

CITYPOINTE HEIGHTS

AMENDMENT TO THE
AGREEMENT OF PURCHASE AND SALE

BETWEEN: TACC HOLBORN (BLOCK 139) INC. (the "Vendor") and

SUKHPAL SINGH SAINI (the "Purchaser")

Unit 06, Level 23, Suite 2306 (the "Unit")

It is hereby understood and agreed between the Vendor and the Purchaser that the following change(s) shall be made to the Agreement of Purchase and Sale entered into between the Vendor and Purchaser relating to the above-mentioned Unit (the "Purchase Agreement"), and except for such change(s) noted below, all other terms and conditions of the Purchase Agreement shall remain as stated therein, and time shall continue to be of the essence.

DELETE THE FOLLOWING PROVISION FROM THE PURCHASE AGREEMENT:

18. The Purchaser covenants not to list for sale or lease, advertise for sale or lease, sell or lease, nor in any way assign his or her interest under this Agreement, or the Purchaser's rights and interests hereunder or in the Unit, nor directly or indirectly permit any third party to list or advertise the Unit for sale or lease, at any time until after the Title Transfer Date, without the prior written consent of the Vendor, which consent may be arbitrarily withheld. The Purchaser acknowledges and agrees that once a breach of the preceding covenant occurs, such breach is or shall be incapable of rectification, and accordingly the Purchaser acknowledges, and agrees that in the event of such breach, the Vendor shall have the unilateral right and option of terminating this Agreement and the Occupancy License, effective upon delivery of notice of termination to the Purchaser or the Purchaser's solicitor, whereupon the provisions of this Agreement dealing with the consequence of termination by reason of the Purchaser's default, shall apply. The Purchaser shall be entitled to direct that title to the Unit be taken in the name of his or her spouse, or a member of his or her immediate family only (being limited to parents, siblings or children over the age of eighteen (18) years), and shall not be permitted to direct title to any other third parties. Any request to direct title to such immediate family member shall be made directly to the Vendor's Solicitor from the Purchaser's solicitor and shall require that the parties enter into the Vendor's form of assignment agreement, including payment by the Purchaser of the applicable assignment fee and legal fees, failing which the Vendor may refuse to permit such direction of title to an immediate family member or may refuse to grant the Rebate.

INSERT THE FOLLOWING PROVISION TO THE PURCHASE AGREEMENT:

18. The Purchaser covenants not to list for lease, advertise for lease, or lease, nor directly or indirectly permit any third party to list or advertise the Unit for lease, at any time until after the Title Transfer Date, without the prior written consent of the Vendor. The Purchaser covenants not to list for sale, advertise for sale, sell, nor in any way assign his or her interest under this Agreement, or the Purchaser's rights and interests hereunder or in the Unit, nor directly or indirectly permit any third party to list or advertise the Unit for sale, at any time until after the Title Transfer Date, without the prior written consent of the Vendor, which consent shall be granted after the Vendor has entered into binding agreements to sell no less than ninety-five (95%) percent of the residential units in the Condominium, which determination shall be made by the Vendor in its sole and unfettered discretion, and provided that the Purchaser has paid deposits towards the Purchase Price equal to or greater than twenty (20%) percent of the Purchase Price and is in good standing with his or her obligations pursuant to this Agreement. The Purchaser acknowledges and agrees that if the Vendor provides its consent, the same shall be subject to such conditions as the Vendor, in its discretion, may reasonably determine, including, without limitation,
 - (a) the payment by the Purchaser to **Harris, Sheaffer LLP** of the Vendor's legal fees (and ancillary costs) amounting to Five Hundred Dollars (\$500.00) plus HST, and the payment by the Purchaser to the Vendor or as it directs of an assignment fee amounting to **Ten Thousand (\$10,000.00) Dollars Five Thousand Dollars (\$5,000.00)** plus HST, which sums shall be paid by **certified cheque** at the time of the Purchaser's request for such consent;
 - (b) the execution of an assignment and assumption agreement among the Purchaser, the Vendor and transferee/assignee in a form acceptable to the Vendor;
 - (c) the prohibition on listing the Unit for sale under any Multiple Listing Service or other third party listing service or advertising the Unit for sale on the internet or in any manner not approved in advance in writing by the Vendor (in its sole and absolute discretion), and if such written approval is provided by the Vendor, then in any event only by a licensed Real Estate Brokerage firm selected by the Vendor (in its sole and absolute discretion); and
 - (d) obtaining the written consent or approval from any lending institution or mortgagee providing any financing to the Vendor, construction or otherwise, for the development and construction of the Condominium, in the event such consent or approval is required to be obtained by the Vendor as a condition for the advance or continued advance of any funds in respect of such financing.

The Purchaser acknowledges that the Purchaser shall not be released from this Agreement of Purchase and Sale regardless of any assignment thereof. The Purchaser acknowledges and agrees that once a breach of the preceding covenant occurs, such breach is or shall be incapable of rectification, and accordingly the Purchaser acknowledges, and agrees that in the event of such breach, the Vendor shall have the unilateral right and option of terminating this Agreement and the Occupancy License, effective upon delivery of notice of termination to the Purchaser or the Purchaser's solicitor, whereupon the provisions of this Agreement dealing with the consequence of termination by reason of the Purchaser's default, shall apply. The Purchaser shall be entitled to direct that title to the Unit be taken in the name of his or her spouse, or a member of his or her immediate family only (being limited to parents, siblings or children over the age of eighteen (18) years), and shall not be permitted to direct title to any other third parties. Any request to direct title to such immediate family member shall be made directly to the Vendor's Solicitor from the Purchaser's solicitor and shall require that the parties enter into the Vendor's form of assignment agreement, including payment by the Purchaser of the applicable assignment fee and legal fees, failing which the Vendor may refuse to permit such direction of title to an immediate family member or may refuse to grant the Rebate.

Purchasers are advised that, notwithstanding the foregoing, no assignment request will be consented to or granted by the Vendor during the following period of time within thirty (30) days of the Occupancy Date.

In the event that the Vendor, having investigated the proposed assignment transaction does not consent to such assignment, the assignment fee less \$1000.00 (Cdn.) for review of the proposed assignment transaction shall be returned by the Vendor to the Purchaser without interest.

1. The capitalized terms used herein shall, unless the context otherwise provides, have the same meanings as are ascribed to them in the Purchase Agreement.
2. This Amendment to the Purchase Agreement may be signed in counterparts and each counterpart when so executed and delivered in person or by electronic means shall be deemed an original and all of which together shall constitute, collectively, one and the same document.
3. This Amendment may be properly delivered if delivered by facsimile transmission or if a copy of same is computer scanned and forwarded by electronic mail to the other party.
4. **This Amendment shall be null and void if the Purchaser fails to cure a default of the Purchase Agreement within five (5) days of receiving notice thereof.**

DATED this 5 June 2022.

IN WITNESS whereof the parties hereto have affixed their hands and seals.

SIGNED, SEALED AND DELIVERED)
in the presence of)
)
)
)
)
)
)
Witness: _____)
)
)
)
)
)
)
Purchaser **SUKHPAL SINGH SAINI** _____
Purchaser _____

DATED this 5 June 2022.

TACC HOLBORN (BLOCK 139) INC.

Giuseppe Maior
Per: _____ c/s
Authorized Signing Officer

I have the authority to bind the Corporation

CITYPOINTE HEIGHTS

**AMENDMENT TO THE
AGREEMENT OF PURCHASE AND SALE**

BETWEEN: TACC HOLBORN (BLOCK 139) INC. (the "Vendor") and
SUKHPAL SINGH SAINI (the "Purchaser")
Unit 06, Level 23, Suite 2306 (the "Unit")

It is hereby understood and agreed between the Vendor and the Purchaser that the following change(s) shall be made to the Agreement of Purchase and Sale entered into between the Vendor and Purchaser relating to the above-mentioned Unit (the "**Purchase Agreement**"), and except for such change(s) noted below, all other terms and conditions of the Purchase Agreement shall remain as stated therein, and time shall continue to be of the essence.

INSERT

1. The Purchaser and the Vendor agree that the total amount payable by the Purchaser pursuant to the adjustments to the Purchase Price contemplated by subparagraph 6(d)(ii) of the Purchase Agreement, shall not exceed **TEN THOUSAND (\$10,000.00) DOLLARS** plus applicable taxes.
 2. The capitalized terms used herein shall, unless the context otherwise provides, have the same meanings as are ascribed to them in the Purchase Agreement.
 3. This Amendment to the Purchase Agreement may be signed in counterparts and each counterpart when so executed and delivered in person or by electronic means shall be deemed an original and all of which together shall constitute, collectively, one and the same document.
 4. This Amendment may be properly delivered if delivered by facsimile transmission or if a copy of same is computer scanned and forwarded by electronic mail to the other party.
 5. The parties hereto further agree that the covenants, agreements, provisos and conditions in this Amendment to the Purchase Agreement shall extend to and be binding upon and enure to the benefit of the parties hereto, and their respective heirs, executors, administrators, successors and permitted assigns.
 6. **This Amendment shall be null and void if the Purchaser fails to cure a default of the Purchase Agreement within five (5) days of receiving notice thereof.**

DATED this 5 June 2022

IN WITNESS whereof the parties hereto have affixed their hands and seals.

DATED this 5 June 2022

TACC HOLBORN (BLOCK 139) INC.

Giuseppe Maio

Per: _____ c/s
Authorized Signing Officer

I have the authority to bind the Corporation

CITYPOINTE HEIGHTS

**AMENDMENT TO THE
AGREEMENT OF PURCHASE AND SALE**

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SUKHPAL SINGH SAINI (the "Purchaser")

Unit 06, Level 23, Suite 2306 (the "Unit")

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Provided that the Purchaser is in good standing of his or her obligations under the Purchase Agreement and has paid deposits towards the Purchase Price equal to or greater than twenty (20%) percent of the Purchase Price as of the Occupancy Date, the Vendor hereby consents to the leasing of the Unit by the Purchaser prior to the Title Transfer Date, subject to the following terms and conditions:

1. The payment by the Purchaser to **Harris, Sheaffer LLP** of the Vendor's legal fees (and ancillary costs) amounting to Five Hundred Dollars (\$500.00) plus HST, and the payment by the Purchaser to the Vendor or as it directs of an administration leasing fee amounting to Three Thousand (\$3,000.00) Dollars plus HST, which sums shall be paid by **certified cheque** at the time of the Purchaser's request for such consent.
 2. This Amendment shall permit the Purchaser to lease the Unit on the basis of a month-to-month tenancy until the Title Transfer Date. For further clarification, the Purchaser shall be entitled to lease the Unit for longer periods of time, subject to the Declaration and Rules of the Condominium, after the Title Transfer Date.
 3. The Purchaser undertakes to provide to the Vendor the following: 1.) a copy of the proposed lease to be entered into with the proposed tenant for approval by the Vendor; 2.) a completed Tenant information form, in the form required by the Vendor in its sole discretion, and 3.) to obtain a Tenant's Undertaking and Acknowledgment, in the form required by the Vendor in its sole discretion, within seven (7) days of entering into a lease of the Unit.
 4. The Purchaser further agrees to provide the Tenant with a copy of the proposed Declaration, proposed By-laws and proposed Rules of the Condominium.
 5. The Purchaser acknowledges and agrees that he shall not be relieved thereby from any of his obligations with respect to the Unit, including without limitation the payment of the Occupancy Fees and the terms of the Occupancy Agreement, as set forth in the Purchase Agreement.
 6. The Purchaser and the Vendor acknowledge and agree that the Purchaser may not currently intend to lease the Unit and that the Purchaser may be eligible for the Rebate, provided that a final determination on such matter shall be made by the Vendor, in its sole and absolute discretion, in accordance with the terms of the Purchase Agreement. The Purchaser acknowledges having the opportunity to review the Purchase Agreement and understands that if the Vendor believes, for whatever reason, that the Purchaser does not qualify for the Rebate, regardless of any documentation provided by or on behalf of the Purchaser to the contrary, the Purchaser shall be obliged to pay to the Vendor (or to whomsoever the Vendor may in writing direct) an amount equivalent to the Rebate in addition to the Purchase Price on the Title Transfer Date.
 7. The Purchaser acknowledges and agrees that in the event the Purchaser is in default under the Purchase Agreement or the Occupancy Agreement, or if the Purchase Agreement has been terminated, the Purchaser shall indemnify the Vendor for any costs incurred in connection with its repossession of the Unit and/or in restoring or repairing the Unit and/or any losses the Vendor may suffer as a result of the Unit not being eligible for the HST Rebate.
 8. The Purchaser acknowledges and agrees that upon a breach of any of the foregoing, such breach is (or shall be) incapable of rectification, and accordingly the Purchaser acknowledges and agrees that in the event of such breach the Vendor shall have the unilateral right and option of terminating the Purchase Agreement (and/or any occupancy agreement) effective upon delivery of notice of termination to the Purchaser or the Purchaser's solicitor, whereupon the provisions of the Purchase Agreement dealing with the consequences of termination by reason of the Purchaser's default, shall apply.
 9. Prior to or following the Occupancy Date, the Purchaser specifically agrees to refrain from listing the Unit for lease under any Multiple Listing Service (MLS) or other third party listing service or advertising the Unit for sale on the internet or in any manner except with consent in advance in writing by the Vendor (in its sole and absolute discretion) and if such written consent is provided, then only by a licensed Real Estate Brokerage firm selected by the Vendor (in its sole and unfettered discretion). The Purchaser acknowledges and agrees that once a breach of the preceding covenant occurs, such breach is or shall be incapable of rectification. Accordingly, the Purchaser acknowledges and agrees that in the event of such breach the Vendor shall have the unilateral right and option of terminating the Purchase Agreement and the Occupancy License, effective upon delivery of notice of termination to the Purchaser or the Purchaser's solicitor, whereupon the provisions of the Purchase Agreement dealing with the consequences of termination by reason of the Purchaser's default shall apply. After the Occupancy Date, purchasers are permitted to list the Unit for lease under a Multiple Listing Service (MLS).

The capitalized terms used herein shall, unless the context otherwise provides, have the same meanings as are ascribed to them in the Purchase Agreement.

This Amendment to the Purchase Agreement may be signed in counterparts and each counterpart when so executed and delivered in person or by electronic means shall be deemed an original and all of which together shall constitute, collectively, one and the same document.

This Amendment may be properly delivered if delivered by facsimile transmission or if a copy of same is computer scanned and forwarded by electronic mail to the other party.

The parties hereto further agree that the covenants, agreements, provisions, and conditions in this Amendment to the Purchase Agreement shall extend to and be binding upon and enure to the benefit of the parties hereto, and their respective heirs, executors, administrators, successors and permitted assigns.

This Amendment shall be null and void if the Purchaser fails to cure a default of the Purchase Agreement within five (5) days of receiving notice thereof.

DATED this 5 June 2022.

IN WITNESS whereof the parties hereto have affixed their hands and seals.

SIGNED, SEALED AND DELIVERED
in the presence of

SUKHPAL SINGH SAINT

SEARCHED SERIALIZED INDEXED
SEARCHED SERIALIZED INDEXED

) Purchaser **SUKHPAL SINGH SAINI**

} }
}

) _____

) Purchaser

DATED this 5 June 2022.

TACC HOLBORN (BLOCK 139) INC.

Giuseppe Maio

Per: _____ c/s
Authorized Signing Officer
I have the authority to bind the Corporation

Property 15 Skyridge Drive, Brampton, ON

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

To: Purchaser(s) of the Property

1. Take Note

You are entering into a purchase transaction which relates to a pre-construction condominium unit¹. You should be aware of the possibility that it may never be completed.

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

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

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

2. Be Aware of Timing

The Vendor's best estimate as to when your unit will be ready for occupancy is shown as the "First Tentative Occupancy Date" on the Statement of Critical Dates and is September / 10 / 2025 (Month/Day/Year). This date may be further extended. Please refer to the Statement of Critical Dates in the Condominium Addendum (which forms part of your Purchase Agreement) for an explanation of how this date may change.

3. Completion of Your Purchase Is Not Certain – It Can Be Terminated by the Vendor³

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

- a. By 09/29/2023 (Month/Day/Year), a set level of sales for the project has not been achieved.
- b. By _____ (Month/Day/Year), certain zoning and/or development approvals have not been obtained.
- c. By 09/29/2023 (Month/Day/Year), satisfactory financing for the project has not been obtained.

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

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

² See *Condominium Act, 1998*, s.73.

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

Note: In most cases, if your Purchase Agreement is terminated, any deposit monies you have paid must be returned to you with interest at the rate no less than that prescribed by the Condominium Act, 1998⁴. Other recourse (monetary or otherwise) may be limited – you should speak to your lawyer.

4. Ownership of Property

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

5. Title Restrictions

The Vendor represents, warrants and declares that:

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

6. Zoning Status

The Vendor represents, warrants and declares that:

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

7. Construction Status

The Vendor represents, warrants and declares that:

Commencement of Construction: _____ has occurred; or, ● is expected to occur by 10/15/2022 (Month/Day/Year).

- a. If commencement has not occurred, the Vendor shall give written notice to the Purchaser within 10 days after the actual date of Commencement of Construction.

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

8. Your Purchase Agreement

This document is to be used for a purchase transaction where the transaction remains conditional and the unit is a condominium unit in respect of a condominium project for which a description is proposed to be registered under the Condominium Act, 1998. This document⁵ together with the Condominium Addendum⁶, forms part of your Purchase Agreement. This document, the Condominium Addendum and the balance of your Purchase Agreement are to be signed at the same time. If any conflict or inconsistency exists among these documents, the provisions of the Condominium Addendum shall prevail followed by this document. Terms not defined in this document have the meaning set out in the Condominium Addendum.

9. Legal Advice is Important

Prior to signing the purchase agreement or any amendment to it, you should seek advice from a lawyer with respect to the purchase agreement or any amending agreement to the proposed transaction. Also review with your lawyer the disclosure statement required by the condominium act, 1998.

DATED June / 5 / 2022 (Month/Day/Year).

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

SUKHPAL SINGH SAINI

Purchaser Signature

SUKHPAL SINGH SAINI

Purchaser Name

Purchaser Signature

Purchaser Name

Giuseppe Maio

Vendor Signature

TACC Holborn (Block 139) Inc.

Vendor Name

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

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

AGREEMENT OF PURCHASE AND SALE

CityPointe Heights

The undersigned, SUKHPAL SINGH SAINI

hereby agrees with **TACC HOLBORN (BLOCK 139) INC.** (the "Vendor") to purchase the above-noted unit, as outlined for identification purposes only on the sketch attached hereto as Schedule "A", together with the Parking Unit and/or Storage Unit(s) noted below, if any, and to be allocated by the Vendor in its discretion, all of which being proposed unit(s) in the Condominium, to be registered against portions of those lands and premises legally described as part of Block 139, Plan 43M-2092, City of Brampton, and currently municipally known as 15 Skyridge Drive, Brampton, Ontario (hereinafter collectively, called the "Property"), together with an undivided interest in the common elements appurtenant to such unit(s) and the exclusive use of those parts of the common elements attaching to such unit(s), as set out in the proposed Declaration (collectively, the "Unit") on the following terms and conditions:

1. The purchase price of the Unit, in lawful money of Canada, is calculated below:

Residential Unit	\$ <u>743,990.00</u>
<u>1</u> Parking Unit	\$ <u>NIL</u>
<u>0</u> Above grade Storage Unit(s)	\$ <u> </u>
<u>0</u> Below grade Storage Unit(s)	\$ <u> </u>
Purchase Price	\$ <u>743,990.00</u> (the "Purchase Price");

and is payable as follows:

- (a) to Harris, Sheaffer LLP, in Trust, (the "Vendor's Solicitors" or "Escrow Agent" or "Trustee") in the following amounts at the following times, by cheque, bank draft or wire transfer, as deposits pending completion or other termination of this Agreement and to be credited on account of the Purchase Price on the Occupancy Date (as defined below):
- (i) the sum of FIVE THOUSAND (\$ 5,000.00) DOLLARS submitted with this Agreement;
 - (ii) the sum of THIRTY TWO THOUSAND TWO HUNDRED (\$ 32,200.00) Dollars (so as to bring the total of deposits set out in subparagraphs 1(a)(i) and 1(a)(ii) to five (5.00%) percent of the Purchase Price) which is due and payable THIRTY (30) days following the date of execution of this Agreement by the Purchaser;
 - (iii) the sum of THIRTY SEVEN THOUSAND TWO HUNDRED (\$ 37,200.00) Dollars (being five (5.00%) percent of the Purchase Price) which is due and payable ONE HUNDRED AND TWENTY (120) days following the date of execution of this Agreement by the Purchaser;
 - (iv) the sum of EIGHTEEN THOUSAND SIX HUNDRED (\$ 18,600.00) Dollars (being two and one-half (2.50%) percent of the Purchase Price) which is due and payable TWO HUNDRED AND FORTY (240) days following the date of execution of this Agreement by the Purchaser;
 - (v) the sum of EIGHTEEN THOUSAND SIX HUNDRED (\$ 18,600.00) Dollars (being two and one-half (2.50%) percent of the Purchase Price) which is due and payable THREE HUNDRED (300) days following the date of execution of this Agreement by the Purchaser;
- (b) the sum of THIRTY SEVEN THOUSAND TWO HUNDRED (\$ 37,200.00) Dollars (being five (5.00%) percent of the Purchase Price) by certified cheque drawn on the trust account of the Purchaser's solicitor to the Vendor's Solicitors on the Occupancy Date;
- (c) the balance of the Purchase Price by wire transfer from the trust account of the Purchaser's solicitor or by certified cheque drawn on the trust account of the Purchaser's solicitor on the Title Transfer Date to the Vendor or as the Vendor may direct, subject to the adjustments hereinafter set forth.
2. (a) The Purchaser shall occupy the Unit on the First Tentative Occupancy Date [as defined in the Statement of Critical Dates being part of the Tarion Addendum as hereinafter defined], or such extended or accelerated date that the Unit is substantially completed by the Vendor for occupancy by the Purchaser in accordance with the terms of this Agreement including, without limitation, the Tarion Addendum (the "Occupancy Date");
- (b) The transfer of title to the Unit shall be completed on the later of the Occupancy Date or a date established by the Vendor in accordance with Paragraph 15 hereof (the "Title Transfer Date");
- (c) The Purchaser's address for delivery of any notices pursuant to this Agreement or the Act is the address set out in the Tarion Addendum or as otherwise set out in this Agreement; and
- (d) **Save as otherwise provided for in this Agreement, the Purchaser acknowledges, agrees, and consents to the entering into and execution of this Agreement of Purchase and Sale, including any amendments, addendums, notices or ancillary documents relating to this Agreement, in electronic format using such electronic signing system as approved by the Vendor from time to time, in its sole and absolute discretion.** Notwithstanding anything contained in this Agreement (or in any schedules annexed hereto) to the contrary, it is expressly understood and agreed that if the Purchaser has not executed and delivered to the Vendor or its sales representative an acknowledgement of receipt of both the Vendor's disclosure statement and a copy of this Agreement duly executed by both parties hereto, within fifteen (15) days from the date of the Purchaser's execution of this Agreement as set out below, then the Purchaser shall be deemed to be in default hereunder and the Vendor shall have the unilateral right to terminate this Agreement at any time thereafter upon delivering written notice confirming such termination to the Purchaser, whereupon the Purchaser's initial deposit cheque shall be forthwith returned to the Purchaser by or on behalf of the Vendor without interest.

The following Schedules of this Agreement, if attached hereto, shall form a part of this Agreement. If there is a form of Acknowledgement attached hereto same shall form part of this Agreement and shall be executed by the Purchaser and delivered to the Vendor on the Closing Date. The Purchaser acknowledges that he has read all Sections and Schedules of this Agreement and the form of Acknowledgement, if any:

Schedule "A" – Unit Plan/Sketch;
Schedule "B" – Features & Finishes;
Schedule "C" – Terms of Occupancy Licence;
Schedule "D" – Warning Provisions;

Schedule "E" – Receipt Confirmation;
Schedule being the Statement of Critical Dates and Addendum to the Agreement of Purchase and Sale, and such schedules annexed thereto (collectively, the "Tarion Addendum");
Schedule "F" - Tarion Warranty Information for New Condominium Units; and
such other **Schedules** annexed hereto and specified as Schedule "_____".

DATED, signed, sealed, and delivered this 5 day of June, 2022.

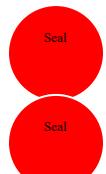
**SIGNED, SEALED AND
DELIVERED
in the presence of**

) SUKHPAL SINGH SAINI October 19, 1995
) PURCHASER: SUKHPAL SINGH SAINI D.O.B. S.I.N.
)

**WITNESS:
(as to all Purchaser's
signatures, if more than
one purchaser)**

) PURCHASER: _____ D.O.B. S.I.N.
) PURCHASER'S SOLICITOR: _____
) Address: _____

Telephone: _____ Email: _____



The undersigned accepts the above offer and agrees to complete this transaction in accordance with the terms thereof.

DATED, signed, sealed, and delivered, this 5 day of June, 2022.

Vendor's Solicitors:
HARRIS, SHEAFFER LLP
Yonge Sheppard Centre,
4881 Yonge Street, 8th Floor
Toronto ON, M2N 5X3
Attn: Jeffrey Silver
Telephone: (416)250-5800 Email: jsilver@harris-sheaffer.com

TACC HOLBORN (BLOCK 139) INC.

Per: _____
Name: Giuseppe Maio
Title: Authorized Signing Officer
I have the authority to bind the Corporation.



3. The meaning of words and phrases used in this Agreement and its Schedules shall have the meaning ascribed to them in the *Condominium Act, 1998*, S.O. 1998, C.19, the regulations thereunder and any amendments thereto (the "Act") and other terms used herein shall have ascribed to them the definitions in the Condominium Documents unless otherwise provided for as follows:

- (a) **"Agreement"** means this Agreement of Purchase and Sale including all Schedules attached hereto and made a part hereof;
- (b) **"Condominium"** means the condominium which will be registered against the Property pursuant to the provisions of the Act;
- (c) **"Condominium Documents"** means the Creating Documents, the by-laws and rules of the Condominium, the disclosure statement and budget statement together with all other documents and agreements which are entered into by the Vendor on behalf of the Condominium or by the Condominium directly prior to the turnover of the condominium, as may be amended from time to time;
- (d) **"CRA"** means the Canada Revenue Agency or its successors;
- (e) **"Creating Documents"** means the declaration and description which are intended to be registered against title to the Property and which will serve to create the Condominium, as may be amended from time to time;
- (f) **"Storage Unit"** means the storage locker unit(s) included in this Agreement (if any is/are listed on the face page of this Agreement) with dimensions and in a location in the Condominium to be specified by the Vendor in its sole and absolute discretion prior to the Occupancy Date. The Purchaser acknowledges that the Vendor, in its sole discretion, shall have the right to relocate the Storage Unit to another location in the Condominium prior to the Title Transfer Date, and that building structures, columns and/or plumbing, mechanical, electrical, HVAC and/or other equipment may be located within or in proximity to said Storage Unit;
- (g) **"HCRA"** means the Home Construction Regulatory Authority or its successors;
- (h) **"Interim Occupancy"** shall mean the period of time from the Occupancy Date to the Title Transfer Date;
- (i) **"Occupancy Licence"** shall mean the terms and conditions by which the Purchaser shall occupy the Unit during Interim Occupancy as set forth in Schedule "C" hereof;
- (j) **"Occupancy Fee"** shall mean the sum of money payable monthly in advance by the Purchaser to the Vendor and calculated in accordance with Schedule "C" hereof;
- (k) **"Parking Unit"**, means the parking unit(s) included in this Agreement (if any Parking Unit is/are listed on the face page of this Agreement) with dimensions and in a location in the Condominium to be specified by the Vendor in its sole discretion prior to the Occupancy Date. The Purchaser acknowledges that the Vendor, in its sole discretion, shall have the right to relocate the parking unit(s) to another location in the Condominium prior to the Title Transfer Date, and that building structures, columns and/or plumbing, mechanical, electrical, HVAC and/or other equipment may be located within or in proximity to said Parking Unit;
- (l) **"Property"** shall mean the lands and premises upon which the Condominium is constructed or shall be constructed and legally described in the Condominium Documents; and
- (m) **"TWC"** means Tarion Warranty Corporation or its successors.

Finishes

4. The Purchase Price shall include those items listed on Schedule "B" attached hereto. The Purchaser acknowledges that only the items set out in Schedule "B" are included in the Purchase Price and that model suite/vignette furnishings and appliances, decor, upgrades, artist's renderings, scale model(s), improvements, mirrors, drapes, tracks and wall coverings are for display purposes only and are not included in the Purchase Price unless specified in Schedule "B". The Purchaser agrees to attend and notify the Vendor of his/her choice of finishes within ten (10) days of being requested to do so by the Vendor. In the event colours and/or finishes subsequently become unavailable, the Purchaser agrees to re-attend at such time or times as requested by the Vendor or its agents, to choose from substitute colours and/or finishes. If the Purchaser fails to choose colours or finishes within the time periods requested, the Vendor may irrevocably choose the colours and finishes for the Purchaser and the Purchaser agrees to accept the Vendor's selections. Without limiting the foregoing, the Purchaser acknowledges that as of the date of this Agreement and/or as may be outlined and/or described in this Agreement and/or in the Condominium Documents and/or in any marketing materials, brochures and/or other documentation, the Vendor proposes or intends to install a clean air smart filter type system to serve the Condominium and the residential units in the Condominium but that notwithstanding same, the Vendor is reserving the right to not proceed with any such installation or service as determined by the Vendor in its sole and absolute discretion and that in the event that such service or system is not proceeded with and installed, the Purchaser shall not be entitled to any credit on account of the Purchase Price nor any abatement in the Purchase Price and the Purchaser expressly confirms that he or she is entering into this Agreement and agreeing to complete the transaction herein without any reliance whatsoever upon such clean air system being provided and further agrees that if the said clean air system is not provided the same shall in no way constitute a material change to the Condominium Documents.

Deposits

5. (a) The Vendor shall credit the Purchaser with interest at the prescribed rate on either the Occupancy Date or Title Transfer Date at the Vendor's sole discretion on all money received by the Vendor on account of the Purchase Price from the date of deposit of the money received from time to time by the Declarant's solicitor or the trustee until the Occupancy Date. The Purchaser acknowledges and agrees that, for the purposes of subsection 81(6) of the Act, compliance with the requirement to provide written evidence, in the form prescribed by the Act, of payment of monies by or on behalf of the Purchaser on account of the Purchase Price of the Unit shall be deemed to have been sufficiently made by delivery of such written evidence to the address of the Purchaser noted in the Tarion Addendum. The Purchaser further acknowledges and agrees that any payment tendered (whether by cheque, bank draft, wire transfer, pre-authorized payment or otherwise) provided to the Vendor on account of the Purchase Price will not be deposited and accordingly interest as prescribed by the Act will not accrue thereon, until after the expiry of the ten (10) day rescission period as provided for in section 73 of the Act (or any extension thereof as may be agreed to in writing by the Vendor). The Purchaser represents and warrants that the Purchaser is not a non-resident of Canada within the meaning of the Income Tax Act of Canada (the "ITA"). If the Purchaser is not a resident of Canada for the purposes of the ITA the Vendor shall be entitled to withhold and remit to CRA the appropriate amount of interest payable to the Purchaser on account of the deposits paid hereunder, under the ITA.

(b) All deposits paid by the Purchaser shall be held by the Escrow Agent in a designated trust account, and shall be released only in accordance with the provisions of subsection 81(7) of the Act and the regulations thereto, as amended. Without limiting the generality of the foregoing, and for greater clarity, it is understood and agreed that with respect to any deposit monies received from the Purchaser the Escrow Agent shall be entitled to withdraw such deposit monies from said designated trust account prior to the Title Transfer Date if and only when the Vendor obtains a Certificate of Deposit from TWC for deposit monies up to Twenty Thousand (\$20,000.00) Dollars and with respect to deposit monies in excess of Twenty Thousand (\$20,000.00) Dollars, one or more excess condominium deposit insurance policies (issued by any insurer as may be selected by the Vendor, authorized to provide excess condominium deposit insurance in Ontario) insuring the deposit monies so withdrawn (or intended to be withdrawn), and delivers the said excess condominium deposit insurance policies (duly executed by or on behalf of the insurer and the Vendor) to the Escrow Agent holding the deposit monies for which said policies have been provided as security, in accordance with the provisions of section 21 of O. Reg. 48/01. Furthermore and without limiting the generality of the foregoing, the Escrow Agent shall be permitted, upon written instructions from the Vendor, to transfer any and all deposits in its possession to another solicitor representing the Vendor or replacement escrow agent, provided that such solicitor or replacement escrow agent undertakes to the Escrow Agent to comply with the provisions of section 81 of the Act and to notify the Purchaser within 15 days of the transfer of such funds that it is now holding the deposits as escrow agent pursuant to the terms of the Act and this Agreement. Upon the transfer of the deposits in accordance with this paragraph, the Escrow Agent shall have no further obligations to the Purchaser in its capacity as the escrow agent of the deposits and shall automatically be released from further liability as escrow agent of such deposits.

Adjustments

6. (a) Commencing as of the Occupancy Date, the Purchaser shall be responsible and be obligated to pay the following costs and/or charges in respect to the Unit:
- (i) all utility costs including electricity, gas and water (unless included as part of the common expenses); and
 - (ii) the Occupancy Fee owing by the Purchaser for Interim Occupancy prior to the Title Transfer Date (if applicable).
- (b) The Purchase Price shall be adjusted to reflect the following items, which shall be apportioned and allowed from the Title Transfer Date, with that day itself apportioned to the Purchaser:
- (i) realty taxes (including local improvement charges pursuant to the *Local Improvement Charges Act*, if any) which may be estimated as if the Unit has been assessed as fully completed by the taxing authority for the calendar year in which the transaction is completed as well as for the following calendar year, notwithstanding the same may not have been levied or paid on the Title Transfer Date. The Vendor shall be entitled in its sole discretion to collect from the Purchaser a reasonable estimate of the taxes as part of the Occupancy Fee and/or such further amounts on the Title Transfer Date, provided all amounts so collected shall either be remitted to the relevant taxing authority on account of the Unit or held by the Vendor pending receipt of final tax bills for the Unit, following which said taxes shall be readjusted in accordance with subsections 80(8) and (9) of the Act; and
 - (ii) common expense contributions attributable to the Unit, with the Purchaser being obliged to provide the Vendor on or before the Title Transfer Date with a series of post-dated cheques payable to the condominium corporation for the common expense contributions attributable to the Unit, for such period of time after the Title Transfer Date as determined by the Vendor (but in no event for more than one year).
- (c) Interest on all money paid by the Purchaser on account of the Purchase Price, shall be adjusted and credited to the Purchaser in accordance with paragraph 5 of this Agreement.
- (d) The Purchaser shall, in addition to the Purchase Price, pay the following amounts to the Vendor on the Title Transfer Date:
- (i) Any new taxes imposed on or payable in respect of the Unit, or on the sale of the Unit, by the federal, provincial, or municipal government or any increases to existing taxes currently imposed on or payable in respect of the Unit, or on the sale of the Unit, by such government;
 - (ii) The amount of any development charge(s) and/or education development charge(s) (the "**Levies**") assessed against or attributable to the Unit (or assessed against the Property or any portion thereof, and attributable to the Unit by pro-rating same in accordance with the proportion or percentage of common interests attributable thereto), pursuant to the *Development Charges Act 1997*, S.O. 1997, as amended from time to time, and the *Education Act*, S.O. 1997, as amended from time to time. In the event that after the Title Transfer Date, any Levies paid by the Vendor are refunded to the Purchaser, the Purchaser shall forthwith deliver the amount of such refund to the Vendor. The Purchaser hereby assigns any such refund to the Vendor and agrees, at the Vendor's request, to sign any further documents required by the Vendor confirming the Vendor's right to receive such refund;
 - (iii) An amount equal to the percentage contribution of the Unit set forth in Schedule "D" to the Declaration of the parks levy, payments in lieu of parks levies, the value of lands conveyed for parkland dedication purposes, and/or the cost of acquiring land to be conveyed for parkland dedication purposes, as applicable, as well as any public art levy or similar contribution(s) or charges assessed against or attributable to the Unit or which has been paid or are payable to the City of Brampton or any other relevant governmental authority or agency thereof with respect to or in connection with the development of the Condominium, including the obtaining of any approvals for such development;
 - (iv) The cost of any enrolment and/or regulatory fees paid by the Vendor for the Unit under, pursuant to or as a requirement or prerequisite of any governmental authority, regulator and/or applicable legislation or regulation, including, without limitation, TWC, the HCRA and/or the Condominium Authority of Ontario (together with any provincial or federal taxes exigible with respect thereto);
 - (v) The cost of utility meters, water meter installations, hydro and gas meter or check meter installations, water and sewer service connection charges and hydro and gas installation and connection or energization charges for the Condominium and/or the Unit, the Purchaser's portion of such installation and/or connection or energization charges and costs to be calculated by dividing the total amount of such charges and costs by the number of residential dwelling units in the Condominium and by charging the Purchaser in the statement of adjustments with that portion of the charges and costs. A letter from the Vendor's engineers or architects specifying such costs shall be final and binding on the Purchaser;
 - (vi) The charge imposed upon the Vendor or its solicitors by the Law Society of Ontario upon registration of a Transfer/Deed of Land or Charge/Mortgage of Land or any other instrument, which amount shall not exceed one hundred and fifty (\$150) dollars;
 - (vii) A sum of Seventy-Five (\$75.00) Dollars for each payment (whether by cheque, bank draft, wire transfer, pre-authorized payment, or otherwise) tendered pursuant to paragraph 1(a) and 1(b) of this Agreement and for any payment (whether by cheque, bank draft, wire transfer, pre-authorized payment, or otherwise) tendered for upgrades or any other monies paid on account of the Purchase Price up to, but not including the Title Transfer Date representing a reasonable reimbursement to the Vendor of the costs incurred or to be incurred by the Vendor in fulfillment of the requirements of subsection 81(6) of the Act;
 - (viii) A sum of One Hundred (\$100.00) Dollars towards the cost of the Vendor obtaining and providing a condominium status certificate to the Purchaser;
 - (ix) The Purchaser agrees to pay Three Hundred (\$300.00) Dollars towards the cost of fees payable by the Vendor to its lenders including the cost of obtaining (partial) discharges of mortgages not intended to be assumed by the Purchaser;
 - (x) The Purchaser shall reimburse the Vendor for a portion of the Vendor's costs of engineering reports prepared to satisfy the requirements of TWC under Bulletin 19 (or any successor bulletin, directive, or instrument issued by TWC and/or the HCRA) with the Purchaser's portion of such costs either being equal to the percentage allocation referable to the Unit as set forth in Schedule "D" to the Declaration or by dividing same by the number of residential units in the Condominium;
 - (xi) An amount equal to three (3) months of common expenses for the Unit as a contribution towards the operation of the Corporation, which amount shall be paid directly to the Corporation on closing. Such amount shall be in addition to any common expenses otherwise payable to the Corporation;
 - (xii) The amount of any transportation charges (such as GO Transit, Brampton Transit) or similar contributions or charges assessed against or attributable to the Unit or which has been paid or are payable to the City of Brampton or any other relevant governmental authority or agency thereof with respect to or in connection with the development of the Condominium, including the obtaining of any approvals for such development, by pro-rating same in accordance with proportionate common interest allocation attributable to the Unit or by dividing the total amount of such charges and costs by the number of Residential Units in the Condominium. In the event that after the Title Transfer Date, any such

- levies or charges paid by the Vendor are refunded to the Purchaser, the Purchaser shall forthwith deliver the amount of such refund to the Vendor. The Purchaser hereby assigns any such refund to the Vendor and agrees, at the Vendor's request, to sign any further documents required by the Vendor confirming the Vendor's right to receive such refund;
- (xiii) The amount of any community improvement charges, charges pursuant to Section 37 of the *Planning Act*, or similar contributions or charges assessed against or attributable to the Unit or which has been paid or are payable to the City of Brampton or any other relevant governmental authority or agency thereof with respect to or in connection with the development of the Condominium, including the obtaining of any approvals for such development, by pro-rating same in accordance with proportionate common interest allocation attributable to the Unit or by dividing the total amount of such charges and costs by the number of residential units in the Condominium;
- (xiv) The sum of One Hundred and Fifty (\$150.00) Dollars administrative fee shall be charged to the Purchaser for each sum that the Vendor permits to be paid to the Vendor's Solicitor on account of the Purchase Price for the Unit by wire transfer or direct deposit. All payments by wire transfer or direct deposit, where permitted by the Vendor and the Vendor's Solicitor, shall be made in strict accordance with the provisions of the Vendor's Solicitor's wire transfer or direct deposit instructions, which may be amended by the Vendor's Solicitor from time to time, at its sole and absolute discretion. Without derogation from any other right or remedy of the Vendor, if the Purchaser or the Purchaser's solicitor fails to comply with the wire or direct deposit instructions of the Vendor's Solicitor, the Purchaser shall pay an additional adjustment of One Hundred and Fifty (\$150.00) Dollars as an administrative fee per occurrence;
- (xv) Any amounts which remain unpaid and owing to the Vendor on account of upgrades and/or extras and/or changes ordered by the Purchaser;
- (xvi) Any charges, fees, costs or other fees imposed by the City of Brampton or any other relevant governmental authority relating to or in connection with the issuance of any building permit, occupancy permits or other permit required for the occupancy of the Unit or any one of them;
- (xvii) The fee, plus HST, paid by the Vendor to Canada Post for the provision of mail delivery services to the Unit;
- (xviii) The costs of all waste and recycling containers provided to the Purchaser or Condominium (and in the latter, by pro-rating same in accordance with proportionate common interest allocation attributable to the Unit or by dividing the total amount of such charges and costs by the number of Residential Units in the Condominium);
- (xix) Any increased costs as a result of (i) changes in the Ontario Building Code, Fire Code, Electrical Code or related regulations; or (ii) any written or unwritten condition of site plan approval, draft plan approval, urban design or architectural and/or engineering control by the City of Brampton or any other relevant governmental authority or department that increases the cost of development of the Property; and/or (ii) arise due to any unanticipated site condition related to the development of the Property as determined by the Vendor in its sole and absolute discretion, which increased costs shall be allocated by pro-rating same in accordance with proportionate common interest allocation attributable to the Unit or by dividing the total amount of such charges and costs by the number of Residential Units in the Condominium;
- (xx) Any other charges, levies, costs or other amounts imposed on the Vendor pursuant to any development agreements, site plan agreement and or subdivision agreement (proportionate share such costs); and
- (xxi) Any other additional or further adjustments agreed to in writing between the Vendor and Purchaser subsequent to the execution of this Agreement.
- (e) In the event that the Purchaser desires to increase the amount to be paid to the Vendor's solicitors on the Occupancy Date at any time after the expiry of the initial ten (10) day statutory rescission period, or wishes to vary the manner in which the Purchaser has previously requested to take title to the Property, or wishes to add or change any unit(s) being acquired from the Vendor, then the Purchaser hereby covenants and agrees to pay to the Vendor's Solicitor's the legal fees and ancillary disbursements which may be incurred by the Vendor or charged by the Vendor's Solicitors in order to implement any of the foregoing changes so requested by the Purchaser (with the Vendor's Solicitors' legal fees for implementing any such changes to any of the interim closing and/or final closing documents so requested by the Purchaser and agreed to by the Vendor being \$500.00 plus HST), but without there being any obligation whatsoever on the part of the Vendor to approve of, or to implement, any of the foregoing changes so requested. Notwithstanding the foregoing, the Purchaser specifically acknowledges and agrees that the Vendor will not entertain any requests to increase the amount to be paid on the Occupancy Date or to change the manner in which the Purchaser shall take title to the Property or to make any other changes to the Agreement of Purchase and Sale or with respect to the Unit after the date which is sixty (60) days prior to the Occupancy Date. In the event the Purchaser or the Purchaser's solicitor requires a photocopy or PDF scan of this Agreement or any other document contained in the Vendor's Solicitor's file, including copy of Form 4 delivered to the Purchaser's address, the Purchaser hereby covenants and agrees to pay to the Vendor a fee of \$150.00 plus HST for each such delivery by Vendor's Solicitor.
- (f) The Purchaser acknowledges that it may be required to enter into an agreement with the supplier of hydro and/or water services to the Condominium (the "**Utility Supplier**") on or before the Occupancy Date. Furthermore, the Purchaser acknowledges that such agreement may require the Purchaser to deliver a security deposit to the Utility Supplier prior to the Occupancy Date and the Purchaser agrees to deliver such security deposit to the Vendor on the Occupancy Date.
- (g) It is acknowledged and agreed by the parties hereto that the Purchase Price already includes a component equivalent to both the federal portion and the provincial portion of the harmonized goods and services tax or single sales tax exigible with respect to this purchase and sale transaction less the Rebate as defined below (hereinafter referred to as the "**HST**"), and that the Vendor shall remit the HST to CRA on behalf of the Purchaser forthwith following the completion of this transaction. The Purchaser hereby warrants and represents to the Vendor that with respect to this transaction, the Purchaser qualifies for the federal and provincial new housing rebates applicable pursuant to the *Excise Tax Act* (Canada), as may be amended, (collectively, the "**Rebate**") and further warrants and represents that the Purchaser is a natural person who is acquiring the Unit with the intention of being the sole beneficial owner thereof on the Unit Transfer Date (and not as the agent or trustee for or on behalf of any other party or parties), and covenants that upon the Unit Transfer Date the Purchaser or one or more of the Purchaser's relations (as such term is defined in the *Excise Tax Act*) shall personally occupy the Unit as his primary place of residence, for such period of time as shall be required by the *Excise Tax Act*, and any other applicable legislation, in order to entitle the Purchaser to the Rebate (and the ultimate assignment thereof to and in favour of the Vendor) in respect of the Purchaser's acquisition of the Unit. The Purchaser further warrants and represents that he has not claimed (and hereby covenants that the Purchaser shall not hereafter claim), for the Purchaser's own account, any part of the Rebate in connection with the Purchaser's acquisition of the Unit, save as may be otherwise hereinafter expressly provided or contemplated. The Purchaser hereby irrevocably assigns to the Vendor all of the Purchaser's rights, interests and entitlements to the Rebate (and concomitantly releases all of the Purchaser's claims or interests in and to the Rebate, to and in favour of the Vendor), and hereby irrevocably authorizes and directs CRA to pay or credit the Rebate directly to the Vendor. In addition, the Purchaser shall execute and deliver to the Vendor, forthwith upon the Vendor's or Vendor's Solicitors request for same (and in any event on or before the Unit Transfer Date), all requisite documents and assurances that the Vendor or the Vendor's Solicitors may reasonably require in order to confirm the Purchaser's entitlement to the Rebate and/or to enable the Vendor to obtain the benefit of the Rebate (by way of assignment or otherwise), including without limitation, the GST/HST New Housing Rebate Application for Houses Purchased from a Builder or other similar form as prescribed from time to time (the "**Rebate Forms**"). The Purchaser agrees and acknowledges that the Vendor may request that the Rebate Forms be completed in the name of the Vendor or any other person or entity that is designated by the Vendor, in its sole and absolute discretion, including, inter alia, any party in which the Vendor may have been acting as the disclosed or undisclosed agent for when entering into this Agreement of Purchase and Sale. The Purchaser agrees to execute and provide to the Builder all Rebate Forms and, to the extent the Builder has not received adequate Rebate Forms, the Purchaser hereby nominates and appoints any officer of the Builder (or any other party as may be directed by the Builder) as the Purchaser's true and lawful agent, with full power and authority in the Purchaser's name, place and stead to execute, swear to and record any and all documents that may be required in order to have the Rebate paid and/or credited to the Builder or any other person that is designated by the Builder including, inter alia, any party in which the Builder may have been acting as the disclosed or undisclosed agent for when

entering into the Agreement of Purchase and Sale. The Purchaser covenants and agrees to indemnify and save the Vendor harmless from and against any loss, cost, damage and/or liability (including an amount equivalent to the Rebate, plus penalties and interest thereon) which the Vendor may suffer, incur or be charged with, as a result of the Purchaser's failure to qualify for the Rebate, or as a result of the Purchaser having qualified initially but being subsequently disentitled to the Rebate, or as a result of the inability to assign the benefit of the Rebate to the Vendor (or the ineffectiveness of the documents purporting to assign the benefit of the Rebate to the Vendor). As security for the payment of such amount, the Purchaser does hereby charge and pledge his interest in the Unit with the intention of creating a lien or charge against same. It is further understood and agreed by the parties hereto that:

- (i) if the Purchaser does not qualify for the Rebate, or fails to deliver to the Vendor or the Vendor's solicitors forthwith upon the Vendor's or the Vendor's solicitors request for same (and in any event on or before the Title Transfer Date) the Rebate Forms duly executed by the Purchaser, together with all other requisite documents and assurances that the Vendor or the Vendor's solicitors may reasonably require from the Purchaser or the Purchaser's solicitor in order to confirm the Purchaser's eligibility for the Rebate and/or to ensure that the Vendor ultimately acquires (or is otherwise assigned) the benefit of the Rebate; or
- (ii) if the Vendor believes, for whatever reason, that the Purchaser does not qualify for the Rebate, regardless of any documentation provided by or on behalf of the Purchaser (including any statutory declaration sworn by the Purchaser) to the contrary, and the Vendor's belief or position on this matter is communicated to the Purchaser or the Purchaser's solicitor on or before the Title Transfer Date;

then notwithstanding anything hereinbefore or hereinafter provided to the contrary, the Purchaser shall be obliged to pay to the Vendor (or to whomsoever the Vendor may in writing direct), by certified cheque delivered on the Title Transfer Date, an amount equivalent to the Rebate in addition to the Purchase Price and in those circumstances where the Purchaser maintains that he is eligible for the Rebate despite the Vendor's belief to the contrary, the Purchaser shall (after payment of the amount equivalent to the Rebate as aforesaid) be fully entitled to pursue the procurement of the Rebate directly from CRA. It is further understood and agreed that in the event that the Purchaser intends to rent out the Unit before or after the Title Transfer Date, the Purchaser shall not be entitled to the Rebate, but may nevertheless be entitled to pursue, on his own after the Title Transfer Date, the federal and provincial new rental housing rebates directly with CRA, pursuant to Section 256.2 of the *Excise Tax Act*, as may be amended, and other applicable legislation to be enacted relating to the provincial new rental housing rebate. The Purchaser further acknowledges and agrees and notwithstanding anything to the contrary as may be contained in this Agreement or otherwise, in the event that either or both of the rates of HST as aforesaid increase, the Purchaser shall be responsible for the increase and shall pay same as an adjustment on the Title Closing Date less any Rebate, if applicable, of such increased amounts, as assigned to the Vendor on the similar terms as set out above, and if either or both of the rates as aforesaid decrease, the Purchaser shall not be entitled to any abatement or reduction of the Purchase Price.

- (h) Notwithstanding any other provision herein contained in this Agreement, the Purchaser acknowledges and agrees that the Purchase Price does not include any HST exigible with respect to any of the adjustments payable by the Purchaser pursuant to this Agreement, or any extras or upgrades or changes purchased, ordered or chosen by the Purchaser from the Vendor which are not specifically set forth in this Agreement, and the Purchaser covenants and agrees to pay such HST to the Vendor in accordance with the *Excise Tax Act*. In addition, and without limiting the generality of the foregoing, in the event that the Purchase Price is increased by the addition of extras, changes, upgrades or adjustments and as a result of such increase, the quantum of the Rebate that would otherwise be available is reduced or extinguished (the quantum of such reduction being hereinafter referred to as the "**Reduction**"), then the Purchaser shall pay to the Vendor on the Title Transfer Date the amount of (as determined by the Vendor in its sole and absolute discretion) the Reduction.
- (i) An administration fee of Five Hundred (\$500.00) Dollars shall be charged to the Purchaser for any payment (whether by cheque, bank draft, wire transfer, pre-authorized payment, or otherwise) payable hereunder delivered to the Vendor or to the Vendor's Solicitors and not accepted by the Vendor's or the Vendor's Solicitor's bank for any reason. At the Vendor's option, this administration fee can be collected as an adjustment on the Title Transfer Date or together with the replacement payment (whether by cheque, bank draft, wire transfer, pre-authorized payment, or otherwise) delivered by the Purchaser.
- (j) In the event that the Purchaser requests any change to this Agreement for which an amendment is required after the expiry of the statutory ten (10) day cooling off period, or wish to terminate the transaction with the mutual agreement of the Vendor, and the Vendor consents to same, then the Purchaser hereby covenants and agrees to pay to the Vendor's legal fees (and ancillary costs) being \$350.00 plus HST, but without there being any obligation whatsoever on the part of the Vendor to approve of, or to implement, said amendment or termination so requested.
- (k) In the event that the Purchaser requests that the Escrow Agent refrain from depositing deposit monies for a period of time, delay the deposit of deposit monies to a new date, replace or change method of payment of deposit monies, or any other task involving the administration of deposit monies, and the Vendor consents to same, or if the Purchaser or his or her solicitor ask for additional copies of the Agreement or any other document previously provided by the Vendor, then the Purchaser hereby covenants and agrees to pay to the Vendor's legal fees (and ancillary costs) being \$50.00 plus HST per cheque or request, as applicable, unless otherwise agreed to by the Vendor in writing, but without there being any obligation whatsoever on the part of the Vendor or Escrow Agent to approve of, or to implement, any of the foregoing requests.
- (l) The Purchaser acknowledges that the supply of electricity, water, natural gas, if applicable, and heating and cooling, if applicable, to each Residential Unit may be individually metered (the "**Unit Meter**") for consumption within the Residential Unit and the Purchaser will be invoiced for such consumption and all service or administration charges relating thereto (the "**Unit Invoices**") either by one or more private corporations providing meter reading, payment and invoicing services to the Condominium and the Purchaser or by a licenced hydro-electricity and natural gas re-seller (the "**Service Provider**"). The Unit Invoices may include the costs of all electrical power, water and natural gas and heating and cooling consumed by the Residential Unit as well as a per kilowatt per hour service and/or cubic meter (gas) charge and other administration charges applicable to the metering service (with the costs of electricity, water, gas, heating and cooling, if applicable, and other service charges hereinafter collectively referred to as the "**Unit Services**"). The Purchaser shall be responsible to pay the Unit Invoices in respect of the Unit Services as and when same are due and payable and such amounts, after the registration of the Creating Documents, shall be in addition to the common expenses payable by the Purchaser and shall not be included in the said common expenses. The cost of such Unit Services shall constitute an additional charge and such payment will not be credited against the Purchaser's obligation to pay the Occupancy Fee in respect of the Purchaser's occupation of the Residential Unit. In addition to the Unit Invoices, the Service Provider may oblige the Purchaser to provide and/or replenish a security deposit, from time to time, in respect of Unit Services and such security deposit may be collected by the Vendor on closing. In the event that the Purchaser fails to pay the Unit Invoices on the due date, the Service Provider shall have the right to use the security deposit to satisfy the Unit Invoices and/or the right to terminate the supply of the Unit Service to the Residential Unit, and not to commence supplying such Unit Services again unless and until the Purchaser provides or replenishes the security deposit and pays the Unit Invoices. The Purchaser covenants and agrees to execute, upon request, any metering/invoicing/leasing agreement as required by the Service Provider and/or Vendor.

Extras/Upgrades

7. The Purchaser covenants and agrees to pay to the Vendor in advance for all extras, upgrades or changes ordered by the Purchaser at the time such order is made and the Purchaser further acknowledges and agrees that such payment is non-refundable in the event that such transaction is not completed for any reason whatsoever except due to default of the Vendor. Notwithstanding anything therein contained to the contrary, the Purchaser acknowledges and agrees that if, upon either the Occupancy Date or the Title Transfer Date, any of the extras, upgrades or changes ordered by the Purchaser remains incomplete in whole or in part or if the Vendor shall, in its sole discretion, determine that it will not provide extras, upgrades or changes or cannot complete the extras, upgrades or changes then there shall be refunded to the Purchaser upon either the Occupancy Date or the Title Transfer Date at the Vendor's sole discretion, that portion of the amount paid by the Purchaser in connection with such extras, upgrades or changes allocated to those extras, upgrades or changes which remain incomplete in whole or in part as aforesaid, as determined by the Vendor. The Purchaser further acknowledges and agrees that the amount so paid to the Purchaser (or for which, in the alternative, the Purchaser receives credit in the statement of adjustments) shall be accepted by the Purchaser as full and final settlement of any claim by the Purchaser with respect to the extras, upgrades or changes which remain incomplete as aforesaid. The Purchaser further acknowledges that the Vendor's liability with respect to such incomplete extras, upgrades or changes shall be limited to the return of the amounts referred to aforesaid and, thereafter, there shall be no further liability upon the Vendor in connection

with such incomplete extras, upgrades or changes and upon such payment being made or credit being given, the Vendor shall be deemed to have been released from any and all obligations, claims or demands whatsoever with respect to such incomplete extras, upgrades or changes. In the event the Purchaser neglects to advise the Vendor forthwith upon request as to the Purchaser's selection of finishing specifications, or orders any extras, upgrades in interior finishing, or performs any work in or about the Unit which causes delay in the Vendor's construction operations, the Vendor may require the Purchaser to complete this transaction on the Title Transfer Date herein set out without holdback of any part of the Purchase Price, on the Vendor's undertaking to complete any of the Vendor's outstanding work. If for any reason payment for such extras, upgrades or charges ordered by the Purchaser is not received at the time such order is made, any such outstanding amounts shall bear interest from such time at the rate of 24% per annum, calculated and compounded daily, until paid in full provided that if such outstanding amounts of any part thereof remains outstanding at closing such amount together with interest calculated and compounded as aforesaid shall be credited to the Vendor on the Statement of Adjustments.

Title

8. The Vendor or the Vendor's Solicitors shall notify the Purchaser or his/her solicitor following registration of the Creating Documents so as to permit the Purchaser or his/her solicitor to examine title to the Unit (the "**Notification Date**"). The Purchaser shall be allowed twenty (20) days from the Notification Date (the "**Examination Period**") to examine title to the Unit at the Purchaser's own expense and shall not call for the production of any surveys, title deeds, abstracts of title, grading certificates, occupancy permits or certificates, nor any other proof or evidence of the title or occupiability of the Unit, except such copies thereof as are in the Vendor's possession. If within the Examination Period, any valid objection to title or to any outstanding work order is made in writing to the Vendor which the Vendor shall be unable or unwilling to remove and which the Purchaser will not waive, this Agreement shall, notwithstanding any intervening acts or negotiations in respect of such objections, be null and void and the deposit monies together with the interest required by the Act to be paid after deducting any payments due to the Vendor by the Purchaser as provided for in this Agreement shall be returned to the Purchaser and the Vendor shall have no further liability or obligation hereunder and shall not be liable for any costs or damages. Save as to any valid objections so made within the Examination Period, the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the Unit. The Purchaser acknowledges and agrees that the Vendor shall be entitled to respond to some or all of the requisitions submitted by or on behalf of the Purchaser through the use of a standard title memorandum or title advice statement prepared by the Vendor's Solicitors, and that same shall constitute a satisfactory manner of responding to the Purchaser's requisitions, thereby relieving the Vendor and the Vendor's Solicitors of the requirement to respond directly or specifically to the Purchaser's requisitions.

Direction Re: Title

9. The Purchaser hereby agrees to submit to the Vendor or the Vendor's Solicitors no less than sixty (60) days prior to the Occupancy Date, a written direction as to how the Purchaser intends to take title to the Unit, including, the date(s) of birth and marital status and the Purchaser shall be required to close the transaction in the manner so advised unless the Vendor otherwise consents in writing, which consent may be arbitrarily withheld. If the Purchaser does not submit such confirmation within the required time as aforesaid the Vendor shall be entitled to tender a Transfer/Deed on the Title Transfer Date engrossed in the name of the Purchaser as shown on the face of this Agreement. The Purchaser shall be entitled to direct that title to the Unit be taken in the name of his or her spouse, or a member of his or her immediate family only (being limited to parents, siblings or children over the age of eighteen (18) years), and shall not be permitted to direct title to any other third parties. Any request to direct title to such immediate family member shall be made directly to the Vendor's Solicitor from the Purchaser's solicitor and shall require that the parties enter into the Vendor's form of assignment agreement, including payment by the Purchaser of the applicable assignment fee and legal fees of the Vendor's Solicitor, failing which the Vendor may refuse to permit such direction of title to an immediate family member or may refuse to grant the Rebate.

Permitted Encumbrances

10. (a) The Purchaser agrees to accept title subject to the following:
- (i) the Condominium Documents, notwithstanding that they may be amended and varied from the proposed Condominium Documents in the general form attached to the Disclosure Statement delivered to the Purchaser as set out in Schedule "E";
 - (ii) registered restrictions or covenants that run with the Property, including any encroachment agreement(s) with any governmental authorities or adjacent land owner(s), as the case may be;
 - (iii) easements, rights-of-way and/or licences now registered (or to be registered hereafter) for the supply and installation of utility services, drainage, telephone services, electricity, gas, storm and/or sanitary sewers, water, cable television/internet, recreational and shared facilities, and/or any other service(s) to or for the benefit of the Condominium (or to any adjacent or neighbouring properties), including any easement(s) which may be required by the Vendor (or by the owner of the Property, if not one and the same as the Vendor), or by any owner(s) of adjacent or neighbouring properties, for servicing, maintenance and/or access to (or entry from) such properties, together with any easement and cost-sharing agreement(s) or reciprocal agreement(s) confirming (or pertaining to) any easement or right-of-way for access, egress, support and/or servicing purposes, and/or pertaining to the sharing of any services, facilities and/or amenities with adjacent or neighbouring property owners;
 - (iv) registered municipal agreements and registered agreements with publicly regulated utilities and/or with local ratepayer associations, including without limitation, any development, site plan, condominium, subdivision, Section 37, collateral, limiting distance, engineering and/or other municipal agreement (or similar agreements entered into with any governmental authorities including any amendments or addenda related thereto), as well as any encroachment agreement(s) relating to the Property (with all of such agreements being hereinafter collectively referred to as the "**Development Agreements**");
 - (v) agreements, notices of leases, notices of security interests, mortgage, assignment, encumbrance or other documentation or registrations relating to any equipment serving and benefitting the Units and/or common elements of the Condominium in any manner, including without limitation, waste material sorting equipment, car-sharing services, telecommunications agreements, geothermal, metering, submetering and/or check metering equipment, or relating to the supply of utility services, including one or more notices of security interest and/or other security document(s) in favour of one or more equipment lessors, utility suppliers and/or lenders as more particularly described in the Condominium Documents;
 - (vi) unregistered or inchoate liens for unpaid utilities in respect of which no formal bill, account or invoice has been issued by the relevant utility authority (or if issued, the time for payment of same has not yet expired), without any claim or request by the Purchaser for any utility holdback(s) or reduction/abatement in the Purchase Price, provided that the Vendor delivers to the Purchaser the Vendor's written undertaking to pay all outstanding utility accounts owing with respect to the Property (including any amounts owing in connection with any final meter reading(s) taken on or immediately prior to the Title Transfer Date, if applicable), as soon as reasonably possible after the completion of this transaction;
 - (vii) if applicable, a certificate of property use issued by the MOECP with respect to restrictions, monitoring and/or management measures identified through the Risk Assessment process with the MOECP to ensure that remaining environmental contamination continues to meet the Risk Assessment standard levels;
 - (viii) shared facilities agreements, reciprocal and/or cost sharing agreements, or other agreements, easements, or rights-of-way benefitting the property and/or adjoining or neighbouring properties, including without limitation any notices of leases relating to the freehold commercial/retail component of the development or any portions thereof being developed and constructed as described under the Condominium Documents;
 - (ix) any notices of lease, offers to lease or notices of related instruments registered against the Property relating to or in respect to any leasing, rental or occupancy right granted to tenants, occupants or users in the commercial component as described under the Condominium Documents;

- (x) easements, rights of way and/or licences now registered (or to be registered hereafter) for the purposes of discharging, emitting, releasing or venting thereon or otherwise affecting the Property at any time during the day or night with noise, vibration and other sounds, excluding spills, and other emissions of every nature and kind whatsoever arising from, out of or in connection with any and all present and future transit services in proximity to the Property; and
 - (xi) any notice of security interest in respect of any personal property contemplated by this Agreement or the Condominium Documents.
- (b) It is acknowledged and agreed that the Vendor shall not be obliged to obtain or register on title to the property a release of (or an amendment to) any of the aforementioned easements, Development Agreements, reciprocal agreements or restrictive covenants or any of the other aforementioned agreements or notices, nor shall the Vendor be obliged to have any of same deleted from the title to the Property, and the Purchaser hereby expressly acknowledges and agrees that the Purchaser shall satisfy himself or herself as to compliance therewith. The Purchaser agrees to observe and comply with the terms and provisions of the Development Agreements, and all restrictive covenants registered on title. The Purchaser further acknowledges and agrees that the retention by the local municipality within which the Property is situate (the "Municipality"), or by any of the other governmental authorities, of security (e.g. in the form of cash, letters of credit, a performance bond, etc., satisfactory to the Municipality and/or any of the other governmental authorities) intended to guarantee the fulfilment of any outstanding obligations under the Development Agreements shall, for the purposes of the purchase and sale transaction contemplated hereunder, be deemed to be satisfactory compliance with the terms and provisions of the Development Agreements. The Purchaser also acknowledges that the wires, cables and fittings comprising the cable television system serving the Condominium are (or may be) owned by the local cable television supplier, or by a company associated, affiliated with or related to the Vendor.
- (c) The Purchaser covenants and agrees to consent to the matters referred to in subparagraph 10(a) hereof and to execute all documents and do all things requisite for this purpose, either before or after the Title Transfer Date.
- (d) If the Vendor is not the registered owner of the Property, the Purchaser agrees to accept a conveyance of title from the registered owner together with the owner's title covenants in lieu of the Vendor's. In that event, the Purchaser agrees to execute an acknowledgement on the closing confirming that: (i) the registered owner is providing title directly to the Purchaser at the direction of the Vendor; (ii) the registered owner is not the builder or vendor and has no liability to the Purchaser as such; (iii) the registered owner is not responsible for any matters related to the development of the subject Property or the construction of the Unit or the common elements; and (iv) the Purchaser releases and forever discharges the registered owner from any manner of claim, costs, damages or other losses in any way related to the development of the subject Property or the construction of the Unit or common elements.
- (e) The Vendor shall be entitled to insert in the Transfer/Deed of Land, specific covenants by the Purchaser pertaining to any or all of the restrictions, easements, covenants and agreements referred to herein and in the Condominium Documents, and in such case, the Purchaser may be required to deliver separate written covenants on closing. If so requested by the Vendor, the Purchaser covenants to execute all documents and instruments required to convey or confirm any of the easements, licences, covenants, agreements, and/or rights, required pursuant to this Agreement and shall observe and comply with all of the terms and provisions therewith. The Purchaser may be required to obtain a similar covenant (enforceable by and in favour of the Vendor), in any agreement entered into between the Purchaser and any subsequent transferee of the Unit.

Vendor's Lien

11. The Purchaser agrees that the Vendor shall have a Vendor's Lien for unpaid purchase monies on the Title Transfer Date and shall be entitled to register a Notice of Vendor's Lien against the Unit any time after the Title Transfer Date. Similarly, if the Purchaser was credited for the Rebate on the Title Transfer Date but it is subsequently determined that the Purchaser does not qualify for the Rebate, the Vendor shall have a Vendor's Lien for the amount of the Rebate credited to the Purchaser, plus legal fees and disbursements incurred by the Vendor as a result of the Purchaser's improper claim for the Rebate, and the Vendor shall be entitled to register a Notice of Vendor's Lien against the Unit. The Vendor will upon request deliver to the Purchaser for registration at the Purchaser's expense a release of the Vendor's Lien after such monies have been received by the Vendor.

Partial Discharges

12. The Purchaser acknowledges that the Unit may be encumbered by mortgages (and collateral security thereto) which are not intended to be assumed by the Purchaser and that the Vendor shall not be obliged to obtain and register (partial) discharges of such mortgages insofar as they affect the Unit on the Title Transfer Date. The Purchaser acknowledges that the Vendor's Solicitors will have in their possession an executed authorization to discharge any non-institutional mortgage, and the Purchaser agrees to accept the Vendor's Solicitors' undertaking to register such (partial) discharge of non-institutional mortgages in respect of the Unit, within one (1) business day after the Title Transfer Date. The Purchaser agrees to accept the Vendor's Solicitors' undertaking to obtain and register (partial) discharges of institutional mortgages in respect of the Unit, within 90 days after the Title Transfer Date subject to the Vendor or its solicitors providing to the Purchaser or the Purchaser's Solicitor the following:
- (a) a mortgage statement or letter from the mortgagee(s) (or from their respective solicitors) confirming the amount, if any, required to be paid to the mortgagee(s) to obtain (partial) discharges of the mortgages with respect to the Unit;
 - (b) a direction from the Vendor to the Purchaser to pay such amounts to the mortgagee(s) (or to whomever the mortgagees may direct) on the Title Transfer Date to obtain a (partial) discharge of the mortgage(s) with respect to the Unit; and
 - (c) an undertaking from the Vendor's Solicitors to deliver such amounts to the mortgagees and to obtain and register the (partial) discharge of the mortgages with respect to the Unit upon receipt thereof and within a reasonable time following the Title Transfer Date and to advise the Purchaser or the Purchaser's Solicitor concerning registration particulars by posting same on the internet.

Construction Act

13. The Purchaser covenants and agrees that he/she is a "home buyer" within the meaning of the *Construction Act*, R.S.O. 1990, c.C.30. and will not claim any lien holdback on the Occupancy Date or Title Transfer Date. The Vendor shall complete the remainder of the Condominium according to its schedule of completion and neither the Occupancy Date nor the Title Transfer Date shall be delayed on that account.

The Planning Act

14. This Agreement and the transaction arising therefrom are conditional upon compliance with the provisions of section 50 of the *Planning Act*, R.S.O. 1990, c.P.13 and any amendments thereto on or before the Title Transfer Date.

Title Transfer Date

15. (a) The provisions of the Tarion Addendum reflect the TWC's policies, regulations and/or guidelines on extensions of the First Tentative Occupancy Date, but it is expressly understood and agreed by the parties hereto that any failure to provide notice(s) of the extension(s) of the First Tentative Occupancy Date, Subsequent Tentative Occupancy Dates or Firm Occupancy Date, in accordance with the provisions of the Tarion Addendum shall only give rise to a damage claim by the Purchaser against the Vendor up to a maximum of \$7,500.00, as more particularly set forth in the Regulations to the *Ontario New Home Warranties Plan Act*, R.S.O. 1990, as amended (the "ONHWPAct"), and under no circumstances shall the Purchaser be entitled to terminate this transaction or otherwise rescind this Agreement as a result thereof, other than in accordance with the Tarion Addendum.
- (b) The Vendor's Solicitors shall designate a date not less than twenty (20) days after written notice is given to the Purchaser or his or her solicitor of the registration of the Creating Documents as the Title Transfer Date.

- (c) If the Purchaser is unable to deliver the balance of the Purchase Price on the Title Transfer Date by wire transfer from the trust account of the Purchaser's solicitor or by certified cheque drawn on the trust account of the Purchaser's solicitor, the Purchaser may deliver a bank draft together with a Confirmation and Undertaking from the Purchaser's solicitor in a form satisfactory to the Vendor that confirms that the bank draft was purchased with funds from such solicitor's trust account and that the Purchaser personally undertakes to replace such bank draft within 24 hours of written notice that such bank draft was not honoured.

Purchaser's Covenants, Representations and Warranties

16. The Purchaser covenants and agrees that this Agreement is subordinate to and postponed to any mortgages arranged by the Vendor (or by the registered owner of the Property if not the same as the Vendor) and any advances thereunder from time to time, and to any easement, licence or other agreement concerning the Condominium and the Condominium Documents. The Purchaser further agrees to consent to and execute all documentation as may be required by the Vendor in this regard and the Purchaser hereby irrevocably appoints the Vendor as the Purchaser's attorney to execute any consents or other documents required by the Vendor to give effect to this paragraph. The Purchaser hereby consents to the Vendor and its designated or proposed construction lenders obtaining a consumer's report containing credit and/or personal information for the purposes of this transaction. The Purchaser shall, within ten (10) days of acceptance of this Agreement, deliver to the Vendor evidence of a satisfactory mortgage approval signed by a lending institution or other mortgagee acceptable to the Vendor confirming that the said lending institution or acceptable mortgagee will be advancing funds to the Purchaser sufficient to pay the balance due on the Title Transfer Date or other evidence of an ability to close satisfactory to the Vendor and the Vendor's construction lender, in their sole and absolute discretions. The Purchaser further agrees to deliver to the Vendor, from time to time, within ten (10) days of written demand from the Vendor, all necessary financial and personal information required by the Vendor in order to evidence the Purchaser's ability to pay the balance of the Purchase Price on the Title Transfer Date, including without limitation, written confirmation of the Purchaser's income, a copy of a mortgage approval letter and evidence of the source of the payments required to be made by the Purchaser in accordance with this Agreement. Without limiting the generality of the foregoing and notwithstanding any other provision in this Agreement to the contrary, within ten (10) days of written demand from the Vendor, the Purchaser agrees to produce evidence of a satisfactory mortgage approval signed by a lending institution or other mortgagee acceptable to the Vendor confirming that the said lending institution or acceptable mortgagee will be advancing funds to the Purchaser sufficient to pay the balance due on the Title Transfer Date or other evidence of an ability to close satisfactory to the Vendor and the Vendor's construction lender, in their sole and absolute discretions. If the Purchaser fails to provide the financial and personal information or the mortgage approval as aforesaid, or if the Vendor or the Vendor's construction lender is not satisfied as aforesaid, then the Purchaser shall be deemed to be in default under this Agreement. The Vendor may, in its sole discretion, elect to accept in the place of such mortgage commitment, other evidence satisfactory to the Vendor that the Purchaser will have sufficient funds to pay the balance due on the Title Transfer Date.
17. The Purchaser acknowledges that notwithstanding any rule of law to the contrary, that by executing this Agreement, it has not acquired any equitable or legal interest in the Unit or the Property. The Purchaser covenants and agrees not to register this Agreement or notice of this Agreement or a caution, certificate of pending litigation, Purchaser's Lien, or any other document providing evidence of this Agreement against title to the Property, Unit or the Condominium and further agrees not to give, register, or permit to be registered any encumbrance against the Property, Unit or the Condominium. Should the Purchaser be in default of his or her obligations hereunder, the Vendor may, as agent and attorney of the Purchaser, cause the removal of notice of this Agreement, caution or other document providing evidence of this Agreement or any assignment thereof, from the title to the Property, Unit or the Condominium. In addition, the Vendor, at its option, shall have the right to declare this Agreement null and void in accordance with the provisions of paragraph 26 hereof. The Purchaser hereby irrevocably consents to a court order removing such notice of this Agreement, any caution, or any other document or instrument whatsoever from title to the Property, Unit or the Condominium and the Purchaser agrees to pay all of the Vendor's costs and expenses in obtaining such order (including the Vendor's Solicitor's fees on a full indemnity basis).
18. The Purchaser covenants not to list for sale or lease, advertise for sale or lease, sell or lease, nor in any way assign his or her interest under this Agreement, or the Purchaser's rights and interests hereunder or in the Unit, nor directly or indirectly permit any third party to list or advertise the Unit for sale or lease, at any time until after the Title Transfer Date, without the prior written consent of the Vendor, which consent may be arbitrarily withheld. The Purchaser acknowledges and agrees that once a breach of the preceding covenant occurs, such breach is or shall be incapable of rectification, and accordingly the Purchaser acknowledges, and agrees that in the event of such breach, the Vendor shall have the unilateral right and option of terminating this Agreement and the Occupancy License, effective upon delivery of notice of termination to the Purchaser or the Purchaser's solicitor, whereupon the provisions of this Agreement dealing with the consequence of termination by reason of the Purchaser's default, shall apply. The Purchaser shall be entitled to direct that title to the Unit be taken in the name of his or her spouse, or a member of his or her immediate family only (being limited to parents, siblings or children over the age of eighteen (18) years), and shall not be permitted to direct title to any other third parties. Any request to direct title to such immediate family member shall be made directly to the Vendor's Solicitor from the Purchaser's solicitor and shall require that the parties enter into the Vendor's form of assignment agreement, including payment by the Purchaser of the applicable assignment fee and legal fees, failing which the Vendor may refuse to permit such direction of title to an immediate family member or may refuse to grant the Rebate.
19. The Purchaser acknowledges that the Vendor is (or may in the future be) processing and/or completing one or more rezoning or minor variance applications with respect to the Lands (and/or the lands adjacent thereto or in the neighbouring vicinity thereof), as well as a site plan approval/development application/draft plan of condominium approval with respect to the Lands, in order to permit the development and construction of the Condominium thereon. The Purchaser acknowledges that during the rezoning, minor variance, site plan and/or draft plan of condominium approval process, the footprint or siting of the condominium buildings may shift from that originally proposed or intended, the overall height of the condominium buildings (and the number of levels/floors, and/or the number of dwelling units comprising the Condominium) may vary, and the location of the Condominium's proposed amenities may likewise be altered, without adversely affecting the floor plan layout, design and size of the interior of the Unit, and the Purchaser hereby expressly agrees to complete this transaction notwithstanding the foregoing, without any abatement in the Purchase Price, and without any entitlement to a claim for damages or other compensation whatsoever. The Purchaser further covenants and agrees that it shall not oppose the aforementioned zoning, minor variance and site plan/development applications, nor any other applications ancillary thereto, including without limitation, any application submitted or pursued by or on behalf of the Vendor to lawfully permit the development and registration of the Condominium, or to obtain an increase in the density coverage or the dwelling unit count (or yield) thereof, or for any other lawful purpose whatsoever, and the Purchaser expressly acknowledges and agrees that this covenant may be pleaded as an estoppel or bar to any opposition or objection raised by the Purchaser thereto.
20. The Purchaser covenants and agrees that he/she shall not interfere with the completion of other units and the common elements by the Vendor. Until the Condominium is completed and all units sold and transferred the Vendor may make such use of the Condominium as may facilitate the completion of the Condominium and sale of all the units, including, but not limited to the maintenance of a sales/rental/administration/construction office(s) and model units, and the display of signs located on the Property.

