

A hand holding a set of keys in front of a blurred background of a modern building. The hand is holding a set of keys, including a large white key with a silver metal bit. The background is a blurred image of a modern building with many windows.

# **Ontario's Residential Condominium Buyers' Guide**

Last Updated: November 6, 2020

# Ontario's Residential Condominium Buyers' Guide - Using the Condo Guide

## Purpose

According to section 72 (1) of the Condominium Act, 1998 (the "Condo Act"), Ontario's Residential Condominium Buyers' Guide ("the Condo Guide") prepared by the Condominium Authority of Ontario (CAO) is required to be provided to buyers of residential pre-construction/new condo units by the declarant ("developer") when buyers are purchasing from the developer or a person acting on behalf of or for the benefit of the developer. Purchasers of resale residential condo units may also wish to review the Condo Guide.

This Condo Guide has been approved by the Minister of Government and Consumer Services.

The purpose of the Condo Guide is to provide condo purchasers in Ontario with information and resources to make a more informed decision when purchasing a residential condo unit ("unit").

Under section 73(2) of the Condo Act, purchasers have a 10-day cooling off period in which they may rescind their agreement of purchase and sale. This 10-day period begins on the later of the date on which you receive your agreement of purchase and sale and your disclosure documents and the Condo Guide. The CAO recommends that you carefully review the disclosure statement, agreement of purchase and sale, and the Condo Guide within the 10-day period.

The Condo Guide can be found below, commencing on page three with the table of contents, and will be updated from time-to-time. To confirm that you have the most up-to-date version, please visit the CAO website at [www.thecao.ca](http://www.thecao.ca).

## Important Information Regarding Governing Documents

To make sure a particular condominium corporation ("condo corporation") is right for you, you may wish to read a condo corporation's existing or proposed governing documents, as applicable, before purchasing a unit. Information describing these governing documents, which consist of **1) the declaration; 2) the by-laws; and 3) the rules** is provided in the Condo Guide in Sections 1.1 and 3.3.

These documents, along with the rest of the disclosure statement (including the budget statement), and the agreement of purchase and sale, contain important information about what you are buying, and what you will need to pay for etc. This information may impact your decision to purchase a unit. If you have questions about the information contained in these documents, you may want to seek help from a legal professional.

## Key Information for Buyers of Pre-Construction Residential Condo Units

To find information about buying a unit from a developer, you should review the following sections of the Condo Guide:

- Introduction
- Part 1.1: Before You Buy a Pre-Construction Condominium Unit
- Part 1.2: Buying a Pre-Construction Condominium Unit
- Part 1.4: Additional Considerations
- Part 2: Moving into a Pre-Construction Condominium Unit

For more information on rescission of agreements of purchase of sale within the 10-day cooling off period, please visit Part 1.2 of the Condo Guide.

## Key Information for Buyers of Resale Residential Condo Units

To find information about buying a unit from an existing owner (i.e. a 'resale condo' that is not sold by the developer), you should review the following sections of the Condo Guide:

- Introduction
- Part 1.3: Buying a Resale Condominium Unit

## Key Information for Condominium Owners

To find information about condo living and governance that may be helpful before or after your condo purchase, you should review the following sections of the Condo Guide:

- Part 2.3: Tarion and the Ontario New Home Warranties Plan Act
- Part 3: Condo Living
- Part 4: Resources for Issues Resolution

## Next Steps

Given the importance of this buying decision and the many factors to the condo purchase process, along with your expectations for condo living, it is important that you carefully review the condo corporation's governing documents, the rest of the disclosure statement (including the budget statement), the agreement of purchase and sale, and this Condo Guide. Also, the CAO is encouraging condo owners to subscribe to our email list to receive important email updates from the CAO. You can subscribe by either clicking [here](#).

Additional information on the above can also be found on the CAO's website at [www.thecao.ca](http://www.thecao.ca).

You may also wish to consider seeking legal advice for any questions or concerns that you may have.

***Please note that the material in the Condo Guide should not be interpreted as legal advice.***

***This Condo Guide has been approved by the Minister of Government and Consumer Services and is intended to apply to the purchase of new and pre-construction residential condominium units beginning on January 1, 2021.***

# Ontario's Residential Condominium Buyers' Guide

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# Introduction

## What is a Condominium?

When most people hear the word “condo” they may think of a single residential tower or maybe a townhouse, but what “condo” really refers to is a specific kind of real estate ownership structure that involves shared ownership of common elements and community decision making. This means that a condo could resemble a park, parking lot, or even an empty field. If you are considering purchasing property in a condo corporation, it is important to understand upfront that condo living involves shared ownership and therefore a responsibility to your community.

Unlike when you own a traditional house, when you purchase a condo you become part of a condo community and become responsible for paying your share of the common expenses and complying with the condo corporation’s governing documents, among other things. You will also be able to participate in condo governance by, for example, voting for directors.

A “condo” is also a type of corporation. A condo corporation is responsible for making decisions about the condo property on behalf of the owners. A condo corporation may also get a condo manager/management services provider to help manage the property and the affairs of the corporation on the corporation’s behalf. The condo property is described in certain documents that must be completed and officially registered to establish the condo corporation. Those documents specify how the land is divided into units and common elements, as applicable. The owner of the land where the condo corporation is being established arranges for those documents to be registered with a Land Registry Office. That owner is known as a “declarant”, who may be the developer of the land. The condo owners (e.g., unit buyers) are the members of the condo corporation. The Condo Act sets out rights and responsibilities related to the management of a condo, including rights and responsibilities of condo owners and condo boards.

Condo corporations are created for many different uses including for residential, commercial, industrial, or mixed-use purposes.

## Different Kinds of Condominiums

The Condo Act outlines various types of condo corporations. There are two main categories of condo corporations: freehold and leasehold. Freehold condos are condo corporations where the condo property is owned by the condo owners. Leasehold condos are condo corporations on leased land. Owners have a leasehold interest in units and common elements but do not own the land. Under the Condo Act, there are **four** different types of freehold condos:

### 1. Standard Condominium

- The most common type of condo corporation in Ontario.
- Has individual units.
- May include common elements, which often include areas such as a foyer, exterior walls, and amenities (e.g., pools, gardens).

### 2. Phased Condominium

- A condo corporation that is intended to be built and registered in phases.
- New units and common elements are constructed and added to the condo corporation.
- Upon completion, a phased condo corporation becomes a standard condo corporation.

### **3. Vacant Land Condominium**

- The units may be vacant lots at the time of purchase, and the layout of the lands may resemble a subdivision. Common elements are often things such as roadways, sewer systems, and amenities such as parks or recreation facilities.
- The developer can sell the lots as vacant or build (e.g., homes) on the lots and sell the lots with buildings on them.

### **4. Common Elements Condominium**

- There are no units in this type of condo corporation. Instead, ownership is of a common interest in the common elements of the condo corporation by a separate parcel of land that is “tied” to the common elements corporation.
- Owners purchase a part of a common elements. Examples include shared roads, golf courses, or ski hills.

### **Leasehold Condominium**

- Developed on land that is leased for a term between 40 and 99 years.
- Common expenses include a portion of the rent payable to the landowner.
- Once the lease expires, the owners’ rights to occupy their units are automatically terminated.
- Leasehold condo corporations may be less common in Ontario.

It is important to note that the Condo Act has some different requirements for different types of condo corporations.

## **Part 1: Buying a Condominium Unit**

### **1.1 Before you Buy a Condominium Unit**

One of the most important steps you can take before you buy is to educate yourself and get the help you need to make an informed decision. Consulting this Condo Guide is a good start, but it is also important to seek legal advice before you buy. Buying a condo is a complex process and involves reviewing lengthy and sometimes difficult-to-understand documents. Seeking legal advice is the best way to ensure you are making an informed decision.

Reviewing a condo corporation’s governing documents provides an opportunity to learn important information about the condo corporation you are considering. The information found in a condo corporation’s governing documents may be key to your enjoyment of your unit and could have an impact on your buying decision. For more information on governing documents, including the 1) the declaration; 2) the by-laws; and 3) the rules, see section 3.3.

Researching builders is another important step you may wish to take before purchasing a pre-construction unit. It is important to ensure that the builder you plan to buy a unit from is licensed by Tarion (Ontario's new home warranties and protections administrator – for more information see section 2.3 of this Condo Guide).

Tarion's [Ontario Builder Directory](#) is a useful resource for confirming the status of the builders before you buy. Please note that the Ontario Builder Directory will be available through The Home Construction Regulatory Authority (HCRA) starting in early 2021.

The HCRA is an independent, not-for-profit corporation that is preparing to potentially be designated as the new regulator of new home builders and vendors under the *New Home Construction Licensing Act, 2017*. If a regulatory authority is designated, Tarion would cease to provide this function, subject to potential exceptions during transition. At this time, it is expected that the future regulatory authority would be operational in early 2021.

## 1.2 Buying a Pre-Construction Condominium Unit

### Documents to Review

Along with reviewing the information in this Condo Guide, it is important to review and fully understand the information in the following documents that are generally required to be provided to purchasers by developers:

#### 1. Pre-construction Agreement of Purchase and Sale

The agreement of purchase and sale, sometimes referred to as the purchase agreement, contains important information about your rights and obligations as a condo buyer, the builder's rights and obligations, the unit, and the condo construction project. You may wish to review this document carefully with a legal professional.

#### 2. Tarion's Information Sheet for Buyers of Pre-Construction Condominium Homes about the Possible Termination of Purchase Agreement

All buyers of residential units in a standard or phased pre-construction condominium project where the first arm's length purchase agreement for the project was signed on or after January 1, 2020 must be given an information sheet that includes an outline of the possible risks of buying a unit in a pre-construction condominium project, in addition to other information (e.g., the estimated occupancy date for your unit and the status of construction).

#### 3. Tarion Addendum

The Tarion Addendum (expected to be a joint Tarion/HCRA addendum if the HCRA is designated in early 2021) is a required part of the agreement of purchase and sale for a residential condo and contains important information that both the builder and condo buyer are required to agree to. Information contained in the Tarion Addendum includes the delayed occupancy warranty provided by the builder, in accordance with the Ontario New Home Warranties Plan Act. The Tarion Addendum also contains a Statement of Critical Dates and early termination conditions that apply to the

agreement. In a disagreement or dispute about information contained within the agreement of purchase and sale and the Tarion Addendum, the Tarion Addendum prevails over the agreement of purchase and sale document and any other attachments to the extent of any conflict or inconsistency.

#### **4. Disclosure Statement**

Another very important document to review and understand is the disclosure statement which the builder is required to provide to condo buyers who buy directly from the developer or a person acting for the developer's benefit. This is required under section 72 of the Condo Act. Your agreement of purchase and sale is not binding on you as a buyer until you receive the disclosure statement and this Condo Guide from the developer.

The disclosure statement includes a lot of important information, including but not limited to:

- A copy of the existing or proposed declaration, by-laws, and rules for the condo corporation.
- A summary of the agreements to be entered into by the builder before the turn-over meeting, including agreements for condo management services and services like repairs and landscaping, and
- A copy of the budget statement for the first year after registration of the condo corporation.

It is important to carefully review the disclosure statement, consult with a legal professional about it and ensure that you do not have any outstanding questions.

#### **Deposits**

Generally, under the Condo Act, funds received by the builder of a condo project must be held in trust. This includes deposits and certain other payments covered by the purchase agreement.

If a project is terminated, the builder is generally required under the Tarion Addendum to refund all monies paid, plus interest, if any, calculated in accordance with the Condo Act (for information on the interest rates, see section 19 (3) of Ontario Regulation 48/01 under the Condo Act).

If the money is not refunded, then buyers may be able to make a claim to Tarion under the *Ontario New Home Warranties Plan Act*. Deposits and other payments by residential condo buyers are protected under the *Ontario New Home Warranties Plan Act* for up to a maximum of \$20,000.

[For more information about deposit protection, please click here.](#)

#### **Cooling Off Period and Rescission of Agreement**

Section 73 of the Condo Act provides you as a buyer with a cooling off period of 10 days to consider whether you want to proceed with the purchase. Section 73 allows you to rescind the purchase agreement by notifying the developer of your wish to do so within the 10-day cooling off period.

This 10-day period begins on the later of the date on which you receive your agreement of purchase and sale executed by the declarant and the purchaser and your disclosure documents and Condo Guide. Within the 10-day cooling off period, you have the right to rescind or cancel the purchase agreement that you have signed for any reason whatsoever. Generally, you should also be refunded, without penalty or charge, all money deposited toward the purchase price, along with any applicable



interest (for information on the interest rates, see section 19(3) of Ontario Regulation 48/01 under the Condo Act).

Additionally, the Condo Act provides for a further rescission right where there is a material change in the disclosure statement. If there is a material change (i.e. an important change that would have caused a reasonable buyer to no longer want to proceed with the purchase, had that information been included in the disclosure received by the purchaser), then you may be able to rescind or cancel your purchase agreement during an additional 10-day cooling off period. This 10-day cooling off period starts from the later of:

1. the date that the declarant has delivered a revised disclosure statement or a notice to you confirming the material change;
2. the date that you otherwise become aware of the material change; or
3. the date that the Ontario Superior Court of Justice has determined that a material change has occurred.

## **Occupancy Dates & Delayed Occupancy**

A page of the Tarion Addendum within your agreement of purchase and sale contains a Statement of Critical Dates which must be signed by both the condo buyer and the builder. The Statement of Critical Dates sets out when the builder expects to finish the unit and the latest dates for permitted extensions. You should review these dates closely including the firm occupancy date and the outside occupancy date.

Note that condo construction can sometimes be delayed, which means you may not be able to take occupancy of your unit on the anticipated occupancy date set out in the agreement. This is called delayed occupancy.

Your new home warranty coverage includes delayed occupancy coverage in certain circumstances. Details on the delayed occupancy warranty are provided in the Tarion Addendum in your agreement of purchase and sale.

[For more information about occupancy dates and delayed occupancy warranty, visit Tarion's webpage.](#)

## **Condo Cancellations**

Pre-construction condo projects can sometimes be cancelled even after you have made a deposit on your purchase. This is because there are many stages in building a condo that may remain to be completed after you have made a deposit. The Tarion Addendum forming part of your purchase agreement must set out any conditions that may result in the condo not proceeding and therefore the potential termination of the purchase agreement. In these cases, it is the vendor who would terminate the agreement.

These conditions may include, but are not limited to:

- Failure to sell enough units,

- Inability to secure financing for the project, or
- Delays in obtaining the required building or planning approvals.

It is important for you to be aware of the potential conditions when you are thinking of entering the purchase agreement. Buyers may wish to review the Tarion Addendum for identification of early termination conditions applicable to their purchase agreement.

In most cases, if a condo project is cancelled, buyers are entitled to get their deposit back, plus any accrued interest, if applicable. The Condo Act also provides for interest to be paid based on an interest rate calculation (for more information on those interest rates, see section 19(3) of Ontario Regulation 48/01 under the Condo Act).

[For more information on condo cancellations, please click here.](#)

## 1.3 Buying a Resale Condominium Unit

Purchasing a resale unit involves buying a unit from the current owner rather than from the developer. If you are thinking of buying a resale unit, it is important to do your research on the unit and condo corporation before making any decisions and consult a legal professional. **Before purchasing a unit, you may wish to consider the following:**

- **The status of the reserve fund and age of the building.** A reserve fund is required to ensure that the condo corporation has enough money to pay for major repairs and replacement of the common elements and assets of the condo corporation. It is important to note if the building will require any significant repair, maintenance or updating with its age and the plan for addressing those issues. You should consider the health of the reserve fund and review what is your responsibility to repair and maintain.
- **Common expenses.** This is the amount unit owners pay toward the operation of the condo corporation (e.g., security costs, cleaning costs, etc.) and contributions to the reserve fund. It is important to incorporate common expense fees into your budget when considering purchasing a condo. Common expense fees may change over time depending on the needs of the condo corporation.
- **The units and common elements.** The size, layout, and boundaries of the unit and the common elements generally will not change. You may wish to consider what is your responsibility to repair and maintain. For more information on units and common elements, see section 3.5 of this Condo Guide.
- **Amenities.** Consider that, in general, all the owners must pay for the common elements, regardless of whether you use them or not.
- **Litigation.** It is important to be aware of any litigation against the condo corporation or that the condo corporation is a party to, as owners generally will be responsible for the costs. If the condo corporation cannot cover the costs with the operating fund, a special assessment (an extra one-time charge added to an owner's common expenses) may be required. You can

learn about on-going litigation by requesting a status certificate from the condo corporation, which is described in the next section.

- **New Home Warranty Information.** You may wish to consider whether the unit is still covered by any remaining new home warranties and protections under the *Ontario New Home Warranties Plan Act*. There are three different warranty periods that cover different types of defects, the longest of which is seven years. The maximum statutory coverage available is \$300,000. More information about new home warranties and protections can be found on the [Tarion website](#). To check the status of your home's warranty you may wish to contact Tarion by phone (toll free) 1-877-982-7466 or via e-mail at [ismyhomecovered@tarion.com](mailto:ismyhomecovered@tarion.com).

## Documents to Review

- **The condo corporation's governing documents.** You will be required to abide by your condo corporation's declaration, by-laws, and rules. For more information see section 3.3 of this Condo Guide.
  - The declaration is the foundational document of the condo corporation and includes, among other things, the proportion which each unit owner contributes to common expenses and the repair and maintenance responsibilities of owners vs. the condo corporation. The declaration may also include information about how units and common elements can or cannot be used. The existing or proposed declaration will be included in the disclosure statement you receive from the developer when purchasing a pre-construction/new condo.
  - The by-laws may lay out how the condo corporation governs itself and how the condo corporation operates (e.g., some of the requirements for electing directors).
  - The rules may govern what the owners and occupants can and cannot do in their specific condo community in certain circumstances (e.g., for safety reasons).
- **Status Certificates.** A status certificate is an important document for purchasers of resale condos containing information about a specific completed condo unit and the condo corporation to which it belongs. Any person can request a status certificate for a unit from a condo corporation. A condo corporation can charge up to \$100 (including all applicable taxes) for the status certificate. The condo corporation must provide the status certificate within 10 days of receipt of the request and payment for it.

Status certificates are particularly important for prospective buyers of resale units because they contain important information, such as:

- A copy of the condo corporation's current declaration, by-laws, and rules.
- A copy of the budget for the current fiscal year, the last annual audited financial statements and the auditor's report.
- A statement of the most recent reserve fund study.
- A statement of the common expenses for the unit and whether the unit is in arrears of payment.
- If the common expenses for the unit have increased since the current year's budget was prepared, a statement of the increase and the reason.

- If an assessment has been charged against the unit since the current year's budget was prepared, a statement of the assessment and the reason.
- The address for service for the condo corporation (e.g., the address where the condo corporation receives mail).
- The names and addresses for service for the directors and officers of the condo corporation.
- A certificate of insurance for each of the current insurance policies.
- Information about certain legal issues that may affect the condo corporation (e.g., whether there are outstanding legal judgments against the condo corporation, or if the condo corporation is involved in any ongoing litigation).

You can also access key information on any condo corporation in the province through the CAO's Public Registry. You may wish to consider speaking to a legal and/or real estate professional when considering purchasing a resale condo and before signing any documents.

## 1.4 Leasing Your Unit

**Leasing** out a condo unit is an option that many condo owners use at some point during their time as a condo owner, however, there are special considerations that you must keep in mind if you choose to lease out a condo unit. In Ontario, the *Residential Tenancies Act, 2006* outlines the rights and responsibilities of landlords and tenants who rent residential properties. The *Commercial Tenancies Act* applies to leasing commercial properties.

It is the responsibility of the unit owner to ensure that the renter abides by the condo corporation's declaration, by-laws, and rules. Additionally, a unit owner must, within 10 days of entering the lease or the renewal of the lease, provide the renter with these documents. Section 83 (1) of the Condo Act requires that an owner also notify the condo corporation that the unit has been leased within the same timeframe, and provide the renter's name, the unit owner's address and a copy of the lease or renewal or a summary of the lease or renewal. [A form is available on the CAO's website](#) which will allow you to easily communicate this information to a condo corporation.

If you plan on leasing your unit you must also be aware of restrictions that the condo corporation's governing documents may place on owners in relation to leases. For example, the condo corporation could have minimum terms for unit leases to prevent the units in the condo corporation from being used as short-term rentals.

## Part 2: Moving into a Pre-Construction Condominium Unit

### 2.1 Interim Occupancy

Interim occupancy occurs in pre-construction condo projects when the developer/builder lets the buyer take occupancy in the unit before the declaration has been registered and the title can be transferred to the buyer. During interim occupancy, you cannot make mortgage payments until the condo corporation is registered.

As your building nears completion, your developer/builder will advise you of your interim occupancy date. On the interim occupancy date, you can live in your unit, but it is important to note that you do not own it yet. Ownership of your unit can only be transferred to you once the condo corporation has been registered.

During the interim occupancy period, you will be required to pay the developer/builder an interim occupancy fee, regardless of whether you move into the unit or not.

The interim occupancy fee cannot be more than the total of:

- The interest (calculated monthly) on the unpaid balance of the purchase price at the prescribed interest rate;
- The estimated monthly municipal taxes for the unit; and,
- The projected common expense fees for the unit.

[For additional information regarding interim occupancy, click here.](#)

## 2.2 Creating the Condominium Corporation

### Condominium Registration Process

Condo corporations are created when the developer registers the declaration and description with the Land Registry Office. Some registration requirements vary by the type of condo corporation being proposed (e.g., phased, common elements etc.).

The declaration and description are legal documents that contain fundamental information about the condo corporation and the property. The proposed or existing declaration must be included in the disclosure statement provided to you by your developer. You may wish to review this carefully.

The **declaration** will contain information such as:

- The proportions, expressed in percentages, of the common interests allocated to each unit;
- How much each unit will pay for common expenses, expressed as a percentage;
- Which parts of the building will be exclusive use common elements, which are often things such as balconies; and
- The responsibilities of owners and the condo corporation to repair and maintain the units and common elements.

The **description** defines the units and the common elements and specifies the boundaries between them. The description will contain information such as:

- A survey showing the boundaries of the property;

- Diagrams showing the shape and dimensions of each unit; and
- Specification of the boundaries of each unit and what is considered part of the common elements.

The Condo Act requires developers to take all reasonable steps to finish construction and register the condo corporation without delay.

[More information about the declaration and description as well as your condo corporation's other governing documents can be found in section 3.3 of this Condo Guide, or by clicking here.](#)

## Declarant-controlled boards

\*Please note that, for ease-of-understanding the Condo Guide uses the term “developer” throughout in place of the term “declarant”, which is used in the Condominium Act, 1998. This section will use both as the term “declarant-controlled board” is used often in materials related to pre-construction and new condo projects.

Within ten days after the condo corporation has been registered, **the declarant (who is generally your developer/builder)** is required to appoint at least three individuals to make up the condo corporation's first board of directors. This first board is called the declarant-controlled board. The declarant-controlled board is responsible for carrying out all normal board duties until the declarant ceases to own a majority of the units in the condo corporation. For example, the declarant-controlled board may propose or make by-laws and rules. More information about condo boards and condo board duties can be found in section 3.2 of this Condo Guide.

Once the declarant ceases to own a majority of the units, the declarant-controlled board is required to call a meeting of the owners to elect a new board within 21 days. The meeting must then be held within 21 days of being called, meaning that the meeting must occur within 42 days of the declarant no longer owning a majority of the units. This meeting is called a turn-over meeting.

## Turn-over Meetings

The turn-over meeting is an important meeting for the condo corporation because the turn-over meeting must cover two important items:

- The turn-over of important documents from the declarant (i.e. generally your developer or builder) to the condo corporation, and
- The election of the first owner-controlled condo board of directors.

The declarant is responsible for turning over important documents at the turn-over meeting such as:

- The condo corporation's minute book (a minute book is the primary record of a condo corporation's meetings);
- The condo corporation's declaration, by-laws, and rules;
- Agreements already entered into on the condo corporation's behalf;

The declarant must turn over other important information within 30 days of this turn-over meeting, such as:

- All financial records of the condo corporation and of the declarant for the condo corporation from the date of registration onwards;

- A copy of any reserve fund studies conducted to date (if any); and
- A copy of the most recent disclosure statement.

Within 60 days after the turn-over meeting, the declarant must also turn over audited financial statements.

Additionally, at the turn-over meeting, unit owners will vote for new board members. For certain requirements related to a turn-over meeting, see section 43 of the Condo Act.

## **First-Year Budget**

According to section 72 of the Condo Act, the declarant (i.e. generally your developer or builder) is responsible for preparing, and including in the disclosure statement, the first-year budget (also referred to as the budget statement) which covers the one-year period immediately following the registration of the declaration and description. Information included in the first-year budget should include, among other things:

- The projected common expenses for the condo corporation;
- The particulars of the type, frequency, and level of services to be provided;
- The projected costs of the performance audit;
- The projected monthly common expense contribution for each type of unit;
- The projected cost of the first reserve fund study; and
- The costs of preparing the audited financial statements.

Overall, the first-year budget is meant to give you a good idea of the expenses you can expect to pay in addition to the cost of buying your unit.

Additionally, section 75 of the Condo Act requires that the declarant be accountable for the first-year budget. After receiving the audited financial statements for the period covered by the first-year budget, the board has 30 days to compare the actual expenses with the first-year budget prepared by the declarant. If there is a shortfall (i.e., there are less funds projected based on the first-year budget than the actual first year expenses), the declarant may be responsible for the shortfall.

## **2.3 Tarion and the Ontario New Home Warranties Plan Act**

### **What is Tarion?**

Tarion is an independent not-for-profit corporation with responsibility for administering the *Ontario New Home Warranties Plan Act*, including warranties and protections claims. Until early 2021, Tarion also serves the function of licensing new home builders and vendors.

[For more information on Tarion, please visit their website by clicking here.](#)

### **What is The Home Construction Regulatory Authority?**

The Home Construction Regulatory Authority (HCRA) is an independent, not-for-profit corporation that is preparing to potentially be designated by the Ontario government as the new regulator of new home builders and vendors under the *New Home Construction Licensing Act, 2017*. If the HCRA is



designated, Tarion would cease to regulate builders and vendors, subject to potential exceptions during transition. Tarion would remain responsible for warranty administration. At this time, it is expected that the future regulatory authority would be operational in early 2021.

[For more information on the HCRA, please visit their website by clicking here.](#)

## **New Home Warranties Plan Act and Coverage**

Tarion's legal responsibilities and mandate come from the *Ontario New Home Warranties Plan Act*. In Ontario, all new residential condos are required to be enrolled in the Ontario new home warranty and protection program, administered by Tarion. If you purchase a new condo and there are warrantable defects (e.g., construction issues, unfinished work, etc.), you can report these to Tarion and your builder. If your builder does not fix the defects, Tarion may provide warranty assistance, if the item is warrantable. Be sure to visit the Tarion website for a breakdown of new home warranty and protection coverage and more information.

[For more information about new home warranty coverage click here.](#)

[Information for purchasers of units in residential condominium conversions is available here.](#)

The common elements of most condos are also covered by Tarion's warranties. If a common element requires warranty coverage, the condo corporation will address the issue (rather than any one individual owner). Section 44 of the Condo Act requires that between the six- and ten-month mark following the registration of the declaration, the board must appoint an engineer or architect to conduct a performance audit. This audit must be submitted to Tarion which will allow the corporation to make claims regarding issues with the common elements. If the corporation does not file in time, it will be impossible to make claims under the Tarion warranty program. It is common that the condo board directors appoint an individual to manage this process on behalf of the board.

[To access more information on the common elements warranty process, please click here.](#)

## **Pre-Delivery Inspection**

A very important step for identifying potential issues or deficiencies is the pre-delivery inspection (PDI). A PDI is your chance to raise issues you notice with your new condo, such as incomplete construction, a damaged area, or an element of poor workmanship of the unit.

During the inspection, the builder of the condo will take you to inspect the new unit and may demonstrate the internal systems (such as air conditioning) of your unit. If you identify a defect during your PDI, your builder should note it on the PDI Form to establish that it existed prior to closing and thus was something not caused by you. It is your builder's responsibility to list these items and provide you with a copy of the completed PDI Form.

The PDI form is an important document, as it will be the official record of the state of your home before you move in, so keep your copy in a safe place. However, the PDI form is not an official warranty form and any items that are not corrected by the time you move in need to be listed on a 30-Day or Year-End Form.

## **Builder Registration/Licensing**



Under the *Ontario New Home Warranties Plan Act*, all new home builders and vendors must be registered with Tarion and enroll their homes in the Ontario new home warranty and protection program.

In early 2021, the Home Construction Regulatory Authority (HCRA) is expected to be designated as the new regulator for new home builders and vendors. As the regulator of new home builders and vendors upon designation, the HCRA would be responsible for receiving and responding to any licensing related inquiries or complaints regarding a builder or vendor. Tarion would remain responsible for any warranty-related inquiries or complaints.

Until early 2021, Tarion will maintain an Ontario Builder Directory of all new home builders and vendors. Buyers of new homes are encouraged to check the Ontario Builder Directory to ensure their builder or vendor is registered with Tarion.

In addition, the Ontario Builder Directory includes information about condominium projects retroactive to January 1, 2018, including cancelled condominium projects and the status of each condominium project (i.e., completed, in progress or cancelled).

If the HCRA is designated by the Ontario government as the new regulator for new home builders and vendors, the HCRA would become responsible for the Ontario Builder Directory once it is operational in early 2021.

## **Part 3: Condominium Living**

### **3.1 Introduction to Condominium Living**

#### **Your Unit and Common Elements**

In a condo corporation, as an owner, you typically own your individual unit and collectively share in the ownership of and expenses for the common elements.

Unlike units, common elements may not be for the exclusive use of a particular unit owner. Common elements may include parking garages, elevators, lobbies, and much more. They may also include structural elements like the walls between the units, doors, plumbing and electrical work.

#### **Exclusive Use Common Elements**

Certain common elements may be for the exclusive use of a particular condo owner. These are called exclusive-use common elements. An example of an exclusive-use common element may be the balcony of a unit. Although a condo owner might think of a balcony as part of their unit, it could be an exclusive-use common element.

Every condo corporation is unique in the breakdown between units and common elements. If you are unsure about what constitutes a common element in your condo corporation, you can refer to your condo declaration.

#### **Rights and Obligations of Owners**

Condo owners in Ontario have rights and obligations that you should be aware of before purchasing a unit:

### **Rights**

- Attending and voting at owners' meetings;
- Seeking election to the condo board, if qualified under the Condo Act;
- Reviewing certain records of the condo corporation, such as certain financial statements and meeting minutes;
- Requisitioning an owners' meeting in certain circumstances;
- Using the common elements and amenities of the condo corporation in accordance with the Condo Act and the condo corporation's declaration, by-laws, and rules; and
- Requesting that an item be added to an owners' meeting agenda.

### **Obligations**

- Complying with the Condo Act and the condo corporation's declaration, by-laws, and rules;
- Repairing and maintaining your unit in accordance with and subject to the Condo Act and the condo corporation's declaration and by-laws;
- Paying your common expense fees on time;
- Notifying the condo corporation if your unit is leased; and
- Attending and voting at certain meetings.

[Click here for more information on condo ownership.](#)

## **3.2 Condominium Governance**

### **Board of Directors and Board Responsibilities**

The board of directors of a condo corporation that is turned over is an elected group of people that is responsible for governing the affairs of the condo corporation. The board of directors will ideally play a critical role in supporting a positive, healthy condo community and ensure that the condo corporation and its assets are well managed and maintained.

The board has certain responsibilities such as:

- Setting the condo corporation's annual budget;
- Making most decisions about how the condo corporation will spend its money, including selecting contractors or service providers your condo corporation will work with;
- Hiring and overseeing the work of a condo manager (should your condo corporation decide to get a condo manager);
- Ensuring required maintenance and repairs are carried out;
- Hiring specialists, such as engineers, to conduct reserve fund studies;
- Proposing changes to the condo corporation's rules and/or by-laws;
- Giving various notices to owners; and
- Making decisions related to the condo corporation's finances.

A condo's board is usually made up of owners in the condo corporation (but can include non-owners depending on the provisions of the condo corporation's by-laws). Directors are elected by the owners and serve for defined terms. Directors must seek re-election when their term expires if they want to remain on the board.

## **Duties of Directors and Required Disclosures**

Board directors are responsible under section 37 (1) of the Condo Act to exercise their power or carry out their duties for the condo corporation with a standard of care. This means directors have a duty under the Condo Act to:

- Act honestly and in good faith; and
- Exercise the care, diligence, and skill that a reasonably prudent person would exercise in comparable circumstances.

A condo corporation may also have a code of ethics outlined in a by-law. A code of ethics will govern matters such as conflicts of interest, confidentiality, and standards of behaviour at board meetings.

Individuals looking to become directors (i.e. candidates) must meet disclosure requirements listed under section 11.6 of Ontario Regulation 48/01 as well as any such requirements listed in the by-laws of the condo corporation. To qualify as a candidate an individual must disclose, among other things:

- Whether the candidate (or their spouse, child or parent) is party to a legal proceeding in which the condo is also a party;
- Whether the candidate has, directly or indirectly, an interest in a contract or transaction that the condo corporation is a party to;
- If the candidate is a unit owner with common expense fees in arrears for 60 days or more; and
- Whether the candidate has been convicted of an offence under the Condo Act or under the regulations within the preceding 10 years, a statement of that fact and a brief general description of the offence.

A director is immediately disqualified if they do not meet certain disclosure obligations. In addition, directors may be disqualified if they meet any of the criteria listed in section 29(2) of the Condo Act (e.g., they have the status of bankrupt).

[More information regarding director disclosure obligations can be found on the CAO website here.](#)

[For a full list of disclosure obligations, please see 11.10 of Ontario Regulation 48/01.](#)

## **Election Process**

Aside from the developer-appointed directors, and instances where an individual is appointed to the board by the existing directors, directors are elected by the owners at a meeting, such as a turn-over meeting, an annual general meeting, a requisitioned meeting, or a meeting called specifically for elections due to loss of quorum. Directors usually serve for three-year terms, but this period may be shorter, depending on a condo corporation's by-laws. Once their term is over, they must seek re-election to continue to act as a board member.

## **Requirements for Being a Director**

Before a candidate can become a director, there are a few requirements that must be met. The candidate must:

- Be an individual;
- Be at least 18 years old;
- Not have a status of bankrupt;
- Not have been found incapable of managing property;
- Not have been found incapable by a court; and
- Meet the required disclosure obligations, as mentioned above.

Once an individual becomes a director, they can be immediately disqualified from their position if, for example:

- They are bankrupt;
- They have been found incapable of managing property or found incapable by a court;
- They have a certificate of lien registered against their unit that has not been discharged within 90 days;
- They failed to complete the mandatory director training within six months; or
- They failed to comply with mandatory disclosure obligations.

Note that different condo corporations may have additional requirements for directors. You may wish to check your condo corporation's by-laws for more information.

## Director Training Requirements

All directors appointed, elected, or re-elected on or after November 1, 2017 are required to complete the training program provided by the Condominium Authority of Ontario (CAO) within six months of their appointment, election, or re-election, and at least once every seven years. Director training is provided for free and is easily accessible online on the CAO website.

Directors who fail to complete the training within the six-month timeframe are immediately disqualified from their board and cease to be a director.

Although director training is mandatory for directors, director training is not just for condo directors. It is available to any individual and contains plenty of useful information regarding condo living and condo governance.

[If you wish to know more about director training, please click here for more information.](#)

## Meetings and Quorum

Condo meetings can be divided into two types: owners' meetings and board meetings. The Condo Act requires that a minimum number of participants be present at meetings, which is called "quorum". Without quorum, voting cannot take place, however discussion on relevant business is still permitted. Note that a corporation may also be able to make by-laws with respect to meetings, including with respect to quorum and voting. For owners' meetings, owners can either attend in person or by proxy. For more information on proxies, see **Voting by Proxy and Voting Method** below.

Owners' meetings are meetings in which all condo owners are invited to attend. The following are the most common types of owners' meetings:

- **Annual General Meetings (AGM)** are annual meetings where the board has the chance to report to owners on matters such as the financial health of the condo corporation. The AGM

also gives owners the opportunity to discuss matters that are relevant to the business of the condo corporation. The following items may be on the agenda at an AGM:

- Approval of the minutes of the previous AGM;
- Review of year-end audited financial reports;
- Selection of the condo corporation's auditor for the next fiscal year;
- Report of the board of directors regarding matters like past performance;
- Major upcoming projects (e.g., repairs or renovations), potential by-law changes and ongoing issues; and
- Election of directors.

The standard quorum for an AGM is the owners of 25% of the units. If the quorum is not reached on the first two attempts to hold the AGM, the quorum is reduced to 15% on the third and on any subsequent attempts unless the by-laws specify otherwise.

- **Owner-Requisitioned Meetings** are meetings that the board is required to call at the request of the owners of the condo corporation. All owners can attend. Some examples of why owner-requisitioned meetings may be called include:
  - Voting on a proposed rule;
  - Discussion of an emerging issue (e.g., the behaviour of owners, residents, or guests); or
  - The removal and replacement of a director before the expiry of that director's term.

Information related to requisitioning a meeting of owners can be found under section 46 of the Condo Act. Other sections also may be relevant.

[More information on requisitioning a meeting can be found here.](#)

- **Board Meetings** are meetings attended by the condo board to manage the affairs of the condo corporation. The only people who are entitled to attend board meetings are the directors, however, condo boards may invite individuals to attend board meetings as guests. A condo's board of directors can only conduct condo related business at a board meeting. Before any condo business can be conducted, the board must make sure there is a quorum of directors attending the board meeting. For board meetings, quorum is a majority of the total number of positions on the board. For example, if there are 3 positions on the board, quorum would be 2 board members in attendance at the board meeting.

## Voting by Proxy and Voting Method

At owners' meetings, votes may be held regarding condo business.

Unless the Condo Act provides otherwise, at a meeting, votes may be cast by:

- A show of hands, personally or by proxy
- A recorded vote that is:
  - Marked on a ballot cast personally or by a proxy;
  - Marked on an instrument appointing a proxy; or
  - Indicated by telephonic or electronic means if the by-laws so permit.

If you are an owner who cannot attend a meeting but still want to participate in decision-making, you can enable somebody who will attend the meeting to vote for you. This individual is called a proxy (who need not be an owner in your condo corporation). You can appoint a proxy by completing a legal document called a proxy form and giving the form to the proxy. You can create only one proxy per unit. If you co-own your unit, the proxy represents all owners of the unit.

[A form is available on the CAO website](#) which gives instructions on how to use a proxy, and how a proxy can vote in a meeting.

## Notices

A condo corporation must provide various notices to owners to make owners aware of upcoming owners meetings. There are a variety of notices required under the Condo Act, such as:

- **Preliminary Notice of Meeting:** The Preliminary Notice of Meeting must be delivered to owners at least 20 days before a Notice of Meeting. The Preliminary Notice will, among other things, let owners know that a Notice of Meeting will be sent, state the purpose of the meeting, and, if applicable, request that individuals interested in being candidates for director positions notify the board in writing.

[More information about a Preliminary Notice of Meeting can be found by clicking here.](#)

- **Notice of Meeting:** The Notice of Meeting must be delivered to owners in writing at least 15 days prior to the day of the meeting. A Notice of Meeting of owners will include the date, time, and place of the meeting. It must also identify the business to be discussed, among other things. No vote can take place on an item, other than routine procedure, that was not disclosed in the Notice of the Meeting.
  - If an owner wishes to receive notices electronically, they must provide an Agreement to Receive Notices Electronically form, and the condo corporation must have a statement of this method of receiving notices in the record of owners and mortgagees (unless the Condo Act provides otherwise).

[More information about the Notice of Meeting can be found on the CAO website here.](#)

## Information Certificates

Information Certificates help ensure that condo owners receive important information about the state of the condo corporation throughout the year. Information certificates can be broken down into three types:

- **Periodic Information Certificate (PIC).** Sent out twice per fiscal year to all owners (within 60 days of the end of the first quarter and 60 days of the end of the third quarter). Includes key information about the condo's board, finances, insurance, reserve fund, legal proceedings, and other matters.
- **Information Certificate Update (ICU).** Sent to owners if there are certain key changes before the next scheduled PIC (such as changes in the directors or officers of the condo corporation). To be distributed within 30 days of the change.

- **New Owner Information Certificate (NOIC).** Sent to new owners within 30 days after the new owner provides written notice stating their name and the unit that they own in the condo corporation. A NOIC covers the most recent PIC and any subsequent ICUs.

Condo corporations may be able to pass by-laws related to PICs and ICUs.

[More information on Information Certificates can be found on the CAO website here.](#)

## **Records Requirements and Process to Request or Examine Records**

As a condo owner, you have the right to access certain records regarding how the condo corporation is managed. It is the condo board's duty to ensure that adequate records are kept and that they are retained for the legally required amount of time. If an owner wants to access certain records, they must use a Request for Records form. In their request, they can specify whether they wish to review records or request copies of records and they can indicate whether they would like electronic or paper copies.

As an owner, you may have the right to access:

- Your condo corporation's declaration, by-laws, and rules;
- The financial records of your condo corporation;
- The minute book containing the minutes of owners' meetings and the minutes of board meetings;
- A copy of the returns or notices of change that the condo corporation has filed with the CAO;
- All lists, items, records, and other documents from your condo corporation's turn-over meeting;
- A list of the names of the owners of each unit in the condo corporation and their address for service;
- All reserve fund studies and all plans to fund the reserve fund;
- All agreements entered by or on behalf of the condo corporation;
- All instruments appointing a proxy or ballots for a meeting of owners that are submitted at the meeting; and
- Other records as specified under the Condo Act, including in its regulations, or your condo corporation's by-laws.

[More information about records can be found on the CAO website here.](#)

## **3.3 Condominium Corporation Governing Documents**

In addition to complying with all applicable requirements under the Condo Act, all owners, residents, employees of the condo corporation, guests and others must comply with the condo corporation's governing documents. It is very important that you read and understand a condo corporation's governing documents before purchasing a unit. If you are unfamiliar with the requirements set out in

your governing documents, you may unknowingly cause issues, requiring the condo corporation to respond to enforce the provisions found in these documents. The governing documents include:

- 1. The Declaration;**
- 2. By-laws; and**
- 3. Rules.**

The governing documents must be consistent with the Condo Act.

1. The **Declaration** is one of the foundational documents of the condo corporation. The declaration is often considered the constitution of the condo corporation and contains many important provisions. It will include:

- The proportions, expressed in percentages, of the common interests allocated to each unit;
- How much each unit will pay for common expenses, expressed as a percentage;
- Which parts of the building will be exclusive use common elements, which are often things such as balconies; and
- The responsibilities of owners and the condo corporation to repair and maintain the units and common elements.

The declaration may be changed with the consent of at least 80% or 90% of voting units depending on what the change is.

2. **By-Laws** describe how the condo corporation is to govern itself. The by-laws can be considered the administrative guide for the condo corporation. A condo corporation's by-laws often deal with a wide range of matters. For example, by-laws may govern:

- How directors are elected;
- How common expenses are collected; and
- When/how the condo corporation can borrow money.

By-laws must be both reasonable and consistent with the declaration, as well as the Condo Act. By-laws must be approved by the owners of a majority of the units, except where the Condo Act provides otherwise, and registered with the Land Registry Office.

3. **Rules** regulate the use of the units or common elements or assets in a condo corporation. The condo rules will dictate what individuals on the condo property can and cannot do. Rules must be reasonable and consistent with the declaration and by-laws, in addition to the Condo Act. Rules must either: promote the safety, security or welfare of the owners, property, or assets of the condo corporation; or prevent unreasonable interference with the use and enjoyment of units, common elements or assets. Examples may include:

- Restricting smoking, vaping and/or the growing of cannabis;
- Restricting short-term rentals; or
- Limiting the number or size of pets allowed in the building.

Upon making, amending or repealing a rule, the board shall give a notice of it to the owners that includes:



- A copy of the rule;
- A statement of the date that the board proposed the rule will become effective;
- A statement which says that the owners have a right to requisition a meeting; and
- A copy of sections 46 and 58 of the Condo Act.

Owners who disagree with the rule may be able to requisition an owners' meeting regarding the rule and then have a vote during the meeting to prevent the changes to a rule(s) from being passed. If the owners do not requisition a meeting, the rule becomes effective the day after 30 days have passed since the board gave the owners notice of the rule. For more information on owner requisitioned meetings, please see section 3.2 of this Condo Guide.

[More information about the declaration, by-laws, and rules can be found on the CAO website here.](#)

## 3.4 Condominium Finances

### Reserve Funds

A **reserve fund** is a fund that condo corporations use for major repair or replacement of common elements and assets as needed. The Condo Act requires that all condo corporations have a reserve fund. Adequate reserve funds and proper use of those funds are critical to maintaining the structural integrity of the condo corporation's property. Reserve funds may only be used for major repairs and replacements of the common elements and assets of the condo corporation. Condo corporations must collect contributions to the reserve fund from owners as part of their common expense fees. Condo corporations must complete reserve fund studies. Reserve fund studies are completed by certain specialists (e.g., engineers) and determine how much money needs to be in the fund to be able to pay for anticipated major repairs/replacements that will be needed in the future. Generally, after the first reserve fund study, reserve fund studies are completed/updated every three years.

[More information about reserve funds and reserve fund studies can be found on the CAO website.](#)

### Common Expenses

Common expenses, which are typically described in the Condo Guide as "common expense fees" (also commonly known as condo fees or maintenance fees) are collected by the condo corporation under the Condo Act. In addition to including a contribution to the reserve fund as described above, common expense fees may be used to fund:

- The cost of maintenance to the common elements (e.g., standard elevator repairs, cleaning).
- The cost of your condo manager or management service provider.
- The condo corporation's insurance policies.
- Services, such as garbage or snow removal, landscaping, security etc.

As an owner, you are required under section 84 (1) the Condo Act to pay your share of common expense fees attributed to your unit. As per section 84 (3) of the Condo Act, you are obligated to pay your common expense fees even if:

- You have waived or abandoned your right to use the common element(s);
- You have made a claim against the condo corporation; or
- The condo corporation's declaration, by-laws or rules restrict you from using the common element(s).

## **How are Common Expense Fees Calculated?**

Condo boards make a budget every year which outlines various expenses for the fiscal year that are to be paid by the owners. The condo corporation's declaration will state the portion of the common expenses each owner is required to contribute, expressed as a percentage. The percentage may, but need not, relate to the size of your unit. The amount of common expenses you are required to contribute may fluctuate (e.g., increase) for various reasons (e.g., as the needs of the condo corporation change).

Section 56 (1) of the Condo Act also permits condo corporations to pass by-laws governing the assessment and collection of common expense fees.

## **Liens**

If you as an owner default on your obligation to pay common expense fees, your condo corporation automatically has a lien on your unit. The lien will cover the unpaid amount owing as well as all interest, and all reasonable legal costs and expenses incurred by the condo corporation in its attempt to collect.

The condo corporation has three months from when the default occurred to register a certificate of lien, otherwise the lien will expire after three months of the default. At least ten days' notice is required to be provided to owners before the certificate of lien can be registered on title. Condo liens have priority over every other liability, including mortgages, subject to some exceptions, and may be enforced in the same manner as a mortgage.

## **Special Assessments**

As described above, your condo corporation will create a budget for every fiscal year. Should there be a budget shortfall (i.e., where expenses exceed revenues), your condo corporation may levy a special assessment to cover expenses. A special assessment is an extra one-time charge added to your common expense fees.

Your board may need to levy a special assessment for unforeseen major expenses such as repairs related to flooding, costs related to legal proceedings, etc. Your condo corporation's by-laws may include provisions about special assessments.

Under section 84 of the Condo Act, you are required to pay your unit's share of the common expense fees, which may include special assessment fees. Your portion is calculated using the same percentage used to calculate your regular common expense fees.

[More information about special assessments can be found on the CAO website here.](#)

## **Chargebacks**

A chargeback is an addition to an owner's common expense fees to reimburse the condo corporation for a cost it incurred. This is to ensure that certain expenses or costs incurred are not levied to all

owners, particularly where they are not all responsible for the circumstances leading to the expense or cost.

Some chargebacks are specifically authorized by the Condo Act. For example, section 92 (4) of the Condo Act allows condo corporations to add repair costs to a unit's common expenses fees, where repairs were completed on an owner's behalf after they failed to complete them within a reasonable time. Condo corporations may also have provisions within their declaration that require owners to indemnify the condo corporation for certain costs, called an indemnification clause.

If an owner does not pay the chargeback, a lien will automatically be placed on the defaulting unit, just as would occur if the owner does not pay their regular common expenses on time. If the condo corporation registers a certificate of lien and the owner does not pay the lien in full (this is known as discharging the lien), the condo corporation has the ability to attempt to have the unit sold to cover the costs.

