



INFORMATION FOR BUYERS OF PRE-CONSTRUCTION CONDOMINIUM HOMES

Property: Queenswell Ltd. (Kazmir Condos)

INFORMATION FOR BUYERS OF PRE-CONSTRUCTION CONDOMINIUM HOMES ABOUT THE POSSIBLE TERMINATION OF PURCHASE AGREEMENT

To: Purchaser(s) of the Property

1. Take Note

You are entering into a purchase transaction which relates to a pre-construction condominium unit*1. You should be aware of the possibility that it may never be completed.

Important information about your purchase is set out in this document.

You should review your purchase agreement including this document with a lawyer familiar with condominium transactions.

Remember that you have a 10-day period to cancel your purchase.*2

2. Be Aware of Timing

The Vendor's best estimate as to when your unit will be ready for occupancy is shown as the "First Tentative Occupancy Date" on the Statement of Critical Dates and is January 03, 2025. This date may be further extended. Please refer to the Statement of Critical Dates in the Condominium Addendum (which forms part of your Purchase Agreement) for an explanation of how this date may change.

3. Completion of Your Purchase Is Not Certain - It Can Be Terminated by

Your Purchase Agreement contains early termination conditions which could result in your purchase being terminated. These are set out in detail in the Condominium Addendum. In general terms, the Vendor can end your purchase if:

- (a) By January 02, 2022, a set level of sales for the project has not been achieved.
- (b) By July 02, 2022, certain zoning and/or development approvals have not been obtained.
- (c) By January 02, 2022, satisfactory financing for the project has not been obtained.

This may not list all of the conditions that may exist in the Condominium Addendum.



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*1 This information sheet applies to residential units in a standard residential condominium corporation as well as a phased condominium corporation (see paras 6(2) 2 and 4. of the Condominium Act, 1998).

*2 See Condominium Act, 1998, s.73.

*3 **Note to Vendor:** insert "n/a" in the date area if any of paragraphs 3(a), (b) or (c) do not apply.

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Note: In most cases, if your Purchase Agreement is terminated, any deposit monies you have paid must be returned to you with interest at the rate no less than that prescribed by the Condominium Act, 1998*4. Other recourse (monetary or otherwise) may be limited - you should speak to your lawyer.

4. Ownership of Property

The Vendor represents, warrants and declares that the Vendor owns the freehold ownership interest in the Property or has the power to compel transfer of the freehold ownership interest in the Property before closing.

5. Title Restrictions

The Vendor represents, warrants and declares that:

- (a) The Property is free from any registered title restriction that binds the Project which would prevent completion of the Project and/or sale of your unit to you. ☒ Yes ☐ No
- (b) If No, that is, if such a restriction exists, the Vendor’s explanation for how the restriction will be removed so the Project can proceed and/or the sale can be completed is set out below (add attachment, if necessary).

6. Zoning Status

The Vendor represents, warrants and declares that:

- (a) The Vendor has obtained appropriate Zoning Approval for the Building. ☐ Yes ☒ No
- (b) If No, the Vendor shall give written notice to the Purchaser within 10 days after the date that appropriate Zoning Approval for the Building is obtained.

7. Construction Status

The Vendor represents, warrants and declares that:

- (a) Commencement of Construction: ☐ has occurred; or ☒ is expected to occur by **July 02, 2022**
- (b) If commencement has not occurred, the Vendor shall give written notice to the Purchaser within 10 days after the actual date of Commencement of Construction.

*4 Interest required to be paid on deposit monies returned to a purchaser is governed by the Condominium Act , 1998 - see section 82, and section 19 of O. Reg. 48/01. In general terms, it is 2 percentage points less than a specified Bank of Canada rate recalculated every 6 months.



8. Your Purchase Agreement

This document is to be used for a purchase transaction where the transaction remains conditional and the unit is a condominium unit in respect of a condominium project for which a description is proposed to be registered under the Condominium Act, 1998. This document*5 together with the Condominium Addendum*6, forms part of your Purchase Agreement. This document, the Condominium Addendum and the balance of your Purchase Agreement are to be signed at the same time. If any conflict or inconsistency exists among these documents, the provisions of the Condominium Addendum shall prevail followed by this document. Terms not defined in this document have the meaning set out in the Condominium Addendum.

9. Legal Advice is Important

PRIOR TO SIGNING THE PURCHASE AGREEMENT OR ANY AMENDMENT TO IT, YOU SHOULD SEEK ADVICE FROM A LAWYER WITH RESPECT TO THE PURCHASE AGREEMENT OR ANY AMENDING AGREEMENT TO THE PROPOSED TRANSACTION. ALSO REVIEW WITH YOUR LAWYER THE DISCLOSURE STATEMENT REQUIRED BY THE CONDOMINIUM ACT, 1998.

Dated 21st day of September, 2021.

I/We the undersigned acknowledge having received and read this document .

DocuSigned by:



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Purchaser - MARKO STEVEN PEJIC

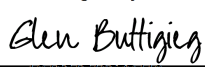
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Purchaser - GREGORY PHILIP PEJIC

DocuSigned by:



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Vendor A.S.O.

*5 Tarion's expectation is that this document be placed at the front of the purchase agreement. Compliance with the requirement to place this document at the front of the Purchase Agreement does not affect enforceability of the purchase agreement .

*6 This is the mandatory condominium addendum required to be attached to this Purchase Agreement and referred to in Regulation 165/08 under the Ontario New Home Warranties Plan Act.



AGREEMENT OF PURCHASE AND SALE
Kazmir Condos
Toronto, Ontario

SUITE NUMBER 318, RESIDENTIAL UNIT 18, LEVEL 3, as shown on the sketch attached hereto as Schedule "B" (together with 1 Parking Unit and 0 Storage Unit to be designated by the Vendor in the manner provided for herein if applicable), in a proposed standard condominium plan, Toronto, Ontario (the "Municipality").

MARKO STEVEN PEJIC and GREGORY PHILIP PEJIC (the "Purchaser") agrees to and with QUEENSWELL LTD. (the "Vendor"), to purchase the above-described condominium units and the appurtenant common interest as specified in the Declaration (such above described units and their appurtenant common interest hereinafter collectively called the "Unit"), subject to the by-laws and rules of the condominium corporation (the "Condominium Corporation") created upon the registration of the Declaration and description under the Condominium Act, 1998, S.O. 1998 c.19, as amended (the "Act") and situate within a multi-unit building (the "Condominium") on the following terms and conditions:

PURCHASE PRICE:

The Purchase Price of the Unit shall be

Six Hundred Ninety-Three Thousand Nine Hundred Ninety dollars (\$693,990.00) of lawful money of Canada payable to the Vendor as follows:

- (a) **Five Thousand And Xx / 100 Dollars (\$5,000.00)** by cheque with this Agreement payable to the Vendor's solicitors, Loopstra Nixon LLP in trust as a deposit to be credited on account of the Purchase Price on closing ;
- (b) the following additional deposits to the Vendor's solicitors by way of post-dated cheques in the amounts and on the dates described below:
 - (i) **Twenty-Nine Thousand Seven Hundred Dollars (\$29,699.50)** (being the amount that together with the first deposit equals 5.0% of the Purchase Price) by cheque post-dated 30 days following the date of execution of this Agreement by the Purchaser;
 - (ii) **Thirty-Four Thousand Seven Hundred Dollars (\$34,699.50)** (being 5.0% of the Purchase Price) by cheque post-dated 180 days following the date of execution of this Agreement by the Purchaser;
 - (iii) **Seventeen Thousand Three Hundred Fifty Dollars (\$17,349.75)** (being 2.5% of the Purchase Price) by cheque post-dated 400 days following the date of execution of this Agreement by the Purchaser;
 - (iv) **Seventeen Thousand Three Hundred Fifty Dollars (\$17,349.75)** (being 2.5% of the Purchase Price) by cheque post-dated 490 days following the date of execution of this Agreement by the Purchaser;
 - (v) **Thirty-Four Thousand Seven Hundred Dollars (\$34,699.50)** (being 5.0% of the Purchase Price) by cheque on the Occupancy Date;
- (c) the balance of the Purchase Price by the Purchaser's solicitor's certified cheque (unless otherwise advised pursuant to the Section titled "Tender" in Schedule "E" hereto), subject to adjustments as provided in this Agreement on the Unit Transfer Date (as hereinafter defined).

The failure of any cheque to clear the bank for any reason shall be a monetary default hereunder.

CLOSING

- (a) The Purchaser shall be required to take Occupancy (as defined in the Taron Addendum and Statement of Critical Dates) of the Unit in accordance with and on the date established pursuant to the provisions of the Taron Addendum attached hereto which date is referred to herein as the "Occupancy Date".
- (b) The purchase and sale of the Unit shall be completed and a transfer of the Unit delivered to the Purchaser in accordance with the terms of this Agreement on a date (the "Unit Transfer Date") that is the later of (i) the Occupancy Date; and (ii) a date fixed by the Vendor upon which the transfer of the Unit acceptable for registration is delivered to the Purchaser or his solicitor.

SCHEDULES NOTED HEREIN AND ATTACHED TO THIS AGREEMENT FORM PART HEREOF.

- SCHEDULE "A" - FEATURE LIST;
- SCHEDULE "B" - SKETCH OF SUITE;
- SCHEDULE "C" - NOTICE CLAUSES;
- SCHEDULE "D" - AKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE MATERIAL
- SCHEDULE "E" - GENERAL PROVISIONS
- SCHEDULE "F" - TARION ADDENDUM AND STATEMENT OF CRITICAL DATES
- SCHEDULE "G" - SPECIAL PROVISIONS (IF APPLICABLE)
- SCHEDULE "H" - HCRA CONDOMINIUM INFORMATION SHEET

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DATED the 21st day of September 2021

Witness

DocuSigned by:


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22-Jul-90

Purchaser: MARKO STEVEN PEJIC

Date of Birth

169 TRAGINA AVE N

Address

HAMILTON, ON

L8H 5C7

City, Province

Postal Code

Cell: (416) 666-0001 : () -

Phones

pejicm90@gmail.com

Email

DocuSigned by:


5554F089879C4E0...

27-Jan-81

Purchaser: GREGORY PHILIP PEJIC

Date of Birth

403-317 19 AVE SW

Address

CALGARY, AB

T2S 0E1

City, Province

Postal Code

Cell: (416) 666-0001 : () -

Phones

greg.pejic@gmail.com

Email

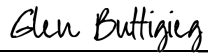
SOLICITORS FOR THE PURCHASER:

The Vendor hereby accepts the above offer.

DATED the _____ day of , 2021.

SOLICITORS FOR THE VENDOR:
LOOPSTRA NIXON LLP
135 Queens Plate Drive, Suite 600
Toronto M9W 6V7
Reg Theriault
rtheriault@loonix.com
tel#416-748-4751 fax#416-746-8319

Queenswell Ltd.

DocuSigned by:


PER: _____

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Authorized Signing Officer

AMENDMENT TO THE AGREEMENT OF PURCHASE AND SALE
(the “Amending Agreement”)

BETWEEN: **QUEENSWELL LTD.** (the “Vendor”) and
MARKO STEVEN PEJIC and GREGORY PHILIP PEJIC (the “Purchaser”)

WHEREAS:

- A. The Purchaser and the Vendor have entered into a purchase agreement, dated September 21, 2021, (the “Purchase Agreement”) in respect of the purchase, by the Purchaser from the Vendor, of UNIT 18, LEVEL 3, Suite 318, in a proposed standard condominium plan, Toronto, Ontario, (together with 1 Parking Unit(s) and 0 Storage Unit(s)), all as more particularly described in the Purchase Agreement;
- B. The Purchaser and the Vendor wish to amend certain provisions of the Purchase Agreement ; and
- C. Any capitalized terms used but not defined herein shall have the meaning attributed thereto in the Purchase Agreement.

NOW THEREFORE, in consideration of the sum of Two Dollars (\$2.00) paid by each party to the other, the mutual covenants and agreements contained herein, and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party to the other, the parties hereby agree with the other as follows:

1. It is hereby understood and agreed between the Vendor and the Purchaser that the following change(s) shall be made to the Purchase Agreement, and except for such change(s) noted below in this Section 1, all other terms and conditions of the Purchase Agreement shall remain as stated therein , and time shall continue to be of the essence.

DELETE

The section entitled “Purchase Price” on the first page of the Purchase Agreement.

INSERT

PURCHASE PRICE:

The Purchase Price of the Unit shall be

Six Hundred Ninety-Three Thousand Nine Hundred Ninety dollars (\$693,990.00) of lawful money of Canada payable to the Vendor as follows:

- (a) **Five Thousand And Xx / 100 Dollars (\$5,000.00)** by cheque with this Agreement payable to the Vendor’s solicitors, Loopstra Nixon LLP in trust as a deposit to be credited on account of the Purchase Price on closing;
- (b) the following additional deposits to the Vendor’s solicitors by way of post-dated cheques in the amounts and on the dates described below:
 - (i) **Twenty-Nine Thousand Six Hundred Ninety-Nine And 50 / 100 Dollars (\$29,699.50)** (being the amount that together with the first deposit equals **5.0%** of the Purchase Price) by cheque post-dated 30 days (**October 21, 2021**) following the date of execution of this Agreement by the Purchaser;
 - (ii) **Thirty-Four Thousand Six Hundred Ninety-Nine And 50 / 100 Dollars (\$34,699.50)** (being **5.0%** of the Purchase Price) by cheque post-dated 365 days (**September 21, 2022**) following the date of execution of this Agreement by the Purchaser;
 - (iii) **Thirty-Four Thousand Six Hundred Ninety-Nine And 50 / 100 Dollars (\$34,699.50)** (being **5.0%** of the Purchase Price) by cheque post-dated 565 days (**April 09, 2023**) following the date of execution of this Agreement by the Purchaser;
 - (iv) **Thirty-Four Thousand Six Hundred Ninety-Nine And 50 / 100 Dollars (\$34,699.50)** (being **5.0%** of the Purchase Price) by cheque on the Occupancy Date;

[balance of page intentionally left blank; signature page immediately follows]

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Purchaser's Initials: _____

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2. This Amending Agreement may be executed in one or more counterparts, each of which when so executed shall constitute an original, and all of which shall together constitute one and the same Amending Agreement.
3. Each Party to this Amending Agreement may execute a facsimile copy, computer scanned copy or electronically signed copy hereof and each party to this Amending Agreement shall accept a facsimile, computer scanned or electronically signed copy hereof as an originally executed copy hereof.
4. This Amending Agreement is or may be electronically signed pursuant to the Electronic Commerce Act (Ontario), as amended.

IN WITNESS whereof the parties hereto have affixed their hands and seals as of the date first-noted above.

Witness

Witness

DocuSigned by:

2544647243B94DE

Purchaser - MARKO STEVEN PEJIC

DocuSigned by:

5554E083073C4E6...

Purchaser - GREGORY PHILIP PEJIC

QUEENSWELL LTD.

DocuSigned by:

4C4554E4867D410...

O/S Authorized Signing Officer

I have the authority to bind the corporation

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Purchaser's Initials: _____

Schedule “A”
KAZMIR CONDOS - FEATURE LIST

KAZMIR COMMUNITY FEATURES

- Fabulous multipurpose Party Room/Lounge with fireplace, dining area and kitchen
- Well-equipped Fitness Studio and Yoga Room
- Children’s play area
- Beautiful landscaped terrace with BBQ, fireplaces and conversation areas
- Glass railings and poured concrete floor finish on all balconies, terraces will have pavers
- Landscaped green roof on select floors.
- Exclusive pricing for Rogers Ignite Internet Service Gigabit
- 1-Valet Concierge Entry System Management
- Key fob access throughout all common area and parking garage entry

INTERIOR FINISHES

- Ceiling heights (9') feet; except in areas where bulkheads or dropped ceilings are required**
- Choice of 3 standard designer selected interior finishing options
- Modern baseboards and casing for all windows and doors trims throughout. All baseboard & trim to be painted white including passage doors
- Smooth ceilings throughout
- Interior wall surfaces sanded, primed and finishes in high quality matte finish latex paint, 1 colour throughout
- Modern flat panel interior doors painted, with contemporary satin nickel straight lever hardware for all passage doors
- High performance vinyl flooring throughout (except for tiled areas in bathrooms), as per plan
- Unit entry closet with mirrored sliding doors, as per plan
- Interior closets with white hardboard sliders or interior door, as per plan
- Privacy locks on all bathroom doors
- Solid core suite entry door with guest viewer

KITCHENS

- Sleek modern and transitional designs with designer-selected cabinet finishes
- Designer-selected quartz (engineered) countertops
- Stainless steel single bowl undermount sink with single lever pull-out kitchen faucet
- Premium European size stainless-steel appliance package to include: refrigerator, cooktop with 24" built-in oven below, dishwasher and over the range hood fan/micro combo
- Ceramic tile backsplash

BATHROOMS

- Modern and transitional designs with designer-selected vanity cabinet
- Designer-selected quartz (engineered) countertops with undermount basin and single lever chrome faucet
- Vanity mirror with wall mounted vanity light above
- Contemporary accessories including towel bar and toilet paper holder, in chrome
- White plumbing fixtures throughout
- Waterproof light in shower enclosures, if applicable
- Acrylic bathtub with porcelain (12 x 24) wall tile surround to ceiling height (as per plan)
- Shower enclosures with fixed glass partition and shower door, porcelain (12 x 24) wall tile surround to ceiling height (as per plan), with standard 2" x 2" mosaic tile on shower floor from Lormel's standard packages
- Porcelain (12x24) floor tiles in all bathrooms and powder room
- White quartz shower jambs, where applicable
- High efficiency water-saving toilets throughout
- Temperature controlled shower valves and water-saving showerheads

ELECTRICAL and HEATING

- White Decora style wall switches throughout
- Interior ceiling mounted light fixtures foyer, kitchen area, living/dining rooms, dens, bedrooms and walk-in closets (where applicable)
- Year round individually controlled heating and cooling systems with Energy Recovery Ventilation
- Submetering of heating, cooling, electricity and water consumption
- Weatherproof GFCI exterior electrical outlet at patio/balcony/terrace
- Electrical service panels with breakers
- Smoke detector and carbon monoxide detector

LAUNDRY

- In-suite stacked front loader washer and dryer with heat pump, in white

All Purchasers should note the following:

All selections are to be made from Vendor’s samples and are subject to availability and provided they have not already been ordered for the Unit. All selections are final and no changes will be accepted.

Variations from samples may occur in all materials due to normal production process. Flooring and specific finishes where applicable is subject to natural variations in colour and grain. Ceramic tiles are subject to pattern, shade and colour variations.

Colour, texture and appearance of features and finishes installed in the suite may vary from vendor’s samples as a result of normal manufacturing and installation processes

Upon request by the Vendor, the Purchaser shall make colour and material choices from the Vendor’s standard selections, by the date designated by the Vendor (of which the Purchaser shall be given at least 5 days prior notice) to properly complete the Vendor’s colour and material selection form. If the Purchaser fails to do so within such period, the Vendor may exercise all of the Purchaser’s rights to colour and material selections hereunder and such selections shall be binding on the Purchaser. No changes whatsoever shall be permitted in colours or materials so selected by the Vendor, except that the Vendor shall have the right to substitute other materials and items for those provided in this Schedule provided that such materials and items are of equal or better quality than the materials and items set out herein.

The Purchaser acknowledges that there shall be no reduction in the price or credit for any standard feature listed herein which is omitted at the Purchaser’s request.

The Purchaser acknowledges and accepts that all dimensions in this Agreement are approximate, actual square footages may vary depending on elevations selected, and actual usable floor space may vary from the stated floor area.

References to model types or model numbers refer to current manufacturer’s models. If these types or models change, the Vendor shall provide an equivalent model.

NO PURCHASER SHALL BE ALLOWED TO PERFORM ANY WORK OR SUPPLY MATERIALS TO THE UNIT PRIOR TO CLOSING.

****Excluding areas where ceiling dropped down for mechanical requirements and overheads. The ceiling heights stated are approximate. The height is measured from the upper surface of the floor slab. Where ceiling bulkheads are installed or where drop ceilings are necessary such as kitchen, foyer, closets, bathrooms, laundry rooms and hallways, the ceiling height will be less.**

All illustrations are artists’ concept. Plans, dimensions and specifications are subject to change at the discretion of the Vendor. Materials may be substituted for those of equal or better quality. All dimensions are approximate.

In the event of model vignettes, the Purchaser acknowledges that they have been decorated for public display purposes and may contain certain features and upgrade features that are not included in the basic model type. You are hereby put on notice that the Vendor reserves the right to use your home for public relations and/or advertising purposes and consent is hereby given.

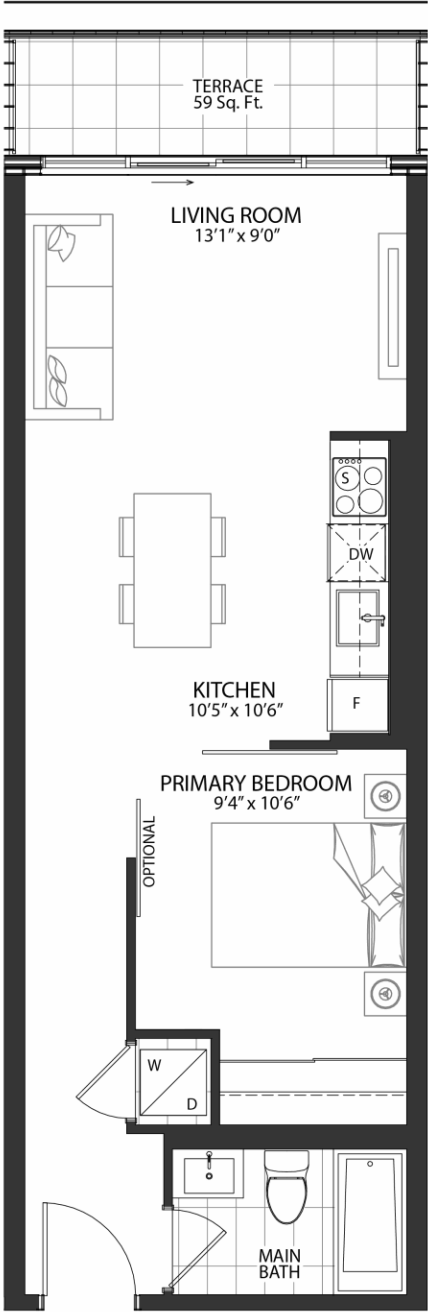
All feature and finished subject to change without notice

May 17, 2021

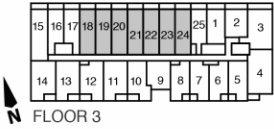
SCHEDULE "B"
KAZMIR CONDOS - SKETCH OF SUITE

318
KAZ-17B

KAZ-17B



LORMEL
KAZMIR
318-319-320-321-322-323-324 - 1B (543 SF)



*Prices and specifications subject to change without notice. E& O.E. The area and dimensions of any unit as stated herein is approximate only. Actual useable area may vary from stated or represented floor area or gross floor area and the extent of the actual or useable living space or net floor area within the confines of a unit may vary from any represented square footage or floor area measurements made by or on behalf of the vendor.

For information of calculating the floor area of any unit, references should be made to Builder Bulletin No. 22 published by Tarion 04/01/1990.

SCHEDULE "C"
KAZMIR CONDOS
WARNING CLAUSES AND NOTICE PROVISIONS

The Purchaser hereby acknowledges that it has reviewed the following warning clauses:

1.

The Toronto District School Board makes every effort to accommodate students at local schools. However, due to residential growth, sufficient accommodation may not be available for all students. Students may be accommodated in schools outside this area until space in local schools becomes available.

For information regarding designated school(s), please call (416) 394-7526.
2.

Despite the best efforts of the Toronto District School Board, sufficient accommodation may not be locally available for all students anticipated from the development area and that students may be accommodated in facilities outside the area, and further, that students may later be transferred.
3.

Purchasers agree for the purpose of transportation to school, if bussing is provided by the Toronto District School Board in accordance with the Board's policy, that students will not be bussed home to school, but will meet the bus at designated locations in or outside of the area.

SCHEDULE "D"
KAZMIR CONDOS
ACKNOWLEDGEMENT OF RECEIPT OF DISCLOSURE MATERIALS

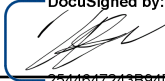
THE UNDERSIGNED PURCHASER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THE FOLLOWING DOCUMENTS:

- (a) copy of the Agreement of Purchase and Sale (to which this Acknowledgement is attached as a Schedule) executed by the Vendor and the Purchaser;
- (b) copy of the Current Disclosure Statement in accordance with the requirements of Section 72 of the Condominium Act, 1998 including the following items:
 - (i) Disclosure Statement Table of Contents;
 - (ii) Disclosure Statement;
 - (iii) proposed Declaration;
 - (iv) proposed By-Laws No. 1, [*];
 - (v) proposed rules governing the corporation;
 - (vi) proposed Management Agreement;
 - (vii) proposed Insurance Trust Agreement;
 - (viii) proposed Budget Statement;
 - (ix) Sections 73 and 74 of the Act- purchasers' right to rescind;
 - (x) Master Site Plan;
 - (xi) Plan of Condominium; and
 - (xii) Standard Unit definition.

DATED this Tuesday the 21st day of September 2021

Witness

Witness

DocuSigned by:

2344647243B94DE...
Purchaser - **MARKO STEVEN PEJIC**

DocuSigned by:

5534F063073C4E6...
Purchaser - **GREGORY PHILIP PEJIC**

SCHEDULE "E"
KAZMIR CONDOS - GENERAL PROVISIONS

1. ORAL REPRESENTATIONS

ORAL REPRESENTATIONS OR WARRANTIES BY THE VENDOR OR ITS AGENTS SHALL NOT FORM PART OF NOR SHALL THEY AMEND THIS AGREEMENT. THE PURCHASER ADKNOWLEDGES HAVING READ ALL PARAGRAPHS AND SCHEDULES OF THIS AGREEMENT.

2. PARKING AND STORAGE UNITS (if applicable)

The Purchaser acknowledges and agrees that in the event any Parking Unit(s) (if applicable) and/or Storage Unit(s) (if applicable) or the exclusive use area(s) (if applicable) are part of the Unit or being purchased by the Purchaser as set out in this Agreement or any amendment hereto, any of the foregoing will be designated by the Vendor prior to the Occupancy Date or the Unit Transfer Date. The Vendor shall have the right in its sole, absolute and unfettered discretion to designate the location of the Parking Unit(s)(if applicable) and/or the Storage Unit(s)(if applicable) and the exclusive use area(s) (if applicable) and may re-designate any one or more of same from time to time prior to the Occupancy Date or the Unit Transfer Date. The Vendor may give priority as to the location of such units, if any, to persons with special needs as determined by the Vendor in its sole, absolute and unfettered discretion. Parking Units may be adjacent to other Parking Units, walls, columns, beams, other structures, etc. Some Parking Units may be accessible only by the parallel parking of motor vehicles. The Purchaser acknowledges and agrees that the parking of motor vehicles for occupants of the Condominium during certain (or all) period(s) between the Occupancy Date and the Unit Transfer Date may be accommodated on lands other than the Condominium lands and the Purchaser shall not be entitled to any abatement or reduction in the Occupancy Fee and/or the Purchase Price whatsoever as a consequence of the parking of motor vehicles being accommodated as aforesaid nor shall the Purchaser have any claim or cause of action whatsoever against the Vendor or its sales representatives (whether based or founded in contract, tort or in equity) with regards to/pertaining to/arising from the foregoing. Further, the Purchaser shall have absolutely no claim or cause of action whatsoever against the Vendor or its sales representatives (whether based or founded in contract, tort or in equity) as a consequence of the parking of motor vehicles being accommodated as aforesaid. The Vendor makes no representations or warranties regarding the ceiling height, length and width, of the Parking Units, the parking garage, garage access ramp(s) or drive aisle(s) or whether certain motor vehicles will be able to access the Parking Units, the parking garage, garage access ramp(s) or drive aisle(s) due to the dimensions of such motor vehicles. In connection with the foregoing, the Purchaser acknowledges and agrees that it shall accept the Vendor's allocation of any applicable Parking Units to the Purchaser regardless of whether such Parking Units are located next to, or in the vicinity of, any heating, cooling, mechanical or other building systems.

3. COMPLETION OF UNIT

The Unit shall be deemed to be completed for the purposes of Occupancy on the Occupancy Date or any extension thereof when the requirements of the Taron Statement of Critical Dates And Addendum To the Agreement of Purchase And Sale have been met, and the Purchaser agrees that he shall take occupancy of the Unit on the Occupancy Date and the Vendor shall complete any outstanding details of construction required by this Agreement within a reasonable time thereafter having regard to weather conditions and the availability of supplies or tradesmen. In any event, the Purchaser acknowledges that failure to complete other units within the building in which the Purchaser's Unit is located, or the common elements on or before the Occupancy Date shall not be deemed to be a failure to complete the Unit. The Purchaser agrees to complete this transaction notwithstanding any claims submitted to the Vendor and/or the Ontario New Home Warranties Plan Act, RSO 1990, c O-31 (the "Warranty Act") or otherwise in respect of apparent deficiencies or incomplete work. The Vendor makes no representations, warranties or covenants regarding the size, area and dimensions of any balcony(ies), patio(s) and/or terrace(s) (as applicable, if any) appurtenant to the Unit. The Purchaser covenants and agrees that the Purchase Price is not based on the size, area and dimensions of any balcony(ies), patio(s) and/or terrace(s) (as applicable, if any) appurtenant to the Unit. The Purchaser shall have absolutely no claim or cause of action whatsoever against the Vendor or its sales representatives (whether based or founded in contract, tort or in equity) with regards to/pertaining to/arising from the size, area and dimensions any balcony(ies), patio(s) and/or terrace(s) (as applicable, if any), nor shall the Purchaser be entitled to any abatement and/or reduction in the Occupancy Fee and/or Purchase Price whatsoever as a consequence of the size, area and dimensions of same.

4. INTERIM OCCUPANCY

- (a) The Purchaser shall, subject to any other provisions of this Agreement to the contrary, take possession of the Unit from the Occupancy Date until the Unit Transfer Date, upon the terms set forth in the occupancy provisions herein (which in such instances shall constitute the occupancy agreement), and/or shall execute at the Vendor's option its standard form of occupancy agreement without any amendments by the Purchaser (either occupancy agreement hereinafter called the "Occupancy Agreement"). In the event of a conflict between any term contained in the Vendor's standard form of occupancy agreement and any term contained in the occupancy provisions hereof, the provisions of the Vendor's standard form of occupancy agreement shall prevail. Should any parking unit(s) and/or storage unit(s) purchased hereunder (or in any amendment, addendum or schedule hereto) not be available for use during certain (or all) period(s) between the Occupancy Date and the Unit Transfer Date, as determined by the Vendor in its sole and unfettered discretion, the Purchaser shall nevertheless take possession of the residential unit purchased hereunder (and such other units purchased hereunder as are available for use during such period(s), as determined by the Vendor in its sole and unfettered discretion) on the Occupancy Date and the Purchaser shall not be entitled to any abatement or reduction in the Occupancy Fee and/or Purchase Price whatsoever as a consequence of any parking unit(s) and/or storage unit(s) purchased hereunder (or in any amendment, addendum or schedule hereto) not being available for use during certain (or all) period(s) between the Occupancy Date and the Unit Transfer Date, nor shall the Purchaser have any claim or cause of action whatsoever against the Vendor or its sales representatives (whether based or founded in contract, tort or in equity) with regards to/pertaining to/arising from the foregoing. Further, the Purchaser shall have absolutely no claim or cause of action whatsoever against the Vendor or its sales representatives (whether based or founded in contract, tort or in equity) for the unavailability for use of any parking unit(s) and/or storage unit(s) as aforementioned.
- (b) On the Occupancy Date, the Purchaser shall deliver a clear and up-to-date execution certificate in respect of the Purchaser's name from the Land Titles Office or Sheriff's Office in the judicial district in which the Unit is situated, or provide the Vendor's solicitor with such other information and documentation as may be required in order to satisfy the Vendor's solicitor, in its sole discretion, that the Purchaser is not one and the same person as any particular execution debtor named in any particular execution on file in the said offices.
- (c) The Purchaser shall pay an occupancy fee (the "Occupancy Fee") monthly, in advance, on the first day of each month, during the period between the Occupancy Date and the Unit Transfer Date, which Occupancy Fee shall be payable pro rata for periods of less than a whole month at the beginning or end of the occupancy period. The Occupancy Fee shall be equal to the maximum amount permitted in section 80(4) of the Act. The Purchaser shall provide any number of postdated cheques with respect to the Occupancy Fee as and when the Vendor may reasonably require same. The Purchaser acknowledges and agrees that any cheques delivered to the Vendor with respect to the Occupancy Fee and which are not negotiated by the Vendor shall, at the sole

option of the Vendor, either be destroyed by the Vendor and not be returned to the Purchaser or his solicitor, or be returned by the Vendor to the Purchaser or its solicitor. NO PART OF THE OCCUPANCY FEE SHALL BE CREDITED TOWARDS THE PURCHASE PRICE ON THE UNIT TRANSFER DATE NOR SHALL ANY PART THEREOF BE RETURNED TO THE PURCHASER IN THE EVENT THAT ANY DEPOSIT MONIES ARE TO BE RETURNED TO THE PURCHASER BY REASON OF THE TERMINATION OF THIS AGREEMENT. No adjustment shall be made for fluctuations in those items on which the Occupancy Fee is based other than as required in the Act, save and except as provided for in the following sentences in this subsection. The Vendor reserves the right to charge taxes applicable only to the land to the Purchaser as part of the monthly Occupancy Fee and adjust on the Unit Transfer Date any interim bills paid by the Vendor prior to the Unit Transfer Date. The Purchaser in such event shall still be responsible for all supplementary tax bills resulting from the construction of the Condominium from and after the confirmed Occupancy Date and all tax bills after Unit Transfer Date applicable to the Unit.

- (d) The Purchaser covenants and agrees to provide the Vendor's solicitor, at least 60 days prior to the Occupancy Date, with the full names, birth dates, marital status, social insurance number of the Purchaser and address for service to be inserted in the transfer, failing which the Vendor shall be entitled to engross the Occupancy Agreement and the transfer of the Unit in the name of the Purchaser as noted on the front page of this Agreement or as permitted herein, and the Purchaser shall be bound thereby and shall be estopped from requiring any further changes to the manner in which the Occupancy Agreement and/or the transfer are so engrossed. Notwithstanding anything contained in this Agreement to the contrary, the Purchaser shall only direct that title to the Unit be taken in the name of his or her spouse or a child only (at no extra cost to the Purchaser) and shall not direct title to the Unit to any other party.
- (e) The Purchaser agrees to provide the name, address, and telephone number of its solicitor and all other information requested or required for the completion of the transaction to the Vendor or its solicitor in writing no later than 60 days prior to the Occupancy Date. If the Purchaser changes solicitors or the Purchaser or its solicitor (i) fail to provide the aforesaid information or required title information; (ii) change or amend any of the information provided, including title information required for engrossing the Occupancy Agreement or the transfer to the Unit as required by the preceding paragraph; or (iii) provide information to the Vendor or its solicitors that is incorrect or amended for any reason, the Purchaser shall be charged a fee as determined by the Vendor plus Applicable Taxes on the Statement of Adjustments. Notwithstanding anything contained in this Agreement to the contrary, the Purchaser shall not direct title to the Unit or any other party.
- (f) The Purchaser agrees to obtain from the Vendor a time of day during which the Purchaser shall be entitled to move into the Unit and to use the elevator or stairwells designated for such purposes (if applicable), corridor(s) and/or stairwell(s) designated for such purposes (as applicable). The Purchaser shall be responsible for all damages to the elevator (if applicable) or stairwells and/or corridors as a result of the Purchaser's use and shall provide a security deposit in an amount determined by the property manager payable to the Vendor prior to being granted use of the elevator (if applicable) or stairwells. If the elevator (if applicable) and or corridors is/are damaged as a result of the Purchaser's use then, the Vendor shall be entitled to retain from such deposit an amount equal to the cost of repair for the damage, and if such cost exceeds the amount of the security deposit then, the Purchaser shall pay to the Vendor the difference immediately, failing which an amount equal to such difference shall be paid on the Occupancy Date or the Unit Transfer Date, as determined by the Vendor, together with interest at the rate described in the paragraph headed Default.

5. **THE OCCUPANCY AGREEMENT**

During the term of the Occupancy Agreement:

- (a) Subject to the provisions hereof, only the Purchaser or members of the Purchaser's immediate family shall have the right to occupy the Unit, for residential purposes only, in accordance with the terms and provisions of the draft condominium documents included in the Disclosure Statement (hereinafter the "Condominium Documents"), and shall comply with same as if they were the owner of the Unit, and shall maintain and repair same in a clean and sightly manner as would a prudent owner, and shall make no change, alteration, or addition to the Unit without the Vendor's prior written consent (which consent may be arbitrarily withheld). The Purchaser acknowledges and agrees that he shall not have access to the Unit prior to the Occupancy Date without the Vendor's prior consent and without being accompanied by a representative of the Vendor;
- (b) The Purchaser shall pay all telephone, cable/satellite television, utility and other expenses for the Unit other than those included as a proposed common expense (including without limitation) any administrative charges imposed by any utility provider as a result of such utility being separately metered;
- (c) The Purchaser shall maintain insurance on any decoration, furnishing or improvement to the Unit as well as for third party liability and shall indemnify the Vendor from any damage to property or injury to persons within or on the Unit or elsewhere if caused by the Purchaser or any person for whose actions the Purchaser may in law be liable;
- (d) The Purchaser's right to occupy the Unit may be terminated by the Vendor if the Purchaser is in default under this Agreement or the Occupancy Agreement, or if this Agreement has been terminated for any reason. If the Occupancy Agreement or this Agreement is terminated, the Purchaser shall vacate the Unit immediately, and shall indemnify the Vendor for any costs incurred in connection with its repossession of the Unit and/or in restoring or repairing the Unit;
- (e) Subject to the provisions hereof, the Purchaser may not assign or sublet the Occupancy Agreement or otherwise part with possession of the Unit, without the Vendor's prior written consent which consent may be arbitrarily withheld; and
- (f) The Vendor shall have the right to enter the Unit at all reasonable times (unless there is an emergency, in which case such right to enter the Unit can be at any time) for the purpose of conducting inspections thereof, for facilitating the registration of the Condominium under the Act, and for correcting and completing any outstanding work with respect to the Condominium.

6. **CONSTRUCTION, CHANGES AND DECOR PACKAGES**

The Vendor agrees to complete the Unit and common elements in a good and workmanlike manner. The Vendor shall have the right from time to time to make reasonable changes in the opinion of the Vendor in the plans and specifications of the Unit and the Condominium (regardless whether the aforesaid have been submitted to the relevant governmental authority) and any changes required by any relevant governing authority in the plans and specifications of the Unit and the Condominium and every aspect thereof if required and to substitute other material for that provided for under this Agreement or in the plans and specifications of the Unit or the Condominium, provided that such alternative material is of a quality equal to or better than the material hereunder or in the plans and specifications and the Purchaser agrees to complete this transaction notwithstanding same and the Purchaser hereby consents to such

changes and substitutions. The Purchaser acknowledges and agrees that the Vendor may insert or add any items, including without limitation, windows, columns, fire walls, conduits, beams and/or bulkheads within or adjacent to the Unit and/or remove, change, delete, vary, alter or modify the number, size and location of any of the foregoing items from the number, size and/or location of same as displayed or illustrated in the sketch of suite attached hereto as Schedule "B" or any promotional material or information which may include, without limitation, sales brochure(s), model(s), rendering(s), vignette(s) and/or floor plan(s) previously delivered or shown to the Purchaser or to the public (regardless of the extent or impact thereof). The Purchaser shall have absolutely no claim or cause of action whatsoever against the Vendor or its sales representatives (whether based or founded in contract, tort or in equity) for any such insertions, additions, removals, changes, deletions, variations, alterations or modifications, nor shall the Purchaser be entitled to any abatement or reduction in the Purchase Price whatsoever as a consequence thereof. The Purchaser acknowledges and agrees that the Vendor shall have the right, in its sole, absolute and unfettered discretion to effect the changes to the Condominium contemplated in the Disclosure Statement, to change the legal description or the municipal address of the residential unit and the right to change the Condominium's municipal address or numbering of the Units in terms of unit number and/or level number and the number of units in the Condominium as a result of a combination of units, splitting units, adding additional units, removing units and reducing or increasing the height of the Condominium by reducing or increasing the number of floors of the Condominium and altering the exterior design and features of the Condominium, which the Vendor can effect in its sole, absolute and unfettered discretion; provided, however, that the Purchaser's residential unit on the floor-plate and configuration shall not be altered except as provided herein. The Purchaser acknowledges and agrees that the construction timetable for the lands adjacent to and/or nearby the Condominium, if applicable, and the type, character, composition, number of buildings and other development matters of the improvements to be constructed thereon will be totally at the discretion and control of the owners thereof. The Purchaser covenants and agrees that in the event that there is a 'material change' permitting the Purchaser to rescind this Agreement pursuant to s.74(6) of the Act, then the Purchaser agrees that its only recourse against the Vendor is such right of rescission pursuant to the Act and the return of its deposits paid under this Agreement and the Purchaser shall not claim specific performance and/or damages of any kind against the Vendor as a result, notwithstanding any rule of law or equity to the contrary.

The items set out in Schedule "A" attached hereto are included in the Purchase Price. Model unit and vignette furnishings, decor, improvements, mirrors, drapes, tracks and wallpaper, if any, described and/or illustrated within any promotional material or information which may include, without limitation, sales brochure(s), model(s), rendering(s), vignette(s) and/or floor plan(s) are for display purposes only and are not included in the Purchase Price. The floor area and dimensions of the represented units relate to units that are located midway in the building and, because the structural, mechanical and architectural elements will differ on a floor by floor basis, the floor area and the dimensions of such units will vary on a floor by floor basis (if applicable), and the Purchaser is notified of the following statement pursuant to the requirements of the applicable Tarion Bulletin: "Floor area measurements were calculated on the middle floor, such that units on lower floors may have less floor space due to thicker structural members, mechanical rooms, etc., while units on higher floors may have more floor space." The Purchaser acknowledges that the Unit may be a reverse mirror image plan of the plan attached hereto as Schedule "B" and that the floor area and dimensions of any room contained thereon or the Unit as represented in any schedules hereto and sales or promotional material or provided by the Vendor's sales agents has been determined in accordance with the provisions of the applicable Builder Bulletin issued pursuant to the Ontario New Home Warranties Plan Act (the "Warranty Act"), that such calculations and measurements are approximate only, that the net living area of the Unit will differ from the floor area of the Unit determined in accordance with the aforesaid bulletin, that there is no representation or warranty as to the size of the Unit, that the Purchase Price is not based on the floor area of the Unit and that the Purchaser shall not be entitled to an adjustment for same in the event that the actual floor area of the constructed Unit differs from that indicated by the promotional material or provided by the Vendor's agents. In accordance with the foregoing, and without limiting the generality of the foregoing, all details and dimensions are approximate and are subject to change without notice to the Purchaser. Any reference to ceiling heights in this Agreement or the schedules attached hereto shall mean the approximate height from unfinished floor slab surface to unfinished ceiling slab surface and such heights will be reduced by sound attenuation features, finishes of floors and ceilings and installations such as bulkheads, etc..

Purchaser's choice of colours and materials shall be from Vendor's standard samples, if not yet ordered or installed, and provided that colours and materials are available from suppliers. Without limiting the generality of the foregoing, any of the foregoing selection of features and finishes made by the Purchaser in accordance with this Agreement shall be subject to the availability thereof at the time that the Vendor is prepared to install same and if any selected feature or finish is not then available, the Purchaser will then be required to re select from any additional standard samples then available from the Vendor, again subject to the requirement of further re selection in the event that the additional selection(s) made by the Purchaser are also not available as described above. Purchaser agrees to select the colour and material within 4 days after notification by the Vendor; otherwise the Vendor reserves the right to choose the colour and material to complete the dwelling and the Purchaser agrees to close the transaction with the Vendor's choice of colour and material. In addition, the Purchaser shall select its appliances no later than 21 days after the date on which it has chosen the aforesaid colour and material, failing which the Vendor shall be entitled to select the appliances (including the colour thereof).

The Vendor is not responsible for shade difference occurring in the manufacture of items such as, but not limited to, finishing materials or products such as cushion floor, carpet, floor tiles, roof shingles, brick, aluminum or vinyl siding, bath tubs, water closets, sinks and other such products where the product manufacturer establishes the standard for such finishes. The Vendor is also not responsible for colour variations in natural products or the finishes on natural products such as but not limited to marble, porcelain, limestone, slate, granite, hardwood flooring, kitchen cabinets, wood stairs railings, spindles, trim as well as stains or finishes applied to any of the aforesaid which colours may vary when finishes are applied to them. Nor shall the Vendor be responsible for shade difference in colour of components manufactured from different materials but which components are designed to be assembled into either one product or installed in conjunction with another product such as but not limited to toilet seats, toilets, tubs, cabinet finishes and paint and in these circumstances the product as manufactured shall be accepted by the Purchaser. The Purchaser acknowledges that where adjoining rooms have different flooring materials, there may be installed thresholds between the different types of flooring and that the height of the floors may vary.

The Purchaser covenants and agrees that the Purchaser shall pay to the Vendor in advance for all extras, upgrades or changes, and Applicable Taxes in addition thereto, ordered by the Purchaser at the time such order is made and the Purchaser further acknowledges and agrees that such payment is non-refundable in the event that this transaction is not completed due to a default, fault, action or inaction of the Purchaser. Notwithstanding anything herein contained to the contrary, the Purchaser acknowledges and agrees that if, upon the Unit Transfer Date, any of the extras, upgrades or changes ordered by the Purchaser remain incomplete in whole or in part or if the Vendor shall, in its sole discretion, determine that it will not provide extras, upgrades or changes or cannot complete the extras, upgrades or changes then there shall be refunded to the Purchaser upon the Unit Transfer Date that portion of the amount paid by the Purchaser in connection with such extras, upgrades or changes allocated to those extras, upgrades or changes which remain incomplete in whole or in part as aforesaid, as determined by the Vendor. The Purchaser further acknowledges and agrees that the amount so paid to the Purchaser (or for which, in the alternative, the Purchaser receives credit in the statement of adjustments) shall be accepted by the Purchaser as full and final settlement of any claim by the Purchaser with respect to the extras, upgrades or changes which remain incomplete as aforesaid. The Purchaser further acknowledges that the Vendor's liability with respect to such incomplete

extras, upgrades or changes shall be limited to the return of the amounts referred to aforesaid and, thereafter, there shall be no further liability upon the Vendor in connection with such incomplete extras, upgrades or changes and upon such payment being made or credit being given, the Vendor shall be deemed to have been released from any and all obligations, claims or demands whatsoever with respect to such incomplete extras, upgrades or changes. If the Purchaser neglects to advise the Vendor forthwith upon request as to the Purchaser's selection of finishing specifications, or orders any extras, upgrades in interior finishings, or performs any work in or about the Unit which causes delay on the Vendor's construction operations, the Vendor may require the Purchaser to take occupancy of the Unit and complete this transaction on the Unit Transfer Date herein set out without holdback of any part of the Purchase Price, on the Vendor's undertaking to complete any one of the Vendor's outstanding work from time to time. On occasion, certain extras/upgrades may be installed by the Vendor after the Occupancy Date at the Vendor's discretion.

The Purchaser acknowledges that the consumption of electricity, water and heating/cooling in the residential units shall be separately metered or check or consumption metered on a per unit basis with each residential unit owner being responsible for the cost of such utilities consumed in its residential unit, in addition to and not part of the common expenses payable by such owner. If requested by the Vendor, the Purchaser covenants and agrees to execute and deliver to the Vendor prior to the Occupancy Date or thereafter such documentation as is required to facilitate the separate metering, check or consumption metering and per unit billing of such utilities.

Notwithstanding anything herein, the Vendor reserves the right to bulk meter any utility or service, including without limitation, any utility which is described herein as being separately, check or consumption metered and the Purchaser is specifically put on notice of same. Further, and notwithstanding anything herein, the Vendor reserves the right to separately meter / check meter / consumption meter any utility which was not previously described herein as being separately, check and/or consumption metered and the Purchaser is specifically put on notice of same. The Purchaser covenants and agrees, prior to the Occupancy Date or thereafter, to execute and deliver to the Vendor such documentation as may be required by the Vendor for the separate, check or consumption metering and billing of a utility which documentation may include, without limitation, a contract(s) with the provider of a utility and/or the party monitoring the consumption of a utility or an assumption agreement(s) with regards to such contract(s). The Purchaser further covenants and agrees to pay to Vendor (or as it may otherwise direct) the cost in respect of the provision and installation of a meter for any utility servicing the Unit which was not previously described herein as being separately, check and/or consumption metered plus Applicable Taxes as an adjustment on the Occupancy Date or on the Unit Transfer Date if so required by the Vendor.

The Purchaser acknowledges that the distance and views from the proposed building shown on any site plan, marketing materials, signs, artists renderings or scale model are approximate only and/or may be modified during construction. The Purchaser acknowledges and agrees that the Vendor may, at its sole, absolute and unfettered discretion, make alterations, changes, additions or deletions to anything, including without limitation any buildings, structures and improvements, included or depicted on any such site plan, marketing materials, signs, artists renderings or scale model. The Purchaser further acknowledges that the Vendor shall only be required to provide the amenities to the Condominium as specifically set out in the Condominium Disclosure Statement (and subject to the modifications permitted therein), notwithstanding any artist renderings, models, displays, any advertising or marketing material or otherwise to the contrary.

7. **WARRANTY**

Notwithstanding what may otherwise be expressed in this Agreement, the Vendor covenants that on the Occupancy Date a written warranty in the Warranty Act standard form will be requested by the Vendor from the administrator of the Warranty Act. The Purchaser agrees to accept such warranty in lieu of any other warranty or guarantee, expressed or implied, it being understood and agreed that there is no representation, warranty, guarantee, collateral agreement or condition precedent to, concurrent with, or in any way affecting this Agreement or the subject land or Unit other than as expressed in the Warranty Act.

Without limiting the generality of the foregoing, the Purchaser hereby releases the Vendor from any liability whatsoever in respect of water damage caused to the Purchaser's improvements, if any, and chattels stored in the Unit, and acknowledges and agrees that the Vendor shall not be liable or responsible for any damage to improvements, chattels or décor caused by material shrinkage, twisting or warpage, nor for any secondary or consequential damages whatsoever resulting from any defects in materials, design or workmanship related to the Property, nor for any item requiring rectification or completion in respect of which the Purchaser has attempted to complete or rectify on his own, and the Vendor's only obligation shall be to rectify any defects pursuant to the terms of this Agreement. The Purchaser agrees to remove at his expense any finishes and/or improvements made by the Purchaser as requested by the Vendor in order to enable the Vendor to do any completion or rectification work. In addition, if the Purchaser orders the installation of engineered wood flooring or a similarly offered product within the kitchen, the Purchaser acknowledges and agrees that product warranties and responsibilities of the Vendor will not extend to: (a) water damage; (b) damage from the installation and/or movement of appliances; and (c) other kitchen related issues arising from such installation.

8. **INSPECTION OF UNIT**

- (a) The Purchaser or its designate shall inspect the Unit (such inspection hereinafter referred to as the "PDI") immediately prior to the Occupancy Date with a representative of the Vendor at a time appointed by the Vendor and the parties shall indicate on the face of the Warranty Act's Certificate of Completion and Possession and Warranty Certificate (the "Certificate"), the approval of the Purchaser, which shall be subject only to the completion of seasonal work, and any items of a similar nature uncompleted, and listed thereon, and save as to such list the Purchaser shall be conclusively deemed to have accepted the Unit as complete in accordance with this Agreement. On or before the PDI, the Vendor shall provide the Purchaser with a Homeowner Information Package that is available from the Taron Warranty Corporation ("Taron"). The Vendor will complete all matters set out in the said Certificate as soon as reasonably practicable. Further, the Vendor agrees to rectify any defects in materials or workmanship covered by the Warranty Act's warranty issued to the Purchaser as soon as reasonably practicable after the same will have been called to the Vendor's attention by notice in writing and in accordance with the guidelines of Taron. Except for the aforementioned inspection with the Vendor's representative, the Purchaser shall not enter (and shall not direct or cause anyone to enter) the Condominium and Unit until the Purchaser has completed his obligations under this Agreement on the Occupancy Date. The Purchaser shall provide the Vendor with written notice, at least five (5) days prior to the date appointed by the Vendor for the PDI, irrevocably appointing the Purchaser's designate, if any. The Purchaser acknowledges that: a Homeowner Information Package is available from Taron Warranty Corporation; the Vendor has/will deliver to the undersigned a Homeowner Information Package as provided by Taron Warranty Corporation on or before the date of the PDI; and the Purchaser shall execute any confirmation or statements confirming receipt of the Homeowner Information Package in accordance with Taron's requirements.
- (b) The completion of the foregoing inspection and the preparation and endorsement of the Certificate are conditions of the Vendor's obligation to give occupancy of the Unit and to complete this transaction. Failure by the Purchaser to attend at the appointed time for the inspection and to complete the Certificate shall be deemed to be a default by the Purchaser under this Agreement. The Vendor, at its sole option, may thereupon either terminate the transaction in accordance with the provisions set out in the paragraph(s) headed Default herein, or may elect to complete the Certificate on behalf of the Purchaser. The Purchaser hereby

irrevocably nominates, constitutes and appoints the Vendor or any of its authorized signing officers to be and act as his lawful attorney in the Purchaser's name, place and stead for this purpose.

9. **DAMAGES BEFORE CLOSING**

The Unit shall be and remain at the risk of the Vendor until the Unit Transfer Date, and pending completion of the sale the Vendor will hold all insurance policies and the proceeds thereof in trust for the parties as their interests may appear. In the event that the Unit or the building of which the Unit forms a part are substantially damaged or destroyed, and the Vendor's lender requires that insurance proceeds be applied to reduce its loan rather than to the reconstruction of the Unit or building and the Vendor does not have alternative financing arrangements satisfactory to the Vendor, in its sole and absolute discretion, then the Purchaser and Vendor agree that such event shall constitute a frustration of this Agreement and the Purchaser's deposits shall be returned to the Purchaser with interest as required by law, without deduction, and the Vendor shall not be liable for any costs and/or damages incurred by the Purchaser thereby whatsoever, whether arising from (or in connection with) the termination of the Purchaser's existing occupancy of the Unit, or the termination of this transaction, by virtue of the frustration of this contract.

10. **ACCESS BY VENDOR FOR MAINTENANCE AND COMPLETION**

- (a) Notwithstanding the transfer of title to the Unit to the Purchaser, or occupancy of the Unit by the Purchaser, the Vendor or its duly authorized agents shall have free access at all reasonable times (unless there is an emergency, in which case such access can be at any time) to the Unit in order to make inspections or do any work or repairs thereon which may be deemed necessary in connection with the completion of the Unit or other units and the common elements in the Condominium or of any servicing or installations in connection with either the Unit or the common elements and this right shall be in addition to any rights and easements in favour of the Vendor under the Act.
- (b) The Purchaser shall not interfere with the completion of other units and the common elements by the Vendor. Until the Condominium is completed and all units sold, both in other phases of the condominium, if any, and in other condominium plans, as applicable, the Vendor may make such use of the Condominium as may facilitate such completion and sale, including, but not limited to the maintenance of a sales office, signs and model units, the showing of unsold units and the display of signs. The Purchaser covenants and agrees for itself and its agents and permitted assigns that they shall not enter the Unit or the common elements prior to the Occupancy Date except as approved or required by the Vendor.

11. **ACCEPTANCE OF TITLE BY PURCHASER**

The Purchaser agrees that the Unit and the subject property shall be subject to all registered restrictions and agrees to accept title to the Unit and the subject property subject to all the rights and easements now registered or to be registered hereafter against the Unit, the common elements and/or subject property for the supply and installation of telephone and other communication services, electricity, gas, sewers, water, heating, cooling, television cable or satellite facilities and other usual services; provided that if such rights and easements have not been determined when the Purchaser receives a transfer, such transfer will contain a covenant by the Purchaser to grant such rights and easements and/or confirm same upon the written request of the Vendor, and the Purchaser shall, if requested, execute such transfer or transfers as the Vendor shall require and submit same, provided the title is good and free from all encumbrances except:

- (a) as aforesaid;
- (b) the Declaration, Description, and By-Laws, notwithstanding that they may be amended or varied from the proposed Condominium Documents given to the Purchaser when entering into this Agreement;
- (c) any development agreements, subdivision agreements or site plan agreements and any other agreements with the municipal corporation or regional municipality or other tier of municipal government having jurisdiction, applicable by-laws whether registered or not, provided that the Vendor is in compliance thereof;
- (d) any easements, rights-of-way, crane swing agreements, tie-back agreements, cost sharing and/or reciprocal agreements, easement and cost sharing agreements and/or reciprocal agreements, restrictions, restrictive covenants, encroachment agreements, conditions or covenants that run with the land, and subject to all rights, licences, and easements or agreements now registered or to be registered for the installation and maintenance of any public or other utility including, without limitation, telephone, internet, electricity, gas, sewer, water, heating, cooling, cable or satellite and any easements or right of entry for the operation and maintenance of adjacent condominium corporations or lands;
- (e) any easements, rights-of-way, crane swing agreements, tie-back agreements, licences, or agreements with or required by the municipal corporation or regional municipality or other tier of municipal government having jurisdiction with respect to future services to be installed or for other purposes;
- (f) temporary easements, licenses or other rights in favour of the Vendor and/or its affiliates and/or the Vendor's assigned successors for construction and sales of this Condominium and any development in the vicinity thereto;
- (g) any easements or licences for the installation of the maintenance of public or other utilities including, without limitation, telephone, electricity, gas, sewer, water, cable/satellite, as well as any rights, easements and interests in land reserved by the Vendor that do not materially affect the use of the Unit for residential purposes. The Purchaser shall execute any easements required for the said purposes upon being requested by the Vendor both before or after closing. The Purchaser acknowledges that the Deed or Transfer of the Unit may reserve such rights and easements;
- (h) official plan and zoning amendments passed by the municipal corporation or regional municipality or other tier of municipal government having jurisdiction;
- (i) any agreement(s), easement(s), covenants and restrictions between or among the Vendor on its behalf and on behalf of the owner(s) of improvements constructed or to be constructed on lands adjoining the subject property;
- (j) a Notice of Security Interest relating to any building automation system and equipment relating thereto, waste disposal system and to any other equipment as herein provided;
- (k) any lease agreement between the Condominium Corporation and any provider of equipment for the Condominium;
- (l) as herein expressly provided; and

- (m) as to minor breaches in any of the foregoing that have been remedied or are in the process of being remedied as established by a statutory declaration of an officer or director of the Vendor.

The Purchaser agrees that the retention by the relevant authority of security that is satisfactory to such authority intended to guarantee fulfilment of any outstanding obligations under any of the aforementioned agreements shall be deemed to be satisfactory compliance with the terms and provisions of the agreements. It is understood and agreed that the Vendor shall not be obliged to obtain or register on title to the Unit or property a release of (or an amendment to) any of the aforementioned development agreements, site plan agreements, subdivision agreements, easements, easement and cost sharing agreements, reciprocal agreements or restrictive covenants, nor shall the Vendor be obliged to have any of the same deleted from the title to the property. The Purchaser shall satisfy himself as to the Vendor's due compliance with the provisions of any such agreements, licences, restrictions or easements listed herein. The Purchaser further agrees to accept the Vendor's solicitors' undertaking to discharge any mortgages, debentures, liens or encumbrances (the "Encumbrances") against the Unit or Common Elements that the Purchaser is not assuming and to close notwithstanding such mortgages, liens or encumbrances. In any event, the Vendor shall not be required to discharge the Unit from the Encumbrances until such time as the Purchaser has paid to the Vendor the Purchase Price for the Unit in full.

The Purchaser acknowledges and agrees that deposits paid hereunder shall be deemed to be monies held in trust pursuant to the provisions of Section 81 of the Act, and the Purchaser shall therefore be deemed to be a "home buyer" within the meaning of s.1(1) of the Construction Act of Ontario and the Purchaser shall not be entitled to request or demand that any holdback for construction liens be maintained for any portion of Purchase Price on the Occupancy Date or on the Unit Transfer Date.

The Purchaser acknowledges and agrees that the registered Condominium Documents and final budget statement for the one year period immediately following registration of the Condominium may vary from the proposed Condominium Documents and budget statement given to the Purchaser when entering into this Agreement, and in the event there is a material change to any of the documents comprising the Condominium Documents, then the Purchaser's only remedy shall be rescission of this Agreement in accordance with the Act and the return of its deposits paid under this Agreement and the Purchaser shall not claim specific performance and/or special damages against the Vendor as a result, notwithstanding any rule of law or equity to the contrary. The Purchaser further agrees to accept title to the Unit subject to the Condominium Documents being registered on title, notwithstanding that they may be amended and varied from the proposed Condominium Documents which were given to the Purchaser when entering into this Agreement.

The Vendor shall be entitled to insert in the transfer specific covenants by the Purchaser pertaining to such restrictions, easements, covenants or agreements referred to in this Agreement, and in such case the Purchaser shall be required to execute the transfer prior to the Unit Transfer Date, or the Vendor may require that the Purchaser deliver his separate written covenant on the Unit Transfer Date. In the event that the Vendor is not the registered owner of the Unit, the Purchaser agrees to accept a conveyance of title from the registered owner in lieu of the Vendor's.

The Purchaser agrees to accept title to the Unit subject to any easements or licences for the installation of the maintenance of public or other utilities including, without limitation, telephone, electricity, gas, sewer, water, heating, cooling, satellite facilities and cable/satellite television, as well as any rights, easements and interests in land reserved by the Vendor that do not materially affect the use of the Unit for residential purposes. The Purchaser shall execute any easements required for the said purposes upon being requested by the Vendor both before or after closing. The Purchaser acknowledges that the Deed or Transfer of the Unit may reserve such rights and easements.

