



May 4, 2022

RE: Suite 2201 Unit 1 Level 22, Locker LP2-173 Unit 173 Level B, Parking PP2-023 Unit 23 Level B of
Toronto Standard Condominium Corporation No. 2136

Dear Sir or Madam:

As requested, we are pleased to provide a status certificate for the above-noted unit along with other documents pertaining to the condominium corporation.

To ensure the highest standard of accuracy in the keeping of ownership records we encourage new owners to have their solicitor directly provide the corporation with a copy of page 1 of the Transfer Deed, which will detail all dwelling, parking and locker unit information as applicable. All correspondence to the Corporation is to be delivered by hand or by mail to [Toronto Standard Condominium Corporation No. 2136](#), c/o [Crossbridge Condominium Services Ltd.](#), 60 & 61 Heintzman Street, Toronto, ON M6P 5A1/5A2 or by email to heintzman.place@rogers.com.

In accordance with current legislation, a person, upon becoming an owner in a corporation is required within 30 days to give written notice to the corporation of their:

- Name
- Unit Number
- Address for Service (mailing address)

If the address for service is not in the Province of Ontario, then the address for service will be that of the unit in the condominium corporation.

Until and unless such notification is provided to the Corporation, its records shall remain in the name of the present owner as prescribed under the *Condominium Act, 1998* and the new owner will not receive notices of any meetings and other written communication from the Corporation.

We inform you that maintenance fees on a unit are due on the first day of each month. Maintenance fees may be paid by pre-authorized fund transfer (PAFT). Please complete the enclosed PAFT form and return to the management office at the above-noted address for service.

If the unit is intended to serve as a rental property, then please ensure that the enclosed *Summary of Lease or Renewal* is completed and returned to the management office.

You are welcome to contact the condominium manager at [\(647\)352-2261](tel:(647)352-2261) with any questions.

Yours very truly,

[Crossbridge Condominium Services Ltd.](#)

Adela Bertiean

Adela Bertiean
Property Manager

Enclosures

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

Toronto Standard Condominium Corporation No. 2136 (known as the "Corporation") certifies that as of the date of this certificate:

General Information Concerning the Corporation

1. Mailing address: TSCC 2136 - Heintzman Place
c/o Crossbridge Condominium Services Ltd.
60 & 61 Heintzman Street
Toronto, ON M6P 5A1/5A2
2. Address for service: same as above
3. Property manager: Crossbridge Condominium Services Ltd.
111 Gordon Baker Road
Suite 700
North York, ON M2H 3R1
- On-Site Property Manager: Adela Bertien, (647)352-2261

4. The directors and officers of the Corporation are:

<u>Name</u>	<u>Position</u>	<u>Address for Service</u>	<u>Telephone Number</u>
Cynthia Kathleen Desgrosseilliers	Director	Same Above	(647)352-2261
Allan Cowper-Smith	Director	Same Above	(647)352-2261
Susan Patricia Munro	General Manager	Same Above	(647)352-2261
Lorianne Weston	President	Same Above	(647)352-2261
Betty Dondertman	Secretary	Same Above	(647)352-2261
Shirley Marie Kelly	Treasurer	Same Above	(647)352-2261
Ben Gane	Vice President	Same Above	(647)352-2261

Common Expenses

5. The owner of Suite 2201 Unit 1 Level 22, Locker LP2-173 Unit 173 Level B, Parking PP2-023 Unit 23 Level B at 60 Heintzman Street, Toronto, ON M6P 5A1 of Toronto Standard Condominium Corporation No. 2136, registered in the Land Registry Office for the Land Titles Division of Toronto is not in default in the payment of common expenses.

OR

is in default in the payment of common expenses in the amount of \$ 0 .

[If applicable add:

and a certificate of lien has been registered against

(if the Corporation is any condominium corporation but a common elements condominium corporation: the unit)

6. A payment on account for the unit for Common Expense Contribution charges of \$571.78 for a total fee of \$571.78 is due on 01 Jun 2022 for the period 01 Jun 2022 to 30 Jun 2022. This

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

In addition to the above, the unit owner is responsible for the cost of all in-suite hydro and thermal which is billed directly to the owner. The owner and purchaser are responsible for contacting the provider, Provident Energy Management, at 416-736-0630 x 1409 to change ownership details and to ensure there are no outstanding balances. Beware that billing is always bi-monthly. Any unpaid utilities are deemed to be in arrears and shall be collectable as common expenses against the unit.

There is a \$75.00 energy deposit required, payable by cheque to the Corporation shortly after the closing. The deposit is refundable, subject of no energy arrears at the time of the sale of the unit.

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

Budget

9. The Corporation is presently meeting its obligations as and when they become due and is not presently considering any increase in the common expenses until the next fiscal period. To this extent, the current budget is accurate, however, the Corporation may not accurately determine whether the budget will result in a surplus or a deficit at this time as the Corporation has no control over any unannounced increases in utility rates, labour and material costs and any other similar factors which are beyond normal budgetary controls. A surplus or a deficit is undetermined at this time.
10. Since the date of the budget of the Corporation for the current fiscal year, the common expenses for the unit have not been increased.
11. Since the date of the budget of the Corporation for the current fiscal year, the board has not levied any assessments against the unit to increase the contribution to the reserve fund or the Corporation's operating fund or for any other purpose.
12. The Corporation has no knowledge of any circumstances that may result in an increase in the common expenses for the unit, except:
 - a) **We've learned that our insurance premiums and/or deductibles may increase beyond inflation in the next fiscal year(s). If so, this could result in an increase in common expenses (beyond inflation).**
 - b) **It appears that the COVID-19 crises may cause the condominium corporation to incur expenses beyond the current budget (see also Paragraph 9 in relation to any anticipated budget deficit or surplus). We won't know the precise amount of any resulting deficit (and any resulting increase in common expenses) until the crises is behind us.**

Reserve Fund

- c) The Corporation's reserve fund amounts to \$ 5,980,314.49 (unaudited) as of March 31, 2022.
- d) The most recent Reserve Fund Study conducted by the Board is a Reserve Fund Study update without site visit, dated December 21, 2020 and has been prepared

by EXP Services Inc.. The next reserve fund study will be conducted before March 1, 2024.

- e) N/A
- f) The board has sent to the owners a notice dated December 21, 2020 containing a summary of the reserve fund study, a summary of the proposed plan for future funding of the reserve fund and a statement indicating the areas, if any, in which the proposed plan differs from the study. The proposed plan for future funding was implemented March 1, 2021 and the total contribution each year to the reserve fund is being made as set out in the Contribution Table included in the Notice.
- g) There are no plans to increase the reserve fund under a plan proposed by the board under subsection 94 (8) of the *Condominium Act, 1998*, for the future funding of the reserve fund, except for the increased annual contributions to the reserve fund as indicated in the attached Notice of Future Funding of the Reserve Fund.

Legal Proceedings, Claims

- h) There are no outstanding judgments against the Corporation.
- i) The Corporation is not a party to any proceeding before a court of law, an arbitrator or an administrative tribunal except for:
 - 1. *The Corporation, as well as other parties including the Corporation's property manager Crossbridge Condominium Services, have been made defendants to an action brought by a resident of a dwelling unit in the Corporation and his mother, who are collectively seeking damages in the total amount of \$2,000,000.00. The action is in respect of physical injuries allegedly suffered by the resident as a result of an accident resulting from the alleged failure of the gym exercise machine which the resident was using while in the Corporation's gym room. The action has been referred to the Corporation's insurer, which has assumed carriage of the matter. The action is being defended, and at present, the matter has not been settled and has not been disposed of by an order of the court.*
- j) The Corporation has not received a notice of or made an application under section 109 of the *Condominium Act, 1998* to the Superior Court of Justice for an order to amend the declaration and description, where the court has not made the order.
- k) The Corporation has no outstanding claim for payment out of the guarantee fund under the *Ontario New Home Warranties Plan Act*.
- l) There is currently no order of the Superior Court of Justice in effect appointing an inspector under section 130 of the *Condominium Act, 1998* or an administrator under section 131 of the *Condominium Act, 1998*.

Agreements with owners relating to changes to the common elements

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

OR

The unit is subject to one or more agreements under clause 98 (1) (b) of the Condominium Act, 1998 or section 24.6 of Ontario Regulation 48/01 (General) made under the Condominium Act, 1998 relating to additions, alterations or improvements made to the common elements by the unit owner. To the best of the Corporation's information, knowledge and belief, the agreements have been complied with by the parties. A copy of a Parking Unit Alteration Agreement is attached to the status certificate.

Leasing of Units

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

OR

The Corporation has received notice under section 83 of the *Condominium Act, 1998*, that 87 units were leased during the fiscal year preceding the date of this status certificate.

Substantial changes to the common elements, assets or services

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

Insurance

- 26. The corporation has secured all policies of insurance that are required under the Condominium Act, 1998. **Each unit owner is advised to carefully review the enclosed Certificate of Insurance, including the extent of any deductibles**, and to become familiar with and to understand that each unit owner is responsible for insuring any contents in and improvements to their individual units. As well each unit owner insurance policy should also include personal third party liability insurance, reimbursement for living expenses outside of your unit and **protection against any deductible charges that might accrue to the unit owner from the Condominium Corporation**. The Corporation shall insure the units (excluding contents and improvements) with reference to the standard unit by-law or standard unit schedule of the Corporation and the common elements for full replacement cost without deduction for depreciation.

Phased condominium corporations

- 27. The declarant has completed all phases described in the disclosure statement that the Corporation has received from the declarant under subsection 147 (5) of the Condominium Act, 1998 with respect to the phase that contains the unit.
- 28. The declarant does not own any of the units in the phases, including units that are part of the property designed to control, facilitate or provide communications to, from or within the property.
- 29-32 These clauses deal with common elements, vacant leasehold condominium corporation and do not apply to this condominium corporation.

Attachments

33. The following documents are attached to this Status Certificate and form part of it.
- (a) a copy of the current declaration, by-laws and rules, *(if applicable, add: which include an occupancy standards by-law)*;
 - (b) a copy of the budget of the Corporation for the current fiscal year, its last annual audited financial statements and the auditor's report on the statements;
 - (c) a list of all current agreements mentioned in section 111, 112 or 113 of the *Condominium Act, 1998* and all current agreements between the Corporation and another corporation or between the Corporation and the owner of the unit;
 - (d) a certificate or memorandum of insurance for each of the current insurance policies.

[if applicable add the following items:

- (e) a copy of all applications made under section 109 of the *Condominium Act, 1998* to amend the declaration or description for which the court has not made an order;
- (f) a copy of the schedule that the declarant has delivered to the board setting out what constitutes a standard unit, if there is no by-law of the Corporation establishing what constitutes a standard unit;
- (g) a copy of all applications, if any, described in clause 98 (1) (b) of the *Condominium Act, 1998* or section 24.6 of Ontario Regulation 48/01 (General) made under the *Condominium Act, 1998* that bind the unit;
- (h) a copy of a notice dated [December 21, 2020](#) containing a summary of the reserve fund study, a summary of the proposed plan for future funding of the reserve fund and a statement indicating the areas, if any, in which the proposed plan differs from the study;
- (i) a copy of an order appointing an inspector under section 130 of the *Condominium Act, 1998* or an administrator under section 131 of the *Condominium Act, 1998*;
- (j) a copy of the disclosure statement that the Corporation has received from the declarant under subsection 147 (5) of the *Condominium Act, 1998* with respect to the phase that contains the unit unless the declarant has completed all phases described in the disclosure statement and the declarant does not own any of the units in the phases except for the part of the property designed to control, facilitate or provide telecommunications to, from or within the property;
- (k) a copy of an application by the lessor for a termination order under section 173 of the *Condominium Act, 1998*;
- (l) if the leasehold interests in the units of the Corporation have been renewed and an amendment to the declaration has not yet been registered under subsection 174 (8) of the *Condominium Act, 1998*, a copy of the provisions that apply upon renewal.]

Rights of person requesting certificate

34. The person requesting this certificate has the following rights under subsections 76 (7) and (8) of the *Condominium Act, 1998* with respect to the agreements listed in subparagraph 33 (c) above:
- 1. Upon receiving a written request and reasonable notice, the Corporation shall permit a person who has requested a status certificate and paid the fee charged by the Corporation for the certificate, or an agent of the person duly authorized in writing, to examine the

agreements listed in subparagraph 33 (c) at a reasonable time and at a reasonable location.

2. The Corporation shall, within a reasonable time, provide copies of the agreements to a person examining them, if the person so requests and pays a reasonable fee to compensate the Corporation for the labour and copying charges.

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

Crossbridge Condominium Services Ltd.
Agent acting on behalf of:
Toronto Standard Condominium Corporation No. 2136

Adela Bertiean *

Date May 04, 2022

Adela Bertiean
Authorized Signing Officer
I have the authority to bind the Corporation

Daniel Fama *

Date May 04, 2022

Daniel Fama
Authorized Signing Officer
I have the authority to bind the Corporation

* Executed pursuant to the Electronic Commerce Act (Ontario)

OFFICE SCHEDULE

AT 28 11162

CERTIFICATE OF RECEIPT
RÉCÉPISSE
TORONTO (66)

2011-09-13

12:40

DECLARATION | PHASED CONDOMINIUM ACT, 1998

TORONTO STANDARD CONDOMINIUM PLAN NO.	2136
NEW PROPERTY IDENTIFIER'S BLOCK	76136
RECENTLY :	BEING ALL OF PIN: 21356-0201
DECLARANT :	KINTYRE CO-OPERATIVE DEVELOPMENT CORPORATION

ILER, CAMPBELL LLD.

EDWARD M. HYLAND

150 JOHN STREET

TORONTO, ONTARIO

M5V-3E3

FLOOR: 7

PHONE: 416-598-0103

FAX: 416-598-3484

No. OF UNITS 316

FEES : $316 \times 5 = 1580 + \$70.00 = \$1,650.00$

Ont. Reg. 49/01

Form. 1

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

Toronto Standard Condominium Corporation No. 2136 amends, as set out in the attached Schedule:

- ☒ its declaration registered as Instrument Number AT2630973 (and amended by Instrument Number AT2811162)
- ☐ its description identified (identify plan specified in subsection 27(2) of this Regulation).

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

Dated this 12 day of October, 2011.

TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 2136

Per: Jerry P. Baum
Name: _____
Title: _____

Per: [Signature]
Name: _____
Title: _____

AMENDMENT TO DECLARATION AND DESCRIPTION

Toronto Standard Condominium Corporation No. 2136
Instrument Number AT2630973 (the Declaration)

The Declaration is hereby amended as follows:

1. Section 1 of the Declaration is amended by deleting therefrom the following definition:

"Retail Parking Units means Parking Units 129 to 133, inclusive, on Level A (and Retail Parking Unit means any one of them)."

2. Paragraph "b." of Section 28 of the Declaration is deleted and replaced with the following:

"b. Subject to sub-paragraph 28c., below, any or all of the Parking Units, Parking-Bicycle Storage Units and/or Locker Units may at any time be sold, leased, charged, transferred or otherwise conveyed, either separately or in combination with any other Units, provided, however, that any sale, transfer, assignment or other conveyance of any Parking Unit, Parking-Bicycle Storage Unit and/or Locker Unit shall be made only to the Declarant, to the Corporation or to any Owner of a Dwelling Unit or of a Retail Unit."

3. Paragraph "d." of Section 28 of the Declaration is amended by deleting therefrom the phrase "Parking Units, Parking-Bicycle Storage Units and/or Locker Units may be leased to the Owners of, or tenants in actual occupation of, Dwelling Units, or, in the case of Retail Parking Units, Retail Units;" and replacing it with the following:

"Parking Units, Parking-Bicycle Storage Units and/or Locker Units may be leased to the Owners of, or tenants in actual occupation of, Dwelling Units or Retail Units;"

4. Paragraph "f." of Section 28 of the Declaration is deleted and replaced with the following:

"f. Ownership of a Parking Unit by the Owner of a Retail Unit, either directly or indirectly, shall be limited to one Parking Unit at any time."

5. Paragraph "g." of Section 28 of the Declaration is deleted and replaced with the following:

"g. Notwithstanding anything contained in this Declaration, save and except for the Declarant and/or the Corporation, no one shall retain ownership of any Parking Unit, Parking-Bicycle Storage Unit and/or Locker Unit after he or she has sold and conveyed title to his or her Dwelling Unit or, as the case may be, Retail Unit, and any sale, transfer, assignment or other conveyance of any Parking Unit, Parking-Bicycle Storage Unit and/or Locker Unit shall be made only to the Declarant or to the Corporation or to an Owner of a Dwelling Unit or to an Owner of a Retail Unit who does not already own a Parking Unit or, in the case of a Car Share Parking, to a successor or assign of the Car-Sharing Company, provided that such successor or assign shall use such Car Share Parking as part of its operation of a car-sharing program."

6. Clause "iii." of paragraph "m." of Section 54 is deleted.

Condominium Act, 1998

AMENDMENT TO DECLARATION AND
DESCRIPTION TO CREATE A PHASE

(sub-section 146(3) of the *Condominium Act, 1998*)

AMENDMENT TO DECLARATION

I (We) state that:

1. The Board has been elected at a meeting of owners held on the 15th day of June 2011, at a time when we, the declarant, did not own the majority of the units.
2. More than sixty (60) days have passed since the registration of the declaration and description or the registration of the latest amendments to the declaration and description creating a phase, whichever is the later.
3. There is no outstanding application to the Superior Court of Justice for an injunction under subsection 149(2) of the *Condominium Act, 1998* and the Superior Court has not issued an injunction to prevent the registration of the amendments creating the phase.
4. More than 60 days have passed since I/we, the Declarant, delivered to the Corporation the documents described in clauses 149(1)(a)(b)(c) of the *Condominium Act, 1998*.

The declaration of Toronto Standard Condominium Corporation No. 2136 registered as Instrument Number AT2630973 on February 28, 2011 (known as the Declaration) is amended as follows:

1. Schedule A is replaced with Schedule A attached.
2. Schedule B is amended to include the attached consents.
3. Schedule C is amended to include the material identified as Amendments to Schedule C attached.
4. Schedule D is replaced with Schedule D attached.
5. No Schedule E is attached.
6. Schedule F is amended to include the material identified as Amendments to Schedule F attached.
7. Schedule G is amended to include the material identified as Amendments to Schedule G attached.
8. Schedule K attached is added to the Declaration.

AMENDMENT TO THE DESCRIPTION

The description identified as Toronto Standard Condominium Plan No. 2136 is amended as follows:

1. Part I of the description is amended to include the following prepared by P. Hofmann, Ontario Land Surveyor and dated June 1, 2011:
 - (a) A perimeter plan of survey, on sheet 3 of 19 and
 - (b) Five sheets designating units for the land included in the phase, designated as sheets 8, 10, 12, 13 and 14 of 19 sheets.
2. Part 5 is added consisting of architectural plans of the buildings on the land included in the phase prepared by Burka Architects Inc. and dated July 5, 2011.
3. Part 6 is added consisting of structural plans of the buildings on the land included in the phase prepared by Sigmund Soudack & Associates Inc. and dated July 5, 2011.

Dated as of the 12th day of September 2011.

KINTYRE CO-OPERATIVE DEVELOPMENT
CORPORATION

Per:


Name: VICENTA BLAKE
Title: President

Per:


Name: GORDON MOIR
Title: Secretary

We have the authority to bind the corporation.

OFFICE SCHEDULE

AT

2630973

CERTIFICATE OF RECEIPT
RÉCÉPISSE
TORONTO (66)

2011-02-28

11:56

DECLARATION

CONDOMINIUM ACT, 1998

TORONTO STANDARD CONDOMINIUM PLAN NO. 2136

NEW PROPERTY IDENTIFIER'S BLOCK 76136

RECENTLY : PART OF 21356-0199

DECLARANT : KINTYRE CO-OPERATIVE DEVELOPMENT CORPORATION

EDWARD HYLAND

ILER CAMPBELL, LLP

890 YONGE ST,

SUITE 700, TORONTO, ON

M4W 3P4

416-598-0103

No. OF UNITS 1,166

FEES : 1166X\$5.00+\$70.00 = \$5,900.00

DECLARATION

THIS DECLARATION (the Declaration) is made and executed pursuant to the *Condominium Act, 1998 S.O. 1998, c.19*, and its regulations, as may be amended or replaced from time to time (together, the *Act*),

BY: KINTYRE CO-OPERATIVE DEVELOPMENT CORPORATION (the Declarant), a corporation incorporated under the laws of the Province of Ontario

BACKGROUND:

- I. The Declarant's municipal address is c/o Options for Homes Non-Profit Corporation (Greater Toronto Area), 468 Queen Street East, Suite 310; Toronto, Ontario M5A 1T7.
- II. The Declarant is the owner in fee simple of the real property (the Property) located in the City of Toronto, in the Province of Ontario more particularly described in Schedule A to this Declaration and in the description (herein call the Description) submitted with this Declaration by the Declarant.
- III. The municipal and mailing address of the Property is 60 Heintzman Street, Toronto, Ontario M6P 5A1 and 61 Heintzman Street, Toronto, Ontario M6P-5A2.
- IV. The Declarant has constructed two linked high-rise towers, namely, Tower A (on the westerly part of the Property, adjacent to Keele Street) and Tower B (on the easterly part of the Property, adjacent to Indian Grove) (together referred to as the Building) containing various units as more particularly described in this Declaration.
- V. The Declarant intends that the Property and the Building constructed on the Property shall be governed by the *Act*, and that the registration of this Declaration and the Description will create a freehold condominium that is a phased standard condominium corporation created pursuant to Part XI of the *Act*.

THE DECLARANT DECLARES AS FOLLOWS:

PART 1 INTRODUCTION

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 requires otherwise, and, in particular, the terms set out in this paragraph 1 shall have the following meanings ascribed to them:

Amending Odour Mitigation Agreement means an agreement to amend the Odour Mitigation Agreement, entered into between the Declarant and National Rubber Technologies Corporation and dated June 16, 2008.

Board means the board of directors of the Corporation.

Building has the meaning set out in paragraph IV above.

By-laws means the by-laws passed by the Board and confirmed by the Owners of a majority of the Units from time to time.

Car-Sharing Company means the car-sharing company, however incorporated and organized, that will park motor vehicles in the Car Share Parking for the purpose of renting such motor vehicles to its members, and includes any successors and assigns carrying on the business of a car-share program.

Car Share Parking includes those Parking Units at any time whose registered owner is the Car-Sharing Company and any Parking Spaces that are leased or licensed from time to time to the Car-Sharing Company by the Corporation.

City Lane includes the lands and premises to the south of the Property, described as Part Lots 1 to 3, inclusive, Registered Plan 1400 West Toronto Junction as in WH129317; Reserve, Registered Plan 677 West Toronto Junction as in WH111172; Lane Registered Plan 677 West Toronto; Lane Registered Plan 761 West Toronto Junction South of Lot 2, Plan 761; Lane Registered Plan 1400 West Toronto Junction being the lane between Heintzman Street and Indian Grove (being all of P.I.N. 21356-0068(LT)) and the lands and premises described as Part Lots 1, 2 and 3, Registered Plan 1400 Toronto; Part of Vanhome Street, Registered Plan 761 West Toronto Junction, closed by unregistered By-law 6411, designated as Part 2 on Reference Plan 66R-24147, City of Toronto (being all of P.I.N. 21356-0197(LT)).

Commercial Unit means Unit 6 on Level A.

Common Elements means all the Property and Building except the Units.

Common Expenses means the expenses of the performance of the objects and duties of the Corporation and, without limiting the generality of the foregoing, shall include those expenses and costs set forth in Schedule E attached to this Declaration.

Condominium or Corporation means the freehold condominium corporation that is a phased (standard) condominium corporation created pursuant to the Act by the registration of this Declaration and the Description.

Description means the description of the condominium required by the Act, submitted with this Declaration for registration.

Disabled Parking includes Parking Unit 75 on Level A, Parking Unit 103 on Level 3 and such other Parking Spaces that are designated from time to time by the Corporation for parking of motor vehicles for physically disabled persons or other persons with a valid accessible parking permit and are clearly identified by the international symbol of accessibility for the disabled.

Dwelling Units means Units 1 to 14, inclusive, on Level 1; Units 1 to 24, inclusive, on Levels 2 and 3, inclusive; Units 1 to 25, inclusive, on Level 4; Units 26 to 41, inclusive, on Level 4, Phase 1; Units 1 to 26, inclusive, on Levels 5 to 9, inclusive; Units 27 to 43, inclusive, on Levels 5 to 9, inclusive, Phase 1; Units 1 to 25, inclusive, on Levels 10 and 11, inclusive; Units 26 to 42, inclusive, on Levels 10 and 11, Phase 1; Units 1 to 12, inclusive, on Levels 12 to 16, inclusive; Units 13 to 29, inclusive, on Levels 12 to 16, inclusive, Phase 1; Units 1 to 17, inclusive, on Levels 17 to 19, inclusive, Phase 1; Units 1 to 9, inclusive, on Levels 20 to 24, inclusive, Phase 1 (and Dwelling Unit means any one of them).

Emissions Warning Clause means the clause set out in paragraph 56 of this Declaration.

Exclusive Use Common Elements means the portions of the Common Elements, which are shown on the Description and described in Schedule F to the Declaration, of which the Owners of certain Units shall have the exclusive use.

Insurance Trust Agreement is defined in paragraph 53 of this Declaration.

Insurance Trustee means the trustee under the Insurance Trust Agreement.

Locker Units means Units 188 to 311, inclusive, on Level A; Units 127 to 311, inclusive, on Level B; Units 64 to 116, inclusive, on Level 2; and Units 107 to 148, inclusive, on Level 3 (and Locker Unit means any one of them).

Odour Mitigation Agreement means minutes of settlement between the City of Toronto and various other parties, notice of which is registered against title to the Property as Instrument Number AT535181, as amended by the Amending Odour Mitigation Agreement.

Odour Mitigation Obligations means the obligations to implement, maintain and retain certain odour mitigation features in Units on the Restricted Faces of the Building as required by the Odour Mitigation Agreement, including the following:

- a. All balconies shall be fully enclosed on each Restricted Face;
- b. Each Unit and each hallway on each Restricted Face shall be designed to meet the performance standard that no outside air (under normal wind conditions tabulated as Wind Speed (km/h) as published in Canadian Climate Normals 1971-2000 by Environment Canada, for Pearson Airport), other than delivered by any ventilation system, shall enter such unit or hallway. This performance standard shall be met in the design and construction of the Building by the use of non-operable windows as per the Ontario Building Code (Section 9.32.1.3) with the exception that one operable window of minimum allowable size may be in each enclosed balcony, provided that sufficient pressurization or equivalent equipment is installed in hallways and units to ensure that all applicable hallways and units meet above-mentioned performance standard; and
- c. The fresh air intakes for the Building will incorporate 2" thick carbon filters model AmAir/C Plus manufactured by AAF International or functional equivalent to filter the entire incoming air stream.

Owner means the owner of the freehold estate in a Unit or Units in the Building (and Owners means more than one of them), but does not include a mortgagee unless in possession.

Parking-Bicycle Storage Units means Units 47, 48, 76 and 176 to 185, inclusive, on Level A; Units 1 to 9, inclusive, and Unit 126 on Level B; and Units 30 to 45, inclusive, on Level 3 (and Parking-Bicycle Storage Unit means any one of them).

Parking Space means an area of the Common Elements to be used for parking and designated as such on the Description, and includes those areas of the Common Elements to be used for parking that are exclusive use Common Elements, if any.

Parking Units means Units 7 to 46, inclusive, Units 49 to 75, inclusive, Units 77 to 175, inclusive, Unit 186 and Unit 187, on Level A; Units 10 to 125, inclusive, on Level B; Unit 15 on Level 1; Units 25 to 63, inclusive, on Level 2; and Units 25 to 29, inclusive, and Units 46 to 106, inclusive, on Level 3 (and Parking Unit means any one of them).

Pedestrian Commons means a portion of the outdoor landscaped areas designated as such on the Description of the Condominium, on Level 1 and forming part of the Common Elements, extending from the east side of Keele Street along the southerly portion of the Property in front of the entrance to Tower A to the westerly edge of the portion of the City Lane, comprising a publicly accessible outdoor landscaped and pedestrian walkway area that is intended to be used by the Owners, residents of the Condominium, and their respective tenants, invitees and/or licensees from time to time and by the general public, in accordance with the provisions of paragraph 22 of this Declaration.

Phase 1 means the lands legally described as part of Lots 1 to 15, Registered Plan 761 York; part of Blocks C and D, Registered Plan 761 York; part of Lane, Registered Plan 761 closed by By-law 18532, registered as Instrument Number WH72640 (Firstly); part of One Foot Reserve, Registered Plan 641 York abutting Lane; part of Lot 14 and part of Lot 15, Registered Plan 641 York, part of Lane, Registered Plan 641 York closed by By-law 18532, registered as Instrument Number WH72640 (Secondly); part of Lot 14, Registered Plan 576 York, designated as Part 2 on a plan of survey of record deposited in the Land Titles Division of the Toronto Registry Office (No. 66) as Reference Plan 66R-25139, which lands are to be added to this Condominium by amendment to the Declaration and the Description in accordance with Part XI of the *Act*.

Recreation Facilities means the multi-purpose rooms, the green education rooms, the library, the outdoor common terrace on Level 4, the hobby rooms, the games-board rooms and the amenity fitness room, together with all other amenities, facilities, equipment and furnishings situate or contained in such facilities or which may at any time be used in connection with the operation, enjoyment and/or maintenance thereof, which form part of the Common Elements.

Residential Garbage Storage and Recycling Rooms means garbage storage and recycling rooms designated as such on the Description, which are located on Level 1, are part of the Common Elements of this Condominium and are intended to be used solely for the purposes set out in paragraph 19 of the Declaration.

Restricted Faces means the north and east façades of the Building, which are more particularly depicted in Schedule 4 to the Amending Odour Mitigation Agreement.

Restrictive Covenant means the terms and provisions of restrictive covenants described and set forth in an Application to Annex Restrictive Covenant S. 119, registered against title to the Property and receipted as Instrument Number AT424286 on March 3, 2004.

Retail Corridor means the portions of the common elements located on Level A, more particularly designated as X-2 on Sheet 1 of Part 2 on the Description, which are for the exclusive use of the Retail Units and are intended to be used for the purposes set out in paragraph 18 of this Declaration.

Retail Garbage Storage Room means the room that is part of the common elements on Level A, more particularly designated as X-1 on Sheet 1 of Part 2 on the Description, and is designated for the temporary storage of the garbage and refuse originating from the Retail Units, and intended to be used solely for the purposes set out in paragraph 20 of the Declaration.

Retail Parking Units means Parking Units 129 to 133, inclusive, on Level A (and Retail Parking Unit means any one of them).

Retail Units means Units 1 to 5, inclusive, on Level A (and Retail Unit means any one of them).

Rules means the rules made by the Board pursuant to the *Act* and that are in effect from time to time.

Section 37 Agreement means an agreement with the City of Toronto entered into pursuant to Section 37 of the *Planning Act*, R.S.O. 1990 c.P13 and in effect from time to time, notice of which is registered against title to the Property as Instrument Number AT535180, as amended by an amending agreement dated September 7, 2008 notice of which is registered on title to the Property as Instrument Number AT1982880.

Unit means any one of the Dwelling Units, Retail Units, Commercial Unit, Parking Units, Parking-Bicycle Storage Units and Locker Units (and Units means more than one of them).

Utility Monitor means a third party contractor retained to read the thermal check meters, the electricity check meters and any other utility meters or check meters appurtenant to, as applicable, each of the Dwelling Units, the Commercial Unit and the Retail Units.

Visitor Parking Space means a Parking Space designated as such on the Description, being part of the Common Elements, and as more particularly described in sub-paragraph 16.a of this Declaration.

2. **SCHEDULES** -- The following schedules are appended to and form part of this Declaration:

Schedule A --	Legal Description of the Property
Schedule B --	Consent of Mortgagee
Schedule C --	Boundaries of Units
Schedule D --	Proportionate Interest in Common Elements and Proportionate Share of Common Expenses
Schedule E --	Common Expenses
Schedule F --	Exclusive Use Common Elements
Schedule G --	Certificate of Architect or Engineer

3. **GOVERNING LEGISLATION** -- The Property and interests appurtenant to the Property, as these are described in the Description and Schedule A, are governed by the *Act*. The terms used in this Declaration have the same meaning as set out in the *Act*, as amended from time to time, unless otherwise specified.

4. **PHASED CONDOMINIUM** -- The registration of this Declaration and the Description will create a freehold condominium that is a phased standard condominium corporation created in accordance with Part XI of the *Act*.

5. **CONSENT OF MORTGAGEES** -- The consents of all persons who have registered mortgages against the Property or interests appurtenant to the Property are attached as Schedule B to this Declaration.

6. **BOUNDARIES OF UNIT** -- The monuments controlling the extent of the Units are the physical surfaces and the monuments described in Schedule C to this Declaration. Notwithstanding the boundaries set out in Schedule C, the following shall apply:

a. **Dwelling Units**

- i. Each Dwelling Unit shall include all pipes, wires, cables, conduits, ducts and mechanical and similar apparatus, including, but not limited to, the heating, air conditioning and ventilation equipment and appurtenant fixtures attached to the Dwelling Unit, all of which provide a service or utility to that particular Unit only.
- ii. Each Dwelling Unit shall exclude all concrete, concrete block or masonry portions of load bearing walls, columns, floor slabs, exterior doors, door frames, windows and window frames, and any pipe, wire, cable, conduit, duct, shaft and mechanical or similar apparatus that is located within the Unit boundaries described in Schedule C and that provides a service or utility to another Unit or to the Common Elements.

b. **Commercial Unit**

- i. The Commercial Unit shall include all pipes, wires, cables, conduits, ducts and mechanical or similar apparatus, including, but not limited to, heating, air conditioning and ventilation equipment and appurtenant fixtures attached thereto, all of which provide a service or utility to that particular Unit only and the exterior doors, door frames, windows and window frames.
- ii. The Commercial Unit shall exclude all concrete, concrete block or masonry portions of load bearing walls, columns, and floor slabs and any pipe, wire, cable, conduit, duct, shaft and mechanical or similar apparatus that is located within the Unit boundaries described in Schedule C and that provides a service or utility to another Unit or to the Common Elements.

c. **Retail Units**

- i. Each Retail Unit shall include all pipes, wires, cables, conduits, ducts and mechanical or similar apparatus, including, but not limited to, heating, air conditioning and ventilation equipment and appurtenant fixtures attached thereto, all of which provide a service or utility to that particular Unit only and the exterior doors, door frames, windows and window frames.
- ii. Each Retail Unit shall exclude all concrete, concrete block or masonry portions of load bearing walls, columns, and floor slabs and any pipe, wire, cable, conduit, duct, shaft and mechanical or similar apparatus that is located within the Unit boundaries described in Schedule C and that provides a service or utility to another Unit or to the Common Elements.

d. **Parking Units**

Each Parking Unit shall exclude all equipment or apparatus, including any fans, pipes, wires, cables, conduits, ducts, flues, shafts, fire hoses, sprinklers, lighting fixtures, air-conditioning or heating equipment appurtenant to the Parking Unit and which provide any service to the Common Elements or Units, all wall structures and support columns, and beams as well as additional floor surfacing (including membranes and coatings) which may be located within any Parking Unit.

e. Locker Units

Each Locker Unit shall exclude all equipment or apparatus, including any fans, pipes, wires, cables, conduits, ducts, flues, shafts, fire hoses, sprinklers, lighting fixtures, air-conditioning or heating equipment appurtenant to the Locker Unit and which provide any service to the Common Elements or Units, all wall structures and support columns, and beams as well as additional floor surfacing (including membranes and coatings) which may be located within any Locker Unit.

f. Parking-Bicycle Storage Units

Each Parking-Bicycle Storage Unit shall exclude all of the items or matters that are excluded within each Parking Unit in accordance with sub-paragraph 6d, above, and all of the items or matters that are excluded within each Locker Unit in accordance with sub-paragraph 6e, above.

7. COMMON INTEREST AND COMMON EXPENSE ALLOCATION — Each Owner shall have an undivided interest in the Common Elements as a tenant-in-common with all other Owners, and each Owner shall contribute to the Common Expenses, in the proportions set out opposite each Unit number in Schedule D to this Declaration. The total of the proportions of the common interests and proportionate contribution to Common Expenses shall each be 100%.

8. APPROVAL AUTHORITY REQUIREMENTS — The following conditions have been imposed by the approval authority and are included in this Declaration:

- a. Notice is hereby given that the City Lane will be given a low priority by the City of Toronto for winter maintenance by the City, and such lane is salted only and not ploughed.
- b. The Visitor Parking Spaces shall form part of the Common Elements, and shall neither be used by or leased or sold to an Owner or otherwise assigned, nor be considered to be part of any portion of the Exclusive Use Common Elements.
- c. Disabled Parking that consists of Parking Spaces shall remain under the control of the Corporation and may not form any part of the Exclusive Use Common Elements.
- d. Disabled Parking that are Parking Units (in this sub-paragraph referred to as a Disabled Parking Unit) shall be subject to the following restrictions upon their ownership and occupation, from time to time:
 - i. If a disabled person, 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 an individual whose licence plate incorporates the international symbol for the physically challenged, purchases or leases a Dwelling Unit and a Parking Unit which is not designated for the disabled, then the Owner or any person occupying a Disabled Parking Unit shall, if such Owner or other person is not disabled, upon notice from the Corporation and at the request of the disabled person, exchange the right to occupy his or her Disabled Parking Unit with the disabled person for the Parking Unit that was purchased or leased by the disabled person, and the exchange of the right to occupy the Disabled Parking Unit shall continue for the full period of the disabled person's residence in the Building.
 - ii. No rent, charges, fees or costs whatsoever shall be charged by the Owner, occupant or the Corporation in connection with the transfer and exchange of the right to occupy his or her Disabled Parking Unit.
 - iii. When a disabled person requests an exchange of occupancy rights for a Disabled Parking Unit, the Corporation shall immediately notify the Owner and any person occupying the Disabled Parking Unit and such Owner and/or occupant shall complete the exchange of use immediately upon delivery of the notice, provided, however, that said Owner or occupant is not disabled.

9. CERTIFICATE OF ARCHITECT/ENGINEER — As required by the *Act*, a certificate of an architect/engineer that the Building has been constructed in accordance with the regulations is attached as Schedule G to this Declaration.

10. MAILING ADDRESS AND ADDRESS FOR SERVICE — Until changed, the Corporation's address for service and mailing address shall be:

c/o Options for Homes Non-Profit Corporation (Greater Toronto Area)
468 Queen Street East, Suite 310
Toronto, Ontario M5A 1T7

PART 2

OCCUPATION AND USE OF COMMON ELEMENTS

11. GENERAL USE

- a. Each Owner may make reasonable use of, and has the right to make reasonable use of, the whole or any part of the Common Elements (other than Exclusive Use Common Elements which are not appurtenant to an Owner's Unit), subject to any conditions or restrictions set out in the *Act*, the Declaration, the By-laws, and the Rules. No condition shall be permitted

to exist in, and no activity shall be carried on, in or upon, any portion of the Common Elements which are likely to damage the Property, injure any person, unreasonably interfere with the use or enjoyment by other Owners of the Common Elements and the other Units, or which may result in the cancellation (or threat of cancellation) of any policy of insurance obtained or maintained by the Corporation or in the significant increase of premiums for such insurance policies or of any deductible portion under such policies.

- b. No one shall, by any conduct or activity conducted in or upon any part of the Common Elements, impede, hinder or obstruct any right, privilege, easement or benefit given to any party, person or other entity pursuant to (or by virtue of) this Declaration, any By-law of the Corporation or any conveyance or agreement authorized by the By-laws of the Corporation.
- c. No Owner shall make any change or alteration to the Common Elements, or maintain, decorate, alter or repair any part of the Common Elements, except for maintaining those parts of the Common Elements which he/she has a duty to maintain, without obtaining the approval of the Corporation in accordance with the By-laws and entering into an agreement pursuant to Section 98 of the *Act*.
- d. No part of the Common Elements, including, without limitation any part of an Exclusive Use Common Element area, may be used in contravention of the Restrictive Covenant or in contravention of the restrictions set out in the Odour Mitigation Agreement.
- e. The Declarant shall be entitled to erect and maintain signs, displays and sales facilities in and upon the Common Elements until title in all Units has been transferred by the Declarant.
- f. The Declarant, its sales staff and their respective invitees shall be entitled to use the Common Elements for access to and egress from model suites that the Declarant maintains for display and sales purposes or construction, as the case may be.

12. **RESTRICTED ACCESS** – Without the consent in writing of the Board, no Owner shall have any right of access to those parts of the Common Elements used from time to time as the building superintendent's dwelling, a management office, utility, service, maintenance or storage area, or any other parts of the Common Elements used for the care, maintenance or operation of the Property. This paragraph shall not apply to any mortgagee holding mortgages on at least 10% of the Units, if exercising a right of access for purposes of inspection upon giving 48 hours notice to the Corporation's property manager.

Only Owners of a Dwelling Unit, their families, tenants and invitees shall be entitled to use any part of the Common Elements that may from time to time be designated for recreational purposes, subject to the Declaration and the Rules.

13. **CORPORATION'S CHANGES TO COMMON ELEMENTS, ASSETS AND SERVICES** – The Corporation may make:

- a. an addition, alteration or improvement to the Common Elements;
 - b. a change in the assets of the Corporation; or,
 - c. a change in the service that the Corporation provides to the Owners;
- only in accordance with Section 97 of the *Act*.

The Corporation shall have access at any reasonable time to any part of an Exclusive Use Common Element area to carry out such addition, alteration or improvement.

14. **EXCLUSIVE USE OF COMMON ELEMENTS** – Each Owner of the Units specified in Schedule F to this Declaration has the exclusive use of those parts of the Common Elements specified in Schedule F, subject to the *Act*, this Declaration, the By-laws and the Rules, and also subject to a right of entry in favour of the Corporation to those areas of the Exclusive Use Common Elements that may be necessary to permit repairs or maintenance or inspection of the Common Elements or Units or to give access to the utility and service areas adjacent to the Exclusive Use Common Element areas.

15. **RECREATION FACILITIES** – The Recreation Facilities shall be used only to accommodate the meetings, parties and other permitted uses that have been convened or arranged by, and which benefit, the Owners of the Dwelling Units, together with the residents, tenants and licensees of the Dwelling Units. The use of the Recreation Facilities or any part thereof shall be subject to the terms and provisions of all applicable municipal by-laws and regulations pertaining to the Property, and shall also be governed by the Declaration and by the Rules. Save and except for their use by the Declarant (while the Declarant owns any Dwelling Units in the Condominium) and subject to the discretion of the Board, a minimal damage deposit, together with a service/cleaning charge, may have to be paid, in advance, by all persons using the Recreation Facilities, or any part thereof, for each day/night of use or occupancy, in accordance with the Rules passed by the Board from time to time in connection with such use or occupancy. In addition, the Board may levy, in its sole discretion and from time to time, a security charge covering the cost of retaining temporary security personnel to monitor the access and egress of guests and visitors to any such meeting and/or party or gathering. No occupancy fee or rental charge, damage deposit, service/cleaning charge, security charge, or other charge whatsoever shall, however, be required to be paid or posted by the Declarant.

not paid with respect to any meeting(s) of the Board or Owners that are convened for the purposes of formally conducting the business and affairs of the Corporation.

16. VISITOR PARKING SPACES

- a. Each Visitor Parking Space shall, subject to any licence or lease of same that the Corporation may make by By-law, be for the parking thereon of only one motor vehicle by visitors to the Dwelling Units. There are no Visitor Parking Spaces available for customers or employees or visitors of the Retail Units or visitors or customers or employees of the Commercial Unit. Each such space shall be marked with appropriate signs.
- b. The use of Visitor Parking Spaces is subject to the terms and provisions contained in the Declaration as well as the Rules. The Visitor Parking Spaces shall be designated as visitor parking by means of clearly visible signs. The Declarant, its sales and management personnel, agents, sub-trades, invitees and prospective purchasers shall have the right, without charge, to use a block of ten Visitor Parking Spaces, such block to be designated by the Declarant in its sole discretion, until such time as title to all Dwelling Units in the Condominium have been conveyed by the Declarant.
- c. At all times when necessary, each Visitor Parking Space is subject to a right of access over, along and upon it in favour of the Corporation, together with the Corporation's servants, agents and employees, for the purposes of repairs.

17. BICYCLE STORAGE AREA

- a. The outside bicycle storage area located on Level 1 of the Condominium shall be used only for the temporary storage of the bicycles of visitors to the Condominium.
- b. The bicycle storage area on Level A shall be used only for the storage of the bicycles of those Dwelling Unit Owners in the Condominium (or their respective residents and tenants) who have been assigned an available bicycle space by the Corporation or its property manager. All bicycle spaces within the resident bicycle storage areas shall be assigned and allocated on a "first come, first served" basis, by the Corporation or its property manager.
- c. The use of all bicycle storage areas shall be subject to the terms and provisions of any applicable by-laws and regulations of governmental authorities with jurisdiction, and shall also be governed by the Declaration and by the Rules.

18. RETAIL CORRIDOR - The Retail Corridor is intended to be used:

- a. by the respective owners and tenants of the Retail Units, and their respective authorized employees, agents, representatives and contractors to facilitate access to and egress from each of the Retail Units on Level A;
- b. to enable the authorized employees, agents, representatives and/or contractors of the Corporation to access the Retail Units for the purpose of maintaining, repairing or servicing any of the Retail Units on Level A, as well as maintaining, repairing or servicing all utility, mechanical, electrical, plumbing, storage and/or sewage equipment, installations or systems (and all appurtenances thereto) which service or benefit the Retail Units and any other Units and/or the Common Elements; and
- c. to facilitate the transport of goods, material and equipment to and from the loading/unloading area at the rear or side of this Condominium, to each of the Retail Units, and the temporary placement of goods, material and equipment delivered to or for the benefit of the respective owners and tenants of the Retail Units.

19. GARBAGE STORAGE/RECYCLING ROOMS FOR DWELLING UNITS

- a. The Owners, residents and tenants of the Dwelling Units will have access to, and use of, the Residential Garbage Storage and Recycling Rooms, which are intended to be used solely for the purposes of temporarily storing, sorting and recycling the garbage refuse emanating exclusively from any of the Dwelling Units.
- b. Municipal garbage pick-up service will be available only for the collection and removal of garbage and refuse originating from the Dwelling Units (and from the Common Element areas of this Condominium) and will occur on designated or scheduled municipal garbage pick-up days. On designated municipal garbage collection and pick-up days only, the Corporation shall arrange for this residential garbage container bins to be moved between the Residential Garbage Storage and Recycling Rooms to a reinforced exterior concrete storage/collection pad that will accommodate the Condominium's residential garbage bins. The City of Toronto may require payment of a service charge from the Corporation associated with the municipality's provision of containerized garbage collection services for the residential component of this Condominium, and if so, all such municipal garbage collection charges shall constitute, and be payable by the Owners as part of, the Common Expenses.
- c. The Corporation shall arrange for a trained person to be present at all times during the collection/removal of residential garbage refuse from the Condominium, in order to manoeuvre and transport the Condominium's garbage containers (located within the Residential Garbage Storage and Recycling Rooms) to the refuse staging/collection area on Level 1 and onto the garbage collection vehicles. Such person shall also act as a monitor

when such vehicles are reversing, and ensure that no garbage containers are left outside, except on the mornings of designated garbage pick-up days.

20. RETAIL UNITS AND COMMERCIAL UNIT - GARBAGE COLLECTION

- a. The Retail Garbage Storage Room shall only be used for the purpose of the temporary storage and/or recycling of garbage emanating solely and exclusively from the Retail Units, and containing only the garbage of the respective Retail Unit Owners.
- b. Each of the Retail Unit Owners will be required to transport, at their own expense, the garbage and refuse from their respective Retail Units to the Retail Garbage Storage Room. Access to the Retail Garbage Storage Room shall be restricted to the Declarant and the Corporation, and their respective authorized agents, workmen or representatives, and to the respective Owners and tenants of each of the Retail Units and their respective authorized agents, workmen or representatives.
- c. If there is no municipal garbage pick-up service for the garbage originating from the Retail Units and the Commercial Unit, then:
 - i. each Retail Unit Owner and the Commercial Unit Owner shall be responsible for retaining, at its respective sole cost and expense, one or more private garbage pick-up firms to provide all required garbage collection and removal services for the garbage and refuse originating from its own Retail Unit and, as applicable, the Commercial Unit;
 - ii. each Retail Unit Owner is required to co-ordinate the scheduling of all services for the collection and removal of such Owner's garbage and other refuse in conjunction with (and with the prior approval of) the Condominium's property manager; and
 - iii. the Commercial Unit Owner is required to co-ordinate the scheduling of all services for the collection and removal of such Owner's garbage and other refuse in conjunction with (and with the prior approval of) the Condominium's property manager.
- d. If there is municipal garbage pick-up service available for the collection and removal of garbage and refuse originating from the Retail Units and the Commercial Unit and, furthermore, if the City of Toronto requires payment of a service charge with respect to such collection and removal, then each Retail Unit Owner and the Commercial Unit Owner shall be responsible for the payment of all such charges in respect of their respective Units, and such charges shall be in addition to their Common Expenses. Moreover, if the City of Toronto requires payment of a service charge from the Corporation associated with the municipality's provision of garbage collection and removal services for the Retail Units and/or the Commercial Unit, then all such municipal garbage collection charges shall be reimbursed to the Corporation by the Retail Unit Owners and the Commercial Unit Owner upon the presentation of an invoice therefor to each of the Retail Unit Owners and the Commercial Unit Owner by the Corporation. The allocation of such municipal garbage collection charges among the Retail Unit Owners and the Commercial Unit Owner shall be made by the Board, acting reasonably, to ensure an equitable distribution of such charges among the Retail Unit Owners and the Commercial Unit Owner based on the volume of garbage and refuse from each such Owner's Unit that is being collected and removed. Finally, each Retail Unit Owner and the Commercial Unit Owner shall co-operate with the Corporation's property manager, to the extent desirable or necessary, with respect to the scheduling of all services for the municipal collection and removal of such Owner's garbage and other refuse.
- e. On designated garbage collection and pick-up days only, whether the collection and removal is done through municipal collection service or private collection service, the garbage / refuse of Retail Unit Owners will be moved from the Retail Garbage Storage Room to the refuse staging and collection area designated from time to time by the Board from which the garbage and refuse of the Retail Units will be collected and removed.
- f. The Owners of the Retail Units and the Owner of the Commercial Unit shall arrange, at their sole cost and expense (which will be charge in addition to the Common Expenses by each such Owner) for a trained person to be present at times during the pick-up and removal of the garbage and refuse from the Retail Units and the Commercial Unit from the Condominium, in order to properly manoeuvre the commercial/retail garbage containers to the designated refuse staging and collection area and onto the garbage collection vehicles, and to act as a monitor person when such vehicles are reversing, and to ensure that no commercial/retail garbage containers are left at the refuse staging and collection area except on the mornings of designated garbage pick-up days.
- g. The Corporation shall satisfy the obligation of the Retail Unit Owners and the Commercial Unit Owner to arrange for the presence of the trained person at times during the pick-up and removal of the garbage and refuse from the Retail Units and the Commercial Unit, as hereinbefore provided, if the Retail Unit Owners and the Commercial Unit Owner fail to satisfy such obligation within a reasonable time after written notice is given by the Corporation to such Owners. In that event, the Retail Unit Owners and the Commercial Unit Owner shall be deemed to have consented to such obligation being satisfied by the

Corporation, and the costs associated therewith shall be reimbursed in full to the Corporation by the Retail Unit Owners and the Commercial Unit Owner upon the presentation of an invoice therefor to each of the Retail Unit Owners and the Commercial Unit Owner by the Corporation, such reimbursement to be in addition to the Common Expenses payable by such Owners. The allocation of such costs among the Retail Unit Owners and the Commercial Unit Owner shall be made by the Board, acting reasonably, to ensure an equitable distribution of such costs among the Retail Unit Owners and the Commercial Unit Owner. The Corporation may collect these costs in such instalments as the Board may decide upon, which instalments, following written notice to each such Owner, shall be added to the monthly contributions toward the Common Expenses of such Owner, and shall be considered as Common Expenses and are recoverable as such.

- h. The Retail Unit Owners are responsible, together and individually, for keeping the Retail Garbage Storage Room in a clean condition, at their sole cost and expense. For greater certainty, the cost of cleaning the Retail Garbage Room shall be borne by the Retail Unit Owners in addition to their respective Common Expense charges. The Corporation shall satisfy the obligation of the Retail Unit Owners to keep the Retail Garbage Storage Room in a clean condition, as hereinbefore provided, if the Retail Unit Owners fail to satisfy such obligation within a reasonable time after written notice is given by the Corporation to such Owners. In that event, the Retail Unit Owners shall be deemed to have consented to such obligation being satisfied by the Corporation, and the costs associated therewith shall be reimbursed in full to the Corporation by the Retail Unit Owners upon the presentation of an invoice therefor to each of the Retail Unit Owners by the Corporation, such reimbursement to be in addition to the Common Expenses payable by such Owners. The allocation of such costs among the Retail Unit Owners shall be made by the Board, acting reasonably, to ensure an equitable distribution of such costs among the Retail Unit Owners. The Corporation may collect these costs in such instalments as the Board may decide upon, which instalments, following written notice to each such Owner, shall be added to the monthly contributions toward the Common Expenses of such Owner, and shall be considered as Common Expenses and are recoverable as such.
- i. For greater certainty, each Retail Unit Owner and the Commercial Unit Owner shall pay, and be solely responsible for, the cost of collecting, recycling and/or disposing of the garbage and other refuse originating from its own Unit, including the cost of acquiring or leasing all garbage containers or bins that may be required for the storage thereof, and, if necessary due to the absence of municipal garbage collection services for garbage generated by the Retail Units and the Commercial Unit, the cost of retaining one or more private garbage pick-up firms to provide all required garbage collection and removal services for such Unit Owner's garbage and refuse, based on the type and amount of such garbage, in addition to the Common Expenses attributable to such Owner's Retail Unit (and, as applicable, the Commercial Unit).

- 21. SUPERINTENDENT'S SUITE – The residence designated as the superintendent's suite, which is located on Level 1 and is part of the Common Elements, may be used and occupied solely and exclusively as the residence for the full time building superintendent retained or employed from time to time by or on behalf of the Condominium.

22. PEDESTRIAN COMMONS

- a. The general public, in common with the Owners and residents of the Condominium (and their respective tenants, invitees and licensees) shall be entitled to use freely and enjoy the Pedestrian Commons, and the Corporation shall not, either directly or indirectly, prevent or restrict such access and/or use (nor erect any fences or other structures inhibiting such access or use), any day of the year, except that:
 - i. such public access is revocable by the Board in the case of any person who:
 1. unreasonably interferes with or restricts the ability of other members of the public or lawful occupants of the Condominium to use the Pedestrian Commons;
 2. carries on an unlawful activity;
 3. acts in a manner that is unreasonably inconsistent with the intended use of the Pedestrian Commons as a publicly accessible open walkway;
 4. damages or injures (or attempts to damage or injure) any person, any real and/or personal property, and/or any property rights, including any Units) or Common Element area or areas; or
 5. commits (or attempts to commit) any criminal or quasi-criminal offence, or is in breach of any municipal by-law.
 - b. Access to and/or use of the Pedestrian Commons may be restricted or refused by the Corporation as and when necessary in the event of an emergency, or to permit maintenance, repairs or reconstruction of the Pedestrian Commons (or any portion thereof), or to permit any maintenance or repair to the Building (or any part thereof), including the removal of portions of the Condominium in order to effect maintenance and/or repairs to any below grade structure(s).

- c. All costs and expenses incurred by the Condominium to maintain, repair, insure and/or illuminate the Pedestrian Commons shall form part of the Common Expenses.
23. NOISE/VIBRATION ATTENUATION MEASURES - Any berm, fencing or noise/vibration isolation and attenuation measures implemented and maintained on the Property for the purpose of attenuating noise and vibration emanating from the operations on and along the railway right-of-way adjacent to the Property shall not be tampered with or altered by any Owner, tenant, invitee of an Owner, or any other person, and the Corporation shall have the sole responsibility and duty for and shall maintain these features.

PART 3

OCCUPATION AND USE OF UNITS AND PARKING SPACES

24. GENERAL USE

- a. Each Unit shall be used only for those uses permitted from time to time by the Act, the Declaration, the By-laws, the Rules, and the by-laws of the City of Toronto or any other governmental authority with jurisdiction. The Declarant shall be permitted to maintain Units as models for display and sales purposes and construction until title in all Units has been transferred by the Declarant.
- b. No Unit shall be occupied or used by anyone in such a manner, and no condition shall be permitted to exist in any Unit or portion of the Units, which is likely to damage the Property or Building (or any part thereof), injure any person, unreasonably interfere with the use or enjoyment by other Owners of the Common Elements and the other Units, or which may result in the cancellation (or threat of cancellation) of any policy of insurance obtained or maintained by the Corporation or in the increase of premiums for such insurance policies or of any deductible portion under such policies.
- c. No Unit or part of a Unit, including, without limitation, a Retail Unit or the Commercial Unit, shall be occupied or used by anyone in such a manner or for such a purpose as contravenes the Restrictive Covenant.
- d. An Owner shall comply, and shall require all occupants, tenants, invitees and licensees of his/her Unit to comply, with the Act, the Declaration, the By-laws, the Rules and the by-laws of the City of Toronto or the requirements of any other governmental authority with jurisdiction.
- e. No Owner shall make any structural changes to his/her Unit, or make any other alteration or decoration visible from the exterior of his/her Unit without the prior written consent of the Board.
- f. With respect to any Unit in which services or equipment serving the Common Elements or other Units are located, the Owner of such Unit shall:
 - i. permit access to the Unit as required by the Corporation or its employees or authorized representatives for the purposes of installing, inspecting, maintaining, repairing after damage, or replacing such services or equipment;
 - ii. at all times maintain the Unit at such temperatures as may be required in order to prevent freezing of or any other damage to such services or equipment; and
 - iii. not damage or in any way tamper with any such services or equipment.

25. USE OF PARKING UNITS AND PARKING SPACES

- a. Each Parking Unit and Parking Space (for greater certainty, the reference to "Parking Space" includes Visitor Parking Spaces) shall be used and occupied only for the purpose of parking thereon only one motor vehicle, and such use and occupancy shall be in accordance with the by-laws or statutes of the City of Toronto or any other governmental authority with jurisdiction and with the provisions of this Declaration and the Rules. Without restricting any wider definition of motor vehicle as may be adopted from time to time by the Board, motor vehicle in this Declaration means a private passenger automobile, mini-van, station wagon, or van, which does not exceed the height restrictions of the garage, if any and if applicable, or motorcycle, as customarily understood, or any motor vehicle of the Declarant (including any truck, construction or loading vehicles used by the Declarant or any of its employees, agents or contractors), and shall exclude any type of recreational vehicle, as well as any motor-home, boat and/or snowmobile (and such other vehicles as the Board may wish to exclude from the Property from time to time).
- b. Despite anything else contained in this Declaration, in the event that the Corporation becomes the Owner or tenant of a Parking Unit (or Parking Units), the Board may from time to time designate such Units for alternate use, provided that such alternate use is in accordance with the requirements and by-laws of the City of Toronto and approved by the Owners at a meeting duly called for that purpose.
- c. During the period of time that they are owned by or in the possession of the Car-Sharing Company, the Car Share Parking may be used and occupied only by motor vehicles that are

rented or made available for use by, or are intended to be rented or made available for use by members of the Car-Sharing Company. The Car-Sharing Company may not use or occupy, or permit the use or occupation of the Car Share Parking, with motor vehicles that are rented or made available for use by, or are intended to be rented or made available for use by, other persons. The Declarant and the Corporation shall have no responsibility or liability whatever with respect to the operation or administration of such car-sharing program, nor with respect to any charges imposed for use or participation in the program, nor with respect to the availability, quantity, quality or roadworthiness of any vehicles involved in the car-sharing program operated by the Car-Sharing Company, nor with respect to any costs, claims, damages and/or liabilities arising or incurred in connection therewith.

- d. At all times when necessary, each Parking Unit is subject to a right of access over, along and upon it in favour of the Corporation, together with the Corporation's servants, agents and employees, for the purposes of access to and from mechanical, electrical and service areas of the Common Elements, garage maintenance, and repairs.
- e. Each Owner of a Parking Unit shall have a right of access over those parts of the Common Elements necessary for access to and from such Parking Unit.
- f. Each Owner shall maintain his/her Parking Unit in a clean and sightly condition, despite that the Corporation shall have the right, but not the obligation, to make provision in its annual budget for maintenance of the Parking Units.

26. USE OF LOCKER UNITS - Each Locker Unit may only be used for the storage of non-combustible materials and shall not constitute a danger or nuisance to the residents of the Corporation, the Units or the Common Elements. Each Owner of a Locker Unit shall maintain his or her Locker Unit in a clean and sightly condition. Notwithstanding the provisions of this paragraph, in the event the Corporation becomes the Owner of a Locker Unit (or Locker Units), the Board may, from time to time, designate the Locker Unit(s) for alternative uses, provided that such alteration of 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.

27. USE OF PARKING-BICYCLE STORAGE UNITS

- a. Each Parking-Bicycle Storage Unit shall only be used for the parking of only one motor vehicle and the storage of bicycles and other non-hazardous materials that shall not constitute a danger or nuisance to the residents.
- b. The Declarant, at its option, shall have the right to use and allow its sales staff, authorized personnel or any prospective purchaser or tenant to use any unsold Parking-Bicycle Storage Units, which right shall continue until such time as all the Dwelling Units and Parking-Bicycle Storage Units have been conveyed.
- c. Notwithstanding the provisions of this paragraph 27, if the Corporation becomes the Owner of any of the Parking-Bicycle Storage Units, then the Board may, from time to time, designate the said Parking-Bicycle Storage Units for alternate uses, provided that such alteration of use is in accordance with the requirements and the by-laws of the local municipality and approved by the requisite number of Owner at a meeting duly called for that purpose.
- d. At all times when necessary, each Parking-Bicycle Storage Unit is subject to a right of access over, along and upon it in favour of the Corporation, together with the Corporation's servants, agents and employees, for the purposes of access to and from mechanical, electrical and service areas of the Common Elements, garage maintenance, and repairs.
- e. Each Owner of a Parking-Bicycle Storage Unit shall have a right of access over those parts of the Common Elements necessary for access to and from such Parking-Bicycle Storage Unit.
- f. Each Owner shall maintain his/her Parking-Bicycle Storage Unit in a clean and sightly condition, despite that the Corporation shall have the right, but not the obligation, to make provision in its annual budget for maintenance of such Units.