## Condo Insurance

Under the Condo Act, condo corporations are required to obtain and maintain both property insurance and liability insurance.

- **Liability Insurance:** Under section 102 the Condo Act, condo corporations are required to obtain and maintain insurance against the liability resulting from a breach of duty as the occupier of the condo corporation's common elements or certain land as well as insurance against liability arising from the ownership and use of boilers, machinery, pressure vessels and motor vehicles.
- **Property Insurance:** Section 99 (1) of the Condo Act requires condo corporations to obtain and maintain insurance for damage to the units and common elements that is caused by certain major perils, including fire, smoke, lightning, windstorm, hail, or any other peril specified in the condo corporation's declaration or by-laws.

## Standard Unit

A condo corporation's obligation to insure the units does not cover "improvements" made to units. Section 99 of the Condo Act states a condo corporation's obligation to insure against damage to units from major or other perils only includes what is called a "standard unit".

What constitutes a standard unit in your condo corporation is important as it not only outlines responsibility for property insurance coverage but also partly determines what the condo corporation or the condo owner is responsible for when dealing with repairs after damage.

For more information on where to find your condo corporation's definition of a standard unit, see section 3.5 of this Condo Guide - Living in Units and Using Common Elements.

## Deductibles

According to section 105 (1) of the Condo Act, if an insurance policy obtained by the condo corporation has a deductible clause that limits the amount payable by the insurer, the condo corporation is responsible for paying the portion of a loss that is excluded from coverage, and that amount must be included in the common expenses.

A single owner may be responsible for paying a deductible if a claim to the condo corporation's insurer arose due to the owner's (among others) action or inaction. In this case, the lesser of the deductible limit or the actual cost of the repairs must be charged back to that owner's unit. For more information on chargebacks, please see section 3.4 of this Condo Guide.

Your condo corporation may also have an insurance deductible by-law that would extend the circumstances in which an owner would be responsible for paying for a property insurance deductible. Common examples of extended circumstances could include:

- Where the owner, occupant, or guest of the unit, through an act or negligence causes the insured damage; and/or
- Where the insured damage is caused by accident (i.e., where no one is at fault).

## **3.5 Living in Units and Using Common Elements**

### **Units vs. the Common Elements**

For a description of what a common element is and what an exclusive use common element is, please refer to section 3.1 of this Condo Guide. As noted in section 3.1, common elements are elements which may not be for the exclusive use of a particular unit owner.

In a condo corporation, typically owners own their individual unit(s) and collectively share ownership of and expenses for the common elements (e.g. roof, hallways, elevators, pool).

What is considered part of a "unit" and what is considered part of the "common elements" will be outlined in the condo corporation's declaration and description. Schedule C of the declaration contains this information for most types of condo corporations, and more, as explained below. In addition, the Condo Act includes information about what is a unit vs. a common element. The term "common elements" generally means all the property except the units.

Understanding the breakdown between a unit and the common elements is important when considering repair and maintenance obligations, condo insurance, and making changes to your unit.

### **Repair and Maintenance Obligations**

Section 89 (2) of the Condo Act requires that, subject to the Condo Act and a condo corporation's declaration:

- Condo corporations are responsible for repairing damage to both the common elements and units. This obligation to repair does not include any improvements made to units.
- Unit owners are responsible for maintaining their units (i.e., upkeep and repairing after normal wear and tear) and condo corporations are responsible for maintaining the common elements (e.g., parking, gardens, hallways, elevators, amenities, etc.).

The following documents, together with the Condo Act, are notable when it comes to figuring out repair and maintenance responsibilities:

**1. Schedule C.** Schedule C (within your condo corporation's declaration) typically will outline unit boundaries and therefore clarify repair and maintenance responsibilities, especially in unclear areas (e.g., plumbing, electrical, areas behind drywall, etc.).

**2. Standard unit by-law.** A standard unit by-law or, if none, a schedule provided by the developer, will detail which components of a unit are the "standard unit" and therefore the responsibility of the condo corporation to repair.

Also, section 91 of the Condo Act allows condo corporations to alter these repair and maintenance obligations in their declaration. This means that when determining who is responsible for repairs or maintenance it is necessary to review your condo corporation's declaration. Note, there are some different repair and maintenance requirements under the Condo Act for different types of condo corporations (e.g., vacant land condo corporations).

## **Making Changes to Your Unit**

A condo corporation's declaration, by-laws, and rules may contain rules about making modifications to your unit or common elements (such as requiring notice to the board, restrictions on design, décor, materials to be used, restriction on days or times when renovations are permitted, etc.). You may wish to review these requirements, as well as applicable requirements under the Condo Act, before considering changes to your unit.

## **Modifications to the Common Elements by Owners**

Changes to the common elements (e.g., exterior walls) by owners generally will require board approval. Section 98 of the Condo Act states that an agreement (often referred to as a section 98 agreement) must be entered into between the condo corporation and the owner specifying, for example:

- The allocation of cost of the proposed modification between the owner and the condo corporation; and
- The respective duties and responsibilities of the owner and condo corporation for the costs of repairs after damage, maintenance, and insurance of the modification.

The board may approve a proposed modification, and there will be no requirement to provide notice to other owners if the modification is to an exclusive use common element, and the board is satisfied that the modification will not:

- Have an adverse effect on units owned by other owners;
- Give rise to any expense to the corporation;
- Negatively impact the appearance of buildings on the property;
- Affect the structural integrity of buildings; or
- Contravene the declaration or any prescribed requirements.

## **Right of Entry**

Section 19 of the Condo Act provides condo corporations, or a person authorized by the condo corporation, the right to enter units to perform the objects and duties or to exercise the powers of the condo corporation. They can only do so after providing reasonable notice to the owner of the unit.

Examples of when condo corporations may typically seek to enter units include:

- To perform maintenance and repairs to the common elements;
- To perform routine inspections on things such as smoke detectors; and
- To ensure compliance with the Condo Act and the condo corporation's declaration, by-laws, and rules.

Your condo corporation will also have the right to enter units in the case of an emergency, such as a fire or water leak, without any reasonable notice.

## **3.6 Condominium Management**

Condo corporations, while not required to, may decide to hire a condo manager or a condo management company to oversee the condo corporation's day-to-day operations. Condo managers act on behalf of the condo corporation and are directed by the board of directors. A condo manager's range of responsibilities may include:

- Creating and maintaining records for the condo corporation;
- Responding to owner complaints;
- Coordinating the maintenance and repair of the property;
- Hiring and monitoring the performance of service providers;
- Preparing draft annual budgets and monitoring the reserve fund;
- Issuing meeting notices; and
- Organizing board meetings and overseeing administration of all owners' meetings.

Under section 17.0.1 of the Condo Act, condo corporations cannot enter into agreements with a condo manager or management company unless they are licensed through the Condominium Management Authority of Ontario (CMRAO). For more information about the CMRAO, see section 4.2 of this Condo Guide.

[For more information on the CMRAO, you can visit their website by clicking here.](#)

## **Part 4: Resources for Issues Resolution**

### **4.1 Raising Issues with your Condominium Board**

Occasionally, issues can arise with condo living. There are several options that may be available to condo owners who have concerns with their board of directors or condo corporation generally. Before raising any issues, you may wish to consult the governing documents of your condo corporation as

some condo corporations may have specific protocols for raising issues. When raising issues, you may wish to consider the following:

### **1. Writing a Letter to the Board**

You may wish to contact your board to request formal consideration of your concern if you are experiencing a condo-related issue that you wish to raise with the board. Within the letter or email it is helpful to provide as much detail as possible about the issue.

[The CAO also has email and letter templates for writing to your board, available on the CAO website by clicking here.](#)

### **2. Requisitioning a Meeting of Owners**

Owners may be able to requisition a meeting to discuss certain issues. For example, owners may be able to requisition a meeting to discuss:

- The removal and replacement of a director before the expiry of that director's term;
- A proposed new rule or change or repeal of an existing rule; and
- The discussion of any emerging issue (e.g., a board decision).

For more information on meetings in general, see section 3.2 of this Condo Guide.

[For more information regarding the requisitioning of meetings, please click here.](#)

### **3. Raising Issues at an AGM**

An AGM provides another opportunity to bring up issues regarding the condo corporation and condo business to the board and other owners. Owners may be able to raise their concerns at their AGM. Section 45(3) of the Condo Act states that owners may raise any matters for discussion in the AGM, as long as they are relevant to the affairs and business of the condo corporation.

### **4. Seeking Legal Advice**

If a particular issue cannot be resolved through any of the above options, you may wish to consider seeking legal advice.

If you require legal advice, you may wish to contact a lawyer or paralegal familiar with condo law. The names of lawyers or paralegals may be obtained from the [Law Society of Ontario Referral Service](#). They may provide a free consultation of up to 30 minutes.

Additionally, you may wish to consider reviewing the [CAO's Issues and Solutions](#) page for additional information on common issues associated condo living.

## **4.2 The Condominium Authority of Ontario**

The CAO is a not-for-profit organization designated by the Ontario government to administer delegated provisions of the Condo Act and its regulations. The CAO's role is to support condo living by providing services and resources for condo communities and the general public. These include:

- Offering information about condo living to condo owners, residents, and other members of the public;
- Administering mandatory training for condo directors;
- Hosting and providing access to several mandatory and optional condo forms;
- Maintaining the CAO's Public Registry, which contains and displays information filed with the CAO through returns and notices of change; and
- Overseeing an online dispute resolution forum - the Condominium Authority Tribunal (CAT).

The CAT is an online tribunal that is authorized to resolve certain disputes primarily between condo corporations and owners. Part I.2 of the Condo Act and related regulations, including Ontario Regulation 179/17, set out certain provisions related to the CAT's jurisdiction.

Currently, the CAT resolves certain disputes relating to:

- the retention of and access to condo records.
- condo corporation governing document provisions about:
  - vehicles;
  - pets or other animals;
  - parking and storage; and
  - indemnification or compensation of the condo corporation, owner or mortgagee related to the above-noted governing document disputes.

[For more regarding the CAT, its function, and its jurisdiction, click here.](#)

## **4.3 Condominium Management Regulatory Authority of Ontario**

The Condominium Management Regulatory Authority of Ontario (CMRAO) is a not-for-profit corporation that is responsible for administering provisions under the Condominium Management Services Act, 2015 (CMSA), including by licensing condo managers and management providers. The CMRAO:

- Ensures that condo managers and condo management companies are licensed, meet education standards, and comply with a code of ethics, among other requirements.
- Maintains a list of licensed condo managers and condo management providers.
- Promotes awareness of the condo management regulatory system and enforces compliance with the CMSA.

### **Handling Complaints**

If you think your condo's manager or management service provider is in violation of the CMSA you can submit a complaint to the CMRAO. If the registrar of the CMRAO receives a complaint about a licensee, the registrar may do any of the following, as appropriate:

- Attempt to mediate or resolve the complaint;



- Give the licensee a written warning;
- Require the taking of further educational courses;
- Refer the matter, in whole or in part, to the discipline committee;
- Propose to suspend, revoke, or add conditions to a licence;
- Propose to refuse to renew a licence; or,
- Take further action as is appropriate in accordance with the CMSA.

[More information about making a complaint can be found on the CMRAO's website here.](#)

## **4.4 Compliance and Enforcement Mechanisms**

### **Responsibility to Comply with the Condo Act**

Section 119 of the Condo Act provides that the condo corporation, owners, directors, officers, employees, mortgagees, developer and occupants are all required to comply with the Condo Act as well as the condo corporation's declaration, by-laws, and rules.

Section 17 (3) of the Condo Act provides that condo corporations have a duty to take all reasonable steps to ensure that owners, occupiers, lessees, agents and employees of a condo corporation comply with the Condo Act, the declaration, the by-laws and the rules. Additionally, section 119 (2) of the Condo Act provides that owners are obliged to take all reasonable steps to ensure occupants and visitors of their unit also comply with the Condo Act, the declaration, the by-laws, and the rules.

### **Mediation, Arbitration, and Compliance Orders**

Under section 132 of the Condo Act, certain disputes must be resolved through mediation or arbitration. Condo corporations may also have provisions in their declaration or by-laws establishing a procedure for resolving certain disputes and compliance.

To resolve certain disputes between an owner and the condo corporation, the first step would be mediation, and then arbitration, if required.

As per section 134 of the Condo Act, certain compliance disputes may be resolved through an application to the Superior Court of Justice, including if the mediation and arbitration process has failed to solve the issue. Condo corporations, owners, occupants of a proposed unit, and developers are all entitled to apply as set out in that section; however, it is recommended to talk to a lawyer or paralegal if considering any legal action.

Please note that sections 132 and 134 of the Condo Act do not apply to disputes that may be brought to the CAT.

### **Offences Under the Condo Act**

Sections 136.1 and 137 of the Condo Act set out provincial offences under the Condo Act that the Ministry of Government and Consumer Services (Ministry) administers. If you have information about conduct you believe may constitute an offence under section 136.1 or section 137 of the Condo Act, you may provide that information to the Ministry.

[You can file the information by clicking here.](#)

The Ministry will review the information and determine if compliance or enforcement action would be appropriate. Please note that not every complaint will lead to compliance or enforcement action.

Section 136.2 of the Condo Act sets out provincial offences under the Condo Act which are administered by the CAO. If you have information about conduct that you believe may constitute an offence under section 136.2 of the Condo Act, you may provide that information to the CAO.

## Part 5: Glossary of Key Terms

**Addendum:** The Tarion Addendum (expected to be a joint Tarion/HCRA addendum if the HCRA is designated in early 2021) is a required part of the agreement of purchase and sale for a residential condo and contains important information that both the builder and condo buyer are required to agree to.

**Agreement of Purchase and Sale:** The Agreement of Purchase and Sale contains important information about your rights and obligations as a condo buyer, the builder's rights and obligations as seller (as applicable), the unit, and the condo construction project.

**Annual General Meeting:** Annual owners' meeting where the board of directors presents to the owners on the financial health of the condo corporation and other business.

**Board Meetings:** Meetings attended by board members to manage the affairs of the condo corporation.

**By-laws:** By-laws are part of the condo corporation governing documents. By-laws govern how a condo corporation operates. By-laws can cover topics such as: the size of your condo board, the process for electing directors, and the format of board meetings. By-laws must be consistent with the declaration and the Condo Act as well as reasonable.

**Chargebacks:** Charges that are added to the amount of a unit owner's common expense fees. This may happen, for example, due to a condo corporation handling an owner's maintenance obligations or where a condo corporation incurs certain court costs in a legal proceeding against an owner to enforce compliance.

**Common Elements:** All condo property except units.

**Common Elements Condominium:** A condo corporation that creates common elements but does not divide the land into units. Owners purchase land tied to part of a common element condo corporation in which they also have an ownership interest (such as a shared road, ski hill or golf course) and pay common expense fees.

**Common Expense Fees:** The amount of money that an owner contributes in the proportions specified in the declaration. These go towards paying expenses (operating and reserve), including for, among other things, the maintenance and upkeep of the condo corporation's common elements.

**Condo Corporation:** A legal entity that comes into existence when a declaration and description are registered with the Land Registry Office. All units and common elements are part of a condominium corporation, and condominium corporations are governed by boards of directors on behalf of owners.

**Condo Manager:** An individual licensed by the Condominium Management Regulatory Authority of Ontario who is hired by a condo corporation to oversee a condo corporation's day-to-day operations. Condo managers are accountable to the board of directors of the condo corporation.

**Condominium Act, 1998 (Condo Act):** The Condo Act provides a legal framework that enables condo owners and their elected board of directors to make decisions about the governance of a condo corporation.

**Condominium Authority Tribunal (CAT):** an online tribunal administered by the Condominium Authority of Ontario that is authorized to resolve certain disputes primarily between condo corporations and owners.

**Condominium Management Services Act (CMSA):** The CMSA provides a framework for regulating condo managers and condo management providers and requires that they be licensed to provide condo management services in Ontario.

**Cooling Off Period:** Ten-day period within which buyers of pre-construction condos have the right to rescind, or cancel, a purchase agreement they have signed, for any reason whatsoever. Begins on the later of the date the buyer received the disclosure statement, a copy of this Condo Guide, and the copy of the agreement of purchase and sale.

**Declarant:** The owner of the land where the condo corporation is being established. \*Note that, for ease-of-understanding, the Condo Guide sometimes uses the term “developer” in many places in place of the term “declarant”, which is used in the Condominium Act, 1998. The Ontario New Home Warranties Plan Act also uses the terms “vendor” and “builder”.

**Declaration:** Governing document that contains important information about the condo corporation, such as the percentage that the unit owner must contribute to the common expenses and a breakdown of the responsibilities for repairing and maintaining the units and common elements.

**Description:** The description defines the units and the common elements and specifies the boundaries between them.

**Declarant-Controlled Board:** A condo corporation board including directors appointed by the declarant (i.e. the developer).

**Delayed Occupancy:** When a unit buyer is unable to take possession of the new residential unit by the firm or outside occupancy dates contained in the Addendum to a purchase agreement.

**Director / Board of Directors:** The individuals who are appointed or elected to manage the affairs of the condo corporation. Directors are responsible for making important decisions and serve for terms of up to three years.

**Director Training:** Training program provided by the Condominium Authority of Ontario. All condo directors appointed, elected, or re-elected on or after November 1, 2017 are required to complete the training program within six months of their appointment, election, or re-election. Directors do not have to take the training if they have completed the program within the previous seven years.

**Disclosure Statement:** A document that your declarant must provide when you purchase your unit from them or someone benefiting them, and which includes important information about your unit and the condo corporation (proposed or registered).

**Exclusive Use Common Elements:** Are common elements that specific unit owners/occupiers have exclusive use of (e.g., a balcony connected directly to a single unit).

**Governing Documents:** A condo corporation's declaration, by-laws, and rules.

**Information Certificates:** Information Certificates help to ensure that owners receive ongoing information about their condo corporation throughout the year. There are three types: Periodic Information Certificates, Information Certificate Updates, New Owner Information Certificates.

**Information Certificate Updates:** are information certificates which include information on certain key changes before the next scheduled Periodic Information Certificate (such as changes in the directors or officers of the condo corporation). These are to be distributed within 30 days of the change.

**Interim Occupancy:** When a buyer takes occupancy of their unit before the condo corporation has been registered with the Land Registry Office, and before ownership is transferred to the buyer. The duration of the interim occupancy is called the interim occupancy period, and during that period the buyer is required to pay occupancy fees.

**Interim Occupancy Fee:** The amount that a buyer is required to pay the declarant during the interim occupancy period.

**Interim Occupancy Period:** The period from your interim occupancy date to the date ownership is transferred to you.

**New Owner Information Certificates:** Information certificates which are sent to new owners within 30 days after the new owner provides written notice stating their name and the unit that they own in the condo corporation.

**Notices:** Notices are documents containing information that an individual is entitled to receive as a unit owner. Notices will be delivered to you in either hardcopy or digitally (if the condo corporation and owner agree to electronic delivery or if that is otherwise permitted).

**Owners' Meetings:** Meetings which all owners are invited to. Includes annual general meetings, owner-requisitioned meetings, turn-over meetings, and meetings called by the board regarding the transaction of any condo business.

**Owner-Requisitioned Meetings:** Meetings requested by the owners to discuss/vote on a specific topic, such as the removal of a director or voting on a rule proposed by the board of directors.

**Periodic Information Certificates:** Information certificates which focus on the condo corporation's board, finances, insurance, reserve fund, legal proceedings, and other matters.

**Phased Condominium:** A condominium that is built and registered in phases. Once the construction is complete, it becomes a standard condominium.

**Quorum:** The law requires that a minimum number of owners be present (either in person or by proxy) at a meeting. Without quorum, voting cannot take place, however discussion on relevant business is still permitted.

**Reserve Fund:** A fund condo corporations save and use to handle the larger financial burdens, for major repair or replacements of common elements and assets as needed.

**Reserve Fund Study:** Determines how much money needs to be in the reserve fund to ensure the major repairs/replacements can be paid for in the future. The reserve fund study must be prepared by a specialist, like an engineer. The board of directors approves the study, then informs owners of the results of the study.

**Rules:** Rules are part of the condo corporation's governing documents. Rules exist for the protection of those living in the condo corporation as well as the protection of the assets of the condo corporation itself, and to prevent unreasonable interference with the use and enjoyment of the units, common elements, and assets of the condo corporation. Rules must be consistent with the Condo Act and the declaration and by-laws of the condo corporation as well as reasonable.

**Special Assessment:** An extra one-time charge added on top of an owner's common expense fees.

**Standard Condominium:** The most common type of condo corporation in Ontario, where the condo corporation is made up of units and common elements.

**Statement of Critical Dates:** The Statement of Critical Dates can be found in the Addendum to your purchase agreement. The Statement contains the dates you can expect to take occupancy of your unit, as well as other important information.

**Status Certificate:** A document that anyone can request from a condo corporation and which contains important information about the unit and condo corporation.

**Turn-Over Meeting:** The meeting held by the declarant-controlled board within 42 days of the declarant ceasing to own a majority of the units. At this meeting, the owners will elect a new board and the declarant-controlled board will turn over several items to the new owner-elected board.

**Vacant Land Condominium:** A type of condo corporation in which the units may be vacant lots at the time of purchase, and the condo corporation may resemble a subdivision. Common elements are often things such as roadways, sewer systems, and amenities such as parks or recreation facilities.

# CONDOMINIUM MANAGEMENT AGREEMENT - STANDARD

**B E T W E E N :**

► **STANDARD CONDOMINIUM CORPORATION NO.** ►

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

OF THE FIRST PART

- and -

**FIRSTSERVICE RESIDENTIAL ONTARIO**

(hereinafter called the "**Manager**")

OF THE SECOND PART

**WHEREAS** the Corporation has been created pursuant to the *Condominium Act, 1998*, S.O. 1998 C.19, as amended, which Act and regulations made thereunder are collectively referred to herein as the "**Act**", known as "**Property Name**" and is located at **Property Address, City, Ontario, Postal Code** (the "**Property**");

**AND WHEREAS** the Corporation desires the Manager to manage the Corporation and assets of the Corporation, and the Manager desires to do so, in accordance with the terms and conditions of this agreement (this "**Agreement**").

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

## **ARTICLE 1** **NOMENCLATURE**

1.1 Unless a contrary intent is expressed in this Agreement, the terms used herein shall have ascribed to them the meanings contained in the Act and the declaration of the Corporation (the "**Declaration**").

## **ARTICLE 2** **TERM**

2.1 The term of this Agreement shall be for **three (3) years** from the **\_\_ day of \_\_\_\_\_, 20\_\_ to the \_\_\_\_ day of \_\_\_\_\_, 20\_\_** unless terminated in accordance with the provisions of this Agreement and the Act.

### **ARTICLE 3**

#### **SUPERVISION BY THE BOARD**

3.1 The Manager acknowledges that it is familiar with the Act and with the terms of the Declaration, which shall include any agreements referred to therein, and the By-Laws registered pursuant to the Act in connection with the Corporation, and the Rules, as of the date of this Agreement. The Manager's management of the Property shall be subject to the specific instructions of the Corporation as expressed by its Board of Directors (the "**Board**") and to each and every term and condition contained in this Agreement, and the Manager further agrees to carry out expeditiously the instructions of the Corporation and its Board.

3.2 The Manager acknowledges that it has implemented a privacy policy regarding the handling of the personal information of owners, residents, employees and all others whose personal information the Manager uses, collects, intends to use and intends to collect. The Manager further acknowledges that such privacy policy is in compliance with the Personal Information and *Electronic Documents Act*, 2000, c.5 ("**PIPEDA**") and all other applicable privacy laws. The Manager further agrees to use all personal information in its possession in accordance with PIPEDA, all other applicable privacy laws and any specific direction of the Corporation.

3.3 The Manager covenants to comply with the provisions of the *Accessibility for Ontarians with Disabilities Act*, 2005, S.O. 2005, c. 11 ("**AODA**"), and without limitation, shall ensure that all of its employees and all contractors it retains have received training with respect to the customer service standard under AODA.

3.4 The Manager covenants and warrants that it will, at all times during the term of this Agreement and if required following termination, comply with both the Act and the *Condominium Management Services Act*, 2015, S.O. 2015, c. 28, Schedule 2 ("**CMSA**"). Further, the Manager represents and warrants that it, and all necessary employees and/or contractors, is licensed to provide "condominium management services" as defined and set out in the CMSA.

### **ARTICLE 4**

#### **MANAGEMENT ASSISTANCE AND DUTIES**

4.1 The Manager represents it has and shall utilize its experience and knowledge to carry out the management, supervision, control and administration of the Corporation and of the assets of the Corporation. In this regard, the Manager accepts the relationship of trust and confidence established between itself, the Board, and the Owners by virtue of entering into this Agreement. The Manager covenants to furnish its best skill and judgment and to co-operate in furthering the interests of the Corporation. The Manager agrees to furnish efficient business administration and supervision and to perform its responsibilities, administrative, financial and advisory, in the best manner, consistent with effective management techniques and in the most expeditious and economical manner consistent with the best interests of the Corporation. The Manager shall conduct its duties in accordance with the requirements of the Act, the Declaration, By-Laws and Rules of the Corporation specifically, and, in general, consistent with federal, provincial and municipal laws and regulations as they pertain to the operation of the Corporation and of the Property.

4.2 Without limiting the generality of paragraph 4.1 of this Article 4, the Manager shall perform, in particular, the following specific duties, subject to the direction of the Board:

- (a) **Corporate Funds.** To collect, receive, and deposit in trust for the Corporation all moneys payable pursuant to the Act, Declaration and By-Laws by the Owners or others and to deposit the same forthwith in separate account(s) to be opened with a Canadian chartered bank of the Manager's choice and maintained by the Manager in the name of the Corporation. All such moneys shall thereafter be held in trust in the name of the Corporation and be used:
- (i) **Disbursements.** To prepare cheques in payment of all accounts properly incurred by or on behalf of the Corporation, such cheques to be signed by the authorized members of the Board or as per any banking resolution approved by the Board and cheques presented for signing are to be accompanied by properly authorized purchase orders, delivery receipts or such other evidence as the Board may require from time to time. In addition or in the alternative, the Corporation may authorize the issuance of cheques through the Avid system, or such other payment system as may be made available by the Manager, subject to the Board passing a resolution to such effect. The Corporation shall agree to permit the Manager to make all payments electronically or by direct banking when available. Standing authorization may be provided by the Board to the Manager for payment of regular utilities accounts and any other accounts as may be authorized by the Board from time to time;
  - (ii) **Insurance and Appraisals.** To arrange for insurance coverage and any appraisals in connection therewith required by the Corporation in accordance with the provisions of the Act, the Declaration and By-Laws, and the amounts of such insurance shall be as directed by the Board;
  - (iii) **General Maintenance and Repairs.** To repair and maintain or cause to be so repaired and maintained, those parts of the Property and assets of the Corporation which require repair and maintenance by the Corporation in accordance with the provisions of the Act, Declaration and By-Laws, and, without limiting the generality of the foregoing, to arrange for (subject to subparagraph 4.2(j) the supply as may be required of electricity, water and other services and to arrange through use of Corporation employees and/or independent contractors as in each instance may seem most desirable for the effective and economical operation, maintenance and repair of the Property and its equipment or so as to comply with the enforcement of any regulations and requirements of the local Board of Health, Police, Fire Departments and any other federal, provincial or municipal authorities having jurisdiction which affect the Property, and without limiting the generality of the foregoing, such arrangements shall include where applicable to the Property, removal of litter and disposal of waste, snow and ice removal, landscaping and grounds maintenance, fire hydrant servicing, exterior painting, alterations and any supervision and maintenance necessary in connection with the Property, and subject to subparagraph 4.2(j) as aforesaid to maintain such staff on behalf of and at the expense of the Corporation as may be required at all times to promptly and efficiently carry out the foregoing, and any other requirements and instructions of the Board; and



- (iv) **Reserve Fund.** To deposit to the credit of the Corporation in a separate account for major repair and replacement of the Common Elements and assets of the Corporation, on a monthly basis, the proportionate amount of the total budgeted expenditure allocated by the Corporation in its budget statement for the establishment of the reserve fund and to ensure that such moneys are not used or employed by the Board or the Manager for the payment of general operating expenses.

The Manager shall, subject to direction from the Board, arrange for the Corporation to engage an investment advisor or advisors to manage and/or monitor an investment plan as approved by the Board pursuant to subsection 115(8) of the Act (the "**Investment Plan**") and the Manager shall insert the "surplus" monies in the Corporation's general account(s) and reserve account(s) in accordance with the Investment Plan and subsection 115(6) and (7) of the Act.

- (b) **By-Law Enforcement.** To take such action within its power, short of legal action, to enforce the terms of the Act, the Declaration, the By-Laws and the Rules and amendments to any of the foregoing which may be in force from time to time subject to the direction of the Board; and to retain legal counsel as directed by the Board at the expense of the Corporation.
- (c) **By-Law Advisement.** To advise and consult with the Board with respect to any further By-Laws and Rules which, in the opinion of the Manager, ought to be established to further the harmonious and satisfactory operation of the Property.
- (d) **Common Element Deficiencies.** To use its best efforts to ensure that any building deficiency required by the Corporation to be repaired or rectified is corrected and, if applicable, to pursue the correction of any building deficiency short of legal action under any warranty applicable to the Property; and in this regard the Manager represents and warrants that it is familiar with the filing requirements of the *Ontario New Home Warranties Plan Act*, R.S.O. 1990, C.O.31 or any amendments, replacements or successor legislation thereto and of the procedures to be followed under that statute in order to protect the interests of the Corporation.
- (e) **Communication to the Owners.** Subject to the instructions of the Board to forthwith after their enactment communicate to all Owners the text and import of any further By-Laws or Rules or amendments thereto.
- (f) **Insurance Claims.** To supervise insurance or other claims by or against the Corporation and to see that the rights of the Corporation in respect to such claims are protected including the filing of notice of claim but not including the adjusting of any loss.
- (g) **Inadequate Performance by Contractors.** To use reasonable diligence to ensure that contracts and agreements between the Corporation and any supplier or service personnel are performed in accordance with the agreed upon terms and to inform the Board in the event performance is considered by the Manager to be inadequate or contrary to the agreed terms and where services are properly performed and/or materials provided in accordance with the contract, to take

advantage of all trade discounts by prompt payment of trade invoices, with appropriate holdbacks under the *Construction Act*, R.S.O. 1990, C. C.30 ("**Construction Act**"), where applicable.

- (h) **Construction Liens.** To retain or cause to be retained holdbacks required by the Construction Act and to use its best efforts to ensure that no claim or lien shall be filed in respect of any work which may be carried out on behalf of the Corporation against the title to the Property and if a claim or lien shall be filed in respect of such work, the Manager shall, as directed by the Board, forthwith take all necessary steps to have the same removed and discharged.
- (i) **Inspection/Work Schedule.** To prepare schedules and assignment of responsibilities as may be necessary to direct on a regular basis the activities of all persons employed to work at the Property and to provide such supervision as may be reasonably necessary and to conduct an inspection, as reasonably required, of the Property and to complete a checklist setting out the status of the ongoing maintenance and repairs to be completed in respect of the common elements, and compliance by Owners with the Act, the Declaration, the By-Laws and the Rules (i.e. stipulate infractions and the steps taken to correct same) and to make such schedules, inspections and status reports available for inspection by the Board at all reasonable times.
- (j) **General Authority.** Generally to do and perform and where desirable contract as agent for and in the name of the Corporation for all things desirable or necessary for the proper and efficient management of the Property (including the giving of proper attention to any complaints and endeavouring as far as is economical to reduce waste) and to perform every other act whatsoever in or about the Property to carry out the intent of this Agreement provided, however, that the Manager shall not authorize any work, repairs, alterations or maintenance estimated to cost in excess of \$5,000.00 for any one item or to have a duration in excess of one (1) year without first obtaining the Board's approval to proceed with such work except for monthly or recurring operating charges. On rare occasions where circumstances warrant, the Board shall provide its approval or other direction to the Manager within a reasonable time of receipt of the Manager's request for approval. Furthermore, if in the Manager's opinion there exists a hazardous situation which could cause personal injury or damage to the Property or the Corporation's equipment or chattels or which could impair the value of the Owners' interest therein or the Owners' equipment, chattels, improvements or property or which could cause the suspension of any service to the Corporation at a time when the Corporation or its representatives cannot be reasonably located for the purpose of giving approval for such work, or if failure to do such work might expose either the Corporation or the Manager or both to the imposition of penalties, fines, imprisonment or any other substantial liability, the Manager is hereby authorized to proceed with such work as in its reasonable discretion it determines to be urgently necessary for the prevention of personal injury, the protection and preservation of the Property or the Corporation's equipment or chattels or the Owners' interest therein or the Owners' equipment, chattels, improvements or property therein or to protect the Corporation or the Manager from exposure to fines, penalties, imprisonment or any other substantial liability, subject always to the Act, and the Declaration and By-Laws and the Rules. The Manager shall in the

case of a hazardous situation report to the Board as soon as possible. The Manager, in any hazardous situation, may enter any Unit with or without the consent of the Owner thereof to perform such work or repairs as it reasonable determines to be urgently necessary for the protection and preservation of the Property and any assets of the Corporation or any equipment or chattels, or to protect the Corporation and the Manager from exposure to fines, penalties, imprisonment or any other substantial liability.

- (k) **Materials, Equipment and Supplies.** To purchase subject to subparagraph 4.2(j) above and on behalf of the Corporation such equipment, tools, appliances, materials and supplies as are necessary for the proper operation and maintenance of the offices and property of the Corporation. All such purchases and contracts shall be in the name of and at the expense of the Corporation.
- (l) **Inventory.** To maintain an up-to-date list of all inventories, equipment and chattels of the Corporation as part of the Corporation's records.
- (m) **Emergency Situations.** To keep the Board advised at all times of the telephone number or numbers at which a representative or employee of the Manager may be reached at any time during normal business hours in respect to any infraction of the Act, Declaration, the By-Laws, or the Rules, or at any time during the day or night in the event of any emergency involving the Property and assets of the Corporation. The Manager will make all arrangements to deal promptly with such infractions and immediately with any emergency arising in connection with the maintenance and operation of the Property and assets of the Corporation. In this regard, the Manager shall deal in the first instance with minor emergencies and infractions and shall forthwith report to the Board any major emergency or persistent, flagrant or serious violation of the Act, Declaration, the By-Laws or the Rules. It is understood and agreed by the parties hereto that the Manager shall, in its reasonable discretion, determine whether or not an emergency exists and whether or not such emergency is of a minor or major nature.
- (n) **Information.** To receive in writing (except in case of emergency) and co-ordinate the disposition of, requests for information and service concerning or related to the duties and obligations of the Manager as provided by this Agreement, in all cases referring to the Board such requests as involve policy decisions or interpretations of the Act, Declaration, By-Laws and Rules of the Corporation.
- (o) **Notice of Meetings.** At the request of the Board, schedule and arrange the facilities for all annual, general and special meetings of the Owners and deliver to the Owners and to such other persons as are entitled to notice pursuant to the Act, Declaration or By-Laws, such notices and other information as is required in connection with the holding of such meetings. At the expense of the Corporation and upon request of the Board, the Manager shall prepare notices of meetings and other information in sufficient quantity for distribution to all persons entitled to receive same. With respect to meetings of the Board, the Corporation shall notify the Manager in writing as to the place, date and time of such meetings and a representative of the Manager shall attend all such meetings unless otherwise directed by the Board, provided the representative of the Manager shall not be required to attend more than **(number) (#)** meetings of the Board of Directors and

**one (1)** meeting of the Owners per fiscal year. All meetings will be scheduled on a Monday, Tuesday, Wednesday or Thursday, except for statutory holidays. The Manager's cost of additional meetings shall be charged to the Corporation in accordance with Section 8.2 and Schedule "A".

- (p) **Employee Records.** To execute and file all returns and other instruments, maintain proper payroll records and do and perform all acts required of the Corporation as the employer of on-site personnel in respect of Employment Insurance contributions and deductions, Canada Pension Plan contributions and payments, the *Income Tax Act of Canada* and any other employee and employer contributions or payments required under any social, labour or tax legislation in force from time to time, and in connection therewith the Corporation agrees, upon request, to execute and deliver promptly to the Manager all necessary consents, notices of appointment and like approvals or directions.
- (q) **Supervision of Employees.** To direct and supervise any and all persons employed by the Corporation, for the operation and maintenance of any equipment in existence or which might be in existence and which the Corporation desires or is obliged to operate and maintain, and to arrange at the cost of the Corporation and be responsible for any safety and technical instructions of personnel employed at the Property which may be required for the proper operation and maintenance of such equipment.

On the basis of the budget adopted by the Corporation, and subject to prior written approval by the Board, the Manager shall negotiate agreements with, supervise and discharge all necessary personnel required to properly and physically maintain all Property

## **ARTICLE 5**

### **MANAGEMENT SERVICES**

5.1 The Manager agrees that, during the term of this Agreement, it will provide all management services required in connection with the undertaking of the Corporation as may be necessary in the performance of its duties provided, however, that the Manager shall not be responsible for the duties of the Board or of the Officers of the Corporation, except as set out in this Agreement.

5.2 Without limiting the generality of subparagraph 5.1 of this Article 5, the Manager shall perform the following duties:

- (a) **Annual Budget.** To prepare and present to the Board at least six (6) weeks before the commencement of each fiscal year during the term of this Agreement an estimated budget in writing for the following fiscal year and for the approval of the Board and to consult with the Board whenever it appears desirable or necessary to revise the Owners' contributions to the Common Expenses.
- (b) **Financial Reporting.** To provide the Board electronically on or before the 20th day of each month with year-to-date monthly itemized unaudited financial statements showing:

- (i) Corporation income on accrual basis;
- (ii) dollar amount of Common Expenses collected;
- (iii) dollar amount of each disbursement as compared with budget expenses by budget categories;
- (iv) a list of units that are delinquent in payment of their required contribution to Common Expenses and the amount of each delinquency;
- (v) amounts of all other delinquent accounts and names of the persons owing such accounts;
- (vi) particulars of accounts, term deposits, certificates and any other instruments respecting investment income and other assets and liabilities of the Corporation in accordance with good accounting principles as at the date of the financial statements.

All accounting and financial reporting which is required under the terms of this Agreement to be provided by the Manager to the Corporation shall be in accordance with the reasonable requests of the Corporation's auditors as to format and shall be provided within the reasonable time limit prescribed by the Corporation's auditors.

- (c) **Books and Records.** To maintain the Corporation's records in accordance with the Act and to use its best efforts to keep an up-to-date record of the names and addresses of all owners, mortgagees and tenants of whom the Manager has received notice. If the Corporation receives notices or written communication from registered mortgagees or any other persons claiming an interest in a Unit or from an owner providing information with respect to the leasing of the Owner's unit, the Corporation shall forthwith communicate that information to the Manager. All books and records of accounts kept in relation to the management of the Corporation shall be the property of the Corporation and upon termination of this Agreement shall be surrendered to the Corporation or to a representative of the Corporation, designated in writing in accordance with such timing requirements as provided by the CMSA. Until termination of this Agreement, the Corporation's current books and records of accounts shall be physically kept in the Manager's business office. Records referred to herein shall be delivered to the Corporation's on site Management Office, if space is available, after the completion of the annual financial audit. Alternatively, the Manager shall store the records at a monthly cost to the Corporation as indicated in Schedule A.
- (d) **Access to Books and Records.** To make available upon reasonable notice at reasonable times to the Corporation, its auditors, and designated representatives all books and records pertaining to the operation of the Property and the business of the Corporation whenever requested, provided that the Corporation shall be charged a reasonable hourly fee to properly compensate for the time spent in preparing and copying of records requested for and/or viewed. With respect to requests for access to or copies of records of the Corporation by Owners under s. 55 of the Act, the Manager's cost of addressing requests for non-core records shall

be charged to the Corporation in accordance with Section 8.2 and Schedule "A". Notwithstanding the foregoing, in accordance with subsection 55(3) of the Act, the Manager shall use reasonable efforts to obtain reimbursement for the Corporation from the subject Owner of the Schedule "A" costs from the person requesting the records where permitted under the Act or Regulations. For greater clarity, the Corporation shall pay the amount as stated at Schedule "A" to the Manager, regardless of any decision of the Condominium Authority Tribunal that may award a lesser amount in a particular case.

- (e) **Approval of Invoices.** To make all disbursements properly incurred for and on behalf of the Corporation with the approval of the Board; provided, however, that the approval of the Board shall not be required prior to payment by the Manager of any items of expense as to which the Manager has discretionary spending authority pursuant to subparagraph 4.2(j).
- (f) **Status Certificates.** To prepare and execute by the Manager status certificates in the form prescribed by regulation pursuant to the Act and to issue and provide status certificates together with the statements and information required pursuant to the Act to any person or persons who request(s) one and has paid the appropriate fee, within the time permitted for the delivery of such certificates, statements and information prescribed in the Act.

The Manager shall not be responsible for inspecting the Common Elements appurtenant to the Unit. The Manager shall not inspect the Unit to determine whether or not the Corporation has any claim for damages against an Owner as contemplated by the Act or whether any violation exists prior to issuing the status certificate. The onus shall be that of the purchaser as set out in the Status Certificate.

The Manager is responsible for the accuracy and completeness of all information contained in the status certificate, however, the Manager shall not be liable for any information within the knowledge of the Board but not communicated to the Manager in writing and which should be included in the status certificate.

The Manager shall be entitled to the fee prescribed by regulation pursuant to the Act for the preparation and issuance of the status certificate and related documentation, and shall bear the costs/disbursements applicable to the issuance of the status certificate and accompanying documentation.

- (g) **Notice of Lien.** The Manager shall issue Notice of Lien to Owner at an additional cost to the Corporation, with such cost to be recovered from all Owners requiring such notice pursuant to s. 85 of the Act.
- (h) **Preventive Maintenance Program.** Establish and thereafter maintain a preventive maintenance program for all major technical and electrical equipment and plumbing systems in accordance with the recommendations of the manufacturers or suppliers thereof. The Manager shall also take reasonable steps to ensure that vendors retained by the Corporation maintain log books and identification labels clearly numbering all mechanical and electrical equipment and plumbing systems and indicating the nature and frequency of maintenance

services performed and shall prepare for the Board's approval general maintenance procedures and schedules to be followed by the Manager and any employees of the Corporation. The Corporation shall make available to the Manager all shop drawings, as-built architectural and structural plans, maintenance and operating manuals for mechanical and electrical equipment and plumbing systems and such other documents as the Manager reasonably requires to carry out its duties, that are in the Corporation's possession from time to time.

- (i) **Manager's Report.** Present to the Board as may be reasonably required a Manager's report, to serve as a written form of communication from the Manager to the Board. This Manager's report shall reflect the directives of the Board to the Manager and shall further reflect the actions of the Manager with respect to those directives. Any and all correspondence received by the Manager with respect to the operation of the Corporation shall be available for examination by the Board. The Manager's report shall be made available to the Board at least two (2) days before the applicable Board meeting where it is to be presented.
- (j) **Fidelity Insurance.** In addition to the fidelity insurance required by the CMSA, to arrange, obtain and maintain fidelity insurance in such amounts as may be requested by the Corporation, with loss payable to the Corporation. The Corporation agrees that the Manager shall be named as an insured party along with the Corporation and the fidelity insurance shall not be terminable by either the insurer or the Corporation unless sufficient prior notice of cancellation has been delivered by registered mail to the auditor of the Corporation, the Manager, and to the Board. The premium for the additional fidelity insurance requested under this paragraph shall be an expense of the Corporation.

## **ARTICLE 6**

### **EMPLOYMENT OF CONTRACTORS**

6.1 The Manager may contract on behalf of the Corporation with any person, firm or corporation to perform any work or services for the Corporation within the scope of the Manager's duties under this Agreement subject however to the following provisions:

- (a) **Written Agreements.** Any person, firm or corporation employed to perform work or services shall be contracted pursuant to a written contract setting out the essential terms and conditions of such contract.
- (b) **Approval of the Board.** In addition to the requirements of subparagraph 4.2(j), any contract to perform work or services entered into by the Manager shall be for a reasonable consideration usual in the industry and be budgeted for by the Corporation. In the event that any contract for work or service shall be for a consideration in excess of that budgeted for by the Corporation, then prior to entering into such contract the Manager shall first obtain a resolution of the Board approving such contract.
- (c) **Spending Restrictions.** Where the cost of performing such work or services exceeds the sum of \$5,000.00, the Manager shall submit at least two (2) written quotations for presentation to the Board and prior to entering into such contract, the Manager shall first obtain a resolution of the Board approving such contract,

except that if any such work is urgently required to be done and failure to do such work could, in the Manager's reasonable opinion, result in a hazardous situation which could cause personal injury or damage to the Property or its equipment or contents or which could impair the value of the Owners' investment or if failure to do such work might expose either the Corporation or the Manager, or both, to the imposition of penalties, fines, imprisonment or any other liability, then the Manager is hereby authorized to proceed with any such work as it in its discretion reasonably determines to be urgently necessary for the prevention of personal injury, the protection and preservation of the Property or its equipment or contents or the Owners' investment therein or to protect the Corporation or its Directors from exposure to fines, penalties, imprisonment or any other liability. In the case of such hazardous situation the Manager shall report to the Corporation as soon as possible.

As well, where a contract to provide services to the Corporation extends past one (1) year, the Manager shall submit at least two (2) written quotations for presentation to the Board and prior to entering into such contract, the Manager shall first obtain a resolution of the Board approving such contract.

## **ARTICLE 7**

### **ACCESS TO UNITS**

7.1 Subject to the relevant provisions of the Act, the Declaration and By-Laws, the Manager and its agents, servants and employees may enter a unit or exclusive use area of the Common Elements in order to perform its duties hereunder, provided always that the Manager shall give reasonable notice to the Owner of its intention to enter the unit or exclusive use area, save only in the case of an emergency or Owner's extended absences in which case prior notice shall not be required.

## **ARTICLE 8**

### **MANAGER'S COMPENSATION**

8.1 The Manager shall be paid as compensation for its management services rendered under this Agreement:

Until terminated in accordance with the provisions of this Agreement (but subject always to paragraph 16.2), **a management fee of \$\_\_\_\_\_ per month from Date to Date; a management fee of \$\_\_\_\_\_ per month from Date to Date; and a management fee of \$\_\_\_\_\_ per month from Date to Date** payable monthly, in advance, by electronic transfer. The Manager's fee includes all office expenses directly related to the business office of the Manager with respect to the performance of the duties of the Manager hereunder, but does not include any expenses directly related to the business offices of the Corporation nor the duties outlined in paragraph 8.2. The Manager's fee does not include disbursements incurred on behalf of the Corporation, including parking charges for staff employed by the Manager. All stated fees are exclusive of any applicable taxes. In addition to any parking charges as aforesaid, the Corporation agrees to provide to the Manager, without cost, the use of at least one (1) parking space at the Property at all times.

8.2 **Additional fees** (the "**Additional Fees**") for various services (the "**Additional Services**") apply as set out in various provisions of this Agreement, and shall be invoiced as set out at



Schedule "A". As well, Additional Fees shall apply to certain legislative developments as discussed below.

That is, the *Protecting Condominium Owners Act* amending the *Condominium Act* (the "**Act**"), 1998 and enacting the *Condominium Management Services Act* 2015 (the "**CMSA**") whereby the CMSA implements a mandatory licensing regime that will require that all condominium property managers and property management service providers be licensed and that all Condominium Corporations must to adhere to the Condominium Authority of Ontario (the "**CAO**"), and to amend other Acts with respect to condominiums (hereinafter referred to, collectively, as the "**Legislative Changes**"), the parties hereby acknowledge and agree as follows:

- (a) The Legislative Changes will result in various additional services, reports, tasks, steps, and procedures to be provided by the Manager to the Corporation and shall constitute Additional Services.

It is understood that The Manager will incur significant expenses including without limitation through disbursements, overhead and additional time spent by administrative, head office, supervisory, and onsite management staff in providing the Additional Services;

There are a number of Additional Services, including those that are new to the industry and some are expected to be significantly more demanding to produce, that will be required under the new legislation.

The Manager shall be entitled to Additional Fees (above the monthly fee as stated in s. 8.1, to be invoiced to the Corporation, in accordance with Schedule "A" hereto relating to the Legislative Changes. All Additional Fees as stated in Schedule "A" hereto are exclusive of any applicable taxes.

- (b) The Legislative Changes will require that the Manager provides management staff and other leadership and support personnel that hold a valid individual license for conducting business within the industry. Additionally, the Legislative Changes mandate a licensing fee for the Manager itself as a company. Therefore, a separate allowance towards CMSA licensing fees is an Additional Service with the Additional Fees payable as per Schedule "A".
- (c) Additional Fees are exclusive of applicable taxes and will be invoiced and paid on a per-occurrence basis, with the exception of the CMSA licensing allowance which shall be payable monthly by the Corporation, in advance, by electronic transfer
- (d) As the Legislative Changes and other related Government direction evolves, the Manager is entitled to charge Additional Fees to the Corporation from time to time for other Additional Services including but not limited to those outlined in Schedule "A". The Manager shall also be entitled to amend Additional Fees to reflect inflation, changes to underlying costs and time spent, or other relevant factors. The Manager shall provide the Corporation with 30 days written notice of any Additional Fees for any new Additional Services, or any amended Additional Fees for existing Additional Services, prior to implementation.

