

DECLARATION

MADE PURSUANT TO THE CONDOMINIUM ACT

THIS DECLARATION is made and executed pursuant to the provisions of the *Condominium Act, 1998*, S.O. 1998, c.19, as amended from time to time and the regulations made thereunder.

BY: SILHOUETTE AURORA INC.

WHEREAS the Declarant is the owner in fee simple of certain lands and premises situate in the Town of Aurora, in the Province of Ontario which are more particularly described in Schedule "A" hereto (the "**Lands**") and in the description (the "**Description**") submitted herewith by the Declarant for registration in accordance with the Act;

AND WHEREAS the Declarant has constructed three (3), four (4) storey, buildings upon the Lands, containing fifty-three (53) Residential Units, and the Lands contain a further fifty-three (53) Parking Units;

AND WHEREAS the Declarant intends that the Lands shall be governed by the Act and that the registration of the Declaration and the Description will create a freehold standard condominium corporation.

NOW THEREFORE THE DECLARANT hereby declares as follows:

ARTICLE 1 - INTRODUCTORY

Section 1.01 - Definitions

The terms used in the Declaration shall have the meanings ascribed to them in the Act, unless the Declaration specifies otherwise and the following terms used herein have the meanings set out below:

"Act" means the *Condominium Act, 1998* S.O. 1998, c.19, as amended from time to time and the regulations made thereunder;

"Affiliated Company" means any affiliated, associated or subsidiary entity of the Declarant, which affiliated, associated or subsidiary entity shall at all times be given the widest meaning possible;

"Approval Authority" means the Town of Aurora;

"Article", **"Section"**, **"Subsection"** or **"Paragraph"** means the specified article, section, subsection or paragraph in this Declaration;

"Barrier Free Parking Unit" has the meaning ascribed thereto in Section 4.06 hereof;

"Board" or **"board"** means the Corporation's board of directors from time to time;

"Building" means the building, structures, facilities, amenities and other improvements to be constructed on the Lands. **"Buildings"** means all of such buildings.

"Common Elements" or **"common elements"** means all the Property, except the units;

"Common Expenses" has the meaning ascribed thereto in the Act;

"Corporation" or **"Condominium"** means the condominium corporation created by the registration of this Declaration and the Description pursuant to the Act;

"Declarant" means Silhouette Aurora Inc., its successors and assigns;

"Declarant Signature Sign" collectively means any Signature Sign advertising or indicating to the public the trade or business name of the Declarant, any Affiliated Company and the Declarant's project, sales or marketing name for the Corporation;

"Declaration" means this declaration and all amendments thereto and all schedules referred to herein;

"**Description**" has the meaning ascribed thereto in the first recital hereof;

"**Disabled Driver**" has the meaning ascribed thereto in Section 4.06 hereof;

"**Disabled Person**" has the meaning ascribed thereto in Section 4.06 hereof;

"**Governmental Authorities**" means the Approval Authority and all other governmental authorities having jurisdiction over the Lands and Building;

"**HTA**" has the meaning ascribed thereto in Section 4.06 hereof;

"**Lands**" has the meaning ascribed thereto in the first recital hereof;

"**Owner**" means the owner or owners of the freehold estate in a unit and its appurtenant common interest but does not include a mortgagee unless in possession;

"**Parking Unit**" collectively means any one of the Parking Units. "**Parking Units**" means all of such units;

"**Prime Rate**" means the annual rate of interest announced or stated by the Corporation's banker from time to time as its reference rate for commercial loans in Canadian dollars made in Canada;

"**Property**" means the Lands and the interests appurtenant to the Lands described in the Description (and in Schedule "A" annexed hereto) and includes any lands (and interests appurtenant to the Lands) that are added to the Common Elements;

"**Residential Unit**" means each of Units 1 to 12, inclusive, on Level 1, and Units 1 to 41, inclusive, on Level 2. "**Residential Units**" means all of such units;

"**Rules**" means the rules passed by the Board from time to time;

"**Service**" has the meaning ascribed thereto in Section 2.02(b)(i) hereof;

"**Supplier**" has the meaning ascribed thereto in Section 2.02(b)(ii) hereof;

"**unit**" or "**Unit**" means a part or parts of the Lands included in the Description and designated as a unit by the Description and comprises the space enclosed by its boundaries and all the material parts of the land within such space, in accordance with the Declaration and the Description; and

"**Visitor Parking Spaces**" means the designated visitor parking spaces intended to be used by the visitors of the Owners and shown on the description as the visitor parking spaces.

Section 1.02 - Act Governs the Property

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

Section 1.03 - Standard Condominium

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

Section 1.04 - Consent of Encumbrancers

The consent of every person having a registered mortgage/charge of land against the Lands or interests appurtenant to the Lands is contained in Schedule "B" attached hereto.

Section 1.05 - 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 pipes, wires, cables, conduits, vents, mechanical or electrical equipment including all pipes, wires, gas disconnect systems and other fixtures appurtenant thereto wherever located, or similar apparatus including the heating/air conditioning, all floor joists between floors contained within the unit and ventilation equipment that supply or service that particular unit only and whether or not same are located within or beyond the boundaries of the unit as hereinbefore described.
- (b) Each Residential Unit **shall exclude** all pipes, wires, cables, conduits or ducts, public utility line uses for power, cable television, telephone, water, sprinkler heads, fire suppression system, security system or drainage, which are located within the boundaries of the unit and which provide such service or utility to another unit or units, and the common elements, and all floor joists, plywood subfloor that separates the unit from another such unit or from the common elements, roof assembly, all exterior doors and windows, door and window frames and all glass panels located therein, concrete/concrete block or masonry portions of load bearing walls, or columns located within such unit.
- (c) Each Parking Unit **shall exclude**, without limiting the aforementioned, all equipment or apparatus, including any fans, pipes, wires, cables, conduits, ducts, flues, shafts, fire hose cabinets and attachment, sprinklers, lighting fixtures, air-conditioning or heating equipment and controls which provide any service to the common elements or units, including all wall structures and support columns and beams as well as any additional floor surfacing (membranes and coatings included), floor drains and sump pumps which may be located within any such Parking Unit. Each Parking Unit **shall also exclude** the road bed and topping and any catch basins, manholes, stormwater tanks, as well as any curbs or gutters.

Section 1.06 - 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 and shall contribute to the Common Expenses in the proportions set out in Schedule "D" attached hereto provided that each Owner shall also contribute costs as set out in subparagraph (M) of Schedule "E" in the proportion set forth opposite each unit number in the column headed "PERCENTAGE CONTRIBUTION TO BULK INTERNET CHARGE" in Schedule "D" of this Declaration. The total of the proportions of the bulk internet charge common interests and Common Expenses shall be one hundred percent (100%).

Section 1.07 - Address for Service, Municipal Address & Corporation Mailing Address

The Corporation's address for service and mailing address shall be:

c/o Melbourne Property Management
1244 Caledonia Road, Suite 100
Toronto, ON M6A 2X5

or such other address as may be determined by a resolution of the Board.

The Corporation's municipal address is:

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Section 1.08- Approval Authority Requirements

As of the date of the preparation of this draft, there are no additional conditions imposed by the Approval Authority to be included in the Declaration. **If the Approval Authority requires the inclusion of any other conditions in this Declaration, such conditions will be added prior to registration.**

Section 1.09 - Architect/Engineer's Certificate

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

ARTICLE 2 - COMMON EXPENSES

Section 2.01 - 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 collectable 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 as set out in Schedule "E" attached hereto.

Section 2.02 - Payment of Common Expenses

- (a) Each Owner, including the Declarant, shall pay to the Corporation the Owner's proportionate share of the Common Expenses, as may be provided for by the By-laws 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 the Owner's 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)
 - (i) The Corporation may contract (or assume any existing contract) for the installation and supply of separate meters, check meters or submeters for one or more utilities such as electricity, gas, water and heating/cooling (each a "**Service**" and which term includes all of the foregoing services or any one, as the case may be) with respect to each individual unit, so that each Owner or occupant shall be directly responsible for paying utility costs attributable to the Owner's particular Residential Units, rather than such costs being part of the Common Expenses for the Condominium;
 - (ii) Therefore, utility consumption in each Owner's unit and in the common elements may be measured and invoiced by one or more submetering systems installed and operated by one or more third party suppliers or distributors (each called a "**Supplier**"). Each Owner will be required to enter into a supply and services agreement with each Supplier and to pay all deposits and security required. All of the systems installed by the Supplier shall not form part of the common elements of the Building or part of any Residential Unit or other unit of the Building and shall be owned by the Supplier at all times;
 - (iii) Each unit Owner shall receive and be responsible for payment of the invoice with respect to the supply of and consumption for each Service in respect of the Owner's unit, which invoice shall include an administrative and distribution fee. The unit Owner shall remit payment to each Supplier for Service consumption, separate from any other obligations the unit Owner has with respect to payment of Common Expenses as an Owner within the Condominium;
 - (iv) Any monies owing with respect to invoices for Service consumption and administrative and distribution fee and not paid to the Supplier by the unit Owner according to the terms of the invoice, may if required by the Supplier, be paid by the Corporation to the Supplier and shall thereupon be a debt owed by the Owner of the unit within which the Service was consumed and shall be collectable by the Corporation as if same were Common Expenses in arrears and for such purposes only shall be considered Common Expenses. Payment to the Corporation shall be made in such manner and with such frequency as determined by the Board from time to time acting reasonably in the event of such default. Interest will accrue on arrears of money owing for utility consumption at a rate equal to that for arrears of Common Expense payments as set out in the Corporation's Declaration and/or By-laws;

- (v) In the event a unit Owner is in default of payment of invoices to a Supplier as a condition of being supplied or continuing to be supplied with the particular Service, the Corporation has the right to require an Owner to maintain a deposit with the Corporation in an amount as determined by the Board. The Corporation is entitled to apply such deposits against monies owing by a defaulting Owner to the Supplier with respect to the supply of the particular Service to such Owner's unit;
- (vi) Notwithstanding any other provisions of this Declaration, the Corporation authorizes entry to the units and the common elements including exclusive use 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 submetering systems, or check meters. Work that is required within a unit or on the common elements (including exclusive use common elements) in order to facilitate the usage and operation of any submetering systems or check meters 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 urgency or emergency, whereupon no notice is required;
- (vii) The Corporation or the Supplier shall be entitled, subject to complying with all other laws and regulations, to either stop the supply of the particular Service to any unit, where payments owing for same are in arrears and/or the Corporation may register a common expense lien against the unit. The Supplier shall in addition, have all rights available to it at law or in equity which may include the right to commence an action against the defaulting Owner, or otherwise employ its normal collection practices, which may include terminating the supply of the Service to the unit or disconnecting the unit on the Owners behalf for non-payment of bills;
- (viii) The Corporation may be required to enter into a utility supply and services agreement with each Supplier or enter into an assignment and assumption agreement.
- (ix) All costs associated with installing, reading, repairing and maintaining the Residential Unit meters, submeters and/or consumption meters for each particular Service shall be for the account of the Owner of such Residential Units or any occupant or resident therein;
- (x) In the event that any of the agreements referred to in this Section 2.02(b) are terminated pursuant to Section 112 of the Act or otherwise, the Supplier may pursuant to its agreement have the right to remove meters and appurtenances installed by it (or any part thereof) from the Residential Units, Building and Property and/or recover from the Corporation, its investment in any service distribution system and all associated termination, disconnect and removal costs and the undepreciated costs and lost profits as set out in the agreement entered into with the Supplier.

Section 2.03 - 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, amounts that are reasonably expected to provide sufficient funds for major repair and replacement of Common Elements and assets of the Corporation; and
- (b) No part of the reserve fund shall be used except for the purpose for which the funds were established. The reserve fund shall constitute an asset of the Corporation and shall not be distributed to any Owner except on termination of the Corporation in accordance with the Act.

Section 2.04 - Status Certificate

The Corporation shall, upon request, provide the requesting party with a status certificate and accompanying documentation and information in accordance with the Act. The Corporation shall forthwith provide the Declarant and any Affiliated Company 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 or the Affiliated Company for any reason whatsoever, all at no charge or fee to the Declarant, the Affiliated Company or the person requesting same on behalf of the Declarant or the Affiliated Company.

ARTICLE 3 - COMMON ELEMENTS

Section 3.01 - General Use of Common Element Areas

- (a) Save as otherwise provided in this Declaration to the contrary, each Owner may make reasonable use of (and has the right to enjoy) the whole or any part of the Common Elements, including those exclusive use common element areas allocated or appurtenant to the Owners unit as set out in Schedule "F" hereto, subject to any applicable conditions or restrictions set out in the Act, this Declaration, the By-laws and Rules of the Corporation, and any agreement(s) authorized by any By-law. 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 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, and in any agreement(s) authorized by any By-law;
 - (ii) is likely to damage the Property, 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 the Common Elements and their respective units; or
 - (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 that results in the payment of a deductible amount, or an increase in a deductible amount.

In the event that the use of the Common Elements by any Owner (and/or any of an Owner's visitors, tenants, employees, servants, agents, contactors, invitees, guests, licensees or any other person for whom such Owner is responsible for at law) contravenes any of the foregoing provisions, then such Owner shall indemnify and save the Corporation harmless from and against any and all costs, losses, damages, expenses and/or liabilities that the Corporation may suffer or incur as a result of said contravention and/or the cancellation of any insurance policy arising therefrom and/or the payment of a deductible amount or an increase in a deductible amount (including, without limitation, any costs incurred to redress, rectify and/or relieve said contravention), and such Owner shall also be personally liable to pay and/or fully reimburse the Corporation for all such costs and expenses so incurred, for any increased insurance premiums payable by the Corporation as a result of such Owner's use and for any deductible amount paid or any such increase in the deductible amount, and all such costs and expenses may be recovered by the Corporation against such Owner in the same manner as Common Expenses.

- (b) 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 (or by virtue of) this Declaration, any By-law of the Corporation, and/or any agreement(s) authorized by any By-law of the Corporation.

Section 3.02 - Exclusive Use Common Elements

Subject to the provisions of the Act, this Declaration and the By-laws and the Rules passed pursuant thereto, the Owner of certain units shall have the exclusive use and enjoyment of those parts of the Common Elements as set out in Schedule "F" attached hereto.

Section 3.03 - Restrictive Access

Unless otherwise provided for in this Declaration, without the consent in writing of the Board, no Owner shall have any right of access to those parts of the Common Elements used

from time to time for utility, service or mechanical areas, building maintenance, storage, garbage or loading areas, management offices, operating machinery, fire/emergency purposes only, the Declarant's marketing, sales, construction or customer service offices or areas, the rooftop of the Condominium (except as otherwise set out in this Declaration) or any other parts of the Common Elements used for the care, maintenance or operation of the Property, and without the consent, in writing, of the Board, no Owner shall have the right of access to the superintendent's suite, if any. Provided, however, that this Section shall not apply to any first mortgagee holding mortgages on at least twenty-five per cent (25%) of the Residential Units who shall have a right of access for inspection upon forty-eight (48) hours' notice to the Corporation.

Section 3.04 – 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) to install, erect, affix, use, operate and maintain, repair and replace signs for marketing and/or sales purposes upon the Common Elements (whether interior or exterior) and within or outside any Units owned by the Declarant or an Affiliated Company, pursuant to the Declarant's or an Affiliated Company's ongoing marketing and/or sales program in respect of the Corporation at such location and having such dimensions as the Declarant or an Affiliated Company may determine in its sole discretion, but the Declarant or an Affiliated Company shall not under any circumstances be charged for the use of the space so occupied, nor for any utilities including gas, hydro and water supplied thereto, nor shall the Corporation (nor anyone else acting on behalf of the Corporation) prevent or interfere with the provision of utility and/or telephone service to the said marketing, sale and/or construction offices of the Declarant or an Affiliated Company;
- (b) to access and use any Units owned by the Declarant or an Affiliate Company and any amenity area or other common elements as a sales and marketing office and otherwise in order to implement and operate its marketing, sales, lease, construction and customer service program relating thereto, which right shall cease twelve (12) months after the sale and closing of all Units or land owned by the Declarant in the Condominium; and
- (c) at all times, but shall not be required or obliged, to perform structural or non-structural work, alterations, replacements, removals and installations to and within the Units owned by the Declarant or Affiliated Company and the common elements of the Condominium which are required or desired (in the sole, unfettered and subjective discretion of the Declarant or Affiliated Company) to service the Units (collectively, the "**Works**") without the oversight, consent or approval of the Condominium or Board. The Works shall include, without limitation: puncturing and coring of the Unit-side portion of the ceiling or floor of a Unit and/or common element ceilings or floors which are required or desired (in the sole, unfettered and subjective discretion of the Declarant or Affiliated Company) to service a Unit; and (ii) removing, replacing, installing and making changes to any of the following, whether same are within a Unit or within the common elements which are required or desired (in the sole, unfettered and subjective discretion of the Declarant or Affiliated Company) to service an Unit: demising and perimeter walls including fire rating changes; partition walls; fire protection systems and equipment; domestic hot and cold water systems and equipment; plumbing; sprinkler lines and heads; floor drains of any type and drain lines; sanitary services; bathroom locations; heating, ventilation and cooling equipment and supply delivery and distribution systems; gas lines; fresh air ventilation and exhaust; electrical service and feeds; under slab utilities; grease traps; backflow preventers; flooring; painting; drop ceiling; metal doors and frames; storefront windows; glazing and doors; and all appurtenances and connections to any of the foregoing.

Section 3.05- Modification 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 the Owner 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 an addition, alteration, or improvement to the Common Elements, a change in the assets of the Corporation or a 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 percent (66 2/3%) of the units, make a substantial addition, alteration or improvement to the Common Elements, a substantial change in the assets of the Corporation or a substantial change in a service the Corporation provides to the Owners in accordance with subsections 97 (4), (5) and (6) of the Act.

Section 3.06 - Pets

No animal, livestock or fowl, other than those household domestic pets as permitted pursuant to Article 4 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 or in a cage 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 danger to the residents of the Corporation is permitted to be on or about the Common Elements.

Section 3.07 - Recycling and Waste Disposal

The Corporation shall designate and maintain one or more rooms or areas for recycling and waste disposal and will establish rules for the placing and temporary storage of refuse generated by the residents of the Residential Units, including the manner of transferring and accumulating waste into the recycling and waste disposal room or area and the Corporation shall arrange for recycling and refuse pick up by engaging either a public or a private waste disposal firm to remove recycling and refuse.