28. OWNERSHIP OF PARKING UNITS, PARKING-BICYCLE STORAGE UNITS AND LOCKER UNITS

- a. At the option of the Declarant, the Corporation shall be obligated to accept from the Declarant conveyance of title, free and clear of all encumbrances (except for such agreements, restrictions, easements and rights as are registered on title to the Parking Unit, Parking-Bicycle Storage Unit and/or Locker Unit) and for a nominal consideration of \$1.00, to all or any Parking Units, Parking-Bicycle Storage Units and/or Locker Units, as determined by the Declarant, that have not been otherwise transferred from the Declarant to Owners of Dwelling Units, Retail Units, the Commercial Unit or the Corporation, as the case may be. Despite anything else contained in this Declaration, the Declarant shall have the right to sell, give, lease, mortgage, convey or otherwise dispose of to any person those Parking Units, Parking-Bicycle Storage Units and/or Locker Units that are not transferred by it to Owners of Dwelling Units, Retail Units, the Commercial Unit or the Corporation.

- b. Subject to sub-paragraph 28c, below, any or all of the Parking Units, Parking-Bicycle Storage Units and/or Locker Units may at any time be sold, leased, charged, transferred or otherwise conveyed, either separately or in combination with any other Units, provided, however, that any sale, transfer, assignment or other conveyance of any Parking Unit (except a Retail Parking Unit), Parking-Bicycle Storage Unit and/or Locker Unit shall be made only to the Declarant, to the Corporation or to any Owner of a Dwelling Unit, or, in the case of Retail Parking Units, only to the Owner of a Retail Unit
 - c. Despite anything else in this Declaration, the Declarant may, but is not obligated to, sell and transfer to the Car-Sharing Company such number of Parking Units as the Declarant shall determine to be used as Car Share Parking. If the Car-Sharing Company, at any time, ceases to use or occupy the Car Share Parking with motor vehicles that are rented to or made available for use by the members of the Car-Sharing Company for the purpose of carrying on a car-sharing program, then:
 - i. if the Car Share Parking no longer being used for the purpose of carrying on a car-sharing program consists of Parking Units and, furthermore, if the Car-Sharing Company decides to sell, lease, transfer, assign or otherwise convey one or more of such Parking Units, then the Car-Sharing Company may sell, lease, transfer, assign or otherwise convey such Parking Units only to the Corporation or to an Owner of a Dwelling Unit and not to any other person; and
 - ii. if the Car Share Parking no longer being used for the purpose of carrying on a car-sharing program consists of Parking Spaces being leased or licensed to the Car-Sharing Company, then such Parking Spaces shall be dealt with in accordance with the terms of the license or lease to which such Parking Spaces are subject
 - d. Parking Units, Parking-Bicycle Storage Units and/or Locker Units may be leased to the Owners of, or tenants in actual occupation of, Dwelling Units, or, in the case of Retail Parking Units, Retail Units; provided, however, that where a Parking Unit, Parking-Bicycle Storage Unit or Locker Unit is leased to an Owner of a Dwelling Unit or a Retail Unit, then upon the sale, transfer, assignment or other conveyance of the lessee's Dwelling Unit or Retail Unit (or the assignment of the lease thereof), as the case may be, the lease in respect of the Parking Unit, the Parking-Bicycle Storage Unit and/or Locker Unit, as the case may be, shall also be assigned by the said lessee to the transferee or new owner of the Dwelling Unit or Retail Unit within 30 days of the registration of the transfer of title to the said Unit or of the date of the assignment, in the case of the assignment of a lease of, as applicable, the Dwelling Unit or Retail Unit, failing which the lease of the Parking Unit, the Parking-Bicycle Storage Unit or the Locker Unit shall be automatically terminated and be of no further force or effect and the Parking Unit, the Parking-Bicycle Storage Unit or the Locker Unit which is subject to such lease shall thereupon revert to the lessor thereof
 - e. Except as otherwise provided in this Declaration, any instrument or other document purporting to effect a sale, transfer, assignment or other conveyance of any Parking Unit, Parking-Bicycle Storage Unit and/or Locker Unit, in contravention of any of the foregoing provisions, shall be deemed to be null and void and of no force and effect whatsoever.
 - f. Ownership of a Retail Parking Unit by the Owner of a Retail Unit, either directly or indirectly, shall be limited to one Retail Parking Unit at any time.
 - g. Notwithstanding anything contained in this Declaration, save and except for the Declarant and/or the Corporation, no one shall retain ownership of any Parking Unit, Parking-Bicycle Storage Unit and/or Locker Unit after he or she has sold and conveyed title to his or her Dwelling Unit or, as the case may be, Retail Unit, and any sale, transfer, assignment or other conveyance of any Parking Unit, Parking-Bicycle Storage Unit and/or Locker Unit shall be made only to the Declarant or to the Corporation or to an Owner of a Dwelling Unit or, in the case of a Retail Parking Unit, to an Owner of a Retail Unit who does not already own a Retail Parking Unit or, in the case of a Car Share Parking, to a successor or assign of the Car-Sharing Company, provided that such successor or assign shall use such Car Share Parking as part of its operation of a car-sharing program.
29. USE OF DWELLING UNITS— No less than 50% of the floor area of each of the Dwelling Units shall be covered with broadloom or rugs.
30. USE OF COMMERCIAL UNIT
- a. Subject to sub-paragraph 30b, the Commercial Unit shall be occupied and used only for one or more of the following purposes:
 - i. Community centre (other than a community health/fitness centre, clinic or any overnight facility, including, but not limited to, a hostel);
 - ii. Public art gallery;
 - iii. Public library; and
 - iv. Performing arts studio.
 - b. The Owner of the Commercial Unit may request the Declarant's or the Corporation's approval to use the Commercial Unit for another purpose other than those set out above, and each of the Declarant and the Corporation may not unreasonably withhold its respective

approval. The Declarant and the Corporation may, however, withhold their respective approval if the proposed use is for a community health/fitness centre, clinic or any overnight facility, including but not limited to a hostel.

- c. The occupancy and use of the Commercial Unit shall be in compliance with the by-laws of the City of Toronto and, otherwise, in accordance with any statutes, regulations and rules of any governmental authority having jurisdiction, and for no other purposes; provided that any such uses being undertaken in the Commercial Unit shall be carried out in a first class manner so as not to undermine the integrity or quality of the overall design and operation of the Corporation, including the Building, on the Property, and the use of the Dwelling Units.
- d. The Owner of the Commercial Unit shall comply, and shall require all tenants, employees, invitees, licensees and visitors of the Commercial Unit to comply, with the *Act*, this Declaration, the By-laws and the Rules.
- e. No change shall be made in the colour of any exterior glass, window, door or screen of the Commercial Unit except with the prior written consent of the Board.
- f. The Owner of the Commercial Unit shall be responsible, at its own expense, for cleaning the interior of the Commercial Unit.
- g. The Owner of the Commercial Unit shall ensure that all deliveries (e.g. of all goods, supplies, materials, inventory, products, furniture and/or equipment) to the Commercial Unit are made directly through and from the Commercial Unit's exterior front door, and not from or through the lobby of the Condominium or elsewhere.
- h. The Corporation shall, in making Rules regarding the use of the Common Elements and Units pursuant to the *Act*, ensure that any Rules specifically applicable to the Commercial Unit shall be reasonable and consistent with this Declaration and with the reasonable and permitted uses of the Commercial Unit as set out in this article.
- i. The Owner of the Commercial Unit, and its tenants, employees, invitees, customers and licensees (other than an Owner, or tenant in occupation, of a Dwelling Unit), shall not be entitled to use any part of the Common Elements within the residential component of the Corporation, including, but not limited to, the hallways, save and except those areas of the Common Elements as follows (to which access shall not be denied or restricted by the Corporation):
 - i. those portions of the outdoor ground floor areas and such part of the indoor Common Elements that provide access to and egress from the Commercial Unit;
 - ii. those portions of the outdoor and indoor stairwells, corridors and garage ramps that lead to any Parking Units that are being used by the Owner of the Commercial Unit and by their respective tenants, invitees, customers, licensees, and duly authorized and designated employees or agents;
 - iii. those parts of the Common Elements used for ingress to and egress from the Commercial Unit and for shipping and receiving, waste disposal, or as a loading platform for the Commercial Unit;
 - iv. those parts of the Common Elements that are necessary or incidental to the use and enjoyment of the Commercial Unit or any part or parts of the Commercial Unit, or over which any servicing systems run or operate or over those parts of the Common Elements that are required to gain access to such services or servicing systems in order to permit the Commercial Unit or any part or parts of the Commercial Unit to function in accordance with its permitted use; and
 - v. those parts of the Common Elements as are necessary to allow the Owner of the Commercial Unit to maintain and repair the Commercial Unit in accordance with the provisions of this Declaration and the Rules.
- j. The Owner of the Commercial Unit, and any persons occupying the whole or any part of the Commercial Unit with the Owner's consent, may erect, remove, replace or alter any internal walls or partitions within the Commercial Unit and make any structural change in or to the Commercial Unit or make any change to an installation upon the Common Elements or encroach upon and alter the Common Elements without the consent of the Board, for the following purposes:
 - i. to install any signs, advertisement or notice advertising the business being conducted within the Commercial Unit or any part or parts of the Commercial Unit upon any portion of the Common Elements that is located in the immediate vicinity of the Commercial Unit; provided that such installation is in accordance with the restrictions set forth in subparagraph 30k, below, and that the other applicable terms and conditions as set forth in this Declaration and in the Rules are complied with;
 - ii. to install, alter, repair or replace any servicing system that services or is intended to service exclusively the Commercial Unit or any part of the Commercial Unit, such servicing system to include an air-conditioning system, a heating system, an environmental system, a ventilation or air filtration system, a fire alarm or fire

protection system, a sound installation or heat installation system, a sprinkler or a loading system, or sanitary, storm, water and electrical services;

- iii. to allow the change to or removal of non-structural or non-load bearing walls or columns within the Commercial Unit; and
- iv. to alter, replace or install existing or new floor coverings, wall coverings, ceiling coverings, light fixtures and other similar finishings or installations, and generally to construct such improvements or renovations to the Commercial Unit or any part of the Commercial Unit in the nature of leasehold improvements, which the Owner of the Commercial Unit or its tenants, subtenants, licensees desire to make to the Commercial Unit for the purpose of operating the business being carried on in the Commercial Unit.

Provided that in doing any of the foregoing:

- v. the services that provide power or service to any portion of the Common Elements of the Corporation or to any other Unit are not thereby increased, disturbed or interfered with or interrupted, and are not damaged;
 - vi. prior to performing such work, the Owner (except for the Declarant, its tenants, subtenants, or licensees) shall submit to 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 carrying on business in the Province of Ontario certifying that if the work is carried out in accordance with the drawings and data submitted to the Board, (1) the structural integrity of the Common Elements and the Units will not be impaired, (2) such work will not interfere with or impair any structure or the functioning and operation of any machinery and equipment which is part of the Common Elements and serves other Units, and, (3) if any of the work involves the building or rebuilding of the demising wall between Units, the centre line of the new demising wall shall be located on the vertical plane separating the Units as set out in the Description;
 - vii. all such work performed by the Owner shall be carried out in accordance with the provisions of all relevant municipal and other governmental by-laws, rules or regulations and with the drawings and specifications submitted to the Board as set out in the immediately preceding subparagraph 30vi
 - viii. no later than 15 days following the completion of the work, such Owner shall provide to the Board an engineer's certificate addressed to the Corporation, or such other evidence satisfactory to the Board, that any improvements or changes to the services to the Commercial Unit do not result in the permitted tolerances for such services or consumption capacity of the Corporation to be exceeded; and
 - ix. that adequate measures are taken by such Owner so that any noise, vibration or interference caused to any of the other Owners of Units, or to their respective tenants or licensees, or caused to pedestrian access to and egress from the Commercial Unit or any part of the Commercial Unit and arising from such work, is reasonably minimized.
- k. The Owner of the Commercial Unit shall be entitled to erect and maintain signs (or other advertising materials) within its Unit, and to affix or place any desired exterior signage or material advertising such Owner's trade, business or store name and/or logo to (or within) either the designated space allocated to such Owner by the Board or, if supplied by the Declarant, within the sign box or sign band (referred to in this Declaration as the Sign Band) along the exterior face of the wall immediately outside of the Commercial Unit of the Condominium; provided, however, that the size, design, lettering, text, font, graphics, colours, materials, finish and composition thereof, as well as the manner of affixation, of any such exterior signage and/or advertising material have first been approved by the Declarant or the Board, and otherwise comply in all respects with the provisions of the applicable zoning by-laws (including all guidelines, policies, directives and/or requirements imposed by the City of Toronto with respect to the erection and/or maintenance of exterior signage and/or other advertising material). In order to obtain the approval of the Declarant or the Board to any proposed exterior signage or advertising material, the Owner of the Commercial Unit desiring to install or affix same shall submit all drawings, plans and specifications of its desired signage or advertising material to the Declarant or the Board, which shall clearly indicate the size, design, lettering, text, font, graphics, colours, materials, finish and composition thereof, as well as the proposed manner of affixation. In addition, the Owner of the Commercial Unit desiring to erect or install any exterior sign or advertising material shall be obliged to obtain a sign permit from the City of Toronto's building department, at such Owner's sole cost and expense, before any installation or affixation of same occurs, and any such sign or advertising material shall correspondingly be installed, affixed, maintained, repaired and insured at such Owner's sole cost, risk and expense.
- l. If an Owner (other than the Declarant) shall do or permit anything to be done or to bring or keep anything upon or in the Commercial Unit, Common Elements, including the Exclusive Use Common Elements (if any) appurtenant to the Commercial Unit, that results in an

increase in the premium rate of any policy of insurance placed by or on behalf of the Corporation, and after receipt of notice by the Corporation, such Owner shall pay to the Corporation with its next monthly contribution towards Common Expenses all increases in premiums in respect of such policy or policies of insurance. All payments pursuant to this sub-paragraph are deemed to be additional contributions towards Common Expenses and are recoverable as such.

- m. The Commercial Unit shall not be occupied or used by anyone in such a manner that results in the cancellation or the threat of cancellation of any policy of insurance placed by or on behalf of the Corporation.
- n. No pets or animals of any kind shall be permitted in or about the Commercial Unit.

31. USE OF RETAIL UNITS

- a. The Retail Units shall be occupied and used only in accordance with and as permitted by the by-laws of the City of Toronto and, otherwise, in accordance with any statutes, regulations and rules of any governmental authority having jurisdiction, and for no other purposes; provided that any such uses being undertaken in the Retail Units shall be carried out in a first class manner so as not to undermine the integrity or quality of the overall design and operation of the Corporation, including the Building, on the Property, and the use of the Dwelling Units.
- b. Notwithstanding anything contained in this Declaration, at no time shall any of the Retail Units be used for any one or more of the following uses or purposes:
 - i. as a restaurant operation or facility where cooking or baking is carried out in the Unit, except that this prohibition shall not prevent the operation of a coffee shop or the sale of food in the Unit on an ancillary basis;
 - ii. any use involving or requiring the consumption, storage, manufacture or utilization of any toxic waste or contaminant;
 - iii. any purpose (or in any manner) which would likely constitute a nuisance to (or otherwise interfere with) the other Unit Owners or occupants of Units or the owners or occupants of any building(s) adjacent to the Property, by reason of the creation or emission of vibrations, odours, gasses, smoke, noise, extremely bright lights, fumes, cinders, soot, waste or otherwise;
 - iv. the administration of any treatment, procedure and/or use determined to be obnoxious or offensive by the Board in its sole and unfettered discretion (acting reasonably) or which may be in violation of any applicable by-laws, rules or regulations of governmental authorities or of the Corporation;
 - v. an adult entertainment or x-rated video store or parlour, at which is offered services, entertainment or items appealing to (or designed to appeal to) erotic or sexual appetites or inclinations, or for any other type of use similar or analogous to such uses, regardless of whether same is otherwise lawfully permitted by the by-laws of the City of Toronto; and
 - vi. a medical clinic or medical office dispensing medical services to the public, the use of which may likely cause the insurance premiums of the Corporation to increase substantially beyond that which would otherwise be ordinarily attributable to uses allowed under the by-laws of the City of Toronto, or which might likely pose a greater degree of risk, nuisance or danger to the occupants of the Building, as determined by the Board in its sole and unfettered discretion (acting reasonably), regardless of whether same is otherwise lawfully permitted by the by-laws of the City of Toronto.
- c. Hours of operation of the Retail Units shall be at the discretion of the Owners of the Retail Units.
- d. The Owners of the Retail Units shall comply, and shall require all tenants, employees, invitees, licensees and visitors of the Retail Units to comply, with the ~~Act~~, this Declaration, the By-laws and the Rules.
- e. No change shall be made in the colour of any exterior glass, window, door or screen of the Retail Units except with the prior written consent of the Board.
- f. Each Owner of a Retail Unit shall be responsible, at its own expense, for cleaning the interior of the Retail Unit.
- g. Each Owner of a Retail Unit shall ensure that all deliveries (e.g. of all goods, supplies, materials, inventory, products, furniture and/or equipment) to its Retail Unit are made directly through and from the Retail Corridor, or from its exterior front door, and not from or through the lobby of the Condominium or elsewhere.
- h. The Owner of a Retail Unit, and its tenants, employees, invitees, customers and licensees (other than an Owner, or tenant in occupation, of a Dwelling Unit), shall not be entitled to use any part of the Common Elements within the residential component of the Corporation, including, but not limited to, the hallways, save and except those areas of the

Common Elements as follows (to which access shall not be denied or restricted by the Corporation):

- i. those portions of the outdoor ground floor areas and such part of the indoor Common Elements that provide access to and egress from the Retail Units;
 - ii. those portions of the outdoor and indoor stairwells, corridors and garage ramps that lead to any Parking Units that are being used by the Owners of the Retail Units and by their respective tenants, invitees, customers, licensees, and duly authorized and designated employees or agents;
 - iii. those parts of the Common Elements used for ingress to and egress from the Retail Units and for shipping and receiving, waste disposal, or as a loading platform for the Retail Units;
 - iv. those parts of the Common Elements that are necessary or incidental to the use and enjoyment of the Retail Units or any part or parts of the Retail Units, or over which any servicing systems run or operate or over those parts of the Common Elements that are required to gain access to such services or servicing systems in order to permit the Retail Units or any part or parts of the Retail Units to function in accordance with their permitted uses; and
 - v. those parts of the Common Elements as are necessary to allow the Owners of the Retail Units to maintain and repair the Retail Units in accordance with the provisions of this Declaration and the Rules.
- i. The Corporation shall, in making Rules regarding the use of the Common Elements and Units pursuant to the Act, ensure that any Rules specifically applicable to the Retail Units shall be reasonable and consistent with this Declaration and with the reasonable and permitted uses of the Retail Units as set out in this article.
- j. An Owner of a Retail Unit, and any persons occupying the whole or any part of the Retail Unit with the Owner's consent, may erect, remove, replace or alter any internal walls or partitions within the Retail Unit and make any structural change in or to the Retail Unit or make any change to an installation upon the Common Elements or encroach upon and alter the Common Elements without the consent of the Board, for the following purposes:
- i. to install any signs, advertisement or notice advertising the business being conducted within the Retail Unit or any part or parts of the Retail Unit upon any portion of the Common Elements that is located in the immediate vicinity of the Retail Unit; provided that such installation is in accordance with the restrictions set forth in subparagraph 31k, below; and that the other applicable terms and conditions as set forth in this Declaration and in the Rules are complied with;
 - ii. to install, alter, repair or replace any servicing system that services or is intended to service exclusively the Retail Unit or any part of the Retail Unit, such servicing system to include an air-conditioning system, a heating system, an environmental system, a ventilation or air filtration system, a fire alarm or fire protection system, a sound installation or heat installation system, a sprinkler or a loading system, or sanitary, storm, water and electrical services;
 - iii. to allow the change to or removal of non-structural or non-load bearing walls or columns within the Retail Unit; and
 - iv. to alter, replace or install existing or new floor coverings, wall coverings, ceiling coverings, light fixtures and other similar finishings or installations, and generally to construct such improvements or renovations to the Retail Unit or any part of the Retail Unit in the nature of leasehold improvements, which the Owner of the Retail Unit or its tenants, subtenants, licensees desire to make to the Retail Unit for the purpose of operating the business being carried on in the Retail Unit.

Provided that in doing any of the foregoing:

- i. the services that provide power or service to any portion of the Common Elements of the Corporation or to any other Unit are not thereby increased, disturbed or interfered with or interrupted, and are not damaged;
- ii. prior to performing such work, the Owner (except for the Declarant, its tenants, subtenants, or licensees) shall submit to 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 carrying on business in the Province of Ontario certifying that if the work is carried out in accordance with the drawings and data submitted to the Board, (1) the structural integrity of the Common Elements and the Units will not be impaired, (2) such work will not interfere with or impair any structure or the functioning and operation of any machinery and equipment which is part of the Common Elements and serves other Units, and, (3) if any of the work involves the building or rebuilding of the demising wall between Units, the centre line of the new demising wall shall be located on the vertical plane separating the Units as set out in the Description;

- iii. all such work performed by the Owner shall be carried out in accordance with the provisions of all relevant municipal and other governmental by-laws, rules or regulations and with the drawings and specifications submitted to the Board as set out in the immediately preceding subparagraph 31jii;
 - iv. no later than 15 days following the completion of the work, such Owner shall provide to the Board an engineer's certificate addressed to the Corporation, or such other evidence satisfactory to the Board, that any improvements or changes to the services to the Retail Unit do not result in the permitted tolerances for such services or consumption capacity of the Corporation to be exceeded; and
 - v. that adequate measures are taken by such Owner so that any noise, vibration or interference caused to any of the other Owners of Units, or to their respective tenants or licensees, or caused to pedestrian access to and egress from the Retail Units or any part of the Retail Units and arising from such work, is reasonably minimized.
- k. Each Owner of a Retail Unit shall be entitled to erect and maintain signs (or other advertising materials) within its Unit, and to affix or place any desired exterior signage or material advertising such Owner's trade, business or store name and/or logo to (or within) either the designated space allocated to such Owner by the Board or, if supplied by the Declarant, within the Sign Band along the exterior face of the wall immediately outside of the Owner's Retail Unit; provided, however, that the size, design, lettering, text, font, graphics, colours, materials, finish and composition thereof, as well as the manner of affixation, of any such exterior signage and/or advertising material have first been approved by the Declarant or the Board, and otherwise comply in all respects with the provisions of the applicable zoning by-laws (including all guidelines, policies, directives and/or requirements imposed by the City of Toronto with respect to the erection and/or maintenance of exterior signage and/or other advertising material). In order to obtain the approval of the Declarant or the Board to any proposed exterior signage or advertising material, an Owner of a Retail Unit desiring to install or affix same shall submit all drawings, plans and specifications of its desired signage or advertising material to the Declarant or the Board, which shall clearly indicate the size, design, lettering, text, font, graphics, colours, materials, finish and composition thereof, as well as the proposed manner of affixation. In addition, each Owner of a Retail Unit desiring to erect or install any exterior sign or advertising material shall be obliged to obtain a sign permit from the City of Toronto's building department, at such Owner's sole cost and expense, before any installation or affixation of same occurs, and any such sign or advertising material shall correspondingly be installed, affixed, maintained, repaired and insured at such Owner's sole cost, risk and expense
- l. If an Owner (other than the Declarant) shall do or permit anything to be done or to bring or keep anything upon or in its Retail Unit, the Common Elements, including the Exclusive Use Common Elements appurtenant to the Retail Unit, that results in an increase in the premium rate of any policy of insurance placed by or on behalf of the Corporation, and after receipt of notice by the Corporation, such Owner shall pay to the Corporation with his next monthly contribution towards Common Expenses all increases in premiums in respect of such policy or policies of insurance. All payments pursuant to this sub-paragraph are deemed to be additional contributions towards Common Expenses and are recoverable as such.
 - m. No Retail Unit shall be occupied or used by anyone in such a manner that results in the cancellation or the threat of cancellation of any policy of insurance placed by or on behalf of the Corporation.
 - n. No pets or animals of any kind shall be permitted in or about the Retail Units.
32. OWNERSHIP OF THE COMMERCIAL UNIT. FIRST REFUSAL RIGHT — The City of Toronto shall be the first owner of the Commercial Unit. If the City of Toronto decides that the Commercial Unit is no longer to be used as outlined in subparagraphs 30.a and 30.b, above, and the City of Toronto wishes to sell the Commercial Unit, then the City of Toronto shall give to the Declarant, or such entity associated or related to the Declarant, the right of first refusal to the Commercial Unit, upon the terms and conditions set out in the Section 37 Agreement.
33. ODOUR MITIGATION
- a. The Odour Mitigation Obligations shall be implemented, retained and maintained by the Owners of all Units that are built on the Restricted Faces for so long as the Odour Mitigation Obligations are in force and effect. Without limiting the generality of the foregoing, no Owner of a Unit located on a Restricted Face shall do anything or permit anything to be done that would have the effect of rendering the windows of the Unit operable or otherwise open or allow the opening of such windows.
 - b. The fresh air intakes have been designed to incorporate 2" thick carbon filters (herein referred to as the Carbon Filters) model Am Air/C Plus manufactured by AAF International or functional equivalent to filter the entire incoming air into the Unit. The Corporation shall ensure a schedule of regular testing and replacement of the Carbon Filters

(herein referred to as the Carbon Filter Maintenance Program), the cost of which will form part of the Common Expenses.

- c. In furtherance of establishing and implementing the Carbon Filter Maintenance Program, the Corporation shall enter into and maintain in effect from time to time and at all times a service contract (the Carbon Filter Service Contract) for the regular testing and replacement of the Carbon Filters. The Carbon Filter Service Contract will include, among other provisions, the following requirements: (i) following the initial occupancy of the Building, the service contractor shall inspect and weigh the charcoal compound in the Carbon Filters every month; and once the testing reveals that the charcoal compound in a Carbon Filter is saturated to an 80% to 90% level, the Carbon Filter will be replaced; (ii) monthly monitoring of the Carbon Filters shall continue until two replacements thereof will have been made; and (iii) following the completion of the replacement of the Carbon Filters, a Carbon Filter replacement schedule will be incorporated into the Carbon Filter Service Contract for future implementation.

PART 4

COMMON EXPENSES

34. SPECIFICATION OF COMMON EXPENSES – The Common Expenses shall comprise the expenses of the performance of the objects and duties of the Corporation and such other expenses, costs and sums of money incurred by or on behalf of the Corporation that are specifically designated as (or collectable as) Common Expenses pursuant to the provisions of the *Act* and/or this Declaration, and, without limiting the generality of the foregoing, the Common Expenses shall include those expenses that are described in Schedules E attached hereto.

35. PAYMENT OF COMMON EXPENSES AND OTHER EXPENSES

- a. General – Each Owner, including the Declarant, shall pay to the Corporation his/her proportionate share of the Common Expenses, as set out in Schedule D to this Declaration, and the assessment and collection of the contributions toward the Common Expenses may be regulated by the Board pursuant to the *Act*, this Declaration and the By-laws.
- b. Waste-Recycling Disposal Services – Retail Units and Commercial Unit – Any amounts owing with respect to an invoice from the Corporation to a Retail Unit Owner or the Commercial Unit Owner in respect of any cost and charge associated with the collection and removal of garbage and refuse from a Retail Unit and/or the Commercial Unit which are not paid in accordance with the terms of the invoice issued to such Owner (such past due amounts being referred to herein as the Default Amounts) shall be a debt to the Corporation owed by the Owner of the Unit responsible for the payment of such amounts. All Default Amounts shall be collectable by the Corporation as if same were Common Expenses in arrears, and for such purpose of collection only such amounts shall be considered Common Expenses. Payment of the Default Amounts shall be made to the Corporation in such manner and with such frequency as determined by the Board from time to time, acting reasonably, in the event of such default. Interest will accrue on the Default Amounts, together with any legal or collection costs incurred by the Corporation in order to collect such Default Amounts, at a rate equal to that for arrears of Common Expense payments as set out in the Corporation's Declaration and/or By-laws.
- c. Consumption of Utility Services
- i. Retail and Commercial Units
1. This Condominium has been designed so that each of the Retail Units and the Commercial Unit shall be separately and individually metered or sub-metered for their respective water, electricity and natural gas consumption, and with each such Unit being individually heated and cooled by an independent HVAC system, so that the cost of each Retail Unit Owner's and the Commercial Unit Owner's water, electricity and natural gas consumption shall not form part of the Common Expenses, but rather shall be the sole responsibility of, and paid for by, each Retail Unit Owner and the Commercial Unit Owner.
 2. If for any reason any or all of water/sewage, gas and electricity utilities (hereinafter referred to as the Utilities) consumption with respect to the Retail Units and the Commercial Unit are bulk metered to the Corporation as a whole and initially paid in bulk by the Corporation, then such charges and rates are recoverable from the Owners of Retail Units and the Owner of the Commercial Unit in such amounts as are determined by check-meter (or similar type metering). Each Retail Unit Owner and the Commercial Unit Owner shall reimburse from time to time the Corporation for the portion of the bulk bill for the charges for each of the Utilities (such reimbursable portion referred to as the Commercial Utility Cost), such reimbursement being the amount attributable to each such Retail Unit and the Commercial Unit pursuant to the periodic reading by the Corporation or by the Utility Monitor (on behalf of the Corporation) of the Retail Unit's and the Commercial Unit's respective check-meter (or similar type

metering). The Commercial Utility Cost to be reimbursed from each Owner of a Retail Unit and the Owner of the Commercial Unit is deemed to be an additional contribution toward the Common Expenses of that Retail Unit Owner and the Commercial Unit Owner (separate and apart from any other obligations each such Unit Owner has with respect to payment of Common Expenses as an Owner within the Condominium) and is recoverable as such, and all such Commercial Utility Costs to be reimbursed that are overdue may bear interest at the rate of 18% per annum compounded annually until fully paid by the Owner.

ii. Dwelling Units – The Condominium has been designed so that each of the Dwelling Units shall be:

1. serviced by an in-suite two-pipe fan coil system and by a central heat recovery ventilation system and by central high-efficiency boilers and heating/cooling circulation pumps that are located on the roof of (or elsewhere within) the Condominium, all of which will provide, among services, heating and cooling services to each Dwelling Unit;
2. individually check metered for their respective electricity consumption, so that the cost of each Dwelling Unit Owner's electricity consumption shall be a separate and individual charge to such Owner and shall not comprise part of the Common Expenses; and
3. individually check metered by way of a thermal check meter installed as an appurtenance to each Dwelling Unit's fan coil system, which check meter is designed to measure the volume of water flowing through and used by the in-suite fan coil heating and cooling system servicing each Dwelling Unit, as well as measuring the respective water temperatures correspondingly entering and leaving the fan coil system, in order to calculate the total amount of the thermal energy used by (or in connection with) each Dwelling Unit's fan coil system, so that the cost of heating and cooling each Owner's Dwelling Unit shall not comprise part of the Common Expenses.

The Corporation will receive bulk invoices for the electricity services utilized or consumed by all of the Dwelling Units and Common Elements as a whole from the local electricity authorities or providers, pursuant to readings taken by such authorities or providers on a bulk meter basis (referred to as the Bulk Utility Bills), and the Corporation shall pay, in full, the Bulk Utility Bills on behalf of all of the respective Dwelling Unit Owners, as and when due. However, each Dwelling Unit has had installed in it a separate check or consumption meter for electricity service appurtenant to the Dwelling Unit (for the purpose of measuring electricity service consumed within each Dwelling Unit), as well as a separate thermal check meter installed as an appurtenance to each Dwelling Unit's fan coil system (for the purpose of measuring the amount of thermal energy used to heat and cool the Dwelling Unit, and the corresponding cost of same relative to the Dwelling Unit).

The Corporation shall be obliged to retain the services of the Utility Monitor to read the thermal check meter and the electricity check meters appurtenant to each of the Dwelling Units, on a periodic basis, and to issue invoices periodically to each of the respective Dwelling Unit Owners for the cost of heating and cooling their respective Dwelling Units and for their respective consumption of electricity service, all as determined in accordance with the Utility Monitor's sub-meter readings.

The servicing agreement entered into between the Corporation and the Utility Monitor shall make the Utility Monitor responsible for maintaining, repairing and replacing, as and when necessary, the thermal check meter and the electricity check meters appurtenant to each of the Dwelling Units, in order to ensure that each check or consumption meter operates properly, subject, however, to the obligation of the Corporation to pay (or to forthwith fully reimburse the Utility Monitor) for all costs and expenses incurred in connection with such maintenance or repair work and/or replacement (with all of such costs so incurred by the Corporation to form part of the Common Expenses).

The Utility Monitor shall be entitled to charge a monthly administration fee directly to each of the Dwelling Unit Owners (incorporated as part of each Dwelling Unit Owner's respective periodic invoice for the cost of heating and cooling his or her Dwelling Unit and for the cost of the electricity service so consumed), as compensation for the Utility Monitor's reading and invoicing services. The Utility Monitor's monthly administration fee or charge may also be subject to increase, on an annual basis, to reflect the percentage increase (if any) in the Consumer Price Index, on each anniversary of the date of registration of this Condominium.

Forthwith following the Corporation's receipt of each of the Bulk Utility Bills, the Corporation shall cause the Utility Monitor to read the thermal check meters and the electricity check meters appurtenant to each of the Dwelling Units (either by a direct visual reading or by remote electronic/computerized means, or by any other

method, provided same is reasonably reliable and accurate), and the Utility Monitor shall thereafter issue and submit its own separate invoice(s) to each of the Dwelling Unit Owners (as agent for and on behalf of the Corporation), reflecting the cost of heating and cooling each of the Dwelling Units and for their respective electricity consumption (the cost of heating and cooling each of the Dwelling Units, and the cost of the electricity service so consumed by each of the Dwelling Units [and their Exclusive Use Common Element] are referred to as each Dwelling Unit Owner's Dwelling Utility Consumption Cost). Each Dwelling Unit Owner shall be obliged to pay to the Utility Monitor (as agent for the Corporation) his or her Dwelling Utility Consumption Cost on or before the 10th day following the receipt of an invoice for same from the Utility Monitor (or such other date as set out in the invoice) (hereinafter referred to as the Due Date). In the event that any Owner of a Dwelling Unit fails to pay to the Utility Monitor his or her Dwelling Utility Consumption Cost on or before the Due Date, then, in addition to any other rights, remedies or powers available to the Corporation at common law, by statute, or in equity, the Corporation shall be entitled to charge or levy interest on the unpaid Dwelling Utility Consumption Cost and all costs and expenses, including all legal expenses, incurred by the Corporation (or the Utility Monitor on behalf of the Corporation) in collecting or attempting to collect the Dwelling Utility Consumption Cost due and owing at the rate of 18% per annum, calculated monthly, with such interest commencing to accrue from the Due Date and continuing to accrue until the entire amount of the Dwelling Utility Consumption Cost and all collection related expenses are paid by the Owner. In addition, the Corporation may add, to the extent permitted by law, the outstanding amount owing by the Owner in default of the payment of his or her Dwelling Utility Consumption Cost, together with all outstanding interest accrued thereon as aforesaid, to the Common Expenses that are otherwise due and owing or payable by such Owner to the Corporation, and to recover same from such Owner in the same manner as Common Expenses (and with corresponding lien rights in favour of the Corporation as apply to common expense arrears).

36. RESERVE FUND

- a. The Corporation shall establish and maintain one or more reserve funds and shall collect from the Owners, as part of their contribution towards the Common Expenses, amounts that are reasonably expected to provide sufficient funds for major repairs and replacement of Common Elements and assets of the Corporation, all in accordance with the provisions of the *Act*.
- b. No part of the reserve fund shall be used except for the purposes for which the fund was established. The amount of the reserve fund shall constitute an asset of the Corporation and shall not be distributed to the mortgagees of the Units or, except on termination of the Corporation, to the Owners.
- c. Interest or other income earned from the investment of the reserve fund shall form part of the reserve fund.

37. STATUS CERTIFICATE -- The Corporation shall, for a fee equal to the fee prescribed under the *Act*, provide a status certificate and accompanying statements and information in accordance with Section 76(1) of the *Act* and the regulations thereof. The Corporation shall also provide a duplicate of such certificate and accompanying statements and information without additional charge if requested. The Corporation shall deliver to the Declarant without any charge or fee such certificate and accompanying statements and information that may be requested by or on behalf of the Declarant in connection with a sale or mortgage of a Unit. The obligation of the Corporation under this paragraph may be delegated and contracted out to a third party agent or service provider.

PART 5

LEASING OF UNITS

38. NOTIFICATION OF LEASE

- a. Where the Owner of a Unit leases his/her Unit, the Owner shall, within 30 days of entering into the lease or of its renewal, do or cause to be done the following:
 - i. notify the Corporation that the Unit is leased;
 - ii. provide to the Corporation the tenant's name, and address if the tenant is not occupying a Unit (including any change in the tenant's address);
 - iii. provide to the Corporation the Owner's address (including any change in the Owner's address);
 - iv. provide to the Corporation a copy of the lease (and any renewal of it) or a summary of it in the form prescribed by the regulations under the *Act*; and
 - v. provide the tenant with a copy of the Declaration, By-laws and Rules.
- b. In addition, no Owner shall lease his/her Unit unless he/she delivers to the Corporation the following covenants or agreements signed by the tenant:

- i. "I acknowledge and agree that I, and my servants, agents, tenants, family, invitees and licensees from time to time, will, in using the unit rented by me and the common elements, comply with the *Condominium Act, 1998* (as amended), the Declaration, the by-laws of the condominium corporation, the by-laws and statutes of the City of Toronto or any other governmental authority with jurisdiction, and all rules of the condominium corporation, during the term or period of my tenancy, and I further acknowledge and agree that I will be subject to the same duties imposed by the above as if I were a unit owner, except for the payment of common expenses unless otherwise provided by the *Condominium Act, 1998* (as amended). I further acknowledge that I have received and read a copy of the Declaration, the by-laws of the condominium corporation and the rules of the Condominium Corporation."
- ii. "I acknowledge having been advised that Canadian Pacific Railway (CPR) owns and operates a railway right-of-way (railway tracks) immediately adjacent to the Property along its northern and eastern edges. Passenger and freight trains travel along the railway right-of-way, and there is the possibility that from time to time there will be alterations to the railway right-of-way, including an expansion by CPR of its operations. I further acknowledge that despite the inclusion of noise and vibration attenuation measures in the design of the condominium and individual units, the operations of CPR, including the possible expansion of those operations, together with the travel of passenger and freight trains travel along the railway right-of-way and possible alterations to the railway right-of-way may affect the may affect the living environment of residents and owners of units in the condominium and CPR disclaims any responsibility for complaints or claims arising from the use of its facilities and/or operations. I agree that any berm, fencing or vibration isolation features implemented in the condominium shall not be tampered with or altered, and the condominium corporation will have the sole responsibility for and shall maintain these features."
- iii. "I acknowledge having been advised that parts of the development are in close proximity to the National Rubber Technologies Corporation's (NRT) manufacturing plant, which operates 24 hours a day, 7 days a week. Various processes may operate continuously. Activities include the venting of plant exhaust air and rubber manufacturing odours, and the operation of various manufacturing processes for the making of various rubber products. There may be alterations and/or expansions to the NRT operations at this plant in the future by NRT, its successors or assigns which may require approvals from various authorities including, but not limited to, the Ministry of the Environment and the City of Toronto. Notwithstanding the inclusion of certain mitigation features within this development to lessen the odour from the NRT plant, from time to time odours from the plant could be unpleasant and could affect the living environment of the residents in the development, and NRT will not be responsible for any complaints or claims arising from any of the activities at or relating to the NRT Plant, property or operations thereon. NRT warrants that the emissions emanating from the NRT Plant do not exceed concentrations for human health-based limits specified within the General-Air Pollution Regulation under the Ontario *Environmental Protection Act* at the Property."
- iv. "If the unit being leased is located on the Restricted Faces (as defined in the Declaration), the tenant agrees to implement, maintain and retain the Odour Mitigation Obligations (as defined in the Declaration) in the unit"
- v. "I acknowledge having read the terms and provisions of restrictive covenants described and set forth in an Application to Annex Restrictive Covenant S. 119, registered against title to the Property and receipted as Instrument Number AT424286 on March 3, 2004, and I agree to comply with and be bound by the restrictive covenants."
- c. If a lease of a Unit is terminated and not renewed, the Owner shall immediately notify the Corporation in writing to that effect.
- d. Every lease of a Dwelling Unit shall contain the Emissions Warning Clause.
- e. If the Owner of a Unit over which Home Ownership Alternatives Non-Profit Corporation (Greater Toronto Area) holds a charge leases his/her Unit, then the Corporation shall notify that chargee of the lease immediately following the Corporation's receipt of notification from the Owner as set out above in sub-paragraph 38a.

39. **TENANT'S LIABILITY** — No tenant shall be liable for the payment of Common Expenses unless notified in writing by the Corporation that the Owner is in default of payment of Common Expenses and that the tenant is required to pay to it an amount equal to the defaulted payment, in which case the tenant shall deduct from the rent otherwise payable to the Owner an amount equal to the payment in default and shall pay same to the Corporation. If the amount of the Common Expenses is greater than the rent, the tenant shall pay to the Corporation the lesser amount.
40. **OWNER'S LIABILITY** — Any Owner leasing his/her Unit shall not be relieved thereby from any of his/her obligations with respect to the Unit.

PART 6

SERVICES, MAINTENANCE AND REPAIRS

41. PROVISION OF SERVICES

- a. The Corporation shall provide services to the Common Elements as may be set forth in the By-laws from time to time, which shall include janitorial and other attendant services, snow removal and landscaping. The cost of these services shall be included in the Common Expenses.
- b. If any equipment that is used to supply heat, electricity, or water and sewage services at any time becomes incapable of fulfilling its function or is damaged or destroyed, then the Corporation shall have a reasonable time within which to repair or replace such equipment. The Corporation shall not be liable for indirect or consequential damages or for damages for personal discomfort or illness by reason of any breach of such duty.

42. MAINTENANCE OBLIGATIONS

- a. The obligation to maintain includes the obligation to repair after normal wear and tear but does not include the obligation to repair after damage (see paragraph 43 below — Repair After Damage), and also includes regularly scheduled inspections of the Common Elements (and, if applicable, Exclusive Use Common Elements), the timing and frequency of such inspections to be determined by and under the direction of the Board.
- b. Each Owner shall maintain, at his/her own expense, his/her Unit, except as otherwise provided in this Declaration. 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 his or her Unit, and interior and exterior surfaces of all windows and windows sills contiguous to his or her Unit and which are accessible by the terrace or balcony, together with the terrace or balcony which has been designated as an Exclusive Use Common Element area in respect of such Unit, 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 the Unit;
 - iii. except as provided for in subparagraph 42i, all pipes, wires, cables, conduits, ducts and mechanical or similar apparatus, that supply any service to his or her Unit only;
 - iv. all exhaust fans and fan motors located in the kitchen and all lint traps located in the Unit;
 - v. his or her Parking Unit in a clean and sightly condition, notwithstanding that the Corporation may make provision in its annual budget for the cleaning of the garage which may affect this Unit;
 - vi. his or her Parking-Bicycle Storage Unit in a clean and sightly condition, notwithstanding that the Corporation may make provision in its annual budget for the cleaning of the garage which may affect this Unit;
 - vii. and repair the interior and exterior of all doors to his or her Commercial Unit or Retail Unit, as applicable;
 - viii. and repair the interior and exterior of all windows in his or her Commercial Unit or Retail Unit, as applicable, as well as maintain the Exclusive Use Common Element areas forming the entrance to the Commercial Unit and, as applicable, the Retail Unit.
- c. Except as otherwise provided for in this paragraph 42, each Owner shall maintain any part of the Exclusive Use Common Elements appurtenant to such Owner's Unit, together with all other amenities, facilities, equipment, betterments, improvements and furnishings situate or contained therein.
- d. Each Retail Unit Owner and the Commercial Unit Owner shall, at its sole cost, be responsible for maintaining and repairing, including without limitation, the cleaning and

- replacing (as and when necessary or desired) of the sign affixed to the interior of such Unit, as well as all approved exterior signage placed or affixed within the Sign Band (but excluding the Sign Band itself, which shall be maintained and repaired by the Corporation).
- e. The Retail Unit Owners shall, together and individually, be responsible for keeping the Retail Garbage Storage Room in a clean condition, subject to the standards as may be set from time to time by the Corporation.
 - f. The Corporation shall maintain the Common Elements, but, save as otherwise provided in paragraph 42 of this Declaration, the Corporation shall have no obligation to maintain Exclusive Use Common Elements.
 - g. The Corporation shall have the sole responsibility for and shall maintain any berm, fencing or noise/vibration isolation and attenuation measures implemented and maintained on the Property and forming part of the Common Elements, including without limitation, the security fence along the common property line of the CPR railway right-of-way and the Property.
 - h. The Corporation shall be responsible for the maintenance of the following Exclusive Use Common Elements: railings on balconies, the structural elements of balconies, and the waterproofing elements of the doors providing access to the Dwelling Units, the Retail Units and/or the Commercial Unit and of the windows.
 - i. The Corporation shall maintain the heating, air-conditioning, and ventilation equipment, including thermostatic controls and air filters, within the Common Elements and the Dwelling Units despite that such equipment has been installed for the sole benefit of a Dwelling Unit. Maintenance includes regularly scheduled inspections of all such equipment, the timing and frequency of such inspections to be determined by and under the direction of the Board. Each Owner shall be liable for any damage due to the malfunction of any equipment servicing his/her Unit if such damage is caused by an act or omission of an Owner, his/her agents, tenants, family, invitees or licensees. No Owner shall make any change, alteration or addition in or to such equipment without the prior written consent of the Board. Decisions to replace any component associated with any such heating, air-conditioning and ventilation equipment shall be in the sole discretion of the Board.
 - j. The Corporation shall satisfy any maintenance obligations that an Owner is obligated to satisfy but does not satisfy within a reasonable time after written notice is given by the Corporation to the Owner. In that event, the Owner shall be deemed to have consented to such maintenance being carried out by the Corporation. The Owner shall reimburse the Corporation in full for the cost of such maintenance, including any legal or collection costs incurred by the Corporation in order to collect the costs of such maintenance, and all such costs may bear interest at the rate of 18% per annum compounded annually until paid by the Owner. The Corporation may collect these costs in such instalments as the Board may decide upon, which instalments, following written notice to the Owner, shall be added to the monthly contributions toward the Common Expenses of such Owner, and shall be considered as Common Expenses and are recoverable as such.

43. RESPONSIBILITIES OF OWNER FOR DAMAGE

Despite anything to the contrary in this Declaration, each Owner shall be responsible for the cost of repair of all damage to other Units and to Common Elements, including Exclusive Use Common Elements, caused by the Owner's failure to maintain his/her Unit or any Exclusive Use Common Elements for which the Owner is responsible, or for damage caused by the negligence or wilful act of either the Owner or of any person for whom the Owner is responsible, except any damage for which the repair cost may be recovered under an insurance policy or policies maintained by the Corporation.

44. REPAIR AFTER DAMAGE

- a. Subject to paragraph 45 of this Declaration and except as otherwise provided for in this Declaration, the Corporation shall repair the Common Elements and Units after damage resulting from fire or other causes as are required to be insured against under this Declaration or the Act, but shall not be obliged to repair after damage any improvements and betterments made by or on behalf of an Owner to a Unit or to any improvements and betterments to (or any facilities, services or amenities installed by any Unit Owners upon) any Exclusive Use Common Element areas of an Owner.
- b. Each Owner shall repair after damage all improvements and betterments to his or her Unit, as well as all improvements and betterments made to (or any facilities, services or amenities installed by any Unit Owners upon) any Exclusive Use Common Elements appurtenant to the Owner's Unit that are made or acquired by the Owner, all at his or her own expense.
- c. The question of what constitutes improvements and betterments made to a Unit shall be determined by reference to a standard Unit for the class of Unit to which the Unit belongs. In accordance with the Act, the Board may, by resolution, make a By-law to establish what constitutes a standard Unit for each class of Unit specified in the By-law, for the purpose of determining the responsibility for repairing improvements made after damage and for insuring them. Such By-law shall not be effective until the Owners of a majority of the Units in the Corporation vote in favour of confirming it, with or without amendment, and a

copy of the By-law has been registered, in accordance with the *Act*. If the Board does not pass such a By-law, then what constitutes a standard Unit for each class of Unit shall be determined in accordance with the schedule setting out a standard Unit for each class of Unit, which the Declarant shall deliver to the Board as required by the *Act*.

- d. Each Owner shall be liable for the cost of repair of any damage due to the malfunction of any equipment servicing his/her Unit that is located within his/her Unit, if such damage is caused by any act or omission of an Owner, his/her agents, tenants, family, invitees or licensees.
 - e. The Corporation shall make any repairs after damage that an Owner is obligated to make but does not make within a reasonable time after written notice is given by the Corporation to the Owner. In that event, the Owner shall be deemed to have consented to such repairs being carried out by the Corporation. The Owner shall reimburse the Corporation in full for the cost of such repairs, including any legal or collection costs incurred by the Corporation in order to collect the costs of such repairs, and all such costs may bear interest at the rate of 18% per annum compounded annually until paid by the Owner. The Corporation may collect these costs in such instalments as the Board may decide upon, which instalments, following written notice to the Owner, shall be added to the monthly contributions toward the Common Expenses of such Owner, and shall be considered as Common Expenses, and are recoverable as such.
45. SUBSTANTIAL DAMAGE — Where the Corporation has determined, pursuant to Section 123 of the *Act*, that there has been substantial damage to the Building, notice to that effect shall be given concurrently to the Owners and to mortgagees of Units, in accordance with the *Act*, together with notice of any Owners' meetings and minutes of Owners' meetings in respect thereof. If a decision is made to terminate the government of the Property by the *Act* in the event of substantial damage pursuant to Section 123 of the *Act*, neither the Owners nor the Corporation need repair the damage.
46. PLANS AND SPECIFICATIONS — A complete set of all plans and specifications provided to the Corporation by the Declarant, including any subsequent changes to the Common Elements and approved changes to any Unit, shall be maintained at the office of the Corporation to be used to facilitate rebuilding or repairing and for inspection by any Owner.

PART 7

INSURANCE

47. INSURANCE MAINTAINED BY THE CORPORATION

- a. Fire and Other Perils: The Corporation shall obtain and maintain insurance, including against damage by fire and major perils (as defined in the *Act*), and such other perils or events, including "all risks", as the Board may from time to time deem advisable, to the Units (excluding improvements and betterments to Units made or acquired by an Owner or furnishings, furniture and other personal property belonging to an Owner, his/her family, tenants, invitees, licensees or servants), Common Elements and personal property owned by the Corporation, such insurance to be in an amount equal to the full replacement cost of such real and personal property, and such Units, without deduction for depreciation, subject to a reasonable deductible.
- b. Liability Insurance: The Corporation shall obtain and maintain comprehensive public liability insurance, for a minimum amount of \$2,000,000.00, or such higher limits that may be determined by the Board, insuring the Corporation against:
 - i. its liability resulting from breach of duty as occupier of the Common Elements or land that the Corporation holds as an asset; and
 - ii. its liability arising from ownership, use or operation by or on its behalf of boilers, machinery, pressure vessels and motor vehicles.
- c. Directors and Officers Insurance: The Corporation shall obtain and maintain insurance for the benefit of directors or officers of the Corporation, which indemnifies them against any liability, cost, charge or expense incurred by them in the execution of their duties, provided that such insurance shall not indemnify against any liabilities incurred as a result of a contravention of Section 38(2) of the *Act*.

48. CONTENTS OF POLICIES — Such policies of insurance will insure the interest of the Corporation and the Owners from time to time, as their respective interests may appear, with mortgagee endorsements that shall be subject to the provisions of this Declaration and the Insurance Trust Agreement, if any, and shall contain the following provisions:

- a. waivers of subrogation against the Corporation, its directors, officers, manager, agents and employees, and against the Owners, and their agents, tenants, family, invitees, or licensees, except for any damage arising from arson, fraud, vehicle impact, vandalism or malicious mischief caused or contributed by any of the aforementioned parties;

- b. such policy or policies of insurance shall not be cancelled or substantially modified without at least 60 days prior written notice by registered mail to all parties whose interests appear in such policy or policies;
- c. waiver of any defence based on co-insurance or of invalidity arising from any act or omission, or breach of a statutory condition, by any insured, if reasonably available;
- d. provision that the same shall be primary insurance in respect of any other insurance carried by the Owner; and
- e. waiver of the insurer's right to require repairs, rebuilding or replacing, if, after damage, the government of the Property by the *Act* is terminated.

49. GENERAL PROVISIONS REGARDING INSURANCE

- a. Prior to obtaining any insurance policy, or any renewal of an insurance policy, or at such other times as the Board may deem advisable, the Board shall obtain from an independent qualified appraiser an appraisal of the full replacement cost of the Building. The cost of such appraisal shall be a Common Expense. No appraisal shall be necessary with respect to the initial policies placed by the Declarant.
- b. Subject to the Insurance Trust Agreement, if any, the Corporation shall have the right to adjust any loss and settle any claim with respect to insurance placed, or renewed, by the Corporation and to give such releases as are required. All claimants, including the Owner of a damaged Unit, shall be bound by such settlement. The Corporation may authorize an Owner to adjust any loss to his/her Unit.
- c. Every mortgagee of a Unit shall be deemed to have waived any right to have proceeds of any insurance applied on account of the mortgage.
- d. A certificate or memorandum of all insurance policies, endorsements and renewals shall be provided to each Owner and mortgagee. The original policy for any insurance coverage shall be kept by the Corporation in its offices, available for inspection by an Owner or mortgagee on reasonable notice to the Corporation.
- e. No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained, or renewed, by the Corporation, or to direct that a loss shall be payable in any manner other than as provided in the Declaration or the Insurance Trust Agreement.

50. INSURANCE MAINTAINED BY THE INDIVIDUAL OWNERS -- The foregoing insurance is the only insurance required to be obtained and maintained by the Corporation. The following insurance must be obtained and maintained by an Owner:

- a. insurance for:
 - i. any additions or improvements made to the Unit;
 - ii. furnishings, fixtures, equipment, decorating and personal property within his/her Unit;
 - iii. his/her personal property and chattels stored elsewhere on the Property, including his/her automobile or automobiles; and
 - iv. loss of use and occupancy of his/her Unit in the event of damage.

Such policies of insurance shall contain waivers of subrogation against the Corporation, its directors, officers, manager, agents and employees, and against the other Owners and their agents, tenants, family, invitees or licensees, except for any damage arising from arson, fraud, vehicle impact, vandalism or malicious mischief caused or contributed by any of the aforementioned parties;
- b. public liability insurance covering any liability of an Owner and his/her agents, tenants, family, invitees or licensees, to the extent not covered by any public liability insurance obtained and maintained by the Corporation; and
- c. insurance covering the deductible on the Corporation's insurance policy for when an Owner may be responsible.

51. INDEMNIFICATION BY OWNERS -- Each Owner shall indemnify and save the Corporation harmless from any loss, costs, damage, injury or liability (including any legal fees and expenses associated with any claim or action) which the Corporation may suffer or incur as a result of any act or omission of such Owner or of his/her servants, agents, tenants, family, invitees or licensees that gives rise to or is connected in any way to damage, loss or injury to the Common Elements (or portion of the Common Elements) or to any Unit, except for any loss, costs, damage, injury or liability actually insured against by the Corporation. All payments to be made by the Owner, as set out in this paragraph, are deemed to be additional contributions toward the Common Expenses payable by such Owner and are recoverable as such.

52. INDEMNIFICATION BY OWNERS FOR REPAIR COST AND DEDUCTIBLE -- Despite the exception to the Owner's obligation to indemnify set out in paragraph 51 and subject to any By-law dealing with the responsibility for the payment of insurance deductibles, if an insurance policy obtained by the Corporation contains a deductible clause that limits the amount payable by the

insurer, and if an Owner, tenant of an Owner or a person residing in the Owner's Unit with the permission or knowledge of the Owner causes damage to any part of the Property, then the Owner shall indemnify the Corporation in an amount that is the lesser of the cost of repairing such damage and the deductible limit of the insurance policy obtained by the Corporation. All payments to be made by the Owner, as set out in this paragraph, are deemed to be additional contributions toward the Common Expenses payable by the Owner and are recoverable as such.

53. INSURANCE TRUST AGREEMENT AND PROCEEDS OF INSURANCE

- a. Insurance Trust Agreement: The Corporation is authorized to enter into an agreement with an Insurance Trustee, which Insurance Trustee shall be a trust company registered under the *Loan and Trust Corporations Act* or a Canadian chartered bank. This agreement shall provide for the receipt by the Insurance Trustee of all insurance proceeds in excess of 15% of the replacement cost of the property covered by the insurance policy, that the Insurance Trustee shall hold all insurance proceeds that it receives in trust and disburse the proceeds in satisfaction of the Corporation's and Owners' respective obligations to repair in accordance with the provisions of the *Act* and this Declaration, and any amendments to the *Act* or Declaration, and that the Insurance Trustee shall notify the mortgagees of any insurance proceeds received by it.

If the Corporation is unable to enter into such agreement with a trust company or a chartered bank, by reason of a refusal to act on the part of any trust company or chartered bank, then the Corporation may enter into such agreement with another corporation authorized to act as a trustee, as the Owners may approve by by-law at a meeting called for that purpose.

The Corporation may terminate the Insurance Trust Agreement by giving at least 60 days notice in writing of the termination date to the Insurance Trustee.

b. Proceeds of Insurance:

- i. If 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*, then 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.
- ii. If there is no obligation by the Corporation to repair or replace, and if there is termination in accordance with the provisions of the *Act*, or otherwise, then 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.
- iii. If the Board, in accordance with the provisions of the *Act*, determines that
 1. there has not been substantial damage to 25% of the Building or
 2. there has been substantial damage to 25% of the Building and within 60 days thereafter the Owners who own 80% of the Units do not vote for termination,

then 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*.

PART 9

DUTIES OF THE CORPORATION

54. DUTIES OF THE CORPORATION – In addition to any other duties set out elsewhere in this Declaration, and specified in the By-laws, the Corporation shall have the following duties:

- a. Ensure that no actions or steps are taken by or on behalf of the Corporation, or by any Owner or their respective servants, agents, tenants, family, invitees or licensees 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 any part of the Building or Phase 1, as more particularly set out in the foregoing provisions of this Declaration.
- b. Ensure that no actions or steps are taken by or on behalf of the Corporation, or by any Owner or their respective servants, agents, tenants, family, invitees or licensees, which would prohibit, restrict, limit, hinder or interfere with access to, egress from and/or the use of any easement enjoyed by Phase 1 or its residents, tenants and invitees as more particularly set out in the provisions of this Declaration.

