



FirstService Residential Ontario  
2645 Skymark Avenue, Suite 101  
Mississauga, ON L4W 4H2  
(416) 533-2197 • Fax: (416) 293-5904



# Memorandum

June 19, 2018

Dear Marthinus Meyer:

Your Status Certificate is now available for:

Condominium Corporation Number: Toronto Standard Condominium Corporation 2249  
Condominium Address: 150 Sudbury Street  
City: Toronto  
Unit: 12  
Level: 12  
Suite Number: 1212

The following forms (which form part of the attachments to the Status Certificate) **must be completed by the unit purchaser and returned to FirstService Residential prior to final closing.** Please submit the forms directly to our fax (416) 293-5904 or email to [reception.on@fsresidential.com](mailto:reception.on@fsresidential.com). Unless the Corporation receives these forms or notification of ownership change, the unit's records will remain in the name of the present owner.

- Owner/Resident Information Form
- Summary of Lease or Renewal Form (if the purchaser intends to rent/lease the unit)
- Preauthorized Payment Agreement Form

**To ensure the records of the Corporation are accurate and current, we require the purchaser's lawyer to provide FirstService Residential with a copy of the registered Transfer Deed immediately after closing.**

If you did not provide a closing date during the ordering process, or the closing date provided has changed, please email FirstService Ontario at [reception.on@fsresidential.com](mailto:reception.on@fsresidential.com) so that the accounting department may adjust pre-authorized payments, as necessary.

The link to the Status Certificate and Attachments will be available for 60 days.

Thank you.

Sincerely,

FirstService Residential Ontario



FirstService Residential Ontario  
 2645 Skymark Avenue, Suite 101  
 Mississauga, ON L4W 4H2  
 (416) 533-2197 • Fax: (416) 293-5904



# Status Certificate

# ON-A12478

## Status Certificate

(under subsection 76 (1) of the *Condominium Act, 1998*)  
*Condominium Act, 1998*

Toronto Standard Condominium Corporation 2249 (known as the "Corporation") certifies that as of the date of this certificate:

### GENERAL INFORMATION CONCERNING THE CORPORATION

1. **Mailing Address:** 2645 Skymark Avenue, Suite 101  
Mississauga, ON L4W 4H2
2. **Address for Service:** C/O FirstService Residential Ontario
3. **Property Manager:** FirstService Residential Ontario  
**Address:** 2645 Skymark Avenue, Suite 101  
Mississauga, ON L4W 4H2  
**Telephone:** (416) 293-5900
4. **The Directors and Officers of the Corporation are:**

NAME	POSITION	ADDRESS FOR SERVICE	TELEPHONE
Aileen O'Doherty	Treasurer	2645 Skymark Avenue Suite 101	(416) 293-5900
Stephen Murphy	Secretary	2645 Skymark Avenue, Suite 101	(416) 293-5900
Randy Goldman	President	2645 Skymark Avenue Suite 101	(416) 293-5900

### COMMON EXPENSES

5. The Owner of Unit 12 Level 12 (Suite No. 1212), and Unit 49 Level B (Parking No. PB-049) @ 150 Sudbury Street, Toronto, ON of Toronto Standard Condominium Corporation 2249, registered in the Land Registry Office for the Land Titles Division of Toronto (No. 66) **is not in default** in the payment of common expenses. ***The information contained herein is subject to the common expense payments being received and clearing the bank.***

**Parking and Locker Units (if applicable):** If the unit purchased is a parking space and/or a locker, the legal description and the actual sign on the unit may not be the same. Please contact Property Management to confirm the correct location of the unit(s).

## Status Certificate (continued)

**ON-A12478**

6. A payment on account of common expenses for the unit in the amount of **\$443.65** is due on **7/01/2018 for the period 7/01/2018 to 7/31/2018, as follows:**

Unit 49 Level B (Parking PB-049)	<b>\$45.31</b>
Unit 12 Level 12 (Suite 1212)	<b>\$398.34</b>
<b>TOTAL AMOUNT DUE</b>	<b>\$443.65</b>

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

In addition to the above, the unit owner is responsible for the cost of hydro which is billed directly to the owner. The owner and purchaser are responsible for contacting the sub-metering company (Toronto Hydro) to change ownership detail. Any unpaid utilities are deemed to be in arrears and shall be collectable as common expenses against the purchaser.

The cost of all water and gas consumed, whether on the Common Elements or individual suite is paid for by the Condominium Corporation and are "Bulk Metered".

7. The Corporation has the amount of **\$NIL** in prepaid common expenses for the unit.
8. There are no amounts that the *Condominium Act, 1998* requires to be added to the common expenses payable for the unit.  
The basis and underlying facts for a chargeback can happen without warning and do not always come to the attention of the Corporation or the management company immediately. The occurrence of an event precipitating a chargeback and/or the amount of the charge are subject to change; and it is the responsibility of the purchaser to seek an update and confirmation of any outstanding amounts prior to closing.

### BUDGET

9. The budget of the Corporation for the current fiscal year is accurate and may result in a surplus of \$NIL, provided that it is possible that unforeseen expenses or expenses beyond the control of the Corporation may require adjustments to the budget before year end.
10. Since the date of the budget of the Corporation for the current fiscal year, the common expenses for the unit have not been increased.  
The budget for the new fiscal year effective July 1, 2018 - June 30, 2019 has been approved by the board with 1% increase.
11. Since the date of the budget of the Corporation for the current fiscal year, the Board has not levied any assessments against the unit to increase the contribution to the Reserve Fund or the Corporation's operating fund or for any other purpose.
12. The Corporation has no knowledge of upcoming circumstances that will result in an increase in the common expenses for the unit.  
Notwithstanding the above, the recent increases to minimum wage laws in Ontario may materially impact common element fees this year and into the future.

### RESERVE FUND

13. The Corporation's Reserve Fund amounts to **\$1,132,336.74** as of **04/30/2018**

## Status Certificate (continued)

**ON-A12478**

14. The most recent reserve fund study conducted by the board was Class 2 Reserve Fund study dated 10/03/2016 and was prepared by Pretium Anderson Burlington Inc.. The next Reserve Fund Study will be conducted before November 2019.
15. The balance of the Reserve Fund at the beginning of the current fiscal year was **\$928,620.46**. In accordance with the budget of the Corporation for the current fiscal year, the annual contribution to be made to the Reserve fund in the current fiscal year is **\$305,000.00** and the anticipated expenditures to be made from the Reserve Fund in the current fiscal year amount to **\$14,000.00**. The Board anticipates that the Reserve fund will be adequate in the current fiscal year for the expected costs of major repair and replacement of the common elements and assets of the Corporation.
16. The Board has sent to the owners a notice dated 10/04/2016 containing a summary of the Reserve Fund Study, a summary of the proposed plan for future funding of the reserve fund and a statement indicating the areas, if any, in which the proposed plan differs from the study. The proposed plan for future funding has been implemented and the total contribution each year to the reserve fund is being made as set out in the Contribution Table included in the notice.
17. There are no plans to increase the Reserve fund under a plan proposed by the Board under subsection 94 (8) of the *Condominium Act, 1998*, for the future funding of the Reserve Fund.

### LEGAL PROCEEDINGS, CLAIMS

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

### AGREEMENTS WITH OWNERS RELATING TO CHANGES TO THE COMMON ELEMENTS

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

The person requesting the Status Certificate must assume responsibility to inspect the premises and confirm that any alteration complies with provisions contained in Clause 98(1)(b) of the *Condominium Act, 1998*.

### LEASING OF UNITS

24. The Corporation has received notice under section 83 of the *Condominium Act, 1998*, that 128 units were leased during the fiscal year preceding the date of this status certificate. We understand there may have been more units leased; however, the Corporation has not received any notification.

## Status Certificate (continued)

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### SUBSTANTIAL CHANGES TO THE COMMON ELEMENTS, ASSETS OR SERVICES

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

### INSURANCE

26. The Corporation has secured all policies of insurance that are required under the *Condominium Act, 1998*.

#### **Phased Condominium Corporations**

27. N/A - Phased

28. N/A - Phased

#### **Vacant Land Condominium Corporations**

29. N/A - Vacant Land

#### **Leasehold Condominium Corporations**

30. N/A - Leasehold

31. N/A - Leasehold

32. N/A - Leasehold

### ATTACHMENTS

33. The following documents are attached to this status certificate and form part of it:
- (a). a copy of the current declaration, by-laws and rules;
  - (b). a copy of the budget of the Corporation for the current fiscal year, its last annual audited financial statements and the auditor's report on the statements. Note: audited financials are not available within the Corporation's first year;
  - (c). Not Applicable - a list of all current agreements mentioned in section 111, 112 or 113 of the *Condominium Act, 1998* and all current agreements between the Corporation and another corporation or between the Corporation and the owner of the unit;
  - (d). a certificate or memorandum of insurance for each of the current insurance policies;
  - (e). Not Applicable - a copy of all applications made under section 109 of the *Condominium Act, 1998* to amend the declaration or description for which the court has not made an order;
  - (f). a copy of the schedule that the declarant has delivered to the board setting out what constitutes a standard unit, if there is no by-law of the Corporation establishing what constitutes a standard unit;
  - (g). Not Applicable - a copy of all agreements, if any, described in clause 98 (1) (b) of the *Condominium Act, 1998* or section 24.6 of Ontario Regulation 48/01 (General) made under the *Condominium Act, 1998* that bind the unit;

## Status Certificate (continued)

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- (h). a copy of a notice dated 10/04/2016 containing a summary of the reserve fund study, a summary of the proposed plan for future funding of the reserve fund and a statement indicating the areas, if any, in which the proposed plan differs from the study;
- (i). Not Applicable - a copy of an order appointing an inspector under section 130 of the *Condominium Act, 1998* or an administrator under section 131 of the *Condominium Act, 1998*;
- (j). Not Applicable - a copy of the disclosure statement that the Corporation has received from the declarant under subsection 147 (5) of the *Condominium Act, 1998* with respect to the phase that contains the unit unless the declarant has completed all phases described in the disclosure statement and the declarant does not own any of the units in the phases except for the part of the property designed to control, facilitate or provide telecommunications to, from or within the property;
- (k). Not Applicable - a copy of an application by the lessor for a termination order under section 173 of the *Condominium Act, 1998*;
- (l). Not Applicable - if the leasehold interests in the units of the Corporation have been renewed and an amendment to the declaration has not yet been registered under subsection 174 (8) of the *Condominium Act, 1998*, a copy of the provisions that apply upon renewal.

## RIGHTS OF PERSON REQUESTING CERTIFICATE

- 34. The person requesting this certificate has the following rights under subsections 76 (7) and (8) of the *Condominium Act, 1998* with respect to the agreements listed in subparagraph 33 (c) above:
  - 1. Upon receiving a written request and reasonable notice, the Corporation shall permit a person who has requested a status certificate and paid the fee charged by the Corporation for the certificate, or an agent of the person duly authorized in writing, to examine the agreements listed in subparagraph 33 (c) at a reasonable time and at a reasonable location.
  - 2. The Corporation shall, within a reasonable time, provide copies of the agreements to a person examining them, if the person so requests and pays a reasonable fee to compensate the Corporation for the labour and copying charges.
  - 3. Anyone seeking to rely upon this Status Certificate should make himself/herself familiar with the Corporation's Declaration, By-laws and Rules.
- 35. **Unit Owner Identification:** Upon ownership of a unit being transferred, it is the responsibility of the purchaser to advise the Corporation, in writing, of the purchaser's name and address for service. It is preferable that this information be provided to the Corporation immediately following the transfer of ownership of the unit. Until this notice is received in writing by the Corporation, the Corporation cannot recognize the purchaser as the owner of the unit in the records of the Corporation. The Corporation will not be responsible for any compromise of the purchaser's rights vis-à-vis the Corporation, or for any costs, losses or damages incurred by the purchaser as a result of any delay in providing this information.



FirstService Residential Ontario  
 2645 Skymark Avenue, Suite 101  
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# Status Certificate (continued)

# ON-A12478

Dated at Toronto this 19th Day of June, 2018

Toronto Standard Condominium Corporation 2249

\* 

\_\_\_\_\_  
SIGNATURE

George Todorovic  
 \_\_\_\_\_  
 PRINT NAME

Authorized Signing Officer  
 I have the authority to bind the Corporation

*\* Executed pursuant to the Electronic Commerce Act*

\* 

\_\_\_\_\_  
Mark Hopkins

Authorized Signing Officer  
 I have the authority to bind the Corporation



## *Agreement to Receive Notices Electronically*

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As of November 1, 2017, the new Bill 106, which is an addition to the Condominium Act Legislation of 1998, became effective.

One of the new requirements under the new legislation is that owners will be receiving Information Certificates periodically throughout the year.

The new legislation also requires any official notices to be sent via hard copy unless the attached form is completed by any owner on title to the unit. This includes budget packages, AGM packages and Information Certificates.

In order to save the condominium corporation money, we request that all owners complete the form so that official notices can go out via email.

**Please complete the form including your unit number / street address and return it to Property Management.**

FirstService Residential



## Agreement to Receive Notices Electronically

Agreement by owner or mortgagee to  
receive notices from the corporation by  
electronic delivery

Owner's or mortgagee's name

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Condominium corporation's name

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In order for your condominium corporation to enter into this agreement, the board of your corporation must have passed a resolution to determine the methods of electronic communication that it will use for serving notices on owners or mortgagees. Before filling out this form, you should consider contacting the corporation to find out what those methods are.

Method the corporation will use to deliver notices to me:

Email

My email address is \_\_\_\_\_

Facsimile

My fax number is \_\_\_\_\_

Other \_\_\_\_\_

I agree that I am sufficiently served, as described in section 54 of the *Condominium Act, 1998*, if the corporation uses the method of delivering notices identified in this agreement.

\_\_\_\_\_  
Signature of owner or mortgagee

\_\_\_\_\_  
Date (yyyy/mm/dd)

\_\_\_\_\_  
Signature of individual on behalf of the  
condominium corporation

\_\_\_\_\_  
Date (yyyy/mm/dd)

\_\_\_\_\_  
Signature of individual on behalf of the  
condominium corporation

\_\_\_\_\_  
Date (yyyy/mm/dd)

Please affix the corporate seal or add a statement below that the person signing has the authority to bind the corporation.



## OWNER/RESIDENT INFORMATION FORM

The following information is required by the Corporation for the purpose of carrying out the objects and duties of the Corporation in managing the assets on behalf of the owners and shall be used for that purpose only. Please state **NOT APPLICABLE** where necessary.

<b>BUILDING NAME/ CORPORATION NUMBER:</b>							
<b>BUILDING ADDRESS:</b>							
<b>Unit/Suite Number:</b>		<b>Parking Level &amp; Number:</b>		<b>Locker Number:</b>			
<b>OWNER INFORMATION</b>							
<b>1. Owner's Name:</b>							
	First Name				Last Name		
<b>2. Owner's Name:</b>							
	First Name				Last Name		
<b>Address (if different from above):</b>							
<b>Home Phone:</b>		<b>Cell:</b>		<b>Email Address:</b>			
Notices that are required to be given to the owner may be sent by fax, electronic mail or other method of electronic communication. Otherwise no further correspondence will be received electronically. Please check one. YES <input type="checkbox"/> NO <input type="checkbox"/>							
<b>ENTER-PHONE SYSTEM</b>							
<b>1. Enter-phone Name:</b> (16 characters max)							
<b>Enter-phone Number:</b>							
<b>2. Enter-phone Name:</b> (16 characters max)							
<b>Enter-phone Number:</b>							
<b>OCCUPANT / TENANT INFORMATION</b>							
<b>Occupant Names:</b>	1.		<b>Phone:</b>		<b>Email:</b>		
	2.		<b>Phone:</b>		<b>Email:</b>		
	3.		<b>Phone:</b>		<b>Email:</b>		
<b>VEHICLE / BICYCLE / PET INFORMATION</b>							
<b>1. Vehicle Make:</b>		<b>Plate:</b>		<b>Year:</b>		<b>Colour:</b>	
<b>2. Vehicle Make:</b>		<b>Plate:</b>		<b>Year:</b>		<b>Colour:</b>	
<b>Bicycle Make:</b>				<b>Colour:</b>			<b>Bicycle Rack Number:</b>
<b>Pets:</b>	YES <input type="checkbox"/>	NO <input type="checkbox"/>	<b>Type/Description:</b>				
<b>ALARM INFORMATION</b>							
<b>In-Suite Alarm:</b>	YES <input type="checkbox"/>	NO <input type="checkbox"/>	<b>Service Provider:</b>				
<b>Access Card/Fob:</b>		<b>Suite Key:</b>		<b>Garage Remote Number:</b>			
<b>EMERGENCY INFORMATION</b>							
<b>Do you require assistance in an emergency</b>				YES <input type="checkbox"/>	NO <input type="checkbox"/>		
Please list the names and any limiting conditions for residents of your unit who, because of a medical, physical or emotional condition, might require special assistance in an emergency or evacuation situation.							
<b>Name:</b>				<b>Assistance Required:</b>			
<b>Name:</b>				<b>Assistance Required:</b>			
<b>In case of Emergency Contact:</b>		<b>Name:</b>				<b>Relationship:</b>	
		<b>Home:</b>				<b>Cell:</b>	
<b>If Unit (suite, parking stall and/or locker) has been leased/rented, complete the Summary of Lease or Renewal attached. (Requirement of the Condominium Act).</b>							

<b>Dated this:</b>		<b>day of</b>		,		
I,					, certify that all the information above is correct.	
	<b>Print Name</b>					





**Condominium Act, 1998 - O. Reg. 49.01  
SUMMARY OF LEASE OR RENEWAL  
(Clause 83 (1) (b) of the Condominium Act, 1998)**

<b>BUILDING NAME/ CORPORATION NUMBER:</b>			
<b>BUILDING ADDRESS:</b>			
<b>UNIT/SUITE NUMBER:</b>			
<b>LEASE / SUBLEASE / RENEWAL</b>			
This is to notify you that an original lease, sublease or lease renewal (select one)			
<b>Original Lease:</b>	<input type="checkbox"/>	<b>Sublease:</b>	<input type="checkbox"/>
		<b>Renewal:</b>	<input type="checkbox"/>
Entered into for the following:			
<b>Dwelling</b>	<b>Unit(s):</b>	<b>Level:</b>	
<b>Parking</b>	<b>Unit(s):</b>	<b>Level:</b>	
<b>Locker</b>	<b>Unit(s):</b>	<b>Level:</b>	
<b>TERMS</b>			
<b>Name of individual Lessee(s) or Sub lessee(s)</b>	1.		
	2.		
	3.		
<b>Telephone:</b>		<b>Cell:</b>	
<b>Email:</b>			
<b>COMMENCEMENT DATE (MMM / DD / YYYY):</b>			
<b>EXPIRY DATE (MMM / DD / YYYY):</b>			
<b>RENTAL PAYMENT AMOUNT (MMM / DD / YYYY):</b>	<b>\$</b>	<b>DUE DATE (MMM / DD / YYYY):</b>	
<b>Other Information:</b>			

1. I (We) have provided the above-designated lessee(s)/sub lessee(s) with a copy of the declaration, by-laws and rules of the Condominium Corporation.
2. I (We) acknowledge that, as required by subsection 83 (2) of the *Condominium Act, 1998*, I (We) will advise you in writing if the above-designated lease/sublease/assignment of lease is terminated.
3. I (We) hereby certify that all information given above is correct.

Dated this:		day of		,	
Print Name of Owner					
Print Name of Owner					
<i>(In the case of a corporation, affix corporate seal or add a statement that the persons signing have the authority to bind the corporation)</i>					
<b>Address:</b>					
<b>Telephone:</b>					



**FIRSTSERVICE RESIDENTIAL ONTARIO**  
 2645 Skymark Avenue, Suite 101  
 Mississauga, Ontario L4W 4H2  
 TEL: 416.293.5900  
 FAX: 416.293.5904

**FOR OFFICE USE ONLY**

CORP: TSCC 2249 UNIT \_\_\_\_\_

START DATE \_\_\_\_\_

FEEES \$ \_\_\_\_\_

ADJUSTMENT \$ \_\_\_\_\_

**PRE-AUTHORIZED PAYMENT PLAN AGREEMENT**

**AUTHORIZATION TO DRAW AND ISSUE CHEQUES FOR MONTHLY PAYMENTS**

I/WE, the undersigned hereby authorize TSCC 2249 to draw and issue cheques payable to the Corporation for payment of all monthly installments for Condominium Common Expense, Special Assessment and any other appropriate payments for \_\_\_\_\_ which become due,

Unit No.

**Banking Information**

**BRANCH TRANSIT NO:** \_\_\_\_\_ **ACCOUNT NO:** \_\_\_\_\_

I/WE, hereby authorize \_\_\_\_\_ to pay and debit my/our account noted herein

Bank Name

accordingly on my/our behalf and payable to the Corporation. The treatment of any such cheque shall be the same as if I/WE had personally signed and issued the same cheque, authorizing you to pay as indicated and to debit the amount specific to my/our account. Any delivery of this authorization to you constitutes delivery by me/us.