12. **VENDOR'S COVENANTS**

The Vendor hereby covenants as follows:

- (a) to take all reasonable steps to sell the units within the Condominium without delay except for the units that the Vendor intends to lease, and in this regard, the Purchaser acknowledges that the Vendor may from time to time lease any and all unsold units in the Condominium for residential purposes and this paragraph shall constitute notice to the Purchaser as registered owner of the Unit after the Unit Transfer Date pursuant to the Act;
- (b) to take all reasonable steps to deliver to the Purchaser a registrable deed or transfer of the Unit without delay; and
- (c) to hold in trust for the Condominium Corporation the money, if any, that the Vendor collects from the Purchaser on behalf of the Condominium Corporation.

The covenants of the Vendor in this paragraph contained shall constitute the covenants of the Vendor pursuant to subsection 78(1) of the Act and are hereby understood and agreed to be the extent of the Vendor's obligations in that regard and it is understood and agreed that there are no further obligations or covenants in that regard other than those specifically stated above.

13. **EXAMINATION OF TITLE BY PURCHASER**

The Purchaser shall not call for the production of any title deeds or abstracts of title, survey sketch or other proof or evidence of title, nor have furnished any copies thereof. The Purchaser shall be allowed until 10 days prior to the Unit Transfer Date to examine the title at his own expense. If within that time he shall furnish the Vendor in writing with any valid objections to the title which the Vendor shall be unable or unwilling to remove and which the Purchaser will not waive, this Agreement shall, notwithstanding any intervening acts or negotiations in respect of such objections, be void and the deposit money shall be returned to the Purchaser without interest except as may be required by law and without deduction and the Vendor shall not be liable for any costs or damages. Save as to any valid objections so made within such time the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the Unit. The Purchaser acknowledges and agrees that the Vendor shall be entitled to respond to some or all of the requisitions submitted by the Purchaser through the use of a standard title memorandum or title advice statement prepared by the Vendor's solicitors and that the same shall constitute satisfactory manner of responding to the Purchaser's requisitions. Further, the Purchaser agrees that in the event that any valid requisition is not sufficiently answered by the Vendor, then the requisition shall be deemed sufficiently answered if a title insurance policy, available for issuance to the Purchaser by any company which issues title insurance policies in Ontario, would insure over the title matter which is being requisitioned.

14. **ADJUSTMENTS ON CLOSING**

The balance due on the Occupancy Date shall be adjusted on the Occupancy Date (or adjusted on the Unit Transfer Date if so required by the Vendor) as to all prepaid and accrued expenses or charges and as to other items required by the terms of this Agreement which shall include, without limiting the generality of the foregoing, the following:

- (a) contribution towards the common expenses and any adjustment of Occupancy Fees as of the Unit Transfer Date, if applicable;
- (b) The Purchaser agrees to deliver on the Unit Transfer Date and specifically as directed by the Vendor either (a) a series of twelve post-dated cheques, or (b) a pre-authorized payment form; in an amount estimated by the Vendor to be payable monthly to the Condominium Corporation on account of common expenses;
- (c) any other prepaid or current expense, such as gas, electricity, fuel, water, heating and cooling which shall be adjusted by attributing to the Purchaser's unit its share of such expenses, as determined by its proportionate contribution to the common expenses or which are assessed against the Unit directly, and any charges paid by the Vendor to a utility which is attributable to the Unit and/or the Condominium, including, without limitation, any charges and deposits (which shall be adjusted equally among the residential units) for the connection or energization of any water, sewage, gas, electricity, heating and cooling services to the Unit and/or Condominium, or the installation of a meter for same and the cost of such meters, notwithstanding that the Purchaser shall not own such meter, unless such charges are included in common expenses;
- (d) realty taxes (including local improvement rates) on the Unit. Realty taxes shall be estimated by the Vendor for the calendar year in which this transaction is completed and the following calendar year where the Vendor has posted security for such taxes or has been advised by the applicable authority that taxes will be billed to its account for such following year and realty taxes shall be adjusted as if such sum had been paid by the Vendor notwithstanding that the same may not by the Occupancy Date have been levied or paid, subject, however, to readjustment upon the actual amount of said realty taxes being ascertained, and the Purchaser shall forthwith pay to the Vendor any balance owing to the Vendor upon receiving notice in writing thereof and the Vendor shall forthwith return to the Purchaser any balance owing to him. If realty taxes are owing for a period when the Condominium was assessed and taxed as one structure and not as individual units, then the adjustment of realty taxes shall include an amount calculated to attribute a portion of such realty taxes owing on the Condominium to the Purchaser's Unit based on its common interest or alternately, equally among all of the residential dwelling units or in such other manner as the Vendor may elect, acting reasonably. Alternatively and at the Vendor's option realty taxes shall not be adjusted until individual unit assessments have been made. The Purchaser shall be responsible for all monthly realty tax reassessments and/or supplementary tax bills relating to the Unit subsequent to the Occupancy Date or the Unit Transfer Date if there is no Occupancy Date;
- (e) the transaction levy surcharge imposed upon the Vendor or its solicitors by the Law Society of Upper Canada plus Applicable Taxes;
- (a) the enrolment and/or regulatory fees, plus applicable taxes, paid by the Vendor for the Real Property under, pursuant to or as a requirement or prerequisite of any governmental authority and any of the following: the New Homes Warranty Plan Act, New Home Construction Licensing Act, 2017, or by any of the regulators or authorities pursuant to the foregoing, including, without limitation, the Taron Warranty Corporation and/or the Home Construction Regulatory Authority;
- (f) all deposits paid to the Vendor hereunder, together with interest to be paid/credited to the Purchaser in accordance with the provisions of the Act;
- (g) a \$250.00 administrative fee shall be charged to the Purchaser for any direct deposit or cheque paid for a deposit, the monthly occupancy fee or for any upgrades which is not honoured or accepted by the Purchaser's bank for any reason, including a cheque returned N.S.F. or upon which a "stop payment" has been ordered;
- (h) if the Purchaser is not a resident of Canada for the purposes of the Income Tax Act, Canada (the "ITA"), the Vendor shall be entitled to withhold and remit to Canada Revenue Agency the appropriate amount of interest payable to the Purchaser on account of his deposits paid hereunder, in accordance with the ITA;
- (i) the charge with respect to the provision of a status certificate;
- (j) any increase after the date of execution of this Agreement by the Purchaser in any levy, development charge, education development charge, cash in lieu of parkland dedication payment, impost charge, fee or assessment (collectively, the "Existing Levy") imposed as of that date by the municipality, the public or separate school board or any other authority having jurisdiction and/or any of the aforesaid authorities impose a new or any other levy, development charge, impost charge, fee or assessment (collectively referred to as the "New Levy") under the Development Charges Act, the Education Act, or any other legislation after the date of execution of this Agreement then, the Purchaser shall pay the increase to the Existing Levy and/or amount of the New Levy, as the case may be, as an adjustment on the Unit Transfer Date plus Applicable Taxes exigible thereon. If the increase to the Existing Levy or the amount of the New Levy is assessed against, charged or imposed against the Condominium as a whole and not against the whole or any part of the Unit separately, then the Vendor shall be entitled to a proportional reimbursement on the adjustments apportioned among the residential units as contemplated in Section 14(d) above;
- (k) a \$250.00, plus Applicable Taxes, administrative fee shall be charged to the Purchaser for each sum that the Vendor permits to be paid to the Vendor's solicitor on account of the Purchase Price for the Unit by wire transfer or direct deposit. All payments by wire transfer or direct deposit shall be made in strict accordance with the provisions of the Vendor's solicitor's wire transfer and direct deposit form, which may be amended by the Vendor's solicitor from time to time. Without derogation from any other right or remedy of the Vendor, if such form is not complied with and a wire transfer or direct deposit is made on account of the Purchase Price, the Purchaser shall pay an additional adjustment of \$250.00, plus Applicable Taxes, as an administrative fee per occurrence;
- (l) a \$250.00, plus Applicable Taxes, administrative fee shall be charged to the Purchaser for (i) each deposit cheque in the possession of the Vendor's solicitors that the Vendor permits to be exchanged for a replacement cheque or deposited on a later date than the date indicated on the face of said cheque; or (ii) for any amendments executed by the Vendor at the request of the Purchaser, provided that the Vendor shall be under no obligation to execute or provide any requested amendments;
- (m) The Purchaser agrees to enter into or assume a contract with the provider of electricity, water and/or heating cooling and/or the party monitoring consumption of same to the Unit (the " Provider"), on the Provider's form, for the provision and/or metering of such services to the Unit. The fees (including, without limitation, any security deposit and administration fee) for such services shall be adjusted for the month of closing with the Purchaser being responsible for such costs from and after the Occupancy Date; and

- (n) a \$50.00, plus Applicable Taxes, administrative fee shall be charged to the Purchaser for each cheque tendered pursuant to this Agreement representing a reasonable reimbursement of the costs incurred or to be incurred by the in fulfillment of the requirements of Subsection 81 (6) of the Act.

The Vendor may reserve a Vendor's Lien, following the Vendor's usual form, for unpaid purchase monies or adjustments or claims herein provided together with the interest thereon as provided for herein, and the Vendor will upon request deliver to the Purchaser (for registration at the Purchaser's expense) a release of the Vendor's Lien after such monies have been received by the Vendor and upon payment of a discharge fee of \$100.00.

If any of the adjustments to be made on the Occupancy Date cannot be accurately determined at the time of occupancy, then the Vendor may estimate the adjustment to be made. There shall be a later and final adjustment when all the items to be adjusted can be accurately determined by the Vendor. The Purchaser agrees with the Vendor to pay all monies payable under this Agreement in the manner directed by the Vendor or its solicitor. Save and except for any adjustments required pursuant to the Act, the Vendor and the Purchaser shall not be obliged to make any readjustment of any item in the event that such readjustment is equal to or less than \$25.00.

The Purchaser and Vendor agree that the harmonized sales tax (the "HST") applies to this transaction and the Purchase Price includes the HST, net of the federal and Ontario new housing rebates or the like (collectively the "Rebate"). The Purchaser or any related person thereof (a "Related Person"), as defined by section 251 of the Income Tax Act, R.S.C., 1985, c. 1, as amended from time to time, shall assign in a form required by the Vendor and/or by any of the Government of Canada, Government of Ontario and/or any other governmental and/or tax authority (collectively, the "Government") to the Vendor all of its right, title and interest in the Rebate to which the Purchaser or any Related Person is entitled. In connection with such assignment, the Purchaser or any Related Person shall deliver to the Vendor, upon request by the Vendor, on or after the Occupancy Date, such application, documents and affidavits as may be required by the Vendor and/or the Government to establish the entitlement to the Rebate of the Purchaser or any Related Person. If the Purchaser or any Related Person is not entitled to the Rebate for any reason whatsoever or if the Rebate is reduced or withdrawn by the Government and not replaced with an amount equivalent to the amount of the Rebate to which the Purchaser or any Related Person is entitled by the Government or if the Rebate is not or cannot be assigned to the Vendor or the Rebate is claimed and payment/credit of the Rebate to the Vendor is denied by the Government then, the Purchaser shall forthwith upon demand by the Vendor pay to the Vendor an amount equal to the Rebate or the amount so reduced or withdrawn and until so paid, the amount of the Rebate shall form a charge against the Unit which charge shall be recoverable by the Vendor in the same manner as a mortgage in default. If the Vendor does not receive the full benefit of the Rebate for any reason whatsoever, whether or not as a result of the acts or omissions of the Purchaser or any Related Person, the Purchaser shall indemnify and save the Vendor harmless in the amount that the Vendor would have been entitled to had such Rebate been received, together with all interest and penalties thereon, and all losses, costs, damages and liabilities which the Vendor may suffer, incur or be charged with in connection therewith, as a result of the Purchaser's or any Related Person's failure to qualify for the Rebate, or as a result of the Purchaser or any Related Person having qualified initially but being subsequently disentitled to the Rebate, or as a result of the inability to assign the benefit of the Rebate to the Vendor (or the ineffectiveness of the documents purporting to assign the benefit of the Rebate to the Vendor), which indemnity shall survive the Unit Transfer Date. The Purchaser acknowledges and agrees that the Purchaser and any Related Person shall not be entitled to any refund, credit or abatement in any manner whatsoever should the HST, or any portion thereof, not apply to this transaction for any reason whatsoever. The HST that is included in the Purchase Price is based on the federal portion and the provincial portion of the HST at the rates of 5% and 8%, respectively. If either or both of the rates increase, the Purchaser shall be responsible for the increase and shall pay same as an adjustment on the Unit Transfer Date, and if either or both of the rates decrease, the Purchaser shall not be entitled to any abatement or reduction of the Purchase Price. Notwithstanding that the Purchase Price is inclusive of the HST net of the Rebate as aforesaid, the Purchaser, shall, at the Purchaser's own cost and expense, be responsible for the payment of the HST and all other taxes, value added taxes, sales taxes, use taxes or transfer taxes and any increases thereof which may be applicable (collectively the "Applicable Taxes") on all closing adjustments and amounts payable for extras, changes, upgrades, fees and charges.

If the Vendor believes, for whatever reason, that the Purchaser and/or any Related Person does not qualify for the Rebate, regardless of any documentation provided by or on behalf of the Purchaser or any Related Person (including any statutory declaration sworn by the Purchaser) to the contrary, and the Vendor's belief or position on this matter is communicated to the Purchaser or the Purchaser's solicitor on or before the Unit Transfer Date, then notwithstanding anything hereinbefore or hereinafter provided to the contrary, the Purchaser shall be obliged to pay to the Vendor (or to whomsoever the Vendor may in writing direct), by certified cheque delivered on Unit Transfer Date, an amount equivalent to the Rebate, in addition to the Purchase Price. In those circumstances where the Purchaser maintains that he or she or any Related Person is eligible for the Rebate despite the Vendor's belief to the contrary, the Purchaser or any Related Person shall (after payment of the amount equivalent to the Rebate as aforesaid) be fully entitled to file the rebate form directly with (and pursue the procurement of the Rebate directly from) the Canada Revenue Agency ("CRA").

The Purchaser acknowledges and agrees for any matter related to HST that is applicable to this transaction, including without limiting the generality of the foregoing the Rebate, the Vendor (or any party or parties comprising the Vendor, if applicable) or any other party as may be designated by the Vendor may be a party to such of the HST documentation as may be required by the Vendor under this Agreement.

In the event that the Vendor, as a pre-requisite to the procurement and provision of any utility service to the Condominium is required to pay or provide any public utility authority or service supplier with cash security or a letter of credit (hereinafter the "Utility Security Deposit"), then in such circumstances the Vendor shall be entitled to a proportionate reimbursement of the Utility Security Deposit from the Purchaser, by charging the Purchaser in the Statement of Adjustments with that portion of the Utility Security Deposit, which proportion is calculated by multiplying the Utility Security Deposit by the common interest percentage allocation referable to the Unit, as set forth in the declaration.

15. **MANAGEMENT OF THE PROPERTY**

A management company to be named by the Vendor shall manage the Condominium. The management company shall enter into a management agreement with the Condominium Corporation and the management fees, together with all proper common expenses incurred in connection with such management, shall be a common expense and will be included with the monthly common expense charge.

16. **CONDOMINIUM DOCUMENTS - DISCLOSURE STATEMENT**

The Purchaser acknowledges receipt of the Disclosure Statement which has been delivered by the Vendor to the Purchaser in accordance with the provisions of the Act and the regulations passed thereunder.

17. **MODIFICATION OF CONDOMINIUM DOCUMENTS**

The Vendor shall have the right from time to time prior to the Unit Transfer Date or any extension thereof to modify the proposed Condominium Documents, being comprised of the disclosure statement with the accompanying declaration, by-laws and rules, and/or to provide such additional material and information, to comply with the requirements of the Act, as may be amended from time to time, the Ministry of Consumer and Business Services or any other ministry, the Office of Land Titles, the Municipality, or other authorities, agencies or commissions having jurisdiction.

The Purchaser acknowledges and agrees that the registered Condominium Documents and final budget statement for the one year period immediately following registration of the Condominium may vary from the proposed Condominium Documents and budget statement given to the Purchaser. In the event there is a material change to any of the documents comprising the Condominium Documents, then the Purchaser's only remedy shall be rescission of this Agreement to be exercised by the Purchaser within ten (10) days of the Purchaser receiving notice of such material change, and the Purchaser may not claim specific performance and/or special damages against the Vendor as a result, notwithstanding any rule of law or equity to the contrary.

18. **AGREEMENT CONDITIONAL**

This Agreement and the transaction arising therefrom are conditional upon compliance with the provisions of the Planning Act of Ontario, and amendments thereto.

19. **AGREEMENT NOT TO BE REGISTERED**

The Purchaser acknowledges this Agreement confers a personal right only and not any interest in the Unit or property and that the registration against title of any notice or caution or other reference to this Agreement or his or her interest is likely to cause inconvenience and prejudice or irreparable harm to the Vendor and other unit purchasers, for example, by impeding financing and the registration of the Condominium. If any such registration occurs, the Vendor may terminate this Agreement forthwith and take full forfeiture of the Purchaser's deposits as liquidated damages and not as a penalty. Further, the Purchaser hereby irrevocably consents to a court order removing such registration and agrees to pay all Vendor's costs and expenses in obtaining such court order including, but not limited to, fees of its solicitors on a solicitor and client basis together with any Applicable Taxes thereon. Additionally, the Purchaser hereby irrevocably nominates, constitutes and appoints the Vendor or any of its authorized signing officers to be and act as his lawful attorney in the Purchaser's name, place and stead, without liability or claim, for the purpose of removing any such registration from title.

20. **PURCHASER SELLING OR ASSIGNING**

This Agreement is not assignable or transferable in any manner whatsoever by the Purchaser, and the Purchaser covenants not to offer, list or advertise for sale, lease or transfer the Unit, nor to sell, lease, assign or transfer his interest under this Agreement (or in the Unit)

until after acquisition of title to the Unit on the Unit Transfer Date. The Purchaser acknowledges and agrees that once a breach of the preceding covenant occurs, such breach is (or shall be) incapable of rectification, and accordingly the Purchaser acknowledges and agrees that in the event of such breach, the Vendor shall have the unilateral right and option of terminating this Agreement (and the Occupancy Agreement) effective upon delivery of notice of termination to the Purchaser or the Purchaser's solicitor, whereupon the provisions of this Agreement dealing with the consequence of termination by reason of the Purchaser's default, shall apply. At any time prior to the Unit Transfer Date, the Vendor shall be permitted to assign this Agreement to any party registered as a Vendor pursuant to the Warranty Act, and upon notification of assumption of this Agreement and such assignment to the Purchaser, the Vendor shall be automatically released from all obligations arising pursuant to this Agreement and the assignee shall continue from the date of such assignment as the Vendor as if it had been the original party to this Agreement.

21. **TENDER**

Any tender of documents or money may be made by the Vendor upon the Purchaser hereto or upon the respective solicitor, will be deemed to be good and valid if made in accordance with the provisions of paragraph herein headed Electronic Registration. The Vendor shall not be required to register any discharge of any outstanding mortgage, charge or other encumbrance not being assumed by the Purchaser on the Unit Transfer Date, in order to validate or perfect the Vendor's tender upon the Purchaser, and need only make arrangements to discharge same in accordance with the provisions of paragraph headed Acceptance of Title by Purchaser herein in the event that the Purchaser completes this transaction. The parties agree that payment of monies must be made or tendered in such form and by such method as may be directed in writing by the Vendor, in its sole, absolute and unfettered discretion. Unless otherwise directed, in accordance with the foregoing, payment shall be made by way of the Purchaser's solicitor's certified cheque drawn on a Canadian Chartered bank or trust company. The Purchaser further acknowledges and agrees that the key(s) to the Unit may be released to him directly from the sales office, the construction site, or from any other location designated by the Vendor, upon payment of all requisite monies and the delivery of all relevant documents to the Vendor, and the Vendor shall not be required to provide any key(s) as part of any tender made by it. Upon completion of this transaction, if the Purchaser fails to attend to pick up the keys by fifteen minutes after five (5:15) p.m. on that date, the Vendor may retain the keys and release same to the Purchaser on the next business day (in this Agreement the term "business day" or "business days" shall mean Monday to Friday, excluding statutory holidays in the Province of Ontario).

22. **DEFAULT**

The Purchaser shall be deemed to be in default under this Agreement if the Purchaser registers any instrument against title to the Unit other than the transfer to be delivered by the Vendor, or if any lien, execution or encumbrance arising from any action or default whatsoever of the Purchaser is charged against or affects the Unit.

If any (a) monetary default by the Purchaser occurs under this Agreement; or (b) any non-monetary default by the Purchaser occurs under this Agreement and such non-monetary default continues for FIVE (5) days after written notice thereof is given to the Purchaser or his solicitor, then the Vendor may retain all monies paid as liquidated damages without prejudice to any other rights of the Vendor and the Vendor may thereupon cancel this Agreement. If the Vendor is required to pay any lien, execution or encumbrance, the Purchaser shall reimburse the Vendor for all amounts and costs so paid. Any monies owing to the Vendor (a) pursuant to this Agreement and not paid to the Vendor in accordance with the terms hereof; or (b) as a result of any expenses incurred by the Vendor arising from a breach by the Purchaser of any of the Purchaser's obligations described in this Agreement, shall bear interest at the rate of twenty-four (24%) per annum, calculated daily, not in advance, from the date of default with respect to any monetary default and from the date of written demand with respect to the aforesaid expenses. The Purchaser shall pay the Vendor's solicitor's fees in the amount of \$500.00 (plus Applicable Taxes and disbursements) for each letter or other form of notice sent to the Purchaser or the Purchaser's solicitor relating to any default by the Purchaser.

In the event that the person(s) executing this Agreement as Purchaser have done so for a disclosed or undisclosed beneficiary or principal, such person(s) executing this Agreement shall nevertheless be liable to the Vendor for the Purchaser's obligations under this Agreement and shall not plead such agency, trust relationship or other relationship as a defence to such liability.

In the event that this Agreement is terminated and the Purchaser is entitled to the return of its deposits and interest thereon in accordance with the Act and this Agreement, the Purchaser acknowledges that the Vendor and any undisclosed beneficiary, agent or other person or corporation, shall not be liable for any damages or costs whatsoever incurred by the Purchaser resulting from the termination of this Agreement including, without limitation, relocation costs, moving costs, professional fees and disbursements, opportunity costs, loss of bargain or other damages or costs incurred by the Purchaser, whether direct or indirect and the Purchaser further acknowledges that this provision may be pleaded by the Vendor as a complete defence to any claim, action or proceeding which may be made or brought against the Vendor and/or its agents and/or affiliates.

If the payment of a deposit pursuant to this Agreement that has been permitted by the Vendor to be made by way of wire transfer or direct deposit is less than the corresponding amount described in this Agreement, then the Vendor shall have the option, in its sole, absolute and unfettered discretion, of accepting such lower amount as a deposit against the Purchase Price and such acceptance shall not constitute full acceptance of the deposit in lieu of the required amount or a waiver of the Vendor's rights and remedies under this Agreement or at law.

23. **EXTENSION AND TERMINATION**

- (a) The Purchaser acknowledges that the Occupancy Date as described in this Agreement may be extended in accordance with the Warranty Act and the Taron Addendum and Statement of Critical Dates.
- (b) Forthwith upon any termination of this Agreement the Purchaser shall execute and deliver to the Vendor the form of Mutual Release and Termination Agreement that may be required by the Vendor and/or Taron in the circumstances of such termination.
- (c) The Vendor shall have the option, in its sole and absolute discretion, to extend the Firm Occupancy Date or the Delayed Occupancy Date (as such terms are defined in the Taron Addendum and Statement of Critical Dates), as the case may be, for one business day to avoid the necessity of tender where the Purchaser is not ready to complete the transaction on either of such dates.

24. **AGREEMENT NOT TO MERGE WITH TRANSFER**

All of the covenants, warranties and obligations contained in this Agreement to be performed by the Purchaser shall survive the closing of this transaction and shall remain in full force and effect notwithstanding the transfer of title to the Unit to the Purchaser. It is provided that in the event of a breach of any covenant, warranty or obligation contained in this Agreement to be performed by the Purchaser, the Vendor shall be entitled, at its option, to declare this Agreement null and void and to retain all amounts paid by the Purchaser without prejudice to any other rights of the Vendor arising from that breach.

25. **WAIVER**

No provision of this Agreement may be waived by either party except in writing. The waiver of any of the provisions hereunder shall not affect the right of either party to enforce all other provisions not so waived.

The Purchaser acknowledges and agrees that in the event that the Vendor has entered this Agreement and/or has distributed the Disclosure Statement as a trustee or agent for an undisclosed or disclosed beneficiary or principal, whether or not so stated herein, that there shall be no liability on such undisclosed or disclosed beneficiary or principal and that the only recourse or remedy that the Purchaser shall have on default by the Vendor herein and/or in respect of the Disclosure Statement is against the Vendor and the property that is the subject of this Agreement, the Purchaser hereby waiving any rights of recovery or recourse against such beneficiary or principal whether in law or equity.

26. **SUBORDINATION OF AGREEMENT**

The Purchaser agrees that this Agreement shall be subordinate to and postponed to any mortgages arranged or to be arranged by the Vendor and any advances thereunder from time to time, and to any easement, service agreement and other similar agreements made by the Vendor concerning the property or lands and also to the registration of all Condominium Documents. The Purchaser agrees to do all acts necessary and execute and deliver all necessary documents as may be reasonably required by the Vendor from time to time to give effect to this undertaking and in this regard the Purchaser hereby irrevocably nominates, constitutes and appoints the Vendor or any of its authorized signing officers to be and act as his lawful attorney in the Purchaser's name, place and stead for the purpose of signing all documents and doing all things necessary to implement this provision.

27. **ACCEPTANCE**

This Offer by the Purchaser when accepted by the Vendor shall constitute a binding agreement of purchase and sale, without requiring notice of such acceptance to be delivered to the Purchaser prior to such time. Without limiting the generality of the foregoing, acceptance of this offer (or any counter offer with respect thereto) may be made by way of telefax transmission, pdf electronic mail or similar electronic transmission, reproducing the original, provided all of the necessary signatures and initials of both parties hereto are duly reflected on (or represented by) the telefaxed, emailed or electronic copy of the Agreement are so transmitted, and such offer and/or acceptance shall be deemed to have been effected or made when the Agreement is telefaxed, emailed or sent electronically to the intended party, and the parties irrevocably acknowledge and agree that such telefaxed, emailed or electronic transmission of the Agreement shall be binding upon the parties to the same extent as if originally signed.

28. **TIME OF ESSENCE**

Time shall in all respects be strictly of the essence of this Agreement and no extension of time for any payment by the Purchaser or rectification of any breach of any agreement, stipulations, condition or restriction shall operate as a waiver of this provision with respect to any other payment or rectification of any other breach, except as specifically agreed upon in writing by the Vendor or the Purchaser, as the case may be.

29. **PREPARATION AND COST OF REGISTERING DOCUMENTS**

The Transfer is to be prepared by the Vendor on the Vendor's standard form. If required by the Vendor, the deed may contain covenants on the part of the Purchaser to comply with the stipulations set out herein and the covenants, conditions, provisions and restrictions set out in the declaration and by-laws and rules and is to be executed by the Purchaser. Any discharges of underlying mortgages (collectively, the "Discharges") shall be prepared by the Vendor on the Vendor's standard form; the Discharges to be at the expense of the Purchaser, being a fee of \$150.00 plus Applicable Taxes in total, irrespective of the number of Discharges required. The Purchaser shall pay the cost for registration and any exigible taxes on the registration of the Transfer and Discharges. The Purchaser agrees to provide a statutory declaration on or before closing confirming that there are no judgments outstanding against him and the Purchaser agrees to provide reasonable evidence confirming same, including a creditor's letter if necessary, if requested by the Vendor, if there is any judgment filed against a person with the same or similar name. That statutory declaration shall also include the birth date and social insurance number of the Purchaser. In the event that the electronic document registration system is operative in the relevant Land Registry Office in which the Unit is situate, at the Vendor's discretion the Purchaser shall enter into the Vendor's form of escrow closing agreement which shall include provisions relating to the delivery of funds and keys and the exchange, delivery and registration of documentation.

30. **SEVERABILITY**

If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal or invalid, or beyond the powers or capacity of the parties hereto, then provided such provision is not, in the Vendor's sole opinion, essential or fundamental to the completion of this transaction, such provision shall be deemed and construed to be severed and deleted from this Agreement, and the remainder of this Agreement shall continue in full force and effect.

31. **NOTICE**

- (a) Save and except for any notices to be provided pursuant to the Taron Statement of Critical Dates And Addendum To Agreement of Purchase And Sale, any notice desired or required to be given to the Purchaser shall be in writing, and either delivered personally or by prepaid mail, addressed to the Purchaser's solicitor or to the Purchaser at the address as provided in the Taron Statement of Critical Dates And Addendum To Agreement of Purchase And Sale, or telefaxed to the Purchaser's solicitor or the Purchaser's telefax number as provided in the Taron Statement of Critical Dates And Addendum To Agreement of Purchase And Sale, or electronically mailed to either the Purchaser at the address contained in the Taron Statement of Critical Dates And Addendum To Agreement of Purchase And Sale or to the Purchaser's solicitor, with all such address and contact information set out in the Taron Statement of Critical Dates And Addendum To Agreement of Purchase And Sale being subject to other or updated information that may be provided to the Vendor from time to time or otherwise in accordance with this Agreement. If such notice is mailed, it shall be deemed to have been received by the Purchaser on the day (excluding Saturdays, Sundays and statutory holidays) following the date of its mailing, and if such notice is personally delivered, same shall be deemed to have been received on the date of such personal delivery, and if telefaxed, same shall be deemed to have been received on the day (excluding Saturdays, Sundays and statutory holidays) following the transmission of the telefax, and if electronically mailed, same shall be deemed to have been received on the day (excluding Saturdays, Sundays and statutory holidays) following the date of its electronic mailing.
- (b) Save and except for any notices to be provided pursuant to the Taron Statement of Critical Dates And Addendum To Agreement of Purchase And Sale, any notice desired or required to be given to the Vendor shall be in writing, and either delivered personally or by prepaid mail, addressed to the Vendor's solicitor at the address noted herein and to the Vendor, or telefaxed to the Vendor's solicitor. If such notice is mailed, it shall be deemed to have been received by the Vendor on the third (3rd) day (excluding Saturdays, Sundays and statutory holidays) following the date of its mailing, and if such notice is personally delivered, same shall be deemed to have been received on the date of such personal delivery, and if telefaxed, same shall be deemed to have been received on the day (excluding Saturdays, Sundays and statutory holidays) following the transmission of the telefax.
- (c) The Purchaser acknowledges and agrees that upon entering into this Agreement, he/she shall provide in the Taron Statement of Critical Dates And Addendum To Agreement of Purchase And Sale the Purchaser's electronic mail address, and forthwith upon request by the Vendor the Purchaser's solicitor's electronic mail address.
- (d) The Purchaser shall advise the Vendor of any changes in any of its mailing address, telephone number or electronic mail address or of its solicitors forthwith upon such change, failing which the Purchaser shall be charged a fee of \$250.00 plus Applicable Taxes on the Statement of Adjustments.
- (e) The Purchaser covenants to forthwith and without delay retrieve, collect, receive and read all notices sent to the Purchaser by the Vendor or the Vendor's solicitor.

Provided that during periods of postal interruption or impending postal interruption, notice may not be sent by mail and must be sent by personal delivery, telefax or electronic mail in accordance with sub-paragraphs (a) and (b) above.

Purchasers are hereby notified that information of an important nature may be communicated by the Vendor to the Purchaser by electronic mail. In order to facilitate such communication by electronic mail, the Purchaser shall ensure that the Purchaser's computer settings permit receipt of electronic mail from the Vendor and its representatives.

32. **NOTICES**

- (a) The Purchaser agrees that the relevant governing authorities may require the Vendor to provide the Purchaser with certain notices including, without limitation, notices regarding land usage, landscaping, noise and vibration warning resulting from existing or proposed highways and public transportation systems or corridors, garbage and school pick-up (the "Notices"). If the relevant governing authorities require the Purchaser to receive a copy of the Notices, then a copy of the Notices as revised as necessary, shall be mailed to the Purchaser's address as shown on this Agreement or to the Purchaser's solicitor and such mailing shall be deemed to constitute appropriate notification. The Purchaser agrees to be bound by the contents of any such notice and covenants to execute forthwith upon request, an acknowledgment containing such notice if and when requested to do so by the Vendor. Without limiting the generality of the foregoing, to the extent that any notices are provided to the Purchaser by the Vendor after this Agreement has been made, such notices shall be deemed to have been included in this Agreement at the time that this Agreement has been made.

- (b) The Purchaser acknowledges and agrees that the construction timetable for structures adjacent to and/or in the vicinity of the Condominium is completely at the discretion of the parties constructing same and the Vendor does not warrant that any parts of such structures will ever be constructed. The Purchaser acknowledges receipt of notice from the Vendor that the Vendor or a company (or other entity) related, associated or affiliated with the Vendor, or any entity or person with the consent of the Vendor, may apply for re-zonings, severances, part lot control exempting by-laws, minor variances, site plan approvals, development approvals or official plan amendments or any similar applications with respect to the Condominium and/or the lands adjacent to or near the Condominium, the Purchaser and the Purchaser's successors and assigns, shall consent to any such application and agrees that this paragraph may be pleaded as a bar to any objection by the Purchaser to such re-zonings, severances, part lot control exempting by-laws, minor variances, site plan approvals, development approvals or official plan amendments or any similar applications. The Purchaser further acknowledges that the Vendor or a company (or other entity) related, associated or affiliated with the Vendor, or any entity or person with the consent of the Vendor, may make any such application without any further notice to the Purchaser or the Purchaser's successors and assigns. The Vendor shall have the right to remove any objection(s) made by the Purchaser, the Purchaser's successors and assigns, with respect to any such application and the Purchaser shall reimburse the Vendor for all legal fees, expenses and costs that it incurs as a result of such objection(s).
- (c) The Purchaser acknowledges receipt of the Notice Clauses (if applicable) as set out on separate schedule annexed hereto.
- (d) The Vendor hereby advises the Purchaser that noise transmission between suites due to floor furnishings, sound systems and other matters and the use of the garbage and recycling disposal chutes and elevators (if applicable) may cause annoyance to the owners and tenants, as the case may be. The Purchaser acknowledges that he is aware that the noise transmission may cause annoyance to occupants and hereby waives and releases any claims that the Purchaser may have against the Vendor for such annoyance or nuisance or otherwise.
- (e) The Purchaser hereby unconditionally acknowledges that he/she is aware of the above matters and warning clauses and the notices set out in this Agreement and confirms that he/she does not object, in any manner whatsoever, to any of these matters and warning clauses nor to any of the notices set out in this Agreement nor will he/she be entitled to raise any objections with respect to the above matters and warning clauses or notices set out in this Agreement at a future date.
- (f) The Purchaser acknowledges and agrees that the notices and warning clauses set out in this Agreement and any additional notices and warning clauses as referred to in subparagraph (b) above may be registered on title to the Unit and may be included in the Declaration when registered, at the sole and absolute discretion of the Vendor.

33. **GENDER AND NUMBER**

This Offer and its acceptance are to be read with all changes of gender and number as may be required by the context.

34. **SUCCESSORS AND ASSIGNS**

Except as expressly herein provided, the parties hereto further agree that the covenants, agreements, provisos and conditions in this Agreement contained shall extend to and be binding upon and enure to the benefit of the parties hereto, and their respective heirs, executors, administrators, successors and permitted assigns.

35. **POWER OF ATTORNEY**

- (a) In accordance with the provisions of the Powers of Attorney Act R.S.O. 1990, as amended, the Purchaser hereby confirms and agrees that each and every power of attorney granted to the Vendor or its signing officers in accordance with the terms of this Agreement may be exercised by the donee(s) during any subsequent legal incapacity of the Purchaser.
- (b) If any documents, instruments, etc. required to be executed and delivered by the Purchaser to the Vendor are, in fact, executed by a third party appointed as the attorney for the Purchaser, then the power of attorney appointing such person shall be registered in the Land Titles Office for the Condominium, and a duplicate registered copy thereof (together with a statutory declaration sworn by the attorney or the Purchaser's solicitor confirming that said power of attorney has not been revoked) shall be delivered to the Vendor along with such documents.
- (c) Where a third party has been appointed as the attorney for the Purchaser for the purposes of executing any documents contemplated by this Agreement, then any notices required or desired to be delivered to the Purchaser in accordance with this Agreement may be given to the said attorney, in lieu of the Purchaser or the Purchaser's solicitor (and shall be deemed to have been received by the Purchaser when so delivered to his or her attorney).
- (d) Where the Purchaser is required to execute and deliver any document herein to the Vendor and fails to do so, the Purchaser hereby irrevocably nominates, constitutes and appoints the Vendor to be and act as his lawful attorney, in the Purchaser's name, place and stead, in order to execute any such documents in accordance with the provisions of the Powers of Attorney Act (Ontario) as amended from time to time.

36. **ELECTRONIC DOCUMENTS AND TRANSFER OF FUNDS**

- (a) Pursuant to subsection 3(1) of the Electronic Commerce Act of Ontario, as amended (or any successor or similar legislation) (the "EC Act"): (i) the Purchaser acknowledges and agrees to use and accept any information and/or document to be provided by the Vendor and/or its solicitors in respect of this transaction in an electronic form if, when and in the form provided by the Vendor and/or its solicitors including, without limitation, accepting and providing electronic signatures, delivery by electronic mail and/or by the Vendor making information or documentation available to the Purchaser or its solicitor for access or download from a website; and (ii) the Purchaser acknowledges and agrees to provide to the Vendor and/or its solicitors any information and/or document required in respect of this transaction in an electronic form or in originally executed paper form as, when and in the form required by the Vendor and/or its solicitors, in their sole and unfettered discretion. The terms "electronic", "electronically" and "electronic signature" utilized in this Agreement shall have the meanings ascribed to them in the EC Act. In the event that the Purchaser and/or its solicitor is not willing or able to use, provide and/or accept information and documentation in electronic form in accordance with the foregoing, the Vendor in its sole and unfettered discretion may provide or accept documentation or information other than in electronic form, in which event the Purchaser agrees to pay all of the Vendor's solicitor legal fees and disbursements for same forthwith.

- (b) The Purchaser acknowledges and agrees that the Vendor shall determine, in its sole and unfettered discretion, the method by which the Purchaser is to make payment of any funds payable by the Purchaser in respect of this transaction. Such method may include, at the option of the Vendor, delivery of funds by the Purchaser electronically through an electronic funds transfer system (the "EFTS") designated by the Vendor or the Vendor's Solicitors, including, without limitation, the Closure Service provided by Teranet Inc. In such case:
- (i) the Purchaser's solicitor shall be registered with the provider of the EFTS, and, at the request of the Vendor's solicitors, shall provide evidence of such registration to the Vendor's solicitors at least 10 days prior to closing;
 - (ii) the Purchaser and/or the Purchaser's solicitor shall execute such documents as the Vendor or the Vendor's solicitors may require in connection with the EFTS; and
 - (iii) the Purchaser shall pay as an adjustment on closing to the Vendor or its solicitors all fees and charges imposed by the provider of the EFTS together with any wire transfer fees and charges imposed upon the Vendor or its solicitors by their banks in connection with the transfer of funds.

37. **ELECTRONIC REGISTRATION**

If the electronic registration system (hereinafter referred to as the "Electronic System" or "ERS") is operative in the applicable Land Registry Office in which the Unit is registered, the following provisions shall prevail, namely:

- (a) the Purchaser shall be obliged to retain a lawyer in good standing with the Law Society of Upper Canada to represent the Purchaser in connection with the completion of the transaction, and shall authorize such lawyer to enter into an escrow closing agreement with the Vendor's solicitor on the latter's standard form (hereinafter referred to as the "Escrow Document Registration Agreement"), establishing the procedures and timing for completing this transaction. The Purchaser shall reimburse the Vendor as an adjustment on closing for any additional legal costs that the Vendor may incur to complete this transaction under ERS of \$250.00, plus Applicable Taxes.
- (b) the delivery and exchange of documents and monies for the Unit and the release thereof to the Vendor and the Purchaser, as the case may be:
 - (i) shall not occur contemporaneously with the registration of the transfer/deed (and other registrable documentation); and
 - (ii) shall be governed by the Escrow Document Registration Agreement, pursuant to which the solicitor receiving the documents and/or certified funds will be required to hold same in escrow, and will not be entitled to release same except in strict accordance with the provisions of the Escrow Document Registration Agreement;
- (c) if the Purchaser's lawyer is unwilling or unable to complete this transaction via ERS, in accordance with the provisions contemplated under the Escrow Document Registration Agreement, then said lawyer (or the authorized agent thereof) shall be obliged to personally attend at the office of the Vendor's solicitor at the time on the scheduled Closing Date as may be directed by the Vendor's solicitor or as mutually agreed upon, in order to complete this transaction via ERS utilizing the computer facilities in the Vendor's solicitor's office;
- (d) the Purchaser expressly acknowledges and agrees that he or she will not be entitled to receive the transfer to the unit for registration until the balance of funds due on closing, in accordance with the statement of adjustments, are either remitted by certified cheque via personal delivery or if agreed to by the Vendor's solicitor, by electronic funds transfer to the Vendor's solicitor (or in such other manner as the latter may direct) prior to the release of the transfer for registration;
- (e) each of the parties hereto agrees that the delivery of any documents not intended for registration on title to the unit shall be delivered to the other party hereto on or before the Unit Transfer Date; and
- (f) notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed by the parties hereto that an effective tender shall be deemed to have been validly made by the Vendor upon the Purchaser when the Vendor's solicitor has:
 - (i) delivered all closing documents and/or funds to the Purchaser's solicitor in accordance with the provisions of the Escrow Document Registration Agreement;
 - (ii) advised the Purchaser's solicitor, in writing, that the Vendor is ready, willing and able to complete the transaction in accordance with the terms and provisions of this Agreement; and
 - (iii) has completed all steps required by ERS in order to complete this transaction that can be performed or undertaken by the Vendor's solicitor without the cooperation or participation of the Purchaser's solicitor, and
 - (iv) without the necessity of personally attending upon the Purchaser or the Purchaser's solicitor with the aforementioned documents and/or funds, and without any requirement to have an independent witness evidencing the foregoing.

38. **HEADINGS**

The headings to the clauses of this Agreement form no part of the agreement but shall be deemed to be inserted for convenience of reference only.

39. **MEANING OF WORDS**

The meaning of the words, terms and phrases used in this Agreement, and particularly those terms not defined herein, shall be as defined in the Act as amended, unless specifically otherwise defined or amended herein. In the event there is a conflict between any term(s) in this Agreement, the Vendor shall determine which of the conflicting term(s) prevail(s). In the event that there is a conflict between any provision of this Agreement and the Act, and the Act provides that the provision in the Act prevails, then the provision of the Act shall prevail.

40. **APPLICABLE LAW AND JOINT AND SEVERAL LIABILITY**

This Agreement of Purchase and Sale shall be governed by the laws of the Province of Ontario. If more than one individual, partnership and/or company comprises the Purchaser, then all of the covenants, obligations and agreements of the Purchaser herein shall be deemed and construed to be the joint and several covenants, obligations and agreements of all the individuals, partnerships and companies comprising the Purchaser.

41. **DEPOSIT RECEIPT**

The Purchaser hereby irrevocably nominates, constitutes and appoints the Vendor to be and act as his lawful attorney, without liability or claim, in the Purchaser's name, place and stead, in order to execute the deposit receipt issued pursuant to the Warranty Act and the regulations thereunder, as may be amended from time to time, and any excess Condominium Deposit Insurance (and related documents) issued by any insurer providing prescribed security for the Purchaser's deposit monies pursuant to the Act and in accordance with the provisions of the Powers of Attorney Act (Ontario) as amended from time to time. The Purchaser hereby confirms and agrees that the power of attorney granted herein may be exercised by the Vendor during any subsequent legal incapacity of the Purchaser.

As soon as prescribed security for any deposit held by Loopstra Nixon LLP (the "Firm") has been provided as required under the Act, the Firm shall thereupon be entitled and is hereby irrevocably authorized and directed to release and disburse such deposit in the Vendor's discretion. The Firm may rely on this provision for the release of the deposit in whole or in part notwithstanding that the Firm is not a party to this Agreement.

Notwithstanding anything herein, if as of the day of execution of this Agreement of Purchase and Sale, the Condominium has already been registered under the Act, the deposits paid to the Firm hereunder are not required to be held by the Firm and the deposits may be directed and/or released to the Vendor at the Vendor's sole, absolute and unfettered discretion and without notice to the Purchaser. The Purchaser shall reimburse the Vendor as an adjustment on closing a deposit administration fee of \$250.00 plus Applicable Taxes charged by the Vendor's Solicitor to the Vendor with respect to the provision of any required evidence of compliance or other forms or receipts in respect of the Purchaser's deposits as required by the Act.

42. **FINANCIAL INFORMATION**

The Purchaser hereby consents to the Vendor obtaining a consumer report containing credit and/or personal information for the purposes of this transaction. In addition, the Purchaser shall deliver to the Vendor, within ten (10) days of written demand from the Vendor or any agent thereof, all necessary financial and personal information required by the Vendor in order to evidence the Purchaser's ability to pay the balance of the Purchase Price on the Unit Transfer Date, including without limitation, written confirmation of the Purchaser's income and evidence of the source of the payments required to be made by the Purchaser in accordance with this Agreement. Any failure by the Purchaser to comply with the provisions of this paragraph shall constitute a default by the Purchaser, pursuant to which the Vendor shall have the right to terminate this Agreement and take forfeiture of the Purchaser's deposit in accordance with the provisions of this Agreement. In this regard, the Purchaser acknowledges and agrees that (a) the aforesaid information has been provided with the Purchaser's knowledge and consent that such information may be used by the Vendor, its consultants and its lending institution(s) for the purpose of arranging financing to complete the transaction contemplated by this Agreement and; (b) such information may remain on file by the Vendor for future reference.

43. **PERSONAL INFORMATION**

The Purchaser(s) consents to the Vendor collecting and possessing the Purchaser's name and "personal information" (as such term is defined in the Personal Information Protection and Electronic Documents Act 2000, c.5) obtained by the Vendor pursuant to and in connection with this Agreement. The Purchaser acknowledges and agrees that the aforesaid information has been provided to the Vendor with the Purchaser's knowledge and consent. In addition, the Purchaser(s) consents to the Vendor using, releasing, disclosing and/or retaining on file the Purchaser's name and personal information to: (a) a company or organization affiliated, associated or related to the Vendor, in order to provide the Purchaser with information relating to this project and other projects of such entities; (b) any provider of utilities, services and/or commodities to the Unit (including, without limitation, gas, electricity, water, telephone, internet and other communication services, cable, heating, cooling, satellite t.v., appliances and/or property tax assessments) for the purpose of marketing, promoting and providing such utilities, services and/or commodities to the Unit; (c) the Vendor's consultants and lending institution(s) for the purpose of arranging financing to complete the transaction contemplated by this Agreement; and (d) the Vendor's sales agents and representatives for the purpose of using same for promotional and marketing purposes.

44. **RENTAL EQUIPMENT**

The Vendor intends that the Unit will not contain any rental equipment, however the Vendor reserves the right to make the hot water tank and/or the heat pump and related equipment for the Unit (the "Equipment") rental equipment which is not included in the Purchase Price and shall remain chattel property. The Purchaser acknowledges that (i) the Vendor will advise prior to the Unit Transfer Date which

Equipment may be non-owned rental equipment; (ii) the terms governing the lease/rental for the Equipment will be provided by the Vendor prior to closing and the Purchaser may be required to execute a lease/rental document containing the terms prior to closing; and (iii) the terms of the lease/rental may contain a buy-out option allowing the Purchaser to purchase the Equipment if desired. If any provider of the Equipment no longer rents the Equipment and if arrangements are not made with another supplier for the installation of the Equipment on a rental basis, then notwithstanding anything to the contrary in this Agreement, the Purchaser shall pay, as an adjustment on closing, the cost of the Equipment, such cost to be determined by statutory declaration sworn on the part of the Vendor.

45. **MODEL HOME UNITS**

Notwithstanding anything herein written, if at the time that this Agreement is executed, the Unit has already been substantially completed, the Purchaser shall purchase the Unit in an "as built" condition rather than in accordance with any other representations.

46. **ENTIRE AGREEMENT**

There is no oral and/or written representation, warranty, collateral Agreement or condition affecting this Agreement or the Unit, or supported hereby, except as set forth herein in writing. The Purchaser acknowledges that the new home industry is multi-faceted and complex and that while sales personnel or agents are knowledgeable about most issues regarding the purchase and construction of a

new home, they cannot be expected to know all aspects in detail. Accordingly, the Purchaser acknowledges that no representations have been made to the Purchaser by the sales personnel or agents, upon which the Purchaser has relied upon, and which were material or instrumental to the Purchaser's decision to purchase this Property, except as are set forth herein in writing. There is no representation, warranty, collateral agreement or condition affecting this Agreement or the Property, or supported hereby, except as set forth herein in writing. The Purchaser is encouraged to have this Agreement reviewed by the Purchaser's solicitor prior to signing same.

47. **COUNTERPARTS**

This Agreement may be executed and delivered in counterparts, each of which shall be an original and all counterparts together shall constitute a single document. The fact of execution and delivery of this Agreement may be communicated to the other parties by facsimile or email (with a pdf attachment) or other form or electronic transmission of the signature page of this Agreement and shall constitute a valid and binding agreement of the parties.

48. **ONE PURCHASER BINDS ALL PURCHASERS**

In the event that more than one party comprises the Purchaser herein, the obligations of such parties under this Agreement shall be joint and several, and in the event that any one of the parties comprising the Purchaser executes any agreement, amendments, extension agreement, notice, colour or materials or upgrades/extras selections charts or order forms or any other agreement, notice, acknowledgment or matter in respect of this Agreement or the Unit, all of the parties comprising the Purchaser shall be bound by the document executed by the one party on behalf of the others and each such party hereby grants a Power of Attorney to the other or others for any such purpose. The Vendor may, but shall not be required, to obtain the signatures or execution of all parties comprising the Purchaser to any other documents as aforesaid.

49. **RIGHT OF SURVIVORSHIP**

Notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed that if the Purchaser comprises more than one individual, then all individuals comprising the Purchaser shall be deemed and construed to have acquired the Unit purchased hereunder on joint account with right of survivorship, and accordingly, should any of the individuals comprising the Purchaser is deceased before completion of the transaction contemplated by this Agreement, then the Vendor is hereby irrevocably authorized and directed to engross the transfer/deed in the name of the surviving individual(s) comprising the Purchaser, without requiring probate of the deceased individual's last will and testament (and regardless of the provisions of any last will and testament of the deceased individual comprising the Purchaser and/or any rules applicable on his or her intestacy), provided however that the surviving individual(s) comprising the Purchaser shall nevertheless be obliged to deliver to the Vendor's solicitor a notarial copy of the death certificate, or the funeral director's certificate, or other satisfactory proof of death of the deceased individual comprising the Purchaser, and shall also be obliged to execute and deliver, on or before the Unit Transfer Date, the Vendor's standard form of indemnity pursuant to which the surviving individual(s) comprising the Purchaser shall jointly and severally indemnify and save the Vendor and its solicitors harmless from and against all costs, claims, damages and/or liabilities which either or both of them may suffer or incur as a result of transferring title to the Unit to the surviving individual(s) exclusively (including any claims from any children, relatives or other heirs of the deceased individual comprising the Purchaser, or from any beneficiaries of the estate of the deceased individual comprising the Purchaser).

SCHEDULE "G"
GENERAL PROVISIONS

In addition to the Standard Features listed in Schedule A, the Purchaser(s) of Suite **318** shall receive a Bonus Incentive as outlined below

- 1. Assignment Agreement
- 2. Capping of Levies
- 3. 1 Parking Unit

The above noted upgraded feature(s) to be included during the construction of the above noted suite for the above-named purchaser subject to the following terms and conditions:

- 1. The Vendor will undertake to install the above extras but will not be liable to the purchaser if for any reason the work covered by the extra is not carried out. In that event, the price of the extra shall be refunded to the purchaser without any interest.
- 2. It is understood and agreed that if the transaction of Purchase and Sale is not completed for any reason whatsoever, the total cost of this extra is not refundable.

DS



Purchaser's Initials: _____

DS



AMENDMENT TO THE AGREEMENT OF PURCHASE AND SALE
(the “Amending Agreement”)

BETWEEN: QUEENSWELL LTD. (the “Vendor”) and

MARKO STEVEN PEJIC and GREGORY PHILIP PEJIC (the “Purchaser”)

WHEREAS:

- A. The Purchaser and the Vendor have entered into a purchase agreement, dated September 21, 2021, (the “Purchase Agreement”) in respect of the purchase, by the Purchaser from the Vendor, of UNIT 18, LEVEL 3, Suite 318, in a proposed standard condominium plan, Toronto, Ontario, (together with 1 Parking Unit(s) and 0 Storage Unit(s)), all as more particularly described in the Purchase Agreement;
- B. The Purchaser and the Vendor wish to amend certain provisions of the Purchase Agreement; and
- C. Any capitalized terms used but not defined herein shall have the meaning attributed thereto in the Purchase Agreement.

NOW THEREFORE, in consideration of the sum of Two Dollars (\$2.00) paid by each party to the other, the mutual covenants and agreements contained herein, and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party to the other, the parties hereby agree with the other as follows:

1. It is hereby understood and agreed between the Vendor and the Purchaser that the following change(s) shall be made to the Purchase Agreement, and except for such change(s) noted below in this Section 1, all other terms and conditions of the Purchase Agreement shall remain as stated therein, and time shall continue to be of the essence.

INSERT

The Vendor hereby consents to the leasing of the Unit by the Purchaser prior to the Title Transfer Date, subject to the following terms and conditions:

- 1. This Amending Agreement shall permit the Purchaser to lease the Unit on the basis of a month-to-month tenancy until the Title Transfer Date. For further clarification, the Purchaser shall be entitled to lease the Unit for longer periods of time, subject to the Declaration and Rules of the Condominium, after the Title Transfer Date.
- 2. The Purchaser undertakes to provide to the Vendor the following within five (5) days of entering into a lease in respect of the Unit: 1.) a copy of the proposed lease to be entered into with the proposed tenant for approval by the Vendor; 2.) details of the Tenant as set forth in Appendix “A” hereto, and 3.) the Tenant’s Undertaking and Acknowledgment in the form attached hereto as Appendix “B”.
- 3. The Purchaser further covenants and agrees to provide the Tenant with a copy of the proposed Declaration, proposed By-laws and proposed Rules of the Condominium.
- 4. The Purchaser acknowledges and agrees that he shall not be relieved by any leasing of the Unit from any of its obligations with respect to the Unit, including without limitation the payment of the Occupancy Fees and the terms of the Occupancy Agreement, as set forth in the Purchase Agreement.
- 5. The Purchaser and the Vendor acknowledge and agree that the Purchaser may not currently intend to lease the Unit and that notwithstanding any leasing of the Unit, the Purchaser may be eligible for the Rebate, provided that a final determination on such matter shall be made by the Vendor, in its sole and absolute discretion, in accordance with the terms of the Purchase Agreement. The Purchaser acknowledges having the opportunity to review the Purchase Agreement and understands that if the Vendor believes, for whatever reason, that the Purchaser does not qualify for the Rebate, regardless of any documentation provided by or on behalf of the Purchaser to the contrary, the Purchaser shall be obliged to pay to the Vendor (or to whomsoever the Vendor may in writing direct) an amount equivalent to the Rebate in addition to the Purchase Price on the Title Transfer Date.
- 6. The Purchaser acknowledges and agrees that in the event the Purchaser is in default under the Purchase Agreement or the Occupancy Agreement, or if the Purchase Agreement has been terminated, the Purchaser shall indemnify the Vendor for any costs incurred in connection with its repossession of the Unit and/or in restoring or repairing the Unit and/or any losses the Vendor may suffer as a result of the Unit not being eligible for the HST Rebate.

DS



Purchaser's Initials: _____

DS



7.

The Purchaser acknowledges and agrees that upon a breach of any of the foregoing, such breach is (or shall be) incapable of rectification, and accordingly the Purchaser acknowledges and agrees that in the event of such breach the Vendor shall have the unilateral right and option of terminating the Purchase Agreement (and/or any Occupancy Agreement) effective upon delivery of notice of termination to the Purchaser or the Purchaser's solicitor, whereupon the provisions of the Purchase Agreement dealing with the consequences of termination by reason of the Purchaser's default, shall apply.
8.

Prior to the Occupancy Date, the Purchaser specifically agrees to refrain from listing the Unit for lease under any Multiple Listing Service (MLS) or other third-party listing service or advertising the Unit for sale on the internet or in any manner not approved in advance in writing by the Vendor. The Purchaser acknowledges and agrees that once a breach of the preceding covenant occurs, such breach is or shall be incapable of rectification. Accordingly, the Purchaser acknowledges and agrees that in the event of such breach the Vendor shall have the unilateral right and option of terminating the Purchase Agreement and the Occupancy License, effective upon delivery of notice of termination to the Purchaser or the Purchaser's solicitor, whereupon the provisions of the Purchase Agreement dealing with the consequence of termination by reason of the Purchaser's default shall apply. After the Occupancy Date, purchasers are permitted to list the Unit for lease under a Multiple Listing Service (MLS), subject to the Declaration and Rules of the Condominium.

2.

This Amending Agreement may be executed in one or more counterparts, each of which when so executed shall constitute an original, and all of which shall together constitute one and the same Amending Agreement.
3.

Each Party to this Amending Agreement may execute a facsimile copy, computer scanned copy or electronically signed copy hereof and each party to this Amending Agreement shall accept a facsimile, computer scanned or electronically signed copy hereof as an originally executed copy hereof.
4.

This Amending Agreement is or may be electronically signed pursuant to the Electronic Commerce Act (Ontario), as amended.

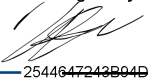
IN WITNESS whereof the parties hereto have affixed their hands and seals as of the date first -noted above.

SIGNED SEALED AND DELIVERED
in the presence of

Witness

Witness

DocuSigned by:



2544647243B04DE...

Purchaser - MARKO STEVEN PEJIC

DocuSigned by:



5554F083073C4E8...

Purchaser - GREGORY PHILIP PEJIC

QUEENSWELL LTD.

DocuSigned by:



1G4654E4857D440...

O/S Authorized Signing Officer

I have the authority to bind the corporation



Purchaser's Initials: _____



AMENDMENT TO THE AGREEMENT OF PURCHASE AND SALE
(the “Amending Agreement”)

BETWEEN: QUEENSWELL LTD. (the “Vendor”) and

MARKO STEVEN PEJIC and GREGORY PHILIP PEJIC (the “Purchaser”)

WHEREAS:

- A. The Purchaser and the Vendor have entered into a purchase agreement, dated September 21, 2021, (the “Purchase Agreement”) in respect of the purchase, by the Purchaser from the Vendor, of UNIT 18, LEVEL 3, Suite 318, in a proposed standard condominium plan, Toronto, Ontario, (together with 1 Parking Unit(s) and 0 Storage Unit(s)), all as more particularly described in the Purchase Agreement;
- B. The Purchaser and the Vendor wish to amend certain provisions of the Purchase Agreement ; and
- C. Any capitalized terms used but not defined herein shall have the meaning attributed thereto in the Purchase Agreement.

NOW THEREFORE, in consideration of the sum of Two Dollars (\$2.00) paid by each party to the other, the mutual covenants and agreements contained herein, and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party to the other, the parties hereby agree with the other as follows:

1. It is hereby understood and agreed between the Vendor and the Purchaser that the following change(s) shall be made to the Purchase Agreement, and except for such change(s) noted below in this Section 1, all other terms and conditions of the Purchase Agreement shall remain as stated therein , and time shall continue to be of the essence.

INSERT

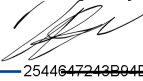
Notwithstanding the terms of Section 20 of Schedule “E” of the Purchase Agreement, the Vendor may, in its sole and unfettered discretion, consent to an assignment of this Agreement by the Purchaser. In the event, the Vendor consents to any such assignment, in accordance with the foregoing, **there shall be no fee payable to the Vendor by the Purchaser** on such assignment, provided however that the Purchaser shall be responsible for all administration/legal fees incurred by the Vendor in connection with same.

- a) Vendor must provide written consent to such assignment and understands that consent will not be unreasonably withheld, notwithstanding the provisions of Section 20 of Schedule “E” of the Purchase Agreement, to which this Schedule is attached, and after the sale of 90% of the units in Kazmir building, the Vendor’s administration/legal fee for a consent to assignment shall be \$1,000.00, plus HST.
 - b) the payment of administration/legal fees to the Vendor, amounting to One Thousand (\$1,000.00) Dollars plus HST shall be made payable by certified cheque to the Vendor’s Solicitors.
 - c) the execution of an assignment and assumption agreement among the Purchaser, the Vendor and transferee/assignee in a form acceptable to the Vendor.
2. This Amending Agreement may be executed in one or more counterparts, each of which when so executed shall constitute an original, and all of which shall together constitute one and the same Amending Agreement.
3. Each Party to this Amending Agreement may execute a facsimile copy, computer scanned copy or electronically signed copy hereof and each party to this Amending Agreement shall accept a facsimile, computer scanned or electronically signed copy hereof as an originally executed copy hereof.
4. This Amending Agreement is or may be electronically signed pursuant to the Electronic Commerce Act (Ontario), as amended.

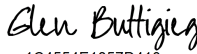
IN WITNESS whereof the parties hereto have affixed their hands and seals as of the date first-noted above.