- c. Enter into, abide by and comply with, the terms and provisions of any outstanding subdivision, condominium, site plan, development or similar agreements, including, without limitation, any agreements with the Greater Toronto Transit Authority or the Canadian Pacific Railway related to the railway lands abutting the Property and the Odour Mitigation Agreement (as well as enter into a formal assumption agreement with the City of Toronto or other governmental authorities or the Greater Toronto Transit Authority or the Canadian Pacific Railway or National Rubber Technologies Corporation, or their respective successors and assigns, relating to such agreements, if so required by the City of Toronto or other governmental authorities or such other parties or the Declarant), on the understanding that such assumption agreements shall include an indemnity from the Corporation in favour of the Declarant against all costs, claims, damages and/or liabilities that the Declarant may hereafter suffer or incur as a result of (or in connection with) any claim or proceeding hereafter made or pursued against the Declarant by any counter-party to any such agreement because of any breach of any term or provision thereunder committed by the Corporation or by anyone else for whose actions or omissions the Corporation is liable, at law or in equity.
- d. Maintain and repair any retaining walls or exterior perimeter fences erected along the boundaries of the Condominium (or any portion thereof), as well as the Condominium's landscaping treatments and features (including all planters, and both hard and soft landscaping elements) installed within any non-Exclusive Use Common Element areas, and to clean and remove all dirt, debris and snow from all portions of the internal roadway/driveway and garage ramp leading into the underground parking garage serving and benefiting the Condominium, and to correspondingly remove snow, ice and debris from the Pedestrian Commons (and from all other outdoor walkways and driveways located within the Condominium), and from the public sidewalk areas along the perimeter of the Condominium (including the public sidewalk areas adjacent to each of the Commercial Unit and the Retail Units).
- e. Maintain, repair, insure and illuminate the Pedestrian Commons, together with all of the hard and soft landscaping elements associated therewith.
- f. Refrain, either directly or indirectly, from preventing or restricting the general public's access to, egress from or use of the Pedestrian Commons, including, without limitation, the erection of any fences or other structures inhibiting such access or use, from either or both of Keele Street and the public laneway to the south of and adjacent to the Property, during any day of the year, subject, however, to any such access to and/or use of the Pedestrian Commons being restricted or refused in those circumstances more particularly outlined in paragraph 22 of the Declaration.
- g. Take all reasonable steps to ensure that the Car Share Parking is used, in perpetuity, only as part of a "car-share program." The foregoing duty shall also include the obligation of the Corporation to enter into and abide by (and at all times maintain in place, for as long as same is viable or commercially reasonable) an agreement with the Car-Sharing Company that will provide car-sharing services and benefits to, among others, Dwelling Unit Owners of this Condominium as contemplated elsewhere in this Declaration.
- h. Observe, abide by and comply with, all of the outstanding restrictive covenants contained in the Restrictive Covenant binding upon the Property, and to indemnify and save the Declarant harmless from and against all costs, claims, damages and/or liabilities which the Declarant may hereafter suffer or incur as a result of (or in connection with) any claim or proceeding hereafter made or pursued against the Declarant by the Canadian Tire Corporation Limited (or by any other parties or entities) because of any breach of any of the aforementioned restrictive covenants committed by the Corporation (or by anyone else for whose actions or omissions the Corporation is liable, at law or in equity).
- i. If Sign Bands are supplied, maintain and repair them, and keep them in good, clean and proper condition at all times, and ensure that they do not cause any interference with any pedestrian or vehicular traffic adjacent to the Condominium, and that the line of sight of any nearby traffic sign or traffic signal is not obstructed or obscured by any one of them.
- j. Enter into, and abide by the provisions of, a servicing agreement with the Utility Monitor (initially designated by the Declarant to be Provident Energy Management Inc.), pursuant to which the Utility Monitor shall be retained by the Corporation to:
 - i. read the thermal check meter and the electricity check meters appurtenant to each of the Dwelling Units, on a periodic basis, and issue invoices to each of the respective Dwelling Unit Owners for the cost of their respective consumption of electricity services, and for the cost of heating and cooling their respective Dwelling Units, determined in accordance with the Utility Monitor's check meter readings;
 - ii. read the check or consumption meters for water and electricity service appurtenant to each of the Commercial Unit and the Retail Units on a periodic basis, and issue invoices to each of the respective Owners of the Commercial Unit and the Retail Units for the cost of their respective consumption of water and electricity, determined in accordance with the Utility Monitor's check meter readings;
 - iii. attend to the maintenance, repair or replacement, as and when necessary, of each of the thermal check meters and the electricity check meters appurtenant to each of the

Dwelling Units, as well as each of the check meters for water and electricity service appurtenant to each of the Commercial Unit and the Retail Units, subject to the overriding obligation of the Corporation to pay (or to forthwith fully reimburse the Utility Monitor) for all costs and expenses incurred in connection with such maintenance or repair work and/or replacement of any of the said meters or check meters appurtenant to each of the Units in this Condominium; and

- iv. charge back the cost of such meter and/or sub-meter reading and invoicing services, to each of the Dwelling Unit Owners and the Owners of the Commercial Unit and the Retail Units, respectively;
- k. Take all reasonable steps to ensure that the thermal check meters and the electricity check meters appurtenant to each of the Dwelling Units, as well as each of the check meters for water and electricity service appurtenant to each of the Commercial Unit and the Retail Units, are in good working order (and properly tested and serviced from time to time), and that said meters or sub-meters are read by the Utility Monitor (and invoices reflecting the cost of the relevant utility consumption, based on said meter and/or sub-meter readings, are correspondingly issued by the Utility Monitor) on a periodic basis, as and when required in accordance with the foregoing provisions of this Declaration, and accordingly to:
 - i. collect from each Dwelling Unit Owner his or her unpaid amounts from time to time on account of the Dwelling Unit's Utility Consumption Cost, and to maintain and enforce the Corporation's lien against the Dwelling Unit of each defaulting Owner thereof, pursuant to the foregoing provisions of this Declaration;
 - ii. collect from each Owner of the Commercial Unit and the Retail Units its unpaid amounts from time to time on account of its Commercial Utility Cost, and to maintain and enforce the Corporation's lien against the Commercial Unit and the Retail Units of each defaulting Owner thereof, pursuant to the foregoing provisions of this Declaration; and
 - iii. pay (or forthwith fully reimburse the Utility Monitor) for all costs and expenses incurred in connection with any required maintenance, repair and/or replacement of any of the meters and/or sub-meters appurtenant to each of the Dwelling Units, the Commercial Unit and the Retail Units, respectively.
- l. Allow each of the owners of the Commercial Unit and the Retail Units to hook into (and obtain the use and benefit of) the Corporation's water and electricity services, provided each of the Commercial Unit and the Retail Units are separately metered or check metered and correspondingly invoiced directly by the Utility Monitor for their respective consumption of water and electricity services, in accordance with the foregoing provisions of the Declaration.
- m. Ensure that no actions or steps are taken by or on behalf of the Corporation or by anyone else (save as otherwise expressly provided or contemplated in the Declaration to the contrary) which would limit, restrict or interfere with the pedestrian access and egress of each of the Owners and tenants of the Commercial Unit and the Retail Units, and their respective authorized agents, representatives, employees and/or contractors over, across, upon and through all outdoor and indoor walkways, corridors, stairwells and/or ramps within the Condominium, as follows:
 - i. with respect to the Retail Units, the Retail Corridor, which is situate on Level A, together with any fire exit stairwells and corridors (wherever situate) for emergency egress purposes;
 - ii. with respect to the Retail Units, the Retail Garbage Storage Room on Level A;
 - iii. with respect to the Retail Units, the Retail Parking Units;
 - iv. with respect to the Retail Units and the Commercial Unit, the independent HVAC heating and cooling units or systems (including any independent air conditioning system or condenser), together with all equipment, fixtures and installations appurtenant thereto, which provide heating and/or cooling services to any of the Commercial Unit and Retail Units;
 - v. with respect to the Retail Units and the Commercial Unit, those areas of the Condominium which contain or house the water and electricity meters or check meters appurtenant to each of the Commercial Unit and Retail Units, together with all switch gears, breaker panels and other electrical equipment and appurtenances thereto, utilized in connection with the operation or servicing of the commercial/retail units; and
 - vi. with respect to the Retail Units and the Commercial Unit, the Condominium's mechanical, electrical and/or telephone or telecom room(s), utilized in connection with the operation or servicing of the Commercial Unit and Retail Units (or any portion thereof);

subject however to such reasonable and customary restrictions on access thereto as may be implemented by any security personnel retained by or on behalf of the Corporation and provided that the security of the Condominium and its residents and property are not adversely affected.

- n. Ensure that no sign or other advertising material is installed or affixed by anyone within the interior of any of the Commercial Unit and Retail Units that is visible from the exterior of such unit, and that no exterior signage is placed or installed within the Sign Band unless and until (in each case) the size, design, graphics, colour, composition, text and location thereof has first been approved by the Declarant or the Board, and same otherwise complies in all respects with the provisions of the applicable zoning by-laws.
- o. Ensure (to the extent reasonably possible) that each of the Owners of the Retail Units places their respective garbage (originating from his or her own Units) in the areas located within the Retail Garbage Storage Room designated for the storage of their garbage and co-ordinates the scheduling of all garbage pick-up and removal services with respect to such Owner's Unit in conjunction with (and with the prior approval of) the Condominium's property manager (including the timing and frequency of the transportation of such Owner's garbage from the Retail Garbage Storage Room to the designated garbage staging and collection area or, if there is no designated garbage staging and collection area for use by the Retail Units, to the street for municipal garbage collection).
- p. Ensure (to the extent reasonably possible) that the Owner of the Commercial Unit co-ordinates the scheduling of all garbage pick-up and removal services with respect to such Owner's Unit in conjunction with (and with the prior approval of) the Condominium's property manager (including the timing and frequency of the transportation of such Owner's garbage to the designated garbage staging and collection area or, if there is no designated garbage staging and collection area for use by the Commercial Unit, to the street for municipal garbage collection).
- q. Ensure (to the extent reasonably possible) that no garbage and/or garbage containers are left outside on the sidewalk area along any portion of the perimeter of the Condominium at any time.
- r. Arrange for a trained person to be present at all times during the collection/removal of residential garbage and recycling from the Condominium, in order to properly manoeuvre and transport the Condominium's garbage and recycling containers (situate within the Residential Garbage Storage and Recycling Rooms) to and from the designated exterior garbage collection area, and to ensure that no garbage and recycling containers whatsoever are left outside, except on the mornings of designated garbage and recycling pick-up days.
- s. As necessary, to provide direction and supervision of the collection and removal by the Retail Unit Owners and the Commercial Unit Owner of their respective garbage and, if applicable, recycling.
- t. When the Corporation formally retains an independent consultant to conduct a performance audit in accordance with the provisions of section 44 of the *Act* and section 12 of O.Reg.48/01 (the Performance Audit) at any time between the sixth month and the tenth month following the registration of this Declaration, then the Corporation shall be required 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 (the Performance Auditor) while the Performance Audit is being carried out, and to provide the Declarant with at least 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 or explain any possible matters of dispute to the Performance Auditor, prior to the end of the eleventh month following the registration of the Declaration, when the Performance Audit is to be completed and the Performance Auditor's report submitted to the Board and to the Taton Warranty Corporation in accordance with the provisions of the *Act*.
- u. Take all reasonable steps to collect from each 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.
- v. Grant, immediately after registration of the Declaration, if required, an easement in perpetuity in favour of utility suppliers or cable television operators, over, under, upon, across and through the Common Elements, for the purposes of facilitating the construction, installation, operation, maintenance or repair of utility or cable television lines or equipment (and all necessary appurtenances thereto) in order to facilitate the supply of utilities and cable television service to each of the Units and, if so requested by the transferees of such easements, to enter into (and abide by the terms and provisions of) an agreement with the utility or cable television suppliers pertaining to the provision of their services to the

Building, and for such purposes enact such By-laws or resolutions as may be required to sanction the foregoing.

- w. Take all actions reasonably necessary as may be required to fulfil any of the Corporation's duties and obligations pursuant to this Declaration.

PART 10

GENERAL AND OTHER MATTERS

55. NOTICE REGARDING WHEEL-TRANS SERVICE – Toronto Transit Commission 'Wheel-Trans' specialized para-transit service to the main entrances of each of the towers that make up the Building may not be available and such services for the disabled may have to be secured from alternate service providers or provided at alternate building entrances on the Property.
56. EMISSIONS WARNING CLAUSE – Parts of the Building are in close proximity to the National Rubber Technologies Corporation's (NRT) manufacturing plant, which operates 24 hours a day, 7 days a week. Various processes may operate continuously. Activities include the venting of plant exhaust air and rubber manufacturing odours, and the operation of various manufacturing processes for the making of various rubber products. There may be alterations and/or expansions to the NRT operations at this plant in the future by NRT, its successors or assigns which may require approvals from various authorities including, but not limited to, the Ministry of the Environment and the City of Toronto. Notwithstanding the inclusion of certain mitigation features within the Building to lessen the odour from the NRT plant, from time to time odours from the plant could be unpleasant and could affect the living environment of the residents in the Building, and NRT will not be responsible for any complaints or claims arising from any of the activities at or relating to the NRT Plant, property or operations thereon. NRT warrants that the emissions emanating from the NRT Plant do not exceed concentrations for human health-based limits specified within the General-Air Pollution Regulation under the Ontario *Environmental Protection Act* at the Property.
57. NOTICE REGARDING THE CITY LANE – The Corporation shall have the right, upon a resolution of the Board duly passed, to extend snow clearing contracts entered into by the Corporation to include the clearing of snow from the City Lane, and the costs thereof shall form part of the Common Expenses.
58. RIGHTS OF ENTRY
- The Corporation or any insurer of the Property or any part of the Property, together with their respective agents, employees or authorized representatives, or any other person authorized by the Board, shall be entitled to enter any Unit or any part of the Exclusive Use Common Elements, at all reasonable times and upon giving reasonable notice, for the purposes of carrying out the objects and duties of the Corporation or to exercise the powers of the Corporation.
 - The Corporation or any insurer of the Property or any part of the Property, together with their respective agents, employees or authorized representatives, or any other person authorized by the Board, shall be entitled, where necessary, to enter any Unit or any part of the Exclusive Use Common Elements appurtenant to such Unit, at such reasonable times and upon giving reasonable notice, to facilitate window washing and maintenance of the Units below.
 - In case of an emergency, any agent, employee or authorized representative of the Corporation may enter a Unit at any time without notice, for the purpose of repairing the Unit, the Common Elements or any part of the Exclusive Use Common Elements appurtenant to a Unit, or for the purpose of correcting any condition that might result in damage or loss to the Property or to the Building or any assets of the Corporation. The Corporation or anyone authorized by it may determine whether such an emergency exists.
 - If an Owner, resident or tenant of a Unit is not personally present to grant entry, the Corporation, or its agents, employees or authorized representatives may enter such Unit without rendering it, or them, liable to any claim or cause of action for damages by reason of such entry, provided that they exercise reasonable care.
 - The rights and authority hereby reserved to the Corporation, and any insurer, and their agents, employees or authorized representatives, do not impose any responsibility or liability for the care or supervision of any Unit, except as specifically provided in the Declaration or the By-laws.
59. INVALIDITY – Each of the provisions of this Declaration being independent and severable, the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not impair or affect the validity or enforceability of the remainder of this Declaration.
60. WAIVER – The failure to take action to enforce any provision contained in the *Act*, the Declaration, the By-laws, or the Rules of the Corporation, irrespective of the number of violations or breaches which may occur, shall not constitute a waiver of the right to do so thereafter, nor be deemed to abrogate or waive any such provision.
61. INTERPRETATION – In the Declaration, unless the context otherwise requires, words importing the singular number only include the plural and vice-versa; words importing the masculine gender include the feminine and neuter gender and vice-versa; and words importing person include companies, corporations, partnerships and any number or aggregate of persons. Whenever reference

is made in this Declaration to any statute or section of a statute, such reference is deemed to extend and apply to any amendments to the statute or section of the statute or re-enactment of the statute or section of the statute, as the case may be.

62. **NOTICE** — Notice shall be given:

- a. to an Owner or mortgagee, in accordance with the Act; and
- b. to the Corporation, by giving same to any director or officer of the Corporation, either personally or by ordinary mail, postage prepaid, addressed to the Corporation at its address for service.

If such notice is mailed as set out above in this paragraph, the same shall be deemed to have been received and to be effective on the third business day following the day on which it was mailed. If such notice is given by facsimile transmission or by electronic mail on or before 5 p.m. in Toronto, then the same shall be effective on the day on which the facsimile transmission is made or the electronic mail is sent (provided such day is a business day), otherwise such notice shall be effective on the business day that immediately next follows.

63. **OWNERS, ETC. SUBJECT TO DECLARATION, BY-LAWS AND RULES AND REGULATIONS** — All present and future Owners, members of their households, tenants, guests, invitees and licensees shall be subject to and comply with this Declaration, the By-laws, the Rules and any lawful amendments to them.

IN WITNESS WHEREOF the Declarant has affixed its corporate seal under the hands of its proper officers duly authorized in that behalf this 16 day of January 2011.

KINTYRE CO-OPERATIVE DEVELOPMENT
CORPORATION

Per: _____

Name: Blanka Simeckova
Title: A.S.O.

Per: _____

Name: Gordon Moir
Title: A.S.O.

We have the authority to bind the Corporation.

SCHEDULE A

TO DECLARATION

FIRSTLY

In the City of Toronto, in the Province of Ontario, being composed of part of Lots 1 to 15, inclusive, Registered Plan 761 York; Lots 16 to 20, inclusive, Registered Plan 761 York; Block B, Registered Plan 761 York; part of Blocks A, C and D, Registered Plan 761 York; part of Lane, Registered Plan 761 closed by By-law 18532, Instrument Number WH72640 (Firstly); part of Vanhorne Street, Registered Plan 761 closed by By-law 6411, unregistered; part of One Foot Reserve, Registered Plan 641 York abutting Lane; part of Lot 14 and part of Lot 15, Registered Plan 641 York; part of Lane, Registered Plan 641 York closed by By-law 18532, Instrument Number WH72640 (Secondly); Part of Lots 1 to 3, inclusive, Registered Plan 1400 York; part of Lot 14, Registered Plan 576 York, designated as Part 1 on a plan of survey of record deposited in the Land Titles Division of the Toronto Registry Office (No. 66) as Reference Plan 66R-25139 (hereinafter referred to as the Condominium Lands).

SUBJECT TO an easement in favour of Rogers Cable Communications Inc., as in Instrument Number AT1426975.

TOGETHER WITH an easement over Part Lots 1, 2 and 3, Registered Plan 1400 Toronto, and over Part of Vanhorne Street, Registered Plan 761 West Toronto Junction, closed by unregistered By-law 6411, all designated as Part 2 on Reference Plan 66R-24610, until such time as said Part 2 has been dedicated for public lane purposes, as in Instrument Number AT2055355.

SECONDLY

In the City of Toronto, in the Province of Ontario, being composed of part of Lots 1 to 15, inclusive, Registered Plan 761 York; part of Blocks C and D, Registered Plan 761 York; part of Lane, Registered Plan 761 closed by By-law 18532, Instrument Number WH72640 (Firstly); part of One Foot Reserve, Registered Plan 641 York abutting Lane; part of Lot 14 and part of Lot 15, Registered Plan 641 York; part of Lane, Registered Plan 641 York closed by By-law 18532, Instrument Number WH72640 (Secondly); part of Lot 14, Registered Plan 576 York, designated as Part 2 on a plan of survey of record deposited in the Land Titles Division of the Toronto Registry Office (No. 66) as Reference Plan 66R-25139 (referred to as the Phase 1 Lands).

SUBJECT TO an easement in favour of Rogers Cable Communications Inc., as in Instrument Number AT1426975.

TOGETHER WITH an easement over Part Lots 1, 2 and 3, Registered Plan 1400 Toronto, and over Part of Vanhorne Street, Registered Plan 761 West Toronto Junction, closed by unregistered By-law 6411, all designated as Part 2 on Reference Plan 66R-24610, until such time as said Part 2 has been dedicated for public lane purposes, as in Instrument Number AT2055355.

Being all of P.L.N. 21356--0201(LT)

In our opinion, based on the parcel register and the plans and documents recorded in them, the legal description set out above in "SECONDLY" is correct, the easements hereinbefore described in "SECONDLY" will exist in law upon registration of the amendment to the declaration and description creating the phase and the declarant is the registered owner of the lands included in the phase and appurtenant easements hereinbefore described.

Her Campbell LLP, solicitors and duly authorized agents for
KINTYRE CO-OPERATIVE DEVELOPMENT
CORPORATION

Date: May 27, 2011

Per

Edward M. Hyland

In our opinion, based on the parcel register and the plans and documents recorded in them, the following described easements will merge and no longer exist in law upon the registration of the amendment to the declaration:

SUBJECT TO rights-of-way or rights in the nature of easements over the Condominium Lands in favour of the owners, their successors and assigns, being appurtenant to and for the benefit, of those

lands and premises described as part of Lots 1 to 15, inclusive, Registered Plan 761 York; part of Blocks C and D, Registered Plan 761 York; part of Lane, Registered Plan 761 closed by By-law 18532, Instrument Number WH72640 (Firstly); part of One Foot Reserve, Registered Plan 641 York abutting Lane; part of Lot 14 and part of Lot 15, Registered Plan 641 York; part of Lane, Registered Plan 641 York closed by By-law 18532, Instrument Number WH72640 (Secondly); part of Lot 14, Registered Plan 576 York, designated as Part 2 on a plan of survey of record deposited in the Land Titles Division of the Toronto Registry Office (No. 66) as Reference Plan 66R-25139 (referred to as the Phase 1 Lands), which rights-of-way or rights in the nature of easements are as follows, as in Instrument Number AT2630973:

- (a) a right-of-support in and through all structural members, including, but not limited to, load bearing walls, columns, floor and roof slabs, footings, foundation and soil all of which are situate within the Common Elements of this Condominium and is necessary for support of the Phase 1 Lands;
- (b) the free, unimpeded and uninterrupted use of any garbage chutes, including the passage of refuse and recycling through the said garbage chutes, situate within the Common Elements of this Condominium, necessary to the operation of the Phase 1 Lands;
- (c) in, on, over and along the Common Elements of this Condominium, for the access of persons, materials, vehicles and equipment necessary for the maintenance, repair, operation, installation and reconstruction of any mechanical or electrical apparatus, installation or equipment including, but not limited to, gas mains, water mains, storm and sanitary sewers, electrical cables, wires, conduits, telephone and cable television cables, wires, conduits, as well as the provision of utilities and services through such apparatus, installation or equipment, which are necessary to the operation of the building or buildings situate or to be situate within the Phase 1 Lands;
- (d) in, on, over and along the Common Elements of this Condominium, for the access of persons, materials, vehicles and equipment necessary for the maintenance, repair, operation, construction and reconstruction of the structure situate or to be situate within the Phase 1 Lands;
- (e) in, on, over and along the Common Elements of this Condominium for the purposes of storm water or surface drainage;
- (f) in, on, over and along the Common Elements of this Condominium on Levels 1 to 3, both inclusive, for the purpose of pedestrian access, egress over and along, and/or use of, said Common Elements, such right-of-way or right in the nature of an easement to be in favour of the owners of the Phase 1 Lands, their successors and assigns, and their respective tenants, invitees and licensees, provided, however, that such access, egress and use shall be subject to any reasonable restrictions imposed by the property management personnel of this Condominium as well as the restrictions set out in the rules of the Condominium;
- (g) in, on, over and along exterior Common Elements on Level 1 of this Condominium on which are situate amenities such as benches, landscaped areas and bicycle lock-up areas, for the purpose of pedestrian access and egress thereon and/or any use thereof appropriate for the reasonable use and enjoyment of any such amenities by the owners of the Phase 1 Lands, their successors and assigns, and their respective tenants, invitees and licensees, provided, however, that such access, egress and use shall be subject to any reasonable restrictions imposed by the property management personnel of this Condominium as well as the restrictions set out in the rules of the Condominium;
- (h) in, on, over and along the exterior Common Elements on Levels 1 to 3, both inclusive, for the purpose of vehicular access and egress over and along said Common Elements, such right-of-way or right in the nature of an easement to be in favour of the owners of the Phase 1 Lands, their successors and assigns, and their respective tenants, invitees and licensees, provided, however, that such access, egress and use shall be subject to any reasonable restrictions imposed by the property management personnel of this Condominium as well as the restrictions set out in the rules of the Condominium;
- (i) in, on, over and along the Common Elements on Level A of this Condominium for the purposes of pedestrian access and egress over, upon and along those walkways situate thereon and pedestrian and vehicular access and egress over, upon and along the driveways and part of the interior garage area situate thereon, such right-of-way or right in the nature of an easement to be in favour of the owners of the Phase 1 Lands, their successors and assigns, and their respective tenants, invitees and licensees, provided, however, that such right-of-way or right in the nature of an easement shall be subject to any reasonable restrictions imposed by the property management personnel of this Condominium as well as the restrictions set out in the rules of the Condominium;

- (j) in, on, over and along the Common Elements on Level B of this Condominium for the purposes of pedestrian access and egress over, upon and along those walkways situate thereon and pedestrian and vehicular access and egress over, upon and along the driveways and part of the interior garage area situate thereon, such right-of-way or right in the nature of an easement to be in favour of the owners of the Phase 1 Lands, their successors and assigns, and their respective tenants, invitees and licensees, provided, however, that such right-of-way or right in the nature of an easement shall be subject to any reasonable restrictions imposed by the property management personnel of this Condominium as well as the restrictions set out in the rules of the Condominium;
- (k) the free, unimpeded and uninterrupted flow of air in and through any air intake and air exhaust shaft situate within the Common Elements of this Condominium, which is necessary for the ventilation of the structure situate within the Phase 1 Lands;
- (l) a temporary right-of-way or right in the nature of an easement in, over, along and upon the Common Elements of this Condominium for construction purposes, including, but not limited to, the erection of hoarding, tieback and shoring systems, necessary for the construction of any buildings on the Phase 1 Lands, which said temporary right-of-way or right in the nature of an easement shall be terminable upon the completion of construction of all such buildings.

TOGETHER WITH rights-of-way and rights in the nature of easements in favour of the Condominium Lands, as in Instrument Number AT2630973:

- (a) a right-of-support in and through all structural members including, but not limited to, load bearing walls, footings, columns, floor and roof slabs, situate within the Phase 1 Lands and which is necessary for the support of the building or buildings situate within the Condominium Lands;
- (b) in and through the Phase 1 Lands, a right to the free, unimpeded and uninterrupted flow of air in and through any air intake and air exhaust shaft situate within the Phase 1 Lands, which is necessary for the ventilation of the building or buildings and improvements situate within the Condominium Lands;
- (c) in, on, over and along the Phase 1 Lands, for the access of persons, materials, vehicles and equipment necessary for the maintenance, repair, operation, installation and reconstruction of any mechanical or electrical apparatus, installation or equipment including, but not limited to, gas mains, water mains, storm and sanitary sewers, electrical cables, wires, conduits, telephone and cable television cables, wires, and conduits that are situate within the Phase 1 Lands, as well as the provision of utilities and services through such apparatus, installation or equipment, which are necessary to the operation of the buildings situate within the Condominium Lands;
- (d) in, on, over and along the Phase 1 Lands, for the access of persons, materials, vehicles and equipment necessary for the maintenance, repair, operation, construction and reconstruction of the buildings situate within the Condominium Lands; and
- (e) in, on, over and along the Phase 1 Lands for the purposes of storm water or surface drainage;
- (a) in, on, over and along the Phase 1 Lands for the purpose of pedestrian access and egress thereon and/or any use thereof appropriate for the reasonable use and enjoyment of amenities such as benches, landscaped areas and bicycle lock-up posts situate on the said Phase 1 Lands by the owners of units in this Condominium, their successors and assigns, and their respective tenants, invitees and licensees, provided, however, that such access, egress and use shall be subject to any reasonable restrictions imposed by the owner of the Phase 1 Lands.

Hler Campbell LLP, solicitors and duly authorized agents for
KINTYRE CO-OPERATIVE DEVELOPMENT
CORPORATION

Date: May 27, 2011

Per


Edward M. Hyland

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SCHEDULE B
TO DECLARATION

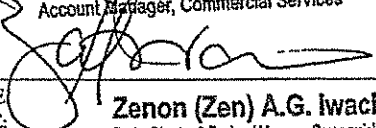
Consent of Mortgagee
Servient Lands

1. We, Meridian Credit Union Limited, have a mortgage registered against land owned by the declarant that is included in the property but not included in a phase, including the buildings and structures on the land, registered as Instrument Number AT1919889, in the Land Titles Division of the Toronto Registry Office (No. 66).
2. We consent to the registration of this Declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the Description.
3. We are entitled by law to grant this consent.

Dated this 13 day of January 2011.

MERIDIAN CREDIT UNION LIMITED


NAME: Giulio Amodeo
TITLE: Account Manager, Commercial Services


NAME: Zenon (Zen) A.G. Iwachiw
TITLE: Senior Director & Regional Manager, Commercial Services

We have the authority to bind the Corporation.

SCHEDULE B
TO DECLARATION

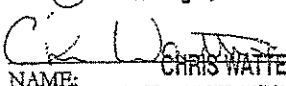
Consent of Mortgagee

1. We, The Guarantee Company of North America, have a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998*, registered as Instrument Number AT1919890, in the Land Titles Division of the Toronto Registry Office (No. 66).
2. We consent to the registration of this Declaration, pursuant to the *Act*, against the land or the interests appurtenant to the land, as the land and the interests are described in the Description.
3. We postpone the mortgages and the interests under them to the Declaration and the easements described in Schedule A to the Declaration.
4. We are entitled by law to grant this consent and postponement.

Dated this 5th day of December 2010.

THE GUARANTEE COMPANY OF
NORTH AMERICA


NAME: _____
TITLE: Pamela Martin
Manager, Developer Surety


NAME: CHRIS WATTERS
TITLE: SENIOR MANAGER, NATIONAL SURETY

We have the authority to bind the Corporation.

SCHEDULE B
TO DECLARATION

Consent of Mortgagee
Servient Lands

1. We, The Guarantee Company of North America, have a mortgage registered against land owned by the declarant that is included in the property but not included in a phase, including the buildings and structures on the land, registered as Instrument Number AT1919890, in the Land Titles Division of the Toronto Registry Office (No: 66).
2. We consent to the registration of this Declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the Description.
3. We are entitled by law to grant this consent.

Dated this 11th day of January 2011.

THE GUARANTEE COMPANY OF
NORTH AMERICA

NAME:

TITLE:

Pamela Martin
Pamela Martin
Manager, Developer Surety

NAME:

TITLE:

Chris Watters
CHRIS WATTERS

SENIOR MANAGER, NATIONAL SURETY

We have the authority to bind the Corporation.

SCHEDULE B
TO DECLARATIONConsent of Mortgagee

1. We, City of Toronto, have a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998*, registered as Instrument Number AT1919891, in the Land Titles Division of the Toronto Registry Office (No. 66).
2. We consent to the registration of this Declaration, pursuant to the *Act*, against the land or the interests appurtenant to the land, as the land and the interests are described in the Description.
3. We postpone the mortgages and the interests under them to the Declaration and the easements described in Schedule A to the Declaration.
4. We are entitled by law to grant this consent and postponement.

Dated this 17th day of December 2010.

CITY OF TORONTO

Lorna Lennox
NAME: Lorna L. Lennox
TITLE: Solicitor

NAME:
TITLE:

We have the authority to bind the Corporation.

SCHEDULE B
TO DECLARATIONConsent of Mortgagee
Servient Lands

1. We, City of Toronto, have a mortgage registered against land owned by the declarant that is included in the property but not included in a phase, including the buildings and structures on the land, registered as Instrument Number AT1919891, in the Land Titles Division of the Toronto Registry Office (No. 66).
2. We consent to the registration of this Declaration, pursuant to the *Act*, against the land or the interests appurtenant to the land, as the land and the interests are described in the Description.
3. We are entitled by law to grant this consent.

Dated this 12th day of January 2011.

CITY OF TORONTO

Lorna Lennox
NAME: Lorna L. Lennox
TITLE: Solicitor

NAME:
TITLE:

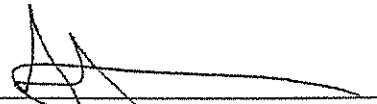
We / I have the authority to bind the Corporation.

SCHEDULE B
TO DECLARATIONConsent of Mortgages

1. We, Deltera Construction Limited, have a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998*, registered as Instrument Number AT1919892, in the Land Titles Division of the Toronto Registry Office (No. 66).
2. We consent to the registration of this Declaration, pursuant to the *Act*, against the land or the interests appurtenant to the land, as the land and the interests are described in the Description.
3. We postpone the mortgages and the interests under them to the Declaration and the easements described in Schedule A to the Declaration.
4. We are entitled by law to grant this consent and postponement.

Dated this 22 day of December 2010.

DELTERA CONSTRUCTION LIMITED


NAME: Doug DeGuerra
TITLE: Authorized Signing Officer

NAME: _____

TITLE: _____

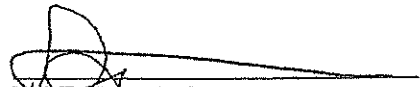
We have the authority to bind the Corporation.

SCHEDULE B
TO DECLARATIONConsent of Mortgagee
Servient Lands

1. We, Deltera Construction Limited, have a mortgage registered against land owned by the declarant that is included in the property but not included in a phase, including the buildings and structures on the land, registered as Instrument Number AT1919892, in the Land Titles Division of the Toronto Registry Office (No. 66).
2. We consent to the registration of this Declaration, pursuant to the *Act*, against the land or the interests appurtenant to the land, as the land and the interests are described in the Description.
3. We are entitled by law to grant this consent.

Dated this 18th day of January 2011.

DELTERA CONSTRUCTION LIMITED


NAME: Doug DeGuerre
TITLE: Authorized Signing Officer_____
NAME:
TITLE:

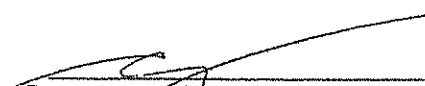
We have the authority to bind the Corporation.

SCHEDULE B
TO DECLARATIONConsent of Mortgagee

1. We, Deltera Inc., have a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998*, registered as Instrument Number AT1330836 (amended by AT1409361 and AT1918023), in the Land Titles Division of the Toronto Registry Office (No. 66).
2. We consent to the registration of this Declaration, pursuant to the *Act*, against the land or the interests appurtenant to the land, as the land and the interests are described in the Description.
3. We postpone the mortgages and the interests under them to the Declaration and the easements described in Schedule A to the Declaration.
4. We are entitled by law to grant this consent and postponement.

Dated this 22 day of December 2010.

DELTERA INC.


NAME: Angela DelZotto
TITLE: Authorized Signing OfficerNAME:
TITLE:

We have the authority to bind the Corporation.

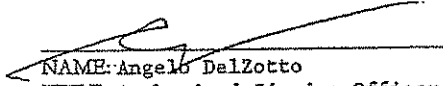
SCHEDULE B
TO DECLARATION

Consent of Mortgagee
Servient Lands

1. We, Deltera Inc., have a mortgage registered against land owned by the declarant that is included in the property but not included in a phase, including the buildings and structures on the land, registered as Instrument Number AT1330836 (amended by AT1409361 and AT1918023), in the Land Titles Division of the Toronto Registry Office (No. 66).
2. We consent to the registration of this Declaration, pursuant to the ~~Act~~, against the land or the interests appurtenant to the land, as the land and the interests are described in the Description.
3. We are entitled by law to grant this consent.

Dated this 18th day of January 2011.

DELTERA INC.


NAME: Angelo DalZotto
TITLE: Authorized Signing Officer

NAME:
TITLE:

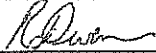
We have the authority to bind the Corporation.

SCHEDULE B
TO DECLARATIONConsent of Mortgagee

1. We, Home Ownership Alternatives Non-Profit Corporation (Greater Toronto Area), have a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998*, registered as Instrument Number AT1330837 (amended by AT1409362 and AT1918024), in the Land Titles Division of the Toronto Registry Office (No. 66).
2. We consent to the registration of this Declaration, pursuant to the *Act*, against the land or the interests appurtenant to the land, as the land and the interests are described in the Description.
3. We postpone the mortgage and the interests under it to the Declaration and the easements described in Schedule A to the Declaration.
4. We are entitled by law to grant this consent and postponement.

Dated this 17th day of January 2011.

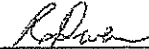
HOME OWNERSHIP ALTERNATIVES
NON-PROFIT CORPORATION
(GREATER TORONTO AREA)


NAME: RICHARD OWEN
TITLE: CEO

I have the authority to bind the Corporation.

SCHEDULE B
TO DECLARATIONConsent of Mortgagee
Servient Lands

1. We, Home Ownership Alternatives Non-Profit Corporation (Greater Toronto Area), have a mortgage registered against land owned by the declarant that is included in the property but not included in a phase, including the buildings and structures on the land, registered as Instrument Number AT1330837 (amended by AT1409362 and AT1918024), in the Land Titles Division of the Toronto Registry Office (No. 66).
2. We consent to the registration of this Declaration, pursuant to the *Act*, against the land or the interests appurtenant to the land, as the land and the interests are described in the Description.
3. We are entitled by law to grant this consent.

Dated this 1st day of January 2011.HOME OWNERSHIP ALTERNATIVES
NON-PROFIT CORPORATION
(GREATER TORONTO AREA)
NAME: RICHARD OWEN
TITLE: CEO

I have the authority to bind the Corporation.

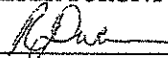
SCHEDULE B
TO DECLARATION

Consent of Mortgagee

1. We, Home Ownership Alternatives Non-Profit Corporation (Greater Toronto Area), have a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998*, registered as Instrument Number AT1919901, in the Land Titles Division of the Toronto Registry Office (No. 66).
2. We consent to the registration of this Declaration, pursuant to the *Act*, against the land or the interests appurtenant to the land, as the land and the interests are described in the Description.
3. We postpone the mortgage and the interests under it to the Declaration and the easements described in Schedule A to the Declaration.
4. We are entitled by law to grant this consent and postponement.

Dated this 17th day of January 2011.

HOME OWNERSHIP ALTERNATIVES
NON-PROFIT CORPORATION
(GREATER TORONTO AREA)


NAME: RICHARD OWEN
TITLE: CEO

I have the authority to bind the Corporation.

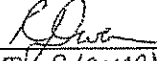
SCHEDULE B
TO DECLARATION

Consent of Mortgagee
Servient Lands

1. We, Home Ownership Alternatives Non-Profit Corporation (Greater Toronto Area), have a mortgage registered against land owned by the declarant that is included in the property but not included in a phase, including the buildings and structures on the land, registered as Instrument Number AT1919901, in the Land Titles Division of the Toronto Registry Office (No. 66).
2. We consent to the registration of this Declaration, pursuant to the *Act*, against the land or the interests appurtenant to the land, as the land and the interests are described in the Description.
3. We are entitled by law to grant this consent.

Dated this 12th day of January 2011.

HOME OWNERSHIP ALTERNATIVES
NON-PROFIT CORPORATION
(GREATER TORONTO AREA)


NAME: RICHARD OWEN
TITLE: CEO

I have the authority to bind the Corporation.

SCHEDULE B

TO DECLARATION

Form 18
Condominium Act, 1998

CONSENT AND POSTPONEMENT
 (AMENDMENT TO SCHEDULE B TO DECLARATION OF A
 PHASED CONDOMINIUM CORPORATION TO CREATE A PHASE)

(under clause 146(a) of *Condominium Act, 1998*)

1. We, Meridian Credit Union Limited, have a registered mortgage within the meaning of clause 146(4) (a) of the *Condominium Act, 1998* registered as Instrument Number AT1919889, in the Land Titles Division of the Toronto Registry Office (No. 66).
2. The declaration was registered as Instrument Number AT2630973 on February 28, 2011.
3. We consent to the registration of this amendment to the declaration, pursuant to the Act, against the land included in the phase of interests appurtenant to land, as the land and the interests are described in the amendment to the description, for the purpose of creating a phase.
4. We postpone the mortgage and the interest under them to the declaration and the easements described in Schedule A to the declaration, as amended by this amendment.
5. We are entitled by law to grant this consent and postponement.

Dated this 11 day of July 2011.

MERIDIAN CREDIT UNION LIMITED

NAME: Ryan Topple
 TITLE: Account Manager, Commercial Services

NAME: Zenon (Zen) A.G. Iwachiw
 TITLE: Senior Director & Regional Manager, Commercial Services
 We / I have the authority to bind this corporation

SCHEDULE B

TO DECLARATION

Form 18
Condominium Act, 1998

CONSENT AND POSTPONEMENT
 (AMENDMENT TO SCHEDULE B TO DECLARATION OF A
 PHASED CONDOMINIUM CORPORATION TO CREATE A PHASE)


(under clause 146(a) of *Condominium Act, 1998*)

1. We, The Guarantee Company of North America, have a registered mortgage within the meaning of clause 146(4) (a) of the *Condominium Act, 1998* registered as Instrument Number AT1919890, in the Land Titles Division of the Toronto Registry Office (No. 66):
2. The declaration was registered as Instrument Number AT2630973 on February 28, 2011.
3. We consent to the registration of this amendment to the declaration, pursuant to the Act, against the land included in the phase of interests appurtenant to land, as the land and the interests are described in the amendment to the description, for the purpose of creating a phase.
4. We postpone the mortgage and the interest under them to the declaration and the easements described in Schedule A to the declaration, as amended by this amendment.
5. We are entitled by law to grant this consent and postponement.

Dated this 28th day of July 2011.

THE GUARANTEE COMPANY OF
 NORTH AMERICA


 NAME: Pamela Martin
 TITLE: Manager, Developer Surety


 NAME: Richard Longland
 TITLE: National Vice President
 Commercial & Developer Surety
 We / I have the authority to bind the corporation.

SCHEDULE B

TO DECLARATION

Form 18

Condominium Act, 1998

**CONSENT AND POSTPONEMENT
(AMENDMENT TO SCHEDULE B TO DECLARATION OF A
PHASED CONDOMINIUM CORPORATION TO CREATE A PHASE)**

(under clause 146(a) of *Condominium Act, 1998*)

1. We, City of Toronto, have a registered mortgage within the meaning of clause 146(4) (a) of the *Condominium Act, 1998* registered as Instrument Number AT1919891, in the Land Titles Division of the Toronto Registry Office (No. 66).
2. The declaration was registered as Instrument Number AT2630973 on February 28, 2011.
3. We consent to the registration of this amendment to the declaration, pursuant to the Act, against the land included in the phase of interests appurtenant to land, as the land and the interests are described in the amendment to the description, for the purpose of creating a phase.
4. We postpone the mortgage and the interest under them to the declaration and the easements described in Schedule A to the declaration, as amended by this amendment.
5. We are entitled by law to grant this consent and postponement.

Dated this 19~~th~~ day of July 2011.

CITY OF TORONTO

Lorna Lennox
NAME: Lorna L. Lennox
TITLE: Solicitor

NAME:

TITLE:

We / I have the authority to bind the corporation.

SCHEDULE B

TO DECLARATION

Form 18
Condominium Act, 1998

CONSENT AND POSTPONEMENT
(AMENDMENT TO SCHEDULE B TO DECLARATION OF A
PHASED CONDOMINIUM CORPORATION TO CREATE A PHASE)

(under clause 146(a) of *Condominium Act, 1998*)

1. We, Deltera Construction Limited, have a registered mortgage within the meaning of clause 146(4) (a) of the *Condominium Act, 1998* registered as Instrument Number AT1919892, in the Land Titles Division of the Toronto Registry Office (No. 66).
2. The declaration was registered as Instrument Number AT2630973 on February 28, 2011.
3. We consent to the registration of this amendment to the declaration, pursuant to the Act, against the land included in the phase of interests appurtenant to land, as the land and the interests are described in the amendment to the description, for the purpose of creating a phase.
4. We postpone the mortgage and the interest under them to the declaration and the easements described in Schedule A to the declaration, as amended by this amendment.
5. We are entitled by law to grant this consent and postponement.

Dated this 28 day of July 2011.

DELTERA CONSTRUCTION LIMITED

NAME: Doug DeGuerre
TITLE: A.S.O.

NAME:

TITLE:

We / I have the authority to bind the corporation.

SCHEDULE B

TO DECLARATION

Form 18
*Condominium Act, 1998*CONSENT AND POSTPONEMENT
(AMENDMENT TO SCHEDULE B TO DECLARATION OF A
PHASED CONDOMINIUM CORPORATION TO CREATE A PHASE)(under clause 146(a) of *Condominium Act, 1998*)

1. We, Deltera Inc., have a registered mortgage within the meaning of clause 146(4) (a) of the *Condominium Act, 1998* registered as AT1330836 (amended by AT1409361 and AT1918023), in the Land Titles Division of the Toronto Registry Office (No. 66).
2. The declaration was registered as Instrument Number AT2630973 on February 28, 2011.
3. We consent to the registration of this amendment to the declaration, pursuant to the Act, against the land included in the phase of interests appurtenant to land, as the land and the interests are described in the amendment to the description, for the purpose of creating a phase.
4. We postpone the mortgage and the interest under them to the declaration and the easements described in Schedule A to the declaration, as amended by this amendment.
5. We are entitled by law to grant this consent and postponement.

Dated this 28 day of July 2011.

DELTERA INC.

NAME: HARVEY FROITMAN
TITLE: A.S.O.

NAME:

TITLE:

We / I have the authority to bind the corporation.

SCHEDULE B**TO DECLARATION**

Form 18
Condominium Act, 1998

**CONSENT AND POSTPONEMENT
(AMENDMENT TO SCHEDULE B TO DECLARATION OF A
PHASED CONDOMINIUM CORPORATION TO CREATE A PHASE)**

(under clause 146(a) of *Condominium Act, 1998*)

1. We, Home Ownership Alternatives Non-Profit Corporation (Greater Toronto Area), have a registered mortgage within the meaning of clause 146(4) (a) of the *Condominium Act, 1998* registered as Instrument Number AT1330837 (amended by AT1409362 and AT1918024), in the Land Titles Division of the Toronto Registry Office (No. 66).
2. The declaration was registered as Instrument Number AT2630973 on February 28, 2011.
3. We consent to the registration of this amendment to the declaration, pursuant to the Act, against the land included in the phase of interests appurtenant to land, as the land and the interests are described in the amendment to the description, for the purpose of creating a phase.
4. We postpone the mortgage and the interest under them to the declaration and the easements described in Schedule A to the declaration, as amended by this amendment.
5. We are entitled by law to grant this consent and postponement.

Dated this 18th day of July 2011.

**HOME OWNERSHIP ALTERNATIVES
NON-PROFIT CORPORATION
(GREATER TORONTO AREA)**


NAME: Richard Owen
TITLE: C.E.O.

I have the authority to bind the corporation.

SCHEDULE B

TO DECLARATION

Form 18
Condominium Act, 1998

CONSENT AND POSTPONEMENT
(AMENDMENT TO SCHEDULE B TO DECLARATION OF A
PHASED CONDOMINIUM CORPORATION TO CREATE A PHASE)

(under clause 146(a) of *Condominium Act, 1998*)

1. We, Home Ownership Alternatives Non-Profit Corporation (Greater Toronto Area), have a registered mortgage within the meaning of clause 146(4) (a) of the *Condominium Act, 1998* registered as Instrument Number AT1919901, in the Land Titles Division of the Toronto Registry Office (No. 66).
2. The declaration was registered as Instrument Number AT2630973 on February 28, 2011.
3. We consent to the registration of this amendment to the declaration, pursuant to the Act, against the land included in the phase of interests appurtenant to land, as the land and the interests are described in the amendment to the description, for the purpose of creating a phase.
4. We postpone the mortgage and the interest under them to the declaration and the easements described in Schedule A to the declaration, as amended by this amendment.
5. We are entitled by law to grant this consent and postponement.

Dated this 18th day of July 2011.

HOME OWNERSHIP ALTERNATIVES
NON-PROFIT CORPORATION
(GREATER TORONTO AREA)


NAME: Richard Owen
TITLE: C.E.O.

I have the authority to bind the corporation.

SCHEDULE 'C'**TO THE DECLARATION OF KINTYRE CO-OPERATIVE DEVELOPMENT CORPORATION**

DWELLING UNITS: (Being Units 1 to 14 both inclusive on Level 1, Units 1 to 24 both inclusive on Levels 2 and 3, Units 1 to 25 both inclusive on Level 4, Units 1 to 26 both inclusive on Levels 5 to 9 both inclusive, Units 1 to 25 on Levels 10 and 11 and Units 1 to 12 both inclusive on Levels 12 to 16 both inclusive as illustrated in Part 1 on Sheets 3, 4, 5, 6, 7 and 8 of the description filed concurrently with the declaration.)

- a) Each Dwelling Unit is bounded vertically by:
 - i. the upper surface of the concrete floor slab beneath the unit; and
 - ii. the lower surface of the concrete ceiling slab.
- b) Each Dwelling Unit is bounded horizontally by the backside face of the drywall on all perimeter walls and walls dividing units from corridors, stairs, gas enclosures, fire hose cabinets, electrical closets, garbage chutes, garbage disposal rooms, smoke shafts, fresh air shafts, pipe spaces and elevators.
- c) In the vicinity of windows and exterior doors, the unit boundaries shall be the unfinished interior surfaces of doors, window and door frames and the interior surfaces of all glass panels located therein.

RETAIL UNITS: (Being Units 1 to 5 both inclusive on Level A as illustrated in Part 1 on Sheet 9 of the description filed concurrently with the declaration.)

- a) Each Retail Unit is bounded vertically by:
 - i. the underside surface of the concrete ceiling slab above the unit; and
 - ii. the upper unfinished surface of the concrete floor slab beneath the unit.
- b) Each Retail Unit is bounded horizontally by:
 - i. the line and face of concrete/concrete block wall;
 - ii. the backside face of drywall;
 - iii. vertical planes defined by centreline of concrete columns and measurements;
 - iv. vertical planes joining centre of column and production as illustrated on Sheet 9 in Part 1 of the declaration filed concurrently with the declaration.
- c) In the vicinity of interior doors, the unit boundaries shall be the unfinished interior surface of door and doorframe.
- d) In the vicinity of windows and exterior doors, the unit boundaries shall be the unfinished exterior surfaces of doors, window and door frames and exterior surfaces of glass panels located therein.

COMMERCIAL UNIT: (Being Unit 6 on Level A as illustrated in Part 1 on Sheet 9 of the description filed concurrently with the declaration.)

- a) The Commercial Unit is bounded vertically by:
 - i. the upper surface of the concrete floor slab beneath the unit; and
 - ii. the lower surface of the concrete ceiling slab.
- b) The Commercial Unit is bounded horizontally by the unit side line and face of concrete/concrete block walls or columns.
- c) In the vicinity of windows and exterior doors, the unit boundaries shall be the unfinished exterior surfaces of doors, window and door frames and the exterior surfaces of all glass panels located therein.

PARKING UNITS: (Being Units 7 to 46 both inclusive, Units 49 to 75 both inclusive, Units 77 to 175 both inclusive, Unit 186 and Unit 187 on Level A, Units 10 to 125 both inclusive on Level B, Unit 15 on Level 1, Units 25 to 63 both inclusive on Level 2 and Units 25 to 29 both inclusive and 46 to 106 both inclusive on Level 3 as illustrated in Part 1 on Sheets 3, 4, 5, 9 and 10 of the description filed concurrently with the declaration.)

- a) The boundaries of each parking unit shall be:
 - i. the unfinished upper surface or unit side of the concrete floor slab beneath such unit; and
 - ii. a plane distant 2.0 metres above the concrete floor slab and measured perpendicularly there from; and
 - iii. the unfinished interior surface or unit side of concrete or masonry walls or columns; and
 - iv. the vertical planes formed by:
 1. the face of columns; and
 2. the production of the face of masonry walls or columns; and

3. joining the centre line of the concrete columns and their production; and
4. the centre line of column and measurements; and
5. measurements from the concrete columns and walls as illustrated on Sheets 3, 4, 5, 9 and 10 in Part 1 of the description filed concurrently with the declaration.

PARKING/BICYCLE STORAGE UNITS: (Being Units 47, 48, 76 and 176 to 185 both inclusive on Level A, Units 1 to 9 both inclusive and Unit 126 on Level B and Units 30 to 45 both inclusive on Level 3 as illustrated in Part 1 on Sheets 5, 9 and 10 of the description filed concurrently with the declaration.)

- a) The boundaries of each Parking/Bicycle Storage Unit shall be:
 - i. the unfinished upper surface or unit side of the concrete floor slab beneath such unit; and
 - ii. a plane distant 2.0 metres above the concrete floor slab and measured perpendicularly there from in the vicinity of the parking component; and
 - iii. the unfinished underside surface of the concrete ceiling within the bicycle storage component; and
 - iv. the unfinished interior surface or unit side of concrete or masonry walls or columns; and
 - v. in the vicinity of Unit 76 on Level A the boundaries shall be the unit side face of concrete/concrete block wall and backside face of drywall separating the bicycle storage component from the Parking component; and
 - vi. the vertical planes formed by:
 1. the face of columns; and
 2. the upward projection of wire mesh panels to intersection with concrete ceiling above at the bicycle storage component; and
 3. measurements from concrete walls or columns as illustrated on Sheets 5, 9 and 10 in Part 1 of the description filed concurrently with the declaration.

LOCKER UNITS: (Being Units 188 to 311 both inclusive on Level A, Units 127 to 311 both inclusive on Level B, Units 64 to 116 both inclusive on Level 2 and Units 107 to 148 both inclusive on Level 3 as illustrated in Part 1 on Sheets 4, 5, 9, 10, 11, 12 and 13 of the description filed concurrently with the declaration.)

- a) Each locker unit is bounded vertically by:
 - i. the upper unfinished surface of concrete floor slab beneath the unit; and
 - ii. the lower surface or unit side face of wire mesh ceiling above said locker units except in the vicinity of Units 75 and 116 on Level 2 and Units 118 and 119 on Level 3 where the boundary shall be the underside surface of the concrete ceiling above.
- b) Each locker unit is bounded horizontally by:
 - i. the unit side face of wire mesh panels; and
 - ii. the backside face of drywall or unit side face of concrete/masonry wall; and
 - iii. the face of concrete columns.

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 in Part 1 on Sheets 3 to 13 inclusive of the Description.

Date: 8 November, 2010

I. M. PASTUSHAK LIMITED

Per: 

Phillip Hofmann, O.L.S.

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

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P08-18D

1st Amendment

C-1

AMENDMENTS TO SCHEDULE 'C'**TO THE DECLARATION OF KINTYRE CO-OPERATIVE DEVELOPMENT CORPORATION**

DWELLING UNITS: (Being Units 26 to 41 both inclusive on Level 4, Units 27 to 43 both inclusive on Levels 5 to 9 both inclusive, Units 26 to 42 both inclusive on Levels 10 and 11, Units 13 to 29 both inclusive on Levels 12 to 16 both inclusive, Units 1 to 17 both inclusive on Levels 17 to 19 both inclusive, and Units 1 to 9 both inclusive on Levels 20 to 24 both inclusive as illustrated in Part 1 on Sheets 8, 10, 12, 13 and 14 of the description filed concurrently with the declaration.)

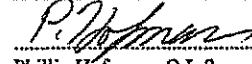
- a) Each Dwelling Unit is bounded vertically by:
 - i) the upper surface of the concrete floor slab beneath the unit; and
 - ii) the lower surface of the concrete ceiling slab.
- b) Each Dwelling Unit is bounded horizontally by the backside face of the drywall on all perimeter walls and walls dividing units from corridors, stairs, gas enclosures, fire hose cabinets, electrical closets, garbage chutes, garbage disposal rooms, smoke shafts, fresh air shafts, pipe spaces and elevators.
- c) In the vicinity of windows and exterior doors, the unit boundaries shall be the unfinished interior surfaces of doors, window and door frames and the interior surfaces of all glass panels located therein.

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 in Part 1 on Sheets 8, 10, 12, 13 and 14 of the Description.

Date: April 27th, 2011

L. M. PASTUSHAK LIMITED

Per:


 Phillip Hofmann, O.L.S.

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

SCHEDULE D

TO DECLARATION

Proportionate Interest in Common Elements and Proportionate Share of Common Expenses
(by Unit and Level Number)

Unit Type	Unit No.	Level No.	Proportion of Common Expenses (Expressed as a Percentage)	Proportion of Common Elements (Expressed as a Percentage)
Retail	1	A	0.084585	0.117511
Retail	2	A	0.108644	0.150429
Retail	3	A	0.090695	0.125741
Retail	4	A	0.093559	0.129760
Retail	5	A	0.192847	0.267941
Commercial	6	A	0.370233	0.513069
Parking	7	A	0.012115	0.012115
Parking	8	A	0.012115	0.012115
Parking	9	A	0.012115	0.012115
Parking	10	A	0.012115	0.012115
Parking	11	A	0.012115	0.012115
Parking	12	A	0.012115	0.012115
Parking	13	A	0.012115	0.012115
Parking	14	A	0.012115	0.012115
Parking	15	A	0.012115	0.012115
Parking	16	A	0.012115	0.012115
Parking	17	A	0.012115	0.012115
Parking	18	A	0.012115	0.012115
Parking	19	A	0.012115	0.012115
Parking	20	A	0.012115	0.012115
Parking	21	A	0.012115	0.012115
Parking	22	A	0.012115	0.012115
Parking	23	A	0.012115	0.012115
Parking	24	A	0.012115	0.012115
Parking	25	A	0.012115	0.012115
Parking	26	A	0.012115	0.012115
Parking	27	A	0.012115	0.012115
Parking	28	A	0.012115	0.012115
Parking	29	A	0.012115	0.012115
Parking	30	A	0.012115	0.012115
Parking	31	A	0.012115	0.012115
Parking	32	A	0.012115	0.012115
Parking	33	A	0.012115	0.012115
Parking	34	A	0.012115	0.012115
Parking	35	A	0.012115	0.012115
Parking	36	A	0.012115	0.012115
Parking	37	A	0.012115	0.012115
Parking	38	A	0.012115	0.012115
Parking	39	A	0.012115	0.012115
Parking	40	A	0.012115	0.012115
Parking	41	A	0.012115	0.012115
Parking	42	A	0.012115	0.012115
Parking	43	A	0.012115	0.012115
Parking	44	A	0.012115	0.012115
Parking	45	A	0.012115	0.012115
Parking	46	A	0.012115	0.012115

Unit Type	Unit No.	Level No.	Proportion of Common Expenses (Expressed as a Percentage)	Proportion of Common Elements (Expressed as a Percentage)
Parking-Bicycle Storage	47	A	0.015970	0.015970
Parking-Bicycle Storage	48	A	0.015970	0.015970
Parking	49	A	0.012115	0.012115
Parking	50	A	0.012115	0.012115
Parking	51	A	0.012115	0.012115
Parking	52	A	0.012115	0.012115
Parking	53	A	0.012115	0.012115
Parking	54	A	0.012115	0.012115
Parking	55	A	0.012115	0.012115
Parking	56	A	0.012115	0.012115
Parking	57	A	0.012115	0.012115
Parking	58	A	0.012115	0.012115
Parking	59	A	0.012115	0.012115
Parking	60	A	0.012115	0.012115
Parking	61	A	0.012115	0.012115
Parking	62	A	0.012115	0.012115
Parking	63	A	0.012115	0.012115
Parking	64	A	0.012115	0.012115
Parking	65	A	0.012115	0.012115
Parking	66	A	0.012115	0.012115
Parking	67	A	0.012115	0.012115
Parking	68	A	0.012115	0.012115
Parking	69	A	0.012115	0.012115
Parking	70	A	0.012115	0.012115
Parking	71	A	0.012115	0.012115
Parking	72	A	0.012115	0.012115
Parking	73	A	0.012115	0.012115
Parking	74	A	0.012115	0.012115
Parking	75	A	0.012115	0.012115
Parking-Bicycle Storage	76	A	0.015970	0.015970
Parking	77	A	0.012115	0.012115
Parking	78	A	0.012115	0.012115
Parking	79	A	0.012115	0.012115
Parking	80	A	0.012115	0.012115
Parking	81	A	0.012115	0.012115
Parking	82	A	0.012115	0.012115
Parking	83	A	0.012115	0.012115
Parking	84	A	0.012115	0.012115
Parking	85	A	0.012115	0.012115
Parking	86	A	0.012115	0.012115
Parking	87	A	0.012115	0.012115
Parking	88	A	0.012115	0.012115
Parking	89	A	0.012115	0.012115
Parking	90	A	0.012115	0.012115
Parking	91	A	0.012115	0.012115
Parking	92	A	0.012115	0.012115
Parking	93	A	0.012115	0.012115
Parking	94	A	0.012115	0.012115
Parking	95	A	0.012115	0.012115
Parking	96	A	0.012115	0.012115
Parking	97	A	0.012115	0.012115
Parking	98	A	0.012115	0.012115

Unit Type	Unit No.	Level No.	Proportion of Common Expenses (Expressed as a Percentage)	Proportion of Common Elements (Expressed as a Percentage)
Parking	99	A	0.012115	0.012115
Parking	100	A	0.012115	0.012115
Parking	101	A	0.012115	0.012115
Parking	102	A	0.012115	0.012115
Parking	103	A	0.012115	0.012115
Parking	104	A	0.012115	0.012115
Parking	105	A	0.012115	0.012115
Parking	106	A	0.012115	0.012115
Parking	107	A	0.012115	0.012115
Parking	108	A	0.012115	0.012115
Parking	109	A	0.012115	0.012115
Parking	110	A	0.012115	0.012115
Parking	111	A	0.012115	0.012115
Parking	112	A	0.012115	0.012115
Parking	113	A	0.012115	0.012115
Parking	114	A	0.012115	0.012115
Parking	115	A	0.012115	0.012115
Parking	116	A	0.012115	0.012115
Parking	117	A	0.012115	0.012115
Parking	118	A	0.012115	0.012115
Parking	119	A	0.012115	0.012115
Parking	120	A	0.012115	0.012115
Parking	121	A	0.012115	0.012115
Parking	122	A	0.012115	0.012115
Parking	123	A	0.012115	0.012115
Parking	124	A	0.012115	0.012115
Parking	125	A	0.012115	0.012115
Parking	126	A	0.012115	0.012115
Parking	127	A	0.012115	0.012115
Parking	128	A	0.012115	0.012115
Parking	129	A	0.012115	0.012115
Parking	130	A	0.012115	0.012115
Parking	131	A	0.012115	0.012115
Parking	132	A	0.012115	0.012115
Parking	133	A	0.012115	0.012115
Parking	134	A	0.012115	0.012115
Parking	135	A	0.012115	0.012115
Parking	136	A	0.012115	0.012115
Parking	137	A	0.012115	0.012115
Parking	138	A	0.012115	0.012115
Parking	139	A	0.012115	0.012115
Parking	140	A	0.012115	0.012115
Parking	141	A	0.012115	0.012115
Parking	142	A	0.012115	0.012115
Parking	143	A	0.012115	0.012115
Parking	144	A	0.012115	0.012115
Parking	145	A	0.012115	0.012115
Parking	146	A	0.012115	0.012115
Parking	147	A	0.012115	0.012115
Parking	148	A	0.012115	0.012115
Parking	149	A	0.012115	0.012115
Parking	150	A	0.012115	0.012115

Unit Type	Unit No.	Level No.	Proportion of Common Expenses (Expressed as a Percentage)	Proportion of Common Elements (Expressed as a Percentage)
Parking	151	A	0.012115	0.012115
Parking	152	A	0.012115	0.012115
Parking	153	A	0.012115	0.012115
Parking	154	A	0.012115	0.012115
Parking	155	A	0.012115	0.012115
Parking	156	A	0.012115	0.012115
Parking	157	A	0.012115	0.012115
Parking	158	A	0.012115	0.012115
Parking	159	A	0.012115	0.012115
Parking	160	A	0.012115	0.012115
Parking	161	A	0.012115	0.012115
Parking	162	A	0.012115	0.012115
Parking	163	A	0.012115	0.012115
Parking	164	A	0.012115	0.012115
Parking	165	A	0.012115	0.012115
Parking	166	A	0.012115	0.012115
Parking	167	A	0.012115	0.012115
Parking	168	A	0.012115	0.012115
Parking	169	A	0.012115	0.012115
Parking	170	A	0.012115	0.012115
Parking	171	A	0.012115	0.012115
Parking	172	A	0.012115	0.012115
Parking	173	A	0.012115	0.012115
Parking	174	A	0.012115	0.012115
Parking	175	A	0.012115	0.012115
Parking-Bicycle Storage	176	A	0.015970	0.015970
Parking-Bicycle Storage	177	A	0.015970	0.015970
Parking-Bicycle Storage	178	A	0.015970	0.015970
Parking-Bicycle Storage	179	A	0.015970	0.015970
Parking-Bicycle Storage	180	A	0.015970	0.015970
Parking-Bicycle Storage	181	A	0.015970	0.015970
Parking-Bicycle Storage	182	A	0.015970	0.015970
Parking-Bicycle Storage	183	A	0.015970	0.015970
Parking-Bicycle Storage	184	A	0.015970	0.015970
Parking-Bicycle Storage	185	A	0.015970	0.015970
Parking	186	A	0.012115	0.012115
Parking	187	A	0.012115	0.012115
Locker	188	A	0.003855	0.003855
Locker	189	A	0.003855	0.003855
Locker	190	A	0.003855	0.003855
Locker	191	A	0.003855	0.003855
Locker	192	A	0.003855	0.003855
Locker	193	A	0.003855	0.003855
Locker	194	A	0.003855	0.003855
Locker	195	A	0.003855	0.003855
Locker	196	A	0.003855	0.003855
Locker	197	A	0.003855	0.003855
Locker	198	A	0.003855	0.003855
Locker	199	A	0.003855	0.003855
Locker	200	A	0.003855	0.003855
Locker	201	A	0.003855	0.003855
Locker	202	A	0.003855	0.003855