**Service Mailing Address**

Street: \_\_\_\_\_ City: \_\_\_\_\_

Postal Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_

Email Address \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

SIGNED AT: \_\_\_\_\_ THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

**All depositors must sign if more than one signature is required on the cheques issued against the account.**

PLEASE MAIL, FAX OR EMAIL THIS FORM AND A VOID CHEQUE TO FIRSTSERVICE RESIDENTIAL ONTARIO

2645 Skymark Avenue, Suite 101, Mississauga, Ontario L4W 4H2

FAX: 416.293.5904

EMAIL: [reception.on@fsresidential.com](mailto:reception.on@fsresidential.com)

ATTENTON: ACCOUNTS RECEIVABLE

THIRTY DAYS ADVANCE NOTIFICATION IS REQUIRED TO CANCEL THE  
 PRE-AUTHORIZED PAYMENT PLAN.

PLEASE ATTACH A BLANK "VOID" CHEQUE or DIRECT DEPOSIT FORM FROM BANK

PLEASE READ TERMS AND CONDITIONS ATTACHED

## **PRE-AUTHORIZED PAYMENTS – TERMS AND CONDITIONS**

“I (We) acknowledge that this Authorization is provided for the benefit of the Payee and (Processing Institution) in consideration of (Processing Institution) agreeing to process debits against my account in accordance with the rules of the Canadian Payments Association”.

“I (We) warrant and guarantee that all persons whose signatures are required to sign on this account have signed this agreement below”.

“This authorization may be cancelled at any time upon notice by Payor. I (We) acknowledge that, in order to revoke this authorization, I (We) must provide notice of revocation to Payee.

“I (We) acknowledge that provision and delivery of this authorization to Payee constitutes delivery by Payor to Processing Institution. Any delivery of this authorization to you constitutes delivery by Payor”.

“I (We) undertake to inform the Payee in writing of any change in the account information provided in this authorization **at least 30 days prior to the next due date of the PAP**”.

“I (We) acknowledge that the Processing Institution is not required to verify that a PAP has been issued in accordance with the particulars of the Payor’s Authorization including, but not limited to the amount”.

“I (We) acknowledge that the Processing Institution is not required to verify that any purpose of payment for which the PAP was issued has been fulfilled by the Payee as a condition to honoring a PAP issued or caused to be issued by the Payee on the Payor account”.

“Revocation of this authorization does not terminate any contract for goods or services that exists between the Payor and the Payee. The Payor’s Authorization applies only to the method of payment and does not otherwise have any bearing on the contract for goods or services exchanged”.

“A PAP may be disputed by a Payor under the following conditions:

- (1) The PAP was not drawn in accordance with the Payor’s Authorization; or
- (2) The authorization was revoked; or
- (3) Pre-notification was not received.

The Payor, in order to be reimbursed, acknowledges that a declaration to the effect that either (1), (2) or (3) took place, must be completed and presented to the branch of the processing institution holding the Payor’s account up to and including 90 calendar days in the case of a personal household PAP (or up to and including 10 business days in the case of a business PAP), after the date on which the PAP in dispute was posted to the Payor’s account.

The Payor acknowledges that a claim on the basis that the Payor’s Authorization was revoked, or any other reason, is a matter to be resolved solely between the Payee and the Payor when disputing any PAP after (90 calendar days in the case of a personal/household PAP or 10 business days in the case of a business PAP).



# **WELCOME TO WESTSIDE GALLERY LOFTS** **TSCC 2249**

## INFORMATION FOR NEW RESIDENTS

First of all we want to welcome you to your new home. Westside Gallery Lofts Phase I. (East Tower) is a part of a condominium complex of 369 residential suites located on 150 Sudbury Street. The nearest intersection is Queen Street West and Dufferin Street.

FirstService Residential Ontario is a leading condominium property management company in Ontario established in July 1998. Our company takes pride in being up-to-date we continually take advantage of the latest effective management processes, technologies and software, allowing us the time to deal with our clients and residents promptly.

Our services are centralized to ensure that our clients receive the experience of the FirstService Residential Ontario Team. At Westside Gallery Lofts we have an on-site management office located on the main floor, in the Lobby mail box area, which is staffed with a full-time The Property Manager and The Assistant Property Manager during business hours. Should you have an emergency after hours we have a live call in service to assist you. If you cannot visit us in person, we are a phone call, email or letter away. If you have a question just ask us.

Both new and experienced condominium homeowners can get overwhelmed by the documentation that they receive when they purchase their unit and the documents they receive from their lawyer at closing. We urge you to take the time to read those documents, as they are extremely important to your success as a condominium owner.

This welcome package has been designed to provide you with helpful information to get you more acquainted with the complex, to assist you with your move-in and deliveries, better understand how things run and work, and the do's and don'ts within the Westside Gallery Lofts community. For your convenience the next page contains a list of telephone numbers for easy reference. Please take some time now to read through this package and get familiar with what property management will do on your behalf, how the concierge can assist you, details regarding the amenities, common area rules, policies and procedures, and taking care of some of equipment in your suite. While we all hope they never occur we have provided you with information on how to deal with fire emergencies. Also attached are a number of forms for you to complete and return to Property Management directly or via fax 416-293-5904.

The warranty section provides a comprehensive explanation of the *Tarion Warranty Corporation* and outlines the roles of customer service and property management with respect to the various warranties provided. All warranty and service requests must be made in writing by email or written correspondence to Property Management. Service request forms are available from the Property Management office.

If you are an owner and leasing your unit please pass along this information to your tenant along with a copy of the (proposed) bylaws and rules to assist your tenant with living in their new living accommodations. If you are a tenant please ask your landlord for a copy of the (proposed) bylaws and rules.

We hope that the information enclosed will provide helpful, useful and enjoyable reading for you and we welcome you to your new home and community. If you have a question, just ask us, as we are here to assist you in making Westside Gallery Lofts an enjoyable place to live.

As Agent for and on behalf of TSCC 2249 Westside Gallery Lofts.

Djordje (George) Todorovic  
Property Manager

Fred Mucci  
Regional Director

**CONTACT INFORMATION:**

***FirstService Residential Ontario***

On-Site Office:

Manager: Djordje (George) Todorovic

Email: [george.todorovic@fsresidential.com](mailto:george.todorovic@fsresidential.com)

Assistant Property Manager: Bogdan Rajic

Email: [bogdan.raic@fsresidential.com](mailto:bogdan.raic@fsresidential.com)

Office Location: Lobby, main level

Tel: 416-533-2197 Fax: 416-293-5904

Head office:

89 Skyway Avenue, Suite 200  
Toronto ON M9W 6R4

**Emergency line: 1-855-244-8854**

Tel: 416-293-5900

Fax: 416-293-5904

Website: [www.fsresidential.com](http://www.fsresidential.com)

Site Superintendent:

Jordi, Cardoso  
Unit #111

Cell. 647-760-2046

Corporation Board:

President:

**Randy Goldman**

Treasurer:

Haris Hassan Mohammad

Secretary:

Jacqueline Edwards

Building Address:

150 Sudbury Street,  
Toronto, Ontario, M6J 3S8

Emergencies – ambulance, fire & police:

Tel: 911

Poison Control:

Tel: 416-813-5900

Crime Stoppers:

Tel: 416-222-8477

Police non-emergencies:

Tel: 416-808-2222

Toronto Hydro:

Tel: 416-542 8000

Website: [www.torontohydro.com](http://www.torontohydro.com)

City of Toronto:

Website: [www.toronto.ca](http://www.toronto.ca)

Canada Post:

Website: [www.canadapost.ca](http://www.canadapost.ca)

Rogers:

Tel: 1-866-902-9534

Website: [www.rogers.com](http://www.rogers.com)

Telus:

Tel: 416-883-3550 or 1-866-876-2489

Website: [www.telus.ca](http://www.telus.ca)

Toronto Transit Commission:

Website: [www.ttc.ca](http://www.ttc.ca)

Go Transit:

Website: [www.go transit.com](http://www.go transit.com)

Atrens Counsel Insurance Broker:

905-567-6222 Broker Tina Bajai E-Mail: [t.bajai@atrens-counsel.com](mailto:t.bajai@atrens-counsel.com)

FirstService Residential Ontario Advantage Programs:

You must mention you live in a FirstService Residential Ontario managed building

The Brick Warehouse:

Tel: Mahesh Karam 905-201-3480 or 1-866-586-9334 ext. 2310  
(home furnishings, appliances and electronics)

Two Men and A Truck – Movers:

Tel: 1-866-684-6448  
Website: [www.twomenandatruck.ca](http://www.twomenandatruck.ca)

**PROPERTY MANAGEMENT**

**FIRSTSERVICE RESIDENTIAL ONTARIO** has been retained to manage the complex. The Property Manager will deal with the day-to-day operations and condominium related concerns of the residents. Property Management is accountable to, and takes direction from the Board of Directors and is directly responsible for the maintenance, appearance and upkeep of all the Common Elements throughout the complex. The Property Manager also carries out the supervision of any on-site Assistant Property Manager, superintendent, cleaning and trade suppliers. If you experience any problems with the property or on-site personnel, please contact the Property Manager.

There is a site Property Management office that will be available during office hours 8:30 AM - 5:00 PM. To reach the assigned Property Manager, please **call 416-533-2197 or by Fax 416-293-5904**. The on-site office is located on the mainfloor, Lobby at the mailbox area.

If you have an emergency after regular business hours and require Management personnel, please contact the FirstService Residential Ontario emergency line at **1-855-244-8854** and follow the instructions. The operator will know how to contact the on call manager. For all general emergencies, please contact 911 directly. You can also contact the building superintendent at 416-533-2197 or 647-760-2046.

**Your Property Manager is Djordje (George) Todorovic**, and may be reached by phone at on-site office at **416-533-2197** by fax at 416-293-5904 or by e-mail: [george.todorovic@fsresidential.com](mailto:george.todorovic@fsresidential.com)

1. **RESIDENT INFORMATION**

It is imperative for your safety and security that anyone who has not yet done so completes a **Resident Information Form**, which supplies pertinent information to your Property Manager. It is also important that this information be kept current. For your convenience we have attached a form to this handout. We respectfully request that you complete it and return it to Management at your earliest convenience. **Please rest assured that all Resident Information is held in the strictest confidence.**

2. **TELEPHONE NUMBERS – WHOM TO CALL**

**Property Management** Monday to Friday from 8:30 a.m. to 4:30 p.m. (except public holidays) for questions, problems, clarification, etc.

**Emergencies** after business hours, call the emergency number **1-855-244-8854** and the operator will contact a Property Manager or the appropriate party.

**Move-ins, move-outs and deliveries:** All move-ins, move-outs and deliveries must be pre-booked with Property Management.

(3 hours time slots)

Monday to Friday 9:30 am - 11:30 am / 11:30 am - 1:30 pm / 1:30 pm - 3:30 p.m / 6:30 pm - 8:30pm  
Saturday 7:30 am - 9:30 am / 9:30 am - 11:30 am / 11:30 am - 1:30 pm / 1:30 pm - 3:30pm

**Booking amenities:** Contact the Property Manager to pre-book amenities i.e. multi-purpose room, guest suites, etc.

**Superintendent:** The Superintendent is available 7 days a week, 24 hours per day. Phone 647-760-2046.

**Your own repair person:** Following Registration, for anything within your suite that is not covered under the Taron warranty or part of the common areas or connected to a shared system – if unclear, please speak to the Property Manager.

**In-Suite Deficiencies:** The Urbancorp Customer Care representative can be reached at 416-928-5001 or by email [customerservice@urbancorp.com](mailto:customerservice@urbancorp.com). We recommend that you put all your concerns in writing.

**TARION:** Please contact TARION, the Ontario new home warranty program at website: [www.tarion.com](http://www.tarion.com)  
Tel: 1-877-9tarion Fax: 1-877-664-9710 All correspondence sent to Tarion must be in writing. Please note that Tarion does not accept email correspondence.

### 3. **BOARD OF DIRECTORS**

The Board of Directors is responsible for looking after the affairs of the Corporation and enforcing the Declaration, By-laws and Rules (the governing documents, along with the Condominium Act). The Board was elected at the Turnover Meeting held on October 23, 2012. Bylaw number one states that there will be three board members.

To contact the Board of Directors, please send all communication via Property Management.

### 4. **SUPERINTENDENT**

The Superintendent shall be on duty from 8:00 a.m. until 5:00 p.m. on regular scheduled days. Time off will be every weekend from Saturday at 8:a.m. until Sunday at 11 p.m. The Superintendent reports to the Property Manager.

### IN CASE OF EMERGENCIES

#### FIRE

If you discover a fire:

- The policy of the Ontario Fire Marshal's Office, and the approach widely accepted by fire departments is that the best place to be is outside the building in a fire situation.
- Leave the fire area. Take your keys.
- Close all doors behind you.
- Activate the fire alarm, use pull stations in the corridor beside the stairwell exit doors.
- Call 911. Ask for the Fire Department. Never assume that this has been done.
- Know the correct building address:  
150 Sudbury Street,  
Nearest main intersection is Queen Street West and Dufferin Street  
Use exit stairwells to leave the building immediately.
- Do not use elevators.
- Do not return to your unit until it is declared safe to do so by a fire official.
- Call FirstService Residential Ontario **the emergency line 1-855-244-8854.**
- **Persons who require evacuation by fire department personnel should provide building management staff with the following information: name, suite number, suite telephone number and type of disability. The Ontario Fire Code requires that a current list be kept available.**
- Corridors may not be obstructed in any manner at any time by doormats, boot trays, strollers, shopping carts or any other objects. Items left in the common corridor will be removed.
- Do not do or permit anything to be done in your suite, or bring in or keep anything, which will in any way create a risk of fire.
- If you accidentally burn food on your stove do not open the hall door to clear the air. It will set off the building fire alarm system and the fire department will be needlessly called out. Open your windows turn on your exhaust fan and use any other portable fans you have to exhaust the smoke from your suite.

If You Are In A Suite And Hear A Fire Alarm

- Before opening door, feel door and handle for heat. If not hot, brace yourself against door and open slightly. If you feel air pressure or hot draft, close door quickly.
- If you find no fire or smoke, take your suite keys, close the door behind you and leave by nearest stairwell.
- If there is smoke in a corridor or stairwell, consider taking a corridor to another side of building where a stairwell may be clear or return to your suite.

**If you cannot leave your suite because of fire or heavy smoke, remain in your suite and:**

- Dial 911 and ask for the Fire Department. Tell them where you are. Wave a sheet out a window to signal fire fighters.
- Keep your suite door closed.
- Unlock the door for entry by fire fighters.
- Seal all cracks where smoke can get in by using wet towels or sheets.
- Crouch low to the floor if smoke enters the room.
- Move to the balcony or most protected room and partially open the window for air. Close the window if smoke comes in.
- Wait to be rescued. Remain calm. Do not panic or jump.
- Listen for instruction or information, which may be given by authorized personnel over a loudspeaker.

If you are booking telephone and cable TV connections, please ensure that you advise them to have their technicians do their service at the building during 8:00 a.m. and 8:00 p.m. from Monday to Saturday. The Superintendent will allow these technicians access to the building's telecommunications room, but not into your suite.

5. **CLEANERS**

The Maintenance Cleaner and Cleaners are responsible for cleaning the common areas of the building.

Cleaners' Work Hours

Monday to Friday	7:30 AM - 9:00 PM
Saturday and Sunday	7:30 AM - 2:30 PM

**Please note: The Cleaners have not been retained to do any work within your suite.**

6. **MOVING AND DELIVERIES**

Except without prior written authorization of the Board of Directors, moving and deliveries shall be permitted only between the hours of 9:00 a.m. and 6:30 p.m. Monday to Saturday (except statutory holidays). You must complete an "Elevator Reservation Agreement" form, a safety deposit of \$200.00 and a service payment of \$75 payable to TSCC 2249. You must book the elevator with The Assistant Property Manager at the Management Office or via e-mail: [bogdan.raic@fsresidential.com](mailto:bogdan.raic@fsresidential.com) and phone 416-533-2197.

Moves and deliveries must be booked with the Management at least 24 hours in advance so that the elevator may be protected with moving blankets. Reservations for moving are made on first come, first serve basis. The delivery person must contact the Superintendent to have the elevator placed on service upon arrival at the site.

It shall be the responsibility of the owner through the person reserving the service elevator to notify the 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 building 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 suite and the person reserving the service elevator. The Property Manager as soon as possible following the moving shall assess the cost of repairs, which shall include the cost of any extra cleaning, or damage and the parties responsible shall be advised.

During the term of the reservation and while any exterior doors are in an open position, the owner or person reserving the service elevator shall take reasonable precautions to prevent unauthorized entry into the building. Corridors and elevator lobbies shall not be obstructed prior to, during or after the term of the reservation.

We request however, that you be considerate of your neighbors. Please ask the delivery/moving people to remove all cardboard and boxes from the site. All moving material must be broken down and deposited into the cardboard/paper-recycling bin, located in the moving room on Ground floor.

## 7. **ENTERPHONE SYSTEM**

Lobby Calls from the enterphone systems are limited to 60 Seconds and then the call is disconnected. The lobby directory panel provides the Resident's name for visitor reference. Your guest just needs to push the call button and the system will connect the visitor to the Resident. In order to allow entry, you must press # 9 on your telephone dial pad. Be sure to give your visitor your suite number, as it is not identified in the lobby. Please contact Management if your name is not properly posted on the entry board. The enter-phone systems are located in the west main entrances.

You can have a landline or cell phone entered into the enterphone system (No long distance). If you choose to use a cell number, the resident is responsible for all cellular call charges and costs, not the Condominium Corporation. You must complete a Resident Information Form to have your name and entry code listed on the enterphone system (it can be found on the countertop by mail room). Please provide the Management with your completed Form. Please contact the Management if your name is not properly posted on the enterphone system.

## 8. **VISITORS AND VISITORS' PARKING**

There are 60 designated visitor parking spaces located in the underground parking garage. Owners/Residents are not permitted to park in the designated visitor parking spaces.

If your visitors are planning to park in the underground garage or in the surface parking area, they must register with the Security Advisor Group at all times. At all times they must obtain a Visitors Parking Permit from the Security Advisor Group by going to [www.securityadvisorsgroup.com](http://www.securityadvisorsgroup.com). you can now register your visitors vehicles using the email permit system. The terms of use are the same as the voice permit system. This email permit system is an addition to the voice system, there are no extra charges and you are welcome to use whichever system is most convenient or both. The resident will phone **(416) 410 – 8764**. The message prompts the resident to leave the following information:

***Their full name***

***Their address and unit/suite number***

***Visitors vehicle license number***

***Vehicle make***

***Date of call***

***Time of call***

The permit will be valid for one day only and will only apply to visitors in visitors parking.

Visitors vehicles can be registered a maximum of **EIGHT** times per month, per plate.

All day and night parking violation patrols are in effect to ensure compliance with these rules. Non-compliance will result in vehicles being tagged with parking tickets or towed at the owner's expense. These parking tickets are issued under authority of the Parking Authority of Toronto.

## 9. **ACCESS CARDS/GARAGE REMOTES**

Each suite owner will also be supplied with two (2) fob/remote cards, which provide easy access to the exercise room, main entranceways and parking garage. Extra cards will be available for purchase from Property Management at a cost of \$60.00 (payable to TSCC 2249, shall be paid by cheque/ **money order** only).

If you lose a fob/remote card or it is broken, notify the Property Manager immediately and they will issue another one at a cost of \$60.00.

The garage door entrance is intended to allow only one vehicle entry at a time. Any driver entering behind another vehicle without using the fob/remote card runs the risk of damaging their vehicle and/or the common elements. Please use the fob/remote card at all times, even if the garage door is in the open position, in order to reset the timer and to avoid such damage.

## 10. **SUITE KEYS**

In accordance with the Declaration of your corporation all suite door keys are on one master key. The master key system allows us to gain immediate access in case of an emergency fire or flood. Prior to changing your lock please contact Property Management to ensure that your lock remains on the master system. The cost to have a lock put back on the master system, should it be required, will be at your expense. Call Peace of Mind (the locksmith) at 416 - 822 - 2209. Safety chain/double locks, etc., may not be attached to suite entry doors without the consent of the Board of Directors.

In the interest of security your suite keys cannot be duplicated without the written approval of the Property Manager. If you require an extra key to be cut please contact Management.

11. **MAIL BOX KEYS**

All residents have been supplied with two mailbox keys. They are for opening your suite's mailbox located in the lobby. It is essential that your keys be kept in a safe place. Should you lose your mailbox key, call Peace of Mind (the locksmith) at 416 - 822 - 2209 or notify Property Management. They will instruct you on how to obtain additional keys.

12. **OPENING OF SUITE DOORS**

In order for the superintendent to grant access to any individuals, whether residents or their guests, or someone serving your suite, Management requires that a waiver be signed in advance, releasing the Corporation from any liability. The waiver has been enclosed should you wish to complete it. Additional copies can be obtained from the Management Office.

13. **VACATIONS AND OTHER ABSENCES**

Please notify the Property Manager if you intend to leave your suite unattended for extended periods of time and include in the information names of people authorized to enter your suite, as well as a contact person that we could call in case of an emergency.

We also suggest that you shut off the water supply to your suite prior to leaving. The main water shut-offs are located underneath the bathroom vanities. In most cases the water supply for your entire suite can be shut off from this one location.

14. **CORPORATION DOCUMENTS**

Your legal counsel should provide you with your Declaration, By-laws and Rules when you take possession of your suite. Please contact Property Management if you do not receive a copy. Management will charge a \$20.00 per hour administration fee plus twenty-five (25) cents per photocopy for copying services. Copies can also be emailed to you. The Board of Directors is permitted to modify the rules for the Condominium and may institute new rules from time to time. You will be informed in writing if this occurs.

