



April 10, 2024

RE: Suite 311 Unit 11 Level 3, Locker L1-017 Unit 17 Level 1, Parking PA-022 Unit 22
Level A of
Toronto Standard Condominium Corporation No. 1798

Dear Sir or Madam:

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

To ensure the highest standard of accuracy in the keeping of ownership records we encourage new owners to have their solicitor directly provide the corporation with a copy of page 1 of the Transfer Deed, which will detail all dwelling, parking and locker unit information as applicable. All correspondence to the Corporation is to be delivered by hand or by mail to [Toronto Standard Condominium Corporation No. 1798, c/o Crossbridge Condominium Services Ltd., 2855 Bloor Street West, Toronto, ON M8X 3A1](#) or by email to propertymanager@thekingswaycondo.com.

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

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

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

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

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

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

You are welcome to contact the condominium manager at (416)239-6336 with any questions.

Yours very truly,

Crossbridge Condominium Services Ltd.

A handwritten signature in blue ink that reads "Elsa Ambo". The signature is written in a cursive, flowing style.

Elsa Ambo
Property Manager

Enclosures

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

Toronto Standard Condominium Corporation No. 1798 (known as the “Corporation”) certifies that as of the date of this certificate:

General Information Concerning the Corporation

1. Mailing address: TSCC 1798 - The Kingsway Condominiums
c/o Crossbridge Condominium Services Ltd.
2855 Bloor Street West
Toronto, ON M8X 3A1
2. Address for service: same as above
3. Property manager: Crossbridge Condominium Services Ltd.
111 Gordon Baker Road
Suite 700
North York, ON M2H 3R1
- On-Site Property Manager: Elsa Ambo, (416)239-6336

4. The directors and officers of the Corporation are:

<u>Name</u>	<u>Position</u>	<u>Address for Service</u>	<u>Telephone Number</u>
Al Salomon	Director	Same Above	(416)239-6336
Gyslaine Hunter	President	Same Above	(416)239-6336
Christine Bryce	Secretary	Same Above	(416)239-6336
Linda Sutherland	Treasurer	Same Above	(416)239-6336
Christine Ostvik	Vice President	Same Above	(416)239-6336

Common Expenses

5. The owner of Suite 311 Unit 11 Level 3, Locker L1-017 Unit 17 Level 1, Parking PA-022 Unit 22 Level A at 2855 Bloor Street West, Toronto, ON M8X 3A1 of Toronto Standard Condominium Corporation No. 1798, registered in the Land Registry Office for the Land Titles Division of Toronto is not in default in the payment of common expenses.

OR

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

[If applicable add:

and a certificate of lien has been registered against

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

6. A payment on account for the unit for Common Expense Contribution charges of \$1004.40 for a total fee of \$1004.40 is due on 01 May 2024 for the period 01 May 2024 to 31 May 2024. This amount includes the amount of any increase since the date of the budget of the Corporation for the current fiscal year as described in paragraph 10.

In addition to the above, if applicable, the unit owner is responsible for the cost of all in-suite hydro, thermal and/or water which is billed directly to the owner. The owner and purchaser are responsible for contacting the provider, **Priority Submetering** at **905-837-8548** to change ownership details and to ensure there are no outstanding balances. Beware that billing is always a month behind. Any unpaid utilities are deemed to be in arrears and shall be collectable as common expenses against the unit.

7. The Corporation has the amount of \$ 0 in prepaid common expenses for the unit.
8. There are no amounts that the *Condominium Act, 1998* requires to be added to the common expenses payable for the unit. **However, the electricity consumption relating to the aforementioned dwelling unit (and any exclusive use common element areas appurtenant thereto) is separately checked by a meter**, and the cost of such unit owner's consumption does not comprise part of the common expenses. However, pursuant to the provision of the Declaration, if an owner of a dwelling unit fails to pay his or her proportionate share of the electricity consumption charges within 10 days following the receipt of an invoice for such outstanding utility charges from the condominium corporation's designated utility monitoring company (following periodic reading of the check meter appurtenant to the owner's dwelling unit), then the condominium corporation shall be entitled to maintain and enforce a lien against the defaulting owner's dwelling unit.

Accordingly, the recipient of the status certificate should contact the condominium corporation's utility monitoring company directly, namely **Priority Billing Solutions Inc. at 905-837-8548**, to confirm whether or not there are any outstanding amounts owing for electricity consumption in respect of the aforementioned dwelling unit which might ultimately give rise to a lien in favour of the condominium corporation.

Budget

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

Reserve Fund

13. The Corporation's reserve fund amounts to \$ 3,148,754.96 (unaudited) as of February 29, 2024.
14. The most recent Reserve Fund Study conducted by the Board is a [Reserve Fund Study update without site visit](#), dated August 23, 2019 and has been prepared by WSP Canada Inc.. The next reserve fund study will be conducted before October 1, 2022.
15. N/A
16. The board has sent to the owners a notice dated August 29, 2019 containing a summary of the reserve fund study, a summary of the proposed plan for future funding of the reserve fund and a statement indicating the areas, if any, in which the proposed plan differs from the study. The proposed plan for future funding was implemented October 1, 2019 and the total contribution each year to the reserve fund is being made as set out in the Contribution Table included in the Notice.
17. There are no plans to increase the reserve fund under a plan proposed by the board under subsection 94 (8) of the *Condominium Act, 1998*, for the future funding of the reserve fund, except for the increased annual contributions to the reserve fund as indicated in the attached Notice of Future Funding of the Reserve Fund.

Legal Proceedings, Claims

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

Agreements with owners relating to changes to the common elements

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

_____OR

~~_____The unit is subject to one or more agreements under clause 98 (1) (b) of the *Condominium Act, 1998* or section 24.6 of Ontario Regulation 48/01 (General) made under the *Condominium Act, 1998* relating to additions, alterations or improvements made to the common elements by the unit owner. To the best of the Corporation's information, knowledge and belief, the agreements have been complied with by the parties. (if applicable add: except _____ (give particulars).~~

~~_____ (If applicable, include a copy of the agreements with this certificate and mention them in the list of documents forming part of this certificate.)}~~

Leasing of Units

~~24. The Corporation has not received notice under section 83 of the *Condominium Act, 1998*, that any unit was leased during the fiscal year preceding the date of this status certificate.~~

OR

The Corporation has received notice under section 83 of the *Condominium Act, 1998*, that 20 units was/were leased during the fiscal year preceding the date of this status certificate.

Substantial changes to the common elements, assets or services

25. There are no additions, alterations or improvements to the common elements, changes in the assets of the Corporation or changes in a service of the Corporation that are substantial and that the board has proposed but has not implemented, and there are no proposed installations of an electric vehicle charging system to be carried out in accordance with subsection 24.3 (5) of Ontario Regulation 48/01 (General) made under the *Condominium Act, 1998* [if applicable add: except _____ (give a brief description and a statement of their purpose)].

Insurance

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

Phased condominium corporations

27-32. These clauses deal with Phased, Common Element, Vacant and Leasehold Condominium Corporations and do not apply to this Standard Condominium Corporation.

Attachments

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

[if applicable add the following items:

- (e) a copy of all applications made under section 109 of the *Condominium Act, 1998* to amend the declaration or description for which the court has not made an order;
- (f) ~~a copy of the schedule that the declarant has delivered to the board setting out what constitutes a standard unit, if there is no by-law of the Corporation establishing what constitutes a standard unit;~~
- (g) a copy of all applications, if any, described in clause 98 (1) (b) of the *Condominium Act, 1998* or section 24.6 of Ontario Regulation 48/01 (General) made under the *Condominium Act, 1998* that bind the unit;
- (h) a copy of a notice dated [August 29, 2019](#) containing a summary of the reserve fund study, a summary of the proposed plan for future funding of the reserve fund and a statement indicating the areas, if any, in which the proposed plan differs from the study;
- (i) ~~a copy of an order appointing an inspector under section 130 of the *Condominium Act, 1998* or an administrator under section 131 of the *Condominium Act, 1998*;~~
- (j) ~~a copy of the disclosure statement that the Corporation has received from the declarant under subsection 147 (5) of the *Condominium Act, 1998* with respect to the phase that contains the unit unless the declarant has completed all phases described in the disclosure statement and the declarant does not own any of the units in the phases except for the part of the property designed to control, facilitate or provide telecommunications to, from or within the property;~~
- (k) ~~a copy of an application by the lessor for a termination order under section 173 of the *Condominium Act, 1998*;~~
- (l) ~~if the leasehold interests in the units of the Corporation have been renewed and an amendment to the declaration has not yet been registered under subsection 174 (8) of the *Condominium Act, 1998*, a copy of the provisions that apply upon renewal.]~~

Rights of person requesting certificate

34. The person requesting this certificate has the following rights under subsections 76 (7) and (8) of the *Condominium Act, 1998* with respect to the agreements listed in subparagraph 33 (c) above:
1. Upon receiving a written request and reasonable notice, the Corporation shall permit a person who has requested a status certificate and paid the fee charged by the Corporation for the certificate, or an agent of the person duly authorized in writing, to examine the agreements listed in subparagraph 33 (c) at a reasonable time and at a reasonable location.
 2. The Corporation shall, within a reasonable time, provide copies of the agreements to a person examining them, if the person so requests and pays a reasonable fee to compensate the Corporation for the labour and copying charges.

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

Crossbridge Condominium Services Ltd.
Agent acting on behalf of:

Toronto Standard Condominium Corporation No. 1798

Elsa Ambo *

Date April 10, 2024

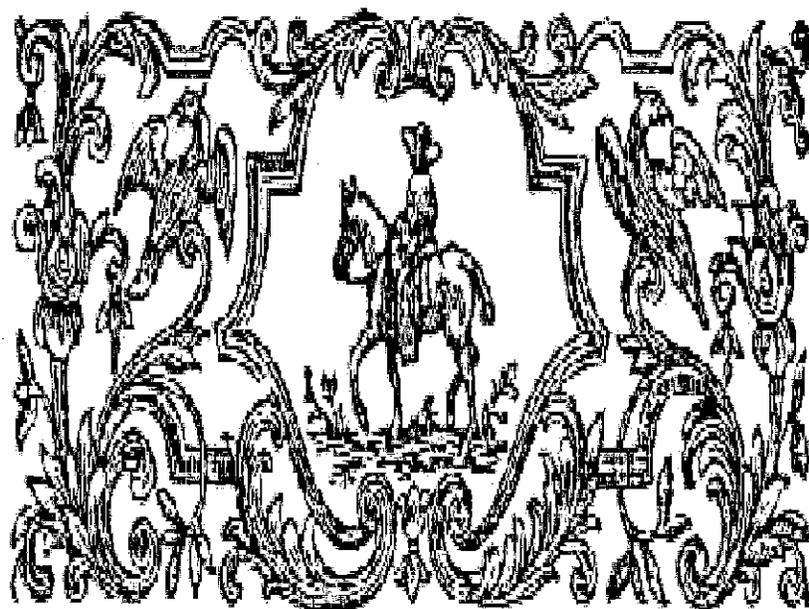
Elsa Ambo
Authorized Signing Officer
I have the authority to bind the Corporation

Katherine Gow *

Date April 10, 2024

Katherine Gow
Authorized Signing Officer
I have the authority to bind the Corporation

* Executed pursuant to the Electronic Commerce Act (Ontario)



[the] **KINGSWAY**
condominiums

OFFICE SCHEDULE

AT 12 53905
CERTIFICATE OF RECEIPT
RÉCÉPISSE
TORONTO (66)
2008-09-13 11:47

**DECLARATION
CONDOMINIUM
ACT, 1998**

TORONTO STANDARD CONDOMINIUM PLAN NO. 1798

NEW PROPERTY IDENTIFIER'S BLOCK 12798

RECENTLY : BEING ALL OF PIN:07498-0231

DECLARANT : BLOORPARK DEVELOPMENTS INC.

SOLICITOR : STEPHEN KARR

HARRIS, SHEAFFER

4100 YONGE STREET SUITE: 610

TORONTO ONTARIO

M2P-2B5

PHONE: 416-250-5800 FAX:416-250-5300

No. OF UNITS 500

FEES : \$70.00 + \$5.00 x2500=\$2,570

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:

BLOORPARK DEVELOPMENTS INC.

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

WHEREAS:

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

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

ARTICLE I.

INTRODUCTORY

1.1 Definitions

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

- (a) "**Board**" means the Corporation's board of directors;
- (b) "**By-law(s)**" means the by-law(s) of the Corporation enacted from time to time;
- (c) "**Common Elements**" means all the Property except the Units;
- (d) "**Compact Parking Units**" means Parking Units 14, 15 and 26 on Level B;
- (e) "**Corporation**" or "**Condominium**" means the freehold condominium that is a standard condominium corporation created by the registration of this Declaration and Description;
- (f) "**Guest Suite Unit**" means Unit 7, Level 1;
- (g) "**Locker Units**" means Units 12 to 32, inclusive, Units 46 to 51, inclusive, Units 57 to 75, inclusive and Units 95 to 108, inclusive, on Level 1; Units 65 to 86, inclusive on Level A; Units 111 to 131, inclusive, on Level B; and Units 33 to 46, inclusive, on Level C;
- (h) "**Owner**" means the owner or owners of the freehold estate(s) in a Unit, but does not include a mortgagee unless in possession;
- (i) "**Parking Units**" means Units 1 to 64, inclusive, on Level A; Units 1 to 110, inclusive, on Level B and Units 1 to 32, inclusive on Level C;
- (j) "**Privacy Locker Units**" means Units 8 to 11, inclusive, Units 33 to 45, inclusive, Unit 52 to 56, inclusive and Units 76 to 94, inclusive, on Level 1;
- (k) "**Residential Units**" means Units 1 to 6, inclusive, on Level 1; Units 1 to 20, inclusive, on Level 2; Units 1 to 22, inclusive, on Levels 3 to 6, inclusive; Units 1 to 15, inclusive, on Level 7; and Units 1 to 6, inclusive, on Level 8;
- (l) "**Rules**" means the rules passed by the Board in accordance with the provisions of the Act;

- (m) **"Units"** means all portions of the Condominium designated as a unit, collectively, as the context may require.

1.2 Act Governs the Lands

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

1.3 Standard Condominium

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

1.4 Consent of Encumbrancers

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

1.5 Inclusions and Exclusions from Units

It is expressly stipulated and declared that the following items, matters or things are included within or excluded from (as the case may be) each of the Units described below, namely:

(a) Residential Units and Guest Suite Unit

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

(b) Parking and Locker Units (including variations of these types of Units)

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

1.6 Common Interest and Common Expenses

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

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

The Corporation's address for service shall be c/o Management Office, 2855 Bloor Street West, Toronto, Ontario, M8X 3A1, or such other address as the Corporation may by resolution of the Board determine, and the Corporation's mailing address shall be c/o 2855 Bloor Street West, Toronto, Ontario, M8X 3A1. The Corporation's municipal address is 2855 Bloor Street West, Toronto, Ontario, M8X 3A1.

1.8 Approval Authority Requirements

The approval authority has required that paragraphs 3.7 and 4.3(e) be included in this Declaration and that these provisions can only be revised and/or deleted in accordance with the provisions of the Act and the consent of the approval authority.

1.9 Architect/Engineer Certificates

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

ARTICLE II.

COMMON EXPENSES

2.1 Specification of Common Expenses

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

2.2 Payment of Common Expenses

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

2.3 Hydro

- (i) The Declarant reserves the right to contract for the purchase of electricity from the appropriate local distribution company or with an independent energy retailing company (the "energy supplier"). Electricity consumption in each Owner's Unit may be measured and invoiced by the energy supplier's metering system installed and operated by the energy supplier. Alternatively, electricity consumption in each Owner's Unit may be measured and invoiced by the building's sub-metering system, and invoices will be prepared and distributed by a third party meter reading/invoicing company (the "Meter Reading/Invoicing Company").
- (ii) Each Unit Owner shall receive and be responsible for payment of the invoice for the electricity consumption for his/her Unit, as well as for invoicing service fees. The Unit Owner shall remit payment of the invoice to the energy supplier or the Meter Reading/Invoicing Company, as the case may be, for electricity consumption, as well as a fee for meter reading and invoicing services, separate from any other obligations the Unit Owner has with respect to payment of common expenses as an Owner within the Condominium.
- (iii) Any monies owing with respect to invoices for electricity consumption and not paid to the energy supplier or to the Meter Reading/Invoicing Company, as the case may be, by the Unit Owner according to the terms of the invoice, may be paid by the Condominium Corporation to the energy supplier or the Meter Reading/Invoicing Company, as the case may be, and shall thereupon be a debt owed by the Owner of the Unit whose occupants have consumed the electricity 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 of Directors from time to time acting reasonably in the event of such default. Interest will accrue on arrears of money owing for electricity consumption at a rate equal to that for arrears of common expense payments as set out in the Corporation's Declaration and/or By-laws.
- (iv) In the event a Unit Owner is in default of payment of invoices to the energy supplier or the Meter Reading/Invoicing Company, as the case may be, the payment of which is a condition of being supplied or continuing to be supplied with electricity, the Corporation has the right to require an Owner to maintain a deposit with the Corporation in an amount equal to two months' common expense fees. The

Corporation is entitled to apply such deposits against monies owing by a defaulting Owner with respect to the supply of electricity.

- (v) Notwithstanding any other provisions of this Declaration, the Corporation authorizes entry to Units and the Common Elements by the energy supplier or the Meter Reading/Invoicing Company, or their respective subcontractors from time to time, as deemed necessary by the energy supplier or the Meter Reading/Invoicing Company for the purposes of conducting inspection, maintenance, repair and reading of the electrical metering system. The Corporation shall be responsible for maintenance, repair and calibration of the meters, from time to time, which shall constitute a common expense. Work that is required within a Unit or Common Elements (including exclusive use Common Elements) in order to facilitate the usage and operation of the electrical metering system is also permitted and authorized upon not less than twenty-four (24) hours' notice to the Owner of the Unit if access to the Unit is required except in the case of emergency, whereupon no notice is required.
- (vi) The Corporation shall be entitled, subject to complying with all other laws and regulations, to either stop the supply of electricity to any Unit where payments owing for same are more than thirty (30) days in arrears and/or to register a common expense lien against the Unit.
- (vii) This paragraph 2.3 shall apply to any successor or assignee of the energy supplier or the Meter Reading/Invoicing Company, or to any company the Corporation shall contract with for the reading of electrical submetering and the collection of monies for the provision of electricity to a Unit.

2.4 Reserve Fund

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

2.5 Status Certificate

The Corporation shall provide a status certificate to any requesting party who has paid (in advance) the applicable fees charged by the Corporation for providing same, in accordance with the provisions of the Act, together with all accompanying documentation and information prescribed by the Act. The Corporation shall forthwith provide the Declarant (and/or any purchaser, transferee or mortgagee of a Unit from the Declarant) with a status certificate and all such accompanying documentation and information, as may be requested from time to time by or on behalf of the Declarant (or by any such purchaser, transferee or mortgagee) in connection with the Declarant's sale, transfer or mortgage of any Unit(s), all at no charge or fee to the Declarant or the person requesting same on behalf of the Declarant.

ARTICLE III.

COMMON ELEMENTS

3.1 Use of Common Elements

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

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

- (a) will result in a contravention of any term or provision set out in the Act, this Declaration, the By-laws and Rules of the Corporation;
- (b) is likely to damage the property of the Condominium, injure any person, or impair the structural integrity of any Unit or the Common Elements;

- (c) will unreasonably interfere with the use and enjoyment by the other Owners of the Common Elements and/or their respective Units; or
- (d) may result in the cancellation (or threatened cancellation) of any policy of insurance obtained or maintained by the Corporation, or that may significantly increase any applicable insurance premium(s) with respect thereto, or any deductible portion in respect of such policy.

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

3.2 Exclusive Use Common Elements

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

Each Owner, upon the Corporation's request, shall provide to the Corporation or to any of its authorized workmen, servants, agents or contractors, access to and use of the exclusive use Common Elements for the purpose of facilitating the maintenance and repair of same and any other part of the Common Elements, any other Unit or any other part of the building and, in particular, and without limiting the generality of the foregoing, for the purpose of installing or operating window washing equipment.

3.3 Restricted Access

- (a) Without the consent in writing of the Board, no Owner shall have a right of access to those parts of the Common Elements used from time to time for the care, maintenance or operation of the Property or any part thereof as designated by the Board, from time to time.
- (b) No one shall be entitled to place or affix any matter or thing directly on top of any rooftop structure which encloses or houses the mechanical and chiller room, the elevator shafts, the stairwells, the catwalks, the cooling tower, the boiler room and/or the fresh air ducts; and
- (c) This paragraph 3.3 shall not apply to any mortgagee holding mortgages on at least thirty percent (30%) of the Units who shall have a right of access for inspection upon forty-eight (48) hours notice to the Corporation or its property manager.

3.4 Modifications of Common Elements, Assets and Services

(a) General Prohibition

- (i) No Owner shall make any change or alteration to the Common Elements whatsoever, including any installation(s) thereon, nor alter, decorate, renovate, maintain or repair any part of the Common Elements (except for maintaining those parts of the Common Elements which he or she has a duty to maintain in accordance with the provisions of this Declaration) without obtaining the prior written approval of the Board and having entered into an agreement with the Corporation in accordance with section 98 of the Act.
- (ii) Neither the Corporation nor any Owner shall place on the Common Elements or on the exterior of the building, or fence, tree or other structures located upon the Common Elements, any signs, billboards, notices, or other advertising matters of any kind or any Christmas or any festive lighting which are visible from the adjacent Park Lawn Cemetery. No spotlight, search light or other form of direct illumination shall be placed on any part of the Common Elements whose source is visible from the adjacent Park Lawn Cemetery or whose beam is directed from the Common Elements towards the adjacent Park Lawn Cemetery. This shall not prevent landscaped lighting on the Common Elements which emanates from grade level and is directed to illuminate the Common Elements.

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

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

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

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

3.5 Declarant Rights

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

- (i) the Declarant or a related company, and its authorized agents, representatives and/or invitees shall have free and uninterrupted access to and egress from the Common Elements, for the purposes of implementing, operating and/or administering the Declarant's or a related company's marketing, sale, construction and/or customer-service program(s) with respect to any unsold Units in this Condominium from time to time;
- (ii) the Declarant or a related company, and its authorized agents or representatives shall be entitled to erect and maintain signs and displays for marketing/sale/leasing purposes, as well as model suites and one or more offices for marketing, sales, leasing, construction and/or customer-service purposes, upon any portion of the Common Elements, and within or outside any unsold Units, at such locations and having such dimensions as the Declarant may determine in its sole and unfettered discretion, all without any charge to the Declarant for the use of the space(s) so occupied, nor for any utility services (or any other usual or customary services) supplied thereto or consumed thereby, nor shall the Corporation (or any one else acting on behalf of the Corporation) prevent or interfere with the provision of utility services (or any other usual or customary services) to the Declarant's marketing/sales/construction/customer-service office(s) and said model suites; and
- (iii) the Corporation shall ensure that no actions or steps are taken by anyone which would prohibit, limit or restrict the access and egress of the Declarant or a related company, and its authorized agents, representative and/or invitees over the Common Element areas of this Condominium;

until such time as all of the Units in this Condominium have been transferred by the Declarant.

3.6 Pets

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

3.7 Visitor Parking

The visitor parking spaces shall form part of the Common Elements and shall be for use by visitors to the Corporation. These parking spaces may not be leased or sold to any Owner or otherwise assigned. The parking spaces shall be maintained by the Corporation and shall be used by visitors to the Property for the parking of their motor vehicles and shall not be used by Residential Unit Owners or for any other purpose whatsoever. Each parking space shall be individually designated as visitor parking by means of clearly visible signs. The Declarant, its sales and management personnel, agents, sub-trades, invitees and prospective purchasers, may park motor vehicles within the visitor parking spaces until such time as title

to all Residential Units in this Corporation and the Parking Units has been conveyed by the Declarant.

ARTICLE IV.

UNITS

4.1 General Use

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

- (a) No Unit shall be occupied or used by an Owner or anyone else, in such a manner as is likely to damage or injure any person or property (including any other Units or any portion of the Common Elements) or in a manner that will impair the structural integrity, either patently or latently, of the Units and/or Common Elements, or in a manner that will unreasonably interfere with the use or enjoyment by other owners of the Common Elements or their respective Units, or that may result in the cancellation or threat of cancellation of any insurance policy referred to in this Declaration, or that may increase any insurance premiums with respect thereto, or in such a manner as to lead to a breach by an Owner or by the Corporation of any provisions of this Declaration, the By-laws, and/or any agreement authorized by By-law. If the use made by an Owner of a Unit, other than the Declarant (except as is contemplated in this Declaration or in the By-laws, or in any agreement authorized by By-law) causes injury to any person or causes latent or patent damage to any Unit or to any part of the Common Elements, or results in the premiums of any insurance policy obtained or maintained by the Corporation being increased, or results in such policy being canceled, then such Owner shall be personally liable to pay and/or fully reimburse the Corporation for all costs incurred in the rectification of the aforesaid damages, and for such increased portion of the insurance premiums so payable by the Corporation (as a result of such Owner's use) and such Owner shall also be liable to pay and/or fully reimburse the Corporation for all other costs, expenses and liabilities suffered or incurred by the Corporation as a result of such Owner's breach of the foregoing provisions of this subparagraph and such Owner shall pay with his or her next monthly contribution towards the common expenses after receipt of a notice from the Corporation, all increases in premiums in respect of such policy or policies of insurance. All payments pursuant to this clause are deemed to be additional contributions towards common expenses and recoverable as such.
- (b) Each Owner shall comply, and shall require all members of his or her family, occupants, tenants, invitees, servants, agents, contractors and licensees of his or her Unit to comply with the Act, the Declaration, the By-laws, and all agreements authorized by By-law and the Rules.
- (c) No change shall be made in the colour of any exterior glass, window, door or screen of any Unit except with the prior written consent of the Board. Each Owner shall ensure that nothing is affixed, attached to, hung, displayed or placed on the exterior walls, including awnings and/or storm shutters, doors or windows of the building, nor shall an Owner grow any type of plant, shrubbery, flower, vine or grass outside his or her Unit, except with the prior written consent of the Board, and further, when approved, subject to the Rules. All shades or other window coverings shall be white or off-white when visible from the outside and all draperies shall be lined in white or off-white to present a uniform appearance to the exterior of the building. No Owner shall place on the exterior of any Unit or exclusive use Common Elements any Christmas or any festive lighting which is visible from the adjacent Park Lawn Cemetery. No spot light, search light, or other form of direct illumination shall be placed on any Unit or exclusive use Common Elements, whose source is visible from the adjacent Park Lawn Cemetery or whose beam is directed from the Corporation towards the adjacent Park Lawn Cemetery. This shall not prevent normal ambient lighting emanating from the windows in any Unit or Common Elements. No clothesline or similar device shall be allowed on any portion of the Property nor shall clothes or other laundry be hung anywhere on the Property.
- (d) No exterior aerial, antenna or satellite dish shall be placed on the Property, including Units and Common Elements, unless the Board consents in writing to the said antenna, aerial or satellite dish which consent may be arbitrarily withheld.