Unit Type	Unit No.	Level No.	Proportion of Common Expenses (Expressed as a Percentage)	Proportion of Common Elements (Expressed as a Percentage)
Locker	203	A	0.003855	0.003855
Locker	204	A	0.003855	0.003855
Locker	205	A	0.003855	0.003855
Locker	206	A	0.003855	0.003855
Locker	207	A	0.003855	0.003855
Locker	208	A	0.003855	0.003855
Locker	209	A	0.003855	0.003855
Locker	210	A	0.003855	0.003855
Locker	211	A	0.003855	0.003855
Locker	212	A	0.003855	0.003855
Locker	213	A	0.003855	0.003855
Locker	214	A	0.003855	0.003855
Locker	215	A	0.003855	0.003855
Locker	216	A	0.003855	0.003855
Locker	217	A	0.003855	0.003855
Locker	218	A	0.003855	0.003855
Locker	219	A	0.003855	0.003855
Locker	220	A	0.003855	0.003855
Locker	221	A	0.003855	0.003855
Locker	222	A	0.003855	0.003855
Locker	223	A	0.003855	0.003855
Locker	224	A	0.003855	0.003855
Locker	225	A	0.003855	0.003855
Locker	226	A	0.003855	0.003855
Locker	227	A	0.003855	0.003855
Locker	228	A	0.003855	0.003855
Locker	229	A	0.003855	0.003855
Locker	230	A	0.003855	0.003855
Locker	231	A	0.003855	0.003855
Locker	232	A	0.003855	0.003855
Locker	233	A	0.003855	0.003855
Locker	234	A	0.003855	0.003855
Locker	235	A	0.003855	0.003855
Locker	236	A	0.003855	0.003855
Locker	237	A	0.003855	0.003855
Locker	238	A	0.003855	0.003855
Locker	239	A	0.003855	0.003855
Locker	240	A	0.003855	0.003855
Locker	241	A	0.003855	0.003855
Locker	242	A	0.003855	0.003855
Locker	243	A	0.003855	0.003855
Locker	244	A	0.003855	0.003855
Locker	245	A	0.003855	0.003855
Locker	246	A	0.003855	0.003855
Locker	247	A	0.003855	0.003855
Locker	248	A	0.003855	0.003855
Locker	249	A	0.003855	0.003855
Locker	250	A	0.003855	0.003855
Locker	251	A	0.003855	0.003855
Locker	252	A	0.003855	0.003855
Locker	253	A	0.003855	0.003855
Locker	254	A	0.003855	0.003855

Unit Type	Unit No.	Level No.	Proportion of Common Expenses (Expressed as a Percentage)	Proportion of Common Elements (Expressed as a Percentage)
Locker	255	A	0.003855	0.003855
Locker	256	A	0.003855	0.003855
Locker	257	A	0.003855	0.003855
Locker	258	A	0.003855	0.003855
Locker	259	A	0.003855	0.003855
Locker	260	A	0.003855	0.003855
Locker	261	A	0.003855	0.003855
Locker	262	A	0.003855	0.003855
Locker	263	A	0.003855	0.003855
Locker	264	A	0.003855	0.003855
Locker	265	A	0.003855	0.003855
Locker	266	A	0.003855	0.003855
Locker	267	A	0.003855	0.003855
Locker	268	A	0.003855	0.003855
Locker	269	A	0.003855	0.003855
Locker	270	A	0.003855	0.003855
Locker	271	A	0.003855	0.003855
Locker	272	A	0.003855	0.003855
Locker	273	A	0.003855	0.003855
Locker	274	A	0.003855	0.003855
Locker	275	A	0.003855	0.003855
Locker	276	A	0.003855	0.003855
Locker	277	A	0.003855	0.003855
Locker	278	A	0.003855	0.003855
Locker	279	A	0.003855	0.003855
Locker	280	A	0.004406	0.004406
Locker	281	A	0.003855	0.003855
Locker	282	A	0.003855	0.003855
Locker	283	A	0.003855	0.003855
Locker	284	A	0.003855	0.003855
Locker	285	A	0.003855	0.003855
Locker	286	A	0.003855	0.003855
Locker	287	A	0.003855	0.003855
Locker	288	A	0.003855	0.003855
Locker	289	A	0.003855	0.003855
Locker	290	A	0.003855	0.003855
Locker	291	A	0.003855	0.003855
Locker	292	A	0.003855	0.003855
Locker	293	A	0.003855	0.003855
Locker	294	A	0.003855	0.003855
Locker	295	A	0.003855	0.003855
Locker	296	A	0.003855	0.003855
Locker	297	A	0.003855	0.003855
Locker	298	A	0.003855	0.003855
Locker	299	A	0.003855	0.003855
Locker	300	A	0.003855	0.003855
Locker	301	A	0.003855	0.003855
Locker	302	A	0.003855	0.003855
Locker	303	A	0.003855	0.003855
Locker	304	A	0.003855	0.003855
Locker	305	A	0.003855	0.003855
Locker	306	A	0.003855	0.003855

Unit Type	Unit No.	Level No.	Proportion of Common Expenses (Expressed as a Percentage)	Proportion of Common Elements (Expressed as a Percentage)
Locker	307	A	0.003855	0.003855
Locker	308	A	0.003855	0.003855
Locker	309	A	0.003855	0.003855
Locker	310	A	0.003855	0.003855
Locker	311	A	0.003855	0.003855
Parking-Bicycle Storage	1	B	0.015970	0.015970
Parking-Bicycle Storage	2	B	0.015970	0.015970
Parking-Bicycle Storage	3	B	0.015970	0.015970
Parking-Bicycle Storage	4	B	0.015970	0.015970
Parking-Bicycle Storage	5	B	0.015970	0.015970
Parking-Bicycle Storage	6	B	0.015970	0.015970
Parking-Bicycle Storage	7	B	0.015970	0.015970
Parking-Bicycle Storage	8	B	0.015970	0.015970
Parking-Bicycle Storage	9	B	0.015970	0.015970
Parking	10	B	0.012115	0.012115
Parking	11	B	0.012115	0.012115
Parking	12	B	0.012115	0.012115
Parking	13	B	0.012115	0.012115
Parking	14	B	0.012115	0.012115
Parking	15	B	0.012115	0.012115
Parking	16	B	0.012115	0.012115
Parking	17	B	0.012115	0.012115
Parking	18	B	0.012115	0.012115
Parking	19	B	0.012115	0.012115
Parking	20	B	0.012115	0.012115
Parking	21	B	0.012115	0.012115
Parking	22	B	0.012115	0.012115
Parking	23	B	0.012115	0.012115
Parking	24	B	0.012115	0.012115
Parking	25	B	0.012115	0.012115
Parking	26	B	0.012115	0.012115
Parking	27	B	0.012115	0.012115
Parking	28	B	0.012115	0.012115
Parking	29	B	0.012115	0.012115
Parking	30	B	0.012115	0.012115
Parking	31	B	0.012115	0.012115
Parking	32	B	0.012115	0.012115
Parking	33	B	0.012115	0.012115
Parking	34	B	0.012115	0.012115
Parking	35	B	0.012115	0.012115
Parking	36	B	0.012115	0.012115
Parking	37	B	0.012115	0.012115
Parking	38	B	0.012115	0.012115
Parking	39	B	0.012115	0.012115
Parking	40	B	0.012115	0.012115
Parking	41	B	0.012115	0.012115
Parking	42	B	0.012115	0.012115
Parking	43	B	0.012115	0.012115
Parking	44	B	0.012115	0.012115
Parking	45	B	0.012115	0.012115
Parking	46	B	0.012115	0.012115
Parking	47	B	0.012115	0.012115

Unit Type	Unit No.	Level No.	Proportion of Common Expenses (Expressed as a Percentage)	Proportion of Common Elements (Expressed as a Percentage)
Parking	48	B	0.012115	0.012115
Parking	49	B	0.012115	0.012115
Parking	50	B	0.012115	0.012115
Parking	51	B	0.012115	0.012115
Parking	52	B	0.012115	0.012115
Parking	53	B	0.012115	0.012115
Parking	54	B	0.012115	0.012115
Parking	55	B	0.012115	0.012115
Parking	56	B	0.012115	0.012115
Parking	57	B	0.012115	0.012115
Parking	58	B	0.012115	0.012115
Parking	59	B	0.012115	0.012115
Parking	60	B	0.012115	0.012115
Parking	61	B	0.012115	0.012115
Parking	62	B	0.012115	0.012115
Parking	63	B	0.012115	0.012115
Parking	64	B	0.012115	0.012115
Parking	65	B	0.012115	0.012115
Parking	66	B	0.012115	0.012115
Parking	67	B	0.012115	0.012115
Parking	68	B	0.012115	0.012115
Parking	69	B	0.012115	0.012115
Parking	70	B	0.012115	0.012115
Parking	71	B	0.012115	0.012115
Parking	72	B	0.012115	0.012115
Parking	73	B	0.012115	0.012115
Parking	74	B	0.012115	0.012115
Parking	75	B	0.012115	0.012115
Parking	76	B	0.012115	0.012115
Parking	77	B	0.012115	0.012115
Parking	78	B	0.012115	0.012115
Parking	79	B	0.012115	0.012115
Parking	80	B	0.012115	0.012115
Parking	81	B	0.012115	0.012115
Parking	82	B	0.012115	0.012115
Parking	83	B	0.012115	0.012115
Parking	84	B	0.012115	0.012115
Parking	85	B	0.012115	0.012115
Parking	86	B	0.012115	0.012115
Parking	87	B	0.012115	0.012115
Parking	88	B	0.012115	0.012115
Parking	89	B	0.012115	0.012115
Parking	90	B	0.012115	0.012115
Parking	91	B	0.012115	0.012115
Parking	92	B	0.012115	0.012115
Parking	93	B	0.012115	0.012115
Parking	94	B	0.012115	0.012115
Parking	95	B	0.012115	0.012115
Parking	96	B	0.012115	0.012115
Parking	97	B	0.012115	0.012115
Parking	98	B	0.012115	0.012115
Parking	99	B	0.012115	0.012115

Unit Type	Unit No.	Level No.	Proportion of Common Expenses (Expressed as a Percentage)	Proportion of Common Elements (Expressed as a Percentage)
Parking	100	B	0.012115	0.012115
Parking	101	B	0.012115	0.012115
Parking	102	B	0.012115	0.012115
Parking	103	B	0.012115	0.012115
Parking	104	B	0.012115	0.012115
Parking	105	B	0.012115	0.012115
Parking	106	B	0.012115	0.012115
Parking	107	B	0.012115	0.012115
Parking	108	B	0.012115	0.012115
Parking	109	B	0.012115	0.012115
Parking	110	B	0.012115	0.012115
Parking	111	B	0.012115	0.012115
Parking	112	B	0.012115	0.012115
Parking	113	B	0.012115	0.012115
Parking	114	B	0.012115	0.012115
Parking	115	B	0.012115	0.012115
Parking	116	B	0.012115	0.012115
Parking	117	B	0.012115	0.012115
Parking	118	B	0.012115	0.012115
Parking	119	B	0.012115	0.012115
Parking	120	B	0.012115	0.012115
Parking	121	B	0.012115	0.012115
Parking	122	B	0.012115	0.012115
Parking	123	B	0.012115	0.012115
Parking	124	B	0.012115	0.012115
Parking	125	B	0.012115	0.012115
Parking-Bicycle Storage	126	B	0.015970	0.015970
Locker	127	B	0.003855	0.003855
Locker	128	B	0.003855	0.003855
Locker	129	B	0.003855	0.003855
Locker	130	B	0.003855	0.003855
Locker	131	B	0.003855	0.003855
Locker	132	B	0.003855	0.003855
Locker	133	B	0.003855	0.003855
Locker	134	B	0.003855	0.003855
Locker	135	B	0.003855	0.003855
Locker	136	B	0.003855	0.003855
Locker	137	B	0.003855	0.003855
Locker	138	B	0.003855	0.003855
Locker	139	B	0.003855	0.003855
Locker	140	B	0.003855	0.003855
Locker	141	B	0.003855	0.003855
Locker	142	B	0.003855	0.003855
Locker	143	B	0.003855	0.003855
Locker	144	B	0.003855	0.003855
Locker	145	B	0.003855	0.003855
Locker	146	B	0.003855	0.003855
Locker	147	B	0.003855	0.003855
Locker	148	B	0.003855	0.003855
Locker	149	B	0.003855	0.003855
Locker	150	B	0.003855	0.003855
Locker	151	B	0.003855	0.003855

Unit Type	Unit No.	Level No.	Proportion of Common Expenses (Expressed as a Percentage)	Proportion of Common Elements (Expressed as a Percentage)
Locker	152	B	0.003855	0.003855
Locker	153	B	0.003855	0.003855
Locker	154	B	0.003855	0.003855
Locker	155	B	0.003855	0.003855
Locker	156	B	0.003855	0.003855
Locker	157	B	0.003855	0.003855
Locker	158	B	0.003855	0.003855
Locker	159	B	0.003855	0.003855
Locker	160	B	0.003855	0.003855
Locker	161	B	0.003855	0.003855
Locker	162	B	0.003855	0.003855
Locker	163	B	0.003855	0.003855
Locker	164	B	0.003855	0.003855
Locker	165	B	0.003855	0.003855
Locker	166	B	0.003855	0.003855
Locker	167	B	0.003855	0.003855
Locker	168	B	0.003855	0.003855
Locker	169	B	0.003855	0.003855
Locker	170	B	0.003855	0.003855
Locker	171	B	0.003855	0.003855
Locker	172	B	0.003855	0.003855
Locker	173	B	0.003855	0.003855
Locker	174	B	0.003855	0.003855
Locker	175	B	0.003855	0.003855
Locker	176	B	0.003855	0.003855
Locker	177	B	0.003855	0.003855
Locker	178	B	0.003855	0.003855
Locker	179	B	0.003855	0.003855
Locker	180	B	0.003855	0.003855
Locker	181	B	0.003855	0.003855
Locker	182	B	0.003855	0.003855
Locker	183	B	0.003855	0.003855
Locker	184	B	0.003855	0.003855
Locker	185	B	0.003855	0.003855
Locker	186	B	0.003855	0.003855
Locker	187	B	0.003855	0.003855
Locker	188	B	0.003855	0.003855
Locker	189	B	0.003855	0.003855
Locker	190	B	0.003855	0.003855
Locker	191	B	0.003855	0.003855
Locker	192	B	0.003855	0.003855
Locker	193	B	0.003855	0.003855
Locker	194	B	0.003855	0.003855
Locker	195	B	0.003855	0.003855
Locker	196	B	0.003855	0.003855
Locker	197	B	0.003855	0.003855
Locker	198	B	0.003855	0.003855
Locker	199	B	0.003855	0.003855
Locker	200	B	0.003855	0.003855
Locker	201	B	0.003855	0.003855
Locker	202	B	0.003855	0.003855
Locker	203	B	0.003855	0.003855

Unit Type	Unit No.	Level No.	Proportion of Common Expenses (Expressed as a Percentage)	Proportion of Common Elements (Expressed as a Percentage)
Locker	204	B	0.003855	0.003855
Locker	205	B	0.003855	0.003855
Locker	206	B	0.003855	0.003855
Locker	207	B	0.003855	0.003855
Locker	208	B	0.003855	0.003855
Locker	209	B	0.003855	0.003855
Locker	210	B	0.003855	0.003855
Locker	211	B	0.003855	0.003855
Locker	212	B	0.003855	0.003855
Locker	213	B	0.003855	0.003855
Locker	214	B	0.003855	0.003855
Locker	215	B	0.003855	0.003855
Locker	216	B	0.003855	0.003855
Locker	217	B	0.003855	0.003855
Locker	218	B	0.003855	0.003855
Locker	219	B	0.003855	0.003855
Locker	220	B	0.003855	0.003855
Locker	221	B	0.003855	0.003855
Locker	222	B	0.003855	0.003855
Locker	223	B	0.003855	0.003855
Locker	224	B	0.003855	0.003855
Locker	225	B	0.003855	0.003855
Locker	226	B	0.003855	0.003855
Locker	227	B	0.003855	0.003855
Locker	228	B	0.003855	0.003855
Locker	229	B	0.003855	0.003855
Locker	230	B	0.003855	0.003855
Locker	231	B	0.003855	0.003855
Locker	232	B	0.003855	0.003855
Locker	233	B	0.003855	0.003855
Locker	234	B	0.003855	0.003855
Locker	235	B	0.003855	0.003855
Locker	236	B	0.003855	0.003855
Locker	237	B	0.003855	0.003855
Locker	238	B	0.003855	0.003855
Locker	239	B	0.003855	0.003855
Locker	240	B	0.003855	0.003855
Locker	241	B	0.003855	0.003855
Locker	242	B	0.003855	0.003855
Locker	243	B	0.003855	0.003855
Locker	244	B	0.003855	0.003855
Locker	245	B	0.003855	0.003855
Locker	246	B	0.003855	0.003855
Locker	247	B	0.003855	0.003855
Locker	248	B	0.003855	0.003855
Locker	249	B	0.003855	0.003855
Locker	250	B	0.003855	0.003855
Locker	251	B	0.003855	0.003855
Locker	252	B	0.003855	0.003855
Locker	253	B	0.003855	0.003855
Locker	254	B	0.003855	0.003855
Locker	255	B	0.003855	0.003855

Unit Type	Unit No.	Level No.	Proportion of Common Expenses (Expressed as a Percentage)	Proportion of Common Elements (Expressed as a Percentage)
Locker	256	B	0.003855	0.003855
Locker	257	B	0.003855	0.003855
Locker	258	B	0.003855	0.003855
Locker	259	B	0.003855	0.003855
Locker	260	B	0.003855	0.003855
Locker	261	B	0.003855	0.003855
Locker	262	B	0.003855	0.003855
Locker	263	B	0.003855	0.003855
Locker	264	B	0.003855	0.003855
Locker	265	B	0.003855	0.003855
Locker	266	B	0.003855	0.003855
Locker	267	B	0.003855	0.003855
Locker	268	B	0.003855	0.003855
Locker	269	B	0.003855	0.003855
Locker	270	B	0.003855	0.003855
Locker	271	B	0.003855	0.003855
Locker	272	B	0.003855	0.003855
Locker	273	B	0.003855	0.003855
Locker	274	B	0.003855	0.003855
Locker	275	B	0.003855	0.003855
Locker	276	B	0.003855	0.003855
Locker	277	B	0.003855	0.003855
Locker	278	B	0.003855	0.003855
Locker	279	B	0.003855	0.003855
Locker	280	B	0.003855	0.003855
Locker	281	B	0.003855	0.003855
Locker	282	B	0.003855	0.003855
Locker	283	B	0.003855	0.003855
Locker	284	B	0.003855	0.003855
Locker	285	B	0.003855	0.003855
Locker	286	B	0.003855	0.003855
Locker	287	B	0.003855	0.003855
Locker	288	B	0.003855	0.003855
Locker	289	B	0.003855	0.003855
Locker	290	B	0.003855	0.003855
Locker	291	B	0.003855	0.003855
Locker	292	B	0.003855	0.003855
Locker	293	B	0.003855	0.003855
Locker	294	B	0.003855	0.003855
Locker	295	B	0.003855	0.003855
Locker	296	B	0.003855	0.003855
Locker	297	B	0.003855	0.003855
Locker	298	B	0.003855	0.003855
Locker	299	B	0.003855	0.003855
Locker	300	B	0.003855	0.003855
Locker	301	B	0.003855	0.003855
Locker	302	B	0.003855	0.003855
Locker	303	B	0.003855	0.003855
Locker	304	B	0.003855	0.003855
Locker	305	B	0.003855	0.003855
Locker	306	B	0.003855	0.003855
Locker	307	B	0.003855	0.003855

Unit Type	Unit No.	Level No.	Proportion of Common Expenses (Expressed as a Percentage)	Proportion of Common Elements (Expressed as a Percentage)
Locker	308	B	0.003855	0.003855
Locker	309	B	0.003855	0.003855
Locker	310	B	0.003855	0.003855
Locker	311	B	0.003855	0.003855
Dwelling	1	1	0.096233	0.090908
Dwelling	2	1	0.095278	0.089951
Dwelling	3	1	0.164206	0.155023
Dwelling	4	1	0.130601	0.123444
Dwelling	5	1	0.195520	0.184688
Dwelling	6	1	0.130601	0.123444
Dwelling	7	1	0.210795	0.199042
Dwelling	8	1	0.130601	0.123444
Dwelling	9	1	0.179291	0.169377
Dwelling	10	1	0.110362	0.104305
Dwelling	11	1	0.130601	0.123444
Dwelling	12	1	0.109407	0.103348
Dwelling	13	1	0.110362	0.104305
Dwelling	14	1	0.100242	0.094736
Parking	15	1	0.012115	0.012115
Dwelling	1	2	0.105016	0.105262
Dwelling	2	2	0.227216	0.227749
Dwelling	3	2	0.094514	0.094736
Dwelling	4	2	0.120291	0.120573
Dwelling	5	2	0.089741	0.089951
Dwelling	6	2	0.154660	0.155023
Dwelling	7	2	0.123155	0.123444
Dwelling	8	2	0.184255	0.184688
Dwelling	9	2	0.123155	0.123444
Dwelling	10	2	0.127928	0.128229
Dwelling	11	2	0.127928	0.128229
Dwelling	12	2	0.123155	0.123444
Dwelling	13	2	0.193802	0.194257
Dwelling	14	2	0.168980	0.169377
Dwelling	15	2	0.104061	0.104305
Dwelling	16	2	0.123155	0.123444
Dwelling	17	2	0.091650	0.091865
Dwelling	18	2	0.129838	0.130143
Dwelling	19	2	0.168025	0.168420
Dwelling	20	2	0.118381	0.118659
Dwelling	21	2	0.189983	0.190429
Dwelling	22	2	0.150841	0.151195
Dwelling	23	2	0.104061	0.104305
Dwelling	24	2	0.094514	0.094736
Parking	25	2	0.012115	0.012115
Parking	26	2	0.012115	0.012115
Parking	27	2	0.012115	0.012115
Parking	28	2	0.012115	0.012115
Parking	29	2	0.012115	0.012115
Parking	30	2	0.012115	0.012115
Parking	31	2	0.012115	0.012115
Parking	32	2	0.012115	0.012115
Parking	33	2	0.012115	0.012115

Unit Type	Unit No.	Level No.	Proportion of Common Expenses (Expressed as a Percentage)	Proportion of Common Elements (Expressed as a Percentage)
Parking	34	2	0.012115	0.012115
Parking	35	2	0.012115	0.012115
Parking	36	2	0.012115	0.012115
Parking	37	2	0.012115	0.012115
Parking	38	2	0.012115	0.012115
Parking	39	2	0.012115	0.012115
Parking	40	2	0.012115	0.012115
Parking	41	2	0.012115	0.012115
Parking	42	2	0.012115	0.012115
Parking	43	2	0.012115	0.012115
Parking	44	2	0.012115	0.012115
Parking	45	2	0.012115	0.012115
Parking	46	2	0.012115	0.012115
Parking	47	2	0.012115	0.012115
Parking	48	2	0.012115	0.012115
Parking	49	2	0.012115	0.012115
Parking	50	2	0.012115	0.012115
Parking	51	2	0.012115	0.012115
Parking	52	2	0.012115	0.012115
Parking	53	2	0.012115	0.012115
Parking	54	2	0.012115	0.012115
Parking	55	2	0.012115	0.012115
Parking	56	2	0.012115	0.012115
Parking	57	2	0.012115	0.012115
Parking	58	2	0.012115	0.012115
Parking	59	2	0.012115	0.012115
Parking	60	2	0.012115	0.012115
Parking	61	2	0.012115	0.012115
Parking	62	2	0.012115	0.012115
Parking	63	2	0.012115	0.012115
Locker	64	2	0.003855	0.003855
Locker	65	2	0.003855	0.003855
Locker	66	2	0.003855	0.003855
Locker	67	2	0.003855	0.003855
Locker	68	2	0.003855	0.003855
Locker	69	2	0.003855	0.003855
Locker	70	2	0.003855	0.003855
Locker	71	2	0.003855	0.003855
Locker	72	2	0.003855	0.003855
Locker	73	2	0.003855	0.003855
Locker	74	2	0.003855	0.003855
Locker	75	2	0.004406	0.004406
Locker	76	2	0.003855	0.003855
Locker	77	2	0.003855	0.003855
Locker	78	2	0.003855	0.003855
Locker	79	2	0.003855	0.003855
Locker	80	2	0.003855	0.003855
Locker	81	2	0.003855	0.003855
Locker	82	2	0.003855	0.003855
Locker	83	2	0.003855	0.003855
Locker	84	2	0.003855	0.003855
Locker	85	2	0.003855	0.003855

Unit Type	Unit No.	Level No.	Proportion of Common Expenses (Expressed as a Percentage)	Proportion of Common Elements (Expressed as a Percentage)
Locker	86	2	0.003855	0.003855
Locker	87	2	0.003855	0.003855
Locker	88	2	0.003855	0.003855
Locker	89	2	0.003855	0.003855
Locker	90	2	0.003855	0.003855
Locker	91	2	0.003855	0.003855
Locker	92	2	0.003855	0.003855
Locker	93	2	0.003855	0.003855
Locker	94	2	0.003855	0.003855
Locker	95	2	0.003855	0.003855
Locker	96	2	0.003855	0.003855
Locker	97	2	0.003855	0.003855
Locker	98	2	0.003855	0.003855
Locker	99	2	0.003855	0.003855
Locker	100	2	0.003855	0.003855
Locker	101	2	0.003855	0.003855
Locker	102	2	0.003855	0.003855
Locker	103	2	0.003855	0.003855
Locker	104	2	0.003855	0.003855
Locker	105	2	0.003855	0.003855
Locker	106	2	0.003855	0.003855
Locker	107	2	0.003855	0.003855
Locker	108	2	0.003855	0.003855
Locker	109	2	0.003855	0.003855
Locker	110	2	0.003855	0.003855
Locker	111	2	0.003855	0.003855
Locker	112	2	0.003855	0.003855
Locker	113	2	0.003855	0.003855
Locker	114	2	0.003855	0.003855
Locker	115	2	0.003855	0.003855
Locker	116	2	0.003855	0.003855
Dwelling	1	3	0.105016	0.105262
Dwelling	2	3	0.198575	0.199042
Dwelling	3	3	0.123155	0.123444
Dwelling	4	3	0.120291	0.120573
Dwelling	5	3	0.089741	0.089951
Dwelling	6	3	0.154660	0.155023
Dwelling	7	3	0.123155	0.123444
Dwelling	8	3	0.184255	0.184688
Dwelling	9	3	0.123155	0.123444
Dwelling	10	3	0.127928	0.128229
Dwelling	11	3	0.127928	0.128229
Dwelling	12	3	0.123155	0.123444
Dwelling	13	3	0.193802	0.194257
Dwelling	14	3	0.168980	0.169377
Dwelling	15	3	0.104061	0.104305
Dwelling	16	3	0.123155	0.123444
Dwelling	17	3	0.091650	0.091865
Dwelling	18	3	0.129838	0.130143
Dwelling	19	3	0.168025	0.168420
Dwelling	20	3	0.118381	0.118659
Dwelling	21	3	0.189983	0.190429

Unit Type	Unit No.	Level No.	Proportion of Common Expenses (Expressed as a Percentage)	Proportion of Common Elements (Expressed as a Percentage)
Dwelling	22	3	0.150841	0.151195
Dwelling	23	3	0.104061	0.104305
Dwelling	24	3	0.094514	0.094736
Parking	25	3	0.012115	0.012115
Parking	26	3	0.012115	0.012115
Parking	27	3	0.012115	0.012115
Parking	28	3	0.012115	0.012115
Parking	29	3	0.012115	0.012115
Parking-Bicycle Storage	30	3	0.015970	0.015970
Parking-Bicycle Storage	31	3	0.015970	0.015970
Parking-Bicycle Storage	32	3	0.015970	0.015970
Parking-Bicycle Storage	33	3	0.015970	0.015970
Parking-Bicycle Storage	34	3	0.015970	0.015970
Parking-Bicycle Storage	35	3	0.015970	0.015970
Parking-Bicycle Storage	36	3	0.015970	0.015970
Parking-Bicycle Storage	37	3	0.015970	0.015970
Parking-Bicycle Storage	38	3	0.015970	0.015970
Parking-Bicycle Storage	39	3	0.015970	0.015970
Parking-Bicycle Storage	40	3	0.015970	0.015970
Parking-Bicycle Storage	41	3	0.015970	0.015970
Parking-Bicycle Storage	42	3	0.015970	0.015970
Parking-Bicycle Storage	43	3	0.015970	0.015970
Parking-Bicycle Storage	44	3	0.015970	0.015970
Parking-Bicycle Storage	45	3	0.015970	0.015970
Parking	46	3	0.012115	0.012115
Parking	47	3	0.012115	0.012115
Parking	48	3	0.012115	0.012115
Parking	49	3	0.012115	0.012115
Parking	50	3	0.012115	0.012115
Parking	51	3	0.012115	0.012115
Parking	52	3	0.012115	0.012115
Parking	53	3	0.012115	0.012115
Parking	54	3	0.012115	0.012115
Parking	55	3	0.012115	0.012115
Parking	56	3	0.012115	0.012115
Parking	57	3	0.012115	0.012115
Parking	58	3	0.012115	0.012115
Parking	59	3	0.012115	0.012115
Parking	60	3	0.012115	0.012115
Parking	61	3	0.012115	0.012115
Parking	62	3	0.012115	0.012115
Parking	63	3	0.012115	0.012115
Parking	64	3	0.012115	0.012115
Parking	65	3	0.012115	0.012115
Parking	66	3	0.012115	0.012115
Parking	67	3	0.012115	0.012115
Parking	68	3	0.012115	0.012115
Parking	69	3	0.012115	0.012115
Parking	70	3	0.012115	0.012115
Parking	71	3	0.012115	0.012115
Parking	72	3	0.012115	0.012115
Parking	73	3	0.012115	0.012115

Unit Type	Unit No.	Level No.	Proportion of Common Expenses (Expressed as a Percentage)	Proportion of Common Elements (Expressed as a Percentage)
Parking	74	3	0.012115	0.012115
Parking	75	3	0.012115	0.012115
Parking	76	3	0.012115	0.012115
Parking	77	3	0.012115	0.012115
Parking	78	3	0.012115	0.012115
Parking	79	3	0.012115	0.012115
Parking	80	3	0.012115	0.012115
Parking	81	3	0.012115	0.012115
Parking	82	3	0.012115	0.012115
Parking	83	3	0.012115	0.012115
Parking	84	3	0.012115	0.012115
Parking	85	3	0.012115	0.012115
Parking	86	3	0.012115	0.012115
Parking	87	3	0.012115	0.012115
Parking	88	3	0.012115	0.012115
Parking	89	3	0.012115	0.012115
Parking	90	3	0.012115	0.012115
Parking	91	3	0.012115	0.012115
Parking	92	3	0.012115	0.012115
Parking	93	3	0.012115	0.012115
Parking	94	3	0.012115	0.012115
Parking	95	3	0.012115	0.012115
Parking	96	3	0.012115	0.012115
Parking	97	3	0.012115	0.012115
Parking	98	3	0.012115	0.012115
Parking	99	3	0.012115	0.012115
Parking	100	3	0.012115	0.012115
Parking	101	3	0.012115	0.012115
Parking	102	3	0.012115	0.012115
Parking	103	3	0.012115	0.012115
Parking	104	3	0.012115	0.012115
Parking	105	3	0.012115	0.012115
Parking	106	3	0.012115	0.012115
Locker	107	3	0.003855	0.003855
Locker	108	3	0.003855	0.003855
Locker	109	3	0.003855	0.003855
Locker	110	3	0.003855	0.003855
Locker	111	3	0.003855	0.003855
Locker	112	3	0.003855	0.003855
Locker	113	3	0.003855	0.003855
Locker	114	3	0.003855	0.003855
Locker	115	3	0.003855	0.003855
Locker	116	3	0.003855	0.003855
Locker	117	3	0.003855	0.003855
Locker	118	3	0.003855	0.003855
Locker	119	3	0.004406	0.004406
Locker	120	3	0.003855	0.003855
Locker	121	3	0.003855	0.003855
Locker	122	3	0.003855	0.003855
Locker	123	3	0.003855	0.003855
Locker	124	3	0.003855	0.003855
Locker	125	3	0.003855	0.003855

Unit Type	Unit No.	Level No.	Proportion of Common Expenses (Expressed as a Percentage)	Proportion of Common Elements (Expressed as a Percentage)
Locker	126	3	0.003855	0.003855
Locker	127	3	0.003855	0.003855
Locker	128	3	0.003855	0.003855
Locker	129	3	0.003855	0.003855
Locker	130	3	0.003855	0.003855
Locker	131	3	0.003855	0.003855
Locker	132	3	0.003855	0.003855
Locker	133	3	0.003855	0.003855
Locker	134	3	0.003855	0.003855
Locker	135	3	0.003855	0.003855
Locker	136	3	0.003855	0.003855
Locker	137	3	0.003855	0.003855
Locker	138	3	0.003855	0.003855
Locker	139	3	0.003855	0.003855
Locker	140	3	0.003855	0.003855
Locker	141	3	0.003855	0.003855
Locker	142	3	0.003855	0.003855
Locker	143	3	0.003855	0.003855
Locker	144	3	0.003855	0.003855
Locker	145	3	0.003855	0.003855
Locker	146	3	0.003855	0.003855
Locker	147	3	0.003855	0.003855
Locker	148	3	0.003855	0.003855
Dwelling	1	4	0.123919	0.113875
Dwelling	2	4	0.134420	0.123444
Dwelling	3	4	0.177190	0.162678
Dwelling	4	4	0.126974	0.116746
Dwelling	5	4	0.157333	0.144497
Dwelling	6	4	0.094705	0.087081
Dwelling	7	4	0.095851	0.088038
Dwelling	8	4	0.157333	0.144497
Dwelling	9	4	0.188456	0.173204
Dwelling	10	4	0.105016	0.105262
Dwelling	11	4	0.204303	0.187558
Dwelling	12	4	0.126019	0.115789
Dwelling	13	4	0.131174	0.120573
Dwelling	14	4	0.097760	0.089951
Dwelling	15	4	0.168789	0.155023
Dwelling	16	4	0.134420	0.123444
Dwelling	17	4	0.164206	0.164592
Dwelling	18	4	0.123155	0.123444
Dwelling	19	4	0.127928	0.128229
Dwelling	20	4	0.127928	0.128229
Dwelling	21	4	0.123155	0.123444
Dwelling	22	4	0.183300	0.183731
Dwelling	23	4	0.119909	0.110047
Dwelling	24	4	0.198002	0.181817
Dwelling	25	4	0.157333	0.144497
Dwelling	26	4	0.208122	0.191386
Dwelling	27	4	0.119909	0.110047
Dwelling	28	4	0.138430	0.127272
Dwelling	29	4	0.161342	0.148324

Unit Type	Unit No.	Level No.	Proportion of Common Expenses (Expressed as a Percentage)	Proportion of Common Elements (Expressed as a Percentage)
Dwelling	30	4	0.185210	0.170334
Dwelling	31	4	0.188456	0.173204
Dwelling	32	4	0.105016	0.105262
Dwelling	33	4	0.210604	0.193300
Dwelling	34	4	0.135375	0.124401
Dwelling	35	4	0.119909	0.110047
Dwelling	36	4	0.105207	0.096650
Dwelling	37	4	0.109216	0.100478
Dwelling	38	4	0.128119	0.117702
Dwelling	39	4	0.222061	0.203826
Dwelling	40	4	0.210604	0.193300
Dwelling	41	4	0.214805	0.197128
Dwelling	1	5	0.113608	0.113875
Dwelling	2	5	0.123155	0.123444
Dwelling	3	5	0.162297	0.162678
Dwelling	4	5	0.116472	0.116746
Dwelling	5	5	0.144158	0.144497
Dwelling	6	5	0.086877	0.087081
Dwelling	7	5	0.087831	0.088038
Dwelling	8	5	0.144158	0.144497
Dwelling	9	5	0.172799	0.173204
Dwelling	10	5	0.105016	0.105262
Dwelling	11	5	0.187119	0.187558
Dwelling	12	5	0.123155	0.123444
Dwelling	13	5	0.120291	0.120573
Dwelling	14	5	0.089741	0.089951
Dwelling	15	5	0.154660	0.155023
Dwelling	16	5	0.123155	0.123444
Dwelling	17	5	0.164206	0.164592
Dwelling	18	5	0.123155	0.123444
Dwelling	19	5	0.127928	0.128229
Dwelling	20	5	0.127928	0.128229
Dwelling	21	5	0.123155	0.123444
Dwelling	22	5	0.183300	0.183731
Dwelling	23	5	0.109789	0.110047
Dwelling	24	5	0.181391	0.181817
Dwelling	25	5	0.144158	0.144497
Dwelling	26	5	0.113608	0.113875
Dwelling	27	5	0.190938	0.191386
Dwelling	28	5	0.109789	0.110047
Dwelling	29	5	0.126974	0.127272
Dwelling	30	5	0.147977	0.148324
Dwelling	31	5	0.093559	0.093779
Dwelling	32	5	0.169935	0.170334
Dwelling	33	5	0.172799	0.173204
Dwelling	34	5	0.105016	0.105262
Dwelling	35	5	0.192847	0.193300
Dwelling	36	5	0.124110	0.124401
Dwelling	37	5	0.109789	0.110047
Dwelling	38	5	0.096424	0.096650
Dwelling	39	5	0.100242	0.100478
Dwelling	40	5	0.149886	0.150238

Unit Type	Unit No.	Level No.	Proportion of Common Expenses (Expressed as a Percentage)	Proportion of Common Elements (Expressed as a Percentage)
Dwelling	41	5	0.170889	0.171291
Dwelling	42	5	0.192847	0.193300
Dwelling	43	5	0.196666	0.197128
Dwelling	1	6	0.113608	0.113875
Dwelling	2	6	0.123155	0.123444
Dwelling	3	6	0.162297	0.162678
Dwelling	4	6	0.116472	0.116746
Dwelling	5	6	0.144158	0.144497
Dwelling	6	6	0.086877	0.087081
Dwelling	7	6	0.087831	0.088038
Dwelling	8	6	0.144158	0.144497
Dwelling	9	6	0.172799	0.173204
Dwelling	10	6	0.105016	0.105262
Dwelling	11	6	0.187119	0.187558
Dwelling	12	6	0.123155	0.123444
Dwelling	13	6	0.120291	0.120573
Dwelling	14	6	0.089741	0.089951
Dwelling	15	6	0.154660	0.155023
Dwelling	16	6	0.123155	0.123444
Dwelling	17	6	0.164206	0.164592
Dwelling	18	6	0.123155	0.123444
Dwelling	19	6	0.127928	0.128229
Dwelling	20	6	0.127928	0.128229
Dwelling	21	6	0.123155	0.123444
Dwelling	22	6	0.183300	0.183731
Dwelling	23	6	0.109789	0.110047
Dwelling	24	6	0.181391	0.181817
Dwelling	25	6	0.144158	0.144497
Dwelling	26	6	0.113608	0.113875
Dwelling	27	6	0.190938	0.191386
Dwelling	28	6	0.109789	0.110047
Dwelling	29	6	0.126974	0.127272
Dwelling	30	6	0.147977	0.148324
Dwelling	31	6	0.093559	0.093779
Dwelling	32	6	0.169935	0.170334
Dwelling	33	6	0.172799	0.173204
Dwelling	34	6	0.105016	0.105262
Dwelling	35	6	0.192847	0.193300
Dwelling	36	6	0.124110	0.124401
Dwelling	37	6	0.109789	0.110047
Dwelling	38	6	0.096424	0.096650
Dwelling	39	6	0.100242	0.100478
Dwelling	40	6	0.149886	0.150238
Dwelling	41	6	0.170889	0.171291
Dwelling	42	6	0.192847	0.193300
Dwelling	43	6	0.196666	0.197128
Dwelling	1	7	0.113608	0.113875
Dwelling	2	7	0.123155	0.123444
Dwelling	3	7	0.162297	0.162678
Dwelling	4	7	0.116472	0.116746
Dwelling	5	7	0.144158	0.144497
Dwelling	6	7	0.086877	0.087081

Unit Type	Unit No.	Level No.	Proportion of Common Expenses (Expressed as a Percentage)	Proportion of Common Elements (Expressed as a Percentage)
Dwelling	7	7	0.087831	0.088038
Dwelling	8	7	0.144158	0.144497
Dwelling	9	7	0.172799	0.173204
Dwelling	10	7	0.105016	0.105262
Dwelling	11	7	0.187119	0.187558
Dwelling	12	7	0.123155	0.123444
Dwelling	13	7	0.120291	0.120573
Dwelling	14	7	0.089741	0.089951
Dwelling	15	7	0.154660	0.155023
Dwelling	16	7	0.123155	0.123444
Dwelling	17	7	0.164206	0.164592
Dwelling	18	7	0.123155	0.123444
Dwelling	19	7	0.127928	0.128229
Dwelling	20	7	0.127928	0.128229
Dwelling	21	7	0.123155	0.123444
Dwelling	22	7	0.183300	0.183731
Dwelling	23	7	0.109789	0.110047
Dwelling	24	7	0.181391	0.181817
Dwelling	25	7	0.144158	0.144497
Dwelling	26	7	0.113608	0.113875
Dwelling	27	7	0.190938	0.191386
Dwelling	28	7	0.109789	0.110047
Dwelling	29	7	0.126974	0.127272
Dwelling	30	7	0.147977	0.148324
Dwelling	31	7	0.093559	0.093779
Dwelling	32	7	0.169935	0.170334
Dwelling	33	7	0.172799	0.173204
Dwelling	34	7	0.105016	0.105262
Dwelling	35	7	0.192847	0.193300
Dwelling	36	7	0.124110	0.124401
Dwelling	37	7	0.109789	0.110047
Dwelling	38	7	0.096424	0.096650
Dwelling	39	7	0.100242	0.100478
Dwelling	40	7	0.149886	0.150238
Dwelling	41	7	0.170889	0.171291
Dwelling	42	7	0.192847	0.193300
Dwelling	43	7	0.196666	0.197128
Dwelling	1	8	0.113608	0.113875
Dwelling	2	8	0.123155	0.123444
Dwelling	3	8	0.162297	0.162678
Dwelling	4	8	0.116472	0.116746
Dwelling	5	8	0.144158	0.144497
Dwelling	6	8	0.086877	0.087081
Dwelling	7	8	0.087831	0.088038
Dwelling	8	8	0.144158	0.144497
Dwelling	9	8	0.172799	0.173204
Dwelling	10	8	0.105016	0.105262
Dwelling	11	8	0.187119	0.187558
Dwelling	12	8	0.123155	0.123444
Dwelling	13	8	0.120291	0.120573
Dwelling	14	8	0.089741	0.089951
Dwelling	15	8	0.154660	0.155023

Unit Type	Unit No.	Level No.	Proportion of Common Expenses (Expressed as a Percentage)	Proportion of Common Elements (Expressed as a Percentage)
Dwelling	16	8	0.123155	0.123444
Dwelling	17	8	0.164206	0.164592
Dwelling	18	8	0.123155	0.123444
Dwelling	19	8	0.127928	0.128229
Dwelling	20	8	0.127928	0.128229
Dwelling	21	8	0.123155	0.123444
Dwelling	22	8	0.183300	0.183731
Dwelling	23	8	0.109789	0.110047
Dwelling	24	8	0.181391	0.181817
Dwelling	25	8	0.144158	0.144497
Dwelling	26	8	0.113608	0.113875
Dwelling	27	8	0.190938	0.191386
Dwelling	28	8	0.109789	0.110047
Dwelling	29	8	0.126974	0.127272
Dwelling	30	8	0.147977	0.148324
Dwelling	31	8	0.093559	0.093779
Dwelling	32	8	0.169935	0.170334
Dwelling	33	8	0.172799	0.173204
Dwelling	34	8	0.105016	0.105262
Dwelling	35	8	0.192847	0.193300
Dwelling	36	8	0.124110	0.124401
Dwelling	37	8	0.109789	0.110047
Dwelling	38	8	0.096424	0.096650
Dwelling	39	8	0.100242	0.100478
Dwelling	40	8	0.149886	0.150238
Dwelling	41	8	0.170889	0.171291
Dwelling	42	8	0.192847	0.193300
Dwelling	43	8	0.196666	0.197128
Dwelling	1	9	0.113608	0.113875
Dwelling	2	9	0.123155	0.123444
Dwelling	3	9	0.162297	0.162678
Dwelling	4	9	0.116472	0.116746
Dwelling	5	9	0.144158	0.144497
Dwelling	6	9	0.086877	0.087081
Dwelling	7	9	0.087831	0.088038
Dwelling	8	9	0.144158	0.144497
Dwelling	9	9	0.172799	0.173204
Dwelling	10	9	0.105016	0.105262
Dwelling	11	9	0.187119	0.187558
Dwelling	12	9	0.123155	0.123444
Dwelling	13	9	0.120291	0.120573
Dwelling	14	9	0.089741	0.089951
Dwelling	15	9	0.154660	0.155023
Dwelling	16	9	0.123155	0.123444
Dwelling	17	9	0.164206	0.164592
Dwelling	18	9	0.123155	0.123444
Dwelling	19	9	0.127928	0.128229
Dwelling	20	9	0.127928	0.128229
Dwelling	21	9	0.123155	0.123444
Dwelling	22	9	0.183300	0.183731
Dwelling	23	9	0.109789	0.110047
Dwelling	24	9	0.181391	0.181817

Unit Type	Unit No.	Level No.	Proportion of Common Expenses (Expressed as a Percentage)	Proportion of Common Elements (Expressed as a Percentage)
Dwelling	25	9	0.144158	0.144497
Dwelling	26	9	0.113608	0.113875
Dwelling	27	9	0.190938	0.191386
Dwelling	28	9	0.109789	0.110047
Dwelling	29	9	0.126974	0.127272
Dwelling	30	9	0.147977	0.148324
Dwelling	31	9	0.093559	0.093779
Dwelling	32	9	0.169935	0.170334
Dwelling	33	9	0.172799	0.173204
Dwelling	34	9	0.105016	0.105262
Dwelling	35	9	0.192847	0.193300
Dwelling	36	9	0.124110	0.124401
Dwelling	37	9	0.109789	0.110047
Dwelling	38	9	0.096424	0.096650
Dwelling	39	9	0.100242	0.100478
Dwelling	40	9	0.149886	0.150238
Dwelling	41	9	0.170889	0.171291
Dwelling	42	9	0.192847	0.193300
Dwelling	43	9	0.196666	0.197128
Dwelling	1	10	0.162297	0.162678
Dwelling	2	10	0.189983	0.190429
Dwelling	3	10	0.116472	0.116746
Dwelling	4	10	0.144158	0.144497
Dwelling	5	10	0.086877	0.087081
Dwelling	6	10	0.087831	0.088038
Dwelling	7	10	0.144158	0.144497
Dwelling	8	10	0.172799	0.173204
Dwelling	9	10	0.105016	0.105262
Dwelling	10	10	0.187119	0.187558
Dwelling	11	10	0.123155	0.123444
Dwelling	12	10	0.120291	0.120573
Dwelling	13	10	0.089741	0.089951
Dwelling	14	10	0.154660	0.155023
Dwelling	15	10	0.123155	0.123444
Dwelling	16	10	0.164206	0.164592
Dwelling	17	10	0.123155	0.123444
Dwelling	18	10	0.127928	0.128229
Dwelling	19	10	0.127928	0.128229
Dwelling	20	10	0.123155	0.123444
Dwelling	21	10	0.183300	0.183731
Dwelling	22	10	0.109789	0.110047
Dwelling	23	10	0.181391	0.181817
Dwelling	24	10	0.144158	0.144497
Dwelling	25	10	0.160388	0.160764
Dwelling	26	10	0.190938	0.191386
Dwelling	27	10	0.109789	0.110047
Dwelling	28	10	0.126974	0.127272
Dwelling	29	10	0.147977	0.148324
Dwelling	30	10	0.093559	0.093779
Dwelling	31	10	0.169935	0.170334
Dwelling	32	10	0.172799	0.173204
Dwelling	33	10	0.105016	0.105262

Unit Type	Unit No.	Level No.	Proportion of Common Expenses (Expressed as a Percentage)	Proportion of Common Elements (Expressed as a Percentage)
Dwelling	34	10	0.192847	0.193300
Dwelling	35	10	0.124110	0.124401
Dwelling	36	10	0.109789	0.110047
Dwelling	37	10	0.096424	0.096650
Dwelling	38	10	0.100242	0.100478
Dwelling	39	10	0.149886	0.150238
Dwelling	40	10	0.170889	0.171291
Dwelling	41	10	0.192847	0.193300
Dwelling	42	10	0.196666	0.197128
Dwelling	1	11	0.162297	0.162678
Dwelling	2	11	0.189983	0.190429
Dwelling	3	11	0.116472	0.116746
Dwelling	4	11	0.144158	0.144497
Dwelling	5	11	0.086877	0.087081
Dwelling	6	11	0.087831	0.088038
Dwelling	7	11	0.144158	0.144497
Dwelling	8	11	0.172799	0.173204
Dwelling	9	11	0.105016	0.105262
Dwelling	10	11	0.187119	0.187558
Dwelling	11	11	0.123155	0.123444
Dwelling	12	11	0.120291	0.120573
Dwelling	13	11	0.089741	0.089951
Dwelling	14	11	0.154660	0.155023
Dwelling	15	11	0.123155	0.123444
Dwelling	16	11	0.164206	0.164592
Dwelling	17	11	0.123155	0.123444
Dwelling	18	11	0.127928	0.128229
Dwelling	19	11	0.127928	0.128229
Dwelling	20	11	0.123155	0.123444
Dwelling	21	11	0.183300	0.183731
Dwelling	22	11	0.109789	0.110047
Dwelling	23	11	0.181391	0.181817
Dwelling	24	11	0.144158	0.144497
Dwelling	25	11	0.160388	0.160764
Dwelling	26	11	0.190938	0.191386
Dwelling	27	11	0.109789	0.110047
Dwelling	28	11	0.126974	0.127272
Dwelling	29	11	0.147977	0.148324
Dwelling	30	11	0.093559	0.093779
Dwelling	31	11	0.169935	0.170334
Dwelling	32	11	0.172799	0.173204
Dwelling	33	11	0.105016	0.105262
Dwelling	34	11	0.192847	0.193300
Dwelling	35	11	0.124110	0.124401
Dwelling	36	11	0.109789	0.110047
Dwelling	37	11	0.096424	0.096650
Dwelling	38	11	0.100242	0.100478
Dwelling	39	11	0.149886	0.150238
Dwelling	40	11	0.170889	0.171291
Dwelling	41	11	0.192847	0.193300
Dwelling	42	11	0.196666	0.197128
Dwelling	1	12	0.162297	0.162678

Unit Type	Unit No.	Level No.	Proportion of Common Expenses (Expressed as a Percentage)	Proportion of Common Elements (Expressed as a Percentage)
Dwelling	2	12	0.189983	0.190429
Dwelling	3	12	0.162679	0.148324
Dwelling	4	12	0.123155	0.123444
Dwelling	5	12	0.127928	0.128229
Dwelling	6	12	0.127928	0.128229
Dwelling	7	12	0.123155	0.123444
Dwelling	8	12	0.183300	0.183731
Dwelling	9	12	0.109789	0.110047
Dwelling	10	12	0.181391	0.181817
Dwelling	11	12	0.144158	0.144497
Dwelling	12	12	0.160388	0.160764
Dwelling	13	12	0.190938	0.191386
Dwelling	14	12	0.109789	0.110047
Dwelling	15	12	0.126974	0.127272
Dwelling	16	12	0.147977	0.148324
Dwelling	17	12	0.093559	0.093779
Dwelling	18	12	0.169935	0.170334
Dwelling	19	12	0.172799	0.173204
Dwelling	20	12	0.105016	0.105262
Dwelling	21	12	0.192847	0.193300
Dwelling	22	12	0.124110	0.124401
Dwelling	23	12	0.109789	0.110047
Dwelling	24	12	0.096424	0.096650
Dwelling	25	12	0.100242	0.100478
Dwelling	26	12	0.149886	0.150238
Dwelling	27	12	0.170889	0.171291
Dwelling	28	12	0.192847	0.193300
Dwelling	29	12	0.196666	0.197128
Dwelling	1	13	0.162297	0.162678
Dwelling	2	13	0.189983	0.190429
Dwelling	3	13	0.147977	0.148324
Dwelling	4	13	0.123155	0.123444
Dwelling	5	13	0.127928	0.128229
Dwelling	6	13	0.127928	0.128229
Dwelling	7	13	0.123155	0.123444
Dwelling	8	13	0.183300	0.183731
Dwelling	9	13	0.109789	0.110047
Dwelling	10	13	0.181391	0.181817
Dwelling	11	13	0.144158	0.144497
Dwelling	12	13	0.160388	0.160764
Dwelling	13	13	0.190938	0.191386
Dwelling	14	13	0.109789	0.110047
Dwelling	15	13	0.126974	0.127272
Dwelling	16	13	0.147977	0.148324
Dwelling	17	13	0.093559	0.093779
Dwelling	18	13	0.169935	0.170334
Dwelling	19	13	0.172799	0.173204
Dwelling	20	13	0.105016	0.105262
Dwelling	21	13	0.192847	0.193300
Dwelling	22	13	0.124110	0.124401
Dwelling	23	13	0.109789	0.110047
Dwelling	24	13	0.096424	0.096650

Unit Type	Unit No.	Level No.	Proportion of Common Expenses (Expressed as a Percentage)	Proportion of Common Elements (Expressed as a Percentage)
Dwelling	25	13	0.100242	0.100478
Dwelling	26	13	0.149886	0.150238
Dwelling	27	13	0.170889	0.171291
Dwelling	28	13	0.192847	0.193300
Dwelling	29	13	0.196666	0.197128
Dwelling	1	14	0.162297	0.162678
Dwelling	2	14	0.189983	0.190429
Dwelling	3	14	0.147977	0.148324
Dwelling	4	14	0.123155	0.123444
Dwelling	5	14	0.127928	0.128229
Dwelling	6	14	0.127928	0.128229
Dwelling	7	14	0.123155	0.123444
Dwelling	8	14	0.183300	0.183731
Dwelling	9	14	0.109789	0.110047
Dwelling	10	14	0.181391	0.181817
Dwelling	11	14	0.144158	0.144497
Dwelling	12	14	0.160388	0.160764
Dwelling	13	14	0.190938	0.191386
Dwelling	14	14	0.109789	0.110047
Dwelling	15	14	0.126974	0.127272
Dwelling	16	14	0.147977	0.148324
Dwelling	17	14	0.093559	0.093779
Dwelling	18	14	0.169935	0.170334
Dwelling	19	14	0.172799	0.173204
Dwelling	20	14	0.105016	0.105262
Dwelling	21	14	0.192847	0.193300
Dwelling	22	14	0.124110	0.124401
Dwelling	23	14	0.109789	0.110047
Dwelling	24	14	0.096424	0.096650
Dwelling	25	14	0.100242	0.100478
Dwelling	26	14	0.149886	0.150238
Dwelling	27	14	0.170889	0.171291
Dwelling	28	14	0.192847	0.193300
Dwelling	29	14	0.196666	0.197128
Dwelling	1	15	0.162297	0.162678
Dwelling	2	15	0.189983	0.190429
Dwelling	3	15	0.146067	0.148324
Dwelling	4	15	0.123155	0.123444
Dwelling	5	15	0.127928	0.128229
Dwelling	6	15	0.127928	0.128229
Dwelling	7	15	0.123155	0.123444
Dwelling	8	15	0.183300	0.183731
Dwelling	9	15	0.109789	0.110047
Dwelling	10	15	0.181391	0.181817
Dwelling	11	15	0.144158	0.144497
Dwelling	12	15	0.160388	0.160764
Dwelling	13	15	0.190938	0.191386
Dwelling	14	15	0.109789	0.110047
Dwelling	15	15	0.126974	0.127272
Dwelling	16	15	0.147977	0.148324
Dwelling	17	15	0.093559	0.093779
Dwelling	18	15	0.169935	0.170334

Unit Type	Unit No.	Level No.	Proportion of Common Expenses (Expressed as a Percentage)	Proportion of Common Elements (Expressed as a Percentage)
Dwelling	19	15	0.172799	0.173204
Dwelling	20	15	0.105016	0.105262
Dwelling	21	15	0.192847	0.193300
Dwelling	22	15	0.124110	0.124401
Dwelling	23	15	0.109789	0.110047
Dwelling	24	15	0.096424	0.096650
Dwelling	25	15	0.100242	0.100478
Dwelling	26	15	0.149886	0.150238
Dwelling	27	15	0.170889	0.171291
Dwelling	28	15	0.192847	0.193300
Dwelling	29	15	0.196666	0.197128
Dwelling	1	16	0.162297	0.162678
Dwelling	2	16	0.189983	0.190429
Dwelling	3	16	0.147977	0.148324
Dwelling	4	16	0.123155	0.123444
Dwelling	5	16	0.127928	0.128229
Dwelling	6	16	0.127928	0.128229
Dwelling	7	16	0.123155	0.123444
Dwelling	8	16	0.183300	0.183731
Dwelling	9	16	0.109789	0.110047
Dwelling	10	16	0.181391	0.181817
Dwelling	11	16	0.144158	0.144497
Dwelling	12	16	0.160388	0.160764
Dwelling	13	16	0.190938	0.191386
Dwelling	14	16	0.109789	0.110047
Dwelling	15	16	0.126974	0.127272
Dwelling	16	16	0.147977	0.148324
Dwelling	17	16	0.093559	0.093779
Dwelling	18	16	0.169935	0.170334
Dwelling	19	16	0.172799	0.173204
Dwelling	20	16	0.105016	0.105262
Dwelling	21	16	0.192847	0.193300
Dwelling	22	16	0.124110	0.124401
Dwelling	23	16	0.109789	0.110047
Dwelling	24	16	0.096424	0.096650
Dwelling	25	16	0.100242	0.100478
Dwelling	26	16	0.149886	0.150238
Dwelling	27	16	0.170889	0.171291
Dwelling	28	16	0.192847	0.193300
Dwelling	29	16	0.196666	0.197128
Dwelling	1	17	0.190938	0.191386
Dwelling	2	17	0.109789	0.110047
Dwelling	3	17	0.150841	0.151195
Dwelling	4	17	0.124110	0.124401
Dwelling	5	17	0.093559	0.093779
Dwelling	6	17	0.169935	0.170334
Dwelling	7	17	0.172799	0.173204
Dwelling	8	17	0.105016	0.105262
Dwelling	9	17	0.192847	0.193300
Dwelling	10	17	0.124110	0.124401
Dwelling	11	17	0.109789	0.110047
Dwelling	12	17	0.096424	0.096650

Unit Type	Unit No.	Level No.	Proportion of Common Expenses (Expressed as a Percentage)	Proportion of Common Elements (Expressed as a Percentage)
Dwelling	13	17	0.100242	0.100478
Dwelling	14	17	0.149886	0.150238
Dwelling	15	17	0.170889	0.171291
Dwelling	16	17	0.192847	0.193300
Dwelling	17	17	0.196666	0.197128
Dwelling	1	18	0.190938	0.191386
Dwelling	2	18	0.109789	0.110047
Dwelling	3	18	0.150841	0.151195
Dwelling	4	18	0.124110	0.124401
Dwelling	5	18	0.093559	0.093779
Dwelling	6	18	0.169935	0.170334
Dwelling	7	18	0.172799	0.173204
Dwelling	8	18	0.105016	0.105262
Dwelling	9	18	0.192847	0.193300
Dwelling	10	18	0.124110	0.124401
Dwelling	11	18	0.109789	0.110047
Dwelling	12	18	0.096424	0.096650
Dwelling	13	18	0.100242	0.100478
Dwelling	14	18	0.149886	0.150238
Dwelling	15	18	0.170889	0.171291
Dwelling	16	18	0.192847	0.193300
Dwelling	17	18	0.196666	0.197128
Dwelling	1	19	0.190938	0.191386
Dwelling	2	19	0.109789	0.110047
Dwelling	3	19	0.150841	0.151195
Dwelling	4	19	0.124110	0.124401
Dwelling	5	19	0.093559	0.093779
Dwelling	6	19	0.164206	0.164592
Dwelling	7	19	0.172799	0.173204
Dwelling	8	19	0.105016	0.105262
Dwelling	9	19	0.192847	0.193300
Dwelling	10	19	0.124110	0.124401
Dwelling	11	19	0.109789	0.110047
Dwelling	12	19	0.096424	0.096650
Dwelling	13	19	0.100242	0.100478
Dwelling	14	19	0.149886	0.150238
Dwelling	15	19	0.170889	0.171291
Dwelling	16	19	0.192847	0.193300
Dwelling	17	19	0.196666	0.197128
Dwelling	1	20	0.190938	0.191386
Dwelling	2	20	0.109789	0.110047
Dwelling	3	20	0.150841	0.151195
Dwelling	4	20	0.200485	0.200955
Dwelling	5	20	0.221106	0.201912
Dwelling	6	20	0.149886	0.150238
Dwelling	7	20	0.170889	0.171291
Dwelling	8	20	0.192847	0.193300
Dwelling	9	20	0.196666	0.197128
Dwelling	1	21	0.190938	0.191386
Dwelling	2	21	0.109789	0.110047
Dwelling	3	21	0.150841	0.151195
Dwelling	4	21	0.200485	0.200955

Unit Type	Unit No.	Level No.	Proportion of Common Expenses (Expressed as a Percentage)	Proportion of Common Elements (Expressed as a Percentage)
Dwelling	5	21	0.201439	0.201912
Dwelling	6	21	0.149886	0.150238
Dwelling	7	21	0.170889	0.171291
Dwelling	8	21	0.192847	0.193300
Dwelling	9	21	0.196666	0.197128
Dwelling	1	22	0.190938	0.191386
Dwelling	2	22	0.109789	0.110047
Dwelling	3	22	0.150841	0.151195
Dwelling	4	22	0.200485	0.200955
Dwelling	5	22	0.201439	0.201912
Dwelling	6	22	0.149886	0.150238
Dwelling	7	22	0.170889	0.171291
Dwelling	8	22	0.192847	0.193300
Dwelling	9	22	0.196666	0.197128
Dwelling	1	23	0.190938	0.191386
Dwelling	2	23	0.109789	0.110047
Dwelling	3	23	0.150841	0.151195
Dwelling	4	23	0.200485	0.200955
Dwelling	5	23	0.201439	0.201912
Dwelling	6	23	0.149886	0.150238
Dwelling	7	23	0.170889	0.171291
Dwelling	8	23	0.192847	0.193300
Dwelling	9	23	0.196666	0.197128
Dwelling	1	24	0.176999	0.161721
Dwelling	2	24	0.109789	0.110047
Dwelling	3	24	0.150841	0.151195
Dwelling	4	24	0.200485	0.200955
Dwelling	5	24	0.201439	0.201912
Dwelling	6	24	0.149886	0.150238
Dwelling	7	24	0.170889	0.171291
Dwelling	8	24	0.192847	0.193300
Dwelling	9	24	0.196666	0.197128
TOTAL PERCENTAGE			100.000000 =====	100.000000 =====

SCHEDULE E
TO DECLARATION

Common Expenses

Common Expenses shall include the following:

1. All expenses of the Corporation incurred by it or the Corporation's Board of Directors in the performance of the Corporation's objects and duties, whether such objects and duties are imposed under the provisions of the *Act*, the Declaration, the By-laws, the Rules or any agreement to which the Corporation is a party from time to time and at any time.
2. All money payable by the Corporation to obtain and maintain insurance coverage required by the *Act* or the Declaration or deemed appropriate by the Corporation's Board of Directors, as well as the cost of obtaining, from time to time, an appraisal from an independent, qualified appraiser of the full replacement cost of the Common Elements and assets of the Corporation for the purposes of determining the amount of insurance to be effected.
3. Except as otherwise provided herein, all money payable for utilities and services benefiting the Units or Common Elements, including, with limitation, amounts payable on account of:
 - elevator service, repair and replacement;
 - hydro electricity, except for hydro electricity to Units for which there is a separate meter (or check-meter) and for which the Owner is responsible; provided that, if electricity charges in respect of the consumption of electricity for each of the Dwelling Units, the Retail Units and the Commercial Unit are billed by the hydro authority on a bulk basis to the Corporation, then the Corporation shall ultimately be reimbursed by (through payments made directly to the Utility Monitor) as follows:
 - i) in the case of the Dwelling Units, each Owner thereof for the cost of the electricity consumption attributable to the respective Owner's Dwelling Unit (and any Exclusive Use Common Element areas appurtenant thereto), pursuant to the periodic reading of the respective check or consumption meters for electricity appurtenant to the Dwelling Units;
 - ii) in the case of the Retail Units, each Owner thereof for the cost of the electricity consumption attributable to the respective Owner's Retail Unit (and any Exclusive Use Common Element areas appurtenant thereto), pursuant to the periodic reading of the respective check or consumption meters for electricity appurtenant to the Retail Units; and
 - iii) in the case of the Commercial Unit, the Owner thereof for the cost of the electricity consumption attributable to the Owner's Commercial Unit, pursuant to the periodic reading of the check or consumption meter for electricity appurtenant to the Commercial Unit;
 - water and sewage, except for water and sewage disposal services to the Retail Units and the Commercial Unit for which the Owners thereof shall be solely responsible; provided that, if water and sewage charges in respect of the consumption of water and sewage for each of the Retail Units and the Commercial Unit are billed by the applicable authority on a bulk basis to the Corporation, then the Corporation shall ultimately be reimbursed by (through payments made directly to the Utility Monitor by) as follows:
 - i) in the case of the Retail Units, each Owner thereof for the cost of the water and sewage consumption attributable to the respective Owner's Retail Unit (and any Exclusive Use Common Element areas appurtenant thereto), pursuant to the periodic reading of the respective check or other consumption meters for water / sewage appurtenant to the Retail Units; and
 - ii) in the case of the Commercial Unit, the Owner thereof for the cost of the electricity consumption attributable to the Owner's Commercial Unit, pursuant to the periodic reading of the check or other consumption meters for water / sewage appurtenant to the Commercial Unit;
 - waste disposal and recycling, except for waste disposal and recycling for the Retail and Commercial Units, the cost for which the Owners of these Units shall be solely responsible;
 - natural gas on a bulk basis for any natural gas service to the Common Elements (natural gas charges for heating and cooling for the Dwelling Units, the Retail Units

and the Commercial Unit are the sole responsibility of the respective Unit Owners and shall not constitute or be construed as a Common Expense);

- maintenance materials, tools and supplies;
- snow removal and landscaping, including, without limitation, of the Pedestrian Commons;
- recreational facilities; and
- janitorial services.