Termination without Default

21. In the event this Agreement is terminated through no fault of the Purchaser, all deposit monies paid by the Purchaser towards the Purchase Price, together with any interest required by law to be paid, shall be returned to the Purchaser; provided however, that the Vendor shall not be obligated to return any monies paid by the Purchaser as an Occupancy Fee. The Vendor shall be entitled to require the Purchaser to execute a release of any surety, lender or any other third party requested by the Vendor in its discretion prior to the return of such monies. In no event shall the Vendor or its agents be liable for any damages or costs whatsoever and without limiting the generality of the foregoing, for any loss of bargain, for any relocating costs, or for any professional or other fees paid in relation to this transaction. This provision may be pleaded by the Vendor as a complete defence to any such claim.

Tarion and HCRA

22. The Vendor represents and warrants to the Purchaser that the Vendor is a registered vendor with the TWC and/or the HCRA, as applicable. The Purchaser acknowledges and agrees that any warranties of or liabilities for workmanship or materials, in respect of any aspect of the construction of the Condominium including the Unit, whether implied by this Agreement or at law or in equity or by any statute or otherwise, including without limitation breach of contract, breach of warranty, negligence or breach of duty, shall be limited to only those warranties deemed to be given by the Vendor under the ONHWPAs and shall extend only for the time period and in respect of those items as stated in the ONHWPAs, it being understood and agreed that there is no representation, warranty, guarantee, collateral agreement, or condition precedent to, concurrent with or in any way affecting this Agreement, the Condominium or the Unit, other than as expressed herein. The Vendor and the Purchaser agree that all disputes, if any, respecting any aspect of construction of the Unit or the common elements of the Condominium, including without limitation, disputes alleging negligence, breach of contract, breach of duty or breach of warranty, shall be limited solely to the dispute resolution mechanisms available under the ONHWPAs as administered by TWC, which resolution thereunder shall be binding and conclusive on all parties. The Purchaser hereby irrevocably appoints the Vendor his/her agent to complete and execute the

TWC Certificate of Deposit and any excess condominium deposit insurance documentation in this regard, as required, both on its own behalf and on behalf of the Purchaser.

Right of Entry

23. Notwithstanding the Purchaser occupying the Unit on the Occupancy Date or the closing of this transaction and the delivery of title to the Unit to the Purchaser, as applicable, the Vendor or any person authorized by it shall be entitled at all reasonable times and upon reasonable prior notice to the Purchaser to enter the Unit and the common elements in order to make inspections or to do any work or replace therein or thereon which may be deemed necessary by the Vendor in connection with the Unit or the common elements and such right shall be in addition to any rights and easements created under the Act. A right of entry in favour of the Vendor for a period not exceeding five (5) years similar to the foregoing may be included in the Transfer/Deed provided on the Title Transfer Date and acknowledged by the Purchaser at the Vendor's sole discretion.

Occupancy

24. (a) The Unit shall be deemed to be substantially completed when the interior work has been finished to the minimum standards allowed by the Municipality so that the Unit may be lawfully occupied notwithstanding that there remains other work within the Unit and/or the common elements to be completed. The Purchaser shall not occupy the Unit until the Municipality has permitted same or consented thereto, if such consent is required and the Occupancy Date shall be postponed until such required consent is given. The Purchaser shall not require the Vendor to provide or produce an occupancy permit, certificate or authorization from the Municipality other than the documentation required by paragraph 9 of the Tarion Addendum. Provided that the Vendor complies with paragraph 9 of the Tarion Addendum, the Purchaser acknowledges that the failure to complete the common elements before the Occupancy Date shall not be deemed to be failure to complete the Unit, and the Purchaser agrees to complete this transaction notwithstanding any claim submitted to the Vendor and/or to the TWC in respect of apparent deficiencies or incomplete work provided, always, that such incomplete work does not prevent occupancy of the Unit as, otherwise, permitted by the Municipality.
- (b) The Vendor shall complete the construction of the Unit and the building in which the Unit is proposed to form a part of (the "Building") as soon as reasonably practicable, but the failure of the Vendor to fully complete such construction to the standards required in this Agreement by the Occupancy Date, or to fully complete or correct all outstanding, incomplete or deficient matters relating to the Unit and the Building, shall not entitle the Purchaser to refuse to take possession of the Unit on the Occupancy Date or to complete this transaction or to remit to Vendor the entire amount of the Purchase Price on the Title Transfer Date, or to maintain any holdback, set-off or deduction of any part thereof. The construction of the Unit shall be deemed to be completed when the Vendor's finishings have been substantially completed, notwithstanding that there remains work outside the Unit to be completed, including but not limited to painting, grading, paving, sodding and landscaping. The Vendor agrees to fully complete the construction of the Unit, the Building and any outstanding, incomplete or deficient items and any other matters relating to the Unit and the Building which are required by Tarion, within a reasonable period of time after the Title Transfer Date, having regard to weather conditions and the availability of equipment, supplies and labour, and Purchaser agrees that its only recourse against Vendor (and the declarant of the Condominium if not the Vendor) for a final and binding resolution of all such matters shall be through the processes administered by Tarion, who Purchaser and Vendor hereby appoint and constitute to be the sole and final arbiter of all such matters. Purchaser hereby indemnifies and saves Vendor (and the declarant of the Condominium if not the Vendor) harmless from all actions, causes of action, claims and demands for damages or loss which are brought by Purchaser in contravention of this provision, including without limitation, any claim against any third party that has the right of contribution or indemnity against the Vendor (and the declarant of the Condominium if not the Vendor).
- (c) If the Unit is substantially complete and fit for occupancy on the Occupancy Date, as provided for in subparagraph (a) above, but the Creating Documents have not been registered, (or in the event the Condominium is registered prior to the Occupancy Date and closing documentation has yet to be prepared), the Purchaser shall pay to the Vendor a further amount on account of the Purchase Price specified in paragraph 1(b) hereof without adjustment save for any pro-rated portion of the Occupancy Fee described and calculated in Schedule "C", and the Purchaser shall occupy the Unit on the Occupancy Date pursuant to the Occupancy Licence attached hereto as Schedule "C".

Inspection

25. (a) The Purchaser or the Purchaser's designate as hereinafter provided agrees to meet the Vendor's representative at the date and time designated by the Vendor, prior to the Occupancy Date, to conduct a pre-delivery inspection of the Unit (the "PDI") and to list all items remaining incomplete at the time of such inspection together with all mutually agreed deficiencies with respect to the Unit, on the TWC Certificate of Completion and Possession (the "CCP") and the PDI Form, in the forms prescribed from time to time by, and required to be completed pursuant to the provisions of the ONHWPA. The said CCP and PDI Forms shall be executed by both the Purchaser or the Purchaser's designate and the Vendor's representative at the PDI and shall constitute the Vendor's only undertaking with respect to incomplete or deficient work and the Purchaser shall not require any further undertaking of the Vendor to complete any outstanding items. In the event that the Vendor performs any additional work to the Unit in its discretion, the Vendor shall not be deemed to have waived the provision of this paragraph or otherwise enlarged its obligations hereunder.
- (b) The Purchaser acknowledges that the Warranty Information Sheet - Warranty Information for New Condominium Units is appended hereto and is available on the Tarion website (which is currently at the following web address: <https://www.tarion.com/resources/publications/64092/warranty-information-sheet-agreements-purchase-and-sale>).
- (c) The Purchaser shall be entitled to send a designate to conduct the PDI in the Purchaser's place or attend with their designate, provided the Purchaser first provides to the Vendor a written authority appointing such designate for PDI prior to the PDI. If the Purchaser appoints a designate, the Purchaser acknowledges and agrees that the Purchaser shall be bound by all of the documentation executed by the designate to the same degree and with the force and effect as if executed by the Purchaser directly.
- (d) In the event the Purchaser and/or the Purchaser's designate fails to attend the PDI or fails to execute the CCP and PDI Forms at the conclusion of the PDI, the Vendor may declare the Purchaser to be in default under this Agreement and may exercise any or all of its remedies set forth in this Agreement of Purchase and Sale and/or at law. Alternatively, the Vendor may, at its option, complete the within transaction but not provide the keys to the Unit to the Purchaser until the CCP and PDI Forms have been executed by the Purchaser and/or its designate or complete the within transaction and complete the CCP and PDI Forms on behalf of the Purchaser and/or the Purchaser's designate and the Purchaser hereby irrevocably appoints the Vendor the Purchaser's attorney and/or agent and/or designate to complete the CCP and PDI Forms on the Purchaser's behalf and the Purchaser shall be bound as if the Purchaser or the Purchaser's designate had executed the CCP and PDI Forms.

Purchaser's Default

26. (a) In the event that the Purchaser is in default with respect to any of his or her obligations contained in this Agreement (other than paragraph 2(d) hereof) or in the Occupancy License on or before the Title Transfer Date and fails to remedy such default forthwith, if such default is a monetary default and/or pertains to the execution and delivery of documentation required to be given to the Vendor on the Occupancy Date or the Title Transfer Date, or within five (5) days of the Purchaser being so notified in writing with respect to any other non-monetary default, then the Vendor, in addition to (and without prejudice to) any other rights or remedies available to the Vendor (at law or in equity) may, at its sole option, unilaterally suspend all of the Purchaser's rights, benefits and privileges contained herein (including without limitation, the right to make colour and finish selections with respect to the Unit as hereinbefore provided or contemplated), and/or unilaterally declare this Agreement and the Occupancy License to be terminated and of no further force or effect. All monies paid hereunder (including the deposit monies paid or agreed to be paid by the Purchaser pursuant to this Agreement which sums shall be accelerated on demand of the Vendor), together with any interest earned thereon and monies paid or payable for extras or upgrades or changes ordered by the Purchaser, whether or not installed in the dwelling, shall be forfeited to the Vendor. The Purchaser agrees that the forfeiture of the aforesaid monies shall not be a penalty and it shall not be necessary for the Vendor to prove it suffered any damages in order for the Vendor to be able to retain the aforesaid monies. The Vendor shall in such event still be entitled to claim damages from the Purchaser in addition to any monies forfeited to the Vendor. The aforesaid retention of monies is in addition to (and without prejudice to) any other rights or

remedies available to the Vendor at law or in equity. In the event of the termination of this Agreement and/or the Occupancy License by reason of the Purchaser's default as aforesaid, then the Purchaser shall be obliged to forthwith vacate the Unit (or cause same to be forthwith vacated) if same has been occupied (and shall leave the Unit in a clean condition, without any physical or cosmetic damages thereto, and clear of all garbage, debris and any furnishings and/or belongings of the Purchaser), and without limiting anything contained herein the Purchaser shall be obligated for all damages and costs incurred or to be incurred by the Vendor for any re-decorating, repairing and/or renovating costs performed or to be performed by the Vendor within the Unit, and shall execute such releases and any other documents or assurances as the Vendor may require, in order to confirm that the Purchaser does not have (and the Purchaser hereby covenants and agrees that he/she does not have) any legal, equitable or proprietary interest whatsoever in the Unit and/or the Property (or any portion thereof) prior to the completion of this transaction and the payment of the entire Purchase Price to the Vendor or the Vendor's solicitors as hereinbefore provided, and in the event the Purchaser fails or refuses to execute same, the Purchaser hereby appoints the Vendor to be his or her lawful attorney in order to execute such releases, documents and assurances in the Purchaser's name, place and stead, and in accordance with the provisions of the *Powers of Attorney Act*, R.S.O. 1990, as amended, the Purchaser hereby declares that this power of attorney may be exercised by the Vendor during any subsequent legal incapacity on the part of the Purchaser. In the event the Vendor's Solicitors or an Escrow Agent is/are holding any of the deposits in trust pursuant to this Agreement, then in the event of default as aforesaid, the Purchaser hereby releases the said solicitors or Escrow Agent from any obligation to hold the deposit monies, in trust, and shall not make any claim whatsoever against the said solicitors or Escrow Agent and the Purchaser hereby irrevocably directs and authorizes the said solicitors or Escrow Agent to deliver the said deposit monies and accrued interest, if any, to the Vendor.

- (b) In addition to the Vendor's rights set forth in subparagraph (a) above, the Purchaser acknowledges and agrees that if any amount, payment and/or adjustment which is due and payable by the Purchaser to the Vendor pursuant to this Agreement are not made and/or paid on the date due, but are subsequently accepted by the Vendor, notwithstanding the Purchaser's default, then such amount, payment and/or adjustment shall, until paid, bear interest at the rate equal to eight (8%) percent per annum above the bank rate as defined in subsection 19(2) of O. Reg. 48/01 to the Act at the date of default. In addition, in the event that the Purchaser delays the Occupancy Date or the Title Transfer Date, the Vendor shall have the right to charge Two Hundred Dollars (\$200.00) per day as liquidated damages for each day of the delay plus a legal/administrative fee of Five Hundred Dollars (\$500.00) per delay towards the administration of a delayed occupancy or closing, as applicable, and to amend and/or create documentation. Furthermore, the Purchaser shall pay the Vendor's Solicitor's fees in the amount of Five Hundred Dollars (\$500.00), plus applicable taxes and disbursements, for each letter or other form of notice sent to the Purchaser or the Purchaser's solicitor relating to any default by the Purchaser.

Common Elements

27. The Purchaser acknowledges that the Condominium will be constructed to Ontario Building Code requirements at the time of issuance of the building permit. The Purchaser covenants and agrees the Purchaser shall have no claims against the Vendor for any equal, higher or better standards of workmanship or materials. The Purchaser agrees that the foregoing may be pleaded by the Vendor as an estoppel in any action brought by the Purchaser or his/her successors in title against the Vendor. The Vendor may, from time to time, change, vary or modify in its sole discretion or at the instance of any governmental authority or mortgagee, any elevations, building specifications or site plans of any part of the Condominium, to conform with any municipal or architectural requirements related to building codes, official plan or official plan amendments, zoning by-laws, committee of adjustment and/or land division committee decisions, municipal site plan approval or architectural control. Such changes may be to the plans and specifications existing at inception of the Condominium or as they existed at the time the Purchaser entered into this Agreement, or as illustrated on any sales material, including without limitation, brochures, models or otherwise. With respect to any aspect of construction, finishing or equipment, the Vendor shall have the right, without the Purchaser's consent, to substitute materials, for those described in this Agreement or in the plans or specifications, provided the substituted materials are in the judgment of the Vendor's architect, whose determination shall be final and binding, of equal or better quality. The Purchaser shall have no claim against the Vendor for any such changes, variances or modifications nor shall the Vendor be required to give notice thereof. The Purchaser hereby consents to any such alterations and agrees to complete the sale notwithstanding any such modifications.

Executions

28. The Purchaser agrees to provide to the Vendor's Solicitors on the Occupancy Date a clear and up-to-date Execution Certificate confirming that no executions are filed at the local Land Titles Office against the individual(s) in whose name title to the Unit is being taken.

Representations and Marketing Materials

29. The Purchaser acknowledges that, notwithstanding anything contained in any brochures, drawings, plans, advertisements, or other marketing materials, or any statements made by the Vendor's sale representatives, there is no warranty or representation, collateral agreement or condition contained herein on the part of the Vendor as to the area of the Unit or any other matter and (including without limitation, the amenities to be provided to the Condominium which shall be provided as more particularly set out in the Condominium Documents). The Purchaser further acknowledges that any dimensions, ceiling heights or other data shown on such items and/or marketing materials are approximate only and that the Purchaser is not purchasing the Residential Unit on a price per square foot basis. Ceiling heights may vary based upon the rounding of stated dimensions or the installation of bulkheads, ducts, or as a result of other design requirements. Accordingly, the Purchaser shall not be entitled to any abatement or refund of the Purchase Price based on the precise area and/or final configuration (including without limitation, the construction of the mirror image or reversal of the floor plan layout) and/or ceiling height of the constructed Unit. The Purchaser further acknowledges that there is no warranty or representation contained herein on the part of the Vendor as to the size or location of chattels or furnishings that may be placed within any unit, nor does the outline of any chattel or furnishing constitute any warranty or representation that the Purchaser may rely on. Furthermore the Purchaser is further expressly advised that the Vendor's marketing materials and site drawings and renderings which the Purchaser may review or may have reviewed prior to entering into this Agreement or following the issuance and delivery of the Condominium Documents to the Purchaser remain conceptual and that the final plans for the Condominium, including without limitation any design consultants which may have been involved therein are subject to change and accordingly such marketing material, nor any representation or warranty or covenant that such design consultants shall ultimately be the consultants involved in the development and design of the Condominium, do not form part of this Agreement nor constitute any warranty or representation that the Purchaser may rely on. The Purchaser acknowledges that the distances and views from the proposed buildings shown on any site plan, artist's renderings or scale model are approximate only and/or may be modified during construction.

30. The Purchaser acknowledges that the suite area of the Unit, as may be represented or referred to by the Vendor or any sales agent, or which appear in any sales material is approximate only, and is generally measured to the outside of all exterior, corridor and stairwell walls, and to the centre line of all party walls separating one unit from another. NOTE: For more information on the method of calculating the floor area of any unit, reference should be made to the Directive – Floor Area Calculations published by the HCRA, as same may be updated, supplemented, replaced, and/or restated by the HCRA and/or the TWC from time to time. Actual useable floor space may (therefore) vary from any stated or represented floor area or gross floor area, and the extent of the actual or useable living space within the confines of the Unit may vary from any represented square footage or floor area measurement(s) made by or on behalf of the Vendor. In addition, the Purchaser is advised that the floor area measurements are generally calculated based on the middle floor of the Condominium building for each suite type, such that units on lower floors may have less floor space due to thicker structural members, mechanical rooms, etc., while units on higher floors may have more floor space. Accordingly, the Purchaser hereby confirms and agrees that all details and dimensions of the Unit purchased hereunder are approximate only, and that the Purchase Price shall not be subject to any adjustment or claim for compensation whatsoever, whether based upon the ultimate square footage of the Unit, or the actual or useable living space within the confines of the Unit or otherwise. The Purchaser further acknowledges that the ceiling height of the Unit is measured from the upper surface of the concrete floor slab (or subfloor) to the underside surface of the concrete ceiling slab (or joists). However, where ceiling bulkheads or telecommunication devices are installed within the Unit, and/or where dropped ceilings are required, then the ceiling height of the Unit will be less than that represented, and the Purchaser shall correspondingly be obliged to accept the same without any abatement or claim for compensation whatsoever.

Risk

31. The Unit shall be and remain at the risk of the Vendor until the Title Transfer Date, subject to the terms of the Occupancy Licence attached hereto as Schedule "C". If any part of the Condominium is damaged before the Creating Documents are registered, the Vendor may in its sole discretion either:

- (a) make such repairs as are necessary to complete this transaction and, if necessary, delay the Occupancy Date in the manner permitted in paragraphs 5 and 7 of the Tarion Addendum;
- (b) terminate this Agreement and return to the Purchaser all deposit monies paid by the Purchaser to the Vendor, with interest payable under law if the damage to the Condominium has frustrated this Agreement at law; or
- (c) apply to a court of competent jurisdiction for an order terminating the Agreement in accordance with the provisions of subsection 79(3) of the Act,

it being understood and agreed that all insurance policies and the proceeds thereof are to be for the benefit of the Vendor alone.

Tender/Teranet

32. (a) The parties waive personal tender and agree that tender, in the absence of any other mutually acceptable arrangement and subject to the provisions of paragraph 33 of this Agreement shall be validly made by the Vendor upon the Purchaser, by a representative of the Vendor attending at the offices of Harris, Sheaffer, LLP at 12:00 noon on the Title Transfer Date or the Occupancy Date as the case may be and remaining there until 5:00 p.m. and is ready, willing and able to complete the transaction. The Purchaser agrees that keys may be released to the Purchaser as the construction site, sales office or the Condominium building on the Occupancy Date or the Title Transfer Date, as applicable. The Vendor's advice that the keys are available shall be valid tender of possession of the Property to the Purchaser. In the event the Purchaser or his or her solicitor fails to appear or appears and fails to close, such attendance by the Vendor's representative (which includes the Vendor's Solicitors) shall be deemed satisfactory evidence that the Vendor is ready, willing and able to complete the sale at such time. Payment shall be tendered by certified cheque drawn on any Canadian chartered bank; and
- (b) It is further provided that, notwithstanding subparagraph 32(a) hereof, in the event the Purchaser or his or her solicitor advise the Vendor or its Solicitors, on or before the Occupancy Date or Title Transfer Date, as applicable, that the Purchaser is unable or unwilling to complete the purchase or take occupancy, the Vendor is relieved of any obligation to make any formal tender upon the Purchaser or his or her solicitor and may exercise forthwith any and all of its right and remedies provided for in this Agreement and at law.
33. As the electronic registration system (hereinafter referred to as the "**Teraview Electronic Registration System**" or ("**TERS**") is operative in the applicable Land Titles Office in which the Property is registered, then at the option of the Vendor's solicitor, the following provisions shall prevail:
- (a) The Purchaser shall be obliged to retain a solicitor, who is both an authorized TERS user and in good standing with the Law Society of Ontario to represent the Purchaser in connection with the completion of the transaction. The Purchaser shall authorize such solicitor to, at the option of the Vendor's Solicitors, either execute an escrow closing agreement with the Vendor's Solicitor on the standard form recommended by the Law Society of Ontario (hereinafter referred to as the "**Escrow Document Registration Agreement**") establishing the procedures and timing for completing this transaction or to otherwise agree to be bound by the procedures set forth in the Escrow Document Registration Agreement.
- (b) The delivery and exchange of documents, monies and keys to the Unit and the release thereof to the Vendor and the Purchaser, as the case may be:
- (i) shall not occur contemporaneously with the registration of the Transfer/Deed (and other registerable documentation); and
 - (ii) shall be governed by the Escrow Document Registration Agreement, pursuant to which the solicitor receiving the documents, keys and/or certified funds will be required to hold same in escrow, and will not be entitled to release same except in strict accordance with the provisions of the Escrow Document Registration Agreement.
- (c) The Purchaser expressly acknowledges and agrees that he or she will not be entitled to receive the Transfer/Deed to the Unit for registration until the balance of funds due on closing, in accordance with the statement of adjustments, are either remitted by certified cheque via personal delivery or by electronic funds transfer to the Vendor's solicitor (or in such other manner as the latter may direct) prior to the release of the Transfer/Deed for registration.
- (d) Each of the parties hereto agrees that the delivery of any documents not intended for registration on title to the Unit may be delivered to the other party hereto by electronic transmission (or by a similar system reproducing the original or electronically signed documents through the Internet), provided that all documents so transmitted have been duly and properly executed by the appropriate parties/signatories thereto which may be by electronic signature. The party transmitting any such document shall also deliver the original of same (unless the document is an electronically signed document pursuant to the *Electronic Commerce Act*) to the recipient party by overnight courier sent the day of closing or within 7 business days of closing, if same has been so requested by the recipient party.
- (e) Notwithstanding anything contained in this agreement to the contrary, it is expressly understood and agreed by the parties hereto that an effective tender shall be deemed to have been validly made by the Vendor upon the Purchaser when the Vendor's solicitor has:
- (i) delivered all closing documents and/or funds to the Purchaser's solicitor in accordance with the provisions of the Escrow Document Registration Agreement and keys are made available for the Purchaser to pick up at the Vendor's sales or customer service office;
 - (ii) advised the Purchaser's solicitor, in writing, that the Vendor is ready, willing and able to complete the transaction in accordance with the terms and provisions of this Agreement; and
 - (iii) has completed all steps required by TERS in order to complete this transaction that can be performed or undertaken by the Vendor's solicitor without the cooperation or participation of the Purchaser's solicitor;

without the necessity of personally attending upon the Purchaser or the Purchaser's solicitor with the aforementioned documents, keys and/or funds, and without any requirement to have an independent witness evidencing the foregoing.

General

34. The Vendor shall provide a statutory declaration on the Title Transfer Date that it is not a non-resident of Canada within the meaning of the ITA.
35. The Vendor and Purchaser agree to pay the costs of registration of their own documents and any tax in connection therewith.
36. The Vendor and the Purchaser agree that there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Property or supported hereby other than as expressed herein in writing.
37. This Offer and its acceptance is to be read with all changes of gender or number required by the context and the terms, provisions and conditions hereof shall be for the benefit of and be binding upon the Vendor and the Purchaser, and as the context of this Agreement permits, their respective heirs, estate trustees, successors and permitted assigns.
38. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

39. The headings of this Agreement form no part hereof and are inserted for convenience of reference only.
40. Each of the provisions of this Agreement 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 Agreement, and in such event all the other provisions of this Agreement shall continue in full force and effect as if such invalid provision had never been included herein. The Purchaser and the Vendor acknowledge and agree that this Agreement and all amendments and addenda thereto shall constitute an agreement made under seal.
41. (a) If any documents required to be executed and delivered by the Purchaser to the Vendor are, in fact, executed by a third party appointed as the attorney for the Purchaser, then the power of attorney appointing such person must be registered in the Land Titles office where the Lands are registered, and a duplicate registered copy thereof (together with a statutory declaration sworn by the Purchaser's solicitor unequivocally confirming, without any qualification whatsoever, that said power of attorney has not been revoked) shall be delivered to the Vendor along with such documents.
- (b) Where the Purchaser is a corporation, or where the Purchaser is buying in trust for another person or corporation for a disclosed or undisclosed beneficiary or principal (including, without limitation, a corporation to be incorporated), the execution of this Agreement by the principal or principals of such corporation, or by the person named as the Purchaser in trust as the case may be, shall be deemed and construed to constitute the personal indemnity of such person or persons so signing with respect to the obligations of the Purchaser herein and shall be fully liable to the Vendor for the Purchaser's obligations under this Agreement and may not plead such agency, trust relationship or any other relationships as a defence to such liability. Purchasers are advised that nothing in this paragraph shall be construed as the Vendor providing its approval that the Purchaser may be a corporation or may be buying in trust for another, or that title may be directed in any manner other than specifically permitted in this Agreement.
42. Time shall in all respects be of the essence hereof, provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Vendor and Purchaser or by their respective lawyers who are hereby expressly authorized in that regard. In accordance with the terms of the Critical Dates Addendum, the Vendor shall have a one-time unilateral right to extend a Firm Occupancy Date or Delayed Occupancy Date, as the case may be, for one (1) Business Day to avoid the necessity of tender where a Purchaser is not ready to complete the transaction on the Firm Occupancy Date or Delayed Occupancy Date, as the case may be. Delayed occupancy compensation will not be payable for such period and the Vendor may not impose any penalty or interest charge upon the Purchaser with respect to such extension.
43. This Agreement (which for greater clarity this Agreement does not include any sales brochures or any representation alleged to have been made by any sales representative or agent) shall constitute the entire agreement between the Purchaser and the Vendor and there is no representation, warranty, collateral agreement or condition affecting this Agreement, the Unit or the Property or supported hereby, other than expressed in this Agreement or otherwise expressed in writing and signed by Vendor and Purchaser or by their respective lawyers who are hereby expressly authorized in that regard.
44. If the Occupancy Date or the Title Transfer Date occurs on a date other than a Business Day (as defined in the Critical Dates Addendum), such date is deemed to be the next Business Day.

Notice

45. (a) Any notice required to be delivered under the provisions of the Tarion Addendum shall be delivered in the manner required by the terms of the Tarion Addendum. The Purchaser is hereby advised that the Vendor shall be entitled to send notices or communications to the Purchaser to the address, fax number and/or email address set out on page 2 of the Tarion Addendum and that any such notice or communication is valid under the terms of this Agreement unless the Purchaser provides written notice of any change of address, fax number or email address to the Vendor in the manner contemplated by the terms of the Tarion Addendum.
- (b) Any other notice given pursuant to the terms of this Agreement shall be deemed to have been properly given if it is in writing and is delivered by hand, ordinary prepaid post, facsimile transmission or electronic mail to the attention of the Purchaser or to the Purchaser's solicitor to their respective addresses indicated herein or to the address of the Unit after the Occupancy Date and to the Vendor at 161 Trade Valley Drive, Vaughan, Ontario, L4H 3N6 or to the Vendor's Solicitors at the address indicated in this Agreement or such other address as may from time to time be given by notice in accordance with the foregoing. Such notice shall be deemed to have been received on the day it was delivered by hand, by electronic mail or by facsimile transmission, provided it is received on a Business Day before 5:00 p.m., failing which it shall be deemed to be received on the next Business Day and upon the third day following posting, excluding Saturdays, Sundays and statutory holidays. This agreement or any amendment or addendum thereto may, at the Vendor's option, be properly delivered if it delivered by facsimile transmission or if a copy of same is computer scanned and forwarded by electronic mail to the other party.

Material Change

46. The Purchaser acknowledges and agrees that the Vendor may, from time to time in its sole discretion, due to site conditions or constraints, or for marketing considerations, or for any other legitimate reason, including without limitation any request or requirement of any of the governmental authorities or any request or requirement of the Vendor's architect or other design consultants:
- (a) change the Property's municipal address or numbering of the Unit (in terms of the unit number and/or level number ascribed to any one or more of the units comprising the Unit);
- (b) add levels to the buildings, in which case, all levels above the new levels will be raised accordingly (together with all units located on such levels); and/or remove levels from the buildings, in which case, all levels above the eliminated levels will be lowered accordingly (together with all units located on such levels);
- (c) change, vary or modify the plans and specifications pertaining to the Unit or the Condominium, or any portion thereof (including architectural, structural, engineering, landscaping, grading, mechanical, site servicing and/or other plans and specifications) from the plans and specifications existing at the inception of the project, or existing at the time that the Purchaser has entered into this Agreement, or as same may be illustrated in any sales brochure(s), model(s) in the sales office or otherwise, including without limitation, making any change to the total number of Residential Unit, Parking Units, Storage Units and/or other ancillary units intended to be created within the Condominium, and/or any change to the total number of levels or floors within the Condominium, as well as any changes or alterations to the design, style, size and/or configuration of any dwelling or other ancillary units within the Condominium;
- (d) change, vary, or modify the number, size and location of any windows, column(s), telecommunication device(s) and/or bulkhead(s) within or adjacent to (or comprising part of) the Unit, from the number, size and/or location of same as displayed or illustrated in any sales brochure(s), model(s) or floor plan(s) previously delivered or shown to the Purchaser, including the insertion or placement of any window(s), column(s), telecommunication device(s) and/or bulkhead(s) in one or more locations within the Unit which have not been shown or illustrated in any sales brochure(s), model(s) or floor plan(s) previously delivered or shown to the Purchaser (regardless of the extent or impact thereof), as well as the removal of any window(s), column(s), telecommunication device(s) and/or bulkhead(s) from any location(s) previously shown or illustrated in any sales brochure(s), model(s) in the sales office or otherwise;
- (e) change the layout of the Unit such that same is a mirror image of the layout shown to the Purchaser (or a mirror image of the layout illustrated in any sales brochure or other marketing material(s) delivered to the Purchaser);
- (f) change the layout of the kitchen and/or bathroom(s) by relocating equipment, appliances, toilets, showers, baths, sinks, drains, and/or cabinets from the plans and specifications existing at the inception of the project, or existing at the time that the Purchaser has entered into this Agreement, or as same may be illustrated in any sales brochure(s), model(s) in the sales office or otherwise; and/or

- (g) change the direction in which any door to the Unit opens, closes or slides from the plans and specifications existing at the inception of the project, or existing at the time that the Purchaser has entered into this Agreement, or as same may be illustrated in any sales (brochure(s), model(s) in the sales office or otherwise;

and that the Purchaser shall have absolutely no claim or cause of action whatsoever against the Vendor or its sales representatives (whether based or founded in contract, tort or in equity) for any such changes, deletions, alterations or modifications, nor shall the Purchaser be entitled to any abatement or reduction in the Purchase Price whatsoever as a consequence thereof, nor any notice thereof (unless any such change, deletion, alteration or modification to the said plans and specifications is material in nature (as defined by the Act) and significantly affects the fundamental character, use or value of the Unit and/or the Condominium, in which case the Vendor shall be obliged to notify the Purchaser in writing of such change, deletion, alteration or modification as soon as reasonably possible after the Vendor proposes to implement same, or otherwise becomes aware of same), and where any such change, deletion, alteration or modification to the said plans and specifications is material in nature, then the Purchaser's only recourse and remedy shall be the termination of this Agreement prior to the Title Transfer Date (and specifically within 10 days after the Purchaser is notified or otherwise becomes aware of such material change), and the return of the Purchaser's deposit monies, together with interest accrued thereon at the rate prescribed by the Act.

Cause of Action/Assignment

47. (a) The Purchaser acknowledges and agrees that notwithstanding any rights which he or she might otherwise have at law or in equity arising out of this Agreement, the Purchaser shall not assert any of such rights, nor have any claim or cause of action whatsoever as a result of any matter or thing arising under or in connection with this Agreement (whether based or founded in contract law, tort law or in equity, and whether for innocent misrepresentation, negligent misrepresentation, breach of contract, breach of fiduciary duty, breach of constructive trust or otherwise), against any person, firm, corporation or other legal entity, other than the person, firm, corporation or legal entity specifically named or defined as the Vendor herein, even though the Vendor may be (or may ultimately be found or adjudged to be) a nominee or agent of another person, firm, corporation or other legal entity, or a trustee for and on behalf of another person, firm, corporation or other legal entity, and this acknowledgment and agreement may be pleaded as an estoppel and bar against the Purchaser in any action, suit, application or proceeding brought by or on behalf of the Purchaser to assert any of such rights, claims or causes of action against any such third parties. Furthermore, the Purchaser and the Vendor acknowledge that this Agreement shall be deemed to be a contract under seal.
- (b) At any time prior to the Title Transfer Date, the Vendor shall be permitted to assign this Agreement (and its rights, benefits and interests hereunder) to any person, firm, partnership or corporation registered as a vendor pursuant to the ONHWPAA and upon any such assignee assuming all obligations under this Agreement and notifying the Purchaser or the Purchaser's solicitor of such assignment, the Vendor named herein shall be automatically released from all obligations and liabilities to the Purchaser arising from this Agreement, and said assignee shall be deemed for all purposes to be the Vendor herein as if it had been an original party to this Agreement, in the place and stead of the Vendor.

Non-Merger

48. The covenants and agreements of each of the parties hereto shall not merge on the Title Transfer Date, but shall remain in full force and effect according to their respective terms, until all outstanding obligations of each of the parties hereto have been duly performed or fulfilled in accordance with the provisions of this Agreement. No further written assurances evidencing or confirming the non-merger of the covenants of either of the parties hereto shall be required or requested by or on behalf of either party hereto.

Notice/Warning Provisions

49. The Purchaser acknowledges that it is anticipated by the Vendor that in connection with the Vendor's application to the appropriate governmental authorities for draft plan of condominium approval certain requirements may be imposed upon the Vendor by various governmental authorities. These requirements (the "**Requirements**") usually relate to warning provisions to be given to Purchasers in connection with environmental or other concerns (such as warnings relating to noise levels, the proximity of the Condominium to major street, garbage storage and pickup, school transportation, and similar matters). Accordingly, the Purchaser covenants and agrees that (1) on either the Occupancy Date or Title Transfer Date, as determined by the Vendor, the Purchaser shall execute any and all documents required by the Vendor acknowledging, inter alia, that the Purchaser is aware of the Requirements, and (2) if the Vendor is required to incorporate the Requirements into the final Condominium Documents the Purchaser shall accept the same, without in any way affecting this transaction. Notwithstanding the generality of the foregoing, the Purchaser agrees to be bound by the warnings set forth in Schedule "D" hereto.

Electronic Commerce Act

50. Pursuant to subsection 3(1) and any other relevant provisions of the *Electronic Commerce Act* of Ontario, as amended (or any successor or similar legislation), it is expressly acknowledged and agreed by the parties hereto that:
- (a) the Vendor's execution and delivery of this Agreement and any schedules, amendments and/or addendums thereto, and any and all documents ancillary thereto, including any documents required or desired in connection with the interim occupancy closing and/or final closing of this purchase and sale transaction (including without limitation, the Vendor's provision and delivery of any notices and/or documents that may be required to be in writing);
- (b) the Purchaser's execution and delivery of this Agreement and any schedules, amendments and/or addendums thereto, and any and all documents ancillary thereto, including the acknowledgement of receipt of the executed agreement of purchase and sale and/or the Condominium's disclosure statement, as well as any documents required or desired in connection with the interim occupancy closing and/or final closing of this purchase and sale transaction (including without limitation, the Purchaser's provision and delivery of any notices and/or documents that may be required to be in writing); and
- (c) the condominium corporation's execution and delivery of any status certificate(s) prior to the Condominium's turnover meeting;

may be made or manifested in an electronic format, and may be executed by way of an electronic signature of any such documents (undertaken by or through a computer program, or by any other electronic means, including without limitation, by or through DocuSign Inc.'s electronic signing platform, or by any other similar secure electronic application or platform), as expressly contemplated and permitted by the *Electronic Commerce Act 2000, S.O. 2000, as amended*, and as and when any such document(s) is/are executed by way of an electronic signature, same shall thereupon be deemed to be valid, binding and enforceable upon the party or parties so executing same electronically. For purposes of clarification, the terms "electronic signature" and "electronic" shall have the meanings respectively ascribed to such terms in the *Electronic Commerce Act 2000, S.O. 2000, as amended*. If and when either or both of the parties hereto executes this Agreement by or through DocuSign Inc.'s electronic signing platform (or by any other similar secure electronic application or platform), then such party or parties shall, upon the request of the other, be obliged to forthwith provide the other party hereto with a certificate of completion produced or issued by DocuSign Inc. (or any similar certificate issued by any other secure electronic platform) which confirms, verifies and/or validates the electronic signature of the party or parties so executing same electronically. **Notwithstanding anything hereinbefore provided to the contrary, it is expressly understood and agreed that the Purchaser shall nevertheless be obliged to provide and deliver to the Vendor's Solicitors at least one originally-signed HST New Housing Rebate Form (and not an electronically-signed version thereof, nor a photocopy, a telefaxed copy or a scanned/e-mailed copy thereof) in connection with the final closing of this purchase and sale transaction.**

A photocopy or a scanned and e-mailed copy of this executed Agreement may be relied upon (and correspondingly enforced) to the same extent as if it were an originally-executed version

Model Suites

51. The Purchaser acknowledges that the model suites, if any, are for display purposes only and that some or all of the features therein may not be included in the Unit unless same is specifically provided for in any schedule forming part of this Agreement. The Purchaser acknowledges and accepts that the Vendor may be maintaining the model suite or sales office and all advertising signs associated therewith for sale purposes until all units in the Condominium have been constructed, sold and occupied. The Purchaser further acknowledges that if the Unit being purchased herein has been used by the Vendor as a model suite or inventory to the Vendor, then there will be wear and tear in the

Unit which the Purchaser accepts and the Purchaser acknowledges that he/she is purchasing this Unit on an "as is" basis including without limiting the generality thereof existing nicks, dents, scratches, scuff marks on all hardwood areas, stairs, pickets, stringer, risers, treads, all trim work doors, jambs, baseboards/casings, wear and tear on carpet, existing paint touch-up blemishes, existing chips and scratches on ceramics and grout areas, wear and tear and scuff marks on all counters and tubs and agrees that the Vendor shall not be responsible either directly or indirectly (including by way of claim pursuant to the legislation relating to the Tarion warranties) to clean, repair or replace any part of the Unit including wall covering, carpeting, vinyl/ceramic/hardwood flooring, cabinetry, window treatments, trees, shrubs or other planting materials, interlocking walkways and/or slab walkways, or any other features or extras in the Unit either before or after closing unless specifically set out in this Agreement of Purchase and Sale. All appliances and fixtures included in the purchase price are purchased in an "as is" condition.

Hoist Units

52. The Purchaser acknowledges that a construction hoist may be affixed to the exterior of the Unit being purchased herein and/or the common elements appurtenant thereto for such length of time as is required by the Vendor, in its sole and absolute discretion, for construction purposes. The Purchaser further acknowledges and agrees that if the foregoing applies, the Purchaser shall nevertheless complete the transaction as set out in this Agreement on the Title Transfer Date, and the Purchaser hereby waives any claim and/or damages that he or she may have as a result of the temporary existence of a construction hoist following his or her occupancy of the Unit.

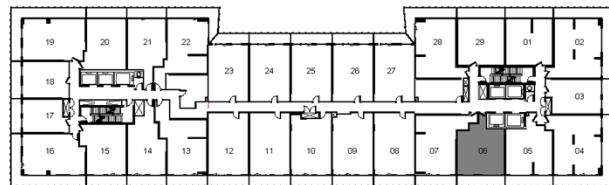
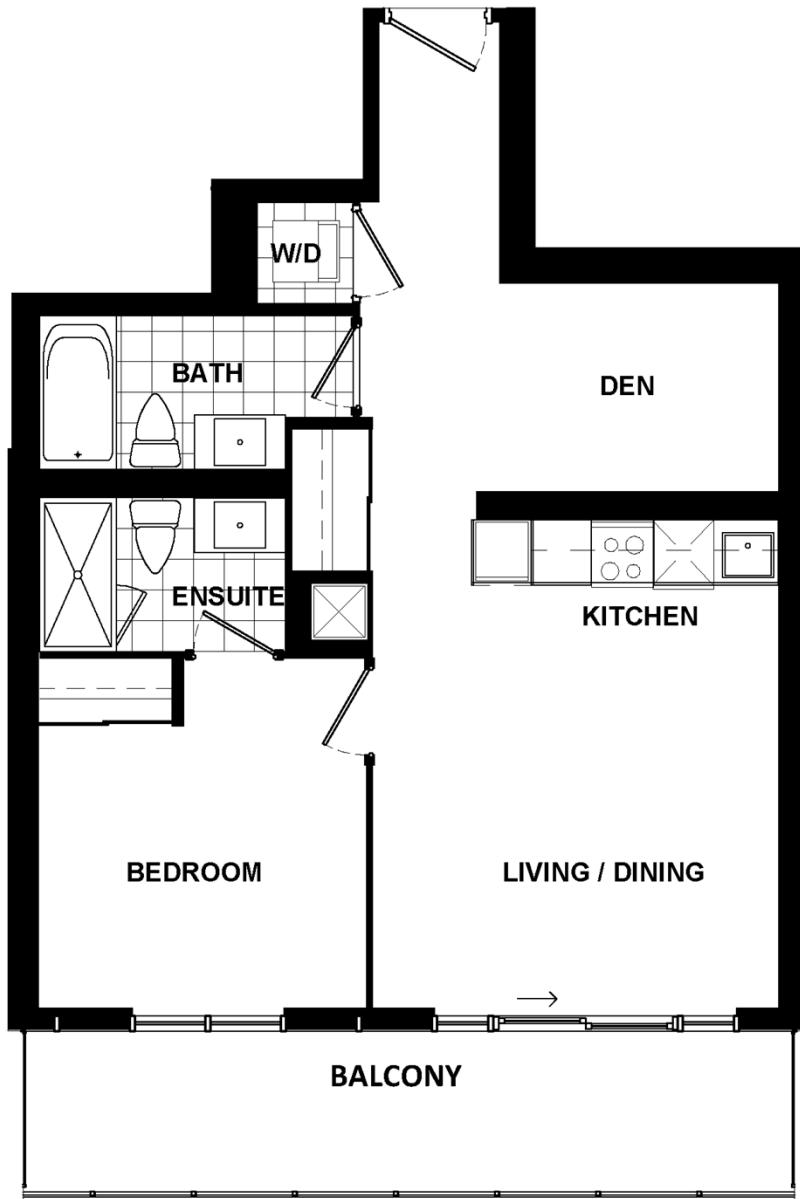
Purchaser's Consent to the Collection and Limited Use of Personal Information

53. The Purchaser hereby consents to the Vendor's collection, use and disclosure of the Purchaser's personal information for the purpose of enabling the Vendor to proceed with the Purchaser's purchase of the Unit, completion of this transaction, and for post-closing and after-sales customer care purposes. Such personal information includes the Purchaser's name, home address, e-mail address, telefax/telephone number, age, date of birth, marital and residency status, social insurance number (only with respect to subparagraph (b) below), financial information, desired suite design(s), ancillary units purchased and colour/finish selections. In particular, but without limiting the foregoing, the Vendor may disclose such personal information to:

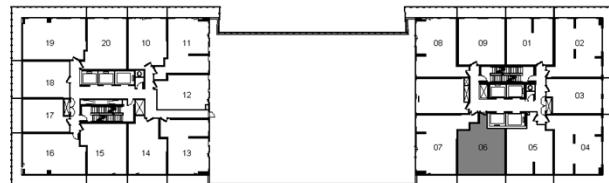
- (a) Any relevant governmental authorities or agencies, including without limitation, the Land Titles Office (in which the Condominium is registered), the Ministry of Finance for the Province of Ontario (i.e. with respect to Land Transfer Tax), and the Canada Revenue Agency (i.e. with respect to HST);
- (b) Canada Revenue Agency, to whose attention the T-5 interest income tax information return and/or the NR4 non-resident withholding tax information return is submitted (where applicable), which will contain or refer to the Purchaser's social insurance number or business registration number (as the case may be), as required by Regulation 201(1)(b)(ii) of the ITA, as amended;
- (c) The Condominium for the purposes of facilitating the completion of the Condominium's voting, leasing and/or other relevant records and to the Condominium's property manager for the purposes of facilitating the issuance of notices, the collection of common expenses and/or implementing other condominium management/administration functions;
- (d) any companies or legal entities that are associated with, related to or affiliated with the Vendor, other future condominium declarants that are likewise associated with, related to or affiliated with the Vendor (or with the Vendor's parent/holding company) and are developing one or more other condominium projects or communities that may be of interest to the Purchaser or members of the Purchaser's family, for the limited purposes of marketing, advertising and/or selling various products and/or services to the Purchaser and/or members of the Purchaser's family;
- (e) any financial institution(s) providing (or wishing to provide) mortgage financing, banking and/or other financial or related services to the Purchaser and/or members of the Purchaser's family, with respect to the Unit, including without limitation, the Vendor's construction lender(s), the quantity surveyor monitoring the Project and its costs, the Vendor's designated construction lender(s), TWC, the HCRA, and/or any warranty bond provider and/or excess condominium deposit insurer, required in connection with the development and/or construction financing of the Condominium and/or the financing of the Purchaser's acquisition of the Property from the Vendor;
- (f) any insurance companies of the Vendor providing (or wishing to provide) insurance coverage with respect to the Property (or any portion thereof) and/or the common elements of the Condominium, and any title insurance companies providing (or wishing to provide) title insurance to the Purchaser or the Purchaser's mortgage lender(s) in connection with the completion of this transaction;
- (g) any trades/suppliers or sub-trades/suppliers, who have been retained by or on behalf of the Vendor (or who are otherwise dealing with the Vendor) to facilitate the completion and finishing of the Unit and the installation of any extras or upgrades ordered or requested by the Purchaser;
- (h) one or more providers of cable television, telephone, telecommunication, security alarm systems, hydro-electricity, chilled water/hot water, gas and/or other similar or related services to the Property (or any portion thereof) and/or the Condominium;
- (i) one or more third party data processing companies which handle or process marketing campaigns on behalf of the Vendor or other companies that are associated with, related to or affiliated with the Vendor, and who may send (by e-mail or other means) promotional literature/brochures about new condominiums and/or related services to the Purchaser and/or members of the Purchaser's family, unless the Purchaser gives the Vendor prior notice in writing not to disclose the Purchaser's personal information to said third party data processing companies;
- (j) the Vendor's solicitors, to facilitate the interim occupancy and/or final closing of this transaction, including the closing by electronic means via the Teraview Electronic Registration System, and which may (in turn) involve the disclosure of such personal information to an internet application service provider for distribution of documentation;
- (k) any person, where the Purchaser further consents to such disclosure or disclosures required by law.

Any questions or concerns of the Purchaser with respect to the collection, use or disclosure of his or her personal information may be delivered to the Vendor at the address set out in the Tarion Addendum, Attention: Privacy Officer.

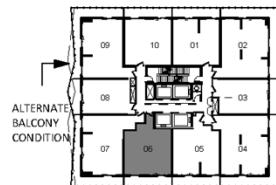
Schedule "A"



FLOORS 4-9



FLOOR 10



FLOORS 11-35

1ND
1 BEDROOM + DEN

SS

June 5, 2022

Purchaser Initials

Date

Suite No. 2306 Level 23 Legal Unit No. 06

ANY STATED AREAS IF SHOWN ARE APPROXIMATE ONLY AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES. ACTUAL USEABLE FLOOR SPACE MAY VARY FROM ANY STATED OR DEPICTED FLOOR AREA AND THE SUITE/UNIT SHALL BE MEASURED IN ACCORDANCE WITH THE PROVISIONS SET OUT IN THE DIRECTIVE – FLOOR AREA CALCULATIONS PUBLISHED BY THE HCRA. THE LAYOUT OF THE SUITE/UNIT MAY BE REVERSED DEPENDING ON THE LOCATION OF THE UNIT WITHIN THE PROJECT. ANY FURNITURE, IF ANY, DEPICTED IS FOR ILLUSTRATION PURPOSES ONLY AND DOES NOT NECESSARILY REFLECT THE FIXTURES, FINISHES, APPLIANCES AND/OR ELECTRICAL PLAN OF THE SUITE/UNIT AND IS NOT INCLUDED IN THE PURCHASE PRICE. CEILING HEIGHTS ARE SUBJECT TO BULKHEADS, EXPOSED DUCTS, DROPPED CEILINGS AND STRUCTURAL BEAMS, AS APPLICABLE, PURSUANT TO PLANS. THE VIEW FROM OR THROUGH THE WINDOWS TO THE EXTERIOR CLADDING OF THE BUILDING MAY BE PARTIALLY OBSTRUCTED BY MATERIALS AFFIXED TO THE EXTERIOR CLADDING OF THE BUILDING AS PART OF THE ARCHITECTURAL DESIGN ELEMENTS AND/OR INTERIOR STRUCTURAL COLUMNS THAT MAY BE REQUIRED PURSUANT TO THE RECOMMENDATION OF THE PROJECT'S ENGINEERS. THE SIZE, LOCATION AND/OR CONFIGURATION OF ANY WINDOWS AND GLASS SHOWN MAY BE CHANGED, VARIED OR MIRRORED. ANY AND ALL MATERIALS, MEASUREMENTS, DIMENSIONS AND/OR SPECIFICATIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE. ALL ILLUSTRATIONS ARE ARTIST'S CONCEPT ONLY. E. & O. E. MAY 1, 2022

SCHEDULE "B" TO THE AGREEMENT OF PURCHASE AND SALE
FEATURES AND FINISHES

Smart Living

- Technology features throughout suites and common area.
- Optional Smart features available such as: Smart thermostat, and Smart lighting.
- Parcel storage with smart phone notification.
- Access to building areas with keyless entry system.
- Allow verified visitors to enter building using a Virtual Key through SMS.
- Package delivery with notification of arrival to smart phone.
- Digital keypad entry allowing you to manage additional access codes for family, friends, dog walkers, cleaners, etc.
- Face recognition entry system, in case you forget your keys or phone.
- Smartphone Video Calling: allows you to see and speak to guests at entrance of building.

Suite Finishes

- 9' ceilings in main living areas (excluding bulkheads and where drop ceilings required).
- Panelled hollow-core wood interior doors, with trim and baseboards.
- Ceramic tile in bathrooms and laundry.
- Laminate flooring in entry, hallways, bedrooms, kitchen, living/dining, except for tiled areas.
- Glass door to balcony as per plan.
- Interior walls, doors and trim painted with a low VOC latex paint.
- In-suite laundry with Energy Star-rated white stacked front-loading washer and dryer.
- Textured ceilings throughout, excluding laundry, bathrooms, and kitchen area which are to receive smooth ceilings.

Kitchens

- Kitchen cabinetry featuring cabinet-uppers.
- Quartz countertop with undermount stainless steel sink and a single lever faucet.
- Stainless steel appliance package inclusive of dishwasher, refrigerator, electric self-cleaning range and over the range microwave with built-in hood fan.

Bathrooms

- Bathroom cabinetry as per vendor sample.
- Quartz countertop with undermount single bowl sink and a single lever faucet.
- Acrylic soaker tub or acrylic shower base enclosure with framed glass door as per plan.
- Tub or shower with ceramic tile surround.
- Chrome faucets with tub/shower trim.
- White plumbing fixtures in all bathrooms, including sinks, toilet, and bathtubs.
- Exhaust fan in each bathroom, vented to exterior.
- Vanity mirror accompanied by lighting above.
- Chrome towel bar and toilet paper holder in bathrooms.

Electrical Features

- Individual service panels with circuit breakers in all suites.
- Fibre Optic wiring to suite and throughout building.
- White Decora light switches and receptacles throughout.
- Ceiling light fixtures in dining area, den and bedrooms as per plan.
- Smoke and carbon monoxide detectors as per code.
- Fully equipped sprinkler system throughout.

Homeowner Warranty

- Tarion Warranty Corporation New Home Warranty protection.
- Manufacturer's warranty on appliances.

Please Note

1. Natural products (i.e., granite, stone, wood and marble) subject to natural variations in colour and grain. Ceramic and porcelain tile and broadloom are subject to pattern, shade and colour variations. Colour, grain, texture, and appearance, etc. of features and finishes installed in the Unit may vary from Vendor's samples as a result of normal manufacturing and installation processes. Sizes and specifications subject to change without notice.
2. If the Unit is at a stage of construction which will enable the Vendor to permit the Purchaser to make colour and material choices from the Vendor's standard selections, then the Purchaser shall have until the Vendor's date designated by the Vendor (of which the Purchaser shall be given at least ten (10) days prior notice) to properly complete the Vendor's colour and material selection form. If the Purchaser fails to do so within such time period, the Vendor may irrevocably exercise all of the Purchaser's rights to colour and material selections hereunder and such selections shall be binding upon the Purchaser. No changes whatsoever shall be permitted in colours or materials so selected by the Vendor, except that the Vendor shall have the right to substitute other materials and items for those provided in this Schedule provided that such materials and items are of quality equal to or better than the materials and items set out herein.
3. The Purchaser acknowledges that there shall be no reduction in the price or credit given for any standard feature listed herein which is omitted at the Purchaser's request.
4. References to model types or model numbers, if any, refer to current manufacturer's models. If these types or models change, the Vendor shall provide an equivalent model.
5. All dimensions, if any, are approximate. Actual useable floor space may vary from the stated floor area, if so stated.
6. All features, finishes, specifications, and materials are subject to change without notice.
7. Specific finishes will depend on vendor's standard décor package as selected.
8. Pursuant to this Agreement or this Schedule or pursuant to a supplementary agreement or purchase order the Purchaser may have requested the Vendor to construct an additional feature within the Unit which is in the nature of an optional extra (such as, by way of example only, a fireplace). If, as a result of building, construction or site conditions within the Unit or the Building, the Vendor is not able to construct such extra, then the Vendor may, by written notice to the Purchaser, terminate the Vendor's obligation to construct the extra. In such event, the Vendor shall refund to the Purchaser the monies, if any, paid by the Purchaser to the Vendor in respect of such extra, without interest and in all other respects this Agreement shall continue in full force and effect.
9. Flooring and specific features will depend on the Vendor's package as selected.
10. The Vendor shall have the right to substitute other products and materials for those listed in this Schedule, represented to the Purchaser or provided for in the plans and specifications provided that the substituted products and materials are of a quality equal to or better than the products and materials so listed or so provided. The determination of whether or not substituted materials and products are of equal or better quality shall be made by the Vendor's architect, whose determination shall be final and binding.
11. The Purchaser acknowledges that various decorative items including light fixtures, window coverings, wall coverings and other decorative and upgraded items shown in the sales office and/or model suite are not included in the purchase price.
12. The Purchaser acknowledges that any furniture layout shown on any brochure, plans, renderings, advertising, or schedules are artist's concept and are not included in the purchase price.
13. Purchaser acknowledges and accepts that ceilings and walls maybe modified to accommodate boxed in areas for mechanical or other building systems, as per construction requirements.
14. The description of the any smart home type features, products and services, including, without limitation the mobile application to integrate property management, community messaging, amenity booking, thermostat control, and garage door entry and any clean air systems/services, are based on the information provided to the Vendor by the service provider as of the date of the Disclosure Statement provided to the Purchaser with this Agreement. Such features, products, and services are subject to change in the sole and absolute discretion of the service providers, including Rogers Communications Inc. and/or CleanAire.ai Corp. depending on the features, products and services ultimately integrated with the Rogers Smart Community program and/or CleanAire.ai Corp. at the time of installation. The Purchaser agrees to the aforementioned potential changes to the Rogers Smart Community features, products and services from those described and/or described or depicted in any marketing materials, and acknowledges that the Vendor makes no representations or warranties relating to the products, features and/or availability of such services by Rogers Communications Inc. Furthermore, the Purchaser acknowledges and agrees that in the case of the products and services to be provided by CleanAire.ai Corp., including the smart air filter systems contemplated, that such products and services are, as of the date of the Disclosure Statement delivered to the Purchaser with this Agreement, still subject to final review and confirmation with the provider and the Vendor reserves the right to not proceed with the provision or inclusion of such products or services within the Condominium and the suites and in the event this occurs the Purchaser accepts the same and acknowledges and agrees that there shall be no credit or abatement in the Purchase Price as a result of the foregoing.

E. & O.E.

SCHEDULE "C" TO AGREEMENT OF PURCHASE AND SALE

TERMS OF OCCUPANCY LICENCE

- C.1 The transfer of title to the Unit shall take place on the Title Transfer Date upon which date, unless otherwise expressly provided for hereunder, the term of this Occupancy Licence shall be terminated.
- C.2 The Purchaser shall pay or have paid to the Vendor, on or before the Occupancy Date, by certified cheque drawn on a Canadian chartered bank or bank draft or wire transfer the amount set forth in paragraph 1(b) of this Agreement without adjustment. Upon payment of such amount on the Occupancy Date, the Vendor grants to the Purchaser a licence to occupy the Unit from the Occupancy Date.
- C.3 The Purchaser shall pay to the Vendor the Occupancy Fee calculated as follows:
- the amount of interest payable in respect of the unpaid balance of the Purchase Price at the prescribed rate;
 - an amount reasonably estimated by the Vendor on a monthly basis for municipal realty taxes attributable by the Vendor to the Unit; and
 - the projected monthly common expense contribution for the Unit;
- as an occupancy charge on the first day of each month in advance during Interim Occupancy, no part of which shall be credited as payments on account of the Purchase Price, but which payments shall be a charge for occupancy only. If the Occupancy Date is not the first day of the month, the Purchaser shall pay on the Occupancy Date a pro rata amount for the balance of the month by certified funds. The Purchaser shall deliver to the Vendor on or before the Occupancy Date a series of post-dated cheques as required by the Vendor for payment of the estimated monthly Occupancy Fee. The Occupancy Fee may be recalculated by the Vendor, from time to time based on revised estimates of the items which may be lawfully taken into account in the calculation thereof and the Purchaser shall pay to the Vendor such revised Occupancy Fee following notice from the Vendor. With respect to taxes, the Purchaser agrees that the amount estimated by the Vendor on account of municipal realty taxes attributed to the Unit shall be subject to recalculation based upon the real property tax assessment or reassessment of the Units and/or Condominium, issued by the municipality after the Title Transfer Date and the municipal tax mill rate in effect as at the date such assessment or reassessment is issued. The Occupancy Fee shall thereupon be recalculated by the Vendor and any amount owing by one party to the other shall be paid upon demand.
- C.4 The Purchaser shall be allowed to remain in occupancy of the Unit during Interim Occupancy provided the terms of this Occupancy Licence and the Agreement have been observed and performed by the Purchaser. In the event the Purchaser breaches the terms of occupancy the Vendor in its sole discretion and without limitation of any other rights or remedies provided for in this Agreement or at law may terminate this Agreement and revoke the Occupancy Licence whereupon the Purchaser shall be deemed a trespasser and shall give up vacant possession forthwith. The Vendor may take whatever steps it deems necessary to obtain vacant possession and the Purchaser shall reimburse the Vendor for all costs it may incur.
- C.5 At or prior to the time that the Purchaser takes possession of the Unit, the Purchaser shall execute and deliver to the Vendor any documents, directions, acknowledgments, assumption agreements or any and all other documents required by the Vendor pursuant to this Agreement, in the same manner as if the closing of the transaction was taking place at that time.
- C.6 The Purchaser shall pay the monthly Occupancy Fee during Interim Occupancy and the Vendor shall destroy all unused post-dated Occupancy Fee cheques on or shortly after the Title Transfer Date.
- C.7 The Purchaser agrees to maintain the Unit in a clean and sanitary condition and not to make any alterations, improvements or additions thereto without the prior written approval of the Vendor which may be unreasonably withheld. The Purchaser shall be responsible for all utility, telephone expenses, cable television service, or other charges and expenses billed directly to the occupant of the Unit by the supplier of such services and not the responsibility of the Corporation under the Condominium Documents.
- C.8 The Purchaser's occupancy of the Unit shall be governed by the provisions of the Condominium Documents and the provisions of this Agreement. The Unit may only be occupied and used in accordance with the Condominium Documents and for no other purpose.
- C.9 The Vendor covenants to proceed with all due diligence and dispatch to register the Creating Documents. If the Vendor for any reason whatsoever is unable to register the Creating Documents and therefore is unable to deliver a registrable Transfer/Deed to the Purchaser within twenty-four (24) months after the Occupancy Date, the Purchaser or Vendor shall have the right after such twenty-four (24) month period to give sixty (60) days written notice to the other, of an intention to terminate the Occupancy Licence and this Agreement. If the Vendor and Purchaser consent to termination, the Purchaser shall give up vacant possession and pay the Occupancy Fee to such date, after which this Agreement and Occupancy Licence shall be terminated and all moneys paid to the Vendor on account of the Purchase Price shall be returned to the Purchaser together with interest required by the Act, subject however, to any repair and redecorating expenses of the Vendor necessary to restore the Unit to its original state of occupancy, reasonable wear and tear excepted. The Purchaser and Vendor each agree to provide a release of this Agreement in the Vendor's standard form. If the Vendor and Purchaser do not consent to termination, the provisions of subsection 79(3) of the Act may be invoked by the Vendor.
- C.10 The Vendor and the Purchaser covenant and agree, notwithstanding the taking of possession, that all terms hereunder continue to be binding upon them and that the Vendor may enforce the provisions of the Occupancy Licence separate and apart from the purchase and sale provisions of this Agreement.
- C.11 The Purchaser acknowledges that the Vendor holds a fire insurance policy on the Condominium including all aspects of a standard unit only and not on any improvements or betterments made by or on behalf of the Purchaser. It is the responsibility of the Purchaser, after the Occupancy Date to insure the improvements or betterments to the Unit and to replace and/or repair same if they are removed, injured or destroyed. The Vendor is not liable for the Purchaser's loss occasioned by fire, theft or other casualty, unless caused by the Vendor's willful conduct.
- C.12 The Purchaser agrees to indemnify the Vendor for all losses, costs and expenses incurred as a result of the Purchaser's neglect, damage or use of the Unit or the Condominium, or by reason of injury to any person or property in or upon the Unit or the Condominium resulting from the negligence of the Purchaser, members of his immediate family, servants, agents, invitees, tenants, contractors and licensees. The Purchaser agrees that should the Vendor elect to repair or redecorate all or any part of the Unit or the Condominium as a result of the Purchaser's neglect, damage or use of the Unit or Condominium, he will immediately reimburse the Vendor for the cost of doing same, the determination of need for such repairs or redecoration shall be at the discretion of the Vendor, and such costs may be added to the Purchase Price.
- C.13 In accordance with subsections 80(6)(d) and (e) of the Act, subject to strict compliance by the Purchaser with the requirements of occupancy set forth in this Agreement, the Purchaser shall not have the right to assign, sublet or in any other manner dispose of the Occupancy Licence during Interim Occupancy without the prior written consent of the Vendor which consent may be arbitrarily withheld. The Purchaser acknowledges that an administrative fee will be payable to the Vendor each time the Purchaser wishes to assign, sublet or dispose of the Occupancy License during Interim Occupancy.
- C.14 The Purchaser shall be responsible for all damage to the Property, the Unit, and to the common elements, caused by the Purchaser (or by any member of the Purchaser's family residing within the Unit), or by any agents, servants, workmen, invitees and/or licensees of the Purchaser. The Purchaser shall reimburse the Vendor for the cost of repairs in respect of any such damage, and shall indemnify and save the Vendor harmless from and against all costs, damages, and liabilities suffered or incurred by the Vendor in having to restore the Property and the Unit (including any impacted common elements) to the condition existing before the possession of the Property was granted to the Purchaser.
- C.15 The provisions set forth in this Agreement, unless otherwise expressly modified by the terms of the Occupancy Licence, shall be deemed to form an integral part of the Occupancy Licence. In the event the Vendor elects to terminate the Occupancy Licence pursuant to this Agreement following substantial damage to the Unit and/or the Condominium, the Occupancy Licence shall terminate forthwith upon notice from the Vendor to the Purchaser. If the Unit and/or the Condominium can be repaired within a reasonable time following damages as determined by the Vendor (but not, in any event, to exceed one hundred and eighty (180) days) and the Unit is, during such period of repairs uninhabitable, the Vendor shall proceed to carry out the necessary repairs to the Unit and/or the Condominium with all due dispatch and the Occupancy Fee shall abate during the period when the Unit remains uninhabitable; otherwise, the Purchaser shall vacate the Unit and deliver up vacant possession to the Vendor and all moneys (excluding the Occupancy Fee paid to the Vendor) shall be returned to the Purchaser. It is understood and agreed that the proceeds of all insurance policies held by the Vendor are for the benefit of the Vendor alone.

SCHEDULE "D" TO AGREEMENT OF PURCHASE AND SALE

WARNING PROVISIONS

NOTE: For the purposes of this Schedule, capitalized terms not specifically defined herein shall have the meanings attributed to them in the Disclosure Statement.

- D.1 The Purchaser acknowledges that it is anticipated by the Vendor that in connection with the Vendor's application to the appropriate governmental authorities for draft plan of condominium approval certain requirements may be imposed upon the Vendor by various governmental authorities. These requirements (the "**Requirements**") usually relate to warning provisions to be given to Purchasers in connection with environmental or other concerns (such as warnings relating to noise levels, the proximity of the buildings to major streets and similar matters). Accordingly, the Purchaser covenants and agrees that (1) on either the Occupancy Date or the Title Transfer Date, as defined in the Agreement of Purchase and Sale, as determined by the Vendor, the Purchaser shall execute any and all documents required by the Vendor acknowledging, inter alia, that the Purchaser is aware of the Requirements, and (2) if the Vendor is required to incorporate the Requirements into the final condominium documents the Purchaser shall accept the same, without in any way affecting this transaction.
- D.2 The Purchaser acknowledges and agrees that one or more of the development agreements with the City may require the Condominium to provide the Purchaser with certain notices, including without limitation, notices regarding such matters as land use, the maintenance of retaining walls, abatement features, garbage storage and pick-up, school transportation, and noise/vibration levels from adjacent roadways and/or nearby public transit operations, and/or street festivals that are currently hosted in the vicinity of the Building. Purchasers hereby agree to be bound by the contents of any such notice(s), whether given to the Purchasers at the time that this Agreement has been entered into, or at any time thereafter up to the Occupancy Date, and the Purchasers further covenant and agree to execute, forthwith upon the Condominium's request, an express acknowledgment confirming the Purchaser's receipt of such notice(s) in accordance with (and in full compliance of) such provisions of the Development Agreement(s), if and when required to do so by the Condominium.
- D.3 The Purchaser is hereby advised that the Vendor's builder's risk and/or comprehensive liability insurance (effective prior to the registration of the Condominium), and the Condominium's master insurance policy (effective from and after the registration of the Condominium) will only cover the common elements and the standard unit and will not cover any betterments or improvements made to the standard unit, nor any furnishings or personal belongings of the Purchaser or other residents of the Unit, and accordingly the Purchaser should arrange for his or her own insurance coverage with respect to same, effective from and after the Occupancy Date, all at the Purchaser's sole cost and expense and in accordance with the Occupancy License appended to and forming part of the Agreement of Purchase and Sale.
- D.4 The Condominium may be subject to various easements in the nature of a right of way in favour of adjoining and/or neighbouring land owners for utilities, construction and to permit ingress and egress to those properties, as well as easements relating to tie backs, tie rods, crane swing and hoarding.
- D.5 Each Residential Unit has conduit(s) for the provision of telephone and television service. These telephone and television services are to be paid for directly by the owner. Notwithstanding the foregoing, it is anticipated that internet services, as well as smart community services via the 1Valet app, will be provided to the Condominium on a bulk basis as part of the common expenses of the Condominium and each owner of a Residential Unit will therefore not have to contract independently with the supplier of telecommunication services for internet services.
- D.6 The Purchaser hereby acknowledges that noise levels caused by the Condominium's mechanical equipment, the loading and unloading of vehicles in the adjacent freehold components of the buildings (the "**Freehold Component**") and the daily operation of businesses within the adjacent Freehold Component may occasionally cause noise and inconvenience to Unit occupants. Purchasers are advised that it is currently contemplated that the Freehold Component will consist of commercial/retail space located primarily within the first level of the buildings and the owner(s) of the Freehold Component will enter into one or more shared facilities agreement with the Condominium relating to the operation, cost, maintenance, repair, replacement, and insurance of those facilities and services that are shared between the Condominium and the Freehold Component.
- D.7 The Purchaser acknowledges and agrees that despite the inclusion of noise control features in this development area and within the Residential Units, noise levels from increasing road traffic on The Gore Road and Queen Street, commercial operations in the buildings as well as in the vicinity of the buildings, as well as public transit traffic and pedestrian uses along the public walkways, may continue to be of concern, occasionally interfering with some activities of the dwelling occupant as the noise level exceeds the City's and the Ministry of Environment, Conservation and Parks ("**MOECP**") noise criteria. Air conditioning has been installed to achieve adequate interior sound levels. All dwelling units will be equipped with seasonal central air conditioning.
- D.8 The Purchaser is advised and acknowledges that:
- (a) noise levels caused by the Condominium's emergency generator, bank of elevators, stair doors, vents, shafts, garbage chutes, mechanical equipment, move-in bays and ancillary moving facilities and areas, and by the Condominium's indoor recreation facilities, may occasionally cause noise and inconvenience to the residential occupants;
 - (b) noise levels caused by the Condominium's mechanical equipment, the loading and unloading of vehicles and the daily operation of businesses within the vicinity may occasionally cause noise and inconvenience to Unit occupants;
 - (c) as and when the Condominium is still under construction and when other residential units in the Condominium are being completed and/or moved into, excessive levels of noise, vibration, dust and/or debris are possible, and same may accordingly temporarily cause noise and inconvenience to the residential occupants; and
 - (d) certain businesses which are permitted in the Freehold Component including, but not limited to, restaurants, may produce noise and/or odours that may cause inconvenience to the residential occupants.
- D.9 The Purchaser is advised and acknowledges the Vendor reserves the right to increase or decrease the final number of Residential Units, Parking Units, Storage Units, bicycle storage spaces, and/or other ancillary units intended to be created within the Condominium, as well as the right to alter the design, style, size and/or configuration of the Residential Units ultimately comprised within the Condominium which have not yet been sold by the Vendor to any unit purchaser(s), all in the Vendor's sole and absolute discretion, and the Purchaser expressly acknowledges and agrees to the foregoing, provided that the final budget for the first year following registration of the Condominium is prepared in such a manner so that any such variance in the Residential Units, Parking Units, Storage Units, bicycle storage spaces, and/or other ancillary unit count will not affect, in any material or substantial way, the percentages of common expenses and common interests allocated and attributable to the Residential Units and/or Parking Units and/or Storage Unit sold by the Vendor to the Purchaser. Without limiting the generality of the foregoing, Purchasers further acknowledge and agree that one or more Residential Units situated adjacent to one another may be combined or amalgamated prior to the registration of the Condominium, in which case the common expenses and common interests attributable to such proposed former units will be incorporated into one figure or percentage in respect of the final combined Unit, and the overall Residential Unit count of the Condominium will be varied and adjusted accordingly. None of the foregoing changes or revisions (if implemented) shall in any way be considered or construed as a material change to the disclosure statement prepared and delivered by the Vendor to the Purchasers.
- D.10 The Purchaser hereby acknowledges and agrees that the Vendor cannot guarantee (and will not be responsible for) the arrangement of a suitable move-in time for purposes of accommodating the Purchaser's occupancy of the residential unit on the Occupancy Date, (or any acceleration or extension thereof as hereinbefore provided), and that the Purchaser shall be solely responsible for directly contacting the Vendor's customer service office or property management office in order to make suitable booking arrangements with respect to the Condominium's service elevator, if applicable (with such booking being allotted on a "first come, first served" basis), and under no circumstances shall the Purchaser be entitled to any claim, refund, credit, reduction/abatement or set-off whatsoever against any portion of the Purchase Price, or against any portion of the common expenses or other adjustments with respect thereto (nor with respect to any portion of the monthly occupancy fees so paid or payable, if applicable) as a result of the service elevator not being available to accommodate the Purchaser moving into the Condominium on (or within any period of time after) or the Occupancy Date (or any acceleration or extension thereof, as aforesaid).
- D.11 The Purchaser is advised and acknowledges that typical noise associated with the use of the amenity spaces and mechanical facilities may occasionally interfere with some activities within the Unit. Purchasers acknowledge that they have reviewed the draft condominium plan provided to them within the Disclosure Statement and, in consideration of both their location on a particular level and their location beneath or above certain amenities and mechanical facilities, are satisfied with respect to their proximity to the proposed amenities and mechanical facilities located on their respective level.

D.12 The Purchaser is advised and acknowledges that it is currently contemplated that the snow removal for the site will not be completed by the City of Brampton. The Purchaser acknowledges that the property will be subject to an agreement addressing snow removal and the cost of same will be included in the common expense fees.