Witness

Witness

DocuSigned by:

2544647243B04DE...
Purchaser - MARKO STEVEN PEJIC
DocuSigned by:

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Purchaser - GREGORY PHILIP PEJIC

QUEENSWELL LTD.
DocuSigned by:

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O/S Authorized Signing Officer
I have the authority to bind the corporation

 
Purchaser's Initials: _____

AMENDMENT TO THE AGREEMENT OF PURCHASE AND SALE
(the "Amending Agreement")

BETWEEN: QUEENSWELL LTD. (the "Vendor") and
MARKO STEVEN PEJIC and GREGORY PHILIP PEJIC (the "Purchaser")

WHEREAS:

- A. The Purchaser and the Vendor have entered into a purchase agreement, dated September 21, 2021, (the "Purchase Agreement") in respect of the purchase, by the Purchaser from the Vendor, of UNIT 18, LEVEL 3, Suite 318, in a proposed standard condominium plan, Toronto, Ontario, (together with 1 Parking Unit(s) and 0 Storage Unit(s)), all as more particularly described in the Purchase Agreement;
- B. The Purchaser and the Vendor wish to amend certain provisions of the Purchase Agreement; and
- C. Any capitalized terms used but not defined herein shall have the meaning attributed thereto in the Purchase Agreement.

NOW THEREFORE, in consideration of the sum of Two Dollars (\$2.00) paid by each party to the other, the mutual covenants and agreements contained herein, and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party to the other, the parties hereby agree with the other as follows:

1. It is hereby understood and agreed between the Vendor and the Purchaser that the following change(s) shall be made to the Purchase Agreement, and except for such change(s) noted below in this Section 1, all other terms and conditions of the Purchase Agreement shall remain as stated therein, and time shall continue to be of the essence.

INSERT

Notwithstanding the terms of Section 14(j) of Schedule "E" herein, the amount payable in connection with any New Levy or any increase to an Existing Levy shall be a maximum amount of:

- (a) \$12,000.00 (plus any applicable taxes) in respect of a Unit which has less than two bedrooms, and,
- (b) \$15,000.00 (plus any applicable taxes) in respect of a Unit which has two bedrooms, and,
- (c) \$17,000.00 (plus any applicable taxes) in respect of a Unit which has three bedrooms

2. This Amending Agreement may be executed in one or more counterparts, each of which when so executed shall constitute an original, and all of which shall together constitute one and the same Amending Agreement.

3. Each Party to this Amending Agreement may execute a facsimile copy, computer scanned copy or electronically signed copy hereof and each party to this Amending Agreement shall accept a facsimile, computer scanned or electronically signed copy hereof as an originally executed copy hereof.

4. This Amending Agreement is or may be electronically signed pursuant to the Electronic Commerce Act (Ontario), as amended.

IN WITNESS whereof the parties hereto have affixed their hands and seals as of the date first-noted above.

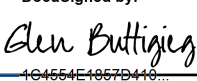
Witness

Witness

DocuSigned by:

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Purchaser - MARKO STEVEN PEJIC
DocuSigned by:

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Purchaser - GREGORY PHILIP PEJIC

QUEENSWELL LTD.
DocuSigned by:

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O/S Authorized Signing Officer
I have the authority to bind the corporation

 DS
Purchaser's Initials:  DS



Warranty Information for New Condominium Units

This information sheet provides a basic overview of the warranties and protections that come with your new condominium unit. This warranty is provided to you **by your builder** and backed by Tarion. For more detailed information, visit **tarion.com** and log into our online learning hub at **www.tarion.com/learninghub**

The Pre-Delivery Inspection (PDI)

Before you take occupancy of your unit, your builder is required to conduct a pre-delivery inspection, (PDI) with you or someone you designate to act on your behalf. If you wish, you may be accompanied by someone who can provide expert assistance. The PDI is important because it is an opportunity to learn about how to operate and maintain parts of your unit, such as the ventilation and heating systems. It is also important because it gives you an opportunity to note items in your unit that are damaged, missing, incomplete, or not working properly before you take occupancy. This record is also very important as it may help show what items may have been damaged before you moved in and helps resolve any disputes relating to whether or not an item of damage was caused by your occupancy and use.

The PDI is only one piece of evidence relating to damaged or incomplete items, and you should note and document (e.g. via photos or video) any concerns or damaged items as soon as you notice them after taking occupancy if they were missed on the PDI. If the damaged items are not addressed by your builder, you can include them in your 30-Day Form to Tarion. Damaged items are covered under the warranty if the damage was caused by the builder. There is more information about the PDI here: **www.tarion.com/learninghub**

Deposit Protection

The Condominium Act requires your builder to hold the deposit for your condominium unit in trust until the deposit is provided to the person entitled to it or the amount of your deposit is insured, as applicable. If your Agreement of Purchase and Sale is terminated by the builder, except as a result of the Purchaser’s default, your deposit must be returned to you in full within 10 days. If your deposit is not returned, you are still protected by Tarion for the return of your deposit, or portion that has not yet been returned, up to \$20,000. This protection includes the money you put down towards upgrades and other extras.

Delayed Occupancy Coverage

Your builder guarantees that your unit will be ready for you to move in by a date specified in the purchase agreement or a date that has been properly extended (if for certain reasons the original occupancy date cannot be met). You may be able to claim up to \$7,500 from your builder in compensation if they do not meet the conditions for an allowable extension that are outlined in the Addendum to your Agreement of Purchase and Sale .

Warranty Coverage

The warranty on work and materials commences on your occupancy date and provides up to a maximum of \$300,000 in coverage. There are limitations on scope and duration as follows. Your builder warrants that your home will, on delivery , have these warranties:

One-Year Warranty

- Your home is constructed in a workmanlike manner, free from defects in material, is fit for habitation and complies with Ontario’s Building Code
- Protects against unauthorized substitution of items specified in the Agreement of Purchase and Sale or selected by you

Two-Year Warranty

- Protects against water penetration through the basement or foundation walls, windows, and the building envelope
- Covers defects in work and materials in the electrical, plumbing, and heating delivery and distribution systems
- Covers defects in work and materials that result in the detachment, displacement, or deterioration of exterior cladding (such as brick work, aluminum, or vinyl siding)
- Protects against violations of Ontario’s Building Code that affect health and safety

Seven-Year Warranty

- Protects against defects in work or materials that affect a structural load-bearing element of the home resulting in structural failure or that materially and adversely compromise the structural integrity; and/or that materially and adversely affect the use of a significant portion of the home .

Continued...

Construction Performance Guidelines

The Construction Performance Guidelines are a resource to provide advance guidance as to how Tarion may decide disputes between homeowners and builders regarding defects in work or materials. The Construction Performance Guidelines are intended to complement Ontario’s Building Code. They are supplemented by any applicable guidelines or standards produced by industry associations. They do not replace manufacturer warranties. The Construction Performance Guidelines are available in several different formats accessible via cpg.tarion.com.

Warranty Exclusions

Your warranty, provided to you by your builder and backed by Tarion, is a limited warranty, and the protection provided by Tarion is also limited. Exclusions to coverage include: normal wear and tear, damage caused by improper maintenance, damage caused by a third party, secondary damage caused by defects that are under warranty, supplementary warranties, deficiencies caused by homeowner actions, elevators, HVAC appliances, specific defects accepted in writing and damage resulting from an Act of God.

The Common Elements Warranty

For most condominiums, warranty coverage also includes the shared areas, known as the common elements. The common elements warranty is separate from your unit warranty. It begins when the condominium is registered and, unlike your unit warranty, is managed by your condominium corporation. For warranty assistance related to items located outside of the boundaries of your unit, contact your property manager or condominium corporation’s Board of Directors. To learn more about your unit and common element boundaries, you can refer to Schedule C of the proposed declaration in your disclosure statement or, if the condominium is registered, of the registered declaration.

Important Next Steps

1. Visit Tarion’s website to learn more about your warranty coverage and the process for getting warranty assistance, as well as your rights, responsibilities and obligations as a new homeowner.
2. Prepare for your pre-delivery inspection (PDI). Visit Tarion’s website for helpful resources, including a PDI Checklist and educational videos.
3. Register for Tarion’s **MyHome** right after you take occupancy. MyHome is an online tool you can use from your computer or mobile device that allows you to submit warranty claims and upload supporting documents directly to your builder and Tarion. It also alerts you to important dates and warranty timelines, allows you to receive official correspondence from Tarion electronically, and schedule an inspection with Tarion when you need assistance.

About Tarion

Tarion is a not-for-profit organization that administers Ontario’s new home warranty and protection program. Our role is to ensure that purchasers of new homes receive the warranties and protections, provided by their builder and backstopped by Tarion, that they are entitled to by law.

Contact us at **1-877-982-7466** or customerservice@tarion.com.

Find more warranty information at Tarion.com

Condominium Form
(Tentative Occupancy Date)

Property: Suite: 318 -

Statement Of Critical Dates
Delayed Occupancy Warranty

This Statement of Critical Dates forms part of the Addendum to which it is attached, which in turn forms part of the agreement of purchase and sale between the Vendor and the Purchaser relating to the Property. **The Vendor must complete all blanks set out below. Both the Vendor and Purchaser must sign this page.**

NOTE TO HOME BUYERS: Home buyers are encouraged to refer to the Home Construction Regulatory Authority’s website www.hcraontario.ca to confirm a vendor’s licence status prior to purchase as well as to review advice about buying a new home. Please visit Tarion’s website: www.tarion.com for important information about all of Tarion’s warranties including the Delayed Occupancy Warranty, the Pre-Delivery Inspection and other matters of interest to new home buyers. The Warranty Information Sheet, which accompanies your purchase agreement and has important information, is strongly recommended as essential reading for all home buyers. The website features a calculator which will assist you in confirming the various Critical Dates related to the occupancy of your home.

VENDOR Queenswell Ltd.

PURCHASER GREGORY PHILIP PEJIC and MARKO STEVEN PEJIC

1. Critical Dates

The **First Tentative Occupancy Date**, which is the date that the Vendor anticipates the home will be completed and ready to move in, is: the 3rd day of January, 2025.

The Vendor can delay Occupancy on one or more occasions by setting a subsequent **Tentative Occupancy Date**, in accordance with section 1 of the Addendum by giving proper written notice as set out in section 1.

By no later than 30 days after the Roof Assembly Date (as defined in section 12), with at least 90 days prior written notice, the Vendor shall set either (i) a **Final Tentative Occupancy Date**; or (ii) a **Firm Occupancy Date**.

For purchase agreements signed after the Roof Assembly Date, the First Tentative Occupancy Date is inapplicable and the Vendor shall instead elect and set either a Final Tentative Occupancy Date or Firm Occupancy Date.

the ____ day of _____, 20____.
Final Tentative Occupancy Date

or

If the Vendor sets a Final Tentative Occupancy Date but cannot provide Occupancy by the Final Tentative Occupancy Date, then the Vendor shall set a **Firm Occupancy Date** that is no later than 120 days after the Final Tentative Occupancy Date, with proper written notice as set out in section 1 below.

the ____ day of _____, 20____.
Firm Occupancy Date

If the Vendor cannot provide Occupancy by the Firm Occupancy Date, then the Purchaser is entitled to delayed occupancy compensation (see section 7 of the Addendum) and the Vendor must set a Delayed Occupancy Date which cannot be later than the Outside Occupancy Date.

The **Outside Occupancy Date**, which is the latest date by which the Vendor agrees to provide Occupancy, is: the 5th day of January, 2029.

2. Notice Period for an Occupancy Delay

Changing an Occupancy date requires proper written notice. The Vendor, without the Purchaser’s consent, may delay Occupancy one or more times in accordance with section 1 of the Addendum and no later than the Outside Occupancy Date.

Notice of a delay beyond the First Tentative Occupancy Date must be given no later than: the 4th day of October, 2024.

(i.e., at least **90 days** before the First Tentative Occupancy Date), or else the First Tentative Occupancy Date automatically becomes the Firm Occupancy Date.

3. Purchaser’s Termination Period

If the home is not complete by the Outside Occupancy Date, then the Purchaser can terminate the transaction during a period of **30 days** thereafter (the “**Purchaser’s Termination Period**”), which period, unless extended by mutual agreement, will end on: the 5th day of February, 2029.

If the Purchaser terminates the transaction during the Purchaser’s Termination Period, then the Purchaser is entitled to delayed occupancy compensation and to a full refund of all monies paid plus interest (see sections 7, 10 and 11 of the Addendum).

Note: Any time a Critical Date is set or changed as permitted in the Addendum, other Critical Dates may change as well. At any given time the parties must refer to: the most recent revised Statement of Critical Dates; or agreement or written notice that sets a Critical Date, and calculate revised Critical Dates using the formulas contained in the Addendum. Critical Dates can also change if there are unavoidable delays (see section 5 of the Addendum).

Acknowledged this 21st day of September, 2021.

DocuSigned by:

1C4552E1857D410...
Vendor Signature

DocuSigned by:

2644647243B84DE...
Purchaser: MARKO STEVEN PEJIC

5554F003073C4E6...
Purchaser: GREGORY PHILIP PEJIC

Addendum to Agreement of Purchase and Sale

Delayed Occupancy Warranty

This addendum, including the accompanying Statement of Critical Dates (the “**Addendum**”), forms part of the agreement of purchase and sale (the “**Purchase Agreement**”) between the Vendor and the Purchaser relating to the Property. This Addendum is to be used for a transaction where the home is a condominium unit (that is not a vacant land condominium unit). This Addendum contains important provisions that are part of the delayed occupancy warranty provided by the Vendor in accordance with the *Ontario New Home Warranties Plan Act* (the “ONHWP Act”). If there are any differences between the provisions in the Addendum and the Purchase Agreement, then the Addendum provisions shall prevail. **PRIOR TO SIGNING THE PURCHASE AGREEMENT OR ANY AMENDMENT TO IT, THE PURCHASER SHOULD SEEK ADVICE FROM A LAWYER WITH RESPECT TO THE PURCHASE AGREEMENT OR AMENDING AGREEMENT, THE ADDENDUM AND THE DELAYED OCCUPANCY WARRANTY.**

Tarion recommends that Purchasers register on Tarion’s **MyHome** on-line portal and visit Tarion’s website - **tarion.com**, to better understand their rights and obligations under the statutory warranties.

The Vendor shall complete all blanks set out below.

VENDOR			
Queenswell Ltd. Full Name(s)			
B60042 HCRA License Number	331 Cityview Blvd. Address		
905-832-2023 Phone	Vaughan City	Ontario Province	L4H 3M3 Postal
905-832-1926 Fax	naty@lormelhomes.com Email		

PURCHASER			
GREGORY PHILIP PEJIC and MARKO STEVEN PEJIC Full Name(s)			
169 TRAGINA AVE N Address			
Cell: (416) 666-0001 : () - Phone		HAMILTON City	ON Province
 Fax		pejicm90@gmail.com Email*	L8H 5C7 Postal

PROPERTY DESCRIPTION		
 Municipal Address		
Toronto City	Ontario Province	 Postal Code
 Short Legal Description		

INFORMATION REGARDING THE PROPERTY

The Vendor confirms that:

(a) The Vendor has obtained Formal Zoning Approval for the Building. ☐ Yes ☒ No

If no, the Vendor shall give written notice to the Purchaser within 10 days after the date that Formal Zoning Approval for the Building is obtained.

(d) Commencement of Construction: ☐has occurred;or ☒is expected to occur by **July 02, 2022**

The Vendor shall give written notice to the Purchaser within 10 days after the actual date of Commencement of Construction.

*Note: Since important notices will be sent to this address, it is essential that you ensure that a reliable email address is provided and that your computer settings permit receipt of notices from the other party.



Condominium Form
(Tentative Occupancy Date)

SETTING AND CHANGING CRITICAL DATES

1. Setting Tentative Occupancy Dates and the Firm Occupancy Date

- (a) **Completing Construction Without Delay:** The Vendor shall take all reasonable steps to complete construction of the Building subject to all prescribed requirements, to provide Occupancy of the home without delay, and, to register without delay the declaration and description in respect of the Building.
- (b) **First Tentative Occupancy Date:** The Vendor shall identify the First Tentative Occupancy Date in the Statement of Critical Dates attached to this Addendum at the time the Purchase Agreement is signed .
- (c) **Subsequent Tentative Occupancy Dates:** The Vendor may, in accordance with this section, extend the First Tentative Occupancy Date on one or more occasions, by setting a subsequent Tentative Occupancy Date. The Vendor shall give written notice of any subsequent Tentative Occupancy Date to the Purchaser at least 90 days before the existing Tentative Occupancy Date (which in this Addendum may include the First Tentative Occupancy Date), or else the existing Tentative Occupancy Date shall for all purposes be the Firm Occupancy Date. A subsequent Tentative Occupancy Date can be any Business Day on or before the Outside Occupancy Date.
- (d) **Final Tentative Occupancy Date:** By no later than 30 days after the Roof Assembly Date, the Vendor shall by written notice to the Purchaser set either (i) a Final Tentative Occupancy Date; or (ii) a Firm Occupancy Date. If the Vendor does not do so, the existing Tentative Occupancy Date shall for all purposes be the Firm Occupancy Date. The Vendor shall give written notice of the Final Tentative Occupancy Date or Firm Occupancy Date, as the case may be, to the Purchaser at least 90 days before the existing Tentative Occupancy Date, or else the existing Tentative Occupancy Date shall for all purposes be the Firm Occupancy Date. The Final Tentative Occupancy Date or Firm Occupancy Date, as the case may be, can be any Business Day on or before the Outside Occupancy Date. For new Purchase Agreements signed after the Roof Assembly Date, the Vendor shall insert in the Statement of Critical Dates of the Purchase Agreement either: a Final Tentative Occupancy Date; or a Firm Occupancy Date
- (e) **Firm Occupancy Date:** If the Vendor has set a Final Tentative Occupancy Date but cannot provide Occupancy by the Final Tentative Occupancy Date then the Vendor shall set a Firm Occupancy Date that is no later than 120 days after the Final Tentative Occupancy Date. The Vendor shall give written notice of the Firm Occupancy Date to the Purchaser at least 90 days before the Final Tentative Occupancy Date, or else the Final Tentative Occupancy Date shall for all purposes be the Firm Occupancy Date. The Firm Occupancy Date can be any Business Day on or before the Outside Occupancy Date.
- (f) **Notice:** Any notice given by the Vendor under paragraph (c), (d) or (e) must set out the stipulated Critical Date, as applicable.

2. Changing the Firm Occupancy Date - Three Ways

- (a) The Firm Occupancy Date, once set or deemed to be set in accordance with section 1, can be changed only:
 - (i) by the Vendor setting a Delayed Occupancy Date in accordance with section 3;
 - (ii) by the mutual written agreement of the Vendor and Purchaser in accordance with section 4; or
 - (iii) as the result of an Unavoidable Delay of which proper written notice is given in accordance with section 5.
- (b) If a new Firm Occupancy Date is set in accordance with section 4 or 5, then the new date is the “Firm Occupancy Date” for all purposes in this Addendum.

3. Changing the Firm Occupancy Date - By Setting a Delayed Occupancy Date

- (a) If the Vendor cannot provide Occupancy on the Firm Occupancy Date and sections 4 and 5 do not apply, the Vendor shall select and give written notice to the Purchaser of a Delayed Occupancy Date in accordance with this section, and delayed occupancy compensation is payable in accordance with section 7.
- (b) The Delayed Occupancy Date may be any Business Day after the date the Purchaser receives written notice of the Delayed Occupancy Date but not later than the Outside Occupancy Date.
- (c) The Vendor shall give written notice to the Purchaser of the Delayed Occupancy Date as soon as the Vendor knows that it will be unable to provide Occupancy on the Firm Occupancy Date, and in any event at least 10 days before the Firm Occupancy Date, failing which delayed occupancy compensation is payable from the date that is 10 days before the Firm Occupancy Date, in accordance with paragraph 7(c). If notice of a new Delayed Occupancy Date is not given by the Vendor before the Firm Occupancy Date, then the new Delayed Occupancy Date shall be deemed to be the date which is 90 days after the Firm Occupancy Date.
- (d) After the Delayed Occupancy Date is set, if the Vendor cannot provide Occupancy on the Delayed Occupancy Date, the Vendor shall select and give written notice to the Purchaser of a new Delayed Occupancy Date, unless the delay arises due to Unavoidable Delay under section 5 or is mutually agreed upon under section 4, in which case the requirements of those sections must be met. Paragraphs (b) and (c) above apply with respect to the setting of the new Delayed Occupancy Date.
- (e) Nothing in this section affects the right of the Purchaser or Vendor to terminate the Purchase Agreement on the bases set out in section 10.

4. Changing Critical Dates - By Mutual Agreement

- (a) This Addendum sets out a framework for setting, extending and/or accelerating Critical Dates, which cannot be altered contractually except as set out in this section 4. Any amendment not in accordance with this section is voidable at the option of the Purchaser. For greater certainty, this Addendum does not restrict any extensions of the Closing date (i.e., title transfer date) where Occupancy of the home has already been given to the Purchaser.

DS


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**Condominium Form
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- (b) The Vendor and Purchaser may at any time, after signing the Purchase Agreement, mutually agree in writing to accelerate or extend any of the Critical Dates. Any amendment which accelerates or extends any of the Critical Dates must include the following provisions:
- (i) the Purchaser and Vendor agree that the amendment is entirely voluntary - the Purchaser has no obligation to sign the amendment and each understands that this purchase transaction will still be valid if the Purchaser does not sign this amendment;
 - (ii) the amendment includes a revised Statement of Critical Dates which replaces the previous Statement of Critical Dates;
 - (iii) the Purchaser acknowledges that the amendment may affect delayed occupancy compensation payable ; and
 - (iv) if the change involves extending either the Firm Occupancy Date or the Delayed Occupancy Date, then the amending agreement shall:
 - i. disclose to the Purchaser that the signing of the amendment may result in the loss of delayed occupancy compensation as described in section 7;
 - ii. unless there is an express waiver of compensation, describe in reasonable detail the cash amount, goods, services, or other consideration which the Purchaser accepts as compensation; and
 - iii. contain a statement by the Purchaser that the Purchaser waives compensation or accepts the compensation referred to in clause ii above, in either case, in full satisfaction of any delayed occupancy compensation payable by the Vendor for the period up to the new Firm Occupancy Date or Delayed Occupancy Date .

If the Purchaser for his or her own purposes requests a change of the Firm Occupancy Date or the Delayed Occupancy Date, then subparagraphs (b)(i), (iii) and (iv) above shall not apply.

- (c) A Vendor is permitted to include a provision in the Purchase Agreement allowing the Vendor a one-time unilateral right to extend a Firm Occupancy Date or Delayed Occupancy Date, as the case may be, for one (1) Business Day to avoid the necessity of tender where a Purchaser is not ready to complete the transaction on the Firm Occupancy Date or Delayed Occupancy Date, as the case may be. Delayed occupancy compensation will not be payable for such period and the Vendor may not impose any penalty or interest charge upon the Purchaser with respect to such extension .
- (d) The Vendor and Purchaser may agree in the Purchase Agreement to any unilateral extension or acceleration rights that are for the benefit of the Purchaser.

5. Extending Dates - Due to Unavoidable Delay

- (a) If Unavoidable Delay occurs, the Vendor may extend Critical Dates by no more than the length of the Unavoidable Delay Period, without the approval of the Purchaser and without the requirement to pay delayed occupancy compensation in connection with the Unavoidable Delay, provided the requirements of this section are met.
- (b) If the Vendor wishes to extend Critical Dates on account of Unavoidable Delay, the Vendor shall provide written notice to the Purchaser setting out a brief description of the Unavoidable Delay, and an estimate of the duration of the delay . Once the Vendor knows or ought reasonably to know that an Unavoidable Delay has commenced, the Vendor shall provide written notice to the Purchaser by the earlier of: 20 days thereafter; and the next Critical Date.
- (c) As soon as reasonably possible, and no later than 20 days after the Vendor knows or ought reasonably to know that an Unavoidable Delay has concluded, the Vendor shall provide written notice to the Purchaser setting out a brief description of the Unavoidable Delay, identifying the date of its conclusion, and setting new Critical Dates. The new Critical Dates are calculated by adding to the then next Critical Date the number of days of the Unavoidable Delay Period (the other Critical Dates changing accordingly), provided that the Firm Occupancy Date or Delayed Occupancy Date, as the case may be, must be at least 10 days after the day of giving notice unless the parties agree otherwise. Either the Vendor or the Purchaser may request in writing an earlier Firm Occupancy Date or Delayed Occupancy Date, and the other party's consent to the earlier date shall not be unreasonably withheld.
- (d) If the Vendor fails to give written notice of the conclusion of the Unavoidable Delay in the manner required by paragraph (c) above, then the notice is ineffective, the existing Critical Dates are unchanged, and any delayed occupancy compensation payable under section 7 is payable from the existing Firm Occupancy Date.
- (e) Any notice setting new Critical Dates given by the Vendor under this section shall include an updated revised Statement of Critical Dates.

EARLY TERMINATION CONDITIONS

6. Early Termination Conditions

- (a) The Vendor and Purchaser may include conditions in the Purchase Agreement that, if not satisfied, give rise to early termination of the Purchase Agreement, but only in the limited way described in this section.
- (b) The Vendor is not permitted to include any conditions in the Purchase Agreement other than: the types of Early Termination Conditions listed in Schedule A; and/or the conditions referred to in paragraphs (i), (j) and (k) below. Any other condition included in a Purchase Agreement for the benefit of the Vendor that is not expressly permitted under Schedule A or paragraphs (i), (j) and (k) below is deemed null and void and is not enforceable by the Vendor, but does not affect the validity of the balance of the Purchase Agreement .



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- (c) The Vendor confirms that this Purchase Agreement is subject to Early Termination Conditions that, if not satisfied (or waived, if applicable), may result in the termination of the Purchase Agreement.

☒ Yes☐ No
- (d) If the answer in (c) above is “Yes”, then the Early Termination Conditions are as follows. The obligation of each of the Purchaser and Vendor to complete this purchase and sale transaction is subject to satisfaction (or waiver, if applicable) of the following conditions and any such conditions set out in an appendix headed “Early Termination Conditions”:

Condition #1 (if applicable)
Description of the Early Termination Condition:
See the Appendix to the Addendum attached hereto

The Approving Authority (as that term is defined in Schedule A) is:

The date by which Condition #1 is to be satisfied is:

Condition #2 (if applicable)
Description of the Early Termination Condition:

The Approving Authority (as that term is defined in Schedule A) is:
The date by which Condition #2 is to be satisfied is .

The date for satisfaction of any Early Termination Condition may be changed by mutual agreement provided in all cases it is set at least 90 days before the First Tentative Occupancy Date, and will be deemed to be 90 days before the First Tentative Occupancy Date if no date is specified or if the date specified is later than 90 days before the First Tentative Occupancy Date. This time limitation does not apply to the condition in subparagraph 1(b)(iv) of Schedule A which must be satisfied or waived by the Vendor within 60 days following the later of: (A) the signing of the Purchase Agreement; and (B) the satisfaction or waiver by the Purchaser of a Purchaser financing condition permitted under paragraph (k) below.

Note: The parties must add additional pages as an appendix to this Addendum if there are additional Early Termination Conditions.

- (e) There are no Early Termination Conditions applicable to this Purchase Agreement other than those identified in subparagraph (d) above and any appendix listing additional Early Termination Conditions.

(f) The Vendor agrees to take all commercially reasonable steps within its power to satisfy the Early Termination Conditions identified in subparagraph (d) above.

(g) For conditions under paragraph 1(a) of Schedule A the following applies:

(i) conditions in paragraph 1(a) of Schedule A may not be waived by either party;

(ii) the Vendor shall provide written notice not later than five (5) Business Days after the date specified for satisfaction of a condition that: (A) the condition has been satisfied; or (B) the condition has not been satisfied (together with reasonable details and backup materials) and that as a result the Purchase Agreement is terminated; and

(iii) if notice is not provided as required by subparagraph (ii) above then the condition is deemed not satisfied and the Purchase Agreement is terminated.

(h) For conditions under paragraph 1(b) of Schedule A the following applies:

(i) conditions in paragraph 1(b) of Schedule A may be waived by the Vendor;

(ii) the Vendor shall provide written notice on or before the date specified for satisfaction of the condition that: (A) the condition has been satisfied or waived; or (B) the condition has not been satisfied nor waived, and that as a result the Purchase Agreement is terminated; and

(iii) if notice is not provided as required by subparagraph (ii) above then the condition is deemed satisfied or waived and the Purchase Agreement will continue to be binding on both parties.

(i) The Purchase Agreement may be conditional until Closing (transfer to the Purchaser of title to the home), upon compliance with the subdivision control provisions (section 50) of the Planning Act and, if applicable, registration of the declaration and description for the Building under the Condominium Act, 1998, which compliance shall be obtained by the Vendor at its sole expense, on or before Closing.

(j) The Purchaser is cautioned that there may be other conditions in the Purchase Agreement that allow the Vendor to terminate the Purchase Agreement due to the fault of the Purchaser.

(k) The Purchase Agreement may include any condition that is for the sole benefit of the Purchaser and that is agreed to by the Vendor (e.g., the sale of an existing dwelling, Purchaser financing or a basement walkout). The Purchase Agreement may specify that the Purchaser has a right to terminate the Purchase Agreement if any such condition is not met, and may set out the terms on which termination by the Purchaser may be effected.
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MAKING A COMPENSATION CLAIM

7. Delayed Occupancy Compensation

- (a) The Vendor warrants to the Purchaser that, if Occupancy is delayed beyond the Firm Occupancy Date (other than by mutual agreement or as a result of Unavoidable Delay as permitted under sections 4 and 5), then the Vendor shall compensate the Purchaser up to a total amount of \$7,500, which amount includes: (i) payment to the Purchaser of a set amount of \$150 a day for living expenses for each day of delay until the Occupancy Date or the date of termination of the Purchase Agreement, as applicable under paragraph (b) below; and (ii) any other expenses (supported by receipts) incurred by the Purchaser due to the delay.
- (b) Delayed occupancy compensation is payable only if: (i) Occupancy and Closing occurs; or (ii) the Purchase Agreement is terminated or deemed to have been terminated under paragraph 10(b) of this Addendum. Delayed occupancy compensation is payable only if the Purchaser's claim is made to Tarion in writing within one (1) year after Occupancy, or after termination of the Purchase Agreement, as the case may be, and otherwise in accordance with this Addendum. Compensation claims are subject to any further conditions set out in the ONHWP Act.
- (c) If the Vendor gives written notice of a Delayed Occupancy Date to the Purchaser less than 10 days before the Firm Occupancy Date, contrary to the requirements of paragraph 3(c), then delayed occupancy compensation is payable from the date that is 10 days before the Firm Occupancy Date.
- (d) Living expenses are direct living costs such as for accommodation and meals. Receipts are not required in support of a claim for living expenses, as a set daily amount of \$150 per day is payable. The Purchaser must provide receipts in support of any claim for other delayed occupancy compensation, such as for moving and storage costs. Submission of false receipts disentitles the Purchaser to any delayed occupancy compensation in connection with a claim.
- (e) If delayed occupancy compensation is payable, the Purchaser may make a claim to the Vendor for that compensation after Occupancy or after termination of the Purchase Agreement, as the case may be, and shall include all receipts (apart from living expenses) which evidence any part of the Purchaser's claim. The Vendor shall assess the Purchaser's claim by determining the amount of delayed occupancy compensation payable based on the rules set out in section 7 and the receipts provided by the Purchaser, and the Vendor shall promptly provide that assessment information to the Purchaser. The Purchaser and the Vendor shall use reasonable efforts to settle the claim and when the claim is settled, the Vendor shall prepare an acknowledgement signed by both parties which:
- (i) includes the Vendor's assessment of the delayed occupancy compensation payable;
 - (ii) describes in reasonable detail the cash amount, goods, services, or other consideration which the Purchaser accepts as compensation (the "Compensation"), if any; and
 - (iii) contains a statement by the Purchaser that the Purchaser accepts the Compensation in full satisfaction of any delayed occupancy compensation payable by the Vendor.
- (f) If the Vendor and Purchaser cannot agree as contemplated in paragraph 7(e), then to make a claim to Tarion the Purchaser must file a claim with Tarion in writing within one (1) year after Occupancy. A claim may also be made and the same rules apply if the sale transaction is terminated under paragraph 10(b), in which case, the deadline for a claim is one (1) year after termination.
- (g) If delayed occupancy compensation is payable, the Vendor shall either pay the compensation as soon as the proper amount is determined; or pay such amount with interest (at the prescribed rate as specified in subsection 19(1) of O.Reg. 48/01 of the Condominium Act, 1998), from the Occupancy Date to the date of Closing, such amount to be an adjustment to the balance due on the day of Closing.

8. Adjustments to Purchase Price

Only the items set out in Schedule B (or an amendment to Schedule B), shall be the subject of adjustment or change to the purchase price or the balance due on Closing. The Vendor agrees that it shall not charge as an adjustment or readjustment to the purchase price of the home, any reimbursement for a sum paid or payable by the Vendor to a third party unless the sum is ultimately paid to the third party either before or after Closing. If the Vendor charges an amount in contravention of the preceding sentence, the Vendor shall forthwith readjust with the Purchaser. This section shall not: restrict or prohibit payments for items disclosed in Part I of Schedule B which have a fixed fee; nor shall it restrict or prohibit the parties from agreeing on how to allocate as between them, any rebates, refunds or incentives provided by the federal government, a provincial or municipal government or an agency of any such government, before or after Closing.

MISCELLANEOUS

9. Ontario Building Code - Conditions of Occupancy

- (a) On or before the Occupancy Date, the Vendor shall deliver to the Purchaser:
- (i) an Occupancy Permit (as defined in paragraph (d)) for the home; or
 - (ii) if an Occupancy Permit is not required under the Building Code, a signed written confirmation by the Vendor that all conditions of occupancy under the Building Code have been fulfilled and Occupancy is permitted under the Building Code.

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- (b) Notwithstanding the requirements of paragraph (a), to the extent that the Purchaser and the Vendor agree that the Purchaser shall be responsible for one or more prerequisites to obtaining permission for Occupancy under the Building Code, (the “Purchaser Occupancy Obligations”):
- (i) the Purchaser shall not be entitled to delayed occupancy compensation if the reason for the delay is that the Purchaser Occupancy Obligations have not been completed;
 - (ii) the Vendor shall deliver to the Purchaser, upon fulfilling all prerequisites to obtaining permission for Occupancy under the Building Code (other than the Purchaser Occupancy Obligations), a signed written confirmation that the Vendor has fulfilled such prerequisites; and
 - (iii) if the Purchaser and Vendor have agreed that such prerequisites (other than the Purchaser Occupancy Obligations) are to be fulfilled prior to Occupancy, then the Vendor shall provide the signed written confirmation required by subparagraph (ii) on or before the Occupancy Date.
- (c) If the Vendor cannot satisfy the requirements of paragraph (a) or subparagraph (b)(ii), the Vendor shall set a Delayed Occupancy Date (or new Delayed Occupancy Date) on a date that the Vendor reasonably expects to have satisfied the requirements of paragraph (a) or subparagraph (b)(ii), as the case may be. In setting the Delayed Occupancy Date (or new Delayed Occupancy Date), the Vendor shall comply with the requirements of section 3, and delayed occupancy compensation shall be payable in accordance with section 7. Despite the foregoing, delayed occupancy compensation shall not be payable for a delay under this paragraph (c) if the inability to satisfy the requirements of subparagraph (b) (ii) is because the Purchaser has failed to satisfy the Purchaser Occupancy Obligations.
- (d) For the purposes of this section, an “Occupancy Permit” means any written or electronic document, however styled, whether final, provisional or temporary, provided by the chief building official (as defined in the Building Code Act) or a person designated by the chief building official, that evidences that permission to occupy the home under the Building Code has been granted.

10. Termination of the Purchase Agreement

- (a) The Vendor and the Purchaser may terminate the Purchase Agreement by mutual written agreement. Such written mutual agreement may specify how monies paid by the Purchaser, including deposit(s) and monies for upgrades and extras are to be allocated if not repaid in full.
- (b) If for any reason (other than breach of contract by the Purchaser) Occupancy has not been given to the Purchaser by the Outside Occupancy Date, then the Purchaser has 30 days to terminate the Purchase Agreement by written notice to the Vendor. If the Purchaser does not provide written notice of termination within such 30-day period, then the Purchase Agreement shall continue to be binding on both parties and the Delayed Occupancy Date shall be the date set under paragraph 3(c), regardless of whether such date is beyond the Outside Occupancy Date.
- (c) If: calendar dates for the applicable Critical Dates are not inserted in the Statement of Critical Dates; or if any date for Occupancy is expressed in the Purchase Agreement or in any other document to be subject to change depending upon the happening of an event (other than as permitted in this Addendum), then the Purchaser may terminate the Purchase Agreement by written notice to the Vendor.
- (d) The Purchase Agreement may be terminated in accordance with the provisions of section 6.
- (e) Nothing in this Addendum derogates from any right of termination that either the Purchaser or the Vendor may have at law or in equity on the basis of, for example, frustration of contract or fundamental breach of contract.
- (f) Except as permitted in this section, the Purchase Agreement may not be terminated by reason of the Vendor’s delay in providing Occupancy alone.

11. Refund of Monies Paid on Termination

- (a) If the Purchase Agreement is terminated (other than as a result of breach of contract by the Purchaser), then unless there is agreement to the contrary under paragraph 10(a), the Vendor shall refund all monies paid by the Purchaser including deposit(s) and monies for upgrades and extras, within 10 days of such termination, with interest from the date each amount was paid to the Vendor to the date of refund to the Purchaser. The Purchaser cannot be compelled by the Vendor to execute a release of the Vendor as a prerequisite to obtaining the refund of monies payable as a result of termination of the Purchase Agreement under this paragraph, although the Purchaser may be required to sign a written acknowledgement confirming the amount of monies refunded and termination of the purchase transaction. Nothing in this Addendum prevents the Vendor and Purchaser from entering into such other termination agreement and/or release as may be agreed to by the parties.
- (b) The rate of interest payable on the Purchaser’s monies shall be calculated in accordance with the Condominium Act, 1998.
- (c) Notwithstanding paragraphs(a) and (b) above, if either party initiates legal proceedings to contest termination of the Purchase Agreement or the refund of monies paid by the Purchaser, and obtains a legal determination, such amounts and interest shall be payable as determined in those proceedings.

12. Definitions

“**Building**” means the condominium building or buildings contemplated by the Purchase Agreement, in which the Property is located or is proposed to be located.

“**Business Day**” means any day other than: Saturday; Sunday; New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any special holiday proclaimed by the Governor General or the Lieutenant Governor; and where New Year’s Day, Canada Day or Remembrance Day falls on a Saturday or Sunday, the following Monday is not a Business Day, and where Christmas Day falls on a Saturday or Sunday, the following Monday and Tuesday are not Business Days; and where Christmas Day falls on a Friday, the following Monday is not a Business Day.



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“Closing” means completion of the sale of the home, including transfer of title to the home to the Purchaser.

“Commencement of Construction” means the commencement of construction of foundation components or elements (such as footings, rafts or piles) for the Building.

“Critical Dates” means the First Tentative Occupancy Date, any subsequent Tentative Occupancy Date, the Final Tentative Occupancy Date, the Firm Occupancy Date, the Delayed Occupancy Date, the Outside Occupancy Date and the last day of the Purchaser’s Termination Period.

“Delayed Occupancy Date” means the date, set in accordance with section 3, on which the Vendor agrees to provide Occupancy, in the event the Vendor cannot provide Occupancy on the Firm Occupancy Date.

“Early Termination Conditions” means the types of conditions listed in Schedule A.

“Final Tentative Occupancy Date” means the last Tentative Occupancy Date that may be set in accordance with paragraph 1(d).

“Firm Occupancy Date” means the firm date on which the Vendor agrees to provide Occupancy as set in accordance with this Addendum.

“First Tentative Occupancy Date” means the date on which the Vendor, at the time of signing the Purchase Agreement, anticipates that the home will be complete and ready for Occupancy, as set out in the Statement of Critical Dates.

“Formal Zoning Approval” occurs when the zoning by-law required for the Building has been approved by all relevant governmental authorities having jurisdiction, and the period for appealing the approvals has elapsed and/or any appeals have been dismissed or the approval affirmed.

“Occupancy” means the right to use or occupy the home in accordance with the Purchase Agreement.

“Occupancy Date” means the date the Purchaser is given Occupancy.

“Outside Occupancy Date” means the latest date that the Vendor agrees to provide Occupancy to the Purchaser, as confirmed in the Statement of Critical Dates.

“Property” or “home” means the home being acquired by the Purchaser from the Vendor, and its interest in the related common elements.

“Purchaser’s Termination Period” means the 30-day period during which the Purchaser may terminate the Purchase Agreement for delay, in accordance with paragraph 10(b).

“Roof Assembly Date” means the date upon which the roof slab, or roof trusses and sheathing, as the case may be, are completed. For single units in a multi-unit block, whether or not vertically stacked, (e.g., townhouses or row houses), the roof refers to the roof of the block of homes unless the unit in question has a roof which is in all respects functionally independent from and not physically connected to any portion of the roof of any other unit(s), in which case the roof refers to the roof of the applicable unit. For multi-story, vertically stacked units, (e.g. typical high rise) roof refers to the roof of the Building.

“Statement of Critical Dates” means the Statement of Critical Dates attached to and forming part of this Addendum (in form to be determined by Taron from time to time), and, if applicable, as amended in accordance with this Addendum.

“The ONHWP Act” means the Ontario New Home Warranties Plan Act including regulations, as amended from time to time.

“Unavoidable Delay” means an event which delays Occupancy which is a strike, fire, explosion, flood, act of God, civil insurrection, act of war, act of terrorism or pandemic, plus any period of delay directly caused by the event, which are beyond the reasonable control of the Vendor and are not caused or contributed to by the fault of the Vendor.

“Unavoidable Delay Period” means the number of days between the Purchaser’s receipt of written notice of the commencement of the Unavoidable Delay, as required by paragraph 5(b), and the date on which the Unavoidable Delay concludes.

13. Addendum Prevails

The Addendum forms part of the Purchase Agreement. The Vendor and Purchaser agree that they shall not include any provision in the Purchase Agreement or any amendment to the Purchase Agreement or any other document (or indirectly do so through replacement of the Purchase Agreement) that derogates from, conflicts with or is inconsistent with the provisions of this Addendum, except where this Addendum expressly permits the parties to agree or consent to an alternative arrangement. The provisions of this Addendum prevail over any such provision.

14. Time Periods, and How Notice Must Be Sent

- (a) Any written notice required under this Addendum may be given personally or sent by email, fax, courier or registered mail to the Purchaser or the Vendor at the address/contact numbers identified on page 2 or replacement address/contact numbers as provided in paragraph (c) below. Notices may also be sent to the solicitor for each party if necessary contact information is provided, but notices in all events must be sent to the Purchaser and Vendor, as applicable. If email addresses are set out on page 2 of this Addendum, then the parties agree that notices may be sent by email to such addresses, subject to paragraph (c) below.
- (b) Written notice given by one of the means identified in paragraph (a) is deemed to be given and received: on the date of delivery or transmission, if given personally or sent by email or fax (or the next Business Day if the date of delivery or transmission is not a Business Day); on the second Business Day following the date of sending by courier; or on the fifth Business Day following the date of sending, if sent by registered mail. If a postal stoppage or interruption occurs, notices shall not be sent by registered mail, and any notice sent by registered mail within 5 Business Days prior to the commencement of the postal stoppage or interruption must be re-sent by another means in order to be effective. For purposes of this section 14, Business Day includes Remembrance Day, if it falls on a day other than Saturday or Sunday, and Easter Monday.

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- (c) If either party wishes to receive written notice under this Addendum at an address/contact number other than those identified on page 2 of this Addendum, then the party shall send written notice of the change of address, fax number, or email address to the other party in accordance with paragraph (b) above.
- (d) Time periods within which or following which any act is to be done shall be calculated by excluding the day of delivery or transmission and including the day on which the period ends.
- (e) Time periods shall be calculated using calendar days including Business Days but subject to paragraphs (f), (g) and (h) below.
- (f) Where the time for making a claim under this Addendum expires on a day that is not a Business Day, the claim may be made on the next Business Day.
- (g) Prior notice periods that begin on a day that is not a Business Day shall begin on the next earlier Business Day, except that notices may be sent and/or received on Remembrance Day, if it falls on a day other than Saturday or Sunday, or Easter Monday.
- (h) Every Critical Date must occur on a Business Day. If the Vendor sets a Critical Date that occurs on a date other than a Business Day, the Critical Date is deemed to be the next Business Day.
- (i) Words in the singular include the plural and words in the plural include the singular.
- (j) Gender-specific terms include both sexes and include corporations.

15. Disputes Regarding Termination

- (a) The Vendor and Purchaser agree that disputes arising between them relating to termination of the Purchase Agreement under section 11 shall be submitted to arbitration in accordance with the *Arbitration Act, 1991* (Ontario) and subsection 17(4) of the ONHWP Act.
- (b) The parties agree that the arbitrator shall have the power and discretion on motion by the Vendor or Purchaser or any other interested party, or of the arbitrator's own motion, to consolidate multiple arbitration proceedings on the basis that they raise one or more common issues of fact or law that can more efficiently be addressed in a single proceeding. The arbitrator has the power and discretion to prescribe whatever procedures are useful or necessary to adjudicate the common issues in the consolidated proceedings in the most just and expeditious manner possible. The *Arbitration Act, 1991* (Ontario) applies to any consolidation of multiple arbitration proceedings.
- (c) The Vendor shall pay the costs of the arbitration proceedings and the Purchaser's reasonable legal expenses in connection with the proceedings unless the arbitrator for just cause orders otherwise.
- (d) The parties agree to cooperate so that the arbitration proceedings are conducted as expeditiously as possible, and agree that the arbitrator may impose such time limits or other procedural requirements, consistent with the requirements of the *Arbitration Act, 1991* (Ontario), as may be required to complete the proceedings as quickly as reasonably possible.
- (e) The arbitrator may grant any form of relief permitted by the *Arbitration Act, 1991* (Ontario), whether or not the arbitrator concludes that the Purchase Agreement may properly be terminated.

For more information please visit www.tarion.com



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SCHEDULE A

Types of Permitted Early Termination Conditions

1. The Vendor of a condominium home is permitted to make the Purchase Agreement conditional as follows:

- (a) upon receipt of Approval from an Approving Authority for:
- (i) a change to the official plan, other governmental development plan or zoning by-law (including a minor variance);
 - (ii) a consent to creation of a lot(s) or part-lot(s);
 - (iii) a certificate of water potability or other measure relating to domestic water supply to the home;
 - (iv) a certificate of approval of septic system or other measure relating to waste disposal from the home;
 - (v) completion of hard services for the property or surrounding area (i.e., roads, rail crossings, water lines, sewage lines, other utilities);
 - (vi) allocation of domestic water or storm or sanitary sewage capacity;
 - (vii) easements or similar rights serving the property or surrounding area;
 - (viii) site plan agreements, density agreements, shared facilities agreements or other development agreements with Approving Authorities or nearby landowners, and/or any development Approvals required from an Approving Authority; and/or
 - (ix) site plans, plans, elevations and/or specifications under architectural controls imposed by an Approving Authority.
- The above-noted conditions are for the benefit of both the Vendor and the Purchaser and cannot be waived by either party.

- (b) upon:
- (i) receipt by the Vendor of confirmation that sales of condominium dwelling units have exceeded a specified threshold by a specified date;
 - (ii) receipt by the Vendor of confirmation that financing for the project on terms satisfactory to the Vendor has been arranged by a specified date;
 - (iii) receipt of Approval from an Approving Authority for a basement walkout; and/or
 - (iv) confirmation by the Vendor that it is satisfied the Purchaser has the financial resources to complete the transaction.
- The above-noted conditions are for the benefit of the Vendor and may be waived by the Vendor in its sole discretion.

2. The following definitions apply in this Schedule:

“Approval” means an approval, consent or permission (in final form not subject to appeal) from an Approving Authority and may include completion of necessary agreements (i.e., site plan agreement) to allow lawful access to and use and occupancy of the property for its intended residential purpose.

“Approving Authority” means a government (federal, provincial or municipal), governmental agency, Crown corporation, or quasi-governmental authority (a privately operated organization exercising authority delegated by legislation or a government).

3. Each condition must:

- (a) be set out separately;
- (b) be reasonably specific as to the type of Approval which is needed for the transaction; and
- (c) identify the Approving Authority by reference to the level of government and/or the identity of the governmental agency, Crown corporation or quasi-governmental authority.

4. For greater certainty, the Vendor is not permitted to make the Purchase Agreement conditional upon:

- (a) receipt of a building permit;
- (b) receipt of an occupancy permit; and/or
- (c) completion of the home.



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Schedule "B"

Adjustments to Purchase Price or Balance Due on Closing.

PART I Stipulated Amounts/Adjustments - These are additional charges, fees or other anticipated adjustments to the final Purchase Price or balance due on Closing, the dollar value of which is stipulated in the Purchase Agreement and set out below .

#	Reference in Purchase Agreement	Description
1.	Schedule "E", 14(h)	A \$250.00 administrative fee shall be charged to the Purchaser for any direct deposit or cheque paid for a deposit, the monthly occupancy fee or for any upgrades which is not honoured or accepted by the Purchaser's bank for any reason, including a cheque returned N.S.F. or upon which a "stop payment" has been ordered.
2.	Schedule "E", 14(l)	A \$250.00, plus Applicable Taxes, administrative fee shall be charged to the Purchaser for each sum that the Vendor permits to be paid to the Vendor's solicitor on account of the Purchase Price for the Unit by wire transfer or direct deposit. An administrative fee of \$250.00, plus Applicable Taxes, per occurrence, if the Vendor's solicitor's wire transfer and direct deposit form, which may be amended by the Vendor's solicitor from time to time, are not complied with and a wire transfer or direct deposit is made on account of the Purchase Price.
3.	Schedule "E", 14(m)	A \$250.00, plus Applicable Taxes, administrative fee shall be charged to the Purchaser for (i) each deposit cheque in the possession of the Vendor's solicitors that the Vendor permits to be exchanged for a replacement cheque or deposited on a later date than the date indicated on the face of said cheque; or (ii) for any amendments executed by the Vendor at the request of the Purchaser.
4.	Schedule "E", 14(o)	A \$50.00, plus Applicable Taxes, administrative fee shall be charged to the Purchaser for each cheque tendered pursuant to this Agreement representing a reasonable reimbursement of the costs incurred or to be incurred by the in fulfillment of the requirements of Subsection 81 (6) of the Act.
6.	Schedule "E", 37(a)	The Purchaser shall reimburse the Vendor as an adjustment on closing for any additional legal costs that the Vendor may incur to complete this transaction under ERS of \$250.00, plus Applicable Taxes.

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Condominium Form
(Tentative Occupancy Date)

PART 2 All Other Adjustments - to be determined in accordance with the terms of the Purchase Agreement These are additional charges, fees or other anticipated adjustments to the final purchase price or balance due on Closing, the dollar value of which will be determined after signing the Purchase Agreement, all in accordance with the term of the Purchase Agreement

#	Reference in Purchase Agreement	Description
1.	Schedule "E", 14(a)	Contribution towards the common expenses and any adjustment of Occupancy Fees as of the Unit Transfer Date, if applicable.
2.	Schedule "E", 14(b)	An amount estimated by the Vendor to be payable monthly to the Condominium Corporation on account of common expenses.
3.	Schedule "E", 14(c)	Any prepaid or current expense, such as gas, electricity, fuel, water, heating and cooling which shall be adjusted by attributing to the Purchaser's unit its share of such expenses, as determined by its proportionate contribution to the common expenses or which are assessed against the Unit directly, and any charges paid by the Vendor to a utility which is attributable to the Unit and/or the Condominium, including, without limitation, any charges and deposits (which shall be adjusted equally among the residential units) for the connection or energization of any water, sewage, gas, electricity, heating and cooling services to the Unit and/or Condominium, or the installation of a meter for same and the cost of such meters, notwithstanding that the Purchaser shall not own such meter, unless such charges are included in common expenses.
4.	Schedule "E", 14(d)	Realty taxes (including local improvement rates) on the Unit, charged in accordance with the terms of Section 14(d) of Schedule "E" of the Purchase Agreement.
5.	Schedule "E", 14(e)	The transaction levy surcharge imposed upon the Vendor or its solicitors by the Law Society of Upper Canada plus Applicable Taxes.
6.	Schedule "E", 14(f)	The enrolment and/or regulatory fees, plus Applicable Taxes, paid by the Vendor for the Real Property under, pursuant to or as a requirement or prerequisite of any governmental authority and any of the following: the New Homes Warranty Plan Act, New Home Construction Licensing Act, 2017, or by any of the regulators or authorities pursuant to the foregoing, including, without limitation, the Taron Warranty Corporation and/or the Home Construction Regulatory Authority.
7.	Schedule "E", 14(j)	The charge with respect to the provision of a status certificate
8.	Schedule "E", 14(k)	Any increase after the date of execution of this Agreement by the Purchaser in any levy, development charge, education development charge, cash in lieu of parkland dedication payment, impost charge, fee or assessment (collectively, the "Existing Levy") imposed as of that date by the municipality, the public or separate school board or any other authority having jurisdiction and/or any of the aforesaid authorities impose a new or any other levy, development charge, impost charge, fee or assessment (collectively referred to as the "New Levy") under the Development Charges Act, the Education Act, or any other legislation after the date of execution of this Agreement then, the Purchaser shall pay the increase to the Existing Levy and/or amount of the New Levy, as the case may be, as an adjustment on the Unit Transfer Date plus Applicable Taxes exigible thereon. If the increase to the Existing Levy or the amount of the New Levy is assessed against, charged or imposed against the Condominium as a whole and not against the whole or any part of the Unit separately, then the Vendor shall be entitled to a proportional reimbursement on the adjustments apportioned among the residential units as contemplated in Section 14(c)
9.	Schedule "E", 14(n)	The fees (including, without limitation, any security deposit and administration fee) for electricity, water and/or heating and cooling services, and/or the party monitoring consumption of same to the Unit shall be adjusted for the month of closing with the Purchaser being responsible for such costs from and after the Occupancy Date.
10.	Schedule "E", 14	The Purchaser, shall, at the Purchaser's own cost and expense, be responsible for the payment of the HST and all other taxes, value added taxes, sales taxes, use taxes or transfer taxes and any increases thereof which may be applicable (collectively the "Applicable Taxes") on all closing adjustments and amounts payable for extras, changes, upgrades, fees and charges.
11.	Schedule "E", 14	If the Vendor believes, for whatever reason, that the Purchaser does not qualify for the Rebate, regardless of any documentation provided by or on behalf of the Purchaser (including any statutory declaration sworn by the Purchaser) to the contrary, and the Vendor's belief or position on this matter is communicated to the Purchaser or the Purchaser's solicitor on or before the Unit Transfer Date, then the Purchaser shall be obliged to pay by certified cheque delivered on Unit Transfer Date, an amount equivalent to the Rebate, in addition to the Purchase Price.
12.	Schedule "E", 14	In the event that the Vendor, as a pre-requisite to the procurement and provision of any utility service to the Condominium is required to pay or provide any public utility authority or service supplier with cash security or a letter of credit (hereinafter the "Utility Security Deposit"), then in such circumstances the Vendor shall be entitled to a proportionate reimbursement of the Utility Security Deposit from the Purchaser, by charging the Purchaser in the Statement of Adjustments with that portion of the Utility Security Deposit, which proportion is calculated by multiplying the Utility Security Deposit by the common interest percentage allocation referable to the Unit, as set forth in the declaration.
13.	Schedule "E", 29	Discharges to be at the expense of the Purchaser, being a fee of \$150.00 plus Applicable Taxes in total, irrespective of the number of Discharges required.



APPENDIX TO ADDENDUM
TO AGREEMENT OF PURCHASE AND SALE
EARLY TERMINATION CONDITIONS

The Early Termination Conditions referred to in section 6 of the Taron Addendum are as follows:

SECTION A:

CONDITIONS PERMITTED IN PARAGRAPH 6(j) OF THE TARION ADDENDUM

1. Description of Early Termination Condition:

This Agreement is conditional until Closing upon compliance with the subdivision control provisions (Section 50) of the *Planning Act* (Ontario), as amended from time to time, which compliance shall be obtained by the Vendor at its sole expense , by Closing.

2. Description of Early Termination Condition:

This Agreement is conditional until Closing upon registration of the declaration and description for the Condominium under the *Condominium Act, 1998*, as amended from time to time, which compliance shall be obtained by the Vendor at its sole expense , by Closing.

SECTION B:

CONDITIONS PERMITTED IN PARAGRAPH 1 (a) OF SCHEDULE "A" TO THE TARION ADDENDUM

3. Description of Early Termination Condition:

This Agreement is conditional on the Vendor's receipt of final site plan approval from all governmental authorities having jurisdiction in connection with a site plan application, with reference number 1850874 WET 05 SA, submitted in respect of the Lands, as well as the expiration of the related appeal period either with no appeals raised or if any appeal is raised, a final resolution of such appeal(s) upholding the final approval. The foregoing condition shall be satisfied by January 1, 2023 (the "Satisfaction Date"). The Vendor shall provide written notice not later than five (5) Business Days after the Satisfaction Date, stating either that: (A) the foregoing condition has been satisfied; or (B) the foregoing condition has not been satisfied and as a result, the Agreement may be terminated. In the event that the Vendor does not provide notice as herein provided, this Agreement shall be deemed to be null and void.

4. Description of Early Termination Condition:

This Agreement is conditional on the receipt of final approval from all governmental authorities having jurisdiction in connection with the zoning by-law amendment application, with reference number 17244663 WET 05 OZ, submitted in respect of the Lands, as well as the expiration of the related appeal period either with no appeals raised or if any appeal is raised, a final resolution of such appeal(s) upholding the final approval. The foregoing condition is inserted for the benefit of both parties and cannot be waived by either party. The foregoing condition shall be satisfied by January 1, 2023 (the "Satisfaction Date"). The Vendor shall provide written notice not later than five (5) Business Days after the Satisfaction Date, stating either that: (A) the foregoing condition has been satisfied; or (B) the foregoing condition has not been satisfied and as a result, the Agreement is terminated . In the event that the Vendor does not provide notice as herein provided , this Agreement shall be deemed to be null and void .

5. Description of Early Termination Condition:

This Agreement is conditional on the full completion of hard services for the Lands and surrounding area, which includes the roads, water lines, sewage lines, and all other utilities, such that all of the foregoing are fully completed, installed and operational. The foregoing condition is inserted for the benefit of both parties and cannot be waived by either party. The foregoing condition shall be satisfied by January 1, 2023 (the "Satisfaction Date"). The Vendor shall provide written notice not later than five (5) Business Days after the Satisfaction Date, stating either that: (A) the foregoing condition has been satisfied; or (B) the foregoing condition has not been satisfied and as a result, the Agreement is terminated. In the event that the Vendor does not provide notice as herein provided, this Agreement shall be deemed to be null and void.

6. Description of Early Termination Condition:

This Agreement is conditional on the Vendor entering into all binding shared facilities agreements that are reasonably required in connection with the Lands or any part thereof with all governmental authorities having jurisdiction and with all nearby landowners. The foregoing condition is inserted for the benefit of both parties and cannot be waived by either party. The foregoing condition shall be satisfied by January 1, 2023 (the "Satisfaction Date"). The Vendor shall provide written notice not later than five (5) Business Days after the Satisfaction Date, stating either that: (A) the foregoing condition has been satisfied; or (B) the foregoing condition has not been satisfied and as a result, the Agreement is terminated. In the event that the Vendor does not provide notice as herein provided, this Agreement shall be deemed to be null and void.

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7. **Description of Early Termination Condition:**

This Agreement is conditional on the Vendor obtaining all reasonably required easements over abutting lands in favour of the Lands, as well as the Vendor obtaining non-provisional, final consent from all governmental authorities having jurisdiction in connection with all such easements. The foregoing condition is inserted for the benefit of both parties and cannot be waived by either party. The foregoing condition shall be satisfied by January 1, 2023 (the "Satisfaction Date"). The Vendor shall provide written notice not later than five (5) Business Days after the Satisfaction Date, stating either that: (A) the foregoing condition has been satisfied; or (B) the foregoing condition has not been satisfied and as a result, the Agreement is terminated. In the event that the Vendor does not provide notice as herein provided, this Agreement shall be deemed to be null and void.

SECTION C:

CONDITIONS PERMITTED IN PARAGRAPH 1(b) OF SCHEDULE "A" TO THE TARION ADDENDUM

8. **Description of Early Termination Condition:**

This Agreement is conditional upon the Vendor entering into binding agreements of purchase and sale for the sale of at eighty (80%) percent of the dwelling units within the Condominium.

The date by which this condition is to be satisfied is by January 1, 2022.

9. **Description of Early Termination Condition:**

This Agreement is conditional upon the Vendor receiving confirmation that financing for the project (including the construction thereof) on terms satisfactory to it in its sole and absolute discretion has been arranged and is available.