4. In addition, each of the Dwelling Units are separately sub-metered and will be invoiced periodically by the Utility Monitor (as agent for the Corporation) for the cost of heating and cooling each Owner's Dwelling Unit (such charges to be based on the reading of the thermal check meter appurtenant to each Dwelling Unit, as provided for in the Declaration to which this Schedule is attached), and such costs shall be payable by each Dwelling Unit Owner in accordance with the provisions of sub-subparagraph 35.cii of the Declaration.
5. The cost of maintaining, repairing and replacing (as and when required) the thermal check meter and any other utility check (or other consumption) meters appurtenant to each of the Dwelling Units, as well as the check or consumption meters for water, hydro electricity and natural gas respectively appurtenant to each of the Commercial Unit and the Retail Units.
6. All money required by the Corporation for the acquisition, repair, maintenance or replacement of personal property for the use and enjoyment of the Common Elements or the costs of borrowing money for these purposes as set out in this Declaration.
7. All money payable by the Corporation for legal, engineering, accounting, auditing, appraising, maintenance, managerial, secretarial, and other consulting services required by the Corporation in the performance of its objects and duties.
8. All money payable by the Corporation to persons engaged or retained by it for the purpose of performing any duties of the Corporation, including remuneration payable pursuant to a management contract.
9. All money assessed by the Corporation for the reserve fund required by the *Act* for the major repair and replacement of Common Elements and assets of the Corporation.
10. All money payable by the Corporation for any addition, alteration, improvement to or renovation of the Common Elements or assets of the Corporation.
11. All money payable on account of realty taxes (including local improvement charges) levied against the Property (until such time as such taxes are levied against the individual Units) and against those parts of the Common Elements that are leased for business purposes upon which the tenant carries on an undertaking for gain or for some other purpose which is not otherwise exempt from assessment under the *Assessment Act* (as amended or replaced).
12. The fees and disbursements of the Insurance Trustee and the cost of maintaining any fidelity bonds provided for in the By-laws.
13. An assessment against Units, if any, for breach of the occupancy standards by-law, as this may be established from time to time by the Corporation's Board of Directors.
14. All expenses of the Corporation incurred by it in carrying out any maintenance or repair after damage obligations of an Owner with respect either to Units or to Common Elements, including, without limiting the generality of the foregoing, interest at the rate of 18% per year compounded annually on all such expenses that the Corporation has incurred and are unpaid by the Owner, where such expenses have not been recovered from the Owner.
15. The amount that is the lesser of the cost of repairing the damage to an Owner's Unit and the deductible limit of the insurance policy obtained by the Corporation, if the damage to the Owner's Unit is caused by an act or omission of the Owner, a tenant of the Owner or a person residing in the Owner's Unit with the permission or knowledge of the Owner and such amount has not been recovered from the Owner.
16. All amounts by way of indemnification from an Owner to the Corporation for damage, loss, injury, cost or liability that the Corporation may suffer as a result of any damage, loss or injury to the Common Elements (or portion of the Common Elements) or to any Unit which results from an act or omission of the Owner or the Owner's family, tenants, invitees, servants, agents or licensees.
17. All award of damages or costs in an order of the court against an Owner or occupier of a Unit, which the Corporation obtains in order to enforce compliance with the *Act*, the

- Declaration, the By-laws or the Rules, together with any additional actual costs to the Corporation in obtaining the order.
18. The amount of any deficiency in the difference between the amount for which the Corporation agrees to sell the Property or a part of the Common Elements and what a mediator decides is fair market value, the difference being payable to the Owners who voted against the sale by the Owners who approved the sale. The deficiency shall be a Common Expense liability on the part of the Owners who voted in favour of the sale.
 19. All costs, charges, interest and expenses resulting from an Owner's failure to comply with an agreement entered into with the Corporation to allow the Owner to make alterations, additions or improvements to the Common Elements in accordance with Section 98 of the *Act*.
 20. The cost of borrowing money for the purpose of carrying out the objects, duties and powers of the Corporation.

November 8, 2010

Standard Phased

F-1

SCHEDULE 'F'**TO THE DECLARATION OF KINTYRE CO-OPERATIVE DEVELOPMENT CORPORATION**Exclusive Use Common Element Areas

The owners of Dwelling Units 1 to 12 both inclusive on Level 1 shall have the exclusive use of those Portions of the common elements shown on the description filed concurrently with the declaration and designated with the Prefix "X", as illustrated on Sheet 1 in Part 2 of said description as follows:

Unit 1	on Level 1	X-1
Unit 2	on Level 1	X-2
Unit 3	on Level 1	X-3
Unit 4	on Level 1	X-4
Unit 5	on Level 1	X-5
Unit 6	on Level 1	X-6
Unit 7	on Level 1	X-7
Unit 8	on Level 1	X-8
Unit 9	on Level 1	X-9
Unit 10	on Level 1	X-10
Unit 11	on Level 1	X-11
Unit 12	on Level 1	X-12

for exclusive use and enjoyment as outdoor patio area.

The owners of Dwelling Units 1 to 9 both inclusive, 24 and 25 on Level 4 shall have the exclusive use of those Portions of the common elements shown on the description filed concurrently with the declaration and designated with the Prefix "X", as illustrated on Sheet 1 in Part 2 of said description as follows:

Unit 1	on Level 4	X-1
Unit 2	on Level 4	X-2
Unit 3	on Level 4	X-3
Unit 4	on Level 4	X-4
Unit 5	on Level 4	X-5
Unit 6	on Level 4	X-6
Unit 7	on Level 4	X-7
Unit 8	on Level 4	X-8
Unit 9	on Level 4	X-9
Unit 24	on Level 4	X-10
Unit 25	on Level 4	X-11

for exclusive use and enjoyment as outdoor patio area.

The owners of Retail Units 1 to 5 both inclusive on Level A shall have exclusive use of that portion of the common elements shown on the description filed concurrently with the declaration and designated as X-1 (retail garbage room) on Sheet 1 Part 2 of said description.

The owners of Retail Units 1 to 5 both inclusive on Level A shall have exclusive use of that portion of the common elements shown on the description filed concurrently with the declaration and designated as X-2 (retail service corridor) on Sheet 1 Part 2 of said description.

The owner of each Dwelling Unit (as defined in Schedule C) with direct access to that Part of the common elements designated as "Balcony and/or French Balcony", outlined and illustrated in Part 1 Sheets 4, 5, 6, 7 and 8 of the description filed concurrently with the declaration, shall have the exclusive use and enjoyment of such balcony.

The owner of each Dwelling Unit (as defined in Schedule C) with direct access to that Part of the common elements designated as "Terrace", outlined and illustrated in Part 1 Sheets 6 and 8 of the description filed concurrently with the declaration, shall have the exclusive use and enjoyment of such terrace.

November 8, 2010

Standard Phased

F-2

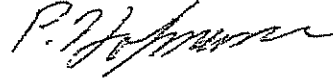
The exclusive use of the above mentioned Portions of the common elements shall be subject to the Provisions of the declaration, the by-laws of the corporation and the rules Passed Pursuant thereto, and subject to the right of entry in favour of the corporation to those areas of the exclusive use Portions of the common elements, which may be necessary to Permit repairs or maintenance of the common elements or units, or to give access to the utility and services areas adjacent thereto.

Date: 8 November, 2010

I. M. PASTOSHA LIMITED

Per: 

P. Hoffmann, O.L.S.



Keele_Dundas A+B Sch F-PHASED.doc
P03-J0D

1st Amendment

F-1

AMENDMENTS TO SCHEDULE 'F'**TO THE DECLARATION OF KINTYRE CO-OPERATIVE DEVELOPMENT CORPORATION**Exclusive Use Common Element Areas

The owners of Dwelling Units 26 to 31 both inclusive on Level 4 shall have the exclusive use of those Portions of the common elements shown on the description filed concurrently with the declaration and designated with the Prefix "X", as illustrated on Sheet 2 in Part 2 of said description as follows:

Unit 26 on Level 4	X-12
Unit 27 on Level 4	X-13
Unit 28 on Level 4	X-14
Unit 29 on Level 4	X-15
Unit 30 on Level 4	X-16
Unit 31 on Level 4	X-17

for exclusive use and enjoyment as outdoor patio area.

The owner of each Dwelling Unit (as defined in Schedule C) with direct and exclusive access to that Part of the common elements designated as 'Balcony and/or French Balcony', outlined and illustrated in Part 1 Sheets 10, 12, 13 and 14 of the description filed concurrently with the declaration, shall have the exclusive use and enjoyment of such balcony.

The owner of each Dwelling Unit (as defined in Schedule C) with direct access to that Part of the common elements designated as "Terrace", outlined and illustrated in Part 1 Sheets 8 and 13 of the description filed concurrently with the declaration, shall have the exclusive use and enjoyment of such terrace.

The exclusive use of the above mentioned Portions of the common elements shall be subject to the Provisions of the declaration, the by-laws of the corporation and the rules Passed Pursuant thereto, and subject to the right of entry in favour of the corporation to those areas of the exclusive use Portions of the common elements, which may be necessary to Permit repairs or maintenance of the common elements or units, or to give access to the utility and services areas adjacent thereto.

Date: April 27th, 2011

I. M. PASTUSHAK LIMITED

Per: 

P. Hofmann, O.L.S.

SCHEDULE G
TO DECLARATION
CERTIFICATE OF ARCHITECT OR ENGINEER
(SCHEDULE G TO DECLARATION FOR A STANDARD OR LEASEHOLD
CONDOMINIUM CORPORATION)

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

I certify that Village by High Park Tower B + Podium on the Property (at 60-61 Heintzman Street, Toronto [formerly 403 Keele Street]) has been constructed in accordance with the regulations made under the *Condominium Act, 1998*, with respect to the following matters:

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

OR

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

OR

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

OR

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

OR

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

Dated this 24th day of January 2011.


Attila Burka, B.Arch., O.A.A., MRAIC
Burka Architects Inc.

I have the authority to bind the Corporation.

44

AMENDMENT TO SCHEDULE "G"
Condominium Act, 1998

CERTIFICATE OF ARCHITECT OR ENGINEER
(SCHEDULE "G" TO DECLARATION FOR A STANDARD OR LEASEHOLD
CONDOMINIUM CORPORATION)
(under clause 8 (1) (e) of the *Condominium Act, 1998*)

I certify that: Village by High Park Tower A, First Phase Amendment
Each building on the land 60 Heintzman Street
included in the Phase at: Toronto, Ontario

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

1. ☒ The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents.
2. ☒ Except as otherwise specified in the regulations, floor assemblies are constructed to the sub-floor.
3. ☒ Except as otherwise specified in the regulations, walls and ceilings of the common elements, excluding interior structural walls and columns in a unit, are completed to the drywall (including taping and sanding), plaster or other final covering.
4. ☒ All underground garages have walls and floor assemblies in place
OR
☐ There are no underground garages.
5. ☒ All elevating devices as redefined 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 and outdoor swimming pools.
11. ☒ Except as otherwise specified in the regulations, the boundaries of the units are completed to the drywall (not including taping and sanding), plaster or other final covering, and perimeter doors are in place.

Dated this 23rd day of August, 2011.

Attila Burka

Attila Burka, B.Arch., O.A.A., MRAIC
Burka Architects Inc.

AMENDMENT TO SCHEDULE G


TO THE DECLARATION OF KINTYRE CO-OPERATIVE DEVELOPMENT
CORPORATION

The City of Toronto hereby confirms that the facilities and services have been installed and provided sufficient to ensure the independent operation of the Toronto Standard Condominium Corporation No. 2136 if no subsequent phases are created.

Dated the 22 day of August 2011.

City of Toronto

Per:


Name: D. J. Bleaney
Title: Manager Development Engineering,
T&EY District

I have the authority to bind the City of Toronto

SCHEDULE K

TO DECLARATION

The Approval Authority, in approving or exempting under Section 9 of the Act the amendment to the description creating the phase, requires the amendment to the declaration to mention the following conditions:

None.

<p>AT 3160804</p> <p>CERTIFICATE OF RECEIPT RÉCÉPISSÉ TORONTO (66)</p> <p>2012-10-26 11:29</p> <p>LAND REGISTRAR</p> <p>New Property Identifiers</p> <p>Additional: See Schedule <input type="checkbox"/></p> <p>Executions</p> <p>Additional: See Schedule <input type="checkbox"/></p>	(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/>		(2) Page 1 of 2 pages	
	(3) Property Identifier(s) 76136-0001 to 76136-1482 inclusive		Block Property Additional: See Schedule <input checked="" type="checkbox"/>	
	(4) Nature of Document NOTICE OF CHANGE OF ADDRESS (under the Condominium Act, 1998)			
	(5) Consideration TWO Dollars \$ 2.00			
	(6) Description All units and common elements comprising the property included in Toronto Standard Condominium Corporation No. 2136 City of Toronto Land Registry Office for the Land Titles Division of Toronto (No. 66)			
(7) This Document Contains:		(a) Redescription New Easement Plan/Sketch <input type="checkbox"/>	(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>	

(8) This Document provides as follows:
See Form 2, Notice attached as a Schedule hereto

Continued on Schedule ☒

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

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

Name(s)

Signature(s)

Date of Signature

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2136

Per: *Mario D. Deo*
Mario D. Deo

2012 10 24

By its solicitors, FINE & DEO

(11) Address
for Service

c/o Management Office, 60 Heintzman Street, Toronto, ON, M6P 5A1

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

Name(s)

Signature(s)

Date of Signature

(13) Address
for Service

(14) Municipal Address of Property

(15) Document Prepared by:

MULTIPLE

Fine & Deo
3100 Steeles Avenue West
Suite 300
Vaughan, Ontario
L4K 3R1

Fees and Tax	
Registration Fee	
Total	

SCHEDULE

Form 2

Condominium Act, 1998

NOTICE OF CHANGE OF ADDRESS
(under section 108 of the *Condominium Act, 1998*)

Toronto Standard Condominium Corporation No. 2136 gives notice that it changes:

its address for service to:

c/o Management Office
60 Heintzman Street
Toronto, Ontario
M6P 5A1

its mailing address to:

c/o Management Office
60 Heintzman Street
Toronto, Ontario
M6P 5A1

Dated this 21ST day of AUGUST, 2012.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2136

Brant Hamilton Brown
(signature)

BRANT Hamilton Brown
(print name)

Betty Dondertman
(signature)

BETTY DONDERTMAN
(print name)

We have the authority to bind the corporation.



Document General
Form 4 – Land Registration Reform Act

D

FOR OFFICE USE ONLY

AT 2842341

CERTIFICATE OF RECEIPT
RÉCÉPISSÉ
TORONTO (66)

2011-10-17 14:24

New Property Identifiers

Additional:
See
Schedule ☐

Executions

Additional:
See
Schedule ☐

(1) Registry ☐

Land Titles ☒

(2) Page 1 of 3 pages

(3) Property Identifier(s)

Block

Property

76136-0001 to 76136-1482, inclusive

Additional:
See
Schedule ☐

(4) Nature of Document

Amendment to Declaration (Section 107 of the *Condominium Act, 1998*)

(5) Consideration

Two Dollars

Dollars \$ 2.00

(6) Description

All Units and Common Elements comprising the property included in
Toronto Standard Condominium Plan No. 2136, City of Toronto.
Land Titles Division of the Toronto Registry Office (No. 66)

(7) This Document Contains:

(a) Redescription
New Easement
Plan/Sketch ☐

(b) Schedule for:

Description ☐

Additional
Parties ☐

Other ☒

(8) This Document provides as follows:

Continued on Schedule ☒

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

AT2630973; AT2811162

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

Name(s)

TORONTO STANDARD CONDOMINIUM

CORPORATION NO. 2136

I / We have the authority to bind the Corporation.

Signature(s)

Per:

Date of Signature

Y M D

2011 10 12

Per:

2011 10 12

(11) Address

for Service TSCC 2136 - Heintzman Place, 61 Heintzman Street Toronto, Ontario M6P 5A2

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

Name(s)

Signature(s)

Date of Signature

Y M D

(13) Address

for Service

(14) Municipal Address of Property

Multiple
Toronto, Ontario

(15) Document Prepared by:

Edward M. Hyland
Iler Campbell LLP
Barristers and Solicitors
150 John Street, Suite 700
Toronto, Ontario M5V 3E3
(416) 598-0103 Ext. 134

FOR OFFICE USE ONLY

Fees and Tax

Registration Fee

Total

AMENDMENT TO DECLARATION AND DESCRIPTION

Toronto Standard Condominium Corporation No. 2136
Instrument Number AT2630973 (the **Declaration**)

The Declaration is hereby amended as follows:

1. Section 1 of the Declaration is amended by deleting therefrom the following definition:

“Retail Parking Units means Parking Units 129 to 133, inclusive, on Level A (and **Retail Parking Unit** means any one of them).”

2. Paragraph “b.” of Section 28 of the Declaration is deleted and replaced with the following:

“b. Subject to sub-paragraph 28c., below, any or all of the Parking Units, Parking-Bicycle Storage Units and/or Locker Units may at any time be sold, leased, charged, transferred or otherwise conveyed, either separately or in combination with any other Units, provided, however, that any sale, transfer, assignment or other conveyance of any Parking Unit, Parking-Bicycle Storage Unit and/or Locker Unit shall be made only to the Declarant, to the Corporation or to any Owner of a Dwelling Unit or of a Retail Unit.”

3. Paragraph “d.” of Section 28 of the Declaration is amended by deleting therefrom the phrase “Parking Units, Parking-Bicycle Storage Units and/or Locker Units may be leased to the Owners of, or tenants in actual occupation of, Dwelling Units, or, in the case of Retail Parking Units, Retail Units,” and replacing it with the following:

“Parking Units, Parking-Bicycle Storage Units and/or Locker Units may be leased to the Owners of, or tenants in actual occupation of, Dwelling Units or Retail Units;”

4. Paragraph “f.” of Section 28 of the Declaration is deleted and replaced with the following:

“f. Ownership of a Parking Unit by the Owner of a Retail Unit, either directly or indirectly, shall be limited to one Parking Unit at any time.”

5. Paragraph “g.” of Section 28 of the Declaration is deleted and replaced with the following:

“g. Notwithstanding anything contained in this Declaration, save and except for the Declarant and/or the Corporation, no one shall retain ownership of any Parking Unit, Parking-Bicycle Storage Unit and/or Locker Unit after he or she has sold and conveyed title to his or her Dwelling Unit or, as the case may be, Retail Unit, and any sale, transfer, assignment or other conveyance of any Parking Unit, Parking-Bicycle Storage Unit and/or Locker Unit shall be made only to the Declarant or to the Corporation or to an Owner of a Dwelling Unit or to an Owner of a Retail Unit who does not already own a Parking Unit or, in the case of a Car Share Parking, to a successor or assign of the Car-Sharing Company, provided that such successor or assign shall use such Car Share Parking as part of its operation of a car-sharing program.”

6. Clause “iii.” of paragraph “m.” of Section 54 is deleted.



Document General

Form 4 - Land Registration Reform Act

D

FOR OFFICE USE ONLY

AT 2640437

CERTIFICATE OF RECEIPT
RÉCÉPISSÉ
TORONTO (66)

2011-03-11 12:48

New Property Identifiers

Additional:
See
Schedule ☐

Executions

Additional:
See
Schedule ☐

(1) Registry ☐

Land Titles ☒

(2) Page 1 of 20 pages

(3) Property
Identifier(s)

Block

Property

76136-0001 to 76136-1166

Additional:
See
Schedule ☐

(4) Nature of Document

CERTIFICATE IN RESPECT OF A BY-LAW, BY-LAW NO. 1,
(Under subsection 56(3), Condominium Act, 1998)

(5) Consideration

Dollars \$ Nil

(6) Description

All Unite and Common Elements comprising the
property included in Toronto Condominium Plan
No. 2136, City of Toronto
Land Registry Office for the Land Titles
Division of Toronto No. 66

(7) This
Document
Contains:

(a) Redescription
New Easement
Plan/Sketch ☐

(b) Schedule for:
Description ☐

Additional
Parties ☐

Other ☒

(8) This Document provides as follows:

See Schedule for Certificate and By-law No. 1.

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

Continued on Schedule ☒

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

TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 2136

WE HAVE AUTHORITY TO

BIND THE CORPORATION

Signature(s)

Per:

Name: Alanka Simeckova

Title: President

Date of Signature

Y M D

2011 03 09

Per:

Name: Vicenta Blake

Title: Secretary

2011 03 09

(11) Address Management Office, c/o Brookfield Residential Service Inc.
for Service 61 Heintzman Street, Toronto, ON M6P 5A2

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

Signature(s)

Date of Signature

Y M D

(13) Address
for Service

(14) Municipal Address of Property

60-61 Heintzman Street
Toronto, Ontario

(15) Document Prepared by:

Celia Chandler
Iler Campbell LLP
150 John Street, 7th Floor
Toronto, Ontario M5V 3B3
B: 416-598-0103 F: 416-598-3484

File #: B6038

Fees and Tax

Registration Fee

Total

2

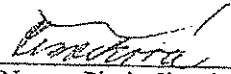
CERTIFICATE IN RESPECT OF A BY-LAW
(under subsection 56(9) of the *Condominium Act, 1998*)


TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2136 (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 9th day of March, 2011.

TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 2136

Per: 
Name: Blanka Simeckova
Title: President

Per: 
Name: Vicenta Blake
Title: Secretary

We have authority to bind the Corporation

3

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2136

BY-LAW NO. 1

BE IT ENACTED as a by-law of TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2136 (the Corporation) as follows:

1. DEFINITIONS

The terms used herein shall have ascribed to them the definitions contained in the *Condominium Act*, 1998, S.O. 1998, and any amendments thereto (the *Act*), and the Declaration.

2. SEAL

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

3. REGISTER

The Corporation shall keep a register (the Register) respecting the property, which shall note the name and address of the owner of each unit and which shall also note the name and address of each mortgagee of each unit who has notified the Corporation of his/her right, if any, to vote and of his/her address for service.

4. MEETINGS OF OWNERS

a. Annual Meeting

The annual meeting of the owners shall be held at such place within the City of Toronto, Province of Ontario, or at such other place, at such time and on such day in each year, as the board may from time to time determine, for the purpose of:

- i) hearing and receiving the reports and statements required by the *Act* and the By-laws of the Corporation, to be read at and laid before the owners at an annual meeting;
- ii) electing directors;
- iii) appointing the auditor;
- iv) fixing, or authorizing the board to fix, the auditor's remuneration; and
- v) conducting such other business as may properly be brought before the meeting.

The Corporation shall hold an annual meeting of the owners not more than 3 months after the registration of the Declaration, and subsequently not more than 6 months after the end of each fiscal year of the Corporation, and at such meeting any owner or any mortgagee or chargee entitled to vote shall have an opportunity to raise any matter relevant to the affairs and business of the Corporation.

b. Other Meetings

The board shall have the power at any time to call a meeting of the owners to be held at such time and such place within the City of Toronto or such other place as may be determined by the board. The board shall also call and hold a meeting of the owners upon receipt of a requisition in writing made by those owners who, at the time the board receives the requisition, own at least 15% of the units, are listed in the Register, and are entitled to vote. If the meeting is not called and held within 35 days of receipt of the requisition, any of the requisitionists may call the meeting, and in such case, the meeting shall be held within 45 days of the day on which the meeting is called. The requisitioned meeting may pass any resolution that may properly be moved at a meeting of owners and is not inconsistent with the *Act*. The requisition shall be in writing, shall state the nature of the business to be presented at the meeting, and shall be signed by requisitionists and delivered personally or by registered mail to the President or Secretary of the Corporation or deposited at the address for service of the Corporation.

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c. Notices

Notice of the time and place of each annual or other meeting of owners shall be given in writing not less than 15 days before the day on which the meeting is to be held. Notice of the annual or other meeting of owners shall be given to:

- i) each owner who has notified the Corporation in writing of the owner's name and address for service;
- ii) each mortgagee of a unit who under the terms of the mortgage, has the right to vote at a meeting of owners in the place of the unit owner and who has notified the Corporation in writing of the right and of the mortgagee's name and address for service; and
- iii) the auditor.

Notice of meetings shall have appended to it an agenda of matters to be considered at such meeting. Service of notice shall be made in accordance with Section 47 of the *Act*.

d. Reports

A copy of the financial statements and a copy of the auditor's report shall be attached to the notice of the annual general meeting, as required by the *Act*.

e. Record Date and Persons Entitled to be Present

The persons whose names are entered on the Register 20 days before the date of a meeting of the owners are entitled to receive notice of such meeting. These persons, together with any others entitled to vote at a meeting of owners, the auditor of the Corporation, the directors and officers of the Corporation and others who, although not entitled to vote, are required under the provisions of the *Act* or the By-laws of the Corporation to be present at the meeting, are entitled to be present at a meeting of owners. Any other person may be admitted only on the invitation of the Chair of the meeting or with the consent of the meeting.

f. Quorum

At any meeting of owners, a quorum is those owners present in person or represented by proxy who were entitled to receive notice of the meeting, who are entitled to vote at the meeting, and who represent not less than 25% of the units.

g. Right to Vote

Except as otherwise provided in these By-laws, at each meeting of owners, every owner shall be entitled to vote who is entered on the Register as an owner or has given notice to the Corporation in a form satisfactory to the Chair of the meeting that he/she is an owner. If a unit has been mortgaged, the person who mortgaged such unit (or his/her proxy) may nevertheless represent such unit at meetings and vote in respect of such unit, unless in the instrument creating the mortgage he/she has expressly authorized or empowered the mortgagee to vote, in which case, such mortgagee (or his/her proxy) may attend meetings and vote in respect of such unit upon filing with the Secretary of the meeting sufficient proof of the terms of such instrument or, if such mortgagee has notified the Corporation of his/her rights in accordance with paragraph 4c of this Article and, provided further, if such mortgagee has given to the Corporation and to the owner 4 days notice of his/her intention to exercise such right. Any dispute over the right to vote shall be resolved by the Chair of the meeting upon such evidence as he/she may deem sufficient. The vote of each such owner or mortgagee shall be on the basis of one vote per unit.

h. Disentitlement to Vote

No owner shall vote in respect of a unit that is intended for parking or storage purposes or for the purpose of housing services or facilities or mechanical installations. Nor shall any owner vote whose contributions payable in respect of his or her unit have been in arrears for 30 days or more at the time of the meeting, except where under the *Act* or the By-laws a unanimous vote of all owners is required.

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i. Method of Voting

At any general or special meeting, any questions shall be decided by a show of hands, unless a poll is demanded by a person entitled to vote, and, unless a poll is so demanded, a declaration by the Chair that such questions have by the show of hands been carried is prima facie proof of the fact without proof of the number or proportions of votes recorded in favour of or against such question. A demand for a poll may be withdrawn. Voting for the election of directors shall be by ballot only.

j. Representatives

An executor, administrator, committee of a mentally incompetent person, guardian or trustee (and where a corporation acts in such capacity, any person duly appointed a proxy of such corporation), upon filing with the Secretary of the meeting 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. If there be more than one executor, administrator, committee, guardian or trustee, the provisions of paragraph 4.l. of this Article shall apply.

k. Proxies

Every owner or mortgagee entitled to vote at meetings of owners may, by instrument in writing, appoint a proxy, who need not be an owner or mortgagee, to attend and act at the meeting in the same manner, to the same extent and with the same power as if the owner or mortgagee were present at the meeting. The instrument appointing a proxy shall be in writing signed by the appointer or his/her attorney authorized in writing. The instrument appointing a proxy shall be deposited with the Secretary of the meeting before any vote is cast under its authority. An instrument appointing a proxy for the election or removal of a director at a meeting of owners shall state the name of the directors for and against whom the proxy is to vote. The Corporation shall retain all instruments appointing a proxy for a meeting of owners for a period of 90 days following the date of the meeting.

l. Co-owners

If a unit or mortgage on a unit is owned by 2 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, they shall vote in the same way, failing which the vote for such unit shall not be counted.

m. Votes to Govern

At all meetings of Owners every question shall, in accordance with this paragraph and unless otherwise required by the *Act* or the Declaration or By-laws, be decided by a majority of the votes cast on the question.

5. THE CORPORATION

a. Duties of the Corporation

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

- i) controlling, managing and administering the common elements and the assets of the Corporation;
- ii) operating and maintaining the common elements in a fit and proper condition;
- iii) collecting the common expenses assessed against the owners;
- iv) supplying heat, air conditioning, hydro, water and sewage services to the common elements and the units (unless separately metered) except where the Corporation is prevented from carrying out such duty by reason of any event beyond the reasonable control of the Corporation. If any apparatus or equipment that is used in effecting the supply of heat, air conditioning, hydro or water and sewage services at any time becomes incapable of fulfilling its function or is damaged or destroyed, the Corporation shall have a reasonable time within which to repair or replace such apparatus. The Corporation shall

not be liable for indirect or consequential damages or for damages for personal discomfort or illness by reason of any breach of such duty;

- v) obtaining and maintaining such insurance as may be required by the *Act*, the Declaration or the By-laws;
- vi) repairing after damage and restoring the units and the common elements in accordance with the provisions of the *Act*, the Declaration and By-laws;
- vii) obtaining and maintaining fidelity bonds where obtainable in such amounts as the board may deem reasonable, for such officers and directors or employees as are authorized to receive or disburse any funds on behalf of the Corporation;
- viii) causing audits to be made after every year end and making financial statements available to the owners and mortgagees in accordance with the *Act* and the By-laws;
- ix) effecting compliance by the owners with the *Act*, the Declaration, the By-laws, and the rules;
- x) providing a certificate, pursuant to Section 76(1) of the *Act*, and such statements and information as may be prescribed by the *Act* and its regulations. The Corporation shall be entitled to a fee up to the maximum prescribed by the regulations. A duplicate certificate shall be provided without additional charge if requested. The Corporation shall provide the declarant with a certificate, statements and information in connection with a sale or mortgage of a unit without any charge or fee; and
- xi) employing professional management at a compensation to be determined by the board to perform such duties and services as the board shall authorize, subject to ratification by a by-law of the Corporation.

b. Powers of the Corporation

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

- i) employment and dismissal of personnel necessary for the maintenance and operation of the common elements;
- ii) adoption and amendment of rules and regulations concerning the operation and use of the property;
- iii) obtaining and maintaining fidelity bonds for any manager where deemed necessary by the board, and in such a manner as the board may deem reasonable;
- iv) investing reserves held by the Corporation, provided that such investment shall be as permitted by the *Act*, and convertible into cash in not more than 90 days;
- v) to settle, adjust, compromise or refer to arbitration any claim or claims which may be made upon or which may be asserted by or on behalf of the Corporation;
- vi) by by-law, to borrow such amounts as in its discretion are necessary or desirable in order to protect, maintain, preserve, insure and carry out the objects and duties of the Corporation and the due and continual operation of the property in accordance with the Declaration and By-laws of the Corporation, to secure any such loan by mortgage, pledge of charge or any asset owned by the Corporation, and to add the repayment of such loan to common expenses;
- vii) to retain and hold any securities or other property, whether real or personal, which shall be received by the Corporation whether or not the same is authorized by any law, present or future, for the investment of trust funds;

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- viii) to sell, convey, exchange, assign or otherwise deal with any real or personal property at any time owned by the Corporation at such price, on such terms, and in such manner as the Corporation in its sole discretion deems advisable and to do all things and execute all documents required to give effect to the foregoing;
- ix) leasing any part of the non-exclusive use common elements, or granting or transferring any easement, right-of-way or license over, upon, under or through (or otherwise affecting) any part of the common elements, or releasing and abandoning any appurtenant easement or right-of-way either previously or subsequently granted to the Corporation, provided, however, that if a by-law is required to be enacted to authorize such a lease, licence, easement, right of way, or release and abandonment of easement, then this by-law shall be deemed to be for all such purposes to be (and constitute) the by-law providing the board with the necessary authority to enter into any such lease, licence, easement or right of way, or to give any such release and abandonment of easement, and any such lease, licence, easement, right of way or release and abandonment of easement may be executed on behalf of the Corporation by the authorized signing officers of the Corporation, with or without the seal of the Corporation, and the 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 owners.

6. BOARD OF DIRECTORS

a. Management

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

b. Number and Quorum

Until changed by by-law, the number of directors shall be seven, of whom five shall constitute a quorum for the transaction of business at any meeting of the board. Despite vacancies, the remaining directors may exercise all the powers of the board so long as a quorum of the board remains in office.

c. Qualifications

No person shall be a director if the person is under eighteen years of age, is an undischarged bankrupt or is mentally incompetent. If a director becomes bankrupt or mentally incompetent, then he or she immediately ceases to be a director. A director immediately ceases to be a director if a certificate of lien has been registered against a unit that the director owns and the director does not obtain a discharge of lien within 90 days after the registration of the lien.

d. Consent

No election or appointment of a person as a director shall be effective unless he/she consents in writing to act as a director before his/her election or appointment or within 10 days thereafter or, alternatively, 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.

e. Election of New Board

The board elected at a time when the declarant owns a majority of the units shall, not more than 21 days after the declarant ceases to be the registered owner of a majority of the units, call a meeting of the owners to elect a new board of directors, and such meeting shall be held within 21 days after the calling of the meeting. If such meeting is not called within the time provided for, any owner or any mortgagee entitled to vote may call the meeting.

f. Election and Term

- i) The directors of the Corporation shall be elected in rotation and shall be eligible for re election. If at least 15% of the units are owner occupied (as defined sub-section 51(5) of the Act), then no persons other than the owners of owner-occupied units may elect a person to one of the positions on the board.

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- ii) At the turnover meeting held pursuant to section 43 of the Act, one director shall be elected to hold office for a term of one year; two directors shall be elected to hold office for a term of two years; and two directors shall be elected to hold office for a term of three years. Such directors may, however, continue to act until their successors are elected. At such election, subject to sub-paragraph 2.f.iii), immediately following, the director receiving the greatest number of votes shall hold office for the longest term, and the directors receiving the next greatest number of votes shall hold office for the next longest term.
- iii) If 15% of the units are owner-occupied at the turnover meeting, then the position on the board to be elected by owners of owner-occupied units shall be the director elected for the one-year term, and thereafter when that position becomes vacant, for any reason whatsoever, the candidate for that position shall be voted upon only by the owners of owner-occupied units.
- iv) If at least 15% of the units are not owner-occupied at the turnover meeting, but in any subsequent year more than 15% percent of the units become owner-occupied, then the position of a director whose term expires in that year shall be designated the position to be elected by owners of owner-occupied units, and thereafter when that position becomes vacant, for any reason whatsoever, the candidate for that position shall be voted upon only by the owners of owner-occupied units.
- v) If more than one of such directors whose terms are not of equal duration resign or are removed from the board prior to the expiration of their respective terms, and the resulting vacant positions shall be filled by an election at a meeting of owners called for that purpose, then the director or directors receiving the greater number of votes shall complete the longest remaining terms of the vacant positions.
- vi) At each annual meeting after the turnover meeting a number of directors equal to the number of directors retiring in such year shall be elected for a term of three years.

g. Filling Vacancies

Provided a quorum of directors remains in office, if a vacancy in the membership of the board occurs, a majority of the remaining members of the board may appoint any person qualified to be a member of the board under the Declaration or By-laws to fill the vacancy until the next annual meeting.

h. Removal of Directors

Any director may be removed before the expiration of his/her term by a vote of owners who together own a majority of the units, and the owners may elect any person qualified to be a director for the remainder of the term of the director so removed.

i. Teleconference Meetings

If all the directors of the Corporation consent thereto generally or with respect to a particular meeting, a director may participate in a meeting of the board or of a committee of the board by means of teleconference or other communications system which permits all persons participating in the meeting to hear each other and to participate concurrently, and a director so participating in such a meeting is deemed to be present at the meeting.

j. Regular Meetings

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

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k. First Meeting of New Board

The board may, without notice, hold its first meeting for the purpose of organization and appointment of officers immediately following the meeting of owners at which the directors of such board were elected, provided a quorum of directors is present.

l. Interest of Directors in Contracts

No director shall be disqualified by his/her office from contracting with the Corporation, nor shall any contract or arrangement entered into by or on behalf of the Corporation with any director or any firm or corporation in which any director is in any way interested be avoided, nor shall any director so contracting or being so interested be liable to account to the Corporation for any profit realized by any such contract or arrangement by reason of such director holding such office or of the fiduciary relationship thereby established, if the provisions of paragraph 2.m are complied with.

m. Declaration of Interest

It shall be the duty of every director of the Corporation who is in any way, whether directly or indirectly, interested in a contract or arrangement or proposed contract or arrangement with the Corporation to disclose in writing to the Corporation the nature and extent of his/her interest, abstain from discussions, and refrain from voting in respect of such contract or arrangement or proposed contract or proposed arrangement, provided, however, that such prohibition against voting shall not apply during such time as the declarant is represented on the board by three or more directors.

n. Standard of Care

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

o. 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 joining in any act for conformity 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/her part or for any other loss, damage or misfortune whatever, 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.

p. Indemnity of Directors and Officers

Subject to Section 38 of the *Act*, as may be amended from time to time, every director or officer of the Corporation and his/her heirs, trustees, executors and administrators and estate and effects, respectively, shall from time to time and at all times be indemnified and saved harmless out of the funds of the Corporation from and against:

- i) any liability and all costs, charges and expenses whatsoever which such director or officer sustains or incurs in or about any action, suit or proceeding which is brought, commenced or prosecuted against him/her for or in respect of any act, deed, omission, matter or thing whatsoever made, done, omitted, or permitted by him/her in or about the execution of the duties of his/her office; and
- ii) all other costs, charges and expenses that he/she sustains or incurs in or about or in relation to the affairs of the Corporation.

7. OFFICERS

a. Elected Officers

At the first meeting of the board after each election of directors, the board shall elect from among its members a President. In default of such election the then incumbent, if a

member of the board, shall hold office until his/her successor is elected. A vacancy occurring from time to time in such office may be filled by the board from among its members.

b. Appointed Officers

From time to time the board shall appoint a Secretary and may appoint one or more Vice-Presidents, a General Manager, a Treasurer and such other officers as the board may determine, including one or more assistants to any of the officers so appointed. The officers so appointed may but need not be members of the board. One person may hold more than one office and, if the same person holds both the office of Secretary and office of Treasurer, he/she may be known as Secretary-Treasurer.

c. Term of Office

In the absence of a written agreement to the contrary, officers shall hold office until removal by the board. The board may remove any officer of the Corporation at its pleasure.

d. President

The President shall preside, when present, at all meetings of the owners and of the board.

e. 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 is more than one Vice-President, in order of seniority (as determined by the board), save that no Vice-President shall preside at a meeting of the board or at a meeting of owners who is not qualified to attend the meeting as a director or owner, as the case may be. If a Vice-President exercises any such duty or power in the absence of the President, he/she shall also perform such duties and exercise such powers as the board may prescribe.

f. General Manager

Subject to the authority of the board, the General Manager, if one be appointed, shall have the general management and direction 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 remuneration.

g. Secretary

The Secretary shall give or cause to be given all notices required to be given to the owners, directors, auditors, mortgagees and all others entitled thereto; he/she shall attend all meetings of the directors and of the owners and shall enter or cause to be entered in books kept for that purpose minutes of all proceedings at such meetings; he/she shall ensure the secure and safe custody of all books, papers, 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.

h. 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 safe keeping of securities and the disbursement of the funds of the Corporation; he/she shall render to the board at the meeting of the board or whenever required of him/her an account of all his/her transactions as Treasurer and of the financial position of the Corporation; and he/she shall perform such other duties as may from time to time be prescribed by the board.

i. Other Officers

The duties of all other officers of the Corporation shall be such as the terms of their engagement call for or the board requires of them. Any of the powers and duties of an officer to whom an assistant has been appointed may be exercised and performed by such assistant unless the board otherwise directs.

j. 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.

8. BANKING ARRANGEMENTS AND CONTRACTS

a. Banking Arrangements

The banking business of the Corporation or any part thereof shall be transacted with such bank, credit union or trust company as the board may designate from time to time by resolution, and all such banking business shall be transacted on the Corporation's behalf by such officers or other persons as the board may designate.

b. Execution of Instruments

Deeds, transfers, assignments, contracts and obligations on behalf of the Corporation may be signed by the President or a Vice-President, together with the Secretary or any other director. Any contract or obligations 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. Despite any provisions to the contrary contained in the By-laws of the Corporation, the board may at any time and from time to time direct the manner in which and the person or persons by whom any particular deed, transfer, contract or obligation or any class of deed, transfer, contract or obligation of the Corporation may or shall be signed.

9. FINANCIAL YEAR

Until otherwise ordered by the board, the financial year of the Corporation shall end on the 31st day of December in each year or on such other day as the board by resolution may determine.

10. NOTICE

a. Method of Giving Notice by the Corporation to an Owner

A notice that is required to be given to an owner shall be delivered to the owner personally; or sent by prepaid mail addressed to the owner at the address for service that appears in the Register; or sent by facsimile transmission, electronic mail or any other method of electronic communication if the owner agrees in writing that the Corporation may give the notice in this manner; or delivered at the owner's unit or at the mail box for the unit, unless Corporation has received a written request from the owner that the notice not be given in this manner or the address for service that appears in the Register is not the address of the unit of the owner.

Any notice, communication or other document to be given by the Corporation to any other person entitled to notice and who is not an owner shall be given or delivered to such person in the manner set out in this paragraph to the address shown for him/her on the Register.

Any notice, communication or document delivered personally or by facsimile or by electronic mail shall be deemed to have been received on the date of delivery to the address aforesaid; a notice, communication or document mailed by pre-paid regular mail shall be deemed to have been received and to be effective on the fourth business day following the day on which it was mailed.

b. Method of Giving Notice by the Corporation to a Mortgagee

A notice that is required to be given to a mortgagee shall be delivered to the mortgagee personally; or sent by prepaid mail addressed to the mortgagee at the address for service that appears in the Register; or sent by facsimile transmission, electronic mail or any other method of electronic communication if the mortgagee agrees in writing that the Corporation may give the notice in this manner.

Any notice, communication or document delivered personally or by facsimile or by electronic mail shall be deemed to have been received on the date of delivery to the address aforesaid; a notice, communication or document mailed by pre-paid regular shall be deemed to have been received and to be effective on the fourth business day following the day on which it was mailed.

c. Notice to the Board or Corporation

Any notice, communication or other document to be given to the board or Corporation shall be sufficiently given if mailed by prepaid ordinary mail or air mail in a sealed envelope addressed to it at the address for service of the Corporation set out in the Declaration. Any notice, communication or document so mailed shall be deemed to have been given on the first business day after it is deposited in a post office or public letter box.

d. Omissions and Errors

Subject to the provisions of 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 held pursuant to such notice or otherwise founded thereon.

11. ASSESSMENT AND COLLECTION OF COMMON EXPENSES

a. Duties of the Board

All expenses, charges and costs of maintenance or replacement 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. Each owner shall be obliged to pay to the Corporation or as it may direct the amount of such assessment in equal monthly payments on the first day of each and every month next following delivery of such assessment until such time as a new assessment shall have been delivered to such owner.

b. Duties of the Board Respecting Reserve Fund

In addition the board shall make provision for the reserve fund in the annual budget for major repair and replacement of common elements and assets of the Corporation. The Corporation shall establish and maintain the reserve fund and shall collect from the owners as part of their contribution towards the common expenses, amounts that the board determines sufficient for such major repair and replacement calculated on the basis of expected repair and replacement costs and life expectancy of the common elements and assets of the Corporation. The board shall advise each owner promptly in writing of the total amount of common expenses payable by each owner respectively and shall give copies of each budget on which such common expenses are based to all owners and mortgagees entered on the Register in accordance with the By-laws of the Corporation.

c. Owner's Obligations

Each owner shall be obliged to pay to the Corporation the amount of common expenses assessed against such owner, in equal monthly payments on the first day of each and every month for the 12 month period or other period of time to which such assessment is applicable, until such time as a new assessment is given to such owner. If the board so directs, each owner shall forward to the Corporation forthwith a series of 12 post dated cheques or such lesser number of cheques, if applicable, covering the monthly common expenses payable during the period to which such assessment relates. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any rules and regulations of the Corporation in force from time to time by any unit owner, or by an owners' family, or by an owner's invitees or licensees or tenants, 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.

d. Extraordinary Expenditures

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, in addition to the annual assessment, by the board serving notices of such further assessment on all owners. Such notice of extraordinary assessment shall include a written statement setting out the reasons for extraordinary assessment, and the extraordinary assessment shall be payable by each owner within 10 days after the delivery of the notice to such owner, or within such further period of time and in such instalments as the board may determine. Such extraordinary assessment may be recovered by the Corporation against any owner in the same manner as common expenses.

e. Conveyance of Unit

No owner shall be liable for the payment of any part of the common expenses assessed against his/her unit prior to a transfer by him/her of such unit but payable subsequently, provided that he/she has given notice of such assessment to the transferee of the unit.

f. Default in Payment of Assessment

- i) Arrears of payments required to be made under the provisions of this Article 11 shall bear interest at a rate of 18% per annum and shall be compounded monthly until paid. Cheques submitted by an owner that are not honoured by the bank or financial institution upon which they are drawn shall be subject to an administration charge as determined by the board in its discretion from time to time.
- ii) In addition to any remedies or liens provided by the *Act*, if the owner is in default in payment of an assessment levied against him/her for a period of 15 days, the board may bring legal action for and on behalf of the Corporation to enforce collection thereof and there shall be added to any amount found due all costs of such action including costs as between a solicitor and his/her own client.
- iii) Any interest, charges or expenses payable by an owner to the Corporation hereunder may be recovered by the Corporation from such owner in the same manner as common expenses.

12. DEFAULT

a. Notice of Unpaid Common Expenses

The Corporation whenever requested in writing by:

- i) any person acquiring an interest in a unit from an owner entered on the Register; or
- ii) any owner or mortgagee entered on the Register;

shall promptly report within 7 days in writing any then unpaid common expenses due from, or any other default by, any owner, and any common expenses assessed or other money claims by the Corporation against any owner, such report to be binding on the Corporation as of the date it is given.

b. Notice of Default

The Corporation, when giving notice of a default in payment of common expenses or of any other default, shall concurrently send a copy of such notice to each mortgagee of such unit to the owner of a unit who is entered on the Register and who has requested that such notices be sent to him/her.

13. PROCEDURES FOR MEDIATING DISPUTES

a. Mediation and Arbitration

For the purposes of complying with sections 125 and 132 of the *Act* (if and where applicable), the procedure with respect to the mediation and arbitration 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 and arbitration attached as Appendix A to this By-law.

14. MISCELLANEOUS

a. Severability

The invalidity in whole or in part of any article or articles, paragraph or paragraphs, or clause or clauses contained in this by-law shall not affect the validity of the remaining portions of such article or articles, paragraph or paragraphs, or clause or clauses of this by-law.

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b. Interpretation

In this by-law and all other By-laws of the Corporation, unless the context otherwise requires, words importing the singular number only shall include the plural and vice versa; words importing the masculine gender shall include the feminine and neuter gender and vice versa; and words importing person shall include companies, corporations, partnerships and any number or aggregate of persons.

Whenever reference is made in this by-law to any statute or section thereof, such reference shall be deemed to extend and apply to any amendments to the said statute or section or re enactment thereof as the case may be.

c. Headings

The headings in the body of this By-law No. 1 form no part of this by-law, but shall be deemed to be inserted for the convenience of reference only.

d. Waiver

No restrictions, conditions, obligations or provisions contained in this by-law or any amendments to 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 of such restrictions, conditions, obligations or provisions which may occur.

e. Amendments

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

The foregoing By-law No. 1 is enacted by the directors of the Corporation, in accordance with the *Condominium Act*, 1998, as evidenced by the respective signatures of all of the directors.

DATED at Toronto, this 9th day of March, 2011.

TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 2136

Per: _____

Name: Blanka Simeckova
Title: President

Per: _____

Name: Vicenta Blake
Title: Secretary

We have authority to bind the Corporation

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APPENDIX A TO BY-LAW NO. 1

MEDIATION / ARBITRATION PROCEDURE

(the Procedure)

A. Pre-Mediation Procedure

1. Before 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* (the *Act*), as set out below, and within 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 negotiations to be conducted in good faith at such meeting. If the parties are able to agree upon the selection of a neutral person, who may include the Corporation's property manager and/or another person acceptable to both parties, then the meeting shall include such neutral person and shall be conducted with a view to resolving the question or matter in dispute without further proceedings, including the conduct of mediation with the assistance of an outside mediator.
2. 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 after the date of the initial meeting 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.

B. Initiating the Mediation Procedure

1. If a disagreement arises that is required by s. 132 of the *Act* to be submitted to mediation, and if the parties have been unable to resolve the disagreement in accordance with the steps set out above, in the immediately preceding two paragraphs, then either party (the Initiating Party) may serve the other party (the Responding Party) with a document entitled "Notice of Mediation," which may be in the form attached to this Procedure as Schedule A and which shall set out:
 - a. a statement, no longer than two pages, containing a brief description of the disagreement and why the Initiating Party requests the mediation (the Issue Statement);
 - b. the Initiating Party's choice of mediator, which shall be made from a list of at least ten mediators that the Corporation shall maintain at all times; and
 - c. three proposed dates for the mediation within the next following 30 days and advice to the Responding Party that the Responding Party may choose any one of those dates within 5 days from the date of the Notice of Mediation, failing which the first date shall apply.
2. Prior to sending the Notice of Mediation, the Initiating Party must confirm the availability of the mediator for each of the three proposed dates in the Notice of Mediation.
3. If none of the mediators on the Corporation's list is available within that 30-day period, then the Initiating Party may choose any accredited mediator.

C. Time Limits for the Hearing of the Mediation

1. The mediation shall be held within 30 days after the date of the service of the Notice of Mediation, except that if there are emergency cases, where safety or other issues that threaten the safety of persons or property are involved, then the mediation may be held sooner. Whether a matter threatens the safety of persons or property shall be a decision that will be determined solely by the Corporation or any of its agents.

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D. Documents and Discovery

1. There shall be no discovery process, except that, along with the Notice of Mediation, the Initiating Party shall submit the Issue Statement. If the Initiating Party intends to rely on any documents, then a summary of each such document, identifying each document, its author, its date of creation, and a brief summary of its contents, shall accompany the Notice of Mediation and the Initiating Party's Issue Statement.
2. The Responding Party shall submit a statement responding to the Issue Statement (the Response), which shall be no longer than two pages and must be submitted within 10 days from the date of the Notice of Mediation. If the Responding Party intends to rely on any documents, then a summary of each such document, identifying each document, its author, its date of creation and a brief summary of its contents, shall accompany the Response.

E. The Mediator's Fees

1. The mediator's fees for participating in the mediation of the disagreement shall be borne equally between the parties, unless a settlement agreement between the parties, or the mediator, specifies otherwise. In any event, the Corporation shall be primarily responsible for paying the mediator's account, and shall seek reimbursement from the parties. The parties, regardless of whether an owner or a tenant, shall reimburse the Corporation within seven days of a written request for reimbursement, failing which, the default in payment shall be deemed to be an award of costs pursuant to s. 134(5) of the *Act*.

F. The Mediation

1. The mediation meeting shall not last longer than one-half day (approximately three hours), unless the parties agree to a longer time.
2. If the mediator determines that there will not be a mediated settlement between the disputing parties, then the mediator may set out any disagreement or statement of issues between the parties, which shall be considered by the arbitrator.

G. Notice of Arbitration

1. The matter shall proceed to arbitration on the earlier of:
 - a. 60 days that immediately next follow the date on which the Initiating Party serves the Notice of Mediation, if the parties have not selected a mediator within that time period; and
 - b. 30 days that immediately next follow the date on which the mediator delivers notice to the parties indicating that the mediation has failed.
2. If a matter is required by s. 132 of the *Act* to be submitted to arbitration, either because of the failure of mediation or for another reason, then either party (the Initiating Party) may serve the other party (the Responding Party) with a document entitled "Notice of Arbitration," which may be in the form attached to this Procedure as Schedule B and which shall set out:
 - a. a brief statement as to the disagreement and why the Initiating Party requests the arbitration;
 - b. the Initiating Party's choice of arbitrator, which shall be made from a list of at least ten arbitrators that the Corporation shall maintain at all times; and
 - c. three proposed dates for the arbitration within the 30 days that immediately next follow the date of the Notice of Arbitration and advice to the Responding Party that the Responding Party may choose any one of those dates within 5 days from the date of the Notice of Arbitration, failing which the first date shall apply.
3. Prior to sending the Notice of Arbitration, the Initiating Party must clear the availability of the arbitrator for each of the three proposed dates in the Notice of Arbitration.

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4. If none of the arbitrators on the Corporation's list is available within that 30-day period, then the Initiating Party may choose any accredited arbitrator.
5. Subject to any statement by the mediator regarding the disagreement or issues between the disputing parties, the Issue Statement and Response submitted by the parties in the mediation shall form the basis of the arbitration issues. Copies of the Issue Statement and Response shall be attached to and form part of the Notice of Arbitration.

H. Arbitration Procedure

1. The arbitration hearing must be held within 30 days after the service of the Notice of Arbitration.
2. The Initiating Party shall be responsible for arranging a court reporter for the arbitration, and the costs of the court reporter shall be dealt with as a cost of the arbitration.
3. Any documents that a party to the arbitration intends to rely on must be given to the other party within 10 days that immediately next follow the date on which the service of the Notice of Arbitration is effective. No new documents may be introduced in the arbitration that were not introduced in the mediation, if applicable, save and except for:
 - a. documents that the arbitrator determines could not be or were not reasonably available as of the date of mediation; and
 - b. such documents as the arbitrator determines, in the arbitrator's sole discretion, are required for the proper determination of the dispute.
4. The arbitrator's fees and other costs associated with the arbitration, such as, but not limited to, court reporter's fees, shall be divided equally between the parties, unless otherwise agreed, but the Corporation shall be primarily responsible for paying the arbitrator's account. Each party, regardless of whether an owner or tenant, shall reimburse the Corporation within seven days of a written request for reimbursement, failing which, the default in payment shall be deemed to be an award of costs pursuant to s. 134(5) of the *Act*.
5. Within 10 days after the date on which service of the Notice of Arbitration is effective, if a party intends or requests that evidence be called on a certain point because of a disagreement as to the facts, then that party shall notify the other party.
6. Parties shall exchange witness lists, together with a short statement containing the summary of each witnesses' evidence, no later than 5:00 p.m. seven calendar days prior to the date of the hearing of the arbitration.
7. At the arbitration hearing, any fact in dispute in the Issue Statement and/or Response shall be determined by the arbitrator pursuant to oral testimony and/or documentary evidence.
8. The arbitrator may determine any matters of procedure for the arbitration not specified herein.
9. In all other respects, the *Arbitration Act*, 1991 and any amendments to it apply.
10. The arbitrator shall, after hearing any evidence and representations that the parties may submit, make his/her decision and reduce same to writing as quickly as possible, but in any event no later than 30 days after the completion of the hearing, and deliver one copy of his/her decision to each of the parties.

I. General Provisions

1. Statutory References -- Any reference to a section or sections of the *Act* in this Procedure shall be read and construed as a reference to the identical or similarly appropriate section or sections (as the case may be) of any successor legislation to the *Act*.
2. Waiver -- No restriction, condition, obligation or provision contained in this Procedure 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.

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3. Notices -- The provisions in By-law No. 1 of the Corporation pertaining to the methods of, and the calculation of time for, the service of notices shall apply to the service or delivery of a notice or document permitted or required under this Procedure.
4. Headings -- The headings in the body of this Procedure form no part of the Procedure, but shall be deemed to be inserted for convenience of reference only.
5. Gender -- The use of the masculine gender in this Procedure 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.
6. Severability -- Each of the provisions of this Procedure shall be deemed to be independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity or enforceability of the remainder of this Procedure.

SCHEDULE A TO APPENDIX A OF BY-LAW NO. 1

NOTICE OF MEDIATION

DATE:

TO:

FROM:

RE:

1. Mediator: _____

2. Proposed Dates and Time for Mediation:

a. _____

b. _____

c. _____

You have five days from the date of the Notice of Mediation to select one of the above-noted dates, and if you do not make any selection, then the first date shall apply.

3. Location of Mediation: _____

4. Issue Statement

(The Issue Statement is to be attached to this Notice and labeled as Schedule A.)

5. Documents:

(If you are relying on any documents, then a summary of each document must be set out below or in an attached schedule. Each summary must include the date of the document's creation, its author and a brief summary of its contents.)

SCHEDULE B TO APPENDIX OF BY-LAW NO. 1

NOTICE OF ARBITRATION

DATE:

TO:

FROM:

RE:

1. This matter is proceeding to arbitration because: (Place an "X" to Check off the appropriate response)

() 60 days have passed from the date on which the Notice of Mediation was served, a copy of which is attached to this Notice, and the parties have not selected a mediator; or

() 30 days have passed from the date on which the mediator delivered notice indicating that the mediation has failed. A copy of the mediator's notice is attached to this Notice.

2. Arbitrator: _____

3. Proposed Dates and Time for Arbitration

a. _____

b. _____

c. _____

You have five days from the date of the Notice of Arbitration to select one of the above-noted dates, and if you do not make any selection, then the first date shall apply.

4. Location of Arbitration: _____

Copies of the Issue Statement and Response (if any) are attached to this Notice of Arbitration and form part of it.



Document General

Form 4 - Land Registration Reform Act

D

FOR OFFICE USE ONLY

AT 2640438

CERTIFICATE OF RECEIPT
RÉCÉPISSÉ
TORONTO (66)

2011-03-11

(255)

New Property Identifiers

Additional:
See
Schedule ☐

Executions

Additional:
See
Schedule ☐(1) Registry ☐ Land Titles ☒ (2) Page 1 of 2 pages(3) Property Identifier(s) Block Property
76136-0001 to 76136-1166Additional:
See
Schedule ☐(4) Nature of Document
CERTIFICATE IN RESPECT OF A BY-LAW, BY-LAW NO.2,
(Under subsection 56(9), Condominium Act, 1998)

(5) Consideration

Dollars \$ Nil

(6) Description

All Units and Common Elements comprising the
property included in Toronto Condominium Plan
No. 2136, City of Toronto
Land Registry Office for the Land Titles
Division of Toronto No. 66(7) This
Document
Contains:(a) Redescription
New Easement
Plan/Sketch ☐(b) Schedule for:
Description ☐Additional
Parties ☐Other ☒

(8) This Document provides as follows:

See Schedule for Certificate and By-law No. 2.

(9) This Document relates to Instrument number(s).

Continued on Schedule ☒(10) Party(ies) (Set out Status or Interest)
Name(s)TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 2136WE HAVE AUTHORITY TO
BIND THE CORPORATION

Signature(s)

Per: *Blanka Simeckova*
Name: Blanka Simeckova
Title: PresidentDate of Signature
Y M D
2011 03 09Per: *Vicenta Blake*
Name: Vicenta Blake
Title: SecretaryDate of Signature
Y M D
2011 03 09(11) Address Management Office, c/o Brookfield Residential Service Inc.
for Service 61 Heintzman Street, Toronto, ON M6P 5A2(12) Party(ies) (Set out Status or Interest)
Name(s)

Signature(s)

Date of Signature
Y M D(13) Address
for Service

(14) Municipal Address of Property

60-61 Heintzman Street
Toronto, Ontario

(15) Document Prepared by:

Celia Chandler
Iler Campbell LLP
150 John Street, 7th Floor
Toronto, Ontario M5V 3E3
B: 416-598-0103 F: 416-598-3484

File #: B6038

FOR OFFICE USE ONLY

Fees and Tax

Registration Fee

Total

2

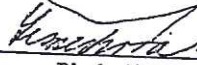
CERTIFICATE IN RESPECT OF A BY-LAW
(under subsection 56(9) of the *Condominium Act, 1998*)

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2136 (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 9th day of March, 2011.

TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 2136

Per: 
Name: Blanka Simeckova
Title: President

Per: 
Name: Vicenta Blake
Title: Secretary

We have authority to bind the Corporation

3

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2136

BY-LAW NO. 2

A by-law respecting the borrowing of money,
the issuing of securities and the securing of
liabilities by the Corporation.

BE IT ENACTED as a by-law of TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 2136 (the Corporation) as follows:


The directors of the Corporation may from time to time:

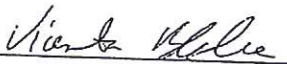
- (a) borrow money on the credit of the Corporation;
- (b) charge, mortgage, hypothecate or pledge all or any of the real or personal property of the Corporation, including book debts and unpaid calls, rights, powers, franchises and undertakings to secure any such securities or other money borrowed, or other debts, or any other obligation or liability of the Corporation;
- (c) delegate to such one or more of the officers and directors of the Corporation as may be designated by the directors all or any of the powers conferred by the foregoing clauses of this by law to such extent and in such manner as the directors shall determine at the time of such delegation; and
- (d) give indemnities to any director or other person who has undertaken or is about to undertake any liabilities on behalf of the Corporation or any corporation controlled by it, and secure any such director or other person against loss by giving him/her by way of security a mortgage or charge upon the whole or any part of the real and personal property, undertaking and rights of the Corporation;

provided that any borrowing of money in excess of the sum of \$5,000.00 for any one occurrence shall require the approval of the Owners owning a majority of the units, at a duly called meeting.

DATED at Toronto, this 9th day of March, 2011.

TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 2136

Per: 
Name: Blanka Simeckova
Title: President

Per: 
Name: Vicenta Blake
Title: Secretary

We have authority to bind the Corporation

FOR OFFICE USE ONLY

AT **4664747**
CERTIFICATE OF RECEIPT
RÉCEPISSE
TORONTO (66)

AUG 25 2017 15:01

LAND REGISTRAR

Katherine Lee

New Property Identifiers

Additional:
See
Schedule ☐

Executions

Additional:
See
Schedule ☐

(1) Registry ☐

Land Titles ☒

(2) Page 1 of 7 pages

(3) Property
Identifier(s)

Block

Property

76136-0001 to 76136-1482 (inclusive)

Additional:
See
Schedule ☒

(4) Nature of Document

By-law No. 3

(S.56(9) of the Condominium Act, 1998)

(5) Consideration

TWO Dollars \$ 2.00

(6) Description

All units and common elements on all levels comprising Toronto
Standard Condominium Plan No. 2136
City of Toronto
Land Titles Division of Toronto (No. 66)

(7) This
Document
Contains:

(a) Redescription
New Easement
Plan/Sketch ☐

(b) Schedule for:

Description ☐ Additional
Parties ☐ Other ☒

(8) This Document provides as follows:
See By-Law and Schedules attached.

Continued on Schedule ☒

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

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

Name(s)

Toronto Standard Condominium Corporation No. 2136
By its solicitors, Fine & Deo

Signature(s)

Date of Signature
Y M D

Per: *Mihai Daniel Pasco*
Mihai Daniel Pasco
I have authority to bind the corporation

2017 08 24

(11) Address
for Service c/o Management Office
61 Heintzman Place, Toronto, Ontario, M6P 5A1

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

Name(s)

Signature(s)

Date of Signature
Y M D

(13) Address
for Service

(14) Municipal Address of Property

Multiple

(15) Document Prepared by:

Mihai Daniel Pasco
Fine & Deo
3100 Steeles Avenue West
Suite 300
Vaughan, Ontario
L4K 3R1

Fees and Tax

Registration Fee

Total

Form 11
Condominium Act, 1998

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

Toronto Standard Condominium Corporation No. 2136 (known as the "Corporation") certifies that:

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

Dated this 9 day of August, 2017.

Toronto Standard Condominium Corporation No. 2136

By: [Signature]
Name: Gaye Hardiman
Title: President

I have authority to bind the Corporation.

By: [Signature]
Name: Aleda Ayed
Title: Secretary

I have authority to bind the Corporation.

SCHEDULE "A"

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2136

BY-LAW NO. 3

WHEREAS the board of directors may by by-law determine what constitutes a standard unit for the units within the corporation, for the purpose of determining the responsibility for repairing improvements after damage and insuring same;

Be it enacted as a by-law of Toronto Standard Condominium Corporation No. 2136, (hereinafter referred to as "**Corporation**") as follows:

1. **Purpose:** The purpose of this by-law is to determine what constitutes an improvement to a unit, with respect to subsections 89(2)(3) and 99(2)(3) the *Condominium Act, 1998* S.O. (the "**Act**"). This by-law in no way purports to amend or affect the definition of the units as prescribed by Schedule "C" of the Corporation's declaration or any obligations or responsibilities prescribed by the Corporation's declaration.
2. **Residential Unit Class:** The standard unit for all the "residential units", being Units 1 to 14 inclusive on Level 1, Units 1 to 24 inclusive on Levels 2 and 3, Units 1 to 41 inclusive on Level 4, Units 1 to 43 inclusive on Levels 5 to 9 inclusive, Units 1 to 42 inclusive on Levels 10 and 11, and Units 1 to 29 inclusive on Levels 12 to 16 inclusive, Units 1 to 17 inclusive on levels 17 to 19 inclusive, and Units 1 to 9 inclusive on Levels 20 to 24 inclusive, as identified in Schedule "C" of the Corporation's declaration (as amended), shall consist of those items as listed in **Schedule "A1"** attached hereto (the "**Residential Unit Class - Standard Unit**"), subject to the following provisions:
 - (i) any of the materials listed in **Schedule "A1"** may be replaced with a material that is of similar or better quality and finish, should the original materials not be available for any reason. Should a dispute arise with respect to same, the final and unfettered determination shall be that of the board of directors;
 - (ii) should a dispute or disagreement arise over the quality and/or finish of any item listed in **Schedule "A1"** the final and unfettered determination of same shall be reserved to the board of directors; and,
 - (iii) the Residential Unit Class - Standard Unit shall not include any flooring material (unless otherwise provided for in **Schedule "A1"**) and/or any light fixtures (unless otherwise provided for in **Schedule "A1"**).Anything not included as part of the Residential Unit Class - Standard Unit shall be deemed to be an improvement made to a unit, as that term is defined by Sections 89 and 99 of the *Act*.
3. **Retail Unit Class:** The standard unit for the "Retail Units" (being Units 1 to 5 inclusive on Level A, as set out in Schedule "C" of the Corporation's declaration), shall not include anything that falls within the boundaries of those units as described in said section. Anything not included as part of the Retail Unit Class shall be deemed to be an improvement made to a unit, as that term is defined by sections 89 and 99 of the *Act*.
4. **Commercial Unit Class:** The standard unit for the "Commercial Unit" (being Unit 6 on Level A, as set out in Schedule "C" of the Corporation's declaration), shall not include anything that falls within the boundaries of the unit as described in said section. Anything not included as part of the Commercial Unit Class shall be deemed to be an improvement made to a unit, as that term is defined by sections 89 and 99 of the *Act*.
5. **Parking Unit Class:** For the purposes of this by-law the standard unit for the "Parking Units" (being Units 7 to 46 inclusive, Units 49 to 75 inclusive, Units 77 to 175 inclusive, Unit 186 and Unit 187 on Level A, Units 10 to 125 inclusive on Level B, Unit 15 on Level 1, Units 25 to 63 inclusive on Level 2, and Units 25 to 29 inclusive and Units 46 to 106 inclusive on Level 3, as identified in Schedule "C" of the Corporation's declaration), shall not include anything that falls within the boundaries of those units as described in said section (the "**Parking Unit Class - Standard Unit**"). Anything not included as part of the Parking Unit Class - Standard Unit shall be deemed to be an improvement made to a unit, as that term is defined by sections 89 and 99 of the *Act*. Notwithstanding the foregoing, any common topcoat, as determined by the board in its discretion, that may be located within the boundaries of the parking units, shall specifically form part of the Parking Unit Class - Standard Unit.

6. **Parking/Bicycle Storage Unit Class:** For the purposes of this by-law the standard unit for the "Parking/Bicycle Storage Units" (being Units 47, 48, 76 and 176 to 185 inclusive on Level A, Units 1 to 9 inclusive and Unit 126 on Level B and Units 30 to 45 inclusive on Level 3, as identified in Schedule "C" of the Corporation's declaration), shall not include anything that falls within the boundaries of those units as described in said section (the "**Parking/Bicycle Storage Unit Class - Standard Unit**"). Anything not included as part of the Parking/Bicycle Storage Unit Class - Standard Unit shall be deemed to be an improvement made to a unit, as that term is defined by sections 89 and 99 of the *Act*. Notwithstanding the foregoing, any common topcoat, as determined by the board in its discretion, that may be located within the boundaries of these units, shall specifically form part of the Parking/Bicycle Storage Unit Class - Standard Unit.
7. **Locker Unit Class:** For the purposes of this by-law the standard unit for the "locker units" (being Units 188 to 311 inclusive on Level A, Units 127 to 311 inclusive on level B, Units 64 to 116 inclusive on Level 2 and Units 107 to 148 inclusive on Level 3), as identified in Schedule "C" of the Corporation's declaration, shall not include anything that falls within the boundaries of those units as described in said section (the "**Locker Unit Class - Standard Unit**"). Anything not included as part of the Locker Unit Class - Standard Unit shall be deemed to be an improvement made to a unit, as that term is defined by sections 89 and 99 of the *Act*.
8. **Corporation Asset Unit Class:** If the Corporation at any time owns any unit(s), then the said unit(s) shall, only for the duration that the Corporation retains ownership of same, be classified as the "**Corporation Asset Unit Class - Standard Unit**". The Corporation Asset Unit Class - Standard Unit shall include everything that falls within the boundaries of said unit(s), as those boundaries are described by the Corporation's declaration, excluding any and all chattels therein unless specifically determined otherwise by the board from time to time, by resolution.
9. **Severability:** Each of the provisions of this by-law shall be deemed to be independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity or enforceability of the remainder of this by-law.
10. **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.
11. **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.
12. **Headings:** The headings in the body of this by-law form no part hereof but shall be deemed to be inserted for convenience of reference only.
13. **Statutory References:** Any references to a section or sections of the *Act* in this by-law (or in any by-laws or rules hereafter enacted by the Corporation) shall be read and construed as a reference to the identical or similarly appropriate section or sections (as the case may be) of any successor legislation to the *Act*.

The foregoing by-law is hereby enacted as By-law No. 3 of Toronto Standard Condominium Corporation No. 2136, said by-law having been passed by the board of directors on the 15 day of November, 2016, and duly approved by the owners of a majority of the units of the Corporation voting in favour of confirming it on the 14 day of July, 2017, without variation, pursuant to the provisions of the *Condominium Act, 1998*, S.O.

DATED this 9 day of August, 2017.

Toronto Standard Condominium Corporation No. 2136

By: [Signature]
Name: Gaye Hardiman
Title: President

I have authority to bind the Corporation

By: [Signature]
Name: [Signature]
Title: Secretary

I have authority to bind the Corporation

SCHEDULE "A₁" STANDARD UNIT

SUITE

- Paint - all interior walls painted white with latex paint (one coat), except for kitchen, bathrooms, and all woodwork and trim which are painted white with semi-gloss paint (one coat). White stippled ceilings in all living areas, except kitchen, laundry area, and bathrooms, which are smooth finished and painted with white semi-gloss paint
- Interior doors/closets - hollow-board doors, painted white (one coat) with brushed nickel-finish hardware
- Baseboards and trim - 2 inch painted (white) finger joint pine
- All plumbing, electrical, and venting conduits that fall within the unit boundaries as those boundaries are described by the Corporation's declaration
- Walls - all interior walls are finished in 1/2 inch drywall
- Ceilings - all ceilings are finished in 1/2 inch drywall
- All load-bearing structural concrete columns, sub-floors, partitions, along with all plumbing, electrical, and venting conduits, that form part of the unit as described by the Corporation's declaration
- Windows, including frames; exterior doors and frames

FLOOR COVERINGS

- Not applicable

KITCHEN

- Counter top - high quality laminate
- Back-splash - 3 1/4 inch laminate back splash
- Sink - double stainless steel sink with single lever chrome faucet
- Shut off valve for faucet
- Cabinets - laminate cabinets
- Standard stove outlet
- Switches and electrical outlets- white Decora-style electrical throughout

MASTER/ENSUITE BATHROOM

- Vanity, sink, counter top and faucet - high quality laminate counter top, high quality laminate vanity, oval enamel sink white in colour, with chrome goose neck lever faucet
- Bathtub - white acrylic tub, with basic 8 inch X 13 inch ceramic tile tub surround (of owner's colour selection) to ceiling, with chrome faucet & handles and shower head
- Toilet - white two piece, with lined tank
- Switches and electrical outlets -white Decora-style electrical throughout
- Lock - privacy lock on bathroom door

SECOND BATHROOM (if applicable)

- Vanity, sink, counter top and faucet - high quality laminate counter top, high quality laminate vanity, oval enamel sink white in colour, with chrome goose neck lever faucet
- Bathtub - white acrylic tub, with basic 8 inch X 13 inch ceramic tile tub surround (of owner's colour selection) to ceiling, with chrome faucet & handles and chrome shower head and handles & pressure balanced water temperature controls
Or
- Shower - separate shower with full height basic 8 inch X 13 inch ceramic tile surround (of owner's colour selection) and glass enclosure, chrome shower head and handles & pressure balanced water temperature controls

- Toilet - white two piece with lined tank
- Switches and electrical outlets -white Decora-style electrical throughout
- Lock - privacy lock on bathroom door

LIVING AREAS & BEDROOMS

- Ceiling outlet - capped in dining area
- Switches and electrical outlets - white Decora-style electrical throughout
- Telephone outlets – two per suite in rooms of the owner's choice
- TV outlets - co-axial cable outlets, two per suite in rooms of the owner's choice
- High speed internet access - two outlets per suite in rooms of the owner's choice

LAUNDRY AREA

- Heavy duty wiring and receptacle for dryer
- Drains and water hookups with shut-off valves for washer

COMFORT SYSTEMS

- Heating and cooling - individually controlled fan coil units with programmable thermostat
- Kitchen, bathroom and dryer vents, vented to the exterior

SUITE SAFETY AND SECURITY

- Alarm - on ground floor and south facing 4th floor suites only, suite intrusion alarm on interior entry door and on all exterior windows and doors.
- Smoke detector as required by applicable statute, regulation or code - minimum one per suite.
- Heat detector - minimum one per suite
- Carbon monoxide detector as required by applicable statute, regulation or code

TECHNICAL FEATURES

- Individual electrical service panel with circuit breakers
- Individual suite thermal and hydro metering

Document General

Form 4 - Land Registration Reform Act

D

FOR OFFICE USE ONLY

Number AT5819111
CERTIFICATE OF REGISTRATION

August 3, 2021
14:25

80
Office:

[Signature]
Land Registrar

New Property Identifiers

Additional:
See
Schedule ☐

Executions

Additional:
See
Schedule ☐

(1) Registry ☐ Land Titles ☒

(2) Page 1 of 3 pages

(3) Property Identifier(s) Block Property
76136-0001 to 76136-1482 (inclusive)

Additional:
See
Schedule ☐

(4) Nature of Document
By-law No. 4 (under subsection 56(9) of the
Condominium Act, 1998)

(5) Consideration

NIL

Dollars \$ NIL

(6) Description

All units and common elements comprising the property
included in Toronto Standard Condominium Plan No. 2136
City of Toronto
Land Titles Division of Toronto (No. 80)

(7) This
Document
Contains:

(a) Redescription
New Easement
Plan/Sketch ☐

(b) Schedule for:

Description ☐ Additional
Parties ☐ Others ☒

(8) This Document provides as follows:

See Schedule for By-law No. 4 and Certificate

Continued on Schedule ☒

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

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

Name(s)

Toronto Standard Condominium Corporation No. 2136

Signature(s)

Per:

[Signature]

Date of Signature

Y M D
2021 08 03

(Applicant) By its solicitors, Shibley Righton LLP

Peter Neilson

I have the authority to bind the Corporation

(11) Address
for Service

c/o Management Office, 61 Heintzman Place, Toronto, ON M6P 5A1

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

Name(s)

Signature(s)

Date of Signature

Y M D

(13) Address
for Service

(14) Municipal Address of Property

Multiple

(15) Document Prepared by:

Shibley Righton LLP
700 - 250 University Avenue
Toronto, ON M5H 3E5
(File No. 2211657)

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Fees and Tax

Registration Fee	76.15
Total	76.15

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

Condominium Act, 1998

Toronto Standard Condominium Corporation No. 2136

(known as the "Corporation") certifies that:

1. The copy of by-law number 4, attached as Schedule A, is a true copy of the by-law.
2. The by-law was made in accordance with the *Condominium Act, 1998*.
3. (Please check the statement that applies)

☐ [Fillable check box] The owners of a majority of the units in the Corporation have voted in favour of confirming the by-law with or without amendment (if clause 56 (10) (a) of the *Condominium Act, 1998* applies but subsection 14 (2) of Ontario Regulation 48/01 does not apply).

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

4. (Please check the following statement, if the by-law is a joint by-law under section 59 of the *Condominium Act, 1998*)

☐ [Fillable check box] The by-law is a joint by-law made under section 59 of the *Condominium Act, 1998*

and is not effective until the corporations that made it, being....., have each registered a copy of the joint by-law in accordance with subsection 56 (9) of the *Condominium Act, 1998*.

Dated this 22 day of July, 2021,

Toronto Standard Condominium Corporation No. 2136

(signature) Loranne Weston (print name) Loranne Weston

I have the authority to bind the corporation.

(signature) Betty Dondertman (print name) BETTY DONDERTMAN

I have the authority to bind the corporation.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2136

BY-LAW NO. 4

ELECTRONIC MEETING AND VOTING BY-LAW

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

THEREFORE BE IT ENACTED as a by-law of Toronto Standard Condominium Corporation No. 2136 (the "**Corporation**") as follows:

1. **Owners' meetings held by electronic means:** In accordance with Section 14(0.1)(p) of Ontario Regulation 48/01, the Corporation may hold an owners' meeting by telephonic or electronic means (as defined in subsection 52(1.1) of the *Act*). The Corporation's Board, in its unfettered discretion, shall determine: (i) if the owners' meeting shall be held in-person only, by electronic and/or telephonic means only, or a combination thereof; (ii) the means by which owners and mortgagees may be present at the meeting or represented by proxy; and, (ii) the appropriate form of platform to be used for electronic or telephonic meetings.
2. **Electronic Voting at Owners' Meetings:** For the purposes of subsection 52(1)(b)(iii) of the *Act*, a recorded vote may be indicated by the unit owners by such telephonic or electronic means (as defined in subsection 52(1.1) of the *Act*) that the board of directors may establish in advance of any owners' meeting. Instruments appointing a proxy may be submitted in writing or by such telephonic or electronic means that the board of directors may establish in advance of any meeting of owners. Sections 1 and 2 of this by-law shall prevail over any conflicting provision in the Corporation's existing by-laws.
3. **Board Authority is Discretionary:** The authority established by this by-law is discretionary, and the board of directors is not obligated to hold any owners' meeting by telephonic or electronic means or permit recorded votes by telephonic or electronic means for any owners' meeting.
4. **Severability:** Each of the provisions of this by-law shall be deemed to be independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity or enforceability of the remainder of this by-law.
5. **Statutory References:** Any references to a section or sections of the *Act* or the Regulations in this by-law shall be read and construed as a reference to the identical or similarly appropriate section or sections (as the case may be) of any successor legislation and regulations to the *Act*.

The foregoing by-law is hereby enacted as By-law No. 4 of Toronto Standard Condominium Corporation No. 2136, said by-law having been passed by the board of directors on the 1 day of April, 2021, and duly approved by the requisite number of owners voting in favour of confirming it at a meeting of owners held on the 7 day of July, 2021, pursuant to the provisions of the *Condominium Act*, 1998 S.O. 1998 c.19.

DATED this 22 day of July, 2021

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2136

Per: Lorianne Weston
Name: LORIANNE WESTON
Title: PRESIDENT

Per: Betty Danderton
Name: Secretary
Title: Secretary

We have authority to bind the corporation.

RULES

TORONTO STANDARD CONDOMINIUM CORPORATION 2136

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The terms used in the Rules shall have ascribed to them the following definitions, as well as the definitions contained in the Condominium Act, 1998, (the "Act") and any amendments to it, and in the Declaration:

"Board" shall mean the board of directors of Toronto Standard Condominium Corporation No. 2136.

"Corporation" shall mean Toronto Standard Condominium Corporation No. 2136.

"Manager" shall mean the property manager of the Corporation.

"Owner" shall mean the owner(s) of a dwelling Unit of the Corporation and includes non-resident owners (defined below).

"Non-resident owner" shall mean the owner(s) of a dwelling Unit of the Corporation who does not reside in the Unit.

"Property" shall mean the lands and premises on which the Corporation is located.

"Resident" shall mean a person(s) living in a dwelling Unit of the Corporation, be they a tenant, guest, invitee or Owner of such Unit.

I. QUIET ENJOYMENT/NOISE/NUISANCE

1. Residents shall not create or permit the creation of or continuation of any noise or nuisance which, in the opinion of the board or the manager, may or does disturb the comfort or quiet enjoyment of the property by other owners, their families, guests, visitors, servants and persons having business with them.
2. Live music caused by any instrument or other device shall be allowed on the common elements only if authorized by the Board. No noise caused by any instrument or other device or otherwise, which in the opinion of the board may disturb the comfort of the owners, shall be permitted.
3. The Corporation and/or their Property Manager, Superintendent, and Security Personnel reserve the right to demand that unruly guests vacate the building and/or grounds without delay.
4. No noise, odour or offensive action shall be permitted to be transmitted from one Unit to another, or to the common elements. If the Board determines that any such noise, odour or offensive action is being transmitted to another Unit or to the common elements and that such noise, odour or offensive action is an annoyance or a nuisance or disruptive, then the Owner of such Unit shall, at his own expense, take such steps as shall be necessary to abate the noise, odour or offensive action to the satisfaction of the Board. If the Owner fails to abate the noise, odour or offensive action, the Board shall take such steps as it deems necessary to enforce this rule or abate the noise, odour or offensive action and the Owner shall be liable to the Corporation for all costs incurred by the Corporation in enforcing the rule and abating the noise, odour or offensive action, including legal fees on a solicitor and his or her own client basis, and which costs shall be collectible pursuant to the

Corporation's indemnification provisions in its declaration and pursuant to Rule IX, 1, herein.

5. No auction or other sales, or public events, or open houses, shall be allowed in any Unit or on the common elements without the prior written consent of the Board or Management. Any open house showing of a Unit is subject to the policies and procedures set out in the Corporation's Real Estate Agent/Agency Policy, which may be amended by the Board from time to time. All forms required pursuant to the Real Estate Agent/Agency policy must be completed in full prior to the date of the scheduled open house.

II. USE OF COMMON ELEMENTS

A. General

1. Other than as permitted by the Declaration, no one other than the declarant, its agents or their respective successors and/or assigns from time to time shall:
 - (a) Inscribe, paint, affix or place a sign, advertisement or notice; or
 - (b) Erect any awning, foil or shade, on any part of the inside or outside of the building or common elements, including windows, patios or balconies, whatsoever without the prior written consent of the board.
2. No auction sale shall be held on the property nor shall any garage sale be held on the property without prior written consent of the board, whose consent may be arbitrarily withheld.
3. No combustible or offensive goods, provisions or materials shall be kept on the property.
4. The sidewalks, entry, passageways, corridors and driveways used in common by the owners shall not be obstructed by any of the owners or used by them for any purpose other than for ingress and egress to and from their respective units or some other part of the common elements.
5. No one, other than the Corporation, the declarant or either of their authorized representatives, shall place or install fences on any part of the units or common elements without first obtaining the permission of the board.
6. No one shall harm, mutilate, destroy, alter or litter any of the landscaping work on the property, or adjoining lands including grass, trees, shrubs, hedges, flowers or flower beds.
7. No building or structure or tent shall be erected, and no trailer either with or without living, sleeping or eating accommodation shall be placed, located, kept or maintained on the common elements.
8. No Resident owner shall place, leave or permit to be placed or be left in or upon the common elements, including those of which he/she has the exclusive use, any debris, refuse or garbage except on days designated by the board or the manager as garbage pick-up days.

9. No one shall loiter on, damage, litter, or cause a nuisance or disturbance upon, the common elements, including but not limited to, the lobby and hallways. No one shall interfere with, hinder or obstruct the lawful use and enjoyment of the common elements by other Residents.
10. Nothing shall be thrown or swept out of the windows or doors, or off the balconies or terraces, and no mops, brooms, dusters, rugs, cigarettes or bedding shall be shaken or beaten from any window or door of a Unit, or any part of the common elements, including patios, terraces, and balconies.
11. No one shall place, leave or permit to be placed or left in or upon the common elements (including exclusive use common elements), any debris, refuse or garbage except in accordance with any policies posted or distributed relating to the use of the Corporation's garbage disposal and recycling facilities and any other restrictions or policies respecting disposal of garbage and recycling materials.
12. No hazardous waste (i.e. paint cans, thinners, and household cleaners) shall be disposed of with the garbage or recycling. All hazardous waste must be disposed of in accordance with municipal regulations or guidelines, and in accordance with any policies posted or distributed by the Corporation.
13. All household garbage deposited in the garbage chute shall be securely wrapped and tied in strong plastic bags before being deposited through the chute located in the refuse disposal room on each floor. No loose items are permitted to be deposited in the garbage chute. Residents are required to ensure that garbage bags are deposited correctly and drop down in to the collector bins.
14. No garbage shall be left on the floor of the garbage room or deposited in the recycling containers.
15. No cartons, boxes or crating used in packing or moving household furniture, appliances, etc., or construction material of any kind shall be disposed of in the garbage chute or left in the garbage room or on any part of the common elements. Residents are responsible for the removal and proper disposal of all of their debris, cartons, boxes or crating, and construction materials from the property. The pick-up of large appliances must be arranged by the Resident at their own expense.
16. Residents shall comply with all posted or distributed regulations regarding recycling and waste disposal and shall sort recyclable items into designated recycling bins.
17. No Resident or Owner shall injure, harass, threaten, initiate any defamatory, threatening, hateful or discriminatory statement or action, or participate in any illegal or harmful conduct, towards an Owner, Resident or the Corporation's employees, agents, contractors, service providers, or the Board, including but not limited to any conduct that is or would be contrary to the Ontario Human Rights Code, Ontario Occupational Health and Safety Act, or contrary to any policies or rules passed by the Board from time to time.
18. No Owner, Resident or their family, tenants, guests, invitees and agents shall interfere with the provision of services provided by the Manager, or any agent, employee, contractor or service provider of the Corporation, nor obstruct or interfere with the ability of the

Manager, or any agent, employee, contractor or service provider, to perform their services or carry out their work at or for the Corporation.

B. Multi-Purpose (Party) Rooms

1. Any Resident wishing to use the multi-purpose room may reserve online through www.heintzmanplace.ca or in person and shall leave an application form with the concierge or management office, together with a non-refundable fee, a damage deposit and a cheque to cover security costs, all as established by the board from time to time. The damage deposit shall be returned if the room is left in the same condition as it is found.
2. Reservations are confirmed only after payment is received. If cheque, deposit, and signed forms have not been received by the management office 14 days before the day of the event, the reservation will be automatically cancelled.
3. The Resident whose name is on the application is required to be present during the event. Any resident using the multi-purpose room or any other recreational facility or amenity area shall comply with all provisions of the application form filed with the management office and all such provisions are and shall be incorporated into the rules and regulations governing the use of the multi-purpose room.
4. The fee for the use of the Party room is applicable for private social parties, but it is waived for events, functions, and recurring activities that are open to residents, such as parent and baby groups, book clubs, etc., provided the event has been approved in advance by the Board of Directors. The activity in question must not be hazardous to the state and condition of the room or the quiet enjoyment of the condominium by other residents.
5. No Resident shall permit more persons to be present in the multi-purpose room or any other recreational facility than is allowed by the fire marshal's office, as indicated in the rental application.
6. No Resident shall permit noisy, rowdy, or raucous behaviour in or adjacent to the multi-purpose room or any other recreational facility or amenity area nor any behaviour or noise that disturbs the comfort and quiet enjoyment of other residents, their families, guests, visitors, servants, and persons having business with them.
7. Events may be terminated by security prior to the end of the booking time. If, in the security's opinion, the event is disruptive and may result in disturbance or damage, security has the right to call in an additional security guard to protect the property and rights of other residents. The cost of this guard will be deducted from the security deposit. In the event the additional cost exceeds the security deposit, the party responsible for the booking will be billed the extra cost.
8. No Resident shall permit any illegal act in or adjacent to the multi-purpose room or upon the property, or any part of the property, of the condominium.
9. The multi-purpose room may not be used for any purpose after midnight.

C. BBQ and Terrace Area

1. The use of the BBQ facilities is restricted to residents and their guest(s). The residents must accompany his/her guest(s) at all times when using the barbecues. All residents and guest(s) using the barbecue facilities and equipment do so at their own risk. The residents are responsible for personal injuries, losses, liabilities or damage of property caused or occasioned by his/her guest(s). In the event of damage to the barbecues or surrounding amenities by the resident and/or his/her guest(s), the resident agrees to promptly reimburse the Corporation for the cost of said damage, the collection of which may be collected in the same manner as common expenses.
2. The Corporation is not responsible for any injury, theft, damage, loss or destruction of any personal property or persons while utilizing the barbecues or other common elements.
3. Barbecues are available for use seasonally as the weather permits, from 11:00 a.m. until dusk. The key and supplies must be signed out from the Concierge desk at 60 or 61 Heintzman.
4. BBQ reservations can be made no more than 2 weeks in advance and for a maximum of one hour. The BBQs are also available on a "first come first served" basis, if reservations have not been made.
5. The number of guests per suite allowed in the barbecue area shall not exceed six (6).
6. Persons under the age of sixteen (16) are not permitted to use the barbecue(s) unless supervised by an adult.
7. Residents must follow the BBQ instructions posted, and if necessary, contact Concierge Desk for further instructions.
8. Barbecues must not be left unattended. Residents MUST turn off the barbecue after each use.
9. Barbecues shall not be used during high winds, thunderstorms or inclement weather, or as restricted by Management and/or Security personnel, in their discretion.
10. Each person using the barbecue must supply their own barbecue utensils.
11. After using the barbeque, each user must clean any soiled part of it, including the grill, by scraping the surface with the wire brush provided. Do not remove grills and/or shake residue on paving stones.
12. The use of breakable tableware on the roof terrace is prohibited.
13. Inspections are conducted after each use and failure to clean the area properly may result in a cleaning fee being imposed on the user, in an amount established by the board from time to time.
14. Any food being transported through the building must be sealed in container(s).

D. Libraries

1. Hours are 7:00 a.m. to 11:00 p.m. daily. Closed for cleaning Mondays and Thursdays between 10:00 a.m. and 10:30 a.m.
2. The library is to be used for quiet activities and study only. Any behaviour that creates excessive noise or disruption is prohibited.
3. The use of portable computers and mobile devices is permitted in the library provided that they are quiet in operation.
4. Smoking, food and beverages are prohibited. Only water from a sealable bottle may be consumed in the library.
5. No children under twelve (12) years of age are to be admitted in the library unless accompanied by an adult resident. Children may engage in quiet activities only.
6. Guests are restricted to two per resident at any given time and must be accompanied by an adult resident.
7. Before leaving the library, the person must ensure that the room is left tidy, lights are turned off and books are properly stored.
8. Building staff are authorized to stop any activity in the Library which they consider detrimental to the safety and well-being of residents or to the preservation of the rooms.

E. Exercise Rooms

1. The exercise rooms are solely for the use of residents of 60 and 61 Heintzman Street explicitly for quiet exercise. Each resident may bring a maximum of two guests but must remain present in the room with them. Residents may not otherwise allow non-resident use.
2. The use of the exercise rooms shall be reasonable so as not to interfere with the quiet enjoyment of other resident users and neighbouring units.
3. Exercise room users may not monopolize, overcrowd, facilitate or allow public rehearsal space, nor facilitate or allow commercial use. Organized activities may be allowed subject to board approval and such approval may be rescinded at any time.
4. No use of the exercise rooms is allowed outside of the posted hours.
5. Use of all equipment and facilities are at one's own risk. The corporation, its managing agents and/or service contractors are not responsible for injury however caused, and the corporation shall not be responsible for loss or theft of personal belongings.
6. For safety reasons, children under the age of 16 are not permitted to use the equipment. Children under the age of 16 must be accompanied and supervised by an adult resident to be present in the room at all times.

7. Shirts, suitable gym attire and suitable indoor gym shoes must be worn at all times on the equipment. An exercise mat must be used where the body, including the feet, comes into contact the floor.
8. Permission must be obtained from others in the room before playing a radio or other audio or video equipment, and the use of this audio or video equipment shall be reasonable so as not to interfere with the quiet enjoyment of other resident users and neighbouring units.
9. No smoking, food or beverages other than water are permitted in the exercise rooms.
10. Equipment may not be moved, removed or borrowed from the exercise rooms.
11. Persons using the exercise rooms must leave them in a clean and tidy condition. All equipment is to be wiped after each use by the user; by spraying the cleaning solution onto a towel, not directly onto the equipment.

F. Laundry Rooms

1. Residents using the appliances must clean any spilled detergents from washers and remove the lint from dryers after each use.

G. The Washing Station (off the Green Room in 61 Heintzman)

1. The washing station may be used to bathe only smaller dogs (and cats) that fit inside the base of the washing station, as well as to wash out water-based (latex) paint from brushes and rollers and for other household cleaning purposes, using non-toxic substances. The station is not to be used for washing of anything not permitted by local and any other legislation to be deposited down the drains.
2. Users of the station must bring any supplies that they may need.
3. Use is on a first come, first served, basis. Only one dog or cat may be washed at a time.
4. Residents must not splash water on the floor and walls; and must clean and dry the area with a mop after use, sweep and discard any stray hair, and remove hair from the drain.
5. Residents shall towel dry their respective dog or cat after washing.
6. Residents must turn off all taps before leaving the area.
7. Residents must report any leaking taps, dirt, garbage and other issues to the Concierge on duty or by email at: heintzman.place@rogers.com.

III. SMOKING

1. Definitions:

“Cannabis” includes any of the preparations, such as marijuana and hashish.

“Grandfathered Use” shall have the meaning in Section 4 of these Rules.

“Owner” shall mean the registered owner of a unit (as defined below) in the Corporation.

“Resident” shall mean any individual(s) occupying a unit (as defined below) with the Owner’s consent, permission or approval, whether or not pursuant to a lease arrangement.

“Rules” mean these Smoking Rules and each and any provision herein.

“Smoking” shall include the smoking and use of any substance or product, including but not limited to, cannabis, tobacco, cigarette, pipe, cigar, electronic smoking device that creates smoke, aerosol or vapour of any sort, any similar product emanating vapour or smoke, and any illegal substance.

“Unit” shall mean any residential, parking, and locker unit in the Corporation.

All other words and phrases which are defined in the *Act* or the Corporation’s declaration shall have ascribed to them the meanings set out therein.

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

Smoking is prohibited:

- (a) on or in any exclusive-use common element balconies and terraces appurtenant to any residential unit;
- (b) in any interior common elements and on fourth floor terrace; and,
- (c) within nine (9) meters of any door or window of any building or structure on the property.

3. **No Smoking in the Units:**

Except as provided in Section 4 below, smoking is prohibited in all the units. Owners are required to ensure compliance with the foregoing prohibitions at all times by the Residents.

4. **Grandfathering of Existing Smokers:**

- a. Notwithstanding the prohibition in Section 3, any existing smoking use in a residential unit (but for clarity, not in the balconies, terraces, parking units and locker units) is grandfathered, subject to all the conditions contained in Section 4 (a **“Grandfathered Use”**).
- b. In order to be considered for a Grandfathered Use exemption, the Owner of the subject residential unit must notify the Corporation of the existing smoking use, including all persons for whom the exemption is being sought and their relationship to the Owner, in writing on such form as may be created by the Corporation, within sixty (60) days of the date that these Rules become effective. The obligation to notify the Corporation is that of the Owner. The failure to notify the Corporation within the specified timeframe shall disqualify the subject residential unit from being granted a Grandfathered Use exemption. For clarity, the grandfathering of use is applicable to the smokers, not to the residential unit. For further clarity, the granting of the Grandfathered Use exemption is in the sole discretion of the Corporation and the Owner shall provide all evidence that the Corporation may

require in order for the board of directors of the Corporation to be satisfied that the exemption ought to be granted.

- c. Notwithstanding sub-section (b), a Grandfathered Use shall only be permitted inside the residential unit if, in the absolute discretion of the board or property manager, it does not interfere with the comfort or enjoyment of the property by other owners, their families, guests, visitors, servants and tenants ("Residents"). The smoker(s) shall, when notified by the board or property manager, immediately take steps to prevent interference with the health, comfort or enjoyment of the property by the Residents. If such steps are not sufficient to address the interference, in the sole and absolute discretion of the board or property manager, then upon written notice from the board or property manager, the Grandfathered Use exemption for that particular residential unit shall be revoked and the offending smoking resident(s) shall immediately and permanently cease smoking inside his/her/their respective dwelling unit.
- d. A Grandfathered Use exemption shall automatically terminate upon the following occurrences:
 - i. the sale or transfer of the residential unit in which the grandfathered individual(s) reside(s), if the grandfathered individual(s) is/are the unit owner(s);
 - ii. the termination of a lease of the tenant, if the Grandfathered Use exemption was granted to a tenant; and
 - iii. if the Resident whose smoking use has been granted a grandfathered exemption ceases to reside in the residential unit.

IV. ELEVATORS/MOVING

1. Reservations are required for the use of the elevator whenever a move, either in or out, or delivery of large items of furniture or appliances takes place. An elevator, with padding provided to protect the walls, must be reserved by the owner for exclusive use. Reservations can be made at the Concierge Desks or through the online booking system at www.heintzmanplace.ca. An application form must also be completed.
2. An elevator reservation agreement in a form determined by the Board from time to time, shall be completed by the Resident to the satisfaction of the Corporation, and be accompanied by a security deposit, in the form and amount determined by Board resolution from time to time. No reservation date is confirmed until the security deposit has been provided.
3. Upon satisfactory completion of a pre and post inspection by the Corporation or its agents of the elevator and common elements, the security deposit will be refunded unless any damage to the common elements or service elevator has occurred, as determined by the Manager or the Corporation's agent. Where damage to the service elevator or common elements has occurred, the person whose name is on the service Elevator Reservation Agreement and/or the Owner of the reserving Unit shall be responsible to the Corporation for the cost of repairing such damage. The cost of repairs shall be assessed by the Manager

as soon as possible following the move, on the basis of quotations. The Corporation shall have the right to deduct from the security deposit the cost of any repairs and expenses it incurs in this regard. If the cost of repairs and expenses exceeds the amount of the security deposit, the full cost of repairs and expenses less the amount of the security deposit shall be recoverable from the Owner.

4. Moving hours are from 9:00 a.m. to 5:00 p.m. and 7:00 p.m. to 10:00 p.m. Monday to Friday, and 9:00 a.m. to 10:00 p.m. on weekends.
5. Nothing shall be left in the elevator lobby or in the hallways. An elevator load must be moved into the moving room, and from the moving room directly into the elevator and from the elevator directly into the dwelling unit.
6. Cartons must be flattened and, if large, cut up before discarding in the recycling bins on P1 near the Keele Street garage doors or the recycling bins outside on the ground floor level near the Indian Grove garage entrance.
7. Residents are prohibited from placing large items out for disposal. Residents must contact the Property Management Office, who will arrange for their collection by the municipality and notify the Owner of the day when they may be placed in the disposal area.

V. VEHICLES/PARKING/GARAGE

With respect to motor vehicles:

1. No vehicle shall be parked in the traffic circle/driveway. When picking up or dropping off a passenger, a driver must wait in the vehicle and move the vehicle out of the way in the event that the fire truck or Wheel Trans requires access.
2. Only an automobile, motorcycle, station wagon, mini-van or truck whose height does not exceed the height restrictions of the garage shall be parked in a designated parking space and or parking unit. Bicycles may be stored in a designated parking space only in approved bike racks and subject to an alteration agreement between the Owner and the Corporation and subject to any additional restrictions that may be imposed by the board from time to time. No parking unit shall be used for storage purposes. No boat, snowmobile or recreation vehicle, nor any machinery or equipment whatsoever, shall be parked or stored on any portion of the common elements, nor in a designated parking space or parking unit. Only one motorized vehicle is permitted to park in each parking space or parking unit. No servicing or repairs shall be made to any motor vehicle, nor to any other equipment of any kind, either on the common elements, or in any designated parking space or parking unit;
3. Each parking unit (including a tandem parking unit) shall be used and occupied only for the parking of one motor vehicle, and for any additional use or purpose provided for herein or in the Corporation's declaration and by-laws. The Owner of each parking unit shall maintain such unit in a clean and sightly condition and shall remove any oil stains thereon.
4. All vehicles parked within the confines of the property must have proper license plates and be in road-worthy condition. Failure to comply with the foregoing shall entitle the corporation to notify the owner to remove the vehicle from the property, and any failure to remove same after such notice shall entitle the corporation to do so, at the owner's sole

cost, risk and expense (and to collect all such charges in the same manner, and to the same extent, as common expenses, and with corresponding lien rights similar to the case of common expense arrears); and neither the Corporation nor its agents shall be liable for any damages, costs or expenses howsoever caused to such motor vehicle or incurred by the Owner thereof.

5. No person shall park, or permit to be parked in a parking unit, any vehicle which, in the opinion of the Board, may pose a safety or security risk, caused either by its length of unattended stay, its physical condition or appearance or its potential damage to the property.
6. No motor vehicle shall be driven on any part of the common elements other than on a driveway or parking space or parking unit.
7. Visitors' motor vehicles may be parked only in those parking spaces clearly marked or designated for visitors. The vehicles of owners and/or residents that are parked in the visitors' parking areas will be tagged and/or towed away at the owner's or resident's expense.
8. All vehicles parked in resident parking **units** must be registered with the Property Management Office with their license plate numbers.
9. No motor vehicle shall be driven on any part of the common elements at a speed in excess of posted speed.
10. Motorcycles shall be licensed and equipped with the manufacturer's noise control devices (not aftermarket) and operated on the roadways of the property in a manner so as not to disturb the other owners.
11. Mopeds and bicycles shall be operated only on the roadways of the property in such manner as not to obstruct traffic. No mopeds and bicycles are permitted to be operated on sidewalks.
12. No unlicensed motor vehicle including mopeds and go-carts shall be driven within the property complex and no person shall operate a motor vehicle within the property without an operating licence.
13. An Overnight Visitor Parking Permit (OVPP) is required with respect to any Motor Vehicle parked on any area of the Common Elements designated as a "Visitor Parking Area" between the hours of 2:00 a.m. and 7:00 a.m. A Resident is responsible for obtaining an OVPP on behalf of a Visitor, in advance, from the designated agent and shall supply all pertinent information required to the issuance of an OVPP. An OVPP will not be issued for a period in excess of seven-two (72) hours but extensions up to a maximum of fourteen (14) days may be made upon application to the Manager. The OVPP must be visibly displayed on the left front dashboard of the Motor Vehicle.
14. Visitor parking spaces are reserved strictly for the use of guests/visitors of Residents.
15. No one shall park or drive on the common elements in contravention of these rules, in default of which, such person, along with the Owner, shall be liable to be fined or to have such vehicle towed from the property in accordance with municipal by-laws and any other

applicable legislation, in which event the Corporation and its agents shall not be liable for any damage, costs or expenses howsoever caused in respect of any vehicle so removed from the property.

VI. PETS

1. No animal, livestock, reptile or fowl of any kind shall be kept or allowed upon or within any unit or the common elements (including those parts of the common elements of which the owner has the exclusive use) other than the following animals that are defined as a pet:
 - (a) A cat or a dog (excluding pit bulls, Dobermans, mastiffs, and dogs customarily bred or trained as "guard dogs" or "attack dogs")
 - (b) A guide or service pet (as defined in the Blind Persons' Rights Act (Ontario) or any successor legislation);
 - (c) A canary, budgie, or any other small bird that is kept in a cage at all times;
 - (d) Tropical fish, including goldfish.
 - (e) A hamster, gerbil, guinea pig, mouse or rabbit that is kept in a cage at all times; and,
 - (f) One or more turtles that are kept in an enclosed container at all times.
2. Despite the foregoing, no pet which is deemed by the board of the corporation in its absolute discretion to be a nuisance shall be kept by any owner on any part of the common elements or in any unit. Such owner, within two weeks of receipt of a written notice from the board or the manager requesting the removal of such pet, shall permanently remove the same from the common elements or units.
3. If a meeting of the Board is called to consider whether or not to deem a pet a nuisance, the owner of the pet under consideration will be invited to the meeting.
4. All dogs and cats must be on a leash (or otherwise adequately constrained) when on any of the common elements, indoors or outdoors, and they shall not be permitted to run free upon the common elements (including the common elements of which the owner has exclusive use). Subject to all other pet rules, the fourth floor terrace common element will be a pet free zone, other than qualified service pets (seeing-eye dogs, etc.).
5. No pet shall be permitted to make excessive noise, and for the purpose of this rule, "excessive noise" shall mean noise which is annoying or disturbing to any other Resident, and in the event of a dispute, the determination of the Board shall be final.
6. All dogs and cats residing in the corporation must be registered in the pet registry in the management office and current vaccination certificates must be provided to the corporation's manager. Visitors are not permitted to bring dogs into the building.
7. Owners must ensure that their pets do not defecate and/or urinate upon or in any other way soil or pollute any unit or the common elements of the corporation, and the owners of pets shall immediately clean up any mess caused by their pet that occurs thereon. An

owner who does not clean up after his/her pet shall be subject to a cleaning fee of \$250.00 or such other amount as may be determined by resolution of the board or corporation.

8. Owners must wipe the paws of their respective pet upon entering the lobbies in messy weather.
9. It is prohibited to place litter boxes on balconies or patios.
10. Soiled litter must be well wrapped and deposited in the garbage room on the ground floor, not sent down the chute on any upper floors. Under no circumstances shall unwrapped soiled litter be sent down the chute or flushed down the toilet.
11. No breeding of pets shall be carried on in or around any unit or the common elements (including those parts of the common elements of which the owner has the exclusive use).
12. Every owner of a dog shall register the dog and obtain a license as required by the City of Toronto, and shall comply in all respects with the by-laws, rules and regulations pertaining to the regulation, inoculation and licensing of animals within the municipality that are in effect from time to time.
13. No animal forbidden by any local or provincial legislation shall be kept on the property.

VII. OWNERS' IN SUITE RESPONSIBILITIES

A. General

1. No Unit shall be used for any purpose other than as a single-family residence, in accordance with the Corporation's declaration.
2. 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 regulations of all government regulatory agencies shall be strictly observed.
3. No owner shall do, or permit anything to be done, in his/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 building, or on property kept therein, or obstruct or interfere with the rights of other owners, or in any way injure or annoy them, or conflict with the laws relating to fire or with the regulations of the Fire Department or with any insurance policy carried by the Corporation or any owner or conflict with any of the rules and ordinances of the Board of Health or with any statute or municipal by law.
4. No Owner or Resident shall permit an infestation of pests, insects, vermin or rodents to exist at any time in his Unit or adjacent common elements. Owners and occupants of a Unit shall immediately report to the Corporation all infestations of pests, insects, vermin or rodents. Owners and Residents shall permit the Manager and/or the Corporation's agents (including but not limited to pest control personnel) to enter their Unit for the purpose of conducting pest control operations, including a spraying program, and shall prepare their Unit in the manner requested by the Corporation to facilitate the appropriate pest control

operations. All costs, charges and expenses incurred by the Corporation in enforcing this rule (including but not limited to legal costs on a solicitor and his/her own client basis) shall be the responsibility of the Owner.

5. Water shall not be left running unless in actual use.
6. Owners shall not overload existing electrical circuits.
7. Clothes washers or dryers shall not be operated unless a person is present in the unit.
8. The exterior side of all drapes, curtains and blinds installed in windows of units shall be white.
9. 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 paper towels, cat litter or other substances shall be thrown therein. The cost of repairing damage to the common elements and/or other Units resulting from misuse or from unusual or unreasonable use shall be borne by the Owner who, or whose tenant, family, guest, visitor, servants or agent caused such damage.

B. Exclusive-Use Common Elements

1. Hanging or drying of clothes is allowed on any balcony, patio or exclusive use area, provided that drying racks and the items being dried are secured and do not exceed the height of the balcony railing.
2. Balconies, patios and exclusive use areas shall not be used for the storage of any goods or materials.
3. Only seasonal furniture, seasonal decorations and items described in B.1 are allowed on balconies, patios and exclusive use areas. All such items shall be safely secured in order to prevent such items from falling from or being blown off the balcony, patio or exclusive use areas by high winds.
4. No owner, occupant or tenant shall do or permit anything to be done on a balcony, patio or exclusive use area which does or may unreasonably disturb, annoy or interfere with the comfort or quiet enjoyment of the units or common elements by other owners, occupants or tenants.
5. No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window, door or those parts of the common elements over which the owner has exclusive use.
6. No television antennae, aerial, tower, satellite dish, or similar structure, together with appurtenances thereto, shall be erected on or fastened to any unit or the exterior surface of any unit.
7. BBQs (open flame or electrical) are not permitted on any balconies, terraces or the patios of the units on the 4th floor.

C. In Suite Alterations

1. No Owner shall make any structural change or structural alteration in or to any Unit without the prior written consent of the Board and in accordance with the Act, the Corporation's declaration, by-laws and rules, and in accordance with the Corporation's Renovation Agreement, which may be amended by the Board from time to time.
2. No Owner shall make any change to an installation upon the common elements, or maintain, decorate, alter or repair any part of the common elements, except for maintenance of those parts of the common elements which he/she has the duty to maintain, without the prior written consent of the Board and only in accordance with the Act, the Corporation's declaration, by-laws and rules.
3. No trade or service personnel may 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 services to the condominium unless such persons or firms are:
 - Employed directly by the Corporation; or
 - Employed by a unit owner in circumstances where the intended performance of work or services has first been approved, in writing, by the Corporation and where the work or services are supervised by an approved contractor or service personnel in accordance with the Corporation's written direction;
 - Covered by an alteration agreement that the unit owner has entered into with the corporation, to indemnify the Corporation with respect to any expenses, damages or costs whatsoever suffered or incurred by the Corporation arising out of the performance of the work or service by the unit owner's contractor, trade or service personnel, including any resulting damage to the common elements or to services to the condominium which arises during or following completion of the work.
4. All in-suite floor replacements must be approved by the Corporation. In case of a hard wood flooring installation, an under pad/thermo-acoustical membrane with an I.I.C. over 65 (or as determined by the board from time to time) must be installed. An inspection to verify the laying of this material must be performed by the Corporation.
5. The Owner shall at all times be responsible to obtain and maintain property insurance with respect to any new hard wood flooring that is installed for as long as the improvement exists.

VIII BICYCLE RULES

A. General

1. To avoid damage to floors and wall coverings and to the inside of elevator cabs, bicycles shall not be brought into the building through the lobby, corridors or elevators.
2. Bicycles shall not be stored or parked on the balconies or patios or on any part of the common elements not designated for bicycle storage.
3. Bicycles shall be stored only in the common element areas specifically provided for the storage of bicycles, accessed only through the ramp and garage door.
4. Only no-motorized bicycles can be stored on the bike racks supplied by the corporation or on the racks installed by the owners in their parking units.
5. Any bicycles chained to posts, fences, or rails located throughout the common elements, or stored without authority in the Corporation's racks, shall be removed by the Corporation and impounded at the owner's expense for a period of up to 3 months, after which, if unclaimed, the bicycle shall be disposed of, without any liability to the Corporation.

B. Use of Corporation Installed Bicycle Racks

1. The Corporation endeavours to protect the Owner's property but shall not be responsible for loss or damage to bicycles or attachments. The permit fee is to cover the use of the bicycle racks only.
3. All bicycles must be registered with the Management Office. Bicycles not displaying the authorized registration tag shall be removed by the Corporation and impounded at the owner's expense for a period of up to 3 months, after which, if unclaimed, the bicycle shall be disposed of, without any liability to the Corporation.
4. Owners must obtain a bicycle rack permit in order to be permitted to use a bicycle rack. Permits are provided on a "first come-first served basis", for a period of time that is in the discretion of the Board, subject to the payment of a user fee, as determined by the Board from time to time.
5. Bicycle rack permits are not transferable from one Owner to another. Owners who no longer need bike rack shall immediately advise the Management Office, so that the use of the bicycle rack could be re-assigned.
6. Owners authorized to use the Corporation's bicycle racks shall provide their own locks.

C. Use of Owner Installed Bicycle Racks

1. Owners of parking spaces may be permitted by the Corporation to install bicycle racks attached to the concrete wall or pillar in their parking space, subject to the Owners entering into an alteration agreement with the Corporation, and further, subject to the following restrictions:
 - a. The bicycle rack must be approved by the Corporation and purchased from a supplier approved by the Corporation, subject to the requirements imposed by the Corporation from time to time;
 - b. All costs related to the purchase and installation of the bicycle rack are the sole responsibility of the Owner;
 - c. The Owner is responsible at all times for the maintenance of the bicycle rack and the rack is the property of the Owner;
 - d. The location of the bicycle rack shall be approved by the Corporation. Not all spaces are situated as to allow the placement of bicycle racks and approval is at the sole discretion of the Corporation.
 - e. No bicycle rack may be placed so that it may damage cars in adjoining parking spaces.

IX. RULES ENFORCEMENT, COSTS AND DAMAGES

1. Any loss, cost or damages incurred by the Corporation by reason of breach of any rules and regulations in force from time to time by any owner shall be borne and paid by such owner and may be recovered by the Corporation against such owner in the same manner as common expenses.
2. Any physical damage to the common elements caused by an owner or occupant, his family, guests, visitors, servants, or agents shall be repaired by arrangement and under the direction of the Board at the cost and expense of such owner or occupant.

X. SHORT TERM LEASING OF UNITS

1. Any lease or tenancy of any dwelling unit in the Corporation, including sub-leases and sub-tenancies, shall be for a minimum of at least 6 consecutive months, or such lesser time as may be requested by the dwelling unit owner and specifically consented to by the board, in writing, at the board's sole discretion. If such lease or tenancy is terminated, expires or otherwise ends prior to the last day of such 6 consecutive month period, then the dwelling unit shall not be re-leased, re-tenanted or otherwise occupied by anyone other than owner or the owner's immediate family, until the expire of such 6 consecutive month period. At the

request of a unit owner, the board may, by resolution, but is not obligated to, permit the leasing or re-leasing of the dwelling unit where the facts indicate no intention on the part of the owner (or tenant) to lease (or to have leased) the dwelling unit on a short term basis or for other extenuating circumstances.

2. No unit shall be occupied under a lease, sub-lease, and contract or license arrangement for a transient, hotel-like, or commercial purpose of any sort. For the purpose of this rule, "transient" includes the use and occupancy of a unit for less than a 6 month consecutive month period, and a "hotel-like" and "commercial" includes, but is not limited to, the use of the unit as a hotel, boarding, rooming or lodging house.
3. No unit shall be occupied and used for any purpose other than a single family residential purpose.
4. A unit which is subject to a lease may not sublet by the tenant, and the owner of the unit may not consent to such sub-lease, unless the owner and tenant comply with these rules, with necessary modifications.
5. A lease of a unit may not be assigned by the tenant, and the owner of the unit may not consent to such assignment, unless the owner and tenant comply with these rules, with necessary modifications.
6. The obligation of an owner as set out in sub-paragraphs 1 and 2 above is equally applicable on the owner and on the tenant where the unit is sub-leased.

XI. FAMILY PLAY ROOM

1. This room is a community space for the use of all residents of Heintzman Place. It was designed primarily for pre-school children and their parents.
2. Operating hours are from 7:00 am to 10:00 pm. The room cannot be reserved for exclusive use.
3. Each resident may bring their own children and a maximum of two guests (children or adults) per suite.
4. All residents and their guest(s) using the Family Play Room do so at their own risk.
5. The Corporation is not responsible for any injury, theft, damage, loss, or destruction of any personal property or persons while utilizing the Family Play Room or other common elements.
6. The Resident shall not permit any activities on the premises that conflict with any federal or provincial statute, municipal by-laws, the Condominium Act, the Declaration, By-laws and the Rules of TSCC 2136.
7. Children must be supervised at all times; no child may be left unattended.
8. Outdoor shoes must be removed. Only clean, indoor shoes are allowed in the room.

9. Furniture shall not be moved and items shall not be removed from the room.
10. Items such as games, board games, and cards may be left in the room; however, they are left at your own risk.
11. Food is not allowed. Covered drinks only are allowed.
12. The room shall be left tidy. Any broken or soiled items shall be reported to the Concierge or office.
13. Lights shall be turned off when leaving the room.

In accordance with the Condominium Act, 1998 (as it may be amended or replaced from time to time) and the by-laws of the Corporation (as these may be amended from time to time), the owners may from time to time make such additional rules or vary and amend such rules respecting to the use of the common elements for the purpose of preventing unreasonable interference with the use and enjoyment of the units and common elements.

I HEREBY CERTIFY that the foregoing are the Rules of the Toronto Standard Condominium Corporation No. 2136, as amended March 20, 2020.

TORONTO STANDARD CONDOMINIM CORPORATION NO. 2136

Per: 

Name: Lorianne Weston

Title: President

Per: 

Name: Ayeda Ayed

Title: Secretary

We have authority to bind the Corporation.

NOTICE OF FUTURE FUNDING OF THE RESERVE FUND

(under subsection 94 (9) of the Condominium Act, 1998)

Condominium Act, 1998

TO: All Owners of Toronto Standard Condominium Corporation No. 2136
60 and 61 Heintzman Street, Toronto, Ontario

The board has received and reviewed a reserve fund study update (class 3) dated December 21st, 2020 prepared by EXP Services Inc., and has proposed a plan for the future funding of the reserve fund that the board has determined will ensure that, in accordance with the regulations made under the *Condominium Act, 1998*, the reserve fund will be adequate for the major repair and replacement of the common elements and assets of the corporation.

This notice contains:

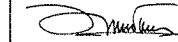
1. A summary of the reserve fund study.
2. A summary of the proposed funding plan.
3. A statement indicating the areas, if any, in which the proposed funding plan differs from the reserve fund study.

At the present time, the average contribution per unit per month to the reserve fund for the fiscal year 2020/2021 is \$93.66. There is an increase of \$11.23 for the fiscal year 2021/2022 and an increase of \$12.59 for fiscal year 2022/2023 and an increase of \$14.10 for fiscal year 2023/2024.

The proposed funding plan will be implemented beginning March 1, 2021.

Dated this 21st day of December 2020.

Toronto Standard Condominium Corporation No. 2136

DocuSigned by:

B48F547B94C74B3...

(signature)

Juan Tosto Valenzuela

(print name)



(signature)

Ayeda Ayed

(print name)

Affix corporate seal above

The above persons signing have the authority to bind the corporation.

SUMMARY OF RESERVE FUND STUDY

The following is a summary of the reserve fund study update (class 3) dated December 21st, 2020 prepared by EXP Services Inc. for Toronto Standard Condominium Corporation No. 2136.

Subsection 94(1) of the *Condominium Act, 1998*, required the corporation to conduct periodic studies to determine whether the amount of money in the reserve fund and the amount of contributions collected by the corporation are adequate to provide for the expected costs of major repairs and replacement of the common elements and assets of the corporation. As a result, the corporation has obtained the Reserve Fund Study.