D.13 The Purchaser is advised and acknowledges that their individual Parking Unit and/or Storage Unit (if purchased) may contain structural obstructions such as a wall(s), column(s), drains, pipes and ducts within the boundaries of such Parking Unit and/or Storage Unit.

D.14 The Purchaser acknowledges and agrees that the Vendor (and any of its authorized agents, representatives and/or contractors), as well as one or more authorized representatives of the Condominium, shall be permitted to enter the Unit after the Title Transfer Date, from time to time, in order to enable the Vendor to correct outstanding deficiencies or incomplete work for which the Vendor is responsible, and to enable the Condominium to inspect the condition or state of repair of the Unit and undertake or complete any requisite repairs thereto (which the owner of the Unit has failed to do) in accordance with the Act.

D.15 The Purchaser acknowledges and agrees that the Vendor reserves the right to add or relocate certain mechanical equipment within the Unit, including, but not limited to, a fan coil or heat pump system and ancillary equipment, to be located and placed along either the interior of an outside wall or an interior demising wall, in accordance with engineering and/or architectural requirements.

D.16 The Purchaser is advised and acknowledges that the Vendor shall have the right to substitute any level in the Condominium with an alternative floor plate containing a modified design of units and/or number of units on the level. In the event that such modification becomes necessary, there shall be a reallocation of each purchaser's proportionate percentage and the Budget shall be modified accordingly and the units and level numbers shall be re-numbered accordingly. The Purchaser acknowledges that none of the foregoing changes or revisions (if implemented) shall in any way be considered or construed as a material change to the disclosure statement prepared and delivered by the Vendor to the Purchaser in connection with this transaction.

D.17 The Purchaser is advised and acknowledges that the Vendor's marketing material including, but not limited to, sales office displays, building models, suite vignettes, building renderings, floor plans and site drawings and renderings ("Marketing Material") which they may have reviewed prior to the execution of this Agreement remains conceptual and that final building plans are subject to the final review and approval of any applicable governmental authority and the Vendor's design consultants and engineers, and accordingly such Marketing Material does not form part of this Agreement or the Vendor's obligations hereunder.

D.18 The Purchaser acknowledges that the Vendor has made no representation regarding the site lines and view from the Unit, and without limiting the generality of the foregoing, the Purchaser shall not rely on any scale models, view photography, renderings, or other marketing materials. In addition, purchasers are advised that other adjoining and neighbouring landowners may develop or redevelop their properties which may impact on the site lines and views from the Unit.

D.20 The Purchaser is advised and acknowledges that elevator wait times may vary according to various factors, including without limitation, elevator usage by visitors to the Condominium, increased elevator usage at certain times of the day, the performance of maintenance and repairs to elevators and the reservation of elevators for the transportation of any goods or home furnishings. The Purchaser acknowledges that it shall have absolutely no claim or cause of action against the Vendor, including without limitation, a claim for a refund, credit, reduction/abatement or set-off whatsoever against any portion of the Purchase Price of the Unit, or against any portion of the monthly Occupancy Fees so paid or payable as a result of any elevator wait time delays.

D.21 Purchasers are advised that noise levels caused by the Condominium's cooling tower, emergency generator, bank of elevators, garbage chutes, overhead electric garage doors, mechanical equipment, loading area, moving room and/or recreation facilities may cause noise and inconvenience to the residential occupants.

D.22 Purchaser acknowledges having been advised that the Vendor may, in its sole and absolute discretion, provide an Art Object and the Vendor may, in its sole and absolute discretion, transfer the Art Object to the Condominium or convey the Art Object to a governmental authority including the City or a charitable body. In either event, if the Vendor provides an Art Object, the Condominium will be obligated to maintain the Art Object. Any Art Object portrayed on the brochures, drawings, plans, advertisements, sales office displays or other marketing materials is conceptual only and remains subject to review and approval by the City of Brampton and applicable governmental authorities and/or agencies thereof, and may ultimately be replaced with a different Art Object or no Art Object if the requisite governmental approvals are not obtained.

D.23 The Purchaser acknowledges and agrees that the views from the Condominium (including those views that exist after completion and construction of the Condominium and those views shown on any site plan, marketing materials, signs, artists renderings or scale model) may be blocked, altered or obscured due to development and construction activities within the Municipality and/or nearby or surrounding lands.

D.24 The Condominium may contain signage on those portions of the exterior façade of the Condominium that are in the vicinity of the freehold commercial/retail component, which signs may contain lights or may be lit up by some form of lighting system. Purchasers are hereby advised that such signage lighting features or systems, if installed, may result in light and/or noise entering the units and/or balconies, terraces, or other common areas of the Condominium, and may interfere with the activities and enjoyment of the Units and/or balconies, terraces, or other common areas of the Condominium by the occupants.

D.25 Recycling of refuse may be required by the Municipality and residents will be required to sort refuse in accordance with the recycling requirements of the Municipality.

D.26 The Purchaser is advised that the balconies and/or terraces appurtenant to the residential units may be occupied and/or utilized, from time to time, by the Vendor, the Condominium Corporation, and/or the Condominium Corporation's property manager for the purpose of inspecting, repairing, replacing, and/or cleaning of any windows, window systems and/or the façade of the Condominium. The Purchaser shall not object and/or restrict, hinder or delay such access, occupation, and use of the balconies and/or terraces.

D.27 The Purchaser is advised that the Vendor may (in its sole discretion, due to site conditions or constraints, or for marketing considerations, or for any other legitimate reason, including without limitation any request or requirement of any of the governmental authorities or any request or requirement of the Vendor's architect or other design consultants) change, vary or modify the plans and specifications pertaining to the Residential Units, Parking Units, Storage Units, ancillary units, common areas, and/or the Condominium in general (including architectural, structural, engineering, landscaping, grading, mechanical, site servicing and/or other plans and specifications, and the total number of units, levels or floors within the Condominium) from the plans and specifications existing at the inception of the project, or existing at the time that the Purchaser has entered into his or her Agreement of Purchase and Sale, and the Purchaser is deemed to have absolutely no claim or cause of action whatsoever against the Vendor or its sales representatives (whether based or founded in contract, tort or in equity) for any such changes, deletions, alterations or modifications, nor shall Purchasers be entitled to any abatement or reduction in the purchase price whatsoever as a consequence thereof. Purchasers are advised to review the Agreement of Purchase and Sale for further provisions relating to the foregoing.

D.28 Purchasers are advised that despite the inclusion of noise control features in this development area and within the dwelling units, noise due to increasing road traffic will continue to be of concern, occasionally interfering with the activities of the occupants as the sound levels may exceed the noise criteria of the municipality and the Ministry of Environment. I, the purchaser hereby, agree to place this clause in all subsequent offers of purchase and sale when I sell this property.

D.29 Purchasers are advised that the dwelling has been or will be fitted with a central air conditioning system which will enable occupants to keep windows closed if road traffic noise interferes with their indoor activities.

D.30 Purchasers are advised that the dwelling unit is in proximity to commercial and employment/industrial lands whose activities may be audible at times.

D.31 Purchasers and/or tenants are advised that Block 140 will be developed for employment/office uses.

D.32 Purchasers and/or tenants are advised that Block 141 will be developed for a park (Fogal park).

D.33 Purchasers and/or tenants are advised that Blocks 142 and 146-151 will be developed for Natural Heritage System (NHS).

D.34 Purchasers and/or tenants are advised that Block 143 will be developed for a stormwater management pond (Fogal Pond).

D.35 Purchasers and/or tenants are advised that Block 145 will be developed for a NHS buffer.

D.36 Purchasers and/or tenants are advised that some dwelling units may be affected by noise from adjacent roads, and warning will apply to Purchasers and/or tenants.

For more information, please contact the Development Services Division of the City of Brampton at 905-874-2050.

D.37 Purchasers and/or tenants are advised that traffic flow may be regulated through traffic calming features and pedestrian crossings in order to improve safety and access. For more information, please contact the Development Services Division of the City of Brampton at 905-874-2050.

D.38 Purchasers and/or tenants are advised that park Block 141 (Fogal Park) will contain play equipment, pathways, and landscaping. Purchasers and/or tenants are advised that the residents close to this Block may be disturbed by noise. For more information, please contact the Development Services Division of the City of Brampton at 905-874-2050.

D.39 Purchasers and/or tenants are advised that Storm Water Management Block 143 shall be left in a naturalized state and will have minimal maintenance such as the periodic removal of paper and debris. For more information the Development Engineering Division of the Public Works Department can be contracted at 905-874-2050 or email planning.developemnt@brampton.ca

D.40 Purchasers and/or tenants are advised that the City reserves the right to introduce transit services and facilities such as bus stops, shelters, platforms, pads, benches, and other associated amenities on any City right-of-way as determined by Brampton Transit to provide effective service coverage. This includes the possibility of future transit routes within the internal collector/local road network to serve the residents of this community.

D.41 Purchasers and/or tenants are advised that access on Queen Street will be restricted only to right-in traffic movements from Queen Street.

D.42 Whereas, despite the best efforts of the Dufferin-Peel Catholic District School Board, sufficient accommodation may not be available for all anticipated students from the area, Purchasers and/or tenants are hereby notified that students may be accommodated in temporary facilities and/or bussed to a school outside of the neighbourhood, and further, that students may later be transferred to the neighbourhood school.

D.42 The Purchaser and/or tenant agrees that for the purposes of transportation to school, the residents of the subdivision shall agree that children will meet the bus on roads presently in existence or at another place designated by the Board.

D.43 Whereas despite the best efforts of the Peel District School Board, sufficient accommodation may not be available for all anticipated students in neighbourhood schools, Purchasers and/or tenants are hereby notified that some students may be accommodated in temporary facilities or bussed to schools outside of the area, according to the Board's Transportation Policy. You are advised to contact the School Accommodation Department of the Peel District School Board to determine exact schools.

D.44 The Purchaser and/or tenant agrees that for the purposes of transportation to school, the residents of the development shall agree that the children will meet the school bus on roads presently in existence or at another designated place convenient to the Board.

D.45 Purchasers are advised that despite the inclusion of noise control features in the development area and within the dwelling units, noise due to increasing road traffic will be of concern, occasionally interfering with the activities of the occupants as the sound levels may exceed the noise criteria of the municipality and the Ministry of the Environment. I, the Purchaser hereby agree to place this clause in all subsequent offers of purchase and sale when I sell the property.

D.46 Purchasers are advised that the dwelling unit has been or will be fitted with a central air conditioning system which will enable occupants to keep windows closed if road traffic interferes with their indoor activities.

SCHEDULE "E" TO AGREEMENT OF PURCHASE AND SALE

RECEIPT CONFIRMATION

THE UNDERSIGNED being the Purchaser of the Unit hereby acknowledges having received from the Vendor with respect to the purchase of the Unit the following document on the date noted below:

1. A Disclosure Statement issued on May 1, 2022, together with accompanying documents in accordance with Section 72 of the Act.
2. A copy of the Agreement of Purchase and Sale (to which this acknowledgment is attached as a Schedule) executed by the Vendor and the Purchaser.
3. A copy of Ontario's Residential Condominium Buyers' Guide, in accordance with the *Condominium Act, 1998*, last updated November 6, 2020 and posted on the Condominium Authority of Ontario's (CAO's) website. Purchasers are advised that the CAO's website will be updated periodically with the latest version of the Ontario's Residential Condominium Buyer's Guide (<https://www.condoauthorityontario.ca/resources/condo-buyers-guide/>).

The Purchaser hereby acknowledges that receipt of the Disclosure Statement and accompanying documents referred to in paragraph 1 above, as well as the Buyers Guide referred to in paragraph 3 above, may have been in an electronic format and that such delivery satisfies the Vendor's obligation to deliver a Disclosure Statement under the Act.

The Purchaser hereby acknowledges that receipt of the Disclosure Statement and accompanying documents referred to in paragraph 1 above may have been in an electronic format and that such delivery satisfies the Vendor's obligation to deliver a Disclosure Statement under the Act.

The Purchaser hereby acknowledges that the Condominium Documents required by the Act have not been registered by the Vendor, and agrees that the Vendor may, from time to time, make any modification to the Condominium Documents in accordance with its own requirements and the requirements of any mortgagee, governmental authority, examiner of Legal Surveys, the Land Registry Office or any other competent authority having jurisdiction to permit registration thereof.

The Purchaser further acknowledges and agrees that in the event there is a material change to the Disclosure Statement as defined in subsection 74(2) of the Act, the Purchaser's only remedy shall be as set forth in subsection 74(6) of the Act, notwithstanding any rule of law or equity to the contrary.

The Purchaser further acknowledges having been advised that the Purchaser shall be entitled to rescind or terminate the Agreement to which this Schedule is attached and obtain a refund of all deposit monies paid thereunder (together with all interest accrued thereon at the rate prescribed by the Act, if applicable), provided written notice of the Purchaser's desire to so rescind or terminate the Agreement is delivered to the Vendor or the Vendor's Solicitors within 10 days after the date set out below.

DATED this 5 day of June, 2022.

WITNESS:

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)
)

SUKHPAL SINGH SAINI

Purchaser: **SUKHPAL SINGH SAINI**

Purchaser:

Condominium Form
(Tentative Occupancy Date)

Property 15 Skyridge Drive

Statement of Critical Dates

Delayed Occupancy Warranty

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

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

VENDOR TACC HOLBORN (BLOCK 139) INC.

Full Name(s)

PURCHASER SUKHPAL SINGH SAINI

Full Name(s)

1. Critical Dates

The **First Tentative Occupancy Date**, which is the date that the Vendor anticipates the home will be completed and ready to move in, is:

the 10 th day of September ,
2025

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

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

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

or

the day of , 20 .
Final Tentative Occupancy Date
the day of , 20 .
Firm Occupancy Date

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

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

The **Outside Occupancy Date**, which is the latest date by which the Vendor agrees to provide Occupancy, is:

the 31 st day of December , 2030

2. Notice Period for an Occupancy Delay

Changing an Occupancy date requires proper written notice. The Vendor, without the Purchaser's consent, may delay Occupancy one or more times in accordance with section 1 of the Addendum and no later than the Outside Occupancy Date. Notice of a delay beyond the First Tentative Occupancy Date must be given no later than:

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

the 12 th day of June , 2025

3. Purchaser's Termination Period

If the home is not complete by the Outside Occupancy Date, then the Purchaser can terminate the transaction during a period of **30 days** thereafter (the "**Purchaser's Termination Period**"), which period, unless extended by mutual agreement, will end on:

the 30 th day of January , 2031 .

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

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

Acknowledged this 5 day of June , 2022

VENDOR: _____

Giuseppe Maio

TACC HOLBORN (BLOCK 139) INC.

PURCHASER: _____

SUKHPAL SINGH SAINI

SUKHPAL SINGH SAINI

Condominium Form
(Tentative Occupancy Date)

Addendum to Agreement of Purchase and Sale
Delayed Occupancy Warranty

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

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

The Vendor shall complete all blanks set out below.

VENDOR

TACC HOLBORN (BLOCK 139) INC.

Full Name(s)

60957

HCRA Licence Number

(905) 738-8640 ext 151

Phone

Fax

161 Trade Valley Drive

Address

Vaughan

Ontario

L4H 3N6

City

Province

Postal Code

vcerrito@hbng.ca

Email *

PURCHASER

SUKHPAL SINGH SAINI

Full Name(s)

49 ENFORD CRES

Address

(647) 967-5703

Phone

BRAMPTON

Ontario

L7A4C7

City

Province

Postal Code

sunnyashiin@gmail.com

Email *

PROPERTY DESCRIPTION

15 Skyridge Drive

Municipal Address

Brampton

City

ON

Province

Postal Code

Part of Block 139, Plan 43M-2092, City of Brampton

Short Legal Description

INFORMATION REGARDING THE PROPERTY

The Vendor confirms that:

- (a) The Vendor has obtained Formal Zoning Approval for the Building. Yes No
If no, the Vendor shall give written notice to the Purchaser within 10 days after the date that Formal Zoning Approval for the Building is obtained.
- (b) Commencement of Construction: has occurred; or is expected to occur by the 15th day of October, 2022.

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

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

Condominium Form
(Tentative Occupancy Date)

SETTING AND CHANGING CRITICAL DATES

1. Setting Tentative Occupancy Dates and the Firm Occupancy Date

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

2. Changing the Firm Occupancy Date – Three Ways

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

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

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

4. Changing Critical Dates – By Mutual Agreement

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

Condominium Form
(Tentative Occupancy Date)

(b) The Vendor and Purchaser may at any time, after signing the Purchase Agreement, mutually agree in writing to accelerate or extend any of the Critical Dates. Any amendment which accelerates or extends any of the Critical Dates must include the following provisions:

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

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

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

5. Extending Dates – Due to Unavoidable Delay

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

EARLY TERMINATION CONDITIONS

6. Early Termination Conditions

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

Condominium Form
(Tentative Occupancy Date)

- (c) The Vendor confirms that this Purchase Agreement is subject to Early Termination Conditions that, if not satisfied (or waived, if applicable), may result in the termination of the Purchase Agreement. Yes No
- (d) If the answer in (c) above is "Yes", then the Early Termination Conditions are as follows. The obligation of each of the Purchaser and Vendor to complete this purchase and sale transaction is subject to satisfaction (or waiver, if applicable) of the following conditions and any such conditions set out in an appendix headed "Early Termination Conditions":

Condition #1 (if applicable)

Description of the Early Termination Condition:

SEE APPENDIX

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

The date by which Condition #1 is to be satisfied is the _____ day of _____, 20 ____.

Condition #2 (if applicable)

Description of the Early Termination Condition:

SEE APPENDIX

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

The date by which Condition #2 is to be satisfied is the _____ day of _____, 20 ____.

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

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

- (e) There are no Early Termination Conditions applicable to this Purchase Agreement other than those identified in subparagraph (d) above and any appendix listing additional Early Termination Conditions.
- (f) The Vendor agrees to take all commercially reasonable steps within its power to satisfy the Early Termination Conditions identified in subparagraph (d) above.
- (g) For conditions under paragraph 1(a) of Schedule A the following applies:
- (i) conditions in paragraph 1(a) of Schedule A may not be waived by either party;
 - (ii) the Vendor shall provide written notice not later than five (5) Business Days after the date specified for satisfaction of a condition that: (A) the condition has been satisfied; or (B) the condition has not been satisfied (together with reasonable details and backup materials) and that as a result the Purchase Agreement is terminated; and
 - (iii) if notice is not provided as required by subparagraph (ii) above then the condition is deemed not satisfied and the Purchase Agreement is terminated.
- (h) For conditions under paragraph 1(b) of Schedule A the following applies:
- (i) conditions in paragraph 1(b) of Schedule A may be waived by the Vendor;
 - (ii) the Vendor shall provide written notice on or before the date specified for satisfaction of the condition that: (A) the condition has been satisfied or waived; or (B) the condition has not been satisfied nor waived, and that as a result the Purchase Agreement is terminated; and
 - (iii) if notice is not provided as required by subparagraph (ii) above then the condition is deemed satisfied or waived and the Purchase Agreement will continue to be binding on both parties.
- (i) The Purchase Agreement may be conditional until Closing (transfer to the Purchaser of title to the home), upon compliance with the subdivision control provisions (section 50) of the *Planning Act* and, if applicable, registration of the declaration and description for the Building under the *Condominium Act, 1998*, which compliance shall be obtained by the Vendor at its sole expense, on or before Closing.
- (j) The Purchaser is cautioned that there may be other conditions in the Purchase Agreement that allow the Vendor to terminate the Purchase Agreement due to the fault of the Purchaser.
- (k) The Purchase Agreement may include any condition that is for the sole benefit of the Purchaser and that is agreed to by the Vendor (e.g., the sale of an existing dwelling, Purchaser financing or a basement walkout). The Purchase Agreement may specify that the Purchaser has a right to terminate the Purchase Agreement if any such condition is not met, and may set out the terms on which termination by the Purchaser may be effected.

Condominium Form
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MAKING A COMPENSATION CLAIM

7. Delayed Occupancy Compensation

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

8. Adjustments to Purchase Price

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

MISCELLANEOUS

9. Ontario Building Code – Conditions of Occupancy

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

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(Tentative Occupancy Date)

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

10. Termination of the Purchase Agreement

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

11. Refund of Monies Paid on Termination

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

12. Definitions

- "Building"** means the condominium building or buildings contemplated by the Purchase Agreement, in which the Property is located or is proposed to be located.
- "Business Day"** means any day other than: Saturday; Sunday; New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any special holiday proclaimed by the Governor General or the Lieutenant Governor; and where New Year's Day, Canada Day or Remembrance Day falls on a Saturday or Sunday, the following Monday is

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not a Business Day, and where Christmas Day falls on a Saturday or Sunday, the following Monday and Tuesday are not Business Days; and where Christmas Day falls on a Friday, the following Monday is not a Business Day.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. Addendum Prevails

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

14. Time Periods, and How Notice Must Be Sent

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

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(Tentative Occupancy Date)

Business Days prior to the commencement of the postal stoppage or interruption must be re-sent by another means in order to be effective. For purposes of this section 14, Business Day includes Remembrance Day, if it falls on a day other than Saturday or Sunday, and Easter Monday.

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

15. Disputes Regarding Termination

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

For more information please visit www.tarion.com

Condominium Form
(Tentative Occupancy Date)

SCHEDULE A

Types of Permitted Early Termination Conditions

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

- (a) upon receipt of Approval from an Approving Authority for:
- (i) a change to the official plan, other governmental development plan or zoning by-law (including a minor variance);
 - (ii) a consent to creation of a lot(s) or part-lot(s);
 - (iii) a certificate of water potability or other measure relating to domestic water supply to the home;
 - (iv) a certificate of approval of septic system or other measure relating to waste disposal from the home;
 - (v) completion of hard services for the property or surrounding area (i.e., roads, rail crossings, water lines, sewage lines, other utilities);
 - (vi) allocation of domestic water or storm or sanitary sewage capacity;
 - (vii) easements or similar rights serving the property or surrounding area;
 - (viii) site plan agreements, density agreements, shared facilities agreements or other development agreements with Approving Authorities or nearby landowners, and/or any development Approvals required from an Approving Authority; and/or
 - (ix) site plans, plans, elevations and/or specifications under architectural controls imposed by an Approving Authority.

The above-noted conditions are for the benefit of both the Vendor and the Purchaser and cannot be waived by either party.

(b) upon:

- (i) receipt by the Vendor of confirmation that sales of condominium dwelling units have exceeded a specified threshold by a specified date;
- (ii) receipt by the Vendor of confirmation that financing for the project on terms satisfactory to the Vendor has been arranged by a specified date;
- (iii) receipt of Approval from an Approving Authority for a basement walkout; and/or
- (iv) confirmation by the Vendor that it is satisfied the Purchaser has the financial resources to complete the transaction.

The above-noted conditions are for the benefit of the Vendor and may be waived by the Vendor in its sole discretion.

2. The following definitions apply in this Schedule:

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

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

3. Each condition must:

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

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

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

Condominium Form
(Tentative Occupancy Date)

SCHEDULE B

TO ADDENDUM
TO AGREEMENT OF PURCHASE AND SALE

Adjustments to Purchase Price or Balance Due on Closing

PART I Stipulated Amounts/Adjustments

These are additional charges, fees or other anticipated adjustments to the final purchase price or balance due on Closing, the dollar value of which is stipulated in the Purchase Agreement and set out below.

	DESCRIPTION	SECTION	AMOUNT
1.	Payment administration fee relating to the fulfillment of the requirements of Subsection 81(6) of the Act.	6(d)(vii)	\$75 plus HST per payment
2.	Fees payable to lender including obtaining (partial) discharges of mortgages	6(d)(ix)	\$300 plus HST
3.	Delivery of Status Certificate	6(d)(viii)	\$100 plus HST
4.	Wire and/or direct deposit administrative fee	6(d)(xiv)	\$150 plus HST per payment
5.	Certain amendments	6(e)	\$500 plus HST
6.	If applicable, photocopy of the Agreement or any other document	6(e)	\$150 plus HST
7.	Unaccepted cheque	6(i)	\$500 per cheque
8.	Purchaser requested change to the Agreement for which an amendment is required after the expiry of the statutory ten day cooling off period, or wish to terminate the transaction with the mutual agreement of the Vendor, and the Vendor consents to same	6(j)	\$350 plus HST
9.	Purchaser request to delay processing of deposit cheque or to replace deposit cheque previously issued or for additional copies of the Agreement or another document	6(k)	\$50 per cheque
10.	Fees and liquidated damages	26(b)	\$200 plus HST per day and \$500 plus HST per delay
11.	Legal fees relating to Notice of Default	26(b)	\$500 plus HST per notice

Condominium Form
(Tentative Occupancy Date)

PART II All other Adjustments – to be determined in accordance with the terms of the Purchase Agreement

These are additional charges, fees or other anticipated adjustments to the final purchase price or balance due on Closing which will be determined after signing the Purchase Agreement, all in accordance with the terms of the Purchase Agreement.

[Draft Note: List items with any necessary cross-reference to text in the Purchase Agreement]

	DESCRIPTION	SECTION
1.	Utility costs	6(a)(i)
2.	Occupancy Fees and other amounts	6(a)(i); 24(b); Schedule "C" to Purchase Agreement
3.	Realty taxes	6(b)(i)
4.	Common expense contributions	6(b)(ii)
5.	Any new taxes or increases to existing taxes	6(d)(i)
6.	Proportionate contribution towards development charges and education development charges or levies	6(d)(ii)
7.	Proportionate contribution towards any park levy, payments in lieu of park levies, and/or the cost of acquiring land to be conveyed for parkland dedication purposes, as well as any public art levy or similar contribution(s) or charges	6(d)(iii)
8.	Enrollment and/or regulatory fees in respect of the Unit	6(d)(iv)
9.	Utility meter, installation, service connections and energization charges	6(d)(v)
10.	Law Society of Ontario charge imposed on Vendor or its solicitors (amount not to exceed \$150)	6(d)(v)
11.	Proportionate contribution towards costs of engineering reports	6(d)(x)
12.	Three (3) months of common expenses for the Unit as a contribution towards the operation of the Corporation	6(d)(xi)
13.	Any transportation charges (such as GO Transit, Brampton Transit) or similar contributions or charges	6(d)(xii)
14.	Community improvement charges, charges pursuant to Section 37 of the <i>Planning Act</i> , or similar contributions or charges	6(d)(xiii)
15.	Amounts which remain unpaid and owing to the Vendor on account of upgrades and/or extras and/or changes ordered by the Purchaser	6(d) (xv)
16.	Any charges, fees, costs or other fees imposed by the City of Brampton or any other relevant governmental authority relating to or in connection with the issuance of any building permit, occupancy permits or other permit required for the occupancy of the Unit or any one of them	6(d) (xvi)
17.	Fee, plus HST, paid by the Vendor to Canada Post for the provision of mail delivery services to the Unit	6(d) (xvii)
18.	Proportionate contribution to costs of all waste and recycling containers	6(d) (xviii)
19.	Proportionate contribution to any increased costs as a result of (i) changes in the Ontario Building Code, Fire Code, Electrical Code or related regulations; or (ii) any written or unwritten condition of site plan approval, draft plan approval, urban design or architectural and/or engineering control, imposed by the City of Brampton or any other relevant governmental authority or department that increases the cost of development of the Property; and/or (ii) arise due to any unanticipated site condition related to the development of the Property	6(d) (xix)
20.	Proportionate contribution to any other charges, levies, costs or other amounts imposed on the Vendor pursuant to any development agreements, site plan agreement and or subdivision agreement	6(d) (xx)
21.	Any other additional or further adjustments agreed to in writing between the Vendor and Purchaser subsequent to the execution of this Agreement.	6(d)(xxi)
22.	Utility Supplier(s) deposit(s)	6(f)
23.	HST Rebate where Purchaser does not qualify for the Rebate	6(g)
24.	HST on adjustments	6(h)
25.	If applicable, Utility Supplier Deposits	6(i)
26.	Removing unauthorized title registrations	17
27.	Interest on default	26(b)

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

The Early Termination Conditions referred to in paragraph 2 (c) (ii) of the Tarion Addendum are as follows:

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

NONE

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

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

This Agreement is conditional upon the Vendor entering into binding Agreements of Purchase and Sale for the sale of **90%** of the dwelling units in the Condominium.

The date by which this Condition is to be satisfied is the 29th day of September, 2023.

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

This Agreement is conditional upon the Vendor obtaining financing for the construction of the project on terms satisfactory to it in its sole and absolute discretion.

The date by which this Condition is to be satisfied is the 29th day of September, 2023.

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

This Agreement is conditional upon the Vendor being satisfied, in its sole and absolute discretion, with the credit worthiness of the Purchaser. The Vendor shall have sixty (60) days from the date of acceptance of this Agreement by the Vendor to satisfy itself with respect to such credit worthiness. The Purchaser covenants and agrees to provide all requisite information and materials including proof respecting income and source of funds or evidence of a satisfactory mortgage approval signed by a lending institution or other mortgagee acceptable to the Vendor, confirming that the said lending institution or acceptable mortgagee will be advancing funds to the Purchaser sufficient to pay the balance due on the Title Transfer Date, as the Vendor may require to determine the Purchaser's credit worthiness.

The date by which this Condition is to be satisfied is the 60th day following the date of acceptance of this Agreement.

SCHEDULE "F"
WARRANTY INFORMATION FOR NEW CONDOMINIUM UNITS

APPENDED HERETO

Warranty Information for New Condominium Units



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

The Pre-Delivery Inspection (PDI)

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

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

Deposit Protection

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

Delayed Occupancy Coverage

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

Warranty Coverage

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

One-Year Warranty

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

Two-Year Warranty

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

Seven-Year Warranty

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

Continued...

Construction Performance Guidelines

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

Warranty Exclusions

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

The Common Elements Warranty

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

Important Next Steps

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

About Tarion

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

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



B R A M P T O N / V A U G H A N / T O R O N T O

INDEX TO DISCLOSURE STATEMENT

CITYPOINTE HEIGHTS

The following documentation is being provided by **TACC HOLBORN (BLOCK 139) INC.** (the “**Declarant**”) with respect to the proposed standard condominium to be known as “**CITYPOINTE HEIGHTS**” prepared in accordance with the *Condominium Act, 1998*, S.O. 1998, C.19, and the regulations thereunder as amended (the “**Act**”):

- 1) Disclosure statement (including table of contents) (the “**Disclosure Statement**”).
- 2) Budget statement for the one (1) year period immediately following the registration of the proposed declaration and description (the “**Budget**” or the “**Budget Statement**”).
- 3) The proposed declaration (the “**Declaration**”).
- 4) The proposed By-law No. 1.
- 5) The proposed By-law No. 2.
- 6) The proposed By-law No. 3.
- 7) The proposed By-law No. 4.
- 8) The proposed By-law No. 5.
- 9) The proposed rules (the “**Rules**”).
- 10) The proposed condominium management agreement (the “**Management Agreement**”).
- 11) The preliminary draft plan of condominium.
- 12) Condominium Buyers’ Guide.

The Disclosure Statement contains important information about the proposed condominium project as required by Section 72 of the Act. As the type and amount of disclosure required by the Act is objective, some purchasers may have special circumstances such that certain provisions contained in the documents have significant importance to them on an individual basis, but have not been summarized as not being significant to the average purchaser. Purchasers are therefore advised to read all of the documents enclosed (and not simply the disclosure statement itself) in their entirety and to review same with their legal and financial advisors.

DISCLOSURE STATEMENT

TABLE OF CONTENTS

(under subsection 72(4) of the *Condominium Act* 1998)

Declarant's name: TACC HOLBORN (BLOCK 139) INC.

Declarant's municipal address: 161 Trade Valley Drive, Woodbridge, Ontario, L4H 3N6

Brief legal description of the property/proposed property: Part of Block 139, Plan 43M-2092, City of Brampton, Province of Ontario.

Mailing address of the property/proposed property: c/o 161 Trade Valley Drive, Woodbridge , Ontario, L4H 3N6

Municipal address of the property/proposed property: The current municipal address of the property is: 15 Skyridge Drive, Brampton, Ontario.

Condominium Corporation: Peel Standard Condominium Corporation No. _____ (known as the "Corporation")

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

Purchasers should review all documentation.

In this Table of Contents,

"unit" or "units" include proposed unit or units;

"common elements" includes proposed common elements;

"common interest" includes a proposed common interest; and

"property" includes proposed property.

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

	MATTER		Specify the article, paragraph (and/or clause) and page number where the matter is dealt with in the existing or proposed Declaration, By-laws, Rules or other material in the Disclosure Statement
1.	The Corporation is a freehold condominium corporation that is a standard condominium corporation.	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>	Refer to: Disclosure Statement: Article II on page 1 Declaration: Section 1.3 on page 3
2.	The property or part of the property is or may be subject to the <i>Ontario New Home Warranties Plan Act</i> .	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>	Refer to: Disclosure Statement: Article VI on page 8
3.	The common elements and the (residential) units are enrolled or are intended to be enrolled in the Plan within the meaning of the <i>Ontario New Home Warranties Plan Act</i> in accordance with the regulations made under that Act. Note: Enrollment does not necessarily mean that claimants are entitled to warranty coverage. Entitlement to warranty coverage must be established under the <i>Ontario New Home Warranties Plan Act</i> .	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>	Refer to: Disclosure Statement: Article VI on page 8
4.	A building on the property or a unit has been converted from a previous use.	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	Refer to: Disclosure Statement: Article V on page 8 and Article VII on page 8
5.	One or more units or a part of the common elements may be used for commercial or other purposes not ancillary to residential purposes.	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>	Refer to: Disclosure Statement: Article VIII on page 8 and Article XVI on page 14
6.	A provision exists with respect to pets on the property.	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>	Refer to: Declaration: Section 3.6 on page 10, and 4.2(c) on page 11
7.	There exist restrictions or standards with respect to the use of common elements or the occupancy or use of units that are based on the nature or design of the facilities and services on the property or on other aspects of the buildings located on the property.	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>	Refer to: Declaration: Article III and Article IV, pages 7 to 17, inclusive
8.	The Declarant intends to lease a portion of the Residential Units. The portion of Residential Units to the nearest anticipated twenty-five (25%) percent, that the declarant intends to lease is twenty-five (25%) percent.	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>	Refer to: Disclosure Statement: Article IX on page 8
9.	The common interest appurtenant to one or more units differs in an amount of ten (10%) percent or more from that appurtenant to any other unit of the same type, size and design.	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	Refer to: Schedule "D" to the Declaration and the Budget

10.	The amount that the owner of one or more units is required to contribute to the common expenses differs in an amount of 10 percent or more from that required of the owner of any other unit of the same type, size and design.	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	Refer to: Schedule "D" to the Declaration and the Budget
11.	One or more units are exempt from a cost attributable to the rest of the units. <i>(The Parking Units, Storage Units and ancillary Sign, Service and CCU Unit(s) are exempt from the costs relating to the Bulk Internet and Smart Home Services Agreement)</i>	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>	Refer to: Budget and Sections 1.6 on page 4 and 2.1 on page 5 of the Declaration, and Schedule "D" to the Declaration
12.	There is an existing or proposed by-law establishing what constitutes a standard unit. <i>(By-law No. 5 contains a draft of the proposed standard unit by-law)</i>	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>	Refer to: By-law No. 5.
13.	Part or the whole of the common elements are subject to a lease or a licence.	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>	Refer to: Disclosure Statement: Section 11.2 (e) on page 141 relating to the proposed Construction Licence Agreement. Refer also to proposed By-law No. 3 and the accompanying draft Construction Licence Agreement.
14.	Parking for owners is allowed: (a) in or on a unit; (b) on the common elements; (c) on a part of the common elements of which an owner has exclusive use. There are restrictions on parking.	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/> Yes No <input type="checkbox"/> <input checked="" type="checkbox"/> Yes No <input type="checkbox"/> <input checked="" type="checkbox"/> Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>	Refer to: Declaration: Section 4.3 on page 13 Disclosure Statement: Section 4.2 on pages 1, 2, and 3, and Section 4.3(b) on page 4 Rules
15.	Visitors must pay for parking. There is visitor parking on the property.	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/> Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>	Refer to: Disclosure Statement: Section 4.3(b) on page 4.
16.	The Declarant may provide major assets and property, even though it is not required to do so.	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	Refer to: Disclosure Statement: Article XVII on page 14

17.	<p>The corporation is required:</p> <p>(a) to purchase units or assets;</p> <p>(b) to acquire services; <i>(Management Agreement, Submetering Agreement, and services generally described herein and more particularly described in the Budget Statement)</i></p> <p>(c) to enter into agreements or leases with the Declarant or a subsidiary body corporate, holding body corporate or affiliated body corporate of the Declarant. <i>(Construction Licence Agreement, Shared Use Agreement, Limitation Agreement, Non-Objection Agreement and Block 140 Accessway.)</i></p>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Refer to: Disclosure Statement: Article XVIII on page 14 Disclosure Statement: Article XVIII on page 14 Disclosure Statement: Section 4.6, page 7 and Section 11.3 on page 12 and Article XVIII on page 14.
18.	<p>The Declarant or a subsidiary body corporate, holding body corporate or affiliated body corporate of the Declarant owns land adjacent to the land described in the description.</p> <p>(a) The adjacent lands are not currently under development, but are anticipated to be redeveloped.</p> <p>(b) The Declarant has made representations respecting the future use of the land. This Disclosure Statement contains a statement of the representations.</p> <p>(c) Applications have been submitted to an approval authority respecting the use of the land. This Disclosure Statement contains a summary of the applications.</p>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Refer to: Disclosure Statement: Article XIX on page 14
19.	<p>To the knowledge of the Declarant, the Corporation intends to amalgamate with another corporation or the Declarant intends to cause the Corporation to amalgamate with another corporation within 60 days of the date of registration of the declaration and description for the Corporation.</p>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Refer to: Disclosure Statement: Article XII on page 13.
20. - 27.	N/A	N/A	N/A

The purchaser's rights under the *Condominium Act, 1998* to rescind an agreement of purchase and sale are set out at Section 21.1 on page 15, and Section 22.1 on page 15 of the Disclosure Statement.

This disclosure statement is made effective as of the 1st day of May, 2022.

DISCLOSURE STATEMENT

(under subsection 72(3) of the *Condominium Act, 1998*)

I **DATE OF DISCLOSURE STATEMENT**

1.1 Date

This Disclosure Statement is made effective as of the 1st day of May, 2022.

II **TYPE OF CORPORATION**

2.1 Type

The condominium project being developed by the Declarant is a freehold condominium corporation that is a standard condominium corporation.

III **NAME AND MUNICIPAL ADDRESS OF DECLARANT, AND MAILING AND MUNICIPAL ADDRESSES OF THE PROPOSED PROPERTY**

3.1 Declarant

The name and municipal address of the Declarant are as follows:

DECLARANT: TACC Holborn (Block 139) Inc.
 161 Trade Valley Drive,
 Woodbridge, Ontario,
 L4H 3N6

3.2 Condominium

The name, mailing address and municipal address of the Condominium or the proposed property are anticipated to be as follows, subject to approval and/or change by the applicable governmental authorities:

PEEL STANDARD CONDOMINIUM CORPORATION NO. _____:

Mailing and Municipal Address: The municipal address of the property comprising the Condominium described herein is 15 Skyridge Drive, Brampton, Ontario.

IV **GENERAL DESCRIPTION OF THE PROPERTY**

4.1 Legal Description of the Property

The condominium to be created (herein referred to as the “**Corporation**” or the “**Condominium**”) is to be located within portions of the property located in the City of Brampton, Province of Ontario, and legally described as comprising Part of Block 139, Plan 43M-2092 (the “**Property**”). Please refer to Schedule “A” of the Declaration for the legal description, which description will be updated prior to registration to reflect necessary easements, rights-of-way and such other registered instruments as the Declarant may determine in its sole and absolute discretion.

4.2 Division and Composition of the Project

(a) *The Overall Development:* The Condominium described herein is one component of the overall project site being developed by the Declarant and/or its affiliates, which overall site is located on the east side of The Gore Road between Queen Street and Fogal Road (the “**Overall Development**”). Purchasers are advised that the foregoing description of the adjacent lands and uses carried out thereon are for information purposes only, reflecting the uses as of the date of this Disclosure Statement, and each Purchaser shall satisfy himself or herself relating to the location of the Property and the adjacent uses, it being expressly acknowledged and agreed that the adjacent lands and the uses carried out thereon are subject to change as may be determined by the respective owners of such lands and the applicable zoning from time to time for such lands. Save as expressly set out herein, the Declarant makes no representation or warranties relating to the current and/or future uses of lands adjacent to or in proximity of the Condominium.

It is currently proposed that the Condominium will comprise a 25-storey tower and a 35-storey tower with a central podium component comprising approximately 9 storeys, containing approximately 657 residential condominium units with a 4 below grade level parking structure. In conjunction with the development of the Condominium there will also be retail/commercial component comprising approximately 17,400 square feet at grade level which will form a separate freehold component of the project without any

condominium tenure anticipated to be designed and constructed for retail/commercial uses, or such other uses as are permitted, from time to time, by the relevant zoning by-laws (the “**Commercial Component**”). There will also be a shared use of visitor parking between the Condominium and the Commercial Component. This shared arrangement will be established by way of mutual easement or by license or other agreement and pursuant thereto there shall be a mutual sharing of costs for operation, maintenance and repair, although it is anticipated that the Commercial Component’s share of such costs shall be significantly less than those of the Condominium based on the premise that a greater use of the visitor parking will be utilized by visitors to the Condominium. Both the Condominium and the Commercial Component may also share various other areas and services which would also be governed by a shared facilities type agreement as further described herein. Purchasers are advised that notwithstanding the foregoing, as the evolution of the development process for the Overall Development proceeds the Declarant, rather than creating the Commercial Component as a separate freehold component, as described above, is reserving the right to create the Commercial Component as a separate condominium at any time. Alternatively the Declarant is also reserving the right to create and subdivide the Commercial Component as retail/commercial units within the Condominium and in the event the foregoing occurs the herein documentation will be revised accordingly, including a reallocation of the percentage interests in the common interests and common expenses of units in the Condominium so as to reflect attributable percentages to the retail/commercial units to be created and all other revisions to the herein documentation shall be made to address the foregoing, all of which shall not be deemed to be a material change to this Disclosure Statement.

Purchasers are also advised that depending on market considerations and the evolution of the development process, the Declarant also reserves the right, in its sole and absolute discretion, to create the towers (including the podium area or portions thereof) as separate condominiums or to create them as a phased condominium corporation, in the manner contemplated by Part XI of the *Condominium Act, 1998*, S.O. 1998, C.19, and the regulations thereunder as amended from time to time (collectively, the “**Act**”). If the foregoing occurs the documentation described herein, including the Budget Statement will be revised to reflect and incorporate the foregoing and any changes in this regard shall not be deemed to be or constitute a material change to this Disclosure Statement.

- (b) **Public Art:** In the event that the Declarant elects and/or is required to provide public art within portions of the Overall Development, pursuant to any policy of the City of Brampton, (“**Public Art**”), then the cost of maintenance, repair, replacement, reconstruction, insurance (and all other obligations in connection with any easement or agreements with the City of Brampton in connection with the Public Art) will be borne by the Condominium, and the owner of the Commercial Component as the Declarant may determine, in its sole and absolute discretion.

- (c) **Shared Use Agreement:** Purchasers are advised that various facilities, services, structures and equipment, forming part of either the Condominium or the Commercial Component which may provide a function, service, access, utility, structural support or any other facility to each of the Condominium and all or any portion of the Commercial Component (the “**Shared Use Agreement Facilities**”) including, without limitation: any service rooms, mechanical rooms, loading areas, visitor parking spaces, equipment structures and services which are part of one of these components and which provide any service, support or facilities to both of the components; those parts of the common elements of the Condominium which may provide access to and egress from the Shared Use Agreement Facilities; all pipes, wires, cables, conduits, transformers, air shafts, ducts, fans, lights, membranes, waterproofing equipment and other appurtenances which are contained in and/or form part of the common elements of the Condominium and which provide any function, service, access, utility, structural support or any other facility to the Commercial Component.

Pursuant to the foregoing, the Declarant will cause the Condominium to enter into a shared use agreement with the Commercial Component (hereinafter referred to as the “**Shared Use Agreement**”). It is anticipated that the allocation of cost sharing between the parties to the Shared Use Agreement will be based either on the gross floor area or benefit derived by the specific Shared Use Agreement Facilities, as determined by the Declarant, in its sole and absolute discretion. It is also anticipated that the Shared Use Agreement may provide for the possible establishment of a shared committee, owners’ liaison committee and/or the appointment of a shared facilities manager.

Purchasers are also advised that the Declarant reserves the right, in its sole and absolute discretion, to create some or all of the Shared Use Agreement Facilities as units within the Condominium, and if the Declarant proceeds with the foregoing, title to such units will be shared by the Condominium and the Commercial Component, as tenants in common.

The Condominium will be obliged to enter into, or assume, as the case may be, the Shared Use Agreement and enter into any assignment and assumption agreements of the Shared Use Agreement, together with enabling by-laws authorizing the entering into of the assignment and assumption of agreement. The Declarant shall be released and forever

discharged from all obligations contained in the Shared Use Agreement for the period of time following execution by the Condominium of the entering into or assignment and assumption agreement and the Condominium shall indemnify and hold harmless the Declarant from all losses, costs and damages arising as a result of or connected to the Condominium's breach, default or omission of any obligations or covenants under any or all of the Shared Use Agreement. Purchasers are advised, and so agree (on their own behalf and on behalf of the Condominium) that prior to full occupancy of the Commercial Component, the cost of operating, maintaining and repairing any shared facilities and components contemplated within the Shared Use Agreement shall be borne by the Condominium in its entirety. The Declarant shall not pay nor be responsible for any portion of such costs for or in respect of the Commercial Component while not yet fully occupied and for which the Commercial Component would otherwise be responsible to pay.

- (d) *Draft Plans:* Delivered to each Purchaser with this Disclosure Statement are reduced copies of the preliminary draft condominium plans which show the proposed location of the Residential Units in the Condominium. These Plans are provided to indicate approximate location only and may not be relied upon for actual location of partition walls, interior room location, room size, location of fixtures or other details, which may be noted, on the Plans. The Plans are intended mainly to give Purchasers an overview of the location of the Residential Units in the Condominium. The actual location of the Residential Units, Parking Units, Storage Units and other areas within the Condominium may be altered and/or revised to comply with the final site plan and other approvals to be obtained from the City of Brampton and other applicable governmental authorities, as well as to comply with such changes to the building or units required by an architectural review panel, as well as final site plan approval, engineering, design, construction, and other matters.
- (e) *Approval Applications:* The Declarant will be making (or has made) applications for zoning approval, site plan approval, minor variances and condominium draft plan approval and may also be obligated to enter into various development and collateral agreements with the City of Brampton and other applicable governmental authorities in connection with its proposed development of the Overall Development. These agreements, if required, will ensure to and be binding on the Condominium following registration.
- (f) *Construction and Completion of the Condominium:* Purchasers are advised that notwithstanding the completion and construction of the Amenities (hereinafter defined) within the Condominium, that until completion of the Declarant's sales/marketing programs, involving the conclusion of the sales of (proposed or registered) units in the Condominium (or any other development to be marketed by the Declarant or any related party from a location within the Condominium), the Declarant (or any of its subsidiaries or affiliates), and their respective sales staff, agents, employees, invitees and customer service staff shall have the continued right of access, without fee or charge, to inspect, view and use such Amenities (hereinafter defined), units and the common elements and any other portions thereof, as part of its marketing / sales / customer service programs, including a sales / rental / administrative / customer service office, advertising signage and displays and model suites for display purposes as the Declarant (or any of its subsidiaries or affiliates) may select. The Declarant shall not be charged for the use of such areas nor for any utility supplied thereto, nor shall the Condominium (or anyone on its behalf) prevent or interfere with the right of access of the Declarant (or any of its subsidiaries or affiliates) and the use of such facilities in the manner as aforesaid. Purchasers are further advised that during the construction and development of the Condominium, it may be necessary for the Declarant to close temporarily certain Amenities (hereinafter defined) and/or to remove portions thereof or to temporarily remove or close off portions of the other common element areas of the Condominium.

Purchasers in the Condominium are further advised that during the construction and servicing of the Condominium, the Declarant, its contractors, suppliers and trades will be entitled to use those portions of the common elements of the Condominium as may be necessary and that, during such construction, a certain amount of dust, noise and heavy traffic will occur. The Declarant will make reasonable efforts to ensure that its contractors, suppliers and trades will carry out their work on behalf of the Declarant, in such a manner as to reasonably reduce and minimize the degree of interference and discomfort of the residents of the Condominium, with their use and enjoyment of the Property, provided that nothing shall derogate from the right of the Declarant to market and complete construction of the Condominium.

4.3 Proposed Types and Number of Units

As of the date of this Disclosure Statement, and subject to the Declarant's rights reserved herein, the following types of units are proposed to be contained in the Condominium:

- (a) *Residential Units:* Approximately six hundred and fifty-seven (657) residential units within the Condominium (the "Residential Units"). The Declarant proposes to construct Residential Units that will be offered in a choice of bedroom layouts and therefore, the Declarant cannot state with any certainty, the number of bedroom(s) per Residential Unit as these characteristics will be dependent on choices made by individuals at the time of

purchase. Certain Residential Units within the Condominium will also have the exclusive use of a balcony and/or terrace. All such exclusive use areas will be further set out in Schedule "F" to the Declaration.

Purchasers are advised that the Declarant shall have the right to increase or reduce the number of Residential Units in the Condominium and to increase or reduce the size of any Residential Unit by increasing or decreasing the number of floors in the buildings forming part of the Condominium and/or by splitting or combining one or more proposed Residential Units and/or changing the style or configuration of Residential Units contained in the Condominium and may also change the legal and municipal numbering of units in its sole and absolute discretion; provided however that the Purchaser's Residential Unit shall not be materially altered as a result of the foregoing and provided that the Purchaser's proportionate share of the common interests and common expenses as set out in the Declaration, shall not be materially increased. In the event of any of the above- mentioned changes, the Declaration and the Budget will be amended accordingly and such changes shall not be construed as material changes to this Disclosure Statement. Please refer to the Declaration for further details and restrictions with respect to the Residential Units.

Purchasers are advised that Residential Units are of varying square footages and may not be exactly as represented. All measurements are calculated in accordance with the standards established by the *Directives* of the Home Construction Regulatory Authority.

- (b) **Parking Units:** Approximately six hundred and fifty-nine (659) parking units (collectively, the "**Parking Units**") which are currently anticipated to be located within portions of the Parking Garage. Purchasers are advised that a certain number of the Parking Units will also be designated accessible spaces and reserved for use by residents with physical disabilities, as may be required by the applicable governmental authorities. Some of the Parking Units may also be established with electrical car charging stations and be available for purchase subject to availability as determined by the Declarant. Furthermore, all electricity consumed in the operation of such electrical car charging stations shall be billed to the Purchaser and in the event that the installation of a submeter is required in order to track electricity usage in such electrical car charging stations, all costs associated with the installation and subsequent operation of such submeter shall be paid by the Purchaser.

The Declarant reserves the right, in its sole and absolute discretion, to increase or decrease the number of Parking Units in the Condominium and/or increase the number of levels in the Parking Garage and/or reconfigure the boundaries of the Parking Garage which may impact the total number of Parking Units within the Condominium. Similarly, the Declarant reserves the right, in its sole and absolute discretion to modify the access ramps, layout and configuration of the underground Parking Garage. In the event of such changes, the Declaration and the Budget will be amended accordingly and such changes shall not be construed as material amendments to the Disclosure Statement. Purchasers are advised that, until the Declarant has sold and conveyed all Parking Units, the Declarant shall have the right to use such unsold Parking Units. The location of Parking Units shall be allocated to Purchasers at the Declarant's sole and absolute discretion. Purchasers are also advised that some Parking Units may have mechanical equipment, electrical equipment, pipes, walls, ducts or other facilities located within the unit boundary or may be adjacent to a fire hose cabinet (the door of which may swing into the Parking Unit), which facilities shall not be part of the unit and shall not render the unit sub-standard.

Purchasers are advised that it is the Declarant's current intention, as of the date of this Disclosure Statement, that ownership of Parking Units will not be limited to residents of the Condominium, but rather the Declaration will contain provisions that permit Parking Units in the Condominium to be sold to the owner of Commercial Component.

It is currently contemplated that the visitor parking spaces (approximately 99) for visitors to owners and occupants of the Condominium will be situate within the Condominium itself and as described above such visitor parking spaces are anticipated to be shared between visitors to the Condominium and visitors to the Commercial Component. In this scenario, the Declarant does not intend to charge visitors for the use of visitor parking spaces. In addition, the Declarant further reserves the right to unitize any or all of the visitor parking spaces which may be contained within the Condominium and to convey an equal or other co-ownership interest in such unitized visitor parking spaces to the Commercial Component.

- (c) **Storage Units:** The Declarant also intends to create approximately four hundred and seventeen (417) storage units for purposes of storage (collectively, the "**Storage Units**"), currently anticipated to be located in the Parking Garage as well as within various levels of the buildings, as determined by the Declarant, in its sole and absolute discretion. Storage Units will be available to be used only for the storage of non-combustible materials which materials shall not constitute a danger or nuisance to the residents of the Condominium. Please refer to the Declaration for further details and restrictions with respect to these units.

The Declarant also reserves the right to change the location of the Storage Units. The Declarant may also, in its sole discretion, increase or decrease the number of Storage

Units in the Condominium. In the event of an increase or decrease as aforesaid, the Declaration and the Budget Statement will be amended accordingly and such changes shall not be construed as material changes to the Disclosure Statement.

Owners of Residential Units in the Condominium may purchase Storage Units, subject to availability, on the terms and conditions to be established by the Declarant. As of the date of this Disclosure Statement, it is anticipated that ownership of Storage Units will be limited to owners of a Residential Unit within the Condominium, provided that the owner of the Commercial Component may be permitted to own Storage Units located within the Parking Garage of the Condominium (but not on the upper levels of the Condominium). The Declarant may also retain ownership of any Storage Units not sold to Purchasers and may dispose of its interest in Storage Units retained by it in accordance with the terms of the Declaration.

- (d) **Communication Control Units:** The Declarant intends to create within this Condominium approximately one (1) communication control unit ("CCU" or the "**Communication Control Unit**") which will be used and occupied by the owner of such CCU including the Declarant (or related or affiliated entity) or a telecommunication system provider who may retain full ownership to the CCU for the purposes of broadcasting, distributing, transmitting, receiving the retransmitting radio, telefilm, television, microwave, radio, data, paging and/or satellite transmissions, signals or other forms of communication (and for any other lawful purpose).
- (e) **Sign Units:** The Declarant intends to create within the Condominium a series of sign units (the "**Sign Units**") for advertisements, corporate/commercial logos and other banner-type advertisements or such other uses as desired by the owner(s) of the Sign Units, including the owner of the Commercial Component, permitted by the applicable zoning by-laws, from time to time, in a location(s) to be determined by the Declarant in its sole discretion prior to the registration of the condominium plan creating this Condominium.
- (f) **Service Units:** Possibly, one or more service type units (the "**Service Units**"), which may provide ongoing services or facilities, including utility, mechanical, loading, washroom facilities and other similar services to the Condominium and the Commercial Component.

In addition to the various types of units described in this Section 4.3, the Condominium will be subject to various rights, rights-of-way and easements through and over those portions of the Condominium necessary for the supply of all utilities and services to the Condominium and for access.

The Declarant reserves the right to increase or decrease the final number of the Residential Units, Parking Units, Storage Units, Communication Control Units, Sign Units, and the other ancillary units intended to be created within this Condominium, as well as the right to alter the design, style, size and/or configuration of the Units ultimately comprised within this Condominium, all in the Declarant's sole and absolute discretion, on the express understanding that the final budget for the first year following registration of the Condominium will be prepared in such a manner so that any such variance in the unit count will not affect, in any material or substantial way, the percentages of common expenses and common interests allocated and attributable to those Residential Units sold prior to the date that any such variance is implemented by the Declarant.

4.4 Utilities/Television/Telephone/Refuse Collection/Mail

- (a) **Utility for the Residential Units**

It is currently contemplated that the Condominium will be designed such that hydro-electricity and water will be individually metered or check metered for the Residential Units. Accordingly, such in-suites hydro and water expenditures do not comprise part of the common expenses and are not included in the budget of the Condominium (save for any which is supplied to the common elements). It is currently anticipated that the Residential Unit owners will be invoiced and billed directly by the local utility providers (collectively, the "**Utility Providers**") and will pay such charges directly to the Utility Provider. The Utility Providers may require a security deposit and a pre-authorized payment plan. If, for whatever reason, the Utility Providers are unable to provide separate metering, hydro-electricity and water will be bulk metered and added to the common expenses and included in the budget. If, in the opinion of the Declarant, it is beneficial that the Condominium enter into an agreement with a corporation(s) (the "**Meter Reading Company**") to provide for the installation of an electronic submetering system for the purpose of monitoring, maintaining and administering the submetering system to measure hydro-electricity and water consumption (or any other utility which is separately check metered) (collectively, the "**Utility Monitoring Agreements**") then such Utility Monitoring Agreements will be entered into by the Declarant and assumed by the Condominium and each owner will be required to pay the supply, administrative and connection charges typical in such agreements.

(b) Hydro, Gas and Water for Common Elements, and Gas for the Residential Units

The cost of hydro, water and wastewater, and natural gas services to the common areas of the Condominium, as well as (if applicable) gas services for the Residential Units in the Condominium, will be bulk billed to the Condominium Corporation and accordingly will comprise part of the common expenses and be included in the Budget Statement.

(c) Telecommunication Services

Each Residential Unit will be provided with wiring and/or other mechanism for delivery of television and telecommunication services (the “**Telecommunication Services**”). Save and except for internet services and 1Valet smart home technology services, which will be provided to Residential Units on a bulk basis pursuant to the bulk internet services agreement described herein in this Disclosure Statement, and in the Budget Statement, all other Telecommunication Services will not be provided on a bulk basis and each owner of a Residential Unit will therefore have to contract independently with suppliers of all other Telecommunication Services.

The Declarant has/or will enter into an easement agreement with one or more suppliers of Telecommunication Services as selected by the Declarant in its sole and absolute discretion (the “**Telecommunications Suppliers**”) for the installation, maintenance and repair of Telecommunication Services in the Condominium. Such agreement(s) will not be subject to immediate termination pursuant to the Act. Although the Telecommunication Suppliers will not have exclusive rights to provide Telecommunication Services to the Condominium, the wiring installed in the Condominium to carry telecommunication signals will be the property of the Telecommunications Suppliers that provides it. Each Telecommunications Supplier will continue to have the right to use the inside wire provided by it without interference to provide communication service as long as and to the extent that the subscribers serviced by any inside wire of such Telecommunications Suppliers wish to subscribe for Telecommunication Services from such Telecommunications Suppliers.

(d) Refuse Collection and Recycling

It is currently anticipated that refuse and recycling collection for the Residential Units will be provided by the municipality, but the Declarant reserves the right to engage a private service provider in the event that the municipality advised that municipal collection is not available. The cost of refuse collection for the Residential Units, including, if applicable, the transporting of refuse from the refuse storage area to the designated outside refuse collection area, whether ultimately public or private, will be a common expense of the Condominium.

The Declarant intends to provide a waste sorting and compacting system which will allow occupants of Residential Units to dispose of their refuse and recycling from a chute on their respective levels, where applicable, in a manner that will direct refuse and recyclables into separate bins. All refuse must be disposed of by owners in accordance with the Rules of the Corporation. Recycling of refuse is required by the municipality and residents will be required to sort refuse in accordance with the recycling requirements of the municipality.

(e) Mail Delivery

It is currently intended that residents of the Condominium will be required to retrieve mail from a mailbox facility or room anticipated to be located within the ground floor of the Condominium, likely within the podium section or otherwise in one or more locations within the Condominium to be designated by the Declarant, subject to any requirements of Canada Post. In addition, subject to any change in such plan, there will be a dedicated area within the Condominium which will allow for a secure and convenient package delivery with notification of arrival to smart phones.

4.5 Recreational and Other Amenities

(a) Amenities To Be Provided

The Condominium will contain the following amenities which will be for the use and benefit of the owners and occupants (in actual occupancy) of the Condominium (collectively, the “**Amenities**”):

- (i) Co-workspaces;
- (ii) Party Room with a lobby, lounge/game area, and bar;
- (iii) 2 Party/Dining rooms with a servery;
- (iv) Fitness Centre;
- (v) Pet Wash; and
- (vi) Outdoor amenity space & small indoor prep and washroom area (located on podium - Level 10).

(b) Restrictions for Amenities

- (i) As noted above, the Amenities contained within the Condominium will be available for use by those owners of Residential Units within the Condominium that reside in their respective units, as well as the tenants of non-resident owners, along with their household and invited guests, subject to the Rules initially of the Condominium.
- (ii) The Declarant shall determine the type of furnishings and equipment to be provided for the Amenities and recreational facilities and other common element areas within this Condominium, in its sole and absolute discretion, and same may be provided after registration of the Condominium under the Act.
- (iii) The Amenities are presently conceptual. Other amenities may be substituted for the Amenities listed above or additional amenities may be provided, or the location of the Amenities may be altered, as deemed necessary by the Declarant in its sole and absolute discretion.
- (iv) As set forth in the proposed declaration accompanying this Disclosure Statement, the Declarant has reserved the right to use the Amenities without payment of fee or consideration whatsoever to the Condominium, for marketing purposes in order to complete the sale/leasing of units in the Condominium and other related projects.

(c) Commencement and Completion Dates for Construction of Amenities

The Construction for the Amenities to be contained within the Condominium is anticipated to commence in the fall of 2022 and the proposed date for their completion is the spring of 2026. Please note, however, that the foregoing anticipated dates may be delayed due to delays in construction commencement, delays to strikes and other labour disruptions, as well as shortages of material(s) and equipment, or due to inclement weather conditions, or by other causes or events within or beyond the Declarant's control. Moreover, the Purchase Agreement executed by purchasers of proposed Residential Units in the Condominium provides that the Vendor may extend the occupancy date for every purchaser, by a period or periods of time as more particularly specified therein. All purchasers are hereby notified that any delay in the occupancy date specified in their Purchase Agreement may ultimately lead to a concomitant delay in the commencement and completion date of the Amenities.

(d) Amenities to Be Provided During the Period of Interim Occupancy

The Declarant is hopeful that the Amenities will be operational and available for use by purchasers or residents during the period of interim occupancy but makes no representation or assurance that the Amenities will be so operational and available.

4.6 Easements

The Condominium will have the benefit of, and be subject to, those easements as disclosed by the registered title and created in Schedule "A" to the Declaration. In addition to the easements existing and noted on title to the Property as of the date of this Disclosure Statement, further easements are contemplated to be registered including without limitation, rights to permit construction (including, but not limited to tie backs, tie rods, crane swing and hoarding), rights for vehicular and pedestrian access, ingress and egress (if required), including for loading, garbage removal, moving and parking, as well as easements relating to the provision of utilities services provided to the Condominium by the respective service providers. In addition, the Condominium will be subject to further easements, as may be deemed necessary by the Declarant in its sole discretion, to facilitate the integration of the Overall Development. The Condominium may receive and may be subject to easements as required for the purpose of providing access to servants, agents and contractors, to maintain, repair, replace or service any equipment, system or any other item provided by any utility; and for easements in favour of the Declarant for the purpose of providing access for contractors, installation of facilities and other associated easements required for the construction of the Condominium or any other easements which may be required by the applicable approval authority.

Purchasers are also advised that in connection with the approval process for the subdivision of which the Overall Development forms a part, there is or will be a non-exclusive access way for pedestrians and vehicles over a portion of Block 140, Plan 43M-2092, City of Brampton at the south of the Overall Development which is designated as Part 2 on Plan 43R-39672 (the "**Block 140 Accessway**"). This Block 140 Accessway is from Rockspur Court to Block 139, Plan 43M-2092, via as mentioned Block 140, Plan 43M-2092, there being however no direct access to or from The Gore Road. In connection with this Block 140 Accessway there may be shared costs established for maintenance and repair in respect of one or more of the developments having the use of this Block 140 Accessway, including the Condominium.

The Declarant and the Corporation shall each be obliged to act in a prudent and reasonable manner, in exercising its rights to any easement granted or provided for under the Declaration, so

as to minimize undue interference occasioned to the party burdened by such easement, including, but not limited to, the temporary interruption and loss of service occasioned thereby. The Condominium may be subject to various easements in favour of service providers for the installation, maintenance, and repair of services.

Without limiting the generality of the preceding, purchasers should be aware that one or more telecommunication service providers, as well as the local gas company, the telephone company, the hydro electric corporation and any other similar supplier of utility services to the Building may require this Condominium to pass, confirm and register a special by-law authorizing any such party or all such parties to enjoy (the conveyance of) a license or easement through the common elements of this Condominium to facilitate the provision of any such service(s). In this event, the Declarant board of the Condominium shall take the appropriate (corporate) steps to pass, confirm and register the enabling by-law(s) and enter into the appropriate license or easement agreement on terms and conditions comparable to those offered by said suppliers of utility and cable television services to other comparable buildings within the City of Brampton.

V NO CONVERSION OF RENTED RESIDENTIAL PREMISES

- 5.1 No building intended to be developed and constructed by the Declarant on the Property has been or will be converted from a previous use and the Building to be constructed on the Property will be new construction. The Declarant has not made application pursuant to subsection 9(4) of the Act for the approval to convert previously used or existing rented residential premises to condominium tenure.

VI ONTARIO NEW HOME WARRANTIES PLAN ACT

- 6.1 Applicability

The Condominium and the Residential Units contained therein are subject to the *Ontario New Home Warranties Plan Act* (the “**ONHWPA**”).

- 6.2 Enrolment

As at the date of this Disclosure Statement, the proposed Residential Units and common elements have not been enrolled under the ONHWPA. The Declarant intends to enrol the Residential Units and common elements in the Condominium, as may be required, pursuant to the ONHWPA in accordance with the regulations made under the ONHWPA.

VII NO CONVERSION FROM PREVIOUS USE

- 7.1 No building on the property or any proposed units have been converted from a previous use. All buildings to be constructed on the Property and comprising the Condominium (in whole or in part) will constitute new construction.

VIII NON-RESIDENTIAL USE

- 8.1 Other than as described herein relating to the Commercial Component and the Service Units the CCU, Sign Units, and any ancillary portions of the common elements used in connection therewith, none of the units or parts of the common elements may be used for commercial or other purposes that are not ancillary to residential purposes. The Commercial Component shall also include retail garbage areas, mechanical areas and other areas as required, both underground and elsewhere throughout the buildings, as required, including the rooftop. The Commercial Component is intended to be used for such retail/office/commercial/ancillary uses as may be permitted from time to time pursuant to the applicable municipal and zoning requirements in effect from time to time, including, without limitation, restaurants and coffee shops, food services, financial services, medical services, schools, health clubs and spas, and other uses and purchasers are advised that there is no restriction on the types of uses and no restriction on the hours of usage and operation which are permitted in the Commercial Component, and may include certain outdoor patio, terrace, seating areas or selling areas. The owner and/or occupants of the Commercial Component will be permitted to erect or install signage or other similar advertising or identification installations (and possibly canopies) in accordance with the applicable municipal by-laws and regulations. The Declarant, or its related or affiliated corporations, may transfer or lease any part of the space comprising the Commercial Component, as previously described.

IX BLOCKS OF UNITS MARKETED TO INVESTORS

- 9.1 The Declarant does not currently intend, but expressly reserves its right, to market the units in a block or blocks to investors. The portion of units, to the nearest anticipated twenty-five (25%) per cent, that the Declarant intends to lease is twenty-five (25%) percent. These percentage estimates may increase or decrease as market conditions for sales fluctuate.

- 9.2 The Declaration contains restrictions on unit owners (excluding Declarant owned units) on the minimum length of leasing of units. Purchasers are advised to review these provisions which are contained in the Declaration.

X DECLARATION, BY-LAWS, RULES AND MANAGEMENT AGREEMENT

- 10.1 Accompanying this Disclosure Statement is a copy of the proposed Declaration, By-laws, Rules and Management Agreement.

XI BRIEF DESCRIPTION OF SIGNIFICANT FEATURES OF VARIOUS AGREEMENTS SUBJECT TO TERMINATION

11.1 Proposed Management Agreement (Section 111 of the Act)

- (a) The Corporation will enter into a Management Agreement with a third party condominium property manager to be selected by the Declarant in its sole and absolute discretion (the “**Manager**”) pursuant to which the Manager is to be the sole and exclusive representative and managing agent of the Corporation subject to overall control of the Corporation. The duties of the Manager are fully set out in the Management Agreement and do not include the duties of the directors and officers of the Corporation as set forth in the By-laws unless specifically stated otherwise in the Management Agreement. The Manager is entitled to act in the name of the Corporation in order to carry out the Corporation’s duties under the Declaration, the Act and the By-laws. The Manager will collect and expend the common expenses and supply monthly statements and annual budgets.
- (b) The Corporation is to pay the Manager for its managerial services the sum as set out in the Budget during the first year of the Management Agreement. The Management Agreement may be terminated by the Corporation pursuant to the provisions of Section 111 of the Act.
- (c) The duties of the Manager include enforcing the terms of the Declaration, By-Laws and Rules; advising the board of directors of the Condominium (the “**Board**”) as to any additional By-Laws or Rules which should be established to assist in the operation of the Property; collecting and receiving monies payable by the Owners and depositing same into the appropriate trust accounts; utilizing such funds to make payments of accounts including insurance, repairs and maintenance; attempting to collect delinquent accounts; keeping accurate accounts and records of financial transactions involved in the management of the Property.
- (d) The Manager may engage a parent or subsidiary corporation or person affiliated to perform any work or services for the Corporation subject to the restrictions set out in the Management Agreement. Upon registration of the Declaration and thereafter prior to the beginning of each fiscal year during the term of the Management Agreement, the Manager shall provide the Board with an estimated budget for the following year.
- (e) A copy of the proposed Management Agreement is included with this Disclosure Statement. Purchasers are advised to review the actual Management Agreement for a complete understanding of the provisions contained therein. This summary is qualified in all respects by the Management Agreement itself.

11.2 Miscellaneous Agreements

(a) Reserve Fund Study

The Condominium is obliged to establish and maintain one or more reserve funds to cover the costs of the major repair and replacement of the common elements and assets of the Condominium. In turn, the Condominium is obliged to retain an independent and qualified consultant to conduct a reserve fund study, for and on behalf of the Condominium, within the first year following registration, in accordance with the provisions of section 94(4) of the Act. The reserve fund study will confirm, amongst other things, the adequacy of the reserve fund, and the annual appropriation necessary to cover the anticipated repair and replacement costs of the common elements and other assets of the Condominium, based on their respective life expectancy. The reserve fund study must be updated on a periodic basis, at the times and in the manner prescribed by the Act. Pending the Condominium’s receipt of the first reserve fund study and its implementation of a proposed funding plan with respect thereto (if same is necessary), the total amount of the contributions to the reserve fund shall in no case be less than ten (10%) percent of the budgeted amount required for contributions to the common expenses, exclusive of the reserve fund.

The proposed first year Budget Statement makes specific reference to the estimated cost of retaining a qualified consultant to conduct the reserve fund study, for and on behalf of the Condominium. In the event that the non-declarant Board chooses to retain a consultant

to undertake the reserve fund study at a cost or figure higher than the estimated price, then with respect to the Declarant's accountability for any deficiency in the first year Budget Statement arising pursuant to section 75 of the Act, it is the Declarant's stated position that it shall only be responsible for the amount of the estimated price, insofar as the cost of the reserve fund study is concerned, and that any expenditure in excess of said amount shall be the sole responsibility of the Condominium. Purchasers are hereby advised to carefully review the first year Budget Statement enclosed herewith for further details.

(b) Performance Audit

The Condominium will be obliged to engage or retain a consultant who holds a certificate of authorization within the meaning of the Professional Engineers Act, or alternatively a certificate of practice within the meaning of the Architects Act, to conduct a performance audit of the common elements on behalf of the Condominium, no earlier than 6 months and no later than 10 months following registration, in accordance with the provisions of Section 44 of the Act, and to inspect and report on the condition or state of repair of all major components of the building(s) comprising part of the common elements as specified by the Act. Before the end of the 11th month following the registration of the declaration, the person who conducts the performance audit is obliged to submit his or her report on the state of the deficiencies (if any) with respect to the common elements of the Condominium, to the Board, and to file such report with the Tarion Warranty Corporation. Once such report has been filed with the Tarion Warranty Corporation, it shall be deemed to constitute a notice of claim under the *Ontario New Home Warranties Plan Act*, R.S.O. 1990 as amended, for the deficiencies disclosed therein.

Pursuant to the provisions of the Declaration, the Condominium is obliged to permit the Declarant and its authorized employees, agents and representatives to accompany (and confer with) the consultant(s) retained to carry out the performance audit while same is being conducted, and to provide the Declarant with at least fifteen (15) days written notice prior to the commencement of the performance audit, and to also permit the Declarant and its authorized employees, agents and representatives to carry out any repair or remedial work identified or recommended by the performance auditor in connection with the performance audit (if the Declarant chooses to do so) for the purposes of facilitating and expediting the rectification and audit process (and bringing all matters requiring rectification to the immediate attention of the Declarant, so that same may be promptly dealt with), and affording the Declarant the opportunity to verify, clarify and/or explain any potential matters of dispute to the performance auditor, prior to the end of the 11th month following the registration of the Condominium and the corresponding submission of the performance auditor's report to the Board and the Tarion Warranty Corporation.

The proposed first year Budget Statement makes specific reference to the estimated cost of retaining a qualified consultant to conduct the performance audit. In the event that the Board chooses to retain a consulting engineer or architect to undertake the performance audit, at a cost or figure higher than the estimated price, then with respect to the Declarant's accountability for any deficiency in the first year budget arising pursuant to Section 75 of the Act, it is the Declarant's stated position that it shall only be responsible for the amount of the estimated price, insofar as the cost of the performance audit is concerned, and that any expenditure in excess of said amount shall be the sole responsibility of the Condominium. Purchasers are hereby advised to carefully review the first year budget statement enclosed herewith for further details.

(c) Financial Audit

The Condominium is obliged to retain the services of a qualified and independent chartered accountant or auditor, in order to have audited financial statements prepared as of the last day of the month in which the turnover meeting is scheduled to be held. These financial statements are obliged to be delivered by the Declarant to the Board within 60 days after the turnover meeting, in accordance with subsection 43(7) of the Act, but all such financial statements are to be prepared at the expense of the Condominium. In addition, the Condominium's auditor must prepare a set of annual audited financial statements in respect of the Condominium and the auditor must present said financial statements before the annual general meeting of the owners, and submit a formal report on such statements to the Condominium (on behalf of the owners) in accordance with the provisions of Sections 66 to 71 of the Act.

The proposed first year Budget Statement makes specific reference to the estimated cost of retaining a qualified accountant to prepare and conduct all requisite financial statements and audits required or prescribed by the Act during the first year of the Condominium's operation. In the event that the Board chooses to retain an accountant or auditor to prepare and conduct all requisite financial statements and audits during the first year, at a cost or figure higher than the estimated price, then with respect to the Declarant's accountability for any deficiency in the first year budget arising pursuant to section 75 of the Act, it is the Declarant's stated position that it shall only be responsible for the amount of the estimated price, insofar as the cost of the financial statements and audits are concerned, and that any expenditure in excess of said amount shall be the sole responsibility of the

Condominium. Purchasers are hereby advised to carefully review the first-year budget statement enclosed herewith for further details.