Section 3.08- Use of the Visitor Parking Spaces

- (a) Each of the Visitor Parking Spaces shall be used only by the visitors and guests of the Owners, the residents and tenants of the Units, and by the Declarant and any Affiliated Company and each of their employees, agents, representatives, contractors and invitees, for the purposes of parking thereon only one motor vehicle per space, and each such space shall be individually so designated by means of clearly visible signs. None of the Visitor Parking Spaces shall be assigned, leased or sold to any Owner or to any other party, nor otherwise conveyed or encumbered. Without limiting any wider definition of a motor vehicle as may hereafter be imposed by the Board, the term "**motor vehicle**", when used in the context of visitor parking, shall be restricted to a private passenger automobile, motorcycle, station wagon, mini van, SUV and truck and shall exclude any type of commercial vehicle, truck or trailer (and such other vehicles as the Board may wish to exclude from the Property from time to time), but shall nevertheless specifically include any construction and/or loading vehicles used by the Declarant, an Affiliated Company or by any Owner or its tenants and/or any of its or their employees, agents, representatives or contractors in the course of constructing, completing, servicing and/or maintaining the Condominium or the Units.
- (b) The Declarant (and its servants, agents and employees) and any Affiliated Company shall have the right to the free use of any number of Visitor Parking Spaces, until such time as:
 - (i) all units at the Condominium have been sold by the Declarant or an Affiliated Company to third parties and title to the units has been transferred to such third parties; and

- (ii) maintenance, service, Performance Audit work and any other work required by Tarion Warranty Corporation has been completed by the Declarant.

Section 3.09- Declarant Signature Sign

Notwithstanding anything provided herein to the contrary, and notwithstanding any By-law or Rules to the contrary, the Declarant and any Affiliated Company or any of the Declarant's or Affiliated Company's servants, agents and contractors shall be entitled and have the right to install, erect and affix upon any part or parts of the Common Elements (whether interior or exterior and including without limiting the generality of the foregoing, visitor parking area, all walls and windows, the roof and the lobby) any one or more Declarant Signature Sign, which Declarant Signature Sign shall form part of the Common Elements at such locations and having such dimensions and messaging as the Declarant or an Affiliated Company may determine in its sole discretion. The Declarant and any Affiliated Company shall not under any circumstances be charged for the use of the space so occupied, nor for any utilities including gas, hydro and water supplied thereto. The Corporation shall be responsible for all costs and expenses for the maintenance, repair and operation of such Declarant Signature Sign as part of the Common Expenses and the Corporation shall ensure that the Declarant Signature Sign is operated and maintained at all times in a first-class manner. It shall be a duty of the Corporation to ensure that no actions or steps are taken, nor suffer any actions or steps to be taken, by the Corporation, its employees, agents, the Owners or their tenants which would make any modifications, alterations, damages or destruction to any Declarant Signature Sign or result in the removal or relocation of any Declarant Signature Sign unless the Corporation obtains the prior written consent to same from the Declarant or the applicable Affiliated Company, or any successor of the Declarant or Affiliated Company as applicable, all at their sole discretion. The Declarant and any Affiliated Company together with any of the Declarant's or Affiliated Company's servants, agents and contractors shall at all times have the right to access the Common Elements for the purpose of inspecting, maintaining and repairing any Declarant Signature Sign in the event the Corporation fails to comply with its duties and obligations as expressed herein, provided that the Declarant and any Affiliated Company shall not be required or obliged to make such repairs or carry out any such maintenance. In no event shall the Corporation permit the Declarant Signature Sign to be obstructed or covered up or be disconnected, restricted or shut off from or by any utility. All costs and expenses (including legal expenses) incurred by the Declarant or any Affiliated Company to ensure the Corporation abides by and is in compliance with the terms of this provision shall be for the account of the Corporation and shall be payable forthwith upon written demand.

ARTICLE 4 - UNITS

Section 4.01 - General Use of Units

- (a) Save and except as expressly provided or contemplated in this Declaration to the contrary, no condition shall be permitted to exist, and no activity shall be carried on upon any portion of the units 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, and in any agreement(s) authorized by any By-law;
 - (ii) is likely to damage the Property or any Unit, injure any person, or impair the structural integrity of any unit or exclusive use common element area;
 - (iii) will constitute a nuisance to the Owners or occupants of Units or will unreasonably interfere with the use and enjoyment by the other Owners of their units or of their exclusive use common element areas;
 - (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 that results in the payment of a deductible amount, or an increase in a deductible amount; or
 - (v) will produce noise and/or odours that would unduly interfere with the use and enjoyment of any Residential Unit or any Common Areas.

In the event that the use of a unit by any Owner (and/or any of an Owner's visitors, tenants, employees, servants, agents, contractors, invitees, guests, licensees or any other person for whom such Owner is responsible for at law) contravenes any

of the foregoing provisions, then such Owner shall indemnify and save the Corporation harmless from and against any and all costs, losses, damages, expenses and/or liabilities that the Corporation may suffer or incur as a result of said contravention and/or the cancellation of any insurance policy arising therefrom and/or the payment of a deductible amount or an increase in a deductible amount (including without limitation, any costs incurred to redress, rectify and/or relieve said contravention), and such Owner shall also be personally liable to pay and/or fully reimburse the Corporation for all such costs and expenses so incurred, for any increased insurance premiums payable by the Corporation as a result of such Owner's use, and all such costs and expenses may be recovered by the Corporation against such Owner in the same manner as Common Expenses.

- (b) No one shall, by any conduct or activity undertaken in or upon any part of any unit, impede, hinder or obstruct any right, privilege, easement or benefit given to any party, person or other entity pursuant to (or by virtue of) this Declaration, any By-law of the Corporation, and/or any agreement(s) authorized by any By-law of the Corporation.
- (c) The Owner of a unit shall comply and shall require all residents, tenants, invitees, licensees and visitors of the Owner's unit to comply with the Act, this Declaration, the By-laws and the Rules.
- (d) In the event the Board determines in its sole discretion, that any noise, odour or offensive action is being transmitted to another Unit and that such noise, odour or other offensive action is an annoyance and/or nuisance and/or disruptive, then the Owner of such Unit shall at such Owner's own expense take such steps as shall be necessary to abate such noise, odour or other offensive action to the satisfaction of the Board. In the event the Owner of such Unit fails to abate the noise, odour or other offensive action, the Board shall take such steps as shall be necessary to abate the noise, odour or other offensive action and the Owner shall be liable to the Corporation for all expenses incurred by the Corporation in abating the noise, odour or other offensive action (to be paid on or before the 5th day following receipt of an invoice from the Corporation setting out the amount of such cost to be paid) which expenses are to include solicitor's fees on full indemnity scale. All payments pursuant to this paragraph are deemed to be additional contributions towards the Common Expenses and are recoverable as such and shall not in any way reduce any such owner's Common Expenses.
- (e) Save as otherwise provided in this Declaration to the contrary, no Owner other than the Declarant shall make any structural change or alteration in or to any unit, and without limiting the generality of the foregoing, to any boundary wall, load-bearing partition wall or floor, without the written consent of the board. Any changes whether or not of a nature requiring the approval of the board shall be made in accordance with the provisions of all relevant Governmental Authorities and their by-laws, rules, regulations or ordinances and if the approval of the board is required, in accordance with the conditions, if any, of such approval by the board.
- (f) One or more of the Parking Units may be partially obstructed by one or more columns, pipes, ducts, mechanical equipment, electrical equipment and other facilities and may also contain one or more utility outlets that are for the sole use of the Corporation only and the Corporation may attach on a permanent, semi-permanent or temporary basis equipment and other apparatus thereto and the Corporation may enter into or upon the Parking Units without notice from time to time to access same.

Section 4.02 - Occupation and Use of Residential Units

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

- (a) Each Residential Unit shall be occupied and used only as a private single family residential dwelling or otherwise in accordance with the zoning by-laws of the Town of Aurora enacted from time to time and for no other purposes; provided, however, that the foregoing shall not prevent the Declarant or an Affiliated Company, or either of their successors and assigns: (i) from completing the Building, maintaining Residential Units as models for display and sale purposes in

the said development only and otherwise maintaining construction offices, displays and signs until all Residential Units have been sold and closed by the Declarant; and (ii) or other corporations, individuals or entities from leasing Residential Units to tenants, on a short-term or long-term basis as furnished or unfurnished residential apartments (subject to section 4.03(d) hereof).

- (b) 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 or a danger to Owners or other residents of the Corporation 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 anything contained in this Declaration, no pets are to be kept on the Parking Units.
- (c) No Owner, without consent in writing from the Board, shall install or construct any permanent or semi-permanent form of enclosure of any patio, balcony/terrace, roof terrace or porch.
- (d) No change is to be made in the colour and type 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 within or on any patio, balcony/terrace, roof terrace or porch and exterior stairs which is visible to the outside), including awnings and/or storm shutters, doors or windows of the Building except with the prior written consent of the board, and further, when approved, subject to the Rules. Subject to board approval as hereinbefore noted, all shades, awnings or other window coverings shall be white on the outside and all draperies shall be lined in white to present a uniform appearance to the exterior of the Building.
- (e) Other than an aerial antenna or satellite dish which may be installed by the Declarant on the roof of the Building no other exterior aerial antenna or satellite dish shall be placed on the Building or the Lands unless the Board consents in writing to the said aerial antenna or satellite dish, 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) Where a natural gas line has been installed by the Declarant on common elements designated for the exclusive use of a unit, the same shall only be utilized for barbecue use only. Any barbeque permitted shall be of such type and size as is normally considered for residential purposes and is further subject to the rules of the Condominium.

Section 4.03- Requirements for Leasing

- (a) Where an Owner leases the Owner's unit, the Owner shall within ten (10) days of entering into a lease (which term includes offer to lease) or a renewal thereof:
 - (i) notify the Corporation that the unit is leased;
 - (ii) provide the Corporation with the tenant's name, the Owner's address and a copy of the lease or renewal or a summary of it in the form prescribed by the Regulations to the Act; and
 - (iii) provide the tenant with a copy of the Declaration, By-laws and Rules of the Corporation.
- (b) If a lease of a unit is terminated and not renewed, the Owner of the unit shall notify the Corporation in writing forthwith.
- (c) In addition, no Owner shall lease the Owner's unit unless the Owner delivers to the Corporation a covenant or agreement signed by the tenant in favour of the Corporation, to the following effect:

"I acknowledge and agree that I, and my servants, agents, tenants, family, invitees and licensees from time to time, will, in using the unit, rented by me, and the

common elements, comply with the Condominium Act, the Declaration, the By-laws of the Condominium, all Rules of the Condominium and any agreement(s) authorized by the By-laws of the Condominium, during the entire term of my tenancy, and will be subject to the same duties imposed by the above as if I were a unit owner, except for the payment of Common Expenses unless otherwise provided by the Condominium Act."

- (d) No lease of a Residential Unit shall be less than six (6) months save and except for the Declarant or an Affiliated Company who shall have no restriction.

Section 4.04 - Occupation and Use of Parking Units

Each Parking Unit shall be occupied and used only as a private parking space for one (1) motor vehicle and without restricting any wider definition of motor vehicle as may hereinafter be imposed by the board, "motor vehicle" when used in the context of Parking Units shall be restricted to a private passenger automobile, station wagon, mini-van, SUV or truck not exceeding 1.9 metres in height. Each Owner of a Parking Unit shall maintain the Owner's Parking Unit in a clean and slightly condition, notwithstanding that the Corporation may make provision in its annual budget for cleaning of the Parking Unit. The Declarant, at its option, shall have the right to use and allow its sales staff, authorized personnel or any perspective purchaser or tenant to use any unsold Parking Unit which right shall continue until such time as all units have been sold and conveyed.

Section 4.05 - Restrictions on Parking Units

Save and except for Parking Units owned by the Declarant or an Affiliated Company, which may be sold, leased, charged, assigned, transferred or encumbered as the Declarant or an Affiliated Company may in its and their absolute, sole and unfettered discretion determine, the ownership, sale, leasing, charging, assignment, transfer or other conveyance or encumbrance of any Parking Units shall be subject to the following restrictions and limitations:

- (a)
- (i) no Owner shall retain ownership of any Parking Unit after such Owner has sold and conveyed title to the Owner's Residential Unit;
 - (ii) any sale, transfer, assignment or other conveyance of any Parking Unit shall be made only to the Declarant or to an Affiliated Company or to the Corporation or to any other Owner of a Residential Unit;
 - (iii) any lease of any Parking Unit shall be made only to the Declarant, an Affiliated Company, the Corporation or to any other Owner or tenant of a Residential Unit, provided however that if any Parking Unit is so leased to a tenant of a Residential Unit, then the term of such lease shall not extend beyond the term of the tenancy in respect of such Residential Unit.
- (b) Any instrument or other document purporting to effect a sale, transfer, assignment or other conveyance of any Parking Unit in contravention of any of the foregoing shall be automatically null and void and of no force or effect whatsoever and any lease of any Parking Unit shall automatically be deemed and construed to be amended in order to comply with the foregoing provisions.

Section 4.06 – Disabled Person Parking Unit

Parking Unit ● is designated for the use of a person with a disability (hereinafter, the "**Barrier Free Parking Unit**") and shall be subject to the following:

- (a) In the event that a "disabled person" or "person with a disability" (a "disabled person" or "person with a disability" is in this Section 4.06 called a "**Disabled Person**") as defined in the regulations enacted pursuant to the *Highway Traffic Act R.S.O. 1990 c. H. 8*, as amended from time to time (the "**HTA**") who has been issued a disabled person parking permit pursuant to the HTA (a disabled person or person with a disability who has been issued a disabled person parking permit pursuant to the HTA which is still in force is in this Section 4.06 called a "**Disabled Driver**"), including a driver whose licence plate incorporates the international symbol of access for persons with a disability and issued by another jurisdiction, purchases or leases a Residential Unit and a Parking Unit which is not designated

for the use of a Disabled Person, the Owner or any person occupying the Barrier Free Parking Unit shall (if not a Disabled Person), upon notice from the Corporation and at the request of the Disabled Driver, exchange the right to occupy the Barrier Free Parking Unit with the Disabled Driver for the Parking Unit which was purchased or leased by the Disabled Driver, said exchange of the right to occupy said space to continue for the full period of the Disabled Driver's ownership or lease of a Residential Unit.

- (b) When a Disabled Driver requests an exchange of occupancy rights for the Barrier Free Parking Unit, the Corporation shall forthwith notify the Owner of and any person occupying the Barrier Free Parking Unit and the Owner and/or occupant shall complete the exchange of use immediately upon delivery of the notice provided said Owner or occupant is not a Disabled Person.
- (c) 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.

Article 5 - MAINTENANCE AND REPAIRS

Section 5.01 - Maintenance of Unit by Owner

Each Owner shall maintain the Owner's unit and those portions of the common elements designated for the exclusive use of the unit, and subject to the provisions of the Act and of this Declaration, each Owner is to repair the Owner's unit after damage, all at the Owner's own expense. Without limiting the generality of the foregoing, each Owner shall:

- (a) maintain the Owner's units and exclusive use common elements;
- (b) repair the Owner's units after damage at the Owner's own expense subject to the provisions of the Declaration and the Act;
- (c) be responsible for damages to any and all other units, the common elements, including the exclusive use common elements, which are caused by the Owner or any of the Owner's guests, visitors or invitees or those for whom the Owner is responsible, or by the failure of the Owner to so maintain and repair the Owner's units;
- (d) maintain the interior surfaces of windows and doors to the Residential Unit and exterior surfaces of windows to the Residential Unit that are accessible; and repair damage to those windows and doors caused by the Owner, and the Owner's tenants, visitors or invitees to the Residential Unit;
- (e) maintain any patio, balcony/terrace, roof terrace, porch or exterior stairwell which has been designated as an exclusive use area in respect of such Residential Unit and to which the Residential Unit has direct access;
- (f) maintain, repair and replace any system, appliance or fixture that solely serves the Owner's own Residential Unit including without limitation the heating, air conditioning and ventilation systems (including all thermostatic controls and fan coils) and equipment servicing the Residential Unit (but excluding any sprinkler heads and fire suppression system, which shall be maintained, repaired and replaced by the Corporation) and air filters which are located in the Residential Unit or in any exclusive use common element area; but no Owner shall make any replacement, change, alteration or addition to such equipment without the prior written consent of the board; and
- (g) maintain the shower fans, ceiling and exhaust fans and fan motors located in the kitchen and bathroom areas of the Residential Unit.

Section 5.02 - Corporation May Make Repairs

The Corporation shall conduct such maintenance and make any repairs that an Owner is obligated to make and that an Owner does not make within a reasonable time or in an emergency situation. Such maintenance or such repairs may be forthwith made by the Corporation or the Corporation may otherwise enforce the terms of or compliance with the Declaration, and in such an event or events an Owner shall be deemed to have consented to have the maintenance or repairs done to the Owners unit by the Corporation and shall also consent to any enforcement of the Declaration by the Corporation, and an Owner shall reimburse the Corporation in full for the

costs of such maintenance and repairs and enforcement, including any legal or collection costs incurred by the Corporation in order to collect the costs of such maintenance and repairs, and all such sums of money are to bear interest at the Prime Rate plus five (5%) percent per annum, calculated monthly, not in advance, or such other amount as may be established, from time to time, by the board. The Corporation may collect all such sums of money in such instalments as the board may decide upon, which instalments shall be added to the monthly contributions towards the Common Expenses of such Owner, after receipt of notice from the Corporation thereof. All such payments are to be additional contributions towards the Common Expenses and recoverable as such.