- (e) It is anticipated that under the Legislative Changes, there may be an increased frequency of requests to redact, retrieve, compile documents and/or arrange for in-person document examination. As per 5.2(d), the Corporation shall be charged a reasonable hourly charge to properly compensate for the time spent in preparing and copying of records requested for and/or viewed. Notwithstanding the foregoing, in accordance with s. 55 of the Act, where a person examining the records of the Corporation requests copies of records, the Manager shall arrange that the Corporation shall charge that person the reasonable labour and copying charges associated with the production of such copies.

## **ARTICLE 9**

### **UNIT REPAIRS**

9.1 Notwithstanding any other provision of this Agreement the Manager is given no authority or responsibility for maintenance of or repairs to the units which shall be the sole responsibility of the Owners individually, save and except in those circumstances where the Corporation has an obligation to maintain or repair the units after damage whether in accordance with the Act, the Declaration or otherwise. The services to arrange for any maintenance and repairs required that is not a result of insurable loss shall be at the expense of the Corporation or Owner.

## **ARTICLE 10**

### **PLANS AND SPECIFICATIONS**

10.1 If any plans, drawings, specifications and architectural or engineering assistance become necessary or desirable to enable the Manager to discharge its duties pursuant to this Agreement, and if the Board or its designated representative from time to time authorizes the obtaining of the foregoing, before any expense is incurred therefore, then the cost thereof shall be at the expense of the Corporation.

## **ARTICLE 11**

### **BOARD CO-OPERATION**

11.1 The Board agrees to co-operate with the Manager to the extent required to perform expeditiously, efficiently and economically the Manager's services required under this Agreement and to provide such evidence of authority by way of certified resolution or otherwise and such specific directions as the Manager may reasonably require. The Board agrees to continuously act in the best interest of the overall community and their Corporation and agrees to fully and formally disclose, in writing, any personal interests or relationships that might represent a conflict-of-interest or perceived conflict-of-interest.

11.2 The Corporation agrees that it shall provide the Manager and its employees and representatives a safe workplace in which to perform the services hereunder and accordingly, the Corporation agrees that it shall comply with all statutes, regulations and codes relating to workplace safety, including, without limitation, the *Accessibility for Ontarians with Disabilities Act*, *Workplace Hazardous Materials Information System regulations*, and the *Occupational Health and Safety Act* ("**OHSA**"). Furthermore and without limitation, the Corporation recognizes that Workplace Harassment is a serious issue and hereby agrees to enforce any Workplace Harassment and Violence policy that the Corporation may have implemented, as well as assisting the Manager in enforcing its Respect in the Workplace Policy (as may be amended from time to

time), with a view to addressing any harassment or violence directed towards employees and representatives of the Manager, and in fact as directed towards any individual at the Property.

11.3 The Corporation covenants and agrees with the Manager that it will not, either directly or indirectly, in any manner whatsoever, at any time during the term of this Agreement or for a period of twelve (12) months after the termination of this Agreement (the "**Protected Period**"): (a) employ any employee or agent of the Manager in any manner whatsoever; (b) solicit, interfere with or endeavour to entice away from the Manager any employee or agent of the Manager or any person who, at any time during the six-month period immediately prior to the making of such solicitation, interference, or endeavour, was an employee or agent of the Manager; or (c) divulge to any person, firm or corporation the name of any employee or agent of the Manager. In the event that the Corporation breaches any of the covenants and/or agreements contained in this paragraph, the Corporation agrees to forthwith pay to the Manager a placement fee of one year (twelve months, or reasonable equivalent) of the annual compensation payable by the Manager to the applicable employee or agent in the year in which such breach takes place (and the parties hereto agree that the foregoing payment is not a penalty but is a genuine pre-estimate of the damages suffered and is in addition to (and not in substitution for, whole or partial satisfaction of or derogation from) any rights and remedies which the Manager may have at law or otherwise as a result of such breach). This s. 11.2 shall survive termination of this Agreement.

11.4 Section 47 of the Act and Section 12.7 of *Ontario Regulation 48/01* authorize the Board to establish methods of electronic communication. In this regard, the Board shall so establish electronic mail and/or through such other methods of electronic communication that are, or may become available in the future, at the discretion of the Board, as an authorized method of electronic communication. All of which is intended to allow for a more efficient means of the Manager performing its duties hereunder in terms of notices to and communications with owners. The Board shall pass the requisite resolution or resolutions to this effect forthwith upon the commencement of this Agreement if it has not done so already by signing Schedule B. The Corporation hereby through this paragraph 11.4 authorizes the Manager to execute agreements with owners permitting the electronic delivery of Notices, as contemplated by s. 47 of the Act and s. 12/7 of O. Reg 48/01.

## **ARTICLE 12** **LIAISON OFFICER**

12.1 The Board shall advise the Manager in writing from time to time as required of the names of those Officers, Directors or other representatives, not to exceed two individuals, who are authorized to act for and on behalf of the Corporation to enable the Manager to consult with the Board or obtain the Board's approval before proceeding with any work, act or actions if required hereunder. The Board may designate from time to time an individual in addition to the President who shall be authorized to deal with the Manager on any matter relating to the management of the Property, and if such designation is made, the Manager is directed not to accept directions or instructions with regard to the management of the Property from anyone else. In the absence of any designation by the Board, or if a designation is revoked then until another designation is made, the President of the Board shall have sole authority.

### **ARTICLE 13**

#### **INDEMNIFICATION**

13.1 The Manager shall, during and after the term of this Agreement, indemnify and save the Corporation and its directors, officers, employees and agents completely free and harmless from any and all damages or injuries to persons or property, or claims, actions, obligations, liabilities, costs, expenses and fees, by reason of the gross negligence or willful misconduct of the Manager or any of its employees in the carrying out of the provisions of this Agreement.

13.2 The Corporation shall, during and after the term of this Agreement, indemnify and save the Manager and its partners and affiliates and their respective directors, officers, security holders, employees and agents completely free and harmless from any and all damages or injuries to persons or property, or claims, actions, proceedings before any court, tribunal or adjudicator, obligations, liabilities, costs, expenses and fees, for any reason in the carrying out of the Manager's duties and obligations hereunder.

13.3 The provisions of this Article 13 shall survive the termination of this Agreement.

### **ARTICLE 14**

#### **COMPREHENSIVE LIABILITY INSURANCE**

14.1 The Corporation agrees to take out or authorize the Manager to arrange for comprehensive liability insurance in the name of the Corporation on the Property to a limit of not less than \$5,000,000.00 inclusive and further agrees that the Manager shall be named as an additional insured party along with the Corporation as their interest may appear in each such policy or policies which shall provide protection against any claims for personal injury, death or property damage or loss for which either the Corporation or the Manager might be held liable as a result of their respective obligations, and the Corporation further agrees, if so requested, to provide the Manager with a certificate of insurance from its insurers which shall include an undertaking that the insurer will provide the Manager with at least thirty (30) days prior written notice of cancellation or any material change in the provisions of any such policy.

### **ARTICLE 15**

#### **MISCELLANEOUS**

#### **15.1 Deficit Financing**

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

#### **15.2 Collection of Accounts Receivable Including Common Expenses.**

The Manager, without limiting its covenants as hereinbefore contained, shall, in addition to its covenant to enforce the By-Laws of the Corporation as hereinbefore contained, actively pursue

the collection of outstanding Common Expenses from Owners and tenants respectively at all times and with a view to reducing these receivables to the lowest minimum monthly balance. In the event that the Corporation must register a Certificate of Lien pursuant to s. 85(2) of the Act, the Manager shall provide the Corporation's solicitor with the issued Notice of Lien to Owner and requisite instructions in the solicitors' form accurately prepared (if any) within such reasonable time to allow the solicitor to make the necessary registration.

In the event that the Manager, after instruction from the Board, fails to provide proper information, adequate notice, and instructions to the Corporation's solicitors for the registration of a Certificate of Lien covering the arrears of Common Expenses, interest charges and legal costs within the time specified under the Act resulting in any loss or any additional cost to the Corporation, the Manager shall be directly liable for same to the Corporation.

### **15.3 Fiduciary Relationships**

The Manager may engage any parent or subsidiary entity affiliated or otherwise connected with it (hereinafter called the "**affiliate**") to perform any work or services for the Corporation within the scope of Manager's duties under the provisions of this Agreement, without being in breach of any fiduciary relationship with the Corporation, provided the Manager discloses to the Corporation that it intends to engage an affiliate and the Manager has obtained at least two additional quotations from other competent suppliers or contractors who are not affiliates of the Manager and the Board has approved the work or service to be performed by the Manager's affiliate.

The Corporation acknowledges that affiliates of the Manager may receive compensation for services rendered to the Corporation provided that the Corporation approves such services in accordance with this paragraph 15.3. Affiliates of the Manager include FirstService Financial Inc. ("**FFI**") and FirstService Insurance Brokers, Inc. or their respective successors. FFI aggregates the purchasing resources of FirstService Corporation located throughout North America. FFI may make available insurance and other financial services and products, including access to its national preferred banking program. FFI's services are provided without cost to the Corporation; however, FFI may receive a fee or commission from the vendors it utilizes to cover development, placement, maintenance and administrative expenses of these programs. A portion of these fees or commissions may be allocated to the Manager to help offset local administrative costs. Except for the placement of operating and reserve bank accounts the Corporation retains the right to opt out of any products or services affiliated with FFI.

When obtaining quotations or proposals from affiliated partners and/or companies with an official business relationship with the Manager, upon formal request from the Board, the Manager may be instructed to first obtain sealed bid proposals from the Manager's affiliated company in advance to requesting and/or receiving those of competitive companies.

### **15.4 Owner Relationship**

- (a) The Manager shall promptly deal with all reasonable queries, requests or complaints by the Board or any Owner or mortgagee of a Unit relating to the management of the Property or the duties or obligations of the Manager pursuant hereto, and to record in writing any such queries, requests or complaints and the eventual disposition thereof, and report same to the Board.

- (b) The Manager shall maintain businesslike relations with Owners whose service requests relating to the Common Elements shall be received, considered and recorded in systematic fashion in order to show the action taken with respect to each request. Complaints relating to Common Elements, the maintenance and repair of which are the responsibility of the Corporation, shall be attended to by the Manager in a prompt and diligent manner.

15.5 The Corporation hereby assigns their right to vote to the Manager, on all matters regarding the Corporation's membership with the Canadian Condominium Institute, unless otherwise directed.

## **ARTICLE 16**

### **TERMINATION**

16.1 During the term of this Agreement, either party may at its option, without cause, terminate this Agreement as at the last day of a calendar month, upon ninety (90) days written notice to the other and, in connection therewith, the Corporation shall pay to the Manager any moneys due to the Manager to the date of termination. The management agreement may also be terminated under the terms and in accordance with, section 111 of the *Condominium Act* (1998, c. 19, s. 111 (1)(2).

16.2 The parties agree that the term of this Agreement shall not be allowed to lapse and terminate without notice of termination in writing given by either party to the other not less than ninety (90) days prior to the expiration of the term of this Agreement. Should notice of termination not be given ninety (90) days prior to the expiration of the term of this Agreement, as provided herein, the Agreement shall thereafter continue on a month to month basis until terminated upon ninety (90) days written notice, as provided herein, and, unless otherwise agreed to by the parties, the Manager's fee herein shall increase: (a) by 5% in respect of the 12-month period immediately following the initial term of this Agreement; and (b) for each 12-month period thereafter, 5% per annum, until renegotiated.

16.3 For a period of twenty-four (24) months after any termination of this Agreement and for the purpose of settling any dispute or defending any claim made against the Manager, the Corporation shall provide access to the Manager at all reasonable times and upon reasonable notice to all relevant contracts, records, files and other documents or information (in whatever form or medium maintained).

16.4 In addition to the rights of the parties to terminate upon notice as hereinbefore set out, the Agreement shall terminate upon the happening of any of the following events:

- (a) the insolvency or bankruptcy of the Manager; or
- (b) the termination of the Corporation.

#### **16.5 Upon termination of this Agreement:**

- (a) the Manager shall cease to operate the Corporation's bank account and shall execute all necessary documents in recognition thereof as may be requested by

the Corporation or the said bank, and shall as soon as possible thereafter render the final accounting to the Corporation;

- (b) the Manager shall surrender to the Corporation all contracts, records, files, bank accounts and other documents or information which may be pertinent to the continuing operation of the Property both paper and electronic form, where available, and further shall maintain on behalf of the Corporation any records, files or information related to the Corporation and stored in the computer of the Manager for a period of twelve (12) months or until such earlier time as the Corporation advises the Manager in writing of its permission to destroy such records;
- (c) the Manager shall turn over all keys to the Property in its possession or in the possession of any of its employees. The Manager shall also turn over possession of any area (such as management offices) located on the Property under its control;
- (d) if it has not already done so, the Corporation shall assume the obligation of any and all contracts which the Manager has properly made for the purpose of arranging the services to be provided pursuant to this Agreement except those related to the employees of the Manager and to accounting services; and
- (e) the obligation upon the Manager to account shall survive the termination of this Agreement.

## **ARTICLE 17**

### **NOTICE**

17.1 Any notice required to be given by either party to the other shall be sufficiently given if delivered or mailed by prepaid registered post addressed (or faxed or sent by other electronic means if both parties have agreed in writing) to the Corporation at the address for service designated by the Corporation to the Manager for such purpose (and in the absence of such designation shall be the address for service of the Corporation under the Act) and to the Manager at 2645 Skymark Avenue, Suite 101, Mississauga, Ontario L4W 4H2, and any such notice shall be conclusively deemed to have been given and received at the time of its personal delivery by one party to an officer or Director of the other, or in the event of service by mail, on the third business day after the day of such mailing, provided that if normal mail service is disrupted by reason of strikes, walkouts, slowdowns or other irregularities, then so long as such disruptions exist, any notice required or permitted to be given hereunder shall be delivered personally or otherwise shall be deemed to be ineffective for all purposes hereof. Either party may by notice in writing to the other designate another address to which notices mailed more than ten (10) days after the giving of such notice of change of address shall be addressed.

## **ARTICLE 18**

### **PARTIAL INVALIDITY, STATUTES AND GOVERNING LAW**

18.1 If any portion of this Agreement shall be for any reason declared invalid or unenforceable, the validity of any of the remaining portions of this Agreement shall not be thereby affected, and such remaining portions shall remain in full force and effect as if this Agreement had been executed with such invalid portion eliminated.

18.2 Any reference in this Agreement to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and in force from time to time, and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto.

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

**ARTICLE 19**  
**SUCCESSORS AND ASSIGNS**

19.1 This Agreement shall enure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.



**IN WITNESS WHEREOF**, the parties hereto have hereunto affixed their respective corporate seals, attested by the hands of their respective Officers duly authorized in that behalf, as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**► STANDARD CONDOMINIUM CORPORATION  
NO. ►**

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

Name: ►

Title: ►

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

Name: ►

Title: ►

*We have authority to bind the Corporation*

**FIRSTSERVICE RESIDENTIAL ONTARIO**

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

Name: Mark Hopkins c/s

Title: President

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

Name: Roy Almeida c/s

Title: Senior Vice President, Finance

*We have authority to bind the Corporation*

## SCHEDULE A – Additional Costs regarding Additional Services

<b><u>Additional Services:</u></b>	<b><u>Additional Costs (in dollars, exclusive of HST and any other applicable taxes)</u></b>
<b><u>INFORMATION CERTIFICATES (PER CERTIFICATE):</u></b>	
Periodic Information Certificate	\$225.00
Information Certificate Update	\$150.00
New Owner Information Certificate	\$40.00
<b><u>ANNUAL RETURN FILING:</u></b>	
Annual Return (Annually)	\$150.00
<b><u>RETURNS (PER RETURN):</u></b>	
Notice of Change	\$150.00
Initial Return (Due 90 days after Registration)	\$150.00
Turnover Return (Due within 90 days of Turnover Meeting)	\$150.00
<b><u>CMSA CHARGES:</u></b>	
Licensing Fee (Monthly)	\$_____
<b><u>RECORDS REQUESTS CHARGES (PER HOUR)</u></b>	
Clerical Level work to prepare non-core records in response to a request under s. 55 of the Act (including without limitation where applicable, retrieving, compiling, redacting, copying) This fee does not include the paper and mailing costs.	\$45.00
Senior Management Level work to aid in the preparation of non-core records in response to a request under s. 55 of the Act (including without limitation where applicable consulting, obtaining instructions from board and liaising with Corporation solicitor.)	Variable, at least 25% more than clerical staff. Rate to be approved by Board in advance in each case.
<b><u>STORAGE CHARGES (MONTHLY)</u></b>	
Records, where applicable.	\$30.00
<b><u>BOARD AND OWNERS' MEETING CHARGES (PER MEETING)</u></b>	
Additional Board meetings or Owners' meetings over and above the allowance in this Agreement (per meeting, maximum duration two (2) hours.)	\$200.00
Attendance by any Director-level employees of the Manager at additional meetings, for only those following outside of the normal scope of work and	\$200.00

coming at the special request of the Corporation or the Board.	
<b><u>START UP CHARGES</u></b>	
<b>Start up Fee (PER UNIT)</b> A one-time fee, to cover the administrative costs associated with setting up records and documents for new Condominium Communities or transitioning Condominium Corporations records and documents from the previous Property Management company.	\$12.00
<b><u>ADMINISTRATIVE CHARGES</u></b>	
<b>Printing Charges (PER SHEET)</b> Black and White Printing Colour Printing	\$0.20 \$0.75
<b>Envelope/Postage Charges (PER ENVELOPE)</b> Envelopes (Small) Envelopes (Large) Postage - Local (Up to 30g) Postage - Local (30g - 50g) Postage - Local (Oversized) Postage - U.S.A. (Up to 30g) Postage - U.S.A. (Oversized) Postage - Overseas (Up to 30g) Postage - Overseas (Oversized)	\$0.50 \$0.80 \$0.87 \$1.23 \$1.85 \$1.23 \$2.87 \$2.52 \$5.95
<b>Miscellaneous</b> Suite Entry Pads (Per Item)	\$3.00
<b>Electronic Services</b> Digital Signature (Per Document) Digital Service (Per Unit)	\$10.00 \$1.50
<b><u>ENERGY CHARGES (ANNUALLY)</u></b>	
Energy and Water Reporting and Benchmarking (EWRB)	\$500.00

## **SCHEDULE B – Board Resolution**

### **RESOLUTION OF THE BOARD OF DIRECTORS**

#### **► CONDOMINIUM CORPORATION No. ► (the "Corporation")**

#### **RE: ELECTRONIC COMMUNICATIONS, STATUS CERTIFICATES, COMMON EXPENSE COLLECTION**

**WHEREAS** pursuant to Section 47(6)(a) of the *Condominium Act, 1998*, (the "**Act**") and Section 12.7 of *Ontario Regulation 48/01*, the Board of Directors of the Corporation (the "**Board**") has the authority to set out the method(s) of electronic communication that the Board has authorized for use for the purposes of the Act and the Regulations;

#### **NOW THEREFORE BE IT RESOLVED THAT:**

##### **A. RE: Electronic Communications**

1. The Board hereby approves electronic mail (email) as the method of electronic communication that the Corporation is authorized to use for the purposes of the Act and Regulations.
2. For the purposes of the Act and Regulations, the Board hereby approves the use of the Ministry of Government and Consumer Services form of Agreement to Receive Notices Electronically, or such other form as may be approved by the Board from time to time.
3. The property manager, or such director(s) as the Board may decide from time to time, is authorized to execute any Agreements to Receive Notices Electronically or other form of agreement as approved by the Board from time to time, and any related documentation, in order to effect the enactment of such agreements to electronic delivery pursuant to Section 47 of the Act.

##### **B. RE: Status Certificates, Common Expense Collection**

4. From time to time and until otherwise instructed by this Corporation, FirstService Residential Ontario shall be and is hereby authorized to execute the following instruments in accordance with the applicable By-Laws of the Corporation:
  - (i) Status Certificates pursuant to Section 76 of the Act;
  - (ii) Notices of Lien, Certificates of Lien and Discharges of Lien pursuant to Section 85 of the Act.

The undersigned directors hereby certify that the foregoing resolution was passed by the Directors of the Corporation at a meeting of the Board duly called and held on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**DATED** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

► **CONDOMINIUM CORPORATION NO.** ►

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

Name:

Title:

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

Name:

Title:

*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*)

Toronto Standard Condominium Corporation No. ● (known as the “**Corporation**”) certifies that:

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

DATED this ● day of ●, 20●.

**TORONTO STANDARD CONDOMINIUM  
CORPORATION NO. ●**

Per: \_\_\_\_\_  
Name: ●  
Title: ●

Per: \_\_\_\_\_  
Name: ●  
Title: ●

We have the authority to bind the Corporation.

## SCHEDULE "A"

### TORONTO STANDARD CONDOMINIUM CORPORATION NO. ●

#### BY-LAW NO. 1

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

#### ARTICLE I - DEFINITIONS

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

#### ARTICLE II - SEAL

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

#### ARTICLE III - RECORDS

- 3.1 The Corporation shall keep and maintain all records required by section 55 of the Act, including the following records (hereinafter called the "**Records**"):
- (a) the financial records of the Corporation for at least seven (7) 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 Corporation's board of directors (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 of the Act to amend the Declaration, if applicable;
  - (e) the seal of the Corporation;
  - (f) copies of all agreements entered into by the Corporation or by the Declarant or the Declarant's representatives on behalf of the Corporation, including all management contracts, deeds, leases, licences, easements and any agreements entered into pursuant to section 98 of the Act;
  - (g) copies of all policies of insurance and the related certificates or memoranda of insurance and all insurance trust agreements;
  - (h) bills of sale or transfers for all items that are assets of the Corporation but not part of the property;
  - (i) the names and addresses for service of each owner and mortgagee that the Corporation receives, in writing, from owners and mortgagees in accordance with subsection 46.1 of the Act;
  - (j) all written notices received by the Corporation from owners that their respective units have been leased together with the lessee's name, the owner's address, a copy of the lease or renewal or a summary of same, pursuant to subsection 83(1) of the Act;
  - (k) all written notices received by the Corporation from owners that a lease of the owner's unit has terminated and has not been renewed pursuant to subsection 83(2) of the Act;
  - (l) all records that the Corporation has related to the units or to employees of the Corporation;
  - (m) all existing warranties and guarantees for all equipment, fixtures and chattels included in the sale of either the units or common elements that are not protected by warranties and guarantees given directly to a unit purchaser;

- (n) the as-built architectural, structural, engineering, mechanical, electrical and plumbing plans;
- (o) the as-built specifications indicating all substantive changes, if any, from the original specifications;
- (p) all existing plans for underground site services, site grading, drainage and landscaping, and television, radio or other communication services;
- (q) all other existing plans and information that are relevant to the repair or maintenance of the property;
- (r) if the property of the Corporation is subject to the *Ontario New Home Warranties Plan Act* (or applicable replacement legislation) an executed copy of Form 3 prescribed by section 37 of Ontario Regulation 49/01 (or applicable replacement legislation) and a copy of all final reports on inspections that the Tarion Warranty Corporation (or other applicable warranty provider) requires to be carried out on the common elements;
- (s) a table that the Declarant has delivered pursuant to clause 43(5)(g) of the Act setting out the responsibilities for repair after damage and maintenance, and indicating whether the Corporation or the owners are responsible;
- (t) if applicable, a copy of the schedule that the Declarant has delivered pursuant to clause 43(5)(h) of the Act, setting out what constitutes a standard unit for each class of unit that the Declarant specifies, for the purpose of determining the responsibility for repairing improvements after damage and insuring them;
- (u) all reserve fund studies and all plans to increase the reserve fund;
- (v) a copy of the most current disclosure statement delivered by the Declarant to a purchaser prior the turnover meeting;
- (w) a copy of the written technical audit report received by the Corporation;
- (x) a copy of any order appointing an inspector or administrator, if applicable, pursuant to section 130 or 131 of the Act, together with any report that the Corporation receives from an inspector in accordance with subsection 130(4) of the Act;
- (y) a copy of all status certificates issued within the previous seven (7) years;
- (z) a copy of all notices of meetings sent by or on behalf of the Corporation within the previous seven (7) years;
- (aa) all proxies, for not more than ninety (90) days from the date of the meeting at which the proxies were utilized;
- (bb) a copy of all notices of lien issued by the Corporation to delinquent owners pursuant to subsection 85(4) of the Act, in respect of which the corresponding certificates of lien have not been discharged or vacated by court order;
- (cc) all records relating to actual or pending litigation (or insurance investigations) involving the Corporation [as contemplated in clause 55(4)(b) of the Act], together with copies of all outstanding judgements against the Corporation [as contemplated in clause 76(1)(h) of the Act];
- (dd) a copy of the budget of the Corporation for the current fiscal year, together with the last annual audited financial statements and auditor's report on such statements;
- (ee) a copy of all minutes of settlement and/or written decisions made by any mediator or arbitrator appointed pursuant to section 132 of the Act, regarding any issue(s) in dispute involving the Corporation (or to which the Corporation is a party), together with copies of all court orders issued in those circumstances where the Corporation was a party to the proceeding or otherwise directly affected thereby;
- (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 requester's response, sent to the owners under section 26.3 of the Act or was required by that section to send 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; and
- (jj) all other records as may be prescribed or specified in any other by-laws of the Corporation, together with copies of all other materials received by the Corporation that the regulations to the Act may hereafter require the Declarant to deliver on or shortly after the turnover meeting [as contemplated in clause 43(5)(m) of the Act].

3.2 Subject to the Act, the following Records constitute the core records of the Corporation:

- (a) the Declaration, by-laws, and rules of the Corporation;
- (b) any shared facilities agreement(s) entered into by or on behalf of the Corporation;
- (c) the budget for the Corporation's current fiscal year and all amendments, if any, made to that budget;
- (d) the most recent financial statements that the board has approved under subsection 66(3) of the Act;
- (e) the most recent auditor's report presented to the audit committee or to the board under subsection 67(6) of the Act;
- (f) the current plan proposed by the board under subsection 94(8) of the Act for future funding of the reserve fund;
- (g) the owners' names and identification of the units, and the owners' addresses for service if the addresses for service are in Ontario, if the owners give notice to the Corporation in writing with such information;
- (h) the names of the mortgagees, identification of the units, and the mortgagees' addresses for service, if: (i) the mortgagee gives notice to the Corporation in writing, setting out the mortgagee's names and, in accordance with the Act, identifies the unit that is the subject of the mortgage; (ii) under the terms of the mortgage, the mortgagee has 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, and the mortgagee notifies the Corporation of such right, including any change in the address for service; and (iii) the mortgagee's addresses for service is in Ontario;
- (i) the names of all owners or mortgagees who have agreed in writing to a method of electronic communication and a statement of that method;
- (j) a record of all written notices from an owner that a unit is leased, together with the lessee's name, the owner's address and a copy of the lease or renewal or summary of it, in the form prescribed by the Minister;
- (k) a record of all written notices from an owner that a lease of a unit is terminated and not renewed;
- (l) all periodic information certificates that the Corporation, within the twelve (12) month period before receiving the request for records or a requester's response, sent to the owners under section 26.3 of the Act or was required by that section to send to the owners; and
- (m) the minutes of owners or meetings of the Board within the twelve (12) month period before the Corporation receives a request for records or a requester's response.

#### **ARTICLE IV - THE CORPORATION**

##### **4.1 Duties of the Corporation**

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

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

- (d) the obtaining and maintaining of insurance for the property as may be required by the Act, the Declaration, the By-laws or any agreement to which the Corporation is a party from time to time;
- (e) the retention of legal counsel to prepare, register and discharge, following payment, certificates of lien for arrears of payment of common expenses;
- (f) the preparation and delivery of status certificates as required by the Act;
- (g) the preparation of a yearly budget;
- (h) the supervision of all public or private service companies which enter upon the common elements for the purpose of supplying, installing, replacing and servicing their systems;
- (i) the obtaining and maintaining of fidelity bonds for any person dealing with Corporation monies and in such amounts as the Board may deem reasonable;
- (j) the purchase and maintenance of insurance for the benefit of all directors and officers in respect of anything done or permitted to be done by them in respect of the execution of the duties of their offices except insurance against a liability, cost, charge or expense of any of such directors or officers incurred as a result of a contravention of any of the duties imposed upon him or her pursuant to the Act;
- (k) the employment and dismissal of personnel necessary for the maintenance and operation of the common elements, assets and portions of units that the Corporation is obligated to maintain (if applicable);
- (l) the preparation and maintenance of the records to be kept by the Corporation in accordance with Article III hereof;
- (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 information certificates to be sent to owners in accordance with section 26.3 of the Act, unless exempted pursuant to the Act;
- (o) the payment of all fees and assessments levied from time to time by the Condominium Authority from time to time 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 and in accordance with the prescribed timelines set out 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, as well as compliance with the Corporation's obligations pursuant to any shared facilities agreement, reciprocal agreement, or any similar agreement(s) to which the Corporation is a party to from time to time;
- (r) compliance with any procurement process prescribed by the Act prior to entering into a prescribed contract or transactions, if applicable;
- (s) compliance with all pre-existing or future agreements entered into by or on behalf of the Corporation including, without limitation any Bulk Internet Service Agreement or similar telecommunications agreement(s) to which the Corporation is a party to from time to time, any site plan agreement, section 37 agreement, crane swing agreement, tieback agreement, limiting distance agreement, and agreement granting the declarant a license to enter upon the common elements for the purpose of fulfilling its obligations with respect to any site plan agreement or any mutual use agreement, joint by-law or joint rule; and
- (t) the establishing and maintaining of adequate reserve funds for the major repair or replacement of the common elements and of the assets of the Corporation in accordance with the Act.

#### 4.2 Powers of the Corporation

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

- (a) the employment and dismissal of personnel necessary for the maintenance and operation of the common elements;
- (b) the investment of reserve monies held by the Corporation in accordance with the Act;

- (c) the settling, adjusting or referring to mediation and/or arbitration of any claim or claims which may be made upon or which may be asserted on behalf of the Corporation;
- (d) entering into the following agreements as required from time to time:
  - (i) a management agreement with an individual or corporation to manage the affairs and assets of the corporation at such compensation and upon such terms as the Board may determine in its sole discretion;
  - (ii) an insurance trust agreement with an insurance trustee as permitted by the Act at such compensation and upon such terms as the Board may determine in its sole discretion;
  - (iii) an agreement required by the supplier of any utility or service to the Corporation upon such terms as the Board may determine in its sole discretion;
  - (iv) entering into (or assuming, as the case may be) any shared facilities agreement, reciprocal agreement, mutual use agreement, or any similar agreement(s) with one or more adjacent property owner(s) or operators, as the case may be, including any amendments, revisions, restatements, or replacement of such agreements as the Board may approve from time to time; and
  - (v) any other agreements which may be permitted by the Act and the Declaration and which are deemed advisable, desirable or necessary by the Board;
- (e) the authority to object to assessments under the *Assessment Act* on behalf of owners if it gives notice of the objections to the owners and to authorize the defraying of costs of objections out of the common expenses;
- (f) the borrowing of such amounts in any fiscal year as the Board determines are necessary or desirable in order to protect, maintain, preserve or ensure the due and continued operation of the property in accordance with the Act, Declaration and by-laws of the Corporation and the securing of any loan of any amount by mortgage, pledge or charge of any asset (other than the reserve fund) of the Corporation, subject in each case to approval of each such borrowing, loan or security by a majority vote of the owners at a meeting duly called for that purpose or as required by the Act, provided however, the Board may maintain overdraft protection, in its general account, in an amount not exceeding one-twelfth (1/12) of the Corporation's current budget without requiring the approval of the Owners;
- (g) leasing any part of the non-exclusive use common elements (including, without limitation, bicycle racks or bicycle storage devices) or granting or transferring any easement, right-of-way or license over, upon, under or through (or otherwise affecting) any part or parts of the common elements, and/or releasing and abandoning any appurtenant easement(s) or right(s)-of-way heretofore or hereafter granted to (or created in favour of) the Corporation, in respect of any servient tenement burdened or encumbered thereby, on the express understanding that to the extent that subsection 21(1) of the Act requires a by-law to authorize such a lease, licence, easement or right of way, or such a release and abandonment of easement, then this by-law shall accordingly be deemed and construed for all such purposes to be (and constitute) the by-law providing the Board with the requisite authority to enter into any such lease, licence, easement or right of way, or any such release and abandonment of easement, and any such lease, license, 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;
- (h) 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 the 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 interests of the owners from time to time;
- (i) the entering into (or assignment, as the case may be) of any sub-metering services agreement(s), upon such provisions and conditions as the Board may determine to be in the best interests of the owners from time to time, as well as any amendments, revisions, restatements, and/or replacements to such agreement(s) as the Board may approve from time to time;
- (j) 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 of the Corporation;

- (k) 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's or resident's volunteer contribution to the Corporation, provided such costs for the foregoing are reasonable;
- (l) commencing, responding to, settling, adjusting or referring to the Condominium Authority Tribunal, mediation and/or arbitration or litigation any disputes and/or claims which may be made upon or which may be asserted on behalf of the Corporation; and
- (m) 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 paragraph 4.2 of this by-law to such extent and in such manner as the directors shall determine at the time of such delegation.

## **ARTICLE V - MEETINGS OF OWNERS**

### **5.1 Annual Meeting:**

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

### **5.2 The First Annual General Meeting:**

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

### **5.3 Special Meetings:**

The Board shall, upon receipt of a requisition in the form prescribed by the Act that meets the requirements set out in the Act, call and hold a meeting of the owners within the prescribed time period set out in the Act or if the requisitionists so 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.

### **5.4 Notices:**

At least twenty (20) days before the Board sends out a notice of each meeting of the owners, the Board shall send a preliminary notice to the owners and mortgagees that appear on the record at least five (5) days before the day the preliminary notice is given and the preliminary notice must be prepared in accordance with the requirements of the Act.

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

### **5.5 Reports:**

A copy of the financial statement and a copy of the auditor's report as well as other material required by the Act, shall be attached or included in the notice of the annual general meeting of Owners.

5.6 Persons Entitled to Be Present:

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

5.7 Quorum:

At any meeting of owners, a quorum shall be constituted when persons entitled to vote and owning not less than twenty-five (25%) percent of the units are present in person or represented by proxy. 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 percent (15%) 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 minutes after the time appointed for the holding of any meeting of owners, a quorum is not present, the meeting shall stand adjourned and if the meeting was an annual general meeting, the Board shall call a further meeting of the owners in accordance with the Act.

5.8 Right to Vote:

Subject to the restrictions in paragraphs 5.12 and 5.14 of this Article V, every owner of a unit that has the right to vote in accordance with the Act shall be entitled to vote who is entered on the Record as an owner or has given notice to the Corporation, in a form satisfactory to the Chairperson of the meeting that he/she is an owner. If a unit has been mortgaged, and the person who mortgaged such unit (or his/her proxy) has expressly authorized or empowered the mortgagee to vote and exercise the right of the owner to vote in respect of such unit and such mortgagee has, at least four (4) days before the date specified in the notice of meeting, notified the owner and the Corporation of his/her intention to exercise such right, such mortgagee shall be entitled to vote upon filing with the Secretary of the meeting sufficient proof of same. Any dispute over the right to vote shall be resolved by the chairperson of the meeting upon such evidence as the chairperson may deem sufficient. Each owner or mortgagee shall be entitled to only one (1) vote per unit.

5.9 Conduct of Meetings:

At any meeting of owners, the president of the Corporation (or to whomever the president may delegate the responsibility) or failing him/her, the vice-president, or failing him/her, some other person appointed by the Board or failing such appointment, such other person elected at the meeting shall act as chairperson of the meeting and the secretary of the Corporation shall act as secretary of the meeting or, failing him/her, the chairperson shall appoint a secretary.

5.10 Method of Voting:

- (a) Unless otherwise provided in the Act, and subject to the provisions of paragraph 5.17 of this By-law, all questions proposed for consideration of the owners at a meeting of owners shall be determined by a majority of the votes cast by owners at the meeting and a vote may be cast by a show of hands, personally or by proxy, or a recorded vote that is marked on a ballot cast personally or by a proxy, marked on an instrument appointing a proxy or indicated by telephonic or electronic means.
- (b) A vote for the election of directors shall only be by ballot, proxy or indicated by telephonic or electronic means, pursuant to paragraph 5.17 of this By-law.
- (c) In the event election of the position on the Board reserved for voting by non-leased voting units (or owner-occupied units, as applicable) is required, only those owners of non-leased voting units (or owner-occupied units, as applicable) shall be entitled to nominate and elect a person to fill such position.
- (d) Anyone, who has a right to vote, may demand a vote by ballot and upon such demand the vote shall be a ballot vote unless the demand is withdrawn before the ballots are distributed.
- (e) All voting by owners shall be on the basis of and in accordance with the Act.
- (f) All ballots including the ballot portion of a proxy shall be confidential.
- (g) When all ballots, proxies and votes cast electronically, have been deposited, the scrutineers shall then tabulate the votes for and against the matter being voted upon.

5.11 Representatives:

An estate trustee, committee of a mentally incompetent person, or the guardian or trustee of an owner or mortgagee (and where a corporation acts in such capacity any person duly appointed a proxy for such corporation) upon filing with the Secretary sufficient proof of his/her appointment, shall represent the owner or mortgagee at all meetings of the owners, and may vote in the same manner and to the same extent as such owner or mortgagee. If there be more than one estate trustee, committee, guardian or trustee, the provisions of paragraph 5.12 of this Article V shall apply.

5.12 Co-Owners:

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

5.13 Votes to Govern:

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

5.14 Entitlement to Vote:

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

5.15 Proxies:

Every owner or mortgagee entitled to vote at any meeting of the owners may, by instrument in writing, appoint a proxy, who need not be an owner or mortgagee, to attend and act at the meeting, in the same manner, to the same extent and with the same power, as if the owner or mortgagee were present at the meeting. The instrument appointing a proxy shall be in the prescribed form in accordance with the Act. The instrument appointing a proxy shall be deposited with the secretary of the meeting before any vote. The proxy instrument may be designated by the secretary of the meeting for use as a voting ballot in lieu of any substitute voting ballot. Proxies shall be held in safekeeping by the registrar until delivered to the scrutineers for tabulation. 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 proxy 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.

5.16 Attending Owners Meetings by Telephonic or Electronic Means

Subject to the provisions of the Act, the Corporation may, by resolution of the Board, where the Board deems it appropriate in its sole and absolute discretion, permit for an owners meeting to be held or convened by way of telephonic or other form of electronic communication system that allows owners to participate concurrently and to communicate with each other simultaneously and instantaneously, and in such instance the following shall apply:

- (a) the notice of meeting shall contain all necessary information and instructions that are required for an owner to participate in the meeting by way of telephonic or other form of electronic communication system, as the case may be;
- (b) the Corporation shall provide for a voting mechanism that complies with the requirements of paragraph 5.10 and 5.17 of this By-law, save and except that an owner participating by telephonic means may, if provided for in the Board resolution that approves such meeting, be permitted to vote on matters other than the election or removal of directors by roll call (a voice vote) with such owner voting yea, nay or abstaining on the matter being voted upon;
- (c) the Board may, in the resolution authorizing such meeting, establish reasonable rules to assist with conducting business at such meeting, including, without limitation, reasonable rules relating to the verification of the identity of an owner participating in a meeting by way of telephonic or other form of electronic communication system, as the case may be; and

- (d) an owner so participating in any such meeting held or convened by such means shall be deemed (for the purposes of the Act and this by-law) to be present at such meeting.

#### 5.17 Electronic Voting By Unit Owners

Pursuant to Section 52(1)(b)(iii) of the Act, which authorizes voting at meetings of Owners by a recorded vote that is indicated by telephonic or electronic means if the by-laws of a condominium corporation so permit, and whereas the Act defines “telephonic or electronic means” as any means that uses the telephone or any other electronic or other technological means to transmit information or data, including telephone calls, fax, e-mail, automated touch-tone telephone system, computer or computer networks, and further to Section 56(1)(c.1) of the Act which provides that the Board may authorize, by by-law, the methods permitted for holding a recorded vote, the Board and the Corporation hereby enact the following provisions to govern electronic voting by Owners pursuant to the aforementioned provisions of the Act:

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

#### 5.18 Minutes:

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

- (a) the date, time and place of the meeting;
- (b) those present in person and by proxy at the meeting;
- (c) the identity and method of appointment of the Chair and the Secretary of the meeting;
- (d) confirmation of the due calling of the meeting;

- (e) confirmation of a quorum;
- (f) the disposition of each agenda item, including a record of the mover, seconder (where necessary) and disposition of every motion made and vote held pursuant to the agenda;
- (g) a record of the mover, seconder (where necessary) and disposition of every other motion made at the meeting;
- (h) a record (by brief description only) of any matter raised or discussed in addition to agenda items;
- (i) adjournment of the meeting; and
- (j) certification of the Secretary and Chair of the meeting.

## **ARTICLE VI - BOARD OF DIRECTORS**

### **6.1 The Corporation:**

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

### **6.2 Number of Directors and Quorum:**

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

### **6.3 Qualifications:**

Each director shall be 18 or more years of age and must comply with the disclosure obligations within the prescribed time in accordance with the Act, as set out in paragraph 6.4 herein. No undischarged, bankrupt or any person that is incapable of managing property within the meaning of the *Substitute Decisions Act, 1992* shall be a director.

A director immediately ceases to be a director if: (a) a certificate of lien has been registered against a unit owned by the director and the director does not obtain a discharge of the lien within ninety (90) days of the registration of the lien; or (b) the director becomes a bankrupt or incapable of managing property within the meaning of the *Substitute Decisions Act, 1992*; or (c) the director 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.

### **6.4 Disclosure Obligations:**

The following statements, which shall be current as of the time such statements are provided, shall be provided as set out in paragraph 6.5 and by those persons described therein:

- (a) if the person is a party to any legal action to which the corporation is a party, a statement of that fact and a brief general description of the action;
- (b) if the spouse, child or parent of the person, or the child or parent of the spouse of the person, is a party to any legal action to which the corporation is a party, a statement of that fact, the name of the spouse, child or parent and a brief general description of the action;
- (c) if an occupier of a unit that the person or the person's spouse owns or that the person occupies with the occupier is a party to any legal action to which the corporation is a party, a statement of that fact, the name of the occupier and a brief general description of the action;
- (d) if the person has been convicted of an offence under the Act within the preceding ten (10) years, a statement of that fact and a brief general description of the offence;
- (e) if the person has, directly or indirectly, a material interest in a contract or transaction to which the corporation is a party, in a capacity other than as a purchaser, mortgagee, owner or occupier of a unit, a statement of that fact and a statement of the nature and extent of the interest;
- (f) if the person has, directly or indirectly, a material interest in a contract or transaction to which the declarant or declarant affiliate is a party, in a capacity other than as a purchaser, mortgagee, owner or occupier of a unit, a statement of that fact and a statement of the nature and extent of the interest;



- (g) if the person is an owner in the Corporation and if the contributions to the common expenses payable for the person's unit are in arrears for sixty (60) days or more, a statement of that fact;
- (h) if the person is not an owner of a unit in the Corporation, a statement of that fact; and
- (i) if the person is not an occupier of a unit in the Corporation, a statement of that fact.

#### 6.5 Timing of Disclosure:

The statements described in paragraph 6.4 shall be provided by the person listed below and as set out below:

- (a) if the person provides notice to the Board of its intention to be a candidate in the election by the date specified in the preliminary notice, at the time of providing such notice;
- (b) if the person does not provide notice to the Board of its intention to be a candidate in the election by the date specified in the preliminary notice but is a candidate in the election of one or more directors at a meeting, at the meeting;
- (c) if the person is appointed to the Board, at any time before being appointed;
- (d) if the person is a director:
  - (i) the statements described in paragraphs 6.4(b), 6.4(c), 6.4(d), and 6.4(e) shall be required, unless the director has already provided such statements in accordance with the Act; and
  - (ii) the statement described in paragraph 6.4(f) shall be required;
  - (iii) the statements described in paragraphs 6.4(a), 6.4(g), 6.4(h), and 6.4(i) shall not be required; and
- (e) as otherwise prescribed by the Act.

#### 6.6 Consent:

No election or appointment of a person as a director shall be effective unless:

- (a) he/she consents in writing to act as a director before his/her election or appointment or within ten (10) days thereafter; or
- (b) he/she was present at the meeting when he/she was elected or appointed and did not refuse at that meeting to act as a director.

#### 6.7 Election and Term:

- (a) The directors of the Corporation shall be elected in rotation and shall be eligible for re-election. At the turnover meeting held pursuant to section 43 of the Act, one (1) director shall be elected to hold office for a term of one (1) year; one (1) director shall be elected to hold office for a term of two (2) years; and one (1) director shall be elected to hold office for a term of three (3) years. Such directors may, however, continue to act until their successors are elected. If more than one (1) of such directors whose terms are not of equal duration shall resign from the Board prior to the expiration of their respective terms, and shall be replaced at a meeting of owners called for that purpose, the director or directors receiving the greater number of votes shall complete the longest remaining terms of the resigning directors. At each annual meeting thereafter a number of directors equal to the number of directors retiring in such year shall be elected for a term of three (3) years.
- (b) If, pursuant to the provisions of the Act, an election of the position on the board reserved for voting by non-leased units (or owner-occupied units, as applicable) is required, only those owners of non-leased voting units (or owner-occupied units, as applicable) shall be entitled to nominate and elect a person to fill such position. If the foregoing applies, the position on the Board to be elected by owners of non-leased voting units (or owner-occupied units, as applicable) shall be the director elected for the one (1) year term and thereafter when that position becomes vacant (either because of resignation or the term has expired) the director for that position shall be voted upon only by the owners of non-leased voting units (or owner-occupied units, as applicable).

#### 6.8 Filling of Vacancies and Removal of Directors:

- (a) If a vacancy in the membership of the Board occurs, other than by way of removal by the owners or as a result of the number of directors being increased, subject to subparagraph (c) of this paragraph 6.8, the majority of the remaining members of the Board may appoint

any person qualified to be a member of the Board to fill the vacancy until the next annual meeting at which time the vacancy shall be filled by election of the owners.

- (b) Where the number of directors is increased, the vacancies resulting from such increase shall be filled only by election at such meeting of the owners and the director(s) so elected shall not act until the by-law increasing the number of directors is registered.
- (c) When there is not a quorum of directors in office, the director(s) then in office shall forthwith call a meeting of owners to fill the vacancies and, in default or if there are no directors then in office, the meeting may be called by an owner.
- (d) Any director may be removed before the expiration of his term by a vote of owners who together own a majority of the units and the owners may elect, in accordance with the by-laws dealing with the election of directors, any person qualified to be a member of the Board for the remainder of the term of the director removed provided the director elected by owners of non-leased voting units may only be removed by a vote of the owners of non-leased voting units in accordance with the Act.

#### 6.9 Calling of Meetings:

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

#### 6.10 Regular Meetings:

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

#### 6.11 Teleconference:

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

#### 6.12 First Meeting of New Board:

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

#### 6.13 Conflict of Interest:

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

#### 6.14 Protection of Directors and Officers:

No director or officer of the Corporation shall be liable for the acts, neglect or default of any other director or officer or for any loss or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired by order of the Board for or on behalf of the Corporation, or for the insufficiency or deficiency of any security in or upon which any of the monies

of the Corporation shall be invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any of the monies, securities or effects of the Corporation shall be deposited or for any loss occasioned by an error of judgment or oversight on his part or for any other loss, damage or misfortune whatsoever which shall happen in the execution of the duties of his/her office or in relation thereto, unless the same shall happen through his/her own dishonest or fraudulent act or acts.

6.15 Indemnity of Directors and Officers:

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

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

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

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

6.16 Insurance:

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

6.17 Standard of Care:

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

6.18 Consent of Director at Meeting:

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

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

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

6.19 Deemed Consent of a Director:

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

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

## 6.20 Minutes:

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

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

## **ARTICLE VII - OFFICERS**

### 7.1 Elected President:

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

### 7.2 Other Elections and Appointments:

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

### 7.3 Term of Office:

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

### 7.4 President:

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

### 7.5 Vice-President:

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

### 7.6 General Manager:

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

### 7.7 Secretary:

The Secretary shall give or cause to be given all notices required to be given to the owners, directors, auditors, mortgagees and all other entitled thereto; he/she shall attend all meetings of

the directors and owners and shall enter or cause to be entered in records kept for that purpose minutes of all proceedings at such meetings; he/she shall be the custodian of all books, paper, records, documents and other instruments belonging to the Corporation, and he/she shall perform such other duties as may from time to time be prescribed by the Board.