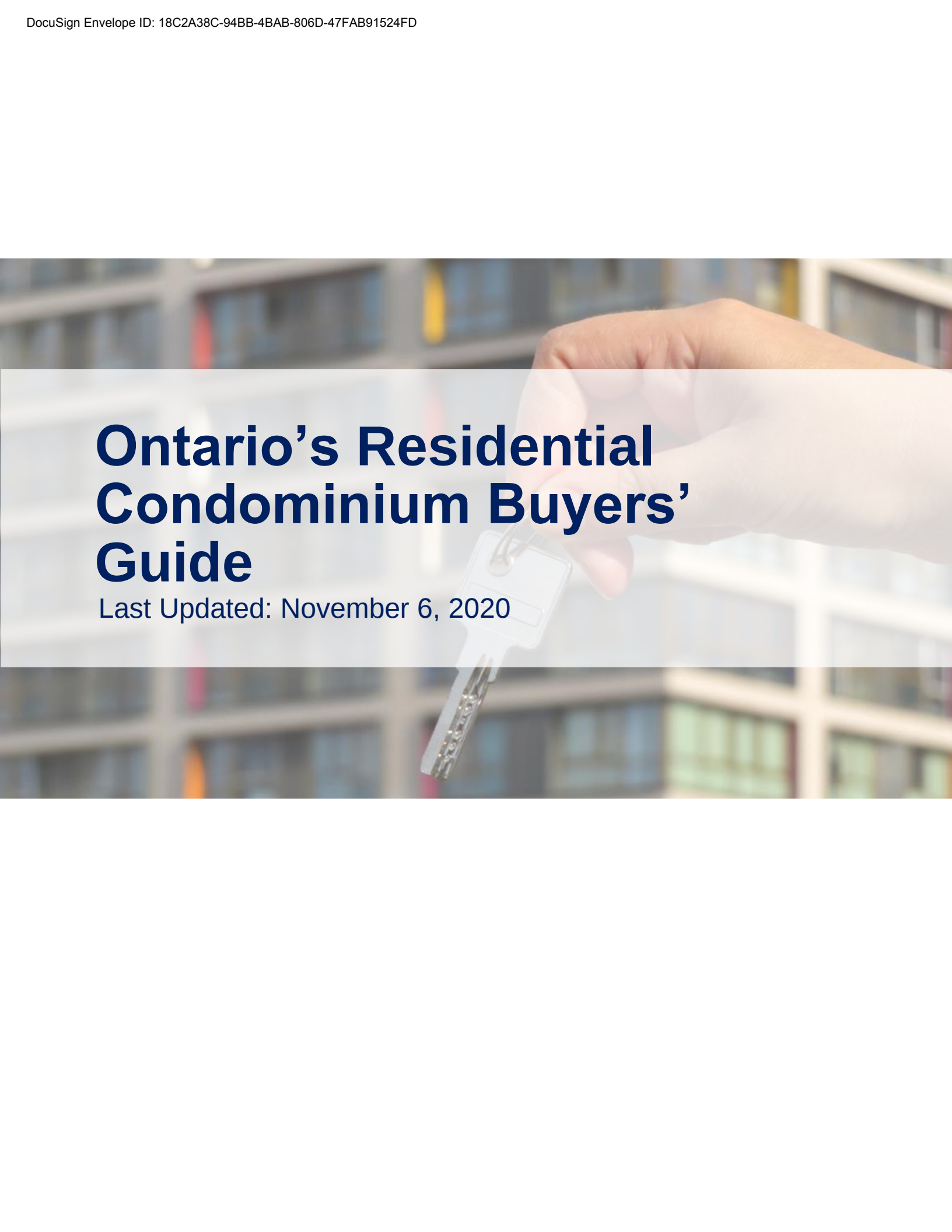
The date by which this Condition is to be satisfied is by January 1, 2022.

10. **Description of Early Termination Condition:**

This Agreement is conditional upon the Vendor being satisfied, in its sole and absolute discretion that the Purchaser has the financial resources to complete the transaction contemplated in this Agreement. The Vendor shall have sixty (60) days following the later of: (A) the date of acceptance of this Agreement by the Vendor; and (B) the satisfaction or waiver by the Purchaser of the Purchaser's financing condition permitted under paragraph 6(k) of the Addendum, if applicable, to satisfy itself with respect to the Purchaser having the financial resources to complete the transaction contemplated in this Agreement. The Purchaser covenants and agrees to provide all requisite information and materials including proof respecting income and source of funds or evidence of a satisfactory mortgage approval signed by a lending institution or other mortgagee acceptable to the Vendor, confirming that the said lending institution or acceptable mortgagee will be advancing funds to the Purchaser sufficient to pay the balance due on the Closing Date, as the Vendor may require to determine whether or not the Purchaser has the financial resources to complete the transaction contemplated in this Agreement.

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Ontario's Residential Condominium Buyers' Guide

Last Updated: November 6, 2020

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

Purpose

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

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

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

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

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

Important Information Regarding Governing Documents

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

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

Key Information for Buyers of Pre-Construction Residential Condo Units

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

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

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

Key Information for Buyers of Resale Residential Condo Units

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

- Introduction
- Part 1.3: Buying a Resale Condominium Unit

Key Information for Condominium Owners

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

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

Next Steps

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

Additional information on the above can also be found on the CAO's website at www.thecao.ca.

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

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

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

Ontario's Residential Condominium Buyers' Guide

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Introduction

What is a Condominium?

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

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

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

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

Different Kinds of Condominiums

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

1. Standard Condominium

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

2. Phased Condominium

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

3. Vacant Land Condominium

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

4. Common Elements Condominium

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

Leasehold Condominium

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

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

Part 1: Buying a Condominium Unit

1.1 Before you Buy a Condominium Unit

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

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

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

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

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

1.2 Buying a Pre-Construction Condominium Unit

Documents to Review

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

1. Pre-construction Agreement of Purchase and Sale

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

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

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

3. Tarion Addendum

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

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

4. Disclosure Statement

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

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

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

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

Deposits

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

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

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

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

Cooling Off Period and Rescission of Agreement

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

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

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

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

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

Occupancy Dates & Delayed Occupancy

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

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

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

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

Condo Cancellations

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

These conditions may include, but are not limited to:

- Failure to sell enough units,

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

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

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

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

1.3 Buying a Resale Condominium Unit

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

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

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

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

Documents to Review

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

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

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

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

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

1.4 Leasing Your Unit

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

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

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

Part 2: Moving into a Pre-Construction Condominium Unit

2.1 Interim Occupancy

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

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

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

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

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

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

2.2 Creating the Condominium Corporation

Condominium Registration Process

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

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

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

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

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

- A survey showing the boundaries of the property;

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

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

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

Declarant-controlled boards

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

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

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

Turn-over Meetings

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

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

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

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

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

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

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

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

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

First-Year Budget

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

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

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

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

2.3 Tarion and the Ontario New Home Warranties Plan Act

What is Tarion?

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

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

What is The Home Construction Regulatory Authority?

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

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

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

New Home Warranties Plan Act and Coverage

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

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

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

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

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

Pre-Delivery Inspection

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

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

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

Builder Registration/Licensing

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

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

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

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

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

Part 3: Condominium Living

3.1 Introduction to Condominium Living

Your Unit and Common Elements

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

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

Exclusive Use Common Elements

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

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

Rights and Obligations of Owners

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

Rights

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

Obligations

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

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

3.2 Condominium Governance

Board of Directors and Board Responsibilities

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

The board has certain responsibilities such as:

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

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

Duties of Directors and Required Disclosures

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

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

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

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

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

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

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

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

Election Process

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

Requirements for Being a Director

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

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

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

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

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

Director Training Requirements

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

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

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

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

Meetings and Quorum

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

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

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

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

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

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

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

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

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

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

Voting by Proxy and Voting Method

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

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

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

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

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

Notices

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

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

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

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

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

Information Certificates

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

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

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

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

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

Records Requirements and Process to Request or Examine Records

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

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

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

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

3.3 Condominium Corporation Governing Documents

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

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

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

The governing documents must be consistent with the Condo Act.

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

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

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

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

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

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

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

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

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

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

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

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

3.4 Condominium Finances

Reserve Funds

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

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

Common Expenses

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

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

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

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

How are Common Expense Fees Calculated?

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

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

Liens

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

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

Special Assessments

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

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

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

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

Chargebacks

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

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

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

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

Condo Insurance

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

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

Standard Unit

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

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

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

Deductibles

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

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

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

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

3.5 Living in Units and Using Common Elements

Units vs. the Common Elements

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

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

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

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

Repair and Maintenance Obligations

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

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

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

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

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

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

Making Changes to Your Unit

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

Modifications to the Common Elements by Owners

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

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

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

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

Right of Entry

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

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

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

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

3.6 Condominium Management

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

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

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

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

Part 4: Resources for Issues Resolution

4.1 Raising Issues with your Condominium Board

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

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

1. Writing a Letter to the Board

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

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

2. Requisitioning a Meeting of Owners

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

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

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

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

3. Raising Issues at an AGM

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

4. Seeking Legal Advice

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

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

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

4.2 The Condominium Authority of Ontario

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

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

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

Currently, the CAT resolves certain disputes relating to:

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

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

4.3 Condominium Management Regulatory Authority of Ontario

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

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

Handling Complaints

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

- Attempt to mediate or resolve the complaint;

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

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

4.4 Compliance and Enforcement Mechanisms

Responsibility to Comply with the Condo Act

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

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

Mediation, Arbitration, and Compliance Orders

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

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

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

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

Offences Under the Condo Act

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

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

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

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

Part 5: Glossary of Key Terms

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

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

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

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

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

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

Common Elements: All condo property except units.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONDOMINIUM DOCUMENTS

Queenswell Ltd.

**Kazmir Condos
880-890 The Queensway, Toronto**

Standard Condominium

Kazmir Condos

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(Under Subsection 72(4) of the *Condominium Act*, 1998)

Declarant's Name: Queenswell Ltd.

Declarant's Municipal Address: 331 Cityview Blvd., Unit 300
Vaughan, Ontario
L4H 3M3

Brief legal description of the property/proposed property:

Part of the lands described as Part of Lot 10 in 2nd Meridian Concession, City of Toronto, designated as Parts ____ on Reference Plan 66R-undeposited, being part of PINs 07526-0306 (LT), 07526-0307 (LT), 07526-0308 (LT), 07526-0309 (LT), 07526-0310 (LT)

Mailing address of the property/proposed property:

Not yet available

Municipal address of the property/proposed property:

6 Chartwell Road, Toronto

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

The Table of Contents is a guide to where the disclosure statement deals with some of the more common areas of concern to purchasers. Purchasers should be aware that the disclosure statement, which includes a copy of the existing or proposed declaration, by-laws and rules, contains provisions that are of significance to them, only some of which are referred to in this Table of Contents.

Purchasers should review all documentation.

In this Table of Contents,

“**unit**” or “**units**” include proposed unit or units;

“**common elements**” includes proposed common elements;

“**common interest**” includes proposed common interest; and

“**property**” includes proposed property.

This disclosure statement deals with significant matters, including the following:

	Matter		Specify the article, paragraph (and/or clause) and page number where the matter is dealt with in the disclosure statement
1.	The Corporation is a freehold condominium corporation that is a standard condominium corporation.		Refer to: Part D, Section 1 of the Disclosure Statement Section 3 of the Declaration
2.	The property or part of the property is or may be subject to the <i>Ontario New Home Warranties Plan Act</i> .	Yes <u> X </u> No _____	Refer to: Part G, subsection (d) of the Disclosure Statement
3.	The common elements and the units are enrolled or are intended to be enrolled in the Plan within the meaning of the <i>Ontario New Home Warranties Plan Act</i> in accordance with the regulations made under that Act. Note: Enrolment does not necessarily mean that claimants are entitled to warranty coverage. Entitlement to warranty coverage must be established under the <i>Ontario New Home Warranties Act</i>.	Yes <u> X </u> No _____	Refer to: Part G, subsection (d) of the Disclosure Statement
4.	A building on the property or a unit has been converted from a previous use.	Yes _____ No <u> X </u>	Refer to: Part G, subsection (e) of the Disclosure Statement
5.	One or more units or a part of the common elements may be used for commercial or other purposes not ancillary to residential purposes.	Yes _____ No <u> X </u>	Refer to: Part G, subsection (f) of the Disclosure Statement
6.	A provision exists with respect to pets on the property.	Yes <u> X </u> No _____	Refer to: Part G, subsection (o) of the Disclosure Statement Sections 14(f), 21(j) of the Declaration Rules
7.	There exist restrictions or standards with respect to the use of common elements or the occupancy or use of units that are based on the nature or design of the facilities and services on the property or on other aspects of the buildings located on the property.	Yes <u> X </u> No _____	Refer to: Parts 3, 4 and 5 of the Declaration Rules
8.	The Declarant intends to lease a portion of the units.	Yes _____ No <u> X </u>	Refer to: Part G, subsection (g) of the Disclosure Statement

9.	The common interest appurtenant to one or more units differs in an amount of 10 per cent or more from that appurtenant to any other unit of the same type, size and design.	Yes _____	No <u> X </u>	Refer to: Schedule “D” to the Declaration
10.	The amount that the owner of one or more units is required to contribute to the common expenses differs in an amount of 10 per cent or more from that required of the owner of any other unit of the same type, size and design.	Yes _____	No <u> X </u>	Refer to: Schedule “D” to the Declaration
11.	One or more units are exempt from a cost attributable to the rest of the common units.	Yes <u> X </u>	No _____	Refer to: Part G, subsection (h) of the Disclosure Statement
12.	There is an existing or proposed by-law establishing what constitutes a standard unit.	Yes <u> X </u>	No _____	Refer to: Proposed Corporation By-law No. 6
13.	Part or the whole of the common elements are subject to a lease or licence.	Yes <u> X </u>	No _____	Refer to: Part D, Section 3 (i) of the Disclosure Statement
14.	Parking for owners is allowed: (a) in or on a unit; (b) on the common elements (c) on a part of the common elements of which an owner has exclusive use. There are restrictions on parking.	Yes <u> X </u> Yes _____ Yes _____ Yes <u> X </u>	No _____ No <u> X </u> No <u> X </u> No _____	Refer to: Part D, Section 3 (i) of the Disclosure Statement Rule 9(n) of the Rules N/A Section 19 and 22 of the Declaration Rule 9 of the Rules
15.	Visitors must pay for parking. There is visitor parking on the property.	Yes _____ Yes <u> X </u>	No <u> X </u> No _____	Refer to: Part D, Section 3(i) of the Disclosure Statement
16.	The declarant may provide major assets and property, even though it is not required to do so.	Yes _____	No <u> X </u>	Refer to: N/A

17.	The Corporation is required: (a) to purchase units or assets; (b) to acquire services; The Corporation will enter into a Management Agreement (c) to enter into agreements or leases with the declarant or a subsidiary body corporate, holding body corporate or affiliated body corporate of the declarant. The Corporation will enter into or assume the Reciprocal Operating Agreement with the Commercial Component	Yes <u>X</u> Yes <u>X</u> Yes <u>X</u>	No _____ No _____ No _____	Refer to: Part D, Section 3 and Part G, subsection (j) of the Disclosure Statement Section 22(d) of the Declaration Part F, subsection (l) of the Disclosure Statement Part D, Sections 7, 8 of the Disclosure Statement
18.	The declarant or a subsidiary body corporate, holding body corporate or affiliated body corporate of the declarant owns land adjacent to the land described in the description.	Yes _____	No <u>X</u>	Refer to: Part G, subsection (l) of the Disclosure Statement
19.	To the knowledge of the Declarant, the Corporation intends to amalgamate with another corporation or the Declarant intends to cause the Corporation to amalgamate with another corporation within 60 days of the date of registration of the declaration and description for the Corporation.	Yes _____	No <u>X</u>	Refer to: Part G, subsection (i) of the Disclosure Statement
20.	Not applicable.			
21.	Not applicable.			
22.	Not applicable.			
23.	Not applicable.			
24.	Not applicable.			
25.	Not applicable.			
26.	Not applicable.			
27.	Not applicable			

The Purchaser's rights under the *Condominium Act, 1998* to rescind an agreement of purchase and sale are set out at Schedule XII to the Disclosure Statement.

This Disclosure Statement was made this 25th day of May, 2021.

Disclosure Statement

DISCLOSURE STATEMENT
(under Section 72 of the *Condominium Act, 1998*)

This disclosure statement is delivered to the purchaser of each proposed residential unit pursuant to the *Condominium Act, 1998*, S.O. 1998, c.19, and the regulations made thereunder, as amended from time to time (all of which are hereinafter collectively referred to as the "Act"). All terms referred to in this disclosure statement and which are defined in the Act shall have the meaning as defined in the Act unless the context herein otherwise requires.

A. TABLE OF CONTENTS

The Table of Contents forms part of this disclosure statement.

B. DATE OF DISCLOSURE STATEMENT

This disclosure statement is made this 25th day of May, 2021.

C. NAME AND ADDRESSES OF DECLARANT AND PROPERTY

The name and municipal address of the proposed declarant (the "Declarant"), the mailing and municipal address of the proposed property and a brief legal description of the proposed property (the "Property") are as follows:

Declarant: Queenswell Ltd.
 331 Cityview Blvd., Unit 300
 Vaughan, Ontario
 L4H 3M3

Property: Part of the lands described as Part of Lot 10 in 2nd Meridian Concession, City of Toronto, designated as Parts ____ on Reference Plan 66R-undeposited, being part of PINs 07526-0306 (LT), 07526-0307 (LT), 07526-0308 (LT), 07526-0309 (LT), 07526-0310 (LT)

Municipal Address: 6 Chartwell Road, Toronto

The mailing address is not yet available.

D. GENERAL DESCRIPTION OF THE PROJECT

Section 1 – Type of Condominium

The proposed condominium ("Condominium") is a freehold condominium corporation that is a standard condominium corporation. The condominium corporation to be created upon registration of the declaration and description of the Condominium upon the Property is herein referred to as the ("Corporation").

Section 2 – Division and Composition of the Overall Site

The Condominium will form part of a development (the "Development") on the lands known as 880-890 The Queensway, Toronto. The Condominium will be assigned a new municipal address of 6 Chartwell Road, Toronto. The Development will be bounded by Chartwell Road to the east, and The Queensway to the south, an existing condominium building known as The Hive Lofts (51 Lady Bank Road) to the west, and a new extension of a public lane to the north, beyond which is existing low rise residential lands. The new public lane may temporarily be a private lane. The overall site on which the Development is proposed is herein referred to as the "Development Lands". The Condominium will be located within a portion of the Development Lands. The remainder of the Development Lands will be the Commercial Component described further below.

The Development will consist of a single 8 storey (plus mechanical penthouse) midrise building, approximately 26 metres in height, with two underground levels (the "Building").

Purchasers are advised that various details and aspects of the Development have not been fully determined and are subject to change and modification from time to time by the Declarant. Any advertisements and depictions of the Declarant, including without limitation, character, number, location and heights of buildings, are subject to change and modification in the sole and absolute discretion of the Declarant.

The Building will contain the Condominium and a Commercial Component. The Commercial Component is not currently intended to form a part of the Condominium. It is intended to be a separate component within the Building and is intended to be developed as a separate freehold ownership which will be further subdivided. The Declarant reserves the right to develop the Commercial Component as part of a separate condominium. In the event that the Declarant determines that the Commercial Component will be a part of the Condominium, the Commercial Component would then be delineated in additional units and included within the Condominium, and this shall not constitute a material change within the meaning of the Act.

The Condominium and the Commercial Component are intended to function as a joint project in which various services, facilities, walkways and other features will be shared and sufficient easements shall be granted to enable the occupants, guests and invitees of the Condominium and the Commercial Component to have access to the respective properties as explained herein.

The condominium corporations created upon the registration of the Condominium is hereinafter referred to as the "Corporation".

Section 3 – Description of the Building and Units

(i) Residential Units, Parking Units, Locker Units, and Combined Parking/Locker Units

The Building will contain the Condominium and the Commercial Component. The Building will have 2 underground levels containing the parking garage, lockers and various building facilities. Refer to Section 2 in respect of alternate ways in which the development may be completed, which shall not constitute a material change within the meaning of the Act.

Vehicular access to the Building, including the underground parking garage of the Condominium as well as outdoor parking for the Commercial Component and shared loading facilities (being part of the Commercial Component), will be from the public lane at the north property line, which connects to Lady Bank Road to the west, and will be extended to connect to Chartwell Road to the east.

Pedestrian access to the Commercial Component will principally be multiple entry points on The Queensway and off Chartwell Road at the southeast corner of the Building, each directly to the Commercial Component. Pedestrian access to the residential portions of the Building, including the Condominium will be principally located off of Chartwell Road on the east side of the Building. A shared entry is located on the north side of the Building off of the extended public lane.

The Condominium will contain, *inter alia*, 103 residential units (each a "Residential Unit") on levels 2 to 8 inclusive. Parking Units and Locker Units of the Condominium will be located on the 1st and 2nd underground levels of the Building. One Combined Parking/Locker Unit will be located on the 2nd underground level of the Building.

Each Residential Unit owner shall have the exclusive use of portions of the common elements, as described in the declaration (the "Declaration"). Subject to the provisions of the Declaration, by-laws and rules, each Residential Unit owner is responsible for the maintenance and repair of his Residential Unit.

Purchasers are advised that elevator service for the Building is to be provided by one set of two elevators that serve all levels of the Building.

The Condominium will contain approximately 81 parking units located on the 2 underground levels of the Condominium and approximately 8 locker units located on the 2 underground levels of the Condominium, as well as one unit that is intended to be a combined parking and locker unit, where access to the locker is through the parking space, on the second underground level. Such parking units, locker units, and combined parking/locker unit shall be designated by the Declarant in the manner provided for in the Agreement of Purchase and Sale. The Declarant reserves the right to sell or lease any additional parking units and/or locker units to purchasers or tenants of any of the units of the Condominium, the owner(s) or tenants of the Commercial Component or they may be retained by the Declarant. At the discretion of Declarant, the Condominium Corporation may be required to purchase a number of Parking Units (to be determined by the Declarant in its sole discretion) from the Declarant, at a purchase price of no more than \$55,000.00 per Parking Unit, plus HST and Land Transfer Tax.

Visitor parking will be available within the common elements of the Condominium, with approximately 8 visitor parking spaces within the first underground level, and approximately 7 visitor

parking spaces outdoors accessed off of the new public lane at the north side of the Building. Visitor parking is not intended to be shared with the Commercial Component, which will have its own parking spaces outdoors accessed off of the new public lane. The Declarant makes no representation or warranty as to the availability of parking.

Purchasers are also advised that one car sharing space is intended to be located within the common elements of the Condominium, outdoors accessed off of the new public lane at the north side of the Building. This space will be subject of a licence or lease agreement with a car sharing operator, and its use will be subject to the terms of the car sharing operator. The use of the car sharing program will not be limited to owners of Condominium units or the Commercial Component.

The Declarant reserves the right, at its option, to increase or decrease the number of Residential Units, parking units, locker units and/or combined parking/locker units within the Condominium, provided that each purchaser's common expenses will not change materially. Further, and without limiting the generality of the foregoing, the Declarant reserves the right, at its option, to increase or decrease the number of levels within the Condominium, including the underground levels, and any portion of the Building. Accordingly, the purchaser's Residential Unit number, level number, parking unit number and locker unit number may change from that originally proposed in the Agreement of Purchase and Sale or in this Disclosure Statement and any changes contemplated herein shall not constitute a material change within the meaning of the Act.

(ii) Accessible Parking

The Declarant will designate a certain number of parking units as accessible in such number and in such locations as the applicable governmental authority designates. In the event that a person with a disability, as defined pursuant to the provisions of the *Highway Traffic Act*, R.S.O. 1990 c.H.8, purchases or leases a parking unit which is not designated as accessible, and provides notice to the Corporation in writing requesting the use of a handicapped parking unit, the user or any person occupying a handicapped parking unit, provided that user is not a person with a disability, shall upon notice from the Corporation exchange with the person with a disability the right to occupy the accessible parking unit with the parking unit that the person with a disability had the right to occupy. Such exchange of right to uses shall continue until the earlier of (i) the person with a disability ceases to be a person with a disability; or (ii) the person with a disability ceases to have the right to occupy a parking unit. No rent, fees, charges or costs whatsoever shall be charged by the owner, occupant or the Corporation in connection with above noted procedure.

(iii) Energized Parking Units

The Condominium may contain a limited number of Parking Units (the "Energized Parking Units") that will contain an electrical receptacle (the "Electrical Receptacle") for the use of a motor vehicle (an "Electrical Motor Vehicle") that contains an engine that operates in part or solely by an electrical battery. The Declarant reserves the right not to include any Energized Parking Units, or to provide only a conduit for potential future installation. The Energized Parking Units will be for the sole use of the owner (or tenant) of such unit.

Section 4 – Amenities and Facilities

(I) Amenity areas in the Condominium

There will be constructed within the Condominium one or more amenity areas which are intended to form a part of the Common Elements. Amenity areas are intended to consist of the following:

- (a) Indoor bicycle parking on Level 1
- (b) Playroom on Level 1
- (c) Fitness Room on Level 1
- (d) Indoor and Outdoor Amenity areas on Level 6, consisting of:
 - (i) Indoor Party Room
 - (ii) Outdoor Terrace

Construction of the amenities to be contained within the Condominium is anticipated to commence in July 2022 and the proposed date of their completion is May 2025. Please note, however, that the

foregoing anticipated dates may be delayed due to delays in construction commencement, delays due to strikes and other labour disruptions, as well as shortages of material(s) and equipment, or due to inclement weather conditions, or by other causes or events within or beyond the Declarant's control.

It is unlikely that any of the amenities to be contained within the Condominium will be operational and available for use or enjoyment by any unit purchasers during their respective periods of interim occupancy.

The amenities and facilities contained within the Condominium will be available for use by those owners of Residential Units that reside in their respective units, as well as the tenants of non-resident owners, along with their household and invited guests, subject to the Rules of the Condominium. For greater certainty and clarity, owners who do not reside at their Residential Units shall not be permitted to use the amenities and facilities of the Condominium.

Section 5 – Description of the Commercial Component

The Commercial Component will be located on a portion of the 1st level of the Building and will contain an area of approximately 649m² (6980 ft²) of retail space and the loading area to be utilized also by the Condominium pursuant to the Reciprocal Operating Agreement described below, together with outdoor areas that may also be utilized for commercial purposes along The Queensway and a commercial patio with an area of approximately 37m² (399 ft²), although the Declarant reserves the right to increase or decrease the size of the Commercial Component and/or to exclude the exterior areas or any part or parts thereof from the Commercial Component all as may be determined by the Declarant. The Commercial Component shall be used and occupied only for commercial purposes in conformity with all applicable zoning and building by-laws and regulations of the City of Toronto and any other governmental authority having jurisdiction (the foregoing collectively referred to as the "Applicable Zoning By-Laws").

As previously described herein, vehicular access to the Commercial Component is intended to be directly from the new public lane extension at the north limit of the Development Lands, with pedestrian access directly from the exterior from multiple points on The Queensway and from Chartwell Road at the southeast corner of the Building. The Commercial Component will have a separate waste room within the building, and will incorporate parts of the corridor on the ground level (to be accessible also by the Condominium). All necessary easements shall be created and provision made in the Reciprocal Operating Agreement for the sharing of all related costs in respect of such use and access. Shared portions of the Commercial Component also include the loading bay facilities accessed from the future public lane on the north side of the Building, which will be used by both the Commercial Component and the Condominium. The loading bay facilities will be controlled by the Commercial Component, subject to the terms of the Reciprocal Operating Agreement. Shared portions of the Commercial Component also include short term bicycle parking at the north entrance adjacent to the loading area.

Any owner or tenant of the Commercial Component shall be entitled to erect or maintain signs and/or advertising materials within or affixed to windows, exterior walls and doors within the Commercial Component, provided such displays conform with the Applicable Zoning By-Laws and any sign policy established by the owner of the Commercial Component.

The invitees of the Commercial Component are not permitted to make use of any of the facilities or amenities of the Condominium and may not access any parts of the Condominium other than areas required to access the Commercial Component.

Parking for users of the Commercial Component is available outside of the Building on the ground floor, accessed through the new public lane extension. Such parking is not shared with the Condominium, and forms a part of the Commercial Component.

The Declarant advises that it reserves the right to develop the Commercial Component as a separate condominium plan or combine the Commercial Component into the Condominium, in which event all required changes to the applicable documents shall be incorporated, and any changes contemplated herein shall not constitute a material change within the meaning of the Act.

Section 6 – Description of the Reciprocal Operating Agreement

The Corporation and the owners of the Commercial Component shall enter into an agreement (the "Reciprocal Operating Agreement") which will:

- (a) describe and convey the various easements over various parts of the Condominium and various parts of the Commercial Component, including easements for the purposes of
 - (A) pedestrian and vehicular access;
 - (B) support;
 - (C) installing, maintaining, operating, altering, repairing, replacing and inspecting utilities and other servicing systems; and
 - (D) the use and employment of various parts of the development;
- (b) establish the cost sharing mechanism with respect to the expenses of operating, maintaining and replacing the facilities, services, building staff, and portions of the Condominium and Commercial Component which are shared between them, including without limitation, property management, landscaping, snow removal, utilities, general maintenance of sidewalks, mechanical equipment (including storm water retention tank), loading and delivery facilities, shared servicing systems (including fire protection and life safety equipment), and associated facilities and equipment and other mechanical and electrical services and facilities.
- (c) establish as to who will be responsible for the operation, maintenance, repair and replacement of the shared services and facilities described in the preceding paragraph on a permanent basis and provide that initially the Declarant shall control the aforesaid functions; and
- (d) contain such other provisions as are required to give effect to matters therein contained, including provisions for the collection of the amounts due under the Reciprocal Operating Agreement, administration of the matters therein provided, and such other matters as may be deemed appropriate by the Declarant, in its sole and absolute discretion.

The cost sharing pursuant to the Reciprocal Operating Agreement is intended to be shared on the basis of the proportionate floor area of the Condominium and the Commercial Component, provided that such proportion may be adjusted in order to properly reflect the respective uses by each component of the various shared facilities in an equitable manner. Purchasers are advised that while the exact percentages and proportions are not determined at this time, the amounts in the Budget reflect the expected costs attributable to the Condominium with respect to such shared facilities and costs.

Section 7 – Budget Statement

A Budget Statement for the one year period immediately following registration of the Declaration and the Description is included with this Disclosure Statement. Purchasers are advised that the Budget Statement which accompanies this Disclosure Statement shall, as aforesaid, be increased at the rate of 6.5% per annum after July 1, 2024. In the event that registration occurs sometime thereafter, then the Budget Statement (and all figures reflecting expenses set forth therein) shall be increased by an inflation factor of 6.5% per annum compounded. In such event, purchasers acknowledge and agree that they shall be bound by such revised budget and the acceptance of such revised budget should not be construed as a material change to the Disclosure Statement. Furthermore, nothing set forth in the Budget Statement should be construed or interpreted as a representation or warranty that the actual registration of the Condominium shall take place by the date noted above, namely July 1, 2024.

One of the largest components of the Budget Statement is the cost attributed to utilities. Purchasers are advised that, as a result of uncertainty in the utility distribution markets, the Declarant's reasonable assumptions regarding such utility costs may be incorrect as a result of circumstances which are not capable of being accurately predicted as of the date of registration of the condominium and which are beyond the Declarant's control. Consequently, prior to registration of the Condominium, the projected costs for such utilities shown in the Budget Statement which accompanies this Disclosure Statement shall be updated to reflect market conditions as of the date of registration as an alternative to applying an assumed inflation factor to such projected costs as provided in the Budget Statement (in the Declarant's sole discretion). The Budget Statement which accompanies this Disclosure Statement and the common expenses applicable to each unit shall be revised accordingly. Purchasers specifically acknowledge and agree that any increase in utility costs from that which was originally represented in the Budget Statement which accompanies this Disclosure Statement shall not be the responsibility of the Declarant, despite

section 75 of the *Condominium Act, 1998*. Purchasers acknowledge that the possibility of an increase in utility costs has been properly disclosed and, consequently, any increase shall not constitute a material change to the Disclosure Statement or such Budget Statement. In addition, purchasers agree that this acknowledgement may be pleaded by the Declarant as a complete defense to any application or objection raised by purchasers in this regard.

E. MARKETING OF BLOCKS OF UNITS

The Declarant does not presently intend to market any units in blocks to investors but reserves the right to do so; however, no restriction has been placed on the number of units that may be purchased by an individual or corporation.

F. SIGNIFICANT FEATURES OF AGREEMENTS

The following represents a brief narrative description of the significant features of the agreements required to be described under section 72(3)(n), but any statements made below are qualified in all respects by the contents of such documents.

(I) Management Agreement

The Corporation will enter into a management agreement with a company appointed by the Declarant (the "Manager") pursuant to which the Manager will be the exclusive representative and managing agent of the Corporation for a period of 3 years from the date of creation of the Corporation. The duties of the Manager are fully set out in the management agreement and include, among other things the enforcement of the terms of the Declaration, by-laws and rules, the collection of common expenses, the repair and maintenance of common elements, and the keeping of accounts of all financial transactions involved in managing the property of the Corporation. The Manager shall be entitled to a payment for its managerial services in an amount set out in the Budget attached hereto.

The management contract may be terminated by the Corporation in accordance with Section 111 of the Act. The Manager may terminate the contract by the Manager giving to the Corporation 60 days' written notice to such effect.

A copy of the proposed Management Agreement is attached hereto.

(II) Insurance Trust Agreement

The Corporation may enter into an agreement with a trustee (the "Trustee"), which agreement provides for insurance proceeds to be paid over to the Trustee and either to be utilized in payment of repairs and reconstruction if such is appropriate or in the alternative, to be distributed amongst those entitled thereto if the buildings are not to be repaired or rebuilt. The agreement also provides for payment of a fee to the Trustee.

A copy of the proposed insurance trust agreement is attached hereto.

(III) Proposed Agreement with a Television Provider

The Corporation may enter into or assume an agreement (the "Television Agreement") with a television provider (the "Television Provider"), which agreement grants to and in favour of the Television Provider, a right of access or easement over, under and across the common elements of the Corporation in order to facilitate the ability of the Television Provider to install, maintain, repair, replace and operate its television services lines throughout the common elements of the Condominium. All television lines, equipment, wires, attachments and appurtenances installed by the Television Provider shall remain the personal property of the Television Provider, even though same may be affixed to any unit. The Television Agreement will provide that if the Corporation desires to contract with a communications service provider other than the Television Provider, then the Corporation must purchase any wiring (that is in the Television Agreement commonly called the "inside wire") upon the terms and conditions as set out in the Television Agreement at a cost equal to the undepreciated cost of the inside wire.

(IV) Proposed Agreement with a Telecommunication Provider

The Corporation may enter into or assume an agreement (the "Telecommunications Agreement") with a telecommunication provider (a "Telecommunication Provider"), which agreement grants to and in favour of the Telecommunication Provider a right of access or easement over, under and

across the common elements of the Corporation in order to facilitate the ability of the Telecommunication Provider to install, maintain, repair, replace and operate its telephone and telecommunications lines and services throughout the common elements of the Condominium. All telephone and telecommunications lines, equipment, wires, attachments and appurtenances installed by the Telecommunication Provider will remain the personal property of the Telecommunication Provider even though same may be affixed to any Unit. The Declarant reserves the right to permit the Telecommunication Provider to market its services in the Building. Further, Purchasers are advised that as of the date of this Disclosure Statement, the Declarant intends to enter into any contract (to be assumed by the Corporation) for the provision of bulk internet services to the Residential Units (the "Bulk Services Agreement"); however the Declarant reserves the right to instead require individual Residential Units to contract for their own internet service directly with a provider, if desired. The Bulk Services Agreement is intended to provide services on a bulk basis to the Condominium by the applicable Telecommunication Provider at favourable bulk rates. The proposed Budget of the Corporation includes the cost of the services provided pursuant to any Bulk Services Agreement, intended to be charged by the Corporation to the Residential Unit owner in the percentages set out in Schedule "D" to the Declaration.

(V) Proposed Agreements Utility Supply Providers

The Corporation may enter into or assume an agreement (the "Utility Supply and Services Agreement") with a utility supply provider (a "USP"), which provides for the USP owning, operating, maintaining and repairing the utility distribution infrastructure within the Condominium. In this regard, the Utility Supply and Services Agreement will grant to and in favour of the USP a right of access or easement over, under and across the common elements of the Condominium in order to install, maintain, repair, replace, and operate its utility distribution throughout the common elements of the Condominium. Each residential Unit will be separately metered as described in the Metered Utilities section below, to measure the consumption rate of the utility. Utility costs for each unit shall not be part of the common expenses allocated to such Unit. The owner of each respective Unit shall be responsible for the payment of all costs and expenses for utilities consumed by such Unit including the following: (a) the cost of the utility commodity; (b) an administration fee payable to the USP for reading the consumption meter and administering the monthly billing; and (c) a distribution fee payable to the USP as prescribed by the applicable governmental authority from time to time. On or before the occupancy closing date, each owner shall enter into a utility supply and services agreement directly with the USP. The Utility Supply and Services Agreement may provide that if the Corporation desires to contract with another utility supply provider, the Corporation must purchase the utility distribution system upon the terms and conditions set out in such agreement at a cost equal to the undepreciated cost of such system.

(VI) Access and Environmental Control System (Smart Community Services)

The Declarant may install an access and environmental control system in the Condominium in order to integrate Unit owners' digital control of lobby access, thermostats, community cameras, community messaging, property management, and digital door locks/pads for access to Residential Units and amenities. In this regard, the Declarant may enter into a smart community services agreement with respect to the installation and operation of the equipment required for such system and the Corporation will assume such lease or other agreement.

(VII) Metered Utilities

Purchasers are advised that the Residential Units will be metered for electricity, hot water and cold water consumption. Heating and gas consumption costs, if any, as well as internet service are included in the Budget of the Corporation and form part of common expenses. Bulk internet services will be charged to Residential Unit owners in the separate percentages set out in Schedule "D" to the proposed Declaration. All other utilities and services, including telephone and cable television may be contracted for by owners and occupants directly with the providers thereof to the Condominium and such services are not included, or paid for on behalf of the Residential Units as part of common expenses. The Declarant reserves the right to switch any utilities that are bulk metered to a metered service and to make electricity and/or either or both of the hot water and cold water bulk services with the costs thereof being included in the common expenses.

Some units may have exclusive use to larger outdoor terraces that are equipped with a rough-in for gas supply, although not all outdoor terraces will be so equipped. Purchasers are advised that it is the intention of the Declarant that the consumption of gas service to these areas will form part of the common expenses of the Corporation. The Declarant reserves the right to instead either (a) meter each such supply, to be paid by each respective unit owner; or (b) have only one gas meter (or sub-meter or other form of consumption meter) installed within the common elements of the

Condominium to monitor the consumption of gas service to all serviced terraces or balconies and that each owner with use of a serviced terrace or balcony would be responsible for an equal share of consumption costs for all of the serviced terraces and balconies; or (c) provide an alternate manner in which consumption may be monitored and invoiced to owners with use of a serviced terrace.

(VIII) Warranty Agreement Between Condominium and Declarant

The Corporation shall enter into an agreement (the "Warranty Agreement") with the Declarant, which shall provide that (a) the Corporation shall have no rights against the Declarant beyond those that are specifically granted to the Corporation under the Condominium Act, the Ontario New Home Warranties Plan Act, R.S.O. 1990, c.O.31 (the "Warranties Plan Act") and by Tarion Warranty Corporation, formerly the Ontario New Homes Warranty Program; (b) the Corporation's only recourse against the Declarant for a final and binding resolution of any outstanding, incomplete or deficient items and any other matters relating to the Property, the Condominium and the buildings shall be through the process established for and administered by Tarion Warranty Corporation; (c) the Corporation, together with the Declarant, shall appoint and constitute Tarion Warranty Corporation as the sole and final arbiter of all such matters; (d) the Corporation shall indemnify and save the Declarant harmless from all actions, causes of actions, claims and demands for damages or loss which are brought by the Corporation in contravention of said Agreement; and (e) the Agreement shall not be terminated or terminable by the Corporation following the turnover meeting.

G. MISCELLANEOUS

- (a) The Declarant has no actual knowledge of any judgments against the Corporation to be created by the Declarant, nor does it have any actual knowledge of any pending lawsuits to which the Corporation is a party.
- (b) There are no current or expected fees or charges to be paid by unit owners, or any of them, for the use of the common elements or part thereof and other facilities related to the Property, except otherwise as may be expressly provided for in this Disclosure Statement or in the documents prepared in conformity therewith.
- (c) The Declarant has not made an application for approval, as described under subsection 72(3)(e) of the Act, with respect to the Property.
- (d) The Declarant intends to enrol the proposed units and common elements in the Ontario New Home Warranties Plan within the meaning of the Warranties Plan Act in accordance with the regulations made under the Warranties Plan Act.
- (e) No building on the Property, unit or proposed unit has been converted from a previous use.
- (f) The Commercial Component may be used for retail and/or commercial purposes.
- (g) The Declarant reserves the right to lease any units or proposed units in the Condominium, and/or to sell a block of such units to a company related to the Declarant, however, the Declarant does not intend to lease any Residential Units at this time.
- (h) No Units are exempt from a cost attributable to the rest of the Units, except only Residential Units shall have costs attributable in connection with bulk internet service, as shown on Schedule "D" to the proposed Declaration.
- (i) The Declarant does not intend to cause the Corporation to amalgamate with another corporation within 60 days of the date of registration of the Declaration and description of the Corporation.
- (j) The Declarant does not intend to require the Corporation to pay fees or charges to the Declarant or another person, save and except for (a) those fees or charges set out in the Budget Statement annexed hereto, and (b) at the discretion of Declarant, the Condominium Corporation may be required to purchase a number of Parking Units (to be determined by the Declarant in its sole discretion) from the Declarant, at a purchase price of no more than \$55,000.00 per Parking Unit, plus HST and Land Transfer Tax..
- (k) Under subsection 82(8) of the Act, the Declarant is entitled to retain the excess of all interest earned on money held in trust over the interest that it is required to pay to the purchaser under section 82 of the Act.

- (l) The Declarant does not own land that is adjacent to the land described in the description, except for the Commercial Component.
- (m) All purchasers of Residential Units are advised that noise levels due to traffic, public roadways and public transportation facilities may be of concern, occasionally interfering with some activities of the occupants. Central air conditioning has been installed to provide ventilation when windows are closed to achieve suitable indoor noise levels.
- (n) All purchasers of Residential Units are advised that the relevant governing authorities may require the Declarant to provide them with certain notices including, without limitation, notices regarding land usage, landscaping, noise and vibration warning resulting from existing or proposed roadways and public transportation systems or corridors, garbage and school pick-up (the "Notices"). If the relevant governing authorities require the purchaser to receive a copy of the Notices, then a copy of the Notices as revised as necessary, may be given directly to the purchasers, or shall be mailed or electronically transmitted to their respective addresses as shown on the Agreements of Purchase and Sale or to their respective solicitors and such mailing and transmission shall be deemed to constitute appropriate notification.
- (o) No animal, livestock or fowl of any kind other than those pets defined as being the following: 2 dogs or 2 cats or 1 of each and/or not more than 2 canaries, budgies or other small birds; or an aquarium of goldfish or tropical fish; or 1 small caged animal usually considered to be a pet shall be kept or allowed in any unit. No animal, which is deemed by the board of directors or the property manager, in their absolute discretion, to be a nuisance shall be kept by any owner or tenant in any unit. Such owner or tenant shall within two weeks of receipt of written notice from the board or the property manager requesting the removal of such animal, permanently remove such animal from the Property. Notwithstanding the generality of the foregoing, no attack dogs shall be allowed in any unit, and no breeding of animals for sale shall be carried on, in or around any unit. The aforesaid provisions will be contained in the Declaration.
- (p) In order to reduce or eliminate the penetration of sound from one unit to another unit, not less than 75% of the floor area of each room in each Residential Unit (with the exception of the kitchen, the bathroom and the entrance foyer areas) shall be covered by broadloom or by an area rug with suitable underpadding. Any owner who wishes to install hardwood or tile flooring in areas other than the kitchen, entrance foyer and bathroom must install noise attenuation materials below the hardwood and tile flooring and lay carpeting on at least 75% of the hardwood and tile flooring.
- (q) The Building includes noise attenuation features normal or customary as at the date hereof for condominium buildings of comparable quality. However, each owner and occupant of a Residential Unit shall be deemed to have acknowledged that due to the potential for noise emanating or stemming from the use of refuse chutes, elevators, mechanical equipment in the Building, the recreational amenities or common areas, or the units generally, noise levels may occasionally interfere with some of the indoor activities of the occupants of the Building.
- (r) No exterior aerial, antenna or satellite dish shall be placed on the Property, including units and common elements. This restriction shall not apply to any systems installed or caused to be installed by the Declarant and/or by the Corporation or any authorized cable or television service providers or any other communication provider. The aforesaid provision will be contained in the Declaration of the Corporation which is attached hereto.
- (s) Barbeques fueled by the natural gas system of the Building and other cooking devices may be permitted on the terraces of certain units equipped with proper gas connections. Otherwise no barbeques or other cooking devices shall be permitted on any balcony or terrace. The aforesaid provision will be contained in the Declaration. There may be one or more areas that form part of the common elements upon which barbequing will be permitted. The aforesaid provision will be contained in the Declaration of the Corporation which together with the Rules may also contain further restrictions on barbeques and other cooking devices for balconies and terraces.
- (t) All Purchasers of Residential Units are advised that odour, emissions and noise from the Development Commercial Components may be expected by the Purchaser and visitors to the Condominium. Purchasers acknowledge and agree that no claim of any kind shall be

made against (i) the Declarant and the owner(s) of the Development Commercial Components; (ii) any company related or affiliated to the foregoing; and (iii) any officer, director, shareholder or employee of such entities arising from the use of the Development Commercial Components provided such use is in compliance with the applicable by-laws relating thereto. The Declaration shall contain provisions in this regard.

D. SCHEDULES

The following documents are attached hereto:

- Schedule I Proposed Declaration
- Schedule II Proposed Corporation By-law No. 1
- Schedule III Proposed Corporation By-law No. 2
- Schedule IV Proposed Corporation By-law No. 3
- Schedule V Proposed Corporation By-law No. 4
- Schedule VI Proposed Corporation By-law No. 5
- Schedule VII Proposed Corporation By-law No. 6
- Schedule VIII Proposed Condominium Rules
- Schedule IX Proposed Management Agreement
- Schedule X Proposed Insurance Trust Agreement
- Schedule XI Summary of the First Year Operating Budget
- Schedule XII Sections 73 and 74 of the Condominium Act – Purchaser’s right to rescind
- Schedule XIII Proposed Plan of Condominium

SCHEDULE I
Proposed Declaration

DECLARATION

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

Queenswell Ltd.
(hereinafter called the "Declarant")

WHEREAS:

- (A) The Declarant is the owner in fee simple of certain lands and premises situate in the City of Toronto, and being more particularly described in Schedule "A" annexed hereto, together with all interests appurtenant to the said lands (herein referred to as the "Property" or the "Lands") and in the description submitted herewith by the Declarant for registration in accordance with the Act (herein referred to as the "Description").
- (B) The registration of the Declaration and the Description will create a freehold condominium corporation that is a standard condominium corporation as defined by the Act.
- (C) The Declarant has constructed a building on the Lands containing various units as more particularly described herein;
- (D) The Declarant intends that the Property, together with a part of the building constructed thereon shall be a freehold condominium corporation that is a standard condominium corporation governed by the Act.

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

PART ONE - INTRODUCTION

Section 1 – Definitions

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

- (a) **"Board"** means the Corporation's board of directors;
- (b) **"Building"** means the building constructed on the Lands that includes the Condominium and the Commercial Component;
- (c) **"By-Laws"** means the by-laws of the Corporation enacted from time to time;
- (d) **"Car Sharing Operation"** means the car sharing operation which makes car(s) available for short-term rental, as described in the Car Sharing Operation Agreement;
- (e) **"Car Sharing Operation Agreement"** means the agreement between the Declarant and a car sharing provider with respect to operation of the Car Sharing Operation;
- (f) **"Combined Parking/Locker Units"** means the units described as Combined Parking/Locker Units in Schedule "C" attached hereto, and each shall be a "Combined Parking/Locker Unit";
- (g) **"Commercial Component"** means the lands designated as Parts ____ on Reference Plan 66R-_____;
- (h) **"Commercial Component Owner"** means the owner(s) of the Commercial Component;
- (i) **"Committee"** means the committee described in the Section titled "Use of Joint Facilities" hereof;
- (j) **"Common Elements"** means all the Property except the Units;
- (k) **"Common Interest"** means the interest in the Common Elements appurtenant to a Unit;

- (l) **“Condominium”** means the Units and Common Elements included within the Description;
- (m) **"Corporation"** means the condominium corporation created upon the registration of this Declaration and the description on the Lands;
- (n) **“Governing Documents”** means the Declaration, By-laws and Rules of the Corporation;
- (o) **“Joint Facilities”** means those parts of the Condominium described in the section “Use of Joint Facilities” as joint facilities, together with the Loading Facility;
- (p) **“Joint Facilities Costs”** means all costs relating to the ownership, operation, maintenance, repair and replacement of the Joint Facilities and all facilities and services relating thereto;
- (q) **“Loading Facility”** means the loading dock and facilities located within the Commercial Component;
- (r) **“Locker Units”** means the units described as Locker Units in Schedule “C” attached hereto, and each shall be a “Locker Unit”;
- (s) **"Owner"** means a person or persons who own a freehold interest(s) in a Unit and its appurtenant Common Interest, but does not include a mortgagee unless in possession;
- (t) **“Parking Units”** means the units described as Parking Units in Schedule “C” attached hereto, and each shall be a “Parking Unit”;
- (u) **“Proportionate Share”** means the percentages described in the Reciprocal Operating Agreements;
- (v) **“Reciprocal Operating Agreement”** means a certain agreement to be entered into or already entered into among the Corporation and the Commercial Component Owner in order, among other things, to provide for the sharing of the costs of maintaining, operating, repairing and replacing the facilities and services described therein;
- (w) **“Residential Units”** means the units described as Residential Units in Schedule “C” attached hereto, and each shall be a “Residential Unit”;
- (x) **"Rules"** means the rules passed by the Board from time to time, pursuant to the Act;
- (y) **“Service Units”** means the units described as Service Units in Schedule “C” attached hereto, and each shall be a “Service Unit”;
- (z) **“Unit(s)”** means part or parts of the Property included in the description and designated as a unit by the description, and comprises the space enclosed by its boundaries and all the material parts of the land within such space, in accordance with the Declaration and the description. For greater certainty, the definition of “Unit” relating to the duties to repair and maintain pursuant to the Act and this Declaration, shall extend to all improvements made by the Declarant thereto in accordance with its architectural and structural plans, notwithstanding that some of these improvements may be made after registration of the Declaration and description.

Section 2 – Act Governs the Lands

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

Section 3 - Standard Condominium

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

Section 4 – Consent of Encumbrancers

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

Section 5 – Boundaries of Units and Monuments

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

Each Residential Unit ***shall include*** all pipes, wires, cables, conduits and ducts and the branch piping extending to, but not including, the common pipe risers as well as the mechanical heating and cooling system (unless such system or part thereof is leased then such equipment will be the property of the person or persons or company holding such lease) that provides services to that particular unit only as well as any stair assemblies used exclusively by a particular unit for access between floors of the particular unit.

Each Residential Unit ***shall exclude*** all pipes, wires, cables, conduits, ducts, flues and mechanical or similar apparatus, including fire hose cabinets and appurtenant equipment, fire alarms, security or sprinkler systems, all masonry partitions and/or load bearing walls or columns that lie within the boundaries of any particular unit as hereinbefore set out which supply service or support to another unit(s) or the common elements.

Each Parking Unit or Combined Parking/Storage Unit ***shall exclude***, without limiting the aforementioned, all equipment or apparatus, including any fans, pipes, wires, cables, conduits, ducts, flues, shafts, fire hose cabinets and attachments, sprinklers, lighting fixtures, air-conditioning or heating equipment and controls which provide any service to the common elements or units, including all wall structures and support columns and beams as well as any additional floor surfacing (membranes and coatings included) which may be located within any such Parking Unit or Combined Parking Storage Unit thereof.

Each Locker Unit or variation thereof ***shall exclude***, without limiting the aforementioned, all equipment or apparatus, including any fans, pipes, wires, cables, conduits, ducts, flues, shafts, fire hose cabinets and attachments, sprinklers, lighting fixtures, air-conditioning or heating equipment and controls which provide any service to the common elements or units, including all wall structures and support columns and beams as well as any additional floor surfacing (membranes and coatings included) which may be located within any such Locker Unit or variation thereof.

Section 6 – Common Interest and Common Expenses Allocation

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

Section 7 - Address for Service & Mailing Address of Corporation

The Corporation's address for service shall be:

331 Cityview Blvd., Unit 300
Vaughan, Ontario
L4H 3M3

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

The Corporation’s mailing address shall be:

331 Cityview Blvd., Unit 300
Vaughan, Ontario
L4H 3M3

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

The municipal address of the Condominium is _____.

Section 8 – Architect/Engineer Certificates

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

Section 9 – Approval Authority Conditions

There are no conditions imposed by any approval authority that are to be included in this Declaration, other than any easements contained in the legal description annexed hereto as Schedule “A” and the following:

[Note: insert conditions imposed through City approval, if any]

PART TWO – COMMON EXPENSES

Section 10 – Specification of Common Expenses

The common expenses shall be the expenses of the performance of the objects and duties of the Corporation, and such other expenses, costs and sums of money designated as common expenses by the Act or this Declaration, and without limiting the generality of the foregoing, shall include the specific expenses set out in Schedule “E” attached hereto.

Section 11 – Payment of Common Expenses

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

Section 12 – Reserve Fund

- (a) The Corporation shall establish and maintain one or more reserve funds in respect of the Common Elements and assets and shall collect from the Owners, as part of their contribution towards the common expenses, amounts that are reasonably expected to provide sufficient funds for major repair and replacement of Common Elements and assets of the Corporation, all in accordance with the provisions of the Act.
- (b) No part of any reserve fund shall be used except for the purpose for which the fund was established. The amount of the reserve fund(s) shall constitute an asset of the Corporation and shall not be distributed to any Owner(s) except on termination of the Corporation.
- (c) In accordance with the Act, the Corporation shall conduct periodic studies to determine whether the amount of money in the reserve fund and the amount of contributions collected by the Corporation are adequate to provide for the expects costs of major repair and replacement of the Common Elements and assets of the Corporation.

Section 13 – Status Certificate

The Corporation shall, upon request, provide to the requesting party a status certificate together with all accompanying documentation and information in accordance with the Act. The Corporation may charge the maximum prescribed fee for providing the status certificate. Notwithstanding the foregoing, the Corporation shall forthwith provide the Declarant with a status certificate together with all accompanying documentation and information in accordance with the Act, as may be requested from time to time by or on behalf of the Declarant in connection with the Declarant’s sale, transfer or mortgage of any Unit(s), all at no charge or fee to the Declarant or the person requesting same on behalf of the Declarant.

PART THREE – COMMON ELEMENTS

Section 14 – Use of Common Elements

- (a) Each Owner may make reasonable use of and has the right to occupy and enjoy the whole or any part of the Common Elements, and each Owner has the right to make reasonable

use of, and has the right to enjoy any exclusive use Common Element area which has been designated to his Unit in Schedule "F", subject to any conditions or restrictions set out in the Act, the Governing Documents and any agreements, easements and rights registered against the Property. However, no condition shall be permitted to exist and no activity shall be carried on in the Common Elements that is likely to damage the Property or that will unreasonably interfere with the use or enjoyment by other Owners of the Common Elements and the other Units, that results in the cancellation or threatened cancellation of any policy of insurance referred to in the Governing Documents, or that will lead to a contravention of any covenant, term or condition contained in any agreement, easements or rights registered against the Property.

- (b) No Owner shall make any installation or any change or alteration to an installation upon the Common Elements, or maintain, decorate, alter or repair any part of the Common Elements, except for maintaining those parts of the Common Elements which he has a duty to maintain, without obtaining the written approval of the Corporation in accordance with the Act, unless otherwise provided for in this Declaration.
- (c) The use of barbecues or other cooking devices is not permitted in any Common Element or exclusive use Common Element area save and except for barbecues and other cooking devices which are located in the exclusive use Common Elements terrace areas allocated to **Units 1, 13, 14, 15, 16, 17, and 18 on Level 4, Units 1, 12, 13, 14, 15, and 16 on Level 5, Unit 1 on Level 6, and Units 1, 2, 3, 4, 5, 6, 7, 8 and 9 on Level 7 (for Units on Level 7, only the terrace located on Level 7)**, and within the area(s) of the Common Elements designated by the Declarant or the Corporation, from time to time. The Corporation shall have the authority to regulate and restrict the types, sizes and other factors relating to barbecues and other cooking devices in areas which are permitted herein, from time to time, through the enactment of Rules.
- (d) No Owner shall cause anything to be displayed or hung on the exterior of any walls of the Common Elements, including but not limited to, awnings and/or shutters, and nor shall any Owner grow any type of plant, shrubbery, flower, vine or grass on any Common Elements of which he has exclusive use without the prior written consent of the Board.
- (e) Notwithstanding anything in the Governing Documents to the contrary, the Declarant and any related company shall be entitled to erect and maintain signs for marketing/sale purposes upon the Common Elements, and within or outside any unsold Residential Units, pursuant to the Declarant's ongoing marketing program in respect of the Units or any other Units at such locations and having such dimensions as the Declarant may determine in its sole discretion provided same complies with municipal requirements. In addition, the Declarant and the related company, their sales staff, their authorized personnel or agents, and any prospective purchasers will together have the right to access the Condominium through the Common Element areas of the Corporation and which right will cease forthwith upon the sale of all Units owned by the Declarant in the Condominium.
- (f) No animal, livestock or fowl, other than those household domestic pets as permitted pursuant to Subsection 21(j) of this Declaration are permitted to be on or about the Common Elements, including the exclusive use Common Elements, except for ingress to and egress from a Unit. All dogs and cats must be kept under personal supervision and control and held by leash at all times during ingress and egress from a Unit and while on the Common Elements. Notwithstanding the generality of the foregoing, no pet deemed by the Board, in their sole and absolute discretion, to be a danger or a nuisance to the residents of the Corporation is permitted to be on or about the Common Elements.
- (g) The amenity areas of the Condominium shall not be available for the use and enjoyment of an Owner who is not an occupant of a Residential Unit.
- (h) Use of the Common Elements shall be subject to the provisions of the agreements and easements that are registered on title to the Property

Section 15 – Exclusive Use Common Elements

Subject to the provisions of the Act and the Governing Documents, the Owners of each Residential Unit shall have the exclusive use of those parts of the Common Elements as described in Schedule "F" attached hereto, it being understood that the exclusive use may be regulated or affected by the Act and the Governing Documents.

Section 16 – Restricted Access

Without the consent in writing of the Board, no Owner shall have the right of access to those parts of the Common Elements used from time to time as a utilities area, a building maintenance or storage area, a manager's office, an area for operating machinery, or any mechanical or servicing system servicing the Corporation nor shall an Owner have access to any other parts of the Common Elements used for the care, maintenance or operation of the Property or any part of the Property.

Section 17 – Modifications of Common Elements, Assets and Services

- (a) The Corporation may, by a vote of Owners who own at least 66 2/3% of the Residential Units, make any substantial addition, alteration or improvements to or renovation of the Common Elements, or may make any substantial change in the assets of the Corporation or a substantial change in a service that the Corporation provides.
- (b) Where the Corporation has sent a notice to the Owners in accordance with the Act, and the Owners have either not requisitioned a meeting in accordance with the Act or the Owners have requisitioned a meeting in accordance with the Act but have not voted against the proposed addition, alteration, improvement or change at the meeting, the Corporation may make any other addition, alteration or improvement to or renovation of the Common Elements, or may make any other change to the assets of the Corporation or any change in a service that the Corporation provides.
- (c) For the purposes of this section, any addition, alteration, improvement or change is substantial if it meets the prescribed meaning of substantial change as set out in the Act or the board elects to treat it as substantial.
- (d) For the purposes of this Declaration, and for the purposes of relating and managing the affairs of this Corporation, and the Corporation's compliance with any provisions of the Act, any change or alteration effected pursuant to an obligation imposed upon the Corporation, including any obligation pursuant to any provision of the Reciprocal Operating Agreement shall not be considered an addition, alteration, improvement to or renovation of the Common Elements of the Corporation.
- (e) A copy of the complete set of "as-built" architectural and structural plans and specifications for the building(s) situate on the Property, including copies of all plans and specifications for any additions, alterations or improvements from time to time made to the Common Elements or to any Unit which may require the prior written consent of the board, shall be maintained in the office of the Corporation at all times, or at such other place as the board shall from time to time determine by resolution, for the use of the Corporation in rebuilding or repairing any damage to the building(s), and/or the use of any Owner or mortgagee.

Section 18 – Use of Joint Facilities

- (a) The Joint Facilities within the Condominium consist of the following, as may be more particularly defined within the Reciprocal Operating Agreement:
 - (i) Shared corridors on Level 1, which may also be within the Commercial Component.
- (b) The Joint Facilities within the Condominium and the Commercial Component shall be maintained in accordance with the Reciprocal Operating Agreement. Common Element areas within the Condominium that are not listed as Joint Facilities are not intended to be available for the use of the Commercial Component owners and occupants except for those portions as may be described in the Reciprocal Operating Agreement, which agreement provides, *inter alia*, for:
 - (i) the right of the owners and occupants of the Condominium and the Commercial Component, together with all permitted guests, invites and licensees thereof to use and enjoy certain parts of the Joint Facilities;
 - (ii) the rights of the Corporation to utilize the Loading Facility;
 - (iii) the sharing of the costs of maintenance, repair and replacement, life safety systems, insurance and property management among the owners of the Joint Facilities; and
 - (iv) the management, control and collection of expenses related thereto.