The estimated expenditures from the reserve fund for the next thirty (30) years are set out in the CASH FLOW TABLE. In this summary, the term “annual contribution” means the total amount to be contributed each year to the reserve fund, exclusive of interest earned on the reserve fund. The recommended annual contribution for the 2021/2022 fiscal year is \$816,900.00 based on the estimated expenditures and the following:

Opening Balance of the Reserve Fund:	\$4,441,708
Minimum Reserve Fund Balance during the projected period	\$971,908
Assumed Annual Inflation Rate for Reserve Fund Expenditures:	2.00%
Assumed Annual Interest Rate for interest earned on the Reserve Fund:	2.00%

The Reserve Fund Study can be examined by providing a written request and reasonable notice to the corporation’s address for service:

Attn: Toronto Standard Condominium Corporation No. 2136
60 and 61 Heintzman Street
Toronto, Ontario
M6P 5A1

CASH FLOW TABLE

Opening Balance of the Reserve Fund:	\$4,441,708
Minimum Reserve Fund Balance during the projected period	\$971,908
Assumed Annual Inflation Rate for Reserve Fund Expenditures:	2.00%
Assumed Annual Interest Rate for interest earned on the Reserve Fund:	2.00%

Year	Opening Balance	Recommended Annual Contribution	Estimated Inflation Adjusted Expenditures	Estimated Interest Earned	Percentage Increase in Recommended Annual Contribution	Closing Balance
2020/2021	\$4,441,708	\$729,408	-\$17,876	\$96,107	N/A	\$5,249,347
2021/2022	\$5,249,347	\$816,900	-\$559,011	\$105,043	12%	\$5,612,279
2022/2023	\$5,612,279	\$914,928	-\$11,757	\$121,536	12%	\$6,636,987
2023/2024	\$6,636,987	\$1,024,719	-\$105,527	\$141,815	12%	\$7,697,995
2024/2025	\$7,697,995	\$1,137,438	-\$974,849	\$151,143	11%	\$8,011,727
2025/2026	\$8,011,727	\$1,262,557	-\$1,534,562	\$150,177	11%	\$7,889,899
2026/2027	\$7,889,899	\$1,401,438	-\$3,181	\$172,123	11%	\$9,460,279
2027/2028	\$9,460,279	\$1,429,467	\$0	\$204,126	2%	\$11,093,871
2028/2029	\$11,093,871	\$1,458,056	\$0	\$237,363	2%	\$12,789,290
2029/2030	\$12,789,290	\$1,487,217	-\$1,820,413	\$244,363	2%	\$12,700,458
2030/2031	\$12,700,458	\$1,516,962	-\$1,606,123	\$246,081	2%	\$12,857,377
2031/2032	\$12,857,377	\$1,547,301	-\$2,343,562	\$238,392	2%	\$12,299,508
2032/2033	\$12,299,508	\$1,578,247	-\$3,583	\$262,751	2%	\$14,136,924
2033/2034	\$14,136,924	\$1,609,812	-\$598,597	\$291,145	2%	\$15,439,283
2034/2035	\$15,439,283	\$1,642,008	-\$10,761,372	\$164,267	2%	\$6,484,186
2035/2036	\$6,484,186	\$1,674,848	-\$2,025,139	\$115,737	2%	\$6,249,632
2036/2037	\$6,249,632	\$1,708,345	-\$2,009,797	\$111,543	2%	\$6,059,724
2037/2038	\$6,059,724	\$1,742,512	-\$2,171,828	\$105,578	2%	\$5,735,986
2038/2039	\$5,735,986	\$1,777,362	-\$2,095,027	\$100,525	2%	\$5,518,846
2039/2040	\$5,518,846	\$1,812,909	-\$4,159,280	\$65,299	2%	\$3,237,774
2040/2041	\$3,237,774	\$1,849,168	-\$2,819,243	\$39,826	2%	\$2,307,524
2041/2042	\$2,307,524	\$1,886,151	-\$3,250,710	\$28,943	2%	\$971,908
2042/2043	\$971,908	\$1,923,874	-\$197,406	\$34,370	2%	\$2,732,746
2043/2044	\$2,732,746	\$1,962,351	-\$128,297	\$71,310	2%	\$4,638,111
2044/2045	\$4,638,111	\$2,001,599	-\$4,566,554	\$43,111	2%	\$2,116,265
2045/2046	\$2,116,265	\$2,041,630	-\$426,393	\$55,096	2%	\$3,786,599
2046/2047	\$3,786,599	\$2,082,463	\$0	\$95,626	2%	\$5,964,687
2047/2048	\$5,964,687	\$2,124,112	-\$11,573	\$139,798	2%	\$8,217,025
2048/2049	\$8,217,025	\$2,166,595	\$0	\$185,827	2%	\$10,569,446
2049/2050	\$10,569,446	\$2,209,926	-\$9,802,751	\$85,683	2%	\$3,062,304

TSCC 2136 - Heintzman Place (TSCC 2136)
BUDGET FOR THE FISCAL YEAR 2022 TO 2023

	<u>Current Budget</u>	<u>Projected Year End</u>	<u>2023 Budget</u>
REVENUE			
<u>OPERATING INCOME</u>			
3001&3005 Common Expense Contribution	3,016,581	3,016,563	3,316,182
3090-0000 Prior Years Surplus/(Deficit) Applied	0	0	(37,000)
3099-0000 Allocation to Reserve Fund	(816,900)	(816,900)	(914,928)
TOTAL OPERATING INCOME	2,199,681	2,199,663	2,364,253
3276-0000 Contribution from Parking	1,692	1,553	1,692
3305-0000 Access Control - Keys etc.	5,000	4,406	5,000
3327-0000 Bicycle Income	14,000	13,676	14,000
3340-2000 Coin Operating - Laundry	9,000	7,144	8,000
3360-0000 Interest Income	1,800	1,718	1,800
3385-0000 Resident Chargebacks	400	180	400
3438-0000 NSF Fee	1,000	475	1,000
3499-0000 Miscellaneous Income	1,500	2,032	1,500
TOTAL REVENUE	2,234,073	2,231,143	2,397,645
EXPENDITURES	0	0	0
<u>UTILITIES</u>			
4010-0000 Gas	129,873	118,028	141,663
4020-0000 Hydro	723,008	651,668	829,639
4020-9000 Hydro-Recovery Based on Actual Metering	(420,000)	(363,373)	(480,000)
4030-0000 Water	326,872	327,257	334,914
TOTAL UTILITIES	759,753	733,580	826,216
<u>ON SITE WAGES & BENEFITS - PAYROLL</u>			
4185-0000 Superintendent	89,596	78,734	98,528
4190-0000 Temporary Staff	4,000	16,360	6,000
4205-0000 C.P.P.	4,954	4,368	6,207
4210-0000 E.I.	2,176	1,900	2,458
4220-0000 WSIB	1,572	1,245	1,728
4225-0000 Group Insurance	6,672	5,610	6,996
TOTAL ON SITE WAGES & BENEFITS - PAYROLL	108,970	108,217	121,917
<u>CONTRACTS - ON SITE PERSONNEL</u>			
4410-0000 Concierge	235,360	235,325	242,284
TOTAL CONTRACTS - ON SITE PERSONNEL	235,360	235,325	242,284
<u>CONTRACTS</u>			
5031-0000 Cleaning	162,276	160,101	161,201
5032-0000 Diesel Generator	2,825	2,824	2,880
5040-0000 Duct Cleaning - Suites	0	0	13,600
5045-0000 Elevators	46,980	45,712	49,392
5050-0000 Fire Alarm Monitoring	1,832	1,829	1,832
5055-0000 Fire Protection	15,770	12,152	10,654
5075-0000 H.V.A.C. - All Inclusive	76,896	57,650	39,550
5080-0000 H.V.A.C. - Fan Coils/Heat Pumps	35,800	49,597	40,000
5095-0000 Landscaping & Snow Removal (combined)	41,770	38,777	43,021
5105-0000 Management Fees	220,400	240,126	257,832
5110-0000 Odor Control	3,216	3,069	3,000
5120-0000 Pest Control	13,000	8,722	9,999
5155-0000 Window Washing	26,700	25,714	31,458
5199-0000 Miscellaneous-Contracts	11,616	11,616	11,616

TSCC 2136 - Heintzman Place (TSCC 2136)
BUDGET FOR THE FISCAL YEAR 2022 TO 2023

	<u>Current Budget</u>	<u>Projected Year End</u>	<u>2023 Budget</u>
TOTAL CONTRACTS	659,081	657,890	676,034
<u>AMENITIES & RECREATION EXPENSES</u>			
5201-0000 General Amenities & Recreation Expenses	2,000	1,984	2,000
TOTAL AMENITIES & RECREATION EXPENSES	2,000	1,984	2,000
<u>BUILDING SAFETY FEATURE EXPENSES</u>			
5301-0000 General Building Safety Feature Expenses	4,000	5,082	4,000
5302-0000 Security System	3,500	1,855	2,500
5305-0000 Access Control - Keys etc.	3,500	3,491	3,500
5310-0000 Camera Equipment	5,000	4,008	5,000
5325-0000 Fire Equipment R & M	17,200	20,620	20,000
5335-0000 Intercoms	1,500	1,325	1,500
5345-0000 Roof Anchors	1,017	3,379	1,100
TOTAL BUILDING SAFETY FEATURE EXPENSES	35,717	39,760	37,600
<u>C/A - HOUSEKEEPING & MAINTENANCE</u>			
5401-0000 General CA - H & M - Expenses	25,000	53,201	30,000
5405-0000 Carpets	6,232	6,205	6,600
5410-0000 Cleaning Supplies	4,000	9,809	6,000
5415-0000 Decorating	1,000	250	1,000
5425-0000 Garage	11,000	4,294	4,294
5427-0000 Garage Doors	6,000	14,495	8,000
5435-0000 Hardware & Doors	8,000	6,246	8,000
5437-0000 Maintenance Supplies	5,000	7,247	5,000
5455-0000 Waste Disposal	48,000	46,222	48,000
5456-0000 Small Equipment Repairs	1,500	1,775	1,500
5460-0000 Windows	10,000	10,294	10,000
TOTAL C/A - HOUSEKEEPING & MAINTENANCE	125,732	160,038	128,394
<u>ELECTRICAL EXPENSES</u>			
5501-0000 General Electrical Expenses	8,000	6,793	8,000
5505-0000 Electrical - Bulbs & Parts	2,500	4,612	3,000
5550-0000 Elevators - Inspections	2,000	530	1,500
5555-0000 Elevators - Licenses	800	2,190	2,200
5560-0000 Elevators - Repairs & Maintenance	1,000	2,187	1,000
TOTAL ELECTRICAL EXPENSES	14,300	16,312	15,700
<u>EXTERIOR R & M EXPENSES</u>			
5601-0000 General Exterior R & M Expenses	2,000	1,402	2,000
5655-0000 Irrigation	2,000	1,112	2,000
5657-0000 Landscaping/Extras	7,000	7,250	5,000
TOTAL EXTERIOR R & M EXPENSES	11,000	9,764	9,000
<u>IN-SUITE R & M EXPENSES - CONDO</u>			
5701-0000 General In-Suite R & M Expenses	30,000	33,057	35,000
5750-0000 Plumbing	5,000	4,620	5,000
TOTAL IN-SUITE R & M EXPENSES - CONDO	35,000	37,678	40,000
<u>MECHANICAL EXPENSES</u>			
5901-0000 General Mechanical Expenses	25,000	26,509	25,000
5920-0000 Domestic Hot Water Tanks	0	0	5,000
5950-0000 Plumbing - Catch Basins & Sump Pumps	0	0	4,000
5965-0000 Plumbing - PRVS	6,800	6,752	6,800
5999-0000 Plumbing - Miscellaneous	25,000	38,923	61,000

TSCC 2136 - Heintzman Place (TSCC 2136)
BUDGET FOR THE FISCAL YEAR 2022 TO 2023

	<u>Current Budget</u>	<u>Projected Year End</u>	<u>2023 Budget</u>
TOTAL MECHANICAL EXPENSES	56,800	72,185	101,800
<u>OTHER OPERATING EXPENSES</u>			
6305-0000 CEC Expense	1,200	1,122	1,200
TOTAL OTHER OPERATING EXPENSES	1,200	1,122	1,200
<u>INSURANCE EXPENSES</u>			
6505-0000 Building Comprehensive	126,000	133,647	135,000
TOTAL INSURANCE EXPENSES	126,000	133,647	135,000
<u>GENERAL & ADMINISTRATIVE EXPENSES</u>			
7001-0000 CAO Fee	5,760	5,780	5,760
7005-0000 AGM Expenses	7,000	4,151	4,500
7010-0000 Audit Fees	5,500	5,081	5,500
7020-0000 Bank Charges	1,300	1,344	1,400
7031-0000 Consulting	1,000	8,528	5,000
7045-0000 Education - Courses/Seminars	600	672	600
7050-0000 Legal Fees	5,000	4,720	7,000
7052-0000 Licenses	9,000	2,548	2,740
7055-0000 Meeting Costs	4,000	4,342	4,000
7060-0000 Office Expenses - General	3,000	1,551	3,000
7060-1500 Equipment Leases	3,500	3,694	3,500
7060-3500 Postage & Courier	5,000	5,132	4,000
7065-0000 Telephone	6,000	7,071	7,000
7070-0000 Uniforms	1,000	625	1,000
7071-0000 Computer	2,500	2,761	2,500
7099-0000 Miscellaneous-General & Administration	3,000	2,818	3,000
TOTAL GENERAL & ADMINISTRATIVE EXPENSES	63,160	60,819	60,500
TOTAL EXPENDITURES	2,234,073	2,268,320	2,397,645
SURPLUS / (DEFICIT) FROM OPERATIONS	0	(37,177)	0



Atrens-Counsel
Insurance Brokers

Part of Arthur J. Gallagher Canada Limited

CERTIFICATE OF INSURANCE

This is to certify that insurance described below has been effected with the Insurer(s) shown,
subject to the terms and conditions of the policy applicable.

NAMED INSURED: TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2136

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

PROPERTY INSURED: 60 & 61 Heintzman Street
Toronto, Ontario
M6P 5A1

TERM: February 28, 2022 TO January 1, 2023

COMMERCIAL PACKAGE POLICY NO. 501600602

PROPERTY: Form: Comprehensive All Risk Policy
Amount of Insurance: \$183,933,000.00
Deductibles: \$ 10,000.00 STANDARD
\$ 25,000.00 SEWER BACKUP
\$ 25,000.00 WATER
\$ 25,000.00 FLOOD
\$ 100,000.00 EARTHQUAKE
Company: Novex Insurance Company 25%
Aviva Insurance Company of Canada 30%
Wawanesa Insurance 18%
RSA Insurance Company of Canada 15%
Trisura Insurance 12%

COMPREHENSIVE GENERAL LIABILITY:

Limit of Liability: \$5,000,000.00

DIRECTORS AND OFFICERS LIABILITY:

Limit of Liability: \$5,000,000.00

EQUIPMENT BREAKDOWN INSURANCE:

Limit per Accident: \$183,933,000.00
Company: Aviva Insurance Company of Canada
Policy Number: 81638409-1069

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

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

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

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

Authorized Representative

Date: February 18, 2022

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**TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 2136**

Financial Statements

Year ended February 28, 2021

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2136

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February 28, 2021

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INDEPENDENT AUDITOR'S REPORT

To the Owners of
Toronto Standard Condominium Corporation No. 2136

Opinion

We have audited the financial statements of Toronto Standard Condominium Corporation No. 2136, which comprise the balance sheet as at February 28, 2021, and the statements of reserve fund, parking units fund, contingency fund, operating fund, revenue and expenditures and cash flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies and other schedules and supplementary information.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Corporation as at February 28, 2021, and its results of operations and its cash flows for the year then ended in accordance with Canadian accounting standards for not-for-profit organizations.

Basis for Opinion

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

Responsibilities of Management and Directors for the Financial Statements

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

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

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

INDEPENDENT AUDITOR'S REPORT - cont'd

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an Auditor's Report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements. As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

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

We communicate with Directors regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Adams & Miles LLP

Chartered Professional Accountants
Licensed Public Accountants

Toronto, Canada
June 3, 2021

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2136

Balance Sheet

February 28, 2021

	2021	2020
Assets		
Current		
Cash	\$ 393,798	\$ 395,819
Accounts receivable (Note 4)	165,242	131,809
Prepaid expenditures	482	6,266
	559,522	533,894
Reserve investments (Note 5)	5,204,037	4,416,120
Parking units (Note 6)	3,379	3,379
	\$ 5,766,938	\$ 4,953,393
Liabilities		
Current		
Accounts payable and accrued liabilities	\$ 355,462	\$ 244,959
Deposits payable	52,725	50,025
	408,187	294,984
Fund balances		
Reserve fund	5,188,256	4,441,708
Parking units fund	3,379	3,379
Contingency fund	664	664
Operating fund	166,452	212,658
	5,358,751	4,658,409
	\$ 5,766,938	\$ 4,953,393

Approved on behalf of the Board:

Louanne Weston Director *President*

[Signature] Director *Treasurer*

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2136

Statement of Reserve Fund

Year ended February 28, 2021

	2021	2020
Balance, beginning of year	\$ 4,441,708	\$ 3,905,131
Add		
Allocation from common element assessments	729,408	657,120
Interest	82,012	92,156
Pump retrofit rebate	-	25,588
	811,420	774,864
Deduct		
Heating, ventilation and air conditioning	43,884	18,766
Elevators	10,611	34,708
Cladding	5,518	11,696
Reserve fund study	4,859	-
Domestic water and plumbing	-	74,868
Garage pipe painting	-	32,047
Structure	-	20,001
Electrical and mechanical systems	-	18,588
Site (Outdoor)	-	12,127
Waste disposal	-	9,234
Consulting	-	6,252
	64,872	238,287
Balance, end of year	\$ 5,188,256	\$ 4,441,708

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2136**Statement of Parking Units Fund****Year ended February 28, 2021**

	2021	2020
Balance, beginning of year	\$ 3,379	\$ -
Add		
Acquisition of parking units (Note 6)	-	3,379
Balance, end of year	\$ 3,379	\$ 3,379

Statement of Contingency Fund**Year ended February 28, 2021**

	2021	2020
Balance, beginning and end of year	\$ 664	\$ 664

Statement of Operating Fund**Year ended February 28, 2021**

	2021	2020
Balance, beginning of year	\$ 212,658	\$ 237,730
Deduct		
Excess of expenditures over revenue	(46,206)	(25,072)
Balance, end of year	\$ 166,452	\$ 212,658

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2136

Statement of Revenue and Expenditures

Year ended February 28, 2021

	2021 Budget (Note 12)	2021 Actual	2020 Actual
Revenue			
Common element assessments	\$ 2,905,232	\$ 2,905,217	\$ 2,785,250
Interest and other	60,202	41,800	61,851
	2,965,434	2,947,017	2,847,101
Less allocation to reserve fund	729,408	729,408	657,120
	2,236,026	2,217,609	2,189,981
Expenditures (See analysis of certain expenditures on pages 7 and 8)			
Utilities	786,166	753,846	723,278
Contracts	693,363	627,942	677,103
Contracts - on site personnel	228,492	229,682	224,813
Common area housekeeping and maintenance	125,936	119,655	142,674
On site wages and benefits - payroll	109,040	87,635	102,199
Insurance	90,000	114,621	89,581
Mechanical	70,800	102,092	75,407
General and administrative	50,712	88,090	49,292
Repair and maintenance	49,000	56,269	52,207
Building safety	33,017	61,727	39,186
Electrical	15,300	15,894	31,113
Amenities and recreation	8,000	5,310	7,353
Other operating	1,200	1,052	847
	2,261,026	2,263,815	2,215,053
Excess of expenditures over revenue	\$ (25,000)	\$ (46,206)	\$ (25,072)

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2136**Schedules to Financial Statements****Year ended February 28, 2021**

	2021 Budget (Note 12)	2021 Actual	2020 Actual
Utilities			
Electricity	\$ 355,873	\$ 315,596	\$ 315,052
Water	301,468	321,304	290,086
Gas	128,825	116,946	118,140
	\$ 786,166	\$ 753,846	\$ 723,278

Contracts

Management	\$ 264,424	\$ 227,220	\$ 261,030
Cleaning	157,552	157,552	157,552
Heating, ventilation and air conditioning	107,646	92,826	99,925
Elevators	45,400	44,504	44,288
Landscaping and snowplowing	40,564	43,323	39,937
Window washing	26,700	14,104	26,104
Odour and pest control	20,704	15,607	19,356
Fire protection	15,931	17,518	9,424
Other	14,442	15,288	19,487
	\$ 693,363	\$ 627,942	\$ 677,103

Common area housekeeping and maintenance

Waste disposal	\$ 37,200	\$ 44,385	\$ 40,695
General	32,500	26,007	36,206
Supplies	11,000	10,467	15,497
Garage	11,000	5,695	11,628
Windows	10,000	11,475	9,386
Hardware and doors	10,000	7,927	14,086
Garage doors	8,000	7,453	9,413
Carpets	6,236	6,246	5,763
	\$ 125,936	\$ 119,655	\$ 142,674

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2136

Schedules to Financial Statements

Year ended February 28, 2021

	2021 Budget (Note 12)	2021 Actual	2020 Actual
General and administrative			
Office	\$ 33,692	\$ 38,688	\$ 33,656
Telephone	5,520	7,418	5,917
Audit	5,500	5,061	3,464
Legal	5,000	4,081	6,255
Consulting	1,000	-	-
Doubtful accounts (Note 4)	-	32,842	-
	\$ 50,712	\$ 88,090	\$ 49,292

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2136**Statement of Cash Flows****Year ended February 28, 2021**

	2021	2020
Cash provided by (used in)		
Operating activities		
Excess of expenditures over revenue	\$ (46,206)	\$ (25,072)
Changes in		
Accounts receivable	(33,433)	(57,787)
Prepaid expenditures	5,784	(6,266)
Accounts payable and accrued liabilities	110,503	(2,711)
Deposits payable	2,700	(750)
	39,348	(92,586)
Financing activities		
Allocation to reserve fund	729,408	657,120
Investing activities		
Increase in reserve investments	(787,917)	(501,923)
Reserve fund interest	82,012	92,156
Reserve fund expenditures	(64,872)	(238,287)
Pump retrofit rebate	-	25,588
	(770,777)	(622,466)
Change in cash	(2,021)	(57,932)
Cash, beginning of year	395,819	453,751
Cash, end of year	\$ 393,798	\$ 395,819

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2136

Notes to Financial Statements

Year ended February 28, 2021

1. Nature of operations

The Corporation was registered on February 28, 2011 under the Condominium Act, 1998 and is a not-for-profit organization that is exempt from taxes under the Income Tax Act. Its purpose is to manage and maintain the common elements (as defined in the Corporation's Declaration and By-laws) and to provide common services for the benefit of the owners of a 643 unit residential and a 6 unit commercial condominium community located at 60 and 61 Heintzman Street in Toronto, Ontario known as Heintzman Place.

2. Summary of significant accounting policies

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

Accrual basis of accounting

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

Common elements

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

Reserve fund

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

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2136

Notes to Financial Statements

Year ended February 28, 2021

2. Summary of significant accounting policies - cont'd

Fund accounting

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

Revenue and expenditures related to the parking units owned by the Corporation are reported in the Statement of Parking Units Fund.

Allocations and expenditures, at the discretion of the Board of Directors, that are unusual or may not be charged to the reserve fund, are reported in the Statement of Contingency Fund.

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

Reserve investments

Reserve investments are recorded at cost plus accrued interest.

Revenue recognition

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

Contributed services

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

Fund balance management

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

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2136

Notes to Financial Statements

Year ended February 28, 2021

3. Adequacy of reserve fund

The Directors have used the report of EXP Services Inc. dated December 21, 2020 and such other information as was available to them to evaluate the adequacy of the reserve fund. That report proposed allocations of \$729,408 for 2021, expenditures of \$17,876 and a year-end balance as at February 28, 2021 of \$5,249,347. Actual amounts were allocations of \$729,408, expenditures of \$64,872 and a year-end balance of \$5,188,256. Reserve fund allocations are proposed to increase by 12.00% annually for 2022 to 2024, 11.00% annually for 2025 to 2027 and by inflation annually thereafter.

Any evaluation of the adequacy of the reserve fund is based upon assumptions as to the future interest and inflation rates and estimates of the life expectancy of the building components and their replacement costs. These factors are subject to change over time and the changes may be material; accordingly, the Condominium Act, 1998 requires reserve fund studies be updated every three years.

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

4. Accounts receivable

	2021	2020
Utility recoveries	\$ 116,485	\$ 72,085
Common element fees receivable and other	56,011	34,136
Pump retrofit rebate receivable	25,588	25,588
Allowance for doubtful accounts	(32,842)	-
	<u>\$ 165,242</u>	<u>\$ 131,809</u>

Included in common element fees receivable and other is \$32,842 chargeback of legal fees to a unit owner related to a claim commenced by the Corporation against the unit owner. As the collectability of this balance is not reasonably assured, an allowance for doubtful accounts has been recorded. Any amount received subsequent to year-end will be recorded as recovery accordingly.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2136

Notes to Financial Statements

Year ended February 28, 2021

5. Reserve investments

	2021	2020
Guaranteed investment certificates	\$ 4,144,415	\$ 3,918,801
Cash	1,059,622	497,319
	<u>\$ 5,204,037</u>	<u>\$ 4,416,120</u>

The guaranteed investment certificates mature between March 2021 and February 2026 and earn interest at rates between 0.90% and 3.00% per annum. Cash is held in a bank account with Scotiabank earning interest at Bank of Canada's overnight target rate plus 0.45% per annum. Market value as at year-end approximates cost plus accrued interest.

6. Parking units

During the prior year, the Corporation acquired three parking units from a company related to the Declarant. The units were transferred to the Corporation for consideration of \$1 each plus legal costs.

7. Related party transactions

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

8. Financial instruments

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

9. Commitments

The Corporation has contractual obligations for various operating expenditures including management, cleaning, heating, ventilation and air conditioning, elevators, landscaping, snow plowing and security. All contracts contain short-term cancellation clauses.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2136

Notes to Financial Statements

Year ended February 28, 2021

10. Contingency

The Corporation has been named as Defendant in a Claim for damages in the amount of \$2,000,000, as a result of injuries allegedly suffered, as a result of an alleged failure of the Corporation's gym equipment. The Claim is covered by the Corporation's insurer.

11. COVID-19

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

- (i) Significant change in operational costs
 - Assessment and response:
Change in operational costs, if any, have been reflected in the financial statements.
- (ii) Non-collection or reduced collection of receivables from unit owners and others
 - Assessment and response:
The Corporation continues to follow recommended lien procedures for common element assessment receivables over 90 days; therefore, there is minimal risk related to non-collection or reduced collection of these receivables. The collectability of other receivables has been assessed for balances over 90 days and an allowance for doubtful accounts has been recorded for balances that remain unpaid subsequent to year-end.
- (iii) Due to reduced cash inflows and/or increased operating costs, the Corporation may be in an operating deficit position which may necessitate increased fees or a special assessment
 - Assessment and response:
The Corporation has positive working capital and is in an operating surplus position. The Corporation continues to be a going concern.
- (iv) Valuation issues related to capital assets
 - Assessment and response:
Impairment testing for capital assets has been done and there is no impairment based on the current market value of the capital assets.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2136

Notes to Financial Statements

Year ended February 28, 2021

12. Budget amounts

The budget amounts on the Statement of Revenue and Expenditures and Schedules to Financial Statements are presented for information purposes only, are unaudited and not covered by the Independent Auditor's Report of Adams & Miles LLP, Chartered Professional Accountants, dated June 3, 2021.

Properties

PIN 76136 - 1456 LT
Description UNIT 1, LEVEL 22, TORONTO STANDARD CONDOMINIUM PLAN NO. 2136 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT2811162; CITY OF TORONTO
Address 2201 SUITE
60 HEINTZMAN STREET
TORONTO

Consideration

Consideration \$ 2.00

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land

Name TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2136
Address for Service c/o Management Office
60-61 Heintzman Street
Toronto, ON M6P 5A1

I, Michael Pascu, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Party To(s)	Capacity	Share
-------------	----------	-------

Name HINES, CHRISTINE ALLYSON
Address for Service 60 Heintzman Street
Suite 2201
Toronto, ON M6P 5A1

This document is not authorized under Power of Attorney by this party.

Name WATSON, ANDREW GORDON
Address for Service 60 Heintzman Street
Suite 2201
Toronto, ON M6P 5A1

This document is not authorized under Power of Attorney by this party.

Statements

This notice is pursuant to Section 71 of the Land Titles Act.

This notice is for an indeterminate period

Schedule: See Schedules

Signed By

Marion Elaine Brufatto	3100 Steeles Ave W, Ste 300 Vaughan L4K 3R1	acting for Applicant(s)	Signed	2016 09 14
Tel 905-760-1800				
Fax 905-760-0050				

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

Submitted By

FINE & DEO

3100 Steeles Ave W, Ste 300
Vaughan
L4K 3R1

2016 09 16

Tel 905-760-1800

Fax 905-760-0050

Fees/Taxes/Payment

Statutory Registration Fee \$62.85

Total Paid \$62.85

File Number

Applicant Client File Number :

141203

SCHEDULE

SECTION 98 COMMON ELEMENTS ALTERATION AGREEMENT

(Agreement pursuant to Section 98 of
the *Condominium Act, 1998*, S.O.)

BETWEEN:

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2136

(Hereinafter referred to as the "Corporation")

- And -

Christine Allyson Hines and Andrew Gordon Watson

(Hereinafter referred to as the "Owner")

1. The Owner is the registered owner of Unit 1, Level 22, Toronto Standard Condominium Plan No. 2136, municipally known as Unit 2201, 60/61 Heintzman Street, Toronto, Ontario (hereinafter referred to as the "Unit") and wishes to install a bike rack on the common elements adjacent to the Owner's parking unit, being Parking Unit No. 23 level P2/B (hereinafter defined as the "Alteration") as described in Schedule "A" attached hereto.
2. The Alteration has been approved by the board of directors (the "Board") in accordance with Section 98(1) of the *Condominium Act, 1998* (the "Act") and the Corporation's declaration, by-laws and rules, subject however to the terms and conditions as hereinafter set out, to which the Owner agrees.
3. The Owner shall request and obtain the approval of the Board prior to commencing any work with respect to the Alteration and agrees to comply with all requirements imposed by the Board, including but not limited to, requirements with respect to the specifications of the Alteration and the manner in which the work is to be undertaken.
4. The Owner confirms that the Alteration will be constructed in accordance with the specifications described in Schedule "A" attached hereto. The Owner agrees that no further changes to the approved Alteration will be made without the prior consent in writing from the Board. Any variation from the Alteration approved by the Corporation may result in the immediate withdrawal of approval of the Alteration by the Corporation, and in such case the Owner shall remove the bike rack and return the affected common elements to original state.
5. The Owner shall bear all the costs associated with the Alteration and shall pay all the costs that may be incurred by the Corporation with respect to the Alteration, including all legal, engineering, administrative, and registration costs, as well as any legal costs that may be incurred as a result of the breach of this Agreement by the Owner. If unpaid, the Corporation may add such costs, plus interest thereon, to the common expenses payable for the Owner's dwelling unit and may specify a time for payment by the Owner.

6. Prior to the commencement of the work, the Owner shall provide a certificate of insurance from the contractor(s) performing the work relating to the Alteration (indicating that such contractor(s) have liability insurance satisfactory to the Corporation for the entire duration of the work related to the Alteration) as well as a Clearance Certificate (indicating that such contractor(s) obtained WSIB insurance coverage). The Owner's contractor(s) must be approved by the Corporation before any work on the Alteration is commenced.
7. The Owner shall obtain and maintain property and liability insurance policies that cover the Alteration and the Owner's liability under this Agreement, at the Owner's cost, and shall furnish to the Corporation, annually, or as requested by the Corporation, a certificate of insurance from the Owner's insurance company, certifying the existence of such insurance policies. The Owner agrees that if the Owner fails to obtain and maintain such insurance, the Corporation may obtain same at the Owner's cost.
8. The work related to the Alteration shall be carried out Monday to Friday only, between the hours of 9 a.m. and 5 p.m. All workers must be identified to the Corporation's property manager and must be approved by the property manager. The Corporation's property manager may impose reasonable access rules to all contractors and workers involved with the Alteration. All work must be undertaken in such a manner as to prevent disturbances to other residents. The Corporation reserves the right to require that all work cease if, in the reasonable discretion of the Corporation, the work is too disruptive. All workers must leave the Corporation's premises by 5 p.m. No work shall be carried out on Saturdays and Sundays or on statutory holidays. All work must be completed by the deadline specified by the Corporation and the Corporation reserves its right to restrict or prevent access onto the property to contractors or workers after the deadline.
9. The Owner shall have ownership of the Alteration and its use shall be governed in accordance with the Act, the Declaration, the by-laws and rules of the Corporation, except as otherwise set out in this Agreement. The Owner shall be fully responsible for the maintenance, repair and replacement of the Alteration, as well as for any damage or liability arising from the Alteration, regardless of how it was caused.
10. The Owner and his/her successors or assigns agrees to release and discharge the Corporation from any and all demands or claims whatsoever that he/she may have against the Corporation with respect to the Alteration and further agrees to indemnify the Corporation against any losses whatsoever that the Corporation may incur with respect to the Alteration.
11. The bike rack shall be used for the purpose of storing a bicycle and shall not be used at any time to store any other items or materials, and in particular, no storage of combustible, flammable, odorous or hazardous items shall be permitted at any time.
12. The Owner agrees to keep and maintain the bike rack and the adjacent common element area in good condition.
13. The Owner is strictly responsible for any non-compliance or breach of this Agreement caused by any resident, tenant or guest of the Unit, as the case may be. If the Owner (or any resident, tenant or guest of the Unit breaches any term or condition of this Agreement or fails to comply with the provisions of the Act, the declaration, by-laws or

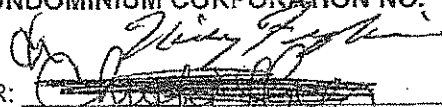
the rules of the Corporation as they relate to the Alteration, then among other remedies available to the Corporation, the Corporation may require the Owner to remove the Alteration, failing which the Corporation may remove same, at the Owner's cost. Any costs incurred by the Corporation with respect to this section may be added to the common expenses payable for the Unit and the Corporation may specify a time for payment by the Owner.

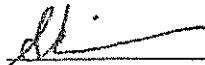
14. Any waiver by the Board or its agent of any breach of any term, covenant or condition herein contained shall not constitute a waiver of any other breach of the same or any other term, covenant or condition.
15. If part or all of the Alteration must be removed in order for the Corporation to perform its obligations with respect to the common elements, then the Corporation may require the Owner to temporarily or permanently remove part or all of the Alteration or may, upon giving at least forty-eight (48) hours prior written notice to the Owner (or without notice in cases of emergency), remove at the Owner's cost any part of the Alteration in order to perform such work or repairs as the Board, in its unfettered discretion, may consider necessary or desirable for the maintenance of the building and the common elements. The Corporation shall not be responsible for repairing, replacing or restoring the Alteration which may be damaged or removed as a result of the work being done by the Corporation. Any costs, charges, interest and expenses incurred by the Corporation with respect to this section may be added to the common expenses payable for the Owner's dwelling unit and the Corporation may specify a time for payment by the Owner.
16. The Owner may at any time remove the Alteration, at own cost. The Owner agrees to pay any costs that may be incurred by the Corporation with respect to the removal of the Alteration and any restoration work. If unpaid, the Corporation may add such costs, plus interest thereon, to the common expenses payable for the Unit and may specify a time for payment by the Owner. Provided that all costs owing to the Corporation, if any, have been paid, and upon satisfactory inspection by the Corporation of the restoration work, the Corporation shall execute such deeds or documents as may be necessary to effect removal of the Agreement from title to the Unit. The Owner shall pay any costs of the Corporation of reviewing any such deeds or documents.
17. The Owner, by executing this Agreement, agrees and consents to the registration of this Agreement on title to the Owner's unit by the Corporation's solicitors.
18. If any provision of this Agreement shall be found to be or be deemed illegal, invalid or otherwise unenforceable by a court of law, the remainder of the Agreement shall not be affected thereby and the Agreement shall be construed as if such invalid, illegal or unenforceable provision were omitted.
19. This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties have executed this agreement.

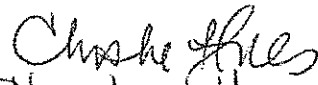
DATED this 16 day of July, 2016.

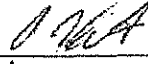
TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2136

PER: 
Name: Nick Righiero director
Position:

PER: 
Name: Gaye Hardiman
Position: President

We have the authority to bind the Corporation

Owner: 
Name: Christine Hines

Owner: 
Name: Andrew Watson

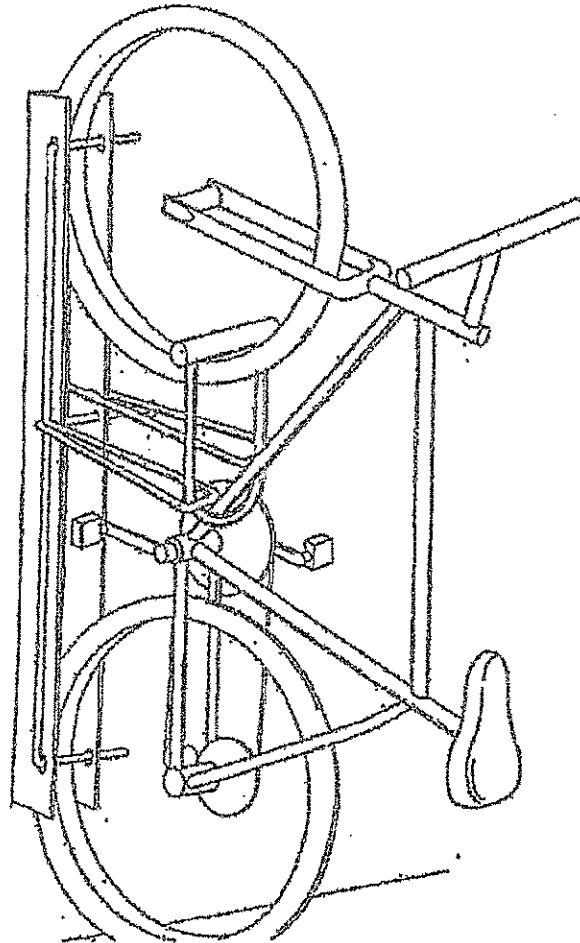
SCHEDULE A

The Alteration shall consist of the installation of a bike rack to the common element area adjacent to the Owner's parking unit, with the following specifications:

1. The bike rack shall be the model entitled LOCK-UP: double (single or double) Vertical Rack, manufactured by Bikerack Mfg & Dist. Co.
2. The specifications of the bike rack are outlined in attached Sketch 1.

LOCK-UP-1
BIKERACK MFG & DIST, CO.

Sketch 1



SPEC: CHANNEL, 14 GAUGE HOT ROLLED STEEL
: SLIDING ARMS 5/8" HOT ROLLED SOLID ROD
: POWDER COATED PAINT COLOUR BLUE
: INSTALLED 21" CENTRE TO CENTRE OR 24" CENTRE
: 10" FROM GROUND TO BOTTOM OF CHANNEL
: LAG USING 3/16" X 1 1/2" TAP CANS THREE SECTIONS PER RACK
PRODUCT NAME: LOCK-UP-1 vertical bike rack

(416) 977-7499

ASSUMPTION AGREEMENT

THIS AGREEMENT made this 9th day of March, 2011.

BETWEEN: KINTYRE CO-OPERATIVE DEVELOPMENT
CORPORATION
(the Assignor)

- and -

TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 2136
(the Assignee)

BACKGROUND:

- I. The Property and its development as a multi-residential condominium is the subject of a settlement agreement (the **NRI Settlement Agreement**) resulting from an appeal to the Ontario Municipal Board by NRI. Notice of the NRI Settlement Agreement is registered against the title to the Property in the Land Titles Division for the Toronto Registry Office (No. 66) as Instrument Number AT535181. The Assignor is a party to the NRI Settlement Agreement through an assumption agreement dated November 6, 2006 (the **Assumption**). The Minutes were amended on June 16, 2008 (the **Amending Agreement**).
- II. Copies of the Assumption and the Amending Agreement are attached to this Assignment and Assumption as Schedules A and B respectively.
- III. The Assignee has agreed to assume the benefits and be bound by the obligations of the Assignor in these agreements.

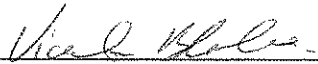
NOW THEREFORE, in consideration of the premises and the sum of Two Dollars (\$2.00) of lawful money of Canada and of other good and valuable consideration (the receipt and sufficiency whereof is hereby acknowledged by the parties hereto), the parties covenant and agree as follows:

1. The Assignor assigns and the Assignee assumes the Assignor's covenants and obligations contained in the Agreement, and the Assignee agrees to be bound by and perform or cause to be performed all the covenants, terms and conditions contained in the Agreement, irrespective of whether such covenants, terms and conditions should have been performed prior to the date of this agreement.
2. In connection therewith, the Assignee shall:
 - i. indemnify and save the Assignor harmless from all and any costs, damages or expenses that may be paid or incurred by the Assignor following any suit or action taken by any other party because of the failure of the Assignee to discharge and perform all or any of the obligations, covenants, agreements and obligations forming part of the liabilities assumed hereunder; and
 - ii. if any suit or action is commenced against the Assignor in connection with any of the assumed liabilities or in respect of any covenant, condition, agreement or obligation assumed hereby, assume the conduct of the Assignor's case and will provide to the Assignor such further indemnification from all costs, damages or expenses the Assignor may reasonably require.

3. Further Assurances—The Assignee will, from time to time, and at all times hereafter upon the reasonable request of the Assignor, its successors and assigns, or its solicitors and at the cost of the Assignee, do and execute or cause to procure to be made, done and executed all such further acts, deeds and assurances for more effectually and completely assuming and becoming liable for the liabilities assumed in accordance with this Agreement.
4. Governing Law—The provisions of this Agreement shall be governed and construed in accordance with the laws of the Province of Ontario.
5. Succession—This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto.

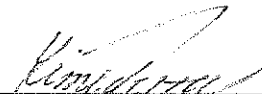
KINTYRE CO-OPERATIVE
DEVELOPMENT CORPORATION

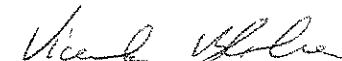
Per: 
Name: Vicenta Blake
Title: President

Per: 
Name: Gordon Moir
Title: Secretary

We have authority to bind the Corporation

TORONTO STANDARD
CONDOMINIUM CORPORATION
NO. 2136

Per: 
Name: Blanka Simeckova
Title: President

Per: 
Name: Vicenta Blake
Title: Secretary

We have authority to bind the Corporation

APPENDIX A TO ASSIGNMENT AND ASSUMPTION AGREEMENT
ASSUMPTION AGREEMENT, NOVEMBER 6, 2006

NRI ASSUMPTION AGREEMENT

THIS AGREEMENT made this 6th day of November, 2006,

AMONG:

1305227 Ontario Limited (the Vendor

and

Options for Homes Non-profit Corporation (Greater Toronto Area) (the Purchaser)

and

Kintyre Co-Operative Development Corporation (the Assignee)

and

NRI Industries Inc. (NRI)

WHEREAS by an agreement of purchaser and sale (the **Agreement**) dated May 17, 2006, the Vendor has sold and the Purchaser has agreed to purchase certain lands and premises in the City of Toronto known municipally as 403-417 Keele Street, Toronto (the **Property**) and the transaction is scheduled to complete on December 12, 2006 (the **Closing**);

AND WHEREAS the Purchaser has assigned, or, before Closing, will assign, the Agreement to the Assignee;

AND WHEREAS title to the Property and other lands is subject to the terms and conditions of an agreement among the Vendor, NRI and others, notice of which has been registered on July 5, 2004 as Instrument No. AT535181 (the **Minutes**) and pursuant thereto the Vendor is obliged to insert in any agreement of purchase and sale certain provisions as hereinafter set out from the Minutes and to obtain a written agreement from any purchaser of the Property or parts thereof an assumption agreement agreeing to be bound by the Minutes and to release NRI from certain obligations as hereinafter set out; and

AND WHEREAS the Purchaser and the Assignee have made application to the Committee of Adjustment for Minor Variance and Consent for the Property.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of mutual covenants contained in this agreement and the sum of \$2.00 now paid by the Purchaser and the Assignee to NRI and the Vendor, the receipt of which is acknowledged, the Purchaser and the Assignee covenant and agree with the Vendor and NRI as follows:

1. Except as may otherwise be defined herein, all of the defined terms shall have the meanings as set forth in the Minutes as hereinafter defined.
2. Attached as Schedule "A" hereto is a complete copy of the Minutes filed in Case No. dated April 22, 2004.
3. Each of the Purchaser and the Assignee acknowledge having read the provisions of the Minutes and each covenants and agrees to comply therewith and, in particular, with the provisions of paragraph 5, concerning Mitigation Commitments, the provisions of paragraph 6, concerning NRI Expansion, the provisions of paragraph 12 concerning the insertion into an agreement of purchase and sale for the Property, the Emissions Warning Clause, and those in paragraphs 15 and 16, requiring the insertion into agreements of purchase and sale of the Emissions Warning Clause and the obligation to enter into this Assumption Agreement, among other things.
4. Each of the Purchaser and the Assignee hereby covenants and agrees to assume the burden of all of the obligations of the Vendor under the Minutes, to observe and perform the covenants, provisos and conditions on the part of the Vendor set forth in the Minutes, including those set forth in paragraph 3 above and to indemnify and save harmless the Vendor from all actions, suits costs, losses, damages and expenses in respect of such covenants, conditions and agreements with respect to the Property.
5. Each of the Purchaser and the Assignee hereby agree to discharge, perform and fulfil each and every covenant of the Vendor under the Minutes in so far as they relate to the Property.
6. Each of the Purchaser and the Assignee hereby release NRI from any and all liability resulting from the continued operation of the NRI Plant.

7. Each of the Purchaser and the Assignee covenants and agrees that it shall obtain from any subsequent Purchaser or Transferee a written agreement to be assume and be bound by the provisions of the Minutes.
8. Each of the Purchaser and the Assignee covenants and agrees that it has complied with the provisions of the Minutes in its application for Minor Variance and, to the extent that it has entered into or will enter into any agreements to sell all or part of the Property to insert in all such agreements of purchase and sale the provisions required by the Minutes, including the obligation of any such purchaser to execute and deliver to NRI, an assumption agreement, substantially in the form of these presents.
9. This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same document.
10. This Agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.
11. Any of the parties hereto may execute this Agreement and deliver it to each other by facsimile transmission and a facsimile signature shall be deemed to be as valid and effective as an original signature of the person so signing.

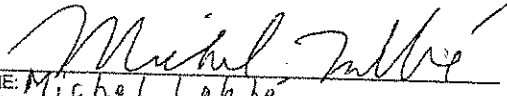
IN WITNESS WHEREOF the parties have duly executed this Agreement.

1305227 Ontario Limited

NAME: _____
TITLE: _____

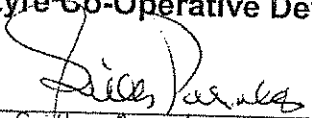
I have the authority to bind the Corporation

**Options for Homes Non-profit Corporation
(Greater Toronto Area)**


NAME: Michel Labbe
TITLE: president

I have the authority to bind the Corporation

Kintyre Co-Operative Development Corporation


NAME: Gille Paradis
TITLE: Secretary

I have the authority to bind the Corporation

NRI ASSUMPTION AGREEMENT

THIS AGREEMENT made this 6th day of November, 2006,

AMONG:

1305227 Ontario Limited (the Vendor

and

Options for Homes Non-profit Corporation (Greater Toronto Area) (the Purchaser)

and

Kintyre Co-Operative Development Corporation (the Assignee)

and

NRI Industries Inc. (NRI)

WHEREAS by an agreement of purchaser and sale (the **Agreement**) dated May 17, 2006, the Vendor has sold and the Purchaser has agreed to purchase certain lands and premises in the City of Toronto known municipally as 403-417 Keele Street, Toronto (the **Property**) and the transaction is scheduled to complete on December 12, 2006 (the **Closing**);

AND WHEREAS the Purchaser has assigned, or, before Closing, will assign, the Agreement to the Assignee;

AND WHEREAS title to the Property and other lands is subject to the terms and conditions of an agreement among the Vendor, NRI and others, notice of which has been registered on July 5, 2004 as Instrument No. AT535181 (the **Minutes**) and pursuant thereto the Vendor is obliged to insert in any agreement of purchase and sale certain provisions as hereinafter set out from the Minutes and to obtain a written agreement from any purchaser of the Property or parts thereof an assumption agreement agreeing to be bound by the Minutes and to release NRI from certain obligations as hereinafter set out; and

AND WHEREAS the Purchaser and the Assignee have made application to the Committee of Adjustment for Minor Variance and Consent for the Property.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of mutual covenants contained in this agreement and the sum of \$2.00 now paid by the Purchaser and the Assignee to NRI and the Vendor, the receipt of which is acknowledged, the Purchaser and the Assignee covenant and agree with the Vendor and NRI as follows:

1. Except as may otherwise be defined herein, all of the defined terms shall have the meanings as set forth in the Minutes as hereinafter defined.
2. Attached as Schedule "A" hereto is a complete copy of the Minutes filed in Case No. dated April 22, 2004.
3. Each of the Purchaser and the Assignee acknowledge having read the provisions of the Minutes and each covenants and agrees to comply therewith and, in particular, with the provisions of paragraph 5, concerning Mitigation Commitments, the provisions of paragraph 6, concerning NRI Expansion, the provisions of paragraph 12 concerning the insertion into an agreement of purchase and sale for the Property, the Emissions Warning Clause, and those in paragraphs 15 and 16, requiring the insertion into agreements of purchase and sale of the Emissions Warning Clause and the obligation to enter into this Assumption Agreement, among other things.
4. Each of the Purchaser and the Assignee hereby covenants and agrees to assume the burden of all of the obligations of the Vendor under the Minutes, to observe and perform the covenants, provisos and conditions on the part of the Vendor set forth in the Minutes, including those set forth in paragraph 3 above and to indemnify and save harmless the Vendor from all actions, suits costs, losses, damages and expenses in respect of such covenants, conditions and agreements with respect to the Property.

**APPENDIX B TO ASSIGNMENT AND ASSUMPTION AGREEMENT
AMENDING AGREEMENT, JUNE 16, 2008**

\\Client Files\Klein\Kleyns Group\Goulds Regt 2\43MPQ - TSCG\Organization\assumptions\7.10 - Assumption Agreement - NRT - Mar 7 11.doc

THIS AGREEMENT made this 16th day of June, 2008.

BETWEEN:

NATIONAL RUBBER TECHNOLOGIES CORPORATION
("NRT")

- and -

KINTYRE CO-OPERATIVE DEVELOPMENT CORPORATION
("Kintyre")

WHEREAS the Committee of Adjustment of the City of Toronto issued a Notice of Decision dated November 12, 2007, identified by File Number A0642/07TEY (the "Decision");

WHEREAS National Rubber Technologies Corporation appealed the Decision to the Ontario Municipal Board;

AND WHEREAS 2120466 Ontario Inc. and NRT (collectively "NRT") are the successors by way of a General Conveyance and Limited Assumption of Liabilities Agreement dated February 16, 2007 pursuant to an asset purchase agreement dated December 4, 2006 of the plant lease and equipment formerly owned by NRI Industries Inc. and located at 35 Cawthra Avenue.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants contained herein the parties hereto agree as follows:

1. That as between the parties hereto the Agreement between NRI Industries Inc. and others, notice of which has been registered on July 5, 2004, as Instrument No. AT535181 (the "Minutes"), which was assumed by Kintyre by means of the "NRI Assumption Agreement" dated November 6, 2006 will be amended in accordance with the terms hereunder.
2. Kintyre and NRT covenant and agree that NRT has assumed the benefit and burden of the Minutes and the NRI Assumption Agreement as if each had been originally executed by NRT
 - (a) In the event that Kintyre proceeds with a building permit application and building construction in reliance on variance 5 and 6 as approved in the Decision then subject to sub-section (b) hereunder Kintyre shall provide non-operable windows where indicated on the attached Schedule "1" and shall install and enter into a service contract that provides for testing and regular replacement of carbon filters on the air intakes, all as more specifically provided for in the attached Schedule "2" engineer's report. Kintyre warrants that with the provision of non-operable windows, the "Performance Standard", as defined by section 5(b) of the Minutes has been complied with. In reliance upon this warranty, NRT and Kintyre agree that all obligations set out in sub-section 5(b) and (d) of the Minutes have been satisfied for all purposes as between the Parties hereto.
 - (ii) In the event that a governmental authority requires operable windows, Kintyre may redesign the affected units to provide operable windows anywhere where non-operable would otherwise be required pursuant to this Agreement or the Minutes, provided that the "Performance Standard" as set out in sub-section 5(b) of the Minutes is met, and subsection 5(d) of the Minutes continues to apply in this circumstance.
4. Notwithstanding section 9 of the Minutes, Kintyre will provide NRT with a copy of any application (or amendment thereto) in respect of site plan, revisions to Section 37 Agreement, draft plan of condominium, or minor variance applications 10 days prior to the submission of same to the City and provide NRT with copies of building permit applications not later than the same day such applications are filed with the City.

5. NRT will forthwith provide its consent to a Decision and Order of the Ontario Municipal Board allowing the appeal, in part, and approving the minor variances described in the Decision, provided that:
 - (i) The Board is provided with a copy of this Agreement as evidence of NRT's consent;
 - (ii) The Board is provided with a copy of a draft Order attached as Schedule "3" and is requested by both parties to issue the Order in the form attached;
 - (iii) The Parties agree that the approval of variances 5 and 6 is conditional upon all windows being non-operable in the locations indicated in the attached Schedule "1" subject to a proviso for the implementation of Section 3(b) of this Agreement; and
 - (iv) The Parties agree condition (ii) of the Decision relating to the drawings dated October 23, 2007 is modified only as necessary to relate to the drawings attached hereto as Schedule 1.
6. In the event that Kintyre is considered by the Chief Building Official of the City of Toronto not to have satisfied Condition 3 of the Board's Order as set out on Schedule "3" hereto only by virtue of the realization of the rights of Kintyre in section 3(b) of this Agreement upon the occurrence of the contingency therein, and a building permit is denied on this basis, then NRT will not object, directly or indirectly, to any future application or proceeding by Kintyre in pursuit of said permit or to remove said Condition 3.
7. In the event that Kintyre is required by the Chief Building Official to provide operable windows in the locations indicated in the attached Schedule "1", Kintyre shall provide NRT with written notice of the Chief Building Official's position in this respect and shall not re-submit plans to the City respecting operable windows until the seventh day following the delivery of such notice. In this event, Kintyre shall not object to NRT making submissions to the Chief Building Official that non-operable windows in the locations indicated in Schedule "1" do not contravene applicable law.
8. Kintyre shall pay for NRT's third party costs (including consulting, engineering and legal) to negotiate and execute this Agreement (provided that those costs are not greater than \$45,000)
9. Schedule "C" of the Minutes is hereby replaced with Schedule "4" to this Agreement.
10. Kintyre agrees that no mitigation is required to be completed by NRT at source to provide for an appropriate living environment for the future Kintyre development as both Parties are relying upon the "at receptor mitigation" provided for in this Agreement and the Minutes. In addition, Kintyre will give any necessary further assurances, in the event that the Ministry of the Environment requires any further assurances from Kintyre, that Kintyre does not require any "at source odour mitigation" at the NRT facility to ensure compatibility between NRT and Kintyre for purposes of the Ministry of the Environment issuing any Certificate of Approval to NRT.
11. Kintyre agrees that a full copy of this Agreement shall be delivered to the City Solicitor 10 days prior to the date it is forwarded to the OMB.
12. Kintyre agrees that the Emissions Warning Clause shall be amended to read as follows in all agreements referred to in section 12 of the Minutes executed after the date of this Agreement:

"Emissions Warning Clause:

Warning: Parts of this development are in close proximity to the National Rubber Technologies Corporation's, ("NRT") manufacturing plant, which operates 24 hours a day, 7 days a week. Various processes may operate continuously. Activities included the venting of plant exhaust air and rubber manufacturing odours, and the operation of

various manufacturing processes for the making of various rubber products. There may be alterations and/or expansions to the NRT operations at this plant in the future by NRT, its successors or assigns which may require approvals from various authorities including, but not limited to, the Ministry of the Environment and the City of Toronto.

Notwithstanding the inclusion of certain mitigation features within that development to lessen odour from the NRT plant, from time to time odours from the plant could be unpleasant and could affect the living environment of the residents in the development. NRT will not be responsible for any complaints or claims arising from any of the activities at or relating to the NRT Plant, property or operations thereon. NRT warrants that the emissions emanating from the NRT Plant do not exceed concentrations for human health-based limits specified with the General-Air Pollution Regulation under the Ontario Environmental Protection Act at the Kintyre Co-Operative Development Corporation lands."

Paragraph 25 of the Minutes is updated as follows:

National Rubber Technologies
35 Cawthra Avenue Corporation
Toronto, ON M6N 5B3

Attention: Greg Bavington
Fax No.: (416) 652-4348

Lawrence N. Gross
Sheldon Gross
Jules Gross
c/o Lawrence N. Gross
Cawthra Properties II
Property Management
5145 Steeles Avenue West
Toronto, ON M9L 1R5
Fax No.: (416) 745-6978

With a copy to:
Stikeman Elliott LLP
5300 Commerce Court West
199 Bay Street
Toronto, ON M5L 1B9

Attention: Jim Harbell
Fax No.: (416) 947-0866

Kintyre Co-Operative Development Corporation
468 Queen Street East, Suite 310
Toronto, ON M5A 1T7

Attention: Michel Labbé
Fax No.: (416) 867-1743

With a copy to:
McCarthy Tétrault LLP
Toronto Dominion Tower
66 Wellington Street West
Suite 4700
Toronto, ON M5K 1E6

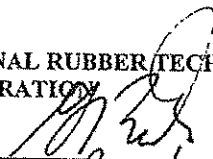
Attention: John Dawson
Fax No.: (416) 868-0673

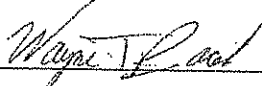
City of Toronto
55 John Street
26th Floor, Stn. 1260
Toronto, ON M5V 3C6

Attention: Anna Kinastowski
Fax No.: (416) 397-5624

13. The reference to "opaque glass" on Schedule 1 shall mean, for all matters under or pursuant to this agreement GGI 5mm Stipolite rolled glass as sold by General International as at June 12, 2008 or glass of equivalent or greater opacity.
14. All other provisions of the Minutes and NRI Assumption Agreement remain in full force and effect as if both the Minutes and the NRI Assumption Agreement had been originally executed between NRT and Kintyre.

**NATIONAL RUBBER TECHNOLOGIES
CORPORATION**


Per: 
Name: Greg Davington
Title: President and CEO

Per: 
Name: _____
Title: _____

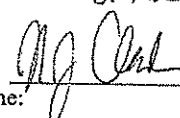
c/s

I have the authority to bind the Corporation

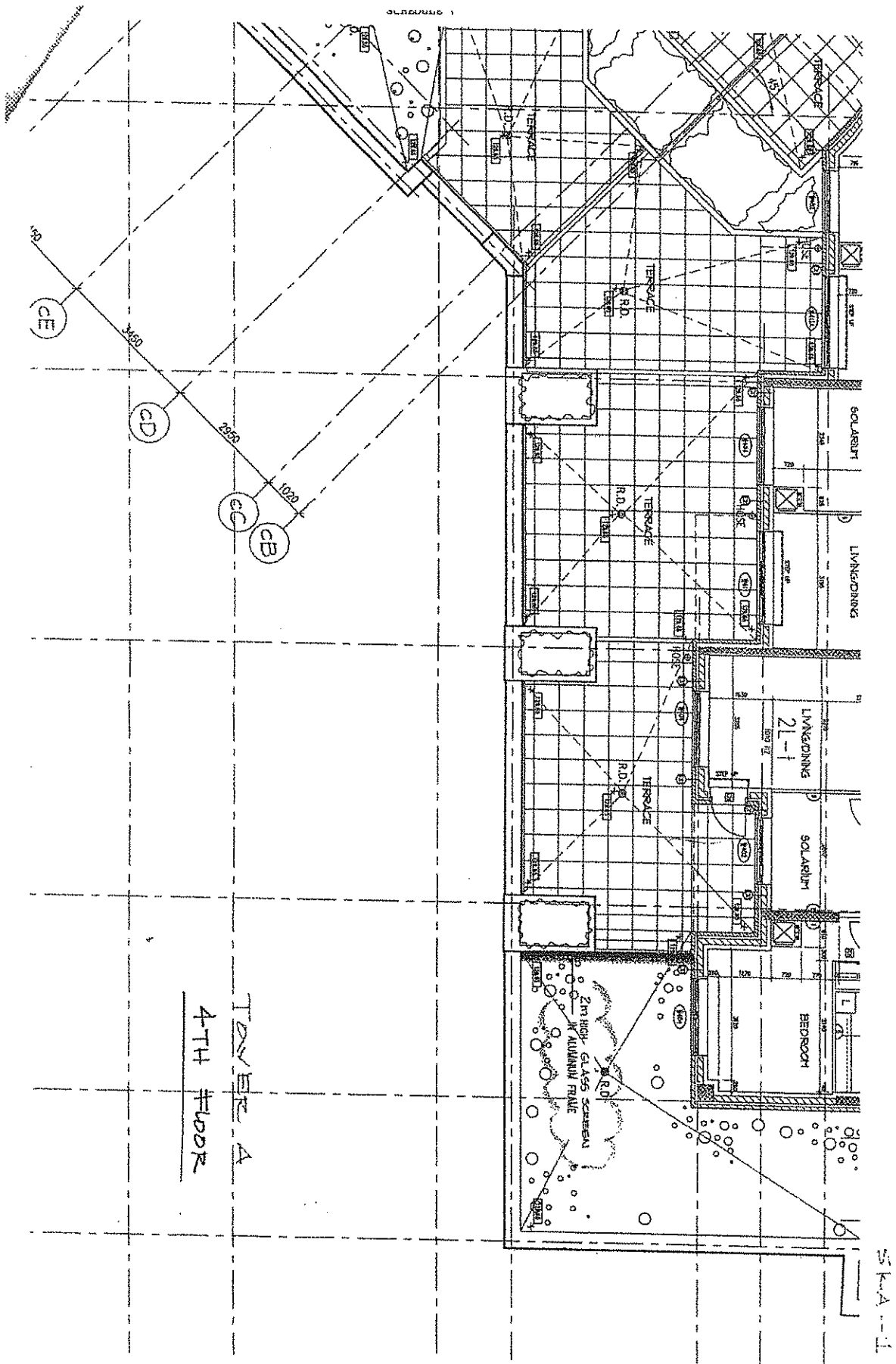
**KINTYRE CO-OPERATIVE DEVELOPMENT
CORPORATION**

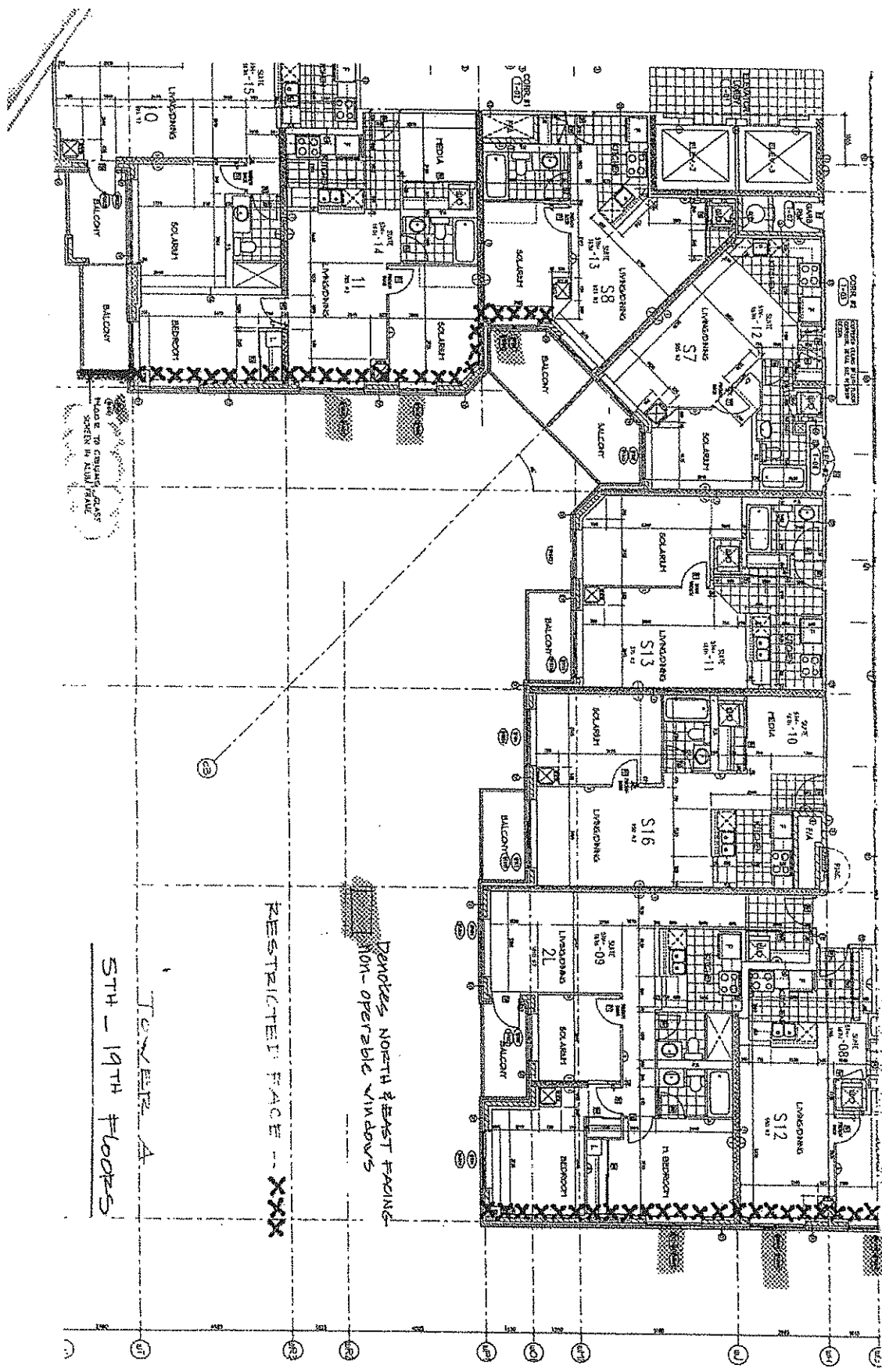
Per: 
Name: Wm GAMBLE
Title: SIGNING OFFICER

c/s

Per: 
Name: _____
Title: _____

I/We have the authority to bind the Corporation





TOWER A
19TH FLOOR

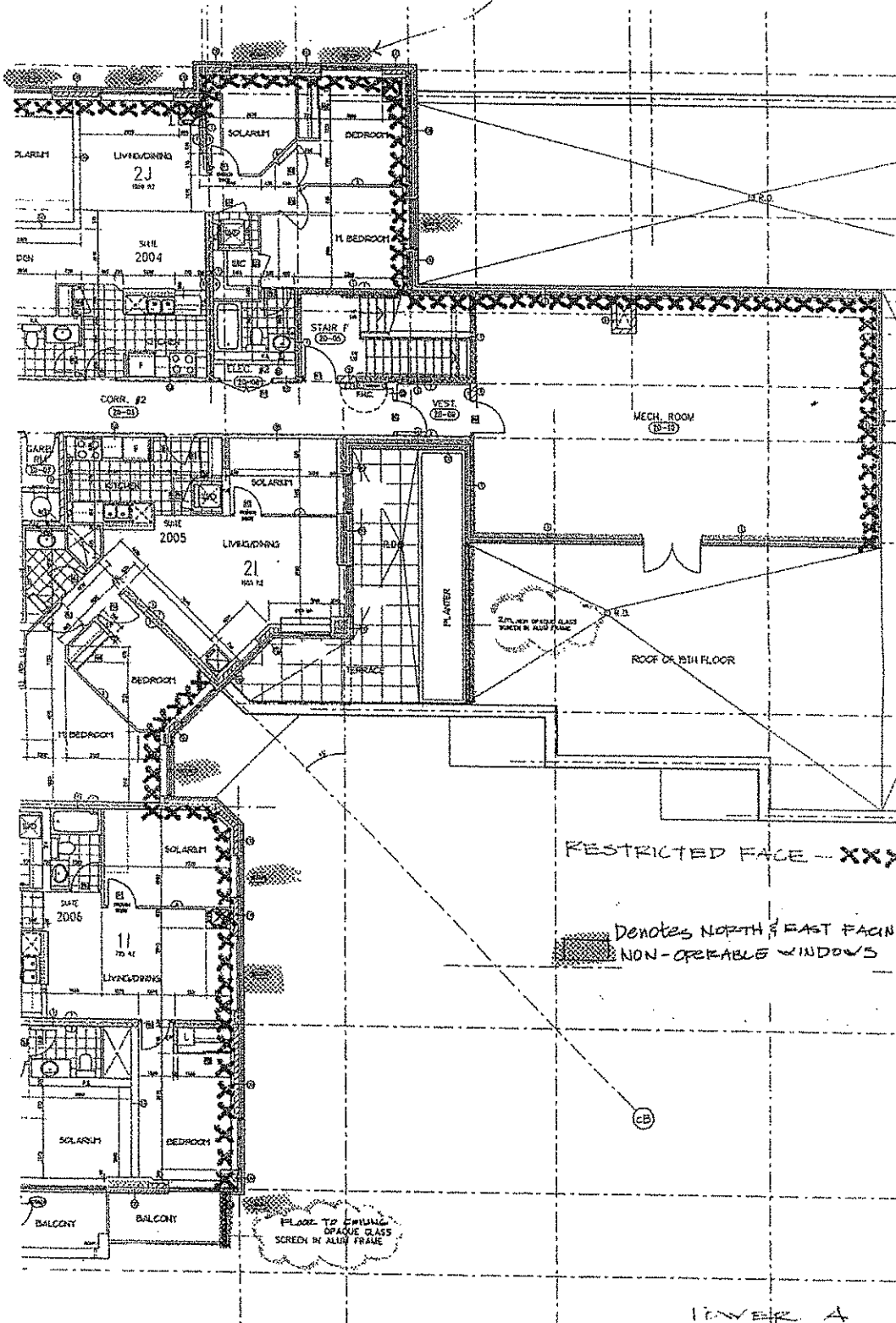
RESTRICTED FACE - XXX

REMOVES NORTH & EAST FACING
NON-OPERABLE WINDOWS

Photo top all windows
on north & east elev.