15. **COMMON ELEMENT ASSESSMENT PAYMENTS (CEA)**

Upon registration of the Condominium Corporation and final closing of your unit you will be advised by your lawyer to make arrangements for payment of the Common Element Assessment Fees. Common Expense Fees are due and payable by the owner to the Corporation on the first (1st) day of each month. Owners should complete the **pre-authorized debit** form supplied by your lawyer and submit to the FirstService Residential Ontario office. Instructions for use are on the form.

The Corporation will charge an owner an administration fee of \$25.00 for any returned cheques or pre-authorized debits. Pre-authorized debits are cancelled if an owner's payment is returned twice in a row. The owner is then responsible for providing guaranteed funds (certified cheque or money order) for the next six-month period to re-establish a good credit rating. At that time, the pre-authorized debit will be reinstated. Two weeks notice, prior to the first of the month, is required to start or stop a pre-authorized debit from a bank account.

When an owner fails to make their CEA payment the Corporation must take steps to enforce their lien rights as per the Condominium Act, 1998. A lien is a claim or charge against property for the payment of a debt or obligation. A lien for Common Element Assessment fees may be enforced in the same manner as a mortgage. The lien covers not only the unpaid common expenses and interest, but also "all reasonable costs, charges and expenses incurred by the Corporation in connection with the collection or attempted collection of the unpaid amount". The Corporation is obligated to send a "Notice of Lien" to all owners prior to registration of the lien. The cost to send this notice, currently \$100 plus applicable taxes is charged to the defaulting owner. To avoid any charges please make your payments as required.

16. **UTILITIES – HYDRO, GAS & WATER**

Hydro-electricity will be provided to each suite on a separate meter directly from **Toronto Hydro**. **All owners** must submit a Connection Agreement Form directly to "**Toronto Hydro**" at the time of their closing date. If you lease out your suite, the invoices will be sent to the unit owner not the tenant, unless written authorization has been given by the

owner directly to Toronto Hydro. For ideas on how to conserve energy, visit Toronto Hydro's Website: [www.torontohydro.com](http://www.torontohydro.com) Toronto Hydro can be reached at 416-542 8000, fax 416-542 3452 or 416-542 3429.

The cost of all water and gas consumed, whether on the Common Elements or individual suite is paid for by the Condominium Corporation and are "Bulk Metered".

Please do your part to help conserve energy and water. The cost of utilities represents a significant portion of the monthly Common Element Assessment Fees.

17. **COMMUNICATION**

Newsletters and bulletins are issued periodically. Check the notice board located by the mailroom. Some messages may be sent to you via FirstService Residential Ontario automated messaging system, or via email if you have allowed for that. We will be looking for ideas for newsletters and will be happy to discuss any contributions that you may have.

18. **MAIL DELIVERY**

All residents must pick up their mail from the mail box located in the mailroom on the main floor.

If you will be away for extended periods of time please contact Canada Post directly to hold your mail.

19. **WASTE MANAGEMENT: GARBAGE/RECYCLING/ORGANICS**

We request that you be considerate of your neighbors, and only use the waste management chute between the hours of 8:00 a.m. and 10:00 p.m. Your waste management systems is equipped with a bi-sorter. There are two chutes located in each chute room – one for household waste and organics, and one for recycling. Please ensure you push your bags/items/materials completely down the chute. Do not leave any materials on the chute room floor.

Please note that the waste management chute is only about two feet wide, so please do not put oversize items into it or else the system will back up. Cleaning of the chute is time consuming and can be expensive. If it is proven that garbage from your suite clogs the chute, your suite may be charged the repair costs.

**DO NOT put large pieces of cardboard or bags into the chute, as it is possible to cause a blockage.** Kindly take the material down to the recycling room located on ground floor and manually dispose of it in the appropriate bin. Cardboard boxes must be broken down prior to disposal.

All large items for disposal must be discussed with the Property Manager prior to disposal.

No resident shall permit any burning material, including burning cigarettes, cigars, or other ignited material to be deposited in the waste management chute or waste management bins.

For residents living on the first floor, waste, recycling and organic materials must be taken directly to the waste management room located on the first level.

Please refer to instructions posted in the chute rooms, and for more details you can visit the City of Toronto's website regarding waste management: [www.toronto.ca/garbage](http://www.toronto.ca/garbage)

20. **PARKING**

We would like to remind you to lock your vehicle at all times and avoid leaving valuables inside. When entering or leaving the premises, please operate your vehicle at a speed not in excess of 10 Km per hour and adhere to all posted signs. **Residents are allowed to park in their own parking unit/s only.** Please ensure you are parked in the correct numbered unit. The units are marked in accordance with the legal description.

Vehicles parked in unauthorized units will be ticketed and/or towed at the owner's expense. Please ensure the management office has your correct license plate number. Parking will be strictly enforced. In the event that you are unable to park in your designated spot for whatever reason, please contact the management office for an alternative parking arrangement. Do not park in another unit. **Parking tickets will not be reimbursed or cancelled.**

## 21. **PARKING GARAGE**

A sealant is installed on the garage floor, which prevents water and road salt, brought into the garage on vehicles, from penetrating into the cement. These contaminants can cause structural damage to the garage floor and foundation.

If oil leaks or spills of any kind occur, please clean them with soap and water or place an absorbent material on the spot to soak up the spill and clean the area at a later date. Leaks left for any lengthy period of time may result in damage to the garage surface. It is the financial responsibility of the owner of the parking unit to return this surface to its original condition. Repairs to the membrane are expensive and a few minutes of your time could avoid this unnecessary expense.

Vehicle repairs, oil changes and storage of non-functional vehicles or other items are not permitted in the parking units. Parking units are for vehicles only and are not to be used for storage of any other articles. Items left in the garage will be removed and may be discarded without notice.

## 22. **BICYCLES**

Bicycles should be stored in your personal bicycle storage unit (P2 level). Please do not bring bicycles through the lobby or onto the elevators.

There is a visitor's bicycle storage area located on the west side of the building.

## 23. **IN-SUITE AIR CONDITIONING AND HEATING – FAN COIL UNITS**



### **Fan Coil Functioning – How the System Works:**

Hot water or chilled water is supplied to each fan coil unit from a central source, (Boiler in winter and Chiller in Summer). The water circulates through the coil and air is drawn through the return air opening at the bottom of the unit. The air is then blown over the coil and discharged through grilles or ducts at the top of the unit.

The unit can only provide cooling when the Chiller is in operation and heating when the Boiler is fired. An aquastat in the unit senses the water temperature and will only allow the thermostat to function in a mode compatible with the water temperature.

Whether the main system is full of hot or chilled water is a decision made by Property Management and the Board of Directors – it takes about 3 days to switch between heating and cooling and vice versa.

All units have energy efficient three speed motors. The high and medium speeds are generally used for short periods to provide a rapid change in room temperature. For most of the time the unit will operate at low speed, the constant air motion will help to create an even temperature throughout the space served.

The thermostat controls the room temperature by opening and closing the motorized valve and (in the auto mode) the fan operation. When the switch on the thermostat is in the ON position, the fan will run continuously and only the motorized valve will open and close to control the room temperature.

With the switch in the AUTO position, the fan will start and stop when the thermostat calls for heating or cooling, at the same time the motorized valve will open to allow flow through the coil. The fan stops and the motorized valve closes when the thermostat reaches its' set point.

In late spring, your suite may be kept cooler by closing your blinds or drapes, opening the windows slightly and turning on the bathroom and kitchen fan. Also, turning off lighting not required and minimizing baking, boiling and frying foods can reduce heat build-up. A microwave oven produces less heat than a stove.

### **Protect Your Investment -Fan Coil Maintenance**

The fan coil unit is the owner's responsibility. The owner should hire a technician to change all fan coil air filters, clean the unit inside, check the condensation drip tray and drain hose, check the operation of your compressor and do necessary adjustments. It is absolutely essential that your fan coil unit be maintained properly throughout the year. If not maintained properly, damages can be caused, not only to your suite, but also to adjoining suites, which would be your financial responsibility to repair.

The polyester medium filter (mounted behind the inlet grille) should be checked monthly and replaced if dirty. The clogged filter will restrict airflow and reduce the efficiency of the unit.

The corporation may make provision in its annual budget (once or twice a year i.e. spring, fall) for maintenance and repair of the heating system, servicing each unit, including the replacement of air filters, whereupon such costs shall be allocated as part of the common expenses. If this change occurs you will be notified by Property Manager. If this does occur please make sure to make the fan coil units accessible when the service is scheduled. This means that any furniture in the way should be moved. Your suite will be entered using the Master Key and security or an agent of the corporation will accompany the contractor performing the service.

### **Filters**

A maintenance program will be put into place to change the filters twice a year (If The Board approves). Please ensure that you do not put used filters down the waste management chutes, they must be taken to the waste management room located on the P1 floor.

### **Thermostats**

Most people are unaware that they can damage their heat pump systems by improperly using their thermostats.

The first rule of thermostat use is to never adjust the temperature on the thermostat, up or down, unless the system switch on the thermostat is in the OFF position. Anytime you find it necessary to adjust your thermostat please follow these steps:

- a) Switch system to the off position.
- b) Make the necessary temperature adjustment.
- c) Wait at least two (2) minutes.
- d) Set the switch to the Heat or Cool position.

Failure to follow this procedure can short cycle the compressor. Short cycling can blow fuses, trip circuit breakers and if done often enough, can (and eventually will) destroy the compressor.

### 24. **WEATHER-STRIPPING**

The building has been engineered to have fresh air provided from the halls. **Do not install weather-stripping on the entrance door.** It can cause condensation, which deteriorates drywall and wood sills and creates mould that typically appears in the corners of drywall and on window surfaces.

### 25. **IN-SUITE ALARMS**

It is the responsibility of the resident to pay for in-suite alarm protection. Residents may contact the Property Manager to obtain the information on the in-suite security company to contact. Should you install a in-suite security please advise the Property Management office.

### 26. **IN-SUITE LAUNDRY**



The lint trap in your machine should be cleaned after each load. There is another built-in lint trap to be serviced and it is located in the exhaust duct, ahead of the exhaust fan. This built-in trap has been installed to reduce the chance of escaping lint fouling the exhaust system.

To avoid blocked ducts, humidity problems and slow drying clothes, clear this trap after every load. Ensure that the washer drain hose is correctly inserted into the drainpipe before using the machine. Inspect washer hoses on a regular basis.

Make sure you turn hot and cold-water valves off when leaving your home for an extended period of time.

### 27. **IN-SUITE ELECTRICAL**



Your electrical panel circuit breakers are generally located in the main hallway of your suite. The main breaker that supplies electricity to your in-suite panel is located in a corridor electrical room. It is unusual for this breaker to trip. If this breaker trips your suite would be totally without power. If your suite is totally without power please check to see if the power supply to the building has failed. If other neighbours have lost power or the emergency hall lights are on then the

building has lost power. If unable to determine the problem, please contact the Property Manager to investigate for you or to advise you.

Suite Electrical Failure: Each breaker is identified for its general purpose. In the case of electrical failure, first check this panel for a “tripped” breaker in the “off” position. To reset, push the breaker all the way “off” and then “on”. Please Note: have a qualified Electrician perform any electrical work.

#### 28. IN-SUITE WATER SHUT OFF VALVES



Your suite valves are generally located in the vanity cabinet of your bathroom. Please familiarize yourself with the location of these shut off valves. Ensure that these shut off valves are always accessible. If you are doing any plumbing modifications please remember that PVC piping is not permitted.

#### 29. WATER LEAKS

In order to avoid possible water damage to the floor below, spills should be mopped up immediately and leaks repaired promptly. Should your taps be leaking, we urge you to repair them immediately as wasted water will increase our utility consumption and cost extra money. Should you experience a toilet overflow or leak of any kind, or if you see water entering your suite, we ask that you contact Property Management immediately. This way damage can be kept to a minimum.

#### 30. CORRIDORS, DOORS AND SUITE DOORS

Corridors may not be obstructed in any manner at any time by doormats, boot trays, strollers, shopping carts or any other objects. Items left in the common corridor will be removed.

Do not fix anything to a suite door e.g., door knockers, signs and decorations. You will be asked to remove these items or these items will be removed.

Doorknockers, seasonal decorations or signs on unit doors are not permitted. The suite doorways are a part of the common elements of the condominium corporation.

#### 31. NOISE

All residents and their guests are requested to have consideration for their neighbours on all sides. Loud music, boisterous parties in overcrowded suites, uncarpeted floors, obnoxious conduct or an unwillingness to restrict such behaviour will result in action being taken by Property Management to obtain compliance. Please remember that you are living in a building with other people. Bumping, banging or drilling on walls or floors especially non-carpeted floors will inconvenience your neighbours. Do not let your suite door slam when closing. Please consider others when entertaining. Should someone show a complete lack of consideration of your right to peace and quiet, please put your complaint in writing to the Management. In emergency situations, call the Police directly and advise Property Management thereafter.

#### 32. MAINTENANCE/REPAIRS

All unit maintenance is the owner's responsibility; if you require maintenance work, please feel free to contact the contractor of your choice. If you would like to be referred to someone Property Management would be pleased to provide you with names and numbers of trade's people we have had favorable experiences with in the past.

#### 33. LOCKERS

Ensure that all articles stored in lockers are kept within the space you have purchased. **Remember that you have purchased the locker space itself and not the area above or around the enclosure.** We encourage you to ensure that all items located within the locker room are kept elevated from the floor and/or have all items placed under a plastic cover. The condominium corporation is not responsible for any items that are damaged as a result of water leakage. Stored items should be appropriately insured. The corporation is not responsible for any lost or stolen items.

Storage of gasoline, propane or any other combustible materials is not permitted.

34. **SOLICITING**

No business solicitation or canvassing is permitted, other than for political elections, within this condominium. Please contact the management office should a canvasser bother you.

35. **BALCONIES, TERRACES AND WINDOWS**

No awnings or shades may be erected over or outside of the windows, balconies or terraces. Nothing may be placed on the outside of the windowsills or projections of any suite. Nothing may be thrown out of the windows or doors of the building or from the balcony or terraces. No mops or brooms, bedding etc. shall be shaken from any window or door.

Seasonal furniture is permitted on the balcony/terraces provided that it does not exceed the recommended weight restriction and must be removed and stored during the winter months.

Seasonal plants are permitted provided that they are contained in planters with drainage trays. For safety reasons hanging planters, and planters which over hang the balcony/terrace railing to the exterior are not permitted.

No lights are permitted to be strung or affixed the exterior walls of your balcony/terrace or railings.

Residents require the approval from the Corporation's Board of Directors if they wish to install carpeting or tile on their balcony/terrace.

Residents are not permitted to throw items over their balcony/terrace, such as, cigarette butts, pop cans, garbage, etc. Throwing cigarette butts over your balcony/terrace is a fire hazard.

The procedure for washing your balcony/terrace is with a damp mop only. No water is permitted to overflow from your balcony as it may cause damages to and inconvenience the neighbors below you.

Residents are responsible for cleaning their accessible exterior windows and the interior side of the glass panels on their balcony/terrace railings. The corporation will be arranging for non-accessible exterior windows to be cleaned. Notice will be sent to residents when this work will be performed. The contractor will have to enter those suites that have roof anchors on their balcony/terrace so that they can clean the exterior windows below. If the resident is not at home, then the Property Manager will arrange for the superintendent and/or cleaner to allow the approved contractor access to your suite to do the work required.

36. **SATELLITE DISHES**

The Condominium Declaration prohibits the installation of any antenna, aerial, satellite dish or similar structure.

37. **AMENITIES – INDOOR AND OUTDOOR**

It is understood that use all of the amenities is done so at your own risk. The amenities are strictly non-smoking areas. All rules ours of operation pertaining to these facilities must be honored. Please follow the rules that are posted in all of the amenity areas. Hours are subject to change. At selected times the amenities will be closed for cleaning and maintenance, check the notice board for updates.

Paid-for events and/or parties (namely events/parties that require the selling of tickets) are strictly prohibited.

Selected amenities can be pre-booked with the Property Manager. The Property Manager will provide you with forms to complete. Deposits and usage/cleaning fees will be required for all bookings.

The Board of Directors reserves the right to permit exclusive use of the any or all of the amenities for in-house activities for the benefit of all residents.

**1 LEVEL**

Guest Suites (112-113)

Check-in: 3:00 p.m. until 10:00 p.m.

Check-out: by 11:00 a.m.

Can be booked via Management Agreement Form

Security Deposit required \$250.00

Daily Usage Fee is \$65 (payable by cheque only)

**P1 Level**

Guest washroom

Hours: 24/7

Multi Purpose Room

Hours: 11 a.m.- 1 a.m. \$55 rental fee and \$250 deposit

Exercise Fitness Room

Hours: 6:00 a.m. to 11:50 p.m.

Pool (Indoor)

Hours: 7:30 a.m. to 11:59 p.m.

**P2 LEVEL**

Bike room

Hours: 24/7

38. **GENERAL**

Smoking is not permitted in the common areas of the building. Also, the consumption of food and beverages is not allowed in the common areas of the building, including, but not limited to, corridors, stairwells, lobby and elevators. Food and beverages are only permitted in the multi-purpose room and outdoor terrace only during an approved function.

Proper footwear and clothing must be worn in the common areas of the building at all times.

39. **INSURANCE**

The Corporation's Insurance does not cover a number of items within your suite or your personal belongings. We recommend all owners obtain insurance as follows: \$1,000,000 liability insurance, content insurance, betterments and improvements insurance, and loss assessment insurance including insurance deductible coverage.

**The suite owner may be held responsible for the Corporation's deductible.** Should the claim be below the deductible amount, the owner is responsible for the entire cost. Ensure that you are carrying the appropriate coverage for condominium living.

We suggest that after settling in you take an inventory of all your contents, and if possible, videotape the items. If anything is lost or damaged, it is difficult to convince your insurance company of the value. Pictures say a thousand words.

On a lighter note we would like to advise you that because you live in this building, some insurance companies offer discounts as a result of the security systems, fire alarm system. All you are required to do to obtain these discounts is ask.

40. **LEASING OF UNITS** – The Condominium Act, 1998 - **Section 83**

The owner of a unit who leases the unit or renewal a lease of the unit shall, within 30 days of entering into the lease or the renewal, as the case may be, notify the corporation that the unit is leased, provide the corporation with the lessee's name, the owner's address and a copy of the lease or renewal or a summary of it in the form prescribed by the Minister; and provide the lessee with a copy of the declaration, by-laws and rules of the corporation. If a lease of a unit is terminated and not renewed, the owner of the unit shall notify the corporation in writing. A corporation shall maintain a record of the notices it receives under this section.

Please complete **the Form 5 "Summary of Lease or Renewal"**, a copy of which is attached to this package. Please remit the form to the Property Manager.

A Resident Information Form must also be completed and remitted to the Property Manager.

41. **PETS**

**Residents must register their household domestic pets with Property Management.** Pet owners are not allowed to walk their pets unleashed anywhere upon the common elements. Pet owners must walk their pets somewhere other than the Condominium property and we ask that you please clean up after them. Pets are not permitted to be exercised in the lobbies, corridors, stairways, patios, garages or any other portion of the Common elements within the building.

**As per Building Declaration, it is allowed only one dog per unit not exceeding 30 pounds. (page 15 of the Declaration)**

All damages caused by a pet to the building, floors, walls, trims, tiles, carpeting, stairs or any other portion of the common elements are the responsibility of the owner of the suite and the owner must fully reimburse the Corporation for the cost of the repair, replacement or renovation.

#### 42. **IN-SUITE ANNUAL LIFE SAFETY INSPECTIONS: FIRE EQUIPMENT & ROOF ANCHORS**

Once a year, the corporation does an annual inspection of your in-suite fire and life safety equipment. Residents will be provided with notice as to when this work will be done via Property Management. If the resident is not at home, then the Property Manager will arrange for the Superintendent, and/or cleaner to allow the approved contractor access to your suite to do the inspections. Any suite specific deficiencies will be charged back to your suite.

Tampering with the life and safety equipment in your suite or in any part of the building can endanger yourself and other residents of the building. Anyone found tampering with the life and safety equipment could be formally charged and/or fined. As well as the cost of any repairs made necessary by such tampering will be borne by the owner.

Once a year, the corporation does an annual inspection of roof anchors. If you have a roof anchor on your terrace a technician will go through your suite to do the inspections. Residents will be provided with notice as to when this work will be done via Property Management.

#### 43. **EMERGENCY PROCEDURES**

For ambulance, fire or police emergencies: call 911

When calling outside services, use the appropriate address:

150 Sudbury Street, Unit ..... (Please add your unit number), Toronto, Ontario, M6J 3S8  
(Closest Intersection) West of Lisgar Street, South of Gladstone.

#### 44. **FIRE SAFETY**

This section outlines procedures and responsibilities for Residents and building personnel in a "fire emergency". The safe and orderly evacuation of all personnel in the building is of paramount importance. The following procedures are intended to achieve this goal in the event of a crisis, not only from fire, but also from any other physical emergency. The complete *co-operation* of each person is required if the plan is to be successful. There are smoke alarms, heat detectors and a carbon monoxide detector located in your suite.

You are reminded not to do or permit anything to be done in the unit, or bring or keep anything therein which will in any way create a risk of fire. For safety reasons, only artificial, non-combustible Christmas Trees are permitted.

**Persons who require special assistance if evacuation becomes necessary should complete a Special Assistance Information Form and submit it to Property Management. The Corporation is required by law to keep a current list available.**

##### **IF YOU DISCOVER A FIRE**

- Leave the fire area and take your keys.
- Close all doors behind you.
- Activate the fire alarm by using the pull stations.
- Telephone 911 and ask for the Fire Department. Never assume that this has been done. Know and give the correct address and location of the fire in the building.
- Use exit stairwells to leave the building immediately.