Section 5.03 - Repairs and Maintenance of Common Elements

- (a) The Corporation shall maintain the Common Elements (except for exclusive use Common Elements but including the privately owned publicly accessible open space (the "**POPS**") forming part of the Common Elements of the Corporation to the north-east) and shall repair (which term means to repair or replace after normal wear and tear, damage or failure) the Common Elements (including the POPS and any exclusive use Common Elements), other than any improvements to (and/or any facilities, services and/or amenities placed or installed by any unit Owner upon) any Common Element areas designated for the exclusive use of any Owner. This duty to maintain and repair shall extend to all doors (except as set out in Section 5.01(d)) which provide access to the units and to all windows (except as set out in Section 5.01(d)).
- (b) Notwithstanding anything hereinbefore contained in Section 5.03 (a) above, the Corporation shall, maintain, repair and replace any interlocking stones or similar type of flooring installed by the Declarant or subsequently replaced by the Corporation on any patio, balcony/terrace, roof terrace, porch or exterior stairwell that is located within any exclusive use Common Elements area, all of which shall be done at the sole cost of the Owner of such exclusive use Common Element area and shall be paid by such Owner within five (5) days of request therefore and otherwise may be collected as a common expense. Upon the Corporation's request, each Owner shall provide access to the Corporation's authorized representatives, servants, agents and/or contractors to any area designated for an Owner's exclusive use so as to effect any maintenance, repairs or replacement thereto as aforesaid.
- (c) Each Owner shall be liable for any damage due to the malfunction of any equipment which services the Owner's Unit and is contained within the Owner's Unit, and which is caused by the Owner's failure to carry out the periodic cleaning, repair and replacement of same or otherwise by the act or omission of an Owner, the Owner's servants, agents, tenants, family, invitees or licensees. No Owner shall make any change, alteration or addition in or to such equipment without the prior consent of the board. The decision to replace any component associated with any such heating, air-conditioning and ventilation equipment, if any, shall be at the sole discretion of the board or its agent.
- (d) Each Owner shall be responsible for the cleaning and sweeping of any patio, balcony/terrace, roof terrace, porch and exterior stairwell area set aside for the exclusive use of such Owner. No Owner may alter or repair any patio, balcony/terrace, roof terrace, porch or exterior stairwell area (or any portion of the exterior window glazing) nor alter or change the colour, texture and/or materials constituting same without the prior written consent of the Corporation. Upon the Corporation's request, each Owner shall provide access to the patio or balcony set aside for the exclusive use of such Owner, to the Corporation's authorized representatives, servants, agents or contractors for the purposes of facilitating and/or expediting any requisite maintenance or repair made to same or to any other unit or the Common Elements.
- (e) Every Owner from time to time shall forthwith reimburse the Corporation for repairs to and replacement of windows and doors serving the Owner's unit and any services or equipment serving the Common Elements that are situated within or are affixed to the Owner's unit, caused by the Owner's negligence or the negligence of the Owner's family, tenants, residents, servants, agents, invitees, or licensees of the Owner's unit.

ARTICLE 6 - INDEMNIFICATION

Section 6.01 - 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, the Owner's family, guests, visitors, tenants, occupants, licensees or invitees to the Owner's Unit, to so maintain and repair the Owner's Unit and such parts of the Common Elements for which the Owner is responsible, or caused by the negligence or wilful misconduct of the Owner, the Owner's family, guests, visitors, tenants, occupants, licensees or invitees, provided however at all times that any such Owner who has failed to maintain or repair such Owner's Unit shall be responsible for fully reimbursing the Corporation forthwith for any insurance deductible amount paid or payable by or on behalf of the Corporation in connection with any insured claims submitted or pursued in respect of any such damage.

Section 6.02 - Indemnity

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, such Owner's family, guests, visitors, tenants, occupants, licensees or invitees to or with respect to the Common Elements except for any loss, costs, damages, injury or liability caused by an insured if it is a insured event or insured person (as defined in any policy or policies of insurance) and insured against by the Corporation and which insurance proceeds of insurance sufficient to cover such loss, costs, damage, injury or liability are actually paid to the Corporation, save and except for any deductible amount paid or to be paid by the Corporation arising from such act or omission and all costs, expenses and legal fees (on a full indemnity scale) incurred by the Corporation, all of which shall be paid by such Owner. All payments to be made by an Owner pursuant to this Article shall be deemed to be additional contributions towards Common Expenses payable by such Owner and shall be recoverable as such. The foregoing indemnity set out in this Section 6.02 by each Owner includes, without limitation, any costs incurred by the Corporation (including, but not limited to, legal fees on a full indemnity scale and disbursements with respect thereto) relating to: any legal actions taken by the Corporation against an Owner, if the Corporation is successful in such action; any repairs made by the Corporation to the Owner's Unit and/or Common Elements and for any repairs to other units which repairs were necessitated as a result of any damage, act or omission of the Owner, including such Owner's family, guests, visitors or tenants; a breach by the Owner of the Act, this Declaration, the By-laws and/or any Rules in force from time to time; and the collection of monies owing to the Corporation by the Owner.

Section 6.03 – Corporation May Assume Certain Obligations

The Board reserves the right, in its sole and absolute discretion, to cause the Corporation to assume responsibility for the maintenance, repair and replacement of the heating, air conditioning and ventilation equipment, including filters, coils, the heat pumps/motors and thermostatic controls, if any, in the Residential Units, in which case the cost of such maintenance, repair and replacement, as applicable, shall form part of the Common Expenses for the Residential Unit. All payments to be made by an Owner pursuant to this Article 6, shall be deemed to be additional contributions towards Common Expenses payable by such Owner for the Owner's unit, and shall be recoverable as such forthwith upon demand, and the Corporation shall have the right to register a lien against the Owner's units to secure same, in accordance with the Act.

ARTICLE 7 – INSURANCE

Section 7.01 - By the Corporation

The Corporation shall obtain and maintain to the extent obtainable, at reasonable cost, the following insurance as well as insurance against such other perils or events as the Board may from time to time deem advisable, in one or more policies:

- (a) **"All Risk" Insurance:** Insurance against "all risks" (including 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 Common Elements;

- (ii) personal property owned by the Corporation excluding furnishings, furniture and other personal property supplied or installed by the Owners; and
- (iii) the units, except for any improvements or betterments made or acquired by the Owners of such units;

in an amount equal to the full replacement cost of such real and personal property, without deduction for depreciation, which policy may be subject to a loss deductible clause as determined by the Board from time to time.

- (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 and this Declaration) and shall contain the following provisions, if available and at a reasonable cost:

- (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 wilful misconduct 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;
- (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 no less than FIVE MILLION (\$5,000,000.00) 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) **Commercial General Liability Insurance:** Commercial general liability insurance acceptable as to form, limits and conditions to the Town of Aurora for a limit of not less than FIVE MILLION (\$5,000,000.00) DOLLARS per occurrence (such limit to be increased from time to time to reflect an amount which would be maintained by a prudent owner as determined by the Town of Aurora) covering possible damages, losses, claims and expenses for or in connection with any personal injury, death or property damage that might be incurred on or about the POPS in connection with the maintenance, repair, reconstruction or operation of the POPS including but not limited to any damages arising from the breach of any agreement entered into with the Town of Aurora in connection therewith.

Section 7.02 - 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, shall be bound by such adjustment.
- (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 subsection 7.02(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 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 maintained pursuant to Section 47(2) of the Act. 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, they shall be held in trust and applied for the same purposes as are specified otherwise in this Article 7.
- (f) Prior to obtaining any new policy or policies of insurance and at such other time as the Board may deem advisable 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 Corporation's assets for the purpose of determining the amount of insurance to be affected and the cost of such appraisal shall be a Common Expense.

Section 7.03 - Indemnity Insurance

The Corporation shall obtain and maintain insurance for the benefit of directors and officers of the Corporation in order to indemnify them against any liability, cost, charge or expense incurred by them in the execution of their duties, provided that such insurance shall not indemnify them against any of the aforesaid liabilities, costs, charges or expenses incurred by them as a result of contravention of Section 37(1) of the Act.

Section 7.04 - By the Owner

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 risk:

- (a) Insurance on the Owner's unit and all betterments and improvements thereto and on all furnishings and personal property of the Owner. 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 wilful misconduct caused or contributed by any of the aforementioned parties.
- (b) 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.
- (c) Insurance covering the deductible on the Corporation's main policy for which an Owner may be responsible.

Section 7.05 - Insurance Trust Agreement

The Corporation may enter into and at all times maintain an Insurance Trust Agreement with a trust company, registered under The Loan and Trust Corporation Act, or a chartered bank or other firm qualified to act as an insurance trustee (the "**Insurance Trustee**").

ARTICLE 8 - DUTIES OF THE CORPORATION

Section 8.01 – Duties of the Corporation

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 (which are not intended to be exhaustive), namely:

- (a)
 - (i) to enter into, abide by and comply with the terms and provisions of any outstanding subdivision, condominium, site plan, municipal agreement pursuant to section 37 and section 37.1 of the *Planning Act* (Ontario), landscaping, historical, development, storm water discharge or similar agreements (as well enter into a formal assumption agreement with the Declarant, the Town of Aurora or other Governmental Authorities relating thereto, if so required by one or more of the Declarant, the Town of Aurora or other Governmental Authorities) (collectively the “**Municipal Agreements**”), which may include without limitation the maintenance of boundary fencing, berms or engineered crash wall; and
 - (ii) to reimburse the Declarant for any costs or expenses reasonably incurred by the Declarant to ensure that the Corporation abides by and complies with the Municipal Agreements;
- (b) to enter into an agreement with the Declarant immediately after the registration of this Declaration (hereinafter referred to as the “**License Agreement**”), if so required by one or more of the Declarant or the Town of Aurora or other Governmental Authorities pursuant to which the Corporation shall formally grant the Declarant a license to enter upon the Common Elements for the purposes of complying with all of the terms and provisions of the Municipal Agreements, which license shall automatically expire upon the completion and fulfilment of all obligations of the Declarant thereunder (but in no case later than twenty-one (21) years following the registration of this Declaration, in order to obviate any contravention of the subdivision control and part-lot control provisions of the *Planning Act* (Ontario), as amended) and which license shall be duly authorized by a By-law. If no such formal licence agreement is required or entered into by one or more of the Declarant, Town of Aurora or other Governmental Authorities then the provision of this subparagraph shall be deemed to constitute a licence in favour of the Declarant, the Town of Aurora or other Governmental Authority, as the case may be, upon the terms set out herein;
- (c) to grant, immediately after the registration of this Declaration, or otherwise thereafter, if required, an easement in perpetuity in favour of utility or municipal servicing suppliers or cable television/internet/telecommunications operators over, under, upon, across and through the Common Elements, for the purposes of facilitating the construction, installation, operation, maintenance and/or repair of any such service, municipal servicing utility or cable television/internet/telecommunications lines or equipment (and all necessary appurtenances thereto) in order to facilitate the supply of such services, municipal servicing utilities and cable television/internet/telecommunications service to the Building and units, and if so requested by the grantees of such easements, to enter into (and abide by the terms and provision of) an agreement with the operator, utility and/or cable television/internet/telecommunications supplier pertaining to the provision of their services to the Building and units and for such purposes shall enact such By-laws as may be required to sanction the foregoing.
- (d) to ensure that no actions or steps are taken by or on behalf of the Corporation, or by any unit Owner, or their respective tenants or invitees which would prohibit, restrict, limit, hinder or interfere with the Declarant’s ability to utilize portions of the Common Elements for its marketing, sale or construction programs or otherwise pursuant to the provisions of Section 3.04 hereof;
- (e) to ensure that no actions or steps are taken by or on behalf of the Corporation, or by any Owner, or their respective tenants or invitees which would prohibit, restrict, limit, hinder or interfere with or otherwise result in the closure of the POPS without the prior written approval of the Town of Aurora;

- (f) to preserve the function of and to maintain and repair all barrier fences (whether wood or chain link) located on or within the boundaries of the Lands, all noise barrier fences located on or within the boundaries of the Lands, all retaining walls located on or within the boundaries of the Lands, all privacy fences between units constructed by the Declarant and all oil grit separators, if any;
- (g) to ensure that no action or steps are taken by or on behalf of the Corporation, or by any unit Owner or their respective tenants or invitees, which would prohibit, restrict, limit, hinder or interfere with the Declarant's access and egress over any portion of the Property so as to enable the Declarant to construct, complete, maintain and repair the project;
- (h) to enter into all required agreements or other documentation for either direct contracting of or assumption of existing agreements relating to the supply or metering of any utility, cable, internet or other form of telecommunications agreement or the leasing of any equipment or service relating to the heating, ventilating and air conditioning systems serving the Buildings and to comply with the said agreements or with respect to any car share program;
- (i) to ensure that the Corporation shall do or cause to be done, at no charge whatsoever, all things and matters (including the holding of all appropriate meetings and the passing of all appropriate by laws and resolutions) necessary to ensure that the Corporation assumes and performs all of the covenants and obligations of the Declarant in any one or more tie-back agreement, shoring agreement, crane swing agreement or any similar type of agreement, if any, entered into by the Declarant prior to the registration of this Declaration and which grants rights in favour of another party to such agreement over the Lands and if required by such other party to any of the said agreements the Corporation shall also enter into, abide by and comply with any re-stated agreement or assumption agreement which names the Corporation as a party thereto upon written request and at no charge whatsoever;
- (j) to the extent the Declarant or an Affiliated Company owns at the time of registration of the Declaration or subsequently acquires after the registration of the Declaration the ownership of any lands adjacent to or in proximity to the Lands, then to ensure that the Corporation shall upon written request forthwith enter into, at no charge whatsoever, any one or more tie-back agreement, shoring agreement, crane swing agreement or any similar type of agreement with the Declarant or an Affiliated Company from time to time and the Corporation shall do or cause to be done, at no charge whatsoever, all things and matters (including the holding of all appropriate meetings and the passing of all appropriate by laws and resolutions) necessary to ensure that the Corporation enters into, abides by and complies with any such agreement or agreements;
- (k) to enter into, abide by and comply with the terms and provisions of a warranty agreement (the "**Warranty Agreement**") with the Declarant 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 and the *Ontario New Home Warranties Plan Act*, the New Home Construction Licensing Act, 2017 and by Tarion Warranty Corporation and the Home Construction Regulatory Authority, (ii) the Corporation's only recourse against the Declarant for a final and binding resolution of any outstanding, incomplete or deficient construction items and any related matters in respect of the Property, the Corporation 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 actions, claims and demands for damages or loss which are bought 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 outstanding, incomplete or deficient construction items or any related matters in the respect to the Property 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 Warranty Agreement, notwithstanding that the Declarant may be a nominee or agent of another person, firm, corporation or other legal entity, and that 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, firm, corporation 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 Condominium's turnover meeting and it shall enure to the benefit of the successors and assigns of the Declarant;

- (l) when the Corporation formally retains an independent consultant 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 (the "**Performance Audit**") or if the Corporation intends to perform or cause to be performed any maintenance, repair or replacement work (which maintenance, repair or replacement work is herein called the "**Repair Work**") on the Common Elements within the first twelve (12) months after the Declaration is registered, then the Corporation shall have a duty:
 - (i) with respect to the Performance Audit, to 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 a least fifteen (15) days written notice prior to the commencement of the Performance Audit;
 - (ii) to permit the Declarant and its authorized employees, agents and representatives to carry out or cause to be carried 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, in its sole and absolute discretion); and
 - (iii) with respect to the Repair Work, to permit the Declarant and its authorized employees, agents and representatives to carry out or cause to be carried out any such Repair Work (if the Declarant chooses to do so, in its sole and absolute discretion) and to give the Declarant ample notice to do so.
- (m) to ensure that no action or steps are taken by or on behalf of the Corporation, or by any unit Owner or their respective tenants or invitees, which would alter or remove any heritage bricks, heritage plaques or any other heritage components installed by the Declarant without the prior written consent of all applicable governmental authorities, and the Corporation shall at all times maintain and repair same in a first-class manner.

Article 9 - GENERAL MATTERS AND ADMINISTRATION

Section 9.01 - Rights of Entry

- (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 purposes of making inspections, adjusting losses, making repairs, maintaining landscaped common element areas and planters which form part of the Common Elements, correcting any condition which violates the provisions of any insurance policy or policies, remedying any condition which might result in damage to the Property, or carrying out any duty imposed upon the Corporation.
- (b) In case of emergency, an agent of the Corporation may enter a unit at any time and without notice, for the purpose of repairing the unit, Common Elements or part of the Common Elements over which any owner has the exclusive use, or for the purpose of correcting any condition which might result in damage or loss to the Property. The Corporation or any one authorized by it may determine whether an emergency exists.
- (c) If an Owner shall not be personally present to grant entry to the Owners 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 right and authority hereby reserved to the Corporation, its agents, or any insurer or its agents, do not impose any responsibility or liability whatsoever for the care or supervision of any unit except as specifically provided in this Declaration and the By-laws.
- (e) The Corporation shall retain a key to all locks to each unit. No Owner shall change any lock or place any additional locks on the doors to any unit or in the unit or to any part of the Common Elements of which such owner has the exclusive use without immediately providing to the Corporation a key for each new or changed lock.
- (f) The Declarant, its employees, contractors, trades or agents, without any obligation to first obtain consent from the board, or any unit Owner, shall be entitled, from time to time, to enter in and upon any unit owned by the Declarant or any part of the Common Elements (including, without limitation, the use of stairwells and elevators, if any) or any part of the Common Elements over which any Owner has the exclusive use, to complete any construction or maintenance work in any such unit including, without limitation, the right to use any required machinery or equipment the Declarant deems necessary in order to complete any such work.

Article 10 - MISCELLANEOUS

Section 10.01 – 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 the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

Section 10.02 - Waiver

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

Section 10.03 - Construction of Declaration

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

Section 10.04 - 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.

Section 10.05 - Notice

Except as hereinbefore set forth, any notice, direction or other instrument required or permitted, may be given as follows:

- (a) to an Owner (if an individual, by giving same to the Owner, or if a Corporation, by giving same to any director or officer of the Owner) either personally, by courier or by ordinary mail, postage prepaid, addressed to the Owner at the address for service given by the Owner to the Corporation for the purposes of notice, or if no such address has been given to the Corporation, then to such Owner at the Owners respective unit address;
- (b) to a Mortgagee who has notified the Corporation of its interest in any unit, at such address as is given by each Mortgagee to the Corporation for the purpose of notice, by courier or ordinary mail, postage prepaid;

- (c) to the Corporation, by giving same to any director or officer of the Corporation, either personally, by courier or by ordinary mail, postage prepaid, addressed to the Corporation at its address for service as hereinbefore set out; and
- (d) to the Declarant, by giving same to any director or officer of the Declarant, either personally, by courier, or by facsimile transmission, addressed to the Declarant at its address for service from time to time.

If such notice is mailed as aforesaid, the same shall be deemed to have been received and to be effective on the fifth (5th) business day following the day on which it was mailed. Any Owner or mortgagee or the Declarant may change its address for service by giving notice to the Corporation in the manner as aforesaid.

IN WITNESS WHEREOF the Declarant has hereunto affixed its corporate seal under the hand of its proper officers duly authorized in that behalf on this ● day of ●, 20__.

SILHOUETTE AURORA INC.