- (c) The Corporation and the Commercial Component Owner shall be responsible for all costs of ownership of the Joint Facilities, including but not limited to the maintenance, repair and payment of taxes and common expenses, in accordance with their Proportionate Share. The Proportionate Share may vary in respect of different Joint Facilities, based in part on the availability of such Shared Facility to each party. The Corporations shall reimburse the Declarant for any monies paid by the Declarant in respect of the maintenance and operation of the Joint Facilities from the date of the commencement of use of the Joint Facilities by the Corporation.
- (d) Save as otherwise provided in this Declaration, the Joint Facilities shall be used only by the Owners of the Residential Units and the Owners of the Commercial Component Owner (to the extent permitted by the Reciprocal Operating Agreement) and by their respective residents, tenants and invitees. Save as otherwise provided in this Declaration, no provision contained in the By-laws or Rules shall restrict the access to the Joint Facilities provided to the unit owners and occupants of the Corporations or the Commercial Component Owner.
- (e) The Corporation and the Commercial Component Owner shall share the Joint Facilities Costs as set forth in the Reciprocal Operating Agreement.
- (f) The use and maintenance of the Joint Facilities, as well as the preparation and submission of an annual shared facilities budget outlining the costs, shall be governed by a committee (hereinafter referred to as the "Committee"). The Committee will be composed of one member to be appointed by the Corporation and two members to be appointed by the Commercial Component Owner.

PART FOUR – OWNERSHIP OF PARKING UNITS, LOCKER UNITS, COMBINED PARKING/LOCKER UNITS, SERVICE UNITS

Section 19 – Restrictions on Disposition of Parking Units, Locker Units, Combined Parking/Locker Units, Service Units

- (a) Any Parking Unit, Locker Unit, or Combined Parking/Locker Units may at any time be sold, leased, transferred or otherwise conveyed, either separately or in combination with other Units, provided that:
 - (i) any such sale, transfer or other conveyance is made only to
 - (A) the Declarant,
 - (B) any Owner of a Residential Unit;
 - (C) the Commercial Component Owner;and with respect to any lease, such lease is made only to
 - (A) the Declarant;
 - (B) any Owner or tenant of a Residential Unit;
 - (C) the Commercial Component Owner or tenant of the Commercial Component;
 - (ii) no Parking Unit, Locker Unit, or Combined Parking/Locker Unit may be owned by an Owner unless such Owner owns a Residential Unit or is an owner of the Commercial Component or is the Declarant;
 - (iii) the term of any lease of any Parking Unit, Locker Unit, or Combined Parking/Locker Unit to a tenant of a Residential Unit or the Commercial Component, shall not extend beyond the term of the tenancy of such Unit granted to such tenant; and
 - (iv) every lease in respect of any Parking Unit, Locker Unit, or Combined Parking/Locker Unit shall provide that where the lessee thereof is also an Owner of a Residential Unit or the Commercial Component, and such lessee is deprived of ownership or possession of such Unit or space, such lease shall revert to the lessor of such Parking Unit, Locker Unit, or Combined Parking/Locker Unit. It shall also provide that where the lessee of such Parking Unit, Locker Unit, or Combined Parking/Locker Unit is also an Owner of a Residential Unit or Commercial Component Owner, upon a sale, transfer or conveyance of such Owner's Residential Unit or the Commercial Component, the leasehold interest in Parking Unit, Locker Unit, or Combined Parking/Locker Unit must be assigned or transferred

to the new Owner or transferee of such Residential Unit or Commercial Component Owner as the case may be, or else must revert to the lessor of such Parking Unit, Locker Unit, or Combined Parking/Locker Unit, as the case may be.

- (b) The Service Units shall only be owned by either (i) the Declarant; (ii) the Corporation; (iii) the owner of the Commercial Component, or any combination of the foregoing.

PART FIVE – UNITS

Section 20 – General Requirements

- (a) No Unit shall be occupied or used by anyone in such a manner as is likely to damage the property or that will unreasonably interfere with the use or enjoyment by other Owners of the Common Elements and the other Units or that may result in the cancellation or threat of cancellation of any policy of insurance referred to in the Declaration or in such a manner as to lead to a breach by any Owner or by the Corporation of any provision of the Reciprocal Operating Agreement or any easements or rights registered against the property. In the event the use made by any Owner of his Unit results in any premiums of any insurance policy insuring the interest of the Corporation being increased or cancelled, such Owner shall be liable to pay to the Corporation all of such increase in premiums payable as a result thereof, and shall be liable to pay to the Corporation for all other costs or expenses it incurs as a result thereof. The foregoing provisions of this subparagraph shall not, however, be construed so as to prohibit or restrict (nor shall same be applied in any manner which prohibits or restricts) the uses permitted in the Section titled "Use of Residential Units", and the aforementioned indemnity and reimbursement provisions with respect to any increased insurance premiums and/or deductible amounts regarding the Corporation's insurance shall not apply with respect to the use of any Residential Units pursuant to the Section titled "Use of Residential Units".
- (b) The Owner of each Unit shall comply, and shall require all residents, tenants, invitees and licensees of his Unit to comply with the Act, the Governing Documents, the Reciprocal Operating Agreement and any rights and easements registered against the Property.
- (c) No Owner shall make any structural change or structural alteration in or to any Unit, without the prior written consent of the board and any architect and/or engineer appointed by the board to review such changes or alterations, in this regard, the Owner shall be responsible for all of the costs charged by such architect and/or engineer. The provisions of subparagraphs (d)(i) to (vi) of this Section shall apply to any change or alteration pursuant to this subparagraph (c). In addition, following completion of any change as aforesaid, the Owner shall provide the board with a copy of the "as built" architectural drawings stamped by the Owner's architect with respect to such Unit(s).
- (d) If an Owner owns two Residential Units on the same level which share a common demising wall, such Owner shall be entitled to combine the two Residential Units to create one living area if the following conditions are satisfied:
- (i) the Owner at his sole expense makes application for and obtains all permits and approvals required under any zoning laws, regulations and requirements;
 - (ii) the Owner receives the prior written consent from the board and any architect and/or engineer appointed by the board to review such changes, and in this regard, the Owner shall be responsible for all of the costs charged by such architect and/or engineer;
 - (iii) the Owner completes all work required at his sole expense by a contractor that is satisfactory to the Corporation and in a good and workmanlike manner;
 - (iv) prior to commencement of any work by a contractor, the Owner shall provide the Board with a certificate of insurance from each contractor providing that such contractor has placed such insurance as may be reasonably required by the Board;
 - (v) the Owner agrees that the Corporation, or its representatives or agents will have unrestricted access to the Units to inspect the work being conducted until such time as the work is complete as determined by the Corporation or its representatives or agents; and
 - (vi) in the event that the Corporation has given the Owner notice that the work being conducted on the Units is not satisfactory to the Corporation and the Owner does not correct same forthwith, the Corporation may enter and complete the work. All expenses incurred by the Corporation shall be paid by the Owner on demand and failing payment, shall form a charge against the Unit(s) and in addition, may be collected in the same manner as common expenses.

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

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

Section 21 – Use of Residential Units

- (a) Each Residential Unit shall be occupied and used only as a private single family residence in accordance with the Governing Documents and any other requirement of the municipality and other authority having jurisdiction.
- (b) Notwithstanding anything contained in the Governing Documents to the contrary, the Owner of a Residential Unit shall, in addition to his proportionate share of the common expenses, pay and be solely responsible for the cost of maintaining and repairing all mechanical, electrical, heating, cooling, refrigeration and plumbing equipment, fixtures and systems, and all appurtenances thereto, which provide power or any other service exclusively to his Residential Unit (regardless of whether such equipment, fixtures and systems lie within or beyond the boundaries of such Unit, as monumented in Schedule "C" of this Declaration).
- (c) No Owner shall cause anything to be affixed, attached to, hung, displayed or placed on the inside of any window of a Residential Unit other than drapes, blinds or shutters specifically designed for the window. In addition, such window coverings shall appear white or off-white from the exterior of the buildings. Without limiting the generality of the foregoing, flags, banners, sheets, slogans, foil, wood, plastic, metal painted or unpainted, shall not be affixed, attached to, hung, displayed or placed in any manner in any window of a Residential Unit. Festival lights and decorations are permitted at time periods, and in quantities and type as may be restricted or otherwise governed by the Rules.
- (d) No Owner shall cause anything to be displayed or hung on the exterior of any walls, including but not limited to, awnings and/or shutters, and nor shall any Owner grow any type of plant, shrubbery, flower, vine or grass outside his Unit without the prior written consent of the Board.
- (e) Each Residential Unit shall include all pipes, wires, cables, dryer vents, conduits, ducts, mechanical or similar apparatus, including the complete heating and ventilation system and the branch piping extending to, but not including, the common pipe risers, which provides services to that particular Unit only.
- (f) In order to reduce or eliminate the penetration of sound from one Residential Unit to another Residential Unit, not less than 75% of the floor area of each room in each Residential Unit (with the exception of the kitchen, the bathroom and the entrance foyer areas) shall be covered by broadloom or by an area rug with suitable underpadding.
- (g) Save and expect for any installations undertaken by the Declarant, any Owner who wishes to install or replace any hardwood or tile flooring must enter into an in-suite renovation agreement with the Corporation which will provide, among other things, that the Owner install and maintain noise attenuation materials as approved by the Corporation below the hardwood and tile flooring so as to prevent any noise disturbance to surrounding Units. The Owner will be responsible for all costs of the agreement and the installation, maintenance and repair of the hardwood or tile flooring and the sound attenuation materials and for the cost of damage caused to any portion of the Common Elements as a result of the installation of the hardwood or tile flooring and sound attenuation materials.
- (h) If, after the installation of hardwood or tile flooring, there are complaints about noise from any Owners in surrounding Units, the Corporation may require that underpadding and carpeting sufficient to prevent any noise disturbance to surrounding Units be in place and maintained on at least 75% of all hardwood or tile floor surfaces in each room within the Owner's Unit, except for the kitchen, entrance foyer, bathroom and closets. If the carpeting and underpadding do not alleviate the noise complaints, the Owner will take whatever steps are requested by the Corporation, acting reasonably, to eliminate the noise.
- (i) The Building includes noise attenuation features normal or customary as at the date hereof for condominium buildings of comparable quality. However, each Owner and occupant of a

Residential Unit shall be deemed to have acknowledged that due to the potential for noise emanating or stemming from the use of refuse chutes, elevators, mechanical equipment in the Building, the recreational amenities or common areas, the Commercial Component, or the Units generally, noise levels may occasionally interfere with some of the indoor activities of the occupants of the Building.

- (j) No animal, livestock or fowl of any kind other than those pets defined as being the following: 2 dogs or 2 cats or 1 of each and/or not more than 2 canaries, budgies or other small birds; or an aquarium of goldfish or tropical fish; or 1 small caged animal usually considered to be a pet shall be kept or allowed in any Unit. No animal, which is deemed by the board or the property manager, in their absolute discretion, to be a nuisance shall be kept by any Owner or tenant in any Unit. Such Owner or tenant shall within two weeks of receipt of written notice from the board or the property manager requesting the removal of such animal, permanently remove such animal from the Property. Notwithstanding the generality of the foregoing, no attack dogs shall be allowed in any Unit, and no breeding of animals for sale shall be carried on, in or around any Unit.

Section 22 – Use and Transfer of Parking Units

- (a) Each Parking Unit shall be used and occupied only for motor vehicle parking purposes, and for any additional use or purpose provided for by the Governing Documents and without restricting any wider definition of motor vehicle as may be imposed by the Board, "motor vehicle" shall be deemed to include a motorcycle, private passenger automobile, station wagon, light duty van or light duty pick-up or sports utility truck in good working order and repair and which does not leak any fluids. The Owner of each Parking Unit shall maintain such Unit in a clean and sightly condition. The Corporation, at the Owner's cost, shall be responsible for the removal of all oil stains thereon. The Corporation may make provision in its annual budget for and/or may arrange for the cleaning of the Parking Units in their totality or in groups of Units. This subsection also applies to the parking portion of the Combined Parking/Locker Unit(s).
- (b) Parking Units described as **Units * on Level ***, shall be designated as accessible parking spaces.
 - (i) At any time that a person with a disability, as defined pursuant to the provisions of the *Highway Traffic Act* R.S.O. 1990 c.H.8, purchases or leases a Parking Unit which is not designated as accessible, and provides notice to the Corporation in writing requesting the use of an accessible Parking Unit, the user or any person occupying an accessible Parking Unit, provided that user is not a person with a disability, shall upon notice from the Corporation exchange with the person with a disability the right to occupy the accessible Parking Unit with the Parking Unit that the person with a disability had the right to occupy.
 - (ii) Such exchange of right to uses shall continue until the earlier of
 - (A) the person with a disability ceases to be a person with a disability; or
 - (B) the person with a disability ceases to have the right to occupy a Parking Unit.
 - (iii) No rent, fees, charges or costs whatsoever shall be charged by the Owner, occupant or the Corporation in connection with above noted procedure related to the exchange of such Units.
- (c) Each of the Parking Units described as **Units* to *, Level *** (each hereinafter referred to as an "Energized Parking Unit") contains an electric receptacle (the "Electrical Receptacle") for the use of an Electrical Motor Vehicle as defined herein and the following applies to an Energized Parking Unit:
 - (i) Any Owner/occupier of an Energized Parking Unit that connects his Electrical Motor Vehicle into the Electrical Receptacle shall be required to pay to the Corporation, in addition to the monthly common expenses relating to such Unit, a monthly charge to be determined by the Corporation, from time to time, together with the applicable harmonized sales tax thereon; and
 - (ii) The Electrical Receptacle can only be used for recharging the battery of an Electrical Motor Vehicle and for no other purpose.
- (d) The Corporation shall purchase from the Declarant any Parking Units as determined by the Declarant in its sole discretion, for a purchase price of no more than FIFTY THOUSAND DOLLARS \$55,000.00 per Parking Unit, plus HST and Land Transfer Tax.

Section 23 – Use of Locker Units

Each Locker Unit shall be used and occupied for storage purposes only which shall not constitute a nuisance or danger to the other Unit Owners, the Units nor to the Common Elements nor to services, systems or facilities of the Condominium or the Commercial Component. The Board may,

from time to time, restrict the categories of items that may be stored or used in such Locker Units. Locker/Bicycle Units are designed and intended to permit storage of bicycles. This Section also applies to the locker portion of the Combined Parking/Locker Unit(s).

Section 24 – Use and Transfer of Service Units

- (a) The Service Units shall be used for the purpose of providing required services to the Building, and shall be maintained in accordance with the Reciprocal Operating Agreement.
- (b) The Corporation and the Commercial Component Owner shall be responsible for all costs of ownership of the Service Units, including but not limited to the maintenance, repair and payment of taxes and common expenses, in accordance with their Proportionate Share. The Corporation and the Commercial Component Owner shall reimburse the Declarant for any monies paid by the Declarant in respect of the maintenance and operation of the Service Units from the date of the commencement of use of any of the Service Units.
- (c) The Corporation and the Commercial Component Owner shall share the Service Unit Costs as set forth in the Reciprocal Operating Agreement.
- (d) The use and maintenance of the Service Units, as well as the preparation and submission of an annual shared facilities budget (the "Service Unit Budget") outlining the costs, shall be governed by the Committee.
- (e) The Service Units shall be transferred by the Declarant to the Corporation and the Commercial Component Owner in accordance with their Proportionate Share at a purchase price of nil forthwith after creation of the Corporation under the Act.

Section 25 – Temporary Model Units/ Parking Unit, Locker Unit, or Combined Parking/Locker Unit /Site/Service Office

Several unsold Residential Units within the Building may be used as temporary model/sales Units for sale/marketing purposes, and/or a construction site/service office, and the Declarant or a related company, their sales staff and their respective invitees shall be entitled to use the Common Elements for access to and egress from said model Units and construction site/service office. The Declarant and the related company shall be entitled to maintain such model Units and site/service office and any unsold Parking Units and Locker/Bicycle Unit Parking Unit, Locker Unit, or Combined Parking/Locker Unit, together with all sales displays and signs, until the later of the sale of all of the Units in the Condominium; the completion by the Declarant or a related company of the development of the Development Lands; and the date on which the Declarant or a related company no longer requires any Unit utilized by it for the purpose of a site/service office.

PART FIVE – LEASING OF UNITS

Section 26 – Minimum Term of Lease

Any lease or tenancy granted by any Owner, or any sublease by any subtenant, of any Residential Unit shall be for a minimum term of 12 months not including any renewals thereof. Any lease or tenancy of any Residential Unit for an initial term of less than 12 months shall be void, and upon notification by the Corporation, such lease shall be terminated by the Owner thereof.

Section 27 – Notification of Lease

- (a) The Owner of a Unit who leases his Residential Unit or renews a lease of his Unit shall, within 30 days of entering into the lease or the renewal, as the case may be:
 - (i) notify the Corporation that the Unit is leased;
 - (ii) provide the Corporation with the lessee's name, the Owner's address and a copy of the lease or renewal or a summary of it in the form prescribed by the Act; and
 - (iii) provide the lessee with a copy of the Governing Documents.
- (b) If a lease of a Residential Unit is terminated and not renewed, the Owner of the Residential Unit shall notify the Corporation in writing.
- (c) In addition, no Owner other than the Declarant shall lease his Residential Unit unless he first delivers to the Corporation a covenant or agreement signed by the tenant, to the following effect:

"I acknowledge and agree that I, the members of my household, and my guests from time to time, will, in using the Unit rented by me and the Common Elements, comply with the Condominium Act, the Declaration, the by-laws, and all rules and of the Corporation, during the term of my tenancy, and will be subject to the same duties imposed by the above as if I were a Unit Owner, except for the payment of common expenses unless otherwise

provided by the Condominium Act and shall execute an agreement as may be required by the service provider of any utility relating to the Unit".

Section 28 - Tenant's Liability

If an Owner who has leased a Unit defaults in the Owner's obligation to contribute to the common expenses, the Corporation may, by written notice to the lessee, require the lessee to pay to the Corporation the lesser of the amount of the default and the amount of the rent due under the lease in accordance with the Act.

Section 29 - Owner's Liability

Any Owner leasing his Unit shall not be relieved thereby from any of his obligations with respect to the Unit, which obligations shall be joint and several with his tenant.

PART SIX – MAINTENANCE AND REPAIRS

Section 30 – Repairs and Maintenance by Owner

- (a) Each Owner shall maintain his Unit, and subject to the provisions of this Declaration and the Act, each Owner shall repair his Unit after damage all at his own expense.
- (b) Notwithstanding anything hereinbefore provided to the contrary, each Owner shall be responsible for all damages to any and all other Units and to the Common Elements, which are caused by the failure of such Owner to so maintain and repair his Unit, save and except for any such damages the cost of repairing which may be recovered under any policy of insurance held by the Corporation.
- (c) The Corporation shall make any repairs that an Owner is obligated to make and that he does not make within a reasonable time after damage occurs, and the Corporation may perform any maintenance that an Owner is obligated to perform and that he does not perform within a reasonable time. In such event, an Owner shall be deemed to have consented to having maintenance and/or repairs done to his Unit by the Corporation. The Owner shall reimburse the Corporation in full for the cost of such maintenance and/or repairs, including any legal or collection costs incurred by the Corporation in order to collect the costs of such maintenance and/or repairs, and all such costs shall bear interest at the rate of 4% per annum above the prime lending rate charged by the Corporation's Bank to its best risk commercial customers, until paid. The Corporation may collect such costs in such instalments as the board may decide upon, which instalments shall be added to the monthly contributions towards the common expenses of such Owner, after receipt of written notice from the Corporation thereof, and shall be treated in all respects as common expenses, and recoverable as such.
- (d) In addition to the requirements of the Act, which are imposed upon the Corporation when the building has been substantially damaged, the Corporation shall deliver, by registered mail to all mortgagees who have notified the Corporation of their interest in any Unit, notice that substantial damage has occurred to the property, along with notice of any meeting requisitioned by the Owners pursuant to the Act.
- (e) While Owners are responsible for the maintenance, repair and replacement of the HVAC Equipment, the Corporation may, if approved by a majority of the Owners at a meeting called for that purpose, undertake the maintenance, repair and replacement of the HVAC Equipment, with such periodic maintenance to include regularly scheduled inspections of the HVAC Equipment and the cleaning and replacement of air filters. If the Corporation undertakes the maintenance, repair, and replacement of the HVAC Equipment pursuant to the foregoing, the Corporation shall make provision in its annual budget for the maintenance and repair of the HVAC Equipment servicing each Unit, including the replacement of air filters, whereupon such costs shall be allocated as part of the common expenses, and the Corporation shall undertake such work in compliance with common industry practice with regard to the manufacturers' recommended maintenance program. The Corporation shall not be responsible for damage which arises as a result of premature failure, improper functioning and/or inadequate repair of the HVAC Equipment. Each Owner shall remain liable for any damage to the Unit and/or Common Elements due to the malfunction of the HVAC Equipment caused by the act or omission of an Owner, his or her servants, agents, tenants, family or guests. No Owner shall make any change, alteration or addition in or to such equipment without the prior written consent of the Board.

Section 31 – Maintenance and Repairs to Common Elements

- (a) Except as otherwise provided herein, the Corporation shall maintain and repair, after damage, the Common Elements. This duty to maintain and repair shall extend to all doors which provide access to the Residential Units and all windows (except maintenance to the

interior surface thereof, and exterior surfaces which are accessible by any balcony or terrace the responsibility for which shall remain with the affected Unit Owner).

- (b) Each Owner enjoying exclusive use of any balcony or terrace shall be solely responsible for maintenance and non-structural repair of such area, subject to the overall direction of the Board.
- (c) Every Owner from time to time shall forthwith reimburse the Corporation for repairs to and replacement of windows and doors (including the locks, door hardware and any tracks and screens relating thereto) serving his Residential Unit, and for repairs to any part of the Common Elements caused by his negligence or intentional misconduct or that of the residents, tenants, invitees or licensees of his Residential Unit, or members of his family, to the extent that such costs may not be recovered under any policy of insurance held by the Corporation without inordinately increasing the premium payable for such insurance as determined by the board in its sole discretion.
- (d) Each Owner enjoying exclusive use of any balcony or terrace the exclusive use of which has been designated to such Unit Owner by the Declaration, shall allow access upon the Corporation's request at all reasonable times to the Corporation, or to any of its servants, agents or contractors for the purpose of facilitating any repair or maintenance of the property which is the Corporation's duty to repair or maintain, including, without limitation, the maintenance, repair and replacement of windows, and for the purpose of installing or operating window washing equipment, scaffolding and a swingstage (in order to facilitate the cleaning of all windows exterior to the Residential Units), where applicable. If applicable, no Owner shall in any way alter, remove or obstruct the window washing anchors, if any, located on the exclusive use Common Elements. and window washing anchors.

PART SEVEN – INDEMNIFICATION

Section 32 – Indemnification by Owners

Each Owner shall indemnify and save harmless the Corporation from and against any loss, costs, damage, injury or liability whatsoever which the Corporation may suffer or incur resulting from or caused by an act or omission of such Owner, or any resident, tenant, invitee or licensee of his Residential Unit, including but not limited to any breach of the Act, the Governing Documents or any agreements to which the Corporation is a party, in force from time to time, to or with respect to the Common Elements or to any Unit or any part of the Building, except for any loss, costs, damage, injury or liability insured against by the Corporation and for which insurance proceeds are in fact payable. All payments to be made by any Owner pursuant to this Section are deemed to be additional contributions toward the common expenses payable by such Owner, and are allocated and recoverable as such.

PART EIGHT – INSURANCE

Section 33 – Insurance Maintained by the Corporation

- (a) Property Insurance

The Corporation shall obtain and maintain insurance, on its own behalf and on behalf of the Owners, for damage to the Units (except for any improvements made or acquired by the Owners), Common Elements and personal property owned by the Corporation (excluding furnishings, furniture or other personal property supplied or installed by the Owners) that is caused by major perils as defined in the Act, and insurance against such other perils or events as the Board may from time to time deem advisable, in an amount equal to the full replacement cost of such real and personal property, and such Units, without deduction for depreciation. This insurance may be subject to a loss deductible clause, which may vary in respect of the various perils insured against as advised is prudent by the Corporation's insurance advisors or managing agent. The Corporation's responsibility to insure against major perils in respect of property damage to a Unit shall be limited, to the extent permitted by the Act, to those elements comprising a standard unit to which the damaged unit belongs (the "Standard Unit") and the responsibility to insure such unit shall not include the responsibility to insure any betterments to such Units which are not part of the Standard Unit.

- (b) Other Insurance

The Corporation shall obtain and maintain insurance against its liability resulting from a breach of duty as occupier of the Common Elements and lands and units that the Corporation holds as an asset, and insurance against its liability arising from its ownership,

use or operation, by or on its behalf, of boilers, machinery, pressure vessels and motor vehicles.

(c) General Provisions re Policies of Insurance

Such policy or policies of insurance will insure the interest of the Corporation and the Owners from time to time, as their respective interests may appear, with mortgage endorsements which shall be subject to the provisions of this Declaration, the insurance trust agreement, and the Reciprocal Operating Agreement, and shall contain the following provisions:

- (i) proceeds arising from any loss shall be payable to the Insurance Trustee, save and except that when the amount receivable from the Insurer for any loss arising out of any one occurrence is less than 15% of the replacement cost of the property covered by the policy, the proceeds of such loss shall be payable to the Corporation or other loss payee under the policy and not to the Insurance Trustee, subject to the provisions of this Declaration to the contrary;
- (ii) waivers of subrogation against the Corporation, its managers, agents, employees and servants, and against the Unit Owners and any resident, tenant, invitee or licensee of a Unit, and as otherwise required or modified by the Reciprocal Operating Agreement and in any event excluding damage arising out of arson and fraud caused by any one of the above;
- (iii) such policy or policies of insurance shall not be cancelled or substantially modified without at least 60 days' written notice sent by registered mail to all parties whose interests appear thereon, and to the Insurance Trustee, and to any first mortgagee who has charges on more than 25% of the Residential Units;
- (iv) waivers of any defence based on co-insurance or of invalidity arising from any act or omission, or breach of a statutory condition, by any insured;
- (v) provision that the same shall be primary insurance in respect to any other insurance carried by the Owner;
- (vi) waiver of the insurer's option to repair, rebuild or replace in the event that after damage the government of the property is terminated pursuant to the Act, which provision shall not be required to be contained in the Corporation's policy referred to in paragraph (b) of the Section titled "Insurance Maintained by the Corporation".

Section 34 – General Provisions Regarding the Condominium Insurance

- (a) Prior to obtaining any policy or policies of insurance under this Part, save for the Corporation's policy referred to in paragraph (b) of the Section titled "Insurance Maintained by the Corporation", or any renewal or renewals thereof, or at such other times as the Board may deem advisable, the Board shall, (unless it is satisfied that its current appraisal of the full replacement cost of the property is sufficient for its purposes) obtain an appraisal from an independent qualified appraiser, of the full replacement cost of the property, for the purpose of determining the amount of insurance to be effected pursuant thereto, and the costs of such appraisals shall be a common expense. In this regard, the Board can rely on the appraisal obtained pursuant to the Reciprocal Operating Agreement with respect to the property covered by such appraisal and provided that no appraisal shall be necessary for the period prior to the turnover meeting required to be held pursuant to the Act, with respect to the initial policy or policies placed by the Declarant.
- (b) Save as set forth herein or save as set forth in the Reciprocal Operating Agreement, the Corporation, its Board and its officers, shall have the exclusive right, on behalf of itself and as agents for the Owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation and to give such releases as are required and any claimant, including the Owner of a damaged Unit, shall be bound by such adjustment. Provided, however, that the board may, in writing, authorize an Owner to adjust any loss to his Unit, and must do so if required by the Reciprocal Operating Agreement.
- (c) Every mortgagee shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage. This paragraph (c) shall be read without prejudice to the right of any mortgagee to exercise the right of an Owner to vote, or to consent to matters at meetings of Owners, if the mortgage itself contains such a provision, and shall also be read without prejudice to the right of any mortgagee to receive the proceeds of any insurance policy if the property is not repaired or replaced.

- (d) A certificate or memorandum of all insurance policies and endorsements thereto shall be issued as soon as possible to each Owner and mortgagee who has notified the Corporation of his interest in any Unit. Renewal certificates or certificates of new insurance policies shall be furnished to each Owner, and renewal certificates or certified copies of new insurance policies shall be furnished to each mortgagee who has notified the Corporation of his interest in any Unit, no later than 10 days before the expiry of any current insurance policy. The master policies for any insurance coverage maintained by the Corporation shall be kept by the Corporation in its offices, available for inspection by an Owner or mortgagee or other insured, or by the Insurance Trustee on reasonable notice to the Corporation.
- (e) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by or for the Corporation, or to direct that loss shall be payable in any manner other than as provided in this Declaration.

Section 35 – Indemnity Insurance

The Corporation, no earlier than the date of the turnover meeting held pursuant to the Act, shall (and prior thereto may at its option) obtain and maintain insurance for the benefit of directors and officers of the Corporation, in order to indemnify them against any liability, cast, charge or expense (the "liabilities") incurred by them in the execution of their duties, provided that such insurance shall not indemnify them against liabilities incurred as a result of a contravention of the Act.

Section 36 – Insurance Maintained by the Individual Unit Owners

It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the Corporation and that the following insurance shall be obtained, or any other insurance, if deemed necessary or desirable by any Owner, may be obtained and maintained by such Owner:

- (a) Insurance for anything that is not part of the Standard Unit, including any additions or improvements made by an Owner to his Residential Unit, including but not limited to, furnishings, fixtures, equipment, decorating and personal property, chattels and inventory of the Owner contained within his Residential Unit, and his personal property and chattels stored elsewhere on the property, including his automobile or automobiles and for loss of use and occupancy of his Residential Unit in the event of damage. Such policy or policies of insurance shall contain waivers of subrogation against the Corporation, its manager, agents, employees and servants, and against the other Owners and any tenants, invitees or licensees of such other Residential Units, except for any damage arising from vehicle impact, arson and fraud caused or contributed by any of the above.
- (b) Public liability insurance covering any liability of any Owner or any resident, tenant, invitee or licensee of his Unit, to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation.
- (c) Insurance covering additional living expenses incurred by an Owner if forced to leave his Residential Unit by one of the hazards protected against under the Owner's personal property.
- (d) Insurance covering special assessments levied against an Owner's Unit by the Corporation.
- (e) Deductible coverage for the portion of any loss for which the Owner is responsible pursuant to the Act and the Governing Documents.

Section 37 – Insurance Trust Agreement

The Corporation may enter into, and at all times maintain, in accordance with any applicable provisions of this Declaration an insurance trust agreement (herein the "Insurance Trust Agreement") with a trust company, registered under the *Loan and Trust Corporations Act*, or a chartered bank or other firm qualified to act as an insurance trustee (the "Insurance Trustee"). The Insurance Trust Agreement shall provide that the Insurance Trustee is to hold all insurance proceeds which are subject to the terms of the Insurance Trust Agreement, in trust and disburse the proceeds in satisfaction of the Corporation's and Owners' respective obligations to repair in accordance with the provisions of the Act, this Declaration and the Insurance Trust Agreement. Notwithstanding the foregoing, where insurance proceeds payable on any one loss or occurrence are less than 15% of the replacement cost of the property covered by the policy, such proceeds shall be paid directly to the Corporation or the person whom the Corporation specifies pursuant to the direction of the Insurance Trustee as set forth in the Insurance Trust Agreement, and shall be held in trust and disbursed by the Corporation as if it were acting as the Insurance Trustee.

Notwithstanding anything herein contained, the Corporation may terminate the Insurance Trust Agreement by giving at least 60 days' notice in writing of the termination date to the Insurance Trustee.

PART NINE – DUTIES OF THE CORPORATION

Section 38 – Duties of the Corporation

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

- (a) to enter into, ratify and/or assume the Reciprocal Operating Agreement, and all registered municipal agreements as required by the City of Toronto, and to comply with all of the covenants, conditions, restrictions, agreements, obligations, terms and provisions contained therein and/or registered against the Property, in addition to any requirements set forth in the Act and the Governing Documents;
- (b) to enter into, ratify, confirm or assume any utility agreement as may be required for the operation of the Building, including without limitation, an agreement relating to the supply and distribution of electricity, water and heating/cooling to the Building and agreement for bulk internet supply/smart community services;
- (c) to enter into, ratify, confirm or assume the Car Sharing Operation Agreement;
- (c) to enter into, ratify, confirm or assume any agreement(s) as may be required for the leasing and operation of any automation systems for the Building, including an access and environment control system;
- (d) to operate, maintain and keep in good repair, as would a prudent owner of similar premises at all times, the Common Elements and assets of the Corporation, including, without limitation, the removal of graffiti and other unsightly demarcations from the exterior of the Building within 10 working days of any such occurrence;
- (e) to accept the transfer and the Corporation's share of ownership in the Service Units; and
- (f) to purchase and accept the transfer of any Parking Units as determined by the Declarant.

PART TEN – GENERAL MATTERS

Section 39 – Check Metering of Utilities

- (a) The Corporation may contract for the purchase of any utility from the appropriate utility provider. Additionally, each Owner may be required to contract with a local distribution company, a private retailing company and/or from a metering company for the supply of any utility to the Unit. Utilities consumed in each Unit may be measured by a suite metering system (a "SMS") operated by the company that installed the SMS (the "Metering Company") and may be invoiced to such Owner by the Metering Company in accordance with an agreement to be entered into by the Corporation, or the respective Unit Owner and the Metering Company. In the alternative, the Declarant may at first instance enter into such an agreement and upon either the registration of the Corporation or upon occupancy of each respective Residential Unit the Declarant shall be automatically released from all of its liabilities and obligations thereunder with the result that it shall no longer from such time be liable to the other party(ies) to any agreements for any breach of the agreement caused or occurring subsequent to such date. Correspondingly, the Corporation or the Residential Unit Owner, as the case may be, shall assume all such liabilities and obligations from such date.
- (b) Each Owner shall receive and be responsible for payment of the invoice with respect to the consumption of such utilities for his Unit. The Owner shall remit payment to the relevant Metering Company for utility consumption, separate from any other obligations the Unit Owner has with respect to payment of common expenses as an Owner within the Condominium. For greater certainty, the cost of such utility consumption within the Residential Units shall not form part of the common expenses.
- (c) The following shall apply where the Corporation is liable to the utility supplier at first instance, but shall not apply where the Residential Unit Owner contracts directly with the utility supplier:
 - (i) any monies owing with respect to invoices for any utility consumption described in this Section and not paid to the relevant Metering Company by the Owner according

to the terms of the invoice, shall be paid by the Corporation to such Metering Company and shall thereupon be a debt owed by the Owner of the Unit and shall be collectable by the Corporation as if same were common expenses in arrears and for such purposes only shall be considered common expenses. Payment to the Corporation shall be made in such manner and with such frequency as determined by the Board from time to time acting reasonably in the event of such default. Interest will accrue on arrears of money owing for such utility consumption at a rate set out herein for arrears owing to the Corporation;

- (ii) in the event a Unit Owner is in default of payment of invoices to the Metering Company, as a condition of being supplied or continuing to be supplied with such utility, the Corporation has the right to require an Owner to maintain a deposit with the Corporation in an amount equal to two month's common expense fees. The Corporation is entitled to apply such deposits against monies owing by a defaulting Owner with respect to the supply of such utility; and
- (iii) the Corporation shall be entitled, subject to complying with all other laws and regulations, to either stop the supply of such utility to any Unit where payments owing for same are more than 30 days in arrears and/or to register a common expense lien against the Unit.

Section 40 – Rights of Entry to a Unit

- (a) The Corporation, or any insurer of the property or any part thereof, their respective agents, employees or authorized representatives, and any other person authorized by the Board, shall be entitled to enter any Unit at all reasonable times and upon giving reasonable notice, for the purposes of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy, remedying any condition which might result in damage to the property, carrying out any duty imposed upon it by the Corporation, or to perform the objects and duties of the Corporation or to exercise the powers of the Corporation, or in order to exercise any right, remedy or privilege any one of them may have pursuant to the Reciprocal Operating Agreement or to carry out any duty imposed by such agreements or such other obligations that bind the Corporation.
- (b) The Declarant and its authorized agents and contractors shall be entitled to enter upon any Unit and the Common Elements of the Corporation to rectify any matter required to be satisfied under any municipal, regional and/or utility agreement until all of the Declarant's obligations under such agreements have been satisfied in full.
- (c) In case of an emergency, any agent, employee or authorized representative of the Corporation may enter any Unit at any time without notice, for the purpose of repairing the Unit or the Common Elements or for the purpose of correcting any condition which might result in damage or loss to the property or any assets of the Corporation. The Corporation or anyone authorized by it may determine whether such an emergency exists.
- (d) The Corporation, its agents, employees, authorized representatives and others authorized by the board shall have the right to enter any Unit at all reasonable times and upon giving reasonable notice to read, install, maintain, repair or inspect:
 - (i) any part of the Building (including without limitation, the maintenance, repair and replacement of any windows or window washing anchors); and
 - (ii) any metering devices, installation or equipment necessary for the providing or monitoring of utilities or services to the Unit or other Units or the Common Elements.

For the purposes of the monitoring, repair and replacement of the windows and wall systems, roof anchors to be utilized for working apparatus relating to the aforementioned uses described in this paragraph or by personnel may be installed on the exclusive use portion of the Unit and cannot be removed by the Owner

- (e) Any supplier of a utility is entitled to enter any Unit and the Common Elements upon 24 hours notice to any Owner or the Corporation, as the case may be, and without notice in the case of emergency, for the purpose of
 - (i) conducting inspection, maintenance, repair and replacement and other services in relation to the distribution systems for such utility and its related equipment and wiring;
 - (ii) facilitating the usage and operation of such systems; and
 - (iii) installing, maintaining, reading, repairing, replacing and inspecting any metering devices or equipment necessary for the providing or monitoring of utilities to the Unit or other Units or the Common Elements.

- (f) If any Owner, resident or tenant of a Unit shall not be personally present to grant entry to such Unit to such person mentioned in subparagraph (c) of this Section, the Corporation, or any person authorized by the Corporation, any of their agents or employees, may enter upon such Unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof, provided that they exercise reasonable care.
- (g) The Corporation shall retain a master key to all locks to all Units and exclusive use areas. No Owner, resident, or tenant shall change any lock or place any additional locks on the doors to any Unit or in the Unit or to any part of the Common Elements of which such Owner, resident or tenant has the exclusive use without all such locks being on the Corporation's master key system.
- (h) The rights and authority hereby reserved to the Corporation, any insurer as aforesaid, and their respective agents, employees or authorized representatives, does not impose upon them any responsibility or liability whatsoever for the care or supervision of any Unit except as specifically provided in the Governing Documents.

Section 41 – Owner's Default

If any Owner of a Unit fails to pay the Corporation any amount (the "Amount") of money required to be paid pursuant to this Declaration that may not be a common expense, the Corporation's by-laws and/or rules or otherwise when required, then in addition to any other rights, powers or remedies available to the Corporation at common law, by statute, or in equity, the Corporation shall be entitled to:

- (a) charge and levy interest against such Owner (hereinafter referred to as the "Defaulting Owner") in respect of such unpaid Amount and on all costs and expenses incurred by the Corporation in collecting (or attempting to collect) same, including all legal expenses incurred by the Corporation on a solicitor-and-his/her-own-client basis, at a rate equal to 24% per annum, calculated monthly, not in advance, with interest on the unpaid Amount commencing to accrue from and after the date which the Amount is due and payable and with interest on all of the expenses incurred in collecting (or attempting to collect) same commencing to accrue from and after the respective dates that the Corporation incurred or expended same, and all such interest shall continue to accrue at the aforesaid rate until the date that all of the foregoing amounts are fully paid; and
- (b) maintain and enforce a lien against the Defaulting Owner's Unit(s), as security for the payment of the Amount (hereinafter referred to as the "Lien") and all costs and expenses incurred by the Corporation in collecting (or attempting to collect) same together with all outstanding interest accruing thereon as aforesaid, with the Lien being enforceable by the Corporation in the same manner, and to the same extent, as a real property mortgage or charge, and with all the powers, rights and remedies inherent in (or available to) a mortgagee or chargee when a mortgage or charge of real estate is in default, pursuant to the provisions of the *Mortgages Act*, R.S.O. 1990, c. M.40, as amended and/or any other applicable statutory provision or common law principle applicable thereto, and in the event that the Land Registrar requires the Corporation, as a prerequisite to the registration and/or enforcement of the Lien, to apply to a court of competent jurisdiction of any order, direction, advice or authorization, then the Corporation shall be entitled to forthwith apply to such court for same and the Defaulting Owner shall for all purposes be deemed to have consented to any such application by the Corporation, and concomitantly, the Defaulting Owner shall be forever barred and estopped from bringing or instituting any action, suit, claim or other proceeding to defend, defeat, hinder or delay any such application by the Corporation or the maintenance and enforcement of the Lien by the Corporation.

Section 42 – Invalidity

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

Section 43 – Waiver

The failure to take action to enforce any provision contained in the Act, the Governing Documents or the Reciprocal Operating Agreement, irrespective of the number of violations or breaches which may occur, shall not constitute a waiver of the right to do so thereafter, nor be deemed to abrogate or waive any such provision.

Section 44 – Commercial Component Notice

The Owners and the Corporation acknowledge and agree that odour, emissions and/or noise emanating from the Commercial Component may cause inconvenience and/or disturbance to the

Owners and occupants of the Condominium. The Owners and the Corporation acknowledge and agree that no claim of any kind shall be made against

- (i) the Declarant, the Commercial Component Owner, and their respective successors and assigns;
- (ii) any company or entity related or affiliated to the foregoing; and
- (iii) any officer, director, shareholder or employee of such entities arising from the use of the Commercial Component, provided such use is in compliance with the applicable by-laws relating thereto.

The Owners and the Corporation acknowledge and agree that this covenant may be pleaded as a complete defence to any action commenced by the Owners or any of them, and/or the Corporation.

Section 45 - Notice

Except as provided in the Act or as hereinbefore set forth, any notice, direction or other instrument required to be given shall be given as follows:

- (a) Method of giving notice: Any notice, communication or other document, including budgets and notices of assessments required to be given or delivered by the Corporation, shall be sufficiently given if delivered personally to the person to whom it is to be given or if delivered to the address noted in the record, or if mailed by prepaid ordinary mail in a sealed envelope addressed to him at such address or if sent by means of wire or wireless or any other form of transmitted or recorded communication, to such address or, where such notice is required to be given to a Unit Owner, delivered to the Owner's Unit or at the mailbox of the Unit unless, the Corporation has received a written request from such Owner that the notice not be given in this manner, or the address for service that appears in the record is not the address of the Unit of the Owner. Any notice, communication or other document to be given by the Corporation to any other person entitled to notice and who is not an Owner shall be given or delivered to such person in the manner aforesaid to the address shown for him on the record. Such notice, communication or document shall be deemed to have been given when it is delivered personally or delivered to the address aforesaid; provided that a notice, communication or document so mailed shall be deemed to have been given when deposited in a post office or public letter box and notice sent by any means of wire or wireless or any other form of transmitted or recorded communication shall be deemed to have been given when delivered to the appropriate communication company or agency or its representative for dispatch.
- (b) Notice to the Board or Corporation: Any notice, communication or other document to be given to the Board or Corporation shall be sufficiently given if mailed by prepaid ordinary mail or air mail in a sealed envelope addressed to it at the address for service of the Corporation set out in the Declaration. Any notice, communication or document so mailed shall be deemed to have been given when deposited in a post office or public letter box.
- (c) Omissions and Errors: The accidental omission to give any notice to anyone entitled thereto or the non-receipt of such notice or any error in any notice not affecting the substance thereof shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise founded thereon.

If such notice is mailed as aforesaid, the same shall be deemed to have been received and to be effective on the 3rd business day following the day on which it was mailed.

Section 46 – Interpretation of Declaration

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

Section 47 – Headings

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

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

DATED at _____ this _____ day of _____, 202__.

QUEENSWELL LTD.

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

I/We have the authority to bind the Corporation

SCHEDULE “A”

LEGAL DESCRIPTION OF THE LANDS

In the City of Toronto, being comprised of Part of Block A on Registered Plan M-616 and Part of Lot 10 in 2nd Meridian Concession, designated as **PARTS** _____ on Reference Plan 66R-undeposited, being part of PINs 07526-0306 (LT), 07526-0307 (LT), 07526-0308 (LT), 07526-0309 (LT), 07526-0310 (LT), hereinafter referred to as the "Residential Condominium Lands".

TOGETHER WITH and **SUBJECT TO** rights-of-way or rights in the nature of easements pertaining to the Residential Condominium Lands, for the purposes of support, vehicular and pedestrian access, services, inspection, construction and repair.

In my opinion, based on the parcel register and the plans and documents recorded in them, the legal description is correct, the described easements will exist in law upon the registration of the Declaration and Description and the Declarant is the registered owner of the property and appurtenant interests.

LOOPSTRA NIXON LLP
Barristers & Solicitors
Solicitors for the Declarant

Per: _____

Name:

DATED this ____ day of _____, 202_.

NOTE: This project is comprised of a residential condominium and freehold commercial component. These components will enter into a reciprocal operating agreement for items which may include but are not limited to servicing, loading/moving, garbage and recycling. The extent of the lands illustrated is based on preliminary design and the Declarant, at its sole discretion, shall determine the final property limits of the Residential Condominium Lands and the freehold commercial component. shall, if necessary or convenient, create and enter into agreements or transfer appurtenant and servient easements for the servicing and benefit of this condominium and the commercial component. The Declarant shall, if necessary or convenient, enter into agreements or transfer appurtenant and servient easements for the servicing and benefit of this condominium and the freehold office/retail component. The Declarant may also, at its sole discretion, transfer portions of the lands for road widening, 0.3 metre reserve or other purposes, as it deems necessary or advantageous to the development of the site. The final condominium property limits and the easements pertaining to this specific component shall be more precisely described in the final Description and Declaration submitted for condominium registration. Please also note that the extent of the proposed development uses may extend to include the lands above/below portions of this condominium.

SCHEDULE "B"

CONSENT OF MORTGAGEE UNDER CLAUSE 7(2)(b) OF THE CONDOMINIUM ACT

- 1. We _____ have a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998*, registered as Number _____ in the Land Registry Office for the Land Titles Division of Toronto (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 _____ day of _____, 202_.

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the Corporation.

SCHEDULE “C”

UNIT BOUNDARIES

Each Residential Unit, Parking Unit, Combined Parking/Locker Unit, Locker Unit and Service Unit shall comprise the area within the heavy lines shown on Part 1, Sheets 1 to 8 inclusive of the Description with respect to the unit numbers indicated thereon. The monuments controlling the extent of the Residential Units, Parking Units, Combined Parking/Locker Units, Locker Units and Service Units are the physical surfaces and planes referred to below, are illustrated on Part 1, Sheets 1 to 8 of the Description and all dimensions shall have reference to them.

Without limiting the generalities of the foregoing, the boundaries of each Unit are as follows:

1.

BOUNDARIES OF THE RESIDENTIAL UNITS (approximately 103 Units)

(Proposed Units 1 to 25 inclusive on Levels 2 and 3; Units 1 to 18 inclusive on Level 4, Units 1 to 16 inclusive on Level 5, Units 1 to 10 inclusive on Level 6, Units 1 to 9 inclusive on Level 7)
- a)

Each Residential Unit shall be bounded vertically by:
- i)

The upper surface and plane of the concrete floor slab and/or the production thereof.
- ii)

The lower surface and plane of the concrete ceiling slab and/or the production thereof.
- b)

Each Residential Unit shall be bounded horizontally by:
- i)

The backside surface and plane of the drywall sheathing and/or the production thereof on all exterior walls or walls separating a unit from the common elements.
- ii)

The unfinished unit side surface and plane of the exterior doors (said doors and windows being in a closed position), door and window frames and the unit side surface of all glass or acrylic panel located therein.
- In the vicinity of suspended ceilings, bulkheads, ducts, pipe spaces and concrete columns, the unit boundaries are the backside face of the drywall sheathing enclosing said suspended ceilings, bulkheads, ducts, pipe spaces and masonry structural columns and walls.
2.

BOUNDARIES OF PARKING UNITS

(Proposed 81 Units on Levels A and B)
3.

BOUNDARIES OF THE COMBINED PARKING/LOCKER UNITS

(Proposed 1 Unit on Level B)
- a)

Each Parking Unit and Combined Parking/Locker Unit shall be bounded vertically by:
- i)

The upper surface and place of the concrete floor slab and/or the production thereof.
- ii)

The plane established 2.10 metres perpendicularly distant above and parallel to the upper finished surface of the concrete floor slab.
- b)

Each Parking Unit and Combined Parking/Locker Unit shall be bounded horizontally by one or a combination of:
- i)

The surface and plane of the masonry wall and concrete wall or column and/or the production thereof.
- ii)

The vertical plane established by the line and face of the concrete columns and/or the production thereof.
- iii)

The vertical plane established by the centre-line of columns and/or the production thereof.
- iv)

The vertical plane established by measurements.

- v) The vertical plan established by measurement and perpendicular to the masonry or concrete wall.
- vi) The vertical plane established perpendicular to the concrete wall and passing through the centre-line of the concrete columns and/or the production thereof.
- vii) The vertical plane established perpendicular to the concrete wall and passing through the face of the concrete columns and/or the production thereof.

4. BOUNDARIES OF THE LOCKER UNITS
(Proposed 8 Units on Levels A and B)

- a) Each Locker Unit shall be bounded vertically by one or a combination of:
 - i) The upper surface and plane of the concrete floor slab and/or the production thereof.
 - ii) The interior surface and place of the steel wire mesh.
- b) Each Locker Unit shall be bounded horizontally by one or a combination of:
 - i) The surface and plane of the masonry wall and concrete wall or column and/or the production thereof.
 - ii) The backside surface and plane of the drywall sheathing.
 - iii) The unit side surface and place of the steel wire mesh and frame.

5. BOUNDARIES OF THE SERVICE UNITS
(Being 3 Units on Levels __)

- a) Each Service Unit shall be bounded vertically by:
 - i) The upper surface and plane of the concrete floor slab and/or the production thereof.
 - ii) The lower surface and plane of the concrete ceiling slab and/or the production thereof.
- b) Each Service Unit shall be bounded horizontally by one or a combination of:
 - i) The back side face of the drywall sheathing and production thereof.
 - ii) The vertical plane established by measurements.
 - iii) The surface and plane of the masonry wall and concrete wall or column and/or the production thereof.
 - iv) The unfinished unit side surface and plane of all exterior doors, door and window frames, the said doors and windows being in a closed position and the unit side surface of the glass or acrylic panels contained 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 on Part 1, Sheets 1 to 8 inclusive of the Description.

Dated

Waldemar Golinski
Ontario Land Surveyor

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

NOTE: The Declarant, at its sole, absolute and unfettered discretion, reserves the right to: (a) increase, decrease, eliminate or vary the number and types of all units on all levels; (b) increase or decrease the number of levels within the Building which forms part of the Condominium; (c) re-number all unit and level numbers; (d) revise unit boundaries to reflect “as-built” conditions at the time of condominium registration.

SCHEDULE “D”

Percentage Contribution to Common Expenses and Percentage Interest in Common Elements by Unit and Level Number

Unit No.	Level No.	% Contribution to Bulk Internet	% Contribution to Common Expenses	% Interest in Common Elements
1	2	0.9709	0.7452	0.7485
2	2	0.9709	0.7355	0.7388
3	2	0.9708	1.1741	1.1793
4	2	0.9708	1.1342	1.1365
5	2	0.9709	0.7465	0.7499
6	2	0.9709	0.7260	0.7291
7	2	0.9709	0.7260	0.7291
8	2	0.9709	0.7260	0.7291
9	2	0.9709	0.6904	0.6919
10	2	0.9709	0.8029	0.8065
11	2	0.9709	0.9060	0.9100
12	2	0.9709	0.8813	0.8852
13	2	0.9709	0.9143	0.9183
14	2	0.9708	0.9431	0.9473
15	2	0.9708	0.9638	0.9680
16	2	0.9709	0.7177	0.7209
17	2	0.9709	0.7067	0.7098
18	2	0.9709	0.8016	0.8051
19	2	0.9709	0.8016	0.8051
20	2	0.9709	0.8016	0.8051
21	2	0.9709	0.7465	0.7499
22	2	0.9709	0.7465	0.7499
23	2	0.9709	0.7465	0.7499
24	2	0.9709	0.7465	0.7499
25	2	0.9709	0.7260	0.7291
1	3	0.9709	0.6820	0.6850
2	3	0.9709	0.6558	0.6587
3	3	0.9708	1.0861	1.0909
4	3	0.9708	1.1342	1.1365
5	3	0.9709	0.7465	0.7499
6	3	0.9709	0.7260	0.7291
7	3	0.9709	0.7260	0.7291
8	3	0.9709	0.7260	0.7291
9	3	0.9709	0.6904	0.6919
10	3	0.9709	0.8029	0.8065
11	3	0.9709	0.9060	0.9100
12	3	0.9709	0.8813	0.8852
13	3	0.9709	0.9143	0.9183
14	3	0.9708	0.9431	0.9473
15	3	0.9709	0.9046	0.9087
16	3	0.9709	0.6613	0.6642
17	3	0.9709	0.6504	0.6532
18	3	0.9709	0.7465	0.7499
19	3	0.9709	0.7465	0.7499
20	3	0.9709	0.7465	0.7499
21	3	0.9709	0.7465	0.7499
22	3	0.9709	0.7465	0.7499
23	3	0.9709	0.7465	0.7499
24	3	0.9709	0.7465	0.7499
25	3	0.9709	0.6654	0.6684
1	4	0.9708	1.3928	1.3823
2	4	0.9708	1.1342	1.1365
3	4	0.9709	0.7465	0.7499

Unit No.	Level No.	% Contribution to Bulk Internet	% Contribution to Common Expenses	% Interest in Common Elements
4	4	0.9709	0.7260	0.7291
5	4	0.9709	0.7260	0.7291
6	4	0.9709	0.7260	0.7291
7	4	0.9709	0.6904	0.6919
8	4	0.9709	0.8029	0.8065
9	4	0.9709	0.9060	0.9100
10	4	0.9709	0.8813	0.8852
11	4	0.9709	0.9143	0.9183
12	4	0.9708	0.9431	0.9473
13	4	0.9708	1.1976	1.1862
14	4	0.9708	1.0395	1.0274
15	4	0.9708	1.1357	1.1241
16	4	0.9708	1.1357	1.1241
17	4	0.9708	1.1357	1.1241
18	4	0.9708	0.9611	0.9487
1	5	0.9709	0.8360	0.8230
2	5	0.9708	1.1219	1.1269
3	5	0.9709	0.6490	0.6518
4	5	0.9709	0.6984	0.7015
5	5	0.9709	0.7260	0.7291
6	5	0.9709	0.7260	0.7291
7	5	0.9709	0.6904	0.6919
8	5	0.9709	0.8029	0.8065
9	5	0.9709	0.9060	0.9100
10	5	0.9709	0.8813	0.8852
11	5	0.9709	0.7919	0.7954
12	5	0.9708	1.6087	1.5993
13	5	0.9708	1.2389	1.2277
14	5	0.9708	1.1357	1.1241
15	5	0.9709	0.7659	0.7526
16	5	0.9709	0.5666	0.5524
1	6	0.9708	1.2774	1.2663
2	6	0.9709	0.5513	0.5538
3	6	0.9709	0.6833	0.6863
4	6	0.9709	0.7260	0.7291
5	6	0.9709	0.7260	0.7291
6	6	0.9709	0.6904	0.6919
7	6	0.9709	0.8029	0.8065
8	6	0.9709	0.9060	0.9100
9	6	0.9709	0.8813	0.8852
10	6	0.9709	0.6696	0.6725
1	7	0.9709	1.8438	1.8355
2	7	0.9709	0.8401	0.8272
3	7	0.9709	0.9460	0.9335
4	7	0.9708	1.0161	1.0039
5	7	0.9708	1.0422	1.0302
6	7	0.9708	1.2815	1.2705
7	7	0.9708	1.2815	1.2705
8	7	0.9708	1.2581	1.2470
9	7	0.9708	1.3131	1.3022
		-----	-----	-----
TOTAL RESIDENTIAL UNIT PERCENTAGE		100.0000	90.1613	90.1610
PARKING UNITS (0.1160 EACH)				
81 Parking Units	LA & B	0.0000	9.3960	9.3960
LOCKER UNITS (0.0363 EACH)				
8 Locker Units		0.0000	0.2904	0.2904

COMBINED PARKING/LOCKER				
UNIT (0.1523 EACH)				
1 Combined	LA	0.0000	0.1523	0.1523
Parking/Locker Unit				
SERVICE UNITS (0.0000 EACH)				
3 Service Units		0.0000	0.0000	0.0003
		-----	-----	-----
		100.0000	100.0000	100.0000
		=====	=====	=====

SCHEDULE “E”

COMMON EXPENSES

Common Expenses shall include the following:

- (a) All expenses of the Corporation incurred by it in the performance of its objects and duties whether such objects and duties are imposed under the provisions of the Act, the Declaration, the Reciprocal Operating Agreement, and any other agreement or instrument imposing obligations on the Corporation and the Governing Documents.
- (b) All sums of money payable by the Corporation for the obtaining and maintenance of any insurance coverage required or permitted by the Act or the Declaration.
- (c) All sums of money payable for utilities and services serving the Units (if same are not separately metered for such Units and, in this regard, all Residential Units will be individually metered for electricity and water) or Common Elements including, without limiting the generality of the foregoing, monies payable on account of:
 - (i) hydro;
 - (ii) gas;
 - (iii) water;
 - (iv) waste disposal;
 - (v) maintenance materials, tools and supplies

save and provided that:

the cost of the Corporation's proportionate or allocated share of the operation, maintenance, repair, replacement and inspection of any property or systems set forth in the Reciprocal Operating Agreement shall be as set forth and described in the aforesaid agreements. The Corporation shall be responsible for paying its share with respect to any of the foregoing agreements, it being understood that such allocations or responsibilities may be further adjusted, qualified or amended pursuant to any provisions of the Reciprocal Operating Agreement in which event the readjustment or qualified or amended adjustments shall prevail. The Corporation shall, subsequent to the registration of the Declaration, enter into, ratify and or assume the Reciprocal Operating Agreement with a view of covenanting to be responsible for its share of such costs.

- (d) all charges in respect of television, telephone, and hydro and water service relating to the Residential Units, shall be borne by the Owners directly and shall not form part of the common expenses.
- (e) All sums of money required by the Corporation for the acquisition or retention of real property for the use and enjoyment of the property, or for the acquisition, repair, maintenance or replacement of personal property for the use and enjoyment of the Common Elements.
- (f) All sums of money paid by the Corporation on account of lease payments relating to any building automated systems installed in the Condominium for the operation of the Condominium.
- (g) All sums of money paid or payable by the Corporation for legal, engineering, accounting, auditing, expert appraising, maintenance, managerial and secretarial advice and professional advice services required by the Corporation in the performance of its objects, duties and powers, including the costs and expenses of performing the reserve fund studies pursuant to the Act and the performance audit as required pursuant to the Act.
- (h) All sums of money paid or payable by the Corporation to any and all persons, firms or companies engaged or retained by it, or by its duly authorized agents, servants and employees for the purpose of performing any or all of the duties of the Corporation.

- (i) All sums of money assessed by the Corporation for the reserve fund to be paid by every Owner as part of their contribution towards common expenses, for the major repair and replacement of Common Elements and assets of the Corporation, in accordance with the Act and this Declaration.
- (j) All sums of money paid by the Corporation for any addition, alteration, improvement to or renovation of the Common Elements or assets of the Corporation.
- (k) All sums of money payable on account of realty taxes (including local improvement charges) levied against the property until such time as such taxes are levied against the individual Units.
- (l) The fees and disbursements of any insurance trustee.
- (m) All expenses incurred by the Corporation in enforcing any of the Governing Documents from time to time, and effecting compliance therewith by all Unit Owners and their respective tenants, residents or invitees.
- (n) The Corporation's share of the costs of the operation, maintenance, repair and replacement of the Joint Facilities, as provided for in the Reciprocal Operating Agreement and any amendment to the foregoing.
- (o) All sums of money required to fulfill the obligation to purchase Parking Units from the Declarant.

SCHEDULE "F"

EXCLUSIVE USE PORTIONS OF THE COMMON ELEMENTS

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

- a) The owner(s) of Residential Units 1,2,3,4,15 to 20 inclusive and 25 on Level 2, Units 4, 5, 6, 7, 8, 10, 11, 12, 13 and 14 on Level 3, Units 2, 3, 4, 5, 6, 8, 9, 10, 11 and 12 on Level 4, Units 2, 3, 4, 5, 6, 8, 9, 10, 11 and 12 on Level 5, Units 1 to 5 inclusive and 7 to 10 inclusive on Level 6 shall each have exclusive use of that portion of the common elements to which their Unit provides sole and direct access that is designated as **Balcony** or **Balconies** and is illustrated on Part 1, Sheets 2, 3, 4, 5 and 6 of the Description.
- b) The owner(s) of Residential Units 5, 6, 7, 8, 10, 11, 12, 13 and 14 on Level 2, Units 1, 2, 3 and 15 to 25 inclusive on Level 3, Units 1, 13, 14, 15, 16, 17 and 18 on Level 4, Units 1, 12, 13, 14, 15 and 16 on Level 5, Unit 1 on Level 6, Units 1 to 9 inclusive on Level 7 shall each have exclusive use of that portion of the common elements to which their Unit provides sole and direct access that is designated as **Terrace** or **Terraces** and is illustrated on Part 1, Sheet 2, 3, 4, 5, 6, 7 and 8 of the Description.

Notwithstanding the foregoing, any fixture, outlet, sign, apparatus or structure located within the limits of any exclusive use portion of the common elements shall not form part thereof.

NOTE: The Declarant reserves the right, at its sole, absolute and unfettered discretion, to create and assign exclusive use portions of the common elements at the time of condominium registration.