##### **DO NOT USE ELEVATORS**

- Do not return until it is declared safe to do so by a fire official.

##### **IF YOU ARE IN A SUITE AND FIRE ALARM IS HEARD**

- Before opening door, feel the door and handle for heat. If not hot, brace yourself against door and open slightly. If you feel air pressure or hot draft, close the door quickly.

- If you find no fire or smoke in the corridor, take your suite keys, close the door behind you and leave by the nearest stairwell.
- If you encounter smoke in the corridor or stairwell, consider taking the corridor on other side of building, where the stairwell may be clear of smoke, or return to your suite.

**IF YOU CANNOT LEAVE YOUR SUITE BECAUSE OF FIRE OR HEAVY SMOKE, REMAIN IN YOUR UNIT AND:**

- Close the door.
- Unlock door for possible entry of fire fighters.
- Dial 911 and ask for the Fire Department. Tell them where you are, and then signal to Fire Fighters by waving a sheet out the window.
- Seal all cracks where smoke can get in by using wet towels or sheets.
- Crouch low to the floor if smoke enters the room.
- Move to the most protected room and partially open the window for air. Close the window if smoke comes in.
- Wait to be rescued. Remain calm.
- Listen for instruction or information, which may be given by authorized personnel over the loudspeaker.

**FIRE EXTINGUISHER, CONTROL AND CONFINEMENT**

In the event that a small fire cannot be extinguished with the use of a portable fire extinguisher or the smoke presents a hazard to the operator, then the door to the area should be closed to confine and contain the fire. Leave the fire area, ensure the Fire Department has been notified and wait for the Fire Department. Once the pull station has been activated the nature and location of the alarm is automatically indicated on a fire alarm/enunciator panel, located in the main entrance foyer.

**FIRE HOSE CABINETS AND EXTINGUISHERS**

Fire hose cabinets are strategically located on each floor and in the underground garage. Additional fire extinguishers may be found in the mechanical areas.

**ELEVATORS**

The elevators have a backup system in case of a power failure. The elevators will return to the ground floor automatically. There are telephones in the elevators that are connected to the fire control room in your building. If you require assistance the elevator phone is there for your assistance.

**IN GENERAL, OCCUPANTS ARE ADVISED TO:**

- Know where the alarm pull stations and exits are located.
- Call 911; ask for the Fire Department immediately whenever you need assistance.
- Know the correct building address and where you are located in the building.

**DO I LEAVE THE BUILDING TO SAFETY OR IS IT SAFER TO STAY WHERE I AM?**

The policy of the Ontario Fire Marshal's Office, and the approach widely accepted by the Fire Departments is that the best place to be in a fire is outside the building. If you choose to leave the building, do so as soon as possible. When you hear a fire alarm, you should make up your mind right away whether to leave the suite or stay. Leaving later may create problems for you because smoke, which contains poisonous gases, may have filled the corridor or the stairwell.

**NOTE THAT SMOKE DETECTORS IN YOUR SUITE DO NOT ACTIVATE THE FIRE ALARM SYSTEM HOWEVER; UNDER SEVERE HEAT CONDITIONS THE HEAT DETECTORS WILL SEND A SIGNAL TO THE MAIN FIRE PANEL AND SOUND AN ALARM.**

**FIRE HAZARD**

In order to avoid hazards in the building, occupants are advised to:

- Not store propane, gasoline or any other combustible material in your locker/suite or on your balcony.
- Not put burning materials, such as cigarettes and ashes into garbage chutes.
- Not dispose of flammable liquids in the garbage chutes.
- Never force cartons, coat hangers, and bundles of paper into chute because it may become blocked.
- Avoid unsafe cooking practices, (deep fat frying, too much heat, unattended stoves, loosely hanging sleeves).
- Not use unsafe electrical appliances, frayed extension cords, over-loaded outlets or lamp wire for permanent wiring.
- Avoid careless smoking, use ashtrays, and never smoke in bed.
- Not leave articles, such as shoes, rubbers, mats, strollers etc., in the building halls.
- Disposal of hot items in the garbage may result in fire. Please ensure when depositing items in your garbage pail that they are properly cooled.

## **EVACUATION PROCEDURES FOR PERSONS REQUIRING SPECIAL ASSISTANCE**

If you are a person who may require special assistance during an emergency please ensure that you fill in the attached Special Assistance Form and drop it off at the Site Management Office or fax it to the Property Management Office.

## **FAMILY EMERGENCY PREPAREDNESS PLAN**

Please enjoy this guide with FIRSTSERVICE RESIDENTIAL ONTARIO compliments. Although this guide is meant to be informative, helpful and interesting, it is not intended to be the final authority. Boards of Directors/Building Owners and their residents should be prepared to seek expert advice or opinions in the appropriate areas.

### **Preparing Your Family Emergency Preparedness Plan**

Disaster can strike quickly and without warning. It can force you to evacuate your neighborhood or confine you to your home. What would you do if basic services-water, gas, electricity or telephone-were cut off? Local officials and relief workers will be on the scene after a disaster, but they cannot reach everyone right away.

Families can and do cope with disaster by preparing in advance and working together as a team. Follow the steps listed in the plan below to create your family's disaster plan. Knowing what to do is your best protection and your responsibility.

### **Find Out What Could Happen To You**

Contact your local Red Cross chapter or emergency management office **1-855-244-8854**, and be prepared to take notes on the following:

- Ask what types of disasters are most likely to happen. Request information on how to prepare for each.
- Learn about your building's warning signals i.e. fire alarm: what they sound like and what you should do when you hear them.
- Ask about animal care after a disaster. Animals may not be allowed inside emergency shelters due to health regulations.
- Find out how to help elderly or disabled persons, if needed.
- Next, find out about the disaster plans at your workplace, your children's school or daycare center and other places where your family spends time.

### **Create a Disaster Plan**

- Meet with your family and discuss why you need to prepare for disaster. Explain the dangers of fire, severe weather and earthquakes to children. Plan to share responsibilities and work together as a team.
- Discuss the types of disasters that are most likely to happen. Explain what to do in each case.
- Pick two places to meet:
  1. Right outside your building in case of a sudden emergency, like a fire.
  2. Some other known place in case you can't return to your building. Everyone must know the address and phone number.
- Ask an out-of-province friend to be your *family contact* after a disaster. It's often easier to call long distance. Other family members should call this person and tell them where they are. Everyone must know your contact's phone number.
- Discuss what to do in an evacuation. Plan how to care for your pets.

### **Complete This Checklist**

- Post emergency telephone numbers by your phones (fire, police, ambulance, etc.)
- Teach children how and when to call 9-1-1.
- Determine the closest exit route and post the fire safety plan on the inside of suite door for quick reference.
- Teach each family member how to use the fire extinguisher (ABC type) and show them where it's kept.
- Show responsible family member how to turn off water, gas and electricity at the main switches. (townhouses only)
- Conduct a home hazard hunt. During a disaster, ordinary objects in your home can cause injury or damage. Anything that can move, fall, break or cause a fire is a home hazard. For example, a lamp or a bookshelf can fall. Inspect your home at least once a year and fix potential hazards. *Contact your local fire department to learn about home fire hazards.*
- Stock emergency supplies and assemble a Disaster Supplies Kit.
- Take a Red Cross first aid and CPR class.
- Find the safe spots in your suite for each type of disaster.
- Check if you have adequate insurance coverage.

### **Practice and Maintain Your Plan**

- Quiz your family every six months so they remember what to do.
- Conduct quarterly fire and emergency evacuation drills.
- Replace stored water every three months and stored food every six months.
- Test and recharge your fire extinguisher(s) according to manufacturer's instructions.
- Test your smoke detectors monthly.
- Test your carbon monoxide detectors monthly.

### **The following information will help you with your plan:**

#### **Emergency Supply Kit**

Keep enough supplies to meet your needs for at least three days. Store these supplies in sturdy, easy-to-carry containers such as back-packs, duffel bags or covered trash containers.

Include:

- A three-day supply of water (one gallon per person per day) and food that won't spoil.
- One change of clothing and footwear per person, and one blanket or sleeping bag per person.
- A first aid kit that includes your family's prescription medications. Ensure that family prescriptions are kept separate and out of the reach of children.
- Emergency tools including a battery-powered radio, flashlight and plenty of extra batteries.
- An extra set of car keys and a credit card, cash or traveler's cheques.
- Sanitation supplies.
- Special items for infant, elderly or disabled family members.
- An extra pair of glasses.
- Keep important family documents in a waterproof container. Keep a smaller kit in the trunk of your car.

#### **Utilities Shut-Off**

Locate the electric breaker panel in your suite, water shut off valves and any hose bibs on terraces and natural gas release for your barbecue. Learn how and when to turn these utilities off. Teach all responsible family members. Keep necessary tools near gas and water shut-off valves.

#### **Evacuation**

Evacuate building immediately if told to do so: see Fire Safety Plan for detailed instructions.

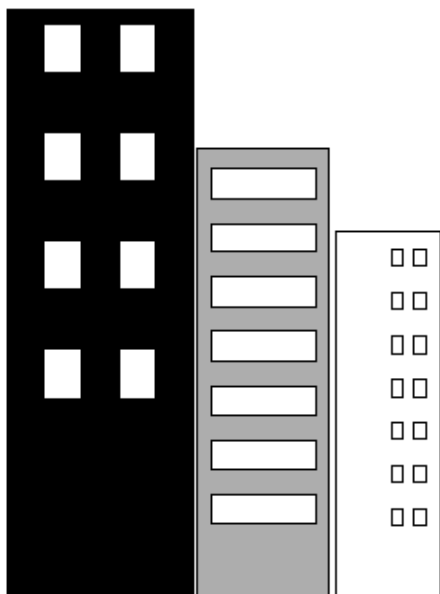
For major disasters:

- Listen to your battery-powered radio and follow the instructions of local emergency officials.
- Wear protective clothing and sturdy shoes.
- Take your Emergency Supply Kit.
- Lock your home.
- Use travel routes specified by local authorities; don't use shortcuts because certain areas may be impassable or dangerous.

If you're sure you have time:

- Post a note telling others when you left and where you are going.
- Make arrangements for your pet.

## Fire In Your Residential Building



***To Go??***  
 or  
***To Stay??***

### Your safety depends on the right decision.

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

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

### Which is correct?

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

### When should I go?

Evacuation is appropriate under any of the following conditions:

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

**B: When the fire is in your suite.** You are in immediate danger and should ensure that everyone who is in your suite leaves with you. If you have physical limitations, plan ahead to ensure that you can get the assistance you need to evacuate quickly. Close the suite door behind you. Activate the fire alarm system and warn other residents located on your floor as you exit the building. Call the fire department when it is safe to do so.

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

### **When should I stay in the suite?**

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

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

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

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

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

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

Become familiar with the fire safety features provided in your building. For example, the effects of fire will be significantly reduced in a fully sprinklered building. This is an important consideration if you are unable to use stairs to evacuate the building during a fire emergency (e.g. physical disabilities, medical condition, etc.) or where the fire department has limited capacity to carry out rescue. Learn the location of the exit stairways and practice using them. Know which floors you can use to cross from one stairway to another. Familiarize yourself with the fire alarm signal. Identify the location of fire alarm manual pull stations and read the instructions about how to operate them. If your building has a voice communication system, learn how it will be used by supervisory staff during an emergency. Get a copy of the fire emergency procedures from your building management and read them carefully. They may also be able to provide you with other important information. Keep this material in a prominent place and review it periodically. Contact your fire department for more information or to request a fire safety presentation for all residents.

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

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

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

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

- Use duct tape (masking tape may also be effective) to seal cracks around the door to your suite and place wet towels at the bottom. Seal vents, air ducts and other areas where smoke is entering the suite in the same manner.
- If smoke is worse in one room (e.g. bathroom), close the door and seal off the room with tape and wet towels as noted above.

- If the suite fills with smoke, move to the balcony (if you have one) and close the doors behind you. Take a cordless or cellular phone with you if available. Call the fire emergency number and provide details of your situation. Also, take warm clothes or blankets if the weather is cold.
- If you do not have a balcony, go to the most smoke-free room, close the door and seal it with tape and towels. Open the window for fresh air but be prepared to close it again if this makes the conditions worse. Never break the window to get fresh air or you will not be able to seal it off if conditions change.
- Keep low to the floor where the air is cleaner.

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

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

Experience shows that people who evacuate in the early stages of a fire can safely reach the outside. Most people die because they attempt to leave the building through smoke-filled corridors and stairs in the advanced stages of a fire. Although the conditions are different for each fire, this could occur as early as 10 minutes after the start of the fire. If you made the decision to stay in the suite during the fire emergency, do not change your mind and attempt to evacuate later. Please refer to item No. 1 for details of when evacuation is and is not appropriate. If you encounter smoke during evacuation, look for an alternate route that is clear of smoke, return to your suite or seek refuge with other occupants on the nearest floor. Do not use the elevator for evacuation (except under direction of the fire department) and never go to the roof since it is not designed as an exit.

## 6 What else should I know?

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

## 7 Where can I get more information?

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

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

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

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westside gallery lofts

**TSCC 2249 (WESTSIDE GALLERY LOFTS I)**

**PERSONS REQUIRING SPECIAL ASSISTANCE INFORMATION FORM**

Please Complete and Return this Form to Property Management as soon as possible.

NAME: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

UNIT/SUITE #: \_\_\_\_\_

As required in the condominium corporation's Fire Safety Plan, and in order to ensure the safety of all residents during any emergency in the Building or at this Site, we are asking for your co-operation.

If you have any person residing in your unit/suite who would require special assistance during evacuation or any emergency, please fill in the information on this form below.

All information received is kept in strict confidence and used only by authorized persons in case of an emergency.

Brief description (i.e. difficulty walking, special breathing apparatus, bedridden, sprains/fractures, hearing/visually impaired). Please print.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date Completed \_\_\_\_\_ Resident Signature \_\_\_\_\_

Please Complete and Return this Form to FirstService Residential- Fax to: 416-293-5904  
Or, mail to FirstService Residential, 89 Skyway Avenue, Suite 200, Toronto ON M9W 6R4

Toronto Hydro-Electric System Limited  
5800 Yonge Street Telephone: 416-542-8000  
Toronto, Ontario Facsimile: 416-542-3429  
M2M 3T3 www.torontohydro.com



**Please fill out this information in full:**

**ATT: Maria D’Orazio – Accounts Receivable**

**New Customer Information<sup>1</sup>**

**Property Owner / Landlord Information**

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

**Service Address:** \_\_\_\_\_ **Suite #** \_\_\_\_\_

**Occupancy date:** \_\_\_\_\_

**Residence Telephone #:** \_\_\_\_\_

**Cell #:** \_\_\_\_\_

**Business Telephone #:** \_\_\_\_\_

**Fax #:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Employer:** \_\_\_\_\_

**Driver’s License #:** \_\_\_\_\_

**Date Of Birth (dd/mm/yy):** \_\_\_\_\_

**Previous Address:** \_\_\_\_\_

**Customer Signature:** \_\_\_\_\_

<sup>1</sup> Please refer to our Privacy Policy at [www.torontohydro.com/electricsystem/privacypolicy](http://www.torontohydro.com/electricsystem/privacypolicy) for more information regarding our use of your personal information.

**I ACCEPT SERVICE**  (Please Check)

I hereby authorize Toronto Hydro to bill me for the service in-between tenants at the above property or properties. This means that I agree to accept paying for continued service to these rental properties until a new account holder assumes responsibility.

By accepting service, I understand that:

- No set-up fee and no deposit charge will apply.

**Mailing Address:**

---

**Owner/Landlord/Property Management's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**I DO NOT ACCEPT SERVICE**  (Please Check)

I do not consent to being billed for my tenanted property or properties when there is no active account holder at the property or properties. Therefore, I accept that the service at the above property or properties will be disconnected when there is no active account holder.

I understand that:

- Toronto Hydro will not be held responsible for any liability or damage, which may occur as a result of the service being disconnected. (E.g. pipes freezing, food spoiling, etc...)
- If the service is disconnected for six months or longer, or if any changes are made to the wiring, an Electrical Safety Authority inspection will be required prior to reconnection.
- Reconnection charges may apply.

**\*\* If we do not receive your election within 10 days of the date of this letter, you will be deemed to have elected not to accept service. \*\***

If you have any questions, please call our Customer Care Department at (416) 542- 8000, 8 a.m. to 4:30 p.m., Monday through Friday (excluding statutory holidays).

**Owner/Landlord/Property Management's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Please ensure this form is completed; if you have any question or concerns please contact Maria D'Orazio – Accounts Receivable Phone:416-542-3100 ext. 50037 or e-mail: mdorazio@torontohydro.com**

**Thank you,  
Toronto Hydro-Electric System Limited**

The 'Personal Information Protection and Electronic Documents Act' came into effect January 1, 2004 for all provincially-regulated businesses. This new federal law now applies to all personal information collected, used or disclosed by all private sector companies in the course of doing business with their customers.

We recognize that your information is private. We have developed a Privacy Policy for Toronto Hydro-Electric System Limited (THESL), in compliance with the new law, that governs our collection, use disclosure and protection of your personal information.

You can access our Privacy Policy at [www.torontohydro.com/electricsystem/privacypolicy](http://www.torontohydro.com/electricsystem/privacypolicy) or you can call us at 416-542-8000 to request a copy of this policy. We are committed to protecting your privacy and would like to take this opportunity to inform you about the personal information we collect, how it is used, how we protect your confidentiality and your rights with respect to this information.

**What is this information used for?**

- To identify or contact customers, respond to customer inquiries and otherwise maintain business relations with customers.
- To deliver and maintain electricity service.
- To bill and collect payment
- To establish credit worthiness.
- To sign up for pre-authorized payment.
- For legal, regulatory and electricity market operation requirements.
- To help prevent or investigate fraud, theft of power or other breaches of the law.
- To provide customers with information about THESL services, the electricity industry and rates.
- To request customer participation in surveys or contests.
- To notify customers about events or causes sponsored by THESL or its parent company, Toronto Hydro Corporation.

Toronto Hydro-Electric System Limited  
5800 Yonge Street Telephone: 416-542-8000  
Toronto, Ontario Facsimile: 416-542-3429  
M2M 3T3 www.torontohydro.com



## New Tenant Move Service Agreement

Move-In Date: \_\_\_\_\_

Tenant's Name: \_\_\_\_\_  
(First) (Initial) (Last)

Service Address: \_\_\_\_\_ Apartment/Unit No.: \_\_\_\_\_  
(No.) (Street)

City: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Tenant's Email Address (optional): \_\_\_\_\_

Drivers License No.: \_\_\_\_\_ Province Issued: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
(month/day/year)

Home Phone No.: \_\_\_\_\_ Daytime Contact No.: \_\_\_\_\_

Mailing Address (if different from service address):

\_\_\_\_\_  
(No.) (Street) Apartment/Unit No.: \_\_\_\_\_

City: \_\_\_\_\_ Postal Code: \_\_\_\_\_

### **Landlord Information:**

Name: \_\_\_\_\_ Corporation Name (If applicable): \_\_\_\_\_

Email Address (optional): \_\_\_\_\_ Fax: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

By signing this document, I agree to pay for such Toronto Hydro services in accordance with the rules and regulations and at the applicable rates for such services.

I agree to be bound by the rules, regulations, or ordinances enacted or adopted by Toronto Hydro- Electric System Limited and by the governing body applicable to the Ontario's electrical utility systems.

Tenant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Toronto Hydro-Electric System Limited respects your privacy. Any personal information collected will be used by Toronto Hydro and its Representatives in order to provide you with customer service, and all in accordance with the terms of our Privacy Policy. "Representative" means Toronto Hydro-Electric System Limited, its employees, directors, officers, contractors and affiliates, and such affiliates' employees, directors, officers and contractors." Please refer to our Privacy Policy at [www.torontohydro.com/electricsystem/privacypolicy](http://www.torontohydro.com/electricsystem/privacypolicy) for more information regarding our use of your personal information.

Please see Toronto Hydro's Conditions of Service at [www.torontohydro.com/electricsystem/residential](http://www.torontohydro.com/electricsystem/residential) for terms and conditions

Open your account at [www.torontohydro.com/sites/electricsystem/residential/areyoumoving](http://www.torontohydro.com/sites/electricsystem/residential/areyoumoving)

# MULTI PURPOSE / PARTY ROOM AGREEMENT

BETWEEN:

**WESTSIDE GALLERY LOFTS - TSCC 2249.**

OF THE FIRST PART

-and-

\_\_\_\_\_  
(called "The Resident")

ADDRESS: \_\_\_\_\_

SUITE: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_ ATTENDANCE EXPECTED: \_\_\_\_\_

OF THE SECOND PART

## **AGREEMENT TO USE THE MULTI PURPOSE / PARTY ROOM**

WHEREAS the Resident has requested to reserve the use of the Multi Purpose/Party Room from \_\_\_\_\_ a.m. to \_\_\_\_\_ p.m. on \_\_\_\_\_, 20\_\_\_\_ (the booked date) for the purpose of a \_\_\_\_\_ event/party. (Specify type of event/party.)