(d) Utility Monitoring Agreement(s)

If the Declarant proceeds with sub-metering of hydro and water, as more particularly described in this Disclosure Statement, the Condominium will be obligated to enter into one or more Utility Monitoring Agreement(s) with the Meter Reading Company. Such agreement, if entered into, will, among other things, confirm that the Meter Reading Company is the owner of the meters within the Condominium, will outline the Meter Reading Company's obligations with respect to operating the Metered Utilities within the Condominium and will confirm the rates and charges that the Meter Reading Company will be entitled to charge to the Corporation and unit owners. The Meter Reading Agreement may provide that in the event the Corporation cancels the contract during the first year after the registration of the Condominium in accordance with the terms of the Act, or at any time thereafter, the Meter Reading Company will be entitled to charge the Corporation for its cost of the removal of its equipment from the Condominium as well as the undepreciated capital cost of such equipment at the time that the contract is canceled by the Corporation.

(e) Construction Licence Agreement (By-Law No. 3)

The Condominium will be obliged to enter into a construction licence agreement (the "**Construction Licence Agreement**") with the Declarant to permit and assist in the construction of the Overall Development. The Construction Licence Agreement shall grant, amongst others, exclusive rights to the Declarant for the operation and overswing of booms and related apparatus of a tower crane, the right to install underpinning, soldier piles and lagging as part of a shoring system necessary for excavation and construction regarding the Overall Development. In addition, the Construction Licence Agreement will grant exclusive rights to the Declarant to erect construction hoarding and site offices on or within the lands comprising this Condominium, rights to bore cavities and place tie-backs upon and within the lands comprising the Condominium, the right to encroach with man and material hoists as well as the right to store trailers, materials, equipment and products within the Condominium. Furthermore, the Declarant shall have the right, without the payment of any fee whatsoever, to the use of hydro-electric service, water and gas at this Condominium to assist in construction of the Overall Development.

Purchasers are advised that the Construction Licence Agreement will provide for a consent of the Condominium to any application(s) of the Declarant, its successors and assigns, for a temporary closure of any driveways or lane(s) which may provide access or egress from the Condominium to the Parking Garage to facilitate construction of the Overall Development. The Construction Licence Agreement contains covenants on the part of this Condominium to refrain from any objection regarding noise, dust, vibration and inconvenience relating to construction of the Overall Development.

A copy of the draft proposed Construction Licence Agreement accompanies this Disclosure Statement and is appended to By-Law No. 3.

(f) Sewer/Ground Water Discharge Agreement

The City of Brampton may impose, as a condition of approval of the Condominium, certain ongoing requirements related to sewer/ground water discharge into the City of Brampton's sewer systems. In such event, the City of Brampton may impose a discharge water treatment fee for any water discharged in the City of Brampton sewer systems.

Purchasers are advised that it is possible that the City of Brampton require, or that the Declarant feel it appropriate, that Commercial Component be a party to the foregoing agreement and, if so implemented, the costs thereunder may be added as one of the shared costs under the Shared Use Agreement.

(g) Non-Objection Agreement

The Condominium will enter into an agreement and undertaking with the Declarant (the "**Non-Objection Agreement**"), pursuant to which the Condominium agrees and undertakes as follows:

- (a) that it will not directly or indirectly object to or oppose any application by the Declarant or its affiliated, related or associated corporation(s) or their successors and assigns for severance, minor variance, site plan approval, subdivision approval, development, zoning, re-zoning, amendment to the Official Plan or secondary plan or any similar applications (including, without limitation, any applications for a change of use of any parking units, combined parking/storage units and/or storage units owned by the Declarant) with respect to the Overall

Development and further agrees that this paragraph may be pleaded as a complete bar to any objection thereto;

- (b) the Corporation irrevocably appoints the Declarant as attorney pursuant to the *Substitute Decisions Act, 1992*, S.O. 1992 (and any successor or replacement Act) to withdraw any objection made in breach of this provision. This power of attorney being coupled with an interest shall be irrevocable; and
- (c) the Corporation acknowledges that damages alone may not suffice to compensate the Declarant, or any affiliated, associated or related entity, from a breach of these provisions and the Declarant shall be entitled to equitable relief from the Court to cause the Corporation to abide with the terms hereof.

(h) Limitation Agreement

The Condominium will be obliged to enter into a limitation of liability agreement (the "**Limitation Agreement**") with the Declarant, which shall provide that: (i) the Condominium shall have no rights against the Declarant beyond those that are specifically granted to the Condominium under the *Ontario New Home Warranties Plan Act* and by the Tarion Warranty Corporation; (ii) the Condominium's only recourse against the Declarant for a final and binding resolution of any outstanding, incomplete or deficient items and any other matters relating to the Condominium that fall within the jurisdiction of the Tarion Warranty Corporation shall be through the process established for and administered by the Tarion Warranty Corporation; (iii) if required by the Declarant, in its discretion, the Condominium, together with the Declarant, shall appoint and constitute Tarion Warranty Corporation as a sole and final arbiter of all such matters; (iv) the Condominium shall indemnify and save the Declarant harmless from all actions, causes of actions, claims and demands for damages or loss which are brought by the Condominium in contravention of the Limitation Agreement; and (v) the Limitation Agreement shall not be terminated or terminable by the Condominium following the turnover meeting.

(i) Bulk Internet Agreement and Smart Home Technology Services

It is intended that internet service, as well as smart home technology services, to Residential Units will be provided on a bulk basis pursuant to one or more agreements to be entered into with Rogers Communications Inc. and/or other telecommunication services provider. The costs for the bulk internet service and smart home technology services will comprise common expenses of the Condominium and, as noted in the Budget Statement included with this Disclosure Statement, such costs shall be attributable to and payable by each owner of a Residential Unit on an equal basis rather than on the basis of such unit's proportion of common interest. As of the date of this Disclosure Statement, but subject to change by the Declarant, the proposal is that the bulk internet services and smart home technology services are anticipated to be provided for an initial term commencing on August 1, 2025 and to continue for a term of seven (7) years from the date of first occupancy. The initial monthly fee for the service will be approximately \$57.57 per month for each Residential Unit on the basis and assumption that the first occupancy takes place on or before August 1, 2025. If the first occupancy takes place in 2026 or later, the monthly rate shall increase by 3% each year. For example, if first occupancy takes place in 2026, the monthly fee during the term will increase by 3% in each year.

(j) Miscellaneous Contracts

The Declarant appointed Board will enter into such contracts as may be necessary or required for the provision of services to the Condominium including, without limitation, hydro, water, gas, landscaping, snow removal, pest control, security/concierge, elevator maintenance, window washing, Parking Garage sweeping and maintenance, garbage pick-up and disposal, provision of supplies, cleaning services, insurance, accounting services, and other such matters as may be required for the orderly operation of the business of the Corporation. Some or all of such contracts may be terminable under Section 112 of the Act.

11.3 Shared Use Agreement (Section 113 of the Act)

The Declarant intends to enter into one or more agreements for the mutual use, provision or maintenance or cost-sharing of facilities or services, including, but not limited to the Shared Use Agreement earlier described in this Disclosure Statement and as noted in respect possibly to the Block 140 Accessway as earlier described.

11.4 Condominium Corporation Assumption of Agreements

Declarant intends to enter into various agreements and obligations as part of the development and construction of the Condominium and the requirements of one or more governmental authorities, as well as agreements with neighbouring owners and/or service providers. Purchasers are advised that the Condominium will assume such agreements and obligations from the Declarant pursuant

to one or more assumption agreements that will be entered into on or after the registration of the Condominium. Some of the agreements and/or obligations to be assumed by the Condominium include, without limitation, the obligations and liabilities pursuant to:

- (i) development agreement(s), site plan agreement(s), and other agreements with the applicable governmental authorities or agencies, and any related easements and/or restrictive covenants;
- (ii) construction easement, reciprocal agreement(s), license and/or covenant agreements with neighbouring property owners;
- (iii) encroachment agreement(s), easement agreements and/or other agreements with one or more governmental authorities and/or agencies;
- (iv) tie backs, tie rods, crane swing and hoarding agreements with adjoining owners which may require the Corporation to comply with any ongoing obligations relating to future tie backs and crane swing arrangements with adjoining owners;
- (v) Meter Reading Agreement(s), utilities sub-metering agreements;
- (vi) Records of site condition, certificates of property use, and/or such other agreements relating to the environmental condition of the Property, as applicable; and
- (vii) easement, licence and/or other agreement(s) with service providers and/or utilities.

11.5 Proposed Insurance Trust Agreement (Section 114 of the Act)

The Corporation is authorized to enter into an Insurance Trust Agreement with a trust company registered under the *Loan and Trust Corporations Act* or a chartered Bank (the “**Trustee**”). The Declarant does NOT intend to enter into an Insurance Trust Agreement with a Trustee for the first year of operation of the Condominium.

XII AMALGAMATION

12.1 Statement Regarding Amalgamation

- (a) The Declarant does not intend to cause the Corporation to amalgamate with any other existing or proposed condominium corporation within sixty (60) days of the date of registration of the Corporation’s declaration and description nor does the Declarant have any knowledge that the Corporation intends to amalgamate with another corporation.
- (b) No amalgamation is intended or proposed between this Condominium and any other existing or proposed condominium corporation. Accordingly, no amalgamation documentation is available nor enclosed herewith.

XIII BUDGET STATEMENT

A Budget Statement for the one year period immediately following registration of the Declaration and the Description is included with this Disclosure Statement. Purchasers are advised that the Budget which accompanies this Disclosure Statement shall be increased at the rate of seven and one-half (7.5%) percent per annum after April 30, 2023. After such date, the total operating costs reflected in the Budget shall be increased by seven and one-half (7.5%) percent per annum with respect to all costs save and except for utility costs which may, in the sole and absolute discretion of the Declarant, be adjusted for the greater of the actual increase in such costs from the date of this Disclosure to the interim occupancy closing date for the first Residential Unit in the Condominium and seven and one-half (7.5%) percent per annum, which increase for each utility shall be determined by the Declarant in its sole and absolute discretion. Purchasers are advised that reference to April 30, 2023, shall not be construed or interpreted as a representation or warranty by the Declarant that registration of the Condominium shall take place on or before such date.

- 13.1 One of the largest components of the Budget Statement is the cost attributed to utilities and insurance. Purchasers are advised that, as a result of uncertainty in the natural gas, electricity and water distribution markets, as well as the condominium insurance industry, the Declarant’s reasonable assumptions regarding such utility and insurance costs may be incorrect as a result of circumstances which are not capable of being accurately predicted as of the date of registration of the Condominium and which are beyond the Declarant’s control. Consequently, prior to registration of the Condominium, the projected costs for such utilities and insurance shown in the Budget Statement which accompanies this Disclosure Statement shall be updated to reflect market conditions as of the date of registration as an alternative to applying an assumed inflation factor to such projected costs as provided in the Budget Statement (in the Declarant’s sole discretion). The Budget Statement which accompanies this Disclosure Statement and the common expenses

applicable to each unit shall be revised accordingly. Purchasers specifically acknowledge and agree that any increase in utility costs and/or insurance costs from that which was originally represented in the Budget Statement which accompanies this Disclosure Statement shall not be the responsibility of the Declarant, despite section 75 of the *Condominium Act, 1998*. Purchasers acknowledge that the possibility of an increase in utility costs and insurance costs has been properly disclosed and, consequently, any increase shall not constitute a material change to the Disclosure Statement or such Budget Statement. In addition, purchasers agree that this acknowledgement may be pleaded by the Declarant as a complete defense to any application or objection raised by purchasers in this regard.

XIV FEES OR CHARGES TO BE PAID TO THE DECLARANT OR OTHERS

- 14.1 The Condominium will be required to pay its proportionate share of the shared costs of the Shared Use Agreement as hereinbefore and hereinafter mentioned and as contemplated in the Budget Statement (hereinafter defined).
- 14.2 Additionally, the Condominium (and/or the unit owners) will be required to pay the costs and charges required to be paid to the Utility Provider, or if applicable, pursuant to the Utility Monitoring Agreements, if applicable. Purchasers are reminded of the earlier provisions pertaining to the possibility of separate metering for water consumption.
- 14.3 The Condominium will enter into the Management Agreement with the Manager and pay the management fees and other costs and charges more particularly set out in the Management Agreement and Budget Statement, copies of which accompany this Disclosure Statement.
- 14.4 Other than as may be set out in the Budget Statement, or charged by the board of the Condominium following its creation, there are currently no fees or charges forecast for the use of the Amenities to be contained within the Condominium.
- 14.5 Purchasers should refer to the Budget Statement, which accompanies this Disclosure Statement, for all common expenses of the Condominium, and particulars of the services being provided.

XV INTEREST ON DEPOSITS

- 15.1 Pursuant to subsection 82(8) of the Act, the Declarant is entitled to retain the excess of all interest earned on money held in trust over the interest the Declarant is required to pay to the purchaser under Section 82 of the Act.

XVI USE OF COMMON ELEMENTS

- 16.1 Other than as provided for in this Disclosure Statement, and subject to such easements and rights granted to the Commercial Component as well as use of the Service Units, the CCU and Sign Units, the Declarant does not intend to permit the common elements to be used for commercial or other purposes not ancillary to residential purposes.

XVII MAJOR ASSETS TO BE PROVIDED BY DECLARANT

- 17.1 The Declarant does not intend to provide major assets or property to the Corporation, other than the lobby furnishing, furnishings within the Amenities areas, and other furnishings which are in the general course of development of this Condominium. The Declarant shall determine the type of furnishings and equipment to be provided for the Condominium and in connection with all or any other amenity areas of the Condominium and common elements in its sole and absolute discretion, and same may be provided, if applicable, after registration of the Condominium under the Act.

XVIII UNITS, ASSETS OR SERVICES THE CORPORATION MUST PURCHASE FROM THE DECLARANT

- 18.1 Other than as provided in this Disclosure Statement or in the Budget, there are no units, assets or services that the Corporation is required to purchase or acquire from the Declarant, nor are there any agreements or leases that the Corporation must enter into with the Declarant or a subsidiary body corporate, holding body corporate or affiliated body corporate of the Declarant.

XIX ADJOINING LANDS

- 19.1 In order to construct the Overall Development, the site is currently subject to various planning applications. In addition to the Condominium and the Commercial Component, the planning applications will permit the development of the abutting lands.

XX RULES

- 20.1 Purchasers are hereby advised that pursuant to Section 58 of the Act, the Board may make, amend or repeal rules respecting the use of the units and common elements, in order to promote the safety, security and/or welfare of the owners and of the property and assets of the Condominium, or to

prevent unreasonable interference with the use and enjoyment of the common elements, the units and/or the assets of the Condominium. The Rules shall be reasonable and consistent with the provisions of the Act, the declaration and the By-laws of the Condominium. Every rule made by the Board shall be effective thirty (30) days after notice thereof has been given to each owner, unless the Board is in receipt of a written requisition requiring a meeting of the owners to consider same, or unless the rule (or an amendment to a rule) that has substantially the same purpose or effect as a rule that the owners have previously amended or repealed within the preceding two years, in which case such rule or the amendment thereto is not effective until the owners approve it, with or without amendment, at a meeting duly called for that purpose. If such a meeting of owners is requisitioned or otherwise called and convened, then those rules which are the subject matter of said requisition or meeting shall become effective only upon the approval of a majority of the owners (represented in person or by proxy) at such meeting.

The Rules shall be complied with and enforced in the same manner as the By-laws of the Condominium, but the owners may, at any time, and from time to time, amend or repeal a rule at a meeting of owners duly called for that purpose, and for greater certainty, each of the Rules shall be observed by all owners, and by all residents, tenants, invitees and licensees of the units.

Purchasers should pay specific attention to the proposed Rules of the Condominium accompanying this Disclosure Statement, which will be adopted and approved by the Board of the Condominium following the registration of the declaration, in accordance with the provisions of the Act. Amongst other things, these Rules restrict, regulate or otherwise deal with alterations to the common elements, the disposal of garbage, the emission of noise, the obstruction of walkways, the parking of vehicles, the planting of flowers, the utilization and installation of barbecue equipment, the keeping of pets and the implementation of any repair work between certain designated hours.

Purchasers should also note that all costs and damages incurred by the Condominium as a result of a breach of any of the Rules committed by any owner (or by such owner's tenants or guests) shall be borne by such owner and be recoverable by the Condominium against such owner in the same manner as common expenses.

XXI RESCISSION RIGHTS (SECTION 73 OF THE ACT)

21.1 The following is a copy of Section 73 of the Act which sets out the rescission rights available to a purchaser of a unit in the Condominium:

- "(1) A purchaser who receives a disclosure statement and the condominium guide under subsection 72 (1) may, in accordance with this section, rescind the agreement of purchase and sale before accepting a deed to the unit being purchased that is in registerable form.
- (2) To rescind an agreement of purchase and sale under this section, a purchaser or the purchaser's solicitor shall give a written notice of rescission to the declarant or to the declarant's solicitor who must receive the notice within 10 days of the latest of,
 - (a) the date that the purchaser receives the disclosure statement;
 - (b) the date that the purchaser receives a copy of the applicable condominium guide under section 71.1; and
 - (c) the date that the purchaser receives a copy of the agreement of purchase and sale executed by the declarant and the purchaser.
- (3) If a declarant or the declarant's solicitor receives a notice of rescission from a purchaser under this section, the declarant shall promptly refund, without penalty or charge, to the purchaser, all money received from the purchaser under the agreement and credited towards the purchase price, together with interest on the money calculated at the prescribed rate from the date that the declarant received the money until the date the declarant refunds it."

XXII RESCISSION RIGHTS UPON MATERIAL CHANGE (SECTION 74 OF THE ACT)

22.1 The following is a copy of Section 74 of the Act which sets out what constitutes a "material change" and the rescission rights available to a purchaser of a unit in the Condominium in the event of a material change to the disclosure statement:

- "(1) Whenever there is a material change in the information contained or required to be contained in a disclosure statement delivered to a purchaser under subsection 72 (1) or a revised disclosure statement or a notice delivered to a purchaser under this section, the declarant shall deliver a revised disclosure statement or a notice to the purchaser.
- (2) In this section,

"material change" means a change or a series of changes that a reasonable purchaser, on an objective basis, would have regarded collectively as sufficiently important to the decision

to purchase a unit or proposed unit in the corporation that it is likely that the purchaser would not have entered into an agreement of purchase and sale for the unit or the proposed unit or would have exercised the right to rescind such an agreement of purchase and sale under section 73, if the disclosure statement had contained the change or series of changes, but does not include,

- (a) a change in the contents of the budget of the corporation for the current fiscal year if more than one year has passed since the registration of the declaration and description for the corporation,

- (b) a substantial addition, alteration or improvement within the meaning of subsection 97 (6) that the corporation makes to the common elements after a turn-over meeting has been held under section 43,

Note: On a day to be named by proclamation of the Lieutenant Governor, clause (b) of the definition of “material change” in subsection 74 (2) of the Act is repealed and the following substituted:

- (b) a substantial modification, within the meaning of subsection 97 (9), that is an addition, alteration or improvement that the corporation makes to the common elements after a turn-over meeting has been held under section 43,

- (c) a change in the portion of units or proposed units that the declarant intends to lease,

- (d) a change in the schedule of the proposed commencement and completion dates for the amenities of which construction had not been completed as of the date on which the disclosure statement was made, or

- (e) a change in the information contained in the statement described in subsection 161 (1) of the services provided by the municipality or the Minister of Municipal Affairs and Housing, as the case may be, as described in that subsection, if the unit or the proposed unit is in a vacant land condominium corporation.

Note: On a day to be named by proclamation of the Lieutenant Governor, the definition of “material change” in subsection 74 (2) of the Act is amended by striking out “or” at the end of clause (d) and by adding the following clauses:

- (f) except as is otherwise prescribed, an increase of less than 10 per cent in the common expenses mentioned in any part of subsection 72 (6), determined in accordance with the regulations,

- (g) except as is otherwise prescribed, an increase in the common expenses mentioned in any part of subsection 72 (6) if it is the result of the application, in the prescribed manner, of any prescribed taxes, levies or charges, or

- (h) anything that is prescribed.

- (3) The revised disclosure statement or notice required under subsection (1) shall clearly identify all changes that in the reasonable belief of the declarant may be material changes and summarize the particulars of them.

Note: On a day to be named by proclamation of the Lieutenant Governor, subsection 74 (3) of the Act is repealed and the following substituted:

(3) The revised disclosure statement or notice required under subsection (1) shall be prepared in accordance with the regulations, shall clearly identify all changes that, in the reasonable belief of the declarant, are or may be material changes and shall summarize the particulars of them in the prescribed manner.

- (4) The declarant shall deliver the revised disclosure statement or notice to the purchaser within a reasonable time after the material change mentioned in subsection (1) occurs and, in any event, no later than 10 days before delivering to the purchaser a deed to the unit being purchased that is in registerable form.

Note: On a day to be named by proclamation of the Lieutenant Governor, subsection 74 (4) of the Act is amended by striking out “within a reasonable time” and substituting “as soon as reasonably possible”.

- (5) Within 10 days after receiving a revised disclosure statement or a notice under subsection (1), a purchaser may make an application to the Superior Court of Justice for a determination whether a change or a series of changes set out in the statement or notice is a material change.

- (6) If a change or a series of changes set out in a revised disclosure statement or a notice delivered to a purchaser constitutes a material change or if a material change occurs that the declarant does not disclose in a revised disclosure statement or notice as required by subsection (1), the purchaser may, before accepting a deed to the unit being purchased

that is in registerable form, rescind the agreement of purchase and sale within 10 days of the latest of,

- (a) the date on which the purchaser receives the revised disclosure statement or the notice, if the declarant delivered a revised disclosure statement or notice to the purchaser;
 - (b) the date on which the purchaser becomes aware of a material change, if the declarant has not delivered a revised disclosure statement or notice to the purchaser as required by subsection (1) with respect to the change; and
 - (c) the date on which the Superior Court of Justice makes a determination under subsection (5) or (8) that the change is material, if the purchaser or the declarant, as the case may be, has made an application for the determination.
- (7) To rescind an agreement of purchase and sale under this section, a purchaser or the purchaser's solicitor shall give a written notice of rescission to the declarant or to the declarant's solicitor.
- (8) Within 10 days after receiving a notice of rescission, the declarant may make an application to the Superior Court of Justice for a determination whether the change or the series of changes on which the rescission is based constitutes a material change, if the purchaser has not already made an application for the determination under subsection (5).
- (9) A declarant who receives a notice of rescission from a purchaser under this section shall refund, without penalty or charge, to the purchaser, all money received from the purchaser under the agreement and credited towards the purchase price, together with interest on the money calculated at the prescribed rate from the date that the declarant received the money until the date the declarant refunds it.
- (10) The declarant shall make the refund,
- (a) within 10 days after receiving a notice of rescission, if neither the purchaser nor the declarant has made an application for a determination described in subsection (5) or (8) respectively; or
 - (b) within 10 days after the court makes a determination that the change is material, if the purchaser has made an application under subsection (5) or the declarant has made an application under subsection (8).
- Note: On a day to be named by proclamation of the Lieutenant Governor, section 74 of the Act is amended by adding the following subsections:**
- (11) A person who is or was a purchaser may make an application to the Superior Court of Justice for an order under subsection (12).
- (12) The court, if satisfied that the declarant has, without reasonable excuse, failed to comply with subsection (1), (3), (4), (9) or (10),
- (a) shall order that the declarant pay damages to the person for the loss that the person incurred as a result of the declarant's acts of non-compliance with subsection (1), (3), (4), (9) or (10), as the case may be;
 - (b) shall order that the declarant pay the person's costs of the application;
 - (c) may order the declarant to pay to the person an additional amount not to exceed \$10,000; and
 - (d) may order the declarant to comply with subsection (1), (3), (4), (9) or (10), as the case may be."

XXIII MISCELLANEOUS MATTERS

NOTE: Any capitalized terms herein are to be defined as per the agreement of purchase and sale in the case of a conflict or inconsistency.

- 23.1 Telephone and television services for each Residential Unit are to be paid for directly by the owner. Notwithstanding the foregoing, it is anticipated that internet services, as well as smart community services via the 1Valet app, will be provided to the Condominium on a bulk basis as part of the common expenses of the Condominium and each owner of a Residential Unit will therefore not have to contract independently with the supplier of telecommunication services for internet services.
- 23.2 In rooms or areas of the Residential Unit in which there are extensive glass windows (extended glazing) or glass doors which, during certain times of the day result in strong or prolonged penetration of sunlight or wind-chill, cooling and heating levels which are standard in other parts of the unit, during times when no such strong or prolonged penetration of sunlight or wind-chill takes place, may not be achieved. No supplemental heating or cooling equipment will be provided for this purpose.

- 23.3 In rooms or areas of the Residential Unit having extensive glass windows, the cooling and heating levels which are standard in other parts of the Residential Unit, may not be achieved. No supplemental heating or cooling equipment will be provided for this purpose.
- 23.4 The distances between any buildings (inclusive of the Adjoining Components) shown on any site plan or model, and any neighbouring or adjacent buildings are approximate only and/or may be modified during construction.
- 23.5 The wires, cables and fittings comprising the electrical system and communications system servicing the Condominium may be owned by the Declarant and/or the suppliers thereof.
- 23.6 The Declarant (or any affiliate) is presently, or may in the future be, processing a rezoning, official plan, severance and/or site plan approval application (or any related and ancillary applications with respect to the Property. The Purchaser hereby covenants and agrees that he/she shall not oppose any such applications and this covenant may be pleaded as an estoppel or bar to any opposition or objection raised by the Purchaser thereto or in aid of an injunction restraining such opposition. The Purchaser agrees not to, whether directly or indirectly impede or delay the process of obtaining any rezoning, official plan amendments, site plan amendments, building plans, draft plans of subdivision or condominium, severance, variance or rezoning applications brought by the Declarant (or any affiliate), its successors and assigns or related and/or affiliated companies, with regard to any approvals of present or future uses of the Property.
- 23.7 Purchasers are advised that the Declarant cannot guarantee (and will not be responsible for) the arrangement of a suitable move-in time for purposes of accommodating the Purchaser's occupancy of the Residential Unit on the Occupancy Date, including use of elevators and the moving corridor area(s) (or any acceleration or extension thereof as hereinbefore provided), and that the Purchaser shall be solely responsible for directly contacting the Declarant's customer service office or property management office in order to make suitable booking arrangements with respect to the Condominium's service elevator, if applicable (with such booking being allotted on a "first come, first served" basis), and under no circumstances shall the Purchaser be entitled to any claim, refund, credit, reduction/abatement or set-off whatsoever against any portion of the Purchase Price, or against any portion of the common expenses or other adjustments with respect thereto (nor with respect to any portion of the monthly occupancy fees so paid or payable, if applicable) as a result of the service elevator not being available to accommodate the Purchaser moving into the Condominium on (or within any period of time after) or the Occupancy Date (or any acceleration or extension thereof, as aforesaid).
- 23.8 Purchasers are advised that wind conditions on certain balconies and/or terraces may impact on the use and enjoyment of said balconies and/or terraces. Further, intermittent wind conditions may result in objects being blown around and/or off balconies and terraces. Purchasers are advised to secure all furniture and fixtures on balconies and/or terraces in order to avoid said furniture and fixtures from blowing off of balconies and/or terraces, and to not store or leave loose items unattended. The Declarant assumes no responsibility or liability for items that may blow off of balconies and/or terraces and either become damaged or cause damage. The Purchaser acknowledges that the Declarant makes no assertions related to wind velocities on exclusive use and common outdoor balconies and terraces or outdoor amenity spaces, if any. From time to time, wind velocities and other inclement weather conditions will affect the enjoyment of the outdoor spaces, if any.
- 23.9 The Purchaser is hereby advised that the Declarant's builder's risk and/or comprehensive liability insurance (effective prior to the registration of the Condominium), and the Condominium's master insurance policy (effective from and after the registration of the Condominium) will only cover the common elements and the standard unit and will not cover any betterments or improvements made to the standard unit, nor any furnishings or personal belongings of the Purchaser or other residents of the Unit, and accordingly the Purchaser should arrange for his or her own insurance coverage with respect to same, effective from and after the Occupancy Date, all at the Purchaser's sole cost and expense and in accordance with the Occupancy License appended to and forming part of the Agreement of Purchase and Sale.
- 23.10 The Condominium may be subject to various easements in the nature of a right of way in favour of adjoining and/or neighbouring land owners for utilities, construction and to permit ingress and egress to those properties, as well as easements relating to tie backs, tie rods, crane swing and hoarding.
- 23.11 The Purchaser hereby acknowledges that noise levels caused by the Condominium's mechanical equipment, the loading and unloading of vehicles in the Commercial Component and the daily operation of businesses within the Commercial Component may occasionally cause noise and inconvenience to Unit occupants. Purchasers are advised that it is currently contemplated that the Commercial will consist of commercial/retail space located primarily within the first level of the buildings.
- 23.12 The Purchaser acknowledges and agrees that despite the inclusion of noise control features in this development area and within the Residential Units, noise levels from increasing road traffic on The Gore Road, commercial operations in the buildings as well as in the vicinity of the buildings, as well

as public transit traffic and pedestrian uses along the public walkways, may continue to be of concern, occasionally interfering with some activities of the dwelling occupant as the noise level exceeds the City's and the Ministry of Environment, Conservation and Parks ("MOECP") noise criteria. Air conditioning has been installed to achieve adequate interior sound levels. All dwelling units will be equipped with seasonal central air conditioning.

23.13 The Purchaser is advised and acknowledges that:

- (a) noise levels caused by the Condominium's emergency generator, bank of elevators, stair doors, vents, shafts, garbage chutes, mechanical equipment, move-in bays and ancillary moving facilities and areas, and by the Condominium's indoor recreation facilities, may occasionally cause noise and inconvenience to the residential occupants;
- (b) noise levels caused by the Condominium's mechanical equipment, the loading and unloading of vehicles and the daily operation of businesses within the vicinity may occasionally cause noise and inconvenience to Unit occupants;
- (c) as and when the Condominium is still under construction and when other residential units in the Condominium are being completed and/or moved into, excessive levels of noise, vibration, dust and/or debris are possible, and same may accordingly temporarily cause noise and inconvenience to the residential occupants; and
- (d) certain businesses which are permitted in the Commercial Component including, but not limited to, restaurants, may produce noise and/or odours that may cause inconvenience to the residential occupants.

23.14 The Purchaser is advised and acknowledges the Declarant reserves the right to increase or decrease the final number of Residential Units, Parking Units, Storage Unit, bicycle storage spaces, and/or other ancillary units intended to be created within the Condominium, as well as the right to alter the design, style, size and/or configuration of the Residential Units ultimately comprised within the Condominium which have not yet been sold by the Declarant to any unit purchaser(s), all in the Declarant's sole and absolute discretion, and the Purchaser expressly acknowledges and agrees to the foregoing, provided that the final budget for the first year following registration of the Condominium is prepared in such a manner so that any such variance in the Residential Units, Parking Units, Storage Units, bicycle storage spaces ,and/or other ancillary unit count will not affect, in any material or substantial way, the percentages of common expenses and common interests allocated and attributable to the Residential Units and/or Parking Units and/or Storage Unit sold by the Declarant to the Purchaser. Without limiting the generality of the foregoing, Purchasers further acknowledge and agree that one or more Residential Units situate adjacent to one another may be combined or amalgamated prior to the registration of the Condominium, in which case the common expenses and common interests attributable to such proposed former units will be incorporated into one figure or percentage in respect of the final combined Unit, and the overall Residential Unit count of the Condominium will be varied and adjusted accordingly. None of the foregoing changes or revisions (if implemented) shall in any way be considered or construed as a material change to the disclosure statement prepared and delivered by the Declarant to the Purchasers.

23.15 The Purchaser is advised and acknowledges that typical noise associated with the use of the amenity spaces and mechanical facilities may occasionally interfere with some activities within the Unit. Purchasers acknowledge that they have reviewed the draft condominium plan provided to them within the Disclosure Statement and, in consideration of both their location on a particular level and their location beneath or above certain amenities and mechanical facilities, are satisfied with respect to their proximity to the proposed amenities and mechanical facilities located on their respective level.

23.16 Purchasers of Residential Units on lower levels and those on the upper levels are advised that units on these floors are located in proximity to the indoor and outdoor amenity areas and noise and odours may be noticed by such Purchasers and may impact the Purchasers.

23.17 The Purchaser is advised and acknowledges that it is currently contemplated that the snow removal for the site will not be completed by the City of Brampton. The Purchaser acknowledges that the property will be subject to an agreement addressing snow removal and the cost of same will be included in the common expense fees.

23.18 The Purchaser is advised and acknowledges that their individual Parking Unit and/or Storage Unit (if purchased) may contain structural obstructions such as a wall(s), column(s), drains, pipes and ducts and mechanical equipment within the boundaries of such Parking Unit and/or Storage Unit.

23.19 The Purchaser acknowledges and agrees that the Declarant (and any of its authorized agents, representatives and/or contractors), as well as one or more authorized representatives of the Condominium, shall be permitted to enter the Unit after the Title Transfer Date, from time to time, in order to enable the Declarant to correct outstanding deficiencies or incomplete work for which the Declarant is responsible, and to enable the Condominium to inspect the condition or state of repair of the Unit and undertake or complete any requisite repairs thereto (which the owner of the Unit has failed to do) in accordance with the Act.

- 23.20 The Purchaser acknowledges and agrees that the Declarant reserves the right to add or relocate certain mechanical equipment within the Unit, including, but not limited to, a fan coil or heat pump system and ancillary equipment, to be located and placed along either the interior of an outside wall or an interior demising wall, in accordance with engineering and/or architectural requirements.
- 23.21 The Purchaser is advised and acknowledges that the Declarant shall have the right to substitute any level in the Condominium with an alternative floor plate containing a modified design of units and/or number of units on the level. In the event that such modification becomes necessary, there shall be a reallocation of each purchaser's proportionate percentage and the Budget shall be modified accordingly and the units and level numbers shall be re-numbered accordingly. The Purchaser acknowledges that none of the foregoing changes or revisions (if implemented) shall in any way be considered or construed as a material change to the disclosure statement prepared and delivered by the Declarant to the Purchaser in connection with this transaction.
- 23.22 The Purchaser is advised and acknowledges that the Declarant's marketing material including, but not limited to, sales office displays, building models, suite vignettes, building renderings, floor plans and site drawings and renderings ("Marketing Material") which they may have reviewed prior to the execution of this Agreement remains conceptual and that final building plans are subject to the final review and approval of any applicable governmental authority and the Declarant's design consultants and engineers, and accordingly such Marketing Material does not form part of this Agreement or the Declarant's obligations hereunder.
- 23.23 The Purchaser acknowledges that the Declarant has made no representation regarding the site lines and view from the Unit, and without limiting the generality of the foregoing, the Purchaser shall not rely on any scale models, view photography, renderings, or other marketing materials. In addition, purchasers are advised that other adjoining and neighbouring landowners may develop or redevelop their properties which may impact on the site lines and views from the Unit.
- 23.24 The Purchaser acknowledges being advised of the following notices:
- (a) Whereas, despite the best efforts of the Dufferin-Peel Catholic District School Board, sufficient accommodation may not be available for all anticipated students at local schools, you are hereby notified that it may be necessary for Elementary and/or Secondary students from this development to be accommodated in facilities outside of the community depending on availability of space
 - (b) Despite the best efforts of the Dufferin-Peel District School Board, sufficient accommodation may not be available in the neighbourhood schools for all students anticipated from the development area. Students may be accommodated in school facilities outside the neighbourhood or students may later be transferred to other school facilities.
- 23.25 Purchasers are advised that noise levels caused by the Condominium's cooling tower, emergency generator, bank of elevators, garbage chutes, overhead electric garage doors, mechanical equipment, loading area, moving room and/or recreation facilities may cause noise and inconvenience to the residential occupants.
- 23.26 Purchaser acknowledges having been advised that the Declarant may, in its sole and absolute discretion, provide a Public Art installation within the Overall Development ("Art Object") and the Declarant may, in its sole and absolute discretion, transfer the Art Object to the Condominium or convey the Art Object to a governmental authority including the City or a charitable body. In either event, if the Declarant provides an Art Object, the Condominium will be obligated to maintain the Art Object. Any Art Object portrayed on the brochures, drawings, plans, advertisements, sales office displays or other marketing materials is conceptual only and remains subject to review and approval by the City of Brampton and applicable governmental authorities and/or agencies thereof, and may ultimately be replaced with a different Art Object or no Art Object if the requisite governmental approvals are not obtained.
- 23.27 The Purchaser acknowledges and agrees that the views from the Condominium (including those views that exist after completion and construction of the Condominium and those views shown on any site plan, marketing materials, signs, artists renderings or scale model) may be blocked, altered or obscured due to development and construction activities within the Municipality and/or nearby or surrounding lands.
- 23.28 The Condominium may contain signage on those portions of the exterior façade of the Condominium that are in the vicinity of the freehold commercial/retail component, which signs may contain lights or may be lit up by some form of lighting system. Purchasers are hereby advised that such signage lighting features or systems, if installed, may result in light and/or noise entering the units and/or balconies, terraces, or other common areas of the Condominium, and may interfere with the activities and enjoyment of the Units and/or balconies, terraces, or other common areas of the Condominium by the occupants.
- 23.29 Recycling of refuse may be required by the Municipality and residents will be required to sort refuse in accordance with the recycling requirements of the Municipality.

- 23.30 The Purchaser is advised that the balconies and/or terraces appurtenant to the residential units may be occupied and/or utilized, from time to time, by the Declarant, the Condominium Corporation, and/or the Condominium Corporation's property manager for the purpose of inspecting, repairing, replacing, and/or cleaning of any windows, window systems and/or the façade of the Condominium. The Purchaser shall not object and/or restrict, hinder or delay such access, occupation, and use of the balconies and/or terraces.
- 23.31 The Purchaser is advised that the Declarant may (in its sole discretion, due to site conditions or constraints, or for marketing considerations, or for any other legitimate reason, including without limitation any request or requirement of any of the governmental authorities or any request or requirement of the Declarant's architect or other design consultants) change, vary or modify the plans and specifications pertaining to the Residential Units, Parking Units, Storage Units, ancillary units, common areas, and/or the Condominium in general (including architectural, structural, engineering, landscaping, grading, mechanical, site servicing and/or other plans and specifications, and the total number of units, levels or floors within the Condominium) from the plans and specifications existing at the inception of the project, or existing at the time that the Purchaser has entered into his or her Agreement of Purchase and Sale, and the Purchaser is deemed to have absolutely no claim or cause of action whatsoever against the Declarant or its sales representatives (whether based or founded in contract, tort or in equity) for any such changes, deletions, alterations or modifications, nor shall Purchasers be entitled to any abatement or reduction in the purchase price whatsoever as a consequence thereof. Purchasers are advised to review the Agreement of Purchase and Sale for further provisions relating to the foregoing.

It is anticipated by the Declarant that in connection with its application to the governmental authorities for draft plan of condominium approval certain requirements may be imposed upon the Declarant or the Declarant by the governmental authorities. These requirements (the "**Requirements**") usually relate to warning provisions to be given to purchasers in connection with environmental or other concerns (such as warnings relating to noise levels, the proximity of the Buildings to major streets and similar matters). Accordingly, each Purchaser covenants and agrees that on either the Firm Occupancy Date or the Closing Date, as determined by the Declarant, the Purchaser shall execute any and all documents required by the Declarant acknowledging, inter alia, that the Purchaser is aware of the Requirements and if the Declarant or declarant is required to incorporate the Requirements into the final Declaration, By-Laws and/or Rules of the Condominium, each Purchaser shall accept the same, without in any way affecting this transaction and without same being deemed to be a material change.



Budget Statement

Budget Statement for the Common Expenses for the year following registration of
the Declaration and the Description - hereinafter called CityPointe Heights
Condominiums located at 15 Skyridge Drive, Brampton, ON



Budget statement for the common expenses for the year following registration of the declaration and description

	<u>Budget</u>
UTILITIES	
Telephones	7,400
Rogers Bulk Internet and Smart Home Service	453,882
Hydro	260,000
Gas	330,000
Water	190,000
TOTAL UTILITIES	\$1,241,282
CONSULTING	
Performance Audit	\$30,500
Reserve Fund Study	9,500
TOTAL CONSULTING	\$40,000
CONTRACT SERVICES	
Contract Superintendent and Cleaning	275,200
Landscaping and Snow Removal	65,000
Waste Removal	42,000
In-Suite HVAC Maintenance	74,500
In-Suite Filters	144,000
Concierge	320,000
Generator Maintenance	5,400
Life Safety & Security System	19,500
Monitoring	5,600
Building Equipment Maintenance	81,000
Elevators	70,000
Window Cleaning	39,000
Pest Control	5,200
Odour Control	3,200
Amenity Area Equipment	12,000
TOTAL CONTRACT SERVICES	\$1,161,600
REPAIRS & MAINTENANCE	
Electrical	2,200
Plumbing & Backflow Preventer Mtce	5,500
Housekeeping - Non-Contract	20,000
Locks & Doors	2,500
Cleaning and Hardware Supplies	6,600
Lighting Supplies	2,200
Waste Disposal Equipment	11,500
Security & Access Equipment	5,200
Fire Safety - Non Contract	12,500
Landscaping & Snow Removal - Non Contract	22,500
Garage Doors	3,600
Exterior Building Maintenance	7,500
Amenities Maintenance	18,000
Garage Cleaning	6,500
Building Repairs and Maintenance	12,500
TOTAL REPAIRS & MAINTENANCE	\$138,800
ADMINISTRATION	
Property Management Fees	395,000



Budget statement for the common expenses for the year following registration of the declaration and description

	Budget
Insurance	175,000
Legal Fees	2,600
Audit Fees	7,500
Condominium Authority of Ontario	15,800
AGM and Meeting Costs	6,300
Condominium Management Software	7,900
Bank Charges	560
Office Expenses	12,000
TOTAL ADMINISTRATION	\$622,660
SHARED FACILITIES	
Property Management Fees	13,560
Legal Fees	1,200
Audit Fees	2,500
Office Expenses	2,000
Insurance	175,000
Security	80,000
Contract Superintendent and Cleaning	275,200
Life Safety	19,500
Generator	5,400
Utilities	787,400
Garage Doors	3,600
Garage Cleaning	6,500
Landscaping and Snow Removal	65,000
Elevators	70,000
HVAC Maintenance	299,500
Window Cleaning	39,000
Building Repairs and Maintenance	12,500
Items Included in Residential Operating Budget	(1,838,600)
Retail Shared Proportional Recovery @ 4%	(74,314)
TOTAL NET SHARED FACILITIES COST	(\$55,054)
EXPENDITURES	
Reserve Fund Contribution @ 15%	464,135
TOTAL EXPENDITURES	3,558,368
REVENUE	
Common Expense Fees	3,104,486
Bulk Internet and Smart Home Services Income	453,882
TOTAL COMMON EXPENSE FEES	\$3,558,368



NOTES TO THE BUDGET

I.

MONTHLY INDIVIDUAL COMMON ASSESSMENT AND BULK INTERNET AND SMART HOME CHARGES

The total monthly common assessment charge for each unit is determined by dividing by twelve (12) each of, (i) the total budgeted Bulk Internet and Smart Home service charges attributed to the Property (\$453,882), and (ii) the total of all other budgeted common expense charges attributed to the property (\$3,104,486). The Bulk Internet and Smart Home Service amount is then multiplied by the unit's percentage contribution to the Bulk Internet and Smart Home Service, as shown in Schedule "D" of the proposed Declaration attributed to the Bulk Internet and Smart Home charges and the amount of all other budgeted expenses is multiplied by the unit's percentage to the contribution to the common expenses, as shown in the other column of percentages in Schedule "D". Both amounts are added together to find the total monthly individual common charge.

II

OPERATING EXPENSES

1 UTILITIES	\$ 1,241,282
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Telephones	\$ 7,400
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The cost of the phone lines for common areas only including interphone, concierge, management office, amenity space and elevators.

Rogers Bulk Internet and Smart Home Service	\$ 453,882
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The cost of providing the Owners with a Bulk Internet and Smart Home Service from Rogers. Additional details in note 12 below.

Hydro	\$ 260,000
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The budget is based on comparable building requirements and the current rates from Brampton Hydro of 10.3 cents per kilowatt hour and administrative / distribution charges have been escalated by 3% and compounded annually. The budget includes electricity charges for the common areas only. Each unit will be separately metered or check metered and the cost of consumption to the unit will be the responsibility of the individual unit owner. Should the rates for hydro at the time of registration be greater than 10.63 cents per kilowatt hour or the administrative / distribution charges have increased between the current charges, then the budget will be adjusted accordingly to reflect the rates at the time of registration.

Gas	\$ 330,000
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The budget is based on comparable building requirements and the current rates from Enbridge Gas of 13.98 cents per cubic meter and



NOTES TO THE BUDGET

administrative/ distribution charges have been escalated by 3% and compounded annually. The budget includes natural gas costs for the common areas and units on a bulk billing basis. Should the rates for gas at the time of registration be greater than 15.28 cents per cubic meter or the administrative / distribution charges have increased between the current charges, then the budget will be adjusted accordingly to reflect the rates at the time of registration.

Water	\$ 190,000
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The budget is based on comparable building requirements and the current rates from Peel Region of \$1.95 per cubic meter have been escalated by 3% and compounded annually. The budget includes water and sewage charges for the common areas only. Each unit will be separately metered or check metered and the cost of consumption to the unit will be the responsibility of the individual unit owner. Should the rates for water at the time of registration be greater than \$2.00 per cubic meter, then the budget will be adjusted accordingly to reflect the rates at the time of registration.

2 CONSULTING	\$ 40,000
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Performance Audit	\$30,500
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The cost of the engineering study, to be conducted by the Declarant Board of Directors, to examine the common element areas and to file the report with Tarion Warranty Corporation during the first year of the corporation, after registration of the declaration and description. This is a one-time expense. The Declarant shall arrange for an Agreement on behalf of the Corporation with an independent engineering consultant to prepare a Performance Audit within one (1) year immediately following registration of the Declaration and the Description. The Performance Audit shall be conducted by professional consulting engineers who shall make a thorough examination of the common element areas and assess the as-constructed condition of the various systems and components of the common element areas in order to provide the corporation with a report on the common element areas which will assist the corporation in assessing repair and maintenance requirements and in preserving any rights which the corporation may have under the Ontario New Home Warranties Plan Act. The Corporation is not restricted to the consulting engineers for the Performance Audit being prepared as set out herein, However, in the event that the corporation retains an alternate and/or additional consulting engineer to undertake the Performance Audit, at a higher cost than the Contracted Price negotiated by the Declarant, then the Declarant shall only be responsible for the amount of the Contracted price, pursuant to Section 75 of the Condominium Act, and any expenses in excess of this stated amount shall be the sole responsibility of the condominium corporation.

Reserve Fund Study	\$ 9,500
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The Condominium Act of Ontario (Section 94(4)) requires every condominium corporation to establish a reserve fund based on a study to be conducted in the first year after registration. Section 94(7) allows



NOTES TO THE BUDGET

for the reserve fund study to be expensed from the reserve fund.

3 CONTRACT SERVICES	\$1,161,600
Contract Superintendent and Cleaning	\$ 275,200
To supply a full-time building superintendent (Monday to Friday) along with three contract cleaners 7.5 hours/day for 365 days per year.	
Landscaping and Snow Removal	\$ 65,000
The cost of maintaining the lawns in summer and snow removal from driveways and parking areas in winter months.	
Waste Removal	\$ 42,000
The estimated cost to remove waste from the site over and above that which is included by Region of Peel.	
In-Suite HVAC Maintenance	\$ 74,500
To change filters and maintain the in-suite HVAC units twice per year.	
In-Suite Filters	\$ 144,000
The cost for supplying in-suite and common area equipment filters twice per year.	
Concierge	\$ 320,000
To provide contract concierge services on a 24 hours per day basis, 365 days per year in addition to one patrol/parcel guard 12 hours per day	
Generator Maintenance	\$ 5,400
To inspect the emergency generator on a semi-annual basis and maintain it as may be required.	
Life Safety & Security System	\$ 19,500
To inspect and maintain the life safety and security systems during the year as required by law and/or as may be required.	
Monitoring	\$ 5,600
The cost of 3rd Party Monitoring the Corporation's Life Safety Systems.	
Building Equipment Maintenance	\$ 81,000



NOTES TO THE BUDGET

To maintain the common area building mechanical equipment according to manufacturers' specifications including chillers and boilers.

Elevators \$ **70,000**

The cost of an all inclusive contract to maintain the elevators as required by law.

Window Cleaning \$ **39,000**

To clean all inaccessible windows once during the year.

Pest Control \$ **5,200**

To spray the common area garbage and compactor rooms once per month.

Odour Control \$ **3,200**

Contract to mechanically control and odorize the Corporation's garbage areas.

Amenity Area Equipment \$ **12,000**

The cost to maintain the Amenity Areas including indoor and outdoor amenity spaces.

4 REPAIRS & MAINTENANCE \$ **138,800**

Electrical \$ **2,200**

This is the estimated cost for minor electrical repairs as required which would not be covered under warranty.

Plumbing & Backflow Preventer Mtce \$ **5,500**

Provision for minor plumbing repairs including the annual testing and maintenance of the backflow preventer.

Housekeeping - Non-Contract \$ **20,000**

This is the estimated cost of additional housekeeping costs as required including additional costs due to COVID-19 protocols.

Locks & Doors \$ **2,500**

The estimated cost of minor repairs to locks and doors not covered under warranty.

Cleaning and Hardware Supplies \$ **6,600**



NOTES TO THE BUDGET

The estimated cost of cleaning supplies and materials not covered under the Housekeeping Agreement including supplies for the amenity areas and working tools for the Corporation's Staff.

Lighting Supplies \$ **2,200**

The cost of replacing bulbs and electrical fixtures including underground parking garage lighting

Waste Disposal Equipment \$ **11,500**

The cost of maintaining the Corporation's garbage systems including compactor, sorters and bins

Security & Access Equipment \$ **5,200**

Maintenance of the Corporation's fob access control system and cameras.

Fire Safety - Non Contract \$ **12,500**

Maintenance of the Corporation's Fire Safety Systems pursuant to the annual inspection.

Landscaping & Snow Removal - Non Contract \$ **22,500**

The cost of landscaping and snow removal not covered under the annual contract including the planting of flowers and salt in winter months

Garage Doors \$ **3,600**

The cost of minor repairs and maintenance to the underground parking garage overhead door as required.

Exterior Building Maintenance \$ **7,500**

Provision for minor repairs and maintenance to the exterior common areas as required.

Amenities Maintenance \$ **18,000**

Estimated cost of maintaining the Corporation's Amenity areas including the exercise gym, and exterior features

Garage Cleaning \$ **6,500**

The cost of power sweeping and washing the underground parking garage once per year



NOTES TO THE BUDGET

Building Repairs and Maintenance \$ **12,500**

This is the estimated cost for minor repairs and maintenance to the interior common areas as required.

5 ADMINISTRATION	\$ 622,660
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Property Management Fees \$ **395,000**

This covers the cost of the services of a condominium management company to administer the affairs of the condominium corporation and as detailed in the property management agreement included in the Disclosure Statement Package. This includes one full-time Licensed Condominium Manager and two Assistant Condominium Managers dedicated to the condominium on a full-time basis.

Insurance \$ **175,000**

This amount covers all insurance costs, including fire (all risk), comprehensive general liability, all major equipment and directors and officers liability coverage, as applicable.

Legal Fees \$ **2,600**

Provision has been made for the appointment of independent legal counsel for the corporation at the discretion of the Board of Directors and to a maximum amount of \$2,600.00 plus HST.

Audit Fees \$ **7,500**

Section 43(7) of the Condominium Act requires an audit sixty (60) days after the turnover and Section 67 requires an audit for each fiscal year. This provision is the estimated cost to complete both the audits during the year.

Condominium Authority of Ontario \$ **15,800**

Annual cost of complying with the Condominium Authority of Ontario along with the additional cost of providing the regulatory forms in accordance with the Ontario Condominium Act.

AGM and Meeting Costs \$ **6,300**

The cost of printing and mailing of AGM package to owners along with providing a recording secretary for the AGM and monthly board of directors meetings.

Condominium Management Software \$ **7,900**

The cost of maintaining Condominium Management Communication Software for the benefit of the residents.

Bank Charges \$ **560**

Annual maintenance charges for corporation's bank accounts including



NOTES TO THE BUDGET

EFT withdrawals.

Office Expenses	\$ 12,000
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This budgeted amount provides for any office expenses directly related to the operation of the corporation including the services of a minute taker for board meetings, various office supplies, photocopying, mailings, the annual general meeting expenses, bank charges, CCI Membership, status certificates ordered by the Declarant and other such expenses.

6 SHARED FACILITIES	(\$55,054)
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This budgeted amount refers to the net amount payable (recoverable) by the Corporation for all Components shared by the Retail portion of the Condominium.

III CONTRIBUTION TO THE RESERVE FUND	\$ 464,135
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Reserve Fund Contribution @ 15%	\$ 464,135
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Section 93 of the Condominium Act of Ontario defines the reserve fund as a fund set up by the corporation in a special account for the major repair and replacement of common elements and assets of the corporation. The provision contained within this budget is calculated at 15%. Future contributions will be governed by the Reserve Fund plan derived from a Reserve Fund Study, to be completed in the first year after registration.

IV GENERAL NOTES

- 1 The total common expenses of this proposed Condominium Corporation, including the provision to the reserve fund is \$3,104,486 as shown on the Budget Statement.
- 2 The cost of each expense item is shown on the Budget Statement. The cost of the Reserve Fund Study for the Condominium Corporation is \$9,500 including HST; the cost of the Performance Audit is \$ 30,500 including HST; the cost of both the turn over and year end financial audits for the Condominium Corporation is \$7,500 including HST.
- 3 The cost, type, level and frequency of services is detailed in the notes.
- 4 The monthly common element fee for each unit is shown on the attached schedule to the Budget Statement.
- 5 As stated in the notes above, 15% of the operating expenses will be paid into the reserve fund account. The provision is \$464,135.



NOTES TO THE BUDGET

- 6 At the time of preparation of the Budget Statement, April 2022, there are no judgments, with respect to the property, against the Declarant nor is the Declarant Corporation a party to any lawsuit material to the within property.
- 7 There are no services not included in the foregoing Budget that the Declarant provides, or expenses that the Declarant pays and that might reasonably be expected to become, at a subsequent time, a common expense prior to the turn-over meeting.
- 8 As at the date of the foregoing Budget, the Condominium Corporation has not been created and accordingly, there are no amounts in the Reserve Fund. At the end of the first year after registration, there should be \$464,135 in the reserve fund account of the Condominium Corporation.
- 9 As at the date of the foregoing Budget, April 2022, the Condominium Corporation has not been created and accordingly, there is no reserve fund study. As stated in the Notes above, the reserve fund study will be completed after registration by an independent engineer.
- 10 The Harmonized Sales Tax is included in all applicable expense items on the Budget Statement.
- 11 There are no current or expected fees, charges, rents or other revenue to be paid to or by the Corporation or by any of the owners for the use of the common elements or other facilities related to the property, except for perhaps certain amenity area, at rates to be established by the Board of Directors from time to time.
- 12 The Declarant intends to enter into an agreement with Rogers Communications Inc. to provide Rogers Smart Home Services and Rogers Ignite high-speed internet service to each of the residential units. Such service includes a modem rental for each residential unit. The term of the agreement is 7 years at a pre-defined rate of \$57.57 per unit, per month, including HST as set out in the bulk internet agreement. Bulk internet costs will be added to the monthly common expenses as a flat rate and NOT distributed in accordance with the proportions outlined in Schedule D to the Declaration.
- 13 The Declarant intends to enter into a service agreement with CleanAir.ai to supply technologically advanced filters to each suite's fan coil unit twice per year and to all common area mechanical fans requiring filters. These filters are electrostatically charged and filter many more particles and airborn bacteria than other filters currently being used in the industry.



NOTES TO THE BUDGET

- 14 In the event that the condominium is registered at any time after April 30, 2023, an inflation rate of 7.5% is to be applied to the projected expenditures per annum, for each year or part year thereof (unless otherwise stated) after April 30, 2023 until such time as the condominium is registered. Provided however, that due to the significant fluctuation in hydro, gas and water utility rates recently, in respect to which the Declarant has no control, in the event that the relevant utility company/provider obtains relevant government approval for, or in any other way effects a significant annual increase in the utility rates above the assumed inflation rate of 3%, the Declarant reserves the right to revise the first year budget statement to reflect such significant increase in the cost of supplying these utilities from the relevant utility company/provider, and to provide each unit purchaser with a revised copy of the condominium corporation's first year budget statement. In such event, purchasers acknowledge and agree that they shall be bound by such revised budget, and the acceptance of such revised budget shall not constitute a material change to the Disclosure Statement.



Unit Percentage Contributions & Monthly Common Expense Fees

Suite No.	Level No.	Unit No.	% Contribution to Common Expenses	Monthly Contribution	Bulk Internet Service	Total Monthly Contribution
201	2	1	0.15594	403.43	57.57	461.00
202	2	2	0.16593	429.27	57.57	486.84
203	2	3	0.13174	340.82	57.57	398.39
204	2	4	0.13078	338.34	57.57	395.91
205	2	5	0.15114	391.01	57.57	448.58
206	2	6	0.13866	358.72	57.57	416.29
207	2	7	0.13635	352.75	57.57	410.32
208	2	8	0.13232	342.32	57.57	399.89
209	2	9	0.13866	358.72	57.57	416.29
210	2	10	0.13866	358.72	57.57	416.29
211	2	11	0.13693	354.25	57.57	411.82
212	2	12	0.11446	296.12	57.57	353.69
213	2	13	0.12214	315.98	57.57	373.55
214	2	14	0.13885	359.21	57.57	416.78
215	2	15	0.11772	304.55	57.57	362.12
216	2	16	0.14307	370.13	57.57	427.70
217	2	17	0.13693	354.25	57.57	411.82
218	2	18	0.12118	313.50	57.57	371.07
219	2	19	0.12656	327.42	57.57	384.99
301	3	1	0.12387	320.46	57.57	378.03
302	3	2	0.16036	414.86	57.57	472.43
303	3	3	0.10274	265.80	57.57	323.37
304	3	4	0.16343	422.81	57.57	480.38
305	3	5	0.13174	340.82	57.57	398.39
306	3	6	0.13078	338.34	57.57	395.91
307	3	7	0.15114	391.01	57.57	448.58
308	3	8	0.13866	358.72	57.57	416.29
309	3	9	0.13616	352.26	57.57	409.83
310	3	10	0.13232	342.32	57.57	399.89
311	3	11	0.13866	358.72	57.57	416.29
312	3	12	0.13866	358.72	57.57	416.29
313	3	13	0.14749	381.57	57.57	439.14
314	3	14	0.12176	315.00	57.57	372.57
315	3	15	0.12214	315.98	57.57	373.55
316	3	16	0.13885	359.21	57.57	416.78
317	3	17	0.08219	212.63	57.57	270.20
318	3	18	0.09545	246.94	57.57	304.51
319	3	19	0.14538	376.11	57.57	433.68
320	3	20	0.11964	309.52	57.57	367.09
321	3	21	0.11715	303.08	57.57	360.65
322	3	22	0.14211	367.65	57.57	425.22
323	3	23	0.12598	325.92	57.57	383.49
324	3	24	0.12732	329.39	57.57	386.96
325	3	25	0.12732	329.39	57.57	386.96
326	3	26	0.12732	329.39	57.57	386.96
327	3	27	0.12752	329.90	57.57	387.47
328	3	28	0.14307	370.13	57.57	427.70
329	3	29	0.12291	317.98	57.57	375.55



Unit Percentage Contributions & Monthly Common Expense Fees

Suite No.	Level No.	Unit No.	% Contribution to Common Expenses	Monthly Contribution	Bulk Internet Service	Total Monthly Contribution
401	4	1	0.12387	320.46	57.57	378.03
402	4	2	0.16036	414.86	57.57	472.43
403	4	3	0.10274	265.80	57.57	323.37
404	4	4	0.16343	422.81	57.57	480.38
405	4	5	0.13174	340.82	57.57	398.39
406	4	6	0.13078	338.34	57.57	395.91
407	4	7	0.15114	391.01	57.57	448.58
408	4	8	0.13866	358.72	57.57	416.29
409	4	9	0.13616	352.26	57.57	409.83
410	4	10	0.13232	342.32	57.57	399.89
411	4	11	0.13866	358.72	57.57	416.29
412	4	12	0.13866	358.72	57.57	416.29
413	4	13	0.14749	381.57	57.57	439.14
414	4	14	0.12176	315.00	57.57	372.57
415	4	15	0.12214	315.98	57.57	373.55
416	4	16	0.13885	359.21	57.57	416.78
417	4	17	0.08219	212.63	57.57	270.20
418	4	18	0.09545	246.94	57.57	304.51
419	4	19	0.14538	376.11	57.57	433.68
420	4	20	0.11964	309.52	57.57	367.09
421	4	21	0.11715	303.08	57.57	360.65
422	4	22	0.14211	367.65	57.57	425.22
423	4	23	0.12598	325.92	57.57	383.49
424	4	24	0.12732	329.39	57.57	386.96
425	4	25	0.12732	329.39	57.57	386.96
426	4	26	0.12732	329.39	57.57	386.96
427	4	27	0.12752	329.90	57.57	387.47
428	4	28	0.14307	370.13	57.57	427.70
429	4	29	0.12291	317.98	57.57	375.55
501	5	1	0.12387	320.46	57.57	378.03
502	5	2	0.16036	414.86	57.57	472.43
503	5	3	0.10274	265.80	57.57	323.37
504	5	4	0.16343	422.81	57.57	480.38
505	5	5	0.13174	340.82	57.57	398.39
506	5	6	0.13078	338.34	57.57	395.91
507	5	7	0.15114	391.01	57.57	448.58
508	5	8	0.13866	358.72	57.57	416.29
509	5	9	0.13616	352.26	57.57	409.83
510	5	10	0.13232	342.32	57.57	399.89
511	5	11	0.13866	358.72	57.57	416.29
512	5	12	0.13866	358.72	57.57	416.29
513	5	13	0.14749	381.57	57.57	439.14
514	5	14	0.12176	315.00	57.57	372.57
515	5	15	0.12214	315.98	57.57	373.55
516	5	16	0.13885	359.21	57.57	416.78
517	5	17	0.08219	212.63	57.57	270.20
518	5	18	0.09545	246.94	57.57	304.51
519	5	19	0.14538	376.11	57.57	433.68



Unit Percentage Contributions & Monthly Common Expense Fees

Suite No.	Level No.	Unit No.	% Contribution to Common Expenses	Monthly Contribution	Bulk Internet Service	Total Monthly Contribution
520	5	20	0.11964	309.52	57.57	367.09
521	5	21	0.11715	303.08	57.57	360.65
522	5	22	0.14211	367.65	57.57	425.22
523	5	23	0.12598	325.92	57.57	383.49
524	5	24	0.12732	329.39	57.57	386.96
525	5	25	0.12732	329.39	57.57	386.96
526	5	26	0.12732	329.39	57.57	386.96
527	5	27	0.12752	329.90	57.57	387.47
528	5	28	0.14307	370.13	57.57	427.70
529	5	29	0.12291	317.98	57.57	375.55
601	6	1	0.12387	320.46	57.57	378.03
602	6	2	0.16036	414.86	57.57	472.43
603	6	3	0.10274	265.80	57.57	323.37
604	6	4	0.16343	422.81	57.57	480.38
605	6	5	0.13174	340.82	57.57	398.39
606	6	6	0.13078	338.34	57.57	395.91
607	6	7	0.15114	391.01	57.57	448.58
608	6	8	0.13866	358.72	57.57	416.29
609	6	9	0.13616	352.26	57.57	409.83
610	6	10	0.13232	342.32	57.57	399.89
611	6	11	0.13866	358.72	57.57	416.29
612	6	12	0.13866	358.72	57.57	416.29
613	6	13	0.14749	381.57	57.57	439.14
614	6	14	0.12176	315.00	57.57	372.57
615	6	15	0.12214	315.98	57.57	373.55
616	6	16	0.13885	359.21	57.57	416.78
617	6	17	0.08219	212.63	57.57	270.20
618	6	18	0.09545	246.94	57.57	304.51
619	6	19	0.14538	376.11	57.57	433.68
620	6	20	0.11964	309.52	57.57	367.09
621	6	21	0.11715	303.08	57.57	360.65
622	6	22	0.14211	367.65	57.57	425.22
623	6	23	0.12598	325.92	57.57	383.49
624	6	24	0.12732	329.39	57.57	386.96
625	6	25	0.12732	329.39	57.57	386.96
626	6	26	0.12732	329.39	57.57	386.96
627	6	27	0.12752	329.90	57.57	387.47
628	6	28	0.14307	370.13	57.57	427.70
629	6	29	0.12291	317.98	57.57	375.55
701	7	1	0.12387	320.46	57.57	378.03
702	7	2	0.16036	414.86	57.57	472.43
703	7	3	0.10274	265.80	57.57	323.37
704	7	4	0.16343	422.81	57.57	480.38
705	7	5	0.13174	340.82	57.57	398.39
706	7	6	0.13078	338.34	57.57	395.91
707	7	7	0.15114	391.01	57.57	448.58
708	7	8	0.13866	358.72	57.57	416.29
709	7	9	0.13616	352.26	57.57	409.83



Unit Percentage Contributions & Monthly Common Expense Fees

Suite No.	Level No.	Unit No.	% Contribution			
			to Common Expenses	Monthly Contribution	Bulk Internet Service	Total Monthly Contribution
710	7	10	0.13232	342.32	57.57	399.89
711	7	11	0.13866	358.72	57.57	416.29
712	7	12	0.13866	358.72	57.57	416.29
713	7	13	0.14749	381.57	57.57	439.14
714	7	14	0.12176	315.00	57.57	372.57
715	7	15	0.12214	315.98	57.57	373.55
716	7	16	0.13885	359.21	57.57	416.78
717	7	17	0.08219	212.63	57.57	270.20
718	7	18	0.09545	246.94	57.57	304.51
719	7	19	0.14538	376.11	57.57	433.68
720	7	20	0.11964	309.52	57.57	367.09
721	7	21	0.11715	303.08	57.57	360.65
722	7	22	0.14211	367.65	57.57	425.22
723	7	23	0.12598	325.92	57.57	383.49
724	7	24	0.12732	329.39	57.57	386.96
725	7	25	0.12732	329.39	57.57	386.96
726	7	26	0.12732	329.39	57.57	386.96
727	7	27	0.12752	329.90	57.57	387.47
728	7	28	0.14307	370.13	57.57	427.70
729	7	29	0.12291	317.98	57.57	375.55
801	8	1	0.12387	320.46	57.57	378.03
802	8	2	0.16036	414.86	57.57	472.43
803	8	3	0.10274	265.80	57.57	323.37
804	8	4	0.16343	422.81	57.57	480.38
805	8	5	0.13174	340.82	57.57	398.39
806	8	6	0.13078	338.34	57.57	395.91
807	8	7	0.15114	391.01	57.57	448.58
808	8	8	0.13866	358.72	57.57	416.29
809	8	9	0.13616	352.26	57.57	409.83
810	8	10	0.13232	342.32	57.57	399.89
811	8	11	0.13866	358.72	57.57	416.29
812	8	12	0.13866	358.72	57.57	416.29
813	8	13	0.14749	381.57	57.57	439.14
814	8	14	0.12176	315.00	57.57	372.57
815	8	15	0.12214	315.98	57.57	373.55
816	8	16	0.13885	359.21	57.57	416.78
817	8	17	0.08219	212.63	57.57	270.20
818	8	18	0.09545	246.94	57.57	304.51
819	8	19	0.14538	376.11	57.57	433.68
820	8	20	0.11964	309.52	57.57	367.09
821	8	21	0.11715	303.08	57.57	360.65
822	8	22	0.14211	367.65	57.57	425.22
823	8	23	0.12598	325.92	57.57	383.49
824	8	24	0.12732	329.39	57.57	386.96
825	8	25	0.12732	329.39	57.57	386.96
826	8	26	0.12732	329.39	57.57	386.96
827	8	27	0.12752	329.90	57.57	387.47
828	8	28	0.14307	370.13	57.57	427.70
829	8	29	0.12291	317.98	57.57	375.55



Unit Percentage Contributions & Monthly Common Expense Fees

Suite No.	Level No.	Unit No.	% Contribution to Common Expenses	Monthly Contribution	Bulk Internet Service	Total Monthly Contribution
901	9	1	0.12387	320.46	57.57	378.03
902	9	2	0.16036	414.86	57.57	472.43
903	9	3	0.10274	265.80	57.57	323.37
904	9	4	0.16343	422.81	57.57	480.38
905	9	5	0.13174	340.82	57.57	398.39
906	9	6	0.13078	338.34	57.57	395.91
907	9	7	0.15114	391.01	57.57	448.58
908	9	8	0.13866	358.72	57.57	416.29
909	9	9	0.13616	352.26	57.57	409.83
910	9	10	0.13232	342.32	57.57	399.89
911	9	11	0.13866	358.72	57.57	416.29
912	9	12	0.13866	358.72	57.57	416.29
913	9	13	0.14749	381.57	57.57	439.14
914	9	14	0.12176	315.00	57.57	372.57
915	9	15	0.12214	315.98	57.57	373.55
916	9	16	0.13885	359.21	57.57	416.78
917	9	17	0.08219	212.63	57.57	270.20
918	9	18	0.09545	246.94	57.57	304.51
919	9	19	0.14538	376.11	57.57	433.68
920	9	20	0.11964	309.52	57.57	367.09
921	9	21	0.11715	303.08	57.57	360.65
922	9	22	0.14211	367.65	57.57	425.22
923	9	23	0.12598	325.92	57.57	383.49
924	9	24	0.12732	329.39	57.57	386.96
925	9	25	0.12732	329.39	57.57	386.96
926	9	26	0.12732	329.39	57.57	386.96
927	9	27	0.12752	329.90	57.57	387.47
928	9	28	0.14307	370.13	57.57	427.70
929	9	29	0.12291	317.98	57.57	375.55
1001	10	1	0.12387	320.46	57.57	378.03
1002	10	2	0.16036	414.86	57.57	472.43
1003	10	3	0.10274	265.80	57.57	323.37
1004	10	4	0.16343	422.81	57.57	480.38
1005	10	5	0.13174	340.82	57.57	398.39
1006	10	6	0.13078	338.34	57.57	395.91
1007	10	7	0.15306	395.98	57.57	453.55
1008	10	8	0.14442	373.62	57.57	431.19
1009	10	9	0.12291	317.98	57.57	375.55
1010	10	10	0.10486	271.28	57.57	328.85
1011	10	11	0.13616	352.26	57.57	409.83
1012	10	12	0.09813	253.87	57.57	311.44
1013	10	13	0.13577	351.25	57.57	408.82
1014	10	14	0.11196	289.65	57.57	347.22
1015	10	15	0.12214	315.98	57.57	373.55
1016	10	16	0.13885	359.21	57.57	416.78
1017	10	17	0.08219	212.63	57.57	270.20
1018	10	18	0.09545	246.94	57.57	304.51
1019	10	19	0.14538	376.11	57.57	433.68



Unit Percentage Contributions & Monthly Common Expense Fees

Suite No.	Level No.	Unit No.	% Contribution to Common Expenses	Monthly Contribution	Bulk Internet Service	Total Monthly Contribution
1020	10	20	0.11964	309.52	57.57	367.09
1101	11	1	0.12387	320.46	57.57	378.03
1102	11	2	0.16036	414.86	57.57	472.43
1103	11	3	0.10274	265.80	57.57	323.37
1104	11	4	0.16343	422.81	57.57	480.38
1105	11	5	0.13174	340.82	57.57	398.39
1106	11	6	0.13078	338.34	57.57	395.91
1107	11	7	0.15056	389.51	57.57	447.08
1108	11	8	0.09621	248.90	57.57	306.47
1109	11	9	0.14211	367.65	57.57	425.22
1110	11	10	0.12291	317.98	57.57	375.55
1111	11	11	0.10524	272.26	57.57	329.83
1112	11	12	0.13597	351.76	57.57	409.33
1113	11	13	0.12252	316.97	57.57	374.54
1114	11	14	0.13942	360.69	57.57	418.26
1115	11	15	0.10870	281.21	57.57	338.78
1116	11	16	0.12214	315.98	57.57	373.55
1117	11	17	0.13885	359.21	57.57	416.78
1118	11	18	0.08219	212.63	57.57	270.20
1119	11	19	0.09545	246.94	57.57	304.51
1120	11	20	0.14538	376.11	57.57	433.68
1121	11	21	0.11964	309.52	57.57	367.09
1201	12	1	0.12387	320.46	57.57	378.03
1202	12	2	0.16036	414.86	57.57	472.43
1203	12	3	0.10274	265.80	57.57	323.37
1204	12	4	0.16343	422.81	57.57	480.38
1205	12	5	0.13174	340.82	57.57	398.39
1206	12	6	0.13078	338.34	57.57	395.91
1207	12	7	0.15056	389.51	57.57	447.08
1208	12	8	0.09621	248.90	57.57	306.47
1209	12	9	0.14211	367.65	57.57	425.22
1210	12	10	0.12291	317.98	57.57	375.55
1211	12	11	0.10524	272.26	57.57	329.83
1212	12	12	0.13597	351.76	57.57	409.33
1213	12	13	0.12252	316.97	57.57	374.54
1214	12	14	0.13942	360.69	57.57	418.26
1215	12	15	0.10870	281.21	57.57	338.78
1216	12	16	0.12214	315.98	57.57	373.55
1217	12	17	0.13885	359.21	57.57	416.78
1218	12	18	0.08219	212.63	57.57	270.20
1219	12	19	0.09545	246.94	57.57	304.51
1220	12	20	0.14538	376.11	57.57	433.68
1221	12	21	0.11964	309.52	57.57	367.09
1301	13	1	0.12387	320.46	57.57	378.03
1302	13	2	0.16036	414.86	57.57	472.43
1303	13	3	0.10274	265.80	57.57	323.37
1304	13	4	0.16343	422.81	57.57	480.38



Unit Percentage Contributions & Monthly Common Expense Fees

Suite No.	Level No.	Unit No.	% Contribution to Common Expenses	Monthly Contribution	Bulk Internet Service	Total Monthly Contribution
1305	13	5	0.13174	340.82	57.57	398.39
1306	13	6	0.13078	338.34	57.57	395.91
1307	13	7	0.15056	389.51	57.57	447.08
1308	13	8	0.09621	248.90	57.57	306.47
1309	13	9	0.14211	367.65	57.57	425.22
1310	13	10	0.12291	317.98	57.57	375.55
1311	13	11	0.10524	272.26	57.57	329.83
1312	13	12	0.13597	351.76	57.57	409.33
1313	13	13	0.12252	316.97	57.57	374.54
1314	13	14	0.13942	360.69	57.57	418.26
1315	13	15	0.10870	281.21	57.57	338.78
1316	13	16	0.12214	315.98	57.57	373.55
1317	13	17	0.13885	359.21	57.57	416.78
1318	13	18	0.08219	212.63	57.57	270.20
1319	13	19	0.09545	246.94	57.57	304.51
1320	13	20	0.14538	376.11	57.57	433.68
1321	13	21	0.11964	309.52	57.57	367.09
1401	14	1	0.12387	320.46	57.57	378.03
1402	14	2	0.16036	414.86	57.57	472.43
1403	14	3	0.10274	265.80	57.57	323.37
1404	14	4	0.16343	422.81	57.57	480.38
1405	14	5	0.13174	340.82	57.57	398.39
1406	14	6	0.13078	338.34	57.57	395.91
1407	14	7	0.15056	389.51	57.57	447.08
1408	14	8	0.09621	248.90	57.57	306.47
1409	14	9	0.14211	367.65	57.57	425.22
1410	14	10	0.12291	317.98	57.57	375.55
1411	14	11	0.10524	272.26	57.57	329.83
1412	14	12	0.13597	351.76	57.57	409.33
1413	14	13	0.12252	316.97	57.57	374.54
1414	14	14	0.13942	360.69	57.57	418.26
1415	14	15	0.10870	281.21	57.57	338.78
1416	14	16	0.12214	315.98	57.57	373.55
1417	14	17	0.13885	359.21	57.57	416.78
1418	14	18	0.08219	212.63	57.57	270.20
1419	14	19	0.09545	246.94	57.57	304.51
1420	14	20	0.14538	376.11	57.57	433.68
1421	14	21	0.11964	309.52	57.57	367.09
1501	15	1	0.12387	320.46	57.57	378.03
1502	15	2	0.16036	414.86	57.57	472.43
1503	15	3	0.10274	265.80	57.57	323.37
1504	15	4	0.16343	422.81	57.57	480.38
1505	15	5	0.13174	340.82	57.57	398.39
1506	15	6	0.13078	338.34	57.57	395.91
1507	15	7	0.15056	389.51	57.57	447.08
1508	15	8	0.09621	248.90	57.57	306.47
1509	15	9	0.14211	367.65	57.57	425.22
1510	15	10	0.12291	317.98	57.57	375.55