7.8 Treasurer:

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

7.9 Other Officers:

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

7.10 Agents and Attorneys:

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

7.11 Committees:

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

7.12 Condominium Management:

Only a licensed condominium manager or licensed condominium management provider 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 supervision by 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 VIII - BANKING ARRANGEMENTS AND CONTRACTS**

8.1 Arrangements:

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

8.2 Execution of Instruments:

Subject to the provisions of the Act, and subject to the provisions of any other by-law(s) of the Corporation specifically designating the person or persons authorized to execute any type or class of documents on behalf of the Corporation, all deeds, transfers, assignments, contracts and

obligations on behalf of the Corporation may be signed by any two directors of the Corporation. Any contract or obligation within the scope of any management agreement entered into by the Corporation may be executed on behalf of the Corporation in accordance with the provisions of such management agreement. The manager of the Corporation, any two members of the Board, or the Corporation's solicitor, may execute a certificate of lien or discharge thereof. Subject to the provisions of the Act and the Declaration, but notwithstanding any provisions to the contrary contained herein or in any other by-laws of the Corporation, the Board may at any time (and from time to time) by resolution direct the manner in which, and the person or persons by whom, any particular deed, transfer, assignment, contract, cheque or obligation, or any class of deeds, transfers, assignments, contracts, cheques or obligations of the Corporation may or shall be signed.

### 8.3 No Seal:

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

### 8.4 Execution of Status Certificates, Certificates of Lien and Discharges of Liens, Information Certificates, Condominium Returns and Notices of Change:

Status certificates, certificates and discharges of lien, information certificates, condominium returns and notices of change as required by the Act may be signed by any officer or any 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 or documents may or shall be signed from time to time.

## **ARTICLE IX - FINANCIAL YEAR END**

### 9.1 Financial Year End:

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

## **ARTICLE X - NOTICE**

### 10.1 Method of Giving Notices

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

- (a) to an owner: [who has notified the Corporation in writing of his or her ownership interest in any unit, and of his or her name and address for service], by giving same to such owner (or to any director or officer of such owner, if the owner is a corporation) either:
  - (i) personally, by courier, or by ordinary mail, postage prepaid, addressed to such owner at the address for service given by such owner to the Corporation; or
  - (ii) by facsimile transmission, electronic mail, or by any other method of electronic communication (if the owner agrees in writing that the party giving the notice may do so in this manner and a statement of that method of giving notice appears in the record of the Corporation); or
  - (iii) delivered at the owner's unit or at the mail box for the owner's unit, unless:
    - (A) the party giving the notice has received a written request from the owner that the notice not be given in this manner, in accordance with the times set out in the Act; or
    - (B) the address for service that appears in the Records is not the address of the unit of the owner.
- (b) to a mortgagee [who has notified the Corporation in writing of his or her interest as mortgagee in any unit, and of his or her name and address for service, and of his or her

right under the terms of the mortgage to vote at a meeting of owners (or to consent in writing) in the place and stead of the mortgagor/ unit owner], by giving same to such mortgagee (or to any director or officer of such mortgagee, if the mortgagee is a corporation) either:

- (i) personally, by courier, or by ordinary mail, postage prepaid, addressed to such mortgagee at the address for service given by such mortgagee to the Corporation; or
  - (ii) by facsimile transmission, electronic mail, or by any other method of electronic communication (if the mortgagee agrees in writing that the party giving the notice may do so in this manner and a statement of that method of giving notice appears in the record of the Corporation).
- (c) to the Corporation by giving same personally to any director or officer of the Corporation, or by courier or by registered mail, postage prepaid, addressed to the Corporation at its address for service as set out in the Declaration, or as changed in accordance with the requirements of the Act;

#### 10.2 Receipt of Notice

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

#### 10.3 Omissions and Errors

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

### **ARTICLE XI - ASSESSMENT AND COLLECTION OF COMMON EXPENSES**

#### 11.1 Duties of the Board:

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

#### 11.2 Owner's Obligations:

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

#### 11.3 Extraordinary Expenditures:

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

#### 11.4 Default in Payment of Assessment:

- (a) Arrears of payments required to be made under the provisions of this article shall bear interest at a rate determined by the Board from time to time and in default of such determination shall bear interest at the rate of eighteen (18%) per cent per annum and shall be compounded monthly until paid.

- (b) In addition to any remedies or liens provided by the Act, if any owner is in default in payment of an assessment levied against him/her for a period of fifteen (15) days, the Board may retain a solicitor on behalf of the Corporation to enforce collection and there shall be added to any amount due all costs of such solicitor as between a solicitor and his/her own client and such costs may be collectible against the defaulting owner in the same manner as common expenses.
- (c) The Board when giving notice of default in payment of common expenses or any other default to the owner of the unit, shall concurrently send a copy of such notice to each mortgagee of such unit who has requested that such notices be sent to him/her.

## **ARTICLE XII - LIABILITY FOR COSTS**

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

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

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

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

### **12.2 Additional Rights of Corporation:**

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

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

### **12.3 Insurance Deductible:**

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

## **ARTICLE XIII - PROCEDURES FOR MEDIATING DISPUTES**

### **13.1 Mediation Procedures**

For the purposes of complying with sections 125 and 132 of the Act (if and where applicable), the procedure with respect to the mediation of disputes or disagreements between the Corporation and



any owner(s) shall be conducted in accordance with the rules of procedure for the conduct of mediation attached hereto as Appendix "A".

#### ARTICLE XIV - MISCELLANEOUS

14.1 Invalidity:

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

14.2 Gender:

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

14.3 Waiver:

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

14.4 Headings:

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

14.5 Alterations:

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

14.6 Conflicts:

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

**DATED** as of the • day of •.

#### TORONTO STANDARD CONDOMINIUM CORPORATION NO. •

Per: \_\_\_\_\_  
Name: •  
Title: •

Per: \_\_\_\_\_  
Name: •  
Title: •  
I/We have authority to bind the Corporation.

## **APPENDIX “A” TO BY-LAW #1**

### **ARTICLE 1 - PRE-MEDIATION PROCEEDINGS**

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

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

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

### **ARTICLE 2 - MEDIATION**

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

#### **Selection and Role of the Mediator:**

The party serving notice of mediation shall set forth in the notice to the other party the names, qualification and experience of two or more mediators from whom the other party may select one, or alternatively, may furnish to the first party its own list of two or more persons qualified to act as a mediator, and within 7 days thereafter, the parties shall communicate directly with one another to select a mediator. If the parties are unable to agree upon the selection of a mediator within 7 days, or within such longer period of time as may be agreeable to the parties, then the parties shall apply to the Ontario Court of Justice, whose decision in the appointment of a qualified mediator for this purpose shall be final and binding upon the parties.

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

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

#### **Party Confidentiality:**

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

#### **Pre-mediation information:**

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

#### **Authority to Settle:**

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

**Mediator Confidentiality:**

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

**Legal Representation:**

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

**Right to Withdraw:**

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

**Costs of the Mediation:**

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

**Notice and Report:**

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

**Settlement:**

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

*Condominium Act, 1998*

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

Toronto Standard Condominium Corporation No. \_\_\_\_ (known as the “**Corporation**”) certifies that:

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

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**TORONTO STANDARD CONDOMINIUM  
CORPORATION NO. \_\_\_\_\_**

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

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

I/We have the authority to bind the Corporation.

**SCHEDULE “A”**

**TORONTO STANDARD CONDOMINIUM CORPORATION NO. \_\_\_\_**  
**BY-LAW NO. 2**

**WHEREAS 2866193 Ontario Inc.** (the “**Declarant**”) entered into \_\_\_\_\_  
(collectively, the “**Agreements**”), which Agreements may be amended, supplemented or restated  
from time to time;

**AND WHEREAS** the Declarant transferred easements in favour of \_\_\_\_\_  
(collectively, the “**Easements**”);

**AND WHEREAS** Toronto Standard Condominium Plan No. \_\_\_\_ was registered as a  
condominium on \_\_\_\_\_ by Instrument Number \_\_\_\_\_ (the “**Condominium**”);

**AND WHEREAS** the Declarant has agreed to and shall assign and the Corporation has agreed  
to ratify, accede to and assume, each of the Agreements and Easements and all of the Declarant’s  
rights and obligations thereunder, pursuant to each of the Agreements and Easements and the  
Declaration for the Corporation.

**BE IT ENACTED** as a By-law of Toronto Standard Condominium Corporation No. \_\_\_\_ (the  
“**Corporation**”) as follows:

- 1. The Corporation shall assume the rights, obligations and liabilities in and under the  
Agreements and Easements and shall enter into an Assignment Agreement substantially  
in the form annexed hereto as Appendix “A” (the “**Assignment Agreement**”) to formally  
assume all such terms, provisions, benefits and obligations of the Declarant in the  
Agreements.
- 2. The Corporation does hereby confirm that all terms, provisions, covenants and conditions  
contained in the Agreements and Easements including all covenants and obligations  
assumed by the Corporation, are hereby authorized, ratified, sanctioned and confirmed.
- 3. The President or Vice-President be and is hereby authorized to execute on behalf of the  
Corporation, the Assignment Agreement together with all other documents as may be  
necessary to more effectively carry out the intent of this By-law.

The foregoing By-law is hereby enacted as By-law No. 2 of the Corporation.

**DATED** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**TORONTO STANDARD CONDOMINIUM  
CORPORATION NO. \_\_\_\_**

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

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

## APPENDIX "A"

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

B E T W E E N:

**2866193 ONTARIO INC.**  
(hereinafter called the "**Declarant**")

- and -

**TORONTO STANDARD CONDOMINIUM  
CORPORATION NO. \_\_\_\_\_**  
(hereinafter called the "**Condominium Corporation**")

**WHEREAS 2866193 Ontario Inc.** (the "**Declarant**") entered into \_\_\_\_\_  
(collectively, the "**Agreements**"), which Agreements may be amended, supplemented or restated  
from time to time;

**AND WHEREAS** the Declarant transferred easements in favour of \_\_\_\_\_  
(collectively, the "**Easements**");

**AND WHEREAS** Toronto Standard Condominium Plan No. \_\_\_\_\_ was registered as a  
condominium on \_\_\_\_\_ by Instrument Number \_\_\_\_\_ (the "**Condominium**");

**AND WHEREAS** the Declarant has agreed to and shall assign and the Corporation has agreed  
to ratify, accede to and assume, each of the Agreements and Easements and all of the Declarant's  
rights and obligations thereunder, pursuant to each of the Agreements and Easements and the  
Declaration for the Corporation.

**NOW THEREFORE WITNESSETH** that in consideration of the sum of \$2.00 of lawful money of  
Canada now paid by each of the parties hereto to the other, and for other good and valuable  
consideration (the receipt and sufficiency which is hereby expressly acknowledged), the parties  
agree as follows:

1. The Declarant hereby assigns and transfers to the Condominium Corporation, all of its  
rights and obligations under each of the Agreements and Easements from and after the  
date hereof. The Condominium Corporation hereby ratifies and accepts such assignment  
and accedes to and agrees to assume, all of the terms and provisions thereunder that are  
assigned herein and to assume, observe and perform, all of the obligations of the  
Declarant under each of the Agreements and Easements that are assigned herein (the  
"**Declarant Obligations**"). The Condominium Corporation agrees that it shall observe  
and perform the Declarant Obligations as if it were an original party to each of the  
Agreements and Easements in the place and stead of the Declarant.
2. The Condominium Corporation hereby ratifies, assumes, accedes to and confirms the  
Agreements and Easements and agrees to assume all ongoing rights, obligations,  
covenants and liabilities in and under the Agreements and Easements and agrees to  
observe, abide and be bound by the terms, provisions and conditions thereof, as if it had  
been an original party to each of the Agreements and Easements in the place and stead  
of the Declarant.
3. Notwithstanding the assignment and assumption herein, the Declarant shall retain all of  
the rights to any letters of credit, security and/or other monies posted pursuant to the  
Agreements with any governmental authority (the "**Security**") and all of the rights to the  
release of the Security back to the Declarant directly. In this regard, the Declarant shall  
have the right to access any part of the lands of the Corporation as required by the  
Declarant in order to complete any work in connection with the release of the Security.
4. The Condominium Corporation hereby releases and forever discharges the Declarant  
from any and all of its liabilities and/or obligations under or pursuant to each of the  
Agreements and Easements. The Condominium Corporation shall indemnify and save  
harmless the Declarant from any and all losses, costs and damages (including legal fees

and disbursements) which the Declarant may suffer or incur in connection with any non-observance by the Condominium Corporation of any of the provisions of this Agreement or each of the Agreements and Easements.

- 5. The Condominium Corporation hereby agrees to execute such further documents or assurances as the Declarant may hereafter require in order to give effect to the provisions and intent of this Agreement.

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

**DATED** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**2866193 ONTARIO INC.**

Per: \_\_\_\_\_  
Name:  
Title: Authorized Signing Officer

I have the authority to bind the Corporation.

**TORONTO STANDARD CONDOMINIUM CORPORATION NO. \_\_\_\_**

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

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

We have the authority to bind the Corporation.

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

Toronto Standard Condominium Corporation No. \_\_\_\_ (known as the "**Corporation**")  
certifies that:

1. The copy of By-law 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 the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**TORONTO STANDARD CONDOMINIUM  
CORPORATION NO. \_\_\_\_\_**

Per:

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

Title:

Per:

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

Title:

I/We have the authority to bind the Corporation.



SCHEDULE "A"

TORONTO STANDARD CONDOMINIUM CORPORATION NO. \_\_\_\_\_  
BY-LAW NO. 3

**BE IT ENACTED** as a By-law of Toronto Standard Condominium Corporation No. \_\_\_\_\_  
(hereinafter referred to as the “**Corporation**”) as follows:

The directors of the Corporation shall cause the Corporation to enter into an agreement with **2866193 Ontario Inc.** (the “**Declarant**”) in the form attached hereto as Schedule A (the “**Agreement**”) that shall provide that, effective as of \_\_\_\_\_, being the registration date of the Corporation:

- (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* and by Tarion Warranty Corporation;
- (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 Corporation, the condominium property and the building thereon shall be through the process established for and administered by Tarion Warranty Corporation;
- (c) the Corporation, together with the Declarant, shall appoint and constitute Tarion Warranty Corporation as the sole and final arbiter of all such matters;
- (d) the Corporation shall indemnify and save the Declarant harmless from all actions, causes of actions, claims and demands for damages or loss which are brought by the Corporation in contravention of the said Agreement, including without limitation, any claim against any third party that has the right of contribution or indemnity against the Declarant;
- (e) the Agreement shall neither be terminated nor terminable by the Corporation following the turnover meeting; and
- (f) the Agreement shall enure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

The foregoing By-law No. 3 is hereby enacted and passed by the directors of the Corporation, who have duly approved and confirmed without variation the provisions herein as evidenced by all of the respective signatures hereto of all the directors.

**DATED** this            day of            , 20\_\_.

\_\_\_\_\_  
Director -

\_\_\_\_\_  
Director -

\_\_\_\_\_  
Director -

The foregoing By-law No. 3 is hereby approved and confirmed by the sole Owner of the Units as evidenced by the signature of its duly authorized officer in that behalf.

**DATED** this            day of            , 20\_\_.

**2866193 ONTARIO INC.**

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

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

I/We have authority to bind the corporation

**SCHEDULE "A"**

**THIS AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**B E T W E E N:**

**TORONTO STANDARD CONDOMINIUM CORPORATION NO. \_\_\_\_\_**  
(the "**Corporation**")

OF THE FIRST PART

- and -

**2866193 ONTARIO INC.**  
(the "**Declarant**")

OF THE SECOND PART

**WHEREAS** the Declarant has created a Corporation pursuant to the *Condominium Act, 1998* (the "**Condominium Act**") by the registration of a Declaration and a Description in the Land Registry Office for the Land Titles Division of Toronto (No. 80), relating to the land and any interest appurtenant to the land described in the Description located at 242 Finch Avenue West, Toronto, 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 Corporation, the Property and the building thereon in accordance with the terms and conditions of this Agreement;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the premises and the mutual covenants and agreements herein contained and other valuable consideration, the Corporation and the Declarant hereby agree that, effective as of \_\_\_\_\_, 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, the Ontario New Home Warranties Plan Act and by the Tarion Warranty Corporation (the "**TWP**").
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 to the Corporation, the Property and the building thereon shall be through the process established and administered under the TWP.
3. The Corporation, and the Declarant, hereby appoint and constitute the TWP as the sole and final arbiter of all such matters set out in Paragraph 2 above.
4. The Corporation agrees to indemnify and save the Declarant harmless from all actions, causes of actions, claims and demands for damages or loss which are brought by the Corporation in contravention of this Agreement, including without limitation, any claim against any third party that has the right of contribution or indemnity against the Declarant.
5. This Agreement shall neither be terminated nor terminable by the Corporation following the turnover meeting; and
6. This Agreement shall enure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

**IN WITNESS WHEREOF** the parties hereto have duly executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_.

**TORONTO STANDARD CONDOMINIUM CORPORATION NO. \_\_\_\_\_**

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

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

I/We have authority to bind the corporation

**2866193 ONTARIO INC.**

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

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

I/We have authority to bind the corporation

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

**2866193 ONTARIO INC.**  
(hereinafter called the “**Declarant**”)

**WHEREAS:**

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

**NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:**

**ARTICLE I  
INTRODUCTORY**

1.1 Definitions

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

- (a) “**Applicable Zoning By-laws**” means the zoning by-laws, rules or regulations (as amended from time to time) of the City of Toronto or any governmental authority having jurisdiction;
- (b) “**Board**” means the Corporation’s board of directors;
- (c) “**Building**” means the residential building and other improvements on the Lands;
- (d) “**By-law(s)**” means the by-law(s) of the Corporation enacted from time to time;
- (e) “**Car Share Program**” means the membership program provided to residents of the Corporation which will allow for use of such vehicles in the program subject to all of the program’s fees, rules, regulations and qualifications;
- (f) “**Common Elements**” means all the Property except the Units;
- (g) “**Condominium**” or “**Corporation**” means the freehold condominium that is a standard condominium corporation created by the registration of this Declaration and Description on the Lands and premises described in Schedule “A” annexed hereto;
- (h) “**Locker Units**” means Units 22 to 36, both inclusive, on Level A, designated for locker purposes;
- (i) “**Owner**” means the owner or owners of the freehold estate(s) in a Unit, but does not include a mortgagee unless in possession;
- (j) “**Parking Units**” means Units 1 to 21, both inclusive, on Level A;
- (k) “**Residential Units**” or “**Units**” means Units 1 to 7, both inclusive, on Level 1; Units 1 to 12, both inclusive, on Level 2; and Units 1 to 11, both inclusive, on Level 3;
- (l) “**Rules**” means the rules passed by the Board in accordance with the provisions of the Act;
- (m) “**Unit**” or “**Units**” means, individually or collectively, as the context may require, the portions of the Condominium designated as a Unit; and
- (n) “**Visitor Parking Spaces**” means the common element visitor parking spaces in the Condominium.

1.2 Act Governs the Lands

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

### 1.3 Standard Condominium

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

### 1.4 Consent of Encumbrancers

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

### 1.5 Inclusions and Exclusions of Units

The monuments controlling the extent of the Units are the physical surfaces mentioned in the boundaries of Units in Schedule "C" attached hereto. Notwithstanding the boundaries set out in Schedule "C" attached hereto, it is expressly stipulated and declared that the following items, matters or things are included within or excluded from (as the case may be) each of the Units described below, namely:

#### (a) Residential Units

Each Residential Unit shall **include**:

- (i) all pipes, wires, cables, conduits, ducts, and mechanical or similar apparatus that supply any service to that particular Residential Unit only, and that lie within or beyond the unit boundaries thereof as more particularly set out in Schedule "C" annexed hereto;
- (ii) the complete individual mechanical heating and cooling system and the branch piping extending to the common pipe risers servicing the said Units;
- (iii) all electrical receptacles, intercom and alarm controls (excluding only the cable servicing such controls), ventilation fans, light fixtures lying within suspended ceilings and similar apparatus that supply any service to that particular Unit only, regardless of whether same are installed or located within or beyond the boundaries of said Units; and
- (iv) any branch piping extending to the common pipe risers, but excluding only the common pipe risers.

Each Residential Unit shall **exclude**:

- (v) all concrete, concrete block or masonry portions of load bearing walls or columns located within any of the Units;
- (vi) the entire concrete floor slab between the upper and lower storeys of all 2-storey residential units on Level 3.
- (vii) all pipes, wires, cables, conduits, ducts, flues, and mechanical or similar apparatus that supply any services to more than one Unit, or to the Common Elements, or that may lie within the boundaries of any particular Residential Unit but which do not service that particular Unit;
- (viii) all the branch pipes, riser pipes and sprinkler heads that comprise part of the emergency fire protection system within the Building;
- (ix) all exterior door and window hardware (such as door and/or window handles, locks, hinges and peep holes);
- (x) the sliding door (and its locking mechanism) that is situate within any residential unit and that correspondingly accesses (or opens directly onto or into) any adjacent common element patio, terrace or Juliet balcony.

#### (b) Parking Units

- (i) Each Parking Unit shall **include** all pipes, wires, cables, conduits, ducts, and similar apparatus that supply any service(s) to that particular unit only, and that lie within or beyond the unit boundaries thereof as more particularly set out in Schedule "C" annexed hereto, and shall **specifically include** any electric outlet, any electrical charger or charging station and any electricity check meter that has been installed by the Declarant (or by the unit owner, with the permission of the Condominium Corporation) as an appurtenance thereto, in order to facilitate the provision of electricity to (as well as the measuring the electricity consumed by) any electric vehicle parked therein from time to time (regardless of whether same is/are installed or located within or beyond the boundaries of said unit);

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

#### 1.6 Common Interest and Common Expense

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

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

The Corporation's address for service shall be c/o FirstService Residential Ontario, 2645 Skymark Avenue, Suite 101, Mississauga, Ontario, L4W 4H2, or such other address as the Corporation may by resolution of the Board determine, and the Corporation's mailing address shall be c/o FirstService Residential Ontario, 2645 Skymark Avenue, Suite 101, Mississauga, Ontario, L4W 4H2. The municipal address of the Corporation is 242 Finch Avenue West, Toronto, Ontario.

#### 1.8 Approval Authority Requirements

The following conditions have been imposed by the approval authority being the City of Toronto, to be included in this Declaration:

**[IF REQUIRED BY THE APPROVAL AUTHORITY, FURTHER CONDITIONS SHALL BE ADDED PRIOR TO THE REGISTRATION OF THE CONDOMINIUM]**

#### 1.9 Architect/Engineer Certificates

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

### **ARTICLE II COMMON EXPENSES**

#### 2.1 Specification of Common Expenses

The common expenses shall comprise the expenses of the performance of the objects and duties of the Corporation and such other expenses, costs and sums of money incurred by or on behalf of the Corporation that are specifically designated as (or collectible as) common expenses pursuant to the provisions of the Act and/or this Declaration and without limiting the generality of the foregoing, shall include the specific expenses set out in Schedule "E" attached hereto. Schedule "E" reflects the Corporation's expenses that are paid in common by the Owners in accordance with each Units proportionate contribution to those common expenses pursuant to the percentage interests allocated in Schedule "D".

#### 2.2 Payment of Common Expenses

Each Owner shall pay to the Corporation his or her proportionate share of the common expenses and the assessment and collection of contributions toward common expenses may be regulated by the Board pursuant to the By-laws. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any provision of this Declaration, or in any By-laws or Rules in force from time to time by any Owner, or by any Owner's family member, tenants and/or their respective invitees or licensees, or as a result of any breach or non-compliance with

any Applicable Zoning By-laws, or other laws or regulations, and which is directly attributable to the use made by any Owner of a Unit or by such Owner's family member, tenants and/or their respective invitees or licensee, shall be borne and paid for by such Owner and may be recovered by the Corporation against such Owner in the same manner as common expenses.

### 2.3 Reserve Fund

- (a) The Corporation shall establish and maintain one or more reserve funds (the "**Reserve Fund(s)**") and shall collect from the Owners as part of their contribution towards the common expenses, all amounts that are reasonably expected to provide sufficient funds for major repair and replacement of Common Elements and assets of the Corporation all in accordance with the provisions of the Act; and
- (b) No part of any Reserve Fund shall be used except for the purpose for which the fund was established. Each 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 provisions of the Act.

### 2.4 Status Certificate

The Corporation shall provide a status certificate to any requesting party who has paid (in advance) the applicable fees charged by the Corporation for providing same, in accordance with the provisions of the Act, together with all accompanying documentation and information prescribed by the Act. The Board may authorize the inspection of a Unit prior to the issuance of a status certificate to determine whether the Unit is in compliance with the Act, this Declaration, the By-laws, the Rules and any applicable agreements. All costs relating to such inspection shall be at the requesting party's expense. The Corporation shall forthwith provide the Declarant (and/or any purchaser, transferee or mortgagee of a Unit from the Declarant) with a status certificate and all such accompanying documentation and information, as may be requested from time to time by or on behalf of the Declarant (or by any such purchaser, transferee or mortgagee) in connection with the Declarant's sale, transfer or mortgage of any Unit(s), all at no charge or fee to the Declarant or the person requesting same on behalf of the Declarant.

## ARTICLE III COMMON ELEMENTS

### 3.1 Use of Common Elements

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

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

- (a) 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;
- (b) is likely to damage the property of the Condominium, injure any person, or impair the structural integrity of any Unit or Common Element area;
- (c) will unreasonably interfere with the use and enjoyment by the other Owners of the Common Elements and/or their respective Units;
- (d) may result in the cancellation (or threatened cancellation) of any policy of insurance obtained or maintained by the Corporation, or that may significantly increase any applicable insurance premium(s) with respect thereto, or any deductible portion in respect of such policy; or
- (e) would lead to a contravention by the Corporation and/or Owners of a Unit of the Applicable Zoning By-laws or of any terms or provisions of any agreements with any municipal or other governmental authority and which are registered on title to the Property or which otherwise affect the Property ("**Development Agreements**") or which would require obtaining the consent or approval of any person pursuant to the terms of the Development Agreements.

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

### 3.2 Exclusive Use Common Elements

- (a) Subject to the provisions of and compliance with the Act, this Declaration, the By-laws and the Rules, the Owners of Unit(s) listed in Schedule "F" attached hereto shall have the exclusive use and enjoyment of those parts of the Common Elements more particularly described in Schedule "F" which are respectively allocated to the Unit(s). The following shall apply to the exclusive use Common Elements of the Condominium:
- i. In the event of any contravention of the prohibitions contained in subparagraph 3.4(a) below, or, with respect to exclusive use Common Elements areas, contravention of the provisions of this Declaration, the By-laws or the Rules, after provision of reasonable written notice to the Owner of the Unit to which the exclusive use Common Element area pertains, the Board or any person that the Board may direct shall have the right to access and enter upon such exclusive use Common Element area and to do or cause any act to return such exclusive use Common Element area to its original condition at the Owner's expense.
  - ii. Each Owner, upon the Corporation's request, shall provide to the Corporation or to any of its authorized workmen, servants, agents or contractors access to and use of the exclusive use Common Elements for the purpose of facilitating the maintenance and repair of any other part of the Common Elements, any other Unit or any other part of the Building and, in particular, and without limiting the generality of the foregoing, for the purpose of installing or operating window washing equipment, scaffolding and a "swing stage" (in order to facilitate the cleaning of all windows exterior to the Residential Units), where applicable. If applicable, no Owner shall in any way alter, remove or obstruct the window washing anchors, if any, located on the exclusive use Common Elements.
  - iii. Owners and/or residents shall not:
    - A. do or permit anything to be done or installed on any patio, terrace or exclusive use area which by reason of its weight, size, or use may overload a patio, terrace or exclusive use area, including but not limited to hot tubs, wading pools, pot(s), planter(s) or other structure(s);
    - B. do or permit anything to be done or installed on any patio, terrace or exclusive use area that could in any way negatively affect or breach the structural slab membrane and any associated insulation or other materials located beneath such exclusive use Common Element area; and/or
    - C. grow or permit to be grown any type of plants, shrubbery or flowers so profusely or abundantly that it encroaches into or onto any other Units or Common Elements areas (including exclusive use).
- (b) Notwithstanding the foregoing, after provision of reasonable written notice to the Owner of the Unit to which the exclusive use Common Elements area pertains, the Board, or any person that the Board may direct, shall have the right to maintain, repair, install, add and/or remove any fixture, outlet, sign, pipe, electrical wire or conduit, or any other apparatus located entirely or partially within the limits of any exclusive use portion of the Common Elements that the Board deems necessary.

### 3.3 Restricted Access

- (a) Only Owners of a Residential Unit who reside in their units and/or residents of a Residential Unit in this Condominium shall be entitled to use the amenities of the Corporation in accordance with the rules governing the use of the amenities as determined by the Board from time to time.
- (b) Without the consent in writing of the Board, no Owner shall have the right of access to those parts of the Common Elements used from time to time for the care, maintenance or operation of the Building or any part thereof as designated by the Board, from time to time.
- (c) Except as otherwise permitted in this Declaration, no one shall be entitled to place or affix any matter or thing directly on top of any rooftop structure which encloses or houses the mechanical and chiller room, the elevator shafts, the stairwells, the catwalks, the cooling tower, the boiler room and/or the fresh air ducts.
- (d) This paragraph 3.3 shall not apply to any mortgagee holding mortgages on at least thirty percent (30%) of the Units who shall have a right of access for inspection upon forty-eight (48) hours' notice to the Corporation or its property manager.



### 3.4 Modifications of Common Elements, Assets and Services

#### (a) General Prohibition

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

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

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

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

The Corporation may, by a vote of Owners who own at least sixty-six and two thirds (66⅔%) percent of the Units, make a substantial addition, alteration or improvement to the Common Elements, a substantial change in the assets of the Corporation or a substantial change in a service the Corporation provides to the Owners in accordance with subsections 97 (4), (5) and (6) of the Act.

### 3.5 Declarant Rights

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

- (a) the Declarant or a subsidiary body corporate, holding body corporate or affiliated body corporate of the Declarant (or their respective successors in title), and its authorized agents, representatives and/or invitees shall have free and uninterrupted access to and egress from the Common Elements, the Parking Units, the Locker Units, the amenity areas, and the Visitor Parking Spaces for the purposes of implementing, operating and/or administering the Declarant's or a related company's marketing, sale, lease, financing, construction and/or customer-service program(s) with respect to any unsold Units in this Condominium, from time to time;
- (b) the Declarant or a subsidiary body corporate, holding body corporate or affiliated body corporate of the Declarant (or their respective successors in title), and its authorized agents or representatives shall be entitled to erect and maintain signs and displays for marketing/sale/lease purposes, as well as for model suites and one or more offices for marketing, sales, leasing, construction and/or customer-service purposes, upon any portion of the Common Elements, and within or outside any unsold Units, at such other locations and having such dimensions as the Declarant may determine in its sole and unfettered discretion, all without any charge to the Declarant for the use of the space(s) so occupied, or for any utility services (or any other usual or customary services) supplied thereto or consumed thereby. The Corporation (or anyone else acting on behalf of the Corporation) shall not prevent or interfere with the provision of utility services (or any other usual or customary services) to the Declarant's marketing/sales/leasing/construction/customer-service office(s) and said model suites; and
- (c) the Corporation shall ensure that no actions or steps are taken by anyone which would prohibit, limit or restrict the access, ingress and egress rights of the Declarant or an affiliated body corporate, and its authorized agents, representative and/or invitees in, to and over the Visitor Parking Spaces and over the Common Elements of this Condominium, including the amenity areas;

until such time that all of the Residential Units in this Condominium have been transferred by the Declarant or the related subsidiary or affiliate.

### 3.6 Pets

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

### 3.7 Visitor Parking Spaces

- (a) The Visitor Parking Spaces shall form part of the Common Elements and may not be leased or sold to any Owner or otherwise assigned. The Visitor Parking Spaces shall be maintained by the Corporation and shall be used for the parking of motor vehicles by visitors to the Residential Units on a first-come, first-serve basis, and shall not be used by Owners or for any other purpose whatsoever. Notwithstanding the foregoing, if permitted by the applicable Governmental Authorities, the Corporation may install electric vehicle charging stations on some of the Visitor Parking Spaces for use by those residents who own an electric vehicle, on a pay per use basis, and subject to the terms, rules and provisions created by the Board from time to time.
- (b) The Visitor Parking Spaces shall be designated as visitor parking by means of clearly visible signs. The Declarant, its construction, sales, customer service and management personnel, agents, sub-trades, invitees and prospective purchasers, may park motor vehicles within the Visitor Parking Spaces until such time as titles to all Units in the Condominium have been conveyed by the Declarant, all without any charge to the Declarant for the use of the space(s) so occupied.

### 3.8 Car Share Parking Space

- (a) The car share parking space, forming part of the Common Elements shall be used for the purposes of and in conjunction with the operation of the Car Share Program in the Condominium.
- (b) As set forth in Article IX hereof, and in accordance with the parking requirements of the Applicable Zoning By-Laws, it shall be a duty of the Corporation and the Corporation shall be obliged to enter into (or assume) and abide by an agreement with the operator of the Car Share Program (the “**Car Share Agreement**”) to provide car sharing services and benefits to the occupants of this Corporation, pursuant to which residents of this Condominium, shall have access to one (1) car share parking space and such participating vehicle, on a 24 hour, seven day a week basis. In order to access such vehicle, the residents must abide by the requirements of the Operator.
- (c) Notwithstanding that the Car Share Agreement may be terminable pursuant to the termination provisions of the Act, the Corporation shall maintain such contracts or agreements as may be required by the zoning approvals of the City of Toronto for the Condominium and that the car share parking space must be utilized as required by the Applicable Zoning Bylaws and requirements for the Condominium and as set out in the Declaration;
- (d) The Declarant or any related entity and the Corporation shall have no responsibility or liability whatsoever with respect to the operation and administration of the Car Share Program, nor the car share parking space, nor with respect to any charges imposed for the use of or participation in the Car Share Program, nor with respect to the availability, quantity, quality or road-worthiness of any car share vehicles involved in the Car Share Program, nor with respect to any costs, claims, damages and/or liabilities arising or occurring in connection therewith.

## **ARTICLE IV UNITS**

### 4.1 General Use

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 in accordance with the Applicable Zoning By-laws and for no other purpose whatsoever. The number of individuals who may occupy a Residential Unit shall be the same as the number permitted by the Applicable Zoning By-laws from time to time. The foregoing shall not prevent the Declarant from completing the buildings and all improvements to the Property, maintaining Units as models for display and sale purposes, and otherwise maintaining construction offices, displays and signs for marketing/sales/customer service/leasing purposes upon the Common Elements, and within or outside any unsold Unit, until all Units in the Corporation have been conveyed by the Declarant, or holding body corporate or affiliated body corporate of the Declarant (or their respective successors in title).
- (b) No Unit shall be occupied or used by an Owner or anyone else, in such a manner as is likely to damage or injure any person or property (including any other Units or any portion of the Common Elements) or in a manner that will impair the structural integrity, either patently or latently, of the Units and/or Common Elements, or in a manner that will unreasonably interfere with the use or enjoyment by other Owners of the Common Elements or their respective Units, or that may result in the cancellation or threat of cancellation of any insurance policy referred to in this Declaration, or that may increase

any insurance premiums with respect thereto, or in such a manner as to lead to a breach by an Owner or by the Corporation of any provisions of this Declaration, the By-laws, and/or any agreement authorized by By-law. If the use made by an Owner of a Unit, other than the Declarant (except as is contemplated in this Declaration or in the By-laws, or in any agreement authorized by By-law without limitation) causes injury to any person or causes latent or patent damage to any Unit or to any part of the Common Elements, or results in the premiums of any insurance policy obtained or maintained by the Corporation being increased, or results in such policy being cancelled, then such Owner shall be personally liable to pay and/or fully reimburse the Corporation for all costs incurred in the rectification of the aforesaid damages, and for such increased portion of the insurance premiums so payable by the Corporation (as a result of such Owner's use) and such Owner shall also be liable to pay and/or fully reimburse the Corporation for all other costs, expenses and liabilities suffered or incurred by the Corporation as a result of such Owner's breach of the foregoing provisions of this subparagraph and such Owner shall pay with his or her next monthly contribution towards the Common Expenses after receipt of a notice from the Corporation, all increases in premiums in respect of such policy or policies of insurance and all such other costs. All payments pursuant to this clause are deemed to be additional contributions towards Common Expenses and recoverable as such.

- (c) Each Owner shall comply, and shall require all members of his or her family, occupants, tenants, invitees, servants, agents, contractors and licensees of his or her Unit to comply with the Act, the Declaration, the By-laws, and all agreements authorized by By-law, and the Rules.
- (d) No change shall be made in the colour of any exterior glass, window, door or screen of any Unit except with the prior written consent of the Board. Each Owner shall ensure that nothing is affixed, attached to, hung, displayed or placed on the exterior walls, including awnings and/or storm shutters, doors or windows of the Unit or building, nor shall an Owner grow any type of plant, shrubbery, flower, vine or grass outside his or her Unit, except where the prior written consent of the Board has been obtained, and further, when approved, subject to the Rules. All shades or other window coverings shall be white or off-white when visible from the outside and all draperies shall be lined in white or off-white to present a uniform appearance to the exterior of the Unit or Building. Without limiting the generality of the foregoing, flags, banners, sheets, slogans, foil, wood, plastic or metal painted or unpainted, shall not be affixed, attached to, hung, displayed or placed in any manner in any window. No clothesline or similar device shall be allowed on any portion of the Property nor shall clothes or other laundry be hung anywhere on the Property.
- (e) No exterior aerial, antenna or satellite dish shall be placed on the Property, including Units and Common Elements, unless the Board consents in writing to the said antenna, aerial or satellite dish, which consent may be arbitrarily withheld, and which consent may be subject to such conditions as the Board may impose in its sole discretion and which placement shall also be subject to paragraph 3.4 of this Declaration.
- (f) Save and except as otherwise provided for in this Declaration, no sign, advertisement or notice of any type shall be inscribed, painted, affixed or displayed on any part of the inside or outside of any Residential Unit, except for signs marking the condominium by the Declarant and/or its related companies.
- (g) No Owner shall alter the grade of the Property or install any landscaping or other improvements on or to the Unit or Common Elements which may obstruct the drainage pattern of the Property without the prior written approval of both the Board and the applicable governmental authorities.
- (h) No animal, livestock, fowl, insect, reptile or pet of any kind shall be kept in any Residential Unit, other than common household pets owned by a resident of a Residential Unit, as would be normal and acceptable as pets (considering type, size and size of the Residential Unit, among other things) in any development similar to the development in which the Residential Unit is located, as determined and permitted by the Board in its sole and absolute discretion. In no event shall there be more than two (2) pets in any Residential Unit. Notwithstanding the foregoing, no animal which is deemed by the Board, in its sole and absolute discretion, to be a nuisance or danger to residents shall be kept by any Owner in any Residential Unit or Common Elements. Such Owner shall within the two (2) weeks of receipt of a written notice from the Board requesting the removal of such animal, permanently remove such animal from the Residential Unit and Common Elements. No breeding of animals, livestock, fowl, insect, reptile or pet of any kind shall be carried on, in or around any Unit or on the Common Elements. For the purpose of this Declaration the term "common household pet" shall mean a dog, domestic cat, caged bird or fish, or any other animal that the Board may designate as a common household pet in its sole and absolute discretion, from time to time.
- (i) In the event the Board determines, in its sole discretion, acting reasonably, that any noise or odour is being transmitted to another Unit and that such noise or odour is an annoyance and/or a nuisance and/or disruptive (regardless of whether that Unit is adjacent to or wherever situated in relation to the offending Unit), then the Owner of such Unit shall at his or her own expense take such steps as shall be necessary to abate such noise or odour to the satisfaction of the Board. In the event the Owner of such Unit fails to abate the noise or odour, the Board shall take such steps as shall be necessary to abate the noise or odour

and the Owner shall be liable to the Corporation for all expenses incurred by the Corporation in abating the noise or odour, which expenses are to include reasonable solicitor's fees on a full indemnity basis, which shall be deemed to be additional contributions to common expenses and recoverable as such;

- (j) No Owner of a Residential Unit shall make any change, addition, modification or alteration, except for any change, addition, modification or alteration which is solely decorative in nature, in or to his or her Residential Unit without the prior written consent of the Board, which consent shall be in the sole and unfettered discretion of the Board and may be subject to such conditions as may be determined by the Board. Without limiting the generality of the foregoing, no floor, door or window, toilet, bath tub, wash basin, sink, heating, plumbing or electrical installation contained in or forming part of a Unit shall be installed, removed, extended or otherwise altered without the prior written consent of the Board, but the provisions of this subparagraph shall not require any Owner to obtain the consent of the Corporation for the purpose of painting or decorating the surface of any wall, floor or ceiling which is within any Unit;
- (k) No Owner shall place, leave or permit to be placed or left on the Common Elements any debris, refuse or garbage.
- (l) No portable or window air conditioner shall be placed or installed on the outside of window sills or projections of Units. Unless the Board agrees otherwise, air conditioning condenser units shall only be located and/or replaced in the same location as originally installed by the Declarant in applicable Residential Units.
- (m)
  - (i) For the purpose of this subparagraph, "**Vertical/Horizontal Party Wall**" means a vertical or horizontal wall constructed along the boundary between two (2) Residential Units shown in the Description as a vertical or horizontal plane. Where and to the extent that concrete, concrete block, drywall or masonry portions of walls/floors/ceilings or columns located within the Residential Unit are not load-bearing walls or columns, and contain no service conduits that service any other Unit or the Common Elements, an Owner may, upon executing an agreement pursuant to Section 98 of the Act and with the prior written consent of the Board which may attach any reasonable condition to its consent, including obtaining the approval of the insurer of the Property and the Owner's written agreement to indemnify and save the Corporation harmless from and against any and all costs, expenses, damages, claims, and/or liabilities which the Corporation may suffer or incur as a result of or in connection with such work:
    - (A) Erect, remove or alter any internal walls or partitions within his or her Residential Unit; or
    - (B) where he/she is the Owner of two (2) or more adjoining Residential Units, erect, remove or alter along all or part of those portions of the vertical or horizontal boundaries of each of such adjoining Residential Units shown in the Description as a line or plane, any Vertical/Horizontal Party Wall between his or her Residential Unit and such adjoining Residential Unit, or any soundproofing or insulating material on his or her Residential Unit side of such Vertical/Horizontal Party Wall.
  - (ii) Prior to performing any work which an Owner is entitled to perform pursuant to subparagraph (i) above, the Owner shall lodge with the Board the drawings and specifications detailing the location, materials and method of construction and installation of such work, together with a certificate addressed to the Corporation from a duly qualified architect and/or structural engineer certifying that if the work is carried out in accordance with the drawings and data so lodged with the Board, the structural integrity of the Common Elements will not be impaired and such work will not interfere with or impair any structure where there is functioning or operating machinery and equipment which is part of the Common Elements.
  - (iii) All work performed under subparagraph (i) above will be carried out in accordance with:
    - (A) the provisions of all relevant municipal and other governmental by-laws, rules, regulations or ordinances;
    - (B) the provisions of the By-Laws of the Corporation and the conditions, if any, of approval by the Board; and
    - (C) the drawings, specifications and data lodged with the Board.
  - (iv) Forthwith following the completion of any work which an Owner is entitled to perform pursuant to subparagraph (i) above, the Owner shall deliver a further certificate from the said architect and/or engineer, or such other architect and/or

engineer as may be acceptable to the Board, certifying that the work has in fact been completed in accordance with the drawings and data previously lodged with the Board, the structural integrity of the Common Elements has not been impaired, and that such work has not interfered with or impaired any structure or the functioning or operation of any machinery and equipment which is part of the Common Elements; or failing such certifications, specifying in reasonable detail the reasons why such certification cannot be made.

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

#### 4.2 Parking Units

- (a) Subject to paragraph 4.2(i) herein, each Parking Unit shall be used and occupied only for the parking of a motor vehicle as may be, from time to time, defined in the Rules of the Corporation. It shall be the responsibility of the Owners to ensure that their vehicles are of the appropriate dimensions such that they can be properly operated and/or parked both in the parking structure within the Property and within the parking elevator that is raised or lowered to the appropriate level upon which the Parking Unit is located, as set out in paragraph 4.2(i) herein. The Owners and their tenants of Parking Units shall not park more than one vehicle within the boundaries of such Parking Unit and shall not permit any portion of any motor vehicle parked within a Parking Unit to protrude beyond the boundaries of the Parking Unit and encroach upon any portion of the Common Elements or upon any other Unit. Each Owner shall maintain such Owner's Parking Unit in a clean and sightly condition, notwithstanding that the Corporation may make provision in its annual budget for cleaning of Parking Units.
- (b) The Declarant, at its option, shall have the right to use and allow its customer service staff, sales staff, authorized personnel or any prospective purchaser or tenant to use any unsold Parking Units which right shall continue until one year following such time as all the Units in this Corporation have been transferred by the Declarant or a related entity.
- (c) Any or all of the Parking Units in this Condominium may at any time be sold, leased, charged, transferred or otherwise conveyed, either separately or in combination with any Residential Unit, provided however, that any sale, transfer, assignment, lease or other conveyance of any Parking Unit shall be made only to the Declarant, to the Corporation or to any owner of a Residential Unit in this Corporation. Parking Units may be leased to tenants in actual occupation of Residential Units subject to the provisions in this Article IV of the Declaration. Any instrument or other document purporting to affect a sale, transfer, assignment or other conveyance of any Parking Unit, in contravention of any of the foregoing provisions, shall be deemed to be null and void and of no force and effect whatsoever.
- (d) Save as otherwise provided for in this Declaration, no Owner, other than the Declarant or its related entities, shall retain ownership of a Parking Unit after such Owner has sold and conveyed title to such Owner's Residential Unit.
- (e) Notwithstanding the provisions of this paragraph, in the event the Corporation becomes the Owner of any of the Parking Units the Board may, from time to time, designate the said Units for alternate uses, provided that such alternate use is in accordance with the requirements and the by-laws of the City of Toronto and approved by the requisite number of Owners at a meeting duly called for that purpose.
- (f) Certain Parking Units may be designated as disabled Parking Units (the "**Disabled Parking Units**") and such shall be subject to the following:
  - (i) In the event that a "disabled driver", as defined in the regulations promulgated pursuant to the *Highway Traffic Act*, R.S.O. 1990, c.H.8, as amended from time to time, including a driver whose licence plate incorporates the international symbol for the disabled, purchases or leases a Residential Unit and a Parking Unit which is not a Disabled Parking Unit, the owner or any person occupying the Disabled Parking Unit shall (if not disabled), upon notice from the Corporation and at the request of the disabled driver, exchange the right to occupy the Disabled Parking Unit with the disabled driver for the Parking Unit which was purchased 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 residence in the building.
  - (ii) When a disabled driver requests an exchange of occupancy rights for the Disabled Parking Unit, the Corporation shall forthwith notify the Owner of and any person occupying the Disabled Parking Unit and the Owner and/or occupant shall complete the exchange of use immediately upon delivery of the notice provided said Owner or occupant is not a disabled driver.

- (iii) No rent, charges, fees or costs whatsoever shall be charged by the Owner, occupant or the Corporation in connection with the exchange of the right to occupy.
- (g) The Condominium or any applicable governmental authority shall have the right to and license for access and for ingress and egress over any of the Parking Units for the purposes of the installation, maintenance, repair, and/or replacement of underground storm and sanitary sewer pipes, gas pipes, water lines, sprinkler systems, hydro electric wires, cables, emergency generators and transformer vaults, underground telephone and television cables and fire alarm conduits, or for any other purpose required by the Corporation or any applicable governmental authority.
- (h) The Parking Units are subject to a right of access over, along and upon such Parking Units at all times when necessary, in favour of the Condominium, its servants, trades, agents and employees for the purposes of ingress to and egress from mechanical, electrical and service areas which are part of the Common Elements and for garage sweeping and repairs.
- (i) Inasmuch as the Parking Units on Level A are accessed by way of a parking elevator that is raised or lowered to the parking level (the "**Parking Elevator**"), no motor vehicle shall have a length exceeding 6.09 metres (20 feet), a height exceeding 2.43 metres (8 feet), a width exceeding 3.04 metres (10 feet), and/or a weight exceeding 3628 kilograms (8000lbs), so as to ensure that the motor vehicle can be accommodated within the Parking Elevator in order to permit vehicle access, ingress and egress to the underground parking garage via the Parking Elevator. It shall be the responsibility of each Owner and resident to ensure that their motor vehicles can be properly operated and parking with the vehicular parking elevator.
- (j) All Owners, tenants or licensees of Parking Units shall be required to participate in and successfully complete a training course for the operation of the Parking Elevator within 14 days of becoming an Owner, tenant or licensee of a Parking Unit. Owners, tenants or licensees of Parking Units shall be required to pay for the cost of said training course, which course shall be arranged for by the Corporation's property manager.