Per: _____
 Name:
 Title:

I have authority to bind the Corporation.

SCHEDULE “A”

IN THE TOWN OF AURORA, Regional Municipality of York, being comprised of:

FIRSTLY

Part of Lots 1 and 2, west side of Yonge Street, Plan 9 and Lot 51, Plan 246, designated as Parts 1 and 2, Plan 65R-38151.

SUBJECT TO an easement in favour of The Corporation of the Town of Aurora over Part 2, Plan 65R-38151, for the purposes as set out in Instrument No. B1948B.

SECONDLY

Lot 52, Plan 246, designated as Parts 3 and 4, Plan 65R-38151.

SUBJECT TO an easement over Part 3, Plan 65R-38151, for the purposes as set out in Instrument No. R160971.

Being all of P.I.N. 03653-0262 (LT).

Note: The Declarant, at his sole discretion, may enter into agreements or transfers of easements with other land owners or utilities to facilitate the servicing and access to and from these lands.

Note: The Declarant, at his sole discretion, reserves the right to transfer portions of the subject lands which may be required by municipal or regional authorities for road widenings, reserves or environmental purposes as well as reserving the right to transfer servient interests or accept transfer of appurtenant interests which may provide for access or service to the subject or adjoining lands.

In our opinion, based on the parcel registers and the plans and documents recorded therein, the legal description is correct, the described easements exist or will exist in Law upon the registration of the Declaration and the Description and the declarant is the registered owner of the lands and appurtenant easements.

Owens Wright LLP
Solicitors for the Declarant

SILHOUETTE AURORA INC.

Date

Per: _____

SCHEDULE "B"

CONSENT

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

1. We, ●, have a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998* registered as Number ● in the Land Titles Division of the Land Registry Office of York Region (No. 65).
2. We 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. We postpone the mortgage and the interests under it to the Declaration and the easements described in Schedule "A" to the Declaration.
4. We are entitled by law to grant this consent and postponement.

DATED this _____ day of ●, ●.

●

Per: _____

Name: ●

Title:

Per: _____

Name: ●

Title:

I have authority to bind the Bank/Corporation

SCHEDULE “C”

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

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

1. BOUNDARIES OF THE RESIDENTIAL UNITS

(being Units 1 to 12, inclusive, on Level 1 and Units 1 to 41, inclusive, on Level 2, as illustrated on Part 1, Sheets ____ of the Description filed concurrently herewith):

- a) Each Residential Unit shall be bounded vertically by:
 - i) The upper surface and plane and production of the unfinished concrete floor slab.
 - ii) The upper surface and plane and production of the ceiling drywall on the uppermost floor.
 - iii) The upper surface and plane and production of the ceiling drywall of the unit, where the unit is stacked below another unit or the common elements.
 - iv) The upper surface and plane of the plywood subfloor of the unit, where the unit is stacked above another unit or the common elements.
 - v) The upper surface and plane of the stairway tread.
- b) Each Residential Unit shall be bounded horizontally by:
 - i) The backside surface and plane and production of the drywall sheathing separating one unit from another such unit or from the common elements.
 - ii) The unfinished unitside surface and plane of the exterior doors, windows, door and window frames, and the unitside surface of all glass panels located therein, the said doors and windows being in closed position.
 - iii) In vicinity of pipe spaces, ducts, bulkheads and columns the unit boundaries shall be the backside surface and plane of the drywall sheathing enclosing such pipe spaces, ducts, bulkheads and columns.
 - iv) The unitside surface and plane of the stairway riser.

2. BOUNDARIES OF THE PARKING UNITS:

(being 49 units on Level A and 4 units on Level 1, as illustrated on Part 1, Sheets ____ of the Description filed concurrently herewith):

- a) Each Parking Unit shall be bounded vertically by:
 - i) The upper surface and plane of the unfinished concrete floor slab and production.
 - ii) The plane established 1.90 metres above and parallel to the upper surface of the unfinished concrete floor slab measured perpendicularly therefrom.
 - iii) There are no upper limits or lower limits, for units on Level 1.
- b) Each Parking Unit shall be bounded horizontally by one or combination of:
 - i) The unitside surface and plane of the concrete/concrete block wall and/or the production thereof.
 - ii) The vertical plane established by the centreline of columns and perpendicular to the face of concrete/concrete block wall or column or its production.

- iii) The vertical plane established by measurements and perpendicular to the face of concrete/concrete block wall or its production.
- iv) The vertical plane established by the line and face of the concrete columns and/or the production thereof.
- v) The vertical plane established by measurements.
- vi) The vertical plane established by the centreline of columns and/or the production thereof.
- vii) The vertical plane established by the exterior face of the concrete curb and its vertical projection, for units on Level 1.
- viii) The vertical plane established by measurement and perpendicular to the face of the concrete curb, for units on Level 1.
- ix) The vertical plane established by measurement and parallel to the exterior face of the concrete curb, for units on Level 1.

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 _____ of the Description.

Dated

Y. Wahba
Ontario Land Surveyor

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

Note: The Declarant, at its sole discretion, may change the number of units provided for in this project. Also, unit boundaries may be revised to reflect the “as-built” conditions at the time of condominium registration.

SCHEDULE D					
SUITE NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE CONTRIBUTION TO BULK INTERNET CHARGE	PERCENTAGE INTEREST IN COMMON ELEMENTS
PARKING UNITS	A & 1	53 units	9.26442	0.00000	9.26442
101	1	1	1.24177	1.88679	1.24177
102	1	2	1.24177	1.88679	1.24177
103	1	3	1.24177	1.88679	1.24177
104	1	4	1.24177	1.88679	1.24177
105	1	5	1.64707	1.88679	1.64707
106	1	6	1.64707	1.88679	1.64707
107	1	7	1.64707	1.88679	1.64707
108	1	8	1.64707	1.88679	1.64707
109	1	9	1.64707	1.88679	1.64707
110	1	10	1.71606	1.88679	1.71606
111	1	11	1.71606	1.88679	1.71606
112	1	12	1.71606	1.88679	1.71606
201	2	1	0.91408	1.88679	0.91408
202	2	2	1.46598	1.88679	1.46598
203	2	3	0.91408	1.88679	0.91408
204	2	4	2.12998	1.88679	2.12998
205	2	5	2.62152	1.88679	2.62152
206	2	6	2.12998	1.88679	2.12998
207	2	7	2.12998	1.88679	2.12998
208	2	8	2.62152	1.88679	2.62152
209	2	9	2.20759	1.88679	2.20759
210	2	10	1.86266	1.88679	1.86266
211	2	11	1.07793	1.88679	1.07793
212	2	12	1.07793	1.88679	1.07793
213	2	13	1.07793	1.88679	1.07793
214	2	14	1.95752	1.88679	1.95752
215	2	15	1.88853	1.88679	1.88853
216	2	16	1.88853	1.88679	1.88853
217	2	17	1.94889	1.88679	1.94889
218	2	18	1.94889	1.88679	1.94889
219	2	19	1.94889	1.88679	1.94889
220	2	20	1.94889	1.88679	1.94889
221	2	21	1.94889	1.88679	1.94889
222	2	22	1.88853	1.88679	1.88853
223	2	23	1.95752	1.88679	1.95752
224	2	24	1.22453	1.88679	1.22453
225	2	25	1.22453	1.88679	1.22453
226	2	26	1.22453	1.88679	1.22453
227	2	27	1.22453	1.88679	1.22453
228	2	28	1.22453	1.88679	1.22453
229	2	29	1.22453	1.88679	1.22453
230	2	30	1.96614	1.88679	1.96614
231	2	31	1.99201	1.88679	1.99201
232	2	32	1.95752	1.88679	1.95752
233	2	33	1.93165	1.88679	1.93165
234	2	34	1.93165	1.88679	1.93165
235	2	35	1.95752	1.88679	1.95752
236	2	36	1.95752	1.88679	1.95752
237	2	37	1.95752	1.88679	1.95752
238	2	38	1.93165	1.88679	1.93165
239	2	39	1.95752	1.88679	1.95752
240	2	40	1.98339	1.88679	1.98339
241	2	41	1.95752	1.88679	1.95752
TOTALS			100.00000	100.00000	100.00000

SCHEDULE "E"

SPECIFICATION OF COMMON EXPENSES

(STANDARD CONDOMINIUM)

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

- (a) All sums of money paid by the Corporation in the performance of its objects, powers and duties whether such objects, powers and duties are imposed under the provisions of the Act or of the within Declaration or performed pursuant to any By-laws of the Corporation or by agreement.
- (b) All sums of money payable by the Corporation on account of any and all public and private suppliers of insurance coverage, taxes, utilities and services, including without limiting the generality of the foregoing, monies payable on account of:
 - insurance premiums;
 - maintenance materials, tools and supplies;
 - utilities (hydro, water, etc.) to service the Common Elements, including street lighting;
 - snow, ice and debris removal for roadways and to remove same from the site, if required, and landscaping of Common Elements;
 - water, stormwater management (including stormwater detention tank, if applicable), sewage and electricity respecting the Common Elements;
 - waste disposal and garbage collection; and
 - internet services (provided an agreement with an internet provider is in effect).

Provided however that: (i) telephone and cable television/telecommunications service supplied to and utilized by each unit shall be separately invoiced and shall be paid for directly by the Owner thereof in addition to the Common Expenses; and (ii) utilities which are sub or check metered shall be separately invoiced and shall be paid for by the owner in addition to the common expenses.

- (c) 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.
- (d) All sums of money paid or payable by the Corporation for legal, engineering, accounting, auditing, expert appraising, advising, maintenance, managerial and secretarial advice and services required by the Corporation in the performance by the Corporation of its objects and duties.
- (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 duties of the Corporation.
- (f) All sums of money required to be paid to the reserve fund or as required by the Declaration or in accordance with the Corporation's budget.
- (g) The fees and disbursements of the Insurance Trustee, if any.
- (h) The cost of obtaining and maintaining fidelity bonds as provided in the By-laws.
- (i) All sums of money paid by the Corporation for any addition, alteration, improvement to or renovation of the Common Elements or assets of the Corporation.
- (j) All sums of money paid or payable by the Corporation pursuant to any management agreement which may be entered into by the Corporation with a manager.

- (k) All expenses incurred by the Corporation in enforcing any of the By-laws or Rules of the Corporation from time to time, and effecting compliance therewith by all Owners and their respective tenants, residents, licensees or invitees.
- (l) All sums of money paid or payable by the Corporation in order to comply with the terms and provisions of the Municipal Agreements.
- (m) Notwithstanding the contents of this Schedule "E" and notwithstanding anything contained to the contrary in this Schedule "E" or elsewhere in the Declaration, Owners shall be responsible for and shall pay in the proportion set forth opposite each unit number in the column headed "PERCENTAGE CONTRIBUTION TO BULK INTERNET" in Schedule "D" of this Declaration, all sums of monies properly paid by the Corporation on account of bulk internet services (provided an agreement with an internet provider is in effect).

SCHEDULE “F”

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

PATIO

The owners of Units 1 to 12, inclusive, on Level 1 shall have the exclusive use of that portion of the common elements designated as patio.

BALCONY/TERRACE

The owners of Units 1 to 41, inclusive, on Level 2 shall have the exclusive use of a balcony or balconies and/or terrace(s) to which said units provide sole and direct access.

ROOF TERRACE

The owners of Units 2, 3, 4, 6, 7, 8, 10, 12, 13, 15, 16, 18, 19, 20, 21, 23, 25, 26, 27, 28, 31, 32, 33, 34, 37, 38, 39 and 40 on Level 2, shall have the exclusive use of a roof terrace to which said units provide sole and direct access.

PORCH AND EXTERIOR STAIRS

The porches and exterior stairs on Level 2, being exclusive use portions of the common elements with the affix “P” are illustrated on Part 2, Sheet 1 of the Description. The owners of the following units shall have the exclusive use or shared exclusive use of a porch and exterior stairs designated as follows:

<u>Unit</u>	<u>Level</u>	<u>Porch and Exterior Stairs</u>
1	2	P1
2	2	
3	2	
4	2	P2
5	2	
6	2	P3
7	2	
8	2	
9	2	P4
10	2	P5
11	2	P6
12	2	
13	2	P7
14	2	P8
15	2	
16	2	P9
17	2	P10
18	2	
19	2	P11
20	2	P12
21	2	P13

<u>Unit</u>	<u>Level</u>	<u>Porch and Exterior Stairs</u>
22	2	P14
23	2	
24	2	P15
25	2	
26	2	
27	2	
28	2	
29	2	
30	2	P16
31	2	
32	2	
33	2	
34	2	
35	2	
36	2	P17
37	2	
38	2	
39	2	
40	2	
41	2	

**CERTIFICATE OF ARCHITECT OR ENGINEER
(SCHEDULE G TO DECLARATION FOR A STANDARD OR LEASEHOLD CONDOMINIUM CORPORATION)
(UNDER CLAUSE 8 (1) (E) OF THE *CONDOMINIUM ACT, 1998*)**

Condominium Act, 1998

I certify that:

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

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

OR

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

OR

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

OR

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

OR

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

Dated this day of, 20.....

.....
(signature)

Architect/Professional Engineer

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

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

DATED this ____ day of _____, 20__.

YORK REGION STANDARD CONDOMINIUM CORPORATION No.

●

Per: _____
President -

Per: _____
Secretary-

We have authority to bind the Corporation.

SCHEDULE "A" TO CERTIFICATE IN RESPECT OF A BY-LAW

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. •

BY-LAW NO. 1

BE IT ENACTED as a By-law of York Region Standard Condominium Corporation No. • (hereinafter referred to as this or the "**Corporation**" or this or the "**Condominium**") 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 shall have ascribed to them the definitions contained in the *Condominium Act, 1998*, S.O. 1998, c. 19, as amended, and the regulations made thereunder from time to time (all of which are hereinafter referred to as the "**Act**"), and in the declaration of the Corporation (the "**Declaration**") unless the context requires otherwise. All Section references utilized herein, unless the contrary is expressed, shall refer to Sections or Subsections of the Act.

ARTICLE II **SEAL**

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

ARTICLE III **RECORDS**

- 3.1 The Corporation shall maintain the following lists, items, records, and other documents (collectively referred to as 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 meetings of the board of directors of the Corporation (hereinafter called the "**Board**");
 - (c) a copy of the registered Declaration, registered By-laws and current Rules;
 - (d) a copy of all applications made under Section 109 to amend the Declaration, if any;
 - (e) the seal of the Corporation;
 - (f) copies of all agreements entered into by the Corporation or the Declarant or the Declarant's representatives on behalf of the Corporation, including management contracts, deeds, leases, licences, easements and any agreements entered into pursuant to Section 98;
 - (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 from owners and mortgagees in writing in accordance with Subsection 47(1);
 - (j) notices received from an owner that the owner's unit has been leased together with the lessee's name, the owners address, a copy of the lease or renewal or a summary of same, pursuant to Subsection 83(1);
 - (k) notices received from an owner that a lease of the owner's unit has terminated and was not renewed pursuant to Subsection 83(2);
 - (l) all records that the Corporation has related to the units or to employees of the Corporation;
 - (m) the existing warranties and guarantees for all equipment, fixtures and chattels included in the sale of either the units or common elements that are not protected by warranties and guarantees given directly to a unit purchaser;

- (n) the as-built architectural, structural, engineering, mechanical, electrical and plumbing plans;
- (o) all existing plans for underground site services, site grading, drainage and landscaping and television, radio, or other communication services;
- (p) all other existing plans and information that are relevant to the repair or maintenance of the Property;
- (q) if the property of the Corporation is subject to the *Ontario New Home Warranties Plan Act*, R.S.O. 1990, as amended (the "**ONHWP Act**") an executed copy of Form 3 of Ontario Regulation 49/01 to the ONHWP Act, and a copy of all final reports on inspections that the Corporation, within the meaning of the ONHWP Act, requires be carried out on the common elements;
- (r) a table that the Declarant has delivered pursuant to Section 43(5)(g) setting out the responsibilities for repair after damage and maintenance and indicating whether the Corporation or the owners are responsible;
- (s) a copy of the schedule that the Declarant has delivered pursuant to Section 43(5)(h) 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;
- (t) all reserve fund studies and plans to increase the reserve fund under Section 94(8);
- (u) copy of the most current disclosure statement delivered by the Declarant to a purchaser prior the turnover meeting;
- (v) copy of all agreements entered into by or on behalf of the Corporation;
- (w) a copy of the written performance audit report received by the Corporation under Section 44(8);
- (x) a copy of any order appointing an inspector or administrator, if applicable, pursuant to Section 130 and Section 131, together with any report the Corporation receives from an inspector pursuant to Subsection 130(4);
- (y) a copy of all status certificates issued by the Corporation within the previous ten (10) years;
- (z) a copy of all notices sent on behalf of the Corporation within the previous ten (10) years;
- (aa) 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) 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 investigation) involving the Corporation as contemplated in Subsection 55(4)(b) together with copies of all outstanding judgements against the Corporation as contemplated by Subsection 76(1)(h) of the Act;
- (dd) a copy of the budget for 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 regarding any issue(s) in dispute involving the Corporation or to which the Corporation is 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;
- (ff) a copy of all orders made by the Condominium Authority Tribunal regarding any issues in dispute involving the Corporation or to which the Corporation is a party;
- (gg) a copy of all annual notices of assessment and notices of any extraordinary assessments;
- (hh) all periodic information certificates that the Corporation, within the twelve (12) month period before receiving the request for records or a requestor's response, sent to the owners pursuant to Section 26.3 or was required by said Section to be sent to the owners;

- (ii) all material and records provided to or obtained by the Corporation with respect to training courses completed by a person who is or was a director of the Corporation;
- (jj) records relating to the installation of an electric vehicle charging system carried out in accordance with the Act and that the Corporation creates or receives; and
- (kk) 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 pursuant to Subsection 43(5)(m).