4.2 Residential Units

- (a) Each Residential Unit shall be occupied and used only for those purposes permitted in accordance with the applicable zoning by-laws pertaining to the Property and for no other purpose whatsoever. The number of individuals who may occupy a Residential Unit shall be the same as the number permitted by the local municipal by-laws from time to time. The foregoing shall not prevent the Declarant from completing the building and all improvements to the Property, maintaining Units as models for display and sale purposes, and otherwise maintaining construction offices, displays and signs for marketing/sales/leasing purposes upon the Common Elements, and within or outside any unsold Unit for the marketing of Units in this Corporation or in any other project being developed by the Declarant or its affiliates, until registered title to all Units in this Corporation has been conveyed by the Declarant, or its related companies.
- (b) No sign, advertisement or notice of any type shall be inscribed, painted, affixed or displayed on any part of the inside or outside of any Unit, except for signs marketing the Property or the Corporation or Units contained therein by the Declarant and/or its related companies.
- (c) No animal, livestock or fowl of any kind other than two (2) general household domestic pets, being cats, dogs, canaries, budgies, or other small caged birds, or an aquarium of goldfish or tropical fish, shall be kept or allowed in any Unit. No pet, which is deemed by the Board or the property manager, in their absolute discretion, to be a nuisance shall be kept by any Owner in any Unit. Such Owner shall, within two (2) weeks of receipt of a written notice from the Board requesting the removal of such pet, permanently remove such pet from the Property. No breeding of pets for sale or otherwise shall be carried on, in or around any Unit. Notwithstanding the generality of the foregoing, no pet deemed by the Board, in their sole and absolute discretion, to be a danger to the residents of the Corporation, shall be permitted in any Unit.
- (d) In the event the Board determines, in its sole discretion, acting reasonably, that any noise, odour or offensive action is being transmitted to another Unit or the Common Elements and that such noise, odour or offensive action is an annoyance and/or a nuisance and/or disruptive (regardless of whether that Unit or the Common Elements is adjacent to or wherever situated in relation to the offending Unit), then the Owner of such Unit shall at his or her own expense take such steps as shall be necessary to abate such noise, odour or offensive action to the satisfaction of the Board. In the event the Owner of such Unit fails to abate the noise, odour or offensive action, then the Board may take such steps as it deems necessary to abate the noise, odour or offensive action and the Owner shall be liable to the Corporation for all expenses incurred by the Corporation in abating the noise, odour or offensive action, which expenses are to include reasonable solicitor's fees on a solicitor and his or her own client basis. In order to reduce the penetration of sound from one Unit to another Unit, not less than seventy-five percent (75%) of the floor area of the pre-finished or engineered hardwood floor surface in the den and/or bedroom(s), where applicable, in each Residential Unit shall be covered by broadloom or by an area rug with suitable underpadding, all at the Owner's expense. Any Owner who wishes to install pre-finished or engineered hardwood or tile flooring in the den area and/or bedroom(s) shall first obtain the written consent of the Board to such installation, which shall include appropriate sound attenuation measures satisfactory to the Board.
- (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 or her Unit without the prior written consent of the Board, which consent shall be in the sole and unfettered discretion of the Board and may be subject to such conditions as may be determined by the Board.
- (f) (i) For the purpose of this subparagraph, "Vertical/Horizontal Party Wall" means a vertical or horizontal wall constructed along the boundary between two (2) Residential Units shown in the Description as a vertical or horizontal plane. Where and to the extent that concrete, concrete block or masonry portions of walls/floors/ceilings or columns located within the Residential Units are not load-bearing walls or columns, and contain no service conduits that service any other Unit or the Common Elements, an Owner may, with the prior written consent of the Board which may attach any reasonable conditions to its consent, including obtaining the approval of the insurer of the Property and the Owner's written agreement to indemnify and save the Corporation harmless from and against any and all costs, expenses, damages, claims,

and/or liabilities which the Corporation may suffer or incur as a result of or in connection with such work:

- (a) erect, remove or alter any internal walls or partitions within his or her Residential Unit; or
 - (b) where he/she is the Owner of two (2) or more adjoining Residential Units, erect, remove or alter along all or part of those portions of the vertical or horizontal boundaries of each of such adjoining Residential Units shown in the Description as a line or plane, any Vertical/Horizontal Party Wall between his or her Residential Unit and such adjoining Residential Unit, or any soundproofing or insulating material on his or her Residential Unit side of such Vertical/Horizontal Party Wall.
- (ii) Prior to performing any work which an Owner is entitled to perform pursuant to subparagraph (i) above, the Owner shall lodge with the Board the drawings and specifications detailing the location, materials and method of construction and installation of such work, together with a certificate addressed to the Corporation from a duly qualified architect and/or structural engineer certifying that if the work is carried out in accordance with the drawings and data so lodged with the Board, the structural integrity of the Common Elements will not be impaired and such work will not interfere with or impair any structure where there is functioning or operating machinery and equipment which is part of the Common Elements.
- (iii) All work performed under subparagraph (i) above will be carried out in accordance with:
- (a) the provisions of all relevant municipal and other governmental by-laws, rules, regulations or ordinances;
 - (b) the provisions of the By-Laws of the Corporation and the conditions, if any, of approval by the Board; and
 - (c) the drawings, specifications and data lodged with the Board.
- (iv) Forthwith following the completion of any work which an Owner is entitled to perform pursuant to subparagraph (i) above, the Owner shall deliver a further certificate from the said architect and/or engineer, or such other architect and/or engineer as may be acceptable to the Board, certifying that the work has in fact been completed in accordance with the drawings and data previously lodged with the Board, the structural integrity of the Common Elements has not been impaired, and that such work has not interfered with or impaired any structure or the functioning or operation of any machinery and equipment which is part of the Common Elements; or failing such certifications, specifying in reasonable detail the reasons why such certification cannot be made.
- (v) Notwithstanding the removal of the whole or any portion of any demising or partition wall or floor/ceiling as aforesaid, the adjoining Residential Units thereto shall still constitute two separate Residential Units, as illustrated in the Description and all obligations of the Owner(s) of the said two adjoining Residential Units, whether arising under the Act, the Declaration, the By-Laws or the rules of the Condominium, shall remain unchanged.
- (vi) This subparagraph (f) shall not apply to the Declarant who shall have absolute discretion to effect any and all work to complete the Units and/or repair same pursuant to its warranty obligations.

4.3 Parking Units

- (a) Each Parking Unit shall be used and occupied only for the parking of a motor vehicle as may be from time to time defined in the Rules of the Corporation. Compact Parking Units will only accommodate motor vehicles commonly known as "compact cars". Each Owner shall maintain his or her Parking Unit in a clean and sightly condition, notwithstanding that the Corporation may make provision in its annual budget for cleaning of Parking Units.

- (b) The Declarant, at its option, shall have the right to use and allow its sales staff, authorized personnel or any prospective purchaser or tenant to use any unsold Parking Unit which right shall continue until such time as all Residential Units and Parking Units in the Corporation have been conveyed by the Declarant.
- (c) Notwithstanding the provisions of this paragraph, in the event the Corporation becomes the Owner of certain of the Parking Units, the Board of Directors may, from time to time, designate the said Units for alternate uses, provided that such alternate use is in accordance with the requirements and the by-laws of the applicable governmental authority and approved by a majority of Owners at a meeting duly called for that purpose.
- (d) Any or all of the Parking Units in this Condominium may at any time be sold, leased, charged, transferred or otherwise conveyed, either separately or in combination with any other Units, provided however, that any sale, lease, transfer, assignment or other conveyance of any Parking Unit shall be made only to the Declarant, to the Corporation or to any owner of a Residential Unit in this Corporation. Parking Units may be leased to tenants in actual occupation of Residential Units subject to the provisions in this Article IV of the Declaration.
- (e) Parking Units 35, 37 and 41 on Level A and Parking Unit I on Level B are designated for the disabled (hereinafter, the "Disabled Parking Unit(s)") and if so designated, the Disabled Parking Unit(s) shall be subject to the following:
 - (i) In the event that a "disabled driver", as defined in the regulations promulgated pursuant to the Highway Traffic Act R.S.O. 1990 c.H.8, as amended from time to time, including a driver whose licence plate incorporates the international symbol for the disabled, purchases or leases a Residential Unit and a Parking Unit which is not designated for the disabled, the owner or any person occupying the Disabled Parking Unit shall (if not disabled), upon notice from the Corporation and at the request of the disabled driver, exchange the right to occupy the Disabled Parking Unit with the disabled driver for the Parking Unit which was purchased or leased by the disabled driver, said exchange of the right to occupy said space to continue for the full period of the disabled driver's residence in the building.
 - (ii) When a disabled driver requests an exchange of occupancy rights for the Disabled Parking Unit, the Corporation shall forthwith notify the owner of and any person occupying the Disabled Parking Unit and the owner and/or occupant shall complete the exchange of use immediately upon delivery of the notice provided said Owner or occupant is not disabled.
 - (iii) No rent, charges, fees or costs whatsoever shall be charged by the owner, occupant or the Corporation in connection with the exchange of the right to occupy.

4.4 Locker Units and Privacy Locker Units

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

be made only to the Declarant, to the Corporation, to any Owner of a Residential Unit in this Corporation. Locker Units and Privacy Locker Units may be leased to tenants in actual occupation of Residential Units subject to the provisions of this Article IV of the Declaration.

4.5 Guest Suite Unit

The Guest Suite Unit shall only be used to provide overnight accommodation for the guests of the Owners and tenants of the Residential Units in this Corporation and a service/cleaning charge will have to be paid, in advance for each night of occupancy thereof, in accordance with the Rules passed by the Board of Directors from time to time in connection therewith. The use of the Guest Suite Unit shall be subject to the terms and provisions of all applicable municipal by-laws and regulations pertaining to the Property, and any agreement(s) entered into by the Corporation with any management/cleaning firm pertaining to same, and shall also be governed by the Rules of the Corporation in force from time to time.

The Corporation shall purchase from the Declarant the Guest Suite Unit for a purchase price of Ninety Thousand (\$90,000.00) Dollars inclusive of GST. The Corporation shall give and the Declarant (or such entity as directed by the Declarant) shall take back a mortgage (the "Mortgage") for the full purchase price payable on the following terms and conditions:

- (a) the Mortgage shall bear no interest and no payments are to be made for the first year from the registration date of the Condominium;
- (b) the Mortgage shall bear interest at the rate of seven (7%) percent per annum, calculated semi-annually not in advance, having a term and amortization of ten (10) years commencing on the first anniversary of the date of registration of the Condominium and shall be repayable in blended monthly instalments on account of principal and interest of One Thousand and Forty-four Dollars and Ninety-eight Cents (\$1,044.98) commencing one month after the first anniversary of the registration date as aforesaid;
- (c) the Mortgage shall be fully open and may be prepaid in full or in part without notice or bonus.

The actual transfer of ownership of the Guest Suite Unit by the Declarant to the Corporation shall occur within one hundred and twenty (120) days following registration of this Corporation or such earlier date as the Declarant may determine in its sole and unfettered discretion. All income from the Guest Suite Unit shall be the property of the Corporation. The Corporation shall be responsible for and be obligated to pay the applicable land transfer tax, all common expenses and all other expenses, including realty taxes, relating to the Guest Suite Unit.

4.6 Leasing of Units

Notification of Lease:

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

- (e) The term of any lease of a Parking Unit, (or similar unit used for parking purposes) or Locker Unit shall terminate immediately upon the tenant ceasing to reside in the Condominium.

ARTICLE V.

MAINTENANCE AND REPAIRS

5.1 Repairs and Maintenance by Owner

- (a) Each Owner shall maintain his or her Unit, and subject to the provisions of this Declaration, each Owner shall repair his or her Unit after damage, all at his or her own expense. Without limiting the generality of the foregoing, each Owner shall maintain:
 - (i) the interior surface of doors which provide the means of ingress and egress from his or her Unit and repair damage to those doors caused by the negligence of the Owner, residents, family members, guests, visitors, tenants, licensees or invitees to his or her Unit;
 - (ii) the interior surface of all windows in Residential Units and interior and exterior surfaces of all windows and window sills contiguous to his or her Unit and which are accessible by a patio, balcony or terrace, together with the patio, balcony or terrace itself which has been designated as an exclusive use area in respect of such Unit; and shall be responsible for the costs incurred by the Corporation to repair damage to those windows caused by the negligence of the Owner, residents, family members, guests, visitors, tenants, licensees or invitees to the Unit;
 - (iii) all pipes, wires, cables, conduits, ducts and mechanical or similar apparatus, that supply any service to his or her Unit only;
 - (iv) all exhaust fans and fan motors located in the kitchen and bathroom areas of the Unit or adjacent Common Elements and which services the Unit;
 - (v) his or her Parking Unit in a clean and sightly condition, notwithstanding that the Corporation may make provision in its annual budget for the cleaning of said Units;
 - (vi) and repair his or her Privacy Locker Unit and maintain same in a clean and sightly condition;
 - (vii) his or her Locker Unit in a clean and sightly condition;
 - (viii) the exclusive use patio, balcony or terrace to which his or her Unit has exclusive use in a clean and sightly condition, including the maintenance and repair of all terrace and balcony surfacing materials (excluding any concrete surface, where applicable);
 - (ix) as well as, replace and repair, in respect of the Residential Units, any system, appliance or fixture that serves his or her own Unit, including the heating, air conditioning and ventilation systems and equipment including thermostatic controls contained within and servicing the Owner's Unit (to and including the shut-off valve, if applicable) such maintenance to include regularly scheduled inspections of all such equipment. Such periodic maintenance shall include the cleaning and replacement of air filters, at the Owner's expense, provided such maintenance, repairs and/or replacements shall only be conducted by personnel approved by the Board. The Corporation may make provision in its annual budget for the maintenance and repair of the heating system, servicing each Unit, including the replacement of air filters, whereupon such costs shall be allocated as part of the Common Expenses. Each Owner shall be liable for any damage to the Unit and/or Common Elements due to the malfunction of such equipment caused by the act or omission of an Owner, his/her servants, residents, family members, guests, visitors, agents, tenants, licensees or invitees. No Owner shall make any change, alteration or addition in or to such equipment without the prior written consent of the Board;

- (x) and repair gas fireplaces, if any, within the Unit, provided that only persons certified to repair gas appliances shall be allowed to perform such services; and
 - (xi) and repair all improvements or betterments made to the foregoing.
- (b) The Corporation shall make any repairs that an Owner is obliged to make pursuant to paragraph 5.1 and that the Owner does not make within a reasonable time and in such an event, an Owner shall be deemed to have consented to having said repairs done by the Corporation, and an Owner shall reimburse the Corporation in full for the cost of such repairs, including any legal or collection costs incurred by the Corporation to collect the costs of such repairs, and all such sums of money shall bear interest at the rate of eighteen (18%) per cent per annum. The Corporation may collect all such sums of money in such instalments as the Board may decide upon. The instalments shall form part of the monthly contributions towards the common expenses of such Owner, after the Corporation has given written notice thereof. All such payments are deemed to be additional contributions towards the common expenses and recoverable as such.

5.2 Responsibility of Owner for Damage

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

5.3 Repair and Maintenance by Corporation

- (a) Save as otherwise specifically provided in this Declaration to the contrary, the Corporation shall maintain, and repair after damage, the Parking Units, Locker Units and Privacy Locker Units and the Common Elements other than any improvements to (and/or any facilities, services or amenities installed by any Unit Owner upon) any Common Element areas set aside for the exclusive use of any Owner. In order to maintain a uniformity of appearance throughout the Condominium, the Corporation's duty to maintain and repair shall extend to all exterior surfaces of doors which provide access to the Units, exterior door frames, exterior window frames and all exterior window surfaces, and where applicable, any exterior perimeter fences erected by the Declarant along the boundaries of the Property.
- (b) Notwithstanding anything provided in paragraph 5.3(a) hereof to the contrary, it is understood and agreed that each Owner shall be responsible for the maintenance of all interior door and window surfaces with respect to his or her Residential Unit.
- (c) Every Owner shall forthwith reimburse the Corporation for repairs to windows and doors serving his or her Unit, following damage to same caused by such Owner's negligence, or the negligence of his or her servants, residents, family members, guests, visitors, agents, tenants, licensees or invitees

ARTICLE VI.

INDEMNIFICATION

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

ARTICLE VII.

INSURANCE

7.1 By the Corporation

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

(a) "All Risk" Insurance:

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

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

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

(b) Policy Provisions

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

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

(c) Public Liability Insurance:

Public liability and property damage insurance, and insurance against the Corporation's liability resulting from breach of duty as occupier of the Common

Elements insuring the liability of the Corporation and the Owners from time to time, with limits to be determined by the Board, but not less than TWO MILLION (\$2,000,000.00) DOLLARS per occurrence and without right of subrogation as against the Corporation, its directors, officers, manager, agents, employees and servants, and as against the Owners and any member of the household or guests of any Owner or occupant of a Unit.

(d) Boiler, Machinery and Pressure Vessel Insurance

Insurance against the Corporation's liability arising from the ownership, use or occupation, by or on its behalf of boilers, machinery, pressure vessels and motor vehicles to the extent required as the Board may from time to time deem advisable.

7.2 General Provisions

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

7.3 By the Owner

- (a) It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the Corporation and that the following insurance, must be obtained and maintained by each Owner at such Owner's own expense:
 - (i) Insurance on any improvements to a Unit to the extent same are not covered as part of the standard unit for the class of unit to which the Owner's Unit belongs by the insurance obtained and maintained by the Corporation and for furnishings, fixtures, equipment, decorating and personal property and chattels of the Owner contained within the Unit and the personal property and chattels stored elsewhere on the Property, including automobiles, and for loss of use and occupancy of the Unit in the event of damage. Every such policy of insurance shall contain waiver(s) of subrogation against the Corporation, its directors, officers, manager, agents, employees and servants, and against the

other Owners and any members of their households or guests except for any damage arising from arson, fraud, vehicle impact, vandalism or malicious mischief caused or contributed by any of the aforementioned parties;

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

7.4 Indemnity Insurance for Directors and Officers of the Corporation

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

ARTICLE VIII

INSURANCE TRUSTEE AND PROCEEDS OF INSURANCE

- 8.1 The Corporation is authorized to enter into an agreement with an Insurance Trustee which shall be a Trust Company registered under the *Loan and Trust Corporations Act*, or shall be a Chartered Bank, which agreement shall, without limiting its generality, provide the following:
- (a) the receipt by the Insurance Trustee of any proceeds of insurance in excess of fifteen (15%) percent of the replacement cost of the property covered by the insurance policy;
 - (b) the holding of such proceeds in trust for those entitled thereto pursuant to the provisions of the Act, this Declaration, and any amendments thereto;
 - (c) the disbursement of such proceeds in accordance with the provisions of the Insurance Trust Agreement; and
 - (d) the notification by the Insurance Trustee to the mortgagees of any insurance monies received by it.

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

8.2 In the event that:

- (a) the Corporation is obligated to repair or replace the Common Elements, any Unit, or any asset insured in accordance with the provisions of the Act, the Insurance Trustee shall hold all proceeds for the Corporation and shall disburse same in accordance with the provisions of the Insurance Trust Agreement in order to satisfy the obligation of the Corporation to make such repairs;
- (b) there is no obligation by the Corporation to repair or replace, and if there is termination in accordance with the provisions of the Act, or otherwise, the Insurance Trustee shall hold all proceeds for the Owners in the proportion to their respective

interests in the Common Elements and shall pay such proceeds to the Owners in such proportions upon registration of a notice of termination by the Corporation. Notwithstanding the foregoing, any proceeds payable as aforesaid shall be subject to payment in favour of any mortgagee or mortgagees to whom such loss is payable in any policy of insurance and in satisfaction of the amount due under a Certificate of Lien registered by the Corporation against such Unit, in accordance with the priorities thereof;

- (c) the Board, in accordance with the provisions of the Act, determines that:
- (i) there has not been substantial damage to at least twenty-five (25%) per cent of the building; or
 - (ii) there has been substantial damage to at least twenty-five (25%) per cent of the building and within sixty (60) days thereafter the Owners who own eighty (80%) per cent of the Units do not vote for termination,

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

ARTICLE IX.

DUTIES OF THE CORPORATION

- 9.1 In addition to any other duties or obligations of the Corporation set out elsewhere in this Declaration and/or specified in the By-laws of the Corporation, the Corporation shall have the following duties, namely:
- (a) To ensure that no actions or steps are taken by or on behalf of the Corporation or by any Unit Owner which would in any way prohibit, restrict, limit, hinder or interfere with the Declarant's access and egress over any portion of the Property so as to enable the Declarant to construct, complete, maintain and repair the Condominium and the building.
 - (b) To ensure that no actions or steps are taken by or on behalf of the Corporation, or by any Unit Owner or their respective tenants or invitees which would prohibit, restrict, limit, hinder or interfere with the Declarant's ability to utilize portions of the Common Elements for its marketing/sales/construction programs in connection with the Condominium, as more particularly set out in the foregoing provisions of this Declaration.
 - (c) To enter into, abide by and comply with, the terms and provisions of any outstanding subdivision, condominium, site plan, development or similar agreements (as well as enter into a formal assumption agreement with the City of Toronto or other governmental authorities relating thereto, if so required by the City of Toronto or other governmental authorities).
 - (d) To accept and register the transfer/deed from the Declarant of the Guest Suite Unit and to complete and execute all requisite documentation and affidavits necessary to effect the registration of such conveyance including all relevant mortgage documentation, all without cost to the Declarant.
 - (e) When the Corporation formally retains an independent consultant (who holds a certificate of authorization within the meaning of *The Professional Engineers Act R.S.O. 1990*, as amended, or alternatively a certificate of practice within the meaning of *The Architects Act R.S.O. 1990*, as amended) to conduct a performance audit of the Common Elements on behalf of the Corporation, in accordance with the provisions of section 44 of the Act and section 12 of O.Reg.48/01 (hereinafter referred to as the "Performance Audit") at any time between the 6th month and the 10th month following the registration of this Declaration, then the Corporation shall have a duty to:
 - (i) permit the Declarant and its authorized employees, agents and representatives to accompany (and confer with) the consultant(s) retained to carry out the Performance Audit for the Corporation (hereinafter referred to as the "Performance Auditor") while same is being conducted, and to provide the

Declarant with at least fifteen (15) days written notice prior to the commencement of the Performance Audit; and

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

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

- (f) To take all reasonable steps to collect from each Unit Owner his or her proportionate share of the common expenses and to maintain and enforce the Corporation's lien arising pursuant to the Act, against each Unit in respect of which the Owner has defaulted in the payment of common expenses.
- (g) To grant, immediately after registration of this Declaration, if required, an easement in perpetuity in favour of utility suppliers or cable television operators, over, under, upon, across and through the Common Elements, for the purposes of facilitating the construction, installation, operation, maintenance and/or repair of utility or cable television lines or equipment (and all necessary appurtenances thereto) in order to facilitate the supply of utilities and cable television service to each of the Units in the Condominium and if so requested by the grantees of such easements, to enter into (and abide by the terms and provisions of) an agreement with the utility and/or cable television suppliers pertaining to the provision of their services to the Condominium and for such purposes shall enact such By-laws or resolutions as may be required to sanction the foregoing.
- (h) To take all actions reasonably necessary as may be required to fulfill any of the Corporation's duties and obligations pursuant to this Declaration.

ARTICLE X.

GENERAL MATTERS AND ADMINISTRATION

10.1 Rights of Entry to the Unit

- (a) The Corporation or any insurer of the Property or any part thereof, their respective agents, or any other person authorized by the Board, shall be entitled to enter any Unit or any part of the Common Elements over which any Owner has the exclusive use, at all reasonable times and upon giving reasonable notice, to perform the objects and duties of the Corporation, and, without limiting the generality of the foregoing, for the purpose of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy and remedying any condition which might result in damage to the Property or any part thereof or carrying out any duty imposed upon the Corporation.
- (b) The Corporation, its agents or any other person authorized by the Board shall be entitled to enter where necessary, any Unit or any part of the Common Elements over which the owners of such Units have the exclusive use at such reasonable time(s) to facilitate window washing. Owners shall not obstruct nor impede access to window washing anchors located within exclusive use Common Elements.
- (c) In case of an emergency, an agent of the Corporation may enter a Unit at any time and this provision constitutes notice to enter the Unit in accordance with the Act for the purpose of repairing the Unit, Common Elements, including any part of the Common Elements over which any Owner has the exclusive use, or for the purpose of correcting any condition which might result in damage or loss to the Property. The Corporation or anyone authorized by it may determine whether an emergency exists.
- (d) If an Owner shall not be personally present to grant entry to his or her Unit, the Corporation or its agents may enter upon such Unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof provided that they exercise reasonable care.

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

10.2 Invalidity

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

10.3 Waiver

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

10.4 Interpretation of Declaration

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

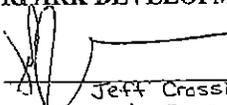
10.5 Headings

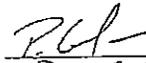
The headings in the body of this Declaration form no part of the Declaration but shall be deemed to be inserted for convenience of reference only.

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

DATED this 19 day of July, 2006.

BLOORPARK DEVELOPMENTS INC.

Per:  c/s
Name: Jeff Crossing
Title: Assistant Secretary

Per:  c/s
Name: PAOLO GIARDIERO
Title: TREASURER
We have authority to bind the Corporation

SCHEDULE "A"

In the City of Toronto, formerly in the City of Etobicoke and Province of Ontario, being composed of Part of the Road Allowance between Ranges 2 and 3, Closed by By-law 1984-194, Instrument TB202648, Kingsmill Reserve and Part of Lot 6, Range 2, Kingsmill Reserve, designated as PARTS 1, 2, 3, 4 and 5, on a Plan of Survey of record deposited in the Land Titles Division of the Toronto Registry Office (No. 66) as Plan 66R-21992, hereinafter referred to as the "Condominium Lands".

SUBJECT TO easements in favour of the owner(s), their tenants, lessees and invitees of those Parts of Lots 5 and 6, Range 2, Kingsmill Reserve, Part of the Road Allowance between Ranges 2 and 3, Closed by By-law 1984-194, Instrument TB202648, Kingsmill Reserve and Part of Lot 5, Range 3, Kingsmill Reserve, designated as PARTS 1, 2, 3, 4 and 5 on a Plan of Survey of record deposited in the Land Titles Division of the Toronto Registry Office (No. 66) as Plan 66R-19766, which said easements are as follows and are as set out in Instrument CA786774.

- a) over those Parts of Lot 6, Range 2, Kingsmill Reserve and Part of the Road Allowance between Ranges 2 and 3, Closed by By-law 1984-194, Instrument TB202648, Kingsmill Reserve, designated as PARTS 2 and 4 on said Plan 66R-21992, to permit any reasonable and practical pedestrian and vehicular ingress and egress.
- b) over those Parts of Lot 6, Range 2, Kingsmill Reserve, designated as PART 3 on said Plan 66R-21992, to permit any reasonable and practical pedestrian and vehicular ingress and egress for persons and equipment necessary or convenient or to permit access to, and the use, maintenance and protection of gravesites.

SUBJECT TO a right-of-way in favour of the owner(s), their successors, assigns, agents and employees of Part of the Road Allowance between Ranges 2 and 3, Closed by By-law 1984-194, Instrument TB202648, Kingsmill Reserve, designated as PART 7 on said Plan 66R-21992, over Part of the said Road Allowance designated as PART 4 on said Plan 66R-21992, for pedestrian and vehicular purposes, as set out in Instrument TB293953.

SUBJECT TO a right-of-way in favour of the owner(s), their successors, assigns, agents and employees of Part of the Road Allowance between Ranges 2 and 3, Closed by By-law 1984-194, Instrument TB202648, Kingsmill Reserve, designated as PART 7 on said Plan 66R-21992, over Part of the said Road Allowance designated as PART 4 on said Plan 66R-21992, for pedestrian and vehicular purposes, as set out in Instrument TB297215.

SUBJECT TO an easement in favour of the City of Toronto, formerly the City of Etobicoke, over Part of the Road Allowance between Ranges 2 and 3, Closed by By-law 1984-194, Instrument TB202648, Kingsmill Reserve, designated as PART 4 on said Plan 66R-21992, for the purposes as set out in Instrument TB293954.

SUBJECT TO an easement in favour of Rogers Cable Communications Inc., over the "Condominium Lands", for the purposes as set out in Instrument AT771796.

TOGETHER WITH an easement over Part of Lot 6, Range 2, Kingsmill Reserve, designated as PART 6 on said Plan 66R-21992, for the purposes as set out in Instrument CA783800, until such time the said PART 6 is dedicated by the City of Toronto as a Public Highway.

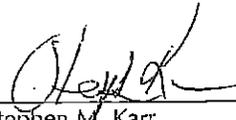
TOGETHER WITH an easement over Part of the Road Allowance between Ranges 2 and 3, Closed by By-law 1984-194, Instrument TB202648, Kingsmill Reserve, designated as PART 7 on said Plan 66R-21992, for the purposes as set out in Instrument TB297215.

Being All of P.I.N. 07498 – 0231 (LT).

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

Harris, Sheaffer, LLP.
duly authorized representatives for
BLOORPARK DEVELOPMENTS INC.

September 8, 2006
Dated

Per: 
Stephen M. Karr

SCHEDULE "B"

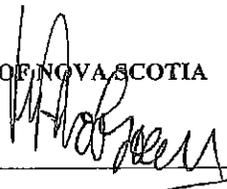
CONSENT

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

1. We, **THE BANK OF NOVA SCOTIA**, have a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998* registered as Number CA793542 in the Land Titles Division of the Toronto Registry Office (No. 66).
2. We consent to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
3. We postpone the mortgage and the interests under it to the declaration and the easements described in Schedule "A" to the Declaration.
4. We are entitled by law to grant this consent and postponement.

DATED this 14 day of July, 2006.

THE BANK OF NOVA SCOTIA

Per: 
Name: _____
Title: **Michael Francis Dobson,
Assistant General Manager
Real Estate Credit**

Per: _____
Name: _____
Title: _____

I/We have the authority to bind the Corporation.

B.N.S. Document
No. 114106
Approved for
Execution... JD

1. I Michael Francis Dobson, Assistant General Manager, Real Estate Credit, have the authority to bind the corporation.
2. Power of Attorney, registered as number C543438. To the best of my knowledge and belief, the Power of Attorney is still in full force and effect and gives the Attorney the authority to bind the corporation
3. At the time the document was executed. Michael Francis Dobson was the Assistant General Manager, Real Estate Credit of The Bank of Nova Scotia.

SCHEDULE "B"

CONSENT

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

1. We, **ST. PAUL GUARANTEE INSURANCE COMPANY**, have a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998* registered as Number AT558344 in the Land Titles Division of the Toronto Registry Office (No. 66).
2. We consent to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
3. We postpone the mortgage and the interests under it to the declaration and the easements described in Schedule "A" to the Declaration.
4. We are entitled by law to grant this consent and postponement.

DATED this 11th day of July, 2006.

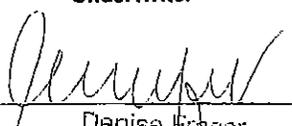
**ST. PAUL GUARANTEE INSURANCE
COMPANY**

Per: 

Name:

Title:

**Brian Argue
Underwriter**

Per: 

Name:

Title:

**Denise Fraser
Senior Underwriter**

I/We have the authority to bind the Corporation.