SCHEDULE “G”

CERTIFICATE OF ARCHITECT OR ENGINEER
(UNDER CLAUSES 5 (8) (A) OR (B) OF ONTARIO REGULATION 48/01 OR CLAUSE 8 (1) (E) OR (H)
OF THE CONDOMINIUM ACT, 1998)

Condominium Act, 1998

I certify that:

[Strike out whichever is not applicable:

Each building on the property

OR

(In the case of an amendment to the declaration creating a phase:

Each building on the land included in the phase)]

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

(Check whichever boxes are applicable)

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

OR

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

OR

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

OR

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

OR

- ☐ There are no indoor and outdoor swimming pools.
- 11. ☐ Except as otherwise specified in the regulations, the boundaries of the units are

completed to the drywall (not including taping and sanding), plaster or other final covering, and perimeter doors are in place.

Dated this day of,

.....
(signature)

.....
(print name)

(Strike out whichever is not applicable:

Architect
Professional Engineer)

SCHEDULE II
Proposed Corporation By-law No. 1

TORONTO STANDARD CONDOMINIUM CORPORATION NO.*

BY-LAW NO.1

Be it enacted as a by-law of **TORONTO STANDARD CONDOMINIUM CORPORATION NO.***
(hereinafter referred to as "the Corporation" or "this Corporation" as follows:

ARTICLE I
DEFINITIONS

The terms used herein and, in particular, the capitalized terms used herein shall have ascribed to them the definitions contained in the Condominium Act, 1998, S.O. 1998, c.19, as amended, and the Regulations made thereunder {all of which are hereinafter referred to as the "Act"}, and the declaration of the Corporation.

ARTICLE II
SEAL

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

ARTICLE III
REGISTER

The Corporation shall maintain a record (hereinafter called the "Register") which shall note the name and address for service of the owner and mortgagee of each unit who has notified the Corporation of his entitlement to vote. The owner's address for service shall be the address shown for his unit and the mortgagee's address for service shall be the address shown for him on his mortgage registered in the Land Titles Office, unless the Corporation is given notice of a different address by such owner or mortgagee.

ARTICLE IV
MEETING OF MEMBERS

1. Annual General Meetings: The annual general meeting of the owners shall be held at such place within the City of Toronto, and at such time and on such day in each year as the board of directors of the Corporation (hereinafter called the "board") may from time to time determine, for the purpose of hearing and receiving the reports and statements required by the Act and the bylaws of the Corporation to be laid before the owners at an annual general meeting, and for the purposes of electing directors, confirming by-laws passed by directors, appointing an auditor and fixing or authorizing the board to fix his remuneration, and for the transaction of such other business as may be properly brought before the meeting. In circumstances where the board reasonably determines that there are significant risks to the health and safety of owners in attending a meeting in person, the board may, by resolution of the board setting out its rationale for such determination, decide to allow an annual meeting to be conducted by electronic means, or by a combination of electronic and in person meeting (hereinafter called an "Electronic Meeting"). The board shall lay before each annual general meeting of owners a financial statement made in accordance with generally accepted accounting principles, as well as the report of the auditor to the owners, and such further information respecting the financial position of the Corporation as the by-laws may require. The board shall hold an annual general meeting not more than 3 months after the registration of the declaration and description and subsequently within 6 months of the end of each fiscal year of the Corporation.

2. The First Meeting: The first annual general meeting shall be held not more than 3 months after the registration of the declaration and description. The owners shall, at such first meeting, appoint one or more auditors to hold office until the close of the next annual general meeting, and if the owners fail to do so, the board shall forthwith make such appointment. The remuneration of an auditor so appointed shall be fixed by the owners, or by the board if authorized to do so by the owners, but the remuneration of an auditor appointed by the board shall be fixed by the board. The Corporation shall then give notice in writing to an auditor of his appointment forthwith after such appointment is made.

3. Interim Meeting of the First Board: The first board as appointed by the declarant shall call and hold a meeting of owners by the later of 30 days after the day on which the declarant has transferred 20% of the units and 90 days after the day on which the declarant transfers the first unit in the Corporation. In circumstances where the board reasonably determines that there are significant risks to the health and safety of owners in attending a meeting in person, the board may,

by resolution of the board setting out its rationale for such determination, decide to allow such meeting to be conducted as an Electronic Meeting. At such interim meeting, the owners other than the declarant may elect 2 directors to the first board to hold office in addition to the directors appointed by the declarant even if the addition of an elected director results in more directors on the board than the declaration allows. The quorum for such interim meeting shall be constituted when 25% of the units in the Corporation not owned by the declarant are present at the meeting or represented by proxy. Such a meeting is not required to be called if by the day set for the meeting, the declarant no longer owns a majority of the units and advises the board in writing of that fact.

4. Turnover Meeting: The board, elected or appointed at a time when the declarant owns a majority of the units, shall, not more than 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, and such meeting shall be held within 21 days after the calling of the meeting (the "turnover meeting"). In circumstances where the board reasonably determines that there are significant risks to the health and safety of owners in attending a meeting in person, the board may, by resolution of the board setting out its rationale for such determination, decide to allow the turnover meeting to be conducted as an Electronic Meeting. If the turnover meeting is not called within such time, any owner or any mortgagee entitled to vote may call the meeting. At this meeting, the declarant or its agents shall give to the new board elected at that meeting the seal of the Corporation and all the books, documents, agreements, plans, warranties, financial records, and all other information required to be transferred pursuant to Section 43 of the Act. Furthermore, within 60 days after the turnover meeting, the declarant shall give the board an audited financial statement prepared as at the date of such meeting.

5. Special Meetings: The board may at any time call a meeting of the owners of the Corporation for the transaction of any business, the nature of which shall be specified in the notice calling the meeting. In circumstances where the board reasonably determines that there are significant risks to the health and safety of owners in attending a meeting in person, the board may, by resolution of the board setting out its rationale for such determination, decide to allow such meeting to be conducted as an Electronic Meeting. The board shall, upon receipt of a requisition in writing made by owners who together own at least 15% of the units, are listed in the record maintained by the Corporation under s.47(2) of the Act and are entitled to vote, call and hold a meeting of the owners within 35 days of receiving the requisition or add the business to be transacted to the agenda of the next annual general meeting if the requisitionists request or consent. If such meeting is not called and held, any of the requisitionists may call the meeting; and in such case, the meeting shall be held within 45 days of the day on which the meeting is called, and the Corporation shall, upon request by the requisitionist who called the meeting, reimburse the such requisitionist for the reasonable costs incurred in calling the meeting. If the nature of business to be presented at the meeting includes the removal of one or more of the directors, the requisition shall state, for each director proposed to be removed, the name of the director, the reasons for removal and whether the director occupies a position on the board that under subsection 51 (6) of the Act is reserved for voting by owners of owner-occupied units.

6. Notices: Notice of the time, place, and date of the turnover meeting, and each annual general or special meeting, shall be served on an owner not less than 15 days before the day on which the meeting is to be held, to each owner who has notified the Corporation in writing of the owner's name and address for service and whose name appeared on the record at least 20 days before the date of such meeting, and served on each mortgagee of a unit who under the terms of the mortgage has the right to vote at a meeting of the owners in place of the unit owner and has notified the Corporation in writing of the right and the mortgagee's name and address. Each notice of meeting, as hereinbefore required, shall be in writing and have the content required by subsection 47(9) of the Act and shall be served in accordance with subsections 47(7) and (8) of the Act, as the case may be.

7. Reports and Financial Statements: The corporation shall attach to the notice of the annual general meeting a copy of the financial statements and auditor's report. A copy of the minutes of the meeting of owners and of the board shall, within 10 days of such meeting, be furnished to each mortgagee who has, in writing, requested same.

8. Persons entitled to be present: The only persons entitled to attend a meeting of owners shall be the owners and mortgagees entered on the register, the auditor of the Corporation, the directors and officers of the Corporation, others who, although not entitled to vote, are entitled or required under the provisions of the Act or the by laws of the Corporation to be present at the meeting. Any other person may be admitted only on the invitation of the Chairman of the meeting or with the consent of a majority of those present at the meeting.

9. Electronic Meeting Requirements: In the event a meeting is set up solely as an Electronic Meeting, such meeting shall be deemed to be held at the Corporation's address for service. The platform used for an Electronic Meeting shall grant all those attending the meeting the ability to have real-time participation and shall permit them to reasonably and adequately observe the Electronic Meeting and communicate, in real time, with the chair, any guest and with each other, in a manner similar to the manner in which an attendee may participate and communicate at a meeting in person. All owners attending the Electronic Meeting shall have access, in real time, to all questions posed and all answers given at the meeting. All owner attending the Electronic Meeting shall have access, in real time, to the result of any vote cast at the meeting.

10. Quorum: At any meeting of owners other than the interim meeting referred to in paragraph 3 above, a quorum shall be constituted when persons entitled to vote and owning not less than 25% of the units are present in person or represented by proxy at such meeting. If 30 minutes after the time appointed for the holding of any meeting of owners has elapsed and a quorum is not present, the meeting shall be dissolved and shall stand adjourned. Notice of the time, day and place of the reconvening of such adjourned meeting shall be given not less than 10 days prior to the reconvening of such meeting. For the interim meeting referred to in paragraph 3 above, the quorum shall be constituted when 25% of the units in the Corporation not owned by the declarant are present at the meeting or represented by proxy. For the purposes of an Electronic Meeting, an owner qualifies as being present for the purpose of quorum where such owner is in attendance through the electronic means chosen by the board and the identity of the owner is capable of being confirmed by the person or platform specifically assigned such responsibility by the board and a reliable record confirming unit owners in attendance can be generated.

11. Right to vote: At each meeting of owners, and subject to the restrictions in Section 16 of this Article, every owner of a unit shall be entitled to vote, if he is entitled to receive notice of the meeting and is otherwise entitled to vote at the meeting. A mortgagee entitled to receive notice of a meeting of owners has the right to vote at a meeting in the place of the unit owner or exercise the right, if any, of the unit owner to consent in writing if the mortgagee gives notice to the corporation at least 4 days before the date of the meeting of the mortgagee's intention to exercise the right. If there is more than one mortgagee entitled to vote in respect of one unit, the mortgagee who has priority shall be entitled to vote in respect of the unit, and if that mortgagee fails to exercise the right then the mortgagee who is next in priority may exercise the right. If none of the mortgagees who have the right to vote exercises the right, then the unit owner has the right to vote at a meeting of the owners subject to subsection 51 (1) of the Act or to consent in writing. Any dispute over the right to vote shall be resolved by the Chairman of the meeting upon such evidence as he may deem sufficient. The vote of each such owner or mortgagee shall be on the basis of one vote per unit, and where two or more persons entitled to vote in respect of one unit are evenly divided on how to exercise their vote, the vote in respect of that unit shall not be counted.

12. Method of voting: At any annual general, special or turnover meeting, any question shall be decided by a show of hands or on a recorded vote, that is (i) marked on a ballot cast personally or by proxy; (ii) marked on an instrument appointing a proxy; or (iii) indicated by telephonic or electronic means if the board chooses to make available to owners a medium by which owners are able to cast a recorded vote by telephonic or electronic means (hereinafter called the "e-voting system"). A recorded vote may be requested by a person entitled to attend such meeting as aforesaid either before or promptly after the vote. Unless a recorded vote is so requested, a declaration by the Chairman that such question has by the show of hands been carried is prima facie proof of the fact, without proof of the number of votes recorded in favour of, or against, any such question. A demand for a recorded vote once given, may be withdrawn. Notwithstanding the above, the voting for the election of directors shall be by recorded vote only.

13. Representatives: An executor, administrator, committee of a mentally incompetent person, guardian or trustee (and where a corporation acts in such capacity any person duly appointed as proxy for such corporation) upon filing with the Secretary of the meeting sufficient proof of his appointment, shall represent the owner or mortgagee at all meetings of the owners of the Corporation and may exercise the owner's vote in the same manner and to the same extent as such owner. Should there be more than one executor, administrator, committee, guardian or trustee, the provisions of Section 16 of this Article shall apply.

14. Proxies: Every owner or mortgagee entitled to vote at meetings of owners, may, by instrument in writing, appoint a proxy for a particular meeting of owners, who need not be an owner or mortgagee, to attend and act at the meeting in the same manner, to the same extent, and with the same powers as if the owner or mortgagee were present himself. The instrument appointing a proxy shall be in writing signed by the appointer or his attorney authorized in writing. The instrument appointing a proxy shall be deposited with the Secretary of the meeting before any vote is cast

under its authority. An instrument appointing a proxy for the election or removal of a director at a meeting of owners shall state the name of the directors for and against whom the proxy is to vote. An owner or mortgagee cannot appoint someone attending a meeting by electronic means to be a proxy for them.

15. E-Voting: Votes cast by electronic voting shall be deemed a ballot (hereinafter called an "e-ballot") for the purpose of any vote conducted at the meeting for which the e-ballot was cast. All questions proposed for consideration through the e-voting system will provide the opportunity to the vote in favour or against such questions and/or in favour of each candidate for election to the board of directors. Any e-ballot is valid only for one meeting of the owners (and any adjournment of the meeting) and expires automatically after the completion of the meeting of owners (or completion of the adjourned meeting, as applicable). Only an owner of a unit may cast an e-ballot and the e-voting system does not authorize another person to cast votes on behalf of an owner. The e-voting system used must authenticate the owner's identity as well as the validity of each electronic vote to ensure that the vote is not altered in transit. The e-voting system shall separate any authentication of the owner from the e-ballot, so that an e-ballot cannot be traced to a specific owner. The e-voting system shall produce an electronic receipt for each owner who casts an e-ballot, which shall include the specific vote cast, as well as the date and time of submission. An electronic report generated by the e-voting system may be relied upon and countered by the scrutineers and/or chairperson at a meeting of owners for purposes of tabulating votes and such record shall be deemed to be a ballot for the purpose of the corporation's obligations to maintain records in accordance with the Act.

16. Co-owners: If two or more persons own a unit, or own a mortgage in respect of which a right to vote is exercisable, any one of the owners or mortgagees, as the case may be, may in the absence of the other owner(s) or mortgagee(s) vote, but if more than one of them are present or are represented by proxy, they shall vote in agreement with each other, or by majority of those entitled to vote in respect of the unit, failing which the vote for such unit shall not be counted.

17. Votes to govern: At all meetings of owners every question shall, unless otherwise required by the Act, the declaration or the by-laws, be decided by the majority of the votes cast on the question, as set out in Section 11 of this Article.

18. Entitlement to Vote: Except where, under the Act or the by-laws of the Corporation, the unanimous vote of all owners is required, an owner is not entitled to vote at any meeting if any common expense or other monetary contribution payable in respect of his unit are in arrears for 30 days or more prior to the meeting. However, any owner not entitled to vote as aforesaid, may vote if the Corporation receives payment of the arrears with respect of the owner's unit before the meeting is held.

ARTICLE V
CORPORATION

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

- a) controlling, managing and administering the common elements and the assets of the Corporation;
- b) operating and maintaining the common elements and assets of the Corporation in a fit and proper condition including, paying the Corporation's proportionate share of the shared facilities and services and without limiting the generality of the foregoing, complying with the rights and easements contained in the Land Titles Parcel Register for the Property;
- c) collecting the common expenses assessed against the owners;
- d) arranging for the supply of heat, hydro and water services to the common elements and the units, if required, except where the Corporation is prevented from carrying out such duty by reason of any event beyond the reasonable control of the Corporation. If any apparatus or equipment used in effecting the supply of such heat, hydro or water at any time becomes incapable of fulfilling its function or is damaged or destroyed, the Corporation shall have reasonable time within which to repair or replace such apparatus and the Corporation shall not be liable for indirect or consequential damages or for damages for personal discomfort or illness by reasons of the breach of such duty;
- e) obtaining and maintaining such insurance as may be required by the Act, the declaration or the by laws;

- f) repairing after damage and restoring the units and the common elements in accordance with the provisions of the Act, the declaration and the by laws;
- g) obtaining and maintaining fidelity bonds where obtainable in such amounts as the board may deem reasonable, for such officers and directors or employees as are authorized to receive or disburse any funds on behalf of the Corporation declaration;
- h) causing audits to be made after every year-end and making financial statements available to the owners and mortgagees in accordance with the Act and the by-laws;
- i) effecting compliance by the owners with the Act, the declaration, the by-laws, and the rules;
- j) pursuant to s.76(1) of the Act, providing a status certificate in the prescribed form, and such statements and information as may be prescribed by the Act and the Corporation shall be entitled to a fee (up to the maximum prescribed by the Act) for providing same, and a duplicate thereof shall be provided without additional charge if requested, provided that the Corporation shall provide the declarant with such certificate, statements and information in connection with a sale or mortgage of a unit without any charge or fee whatsoever.
- k) pursuant to s. 93 of the Act, establishing and maintaining one or more reserve funds for the purpose of major repair and replacement of the common elements and assets of the Corporation, and pursuant to s. 94 of the Act, conducting periodic studies to determine whether the amount of money in the reserve fund and the amount of contributions collected by the Corporation are adequate to provide for the expected costs of major repair and replacement of the common elements and assets of the Corporation.
- l) pursuant to s. 44 of the Act, retaining a person who holds a certificate of authorization within the meaning of the *Professional Engineers Act* or a certificate of practice within the meaning of the *Architects Act* to conduct a performance audit of the common elements described in the description on behalf of the Corporation no earlier than six months, and no later than 10 months, following the registration of the declaration and description.

Any of the foregoing prescribed duties shall be limited in their application by any contrary provision contained in the declaration.

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

- a) employment and dismissal of personnel necessary for the maintenance and operation of the common elements;
- b) adoption and amendment of the rules concerning the operation and use of the property;
- c) employing a manager at the compensation to be determined by the board, to perform such duties and services as the board shall authorize;
- d) obtaining and maintaining fidelity bonds for any manager where deemed necessary by the board, and in such manner as the board may deem appropriate;
- e) investing the monies held in the reserve fund or funds by the Corporation, provided that such investment shall be those permitted by the Act;
- f) to settle, adjust, compromise or refer to arbitration any claim or claims which may be made upon or which may be asserted on behalf of the Corporation;
- g) to borrow such amounts as in its discretion are necessary or desirable in order to protect, maintain, preserve or insure the due and continued operation of the property in accordance with the declaration and by-laws of the Corporation, and to secure any such loan by mortgage, pledge or charge of any assets owned by the Corporation and to add the repayment of such loan to the common expenses, each such borrowing or loan which exceeds an amount equal to one month's common expenses being subject to approval by the unit owners at a meeting duly called for the purpose;

- h) to retain any securities or other real or personal property received by the Corporation, whether or not the same is authorized by any law, present or future, for the investment of trust funds;
- i) subject to the provisions of the declaration to the contrary, to sell, convey, exchange, assign or otherwise deal with any real or personal property at any time owned by the Corporation at such price, on such terms, and in such manner as the board in its sole discretion deems advisable, and to do all things and execute all documents required to give effect to the foregoing;
- j) to lease, or to grant or transfer an easement or license through, over, upon or under any part or parts of the common elements, by way of a special by-law, except those parts of the common elements over which any owner has the exclusive use.

ARTICLE VI BOARD OF DIRECTORS

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

2. Number and Quorum: Until amended by by-law, the number of directors shall be 5 of whom 3 shall constitute a quorum for the transaction of business at any meeting of the board. Notwithstanding vacancies, the remaining directors may exercise all the powers of the board so long as a quorum of the board remains in office.

3. Qualifications: Each director shall be 18 or more years of age, each director shall be an owner of a dwelling unit in the Corporation, no two directors shall reside in the same dwelling unit and directors shall not be related. No undischarged, bankrupt or mentally incompetent person shall be a director and, if a director becomes a bankrupt or mentally incompetent person, then he thereupon shall cease to be a director. In addition, a director shall immediately cease to be a director if a certificate of lien has been registered against a unit owned by the director and the director does not obtain a discharge of the lien within 90 days of the registration of the lien. In addition, a director shall immediately cease to be a director if he fails to attend three board meetings in any given year and is unable to provide an explanation for his/her absence that is satisfactory to the board, acting reasonably.

4. Election and Term: The directors of the Corporation shall be elected in rotation and shall be eligible for re-election. At the first meeting of the owners held to elect directors, 2 directors shall be elected to hold office for a term of 1 year; 2 directors shall be elected to hold office for a term of 2 years; and 1 director elected to the position of Director of Owner Occupied Units, as defined in Article VI, Section 15 hereof, shall be elected to hold office for a term of 3 years. Such directors may, however, continue to act until their successors are elected. If more than 1 of such directors whose terms are not of equal duration shall resign from the board prior to the expiration of their respective terms, and shall be replaced at a meeting of owners called for that purpose, the director(s) receiving the greater votes shall complete the longest remaining terms of the resigning directors subject to Article VI Section 15 below. At each annual general meeting thereafter a number of directors equal to the number of directors retiring in such year shall be elected for a term of 3 years.

5. Removal of Directors: A director may be removed before the expiration of his term by a vote of owners who together own a majority of units, and the owners may elect at any annual general or special meeting any qualified person in the place of any director who has been so removed, or who has died or resigned, for the remainder of his term.

6. Filling of Vacancies: If a vacancy in the membership of the board of directors occurs, other than by way of removal by a vote of owners or as a result of the number of directors being increased, the majority of the remaining members of the board may appoint any qualified person to be a member of the board to fill such vacancy until the next annual general meeting, at which time the vacancy shall be filled by election by the owners. However, if a vacancy arises and there is not a quorum of directors in office, the directors then in office shall forthwith call a meeting of owners to fill all the vacancies, and in default thereof, or if there are no directors in office, the meeting may be called by any owner.

7. Calling of Meetings of the Board of Directors: Meetings of the board shall be held from time to time at such place and at such time and on such day as the President and Vice-President (who is a director), or any two directors, may determine; and the Secretary shall call meetings when directly authorized by the President and by the Vice-President (who is a director), or by any two directors. In

addition to any other provision in the by-laws, a quorum of directors may at any time, call a meeting of the directors for the transaction of any business. Unless otherwise provided in the by-laws, notice of any meeting so called shall be given personally, by prepaid mail or by telegraph to each director not less than 10 days before the time when the meeting is to be held and shall state the time and place of the meeting and the general nature of the business to be discussed at the meeting, save that no notice of a meeting shall be necessary if all the directors are present and consent to the holding of such meeting or if those absent have waived notice of the meeting or otherwise signified in writing their consent to the holding of such meeting.

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

9. Meeting by Teleconference: A meeting of the directors may be held by teleconference or another form of communications system that allows the directors to participate concurrently if all of the directors consent to the means used.

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

11. Disclosure by Directors of Interest in Contracts: Every director of the Corporation who has, directly or indirectly, any material interest in any material contract or transaction, to which the Corporation is or will be a party, shall disclose in writing to the Corporation the nature and extent of the interest in such contract or transaction. The disclosure shall be made at the meeting of the board, and entered in the minutes of the meeting, at which the contract or transaction is first considered, or at the first such meeting that the interested director attends, or if the director becomes interested after the contract or transaction is entered into at the next meeting of directors. Subject to the Act, such director shall refrain from voting and shall not, in respect of such contract or transaction, be counted in the quorum and shall not be present during the discussion at the meeting. A general notice to the board by a director declaring that he is a director or officer of, or has a material interest in, any company or other entity that is a party to a contract or proposed contract with the Corporation, is a sufficient declaration of his interest in relation to any contract so made. If a director has made a declaration or disclosure of his interest, and has not voted in respect of the contract or transaction, then such director, if he was acting honestly and in good faith at the time the contract or transaction was entered into, is not, by reason only of his holding the office of director, accountable to the Corporation or to its owners for any profit or gain realized from the contract or transaction, and such contract or transaction is not voidable by reason only of the director's interest therein. In respect of any contract or transaction involving the purchase or sale of real or personal property by the Corporation that the seller acquired within 5 years before the date of the contract or transaction or the proposed contract or transaction, the director shall disclose the cost of the property to the seller, to the extent which such information is within the director's knowledge or control.

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

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

14. Indemnity of Directors and Officers: Every director or officer of the Corporation and their respective heirs, executors, administrators, estate trustees and other legal representatives and successors, shall at all times be indemnified and saved harmless by the Corporation from and against:

- a) all costs, expenses, charges, damages and liabilities which such director or officer suffers, sustains or incurs in respect of any action, suit or proceedings that is brought, commenced or prosecuted against him for or in respect of anything done, omitted to do or permitted to be done by him in connection with the execution of the duties of his office (hereinafter collectively referred to as the "Liabilities"); and
- b) all other costs, charges and expenses which such director or officer properly sustains or incurs in relation to the affairs of the Corporation;

unless the Act or the by-laws of the Corporation otherwise provide. The Corporation shall, not later than one (1) week after the turn-over meeting, use its best efforts to purchase and maintain insurance for the benefit of every director or officer in order to indemnify them against the Liabilities, provided that such insurance shall not indemnify any officer or director against the Liabilities if same were incurred by such officer or director as a result of a contravention of Section 37(1) of the Act.

15. Director of Owner Occupied Units: Provided at least 15% of the units are owner occupied units on or after the time at which the board is required to call the turnover meeting, the owners shall elect one director to a position reserved for a director elected solely by the owners of owner occupied units (the "Director of Owner Occupied Units") as required by section 51 (6) of the Act. Only owners of units that are owner occupied shall be entitled to vote for the position of Director of Owner Occupied Units. If a vacancy of the position of Director of Owner Occupied Units arises, then the owners of units that are owner occupied shall elect a director to fill the vacancy for the remainder of the term. Any notice of meeting in relation to the election of directors shall state that one position on the board is reserved for voting by owners of owner occupied units and indicate the persons, if any, which have notified the board in writing as of the day before the notice is sent that they intend to be candidates for the Director of Owner Occupied Units position.

ARTICLE VII OFFICERS

1. Elected Officers: At the first meeting of the board and after each election of directors, the board shall elect from among its members a President and a Secretary. In default of such election, the then incumbent, if a member of the board, shall hold office until his successor is elected. A vacancy occurring from time to time in such office may be filled by the board from among its members.

2. Appointed Officers: From time to time the board may appoint one or more Vice-Presidents, or more assistants to any of the officers so appointed. The officer so appointed may, but need not be, a member of the board. One person may hold more than one office and if the same person holds both the office of Secretary and the office of Treasurer he may be known as Secretary-Treasurer.

3. Term of Office: Subject to the provisions of any written agreement to the contrary, the board may remove at its pleasure any officer of the Corporation.

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

5. Vice-President: During the absence of the President his duties may be performed and his powers may be exercised by the Vice-President, or if there are more than one, by the Vice-Presidents in order of seniority (as determined by the board), save that no Vice-President shall preside at a meeting of the board or at a meeting of owners who is not qualified to attend the meeting as a director or owner, as the case may be. If a Vice-President exercises any such duty or power, the absence of the President shall be presumed with reference thereto. A Vice-President shall also perform such duties and exercise such powers as the board may prescribe from time to time.

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

7. Secretary: The Secretary shall give or cause to be given all notices required to be given to the owners, directors, auditors, mortgagees and all others entitled thereto. He shall attend all meetings of the directors and of the owners and shall enter or cause to be entered in the books kept for that

purpose, minutes of all proceedings at such meetings. He shall be the custodian of all books, papers, records, documents and other instruments belonging to the Corporation and he shall perform such other duties as may from time to time be prescribed by the board.

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

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

10. Agents and Attorneys: The board may have power from time to time to appoint agents or attorneys for the Corporation with such powers of management or otherwise (including the power to sub-delegate) as the board, in its sole discretion, may think fit.

11. Disclosure by Officers of Interest in Contracts: Every officer of the Corporation who is not a director and has, directly or indirectly, any material interest in any material contract or transaction, to which the Corporation is or will be a party, shall disclose in writing to the Corporation the nature and extent of the interest in such contract or transaction. The disclosure shall be made at the first meeting of the board, and entered in the minutes of the meeting, at which the contract or transaction is first considered, or if the officer becomes interested after the contract or transaction is entered into at the next meeting of directors. A general notice to the board by a director declaring that he is a director or officer of, or has a material interest in, any company or other entity that is a party to a contract or proposed contract with the Corporation, is a sufficient declaration of his interest in relation to any contract so made. If an officer has made a declaration or disclosure of his interest, then such officer, if he was acting honestly and in good faith at the time the contract or transaction was entered into, is not, by reason only of his holding the office of officer, accountable to the Corporation or to its owners for any profit or gain realized from the contract or transaction, and such contract or transaction is not voidable by reason only of the officer's interest therein. In respect of any contract or transaction involving the purchase or sale of real or personal property by the Corporation that the seller acquired within 5 years before the date of the contract or transaction or the proposed contract or transaction, the officer shall disclose the cost of the property to the seller, to the extent which such information is within the officer's knowledge or control.

ARTICLE VIII BANKING ARRANGEMENTS & CONTRACTS

1. Banking Arrangements: The banking business of the Corporation or any part thereof shall be transacted with such bank located in Ontario listed under Schedule I or II to the Bank Act (Canada) or trust company authorized by law to receive money on deposit as the board may designate, appoint or authorize from time to time by resolution, and all such banking business, or any part thereof, shall be transacted on the Corporation's behalf by such one or more officers or other persons as the board may designate, direct or authorize from time to time by resolution, and to the extent therein provided, including, without restricting the generality of the foregoing, the operation of the Corporation's accounts, the making, signing, drawing, accepting, endorsing, negotiating, lodging, depositing or transferring of any cheques, promissory notes, drafts, acceptances, bills of exchange and orders relating to any property of the Corporation; the execution of any agreement relating to any such banking business and defining the rights and powers of the parties hereto; and the authorizing of any officer of such bank to do any act or thing on the Corporation's behalf to facilitate such banking business.

2. Execution of Documents: Subject to the provisions of the Act, deeds, transfers, assignments, contracts and obligations on behalf of the Corporation may be signed by the President or a Vice-President together with the Secretary or any other director. Any contract or obligation within the scope of any management agreement entered into by the Corporation may be executed on behalf of the Corporation in accordance with the provisions of such management agreement. Notwithstanding any provisions to the contrary contained in the by-laws of the Corporation the board may, subject to the provisions of the Act, at any time and from time to time direct the manner in which, and the person or persons by whom any particular deed, transfer, contract or obligation or any class of deeds, transfer, contract or obligations of the Corporation may or shall be signed.

3. Execution of the Status Certificate: Certificates provided pursuant to Section 76(1) of the Act may be signed by any officer or any director of the Corporation, provided that the board may, by resolution, direct the manner in which, and the person(s) by whom, such certificates may or shall be signed.

ARTICLE IX
FINANCIAL

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

ARTICLE X
NOTICE

1. Method of giving notice: Except as otherwise specifically provided in the Act, the declaration, or the by-laws, any notice, communication or other document, including budgets and notices of assessment required to be given or served shall be sufficiently given, if given in accordance with the following:

- a) to an owner, by giving same to him, or to any director or officer of the owner, either personally or by ordinary mail, postage prepaid, addressed to him at the address for service given by such owner for the Corporation's register, or if no such address has been given, then to such owner at his respective unit;
- b) to a mortgagee who has notified the Corporation of his interest in any unit, by giving same to him, or to any officer or director of such mortgagee, either personally or by ordinary mail, postage prepaid, addressed to such mortgagee at the address for service given by such mortgagee to the Corporation; and
- c) to the Corporation, by giving same personally to any director or officer of the Corporation, or by ordinary mail, postage prepaid, addressed to the Corporation at its address for service as set out in the declaration, or as changed in accordance with the requirements of the Act.

2. If any such notice is mailed as aforesaid, the same shall be deemed to have been received and to be effective on the 3rd business day following the day on which it was mailed.

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

ARTICLE XI
ASSESSMENT AND COLLECTION OF COMMON EXPENSES

1. Duties of the Board Re Common Expenses: The common expenses as provided for in the Act and in the declaration, shall be assessed by the board and levied against the owners in the proportions in which they are required to contribute thereto pursuant to the provisions of Schedule "D" of the declaration. The board shall, from time to time, and at least once annually, prepare a budget for the property and determine by estimate the amount of common expenses for the next ensuing fiscal year or remainder of the current fiscal year as the case may be. The board shall allocate and assess such common expenses as set out in the budget for such period, among the owners, according to the proportions in which they are required to contribute to same, and such common expenses shall be payable monthly on the first day of each month during the fiscal year.

2. Duties of the Board Re Reserve Fund: In addition to the foregoing, the board shall, subject to the provisions of the declaration which may qualify or limit such obligation, make provision for the reserve fund in the annual budget, for major repair and replacement of common elements and assets of the Corporation. The Corporation shall establish and maintain this reserve fund, and shall collect from the owners as part of their contribution towards the common expenses, amounts that the board determines sufficient for such major repair and replacement, calculated on the basis of expected repair and replacement costs and life expectancy of the common elements and assets of the Corporation. Moreover, the Corporation shall conduct periodic studies to determine whether the amount of money in the reserve fund and the amount of

contributions collected by the Corporation are adequate to provide for the expected costs of major repair and replacement of the common elements and assets of the Corporation in accordance with s. 94 of the Act.

3. Notice of Common Expenses to Owners: The board shall advise each owner promptly in writing of the total amount of common expenses payable by each owner respectively, and shall give copies of all budgets on which such common expenses are based to all owners and mortgagees entered on the register, in accordance with the by-laws of the Corporation.

4. Owner's obligations: Each owner shall be obliged to pay to the Corporation, or as it may direct, the amount of common expenses assessed against each owner, in equal monthly payments on the first day of each and every month for the 12-month period or other period of time to which such assessment is applicable, until such time as a new assessment is given to such owner. If the board so directs, each owner shall forward to the Corporation forthwith a series of twelve postdated cheques covering the monthly common expense payments payable during the period to which such assessment relates. Alternately, the Corporation may require the owner to establish a pre-authorized debit whereby the Corporation or the property manager shall debit from the owner's account, the monthly common expense contribution. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any rules and regulations of the Corporation in force from time to time by any unit owner, or by members of his family and/or their invitees or licensees, shall be borne and/or paid for by such owner, and may be recovered by the Corporation against such owner in the same manner as common expenses.

5. Extraordinary Expenditures: Extraordinary expenditures not contemplated in the foregoing budget, for which the board shall not have sufficient funds, and funds required to establish reserves for contingencies and deficits, may be assessed at any time during the year in addition to the annual assessment, by the board serving notice(s) of such further assessment(s) on all owners.

6. Conveyance of unit: No owner shall be liable for the payment of any part of the common expenses assessed against his unit prior to a transfer by him of such unit but payable by him subsequent thereto, provided that he first gives notice of such assessment to the transferee of such unit.

7. Default in payment of assessment:

- a) Arrears of payments required to be made under the provisions of this Article XI shall bear interest at the rate of 4% per annum above the prime lending rate charged by the Corporation's bank to its best risk commercial customers, and shall be compounded monthly until paid and shall be deemed to constitute a reasonable charge incurred by the Corporation in collecting the unpaid amounts within the meaning of the Act.
- b) In addition to any remedies or liens provided by the Act, if any owner is in default in payment of a common expense assessment levied against him, for a period of 15 days, the board may bring legal action for or on behalf of the Corporation to enforce collection thereof, and there shall be added to any amount found due, all costs of such action, including costs as between a solicitor and his own client.

ARTICLE XII DEFAULT

1. Notice of Unpaid Common Expenses: The board whenever so requested in writing by an owner or mortgagee entered on the register, shall promptly report to such owner or mortgagee any unpaid common expenses due from, or any other default by, any owner and any other moneys claimed by the Corporation against any owner which are 30 days past due.

2. Notice of Default: The board, when giving notice of default in payment of common expenses or any other default to the owner of the unit, shall concurrently send a copy of such notice to each registered mortgagee of such unit who has requested that such notices be sent to him.

3. Notice of Lien: Where a lien for arrears of common expenses arises in favour of the Corporation pursuant to s.85(1) of the Act, the Corporation shall, on or before the day a notice of lien is registered, give notice of the lien to every encumbrancer whose encumbrance is registered against

the title of the unit, by personal service of the notice or by sending the notice by registered prepaid post addressed to the encumbrancer at his last known address.

ARTICLE XIII
HOUSE RULES

1. Rules Governing the Use of Units and Common Elements: The board may make rules respecting the use of common elements and units, in order to promote the safety, security and welfare of the owners and of the property and assets of the Corporation, or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements, the units or the assets of the Corporation. Any rule made by the board shall be effective 30 days after notice thereof has been given to each owner, unless the board is in receipt of a written requisition requiring a meeting of owners to consider the rules. If such a meeting of owners is required, then the rules shall become effective only upon approval at such meeting. However, any rule or amendment that has substantially the same purpose or effect as a rule previously amended or repealed within the preceding two years is not effective until the owners approve it, with or without amendment, at a meeting duly called for that purpose.
2. Compliance and Amendment of Rules: The rules shall be complied with and enforced in the same manner as the by-laws, but the owners may, at any Ume, amend or repeal a rule at a meeting of owners duly called for that purpose; and for greater certainty, the rules shall be observed by the owners and all residents, tenants, invitees or licensees of the units.
3. Notice of Rule: Upon making, amending or repealing a rule, the board shall give notice of it to the owners which shall include a copy of the rule as made, amended or repealed, a statement of the date that the board proposes that the rule will become effective and a statement that the owners have the right to requisition a meeting under section 46 of the Act, and the date that the rule becomes effective.

ARTICLE XIV
MISCELLANEOUS

1. Invalidity: The invalidity of any part of this by-law shall not impair or affect in any manner the validity and enforceability or effect of the balance thereof.
2. Gender: The use of the masculine gender in this by-law shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, wherever the context so requires.
3. Waiver: No restriction, condition, obligation or provision contained in this by-law shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.
4. Headings: The headings in the body of this by-law form no part thereof but shall be deemed to be inserted for convenience or reference only.

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

DATED this _____ day of , 202__.

TORONTO STANDARD CONDOMINIUM
CORPORATION NO.*

Per: _____
Name:
Title:

SCHEDULE III
Proposed Corporation By-law No. 2

TORONTO STANDARD CONDOMINIUM CORPORATION NO.*

BY-LAW NO. 2

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

The Directors of the corporation may from time to time:

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

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

DATED this _____ day of , 202__.

TORONTO STANDARD CONDOMINIUM CORPORATION NO.*

Per: _____
Name:
Title:

SCHEDULE IV
Proposed Corporation By-law No. 3

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

BY-LAW NO. 3

WHEREAS the Corporation and QUEENSWELL LTD. (the "Declarant"), the declarant of the Corporation have entered into the Undertaking and Covenant attached hereto in order to provide, inter alia, for the assumption of obligations in respect of the development.

Be it enacted as a By-law of the Corporation as follows:

- 1. That the Undertaking and Covenant attached hereto and executed by the Corporation is hereby ratified and approved by the Corporation and the board of directors.
- 2. That any director of the Corporation be and they are hereby authorized to execute, on behalf of the Corporation, any additional covenants, agreements, undertakings, acknowledgments or other documents in respect of the assumption of any obligations with respect to the development.
- 3. That all terms, provisions and conditions set out in the Undertaking and Covenant, including without limitation, all covenants and agreements made by or on behalf of the Corporation, are hereby authorized, ratified and sanctioned and confirmed.

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

DATED this _____ day of , 202__.

TORONTO STANDARD CONDOMINIUM
CORPORATION NO.*

Per: _____
Name:
Title:

UNDERTAKING AND COVENANT

THIS AGREEMENT made this _____ day of _____, 202__.

BETWEEN:

QUEENSWELL LTD.

a corporation incorporated under the laws of the Province of Ontario
(hereinafter called "Declarant")

OF THE FIRST PART

- and -

TORONTO STANDARD CONDOMINIUM CORPORATION NO.*

a condominium corporation created under the Condominium Act, 1998, S.O. 1998, c. 19
(hereinafter called "Corporation")

OF THE SECOND PART

WHEREAS:

- (A) The development and registration the Toronto Standard Condominium Plan No.* (the "Condominium") requires that the Corporation maintain various facilities and services within the property and forming part of the common elements of the Corporation as well as other matters and improvements which may not be located within the property of the Condominium or form part of the common elements of the Condominium; and
- (B) The parties have entered into this Undertaking and Covenant in order to provide for the assumption of any obligations relating to the Condominium and which are ongoing matters from the Declarant and to confirm that the Corporation shall assume such other obligations as may be required from time to time by any municipal authority.

IN CONSIDERATION OF TWO (\$2.00) Dollars (the receipt and sufficiency of which is hereby acknowledged by both parties), the parties hereto covenant and agrees as follows:

1. The Corporation hereby assumes from the Declarant all obligations relating to the Condominium and all ancillary or related obligations that may be required by the City of Toronto or any other governmental authorities in respect of any obligations, maintenance, repairs, replacements and other duties relating to the maintenance of the Condominium.
2. The Corporation covenants and agrees that it shall comply with all requirements of the City of Toronto and any other governmental authorities both in respect of matters to be undertaken for the property forming part of the Condominium and for any lands or property that are outside the boundaries of the lands of the Condominium but related to or in connection with the operation of the Condominium.
3. In connection with this Undertaking and Covenant, the Corporation is also executing the attached Undertaking which may be provided by the Declarant to any required governmental authorities.
4. The Corporation covenants and agrees to indemnify and save harmless the Declarant from and against such liabilities, debts and obligations of any kind and nature in respect of the obligations relating to the Condominium from and including the date that the Corporation was created pursuant to the provisions of the Condominium Act, 1998, S. 0. 1998, C. 19.
5. The parties hereto covenant and agree to forthwith execute and deliver any further documentation as may be required to give effect to this Undertaking and Covenant.
6. This Undertaking and Covenant shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Executed this ____ day of _____, 202__

QUEENSWELL LTD.

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the corporation.

**TORONTO STANDARD
CONDOMINIUM CORPORATION NO.***

Per: _____
Name:
Title:

I have authority to bind the corporation.

UNDERTAKING

TO: THE CITY OF TORONTO AND ALL OTHER GOVERNMENTAL AUTHORITIES
HAVING JURISDICTION OVER THE PROPERTY

RE: The lands of Toronto Standard Condominium Plan No.* (the "Condominium") and the
maintenance and operation of the Development and all associated and related
improvements by Toronto Standard Condominium Corporation No. * (the "Corporation")

In consideration of the sum of \$2.00 and other good and valuable consideration, the Corporation covenants and agrees that it shall comply with all requirements of the City of Toronto and any other governmental authorities both in respect of matters to be undertaken for the property forming part of the Condominium and for any lands or property that are outside the boundaries of the lands of the Condominium but related to or in connection with the operation of the Condominium.

The Corporation shall execute such additional or further documents or instruments in respect of any of the foregoing matters upon request of any of the parties set out above.

Dated this ____ day of _____, 202__.

TORONTO STANDARD
CONDOMINIUM CORPORATION NO. *

Per: _____
Name:
Title:

I have authority to bind the corporation.

SCHEDULE V
Proposed Corporation By-law No. 4

TORONTO STANDARD CONDOMINIUM CORPORATION NO.*

BY-LAW NO. 4

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

- 1. That the Corporation enter into, ratify or assume the Reciprocal Operating Agreement, copies of which is attached hereto, with the Declarant, Queenswell Ltd., entering into such agreement on behalf of itself and any such entity not yet registered as a condominium corporation;
- 2. If required by any of other parties to the agreements noted above, the Corporation shall be authorized to execute and deliver assumption agreements relating to the agreements noted above; and
- 3. That all terms, provisions and conditions of such agreement, including, without limitation, all covenants and agreements made by or on behalf of the Corporation, are hereby authorized, ratified, sanctioned and confirmed.

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

DATED this _____ day of , 202__.

TORONTO STANDARD CONDOMINIUM CORPORATION NO.*

Per: _____
Name:
Title:

[Copies of agreements not attached to this by-law. Agreements to be inserted on registration.]

SCHEDULE VI
Proposed Corporation By-law No. 5

TORONTO STANDARD CONDOMINIUM CORPORATION NO.*

BY-LAW NO. 5

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

The directors of the Corporation shall cause the corporation to enter into an agreement with QUEENSWELL LTD. (the "Declarant") substantially in the form attached hereto as (the "Agreement") which shall provide that, effective as of the registration date of the Corporation:

- a) The Corporation shall have no rights against the Declarant beyond those that are specifically granted to the Corporation under the Condominium Act, the Ontario New Home Warranties Plan Act and by Tarion Warranty Corporation, formerly the Ontario New Home Warranty Program.
- b) The Corporation's only recourse against the Declarant for a final and binding resolution of any outstanding, incomplete or deficient construction items and any other related matters relating to the Property, the Corporation and the Building shall be through the process established for and administered by the Tarion Warranty Corporation.
- c) The Corporation, together with the Declarant, shall appoint and constitute Tarion Warranty Corporation as the sole and final arbiter of all such matters.
- d) The Corporation shall indemnify and save the Declarant harmless from all actions, causes of actions, claims and demands for damages or loss which are brought by the Corporation in contravention of the said Agreement.
- e) The Agreement shall neither be terminated nor terminable by the Corporation following the Turnover Meeting.
- f) The Agreement shall enure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

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

DATED this _____ day of , 202__.

TORONTO STANDARD CONDOMINIUM CORPORATION NO.*

Per: _____
Name:
Title:

WARRANTY AGREEMENT

THIS AGREEMENT is made * .

BETWEEN:

QUEENSWELL LTD.
(the "Declarant")

- and -

TORONTO STANDARD CONDOMINIUM CORPORATION NO. •, a condominium
corporation created under the Condominium Act, 1998, S.O. 1998, c. 19
(the "Corporation")

RECITALS:

- A The Corporation was created pursuant to the Condominium Act, 1998 (the "Act") by the registration of a Declaration and a Description in the Land Registry Office for the Land Titles Division of Toronto, relating to the land and any interest appurtenant to the land described in the Description located at • (the "Property"); and
- B. The Corporation has agreed to enter into this Agreement with the Declarant with respect to any outstanding, incomplete or deficient items and any other relating to the Property, the Condominium, the Building and including, without limitation, the units and common elements of the Corporation, in accordance with the terms and conditions of this Agreement.

In of the covenants and agreements contained in this Agreement and the sum of \$10.00 paid by each party to each other party, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each party, the parties agree as follows:

- 1. The Corporation shall have no rights against the Declarant beyond those that are specifically granted to the Corporation under the Ontario New Home Warranties Act or the Tarion Warranty Corporation ("Tarion").
- 2. The Corporation's only recourse against the Declarant for a final and binding resolution of any outstanding, incomplete or deficient items and any other matters relating to the Property, the Condominium, the Building and including, without limitation, the units and common elements of the Corporation shall be through the process established and administered under Tarion.
- 3. The Corporation and the Declarant, hereby appoint and constitute Tarion as the sole and final arbiter of all such matters as set out in paragraph 2 above.
- 4. The Corporation agrees to indemnify and save the Declarant harmless from all actions, causes of actions, claims and demands for damages or loss which are brought by the Corporation in contravention of this Agreement.
- 5. This Agreement shall neither be terminated nor terminable by the Corporation following the turnover meeting.
- 6. This Agreement shall enure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

QUEENSWELL LTD.

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

TORONTO STANDARD CONDOMINIUM CORPORATION NO. •

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

SCHEDULE VII
Proposed Corporation By-law No. 6

TORONTO STANDARD CONDOMINIUM CORPORATION NO.*

BY-LAW NO. 6

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

- 1. The schedule appended hereto as Schedule “A” shall constitute the standard unit for residential unit(s) pursuant to paragraph 56(1)(h) of the Condominium Act, 1998.

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

DATED this _____ day of , 202__.

TORONTO STANDARD CONDOMINIUM CORPORATION NO.*

Per: _____
Name:
Title:

SCHEDULE "A"

NOTE: THIS STANDARD UNIT BY-LAW MAY BE AMENDED AND FINALIZED BY THE DECLARANT BOARD, AS MORE PARTICULARS OF COMPLETION OF THE UNITS BECOME AVAILABLE. THE PURCHASERS ACKNOWLEDGE THAT ANY AMENDMENT TO THE STANDARD UNIT BYLAW WILL NOT CONSTITUTE A MATERIAL CHANGE UNDER SECTION 74 OF THE CONDOMINIUM ACT, 1998.

Each standard residential dwelling unit shall be deemed to consist of the following items, of the type and quality installed by the builder, subject to the exclusions noted herein:

- closet doors and interior doors
- bathroom exhaust fan
- HVAC units, including without limitation, distribution systems and thermostat
- smoke alarm detector(s) and carbon monoxide detector(s)
- builder-installed outlets, panels, electrical wiring, light switches, receptacles and light fixtures
- pre-wiring for internet, telephone and cable outlets
- upper side of concrete slab floor, under side of concrete slab ceiling and unfinished drywalled interior walls

For greater certainty, and without limiting anything herein, the following are EXCLUDED from the definition of a standard residential dwelling unit:

- appliances, whether affixed to the unit or otherwise, including without limitation, washers, dryers, dishwashers, ranges, range hoods, microwaves, freezers and refrigerators
- all cabinetry, islands, vanities, tubs, showers, shower enclosures and sinks
- all countertops, vanity tops and island tops
- all floor coverings, including without limitation, carpet, tiles, hardwood, laminated flooring, engineered hardwood and linoleum
- all faucets and taps
- all light bulbs of any type, including without limitation, incandescent, halogen, LED or fluorescent
- all coverings, finishes and items placed on or attached to a vertical surface, including without limitation tiles, paint, wallpaper, towel bars, toilet paper dispensers and soap holders

Anything not defined as part of the standard residential dwelling unit shall be deemed to be an improvement made to the unit and therefore not form part of the standard residential dwelling unit.

SCHEDULE VIII
Proposed Condominium Rules

TORONTO STANDARD CONDOMINIUM CORPORATION NO. _____
(the "Corporation")

RULES GOVERNING THE USE OF COMMON ELEMENTS AND UNITS

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

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

1. GENERAL

- (a) Use of the common elements and units shall be subject to the Rules which the Board of Directors (hereinafter the "Board") may make to promote the safety, security or welfare of the Owners and of the property or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and of other units.
- (b) Rules as deemed necessary and altered from time to time by the Corporation shall be binding on all unit Owners and occupants, their families, guests, visitors, servants or agents.
- (c) Any losses, costs or damages incurred by the Corporation by reason of a breach of any rules in force from time to time by any Owner or occupants, his family, guests, visitors, servants or agents shall be borne by such Owner and may be recovered by the Corporation against such Owner in the same manner as common expense.

2. QUIET ENJOYMENT

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

3. SECURITY

- (a) Residents are to immediately report any suspicious person(s) seen on the property to the manager or its staff.
- (b) No duplication of keys shall be permitted except with the authorization of the Board, and the names of persons authorized to have keys shall be furnished to the Board at all times.

- (c) Under no circumstances shall building access or common element keys be made available to anyone other than an Owner or occupant.
- (d) No visitor may use or have access to the common elements and facilities unless accompanied by an Owner or occupant.
- (e) Building access doors shall not be left unlocked or wedged open for any reason.
- (f) Service elevator availability shall be allocated by the manager in accordance with the elevators and moving rules. Loading facilities shall only be used with prior permission and as scheduled by the manager.
- (g) No Owner or occupant shall place or cause to be placed on the access doors to any unit, additional or alternate locks, without the prior written approval of the Board. All door locks and keys must be compatible with the lock systems on the property and a copy of each new key must be delivered to the manager.
- (h) Owners shall supply to the Board the names of all residents and tenants of all residential Units and the license number of all motor vehicles that are parked in parking Units.

4. SAFETY

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

5. COMMON ELEMENTS

- (a) No one shall harm, mutilate, destroy, alter or litter the common elements or any of the landscaping work on the property, if any.
- (b) No awning, foil paper or shades shall be erected over, on or outside of the windows or balconies or terraces without the prior written consent of the Board.
- (c) No equipment shall be removed from the common elements by, or on behalf of, any Owner or occupant of a unit.
- (d) No outside painting shall be done to the exterior of the units., railings, doors, windows, or any other part of the common elements.
- (e) The passageways and walkways which are part of the common elements shall not be obstructed by any of the Owners or occupants or used by them for any purpose

other than for ingress and egress to and from a unit or some other part of the common elements.

- (f) 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.
- (g) No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window, door or any part of the common elements over which the Owner has exclusive use.
- (h) No building or structure or tent shall be erected, placed, located, kept or maintained on the common elements and no trailer, either with or without living, sleeping or eating accommodations shall be placed, located, kept or maintained on the common elements.
- (i) Each pet owner must ensure that any defecation by such pet must be cleaned up immediately by the pet owner, so that the common elements are neat and clean at all times. Should a pet owner fail to clean up after his pet as aforesaid, the pet shall be deemed to be a nuisance, and the owner of said pet shall, within 2 weeks of receipt of written notice from the Board or the manager requesting removal of such pet, permanently remove such pet from the property.

6. RESIDENTIAL UNITS

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

7. GARBAGE DISPOSAL

- (a) Loose garbage is not to be deposited in the garbage chute. All garbage must first be properly bound, packaged or bagged to prevent mess, odours and disintegration during its fall down the garbage chute or in the disposal rooms.
- (b) All recyclable materials are to be disposed of in the manner directed by the Board from time to time, including without limitation, observing recycling procedures outlined at each garbage or recycling disposal area.
- (c) Cartons and large objects which might block the garbage chute shall be stored in such area designated by the Board. The manager or such designated person must be called to arrange for the immediate disposal of such items. Such items shall not be left outside the unit or on any exclusive use common elements.

- (d) No garbage is to be left on the floor of the disposal rooms.
- (e) No burning cigarettes, cigars, ashes or other potential fire hazards shall be thrown down the garbage chute.
- (f) No garbage shall be placed in the garbage chute between the hours of 10:00 p.m. and 8:00 a.m.

8. TENANCY OCCUPATION

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

9. PARKING

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

- (a) No vehicles, bicycles, equipment or machinery, other than motor vehicles shall be parked or left on any part of the common elements and without limiting the generality of the foregoing, no parking areas shall be used for storage purposes.
- (b) Parking is prohibited in the following areas:
 - (i) fire zones;
 - (ii) traffic lanes;
 - (iii) delivery and garbage areas; and
 - (iv) roadways.
- (c) No servicing or repairs shall be made to any motor vehicle, trailer, boat, snowmobile, or equipment of any kind on the common elements without the express

written consent of the manager or the Board. No motor vehicle shall be driven on any part of the common elements other than on a driveway or parking space.

- (d) No motor vehicle, trailer, boat, snowmobile, mechanical toboggan, machinery or equipment of any kind shall be parked on any part of the common elements, nor in any Unit other than in a designated parking space but which provision shall not apply for the purposes of loading and unloading furniture, or other household effects of the Owners provided that the length of time where such parking is limited shall be no longer than is reasonably necessary to perform the service.
- (e) All motor vehicles operated by Owners must be registered with the manager. Each Owner shall provide to the manager the licence numbers of all motor vehicles driven by residents of that Unit.
- (f) No motor vehicle shall be driven on any part of the common elements at a speed in excess of posted speed.
- (g) No person shall place, leave, park or permit to be placed, left or parked upon the common elements any motor vehicle which, in the opinion of the manager or as directed by the Board, may pose a security or safety risk, either caused by its length of unattended stay, its physical condition or appearance or its potential damage to the property. Upon 72 hours' written notice from the manager, the Owner of the motor vehicle shall be required to either remove or attend to the motor vehicle as required and directed by the manager, in default of which the motor vehicle shall be removed from the property at the expense of the Owner. If a motor vehicle is left standing in a parking space or upon the common elements and is unlicensed or unregistered with the manager, the vehicle may be towed without notice to the Owner and at the Owner's expense.
- (h) Motorcycles shall be licensed and equipped with the most recent noise control devices and operated on the roadways and in a manner so as not to disturb the other Owners. Mopeds and bicycles shall be operated only on the road and in such manner as not to obstruct traffic. No mopeds and bicycles are permitted to be operated on sidewalks.
- (i) No unlicensed motor vehicle including mopeds and go-carts shall be driven within the property complex and no person shall operate a motorized vehicle within the complex without proper operating licence.
- (j) No person shall park or use a motor vehicle in contravention of these Rules, otherwise such person shall be liable to be fined or to have his motor vehicle towed from the property in which event neither the Corporation nor its agents shall be liable whatsoever for any damage, costs or expenses whosoever caused to such motor vehicle or to the Owner thereof.
- (k) Guests and visitors shall park only in areas designated as guest or visitor parking.
- (l) No motor vehicle having a propane or natural gas propulsion system shall be parked in a parking unit or the common elements.
- (m) No parking units shall be used for any purpose other than to park a motor vehicle that is either a private passenger automobile, station wagon, compact van or motorcycle.
- (n) No Owner may park their vehicle in any guest or visitor parking spaces.

10. BALCONIES, TERRACES AND EXCLUSIVE USE AREA

- (a) No hanging or drying of clothes is allowed on any balcony, terrace or exclusive use area.
- (b) Balconies and terraces shall not be used for the storage of any goods or materials.
- (c) Only seasonal furniture is allowed on balconies and terraces. All such items shall be safely secured in order to prevent such items from being blown off the balcony or terrace by high winds.

- (d) No Owner, occupant or tenant shall do or permit anything to be done on a balcony, terrace or exclusive use area which does or may unreasonably disturb, annoy or interfere with the comfort and/or quiet enjoyment of the units and/or common elements by other Owners, occupants or tenants.
- (e) No awnings or shades shall be erected over or outside of balconies, terraces and exclusive use areas without the prior consent of the Board. The Board shall have the right to prescribe the shape, colour and material of such awnings or shades to be erected.

11. LOCKER UNITS

- (a) All stored articles must be placed within individual Locker Units and no storage is permitted on top of Locker Units so as to conflict with fire regulations.
- (b) No stores of coal, propane or natural gas tank or any combustible materials or offensive goods, provisions or materials or any food stuffs shall be stored in any Locker/Bicycle Units.
- (c) Locker/Bicycle Units shall not be used as workshop areas or for any purpose other than for storage.
- (d) The provisions of the Rules that are applicable to a Locker Unit are also applicable to the locker portion of a Combined Parking/Locker Unit.

12. ELEVATORS AND MOVING

- (a) Furniture and equipment shall be moved into or out of the building only by the elevator designated for such purpose (the "service elevator") by the Board. The service elevator shall be used for the delivery of any goods, services or home furnishings where the pads to protect the elevators should be installed as determined by the manager or its staff in their sole discretion. The time and date for moving or delivery shall be fixed in advance by arrangement and reservation with the manager. The reservation shall be for a period not exceeding 4 hours. An elevator reservation agreement in accordance with Schedule 3 attached hereto shall be signed when reserving the service elevator.
- (b) Except with prior written authorization of the Board, moving and deliveries shall be permitted only between the hours of 8:00 a.m. and 8:00 p.m. Monday to Saturday inclusive and shall not take place on public holidays.
- (c) A refundable security/damage deposit in such amounts as determined by the Board from time to time in cash, money order or certified cheque payable to the Corporation shall be deposited with the Corporation through the manager or its staff when making the reservation and signing the elevator reservation agreement.
- (d) It shall be the responsibility of the Owner through the person reserving the service elevator to notify the manager or Resident Services Director and to request an inspection of the service elevator and adjacent common elements immediately prior to using the elevator. Upon completion of moving into or out of the building or the delivery, the Owner reserving the service elevator shall forthwith request an immediate reinspection of the service elevator and affected common elements. Any damage noted during the re-inspection and not noted on the initial inspection shall be deemed to be the responsibility of the Owner of the unit and the person reserving the service elevator. The cost of repairs, which shall include the cost of any extra cleaning, shall be assessed by the manager as soon as possible following the moving or damage and the parties responsible shall be advised.
- (e) The Owner and the person reserving the service elevator shall be liable for the full cost of repairs to any damage to the service elevators and any part of the common elements caused by the moving of furniture or equipment into or out of the suite or the delivery of goods, services and home furnishings or equipment into or out of the suite. The Corporation through its manager shall have the right to withhold all or part of the security/damage deposit as it deems necessary as security for partial or complete payment for any damages sustained. The Corporation shall apply all or

part of the security deposit towards the cost of repairs. If the cost of repairs should be less than the amount of the security deposit, the balance shall be returned to the Owner or person reserving the service elevator. If the cost of repairs exceeds the amount of the security deposit and the Owner or person reserving the service elevator still owns or resides in the building, the full cost of repairs less the amount of security deposit shall be assessed against the unit owned by or occupied by the person reserving the service elevator as a common element expense and still be collected as such.

- (f) During the term of the reservation and while any exterior doors are in an open condition, the Owner or person reserving the service elevator shall take reasonable precautions to prevent unauthorized entry into the building.
- (g) Corridors and elevator lobbies shall not be obstructed prior to, during or after the term of the reservation.
- (h) Upon moving from a suite, the Owner or occupant vacating the premises shall surrender all common element keys and any garage access devices in his possession to the manager or its staff. The Corporation shall, have the right to withhold any security deposit in its possession until same have been surrendered.
- (i) Purchasers or tenants acquiring a unit shall register with the manager or its staff prior to the move in date at which time arrangements will be made for delivery of the common element keys and any garage access devices.
- (j) Smoking is prohibited in all elevators.

13. OWNER'S CONTRACTORS, TRADE OR SERVICE PERSONNEL

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

- (a) employed directly by the Corporation; or
- (b) employed by a unit Owner in circumstances where the intended performance of work and/or services in or about a unit has first been approved, in writing, by the Corporation and where the work and/or services are supervised by an approved contractor or service personnel in accordance with the Corporation's written direction; and the Owners of the unit has provided to the Corporation a deposit in a reasonable amount to cover the Corporation's initial costs of supervision (to be adjusted upon completion of the work); and where the unit Owner has entered into a written undertaking to indemnify the Corporation with respect to any expenses, damages or costs whatsoever incurred by the Corporation arising from the carrying out of the work by the unit Owner's contractor, trade or service personnel including any resulting damage to the common elements or to common building services which arises during or following completion of the work. Any such expenses, resulting damages and costs may be collected by the Corporation from the unit Owner in the same manner as common expenses.