Unit Percentage Contributions & Monthly Common Expense Fees

Suite No.	Level No.	Unit No.	% Contribution			
			to Common Expenses	Monthly Contribution	Bulk Internet Service	Total Monthly Contribution
1511	15	11	0.10524	272.26	57.57	329.83
1512	15	12	0.13597	351.76	57.57	409.33
1513	15	13	0.12252	316.97	57.57	374.54
1514	15	14	0.13942	360.69	57.57	418.26
1515	15	15	0.10870	281.21	57.57	338.78
1516	15	16	0.12214	315.98	57.57	373.55
1517	15	17	0.13885	359.21	57.57	416.78
1518	15	18	0.08219	212.63	57.57	270.20
1519	15	19	0.09545	246.94	57.57	304.51
1520	15	20	0.14538	376.11	57.57	433.68
1521	15	21	0.11964	309.52	57.57	367.09
1601	16	1	0.12387	320.46	57.57	378.03
1602	16	2	0.16036	414.86	57.57	472.43
1603	16	3	0.10274	265.80	57.57	323.37
1604	16	4	0.16343	422.81	57.57	480.38
1605	16	5	0.13174	340.82	57.57	398.39
1606	16	6	0.13078	338.34	57.57	395.91
1607	16	7	0.15056	389.51	57.57	447.08
1608	16	8	0.09621	248.90	57.57	306.47
1609	16	9	0.14211	367.65	57.57	425.22
1610	16	10	0.12291	317.98	57.57	375.55
1611	16	11	0.10524	272.26	57.57	329.83
1612	16	12	0.13597	351.76	57.57	409.33
1613	16	13	0.12252	316.97	57.57	374.54
1614	16	14	0.13942	360.69	57.57	418.26
1615	16	15	0.10870	281.21	57.57	338.78
1616	16	16	0.12214	315.98	57.57	373.55
1617	16	17	0.13885	359.21	57.57	416.78
1618	16	18	0.08219	212.63	57.57	270.20
1619	16	19	0.09545	246.94	57.57	304.51
1620	16	20	0.14538	376.11	57.57	433.68
1621	16	21	0.11964	309.52	57.57	367.09
1701	17	1	0.12387	320.46	57.57	378.03
1702	17	2	0.16036	414.86	57.57	472.43
1703	17	3	0.10274	265.80	57.57	323.37
1704	17	4	0.16343	422.81	57.57	480.38
1705	17	5	0.13174	340.82	57.57	398.39
1706	17	6	0.13078	338.34	57.57	395.91
1707	17	7	0.15056	389.51	57.57	447.08
1708	17	8	0.09621	248.90	57.57	306.47
1709	17	9	0.14211	367.65	57.57	425.22
1710	17	10	0.12291	317.98	57.57	375.55
1711	17	11	0.10524	272.26	57.57	329.83
1712	17	12	0.13597	351.76	57.57	409.33
1713	17	13	0.12252	316.97	57.57	374.54
1714	17	14	0.13942	360.69	57.57	418.26
1715	17	15	0.10870	281.21	57.57	338.78
1716	17	16	0.12214	315.98	57.57	373.55



Unit Percentage Contributions & Monthly Common Expense Fees

Suite No.	Level No.	Unit No.	% Contribution			
			to Common Expenses	Monthly Contribution	Bulk Internet Service	Total Monthly Contribution
1717	17	17	0.13885	359.21	57.57	416.78
1718	17	18	0.08219	212.63	57.57	270.20
1719	17	19	0.09545	246.94	57.57	304.51
1720	17	20	0.14538	376.11	57.57	433.68
1721	17	21	0.11964	309.52	57.57	367.09
1801	18	1	0.12387	320.46	57.57	378.03
1802	18	2	0.16036	414.86	57.57	472.43
1803	18	3	0.10274	265.80	57.57	323.37
1804	18	4	0.16343	422.81	57.57	480.38
1805	18	5	0.13174	340.82	57.57	398.39
1806	18	6	0.13078	338.34	57.57	395.91
1807	18	7	0.15056	389.51	57.57	447.08
1808	18	8	0.09621	248.90	57.57	306.47
1809	18	9	0.14211	367.65	57.57	425.22
1810	18	10	0.12291	317.98	57.57	375.55
1811	18	11	0.10524	272.26	57.57	329.83
1812	18	12	0.13597	351.76	57.57	409.33
1813	18	13	0.12252	316.97	57.57	374.54
1814	18	14	0.13942	360.69	57.57	418.26
1815	18	15	0.10870	281.21	57.57	338.78
1816	18	16	0.12214	315.98	57.57	373.55
1817	18	17	0.13885	359.21	57.57	416.78
1818	18	18	0.08219	212.63	57.57	270.20
1819	18	19	0.09545	246.94	57.57	304.51
1820	18	20	0.14538	376.11	57.57	433.68
1821	18	21	0.11964	309.52	57.57	367.09
1901	19	1	0.12387	320.46	57.57	378.03
1902	19	2	0.16036	414.86	57.57	472.43
1903	19	3	0.10274	265.80	57.57	323.37
1904	19	4	0.16343	422.81	57.57	480.38
1905	19	5	0.13174	340.82	57.57	398.39
1906	19	6	0.13078	338.34	57.57	395.91
1907	19	7	0.15056	389.51	57.57	447.08
1908	19	8	0.09621	248.90	57.57	306.47
1909	19	9	0.14211	367.65	57.57	425.22
1910	19	10	0.12291	317.98	57.57	375.55
1911	19	11	0.10524	272.26	57.57	329.83
1912	19	12	0.13597	351.76	57.57	409.33
1913	19	13	0.12252	316.97	57.57	374.54
1914	19	14	0.13942	360.69	57.57	418.26
1915	19	15	0.10870	281.21	57.57	338.78
1916	19	16	0.12214	315.98	57.57	373.55
1917	19	17	0.13885	359.21	57.57	416.78
1918	19	18	0.08219	212.63	57.57	270.20
1919	19	19	0.09545	246.94	57.57	304.51
1920	19	20	0.14538	376.11	57.57	433.68
1921	19	21	0.11964	309.52	57.57	367.09



Unit Percentage Contributions & Monthly Common Expense Fees

Suite No.	Level No.	Unit No.	% Contribution			
			to Common Expenses	Monthly Contribution	Bulk Internet Service	Total Monthly Contribution
2001	20	1	0.12387	320.46	57.57	378.03
2002	20	2	0.16036	414.86	57.57	472.43
2003	20	3	0.10274	265.80	57.57	323.37
2004	20	4	0.16343	422.81	57.57	480.38
2005	20	5	0.13174	340.82	57.57	398.39
2006	20	6	0.13078	338.34	57.57	395.91
2007	20	7	0.15056	389.51	57.57	447.08
2008	20	8	0.09621	248.90	57.57	306.47
2009	20	9	0.14211	367.65	57.57	425.22
2010	20	10	0.12291	317.98	57.57	375.55
2011	20	11	0.10524	272.26	57.57	329.83
2012	20	12	0.13597	351.76	57.57	409.33
2013	20	13	0.12252	316.97	57.57	374.54
2014	20	14	0.13942	360.69	57.57	418.26
2015	20	15	0.10870	281.21	57.57	338.78
2016	20	16	0.12214	315.98	57.57	373.55
2017	20	17	0.13885	359.21	57.57	416.78
2018	20	18	0.08219	212.63	57.57	270.20
2019	20	19	0.09545	246.94	57.57	304.51
2020	20	20	0.14538	376.11	57.57	433.68
2021	20	21	0.11964	309.52	57.57	367.09
2101	21	1	0.12387	320.46	57.57	378.03
2102	21	2	0.16036	414.86	57.57	472.43
2103	21	3	0.10274	265.80	57.57	323.37
2104	21	4	0.16343	422.81	57.57	480.38
2105	21	5	0.13174	340.82	57.57	398.39
2106	21	6	0.13078	338.34	57.57	395.91
2107	21	7	0.15056	389.51	57.57	447.08
2108	21	8	0.09621	248.90	57.57	306.47
2109	21	9	0.14211	367.65	57.57	425.22
2110	21	10	0.12291	317.98	57.57	375.55
2111	21	11	0.10524	272.26	57.57	329.83
2112	21	12	0.13597	351.76	57.57	409.33
2113	21	13	0.12252	316.97	57.57	374.54
2114	21	14	0.13942	360.69	57.57	418.26
2115	21	15	0.10870	281.21	57.57	338.78
2116	21	16	0.12214	315.98	57.57	373.55
2117	21	17	0.13885	359.21	57.57	416.78
2118	21	18	0.08219	212.63	57.57	270.20
2119	21	19	0.09545	246.94	57.57	304.51
2120	21	20	0.14538	376.11	57.57	433.68
2121	21	21	0.11964	309.52	57.57	367.09
2201	22	1	0.12387	320.46	57.57	378.03
2202	22	2	0.16036	414.86	57.57	472.43
2203	22	3	0.10274	265.80	57.57	323.37
2204	22	4	0.16343	422.81	57.57	480.38
2205	22	5	0.13174	340.82	57.57	398.39
2206	22	6	0.13078	338.34	57.57	395.91



Unit Percentage Contributions & Monthly Common Expense Fees

Suite No.	Level No.	Unit No.	% Contribution to Common Expenses	Monthly Contribution	Bulk Internet Service	Total Monthly Contribution
2207	22	7	0.15056	389.51	57.57	447.08
2208	22	8	0.09621	248.90	57.57	306.47
2209	22	9	0.14211	367.65	57.57	425.22
2210	22	10	0.12291	317.98	57.57	375.55
2211	22	11	0.10524	272.26	57.57	329.83
2212	22	12	0.13597	351.76	57.57	409.33
2213	22	13	0.12252	316.97	57.57	374.54
2214	22	14	0.13942	360.69	57.57	418.26
2215	22	15	0.10870	281.21	57.57	338.78
2216	22	16	0.12214	315.98	57.57	373.55
2217	22	17	0.13885	359.21	57.57	416.78
2218	22	18	0.08219	212.63	57.57	270.20
2219	22	19	0.09545	246.94	57.57	304.51
2220	22	20	0.14538	376.11	57.57	433.68
2221	22	21	0.11964	309.52	57.57	367.09
2301	23	1	0.12387	320.46	57.57	378.03
2302	23	2	0.16036	414.86	57.57	472.43
2303	23	3	0.10274	265.80	57.57	323.37
2304	23	4	0.16343	422.81	57.57	480.38
2305	23	5	0.13174	340.82	57.57	398.39
2306	23	6	0.13078	338.34	57.57	395.91
2307	23	7	0.15056	389.51	57.57	447.08
2308	23	8	0.09621	248.90	57.57	306.47
2309	23	9	0.14211	367.65	57.57	425.22
2310	23	10	0.12291	317.98	57.57	375.55
2311	23	11	0.10524	272.26	57.57	329.83
2312	23	12	0.13597	351.76	57.57	409.33
2313	23	13	0.12252	316.97	57.57	374.54
2314	23	14	0.13942	360.69	57.57	418.26
2315	23	15	0.10870	281.21	57.57	338.78
2316	23	16	0.12214	315.98	57.57	373.55
2317	23	17	0.13885	359.21	57.57	416.78
2318	23	18	0.08219	212.63	57.57	270.20
2319	23	19	0.09545	246.94	57.57	304.51
2320	23	20	0.14538	376.11	57.57	433.68
2321	23	21	0.11964	309.52	57.57	367.09
2401	24	1	0.12387	320.46	57.57	378.03
2402	24	2	0.16036	414.86	57.57	472.43
2403	24	3	0.10274	265.80	57.57	323.37
2404	24	4	0.16343	422.81	57.57	480.38
2405	24	5	0.13174	340.82	57.57	398.39
2406	24	6	0.13078	338.34	57.57	395.91
2407	24	7	0.15056	389.51	57.57	447.08
2408	24	8	0.09621	248.90	57.57	306.47
2409	24	9	0.14211	367.65	57.57	425.22
2410	24	10	0.12291	317.98	57.57	375.55
2411	24	11	0.10524	272.26	57.57	329.83
2412	24	12	0.13597	351.76	57.57	409.33



Unit Percentage Contributions & Monthly Common Expense Fees

Suite No.	Level No.	Unit No.	% Contribution to Common Expenses	Monthly Contribution	Bulk Internet Service	Total Monthly Contribution
2413	24	13	0.12252	316.97	57.57	374.54
2414	24	14	0.13942	360.69	57.57	418.26
2415	24	15	0.10870	281.21	57.57	338.78
2416	24	16	0.12214	315.98	57.57	373.55
2417	24	17	0.13885	359.21	57.57	416.78
2418	24	18	0.08219	212.63	57.57	270.20
2419	24	19	0.09545	246.94	57.57	304.51
2420	24	20	0.14538	376.11	57.57	433.68
2421	24	21	0.11964	309.52	57.57	367.09
2501	25	1	0.12387	320.46	57.57	378.03
2502	25	2	0.16036	414.86	57.57	472.43
2503	25	3	0.10274	265.80	57.57	323.37
2504	25	4	0.16343	422.81	57.57	480.38
2505	25	5	0.13174	340.82	57.57	398.39
2506	25	6	0.13078	338.34	57.57	395.91
2507	25	7	0.15056	389.51	57.57	447.08
2508	25	8	0.09621	248.90	57.57	306.47
2509	25	9	0.14211	367.65	57.57	425.22
2510	25	10	0.12291	317.98	57.57	375.55
2511	25	11	0.10524	272.26	57.57	329.83
2512	25	12	0.13597	351.76	57.57	409.33
2513	25	13	0.12252	316.97	57.57	374.54
2514	25	14	0.13942	360.69	57.57	418.26
2515	25	15	0.10870	281.21	57.57	338.78
2516	25	16	0.12214	315.98	57.57	373.55
2517	25	17	0.13885	359.21	57.57	416.78
2518	25	18	0.08219	212.63	57.57	270.20
2519	25	19	0.09545	246.94	57.57	304.51
2520	25	20	0.14538	376.11	57.57	433.68
2521	25	21	0.11964	309.52	57.57	367.09
2601	26	1	0.12387	320.46	57.57	378.03
2602	26	2	0.16036	414.86	57.57	472.43
2603	26	3	0.10274	265.80	57.57	323.37
2604	26	4	0.16343	422.81	57.57	480.38
2605	26	5	0.13174	340.82	57.57	398.39
2606	26	6	0.13078	338.34	57.57	395.91
2607	26	7	0.15056	389.51	57.57	447.08
2608	26	8	0.09621	248.90	57.57	306.47
2609	26	9	0.14211	367.65	57.57	425.22
2610	26	10	0.12291	317.98	57.57	375.55
2701	27	1	0.12387	320.46	57.57	378.03
2702	27	2	0.16036	414.86	57.57	472.43
2703	27	3	0.10274	265.80	57.57	323.37
2704	27	4	0.16343	422.81	57.57	480.38
2705	27	5	0.13174	340.82	57.57	398.39
2706	27	6	0.13078	338.34	57.57	395.91
2707	27	7	0.15056	389.51	57.57	447.08



Unit Percentage Contributions & Monthly Common Expense Fees

Suite No.	Level No.	Unit No.	% Contribution to Common Expenses	Monthly Contribution	Bulk Internet Service	Total Monthly Contribution
2708	27	8	0.09621	248.90	57.57	306.47
2709	27	9	0.14211	367.65	57.57	425.22
2710	27	10	0.12291	317.98	57.57	375.55
2801	28	1	0.12387	320.46	57.57	378.03
2802	28	2	0.16036	414.86	57.57	472.43
2803	28	3	0.10274	265.80	57.57	323.37
2804	28	4	0.16343	422.81	57.57	480.38
2805	28	5	0.13174	340.82	57.57	398.39
2806	28	6	0.13078	338.34	57.57	395.91
2807	28	7	0.15056	389.51	57.57	447.08
2808	28	8	0.09621	248.90	57.57	306.47
2809	28	9	0.14211	367.65	57.57	425.22
2810	28	10	0.12291	317.98	57.57	375.55
2901	29	1	0.12387	320.46	57.57	378.03
2902	29	2	0.16036	414.86	57.57	472.43
2903	29	3	0.10274	265.80	57.57	323.37
2904	29	4	0.16343	422.81	57.57	480.38
2905	29	5	0.13174	340.82	57.57	398.39
2906	29	6	0.13078	338.34	57.57	395.91
2907	29	7	0.15056	389.51	57.57	447.08
2908	29	8	0.09621	248.90	57.57	306.47
2909	29	9	0.14211	367.65	57.57	425.22
2910	29	10	0.12291	317.98	57.57	375.55
3001	30	1	0.12387	320.46	57.57	378.03
3002	30	2	0.16036	414.86	57.57	472.43
3003	30	3	0.10274	265.80	57.57	323.37
3004	30	4	0.16343	422.81	57.57	480.38
3005	30	5	0.13174	340.82	57.57	398.39
3006	30	6	0.13078	338.34	57.57	395.91
3007	30	7	0.15056	389.51	57.57	447.08
3008	30	8	0.09621	248.90	57.57	306.47
3009	30	9	0.14211	367.65	57.57	425.22
3010	30	10	0.12291	317.98	57.57	375.55
3101	31	1	0.12387	320.46	57.57	378.03
3102	31	2	0.16036	414.86	57.57	472.43
3103	31	3	0.10274	265.80	57.57	323.37
3104	31	4	0.16343	422.81	57.57	480.38
3105	31	5	0.13174	340.82	57.57	398.39
3106	31	6	0.13078	338.34	57.57	395.91
3107	31	7	0.15056	389.51	57.57	447.08
3108	31	8	0.09621	248.90	57.57	306.47
3109	31	9	0.14211	367.65	57.57	425.22
3110	31	10	0.12291	317.98	57.57	375.55
3201	32	1	0.12387	320.46	57.57	378.03
3202	32	2	0.16036	414.86	57.57	472.43



Unit Percentage Contributions & Monthly Common Expense Fees

Suite No.	Level No.	Unit No.	% Contribution to Common Expenses	Monthly Contribution	Bulk Internet Service	Total Monthly Contribution
3203	32	3	0.10274	265.80	57.57	323.37
3204	32	4	0.16343	422.81	57.57	480.38
3205	32	5	0.13174	340.82	57.57	398.39
3206	32	6	0.13078	338.34	57.57	395.91
3207	32	7	0.15056	389.51	57.57	447.08
3208	32	8	0.09621	248.90	57.57	306.47
3209	32	9	0.14211	367.65	57.57	425.22
3210	32	10	0.12291	317.98	57.57	375.55
3301	33	1	0.12387	320.46	57.57	378.03
3302	33	2	0.16036	414.86	57.57	472.43
3303	33	3	0.10274	265.80	57.57	323.37
3304	33	4	0.16343	422.81	57.57	480.38
3305	33	5	0.13174	340.82	57.57	398.39
3306	33	6	0.13078	338.34	57.57	395.91
3307	33	7	0.15056	389.51	57.57	447.08
3308	33	8	0.09621	248.90	57.57	306.47
3309	33	9	0.14211	367.65	57.57	425.22
3310	33	10	0.12291	317.98	57.57	375.55
3401	34	1	0.12387	320.46	57.57	378.03
3402	34	2	0.16036	414.86	57.57	472.43
3403	34	3	0.10274	265.80	57.57	323.37
3404	34	4	0.16343	422.81	57.57	480.38
3405	34	5	0.13174	340.82	57.57	398.39
3406	34	6	0.13078	338.34	57.57	395.91
3407	34	7	0.15056	389.51	57.57	447.08
3408	34	8	0.09621	248.90	57.57	306.47
3409	34	9	0.14211	367.65	57.57	425.22
3410	34	10	0.12291	317.98	57.57	375.55
3501	35	1	0.12387	320.46	57.57	378.03
3502	35	2	0.16036	414.86	57.57	472.43
3503	35	3	0.10274	265.80	57.57	323.37
3504	35	4	0.16343	422.81	57.57	480.38
3505	35	5	0.13174	340.82	57.57	398.39
3506	35	6	0.13078	338.34	57.57	395.91
3507	35	7	0.15056	389.51	57.57	447.08
3508	35	8	0.09620	248.88	57.57	306.45
3509	35	9	0.14210	367.62	57.57	425.19
3510	35	10	0.12290	317.95	57.57	375.52

Parking, Storage, Service and Sign Units

					Monthly Cost/Unit
659 Parking Units @	0.02048	13.49632	34,915.95	0.00	\$ 52.98
417 Storage Units @	0.00498	2.07666	5,372.47	0.00	\$ 12.88
5 Service Units @	0.00001	0.00005	0.13	0.00	\$ 0.03
4 Sign Units @	0.00001	0.00004	0.10	0.00	\$ 0.03
1 Communication Control Unit @	0.00001	0.00001	0.03	0.00	\$ 0.03



Unit Percentage Contributions & Monthly Common Expense Fees

Suite No.	Level No.	Unit No.	% Contribution to Common Expenses	Monthly Contribution	Bulk Internet Service	Total Monthly Contribution
		Total	100.00000	258,707.18	37,823.49	296,530.67
		Annual Budget		3,104,486		

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:

TACC HOLBORN (BLOCK 139) INC.

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

WHEREAS:

- A. The Declarant is the owner in fee simple of certain lands and premises situated in the City of Brampton, in the Province of Ontario and being more particularly described in Schedule "A" annexed hereto and in the description submitted herewith by the Declarant (hereinafter called the "**Description**") for registration in accordance with the Act and which lands and premises are sometimes referred to as the "**Lands**" or the "**Property**";
- B. The Declarant has constructed the Buildings (hereinafter defined) located upon the Property containing various units as more particularly described in this Declaration; and
- C. The Declarant intends that the Property with the Buildings constructed thereon 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

In addition to those terms or phrases specifically defined elsewhere in this Declaration, the terms or phrases used in this Declaration shall have the meanings ascribed to them in the Act, unless the Declaration specifies otherwise, or unless the context otherwise requires, and in particular, the terms or phrases set out below shall have the meanings respectively ascribed, as follows:

- (a) "**Amenities**" means the amenities contained within the common element areas of the Residential Condominium, as same may be amended or supplemented from time to time;
- (b) "**Applicable Zoning By-laws**" means the zoning by-laws, rules or regulations (as amended from time to time) of the City of Brampton or any Governmental Authorities having jurisdiction;
- (c) "**Board**" means the Residential Condominium's board of directors;
- (d) "**Buildings**" mean the structures comprising the Residential Condominium (hereinafter defined and the Commercial Component (hereinafter defined);
- (e) "**By-law(s)**" means the by-law(s) of the Residential Condominium enacted from time to time;
- (f) "**CCU Equipment**" has the meaning ascribed thereto in Section 4.5(a)(ii) of this Declaration;
- (g) "**Common Elements**" means all of the Property except the Units;
- (h) "**Communication Control Unit**" or the "CCU" means Unit ___, Level ___ and Unit ___, Level ___ and includes the connecting cable, duct work and equipment enclosures running through the Buildings intended to be used for the purposes of electronic meter data collection and storage and all uses ancillary thereto, broadcasting, distributing, transmitting, re-transmitting and receiving radio, television, telephone, microwave data, radio data, paging and/or satellite transmissions, signals, or for any other electronic or communication purposes, and for any other lawful purpose electronic meter data collection and storage and all uses ancillary thereto, as more particularly described in Section 4.5(a)(ii) of this Declaration;
- (i) "**Construction Licence Agreement**" means the agreement to be entered into between the Residential Condominium and the Declarant, as owner of the lands comprising the Overall Development, to assist in the construction of the Overall Development. It shall also include in this definition any agreement or agreements amending or replacing the original Construction Agreement, including, without limiting the generality of anything contained hereinbefore or hereinafter, any amendment or replacement construction licence agreement, whether such agreement or agreements provide for all or any of the foregoing matters or other matters not contained within the original agreement and in the case of any

amendment which amends the original agreement, in part, without replacing the said agreement, this term shall, collectively, include the original Construction Licence Agreement and the amendment(s) thereto;

- (j) **“Development”** means the development of the lands and premises within the overall site owned by the Declarant, including the Residential Condominium and the Overall Development;
- (k) **“Development Agreement”** means any development, site plan or similar agreement entered into by the Declarant (and any of its predecessors in title) with the City of Brampton or with any other relevant Governmental Authority dealing with any aspect of the Development;
- (l) **“Disabled Parking Units”** means Parking Units ____ and ____, Level A;
- (m) **“Governmental Authorities”** means the City of Brampton and all other governmental authorities, agencies, or administrative bodies having jurisdiction over the Property;
- (n) **“Limitation Agreement”** means the agreement between the Declarant and the Residential Condominium which provides that: (i) the Residential Condominium has no rights against the Declarant beyond those that are specifically granted to the Residential Condominium under the Ontario New Home Warranties Plan Act and by the Tarion Warranty Corporation; (ii) the Residential Condominium's only recourse against the Declarant for a final and binding resolution of any outstanding, incomplete or deficient items and any other matters relating to the Residential Condominium that fall within the jurisdiction of the Tarion Warranty Corporation is through the process established for and administered by the Tarion Warranty Corporation; (iii) if required by the Declarant, in its discretion, the Residential Condominium, together with the Declarant, shall appoint and constitute Tarion Warranty Corporation as a sole and final arbiter of all such matters; (iv) the Residential Condominium indemnifies and saves the Declarant harmless from all actions, causes of actions, claims and demands for damages or loss which are brought by the Residential Condominium in contravention of the Limitation Agreement; and (v) the Limitation Agreement shall not be terminated or terminable by the Residential Condominium following the turnover meeting;
- (o) **“Non-Objection Agreement”** means the agreement between the Residential Condominium and the Declarant, enuring to the benefit of its affiliates, successors and assigns, whereby the Residential Condominium covenants that it shall not directly or indirectly object to or oppose any application by the Declarant (or its affiliated, related or associated corporations or their successors and assigns) for severance, minor variance, site plan approval, subdivision approval, development, zoning, re-zoning, amendment to the Official Plan or secondary plan or any similar applications (including, without limitation, any applications for a change of use of any parking units and/or storage units owned by the Declarant) with respect to the Overall Development. It shall also include in this definition any agreement or agreements amending or replacing the original Non-Objection Agreement, including, without limiting the generality of anything contained hereinbefore or hereinafter, any amendment or replacement non-objection agreement, whether such agreement or agreements provide for all or any of the foregoing matters or other matters not contained within the original agreement and in the case of any amendment which amends the original agreement, in part, without replacing the said agreement, this term shall, collectively, include the original Non-Objection Agreement and the amendment(s) thereto;
- (p) **“Overall Development”** means the Commercial Component and the Residential Condominium located within the Buildings;
- (q) **“Owner”** means the owner or owners of the freehold estate(s) in a Unit, but does not include a mortgagee unless in possession;
- (r) **“Parking Units”** means Units __ to ____ on Levels A, B, C and D of the Residential Condominium;
- (s) **“Project Agreements”** means, collectively, the Construction Licence Agreement and the Shared Use Agreement;
- (t) **“Residential Condominium”** or **“Condominium”** or **“Corporation”** means the condominium corporation created by the registration of this Declaration and Description pursuant to the Act;
- (u) **“Residential Units”** means _____;
- (v) **“Commercial Component”** means those areas adjacent to the Residential Condominium, which are utilized by the Declarant, its successors and assigns, for retail/commercial purposes or such other purposes as permitted by municipal by-laws, from time to time, and

- includes units and common elements that may be created by registration of (a) plan of condominium(s) thereon at some future date;
- (w) **“Rules”** means the rules passed by the Board from time to time in accordance with the provisions of the Act;
 - (x) **“Service Units”** means approximately _____ (____) Units on Levels _____, intended to be in the shared ownership of the Residential Condominium and the Commercial Component;
 - (y) **“Sewer/Ground Water Discharge Agreement”** means any agreement(s) which may be imposed by the City of Brampton regarding requirements related to sewer/ground water discharge from the Residential Condominium and possibly the Commercial Components and/or the Overall Development into the City of Brampton sewer systems. It shall also include in this definition any agreement or agreements amending or replacing the original Sewer/Ground Water Discharge Agreement, including, without limiting the generality of anything contained hereinbefore or hereinafter, any amendment or replacement Sewer/Ground Water Discharge Agreement, whether such agreement or agreements provide for all or any of the foregoing matters or other matters not contained within the original agreement and in the case of any amendment which amends the original agreement, in part, without replacing the said agreement, this term shall, collectively, include the original Sewer/Ground Water Discharge Agreement and the amendment(s) thereto;
 - (z) **“Shared Use Agreement”** means the agreement between this Residential Condominium and the Declarant, its successors and assigns, as owner of the Commercial Component, pertaining to the ownership, use and cost sharing of the various shared services and shared systems (inclusive of the Service Units) serving and benefitting the Residential Condominium and the Commercial Component. It shall also include in this definition any agreement or agreements amending or replacing an original Shared Use Agreement, including, without limiting the generality of anything contained hereinbefore or hereinafter, any amendment or replacement shared use agreement, whether such agreement or agreements provide for all or any of the foregoing matters or other matters not contained within the original agreement and in the case of any amendment which amends the original agreement, in part, without replacing the said agreement, this term shall, collectively, include the original Shared Use Agreement(s) and the amendment(s) thereto;
 - (aa) **“Sign Units”** means approximately _____ (____) Units on Levels _____;
 - (bb) **“Storage Units”** means _____;
 - (cc) **“Units”** means all portions of the condominium designated as a unit, collectively, as the context may require;
 - (dd) **“Utility”** has the meaning ascribed thereto in Section 2.5(a) of this Declaration; and
 - (ee) **“Utility Monitoring Agreement”** means the agreement(s) to be entered into by the Residential Condominium and any utility monitor, from time to time, in connection with the monitoring and invoicing for recorded consumption of hydro-electricity and water utilized by each of the Residential Condominium's units contained within the Residential Condominium.

1.2 Act Governs the Lands

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

1.3 Standard Condominium

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

1.4 Consent of Encumbrancers

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

1.5 Boundaries of Units and Monuments

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

(a) Residential Units

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

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

(b) Parking Units and Storage Units

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

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

(c) Sign Units

Each Sign Unit ***shall include*** all fixtures, appurtenant thereto, including but not limited to, the base on which the Unit rests (if applicable) and any wire cable conduit, duct and electrical equipment which provide a service or utility to the Unit, regardless of whether or not same are located outside the Unit boundaries of the Sign Units described in Schedule "C".

(d) Service Units

Each Service Unit ***shall include*** all exterior doors, door frames, windows and frames (if applicable), louvers and gratings, all pipes, wires, cables, ducts, garbage chutes, shafts and mechanical and electrical apparatus, including but not limited to any make up air units, which provide a service or utility to the unit only, regardless of whether or not same are located outside the unit boundaries of the Service Unit described in Schedule "C".

Each Service Unit ***shall exclude*** any pipe, wire, cable, conduit, duct, shaft, mechanical or electrical apparatus, which provides a service or utility to another unit or the common element.

(e) Communication Control Unit

Each Communication Control Unit ***shall include*** all equipment, installations and fixtures, attached and appurtenant thereto any pipe, wire, cable conduit, duct, shaft, mechanical and electrical apparatus that provide a service or utility to the unit only, regardless whether or not the same are located outside the unit boundaries of the Communication Control Unit described in Schedule "C".

Each Communication Control Unit ***shall exclude*** the roof membrane, where applicable, any pipe, wire cable, conduit, duct, shaft, mechanical or electrical apparatus, which are situate within the unit and that supply a service or utility to another unit or the common element.

1.6 Common Interest and Common Expense Allocation

Each Owner shall have an undivided interest in the Common Elements as a tenant in common with all other Owners 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 Residential Condominium

The Residential Condominium's address for service and mailing address shall be c/o ICC Property Management Ltd, 2875 14th Avenue, Suite 300, Markham, Ontario, L3R 5H8 or such other address as the Residential Condominium may by resolution of the Board determine. The Residential Condominium's municipal address is: 15 Skyridge Drive, Brampton, Ontario.

1.8 Approval Authority Requirements

The following conditions have been imposed by the approval authority to be included in this Declaration:

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

1.9 Architect/Engineer Certificates

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

**ARTICLE II
COMMON EXPENSES**

2.1 Specification of Common Expenses

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

2.2 Payment of Common Expenses

Each Owner shall pay to the Residential Condominium 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 Residential Condominium 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 other residents of the Unit and/or their respective tenants, invitees or licensees, or as a result of any breach or non-compliance with any Applicable Zoning By-laws, or other laws or regulations, and which is directly attributable to the use made by any Owner of a Unit or by other residents of the Unit, tenants and/or their respective invitees or licensee, shall be borne and paid for by such Owner and may be recovered by the Residential Condominium against such Owner in the same manner as common expenses.

2.3 Reserve Fund

- (a) The Residential Condominium shall establish and maintain one or more reserve funds (the "**Reserve Fund(s)**") and shall collect from the Owners as part of their contribution towards the common expenses, all amounts that are reasonably expected to provide sufficient funds for major repair and replacement of Common Elements and assets of the Residential Condominium; and
- (b) No part of any Reserve Fund(s) shall be used except for the purpose for which the fund was established. Each Reserve Fund shall constitute an asset of the Residential Condominium and shall not be distributed to any Owner except on termination of the Residential Condominium in accordance with the provisions of the Act.
- (c) However, for the purposes of the Act, this Declaration and/or the Shared Use Agreement to which the Residential Condominium is a party to from time to time, any and all portions of the shared facilities and/or components not comprising part of the registered description plan of this Residential Condominium shall be deemed to be an "asset" of the Residential Condominium for the purposes of utilizing any of its Reserve Fund(s) in connection with this Residential Condominium's responsibility to share in the cost of repairing and/or replacing such shared facilities.

2.4 Status Certificate

The Residential Condominium shall, upon request, provide the requesting party with a status certificate and accompanying statements and information in accordance with Section 76 of the Act. The Residential Condominium shall forthwith provide the Declarant with a status certificate and all such accompanying statements and information, as may be requested from time to time by or on

behalf of the Declarant in connection with a sale or mortgage of any unit(s) in the Residential Condominium, all at no charge or fee to the Declarant. Similarly, the Residential Condominium shall, upon request, provide the Declarant with a certificate of status pursuant to the Project Agreements, at no charge or fee to the Declarant (or to any original unit purchaser or mortgagee of any unit in the Residential Condominium) and, in addition, to any tenant or occupant, inclusive of any leasehold mortgagee, of any portion or portions of the Commercial Component.

2.5 Check-Metering or Sub-Metering of Utilities

- (a) Hydro and water (collectively, the "**Utility**") will be provided on a bulk basis by the utility provider (the "**Utility Provider**") to the Residential Corporation and the bulk bill shall be paid by the Residential Corporation to the Utility Provider on the express understanding that each Residential Unit Owner will be solely responsible for payment of the recorded consumption as invoiced by the Utility Monitor (hereinafter defined). Each Residential Unit will be individually check or submetered for Utility consumption within the Residential Unit. Unit Owners will be billed by the Utility Provider or by a utility monitor(s) (the "**Utility Monitor**") directly in accordance with the check or submeter reading.
- (b) Each Owner shall be responsible to pay the costs of the metered Utility service supplied to his or her Residential Unit directly to the Residential Corporation, the Utility Provider or the Utility Monitor or its agent based on the amount of such utility service supplied as determined by the said meter for his or her unit and such payment will not be credited against his or her obligation to pay common expenses.
- (c) Any monies owing for Utility consumption metered by such check or submeter and not paid to the Residential Corporation, the Utility Provider or the Utility Monitor or its agent may (without the obligation of the Residential Corporation to do so) be paid by the Residential Corporation and shall be a debt owed by the Owner of the Residential Unit whose occupants have incurred such utility service and shall be collectible as if the same were a common expense in arrears and for such purposes only shall be considered common expenses. Payment to the Residential Corporation shall be made in such manner and with such frequency as determined by the board from time to time acting reasonably in the event of such default. Interest will accrue on arrears of money owing for utility usage at the same rate as interest accrues on arrears of common expense payments.
- (d) Once an Owner has defaulted in payment to the Residential Corporation, the Utility Provider or the Utility Monitor, or its agent, as a condition of being supplied or continuing to be supplied with such Utility, the Residential Corporation has the right to require an Owner to maintain a deposit with the Residential Corporation of an amount equal to one month's common expense fees. The Residential Corporation is entitled to apply such deposits against monies owing by a defaulting Owner on account of the supply of the Utility.
- (e) The Residential Corporation shall be entitled, subject to complying with all other laws and regulations, to stop the supply of the Utility to any Residential Unit where the payments owing for same are more than thirty (30) days in arrears. Entry to Residential Units from time to time by any municipal or public utility representative or other personnel authorized by the Residential Corporation for the purposes of installation, repair, maintenance and the reading of meters is hereby authorized. Such work as is required within the unit or its appurtenant common elements as is necessary in order to facilitate the usage and operation of any meter is also permitted.
- (f) Notwithstanding any other provisions of this Declaration, the Residential Condominium and each applicable Unit Owner authorizes entry to Units and the Common Elements by the Utility Provider and/or Utility Monitor or their subcontractors from time to time, as deemed necessary by the Utility Provider and/or Utility Monitor for the purposes of conducting inspection, maintenance, repair and reading of the submeters. Work that is required within a Unit or Common Elements (including exclusive use Common Elements) in order to facilitate the usage and operation of any submetering 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.
- (g) The Utility Provider and/or the Residential Condominium shall be entitled, subject to complying with all other laws and regulations, to either stop the supply of the Utility 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 Residential Unit.

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 Residential Condominium, or a contravention of any of the Project Agreements;
- (b) is likely to damage the property of the Condominium, injure any person, or impair the structural integrity of any Unit or Common Element area;
- (c) will unreasonably interfere with the use and enjoyment by the other Owners of the Common Elements and/or their respective Units;
- (d) may result in the cancellation (or threatened cancellation) of any policy of insurance obtained or maintained by the Residential Condominium, or that may significantly increase any applicable insurance premium(s) with respect thereto, or any deductible portion in respect of such policy; or
- (e) would lead to a contravention by the Residential Condominium and/or Owners of a Unit of the Applicable Zoning By-laws.

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

3.2 Exclusive Use Common Elements

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

- i. Subject to paragraph 3.5 hereof, in the event of any contravention of the prohibitions contained in subparagraph 3.4(a) below, or, with respect to exclusive use Common Elements areas, contravention of the provisions of this Declaration, the By-laws or the Rules, after provision of reasonable written notice to the Owner of the Unit to which the exclusive use Common Element area pertains, the Board or any person that the Board may direct shall have the right to access and enter upon such exclusive use Common Element area and to do or cause any act to return such exclusive use Common Element area to its original condition at the Owner's expense.
- ii. Each Owner, upon the Residential Condominium's request, shall provide to the Residential Condominium or to any of its authorized workmen, servants, agents or contractors access to and use of the exclusive use Common Elements for the purpose of facilitating the maintenance and repair of any other part of the Common Elements, any other Unit or any other part of the Buildings and, in particular, and without limiting the generality of the foregoing, for the purpose of installing or operating window washing equipment, scaffolding and a swing stage (in order to facilitate the cleaning of all windows exterior to the Residential Units), where applicable. If applicable, no Owner shall in any way alter, remove or obstruct the window washing anchors, if any, located on the exclusive use Common Elements.
- iii. Owners and/or residents shall not:
 - A. do or permit anything to be done or installed on any patio, balcony, terrace or exclusive use area which by reason of its weight, size, or use may overload a patio, balcony, terrace or exclusive use area, including but not limited to hot tubs, wading pools, pot(s), planter(s) or other structure(s);
 - B. do or permit anything to be done or installed on any patio, balcony, terrace or exclusive use area that could in any way negatively affect or breach the structural slab membrane and any associated insulation or other materials located beneath such exclusive use Common Element area; and/or

- C. grow or permit to be grown any type of plants, shrubbery or flowers so profusely or abundantly that it encroaches into or onto any other Units or Common Elements areas (including exclusive use).
- (b) Notwithstanding the foregoing, after provision of reasonable written notice to the Owner of the Unit to which the exclusive use Common Elements area pertains, the Board, or any person that the Board may direct, shall have the right to maintain, repair, install, add and/or remove any fixture, outlet, sign, pipe, electrical wire or conduit, or any other apparatus located entirely or partially within the limits of any exclusive use portion of the Common Elements that the Board deems necessary.

3.3 Restricted Access

- (a) The Amenities of the Residential Condominium are available for use only by Owners of a Residential Unit who reside in their units and/or residents of a Residential Unit in this Residential Condominium, along with their respected guests and invitees, in accordance with the rules governing the use of the Amenities as determined by the Board from time to time.
- (b) Save as otherwise specifically provided in this Declaration to the contrary, no Owner (or resident) shall have any right of access to those parts of the property used from time to time as the management office, storage room, janitor's room, staff change rooms, utility, service, Buildings maintenance, mechanical, garbage or storage area(s), the Declarant's marketing/sales/construction/customer service office, the Communication Control Unit, the Sign Unit or any other parts of the property used for the care, maintenance or operation of the property, without the prior written consent of the Board.
- (c) Except for the Declarant or as otherwise permitted in this Declaration, no one shall be entitled to place or affix any matter or thing directly on top of any rooftop structure which encloses or houses the mechanical and chiller room, the elevator shafts, the stairwells, the catwalks, the cooling tower, the boiler room and/or the fresh air ducts.
- (d) This paragraph 3.3 shall not apply to any mortgagee holding mortgages on at least thirty (30%) percent of the Units who shall have a right of access for inspection upon forty-eight (48) hours' notice to the Residential Condominium or its property manager.
- (e) Subject to the entitlement of the Residential Condominium to install a consumption meter pursuant to Section 4.5(b), neither the Residential Condominium nor any Owners/residents shall have any right of access to the Communication Control Unit (unless the Residential Condominium becomes the Owner of certain or all of the Communication Control Unit at some future date). In addition, neither the Residential Condominium nor any Owner/residents shall any right of access to the Sign Unit (unless the Residential Condominium becomes the Owner of the Sign Unit at some future date).

3.4 Modifications of Common Elements, Assets and Services

(a) General Prohibition

Unless expressly permitted in this Declaration, no Owner shall make any change or alteration to the Common Elements (including exclusive use Common Elements, if applicable) 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 Residential Condominium in accordance with section 98 of the Act.

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

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

(c) Substantial Additions, Alterations and Improvements by the Residential Condominium

The Residential Condominium may, by a vote of Owners who own at least sixty-six and two thirds (66⅔%) percent of the Units, make a substantial addition, alteration or improvement to the Common Elements, a substantial change in the assets of the Residential Condominium or a substantial change in a service the Residential Condominium provides to the Owner 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 Residential Condominium hereafter passed or enacted to the contrary, it is expressly stipulated and declared that:

- (a) the Declarant or a subsidiary body corporate, holding body corporate or affiliated body corporate of the Declarant and its authorized agents, representatives and/or invitees shall have free and uninterrupted access to and egress from the Common Elements, the Parking Units, the Storage Units, Sign Units, Service Units, Communication Control Unit, and the Amenities of the Condominium, for the purposes of implementing, operating and/or administering the Declarant's marketing, sale, lease, construction, financing and/or customer-service program(s) with respect to any unsold Units in this Condominium, from time to time, including, without limiting the generality of the preceding the right to locate trailer(s) or other structure(s) on the Common Elements from time to time until the Declarant has sold all of the Units in the Condominium;
- (b) the Declarant or a subsidiary body corporate, holding body corporate or affiliated body corporate of the Declarant and its authorized agents or representatives shall be entitled to erect and maintain security cameras for the purposes of preventing and addressing damage to and thefts of construction equipment and/or materials, upon any portion of the Common Elements and within or outside any unsold Units, at such locations 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;
- (c) the Declarant or a subsidiary body corporate, holding body corporate or affiliated body corporate of the Declarant 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, including, without limitation, the Amenities of the Condominium, 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 Residential Condominium (or anyone else acting on behalf of the Residential Condominium) prevent or interfere with the provision of utility services (or any other usual or customary services) to the Declarant's marketing/sales/rental/construction/customer-service office(s) and said model suites; and
- (d) the Residential Condominium shall ensure that no actions or steps are taken by anyone which would prohibit, limit or restrict the access, ingress and egress rights of the Declarant or a subsidiary body corporate, holding body corporate or affiliated body corporate of the Declarant and its authorized agents, representative and/or invitees over the Common Element areas of this Residential Condominium;

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

In addition to the foregoing, and notwithstanding any other provision of this Declaration, or the By-laws and/or Rules from time to time:

- (a) the Declarant, its officers, employees, agents and invitees shall have free and unlimited access to and egress from all parts of the common elements of the Residential Condominium until the later of completion of the sales of and the transfer of title to all units in this Residential Condominium and the completion of the lease/sale and/or rental of all space to be contained within the Commercial Component and for the purpose of gaining access to its own units, and to those facilities and services which are shared between the Residential Condominium and the Commercial Component, including access to the common elements of the Residential Condominium, for any lawful purpose including, but not limited to, responding to any claims submitted by the Residential Condominium to the Declarant and to the Tarion Warranty Program in respect of outstanding construction matters (including effecting repairs to the common elements) and to showing same to persons interested in the Development;
- (b) the Declarant shall be entitled to erect and maintain signs for marketing / sales / rental / leasing purposes upon any portion of the common elements, and within or outside any unsold units pursuant to the Declarant's ongoing marketing/sales/rental/leasing program in connection with the Residential Condominium and the Commercial Component, at such location(s) and having such dimensions as the Declarant may determine in its sole discretion, until the later of such time as all Units in the Residential Condominium have been sold and title transferred by the Declarant and the completion of the lease/sale and/or rental of all space to be contained within the Commercial Component; and

- (c) the Declarant shall also be entitled to use and occupy any portion of the Residential Condominium for the Declarant's marketing/sales/rental/leasing program with respect to all components, and to erect and maintain a sales/construction office thereon at such location as the Declarant may select, in its sole discretion, until the later of such time as the Declarant has sold and transferred title to all of the units in the Residential Condominium and, in addition, until the completion of the lease/sale and/or rental of all space to be contained within the Commercial Component. The cost of erecting, maintaining and ultimately dismantling the said sales/construction office and/or management office shall be borne by the Declarant, but the Declarant shall not be charged for the use of the space so occupied in the Residential Condominium, nor for any utility services supplied thereto, nor shall the Residential Condominium (or anyone else acting on behalf of the Residential Condominium) prevent or interfere with the provision of utility services to the said sales/construction/management office. The rights set out in Section 3.3 shall also extend to the right of the Declarant to market for purchase or rental any or all of the space comprising the Commercial Component.

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 leash at all times during ingress and egress from a Unit and while on the Common Elements. Notwithstanding the generality of the foregoing, no pet deemed by the Board, in their sole and absolute discretion, to be a danger or a nuisance to the residents of the Residential Condominium is permitted to be on or about the Common Elements. Notwithstanding the foregoing, no pet that is classified as an "attack dog" by the Board, in its sole and unfettered discretion, shall be permitted to be kept in any Unit and/or on the Common Elements in the Condominium at any time.

3.7 Storage of Refuse

Storage of refuse shall only be permitted within the designated refuse storage area(s) and/or room(s) on the Property and in accordance with all requirements of applicable Governmental Authorities, this Declaration and the Rules of the Residential Condominium from time to time.

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 any one in such a manner as to result in the cancellation, or threat of cancellation, of any policy of insurance obtained or maintained by the Residential Condominium or otherwise referred to in this declaration. In the event that the use made by any Owner of his or her unit (or tenant), other than the Declarant, results in the premiums of any insurance policy obtained or maintained by the Residential Condominium being increased, or results in such policy being cancelled, then the Owner of the unit shall be personally liable to pay and/or fully reimburse the Residential Condominium for such increased portion of the insurance premiums so payable by the Residential Condominium (as a result of such Owner's use), and such Owner shall also be liable to pay and/or fully reimburse the Residential Condominium for all other costs, expenses and liabilities suffered or incurred by the Residential Condominium as a result of such Owner's breach of the foregoing provisions of this subparagraph. The foregoing provision shall not, however, be construed so as to prohibit or restrict (nor shall same be applied in any manner which prohibits or restricts) rental residential accommodation arrangements made (or to be made from time to time) by or on behalf of the Declarant, its successors and assigns, and/or any other residential unit Owner(s), and the aforementioned indemnity and reimbursement provisions with respect to any increase in insurance premiums and/or deductible amounts regarding the Residential Condominium's insurance shall not apply with respect to the rental residential accommodation arrangements made (or to be made from time to time) by or on behalf of the Declarant, its successors and assigns, and/or any other residential unit Owner(s);
- (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, all agreements authorized by the By-laws, and the Rules;
- (c) No change shall be made in the colour of any exterior glass, window, door or screen of any Unit or of any balcony guards and balcony guard glass 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 Buildings, 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 backed with white or off-white in order to present a uniform appearance to the exterior of the Buildings. 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 Owner shall place, leave or permit to be placed or left on the Property any debris, refuse or garbage, save as permitted by the Rules; and
- (e) Save and except for the Declarant, no Owner shall alter the grade of the Property or install any landscaping or other improvements on or to the Unit which may obstruct the drainage pattern of the Property as determined by the Board in its sole discretion.

4.2 Residential Units

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

- (a) Each Residential Unit shall be occupied and used 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 Residential Condominium and all improvements to the property, in maintaining one or more residential units as models for display and sales/rental/leasing purposes and otherwise maintaining construction offices, displays and signs therein and anywhere on the property until all units in this Residential Condominium have been sold and title transferred by the Declarant, and until the completion of the sale and/or rental of all space to be contained within the Commercial Component;
- (b) Save as otherwise provided for in this Declaration, no sign, advertisement or notice of any type shall be inscribed, painted, affixed or displayed on any part of the inside or outside of any Residential Unit, except for signs marketing the Residential Condominium or Units contained therein by the Declarant and/or a subsidiary body corporate, holding body corporate or affiliated body corporate of the Declarant, or its authorized agents and representatives;
- (c) No animal, livestock, fowl, reptile or pet of any kind other than general household, domestic pets defined as being not more than two (2) of the following: dogs, cats, small caged birds; or an aquarium of goldfish or tropical fish; or small caged animals usually considered to be a domestic pet 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. Notwithstanding the generality of the foregoing, no pet deemed by the Board in its sole and absolute discretion, to be a danger to the residents of the Residential Condominium shall be permitted in any Unit. No breeding of animals for sale shall be carried on, in or around any Unit. Notwithstanding the foregoing, no pet classified as an "attack dog" by the Board, in its sole and unfettered discretion, shall be permitted to be kept in any Unit and/or on the Common Elements of the Residential Condominium at any time, provided that if such dog is required for therapeutic or medical purposes, the Owner or occupant of the Unit shall provide the Residential Condominium with reasonably detailed written confirmation of same from his or her doctor or physician;
- (d) In the event the Board determines in its sole discretion acting reasonably, that any noise or odour is being transmitted to another Unit and that such noise or odour is an annoyance and/or a nuisance and/or disruptive (regardless of whether that Unit is adjacent to or wherever situated in relation to the offending Unit), then the Owner of such Unit shall at his or her own expense take such steps as shall be necessary to abate such noise or odour to the satisfaction of the Board. In the event the Owner of such Unit fails to abate the noise or odour, the Board shall take such steps as shall be necessary to abate the noise or odour and the Owner shall be liable to the Residential Condominium for all expenses incurred by the Residential Condominium in abating the noise or odour which expenses are to include reasonable solicitor's fees on a full indemnity basis and shall be deemed to be additional contributions to common expenses and recoverable as such;
- (e) Save and as otherwise provided in this Declaration to the contrary, no Residential Unit Owner having exclusive use of any patio, balcony or terrace area, shall alter or repair said patio, balcony or terrace area or any balcony guards and balcony guard glass, nor apply any paint, stucco, wallpaper, varnish, stain or other materials or finishes to any portion thereof (nor to any portion of the exterior window glazing), nor alter or change the colour texture and/or materials constituting same, without the prior written consent of the Board;

- (f) No change shall be made in the colour of any roof materials, exterior paint, exterior glass, window, door or screen of any Unit or of any balcony or terrace area or any balcony guards and balcony guard glass 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 Buildings, 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 Buildings. Without limiting the generality of the foregoing, flags, banners, sheets, slogans, foil, wood, plastic or metal painted or unpainted, shall not be affixed, attached to, hung, displayed or placed in any manner in any window. No clothesline or similar device shall be allowed on any portion of the Property nor shall clothes or other laundry be hung anywhere on the Property. The board shall have the right to cause the removal of anything which contravenes this provision, it being the intent of the board to maintain high and uniformly kept standards of architectural control and design within the Residential Condominium;
- (g) 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. Without limiting the generality of the foregoing, no boundary, load-bearing or partition wall, floor, door or window, toilet, bath tub, wash basin, sink, heating, plumbing or electrical installation contained in or forming part of a Unit shall be installed, removed, extended or otherwise altered without the prior written consent of the Board. This provision is not intended to restrict an Owner from carrying out a change which is solely decorative in nature, including any change to the configuration of the partition walls within the Residential Unit, provided such walls or partitions are non-load bearing and contain no service conduits that service any other unit or the common elements, and the Owner's trades entering the Buildings and performing work in the Residential Unit comply with the Rules. The Declarant is entitled to make structural alterations to a Residential Unit so as to create one suite out of two Residential Units in which event the percentage interest of each of the two Residential Units in the common elements will not be altered;
- (h)
 - (i) For the purpose of this subparagraph, "**Vertical/Horizontal Party Wall**" means a vertical or horizontal wall constructed along the boundary between two (2) Residential Units shown in the Description as a vertical or horizontal plane. Where and to the extent that concrete, concrete block, drywall or masonry portions of walls/floors/ceilings or columns located within the Residential Unit are not load-bearing walls or columns, and contain no service conduits that service any other Unit or the Common Elements, an Owner may, upon executing an agreement pursuant to Section 98 of the Act and with the prior written consent of the Board which may attach any reasonable condition to its consent, including obtaining the approval of the insurer of the Property and the Owner's written agreement to indemnify and save the Residential Condominium harmless from and against any and all costs, expenses, damages, claims, and/or liabilities which the Residential Condominium 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 Residential Condominium 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 Residential Condominium and the conditions, if any, of approval by the Board; and
 - (C) the drawings, specifications and data lodged with the Board.
- (iv) Forthwith following the completion of any work which an Owner is entitled to perform pursuant to subparagraph (i) above, the Owner shall deliver a further certificate from the said architect and/or engineer, or such other architect and/or engineer as may be acceptable to the Board, certifying that the work has in fact been completed in accordance with the drawings and data previously lodged with the Board, the structural integrity of the Common Elements has not been impaired, and that such work has not interfered with or impaired any structure or the functioning or operation of any machinery and equipment which is part of the Common Elements; or failing such certifications, specifying in reasonable detail the reasons why such certification cannot be made.
- (v) Notwithstanding the removal of the whole or any portion of any demising or partition wall or floor/ceiling as aforesaid, the adjoining Residential Units thereto shall still constitute two separate Residential Units, as illustrated in the Description and all rights and obligations of the Owner(s) of the said two adjoining Residential Units, whether arising under the Act, the Declaration, the By-Laws or the Rules shall remain unchanged.

4.3 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 Residential Condominium. Without limiting any narrower definition of a motor vehicle as may hereafter be imposed by the Board, the term "**motor vehicle**", when used in the context of Parking Units, shall be restricted to a private passenger automobile, motorcycle, station wagon, small sport utility vehicle or compact minivan and shall exclude any type of over-sized commercial vehicle or truck, and any trailer, recreational vehicle, motor-home, boat and/or snowmobile (and such other motor vehicles as the Board may determine from time to time). For those Parking Units, if any, equipped with electrical car charging stations all electricity consumed in the operation of such electrical car charging stations shall be billed to the Owner and in the event that the installation of a submeter is required in order to track electricity usage in such electrical car charging stations, all costs associated with the installation and subsequent operation of such submeter shall be paid by the Owner.
- (b) It shall be the responsibility of each motor vehicle owner to ensure that his or her motor vehicle can be properly operated and/or parked in the parking structure within the Property, and each Unit Owner shall ensure that his or her tenants and occupants comply with the foregoing. The Owner of a Parking Unit, may park one motor vehicle within the boundaries of such Parking Unit, provided however that in no instance shall any portion of any motor vehicle so parked within a Parking Unit protrude beyond the boundaries thereof or encroach upon any portion of the Common Elements. Each Owner shall maintain his or her Parking Unit in a clean and sightly condition, notwithstanding that the Residential Condominium may make provision in its annual budget for cleaning of Parking Units.
- (c) The Declarant, at its option, shall have the right to use and allow its customer service staff, sales staff, authorized personnel or any prospective purchaser or tenant to use any unsold Parking Units which right shall continue until such time as all of the Units in this Residential Condominium have been transferred by the Declarant or a subsidiary body corporate, holding body corporate or affiliated body corporate of the Declarant.
- (d) Notwithstanding the provisions of this paragraph, in the event the Residential Condominium becomes the Owner of certain of the Parking Units, the Board may, from time to time, designate the said Parking Units for alternate uses, provided that such alternate use is in accordance with the requirements of the Applicable Zoning By-laws and approved by the requisite number of Owners at a meeting duly called for that purpose.
- (e) The Parking Units are subject to a right of access over, along and upon such Parking Units at all times when necessary in favour of the Residential Condominium, its servants, trades, agents and employees for the purposes of ingress to and egress from mechanical, electrical and service areas which are part of the Common Elements and for garage sweeping and repairs.
- (f) The Residential Condominium or any applicable Governmental Authority shall have the right to and license for access and for ingress and egress over any of the Parking Units for the purposes of the installation, maintenance, repair, and/or replacement of storm and sanitary sewer pipes, gas pipes, water lines, sprinkler systems, hydro electric wires, cables,

emergency generators and transformer vaults, underground telephone and television cables and fire alarm conduits, or for any other purpose required by the Residential Condominium or any applicable governmental authority.

(g) The Disabled Parking Units are subject to the following provisions:

- i. In the event that a "person with a disability", 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 obtains the right to use a Parking Unit which is not a Disabled Parking Unit, the Owner or any person occupying a Disabled Parking Unit shall (if not disabled), upon notice from the Residential Condominium and at the request of the person with a disability, exchange the right to occupy the Disabled Parking Unit with the person with a disability for the Parking Unit which he/she has the right to use, said exchange of the right to occupy said space to continue for the full period that the person with the disability resides in the Buildings.
- ii. When a "person with a disability", 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, requests an exchange of occupancy rights for the Disabled Parking Unit, the Residential Condominium shall forthwith notify the Owner 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 also a person with a disability.
- iii. No rent, charges, fees or costs whatsoever shall be charged by the Owner, occupant or the Residential Condominium in connection with the exchange of the right to occupy.

4.4 Storage Units

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

4.5 Communication Control Unit

- (a) The Communication Control Unit and the appurtenant exclusive use common element areas shall be used and occupied by the Owner of such Unit(s) for the purposes of electronic meter data collection and storage and all uses ancillary thereto, broadcasting, distributing, transmitting, receiving and re-transmitting radio, telephone, television, microwave, radio, data, paging and/or satellite transmissions, signals, internet or other similar forms of communication and for any similar or ancillary purposes thereto or such other use(s) permitted or licensed by the Governmental Authority having jurisdiction thereover. Notwithstanding anything contained in this declaration or in the by-laws or rules hereinafter passed or hereinafter enacted to the contrary, the Owner of the CCU together with such Owner's agents, representatives, tenants, invitees, licensees and contractors) shall at all times have:
 - (i) the right of ingress and egress from and the right to pass and or traverse over and upon those portions of the common element areas of this Residential Condominium required to obtain full and complete access to the CCU and any of the CCU Equipment (as hereinafter defined);

- (ii) the right to install upon or within the CCU, and/or within the exclusive-use common element areas appurtenant thereto, all such transmission towers, antenna, microwave dishes, supporting wires and cables, anchoring systems, mechanical fasteners, electrical transformers, structural frames and all such other wires, cables, conduits, equipment, insulations and/or appurtenances thereto including the data collection, communications and billing hardware utilized by the Utility Monitor (collectively, the "**CCU Equipment**") as may be necessary or desirable for the effective use, operation and/or maintenance of the CCU and the exclusive-use common element areas appurtenant thereto; and
 - (iii) the right to install the CCU Equipment through, over, along, upon and in the common element areas of the Residential Condominium (and to connect same to the Building's electrical and mechanical services), in order to facilitate the reception, distribution, transmission and/or re-transmission of television, telephone, radio, data, microwave, paging and/or satellite transmissions and signals including, without limitation, the right to puncture, protrude, suspend, affix, anchor, encroach upon or construct anything within or upon the CCU and/or the exclusive-use common element areas appurtenant thereto for the purposes of enabling or facilitating the installation and operation of the CCU Equipment and/or enhancing the operation and use of the CCU, the CCU Equipment and/or the exclusive-use common element areas appurtenant to the CCU.
- (b) Notwithstanding anything provided to the contrary in this declaration, in the event that the Owner of CCU utilizes or operates the CCU for the purposes hereinbefore contemplated, then the Residential Condominium may install (or cause to be installed at the Residential Condominium's sole expense) a consumption meter measuring the electric service utilized or consumed by the Owner, tenant and/or licensee of the CCU. Once installed, the Residential Condominium shall cause the said consumption meter to be read on a monthly basis and shall thereafter submit an invoice with respect to the electric service so utilized or consumed to the Owner of the CCU (or such other party or parties as the said Owner may direct the Residential Condominium) reflecting only the actual cost of the electricity consumed based on prevailing rates charged from time to time by the applicable electric authority to the Residential Condominium directly. The Residential Condominium shall be solely responsible for the maintenance and repair of the said consumption meter.
- (c) Any compensation generated from the use of the CCU Equipment shall be for the sole account and enjoyment of the Owner of the CCU and the CCU Equipment.
- (d) At any time following creation of this Residential Condominium, at the option of the Declarant, to be exercised by notice in writing to this Residential Condominium, the Declarant may choose to transfer title of the Communication Control Unit for nominal consideration, to the Residential Condominium. In such event, this Residential Condominium agrees to accept the transfer of title of the Communication Control Unit and to register the transfer in the Land Registry Office forthwith upon receipt.

4.6 Service Units

- (a) As contemplated in the Shared Use Agreement, certain units have been created as Service Units with the intention that (certain or all of) the Service Units shall ultimately be shared by the Residential Condominium and the Commercial Component (as more specifically set out in the Shared Use Agreement) with the actual transfer of ownership of the Service Units to be conveyed by the Declarant within the time frame set out in the Shared Use Agreement.
- (b) Once ownership of the Service Units have been transferred to the Residential Condominium and the Commercial Component by the Declarant, any further sale, transfer, mortgage, charge, encumbrance or other conveyance of the whole or any portion of the Service Units (including any sale, transfer, mortgage, charge, encumbrance or other conveyance of the beneficial ownership or interest in the Service Units) shall require (in addition to any approvals which may be required pursuant to the provisions of the Act) the prior written consent of the co-tenants of the Service Units purported to be so sold, transferred, mortgaged, charged or encumbered together with the prior approval of two-thirds of the unit owners if a condominium is purporting to so sell, transfer, mortgage, charge or encumber its interests in the Service Units. In addition, every new owner, transferee, mortgagee, chargee or encumbrancer of the Service Units shall be required to execute (by way of counterpart or otherwise) an agreement in favour of the other co-tenants of the Service Units covenanting to be bound by the terms and provisions of the declaration and the Shared Use Agreement, as applicable, to the same extent and effect as if it had been an original party thereto.

4.7 Sign Units

- (a) The Owner of the Sign Unit shall be entitled to erect and maintain signs (or other advertising materials), which may be illuminated, within or upon the Sign Unit. All such signs and materials shall be erected, affixed and/or otherwise maintained in conformity with the

Applicable Zoning By-Laws. The Owner of the Sign Unit shall be permitted to enter into licensing arrangements with respect to the Sign Unit and any compensation received in connection therewith shall be for the sole account and enjoyment of the Owner of the Sign Unit.

- (b) The Declarant may sell, transfer, lease or otherwise convey the Sign Unit to any person, firm or corporation whether or not such transferee is/are also an owner of a dwelling or any other unit at the time of such sale, transfer, lease or conveyance.
- (c) The Owner(s) of the Sign Unit shall be permitted access to any portion of the common elements of the Residential Condominium as is required by it in order to install, maintain, repair or replace any sign or signs in the Sign Unit.
- (d) Notwithstanding anything provide to the contrary in this Declaration, in the event that the Owner of the Sign Unit utilizes or operates the Sign Unit for the purposes hereinbefore contemplated, then the Residential Corporation may install (or cause to be installed at the Residential Corporation's sole expense) a consumption meter measuring the hydro-electric service utilized or consumed by the owner, tenant and/or licensee of the Sign Unit. Once installed, the Residential Corporation shall cause the said consumption meter to be read on a monthly basis and shall thereafter submit an invoice with respect to the hydro-electric service so utilized or consumed to the Owner of the Sign Unit (or such other party or parties as the said Owner may direct the Residential Corporation) reflecting only the actual cost of the hydro-electricity consumed based on prevailing rates charged from time to time by the applicable hydro-electric authority to the Residential Corporation directly. The Residential Corporation shall be solely responsible for the maintenance and repair of the said consumption meter.
- (e) At any time following creation of this Residential Condominium, at the option of the Declarant to be exercised by notice in writing to this Residential Condominium, the Declarant may choose to transfer title of the Sign Unit for nominal consideration, to the Residential Corporation. In such event, this Residential Condominium agrees to accept the transfer of title of the Sign Unit and to register the transfer forthwith upon receipt.

4.8 Leasing of Units

- (a) Where an Owner leases his or her Unit, the Owner shall within ten (10) days or such lesser period as provided for in the Act of entering into a lease or a renewal thereof:
 - (i) notify the Residential Condominium that the Unit is leased;
 - (ii) provide the Residential Condominium with the lessee's name, the Owner's address and a copy of the lease or renewal or a summary of it in accordance with Form 5 as prescribed by Section 40 of Regulation 49/01;
 - (iii) provide the lessee with a copy of the Declaration, By-laws and Rules of the Residential Condominium; and
 - (iv) comply with any further requirements set out in the Act relating to the leasing of Units.
- (b) If a lease of the Unit is terminated and not renewed, the Owner shall notify the Residential Condominium in writing, pursuant to the Act.
- (c) No tenant shall be liable for the payment of common expenses unless notified by the Residential Condominium 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 Residential Condominium.
- (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) Save and except for the Declarant (and its related and affiliated entities), no Unit Owner shall be entitled to lease, license or otherwise permit occupancy of a Residential Unit (or any part thereof) for a term of less than six (6) months and such lease or agreement shall not contain an early termination provision. For greater clarity, peer-to-peer subleases and/or licenses such as those arranged by Airbnb and other similar providers shall not be permitted.

4.9 Restrictions relating to the sale/transfer and lease of Parking Units and/or Storage Units

- (a) Any of the Parking Units may at any time be sold, transferred or otherwise conveyed, either separately or in combination with other units, provided that any such sale, transfer or other conveyance of any Parking Unit is made only to:

- (i) the Declarant;
 - (ii) the Residential Condominium;
 - (iii) an Owner of a Residential Unit in this Residential Condominium; or
 - (iv) an owner of the Commercial Component (or any part thereof).
- (b) Any of the Parking Units may at any time be leased, either separately or in combination with other units, provided that any such lease is made only to:
- (i) the Declarant;
 - (ii) the Residential Condominium;
 - (iii) an Owner or occupant of Residential Unit in the Residential Condominium; or
 - (iv) an owner or occupant of the Commercial Component (or any part thereof).
- (c) Every lease of a Parking Unit shall provide or be deemed to contain a provision that where the Owner is deprived of ownership of his or her Residential Unit or commercial space through legal action by a party holding a registered execution, lien (including this Residential Condominium) or other encumbrance against such Residential Unit or commercial space, as applicable, then such lease shall be deemed to be in default and shall automatically terminate, and possession of the Parking Unit shall revert to the Owner.
- (d) Any of the Storage Units may at any time be sold, transferred or otherwise conveyed, either separately or in combination with other units, provided that any such sale, transfer or other conveyance of any Storage Unit is made only to:
- (i) the Declarant;
 - (ii) the Residential Condominium;
 - (iii) an Owner of a Residential Unit in this Residential Condominium; or
 - (iv) if the Storage Unit is located on Level A, B C or D of the Residential Condominium, an owner of the Commercial Component (or any part thereof).
- (e) Any of the Storage Units may at any time be leased, either separately or in combination with other units, provided that any such lease is made only to:
- (i) the Declarant;
 - (ii) the Residential Condominium;
 - (iii) an Owner or occupant of Residential Unit in this Residential Condominium; or
 - (iv) if the Storage Unit is located on Level A, B C or D of the Residential Condominium, an owner or occupant of the Commercial Component (or any part thereof).
- (f) Any instrument, or other document, purporting to effect the lease, sale, transfer, assignment, gift or other conveyance of any Parking Unit and/or Storage Unit in contravention of any of the foregoing provisions of this section shall be automatically null and void and of no force or effect whatsoever and any lease of any Parking Unit and/or Storage Unit shall automatically be deemed and construed to be amended in order to accord with the foregoing provisions of this Section 4.9.
- (g) At the option of the Declarant, to be exercised by notice in writing to the Residential Condominium at any time following its creation, the Residential Condominium shall be obliged to accept a conveyance of any unsold Parking Units and/or Storage Units from the Declarant for nominal consideration and shall be obliged to immediately thereafter register the transfer/deed accepting a conveyance of the Parking Unit(s) and/or Storage Unit(s), as applicable.

ARTICLE V MAINTENANCE AND REPAIRS

5.1 Repairs and Maintenance by Owner

- (a) Each Owner shall maintain his or her Unit, and subject to the provisions of the Declaration, each Owner shall repair his or her Unit after damage and all improvements and betterments made or acquired by an Owner, all at his or her own expense. Each Owner shall be responsible for all damages to any and all other Units and the Common Elements which are caused by the failure of the Owner or those for whom the Owner is responsible to so maintain and repair the Unit. In addition, without limiting the generality of the foregoing, each Owner shall maintain:
- (i) the interior surface of doors which provide the means of ingress and egress from his or her Unit and repair damage to those doors caused by the negligence of the Owner, residents, family members, guests, visitors, tenants or occupants, licensees or invitees to his or her Unit;

- (ii) subject to paragraph 5.3(c) to the interior surface of all windows in Units and interior and exterior surfaces of all windows and window sills contiguous to his or her Unit and which are accessible by such Unit's exclusive use area, if any, together with such exclusive use area which has been designated as such in respect of such Unit, if any, and shall be responsible for the costs incurred by the Residential Condominium 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, coils, conduits, ducts and mechanical or similar apparatus, that supply any service to his or her Unit only;
 - (iv) the bathtub enclosures, tiles, shower fans, ceiling and exhaust fans and fan motors located in the kitchen and bathroom areas of the Unit or adjacent Common Elements and services the Unit;
 - (v) the terrace, balcony and/or patio to which the Unit has direct access (if such Owner's Unit has been allocated an exclusive use terrace, balcony or patio) in a clean and sightly condition; and
 - (vi) his or her Parking Unit and Storage Unit in a clean and sightly condition (including cleaning and/or degreasing any oil stains caused by the Owner, residents, family members, guests, tenants, licensees or invitees to his or her Parking Unit as the case may be), notwithstanding that the Residential Condominium may make provision in its annual budget for the cleaning of the Parking Units.
- (b) Subject to paragraphs 5.1(c) and 5.3(e) hereof, each Owner shall further maintain, repair and replace the heating, ventilation and air conditioning equipment, including thermostatic controls contained within and servicing his or her Unit only (to and including the shut-off valve) (collectively, the "**HVAC Equipment**"). Such periodic maintenance shall include the cleaning and replacement of air filters. Each Owner shall be liable for any damage to the Unit and/or Common Elements due to the malfunction of the HVAC Equipment whether caused by the act or omission of an Owner, his or her servants, agents, tenants, family or guests or otherwise. No Owner shall make any change, alteration or addition in or to such equipment without the prior written consent of the Board.
- (c) The Residential Condominium may choose to arrange and undertake certain maintenance, repairs and replacements (including, but not limited to, the HVAC Equipment, as set out in paragraph 5.3(e), and in such case, such work shall be carried out exclusively by the Residential Condominium's authorized agents, representatives, employees and/or retained contractors or subcontractors, but shall nevertheless be paid for by the affected Unit Owner within 30 days of the Residential Condominium's presentation of an invoice for same, unless the Residential Condominium makes provision in its annual budget, whereupon such costs shall be allocated as part of the Common Expenses.
- (d) Each Residential Unit Owner must effect such repairs, replacements and maintenance in respect of the Residential Unit with respect to such Unit's electrical systems, plumbing mechanisms and systems, water softener, washing machines, dishwashers, water and air heating and/or air-conditioning mechanisms and systems, ventilation systems, clothes dryers and drying devices, dryer ducts and range hood vents (the foregoing being collectively referred to herein as the "**Unit Systems**") hoses and hose fastening mechanisms (i.e., for dishwashers, water softeners, water heaters and/or washing machines) as well as water sensors, smoke detectors, fire detectors and carbon monoxide detectors, as and where applicable (the foregoing being collectively referred to herein as "**Life Safety Warning Devices**") the Life Safety Warning Devices servicing such Residential Unit, as a prudent and careful owner or occupant would require and, as may be required by the Board, the Corporation's and/or Unit Occupants insurers from time-to-time and/or as may be prescribed by the Board at the cost of the Residential Unit Owner.
- (e) Each Residential Unit's Unit Systems, Life Safety Warning Devices as well as washers, dryers, water softeners and/or water heaters and all appurtenances and components thereof shall be kept in accordance with all applicable governmental legislation, regulations and Buildings or other codes, all requirements prescribed by the Board and/or applicable law and/or as the Board and the Corporation's and Unit Occupants' insurers may require from time-to-time and the same shall be kept in a good and safe condition at all times by the Residential Unit Owner.
- (f) The Unit Systems and Life Safety Warning Devices in any Residential Unit shall be kept by the Unit Owner in good operating condition and fully powered (as applicable) at all times.
- (g) The Residential Condominium shall conduct such maintenance and make any repairs that an Owner is obliged to make and that the Owner does not make within a reasonable time and in such an event, such Owner shall be deemed to have consented to having said maintenance and repairs done by the Residential Condominium, and such Owner shall

reimburse the Residential Condominium in full for the cost of such maintenance and repairs, including any legal or collection costs incurred by the Residential Condominium to collect the costs of such repairs, and all such sums of money shall bear interest at the rate of eighteen (18%) percent per annum, calculated monthly not in advance from the date or dates incurred, until paid by the Owner. The Residential Condominium may collect all such costs in such installments as the Board may decide upon. The installments shall form part of the monthly contributions towards the common expenses of such Owner, after the Residential Condominium 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 equipment or apparatus or the betterment or improvement within the unit or is caused by the failure of the Owner, his or her residents, family members, guests, visitors, tenants, licensees or invitees to his or her Unit, to so maintain and repair his or her Unit and such parts of the Common Elements for which he/she is responsible, or caused by the negligence or willful misconduct of the Owner, his or her residents, family members, guests, visitors, tenants, licensees, or invitees, save and except for any such damage for which the cost of repairing same may be recovered under any policy of insurance held by the Residential Condominium.