#### 4.3 Locker Units

- (a) Each Locker Unit shall only be used for the storage of non-hazardous and non-combustible materials which materials shall not constitute a danger or nuisance to the residents of the Corporation, the Units or the Common Elements. Each Locker Unit Owner shall maintain his or her Locker Unit in a clean and sightly condition.
- (b) The Declarant, at its option, shall have the right to use and allow its sales staff, authorized personnel or any prospective purchaser or tenant to use any unsold Locker Units which right shall continue until such time as all of the Units in this Condominium have been transferred by the Declarant or a subsidiary body corporate, holding body corporate or affiliated body corporate of the Declarant.
- (c) Notwithstanding the provisions of this paragraph, in the event that the Corporation becomes the Owner of certain Locker Units, the Board may, from time to time, designate the said Locker Units for alternate uses, provided that such alternate use is in accordance with the requirements of the Applicable Zoning By-laws and approved by the requisite number of Owners at a meeting duly called for that purpose.
- (d) The Locker Units are subject to a right of access over, along and upon such Locker Units at all times when necessary in favour of the Condominium, its servants, trades, agents and employees for the purposes of ingress to and egress from mechanical, electrical and service areas which are part of the Common Elements and for garage sweeping and repairs.

#### 4.4 Leasing of Units

##### Notification of Lease:

- (a) Where an Owner leases his or her Unit, the Owner shall within thirty (30) days of entering into a lease or a renewal thereof:
  - (i) notify the Corporation that the Unit is leased;
  - (ii) provide the Corporation with the lessee's name, the Owner's address and a copy of the lease or renewal or a summary of it in accordance with Form 5 as prescribed by Section 40 of Regulation 49/01;
  - (iii) provide the lessee with a copy of the Declaration, By-laws and rules of the Corporation; and
  - (iv) comply with any further requirements set out in the Act relating to the leasing of Units.

- (b) If a lease of the Unit is terminated and not renewed, the Owner shall notify the Corporation in writing.
- (c) No tenant shall be liable for the payment of common expenses unless notified by the Corporation that the Owner is in default of payment of common expenses, in which case the tenant shall deduct, from the rent payable to the Owner, the Owner's share of the common expenses and shall pay the same to the Corporation.
- (d) An Owner leasing his or her Unit shall not be relieved thereby from any of his or her obligations with respect to the Unit, which shall be joint and several with his or her tenant.
- (e) The term of any lease of a Parking Unit or Locker Unit shall terminate immediately upon the tenant ceasing to reside in a Residential Unit in the Condominium.
- (f) Except for the Declarant (and its related and affiliated entities), no Unit Owner shall lease, license or otherwise permit occupancy of his or her Residential Unit for a term less than six (6) months and such lease or agreement shall not contain an early termination condition in favour of the tenant/occupant which would have the effect of creating a term of less than six (6) months. For greater clarity, peer-to-peer subleases and/or licenses such as those arranged by Airbnb and other similar providers of short-term/transient-uses shall not be permitted.

## **ARTICLE V MAINTENANCE AND REPAIRS**

### **5.1 Repairs and Maintenance by Owner**

- (a) Each Owner shall maintain his or her Unit, and subject to the provisions of the Declaration, each Owner shall repair his or her Unit after damage and all improvements and betterments made or acquired by an Owner, all at his or her own expense. Each Owner shall be responsible for all damages to any and all other Units and the Common Elements which are caused by the failure of the Owner or those for whom the Owner is responsible to so maintain and repair the Unit. In addition, without limiting the generality of the foregoing, each Owner shall maintain:
  - (i) the interior surface of doors which provide the means of ingress and egress from his or her Unit and repair damage to those doors caused by the negligence of the Owner, residents, family members, guests, visitors, tenants, licensees or invitees to his or her Unit;
  - (ii) the interior surface of all windows in Residential Units and the exterior surface of all windows and window sills contiguous to such Residential Units and which are accessible from the exclusive use common elements in a clean and slightly condition, and shall be responsible for the costs incurred by the Corporation to repair damage to those windows caused by the negligence of the Owner, residents, family, members, guests, visitors, tenants, licensees or invitees to his or her Unit ;
  - (iii) the bathtub enclosures, tiles, shower fans, ceiling fans and all exhaust fans and fan motors located in the kitchen and bathroom areas of the Unit or adjacent common elements and services the Unit;
  - (iv) and replace any system, equipment, appliance or fixture that serves his or her own Unit (regardless of whether such system, equipment, appliance or fixtures lies within or beyond the boundaries of such Unit);
  - (v) and replace plumbing systems, toilets, bathtubs, sinks, tiles, ceiling and exhaust fans and fan motors, and other fixtures;
  - (vi) all pipes, wires, cables, conduits, ducts, meters and all mechanical, electrical or similar apparatus, as well as the branch piping extending to, but not including, the common pipe risers, that supply any service to his or her Unit only;
  - (vii) the terrace and/or patio to which the Unit has direct access (if such Owner's Unit has been allocated an exclusive use terrace or patio) in a clean and slightly condition;
  - (viii) his or her Parking Unit and/or Locker Unit in a clean and slightly condition (including cleaning and/or degreasing any oil stains caused by the Owner, residents, family members, guests, tenants, licensees, or invitees to his or her Parking Unit as the case may be), notwithstanding that the Corporation may make provision in its annual budget for the cleaning of the Parking Units; and
  - (ix) and replace all improvements or additions made to the Unit.
- (b) Each Residential Unit Owner must effect such repairs, replacements and maintenance in respect of the Residential Unit with respect to such Unit's electrical systems, plumbing

mechanisms and systems, water softener, washing machines, dishwashers, water and air heating and/or air-conditioning mechanisms and systems, ventilation systems, clothes dryers and drying devices, dryer ducts and range hood vents (the foregoing being collectively referred to herein as the **"Unit Systems"**) hoses and hose fastening mechanisms (i.e., for dishwashers, water softeners, water heaters and/or washing machines) as well as water sensors, smoke detectors, fire detectors and carbon monoxide detectors, as and where applicable (the foregoing being collectively referred to herein as **"Life Safety Warning Devices"**) the Life Safety Warning Devices servicing such Residential Unit, as a prudent and careful owner or occupant would require and, as may be required by the Board, the Corporation's and/or Unit Occupants' insurers from time-to-time and/or as may be prescribed by the Board at the cost of the Residential Unit Owner.

- (c) Each Residential Unit's Unit Systems, Life Safety Warning Devices as well as washers, dryers, water softeners and/or water heaters and all appurtenances and components thereof shall be kept in accordance with all applicable governmental legislation, regulations and building or other codes, all requirements prescribed by the Board and/or applicable law and/or as the Board and the Corporation's and Unit Occupants' insurers may require from time-to-time and the same shall be kept in a good and safe condition at all times by the Residential Unit Owner.
- (d) The Unit Systems and Life Safety Warning Devices in any Residential Unit shall be kept by the Unit Owner in good operating condition and fully powered (as applicable) at all times.
- (e) Subject to paragraphs 5.1(f) and 5.3(c) hereof, each Owner shall further maintain, repair and replace the heating, ventilation and air conditioning equipment, including thermostatic controls contained within and servicing his or her Unit only (to and including the shut-off valve) (collectively, the **"HVAC Equipment"**). Such periodic maintenance shall include the cleaning and replacement of air filters. Each Owner shall be liable for any damage to the Unit and/or Common Elements due to the malfunction of the HVAC Equipment whether caused by the act or omission of an Owner, his or her servants, agents, tenants, family or guests or otherwise. No Owner shall make any change, alteration or addition in or to such equipment without the prior written consent of the Board.
- (f) The Corporation may choose to arrange and undertake certain maintenance, repairs and replacements (including, but not limited to, the HVAC Equipment, as set out in paragraph 5.3(e), and in such case, such work shall be carried out exclusively by the Corporation's authorized agents, representatives, employees and/or retained contractors or subcontractors, but shall nevertheless be paid for by the affected Unit Owner within 30 days of the Corporation's presentation of an invoice for same, unless the Corporation makes provision in its annual budget, whereupon such costs shall be allocated as part of the Common Expenses.
- (g) The Corporation shall conduct such maintenance and make any repairs that an Owner is obliged to make pursuant to this Article V and that the Owner does not make within a reasonable time and in such an event, an Owner shall be deemed to have consented to having said maintenance and/or repairs done by the Corporation, and an Owner shall reimburse the Corporation in full for the cost of such maintenance and repairs, including any legal or collection costs incurred by the Corporation to collect the costs of such maintenance and repairs, and all such sums of money shall bear interest at the rate of eighteen (18%) per cent per annum calculated monthly, until paid by the Owner. The Corporation may collect all such sums of money in such instalments as the Board may decide upon. The instalments shall form part of the monthly contributions towards the common expenses of such Owner, after the Corporation has given written notice thereof. All such payments are deemed to be additional contributions towards the common expenses and recoverable as such.

## 5.2 Responsibility of Owner for Damage

- (a) 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 equipment or apparatus or the betterment or improvement within the Unit or is caused by the failure of the Owner, his or her residents, family members, guests, visitors, tenants, licensees or invitees to his or her Unit, to so maintain and repair his or her Unit and such parts of the Common Elements for which he/she is responsible, or caused by the negligence or willful misconduct of the Owner, his or her residents, family members, guests, visitors, tenants, licensees, or invitees, save and except for any such damage for which the cost of repairing same may be recovered under any policy of insurance held by the Corporation.
- (h) Each Owner shall forthwith reimburse the Corporation for repairs to windows and doors (including the locks, door hardware and any tracks or screens relating thereto) serving such Owner's Unit, following damage to same caused by such Owner's negligence, or the negligence of his or her residents, tenants, invitees or licensees.



### 5.3 Repair and Maintenance by Corporation

- (a) The Corporation shall maintain and repair the Parking Units, Locker Units and the Common Elements at its own expense and shall be responsible for the maintenance and repair of exclusive use Common Elements. However, the Corporation shall not be responsible for those parts of the Common Elements which are required to be maintained and/or repaired by the Owners pursuant to paragraph 5.1 hereof or otherwise set out in this Declaration.
- (b) Save as otherwise specifically provided in this Declaration to the contrary, the Corporation shall maintain, and repair after damage, the Common Elements other than any improvements to (and/or any facilities, services or amenities installed by any unit Owner upon) any Common Element areas set aside for the exclusive use of any Owner. In order to maintain a uniformity of appearance throughout the Condominium, the Corporation's duty to maintain and repair shall extend to all exterior surfaces of doors which provide access to Units, exterior door frames, exterior window frames and all exterior window surfaces, and any exterior perimeter fencing erected by the Declarant along the boundaries of the Property, except that every Owner shall forthwith reimburse the Corporation for the cost of repairs caused by such Owner's negligence, or the negligence of such Owner's residents, tenants, invitees or licensees.
- (c) While Owners are responsible for the maintenance, repair and replacement of the HVAC Equipment, the Corporation may, if approved by a majority of the Owners at a meeting called for that purpose, undertake the maintenance, repair and replacement of the HVAC Equipment, with such periodic maintenance to include regularly scheduled inspections of the HVAC Equipment and the cleaning and replacement of air filters. If the Corporation undertakes the maintenance, repair, and replacement of the HVAC Equipment pursuant to the foregoing, the Corporation shall make provision in its annual budget for the maintenance and repair of the HVAC Equipment servicing each Unit, including the replacement of air filters, whereupon such costs shall be allocated as part of the common expenses, and the Corporation shall undertake such work in compliance with common industry practice with regard to the manufacturers' recommended maintenance program. The Corporation shall not be responsible for damage which arises as a result of premature failure, improper functioning and/or inadequate repair of the HVAC Equipment. Each Owner shall remain liable for any damage to the Unit and/or Common Elements due to the malfunction of the HVAC Equipment caused by the act or omission of an Owner, his or her servants, agents, tenants, family or guests. No Owner shall make any change, alteration or addition in or to such equipment without the prior written consent of the Board.
- (d) The Corporation shall be responsible for the cost of repairing and/or replacing all door locks respectively leading into each of the Residential Units that were originally installed by the Declarant (and keyed to the Corporation's master key entry system, if applicable), unless any such lock has been damaged by any Owner, or by such Owner's residents, tenants, invitees or licensees, in which case the Corporation shall undertake and complete such repair or replacement, but the cost of same shall be borne solely by the affected Unit Owner, and such replacement lock shall likewise be keyed to the Corporation's master key entry system, if applicable. No one shall be entitled to repair or replace any lock leading directly into any of the Residential Units without the prior written approval of the Board, and without having such replacement lock keyed to the Corporation's master key entry system, if applicable.

## **ARTICLE VI INDEMNIFICATION**

- 6.1 Notwithstanding anything hereinbefore provided to the contrary, each Owner shall be responsible for all damage to his or her Unit, any other Units and to the Common Elements, for which the Owner is responsible, save and except for any damage for which the cost of repair may be recovered (after taking into account any deductible portion of the claim, for which the Owner shall remain responsible) under any policy of insurance held or maintained by the Condominium.
- 6.2 Each Owner shall indemnify and save harmless the Corporation from and against any loss, costs, damage, injury or liability whatsoever which the Corporation may suffer or incur resulting from or caused by an act or omission of such Owner, his or her family, guests, visitors or tenants to or with respect to the Common Elements and/or all other Units, except for any loss, costs, damages, injury or liability caused by an insured (as defined in any policy or policies of insurance) and is recovered by the Corporation under any policy of insurance held or maintained by the Condominium, provided that such Owner shall reimburse the Corporation for the deductible portion paid by the Corporation. The foregoing indemnity by each Owner includes, but is not limited to, any costs incurred by the Corporation (including, but not limited to, legal fees and disbursements) relating to:
  - (a) the redress, rectification and/or obtaining of relief from any injury, loss or damages incurred by the Corporation, including any as a result of any legal actions taken by an Owner against the Corporation, if the Corporation is successful in the action;
  - (b) repairs made by the Condominium to the Owner's Unit and/or to any part of the Common Elements, and for any repairs to other Units, which repairs were necessary because of

damage for which the Owner is responsible, including the actions of the residents, tenants, invitees or licensees of his or her Unit (save and except for any portion of the costs of repairs recoverable directly from the Condominium's insurer, as noted above);

- (c) a breach by the Owner (or his or her family, guests, visitors, tenants, occupants, or agents) of the Act, Declaration, By-laws and/or any Rules of the Corporation in force from time to time; and
- (d) the collection of monies owing to the Corporation by the Owner.

6.3 All payments to be made by an Owner pursuant to this Article shall be deemed to be additional contributions toward common expenses payable by such Owner, shall be recoverable as such, and shall be added to the common expenses of the Owner upon delivery of written notice from the Condominium to the Owner advising of same.

## **ARTICLE VII INSURANCE**

### **7.1 By the Corporation**

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

#### **(a) "All Risk" Insurance**

Insurance against "all risks" (including fire and major perils as defined in the Act) as is generally available from commercial insurers in a standard "all risks" insurance policy and insurance against such other perils or events as the Board may from time to time deem advisable, insuring:

- (i) the Property and building, but excluding improvements and betterments made or acquired by an Owner; and
- (ii) all assets of the Corporation, but not including furnishings, furniture, or other personal property supplied or installed by the Owners;

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

#### **(b) Policy Provisions**

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

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

(c) Public Liability Insurance

Public liability and property damage insurance, and insurance against the Corporation's liability resulting from breach of duty as occupier of the Common Elements and assets insuring the liability of the Corporation and the Owners from time to time, with limits to be determined by the Board, but not less than 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 the Owner's respective occupants, tenants, invitee or licensees.

7.2 General Provisions

- (a) The Corporation, its Board and its officers shall have the exclusive right, on behalf of itself and as agents for the Owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation, and to give such releases as are required, and any claimant, including the Owner of a damaged Unit, shall be bound by such adjustment. Provided, however, that the Board may in writing, authorize any Owner, in writing, to adjust any loss to his or her Unit directly with the insurer;
- (b) Every mortgagee shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage where such application would prevent application of the insurance proceeds in satisfaction of an obligation to repair. This subparagraph 7.2(b) shall be read without prejudice to the right of any mortgagee to exercise the right of an Owner to vote or to consent if the mortgage itself contains a provision giving the mortgagee that right;
- (c) A certificate or memorandum of all insurance policies, and endorsements thereto, shall be issued as soon as possible to each Owner, and a duplicate original or certified copy of the policy to each mortgagee who has notified the Corporation of its interest in any Unit. Renewal certificates or certificates of new insurance policies shall be furnished to each Owner and to each mortgagee noted on the records of the Corporation who have requested same. The master policy for any insurance coverage shall be kept by the Corporation in its offices, available for inspection by any Owner or mortgagee on reasonable notice to the Corporation;
- (d) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation. No insured shall be entitled to direct that the loss shall be payable in any manner other than as provided in the Declaration and the Act;
- (e) Where insurance proceeds are received by the Corporation or any other person rather than the Insurance Trustee, they shall be held in trust and applied for the same purposes as are specified otherwise in Article VIII; and
- (f) Prior to obtaining any new policy or policies of insurance and at such other time as the Board may deem advisable and also upon the request of a mortgagee or mortgagees holding mortgages on fifty (50%) per cent or more of the Units and in any event, at least every three (3) years, the Board shall obtain an appraisal from an independent qualified appraiser of the full replacement cost of the assets for the purpose of determining the amount of insurance to be effected and the cost of such appraisal shall be a Common Expense.

7.3 By the Owner

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

- (ii) Public liability insurance covering any liability of any Owner or any resident, tenant, invitee or licensee of such Owner, to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation;
  - (iii) Insurance covering the deductible on the Corporation's master insurance policy for which an owner may be responsible.
- (b) Owners are recommended to obtain, although it is not mandatory, insurance covering:
- (i) additional living expenses incurred by an Owner if forced to leave his or her Residential Unit by one of the hazards protected against under the Corporation's policy; and
  - (ii) special assessments levied by the Corporation and contingent insurance coverage in the event the Corporation's insurance is inadequate.

#### 7.4 Indemnity Insurance for Directors and Officers of the Corporation

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

### **ARTICLE VIII INSURANCE TRUSTEE AND PROCEEDS OF INSURANCE**

8.1 The Corporation is authorized to enter into an agreement with an Insurance Trustee which shall be a Trust Company registered under the *Loan and Trust Corporations Act*, R.S.O. 1990, C.L.25, or shall be a Chartered Bank, which agreement shall, without limiting its generality, provide the following:

- (a) the receipt by the Insurance Trustee of any proceeds of insurance in excess of fifteen (15%) percent of the replacement cost of the Property and assets of the Corporation covered by the insurance policy;
- (b) the holding of such proceeds in trust for those entitled thereto pursuant to the provisions of the Act and this Declaration, and any amendments thereto;
- (c) the disbursement of such proceeds in accordance with the provisions of the Insurance Trust Agreement; and
- (d) the notification by the Insurance Trustee to the mortgagees of any insurance monies received by it.

If the Corporation is unable to enter into such agreement with such Trust Company or such Chartered Bank, by reason of its refusal to act, the Corporation may enter into such agreement with such other corporation authorized to act as a Trustee, as the Owners may approve by By-law at a meeting called for that purpose. The Corporation shall pay the fees and disbursements of any Insurance Trustee and any fees and disbursements shall constitute a Common Expense.

8.2 In the event that the Corporation enters into an agreement with an Insurance Trustee and:

- (a) the Corporation is obligated to repair or replace the Common Elements, any Unit, or any asset insured in accordance with the provisions of the Act, the Insurance Trustee shall hold all proceeds for the Corporation and shall disburse same in accordance with the provisions of the Insurance Trust Agreement in order to satisfy the obligation of the Corporation to make such repairs;
- (b) there is no obligation by the Corporation to repair or replace, and if there is termination of governance in accordance with the provisions of the Act, or otherwise, the Insurance Trustee shall hold all proceeds for the Owners in the proportion of their respective interests in the Common Elements and shall pay such proceeds to the Owners in such proportions upon registration of a notice of termination by the Corporation. Notwithstanding the foregoing, any proceeds payable as aforesaid shall be subject to payment in favour of any mortgagee or mortgagees to whom such loss is payable in any policy of insurance and in satisfaction of the amount due under a Certificate of Lien registered by the Corporation against such Unit, in accordance with the priorities thereof;
- (c) the Board, in accordance with the provisions of the Act, determines that:

- (i) there has not been substantial damage equal to or greater than twenty-five (25%) per cent of the replacement cost of the Buildings and structures located on the Property; or
- (ii) there has been substantial damage equal to or greater than twenty-five (25%) per cent of the replacement cost of the Buildings and structures located on the Property and within sixty (60) days thereafter the Owners who own eighty (80%) per cent of the Units do not vote for termination,

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

## ARTICLE IX DUTIES OF THE CORPORATION

- 9.1 In addition to any other duties or obligations of the Corporation set out in the Act and elsewhere in this Declaration and/or specified in the By-laws of the Corporation, the Corporation shall have the following duties, namely:
- (a) To assume and to observe and comply (and insofar as possible, compel the observance and/or compliance by all Owners, residents and their respective tenants and/or invitees) with all terms and provisions set forth in the Act, and all of the terms and provisions set forth in this Declaration and By-laws of this Corporation.
  - (b) To ensure that no actions or steps are taken by or on behalf of the Corporation or by any Unit Owner which would in any way prohibit, restrict, limit, hinder or interfere with the Declarant's access and egress over any portion of the Units and Common Elements so as to enable the Declarant to rectify any matter required under any municipal, regional and/or utility agreement.
  - (c) 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 of this Condominium for its marketing/sale/construction programs in connection with the Corporation, as more particularly set out in the foregoing provisions of this Declaration.
  - (d) To ensure that no actions or steps are taken by or on behalf of the Corporation, or by a Unit Owner, or their respective tenants or invitees which would prohibit, limit or restrict the access to, egress from and/or use any easement enjoyed by the Corporation and/or their respective residents, tenants and invitees.
  - (a) To enter into, abide by and comply with, the terms and provisions of any outstanding subdivision, condominium, site plan, Section 37 Agreement, limiting distance, encroachment, crane swing, tie-back, development or similar agreements (as well enter into a formal assumption agreement with the City of Toronto, or other governmental authorities relating thereto, if so required by the applicable governmental authorities), and to execute all requisite documentation and assurances necessary to give effect to the foregoing, including the granting of such easements, and the enactment of such By-laws or resolutions as may be required.
  - (e) When the Corporation formally retains an independent consultant (who holds a certificate of authorization within the meaning of the *Professional Engineers Act*, R.S.O. 1990, as amended, or alternatively a certificate of practice within the meaning of the *Architects Act*, R.S.O. 1990, as amended) to conduct a performance audit of the Common Elements on behalf of the Corporation, in accordance with the provisions of section 44 of the Act and section 12 of O.Reg.48/01 (hereinafter referred to as the "**Performance Audit**") at any time between the 6<sup>th</sup> month and the 10<sup>th</sup> month following the registration of this Declaration, then the Corporation shall have a duty to:
    - (i) permit the Declarant and its authorized employees, agents and representatives to accompany (and confer with) the consultant(s) retained to carry out the Performance Audit for the Corporation (hereinafter referred to as the "**Performance Auditor**") while same is being conducted, and to provide the Declarant with at least fifteen (15) days written notice prior to the commencement of the Performance Audit; and
    - (ii) permit the Declarant and its authorized employees, agents and representatives to carry out any repair or remedial work identified or recommended by the Performance Auditor in connection with the Performance Audit (if the Declarant chooses to do so);

for the purposes of facilitating and expediting the rectification and audit process (and bringing all matters requiring rectification to the immediate attention of the Declarant, so that same may be promptly dealt with), and affording the Declarant the opportunity to verify,

clarify and/or explain any potential matters of dispute to the Performance Auditor, prior to the end of the 11<sup>th</sup> month following the registration of this Declaration and the corresponding completion of the Performance Audit and the concomitant submission of the Performance Auditor's report to the Board and the Tarion Warranty Corporation pursuant to section 44(9) of the Act.

- (f) 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 Homes Warranties Plan Act* or by Tarion Warranty Corporation, (ii) the Corporation's only recourse against the Declarant for a final and binding resolution of any outstanding, incomplete or deficient construction items or any related matters in respect of the Property shall be through the process established for an administered by Tarion Warranty Corporation, (iii) the Corporation, together with the Declarant, shall appoint and constitute Tarion Warranty Corporation as the sole and final arbiter of all such matters, (iv) the Corporation shall indemnify and save the Declarant harmless from all actions, causes of action, claims and demands for damages or loss which are brought by the Corporation in contravention of the Warranty Agreement, including without limitation, any claim against any third party that has the right of contribution or indemnity against the Declarant, (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 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 Warranty Agreement), notwithstanding that the Declarant may be a nominee or agent of another person, firm, corporation or other legal entity, and that such acknowledgement 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 assignees of the Declarant.
- (g) To take all reasonable steps to collect from each Unit Owner his or her proportionate share of the common expenses and to maintain and enforce the Corporation's lien arising pursuant to the Act, against each Unit in respect of which the owner has defaulted in the payment of common expenses.
- (h) To grant, immediately after registration of this Declaration, if required, an easement in perpetuity in favour of utility suppliers or telecommunication service operators, over, under, upon, across and through the Common Elements, for the purposes of facilitating the construction, installation, operation, maintenance and/or repair of utility or telecommunication service lines or equipment (and all necessary appurtenances thereto) in order to facilitate the supply of utilities and telecommunication service to each of the Units in the Condominium and if so requested by the grantees of such easements, to enter into (and abide by the terms and provisions of) an agreement with the utility and/or telecommunication service suppliers pertaining to the provision of their services to the Condominium and for such purposes shall enact such by-laws or resolutions as may be required to sanction the foregoing.
- (i) To take all actions reasonably necessary as may be required to fulfil any of the Corporation's duties and obligations pursuant to this Declaration.
- (j) 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 in any way prohibit, restrict, limit, hinder or interfere with the Declarant's access and egress over any portion of the Property so as to enable the Declarant to construct and complete the Condominium.
- (k) To accept and register within thirty (30) days of being requested by the Declarant, a transfer/deed of land of any Parking Units and/or Storage Units, not sold or transferred by the Declarant, and to complete and execute all requisite documentation and the registration of such conveyance, all without cost to Declarant.
- (l) To execute forthwith upon the request of the Declarant, all documents necessary to accept the transfer(s) any easement(s) and to execute all requisite land transfer tax affidavits, etc., as may be required in order to register the aforementioned easements on title.
- (m) To enter into any services agreement, stormwater management agreement, sanitary discharge agreement or an assumption agreement with respect to an existing servicing agreement, stormwater management agreement, or sanitary discharge agreement with the City of Toronto and/or the Declarant as determined by the Declarant, with such agreement(s) permitting the Condominium to discharge its private water and/or groundwater into the City's sanitary sewer system and be responsible for payment of the costs related thereto, and the Condominium shall comply with and perform all of its obligations pursuant to such agreement(s).

- (n) To enter into (or assume, as the case may be) and comply with the terms and provisions of the agreements entered into with the Utility Supplier relating to the supply and distribution of the Metered Utilities.
- (o) To enter into (or assume, as the case may be) and abide by and at all times maintain in place, in accordance with the parking requirements of the Applicable Zoning By-Laws, the Car Share Agreement with the operator in respect to the Car Share Program that will provide car sharing services and benefits to the occupants of this Condominium and to execute a formal assumption of the said agreement if required by the Declarant or the operator of the Car Share Program.

## ARTICLE X GENERAL MATTERS AND ADMINISTRATION

### 10.1 Rights of Entry to the Unit

- (a) The Corporation or any insurer of the Property or any part thereof, their respective agents, or any other person authorized by the Board, shall be entitled to enter any Unit or any part of the Common Elements over which any Owner has the exclusive use, at all reasonable times and upon giving no less than 24 hours advance notice, to perform the objects and duties of the Corporation, and, without limiting the generality of the foregoing, for the purpose of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy and remedying any condition which might result in damage to the Property or any part thereof or carrying out any duty imposed upon the Corporation.
- (b) The Corporation, its agents or any other person authorized by the Board shall be entitled to enter where necessary, any Unit or any part of the Common Elements over which the Owners of such units have the exclusive use at such reasonable time(s) to facilitate window washing or maintenance of the Common Elements. Owners shall not obstruct nor impede access to window washing anchors located within exclusive use Common Elements.
- (c) In case of an emergency, an agent of the Corporation may enter a Unit at any time and this provision constitutes notice to enter the Unit in accordance with the Act for the purpose of repairing the Unit, Common Elements, including any part of the Common Elements over which any Owner has the exclusive use, or for the purpose of correcting any condition which might result in damage or loss to the Property. The Corporation or anyone authorized by it may determine whether an emergency exists.
- (d) If an Owner shall not be personally present to grant entry to his or her 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.
- (e) The Corporation shall retain a master key (which may be a digital key) to all locks controlling entry into each Residential Unit. No Owner shall change any lock, or place any additional locks on the door(s) leading directly into his or her Residential Unit, nor with respect to any door(s) leading to any part of the exclusive use common element areas appurtenant to such Owner's Residential Unit, without the prior written consent of the Board. Where such consent has been granted by the Board, said Owner shall forthwith provide the Corporation with keys to all new locks (as well as keys to all additional locks) so installed, and all such new or additional locks shall be keyed to the Corporation's master key entry system, if applicable.
- (f) The rights and authority hereby reserved to the Corporation, its agents, or any insurer or its agents, do not impose any responsibility or liability whatever for the care or supervision of any Unit except as specifically provided in this Declaration or the By-laws.

### 10.2 Invalidity

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

### 10.3 Waiver

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

### 10.4 Interpretation of Declaration

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

10.5    Headings

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

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

**DATED** at \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

**2866193 ONTARIO INC.**

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

Name:

Title:

I have authority to bind the Corporation.



***SCHEDULE 'A'*****LEGAL DESCRIPTION**

In the City of Toronto and Province of Ontario being composed of part of Lots 181 and 182 on a Plan of Subdivision registered in the Land Registry Office for the Registry Division of Toronto (No.66) as Registered Plan 4259 North York, designated as Parts \_and \_ on a Plan of Survey deposited in the said Land Registry Office for the Land Titles Division of Toronto (No.66) as Plan 66R-\_\_\_\_\_. Being all of PIN 10159-\_\_\_\_ (LT);

Hereinafter referred to collectively as the Condominium Lands.

In my opinion, based on the parcel register and the plans and documents recorded in therein, the legal description is correct, the described easements will exist in law upon the registration of the declaration and the description and the declarant is the registered owner of the property and appurtenant interests.

**HARRIS, SHEAFFER LLP**

Solicitors and duly authorized representatives for

**2866193 ONTARIO INC.**

Per: \_\_\_\_\_  
Stephen Karr

**NOTE:** The Declarant, at his sole discretion, reserves the right to transfer servient interests or accept appurtenant interests which may provide for access or service to the subject or adjoining lands.

All easements/rights have not been finalized for this proposed Condominium and we reserve the right to add and revise any easements, etc. required for adjoining interests and further approvals.

Dated: April 14, 2022

JDB Ref. No.: 22-21-754-00 g:\22-21-754\00\Schedules\Nue-West condos-Schedule-A.docx

**SCHEDULE “B”**

**CONSENT**

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

- 1. \_\_\_\_\_ has a registered mortgage within the meaning of clause 7(2)(b) of the Condominium Act, 1998 registered as Number \_\_\_\_\_ in the Land Registry Office for the Land Titles Division of Toronto (No. 80).
- 2. \_\_\_\_\_ consents to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
- 3. \_\_\_\_\_ postpones the mortgage and the interests under it to the declaration and the easements described in Schedule "A" to the Declaration.
- 4. \_\_\_\_\_ is entitled by law to grant this consent and postponement.

DATED this            day of            , 20\_\_.

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

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

I/We have authority to bind the Corporation.

## **SCHEDULE 'C'**

### **BOUNDARIES OF UNITS**

Each residential unit, parking unit and locker unit shall comprise the area within the heavy lines shown on Part 1, Sheets 1 to 4, both inclusive, of the description with respect to the unit numbers indicated thereon. The monuments controlling the extent of the units are the physical surfaces referred to immediately below, and are illustrated on Part 1, Sheets 1 to 4, both inclusive, of the description, and all dimensions shall have reference to them.

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

**RESIDENTIAL UNITS** (being Units 1 to 7, both inclusive, on Level 1; Units 1 to 12, both inclusive, on Level 2; and Units 1 to 11, both inclusive, on Level 3 of the Description filed concurrently herewith):

1. Each residential unit is bounded vertically by:
  - i. the upper surface and plane of the unfinished concrete floor slab.
  - ii. the upper surface of the suspended drywall acoustic ceiling and /or suspended drywall ceiling separating the unit from insulating material; and mechanical and/or electrical conduits, pipes, wires and ducts providing services to other units or to the common elements.
  - iii. the lower surface of the concrete ceiling slab, except those portions of the said units where there is a suspended drywall acoustic ceiling and /or suspended drywall ceiling separating the unit from insulating material; and mechanical and/or electrical conduits, pipes, wires and ducts providing services to other units or to the common elements.
  - iv. the upper and lower surfaces of the concrete floor slab separating the upper and lower storeys of the 2-storey Units 1 to 5, both inclusive, and Units 10 and 11, on Level 3.
2. Each residential unit is bounded horizontally by the backside surface of the drywall on all perimeter walls and walls dividing units from other units and, from the common element corridors, common element stairs, gas enclosures, fire hose cabinets, electrical closets, garbage chutes, garbage disposal rooms, smoke shafts, fresh air shafts, pipe spaces, utility line enclosures and elevators.
3. In the vicinity of windows and exterior doors, the unit boundaries shall be the unfinished unit side surfaces of doors and door frames, windows and window frames and the unit side surfaces of all glass panels located therein, the said windows and exterior doors being in a closed position.
4. In the vicinity of the stair opening through the concrete floor slab (separating the upper and lower storeys of Units 1 to 5, both inclusive, and Units 10 and 11, on Level 3), the unit boundaries shall be the unfinished vertical face of the said concrete floor slab.

**PARKING UNITS:** (being units 1 to 21, both inclusive, on Level A of the Description filed concurrently herewith):

The boundaries of each parking unit shall be:

1. The finished upper surface of concrete floor slab.
2. A horizontal plane distant 2.00 metres above the finished concrete floor slab measured perpendicularly therefrom.
3. The unfinished unit side surface of concrete or masonry walls and columns; and

4. The vertical planes formed by:
  - i. the production of the faces of concrete columns; and
  - ii. the planes defined by measurements from the concrete columns and walls as illustrated in Part 1, Sheets \_ of the Description (filed concurrently herewith).

**LOCKER UNITS:** (being units 22 to 36, both inclusive, on Level A of the Description filed concurrently herewith):

The boundaries of each locker unit shall be:

1. The finished upper surface of the concrete floor slab.
2. The lower surface of the wire mesh and steel frames forming the ceiling.
3. The unit side surfaces of the wire mesh and steel frame walls separating the unit from another such unit or from the common elements.
4. The unit side surface and production of the concrete block or masonry walls separating the unit from another such unit or from the common elements.
5. The unit side surface and production of the wire mesh or steel entry door and steel door frame, the said door being in a closed position.

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

---

Shawn Hodges  
Ontario Land Surveyor

---

Date

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

SCHEDULE D

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES	PERCENTAGE INTEREST IN COMMON ELEMENTS
PARKING UNITS	A	21 units	8.347020	8.347018
LOCKER UNITS	A	15 units	1.984070	1.984070
101	1	1	3.226558	3.226558
102	1	2	3.362254	3.362254
103	1	3	2.879778	2.879778
104	1	4	2.879778	2.879778
105	1	5	2.879778	2.879778
106	1	6	2.318146	2.318146
107	1	7	2.985320	2.985320
201	2	1	2.453843	2.453843
202	2	2	2.623463	2.623463
203	2	3	2.623463	2.623463
204	2	4	2.340762	2.340762
205	2	5	2.355840	2.355840
206	2	6	2.276683	2.276683
207	2	7	2.276683	2.276683
208	2	8	2.276683	2.276683
209	2	9	2.276683	2.276683
210	2	10	2.355840	2.355840
211	2	11	2.340762	2.340762
212	2	12	2.340762	2.340762
301	3	1	4.255589	4.255589
302	3	2	4.726757	4.726757
303	3	3	4.726757	4.726757
304	3	4	4.726757	4.726757
305	3	5	4.670216	4.670217
306	3	6	2.125910	2.125910
307	3	7	2.246529	2.246529
308	3	8	2.220143	2.220143
309	3	9	2.125910	2.125910
310	3	10	4.089738	4.089738
311	3	11	4.681524	4.681525
TOTALS			100.000000	100.000000

## **SCHEDULE “E”**

### **SPECIFICATION OF COMMON EXPENSES**

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

- (a) all sums of money paid or payable by the Corporation in connection with the performance of any of its objects, duties and powers whether such objects, duties and powers are imposed by the Act or this Declaration and By-laws of the Corporation or other law or by agreement;
- (b) all sums of money properly paid by the Corporation on account of any and all public and private suppliers to the Corporation of insurance coverage, utilities and services including, without limiting the generality of the foregoing, levies or charges payable on account of:
  - i) insurance premiums;
  - ii) water, sewage and electricity respecting Common Elements and Units, unless separately metered;
  - iii) waste disposal and garbage collection;
  - iv) maintenance materials, tools and supplies;
  - v) snow removal for Common Elements and landscaping; and
  - vi) fuel, including gas, oil and hydro electricity unless metered separately or check-metered for a Unit;
- (c) all sums of money paid or payable by the Corporation pursuant to any management contract which may be entered into between the Corporation and a manager;
- (d) all sums of money required by the Corporation for the acquisition or retention of real property for the use and enjoyment of the property or for the acquisition, repair, maintenance or replacement of personal property for the use and enjoyment in or about the Common Elements;
- (e) all sums of money paid or payable by the Corporation to any and all persons, firms, or companies engaged or retained by the Corporation, its duly authorized agents, servants and employees for the purpose of performing any or all of the objects, duties and powers of the Corporation including, without limitation, legal, engineering, accounting, auditing, expert appraising, advising, maintenance, managerial, secretarial or other professional advice and service required by the Corporation;
- (f) the cost of furnishings and equipment for use in and about the Common Elements including the repair, maintenance or replacement thereof;
- (g) the cost of borrowing money for the carrying out of the objects, duties and powers of the Corporation;
- (h) the fees and disbursements of the Insurance Trustee, if any, and of obtaining insurance appraisals;
- (i) the cost of maintaining fidelity bonds as provided by By-law;
- (j) all sums required to be paid to the reserve or contingency fund as required by the Declaration or in accordance with the agreed upon annual budget of the Corporation.
- (k) all sums required to fulfill the Corporation's obligations and duties under the Car Share Program;
- (l) all sums required to fulfill the Corporation's obligation under the sanitary discharge agreement with the City of Toronto.

## **SCHEDULE 'F'**

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

- a. The owners of Residential Units 5 to 10, both inclusive, on Level 2; and Residential Units 1 to 11, both inclusive, on Level 3 shall have the exclusive use of a terrace to which said units provide sole and direct access.
- b. The owners of Residential Units 3 to 7, both inclusive, on Level 1 shall have the exclusive use of a patio space numbered the same as the owner's unit with the prefix letter '**P**' as illustrated in Part 2, Sheet 1 of the Description filed concurrently with the declaration.

### **NOTE:**

The Declarant reserves the right to change the number, type and location of Exclusive Use portions of the Common Elements to reflect "as-built" conditions at the time of registration.

**SCHEDULE "G"**

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

**(under clause 8(1)(e) of the 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:

*(Check whichever boxes are applicable)*

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

OR

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

OR

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

OR

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

OR

- ☐     There are no indoor or outdoor swimming pools.



11.     ☐     Except as otherwise specified in the regulations, the boundaries of the units are completed to the drywall (not including taping and sanding), plaster or other final covering, and perimeter doors are in place.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_.

\_\_\_\_\_  
Name:  
Title: Architect

## INDEX TO DISCLOSURE STATEMENT

### NUEWEST

The following documentation is being provided by **2866193 ONTARIO INC.** (the “**Declarant**”) with respect to the proposed standard condominium to be known as “**NUEWEST**” prepared in accordance with the *Condominium Act, 1998*, S.O. 1998, C.19, and the regulations thereunder as amended (the “**Act**”):

- 1) Disclosure statement (including table of contents) (the “**Disclosure Statement**”).
- 2) Budget statement for the one (1) year period immediately following the registration of the proposed declaration and description (the “**Budget**” or the “**Budget Statement**”).
- 3) The proposed declaration (the “**Declaration**”).
- 4) The proposed By-law No. 1.
- 5) The proposed By-law No. 2.
- 6) The proposed By-law No. 3 (collectively with By-law No. 1 and 2, the “**By-Laws**”).
- 7) The proposed rules (the “**Rules**”).
- 8) The proposed condominium management agreement (the “**Management Agreement**”).
- 9) The preliminary draft plan of condominium.
- 10) The Condominium Buyers’ Guide

The **Disclosure Statement** contains important information about the proposed condominium project as required by **Section 72** of the **Act**. As the type and amount of disclosure required by the **Act** is objective, some purchasers may have special circumstances such that certain provisions contained in the documents have significant importance to them on an individual basis, but have not been summarized as not being significant to the average purchaser. Purchasers are therefore advised to read all of the documents enclosed (and not simply the disclosure statement itself) in their entirety and to review same with their legal and financial advisors.

Issued: July 1, 2022

DISCLOSURE STATEMENT

TABLE OF CONTENTS

(under subsection 72(4) of the *Condominium Act* 1998)

**Declarant’s name:** 2866193 ONTARIO INC.

**Declarant’s municipal address:** 3550 Rutherford Road, Unit 82, Woodbridge, Ontario L4H 3T8

**Brief legal description of the property/proposed property:** FIRSTLY: Part Lot 181, Plan 4259, North York as in NY780030; City of Toronto, being all of PIN 10159-0240(LT); and SECONDLY: Part Lot 182, Plan 4259, North York as in TB523834, City of Toronto, being all of PIN 10159-0239(LT)

**Mailing address of the property/proposed property:** It is anticipated that the address will be 242 Finch Avenue West, Toronto, Ontario subject to approval and/or change by the applicable governmental authorities.

**Municipal address of the property/proposed property:** It is anticipated that the address for the Condominium described herein will be 242 Finch Avenue West, Toronto, Ontario subject to approval and/or change by the applicable governmental authorities.

**Condominium Corporation:** Toronto Standard Condominium Corporation No. \_\_\_\_\_ (known as the “**Corporation**”)

The Table of Contents is a guide to where the Disclosure Statement deals with some of the more common areas of concern to purchasers. Purchasers should be aware that the Disclosure Statement, which includes a copy of the existing or proposed Declaration, By-laws and Rules, contains provisions that are of significance to them, only some of which are referred to in this Table of Contents.

**Purchasers should review all documentation.**

In this Table of Contents,

- “**unit**” or “**units**” include proposed unit or units;
- “**common elements**” includes proposed common elements;
- “**common interest**” includes a proposed common interest; and
- “**property**” includes proposed property.

This Disclosure Statement deals with significant matters, including the following:

	MATTER		Specify the article, paragraph (and/or clause) and page number where the matter is dealt with in the existing or proposed Declaration, By-laws, Rules or other material in the Disclosure Statement
1.	The Corporation is a freehold condominium corporation that is a standard condominium corporation.		Refer to: Disclosure Statement: Article II on page 1 Declaration: Section 1.3 on page 2
2.	The property or part of the property is or may be subject to the <i>Ontario New Home Warranties Plan Act</i> .	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Refer to: Disclosure Statement: Article VI on page 10

3.	<p>The common elements and the (residential) units are enrolled or are intended to be enrolled in the Plan within the meaning of the <i>Ontario New Home Warranties Plan Act</i> in accordance with the regulations made under that Act.</p> <p>Note: Enrollment does not necessarily mean that claimants are entitled to warranty coverage. Entitlement to warranty coverage must be established under the <i>Ontario New Home Warranties Plan Act</i>.</p>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Refer to: Disclosure Statement: Article VI on page 10
4.	A building on the property or a unit has been converted from a previous use.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Refer to: Disclosure Statement: Article V on page 9 and Article VII on page 10
5.	One or more units or a part of the common elements may be used for commercial or other purposes not ancillary to residential purposes.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Refer to: Disclosure Statement: Article VIII on page 10 and Article XIX on page 18
6.	A provision exists with respect to pets on the property.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Refer to: Declaration: Section 3.6 on page 6, and 4.1(h) on page 8
7.	There exist restrictions or standards with respect to the use of common elements or the occupancy or use of units that are based on the nature or design of the facilities and services on the property or on other aspects of the buildings located on the property.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Refer to: Declaration: Article III and Article IV
8.	The declarant intends to lease a portion of the Residential Units. The portion of Residential Units to the nearest anticipated 25 percent, that the declarant intends to lease is 0 percent.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Refer to: Disclosure Statement: Article X on page 11
9.	The common interest appurtenant to one or more units differs in an amount of 10 percent or more from that appurtenant to any other unit of the same type, size and design.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Refer to: Schedule "D" to the Declaration and the Budget
10.	The amount that the owner of one or more units is required to contribute to the common expenses differs in an amount of 10 percent or more from that required of the owner of any other unit of the same type, size and design.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Refer to: Schedule "D" to the Declaration and the Budget
11.	One or more units are exempt from a cost attributable to the rest of the units.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Refer to: Budget and Sections 1.6 and 2.2 on page 3 of the Declaration, and Schedule "D" to the Declaration.

12.	<p>There is an existing or proposed by-law establishing what constitutes a standard unit.</p> <p>Pursuant to clause 43(5)(h) of the <i>Condominium Act, 1998</i> the Declarant will deliver to the board a schedule setting out what constitutes a standard unit.</p>	<p>Yes No  <input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>Accompanying the Disclosure Statement is the Schedule contemplated under clause 43(5) (h) of the <i>Condominium Act 1998</i>.</p>
13.	<p>Part or the whole of the common elements are subject to a lease or a licence.</p>	<p>Yes No  <input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>Refer to:  Disclosure Statement: Article XIX on page 18</p>
14.	<p>Parking for owners is allowed:</p> <p>(a) in or on a unit;</p> <p>(b) on the common elements;</p> <p>(c) on a part of the common elements of which an owner has exclusive use.</p> <p>There are restrictions on parking.</p>	<p>Yes No  <input checked="" type="checkbox"/> <input type="checkbox"/>  Yes No  <input type="checkbox"/> <input checked="" type="checkbox"/>  Yes No  <input type="checkbox"/> <input checked="" type="checkbox"/>  Yes No  <input checked="" type="checkbox"/> <input type="checkbox"/></p>	<p>Refer to:</p> <p>Declaration: Section 4.2 on page 10</p> <p>Disclosure Statement: Section 4.2 on page 1, and Section 4.3 (b) on page 4</p> <p>Rules</p>
15.	<p>Visitors must pay for parking.</p> <p>There is visitor parking on the property.</p>	<p>Yes No  <input type="checkbox"/> <input checked="" type="checkbox"/>  Yes No  <input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>Refer to:  Disclosure Statement: Section 4.2 on page 1 and Section 4.7 on page 9.</p>
16.	<p>The declarant may provide major assets and property, even though it is not required to do so.</p>	<p>Yes No  <input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>Refer to:  Disclosure Statement: Article XX on page 18</p>
17.	<p>The corporation is required:</p> <p>(a) to purchase units or assets;</p> <p>(b) to acquire services;</p> <p><i>(Note: Such contracts as may be necessary or required for the provision of services to the Condominium including, without limitation, hydro, water, gas, landscaping, snow removal, pest control, elevator maintenance, car share, garbage pick-up and disposal (if applicable), provision of supplies, cleaning services, insurance, accounting services, and other such matters as may be required for the orderly operation of the business of the Corporation.)</i></p> <p>(c) to enter into agreements or leases with the declarant or a subsidiary body corporate, holding body corporate or affiliated body corporate of the declarant.</p>	<p>Yes No  <input type="checkbox"/> <input checked="" type="checkbox"/>  Yes No  <input checked="" type="checkbox"/> <input type="checkbox"/>  Yes No  <input checked="" type="checkbox"/> <input type="checkbox"/></p>	<p>Refer to:</p> <p>Disclosure Statement: Article XXI on page 19</p> <p>Disclosure Statement: Article XXI on page 19</p> <p>Disclosure Statement: Section 4.6 on page 8, Section 12.2 on page 12 and Section 21.1 on page 19</p>
18.	<p>The declarant or a subsidiary body corporate, holding body corporate or affiliated body corporate of the declarant owns land adjacent to the land described in the description.</p>	<p>Yes No  <input type="checkbox"/> <input checked="" type="checkbox"/></p>	<p>Refer to:</p> <p>Disclosure Statement: Article XXII on page 19</p>

19.	To the knowledge of the declarant, the Corporation intends to amalgamate with another corporation or the declarant intends to cause the Corporation to amalgamate with another corporation within 60 days of the date of registration of the declaration and description for the Corporation.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Refer to:  Disclosure Statement: Article XIII on pages 15
20. - 27.	N/A	N/A	N/A

The purchaser’s rights under the *Condominium Act, 1998* to rescind an agreement of purchase and sale are set out at Section 16.1 on page 16, and Section 17.1 on pages 16 and 17, inclusive, of the Disclosure Statement.