AND WHEREAS the Corporation has consented to the Resident using the Party Room during the time and for the purposes indicated above, on the following terms and conditions only:

1. It is understood and agreed that, a maximum of SIXTY (60) persons are allowed to be present in the Party Room at one time for the use of an event/party.
2. Damage to furnishings and/or finish of rooms and/or theft or loss of the Corporation's property is the responsibility of the resident who will be invoiced for costs of replacement, repairs, or refinishing as determined by the Corporation in its sole discretion. The Resident hereby accepts responsibility for the use of the room in accordance with regulations governing usage of areas described in the permit, and as set out herein.
3. The Resident is responsible for providing directions to the party for his/her guests. NO ADDITIONAL SIGNS are to be posted in the hallways or lobby and DOORS are NOT to be left jammed open and unattended for people to enter.
4. At least 7 days in advance of the booked date, a **Refundable Security Deposit payable to Westside Gallery Lofts- (cheque or money order) in the amount of \$250.00 together with a Non-refundable Cleaning Fee payable to TSCC 2249 for \$55.00, (cheque or money order), must be given to the Management Office.** Provided all Residents' obligations hereunder are satisfactorily met, the \$250.00 security deposit will be refunded. It is understood, however, that the above sum is a deposit only and that the failure of the Resident to abide by any or all of the party room rules and regulations, may result in the forfeiture of all or part of the security deposit, at the sole discretion of the Manager. The Resident is, nevertheless, responsible for any damages, extra cleaning charges, or costs, in excess thereof.
5. The Resident will be responsible for his/her guests' behaviour. If in the opinion of the Corporation or its representative, the Resident cannot or will not control the behaviour of his/her guests, and the situation in the Corporation's opinion has deteriorated to an unsatisfactory level, the Corporation or its representative on duty will have the full authority to terminate the event/party immediately and ask all persons to leave the premises; and/or the police may be called to assist the representative in controlling the situation.
6. That any damage to the building, grounds, and room itself, caused by the Resident, any members of the Resident's family, or by any of the Resident's guests by reason of, or arising out of, the rental and use of the Party Rooms will be the full responsibility of the resident and that the resident agrees to pay the costs involved in restoring any property damaged to its original condition.
7. Exits must be kept free from obstructions at all times.

8. The Corporation is not responsible for loss or damage to any personal property or for personal injury to homeowners or guests, however caused.
9. The event/party is to be confined to the Multi Purpose/Party Room. The washrooms to be used are located in the Multi Purpose/Party Room. The change room washrooms are not to be used. No food or drinks are allowed beyond the multi-purpose/party room doors. Use of the barbecue patio is permitted. Use of the barbecues is prohibited. Use of the pool deck or access doors is strictly prohibited.
10. The Resident will assume full responsibility for the preservation of proper order and decorum and ensure no disturbances to, or disruption of the ongoing activities in the Recreation Centre, grounds and common areas.
11. The contemplated use of the premises will be fully disclosed to the Corporation as a condition of, prior to the rental of the Multi Purpose/Party Room. It is agreed that the premises will not be used for any immoral or offensive use and by way of specific example, "strip" shows, or similar live performances, pornographic or sexually explicit films may not be shown. The Resident is responsible for full compliance with any legal or regulatory obligations and will fully indemnify and hold harmless the Corporation from any breach thereof.
12. The Resident agrees to ascertain any and all permits, licenses, consents that are or may be required in connection with the use of the Party Room by the Resident as aforesaid, and to obtain such permits, licenses, and consents at his or her own expense prior to the rental date set out above, and to have licenses, permits and consents posted or available for inspections, as may be required.
13. Smoking in the Multi Purpose/Party Room or other interior common areas, i.e., hallways, is strictly prohibited.
14. The Resident is responsible to reimburse the Corporation for the use of the phone in the room.

**INDEMNITY OF THE CORPORATION**

Person, persons or organization(s) using facilities and common element areas shall indemnify and save harmless the Corporation, its officers and employees, from any and all liability and from all claims and demands arising out of misuse of facilities, damage or injuries to persons, or property from any cause whatsoever, in or about or in any way connected with the property and defend, at the expense of the person, persons, or committee to whom any permit is issued, all suits which may be brought out against the Corporation, its officers or employees in respect of any such claim or demand and pay all the judgements, fines or penalties that may be rendered against the Corporation, its officers or employees on that account thereof.

**THIS AGREEMENT MADE the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.**

I confirm that I have received a signed copy of the Agreement for my records and I acknowledge that I have read all the rules and regulations, understand them all completely, and agree to comply with same in all respects.

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

\_\_\_\_\_  
Resident's Signature

\_\_\_\_\_  
Date

**Westside Gallery Lofts - TSCC 2249**

**ADDRESS:** \_\_\_\_\_

**MULTI PURPOSE/PARTY ROOM - RULES AND REGULATIONS**

1. An all-inclusive Guest List (a maximum of 80 persons are allowed in the Multi Purpose/Party Room) is to be provided, along with your cheques and signed Agreement, no less than two (2) weeks in advance of the reserved date. The use of the Multi Purpose/Party Room cannot be considered confirmed until all of the above have been received by the Concierge.
2. Please inform your guests in advance as to the alternative parking areas outside of the property in the event that all Visitor Parking spaces are filled.
3. Party guests are to be advised in advance with directions to the Multi Purpose/Party Room location.
4. Advance notice prior to Multi Purpose/Party Room booking confirmation is required if there is a need to bring in additional furniture/equipment or if any existing is to be moved. Please provide this request in writing to the Concierge.
5. The Resident is responsible for the gathering and removal of all garbage and for leaving the Multi Purpose/Party Room in a presentable state. All furniture, if moved, must be placed back in its normal position.
6. Applications for commercial use, stags, age of majority, private Christmas Eve or Day parties, private New Year's Eve parties or Halloween parties, will not be accepted. (Also, see item 11 on Multi Purpose/Party Room Agreement).
7. The Resident must ensure that the Multi Purpose/Party Room is vacated by all guests, no later than 1:00 a.m. The Super on duty will verify the Resident Host(ess) is arranging clean-up by 1:00 a.m.

THIS AGREEMENT MADE this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

I confirm that I have received a signed copy of the Agreement for my records and I acknowledge that I have read all the rules and regulations, understand them all completely, and agree to comply with same in all respects.

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

\_\_\_\_\_  
Resident's Signature

\_\_\_\_\_  
Date

**INSPECTION AFTER USE**

THE ROOM HAS BEEN INSPECTED. ALL GARBAGE AND PERSONAL PROPERTY REMOVED. NO DAMAGE TO FINISH OR FURNISHINGS. ALL CORPORATION MULTI PURPOSE/PARTY ROOM PROPERTY PRESENT.

\_\_\_\_\_  
Resident's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Property Management's  
Representative's Signature

\_\_\_\_\_  
Date

SECURITY DEPOSIT IN THE AMOUNT OF \$250.00 HAS BEEN RETURNED.

\_\_\_\_\_  
Resident's Signature

\_\_\_\_\_  
Date

**NOTE: THIS AGREEMENT IS NOT COMPLETE UNLESS ACCOMPANIED BY AN INSPECTION REPORT.**

Instructions Re: Inspection of Party Room after use.

**Security**

At the end of a party the concierge will inspect the room for any damages or irregularities. The party room check list shall be used as a reference. Comments in relation to the residents and guests behaviour are to be recorded at the bottom of this page. The concierge will provide the inspection form to the cleaner prior to the cleaning of the room.

**Cleaners**

The cleaner shall report any item which they find during the cleaning.

The completed inspection form shall be given to management for review. At no time shall the concierge release the security deposit.

Comments \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# MULTI PURPOSE / PARTY ROOM AGREEMENT

BETWEEN:

**CURVE SHARED (TSCC2249/TSCC2355)**

OF THE FIRST PART

-and-

\_\_\_\_\_  
(called "The Resident")

ADDRESS: \_\_\_\_\_

SUITE: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_ ATTENDANCE EXPECTED: \_\_\_\_\_

## OF THE SECOND PART

### **AGREEMENT TO USE THE MULTI PURPOSE / PARTY ROOM**

WHEREAS the Resident has requested to reserve the use of the Multi Purpose/Party Room from \_\_\_\_\_ a.m. to \_\_\_\_\_ p.m. on \_\_\_\_\_ 20\_\_ (the booked date) for the purpose of a \_\_\_\_\_ event/party. (Specify type of event/party.)

AND WHEREAS the Corporation has consented to the Resident using the Party Room during the time and for the purposes indicated above, on the following terms and conditions only:

1. It is understood and agreed that, a maximum of SIXTY (60) persons are allowed to be present in the Party Room at one time for the use of an event/party.
2. Damage to furnishings and/or finish of rooms and/or theft or loss of the Corporation's property is the responsibility of the resident who will be invoiced for costs of replacement, repairs, or refinishing as determined by the Corporation in its sole discretion. The Resident hereby accepts responsibility for the use of the room in accordance with regulations governing usage of areas described in the permit, and as set out herein.
3. The Resident is responsible for providing directions to the party for his/her guests. NO ADDITIONAL SIGNS are to be posted in the hallways or lobby and DOORS are NOT to be left jammed open and unattended for people to enter.
4. At least 7 days in advance of the booked date, a **Refundable Security Deposit payable to Curve Shared (TSCC2249/TSCC2355) (money order) in the amount of \$250.00 together with a Non-refundable Cleaning Fee payable to Curve Shared (TSCC2249/TSCC2355) for \$55.00, (money order), must be given to the Management Office.** Provided all Residents' obligations hereunder are satisfactorily met, the \$250.00 security deposit will be refunded. It is understood, however, that the above sum is a deposit only and that the failure of the Resident to abide by any or all of the party room rules and regulations, may result in the forfeiture of all or part of the security deposit, at the sole discretion of the Manager. The Resident is, nevertheless, responsible for any damages, extra cleaning charges, or costs, in excess thereof.
5. The Resident will be responsible for his/her guests' behavior. If in the opinion of the Corporation or its representative, the Resident cannot or will not control the behavior of his/her guests, and the situation in the Corporation's opinion has deteriorated to an unsatisfactory level, the Corporation or its representative on duty will have the full authority to terminate the event/party immediately and ask all persons to leave the premises; and/or the police may be called to assist the representative in controlling the situation.
6. That any damage to the building, grounds, and room itself, caused by the Resident, any members of the Resident's family, or by any of the Resident's guests by reason of, or arising out of, the rental and use of the Party Rooms will be the full responsibility of the resident and that the resident agrees to pay the costs involved in restoring any property damaged to its original condition.
7. Exits must be kept free from obstructions at all times.

8. The Corporation is not responsible for loss or damage to any personal property or for personal injury to homeowners or guests, however caused.\
9. The event/party is to be confined to the Multi Purpose/Party Room. The washrooms to be used are located in the Multi Purpose/Party Room. The change room washrooms are not to be used. No food or drinks are allowed beyond the multi-purpose/party room doors. Use of the barbecue patio is permitted. Use of the barbecues is prohibited. Use of the pool deck or access doors is strictly prohibited.
10. The Resident will assume full responsibility for the preservation of proper order and decorum and ensure no disturbances to, or disruption of the ongoing activities in the Recreation Centre, grounds and common areas.
11. The contemplated use of the premises will be fully disclosed to the Corporation as a condition of, prior to the rental of the Multi Purpose/Party Room. It is agreed that the premises will not be used for any immoral or offensive use and by way of specific example, "strip" shows, or similar live performances, pornographic or sexually explicit films may not be shown. The Resident is responsible for full compliance with any legal or regulatory obligations and will fully indemnify and hold harmless the Corporation from any breach thereof.
12. The Resident agrees to ascertain any and all permits, licenses, consents that are or may be required in connection with the use of the Party Room by the Resident as aforesaid, and to obtain such permits, licenses, and consents at his or her own expense prior to the rental date set out above, and to have licenses, permits and consents posted or available for inspections, as may be required.
13. Smoking in the Multi Purpose/Party Room or other interior common areas, i.e., hallways, is strictly prohibited.
14. The Resident is responsible to reimburse the Corporation for the use of the phone in the room.

**INDEMNITY OF THE CORPORATION**

Person, persons or organization(s) using facilities and common element areas shall indemnify and save harmless the Corporation, its officers and employees, from any and all liability and from all claims and demands arising out of misuse of facilities, damage or injuries to persons, or property from any cause whatsoever, in or about or in any way connected with the property and defend, at the expense of the person, persons, or committee to whom any permit is issued, all suits which may be brought out against the Corporation, its officers or employees in respect of any such claim or demand and pay all the judgments, fines or penalties that may be rendered against the Corporation, its officers or employees on that account thereof.

**THIS AGREEMENT MADE the                      day of                      20\_\_.**

I confirm that I have received a signed copy of the Agreement for my records and I acknowledge that I have read all the rules and regulations, understand them all completely, and agree to comply with same in all respects.

DATED at Toronto this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Resident's Signature

\_\_\_\_\_  
Date

Curve Shared (TSCC2249/TSCC2355)  
ADDRESS: 150 Sudbury Street

**MULTI PURPOSE/PARTY ROOM -RULES AND REGULATIONS**

1. An all-inclusive Guest List (a maximum of 60 persons are allowed in the Multi Purpose/Party Room) is to be provided, along with your money orders and signed Agreement, no less than two (2) weeks in advance of the reserved date. The use of the Multi Purpose/Party Room cannot be considered confirmed until all of the above have been received by the Concierge.
2. Please inform your guests in advance as to the alternative parking areas outside of the property in the event that all Visitor Parking spaces are filled.
3. Party guests are to be advised in advance with directions to the Multi Purpose/Party Room location.
4. Advance notice prior to Multi Purpose/Party Room booking confirmation is required if there is a need to bring in additional furniture/equipment or if any existing is to be moved. Please provide this request in writing to the Concierge.
5. The Resident is responsible for the gathering and removal of all garbage and for leaving the Multi Purpose/Party Room in a presentable state. All furniture, if moved, must be placed back in its normal position.
7. Applications for commercial use, stags, age of majority, private Christmas Eve or Day parties, private New Year's Eve parties or Halloween parties, will not be accepted. (Also, see item 11 on Multi Purpose/Party Room Agreement).
8. The Resident must ensure that the Multi Purpose/Party Room is vacated by all guests, no later than 1:00 a.m. The Super on duty will verify the Resident Host(ess) is arranging clean-up by 1:00 a.m.

THIS AGREEMENT MADE the            day of            20\_\_.

I confirm that I have received a signed copy of the Agreement for my records and I acknowledge that I have read all the rules and regulations, understand them all completely, and agree to comply with same in all respects.

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

\_\_\_\_\_  
Resident's Signature

\_\_\_\_\_  
Date



**WESTSIDE GALLERY LOFTS (TSCC 2249)**  
**ELEVATOR RESERVATION AGREEMENT FOR MOVE INS**

NAME: \_\_\_\_\_ SUITE#: \_\_\_\_\_

PHONE#: \_\_\_\_\_ (home) PHONE#: \_\_\_\_\_ (work)

DAY OF WEEK: \_\_\_\_\_ TIME FROM \_\_\_\_\_ AM / PM TO: \_\_\_\_\_ AM / PM

(maximum 3 hours- it is recommended movers arrive 1/2 hour early to park, announce their arrival and set up)

**RULES GOVERNING MOVING/DELIVERIES:**

To ensure against any difficulties, the following rules must be carefully adhered to every time that a move is taking place.

- Hours of Operation are 9:00 a.m. to 6:00 p.m. Monday through Saturday.
- Moves are **not** permitted on Sunday, Statutory Holidays, or Observed Civic or Municipal Holidays.
- I agree to deposit with the corporation upon signing this agreement and when moving into the building or when moving from one floor to another, a refundable security deposit of \$200.00 by cheque and a non-refundable money order of \$75.00 both payable to TSCC 2249. The security deposit amount will be refunded as soon as practical, provided no damage or loss has been caused to the common elements of the corporation. Damage to or loss of the corporation's property is the responsibility of the resident/owner.
- I agree to be held liable for all damages, which may occur as a result of the use of the elevator, by my agents or me.
- I agree that moves in may be made only by appointment with the property management staff at least 24 hours before the required time. They may be reached Monday to Friday 8:30 a.m. to 4:30 p.m. by contacting management office 416-533-2197 or by email [george.todorovic@fsresidential.com](mailto:george.todorovic@fsresidential.com).
- It is understood and agreed that the moving times must be adhered to strictly.
- I agree that all moves must be made through the loading dock entrance east side of the building. No items of any type or description are allowed to be moved through the main lobby doors.
- I agree that all empty boxes and moving cartons are to be dismantled and removed immediately from corridors. The building cleaners are not responsible to discard empty cartons/boxes. Please do not leave cartons/boxes in the garbage chute room on the floor. Dismantled cartons/boxes are to be taken to the garbage room on the P1 floor for disposal.
- I agree that no blockage of corridors or in front of the elevators will be allowed.
- I agree that the corporation and/or its agent will not be held liable for any costs pertaining to a delay, if any, in my receiving the elevator as booked above.
- I agree to advise the superintendent after the completion of the move so that an inspection can be completed and the elevator pads removed.
- If I fail to advise the superintendent at the time of completion I understand I will be responsible for any damages created after I complete my move.
- The acknowledgement below must be signed at the time when elevator is booked and must be accompanied by the deposit. This form and the deposit may be left at the gatehouse.

I hereby acknowledge that I have read this Agreement and I agree to abide by the Elevator Reservation Rules of the

Corporation. Date at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Owner/Tenants Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Suite Number: \_\_\_\_\_ Date: \_\_\_\_\_

Received: \_\_\_\_\_ By: \_\_\_\_\_ Deposit Received: \$200.00 Cheque Number: \_\_\_\_\_

**Area Inspected by: \_\_\_\_\_ BEFORE AFTER**

Loading Area \_\_\_\_\_

Moving Room and Doors \_\_\_\_\_

Ground level Lobby and Doors \_\_\_\_\_

Elevator Doors/Frame \_\_\_\_\_

Elevator Cab/Pads \_\_\_\_\_

Corridor Floor/Wall \_\_\_\_\_

All Fixtures \_\_\_\_\_

Suite Door \_\_\_\_\_

**WESTSIDE GALLERY LOFTS (TSCC 2249)**  
**ELEVATOR RESERVATION AGREEMENT FOR MOVE OUTS-DELIVERIES**

NAME: \_\_\_\_\_ SUITE#: \_\_\_\_\_

PHONE#: \_\_\_\_\_ (home) PHONE#: \_\_\_\_\_ (work)

DAY OF WEEK: \_\_\_\_\_ TIME FROM \_\_\_\_\_ AM/PM TO: \_\_\_\_\_ AM/PM  
(maximum 3 hours-it is recommended movers arrive 1/2 hour early to park, announce their arrival and set up)

**RULES GOVERNING MOVING/DELIVERIES:**

To ensure against any difficulties, the following rules must be carefully adhered to every time that a move or delivery is taking place.

- Hours of Operation are 9:00 a.m. to 6:00 p.m. Monday through Saturday.
- Moves are not permitted on Sunday, Statutory Holidays, or Observed Civic or Municipal Holidays.
- I agree to deposit with the corporation upon signing this agreement and when moving into or out of the building or when moving from one floor to another a refundable security deposit of \$200.00 by cheque or money order payable to TSCC 2249. This amount will be refunded as soon as practical provided no damage or loss has been caused to the common elements of the corporation. Damage to or loss of the corporation's property is the responsibility of the resident/owner.
- I agree to be held liable for all damages, which may occur as a result of the use of the elevator, by my agents or me.
- I agree that moves in or out may be made only by appointment with the property management staff at least 24 hours before the required time. They may be reached Monday to Friday 8:30a.m. to 4:30p.m. by contacting management office 416-533-2197 or by email [george.todorovic@fsresidential.com](mailto:george.todorovic@fsresidential.com).
- It is understood and agreed that the moving times must be adhered to strictly.
- I agree that all moves must be made through the loading dock entrance east side of the building. No items of any type or description are allowed to be moved through the main lobby doors.
- I agree that all empty boxes and moving cartons are to be dismantled and removed immediately from corridors. The building cleaners are not responsible to discard empty cartons/boxes. Please do not leave cartons/boxes in the garbage chute room on the floor. Dismantled cartons/boxes are to be taken to the garbage room on the P1 floor for disposal.
- I agree that no blockage of corridors or in front of the elevators will be allowed.
- I agree that the corporation and/or its agent will not be held liable for any costs pertaining to a delay, if any, in my receiving the elevator as booked above.
- I agree to advise the superintendent after the completion of the move so that an inspection can be completed and the elevator pads removed.
- If I fail to advise the superintendent at the time of completion I understand I will be responsible for any damages created after I complete my move.
- The acknowledgement below must be signed at the time when elevator is booked and must be accompanied by the deposit. This form and the deposit may be left at the gatehouse.

I hereby acknowledge that I have read this Agreement and I agree to abide by the Elevator Reservation Rules of the Corporation.