5.3 Repair and Maintenance by Residential Condominium

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

likewise be keyed to the Residential Condominium's master key entry system, if applicable. No one shall be entitled to repair or replace any lock leading directly into any of the Residential Units without the prior written approval of the Board, and without having such replacement lock keyed to the Residential Condominium's master key entry system, if applicable.

- (g) In an effort to ensure that the concrete portions of the Common Elements survive their intended useful life, the Residential Condominium shall not use salt as a melting agent thereon.
- (h) The Residential Condominium's maintenance and repair obligations shall also include any obligations arising from agreements to which the Residential Condominium is a party to, including without limitation any surface maintenance and repairs, as well as snow clearing, from the laneway located adjacent to the Condominium, as may be required from time to time pursuant to the applicable agreement(s).

ARTICLE VI INDEMNIFICATION

- 6.1 Notwithstanding anything hereinbefore provided to the contrary, each Owner shall be responsible for all damage to his or her Unit, any other Units and to the Common Elements, for which the Owner is responsible, save and except for any damage for which the cost of repair may be recovered (after taking into account any deductible portion of the claim, for which the Owner shall remain responsible) under any policy of insurance held or maintained by the Residential Condominium.
- 6.2 Each Owner shall indemnify and save harmless the Residential Condominium from and against any loss, costs, damage, injury or liability whatsoever which the Residential Condominium may suffer or incur resulting from or caused by an act or omission of such Owner, his or her family, guests, visitors or tenants to or with respect to the Common Elements and/or all other Units, except for any loss, costs, damages, injury or liability caused by an insured (as defined in any policy or policies of insurance) and is recovered by the Residential Condominium under any policy of insurance held or maintained by the Condominium, provided that such Owner shall reimburse the Residential Condominium for the deductible portion paid by the Residential Condominium. The foregoing indemnity by each Owner includes, but is not limited to, any costs incurred by the Residential Condominium (including, but not limited to, legal fees and disbursements) relating to:
 - (a) the redress, rectification and/or obtaining of relief from any injury, loss or damages incurred by the Residential Condominium, including any as a result of any legal actions taken by an Owner against the Residential Condominium, if the Residential Condominium is successful in the action;
 - (b) repairs made by the Condominium to the Owner's Unit and/or to any part of the Common Elements, and for any repairs to other Units, which repairs were necessary because of damage for which the Owner is responsible, including the actions of the residents, tenants, invitees or licensees of his or her Unit (save and except for any portion of the costs of repairs recoverable directly from the Condominium's insurer, as noted above);
 - (c) a breach by the Owner (or his or her family, guests, visitors, tenants, occupants, or agents) of the Act, Declaration, By-laws and/or any Rules of the Residential Condominium in force from time to time; and
 - (d) the collection of monies owing to the Residential Condominium by the Owner.
- 6.3 All payments to be made by an Owner pursuant to this Article shall be deemed to be additional contributions toward common expenses payable by such Owner, shall be recoverable as such, and shall be added to the common expenses of the Owner upon delivery of written notice from the Condominium to the Owner advising of same.

ARTICLE VII INSURANCE

- 7.1 By the Residential Condominium

The Residential Condominium 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 Buildings, but excluding improvements and betterments made or acquired by an Owner; and
- (ii) all assets of the Residential Condominium, 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 Residential Condominium 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 Residential Condominium (or any of its Board members, 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 Residential Condominium'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 Residential Condominium and the Owners from time to time, as their respective interests may appear (with all mortgagee endorsements subject to the provisions of the Act, this Declaration and the Insurance Trust Agreement, if any) and shall contain the following provisions:

- (i) waivers of subrogation against the Residential Condominium, its Board members, officers, manager, agents, employees and servants and against the Owners, and the Owners' respective residents, tenants, invitees or licensees, except for damage arising from arson, fraud, vehicle impact, vandalism or malicious mischief caused by any one of the above;
- (ii) such policy or policies of insurance shall not be terminated or substantially modified without at least sixty (60) days' prior written notice to the Residential Condominium 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 Residential Condominium's liability resulting from breach of its duty as occupier of the Common Elements and assets insuring the liability of the Residential Condominium and the Owners from time to time, with limits to be determined by the Board from time to time, but not less than Five Million (\$5,000,000.00) Dollars per occurrence and without right of subrogation as against the Residential Condominium, its Board members, officers, manager, agents, employees and servants, and as against the Owners and the Owner's respective occupants, tenants, invitees or licensees.

(d) Boiler, Machinery and Pressure Vessel Insurance

Insurance against the Residential Condominium'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.

(e) Crime Insurance

Employee Dishonesty Insurance (Form A) with the definition of "employee" to include non-compensated elected Board members and officers of the Condominium, having limit sufficient to cover the exposure to loss, but in no event less than Two Hundred and Fifty Thousand (\$250,000) Dollars; and depositor's forgery insurance with limits sufficient to cover the exposure to loss, but in no event less than Two Hundred and Fifty Thousand (\$250,000) Dollars.

7.2 General Provisions

- (a) The Residential Condominium, 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 Residential Condominium, 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 to adjust any loss to his or her Unit directly with the insurer;
- (b) Every mortgagee shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage where such application would prevent application of the insurance proceeds in satisfaction of an obligation to repair. This subparagraph 7.2(b) shall be read without prejudice to the right of any mortgagee to exercise the right of an Owner to vote or to consent if the mortgage itself contains a provision giving the mortgagee that right;
- (c) A certificate or memorandum of all insurance policies, and endorsements thereto, shall be issued as soon as possible to each Owner, and a duplicate original or certified copy of the policy to each mortgagee who has notified the Residential Condominium of its interest in any Unit. Renewal certificates or certificates of new insurance policies shall be furnished to each Owner and to each mortgagee noted on the records of the Residential Condominium who have requested same. The master policy for any insurance coverage shall be kept by the Residential Condominium in its offices, available for inspection by any Owner or mortgagee on reasonable notice to the Residential Condominium;
- (d) No insured, other than the Residential Condominium, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Residential Condominium. 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 Residential Condominium or any other person rather than the Insurance Trustee, they shall be held in trust and applied for the same purposes as are specified otherwise in Article VIII; and
- (f) Prior to obtaining any new policy or policies of insurance and at such other time as the Board may deem advisable and also upon the request of a mortgagee or mortgagees holding mortgages on fifty (50%) percent 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 Residential Condominium and that the following insurance, must be obtained and maintained by each Owner of a Residential Unit 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 Residential Condominium and for furnishings, fixtures, equipment, decorations 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 Residential Condominium, its Board members, officers, manager, agents, employees and servants, and against the other Owners and any members of their household or guests except for any damage arising from arson, fraud, vehicle impact, vandalism or malicious mischief caused or contributed by any of the aforementioned parties;
 - (ii) Public liability insurance covering any liability of any Owner or any resident, invitee or licensee of such Owner, to the extent not covered by any public liability and property damage insurance obtained and maintained by the Residential Condominium; and
 - (iii) Insurance covering the deductible on the Residential Condominium'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 Residential Condominium's policy; and
 - (ii) special assessments levied by the Residential Condominium and contingent insurance coverage in the event the Residential Condominium's insurance is inadequate.

7.4 Indemnity Insurance for Directors and Officers of the Residential Condominium

The Residential Condominium shall obtain and maintain insurance for the benefit of all of the Board members and officers of the Residential Condominium, 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 Board members 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, and shall not have an exclusion based on, or attributable to, any wrongful act in procuring, effecting and maintaining insurance or with respect to amount, form, conditions or provisions of the insurance, and shall have the limits of at least Five Million (\$5,000,000.00) Dollars per claim.

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

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

- 8.2 In the event that the Residential Condominium enters into an agreement with an Insurance Trustee and:
- (a) the Residential Condominium 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 Residential Condominium and shall disburse same in accordance with the provisions of the Insurance Trust Agreement in order to satisfy the obligation of the Residential Condominium to make such repairs;
 - (b) there is no obligation by the Residential Condominium 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 of their respective interests in the Common Elements and shall pay such proceeds to the Owners in such proportions upon registration of a notice of termination by the Residential Condominium. 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 Residential Condominium 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 twenty-five (25%) percent of the Buildings; or
- (ii) there has been substantial damage to twenty-five (25%) percent of the Buildings and within sixty (60) days thereafter the Owners who own eighty (80%) percent of the Units do not vote for termination;

the Insurance Trustee shall hold all proceeds for the Residential Condominium 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 RESIDENTIAL CONDOMINIUM

- 9.1 In addition to any other duties or obligations of the Residential Condominium set out elsewhere in this Declaration and/or specified in the By-laws of the Residential Condominium, the Residential Condominium shall have the following duties, namely:
- (a) To pay its allocated share of the shared costs as required in accordance with the terms and provisions of the Project Agreements and the costs incurred or to be incurred in connection with the Sewer/Ground Water Discharge Agreement.
 - (b) To enter into (or assume, as the case may be), abide by, and comply with, the terms and provisions of any restrictive covenants and outstanding agreements (and any successor or supplementary agreement(s) with respect thereto) which are (or may be) registered against the common elements of the Residential Condominium, or which may otherwise bind the Residential Condominium, including the Development Agreements, the Project Agreements, the Construction Licence Agreement, the Non-Objection Agreement, the Limitation Agreement, and the Sewer/Ground Water Discharge Agreement and to ensure free and unobstructed access by the Declarant to this Residential Condominium for the purpose, inter alia, of compliance with any of the aforesaid restrictive covenants and outstanding agreements and with any by-laws, ordinances and regulations of any Governmental Authority.
 - (c) To cause heat, electricity, water and all other requisite utility services to be provided to the common elements including, as applicable, to shared services room areas, the Service Units, the CCU, the Sign Unit and the parking garage so that these areas are fully functional and operable.
 - (d) To ensure that no actions or steps are taken, nor suffer any actions or steps to be taken, by the Residential Condominium, its employees, agents, the unit owners, or their tenants which would prohibit, limit, or restrict the Declarant's access and egress in, over, along and/or through the Residential Condominium, or its rights to erect and maintain marketing/sales/leasing offices, signage, model suites and/or construction offices within or upon the units and/or common elements of the Residential Condominium until the later of the completion of the sale and transfer of title to all units in this Residential Condominium, as well as the sales/rental of all space in the Commercial Component.
 - (e) To ensure that no actions or steps are taken by the Residential Condominium, its employees, agents, or by any unit owner or occupant which would prohibit, limit or restrict the access and egress over, and use of, the shared facilities set forth in the Shared Use Agreement by the owner, and its invitees, of the Overall Development and the Declarant of the Residential Condominium, and to ensure that no actions or steps are taken by the Residential Condominium, or by any unit owner or occupant, which would prohibit, limit or restrict the access and egress over the common elements of this Residential Condominium and use of the Communication Control Unit and the Sign Unit by the owner and/or operator, tenant or licensee thereof. In addition, to ensure that no actions or steps are taken, or suffer any actions or steps to be taken, by the Residential Corporation, its employees, agents, unit owners or their tenants which would prohibit, limit or restrict the Declarant's access or egress in, over, along and/or through the Residential Condominium including, without restricting the generality of the foregoing, the Declarant's access to and use of the CCU and the Sign Unit.
 - (f) To accept the transfer/deed from the Declarant of this Residential Condominium's shared co-ownership interest in the Service Units to otherwise convey and/or accept any interests in any unit contemplated or required by the Shared Use Agreement. In addition, to accept a conveyance of any Parking Unit(s) and/or Storage Unit(s) and/or Sign Unit(s) and/or Communication Control Unit(s) which the Declarant elects to require the Residential Condominium to accept a conveyance(s) of as provided for in this Declaration.

- (g) To assume and to observe and comply (and insofar as possible, compel the observance and/or compliance by all Owners, residents and their respective tenants and/or invitees) with all terms and provisions set forth in the Act, and all of the terms and provisions set forth in this Declaration, the By-laws, and Rules of this Residential Condominium, as well as the provisions of the Shared Use Agreement and any shared rules passed pursuant to the Shared Use Agreement.
- (h) To enter into, abide by and comply with, the terms and provisions of any outstanding subdivision, condominium, site plan, development, encroachment, crane swing, tieback, limiting distance or similar agreements including, without limitation, a Section 37 Agreement, (as well as enter into a formal assumption agreement with the City of Brampton or other Governmental Authorities relating thereto, if so required by the City of Brampton or other Governmental Authorities), and to execute all requisite documentation and assurances necessary to give effect to the foregoing, including the granting of such easements, and the enactment of such By-laws or resolutions as may be required.
- (i) When the Residential Condominium 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 replaced, or alternatively a certificate of practice within the meaning of the *Architects Act, R.S.O. 1990*, as amended or replaced) to conduct a performance audit of the Common Elements on behalf of the Residential Condominium, 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 Residential Condominium 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 Residential Condominium (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/or the Tarion Warranty Corporation pursuant to section 44(9) of the Act.
- (j) 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 Residential Condominium's lien arising pursuant to the Act, against each Unit in respect of which the Owner has defaulted in the payment of common expenses.
- (k) To assume or grant, immediately after registration of this declaration, if required, an easement in perpetuity in favour of utility suppliers, telecommunications or cable television operators, over, under, upon, across and through the common elements of this Residential Condominium, for the purposes of facilitating the construction, installation, operation, maintenance and/or repair of utility, telecommunications or cable television lines or equipment (and all necessary appurtenances thereto) in order to facilitate the supply of utilities, telecommunications, telephone, internet and cable television service to each of the units in the Residential Condominium, as well as the Commercial Component, 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, telecommunications, telephone, internet and/or cable television suppliers pertaining to the provision of their services to the Residential Condominium and for such purposes shall enact such by-laws or resolutions as may be required to sanction the foregoing.
- (l) To execute, forthwith upon request of the Declarant, and at no cost to the Declarant, a release and abandonment of any easement enjoyed by the Residential Condominium and created pursuant to this declaration or pursuant to the Project Agreements through any area which is ultimately part of any portion(s) of the Overall Development such that this Residential Condominium will continue to enjoy its easement rights with respect to those portions of the Commercial Component that are reasonably necessary for the continued use and enjoyment of such easements, and the Residential Condominium shall complete

and execute all requisite documentation and affidavits necessary to effect the registration of such release and abandonment of easements.

- (m) To execute, forthwith upon request of the Declarant, such documents, releases and assurances as the Declarant may require in order to evidence and confirm the form of cessation of all of the Declarant's liabilities and obligations with respect to the shared facilities (as same relate to the Residential Condominium and for which the Declarant is responsible prior to the registration of the Residential Condominium) pertaining to the Project Agreements and Sewer/Ground Water Discharge Agreement.
- (n) To allow the Commercial Component to hook into and obtain the use and benefit of the Residential Condominium's services provided that any such components are separately metered or check metered.
- (o) To execute, forthwith upon request of the Declarant, such documents, releases and assurances as the Declarant may reasonably require in order to evidence and confirm the form of cessation of all the Declarant's liabilities and obligations with respect to the Development Agreements together with the assumption by this Residential Condominium of all of the obligations and liabilities under such Development Agreements.
- (p) To maintain and keep in good repair the Declarant's logo or hallmark of distinction (or that of any other company associated, affiliated or related to the Declarant) which has been permanently installed or affixed by the Declarant within or upon the common elements of the Residential Condominium, and to ensure that no actions or steps are taken by the Residential Condominium (or by any unit owner) to remove, relocate, tarnish, deface, damage or alter (in any way or manner) the aforesaid logo or hallmark.
- (q) To assume any leases, licences or other similar agreements entered into by the Declarant for or on behalf of the Condominium, subject to the rights of the Residential Condominium, if any, to terminate such agreements after turnover in accordance with the terms of the Act.
- (r) To enter into, abide by and comply with the terms and provisions of the Limitation Agreement with the Declarant.
- (s) To enter into (or assume, as the case may be), abide by and comply with the terms and provisions of the Sewer/Ground Water Discharge Agreement with the City of Brampton.
- (t) To take all actions reasonably necessary as may be required to fulfill any of the Residential Condominium's duties and obligations pursuant to this Declaration and the Shared Use Agreement.
- (u) To enter into (or assume, as the case may be) and comply with the terms and provisions of the agreements entered into with Rogers Communications Inc. or similar service provider, in accordance with Section 22 of the Act, relating to the supply of bulk internet services and "Smart Home" telecommunication services, the costs of which shall form part of the common expenses of the Corporation.
- (v) To accept and register within thirty (30) days of being requested by the Declarant, a transfer/deed of land of any Storage Unit(s) and/or Parking Unit(s), not sold or transferred by the Declarant, and to complete and execute all requisite documentation and the registration of such conveyance, all without cost to Declarant.
- (w) To enter into (or assume, as the case may be) and comply with the terms and provisions of the agreements entered into with the Utility Supplier relating to the supply and distribution of the Metered Utilities.
- (x) To enter into (or assume, as the case may be) and comply with the terms and provisions of the Initial Car Share Agreement and any ancillary agreements relating to the Car Share Program.

ARTICLE X GENERAL MATTERS AND ADMINISTRATION

10.1 Rights of Entry to the Unit

- (a) The Residential Condominium or any insurer of the Property or any part thereof, their respective agents, or any other person authorized by the Board, shall be entitled to enter any Unit or any part of the Common Elements over which any Owner has the exclusive use, at all reasonable times and upon giving no less than 24 hours' advance notice, to perform the objects and duties of the Residential Condominium, 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 Residential Condominium.

- (b) The Residential Condominium, 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 Residential Condominium 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 Residential Condominium 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 Residential Condominium 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 Residential Condominium shall retain a master key (which may be a digital key) to all locks controlling entry into each Residential Unit. No Owner shall change any lock, or place any additional locks on the door(s) leading directly into his or her Residential Unit, nor with respect to any door(s) leading to any part of the exclusive use common element areas appurtenant to such Owner's Residential Unit, without the prior written consent of the Board. Where such consent has been granted by the Board, said Owner shall forthwith provide the Residential Condominium 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 Residential Condominium's master key entry system, if applicable.
- (f) The rights and authority hereby reserved to the Residential Condominium, 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 Residential Condominium, irrespective of the number of violations or breaches which may occur, shall not constitute a waiver of the right to do so thereafter, nor be deemed to abrogate or waive any such provision.

10.4 Interpretation of Declaration

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

10.5 Headings

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

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

DATED this _____ day of _____, 20____.

TACC HOLBORN (BLOCK 139) INC.

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

SCHEDULE 'A'

LEGAL DESCRIPTION

In the City of Brampton, in the Regional Municipality of Peel, being comprised of part of Block 139, Plan 43M-2092, designated as **PARTS _____ on Reference Plan 43R-undeposited**, being part of PIN 14021-2039(LT) [LT Absolute], hereinafter referred to as the "Condominium Lands".

SUBJECT TO an easement for entry as set out in Instrument No. PR3752286.

TOGETHER WITH an easement over part of Block 140, Plan 43M-2092, designated as PART 2 on Reference Plan 43R-39672 as set out in Instrument No. PR3768479.

TOGETHER WITH and **RESERVING/SUBJECT TO** rights-of-way or rights in the nature of easements pertaining to the Condominium Lands, for the purposes of support, vehicular and pedestrian access, services, inspection, construction and repair.

In my opinion, based on the parcel register and the plans and documents recorded in them, the legal description is correct, the easements described will exist in law upon the registration of the Declaration and Description and the Declarant is the registered owner of the property and appurtenant interests.

Harris, Sheaffer LLP
Barristers and Solicitors
and duly authorized representatives of
TACC HOLBORN (BLOCK 139) INC.

per: _____
Dated _____ Jeffrey Silver

NOTE: This project is comprised of a residential condominium and a freehold commercial component. The extent of the lands illustrated are based on preliminary design and the Declarant, at its sole discretion, shall determine the final property limits of this condominium and shall, if necessary or convenient, create and enter into Reciprocal Operating Agreements and Shared Facilities Agreements as well as transfer appurtenant and servient easements to provide access and facilitate the servicing of this condominium, future condominiums, freehold components and future developments on the overall site and any adjoining lands. The Declarant may also, at its sole discretion, transfer portions of the lands for road widening, 0.3 metres reserve or other purposes, as it deems necessary or advantageous to the development of this site and/or adjoining lands. The final condominium property limits and the easements pertaining to this specific condominium shall be more precisely described in the final Description and Declaration submitted for condominium registration.

SCHEDULE "B"

CONSENT

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

1. _____ has a registered mortgage within the meaning of clause 7(2)(b) of the Condominium Act, 1998 registered as Number _____ in the Land Registry Office for the Land Titles Division of Peel (No. 43).
2. _____ consents to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
3. _____ postpones the mortgage and the interests under it to the declaration and the easements described in Schedule "A" to the Declaration.
4. _____ is entitled by law to grant this consent and postponement.

DATED this _____ day of _____, 20____.

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

I/We have authority to bind the Corporation.

SCHEDULE 'C'

UNIT BOUNDARIES

Each Residential Unit, Parking Unit, Storage Unit, Service Unit, Sign Unit and Communication Control Unit shall comprise the area within the heavy lines shown on Part 1, Sheets 1 to 9 inclusive of the Description with respect to the unit numbers indicated thereon. The monuments controlling the extent of the Units are the physical surfaces and planes referred to below, are illustrated on Part 1, Sheets 1 to 9 inclusive of the Description and all dimensions shall have reference to them.

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

1. BOUNDARIES OF THE RESIDENTIAL UNITS (proposed 657 units)

(Proposed Units 1 to 19 inclusive on Level 2; Units 1 to 29 inclusive on Levels 3 to 9 inclusive; Units 1 to 20 inclusive on Level 10; Units 1 to 21 inclusive on Levels 11 to 25 inclusive; Units 1 to 10 inclusive on Levels 26 to 35 inclusive)

- a) Each Residential Unit shall be bounded vertically by one or a combination of:
 - i) The upper surface and plane of the concrete floor slab and/or the production thereof.
 - ii) The lower surface and plane of the concrete ceiling slab and/or the production thereof.
- b) Each Residential Unit shall be bounded horizontally by one or a combination of:
 - i) The back side face of the drywall sheathing and production thereof on all exterior walls or walls separating a unit from the common elements.
 - ii) The unfinished unit side surface and plane of the exterior doors (said doors and windows being in a closed position), door and window frames and the unit side surface of all glass or acrylic panel located therein.

In the vicinity of suspended ceilings, bulkheads, ducts, pipe spaces and concrete columns, the unit boundaries are the back side face of the drywall sheathing enclosing said suspended ceilings, bulkheads, ducts, pipe spaces and masonry structural columns and walls.

2. BOUNDARIES OF THE PARKING UNITS

(Proposed 659 Units on Levels A, B, C and D)

- a) Each Parking Unit shall be bounded vertically by:
 - i) The upper surface and plane of the concrete floor slab and/or the production thereof.
 - ii) The plane established 2.00 metres perpendicularly distant above and parallel to the upper finished surface of the concrete floor slab.
- b) Each Parking Unit shall be bounded horizontally by one or a combination of:
 - i) The vertical plane established by measurements.
 - ii) The surface and plane of the masonry wall and/or the production thereof.
 - iii) The vertical plane established by the line and face of the columns and/or the production thereof.
 - iv) The vertical plane established by the centreline of columns and/or the production thereof.
 - v) The vertical plane established by measurements and perpendicular to the masonry wall.
 - vi) The vertical plane established perpendicular to the masonry wall and passing through the centreline of the column and/or the production thereof.

SCHEDULE 'C'

UNIT BOUNDARIES

3. BOUNDARIES OF THE STORAGE UNITS

(Proposed 417 Units on Levels 3 to 9 inclusive, A, B, C and D)

- a) Each Storage Unit shall be bounded vertically by one or a combination of:
 - i) The upper surface and plane of the concrete floor slab and/or the production thereof.
 - ii) The lower surface and plane of the concrete ceiling slab and/or the production thereof.
 - iii) The interior surface and plane of the steel wire mesh.
- b) Each Storage Unit shall be bounded horizontally by one or a combination of:
 - i) The back side face of the drywall sheathing and production thereof.
 - ii) The surface and plane of the masonry wall and/or the production thereof.
 - iii) The interior surface and plane of the steel wire mesh.

4. BOUNDARIES OF THE SERVICE UNITS

(Proposed 5 Units on Levels __)

The unit boundaries and exact location of the Service Units have not yet been determined and will be more clearly described at the time of registration.

5. BOUNDARIES OF THE SIGN UNITS

(Proposed 4 Units on Levels __)

The unit boundaries and exact location of the Sign Units have not yet been determined and will be more clearly described at the time of registration.

6. BOUNDARIES OF THE COMMUNICATION CONTROL UNIT

(Proposed 1 Unit on Level __)

The unit boundaries and exact location of the Communication Control Unit have not yet been determined and will be more clearly described at the time of registration.

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 9 inclusive of the Description.

Dated

Maja Krcmar
Ontario Land Surveyor

Reference should be made to the provisions of the Declaration itself, in order to determine the maintenance and repair responsibilities for any Unit (Article __ – Maintenance and Repairs to 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 (Section __ – Boundaries of Units and Monuments).

NOTE: The Declarant, at its sole, absolute and unfettered discretion, reserves the right to: (a) increase, decrease, eliminate or vary the number and types of all units on all levels; (b) increase or decrease the number of levels within the Building which forms part of the Condominium; (c) re-number all unit and level numbers; (d) revise unit boundaries to reflect "as-built" conditions at the time of condominium registration.

Schedule "D"
Unit Percentage Contributions

Suite No.	Level No.	Unit No.	% Contribution to Common Expenses	Percentage interest in Common Elements	Percentage of Common Expenses for Internet
201	2	1	0.15594	0.15594	0.15221
202	2	2	0.16593	0.16593	0.15221
203	2	3	0.13174	0.13174	0.15221
204	2	4	0.13078	0.13078	0.15221
205	2	5	0.15114	0.15114	0.15221
206	2	6	0.13866	0.13866	0.15221
207	2	7	0.13635	0.13635	0.15221
208	2	8	0.13232	0.13232	0.15221
209	2	9	0.13866	0.13866	0.15221
210	2	10	0.13866	0.13866	0.15221
211	2	11	0.13693	0.13693	0.15221
212	2	12	0.11446	0.11446	0.15221
213	2	13	0.12214	0.12214	0.15221
214	2	14	0.13885	0.13885	0.15221
215	2	15	0.11772	0.11772	0.15221
216	2	16	0.14307	0.14307	0.15221
217	2	17	0.13693	0.13693	0.15221
218	2	18	0.12118	0.12118	0.15221
219	2	19	0.12656	0.12656	0.15221
301	3	1	0.12387	0.12387	0.15221
302	3	2	0.16036	0.16036	0.15221
303	3	3	0.10274	0.10274	0.15221
304	3	4	0.16343	0.16343	0.15221
305	3	5	0.13174	0.13174	0.15221
306	3	6	0.13078	0.13078	0.15221
307	3	7	0.15114	0.15114	0.15221
308	3	8	0.13866	0.13866	0.15221
309	3	9	0.13616	0.13616	0.15221
310	3	10	0.13232	0.13232	0.15221
311	3	11	0.13866	0.13866	0.15221
312	3	12	0.13866	0.13866	0.15221
313	3	13	0.14749	0.14749	0.15221
314	3	14	0.12176	0.12176	0.15221
315	3	15	0.12214	0.12214	0.15221
316	3	16	0.13885	0.13885	0.15221
317	3	17	0.08219	0.08219	0.15221
318	3	18	0.09545	0.09545	0.15221
319	3	19	0.14538	0.14538	0.15221
320	3	20	0.11964	0.11964	0.15221
321	3	21	0.11715	0.11715	0.15221
322	3	22	0.14211	0.14211	0.15221
323	3	23	0.12598	0.12598	0.15221
324	3	24	0.12732	0.12732	0.15221
325	3	25	0.12732	0.12732	0.15221
326	3	26	0.12732	0.12732	0.15221
327	3	27	0.12752	0.12752	0.15221
328	3	28	0.14307	0.14307	0.15221
329	3	29	0.12291	0.12291	0.15221
401	4	1	0.12387	0.12387	0.15221
402	4	2	0.16036	0.16036	0.15221

Schedule "D"
Unit Percentage Contributions

Suite No.	Level No.	Unit No.	% Contribution to Common Expenses	Percentage interest in Common Elements	Percentage of Common Expenses for Internet
403	4	3	0.10274	0.10274	0.15221
404	4	4	0.16343	0.16343	0.15221
405	4	5	0.13174	0.13174	0.15221
406	4	6	0.13078	0.13078	0.15221
407	4	7	0.15114	0.15114	0.15221
408	4	8	0.13866	0.13866	0.15221
409	4	9	0.13616	0.13616	0.15221
410	4	10	0.13232	0.13232	0.15221
411	4	11	0.13866	0.13866	0.15221
412	4	12	0.13866	0.13866	0.15221
413	4	13	0.14749	0.14749	0.15221
414	4	14	0.12176	0.12176	0.15221
415	4	15	0.12214	0.12214	0.15221
416	4	16	0.13885	0.13885	0.15221
417	4	17	0.08219	0.08219	0.15221
418	4	18	0.09545	0.09545	0.15221
419	4	19	0.14538	0.14538	0.15221
420	4	20	0.11964	0.11964	0.15221
421	4	21	0.11715	0.11715	0.15221
422	4	22	0.14211	0.14211	0.15221
423	4	23	0.12598	0.12598	0.15221
424	4	24	0.12732	0.12732	0.15221
425	4	25	0.12732	0.12732	0.15221
426	4	26	0.12732	0.12732	0.15221
427	4	27	0.12752	0.12752	0.15221
428	4	28	0.14307	0.14307	0.15221
429	4	29	0.12291	0.12291	0.15221
501	5	1	0.12387	0.12387	0.15221
502	5	2	0.16036	0.16036	0.15221
503	5	3	0.10274	0.10274	0.15221
504	5	4	0.16343	0.16343	0.15221
505	5	5	0.13174	0.13174	0.15221
506	5	6	0.13078	0.13078	0.15221
507	5	7	0.15114	0.15114	0.15221
508	5	8	0.13866	0.13866	0.15221
509	5	9	0.13616	0.13616	0.15221
510	5	10	0.13232	0.13232	0.15221
511	5	11	0.13866	0.13866	0.15221
512	5	12	0.13866	0.13866	0.15221
513	5	13	0.14749	0.14749	0.15221
514	5	14	0.12176	0.12176	0.15221
515	5	15	0.12214	0.12214	0.15221
516	5	16	0.13885	0.13885	0.15221
517	5	17	0.08219	0.08219	0.15221
518	5	18	0.09545	0.09545	0.15221
519	5	19	0.14538	0.14538	0.15221
520	5	20	0.11964	0.11964	0.15221
521	5	21	0.11715	0.11715	0.15221
522	5	22	0.14211	0.14211	0.15221
523	5	23	0.12598	0.12598	0.15221
524	5	24	0.12732	0.12732	0.15221

Schedule "D"
Unit Percentage Contributions

Suite No.	Level No.	Unit No.	% Contribution to Common Expenses	Percentage interest in Common Elements	Percentage of Common Expenses for Internet
525	5	25	0.12732	0.12732	0.15221
526	5	26	0.12732	0.12732	0.15221
527	5	27	0.12752	0.12752	0.15221
528	5	28	0.14307	0.14307	0.15221
529	5	29	0.12291	0.12291	0.15221
601	6	1	0.12387	0.12387	0.15221
602	6	2	0.16036	0.16036	0.15221
603	6	3	0.10274	0.10274	0.15221
604	6	4	0.16343	0.16343	0.15221
605	6	5	0.13174	0.13174	0.15221
606	6	6	0.13078	0.13078	0.15221
607	6	7	0.15114	0.15114	0.15221
608	6	8	0.13866	0.13866	0.15221
609	6	9	0.13616	0.13616	0.15221
610	6	10	0.13232	0.13232	0.15221
611	6	11	0.13866	0.13866	0.15221
612	6	12	0.13866	0.13866	0.15221
613	6	13	0.14749	0.14749	0.15221
614	6	14	0.12176	0.12176	0.15221
615	6	15	0.12214	0.12214	0.15221
616	6	16	0.13885	0.13885	0.15221
617	6	17	0.08219	0.08219	0.15221
618	6	18	0.09545	0.09545	0.15221
619	6	19	0.14538	0.14538	0.15221
620	6	20	0.11964	0.11964	0.15221
621	6	21	0.11715	0.11715	0.15221
622	6	22	0.14211	0.14211	0.15221
623	6	23	0.12598	0.12598	0.15221
624	6	24	0.12732	0.12732	0.15221
625	6	25	0.12732	0.12732	0.15221
626	6	26	0.12732	0.12732	0.15221
627	6	27	0.12752	0.12752	0.15221
628	6	28	0.14307	0.14307	0.15221
629	6	29	0.12291	0.12291	0.15221
701	7	1	0.12387	0.12387	0.15221
702	7	2	0.16036	0.16036	0.15221
703	7	3	0.10274	0.10274	0.15221
704	7	4	0.16343	0.16343	0.15221
705	7	5	0.13174	0.13174	0.15221
706	7	6	0.13078	0.13078	0.15221
707	7	7	0.15114	0.15114	0.15221
708	7	8	0.13866	0.13866	0.15221
709	7	9	0.13616	0.13616	0.15221
710	7	10	0.13232	0.13232	0.15221
711	7	11	0.13866	0.13866	0.15221
712	7	12	0.13866	0.13866	0.15221
713	7	13	0.14749	0.14749	0.15221
714	7	14	0.12176	0.12176	0.15221
715	7	15	0.12214	0.12214	0.15221
716	7	16	0.13885	0.13885	0.15221

Schedule "D"
Unit Percentage Contributions

Suite No.	Level No.	Unit No.	% Contribution to Common Expenses	Percentage interest in Common Elements	Percentage of Common Expenses for Internet
717	7	17	0.08219	0.08219	0.15221
718	7	18	0.09545	0.09545	0.15221
719	7	19	0.14538	0.14538	0.15221
720	7	20	0.11964	0.11964	0.15221
721	7	21	0.11715	0.11715	0.15221
722	7	22	0.14211	0.14211	0.15221
723	7	23	0.12598	0.12598	0.15221
724	7	24	0.12732	0.12732	0.15221
725	7	25	0.12732	0.12732	0.15221
726	7	26	0.12732	0.12732	0.15221
727	7	27	0.12752	0.12752	0.15221
728	7	28	0.14307	0.14307	0.15221
729	7	29	0.12291	0.12291	0.15221
801	8	1	0.12387	0.12387	0.15221
802	8	2	0.16036	0.16036	0.15221
803	8	3	0.10274	0.10274	0.15221
804	8	4	0.16343	0.16343	0.15221
805	8	5	0.13174	0.13174	0.15221
806	8	6	0.13078	0.13078	0.15221
807	8	7	0.15114	0.15114	0.15221
808	8	8	0.13866	0.13866	0.15221
809	8	9	0.13616	0.13616	0.15221
810	8	10	0.13232	0.13232	0.15221
811	8	11	0.13866	0.13866	0.15221
812	8	12	0.13866	0.13866	0.15221
813	8	13	0.14749	0.14749	0.15221
814	8	14	0.12176	0.12176	0.15221
815	8	15	0.12214	0.12214	0.15221
816	8	16	0.13885	0.13885	0.15221
817	8	17	0.08219	0.08219	0.15221
818	8	18	0.09545	0.09545	0.15221
819	8	19	0.14538	0.14538	0.15221
820	8	20	0.11964	0.11964	0.15221
821	8	21	0.11715	0.11715	0.15221
822	8	22	0.14211	0.14211	0.15221
823	8	23	0.12598	0.12598	0.15221
824	8	24	0.12732	0.12732	0.15221
825	8	25	0.12732	0.12732	0.15221
826	8	26	0.12732	0.12732	0.15221
827	8	27	0.12752	0.12752	0.15221
828	8	28	0.14307	0.14307	0.15221
829	8	29	0.12291	0.12291	0.15221
901	9	1	0.12387	0.12387	0.15221
902	9	2	0.16036	0.16036	0.15221
903	9	3	0.10274	0.10274	0.15221
904	9	4	0.16343	0.16343	0.15221
905	9	5	0.13174	0.13174	0.15221
906	9	6	0.13078	0.13078	0.15221
907	9	7	0.15114	0.15114	0.15221
908	9	8	0.13866	0.13866	0.15221

Schedule "D"
Unit Percentage Contributions

Suite No.	Level No.	Unit No.	% Contribution to Common Expenses	Percentage interest in Common Elements	Percentage of Common Expenses for Internet
909	9	9	0.13616	0.13616	0.15221
910	9	10	0.13232	0.13232	0.15221
911	9	11	0.13866	0.13866	0.15221
912	9	12	0.13866	0.13866	0.15221
913	9	13	0.14749	0.14749	0.15221
914	9	14	0.12176	0.12176	0.15221
915	9	15	0.12214	0.12214	0.15221
916	9	16	0.13885	0.13885	0.15221
917	9	17	0.08219	0.08219	0.15221
918	9	18	0.09545	0.09545	0.15221
919	9	19	0.14538	0.14538	0.15221
920	9	20	0.11964	0.11964	0.15221
921	9	21	0.11715	0.11715	0.15221
922	9	22	0.14211	0.14211	0.15221
923	9	23	0.12598	0.12598	0.15221
924	9	24	0.12732	0.12732	0.15221
925	9	25	0.12732	0.12732	0.15221
926	9	26	0.12732	0.12732	0.15221
927	9	27	0.12752	0.12752	0.15221
928	9	28	0.14307	0.14307	0.15221
929	9	29	0.12291	0.12291	0.15221
1001	10	1	0.12387	0.12387	0.15221
1002	10	2	0.16036	0.16036	0.15221
1003	10	3	0.10274	0.10274	0.15221
1004	10	4	0.16343	0.16343	0.15221
1005	10	5	0.13174	0.13174	0.15221
1006	10	6	0.13078	0.13078	0.15221
1007	10	7	0.15306	0.15306	0.15221
1008	10	8	0.14442	0.14442	0.15221
1009	10	9	0.12291	0.12291	0.15221
1010	10	10	0.10486	0.10486	0.15221
1011	10	11	0.13616	0.13616	0.15221
1012	10	12	0.09813	0.09813	0.15221
1013	10	13	0.13577	0.13577	0.15221
1014	10	14	0.11196	0.11196	0.15221
1015	10	15	0.12214	0.12214	0.15221
1016	10	16	0.13885	0.13885	0.15221
1017	10	17	0.08219	0.08219	0.15221
1018	10	18	0.09545	0.09545	0.15221
1019	10	19	0.14538	0.14538	0.15221
1020	10	20	0.11964	0.11964	0.15221
1101	11	1	0.12387	0.12387	0.15221
1102	11	2	0.16036	0.16036	0.15221
1103	11	3	0.10274	0.10274	0.15221
1104	11	4	0.16343	0.16343	0.15221
1105	11	5	0.13174	0.13174	0.15221
1106	11	6	0.13078	0.13078	0.15221
1107	11	7	0.15056	0.15056	0.15221
1108	11	8	0.09621	0.09621	0.15221
1109	11	9	0.14211	0.14211	0.15221

Schedule "D"
Unit Percentage Contributions

Suite No.	Level No.	Unit No.	% Contribution to Common Expenses	Percentage interest in Common Elements	Percentage of Common Expenses for Internet
1110	11	10	0.12291	0.12291	0.15221
1111	11	11	0.10524	0.10524	0.15221
1112	11	12	0.13597	0.13597	0.15221
1113	11	13	0.12252	0.12252	0.15221
1114	11	14	0.13942	0.13942	0.15221
1115	11	15	0.10870	0.10870	0.15221
1116	11	16	0.12214	0.12214	0.15221
1117	11	17	0.13885	0.13885	0.15221
1118	11	18	0.08219	0.08219	0.15221
1119	11	19	0.09545	0.09545	0.15221
1120	11	20	0.14538	0.14538	0.15221
1121	11	21	0.11964	0.11964	0.15221
1201	12	1	0.12387	0.12387	0.15221
1202	12	2	0.16036	0.16036	0.15221
1203	12	3	0.10274	0.10274	0.15221
1204	12	4	0.16343	0.16343	0.15221
1205	12	5	0.13174	0.13174	0.15221
1206	12	6	0.13078	0.13078	0.15221
1207	12	7	0.15056	0.15056	0.15221
1208	12	8	0.09621	0.09621	0.15221
1209	12	9	0.14211	0.14211	0.15221
1210	12	10	0.12291	0.12291	0.15221
1211	12	11	0.10524	0.10524	0.15221
1212	12	12	0.13597	0.13597	0.15221
1213	12	13	0.12252	0.12252	0.15221
1214	12	14	0.13942	0.13942	0.15221
1215	12	15	0.10870	0.10870	0.15221
1216	12	16	0.12214	0.12214	0.15221
1217	12	17	0.13885	0.13885	0.15221
1218	12	18	0.08219	0.08219	0.15221
1219	12	19	0.09545	0.09545	0.15221
1220	12	20	0.14538	0.14538	0.15221
1221	12	21	0.11964	0.11964	0.15221
1301	13	1	0.12387	0.12387	0.15221
1302	13	2	0.16036	0.16036	0.15221
1303	13	3	0.10274	0.10274	0.15221
1304	13	4	0.16343	0.16343	0.15221
1305	13	5	0.13174	0.13174	0.15221
1306	13	6	0.13078	0.13078	0.15221
1307	13	7	0.15056	0.15056	0.15221
1308	13	8	0.09621	0.09621	0.15221
1309	13	9	0.14211	0.14211	0.15221
1310	13	10	0.12291	0.12291	0.15221
1311	13	11	0.10524	0.10524	0.15221
1312	13	12	0.13597	0.13597	0.15221
1313	13	13	0.12252	0.12252	0.15221
1314	13	14	0.13942	0.13942	0.15221
1315	13	15	0.10870	0.10870	0.15221
1316	13	16	0.12214	0.12214	0.15221
1317	13	17	0.13885	0.13885	0.15221

Schedule "D"
Unit Percentage Contributions

Suite No.	Level No.	Unit No.	% Contribution to Common Expenses	Percentage interest in Common Elements	Percentage of Common Expenses for Internet
1318	13	18	0.08219	0.08219	0.15221
1319	13	19	0.09545	0.09545	0.15221
1320	13	20	0.14538	0.14538	0.15221
1321	13	21	0.11964	0.11964	0.15221
1401	14	1	0.12387	0.12387	0.15221
1402	14	2	0.16036	0.16036	0.15221
1403	14	3	0.10274	0.10274	0.15221
1404	14	4	0.16343	0.16343	0.15221
1405	14	5	0.13174	0.13174	0.15221
1406	14	6	0.13078	0.13078	0.15221
1407	14	7	0.15056	0.15056	0.15221
1408	14	8	0.09621	0.09621	0.15221
1409	14	9	0.14211	0.14211	0.15221
1410	14	10	0.12291	0.12291	0.15221
1411	14	11	0.10524	0.10524	0.15221
1412	14	12	0.13597	0.13597	0.15221
1413	14	13	0.12252	0.12252	0.15221
1414	14	14	0.13942	0.13942	0.15221
1415	14	15	0.10870	0.10870	0.15221
1416	14	16	0.12214	0.12214	0.15221
1417	14	17	0.13885	0.13885	0.15221
1418	14	18	0.08219	0.08219	0.15221
1419	14	19	0.09545	0.09545	0.15221
1420	14	20	0.14538	0.14538	0.15221
1421	14	21	0.11964	0.11964	0.15221
1501	15	1	0.12387	0.12387	0.15221
1502	15	2	0.16036	0.16036	0.15221
1503	15	3	0.10274	0.10274	0.15221
1504	15	4	0.16343	0.16343	0.15221
1505	15	5	0.13174	0.13174	0.15221
1506	15	6	0.13078	0.13078	0.15221
1507	15	7	0.15056	0.15056	0.15221
1508	15	8	0.09621	0.09621	0.15221
1509	15	9	0.14211	0.14211	0.15221
1510	15	10	0.12291	0.12291	0.15221
1511	15	11	0.10524	0.10524	0.15221
1512	15	12	0.13597	0.13597	0.15221
1513	15	13	0.12252	0.12252	0.15221
1514	15	14	0.13942	0.13942	0.15221
1515	15	15	0.10870	0.10870	0.15221
1516	15	16	0.12214	0.12214	0.15221
1517	15	17	0.13885	0.13885	0.15221
1518	15	18	0.08219	0.08219	0.15221
1519	15	19	0.09545	0.09545	0.15221
1520	15	20	0.14538	0.14538	0.15221
1521	15	21	0.11964	0.11964	0.15221
1601	16	1	0.12387	0.12387	0.15221
1602	16	2	0.16036	0.16036	0.15221
1603	16	3	0.10274	0.10274	0.15221

Schedule "D"
Unit Percentage Contributions

Suite No.	Level No.	Unit No.	% Contribution to Common Expenses	Percentage interest in Common Elements	Percentage of Common Expenses for Internet
1604	16	4	0.16343	0.16343	0.15221
1605	16	5	0.13174	0.13174	0.15221
1606	16	6	0.13078	0.13078	0.15221
1607	16	7	0.15056	0.15056	0.15221
1608	16	8	0.09621	0.09621	0.15221
1609	16	9	0.14211	0.14211	0.15221
1610	16	10	0.12291	0.12291	0.15221
1611	16	11	0.10524	0.10524	0.15221
1612	16	12	0.13597	0.13597	0.15221
1613	16	13	0.12252	0.12252	0.15221
1614	16	14	0.13942	0.13942	0.15221
1615	16	15	0.10870	0.10870	0.15221
1616	16	16	0.12214	0.12214	0.15221
1617	16	17	0.13885	0.13885	0.15221
1618	16	18	0.08219	0.08219	0.15221
1619	16	19	0.09545	0.09545	0.15221
1620	16	20	0.14538	0.14538	0.15221
1621	16	21	0.11964	0.11964	0.15221
1701	17	1	0.12387	0.12387	0.15221
1702	17	2	0.16036	0.16036	0.15221
1703	17	3	0.10274	0.10274	0.15221
1704	17	4	0.16343	0.16343	0.15221
1705	17	5	0.13174	0.13174	0.15221
1706	17	6	0.13078	0.13078	0.15221
1707	17	7	0.15056	0.15056	0.15221
1708	17	8	0.09621	0.09621	0.15221
1709	17	9	0.14211	0.14211	0.15221
1710	17	10	0.12291	0.12291	0.15221
1711	17	11	0.10524	0.10524	0.15221
1712	17	12	0.13597	0.13597	0.15221
1713	17	13	0.12252	0.12252	0.15221
1714	17	14	0.13942	0.13942	0.15221
1715	17	15	0.10870	0.10870	0.15221
1716	17	16	0.12214	0.12214	0.15221
1717	17	17	0.13885	0.13885	0.15221
1718	17	18	0.08219	0.08219	0.15221
1719	17	19	0.09545	0.09545	0.15221
1720	17	20	0.14538	0.14538	0.15221
1721	17	21	0.11964	0.11964	0.15221
1801	18	1	0.12387	0.12387	0.15221
1802	18	2	0.16036	0.16036	0.15221
1803	18	3	0.10274	0.10274	0.15221
1804	18	4	0.16343	0.16343	0.15221
1805	18	5	0.13174	0.13174	0.15221
1806	18	6	0.13078	0.13078	0.15221
1807	18	7	0.15056	0.15056	0.15221
1808	18	8	0.09621	0.09621	0.15221
1809	18	9	0.14211	0.14211	0.15221
1810	18	10	0.12291	0.12291	0.15221
1811	18	11	0.10524	0.10524	0.15221

Schedule "D"
Unit Percentage Contributions

Suite No.	Level No.	Unit No.	% Contribution to Common Expenses	Percentage interest in Common Elements	Percentage of Common Expenses for Internet
1812	18	12	0.13597	0.13597	0.15221
1813	18	13	0.12252	0.12252	0.15221
1814	18	14	0.13942	0.13942	0.15221
1815	18	15	0.10870	0.10870	0.15221
1816	18	16	0.12214	0.12214	0.15221
1817	18	17	0.13885	0.13885	0.15221
1818	18	18	0.08219	0.08219	0.15221
1819	18	19	0.09545	0.09545	0.15221
1820	18	20	0.14538	0.14538	0.15221
1821	18	21	0.11964	0.11964	0.15221
1901	19	1	0.12387	0.12387	0.15221
1902	19	2	0.16036	0.16036	0.15221
1903	19	3	0.10274	0.10274	0.15221
1904	19	4	0.16343	0.16343	0.15221
1905	19	5	0.13174	0.13174	0.15221
1906	19	6	0.13078	0.13078	0.15221
1907	19	7	0.15056	0.15056	0.15221
1908	19	8	0.09621	0.09621	0.15221
1909	19	9	0.14211	0.14211	0.15221
1910	19	10	0.12291	0.12291	0.15221
1911	19	11	0.10524	0.10524	0.15221
1912	19	12	0.13597	0.13597	0.15221
1913	19	13	0.12252	0.12252	0.15221
1914	19	14	0.13942	0.13942	0.15221
1915	19	15	0.10870	0.10870	0.15221
1916	19	16	0.12214	0.12214	0.15221
1917	19	17	0.13885	0.13885	0.15221
1918	19	18	0.08219	0.08219	0.15221
1919	19	19	0.09545	0.09545	0.15221
1920	19	20	0.14538	0.14538	0.15221
1921	19	21	0.11964	0.11964	0.15221
2001	20	1	0.12387	0.12387	0.15221
2002	20	2	0.16036	0.16036	0.15221
2003	20	3	0.10274	0.10274	0.15221
2004	20	4	0.16343	0.16343	0.15221
2005	20	5	0.13174	0.13174	0.15221
2006	20	6	0.13078	0.13078	0.15221
2007	20	7	0.15056	0.15056	0.15221
2008	20	8	0.09621	0.09621	0.15221
2009	20	9	0.14211	0.14211	0.15221
2010	20	10	0.12291	0.12291	0.15221
2011	20	11	0.10524	0.10524	0.15221
2012	20	12	0.13597	0.13597	0.15221
2013	20	13	0.12252	0.12252	0.15221
2014	20	14	0.13942	0.13942	0.15221
2015	20	15	0.10870	0.10870	0.15221
2016	20	16	0.12214	0.12214	0.15221
2017	20	17	0.13885	0.13885	0.15221
2018	20	18	0.08219	0.08219	0.15221
2019	20	19	0.09545	0.09545	0.15221

Schedule "D"
Unit Percentage Contributions

Suite No.	Level No.	Unit No.	% Contribution to Common Expenses	Percentage interest in Common Elements	Percentage of Common Expenses for Internet
2020	20	20	0.14538	0.14538	0.15221
2021	20	21	0.11964	0.11964	0.15221
2101	21	1	0.12387	0.12387	0.15221
2102	21	2	0.16036	0.16036	0.15221
2103	21	3	0.10274	0.10274	0.15221
2104	21	4	0.16343	0.16343	0.15221
2105	21	5	0.13174	0.13174	0.15221
2106	21	6	0.13078	0.13078	0.15221
2107	21	7	0.15056	0.15056	0.15221
2108	21	8	0.09621	0.09621	0.15221
2109	21	9	0.14211	0.14211	0.15221
2110	21	10	0.12291	0.12291	0.15221
2111	21	11	0.10524	0.10524	0.15221
2112	21	12	0.13597	0.13597	0.15221
2113	21	13	0.12252	0.12252	0.15221
2114	21	14	0.13942	0.13942	0.15221
2115	21	15	0.10870	0.10870	0.15221
2116	21	16	0.12214	0.12214	0.15221
2117	21	17	0.13885	0.13885	0.15221
2118	21	18	0.08219	0.08219	0.15221
2119	21	19	0.09545	0.09545	0.15221
2120	21	20	0.14538	0.14538	0.15221
2121	21	21	0.11964	0.11964	0.15221
2201	22	1	0.12387	0.12387	0.15221
2202	22	2	0.16036	0.16036	0.15221
2203	22	3	0.10274	0.10274	0.15221
2204	22	4	0.16343	0.16343	0.15221
2205	22	5	0.13174	0.13174	0.15221
2206	22	6	0.13078	0.13078	0.15221
2207	22	7	0.15056	0.15056	0.15221
2208	22	8	0.09621	0.09621	0.15221
2209	22	9	0.14211	0.14211	0.15221
2210	22	10	0.12291	0.12291	0.15221
2211	22	11	0.10524	0.10524	0.15221
2212	22	12	0.13597	0.13597	0.15221
2213	22	13	0.12252	0.12252	0.15221
2214	22	14	0.13942	0.13942	0.15221
2215	22	15	0.10870	0.10870	0.15221
2216	22	16	0.12214	0.12214	0.15221
2217	22	17	0.13885	0.13885	0.15221
2218	22	18	0.08219	0.08219	0.15221
2219	22	19	0.09545	0.09545	0.15221
2220	22	20	0.14538	0.14538	0.15221
2221	22	21	0.11964	0.11964	0.15221
2301	23	1	0.12387	0.12387	0.15221
2302	23	2	0.16036	0.16036	0.15221
2303	23	3	0.10274	0.10274	0.15221
2304	23	4	0.16343	0.16343	0.15221
2305	23	5	0.13174	0.13174	0.15221

Schedule "D"
Unit Percentage Contributions

Suite No.	Level No.	Unit No.	% Contribution to Common Expenses	Percentage interest in Common Elements	Percentage of Common Expenses for Internet
2306	23	6	0.13078	0.13078	0.15221
2307	23	7	0.15056	0.15056	0.15221
2308	23	8	0.09621	0.09621	0.15221
2309	23	9	0.14211	0.14211	0.15221
2310	23	10	0.12291	0.12291	0.15221
2311	23	11	0.10524	0.10524	0.15221
2312	23	12	0.13597	0.13597	0.15221
2313	23	13	0.12252	0.12252	0.15221
2314	23	14	0.13942	0.13942	0.15221
2315	23	15	0.10870	0.10870	0.15221
2316	23	16	0.12214	0.12214	0.15221
2317	23	17	0.13885	0.13885	0.15221
2318	23	18	0.08219	0.08219	0.15221
2319	23	19	0.09545	0.09545	0.15221
2320	23	20	0.14538	0.14538	0.15221
2321	23	21	0.11964	0.11964	0.15221
2401	24	1	0.12387	0.12387	0.15221
2402	24	2	0.16036	0.16036	0.15221
2403	24	3	0.10274	0.10274	0.15221
2404	24	4	0.16343	0.16343	0.15221
2405	24	5	0.13174	0.13174	0.15221
2406	24	6	0.13078	0.13078	0.15221
2407	24	7	0.15056	0.15056	0.15221
2408	24	8	0.09621	0.09621	0.15221
2409	24	9	0.14211	0.14211	0.15221
2410	24	10	0.12291	0.12291	0.15221
2411	24	11	0.10524	0.10524	0.15221
2412	24	12	0.13597	0.13597	0.15221
2413	24	13	0.12252	0.12252	0.15221
2414	24	14	0.13942	0.13942	0.15221
2415	24	15	0.10870	0.10870	0.15221
2416	24	16	0.12214	0.12214	0.15221
2417	24	17	0.13885	0.13885	0.15221
2418	24	18	0.08219	0.08219	0.15221
2419	24	19	0.09545	0.09545	0.15221
2420	24	20	0.14538	0.14538	0.15221
2421	24	21	0.11964	0.11964	0.15221
2501	25	1	0.12387	0.12387	0.15221
2502	25	2	0.16036	0.16036	0.15221
2503	25	3	0.10274	0.10274	0.15221
2504	25	4	0.16343	0.16343	0.15221
2505	25	5	0.13174	0.13174	0.15221
2506	25	6	0.13078	0.13078	0.15221
2507	25	7	0.15056	0.15056	0.15221
2508	25	8	0.09621	0.09621	0.15221
2509	25	9	0.14211	0.14211	0.15221
2510	25	10	0.12291	0.12291	0.15221
2511	25	11	0.10524	0.10524	0.15221
2512	25	12	0.13597	0.13597	0.15221
2513	25	13	0.12252	0.12252	0.15221

Schedule "D"
Unit Percentage Contributions

Suite No.	Level No.	Unit No.	% Contribution to Common Expenses	Percentage interest in Common Elements	Percentage of Common Expenses for Internet
2514	25	14	0.13942	0.13942	0.15221
2515	25	15	0.10870	0.10870	0.15221
2516	25	16	0.12214	0.12214	0.15221
2517	25	17	0.13885	0.13885	0.15221
2518	25	18	0.08219	0.08219	0.15221
2519	25	19	0.09545	0.09545	0.15221
2520	25	20	0.14538	0.14538	0.15221
2521	25	21	0.11964	0.11964	0.15221
2601	26	1	0.12387	0.12387	0.15221
2602	26	2	0.16036	0.16036	0.15221
2603	26	3	0.10274	0.10274	0.15221
2604	26	4	0.16343	0.16343	0.15221
2605	26	5	0.13174	0.13174	0.15221
2606	26	6	0.13078	0.13078	0.15221
2607	26	7	0.15056	0.15056	0.15221
2608	26	8	0.09621	0.09621	0.15221
2609	26	9	0.14211	0.14211	0.15221
2610	26	10	0.12291	0.12291	0.15221
2701	27	1	0.12387	0.12387	0.15221
2702	27	2	0.16036	0.16036	0.15221
2703	27	3	0.10274	0.10274	0.15221
2704	27	4	0.16343	0.16343	0.15221
2705	27	5	0.13174	0.13174	0.15221
2706	27	6	0.13078	0.13078	0.15221
2707	27	7	0.15056	0.15056	0.15221
2708	27	8	0.09621	0.09621	0.15221
2709	27	9	0.14211	0.14211	0.15221
2710	27	10	0.12291	0.12291	0.15221
2801	28	1	0.12387	0.12387	0.15221
2802	28	2	0.16036	0.16036	0.15221
2803	28	3	0.10274	0.10274	0.15221
2804	28	4	0.16343	0.16343	0.15221
2805	28	5	0.13174	0.13174	0.15221
2806	28	6	0.13078	0.13078	0.15221
2807	28	7	0.15056	0.15056	0.15221
2808	28	8	0.09621	0.09621	0.15221
2809	28	9	0.14211	0.14211	0.15221
2810	28	10	0.12291	0.12291	0.15221
2901	29	1	0.12387	0.12387	0.15221
2902	29	2	0.16036	0.16036	0.15221
2903	29	3	0.10274	0.10274	0.15221
2904	29	4	0.16343	0.16343	0.15221
2905	29	5	0.13174	0.13174	0.15221
2906	29	6	0.13078	0.13078	0.15221
2907	29	7	0.15056	0.15056	0.15221
2908	29	8	0.09621	0.09621	0.15221
2909	29	9	0.14211	0.14211	0.15221
2910	29	10	0.12291	0.12291	0.15221

Schedule "D"
Unit Percentage Contributions

Suite No.	Level No.	Unit No.	% Contribution to Common Expenses	Percentage interest in Common Elements	Percentage of Common Expenses for Internet
3001	30	1	0.12387	0.12387	0.15221
3002	30	2	0.16036	0.16036	0.15221
3003	30	3	0.10274	0.10274	0.15221
3004	30	4	0.16343	0.16343	0.15221
3005	30	5	0.13174	0.13174	0.15221
3006	30	6	0.13078	0.13078	0.15221
3007	30	7	0.15056	0.15056	0.15221
3008	30	8	0.09621	0.09621	0.15221
3009	30	9	0.14211	0.14211	0.15221
3010	30	10	0.12291	0.12291	0.15221
3101	31	1	0.12387	0.12387	0.15221
3102	31	2	0.16036	0.16036	0.15221
3103	31	3	0.10274	0.10274	0.15221
3104	31	4	0.16343	0.16343	0.15221
3105	31	5	0.13174	0.13174	0.15221
3106	31	6	0.13078	0.13078	0.15221
3107	31	7	0.15056	0.15056	0.15221
3108	31	8	0.09621	0.09621	0.15221
3109	31	9	0.14211	0.14211	0.15221
3110	31	10	0.12291	0.12291	0.15221
3201	32	1	0.12387	0.12387	0.15221
3202	32	2	0.16036	0.16036	0.15221
3203	32	3	0.10274	0.10274	0.15221
3204	32	4	0.16343	0.16343	0.15221
3205	32	5	0.13174	0.13174	0.15221
3206	32	6	0.13078	0.13078	0.15221
3207	32	7	0.15056	0.15056	0.15221
3208	32	8	0.09621	0.09621	0.15221
3209	32	9	0.14211	0.14211	0.15221
3210	32	10	0.12291	0.12291	0.15221
3301	33	1	0.12387	0.12387	0.15221
3302	33	2	0.16036	0.16036	0.15221
3303	33	3	0.10274	0.10274	0.15221
3304	33	4	0.16343	0.16343	0.15221
3305	33	5	0.13174	0.13174	0.15221
3306	33	6	0.13078	0.13078	0.15221
3307	33	7	0.15056	0.15056	0.15221
3308	33	8	0.09621	0.09621	0.15221
3309	33	9	0.14211	0.14211	0.15221
3310	33	10	0.12291	0.12291	0.15221
3401	34	1	0.12387	0.12387	0.15221
3402	34	2	0.16036	0.16036	0.15221
3403	34	3	0.10274	0.10274	0.15221
3404	34	4	0.16343	0.16343	0.15221
3405	34	5	0.13174	0.13174	0.15221
3406	34	6	0.13078	0.13078	0.15221
3407	34	7	0.15056	0.15056	0.15221

Schedule "D"
Unit Percentage Contributions

Suite No.	Level No.	Unit No.	% Contribution to Common Expenses	Percentage interest in Common Elements	Percentage of Common Expenses for Internet
3408	34	8	0.09621	0.09621	0.15221
3409	34	9	0.14211	0.14211	0.15221
3410	34	10	0.12291	0.12291	0.15221
3501	35	1	0.12387	0.12387	0.15221
3502	35	2	0.16036	0.16036	0.15221
3503	35	3	0.10274	0.10274	0.15221
3504	35	4	0.16343	0.16343	0.15221
3505	35	5	0.13174	0.13174	0.15221
3506	35	6	0.13078	0.13078	0.15221
3507	35	7	0.15056	0.15056	0.15221
3508	35	8	0.09620	0.09620	0.15221
3509	35	9	0.14210	0.14210	0.15221
3510	35	10	0.12290	0.12290	0.15024
Parking, Storage, Service and Sign Units					
659 Parking Units @		0.02048	13.49632	13.49632	
417 Storage Units @		0.00498	2.07666	2.07666	
5 Service Units @		0.00001	0.00005	0.00005	
4 Sign Units @		0.00001	0.00004	0.00004	
1 Communication Control Unit @		0.00001	0.00001	0.00001	
Total			100.00000	100.00000	100.00000

SCHEDULE "E"
SPECIFICATION OF COMMON EXPENSES

The Common Expenses for all of the Units shall be the expenses of the performance of the objects and duties of the Residential Condominium without limiting generality of the foregoing, shall include the following:

- (a) all expenses of the Residential Condominium incurred by it in the performance of its objects and duties where such objects and duties are imposed under the provisions of the Act, this declaration, the Project Agreements, the Sewer/Ground Water Discharge Agreement (inclusive of yearly testing and sampling charges), the Development Agreements, the Shared Use Agreement, and the by-laws and rules of the Residential Condominium;
- (b) all sums of money paid or payable by the Residential Condominium for the procurement and maintenance of any insurance required or permitted by the Act or the declaration, as well as the cost of obtaining, from time to time, an appraisal from a qualified appraiser of the full replacement cost of the units, common elements and/or assets of the Residential Condominium in order to determine the proper amount of insurance to be effected;
- (c) all sums of money paid or payable by the Residential Condominium for utilities and services (excluding telephone and cable television services to each unit) serving the units and/or the common elements including without limitation all monies payable on account of:
 - i) water and sewage, gas and electricity supplied to the property (subject to the provisions of Section 2.5 of the Declaration relating to sub-metering or check-metering);
 - ii) waste disposal and garbage collection for the Residential Units;
 - iii) maintenance materials, tools and supplies;
 - iv) snow removal and landscaping for Common Elements;
 - v) fuel, including gas, oil and hydro-electricity unless metered separately or check-metered for each Unit, and utilities for the Common Elements;
 - vi) the Amenities; and
 - vii) the clean air system serving the Condominium and the Residential Units.
- (d) all sums of money paid or payable by the Residential Condominium pursuant to any management contract which may be entered into between the Residential Condominium and a manager;
- (e) all sums of money required by the Residential Condominium 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;
- (f) all sums of money paid or payable by the Residential Condominium to any and all persons, firms, or companies engaged or retained by the Residential Condominium, its duly authorized agents, servants and employees for the purpose of performing any or all of the objects, duties and powers of the Residential Condominium including, without limitation, legal, engineering, accounting, auditing, expert appraising, advising, maintenance, managerial, secretarial or other professional advice and service required by the Residential Condominium ;
- (g) the cost of furnishings and equipment for use in and about the Common Elements including the repair, maintenance or replacement thereof;
- (h) the cost of borrowing money for the carrying out of the objects, duties and powers of the Residential Condominium;
- (i) the fees and disbursements of the Insurance Trustee, if any, and of obtaining insurance appraisals;
- (j) the cost of maintaining fidelity bonds as provided by the By-laws;
- (k) 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 Residential Condominium;
- (l) any costs and expenses of and related to the payment of the Residential Condominium's proportionate share of the shared costs pursuant to the Shared Use Agreement; and
- (m) all costs and expenses incurred or to be incurred in complying with the terms and provisions of the Development Agreements.

SCHEDULE 'F'

EXCLUSIVE USE PORTIONS OF THE COMMON ELEMENTS

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

- a) The owner(s) of Residential Units 1 to 19 inclusive on Level 2 and Residential Units 7, 8, 11, 12 and 13 on Level 10 shall each have exclusive use of that portion of the common elements to which their Unit provides sole and direct access that is designated as **Terrace** and is illustrated on Part 1, Sheets 2 and 5 of the Description.
- b) The owner(s) of Residential Units 1 to 29 inclusive on Levels 3 to 9 inclusive, Residential Units 1 to 20 inclusive on Level 10, Residential Units 1 to 21 inclusive on Levels 11 to 25 inclusive and Residential Units 1 to 10 inclusive on Levels 26 to 35 inclusive shall each have exclusive use of that portion of the common elements to which their Unit provides sole and direct access that is designated as **Balcony** and is illustrated on Part 1, Sheets 3 to 9 inclusive of the Description.

Notwithstanding the foregoing, any fixture, outlet, sign, apparatus or structure located within the limits of any exclusive use portion of the common elements shall not form part thereof.

NOTE: The Declarant reserves the right, at its sole, absolute and unfettered discretion, to create and assign exclusive use portions of the common elements at the time of condominium registration.

SCHEDULE "G"

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

I certify that:

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

(Check whichever boxes are applicable)

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

OR

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

OR

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

OR

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

OR

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

DATED this _____ day of _____, 20___.

Name:
Title: Architect or Engineer

Condominium Act, 1998

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

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

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

DATED this • day of •, 20•.

**PEEL STANDARD CONDOMINIUM
CORPORATION NO. •**

Per: _____
Name: •
Title: •

Per: _____
Name: •
Title: •

We have the authority to bind the Corporation.

SCHEDULE "A"

PEEL STANDARD CONDOMINIUM CORPORATION NO. •

BY-LAW NO. 1

BE IT ENACTED as a by-law of Peel Standard Condominium Corporation No. • (hereinafter referred to as the “**Corporation**”) as follows:

ARTICLE I - DEFINITIONS

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

ARTICLE II - SEAL

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

ARTICLE III - RECORDS

- 3.1 The Corporation shall keep and maintain all records required by section 55 of the Act, including the following records (hereinafter called the “**Records**”):
- (a) the financial records of the Corporation for at least seven (7) years from the end of the last fiscal period to which they relate;
 - (b) a minute book containing the minutes of owners' meetings and the minutes of meetings of the Corporation's board of directors (the “**Board**”);
 - (c) a copy of the registered Declaration, registered by-laws and current rules;
 - (d) a copy of all applications made under section 109 of the Act to amend the Declaration, if applicable;
 - (e) the seal of the Corporation;
 - (f) copies of all agreements entered into by the Corporation or by the Declarant or the Declarant's representatives on behalf of the Corporation, including all management contracts, deeds, leases, licences, easements and any agreements entered into pursuant to section 98 of the Act;
 - (g) copies of all policies of insurance and the related certificates or memoranda of insurance and all insurance trust agreements;
 - (h) bills of sale or transfers for all items that are assets of the Corporation but not part of the property;
 - (i) the names and addresses for service of each owner and mortgagee that the Corporation receives, in writing, from owners and mortgagees in accordance with subsection 46.1 of the Act;
 - (j) all written notices received by the Corporation from owners that their respective units have been leased together with the lessee's name, the owner's address, a copy of the lease or renewal or a summary of same, pursuant to subsection 83(1) of the Act;
 - (k) all written notices received by the Corporation from owners that a lease of the owner's unit has terminated and has not been renewed pursuant to subsection 83(2) of the Act;
 - (l) all records that the Corporation has related to the units or to employees of the Corporation;
 - (m) all existing warranties and guarantees for all equipment, fixtures and chattels included in the sale of either the units or common elements that are not protected by warranties and guarantees given directly to a unit purchaser;
 - (n) the as-built architectural, structural, engineering, mechanical, electrical and plumbing plans;

- (o) the as-built specifications indicating all substantive changes, if any, from the original specifications;
- (p) all existing plans for underground site services, site grading, drainage and landscaping, and television, radio or other communication services;
- (q) all other existing plans and information that are relevant to the repair or maintenance of the property;
- (r) if the property of the Corporation is subject to the *Ontario New Home Warranties Plan Act* (or applicable replacement legislation) an executed copy of Form 3 prescribed by section 37 of Ontario Regulation 49/01 (or applicable replacement legislation) and a copy of all final reports on inspections that the Tarion Warranty Corporation (or other applicable warranty provider) requires to be carried out on the common elements;
- (s) a table that the Declarant has delivered pursuant to clause 43(5)(g) of the Act setting out the responsibilities for repair after damage and maintenance, and indicating whether the Corporation or the owners are responsible;
- (t) if applicable, a copy of the schedule that the Declarant has delivered pursuant to clause 43(5)(h) of the Act, setting out what constitutes a standard unit for each class of unit that the Declarant specifies, for the purpose of determining the responsibility for repairing improvements after damage and insuring them;
- (u) all reserve fund studies and all plans to increase the reserve fund;
- (v) a copy of the most current disclosure statement delivered by the Declarant to a purchaser prior the turnover meeting;
- (w) a copy of the written technical audit report received by the Corporation;
- (x) a copy of any order appointing an inspector or administrator, if applicable, pursuant to section 130 or 131 of the Act, together with any report that the Corporation receives from an inspector in accordance with subsection 130(4) of the Act;
- (y) a copy of all status certificates issued within the previous seven (7) years;
- (z) a copy of all notices of meetings sent by or on behalf of the Corporation within the previous seven (7) years;
- (aa) all proxies, for not more than ninety (90) days from the date of the meeting at which the proxies were utilized;
- (bb) a copy of all notices of lien issued by the Corporation to delinquent owners pursuant to subsection 85(4) of the Act, in respect of which the corresponding certificates of lien have not been discharged or vacated by court order;
- (cc) all records relating to actual or pending litigation (or insurance investigations) involving the Corporation [as contemplated in clause 55(4)(b) of the Act], together with copies of all outstanding judgements against the Corporation [as contemplated in clause 76(1)(h) of the Act];
- (dd) a copy of the budget of the Corporation for the current fiscal year, together with the last annual audited financial statements and auditor's report on such statements;
- (ee) a copy of all minutes of settlement and/or written decisions made by any mediator or arbitrator appointed pursuant to section 132 of the Act, regarding any issue(s) in dispute involving the Corporation (or to which the Corporation is a party), together with copies of all court orders issued in those circumstances where the Corporation was a party to the proceeding or otherwise directly affected thereby;
- (ff) a copy of all orders made by the Condominium Authority Tribunal regarding any issues in dispute involving the Corporation (or to which the Corporation is a party);
- (gg) a copy of all annual notices of assessment and notices of any extraordinary assessments;
- (hh) all periodic information certificates that the Corporation, within the twelve (12) month period before receiving the request for records or a requester's response, sent to the owners under section 26.3 of the Act or was required by that section to send to the owners;
- (ii) all material and records provided to or obtained by the Corporation with respect to training courses completed by a person who is or was a director of the Corporation; and

- (jj) all other records as may be prescribed or specified in any other by-laws of the Corporation, together with copies of all other materials received by the Corporation that the regulations to the Act may hereafter require the Declarant to deliver on or shortly after the turnover meeting [as contemplated in clause 43(5)(m) of the Act].
- 3.2 Subject to the Act, the following Records constitute the core records of the Corporation:
- (a) the Declaration, by-laws, and rules of the Corporation;
 - (b) any master site agreement(s), mutual use agreement(s), and/or similar shared facilities agreement(s) entered into by or on behalf of the Corporation;
 - (c) the budget for the Corporation's current fiscal year and all amendments, if any, made to that budget;
 - (d) the most recent financial statements that the board has approved under subsection 66(3) of the Act;
 - (e) the most recent auditor's report presented to the audit committee or to the board under subsection 67(6) of the Act;
 - (f) the current plan proposed by the board under subsection 94(8) of the Act for future funding of the reserve fund;
 - (g) the owners' names and identification of the units, and the owners' addresses for service if the addresses for service are in Ontario, if the owners give notice to the Corporation in writing with such information;
 - (h) the names of the mortgagees, identification of the units, and the mortgagees' addresses for service, if: (i) the mortgagee gives notice to the Corporation in writing, setting out the mortgagee's names and, in accordance with the Act, identifies the unit that is the subject of the mortgage; (ii) under the terms of the mortgage, the mortgagee has the right to vote at a meeting of owners in the place of the unit owner or to consent in writing in the place of the unit owner, and the mortgagee notifies the Corporation of such right, including any change in the address for service; and (iii) the mortgagee's addresses for service is in Ontario;
 - (i) the names of all owners or mortgagees who have agreed in writing to a method of electronic communication and a statement of that method;
 - (j) a record of all written notices from an owner that a unit is leased, together with the lessee's name, the owner's address and a copy of the lease or renewal or summary of it, in the form prescribed by the Minister;
 - (k) a record of all written notices from an owner that a lease of a unit is terminated and not renewed;
 - (l) all periodic information certificates that the Corporation, within the twelve (12) month period before receiving the request for records or a requester's response, sent to the owners under section 26.3 of the Act or was required by that section to send to the owners; and
 - (m) the minutes of owners or meetings of the Board within the twelve (12) month period before the Corporation receives a request for records or a requester's response.

ARTICLE IV - THE CORPORATION

4.1 Duties of the Corporation

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

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

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

4.2 Powers of the Corporation

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

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

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

telecommunication services to the Corporation on a bulk basis, in accordance with the Corporation's Declaration and the provisions of the Act relating to telecommunications agreements, including any renewals, amendments, re-statements, or replacement agreements as may be approved by resolution of the Board from time to time;

- (k) the holding of residents' social activities and purchasing of gifts or making donations where there is a death or illness of an owner or resident or for a service award for an employee, or an owner's or resident's volunteer contribution to the Corporation, provided such costs for the foregoing are reasonable;
- (l) commencing, responding to, settling, adjusting or referring to the Condominium Authority Tribunal, mediation and/or arbitration or litigation any disputes and/or claims which may be made upon or which may be asserted on behalf of the Corporation; and
- (m) the delegation to such one or more of the officers and/or directors of the Corporation as may be designated by the directors, all or any of the powers conferred by the foregoing clauses of paragraph 4.2 of this by-law to such extent and in such manner as the directors shall determine at the time of such delegation.