This disclosure statement is made effective as of the 1<sup>st</sup> day of July, 2022.

**DISCLOSURE STATEMENT**  
**(under subsection 72(3) of the *Condominium Act, 1998*)**

**I      DATE OF DISCLOSURE STATEMENT**

1.1      Date

This Disclosure Statement is made effective as of the 1<sup>st</sup> day of July, 2022.

**II      TYPE OF CORPORATION**

2.1      Type

The condominium project being developed by the declarant is a freehold condominium corporation that is a standard condominium corporation.

**III      NAME AND MUNICIPAL ADDRESS OF DECLARANT, AND MAILING AND MUNICIPAL ADDRESSES OF THE PROPOSED PROPERTY**

3.1      Declarant

The name and municipal address of the Declarant are as follows:

DECLARANT:            2866193 ONTARIO INC.  
                              3550 Rutherford Road, Unit 82  
                              Woodbridge, Ontario  
                              L4H 3T8

3.2      Condominium

The name, mailing address and municipal address of the Condominium or the proposed property are anticipated to be as follows, subject to approval and/or change by the applicable governmental authorities:

TORONTO STANDARD CONDOMINIUM CORPORATION NO. \_\_\_\_\_:

Mailing and Municipal Address:            It is anticipated that the mailing and municipal address of the Condominium described herein will be 242 Finch Avenue West, Toronto, Ontario, subject to approval and/or change by the applicable governmental authorities.

**IV      GENERAL DESCRIPTION OF THE PROPERTY**

4.1      Legal Description of the Property

The condominium to be created (herein referred to as the “**Corporation**” or the “**Condominium**”) is to be located within the property legally described as being FIRSTLY: Part Lot 181, Plan 4259, North York as in NY780030; City of Toronto, being all of PIN 10159-0240(LT); and SECONDLY: Part Lot 182, Plan 4259, North York as in TB523834, City of Toronto, being all of PIN 10159-0239(LT) (the “**Property**”). Please refer to Schedule “A” of the Declaration for the legal description.

4.2      Division and Composition of the Project

The Condominium will be located within a four (4) storey Residential building (the “**Building**”) located on the north side of Finch Avenue West, east of Endell Street, in the City of Toronto, Ontario. Subject to final approvals to be obtained and subject to the further involvement of the development and marketing of the project, the Declarant is reserving the right to alter or vary the height of the Building by either increasing or decreasing the number of floors of the Building.

The main entrance and lobby of the Condominium, as currently designed, will be located off of Finch Avenue West. The Condominium as also described herein will contain some amenity area and facilities currently planned to be located on the ground floor, but subject to possible relocation within the area presently proposed or to other areas on other floors. The Project, as currently contemplated, will also contain one (1) level of below grade parking accessed off of Finch Avenue West.

Purchasers are advised that the parking of vehicles will be operated by a car lift elevator system to be incorporated into the Condominium which will comprise part of the common elements of the Condominium. Subject to any changes in the development plans for the Condominium this will be the only manner in which vehicles are parked in the garage. The final specifications for the car lift elevator have yet to be finalized, but it is anticipated that the system will be designed to permit motor vehicles with a length from front to back of no greater than 6.09 metres (20 feet), a height no greater than 2.43 metres (8 feet), a width no greater than 3.04 metres (10 feet) and a weight no greater than 3,628 kilograms (8000 lbs). Accordingly, any vehicles that exceed these limits will not fit within the confines of the car lift elevator and accordingly cannot be used in the Condominium.

The Building, and the Property upon which the Building will be located, is bounded to the north by existing single family homes; to the south by Finch Avenue West and by single family homes; to the south-west by a church; to the east by single family dwellings with professional uses; and to the west by a 2-storey commercial building with professional offices, further west by Endell Street and a school. Purchasers are advised that the foregoing description of the adjacent lands and uses carried out thereon are for information purposes only, reflecting the uses as of the date of this Disclosure Statement, and each Purchaser shall satisfy himself or herself relating to the location of the Property and the adjacent uses, it being expressly acknowledged and agreed that the adjacent lands and the uses carried out thereon are subject to change as may be determined by the respective owners of such lands and the applicable zoning from time to time for such lands. The Declarant makes no representation or warranties relating to the current and/or future uses of lands adjacent to the Condominium.

The Condominium that is the subject matter of this Disclosure Statement will be located within the 4-storey Building and is contemplated, as of the date of this Disclosure Statement, to contain a total of approximately (30) residential units, together with approximately twenty-one (21) parking units, fifteen (15) locker units and other ancillary units, all as more particularly described below. It is also anticipated that there will be one (1) underground parking space that will be used under a "car share" program, as herein further described which will only be available for the use by residents only.

The Declarant reserves its right, in its sole and absolute discretion, to provide one or more object(s) of public art (the "**Art Object**") to the Corporation. The Declarant may have the option to either transfer the Art Object to the Condominium or to convey the Art Object to a governmental authority, including the City or a charitable body. In either event, the Condominium will be obligated to maintain, repair, replace, and insure the Art Object following registration.

Delivered to each Purchaser with this Disclosure Statement are reduced copies of the preliminary draft condominium plans for the Condominium showing the location of the residential units to be contained in the Condominium (the "**Plans**"). As mentioned, the Plans show the proposed location of the residential dwelling units to be contained in the Condominium as of the date of this Disclosure Statement however Purchasers are advised that the Declarant is reserving significant flexibility based on its marketing of units to prospective purchasers and marketing demands to redesign and reconfigure the units including their sizes, etc. As a result certain floors as presently shown on the Plans may have more or less units than presently reflected. The Plans further show the proposed location of the amenity space on the ground floor, but as mentioned, this area may, based on the finalization of plans, be relocated within other areas and floors of the Condominium. Furthermore, Purchasers are also advised that, depending on market conditions and approvals yet to be obtained, the Declarant may increase or decrease the total number of residential units, parking units or locker units or other ancillary type units as well as the number of stories within the Condominium. Subject to the foregoing, the Plans are provided to indicate approximate location only and may not be relied upon for actual location of partition walls, interior room location, room size, location of fixtures or other details which may be noted on the Plans. The Plans are only provided to give Purchasers an overview of the location of the Condominium within the Property and the location of the units as presently conceived therein. The actual location of the residential units and common areas, structures and improvements on the Plans may therefore be altered and/or revised to comply with final site plan and other approvals to be obtained from the City of Toronto and other appropriate governmental authorities or as may be determined by the Declarant.

The Declarant will be making (or has made) applications for site plan approval, minor variances and condominium draft plan approval and may also be obligated to enter into various development, servicing, collateral, limiting distance, storm water management, and encroachment agreements with the City of Toronto (the "**Municipality**"), and other applicable governmental authorities or other parties in connection with its proposed development of the Condominium. These agreements, if required, will enure to and be binding on the Condominium following registration.



Purchasers in the Condominium are notified that during the construction of the Building, including the Condominium, the Declarant, its contractors, suppliers and trades will be entitled to use those portions of the common elements of the Condominium as may be necessary, and that, during construction, a certain amount of dust, noise and heavy traffic will occur. The Declarant will make reasonable efforts to ensure that its contractors, suppliers and trades will carry out their work on behalf of the Declarant in such a manner as to reasonably reduce the degree of interference and discomfort of the residents of the Condominium, with their use and enjoyment of the Property, provided that nothing shall derogate from the right of the Declarant to market and complete construction of the Condominium.

Purchasers are further advised that during the construction and development of the Condominium, it may be necessary to temporarily relocate, remove or close off portions of the common element areas of the Condominium, as applicable. In accordance therewith, the Declarant shall be entitled to one or more temporary easements, without fee or compensation as may be required for access, ingress and egress, maintenance and repair of utilities and other services, for loading, garbage removal, moving and parking, as well as rights of support, and rights for temporary and permanent construction, including, but not limited to, tie backs, tie rods, crane swing and hoarding. Provided that it exercises reasonable care and diligence in carrying out any construction within the Property and is in compliance with applicable laws, the Corporation will be under a duty to co-operate with the Declarant to facilitate such construction.

Purchasers are also advised that, depending on market conditions and approvals yet to be obtained, the Declarant may increase or decrease the total number of Residential Units, Parking Units, Locker Units, ancillary units, amenity space, and bicycle/storage spaces. Purchasers are further advised that the Declarant reserves the right to increase or decrease the number of stories within the Condominium, including the Building, and/or revise the extent and location of lanes and drive aisles, as well as other related infrastructure on the Property.

Purchasers are further advised that until the completion of the Declarant's sales / marketing / leasing programs including the conclusion of the sales of Residential Units in the Condominium (or any other development to be marketed by the Declarant or any of its subsidiaries or affiliates from space within the Condominium) and until the conclusion of a one year period following the completion of the sales of all Residential Units in the Condominium, the Declarant (or any of its subsidiaries or affiliates), and their respective sales staff, agents, employees, invitees and customer service staff shall have the continued right of access to inspect, view and use such unit and the common elements, without fee or charge, and any other portion thereof as part of its marketing / sales / lease / customer service programs, including a sales/rental/administrative/customer service office, advertising signage and displays and model suites for display purposes as the Declarant (or any of its subsidiaries or affiliates) may select. The Declarant shall not be charged for the use of such areas nor for any utility supplied thereto, nor shall the Condominium (or anyone on its behalf) prevent or interfere with the right of access of the Declarant (or any of its subsidiaries or affiliates) and the use of such facilities in the manner as aforesaid, it being acknowledged and agreed that it is in the ultimate best interest of all parties that the marketing/sales/customer service/leasing programs be successfully completed for the Condominium. Notwithstanding the foregoing, the Declarant or any of its subsidiaries or affiliates shall at all times have the continued right of access to all of the unsold suites to inspect, view and use such areas, without fee or charge, and any other portion thereof as part of its marketing / sales / lease / customer service programs, including a sales/rental/administrative/customer service office, advertising signage and displays and model suites for display purposes as the Declarant (or any of its subsidiaries or affiliates) may select.

#### 4.3 Proposed Types and Number Units

As of the date of this Disclosure Statement, and subject to the Declarant's rights reserved herein, the following types of units are proposed to be contained in the Condominium:

- (a) Approximately thirty (30) residential units within the Condominium (the "**Residential Units**"). The Declarant proposes to construct Residential Units that will be offered in a choice of bedroom layouts and therefore, the Declarant cannot state with any certainty, the number of bedroom(s) per Residential Unit as these characteristics will be dependent on choices made by individuals at the time of purchase. Certain units within the Condominium will also have the exclusive use of a patio or terrace. All such exclusive use areas will be further set out in Schedule "F" to the Declaration.

Purchasers are advised that the Declarant shall have the right to increase or reduce the number of Residential Units in the Condominium and to increase or reduce the size of any Residential Unit by increasing or decreasing the number of floors in the Condominium and/or by splitting or combining one or more proposed Residential Units

and/or changing the style or configuration of Residential Units contained in the Condominium and may also change the legal and municipal numbering of Units in its sole and absolute discretion; provided however that the Purchaser's Residential Unit shall not be materially altered as a result of the foregoing and provided that the Purchaser's proportionate share of the common interests and common expenses as set out in the Declaration, shall not be materially altered. In the event of any of the above mentioned changes, the Declaration and the Budget will be amended accordingly and such changes shall not be construed as material changes to this Disclosure Statement. Please refer to the Declaration for further details and restrictions with respect to the Residential Units.

Purchasers are advised that Residential Units are of varying square footages and may not be exactly as represented. All measurements are calculated in accordance with the standards established by the *Home Construction Regulatory Authority* and/or the *Tarion Warranty Corporation*.

- (b) Approximately twenty-one (21) parking units (the "**Parking Units**"), which are currently anticipated to be located within Level A. **Inasmuch as the Parking Units on Level A are accessed through a parking elevator located at grade, only vehicles having a length not exceeding 6.09 metres (20 feet), a height not exceeding 2.43 metres (8 feet), a width not exceeding 3.04 metres (10 feet), and a weight not exceeding 3,628 kilograms (8000 lbs) may access the Parking Units. Any vehicles that exceed these limits will not fit within the confines of the parking elevator and accordingly cannot access the underground garage.** Purchasers are further advised that certain Parking Units may be compact parking spaces for the parking of "compact" cars. Only the Declarant, the Corporation and owners of Residential Units in this Condominium may purchase Parking Units, subject to availability and provided same is in accordance with all applicable zoning by-laws, on the terms, conditions and location to be established by the Declarant. The Declarant reserves the right, in its sole and absolute discretion, to increase or decrease the number of Parking Units in the Condominium and/or increase the number of levels in the underground parking garage. In the event of such changes, the Declaration and the Budget will be amended accordingly and such changes shall not be construed as material amendments to the Disclosure Statement. The location of Parking Units shall be allocated to Purchasers at the Declarant's sole and absolute discretion. A certain number of the Parking Units may be designated for use by Owners who are disabled in the Condominium as may be required by the applicable governmental authorities. Purchasers are advised and acknowledge that certain Parking Units may constitute substandard, tandem, compact, or oversized parking units, and same will be allocated to purchasers, at the Declarant's sole discretion. Purchasers are also advised and acknowledge that there may be pipes or other obstructions, including, but not limited to, structural columns, walls, pipes, drains, ducts and sump-pump access within the boundaries of certain Parking Units. Purchasers are further advised that the Declarant may retain ownership of any Parking Units not sold to Purchasers and may dispose of its interest in Parking Units retained by it in accordance with the terms of the Declaration, including the sale or lease by the Declarant or a related entity, to any person, without restriction, at its sole and absolute discretion. Furthermore, the Declarant, in its sole discretion, may transfer any such unsold Parking Units to the Corporation and if the Declarant decides to do so, it will be the duty and obligation of the Corporation to accept, within thirty (30) days of being requested, a conveyance of such Parking Units. Purchasers are advised that the Declarant reserves the right to create Parking Units with electric vehicle ready rough-in/outlet, at the request of a purchaser, if feasible, and same shall be at the sole cost and expense of the requesting purchaser, including the entering into of a S.98 Agreement with the Condominium Corporation. The sale and leasing of the Parking Units are subject to certain restrictions as more particularly set out in the Declaration.
- (c) The Declarant also intends to create approximately fifteen (15) Locker Units for purposes of storage (collectively, the "**Locker Units**"), currently anticipated to be located on Level A of the parking garage. Locker Units will be available to be used only for the storage of non-combustible materials which materials shall not constitute a danger or nuisance to the residents of the Condominium. Please refer to the Declaration for further details and restrictions with respect to these units.

The Declarant also reserves the right to change the location of the Locker Units. The Declarant may, in its sole discretion, increase or decrease the number of Locker Units in the Condominium. In the event of an increase or decrease as aforesaid, the Declaration and the Budget Statement will be amended accordingly and such changes shall not be construed as material changes to the Disclosure Statement.

Owners of Residential Units in the Condominium may purchase Locker Units, subject to availability, on the terms and conditions to be established by the Declarant. As of

the date of this Disclosure Statement, it is anticipated that ownership of Locker Units will be limited to owners of a Residential Unit within the Condominium, and leasing/renting of Locker Units will be limited to owners and tenants of Residential Units within the Condominium.

The Declarant may also retain ownership of any Locker Units not sold to Purchasers and may dispose of its interest in Locker Units retained by it in accordance with the terms of the Declaration. Furthermore, the Declarant, in its sole discretion, may convey any unsold Locker Units to the Corporation and if the Declarant decides to do so, it will be the duty and obligation of the Corporation to accept, within thirty (30) days of being requested, a conveyance of such Locker Units.

In addition to the various types of units described in this Section 4.3, the Condominium will be subject to various rights, rights-of-way and easements through and over those portions of the Condominium necessary for the supply of all utilities and services to the Condominium and for access.

The Declarant reserves the right to increase or decrease the final number of the Residential Units, Parking Units, Locker Units and the other ancillary units intended to be created within this Condominium, as well as the right to alter the design, style, size and/or configuration of the Units ultimately comprised within this Condominium, all in the Declarant's sole and absolute discretion, on the express understanding that the final budget for the first year following registration of the Condominium will be prepared in such a manner so that any such variance in the unit count will not affect, in any material or substantial way, the percentages of common expenses and common interests allocated and attributable to those Residential Units sold prior to the date that any such variance is implemented by the Declarant.

#### 4.4 Utilities/Television/Telephone/Refuse Collection/Mail

##### (a) Metering of Hydro, Gas and Water for Residential Units

It is currently anticipated that consumption within the Residential Units of electricity (hydro), gas, hot and cold water services, and possibly the heating/cooling ("BTU") (collectively, the "**Metered Utilities**") will be separately metered or check metered or sub-metered by a third party company (collectively, the "**Meter Reading Company**"), in order to apportion and bill attributable costs amongst the owners of the Residential Units and the Condominium (for common element utility consumption) based on usage.

As a result, the cost of the Metered Utilities for each Residential Unit shall not form part of the common expenses allocable to such Unit, but rather, the owner or occupant of each Residential Unit shall be responsible for payment of all costs and expenses for the Metered Utilities consumed within such Residential Unit at the rates charged by the applicable utility supplier, together with administrative and other fees charged by the Meter Reading Company.

The Meter Reading Company may also make a capital contribution to the metering system in the Building, including the Condominium by, among others things, designing, supplying, commissioning and/or installing the separate meters within the Building. Notwithstanding the installation of the meters in the Building, the meters shall not be characterized as fixtures or form part of the common elements of the Condominium and shall be owned by the Meter Reading Company at all times. The cost of the above contribution may be amortized into the monthly utility costs billed to the unit owners. The Declarant, the Condominium, unit owners and/or occupants shall not, directly or indirectly, interfere with the operation of, or remove, relocate, suspend, disconnect, alter, terminate or damage the meters. The locations of the meters have not yet been determined and are subject to approval and/or variation by the utility authorities.

The Meter Reading Company shall have the right to attach markings or identification plates to the meters in order to give notice of its ownership interest. The Condominium and/or the unit owners shall not alter or interfere with such markings or identification plates whatsoever. All plans, specifications and other information relating to the meter system shall clearly identify the Meter Reading Company's ownership interest in the meters. In addition, the Meter Reading Company shall have the right to register notice of its ownership interest in the meters against title to the Condominium and the units in a manner acceptable to the Meter Reading Company.

In the event that separate meters or check meters are unavailable or not practicable, the Declarant reserves the right, in its sole and absolute discretion, to bulk meter the cost of one or more of the Metered Utilities, which cost shall then be divisible and

apportioned amongst the Owners in accordance with the Budget and will comprise a component of the monthly common expenses.

The Declarant currently expects to enter into an agreement with the Meter Reading Company. This agreement will require the Condominium, after its creation, to enter into a similar agreement with the Meter Reading Company (the “**Meter Reading Agreement**”). The Declarant hereby advises purchasers as follows with respect to these agreements with the Meter Reading Company:

- (i) The Meter Reading Company shall be responsible for operating the utility distribution system in accordance with the terms of the Meter Reading Agreement. In this regard, the Meter Reading Company (and employees, agents, contractors, consultants and other personnel) shall have the right in the nature of an easement to access the Condominium for the purpose of complying with its obligations pursuant to the Meter Reading Agreement, which rights may be reflected in an easement to be registered against title to the Property.
- (ii) Each owner or occupant of a unit shall enter into a separate Supply and Services Agreement with the Meter Reading Company, and deliver same to the Meter Reading Company, on or before taking occupancy of their unit, as applicable, in accordance with the Meter Reading Company’s standard form agreement.
- (iii) Each owner or occupant of a unit may be required to pay a security deposit to the Meter Reading Company on or before taking occupancy of their unit and the Meter Reading Company shall have the right to conduct credit checks on each such owner or occupant.
- (iv) In the event that an owner or occupant of a unit fails to pay any amount owing to the Meter Reading Company when due, the Meter Reading Company shall employ normal collection practices which includes terminating the supply of utilities to the unit until all amounts owing by such owner or occupant to the Meter Reading Company have been paid in full.
- (v) The Meter Reading Company (and its employees, agents, contractors, consultants and other authorized personnel) shall have unimpeded access at all reasonable times to all areas of the Condominium, save and except the Residential Units, for the purposes of exercising its rights and/or complying with its obligations pursuant to the Meter Reading Agreement, subject, where applicable, to the reasonable requirements of the Declarant and/or Condominium relating to safety and security from time to time to the extent the Meter Reading Company is notified of the same. The Meter Reading Company shall be supplied with keys to access the common areas of the Condominium, including areas containing the meters and sensitive parts of the meter reading system. Such keys will be secured in a Meter Reading Company lockbox located on-site in an accessible location. Access to the areas containing the meters and sensitive parts of the meter reading system shall be restricted to the Meter Reading Company, the Declarant, the Condominium, any utilities and their respective employees, agents, contractors, consultants and other authorized personnel. The Condominium shall keep the areas containing the meters and sensitive parts of the meter reading system locked and secure at all times.
- (vi) The Condominium shall arrange for the Meter Reading Company (and its employees, agent, contractors, consultants and other authorized personnel) to have access at all reasonable times to the Residential Units. Other than in the case of an emergency, the Meter Reading Company shall provide the Condominium or the owners at least twenty-four (24) hours’ notice of any required access to any unit unless the relevant owner and/or occupant consents to the Meter Reading Company’s access.
- (vii) The Condominium and the Residential Unit owners shall not, directly or indirectly, interfere with the operation of, or remove, relocate, suspend, disconnect, alter, terminate or damage, the Meter Reading Company meters and should the Condominium or the Residential Unit owners become aware of any occurrence of vandalism, tampering, interference or misuse of the Meter Reading Company meters by any person (including an owner and/or occupant or a unit), the Condominium and/or the Residential Unit owner shall exercise all lawful rights and remedies available to them under prevailing legislation, contract, criminal law or common law to prevent or restrain such vandalism,

tampering or interference or misuse and shall provide the Meter Reading Company with prompt notice of such vandalism, tampering, interference or misuse and shall indemnify and save harmless the Meter Reading Company and its affiliates and their respective officers, directors, trustees, employees and agents from any losses, costs, expenses or damages, or any claims, demands or actions alleging losses, costs, expenses or damages, including, in each case, reasonable legal fees and all settlement costs arising out of any vandalism, tampering interference or misuse of the Meter Reading Company meters by any person other than the Meter Reading Company and its affiliates and their respective officers, directors, trustee, employees and agents.

- (viii) The Condominium and/or the Residential Unit owners shall forthwith report to the Meter Reading Company any breach of security relating to the areas containing the meters and sensitive parts of the meter reading system and/or any damage to any part of the meter system and/or the meters forthwith after any such matter is brought to their attention.
- (ix) The Meter Reading Agreement will provide that if such agreement is terminated pursuant to Section 112 of the Act or otherwise, the Meter Reading Company shall be permitted to remove its meters (or any part thereof) from the Condominium and/or recover from the Condominium its capital investment in the Condominium, the utility distribution system and all associated termination, disconnection and removal costs.

(b) Bulk Consumption of Utilities for the Common Elements

Utility consumption by the Condominium in respect of the common elements of the Condominium, including electricity (hydro), gas and hot/cold water, and possibly heating and cooling service for the common elements shall be bulk metered and comprise part of the common expenses and is included in the Budget Statement. The location of the meters has not yet been determined and remains subject to approval and/or variation by the utility authorities.

(c) Telecommunication Services

Each Residential Unit will be provided with wiring and/or other mechanism for delivery of television and telecommunication services (the “**Telecommunication Services**”). Telecommunication Services will not be provided on a bulk basis and each owner of a Residential Unit will therefore have to contract independently with suppliers of all Telecommunication Services.

The Declarant has/or will enter into an easement agreement with one or more suppliers of Telecommunication Services as selected by the Declarant in its sole and absolute discretion (the “**Telecommunications Suppliers**”) for the installation, maintenance and repair of Telecommunication Services in the Condominium. Such agreement(s) will not be subject to immediate termination pursuant to the Act. Although the Telecommunication Suppliers will not have exclusive rights to provide Telecommunication Services to the Condominium, the wiring installed in the Condominium to carry telecommunication signals will be the property of the Telecommunications Suppliers that provides it. Each Telecommunications Supplier will continue to have the right to use the inside wire provided by it without interference to provide communication service as long as and to the extent that the subscribers serviced by any inside wire of such Telecommunications Suppliers wish to subscribe for Telecommunication Services from such Telecommunications Suppliers.

(d) Refuse Collection and Recycling

As of the date of this Disclosure Statement, it is anticipated that public/municipal refuse collection will be provided to the Condominium, however, should circumstances change, the Declarant reserves the right to arrange for private refuse collection for the Condominium, all at the sole and absolute discretion of the Declarant. The cost of refuse collection, including if applicable the transporting of refuse from the refuse storage area to the designated outside refuse collection area, whether ultimately public or private, will be a common expense of the Condominium. Recycling of refuse is required by the municipality.

Purchasers are advised that the Building does not contain a garbage chute system for waste disposal and accordingly, there will not be a waste disposal chute on each floor. Rather, residents shall be obligated to take their refuse and recyclables down to the garbage room to dispose of such materials in the applicable bins. All refuse must be disposed of by owners in accordance with the rules of the Corporation.

(e) Mail Delivery

It is currently intended that Owners will not receive mail delivery on a door to door basis but will be required to retrieve mail from a mailbox facility or room anticipated to be located within the ground floor of the Building in a location within the Condominium to be designated by the Declarant, subject to any requirements of Canada Post.

4.5 Recreational and Other Amenities(a) Amenities To Be Provided

It is contemplated that the Declarant will provide the following recreational and other interior amenities in the Condominium:

- (i) Multipurpose room with kitchenette;
- (ii) Outdoor seating area with landscaping;
- (iii) Long term bicycle parking room;
- (iv) Lobby with parcel room/area;
- (v) Dog wash area;
- (vi) Visitor bicycle storage.

(b) Restrictions for Amenities

- (i) Only the owner(s) of Residential Units who reside within the Condominium and tenants of non-resident owners, and their respective household and invited guests shall have the use of the amenities and facilities to be contained, as described above, within this Condominium, subject to the Rules of the Condominium. For certainty and greater clarity, Residential Unit owners who do not reside in their Residential Units shall not be permitted to use the amenities and facilities.
- (ii) The Declarant shall determine the type of furnishings and equipment to be provided for the amenity and recreational facilities and other common element areas within this Condominium, in its sole and absolute discretion, and same may be provided after registration of the Condominium under the Act.
- (iii) The amenities are presently conceptual. Other amenities may be substituted for the amenities listed above or additional amenities may be provided, or the location of the amenities may be altered, as deemed necessary by the Declarant in its sole and absolute discretion.

(c) Commencement and Completion Dates for Construction of Amenities

Construction for the amenities to be contained within the Condominium is anticipated to commence late winter of 2023 and the proposed date for their completion is the summer of 2024. Please note, however, that the foregoing anticipated dates may be delayed due to delays in construction commencement, delays to strikes and other labour disruptions, as well as shortages of material(s) and equipment, pandemics, or due to inclement weather conditions, or by other causes or events within or beyond the Declarant's control. Notwithstanding the foregoing, completion of the said amenities will occur within eighteen (18) months following registration of the Condominium.

(d) Amenities To Be Provided During the Period of Interim Occupancy

It is unlikely that any of the amenities to be contained within the Condominium will be operational and available for use or enjoyment by any unit purchasers during their respective periods of interim occupancy.

4.6 Easements

The Condominium will have the benefit of, and be subject to, those easements as disclosed by the registered title and created in Schedule "A" to the Declaration. In addition to the easements existing and noted on title to the Property as of the date of this Disclosure Statement, including an easement with the owner of the lands to the west of the Condominium for maintenance purposes, further easements are contemplated to be registered including without limitation, rights to permit construction (including, but not limited to tie backs, tie rods, crane swing and hoarding), rights for vehicular and pedestrian access, ingress and egress (if required), including for loading, garbage removal, moving, parking, as well as easements

relating to the Meter Reading Agreement(s) provided to the Condominium by the respective service providers. The Condominium may receive and may be subject to easements as required for the purpose of providing access to servants, agents and contractors, to maintain, repair, replace or service any equipment, system or any other item provided by any utility; and for easements in favour of the Declarant for the purpose of providing access for contractors, installation of facilities and other associated easements required for the construction of the Condominium or any other easements which may be required by the applicable approval authority.

The Declarant and the Corporation shall each be obliged to act in a prudent and reasonable manner, in exercising its rights to any easement granted or provided for under the Declaration, so as to minimize undue interference occasioned to the party burdened by such easement, including, but not limited to, the temporary interruption and loss of service occasioned thereby. The Condominium may be subject to various easements in favour of service providers for the installation, maintenance and repair of services.

#### 4.7 Visitor Parking

As set out above, it is anticipated that approximately four (4) visitor parking spaces will be created on Level A of the Parking Garage of the Condominium accessed by the car parking elevator and subject to availability, visitors to the Condominium will be able to park within the designated visitor parking spaces, on a first come first serve basis, subject to the Rules and regulations in force from time to time. As previously noted, it is the Declarant's current intention that the visitor parking spaces will be available to visitors of the Residential Units, subject to the rules of the Corporation in force from time to time. Notwithstanding the foregoing, the Declarant reserves the right, in its sole and absolute discretion, to reduce the number of visitor parking spaces to the minimum number required by the applicable zoning by-laws.

#### 4.8 Car Share

Each Owner of a Residential Unit in the Condominium will receive free of charge a one (1) year membership in a local Car Share Program (provided the owner qualifies for membership in accordance with its rules and regulations). Should the membership registration include a refundable deposit, this will remain the property of the Declarant and be returned to the Declarant in the event that the membership is cancelled. Once owners are registered in the Car Share Program, they will be entitled to all privileges of membership in the program and will be subject to all of the program's fees, rules, regulations and qualifications. It is anticipated that during the first two year(s) after the registration of the Condominium, the operator of the Car Share Program will station one (1) vehicle available only to residents of the Condominium.

The car share vehicle will be parked in the designated car share parking space located in the underground garage. All expenses associated with the Car Share Program are to be borne by the Condominium, including without limitation any annual membership fees, operating expenses and guaranteed revenue provisions with the Car Share Program. Purchasers are advised that the Corporation may, prior to the turnover meeting of the Corporation, enter into or assume one or more agreement(s) with the operator of the Car Share Program (or programs as the case may be) relating to the use of the Car Share Parking space by such provider. The aforesaid agreement(s) may be terminable agreement(s) pursuant to the termination provisions of the Act, however the Declarant advises that such contracts or agreements may be required by the zoning approvals for the Condominium and that the Car Share Parking space must be utilized as required by the applicable zoning requirements for the Condominium and as set out in the Declaration. The aforesaid zoning approvals may also require that certain types of vehicles, such as hybrid vehicles, are made available in the Car Share Parking space. Purchasers are advised that the Declarant reserves the right to (a) increase or decrease the number of Car Share Parking space; (b) establish the Car Share Parking space as part of the common elements of the Corporation; (c) retain the ownership of such Car Share Parking space for the operation of a car share program; (d) eliminate the Car Share Parking space and program from the Building altogether, and such changes shall not constitute a material change within the meaning of the Act.

Purchasers are advised that the Declarant has not yet made arrangements to this effect with an operator of a Car Share Program and accordingly, the provisions herein are subject to the Declarant making arrangements to this effect with an operator of a Car Share Program. Any change to the particulars of the Car Share Program, or the elimination of the Car Share Program in its entirety if arrangements with an operator of a Car Share Program cannot be finalized, shall not be deemed to be a material change to this Disclosure Statement.

### **V NO CONVERSION OF RENTED RESIDENTIAL PREMISES**

- 5.1 No building intended to be developed and constructed by the Declarant on the Property has been or will be converted from a previous use and the building(s) to be constructed on the

Property will be new construction. The Declarant has not made application pursuant to subsection 9(4) of the Act for the approval to convert previously used or existing rented residential premises to condominium tenure.

## **VI ONTARIO NEW HOME WARRANTIES PLAN ACT (“ONHWPA”)**

### **6.1 Applicability**

The Condominium and the Residential Units contained therein are subject to the *Ontario New Home Warranties Plan Act* (the “ONHWPA”).

### **6.2 Enrolment**

As at the date of this Disclosure Statement, the proposed units and common elements have not been enrolled under the ONHWPA. The Declarant intends to enrol the Residential Units and common elements in the Condominium, as may be required, pursuant to the ONHWPA in accordance with the regulations made under the ONHWPA.

### **6.3 Condominium Warranty Agreement**

Purchasers are advised that it shall be a duty of the Corporation 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 Homes Warranties Plan Act or by the Tarion Warranty Corporation, (ii) the Corporation’s only recourse against the Declarant for a final and binding resolution of any outstanding, incomplete or deficient construction items or any related matters in respect of the Condominium shall be through the process established for an administered by the Tarion Warranty Corporation, (iii) the Corporation, together with the Declarant, shall appoint and constitute the Tarion Warranty Corporation as the sole and final arbiter of all such matters, (iv) the Corporation shall indemnify and save the Declarant harmless from all actions, causes of action, claims and demands for damages or loss which are brought by the Corporation in contravention of the Warranty Agreement, including without limitation, any claim against any third party that has the right of contribution or indemnity against the Declarant, (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 respect of the Condominium 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 acknowledgement 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 assignees of the Declarant.

## **VII NO CONVERSION FROM PREVIOUS USE**

- 7.1 No building on the Condominium property, nor any proposed units, have been converted from a previous use. All buildings to be constructed on the Property and comprising the Condominium (in whole or in part) will constitute new construction.

## **VIII NON-RESIDENTIAL USE**

### **8.1 Commercial use**

None of the units nor parts of the common elements may be used for commercial or other purposes not ancillary to residential purposes.



## **IX      BLOCKS OF UNITS MARKETED TO INVESTORS**

- 9.1 The Declarant reserves the right to market Units in blocks to investors, but has no present intention of doing so. No restriction has been placed on the number of Units that may be purchased by an individual or a corporation. The Declarant may also impose conditions on leasing of units or may prohibit leasing of units during the period of time such units are ready for occupancy but prior to title being transferred to purchasers. The Declaration will provide that except for the Declarant (and its related and affiliated entities), no Unit Owner shall lease, license or otherwise permit occupancy of his or her Residential Unit for a term less than six (6) months and such lease or agreement shall not contain an early termination condition in favour of the tenant/occupant which would have the effect of creating a term of less than six (6) months. For greater clarity, peer-to-peer subleases and/or licenses such as those arranged by Airbnb and other similar providers of short-term/transient-uses shall not be permitted.

## **X      PORTION OF UNITS DECLARANT INTENDS TO LEASE**

- 10.1 While the Declarant intends to market and sell all of the Residential Units in this Condominium to individual unit purchasers, the Declarant reserves the right to lease any units in the Condominium to one or more third party tenants (particularly if the prevailing market makes it economically viable to do so, where sales are not easily achieved or obtainable), and accordingly, the portion of units (to the nearest anticipated 25 percent) that the Declarant intends or anticipates to lease is presently nil (0%) percent.

## **XI     DECLARATION, BY-LAWS, RULES AND MANAGEMENT AGREEMENT**

- 11.1 Accompanying this Disclosure Statement is a copy of the proposed Declaration, By-laws, Rules and Management Agreement.

## **XII    BRIEF DESCRIPTION OF SIGNIFICANT FEATURES OF VARIOUS AGREEMENTS SUBJECT TO TERMINATION**

- 12.1 Proposed Management Agreement (Section 111 of the Act)

- (a) The Corporation will enter into a Management Agreement with a condominium property manager to be selected by the Declarant in its sole and absolute discretion (the “**Manager**”) pursuant to which the Manager is to be the sole and exclusive representative and managing agent of the Corporation subject to overall control of the Corporation, for a period of three (3) years from the date of registration of the Declaration. The duties of the Manager are fully set out in the Management Agreement and do not include the duties of the directors and officers of the Corporation as set forth in the by-laws unless specifically stated otherwise in the Management Agreement. The Manager is entitled to act in the name of the Corporation in order to carry out the Corporation’s duties under the Declaration, the Act and the By-laws. The Manager will collect and expend the common expenses and supply monthly statements and annual budgets.
- (b) The Corporation is to pay the Manager for its managerial services the sum as set out in the Budget during the first year of the Management Agreement. The Management Agreement may be terminated by the Corporation pursuant to the provisions of Section 111 of the Act.
- (c) The duties of the Manager include enforcing the terms of the Declaration, By-Laws and Rules; advising the board of directors of the Condominium (the “**Board**”) as to any additional By-Laws or Rules which should be established to assist in the operation of the Property; collecting and receiving monies payable by the Owners and depositing same into the appropriate trust accounts; utilizing such funds to make payments of accounts including insurance, repairs and maintenance; attempting to collect delinquent accounts; keeping accurate accounts and records of financial transactions involved in the management of the Property.
- (d) The Manager may engage a parent or subsidiary corporation or person affiliated to perform any work or services for the Corporation subject to the restrictions set out in the Management Agreement. Upon registration of the Declaration and thereafter prior to the beginning of each fiscal year during the term of the Management Agreement, the Manager shall provide the Board with an estimated budget for the following year.
- (e) A copy of the proposed Management Agreement is included with this Disclosure Statement. Purchasers are advised to review the actual Management Agreement for

a complete understanding of the provisions contained therein. This summary is qualified in all respects by the Management Agreement itself.

## 12.2 Miscellaneous Agreements

### (a) Reserve Fund Study

The Condominium is obliged to establish and maintain one or more reserve funds to cover the costs of the major repair and replacement of the common elements and assets of the Condominium. In turn, the Condominium is obliged to retain an independent and qualified consultant to conduct a reserve fund study, for and on behalf of the Condominium, within the first year following registration, in accordance with the provisions of section 94(4) of the Act. The reserve fund study will confirm, amongst other things, the adequacy of the reserve fund, and the annual appropriation necessary to cover the anticipated repair and replacement costs of the common elements and other assets of the Condominium, based on their respective life expectancy. The reserve fund study must be updated on a periodic basis, at the times and in the manner prescribed by the Act. Pending the Condominium's receipt of the first reserve fund study and its implementation of a proposed funding plan with respect thereto (if same is necessary), the total amount of the contributions to the reserve fund shall in no case be less than 10% of the budgeted amount required for contributions to the common expenses, exclusive of the reserve fund.

The proposed first year Budget Statement makes specific reference to the estimated cost of retaining a qualified consultant to conduct the reserve fund study, for and on behalf of the Condominium. In the event that the non-declarant Board chooses to retain a consultant to undertake the reserve fund study at a cost or figure higher than the estimated price, then with respect to the Declarant's accountability for any deficiency in the first year Budget Statement arising pursuant to section 75 of the Act, it is the Declarant's stated position that it shall only be responsible for the amount of the estimated price, insofar as the cost of the reserve fund study is concerned, and that any expenditure in excess of said amount shall be the sole responsibility of the Condominium. Purchasers are hereby advised to carefully review the first year Budget Statement enclosed herewith for further details.

### (b) Performance Audit

The Condominium will be obliged to engage or retain a consultant [who holds a certificate of authorization within the meaning of the Professional Engineers Act, or alternatively a certificate of practice within the meaning of the Architects Act] to conduct a performance audit of the common elements on behalf of the Condominium, no earlier than 6 months and no later than 10 months following registration, in accordance with the provisions of Section 44 of the Act, and to inspect and report on the condition or state of repair of all major components of the building(s) comprising part of the common elements as specified by the Act. Before the end of the 11<sup>th</sup> month following the registration of the declaration, the person who conducts the performance audit is obliged to submit his or her report on the state of the deficiencies (if any) with respect to the common elements of the Condominium, to the Board, and to file such report with the Taron Warranty Corporation. Once such report has been filed with the Taron Warranty Corporation, it shall be deemed to constitute a notice of claim under the *Ontario New Home Warranties Plan Act*, R.S.O. 1990 as amended, for the deficiencies disclosed therein.

Pursuant to the provisions of the Declaration, the Condominium is obliged 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 while same is being conducted, and to provide the Declarant with at least fifteen (15) days written notice prior to the commencement of the performance audit, and to also permit the Declarant and its authorized employees, agents and representatives to carry out any repair or remedial work identified or recommended by the performance auditor in connection with the performance audit (if the Declarant chooses to do so) for the purposes of facilitating and expediting the rectification and audit process (and bringing all matters requiring rectification to the immediate attention of the Declarant, so that same may be promptly dealt with), and affording the Declarant the opportunity to verify, clarify and/or explain any potential matters of dispute to the performance auditor, prior to the end of the 11<sup>th</sup> month following the registration of the Condominium and the corresponding submission of the performance auditor's report to the Board and the Taron Warranty Corporation.

The proposed first year Budget Statement makes specific reference to the estimated cost of retaining a qualified consultant to conduct the performance audit. If the Declarant appointed Board enters into an agreement with a qualified consultant to conduct a performance audit, such agreement may be terminated by the Corporation pursuant to Section 112 of the *Act*. In the event that the Board chooses to retain a consulting engineer or architect to undertake the performance audit, at a cost or figure higher than the estimated price, then with respect to the Declarant's accountability for any deficiency in the first year budget arising pursuant to Section 75 of the *Act*, it is the Declarant's stated position that it shall only be responsible for the amount of the estimated price, insofar as the cost of the performance audit is concerned, and that any expenditure in excess of said amount shall be the sole responsibility of the Condominium. The Declarant will subsidize the cost of the performance audit as reflected in the Budget Statement. Purchasers are hereby advised to carefully review the first year Budget Statement enclosed herewith for further details.

(c) Financial Audit

The Condominium is obliged to retain the services of a qualified and independent chartered accountant or auditor, in order to have audited financial statements prepared as of the last day of the month in which the turnover meeting is scheduled to be held. These financial statements are obliged to be delivered by the Declarant to the Board within 60 days after the turnover meeting, in accordance with subsection 43(7) of the *Act*, but all such financial statements are to be prepared at the expense of the Condominium. In addition, the Condominium's auditor must prepare a set of annual audited financial statements in respect of the Condominium and the auditor must present said financial statements before the annual general meeting of the owners, and submit a formal report on such statements to the Condominium (on behalf of the owners) in accordance with the provisions of Sections 66 to 71 of the *Act*.

If the Declarant appointed Board enters into an agreement with a qualified accountant to prepare and conduct all requisite financial statement and audits required or prescribed by the *Act*, such agreement may be terminated by the Corporation pursuant to Section 112 of the *Act*. The proposed first year Budget Statement makes specific reference to the estimated cost of retaining a qualified accountant to prepare and conduct all requisite financial statements and audits required or prescribed by the *Act* during the first year of the Condominium's operation. In the event that the Board chooses to retain an accountant or auditor to prepare and conduct all requisite financial statements and audits during the first year, at a cost or figure higher than the estimated price, then with respect to the Declarant's accountability for any deficiency in the first year budget arising pursuant to section 75 of the *Act*, it is the Declarant's stated position that it shall only be responsible for the amount of the estimated price, insofar as the cost of the financial statements and audits are concerned, and that any expenditure in excess of said amount shall be the sole responsibility of the Condominium. Purchasers are hereby advised to carefully review the first year budget statement enclosed herewith for further details.

(d) Meter Reading Agreement

The Condominium may enter into a Meter Reading Agreement with the Meter Reading Company, the details of which are outlined in Section 4.4(a) of this Disclosure Statement. Such agreement, if entered into, will, among other things, confirm that the Meter Reading Company is the owner of the meters within the Condominium, will outline the Meter Reading Company's obligations with respect to operating the Metered Utilities within the Condominium and will confirm the rates and charges that the Meter Reading Company will be entitled to charge to the Corporation and unit owners. The Meter Reading Agreement may provide that in the event the Corporation cancels the contract during the first year after the registration of the Condominium in accordance with the terms of the *Act*, the Meter Reading Company will be entitled to charge the Corporation for its cost of the removal of its equipment from the Condominium as well as the undepreciated capital cost of such equipment at the time that the contract is canceled by the Corporation.

(e) Miscellaneous Contracts

The Declarant appointed Board will enter into such contracts as may be necessary or required for the provision of services to the Condominium including, without limitation, hydro, water, gas, landscaping, snow removal, pest control, elevator maintenance, window washing, garage sweeping and maintenance, garbage pick-up and disposal, provision of supplies, cleaning services, insurance, accounting services, and other such matters as may be required for the orderly operation of the business of the Corporation. Some or all of such contracts may be terminable under Section 112 of

the Act. In addition, the Declarant appointed Board will assume certain contracts as may be necessary and/or required by the Declarant or governmental authorities, including, without limitation, contracts relating to the Car Share Program and to the Art Object (if applicable).

### 12.3 Mutual Use Agreements (Section 113 of the Act)

The Declarant does not intend to enter into one or more agreements for the mutual use, provision or maintenance or cost-sharing of facilities or services.

### 12.4 Condominium Corporation Assumption of Agreements

Declarant intends to enter into various agreements and obligations as part of the development and construction of the Condominium, the integration of the Condominium within the Building and the requirements of one or more governmental authorities. Purchasers are advised that the Condominium will assume such agreements and obligations from the Declarant pursuant to one or more assumption agreements that will be entered into on or after the registration of the Condominium. Some of the agreements and/or obligations to be assumed by the Condominium include, without limitation, the obligations and liabilities pursuant to:

- (i) development agreement(s), site plan agreement(s), and other agreements with the applicable governmental authorities or agencies, and any related easements and/or restrictive covenants;
- (ii) construction easement, license and/or covenant agreements with neighbouring property owners;
- (iii) encroachment agreement(s), easement agreements and/or other agreements with one or more governmental authorities and/or agencies;
- (iv) tie backs, tie rods, crane swing and hoarding agreements;
- (v) heritage agreements or similar agreements as may be required by the applicable governmental authorities and/or administrative bodies;
- (vi) Record of Site Condition;
- (vii) the SDA (hereinafter defined);
- (viii) Meter Reading Agreement(s) and utilities sub-metering agreements;
- (ix) easement, licence and/or other agreement(s) with service providers and/or utilities; and
- (x) car share program.

### 12.5 Sanitary Discharge Agreement

Purchasers are advised that the discharge of private water (water not purchased from the City) including groundwater from the Property to the City sewage works may be prohibited by the relevant City regulations, subject to any exemption and the extent of same that may be granted by the City. Should such regulation(s) apply, the Declarant anticipates that it may not meet the relevant standards of the City that will permit the discharge of private water and/or groundwater into the City's sanitary sewer system and, accordingly, it is anticipated that the Condominium would, in such event, be obligated to enter into or assume a sanitary discharge agreement (the "**SDA**") with the City. The SDA shall provide that the Condominium must ensure that such discharged ground water is periodically tested and correspondingly meets or exceeds the acceptable chemical content limits outlined in, or prescribed by, the relevant City standards. The City may impose a charge as a fee for such discharge. Please be advised that the rate of discharge is affected by weather, developments that occur in the vicinity of the Condominium and natural changes in the underground flows of groundwater. In addition, the City may increase the levy rate for the discharge of private water and/or groundwater and is permitted to do so. An estimate of these charges is currently included as a common expense of the Condominium and reflected in the Budget Statement. However, should such water discharge charges increase from the estimate set out in the Budget Statement, the Budget Statement shall be revised to reflect such new costs and any such change(s) shall not constitute a material change within the meaning of the Act.

#### 12.6 Proposed Insurance Trust Agreement (Section 114 of the Act)

The Corporation is authorized to enter into an Insurance Trust Agreement with a trust company registered under the *Loan and Trust Corporations Act* or a chartered Bank (the “**Trustee**”). The Declarant does **NOT** intend to enter into an Insurance Trust Agreement with a Trustee for the first year of operation of the condominium.

#### 12.7 Condominium Warranty Agreement

As noted above in paragraph 6.3, Purchasers are advised that the Declarant intends to enter into the Warranty Agreement with the Corporation.