Date at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

Owner/Tenants Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Suite Number: \_\_\_\_\_

Date Received: \_\_\_\_\_ By: \_\_\_\_\_ Deposit Received: \$200.00 Cheque Number: \_\_\_\_\_

**Area Inspected BY: \_\_\_\_\_ BEFORE AFTER**

Loading Area \_\_\_\_\_

Moving Room and Doors \_\_\_\_\_

Ground level Lobby and Doors \_\_\_\_\_

Elevator Doors/Frame \_\_\_\_\_

Elevator Cab/Pads \_\_\_\_\_

Corridor Floor/Wall \_\_\_\_\_

All Fixtures \_\_\_\_\_

Suite Door \_\_\_\_\_

**Westside Gallery Lofts - TSCC 2249**

c/o FirstService Residential  
89 Skyway Avenue, Suite 200, Toronto ON M9W 6R4  
Tel: 416-293-5900 Fax: 416-293-5904  
Website: [www.fsresidential.com](http://www.fsresidential.com)

**GUEST SUITE RENTAL AGREEMENT- SUITE#\_**

This Indenture made in duplicate the \_\_\_\_ of \_\_\_\_\_, 2\_\_\_\_

Between: Westside Gallery Lofts - TSCC 2249  
Hereinafter called the Lessor

And: \_\_\_\_\_  
Hereinafter called the Lessee  
Of the Second Part

Witnesseth that in consideration of monies, covenants and agreements hereinafter reserved and contained on the part of the lessee to be paid, observed and performed, the Lessor does agree that the Lessee may book the subject Guest Suite Number \_\_\_\_ located at \_\_\_\_\_, Toronto, Ontario.

To book the subject one Guest Suite# \_\_\_\_ for the period of \_\_\_\_ days commencing on the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ to the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_. The time of availability being 3:00 p.m. on the first day, and "check out" time being 11:00 a.m. on the last day.

Yielding and paying therefore, a Security Deposit of Two Hundred Fifty dollars and zero cents (\$250.00) of lawful money of Canada, to be paid without deduction to the Condominium Corporation via the Property Management Office or the Concierge by cheque, ten working days in advance of the booking date. The cheque to be made payable to Westside Gallery Lofts -TSCC 2249.

The Lessor hereby acknowledges receipt of the sum of Two Hundred Fifty dollars and zero cents (\$250.00) on account of the monies payable hereunder.

The Lessee covenants and agrees with the Lessor as follows:

- a) The maximum number of persons using the guest suite will be two.
- b) To pay the security deposit booking fee of \$250.00 by cheque at least 14 calendar days in advance.  
(Security Deposit will be returned at the end of the occupancy if no damages or missing item reported by security.)
- c) To pay total fees on separate cheques as follows:
  - 1) Security Deposit: \$250.00
  - 2) Rental Charge: \$65.00 per night (Rental Charge includes reasonable cleanup)
  - 3) Total: \$\_\_\_\_\_
- d) That the Lessee is either an owner or a tenant, and is a resident in Westside Gallery Lofts - TSCC 2249
- e) To provide to the Lessor a list of invited guests at least 24 hours in advance of the date of occupancy together with details of vehicles owned by them.

- f) That there will be no activity in the guest suite contrary to the by-laws of the municipality, or provincial or federal laws.
- g) The lessee shall ensure that his guests observe and comply with all Rules applicable and in force with respect to use of the condominium and its facilities, and shall be totally responsible and liable for the guest's actions.
- h) That the Lessor, or its agents or employees, shall not be liable for, and the Lessee shall save harmless the Lessor and its agents and employees from, any injury, loss or damage sustained on or about the premises.
- i) That the lessee will be liable for any damages to or theft from the room, and all furniture, equipment, linen, etc. without limitation, and any such charges in excess there of that maybe applicable maybe charged against the owner.

An inventory of suite contents (appendix A to be attached) will be agreed to by the lessee at the time of receiving the keys and at a time after occupancy both mutually agreed specified by the lessor and leasee. If the lessee is not present at either inspection the report of the property management shall prevail.

- j) That the Lessor, or its agents or employees, shall not be liable for, and the Lessee shall save harmless the Lessor and its agents and employees from any fines, legal action (civil or criminal), court awarded damages and similar levied or brought against the Lessor as a consequence of the use by the Lessee of the subject premises.

The Lessor Covenants and agrees with the Lessee as follows:

- a) To allow the use of the Guest Suite unless such use becomes a nuisance to the other owners or occupants in the building.
- b) Will inspect (refer to Inspection above)
- c) Clean linen and towels provided at commencement of occupancy, subsequently towels will be changed every two days and bed linen every 7 days. No maid service is provided and lessee/guests are responsible for general tidiness/cleanliness of the suite.
- d) No smoking is allowed in guest rooms or on any of the common elements.
- k) The maximum number of days/nights permitted to use the guest suites is 7.
- l) The guests may park up to one vehicle in the visitors parking area during their stay. If there is no space available in the visitors parking area during their stay then the visitors will make other arrangements to park their vehicle off the corporation's property.

This indenture and everything here in contained shall endure to the benefit of and be binding upon the parties hereto and their assigns.

FOR: \_\_\_\_\_, Westside Gallery Lofts - TSCC 2249

\_\_\_\_\_  
Property Manager on behalf of Lessor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
(Please print name & Suite #)

**GUEST SUITE INVENTORY & FINAL INSPECTION**

**Items**

**Inspection**

**Linens:**

Large Towels (White):	_____	_____
Large Towels:	_____	_____
Medium Towels:	_____	_____
Small Towels:	_____	_____
Other:	_____	_____

**Bedding:**

Mattress Covers:	_____	_____
Fitted Sheets:	_____	_____
Flat Sheets:	_____	_____
Pillows:	_____	_____
Pillow Protector:	_____	_____
Pillow Cases:	_____	_____
Comforter:	_____	_____

**Window, Window Coverings, Patio Door, Doors, Ceiling, Walls, Flooring**

Windows:	_____	_____
Blinds:	_____	_____
Ceiling:	_____	_____
Wall Painting:	_____	_____
Flooring:	_____	_____
Other:	_____	_____

**Furniture & Accessories:**

Bed:	_____	_____
Dresser:	_____	_____
Night Table:	_____	_____
One Armchair:	_____	_____
Coffee Table:	_____	_____
Stool:	_____	_____
Lighting:	_____	_____
Lamps:	_____	_____
Other:	_____	_____

**Washroom:**

Fixtures:	_____	_____
Wall Painting:	_____	_____
Other:	_____	_____

**Comments:**

Inspected by:	_____	_____
Comments:	_____	_____
	_____	_____



westside gallery lofts

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## **ACKNOWLEDGEMENT OF RULES AT WESTSIDE GALLERY LOFTS**

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I, \_\_\_\_\_, a resident/tenant at 150 Sudbury Street, Toronto, Ontario, Suite No. \_\_\_\_\_, hereby acknowledge that I have received a copy of the rules pertaining to Westside Gallery Lofts and will comply with the rules as they are stated. Specifically the rule with regard to pets as follows:

- In no event shall a pet which weighs in excess of thirty (30) pounds be kept in any Residential Unit (other than a seeing eye dog or guide dog, dog to assist the hearing impaired or dog to assist the physically challenged), nor shall there be more than two pets in any Residential Unit and no more than one dog. Notwithstanding the foregoing, no animal which is deemed by the Board, in its sole and absolute discretion, to be a nuisance shall be kept by any owner in any Residential Unit and no dogs that will be a danger to residents shall be permitted in any Residential Unit or common elements. Such owner shall within the two (2) weeks of receipt of a written notice from the Board requesting the removal of such animal, permanently remove such animal from the Residential Unit and common elements.
- In no event shall any owner, resident or their guest transport their bicycle through the main lobby, elevators or corridors. Those persons who do shall be subject to a carpet cleaning charge back of \$150.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Owner/Tenant

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Owner/Tenant

\_\_\_\_\_  
Witness





**Document General**  
Form 4 - Land Registration Reform Act

*Handwritten marks: "12/11/11" and "D" with scribbles.*

<p style="writing-mode: vertical-rl; transform: rotate(180deg); font-size: small;">FOR OFFICE USE ONLY</p> <p style="text-align: center; font-size: 2em; font-weight: bold;">AT 3100646</p> <p style="text-align: center;">CERTIFICATE OF RECEIPT RÉCEPISSE TORONTO (66)</p> <p style="text-align: center; font-size: 1.2em;">2012-08-14 15:29</p> <p style="text-align: center;"><i>[Signature]</i></p> <p style="text-align: center; font-weight: bold;">LAND REGISTRAR</p> <p style="font-size: small;">New Property Identifiers <span style="float: right;">Additional: See Schedule <input type="checkbox"/></span></p> <p style="font-size: small;">Executions <span style="float: right;">Additional: See Schedule <input type="checkbox"/></span></p>	(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/>	(2) Page 1 of 21 pages	(3) Property Identifier(s) <b>76249-0001 LT</b> Block <b>76249-0001 LT</b> Property to <b>76249-0860 LT</b> Additional: See Schedule <input type="checkbox"/>							
	(4) Nature of Document <b>BY-LAW NO. 1 (Section 56 of the Condominium Act)</b>									
	(5) Consideration <b>TWO</b> Dollars \$ <b>2.00</b>									
	(6) Description <b>All Units on all Levels, together with their respective appurtenant common interests, comprising Toronto Standard Condominium Plan No. 2249</b>  <b>City of Toronto Land Titles Division of the Toronto Registry Office (No. 66)</b>									
	(7) This Document Contains (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>									
	(8) This Document provides as follows: <b>See Schedule attached.</b>									
	(9) This Document relates to Instrument number(s)  <div style="text-align: right; font-size: small;">Continued on Schedule <input checked="" type="checkbox"/></div>									
(10) Party(ies) (Set out Status or Interest) Name(s) <b>TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2249</b>	Signature(s) <i>[Signature]</i> <b>Per: Tony Manocchio - Vice-President</b>	Date of Signature Y M D <b>2012 08 14</b>								
<b>We have authority to bind the Corporation</b>	<i>[Signature]</i> <b>Per: David Mandell - Secretary</b>	Date of Signature Y M D <b>2012 08 14</b>								
(11) Address for Service <b>120 Lynn Williams Street, Suite 2A, Toronto, Ontario M6K 3N6</b>										
(12) Party(ies) (Set out Status or Interest) Name(s) Signature(s) Date of Signature Y M D										
(13) Address for Service										
(14) Municipal Address of Property <b>150 Sudbury Street Toronto, Ontario M6J 3S8</b>	(15) Document Prepared by: <b>Michael J. Baum Harris, Sheaffer LLP 4100 Yonge Street Suite 610 Toronto, Ontario M2P 2B5</b>	120707	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="2" style="font-size: small;">Fees and Tax</th> </tr> <tr> <td style="font-size: small;">Registration Fee</td> <td style="text-align: center;"><i>[Handwritten Amount]</i></td> </tr> <tr> <td style="font-size: small;">Total</td> <td style="text-align: center;"><i>[Handwritten Amount]</i></td> </tr> </table>		Fees and Tax		Registration Fee	<i>[Handwritten Amount]</i>	Total	<i>[Handwritten Amount]</i>
Fees and Tax										
Registration Fee	<i>[Handwritten Amount]</i>									
Total	<i>[Handwritten Amount]</i>									

*Condominium Act, 1998*

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

Toronto Standard Condominium Corporation No. 2249, 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 16th day of July, 2012.

**TORONTO STANDARD CONDOMINIUM  
CORPORATION NO. 2249**

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

Name: Tony Manocchio

Title: Vice-President

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

Name: David Mandel

Title: Secretary

We have the authority to bind the Corporation

3

SCHEDULE "A"

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2249

BY-LAW NO. ONE

BE IT ENACTED as a by-law of Toronto Standard Condominium Corporation No. 2249 (hereinafter referred to as the "Corporation") as follows:

ARTICLE I - DEFINITIONS

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

ARTICLE II - SEAL

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

ARTICLE III - RECORDS

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

- (j) all written notices received by the Corporation from owners that their respective units have been leased together with the lessee's name, the owner's address, a copy of the lease or renewal or a summary of same, pursuant to subsection 83(1) of the Act;
- (k) all written notices received by the Corporation from owners that a lease of the owner's unit has terminated and has not been renewed pursuant to subsection 83(2) of the Act;
- (l) all records that the Corporation has related to the units or to employees of the Corporation;
- (m) all existing warranties and guarantees for all equipment, fixtures and chattels included in the sale of either the units or common elements that are not protected by warranties and guarantees given directly to a unit purchaser;
- (n) the as-built architectural, structural, engineering, mechanical, electrical and plumbing plans;
- (o) the as-built specifications indicating all substantive changes, if any, from the original specifications;
- (p) all existing plans for underground site services, site grading, drainage and landscaping, and television, radio or other communication services;
- (q) all other existing plans and information that are relevant to the repair or maintenance of the property;
- (r) if the property of the Corporation is subject to the *Ontario New Home Warranties Plan Act* an executed copy of Form 3 prescribed by section 37 of Ontario Regulation 49/01 and a copy of all final reports on inspections that the Ontario New Home Warranty Program requires to be carried out on the common elements;
- (s) a table that the Declarant has delivered pursuant to clause 43(5)(g) of the Act setting out the responsibilities for repair after damage and maintenance, and indicating whether the Corporation or the owners are responsible;
- (t) a copy of the schedule that the Declarant has delivered pursuant to clause 43(5)(h) of the Act, setting out what constitutes a standard unit for each class of unit that the Declarant specifies, for the purpose of determining the responsibility for repairing improvements after damage and insuring them;
- (u) all reserve fund studies and all plans to increase the reserve fund;
- (v) a copy of the most current disclosure statement delivered by the Declarant to a purchaser prior the turnover meeting;
- (w) a copy of the written performance audit report received by the Corporation;
- (x) a copy of any order appointing an inspector or administrator, if applicable, pursuant to section 130 or 131 of the Act, together with any report that the Corporation receives from an inspector in accordance with subsection 130(4) of the Act;
- (y) a copy of all status certificates issued within the previous ten (10) years;
- (z) a copy of all notices of meetings sent by or on behalf of the Corporation within the previous ten (10) years;
- (aa) all proxies, for not more than ninety (90) days from the date of the meeting at which the proxies were utilized;
- (bb) a copy of all notices of lien issued by the Corporation to delinquent owners pursuant to subsection 85(4) of the Act, in respect of which the corresponding certificates of lien have not been discharged or vacated by court order;

- (cc) all records relating to actual or pending litigation (or insurance investigations) involving the Corporation [as contemplated in clause 55(4)(b) of the Act], together with copies of all outstanding judgments against the Corporation [as contemplated in clause 76(1)(h) of the Act];
- (dd) a copy of the budget of the Corporation for the current fiscal year, together with the last annual audited financial statements and auditor's report on such statements;
- (ee) a copy of all minutes of settlement and/or written decisions made by any mediator or arbitrator appointed pursuant to section 132 of the Act, regarding any issue(s) in dispute involving the Corporation (or to which the Corporation is a party), together with copies of all court orders issued in those circumstances where the Corporation was a party to the proceeding or otherwise directly affected thereby; and
- (ff) all other records as may be prescribed or specified in any other by-laws of the Corporation, together with copies of all other materials received by the Corporation that the regulations to the Act may hereafter require the Declarant to deliver on or shortly after the turnover meeting [as contemplated in clause 43(5)(m) of the Act].

#### ARTICLE IV - THE CORPORATION

##### 4.1. Duties of the Corporation

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

- (a) the operation, care, upkeep, maintenance and repair of the common elements and repair of units when an owner fails to repair as provided for in the Act and in the Declaration;
- (b) the collection of contributions toward common expenses from the owners;
- (c) the arranging for the supply of all requisite utility services to the common elements and units (unless separately metered) except where prevented from carrying out such duty by reason of any event beyond the reasonable control of the Corporation. The Corporation shall not be liable for indirect or consequential damage or for damages for personal discomfort or illness by reason of the breach of such duty;
- (d) obtaining and maintaining insurance for the property as may be required by the Act, the Declaration or the By-laws;
- (e) the retention of legal counsel to prepare, register and discharge, following payment, certificates of lien for arrears of 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 such directors or officers incurred as a result of a contravention of any of the duties imposed upon them pursuant to the Act;
- (k) the preparation and maintenance of the records to be kept by the Corporation in accordance with Article III hereof;
- (l) the calling and holding of meetings and the delivery of notices, as required;

- (m) the consistent and timely enforcement of the provisions of the Act, the Declaration, the By-laws and the rules of the Corporation; and
- (n) establishing and maintaining 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) a smart meter installation and service agreement with respect to the supply of service and utilities to the Corporation; 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, 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 (including without limitation, any lease or lease agreement with respect to short-term car rental services), licence, easement or right of way, or any such release and abandonment of easement, and any such lease, license, easement, right of way or release of easement may be executed on behalf of the Corporation by the authorized signing officer(s) of the Corporation, with or without the seal of the Corporation affixed thereto, and same shall be valid and binding on the Corporation without requiring the consent or concurrence of (or the written authorization or signature of) any unit owner(s) thereto;

#### ARTICLE V - MEETINGS OF OWNERS

5.1 Annual Meeting:

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

5.2 The First Annual General Meeting:

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

5.3 Special Meetings:

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

5.4 Notices:

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

5.5 Reports:

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

(30) days of such request upon payment to the Corporation of a reasonable charge for labour and photocopying.

5.6 Persons Entitled to Be Present:

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

5.7 Quorum:

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

5.8 Right to Vote:

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

5.9 Conduct of Meetings and Method of Voting:

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

5.10 Representatives:

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

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5.11 Co-Owners:

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

5.12 Votes to Govern:

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

5.13 Entitlement to Vote:

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

5.14 Proxies:

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

5.15 Minutes:

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

- (a) the date, time and place of the meeting;
- (b) those present in person and by proxy at the meeting;
- (c) the identity and method of appointment of the Chair and the Secretary of the meeting;
- (d) confirmation of the due calling of the meeting;
- (e) confirmation of a quorum;
- (f) the disposition of each agenda item, including a record of the mover, seconder (where necessary) and disposition of every motion made and vote held pursuant to the agenda;
- (g) a record of the mover, seconder (where necessary) and disposition of every other motion made at the meeting;
- (h) a record (by brief description only) of any matter raised or discussed in addition to agenda items;
- (i) adjournment of the meeting; and
- (j) certification of the Secretary and Chair of the meeting.

ARTICLE VI - BOARD OF DIRECTORS

6.1 The Corporation:

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

6.2 Number of Directors and Quorum:

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

6.3 Qualifications:

Each director shall be 18 or more years of age and need not be an owner of a unit in the Corporation. No undischarged, bankrupt or mentally incompetent person shall be a director and if a director becomes a bankrupt or mentally incompetent person, he thereupon ceases to be a director. A director immediately ceases to be a director if a certificate of lien has been registered against a unit owned by the director and the director does not obtain a discharge of the lien within ninety (90) days of the registration of the lien.

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

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

6.5 Election and Term:

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

6.6 Filling of Vacancies and Removal of Directors:

- (a) If a vacancy in the membership of the board occurs, other than by way of removal by the owners or as a result of the number of directors being increased, subject to subparagraph (c) of this paragraph 6, the majority of the remaining members of the

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

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

6.7 Calling of Meetings:

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

6.8 Regular Meetings:

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

6.9 Teleconference:

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

6.10 First Meeting of New Board:

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

6.11 Conflict of Interest:

A director shall not be disqualified by reason of his office from contracting with the Corporation. Subject to the provisions of the Act, a director shall not by reason only of his

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

6.12 Protection of Directors and Officers:

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

6.13 Indemnity of Directors and Officers:

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

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

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

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

6.14 Insurance:

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

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

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

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

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

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

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

6.18 Minutes:

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

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

#### ARTICLE VII - OFFICERS

7.1 Elected President:

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

7.2 Other Elections and Appointments:

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

7.3 Term of Office:

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

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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

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portion thereof). The members of such committees shall be appointed by the board to hold office, and may be removed at any time by resolution of the board.

**ARTICLE VIII - BANKING ARRANGEMENTS AND CONTRACTS**

8.1 **Arrangements:**

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

8.2 **Execution of Instruments:**

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

8.3 **No Seal**

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

8.4 **Execution of Status Certificates:**

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

**ARTICLE IX - FINANCIAL YEAR END**

9.1 Financial Year End:

The financial year end of the Corporation shall end on the last day of the preceding 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**

10.01 Method of Giving Notices

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

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

10.02 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.

10.03 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 instalments as the board may determine.

11.4 Default in Payment of Assessment:

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

**ARTICLE XII - LIABILITY FOR COSTS**

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

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

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

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

12.2 **Additional Rights of Corporation:**

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

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

12.3 **Insurance Deductible:**

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

**ARTICLE XIII - PROCEDURES FOR MEDIATING DISPUTES**

13.1 **Mediation Procedures**

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

**ARTICLE XIV - MISCELLANEOUS**

14.1 Invalidity:

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

14.2 Gender:

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

14.3 Waiver:

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

14.4 Headings:

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

14.5 Alterations:


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

14.6 Conflicts:

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

DATED at Toronto, this 16th day of July, 2012.

**TORONTO STANDARD CONDOMINIUM  
CORPORATION NO. 2249**

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

Name: Tony Manocchio

Title: Vice-President

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

Name: David Mandell

Title: Secretary

I have the authority to bind the Corporation.

20.

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:**

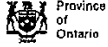
In accordance with Section 132 of the *Condominium Act, 1998*, each party shall pay the share of the mediator's fees and expenses that the settlement specifies, if a settlement is obtained, or the mediator specifies in the notice stating that the mediation has failed, if the mediation fails.