SCHEDULE "C"

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

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

1. BOUNDARIES OF THE RESIDENTIAL UNITS

(being Units 1 to 6 inclusive on Level 1, Units 1 to 20 inclusive on Level 2, Units 1 to 22 inclusive on Levels 3 to 6 inclusive, Units 1 to 15 inclusive on Level 7 and Units 1 to 6 inclusive on Level 8).

2. BOUNDARIES OF THE GUEST SUITE UNIT

(being Unit 7 on Level 1):

- a) Each Residential Unit and Guest Suite Unit is bounded vertically by:
 - i) the upper surface and plane of the concrete floor slab and its production.
 - ii) the lower surface and plane of the concrete ceiling slab and its production.
- b) Each Residential Unit and Guest Suite Unit is bounded horizontally by:
 - i) the backside surface and plane of the drywall sheathing and its production on walls separating one unit from another such unit or from the common element.
 - ii) the unit side surfaces of exterior doors, door frames, windows and window frames, said doors and windows being in a closed position, and the unit side surfaces of all glass panels contained therein.
 - iii) in the vicinity of ducts, pipe spaces and concrete columns, the unit boundaries are the backside surfaces and planes of the drywall sheathing enclosing said ducts, pipe spaces and concrete columns.

3. BOUNDARIES OF THE PARKING UNITS

(being Units 1 to 64 inclusive on Level A, Units 1 to 110 inclusive on Level B and Units 1 to 32 inclusive on Level C)

- a) Each Parking Unit is bounded vertically by:
 - i) the upper surface and plane of the concrete garage floor slab.
 - ii) the plane 2.10 metres perpendicularly distant above and parallel to the upper surface and plane of the concrete garage floor slab.

- b) Each Parking Unit is bounded horizontally by one or a combination of the following:
- i) the vertical plane established by measurement.
 - ii) the plane defined by the line and face of concrete columns and the production thereof.
 - iii) the plane defined by the centre-line of columns and the production thereof.
 - iv) the unit side surface and plane of the concrete or concrete block walls and the production thereof.
 - v) the vertical plane established perpendicular to the concrete wall and passing through the centre line of the concrete column and the production thereof.
 - vi) the vertical plane established by measurement and perpendicular to the concrete wall.

3. **BOUNDARIES OF THE PRIVACY LOCKER UNITS**

(being Units 8 to 11 inclusive, 33 to 45 inclusive, 52 to 56 inclusive and 76 to 94 inclusive and on Level 1).

- a) Each Privacy Locker Unit is bounded vertically by:
- i) the upper surface and plane of the concrete floor slab and production.
 - ii) the lower surface and plane of the concrete ceiling slab and production.
- b) Each Privacy Locker Unit is bounded horizontally by one or a combination of the following:
- i) the backside surface and plane of the drywall sheathing and production.
 - ii) the unit side surface and plane of the concrete or concrete block walls, where applicable.
 - iii) the vertical plane established by measurement.
 - iv) the unit side surface of the exterior door and door frame, said door being in a closed position and the unit side surface of all glass panels contained therein.
 - v) the unit side surface of the steel wire mesh and frame.

4. **BOUNDARIES OF THE LOCKER UNITS**

(being Units 12 to 32 inclusive, 46 to 51 inclusive, 57 to 75 inclusive and 95 to 108 inclusive on Level 1, Units 65 to 86 inclusive on Level A, Units 111 to 131 inclusive on Level B and Units 33 to 46 inclusive on Level C).

- a) Each Locker Unit is bounded vertically by:
- i) the upper surface and plane of the concrete floor slab and its production.

- ii) the lower surface and plane of the steel wire mesh and frame.
- b) Each Locker Unit is bounded horizontally by one or a combination of the following:
- i) the unit side surface and plane of the concrete or concrete block walls.
 - ii) the unit side surface of the steel wire mesh and frame.
 - iii) the backside surface and plane of the drywall sheathing and production, where applicable.

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

July 14, 2006
Dated


Danie Miret
Ontario Land Surveyor

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

SCHEDULE D			
MUNICIPAL	LEVEL	UNIT	PERCENTAGE CONTRIBUTION
NO.	NO.	NO.	TO COMMON EXPENSES
			AND PERCENTAGE INTEREST
			IN COMMON ELEMENTS
PARKING UNIT	A	1	0.03421
PARKING UNIT	A	2	0.03421
PARKING UNIT	A	3	0.03421
PARKING UNIT	A	4	0.03421
PARKING UNIT	A	5	0.03421
PARKING UNIT	A	6	0.03421
PARKING UNIT	A	7	0.03421
PARKING UNIT	A	8	0.03421
PARKING UNIT	A	9	0.03421
PARKING UNIT	A	10	0.03421
PARKING UNIT	A	11	0.03421
PARKING UNIT	A	12	0.03421
PARKING UNIT	A	13	0.03421
PARKING UNIT	A	14	0.03421
PARKING UNIT	A	15	0.03421
PARKING UNIT	A	16	0.03421
PARKING UNIT	A	17	0.03421
PARKING UNIT	A	18	0.03421
PARKING UNIT	A	19	0.03421
PARKING UNIT	A	20	0.03421
PARKING UNIT	A	21	0.03421
PARKING UNIT	A	22	0.03421
PARKING UNIT	A	23	0.03421
PARKING UNIT	A	24	0.03421
PARKING UNIT	A	25	0.03421
PARKING UNIT	A	26	0.03421
PARKING UNIT	A	27	0.03421
PARKING UNIT	A	28	0.03421
PARKING UNIT	A	29	0.03421
PARKING UNIT	A	30	0.03421
PARKING UNIT	A	31	0.03421
PARKING UNIT	A	32	0.03421
PARKING UNIT	A	33	0.03421
PARKING UNIT	A	34	0.03421
HANDICAP PARKING UNIT	A	35	0.03421
PARKING UNIT	A	36	0.03421
HANDICAP PARKING UNIT	A	37	0.03421
PARKING UNIT	A	38	0.03421
PARKING UNIT	A	39	0.03421
PARKING UNIT	A	40	0.03421
PARKING UNIT	A	41	0.03421
PARKING UNIT	A	42	0.03421
PARKING UNIT	A	43	0.03421
PARKING UNIT	A	44	0.03421
PARKING UNIT	A	45	0.03421
PARKING UNIT	A	46	0.03421
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PRIVACY LOCKER		1	9	0.01610
PRIVACY LOCKER		1	10	0.01610
PRIVACY LOCKER		1	11	0.01610
WIRE MESH LOCKER		1	12	0.01215
WIRE MESH LOCKER		1	13	0.01215
WIRE MESH LOCKER		1	14	0.01215
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WIRE MESH LOCKER		1	16	0.01215
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WIRE MESH LOCKER		1	32	0.01215
PRIVACY LOCKER		1	33	0.01209
PRIVACY LOCKER		1	34	0.01209
PRIVACY LOCKER		1	35	0.01209
PRIVACY LOCKER		1	36	0.01209
PRIVACY LOCKER		1	37	0.01209
PRIVACY LOCKER		1	38	0.01209
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PRIVACY LOCKER		1	44	0.01610
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PRIVACY LOCKER		1	76	0.01610
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PRIVACY LOCKER		1	91	0.01610
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PRIVACY LOCKER		1	93	0.01610
PRIVACY LOCKER		1	94	0.01610
WIRE MESH LOCKER		1	95	0.01215
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WIRE MESH LOCKER		1	97	0.01215
WIRE MESH LOCKER		1	98	0.00812
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102		1	2	0.63083
103		1	3	0.50563
104		1	4	0.65812
105		1	5	0.52007
106		1	6	0.64795
GUEST SUITE 107		1	7	0.00001
201		2	1	0.55164
202		2	2	0.88552
203		2	3	0.95936
204		2	4	0.54362
205		2	5	0.68808
206		2	6	0.68487
207		2	7	0.67738
208		2	8	0.68487
209		2	9	0.68220
210		2	10	0.52007
211		2	11	0.51633
212		2	12	0.44196
213		2	13	0.77262
214		2	14	0.88124
215		2	15	0.63458
216		2	16	0.65812
217		2	17	0.64795
218		2	18	0.48102
219		2	19	0.46764
220		2	20	0.64795
301		3	1	0.55164

302		3	2	0.88552
303		3	3	0.95936
304		3	4	0.54362
305		3	5	0.68808
306		3	6	0.68487
307		3	7	0.67738
308		3	8	0.68487
309		3	9	0.68220
310		3	10	0.52007
311		3	11	0.51633
312		3	12	0.44196
313		3	13	0.77262
314		3	14	0.88124
315		3	15	0.71162
316		3	16	0.65812
317		3	17	0.64795
318		3	18	0.61692
319		3	19	0.37882
320		3	20	0.37882
321		3	21	0.60782
322		3	22	0.64795
401		4	1	0.55164
402		4	2	0.88552
403		4	3	0.95936
404		4	4	0.54362
405		4	5	0.68808
406		4	6	0.68487
407		4	7	0.67738
408		4	8	0.68487
409		4	9	0.68220
410		4	10	0.52007
411		4	11	0.51633
412		4	12	0.44196
413		4	13	0.77262
414		4	14	0.88124
415		4	15	0.71162
416		4	16	0.65812
417		4	17	0.64795
418		4	18	0.61692
419		4	19	0.37882
420		4	20	0.37882
421		4	21	0.60782
422		4	22	0.64795
501		5	1	0.55164
502		5	2	0.88552
503		5	3	0.95936
504		5	4	0.54362
505		5	5	0.68808
506		5	6	0.68487
507		5	7	0.67738
508		5	8	0.68487
509		5	9	0.68220
510		5	10	0.52007
511		5	11	0.51633
512		5	12	0.44196
513		5	13	0.77262
514		5	14	0.88124

515		5	15	0.71162
516		5	16	0.65812
517		5	17	0.64795
518		5	18	0.61692
519		5	19	0.37882
520		5	20	0.37882
521		5	21	0.60782
522		5	22	0.64795
601		6	1	0.55164
602		6	2	0.88552
603		6	3	0.95936
604		6	4	0.54362
605		6	5	0.68808
606		6	6	0.68487
607		6	7	0.67738
608		6	8	0.68487
609		6	9	0.68220
610		6	10	0.52007
611		6	11	0.51633
612		6	12	0.44196
613		6	13	0.77262
614		6	14	0.88125
615		6	15	0.66293
616		6	16	0.60033
617		6	17	0.64795
618		6	18	0.61692
619		6	19	0.37882
620		6	20	0.37882
621		6	21	0.60782
622		6	22	0.64795
701		7	1	0.55164
702		7	2	0.85074
703		7	3	1.07921
704		7	4	0.68808
705		7	5	0.68487
706		7	6	0.67738
707		7	7	0.68487
708		7	8	0.68220
709		7	9	0.94277
710		7	10	0.97808
711		7	11	0.64795
712		7	12	0.61692
713		7	13	0.75924
714		7	14	0.60782
715		7	15	0.64795
PH 1		8	1	1.31142
PH 2		8	2	1.27076
PH 3		8	3	1.16910
PH 4		8	4	1.16910
PH 5		8	5	0.98611
PH 6		8	6	1.23491
			TOTALS	100.00000

SCHEDULE "E"

SPECIFICATION OF COMMON EXPENSES

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

- (a) all sums of money paid or payable by the Corporation in connection with the performance of any of its objects, duties and powers whether such objects, duties and powers are imposed by the Act or this Declaration and By-laws of the Corporation or other law or by agreement;
- (b) all sums of money properly paid by the Corporation on account of any and all public and private suppliers to the Corporation of insurance coverage, utilities and services including, without limiting the generality of the foregoing, levies or charges payable on account of:
 - i) insurance premiums;
 - ii) water and sewage and electricity respecting Common Elements;
 - iii) waste disposal and garbage collection;
 - iv) maintenance materials, tools and supplies;
 - v) snow removal and landscaping;
 - vi) fuel, including gas, oil and hydro electricity unless metered or check metered separately for a Unit.
- (c) all sums of money paid or payable by the Corporation pursuant to any management contract which may be entered into between the Corporation and a manager;
- (d) all sums of money required by the Corporation for the acquisition or retention of real property for the use and enjoyment of the Property or for the acquisition, repair, maintenance or replacement of personal property for the use and enjoyment in or about the Common Elements;
- (e) all sums of money paid or payable by the Corporation to any and all persons, firms, or companies engaged or retained by the Corporation, its duly authorized agents, servants and employees for the purpose of performing any or all of the objects, duties and powers of the Corporation including, without limitation, legal, engineering, accounting, auditing, expert appraising, advising, maintenance, managerial, secretarial or other professional advice and service required by the Corporation;
- (f) the cost of furnishings and equipment for use in and about the Common Elements including the repair, maintenance or replacement thereof;
- (g) the cost of borrowing money for the carrying out of the objects, duties and powers of the Corporation;
- (h) the fees and disbursements of the Insurance Trustee, if any, and of obtaining insurance appraisals;
- (i) the cost of maintaining fidelity bonds as provided by By-law;
- (j) all sums required to be paid to the reserve or contingency fund as required by the Declaration or in accordance with the agreed upon annual budget of the Corporation;

SCHEDULE "F"

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 the 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 each of the Residential Units 1, 2, 4 and 6 on Level 1, shall have the exclusive use of a patio to which each of the said Units provide direct access, as illustrated in heavy outline on PART 2, Sheet 1 of the Description, being numbered the same as the Unit with the prefix letter 'P'.
- b) the Owner(s) of each of the Residential Units 14 to 17 inclusive on Level 2, shall have the exclusive use of a patio to which each of the said Units provide direct access, as illustrated in heavy outline on PART 2, Sheet 2 of the Description, being numbered the same as the Unit with the prefix letter 'P'.
- c) the Owner(s) of each of the Residential Units 1, 2, 3, 18, 19 and 20 on Level 2, Units 1, 2, 3 and 14 to 22 inclusive on Levels 3 to 6 inclusive, Units 1, 10, 11, 12, 13, 14 and 15 on Level 7 and Units 1 and 6 on Level 8, shall have the exclusive use of one or more balconies to which each of the said Units provide direct and sole access.
- d) the Owner(s) of each of the Residential Units 2, 3, 9 and 10 on Level 7 and Units 1 to 6 inclusive on Level 8, shall have the exclusive use of one or more terraces to which each of the said Units provide direct and sole access.

SCHEDULE "G"

CERTIFICATE OF ARCHITECT OR ENGINEER
(SCHEDULE G TO THE DECLARATION OF THE KINGSWAY CONDOMINIUMS (2055 Bloor St. W))
FOR A STANDARD CONDOMINIUM CORPORATION
(under clause 8(1)(e) of the condominium Act, 1998)

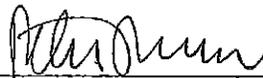
I certify that:

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

(Check whichever boxes are applicable)

1. The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents.
2. Except as otherwise specified in the regulations, floor assemblies are constructed to the sub-floor.
3. Except as otherwise specified in the regulations, walls and ceilings of the common elements, excluding interior structural walls and columns in a unit, are completed to the drywall (including laping and sanding), plaster or other final covering.
4. All underground garages have walls and floor assemblies in place.
5. All elevating devices as defined in the Elevating Devices Act are licensed under that Act if it requires a license, except for elevating devices contained wholly in a unit and designed for use only within the unit.
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.
9. All installations with respect to the provision of electricity are in place.
10. The indoor swimming pool is roughed-in to the extent that it is ready to receive finishes, equipment and accessories. There is no outdoor swimming pool.
11. Except as otherwise specified in the regulations, the boundaries of the units are completed to the drywall (not including laping and sanding), plaster or other final covering, and perimeter doors are in place.

DATED this 24 day of MAY, 2006.



Name: Peter Turner B.Arch., M.C.P. (U.D.), OAA
ARCHITECT



SCHEDULE "G"
TO THE DECLARATION OF ~~XXXXXXXXXX~~ Bloorpark Developments Inc.
CERTIFICATE OF ARCHITECT OR ENGINEER (2855 Bloor st. W)
(under clause 8(1)(e) of the Condominium Act, 1998)

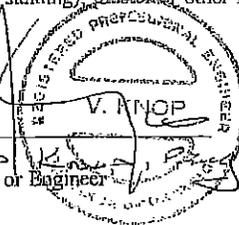
I certify that:

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

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 have walls and floor assemblies in place.
5. All elevating devices as defined in the *Elevating Devices Act* are licensed under that Act if it requires a license, except for elevating devices contained wholly in a unit and designed for use only within the unit.
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.
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;
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 7TH day of JUNE, 2006

Name: VLAD K...
Title: Architect or Engineer





Document General
Form 4 - Land Registration Reform Act

D

<p style="writing-mode: vertical-rl; transform: rotate(180deg);">FOR OFFICE USE ONLY</p> <p style="font-size: 2em; font-weight: bold;">AT 1282448</p> <p style="font-weight: bold;">CERTIFICATE OF RECEIPT RECEPISSE TORONTO (66)</p> <p style="font-size: 1.5em;">2006-10-17</p> <p style="font-size: 1.5em; margin-left: 20px;">11.02</p> <p style="font-size: 0.8em;">New Property Identifiers Additional: See Schedule <input type="checkbox"/></p> <p style="font-size: 0.8em;">Executions Additional: See Schedule <input type="checkbox"/></p>	(1) Registry <input type="checkbox"/>	Land Titles <input checked="" type="checkbox"/>	(2) Page 1 of 34 pages	
	(3) Property Identifier(s) Additional: See Schedule <input checked="" type="checkbox"/>	Block 12798-0001 to 12798-0500 to		Property
	(4) Nature of Document Condominium Bylaw (Condominium Act 1998)			
	(5) Consideration Two dollars Dollars \$ 2.00			
	(6) Description All Units and Common Elements comprising the property included in Toronto Standard Condominium Plan No. 1798 City of Toronto Land Titles Division of the Toronto Registry Office (No. 66)			
	(7) This Document Contains <input type="checkbox"/>		(a) Redescription New Easement Plan/Sketch <input type="checkbox"/>	(b) Schedules for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>

(8) This Document provides as follows:
Refer to attached Schedule

Continued on Schedule

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

(10) Party(ies) (Set out Status or Interest) Name(s)	Signature(s)	Date of Signature Y M D
TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1798	Per: Name: Jeff Crossing Title: President	2006 09 14
We have the authority to bind the corporation	Per: Name: Marylou Boyd Title: Secretary-Treasurer	2006 09 14

(11) Address for Service c/o 2855 Bloor Street West, Toronto, Ontario.

(12) Party(ies) (Set out Status or Interest) Name(s)	Signature(s)	Date of Signature Y M D

(13) Address for Service

(14) Municipal Address of Property multiple	(15) Document Prepared by: Harris, Sheaffer LLP Suite 610 - 4100 Yonge Street Toronto, Ontario M2P 2B5	066956	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="2" style="font-size: 0.8em;">Fees and Tax</th> </tr> <tr> <td style="font-size: 0.8em;">Registration Fee</td> <td style="width: 50px;"></td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td style="font-weight: bold;">Total</td> <td> </td> </tr> </table>	Fees and Tax		Registration Fee								Total	
Fees and Tax															
Registration Fee															
Total															

TORONTO STANDARD CONDOMINIUM PLAN NO. 1798
 (NUMERO DE L'ASSOCIATION CONDOMINIALE DE TORONTO)

UNIT (Partie privative)	LEVEL (Étage)	PROPERTY ID. (Cote foncière)
1	A	12798-0238
2	A	12798-0239
3	A	12798-0240
4	A	12798-0241
5	A	12798-0242
6	A	12798-0243
7	A	12798-0244
8	A	12798-0245
9	A	12798-0246
10	A	12798-0247
11	A	12798-0248
12	A	12798-0249
13	A	12798-0250
14	A	12798-0251
15	A	12798-0252
16	A	12798-0253
17	A	12798-0254
18	A	12798-0255
19	A	12798-0256
20	A	12798-0257
21	A	12798-0258
22	A	12798-0259
23	A	12798-0260
24	A	12798-0261
25	A	12798-0262
26	A	12798-0263
27	A	12798-0264
28	A	12798-0265
29	A	12798-0266
30	A	12798-0267
31	A	12798-0268
32	A	12798-0269
33	A	12798-0270
34	A	12798-0271
35	A	12798-0272
36	A	12798-0273
37	A	12798-0274
38	A	12798-0275
39	A	12798-0276
40	A	12798-0277
41	A	12798-0278
42	A	12798-0279
43	A	12798-0280
44	A	12798-0281
45	A	12798-0282

TORONTO STANDARD CONDOMINIUM PLAN NO. 1798
 (NUMERO DE L'ASSOCIATION CONDOMINIALE DE TORONTO)

UNIT (Partie privative)	LEVEL (Étage)	PROPERTY ID. (Cote foncière)
46	A	12798-0283
47	A	12798-0284
48	A	12798-0285
49	A	12798-0286
50	A	12798-0287
51	A	12798-0288
52	A	12798-0289
53	A	12798-0290
54	A	12798-0291
55	A	12798-0292
56	A	12798-0293
57	A	12798-0294
58	A	12798-0295
59	A	12798-0296
60	A	12798-0297
61	A	12798-0298
62	A	12798-0299
63	A	12798-0300
64	A	12798-0301
65	A	12798-0302
66	A	12798-0303
67	A	12798-0304
68	A	12798-0305
69	A	12798-0306
70	A	12798-0307
71	A	12798-0308
72	A	12798-0309
73	A	12798-0310
74	A	12798-0311
75	A	12798-0312
76	A	12798-0313
77	A	12798-0314
78	A	12798-0315
79	A	12798-0316
80	A	12798-0317
81	A	12798-0318
82	A	12798-0319
83	A	12798-0320
84	A	12798-0321
85	A	12798-0322
86	A	12798-0323
1	B	12798-0324
2	B	12798-0325
3	B	12798-0326
4	B	12798-0327

TORONTO STANDARD CONDOMINIUM PLAN NO. 1798
(NUMÉRO DE L'ASSOCIATION CONDOMINIALE DE TORONTO)

UNIT (Partie privative)	LEVEL (Étage)	PROPERTY ID. (Cote foncière)
5	B	12798-0328
6	B	12798-0329
7	B	12798-0330
8	B	12798-0331
9	B	12798-0332
10	B	12798-0333
11	B	12798-0334
12	B	12798-0335
13	B	12798-0336
14	B	12798-0337
15	B	12798-0338
16	B	12798-0339
17	B	12798-0340
18	B	12798-0341
19	B	12798-0342
20	B	12798-0343
21	B	12798-0344
22	B	12798-0345
23	B	12798-0346
24	B	12798-0347
25	B	12798-0348
26	B	12798-0349
27	B	12798-0350
28	B	12798-0351
29	B	12798-0352
30	B	12798-0353
31	B	12798-0354
32	B	12798-0355
33	B	12798-0356
34	B	12798-0357
35	B	12798-0358
36	B	12798-0359
37	B	12798-0360
38	B	12798-0361
39	B	12798-0362
40	B	12798-0363
41	B	12798-0364
42	B	12798-0365
43	B	12798-0366
44	B	12798-0367
45	B	12798-0368
46	B	12798-0369
47	B	12798-0370
48	B	12798-0371
49	B	12798-0372

TORONTO STANDARD CONDOMINIUM PLAN NO. 1798
(NUMERO DE L'ASSOCIATION CONDOMINIALE DE TORONTO)

5

UNIT (Partie privative)	LEVEL (Étage)	PROPERTY ID. (Cote foncière)
50	B	12798-0373
51	B	12798-0374
52	B	12798-0375
53	B	12798-0376
54	B	12798-0377
55	B	12798-0378
56	B	12798-0379
57	B	12798-0380
58	B	12798-0381
59	B	12798-0382
60	B	12798-0383
61	B	12798-0384
62	B	12798-0385
63	B	12798-0386
64	B	12798-0387
65	B	12798-0388
66	B	12798-0389
67	B	12798-0390
68	B	12798-0391
69	B	12798-0392
70	B	12798-0393
71	B	12798-0394
72	B	12798-0395
73	B	12798-0396
74	B	12798-0397
75	B	12798-0398
76	B	12798-0399
77	B	12798-0400
78	B	12798-0401
79	B	12798-0402
80	B	12798-0403
81	B	12798-0404
82	B	12798-0405
83	B	12798-0406
84	B	12798-0407
85	B	12798-0408
86	B	12798-0409
87	B	12798-0410
88	B	12798-0411
89	B	12798-0412
90	B	12798-0413
91	B	12798-0414
92	B	12798-0415
93	B	12798-0416
94	B	12798-0417

TORONTO STANDARD CONDOMINIUM PLAN NO. 1798
(NUMERO DE L'ASSOCIATION CONDOMINIALE DE TORONTO)

UNIT (Partie privative)	LEVEL (Étage)	PROPERTY ID. (Cote fonci)re)
95	B	12798-0418
96	B	12798-0419
97	B	12798-0420
98	B	12798-0421
99	B	12798-0422
100	B	12798-0423
101	B	12798-0424
102	B	12798-0425
103	B	12798-0426
104	B	12798-0427
105	B	12798-0428
106	B	12798-0429
107	B	12798-0430
108	B	12798-0431
109	B	12798-0432
110	B	12798-0433
111	B	12798-0434
112	B	12798-0435
113	B	12798-0436
114	B	12798-0437
115	B	12798-0438
116	B	12798-0439
117	B	12798-0440
118	B	12798-0441
119	B	12798-0442
120	B	12798-0443
121	B	12798-0444
122	B	12798-0445
123	B	12798-0446
124	B	12798-0447
125	B	12798-0448
126	B	12798-0449
127	B	12798-0450
128	B	12798-0451
129	B	12798-0452
130	B	12798-0453
131	B	12798-0454
1	C	12798-0455
2	C	12798-0456
3	C	12798-0457
4	C	12798-0458
5	C	12798-0459
6	C	12798-0460
7	C	12798-0461
8	C	12798-0462

TORONTO STANDARD CONDOMINIUM PLAN NO. 1798
 (NUMERO DE L'ASSOCIATION CONDOMINIALE DE TORONTO)

UNIT (Partie privative)	LEVEL (Étage)	PROPERTY ID. (Cote foncière)
9	C	12798-0463
10	C	12798-0464
11	C	12798-0465
12	C	12798-0466
13	C	12798-0467
14	C	12798-0468
15	C	12798-0469
16	C	12798-0470
17	C	12798-0471
18	C	12798-0472
19	C	12798-0473
20	C	12798-0474
21	C	12798-0475
22	C	12798-0476
23	C	12798-0477
24	C	12798-0478
25	C	12798-0479
26	C	12798-0480
27	C	12798-0481
28	C	12798-0482
29	C	12798-0483
30	C	12798-0484
31	C	12798-0485
32	C	12798-0486
33	C	12798-0487
34	C	12798-0488
35	C	12798-0489
36	C	12798-0490
37	C	12798-0491
38	C	12798-0492
39	C	12798-0493
40	C	12798-0494
41	C	12798-0495
42	C	12798-0496
43	C	12798-0497
44	C	12798-0498
45	C	12798-0499
46	C	12798-0500
1	1	12798-0001
2	1	12798-0002
3	1	12798-0003
4	1	12798-0004
5	1	12798-0005
6	1	12798-0006
7	1	12798-0007

TORONTO STANDARD CONDOMINIUM PLAN NO. 1798
 (NUMÉRO DE L'ASSOCIATION CONDOMINIALE DE TORONTO)

8

UNIT (Partie privative)	LEVEL (Étage)	PROPERTY ID. (Cote foncière)
8	1	12798-0008
9	1	12798-0009
10	1	12798-0010
11	1	12798-0011
12	1	12798-0012
13	1	12798-0013
14	1	12798-0014
15	1	12798-0015
16	1	12798-0016
17	1	12798-0017
18	1	12798-0018
19	1	12798-0019
20	1	12798-0020
21	1	12798-0021
22	1	12798-0022
23	1	12798-0023
24	1	12798-0024
25	1	12798-0025
26	1	12798-0026
27	1	12798-0027
28	1	12798-0028
29	1	12798-0029
30	1	12798-0030
31	1	12798-0031
32	1	12798-0032
33	1	12798-0033
34	1	12798-0034
35	1	12798-0035
36	1	12798-0036
37	1	12798-0037
38	1	12798-0038
39	1	12798-0039
40	1	12798-0040
41	1	12798-0041
42	1	12798-0042
43	1	12798-0043
44	1	12798-0044
45	1	12798-0045
46	1	12798-0046
47	1	12798-0047
48	1	12798-0048
49	1	12798-0049
50	1	12798-0050
51	1	12798-0051
52	1	12798-0052

TORONTO STANDARD CONDOMINIUM PLAN NO. 1798
 (NUMÉRO DE L'ASSOCIATION CONDOMINIALE DE TORONTO)

UNIT (Partie privative)	LEVEL (Étage)	PROPERTY ID. (Cote fonci)re
53	1	12798-0053
54	1	12798-0054
55	1	12798-0055
56	1	12798-0056
57	1	12798-0057
58	1	12798-0058
59	1	12798-0059
60	1	12798-0060
61	1	12798-0061
62	1	12798-0062
63	1	12798-0063
64	1	12798-0064
65	1	12798-0065
66	1	12798-0066
67	1	12798-0067
68	1	12798-0068
69	1	12798-0069
70	1	12798-0070
71	1	12798-0071
72	1	12798-0072
73	1	12798-0073
74	1	12798-0074
75	1	12798-0075
76	1	12798-0076
77	1	12798-0077
78	1	12798-0078
79	1	12798-0079
80	1	12798-0080
81	1	12798-0081
82	1	12798-0082
83	1	12798-0083
84	1	12798-0084
85	1	12798-0085
86	1	12798-0086
87	1	12798-0087
88	1	12798-0088
89	1	12798-0089
90	1	12798-0090
91	1	12798-0091
92	1	12798-0092
93	1	12798-0093
94	1	12798-0094
95	1	12798-0095
96	1	12798-0096
97	1	12798-0097