### **XIII AMALGAMATION**

#### 13.1 Statement regarding amalgamation

- (a) The Declarant does not intend to cause the Corporation to amalgamate with any other existing or proposed condominium corporation within sixty (60) days of the date of registration of the Corporation's declaration and description nor does the Declarant have any knowledge that the Corporation intends to amalgamate with another corporation.
- (b) No amalgamation is intended or proposed between this Condominium and any other existing or proposed condominium corporation. Accordingly, no amalgamation documentation is available nor enclosed herewith.

### **XIV BUDGET STATEMENT**

- 14.1 A Budget Statement for the one year period immediately following registration of the Declaration and the Description is included with this Disclosure Statement. Purchasers are advised that the Budget which accompanies this Disclosure Statement shall be increased at the rate of 7.5% per annum after October 31, 2024. After such date, the total operating costs reflected in the Budget shall be increased by 7.5% per annum with respect to all costs save and except for utility costs which may, in the sole and absolute discretion of the Declarant, be adjusted for the greater of the actual increase in such costs from the date of this Disclosure to the interim occupancy closing date for the first Residential Unit in the Condominium and 7.5% per annum, which increase for each utility shall be determined by the Declarant in its sole and absolute discretion. Purchasers are advised that reference to October 31, 2024, shall not be construed or interpreted as a representation or warranty by the Declarant that registration of the Condominium shall take place on or before such date.
- 14.2 Two of the largest components of the Budget are the costs attributed to condominium insurance and utilities. Purchasers are advised that, as a result of uncertainty in the condominium insurance industry and in the natural gas, electricity and water distribution markets, the Declarant's reasonable assumptions regarding such insurance and utility costs may be incorrect as a result of circumstances which are not capable of being accurately predicted as of the date of registration of the Condominium and which are beyond the Declarant's control. Consequently, prior to registration of the Condominium, the projected costs for such insurance and utilities shown in the Budget which accompanies this Disclosure Statement shall be updated to reflect market conditions as of the date of registration as an alternative to applying an assumed inflation factor to such projected costs as provided in the Budget (in the Declarant's sole and absolute discretion). The Budget which accompanies this Disclosure Statement and the common expenses applicable to each unit shall be revised accordingly. Purchasers specifically acknowledge and agree that any increase in insurance costs and/or utility costs from that which was originally represented in the Budget which accompanies this Disclosure Statement shall not be the responsibility of the Declarant, despite Section 75 of the Act. Purchasers acknowledge that the possibility of an increase in insurance and/or utility costs has been properly disclosed and, consequently, any increase shall not constitute a material change to the Disclosure Statement or such Budget. In addition, purchasers agree that this acknowledgement may be pleaded by the Declarant as a complete defense to any application or objection raised by purchasers in this regard.

### **XV FEES OR CHARGES TO BE PAID TO THE DECLARANT OR OTHERS**

- 15.1 There are no fees or charges that the Condominium is required or intended to pay to the Declarant or a subsidiary body corporate, holding body corporate or affiliated body corporate of the Declarant. There are no fees or charges that the Condominium is required or intended

to pay to any other person or persons, except as expressly provided or contemplated herein or in the proposed first year budget statement of the Condominium. Please refer to the first year budget statement for all projected or anticipated expenses of the Condominium and the corresponding services being provided.

- 15.2 There are no current or expected fees or charges to be paid by unit owners, or any of them, for the use of the common elements or part thereof or for the use of any other amenities related to the Property, other than the cost of maintenance, repair and management, included in the common expenses. Fees and charges, however, may be established in this regard by the Board elected by unit owners after the Declarant ceases to be the owner of a majority of the units.

**XVI RESCISSION RIGHTS (SECTION 73 OF THE ACT)**

- 16.1 The following is a copy of Section 73 of the Act which sets out the rescission rights available to a purchaser of a unit in the Condominium:

- “(1) A purchaser who receives a disclosure statement and the condominium guide under subsection 72 (1) may, in accordance with this section, rescind the agreement of purchase and sale before accepting a deed to the unit being purchased that is in registerable form.
- (2) To rescind an agreement of purchase and sale under this section, a purchaser or the purchaser’s solicitor shall give a written notice of rescission to the declarant or to the declarant’s solicitor who must receive the notice within 10 days of the latest of,
- (a) the date that the purchaser receives the disclosure statement;
  - (b) the date that the purchaser receives a copy of the applicable condominium guide under section 71.1; and
  - (c) the date that the purchaser receives a copy of the agreement of purchase and sale executed by the declarant and the purchaser.
- (3) If a declarant or the declarant’s solicitor receives a notice of rescission from a purchaser under this section, the declarant shall promptly refund, without penalty or charge, to the purchaser, all money received from the purchaser under the agreement and credited towards the purchase price, together with interest on the money calculated at the prescribed rate from the date that the declarant received the money until the date the declarant refunds it.”

**XVII RESCISSION RIGHTS UPON MATERIAL CHANGE (SECTION 74 OF THE ACT)**

- 17.1 The following is a copy of Section 74 of the Act which sets out what constitutes a “material change” and the rescission rights available to a purchaser of a unit in the Condominium in the event of a material change to the disclosure statement:

- “(1) Whenever there is a material change in the information contained or required to be contained in a disclosure statement delivered to a purchaser under subsection 72 (1) or a revised disclosure statement or a notice delivered to a purchaser under this section, the declarant shall deliver a revised disclosure statement or a notice to the purchaser.
- (2) In this section,
- “material change” means a change or a series of changes that a reasonable purchaser, on an objective basis, would have regarded collectively as sufficiently important to the decision to purchase a unit or proposed unit in the corporation that it is likely that the purchaser would not have entered into an agreement of purchase and sale for the unit or the proposed unit or would have exercised the right to rescind such an agreement of purchase and sale under section 73, if the disclosure statement had contained the change or series of changes, but does not include,
- (a) a change in the contents of the budget of the corporation for the current fiscal year if more than one year has passed since the registration of the declaration and description for the corporation,
  - (b) a substantial addition, alteration or improvement within the meaning of subsection 97 (6) that the corporation makes to the common elements after a turn-over meeting has been held under section 43,

**Note: On a day to be named by proclamation of the Lieutenant Governor, clause (b) of the definition of “material change” in subsection 74 (2) of the Act is repealed and the following substituted:**

- (b) a substantial modification, within the meaning of subsection 97 (9), that is an addition, alteration or improvement that the corporation makes to the common elements after a turn-over meeting has been held under section 43,
- (c) a change in the portion of units or proposed units that the declarant intends to lease,
- (d) a change in the schedule of the proposed commencement and completion dates for the amenities of which construction had not been completed as of the date on which the disclosure statement was made, or
- (e) a change in the information contained in the statement described in subsection 161 (1) of the services provided by the municipality or the Minister of Municipal Affairs and Housing, as the case may be, as described in that subsection, if the unit or the proposed unit is in a vacant land condominium corporation.

**Note: On a day to be named by proclamation of the Lieutenant Governor, the definition of “material change” in subsection 74 (2) of the Act is amended by striking out “or” at the end of clause (d) and by adding the following clauses:**

- (f) except as is otherwise prescribed, an increase of less than 10 per cent in the common expenses mentioned in any part of subsection 72 (6), determined in accordance with the regulations,
  - (g) except as is otherwise prescribed, an increase in the common expenses mentioned in any part of subsection 72 (6) if it is the result of the application, in the prescribed manner, of any prescribed taxes, levies or charges, or
  - (h) anything that is prescribed.
- (3) The revised disclosure statement or notice required under subsection (1) shall clearly identify all changes that in the reasonable belief of the declarant may be material changes and summarize the particulars of them.

**Note: On a day to be named by proclamation of the Lieutenant Governor, subsection 74 (3) of the Act is repealed and the following substituted:**

- (3) The revised disclosure statement or notice required under subsection (1) shall be prepared in accordance with the regulations, shall clearly identify all changes that, in the reasonable belief of the declarant, are or may be material changes and shall summarize the particulars of them in the prescribed manner.
- (4) The declarant shall deliver the revised disclosure statement or notice to the purchaser within a reasonable time after the material change mentioned in subsection (1) occurs and, in any event, no later than 10 days before delivering to the purchaser a deed to the unit being purchased that is in registerable form.

**Note: On a day to be named by proclamation of the Lieutenant Governor, subsection 74 (4) of the Act is amended by striking out “within a reasonable time” and substituting “as soon as reasonably possible”.**

- (5) Within 10 days after receiving a revised disclosure statement or a notice under subsection (1), a purchaser may make an application to the Superior Court of Justice for a determination whether a change or a series of changes set out in the statement or notice is a material change.
- (6) If a change or a series of changes set out in a revised disclosure statement or a notice delivered to a purchaser constitutes a material change or if a material change occurs that the declarant does not disclose in a revised disclosure statement or notice as required by subsection (1), the purchaser may, before accepting a deed to the unit being purchased that is in registerable form, rescind the agreement of purchase and sale within 10 days of the latest of,
- (a) the date on which the purchaser receives the revised disclosure statement or the notice, if the declarant delivered a revised disclosure statement or notice to the purchaser;
  - (b) the date on which the purchaser becomes aware of a material change, if the declarant has not delivered a revised disclosure statement or notice to the purchaser as required by subsection (1) with respect to the change; and

(c) the date on which the Superior Court of Justice makes a determination under subsection (5) or (8) that the change is material, if the purchaser or the declarant, as the case may be, has made an application for the determination.

(7) To rescind an agreement of purchase and sale under this section, a purchaser or the purchaser's solicitor shall give a written notice of rescission to the declarant or to the declarant's solicitor.

(8) Within 10 days after receiving a notice of rescission, the declarant may make an application to the Superior Court of Justice for a determination whether the change or the series of changes on which the rescission is based constitutes a material change, if the purchaser has not already made an application for the determination under subsection (5).

(9) A declarant who receives a notice of rescission from a purchaser under this section shall refund, without penalty or charge, to the purchaser, all money received from the purchaser under the agreement and credited towards the purchase price, together with interest on the money calculated at the prescribed rate from the date that the declarant received the money until the date the declarant refunds it.

(10) The declarant shall make the refund,

- (a) within 10 days after receiving a notice of rescission, if neither the purchaser nor the declarant has made an application for a determination described in subsection (5) or (8) respectively; or
- (b) within 10 days after the court makes a determination that the change is material, if the purchaser has made an application under subsection (5) or the declarant has made an application under subsection (8).

**Note: On a day to be named by proclamation of the Lieutenant Governor, section 74 of the Act is amended by adding the following subsections:**

(11) A person who is or was a purchaser may make an application to the Superior Court of Justice for an order under subsection (12).

(12) The court, if satisfied that the declarant has, without reasonable excuse, failed to comply with subsection (1), (3), (4), (9) or (10),

- (a) shall order that the declarant pay damages to the person for the loss that the person incurred as a result of the declarant's acts of non-compliance with subsection (1), (3), (4), (9) or (10), as the case may be;
- (b) shall order that the declarant pay the person's costs of the application;
- (c) may order the declarant to pay to the person an additional amount not to exceed \$10,000; and
- (d) may order the declarant to comply with subsection (1), (3), (4), (9) or (10), as the case may be."

## **XVIII INTEREST ON DEPOSITS**

18.1 Pursuant to subsection 82(8) of the Act, the Declarant is entitled to retain the excess of all interest earned on money held in trust over the interest the Declarant is required to pay to the purchaser under Section 82 of the Act.

## **XIX USE OF COMMON ELEMENTS**

19.1 The Declarant does not intend to permit any part of the common elements to be used for commercial or other purpose not ancillary to residential purposes. The Declarant does not intend to create units which will be utilized for commercial or other purposes not ancillary to residential purposes. None of the common elements are proposed to be leased or subject to any licence.

## **XX MAJOR ASSETS TO BE PROVIDED BY DECLARANT**

20.1 The Declarant does not intend to provide major assets or property to the Corporation. The Declarant shall determine the type of furnishings and equipment to be provided for the Condominium and in connection with all or any other amenity areas of the Condominium and common elements in its sole and absolute discretion, including one or more object(s) of public art, if applicable, and same may be provided, if applicable, after registration of the Condominium under the Act. Without limiting the generality of the foregoing, purchasers are advised that furniture or furnishings displayed on renderings are artistic renderings and may



not match the furniture and/or furnishings ultimately provided.

**XXI UNITS, ASSETS OR SERVICES THE CORPORATION MUST PURCHASE FROM THE DECLARANT**

- 21.1 Other than as provided for in this Disclosure Statement or in the Budget, there are no units, assets or services that the Corporation is required to purchase or acquire nor are there any agreements or leases that the Corporation must enter into with the Declarant or a subsidiary body corporate, holding body corporate or affiliated body corporate of the Declarant.

**XXII ADJOINING LANDS**

- 22.1 As of the date of this Disclosure Statement, neither the Declarant nor any subsidiary body corporate, holding body corporate or affiliated body corporate owns any lands adjoining the Property.

**XXIII RULES**

- 23.1 Purchasers are hereby advised that pursuant to Section 58 of the Act, the Board may make, amend or repeal rules respecting the use of the units and common elements, in order to promote the safety, security and/or welfare of the owners and of the property and assets of the Condominium, or to prevent unreasonable interference with the use and enjoyment of the common elements, the units and/or the assets of the Condominium. The rules shall be reasonable and consistent with the provisions of the Act, the declaration and the by-laws of the Condominium. 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 same, or unless the rule (or an amendment to a rule) that has substantially the same purpose or effect as a rule that the owners have previously amended or repealed within the preceding two years, in which case such rule or the amendment thereto 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 and convened, 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.

The rules shall be complied with and enforced in the same manner as the by-laws of the Condominium, but the owners may, at any time, and from time to time, amend or repeal a rule at a meeting of owners duly called for that purpose, and for greater certainty, each of the rules shall be observed by all owners, and by all residents, tenants, invitees and licensees of the units.

Purchasers should pay specific attention to the proposed rules of the Condominium accompanying this Disclosure Statement, which will be adopted and approved by the Board of the Condominium following the registration of the declaration, in accordance with the provisions of the Act. Amongst other things, these rules restrict, regulate or otherwise deal with alterations to the common elements, the disposal of garbage, the emission of noise, the obstruction of walkways, the parking of vehicles, the planting of flowers, the utilization and installation of barbecue equipment, the storage or placement of patio furniture, the keeping of pets and the implementation of any repair work between certain designated hours.

Purchasers should also note that all costs and damages incurred by the Condominium as a result of a breach of any of the rules committed by any owner (or by such owner's tenants or guests) shall be borne by such owner and be recoverable by the Condominium against such owner in the same manner as common expenses.

**XXIV MISCELLANEOUS MATTERS**

**NOTE: Any capitalized terms herein are to be defined as per the agreement of purchase and sale in the case of a conflict or inconsistency.**

- 24.1 Telecommunication services for each Residential Unit are to be paid for directly by the owner.
- 24.2 The Condominium may be subject to various easements in the nature of a right of way in favour of adjoining and/or neighbouring land owners for utilities, construction and to permit ingress and egress to those properties, as well as easements relating to tie backs, tie rods, crane swing and hoarding.
- 24.3 The Purchaser hereby acknowledges that noise levels caused by the Condominium's mechanical equipment, the loading and unloading of vehicles and the daily operation of

businesses within the vicinity of the Building may occasionally cause noise and inconvenience to Unit occupants.

- 24.4 The Purchaser acknowledges that it is anticipated by the Declarant that in connection with the Declarant's application to the appropriate governmental authorities for draft plan of condominium approval certain requirements may be imposed upon the Declarant by various governmental authorities. These requirements (the "**Requirements**") usually relate to warning provisions to be given to Purchasers in connection with environmental or other concerns (such as warnings relating to noise levels, the proximity of the building to major streets and similar matters). Accordingly, the Purchaser covenants and agrees that (1) on either the Occupancy Date or the Title Transfer Date, as defined in the Agreement of Purchase and Sale, as determined by the Declarant, the Purchaser shall execute any and all documents required by the Declarant acknowledging, inter alia, that the Purchaser is aware of the Requirements, and (2) if the Declarant is required to incorporate the Requirements into the final condominium documents the Purchaser shall accept the same, without in any way affecting this transaction.
- 24.5 The Purchaser is hereby advised that the Declarant's builder's risk and/or comprehensive liability insurance (effective prior to the registration of the Condominium), and the Condominium's master insurance policy (effective from and after the registration of the Condominium) will only cover the common elements and the standard unit and will not cover any betterments or improvements made to the standard unit, nor any furnishings or personal belongings of the Purchaser or other residents of the Unit, and accordingly the Purchaser should arrange for his or her own insurance coverage with respect to same, effective from and after the Occupancy Date, all at the Purchaser's sole cost and expense and in accordance with the Occupancy License appended to and forming part of the Agreement of Purchase and Sale.
- 24.6 The Purchaser is hereby advised and acknowledge that:
- (a) noise levels caused by the Condominium's cooling tower, emergency generator, automated car elevator, bank of elevators, mechanical equipment, move-in bays and ancillary moving facilities and areas, and by the Condominium's indoor and outdoor recreation amenities and facilities, as well as equipment within the Residential Unit, including, without limitation the head pump, may occasionally cause noise and inconvenience to the residential occupants;
  - (b) noise levels caused by the Condominium's mechanical equipment, the loading and unloading of vehicles and the daily operation of businesses within the vicinity may occasionally cause noise and inconvenience to Unit occupants;
  - (b) as and when the Condominium is still under construction and when other residential units in the Condominium are being completed and/or moved into, excessive levels of noise, vibration, dust and/or debris are possible, and same may accordingly temporarily cause noise and inconvenience to the residential occupants; and
  - (c) certain businesses which are permitted including, but not limited to, restaurants and cafes may produce noises and/or odours that may cause inconvenience to the residential occupants.
- 24.7 The Purchaser is advised that despite the inclusion of noise control features in this development area and within the dwelling units, noise levels from increasing road traffic on Finch Avenue West, commercial operations in the vicinity of the Building, as well as noise and vibration from public transit (TTC), traffic and operations along Finch Avenue West, (as well as future L.R.T. operations), pedestrian uses along the public walkways, may continue to be of concern, occasionally interfering with some activities of the dwelling occupant as the noise level exceeds the City's and the Ministry of Environment, Conservation and Parks noise criteria. Air conditioning has been installed to achieve adequate interior sound levels. All dwelling units will be equipped with central air conditioning.
- 24.8 The Purchaser is advised and acknowledges that one or more of the development agreements with the City may require the Condominium to provide the Purchaser with certain notices, including without limitation, notices regarding such matters as land use, the maintenance of retaining walls, landscaping features and/or fencing, noise abatement features, garbage storage and pick-up, school transportation, and noise/vibration levels from adjacent roadways, public transit, and/or nearby railway lines or airports. The Purchaser hereby agrees to be bound by the contents of any such notice(s), whether given to the Purchaser at the time that the Agreement of Purchase and Sale has been entered into, or at any time thereafter up to the Occupancy Date, and the Purchasers further covenant and agree to execute, forthwith upon the Condominium's request, an express acknowledgment confirming the Purchaser's receipt of such notice(s) in accordance with (and in full compliance of) such provisions of the Development Agreement(s), if and when required to do so by the Condominium.

- 24.9 The Purchaser is advised and acknowledges that the Declarant reserves the right to increase or decrease the final number of Residential Units, Parking Units, Locker Units, and/or other ancillary units intended to be created within the Condominium, as well as the right to alter the design, style, size and/or configuration of the Residential Units ultimately comprised within the Condominium which have not yet been sold by the Declarant to any unit purchaser(s), all in the Declarant's sole and absolute discretion, and the Purchaser expressly acknowledges and agrees to the foregoing, provided that the final budget for the first year following registration of the Condominium is prepared in such a manner so that any such variance in the Residential Units, Parking Units, Locker Units, and/or other ancillary unit count will not affect, in any material or substantial way, the percentages of common expenses and common interests allocated and attributable to the Residential Units, Parking Units and/or Locker Units sold by the Declarant to the Purchaser. Without limiting the generality of the foregoing, Purchasers further acknowledge and agree that one or more Residential Units situate adjacent to one another may be combined or amalgamated prior to the registration of the Condominium, in which case the common expenses and common interests attributable to such proposed former units will be incorporated into one figure or percentage in respect of the final combined Unit, and the overall Residential Unit count of the Condominium will be varied and adjusted accordingly. None of the foregoing changes or revisions (if implemented) shall in any way be considered or construed as a material change to this Disclosure Statement.
- 24.10 The Purchaser hereby acknowledges and agrees that the Declarant cannot guarantee (and will not be responsible for) the arrangement of a suitable move-in time for purposes of accommodating the Purchaser's occupancy of the residential unit on the Occupancy Date, (or any acceleration or extension thereof as hereinbefore provided), and that the Purchaser shall be solely responsible for directly contacting the Declarant's customer service office or property management office in order to make suitable booking arrangements with respect to the Condominium's service elevator, if applicable (with such booking being allotted on a "first come, first served" basis), and under no circumstances shall the Purchaser be entitled to any claim, refund, credit, reduction/abatement or set-off whatsoever against any portion of the Purchase Price, or against any portion of the common expenses or other adjustments with respect thereto (nor with respect to any portion of the monthly occupancy fees so paid or payable, if applicable) as a result of the service elevator not being available to accommodate the Purchaser moving into the Condominium on (or within any period of time after) or the Occupancy Date (or any acceleration or extension thereof, as aforesaid).
- 24.11 The Declarant may, in its sole and absolute discretion, provide one or more objects of art (being the Art Object referred to in Section 4.2 hereof) visible to the public, and the Declarant may, at its sole and absolute discretion, either transfer the Art Object to the Condominium or convey the Art Object to a governmental authority including the City or a charitable body. In either event, if the Declarant provides an Art Object, the Condominium will be obligated to maintain the Art Object.
- 24.12 The Purchaser acknowledges that it is currently contemplated that the snow removal for the site, may not be completed by the City of Toronto. The Purchaser acknowledges that the property may be subject to an agreement addressing snow removal and the cost of same will be included in the common expense fees.
- 24.13 The Purchaser is advised that noise and/or odour levels from surrounding commercial businesses and other operations, may be of concern and occasionally interfere with some activities of the Unit occupants as the sound levels may exceed the City of Toronto's and the Ministry of Environment, Conservation and Parks noise criteria.
- 24.14 The Purchaser acknowledges and agrees that the Declarant (and any of its authorized agents, representatives and/or contractors), as well as one or more authorized representatives of the Condominium, shall be permitted to enter the Unit after the Title Transfer Date, from time to time, in order to enable the Declarant to correct outstanding deficiencies or incomplete work for which the Declarant is responsible, and to enable the Condominium to inspect the condition or state of repair of the Unit and undertake or complete any requisite repairs thereto (which the owner of the Unit has failed to do) in accordance with the Act.
- 24.15 The Purchaser acknowledges and agrees that the Declarant reserves the right to add or relocate certain mechanical equipment within the Unit, including, but not limited to, a fan coil or heat pump system and ancillary equipment, to be located and placed along either the interior of an outside wall or an interior demising wall, in accordance with engineering and/or architectural requirements.
- 24.16 The Declarant shall have the right to substitute any level in the Condominium with an alternative floor plate containing a modified design of units and/or number of units on the level. In the event that such modification becomes necessary, there shall be a reallocation of each purchaser's proportionate percentage and the Budget shall be modified accordingly and the units and level numbers shall be re-numbered accordingly. The Purchaser acknowledges that

none of the foregoing changes or revisions (if implemented) shall in any way be considered or construed as a material change to the disclosure statement prepared and delivered by the Declarant to the Purchaser in connection with this transaction.

24.17 The Purchaser is advised that typical noise associated with the use of the amenity space and mechanical facilities may occasionally interfere with some activities within the Unit. The Purchaser acknowledges that he/she has reviewed the draft condominium plan provided to him/her within this Disclosure Statement and, in consideration of both their location on a particular level and their location beneath or above certain amenities and mechanical facilities, is satisfied with respect to their proximity to the proposed amenities and mechanical facilities located on their respective level.

24.18 The Purchaser is advised that the Declarant's marketing material including, but not limited to, sales office displays, building models, suite vignettes, building renderings, floor plans and site drawings and renderings ("**Marketing Material**") which they may have reviewed prior to the execution of this Agreement are not to scale, remain conceptual, and final building plans are subject to the final review and approval of any applicable governmental authority and the Declarant's design consultants and engineers, and accordingly such Marketing Material does not form part of this Agreement or the Declarant's obligations hereunder. Without limiting the generality of the foregoing, the depiction of hard and soft landscaping features on Finch Avenue West on the Marketing Material is conceptual and do not form part of the Vendor's obligations. Streetscaping Marketing material is conceptual only and is subject to municipal approval and contribution by others to its cost.

24.19 The Purchaser acknowledges being advised of the following notices:

- (a) Whereas, despite the best efforts of the Toronto Catholic District School Board, sufficient accommodation may not be available for all anticipated students at local schools, you are hereby notified that it may be necessary for Elementary and/or Secondary students from this development to be accommodated in facilities outside of the community depending on availability of space
- (b) Despite the best efforts of the Toronto District School Board, sufficient accommodation may not be available in the neighbourhood schools for all students anticipated from the development area. Students may be accommodated in school facilities outside the neighbourhood or students may later be transferred to other school facilities. For information regarding designated school(s), please call 416-394-7526. Residents agree that for the purpose of transportation to school, if bussing is provided by the Toronto District School Board in accordance with the TDSB's bussing policy, students will not be bussed from their home to the school facility, but will meet the bus at designated locations in or outside of the area.

The above warning clauses (including this sentence) shall, for a period of ten years following registration of this Site Plan Agreement, be included in all agreements of purchase and sale and all tenancy agreements (including agreements to lease or rent) for residential units in the development covered by this Site Plan Agreement.

24.20 The Purchaser is advised and acknowledges that windows in all Residential Units may be tinted to increase the building's overall energy efficiency and may, if required by the applicable governmental authorities be treated with a high density pattern of decals, sunshades, fritted glass or window film, all at the Vendor's sole and absolute discretion. If the foregoing applies, the Purchaser is advised that window treatments will cause some obstruction of view through the glass.

24.21 The Purchaser is advised and acknowledges that car elevator wait times may vary according to various factors, including without limitation, elevator usage by residents and visitors to the Condominium, increased elevator usage at certain times of the day, the performance of maintenance and repairs to elevators. The Purchaser acknowledges that it shall have absolutely no claim or cause of action against the Vendor, including without limitation, a claim for a refund, credit, reduction/abatement or set-off whatsoever against any portion of the Purchase Price of the Unit, or against any portion of the monthly Occupancy Fees so paid or payable as a result of any elevator wait time delays.

- 24.22 Various nearby commercial businesses, including schools, churches and restaurants, are located within the vicinity of this residential development. Off-site impacts, including odours, emissions and noise from these institutions, businesses or commercial areas may be expected, as well as noise, emissions, and other impacts arising from future redevelopment of lands in the vicinity of the Condominium.
- 24.23 Purchasers/tenants are advised that due to the proximity of the neighbouring commercial and institutional buildings, sound from these uses may, at times, be audible.
- 24.24 The Purchaser is advised that windows in all Residential Units and/or the railings on the adjacent balconies or terraces, as the case may be, may be tinted to increase the building's overall energy efficiency and may be treated with a high density pattern of decals, sunshades, fritted glass or window film.
- 24.25 The Purchaser is advised that the balconies and/or terraces appurtenant to the residential units may be occupied and/or utilized, from time to time, by the Vendor, the Condominium Corporation, and/or the Condominium Corporation's property manager for the purpose of inspecting, repairing, replacing, and/or cleaning of any windows, window systems and/or the façade of the Condominium. The Purchaser shall not object and/or restrict, hinder or delay such access, occupation, and use of the balconies and/or terraces.
- 24.26 Purchasers are advised that the Condominium is located within 300 metres of a hydro corridor with a Hydro One transmission line. The hydro corridor is intended to receive minimal level of maintenance and the owner thereof and utility provider will not be responsible for any inconvenience or nuisance which may present itself as a result of the current or any future use.
- 24.27 The Declarant is registered as a vendor with the New Home Warranty Program under the Ontario New Home Warranties Plan Act which is administered by Tarion Warranty Corporation. The purchaser is advised to become familiar with his or her rights under the warranty program, as set out in the Tarion Homeowner Information Package, and with the requirements to provide notices to Tarion with respect to any building deficiencies or the quality of workmanship items in order to make claims under the warranty program, including the following:
- (a) As part of the administration of the New Home Warranty Program a vendor/builder is required to conduct a Pre-Delivery Inspection (PDI) of all freehold homes and condominium units which is a formal record of the home's condition before the purchaser takes possession and which will be used as a reference for future warranty service requests.
  - (b) The purchaser is also advised that Tarion requires that the purchaser must notify Tarion of outstanding warranty items by submitting a "30-day Form" to Tarion at Tarion Customer Centre, 5160 Yonge Street, 12<sup>th</sup> Floor, Toronto Ontario, M2N 6L9 or by mail, courier or fax to 1-877-664-9710 before the end of the first (30) days of possession of a home by the purchaser.
  - (c) The purchaser is advised that he or she must complete and submit a Year End Form to notify Tarion of outstanding warranty items in the final thirty (30) days of the first year of possession of a home by the purchaser.
  - (d) The purchaser is advised that he/she must complete and submit a Second-Year Form to notify Tarion of outstanding warranty items in the final thirty (30) days of the second year of possession of a home by the purchaser.
- Purchasers are advised that failure by them to submit the required notices to Tarion on a timely basis may affect their ability to make claims under the New Home Warranty Program.
- 24.28 The Purchaser is advised that the Declarant and/or the Corporation, as well as their respective agents, employees, and contractors, may require access to the Residential Units in order to carry out maintenance and/or repair of the exterior portion of windows, including, without limitation, annual or semi-annual, as the case may be, washing of the exterior portions of windows.
- 24.29 The Purchaser acknowledges and agrees that the views from the Condominium (including those views that exist after completion and construction of the Condominium and those views shown on any site plan, marketing materials, signs, artists renderings or scale model) may be blocked, altered or obscured due to development and construction activities within the Municipality and/or nearby or surrounding lands.

- 24.30 Purchasers are advised that the building does not contain a garbage chute system for waste disposal. Accordingly, purchasers shall be obligated to dispose of their waste and recyclables by taking same to the garbage room area and placing same in the appropriate bins.
- 24.31 Purchasers/tenants are advised that sound levels due to increasing road traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the sound level limits of the Municipality and the Ministry of the Environment, Conservation and Parks.
- 24.32 This dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the sound level limits of the Municipality and the Ministry of the Environment, Conservation and Parks.

**Section 43 (5) (h) of the Condominium Act, 1998, S.O. 1998**

The following is the schedule setting out what constitutes a standard unit for each class of unit that the Declarant intends to deliver to the Corporation pursuant to Section 43(5)(h) of the Act, for the purpose of determining the responsibility for repairing improvements after damage and insuring them, as required pursuant to Section 43 (5) (h) of the Condominium Act.

**Residential Units**

Each standard residential dwelling unit shall be deemed to consist of the following items, of the type and quality installed by the builder, subject to the exclusions noted herein:

- closet doors and interior doors
- bathroom exhaust fan
- HVAC units, including without limitation, distribution systems and thermostat
- smoke alarm detector(s) and carbon monoxide detector(s)
- builder-installed outlets, panels, electrical wiring, light switches, receptacles and light fixtures
- upper side of concrete slab floor, under side of concrete slab ceiling and unfinished drywalled interior walls

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For greater certainty, and without limiting anything herein, the following are EXCLUDED from the definition of a standard residential dwelling unit:

- appliances, whether affixed to the unit or otherwise, including without limitation, washers, dryers, dishwashers, ranges, range hoods, microwaves, freezers and refrigerators
- all cabinetry, islands, vanities, tubs, showers, shower enclosures and sinks
- all countertops, vanity tops and island tops
- all floor coverings, including without limitation, carpet, tiles, hardwood, laminated flooring, engineered hardwood and linoleum
- all faucets and taps
- all light bulbs of any type, including without limitation, incandescent, halogen, LED or fluorescent
- all coverings, finishes and items placed on or attached to a vertical surface, including without limitation tiles, paint, wallpaper, towel bars, toilet paper dispensers and soap holders

Anything not defined as part of the standard residential dwelling unit shall be deemed to be an improvement made to the unit and therefore not form part of the standard residential dwelling unit.

**Other Units**

The standard unit for each other type of Units in the Condominium shall be deemed to consist of: NIL

# NUWEST

boutique condominium

**BUDGET STATEMENT**  
**FOR THE FIRST YEAR OF OPERATIONS**

June 2022



# NUWEST

## boutique condominium

Budget statement for the common expenses for the year following registration of the declaration and description of the proposed standard condominium corporation at 240 Finch Ave. W, North York, Ontario.

### **REVENUE**

Common Element Fees	\$180,992	
Operating Interest Income	500	
<b>TOTAL REVENUE</b>		<b>\$181,492</b>

### **ADMINISTRATION**

Management Fees	\$24,860	
Insurance	14,500	
Legal	622	
Audit	6,017	
Less Declarant Subsidy	(6,017)	
Office Expenses	1,300	
CAO Assessment & Regulatory Costs	1,377	
<b>TOTAL ADMINISTRATION EXPENSES</b>		<b>\$42,659</b>

### **UTILITIES**

Electricity	\$22,000	
Water	20,400	
Less In-Suite Consumption Recovery	(18,500)	
Gas	25,000	
Less In-Suite Heating and Cooling Consumption Recove	(18,000)	
Telephones	3,600	
Groundwater Discharge Fee	0	
<b>TOTAL UTILITIES</b>		<b>\$34,500</b>

### **CONSULTING**

Performance Audit	\$7,500	
Less Declarant Subsidy	(7,500)	
<b>TOTAL CONSULTING</b>		<b>\$0</b>

# NUWEST

## boutique condominium

Budget statement for the common expenses for the year following registration of the declaration and description of the proposed standard condominium corporation at 240 Finch Ave. W, North York, Ontario.

### **MAINTENANCE & REPAIRS**

Building Repairs & Maintenance	\$3,000	
Building Supplies	1,600	
<b>TOTAL REPAIRS &amp; MAINTENANCE</b>		<b>\$4,600</b>

### **CONTRACTS**

Landscaping & Snow Clearing	\$8,370	
Contract Cleaning	37,612	
Building Equipment Maintenance	9,000	
Passenger Elevator	8,800	
Freight Elevator	8,000	
Window Cleaning	2,500	
Less Declarant Subsidy	(2,500)	
Pest Control	1,300	
Waste Removal	1,000	
Life Safety System Maintenance	4,400	
Garage Sweep	2,000	
Less Declarant Subsidy	(2,000)	
Generator Maintenance	2,000	
In-suite HVAC Maintenance	3,000	
Less Declarant Subsidy	(3,000)	
Car Share Program	21,600	
Less Declarant Subsidy	(21,600)	
<b>TOTAL CONTRACTS</b>		<b>\$80,482</b>

### **RESERVE FUND**

Reserve Fund Provision	\$19,251	
Reserve Fund Provision for Reserve Fund Study	5,085	
Less Declarant Subsidy	(5,085)	
<b>TOTAL RESERVE FUND</b>		<b>\$19,251</b>
<b>TOTAL EXPENSES</b>		<b>\$181,492</b>

# NUWEST

## boutique condominium

Budget statement for the common expenses for the year following registration of the declaration and description of the proposed standard condominium corporation at 240 Finch Ave. W, North York, Ontario.

If registration of the declaration and description occurs after October 31, 2024, then the budget statement shall be read as increased by an inflation rate of 7.5% per annum and compounded annually. The date contained in this clause is not a guarantee that registration will take place on this date.

# NUWEST

boutique condominium

## NOTES TO THE BUDGET

I. INDIVIDUAL UNIT ASSESSMENT:

The monthly common element charge for each unit is determined by dividing the total budgeted common element fees attributed to the property by twelve (12) to determine the monthly assessment. This amount is multiplied by the unit's percentage contribution to common expenses, as shown in Schedule "D" of the proposed declaration, to find the monthly individual common element charges.

1. Total Monthly Common Element Assessment:

\$180,992 divided by 12 = \$15,082.63

2. Monthly Individual Common Element Assessment:

Individual unit monthly common element assessments are determined by multiplying the total monthly common element assessment (\$15,082.63) by the percentage contribution to common expenses of each unit. Please see the Schedule at the back of this Budget Statement for the individual unit monthly common element assessment.

II. OPERATING EXPENSES:

1. ADMINISTRATION	\$42,659
a. Management Fees	\$24,860
This covers the cost of the services of a professional property management company to administer the affairs of the condominium corporation and as detailed in the property management contract included in the Disclosure Statement Package. The contract for the first year is set at \$61.11 per unit per month, inclusive of all start up fees, plus the H.S.T. Site visits have been provisioned on a biweekly basis, with quarterly Director meeting, along with the AGM.	
b. Insurance	\$14,500
This amount covers all insurance costs, including fire (all risk), comprehensive general liability, all major equipment and directors and officers liability coverage, as applicable.	
c. Legal	\$622
Provision has been made for the appointment of independent legal counsel for the Corporation at the discretion of the Board of Directors and to a maximum amount of \$550 plus the H.S.T.	
d. Audit	\$6,017
Section 43(7) of the Condominium Act requires an audit sixty (60) days after the turn over meeting and Section 67 requires an audit for each fiscal year. This provision is the estimated cost to complete both the audits during the year.	
e. Less Declarant Subsidy	(\$6,017)
The cost of the Turnover Audit at the Contracted Price will be paid by the Declarant. The Declarant will pay the specified amount up to a maximum of \$5,325 plus the H.S.T. as stated in the Budget Notes above upon presentation of a valid invoice approved by the Condominium Corporation.	

NOTES TO THE BUDGET

f. Office Expenses \$1,300

This budgeted amount provides for any office expenses directly related to the operation of the corporation including the services of a minute taker for board meetings, various office supplies, photocopying, mailings, the annual general meeting, provision for a photocopier lease, bank charges, C.C.I. membership, status certificates for the Declarant and other such expenses.

g. CAO Assessment & Regulatory Costs \$1,377

This provision has been made for the anticipated assessments and costs associated with the Condominium Authority of Ontario (CAO), the costs associated with mandatory licensing, and the cost of preparing newly mandated information certificates. This provision is an estimated cost and may vary.

2. UTILITIES \$34,500

a. Electricity \$22,000

The budget is based on comparable property requirements and the current rates from Toronto Hydro website of 11.5 cents per kilowatt hour and administrative/distribution charges have been escalated by 5% and compounded annually. The budget includes electricity for the common areas, and the cost of each residential parking unit's hydro, along with the unit owner's proportional share of the cost of any load balancing or shifting software. Each residential unit will be separately metered or check metered and the cost of electricity to the residential units will be the responsibility of the respective unit owner and will not form part of the common expenses. Should the rates for hydro at time of registration be greater than 12.7 cents per kilowatt hour or the administrative/distribution charges have increased from current charges, then the budget will be adjusted accordingly to reflect the rates at the time of registration.

b. Water \$20,400

The budget is based on comparable property requirements and the current rates from the Town of Aurora website of \$2.98 per cubic metre for water and \$2.65 per cubic metre for waste water and have been escalated by 5% and compounded annually. The budget includes water and waste water costs for the common areas and residential units on a bulk billing basis. Each residential unit will be separately sub-metered or check metered and the cost of both water and waste water to the residential units will be the responsibility of the respective unit owner and will not form part of the common expenses (Please see Note c. below). Therefore, although, as indicated water service will be bulk billed to the Condominium, the foregoing will in turn result in a recovery or reduction in the ultimate common expense water and waste water charges to the Condominium as the bulk bill amount will be offset by the individual charges for the sub-metered consumption for each residential unit, payment of which will be the responsibility of the owner of the residential unit in addition to their common expense payments. Should the rates for water at time of registration be greater than \$3.286 per cubic metre for water and \$3.06 per cubic metre for waste water, then the budget will be adjusted accordingly to reflect the rates at the time of registration.

NOTES TO THE BUDGET

- c. Less In-Suite Consumption Recovery (\$18,500)

It is currently anticipated that consumption of water and waste water within the residential units will be read by a third party company, in order to apportion and bill attributable costs amongst the owners and the Corporation (for water usage in common areas) based on a sub-meter reading. The total cost of each residential unit's water and waste water consumption, will be invoiced back to each unit based on their individual sub-meter or check meter reading and will be payable by the unit owners in addition to their common expense payments. In the event that this Recovery System Process, is not allowed or unable to be implemented, then it would result in an increase in common expenses by an average of approximately \$51.39 per residential unit per month, and this amount would form part of the common expenses in the future. Please refer to the Disclosure Statement for further details.

- d. Gas \$25,000

The budget is based on comparable property requirements and the current rates from Enbridge Gas of 17.7093 cents per cubic meter and administrative/distribution charges have been escalated by 5% and compounded annually. The budget includes natural gas costs for the common areas and residential units on a bulk billing basis. Each residential unit will be separately BTU/Joule metered or check metered and the cost of thermal energy to the residential units will be the responsibility of the respective unit owner and will not form part of the common expenses (Please see Note d. below). Therefore, although, as indicated natural gas service will be bulk billed to the Condominium, the foregoing will in turn result in a recovery or reduction in the ultimate common expense gas charges to the Condominium as the bulk bill amount will be offset by the individual charges for the BTU/Joule consumption for each residential unit, payment of which will be the responsibility of the owner of the residential unit in addition to their common expense payments. Should the rates for gas at time of registration be greater than 19.5245 cents per cubic meter or administrative/distribution charges have increased from current rates, then the budget will be adjusted accordingly to reflect the rates at the time of registration. Please refer to the Disclosure Statement for further details.

- e. Less In-Suite Heating and Cooling Consumption Recovery (\$18,000)

It is currently anticipated that consumption of heating and cooling within the residential units will be read by a third party company, in order to apportion and bill attributable costs amongst the owners and the Corporation (for heating and cooling usage in common areas) based on a BTU/Joule calculation. The total cost of each residential unit's heating and cooling consumption, will be invoiced back to each unit based on their individual monthly BTU/Joule meter or check meter reading and will be payable by the unit owners in addition to their common expense payments. In the event that this Recovery System Process, is not allowed or cannot be implemented for practical or other reasons, the Heating and Cooling Recovery will be deleted, resulting in an increase in common expenses by an average of approximately \$50.00 per residential unit per month. Please refer to the Disclosure Statement for further details.

- f. Telephones \$3,600

The cost of the phone lines for the life safety monitoring, enterphone and elevators at the commercial rate.

NOTES TO THE BUDGET

g. Groundwater Discharge Fee \$0

The Condominium will enter into a Ground Water Discharge Agreement with the City of Toronto. This provision would then be used to cover the estimated cost to pay to the City, for the discharge of Private Water. The amount will be calculated by multiplying the volume of the Private Water discharged by the Discharger, directly or indirectly, to the City's Sewer by the rate established by the City from time to time under Chapters 441 and 681 of the City of Toronto Municipal Code. The charges based on analysis performed to date are estimated to amount to approximately \$0 for the first year following registration of the Condominium and would be included as common expenses of the Condominium and subject to any possible changes in the City's requirements would remain payable at likely increased annual rates indefinitely thereafter. Please refer to the Disclosure Statement for further details. The declarant has agreed to subsidize any discharge fees that may occur during the first year after

3. CONSULTING \$0

a. Performance Audit \$7,500

The cost of the engineering study, to be conducted by the Declarant Board of Directors, to examine the common element areas and to file with the Tarion Warranty Program during the first year. This is a one time expense.

The Declarant shall arrange for an Agreement on behalf of the Corporation with an independent engineering consultant to prepare a Performance Audit within one (1) year immediately following registration of the Declaration and the Description. The Performance Audit shall be conducted by professional consulting engineers who shall make a thorough examination of the common element areas and assess the as-constructed condition of the various systems and components of the common element areas in order to provide the corporation with a report on the common element areas which will assist the corporation in assessing repair and maintenance requirements and in preserving any rights which the corporation may have under the Ontario New Home Warranties Plan Act. The Declarant has negotiated a price for the Performance Audit (the "Contracted Price") which has been included in the Budget as a first year

The Corporation is not restricted to the consulting engineers for the Performance Audit being prepared as set out herein. However, in the event that the corporation retains an alternate and/or additional consulting engineer to undertake the Performance Audit, at a higher cost than the Contracted Price negotiated by the Declarant then, the Declarant shall only be responsible for the amount of the Contracted Price, pursuant to Section 75 of the Condominium Act, and any expenses in excess of this stated amount shall be the sole responsibility of the condominium corporation.

b. Less Declarant Subsidy (\$7,500)

The initial cost of the Performance Audit at the Contracted Price will be paid by the Declarant. The Declarant will pay the specified amount up to a maximum of \$6,637 plus the H.S.T. as stated in the Budget Notes above upon presentation of a valid invoice approved by the Condominium Corporation.

4. MAINTENANCE & REPAIRS \$4,600

a. Building Repairs & Maintenance \$3,000

This is the estimated cost for minor repairs to the common element areas only. This account is also used for the normal day-to-day maintenance to the common element areas.

NOTES TO THE BUDGET

b.	Building Supplies	\$1,600
	This is the estimated cost for supplies, such as light bulbs, for the common areas.	
5.	CONTRACTS	\$80,482
a.	Landscaping & Snow Clearing	\$8,370
	Provision to maintain the common area landscaping and to clear snow and ice from the roadways and walkways in the winter, including the cost of sand and ice melting salt substitute.	
b.	Contract Cleaning	\$37,612
	To supply contract cleaners on the basis of 24 hours per week, 52 weeks per year and at a maximum blended bill rate of \$25.96 per hour plus 10% for statutory deductions and holiday pay, plus 13% for the H.S.T.	
c.	Building Equipment Maintenance	\$9,000
	To maintain the common area building equipment according to manufacturers' specifications.	
d.	Passenger Elevator	\$8,800
	The cost of an all inclusive contract to maintain the passenger elevator as required by law.	
e.	Freight Elevator	\$8,000
	The cost of an all inclusive contract to maintain the vehicle freight elevator as required by law.	
f.	Window Cleaning	\$2,500
	To clean all inaccessible windows once per year.	
g.	Less Declarant Subsidy	(\$2,500)
	The initial cost of the Window Cleaning at the Contracted Price will be paid by the Declarant. The Declarant will pay the specified amount up to a maximum of \$2,500 as stated in the Budget Notes above upon presentation of a valid invoice approved by the Condominium Corporation.	
h.	Pest Control	\$1,300
	To spray the common area garbage and compactor rooms once per month.	
i.	Waste Removal	\$1,000
	The estimated cost to remove any over sized items from the site for the year.	
j.	Life Safety System Maintenance	\$4,400
	The estimated cost to inspect and maintain the life safety systems during the year as required by law and/or as may be required.	
k.	Garage Sweep	\$2,000
	The estimated cost to power sweep the underground garage once during the year. The declarant has agreed to provide garage cleaning one time only during the first time after registration.	



NOTES TO THE BUDGET

I.	Less Declarant Subsidy	(\$2,000)
	The initial cost of the Window Cleaning at the Contracted Price will be paid by the Declarant. The Declarant will pay the specified amount up to a maximum of \$2,000 as stated in the Budget Notes above upon presentation of a valid invoice approved by the Condominium Corporation.	
m	Generator Maintenance	\$2,000
	To inspect the emergency generator on a monthly, semi-annually, annually basis and maintain it as may be required	
n.	In-suite HVAC Maintenance	\$3,000
	To inspect and change the filters in the in-suite HVAC equipment on a semi-annually basis.	
0	Less Declarant Subsidy	(\$3,000)
	The initial cost of the in-suite HVAC maintenance at the Contracted Price will be paid by the Declarant. The Declarant will pay the specified amount up to a maximum of \$3,000 as stated in the Budget Notes above upon presentation of a valid invoice approved by the Condominium Corporation.	
p.	Car Share Program	\$21,600
	Provision for unmet minimum revenue set out in the car share agreement. (\$1,800 per month) The declarant has agreed to cover any unmet minimums during the first year after registration.	
q.	Less Declarant Subsidy	(\$21,600)
	Any unmet minimum revenue cost of the Car Share Program at the Contracted Price will be paid by the Declarant. The Declarant will pay the specified amount up to a maximum of \$21,600 as stated in the Budget Notes above upon presentation of a valid invoice approved by the Condominium Corporation.	

IV.	CONTRIBUTION TO THE RESERVE FUND	\$19,251
a.	Reserve Fund Provision	\$19,251
	The Condominium Act 1998 of Ontario defines the reserve fund as a fund set up by the corporation in a special account for the major repair and replacement of common elements and assets of the corporation. The provision is calculated at 15.0%, including the cost of the reserve fund study, of the estimated operating expenses. Future allocations will be dictated by the reserve fund study, to be completed in the first year after registration.	
b.	Reserve Fund Provision for Reserve Fund Study	\$5,085
	The Condominium Act of Ontario (Section 94 (4)) requires every condominium corporation to establish a reserve fund based on a study to be conducted in the first year after registration. Section 94(7) allows for the reserve fund study to be expensed from the reserve fund.	
c.	Less Declarant Subsidy	(\$5,085)
	The cost of the Reserve Fund provision for the Reserve Fund study Contracted Price will be paid by the Declarant. The Declarant will pay the specified amount up to a maximum of \$5,085 as stated in the Budget Notes above upon presentation of a valid invoice approved by the Condominium Corporation.	