ARTICLE IV **MEETING OF UNIT OWNERS**

- 4.1 **Annual Meetings:** Pursuant to Subsection 45(2), the Board shall hold the first annual general meeting not more than three (3) months after registration of the Declaration and the subsequent annual meetings of the owners shall take place within six (6) months following the Corporation's fiscal year end, and shall be held at such place and at such time and on such day in each year as the Board may from time to time determine, for the purpose of hearing and receiving the reports and statements required by the Act and the By-laws of the Corporation to be laid before the owners at an annual meeting, and for the purposes of electing Directors, confirming By-laws passed by Directors, appointing an auditor and fixing or authorizing the Board to fix his or her remuneration, and for the transaction of such other business as may be properly brought before the meeting. The Board shall lay before each annual meeting of owners a financial statement made in accordance with generally accepted accounting principles, as well as the report of the auditor to the owners, and such further information respecting the financial position of the Corporation as the By-laws from time to time may require.
- 4.2 **Special Meetings:** The Board shall, upon receipt of a requisition in writing made by owners in the form prescribed in the Act, call and hold a meeting of the owners within the prescribed time set out in the Act 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. The Board may at any time call a special meeting of the owners for the transaction of any business, the nature of which shall be specified in the notice calling the meeting.
- 4.3 **Notices:** Notice shall be given to owners in accordance with Section 47 and shall be prepared in accordance with the Act. At least fifteen (15) days written notice of the time, place and date of a meeting of owners shall be given to the auditor of the Corporation and to each owner and mortgagee who is entered on the record (the "**Register**") of names and addresses of owners and mortgagees required to be maintained pursuant to Section 47, twenty (20) days before the date of such meeting. The Corporation shall not be obliged to give any notice to any owner who has not notified the Corporation that he has become an owner (nor to any owner who has not provided an address for service to the Corporation) nor to any mortgagee who has not notified the Corporation of his or her address for service, and that he has become a mortgagee and has been authorized or empowered in his or her mortgage to exercise the right of the mortgagor to vote. Each notice of meeting, as hereinbefore required, shall include an agenda of the matters to be considered at such meeting. In the case of a notice to owners that is not a notice of meeting of owners, such notice shall be given to those persons whose names appeared in the Register five (5) days before the day the notice is given.
- 4.4 **Reports and Financial Statements:** The Corporation shall attach to any notice of an annual meeting a copy of the financial statements and auditors report of the Corporation for the previous fiscal year of the Corporation. A copy of the minutes of the meetings of owners and of the Board shall, within thirty (30) days of such meeting, be furnished to each owner or mortgagee who has, in writing, requested same, upon payment to the Corporation of a reasonable charge for photocopying.
- 4.5 **Persons Entitled to be Present:** The only persons entitled to attend a meeting of owners shall be the owners and mortgagees entered on the Register, any person entitled to vote at the meeting, the auditor of the Corporation, the Directors and officers of the Corporation, a representative of the Corporation's property manager and any others who, although not entitled to vote, are entitled or required under the provisions of the Act or the By-laws of the Corporation to be present at the meeting. Any other person may be admitted only on the invitation of the chairperson of the meeting or with the consent of the majority of those present at the meeting.
- 4.6 **Quorum:** At any meeting of owners, a quorum shall be constituted when persons entitled to vote in respect of not less than twenty-five (25%) percent of the units are present in person or represented by proxy at such meeting. Notwithstanding the foregoing, where quorum is not present at the first and second attempt to hold: (i) an annual general meeting; (ii) a meeting to elect one or more directors; or (iii) a meeting to appoint an auditor, a quorum for the transaction

of business at any third or subsequent attempt to hold such meeting is those owners who together own fifteen (15%) percent of the units in the Corporation, except that the foregoing shall not apply to any part of the business of such meeting that concerns the removal of a director or the removal of an auditor. If thirty (30) minutes after the time appointed for the holding of any meeting of owners has elapsed and a quorum is not present, the meeting shall 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.

- 4.7 **Right to Vote:** At each meeting of owners, and subject to the restrictions in paragraphs 4.11 and 4.13 hereof, every owner of a unit shall be entitled to vote, if he or she is currently entered on the Register as an owner or has given notice to the Corporation in a form satisfactory to the chairperson of the meeting that he is an owner. If a unit has been mortgaged, and the person who mortgaged such unit (or his or 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 or 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 he may deem sufficient. The vote of each such owner or mortgagee shall be on the basis of one (1) vote per unit, and where two or more persons entitled to vote in respect of one unit disagree on their vote, the vote in respect of that unit shall not be counted.
- 4.8 **Conduct of Meetings and Method of Voting:** At any general or special meeting, the President of the Corporation (or to whomever he or she may delegate the responsibility) or failing him or her, the Vice-President, or failing him or 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 or 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 ballot only or electronic means in accordance with Paragraph 4.14, 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 in such manner as the Chairperson shall direct.
- 4.9 **Representatives:** An estate trustee, guardian or trustee of an owner or mortgagee, or the committee of a mentally incompetent owner or mortgagee (and where a Corporation acts in such capacity, any person duly appointed as proxy for such Corporation) upon filing with the Secretary of the meeting sufficient proof of his or her appointment, shall represent the owner or mortgagee at all meetings of the owners of the Corporation, and may exercise the owners or mortgagee's 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 4.11 shall apply.
- 4.10 **Proxies:** Every owner or mortgagee entitled to vote at meetings of owners may, by instrument in writing, appoint a proxy, who need not be an owner or mortgagee, to attend and act at the meeting in the same manner, to the same extent, and with the same powers as if the owner or mortgagee were present himself. The instrument appointing a proxy shall be in the prescribed form in accordance with the Act and shall be effective for a particular meeting only. The instrument appointing a proxy shall be deposited with the Secretary of the meeting before any vote is cast under its authority. Proxies shall be held in safekeeping by the registrar until delivered to the scrutineers for tabulations. Proxies shall not be made irrevocable. The later proxy shall supersede an earlier proxy granted by an owner or mortgagee. A proxy instrument showing the latest date and time of signing shall supersede an earlier or an undated proxy instrument. Only a proxy instrument signed by the owner, a mortgagee of the unit or an attorney pursuant to a valid, written power of attorney, will be deemed valid. The Board may establish, by resolution of the Board, procedures for the depositing and registration of proxies, which shall have the same force and effect as if said procedures were part of this By-law.
- 4.11 **Co-owners:** If two or more persons own a unit, or own a mortgage in respect of which a right to vote is exercisable, any one of the owners or mortgagees, as the case may be, may in the absence of the other owner(s) or mortgagee(s) vote, but if more than one of them are present or are represented by proxy, then they shall vote in agreement with each other, failing which the vote for such unit shall not be counted.
- 4.12 **Votes to Govern:** At all meetings of owners, every question shall, unless otherwise required by the Act, the Declaration or the By-laws of the Corporation, be decided by a majority of the votes cast on the question.

- 4.13 **Entitlement to Vote:** Except where, under the Act or the By-laws of the Corporation, a unanimous vote of all owners is required, an owner is not entitled to vote at any meeting if any common expense or other monetary contribution payable in respect of his or her unit are in arrears for more than thirty (30) days prior to the meeting, provided that such an owner may vote if the Corporation receives payment, by certified funds, of the arrears and all other costs and expenses owing before the meeting is held.
- 4.14 **Electronic Voting:** Notwithstanding any provision in the Corporation's by-laws with respect to the methods permitted for holding a vote or a recorded vote, votes for all questions proposed for consideration of the owners at a meeting of owners may be cast by a show of hands, personally or by proxy, or a recorded vote that is: (i) marked on a ballot cast personally or by a proxy; (ii) marked on an instrument appointing a proxy; or (iii) indicated by telephonic or electronic means if the Corporation makes available to owners a medium by which owners are able to cast a recorded vote by telephonic or electronic means. Votes cast by electronic voting shall be deemed a ballot for the purpose of any vote conducted at the meeting at which such ballot was cast. The electronic ballot shall be counted towards quorum as if an owner was present at the meeting. The telephonic or electronic voting system shall be in such form and contain such content and authentication procedures as may be prescribed by the Act or as otherwise may be approved by the Board from time to time.

ARTICLE V **BOARD OF DIRECTORS**

- 5.1 **Overall Function:** The affairs of the Corporation shall be managed by the Board.
- 5.2 **Number and Quorum:** The number of directors (collectively the "**Directors**" and individually a "**Director**") 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. In no event shall the quorum be increased past a simple majority of the number of Directors of the Board.
- 5.3 **Qualifications:** Each Director and each officer shall be a natural person who is eighteen (18) or more years of age, but need not own a unit or reside in a unit in the Condominium.
- 5.4 **Disqualification:** A Director or officer immediately ceases to be a Director (or officer, as the case may be), if such person:
- (a) is or becomes an undischarged bankrupt;
 - (b) the person has been found, under the *Substitute Decisions Act*, 1992 or the *Mental Health Act*, to be incapable of managing property;
 - (c) is a party to a matter before the Condominium Authority Tribunal, litigation, mediation, and/or arbitration against or with the Corporation;
 - (d) subject to the regulations set out in the Act, the person has been found to be incapable by any court in Canada or elsewhere;
 - (e) has not completed the required director training within six (6) months of being elected or appointed to the Board and/or has not sent evidence of same within fifteen (15) days of completion;
 - (f) the person has not complied with the prescribed disclosure obligations set out in the Act within the prescribed time;
 - (g) has registered against his or her unit a Certificate of Lien and the person does not obtain a discharge of the Lien within ninety (90) days of the registration of the Lien; or
 - (h) is a Director and fails to attend three (3) Board meetings in any given year and is unable to provide an explanation for his or her absence that is satisfactory to the Board, acting reasonably.
- 5.5 **Election and Term:** 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, 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.

- 5.6 **owner-occupied Units:** If at least fifteen (15%) percent of the units are owner-occupied on or after the time at which the Board is required to call the turnover meeting pursuant to Section 43 (the '**Turnover Meeting**'), no persons other than the owners of owner-occupied units (as defined in Section 51(5) may elect a person to or remove a person from one (1) of the positions on the Board (the "**owner-Occupied Director**"). The owner-Occupied Director shall be the Director for the one (1) year term, and thereafter when that position becomes vacant, the Director for that position shall be voted upon only by the owners of owner-occupied units. If the number of owner-occupied units does not exceed 15% 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 term 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, the Director for that position shall be voted upon only by the owners of owner-occupied units.
- 5.7. **Consent:** No election or appointment of a person as a Director shall be effective unless:
- (a) he or she consents in writing to act as a Director before his or her election or appointment or within ten (10) days thereafter; or
 - (b) he or she was present at the meeting when he was elected or appointed and did not refuse at that meeting to act as a Director.
- 5.8 **Removal of Directors:** A Director may be removed before the expiration of his or her term by a vote of owners who together own a majority of the units, and the owners may elect at any annual or special meeting any qualified person in place of any Director who has been so removed, or who has died or resigned, for the remainder of his or her term. The owner-Occupied Director may only be removed by a vote of the owners of the owner-occupied units.
- 5.9 **Filling of Vacancies:** If a vacancy in the membership of the Board occurs, other than by way of removal by a vote of owners or as a result of the number of Directors being increased, the majority of the remaining members of the Board may appoint any qualified person to be a member of the Board to fill such vacancy until the next annual meeting, at which time the vacancy shall be filled by election by the owners. However, when there is not a quorum of Directors in office, the Directors then in office shall forthwith call a meeting of owners to fill all the vacancies, and in default thereof, or if there are no Directors in office, the meeting may be called by any owner.
- 5.10 **Calling of Meetings of the Board of Directors:** Meetings of the Board shall be held from time to time at such place and at such time and on such day as the President and any other Director may determine; and the Secretary shall call meetings when directly authorized by the President and any other Director to do so. Unless otherwise provided in the By-laws of the Corporation to the contrary, notice of any meeting so called shall be given personally, by courier delivery, by prepaid mail, by telefax or by electronic communication addressed to each Director at the address for service given by each Director to the Corporation (or if no such address for service has been given, then to his or her last known place of residence) not less than forty-eight (48) hours (excluding any part of a Saturday, Sunday or a statutory holiday as defined by the *Interpretation Act* of Canada for that 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 the meeting or otherwise signified in writing their consent to the holding of such meeting. A Director who attends a meeting shall be deemed to have waived the right to object to a failure to give the required notice unless the Director expressly objects to such failure at the meeting. If any notice of a Directors' meeting is mailed, telefaxed or couriered as aforesaid, then same shall be deemed to have been received and to be effective on the third (3rd) business day following the date on which same was mailed, or on the first (1st) business day following the date on which same was telefaxed, electronically communicated or couriered.
- 5.11 **Board Meetings by Teleconference:** A meeting of the Board of Directors 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 Section 35(5) and this By-law) to be present at such meeting. The Board may, by resolution signed by all of the Directors, provide their consent, in advance, to have meetings of the Board conducted in the manner contemplated herein, without the necessity of requiring new consents prior to each and every meeting, provided that such resolution (and the standing consent referred to therein) shall be automatically rendered ineffective from and after (but not prior to) the delivery to the Board by any Director of a written notice revoking his or her consent to such resolution.

- 5.12 **Regular Meetings:** The Board may appoint a day or days in any month or months for regular meetings at a place and hour to be named. A copy of any resolution of the Board fixing a place and time of regular meetings of the Board shall be sent to each Director forthwith after being passed, but no other notice shall be required for any such regular meeting.
- 5.13 **First Meeting of New Board:** The Board may, without notice, hold its first meeting for the purpose of organization, and for the election and appointment of officers, immediately following the meeting of the owners during which time the Directors of the Board were elected, provided that a quorum of Directors is present.
- 5.14 **Disclosure by Directors of Interest in Contracts:** Every Director of the Corporation who has, directly or indirectly, any material interest in any material contract or transaction, to which the Corporation is or will be a party (other than one in which his or her interest is limited to remuneration as a Director, officer or employee), or any material interest in a proposed contract or transaction to which the Corporation will be a party, shall declare his or her interest in such contract or transaction, at a meeting of the Directors of the Corporation and shall, at that time, disclose in writing the nature and extent of such interest. Such Director shall not be present during discussion at a meeting, shall refrain from voting and shall not, in respect of such contract or transaction, be counted in the quorum, unless the Director's interest in it is or would be limited solely to the insurance described in Section 39 or his or her remuneration as a Director, officer or employee of the Corporation, or unless the Director's interest arises or would arise solely because the Director is a Director, officer or employee of the declarant, if the Director has been appointed to the first Board by the declarant under Subsection 42 (1). A general notice to the Board by a Director declaring that he is a Director or officer of, or has a material interest in, any company or other entity that is a party to a contract or proposed contract with the Corporation, is a sufficient declaration of his or her interest in relation to any contract so made. If a Director has complied with the requirements of the Act contemplated in this Section, then such Director, if he was acting honestly and in good faith at the time the contract or transaction was or is entered into, is not, by reason only of holding the office of Director, accountable to the Corporation or to any owners for any profit or gain realized from such contract or transaction, and such contract or transaction is not voidable by reason only of the Director's interest therein.
- 5.15 **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 exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.
- 5.16 **Protection of Directors and Officers:** No Director or officer shall be liable for the acts, neglect or default of any other Director or officer, or for any loss or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired by resolution or order of the Board for or on behalf of the Corporation, or for the insufficiency or deficiency of any security in, or upon which, any of the monies of the Corporation shall be invested (provided, however, that such investment was made in compliance with the requirements of the Act), 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 or her part, or for any other loss, damage or misfortune which might happen in the execution of the duties of his or her office or in relation thereto, unless the same shall happen through or in connection with his or her own dishonest or fraudulent act or acts.
- 5.17 **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 for or in respect of anything done, permitted to be done by him, or omitted to be done by him, in respect of the execution of the duties of his or her office; and
 - (b) all other costs, charges and expenses which such Director or officer sustains or incurs in respect of the affairs of the Corporation;
- (hereinafter collectively referred to as the "**Liabilities**") unless the Act or the By-laws of the Corporation otherwise provide, on the understanding that:
- (a) 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 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;

- (b) 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
 - (c) the Corporation is given the right to join in the defense of any such action, suit or proceeding.
- 5.18 **Indemnity insurance:** Subject to any limitations contained in the Act, the Corporation shall purchase and maintain insurance for the benefit of every Director and officer of the Corporation in order to indemnify them against the Liabilities.
- 5.19 **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.
- 5.20 **Deemed Consent of 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.
- 5.21 **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:
- (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 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) the adjournment of the meeting; and
 - (i) certification of the Secretary and Chair of the meeting.

ARTICLE VI **OFFICERS**

- 6.1 **Elected President:** At the first meeting of the Board, and after each election of the Directors, the Board shall elect from among its members a President. In default of such election, the then incumbent, if a member of the Board, shall hold office until his or her successor is elected. A vacancy occurring from time to time in such office of the President may be filled by the Board from among its members.
- 6.2 **Appointed Officers:** From time to time the Board shall appoint a secretary (the "**Secretary**"), and may appoint one or more vice-presidents (the "**Vice Presidents**"), a general manager (the "**General Manager**"), a treasurer (the "**Treasurer**") and such other officers as the Board may determine, including one or more assistants to any of the officers so appointed. The officer so appointed may, but need not be, a member of the Board. One person may hold more than one

office, and if the same person holds both the office of the Secretary and the office of Treasurer, he or she may be known as the secretary-treasurer (the "**Secretary-Treasurer**").

- 6.3 **Term of Office:** Subject to the provisions of any written agreement to the contrary, the Board may remove at its pleasure any officer of the Corporation.
- 6.4 **President:** The president (the "**President**") shall, when present, preside at all meetings of the owners and of the Board, and shall be charged with the general supervision of the business affairs of the Corporation. Except when the Board has appointed a General Manager or managing director (the "**Managing Director**"), the President shall also have the powers and be charged with the duties of that office.
- 6.5 **Vice-President:** During the absence of the President, his or her duties may be performed and his or 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), save that no Vice-President shall preside at a meeting at the Board or at a meeting of owners who is not qualified to attend such meeting as a Director or owner, as the case maybe. If a Vice-President exercises any such duty or power, the absence of the President shall be presumed with reference thereto. A Vice-President shall also perform such duties and exercise such powers as the Board may prescribe from time to time.
- 6.6 **Secretary:** The Secretary shall give or cause to be given all notices required to be given to the owners, Directors, auditors, mortgagees and all others entitled thereto. The Secretary shall attend all meetings of the Directors and of the owners and shall enter or cause to be entered in books kept for that purpose, minutes of all proceedings at such meetings. The Secretary shall be the custodian of all books, papers, records, documents and other instruments belonging to the Corporation and he shall perform such other duties as may from time to time be prescribed by the Board.
- 6.7 **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, the Treasurer shall control the deposit of the money, the safekeeping of securities and the disbursement of funds of the Corporation. The Treasurer shall render to the Board at any meeting thereof, or whenever required of the Treasurer, an account of all his or 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.
- 6.8 **General Manager:** The General Manager, if one is 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 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 by the Board from time to time.
- 6.9 **Other Officers:** The duties of all other officers of the Corporation shall be such as the terms of their engagement call for, or as the Board may require of them. Any of the powers and duties of an officer to whom an assistant has been appointed may be exercised and performed by such assistant unless the Board otherwise directs.
- 6.10 **Agents and Attorneys:** The Board shall have the power to appoint, from time to time, agents or attorneys of the Corporation who shall have such powers of management or otherwise (including the power to sub-delegate) as the Board may think fit in its sole discretion.
- 6.11 **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 advisory 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, budget, rules and/or any other matters related to the common elements or 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.
- 6.12 **Condominium Management:** Only a licensed condominium manager or licensed condominium management company under the *Condominium Management Services Act, 2015* (the "**Condominium Manager**") may be appointed by the Board from time to time. The condominium manager shall be responsible for the general management and direction of the Corporation's business affairs, subject to the overriding authority of the Board and the supervision of the President. The duties, services, remuneration and any contractual provisions applicable to the Condominium Manager shall be specified in writing as determined from time to time by the Board. The Board may permit the Condominium Manager to exercise some or all of the specified services normally provided by a Condominium Manager, subject to any appropriate adjustments to any

condominium management agreement currently in effect as may be mutually agreed with the Condominium Manager. The services rendered by the Condominium Manager shall be specified in writing and shall be exclusive of the services rendered by the Directors.