TORONTO STANDARD CONDOMINIUM PLAN NO. 1798
 (NUMÉRO DE L'ASSOCIATION CONDOMINIALE DE TORONTO)

10

UNIT (Partie privative)	LEVEL (Étage)	PROPERTY ID. (Cote foncière)
98	1	12798-0098
99	1	12798-0099
100	1	12798-0100
101	1	12798-0101
102	1	12798-0102
103	1	12798-0103
104	1	12798-0104
105	1	12798-0105
106	1	12798-0106
107	1	12798-0107
108	1	12798-0108
1	2	12798-0109
2	2	12798-0110
3	2	12798-0111
4	2	12798-0112
5	2	12798-0113
6	2	12798-0114
7	2	12798-0115
8	2	12798-0116
9	2	12798-0117
10	2	12798-0118
11	2	12798-0119
12	2	12798-0120
13	2	12798-0121
14	2	12798-0122
15	2	12798-0123
16	2	12798-0124
17	2	12798-0125
18	2	12798-0126
19	2	12798-0127
20	2	12798-0128
1	3	12798-0129
2	3	12798-0130
3	3	12798-0131
4	3	12798-0132
5	3	12798-0133
6	3	12798-0134
7	3	12798-0135
8	3	12798-0136
9	3	12798-0137
10	3	12798-0138
11	3	12798-0139
12	3	12798-0140
13	3	12798-0141
14	3	12798-0142

TORONTO STANDARD CONDOMINIUM PLAN NO. 1798
 (NUMERO DE L'ASSOCIATION CONDOMINIALE DE TORONTO)

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UNIT (Partie privative)	LEVEL (Etage)	PROPERTY ID. (Cote fonci)re)
15	3	12798-0143
16	3	12798-0144
17	3	12798-0145
18	3	12798-0146
19	3	12798-0147
20	3	12798-0148
21	3	12798-0149
22	3	12798-0150
1	4	12798-0151
2	4	12798-0152
3	4	12798-0153
4	4	12798-0154
5	4	12798-0155
6	4	12798-0156
7	4	12798-0157
8	4	12798-0158
9	4	12798-0159
10	4	12798-0160
11	4	12798-0161
12	4	12798-0162
13	4	12798-0163
14	4	12798-0164
15	4	12798-0165
16	4	12798-0166
17	4	12798-0167
18	4	12798-0168
19	4	12798-0169
20	4	12798-0170
21	4	12798-0171
22	4	12798-0172
1	5	12798-0173
2	5	12798-0174
3	5	12798-0175
4	5	12798-0176
5	5	12798-0177
6	5	12798-0178
7	5	12798-0179
8	5	12798-0180
9	5	12798-0181
10	5	12798-0182
11	5	12798-0183
12	5	12798-0184
13	5	12798-0185
14	5	12798-0186
15	5	12798-0187

TORONTO STANDARD CONDOMINIUM PLAN NO. 1798
 (NUMERO DE L'ASSOCIATION CONDOMINIALE DE TORONTO)

12

UNIT (Partie privative)	LEVEL (Étage)	PROPERTY ID. (Cote foncière)
16	5	12798-0188
17	5	12798-0189
18	5	12798-0190
19	5	12798-0191
20	5	12798-0192
21	5	12798-0193
22	5	12798-0194
1	6	12798-0195
2	6	12798-0196
3	6	12798-0197
4	6	12798-0198
5	6	12798-0199
6	6	12798-0200
7	6	12798-0201
8	6	12798-0202
9	6	12798-0203
10	6	12798-0204
11	6	12798-0205
12	6	12798-0206
13	6	12798-0207
14	6	12798-0208
15	6	12798-0209
16	6	12798-0210
17	6	12798-0211
18	6	12798-0212
19	6	12798-0213
20	6	12798-0214
21	6	12798-0215
22	6	12798-0216
1	7	12798-0217
2	7	12798-0218
3	7	12798-0219
4	7	12798-0220
5	7	12798-0221
6	7	12798-0222
7	7	12798-0223
8	7	12798-0224
9	7	12798-0225
10	7	12798-0226
11	7	12798-0227
12	7	12798-0228
13	7	12798-0229
14	7	12798-0230
15	7	12798-0231
1	8	12798-0232

TORONTO STANDARD CONDOMINIUM PLAN NO. 1798
(NUMERO DE L'ASSOCIATION CONDOMINIALE DE TORONTO)

13

UNIT (Partie privative)	LEVEL (Étage)	PROPERTY ID. (Cote foncière)
2	8	12798-0233
3	8	12798-0234
4	8	12798-0235
5	8	12798-0236
6	8	12798-0237

Condominium Act, 1998

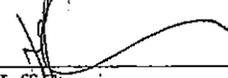
CERTIFICATE IN RESPECT OF A BY-LAW
(under Subsection 56(9) of the *Condominium Act, 1998*)

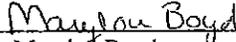
Toronto Standard Condominium Corporation No. 1798 (known as the "Corporation") certifies that:

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

DATED this 14th day of September, 2006.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1798

Per: 
 Name: Jeff Crossing
 Title: President

Per: 
 Name: Marylou Boyd
 Title: Secretary-Treasurer

We have the authority to bind the Corporation.

SCHEDULE "A"

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1798

BY-LAW NO. ONE

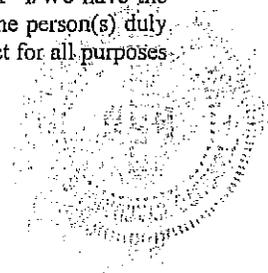
BE IT ENACTED as a by-law of Toronto Standard Condominium Corporation No. 1798 (hereinafter referred to as the "Corporation") as follows:

ARTICLE I - DEFINITIONS

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

ARTICLE II - SEAL

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



ARTICLE III - RECORDS

- 3.1 The Corporation shall keep and maintain all records required by section 55 of the Act, including the following records (hereinafter called the "Records"):
- (a) the financial records of the Corporation for at least six (6) years from the end of the last fiscal period to which they relate;
 - (b) a minute book containing the minutes of owners' meetings and the minutes of board meetings;
 - (c) a copy of the registered Declaration, registered by-laws and current rules;
 - (d) a copy of all applications made under section 109 of the Act to amend the Declaration, if applicable;
 - (e) the seal of the Corporation;
 - (f) copies of all agreements entered into by the Corporation or by the Declarant or the Declarant's representatives on behalf of the Corporation, including all management contracts, deeds, leases, licences, easements and any agreements entered into pursuant to Section 98 of the Act;
 - (g) copies of all policies of insurance and the related certificates or memoranda of insurance and all insurance trust agreements;
 - (h) bills of sale or transfers for all items that are assets of the Corporation but not part of the property;
 - (i) the names and addresses for service of each owner and mortgagee that the Corporation receives, in writing, from owners and mortgagees in accordance with subsection 47(1) of the Act;

- (j) all written notices received by the Corporation from owners that their respective units have been leased together with the lessee's name, the owner's address, a copy of the lease or renewal or a summary of same, pursuant to subsection 83(1) of the Act;
- (k) all written notices received by the Corporation from owners that a lease of the owner's unit has terminated and has not been renewed pursuant to subsection 83(2) of the Act;
- (l) all records that the Corporation has related to the units or to employees of the Corporation;
- (m) all existing warranties and guarantees for all equipment, fixtures and chattels included in the sale of either the units or common elements that are not protected by warranties and guarantees given directly to a unit purchaser;
- (n) the as-built architectural, structural, engineering, mechanical, electrical and plumbing plans;
- (o) the as-built specifications indicating all substantive changes, if any, from the original specifications;
- (p) all existing plans for underground site services, site grading, drainage and landscaping, and television, radio or other communication services;
- (q) all other existing plans and information that are relevant to the repair or maintenance of the property;
- (r) if the property of the Corporation is subject to the *Ontario New Home Warranties Plan Act* an executed copy of Form 3 prescribed by section 37 of Ontario Regulation 49/01 and a copy of all final reports on inspections that the Ontario New Home Warranty Program requires to be carried out on the common elements;
- (s) a table that the Declarant has delivered pursuant to clause 43(5)(g) of the Act setting out the responsibilities for repair after damage and maintenance, and indicating whether the Corporation or the owners are responsible;
- (t) a copy of the schedule that the Declarant has delivered pursuant to clause 43(5)(h) of the Act, setting out what constitutes a standard unit for each class of unit that the Declarant specifies, for the purpose of determining the responsibility for repairing improvements after damage and insuring them;
- (u) all reserve fund studies and all plans to increase the reserve fund;
- (v) a copy of the most current disclosure statement delivered by the Declarant to a purchaser prior the turnover meeting;
- (w) a copy of the written technical audit report received by the Corporation;
- (x) a copy of any order appointing an inspector or administrator, if applicable, pursuant to section 130 or 131 of the Act, together with any report that the Corporation receives from an inspector in accordance with subsection 130(4) of the Act;
- (y) a copy of all status certificates issued within the previous ten (10) years;
- (z) a copy of all notices of meetings sent by or on behalf of the Corporation within the previous ten (10) years;
- (aa) all proxies, for not more than ninety (90) days from the date of the meeting at which the proxies were utilized;

- (bb) a copy of all notices of lien issued by the Corporation to delinquent owners pursuant to subsection 85(4) of the Act, in respect of which the corresponding certificates of lien have not been discharged or vacated by court order;
- (cc) all records relating to actual or pending litigation (or insurance investigations) involving the Corporation [as contemplated in clause 55(4)(b) of the Act], together with copies of all outstanding judgements against the Corporation [as contemplated in clause 76(1)(h) of the Act];
- (dd) a copy of the budget of the Corporation for the current fiscal year, together with the last annual audited financial statements and auditor's report on such statements;
- (ee) a copy of all minutes of settlement and/or written decisions made by any mediator or arbitrator appointed pursuant to section 132 of the Act, regarding any issue(s) in dispute involving the Corporation (or to which the Corporation is a party), together with copies of all court orders issued in those circumstances where the Corporation was a party to the proceeding or otherwise directly affected thereby; and
- (ff) all other records as may be prescribed or specified in any other by-laws of the Corporation, together with copies of all other materials received by the Corporation that the regulations to the Act may hereafter require the Declarant to deliver on or shortly after the turnover meeting [as contemplated in clause 43(5)(m) of the Act].

ARTICLE IV - THE CORPORATION

4.1 Duties of the Corporation

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

- (a) the operation, care, upkeep, maintenance and repair of the common elements and repair of units when an owner fails to repair as provided for in the Act and in the Declaration;
- (b) the collection of contributions toward common expenses from the owners;
- (c) the arranging for the supply of all requisite utility services to the common elements and units (unless separately metered) except where prevented from carrying out such duty by reason of any event beyond the reasonable control of the Corporation. The Corporation shall not be liable for indirect or consequential damage or for damages for personal discomfort or illness by reason of the breach of such duty;
- (d) the obtaining and maintaining of insurance for the property as may be required by the Act, the Declaration or the By-laws;
- (e) the retention of legal counsel to prepare, register and discharge, following payment, certificates of lien for arrears of payment of common expenses;
- (f) the preparation and delivery of status certificates as required by the Act;
- (g) the preparation of a yearly budget;
- (h) the supervision of all public or private service companies which enter upon the common elements for the purpose of supplying, installing, replacing and servicing their systems;
- (i) the obtaining and maintaining of fidelity bonds for any person dealing with Corporation monies and in such amounts as the board may deem reasonable;
- (j) the purchase and maintenance of insurance for the benefit of all directors and officers in respect of anything done or permitted to be done by them in respect of

the execution of the duties of their offices except insurance against a liability, cost, charge or expense of any of such directors or officers incurred as a result of a contravention of any of the duties imposed upon him or her pursuant to the Act;

- (k) the preparation and maintenance of the records to be kept by the Corporation in accordance with Article III hereof;
- (l) the calling and holding of meetings and the delivery of notices, as required;
- (m) the consistent and timely enforcement of the provisions of the Act, the Declaration, the By-laws and the rules of the Corporation; and
- (n) the establishing and maintaining of adequate reserve funds for the major repair or replacement of the common elements and of the assets of the Corporation in accordance with the Act.

4.2 Powers of the Corporation

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

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

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

ARTICLE V - MEETINGS OF OWNERS

5.1 Annual Meeting:

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

5.2 The First Annual General Meeting:

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

5.3 Special Meetings:

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

5.4 Notices:

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

mortgagee who has not notified the Corporation of his/her entitlement to vote and address for service.

5.5 Reports:

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

5.6 Persons Entitled to Be Present:

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

5.7 Quorum:

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

5.8 Right to Vote:

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

5.9 Conduct of Meetings and Method of Voting:

At any meeting of owners, the president of the Corporation (or to whomever the president may delegate the responsibility) or failing him/her, the vice-president, or failing him/her, some other person appointed by the board or failing such appointment, such other person elected at the meeting shall act as chairperson of the meeting and the secretary of the Corporation shall act as secretary of the meeting or, failing him/her, the chairperson shall appoint a secretary. Any question shall be decided by a show of hands unless a poll is required by the chairperson or is demanded by an owner or mortgagee present in person or by proxy and entitled to vote, and unless a poll is so required or demanded, a declaration by the chairperson that the vote upon the question has been carried, or carried by a particular majority, or not carried, is prima facie proof of the fact without proof of the number of votes recorded in favour of or against such question; provided, however, that voting for the election of directors shall be by ballot only, other than in the case of acclamation. A demand for a poll may be withdrawn. If a poll is so required or

demanded and the demand is not withdrawn, a poll upon the question shall be taken in such manner as the chairperson shall direct.

5.10 Representatives:

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

5.11 Co-Owners:

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

5.12 Votes to Govern:

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

5.13 Entitlement to Vote:

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

5.14 Proxies:

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

5.15 Minutes:

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

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

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

ARTICLE VI - BOARD OF DIRECTORS

6.1 The Corporation:

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

6.2 Number of Directors and Quorum:

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

6.3 Qualifications:

Each director shall be 18 or more years of age and need not be an owner of a unit in the Corporation. No undischarged, bankrupt or mentally incompetent person shall be a director and if a director becomes a bankrupt or mentally incompetent person, he thereupon ceases to be a director. A director immediately ceases 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 ninety (90) days of the registration of the lien.

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

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

6.5 Election and Term:

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

the board to be elected by owners of owner-occupied units shall be the director elected for the one (1) year term and thereafter when that position becomes vacant (either because of resignation or the term has expired) the director for that position shall be voted upon only by the owners of owner-occupied units. If at least fifteen (15%) percent of the units are not owner-occupied at the turnover meeting, but in any subsequent year more than fifteen (15%) percent of the units become owner-occupied, the position of a director whose terms expires in that year shall be designated the director to be elected by owners of owner-occupied units and thereafter when that position becomes vacant (either because of resignation or the term has expired), the director for that position shall be voted upon only by the owner of owner-occupied units.

6.6 Filling of Vacancies and Removal of Directors:

- (a) If a vacancy in the membership of the board occurs, other than by way of removal by the owners or as a result of the number of directors being increased, subject to subparagraph (c) of this paragraph 6, the majority of the remaining members of the board may appoint any person qualified to be a member of the board to fill the vacancy until the next annual meeting at which time the vacancy shall be filled by election of the owners.
- (b) Where the number of directors is increased, the vacancies resulting from such increase shall be filled only by election at such meeting of the owners and the director(s) so elected shall not act until the by-law increasing the number of directors is registered.
- (c) When there is not a quorum of directors in office, the director(s) then in office shall forthwith call a meeting of owners to fill the vacancies and, in default or if there are no directors then in office, the meeting may be called by an owner.
- (d) Any director may be removed before the expiration of his term by a vote of owners who together own a majority of the units and the owners may elect, in accordance with the by-laws dealing with the election of directors, any person qualified to be a member of the board for the remainder of the term of the director removed provided the director elected by owners of owner-occupied units may only be removed by a vote of the owners of owner-occupied units in accordance with the Act.

6.7 Calling of Meetings:

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

6.8 Regular Meetings:

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

6.9 Teleconference:

A meeting of the board may be held or convened by way of teleconference, or any other form of communication system that allows all of the directors to participate concurrently and to communicate with each other simultaneously and instantaneously, provided that

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

6.10 First Meeting of New Board:

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

6.11 Conflict of Interest:

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

6.12 Protection of Directors and Officers:

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

6.13 Indemnity of Directors and Officers:

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

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

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

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

6.14 Insurance:

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

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

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

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

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

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

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

6.18 Minutes:

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

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

- (f) the disposition of each agenda item including confirmation of the moving, seconding (where necessary) and disposition of every motion made and vote held pursuant to the agenda;
- (g) confirmation of the moving, seconding (where necessary) and disposition of every other motion made at the meeting;
- (h) adjournment of the meeting; and
- (i) certification of the Secretary and Chair of the meeting.

ARTICLE VII - OFFICERS

7.1 Elected President:

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

7.2 Other Elections and Appointments:

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

7.3 Term of Office:

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

7.4 President:

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

7.5 Vice-President:

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

7.6 General Manager:

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

7.7 Secretary:

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

Corporation, and he/she shall perform such other duties as may from time to time be prescribed by the board.

7.8 Treasurer:

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

7.9 Other Officers:

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

7.10 Agents and Attorneys:

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

7.11 Committees

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

ARTICLE VIII - BANKING ARRANGEMENTS AND CONTRACTS

8.1 Arrangements:

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

8.2 Execution of Instruments:

Subject to the provisions of the Act, and subject to the provisions of any other by-law(s) of the Corporation specifically designating the person or persons authorized to execute any type or class of documents on behalf of the Corporation, all deeds, transfers, assignments, contracts and obligations on behalf of the Corporation may be signed by any two directors of the Corporation. Any contract or obligation within the scope of any management agreement entered into by the Corporation may be executed on behalf of the Corporation in accordance with the provisions of such management agreement. The

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

8.3 No Seal

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

8.4 Execution of Status Certificates:

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

ARTICLE IX - FINANCIAL YEAR END

9.1 Financial Year End:

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

ARTICLE X - NOTICE

10.1 Method of Giving Notices

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

- (a) to an owner: [who has notified the Corporation in writing of his or her ownership interest in any unit, and of his or her name and address for service], by giving same to such owner (or to any director or officer of such owner, if the owner is a corporation) either:
 - (i) personally, by courier, or by ordinary mail, postage prepaid, addressed to such owner at the address for service given by such owner to the Corporation; or
 - (ii) by facsimile transmission, electronic mail, or by any other method of electronic communication (if the owner agrees in writing that the party giving the notice may do so in this manner); or

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

10.2 Receipt of Notice

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

10.3 Omissions and Errors

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

ARTICLE XI - ASSESSMENT AND COLLECTION OF COMMON EXPENSES

11.1 Duties of the Board:

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

11.2 Owner's Obligations:

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

11.3 Extraordinary Expenditures:

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

11.4 Default in Payment of Assessment:

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

ARTICLE XII - LIABILITY FOR COSTS

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

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

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

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

12.2 Additional Rights of Corporation:

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

- (a) to enter the unit in which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting owner, any

structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the board shall not thereby be deemed guilty in any manner of trespass; or

- (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach, including without limiting the generality of the foregoing, an application for an order for compliance by implementing such proceedings as provided for in Part IX of the Act.

12.3 Insurance Deductible:

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

ARTICLE XIII - PROCEDURES FOR MEDIATING DISPUTES

13.1 Mediation Procedures

For the purposes of complying with sections 125 and 132 of the Act (if and where applicable), the procedure with respect to the mediation of disputes or disagreements between the Corporation and any owner(s) shall be conducted in accordance with the rules of procedure for the conduct of mediation attached hereto as Appendix "A".

ARTICLE XIV - MISCELLANEOUS

14.1 Invalidity:

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

14.2 Gender:

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

14.3 Waiver:

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

14.4 Headings:

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

14.5 Alterations:

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

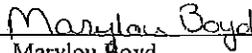
14.6 Conflicts:

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

DATED at Toronto, this 14th day of September, 2006.

**TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 1798**

Per: 
Name: Jeff Crossing
Title: President

Per: 
Name: Marylou Boyd
Title: Secretary-Treasurer

I/We have the authority to bind the Corporation.

APPENDIX "A" TO BY-LAW #1

ARTICLE 1 - PRE-MEDIATION PROCEEDINGS

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

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

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

ARTICLE 2 - MEDIATION

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

Selection and Role of the Mediator:

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

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

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

Party Confidentiality:

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

Pre-mediation information:

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

Authority to Settle:

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

Mediator Confidentiality:

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

Legal Representation:

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

Right to Withdraw:

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

Costs of the Mediation:

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

Notice and Report:

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

Settlement:

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



Document General

Do Process Software Ltd. - (416) 322-6111

Form 4 - Land Registration Reform Act

~~06-2194~~

07-2131

D

FOR OFFICE USE ONLY

AT 1655564

CERTIFICATE OF RECEIPT
RÉCÉPISSÉ
TORONTO (66)

2007-12-05 13:54

New Property Identifiers

Additional:
See
Schedule

Executions

Additional:
See
Schedule

(1) Registry Land Titles (2) Page 1 of 11 pages

(3) Property Identifier(s) Block 12798-0001 to 12798-0500 Property Additional: See Schedule

(4) Nature of Document
By-law No. 2
(Under the Condominium Act, 1998)

(5) Consideration
TWO Dollars \$ 2.00

(6) Description
All Units and Common Elements comprising the property included in Toronto Standard Condominium Corporation No. 1798 City of Toronto Land Registry Office for the Land Titles Division of Toronto (No. 66)

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

(8) This Document provides as follows:
See by-law and schedules attached.

Continued on Schedule

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

(10) Party(ies) (Set out Status or Interest)
Name(s) Signature(s) Date of Signature
Toronto Standard Condominium Corporation No. 1798 by its solicitors, FINE & DEO Per: *[Signature]* 2007 11 21
Mario D. Deo

(11) Address for Service
c/o 2855 Bloor Street West, Toronto, Ontario

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

(13) Address for Service

(14) Municipal Address of Property
Multiple

(15) Document Prepared by:
Mario D. Deo/Maria Dimakas
Fine & Deo
3100 Steeles Avenue West
Suite 300
Vaughan, Ontario
L4K 3R1

Fees and Tax	
Registration Fee	
Total	

FOR OFFICE USE ONLY

TORONTO STANDARD CONDOMINIUM PLAN NO. 1798

Property Identification List

TORONTO STANDARD CONDOMINIUM PLAN NO. 1798

UNIT	LEVEL	PROPERTY ID.
1	1	12798-0001
2	1	12798-0002
3	1	12798-0003
4	1	12798-0004
5	1	12798-0005
6	1	12798-0006
7	1	12798-0007
8	1	12798-0008
9	1	12798-0009
10	1	12798-0010
11	1	12798-0011
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SCHEDULE

Form 11
Condominium Act, 1998

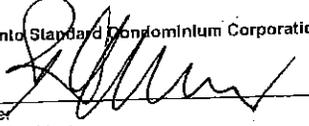
CERTIFICATE IN RESPECT OF A BY-LAW
(under subsection 56 (9) of the *Condominium Act, 1998*)

Toronto Standard Condominium Corporation No. 1798 (known as the "Corporation") certifies that:

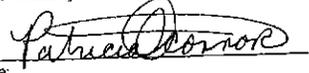
- 1. The copy of By-law Number 2, attached as Schedule A, is a true copy of the By-law.
- 4. The By-law was made in accordance with the *Condominium Act, 1998*.
- 3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

Dated this 17th day of November, 2007.

Toronto Standard Condominium Corporation No. 1798

By: 
Name:
Title: President

I have authority to bind the Corporation.

By: 
Name:
Title: Secretary

I have authority to bind the Corporation.

SCHEDULE "A"

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1798
BY-LAW NUMBER 2

WHEREAS the board of directors may, by resolution, make, amend or repeal by-laws, not contrary to the *Condominium Act, 1998*, S.O. 1998, c.19 ("*Act*") or to the declaration, in accordance with section 56 of the *Act*;

THEREFORE BE IT ENACTED as a by-law of Toronto Standard Condominium Corporation No. 1798 (the "Corporation") as follows:

1. Article VI, Section 6.2 of the Corporation's By-Law No. 1 registered as Instrument Number AT1282448, is hereby amended by deleting Section 6.2 in its entirety and replacing it with the following:

6.2 Number of Directors and Quorum

The number of directors shall be five (5) of whom three (3) shall constitute a quorum for the transaction of business at any meeting of the board. Notwithstanding vacancies, the remaining directors may exercise all powers of the board so long as a quorum of the board remains in office.

2. Article VI, Section 6.5(a) of the Corporation's By-Law No. 1 registered as Instrument Number AT1282448, is hereby amended by deleting Section 6.5(a) in its entirety and replacing it with the following:

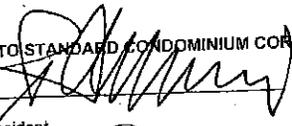
6.5 Election and Term

- (a) The directors of the Corporation shall be elected in rotation and shall be eligible for re-election. Two (2) additional directors shall be elected at the annual general meeting of owners to be held in 2008, for the following initial terms: (1) one director shall be elected for a term that expires at the annual meeting held for the 2008/2009 fiscal year; and, (2) one director shall be elected for a term that expires at the annual meeting held for the 2009/2010 fiscal year. At each annual meeting, the number of directors equal to the number of directors retiring in such a year shall be elected for a term of three (3) years. The retiring directors may, however, continue to hold office notwithstanding the expiry of their respective terms until their successors are elected. In the event that a director must also be elected to fill a vacancy of a director's position prior to the expiry of his/her term, the determination of who shall be elected to a full three (3) year term or the balance of the unexpired term shall be based upon number of votes cast, with those receiving the most votes obtaining the longest terms available. In the event of a tie, a new vote shall be taken and the position in question shall be determined by the number of votes cast. If the directors are elected by acclamation and the terms of office to be filled are unequal, then at the first meeting of the board, the directors shall determine the distribution of terms.

The foregoing by-law is hereby enacted as By-law No. 2 of Toronto Standard Condominium Corporation No. 1798, said by-law having been passed by the board of directors on the 13th day of September, 2007, and duly approved by the owners of a majority of the units of the Corporation voting in favour of confirming it on the 13th day of November, 2007, without variation, pursuant to the provisions of the *Condominium Act, 1998*, S.O. 1998, c. 19.

DATED this 19th day of November, 2007.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1798

By: 
Name:
Title: President

By: 
Name:
Title: Secretary

We have the authority to bind the corporation.



Document General

Do Process Software Ltd. • (416) 322-8111

Form 4 — Land Registration Reform Act

10-1099

D

FOR OFFICE USE ONLY

AT 2697265

CERTIFICATE OF RECEIPT
RÉCÉPISSÉ
TORONTO (66)

2011-05-20

1354

(1) Registry Land Titles (2) Page 1 of 18 pages

(3) Property Identifier(s) **12798-0001 to 12798-0500 (inclusive)** Block Property Additional: See Schedule

(4) Nature of Document
**By-Law No. 3
(Under the Condominium Act, 1998)**

(5) Consideration
Dollars \$

(6) Description
**All Units and Common Elements comprising the property included in Toronto Standard Condominium Plan No. 1798
City of Toronto
Land Registry Office for the Land Titles Division of Toronto (No. 66)**

New Property Identifiers Additional: See Schedule

Executions Additional: See Schedule

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

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

Continued on Schedule

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

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

**Toronto Standard Condominium Corporation No. 1798
By its solicitors, FINE & DEO**

Signature(s)
Per:
Name: **Mark Dimakas**

Date of Signature
Y M D
2011 05 19

(11) Address for Service
c/o Management Office, 2855 Bloor Street West, Toronto, Ontario M8X 3A1

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

Signature(s)

Date of Signature
Y M D

(13) Address for Service

(14) Municipal Address of Property

Multiple

(15) Document Prepared by:

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

FOR OFFICE USE ONLY

Fees and Tax	
Registration Fee	
Total	

TORONTO STANDARD CONDOMINIUM PLAN NO. 1798

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SCHEDULE

Form 11
Condominium Act, 1998

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

Toronto Standard Condominium Corporation No. 1798 (known as the "**Corporation**") certifies that:

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

Dated this 16th day of MAY, 2011.

Toronto Standard Condominium Corporation No. 1798

By: P. Griffin
Name: Peter Griffin
Title: President
I have authority to bind the Corporation.