# NOTES TO THE BUDGET

## V. GENERAL NOTES TO THE BUDGET

- a. The total common expenses of this proposed Condominium Corporation, including the provision to the reserve fund is \$181,492 as shown on the Budget Statement.
- b. The cost of each expense item is shown on the Budget Statement. The cost of the Reserve Fund Study is \$4,500 plus H.S.T.; the cost of the Performance Audit is \$6,637 plus H.S.T.; the cost of both the turn over and year end financial audits is \$5,325 plus H.S.T.
- c. The cost, type, level and frequency of services is detailed in the notes above.
- d. The monthly common element fee for each unit is shown on the attached schedule to the Budget Statement.
- e. As stated in the notes above, 15.0% of the operating expenses will be paid into the reserve fund account. The provision is \$19,251.
- f. At the time of preparation of the Budget Statement, June 2022, there are no judgments, with respect to the property, against the Declarant nor is the Declarant Corporation a party to any lawsuit material to the within property.
- g. There are no services not included in the foregoing Budget that the Declarant provides, or expenses that the Declarant pays and that might reasonably be expected to become, at a subsequent time, a common expense prior to the turn-over meeting.
- h. There are no services not included in the foregoing Budget that the Declarant provides, or expenses that the Declarant pays and that might reasonably be expected to become, at a subsequent time, a common expense.
- i. As at the date of the foregoing Budget, the Condominium Corporation has not been created and accordingly, there are no amounts in the Reserve Fund. At the end of the first year after registration, there should be \$19,251 in the reserve fund account.
- j. As at the date of the foregoing Budget, June 2022, the Condominium Corporation has not been created and accordingly, there is no reserve fund study. As stated in the Notes above, the reserve fund study will be completed after registration by an independent engineer.
- k. The Harmonized Sales Tax is included in all applicable expense items on the Budget Statement.
- l. There are no current or expected fees, charges, rents or other revenue to be paid to or by the Corporation or by any of the owners for the use of the common elements or other facilities related to the property, except for the use of certain amenity areas and/or for purchasing access cards and/or keys for example and at rates to be established by the Board of Directors from time to time.
- m. Inflation rate of 7.5% is to be applied per annum (unless otherwise stated) each year after October 31, 2024. Provided however, that due to the significant fluctuation in gas, hydro and water utility rates recently, in respect to which the Declarant has no control, in the event that the relevant utility company/provider obtains relevant government approval for, or in any other way effects a significant annual increase in the utility rates above the assumed inflation rate of 3%, the Declarant reserves the right to revise the first year budget statement to reflect such significant increase in the cost of supplying these utilities from the relevant utility company/provider, and to provide each unit purchaser with a revised copy of the condominium Corporation's first year budget statement. In such event, purchasers acknowledge and agree that they shall be bound by such revised budget, and the acceptance of such revised budget should not be considered nor be construed as a material change to the Disclosure Statement.

NUWEST

boutique condominium

MONTHLY COMMON ELEMENT FEES

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	MONTHLY COMMON ELEMENT FEES BY UNIT
PARKING UNITS	A	21 units	\$59.95 each
LOCKER UNITS	A	15 units	\$19.95 each
101	1	1	\$486.65
102	1	2	\$507.12
103	1	3	\$434.35
104	1	4	\$434.35
105	1	5	\$434.35
106	1	6	\$349.64
107	1	7	\$450.26
201	2	1	\$370.10
202	2	2	\$395.69
203	2	3	\$395.69
204	2	4	\$353.05
205	2	5	\$355.32
206	2	6	\$343.38
207	2	7	\$343.38
208	2	8	\$343.38
209	2	9	\$343.38
210	2	10	\$355.32
211	2	11	\$353.05
212	2	12	\$353.05
301	3	1	\$641.85
302	3	2	\$712.92
303	3	3	\$712.92
304	3	4	\$712.92
305	3	5	\$704.39
306	3	6	\$320.64
307	3	7	\$338.84
308	3	8	\$334.86
309	3	9	\$320.64
310	3	10	\$616.84
311	3	11	\$706.10
TOTAL			\$15,082.63

**TORONTO STANDARD CONDOMINIUM CORPORATION NO.**

**RULES**

**NUEWEST**

1. GENERAL
2. QUIET ENJOYMENT
3. SECURITY
4. SAFETY
5. COMMON ELEMENTS
6. RESIDENTIAL UNITS
7. GARBAGE DISPOSAL
8. TENANCY OCCUPATION
9. PARKING
10. EXCLUSIVE USE GARAGES AND DRIVEWAYS
11. EXCLUSIVE USE AREAS
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 individually, an “**Owner**”) and any other person(s) occupying a residential unit in Toronto Standard Condominium Corporation No. \_\_\_\_\_ (the “**Corporation**”), including, without limitation, members of the Owner's family, his or her tenants, guests, invitees, servants, agents and contractors.

Any losses, costs or damages incurred by the Corporation by reason of a breach of any Rules in force from time to time by any Owner, or his or her family, guests, servants, agents or occupants of his or her Unit, 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 against his or her residential unit.

### **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 danger or a nuisance shall be kept by any Owner in any Unit nor shall be permitted to be on or about the Common Elements. An 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, reptiles or snakes 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 or odours shall be permitted to be transmitted from one Unit to another. If the Board determines that any noise or odours is being transmitted to another Unit and that such noise or odours is an annoyance or a nuisance or disruptive, then the Owner of such Unit shall at his or her expense take such steps as shall be necessary to abate such noise or odours to the satisfaction of the Board. If the Owner of such Unit fails to abate the noise or odours, the Board shall take such steps as it deems necessary to abate the noise or odours and the Owner shall be liable to the Corporation for all expenses hereby incurred in abating the noise or odours (including reasonable solicitor's fees).
- (c) 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, save and except in the case of an emergency where the terms of the Declaration shall govern.

### **3. SECURITY**

- (a) Residents are to immediately report any suspicious person(s) seen on the property to the manager or its staff.
- (b) 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.
- (c) Owners shall supply to the Board the names of all residents and tenants of all Residential Units and the license number of all motor vehicles that are parked on the property.

**4. SAFETY**

- (a) No storage of any hazardous, combustible or offensive goods, provisions or materials shall be kept in any of the Units or Common Elements.
- (b) Owners and occupants shall not overload existing electrical circuits.
- (c) Water shall not be left running unless in actual use.
- (d) No barbecues may be used indoors or in any garage.
- (e) No propane, charcoal or other barbecues shall be permitted on any patio, terrace, balcony or other exclusive use area save and except for: (i) electric barbeques, and (ii) natural gas barbecues which shall only be permitted on balconies, patios or terraces that contain a natural gas quick disconnect coupling.
- (f) No owner or occupant shall do, or permit anything to be done in his or her 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.
- (g) Smoking is prohibited in all common element areas of the Corporation.

**5. COMMON ELEMENTS**

- (a) No one shall harm, mutilate, destroy, alter or litter the common elements or any of the landscaping work on the property, if any.
- (b) No sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside or outside of the buildings or common elements, whatsoever, save as provided for in the Declaration;
- (c) No awning, foil paper or shades shall be erected over, on or outside of the windows or patios, balconies or terraces without the prior written consent of the Board.
- (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 building or structure or tent shall be erected, placed, located, kept or maintained on the common elements and no trailer, either with or without living, sleeping or eating accommodations shall be placed, located, kept or maintained on the common elements.
- (i) Each pet owner must ensure that any defecation by such pet must be cleaned up immediately by the pet owner, so that the Common Elements are neat and clean at all times. Should a pet owner fail to clean up after his or her pet as aforesaid, the pet shall be deemed to be a nuisance, and the owner of said pet shall, within two (2) weeks of receipt of written notice from the Board or the Manager requesting removal of such pet, permanently remove such pet from the property.

**6. RESIDENTIAL UNITS**

- (a) The toilets, sinks, showers, bath tubs and other parts of the plumbing system shall be used only for purposes for which they were constructed and no sweepings, garbage, rubbish, rags, ashes, or other substances shall be thrown therein. The cost of repairing damage 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.
- (b) No owner or occupant shall make any major plumbing, electrical, mechanical, structural or television/telecommunication/cable alteration in or to his or her unit without the prior consent of the Board thereafter without first obtaining any and all appropriate permits from the applicable governmental authorities.

- (c) No garborators shall be installed in any Residential Unit.
- (d) No Owner shall overload existing electrical circuits in his or her Unit and shall not alter in any way the amperage of the existing circuit breakers in his or her Unit.
- (e) 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.
- (f) No Owner shall permit an infestation of pests, insects, vermin or rodents to exist at any time in his or her Unit or adjacent Common Elements. Each Owner shall immediately report to the Manager all incidents of pests, insects, vermin or rodents and all Owners shall fully co-operate with the Manager to provide access to each Unit for the purpose of conducting a spraying program to eliminate any incident of pests, insects, vermin or rodents within the buildings.

**7. GARBAGE DISPOSAL**

- (a) Residents shall be obligated to take their refuse and recyclables down to the garbage room to dispose of such materials in the applicable bins. All refuse must be disposed of by residents in accordance with the rules of the Corporation.

**8. TENANCY OCCUPATION**

- (a) No unit shall be occupied under a lease unless, prior to the tenant being permitted to occupy the unit, the owner shall have delivered to the Corporation a completed Tenant Information Form in accordance with Schedule 1 attached hereto, a duly executed Tenant's Undertaking and Acknowledgment in accordance with Schedule 2 attached hereto and an executed copy of the Application/Offer to Lease and the Lease itself.
- (b) In the event that the owner fails to provide the foregoing documentation in compliance with paragraph (a) above prior to the commencement date of the tenancy and 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 his or her unit (or within seven (7) days of being advised that his or her 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 be permitted to lease his or her unit for periods of less than six (6) months.
- (f) No owner shall allow his or her tenant to sublet his or her unit to another tenant.
- (g) All owners shall be responsible for any damage or additional maintenance to the common elements caused by their tenants and will be assessed and charged therefor.
- (h) During the period of occupancy by the tenant, the owner shall have no right of use of any part of the common elements.
- (i) The owner shall supply to the Board, his or her current address and telephone number during the period of occupancy by the tenant.

**9. PARKING**

For the purpose of these Rules, "motor vehicle" means a private passenger automobile, or motorcycle as customarily understood.

- (a) Inasmuch as the Parking Units on A are accessed by way of a parking elevator that is raised or lowered to the appropriate parking level (the "Parking Elevator"), no motor vehicle shall have a length exceeding 6.09 meters (20 feet), a height exceeding 2.43 meters (8 feet), a width exceeding 3.04 meters (10 feet), and/or a weight exceeding 3,628 kilograms (8000 lbs), so as to ensure that the motor vehicle can be accommodated within the Parking Elevator in order to permit vehicle access, ingress and egress to the underground parking garage via the Parking Elevator. It shall be the responsibility of each Owner and resident to ensure that their motor vehicles can be properly operated and parking with the vehicular Parking Elevator.
- (b) All Owners, tenants or licensees of Parking Units shall be required to participate in and successfully complete a training course for the operation of the Parking Elevator within 14 days of becoming an Owner, tenant or licensee of a Parking Unit. Owners, tenants or licensees of Parking Units shall be required to pay for the cost of said training course, which course shall be arranged for by the Corporation's property manager.

- (c) Although it is permitted that passengers may remain in the motor vehicle on the parking elevator when being transported, it is recommended that only the driver (authorized trained operator of the parking elevator) should be in the motor vehicle while traveling in the parking elevator.
- (d) The driver is to shut off the engine and apply the parking brake upon entry into the parking elevator. It is important to shut off the engine to minimize carbon monoxide (CO) emissions.
- (e) No parking spaces shall be used for any purpose other than to park a motor vehicle that is a private passenger automobile, or motor cycle.
- (f) No vehicles, equipment or machinery, other than motor vehicles shall be parked or left on any part of the Common Elements other than within the roadway, where permitted by signage.
- (g) Parking is prohibited in the following areas;
  - (i) fire zones;
  - (ii) traffic lanes;
  - (iii) delivery and garbage areas; and
  - (iv) driveways and drive aisles, unless signed to permit such party.
- (h) No servicing or repairs shall be made to any motor vehicle, trailer, boat snowmobile, or equipment of any kind on the Common Elements or the driveway and/or garage of the Unit 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 roadway or parking space.
- (i) No motor vehicle shall be parked on any part of the Common Elements other than motor vehicles belonging to visitors to the residents of the Corporation and in such instances the motor vehicle shall be parked only in a designated parking space on the private roadway and only for such duration as the visitor is visiting a resident of the Corporation.
- (j) No trailer, boat, snowmobile, mechanical toboggan, machinery or equipment of any kind shall be parked on any part of the Common Elements, or the driveway and/or garage of the Unit.
- (k) 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.
- (l) No motor vehicle shall be driven on any part of the Common Elements at a speed in excess of posted speed.
- (m) 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.
- (n) 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 shall be operated only on the road and in such manner as not to obstruct traffic. No mopeds are permitted to be operated on sidewalks or the multi-use trail. Bicycles are permitted on the multi-use trail and on sidewalks as allowed by law
- (o) 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.
- (p) No person shall park or use a motor vehicle in contravention of these Rules otherwise such person shall be liable to be fined or to have his or her 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.
- (q) No motor vehicle having a propane or natural gas propulsion system shall be parked within an exclusive use garage or on the common elements.
- (r) Guests and visitors shall park only in designated parking areas within the private roadway.
- (s) A parking permit is required with respect to any motor vehicle parked on any area of the



Common Elements designated for parking between the hours of 2:00 a.m. and 7:00 a.m. at all times. The permit shall be an official permit authorized and issued by the Board of Directors, the Manager and/or its designated agent. Owners are responsible for obtaining a permit on behalf of their guests/visitors, in advance, from the Board of Directors, the Manager and/or its designated agent, during normal business hours. A permit shall not be issued for a period in excess of seven (7) days. The permit must be visibly displayed on the left front dashboard.

**10. EXCLUSIVE USE AREAS**

- a. No one shall harm, mutilate, destroy, or litter the common elements or any of the landscaping work on the exclusive use areas.
- b. No one shall alter any of the landscaping work on the exclusive use areas without the express written consent of the Board.
- c. No hanging or drying of clothes is allowed on any exclusive use area.
- d. Exclusive use areas shall not be used for the storage of any bicycle goods or materials.
- e. No propane, charcoal or other barbecues shall be permitted on any patio, terrace, balcony or other exclusive use area save and except for: (i) electric barbecues, and (ii) natural gas barbecues which shall only be permitted on balconies, patios or terraces that contain a natural gas quick disconnect coupling.
- f. Only seasonal furniture is allowed on exclusive use areas. All such items shall be safely secured in order to prevent such items from being blown off the exclusive use areas by high winds.
- g. No owner, occupant or tenant shall do or permit anything to be done on an exclusive use area which does or may unreasonably disturb, annoy or interfere with the comfort and/or quiet enjoyment of the units and/or common elements by other owners, occupants or tenants.
- h. No owner, occupant or tenant shall install, do or permit anything to be installed or done on an exclusive use area which by reason of its weight, size, or use may overload the exclusive use area, including but not limited to large planters, hot tubs and wading pools.

**11. 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 8:00 p.m. Monday to Saturday inclusive and shall not take place on public holidays.
- b. 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, fobs, and any garage access devices.

**12. 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 all requisite permits and approvals from the applicable governmental authorities has been obtained, and where the work and/or services are supervised by an approved contractor or service personnel in accordance with the Corporation's written direction which contractor or service personnel shall provide proof of insurance satisfactory to the Board; and the owners of the unit has provided to the Corporation a deposit in a reasonable amount to cover the Corporation's initial costs of supervision (to be adjusted upon completion of the work); and where the unit owner has entered into a written undertaking to indemnify the Corporation with respect to any expenses, damages or costs whatsoever incurred by the Corporation arising from the carrying out of the work by the unit owner's contractor, trade or service personnel including any resulting damage to the common elements or to common building services which arises during or following completion of the work. Any such expenses, resulting damages and costs may be collected by the Corporation from the unit owner in the same manner as common expenses.

**SCHEDULE 1**  
**Tenant Information Form**  
**Toronto Standard Condominium Corporation No.**

Unit \_\_\_\_\_, Level \_\_\_\_\_

Municipal Address: \_\_\_\_\_

Landlord's Name: \_\_\_\_\_

Landlord's Permanent Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Term of Lease: \_\_\_\_\_ years

Commencement Date: \_\_\_\_\_

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

Tenant's Full Name: \_\_\_\_\_

Social Insurance Number: \_\_\_\_\_

Driver's License Number: \_\_\_\_\_

Vehicle Plate Number: \_\_\_\_\_

Number of Occupants: Adults \_\_\_\_\_, Children \_\_\_\_\_, Total \_\_\_\_\_

Adults Full Names: \_\_\_\_\_

\_\_\_\_\_

Children's Full Names: \_\_\_\_\_ Age \_\_\_\_\_

\_\_\_\_\_ Age \_\_\_\_\_

Tenant's Present Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Employer: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Telephone Number: \_\_\_\_\_

Name of Nearest Relative: \_\_\_\_\_

Nearest Relative's Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Number and Type of Pets: \_\_\_\_\_

**DATED** at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Tenant's Signature

**SCHEDULE 2**

**Tenant's Undertaking and Acknowledgment**

**Toronto Standard Condominium Corporation No. \_\_\_\_\_**

I/WE, \_\_\_\_\_, the undersigned as tenant(s) of Unit \_\_, Level \_\_, (the "**Unit**"), according to Toronto 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 Toronto 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 \_\_\_\_\_ this day \_\_\_\_\_ of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Tenant's Signature

BEARINGS ARE MTM GRID, DERIVED FROM OBSERVED REFERENCE POINTS A AND B,  
BY REAL TIME NETWORK (RTN) OBSERVATIONS, MTM ZONE 10, NAD83 (CSRS)  
(2010.0).

DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999873.

FOR BEARING COMPARISONS, A ROTATION OF XX°XX'XX" COUNTER-CLOCKWISE WAS APPLIED TO BEARINGS ON PLAN XXR-XXXXX.

INTEGRATION DATA			
OBSERVED REFERENCE POINTS (ORPs): XTM ZONE XX, NAD83 (CSRS) (2010.0).			
COORDINATES TO URBAN ACCURACY PER SECTION 14 (2) OF O.Reg 216/10.			
POINT ID	EASTING	NORTHING	
ORP (A)	XXX XXX.XX	4 XXX	XXX.XX
ORP (B)	XXX XXX.XX	4 XXX	XXX.XX
COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.			

SCALE 1 : 150

2.5 0 2.5 5 10 metres

## METRIC

DISTANCES AND/OR COORDINATES SHOWN ON THIS PLAN  
ARE IN METRES AND CAN BE CONVERTED TO FEET BY  
DIVIDING BY 0.3048.

PART	SHEET(S)	DESCRIPTION
1	4	PLAN OF SURVEY OF THE CONDOMINIUM PROPERTY, THE ILLUSTRATION OF THE SERVIENT INTERESTS AND THE DESIGNATION OF UNITS ON LEVELS A, 1, 2 AND 3
2	1	EXCLUSIVE USE PORTIONS OF THE COMMON ELEMENTS ON LEVEL
3		ARCHITECTURAL PLANS
4		STRUCTURAL PLANS

TORONTO STANDARD CONDOMINIUM PLAN No.

PART 1 OF 4 PARTS  
SHEET 1 OF 4 SHEETS

LEVEL	1
UNITS	1 TO 7 , inclusive

REGISTERED IN THE LAND REGISTRY OFFICE FOR  
THE LAND TITLES DIVISION OF TORONTO (No.66)  
AT O'CLOCK ON  
THE DAY OF , 2022.

REPRESENTATIVE FOR LAND REGISTRAR

## SURVEYOR'S CERTIFICATE

I CERTIFY THAT :

- 1) THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE CONDOMINIUM ACT 1998, THE SURVEYS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
- 2) THIS SURVEY WAS COMPLETED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.
- 3) THE DIAGRAMS OF THE UNITS SHOWN ON THIS PLAN ARE SUBSTANTIALLY ACCURATE.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

DRAFT

SHAWN HODGSON  
Ontario Land Surveyor

DECLARATION REGISTERED AS No.

THIS CONDOMINIUM COMPRISES ALL OF PIN 10159— (LT)

SCHEDULE OF APPURTENANT AND SERVIENT INTEREST

(UNDER CLAUSES 8(1)(G) AND (H) OF THE CONDOMINIUM ACT, 1998.)

	PART \ BLOCK	PLAN	DESCRIBED IN	NOTES
TOGETHER WITH (APPURTENANT INTERESTS)				
SUBJECT TO (SERVIENT INTERESTS)				

1 AFFECTS ALL UNITS

## UNIT DEFINITION:

MONUMENTS CONTROLLING THE EXTENT AND LOCATION OF THE UNITS ARE THE WALLS, FLOORS, AND CEILINGS AS MORE PARTICULARLY DESCRIBED IN SCHEDULE "C" OF THE DECLARATION.

AREAS NOT DESIGNATED AS UNITS ARE COMMON ELEMENTS.

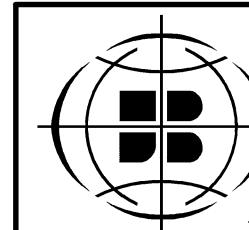
CERTIFICATE OF DECLARANT

THIS IS TO CERTIFY THAT THE PROPERTY INCLUDED IN THIS PLAN HAS  
BEEN LAID OUT INTO UNITS AND COMMON ELEMENTS IN ACCORDANCE  
WITH MY INSTRUCTIONS.

2866193 ONTARIO INC.

DATED AT \_\_\_\_\_  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 202\_\_\_\_\_

-----  
NAME  
(TITLE  
"I HAVE THE AUTHORITY TO BIND THE CORPORATION"



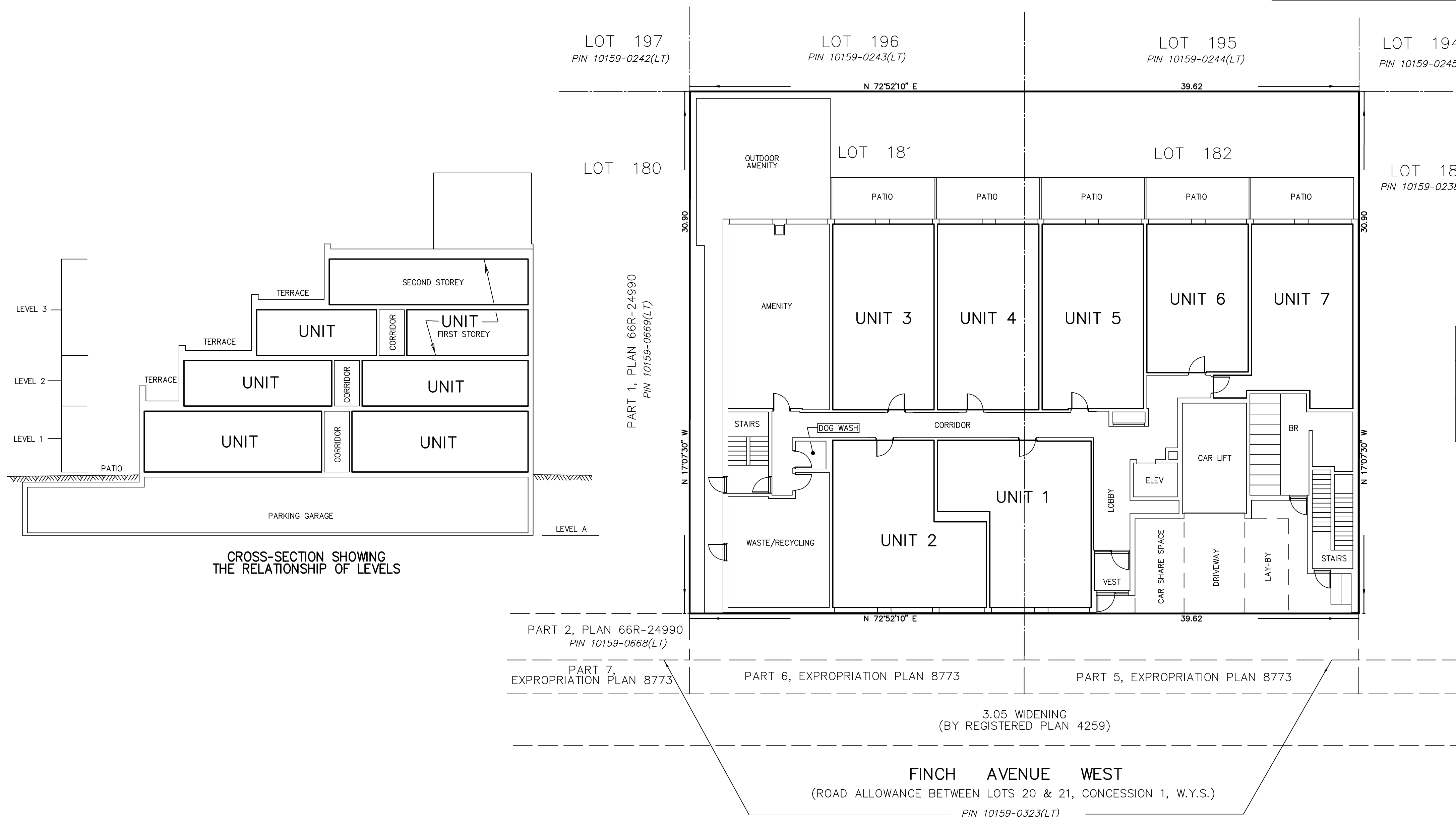
**J.D.BARNES**

SURVEYING  
MAPPING

**LAND INFORMATION SPECIALISTS**  
140 RENFREW DRIVE, SUITE 100, MARKHAM, ON L3R 6B3  
T: (905) 477-3600 F: (905) 477-3882 [www.jdbarnes.com](http://www.jdbarnes.com)

DRAWN BY: XX	CHECKED BY: XXX	REFERENCE NO.: 22-21-754-00-L1
PLOTTED: 4/14/2022		DATED: 04/14/22

FILE: G:\22-21-754\00\Sales\Draft Condo Plans\Nue-West-Level-1.dwg



REGISTERED IN THE LAND REGISTRY OFFICE FOR  
THE LAND TITLES DIVISION OF TORONTO (No.66)  
AT O'CLOCK ON  
THE DAY OF , 2022.

REPRESENTATIVE FOR LAND REGISTRAR

SURVEYOR'S CERTIFICATE

- I CERTIFY THAT :
- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE CONDOMINIUM ACT 1998, THE SURVEYS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
  - THIS SURVEY WAS COMPLETED ON THE DAY OF , 2022.
  - THE DIAGRAMS OF THE UNITS SHOWN ON THIS PLAN ARE SUBSTANTIALLY ACCURATE.

DATED THIS DAY OF , 2022.

DRAFT

SHAWN HODGSON  
Ontario Land Surveyor

DECLARATION REGISTERED AS No.

THIS CONDOMINIUM COMPRISES ALL OF PIN 10159-- (LT)

SCALE 1 : 150  
2.5 0 2.5 5 10 metres

METRIC  
DISTANCES AND/OR COORDINATES SHOWN ON THIS PLAN  
ARE IN METRES AND CAN BE CONVERTED TO FEET BY  
DIVIDING BY 0.3048.

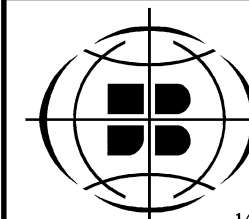
CERTIFICATE OF DECLARANT

THIS IS TO CERTIFY THAT THE PROPERTY INCLUDED IN THIS PLAN HAS  
BEEN LAID OUT INTO UNITS AND COMMON ELEMENTS IN ACCORDANCE  
WITH MY INSTRUCTIONS.

2866193 ONTARIO INC.

DATED AT  
THIS DAY OF 202

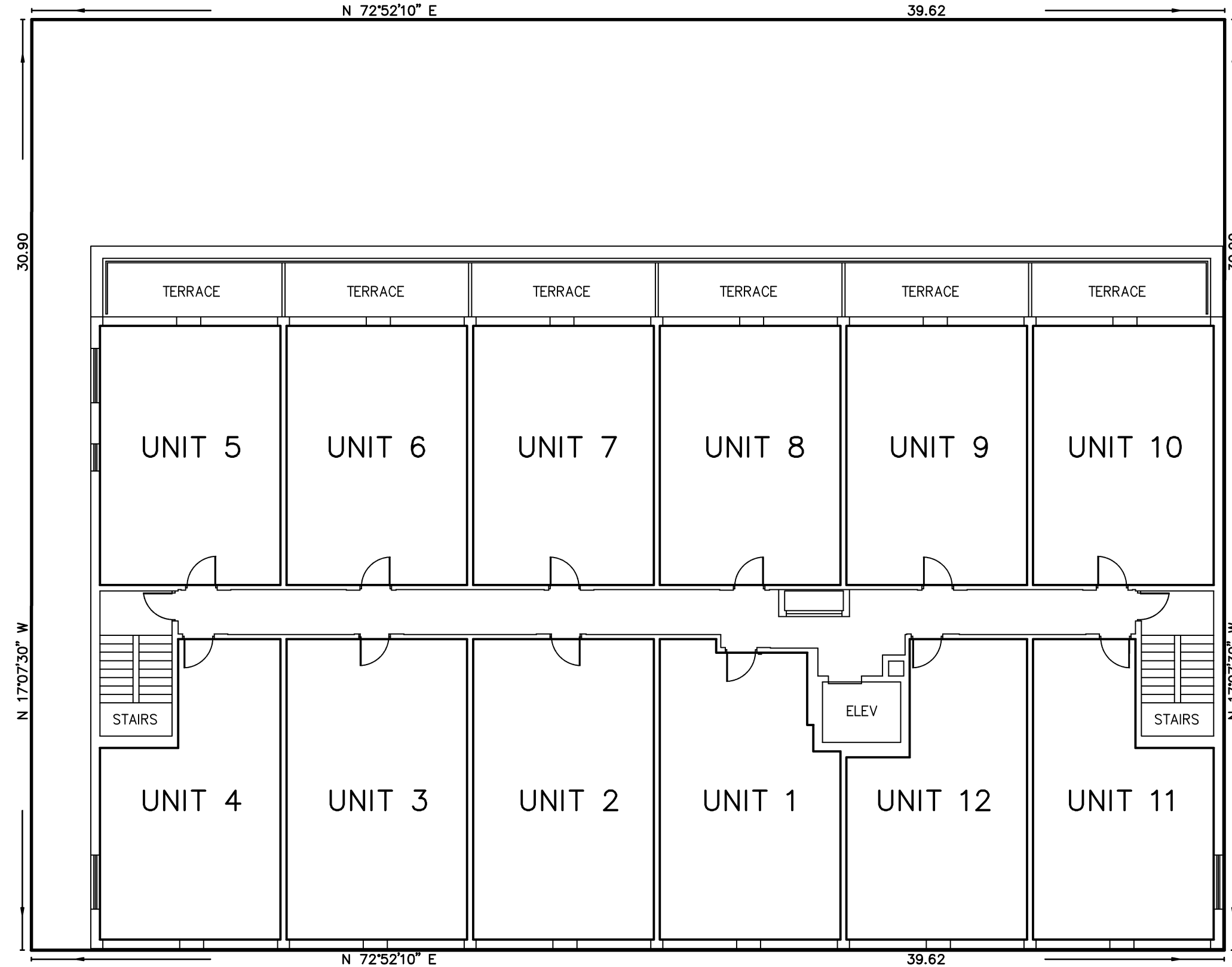
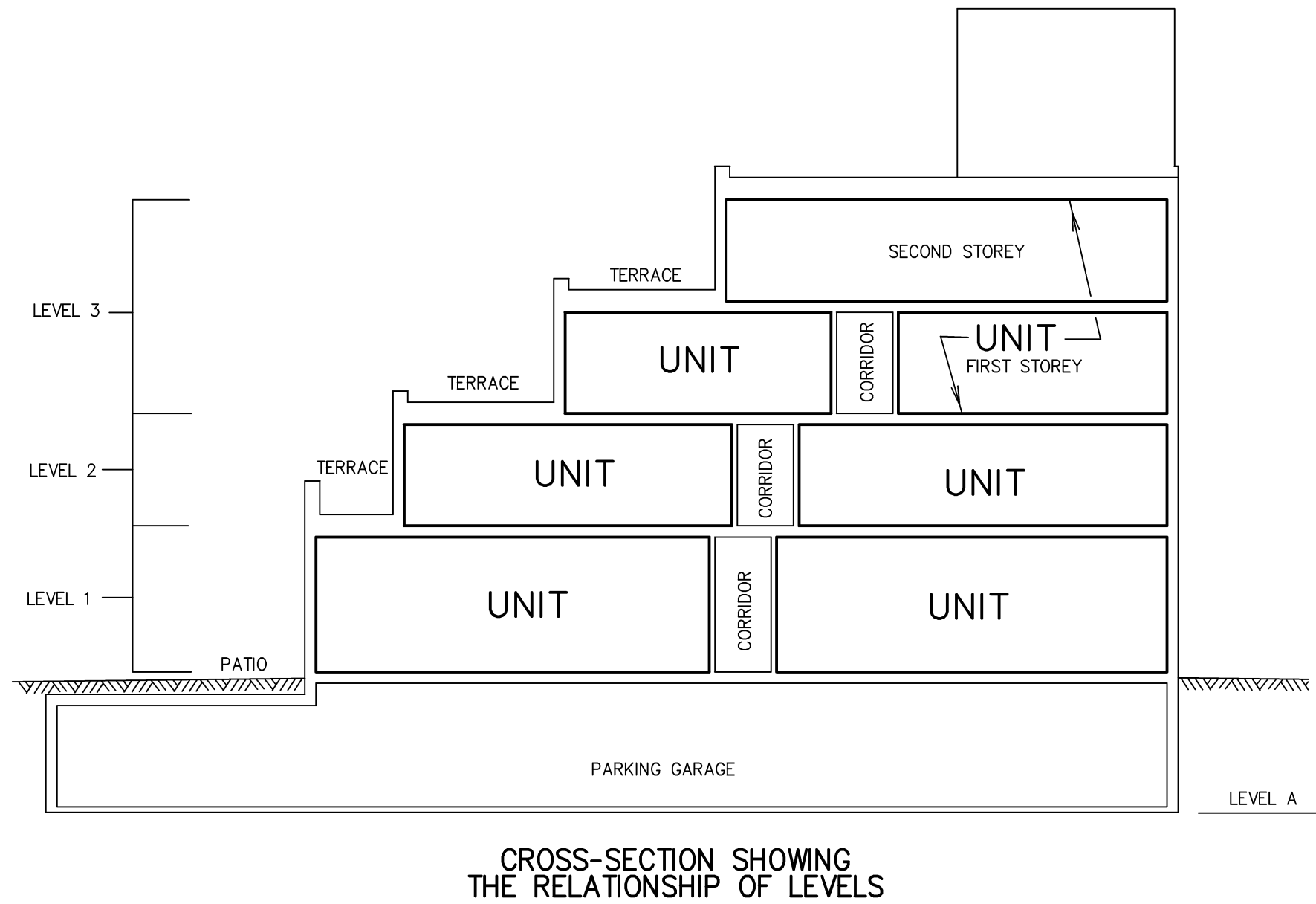
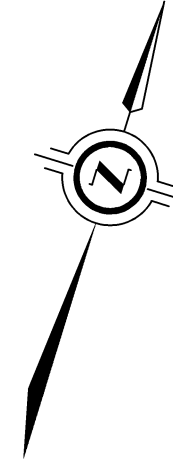
NAME  
(TITLE)  
I HAVE THE AUTHORITY TO BIND THE CORPORATION"

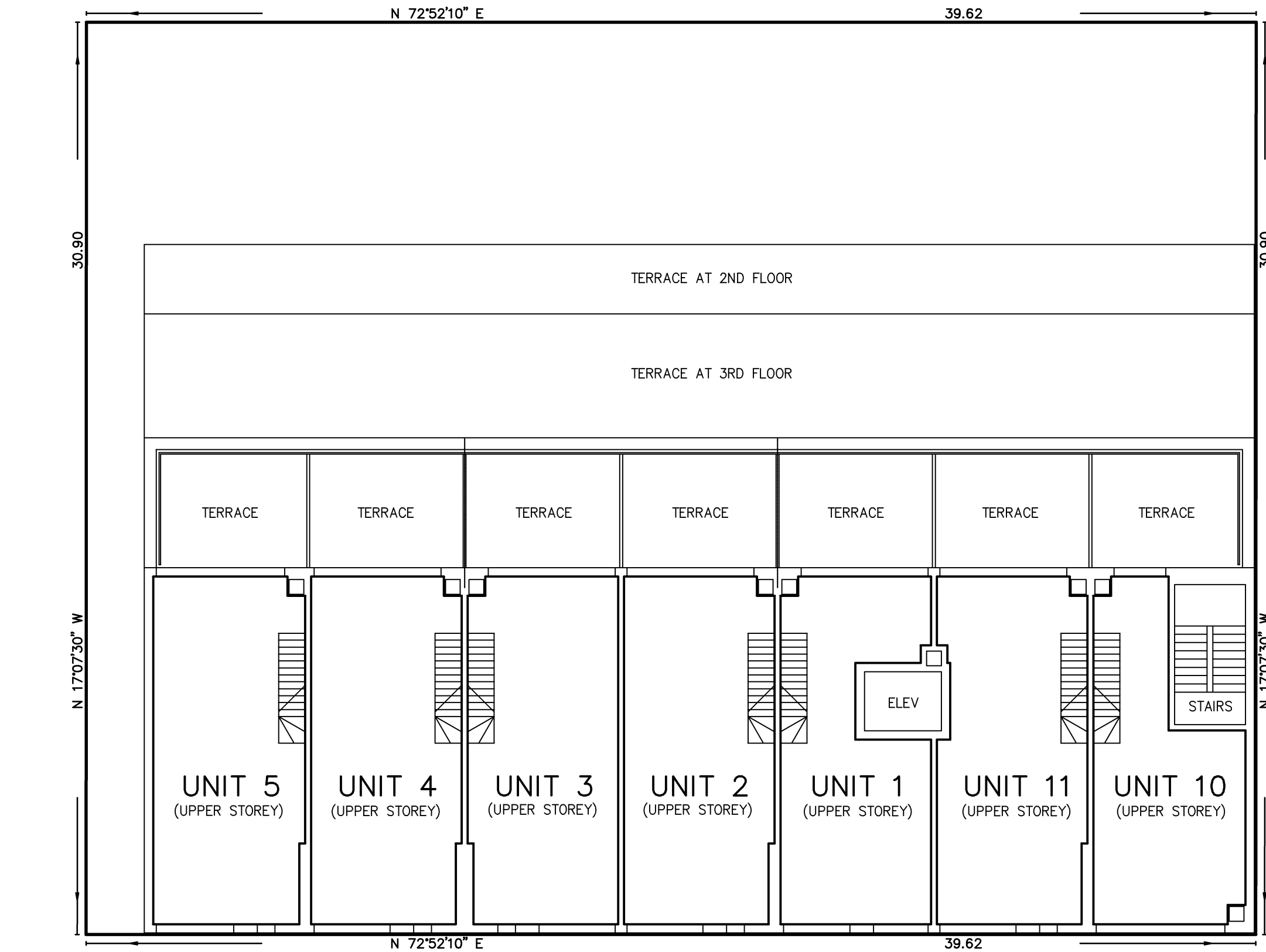
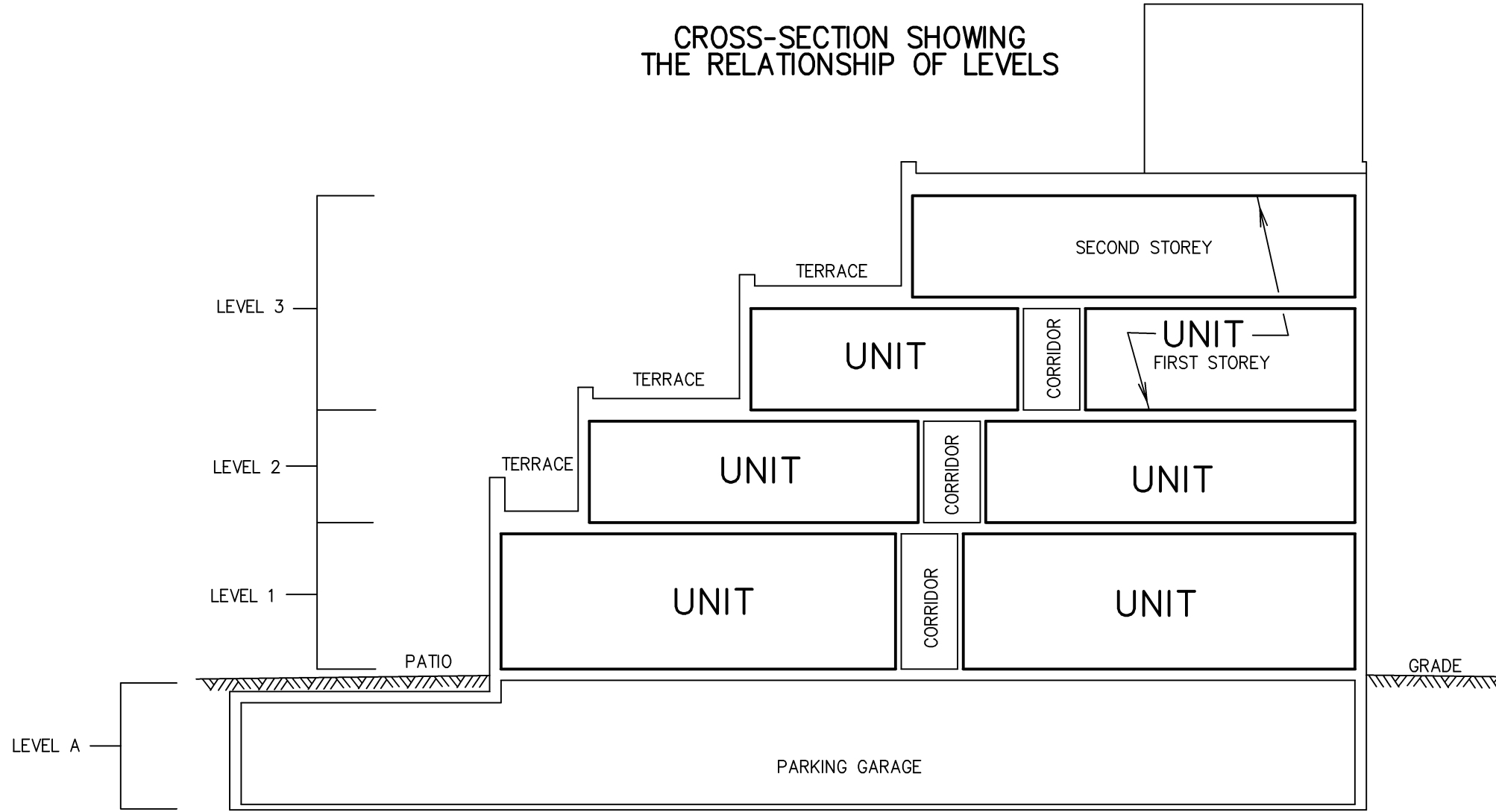


**J.D.BARNES**  
LIMITED  
LAND INFORMATION SPECIALISTS  
140 RENFREW DRIVE, SUITE 100, MARKHAM, ON L3R 6B3  
T: (905) 477-3600 F: (905) 477-3882 www.jdbarnes.com

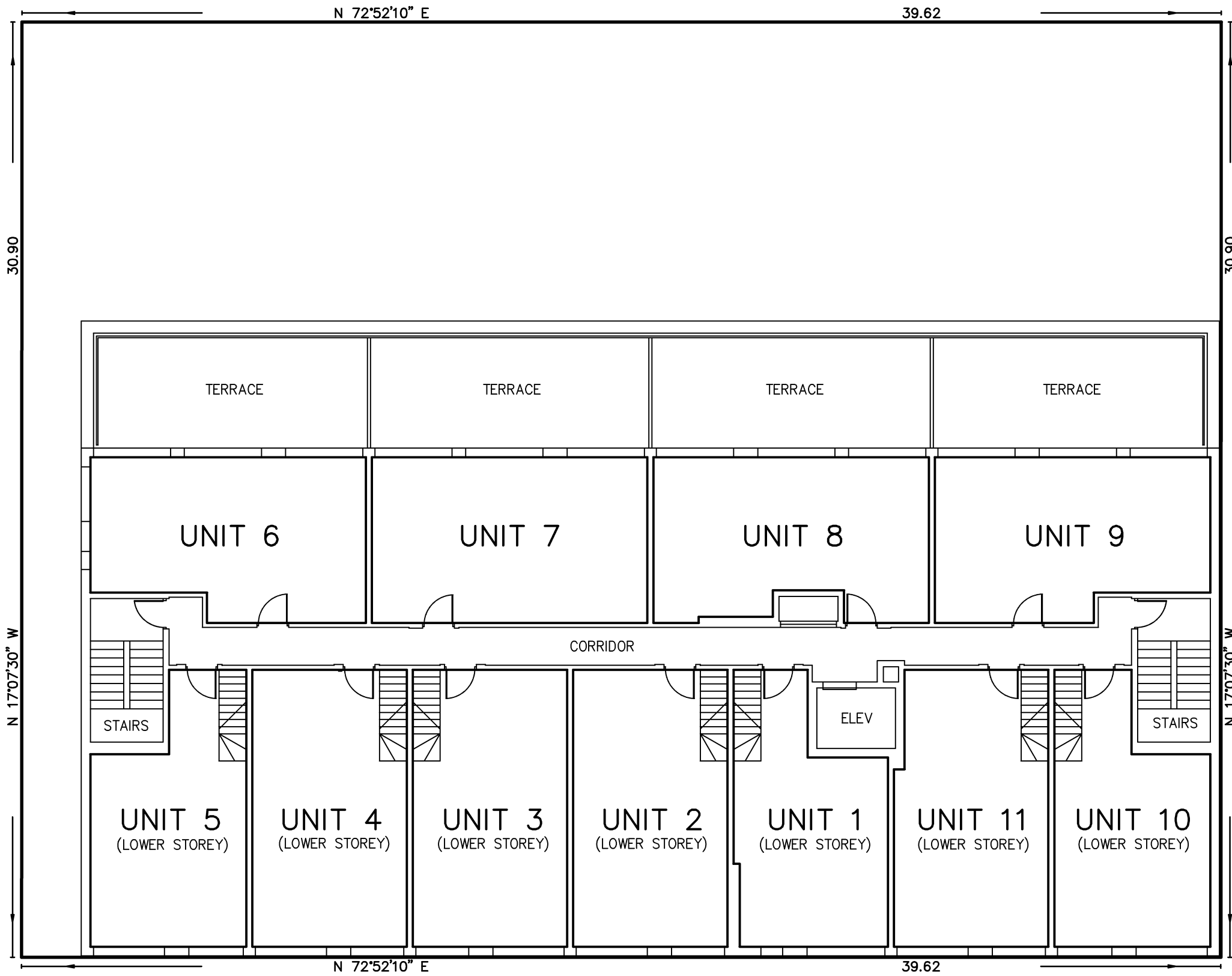
SURVEYING  
MAPPING  
GIS

DRAWN BY: XX	CHECKED BY: XXX	REFERENCE NO.: 22-21-754-00-L2
PLOTTED: 4/14/2022		DATED: mm/dd/yy





FINCH AVENUE WEST  
PLAN VIEW ILLUSTRATING UNITS 1, 2, 3, 4, 5, 10 AND 11  
ON LEVEL 3 (UPPER STOREY)



FINCH AVENUE WEST  
PLAN VIEW ILLUSTRATING UNITS 1 TO 11, INCLUSIVE ON LEVEL 3

TORONTO STANDARD CONDOMINIUM PLAN No.

PART 1 OF 4 PARTS  
SHEET 3 OF 4 SHEETS

LEVEL 3  
UNITS 1 TO 11 , inclusive

REGISTERED IN THE LAND REGISTRY OFFICE FOR  
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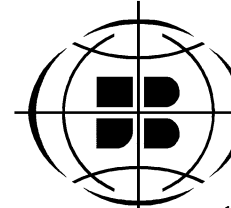
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NAME (TITLE)  
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DRAWN BY: XX	CHECKED BY: XXX	REFERENCE NO.: 22-21-754-00-L3
PLOTTED: 4/14/2022		DATED: 04/14/22