ARTICLE VII

BANKING ARRANGEMENTS AND CONTRACTS

- 7.1 **Banking Arrangements:** The banking business of the Corporation or any part thereof shall be transacted with such bank or trust company as the Board may designate or authorize from time to time by resolution, and all such banking business, or any part thereof, shall be transacted on the Corporation 's behalf by any one or more officers, or other persons, as the Board may designate or authorize from time to time by resolution, and to the extent therein provided, including, without restricting the generality of the foregoing, the operation of the Corporation 's accounts, the making, signing, drawing, accepting, endorsing, negotiating, lodging, depositing or transferring of any cheques, promissory notes, drafts, acceptances, bills of exchange and orders relating to any property of the Corporation; the execution of any agreement relating to any such banking business, and the defining of the rights and powers of the parties thereto; and the authorizing of any officer of such bank or trust company to do any act or thing on the Corporation 's behalf to facilitate such banking business.
- 7.2 **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 the President or the Vice-President, together with the Secretary or any other Director. Any contract or obligation within the scope of any management agreement entered into by the Corporation may be executed on behalf of the Corporation in accordance with the provisions of such management agreement. Notwithstanding any provisions to the contrary contained herein, the Board may, subject to the provisions of the Act, at any time and from time to time, direct the manner in which, and the person or persons by whom any particular deed, transfer, contract or obligation or any class of deeds, transfers, contracts or obligations of the Corporation may or shall be signed.
- 7.3 **No Seal:** Despite anything contained in this By-law to the contrary, any type or class of document, contract, or other writing otherwise requiring a seal need not be executed under seal of the Corporation by any person nor duly witnessed, 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 " is clearly set out below the signature(s), and such a document, contract, or other writing has the same effect for all purposes as if executed under seal.
- 7.4 **Execution of the Status Certificate, Certificates of Lien and Discharges of Lien, Information Certificates, Condominium Returns and Notices of Change:** Status certificates, certificates and discharge of lien, information certificates, condominium returns and notice of change as required by the Act may be signed by any officer or Director of the Corporation or any person authorized by resolution of the Board with or without the seal of the Corporation affixed thereto, provided that the Board may, by resolution, direct the manner in which, and the person(s) by whom, such certificates may or shall be signed.

ARTICLE VIII

FINANCIAL YEAR-END

- 8.1 Unless otherwise determined by resolution of the Board, the financial year of the Corporation shall end in each year on the last day of the month in which the Declaration and description creating the Corporation were registered.

ARTICLE IX

THE CORPORATION

- 9.1 **Duties of the Corporation:** In addition to the duties and obligations set forth in the Declaration of the Corporation, the duties of the Corporation shall include, but shall not be limited to, the following:
- (a) operating, caring, upkeeping, repairing, maintaining, controlling, managing and administering the common elements and assets of the Corporation;
 - (b) collecting the common expenses assessed against the owners;
 - (c) arranging for the supply of all requisite private or public utility services to the common elements and to the units (unless separately metered), except where the Corporation is 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 any indirect or

consequential damages, or for damages for personal discomfort or illness by reason of the breach of such duty;

- (d) obtaining and maintaining such insurance for damage to the units and common elements (save for insurance for damage to improvements made to a dwelling unit), as may be required by the Act, the Declaration or the By-laws;
- (e) obtaining and maintaining such 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 such Directors or officers incurred as a result of contravention of any duties imposed upon him or her pursuant to the Act;
- (f) repairing after damage and restoring the units and the common elements in accordance with the provision of the Act, the Declaration and the By-laws;
- (g) obtaining and maintaining fidelity bonds where obtainable, in such amounts as the Board may deem reasonable, for such officers and Directors or employees as are authorized to receive or disburse any funds on behalf of the Corporation;
- (h) causing audits to be made after every year-end and making financial statements available to the owners and mortgagees in accordance with the Act and the By-laws;
- (i) effecting compliance by the owners, residents, tenants, licencees, employees, and invitees with the Act, the Declaration, the By-laws and the rules;
- (j) providing status certificates, and such statements and information as may be prescribed by the Act;
- (k) 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;
- (l) the employment and dismissal of personnel necessary for the maintenance and operation of the common elements, assets and portions of the units that the Corporation is obligated to maintain, if applicable;
- (m) the calling and holding of meetings of owners and the Board and the delivery of notices as required by the Act;
- (n) the preparation and delivery of periodic information certificates, information certificate updates and new owner information certificates to be sent to owners in accordance with Section 26.3 unless exempted pursuant to the Act;
- (o) the payment of all fees and assessments levies from time to time by the Condominium Authority pursuant to the Act;
- (p) the preparation and filing of all returns and notices with the Registrar as may be required from time to time by the Act in accordance with the timelines prescribed in the Act;
- (q) the consistent and timely enforcement of the provisions of the Act, the Declaration, the By-laws and the rules of the Corporation;
- (r) 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;
- (s) taking all reasonable steps to collect from each unit owner his or her proportionate share of the common expenses, and to maintain and enforce the Corporation's lien arising pursuant to Section 85(1) against each unit in respect of which the owner has defaulted in the payment of common expenses; and
- (t) keeping and maintaining adequate records as set out in the Act and the By-laws from time to time, including without limitation, those records set out in Article III hereof.

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

- (a) employing and dismissing personnel necessary or desirable for the maintenance and operation of the common elements;

- (b) adopting and amending the rules of the Corporation concerning the operation and use of the property;
- (c) employing a building manager or management company at a compensation to be determined by the Board, to perform such duties and services as the Board shall authorize;
- (d) investing monies held in the reserve fund(s) by the Corporation, provided that such investments shall be those permitted by the Act;
- (e) commencing, responding to, settling, adjusting, compromising or referring to the Condominium Authority Tribunal, mediation and/or arbitration or litigation any disputes and/or claims which may be made upon, against or asserted on behalf of the Corporation;
- (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 overdraft protection, in its general account, in an amount not exceeding one-twelfth (1/12) of the Corporation's current budget without approval of the owners;
- (g) retaining any securities or other real or personal property received by the Corporation, whether or not the same is authorized by any law (present or future) for the investment of trust funds;
- (h) selling, conveying, exchanging, assigning or otherwise dealing with any real or personal property at any time owned by the Corporation, at any price, on such terms, and in such manner as the Board may in its sole discretion deem advisable, and to do all things and execute all documents required to give effect to the foregoing;
- (i) leasing any part of the non-exclusive use common elements, or granting any easement, right-of-way or license over, upon, under or through (or otherwise affecting) any part or parts of the non-exclusive use 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) 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;
- (j) the right, but not the obligation, to lease or grant a license, easement or access rights in favour of any telecommunications provider or utility provider which provides services to the owners and residents of units with respect to any part of the common elements and assets of the Corporation (except such common elements over which an owner has the exclusive use), for such consideration, during such term and upon such provisions and conditions as the Board may determine to be in the best interest of the owners from time to time;
- (k) the right, but not the obligation, to enter into a bulk telecommunications agreement with a telecommunications provider who shall provide telecommunication services to the owners and residents of units for such consideration, during such term and upon such provisions and conditions as the Board may determine to be in the best interests of the owners from time to time, in which event the Corporation shall have a duty to pay the bulk telecommunications fee and any related expense which it contracts to incur, which amounts shall constitute a common expense to the Corporation;
- (l) the holding of residents' social activities and purchasing of gifts or making donations where there is a death or illness of an owner or resident or for a service award for an employee or an owner or resident's volunteer contribution to the Corporation, provided such costs for the foregoing are reasonable;

- (m) the authority to object to assessments under the *Assessments 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; and
- (n) the power and authority to enter into (and bind the Corporation to the terms and provisions of) the following agreements, namely:
 - (i) a management agreement with an individual or a corporation to manage the affairs, assets, units and common elements 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) entering into or assuming, as applicable, 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;
 - (iv) entering into or assuming, as applicable, shared facilities, cost sharing or reciprocal operating agreement(s) with adjacent property owners and/or condominium corporations;
 - (v) entering into or assuming, as applicable, any agreement with a municipality, where such agreement by its terms requires assumption or requires that the Corporation directly enter into an agreement with the municipality; and
 - (vi) any other agreements which may be permitted by the Act and the Declaration and which are deemed advisable, desirable or necessary by the Board, from time to time; and
- (o) the delegation to such one or more of the officers and/or directors of the Corporation as may be designated by the directors, all or any of the powers conferred by the foregoing clauses of this Paragraph 9.2 and in such manner as the directors shall determine at the time of such delegation.

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 or served, shall be sufficiently given or served if given in accordance with the following:
- (a) **to an owner**, who has notified the Corporation of his or her interest in any unit and his or her address for service, by giving same to him, (or to any Director or officer of the owner, if the owner is a Corporation) either
 - (i) personally, by courier, or by ordinary mail, postage prepaid, addressed to him at the address for service given by such owner to the Corporation; or
 - (ii) facsimile transmission, electronic mail, or any other method of electronic communication if the owner agrees in writing that the party giving the notice may give the notice in this manner; or
 - (iii) delivered at the owners unit or at the mail box for the unit unless,
 - (1) the party giving the notice has received a written request from the owner that the notice not be given in this manner, or
 - (2) the address for service that appears in the record is not the address of the unit of the owner.
 - b) **to a mortgagee**, who has notified the Corporation of his or her interest in any unit and his or her address for service, and has confirmed that it has under the terms of the mortgage the right to vote at a meeting of owners in the place of the unit owner (or to consent in writing in the place of the unit owner), by giving same to him or her, or to any Director or officer of the mortgagee, 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 any other method of electronic communication if the owner agrees in writing that the party giving the notice may give the notice 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, such notice shall be deemed to have been received (and to be effective) on the third (3rd) business day following the day on which same was mailed, or on the first (1st) business day following the date on which same was telefaxed, or couriered (or sent by electronic mail, or any other method of electronic communication, if previously agreed to by the owner or mortgagee).
- 10.3 **Omissions and Errors:** The accidental omission to give any notice to anyone entitled thereto, or the non-receipt of such notice, or any error in any notice not affecting the substance thereof, shall not invalidate any action taken at any meeting 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 Concerning Common Expenses:** The common expenses, as provided for in the Act and in the Declaration, shall be assessed by the Board and levied against the owners in the proportions in which they are required to contribute thereto pursuant to the provisions of the Declaration. The Board shall, from time to time, and at least once annually, prepare the 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.
- 11.2 **Duties of the Board Concerning Reserve Fund:** In addition to the foregoing, the Corporation shall establish and maintain such reserve funds in accordance with the requirements of the Act, and shall collect from the owners as part of their contribution towards the common expenses, amounts that the Board determines sufficient for such major repair and replacement, calculated on the basis of expected repair and replacement costs and life expectancy of the common elements and assets of the Corporation . Moreover, the Board shall conduct a reserve fund study within the first year following registration (irrespective of whether the Turnover Meeting has occurred within said time frame), shall conduct subsequent reserve fund studies or updates thereof (at the times prescribed by the Act or the regulations thereto), shall notify the owners and the auditor, and shall implement the plan for future funding of the reserve, in order to make sufficient provision for a reserve fund in the annual budget.
- 11.3 **Notice of Common Expenses to Owners:** The Board shall advise each owner promptly in writing of the total amount of common expenses payable by each owner respectively, and shall give copies of all budgets on which such common expenses are based to all owners and mortgagees entered on the Register, in accordance with the provisions of the By-laws of the Corporation.
- 11.4 **Owners Obligations:** Each owner shall be obliged to pay to the Corporation the amount of common expenses assessed against such owner's unit, in equal monthly instalments due and payable on the first (1st) day of each and every month throughout the twelve (12) month period (or other period of time) to which such assessment relates or is otherwise applicable, until such time as a new budget or assessment is given to such owner. If the Board so directs, each owner shall forward to the Corporation forthwith a series of post-dated cheques covering the monthly common expenses payable during the period to which such assessment relates. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any rules of the Corporation in force from time to time by any unit owner, or by members of his or her family and/or their tenants, residents, employees, invitees or licensees, shall be borne and/or paid for by such owner, and may be recovered by the Corporation against such owner in the same manner as common expenses.
- 11.05 **Extraordinary Expenditures:** Extraordinary expenditures not contemplated in the foregoing budget for which the Board shall not have sufficient funds, and funds required to establish reserves for contingencies and deficits, may be assessed at any time during the year in addition to the annual assessment, by the Board serving notice(s) of such further assessment(s), on all owners. The notice shall include a written statement setting out the reasons for the extraordinary assessment and shall be payable by each owner within ten (10) days from the date of the receipt

of such notice, or within such further period of time and in such instalments as the Board may otherwise determine.

11.06 **Default in Payment of Assessment:**

- (a) Arrears of payments required to be made under the provisions of this Article XI shall bear interest at the rate of twenty-four (24%) percent per annum, calculated and compounded monthly, not in advance, until paid, and shall be deemed to constitute a reasonable charge incurred by the Corporation in collecting the unpaid amounts within the meaning of the Act;
- (b) In addition to any remedies or liens provided by the Act, if any owner is in default of payment of a common expense assessment levied against him for a period of fifteen (15) days, then the Board may bring legal action for and on behalf of the Corporation to enforce collection thereof and there shall be added to any amount found due, all costs of such action, including costs on a solicitor-and-client basis; and
- (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.

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 or 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 himself, the Board 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, 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 pursuant to Section 134.

12.3 **Insurance Deductible:** In accordance with Section 105, where an owner, a lessee of an owner or a person residing in the owner's unit with the permission or knowledge of the owner, through an act or omission causes damage to the owner's unit and/or to any portion of the common elements or to any other units, then the owner of such unit shall be responsible for the aggregate cost of repairing all of the damage so incurred, up to a maximum of the insurance loss deductible maintained by the Corporation with respect to its insurance policies from time to time and said amount shall be added to the common expenses payable for the owner's unit and with corresponding lien rights in favour of the Corporation against such owner's unit (similar to the case of common expense arrears). Notwithstanding the foregoing, each owner of a unit shall indemnify and save harmless the Corporation and all other owners from any deductible loss under the Corporations insurance policies from time to time related to damage resulting from an act or omission of the owner or the owner's guests, agents or occupants of the units. Accordingly, if any such damage is caused to any part of the property, any related deductible loss under the Corporations insurance policies from time to time shall be added to the common expenses payable for the owner's unit and with corresponding lien rights in favour of the Corporation against such owner's unit (similar to the case of common expense arrears). Each unit owner shall obtain and maintain insurance, including personal liability insurance, covering the owners' risk as set forth in this by-law.

ARTICLE XIII
RULES GOVERNING THE USE OF UNITS AND COMMON ELEMENTS

- 13.1 The Board may make, amend, and repeal rules respecting the use of the common elements, units, and assets of the Corporation, in order to promote the safety, security and 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, the units, and/or the assets of the Corporation. Every rule made by the Board shall be effective thirty (30) days after notice thereof has been given to each owner, unless the Board is in receipt of a written requisition requiring a meeting of the owners to consider one or more of such rules, or unless the rule or an amendment to a rule has substantially the same purpose or effect as a rule that the owners have previously amended or repealed within the preceding two (2) years, in which case such rule or amendment is not effective until the owners approve it, with or without amendment, at a meeting duly called for that purpose. If such a meeting of owners is requisitioned or otherwise called, then those rules which are the subject matter of said requisition or meeting shall become effective only upon the approval of a majority of the owners (represented in person or by proxy) at such meeting.
- 13.2 The Rules shall be complied with and enforced in the same manner as the By-laws, but the owners may, at any time, amend or repeal a rule at a meeting of owners duly called for that purpose, and for greater certainty, the rules shall be observed by the owners and all residents, tenants, invitees or licensees of the units.

ARTICLE XIV
MISCELLANEOUS

- 14.1 **Invalidity**: The invalidity of any part or parts of this By-law shall not impair or affect in any manner the validity and enforceability 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.
- 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 hereof but shall be deemed to be inserted for convenience of reference only.
- 14.5 **Statutory References**: Any references to a Section or Sections of the Act in this By-law (or in any By-laws or rules hereafter enacted by the Corporation) shall be read and construed as a reference to the identical or similarly appropriate Section or Sections (as the case may be) of any successor legislation to the Act.

DATED this • day of •, 20•.

York Region Standard Condominium Corporation No. • hereby enacts the foregoing By-law, having been duly approved by all of the Directors of the Corporation and confirmed, without variation, by the declarant who owns one hundred (100%) percent of the units in the Corporation, pursuant to the provisions of the Act.

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

Per. _____
President – •

Per _____
Secretary – •
I/We have 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. ● (known as the “**Corporation**”) certifies that:

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

DATED this ____ day of _____, 20__.

YORK REGION STANDARD CONDOMINIUM CORPORATION No.

●

Per: _____
President -

Per: _____
Secretary-

We have authority to bind the Corporation.