By: Bonnie Horne
Name: Bonnie Horne
Title: Secretary
I have authority to bind the Corporation.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1798

BY-LAW NO. 3

A by-law that identifies the standard unit in order to determine what constitutes an improvement for the purposes of sections 89 and 99 of the *Condominium Act, 1998 S.O. 1998 c.19*

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

NOW THEREFORE be it enacted as a by-law of Toronto Standard Condominium Corporation No. 1798 (hereinafter referred to as the "Corporation") as follows:

1. **Purpose:** The purpose of this by-law is only for the determination of what constitutes an improvement to a unit, with respect to sections 89 and 99 the *Condominium Act, 1998 S.O. 1998, c.19* (the "Act").
2. **Standard Unit Classes:**

- (1) **Residential Dwelling Unit Class:** For the purposes of this by-law the standard unit for the following residential units (being Units 1 to 6 inclusive on Level 1, Units 1 to 20 inclusive on Level 2, Units 1 to 22 inclusive on Levels 3 to 6 inclusive, Units 1, and 4 to 8 inclusive on Level 7, and Units 11 to 15 inclusive on Level 7),, as identified by the Corporation's declaration registered as Instrument Number AT1253905, shall consist of those items as listed in Schedule A attached hereto, as noted below:

Schedule "A" - Units 1 to 6 inclusive on Level 1, Units 1 to 20 inclusive on Level 2, Units 1 to 22 inclusive on Levels 3 to 6 inclusive, Units 1 and 4 to 8 inclusive on Level 7, and units 11 to 15 inclusive on Level 7.

All units noted above (collectively known as the "Residential Dwelling Class - Standard Unit"), shall be subject to the following provisions:

- (i) any of the materials set out in Schedule "A" may be replaced with a material that is of similar or better quality and finish, should the original materials not be available for any reason. Should a dispute arise with respect to same, the final and unfettered determination shall be that of the board of directors;
- (ii) all materials set out in Schedule "A" are standard builder's grade in quality, unless specifically stated otherwise. Should a dispute/disagreement arise over the manufacturer, quality, colour, texture, dimension, and/or finish of any item set out in Schedule "A", the final and unfettered determination of same shall be reserved to the board of directors; and,
- (iii) the Residential Dwelling Class - Standard Unit shall not include any flooring material (unless otherwise specifically provided for in Schedule "A") and/or any light fixtures of any sort (unless otherwise specifically provided for in Schedule "A").

Anything not specifically included as part of the Residential Dwelling Class - Standard Unit (as listed in Schedule "A") shall be deemed to be an improvement made to a unit, as that term is defined by sections 89 and 99 of the Act.

- (2) **Residential Dwelling Unit Class – Penthouse and Seventh Floor Corner Units:** For the purposes of this by-law, the standard unit for the following residential units (being Units 2, 3, 9 and 10 on Level 7, and Units 1 to 6 inclusive on Level 8) as identified by the Corporation's declaration registered as Instrument Number AT1253905, shall consist of those items as listed in Schedule B attached hereto, as noted below:

Schedule "B" - Units 2, 3, 9, and 10 on Level 7, and Units 1 to 6 inclusive on Level 8.

All units noted above (collectively known as the "**Residential Dwelling Class – Penthouse and Seventh Floor Corner Units**"), shall be subject to the following provisions:

- (i) any of the materials set out in Schedule "B" may be replaced with a material that is of similar or better quality and finish, should the original materials not be available for any reason. Should a dispute arise with respect to same, the final and unfettered determination shall be that of the board of directors;
- (ii) all materials set out in Schedule "B" are standard builder's grade in quality, unless specifically stated otherwise. Should a dispute/disagreement arise over the manufacturer, quality, colour, texture, dimension, and/or finish of any item set out in Schedule "B", the final and unfettered determination of same shall be reserved to the board of directors; and,
- (iii) the Residential Dwelling Class - Penthouse and Seventh Floor Corner Units shall not include any flooring material (unless otherwise specifically provided for in Schedule "B") and/or any light fixtures of any sort (unless otherwise specifically provided for in Schedule "B").

Anything not specifically included as part of the Residential Dwelling Class -

Penthouse and Seventh Floor Corner Units (as listed in Schedule "B") shall be deemed to be an improvement made to a unit, as that term is defined by sections 89 and 99 of the Act.

- (3) **Compact Parking Unit Class:** For the purposes of this by-law, the standard unit for the "Compact Parking Units" (being Units 14, 15 and 26 on Level B), as identified by the Corporation's declaration registered as Instrument Number AT1253905, shall not include anything that falls within the boundaries of the "Compact Parking Units" as those boundaries are defined by the Corporation's declaration (the "**Compact Parking Unit Class – Standard Unit**"). Anything not included as part of the Compact Parking Unit Class – Standard Unit (excluding any and all common elements as identified by the declaration) shall be deemed to be an improvement made to a unit, as that term is defined by Sections 89 and 99 of the Act.
- (4) **Parking Unit Class:** For the purposes of this by-law, the standard unit for the "Parking Units" (being Units 1 to 64 inclusive on Level A, Units 1 to 13 inclusive, units 16 to 25 inclusive and units 27 to 110 inclusive on Level B, and Units 1 to 32 inclusive on Level C), as identified by the Corporation's declaration registered as Instrument Number AT1253905, shall not include anything that falls within the boundaries of the "Parking Units" as those boundaries are defined by the Corporation's declaration (the "**Parking Unit Class – Standard Unit**"). Anything not included as part of the Parking Unit Class – Standard Unit (excluding any and all common elements as identified by the declaration) shall be deemed to be an improvement made to a unit, as that term is defined by Sections 89 and 99 of the Act.
- (5) **Locker Unit Class:** For the purposes of this by-law, the standard unit for the "Locker Units" (being Units 12 to 32 inclusive, 46 to 51 inclusive, Units 57 to 75 inclusive and Units 95 to 108 inclusive on Level 1, Units 65 to 86 inclusive on Level A, Units 111 to 131 inclusive on Level B, and Units 33 to 46 inclusive on Level C), as identified by the Corporation's declaration registered as Instrument Number AT1253905, shall not include anything that falls within the boundaries of the "Locker Units" as those boundaries are defined by the Corporation's declaration (the "**Locker Unit Class – Standard Unit**"). Anything not included as part of the Locker Unit Class – Standard Unit (excluding any and all common elements as identified by the declaration) shall be deemed to be an improvement made to a unit, as that term is defined by Sections 89 and 99 of the Act.

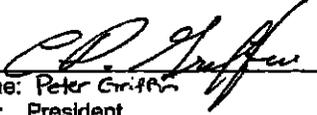
- (6) **Privacy Locker Unit Class:** For the purposes of this by-law, the standard unit for the "Privacy Locker Units" (being Units 8 to 11 inclusive, Units 33 to 45 inclusive, Units 52 to 56 inclusive and Units 76 to 94 inclusive on Level 1), as identified by the Corporation's declaration registered as Instrument Number AT1253905, shall not include anything that falls within the boundaries of the "Privacy Locker Units" as those boundaries are defined by the Corporation's declaration (the "**Privacy Locker Unit Class – Standard Unit**"). Anything not included as part of the Privacy Locker Unit Class – Standard Unit (excluding any and all common elements as identified by the declaration) shall be deemed to be an improvement made to a unit, as that term is defined by Sections 89 and 99 of the *Act* except that open walls shall be finished in drywall to a height of approximately seven feet (7') and painted white with primer (one coat).
- (7) **Guest Suite Unit Class:** For the purposes of this by-law, the standard unit for the "Guest Suite Unit" (being Unit 7 on Level 1), as identified by the Corporation's declaration registered as Instrument Number AT1253905, shall not include anything that falls within the boundaries of the "Guest Suite Unit" as those boundaries are defined by the Corporation's declaration (the "**Guest Suite Unit Class – Standard Unit**"). Anything not included as part of the Guest Suite Unit Class – Standard Unit (excluding any and all common elements as defined by the declaration) shall be deemed to be an improvement made to a unit, as that term is defined by Section 89 and 99 of the *Act*.
3. Notwithstanding any of the foregoing, if the Corporation at any time owns any unit within any of the classes noted above, then said unit shall, only for the duration that the Corporation retains ownership of same, be classified as the "**Corporation Asset Unit Class - Standard Unit**". The Corporation Asset Unit Class - Standard Unit shall include everything that falls within the boundaries of said unit(s) as those boundaries are described by the Corporation's declaration.
4. Unit owners shall be responsible to maintain and repair all improvements and shall insure all improvements with the customary coverage provided to condominium unit owners and as may be required by the Corporation's governing documents. Although the Corporation need not be provided with a copy of a unit owner's policy of insurance, with respect to the improvements, the Corporation may request in writing from a unit owner, and the unit owner shall provide, sufficient evidence that said improvements are insured. The unit owner shall provide the requisite information to the Corporation within 10 days of receipt of such a request. Any repairs, maintenance, and/or servicing to be conducted by a unit owner to his/her respective unit, shall only be performed by an accredited professional.
5. **Severability:** Each of the provisions of this by-law shall be deemed to be independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity or enforceability of the remainder of this by-law.
6. **Gender:** The use of the masculine gender in this by-law shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include plural wherever the context so requires.
7. **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.
8. **Headings:** The headings in the body of this by-law form no part hereof but shall be deemed to be inserted for convenience of reference only.

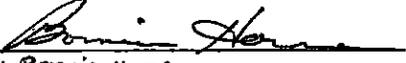
9. **Statutory References:** Any references to a section or sections of the Act in this by-law (or in any by-laws or rules hereafter enacted by the Corporation) shall be read and construed as a reference to the identical or similarly appropriate section or sections (as the case may be) of any successor legislation to the Act.

The foregoing by-law is hereby enacted as By-law No. 3 of Toronto Standard Condominium Corporation No. 1798, said by-law having been passed by the board of directors on the 6th day of APRIL, 2011, and duly approved by the owners of a majority of the units of the Corporation voting in favour of confirming it on the 11th day of MAY, 2011, without variation, pursuant to the provisions of the *Condominium Act, 1998, S.O. 1998, c.19*.

DATED this 16th day of MAY, 2011.

Toronto Standard Condominium Corporation No. 1798

By: 
Name: Peter Griffin
Title: President
I have authority to bind the Corporation.

By: 
Name: Bonnie Horne
Title: Secretary
I have authority to bind the Corporation.

SCHEDULE "A"

Residential Dwelling Class - Standard Unit

(Being Units 1 to 6 inclusive on Level 1, Units 1 to 20 inclusive on Level 2, Units 1 to 22 inclusive on Levels 3 to 6 inclusive, Units 1, 4 to 8 inclusive on Level 7, and Units 11 to 15 inclusive on Level 7)

SUITE	<ul style="list-style-type: none"> • Ceiling – approximate ten foot (10') high ceilings generally in the first floor units and approximate nine foot (9') high ceilings throughout all other units – except for bathrooms, hallways and at bulkheads for mechanical, plumbing, electrical and design purposes • Ceilings - all ceilings are smooth finished in drywall • Coffered ceiling with cornice moulding in foyer and gallery as per plan • Walls - all interior walls as per plan are finished in drywall except that garden room dividers, as per plan, are wood frame and glass with French doors • Paint - all interior walls and ceilings painted white or off-white with primer (one coat) • Trim and woodwork are primed (one coat) • Interior doors – seven foot (7') hollow-board doors, painted white with primer(one coat) and fitted with satin nickel levered door hardware and with privacy locks on bathroom and powder room doors • Baseboards – 5.5" inch throughout except for bathrooms, laundry area and foyer coat closet (1¼" baseboard) • Closets have a single coated wire shelf • The linen closet as per plan has multiple coated wire shelves • All load-bearing structural concrete columns, partitions, framing, along with all pipes, wires, cables, conduits and ducts that form part of the unit as described by the Corporation's Declaration • Fire Shutter as set out in the condominium plans for applicable units,
KITCHEN	<ul style="list-style-type: none"> • Cabinets - stained wood or lacquer cabinets in slab or shaker style with brushed nickel oval knobs on cabinet doors and brushed nickel handles on drawers • Frosted glass cupboard doors above sink as per plan • Counter top – 1 ½" built up square edge slab granite or limestone • Back-splash - full height ceramic back-splash • Sink - double stainless steel sink with single lever chrome faucet and pullout vegetable spray • Standard electrical stove outlet • Electrical box in ceiling wired for fixture • Electrical wiring for under cabinet fixtures with valance • Electrical outlets according to code • Hook-up for dishwasher
MAIN BATHROOM	<ul style="list-style-type: none"> • Vanity with stained wood or lacquered cabinet in slab or shaker style with cultured marble countertop and semi recessed porcelain sink and with brushed nickel knobs on cabinet doors • Traditional-style brushed nickel faucets for sink and tub/shower with lever handles and pressure balanced water temperature controls for tub/shower • One 24" brushed nickel towel rack and one brushed nickel toilet paper holder • Bathtub - 5 foot white acrylic soaker tub with shower, or shower alone as per plan • 6"x6" Ceramic tile full height tub or shower surrounds • 4" tile baseboards to match floor • Framed glass shower door as per plan • Toilet - white two piece unlined • All white bathroom fixtures • Electrical boxes wired for ceiling fixture and for a wall fixture over the vanity • Ground fault protected outlet as per code

<p>ENSUITE BATHROOM (as per plan)</p>	<ul style="list-style-type: none"> • Vanity with stained wood or lacquered cabinet in slab or shaker style with marble countertop and semi recessed porcelain sink and with brushed nickel knobs on doors • Traditional-style brushed nickel faucets for sink, tub and shower with lever handles and pressure balanced water temperature controls for shower • One 24" brushed nickel towel rack and one brushed nickel toilet paper holder • 5'-6" white soaker bathtub with deck-mounted faucet • 12" high granite or limestone tub surround and full height 6" x 6" ceramic tile shower surround • 4" tile baseboards to match floor • Frameless glass shower door as per plan • White one-piece toilet • All white bathroom fixtures • Electrical boxes wired for ceiling fixture and for two wall fixtures over the vanity • Ground fault protected outlet as per code
<p>POWDER ROOM (as per plan)</p>	<ul style="list-style-type: none"> • Vanity with stained wood, marble countertop, white porcelain under mount sink and brushed nickel knobs on doors • Electrical boxes wired for ceiling fixture and for wall fixture above vanity • Traditional-style brushed nickel faucet for sink with lever handles • One 24" brushed nickel towel rack and one brushed nickel toilet paper holder • White one-piece toilet
<p>LAUNDRY AREA</p>	<ul style="list-style-type: none"> • White wall cabinets as per plan • 4" tile baseboards to match floor • Heavy duty wiring and receptacle for dryer along with dryer venting (with fan) to the exterior • Hook-ups and drain for washing machine • Electrical box wired for ceiling fixture
<p>ELECTRICAL CONNECTIONS (as per plan)</p>	<ul style="list-style-type: none"> • Capped ceiling boxes wired for fixtures in dining area, bedrooms, walk in closet, den, in hall/vestibule and garden room • Wired coaxial cable for television outlets in living room, master bedroom, 2nd bedroom and den • Wired telephone outlets in living room, master bedroom, 2nd bedroom, den and kitchen • Wired for high speed internet and for digital television • Individual electrical service panel with circuit breakers • Separate electrical meters for each suite • Switches and electrical outlets - white Decora - style electrical throughout
<p>COMFORT SYSTEMS</p>	<ul style="list-style-type: none"> • Kitchen venting to the exterior • Bathrooms and powder room venting (with a fan) to the exterior • Heat pump(s) for heating and air conditioning as per plan with thermostat and on-off switch
<p>SUITE SAFETY & SECURITY</p>	<ul style="list-style-type: none"> • In-suite keypad suite intrusion alarm on interior entry door. In ground floor suites, intrusion alarm also installed on all exterior windows and doors • Smoke detector - minimum one per suite or as required by law • Heat detector - as required by law • Carbon monoxide detector - as required by law

SCHEDULE "B"

Residential Dwelling Class – Penthouse and Seventh Floor Corner Units
Units 2, 3, 9, and 10 on Level 7, and Units 1 to 6 inclusive on Level 8.

SUITE	<ul style="list-style-type: none"> • Ceiling – approximate ten foot (10') high ceilings generally in Penthouse units and approximate nine foot (9') high ceilings in seventh floor units except for bathrooms, hallways and at bulkheads for mechanical, plumbing, electrical and design purposes • Coffered ceiling with cornice moulding in foyer, gallery, living room, dining room, master bedroom and den as per plan • Ceilings - all ceilings are smooth finished in drywall • Walls - all interior walls as per plan are finished in drywall • Paint - all interior walls and ceilings painted white or off-white with primer (one coat) • Trim and woodwork are primed (one coat) • Interior doors – seven foot (7') hollow-board doors, painted white with primer(one coat) and fitted with satin nickel levered door hardware and with privacy locks on bathroom and powder room doors • Baseboards – 7" inch throughout except for bathrooms, laundry area and foyer coat closet (1¼" baseboard) • Closets have a single coated wire shelf • The linen closet as per plan has multiple coated wire shelves • Gas fireplace • All load-bearing structural concrete columns, partitions, framing, along with all pipes, wires, cables, conduits and ducts that form part of the unit as described by the Corporation's Declaration
KITCHEN	<ul style="list-style-type: none"> • Cabinets - stained wood or lacquer cabinets in slab, shaker style or raised panel with brushed nickel oval knobs on doors and brushed nickel handles on each drawer • Frosted glass cupboard doors above sink as per plan • Counter top – 1½" built up square edge slab granite or limestone • Back-splash - full height granite or limestone back-splash • Sink - double stainless steel sink with single lever chrome faucet and pullout vegetable spray • Pantry as per plan • Standard electrical stove outlet • Electrical box in ceiling wired for fixture • Electrical wiring for under cabinet fixtures with valance • Hook-up for dishwasher
MAIN BATHROOM	<ul style="list-style-type: none"> • Vanity with stained wood or lacquered cabinet in slab or shaker style with brushed nickel knobs on doors, cultured marble countertop and porcelain sink • Traditional-style brushed nickel faucets for sink and tub/shower with lever handles and pressure balanced water temperature controls for tub/shower • One 24" brushed nickel towel rack and one brushed nickel toilet paper holder • Bathtub - 5 foot white acrylic soaker tub with shower, or shower alone as per plan • 6"x6" Ceramic tile full height tub or shower surrounds • Framed glass shower door as per plan • Toilet - white two piece unlined • Lock - privacy lock on bathroom door • All white bathroom fixtures • Electrical boxes wired for ceiling fixture and for a fixture over the vanity • Ground fault protected outlet as per code

ENSUITE BATHROOM	<ul style="list-style-type: none"> • Vanity with stained wood or lacquered cabinet in slab, shaker style or raised panel with shelving as per plan, brushed nickel knobs on cabinet doors, marble countertop and semi recessed sinks • Traditional-style brushed nickel faucets for sink, tub and shower with lever handles and pressure balanced water temperature controls for shower • One 24" brushed nickel towel rack and one brushed nickel toilet paper holder • 5'-6" white bubble jet bathtub with deck-mounted faucet • 12" high marble, granite or limestone tub surround and apron, and full height 6" x 6" ceramic tile shower surround • Frameless glass shower door as per plan • White one-piece toilet • White bidet as per plan • All white bathroom fixtures • Electrical boxes wired for ceiling fixture and for two fixtures over the vanity • Ground fault protected outlet as per code
POWDER ROOM	<ul style="list-style-type: none"> • Vanity with stained wood, brushed nickel knobs on doors, marble countertop and white porcelain under mount sink • Traditional-style brushed nickel sink faucets with lever handles • One 24" brushed nickel towel rack and one brushed nickel toilet paper holder • White one-piece toilet • Electrical boxes wired for ceiling fixture and for wall fixture above the vanity
LAUNDRY AREA	<ul style="list-style-type: none"> • White wall cabinets as per plan • Heavy duty wiring and receptacle for dryer along with dryer venting (with fan) to the exterior • Hook-ups and drain for washing machine • Electrical box wired for ceiling fixture
ELECTRICAL CONNECTIONS (as per plan)	<ul style="list-style-type: none"> • Capped ceiling boxes wired for fixtures in dining area, breakfast area, bedrooms, walk in closet, den, hall/vestibule and gallery • Wired coaxial cable for television outlets in living room, master bedroom, 2nd bedroom and den • Wired telephone outlets in living room, master bedroom, 2nd bedroom, den and kitchen • Wired for high speed Internet and for digital television • Individual electrical service panel with circuit breakers • Separate electrical meters for each suite • Switches and electrical outlets - white Decora - style electrical throughout
COMFORT SYSTEMS	<ul style="list-style-type: none"> • Kitchen venting to the exterior • Bathrooms and powder room venting (with a fan) to the exterior • Heat pump(s) for heating and air conditioning as per plan with thermostat and on-off switch
SUITE SAFETY & SECURITY	<ul style="list-style-type: none"> • In-suite keypad suite intrusion alarm on interior entry door • Smoke detector - minimum one per suite or as required by law • Heat detector - as required by law • Carbon monoxide detector - as required by law

In accordance with paragraph 2 of this by-law:

- (1) Any of the aforementioned materials may be replaced with a material that is of similar or better quality and finish, should the original materials not be available for any reason. Should a dispute arise with respect to same, the final determination shall be that of the board.
- (2) All materials set out above are standard builder's grade, unless specifically stated otherwise. Should a dispute/disagreement arise over the manufacturer, quality, colour, texture, dimension, and/or finish of any item set out above, the final and unfettered determination of same shall be reserved to the board.
- (3) The Residential Dwelling Class - Standard Unit and the Residential Dwelling Class – Penthouse and Seventh Floor Corner Units shall not include any flooring material (unless otherwise specifically provided for above) and/or any light fixtures of any sort (unless otherwise specifically provided for above).

SCHEDULE

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

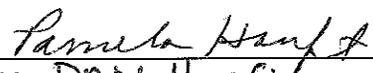
Toronto Standard Condominium Corporation No. 1798 (known as the "Corporation") certifies that:

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

Dated this 15th day of OCTOBER, 2014.

Toronto Standard Condominium Corporation No. 1798

By: 
 Name: ANDY KNOX
 Title: President
 I have authority to bind the Corporation.

By: 
 Name: PAM HANFT
 Title: Secretary
 I have authority to bind the Corporation.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1798

BY-LAW NO. 4

WHEREAS the board of directors may, by by-law pursuant to Section 105(3) of the *Condominium Act, 1998* (the "**Act**"), extend the circumstances under which owners will be responsible for the deductible applicable to repair their respective units, the common elements or other units;

NOW THEREFORE BE IT ENACTED AS A BY-LAW OF Toronto Standard Condominium Corporation No. 1798 (hereinafter referred to as the "**Corporation**"), as follows:

1. Article XII, Section 12.3 of By-Law No. 1, registered as Instrument Number AT1282448 is hereby repealed.
2. **Indemnification for Insurance Deductible:** Each owner shall indemnify and save the Corporation harmless from the amount which is the lesser of:

- (i) any deductible payable by the Corporation pursuant to any policy of insurance held by the Corporation that is applicable to the repair of damage to each owner's respective unit or units; or,
- (ii) the actual costs attributable to the repair of each owner's unit or units,

regardless of fault, so long as the damage is not as a result of an act or omission on part of the Corporation, its directors, officers or agents, and/or so long as the origin of the damage is not attributed to the common elements.

3. **Indemnification for Insurance Deductible - Damage from a Unit to other Units and/or Common Elements:** Where damage occurs to a unit or units or to the common elements and the origin of the damage is from a unit or any part of the unit as that term is defined by the Corporation's declaration (hereinafter referred to as the "**X-Unit**"), the owner of the X-Unit shall indemnify and save the Corporation harmless from the amount which is the lesser of:

- (i) any deductible payable by the Corporation pursuant to any policy of insurance held by the Corporation that is applicable to the repair of damage of the common elements or of any other unit or units including the X-Unit; or,
- (ii) the actual costs attributable to the repair of the common elements or of any unit or units,

regardless of fault, so long as the damage is not as a result of an act or omission on part of the Corporation, its directors, officers or agents.

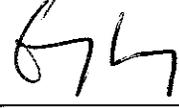
4. The owner of an X-Unit shall be responsible for any payment to the Corporation under this by-law regardless of whether the owner's guests, the owner's lessee, the lessee's guests, or visitors of the owner or lessee, were in the unit or on common elements without the permission of the owner.
5. Where damage originates from an X-Unit, the Corporation will look principally to the owner of the X-Unit for any amount payable under this by-law or the Act.
6. **Indemnification for Insurance Deductible - Damage to Common Elements:** Where a unit owner or, the owner's lessee, or the guest, visitor, contractor, licensee or agent of the owner or lessee as the case may be, causes damage to the common elements, the unit owner shall indemnify and save the Corporation harmless from the amount which is the lesser of:
 - (i) any deductible payable by the Corporation pursuant to any policy of insurance held by the Corporation, that is applicable to the repair of damage of the common elements; or,
 - (ii) the actual costs attributable to the repair of the common elements.

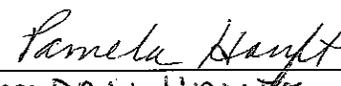
- 7. **Payments Owed to the Corporation Deemed to be Common Expenses:** Any payment which is required to be made pursuant to this by-law by any unit owner or owners shall be and is hereby deemed to be common expenses attributable to the said unit owners' unit and shall be recoverable as such.
- 8. **The Quantum of the Deductible:** The deductible for each insurance policy of the Corporation shall be deemed to be reasonable unless otherwise determined by a court or arbitrator of competent jurisdiction.
- 9. **Severability:** Each of the provisions of this by-law shall be deemed to be independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity or enforceability of the remainder of this by-law.
- 10. **Gender:** The use of the masculine gender in this by-law shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include plural wherever the context so requires.
- 11. **Waiver:** No restriction, condition, obligation or provision contained in this by-law shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.
- 12. **Headings:** The headings in the body of this by-law form no part hereof but shall be deemed to be inserted for convenience of reference only.
- 13. **Statutory References:** Any references to a section or sections of the *Act* in this by-law (or in any by-laws or rules hereafter enacted by the Corporation) shall be read and construed as a reference to the identical or similarly appropriate section or sections (as the case may be) of any successor legislation to the *Act*.

The foregoing by-law is hereby enacted as By-law No. 4 of Toronto Standard Condominium Corporation No. 1798, said by-law having been passed by the board of directors on the 3rd day of September, 2014, and duly approved by the owners of a majority of the units of the Corporation voting in favour of confirming it on the 15th day of October, 2014, without variation, pursuant to the provisions of the *Condominium Act, 1998, S.O. 1998 c.19*.

DATED this 15th day of October, 2014.

Toronto Standard Condominium Corporation No. 1798

By: 
 Name: ANDY KNOX
 Title: President
 I have authority to bind the Corporation

By: 
 Name: PAM HANFT
 Title: Secretary
 I have authority to bind the Corporation



August 31, 2022

2022 Reserve Fund Study

The Condo Act requires that boards have Reserve Fund Studies (RFS) done every three years. The purpose of the RFS is to get an independent expert opinion on whether the amount of money in the reserve fund and the amount of contributions collected by the corporation are adequate to provide for the future expected costs of major repairs and replacement of the common elements and assets of the corporation. This year did require a site visit and to ensure consistency with the 2019 Report, the Board hired Belanger Engineering to do the study.

The RFS is a significant planning tool that assists the Board in developing a cost-effective plan that helps maintain our building at a very high level. In addition to the RFS the board continues to solicit the opinion of our vendor partners to assess projects on an individual basis. This ensures that we can get the maximum life expectancy out of our major assets.

For this study the board developed a list of areas we wished to review with the engineers including the outside landscaping, boiler overhaul, and security. We also discussed sooner than expected past expenditures including the pool shell, visitor's suite, multipurpose room/kitchen and generator overhaul. After reviewing 3 drafts of the RFS the Board unanimously approved the new 2022 Reserve Fund Study.

The Board would also like to thank members of the RFS discussion group, who helped review the RFS drafts and contribute valuable insight and suggestions. Special thanks to Tony Anderson, Adrian Ryans, Andy Knox, Pelle Westlind and Bill Biggar for your active participation.

As most of you know the reserve fund portion of the maintenance fee has risen at a rate of 2.60% per year over the last three years. Due to the major rise of inflation rates and increasing construction costs in general, the final RFS includes a fee increase of 7.25% per year for the period from October 1, 2022 to September 30, 2025. **This is for the reserve fund portion of the maintenance fee only (about 33% of the total fee).**

Within the next few weeks, we will be completing work on the fiscal year 2023 operating budget and finalizing the total maintenance fee increase for the coming year.

We look forward to seeing you at the **Town Hall Meeting on Wednesday November 2, 2022**

Yours truly,

Gyslaine Hunter on behalf of the Board
President TSCC No.1798

**NOTICE OF FUTURE FUNDING OF THE RESERVE FUND
(UNDER SUBSECTION 94 (9) OF THE CONDOMINIUM ACT, 1998)**

Condominium Act, 1998

TO: All owners in Toronto Standard Condominium Corporation No. 1798

The board has received and reviewed the Class 2 Updated Study of the Reserve Fund (based on a site review) dated August 2022 prepared by Belanger Engineering, and has proposed a plan for the future funding of the reserve fund that the board has determined will ensure that, in accordance with the regulations made under the Condominium Act, 1998, the reserve fund will be adequate for the major repair and replacement of the common elements and assets of the corporation.

This notice contains:

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

At the present time the average contribution per unit per month to the reserve fund is \$380.14. Based on the proposed funding plan, the average increase in contribution per unit per month will be \$27.55 in 2023, \$29.55 in 2024 and \$31.69 in 2025.

The proposed funding plan will be implemented at the beginning of the 2023 fiscal year, that being October 1, 2022.