**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* and in the manner set forth below.

**Settlement:**

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



Document General
Form 4 - Land Registration Reform Act

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Form 4 - Land Registration Reform Act. Includes sections for: (1) Registry, (2) Page 1 of 1 pages, (3) Property Identifier(s) 76249-001 LT, (4) Nature of Document BY-LAW NO. 2, (5) Consideration TWO Dollars \$ 2.00, (6) Description All Units on all Levels, together with their respective appurtenant common interests, comprising Toronto Standard Condominium Plan No. 2249, (7) This Document Contains, (8) This Document provides as follows: See Schedule attached, (9) This Document relates to instrument number(s) AT2497740, (10) Party(ies) Name(s) TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2249, (11) Address for Service 120 Lynn Williams Street, Suite 2A, Toronto, Ontario M6K 3N6, (12) Party(ies) Name(s), (13) Address for Service, (14) Municipal Address of Property 150 Sudbury Street Toronto, Ontario M6J 3S8, (15) Document Prepared by: Michael J. Baum Harris, Sheaffer LLP 4100 Yonge Street Suite 610 Toronto, Ontario M2P 2B5. Includes a 'FOR OFFICE USE ONLY' section with handwritten 'AT 3100647', 'CERTIFICATE OF RECEIPT', 'RECÉPISSE', 'TORONTO (66)', '2012-08-14', and 'LAND REGISTRAR'.

*Condominium Act, 1998*


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

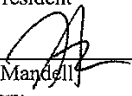
Toronto Standard Condominium Corporation No. 2249 (known as the "Corporation") certifies that:

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 16th day of July, 2012.

**TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2249**

Per: \_\_\_\_\_   
 Name: Tony Manocchio  
 Title: Vice-President

Per: \_\_\_\_\_   
 Name: David Mandell  
 Title: Secretary

We have the authority to bind the Corporation

TORONTO STANDARD CONDOMINIUM CORPORATION  
NO. 2249 (the "Corporation")

BY-LAW NO. 2

WHEREAS Toronto Artscape Inc. entered into an agreement (the "Shared Facilities Agreement") with Westside Gallery Lofts Inc. ("Westside") for the purposes of providing for the mutual use, maintenance, repair, replacement and cost sharing of various shared facilities for the mutual benefit of the parties, which Shared Facilities Agreement was registered on title to the Property on September 3, 2010 as Instrument No. AT2497740;

AND WHEREAS Westside has registered the Phase I Condominium (as such term is defined in the Shared Facilities Agreement) as Toronto Standard Condominium Plan No. 2249;

AND WHEREAS Westside has agreed to assign certain obligations and liabilities of Westside under the Shared Facilities Agreement to the Corporation;

BE IT ENACTED as a By-Law of Toronto Standard Condominium Corporation No. 2249 (the "Corporation") as follows:

1. The Corporation hereby accepts an assignment of certain obligations of Westside in the Shared Facilities Agreement and is authorized to enter into an Assignment Agreement substantially in the form annexed hereto as Schedule "A" (the "Assignment Agreement") to formally accept assignment all of the terms, provisions, benefits and obligations of the Westside with respect to the Corporation's property.
2. The Corporation does hereby confirm that all terms, provisions and conditions contained in the Shared Facilities Agreement including all covenants and obligations of the Corporation are hereby authorized, ratified, sanctioned and confirmed.
3. Any Officer(s) or Director(s) of the Corporation be and he is (they are) hereby authorized to execute on behalf of the Corporation, the Assignment Agreement, together with all other documents as may be necessary to more effectively carry out the intent of this By-Law.

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

DATED this this 16th day of July.

TORONTO STANDARD CONDOMINIUM  
CORPORATION NO. 2249

Per: \_\_\_\_\_  
Name: Tony Manocchio  
Title: Vice-President

Per: \_\_\_\_\_  
Name: David Mandel  
Title: Secretary

We have the authority to bind the Corporation

4

**SCHEDULE "A" TO BY-LAW NO. 2**

**ASSIGNMENT AGREEMENT**

**THIS AGREEMENT** made the this 16th day of July.

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

**WESTSIDE GALLERY LOFTS INC.**  
(hereinafter called "Westside")

- and -

**TORONTO STANDARD CONDOMINIUM  
CORPORATION NO. 2249**  
(hereinafter called the "Condominium Corporation")

**WHEREAS** Westside entered into a Shared Facilities Agreement with Toronto Westside Inc. notice of which was registered in the Land Titles Division of the Toronto Registry Office (No. 66) on September 3, 2010 as Instrument No. AT2497740 (the "Shared Facilities Agreement");

**AND WHEREAS** Westside has registered the Phase I Condominium (as such term is defined in the Shared Facilities Agreement) as Toronto Standard Condominium Plan No. 2249;

**AND WHEREAS** the parties hereto agree that Westside shall assign all of the obligations set forth in the Shared Facilities Agreement relating to the Phase I Condominium to the Condominium Corporation;

**NOW THEREFORE WITNESSETH** that in consideration of the sum of \$2.00 of lawful money of Canada now paid by each of the parties hereto to the other, and for other good and valuable consideration (the receipt and sufficiency which is hereby expressly acknowledged) Westside hereby assigns to the Condominium Corporation all of its right, title and interest in the Shared Facilities Agreement as it relates to the Phase I Condominium and the Condominium Corporation hereby agrees to formally assume (and to observe and abide by) all of the terms and provisions contained in the Shared Facilities Agreement as it relates to the Phase I Condominium, to indemnify Westside in respect thereof and to execute such further documents or assurances as Westside may hereafter require in order to evidence and confirm the same.

The Parties agree that Toronto Standard Condominium Corporation No. 2249 shall have the benefit of this Agreement notwithstanding that it is not named as a party hereto.

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

**WESTSIDE GALLERY LOFTS INC.**

Per: \_\_\_\_\_  
Name: Alan Saskin  
Title: President

I have authority to bind the Corporation

**TORONTO STANDARD CONDOMINIUM  
CORPORATION NO. 2249**

Per: \_\_\_\_\_  
Name: Tony Manocchio  
Title: Vice-President

Per: \_\_\_\_\_  
Name: David Mandell  
Title: Secretary

We have the authority to bind the Corporation



Document General  
Form 4 - Land Registration Reform Act

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FOR OFFICE USE ONLY	<p>AT <b>3100648</b></p> <p>CERTIFICATE OF RECEIPT RÉCÉPISSÉ TORONTO (66)</p> <p>2012-08-14 15:43</p> <p><i>[Signature]</i></p> <p>LAND REGISTRAR</p>	(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/>	(2) Page 1 of <b>4</b> pages
		(3) Property Identifier(s) <b>76249-894 LT</b> Block <b>0001</b> Property to <b>76249-0860 LT</b> Additional: See Schedule <input type="checkbox"/>	
		(4) Nature of Document <b>BY-LAW NO. 3</b> (Section 56 of the Condominium Act)	
		(5) Consideration <b>TWO</b> Dollars \$ <b>2.00</b>	
Executions Additional: See Schedule <input type="checkbox"/>		(6) Description <b>All Units on all Levels, together with their respective appurtenant common interests, comprising Toronto Standard Condominium Plan No. 2249</b>  <b>City of Toronto</b> <b>Land Titles Division of the Toronto Registry Office (No. 66)</b>	
New Property Identifiers Additional: See Schedule <input type="checkbox"/>		(7) This Document Contains (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>	

(8) This Document provides as follows:  
**See Schedule attached.**

Continued on Schedule

(9) This Document relates to instrument number(s)  
**AT2497741**

(10) Party(ies) (Set out Status or Interest) Name(s)	Signature(s)	Date of Signature Y M D
<b>TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2249</b>	<i>[Signature]</i> Per: <b>Tony Manocchio - Vice-President</b>	2012 08 14
<b>We have authority to bind the Corporation</b>	<i>[Signature]</i> Per: <b>David Mandell - Secretary</b>	2012 08 14

(11) Address for Service **120 Lynn Williams Street, Suite 2A, Toronto, Ontario M6K 3N6**

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

(13) Address for Service

(14) Municipal Address of Property <b>150 Sudbury Street Toronto, Ontario M6J 3S8</b>	(15) Document Prepared by: <b>Michael J. Baum Harris, Sheaffer LLP 4100 Yonge Street Suite 610 Toronto, Ontario M2P 2B5</b>	120707	Fees and Tax	
			Registration Fee	
			Total	

*Condominium Act, 1998*


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

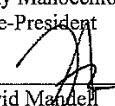
Toronto Standard Condominium Corporation No. 2249 (known as the "Corporation") certifies that:

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 this 16th day of July.

**TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2249**

Per: \_\_\_\_\_   
 Name: Tony Manocchio  
 Title: Vice-President

Per: \_\_\_\_\_   
 Name: David Mandell  
 Title: Secretary

We have the authority to bind the Corporation

**TORONTO STANDARD CONDOMINIUM CORPORATION  
NO. 2249 (the "Corporation")**

**BY-LAW NO. 3**

**WHEREAS** Toronto Artscape Inc. entered into an agreement (the "Shared Facilities Agreement") with Westside Gallery Lofts Inc. ("Westside") for the purposes of providing for the mutual use, maintenance, repair, replacement and cost sharing of various shared facilities for the mutual benefit of the parties, which Shared Facilities Agreement was registered on title to the Property on September 3, 2010 as Instrument No. AT2497741;

**AND WHEREAS** Westside has registered the Phase I Condominium (as such term is defined in the Shared Facilities Agreement) as Toronto Standard Condominium Plan No. 2249;

**AND WHEREAS** Westside has agreed to assign certain obligations and liabilities of Westside under the Shared Facilities Agreement to the Corporation;

**BE IT ENACTED** as a By-Law of Toronto Standard Condominium Corporation No. 2249 (the "Corporation") as follows:

1. The Corporation hereby accepts an assignment of certain obligations of Westside in the Shared Facilities Agreement and is authorized to enter into an Assignment Agreement substantially in the form annexed hereto as Schedule "A" (the "Assignment Agreement") to formally accept assignment all of the terms, provisions, benefits and obligations of the Westside with respect to the Corporation's property.
2. The Corporation does hereby confirm that all terms, provisions and conditions contained in the Shared Facilities Agreement including all covenants and obligations of the Corporation are hereby authorized, ratified, sanctioned and confirmed.
3. Any Officer(s) or Director(s) of the Corporation be and he is (they are) hereby authorized to execute on behalf of the Corporation, the Assignment Agreement, together with all other documents as may be necessary to more effectively carry out the intent of this By-Law.

The foregoing By-Law is hereby enacted as By-Law No. 3 of the Corporation.

DATED this 16th day of July.

**TORONTO STANDARD CONDOMINIUM  
CORPORATION NO. 2249**

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

Name: Tony Manocchio

Title: Vice-President

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

Name: David Mandell

Title: Secretary

We have the authority to bind the Corporation

**SCHEDULE "A" TO BY-LAW NO. 3**

**ASSIGNMENT AGREEMENT**

**THIS AGREEMENT** made the this 16th day of July.

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

**WESTSIDE GALLERY LOFTS INC.**  
(hereinafter called "Westside")

- and -

**TORONTO STANDARD CONDOMINIUM  
CORPORATION NO. 2249**  
(hereinafter called the "Condominium Corporation")

**WHEREAS** Westside entered into a Shared Facilities Agreement with Toronto Artscape Inc. notice of which was registered on behalf of the Phase I Condominium and the Phase II condominium (as such term is defined in the Shared Facilities Agreement) in the Land Titles Division of the Toronto Registry Office (No. 66) on September 3, 2010 as Instrument No. AT2497741 (the "Shared Facilities Agreement");

**AND WHEREAS** Westside has registered the Phase I Condominium (as such term is defined in the Shared Facilities Agreement) as Toronto Standard Condominium Plan No. 2249;

**AND WHEREAS** the parties hereto agree that Westside shall assign all of the obligations set forth in the Shared Facilities Agreement relating to the Phase I Condominium to the Condominium Corporation;

**NOW THEREFORE WITNESSETH** that in consideration of the sum of \$2.00 of lawful money of Canada now paid by each of the parties hereto to the other, and for other good and valuable consideration (the receipt and sufficiency which is hereby expressly acknowledged) Westside hereby assigns to the Condominium Corporation all of its right, title and interest in the Shared Facilities Agreement as it relates to the Phase I Condominium and the Condominium Corporation hereby agrees to formally assume (and to observe and abide by) all of the terms and provisions contained in the Shared Facilities Agreement as it relates to the Phase I Condominium, to indemnify Westside in respect thereof and to execute such further documents or assurances as Westside may hereafter require in order to evidence and confirm the same.

The Parties agree that Toronto Standard Condominium Corporation No. 2249 shall have the benefit of this Agreement notwithstanding that it is not named as a party hereto.

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

**WESTSIDE GALLERY LOFTS INC.**

Per: \_\_\_\_\_  
Name: Alan Saskin  
Title: President

I have authority to bind the Corporation

**TORONTO STANDARD CONDOMINIUM  
CORPORATION NO. 2249**

Per: \_\_\_\_\_  
Name: Tony Manocchio  
Title: Vice-President

Per: \_\_\_\_\_  
Name: David Mandell  
Title: Secretary

We have the authority to bind the Corporation



# Document General

Form 4 - Land Registration Reform Act

# D

FOR OFFICE USE ONLY

AT **3100649**  
CERTIFICATE OF RECEIPT.  
RÉCÉPISSE  
TORONTO (66)  
2012-08-14  
*[Signature]*  
15-46  
LAND REGISTRAR

New Property Identifiers Additional: See Schedule

Executions Additional: See Schedule

(1) Registry  Land Titles  (2) Page 1 of **23** pages

(3) Property Identifier(s) **76249-084-LT** Block **0001** Property to **76249-0860 LT** Additional: See Schedule

(4) Nature of Document **BY-LAW NO. 4**  
(Section 56 of the Condominium Act)

(5) Consideration **TWO** Dollars \$ **2.00**

(6) Description  
All Units on all Levels, together with their respective appurtenant common interests, comprising Toronto Standard Condominium Plan No. 2249  
City of Toronto  
Land Titles Division of the Toronto Registry Office (No. 66)

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

(8) This Document provides as follows:  
**See Schedule attached.**  
Continued on Schedule

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

(10) Party(ies) (Set out Status or Interest) Name(s) Signature(s) Date of Signature Y M D  
**TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2249** Per: *[Signature]* 2012 08 14  
**Tony Manocchio - Vice-President**  
We have authority to bind the Corporation Per: *[Signature]* 2012 08 14  
**David Mandall - Secretary**

(11) Address for Service **120 Lynn Williams Street, Suite 2A, Toronto, Ontario M6K 3N6**

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

(13) Address for Service

(14) Municipal Address of Property  
**150 Sudbury Street  
Toronto, Ontario  
M6J 3S8**

(15) Document Prepared by:  
**Michael J. Baum  
Harris, Sheaffer LLP  
4100 Yonge Street  
Suite 610  
Toronto, Ontario  
M2P 2B5** 120707

Fees and Tax	
Registration Fee	
Total	

*Condominium Act, 1998*

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

Toronto Standard Condominium Corporation No. 2249 (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 16th day of July, 2012.

**TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2249**

Per: \_\_\_\_\_  
Name: Tony Manocchio  
Title: Vice-President

Per: \_\_\_\_\_  
Name: David Mandell  
Title: Secretary

We have the authority to bind the Corporation

3

**TORONTO STANDARD CONDOMINIUM CORPORATION  
NO. 2249**

**BY-LAW NO. 4**

A By-Law respecting the Shared Facilities Agreement to be entered into between Westside Gallery Lofts Inc., Epic on Triangle Park Inc., Abell Investments Limited and St. Clare's Multifamily Housing Society (the "Parties") and Toronto Standard Condominium Corporation No. 2249 (the "Corporation").

**WHEREAS** the Parties and the Corporation have agreed to enter into an agreement for the purposes of providing for the mutual use, maintenance, repair, replacements, governance and cost-sharing of various facilities which will serve and benefit the Corporation and the Parties (the "Shared Facilities Agreement");

**BE IT ENACTED** as a By-Law of Toronto Standard Condominium Corporation No. 2249 as follows:

1. The Corporation enter into the Shared Facilities Agreement with the Parties having substantially the same form and content as the draft agreement annexed hereto as Schedule "A".
2. All of the terms, provisions and conditions contained in the Shared Facilities Agreement are hereby authorized, ratified, sanctioned and confirmed.
3. Any Officer(s) or Director(s) of the Corporation be and he is (they are) hereby authorized to execute on behalf of the Corporation, the Shared Facilities Agreement, together with all other documents as may be necessary to more effectively carry out the intent of this By-Law.

The foregoing By-Law is hereby enacted as By-Law No. 4 of the Corporation.

DATED this 16th day of July, 2012.

**TORONTO STANDARD CONDOMINIUM  
CORPORATION NO. 2249**

Per: \_\_\_\_\_  
Name: Tony Manocchio  
Title: Vice-President

Per: \_\_\_\_\_  
Name: David Mandell  
Title: Secretary

We have the authority to bind the Corporation

4

**SCHEDULE "A"**  
**SHARED FACILITIES AGREEMENT**

5

**SHARED FACILITIES AGREEMENT**

**THIS AGREEMENT MADE** as of the 16th day of July 2012

**BETWEEN:**

**TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2249**

a condominium corporation created by the registration of a declaration and description on the 16<sup>th</sup> day of July, 2012 in the Land Titles Division of the Toronto Registry Office (No. 66) as Instrument No. AT3073995.

(hereinafter referred to as the "Phase I Condominium");

- and -

**WESTSIDE GALLERY LOFTS INC.**

a corporation incorporated pursuant to the laws of the Province of Ontario, in its capacity as owner of the Phase II Lands and on behalf of the Phase II Condominium, once same is registered;

(hereinafter referred to as the "Westside")

- and -

**EPIC ON TRIANGLE PARK INC.**

a corporation incorporated pursuant to the laws of the Province of Ontario, in its capacity as owner of the Epic Lands and on behalf of the Epic Condominium, once same is registered

(hereinafter referred to as "Epic")

- and -

**ABELL INVESTMENTS LIMITED**

a corporation incorporated pursuant to the laws of the Province of Ontario, in its capacity as registered owner of the Abell Lands

(hereinafter referred to as "Abell")

- and -

**ST. CLARE'S MULIFAITH HOUSING SOCIETY**

a corporation incorporated pursuant to the laws of the Province of Ontario, in its capacity as registered owner of the leasehold interest in the Abell Lands

(hereinafter referred to as "St. Clare's")

**WHEREAS** the Phase I Condominium is situate on the north side of Sudbury Street in the City of Toronto comprising the property included in the Toronto Standard Condominium Plan No. 2249 registered in the Land Titles Division of the Toronto Registry Office (No. 66) and municipally known as 150 Sudbury Street, Toronto, Ontario.

**WHEREAS** Westside is the registered owner of the Phase II Lands (as those terms are hereinafter defined) on which lands Westside has or intends to develop the Phase II Condominium (as such terms is hereinafter defined);

**AND WHEREAS** Epic is or is about to become the registered owner of the Epic Lands (as that term is hereinafter defined) on which lands Epic intends to develop the Epic Condominium (as that term is hereinafter defined);

**AND WHEREAS** Abell is the registered owner of the Abell Lands (as that term is hereinafter defined) on which lands Abell has entered into a lease agreement (the "St. Clare's Lease") upon which St. Clare's has constructing the St. Clare's Development;

AND WHEREAS pursuant to the St. Clare's Lease St. Clare's has a leasehold interest in the Abell Lands and is entering into this Agreement in its capacity as the tenant of such lands;

AND WHEREAS it is acknowledged and agreed that Westside is entering into this Agreement for and on behalf of the Phase II Condominium, and on the express understanding that as and when it is registered as separate condominium corporation, they shall assume all covenants and obligations of Westside relating thereto as set forth herein, and correspondingly Westside shall thereupon be automatically released, relieved and forever discharged from said obligations and/or liabilities;

AND WHEREAS it is acknowledged and agreed that Epic is entering into this Agreement for and on behalf of the Epic Condominium, and on the express understanding that as and when it is registered as a separate condominium corporation, it shall assume all covenants and obligations of Epic relating thereto as set forth herein, and correspondingly Epic shall thereupon be automatically released, relieved and forever discharged from said obligations and/or liabilities;

AND WHEREAS the parties hereto have entered into this Agreement in order to provide for the mutual use, maintenance, cost-sharing and other matters relating to the Shared Facilities (as that term is hereinafter defined) as well as to regulate and govern the use and enjoyment of various easements over and/or benefiting all or various portions of the Total Site (as that term is hereinafter defined);

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration and the sum of TEN (\$10.00) DOLLARS of lawful money of Canada now paid by each of the parties hereto to the other (the receipt and sufficiency of which is hereby expressly acknowledged), the parties hereto hereby covenant and agree, to and with each other, as follows:

1. RECITALS

1.1 The parties hereto hereby confirm the veracity of the foregoing recitals, and agree with same, both in substance and in fact.

2. DEFINITIONS

2.1 General Terms

The terms "common elements", "units", "common expenses", "common interest", "board of directors", "description", "by-laws" and "rules" shall have the same meanings as are ascribed to such terms pursuant to the Act (as hereinafter defined), and their use herein shall have specific reference to the Three Condominiums.