SCHEDULE "A"

**BY-LAW NO. 2
FOR
YORK REGION STANDARD CONDOMINIUM CORPORATION NO. ●**

BE IT ENACTED AS By-Law No. 2 of York Region Standard Condominium Corporation No. ●
(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 debts and unpaid calls, rights, powers, franchises and undertakings, to secure any such securities or any money borrowed, or other debts, or any obligation or liability of the Corporation;
- (c) delegate to such one or more of the Officers and Directors of the Corporation as may be designated by the Directors all or any of the powers conferred by the foregoing clauses of this by-law to such extent and in such manner as the Directors shall determine at the time of such delegation;
- (d) give indemnities to any Director or other person who has undertaken or is about to undertake any liability on behalf of the Corporation;
- (e) provided that any borrowing which would result in total borrowing aggregating more than one month's total contribution to common expenses for any one occurrence shall require the approval of the owners owning a majority of the units at a duly called meeting of the owners.

The foregoing By-Law is hereby enacted as By-Law No. 2 of York Region Standard Condominium Corporation No. ●.

DATED at _____, the ● day of ●, 20●.

**YORKR REGION STANDARD CONDOMINIUM
CORPORATION NO. ●**

Per: _____
Name:
Title: President

Per: _____
Name:
Title: Secretary

We have 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. ● (known as the "**Corporation**") certifies that:

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

DATED this ____ day of _____, 20__.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO.

●

Per: _____
President -

Per: _____
Secretary-

We have authority to bind the Corporation.

SCHEDULE "A"

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

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

1. That the Corporation enter into an agreement in the form of agreement annexed hereto as Schedule "A" (hereinafter called the "**Agreement**") with Silhouette Aurora Inc. (hereinafter called the "**Declarant**") agreeing to the following:
 - (a) the Corporation shall have no rights against the Declarant beyond those that are specifically granted to the Corporation under the Condominium Act, 1998 the Ontario New Home Warranties Plan Act, the New Home Construction Licensing Act, 2017 and by Tarion Warranty Corporation and the Home Construction Regulatory Authority;
 - (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 (as that term is defined in the declaration), the Corporation and the Building (as that term is defined in the declaration) shall be through the process established for and administered by Tarion Warranty Corporation and the Home Construction Regulatory Authority, as applicable;
 - (c) the Corporation, together with the Declarant, shall appoint and constitute Tarion Warranty Corporation or the Home Construction Regulatory Authority, as applicable, 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 outstanding, incomplete or deficient construction items or any related matters in respect of the Property 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, agent or trustee of another person, firm, corporation, partnership, limited partnership or other legal entity and the such acknowledgment and agreement may be pleaded as an estoppel and bar in any action or proceeding brought by the Corporation to assert any right, claims or causes of action against any person, firm, corporation or legal entity other than the legal entity as the Declarant.
 - (f) the Agreement shall neither be terminated nor terminable by the Corporation following the Turnover Meeting; and
 - (g) the Agreement shall enure to the benefit of and be binding upon their respective successors and assigns of the parties hereto.
2. That any two (2) directors of the Corporation be and are hereby authorized to execute, on behalf of the Corporation, the Assumption Agreement, together with all other documents or instruments which are ancillary to the Assumption Agreement, including without limitation, all instruments or affidavits which may be required in order to register the Assumption Agreement. The affixation of the corporate seal of the Corporation to all such documents and instruments as hereby authorized, ratified, sanctioned and confirmed.

The foregoing By-Law is hereby enacted as By-Law No. 3 of York Region Standard Condominium Corporation No. ●.

DATED at _____, the ● day of ●, 20●.

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

Per: _____
Name:
Title: President

Per: _____
Name:
Title: Secretary
We have authority to bind the Corporation.

SCHEDULE "A"

THIS AGREEMENT made this ● day of ●, 20●.

B E T W E E N:

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

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

OF THE FIRST PART;

- and -

SILHOUETTE AURORA INC.

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

OF THE SECOND PART;

WHEREAS the Corporation was created by the registration of a declaration and description in accordance with the provisions of the *Condominium Act, 1998* which declaration and description have been registered in the Land Titles Division of the Land Registry Office of York Region (No. 65) as Instrument No. ● (the "**Declaration**") creating a condominium plan legally known as York Region Standard Condominium Plan No. ● (the "**Condominium Plan**"), relating to the land and any interest appurtenant to the land described in the Description located at 15086, 15094 and 15106 Yonge Street, Aurora, Ontario (the "**Property**");

AND WHEREAS the Corporation has agreed to enter into an Agreement with the Declarant made effective as of ●, being the registration date of the Corporation with respect to any outstanding, incomplete or deficient construction items and any other related matters relating to the Property, the Corporation and the Building, in accordance with the terms and conditions of this Agreement.

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

1. the Corporation shall have no rights against the Declarant beyond those that are specifically granted to the Corporation under the Condominium Act, 1998, the Ontario New Home Warranties Plan Act, the New Home Construction Licensing Act, 2017 and by Tarion Warranty Corporation and the Home Construction Regulatory Authority;
2. 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 other Property, the Corporation and the Building shall be through the process established for and administered by Tarion Warranty Corporation and the Home Construction Regulatory Authority;
3. the Corporation, together with the Declarant, shall appoint and constitute Tarion Warranty Corporation or the Home Construction Regulatory Authority, as applicable, as the sole and final arbiter of all such matters;
4. 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;
5. the Corporation shall acknowledge and agree that it shall have no claim or cause of action as a result of any outstanding, incomplete or deficient construction items or any related matters in respect of the Property 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, agent or trustee of another person, firm, corporation, partnership, limited partnership or other legal entity and the such acknowledgment and agreement may be pleaded as an estoppel and bar in any action or proceeding brought by the Corporation to assert any right, claims or causes of action against any person, firm, corporation or legal entity other than the legal entity as the Declarant;

- 6. the Agreement shall neither be terminated nor terminable by the Corporation following the Turnover Meeting; and
- 7. the Agreement shall enure to the benefit of and be biding upon their respective successors and assigns of the parties hereto.
- 8. the parties hereto covenant and agree to forthwith execute all further assurances, easement agreements or other documents or instruments as may be necessary or required to carry out the intent of this Agreement.
- 9. this Agreement may be executed in one or more counterparts, each of which when so executed shall constitute an original, and all of which shall together constitute one and the same Agreement.

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

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. ●

Per: _____
Name:
Title: President

Per: _____
Name:
Title: Secretary

We have authority to bind the Corporation.

SILHOUETTE AURORA INC.

Per: _____
Name:
Title: President

I have 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. ● (known as the "**Corporation**") certifies that:

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

DATED this ____ day of _____, 20__.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. ●

Per: _____
President –

Per: _____
Secretary –

We have authority to bind the Corporation.

SCHEDULE "A"

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

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

1. That the Corporation enter into an assumption agreement in the form of agreement annexed hereto as Schedule "A" (hereinafter called the "**Assumption Agreement**") for the purposes of:
 - (a) confirming the provisions of that certain municipal agreement made the ● day of ●, 20● between Silhouette Aurora Inc. and the ● (the "**Municipal Agreement**"); and
 - (b) confirming the Corporation's agreement to assume and be bound by the terms and provisions of the Municipal Agreement including the Corporation's agreement to assume all of the covenants, terms, provisos, stipulations and conditions of the Municipal Agreement to be observed and performed by Silhouette Aurora Inc. and to release and indemnify Silhouette Aurora Inc. as therein confirmed.
2. That the Corporation be and it is hereby authorized to execute any formal transfers or conveyances of easements as may be required from time to time in order to give effect to the provisions of the Municipal Agreement.
3. That all terms, provisions and conditions set out in the Municipal Agreement without limitation all covenants and agreements made by or on behalf of the Corporation are hereby authorized, ratified, sanction and confirmed.
4. That any two (2) directors of the Corporation be and are hereby authorized to execute, on behalf of the Corporation, the Assumption Agreement, together with all other documents or instruments which are ancillary to the Assumption Agreement, including without limitation, all instruments or affidavits which may be required in order to register the Assumption Agreement. The affixation of the corporate seal of the Corporation to all such documents and instruments as hereby authorized, ratified, sanctioned and confirmed.

The foregoing By-Law is hereby enacted as By-Law No. 4 of York Region Standard Condominium Corporation No. ●.

DATED at _____, the ● day of ●, 20●.

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

Per: _____
Name:
Title: President

Per: _____
Name:
Title: Secretary

We have authority to bind the Corporation.

SCHEDULE "A"

THIS AGREEMENT made this ● day of ●, 20●.

B E T W E E N:

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

OF THE FIRST PART;

- and -

SILHOUETTE AURORA INC.
(hereinafter called the "**Declarant**")

OF THE SECOND PART.

WHEREAS the Declarant and the Town of Aurora entered into a municipal agreement made the ● day ●, 20● (the "**Municipal Agreement**"), which agreement was registered against title to York Region Standard Condominium Plan No. ● on ●, 20●;

AND WHEREAS the Condominium Corporation has agreed to assume and thereby observe and perform all of the covenants, terms, provisos, stipulations and conditions in the Municipal Agreement;

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

1. The Condominium Corporation hereby acknowledges having previously received a copy of the Municipal Agreement.
2. The Condominium Corporation covenants and agrees that as of and from the date of registration of the Declaration of the Condominium Corporation that the Condominium Corporation hereby acknowledges its obligations as specified in the Municipal Agreement and that the Condominium Corporation will assume and thereby observe, perform and comply with all covenants, terms, provisos, stipulations and conditions in and under the Municipal Agreement to be observed, performed and complied with by the Declarant.
3. Upon the execution of this Agreement by the parties hereto, the Condominium Corporation hereby releases and forever discharges the Declarant from the Declarant's covenants and obligations arising under, or in connection with the Municipal Agreement and the Condominium Corporation further covenants to indemnify and save the Declarant harmless from and against any and all claims, demands, losses, liabilities, actions, judgments, costs and damages which the Declarant may suffer or incur arising directly or indirectly in connection with the Municipal Agreement.
4. This Agreement shall enure to the benefit of and be correspondingly binding upon the parties hereto and their respective successors and assigns.
5. The parties hereto covenant and agree to forthwith execute all further assurances, easement agreements or other documents or instruments as may be necessary or required to carry out the intent of this Agreement.
6. This Agreement may be executed in one or more counterparts, each of which when so executed shall constitute an original, and all of which shall together constitute one and the same Agreement.

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

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

Per: _____
Name:
Title: President

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

SILHOUETTE AURORA INC.

Per: _____
Name:
Title: President
I have 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. ● (known as the "**Corporation**") certifies that:

1. The copy of By-law Number 5, attached as Schedule "A", is a true copy of the by-law.
2. The by-law was made in accordance with the *Condominium Act, 1998*.
3. The Owners of a majority of the units of the Corporation have voted in favour of confirming the by-law.

DATED this ____ day of _____, 20__.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. ●

Per: _____
President -

Per: _____
Secretary-

We have authority to bind the Corporation.

SCHEDULE "A"
BY-LAW NO. 5
FOR
YORK REGION STANDARD CONDOMINIUM CORPORATION NO. ●

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

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

The foregoing By-Law is hereby enacted as By-Law No. 5 of York Region Standard Condominium Corporation No. ●.

DATED at _____, the ● day of ●, 20●.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. ●

Per: _____
Name:
Title: President

Per: _____
Name:
Title: Secretary

We have authority to bind the Corporation.

SCHEDULE "A"

THIS AGREEMENT made this ● day of ●, 20●.

B E T W E E N:

YORK REGION STANDARD CONDOMINIUM CORPORATION
NO. ●,

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

OF THE FIRST PART;

- and -

SILHOUETTE AURORA INC.

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

OF THE SECOND PART;

- and -

●
(hereinafter called the "**Supplier**")

OF THE THIRD PART.

WHEREAS ● (the "**Supplier**") and the Declarant have entered into a smart meter installation and services agreement (the "**Smart Meter Agreement**") made as of the ● day of ●, 20● for the supply and installation of unit smart meter systems and for unit smart meter services in the Condominium;

AND WHEREAS the Condominium Corporation was created by the registration of a declaration and description in accordance with the provisions of the *Condominium Act, 1998* which declaration and description have been registered in the Land Titles Division of the Land Registry Office of York Region (No. 65) as Instrument No. ● (the "**Declaration**") creating a condominium plan legally known as York Region Standard Condominium Plan No. ● (the "**Condominium Plan**");

AND WHEREAS the Condominium Corporation has agreed to assume and thereby observe and perform all of the covenants, terms, provisos, stipulations and conditions in the Smart Meter Agreement to be observed and performed by the Declarant.

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

1. The Condominium Corporation acknowledges receipt of a true copy of the Smart Meter Agreement.
2. As of the date of this Agreement, the Corporation hereby:
 - (a) assumes all rights, obligations and liabilities of the Declarant under the Smart Meter Agreement;
 - (b) agrees to pay all amounts by the Declarant, if any, under the Smart Meter Agreement, in the manner set forth in the Smart Meter Agreement; and
 - (c) agrees to do, observe, perform, keep and be bound by every term, covenant, proviso, condition and agreement contained in the Smart Meter Agreement to be done, observed, performed and kept by the Declarant as if the Condominium Corporation were an original party to the Smart Meter Agreement and as such had executed the Smart Meter Agreement.
3. It is expressly understood and agreed, that subject to the Declarant's obligations of payment pursuant to the Smart Meter Agreement arising prior to the registration and creation of the Condominium Corporation , upon the execution of this Agreement by the parties hereto, the Condominium Corporation hereby releases and forever discharges the Declarant from the

Declarant's covenants and obligations arising under, or in connection with the Smart Meter Agreement and the Condominium Corporation hereby covenants to indemnify and save the Declarant harmless from and against any and all claims, demands, losses, liabilities, actions, judgments, costs and damages which the Declarant may suffer or incur arising directly or indirectly in connection with the Smart Meter Agreement.

- 4. This Agreement shall enure to the benefit of and be correspondingly binding upon the parties hereto and their respective successors and assigns.
- 5. The parties hereto covenant and agree to forthwith execute all further assurances, easement agreements or other documents or instruments as may be necessary or required to carry out the intent of this Agreement.
- 6. This Agreement may be executed in one or more counterparts, each of which when so executed shall constitute an original, and all of which shall together constitute one and the same Agreement.

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

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. ●

Per: _____
Name:
Title: President

Per: _____
Name:
Title: Secretary

I/We have authority to bind the Corporation.

SILHOUETTE AURORA INC.

Per: _____
Name:
Title:
I have authority to bind the Corporation.

●

Per: _____
Name:
Title:
I have 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. ● (known as the "**Corporation**") certifies that:

1. The copy of By-law Number 6, attached as Schedule "A", is a true copy of the by-law.
2. The by-law was made in accordance with the *Condominium Act, 1998*.
3. The Owners of a majority of the units of the Corporation have voted in favour of confirming the bylaw.

DATED this day of , 20 .

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

Per: _____
President -

Per: _____
Secretary-

We have authority to bind the Corporation.

SCHEDULE "A"
BY-LAW NO. 6
FOR
YORK REGION STANDARD CONDOMINIUM CORPORATION NO. ●

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

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

The foregoing By-Law is hereby enacted as By-Law No. 6 of York Region Standard Condominium Corporation No. ●.

DATED the ● day of ●, 20●.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. ●

Per: _____
Name:
Title: President

Per: _____
Name:
Title:
We have authority to bind the Corporation.

SCHEDULE "A"

THIS AGREEMENT made this ● day of ●, 20●.

B E T W E E N:

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

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

OF THE FIRST PART;

- and -

SILHOUETTE AURORA INC.

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

OF THE SECOND PART;

- and -

●

(hereinafter called the "**Supplier**")

OF THE THIRD PART.

WHEREAS ● (the "**Supplier**") and the Declarant have entered into a bulk service internet agreement (the "**Bulk Internet Agreement**") made as of the ● day of ●, 20● for the supply and installation of broadband internet services on a bulk basis in the Condominium;

AND WHEREAS the Condominium Corporation was created by the registration of a declaration and description in accordance with the provisions of the *Condominium Act, 1998* which declaration and description have been registered in the Land Registry Office for the Land Titles Division of York (No. 65) as Instrument No. ● (the "**Declaration**") creating a condominium plan legally known as York Region Standard Condominium Plan No. ● (the "**Condominium Plan**");

AND WHEREAS the Condominium Corporation has agreed to assume and thereby observe and perform all of the covenants, terms, provisos, stipulations and conditions in the Bulk Internet Agreement to be observed and performed by the Declarant.

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

1. The Condominium Corporation acknowledges receipt of a true copy of the Bulk Internet Agreement.
2. As of the date of this Agreement, the Corporation hereby:
 - (a) assumes all rights, obligations and liabilities of the Declarant under the Bulk Internet Agreement;
 - (b) agrees to pay all amounts by the Declarant, if any, under the Bulk Internet Agreement, in the manner set forth in the Bulk Internet Agreement; and
 - (c) agrees to do, observe, perform, keep and be bound by every term, covenant, proviso, condition and agreement contained in the Bulk Internet Agreement to be done, observed, performed and kept by the Declarant as if the Condominium Corporation were an original party to the Bulk Internet Agreement and as such had executed the Bulk Internet Agreement.
3. It is expressly understood and agreed, that subject to the Declarant's obligations of payment pursuant to the Bulk Internet Agreement arising prior to the registration and creation of the Condominium Corporation, upon the execution of this Agreement by the parties hereto, the Condominium Corporation hereby releases and forever discharges the Declarant from the Declarant's covenants and obligations arising under, or in connection with the Bulk Internet Agreement and the Condominium Corporation hereby covenants to indemnify and save the

Declarant harmless from and against any and all claims, demands, losses, liabilities, actions, judgments, costs and damages which the Declarant may suffer or incur arising directly or indirectly in connection with the Bulk Internet Agreement.

- 4. This Agreement shall enure to the benefit of and be correspondingly binding upon the parties hereto and their respective successors and assigns.
- 5. The parties hereto covenant and agree to forthwith execute all further assurances, easement agreements or other documents or instruments as may be necessary or required to carry out the intent of this Agreement.
- 6. This Agreement may be executed in one or more counterparts, each of which when so executed shall constitute an original, and all of which shall together constitute one and the same Agreement.

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

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. ●

Per: _____
Name:
Title: President

Per: _____
Name:
Title:

I/We have authority to bind the Corporation.

SILHOUETTE AURORA INC.