ARTICLE V - MEETINGS OF OWNERS

5.1 Annual Meeting:

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

5.2 The First Annual General Meeting:

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

5.3 Special Meetings:

The Board shall, upon receipt of a requisition in the form prescribed by the Act that meets the requirements set out in the Act, call and hold a meeting of the owners within the prescribed time period set out in the Act or if the requisitionists so consent in writing, add the business to be presented at the requisitioned meeting to the agenda for the next annual general meeting. The Board may at any time call a special meeting of the owners for the transaction of any business, the nature of which shall be specified in the notice calling the meeting.

5.4 Notices:

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

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

5.5 Reports:

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

5.6 Persons Entitled to Be Present:

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

5.7 Quorum:

At any meeting of owners, a quorum shall be constituted when persons entitled to vote and owning not less than twenty-five (25%) percent of the units are present in person or represented by proxy. Notwithstanding the foregoing, where quorum is not present at the first and second attempt to hold: (i) an annual general meeting; (ii) a meeting to elect one or more directors; or (iii) a meeting to appoint an auditor, a quorum for the transaction of business at any third or subsequent attempt to hold such meeting is those owners who together own fifteen percent (15%) of the units in the Corporation, except that the foregoing shall not apply to any part of the business of such meeting that concerns the removal of a director or the removal of an auditor.

If thirty minutes after the time appointed for the holding of any meeting of owners, a quorum is not present, the meeting shall stand adjourned and if the meeting was an annual general meeting, the Board shall call a further meeting of the owners in accordance with the Act.

5.8 Right to Vote:

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

5.9 Conduct of Meetings:

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

5.10 Method of Voting:

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

5.11 Representatives:

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

5.12 Co-Owners:

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

5.13 Votes to Govern:

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

5.14 Entitlement to Vote:

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

5.15 Proxies:

Every owner or mortgagee entitled to vote at any meeting of the owners may, by instrument in writing, appoint a proxy, who need not be an owner or mortgagee, to attend and act at the meeting, in the same manner, to the same extent and with the same power, as if the owner or mortgagee were present at the meeting. The instrument appointing a proxy shall be in the prescribed form in accordance with the Act. The instrument appointing a proxy shall be deposited with the secretary of the meeting before any vote. The proxy instrument may be designated by the secretary of the meeting for use as a voting ballot in lieu of any substitute voting ballot. Proxies shall be held in safekeeping by the registrar until delivered to the scrutineers for tabulation. Proxies shall not be made irrevocable. The later proxy shall supersede an earlier proxy granted by an owner or mortgagee. A proxy instrument showing the latest date and time of signing shall supersede an earlier proxy or an undated proxy instrument. Only a proxy instrument signed by the owner, a mortgagee of the unit or an attorney pursuant to a valid, written power of attorney, will be deemed valid.

The Board may establish, by resolution of the Board, procedures for the depositing and registration of proxies, which shall have the same force and effect as if said procedures were part of this By-law.

5.16 Attending Owners Meetings by Telephonic or Electronic Means

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

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

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

5.17 Electronic Voting By Unit Owners

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

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

5.18 Minutes:

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

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

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

ARTICLE VI - BOARD OF DIRECTORS

6.1 The Corporation:

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

6.2 Number of Directors and Quorum:

The number of directors shall be 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 the powers of the Board so long as a quorum of the Board remains in office.

6.3 Qualifications:

Each director shall: (a) be 18 or more years of age; (b) be an owner of unit or someone living in a unit with an owner of the unit, or in the event that the unit is owned by a corporation, the authorized representative of that corporation; and (c) and must comply with the disclosure obligations within the prescribed time in accordance with the Act, as set out in paragraph 6.4 herein, but need not be an owner of a unit in the Corporation. No undischarged, bankrupt or any person that is incapable of managing property within the meaning of the *Substitute Decisions Act, 1992* shall be a director.

A director immediately ceases to be a director if: (a) a certificate of lien has been registered against a unit owned by the director and the director does not obtain a discharge of the lien within ninety (90) days of the registration of the lien; or (b) the director becomes a bankrupt or incapable of managing property within the meaning of the *Substitute Decisions Act, 1992*; or (c) the director has not completed the required director training within six (6) months of being elected or appointed to the Board and/or has not sent evidence of same within fifteen (15) days of completion; or (d) the director no longer meets the qualification requirements set out in this Section 6.3 for serving on the Board.

6.4 Disclosure Obligations:

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

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

- (f) if the person has, directly or indirectly, a material interest in a contract or transaction to which the declarant or declarant affiliate is a party, in a capacity other than as a purchaser, mortgagee, owner or occupier of a unit, a statement of that fact and a statement of the nature and extent of the interest;
- (g) if the person is an owner in the Corporation and if the contributions to the common expenses payable for the person's unit are in arrears for sixty (60) days or more, a statement of that fact;
- (h) if the person is not an owner of a unit in the Corporation, a statement of that fact; and
- (i) if the person is not an occupier of a unit in the Corporation, a statement of that fact.

6.5 Timing of Disclosure:

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

- (a) if the person provides notice to the Board of its intention to be a candidate in the election by the date specified in the preliminary notice, at the time of providing such notice;
- (b) if the person does not provide notice to the Board of its intention to be a candidate in the election by the date specified in the preliminary notice but is a candidate in the election of one or more directors at a meeting, at the meeting;
- (c) if the person is appointed to the Board, at any time before being appointed; and
- (d) as otherwise prescribed by the Act.

6.6 Consent:

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

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

6.7 Election and Term:

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

6.8 Filling of Vacancies and Removal of Directors:

- (a) If a vacancy in the membership of the Board occurs, other than by way of removal by the owners or as a result of the number of directors being increased, subject to subparagraph (c) of this paragraph 6.8, the majority of the remaining members of the Board may appoint any person qualified to be a member of the Board to fill the vacancy until the next annual meeting at which time the vacancy shall be filled by election of the owners.
- (b) Where the number of directors is increased, the vacancies resulting from such increase shall be filled only by election at such meeting of the owners and the director(s) so elected shall not act until the by-law increasing the number of directors is registered.

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

6.9 Calling of Meetings:

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

6.10 Regular Meetings:

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

6.11 Teleconference:

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

6.12 First Meeting of New Board:

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

6.13 Conflict of Interest:

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

6.14 Protection of Directors and Officers:

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

6.15 Indemnity of Directors and Officers:

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

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

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

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

6.16 Insurance:

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

6.17 Standard of Care:

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

6.18 Consent of Director at Meeting:

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

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

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

6.19 Deemed Consent of a Director:

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

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

6.20 Minutes:

While the Corporation may produce, circulate and/or maintain minutes of any meeting that contain a more detailed narrative description of the proceedings at any meeting of Directors, the

Corporation shall prepare, circulate and maintain a minute record of each meeting which records the following, and only the following, information:

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

ARTICLE VII - OFFICERS

7.1 Elected President:

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

7.2 Other Elections and Appointments:

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

7.3 Term of Office:

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

7.4 President:

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

7.5 Vice-President:

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

7.6 General Manager:

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

7.7 Secretary:

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

7.8 Treasurer:

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

7.9 Other Officers:

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

7.10 Agents and Attorneys:

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

7.11 Committees:

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

7.12 Condominium Management:

Only a licensed condominium manager or licensed condominium management provider under the *Condominium Management Services Act, 2015* (the “**condominium manager**”) may be appointed by the Board from time to time. The condominium manager shall be responsible for the general management and direction of the Corporation’s business affairs, subject to the overriding authority of the Board and supervision by the President. The duties, services, remuneration and any contractual provisions applicable to the condominium manager shall be specified in writing as determined from time to time by the Board. The Board may permit the condominium manager to exercise some or all of the specified services normally provided by a condominium manager, subject to any appropriate adjustments to any condominium management agreement currently in effect as may be mutually agreed with the condominium manager. The services rendered by the condominium manager shall be specified in writing and shall be exclusive of the services rendered by the directors.

ARTICLE VIII - BANKING ARRANGEMENTS AND CONTRACTS

8.1 Arrangements:

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

8.2 Execution of Instruments:

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

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

8.3 No Seal:

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

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

Status certificates, certificates and discharges of lien, information certificates, condominium returns and notices of change as required by the Act may be signed by any officer or any director of the Corporation, or any person authorized by resolution of the Board with or without the seal of the Corporation affixed thereto, provided that the Board may, by resolution, direct the manner in which, and the person(s) by whom, such certificates or documents may or shall be signed from time to time.

ARTICLE IX - FINANCIAL YEAR END

9.1 Financial Year End:

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

ARTICLE X - NOTICE

10.1 Method of Giving Notices

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

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

mortgagee (or to any director or officer of such mortgagee, if the mortgagee is a corporation) either:

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

10.2 Receipt of Notice

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

10.3 Omissions and Errors

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

ARTICLE XI - ASSESSMENT AND COLLECTION OF COMMON EXPENSES

11.1 Duties of the Board:

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

11.2 Owner's Obligations:

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

11.3 Extraordinary Expenditures:

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

11.4 Default in Payment of Assessment:

- (a) Arrears of payments required to be made under the provisions of this article shall bear interest at a rate determined by the Board from time to time and in default of such determination shall bear interest at the rate of eighteen (18%) per cent per annum and shall be compounded monthly until paid.
- (b) In addition to any remedies or liens provided by the Act, if any owner is in default in payment of an assessment levied against him/her for a period of fifteen (15) days, the Board may

retain a solicitor on behalf of the Corporation to enforce collection and there shall be added to any amount due all costs of such solicitor as between a solicitor and his/her own client and such costs may be collectible against the defaulting owner in the same manner as common expenses.

- (c) The Board when giving notice of default in payment of common expenses or any other default to the owner of the unit, shall concurrently send a copy of such notice to each mortgagee of such unit who has requested that such notices be sent to him/her.

ARTICLE XII - LIABILITY FOR COSTS

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

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

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

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

12.2 Additional Rights of Corporation:

The contravention of any provisions of the Act, declaration, by-laws and/or rules (the "**Governing Documents**") of the Corporation (the "**Contravention**") shall give the Board, subject to its duty to act reasonably, in addition to any other rights set forth in the Act and the Governing Documents, the right in relation to the owner of the unit, occupier, tenant, visitor, guest and/or invitee in Contravention, to the following:

- (a) to prohibit any person from using the facilities or any part of the common elements of the Corporation for any time that the Board, acting reasonably, determines appropriate;
- (b) upon reasonable notice, or in the case of an emergency without notice, enter the unit, or any part of the common elements in which or with respect to which such contravention exists and to summarily abate and remove at the expense of the owner of the unit, any structure, item or condition that may exist in or about the unit or any part of the common elements contrary to the intent and meaning of the provisions of the Act and/or the Governing Documents and the Board shall not be deemed guilty of any manner of trespass and/or invasion of privacy
- (c) upon reasonable notice, or in the case of an emergency without notice, enter the unit for the purposes of enjoining and remedying any condition, which exists in the unit, which may be harmful or deleterious to the welfare of any resident in the unit or other residents within the Corporation, as determined by the Board, acting reasonably;
- (d) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such Contravention, including without limiting the generality of the foregoing, any proceeding for compliance pursuant to the provisions of the Act; and
- (e) to deem all costs incurred by the Corporation pursuant to Article 10 to be common expenses attributable to the unit and collected in the same manner as common expenses.

12.3 Indemnification By Owner:

- (a) The owner of a unit is responsible for any cost incurred to repair:
 - (i) 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
 - (ii) damage to the common elements that has been caused by the deliberate or negligent conduct of any owner, resident or their invited guests.
- (b) 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.

- (c) the owner of a unit is responsible for the lesser of the amount of the deductible contained in the Corporation's insurance policy and the cost to repair the damage to the owner's unit, that may have been caused by the owner or any person, thing or animal for whom or for which the owner is responsible;
- (d) pursuant to subsection 105(3) of the Act, the responsibility of an owner or owners shall be determined as follows, and the Corporation shall have the right to rely on any or all of the following:
 - (i) the owner of a unit is responsible for the lesser of the amount of the deductible contained in the Corporation's insurance policy and the cost to repair the damage to the owner's unit, the common elements or other units, that may have been caused by the owner or any person, thing or animal for whom or for which the owner is responsible;
 - (ii) where damage occurs in or to a unit, the common elements and/or other units (excluding the owner's improvements and personal belongings) and the damage is not caused by an act or omission of the Corporation and/or its directors, officers or agents, the owner of the unit where the damage originated shall be responsible for the lesser of the amount of the deductible contained in the Corporation's insurance policy and the cost to repair the damage; and
 - (iii) should an incident cause damage to more than one (1) unit, or to the exclusive use common element area(s) appurtenant to more than one unit, and where the damage was not caused by, nor the result of an act or omission on the part of the Corporation and/or its directors, officers or agents, then the owner of each unit that has suffered damage shall indemnify and save the Corporation harmless from and against the amount which is equivalent to such owner's proportionate share of the total deductible amount payable by the Corporation under or pursuant to any policy of insurance held by the Corporation and that is applicable to the insurance claim for the repair of such damage, on the express understanding that the proportionate share of the deductible payable by each unit owner that has suffered damage shall be determined by the Board, acting reasonably;
- (e) each owner shall indemnify and save the Corporation harmless from and against any and all damages, loss and/or cost, which the Corporation may suffer or incur resulting from, or caused by an owner, or any person, thing or animal for whom or for which the owner is responsible including, but not limited to:
 - (i) all legal costs and disbursements incurred by the Corporation, including but not limited to the cost of any legal advice and/or letters written by the Corporation and its solicitors given to the Corporation; and/or
 - (ii) any costs incurred by the Corporation:
 - (A) to redress, rectify and/or obtain relief from any injury, loss or damages incurred by the Corporation, including any resulting from any legal actions taken by an owner against the Corporation, if the Corporation is successful;
 - (B) to remove any items that constitute a Contravention;
 - (C) for repairs made by the Corporation to his/her unit and/or to any part of the common element adjacent to and/or serving his/her unit, and for any repairs to other units and the common elements, which repairs were necessary because of damage for which the owner is responsible, including the actions of the residents, tenants, invitees or licensees of his or her unit (save and except for any portion of the costs of repairs recoverable directly from the Corporation's insurer);
 - (D) in relation to the enforcement of any rights or duties pursuant to the Act and/or the Governing Documents of the Corporation, including the need for an oppression remedy;
 - (E) to collect monies owing to the Corporation by an owner;
 - (F) all costs incurred by the Corporation, including but not limited to legal costs and disbursements, in preparing for and/or participating in the process set

out by the Condominium Authority of Ontario for dealing with a dispute in which the Corporation is successful in whole or in part, regardless of whether the application is commenced by a unit owner or occupant of a unit or the Corporation;

- (G) all amounts for which the unit owner is responsible pursuant to the Act and/or the Governing Documents of the Corporation shall form part of the contributions to the common expenses payable for the unit; and
- (f) these payments shall be added to the monthly contributions towards the common expenses for the unit, after delivery of written notice from the Corporation thereof. All payments shall be treated in all respects as common expenses and recoverable as such.

ARTICLE XIII - PROCEDURES FOR MEDIATING DISPUTES

13.1 Mediation Procedures

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

ARTICLE XIV - MISCELLANEOUS

14.1 Invalidity:

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

14.2 Gender:

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

14.3 Waiver:

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

14.4 Headings:

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

14.5 Alterations:

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

14.6 Conflicts:

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

DATED as of the • day of •.

**PEEL STANDARD CONDOMINIUM
CORPORATION NO. •**

Per: _____
Name: •
Title: •

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

APPENDIX "A" TO BY-LAW #1

ARTICLE 1 - PRE-MEDIATION PROCEEDINGS

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

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

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

ARTICLE 2 - MEDIATION

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

Selection and Role of the Mediator:

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

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

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

Party Confidentiality:

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

Pre-mediation information:

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

Authority to Settle:

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

Mediator Confidentiality:

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

Legal Representation:

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

Right to Withdraw:

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

Costs of the Mediation:

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

Notice and Report:

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

Settlement:

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

Condominium Act, 1998

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

Peel Standard Condominium Corporation No. ● (known as the "**Corporation**") certifies that:

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

DATED this ● day of ●, 20●.

**PEEL STANDARD CONDOMINIUM CORPORATION
NO. ●**

Per: _____
Name: ●
Title: ●

Per: _____
Name: ●
Title: ●

We have the authority to bind the Corporation.

**PEEL STANDARD CONDOMINIUM CORPORATION
NO. ●**

BY-LAW NO. 2

A By-law respecting the Overall Shared Facilities Agreement to be entered into between **TACC HOLBORN (BLOCK 139) INC.** (the “**Declarant**”) and Peel Standard Condominium Corporation No. ● (the “**Corporation**”) and other designated parties.

WHEREAS the Declarant and the Corporation and other designated parties have agreed to enter into agreement(s) for the purposes of providing for the mutual use, maintenance, repair, replacements, governance and cost-sharing of various shared facilities (collectively, the “**Shared Facilities Agreement or “Shared Use Agreement”**”);

BE IT ENACTED as a By-law of Peel Standard Condominium Corporation No. ● as follows:

1. The Corporation shall enter into the Shared Facilities Agreement, in such form to be finalized and mutually approved by the parties upon registration of the Corporation and prior to the turnover meeting held pursuant to Section 43 of the *Condominium Act, 1998*.
2. All of the terms, provisions and conditions contained in the respective Shared Facilities Agreement are hereby authorized, ratified, sanctioned and confirmed.
3. The President or Secretary of the Corporation be and is hereby authorized to execute on behalf of the Corporation, the respective Shared Facilities Agreement, together with all other documents as may be necessary to more effectively carry out the intent of this By-law.

DATED at Brampton this _____ day of _____, 20__.

**PEEL STANDARD CONDOMINIUM CORPORATION
NO. ●**

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have the authority to bind the Corporation.

Condominium Act, 1998

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

Peel Standard Condominium Corporation No. • (known as the "**Corporation**") certifies that:

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

DATED this • day of •, 20•.

**PEEL STANDARD CONDOMINIUM CORPORATION
NO. •**

Per: _____
Name: •
Title: •

Per: _____
Name: •
Title: •

We have the authority to bind the Corporation.

SCHEDULE "A"

PEEL STANDARD CONDOMINIUM CORPORATION NO. •

BY-LAW NO. 3

A by-law respecting the entering into of a construction licence agreement (the "**Construction Licence Agreement**") between this Corporation (hereinafter defined) and **TACC HOLBORN (BLOCK 139) INC.**, (the "**Declarant**"), as owner of the Additional Development Lands (as defined in the attached Construction Licence Agreement) to facilitate construction of the Additional Development (as defined in the attached Construction Licence Agreement).

WHEREAS the Declaration of this Corporation requires that the Corporation enter into the Construction Licence Agreement with the Declarant to assist in its construction of the Additional Development.

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

1. The Corporation be and it is hereby authorized to enter into the Construction Licence Agreement, substantially in the form annexed hereto, with the Declarant, as owner of the Additional Development Lands, regarding the granting of the exclusive licences and rights set out in the attached Construction Licence Agreement in favour of the Declarant, its successors and assigns, and to execute any further documents or other assurances with the Declarant, and its successors and assigns, as may be required from time to time in order to give effect to the provisions of the Construction Licence Agreement.
2. That all terms, provisions and conditions set out in the Construction Licence Agreement including, without, limitation, all covenants and agreements made by or on behalf of this Corporation are hereby authorized, ratified, sanctioned and confirmed.
3. That the President or Secretary be and either of them is hereby authorized to execute, on behalf of the Corporation, the Construction Licence Agreement, together with all other documents or instruments including, but not limited to, the granting and acceptance of licences and rights which form part of or which are ancillary to the Construction Licence Agreement. The affixing of the corporate seal of the Corporation to all such documents and instruments is hereby authorized, ratified, sanctioned and confirmed.

DATED as of the • day of •.

**PEEL STANDARD CONDOMINIUM
CORPORATION NO. •**

Per: _____
Name: •
Title: •

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

SCHEDULE "A" TO BY-LAW NO. 3

CONSTRUCTION LICENCE AGREEMENT

THIS AGREEMENT is made as of this _____ day of _____, 202__.

BEETWEEN:

PEEL STANDARD CONDOMINIUM CORPORATION NO. •

a condominium corporation created by registration of a declaration and description on the • day of • in the Land Registry Office for the Land Titles Division of Peel (No. 43) as Instrument No. •
(the "Licensor")

- and -

TACC HOLBORN (BLOCK 139) INC.

a corporation created pursuant to the laws of the Province of Ontario
(the "Licensee")

WHEREAS the Licensor is responsible to manage the property and assets of Peel Condominium Plan No. •, pursuant to the *Condominium Act, 1998* (the "Act");

AND WHEREAS the Licensee intends to construct the Additional Development (hereinafter defined) on the Additional Development Land (hereinafter defined);

AND WHEREAS the Licensor desires to grant to the Licensee certain rights and licences in and pertaining to the Licence Lands, all as more particularly set out in this Agreement, to assist with the construction of the Additional Development (hereinafter defined);

NOW THEREFORE, THIS AGREEMENT WITNESSES THAT in consideration of the Licence Fee (hereinafter defined), and the mutual covenants, undertakings and benefits hereinafter set forth, the Parties (hereinafter defined) hereto agree as follows:

ARTICLE I - INTRODUCTION

1.1 Definitions

The terms defined in this Section 1.1, for all purposes of this Agreement and of all indentures, agreements or other instruments supplemental hereto or confirmatory, amendatory or in modification hereof now or hereafter entered into in accordance with the provisions hereof, shall have the following meanings unless the context expressly or by necessary implication otherwise requires

- (a) **"Additional Development"** means, collectively, the Commercial Development and such other development as may be permitted by municipal by-laws, from time to time, to be undertaken by the Declarant, or its related or affiliated entities upon and within the Additional Development Lands.
- (b) **"Agreement"** means this license and all instruments supplemental hereto or m amendment or confirmation hereof.
- (c) **"City"** means the City of Brampton.
- (d) **"Commercial Development"** means the retail/commercial component constructed or anticipated to be constructed within portions of the buildings comprising the Licensor within the Additional Development Lands.
- (e) **"Force Majeure"** means any war, act of God, natural disaster, other catastrophe, fire or other casualty, riot or insurrection, strike, lockout or labour disturbance, inability to obtain material, goods, equipment, services or utilities required, but shall not include any inability of a Party (hereinafter defined) to fulfill or perform any obligation because of any lack of funds or its financial condition.
- (f) **"Governmental Authority"** means the City, the government of the Province of Ontario,or any agency, board, tribunal or authority thereof.
- (g) **"Licence Fee"** means the fee payable pursuant to Article 3.

- (h) "**Licence Lands**" means the lands owned by the Licensor and legally described in Schedule "A" attached hereto licensed under Article 2.
- (i) "**Parties**" means the Licensor of the First Part, and the Licensee of the Second Part, and their respective successors and assigns, and "**Party**" means any one of the Parties.
- (j) "**Commercial Development**" means the retail/commercial component constructed or anticipated to be constructed within portions of the Additional Development Lands.
- (k) "**Substantial Completion**" shall have the same meaning as "substantially performed" in the *Construction Lien Act* (Ontario).
- (l) "**Term**" means the respective term for each of the licences described here as set out in Sections 2.4(a) and (b).

1.2 Gender and Number

Words importing the singular shall include the plural and vice versa and words importing gender shall include all genders.

1.3 Captions

The captions contained in this Agreement are for convenience of reference only and in no way define, limit or describe the scope and intent of this Agreement or in any way affect this Agreement.

1.4 Applicable Law

This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

1.5 Obligations as Covenants

Each obligation or agreement of the Licensor or of the Licensee contained in this Agreement, even though not expressed as a covenant, is considered for all purposes to be a covenant.

1.6 Invalidity of Provisions

The invalidity or unenforceability of any provision of this Agreement or any covenant herein contained shall not affect the validity or enforceability of any other provision or covenant hereof or herein contained and any such invalid provision or covenant shall be deemed to be severable.

1.7 Covenants Independent

Each covenant contained in this Agreement is considered for all purposes to be a separate and independent covenant and a breach of a covenant by either the Licensor or the Licensee will not discharge or relieve the other Party from its obligation to perform each of its covenants.

1.8 Currency

All reference to currency in this Agreement shall be deemed, unless the context otherwise requires, to be a reference to lawful money of Canada.

1.9 Entire Agreement

This Agreement and any agreements herein contemplated to be entered into among, by or with the Parties, constitutes the entire agreement among the Parties pertaining to the license of the Licence Lands to the Licensee and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the Parties with respect thereto, and there are no warranties, representations or other agreements between the Parties in connection with this Agreement except as specifically set forth herein. No supplement, modification or termination other than as a result of a default by the Licensee of this Agreement shall be binding unless executed in writing by the Parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise expressed or provided.

1.10 Schedules

The following Schedules are incorporated in and form part of this Agreement:

- (a) Schedule "A" – Legal Description of Licence Lands
- (b) Schedule "B" – Legal Description of Additional Development Lands

ARTICLE II - AGREEMENT OF LICENCED LANDS

2.1 Demise

In consideration of the Licence Fee reserved and the covenants and obligations herein contained on the part of the Licensee to be paid, performed, observed and complied with, the Lessor, with the intent and for the purpose of benefiting the Additional Development Lands, grants to the Licensee for its benefit and its respective invitees, licensees, contractors and employees:

- (a) The exclusive right and license to permit the operation and over swing, for all periods and times required by the Licensee during the Term, over and above the Licence Lands of the boom or booms and related apparatus of a tower crane or cranes erected or to be erected from time to time for the purposes of construction of the Additional Development;
- (b) The following exclusive rights in, under, and through the Licence Lands to:
 - (i) install underpinning, soldier piles and lagging as part of the shoring system required by the Licensee for excavation and construction in connection with the Additional Development;
 - (ii) erect construction hoarding on and within the Licence Lands;
 - (iii) bore cavities and place therein tie-backs as support for the soldier piles referred to in subparagraph (i);
 - (iv) making other installations normally associated with the type of shoring system installed by the Licensee pursuant to this Section 2.1(b);
- (c) the right to close all or some of the amenity facilities contained within the Licence Lands and/or to remove portions thereof and/or to temporarily remove or close off portions of the areas of the Licence Lands (including any portions of the common interior roadways and, if applicable, portions of the garage structure situate within and upon the Licence Lands), at no cost to the Licensee, for the purpose of construction of the Additional Development;
- (d) the right to re-shore portions of the underground garage, including any expansion of the existing underground garage structure; and
- (e) store trailers, materials, equipment and products on and within the Licence Lands.

2.2 Hydro and Water

In consideration of the Licence Fee reserved and the covenants and obligations contained on the part of the Licensee to be paid, performed, observed and complied with, the Lessor hereby grants, without the requirement for the payment of any fee or cost whatsoever, the right of the Licensee to attach to and utilize the hydro-electric services and water from and on the Licence Lands in its construction of the Additional Development.

2.3 Consent

In consideration of the Licence Fee reserved and the covenants and obligations herein contained on the part of the Licensee to be paid, performed, observed and complied with, the Lessor hereby consents to the temporary closure of any public lane(s)/roads which may provide access or egress from the Licence Lands to the underground garage to facilitate construction of the Additional Development. The Lessor covenants to execute, without delay and without further cost, any such written assurances and documentation requested by the Licensee recognizing this right to and in favour of any Governmental Authority.

2.4 Term

- (a) With respect to the licences set out in Section 2.1 (a), (b), (c), (d) and (e) this Agreement is effective and binding as of the date hereof provided that, with regard to Section 2.1(a) and (b), the Licensee provides evidence satisfactory to the Lessor that

the necessary approvals and permits have been obtained from the Governmental Authority, only if required and issued by the Governmental Authority.

- (b) With respect to the licenses set out in Sections 2.1(a), (b), (c), (d) and (e) this Agreement shall be automatically terminated:

- (i) upon Substantial Completion of the Additional Development; or
- (ii) on the 30th day after receipt of notice to the Lessor from the Licensee that the Licensee is terminating this Agreement.

2.5 Surrender Upon Expiration of Term

At the expiration of the Term of this Agreement, the Licensee shall peaceably surrender and yield up to the Lessor the Licence Lands and repair any damage to the Licence Lands at its expense in accordance with Section 5.1 hereof or as otherwise directed by the Lessor and all the rights of the Licensee in respect to such licence under this Agreement shall thereupon terminate and the Parties will execute such further assurances as may reasonably be required to give effect to the foregoing.

ARTICLE III – LICENCE FEE

- 3.1 On the Commencement Date, the Licensee shall pay to the Lessor without deduction, abatement or setoff of any kind whatsoever, a license fee for the Licence Lands (the "Licence Fee") of \$1.00 in advance, the receipt whereof is hereby acknowledged by the Lessor.

ARTICLE IV – USE OF THE LICENCE LANDS

4.1 Use

The Licensee shall use and occupy the Licence Lands for the uses set out in Section 2.1 and for no other purpose.

4.2 Non Objection

Without limiting the generality of Section 2.1A.(c), the Lessor acknowledges and agrees that during the construction and development of the Additional Development, it may be necessary to close, temporarily, and/or to remove portions of the Licence Lands during the period of time during which the licence is exercised. The Lessor hereby grants and conveys to the Licensee a temporary easement, without fee or compensation for such purposes and covenants and agrees to fully co-operate with and support the Licensee in its development and construction of the Additional Development, recognizing that during such construction there will be noise, dust, vibration and inconvenience relating to such construction. The Lessor agrees not to object to such construction nor claim such construction or any resulting noise, dust or vibration as an inconvenience or nuisance within any relevant Governmental Authority. The Lessor agrees that this provision may be pleaded as an estoppel by the Licensee:

4.3 Shoring and Tiebacks

- (a) With respect to the licence set out in Section 2.1(b), the Licensee agrees, at its own expense, to restore to their prior condition (with the exceptions of the removal of the tie-backs and underpinning materials referred to in Sections 2.1(b)) those parts of the Licence Lands affected by the Additional Development's operations and installations after Substantial Completion of the Additional Development thereof.
- (b) Once the Additional Development is Substantially Completed, the Licensee shall, subject to the exceptions set out in Section 4.3 (a), at its own expense remove the portions of all soldier piles and other shoring materials, if any, extending above grade.
- (c) Except as provided in subparagraph 4.3(b), the Licensee shall not be required to remove any of the shoring systems constructed in, under, across and through the Licence Lands pursuant to Section 2.1(b) hereof.
- (d) Upon the expiry of the rights and licences granted to the Licensee pursuant to Sections 2.1(b) hereof, the tie-backs and installations described in Sections 2.1(b) hereof, if not previously removed from the Licence Lands, shall become the property of the Lessor.
- (e) The rights and licenses granted pursuant to this Agreement shall be effective for a period of twenty-one (21) years less one (1) day.
- (f) Except in the case of an emergency, no entry (excluding booms) pursuant to the rights and licenses granted pursuant to this Agreement shall be made until the Lessor shall

have been given two (2) days prior notice of the intention of the Licensee to make such entry and the intended time of commencement and completion of the construction.

ARTICLE V – REPAIRS AND MAINTENANCE

5.1 Licensee Obliged to Repair

In the event of damage to the Licence Lands caused directly by the Licensee in connection with the exercise of the licenses granted hereunder and subject to Section 2.2, the Licensee shall repair or reconstruct or cause to be repaired or reconstructed such damage or destruction or shall restore the Licence Lands to the condition existing immediately prior to such damage or as otherwise directed by the Licensor provided such restoration is not to be to a standard greater than the condition existing immediately prior to such damage. Any such replacement, repair, reconstruction or restoration shall be commenced within a reasonable period of time after such damage or destruction and shall be made or done in compliance with the provisions of Article 4.

ARTICLE VI - INSURANCE

6.1 General Liability Insurance

The Licensee shall, from and after the commencement of the exercise of the licence rights under this Agreement, maintain comprehensive general liability insurance in an amount not less than Five Million (\$5,000,000) Dollars on an occurrence basis against claims for personal injury, death or property damage suffered by others arising out of the operations of the Licensee and show Licensor as an additional insured, if permitted by the insurance company.

6.2 Non-cancellations

The policy of insurance provided pursuant to this Article 6 shall contain an agreement by the insurer to the effect that it will not cancel or alter such policy prior to its expiration, whether by reason of non-payment of premium, non-fulfilment of condition or otherwise, except after thirty (30) days prior written notice to the Licensor, if available.

6.3 Premium and Evidence of Payment

The Licensee shall duly and punctually pay all premiums and other sums of money payable for maintaining the insurance to be provided pursuant to this Article 6. The Licensee will produce to the Licensor within 5 days prior to the expiry of any policy of insurance placed pursuant to this Article 6, evidence of the renewal or replacement of such insurance in the form of certified insurance certificates and shall make available upon request evidence of every payment of all premiums and other sums of money payable for maintaining such insurance in force.

6.4 Licensor's Right to Insure

The Licensee shall advise the Licensor of any cancellation, material alteration or lapse of any policies of insurance required to be provided hereunder. If the Licensee fails to effect and keep such insurance in force, the Licensor shall have the right, upon written notice to the Licensee without assuming any obligation in connection therewith, to effect such insurance at the cost of the Licensor and all outlays by the Licensor shall be immediately payable by the Licensee to the Licensor without prejudice to any other rights and recourses of the Licensor hereunder. No such insurance taken out by the Licensor shall relieve the Licensee of its obligation to insure hereunder and the Licensor shall not be liable for any loss or damage suffered by the Licensee in connection therewith.

The Licensee shall not carry on or permit to be carried on any activity or allow any condition to exist which threatens to result in the cancellation of any insurance policy required to be maintained hereunder. If it does so, the Licensor shall be entitled to remedy such condition forthwith and all reasonable costs incurred by the Licensor in so doing shall be immediately payable by the Licensee to the Licensor without prejudice to any other rights and recourses of the Licensor hereunder. If such condition is incapable of being remedied by the Licensor and such insurance is actually cancelled, it may forthwith terminate this Agreement.

ARTICLE VII - INDEMNITY

7.1 Indemnity By Licensee

The Licensee agrees, during the exercise of the rights and licences granted under this Agreement, to save, defend and keep harmless and fully indemnify the Licensor from and

against all manner of actions, suits, claims, liens, executions and demands which are brought against or made upon the Licensor directly caused by the exercise of the rights and licences of the Licensee under this Agreement.

ARTICLE VIII – ASSIGNMENT AND SUB-LICENCE

8.1 Assignment and Sub-Licence

The Licensee shall have the right to assign and/or sublicense, in whole or in part (including, without limitation, an assignment of this Agreement or the Licensee's interest in this Agreement as collateral security for a mortgage loan(s)) this Agreement and the rights granted hereunder to any person, firm, partnership, trust, corporation or syndicate this Agreement and the rights granted hereunder (collectively, the "**Assignment**").

Upon notice of Assignment being given by the Licensee to the Licensor, the Licensee shall be relieved of all obligations and liabilities under this Agreement which obligations and liabilities shall become the obligations and liabilities of the entity taking an Assignment of this Agreement for the periods both before and following Assignment (and for the duration of this Assignment).

8.2 Non Assignment by Licensor

The Licensor shall not be permitted to assign or sublicense, in whole or in part, (including, without limitation, any Assignment of this Agreement or the Licensor's interest in this Agreement as collateral security for a mortgage loan (s)) without the prior written consent of the Licensee, acting reasonably. In the event that the Licensee does provide its consent to such Assignment, then it shall be a condition of such Assignment that the Licensee obtain from any party to which it assigns this Agreement or its interest in this Agreement an assumption and covenant agreement in form and substance satisfactory to the Licensee whereby such entity taking the Assignment agrees to be bound by the terms hereof.

ARTICLE IX - LICENSOR'S REMEDIES

9.1 Right of Licensor to Perform Covenants

All covenants and agreements to be performed by the Licensee under any terms hereof shall be performed by the Licensee and without any abatement of the Licence Fee. Without limiting any other remedies the Licensor may have arising out of this Agreement, in respect of any default in the performance of the Licensee's obligations under this Agreement, the Licensor shall have the right, in the case of any default which has not been remedied by the Licensee, to enter, cure or attempt to cure such default and the Licensee shall forthwith reimburse the Licensor within sixty (60) days of demand for any direct expense incurred or amounts paid by the Licensor in so doing, providing the Licensor is acting in a commercially reasonable manner.

9.2 Relief Against Forfeiture

If the Licensor has taken action to terminate this Agreement, then the Licensee may apply to a court of competent jurisdiction for such relief as, having regard to the proceedings and the conduct of the Parties and to all other circumstances, the court thinks fit, and on such terms as to payment of license fees, costs, expenses, damages, compensation, penalty or otherwise, including the granting of an injunction to restrain any like breach in the Additional as the court considers just.

9.3 Construction Liens

The Licensee shall not suffer or permit any lien under the *Construction Act* (as amended, re-enacted or replaced from time to time) or any like statute to be filed or registered against the Licence Lands, by reason of work, labour, services or materials supplied or claimed to have been supplied to the Licensee or any one holding any interest in any part thereof through or under the Licensee. If any such lien shall at any time be filed or registered, the Licensee shall procure registration of its discharge within 60 business days after the lien has come to the notice or knowledge of the Licensee, or such longer period provided the Licencee is acting with reasonable dispatch.

9.4 Force Majeure

The failure to perform or delay in performing any obligation under this Agreement shall be deemed to be a breach of or default under this Agreement if and for so long as such failure or delay is caused by an event of Force Majeure.

ARTICLE X - MISCELLANEOUS

10.1 Time

Time shall be of the essence of this Agreement, save as otherwise herein specified.

10.2 Relationship of Parties

The provisions contained in this Agreement shall not be deemed to create any relationship other than that of licensor and licensee as to the Licence Lands.

10.3 Notice

All notices, demands, agreements, requests and payments which may be or are required to be given pursuant to this Agreement shall be in writing and shall be sufficiently given if served personally upon any officer of the Party for whom it is intended or mailed, prepaid and registered, return receipt requested:

in the case of the Licensor addressed to it at:

PEEL STANDARD CONDOMINIUM CORPORATION NO. •
c/o the Condominium Building

Attention: Property Manager

in the case of the Licensee addressed to it at:

TACC HOLBORN (BLOCK 139) INC.
c/o

Attention: President

or at such other address in Canada as the Parties may from time to time advise by notice in writing. The date of receipt of any such notice, demand or request shall be deemed to be the date of delivery if such notice, demand or request is served personally or, on the fifth Business Day next following the date of such mailing if mailed as aforesaid; provided, however, that no notice shall be deemed to have been given if sent by mail at any time when a threatened or actual work stoppage exists in the post offices in the municipalities from which or to which such notices are to be sent. Copies of any notice to the Licensor shall be given to any freehold mortgagee of whom the Licensee has been given written notice.

10.4 Amendment

This Agreement may not be modified or amended except by instrument in writing of equal formality herewith signed by the Parties or by their successors and assigns.

10.5 Agreement Binding

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

10.6 Further Assurances

Each party to this Agreement shall give whatever further assurances are reasonably requested by any other party hereto for the purpose of carrying out the true intent of this Agreement.

10.7 Registration

The Licensor hereby consents to registration of this Agreement on title to the License Lands and agrees to execute any documentation required by the Licensee, without cost to the Licensee, in connection therewith within two (2) days of request of the Licensee.

DATED as of the • day of •.

**PEEL STANDARD CONDOMINIUM
CORPORATION NO. •**

Per: _____
Name: •
Title: •

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

TACC HOLBORN (BLOCK 139) INC.

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

SCHEDULE "A"

**ALL UNITS AND COMMON ELEMENTS COMPRISING
PLAN NO. ____ PEEL STANDARD CONDOMINIUM**

SCHEDULE "B"

LEGAL DESCRIPTION OF ADDITIONAL DEVELOPMENT LANDS

[Legal Description to be inserted here at the time of registration and to reflect the legal description of the Additional Development]

Condominium Act, 1998

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

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

1. The copy of By-law No. 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 • day of •, 20•.

**PEEL STANDARD CONDOMINIUM
CORPORATION NO. •**

Per: _____

Name: •

Title: •

Per: _____

Name: •

Title: •

We have the authority to bind the Corporation.

SCHEDULE "A"
PEEL STANDARD CONDOMINIUM CORPORATION NO. •
BY-LAW NO. 4

A by-law respecting the assumption by the Corporation (hereinafter defined) of certain obligations of **TACC HOLBORN (BLOCK 139) INC.** (the "**Declarant**"), and, in particular (but without limiting the generality of the foregoing) pertaining to any restrictive covenant, sewer discharge, construction, site plan, development or like or similar agreement (collectively, the "**Assigned Agreements**") between the Declarant, or the Declarant's predecessors in title, and the parties to the Assigned Agreements.

AND WHEREAS the Assigned Agreements run with the lands comprising this Corporation and bind the owners, from time to time, of the units and common elements of Peel Standard Condominium Corporation No. •

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

1. That all the terms, provisions and conditions set forth in the Assigned Agreements which are intended to bind the owner and its successors and assigns are hereby assumed, sanctioned and ratified by the Corporation in the same manner as if it were an original signatory to the Assigned Agreements in this regard.
2. That the Corporation is further authorized to enter into an assignment agreement (the "**Assignment Agreement**") in the general form annexed hereto, with the Declarant and the parties to the Assigned Agreements to assume all of the obligations and liabilities of the Assigned Agreements. Pursuant to the Assignment Agreement, the Corporation shall indemnify and save harmless the Declarant (its officers, directors and shareholders) from any and all claims, causes of action, damages and costs whatsoever, including legal costs (on a substantial indemnity basis) arising from any breach, default or omission by the Corporation of the ongoing obligations of an owner as set forth in the Assigned Agreements, together with an obligation of this Corporation to execute any further documents or assurances that the Declarant and/or the other parties to the Assigned Agreements may require in order to give full effect to the provisions pertaining to the obligations and responsibilities set forth in the Assigned Agreements.
3. The President or the Vice President and any director of the Corporation be and are hereby authorized to enter into the Assignment Agreement for and on behalf of the Corporation. The affixing of the corporate seal of the Corporation to all such documents and instruments is hereby authorized, ratified, sanctioned and confirmed.

DATED as of the • day of •.

**PEEL STANDARD CONDOMINIUM
CORPORATION NO. •**

Per: _____
Name: •
Title: •

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

SCHEDULE "A" TO BY-LAW NO. 4

ASSIGNMENT AGREEMENT

TO: TACC HOLBORN (BLOCK 139) INC.
(the "Declarant")

AND TO: THE CITY OF BRAMPTON

AND TO: ALL PARTIES TO THE ASSIGNED AGREEMENTS

WHEREAS the Corporation is required to assume certain obligations of the Declarant regarding various unregistered agreements and agreements registered on title to the lands comprising (in whole or in part) this Condominium including, without limiting the generality of the foregoing, the following agreements:

(full particulars of all registered restrictions, construction, sewer discharge, development, site plan, like and similar agreements will be inserted here following registration of the condominium plan comprising this Condominium)

(collectively, the "**Assigned Agreements**")

between the Declarant and/or the Declarant's predecessors in title, and the parties to the Assigned Agreements (the "**Benefiting Parties**");

NOW THEREFORE this Agreement witnesseth in consideration of the mutual covenants and agreements hereinafter set forth and of further good and valuable consideration and the sum of Ten Dollars (\$10.00) of lawful money of Canada, paid by each party to the other (the receipt and sufficiency of which is hereby acknowledged by each of the parties), the parties hereto hereby covenant and agree to and with each other and each of them as follows:

1. The Corporation hereby agrees to take an assignment and be bound by all of the covenants, agreements and ongoing obligations of an owner pursuant to the Assigned Agreements in the same manner as if the Corporation were an original signatory thereto.
2. The Corporation further agrees to indemnify and save harmless the Declarant (its directors, officers and shareholders) from any and all claims, causes of action, damages and costs whatsoever, including legal costs (on a substantial indemnity basis) arising from or in respect to any breach, default or omission by this Corporation of the obligations of an owner as set forth in the Assigned Agreements, and of its obligations to the Declarant under this Agreement.
3. The Corporation covenants and agrees to provide to the Declarant and/or to the Benefiting Parties, forthwith upon request of any of them, any and all further written assurances regarding the obligations by this Corporation relating to the Assigned Agreements, at no cost to the Declarant and/or to the Benefiting Parties.

DATED as of the • day of •.

**PEEL STANDARD CONDOMINIUM
CORPORATION NO. •**

Per: _____
Name: •
Title: •

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

TACC HOLBORN (BLOCK 139) INC.

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

Condominium Act, 1998

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

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

1. The copy of By-law No. 5 attached as Schedule “A” is a true copy of the By-law.
2. The By-law was made in accordance with the *Condominium Act, 1998*.
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

DATED this • day of •, 20•.

**PEEL STANDARD CONDOMINIUM
CORPORATION NO. •**

Per: _____
Name: •
Title: •

Per: _____
Name: •
Title: •

We have the authority to bind the Corporation.

SCHEDULE "A"
PEEL STANDARD CONDOMINIUM CORPORATION NO. •
BY-LAW NO. 5

BE IT ENACTED as a by-law of Peel Standard Condominium Corporation No. • (hereinafter referred to as the “**Corporation**”) as follows:

Residential Units

For the purpose of determining what constitutes an “improvement” to the Residential Units of the Corporation for the purposes of the *Condominium Act, 1998*, including responsibility for repairing improvements after damage and insuring them, “*Standard Unit*” shall consist of the following items, of the type and quality installed by the builder, subject to the exclusions noted herein:

- closet doors and interior doors;
- bathroom exhaust fan;
- HVAC units, including without limitation, distribution systems and thermostat;
- smoke alarm detector(s) and carbon monoxide detector(s);
- builder-installed outlets, panels, electrical wiring, light switches, receptacles and light fixtures;
- pre-wiring for internet, telephone, and cable outlets; and
- upper side of concrete slab floor, under side of concrete slab ceiling and unfinished drywalled interior walls.

Anything not expressly contained within the above definition of the “*standard unit*” for the Residential Units shall be deemed to be an improvement made to the unit and therefore not form part of the standard Residential Unit. For greater certainty, and without limiting anything herein, the following are expressly EXCLUDED from the definition of a “*standard unit*” for the Residential Units:

- appliances, whether affixed to the unit or otherwise, including without limitation, washers, dryers, dishwashers, ranges, range hoods, microwaves, freezers and refrigerators;
- all cabinetry, islands, vanities, tubs, showers, shower enclosures and sinks;
- all countertops, vanity tops and island tops;
- all floor coverings, including without limitation, carpet, tiles, hardwood, laminated flooring, engineered hardwood and linoleum;
- all faucets and taps;
- all light bulbs of any type, including without limitation, incandescent, halogen, LED or fluorescent; and/or
- all coverings, finishes and items placed on or attached to a vertical surface, including without limitation tiles, paint, wallpaper, towel bars, toilet paper dispensers and soap holders

Other Units

The standard unit for each other type of Units in the Condominium shall be deemed to consist of: NIL

DATED at Brampton, as of the • day of •.

**PEEL STANDARD CONDOMINIUM
CORPORATION NO. •**

Per: _____
Name: •
Title: •

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

RULES

CITYPOINTE HEIGHTS

PEEL STANDARD CONDOMINIUM CORPORATION NO. _____

1. GENERAL
2. QUIET ENJOYMENT
3. SECURITY
4. SAFETY
5. COMMON ELEMENTS
6. RESIDENTIAL UNITS
7. GARBAGE DISPOSAL
8. TENANCY OCCUPATION
9. PETS
10. BICYCLES
11. PARKING
12. ELEVATORS AND MOVING
13. OWNER'S CONTRACTORS, TRADE OR SERVICE PERSONNEL
14. FITNESS CENTRE
15. PARTY ROOM(S)

N.B. Purchasers are advised that the Rules are subject to revisions to reflect amenities which may be created within the Condominium.

RULES

The following Rules of Peel Standard Condominium Corporation No. ____ (the "Corporation") made pursuant to the *Condominium Act, 1998, S.O. 1998, C.19* (the "Act") shall be observed by all owners (collectively, the "Owners") and any other person(s) occupying the Unit with the Owner's approval, including, without limitation, members of the Owner's family, his tenants, guests, invitees servants, agents and contractors.

Any losses, costs or damages incurred by the Corporation by reason of a breach of any Rules in force from time to time by any Owner, or his family, guests, servants, agents or occupants of his Unit, shall be borne and/or paid for by such Owner and may be recovered by the Corporation against such Owner in the same manner as Common Expenses.

1. GENERAL

- (a) Use of the common elements and units shall be subject to the Rules which the Board may make to promote the safety, security or welfare of the Owners and of the property or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and of other units.
- (b) Rules as deemed necessary and altered from time to time by the Corporation shall be binding on all unit Owners and occupants, their families, guests, visitors, servants or agents.
- (c) No animal, which is deemed by the Board or the property manager, in their absolute discretion, to be a danger or a nuisance shall be kept by any Owner in any Unit nor shall be permitted to be on or about the Common Elements. An Owner shall, within two (2) weeks of receipt of a written notice from the Board requesting the removal of such animal, permanently remove such animal from the Property. Notwithstanding the generality of the foregoing, no attack dogs, reptiles or snakes shall be allowed in any Unit. No breeding of animals for sale shall be carried on, in or around any Residential Unit.

2. QUIET ENJOYMENT

- (a) Owners and their families, guests, visitors, servants and agents shall not create nor permit the creation or continuation of any noise or nuisance which, in the opinion of the Board or the Manager, may or does disturb the comfort or quiet enjoyment of the Units or Common Elements by other Owners or their respective families, guests, visitors, servants and persons having business with them.
- (b) No noise or odours shall be permitted to be transmitted from one Residential Unit to another. If the Board determines that any noise or odours is being transmitted to another Residential Unit and that such noise or odours is an annoyance or a nuisance or disruptive, then the Owner of such Unit shall at his expense take such steps as shall be necessary to abate such noise or odours to the satisfaction of the Board. If the Owner of such Unit fails to abate the noise or odours, the Board shall take such steps as it deems necessary to abate the noise or odours and the Owner shall be liable to the Corporation for all expenses hereby incurred in abating the noise or odours (including reasonable solicitor's fees).
- (c) No auction sales, private showing or public events shall be allowed in the any unit or the common elements.
- (d) Firecrackers or other fireworks are not permitted in any unit or on the common elements.
- (e) Any repairs to the units or common elements shall be made only during reasonable hours, save and except in the case of an emergency where the terms of the Declaration shall govern.

3. SECURITY

- (a) Residents are to immediately report any suspicious person(s) seen on the property to the manager or its staff.
- (b) No duplication of keys shall be permitted except with the authorization of the Board, and the names of persons authorized to have keys shall be furnished to the Board at all times.
- (c) Under no circumstances shall building access or common element keys or other electronic devices be made available to anyone other than an Owner or occupant
- (d) No visitor may use or have access to the common elements and facilities unless accompanied by an owner or occupant.

- (e) Building access doors shall not be left unlocked or wedged open for any reason.
- (f) Service elevator availability shall be allocated by the manager in accordance with the elevators and moving rules. Loading facilities shall only be used with prior permission and as scheduled by the manager.
- (g) No owner or occupant shall place or cause to be placed on the access doors to any unit, additional or alternate locks, without the prior written approval of the Board. All door locks and keys must be compatible with the lock systems on the property and a copy of each new key must be delivered to the manager.
- (h) Owners shall supply to the Board the names of all residents and tenants of all Residential Units and the license number of all motor vehicles that are parked in parking units.

4. **SAFETY**

- (a) No storage of any hazardous, combustible or offensive goods, provisions or materials shall be kept in any of the Units or Common Elements.
- (b) Owners and occupants shall not overload existing electrical circuits.
- (c) Water shall not be left running unless in actual use.
- (d) Nothing shall be thrown out of the windows or the doors of the units.
- (e) No barbecues may be used indoors. Electrical barbecues are permitted on exclusive use common element balconies, terraces, and patios, provided that in the event that such uses becomes a nuisance, as determined by the Board, acting reasonably, the Board may take such steps as it deems appropriate, which may include limiting the use of electric barbecues. Propane, gas, and/or coal barbecues are not permitted to be used on any exclusive-use common elements of the Corporation.
- (f) No owner or occupant shall do, or permit anything to be done in his unit or bring or keep anything therein which will in any way increase the risk of fire or the rate of fire insurance on any buildings, or on property kept therein, or obstruct or interfere with the rights of other owners, or in any way injure or annoy them, or conflict with the laws relating to fire or with the regulations of the Fire Department or with any insurance policy carried by the Corporation or any owner or conflict with any of the rules and ordinances of the Board of Health or with any statute or municipal by-law.
- (g) Smoking is prohibited in all common areas except as may be designated as a smoking area by the Board.

5. **COMMON ELEMENTS**

- (a) No one shall harm, mutilate, destroy, alter or litter the common elements or any of the landscaping work on the property, if any.
- (b) No sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside or outside of the buildings or common elements, whatsoever.
- (c) No awning, foil paper or shades shall be erected over, on or outside of the windows without the prior written consent of the Board.
- (d) No equipment shall be removed from the common elements by, or on behalf of, any owner or occupant of a unit.
- (e) No outside painting shall be done to the exterior of the units, railings, doors, windows, or any other part of the common elements.
- (f) The passageways and walkways which are part of the common elements shall not be obstructed by any of the owners or occupants or used by them for any purpose other than for ingress and egress to and from a unit or some other part of the common elements.
- (g) Any physical damage to the common elements caused by an owner or occupant his family, guests, visitors, servants, or agents shall be repaired by arrangement and under the direction of the Board at the cost and expense of such owner or occupant.
- (h) No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window, door or any part of the common elements over which the Owner has exclusive use.

- (i) No building or structure or tent shall be erected, placed, located, kept or maintained on the common elements and no trailer, either with or without living, sleeping or eating accommodations shall be placed, located, kept or maintained on the common elements.
- (j) Each pet owner must ensure that any defecation by such pet must be cleaned up immediately by the pet owner, so that the Common Elements are neat and clean at all times, including, without limitation the dog run located on the roof-top Common Elements of the Corporation. Should a pet owner fail to clean up after his pet as aforesaid, the pet shall be deemed to be a nuisance, and the owner of said pet shall, within two (2) weeks of receipt of written notice from the Board or the Manager requesting removal of such pet, permanently remove such pet from the property.
- (k) No roller blades or shopping carts shall be permitted on or about the common elements.

6. **RESIDENTIAL UNITS**

- (a) The toilets, sinks, showers, bath tubs and other parts of the plumbing system shall be used only for purposes for which they were constructed and no sweepings, garbage, rubbish, rags, ashes, or other substances shall be thrown therein. The cost of repairing damage to the common elements and other units resulting from misuse or from unusual or unreasonable use shall be borne by the owner who, or whose, tenant, family, guest, visitor, servant or agent shall cause it.
- (b) No owner or occupant shall make any major plumbing, electrical, mechanical, structural or television cable alteration in or to his unit without the prior consent of the Board.
- (c) No garborators shall be installed in any Residential Unit without the prior written consent of the Board, which consent may be arbitrarily withheld.
- (d) No Owner shall overload existing electrical circuits in his Unit and shall not alter in any way the amperage of the existing circuit breakers in his Unit.
- (e) Units shall be used only for such purposes as provided for in the Corporation's Declaration and as hereinafter provided. No immoral, improper, offensive or unlawful use shall be made of any unit. All municipal and other zoning ordinances, laws, rules and regulation of all government regulatory agencies shall be strictly observed.
- (f) No Owner shall permit an infestation of pests, insects, vermin or rodents to exist at any time in his Unit or adjacent Common Elements. Each Owner shall immediately report to the Manager all incidents of pests, insects, vermin or rodents and all Owners shall fully co-operate with the Manager to provide access to each Unit for the purpose of conducting a spraying program to eliminate any incident of pests, insects, vermin or rodents within the buildings.

7. **GARBAGE DISPOSAL**

- (a) All garbage must first be properly bound, packaged or bagged to prevent mess, odours and disintegration in the disposal rooms.
- (b) Recyclables shall be securely bound and deposited in the designated recycling area.
- (c) Cartons and large objects shall be stored in such area designated by the Board. The manager or such designated person must be called to arrange for the immediate disposal of such items. Such items shall not be left outside the unit or on any exclusive use common elements.
- (d) No garbage other than those items listed in paragraphs (b) and (c) above is to be left on the floor of the disposal rooms.
- (e) No garbage, recyclables or other items for disposal shall be left outside a unit or on any exclusive use common elements.

8. **TENANCY OCCUPATION**

- (a) No residential unit shall be occupied under a lease unless, prior to the tenant being permitted to occupy the unit, the owner shall have delivered to the Corporation a completed Tenant Information Form in accordance with Schedule 1 attached hereto, a duly executed Tenant's Undertaking and Acknowledgment in accordance with Schedule 2 attached hereto and an executed copy of the Application/Offer to Lease and the Lease itself.
- (b) In the event that the owner fails to provide the foregoing documentation in compliance with paragraph (a) above prior to the commencement date of the tenancy, and in compliance with Section 83 of the Act any person or persons intending to reside in the

owner's unit shall be deemed a trespasser by the Corporation until and unless such person or persons and the owner comply with the within rules and with the Act.

- (c) Within seven (7) days of ceasing to rent his unit (or within seven (7) days of being advised that his tenant has vacated or abandoned the unit, as the case may be), the owner shall notify the Corporation in writing that the unit is no longer rented.
- (d) The foregoing documentation shall be supplied promptly and without charge to and upon request for same by the Corporation.
- (e) No owner shall allow his tenant to sublet his unit to another tenant.
- (f) All owners shall be responsible for any damage or additional maintenance to the common elements caused by their tenants and will be assessed and charged therefor.
- (g) During the period of occupancy by the tenant, the owner shall have no right of use of any part of the common elements.
- (h) The owner shall supply to the Board, his current address and telephone number during the period of occupancy by the tenant.

9. PETS

- (a) All pets must not disturb other residents.
- (b) All dogs must remain leashed at all times in common areas, save and except that the Board may, by written resolution of the Board, permit off-leash times for the designated dog-run area located on the roof-top of the buildings.
- (c) Owners of pets are responsible to collect all excrements of their pets when outside and this includes on sidewalks pertaining to the City.
- (d) Should your pet leave any excrement within any common area of the buildings, you must immediately remove the excrement and dispose of same.
- (e) It is strictly forbidden to allow one's dog to run loosely within the buildings. This includes corridors, main entrance and garage.
- (f) It is strictly forbidden to allow one's dog to urinate on sidewalks, streets or walls surrounding the buildings.

10. BICYCLES

- (a) Bicycle parking is permitted only in the designated areas located on the common elements of the Corporation.
- (b) All bicycles being parked or stored must be registered with the Property Manager or the authorized agent of the Corporation and upon registration and the payment of an administrative fee to be set by the Board (not exceeding \$100.00 annually), to cover the expenses of the Corporation, a bicycle identification tag will be issued and a bicycle parking space will be allotted.
- (c) The bicycle identification tag is the property of the Corporation and must be returned if no longer required or when the holder ceases to be an Owner and/or a Resident of the Corporation.
- (d) A bicycle identification tag is valid for one year from the date of issue. Thereafter, it may be renewed annually.
- (e) No bicycles may be stored or parked in a parking space or on any part of the common elements not designated for bicycle storage, including balconies/patios/terraces or other exclusive use areas, unless a bicycle rack has been installed in an Owner's parking unit with the written consent of the Corporation.
- (f) Any bicycles chained to posts, fences or rails located throughout the common elements or unauthorized bicycles using the designated area for bicycle parking/storage will be forcibly removed and impounded at the Owner's expense.
- (g) Owners and/or Residents authorized to use the bicycle storage areas designated by the Corporation shall provide their own locks.
- (h) No bicycle is to be ridden up or down garage ramps or within the parking garage. Safety practices must be observed at all times.

- (i) No bicycles are permitted to be taken through the lobby, corridors or elevators or any other part of the common elements, except designated routes.

11. **PARKING**

For the purpose of these Rules, "motor vehicle" means a passenger automobile, station wagon, compact van, or motorcycle as customarily understood. No motor vehicle parked upon any Parking Unit or common elements shall exceed a height of 1.70 meters.

- (a) No vehicles, equipment or machinery, other than motor vehicles shall be parked or left on any part of the Common Elements and without limiting the generality of the foregoing, no parking areas shall be used for storage purposes.
- (b) Parking is prohibited in the following areas:
 - (i) fire zones;
 - (ii) traffic lanes;
 - (iii) delivery and garbage areas; and
 - (iv) roadways.
- (c) No servicing or repairs shall be made to any motor vehicle, trailer, boat snowmobile, or equipment of any kind on the Common Elements without the express written consent of the Manager or the Board. No motor vehicle shall be driven on any part of the Common Elements other than on a driveway or parking space.
- (d) No motor vehicle, trailer, boat, snowmobile, mechanical toboggan, machinery or equipment of any kind shall be parked on any part of the Common Elements, nor in any Unit other than in a designated parking space but which provision shall not apply for the purposes of loading and unloading furniture, or other household effects of the Owners provided that the length of time where such parking is limited shall be no longer than is reasonably necessary to perform the service.
- (e) All motor vehicles operated by Owners must be registered with the Manager. Each Owner shall provide to the Manager the licence numbers of all motor vehicles driven by residents of that Unit.
- (f) No motor vehicle shall be driven on any part of the Common Elements at a speed in excess of posted speed.
- (g) No person shall place, leave, park or permit to be placed, left or parked upon the Common Elements any motor vehicle which, in the opinion of the Manager or as directed by the Board, may pose a security or safety risk, either caused by its length of unattended stay, its physical condition or appearance or its potential damage to the property. Upon seventy-two (72) hours' written notice from the Manager, the Owner of the motor vehicle shall be required to either remove or attend to the motor vehicle as required and directed by the Manager, in default of which the motor vehicle shall be removed from the property at the expense of the Owner. If a motor vehicle is left standing in a parking space or upon the Common Elements and is unlicensed or unregistered with the Manager, the vehicle may be towed without notice to the owner and at the Owner's expense.
- (h) Motorcycles shall be licensed and equipped with the most recent noise control devices and operated on the roadways and in a manner so as not to disturb the other Owners. Mopeds and bicycles shall be operated only on the road and in such manner as not to obstruct traffic. No mopeds and bicycles are permitted to be operated on sidewalks.
- (i) No unlicensed motor vehicle including mopeds and go-carts shall be driven within the property complex and no person shall operate a motorized vehicle within the complex without proper operating licence.
- (j) No person shall park or use a motor vehicle in contravention of these Rules otherwise such person shall be liable to be fined or to have his motor vehicle towed from the property in which event neither the Corporation nor its agents shall be liable whatsoever for any damage, costs or expenses whosoever caused to such motor vehicle or to the Owner thereof.
- (k) No motor vehicle having a propane or natural gas propulsion system shall be parked in a parking unit or the common elements.
- (l) No parking units shall be used for any purpose other than to park a motor vehicle that is a private passenger automobile, station wagon, compact van or motor cycle.

- (m) The use of the designated electric vehicle charging station(s) located on the common elements of the Corporation shall be in accordance with the posted regulations and terms of use determined by the Board from time to time. Failure to comply with such terms and regulations may result in the Board taking reasonable enforcement steps against the Owner and/or resident, as the case may be, which may include, without limitation, suspension of the owner's or resident's right to use the electric vehicle charging station(s) in the future.

12. **ELEVATORS AND MOVING**

- (a) Furniture and equipment shall be moved into or out of the buildings only by the elevator designated for such purpose (the "**service elevator**") by the Board. The service elevator shall be used for the delivery of any goods, services or home furnishings where the pads to protect the elevators should be installed as determined by the manager or its staff in their sole discretion. The time and date for moving or delivery shall be fixed in advance by arrangement and reservation with the manager. The reservation shall be for a period not exceeding four (4) hours. An elevator reservation agreement in accordance with Schedule 3 attached hereto shall be signed when reserving the service elevator.
- (b) Except with prior written authorization of the Board, moving and deliveries shall be permitted only between the hours of 8:00 a.m. and 8:00 p.m. Monday to Saturday inclusive and shall not take place on public holidays.
- (c) A refundable security/damage deposit in such amounts as determined by the Board from time to time in cash, money order or certified cheque payable to the Corporation shall be deposited with the Corporation through the manager or its staff when making the reservation and signing the elevator reservation agreement.
- (d) It shall be the responsibility of the owner through the person reserving the service elevator to notify the manager or superintendent and to request an inspection of the service elevator and adjacent common elements immediately prior to using the elevator. Upon completion of moving into or out of the buildings or the delivery, the owner reserving the service elevator shall forthwith request an immediate re-inspection of the service elevator and affected common elements. Any damage noted during the re-inspection and not noted on the initial inspection shall be deemed to be the responsibility of the owner of the unit and the person reserving the service elevator. The cost of repairs, which shall include the cost of any extra cleaning, shall be assessed by the manager as soon as possible following the moving or damage and the parties responsible shall be advised.
- (e) The owner and the person reserving the service elevator shall be liable for the full cost of repairs to any damage to the service elevators and any part of the common elements caused by the moving of furniture or equipment into or out of the suite or the delivery of goods, services and home furnishings or equipment into or out of the suite. The Corporation through its manager shall have the right to withhold all or part of the security/damage deposit as it deems necessary as security for partial or complete payment for any damages sustained. The Corporation shall apply all or part of the security deposit towards the cost of repairs. If the cost of repairs should be less than the amount of the security deposit, the balance shall be returned to the owner or person reserving the service elevator. If the cost of repairs exceeds the amount of the security deposit and the owner or person reserving the service elevator still owns or resides in the buildings, the full cost of repairs less the amount of security deposit shall be assessed against the unit owned by or occupied by the person reserving the service elevator as a common element expense and still be collected as such.
- (f) During the term of the reservation and while any exterior doors are in an open condition, the owner or person reserving the service elevator shall take reasonable precautions to prevent unauthorized entry into the buildings.
- (g) Corridors and elevator lobbies shall not be obstructed prior to, during or after the term of the reservation.
- (h) Upon moving from suite, the owner or occupant vacating the premises shall surrender all common element keys and any garage access devices in his possession to the manager or its staff. The Corporation shall have the right to withhold any security deposit in its possession until same have been surrendered.
- (i) Purchasers or tenants acquiring a unit shall register with the manager or its staff prior to the move in date at which time arrangements will be made for delivery of the common element keys and any garage access devices.
- (j) Bicycles and carts shall not be taken on any elevator.

- (k) Smoking is prohibited in all elevators and all common elements unless otherwise specified.
- (l) Rules 12(a) to (e) inclusive relating to the reservation of the elevator and security deposit shall not apply during the initial move-in period prior to registration. Owners who have purchased their unit from the Declarant shall not be required to provide a security deposit pursuant to Rule 12(c) for their initial move-in only.

13. OWNER'S CONTRACTORS, TRADE OR SERVICE PERSONNEL

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

- (a) employed directly by the Condominium Corporation; or
- (b) employed by a unit owner in circumstances where the intended performance of work and/or services in or about a unit has first been approved, in writing, by the Corporation and where the work and/or services are supervised by an approved contractor or service personnel in accordance with the Corporation's written direction; and the owners of the unit has provided to the Corporation a deposit in a reasonable amount to cover the Corporation's initial costs of supervision (to be adjusted upon completion of the work); and where the unit owner has entered into a written undertaking to indemnify the Corporation with respect to any expenses, damages or costs whatsoever incurred by the Corporation arising from the carrying out of the work by the unit owner's contractor, trade or service personnel including any resulting damage to the common elements or to common building services which arises during or following completion of the work. Any such expenses, resulting damages and costs may be collected by the Corporation from the unit owner in the same manner as common expenses.

14. FITNESS CENTRE

The following rules shall apply to the use of the fitness room and the equipment located therein:

- (a) The use of the fitness centre is at the user's risk.
- (b) No equipment is to be taken out of the fitness centre for any reason.
- (c) Proper advice must be sought by the user of the equipment before using the various exercise components in the fitness centre.
- (d) No food, beverages or smoking allowed in the fitness centre.
- (e) Proper dress shall be worn. Tops must be worn at all times.
- (f) Sports shoes only must be worn; sandals, slippers, thongs, etc. are not acceptable. Bare feet or stockings or socks are not permitted.
- (g) No person under the age of 16 shall use the fitness centre unless accompanied and supervised at all times by an adult resident of a unit in the Corporation.

15. PARTY ROOM(S)

- (a) Any Owner wishing to use the party room(s) area shall complete in triplicate an application for rental of the rooms and leave same with the Management Office together with a non-refundable fee, plus a security deposit, plus a cheque to cover security by the hour, or an amount to be determined by the board of directors or its agent at the time of application. The deposit shall be returned if the party room is left in the same condition as it is found.
- (b) No resident shall permit more persons to be present in the party room(s) than is allowed by the fire marshall's office, as indicated in the rental application.
- (c) No resident shall permit noisy, rowdy, or raucous behaviour in or adjacent to the party room(s) nor any behaviour or noise which disturbs the comfort and quiet enjoyment of other residents, their families, guests, visitors, servants, and persons having business with them.
- (d) No resident shall permit any illegal act in or adjacent to the party room(s) upon the property of the condominium corporation.

- (e) Any resident using the party room(s) or private dining area shall comply with all provisions of the application form filed with the Management Office and all such provisions are and shall be incorporated into the Rules and Regulations of the Condominium Corporation.
- (f) Advance reservations for the use of the party room may be made by telephone. Reservations must be cancelled no later than 14 days prior to the date reserved. If cheque, deposit, and signed forms have not been received by the Management Office 14 days before the day of the party, the reservation will be automatically cancelled.
- (g) The party room may not be used for any purpose after 2:00 a.m.

SCHEDULE 1
Tenant Information Form
Peel Standard Condominium Corporation No. _____

Unit _____, Level _____

Municipal Address: _____

Landlord's Name: _____

Landlord's Permanent Address: _____

Telephone: _____

Term of Lease: _____ years

Commencement Date: _____

Attach a copy of the application/offer to lease and the lease itself.

Tenant's Full Name: _____

Social Insurance Number: _____

Driver's License Number: _____

Vehicle Plate Number: _____

Number of Occupants: Adults _____, Children _____, Total _____

Adults Full Names: _____

Children's Full Names: _____ Age _____

_____ Age _____

Tenant's Present Address: _____

Telephone: _____

Employer: _____

Business Address: _____

Business Telephone Number: _____

Name of Nearest Relative: _____

Nearest Relative's Address: _____

Telephone: _____

Number and Type of Pets: _____

DATED at this day of , 20__

Tenant's Signature

Tenant's Signature

SCHEDULE 2
Tenant's Undertaking and Acknowledgment

Peel Standard Condominium Corporation No. _____

I/WE, _____, the undersigned as tenant(s) of Unit __, Level __, (the "Unit"), according to Peel Standard Condominium Plan No. _____, do hereby agree and undertake on behalf of myself/ourselves and any resident or occupants of the said unit that I/WE shall comply with the provisions of the *Condominium Act, 1998, S.O. 1998 C.19* and the Regulations make thereunder, and all subsequent amendments thereto, and also the Declaration, By-Laws and Rules of the said Peel Standard Condominium Corporation No. _____ (the "Corporation").

I/We acknowledge that I am /we are subject to the provisions contained in the said Act, Declaration, By-Laws and Rules of the said Corporation.

I/WE further acknowledge receipt of the Declaration, By-Laws and Rules of the said Corporation.

I/WE intend to occupy the Unit with the persons named above as our principal residence for the stated term of the Lease accompanying this Information Form and for no other purpose and I/we further acknowledge and agree that only those persons named herein will be entitled to reside in the Unit, subject always to my/our right to have guests and visitors from time to time in accordance with the Rules.

I/WE further acknowledge that the Unit is restricted to a maximum of four persons.

I/WE further acknowledge and understand that in the event that I/we or any occupant residing in the Unit contravenes the provisions of the Declaration, By-Laws and Rules of the Corporation my/our tenancy may be terminated in accordance with the provisions of the Condominium Act.

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

Tenant's Signature

Tenant's Signature

SCHEDULE 3
ELEVATOR RESERVATION AGREEMENT

Reservation requested by _____
(Print first name and last name)

Suite _____

Bus Phone _____ Home Phone _____

Owner _____
(Print first and last name)

The reservation request is for the use of the service elevator for the purpose of a move out/move in/delivery.

Outgoing Resident _____

Incoming Resident _____

Delivery/Movers _____

The date and time of the reservation shall be:

_____ (Day) (Month) (Year)

from _____ to _____ (Maximum 4 hours)

I understand and agree to the following conditions:

1. I shall deposit with the Corporation upon signing this agreement, a refundable security deposit in the amount of \$_____ by cash, money order or certified cheque payable to _____. This amount will be refunded upon completion of the move and not having caused any damage to the common elements of the Corporation and upon surrender to the manager or its staff all common element keys and garage access devices in my possession.
2. I shall notify the manager or superintendent and request an inspection of the elevator immediately prior to using the elevator. Upon completion of the move or delivery, I shall forthwith request a reinspection of the elevator and affected common elements.
3. I shall be liable for the full cost of all repairs to any damage which may occur as a result of the use of the elevator by me or my agents. I shall accept the cost of repairs as assessed by the manager and acknowledge that all or part of the security deposit shall be withheld and applied towards the cost of repairs.
4. I shall only use the elevator during the term of the reservation.
5. I shall take reasonable precautions to prevent unauthorized entry into the buildings during the term of the reservation.
6. I shall not obstruct corridors and elevator lobbies prior to, during or after the term of the reservation.
7. I agree that special care will be taken with regard to the MIRRORS that are present in the elevators. I agree that the PROTECTIVE PADS must be in place prior, during and after and/or until the completion of the final inspection.

I hereby acknowledge that I have read this Agreement and I agree to abide by the Rules of the Corporation in force from time to time.

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

Applicant's Signature

Applicant's Signature

AREA INSPECTED	BEFORE	AFTER
Loading Dock Area	_____	_____
Moving Room and Doors	_____	_____
Ground Level Lobby and Doors	_____	_____
Elevator Doors/Frame	_____	_____
Elevator Cab/Pads	_____	_____
Corridor Floors\Walls	_____	_____
All Fixtures	_____	_____
Suite Door	_____	_____

MANAGEMENT AGREEMENT

PEEL STANDARD CONDOMINIUM CORPORATION XXXX

CITYPOINTE HEIGHTS



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MANAGEMENT AGREEMENT

BETWEEN:

PEEL STANDARD CONDOMINIUM CORPORATION XXXX

(hereinafter called the "Corporation")

OF THE FIRST PART

- and -

ICC PROPERTY MANAGEMENT LTD.

(hereinafter called the "Manager")

OF THE SECOND PART

WHEREAS the Corporation has been created pursuant to the Condominium Act, S.O. 1998, c.19, or any successor thereto and the Regulations made thereunder (the Act and Regulations are hereinafter referred to as "the Act");

AND WHEREAS the Corporation is desirous of having the Manager oversee the transition from the Corporation's current Condominium Manager and manage the property, assets of the Corporation (hereinafter called the "Property") and the Manager is desirous of doing so, in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE THIS INDENTURE WITNESSETH that, in consideration of the promises and the mutual covenants and agreements herein contained, the parties hereto do hereby covenant and agree each with the other as follows:

ARTICLE 1 DEFINITIONS

- 1.1 Unless a contrary intent is expressed in this Agreement, the terms used herein shall have ascribed to them the definitions contained in the Act and the regulations made thereunder. Any reference to the Declaration, the By-Laws, the Rules or the Reciprocal Agreement (if any) is a reference to the applicable document of the Corporation and any reference to any such document or to the Act shall be deemed to include, at any given time, reference to all amendments thereto and substitutions therefor up to that time. Headings are for convenience only and shall not affect the interpretation of this Agreement.

ARTICLE 2 TERM

- 2.1 The Corporation hereby appoints the Manager to be its sole and exclusive representative and Managing Agent (subject to the overall control of the Corporation and to the specific provisions hereof) to manage the Property for a period of one month prior to first occupancy (the "Commencement Date"), unless terminated in accordance with Article 4 thereof, and for the purpose thereof, to act in the name of the Corporation in the carrying out of the duties of the Manager as herein set out. Notwithstanding the expiry of the said term, this Agreement shall be deemed to have been extended from month to month and the Corporation shall compensate the Manager upon the same terms and conditions as herein contained and either party herein may terminate the monthly extension of this Agreement upon giving two month's notice in writing to the other party.