Dated this 9th day of August 2022

Toronto Standard Condominium Corporation No. 1798


.....
(signature)

Gyslaine Hunter-Perreault
.....
(print name)


.....
(signature)

LINDA E. SUTHERLAND
.....
(print name)

SUMMARY OF RESERVE FUND STUDY

The following is a summary of the Class 2 Updated Study of the Reserve Fund (based on a site review) dated August 2022, prepared by Belanger Engineering for Toronto Standard Condominium Corporation No. 1798 (known as the 'Reserve Fund Study').

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

The estimated expenditures from the reserve fund for the next thirty (30) years are set out in the CASH FLOW TABLE. In this summary, the term 'annual contribution' means the total amount to be contributed each year to the reserve fund, exclusive of interest earned on the reserve fund. The recommended annual contribution for 2023 is \$660,456, based on the estimated expenditures and the following:

Opening Balance of the Reserve Fund (for 2022):	\$3,043,467
Minimum Reserve Fund Balance during the projected period:	\$174,102
Assumed Annual Inflation Rate for Reserve Fund Expenditures:	2.00%
Assumed Annual Interest Rate for interest earned on the Reserve Fund:	3.50%

The Reserve Fund Study can be examined at Management Office, c/o Crossbridge Condominium Services, 2855 Bloor Street West, Toronto, Ontario, during normal business hours, provided a request is in writing.

CASH FLOW TABLE

Opening Balance of Reserve Fund: \$3,043,467 Run 1
 Minimum Desired Reserve Fund Balance: \$100,000
 Assumed Annual Inflation Rate: 2.00% Initial Contribution Increment: 7.25%
 Assumed Interest Rate: 3.50% Post-Critical Cont. Increment: 2.00%
 Number of Suites: 135

FINAL - August 17, 2022

Year	Opening Balance	Recommended Annual Contribution	Estimated Inflation Adjusted Expenditures	Estimated Interest Earned	Percentage Increase in Recommended Annual Contribution	Estimated Closing Balance	Comments
2022	\$3,043,467	\$615,824	-\$1,128,800	\$97,544	n/a	\$2,778,035	One-Time Contribution of \$150,000
2023	\$2,778,035	\$660,456	-\$304,980	\$103,452	7.25%	\$3,236,964	
2024	\$3,236,964	\$708,324	-\$215,467	\$121,919	7.25%	\$3,851,739	
2025	\$3,851,739	\$759,660	-\$269,759	\$143,384	7.25%	\$4,485,024	
2026	\$4,485,024	\$774,853	-\$723,931	\$157,867	2.00%	\$4,693,814	
2027	\$4,693,814	\$790,350	-\$1,210,956	\$156,923	2.00%	\$4,430,132	
2028	\$4,430,132	\$806,157	-\$531,436	\$159,862	2.00%	\$4,864,715	
2029	\$4,864,715	\$822,281	-\$633,041	\$173,577	2.00%	\$5,227,532	
2030	\$5,227,532	\$838,726	-\$599,187	\$187,156	2.00%	\$5,654,227	
2031	\$5,654,227	\$855,501	-\$4,018,499	\$142,545	2.00%	\$2,633,774	
2032	\$2,633,774	\$872,611	-\$706,407	\$95,091	2.00%	\$2,895,068	
2033	\$2,895,068	\$890,063	-\$503,567	\$108,091	2.00%	\$3,389,655	
2034	\$3,389,655	\$907,864	-\$725,181	\$121,835	2.00%	\$3,694,174	
2035	\$3,694,174	\$926,021	-\$168,428	\$142,554	2.00%	\$4,594,322	
2036	\$4,594,322	\$944,542	-\$2,325,185	\$136,640	2.00%	\$3,350,318	
2037	\$3,350,318	\$963,433	-\$1,397,011	\$109,674	2.00%	\$3,026,413	
2038	\$3,026,413	\$982,701	-\$151,830	\$120,465	2.00%	\$3,977,749	
2039	\$3,977,749	\$1,002,355	-\$341,799	\$150,781	2.00%	\$4,789,086	
2040	\$4,789,086	\$1,022,402	-\$494,316	\$176,860	2.00%	\$5,494,032	
2041	\$5,494,032	\$1,042,851	-\$3,660,529	\$146,482	2.00%	\$3,022,835	
2042	\$3,022,835	\$1,063,708	-\$1,947,037	\$90,341	2.00%	\$2,229,846	
2043	\$2,229,846	\$1,084,982	-\$189,458	\$93,716	2.00%	\$3,219,086	
2044	\$3,219,086	\$1,106,681	-\$438,440	\$124,362	2.00%	\$4,011,690	
2045	\$4,011,690	\$1,128,815	-\$232,120	\$156,101	2.00%	\$5,064,486	
2046	\$5,064,486	\$1,151,391	-\$4,318,815	\$121,827	2.00%	\$2,018,890	
2047	\$2,018,890	\$1,174,419	-\$2,647,938	\$44,875	2.00%	\$590,245	
2048	\$590,245	\$1,197,907	-\$1,507,415	\$15,242	2.00%	\$295,980	
2049	\$295,980	\$1,221,866	-\$1,046,492	\$13,428	2.00%	\$484,782	
2050	\$484,782	\$1,246,303	-\$1,568,315	\$11,332	2.00%	\$174,102	Critical Year
2051	\$174,102	\$1,271,229	-\$1,214,500	\$7,086	2.00%	\$237,917	

Notes: 1) HST included in expenditures
 2) 2022 Fiscal Year: Oct 1, 2021 - Sep 30, 2022

**SUMMARY OF PROPOSED PLAN
FOR FUTURE FUNDING OF THE RESERVE FUND**

The following is a summary of the board's proposed plan for the future funding of the reserve fund.

The board of Toronto Standard Condominium Corporation No. 1798 has reviewed the Class 2 Updated Study of the Reserve Fund (based on a site review) dated August 2022, prepared by Belanger Engineering for the corporation (known as the 'Reserve Fund Study') and has proposed a plan for the future funding of the reserve fund that the board has determined will ensure that, in accordance with the regulations made under the Condominium Act, 1998, the reserve fund will be adequate for the major repair and replacement of the common elements and assets of the corporation.

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

The total annual contribution recommended under the proposed funding plan for the current fiscal year is \$615,824, which is the same amount that has already been budgeted.

The Proposed Plan for Future Funding of the Reserve Fund can be examined at Management Office, c/o Crossbridge Condominium Services, 2855 Bloor Street West, Toronto, Ontario.

CONTRIBUTION TABLE

Year	A Annual Contribution	% Increase Over Previous Year	B Other Contribution	Total Contribution Each Year
2022	615,824	n/a	0	615,824
2023	660,456	7.25%	0	660,456
2024	708,324	7.25%	0	708,324
2025	759,660	7.25%	0	759,660
2026	774,853	2.00%	0	774,853
2027	790,350	2.00%	0	790,350
2028	806,157	2.00%	0	806,157
2029	822,281	2.00%	0	822,281
2030	838,726	2.00%	0	838,726
2031	855,501	2.00%	0	855,501
2032	872,611	2.00%	0	872,611
2033	890,063	2.00%	0	890,063
2034	907,864	2.00%	0	907,864
2035	926,021	2.00%	0	926,021
2036	944,542	2.00%	0	944,542
2037	963,433	2.00%	0	963,433
2038	982,701	2.00%	0	982,701
2039	1,002,355	2.00%	0	1,002,355
2040	1,022,402	2.00%	0	1,022,402
2041	1,042,851	2.00%	0	1,042,851
2042	1,063,708	2.00%	0	1,063,708
2043	1,084,982	2.00%	0	1,084,982
2044	1,106,681	2.00%	0	1,106,681
2045	1,128,815	2.00%	0	1,128,815
2046	1,151,391	2.00%	0	1,151,391
2047	1,174,419	2.00%	0	1,174,419
2048	1,197,907	2.00%	0	1,197,907
2049	1,221,866	2.00%	0	1,221,866
2050	1,246,303	2.00%	0	1,246,303
2051	1,271,229	2.00%	0	1,271,229

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

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

NONE



TORONTO STANDARD CONDOMINIUM CORPORATION No.1798

2855 Bloor Street West, Toronto, M8X 3A1

RULES

Effective October 28, 2014

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RULES

1. QUIET ENJOYMENT

- a) No owner, resident, or visitor shall create or permit the creation or continuance of any noise or nuisance which does or may unreasonably disturb, annoy, or interfere with the comfort or quiet enjoyment of other residents. This may include, but is not limited to: loud music, loud conversations, loud equipment, drifting of smoke or drifting of odours.
- b) Upon notice or instruction from the concierge, property manager, or any member of the Board of Directors of the Corporation (the 'Board'), any owner or resident personally, or whose visitors are contravening or have contravened this Rule shall abate the noise or nuisance at his or her expense to the Board's satisfaction without delay.
- c) The use of firecrackers or other fireworks is not permitted in any of the units or common elements.
- d) Smoking is prohibited except in the residential units and exclusive use common elements.
- e) No auction sales, contents sales, or other public events shall be allowed in the units or common elements.

2. SAFETY

- a) No hazardous, combustible, or offensive goods, provisions or materials shall be kept in any of the units or exclusive use common elements.
- b) No propane or natural gas tanks or heaters shall be kept or used in any of the units or exclusive use common elements.
- c) No charcoal or wood burning stoves, barbecues, or appliances shall be kept or used in any of the units or exclusive use common elements.
- d) Nothing shall be done or kept in any of the units or exclusive use common elements, which will increase the risk of fire or the rate of fire insurance premiums, or breach or conflict with any applicable laws pertaining to fire safety or the environment, or the provisions of any insurance policy carried by the Corporation.
- e) Owners/residents of units with fire screens that drop down in the case of fire to cover certain windows must keep them free from any obstruction that would impede their deployment in case of fire.
- f) The doors from the residential units to the corridors (hereinafter called "unit access doors") shall not be left open, and, for ventilation reasons, weather

stripping shall not be added to such doors. Weather stripping that has been added must be removed as it affects the air balancing in the building.

3. SECURITY

- a) Residents shall immediately report any suspicious person(s) seen on the property to the property manager or concierge.
- b) Building access fobs or common element keys shall not be made available to anyone other than owners and residents, except to a person minding a unit during the resident's absence.
- c) Transferring of keys and fobs during ownership or occupancy changes must be done directly between the parties or their lawyers as the property manager and concierge are not authorized to do so.
- d) Building access doors shall not be left unlocked or wedged open except as reasonably required in connection with a move for which an elevator is on reserved service.
- e) Locks on unit access doors must be compatible with the building's "master key" system for emergency access.
- f) No additional locks shall be placed on a unit access door.
- g) If an owner wishes to change a lock on a unit access door a request should be made to the property manager. Except in emergencies, no change of a lock is permitted without the prior consent of the Board or property manager. The change of lock, if consented to, shall be done by a locksmith approved by the Board or property manager in the presence of the property manager or superintendent. The cost of the locksmith and materials are the responsibility of the owner. Requests to change locks will not be entertained from residents who are not owners except in emergencies.
- h) No visitor may use or have access to the common elements and facilities unless accompanied by an owner or resident.

4. CONTRACTOR ACCESS AND CONDUCT

- a) Upon arrival at and departure from the property, contractors and other service providers must sign in and out with the concierge at the beginning and end of his or her working day on site.
- b) Contractors and other service providers must adhere to the "CONTRACTORS GUIDELINES" that are available from the concierge.
- c) Contractors and other service providers delivering materials or removing materials or debris shall cover the corridor carpets and make arrangements with the concierge for installation of elevator protection, and upon finishing shall make

arrangements for removal of the elevator protection and inspection of the elevator and surrounding common elements.

- d) It is the responsibility of owners and residents to ensure compliance with these provisions by their contractors and service providers.

5. USE OF ELEVATORS

- a) Elevators shall not be used for purposes of major moves of furniture or other items in or out of a unit unless an ELEVATOR BOOKING AGREEMENT has been executed and related requirements and payments satisfied. Minor moves or deliveries of furniture or other items, as determined by the concierge, may be made without an ELEVATOR BOOKING AGREEMENT or elevator deposit, but all other provisions of this Rule 5 shall apply.
- b) Elevators may be reserved by residents and owners for use by residents, owners, movers, contractors, and approved service personnel in accordance with the RULES and the terms of the Corporation's form of ELEVATOR BOOKING AGREEMENT in effect from time to time.
- c) Any resident or owner wishing to reserve an elevator shall complete and provide to the property manager an ELEVATOR BOOKING AGREEMENT together with a damage deposit in the amount determined by the Board from time to time ("elevator deposit").
- d) An elevator deposit shall be by cheque unless either:
- i. the move concerns a residential unit which has been sold and is a move out of the unit, or
 - ii. the move is into a residential unit and the person(s) moving into the unit are not the owner(s) or purchaser(s) of the unit,
- in which event the elevator deposit shall be by certified cheque, bank draft, or money order.
- e) Elevators may only be reserved for use during one four (4) hour period from 9:00 a.m. to 1:00 p.m. or from 1:00 p.m. to 5:00 p.m.
- f) If the move is not completed within the reserved time, the concierge shall extend the reserved time by up to two (2) hours and if the move is still incomplete, the elevator deposit shall be forfeited to the Corporation and the move shall be permitted to continue.
- g) The owner or resident shall arrange for the concierge to install protective pads and floor cover in the elevator, and to inspect with the owner or resident the elevator

and surrounding common elements in accordance with the ELEVATOR BOOKING AGREEMENT. Such inspections shall occur immediately prior to and immediately following the move. The concierge will report any damages to the property manager. The concierge and property manager shall withhold return of the elevator deposit until final costs of any necessary repairs have been determined and the repairs completed.

- h) The resident and owner of the residential unit shall be liable for the full costs of all necessary repairs.
- i) The elevator deposit, if not forfeited, shall be applied on account of the costs of the repairs and any surplus shall be returned to the owner or resident who paid the deposit.
- j) Corridors and elevator lobbies shall not be obstructed prior to, during, or after a move or delivery.
- k) In no event shall the Corporation, property manager, or Board be liable for any inconvenience, or for claims for any losses, costs, or damages.
- l) Elevators shall not be used in any manner that may endanger or inconvenience other residents. Elevators shall not be overloaded, jumped in, pried open, or kept from closing.

6. USE OF COMMON ELEMENTS

- a) Smoking is not allowed in or on the common elements except the exclusive use common elements.
- b) No equipment, furniture, or other items shall be moved or removed from the common elements without the approval of the Board or property manager.
- c) Residents shall not leave, store or dispose of items upon the common elements except for the permitted use of the garbage chutes and P1 Garbage Room.
- d) The common elements shall not be used by residents for public or commercial purposes.
- e) Except as otherwise provided in this Rule 6, no portion of the common elements or exterior of the building shall be altered, painted, or decorated except as approved by the Board.
- f) A seasonal swag or wreath may be hung on a suite entrance door using an over the top of the door hanger during the seasonal period of December 1 to January 10 inclusive, or other period determined by the Board.
- g) Suitable clothes and appropriate footwear must be worn
 - i. in the pool/spa area and in the fitness room, and
 - ii. in the hallways and other common areas, including, but not limited to while walking between the resident's unit and the pool/spa area or fitness room.

- h) The rear garden is intended for private and personal use only and is not for use by guests unaccompanied by residents even if they are guests at a function in the Multi-Purpose/Media Room.
- i) Running, shouting and ball playing are not allowed in the rear garden or other common element areas.
- j) Food and non-alcoholic beverages are permitted at any time in the rear garden, but bottles, containers, glasses, plates, and similar items must be non-breakable. Alcoholic beverages are permitted in the rear garden only between the hours of 12 noon and 9:00 p.m.
- k) Events held by the Corporation (“Corporate Events”), such as the summer barbeque to which owners and residents are invited, are permitted in the rear garden. Barbeques may be brought into the rear garden for use at Corporate Events only. The restrictions pertaining to the consumption of alcoholic beverages and use of non-breakable containers, etc. in the rear garden shall not apply to Corporate Events.
- l) No food or beverages shall be consumed upon the condominium property except in the rear garden as set out above, residential units and their exclusive use common elements, the guest suite, when booked, the Board/Meeting Room, when booked, the Media Room when used by itself, and the Multi Purpose Room/Media Room, when booked by an owner or resident, or used by the Corporation for a meeting or function.
- m) No rollerblading or skateboarding is permitted in any of the common element areas inside or outside the building.

7. RESIDENTIAL UNITS

- a) Units shall be occupied and used only as private single-family residences in accordance with the zoning by-laws of the City of Toronto and other laws.
- b) Residents must provide to the property manager a completed current RESIDENT INFORMATION FORM including vehicle information upon moving into the building and shall provide an updated form as soon as possible after any change to the information provided.
- c) No immoral, improper, offensive, or unlawful use shall be made of any unit.
- d) Residents shall not permit an infestation of pests, insects, vermin, or rodents in their units or exclusive use common elements. Residents must immediately report to the property manager any incident of such infestation.
- e) Residents shall not overload existing electrical circuits.
- f) Water shall not be left running unless in actual use.
- g) The toilets, sinks, showers, bath tubs, and other parts of the plumbing system shall be used only for purpose for which they were constructed, and no sweepings, garbage, rubbish, rags, ashes, or other substances shall be thrown therein. The

cost of repairing damage to the common elements and other units resulting from misuse or from unusual or unreasonable use shall be borne by the owner who, or whose tenant, family, guest, invitee, employee, agent, or contractor caused it.

- h) No hoarding is allowed in any unit or exclusive use common elements.

8. BALCONIES, PATIOS AND TERRACES ("exclusive use common elements")

- a) Nothing shall be thrown out of or otherwise emitted from or off the windows, doors, or exclusive use common elements. These items include but are not limited to miscellaneous debris, refuse, cigarette butts, plant water, or water used in washing balcony floors or furniture.
- b) No plants, lights, decorations, or other items of any kind are permitted to be attached to, or suspended from, any balcony railings or dividers.
- c) No mops, brooms, dusters, rugs, or bedding shall be shaken or beaten from any window, door, or exclusive use common elements.
- d) No awning, foil paper, or shades shall be erected over, in, on, or outside of the windows, doors, or exclusive use common elements, without the prior written consent of the Board. Shades and other window coverings are permitted on the insides of doors and windows, but must be white or off-white in colour.
- e) No painting shall be done by residents or visitors to or on the exterior of the units, railings, doors, windows, or any other part of the common elements including exclusive use common elements.
- f) No hanging or drying of clothes is allowed in or on any exclusive use common elements.
- g) Exclusive use common elements shall not be used for the storage of any goods or materials. Seasonal furniture is allowed on exclusive use common elements, but must be safely secured to avoid being blown off or around by inclement weather.
- h) Flags and other adornments visible to the outside are not permitted to be displayed by residents in their units or exclusive use common elements except as otherwise permitted by this Rule 8.
- i) Seasonal white LED lights are permitted on or within exclusive use common elements during the seasonal period of December 1st to January 10th inclusive provided that (i) the emitted light is not visible from the adjacent Park Lawn Cemetery (ii) the lights shall not be fastened to the exterior of the building or to any railings or dividers, and (iii) the lights are not flashing lights.

9. LEASING OF UNITS

- a) Any lease or tenancy of a residential unit (in this Section called a "Lease") shall be for a minimum of six (6) consecutive months, or shorter period consented to by the Board in writing, in advance, in the Board's sole discretion. If a Lease is

terminated, expires or otherwise ends prior to the last day of such six (6) consecutive month period, or Board approved shorter period, then the unit shall not be re-leased or otherwise occupied by anyone other than the owner or the owner's immediate family until the expiry of such six (6) consecutive month or Board approved shorter period. The Board may, but is not obligated to, permit a re-leasing of the residential unit where the facts indicate to its satisfaction no intention on the part of the owner/tenant to lease (or to have leased) the unit on a short term basis. No unit shall be occupied under a Lease for transient, hotel-like commercial or corporate purposes of any sort. No roomers or boarders are permitted.

- b) Within thirty (30) days of leasing of a unit, the owner shall provide the property manager with a copy of the Lease or a Form 5 (as required by the Act), and shall provide the property manager with the Corporation's form of TENANT'S UNDERTAKING AND ACKNOWLEDGMENT signed by each tenant together with an updated RESIDENT INFORMATION FORM including the names, contact phone numbers, and vehicle information of the tenants.
- c) Information on the RESIDENT INFORMATION FORM shall also include the owner's off-site address and all contact numbers, and shall be updated without delay after any change of information.
- d) The owner shall notify the Corporation immediately when the residential unit is no longer rented and shall provide an updated RESIDENT INFORMATION FORM.
- e) The owner shall be responsible to inform their tenants of the RULES of the Corporation and shall be responsible in the event of non-compliance.
- f) The owner shall be responsible for any damages or required additional maintenance to the common elements or other units caused by their tenants or other visitors or those for whom they are in law responsible and shall be responsible for all costs incurred by the Corporation for such maintenance and repairs.
- g) No owner shall allow his tenant to sublet the unit to another tenant.
- h) Parking units may only be leased to residents in occupation of a residential unit and the above sub-rules (a) to (g) shall also apply to leased parking units.

10. MAINTENANCE AND REPAIRS

- a) Owners and residents must immediately repair or cause to be repaired all leaking taps or pipes or conduits carrying water within the unit and which service their unit only.
- b) Any repairs to the units shall be made between 8 a.m. and 6 p.m. Monday to Saturday except in emergencies. Repairs are not permitted on Sundays and holidays except in emergencies.

- c) Owners/residents shall be responsible for any damages or required additional maintenance to the common elements or other units caused by themselves, or residents of their units, or the owner's or resident's visitors and shall be responsible for all costs incurred by the Corporation for such additional maintenance and repairs.

11. RENOVATIONS

- a) Any renovations planned in a unit, including flooring, plumbing, electrical, mechanical, structural, or cable alterations, must be presented to and approved in writing by the Board prior to work being started. The owner shall complete and submit a RENOVATION REQUEST FORM. Depending on the extent of the renovation the presentation to the Board must include detailed plans and drawings.
- b) No garburators shall be installed in any unit.
- c) Work must be supervised by an approved licensed contractor.
- d) Electrical circuits must not be overloaded. The amperage of the circuit breakers in the unit shall not be altered.
- e) Passageways and walkways which are part of the common elements shall not be obstructed or blocked in any way during renovations and shall be used only for the purpose of ingress and egress to and from the unit.
- f) Work may only be done between the hours of 8 a.m. and 6 p.m., Monday to Saturday, except in emergencies and is not permitted on Sunday or holidays, except in emergencies.
- g) Plumbing or electrical work must be done by licensed plumbers or electricians.

12. RESIDENTS' PARKING

- a) For the purpose of these RULES "motor vehicle" shall mean a private passenger automobile, station wagon, compact van, small truck or motorcycle as customarily understood.
- b) No vehicle other than a "motor vehicle" as defined above, and no trailer, boat, snowmobile, mechanical toboggan, machinery or equipment of any kind shall be parked in a parking unit, in the underground garage, or on any part of the common elements.
- c) All motor vehicles operated by residents must be registered with the property manager immediately and shall be referred to on the RESIDENT INFORMATION FORM. Residents must immediately reregister and sign a new RESIDENT INFORMATION FORM as soon as possible after a change of vehicle or license plate particulars. Information provided must include all vehicle identification including the license plate particulars of each vehicle which may be parked in the parking unit.

- d) No person shall place, leave, park, or permit to be placed left or parked in a parking unit, or upon the common elements, any vehicle which in the opinion of the property manager or the Board, may pose a security or safety risk, by reason of its length of unattended stay, physical condition, appearance, or potential damage to the common elements. Within seventy-two (72) hours of written notice from the Board or property manager, the owner of the parking unit shall at his or her expense remove or attend to the motor vehicle as required and directed by the Board or property manager.
- e) If a motor vehicle is left standing in a parking unit or upon the common elements and is unlicensed or unregistered with the property manager or if the requirements and directions given by notice under this Rule 12 are not carried out, the vehicle may be towed, at the parking unit owner's expense, without further notice to the owner of the parking unit, or any notice by the Corporation to the owner of the motor vehicle.
- f) No more than one motor vehicle may be parked in a parking unit at one time. In addition, up to two "Permitted Items" may be stored in a parking unit. A "Permitted Item" means any one of the following: an empty bundle buggy, an empty child's wagon, an empty child's pram or a child sized bicycle (which does not have to be on a rack).
- g) Except as permitted in Rules 12 f) and 19 a), parking units shall not be used for storage including but not limited to storage of boxes, storage containers, bottles containing fluid, tires, roof racks, or unauthorized bicycle racks.
- h) No motor vehicle having a propane or natural gas propulsion system may be parked in a parking unit or brought within the parking garage.
- i) No servicing or repairs shall be made to any motor vehicles in any unit or common element.
- j) No washing of motor vehicles may take place in any unit or common element.
- k) The parking unit owner, or resident using the space, shall ensure that no oil or other spills remain on the garage floor of the parking unit and shall make every effort to immediately clean them up to limit damages.
- l) Residents' motor vehicles shall not be parked in the Visitors Parking area, the front circular driveway, which is a fire route, or in the garbage areas at the east side of the property. This provision shall not apply to restrict parking for a reasonable time required to load or unload household effects, provided disruption to other persons and vehicles is minimized.
- m) Motor vehicles shall not be driven at a speed in excess of the posted rate.
- n) No parking unit may be sold, conveyed, assigned, leased or otherwise transferred except to the Corporation or to an owner of a residential unit, but may be leased to a resident in occupation of a residential unit, subject to the RULES.

13. VISITORS' PARKING

- a) Only staff on duty, contractors who are working for the Corporation, and authorized visitors may park in the Visitors Parking area.
- b) Overnight guest parking by visitors shall be reported in advance to the concierge and may be allowed up to a maximum of 7 consecutive nights. A permission issued by the concierge must be displayed on the dash.
- c) Residents shall not park in the Visitors Parking area at any time except by permission of the property manager, who may permit a resident to park in Visitors Parking to allow maintenance work or repairs in the resident's parking unit, or for any other reason acceptable to the property manager.

14. FRONT CIRCULAR DRIVEWAY

- a) The front circular driveway/turning circle is a fire route and may only be used for drop off or pickup of passengers.
- b) Vehicles parked or stopped for an excessive period of time, as determined by the property manager or the concierge, in their sole discretion, may be subject to a report to the police, towing, and other enforcement.
- c) Delivery vehicles (except couriers) shall not enter upon or utilize the front circular driveway/turning circle. The east entrance is to be used.
- d) Large items or packages, as determined by the concierge, shall not be delivered through the main lobby. The move-in entrance at the east of the building is to be used.

15. PETS

- a) No pets shall be kept or allowed in any unit or exclusive use common elements other than two (2) general household domestic pets, being cats, dogs, canaries, budgies, or other similar caged birds, or an aquarium of goldfish or tropical fish.
- b) No exotic animals (e.g. snakes, reptiles) shall be kept or allowed in any unit or on the common elements including exclusive use common elements.
- c) Dogs and cats must be leashed or carried at all times while on the common elements.
- d) No animals shall be kept or allowed on the nonexclusive use common elements except for the taking of permitted animals (referred to above) directly to or from a unit.

- e) No pets are allowed in the garden.
- f) No breeding of animals for sale or otherwise shall be carried on in any units or the common elements including exclusive use common elements.
- g) No attack dogs shall be kept or allowed in any unit or the common elements including exclusive use common elements.
- h) No animal declared to be a nuisance by the Board or property manager in their absolute discretion may be kept or allowed by any owner or resident in any unit or exclusive use common elements. Nuisance may include but is not limited to (i) continued or excessive barking, (ii) repeated voiding or defecation on the common elements inside or outside, (iii) the Board or property manager considering the animal to be a danger to residents or others (iv) the Board or property manager considering the animal to have the potential to cause undue fear to residents or others (v) any animal whose owner or person in charge fails to immediately clean up any urine or defecation by such animal upon the common elements.
- i) Within two (2) weeks of receipt of a written notice from the Board or property manager requesting the removal of an animal deemed to be a nuisance the resident or unit owner shall permanently remove such animal from the property.
- j) Persons owning or caring for animals must immediately clean up any urine or defecation deposited by the animal so that the common elements are neat, clean, and in good odour at all times. Failure to do so may be deemed a nuisance and subject to the terms outlined above and/or the Board may cause any costs of cleanup or damage to be charged to the applicable unit owner.
- k) No defecation or urine, bagged or otherwise, shall be deposited in any common element garbage receptacle except if bagged and placed in the garbage chute.

16. NOTICES

- a) Notices or any other correspondence from the Corporation or property manager to an owner or resident may be delivered to the owner's residential unit, or sent to the owner by e-mail or fax, subject to the Act, where applicable.
- b) Owners/residents who wish to post notices on the bulletin board in the mailroom (the "Bulletin Board") may do so, subject to prior approval of the property manager or the Board, and subject also as follows.
 - i. No commercial notices or advertisements may be posted on the Bulletin Board.
 - ii. If the notice is for the sale or lease of a residential unit, the notice may not indicate an asking price for the unit or amount of rent.
 - iii. No notice may be larger than 8.5"x11"
 - iv. No notice may be posted for more than 30 days.

- v. If the notice is for an item or items for sale, the item(s) are owned by the resident and located in the resident's unit or the item is a motor vehicle registered with the property manager and parked in the resident's parking unit.
- c) The Corporation may post notices on the Bulletin Board and other bulletin boards at its discretion.
- d) No signs, advertisements, or other notices shall be inscribed, painted, affixed or placed on any part of the inside or outside of the building or common elements without prior written consent of the Board , which may be arbitrarily withheld.