SCHEDULE 1

Tenant Information Form

Toronto Standard Condominium Corporation No. _____

Unit _____, Level _____

Municipal Address:

Landlord's Name:

Landlord's Permanent Address:

Telephone:

Term of Lease: _____ years

Commencement Date:

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

Tenant's Full Name:

Social Insurance Number:

Driver's License Number:

Vehicle Plate Number:

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

Adults Full Names: _____

Children's Full Names: _____ Age ____
_____ Age ____

Tenant's Present Address:

Telephone:

Employer:

Business Address:

Business Telephone Number:

Name of Nearest Relative:

Nearest Relative's Address:

Telephone:

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

Tenant's Signature

Tenant's Signature

SCHEDULE 2

Tenant's Undertaking and Acknowledgment

Toronto Standard Condominium Corporation No. ____

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

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

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

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

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

I/We further acknowledge and understand that in the event that I/we or any occupant residing in the Unit contravenes the provisions of the Declaration, By-Laws and Rules of the Corporation, my/our tenancy may be terminated in accordance with the provisions of the Condominium Act, 1998.

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

Tenant's Signature

Tenant's Signature

SCHEDULE 3
ELEVATOR RESERVATION AGREEMENT

Reservation requested by _____
(Print first name and last name)

Suite

Bus Phone

Home Phone

Owner

(Print first and fast name)

The reservation request is for the use of the service elevator for the purpose of a move out/move

in/delivery.

Outgoing Resident

Incoming Resident

Delivery/Movers

The date and time of the reservation shall be:

(Day)

from

(Month) (Year)

_____ to _____ (Maximum 4 hours)

I understand and agree to the following conditions:

1. I shall deposit with the Corporation upon signing this agreement, a refundable security deposit in the amount of \$ _____ by cash, money order or certified cheque payable to _____. This amount will be refunded upon completion of the move and not having caused any damage to the common elements of the Corporation and upon surrender to the manager or its staff all common element keys and garage access devices in my possession.
2. I shall notify the manager or superintendent and request an inspection of the elevator immediately prior to using the elevator. Upon completion of the move or delivery, I shall forthwith request a re-inspection of the elevator and affected common elements.
3. I shall be liable for the full cost of all repairs to any damage which may occur as a result of the use of the elevator by me or my agents. I shall accept the cost of repairs as assessed by the manager and acknowledge that all or part of the security deposit shall be withheld and applied towards the cost of repairs.
4. I shall only use the elevator during the term of the reservation.
5. I shall take reasonable precautions to prevent unauthorized entry into the building during the term of the reservation.

6. I shall not obstruct corridors and elevator lobbies prior to, during or after the term of the reservation.

7. I agree that special care will be taken with regard to the MIRRORS that are present in the elevators. I agree that the PROTECTIVE PADS must be in place prior, during and after and/or until the completion of the final inspection.

I hereby acknowledge that I have read this Agreement and I agree to abide by the Rules of the Corporation in force from time to time.

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

Applicant's Signature

AREA INSPECTED	BEFORE	AFTER
Loading Dock Area	_____	_____
Moving Room and Doors	_____	_____
Ground Level Lobby and Doors	_____	_____
Elevator Doors/Frame	_____	_____
Elevator Cab/Pads	_____	_____
Corridor Floor/Walls	_____	_____
All Fixtures	_____	_____
Suite Door	_____	_____

SCHEDULE IX
Proposed Management Agreement

CONDOMINIUM MANAGEMENT AGREEMENT

B E T W E E N:

TORONTO STANDARD CONDOMINIUM CORPORATION NO.

A N D:

CROSSBRIDGE CONDOMINIUM SERVICES LTD.

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CONDOMINIUM MANAGEMENT AGREEMENT

THIS AGREEMENT made the day of , 202

BETWEEN:

TORONTO STANDARD CONDOMINIUM CORPORATION NO
(hereinafter called the "Corporation")

OF THE FIRST PART

- and -

CROSSBRIDGE CONDOMINIUM SERVICES LTD.
(hereinafter called the "Manager")

OF THE SECOND PART

WHEREAS the Corporation has been created pursuant to the Condominium Act, 1998 (hereinafter called the "Act"), by registration of a Declaration and a Description in the Land Registry Office of the Land Titles Division of Toronto, the common elements and units of which are located at The Queensway, Toronto, Ontario, (hereinafter called the "Property")

AND WHEREAS the Corporation desires to engage the Manager as an independent contractor to manage the affairs, the Property and the assets of the Corporation, and the Manager desires to do so, in accordance with the terms and conditions of this Agreement.

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

I. NOMENCLATURE

Unless a contrary intent is expressed in this Agreement, the terms used herein shall have ascribed to them the definitions contained in the *Condominium Act, 1998*, S.O. 1998, c. 19 together with any regulations thereunder, all as amended (hereinafter called the "Act"); the *Condominium Management Services Act, 2015*, together with any regulations thereunder, all as amended (the "**CMSA**"); and the Corporation's Declaration, By-Laws and Rules. Any reference to the Declaration, the By-laws or the Rules is a reference to the applicable document of the Corporation and any reference to any such document or to the Act shall be deemed to include, at any given time, reference to all amendments thereto and substitutions therefor up to that time. Headings are for convenience only and shall not affect the interpretation of this Agreement. Whenever reference is made in this Agreement to any statute or regulation or section of a statute or section of a regulation, such reference is deemed to extend and apply to any amendments to the statute or regulation or section of the statute or section of the regulation or re-enactment of the statute or of the regulation or of section of the statute or regulation, as the case may be. The Manager acknowledges that it is familiar with the terms of the Act, the CMSA and the Agreement Documents as of the date of this Agreement.

II. TERM

The term of this Agreement shall extend from the day of , 202 until the day of , 202 and thereafter shall continue in full force and effect from month-to-month unless terminated in accordance with Article XVI hereof.

III. ROLE OF MANAGEMENT

The Manager fully accepts that its function is to assist the Board of Directors (hereinafter called the "Board") in the operation and administration of the Corporation and of the Property and assets of the Corporation and accepts the relationship of trust and confidence established between itself, the Board and the owners of the units by entering into this Agreement. The Manager will work under the direction and supervision of the Corporation's Board. The management of the Property shall be subject to the specific instructions of the Corporation as expressed by its Board and the Manager further agrees to carry out expeditiously the instructions of the Corporation and its Board The Agreement Documents consist of this Agreement, the Declaration, the By-laws, the Rules, and the Reciprocal Agreement (if any) and the resolutions of the Board that affect, directly or indirectly, any obligation, authorization or right imposed or conferred on the Manager by this Agreement. Changes to any Agreement Documents (including any new resolution of the Board which constitutes an Agreement Document) made or passed subsequent to the date hereof require the concurrence of the Manager insofar as such changes increase its obligations, authorizations or rights under this Agreement.

The Corporation and the Manager acknowledge that the Manager is an independent contractor. Nothing in this Agreement shall be construed to constitute the parties as in an employment relationship, partnership or agency relationship. All contracts of the Corporation shall be executed by an authorized signing officer (or officers) of the Corporation. Notwithstanding the foregoing,

the Manager may be appointed as an agent of the Corporation with limited authority. Such an appointment may only be made by a valid resolution of the Board under the express terms of this Agreement. Should the Board adopt such a resolution, there shall be no change in the Manager's status until such time as the Manager has received written notification from the Board of such change in its legal relationship, and the Manager's status as agent shall be limited only to those matters expressly set out in the Board's resolution referenced herein.

The Manager agrees to furnish efficient business administration and supervision and to perform its responsibilities, including administrative, financial and advisory, in the best manner, consistent with effective management techniques and in the most expeditious and economical manner consistent with the best interests of the Corporation. The Manager shall conduct its duties consistent with the requirements of the Act, the CMSA, the Agreement Documents and with Federal, Provincial and Municipal laws and regulations, and all binding court or tribunal orders, judgments or decrees, and all directives, policies, rules and orders given by any government agency or regulatory body, all as these pertain to or are binding on the operation of the Corporation and of the Property (collectively, the "Legal Requirements"). In the event the Manager is instructed to take any action which, in the Manager's opinion, is contrary to the Legal Requirements, the Manager shall advise the Corporation so in writing immediately. In addition to the indemnity provisions otherwise contained in this Agreement, in the event that any damages are incurred by the Manager by virtue of such instructions given after the Manager has given written notice of disagreement, the Corporation shall fully indemnify the Manager for any loss, cost or damage resulting from such instructions.

The Manager shall at all times have a valid licence in accordance with the *Condominium Management Services Act, 2015* ("CMSA"), for the provision of its condominium management services. The Manager acknowledges that it complies and will continue to comply with all licensing requirements under the CMSA. The Manager shall ensure that its personnel who perform condominium management services receive a licence pursuant to the CMSA. Upon any request, the Manager shall provide evidence that it possess a valid license and shall ensure that its licence-carrying personnel do the same.

IV. SPECIFIC DUTIES OF THE MANAGER

The Manager shall perform the following specific duties, subject to the direction of the Board:

(a) Corporation Funds

Collect and receive on behalf of the Corporation all monies payable by the Owners or others to the Corporation and deposit the same forthwith in a separate bank account, designated as the "General Operating Account", in the name of the Corporation with a Canadian Chartered Bank or Trust Company subject to the overall control of the Board with signing authority to be as directed by the Board from time to time. All such monies shall thereafter be held in the General Operating Account and administered by the Manager and used to:

- (i) pay for insurance coverage and any appraisals in connection therewith required of the Corporation in accordance with the provisions of the Act, the Declaration and By-laws, including Director's Liability Insurance and Crime / Fidelity Insurance covering the Corporation's signing officers;
- (ii) pay the expenses of operating, maintaining and repairing the Property as provided in this Agreement. If the Manager has signing authority for all utility bills, and should the Manager fail to pay any properly incurred utility bills by their due date and such late payment result in a financial penalty or interest charge to the Corporation, the Manager shall be directly liable to the Corporation for such penalty or interest charge;
- (iii) deposit to the credit of the Corporation in a separate bank account for major repair and replacement of the common elements and assets of the Corporation, on a monthly basis or as otherwise directed by the Board, the proportionate amount of the total budgeted expenditure allocated by the Corporation in its budget statement to the Reserve Fund, as well as any cash arising from the investment of Reserve Fund monies (whether as interest, payment at maturity or redemption, proceeds of sale or otherwise); and ensure that the monies so deposited are used only for Reserve Fund expenditures in accordance with subsection 93(2) of the Act, and that such monies are not used in the payment of operating expenses and that such monies shall only be invested in eligible securities prescribed in accordance with an investment plan developed in conjunction with the Board pursuant to subsections 115 (6), (7) and (8) of the Act;
- (iv) pay such other costs or expenses properly chargeable to a bank account of the Corporation as are contemplated in the other provisions of this Article IV; and
- (v) prepare cheques or transfer funds by electronic means or by direct banking when available, for the payment of all expenses properly incurred by or on behalf of the Corporation, accompanied by an invoice, receipt, work order or such other documentation identifying the particulars of the expense for which payment is being

made and submitting them to the Board for approval and signature at least one week in advance of the due date, where feasible.

(b) Maintenance and Repair of Property

Arrange, subject to Article XII hereof, for the effective and economical operation, maintenance and repair of the Property and the assets of the Corporation in accordance with the Agreement Documents, including, without limiting the generality of the foregoing:

- (i) arrange for the supply, as required, of natural gas, electricity, water and other utilities services;
- (ii) comply with the enforcement of any regulations and requirements of the Federal, Provincial and Municipal Authorities having jurisdiction (including, without limitation, Police and Fire Departments and the local Board of Health), as well as with all binding court or tribunal orders, judgments or decrees, which affect the Property and of which the Manager has been notified;
- (iii) maintain and repair, or cause to be maintained and repaired, those parts of the Property and the assets of the Corporation which require maintenance and repair in accordance with the Act and the Agreement Documents; including where applicable, litter removal, waste disposal, snow and ice removal, landscaping and grounds maintenance, fire hydrant servicing, exterior and interior painting, alterations necessary in connection with maintaining the Property in a functional condition;
- (iv) carry out the foregoing duties by means of employees of the Manager or the Corporation and/or independent contractors, in each instance, as may be more effective or economical for the Corporation;
- (v) maintain and manage, on behalf of and at the expense of the Corporation, such staff personnel, contractors or subcontractors (in the latter's capacity as the employers or contracting party) as may be required at all times to carry on, promptly and efficiently the foregoing duties and any requirements and instructions of the Board; and
- (vi) the Manager shall also recommend and arrange for the undertaking of Reserve Fund Studies as may be required from time to time pursuant to Section 94 of the Act, subject to the approval of the Board.

(c) Enforcement of Corporation Documents

Use best efforts to take appropriate action within its powers (short of legal proceedings) to enforce the Act, the Declaration, the By-laws and the Rules in accordance with standing instructions obtained by the Manager from the Board, or if these instructions are inadequate in any particular situation, in accordance with directions sought by the Manager from the President of the Corporation or as set out in Article IX hereof, and, when directed to do so by the Board, initiate at the expense of the Corporation, legal enforcement proceedings through the Corporation's solicitor.

(d) By-law and Rule Advisement

Advise and consult with the Board with respect to any further By-laws or Rules which in the opinion of the Manager ought to be established to further the harmonious and satisfactory operation of the Property and the Corporation for the common benefit of the Owners.

(e) Communication to the Owners

Communicate to the Owners and/or residents, in accordance with the directions and instructions of the Board or an appropriate officer of the Corporation, any announcement and the text and import of any new By-law or Rule, or any amendment to the Declaration or any By-law or Rule. Without limiting the generality of the foregoing, at the expense of the Corporation, prepare and deliver Periodic Information Certificates, Information Certificate Updates and New Owner Information Certificates, as required in accordance with the Section 26.3 of the Act and as prescribed by the regulations,

(f) Insurance and Claims

- (i) On direction from the Board, obtain for submission to the Board quotations by the Corporation's selected broker for all insurance policies of the Corporation due to expire; make arrangements to ensure that the policies of insurance are properly placed without lapse in coverage; and arrange for any appraisal in connection therewith which may be required by the Agreement Documents or the Board;

- (ii) Unless the Board has assumed the responsibility of deciding the details of the Corporation's insurance coverage, ensure that such coverage conforms with the requirements of the Agreement Documents and the Act;
- (iii) Take prompt action to deal with any occurrence of personal injury (including death) or property damage of which the Manager or its on-site employees are made aware and which may result in:
 - 1) any claim by the Corporation under any of its insurance policies;
 - 2) any claim by the Corporation against an owner for damage resulting from the owner's default in the performance of an obligation to maintain and repair; or
 - 3) any other claim by or against the Corporation

Such action shall include, without limitation, taking steps appropriate in the circumstances to end the cause of the injury or damage and locating and preserving the evidence of the cause of the occurrence; and

- (iv) Monitor and report to the Board, or if prompt action is required, to an appropriate officer of the Corporation, developments in the processing of insurance or other claims by or against the Corporation and see that the rights of the Corporation in respect of such claims are protected, including the filing of a notice of claim but excluding the adjusting of any loss.

(g) Inadequate Performance by Contractors

Use reasonable diligence, by direct inspection or giving direction to the Superintendent and or Maintenance Supervisor, if any, to ensure that contracts and agreements between the Corporation and any supplier of materials, goods and/or services are performed in accordance with their terms; inform the Board and hold back full payment to the contractor in the event performance is considered by the Manager to be inadequate or contrary to the agreed terms; and take advantage of all trade discounts by prompt payment of trade invoices where services are properly performed and/or materials provided in accordance with the contract.

(h) Construction Liens

Retain or cause to be retained holdbacks required by the Construction Act, R.S.O. 1990, as amended, and use its best efforts to ensure that no claim or lien shall be filed against the title to the Property in respect of any work which may be carried out on behalf of the Corporation and, if a claim or lien shall be filed in respect of such work, inform the Board and forthwith take all necessary steps to have the same removed and discharged as directed by the Board.

(i) Employees of the Corporation

Save and except for those employees described in Paragraph IV (j) whose wages and employment expenses shall be borne by the Manager, the Manager shall

- (i) on the basis of budget allocation and job description approved by the Board and observance of applicable legal requirements, advertise for, recruit, interview, investigate, evaluate and hire at the expense of the Corporation qualified and competent applicants for on-site employment required for the efficient operation and maintenance of the Property and the physical assets of the Corporation, including, without limitation, administration, supervision, security, repair and cleaning unless such functions have been contracted with independent contractors;
- (ii) in the name of the Corporation, hire as employees of the Corporation such of these applicants as are approved, with authority to dismiss them, only after the approval of the Board; if qualified to do so instruct and train such employees (including where appropriate, technical instruction in the operation and maintenance of equipment on the Property) and monitor the performance of such employees (including an annual performance review) and ensure the proper carrying out of their duties. All persons hired as employees of the Corporation to perform services for the Corporation are employees of the Corporation, except the Condominium Manager and the Site Administrator who are the employee of the Manager. The Corporation assumes all risk and liability in respect of its employees. The Corporation fully indemnifies the Manager for any Loss suffered by the Manager with respect to the settlement or satisfaction of claims, either by adjudication or compromise, which occur as a result of the Corporation's role in the employment of any employee of the Corporation. Notwithstanding the foregoing, where such claims relate to the alleged wrongful termination of such employee, the Corporation shall not be obligated to indemnify the Manager for any Loss with respect to such claims unless the Manager terminated such employee on the express written instruction of the Board. Where such employee has been terminated by the Manager without the express written instruction of the Board, the Manager shall indemnify the Corporation for any Loss with respect to the settlement or satisfaction of claims relating to such employee. For the purpose of this

paragraph, Loss includes the amount of any principal sum, award, settlement or verdict, actually paid or payable, after making proper deduction for all recoveries and salvages. Loss also includes those costs incurred by the Manager or the Corporation in the investigation and defence of actions, claims or proceedings and appeals therefrom. Loss includes all costs taxed against the Manager or the Corporation in any civil suit defended by the Manager and any interest accruing after judgment. Notwithstanding the foregoing, Loss as it relates to any claim that the Manager may have against the Corporation pursuant to this subparagraph shall not include any risk or liability resulting from or related to negligence, fraud, illegal or dishonest act or omission or intentional harm or breach of this Agreement by the Manager. This provision shall survive the termination of the Agreement;

- (iii) arrange for payment by the Corporation, as part of its operating expenses, the wages salaries, benefits and all other employment costs of the employees of the Corporation, including, without limitation, unemployment insurance, , Workers' Compensation, Employer's Health Tax and Canada Pension Plan contributions and other employment costs and benefits as herein provided and the Corporation hereby acknowledges its liability in respect of such payments;
 - (iv) at the option of the Board, provide to the employees of the Corporation the employment benefits as are provided by the Manager for other Condominium Corporations employees and bill the Corporation for the cost of such benefits and any applicable taxes;
 - (v) indemnify the Corporation for any claim for additional compensation, damages and/or other payments that may be made against the Corporation by the Condominium Manager, upon the termination of employment of such persons or otherwise, the Manager hereby acknowledges that it, and not the Corporation, shall bear any liability arising from such claim and that this provision shall survive the termination of this Agreement; and
 - (vi) maintain proper payroll records with respect to all employees of the Corporation; make payroll reports and returns required by law; and remit promptly to the proper authorities all deductions and payments for income tax, unemployment insurance, hospitalization, medical and other group coverage, Taxable Apartment Allowance Benefit, Canada Pension Plan, Workers' Compensation, Employers' Health Tax, and any other deductions or payments which, from time to time, may be applicable to any such persons and/or the Corporation as the employer.
- (j) Employees of the Manager

The Manager shall comply with the following terms and conditions with respect to the employees of the Manager:

- (i) Supply at its own expense the services of a General Licensed Condominium
- (ii) The Corporation agrees that it shall reimburse the Manager for obtaining any necessary licenses and permits for the benefit of the Corporation, except for management licensing under the *CMSA*. The Manager shall be responsible for complying with any applicable federal, provincial and municipal laws pertaining to the employees, servants, or own agents it employs in carrying out the services under this Agreement and shall, where applicable, pay, deduct, and remit to the appropriate government authority income tax and employer and employee contributions, premiums and assessments for Canada Pension, Employment Insurance, Employer Health Tax and Workers Compensation in respect of its employees who provide services under this Agreement, and any similar deductions or payments which may from time to time be applicable to such employees.
- (iii) The Corporation hereby expressly acknowledges and agrees that the Manager has affected considerable monetary and non-monetary input and investment in its infrastructure organization, employees and business, and that the centerpiece of its effective management, continuing expertise, service and improvements is its employees. Accordingly, the Corporation hereby covenants and agrees that it will not knowingly solicit, hire, or engage, either directly or indirectly, any person that the Corporation knew or ought to have known was an employee of the Manager, and that was involved in the management of the Corporation immediately prior to the termination of this Agreement, for a period extending for twelve (12) months after the cessation or termination of this Agreement and/or the Manager's arrangements or relationship with the Corporation, regardless of the manner in which that this Agreement and/or any such arrangements or relationship has ceased or terminated. In the event of the Corporation's breach of the preceding provision, then in addition to any other remedies available to the Manager at law or

in equity, it is acknowledged and agreed that the Manager shall be entitled, as a matter of right, to injunctive relief in any court of competent jurisdiction, in pursuit of the enforcement of said provision.

(k) Materials, Equipment and Supplies

Subject to Article XII hereof, purchase on behalf of the Corporation such equipment, tools appliances, materials and supplies as are necessary for the proper operation and maintenance of the Property; maintain a current list of all inventory, equipment and chattels of the Corporation as part of its records; and, in any such purchase or in any contract for services effected on behalf of the Corporation, ensure that the Corporation is given the benefit of any volume or other price or service advantage which the Manager has obtained from the supplier. All such purchases and contracts shall be in the name of and at the expense of the Corporation

(l) Occurrence Report and Preventative Maintenance

- (i) Submit to the Board an occurrence report in respect of any significant accident, emergency, break down or other situation or occurrence which in the opinion of the Manager ought to be brought to the attention of the Board and follow up the occurrence so reported by informing the Board of the disposition of such occurrence or as the Board may require
- (ii) prepare, amend from time to time as required by circumstances, and, in each case, submit to the Board for approval a detailed schedule of the work to be performed by each person which the Corporation employs to work at the Property; assign to each such person on a regular basis the work contemplated by the work schedule and provide any needed directions; cause the Condominium Manager to conduct each month a complete walk through inspection of the common elements for the purpose of identifying items which at the time of the inspection require or in the near future following the inspection will require maintenance or repair; make arrangements for any corrective action; if required to do so by the Board, prepare and submit to the Board the monthly written inspection report on items noted in the Condominium Manager's inspections; prepare a checklist setting out the status of maintenance or repair work in progress; and maintain a record of contraventions of the Act, the Declaration, the By-laws and the Rules by Owners, residents and others which have come to the attention of the Condominium Manager and the steps taken to correct the situation; and
- (iii) Arrange with a third party pursuant to a contract with the Corporation, for the preventative maintenance to equipment, including major technical and electrical equipment and plumbing systems, in accordance with the recommendations of manufacturers or suppliers thereof .The Manager shall also maintain general maintenance procedures and schedules to be followed by any employees of the Corporation. The Corporation shall make available to the Manager all shop drawings, as-built architectural and structural plans, maintenance and operating manuals for mechanical and electrical equipment and plumbing systems and such other documents as the Manager reasonably requires to carry out its duties that are in the Corporation's possession from time to time.

(m) Information and Emergency Situation

- (i) Receive communications from Owners, residents, mortgagees, Government agencies and other interested parties to the Corporation, which communications, when action is required by the Manager or the Board, shall be requested to be in writing, except in case of emergency; to the extent that the subject matter of any such communication is within the scope of the responsibilities and duties of the Manager under this Agreement, deal with and dispose of, or co-ordinate the dealing with and the disposition of, such matter, provided, however, that any matter involving a policy decision or an interpretation of the Agreement Documents shall be referred to the Board; and, refer to the Board any communications other than those which the Manager is required to receive and deal with;
- (ii) Keep the Board and Owners and Residents advised of the current telephone number or numbers at which an agent or employee of the Manager may be reached, at any time during normal business hours in respect of any infraction of the Agreement Documents or at any time during the day or night, in respect of any emergency involving any part of the Property or any assets of the Corporation; make all arrangements to deal promptly with such infractions and immediately with any such emergency arising in connection with the maintenance and operation of the Property and assets of the Corporation; deal in the first instance with minor emergencies and infractions and forthwith report to the Board any major emergency or persistent, flagrant or serious violation of the Agreement Documents; it being understood that, if

the Corporation informs the Manager of an occurrence which the Corporation considers to be an emergency of a major nature, the Manager shall take immediate steps to deal with such occurrence to the extent practicable, whether or not the Manager considers it to be correctly characterized as being of a major nature; and

(iii) Fire and Safety Procedures

Cause to be prepared at the cost to the Corporation, by a qualified third party consultant, and then put into practice, a formal Fire Safety Plan which shall at the minimum include:

- 1) Compliance with the Ontario Fire Code;
- 2) Identification of all residents requiring assistance in the event of an emergency;
- 3) The formation and introduction of response team(s); and
- 4) Identification and elimination on a planned basis of hazards to safety.

(n) Meetings

(i) Attendance at Meetings

An authorized representative of the Manager shall attend meetings of the Board for the whole of such meetings (of no more than three hours in duration), and shall be limited to weekday days or evenings and to no more than twelve (12) Board meetings annually, plus one meeting of owners/annum. All meetings in excess of the above noted paragraph shall be billed at a rate of One hundred and Fifty dollars (\$150.00) per hour for each Regional or executive in attendance and eighty dollars (\$80.00) per hour for each management representative in attendance.

(ii) Notice of Meetings

At the request of the Board, schedule, arrange facilities and prepare all Notices and accompanying materials for all annual or special meetings of the Owners and deliver to the Owners and Mortgagees entitled thereto within the time(s) prescribed under the Act and the By-laws such notices and other information as are required in connection with the holding of such meetings; and at the expense of the Corporation, copy, distribute or post all notices, other information and other announcements to Owners or residents and distribute or post them in adequate time prior to the applicable event; announcement of work to be performed in the common elements, Meeting notices can be delivered to Owners and Mortgagees electronically if the Corporation has signed a resolution or a by-law in place permitting electronic communication and Owners have provided the Corporation with an Agreement to Receive Notices Electronically. Any other document required to be issued or delivered may be issued electronically provided that the Act and regulations permit electronic delivery

(o) Books and Records of the Corporation

Keep the Corporation's books of account and retain full and proper records regarding all financial transactions involved in the management of the Property; furnish to the Board within eleven (11) working days following the end of each month financial statements summarizing the transactions made during such month as more particularly described in paragraph (q) below; keep adequate records under Section 55 of the Act and related regulations; all books and records of accounts kept in relation to the management of the Corporation is the property of the Corporation and upon termination of this Agreement shall be forthwith surrendered to the Corporation.

(o) Annual Budget

Prepare and present to the Board for its approval at least two (2) months before the commencement of each fiscal year an estimated budget in writing for the following year in keeping with the budget guidelines previously adopted by the Board and to consult with the Board whenever it appears desirable or necessary to revise the Owners' contributions to the common expenses.

(p) Financial Reporting

(i) Provide the Board electronically with monthly and year-to-date itemized unaudited financial statements by the 11th working day of each month showing:

- 1) Corporation income on an accrual basis;
- 2) dollar amount of common expense assessment collected;
- 3) dollar amount of expenses by category on an accrual basis, as compared with budgeted expenses;
- 4) the names of the Owners who are delinquent in payment of their required contribution to common expenses and the amount of each delinquency;

- 5) the names and amounts of all other delinquent accounts;
 - 6) particulars of accounts, term deposits, certificates and any other information respecting investment income and other assets and liabilities of the Corporation in accordance with generally accepted accounting principles as at the date of the financial statement;
 - 7) particulars of significant variations from budget;
 - 8) an income and expense statement; and
 - 9) a balance sheet.
- (ii) Prepare all accounting and financial reporting which is required under the terms of this Agreement to be provided by the Manager to the Corporation in accordance with the reasonable requests of the Board and/or of the Corporation's auditors (if applicable) as to format and furnish the same within the reasonable time frame prescribed by the Board or (if applicable) the Corporation's auditors.
- (iii) Provide the Board of Directors of the Corporation on a monthly basis with a copy of the following:
- 1) A general bank statement summary;
 - 2) A reserve fund bank statement summary;
 - 3) A bank reconciliation for the General Account;
 - 4) A bank reconciliation for the Reserve Account; and
 - 5) A detailed general ledger analysis.
- (iv) If so, requested by the directors or any of them, provide copies of the financial documentation referred to in this Article IV(q) in printed form to such directors at the Corporation's expense.
- (q) The Register
- Maintain a register in accordance with the Act and regulations; use its best efforts to keep an up-to-date record of the names and addresses of all unit Owners and the e-mail addresses of those unit Owners that have agreed to receive notice by e-mail, those mortgagees who have notified the Corporation of their interest and of any tenants or other occupants of which the Manager has knowledge including any notices of summary of leases, copies of leases and renewal of leases provided in accordance with the Act (the Corporation hereby acknowledges that it is responsible for forwarding forthwith to the Condominium Manager any written notice or other communication received by any Director or Officer of the Corporation from mortgagees or other person claiming an interest in any unit), and provide on an annual basis an updated list of Owners and residents recording the information shown in the register.
- (r) Status Certificate
- (i) Upon receipt of a written request from any person and receipt of the fee, prepare for execution by the Board or, where a resolution of the Board authorizes the Manager to do so, by the Manager, and under the seal of the Corporation, a certificate with respect to such unit in the form and with the contents prescribed by such regulations (a "Status Certificate") and to issue such Status Certificate within the time limit prescribed by the Act;
 - (ii) The Manager shall not be obligated or responsible for inspecting any of the units which are the subject of a request for a status certificate (nor any portion of the exclusive use common element areas appurtenant thereto), in order to determine whether any violation of the provision of the Act, or Corporation's Declaration, By-laws and/or Rules exists, prior to issuing any status certificate in connection therewith. It is expressly understood and agreed that the purchaser, mortgagee or other party or parties requesting a status certificate shall be solely responsible for undertaking any such inspections;
 - (iii) Be responsible for the accuracy and completeness of all information included in a Status Certificate and related documentation, provided, however, that the Manager shall not be held liable for any error or omission in any Status Certificate if the same results from the failure of the Board to communicate to the Manager pertinent information that it has, either with respect to the specific unit or with respect to the Corporation in general, which should be taken into account in the preparation of a Status Certificate. Save as aforesaid, and notwithstanding the provisions of Article X, the Manager shall indemnify and save the Corporation harmless from any damages, demands, claims, costs, losses, actions, suits or obligations whatsoever arising out of any error or omission in the information contained in any Status Certificate of which the Manager had or ought to have had knowledge or arising out of the Manager's failure to issue any Status Certificate within the prescribed time limits prescribed by the Condominium Act 1998; this provision shall survive the termination of this Agreement; and

- (ii) Be entitled to the fee prescribed by Regulation pursuant to the Act for the preparation and issuance of Status Certificates and related documentation and such other costs that may be incurred from time to time as a result of the preparation and issuance of same.
- (s) Manager's Report, Access to Records and Records Request
 - (i) Manager's Report

Present to the Board at least three (3) business days prior to each regularly scheduled Board meeting a written Manager's Report, to serve as a formal form of communication from the Manager to the Board, which Manager's Report shall reflect, without limitation, the directives of the Board to the Manager and show the actions of the Manager with respect to these directives of the Board; and
 - (ii) Access to Records

Make available all books and records pertaining to the operation of the Property and business of the Corporation, at reasonable times, and upon reasonable notice, whenever requested, to the Corporation, its auditors, any officer of the Corporation, any representative of the Board duly authorized in writing, and any Owner or his agent duly authorized in writing in accordance with s.55 of the Condominium Act.
 - (iii) Records Request:
 - a. Notwithstanding any other provisions in this Agreement to the contrary, where records are requested by an owner/mortgagees and/or their designated representative and the records request would require expending a significant amount of time and/or resources by the Manager and/or a third party (as determined by the Manager, acting reasonably), the Manager on behalf of the Corporation shall charge any owner/mortgagees and/or their designated representative \$31.50/hour for the Manager on behalf of the Corporation to be compensated for time spent in labour relating to the records requested, except where the Act prohibits the Manager on behalf of the Corporation to charge a fee for the production of a record (i.e. the production of a core record by electronic copy) in which case the owner/mortgagees and/or their designated representative shall not be charged.
 - b. The Manager shall be responsible for estimating the cost of labour and copying charges (which copying charges shall be charged in accordance with the Act) for the requested records, where applicable. In the event that the actual cost of labour and copying charges exceed the estimated costs, the Manager shall: (i) for labour costs, only be entitled to charge the owner/mortgagees and/or their designated representative 10% more than the estimated labour cost; and (ii) for copying costs, be responsible to reimburse the owner/mortgagees and/or their designated representative for any amounts which the Manager on behalf of the Corporation is not permitted to recover from the owner.
- (t) Investment of Surplus & Reserve Funds

Monitor an investment program as recommended by the Board's professional advisors and approved by the Board to obtain an acceptable return on all revenues of the Corporation, including interest accumulating on surplus cash and upon long-term reserve accounts and, in this endeavor, invest all surplus cash and reserves in interest-bearing accounts with a Canadian Chartered Bank, Trust Company, or as directed by the Board and permitted by law. This shall specifically include working with the Board and a qualified reserve fund planner to develop and, from time to time, update a Reserve Fund funding plan as contemplated in Section 94 of the Act
- (u) Crime / Fidelity Insurance - of the Manager

Arrange, obtain and maintain Crime / Fidelity Insurance coverage, covering the Manager's own employees for, in the name, and at the expense of the Manager in an amount of not less than one million dollars (\$1,000,000) per occurrence with loss payable to the Corporation, which Crime / Fidelity Insurance shall not be terminated by either the insurer or the Manager unless at least thirty (30) days prior written notice of cancellation has been delivered by Registered Mail to the Corporation. The Manager shall provide evidence of such Crime / Fidelity Insurance coverage being in place prior to this Agreement becoming effective and annually thereafter if a request for such evidence is made by the Corporation, acting reasonably. In this Agreement, the term "Crime / Fidelity Insurance" shall mean a policy of insurance to protect a named insured from losses, costs, damages, liability and expenses arising out of the dishonest or fraudulent act of one more individuals including theft and other criminal activity.

(v) Spending Restrictions

Where the cost of performing work or services (other than utilities) and/or goods or materials to be furnished to the Corporation exceeds the sum of Two Thousand Dollars (\$2,000), for any one item or series of related items, the Manager shall obtain and submit at least three (3) written tenders or estimates unless the Board is satisfied with a fewer number, for presentation to the Board and obtain the approval of the Board by way of a resolution prior to entering into the contract.

(w) Filing of Returns

In connection with all contracts to perform work or services entered into by the Manager, execute and file necessary documents and do and perform all acts required under the laws of any Federal, Provincial, Municipal or other Government body or authority, provided, however, that Corporation Tax Returns are to be filed by the Corporation's Auditor.

(x) Personal Information

- (i) The term "personal information" shall mean all information about an identifiable individual as set out in all applicable privacy laws, including but not limited to the *Personal Information Protection and Electronic Documents Act* (Canada) (Personal Information). The Manager shall protect and keep confidential all Personal Information about or pertaining to all individuals that is disclosed by the Corporation or otherwise obtained by the Manager under this Agreement. During the term of the Agreement, the Manager shall collect and use Personal Information only to exercise the rights and perform the obligations for which such information was disclosed to the Manager, as specifically set forth in or clearly implied by this Agreement.
- (ii) The Manager may not disclose Personal Information to another party unless such disclosure is (i) permitted under this Agreement; (ii) authorized by the Corporation, or (iii) required by law, in which case the Manager will provide prior notice of such disclosure to the Corporation.

(y) Occupational Health and Safety Act

The Manager covenants and agrees to comply with the provisions of the *Occupational Health and Safety Act* ("OHSA"), including monitoring the Corporation's policies with respect to workplace violence and harassment, and/or sourcing appropriate staff training as appropriate, at the Corporation's expense.

(z) Accessibility for Ontarians with Disabilities Act, 2005

The manager covenants and agrees to comply with the provisions of the *Accessibility for Ontarians Disabilities Act, 2005* ("AODA"), and acknowledges that its employees are familiar with the customer service standard under AODA. The Manager will also use reasonable efforts to require that all third party contractors comply with AODA.

(aa) Accessibility for Ontarians with Disabilities Act, 2005

The manager covenants and agrees to comply with the provisions of the *Accessibility for Ontarians Disabilities Act, 2005* ("AODA"), and acknowledges that its employees are familiar with the customer service standard under AODA. The Manager will also use reasonable efforts to require that all third party contractors comply with AODA.

(bb) Director Training

The Manager shall take reasonable steps to ensure that: (i) all persons elected or appointed to the Board after November 1, 2017 complete the mandatory director training within six (6) months of being elected or appointed onto the Board; and (ii) the directors provide the Corporation with evidence of completion within 15 days of receiving same for inclusion in the Corporation's records.

(cc) Condominium Authority of Ontario

The Manager shall pay the Condominium Authority of Ontario assessment fees, on behalf of and at the expense of the Corporation, in accordance with the provisions of the Act.

The Manager shall file with the Registrar all Returns and Notices of Change on behalf of the Corporation as prescribed by the Act, and any related filing fees shall be borne by the Corporation except that the Manager shall indemnify and save harmless the Corporation from any fees arising from the late filing of any returns or notices required to be filed with the Registrar.

V. **LEGAL SERVICES**

The services of the Manager shall not include the provision of legal services of any kind but shall include the procuring of such services upon the express instructions of the Board.

VI. **ACCESS TO UNITS**

Subject to compliance with any applicable requirement, condition or restriction imposed by the Act, the Declaration and the By-laws, the Manager, its employees and agents may enter into any unit or exclusive use area of the common elements for the purpose of carrying out the Manager's duties and responsibilities under this Agreement.

VII. **MANAGER'S COMPENSATION**

- (a) The Manager shall be compensated according to the following schedule, the current fees being due and payable from the current common expense assessments collected each month: Unless terminated in accordance with the provisions of Article XVI, a fee of ____ Thousand and ____ Hundred Dollars (\$) per month from _____, 20 to _____, 20, a fee of ____ Thousand and ____ Hundred Dollars (\$) per month from _____, 20 to _____, 20, and a fee of ____ Thousand and ____ Hundred Dollars (\$) per month from _____, 20 to _____, 20, is payable by monthly pre-authorized payment, in advance, on the first day of each and every month. The Manager's fee includes all management staff salaries and all office expenses directly related to the business of the Manager with respect to the performance of the duties of the Manager hereunder, but does not include any expenses directly related to the business offices of the Corporation; provided that any additional expenses or costs shall be payable to the Manager by the Corporation hereunder only if agreed to in writing by the Corporation.

Notwithstanding any other provision of this Agreement to the contrary, in addition to the management fees noted above, the Corporation shall pay to the Manager an amount equal to any and all goods and services taxes, sales taxes, value added taxes or any other taxes imposed on the Manager with respect to the Management fees or any other amounts payable by the Corporation to the Manager under this Agreement, whether characterized as goods and services, sales tax, value added tax or otherwise, (herein called "value taxes"), it being the intention of the parties that the Manager shall be fully compensated or reimbursed by the Corporation with respect to any and all value taxes payable by the Manager. The amount of such value taxes so payable by the Corporation shall be calculated by the Manager in accordance with the applicable legislation and shall be paid at the same time as the amounts to which the value taxes apply are payable to the Manager under the terms of this Agreement or upon demand at such other time or times as the Manager may determine from time to time. Notwithstanding any other provision in this Agreement to the contrary, the Manager will have all the same remedies for the rights and recovery of such amount as it has for the recovery of the management fees under the Agreement.

- (b) The Corporation shall provide, without charge, for the exclusive use of the Manager and its on-site staff working for the Corporation, such office accommodation as is designated by the Board as the "Management Office" and such common element parking spaces or other parking spaces necessary or desirable in order to permit the Manager's staff to attend at the Property to carry out and perform the Manager's management functions.
- (c) Subject to Article XVI (b) the parties agree that at the expiration of the original term of the Agreement resulting in a renewal, the revised and agreed upon fee shall be acknowledged in writing by both parties and such acknowledgement shall be deemed to amend accordingly the second paragraph of this Article VII (a) for such renewal term and shall be appended to this Agreement.

VIII. **UNIT REPAIRS, PLANS AND SPECIFICATIONS**

- i) Notwithstanding any other provisions of this Agreement, the Manager is given no authority or responsibility for maintenance of or repairs to the units which shall be the sole responsibility of the Owners individually save and except in those circumstances where the Corporation has a statutory obligation to repair the unit after damage or in accordance with the Act or in accordance with the Agreement Documents upon the express written direction of the Board.
- ii) Any plans, drawings, specifications and architectural or engineering assistance which may be necessary or desirable to enable the Manager to discharge its duties pursuant to this Agreement, shall be provided at the expense of the Corporation, provided, however, that the Board or its designated representative from time to time shall authorize the retaining of any such assistance before any such expense is incurred.

IX. CO-OPERATION OF THE BOARD

The Corporation acknowledges that the Board must cooperate with the Manager to the extent required to enable the Manager to perform expeditiously, efficiently and economically the management services required under this Agreement and must provide such evidence of authority by way of certified resolution or otherwise and such specific directions as the Manager may reasonably require. In particular, the Board may by resolution designate, from time to time, to a director who,, with respect to any specific matter, or category of matters, relating to the management of the Property or the affairs of the Corporation, is authorized to represent the Board when the Manager wishes to consult with, or obtain the approval of, the Board before proceeding with any work, act or action; or for the purpose of giving directions or instructions to, or otherwise dealing with, the Manager; with respect to such matter or category of matters (subject to the matters herein set forth requiring the approval of the Board). If such delegation is made, the Manager is directed not to consult with, obtain approval of, or accept directions or instructions with respect to such matter or matters from any other person until such time as the Board revokes the delegation. In the absence of delegation, or if a delegation is revoked, the President of the Corporation shall be deemed to be the person who has such authority.

X. INDEMNIFICATION

The Corporation shall, during and after the termination of this Agreement, indemnify and save the Manager completely free and harmless from any and all claims, suits, actions, obligations, liabilities, demands, costs, expenses and fees arising out of damage or injury to person or property in or about or in any way connected with the Property, or arising out of the payment or non-payment of any debts incurred or owing by the Corporation by reason of carrying out the provisions of this Agreement or acting upon the directions of the Corporation, except in the case of any act or omission of the Manager or any of its employees or agents, any default of the Manager in complying with the provisions of this Agreement or any negligence, fraud, illegal or dishonest act, willful misconduct or intentional harm on the part of the Manager, its employees or agents. The Manager shall, during and after the termination of this Agreement, indemnify and save the Corporation completely free and harmless from any and all claims, suits, actions, obligations, liabilities, demands, costs, expenses and fees arising out of any act or omission of the Manager or any of its employees, the default of the Manager in complying with the provisions of this Agreement or any negligence, fraud, illegal or dishonest act, willful misconduct or intentional harm caused by the Manager, its employees or agents.

XI. COMMERCIAL LIABILITY INSURANCE

- (a) The Corporation shall obtain, or authorize the Manager to arrange for, commercial general liability insurance on the Property to a limit of not less than five million dollars (\$5,000,000) inclusive, under the terms of which:
 - (i) the Manager shall be named as an insured together with the Corporation, as their interest may appear, in each policy providing protection against any claims for personal injury, death, property damage or loss for which either the Corporation or the Manager might be held liable as a result of their respective obligations; and
 - (ii) the Corporation undertakes to provide the Manager at least thirty (30) days prior written notice of cancellation or of any material change in the provisions of any such policy. The Corporation, upon request, will provide to the Manager a certificate of insurance in respect of any such policy.
- (b) The Manager shall, during the term of this Agreement and any extensions or renewals thereof, place and maintain at its sole costs and expense in the name of the Manager, commercial general liability, showing a limit of not less than five million dollars (\$5,000,000), which insurance policy shall include coverage for contractual liability, non-owned automobile liability, tenant's legal liability, employers' liability and employee benefits errors and omissions. In addition, such policy shall contain a severability of interest's clause and a cross-liability clause.
- (c) The Manager shall also place and maintain at its sole costs and expense in the name of the Manager, professional liability (errors and omissions) insurance showing a limit of not less than two million dollars (\$2,000,000).

Prior to the effective date of this Agreement, the Manager shall provide the Corporation with certificates of insurance in accordance with the requirements of the CMSA and regulations made thereunder, for the insurance required under subsections XI (b) and(c), and subsection IV(v).The Manager hereinafter, when requested agrees, to provide the Corporation with a certificate of insurance as evidence that it is maintaining such insurance. The Manager shall also notify the Corporation in writing of the cancellation, termination or any material changes in the provisions of its insurance policies within at least thirty (30) days of the earlier of: (i) the date the Manager is notified of the changes; and (ii) the date that the changes take effect.

XII. SPENDING AUTHORITY AND DEFICIT FINANCING

The annual budget shall constitute the major control under which the Manager shall operate, and there shall be no substantial deviations therefrom, excluding such expenses as utilities, insurance and other expenses not within the control of the Manager, except as may be approved in writing by the Board. No expenses may be incurred or commitments made by the Manager in the name of the Corporation in connection with the maintenance and operation of the Property in excess of the amounts allocated to the various classifications of expense in the approved budget; provided, however, that emergency repairs involving manifest danger to life or property, or immediately necessary for the preservation and safety of the Property, or for the safety of the Owners and residents, or required to avoid the suspension of any necessary services to the Property, may be made by the Manager irrespective of the cost limitation imposed by this paragraph. Notwithstanding this authority as to emergency repairs, the Manager shall, if at all possible, confer immediately with the Board regarding every such expenditure.

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

XIII. COLLECTION OF COMMON EXPENSES

The Manager, in addition to its covenant to enforce the Declaration and By-Laws as herein provided, shall actively pursue the collection of unpaid common expenses assessments from the Owners with a view to reducing these receivables to the minimum monthly balance and without incurring additional cost save in those instances where legal action, including the registration of Certificates of Lien pursuant to the Act, is required. It is understood that the Manager shall instruct the Corporation's solicitor to serve the owner with a Notice of Lien in the prescribed form, pursuant to Subsection 85(4) of the Act, and then instruct to register the Certificate of Lien in the appropriate Land Registry Office within the time prescribed by the Act after the date on which the Owner first defaults.

In the event that the Manager fails to notify or instruct the Corporation's solicitor to serve the owner with a Notice of Lien in the prescribed form and/or to register a Certificate of Lien within the time prescribed by the Act covering the arrears of common expenses, interest charges and legal costs within the time specified under the Act resulting in any loss or any additional cost to the Corporation, the Manager shall be directly liable for same to the Corporation. This provision shall survive the termination of this Agreement.

XIV. FIDUCIARY RELATIONSHIPS

The Manager may engage any parent or subsidiary Corporation or any persons, firm or Corporation affiliated or otherwise connected with the Manager (hereinafter called the "Affiliate") to perform any work or services for the Corporation within the scope of the Manager's duties under the provisions of this Agreement, without being in breach of any fiduciary relationship with the Corporation, subject, however, to the prior approval of the Board in each and any such instance and subject further to the provisions of Article XII hereof.

XV. RELATIONS WITH OWNERS AND RESIDENTS

- (a) The Manager shall promptly and courteously deal with all reasonable requests or complaints by the Board, any Owner or resident or any mortgagee of a unit relating to the management of the Property or the duties or obligations of the Manager pursuant hereto, and record in writing any such requests or complaints and the eventual disposition thereof;
- (b) The Manager shall maintain businesslike relations with Owners and residents whose service requests relating to the common elements shall be received, considered and recorded in systematic fashion in order to show the action taken with respect to each request. Complaints relating to common elements, the maintenance and repair of which are the responsibility of the Corporation, shall be attended to by the Manager in as prompt and diligent a manner as possible; and
- (c) The Manager shall acknowledge the receipt of a request or complaint within one (1) business day.

XVI. TERMINATION

- (a) Either party may terminate this Agreement, without cause, with effect as at the last day of a calendar month, upon giving sixty (60) days written notice to the other party specifying the termination date. The Corporations may, at their sole option, terminate this Agreement without cause and without giving sixty (60) days prior notice of the same to the Manager by paying to the Manager an amount equal to two (2) months of the management fee payable to the

Manager calculated in accordance with Article VII of this Agreement. Upon expiration of such notice period, the Manager shall surrender to the Corporation the corporate seal, all contracts, records, files and other documents or information which may be pertinent to the continuing operation of the Property and such transfer of records shall be in accordance with the CMSA and all regulations made thereunder, and the Corporation shall pay to the Manager any monies due to it as of the date of termination. For a period of twelve (12) months after such termination and for the purpose of settling any dispute or defending any claim, the Corporation shall provide to the Manager at all reasonable times and upon reasonable notice access to all such contracts, records, files and other documents or information.

- (b) The parties agree that the term of this Agreement shall not be allowed to lapse without notice of termination in writing given by either party to the other not less than sixty (60) days prior to the expiration of the term of this Agreement.

Should written notice of termination not be given sixty (60) days prior to the expiration of the term of this Agreement, this Agreement shall continue on a month-to-month basis until formally renewed or properly and the Manager's monthly fee in such circumstances shall, unless re-negotiated and confirmed in writing between the parties hereto, be equivalent to one-twelfth (1/12) of the Manager's fee payable during the immediately preceding year of the term increased by 3% for the first year and 4.5% for each year thereafter.

- (c) In addition to the rights of the parties described in paragraph (a), this Agreement shall terminate immediately without the requirement of the Corporation to give notice upon the happening of any of the following events:

- (i) the insolvency or bankruptcy of the Manager, or upon the Manager taking steps to wind up its business voluntarily or otherwise (including but without limiting the generality of the foregoing, if the Manager has a petition for a receiving order filed against it; if the Manager makes a proposal in bankruptcy; if the Manager makes an assignment of its property for the benefit of its creditors generally; or if a receiver or a trustee is appointed to manage or investigate the affairs of the Manager); or
- (ii) the termination of the government of the Property by the Act; or
- (iii) the Manager is insubordinate, reckless or grossly negligent in performing its duties hereunder.

- (d) Upon termination of this Agreement and in addition to the Manager's obligations described in paragraph (a) above,

- (i) the Manager shall as soon as possible thereafter and within twenty (20) days after the date of effective termination pay over any balance in the Corporation's bank account managed by the Manager remaining to the credit of the Corporation (less any amounts due or owing to the Manager for fees and/or disbursements, and any amounts approved by the board and in accordance with Section XII of this Agreement, necessary to satisfy commitments properly made by the Manager to others prior to the date of termination), all post-dated cheques, and shall as soon as possible thereafter render a final accounting to the Corporation;
- (ii) the Manager shall forthwith surrender to the Corporation or to the Corporation's representative designated in writing all the keys to the Property or any part thereof held by the Manager or any of its employees and all the books and records, in whatever format and media the same may be recorded and maintained, other than accounting books and records, kept by the Manager in relation to the management of the Corporation which are the property of the Corporation, or that are in the possession of any employees of the Manager, including, without limitation, post-dated common expense assessment cheques, contracts, files, plans, drawings, specifications, architectural or engineering documents, manuals, maintenance and repair logbooks, and correspondence, provided, however that the Manager's own files relating to the Corporation shall be excluded;
- (iii) all accounting books and records, in whatever format and media the same may be recorded and maintained, kept by the Manager in relation to the Management of the Corporation which are the property of the Corporation, or that are in the possession of any employees of the Manager, will be surrendered within 30 days after the termination date, or after an audited statement is presented. The Manager shall provide the Corporation with unaudited financial statements for the last month of the term within no later than 30 days after the date of termination;
- (iv) the Corporation shall assume the obligations under any and all contracts which the Manager has properly made for the purpose of arranging the services to be provided pursuant to this Agreement; and

- (v) any liability incurred under this Agreement by either party to the other up to and including the date of termination of this Agreement or which arises from a claim made after such termination with respect to any occurrence prior to the termination, as well as all obligations of each party hereto to the other under this Article XVI, shall survive the termination of this Agreement.

XVII. PROTECTING CONDOMINIUM OWNERS ACT, 2015

- (a) Amendments to the *Condominium Act, 1998*

Notwithstanding any provision herein to the contrary the Manager shall perform its obligations in accordance with the Act or with any amendments to the Act and shall take all necessary steps to ensure the Corporation's compliance with same. The provisions of this Agreement are subject to the provisions of the Act. In the event of any conflict between the provisions of this Agreement and the Act, the Act shall prevail, and this Agreement shall be deemed amended accordingly

- (b) Condominium Management Services Act, 2015 ("CMSA")

The Manager acknowledge that the Manager and its on-site staff are familiar with and shall comply with the provisions of the CMSA and all regulations made thereunder.

XVIII. NOTICE

Any notice required to be given by either party to the other shall be sufficiently given if delivered by email at the email address provided by the party from time to time or mailed by prepaid registered post addressed to the Corporation, c/o the President at his/her address from time to time, and to the Manager, c/o the President at 111 Gordon Baker Road, Suite 700, North York, Ontario M2H 3R1 and any such notice shall be conclusively deemed to have been given and received at the time of email delivery or personal delivery by one party to an Officer or Director of the other or in the case of the Manager to any person at the Manager's address, or in the event of service by mail, on the fifth (5th) working day after the day of such mailing, provided that if normal mail service is disrupted by reason of strikes, walkouts, slowdowns or other irregularities then so long as such disruptions exist, any notice required or permitted to be given hereunder shall be delivered personally or otherwise shall be deemed to be ineffective for all purposes hereof. Either party may by notice in writing to the other designate another address to which notices mailed more than ten (10) days after the giving of such notice of change of address shall be addressed.

XIX. PARTIAL INVALIDITY

If any portion of this Agreement shall be for any reason declared invalid or unenforceable, the validity of any of the remaining portions of this Agreement shall not be thereby affected, and such remaining portions shall remain in full force and effect as if this Agreement had been executed with such invalid portion eliminated, and it is hereby declared the intention of the parties hereto that they would have executed the remaining portion of this Agreement without including therein any such portions thereof that might be declared invalid.

XX. SUCCESSORS AND PERMITTED ASSIGNS

This Agreement shall ensure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto, provided always that this Agreement may only be assigned by the Manager with the express written consent of the Corporation. Such consent shall not be unreasonably withheld.

XXI. GENDER AND NUMBER

Where applicable, or where required by the context, all references herein in the singular shall be construed to include the plural and references to masculine shall be construed to include the feminine and neuter genders.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals, attested by the hands of their respective Officers duly authorized in that behalf, this day of , 202.

TORONTO STANDARD CONDOMINIUM CORPORATION NO.

Per: _____

Per: _____

We have the authority to bind the Corporation

CROSSBRIDGE CONDOMINIUM SERVICES LTD.

Per: _____

Per: _____

We have the authority to bind the Corporatio

RESOLUTION BY THE BOARD OF DIRECTORS
TORONTO STANDARD CONDOMINIUM CORPORATION NO.
PASSED AT A MEETING HELD ON _____, 202

BE IT RESOLVED THAT:

From time to time and until otherwise instructed by this Corporation, Crossbridge Condominium Services Ltd., shall be and is hereby authorized to execute under the seal of the Corporation the following instruments in accordance with the applicable By-law of the Corporation:

- (a) Status Certificates pursuant to Subsection 1 of Section 76 of *The Condominium Act, 1998*, S.O. 1998, Chapter 26 as amended (the "Act").

BE IT RESOLVED THAT:

In order for the Corporation to meet its obligations under Ontario Regulation 48/01 subsections 13.3 to 13.10 which is to provide a timely response to Requests for Records from owners/mortgagees ("Requesters") or to Agents for Requesters, Crossbridge Condominium Services Ltd. is hereby authorized to respond to requests for records as the agent of this Corporation.

DATED at _____, Ontario this _____ day of _____, 202

TORONTO STANDARD CONDOMINIUM CORPORATION NO.

Per: _____

Per: _____

We have the authority to bind the Corporation

SCHEDULE X
Proposed Insurance Trust Agreement

INSURANCE TRUST AGREEMENT

THIS AGREEMENT made the day of , 20

BETWEEN:

TORONTO STANDARD CONDOMINIUM CORPORATION NO. *, a corporation created under the laws of the Province of Ontario pursuant to the Condominium Act, 1998, S.O. 1998, Chapter 19, and amendments thereto (hereinafter referred to as the "Act"),

(hereinafter called the "Settlor")

OF THE FIRST PART;

- and-

(hereinafter called the "Trustee")

OF THE SECOND PART.

WHEREAS the declaration creating the Settlor arid registered pursuant to the Act ("Declaration") provides that the Board of Directors of the Settler ("Board") on behalf of the Settlor shall enter into an agreement with an insurance trustee, which agreement shall, without limiting its generality, provide for the receipt by the insurance trustee of any proceeds of insurance payable to the Settlor, the holding by the insurance trustee of such proceeds in trust for the persons entitled thereto and the disbursement by the insurance trustee of such proceeds in accordance with the provisions of the insurance trust agreement;

AND WHEREAS the parties hereto are desirous of entering into this Agreement for the purposes set forth in the Declaration, on the terms and conditions herein;

AND WHEREAS all necessary resolutions have been passed by the Board and all other proceedings taken and conditions complied with to authorize the execution and delivery by the Settlor of this Agreement;

AND WHEREAS the Settler has obtained certain policies of insurance set forth in Schedule "A" annexed hereto;

NOW THEREFORE this Agreement witnesseth that in consideration of the mutual covenants hereinafter contained, the parties hereto hereinafter covenant and agree to and with each other as follows:

ARTICLE 1.00 – DEFINITIONS

1.1 Words and expressions used herein which are used or defined in the Act, or in the regulations made under the Act have the same meaning herein as they have therein unless otherwise defined herein or unless the context otherwise requires.

ARTICLE 2.00 - APPOINTMENT OF TRUSTEE

2.1 The Settlor hereby appoints the Trustee to act as insurance trustee pursuant to the provisions of the Declaration and By-laws of the Settlor, copies of which are submitted herewith to the Trustee.

ARTICLE 3.00 -ACCEPTANCE OF APPOINTMENT

3.1 The Trustee. hereby accepts such appointment as insurance trustee and hereby agrees with the Settlor to carry out and perform its duties hereunder in a faithful, diligent and honest manner,

ARTICLE 4.00 - ACKNOWLEDGEMENT BY TRUSTEE

4.1 The Trustee hereby acknowledges that it is familiar with the provisions of the Act and of the Declaration hereinbefore referred to and acknowledges having received a copy of the Declaration.

ARTICLE 5.00 - PAYMENT BY TRUSTEE

5.1 All insurance proceeds received by the Trustee shall be held by it in trust and paid in accordance with the following terms and conditions:

In the event of:

- (a) damage to the buildings and structures, if the Trustee receives a certificate duly executed by the President or Vice-President and the Secretary of the Settlor certifying:
 - (i) that the Board has determined that the buildings and structures have not sustained substantial damage within the meaning of the Act; or
 - (ii) that the Board has determined that of the buildings and structures have sustained substantial damage within the meaning of the Act, and that; (A) owners who own at least eighty per cent (80%) of the units have not voted to terminate pursuant to the provisions of the Act; and (B) the time for the exercise of the termination rights by the owners of the units has expired; or
- (b) damage to the property or other assets of the Settlor, excluding the buildings and units,

the Trustee shall disburse the proceeds of all insurance in its hands and arising out of such damage towards the cost of repairing such damage, from time to time, as the repairs of such damage progress, upon the written request of the Settlor accompanied by the following:

- (i) a certificate signed by the President or Vice-President and the Secretary of the Settlor dated not more than thirty (30) days prior to such request and countersigned by the architect or engineer, if any, employed by the Settlor in connection with such repairs, setting forth the following:
 - (a) that the sum then requested either has been paid by the Settlor or is justly due to contractors, architects or other persons who have rendered services or furnished materials for repairs therein specified, the names and addresses of such persons, a brief description of such services and materials, the several amounts so paid or due to each of said persons in respect thereto;
 - (b) that no part of such expenditures has been or is being made the basis of any previous or then pending request for the payment of insurance proceeds then held by the Trustee, or has theretofore been paid out of such insurance proceeds;
 - (c) that the sum then requested, when added to all sums previously paid by the Trustee, does not exceed the value of the services and materials described in such certificate;
 - (d) that except for the amount, if any, stated in such certificate to be due for services or materials, there is no outstanding indebtedness known to the Board, after due enquiry, which is then due for labour, wages, materials, supplies or services in connection with such repairs, which, if unpaid, might become the basis of a lien pursuant to the Construction Act by reason of such repair to the buildings or any part thereof; and
 - (e) specifying the person(s) to whom the payment requested is to be made and the amount to be paid to each such person(s).
- (ii) an opinion of the solicitor acting for the Settler, or other evidence reasonably satisfactory to the Trustee to the effect that there has not been filed with respect to the buildings or the property, or any part thereof, any Construction Lien which has not been discharged except such as will be discharged by payment of the amount then requested.

Any balance of proceeds of insurance remaining in the Trustee's hands after payment in full of the cost of the repairs as aforesaid, shall be paid over by the Trustee to the Settler.

- 5.2 The Trustee shall not be under any duty to enquire as to the correctness of any amounts received by it on account of the proceeds of any insurance, nor shall the Trustee be under any obligation to enforce the payment of proceeds to It.
- 5.3 In the event of damage to the buildings and structures, if the Trustee receives a certificate duly executed by the President or Vice-President and the Secretary of the Settler, certifying that the Board has determined that the buildings and structures have sustained substantial damage within the meaning of the Act and that owners who own at least eighty per cent (80 %) of the units have voted for termination pursuant to and in compliance with the provisions of the Act, that there is termination in accordance with the provisions of the Act, or otherwise, and notice of such termination has been registered in the Office of Land Titles in which the condominium is registered, the Trustee shall disburse any insurance proceeds then in its hands or thereafter received by it in the following order of priority:
- (a) to any mortgagee or mortgagees to whom such loss shall be payable in any such policy or policies of insurance or who have a mortgage or charge registered in the said Office of Land Titles with respect to the unit of an owner, in satisfaction of the amount due pursuant to any liens registered by the Settler against any such units and in satisfaction of any other registered interests In the unit in order of their respective legal priorities;
 - (b) to the owners of the units in the proportion of their respective common interests as set out in the Declaration as registered in the said Office of Land Titles. and the names of the unit owners as registered in the, said Office of Land Titles shall be conclusive as to the names of the unit owners and their respective common interests.