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

●

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

RULES

1. GENERAL
2. QUIET ENJOYMENT
3. SECURITY
4. SAFETY
5. SMOKING AND CANNABIS
6. COMMON ELEMENTS
7. RESIDENTIAL UNITS
8. GARBAGE DISPOSAL
9. TENANCY OCCUPATION
10. PARKING
11. PATIO/TERRACE/ROOF TERRACE/PORCH AND EXTERIOR STAIRS
12. MOVING
13. 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, the Owners tenants, guests and invitees.

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 the Owners family, guests, servants, agents or occupants of the Owners 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 attack dogs shall be allowed in any Unit. No breeding of animals for sale shall be carried on, in or around 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 shall be permitted to be transmitted from one Unit to another. If the Board determines that any noise is being transmitted to another Unit and that such noise is an annoyance or a nuisance or disruptive, then the Owner of such Unit shall at the Owners expense take such steps as shall be necessary to abate such noise to the satisfaction of the Board. If the Owner of such Unit fails to abate the noise, the Board shall take such steps as it deems necessary to abate the noise and the Owner shall be liable to the Corporation for all expenses hereby incurred in abating the noise (including reasonable solicitor's fees).
- (c) No auction sales, private showing or public events shall be allowed in the any unit or the Common Elements.
- (d) Firecrackers or other fireworks are not permitted in any unit or on the Common Elements.
- (e) Any repairs to the Units or Common Elements shall be made only during reasonable hours.

3. SECURITY

- (a) 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 or common element keys 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) Building access doors shall not be left unlocked or wedged open for any reason.

- (f) Service elevator availability shall be allocated by the manager in accordance with the elevators and moving rules. Loading facilities shall only be used with prior permission and as scheduled by the manager.
- (g) No Owner 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.
- (h) Owners shall supply to the Board the names of all residents and tenants of all Residential Units and the license number of all motor vehicles that are parked in parking Units.

4. **SAFETY**

- (a) No storage of any combustible or offensive goods, provisions or materials shall be kept in any of the Units or Common Elements.
- (b) No propane or natural gas tank shall be kept in the Units or exclusive use Common Elements.
- (c) 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) Subject to the City of Belleville bylaws and other legislation enacted or amended from time to time and further subject to any approval that may be required by the City of Belleville Fire Department from time to time, barbecuing may take place on the exclusive use common elements using a natural gas hookup only if a natural gas hookup was installed by the Declarant. Otherwise no barbecuing shall be permitted on the exclusive use common elements. No propane tanks or other combustibles may be transported through the Common Elements and cannot be stored to the Common Elements, including the exclusive use Common Elements.
- (g) No Owner or occupant shall do, or permit anything to be done in the Owners 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) All outdoor amenities shall between November 1 to May 1 be used at the Owner's own risk and pathways will not be cleared during winter months.

5. **SMOKING AND CANNABIS**

- (a) The following terms shall have, for all purposes of this rule, the following meanings:
 - (i) **"Business Invitee"** means any contractor, tradesperson, agent, household worker, or other person hired by the tenant or resident to provide a service or product;
 - (ii) **"Cannabis"** has the meaning given to it in the *Cannabis Act* (Canada), as amended from time to time, including its regulations thereunder;
 - (iii) **"Code"** means the *Human Rights Code*, R.S.O. 1990, c. H.19, as thereafter amended and the regulations thereunder, of the Province of Ontario;
 - (iv) **"Medically Exempt Occupant"** has the meaning set out in Section 4 below;
 - (v) **"Smoke", "Smoked" or "Smoking"** means to inhale, exhale, hold, burn, light, carry, possess or otherwise have control over ignited, heated or lit: (i) tobacco; (ii) tobacco derivatives or similar synthetic preparations; (iii) Cannabis; and (iv) any other substance, or to vape using a vaping instrument, device or product (including but not limited to, an electronic cigarette, an electronic cigar and an electronic pipe) or any other instrument, device or product (including but not limited to cigarettes, cigars or pipes) whose use generates or creates smoke and/or emits an aerosol or vapour.
- (b) Smoking is prohibited in, on, around or upon all Units, Common Elements and exclusive use Common Elements of the Corporation.

- (c) No one shall:
- (i) sell, supply, advertise, grow, cultivate, propagate, manufacture, synthesize, process or harvest any Cannabis plants, tobacco or any other substance or any living thing from which same may be extracted or otherwise obtained or any other instrument, device or product related thereto on any part of the property, including, Units, Common Elements and exclusive use Common Elements;
 - (ii) permit the delivery of tobacco or Cannabis to a unit if such delivery is required to be handled by or otherwise requires the involvement of the concierge, security, Corporation staff and/or management; and
 - (iii) ignite, heat, lit, apply, consume or use any Cannabis edibles (i.e. baked goods), extracts (i.e. oil, wax and distillates) and topicals (i.e. ointments and oils) on any part of the property, including Units, Common Elements and exclusive use Common Elements if the use of same generates or creates smoke and/or emits an aerosol or vapour or odour or smells which is deemed by the board of directors or property manager, in their absolute discretion, to be inconvenience, annoying, danger, nuisance or disturbs the comfort, enjoyment or safety of other residents, the concierge, security, Corporation staff or management.
- (d) The board of directors may grant medical exemptions to an Owner or an occupant authorizing the Smoking of Cannabis and/or authorizing the production of Cannabis and/or the use of Cannabis edibles, extracts or topicals in a Unit if an Owner or an occupant requires accommodation on medical grounds (hereinafter referred to as the “**Medically Exempt Occupant**”). In order to be considered for a Medically Exempt Occupant exemption, the Owner or occupant requiring accommodation must notify the Corporation of the medical requirement for an exemption in writing and shall provide the board of directors with documentary evidenced from a licensed physician in the Province of Ontario treating the Owner or occupant seeking the exemption. Such documentary evidence shall, among other things that may be reasonably requested by the board of directors, clearly state in writing that:
- (i) there is no other equally effective means of ingesting, administering or otherwise using Cannabis to treat the medical condition other than by Smoking Cannabis and/or the use of Cannabis edibles, extracts or topicals; and/or
 - (ii) the production of Cannabis to satisfy the medical requirement is necessary and there is no other equally effective method by which to adequately satisfy the supply of Cannabis to treat the medical condition.

If an Owner or occupant is granted status as a Medically Exempt Occupant, such exemption must be confirmed in writing by the board of directors in order to be effective and may be subject to any conditions that the board of directors deems reasonably necessary from time to time.

The board of directors, acting reasonably, may at any time request that the medical requirement for the exemption be reconfirmed and/or require that any additional documentary evidenced be provided to establish and/or re-establish the medical requirement for the exemption.

Where a Medically Exempt Occupant is granted an exemption, the Owner or occupant granted the Medically Exempt Occupant exemption shall ensure that:

- (i) Smoking and/or the production of Cannabis and/or the use of Cannabis edibles, extracts or topicals is entirely contained in the Unit;
- (ii) all windows and exterior doors to the Unit are in a closed position when Smoking Cannabis and/or the use of Cannabis edibles, extracts or topicals in the Unit;
- (iii) the exhaust fans in the Unit are turned on when Smoking Cannabis and/or the use of Cannabis edibles, extracts or topicals in the Unit; and
- (iv) adequate air filters, purifiers and exhaust fans with smoke sensitive automatic controls, as determined by the Corporation, acting reasonably, are installed to prevent second-hand smoke and odors from entering other Units or the Common Elements.

The Medically Exempt Occupant exemption applies only to the Owner and/or the occupant who has been granted an exemption in accordance with this rule and to no other Owner, occupant, guest or invitee of the Unit in which the Medically Exempt Occupant resides. For clarity, other Owners, occupants, guests and invitees of the Unit in which the Medically Exempt Occupant resides shall not be permitted to engage in Smoking or the production of Cannabis and/or the use of Cannabis edibles, extracts or topicals.

The Medically Exempt Occupant exemption shall automatically terminate upon the earlier of any of the following occurrences:

- (i) the medical requirement for the exemptions ceases to exist; and
 - (ii) the Owner or occupant requiring the medical exemption ceases to occupy the Unit.
- (e) The board of directors shall make reasonable accommodation, pursuant to the Code, for an Owner, tenant or occupant who has proven by medical evidence that said Owner, tenant or occupant requires accommodation to control the Owners or her addiction to any legal substance that can be Smoked and/or the use of Cannabis edibles, extracts or topicals. Whether the Owner, tenant or occupant has proven the need for such accommodation will be determined in the sole and absolute discretion of the board of directors, acting reasonably. The accommodation will be made based on all of the circumstances and may include but is not limited to:
- (i) allowing smoking and/or the use of Cannabis edibles, extracts or topicals in one or more designated areas of the Common Elements (if applicable);
 - (ii) paying for one or more treatment programs to assist with the cessation of smoking, including but not limited to paying for nicotine or Cannabis replacement therapy; and/or
 - (iii) the willingness of the Owner, tenant or occupant to install and maintain smoke and/or odour and/or scent extraction equipment in any unit or on the Common Elements, as recommended by the board of directors.
- (f) Reasonable accommodation granted pursuant to section 5 of the policy may be for a fixed period of time at which time the Owner, tenant or occupant is free to re-apply to the board of directors for further reasonable accommodation to be made.
- (g) In addition to accommodation made under section 5 of the policy, reasonable accommodation may be made by the board of directors if an Owner or occupant proves that to prohibit Smoking and/or the use of Cannabis edibles, extracts or topicals would result in other discrimination prohibited by the Code. The board of directors, in its sole discretion, will determine whether or not the resident has proven that the prohibition of Smoking and/or the use of Cannabis edibles, extracts or topicals would be discriminatory pursuant to the Code.
- (h) This rule shall apply notwithstanding any provisions of the *Cannabis Act* (Canada) (or any other legislation that would otherwise permit or allow the possession and/or growing of Cannabis in limited quantities) so as to ensure that there shall be no Smoking of Cannabis within or from any unit(s) and common element area(s) whatsoever (including without limitation, any exclusive use patio, balcony/terrace, roof terrace, porch and exterior stairs or other exclusive use common element area), nor the growing of any Cannabis or Cannabis plant(s) whatsoever within the confines of any unit(s), common element area(s) and exclusive use Common Elements.
- (i) The rule shall also apply notwithstanding any provision of the *Cannabis Act* (Canada) (or any other legislation that could otherwise permit or allow the possession of Cannabis products) so as to ensure that there shall be no igniting, heating, lighting, applying, consumption or use of Cannabis edibles, extracts and topicals within or from any unit(s) and common element areas) whatsoever (including without limitation, any exclusive use Patio, Balcony/Terrace, Roof Terrace, Porch and Exterior Stairs or other exclusive use common element area) that contravenes the provisions of this rule.
- (j) Each Owner who intends to sell or lease the Owners or her unit shall disclose the Smoking and Cannabis restriction in writing, separate and apart from providing a copy of this Rule to any potential buyers, tenants and realtors.
- (k) All costs, charges and/or expenses, including professional and legal costs and expenses on a full indemnity basis, incurred by the Corporation in connection with this rule and any additional rules of the Corporation with respect thereto including, but not limited to, the enforcement of any provision in this rule and the said rules, shall be the sole responsibility of the Owner of the Unit that was the cause of

incurring the cost, charge or expense. All such costs, charges and/or expenses shall be deemed to be an additional common expense attribute to the Owner's Unit and are recoverable as such.

- (l) This Rule applies to all persons, including but not limited to Owners, tenants, invitees, guests, servants, agents, Business Invitees, occupants and visitors.
- (m) The invalidity of any provision of this Rule shall not affect the validity of any other provision hereof or herein contained.
- (n) The division of this Rule into Sections, Subsections, Paragraphs and Subparagraphs and the insertion of headings or captions are for convenience of reference only and shall not affect the construction or interpretation of this Rule or any part hereof.
- (o) This Rule shall be read with all changes of gender and number as required by the context.
- (p) This Rule shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of Ontario.

6. **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 buildings or Common Elements, whatsoever.
- (c) No awning, foil paper or shades shall be erected over, on or outside of the windows or patio, balcony/terrace, roof terrace, porch and exterior stairs 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 or her 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 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 the Owners 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.

7. **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 to the Common Elements and other Units 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.

- (a) No Owner or occupant shall make any major plumbing, electrical, mechanical, structural or television cable alteration in or to the Owners unit without the prior consent of the Board.
- (b) No garburators shall be installed in any Residential Unit without the prior written consent of the Board, which consent may be arbitrarily withheld.
- (c) No Owner shall overload existing electrical circuits in the Owners Unit and shall not alter in any way the amperage of the existing circuit breakers in the Owners 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 the Owners 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.

8. GARBAGE DISPOSAL

- (a) Loose garbage is not to be deposited in the designated central garbage bin. All garbage must first be properly bound, packaged or bagged to prevent mess, odours and disintegration in the designated central garbage bin.
- (b) Newspapers and magazines shall not be thrown in the designated central garbage bin, but shall be securely bound and deposited in the designated central recycling bin.
- (c) Bottles shall not be thrown in the designated central garbage bin but shall be deposited in the designated central recycling bin.
- (d) Cartons and large objects which might block the designated central garbage bin or designated central recycling bin, as applicable, shall not be deposited therein and shall be stored in such area designated by the Board from time to time. The manager or such designated person must be called to arrange for the immediate disposal of such items. Such items shall not be left outside the unit, on any exclusive use Common Elements or the common elements, including any designated central garbage bin and recycling bin areas.

9. TENANCY OCCUPATION

- (a) No unit shall be occupied under a lease unless, prior to the tenant being permitted to occupy the unit, the Owner shall have delivered to the Corporation a completed Tenant Information Form in accordance with Schedule 1 attached hereto, a duly executed Tenant's Undertaking and Acknowledgment in accordance with Schedule 2 attached hereto and an executed copy of the Application/Offer to Lease and the Lease itself. No leases having a term of shorter than 6 months shall be entered into.
- (b) In the event that the Owner fails to provide the foregoing documentation in compliance with paragraph (a) above prior to the commencement date of the tenancy, and in compliance with Section 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 the Owners unit (or within seven (7) days of being advised that the Owners 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 the Owners tenant to sublet the Owners 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, the Owners current address and telephone number during the period of occupancy by the tenant.

10. **PARKING**

For the purpose of these Rules, "**motor vehicle**" means a private passenger automobile, station wagon, compact van, or motorcycle as customarily understood. No motor vehicle parked upon any Common Elements shall exceed a height of 1.9 meters.

- (a) No vehicles, equipment or machinery, other than motor vehicles shall be parked or left on any part of the Common Elements and without limiting the generality of the foregoing, no parking areas shall be used for storage purposes.
- (b) Parking is prohibited in the following areas:
 - (i) fire zones;
 - (ii) traffic lanes;
 - (iii) delivery and garbage areas; and
 - (iv) roadways.
- (c) No servicing or repairs shall be made to any motor vehicle, trailer, boat, snowmobile or equipment of any kind on the Common Elements without the express written consent of the Manager or the Board. No motor vehicle shall be driven on any part of the Common Elements other than on a driveway or parking space.
- (d) No motor vehicle, trailer, boat, snowmobile, mechanical toboggan, machinery or equipment of any kind shall be parked on any part of the Common Elements, nor in any Unit other than in a designated parking space but which provision shall not apply for the purposes of loading and unloading furniture, or other household effects of the Owners provided that the length of time where such parking is limited shall be no longer than is reasonably necessary to perform the service.
- (e) With respect to any motor vehicle parked on any area of the Common Elements designated as a "Guest/Visitor Parking Area" parking shall only be permitted by guests / visitors for a period not to exceed twenty (20) minutes.
- (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 seventy-two (72) hours' written notice from the Manager, the Owner of the motor vehicle shall be required to either remove or attend to the motor vehicle as required and directed by the Manager, in default of which the motor vehicle shall be removed from the property at the expense of the Owner. If a motor vehicle is left standing in a parking space or upon the Common Elements and is unlicensed or unregistered with the Manager, the vehicle may be towed without notice to the Owner and at the Owner's expense.
- (i) 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 the Owners 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 in a parking unit or the Common Elements.
- (n) No parking units shall be used for any purpose other than to park a motor vehicle that is either a private passenger automobile, station wagon, compact van or motor cycle.
- (o) The use of the guest and visitor parking spaces may be restricted on pickup days for garbage disposal.

11. PATIO/BALCONY/TERRACE/ROOF TERRACE/ PORCH AND EXTERIOR STAIRS AND EXCLUSIVE USE AREAS

- (a) No hanging or drying of clothes is allowed on any patio, balcony/terrace, roof terrace, porch, exterior stairs or any other exclusive use area.
- (b) A patio, balcony/terrace, roof terrace, porch, exterior stairs or any other exclusive use areas shall not be used for the storage of any goods or materials.
- (c) Only seasonal furniture is allowed on the patio, balcony/terrace, roof terrace, porch or any other exclusive use areas. All such items shall be safely secured in order to prevent such items from being blown off the patio, balcony/terrace, roof terrace, porch or any other exclusive use areas by high winds.
- (d) No owner, occupant or tenant shall do or permit anything to be done on a patio, balcony/terrace, roof terrace, porch, exterior stairs or any other exclusive use areas which does or may unreasonably disturb, annoy or interfere with the comfort and/or quiet enjoyment of the Units and/or Common Elements by other owners, occupants or tenants.
- (e) No awnings or shades shall be erected over or outside of patio, balcony/terrace, roof terrace, porch or any other 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.

12. MOVING

- (a) Except with prior written authorization of the Board, moving and deliveries shall be permitted only between the hours of 8:00 a.m. and 6:00 p.m. Monday to Saturday inclusive and shall not take place on public holidays.
- (b) Upon moving from suite, the Owner or occupant vacating the premises shall surrender all common element keys and any garage access devices in his or her possession to the manager or its staff. The Corporation shall have the right to withhold any security deposit in its possession until same have been surrendered.
- (c) Purchasers or tenants acquiring a unit shall register with the manager or its staff prior to the move in date at which time arrangements will be made for delivery of the common element keys and any garage access devices.
- (d) Rules 13(a) and (b) relating to moving shall not apply during the initial move-in period prior to condominium registration.

13. OWNER'S CONTRACTORS, TRADE OR SERVICE PERSONNEL

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

- (a) employed directly by the 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. Any person or firm employed by a unit Owner must all provide the Corporation with a copy of their liability coverage, WSIB and any other coverage as reasonably requested by the Corporation.

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 Relatives Address: _____

Nearest Relatives Telephone: _____

DATED at _____ this _____ day of _____, 20____.

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 four 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 Toronto, this _____ day of _____, 20_____.

Tenant's Signature

Tenant's Signature