17. GARBAGE DISPOSAL

- a) Garbage must be deposited in the garbage chute according to posted instructions or deposited in the Garbage Room on P1.
- b) All garbage must be appropriately bagged before being deposited in the garbage chute.
- c) No burning cigarettes, cigars, ashes or other potential fire hazards shall be deposited in the garbage chutes.
- d) No garbage shall be placed in the garbage chute between the hours of 9 p.m. and 8 a.m.
- e) No garbage is to be left on the floor of a garbage chute room or elsewhere on the common elements.
- f) Any garbage that will not easily fit into or may block the garbage chute shall be taken to the Garbage Room on P1.
- g) Dead batteries and fluorescent or mercury containing light bulbs (e.g. spiral type) shall be delivered to the concierge for proper disposal off-site, or placed in the plastic bin marked for the purpose of any or all such items in the Garbage Room on P1.
- h) Unless otherwise advised, or posted in the Garbage Room on P1, wine, liquor, and beer bottles and cans may be placed in the plastic bins in the Garbage Room on P1 for collection by volunteers with proceeds to be donated to charity.

18. LOCKERS AND STORAGE

- a) No hazardous, combustible, or offensive goods, provisions or materials shall be kept in the storage lockers.
- b) No propane or natural gas tanks or heaters shall be kept in the storage lockers.
- c) Items may not be stored outside or on top of the storage lockers.
- d) Lockers must be kept clean and free of debris.

19. BICYCLES

- a) Subject to Rule 12 f), bicycle parking is allowed only in one of the racks provided by the Corporation or in an approved rack installed by the Corporation in an owner's parking unit at the owner's expense.
- b) Without limiting subsection a) above, the parking of bicycles is not allowed in any location outside the building or in the garden.
- c) A limited number of bicycle racks in the common elements may be available from the property manager at no charge to residents from a waiting list as they are vacated. All such bicycles must be registered with the property manager. Residents use these racks at their own risk, and the Corporation shall have no liability whatsoever. Use of these racks is not transferable by a resident to another resident or future resident. Arrangements must be through the property manager. These racks are and shall remain the property and assets of the Corporation and shall not be removed or altered except by the Corporation. The Corporation shall have the right to periodically review allocations of the racks in the common elements and remove unclaimed bicycles after a reasonable period of after non-use and/or change of allocation as determined by the Board or property manager.
- d) No owner, resident or visitor shall ride or take his or her bicycle into the building or onto the common elements except by way of the vehicular garage doors and through the parking garage for the purpose of storing it on an approved rack. Bicycles may not be ridden or taken through the foyer, on the elevators, through the corridors, into the locker rooms or into any of the amenity rooms or elsewhere on the common elements except the garage and parking areas and exterior access driveways leading to the vehicular garage doors.

20. REAL ESTATE SHOWINGS

- a) Open Houses for the public or for real estate agents are not allowed.
- b) Real estate showings must be arranged "by appointment only".
- c) No sign, advertisement or notice, including real estate showing signs, may be inscribed, painted, affixed or placed on any part of the inside or outside of the building or common elements.
- d) No lock box may be affixed or placed on any part of the inside or outside of the building or common elements. Keys may be left with the concierge.
- e) Owners selling units are responsible for providing the agents with detailed guidelines regarding real estate listings that are available from the property manager and/or the concierge.

21. CONCIERGE'S ACCEPTANCE OF DELIVERIES

- a) Concierges will accept delivery of envelopes and small packages for residents who are not at home at the time of delivery. The concierge will not accept cash, registered mail, other than passports if pre-arranged with the concierge, bottled water and parcels or items, other than flowers or plants that are too large to be kept conveniently in the cupboard behind the desk or in the storage room.
- b) The concierge will accept envelopes and small packages from residents for pick-up by other residents or by non-residents on the basis that, if the item has not been picked up within 72 hours, it will be returned to the resident.

22. AMENITIES OF THE CORPORATION

22.1 THE BOARD/MEETING ROOM

- a) Subject to prior bookings, owners/residents wishing to use the Board/Meeting Room for meetings may do so on a first-come basis at no charge by booking with the concierge.
- b) Details of room usage are available upon booking the room.
- c) A maximum of 15 persons is allowed in the Board/Meeting Room.
- d) Food and non-alcoholic beverages may be consumed in the Board/Meeting Room, when booked.
- e) The owner/resident shall leave the Board/Meeting Room clean and tidy after use.

22.2 GUEST SUITE

- a) There is one (1) Guest Suite available for the convenience of the residents' guests. It is available for booking by residents on a "first-come basis".
- b) A BOOKING AGREEMENT is available from the concierge, the property manager, or the website.
- c) A security deposit is required to confirm the booking. The security deposit is fully refundable provided no damages or losses occur to the Guest Suite. Residents who are not owners must pay the security deposit and rental by certified cheque, money order, or bank draft in advance.
- d) Payment for the rental for each night's usage is also required upon booking. The payment for the security deposit and the rental will not be cashed by the Corporation before completion of the rental.
- e) The payment for the security deposit and rental shall be made to "TSCC No. 1798" and handed to the concierge.
- f) The rental rate for the Guest Suite and the amount of the security deposit shall be as determined by the Board from time to time.
- g) Maximum consecutive stay per guest is seven (7) days.

- h) Following inspection of the suite by the concierge and resident, the key will be provided by the concierge. The resident shall report any problems with the Guest Suite to the concierge.
- i) Upon leaving, the resident shall return the key to the concierge and the suite shall be inspected by the concierge and resident to confirm no damages or losses occurred, in which case the security deposit shall be returned to the resident.
- j) The concierge shall report any damages or losses or extraordinary cleaning requirements to the property manager. The concierge and property manager shall withhold return of the security deposit until final costs of the repair or replacement of the damages or losses or extra cleaning have been determined, and such repairs replacements and cleaning have been completed. Such costs shall be deducted from the security deposit. In the event of the insufficiency of the security deposit, the resident and owner of the resident's unit shall be liable to the Corporation for the balance of the costs.
- k) If the key to the Guest Suite is lost, the resident booking the Guest Suite shall be charged for its replacement.
- l) The resident booking the Guest Suite shall be responsible to ensure that the guests comply with the RULES and any other applicable provisions included in the BOOKING AGREEMENT.
- m) Check-in time is 3 p.m. and check-out time is 11 a.m.
- n) Cleaning of the suite is done every two days and includes changing of sheets and towels.

22.3 MULTI-PURPOSE/MEDIA ROOM

- a) In this Section "Multi-Purpose/Media Room" means both those rooms together.
- b) A BOOKING AGREEMENT is available from the concierge, the property manager, or the website.
- c) A security deposit is required to confirm the booking. The security deposit is fully refundable provided no damages or losses occur to the Multi-Purpose/Media Room. Residents who are not owners must pay the security deposit and rental by certified cheque, money order, or bank draft in advance.
- d) Payment for the rental for the rooms is also required upon booking. The payment for the security deposit and the rental will not be cashed by the Corporation before completion of the rental period.
- e) The payment for the security deposit and rental shall be made to "TSCC No. 1798" and handed to the concierge.
- f) The rental rate for the Multi-Purpose/Media Room and the amount of the security deposit shall be as determined by the Board from time to time.

- g) Following inspection of the rooms by the concierge and resident, access will be provided by the concierge. The resident shall report any problems with the rooms to the concierge.
- h) Upon leaving, the rooms shall be inspected by the concierge and resident to confirm no damages or losses occurred, in which case the security deposit shall be returned to the resident.
- i) The concierge shall report any damages or losses or extraordinary cleaning requirements to the property manager. The concierge and property manager shall withhold return of the security deposit until final costs of the repair or replacement of the damages or losses or extra cleaning have been completed. Such costs shall be deducted from the security deposit. In the event of the insufficiency of the security deposit the resident and the owner of the resident's unit shall be liable to the Corporation for the balance of the costs.
- j) The rear garden and other common element areas are not an extension of the Multi-Purpose/Media Room and guests are not allowed in those common element areas unless accompanied by a resident.
- k) A maximum of 50 persons is allowed in the Multi-Purpose/Media Room except for formal meetings such as the Annual General Meeting, other owners' meetings pursuant to the Condominium Act, 1998, as amended, or replaced and "town hall meetings' and other meetings and events sponsored by the Corporation.
- l) The resident booking the rooms shall not permit any noisy, rowdy, or raucous behaviour in or adjacent to the Multi-Purpose/Media Room or any behaviour, noise, or conduct which may disturb the comfort or quiet enjoyment of other residents.
- m) The resident booking the Multi-Purpose/Media Room shall be responsible to ensure that all the users of the rooms comply with the RULES and any other applicable provisions included in the BOOKING AGREEMENT.
- n) The Multi-Purpose/Media Room may be used by the Corporation for meetings, parties, and other functions to which owners and/or residents are invited. The rooms may also be used by the Board for its purposes. No BOOKING AGREEMENT, just a reservation, is required for these uses.
- o) Costs to repair any damages or any extra cleaning required shall be charged to the resident who booked the rooms and the appropriate amount deducted from the security deposit.
- p) The Multi-Purpose/Media Room may be used until the following hours:
 - Monday to Thursday - until 11p.m.
 - Friday and Saturday - until 12 midnight
 - Sunday - until 11p.m.
 - Sundays on weekends in which Monday is a statutory holiday - until 12 midnight

22.4 MEDIA ROOM

- a) As per the preceding Section the Media Room is immediately adjacent to the Multi-Purpose Room and is booked in conjunction with it.
- b) Except for when the Multi-Purpose/Media Room has been booked the Media Room alone may be used by residents without prior booking for quiet uses such as television watching, reading, etc.
- c) Residents using the Media Room shall notify the Concierge before and after they use the room.
- d) Food and beverages are permitted in the Media Room.
- e) Residents using the Media Room are responsible for leaving the room in a clean and tidy state after use. If cleaning is required a charge of \$100 or more will be added to the common element assessment of the resident's unit.

22.5 FITNESS ROOM

- a) The use of this room is at the user's own risk; use of equipment is the responsibility of the user.
- b) No person under the age of 16 years may use or is allowed in the Fitness Room.
- c) No equipment shall be taken out of the Fitness Room for any reason.
- d) Fitness Room etiquette must be observed:
 - Maximum of 30 minutes on a piece of equipment while others are waiting
 - Residents using personal trainers must be mindful of other users' requirements for equipment and their noise level.
- e) For sanitary reasons, all surfaces and equipment must be wiped free of perspiration with a towel and the cleaning fluid after each use.
- f) No food or beverages (except water and sports drinks in closed containers) are allowed in the room.
- g) No audio equipment is permitted unless the user wears headphones or earphones.
- h) Proper attire and footwear, including tops and sports shoes, are required at all times. Dirty street shoes, sandals, slippers, thongs, high heels, stocking feet, and bare feet are not allowed.
- i) Appropriate dress and footwear must be worn when walking through the foyer and corridors.
- j) Since perspiration will soil and damage the furniture in common element areas, proper post-exercise attire must be worn when in common element areas.

22.6 POOL/SPA/CHANGE ROOMS

- a) The swimming pool is open from 5 a.m. to 11 p.m. daily except when closed for cleaning, maintenance, or repair. Persons under sixteen (16) years of age are restricted to the hours between 9 a.m. and 6 p.m.
- b) Persons less than sixteen (16) years of age must be accompanied by an adult at all times and must not be left unattended in the swimming pool area.

- c) No visitor shall use the swimming pool, spa, or swimming pool area except in the company of the inviting resident.
- d) To prevent contamination of the water and as a courtesy to other users, a cleansing shower must be taken before entering or re-entering the swimming pool.
- e) No bath oil, shampoo, soap, or creams are permitted in the swimming pool.
- f) No person shall pollute the swimming pool in any way.
- g) No food or drink is permitted in the swimming pool area.
- h) No Scuba tanks, floats, water toys, balls, etc. are permitted in the swimming pool area or swimming pool.
- i) No boisterous play, running or pushing is allowed in the swimming pool or swimming pool area.
- j) Diving is not allowed.
- k) Furniture shall not be taken to or from the swimming pool area.
- l) All City and Provincial health regulations shall be followed as posted in the pool/spa area.
- m) Proper attire is to be worn in the change rooms. No dirty footwear and no coats are allowed. Appropriate dress and footwear must be worn in the foyer and corridors of the building.

23. GENERAL

- a) Any losses, costs, or damages, including legal fees, incurred by the Condominium Corporation (the 'Corporation') by reason of breach of any Rule by an owner or resident, or their family members, guests, invitees, employees, agents, or contractors (sometimes herein collectively referred to as 'visitors ') shall be borne and/or paid for by the owner of the resident's unit and may be recovered by the Corporation from such owner in the same manner as common expenses.
- b) These RULES made pursuant to the Condominium Act, 1998, (the "Act") shall be complied with by all owners and residents and their family members, guests, invitees, employees, agents, and contractors.

24. MISCELLANEOUS

- a) Each of the provisions in the RULES 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 the RULES, and in such event all of the other provisions of the RULES shall continue in full force and effect as if such invalid provision had never been included herein.
- b) In the RULES "resident" means a person in occupation of a residential unit, and "residents" has a corresponding plural meaning. "Owner" means a registered owner of a residential unit and "owners" has a corresponding plural meaning.

Owners are responsible for any non-compliance with these RULES by their respective residents. For clarity, the term “resident” includes all family members in occupation of a residential unit. The term “family members” includes residents and visitors depending on whether the family member is in occupancy.

- c) The failure to take action to enforce any provision contained in the Act, the Declaration, the By-Laws or the RULES or any other rules of the Corporation, irrespective of the number of violations or breaches which may occur, shall not constitute a waiver of the right to do so thereafter, nor be deemed to abrogate or waive any such provision.
- d) The Rules shall be read with all changes of number and gender required by context.
- e) The headings in the body of the RULES form no part of the Rules and shall not be used when interpreting the RULES but shall be deemed to be inserted for convenience of reference only.

25. EFFECTIVE DATE AND REPEAL

Upon the effective date of these Rules, all previous Rules of the Corporation are repealed.



1465 Pickering Parkway, Suite 100
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Tel (905) 837-8548
Fax (905) 837-6578
info@prioritymeter.com
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AND SAVE EVEN MORE TIME AND MONEY?**

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How to Join

1. Complete and sign the enrollment/authorization form below.
2. Attach your personal blank cheque marked "VOID".
3. Mail or deliver this enrollment/authorization form and void cheque to our office, **along with this month's payment.**

Pre-authorized Payment Authorization

Name(s) _____
Address: _____
Phone: _____

I (we) authorize Priority Submetering Solutions Inc. to process a debit, in paper, electronic or other form in the amount of:

A Variable amount "X", with the "variable payment amount \$"x" being stated on a statement mailed to (us) 10 days before the debit date.

on my (our) account MONTHLY beginning _____ 20_____
(mm / dd) (yy)

I (we) acknowledge that I (we) have read and understood all the provisions contained in the Terms and Conditions of the pre-authorized payment authorization and that I (we) have received a copy.

Signature _____ Date _____

Signature _____ Date _____



FIRE PLAN

INSTRUCTIONS FOR RESIDENTS

INSTRUCTIONS TO OCCUPANTS ON FIRE PROCEDURES

A. IF YOU DISCOVER FIRE

- a) Leave the fire area.
- b) Close all doors behind you; take your keys but do not lock the suite door
- c) Activate the Fire Alarm by using pull stations.
- d) Use exit stairwells to go down to the ground floor level and leave the building immediately.
- e) Telephone the City Of Toronto Fire Services from a safe place by dialing 911 (never assume this has been done.) Know the correct address and location of the fire in the building.
- f) Do NOT use elevators
- g) Do NOT return until it is declared safe to do so by a Fire Department official

B. IF YOU HEAR THE FIRE ALARM

- a) Before opening the door, feel knob for heat. If not hot, brace yourself against door and open slightly. If you feel air pressure or hot draft, close the door quickly.
- b) If you find no fire or smoke in the corridor, close door behind you and leave the building by the nearest exit.
- c) Do not use elevators.
- d) If you encounter smoke in the corridor or stairwell, take an alternative exit where it may be clear or return to your suite.

C. ONCE INSIDE THE STAIRWAY

- a) If you encounter smoke on your way down the stairs do not continue.
- b) Leave the stairway onto the closest available floor areas and proceed to an alternate stairway. Open the door carefully and if there is no smoke, continue down the stairway and leave the building.
- c) If you cannot use any stairway to exit the building, return to your suite [if possible] or enter an available floor area and bang on suite doors until you are able to take shelter.
- d) Never go to the roof, smoke rises. Doors to the roof are locked and you could become trapped.
- e) Remember, stay low to ground if you are in a smoke filled environment. The air is cleaner near floor level.

D. IF YOU CANNOT LEAVE YOUR SUITE

If you cannot leave your suite or have returned to it because of fire or heavy smoke, remain in your suite, and if you choose you may silence your alarm speaker [for 10 minutes] by depressing the silence button.

- a) Close the door.
- b) Unlock door for possible entry of fire fighters.
- c) Dial 911 and tell the City Of Toronto Fire Services where you are, then signal to fire fighters by waving a sheet from a window
- d) Seal all cracks where smoke may get in by using wet towels or sheets or masking tape.
- e) Crouch low to the floor if smoke comes into the room
- f) Move to the most protected room and partially open a window for air (close window if smoke comes in)
- g) Wait to be rescued. Remain calm. Do not jump.

E. OPERATION OF THE IN-SUITE SILENCE SWITCH

The use of the in suite silence switch is voluntary. If you plan to stay in your suite review the stay or go policy (see end of section for more information on this).
Protect yourself from smoke.

1. PROCEDURE

- a) To silence speakers, depress the silence switch and hold for 3 to 5 seconds until signals are silenced.
- b) When the in-suite silence switch is activated, it will silence the connected speaker(s) within your suite for approximately 10 minutes before resounding.
- c) If the building's fire alarm system is still active, the silenced speaker will resound when the timer (10 minutes) expires. The speaker may be re-silenced in the same manner as described above.
- d) The speaker must sound for 10 seconds before it can be silenced.

Note:

- a) The fire alarm system signal within your suite will re-activate if there is a status change with the building's fire alarm system.
- b) The in-suite silence switch does not silence the in-suite smoke alarm

F. FIRE EXTINGUISHER, CONTROL, AND CONFINEMENT

Only after ensuring that the alarm has been raised and the Fire Department notified, should an experienced person [familiar with extinguisher operation] attempt to extinguish a small fire. This must be a voluntary act. If it cannot be easily extinguished with the use of a portable fire extinguisher, leave the area and confine the fire by closing the door.

G. EMERGENCY PROCEDURES

The actions to be taken by occupants in emergency situations are posted on each floor at: pull stations, elevator lobby, or exit locations.

IN CASE OF FIRE UPON DISCOVERY OF FIRE

**LEAVE FIRE AREA IMMEDIATELY
AND CLOSE DOORS.**

SOUND FIRE ALARM.

CALL FIRE DEPARTMENT

DIAL 9 1 1

LEAVE BUILDING VIA NEAREST EXIT.

DO NOT USE ELEVATORS UPON HEARING FIRE ALARM

**LEAVE BUILDING VIA NEAREST EXIT.
CLOSE DOOR BEHIND YOU.**

CAUTION

**IF SMOKE IS HEAVY IN THE CORRIDOR, IT
MAY BE SAFER TO STAY IN YOUR AREA.**

**CLOSE DOOR AND PLACE WET TOWEL
AT BASE OF DOOR.**

**IF YOU ENCOUNTER SMOKE IN STAIRWAY,
USE ALTERNATE EXIT.**

REMAIN CALM

H. PRINT THESE INSTRUCTIONS OUT AND STICK THEM ON YOUR DOOR

IF YOU HEAR THE FIRE ALARM ...

- **Don't wait.** The longer you wait to leave your suite after hearing the fire alarm, the more risk there is that heavy smoke will have spread into the stairways and corridors. Your chances of survival are less.

IF YOU HEAR THE FIRE ALARM AND CANNOT LEAVE YOUR SUITE...

- **Protect yourself from smoke.** Stay in your suite until you are rescued or until you are told to leave. This may take a long time.
- **Keep smoke from entering your suite.** Use duct tape to seal cracks around the door and place wet towels at the bottom. Seal vents or air ducts the same way
- **If smoke still enters your apartment,** telephone the fire department, tell them where you are and move to the balcony. Close the doors behind you.
- **If you don't have a balcony,** go to the most smoke-free room, close the door and seal it with tape and towels. Open the window for fresh air.
- **Show your rescuers where you are** by hanging a sheet from the window or balcony.
- **Keep low to the floor where the air is cleaner.**
- **Listen for instructions from authorities.**

I. CONTROL OF FIRE HAZARDS IN THE BUILDING

1. COMBUSTIBLE MATERIALS

A high standard of housekeeping and building maintenance is probably the most important single factor in the prevention of fire. For example:

- a) Combustible waste materials in buildings shall not be permitted to accumulate in quantities or locations which will constitute a fire hazard, such as elevator shafts, ventilation shafts, stairwells, or any other means of egress.
- b) Combustible materials shall not be used to absorb flammable or combustible liquid spills within the building.
- c) Greasy or oily rags or materials subject to spontaneous heating shall be deposited in a proper safety container or be removed from the premises.
- d) Lint traps in laundry equipment shall be cleaned to prevent excessive accumulation of lint.
- e) All ashes shall be stored in proper safety containers and combustible materials shall not be stored with ashes in the same container.
- f) Flammable liquids shall not be used for cleaning purposes.
- g) Combustible materials shall not be stored on a roof or adjacent to any building so as to create a fire hazard to the building or its occupants.

2. FIRE HAZARDS

To avoid fire hazards in the building:

- a) **Do not** smoke carelessly; use ashtrays. Never smoke in bed.
- b) **Do not** put burning material such as cigarettes and ashes into garbage chutes.
- c) **Do not** dispose of flammable liquids or aerosol cans in these chutes
- d) **Do not** force cartons, coat hangers, or bundles of paper into the garbage chute because it may become blocked and a hazard

- e) **Do not** cooking unsafely, (deep fat frying - too much heat unattended stoves - loose hanging clothing)
- f) **Do not** use unsafe electrical appliances, frayed extension cords, over-loaded outlets or lamp wire for permanent wiring.

3. IN GENERAL:

- a) **Do not tamper, disconnect or cover the in suite audible device or heat detector.**
- b) **No person shall intentionally disable a smoke alarm so as to make it inoperable.**

And...

- c) Know the audible alarm signal and the procedures established to implement safe evacuation of the building.
- d) Know where the alarm pull stations and exits are located.
- e) Call the Toronto Fire Services immediately whenever you need emergency assistance.
- f) Know the correct building address.
- g) Notify property management if special assistance is required in the event of an emergency.
- h) Report any fire hazards to supervisory staff

J. FIRE IN YOUR RESIDENTIAL BUILDING

TO GO OR TO STAY?

Your safety depends on the right decision.

A Government of Ontario publication.

Your fire safety is **your** responsibility! If you live in an apartment or condominium, your safety also depends on the actions of the building management and other residents. Every fire is potentially dangerous and un-predictable, so do not underestimate the risk to your life. Fire and smoke move very quickly, and the conditions in any part of the building may change in an instant. Smoke can spread throughout a building and enter your suite even when the fire is many floors away. During an emergency, you will not have much time to decide what to do. Make sure you know what to do ahead of time.

1. Some information I have read tells me to evacuate immediately in case of fire. Other information says that I will be safer if I stay in my suite. Which is correct?

To go or to stay ... the decision is yours. Each option involves a major commitment on your part. Your choice will depend on the circumstances at the time of the emergency. You should understand the consequences of this important decision. **Most of the time, the best thing to do in a fire is leave the building as soon as possible. If you let this opportunity pass, you must be prepared to protect yourself from smoke and other effects of fire until you are rescued or told by the fire department that it is safe to leave.** This may take a long time and the conditions in the building may deteriorate. Do not try to leave your suite a long time after the fire alarm has sounded. The longer you wait to evacuate, the more risk there is that heavy smoke and heat will have spread into the stairways and corridors. Your chances of survival are significantly reduced. The following information will help you to make the right decision and to develop a personal fire emergency response plan ahead of time.

When should I go?

Evacuation is appropriate under any of the following conditions:

A: As soon as possible when you hear the fire alarm or discover a fire. The earlier you leave, the better are your chances of getting out safely no matter where you are located in relation to the fire area. It is extremely rare for stairways and corridors to be contaminated by smoke in the early stages of a fire. Proceed as quickly as possible to the outside.

B: When the fire is in your suite. You are in immediate danger and should ensure that everyone who is in your suite leaves with you. If you have physical limitations, plan ahead to ensure that you can

get the assistance you need to evacuate quickly. Close the suite door behind you. Activate the fire alarm system and warn other residents located on your floor as you exit the building. Call the fire department when it is safe to do so.

C: When the fire is on your floor or the floor below you. You are at high risk and should evacuate as quickly as possible if you have reason to believe that the fire is on your floor or on the floor immediately below you. Activate the fire alarm system (if the bells are not yet ringing) and warn other residents located on your floor as you exit the building.

When should I stay in the suite?

Remaining in the suite is appropriate under any of the following conditions:

A: If you encounter smoke in the corridor on your floor. This may be an indication that the fire is in an advanced stage or is located on your floor. If you cannot safely reach an exit stairway, return to your suite as quickly as possible. Take actions to protect yourself from smoke. Call the fire emergency number and provide details of your situation.

B: If you encounter smoke in the exit stairs. The fire may have breached the stairway enclosure. Do not travel through smoke. Do not go to the roof. Re-enter the floor area immediately. If the corridor is free of smoke, try an alternate exit stairway. Otherwise, seek refuge in a suite on that floor as quickly as possible. Take actions to protect yourself from smoke. Call the fire emergency number and provide details of your situation.

C: If instructed to remain in the suite by fire department personnel handling the fire emergency. Attempting to evacuate at this stage may expose you to smoke unnecessarily and may impede fire fighting operations. If you are located on the fire floor or on the floor immediately above the fire floor, you are at high risk and may require rescue. Take actions to protect yourself from smoke. Call the fire emergency number and provide details of your situation.

D: If you are physically unable to use the stairs. Take actions to protect yourself from smoke. If you are located on the fire floor or on the floor immediately above the fire floor, you are at high risk and may require rescue. Call the fire emergency number and provide details of your situation.

2. What else can I do to prepare myself before a fire emergency occurs?

Become familiar with the fire safety features provided in your building. For example, the effects of fire will be significantly reduced in a fully sprinklered building. This is an important consideration if you are unable to use stairs to evacuate the building during a fire emergency (e.g. physical disabilities, medical condition, etc.) or where the fire department has limited capacity to carry out rescue. Learn the location of the exit stairways and practice using them. Know which floors you can use to cross from one stairway to another. Familiarize yourself with the fire alarm signal. Identify the location of fire alarm manual pull stations and read the instructions about how to operate them. If your building has a voice communication system, learn how it will be used by supervisory staff

during an emergency. Get a copy of the fire emergency procedures from your building management and read them carefully. They may also be able to provide you with other important information. Keep this material in a prominent place and review it periodically. Contact your fire department for more information or to request a fire safety presentation for all residents.

3. How can I identify the location of a fire when I hear the fire alarm?

In some buildings, the fire alarm system may have different tones (evacuation and alert signals) which will assist you to identify when immediate evacuation is required for your floor. If the building is equipped with a voice communication system, supervisory staff may be appointed to provide information on the location of the fire to the building occupants. Find out if these features apply to your building by becoming familiar with the building fire safety plan and emergency procedures as discussed in item No. 2 above.

4. What actions can I take to protect myself from smoke entering the suite during a fire?

The following steps can be taken to protect yourself from smoke entering the suite during a fire emergency:

- Use duct tape (masking tape may also be effective) to seal cracks around the door to your suite and place wet towels at the bottom. Seal vents, air ducts and other areas where smoke is entering the suite in the same manner.
- If smoke is worse in one room (e.g. bathroom), close the door and seal off the room with tape and wet towels as noted above.
- If the suite fills with smoke, move to the balcony (if you have one) and close the doors behind you. Take a cordless or cellular phone with you if available. Call the fire emergency number and provide details of your situation. Also, take warm clothes or blankets if the weather is cold.
- If you do not have a balcony, go to the most smoke-free room, close the door and seal it with tape and towels. Open the window for fresh air but be prepared to close it again if this makes the conditions worse. Never break the window to get fresh air or you will not be able to seal it off if conditions change.
- Keep low to the floor where the air is cleaner.

Make sure that you have a roll of duct tape readily available. Duct tape can be purchased in most hardware stores.

5. I have read that most people die trying to evacuate during a fire. Is this true?

Experience shows that people who evacuate in the early stages of a fire can safely reach the outside. Most people die because they attempt to leave the building through smoke-filled corridors and stairs in the advanced stages of a fire. Although the conditions are different for each fire, this

could occur as early as 10 minutes after the start of the fire. If you made the decision to stay in the suite during the fire emergency, do not change your mind and attempt to evacuate later. Please refer to item No. 1 for details of when evacuation is and is not appropriate. If you encounter smoke during evacuation, look for an alternate route that is clear of smoke, return to your suite or seek refuge with other occupants on the nearest floor. Do not use the elevator for evacuation (except under direction of the fire department) and never go to the roof since it is not designed as an exit.