SKA-2

DITTO FOR ALL WINDOWS
ON NORTH ELEVATION

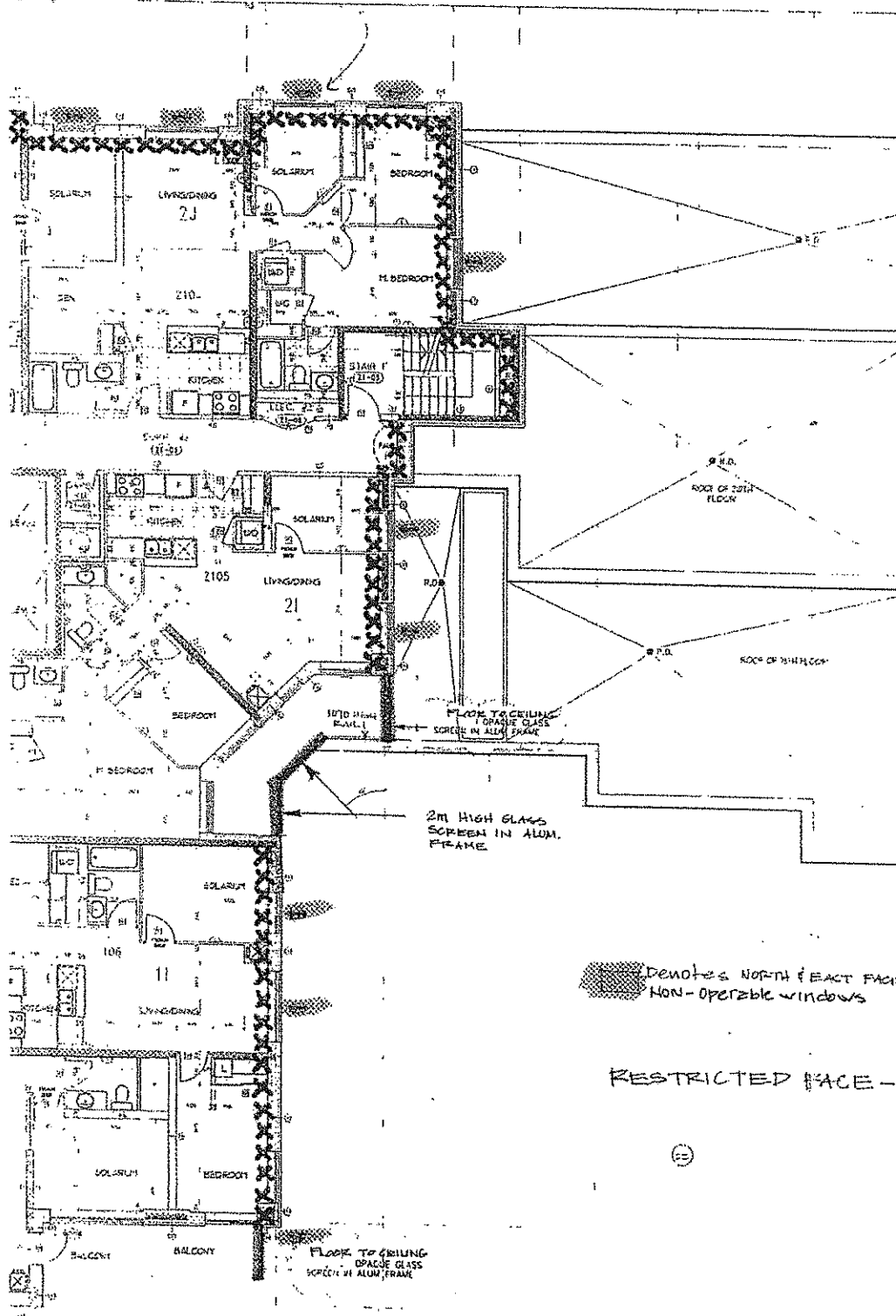


RESTRICTED FACE - XXX

Denotes NORTH & EAST FACING
NON-OPERABLE WINDOWS

UNIT A
20TH FLOOR

DITTO FOR ALL WINDOWS
ON NORTH ELEVATION



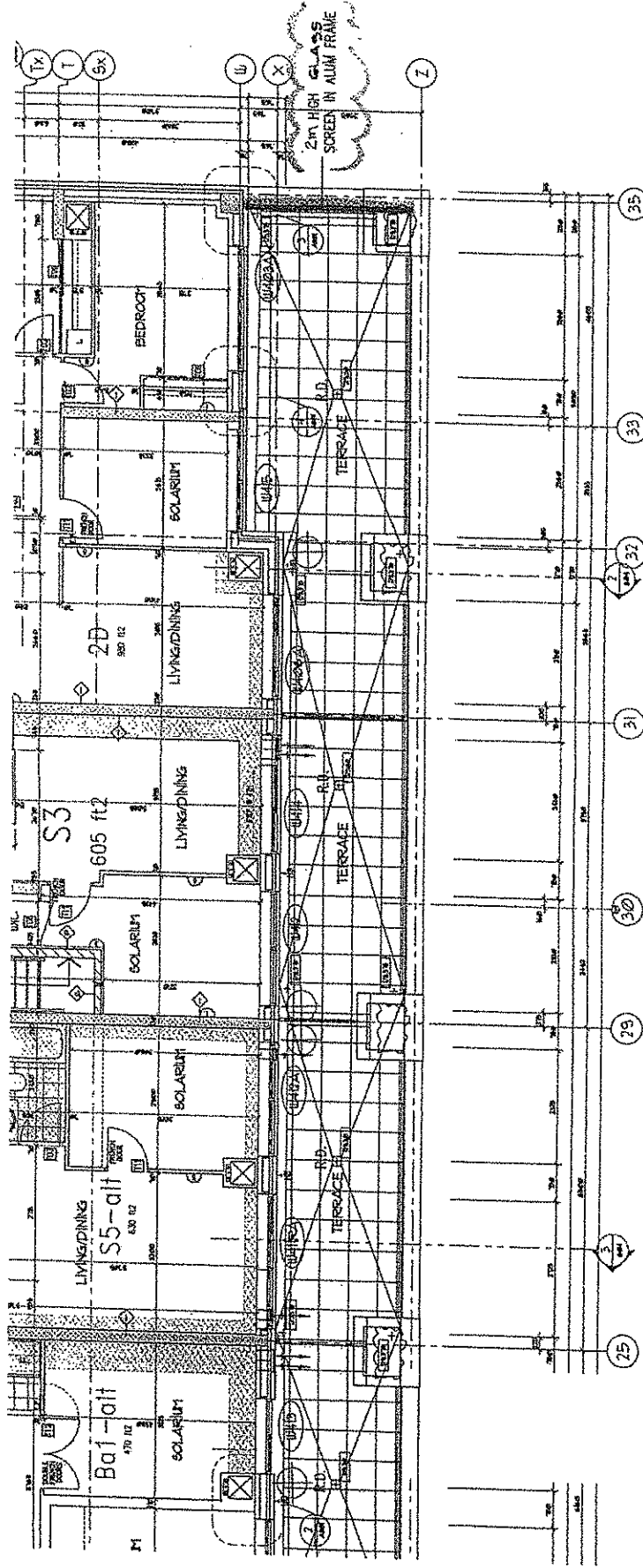
RESTRICTED FACE-XXX

(2)

TOWER A

21ST - 24TH FLOORS

Sheet 1



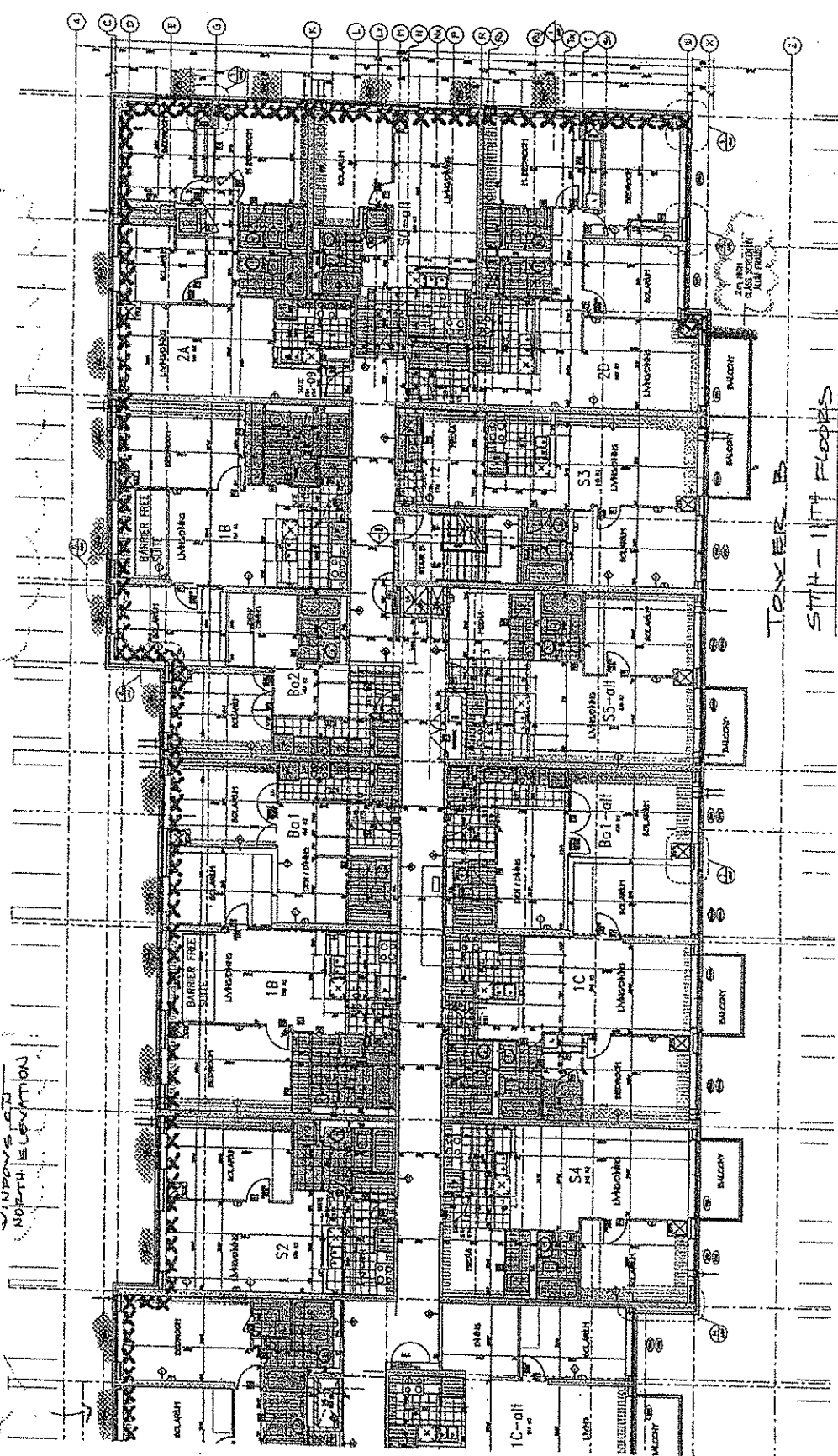
TOWER B

4TH FLOOR

DEVICES NORTH & EAST FACING
NON-OPERABLE WINDOWS

RESTRICTED ACCESS - XXX

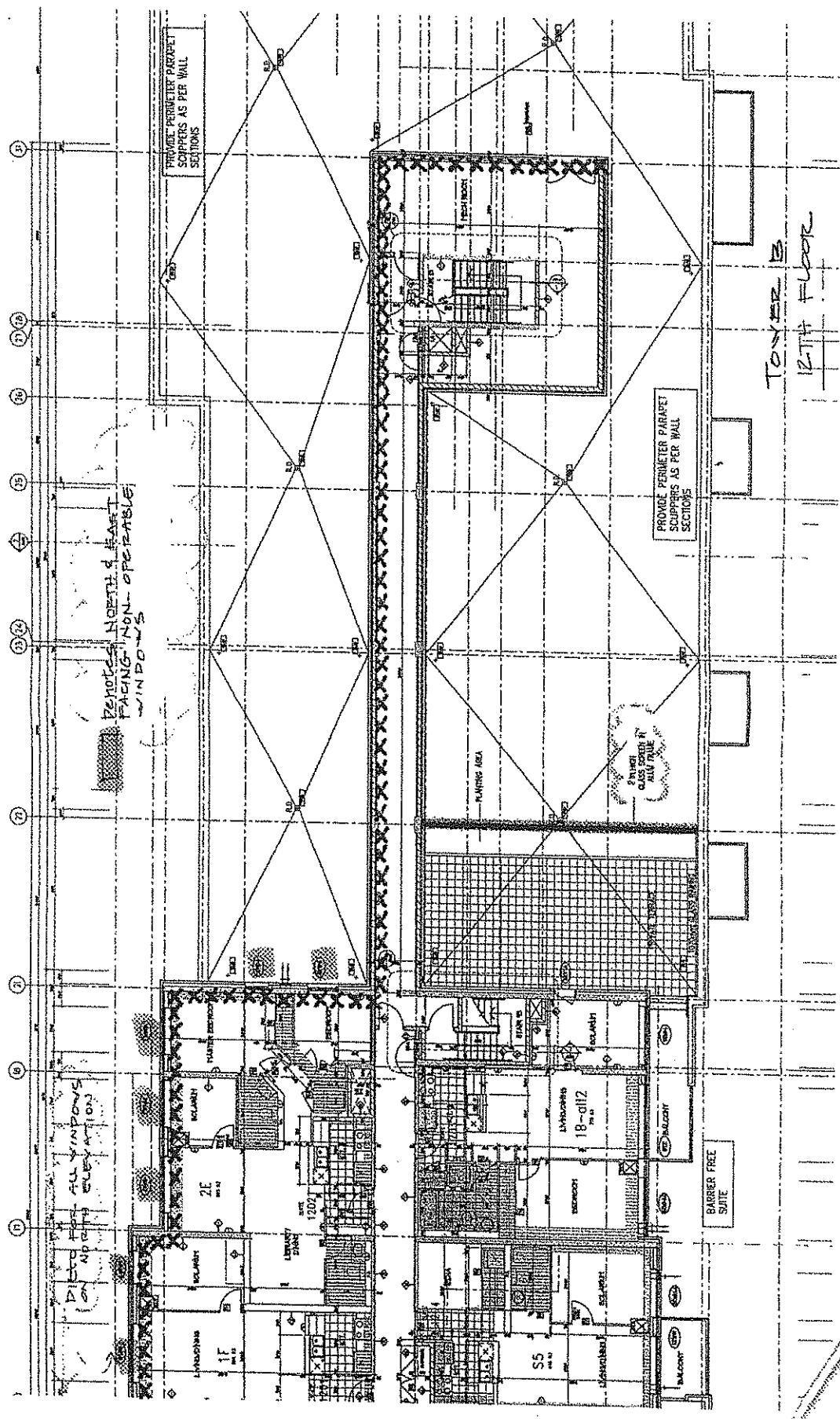
DICTIONARY FOR ALL
WINDOWS ON
NORTH ELEVATION



TOWER B
STAIR - 11TH FLOORS

Sketch - 3

RESTRICTED PAGE - XXX

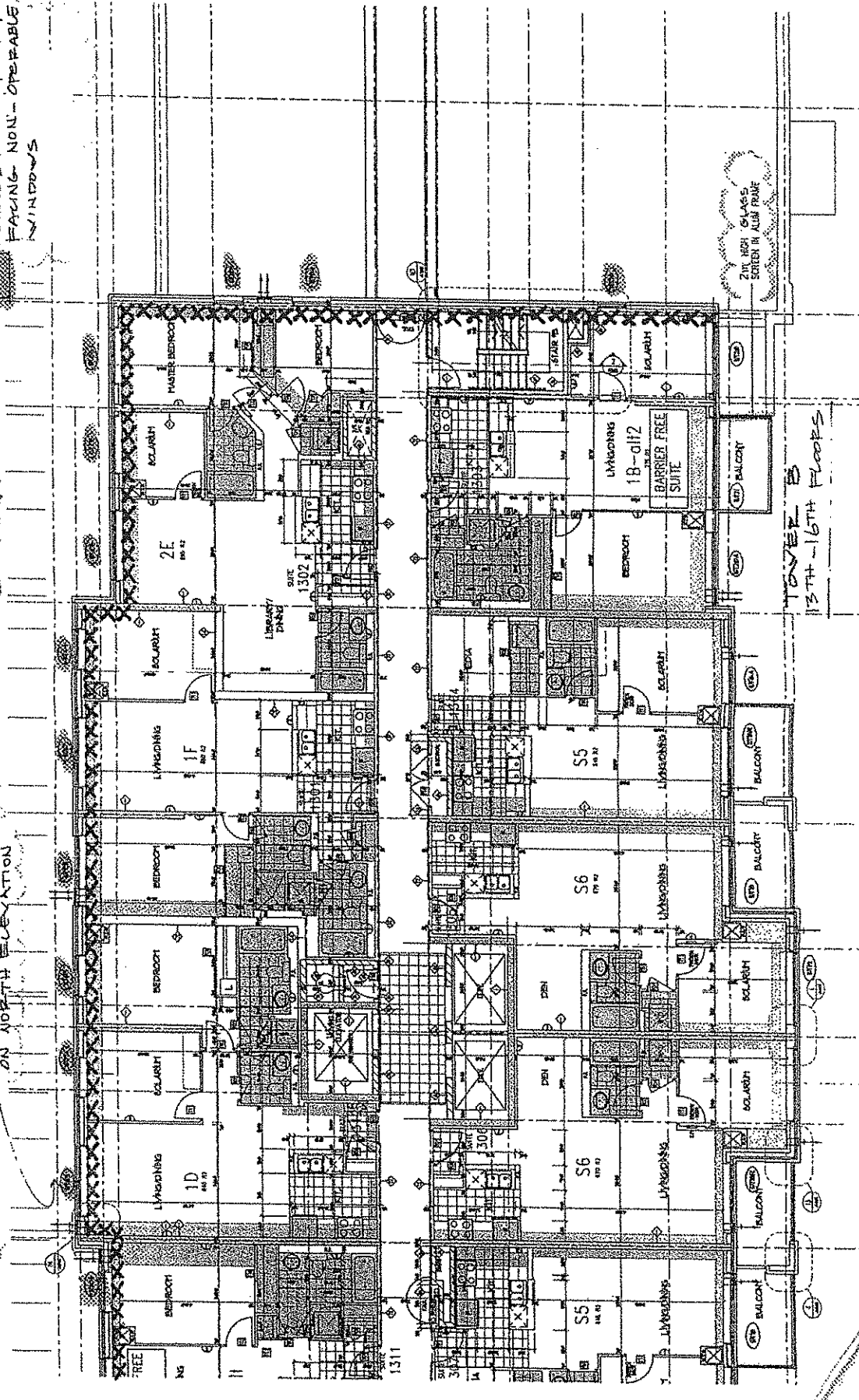


TO 12TH FLOOR

Denotes North & East
Facing Non-Operable
Windows

Ditto for all windows
on north elevation

RESTRICTED FACE - XXX



TOWER B
13TH - 16TH FLOORS

Case No. FL030773

NRI Industries Inc., Deanne Judson and Maria Moriarty have appealed to the Ontario Municipal Board under subsection 17(24) of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended, from a decision of the City of Toronto to approve Proposed Amendment No. 267 to the Official Plan for the City of Toronto to redesignate land at 403 Keele Street to permit high density residential development
O.M.B. File No. O030332

NRI Industries Inc., Deanne Judson and Maria Moriarty have appealed to the Ontario Municipal Board under subsection 34(19) of the *Planning Act*, R.S.O. 1990, c. P. 13, as amended, against Zoning By-law 746-2003 of the City of Toronto
O.M.B. File No. R030201

MINUTES OF SETTLEMENT dated this 22nd day of April, 2004.

BETWEEN:

NRI INDUSTRIES INC.
(hereinafter referred to as "NRI")

- and -

LAWRENCE N. GROSS, SHELDON GROSS AND JULES GROSS
(hereinafter referred to as "Gross")

- and -

NEXXT DEVELOPMENT CORPORATION
(hereinafter referred to as "NEXXT")

- and -

1305227 ONTARIO LIMITED
(hereinafter referred to as "1305227")

- and -

CITY OF TORONTO
(hereinafter referred to as "Toronto")

WHEREAS on July 24, 2003 Toronto adopted proposed Official Plan Amendment No. 267 (the "OPA") and related Zoning By-law Amendment, By-law 746-2003 ("the Zoning Amendment") to redesignate and rezone, respectively, land

- 2 -

at 403 Keele Street to permit high density residential development with a height of 64.2 metres instead of the currently permitted 14 metres (the "NEXXT Development");

AND WHEREAS NRI appealed the OPA and Zoning Amendment (the "NRI Appeal") to the Ontario Municipal Board (the "OMB");

AND WHEREAS NRI leases and operates an industrial plant, which manufactures rubber products (the "NRI Plant") on property located at 35 Cawthra Avenue (the "NRI Lands"), which employs about 450 local residents;

AND WHEREAS NRI intends to make modifications to its equipment configuration and expand its production capacity with the addition of two new presses or equivalent equipment ("NRI Expansion");

AND WHEREAS Gross collectively own the land at 35 Cawthra Avenue on which NRI's manufacturing plant is located more particularly described in Schedule "A" ("NRI Lands");

AND WHEREAS 1305227 warrants that it is the owner in fee simple of lands known municipally as 403 Keele Street upon which the NEXXT Development is proposed and more particularly described on Schedule "B" (the "NEXXT Lands");

AND WHEREAS the NEXXT Development will employ a range of built-form features to ensure the residents' future comfort and as a result is effectively a closed building and therefore should not be considered a point of impingement as defined by the Ministry of Environment (the "MOE") for the purposes of emissions from NRI;

AND WHEREAS an OMB hearing has been scheduled to commence on April 26, 2004;

AND WHEREAS the aforementioned have, in good faith, attempted to resolve their differences;

NOW THEREFORE WITNESSETH THAT the parties hereby agree upon a full and complete settlement in respect of all matters arising from the appeal herein, on the following terms and conditions:

1. The parties hereto confirm that the foregoing recitals are true and correct.
2. Each of NRI, Gross, NEXXT and 1305227 (the "Private Parties") acknowledges that the construction and existence of the NEXXT Development may cause interference with the dispersion of the emissions

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from NRI's Plant and may expose the NEXXT Development to emissions from NRI.

3. The parties hereto agree that the Minutes of Settlement and Schedules (collectively "Agreement") will be filed with the OMB in support of a Consent Order.
4. The parties acknowledge that this Agreement shall be filed with the MOE and the MOE shall be requested to rely on the Agreement in the processing of Certificates of Approval pertaining to the NRI Plant.
5. NEXXT and 1305227 agree that any multi-family residential building constructed as a part of the NEXXT Development, shall contain the following Mitigation Commitments ("Mitigation Commitments"):

- (a) All balconies shall be fully enclosed on each Restricted Face, defined to be the north and east face of each building on the NEXXT Development, as specifically shown on Schedule "C", attached;

- (b) NEXXT warrants that each unit and hallway on each Restricted Face shall be designed to meet the performance standard that no outside air, (under normal wind conditions tabulated as Wind Speed (km/h) as published in Canadian Climate Normals 1971-2000 by Environment Canada, for Pearson Airport), other than delivered by any ventilation system, shall enter such unit or hallway ("Performance Standard"). This Performance Standard shall be met in the design and construction of the NEXXT Development by the use of non-operable windows as per the Ontario Building Code (Section 9.32.1.3) with the exception that one operable window of minimum allowable size may be in each enclosed balcony, provided that sufficient pressurization or equivalent equipment is installed in hallways and units to ensure that all applicable hallways and units meet the Performance Standard.

In the event that: (i) a governmental authority requires operable windows; or (ii) the cost per unit is prohibitive for a condominium in this market and location, NEXXT shall have the opportunity to redesign the unit to provide more operable windows, provided that the Performance Standard is met. Fifteen days notice of any change arising from this provision shall be given to NRI and if there is any dispute, the dispute resolution provisions in the Agreement shall apply (paragraphs 18 and 19).

- (c) Air intakes shall not be installed on the Restricted Faces of any building as shown on Schedule "C", attached. The air intake systems

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for the NEXXT Development shall be designed and constructed for the provision of carbon filters which may be required to be installed at a future date. In the event that NRI receives odour complaints from the NEXXT Development or has difficulties with the MOE concerning NRI's relationship with the NEXXT Development, NRI shall have the discretion to notify NEXXT that carbon filters shall immediately be installed in accordance with the Engineer's Protocol noted in (d) below.

- (d) A report prepared by a professional engineer shall be filed with Toronto and NRI, which shall outline the specifications and minimum requirements for the mechanical ventilation system and certify that the final building permit design drawings for each building contains such specifications and minimum requirements to ensure that the Performance Standard is met ("Engineer's Report"). The Engineer's Report shall contain the design specification for the air intakes and shall recommend an appropriate protocol for the future use of carbon filters ("Engineer's Protocol"). NEXXT and 1305227 shall include or shall cause the declarant to include the protocol in the declaration for any condominium on the NEXXT Lands. NRI shall be given 15 days after the Engineer's Report has been received to review it and provide its concurrence that the Performance Standard has been complied with. As with any other dispute that may arise among the parties pursuant to this Agreement, the parties may trigger the dispute resolution clauses contained in paragraph 18 and 19 of this Agreement. Fifteen days prior to first occupancy of each building, a follow up Engineer's Report (Engineer's Follow-up Report") from a professional engineer shall be filed with Toronto and NRI certifying that the applicable building has been built in compliance with the Performance Standard.

6. NEXXT and 1305227, and any related persons or entity, agree not to oppose any Certificate of Approval applied for or issued to the NRI Plant by the Ministry of the Environment for the NRI Expansion.
7. NEXXT and Toronto will request, and which NRI and Gross will consent to, the OMB to amend the OPA to ensure all areas encompassing enclosed balconies shall be excluded from the definition of "residential gross floor area".
8. NEXXT and Toronto will request, and which NRI and Gross will consent to, the OMB to amend the Zoning Amendment by deleting and replacing sections 2(3) and 3(2) and by adding new Sections 2(10) and 3(4) with the following:

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2(3)

"the maximum *height* above *grade* of any building or structure erected or used on the *lot* shall not exceed the *heights* above *grade* shown on Plan 3, attached hereto and forming part of this By-law, with the exception of areas encompassing enclosed balconies provided that such areas remain wholly within the area identified as *Parcel A*."

2(10)

"no part of the *façade* of any building or structure on *Parcel A* indicated to be a *restricted face* on Plan 4, shall be permitted to contain the following:

- (i) a balcony unless it is fully enclosed;
- (ii) air intake grates or similar equipment that would draw outside air into the building."

3(2)

"*residential gross floor area* shall have the same meaning as contained in Section 2(1) of Zoning By-Law No. 438-86, as amended, with the exception of areas used for the purposes of community services and facilities or parking spaces located within the at-grade level of a parking garage, which shall be excluded from the definition. Further, all areas encompassing enclosed balconies shall also be excluded from the definition provided that such enclosed balconies are each less than 15 square metres."

3(4)

"*restricted face*" means the north and east *façades* of each of the proposed buildings on *Parcel A*, as marked on Plan 4."

- 9. Nexxt, 1305227 and Toronto, hereby agree that any future application and/or approval for site plan, building permit, draft plan of condominium or other approvals pursuant to the *Planning Act*, shall comply with the foregoing provisions of this Agreement. NEXXT shall give notice of the filing of any application for site plan or draft plan of condominium or building permit to NRI and Toronto (Attention: Legal Dep't) and Toronto shall use best efforts to give notice of the filing of these applications to NRI.
- 10. NEXXT and 1305227 each agree to insert into every Agreement of Purchase and Sale or Lease for any residential units on the Restricted Faces, as specifically noted on Schedule "C" attached and the declaration of any residential condominium upon the NEXXT Lands, provisions that require the

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owners and occupants to implement, retain and maintain the Mitigation Commitments.

11. NRI warrants that the emissions emanating from the NRI Plant do not exceed concentrations for human health-based limits specified within the General-Air Pollution Regulation under the *Ontario Environmental Protection Act* at the NEXXT Development.
12. NEXXT and 1305227 hereby agree that there shall be inserted in every Agreement of Purchase and Sale or Lease for residential units on the NEXXT Lands provisions requiring residential units that are higher than 14 metres above grade to contain the Emissions Warning Clause set forth below. NEXXT and 1305277 shall include or shall cause to be included the Emissions Warning Clause in any residential condominium disclosure statement applicable to NEXXT Lands or any portion thereof and the declaration of any residential condominium upon the NEXXT Lands including a provision in the declaration prohibiting changes to the common or exclusive elements that would allow an owner or tenant of a residential unit to make any changes that would contravene the restrictions contained in this Agreement.

"Emissions Warning Clause:

Warning: Parts of this development are in close proximity to the NRI Industries Inc. manufacturing plant, which operates 24 hours a day, 7 days a week. Various processes may operate continuously. Activities include the venting of plant exhaust air and rubber manufacturing odours, and the operation of various manufacturing processes for the making of various rubber products. There may be alterations and/or expansions to the NRI operations at this plant in the future by NRI, its successors or assigns which may require approvals from various authorities including, but not limited to, the Ministry of Environment and the City of Toronto.

Notwithstanding the inclusion of certain mitigation features within this development to lessen odour from the NRI plant, from time to time odours from the plant could be unpleasant and could affect the living environment of the residents in the development. NRI will not be responsible for any complaints or claims arising from any of the activities at or relating to the NRI Plant, property or operations thereon. NRI warrants that the emissions emanating from the NRI Plant do not exceed concentrations for human health-based limits specified within the General-Air Pollution Regulation under the *Ontario Environmental Protection Act* at the NEXXT Development."

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13. Should NRI sell or lease its operations to another manufacturer of rubber products, such new operators shall be entitled to the benefit of and to rely on the provisions of the subject Emissions Warning Clause.
14. NRI agrees that should the operation of a rubber manufacturing plant on the NRI Lands permanently close prior to the issuance of a building permit for any particular phase of the NEXXT Development, NEXXT, its successors and assigns including, but not limited to, condominium corporations, shall be released of its obligations under this Agreement and shall be entitled to redesign such remaining phase or phases so as to exclude the Mitigation Commitments contained in paragraph 5 of this Agreement. NEXXT may use the provisions of this paragraph of the Agreement to support any application for rezoning or minor variance.
15. 1305227 and NEXXT agree that any Agreement of Purchase and Sale relating to all or any portion of the NEXXT Lands shall require a Purchaser and any Lease shall require a Tenant to: (i) acknowledge in writing that the Purchaser or Tenant has read the Emissions Warning Clause; (ii) release NRI from any and all liability resulting from continued operation of the NRI Plant; and (iii) obtain from any subsequent Purchaser or Transferee a written agreement to be bound by the provisions contained in subsections (i), (ii) and (iii) of this acknowledgement and release and shall provide copies of such agreements to NRI if requested by NRI.
16. Each Private Party hereto covenants and agrees, on behalf of itself and its respective successors or assigns, that it shall enter into an Assumption Agreement wherein each and its respective successor or assign acknowledges in writing that it assumes the obligations relating to the NEXXT Lands contained in this Agreement and each Private Party shall provide a copy of such Assumption Agreement to the other parties.
17. Despite any other provision of this Agreement, the parties agree that all parties are contractually bound and that the provisions of this Agreement are immediately enforceable by civil action should a party be in breach of this Agreement.
18. The parties agree that, should any party allege that NEXXT has failed to comply with the obligations pursuant to this Agreement, they shall first give notice to NEXXT of such alleged non-compliance. If NEXXT agrees with the allegation it shall have 30 days or other such time as the parties agree to cure the non-compliance.
19. In the event any dispute arises pursuant to this Agreement, without prejudice to any party, the parties will then consult and negotiate with each other in

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good faith and understanding of their mutual interests to reach a just and equitable solution satisfactory to all parties. In the event that this is not possible, the parties agree to jointly appoint a single mediator who shall call the parties together in mediation within 7 days of being appointed. The mediator shall determine the structure and roles of the mediation and may require the parties to enter into a mediation agreement on the terms established by the mediator.

20. The parties shall execute where applicable, such further documents that may be reasonably required in order to implement and give full legal force and effect to the terms of this Agreement.
21. Each of the parties hereto agrees not to request a cost award from the OMB against any party arising from these proceedings.
22. This Agreement shall be binding and enure to the benefit of the parties hereto, their successors and assigns including successive owners and operators of the NRI Plant or landowners of the NEXXT Lands.
23. This Agreement and all other documents to be executed and delivered pursuant to these Minutes of Settlement constitute the entire Agreement between the parties as to the matters dealt with herein and supersede all prior negotiation and understandings. Any amendment to this Agreement or waiver of any provision of these Minutes of Settlement must be in writing and signed by the parties hereto.
24. The Private Parties hereby consent to the registration of this Agreement against the title to the NEXXT Lands and the NRI Lands.
25. Any notice required by this Agreement shall be sent by registered mail or by facsimile to:

NRI Industries Inc.
394 Symington Avenue
Toronto, ON M6N 2W3
Attention: Greg Bavington
Fax No.: (416) 652-4348

Lawrence N. Gross
Sheldon Gross
Jules Gross
c/o Lawrence N. Gross
Cawthra Properties II
Property Management
5145 Steeles Avenue West
Toronto, ON M9L 1R5
Fax No.: (416) 745-6978

- 9 -

With a copy to:

Stikeman Elliott LLP
5300 Commerce Court West
199 Bay Street
Toronto, ON M5L 1B9

Attention: Jim Harbell
Fax No.: (416) 947-0866

NEXXT Development Corporation
1 Atlantic Avenue
Suite 216
Toronto, ON
M6K 3E7

Attention: Jerald Silverberg, C.E.O.
Fax No.: (416) 537-5799

1305227 Ontario Limited
1 Atlantic Avenue
Suite 216
Toronto, ON
M6K 3E7

Attention: Jerald Silverberg, C.E.O.
Fax No.: (416) 537-5799

With a copy to:

Goodman and Carr LLP
200 King Street West, Suite 2300
Toronto, ON M5H 3W5
Attention: Patrick Devine
Fax: (416) 595-0567

City of Toronto
55 John Street, 25th floor
Metro Hall
Toronto, ON M5V 3C6

Attention: Robert A. Robinson
Fax No.: (416) 397-4420

26. This Agreement may be executed in several parts of the same form and such parts as so executed shall together form one original of the Agreement and such parts shall be read together and construed as if all the signing parties hereto had executed one copy of this Agreement.

05-06-04 16:12 FROM-STIKEMAN ELLIOTT LLP

416-947-0866

T-124 P 15/22 F-006

- 10 -

IN WITNESS WHEREOF the parties have executed these Minutes of Settlement.

NRI INDUSTRIES INC.

Per: 

Greg Bavington

LAWRENCE N. GROSS, SHELDON GROSS
AND JULES GROSS

Per: 

Lawrence N. Gross

NEXT DEVELOPMENT CORPORATION

Per: 

1305227 ONTARIO LIMITED

Per: 

CITY OF TORONTO, BY ITS SOLICITOR

Per: 

Robert Robinson

SCHEDULE "A"**LEGAL DESCRIPTION OF NRI LANDS**

ALL AND SINGULAR those certain parcels or tracts of land and premises situate, lying and being formerly in the City of West Toronto, in the County of York, now in the City of Toronto being composed of

FIRSTLY: - The following Lots, parts of Lots, Blocks and Lanes, all according to the Plan registered in the Registry Office for the Registry Division of the West Toronto Number 840;

Parcel 1. Blocks "A", "B", "C" and "D", on the east side of Cawthra Avenue

Parcel 2. The forty-foot lane shown on said Plan Number 840, lying between Block "A" and Block "B" according to said Plan.

SECONDLY: - Part of Lot Number 35 in the Second Concession from the Bay, which said parcel is more particularly described as follows:

COMMENCING at a point in the northerly limit of Block "B" according to a plan registered in the Registry Office for the Registry Division of West Toronto, as Number 840, distant two feet three inches (2'3") measured westerly along said northerly limit from the northeast angle of said Block "B";

THENCE northwesterly one hundred and two feet three inches (102'3") more or less to an angle in the building erected by the Gurney Foundry Company Limited, said angle being forty-eight feet five inches (48'5") westerly from the centre line of the main line tracks of the Canadian National Railway Company (formerly the Grand Trunk Railway Company);

THENCE southwesterly at right angles to preceding course thirty-three feet three inches (33'3") more or less to an angle in the said building;

THENCE northwesterly and at right angles to preceding course twenty feet (20') more or less to an angle in the said building;

THENCE southwesterly at right angles to preceding course ten feet eight inches (10'8") more or less to an angle in the said building;

THENCE northwesterly and at right angles to preceding course twenty feet eleven inches (20'11") more or less to the easterly limit of Block "A" according to said registered Plan number 840;

THENCE southerly along said easterly limit of Block "A" and its production thereof one hundred and thirty-eight feet eleven inches (138'11") more or less to the said northerly limit of Block "B";

THENCE easterly along said northerly limit fifty-four feet seven inches (54'7") more or less to the place of beginning.

SCHEDULE "B"

LEGAL DESCRIPTION OF NEXXT LANDS

PIN 21356 - 0003 LT

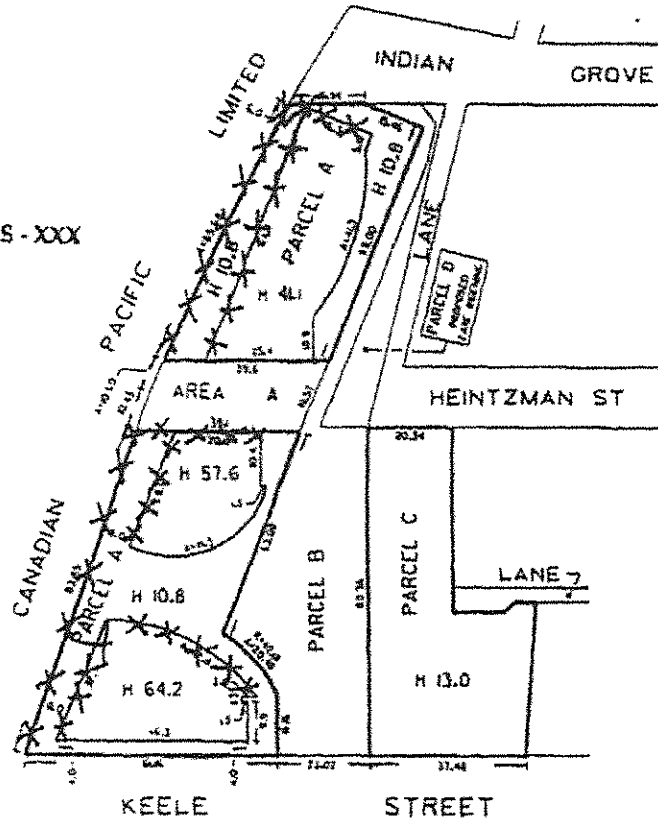
DESCRIPTION: LT 1-20 PL 761 WEST TORONTO JUNCTION; PT BLK A PL 761 WEST TORONTO JUNCTION; BLK B, C, D PL 761 WEST TORONTO JUNCTION EXCEPT WH133183; LANE PL 761 WEST TORONTO JUNCTION CLOSED BY WH72640 (FIRSTLY); VANHORNE ST PL 761 WEST TORONTO JUNCTION CLOSED BY UNREGISTERED BYLAW EXCEPT WH133183; LT 14 PL 576 WEST TORONTO JUNCTION; LT 13-16 PL 641 WEST TORONTO JUNCTION; LANE PL 641 WEST TORONTO JUNCTION CLOSED BY WH72640 (SECONDLY); 1 FT RESERVE PL 641 WEST TORONTO JUNCTION ABUTTING LANE PL 641; LT 1 PL 1040 WEST TORONTO JUNCTION; PT LT 2-5 PL 1040 WEST TORONTO JUNCTION; PT LT 1-3 PL 1400 TORONTO AS IN WH124296; CITY OF TORONTO

7
City of Toronto By-law No. 746-2003

SCHEDULE "C"

PLAN 3

RESTRICTED FACES - XXX



H: DENOTES MAXIMUM HEIGHT IN METRES ABOVE GRADE

0 10 20
METRES

WORKS AND GRADING SERVICES
DESIGN AND MAPPING SERVICES
PROJECT: 04-03-00000-0000
FILE: 04-03-00000-0000
MAP NO. 416-947-0866

Toronto Standard Condominium Corporation No. 2136
60-61 Heintzman Street, Toronto, ON M6P 5A1/ A2

SCHEDULE OF AGREEMENTS

Service

Supplier

SECTION 111

Property Management:

Crossbridge Condominium Services

SECTION 112

Mechanical Systems

Johnson Control

Elevators

Thyssen

Pest Control

Advantage Pest Control

Fire Alarm Systems

Arthur Fire

Snow Removal

Ramirez Landscaping

Garbage Containers Lease

City of Toronto

Cleaning

SDA Cleaning Services

Security

First Security

Recreation Centre/Gym

Fitness E Fix

Energy Management Services

Provident Energy

SECTION 113

Cost Sharing

N/A

**PRE-AUTHORIZED PAYMENT PLAN AUTHORIZATION
FOR CONDOMINIUM MONTHLY COMMON CHARGES**

RE: OWNERS(S) NAME(S): _____
OWNER(S) ADDRESS: _____

TO: **TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2136**
(the "Payee")

AND TO: Crossbridge Condominium Services Inc. (the "Payee's Agent")

AND TO: Owner(s) Financial Institution or Bank or Trust Company (the "Bank")

Name of Financial Institution: _____

Branch Address: _____

City, Province: _____

Branch Transit No. _____ Account No. _____

1. THE UNDERSIGNED OWNER(S) AUTHORIZE the PAYEE and the Payee's Agent on the PAYEE'S behalf to debit the above account at the above indicated branch of the Bank, in payment of the monthly condominium common charges as may be approved by the PAYEE from time to time and attributed to the undersigned Owner(s) of Suite _____ at 60 Heintzman Street, Toronto, Ontario M6P 5A1 OR 61 Heintzman Street, Toronto, Ontario M6P 5A2.
2. A debit in the amount of \$ _____ may be drawn on the account, on the 1st day of each month, beginning the month of _____, 2018.
3. It is acknowledged and agreed by the undersigned that if there are insufficient funds on deposit in the account at the time that the debit is made by or on behalf of the PAYEE, the insufficiency shall be deemed by the PAYEE to be non-payment of the common charges for the particular month. In addition, the undersigned acknowledges and agrees that if any service fees or charges are incurred because there are insufficient funds on deposit, such fees or charges shall be paid by the undersigned.
4. The Bank is not required to verify that any debits drawn by or on behalf of the PAYEE are in accordance with this Authorization or the agreement made between the undersigned and the PAYEE.
5. It is acknowledged that in order to cancel this Authorization the undersigned must provide 14 days prior written notice to the PAYEE in care of the Payee's Agent at: Crossbridge Condominium Services Inc., c/o Accounting Department, 111 Gordon Baker Road, Suite 700, North York, Ontario, M2H 3R1. This authorization may be cancelled at any time and cancellation will be effective 14 days after such written notice of cancellation is actually received by the Payee's Agent.
6. The right is acknowledged by the undersigned, to full reimbursement of a pre-authorized debit made to the account by the Bank, if the right is exercised within 90 days after the item in dispute is posted to the account and any of the following conditions apply: (a) the PAYEE was never provided with an Authorization, (b) the debit was not drawn in accordance with the Authorization that was provided to the PAYEE, (c) the Authorization that was provided the PAYEE was revoked in writing, or (d) the debit was posted to the wrong account due to incorrect account information.
7. It is acknowledged by the undersigned that delivery of this Authorization to the PAYEE constitutes delivery by the undersigned to the Bank. It is warranted by the undersigned that all persons whose signatures are required to sign on the above account have signed this Authorization. Receipt is acknowledged by the undersigned of a signed copy of this Authorization.
8. The undersigned will notify the PAYEE (in care of the Payee's Agent at the address set out above) promptly in writing if there is any change in the above account information or if this Authorization is to be terminated.
9. For verification purposes, please enclose one of your personal Cheques marked "**VOID**". For an account, all depositors must sign if more than one signature is required on a cheque issued against the accountholder.

Date Owner's Signature: _____

Owner's Name: _____

Owner's Address: _____

Date Owner's Signature: _____

Owner's Name: _____

Owner's Address: _____

NOTE: For verification purposes, please enclosed one of your personal cheques marked "VOID". For an account, all depositors must sign if more than one signature is required on a cheque issued against the accountholder.

Form 5

Condominium Act, 1998

SUMMARY OF LEASE OR RENEWAL
(clause 83 (1) (b) of the *Condominium Act, 1998*)

TO: *(name of condominium corporation)*

1. This is to notify you that:

[Strike out whichever is not applicable:

a written or oral *(strike out whichever is not applicable: lease, sublease, assignment of lease)*

OR

a renewal of a written or oral *(strike out whichever is not applicable: lease, sublease, assignment of lease)]*

has been entered into for:

[For all condominium corporations except common elements condominium corporations:

Unit(s) ____, Level(s) ____ *(include any parking or storage units that have been leased)]*

[In the case of a common elements condominium corporation:

the common interest in the condominium corporation, being the interest attached to _____
*(provide brief description of the parcel of land to which the common interest in the
Condominium Corporation is attached)]*

on the following terms:

Name of lessee(s) (or sublessee(s)): _____

Telephone number: _____

Fax number, if any: _____

Commencement date: _____

Termination date: _____

Option(s) to renew: _____
(set out details)

Rental payments: _____
(set out amount and when due)

Other information: _____
(at the option of the owner)

2. I (We) have provided the *(strike out whichever is not applicable: lessee(s), sublessee(s))* with a copy of the declaration, by-laws and rules of the condominium corporation.

3. I (We) acknowledge that, as required by subsection 83 (2) of the *Condominium Act, 1998*, I (we) will advise you in writing if the *(strike out whichever is not applicable: lease, sublease, assignment of lease)* is terminated.

Dated this _____ day of _____

(signature of owner(s))

(print name of owner(s))

(In the case of a corporation, affix corporate seal or add a statement that the persons signing have the authority to bind the corporation.)

(address)

(telephone number)

(fax number, if any)

TSCC 2136 ~ HEINTZMAN PLACE

Resident Information Form

In order to set up our files, we are requesting that you complete this form with the following data.
We would appreciate if you could print carefully. All information will be kept strictly confidential.

Suite No: _____ Bldg: _____ Heintzman St. Toronto, ON M6P 5A_____ Move In Date: _____

Registered Owner(s) Name:

Name(s); indicate Mr., Mrs., Ms.	Cell No.	Home No.	Email ID:
1. _____	(____)_____	(____)_____	_____
2. _____	(____)_____	(____)_____	_____

Suite Occupant (Family Member(s) or Tenant(s)):

Name(s); indicate Mr., Mrs., Ms.	Cell No.	Home No.	Email ID:
1. _____	(____)_____	(____)_____	_____
2. _____	(____)_____	(____)_____	_____
3. _____	(____)_____	(____)_____	_____
4. _____	(____)_____	(____)_____	_____
5. _____	(____)_____	(____)_____	_____

Unit Leased/ Rented Out: YES ☐ NO ☐
Rental/ Lease Agreement (Form 5) Completed: YES ☐ NO ☐

TSCC 2136 ~ HEINTZMAN PLACE

Parking Information (If Any):

Level No.	Parking No.	Year	Make	Model	Color	License Plate No.
_____	_____	_____	_____	_____	_____	_____

Parking Unit Leased/ Rented Out: ☐

Parking Lease Agreement Completed: ☐

Locker Information (If Any):

Level No:	Locker No:	Rented To:	Rented From:	Name	Contact No.	Address
_____	_____	If Yes <input type="checkbox"/>	If Yes <input type="checkbox"/>	_____	(____)_____	_____

Pet Information (If Any):

Number of pets in the Unit: _____ Require more pet forms? ☐

Type: _____ Name: _____ Breed: _____

Sex: _____ Weight: _____ Color: _____

Age: _____ License No: _____ Vaccinations: _____

Vet's Name: _____ Vet's Contact No: _____

TSCC 2136 ~ HEINTZMAN PLACE

Emergency Contact No:

Name(s); indicate Mr., Mrs., Ms.

Relationship to you:

Cell No.

Home No.

1. _____

(____)_____ (____)_____

2. _____

(____)_____ (____)_____

Disability Assistance:

Type of Disability: _____ Assistance Requirement: _____

Seasonal/ Occasional Resident(s):

Please let us know your schedule of occupancy, forwarding address, phone number and any special instruction, i.e. mail etc.

Resident Signature: _____ Date: _____



METERING CONNECTION FORM FOR RESIDENTS

ALL SECTIONS OF THIS FORM MUST BE FILLED IN TO ENSURE PROPER CONNECTION.

Service Address: _____

Suite Number: _____ ☐ Owner* ☐ Tenant**

Resident's Name: _____

Mailing Address (if different from above): _____

Contact Information: Home: _____

Work: _____

Cell: _____

Email: _____

Ebilling (an email must be provided): ☐ Yes ☐ No

Date of Closing/Lease: _____

****The Landlord's/Owner's Agent's Signature is Mandatory for Tenant Connection**

Landlord's/ Owner's Agent's Name (Print): _____

Landlord's/Owner's Agent's Signature: _____

Date: _____

***For New Owners:** In order to set up a New Account a Utility letter is required from your lawyer with the following information on letterhead:

- Property Address
- Closing date
- Full names of vendor/purchaser

Please fax or email this form to: Provident Energy Management
416-736-4923
metering@pemi.com



PRE-AUTHORIZED CHEQUING PLAN FORM

With Pre-Authorized Chequing from Provident Energy Management Inc., your Bill is automatically paid from your chequing account. You will continue to receive a regular invoice and we simply deduct the amount owing on the due date of the invoice. Once set up on Pre-Authorized Chequing your invoice will state "Pre-Authorized Payment Plan Do Not Pay".

Please note the following to ensure proper set up:

- include a "voided" cheque
- DO NOT USE A LINE OF CREDIT ACCOUNT
- Any outstanding amounts must be paid in full before the pre-authorized payment plan can be applied to your account

Fill in **ALL** sections to ensure proper set up on Pre-Authorized Payment Plan.

Service Location: _____

Customer Number # _____
(If this form is completed before your first invoice, you will not have a customer number.)

Day Time Telephone # _____

Yes ☐ I have enclosed a "Voided" Cheque and hereby authorize my financial institution to debit my account in the name of Provident Energy Management Inc.

Dated this _____ day of _____, 20____.

For joint accounts, all account holders must sign if more than one signature is required on cheques issued or drawn against the account.

Print Name of Account Holder

Print Name of Account Holder

Signature of Account Holder

Signature of Account Holder

- Please note if a payment is dishonored by your bank for any reason, we have the right to terminate your participation in the Plan. A service fee will be applied to your account in response to the dishonored payment.
- Upon termination, ANY AMOUNT DUE shall be paid directly to Provident Energy Management Inc. Cancellation of pre-authorized debit does not constitute cancellation of service by Provident Energy Management Inc. and the customer shall be liable for any past, present or future amounts owing.
- You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this pre-authorized debit agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.cdnpay.ca

Please email, fax or mail this form to: Provident Energy Management Inc.
metering@pemi.com, 416-736-4923,
100 Supertest Road, Toronto, Ontario, M3J 2M2



METERING DISCONNECTION FORM FOR RESIDENTS

ALL SECTIONS OF THIS FORM MUST BE FILLED IN TO ENSURE PROPER
DISCONNECTION.

Service Address: _____

Suite Number: _____ ☐ Owner* ☐ Tenant**

Resident's Name: _____

Forwarding Address for Final Bill: _____

Contact Information: Home: _____

Work: _____

Cell: _____

Email: _____

Date of Closing/Lease: _____

****The Landlord's/Owner's Agent's Signature is Mandatory for Tenant
Disconnection**

Landlord's/ Owner's Agent's Name (Print): _____

Landlord's/ Owner's Agent's Signature: _____

Date: _____

***For Owners:** In order to close your account a Utility letter is required from your
lawyer with the following information on letterhead:

- Property Address
- Closing date
- Full names of vendor/purchaser

**Please fax or email this form to: Provident Energy Management
416-736-4923
metering@pemi.com**



Ontario

Ministry of Government
and Consumer Services

Agreement to Receive Notices Electronically

Agreement by owner or mortgagee to
receive notices from the corporation by
electronic delivery

Owner's or mortgagee's name

Condominium corporation's name

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

Method the corporation will use to deliver notices to me:

☐ Email

My email address is

☐ Facsimile

My fax number is

☐ Other

☐ I agree that I am sufficiently served, as described in section 54 of the *Condominium Act, 1998*, if the corporation uses the method of delivering notices identified in this agreement.

Signature of owner or mortgagee

Date (yyyy/mm/dd)

Signature of individual on behalf of the
condominium corporation

Date (yyyy/mm/dd)

Signature of individual on behalf of the
condominium corporation

Date (yyyy/mm/dd)

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

TSCC 2136 - HEINTZMAN PLACE

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2136

DELIVERY ACCEPTANCE - WAIVER FORM

The undersigned resident(s), who is/are 18 years of age or older, of Toronto Standard Condominium Corporation No. 2136 ~ Heintzman Place ~ hereby acknowledges that Toronto Standard Condominium Corporation No. 2136, Crossbridge Condominium Services Ltd., or First Security Protection have no obligation whatsoever to accept, on behalf of any resident or tenant, delivery of any letters or parcels at the Concierge desk. However, the undersigned has specifically requested this assistance.

In consideration, building staff providing this assistance and in accepting and notifying me/us of delivery to the Concierge Desk of letters, packages and parcels addressed to my attention I/we hereby irrevocably release Toronto Standard Condominium Corporation No. 2136, Crossbridge Condominium Services Ltd., First Security Protection, their respective employees, officers, servants and agents from any and all liability and claims howsoever arising from their temporary custody of any such written communication, parcels or other items received by them on my/our behalf, whosoever caused.

I understand and accept that on request to pickup my parcel they will be released to me upon providing a valid photo ID.

Suite No: _____

1.

Name

Signature

Date

Email

2.

Name

Signature

Date

Email

3.

Name

Signature

Date

Email

Security Personnel will not accept delivery of cash, registered mail, large and heavy packages (at security guard discretion), or any perishable goods. Parcels and/or mail will not be held for longer than 30 days.

TSCC 2136 ~ HEINTZMAN PLACE

Restrictive Covenant

TSCC 2136

- I) "I acknowledge and agree that I, and my servants, agents, tenants, family, invitees, and licensees from time to time, will, in using the unit rented by me and the common elements, comply with the *Condominium Act, 1998* (as amended), the Declaration, the by-laws of the condominium corporation, the by-laws and statutes of the City of Toronto or any other governmental authority with jurisdiction, and all rules of the condominium corporation, during the term or period of my tenancy, and I further acknowledge and agree that I will be subject to the same duties imposed by the above as if I were a Unit owner, except for the payment of common expenses unless otherwise provided by the *Condominium Act, 1998* (as amended). I further acknowledge that I have received and read a copy of the Declaration, the by-laws of the condominium corporation and the rules of the Condominium Corporation."
- II) "I acknowledge having been advised that Canadian Pacific Railway (CPR) owns and operates a railway right-of-way (railway tracks) immediately adjacent to the Property along its northern and eastern edges. Passenger and freight trains travel along the railway right-of-way, and there is a possibility that from time to time there will be alterations to the railway right-of-way, including an expansion by CPR of its operations. I further acknowledge that despite the inclusion of noise and vibration attenuation measures in the design of the condominium and individual units, the operations of CPR, including the possible expansion of those operations, together with the travel of passenger and freight trains travel along the right-of-way and possible alterations to the railway right-of-way may effect the living environment of residents and owners of units in the condominium and CPR disclaims any responsibility for complaints or claims arising from the use of its facilities and/or operations. I agree that any berm, fencing or vibration isolation features implemented in the condominium shall not be tampered with or altered, and the condominium corporation will have the sole responsibility for and shall maintain these features."
- III) "I acknowledge having been advised that parts of the development are in close proximity to the National Rubber Technologies Corporation's (NRT) manufacturing plant, which operates 24 hours a day, 7 days a week. Various processes may operate continuously. Activities include the venting of plant exhaust air and rubber manufacturing odours, and the operation of various manufacturing processes for the making of various rubber products. There may alterations and/or expansion to the NRT operations at this plant in the future by NRT, its successors or assigns which may require approvals from various authorities including but not limited to, the Ministry of the Environment and the City of Toronto. Notwithstanding the inclusion of certain mitigation features within this development to lessen the odour from the NRT plant, from time to time odours from the plant could be unpleasant and could effect the living environment of the residents in the development, and NRT will not be responsible for any complaints or claims arising from any of the activities at or relating to the NRT plant, property, or operations

TSCC 2136 ~ HEINTZMAN PLACE

thereon. NRT warrants that the emissions emanating from the NRT Plant do not exceed concentrations for human health-based limits specified within the General-Air Pollution regulation under the Ontario *Environmental Protection Act* at the Property.”

- IV) “If the Unit being leased is located on the Restricted Faces (as defined in the Declaration) the tenant agrees to implement, maintain, and retain the Odour Mitigation Obligations (as defined in the Declaration) in the unit.”
- V) “I acknowledge having read the terms and provisions of restrictive covenants described and set forth in an Application to Annex Restrictive Covenant S.119, registered against title to the Property and receipted as Instrument Number AT424286 On March 3, 2004, and I agree to comply with and be bound by the restrictive covenants.”

Suite No. _____

Tenant Name _____

Signature _____

Date _____