2.2 The term of this Agreement shall extend from the **first date of occupancy to one year after registration of the Corporation..**

ARTICLE 3 REMUNERATION

On the first day of each month during the currency of this Agreement, the Corporation agrees to pay to the Manager as compensation for its managerial services rendered under this Agreement \$xx,xxx.xx per month (\$xxx,xxx.xx annually), free and clear of all costs incurred by services provided by third parties in the operation of the premises. If this Agreement extends beyond the original term as described in section 2.2, the fees to be paid in each successive year of the agreement will be as agreed upon in writing by the parties

3.1 Notwithstanding any other provision of this Agreement to the contrary, in addition to the Management fees, the Corporation shall pay to the Manager an amount equal to any and all goods and services taxes, harmonized sales taxes, value added taxes or any other taxes imposed on the Manager with respect to Management fees or any other amounts payable, by the Corporation to the Manager under this Agreement, whether characterized as goods and services tax, sales tax, value added tax or otherwise (herein called "value taxes"), it being the intention of the parties that the Manager shall be fully compensated or reimbursed by the Corporation with respect to any and all value taxes payable by the Manager, save for income taxes.. The amount of value taxes payable by the Corporation shall be calculated by the Manager in accordance with the applicable legislation and shall be paid to the Manager at the same time as the amounts to which the value taxes apply are payable to the Manager under the terms of this Management Agreement or upon demand at such other time or times as the Manager may determine from time to time. Notwithstanding any other provision in this Management Agreement to the contrary, the Manager will have all the same remedies for the rights and recovery of the amount as it has for the recovery of the Management fees under the Management Agreement. The Corporation shall also compensate the Manager for those expenses identified in paragraph 8.1.(n) as "Additional Costs"

ARTICLE 4 TERMINATION

4.1 Either the Corporation or the Manager may terminate this Agreement, without cause, with effect as at the last day of a calendar month upon giving to the other party written notice specifying the termination date. Such notice shall be given to such other party prior to the commencement of the period of two (2) full calendar months ending on the date of termination. The Corporation shall be permitted to make payment in lieu of all or part of the notice period.

4.2 Upon expiration of the notice period set out in Section 4.1, the Manager shall surrender to the Corporation the corporate seal, all contracts, and records of the corporation as defined by the Act and the by-laws of the Corporation, files and other documents or information which may be pertinent to the continuing operation of the Property, and such transfer of records shall be in accordance with the Condominium Management Services Act, 2015 (the "CMSA") and all regulations made thereunder, and the Corporation shall pay to the Manager any monies due to it as of the date of termination. For a period of twelve (12) months after the termination and for the purpose of settling any dispute or defending any claim, the Corporation shall provide to the Manager at all reasonable times and upon reasonable notice access to all non-privileged, non-confidential, and relevant contracts, records, files and other documents or information pertaining to the Corporation and relating to such dispute or claim.

4.3 In addition to the rights of the parties described herein, this Agreement shall terminate immediately upon the happening of any of the following events:

- (a) the insolvency or bankruptcy of the Manager, or upon the Manager taking steps to wind up its business voluntarily or otherwise (including but without limiting the generality of the foregoing, if the Manager has a petition for a receiving order filed against it; if the Manager makes a proposal in bankruptcy; if the Manager

makes an assignment of its property for the benefit of its creditors generally; or if a receiver or a trustee is appointed to manage or investigate the affairs of the Manager); or

- (b) the termination of the government of the Property by the Act; or
- (c) The Manager or any of the Manager's employees is insubordinate, reckless, negligent or commits fraud or wilful misconduct or any illegal or dishonest act in performing its duties hereunder.

4.4 Upon termination of this Agreement:

- (a) the Manager shall as soon as possible thereafter and within fifteen (15) days after the date of effective termination pay over any balance in the Corporation's trust account managed by the Manager remaining to the credit of the Corporation (less any amounts necessary to satisfy commitments properly made by the Manager to others prior to the date of termination), all post-dated cheques, and shall as soon as possible thereafter render a final accounting to the Corporation;
- (b) the Manager shall forthwith surrender to the Corporation or to the Corporation's representative designated in writing all the keys to the Property or any part thereof held by the Manager or any of its employees and all the books and records as defined in the Act and the by-laws of the Corporation kept by the Manager in relation to the management of the Corporation, which are the property of the Corporation, or that are in the possession of any employees of the Manager, including without limitation, post-dated common expense assessment cheques, contracts, files, plans, drawings, specifications, architectural or engineering documents, manuals, maintenance and repair logbooks and correspondence, provided, however, that the Manager's own files relating to the Corporation shall be excluded;
- (c) all accounting books and records kept by the Manager in relation to the Management of the Corporation which are the property of the Corporation, or that are in the possession of any employees of the Manager, will be surrendered within one calendar month after the termination date, or after an audited statement, if required by either party, is presented;
- (d) the Manager shall deliver the records of the Corporation as instructed by the Corporation notwithstanding that the Manager has not received monies that the Manager believes are due and owing;
- (e) the Corporation shall assume the obligations under any and all contracts which the Manager has properly made as directed by the Corporation for the purpose of arranging the services to be provided pursuant to this Agreement;
- (f) any liability incurred under this Agreement by either party to the other up to and including the date of termination of this Agreement or which arises from a claim made after the termination with respect to any occurrence prior to the termination, as well as all obligations of each party hereto to the other under this Clause, shall survive the termination of this Agreement.
- (g) The Manager shall cooperate in a professional manner for a smooth transition of management services to the new manager under this agreement.

**ARTICLE 5
GENERAL MANAGEMENT PROVISIONS**

5.1 The Manager hereby accepts the appointment and agrees to manage the Property on behalf of the Corporation in a faithful, expedient, diligent and honest manner.

- 5.2 The Manager acknowledges that it is familiar with the terms of the Act, the Declaration, the By-laws and the Rules of the Corporation, as well as any agreements to which the Corporation is a party. The Manager also acknowledges that the Manager is familiar with and shall comply with the CMSA and PCOA and all Regulations made thereunder. The Manager fully accepts that its function is to assist the Board of Directors in the operation and administration of the Corporation and of the Property and accepts the relationship of trust and confidence established between itself, the Board of Directors, and the Owners by virtue of entering into this agreement. The Agreement Documents consist of this Agreement, the Management Services Quotation, the Declaration, the By-laws, the Rules, and any agreements to which the Corporation is a party and the resolutions of the Board of Directors passed after the effective date of this agreement, that affect, directly or indirectly, any obligation, authorization or right imposed or conferred on the Manager by the Agreement. Where there is a conflict between this Agreement and the Quotation, the provisions of this Agreement prevail. Changes to any Agreement Documents (including any new resolution of the Board of Directors which constitutes an Agreement Document) made or passed subsequent to the date thereof require the concurrence of the Manager insofar as these changes alter its obligations, authorizations or rights under this Agreement.
- 5.3 With respect to commitments binding upon the Corporation, the Manager is an independent contractor, except as that relationship may be changed to that of an agent pursuant to a valid resolution of the Board of Directors or under the express terms and conditions of this Agreement, but not until the Manager has received evidence in writing of any change in its legal relationship. All contracts of the Corporation shall be executed by an authorized signing of Officer (or Officers) of the Corporation as required by the by-laws unless there is an emergency or unless the Manager is specifically directed by a resolution of the Board of Directors to execute contracts on behalf of the Corporation. Without permission of the Board of Directors, the Manager shall not enter into any contract longer than one year in duration.
- 5.4 The Manager agrees to furnish efficient business administration and supervision and to perform its responsibilities, both administrative, financial and advisory, in the best manner, consistent with effective management techniques and in the most expeditious and economical manner consistent with the best interests of the Corporation. The Manager shall conduct its duties consistent with the requirements of the Act, the Agreement Documents and with Federal, Provincial and Municipal laws and regulations as they pertain to the operation of the Corporation and of the Property.
- 5.5 The Manager confirms that there is an after hours emergency service that will handle any and all calls from residents 24 hours per day / 7 days per week. All residents will be informed of the appropriate emergency contact numbers, email addresses and of any changes thereof.
- 5.7 Privacy
- (a) In performing the services under this Agreement, the Manager may be exposed to and may be required to use certain Confidential Information of the Corporation and Owners. The Manager agrees to comply with the *Personal Information Protection and Electronic Documents Act*. The Manager shall not use, directly or indirectly, such Confidential Information for the benefit of any other party other than the Corporation, or disclose, permit access to, transfer, copy or reproduce, directly or indirectly, except as may be reasonably necessary for the Manager to fulfill its obligations required by this Agreement, such Confidential Information without the prior written authorization of the Corporation or its authorized representative, either during or after the term of this Agreement.
- (b) For the purposes of this Agreement, "Confidential Information," includes, without limitation:
- (i) any information provided by the Corporation to the Manager in connection with the negotiation or performance of this Agreement, including, without limitation, all matters relating to unit owners or employees, agents and representatives of the Corporation

(ii) all "Personal Information" as that term is defined in the Personal Information Protection and Electronic Documents Act (Canada) and the regulations thereunder, as amended; and

(iii) any of the terms and conditions of this Agreement and any information in any form which the Manager acquires or becomes acquainted with, whether developed by the Manager or by any third party in connection with the Agreement.

(c) Notwithstanding the foregoing, Confidential Information does not include information which is in the public domain at the time of its disclosure or which thereafter enters the public domain otherwise than by any breach of this Agreement; and

(d) Upon the request of the Corporation, or upon the termination or expiration of this Agreement, the Manager shall return forthwith to the Corporation all Confidential Information without retaining any copies thereof.

- 5.8 The Manager covenants and agrees to comply with the provisions of the *Accessibility for Ontarians with Disabilities Act* ("AODA") and, without limitation, shall ensure that all its employees and contractors it retains have received training with respect to the AODA.
- 5.9 The Manager covenants and agrees to comply with the provisions of the *Occupational Health and Safety Act* ("OHSA") and, without limitation, shall use best efforts to ensure the safety of the Property as a workplace for those who attend the Property to provide services.
- 5.10 The Manager shall pay the Condominium Authority of Ontario ("CAO") assessment fee, on behalf of and at the expense of the Corporation, in accordance with the provisions of the Act.
- 5.11 The Manager shall file with the Registrar all Returns and Notices of Change on behalf of the Corporation in accordance with the Act. Should the Manager fail to file any Returns or Notices of Change by their due date, and such late filing results in a financial penalty or fee to the Corporation, the Manager shall be directly liable for such penalty or fee.
- 5.12 The Manager shall prepare and deliver Periodic Information Certificates, Information Certificate Updates and New Owner Information Certificates, as required in accordance with the Act, at the expense of the Corporation.
- 5.13 The Manager shall deliver to the Owners and to such other persons as are entitled to notice pursuant to the Act, Declaration or By-Laws, such notices, including the preparation and delivery of preliminary notices of meeting, and other information as is required in connection with the holding of owner's meetings, at the expense of the Corporation.

ARTICLE 6 ENFORCEMENT

- 6.1 The Manager shall take appropriate action within its powers (short of legal proceedings) to enforce the Act, the Declaration, the By-laws and the Rules in accordance with standing instructions obtained by the Manager from the Board or, if these instructions are inadequate in any particular situation, in accordance with directions sought by the Manager from the president or, in the latter's absence, the Vice President; and, when directed to do so by the Board, initiate at the expense of the Corporation, proceedings through the Corporation's solicitor.

(a) Advise on Documents

The Manager shall advise and consult with the Board with respect to any possible amendments to the Corporation's Declaration or By-laws, or further By-laws or rules, which in the opinion of the Manager ought to be established to further the harmonious and satisfactory operation of the Property for the common benefit of the Owners.

(b) Communicate Amendments

The Manager shall forthwith communicate to all owners the text and import of any amendments to the declaration or by-laws or further by-laws or rules and any other information which the Board may request that the Manager give

to the Owners, provided that any additional expenses incurred by the Manager in the performance of this duty shall be a further charge against the Corporation.

(c) Communication with Third Parties

The Manager shall receive communications from Owners, residents, all Corporation service providers, mortgagees, Government agencies and other interested parties to the Corporation (which communications, when action is required by the Manager or the Board, shall be requested to be in writing except in case of emergency); to the extent that the subject matter of any communication is within the scope of the responsibilities and duties of the Manager under this Agreement, deal with and dispose, or co-ordinate the disposition, of the matter as efficiently as possible, provided, however, that any matter involving a policy decision or an interpretation of the Act, Declaration, the By-laws or the Rules shall be referred to the Board; and, refer to the Board any communications other than those which the Manager is required to receive and resolve.

(d) Emergencies

The Manager shall deal in the first instance with emergencies; it is understood and agreed by the parties hereto that the Manager shall, in its discretion reasonably exercised, determine whether any emergency exists and, if so, whether the emergency is of a minor or major nature.

(e) Director's Training

The Manager shall take reasonable steps to ensure that all persons elected or appointed to the Board after November 1, 2017 complete the mandatory director training within six (6) months of being elected or appointed onto the Board and provide the Corporation with evidence of completion within fifteen (15) days of receiving same.

ARTICLE 7 FINANCIAL MANAGEMENT

7.1 The Manager shall provide to the Corporation all appropriate financial management services and, without limiting the generality of the foregoing, agrees:

- (a) To collect and receive all monies payable by the owners or others to the Corporation in trust for the Corporation, and deposit same in separate trust accounts with a Chartered Bank or Trust Company, in the name of the Corporation, with at least one for operating expenses and one for reserve funds. The amount deposited to the reserve fund shall be the amount allocated in the budget of the Corporation or in any reserve fund study. Reserve fund monies will only be used in accordance with Section 93 of the Act;
- (b) To make timely payment of all accounts properly incurred by or on behalf of the Corporation. This includes drawing necessary cheques for payment of all expenses incurred by the Corporation and submitting them to the Board with correct accompanying documentation for approval and signature at least one week in advance of the due date, where feasible. Should the Manager fail to pay any properly incurred accounts by their due date through no fault of the Corporation and such late payments result in a financial penalty or interest charge to the Corporation, the Manager shall be directly liable to the Corporation for such penalty or interest charge. Any liability incurred under this provision shall survive the termination of the Agreement);
- (c) In connection with all contracts to perform work or services, execute and file necessary documents and do and perform all acts required under the laws of any Federal, Provincial, Municipal or other Government

body or authority, provided, however, that Corporation Tax Returns are to be filed by the Corporation's Auditor;

- (d) To actively pursue the collection of unpaid common expense assessments from the Owners with a view to reducing these receivables to the minimum monthly balance and without incurring additional cost, save in those instances where legal action, including the registration of certificate of lien pursuant to Section 85 of the Act and/or issue notices to tenants if any to pay rent to the Corporation is required. It is understood that the Manager shall instruct the Corporation's solicitor to prepare and register a certificate of lien in the appropriate Land Registry Office within the time prescribed by the Act after the date on which the Owner first defaults;
- (e) Until the Corporation shall change the same, the monthly assessments payable by the Owners shall be in accordance with the contributions to common expenses set forth in the Declaration and budget;
- (f) In the event that the Manager fails to instruct the Corporation's solicitor to serve a notice of intention to lien and register a certificate of lien covering the arrears of common expenses, interest charges and legal costs within the time specified under the Act resulting in any loss or any additional cost to the Corporation, the Manager shall be directly liable for same to the Corporation and shall reimburse the Corporation for same. This provision shall survive the termination of this Agreement;
- (g) The Corporation's solicitor shall not be instructed by the Manager to commence Power of Sale or Foreclosure proceedings without obtaining the approval of the Board of Directors;
- (h) Upon receipt of a written request from any person, and receipt of the fee prescribed by regulation under the Act, prepare under the seal of the Corporation, a certificate with respect to the unit in the form and with the contents prescribed by the regulations (a "Status Certificate") and to issue the Status Certificate within the time limit (10 days) prescribed by the Act;
 - (i) The Manager shall not be responsible for inspecting the common elements appurtenant to any unit or inspecting any unit to determine whether or not the Corporation has any claim for damages against an Owner as contemplated by the Act or whether any violation exists prior to issuing the Status Certificate;
 - (ii) The Manager shall be responsible for the accuracy and completeness of all information included in a Status Certificate and related documentation, provided, however, that the Manager shall not be held liable for any error or omission in a Status Certificate if the same results from the failure of the Board to communicate to the Manager pertinent information that it has, either with respect to the specific unit or with respect to the Corporation in general, which should be taken into account in the preparation of the Status Certificate. The Manager shall indemnify and save the Corporation and its directors, officers, unit owners, residents, employees, agents, servants, administrators, professional advisors, successors and assigns harmless from any damages, demands, claims, costs, losses, actions, suits or obligations whatsoever arising out of any error or omission in the information contained in a Status Certificate of which the Manager had or ought to have had knowledge; this provision shall survive the termination of this Agreement;
 - (iii) The Manager shall be entitled to the fee prescribed by the Act for the preparation and issuance of Status Certificate and related documentation;
- (i) To prepare all accounting and financial reporting which is required under the terms of this Agreement to be provided by the Manager to the Corporation in accordance with the reasonable requests of the Board and/or

of the Corporation's auditors (if applicable) as to format and furnish the same within the reasonable time frame prescribed by the Board or (if applicable) the Corporation's auditors;

(j) To be fully accountable to supervise and direct Corporation to ensure that they:

- (i) file with the Corporation's bank or trust company the appropriate banking documentation provided by and executed by the Corporation's Directors indicating the authorized signing officers of the Corporation who shall sign all cheques drawn on the Corporation's accounts. Standing authorization may be provided by the Board to the Manager for payment of regular utilities accounts and any other accounts as may be authorized by the Board from time to time;
- (ii) ensure all monies including N.S.F. cheque administration fees and interest collected on behalf of the Corporation shall be used to:
 - (1) pay all accounts properly incurred by or on behalf of the Corporation;
 - (2) arrange and pay for insurance in accordance with the provisions of the Act, Declaration and By-laws in amounts directed by the Board;

(k) Budget

At least two months prior to the beginning of each fiscal year during the term of this Agreement, furnish to the Board for its approval, in writing, an estimated budget for the following year, setting forth by categories the Manager's best estimate of all expenses of the operation of the Property for the coming year, including, without limiting the generality of the foregoing, any taxes payable by the Corporation, insurance premiums, water, gas and electricity charges, and costs of all repairs, renewals, maintenance and supervision of the Property and reserve fund contributions required by the Act. Upon request of the Board or whenever, in the opinion of the Manager, any change from the expenditures forecast in the annual budget makes it desirable to do so, the Manager will submit to the Board a supplementary budget covering the expenses of the operation of the Property for the then remaining portion of the current fiscal year. The Manager will at all reasonable times hold itself available for consultation with the Board for the purpose of establishing or revising the common expenses to be paid by the Owners under the provision of the Act, Declaration and By-laws;

(l) Financial Reporting

Be fully accountable to:

- (i) provide the Board with monthly and year-to-date itemized unaudited financial statements showing:
 - (1) Corporation income on an accrual basis;
 - (2) dollar amount of common expense assessment collected;
 - (3) dollar amount of expenses by category on an accrual basis, as compared with budgeted expenses;
 - (4) an aged list of the names of the Owners who are delinquent in payment of their required contribution to common expenses and the amount of each delinquency;
 - (5) the names and amounts of all other delinquent accounts;

- (6) particulars of accounts, term deposits, certificates and any other instructions respecting investment income and other assets and liabilities of the Corporation in accordance with generally accepted accounting principles as at the date of the financial statement;
 - (7) particulars of significant variations from budget;
 - (8) income and expense statement;
 - (9) balance sheet;
- (ii) provide the Board of the Corporation on a monthly basis with a copy of the following:
- (1) general bank statement summary;
 - (2) Reserve Fund bank statement summary and list of Reserve Fund investments and maturity dates;
 - (3) bank reconciliation for the General Account;
 - (4) bank reconciliation for the Reserve Accounts;
 - (5) detailed general ledger analysis; and
 - (6) Variance reporting;
- (m) Be fully accountable to:
- (i) keep the Corporation's books of account and retain full and proper records regarding all financial transactions involved in the management of the Property; furnish to the Board no later than the 15th day following the end of each month financial statements summarizing the transactions made during the month (the Manager hereby acknowledges that the books and records are the property of the Corporation);
 - (ii) maintain and make available, all books and records pertaining to the operation of the Property and business of the Corporation at reasonable times, and upon reasonable notice, whenever requested, to the Corporation, its auditors, any officer of the Corporation, and any representative of the Board duly authorized in writing.
 - (iii) Notwithstanding any other provisions in this Agreement to the contrary, where records are requested by an owner/mortgagee and/or their designated representative, the Corporation may be charged \$31.50/hour to properly compensate the Manager for time spent in labour relating to the records requested, except where the Act prohibits the Corporation to charge a fee for the production of a record (i.e. the production of a core record by electronic copy) in which case the Corporation shall not be charged. The Manager shall collect such costs charged to the Corporation from the owner, purchaser or mortgagee who has requested such records, in accordance with the provisions in the Act.
 - (iv) The Manager shall be responsible for estimating the cost of labour and copying charges (which copying charges shall be charged in accordance with the Act) for the requested records, where applicable. In the event that the actual cost of labour and copying charges exceed the estimated costs, the Manager shall: (i) for labour costs, only be entitled to charge the Corporation 10% more

than the estimated labour cost; and (ii) for copying costs, be responsible to reimburse the Corporation for any amounts which the Corporation is not permitted to recover from the owner;

(n) Owners' or Mortgagees' Statement

Send a statement as of the date of the last monthly financial statement showing the amount of any unpaid assessments then due, interest thereon, if any, and the amount outstanding, if any, towards the owner's contribution towards common expenses and the reserve fund upon the written request of an owner or mortgagee with respect to his or her unit;

(o) Investment of Surplus & Reserve Funds – Long Range Planning

Develop and monitor an investment plan as approved by the board of directors to obtain an acceptable return on all revenues of the corporation. This includes interest accumulating on surplus cash and upon long-term reserve fund accounts and, in this endeavour, invest all surplus cash and reserves in interest-bearing accounts with a Canadian Chartered Bank, Trust Company, or as directed by the Board of Directors and as permitted by the Act. The plan is to be reviewed on a bi-annual basis with the board of directors.

ARTICLE 8 PHYSICAL MANAGEMENT

8.1 The Manager shall provide to the Corporation all appropriate physical management services and, without limiting the generality of the foregoing, shall:

(a) Maintenance And Repair

Arrange for the effective and economical operation, maintenance and repair of the Property (including its equipment) and the assets of the Corporation in accordance with the Act, Declaration and By-laws, including, without limiting the generality of the foregoing:

- (i) arrange for the supply, as required, of natural gas, electricity, water, TV. services and other public utilities services;
- (ii) Read individual water meters on a quarterly basis, or per Corporation's billing cycle and charge the Owners accordingly (if applicable);
- (iii) arrange for timely maintenance and repairs of all building services and equipment including its natural gas, heating, cooling, electricity as required and maintain an ongoing log of all repairs, costs, schedules and check-ups and include updates of these repairs in the monthly property management report;
- (iv) carry out the duties of the Manager and the Corporation by means of employees of the Corporation and/or independent contractors as, in each instance, may be more effective or economical;
- (v) arrange for the repair and maintenance of all lawns, landscaped areas and roads;
- (vi) arrange for pest control; removal of litter and garbage;
- (vii) arrange for the cleaning of the common areas, shared stairwells and garbage room (if applicable);

- (viii) maintain all electrical wiring, circuits, lighting fixtures in the common elements and replace light bulbs;
- (ix) comply with the requirements and regulations of federal, provincial and municipal authorities having jurisdiction (including, without limitation, police and fire departments and the local board of health) which affect the Property, including where applicable, litter removal, waste disposal, snow and ice removal, landscaping and grounds maintenance, fire hydrant servicing, exterior and interior painting, alterations and any supervision and maintenance necessary in connection with the Property; not take any action so long as the Corporation is contesting or the Board has affirmed its intention to contest any law, statute, ordinance, rule, regulation or order or any requirement pursuant thereto;
- (x) prepare a preventative maintenance program for each major piece of equipment on the Corporation's property and the structure of the building(s); submit the program to the Board for approval; make the program available for inspection by the Board or its representative at all reasonable times, maintain with respect to each piece of equipment and the structure(s) a log book recording maintenance, repairs and related costs; and safeguard all available working drawings, as built blueprints, maintenance and operating manuals for mechanical and electrical systems on the property that have been delivered to the Manager.

(b) Insurance and Claims

- (i) obtain for submission to the Board, a minimum of three quotations for all insurance policies of the Corporation due to expire; make arrangements to ensure that the policies of insurance are properly placed without lapse in coverage; and arrange for any appraisal in connection therewith which may be required by the Agreement Documents or the Board;
- (ii) ensure that the coverage conforms with the requirements of the Act and the Agreement Documents and with generally accepted practice of prudently managed condominium corporations;
- (iii) take prompt action to deal with any occurrence of personal injury (including death) or property damage of which the Manager or its on-site employees are made aware and which may result in:
 - (1) any claim by the Corporation under any of its insurance policies;
 - (2) any claim by the Corporation against an Owner for damage resulting from the Owner's default in the performance of an obligation to maintain and repair; or
 - (3) any other claim by or against the Corporation;(such action shall include, without limitation, taking steps appropriate in the circumstances to end the cause of the injury or damage and locating and preserving the evidence of the cause of the occurrence);
- (iv) monitor and make available to the Board (or if prompt action is required, to an appropriate officer of the Corporation) developments in the processing of insurance or other claims by or against the Corporation, and see that the rights of the Corporation in respect of the claims are protected, including the filing of a notice of claim but excluding the adjusting of any loss;

(c) Site Manager-Inspections

On a monthly basis the Manager shall inspect the common elements and report to the Board of Directors in writing any irregularities or items which require the attention of the Board. During any extended absence of the Manager by reason of vacation or extended illness, a senior representative of the Manager or another fully-qualified Manager will undertake to complete the aforementioned inspections;

(d) Inventory

Maintain an up-to-date list of all inventory, equipment and chattels forming part of the assets of the Corporation including, without limiting the generality of the foregoing, all furniture, gardening equipment, cleaning equipment and supplies, and office equipment and supplies;

(e) Construction Defects

Use best efforts to see that any building deficiency required by the Corporation to be repaired or rectified, if any, by the builder is corrected and pursue any deficiency repairs short of legal action under warranty applicable to the common elements of the Corporation;

(f) Spending Authority and Deficit Financing

- (i) the annual budget shall constitute the major control, under which the Manager shall operate, and there shall be no substantial deviations there from, excluding such expenses as utilities, insurance and other expenses not within the control of the Manager, except as may be approved in writing by the Board. Provided, however, that emergency repairs involving manifest danger to life or property, or immediately necessary for the preservation and safety of the Property, or for the safety of the Owners and residents, or required to avoid the suspension of any necessary services to the Property, may be made by the Manager irrespective of the cost limitation imposed by this paragraph. Notwithstanding this authority as to emergency repairs, the Manager shall, if at all possible, confer immediately with the Board regarding the expenditure;
- (ii) it is specifically understood that the Manager does not undertake to advance any of its own funds on behalf of the Corporation, and in the event monies are not available, the Manager will not in any event be liable to perform any services which require the expenditure by it of its own funds and it will not be required to pledge its credit, and shall only be required to perform its services and make disbursements to the extent that and so long as payments received from assessments or other revenue, if any, of the Corporation shall be sufficient to pay the cost and expense of the services and the amounts of the disbursements. If it shall appear to the Manager that the assessments and other revenue, if any, of the Corporation are insufficient to pay same, the Manager shall so notify the Corporation in detail of that fact and request the Corporation to increase the monthly assessments;
- (iii) the Manager shall not authorize the rendering of any services or purchase of any one item estimated to cost in excess of \$2,000.00 for any one (1) item without first obtaining the Corporation's approval to proceed, by way of resolution of the majority of the Board. The Manager shall first obtain three or more independent estimates of the cost of the work or services for any item estimated to cost in excess of \$2,000.00 unless the Board instructs the Manager in writing that the independent estimates are not necessary in the circumstances. If in the Manager's opinion there exists a hazardous situation which could cause personal injury or damage to the Property of the Corporation or its equipment or contents or which could impair the value of the Owners' investment at a time when the Corporation or its representative cannot reasonably be located for the purpose of giving approval for the work, or if failure to do the work could expose either the

Corporation or the Manager or both to the imposition of penalties, fines, imprisonment or any other substantial liability, then the Manager is hereby authorized to proceed with the work as in its discretion it determines to be urgently necessary for the protection and preservation of the Property of the Corporation or to protect the Owners' investment therein or to protect the Corporation or Manager from exposure to fines, penalties, imprisonment or any other substantial liability, subject, however, in each and every instance to the Act. The Manager shall in the case of a hazardous situation immediately report to the Board regarding the expenditure;

(g) Supervision

- (i) use reasonable diligence to ensure that contracts and agreements between the Corporation and any supplier of materials, goods and/or services are performed in accordance with their terms; inform the Board and hold back full payment to the contractor in the event performance is considered by the Manager to be inadequate or contrary to the agreed terms; and take advantage of all trade discounts by prompt payment of trade invoices where services are properly performed and/or material provided in accordance with the contract;
- (ii) retain or cause to be retained holdbacks required by the Construction Lien Act, R.S.O.1990 and/or any successor legislation, including the Construction Act, and use its best efforts to ensure that no claim or lien shall be filed against the title to the Property in respect of any work which may be carried out on behalf of the Corporation and, if a claim or lien shall be filed in respect of the work, inform the Board and forthwith take all necessary steps to have the same removed and discharged;

(h) Management Staff

Provide an experienced full-time Condominium Manager and two full-time Assistant Condominium Managers, licensed in accordance with the CMSA to provide management services to the Corporation. The Condominium Manager shall also be accessible by phone/email when not present on-site throughout the duration of this Agreement. Also, the Manager shall keep the Board and residents advised of the telephone number, email addresses or numbers at which an agent or employee of the Manager may be reached at any time in respect of any infraction of the Act, the Declaration, the By-laws, the Rules or any other policies or directives of the Board, or at any time during the day or night in respect of any emergency involving the property. The Manager will make all arrangements to deal promptly with the infractions and immediately deal with any emergency arising in connection with the maintenance and operation of the Property of the Corporation. No Manager will be installed on-site, nor will any changes in the on-site management be made without prior consultation with the Board of Directors. During any extended absence of the Manager by reason of vacation or extended illness, a senior representative of the Manager or another fully-qualified and licensed Condominium Manager, briefed to as full an extent on the Corporation's situation as is reasonably possible, shall personally attend the Property on a regular basis;

(i) Meeting Attendance

Provide, at the Manager's own expense, services of the Condominium Manager to attend Board meetings and all meetings of Owners called pursuant to the Act. When specifically requested by the Board, provide at the expense of the Corporation any additional services which the Corporation may require, including scheduling and arranging of facilities for all annual, general, or special meetings of the members of the Corporation, and attendance at the meetings of a recording secretary, all at a cost to be mutually agreed upon in advance;

(j) Register

Maintain a computerized register in accordance with the Act; keep an up-to-date record of the names and addresses of all unit Owners, those mortgagees who have notified the Corporation of their entitlement to vote and of any tenants about which the Corporation has been notified in accordance with Section 83 of the Act or other occupants

of which the Manager has knowledge (the Corporation hereby acknowledges that it is responsible for forwarding forthwith to the Manager any written notice or other communication received by any Director or Officer of the Corporation from mortgagees or other person claiming an interest in any unit); and provide on an annual basis an updated list of Owners, residents, tenants and mortgagees recording the information shown in the register and, on a monthly basis as part of the Manager's monthly report to the Board a list of changes in owners and tenants during the preceding month(s).

(k) Alternative Arrangements

Attempt to make alternative arrangements to ensure that normal maintenance of property services and equipment proceeds on schedule where the services may be disrupted by a strike or lock-out, or by negotiations with trade unions with respect to the Manager's employees or employees of its affiliates or subsidiaries;

(l) Manager's Report

- (i) present to the Board at least 72 hours prior to each regularly scheduled Board meeting a written Manager's Report, to serve as a form of communication from the Manager to the Board, which Manager's Report shall reflect, without limitation the directives of the Board to the Manager and show the actions of the Manager with respect to the directives of the Board as well as concerns/issues that have arisen with residents;
- (ii) Provide a copy of the Annual Planning Guide;
- (iii) forthwith report to the Board any minor emergencies or persistent, flagrant or serious violations of the Act, Declaration, By-laws or Rules;
- (iv) report to the Board any changes in employees of the Corporation;

(m) Occurrence Report

- (i) deliver to the Board an Occurrence Report in respect of any significant accident, emergency, break-down or other situation or occurrence which in the opinion of the Manager ought to be brought to the attention of the Board; and follow up the occurrence so reported by informing the Board of the disposition of the occurrence or as the Board may require;

(n) Additional Costs

Unless otherwise specified therein, the management services specified above shall be provided within the fee specified, but the Manager shall be entitled to reimbursement for mailing costs of notices or for reproduction and/or distribution costs incurred whenever the Corporation shall require that additional and/or duplicate records or information be provided to anyone other than the Board of Directors. Unless otherwise specified therein, the fee schedule for direct office expenses shall be as follows:

Photocopies \$0.10 per page

Postage as per Canada Post Pricing

Envelopes – \$0.20 - \$0.25 per

Arrears Statements \$0.15

Notice of Lien to Owners under subsection 85(4) of the Act- \$150.00 (Charged Back to Owners)

Courier Charges – At cost

E.F.T. and Bank Charges – At cost

CAO Related Administrative Charges @ \$1.00/unit/month

Yardi Payscan @ \$1.00/invoice

Archived box storage – At cost

No disbursements, other than those itemized above, shall be made by the Corporation to the Manager, except where prior authorization has been granted by the board. Additional fees for additional services may be charged but only if the corporation has agreed, in writing, in advance, to the fee.

(o) Affiliates

ICC currently owns and operates ICC Property Maintenance Inc. However, the manager shall not engage any parent or subsidiary or any person, firm or corporation associated, affiliated or otherwise connected with it to perform any work or services without disclosing the nature of such connection to the Board and without the prior written consent of the Corporation.

(p) The Manager shall employ or retain such staff, personnel, contractors or subcontractors on behalf of the Corporation (in the latter's capacity as the employer or contracting party), as may be required to promptly and efficiently maintain and repair the common elements and discharge the Manager's duties hereunder in connection therewith, and without limiting the generality of the foregoing, such staff may include superintendents and cleaners and all other individuals employed by the Corporation to maintain and repair the common elements (including all parking areas, whether unitized or not), on the express understanding that the Manager is responsible for directing and supervising such staff, personnel, contractors or subcontractors but the burden of remunerating such staff shall be borne solely by the Corporation, and that the Corporation shall have the sole responsibility (and the final authority, as the exclusive employer) to hire, dismiss, discipline, accept the termination of, direct the replacement or advancement of, set or authorize any pay increases and vacations for, and direct or define the overall duties and working conditions of, such staff, and may delegate to the Manager, from time to time, the implementation of the Board's decisions relating to any or all of the foregoing responsibilities

ARTICLE 9 DUTIES OF CORPORATION

9.1 The Corporation shall:

- (a) co-operate with the Manager to the extent required to perform expeditiously and economically the management services required under this Agreement, and provide the Manager with evidence and authority by way of certified copies of resolutions or otherwise, and any specific directions as the Manager may reasonably require;
- (b) deliver to the Manager copies of the Declaration, By-laws and Rules together with any written policies and directives of the Board of Directors, and amendments thereto;
- (c) provide at the expense of the Corporation any plans, drawings specifications and architectural or engineering assistance which may be necessary or desirable to enable the Manager to discharge its duties

pursuant to this Agreement, provided, however, that the Board or its designated representative from time to time shall authorize retaining the architectural or engineering assistance before any expense is incurred therefore;

- (d) reimburse the Manager promptly for any monies which the Manager may elect to advance for the account of the Corporation, it being agreed that nothing contained herein shall be construed to obligate the Manager to make any advance.

ARTICLE 10 INDEMNIFICATION

- 10.1 During and after the termination of this Agreement, the Manager shall indemnify and save the Corporation and its directors, officers, unit owners, residents, employees, agents, servants, administrators, professional advisors, successors, and assigns, completely free and harmless from any and all damages or injuries to persons or property or claims, actions, obligations, liabilities, costs, expenses and fees incurred during the term of this Agreement including legal fees attributable to, arising out of, or attributable to negligence, willful misconduct, fraudulent, illegal or dishonest act or intentional harm of the Manager or any of its employees or agents, or arising out of any breach of this Agreement, by the Manager and the Manager agrees to carry comprehensive and professional liability insurance and to provide the Corporation with a Certificate of Insurance prior to the effective date of this contract and thereafter annually as evidence that it is maintaining liability and blanket insurance in the amount of at least \$5,000,000.00 for the purpose of indemnifying the Corporation pursuant to this clause. The Manager will provide the Corporation with at least thirty (30) days' prior written notice of cancellation or any material changes in the provisions of the insurance policy.
- 10.2 All employees of the Manager working at the Property will be covered by a fidelity bond of at least \$500,000 in the name and at the expense of the Manager and the Manager will take reasonable steps to ensure the competency and integrity of non-affiliated companies engaged to perform work at the Property. The Manager will provide evidence of said bond prior to the Agreement becoming effective and annually thereafter as long as this Agreement is in force. The fidelity bond shall not be terminated by either the insurer or the Manager unless at least thirty (30) days prior written notice of cancellation has been delivered by Registered Mail to the Corporation, all members of the Board and, if applicable, to the Corporation's auditors.
- 10.3 Subject to subsection (10.1), the Corporation agrees to indemnify and save harmless the Manager from any and all liability and from all claims and demands arising out of damage or injuries to persons or property in or about or in any way connected with the Property and defend at the expense of the Corporation all suits which may be rendered against the Manager on account thereof; except in the case of negligence, wilful misconduct, fraudulent, illegal or dishonest act or intentional harm of the Manager or any of its employees or agents, or arising out of any breach of this Agreement by the Manager, its servants or agents or a breach of the obligations under this Agreement, in which case all costs, damages, injury and liability shall be borne exclusively by the Manager. It is further provided that nothing contained in this subparagraph shall release the Manager or its employees, or agents, from any liability to the Corporation in respect of a breach of any of the Manager's covenants herein contained.

ARTICLE 11 NOTICE

- 11.1 All notices required or permitted to be given hereunder shall be sufficiently given:
 - (a) to the Corporation if signed by or on behalf of the Manager, and delivered or mailed by prepaid registered post or courier addressed to the Corporation at its registered address for service; Notice can also be delivered to the board via email to an email address the board may designate from time to time

- (b) to the Manager if signed by or on behalf of the Corporation and delivered or mailed by prepaid registered post or courier to the Manager at its last known address or by facsimile transmission to the following number or by electronic transmission to the following e-mail address:
 - fax: (905) 940-3881
 - e-mail: stevec@iccpROPERTYmanagement.com
- (c) all notices shall be deemed to have been received on the date of delivery if delivered by personal service, facsimile transmission or electronic transmission or on the third business day following the date of the mailing as the case may be.

ARTICLE 12 PLURAL INVALIDITY

- 12.1 Where applicable, or where required by the context, all references herein in the singular shall be construed to include the plural.
- 12.2 If any portion of this Agreement shall be for any reason declared invalid or unenforceable, the validity of any of the remaining portions of this Agreement shall not be thereby affected, and the remaining portions shall remain in full force and effect as if this Agreement had been executed with the invalid portion eliminated, and it is hereby declared the intention of the parties hereto that they would have executed the remaining portion of this Agreement without including therein any portion thereof that might be declared invalid.

ARTICLE 13 ASSIGNMENT

- 13.1 Subject to paragraph 4.3.(a) herein, this Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors, and assigns.

ARTICLE 14 ENTIRE AGREEMENT

- 14.1 This Agreement constitutes the entire Agreement between the Manager and the Corporation and it is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement other than expressed herein.

**ARTICLE 15
EXECUTION**

IN WITNESS WHEREOF the parties hereto have affixed their corporate seals under the hands of their proper officers in that behalf

Dated this day of , 2022.

PEEL STANDARD CONDOMINIUM CORPORATION XXXX

Per: _____

Director

Per: _____

Director

We have authority to bind the Corporation

ICC PROPERTY MANAGEMENT LTD.



Per: _____

Chief Visionary Officer – I have authority to bind the Corporation

RESOLUTION BY THE BOARD OF DIRECTORS
PEEL STANDARD CONDOMINIUM CORPORATION XXXX

APPROVED AT A MEETING HELD ON _____, 2022

BE IT RESOLVED THAT :

From time to time and until otherwise instructed by this Corporation, ICC Property Management Ltd. shall be and is hereby authorized to execute under the seal of the Corporation the following instruments in accordance with the applicable By-Laws of the Corporation:

- i. Status Certificates pursuant to Section 76.1 of the Condominium Act, S.O. 1998, c.19 (the "Act")
- ii. Notice of Lien Form , pursuant to Section 85.4 of the Act
- iii. Discharges of Lien, pursuant to Section 85.7 of the Act

IN WITNESS WHEREOF the parties hereto have affixed their corporate seals under the hands of their proper officers in that behalf

Dated this day of , 2022.

PEEL STANDARD CONDOMINIUM CORPORATION XXXX

Per: _____

Per: _____

We have authority to bind the Corporation

ICC PROPERTY MANAGEMENT LTD.



Per: _____

Chief Visionary Officer – I have authority to bind the Corporation

SKYRIDGE DRIVE

THE GORE ROAD

LEVEL 1
UNITS 1 AND 2 (SERVICE)

INDEX OF PARTS

PART	SHEET(S)	DESCRIPTION
1	9	PLAN OF SURVEY OF THE CONDOMINIUM PROPERTY, THE ILLUSTRATION OF THE SERVIENT INTERESTS AND DESIGNATION OF THE UNITS ON LEVELS A, B, C, D, AND LEVELS 1 TO 35 INCLUSIVE
2		PLAN OF SURVEY OF THE EXCLUSIVE USE PORTIONS OF THE CONDOMINIUM
3		ARCHITECTURAL PLANS
4		STRUCTURAL PLANS

**PART 1 OF 4 PARTS
SHEET 1 OF 9 SHEETS**

PEEL STANDARD CONDOMINIUM PLAN No.

**LEVEL 1
UNITS 1 AND 2**

REGISTERED IN THE LAND REGISTRY OFFICE FOR THE LAND TITLES DIVISION OF PEEL (No. 43)
AT ____ O'CLOCK ON THE ____ DAY OF _____, 2022
REPRESENTATIVE FOR LAND REGISTRAR

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:
1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE CONDOMINIUM ACT 1998, THE PLANNING ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
2. THE SURVEY WAS COMPLETED ON THE ____ DAY OF _____, 2022.
3. THE DIAGRAMS OF THE UNITS SHOWN ON THIS PLAN ARE SUBSTANTIALLY ACCURATE.
DATE: _____ MAJA KRCMAR
ONTARIO LAND SURVEYOR

DECLARATION REGISTERED AS NUMBER

THIS PLAN COMPRISSES ALL OF PIN ____ (LT)

SCHEDULE OF APPURTENANT AND SERVIENT INTERESTS
(PURSUANT TO CLAUSES 8(1)(g) AND (h) OF THE CONDOMINIUM ACT 1998)

SUBJECT TO (SERVIENT INTEREST(S))	PLAN	DESCRIBED IN	NOTES
TOGETHER WITH (APPURTENANT INTEREST(S))			

**PLAN OF SURVEY OF
PART OF BLOCK 139
REGISTERED PLAN 43M-2092
CITY OF BRAMPTON**
(REGIONAL MUNICIPALITY OF PEEL)

NOT PART OF THIS PLAN

NOT PART OF THIS PLAN

LEGEND

—	DENOTES CONDOMINIUM PROPERTY BOUNDARIES
—	DENOTES BOUNDARIES OF UNITS AND THE COMMON ELEMENTS
UP	DENOTES STAIRS UP
DN	DENOTES STAIRS DOWN
EC	DENOTES ELECTRICAL CLOSET
VEST	DENOTES VESTIBULE
CACF	DENOTES CENTRAL ALARM AND CONTROL FACILITIES
PL	DENOTES PLANTER
LSC	DENOTES LOADING & SERVICE CLOSET
VIR	DENOTES VISITOR / RETAIL PARKING
HC	DENOTES ACCESSIBLE PARKING

UNIT BOUNDARY DEFINITIONS
MONUMENTS CONTROLLING THE EXTENT AND LOCATION OF THE UNITS ARE THE WALLS, THE FLOORS, CEILINGS AND CONDOMINIUM BOUNDARIES AS MORE PARTICULARLY DESCRIBED IN SCHEDULE 'C' OF THE DECLARATION.
AREAS NOT DESIGNATED AS UNITS ARE COMMON ELEMENTS.

CERTIFICATE OF DECLARANT
THIS IS TO CERTIFY THAT THE PROPERTY INCLUDED IN THIS PLAN HAS BEEN LAID OUT INTO UNITS AND COMMON ELEMENTS IN ACCORDANCE WITH OUR INSTRUCTIONS.
DECLARANT: NAME
DATED AT _____ THIS ____ DAY OF _____, 2022
NAME _____ "HAVE AUTHORITY TO BIND THE CORPORATION"

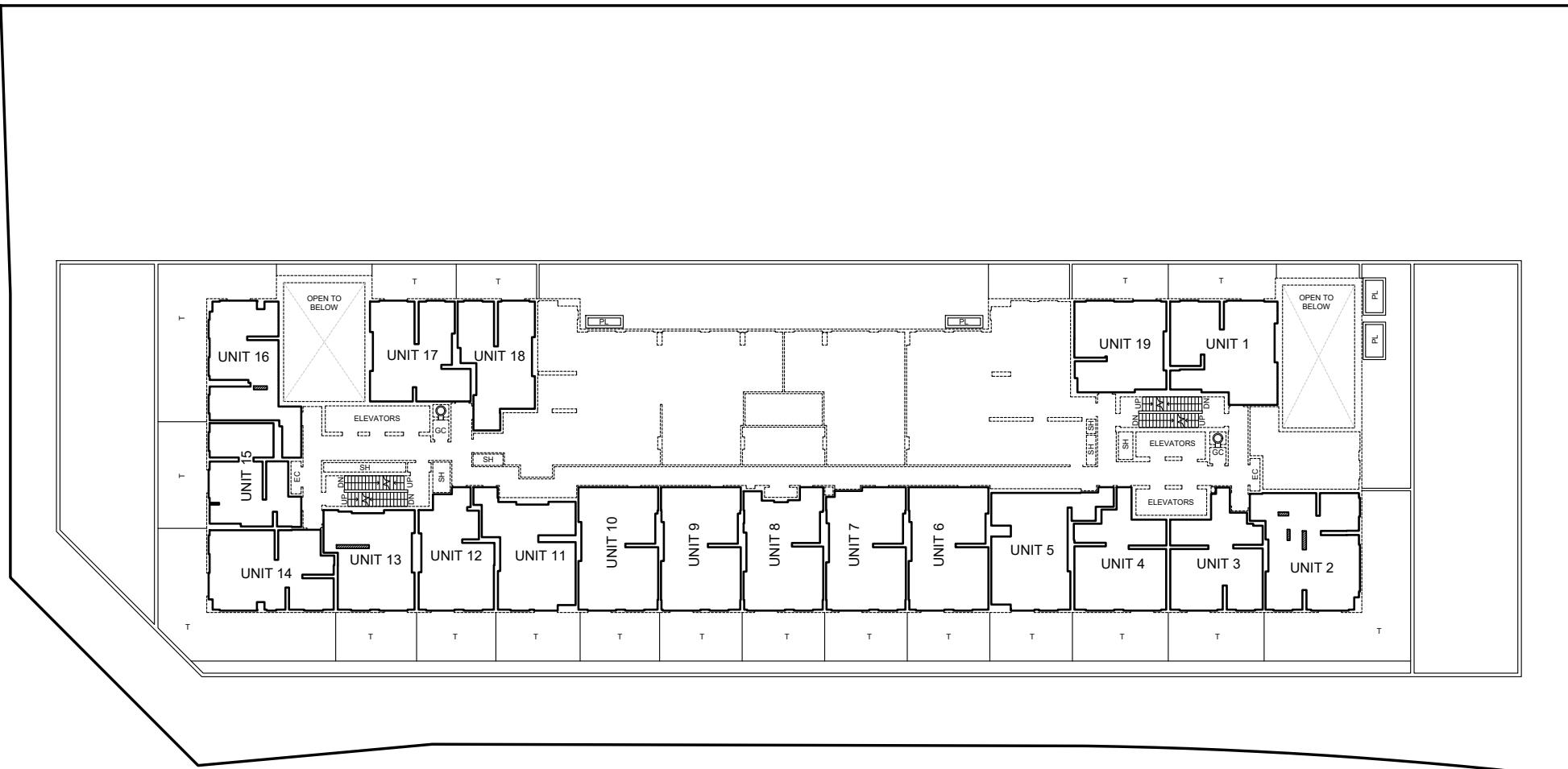
**PARTS 1 AND 2 APPROVED AND PARTS 3 AND 4 EXEMPTED UNDER
SECTION 1 OF THE CONDOMINIUM ACT, S.O. 1998, c.IB AND
SECTION 51 OF THE PLANNING ACT, R.S.O. 1990, c.P.1A, AS AMENDED
THIS ____ DAY OF _____, 2022**

PLANNING AND BUILDING DEPARTMENT, CITY OF BRAMPTON

KRCMAR

File: 21-151DS01B APRIL 27, 2022

SKYRIDGE DRIVE



THE GORE ROAD

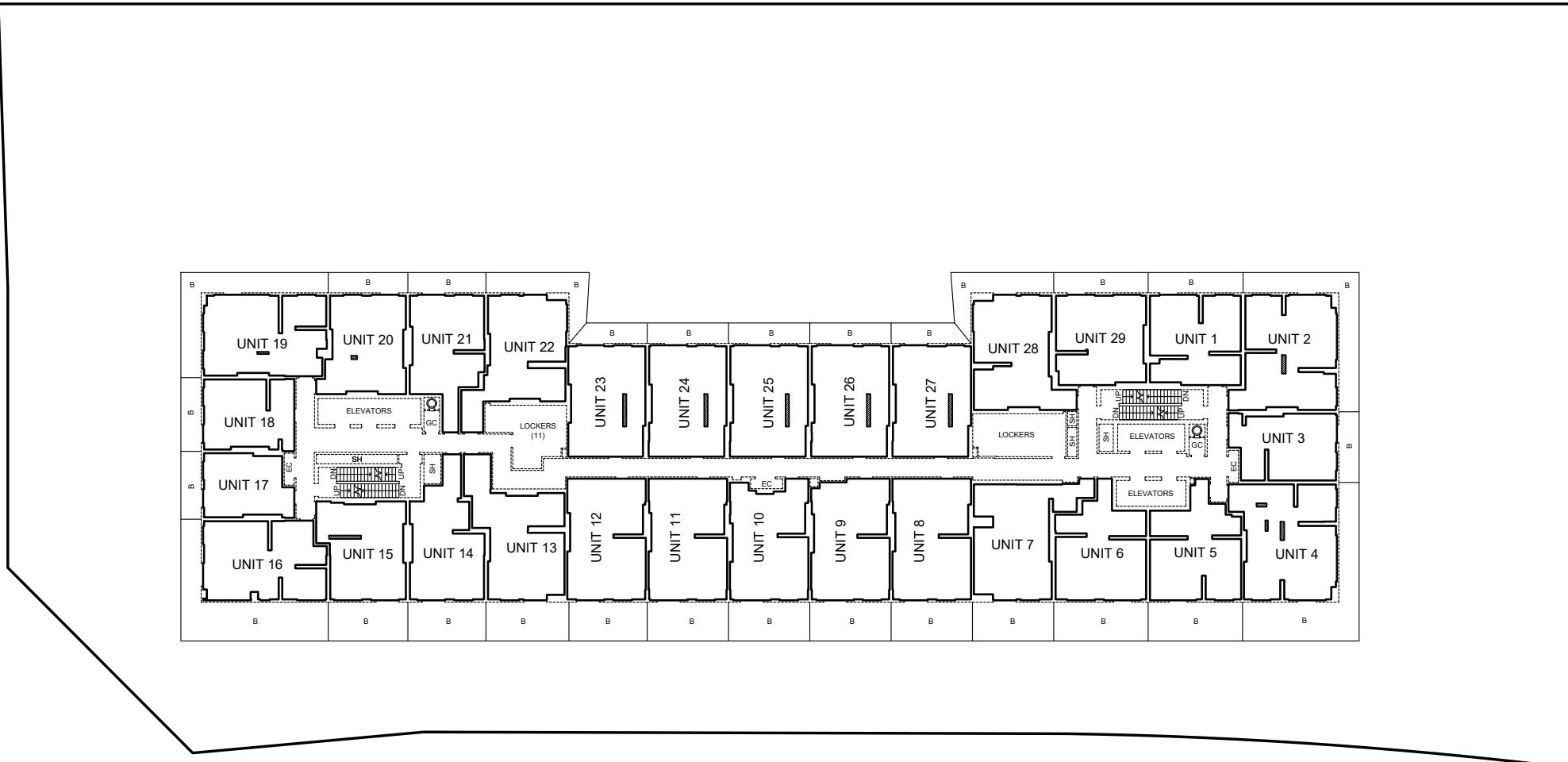
LEVEL 2

UNITS 1 TO 19 INCLUSIVE (RESIDENTIAL)

LEGEND	
UP	DENOTES STAIRS UP
DN	DENOTES STAIRS DOWN
GC	DENOTES GARAGE CHUTE
EC	DENOTES ELECTRICAL CLOSET
SH	DENOTES SHAFT
T	DENOTES TERRACE
PL	DENOTES PLANTER
■	DENOTES PART OF THE COMMON ELEMENTS NOT INCLUDED IN UNIT

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www.krcmar.ca

SKYRIDGE DRIVE



LEVEL 3

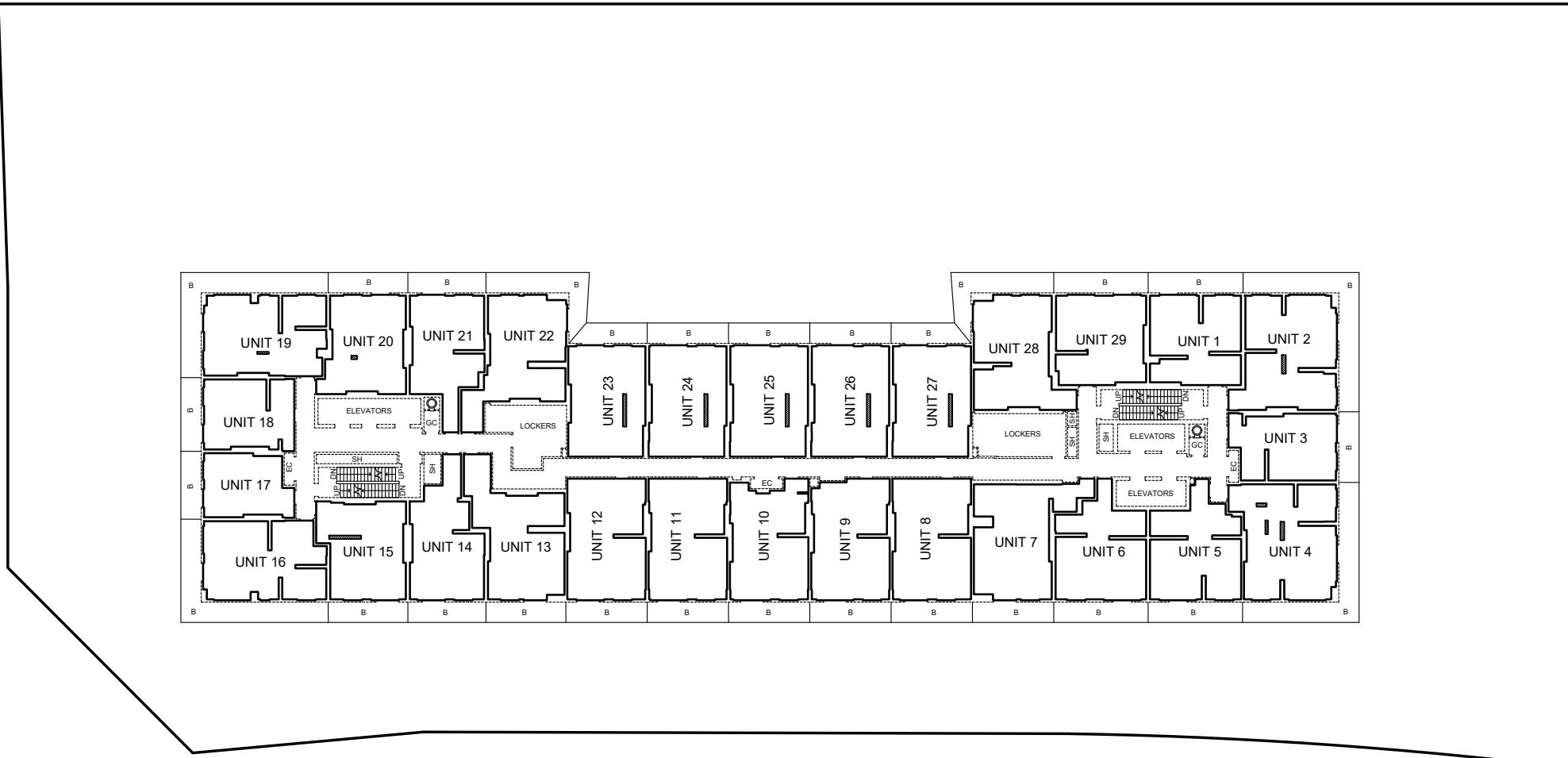
UNITS 1 TO 29 INCLUSIVE (RESIDENTIAL)

LEGEND

UP	DENOTES STAIRS UP
DN	DENOTES STAIRS DOWN
GC	DENOTES GARBAGE CHUTE
EC	DENOTES ELECTRICAL CLOSET
SH	DENOTES SHAFT
B	DENOTES BALCONY
■	DENOTES PART OF THE COMMON ELEMENTS NOT INCLUDED IN UNIT

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SKYRIDGE DRIVE



THE GORE ROAD

LEVELS 4 TO 9 INCLUSIVE
UNITS 1 TO 29 INCLUSIVE (RESIDENTIAL)

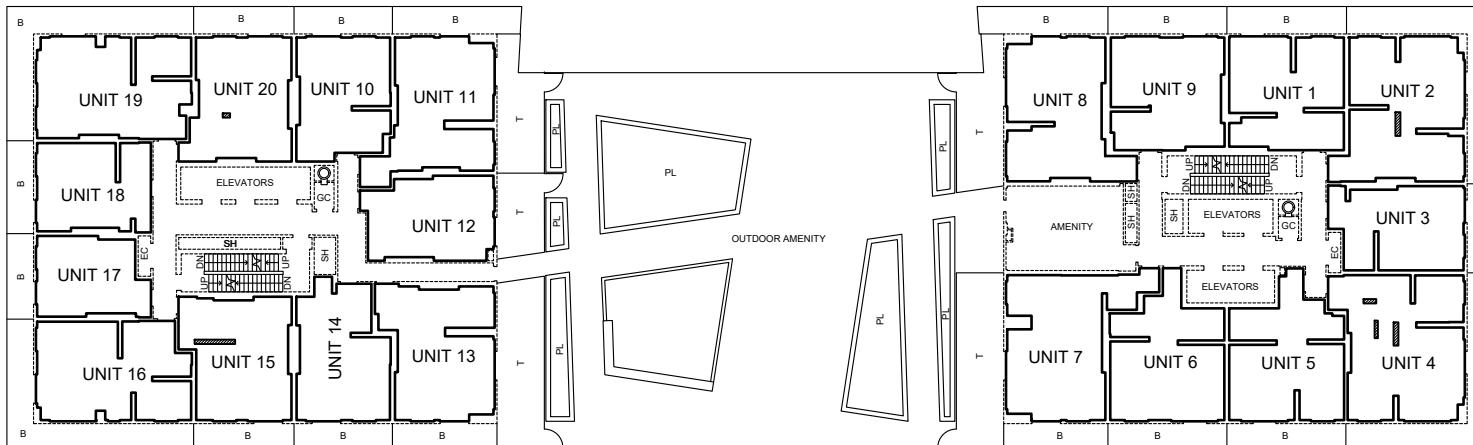
LEGEND

UP	DENOTES STAIRS UP
DN	DENOTES STAIRS DOWN
GC	DENOTES GARBAGE CHUTE
EC	DENOTES ELECTRICAL CLOSET
SH	DENOTES SHAFT
B	DENOTES BALCONY
/	DENOTES PART OF THE COMMON ELEMENTS NOT INCLUDED IN UNIT

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SKYRIDGE DRIVE

THE GORE ROAD



LEVEL 10

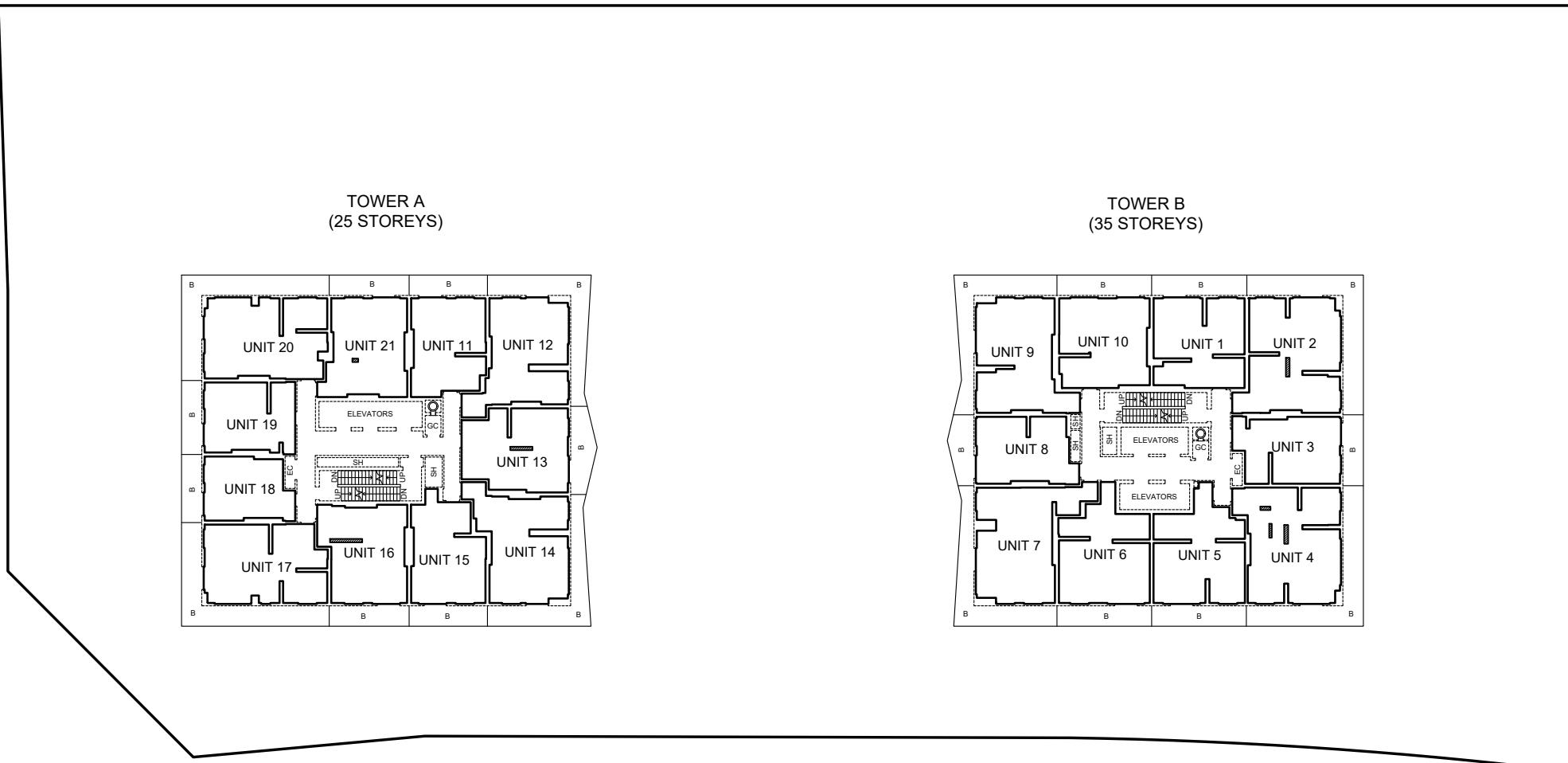
UNITS 1 TO 20 INCLUSIVE (RESIDENTIAL)

LEGEND	
UP	DENOTES STAIRS UP
DN	DENOTES STAIRS DOWN
GC	DENOTES GARBAGE CHUTE
EC	DENOTES ELECTRICAL CLOSET
SH	DENOTES SHAFT
B	DENOTES BALCONY
T	DENOTES TERRACE
PL	DENOTES PLANTER
■	DENOTES PART OF THE COMMON ELEMENTS NOT INCLUDED IN UNIT

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SKYRIDGE DRIVE



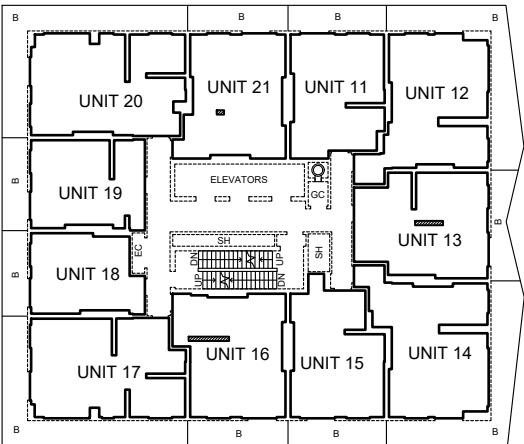
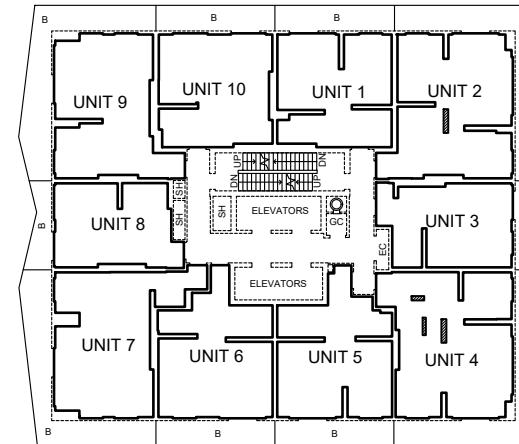
THE GORE ROAD

LEVELS 11, 13, 15, 17, 19, 21, 23 AND 25
UNITS 1 TO 21 INCLUSIVE (RESIDENTIAL)

LEGEND	
UP	DENOTES STAIRS UP
DN	DENOTES STAIRS DOWN
GC	DENOTES GARBAGE CHUTE
EC	DENOTES ELECTRICAL CLOSET
SH	DENOTES SHAFT
B	DENOTES BALCONY
■	DENOTES PART OF THE COMMON ELEMENTS NOT INCLUDED IN UNIT

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SKYRIDGE DRIVE

TOWER A
(25 STOREYS)TOWER B
(35 STOREYS)

THE GORE ROAD

LEVELS 12, 14, 16, 18, 20, 22, AND 24
UNITS 1 TO 21 INCLUSIVE (RESIDENTIAL)

LEGEND	
UP	DENOTES STAIRS UP
DN	DENOTES STAIRS DOWN
GC	DENOTES GARbage CHUTE
EC	DENOTES ELECTRICAL CLOSET
SH	DENOTES SHAFT
B	DENOTES BALCONY
■	DENOTES PART OF THE COMMON ELEMENTS NOT INCLUDED IN UNIT

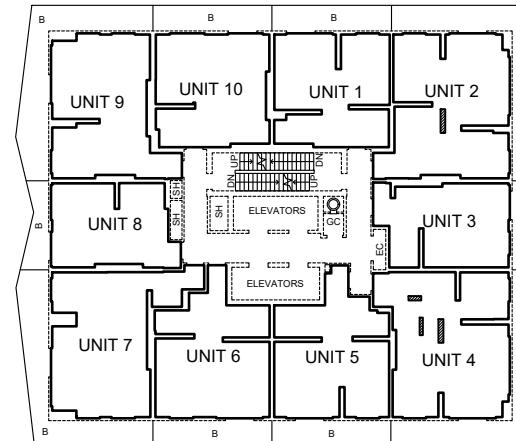
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SKYRIDGE DRIVE

THE GORE ROAD

LEVELS 26, 28, 30, 32 AND 34
UNITS 1 TO 10 INCLUSIVE (RESIDENTIAL)

TOWER B
(35 STOREYS)



LEGEND	
UP	DENOTES STAIRS UP
DN	DENOTES STAIRS DOWN
GC	DENOTES GARBAGE CHUTE
EC	DENOTES ELECTRICAL CLOSET
SH	DENOTES SHAFT
B	DENOTES BALCONY
■	DENOTES PART OF THE COMMON ELEMENTS NOT INCLUDED IN UNIT

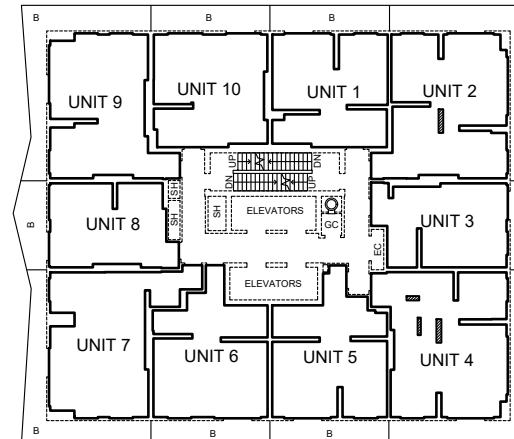
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www.krcmar.ca

SKYRIDGE DRIVE

THE GORE ROAD

LEVELS 27, 29, 31, 33 AND 35
UNITS 1 TO 10 INCLUSIVE (RESIDENTIAL)

TOWER B
(35 STOREYS)



LEGEND	
UP	DENOTES STAIRS UP
DN	DENOTES STAIRS DOWN
GC	DENOTES GARBAGE CHUTE
EC	DENOTES ELECTRICAL CLOSET
SH	DENOTES SHAFT
B	DENOTES BALCONY
■	DENOTES PART OF THE COMMON ELEMENTS NOT INCLUDED IN UNIT

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Ontario's Residential Condominium Buyers' Guide

Last Updated: November 6, 2020

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

Purpose

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

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

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

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

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

Important Information Regarding Governing Documents

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

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

Key Information for Buyers of Pre-Construction Residential Condo Units

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

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

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

Key Information for Buyers of Resale Residential Condo Units

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

- Introduction
- Part 1.3: Buying a Resale Condominium Unit

Key Information for Condominium Owners

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

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

Next Steps

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

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

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

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

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

Ontario's Residential Condominium Buyers' Guide

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Introduction

What is a Condominium?

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

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

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

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

Different Kinds of Condominiums

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

1. Standard Condominium

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

2. Phased Condominium

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

3. Vacant Land Condominium

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

4. Common Elements Condominium

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

Leasehold Condominium

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

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

Part 1: Buying a Condominium Unit

1.1 Before you Buy a Condominium Unit

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

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

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

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

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

1.2 Buying a Pre-Construction Condominium Unit

Documents to Review

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

1. Pre-construction Agreement of Purchase and Sale

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

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

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

3. Tarion Addendum

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

Information contained in the Tarion Addendum includes the delayed occupancy warranty provided by the builder, in accordance with the Ontario New Home Warranties Plan Act. The Tarion Addendum also contains a Statement of Critical Dates and early termination conditions that apply to the

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

4. Disclosure Statement

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

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

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

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

Deposits

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

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

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

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

Cooling Off Period and Rescission of Agreement

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

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

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

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

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

Occupancy Dates & Delayed Occupancy

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

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

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

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

Condo Cancellations

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

These conditions may include, but are not limited to:

- Failure to sell enough units,

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

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

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

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

1.3 Buying a Resale Condominium Unit

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

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

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

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

Documents to Review

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

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

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

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

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

1.4 Leasing Your Unit

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

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

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

Part 2: Moving into a Pre-Construction Condominium Unit

2.1 Interim Occupancy

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

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

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

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

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

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

2.2 Creating the Condominium Corporation

Condominium Registration Process

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

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

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

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

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

- A survey showing the boundaries of the property;

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

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

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

Declarant-controlled boards

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

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

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

Turn-over Meetings

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

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

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

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

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

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

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

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

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

First-Year Budget

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

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

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

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

2.3 Tarion and the Ontario New Home Warranties Plan Act

What is Tarion?

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

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

What is The Home Construction Regulatory Authority?

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

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

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

New Home Warranties Plan Act and Coverage

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

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

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

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

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

Pre-Delivery Inspection

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

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

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

Builder Registration/Licensing

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

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

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

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

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

Part 3: Condominium Living

3.1 Introduction to Condominium Living

Your Unit and Common Elements

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

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

Exclusive Use Common Elements

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

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

Rights and Obligations of Owners

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

Rights

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

Obligations

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

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

3.2 Condominium Governance

Board of Directors and Board Responsibilities

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

The board has certain responsibilities such as:

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

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

Duties of Directors and Required Disclosures

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

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

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

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

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

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

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

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

Election Process

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

Requirements for Being a Director

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

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

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

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

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

Director Training Requirements

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

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

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

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

Meetings and Quorum

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

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

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

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

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

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

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

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

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

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

Voting by Proxy and Voting Method

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

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

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

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

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

Notices

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

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

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

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

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

Information Certificates

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

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

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

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

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

Records Requirements and Process to Request or Examine Records

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

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

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

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

3.3 Condominium Corporation Governing Documents

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

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

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

The governing documents must be consistent with the Condo Act.

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

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

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

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

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

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

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

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

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

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

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

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

3.4 Condominium Finances

Reserve Funds

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

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

Common Expenses

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

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

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

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

How are Common Expense Fees Calculated?

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

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

Liens

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

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

Special Assessments

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

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

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

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

Chargebacks

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

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

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

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

Condo Insurance

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

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

Standard Unit

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

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

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

Deductibles

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

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

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

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

3.5 Living in Units and Using Common Elements

Units vs. the Common Elements

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

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

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

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

Repair and Maintenance Obligations

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

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

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

- 1. Schedule C.** Schedule C (within your condo corporation's declaration) typically will outline unit boundaries and therefore clarify repair and maintenance responsibilities, especially in unclear areas (e.g., plumbing, electrical, areas behind drywall, etc.).
- 2. Standard unit by-law.** A standard unit by-law or, if none, a schedule provided by the developer, will detail which components of a unit are the "standard unit" and therefore the responsibility of the condo corporation to repair.

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

Making Changes to Your Unit

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

Modifications to the Common Elements by Owners

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

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

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

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

Right of Entry

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

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

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

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

3.6 Condominium Management

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

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

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

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

Part 4: Resources for Issues Resolution

4.1 Raising Issues with your Condominium Board

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

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

1. Writing a Letter to the Board

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

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

2. Requisitioning a Meeting of Owners

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

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

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

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

3. Raising Issues at an AGM

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

4. Seeking Legal Advice

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

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

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

4.2 The Condominium Authority of Ontario

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

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

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

Currently, the CAT resolves certain disputes relating to:

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

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

4.3 Condominium Management Regulatory Authority of Ontario

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

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

Handling Complaints

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

- Attempt to mediate or resolve the complaint;

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

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

4.4 Compliance and Enforcement Mechanisms

Responsibility to Comply with the Condo Act

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

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

Mediation, Arbitration, and Compliance Orders

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

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

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

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

Offences Under the Condo Act

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

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

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

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

Part 5: Glossary of Key Terms

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

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

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

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

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

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

Common Elements: All condo property except units.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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