6. What else should I know?

Many people are reluctant to evacuate unless they are certain that there is a real fire. This problem is made worse by nuisance alarms. Remember, a real fire grows for every minute that you delay and you may lose the only opportunity to evacuate safely. For this reason, all occupants who are able should begin evacuation procedures immediately upon hearing the alarm. If you made an initial decision to stay in your suite when a fire emergency occurs, do not attempt to evacuate in the advanced stages of the fire. You cannot outrun the effects of fire and smoke and will be placing yourself in extreme danger. Each suite is designed as a fire compartment and will afford you a degree of protection during the fire emergency. However, smoke spread into your suite is very likely so be prepared to protect yourself from smoke for the duration of the emergency. This may be a long time.

7. Where can I get more information?

Your building management or local fire department can provide copies of the following materials:

- *[Fire In Your Apartment Building](#) (pamphlet)*
- *[Plan Ahead - Fire Safety In Apartment Buildings](#) (pamphlet)*
- *[If You Hear The Fire Alarm And Cannot Leave Your Apartment](#) (door sticker)*

You can also download this material from the Office of the Fire Marshal's web site:
<http://www.gov.on.ca/OFM>. The pamphlets are located under Public Fire Safety Information.

| [central site](#) | [search](#) | [feedback](#) | [français](#) |

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CERTIFICATE OF INSURANCE

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

NAMED INSURED: TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1798

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

PROPERTY INSURED: 2855 Bloor Street West
Toronto, Ontario
M8X 3A1

TERM: April 1, 2023 TO April 1, 2024

COMMERCIAL PACKAGE POLICY NO. 7106036

PROPERTY: Form: Comprehensive All Risk Policy

Amount of Insurance: \$79,905,000.00

Deductibles: \$ 10,000.00 STANDARD
\$ 25,000.00 SEWER BACKUP
\$ 25,000.00 WATER
\$ 25,000.00 FLOOD
\$ 100,000.00 EARTHQUAKE

Company: Wawanesa Insurance 25%
Novex Insurance Company 5%
Aviva Insurance Company of Canada 25%
Millennium Insurance 30%
Tokio Marine Canada Ltd. 5%
Trisura Insurance 10%

COMPREHENSIVE GENERAL LIABILITY:

Wawanesa	Limit of Liability:	\$5,000,000.00
Novex	Excess Limit of Liability	\$25,000,000.00

DIRECTORS AND OFFICERS LIABILITY:

Wawanesa	Limit of Liability:	\$5,000,000.00
Novex	Excess Limit of Liability	\$15,000,000.00

EQUIPMENT BREAKDOWN INSURANCE:

Limit per Accident: \$79,905,000.00
Company: Aviva Insurance Company of Canada
Policy Number: **81638409-1228**

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

Date: March 31, 2023



Toronto Standard Condominium Corporation No. 1798
 Budget for the Fiscal Year 2023-2024 Compared to 2022-2023

	Budget 2022 - 2023	Budget 2023 - 2024	Brief Explanation of Items
REVENUES			
Operating Contributions			
Common Expenses Assessment	2,012,121	2,141,997	Total Common Element Assessment
Less Contribution to Reserve Fund	(660,456)	(708,324)	In accordance with the 2022 Reserve Fund Study (7.25% increase)
Operating Contribution	1,351,665	1,433,673	
Other Income			
Access Control	1,000	1,000	Sale of key fobs
Guest Suite Income	7,200	8,200	Based on \$90 per night and history from previous years
Interest Income	3,700	8,000	Interest in cash in operating account @ 1.85% below prime
Multi-purpose Room Income	3,900	4,000	Based on \$115 per use and history from previous years
Miscellaneous Income	-	-	Miscellaneous income
Total Other Income	15,800	21,200	
Total Revenue	1,367,465	1,454,873	
EXPENDITURES			
Utilities			
Gas	90,700	109,180	Based on the historic consumption and projected rate
Hydro	117,810	122,620	Based on the historic consumption and projected rate
Water	87,480	93,060	Based on the historic consumption and projected rate
Total	295,990	324,860	
Contracts for On-Site Personnel			
Cleaning	191,928	200,663	Building cleaning services - labour & materials
Security	260,943	273,791	24 hour security/concierge services
Total	452,871	474,454	



Toronto Standard Condominium Corporation No. 1798
 Budget for the Fiscal Year 2023-2024 Compared to 2022-2023

	Budget 2022 - 2023	Budget 2023 - 2024	Brief Explanation of Items
Contract for Operating Expenses			
Carpet Cleaning	4,100	4,260	Major Cleaning two times a year and spot cleaning
Diesel Generator	2,450	2,500	Annual & Semi-annual preventative maintenance as required by the Fire Code
Elevators	36,183	37,269	Comprehensive mechanical maintenance contract
Fire Alarm Monitoring	2,400	2,500	Off-site monitoring of fire and life safety systems
Fire Protection	5,668	5,915	Monthly and annual testing of fire equipment, CO detectors, etc.
Garage Cleaning	9,250	9,605	Cleaning of garage floors (twice), cath basins, drains, sump pits
Garage Doors	1,180	1,356	Preventative maintenance inspections of the garage doors
Garbage Removal	12,720	14,000	Removal of garbage by the City of Toronto
H.V.A.C. - All Inclusive	21,346	21,978	Preventive maintenance of the heating, air conditioning, and mechanical systems
H.V.A.C. - Fan Coil/Heat Pumps	10,238	10,411	In suite preventative maintenance of heat pump units
Landscaping	28,106	28,669	Maintenance of grounds
Management Fees	156,618	162,883	Crossbridge management contract
Odor Control	1,989	2,165	Monthly odour control of garbage room
Pest Control	1,290	1,310	Monthly preventive treatment and additional treatments as required
Pool Indoor	15,039	15,546	Maintenance of pool twice a week and semi-annual inspection of UV light system
Recreation Area - All Inclusive	868	1,220	Quarterly preventive maintenance of fitness equipment
Snow Removal	17,224	17,705	Snow removal from driveways and sidewalk including salt and ice melter
Window Washing	13,221	14,012	Washing of inaccessible and common area windows twice per year
Total	339,890	353,304	
Amenities and Recreation			
General Amenities & Recreation Expenses	1,865	2,000	Non-contract repairs and maintenance
Pool - Repair and maintenance	6,611	6,800	Non-contract repairs and maintenance
Total	8,476	8,800	
Building Safety			
General Bldg. Safety Features Expense	6,373	6,500	Security system, generator repairs and diesel fuel for generator
Fire Equipment - Repair and Maintenance	9,800	10,000	Repairs to fire & life safety system in accordance with Fire Code
Roof Anchors	1,530	1,600	Annual roof and roof anchor inspection
Total	17,703	18,100	



Toronto Standard Condominium Corporation No. 1798
 Budget for the Fiscal Year 2023-2024 Compared to 2022-2023

	Budget 2022 - 2023	Budget 2023 - 2024	Brief Explanation of Items
Housekeeping and Maintenance (H&M)			
General H&M Expenses	34,000	34,600	Purchase supplies and general repairs and maintenance of walls, roof, carpet etc.
Cleaning Supplies	1,500	2,000	As required
Decorating	670	680	Floral arrangements, art, etc
Garage	1,780	1,800	Garage doors and related repairs
Guest Suite	2,850	2,900	Laundry, new linen and items for guest suite
Hardware & Doors	5,200	5,300	Repairs and replacements
Signage	525	530	As required
Small Equipment Repairs	840	900	Repairs to tractor and other equipment
Waste Disposal Equipment	3,000	3,100	Repair to tri-sorter equipment
Windows	7,000	7,000	Minor repairs to window system
Total	57,365	58,810	
Electrical Expenses			
General Electrical Expenses	7,700	7,900	Repairs to common element electrical system
Electrical - Pipe Tracing	1,050	1,100	As required
Electrical - Thermal Scan	1,050	1,100	Thermal Scan of electrical panel
Elevators & Maintenance	7,500	7,600	Non-contract repairs, licences and inspections
Total	17,300	17,700	
Exterior Repairs and Maintenance			
Irrigation & Fountain	2,400	2,400	Opening and closing of the fountain and irrigation system
Irrigation & Fountain	2,500	2,500	Maintenance and repair of irrigation system
Landscaping - Non-Contract Expenses	12,600	12,600	Planting of annuals, seasonal arrangements for planters, tree care etc.
Total	17,500	17,500	
Mechanical Expenses			
General Mechanical Expenses	11,300	11,600	Non-contract repairs to heating, air conditioning and mechanical system
Plumbing - Miscellaneous	21,500	31,800	Repairs and inspection of plumbing systems
Total	32,800	43,400	

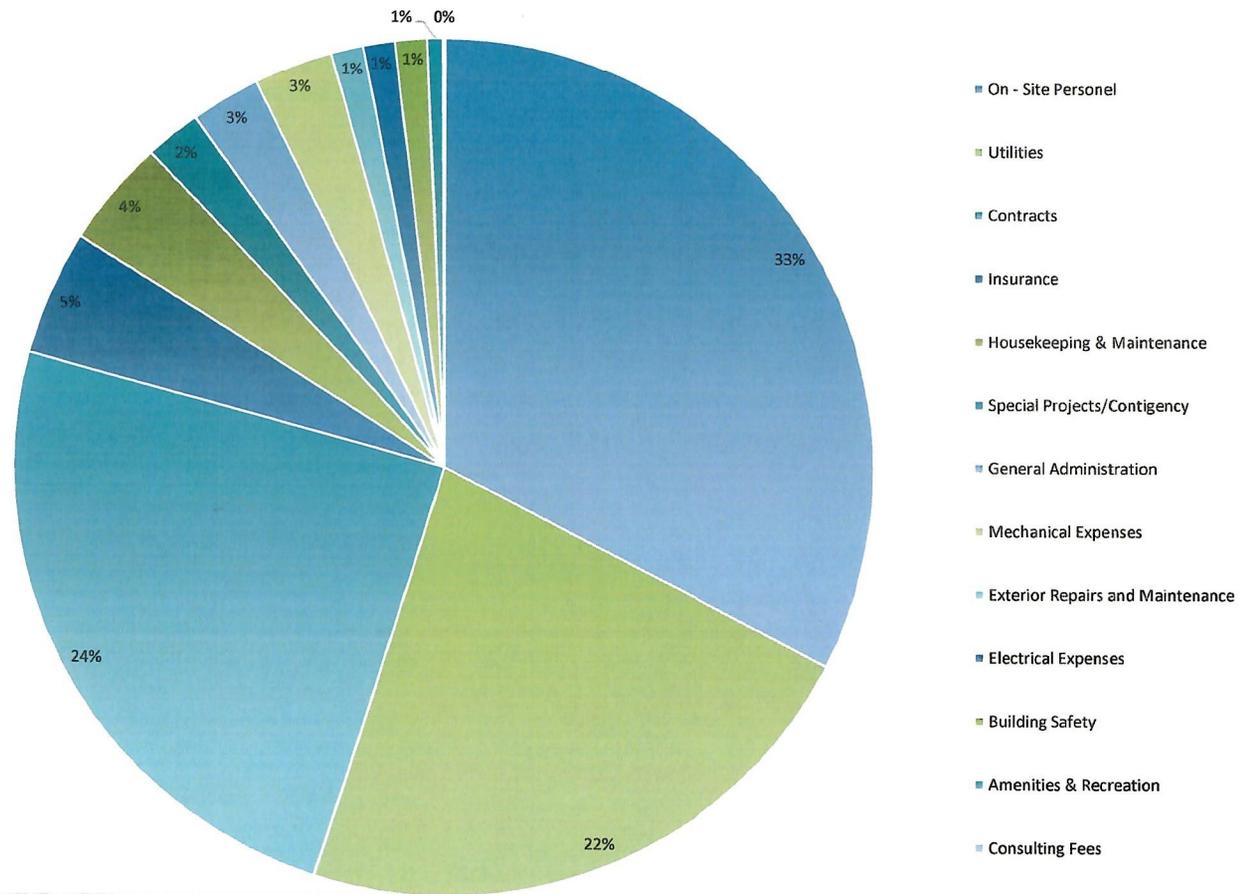


Toronto Standard Condominium Corporation No. 1798
 Budget for the Fiscal Year 2023-2024 Compared to 2022-2023

	Budget 2022 - 2023	Budget 2023 - 2024	Brief Explanation of Items
Special Projects & Contingency			
Special Projects & Contingency	23,000	30,000	Special projects and unanticipated expenditures
Total	23,000	30,000	
Other Operating Expenses			
Consulting Fees and Related Expenses	1,520	1,520	Consulting Fees
Total	1,520	1,520	
Insurance Expenses			
Building Comprehensive	67,341	68,469	Policy premium
Deductibles	-	-	Now covered under general contingency budget (Account 6005)
Insurance Appraisal	-	-	Insurance appraisal completed every three years (next one due 2025-2026)
Total	67,341	68,469	
General & Administrative Expenses			
CAO Fee	1,470	1,500	CAO Fee
Annual General Meeting (AGM)	1,950	2,000	Preparation and distribution of AGM packages, minute taker and splicitor
Audit Fees	4,500	4,650	Annual audit as required by Condominium Act
bank Charges	360	756	Cost to process manual cheques
Education - Courses/Seminars	600	600	Courses/seminars for condominium board members
Legal Fees	8,000	8,200	Legal advice and services as required
Meeting Costs	4,800	5,400	Town Hall Meeting and minute taking service at board meetings
Office Expenses - general	7,500	7,650	Office supplies
Telephone	3,950	4,020	All telephone services, equipment monitoring and internet
Website	180	180	Corporation website and email hosting
Social Functions	2,400	3,000	Social function for residents
Total	35,710	37,956	
Total Operating Expenses	1,367,465	1,454,873	



Kingsway Condominiums TSCC 1798 Breakdown of Expenditures 2023 - 2024 Operating Budget



TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1798

FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2023

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1798

FINANCIAL STATEMENTS - TABLE OF CONTENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2023

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INDEPENDENT AUDITOR'S REPORT

To the Owners of
Toronto Standard Condominium Corporation No. 1798

Opinion

We have audited the accompanying financial statements of Toronto Standard Condominium Corporation No. 1798 which comprise the statement of financial position as at September 30, 2023, and the statements of revenue and expenses, operating fund, capital asset fund, reserve fund for major repairs and replacements and cash flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Toronto Standard Condominium Corporation No. 1798 as at September 30, 2023 and the results of its operations and its cash flows for the year then ended in accordance with Canadian accounting standards for not-for-profit organizations.

Basis for Opinion

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

Responsibilities of Management and Those Charged with Governance for the Financial Statements

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

In preparing the financial statements, management is responsible for assessing the corporation's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the corporation or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the corporation's financial reporting process.

INDEPENDENT AUDITOR'S REPORT (continued)

Auditor's Responsibilities for the Audit of the Financial Statements

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

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

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

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

January 9, 2024
Richmond Hill, Ontario

YalePGC, LLP
Chartered Professional Accountants
Licensed Public Accountants

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1798

STATEMENT OF FINANCIAL POSITION

AS AT SEPTEMBER 30, 2023

	2023	2022
ASSETS		
OPERATING		
Cash	\$ 214,602	\$ 187,535
Accounts receivable		
Unit owners	1,469	5,683
Other	5,017	3,055
Prepaid expenses	<u>33,026</u>	<u>33,763</u>
	<u>254,114</u>	<u>230,036</u>
RESERVE		
Cash	651,831	1,060,414
Investments	2,378,078	1,628,150
Accounts receivable		
Interest	36,805	25,718
Other	<u>-</u>	<u>3,073</u>
	<u>3,066,714</u>	<u>2,717,355</u>
CAPITAL ASSET (note 4)	<u>90,000</u>	<u>90,000</u>
	<u>\$ 3,410,828</u>	<u>\$ 3,037,391</u>

See accompanying notes.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1798

STATEMENT OF FINANCIAL POSITION

AS AT SEPTEMBER 30, 2023

	2023	2022
LIABILITIES		
OPERATING		
Accounts payable and accrued liabilities	<u>\$ 132,322</u>	<u>\$ 158,092</u>
RESERVE		
Accounts payable and accrued liabilities	<u>182,817</u>	<u>136,482</u>
	<u>315,139</u>	<u>294,574</u>
FUND BALANCES		
OPERATING FUND	110,335	87,167
CAPITAL ASSET FUND	90,000	90,000
RESERVE FUND FOR MAJOR REPAIRS AND REPLACEMENTS	<u>2,895,354</u>	<u>2,565,650</u>
	<u>3,095,689</u>	<u>2,742,817</u>
	<u>\$ 3,410,828</u>	<u>\$ 3,037,391</u>

APPROVED ON BEHALF OF THE BOARD:


 _____ Director


 _____ Director

See accompanying notes.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1798

STATEMENT OF REVENUE AND EXPENSES

FOR THE YEAR ENDED SEPTEMBER 30, 2023

	2023 BUDGET	2023 ACTUAL	2022 ACTUAL
REVENUE			
Common element assessments	\$ 2,012,121	\$ 2,012,118	\$ 1,875,859
Less: Budgeted transfer to reserve fund for major repairs and replacements	<u>(660,456)</u>	<u>(660,456)</u>	<u>(615,824)</u>
	1,351,665	1,351,662	1,260,035
Other income	<u>15,800</u>	<u>24,824</u>	<u>10,409</u>
	<u>1,367,465</u>	<u>1,376,486</u>	<u>1,270,444</u>
EXPENSES - see Schedule			
Service and maintenance contracts	776,411	756,159	700,265
Repairs and maintenance	164,644	161,722	129,999
Guest suite	2,850	2,421	1,672
Utilities	295,990	304,443	284,374
Administration	104,570	103,227	99,310
Special projects (note 6)	<u>23,000</u>	<u>25,346</u>	<u>12,274</u>
	<u>1,367,465</u>	<u>1,353,318</u>	<u>1,227,894</u>
EXCESS OF REVENUE OVER EXPENSES	<u><u>\$ -</u></u>	<u><u>\$ 23,168</u></u>	<u><u>\$ 42,550</u></u>

See accompanying notes.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1798

SCHEDULE OF EXPENSES

FOR THE YEAR ENDED SEPTEMBER 30, 2023

	2023 BUDGET	2023 ACTUAL	2022 ACTUAL
SERVICE AND MAINTENANCE CONTRACTS			
Air conditioning and heating	\$ 31,584	\$ 27,766	\$ 28,613
Carpet cleaning	4,100	3,150	733
Cleaning	191,928	192,328	175,199
Elevators	36,183	36,055	35,176
Fire equipment	8,068	3,537	3,649
Fitness equipment	868	677	436
Garage cleaning	9,250	6,724	5,910
Indoor pool contract	15,039	13,605	12,348
Landscaping and snow removal	45,330	44,980	44,213
Management fees	156,618	156,618	148,035
Odour control	1,989	2,028	1,863
Pest control	1,290	742	1,254
Security	260,943	260,943	236,225
Window cleaning	13,221	7,006	6,611
	<u>776,411</u>	<u>756,159</u>	<u>700,265</u>
REPAIRS AND MAINTENANCE			
Air conditioning and heating	11,300	9,131	13,428
Diesel generator	2,450	2,900	1,701
Electrical	9,800	6,486	3,511
Elevators	7,500	5,142	2,414
Fire equipment	9,800	9,622	5,154
Garage	2,960	542	3,326
General building	59,503	58,370	50,624
Landscaping	17,500	10,047	9,276
Plumbing	21,500	39,353	17,217
Pool and whirlpool	6,611	5,017	6,623
Waste removal	15,720	15,112	16,725
	<u>164,644</u>	<u>161,722</u>	<u>129,999</u>
UTILITIES			
Gas	90,700	100,543	86,344
Hydro	117,810	116,287	114,816
Water	87,480	87,613	83,214
	<u>\$ 295,990</u>	<u>\$ 304,443</u>	<u>\$ 284,374</u>

See accompanying notes.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1798

SCHEDULE OF EXPENSES

FOR THE YEAR ENDED SEPTEMBER 30, 2023



	2023 BUDGET	2023 ACTUAL	2022 ACTUAL
ADMINISTRATION			
Audit fees	\$ 4,500	\$ 5,633	\$ 5,209
Consulting	1,520	-	1,582
General office	19,260	23,974	22,912
Insurance	67,340	62,586	61,575
Legal	8,000	7,683	5,034
Telephone and communications	3,950	3,351	2,998
	<u>\$ 104,570</u>	<u>\$ 103,227</u>	<u>\$ 99,310</u>

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1798

STATEMENT OF OPERATING FUND

FOR THE YEAR ENDED SEPTEMBER 30, 2023

	2023	2022
BALANCE, BEGINNING OF YEAR	\$ 87,167	\$ 194,617
EXCESS OF REVENUE OVER EXPENSES	23,168	42,550
ADDITIONAL TRANSFER TO RESERVE FUND	<u>-</u>	<u>(150,000)</u>
BALANCE, END OF YEAR	<u>\$ 110,335</u>	<u>\$ 87,167</u>

STATEMENT OF CAPITAL ASSET FUND

FOR THE YEAR ENDED SEPTEMBER 30, 2023

	2023	2022
BALANCE, BEGINNING OF YEAR	<u>\$ 90,000</u>	<u>\$ 90,000</u>
BALANCE, END OF YEAR	<u>\$ 90,000</u>	<u>\$ 90,000</u>

See accompanying notes.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1798
STATEMENT OF RESERVE FUND FOR MAJOR REPAIRS AND REPLACEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2023

	2023	2022
BALANCE, BEGINNING OF YEAR	\$ 2,565,650	\$ 3,043,467
BUDGETED TRANSFER FROM OPERATING FUND	660,456	615,824
ADDITIONAL TRANSFER FROM OPERATING FUND	-	150,000
INTEREST EARNED	<u>98,474</u>	<u>48,019</u>
	<u>3,324,580</u>	<u>3,857,310</u>
CHARGES TO THE FUND		
Caulking replacement	142,181	-
Roof repairs and anchor replacements	67,970	16,158
Waterproofing, balcony, concrete, wall and front facade repairs	44,014	16,725
Interior renovation project	32,140	1,073,618
Consulting on reserve fund projects and reserve fund study	29,700	19,211
Exercise and swimming pool equipment repairs and replacement	20,755	-
Landscaping renovations and interlocking repairs	15,462	96,774
Refurbishment of elevator lobbies	14,579	-
Fire and safety equipment repairs and replacements	12,723	14,969
Mechanical repairs and replacements	11,859	2,171
Elevator modernization	10,911	-
Plumbing repairs and replacements	7,656	7,062
Garage repairs	6,102	13,334
Security equipment replacement	5,627	-
Replacement and repair of doors, door openers and closures	3,910	3,842
Office computer equipment replacements	3,637	-
Locker area repairs	-	7,966
Swimming pool and whirlpool repairs and equipment replacements	-	6,995
Reserve fund study	-	6,893
Window repairs and replacements	<u>-</u>	<u>5,942</u>
	<u>429,226</u>	<u>1,291,660</u>
BALANCE, END OF YEAR	<u>\$ 2,895,354</u>	<u>\$ 2,565,650</u>

See accompanying notes.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1798

STATEMENT OF CASH FLOWS

FOR THE YEAR ENDED SEPTEMBER 30, 2023

	2023	2022
CASH FLOWS FROM OPERATING AND RESERVE ACTIVITIES		
Excess of revenue over expenses	\$ 23,168	\$ 42,550
Additional transfer to reserve fund	-	(150,000)
Net change in non-cash working capital		
Accounts receivable	(5,762)	36,483
Prepaid expenses and deposit	737	308,760
Accounts payable and accrued liabilities	<u>20,565</u>	<u>114,264</u>
Cash flows provided by operating and reserve activities	<u>38,708</u>	<u>352,057</u>
CASH FLOWS FROM RESERVE FUND ACTIVITIES		
Budgeted transfer from operating fund	660,456	615,824
Additional transfer from operating fund	-	150,000
Interest earned on reserve funds	98,474	48,019
Charges to the fund	<u>(429,226)</u>	<u>(1,291,660)</u>
Cash flows provided by (used in) reserve fund activities	<u>329,704</u>	<u>(477,817)</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of investments	<u>(749,928)</u>	<u>(63,754)</u>
Cash flows (used in) investing activities	<u>(749,928)</u>	<u>(63,754)</u>
NET (DECREASE) IN CASH RESOURCES	(381,516)	(189,514)
CASH RESOURCES, BEGINNING OF YEAR	<u>1,247,949</u>	<u>1,437,463</u>
CASH RESOURCES, END OF YEAR	<u>\$ 866,433</u>	<u>\$ 1,247,949</u>
Represented by:		
Cash		
Operating fund	\$ 214,602	\$ 187,535
Reserve fund	<u>651,831</u>	<u>1,060,414</u>
	<u>\$ 866,433</u>	<u>\$ 1,247,949</u>

See accompanying notes.

NOTE 1 OPERATIONS

The corporation was incorporated on September 13, 2006 without share capital under the Condominium Act of Ontario and is a non-profit organization exempt from income taxes under the Income Tax Act.

The purpose of the corporation is to manage and maintain the common elements (as defined in the corporation's Declaration and By-laws) and to provide common services for the benefit of the owners of the 136 units of the high-rise building known as The Kingsway Condominiums located at 2855 Bloor Street West, Toronto, Ontario.

NOTE 2 SIGNIFICANT ACCOUNTING POLICIES

These financial statements have been prepared in accordance with Canadian accounting standards for not-for-profit organizations. The significant policies are:

Common elements

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

Operating fund

The operating fund reports all owners' assessments, budgeted allocations of those assessments to other funds and expenses related to the operation and maintenance of the common elements of the corporation.

Capital asset fund

The capital asset fund represents the corporation's invested equity in the guest suite.

Reserve fund for major repairs and replacements

The corporation, as required by the Condominium Act of Ontario, has established a reserve fund for financing major repairs and replacements of the common elements. Charges to the fund require approval by the Board of Directors. Only major repairs and replacements of the common elements are charged directly to this reserve.

Minor repairs and replacements are charged to repairs and maintenance in the general operations.

NOTE 2 SIGNIFICANT ACCOUNTING POLICIES (continued)

Revenue recognition

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

Contributed services

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

Use of estimates

The preparation of financial statements, in conformity with Canadian accounting standards for not-for-profit organizations, requires management and directors to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of asset increases and decreases during the reporting period. Actual results could differ from those estimates.

NOTE 3 FINANCIAL INSTRUMENTS

The corporation's financial instruments primarily consist of cash, investments, receivables and accounts payable and accrued liabilities.

Interest rate risk

Interest rate risk is the risk of potential loss caused by fluctuations in fair value of future cash flow of financial instruments due to changes in market interest rates. The corporation is exposed to this risk through its interest bearing investments. The corporation manages this risk by investing in fixed-rate securities of short and medium term maturity and plans to hold the securities to maturity.

Credit risk

Credit risk is the potential for financial loss should a counter-party in a transaction fail to meet its obligations. The corporation places its operating and reserve cash and investments with high quality institutions and believes its exposure is not significant. The corporation's credit risk from owners' assessments receivable is also not significant given the ability of the corporation to place a lien on a unit for outstanding fees and limited financial exposure in a multi-unit condominium.

NOTE 3 FINANCIAL INSTRUMENTS (continued)

Liquidity risk

Liquidity risk is the risk that the corporation will not be able to meet its obligations as they become due. The corporation manages this risk by establishing budgets and funding plans and by levying sufficient owners' assessments to fund its operating expenses, liabilities and necessary contributions to the reserve and operating funds.

NOTE 4 CAPITAL ASSET

The corporation owns a guest suite at a total cost of \$90,000. No amortization has been charged as the estimated salvage value of this unit is not considered to be less than cost.

NOTE 5 RESERVE FUND STUDY

The directors of the corporation have used a class 2 reserve fund study (based on a site visit) prepared by Belanger Engineering dated August 2022 and such other information available to them in evaluating the adequacy of the annual contributions to the reserve fund. The corporation's plan for contribution to the reserve fund for 2023 was \$660,456 and the plan for expenditures for 2023 was \$304,980. The study projected a reserve fund balance at September 30, 2023 of \$3,236,964.

The reserve is evaluated on the basis of expected repair and replacement costs and the life expectancy of the common elements and assets of the corporation. Such evaluation is based on numerous assumptions as to future events.

NOTE 6 SPECIAL PROJECTS

During the year, \$25,346 was charged to special projects for the following:

Refurbishment of elevator lobbies	\$ 11,458
False fire alarm charges	7,898
Water leak repairs	4,798
Reimaging of computers	<u>1,192</u>
	<u><u>\$ 25,346</u></u>

NOTE 7 BUDGET FIGURES

The 2023 budget figures as presented are for information purposes only and are not covered by the audit report of Yale PGC, LLP dated January 9, 2024.

NOTE 8 FUNDING OF THE RESERVE FUND FOR MAJOR REPAIRS AND REPLACEMENTS

As at September 30, 2023, the corporation had not transferred \$11,457 from the operating fund bank account to the reserve fund bank account, as required by the Condominium Act of Ontario. Subsequent to the year end, the full amount was transferred to the reserve fund bank account from the operating fund bank account.

NOTE 9 COMPARATIVE FIGURES

Certain 2022 comparative figures have been reclassified in order to conform with the financial statement presentation adopted for 2023.