The Settler shall cause a search to be conducted in the records of the said Office of Land Titles by a duly qualified solicitor retained by the Settlor, and the, Trustee shall be entitled to rely, without further enquiry, upon the accuracy and completeness of the report of the said solicitor provided only that it is addressed to the Settler, is dated within ten (10) days prior to the disbursement of funds, that it specifies the priority of the interests of the various parties in each unit and it specifies the names of the unit owners and their respective common interests.

- 5.4 In the event that the proceeds of insurance deposited with the Trustee are less than fifteen percent (15%) of the replacement cost of the property covered by the policy pursuant to which the proceeds of insurance were paid to the Trustee, all such proceeds shall be paid to the Settler forthwith, notwithstanding anything herein contained to the contrary, and the Settler covenants to apply such proceeds in compliance with its obligations pursuant to the Act and the Declaration and to indemnify the Trustee in respect of all liabilities or obligations in respect of such proceeds. The Trustee shall be entitled to rely, without independent enquiry, upon the certificate of an architect as to whether the proceeds of insurance deposited with the Trustee are less than fifteen percent (15%) of the replacement cost of the property covered by the policy pursuant to which the insurance proceeds were paid to the Trustee and shall be entitled to retain an independent architect at the expense of the Settler for the purpose of providing such a certificate.
- 5.5 Subject to the terms of this Agreement, in the event that the Trustee is in receipt of proceeds of insurance from or in respect of any liability policy to which this Agreement is applicable, the Trustee shall disburse such proceeds only upon receipt of and in accordance with the written directions of the Settler executed on its behalf by its President or Vice-President and Secretary.

ARTICLE 6.00 • NOTICE IN THE EVENT OF CANCELLATION OF INSURANCE

- 6.1 The Settler and all mortgagees having an interest in the units as shown on the Settler's records with respect to any unit shall be promptly notified of any notice of cancellation received by the Trustee. The Trustee shall not have any liability to the Settler or any other party in the event of its inadvertent failure to provide notice in accordance with the foregoing. The Trustee shall be entitled to rely in any event on the accuracy and completeness of the Settler's records without independent inquiry.
- 6.2 The Trustee shall not be under any obligation to inquire whether any insurance policy remains in force, it being the express understanding of the parties that it shall be the sole

responsibility of the Settler to obtain all required insurance policies and to ensure that same remain in force at all times.

ARTICLE 7.00 - LIABILITY AND INDEMNIFICATION OF TRUSTEE

- 7.1 The Trustee shall have no duties, express or implied, except those which are expressly set forth in this Agreement and shall in no way be responsible or liable for any loss, cost or damages which may result from anything done or omitted to be done by such Trustee hereunder, except in the case of negligence or bad faith. The Trustee shall be protected in acting upon any certificate, statement, request, consent, agreement or other instrument whatsoever, not only as to its due execution and validity in its effectiveness or its provisions, but also as to the truth and accuracy of any information therein contained, which it shall, in good faith, believe to be genuine, and to have been signed and presented by the proper person or persons. The Trustee shall also be protected and indemnified in acting in good faith upon any advice or legal opinion it may seek from an independent solicitor with respect to its duties, obligations and rights hereunder. The Trustee shall also be indemnified for the reasonable legal fees and disbursements of such a solicitor. Further, the Trustee shall have no responsibility with respect to any cheques deposited with it hereunder except the usual responsibilities with respect to the application of any funds paid by it pursuant to the provisions of this Agreement.
- 7.2 The Settler shall reimburse the Trustee for all expenses incurred by it in connection with its duties under this Agreement and shall indemnify it and save it harmless; against any and all liabilities, costs and expenses including legal fees, for anything done or omitted to be done by it in the performance of this Agreement, except as a result of negligence or bad faith.
- 7.3 The Trustee may become mortgagee of any or all units together with such other interests as may be attached to the ownership of such units and may enforce the covenants in the mortgage relating thereto, notwithstanding that the enforcement may be in conflict with the Trustee's duties hereunder.

ARTICLE 8.00 - TERMINATION OF AGREEMENT

- 8.1 At any time hereafter, the Settler shall have the sole and unrestricted right to terminate this Agreement by not less than sixty (60) days prior written notice to the Trustee. Following such termination, upon payment to the Trustee of all fees and charges due to the Trustee hereunder, the Trustee shall turn over all sums deposited with it, remaining in its hands, to any successor Trustee appointed by the Board and of which the Trustee has been given written notice, failing which it shall turn over all such sums to the Settler and thereupon its obligations hereunder shall cease.
- 8.2 The Trustee may, at any time, resign from its duties hereunder by giving to the Settler and to all mortgagees having an interest in any of the units pursuant to a mortgage as shown on the Settler's records not less than sixty (60) days' notice in writing thereof and its obligations hereunder, except for the payment of any sums remaining in its hands to a successor trustee, as hereinafter provided, shall cease. Following such resignation, the Settler shall pay to the Trustee all fees and charges due to it hereunder. The Trustee herein shall turn over all sums deposited with it, remaining in its hands, to any successor Trustee appointed by the Board and of which the Trustee has been given written notice, failing which it shall turn over all such sums to the Settler all subject to the Trustee's rights pursuant to section 11.2 hereof, and thereupon its' obligations hereunder shall cease.

ARTICLE 9.00 - MODIFICATION OR AMENDMENT OF AGREEMENT AND RIGHTS OF THIRD PARTIES

- 9.1 This Agreement shall not be modified or amended without the written consent of the parties hereto and any mortgagees having registered mortgages against at least ten per cent (10 %) of the Units.
- 9.2 Upon being advised of damage to the buildings in excess of the amount set out in section 5.4 hereof, or upon receipt of any moneys in excess of the said amount, in accordance with the terms of this Agreement, the Trustee shall notify all mortgagees having a mortgage or charge as shown on the Settlers' records where the amount received is less than \$100,000.00 and shall notify all mortgagees having a mortgage or charge registered in the aforesaid Office of Land Titles against any unit where the amount received is \$100,000.00 or more. For the purposes of giving notice in the latter event, the Settler shall cause a search to be conducted in the records of the said Office of Land Titles by a duly

qualified solicitor retained by the Settler, and the Trustee shall be entitled to rely, without further enquiry, upon the accuracy and completeness of the report of the said solicitor provided only that it is addressed to the Settler, is dated within ten (10) days prior to the disbursement of funds and that it specifies the priority of the interests of the various parties in each unit.

- 9.3 Certain provisions of this Agreement are for the benefit of the mortgagees of the units and all such provisions are covenants for the benefit of any mortgagee having an interest registered in the said Office of Land Titles against any of the units or any part of the insured property and may be enforced by such mortgagee.

ARTICLE 10.00 - ADDRESS FOR SERVICE

- 10.1 Any certificate, declaration or notice in writing given to the Settler, pursuant to this Agreement, shall be sufficiently given if delivered or mailed by prepaid registered post to the Settler at its last known address and at:

XXXXX

or such other address as the Settler may advise in writing from time to time.

Any certificate, declaration or notice in writing given to the Trustee pursuant to this Agreement shall be sufficiently given if delivered or mailed by prepaid registered post to the Trustee at its last known address and at:

XXXXX

or such other address as the Trustee may advise in writing from time to time.

Such certificate, declaration and notice in writing shall have been deemed to have been received on the date of delivery or third clear business day next following the date of such mailing. Each of the parties shall be entitled to rely without further inquiry on the address determined in accordance with the foregoing as being the most current and correct address of the party to whom such certificate, declaration or notice is to be given.

Each party further covenants to notify the other, in the manner provided for in this Article 10.00 of any change in its address for service.

ARTICLE 11.00 - REMUNERATION OF TRUSTEE

- 11.1 The Settlor shall pay the Trustee's fees and charges as set out in Schedule "B" attached hereto which fees and charges may be changed from time to time by written notice from the Trustee to the Settler at any time. In the event that the Settler does not agree with any change in fees or charges made by the Trustee, it shall be entitled to terminate the within agreement pursuant to Article 8.00 hereof within sixty (60) days after receipt of the notice of change to fees or charges in which event the change shall not apply and the within agreement shall be terminated in accordance with Article 8.00 hereof. In the event that no notice of termination is delivered pursuant to Article 8.00 within the sixty (60) day period, the fees and charges of the Trustee shall be .as set out in its notice to the Settlor until further changed.
- 11.2 The Trustee may deduct all amounts owing to it hereunder from any proceeds of insurance received by it.
- 11.3 In addition to any other rights which the Trustee may have, in the event that any fees, charges, reimbursement of expenses or other amounts due hereunder to the Trustee are not paid when due, the Trustee shall be entitled to enforce payment of same by legal process and all fees, disbursements, expenses or other costs incurred by the Trustee in collecting same (including all legal fees and disbursements on a solicitor and his own client scale) shall be payable by the Settlor to the Trustee.

ARTICLE 12.00 - ADDITIONAL COVENANTS OF SETTLOR

- 12.1 Upon request, the Settler shall deliver to the Trustee complete and accurate copies of:
- (a) all insurance policies, renewals thereof, amendments or endorsements thereto or replacements thereof;
 - (b) the Settler's records of unit owners and mortgagees; and

(c) copies of the Settler's then current Declaration and By-Laws.

The Trustee shall be entitled to rely, without further enquiry upon the accuracy and completeness of such material.

- 12.2 The Settler covenants to deliver to the Trustee any amendments to the Settler's Declaration or By-Laws or any additional By-Laws it may enact.
- 12.3 The Settlor covenants to ensure that losses are payable to the Trustee as insurance trustee under all policies of insurance governed by this Agreement.
- 12.4 The Settler specifically acknowledges and agrees that the Trustee shall have no liability or obligation to the Settler or any other party except as is expressly provided for herein and that there are no provisions or obligations between the parties relating to matters governed hereunder, whether oral or written, express or implied except as are expressly set forth herein in writing. The Settler covenants to indemnify and save the Trustee harmless from and against all claims, demands, liabilities, actions, suits, costs or obligations of any kind or nature whatsoever arising out of or related to the terms of this Agreement unless same results from the negligence or wilful act of the Trustee or a breach by the Trustee of the terms hereof.

ARTICLE 13.00 - ASSIGNMENT OF AGREEMENT

- 13.1 Neither this Agreement nor any rights or obligations hereunder shall be assignable by either party hereto without the prior written consent of the other party. Any attempted assignment without such consent shall be void. Subject thereto, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors .and permitted assigns.
- 13.2 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario. The parties hereto hereby irrevocably attorn to the jurisdiction of the courts of the Province of Ontario for all purposes hereunder.
- 13.3 Words importing the singular include the plural and vice versa, and words importing gender include all genders.
- 13.4 The headings contained in this Agreement are included solely for convenience of reference, are not intended to be full or accurate descriptions of the contents thereof and shall not be considered part of this Agreement or affect the construction or interpretation thereof.

IN WITNESS WHEREOF the parties hereto have executed this Agreement under the seals of their proper signing officers duly authorized in that behalf as of the• day of*, 202*.

TORONTO STANDARD CONDOMINIUM CORPORATION NO.*

Per: _____
[Authorized Signing Officer]

XXXXX

Per: _____
[Authorized Signing Officer]

SCHEDULE XI
Summary of the First Year Operating
Budget

KAZMIR

**BUDGET STATEMENT FOR THE FIRST YEAR
OF OPERATIONS**

May 14, 2021

KAZMIR CONDOS

**BUDGET STATEMENT FOR THE COMMON EXPENSES FOR THE YEAR
FOLLOWING REGISTRATION OF THE DECLARATION AND DESCRIPTION OF THE
KAZMIR CONDOMINIUM CORPORATION
880 - 890 THE QUEENSWAY,
TORONTO, ONTARIO**

I <u>REVENUE</u>		
Common Charges	591,245	
Interest Income	<u>855</u>	
TOTAL REVENUE		592,100
II <u>OPERATING EXPENDITURES</u>		
A. <u>UTILITIES</u>		
Hydro	77,000	
Water	52,000	
Less In-Suite Consumption Recovery	<i>(38,000)</i>	
Gas	<u>25,000</u>	
TOTAL UTILITIES		116,000
B. <u>REPAIRS AND MAINTENANCE</u>		
Windows	500	
Electrical	1,000	
Plumbing	1,500	
Painting / Common Element Maintenance	2,000	
Garage Door	2,000	
Carpets	3,000	
Locks and Doors	500	
Fire Safety	1,500	
Security Access Equipment	1,000	
Mechanical	1,500	
Amenities and Recreation Expense	3,000	
Miscellaneous	<u>1,800</u>	
TOTAL REPAIRS AND MAINTENANCE		19,300
C. <u>SERVICE CONTRACTS</u>		
Pest Control	1,200	
Window Cleaning	5,000	
Garage Power Washing	4,000	
Elevators	15,000	
Property Management	70,000	
Telephone	3,000	
Contract Cleaning	70,000	
Waste Removal	6,000	
In-Suite HVAC Maintenance	6,100	
HVAC Preventative Maintenance	<u>15,000</u>	
TOTAL CONTRACTS		195,300
D. <u>SUPPLIES</u>		
Lighting Supplies	1,500	
Cleaning Supplies	3,000	
Maintenance Supplies	1,000	
Small Tools / Equipment	500	
Miscellaneous	<u>1,000</u>	
TOTAL SUPPLIES		7,000
E. <u>INSURANCE</u>		
		26,000

F.	<u>GENERAL AND ADMINISTRATIVE</u>		
	General Meetings	3,800	
	Office Supplies / Equipment	3,700	
	Duplicating	1,000	
	Bank Charges	789	
	Legal Fees	857	
	Audit Fees	5,800	
	Condominium Administrative Fee (CAO)	<u>1,236</u>	
	TOTAL GENERAL AND ADMINISTRATIVE		17,182
G.	PERFORMANCE AUDIT		17,000
	<i>Less Declarant Contribution</i>		<i>(17,000)</i>
	TOTAL PERFORMANCE AUDIT		0
H.	<u>SHARED FACILITIES AGREEMENT & COST SHARING OF OPERATING EXPENSES WITH THE COMMERCIAL OWNER (See Schedule I)</u>		61,470
	TOTAL OPERATING EXPENDITURES		442,252
I.	<u>CONTRIBUTION TO RESERVE FUND</u>		
	Reserve Fund Provision	59,000	
	Reserve Fund Study Provision	<u>6,000</u>	
	TOTAL RESERVE FUND CONTRIBUTION		65,000
J.	HIGH SPEED BULK INTERNET		84,848
	TOTAL EXPENDITURES		\$592,100

KAZMIR CONDOS

BUDGET NOTES

I INDIVIDUAL UNIT ASSESSMENT

The monthly common expense for each unit is determined by dividing each of; (i) the total budgeted High Speed Bulk Internet charges attributed to the Property (\$84,848.31), (ii) the total of all Other budgeted common expense charges attributed to the Property (\$506,397.00) by twelve (12) to determine the monthly assessment. The High Speed Bulk Internet amount is then multiplied by the unit's percentage contribution to the Bulk Internet, as shown in Schedule "D" of the proposed Declaration attributed to the Bulk Internet charges. The monthly Access and Environment Control System amount is then multiplied by the unit's percentage contribution to the Access and Environment Control System, as shown in Schedule "D" of the proposed Declaration attributed to the Access and Environment Control System charges. The monthly amount of all other budgeted expenses is then multiplied by each unit's percentage contribution to the common expenses, as shown in Schedule "D" of the proposed Declaration attributed to all other budgeted expenses. The sum of all three (3) amounts are added together to find the total monthly individual common charge.

1. **Total Monthly Common Expenses**

\$591,245 ÷ 12 = \$49,270.42

2. **Monthly Individual Common Expenses**

The individual unit monthly common charge for High Speed Bulk Internet is determined by multiplying the total monthly charge for High Speed Bulk Internet (\$7,070.69) by the percentage contribution to High Speed Bulk Internet for each unit in Schedule "D" of the proposed Declaration attributable to the High Speed Bulk Internet charges. The individual unit monthly common expense for all Other budgeted expenses is determined by multiplying the total of all Other monthly budgeted expenses (\$42,199.75) by the percentage contribution to common expense for each unit in Schedule "D" of the proposed declaration attributed to the Other Budgeted expenses. A schedule of monthly common charges for the High Speed Bulk Internet and a schedule of monthly common expenses for each residential unit, parking and storage unit is attached to this budget statement. Parking and storage spaces are treated as individual units. The monthly assessment payable by any owner is equal to the combined sum of the monthly common charge assigned to each residential unit for Bulk Internet plus the monthly common expense assigned to each residential unit, each parking and/or storage unit purchased or assigned on the attached Schedule of Monthly Common Expenses.

II OPERATING EXPENSES (\$442,252)

A. UTILITIES (\$116,000)

1. **Hydro (77,000)**

The budget is based on comparable property requirements and the current rates from Toronto Hydro of 10.3 cents per kilowatt hour and administrative/distribution charges have been escalated by 6% and compounded annually. The budget includes electricity for the common areas only. Each residential unit will be separately metered or check metered and the cost of electricity to the residential units will be the responsibility of the respective unit owner and will not form part of the common expenses. Should the rates for hydro at time of registration be greater than 12.2 cents per kilowatt hour or the administrative/distribution charges have increased from current charges, then the budget will be adjusted accordingly to reflect the rates at the time of registration.

2. **Water (\$52,000)**

The budget is based on comparable property requirements and the current rates from The City of Toronto of \$4.074 per cubic meter and have been escalated by 4% and compounded annually. The budget includes water and sewage charges for the common areas only. Each residential unit will be separately metered or check metered and the cost of hot and cold water and wastewater to the residential units will be the responsibility of the respective unit owner and will not form part of the common expenses. Should the rates for water at time of registration be greater than \$4.766 per cubic meter, then the budget will be adjusted accordingly to reflect the rates at the time of registration.

3. **Less In-Suite Water Consumption Recovery (-\$38,000)**

It is currently anticipated that consumption of hot and cold water and waste water within the residential units will be read by a third party company, in order to apportion and bill attributable costs amongst the owners and the Corporation (for water usage in common areas) based on a sub-meter reading. The total cost of each residential unit's water and wastewater consumption will be invoiced back to each unit based on their individual sub-meter or check meter reading and will be payable by the unit owners in addition to their common expense payments. In the event that this Recovery System Process, is not allowed or unable to be implemented, then it would result in an increase in common expenses by an average of approximately \$30.74 per residential unit per month, and this amount would form part of the common expenses in the future. Please refer to the Disclosure Statement for further details.

4. **Gas (\$25,000)**

The budget is based on comparable property requirements and the current rates from Enbridge Gas of 13.630 cents per cubic meter and administrative/distribution charges have been escalated by 4% and compounded annually. The budget includes natural gas costs for heating the common areas, domestic hot water; and roof top fresh air corridor circulation, on a bulk billing basis. Should the rates for gas at time of registration be greater than 15.78 cents per cubic meter or administrative/distribution charges have increased from current rates, then the budget will be adjusted accordingly to reflect the rates at the time of registration. Please refer to the Disclosure Statement for further details.

B. **REPAIRS AND MAINTENANCE (\$19,300)**

This grouping of accounts pays for repairs and maintenance to the common elements of the Condominium Corporation as required by outside contractors.

1. **Windows (\$500)**

This account pays for costs associated with any repairs to windows of the common elements and units that are not covered by the Condominium Corporation's policies of insurance nor the warranties on windows.

2. **Electrical (\$1,000)**

Miscellaneous electrical repairs and maintenance to electrical systems and the cost of any infra-red scanning of transformers, bus ducts or electrical panels as part of a planned preventative maintenance program.

3. **Plumbing (\$1,500)**

Repairs by outside trades to domestic hot water or plumbing systems in the building and cleaning of drains that may be required. Provision for annual PRV maintenance and backflow testing has also been accounted for.

4. **Painting / Common Element Maintenance (\$2,000)**

Painting and drywall repairs and maintenance to the common areas of the building including repairs after damage not covered by policies of insurance.

5. **Garage Door / Gate Arm (\$2,000)**

The estimated cost to maintain the garage door and operator during the year as well as the gate arm separating visitor parking from resident parking.

6. **Carpets (\$3,000)**

Costs associated with one full professional cleaning of carpets, elevator mats, entrance mats and miscellaneous spot cleaning and repairs as may be required. Provision for leasing winter matts has also been accounted for.

7. **Locks and Doors (\$500)**

Repairs to locks, door closures, door frames and access systems and any re-keying of doors that may be required.

8. **Fire Safety (\$1,500)**

This account is for the repairs and maintenance of all fire related and life safety systems and equipment specifically servicing the Condominium.

9. **Security Access Equipment** **(\$1,000)**

This account represents a provision for the repairs and maintenance of the CCTV equipment and other security equipment. Also included is a cost to provide access devices required by owners for building access.

10. **Mechanical** **(\$1,500)**

This account is for the miscellaneous repairs to the mechanical systems not covered by any contract.

11. **Amenities and Recreation** **(\$3,000)**

The estimated cost associated with maintaining, repairing and servicing the amenities , exterior landscape roof top planters and facilities as more particularly described in the Disclosure Statement.

12. **Miscellaneous** **(\$1,800)**

Miscellaneous repairs to other mechanical systems and common elements including such items as intercom system, brickwork, and other items not described in this grouping of expenses.

C. **SERVICE CONTRACTS** **(\$195,300)**

1. **Pest Control** **(\$1,200)**

Costs for the monthly servicing of the common areas and for servicing units on an as required basis.

2. **Window Washing** **(\$5,000)**

Estimated costs for the cleaning of all windows not accessible by staff or residents at a frequency of once per year. Included as well is the cost of the annual roof anchor inspection.

3. **Garage Power Washing** **(\$4,000)**

Estimated cost for annual cleaning of garage at a frequency of once per year.

4. **Elevators** **(\$15,000)**

Annual costs associated with the repair and maintenance of the residential elevators in accordance with government requirements. The elevator maintenance contract will be a full service and parts agreement with the original installer of the elevators. Provisions have also been made for licenses and government inspections.

5. **Property Management** **(\$70,000)**

The Declarant proposes to enter into a Management Agreement with Crossbridge Condominium Services Ltd. to perform property management services. A copy of the draft agreement is included with the Disclosure Statement.

6. **Telephone** **(\$3,000)**

Costs associated with the telephones in the management office, the concierge desk and elevators.

7. **Contract Cleaning** **(\$70,000)**

To supply contract cleaners on the basis of 56 hours per week, 52 weeks per year and at a maximum blended rate of \$24.04 per hour including HST.

8. **Waste Removal** **(\$6,000)**

The estimated cost to remove waste and other recyclables either using a private contractor or the City of Toronto.

9. **In-suite HVAC Maintenance** **(\$6,100)**

The estimated contract cost for once a year to maintain the in suite heating / cooling units, including filter change as required (notwithstanding that the cost to repair and maintain the heating / cooling unit is the responsibility of each owner).

10. **HVAC Preventative Maintenance (\$15,000)**

The estimated cost for a maintenance and inspection contract with an independent service company for the regular servicing of mechanical systems in the building including the boilers, pumps, motors, fans and other equipment excluding in-suite heat pump units. Included is the cost of water treatment related to the air conditioning and heating systems.

D. **SUPPLIES (\$7,000)**

This category includes the estimated costs for cleaning supplies, lighting supplies, small tools and equipment and maintenance supplies used by building staff.

E. **INSURANCE (\$26,000)**

The allocation in this category is for the cost of the insurance premium to meet the requirements of the Condominium Corporation. Included is all risks replacement cost property coverage, comprehensive public liability, boiler and machinery coverage, and Directors and Officers liability coverage. Also included is the cost of deductibles for claims and an insurance appraisal.

F. **GENERAL AND ADMINISTRATIVE (\$17,182)**

1. **General Meetings (\$3,800)**

The estimated cost of holding the Turnover or Special General Meeting of the Corporation virtually during the first year as well as costs of a recording secretary at monthly board meetings.

2. **Office Supplies / Equipment (\$3,700)**

The budget provides for any office expenses directly related to the operation of the Condominium Corporation.

3. **Duplicating (\$1,000)**

This is the estimated cost of the duplication of newsletters, other notices, forms used by the condominium Corporation and duplication and distribution of Minutes, Auditor's Reports and other Corporation documents that may be sent from time to time to the unit owners.

4. **Bank Charges (\$789)**

The budget provides for bank charges related to the Corporation bank account for deposits and pre-authorized funds transfers.

5. **Legal Fees (\$857)**

Provision has been made for the appointment of legal counsel for the Condominium Corporation at the discretion of the Board of Directors.

6. **Audit Fees (\$5,800)**

Section 43 (7) of the Condominium Act requires an audit sixty (60) days after the turnover meeting and Section 67 requires an audit at year end. The provision is the estimated cost to complete both the audits during the year.

7. **Condominium Administrative Fee (CAO) (\$1,236)**

Estimated annual fees associated with the creation of the new Condominium Authority of Ontario Office. This organization is an Administrative Authority which will provide condominium owners with the tools and information that owners may need to understand condominium ownership, Board of Director training and use of the dispute resolution services.

G. **PERFORMANCE AUDIT (\$0)**

Performance Audit (\$17,000)

The cost of the engineering study, to be conducted by the Board of Directors, to examine the common element areas and to file the report with TARION during the first year. This is a one-time expense.

The Condominium shall arrange with an independent engineering consultant to prepare a Performance Audit within one (1) year immediately following registration of the Declaration and the Description. The Performance Audit shall be conducted by professional consulting engineers who shall make a thorough examination of the buildings and assess the as-constructed condition of the various systems and components of the building in order to provide the Condominium with a report on the building which will assist the Condominium in assessing repair and maintenance requirements and in preserving any rights which the Corporation may have under the Ontario New home Warranties Plan Act.

The Condominium is not restricted in its selection of consulting engineers or the Performance Audit being prepared as set out herein. In the event that the Corporation retains a consulting engineer to undertake the Performance Audit, at a higher cost than is reasonably established in the budget, then the Declarant shall only be responsible for the established price, pursuant to Section 75 of the Act, and any expenditures in excess of this stated amount shall be the sole responsibility of the Condominium.

Less Declarant Contribution (-\$17,000)

The initial cost of the Performance Audit amount will be paid by the Declarant. The Declarant will pay the specific amount up to a maximum of \$17,000 including HST upon the presentation of a valid invoice approved by the Condominium Corporation.

H.	<u>SHARED FACILITIES AGREEMENT & COST SHARING OF OPERATING EXPENSES WITH THE COMMERCIAL OWNER(S) (SEE SCHEDULE I)</u>	\$61,470
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I. CONTRIBUTION TO RESERVE FUND (\$65,000)

1. Reserve Fund Provision (\$59,000)

Section 93 (2) of the Condominium Act defines the Reserve Fund, as a fund set up by the Condominium corporation in a special account for the major repair and replacement of common elements and assets of the Condominium corporation. It is anticipated that one-twelfth of the annual contribution to the Reserve Fund will be made on a monthly basis. At the time of the preparation of this budget, a detailed Reserve Fund Study had not been prepared. **The provision is calculated at 15% of the estimated operating expenses exclusive of Bulk Internet.** The only Reserve Expense anticipated in the first year relates to the preparation of the Reserve Fund Study.

2. Reserve Fund Study Provision (\$6,000)

In accordance with the *Condominium Act*, the Condominium Corporation will retain the services of an independent consultant to prepare a reserve fund study, which will establish the level of funding necessary to maintain an adequate reserve for future major repair and replacement of the common elements. Pursuant to the provisions of the Condominium Act, Section 94 (7), this expense will be charged to the Reserve Fund.

J. HIGH SPEED BULK INTERNET (\$84,848)

A provision has been made for the Corporation to enter into an agreement with Rogers to provide unlimited data and modem with 1 GBPS download and upload bulk High Speed Internet service and 1 VALET to each of the Residential Units. The cost of the bulk internet service is based on an initial price of \$60.75 per unit per month, plus HST and is a fixed 7 year rate. The High Speed Bulk Internet and 1 VALET service package, will be funded out of the common expenses in accordance with the percentages outlined in Schedule D to the Declaration relating specifically to the bulk internet service. Please refer to the Disclosure Statement for further details.

SCHEDULE I

KAZMIR CONDOMINIUM AND THE COMMERCIAL OWNER(S)

The following budget and notes describe the expenses that the Kazmir Condos will share with the Commercial Owner(s), as contemplated and more particularly described in The Disclosure Statement. These expenses relate to the shared costs in maintaining the Shared Facilities including landscaping, snow removal, utilities, general maintenance of sidewalks , mechanical equipment, shared servicing systems including fire protection and life safety equipment, shared loading bay area and any associated facilities and equipment located at grade level.

The Cost Sharing Agreement will establish the allocation of costs which shall be apportioned by the Declarant on an equitable basis as more particularly described in the Cost Sharing Agreement. Each of the Corporation and the Commercial Owner(s) will be responsible for its proportionate share of the cost of operating, maintaining, repairing and replacing the Shared Facilities as described in the Disclosure Statement either on the basis of relative use or consumption, and/or on the basis of the gross floor area in the Condominium and in the Commercial Space expressed as a percentage of the total gross floor area in the Condominium and the total gross floor area of the Commercial Space .

A) UTILITIES

Hydro	2,000
Water	1,000
Groundwater Discharge Fee	<u>7,000</u>
TOTAL UTILITIES	10,000

B) REPAIRS & MAINTENANCE

Electrical – Driveway & Loading Bay	1,000
Plumbing / Storm & Sanitary Maintenance	800
Loading Bay General Maintenance	1,000
Storm Water Retention Tank Maintenance	500
Locks and Doors	500
Sprinkler System/Life Safety Repairs/ Maintenance	500
Miscellaneous General Repairs	<u>1,500</u>
TOTAL REPAIRS & MAINTENANCE	5,800

C. SERVICE CONTRACTS

Landscaping & Snow Clearing	14,500
Cleaning/Maintenance Services	9,100
Emergency Generator	5,000
Life Safety/ CACF Annual Test	8,500
Property Management	<u>12,000</u>
TOTAL SERVICE CONTRACTS	49,100

D) SUPPLIES

Maintenance Supplies	<u>900</u>
TOTAL SUPPLIES	900

E) GENERAL AND ADMINISTRATION

Audit	1,500
Office Expenses / Telephone	<u>1,000</u>
TOTAL GENERAL AND ADMINISTRATION	2,500

<u>TOTAL SHARED FACILITIES AGREEMENT</u>	
<u>OPERATING EXPENSES ALLOCATED BETWEEN</u>	
<u>THE KAZMIR CONDOS AND THE COMMERCIAL OWNER(S)</u>	68,300

Allocation of Shared Facilities Agreement Shared Operating Costs

Allocated to The Kazmir Condos	\$61,470
Allocated to Commercial Owner(s)	<u>6,830</u>
	\$68,300

BUDGET NOTES TO SCHEDULE I

**SHARED FACILITIES AGREEMENT & COST SHARING OF OPERATING EXPENSES
BETWEEN THE KAZMIR CONDOS AND THE COMMERCIAL OWNER(S)**

A) UTILITIES (\$10,000)

1. Hydro (\$2,000)

The budget provides for the estimated cost of hydro used with respect to the shared fire pump servicing the project and lighting servicing the exterior parking facilities.

2. Water (\$1,000)

The budget provides for the estimated water used for the seasonal irrigation of the at grade landscaping and water used within the shared facilities .

3. Ground Water Discharge (\$7,000)

The City of Toronto as a condition of approval will impose certain ongoing requirements related to groundwater discharge into the City sewer systems. It is anticipated that the City of Toronto will impose a discharge water treatment fee for any water discharged into the city sewer system where the discharge originates from either a private or groundwater source within the Condominium lands. Although the rate of discharge is established by the City from time to time under Chapters 441 and 681 of the City of Toronto Municipal Code, the volume of discharge is affected by factors entirely outside the control of the Declarant. Please refer to Additional Statements of the Budget, point 13. In addition, the City of Toronto requires that on a yearly basis both a flow meter calibration certificate and a sampling analysis of the private water discharged into the city's sewer system be undertaken and submitted to the City of Toronto. Although a reasonable estimate of the discharge fee, calibration certification fee and sampling submission fee has been contemplated herein, the Declarant shall not be accountable for any budget shortfall arising from the imposition of the City discharge fee.

B) REPAIRS & MAINTENANCE (\$5,800)

1. Electrical – Driveway & Loading Bay (\$1,000)

Provision for any electrical repairs and maintenance to the lighting within the loading bay area, driveway and other shared facilities electrical components.

2. Plumbing / Storm & Sanitary Maintenance (\$800)

Repairs by outside trades to plumbing systems, drains, sump pumps, etc.

3. Loading Bay General Maintenance (\$1,000)

Provision for any maintenance to the shared loading bay facilities including any pest control or odour control services.

4. Storm Water Retention Tank Maintenance (\$500)

Estimated maintenance costs associated with maintaining the storm water tank.

5. Locks and Doors (\$500)

Repairs to locks, door closures and access systems that may be required on the ground floor which service the shared facilities.

6. Sprinkler System/Life Safety Repairs/ Maintenance (\$500)

Provision for the repair and maintenance of the sprinkler system and any life safety system devices within the shared components of the project.

7. Miscellaneous General Repairs (\$1,500)

Miscellaneous repairs to other shared areas including such items as mechanical and electrical buildings system not covered by any contract, shared irrigation system, signage, locks and doors and other items not described in this grouping of expense.

C) **SERVICE CONTRACTS (\$49,100)**

1. **Landscaping & Snow Clearing (\$14,500)**

The budget provides for snow ploughing and maintenance services including salting and sanding of the at grade visitor and retail parking facilities and city sidewalks, together with any landscaping and maintenance required of the trees at street level that are the responsibility of the project to maintain. Provision for the power washing of the loading bay and exterior parking facilities has also been accounted for.

2. **Cleaning/Maintenance Service (\$9,100)**

Costs associated with providing cleaning and general maintenance services to the shared loading bay and garbage holding facilities, including litter pick up of the exterior grounds to the extent of 1 hour per day at a rate of \$25.00 per hour including taxes.

3. **Emergency Generator (\$5,000)**

The estimated cost to inspect the emergency generator on a semi-annual basis and maintain it in accordance with the requirements of the Ontario Fire Code.

4. **Life Safety/ CACF Annual Test (\$8,500)**

This account is for the annual testing and inspection of the life safety systems servicing the entire project in accordance with the requirements of the Ontario Fire Code. Repairs to only the shared facilities arising from the inspection are accounted for in the budget under Repairs and Maintenance. Repairs within each owner's property, is each owner's responsibility.

5. **Property Management (\$12,000)**

The estimated management fees associated with the management and administration of the share facilities including all accounting services in maintaining the financial records pursuant to the cost sharing agreement.

D) **SUPPLIES (\$900)**

1. **Maintenance Supplies (\$900)**

Provision for lighting / maintenance and miscellaneous supplies associated with shared loading dock, service corridor and shared common areas / facilities.

E) **GENERAL & ADMINISTRATION (\$2,500)**

1. **Audit (\$1,500)**

An allowance for the year end audit related to the operation of the shared facilities has been accounted for.

2. **Office Expenses / Telephone (\$1,000)**

The cost of office supplies utilized within the shared facilities, including the monthly cost of monitoring the fire panel, fire pump and utility meters.

ADDITIONAL STATEMENTS REQUIRED BY THE CONDOMINIUM ACT

1. The total common expenses of the proposed Condominium Corporation including the provision to the reserve fund for the first year after condominium registration is \$591,245
2. This budget statement incorporates an assumed inflation factor of 6.5% per annum compounded, based on a projected Condominium registration date of July 1, 2024. In the event that registration occurs sometime thereafter, then this budget statement (and all figures reflecting expenses set forth herein) shall be increased by an inflation factor of 6.5% per annum compounded. In such event, purchasers acknowledge and agree that they shall be bound by such revised budget and the acceptance of such revised budget should not be construed as a material change to the Disclosure Statement. Furthermore, nothing set forth in this budget statement should be construed or interpreted as a representation or warranty that the actual registration of the Condominium shall take place by the date noted above, namely July 1, 2024.
3. Although this budget is based on the best available information as at the date of its preparation, purchasers should be aware that budgetary predications on future servicing and utility costs are, by their very nature, subject to change based on regulatory and other changes that are beyond the Declarant's control and reasonable expectations. The Declarant reserves the right to revise the first year budget statement to reflect the increases to utilities above the assumed inflation rate of 3%, including but without limitation, items A(1), (2) and (3) of the Utilities Operating Expenses and to provide each unit purchaser with a revised copy of the Condominium Corporation's first year statement. In such event, purchasers acknowledge and agree that they shall be bound such revised budget, and the acceptance of such revised budget should not be considered nor be construed as a material change as defined by the Condominium Act, 1998, nor will the Declarant be accountable to the Corporation for any budget shortfall as a result thereof.
4. Approximately 15% of the common expenses will be paid into the reserve fund amount. The provision is \$ 65,000 for the Condominium Corporation. As at the date of the Budget Statement, the Condominium Corporation has not been created and accordingly, there are no amounts in the Reserve Fund. At the end of the first year after registration, there should be \$59,000 in the reserve fund account of the Condominium Corporation.
5. The cost of each expense item is shown on the budget statement. The cost of the Reserve Fund Study for the Condominium Corporation is \$6,000 inclusive of HST; the cost of the Performance Audit is \$17,000 inclusive of HST, to which the Declarant will contribute up to a maximum of \$17,000 including HST towards the first year; the cost of both the turnover and year end financial audits for the Condominium Corporation is \$5,800 inclusive of HST.
6. At the time of preparation of the Budget Statement and updated Budget Statements, there are no pending lawsuits material to the property of which the Declarant has actual knowledge and that may affect the property after the registration of a deed to the unit from the Declarant to the purchaser.
7. There are no pending lawsuits material to the Property of which the Declarant has actual knowledge. There are no current or expected fees, charges, rents or other revenues to be paid by the Residential Unit owners or any of them for the use of the common elements save and except for cleaning charges or damage deposits in relation to the private use of the Multipurpose Room or perhaps for access cards and/or keys for example, and at rates to be established by the Board of Directors from time to time. There are no services not included in the foregoing budget (and Schedules thereto) that the Declarant provides, or expenses that the Declarant pays and that might reasonably be expected to become, at any subsequent time, a common expense.
8. The Harmonized Sales Tax is included in all applicable expense items on the Budget Statement.
9. Use of the Amenities will be subject to special rules that may be established from time to time by the Board of Directors.
10. The cost of cable T.V. service and telephone service to units will be on a user pay basis and is not a common expense and not included in the budget statement.
11. Unit owners will be responsible for insuring any contents and improvements in their individual units. This insurance policy should also include personal third-party liability insurance, reimbursement for living expenses outside of their units and protection against any deductible charges that might accrue to the owner from the condominium corporation. The Condominium Corporation shall insure the units (excluding contents and improvements) with reference to the proposed standard unit to be enclosed with the Disclosure Statement and the common elements for full replacement cost without deduction for depreciation.
12. Pursuant to a Bulk Internet Agreement as described in the Disclosure Statement, wherein will provide certain building communications services for the residents of the building, each Residential Unit owner in addition to the monthly common expenses, will be required to pay as part of the monthly common expenses a mandatory fee of \$60.75 (plus HST) per Residential Unit per month for the first seven years of the contract. The monthly internet fee to each Residential Unit is set out on the attached Schedule of Monthly Common Expenses.

SCHEDULE OF MONTHLY COMMON CHARGES
BY SUITE NUMBER

Municipal No..	Unit No.	Level No.	Monthly Bulk Internet Charge	Monthly Common Charge	Total Monthly Common Charges
201	1	2	68.65	314.47	383.12
202	2	2	68.65	310.38	379.03
203	3	2	68.64	495.47	564.11
204	4	2	68.64	478.63	547.27
205	5	2	68.65	315.02	383.67
206	6	2	68.65	306.37	375.02
207	7	2	68.65	306.37	375.02
208	8	2	68.65	306.37	375.02
209	9	2	68.65	291.35	360.00
210	10	2	68.65	338.82	407.47
211	11	2	68.65	382.33	450.98
212	12	2	68.65	371.91	440.56
213	13	2	68.65	385.83	454.48
214	14	2	68.64	397.99	466.63
215	15	2	68.64	406.72	475.36
216	16	2	68.65	302.87	371.52
217	17	2	68.65	298.23	366.88
218	18	2	68.65	338.28	406.93
219	19	2	68.65	338.28	406.93
220	20	2	68.65	338.28	406.93
221	21	2	68.65	315.02	383.67
222	22	2	68.65	315.02	383.67
223	23	2	68.65	315.02	383.67
224	24	2	68.65	315.02	383.67
225	25	2	68.65	306.37	375.02
301	1	3	68.65	287.80	356.45
302	2	3	68.65	276.75	345.40
303	3	3	68.64	458.33	526.97
304	4	3	68.64	478.63	547.27
305	5	3	68.65	315.02	383.67
306	6	3	68.65	306.37	375.02
307	7	3	68.65	306.37	375.02
308	8	3	68.65	306.37	375.02
309	9	3	68.65	291.35	360.00
310	10	3	68.65	338.82	407.47
311	11	3	68.65	382.33	450.98
312	12	3	68.65	371.91	440.56
313	13	3	68.65	385.83	454.48
314	14	3	68.64	397.99	466.63
315	15	3	68.65	381.74	450.39
316	16	3	68.65	279.07	347.72
317	17	3	68.65	274.47	343.12
318	18	3	68.65	315.02	383.67
319	19	3	68.65	315.02	383.67
320	20	3	68.65	315.02	383.67
321	21	3	68.65	315.02	383.67
322	22	3	68.65	315.02	383.67
323	23	3	68.65	315.02	383.67
324	24	3	68.65	315.02	383.67
325	25	3	68.65	280.80	349.45
401	1	4	68.64	587.76	656.40
402	2	4	68.64	478.63	547.27
403	3	4	68.65	315.02	383.67
404	4	4	68.65	306.37	375.02
405	5	4	68.65	306.37	375.02
406	6	4	68.65	306.37	375.02

Municipal No..	Unit No.	Level No.	Monthly Bulk Internet Charge	Monthly Common Charge	Total Monthly Common Charges
407	7	4	68.65	291.35	360.00
408	8	4	68.65	338.82	407.47
409	9	4	68.65	382.33	450.98
410	10	4	68.65	371.91	440.56
411	11	4	68.65	385.83	454.48
412	12	4	68.64	397.99	466.63
413	13	4	68.64	505.39	574.03
414	14	4	68.64	438.67	507.31
415	15	4	68.64	479.27	547.91
416	16	4	68.64	479.27	547.91
417	17	4	68.64	479.27	547.91
418	18	4	68.64	405.58	474.22
501	1	5	68.65	352.79	421.44
502	2	5	68.64	473.44	542.08
503	3	5	68.65	273.88	342.53
504	4	5	68.65	294.72	363.37
505	5	5	68.65	306.37	375.02
506	6	5	68.65	306.37	375.02
507	7	5	68.65	291.35	360.00
508	8	5	68.65	338.82	407.47
509	9	5	68.65	382.33	450.98
510	10	5	68.65	371.91	440.56
511	11	5	68.65	334.18	402.83
512	12	5	68.64	678.87	747.51
513	13	5	68.64	522.82	591.46
514	14	5	68.64	479.27	547.91
515	15	5	68.65	323.21	391.86
516	16	5	68.65	239.11	307.76
601	1	6	68.64	539.06	607.70
602	2	6	68.65	232.65	301.30
603	3	6	68.65	288.35	357.00
604	4	6	68.65	306.37	375.02
605	5	6	68.65	306.37	375.02
606	6	6	68.65	291.35	360.00
607	7	6	68.65	338.82	407.47
608	8	6	68.65	382.33	450.98
609	9	6	68.65	371.91	440.56
610	10	6	68.65	282.57	351.22
701	1	7	68.65	778.08	846.73
702	2	7	68.65	354.52	423.17
703	3	7	68.65	399.21	467.86
704	4	7	68.64	428.79	497.43
705	5	7	68.64	439.81	508.45
706	6	7	68.64	540.79	609.43
707	7	7	68.64	540.79	609.43
708	8	7	68.64	530.92	599.56
709	9	7	68.64	554.13	622.77
TOTAL RESIDENTIAL COMMON CHARGES			7,070.69	38,047.97	45,118.66
PARKING UNITS (\$48.95 EACH)					
81	Parking Units		0.00	3,964.95	3,964.95
LOCKER UNITS (\$15.32 EACH)					
8	Locker Units		0.00	122.56	122.56

COMBINED PARKING/LOCKER UNIT (\$64.27 EACH)			
Combined Parking/Locker			
1	Unit	0.00	64.27
64.27			
SERVICE UNITS (\$0.00 EACH)			
3	Service Units	0.00	0.00
0.00			
TOTAL COMMON CHARGES		7,070.69	42,199.75
		49,270.44	

SCHEDULE XII

Sections 73 and 74 of the Condominium Act – Purchaser's Right to Rescind

Sections 73 and 74 of the Condominium Act, 1998

Section 73

Rescission of agreement

73 (1) A purchaser who receives a disclosure statement under subsection 72 (1) may, in accordance with this section, rescind the agreement of purchase and sale before accepting a deed to the unit being purchased that is in registerable form.

Notice of rescission

(2) To rescind an agreement of purchase and sale under this section, a purchaser or the purchaser's solicitor shall give a written notice of rescission to the declarant or to the declarant's solicitor who must receive the notice within 10 days of the later of,

- (a) the date that the purchaser receives the disclosure statement; and
- (b) the date that the purchaser receives a copy of the agreement of purchase and sale executed by the declarant and the purchaser.

Refund upon rescission

(3) If a declarant or the declarant's solicitor receives a notice of rescission from a purchaser under this section, the declarant shall promptly refund, without penalty or charge, to the purchaser, all money received from the purchaser under the agreement and credited towards the purchase price, together with interest on the money calculated at the prescribed rate from the date that the declarant received the money until the date the declarant refunds it.

Section 74

Material changes in disclosure statement

74 (1) Whenever there is a material change in the information contained or required to be contained in a disclosure statement delivered to a purchaser under subsection 72 (1) or a revised disclosure statement or a notice delivered to a purchaser under this section, the declarant shall deliver a revised disclosure statement or a notice to the purchaser.

Definition

(2) In this section,

"material change" means a change or a series of changes that a reasonable purchaser, on an objective basis, would have regarded collectively as sufficiently important to the decision to purchase a unit or proposed unit in the corporation that it is likely that the purchaser would not have entered into an agreement of purchase and sale for the unit or the proposed unit or would have exercised the right to rescind such an agreement of purchase and sale under section 73, if the disclosure statement had contained the change or series of changes, but does not include,

- (a) a change in the contents of the budget of the corporation for the current fiscal year if more than one year has passed since the registration of the declaration and description for the corporation,
- (b) a substantial addition, alteration or improvement within the meaning of subsection 97 (6) that the corporation makes to the common elements after a turn-over meeting has been held under section 43,
- (c) a change in the portion of units or proposed units that the declarant intends to lease,
- (d) a change in the schedule of the proposed commencement and completion dates for the amenities of which construction had not been completed as of the date on which the disclosure statement was made, or
- (e) a change in the information contained in the statement described in subsection 161 (1) of the services provided by the municipality or the Minister of Municipal Affairs and Housing, as the case may be, as described in that subsection, if the unit or the proposed unit is in a vacant land condominium corporation.

Contents of revised statement

(3) The revised disclosure statement or notice required under subsection (1) shall clearly identify all changes that in the reasonable belief of the declarant may be material changes and summarize the particulars of them.

Time of delivery

(4) The declarant shall deliver the revised disclosure statement or notice to the purchaser within a reasonable time after the material change mentioned in subsection (1) occurs and, in any event, no later than 10 days before delivering to the purchaser a deed to the unit being purchased that is in registerable form.

Purchaser’s application to court

(5) Within 10 days after receiving a revised disclosure statement or a notice under subsection (1), a purchaser may make an application to the Superior Court of Justice for a determination whether a change or a series of changes set out in the statement or notice is a material change.

Rescission after material change

(6) If a change or a series of changes set out in a revised disclosure statement or a notice delivered to a purchaser constitutes a material change or if a material change occurs that the declarant does not disclose in a revised disclosure statement or notice as required by subsection (1), the purchaser may, before accepting a deed to the unit being purchased that is in registerable form, rescind the agreement of purchase and sale within 10 days of the latest of,

- (a) the date on which the purchaser receives the revised disclosure statement or the notice, if the declarant delivered a revised disclosure statement or notice to the purchaser;
- (b) the date on which the purchaser becomes aware of a material change, if the declarant has not delivered a revised disclosure statement or notice to the purchaser as required by subsection (1) with respect to the change; and
- (c) the date on which the Superior Court of Justice makes a determination under subsection (5) or (8) that the change is material, if the purchaser or the declarant, as the case may be, has made an application for the determination.

Notice of rescission

(7) To rescind an agreement of purchase and sale under this section, a purchaser or the purchaser’s solicitor shall give a written notice of rescission to the declarant or to the declarant’s solicitor.

Declarant’s application to court

(8) Within 10 days after receiving a notice of rescission, the declarant may make an application to the Superior Court of Justice for a determination whether the change or the series of changes on which the rescission is based constitutes a material change, if the purchaser has not already made an application for the determination under subsection (5).

Refund upon rescission

(9) A declarant who receives a notice of rescission from a purchaser under this section shall refund, without penalty or charge, to the purchaser, all money received from the purchaser under the agreement and credited towards the purchase price, together with interest on the money calculated at the prescribed rate from the date that the declarant received the money until the date the declarant refunds it.

Time of refund

(10) The declarant shall make the refund,

- (a) within 10 days after receiving a notice of rescission, if neither the purchaser nor the declarant has made an application for a determination described in subsection (5) or (8) respectively; or
- (b) within 10 days after the court makes a determination that the change is material, if the purchaser has made an application under subsection (5) or the declarant has made an application under subsection (8).

SCHEDULE XIII
Proposed Plan of Condominium

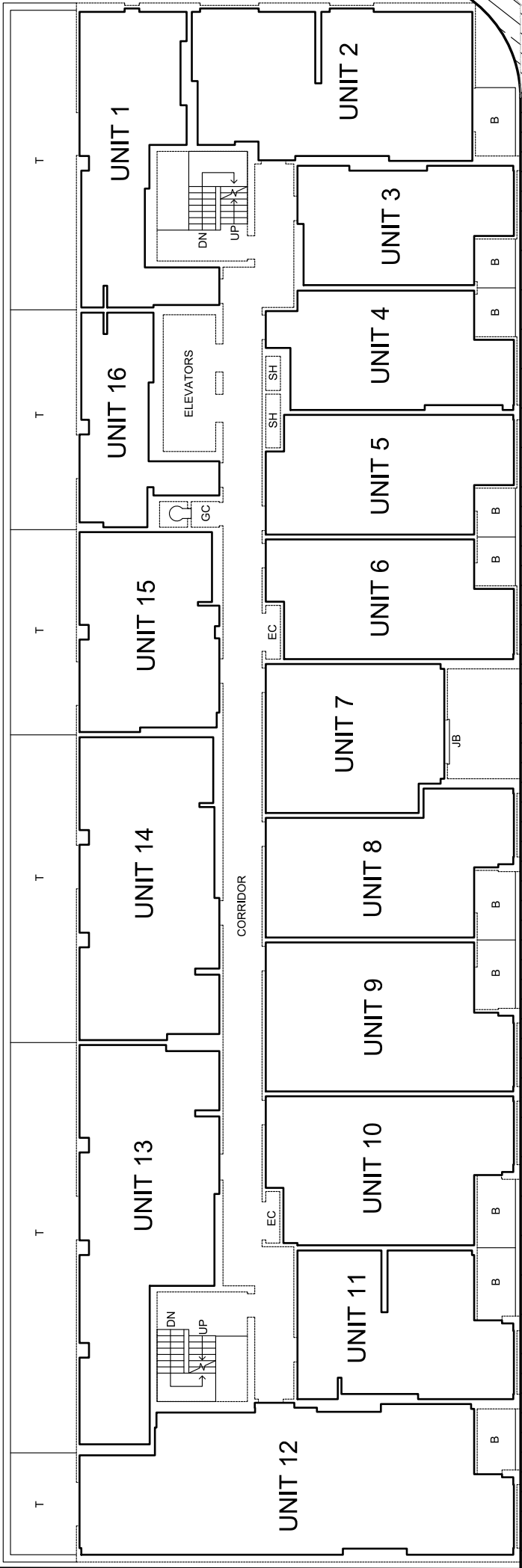
LANE

FUTURE LANE

NOT PART OF THIS PLAN



CHARTWELL ROAD



NOT PART OF THIS PLAN

ROAD WIDENING

THE QUEENSWAY

- LEGEND
- UP DENOTES STAIRS UP
 - DN DENOTES STAIRS DOWN
 - GC DENOTES GARAGE CHUTE
 - EC DENOTES ELECTRICAL CLOSET
 - SH DENOTES SHAFT
 - T DENOTES TERRACE
 - B DENOTES BALCONY
 - JB DENOTES JULIET BALCONY
 - ZZZ DENOTES PART OF THE COMMON ELEMENTS NOT INCLUDED IN UNIT

KRCMAR
www.krcmar.ca

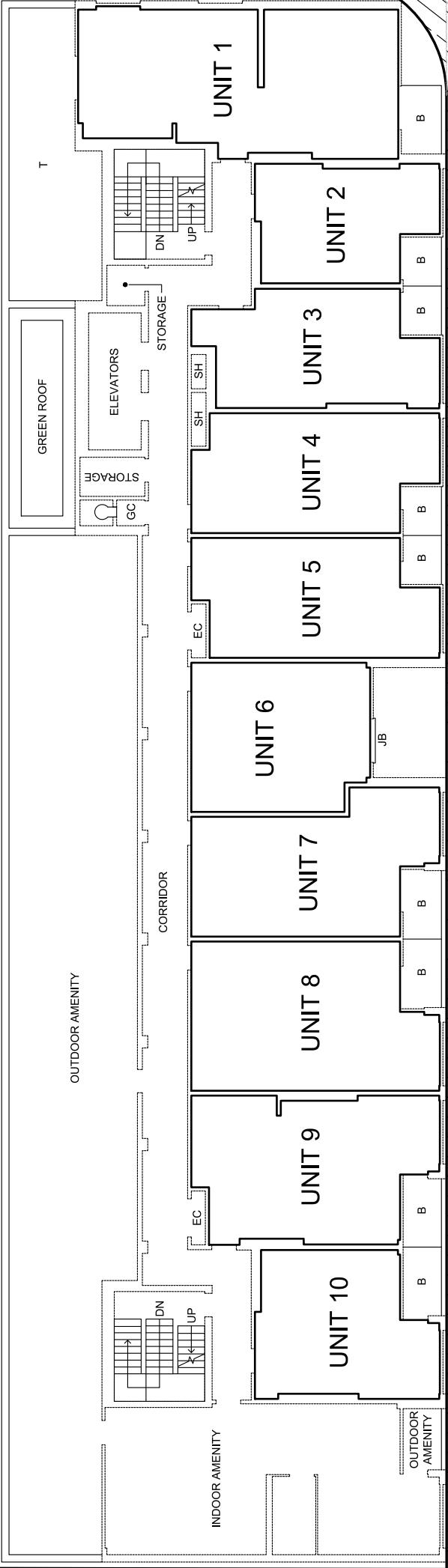
LEVEL 5
UNITS 1 TO 16 INCLUSIVE (RESIDENTIAL)

LANE

NOT PART OF THIS PLAN



CHARTWELL ROAD



NOT PART OF THIS PLAN

THE QUEENSWAY

LEVEL 6
UNITS 1 TO 10 INCLUSIVE (RESIDENTIAL)

- LEGEND
- UP DENOTES STAIRS UP
 - DN DENOTES STAIRS DOWN
 - GC DENOTES GARAGE
 - EC DENOTES ELECTRICAL CLOSET
 - SH DENOTES SHAFT
 - T DENOTES TERRACE
 - B DENOTES BALCONY
 - JB DENOTES JULIET BALCONY
 - ZZZ DENOTES PART OF THE COMMON ELEMENTS NOT INCLUDED IN UNIT

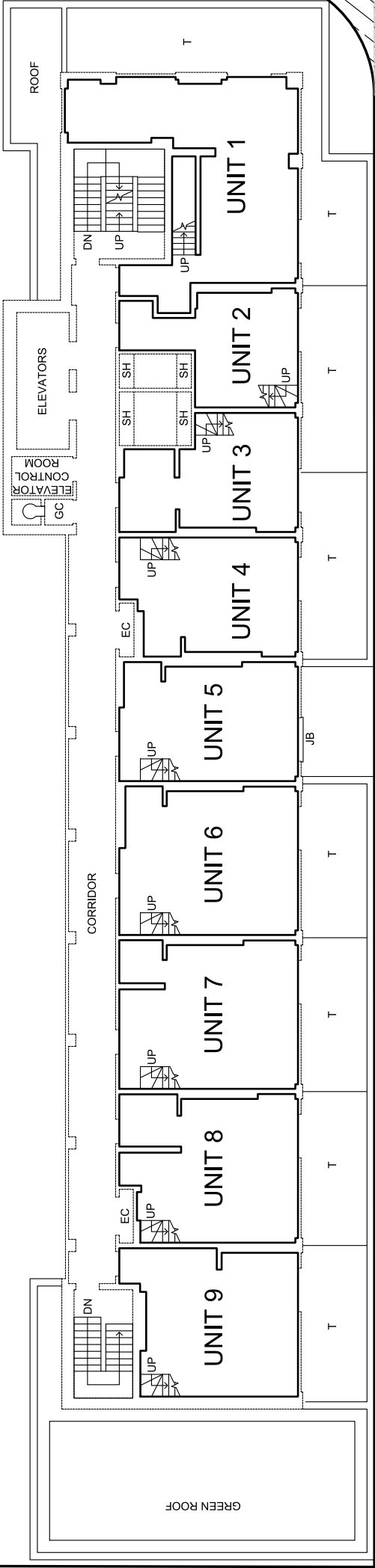
KRCMAR
www.krcmar.ca

LANE

NOT PART OF THIS PLAN



CHARTWELL ROAD



NOT PART OF THIS PLAN

THE QUEENSWAY

LEVEL 7
UNITS 1 TO 9 INCLUSIVE (RESIDENTIAL)

- LEGEND
- UP DENOTES STAIRS UP
 - DN DENOTES STAIRS DOWN
 - GC DENOTES GARBAGE CHUTE
 - EC DENOTES ELECTRICAL CLOSET
 - SH DENOTES SHAFT
 - T DENOTES TERRACE
 - JB DENOTES JULIET BALCONY
 - ZZZ DENOTES PART OF THE COMMON ELEMENTS NOT INCLUDED IN UNIT

KRCMAR
www.krcmar.ca

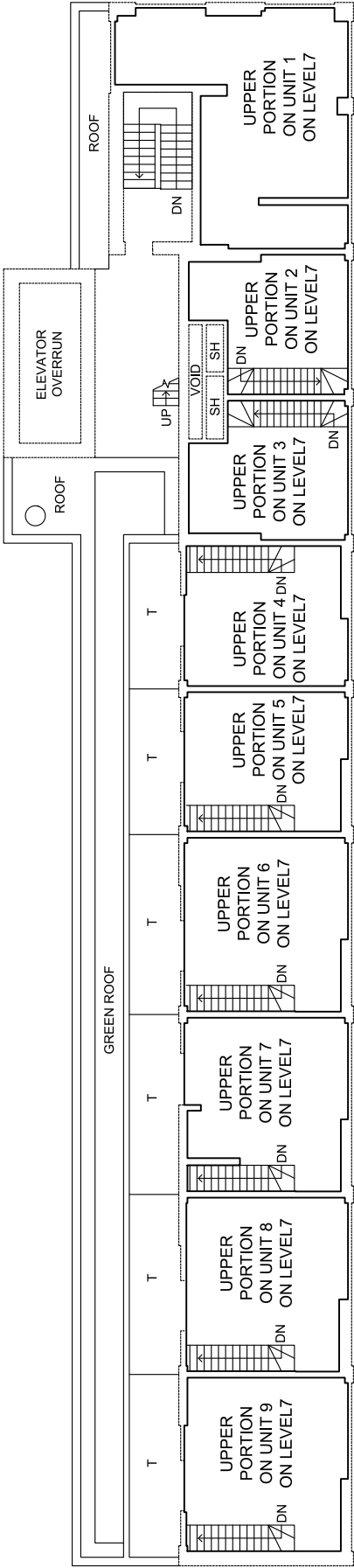
LANE

NOT PART OF THIS PLAN

FOOTWE LANE



CHARTWELL ROAD



NOT PART OF THIS PLAN

THE QUEENSWAY

LEVEL 8
UPPER PORTION OF UNITS 1, 2, 3, 5, 6, 7, 8 AND 9 ON LEVEL 7

LEGEND

UP

DENOTES STAIRS UP

DN

DENOTES STAIRS DOWN

GC

DENOTES GARBAGE CHUTE

EC

DENOTES ELECTRICAL CLOSET

SH

DENOTES SHAFT

T

DENOTES TERRACE

ZZZ

DENOTES PART OF THE COMMON ELEMENTS NOT INCLUDED IN UNIT

KRCMAR

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