2.2 Specific Terms

In addition to any other words, terms or phrases specifically defined elsewhere in this Agreement, the terms or phrases set out below shall have the meanings respectively ascribed to them as follows:

- (a) "Abell Lands" shall mean the lands legally described as Part of Block 5, Plan of Ordinance Reserve, being Parts 8 and 9 on Plan 66R-23505, and Part 1 on Plan 66R-23756; City of Toronto, being all of PIN 21298-0427 (LT);
- (b) "Acceptable Standards" shall mean:
  - (i) with respect to any equipment, device, apparatus or system: efficient and safe operating capability for its intended purpose(s) in accordance with the standards specified by its manufacturer(s)/supplier(s) and prescribed by all applicable laws, regulations and by-laws;
  - (ii) with respect to any landscaped/grassed area: appearing to be properly cultivated/tended, suitable for its intended purpose(s) and in compliance with all applicable laws, regulations and by-laws; and
  - (iii) with respect to any structural or other non-operating element, part or component: good repair, having regard to the standards maintained by a prudent owner of a comparable building of comparable age;
- (c) "Act" shall mean the *Condominium Act, 1998*, S.O. 1998, as amended, together with any successor legislation intended to replace or supersede same;

- (d) **"Agreement"** shall mean the within agreement and all written amendments hereto and all schedules referred to herein;
- (e) **"Authorized Card Holder"** means a person who has the authority or right to use a Residential Parking Space and is in possession of a Pass Card;
- (f) the **"Benefiting Owners"** shall mean those owners of the dominant tenement with respect to the Easements (as that term is hereinafter defined) that are entitled to the benefit of same, provided however, in respect of the Three Condominium Corporations, for the purposes of giving and receiving notice(s), procuring consents and for the purposes of carrying out any Work (as that term is hereinafter defined) or repairing and/or restoring any damage or alterations, all as contemplated in Article 5 hereof, "Benefiting Owners" shall mean the respective condominium corporation(s) comprising the Three Condominium Corporations (for and on behalf of the unit owners therein) created over all or any portion of the aforesaid dominant tenement;
- (g) **"Buildings"** shall mean the buildings constructed on the Total Site;
- (h) **"Common Driveway"** shall mean the roads, curbs, driveways, drive aisles and lanes, ramps, sidewalks, walkways, ramp lighting and warning lighting, overhead garage doors and door equipment, garage enter-phone/access system and glycol snow melting system (if any), situate within Levels A and 1 of the Phase I Condominium and the ground level of the St. Clare's Development, and which are used for vehicular and where applicable pedestrian access, ingress and egress from Sudbury Street to the underground garages constructed within the Total Site, and which are designated as Parts 6, 32, 33, 34, 36 and 37 on Plan 66R-25068;
- (i) **"Declarant"** shall mean Westside, its respective successors and assigns, in respect of Phase I Condominium and the Phase II Condominium and Epic, its respective successors and assigns, in respect of the Epic Condominium;
- (j) **"Declarant's Construction Easement"** shall mean any Easement described in or created upon the registration of any Declaration or pursuant to the terms of this Agreement or any other easements, rights and rights in the nature of an easement hereafter created between any one of the Owners for access over, under or through various portions of the Total Site (including portions of the Shared Facilities contained therein) to permit the construction and development of the Phase I Condominium, the Phase II Condominium, or the Epic Condominium (as hereinafter defined);
- (k) **"Declarations"** shall mean the respective declarations of the Three Condominiums (as hereinafter defined) whether same have been registered as of the date of this Agreement or are registered at any time thereafter and the term **"Declaration"** shall mean the specific declaration of the particular condominiums (comprising one of the Three Condominiums) dictated by the context in which said term is used;
- (l) **"Easements"** shall mean, collectively, the easements, rights, and rights in the nature of easements over, under or through the Shared Facilities as described in Schedule "A" of any of the Declarations and any other easements, rights and rights in the nature of an easement hereafter created between any of the Owners and relating to the Shared Facilities, and the term **"Easement"** shall mean any particular portion of the Easements as dictated by the context in which said term is used;
- (m) **"Easement Areas"** shall mean collectively those portions of the Total Site which are subject to the Easements, and shall also include any Relocated Easement Areas (as described in paragraph 6.08 hereof) and the term **"Easement Area"** shall mean any particular portion of the Easement Areas as dictated by the context in which said term is used;
- (n) **"Emergency"** shall mean any circumstance(s) or event(s) involving danger to, or the safety of, persons, danger of property damage or loss and/or the suspension of any utility or service to any one or all of the Owners whether actually occurring or imminent;
- (o) **"Epic Condominium"** shall mean the condominium intended to be registered upon the Epic Lands;
- (p) **"Epic Lands"** shall mean that portion of those lands and premises described as Part of Abell Street on Plan 878, Toronto, Closed by By-Law # OD33202 & Part of Block 5, Plan Ordinance Reserve, Toronto, designated as Parts 1, 2, 3, 4, 5, 6 & 7 on Plan 66R-23505, being part of PIN 21298-0432 (LT) and save and except for Part 1 on Plan 66R-23756;
- (q) **"Governmental Authorities"** shall mean the City of Toronto, and all other governmental authorities or agencies having jurisdiction over the Total Site;

- (r) **"Owner"** shall mean, with respect to the Phase I Lands, the Phase I Condominium; with respect to the Phase II Lands, the Phase II Condominium including their respective successors, in title, and until such time as a condominium is registered on the Phase II Lands the Owner of such lands shall be Westside; with respect to the Epic Lands, the Epic Condominium including their respective successors, in title, and until such time as a condominium is registered on the Epic Lands the Owner of such lands shall be Epic, and with respect to the Abell Lands, St. Clare's and its successors in title during the term of the St. Clare's Lease or any extension or renewal thereof and thereafter, the Owner of such lands shall be Abell, its successors or assigns;
- (s) **"Pass Card"** means the card, key fob or other access device used by Authorized Card Holders to permit access to the underground parking garage located in the Phase I Condominium;
- (t) **"Phase I Condominium"** shall mean Toronto Standard Condominium Corporation No. 2249, which is registered upon those lands and premises situate in the City of Toronto and legally described as Part of Ordnance Reserve, according to a plan registered in the Registry Division of the Toronto Registry Office as Plan of Ordnance Reserve, designated Parts 6, 21 to 24 inclusive, 27, 30, 32, 33, 36 to 39 inclusive, 41, 43 to 52 inclusive and 54 to 56 inclusive, on 66R-25068, save and except PARTS 1 and 6, Plan 66R-26215 (which lands will be more particularly described in Schedule "A" of the Declaration of the Phase I Condominium and which are hereinafter referred to as the **"Phase I Lands"**);
- (u) **"Phase II Condominium"** shall mean the condominium to be created upon those lands and premises situate in the City of Toronto and legally described as Part of Ordnance Reserve, according to a plan registered in the Registry Division of the Toronto Registry Office as Plan of Ordnance Reserve, designated Parts 28, 29, 31, 40 and 42 on Plan 66R-25068, save and except PARTS 3 and 4, Plan 66R-26215, being part of PIN 21298-0436(LT) (which lands will be more particularly described in the Declaration of the Phase II Condominium and which are hereinafter referred to as the **"Phase II Lands"**);
- (v) **"Proportionate Share"** shall mean the respective share of the Shared Facilities Costs to be borne by each of the Owners, as the case maybe, in accordance with the terms and conditions hereof, and which Proportionate Share shall be determined as set out in Section 3.1(a) hereof;
- (w) **"Residential Parking Space"** shall mean a parking unit or space in the Total Site used for the purpose of resident parking, and shall exclude any space which is used for visitor parking, save and except for those visitor parking spaces utilized for parking cars used in connection with a commercial car share program.
- (x) **"Responsible Party"** shall mean an Owner who has a duty to implement, carry out and/or complete an undertaking or obligation under this Agreement;
- (y) **"Servient Owners"** shall mean those Owners of the servient tenement(s) in respect of the Easements who are subject to the burden of same, provided however, that for the purposes of giving and receiving notice(s), and for the purposes of carrying out any Work or repairing and/or restoring any damage or alterations, all as contemplated in Article 5 hereof, the term **"Servient Owners"** shall mean the condominium corporation(s) (for and on behalf of the unit owners thereof) created over all or any portion of the aforesaid servient tenement(s);
- (z) **"Shared Facilities"** shall mean the Common Driveway, the Shared Servicing Systems, and the Type G Loading Facility;
- (aa) **"Shared Facilities Budget"** shall mean the budget outlining the projected Shared Facilities Costs for the twelve (12) month period immediately following the preparation and submission of same to the Owners, which is prepared in accordance with the terms and provisions of this Agreement;
- (bb) **"Shared Facilities Costs"** shall mean the aggregate of all costs and expenses incurred in connection with maintenance, repair and operation of the Common Driveway, including without limitation, the cost of maintaining and repairing all electrical and mechanical equipment, fixtures and installations comprising same or appurtenant thereto, together with the amount of any municipal, provincial or federal taxes and/or common expense assessments attributable thereto (or any portion thereof);
- (cc) the **"Shared Services"** shall mean the services described in Section 5.2;
- (dd) **"Shared Servicing Systems"** shall mean the physical components of the mechanical and electrical systems shared by the Owners, including without limitation, the fire protection, security and life safety systems servicing the Total Project, provided however, that the term **"Shared**

“Servicing Systems” shall exclude any servicing system(s) which serve and benefit only one of the Owners exclusively and the term “Shared Servicing System” shall mean the particular “Shared Servicing System” dictated by the context in which said term is used;

- (ee) “St. Clare’s Development” shall mean the new building constructed upon the Abell Lands, comprising 190 not-for-profit rental units;
- (ff) “Three Condominiums” shall mean the Phase I Condominium, the Phase II Condominium, and the Epic Condominium collectively;
- (gg) “Total Project” shall mean all of the Buildings, structures, improvements and installations intended to be constructed upon the Total Site;
- (hh) “Total Site” shall mean the Phase I Lands, the Phase II Lands, the Epic Lands and the Abell Lands, collectively;
- (ii) “Transfer Date” shall mean the earlier of:
  - (i) the date upon which the last of the Three Condominiums has been registered as a separate condominium pursuant to the provisions of the Act by the Declarant and all residential units therein have been sold and conveyed by the Declarant; and
  - (ii) such earlier date as the Declarant may determine in their sole and unfettered discretion, provided such date shall be no earlier than the turnover meeting of the Phase I Condominium;
- (jj) “Type G Loading Facility” means the Type G loading facility and truck turning radius located on Parts 34 and 35 on Plan 66R-25068 on the Reference Plan; and
- (kk) “Work” shall have the meaning ascribed to it in Section 5.2 hereof;

### 3. RESPONSIBILITY FOR PAYING THE SHARED FACILITIES COSTS

- 3.1 The Shared Facilities Costs, including utilities, upkeep, maintenance, repair, replacement and snow ploughing shall be allocated and paid on the following basis:
  - (a) Subject to subparagraphs (b) and (c), with respect to those costs relating to the Common Driveway the Proportionate Share of each of the Owners from time to time shall be the proportion that the total number of parking spaces in each of the Three Condominiums and the St. Clare’s Development bears to the total number of parking spaces contained within the Total Project at that time.
  - (b) St. Clare’s or Abell, as the case may be, shall not be responsible for its Proportionate Share of the Shared Facilities Costs relating to the Common Driveway, for so long as the St. Clare’s Development is managed, operated and maintained on a not-for-profit basis. Accordingly, until such time as the St. Clare’s Development becomes a “for-profit” development, including without limitation the condominiumization of the St. Clare’s Development and the sale of units therein, the Phase I Condominium, the Phase II Condominium and the Epic Condominium shall contribute equally towards St. Clare’s or Abell’s, as the case maybe, Proportionate Share in the proportion that the total number of parking spaces in each of the Three Condominiums bears to the total number of parking spaces contained within the all of the Three Condominiums at that time;
  - (c) Epic shall not be responsible for its Proportionate Share of the Shared Facilities Costs until such time as the Epic Condominium is registered upon the Epic Lands.
  - (d) Each Owner shall be responsible for the costs associated with those Shared Servicing Systems within their respective lands.
  - (e) The Shared Facilities Costs, including upkeep, maintenance, and snow ploughing with respect to the Type G Loading Facility shall be the sole responsibility of St. Clare’s (or Abell as the case maybe) and Epic.
- 3.2 Any Shared Facilities Costs necessitated by the wilful or negligent act or omission of any party hereto or of any of its occupants, employees, agents, contractors, licensees or invitees shall be paid by that party and not included in the Shared Facilities Costs that are allocated and paid by the parties hereto in the manner set forth in paragraph 3.1 hereof.

4. **PARKING GARAGE ACCESS/SECURITY**

Westside until the Transfer Date, and thereafter the Phase I Condominium shall be responsible for administering Pass Cards to the respective Owners on behalf of their Authorized Card Holders, and maintaining the Common Driveway ramp access/security system. Westside until the Transfer Date, and thereafter the Phase I Condominium shall promptly provide a Pass Card to an Owner for delivery to an Authorized Card Holder, upon receipt of a written request therefor and reimbursement of the actual cost of purchasing the Pass Card to Westside or the Phase I Condominium, as the case maybe. Authorized Card Holders shall be limited to one Pass Card per Residential Parking Space. Westside agrees to coordinate the design, installation and operation of the ramp access/security system with the respective parking garage security systems of the Owners, in order that any inconvenience to Authorized Pass Holders is minimized.

5. **OPERATION, USE AND MANAGEMENT OF THE SHARED FACILITIES**

5.1 **General Operation and Use of the Shared Facilities**

- (a) The Owners, and the owners, residents or tenants (as well as the invitees of said owners, residents and tenants) of dwellings units within the Total Site, shall have use of the Shared Facilities at all times, subject to and in accordance with the Act, the terms and conditions of this Agreement and the Easements.
- (b) Each of the Owners shall be responsible for establishing rules and procedures with respect to the use, operation, staffing, illumination, maintenance and/or repair of those Shared Facilities located within their lands,;
- (c) Each of the Owners shall be responsible for making arrangements for the provision of all requisite utilities and equipment (eg. water and hydro services) security services and/or computer monitoring services and equipment for those Shared Facilities located within their lands, including without limitation, the installation and/or reading of separate consumption or check meters measuring the consumption of utilities supplied to the Shared Facilities;

5.2 **The Shared Services**

- (a) The Shared Services shall mean those services undertaken and provided with respect to the operation, maintenance and repair of the Common Driveway. Notwithstanding, and without limiting the generality of the foregoing, the Shared Services shall mean the following:
  - (i) maintenance and repair, including renovation or reconstruction as necessary, of the Common Driveway to ensure that same are and will operate in accordance with Acceptable Standards;
  - (ii) preparation and setting of annual budgets with respect to all Shared Services and the Common Driveway and all matters related thereto;
  - (iii) obtaining of any professional services, consultants, opinions, reports and advice with respect to the Common Driveway;
  - (iv) all services relating to contract cleaning in respect of the Common Driveway;
  - (v) all services relating snow and ice removal in respect of the Common Driveway;
  - (vi) administration expenses in respect of the Common Driveway.
- (b) All Shared Services shall be provided expeditiously in a good and workmanlike manner without unnecessary interference with the normal use of the Total Site and/or the Buildings thereby affected or with the benefit of the Easements appurtenant thereto, and, where performed by contract with others, the contract price shall be competitive, except in an emergency in which time did not permit competitive selection.
- (c) The Owners shall promptly notify the other Owners of any maintenance, repair or other attention required of which it becomes aware in respect of the Shared Facilities located in the other Owners' component of the Total Site.

5.3 **Maintenance and Repair Work**

The inspection, maintenance, repair and/or replacement of any Buildings, installations, structures, improvements reconstruction and/or services pursuant to the Easements, the Declarations, this Agreement

or otherwise including any repair after damage (hereinafter collectively referred to as the "Work") shall be carried out in accordance with the following conditions, provisions and restrictions:

- (a) any Work relating to the Common Driveway shall be carried out and completed under the direction and control of the Declarant of the Phase I Condominium until the Transfer Date, and thereafter by the Phase I Condominium, in accordance with Acceptable Standards;
- (b) any Work relating to the Type G Loading Facility, and coordination of compliance with applicable requirements of the Governmental Authorities in relation the Type G Loading Facility, shall be carried out and completed under the direction and control of St. Clare's, and upon termination or expiration of the St. Clare's Lease, Abell, in accordance with Acceptable Standards;
- (c) any Work relating to the Shared Servicing Systems shall be the responsibility of and carried out under the direction and control of the Owner of the Lands in which such Shared Servicing Systems are located, all at their sole cost and expense, provided however the Owners shall use their best efforts and work together to ensure that such Work is coordinated amongst the Owners where necessary;
- (d) any Work that does not relate to the Shared Facilities shall be the responsibility of and carried out under the direction and control of the Owner of the Lands in which such Buildings, installations, structures, improvements and/or services are located, all at their sole cost and expense;
- (e) the Work shall be carried out as soon as reasonably possible, having due regard, to weather conditions and the availability of labour, materials and equipment, and in accordance with Acceptable Standards; and
- (f) in the event any Buildings, soil or structures or other improvements situate within the applicable property (i.e. the Phase I Lands, Phase II Lands, the Epic Lands and/or the Abell Lands) encompassing the Easement Areas are physically altered or damaged in the course of carrying out the Work, then such alteration or damage shall be forthwith restored and/or repaired (as the case may be) to substantially the same condition as existed prior to such physical alteration or damage having occurred or arisen by the party responsible for such damage or alteration.

#### 5.4 Management of the Shared Facilities

- (a) Each of the Owners shall be responsible for managing those Shared Facilities located within their respective lands.
- (b) Westside until the Transfer Date, and thereafter the Phase I Condominium shall, no later than the 60<sup>th</sup> day before the end of the current fiscal year, submit to the other Owners for approval, the Shared Facilities Budget containing the estimated the cost of the Shared Services for the period expiring at the end of the next fiscal year. The fiscal year shall coincide with fiscal year of the Phase I Condominium.
- (c) Each yearly Shared Facilities Budget shall include the amount of each expense, the particulars of the type, frequency and level of the services to be provided and a projected breakdown of Shared Facilities Costs on a monthly basis, and the fees to be paid in respect of the Shared Services.
- (d) Each of the Owners shall incorporate the Shared Facilities Budget into their respective overall budget.
- (e) Each Condominium Corporation shall provide monthly contributions as set out in the Shared Facilities Budget to an account for the Common Driveway maintained by Westside until the Transfer Date, and thereafter by the Phase I Condominium.
- (f) If unanticipated repairs to the Common Driveway are found to be necessary or whenever, in the opinion of Westside or the Phase I Condominium, as the case may be, any change in the budgeted expenditures makes it desirable to do so, Westside or the Phase I Condominium, as the case maybe, shall submit to the other Owners, a budget supplemental to the yearly Shared Facilities Budget covering the additional expenses to be incurred for the performance of the Shared Services for the then-remaining portion of the current calendar year, and the procedure set out in subparagraphs 5.4(e) and (f) above shall apply to the said supplemental budget.
- (g) Save for repairs required to be done in an Emergency, or required to avoid suspension of any service, Westside or the Phase I Condominium, as the case maybe, shall not make any expenditures in excess of the amount proposed in the Shared Facilities Budget (on a monthly

basis if applicable) approved by the Owners or substantially in excess of any particular item in the approved Shared Facilities Budget.

- (h) The Owners shall:
- (i) in the case of a major Emergency (i.e. those seriously affecting human safety, welfare or vital services, or involving potential or actual large-scale property damage), immediately notify those who are in danger, the appropriate public authorities and the other Owners and act in consultation and co-operation with those authorities and the other Owners in dealing therewith;
  - (ii) in the case of an Emergency that is not major, deal expeditiously therewith in accordance with the exigencies thereof and notify the other Owners as soon as is reasonably possible during business hours.
- (i) In any case in which the cost of any particular item of unanticipated repairs submitted in an approved supplementary budget, or where the cost of a particular item of repair or maintenance provided for in an approved yearly Shared Facilities Budget is estimated to exceed the sum of Five Thousand Dollars (\$5,000.00):
- (i) Westside or the Phase I Condominium, as the case maybe, shall obtain and submit three written quotations therefor;
  - (ii) the Owners shall consider such estimates and make a decision thereon; and
  - (iii) if within seven (7) days of the submission of any estimate, actual or deemed agreement has not been reached by the Owners as to the method and cost of the work, any Owner may submit the matter to mediation and if necessary, ADR pursuant to Article 15 of this Agreement.
- (j) If the cost of any item of the type described in subparagraph 5.4(i) above does not exceed Five Thousand Five Hundred Dollars (\$5,000.00) per annum, Westside or the Phase I Condominium, as the case maybe, may engage any parent or subsidiary corporation or any person, firm or corporation associated, affiliated or otherwise connected with it to perform said work or services provided that the cost of the said work or services shall not exceed the cost which it is reasonably estimated would be incurred if written quotations were obtained.
- (k) If in the opinion of any Owner, Westside or the Phase I Condominium, as the case maybe, is failing to properly carry out its contractual duties, such Owner shall be entitled to give Westside or the Phase I Condominium, as the case maybe, and the other Owners written notice that Westside or the Phase I Condominium, as the case maybe, is in breach of its obligations to perform such duty or duties and unless Westside or the Phase I Condominium, as the case maybe, shall rectify such failure or failures within Fifteen (15) Days after the giving of such notice, then the first-mentioned Owner shall be entitled to have such work carried out as may be necessary to cure such failure or failures and shall be entitled to be reimbursed by the other Owners for its share of the cost of carrying out such work.
- (l) In the event that an Owner completes any repair or other work in an Emergency when Westside or the Phase I Condominium, as the case maybe, was not available or otherwise able to complete such repairs or work, such Owner shall be entitled to be reimbursed to the same extent as if same had been performed pursuant to subparagraph 5.4(k) above.

## 6. THE EASEMENTS

### 6.1 Easements

The parties hereto acknowledge and agree that portions of the lands comprising the Total Site are together with and subject to certain easements ("Easements") as more particularly set out on the registered title thereto.

### 6.2 Invalidity of Easements

To the extent that any of the Easements shall be finally interpreted or adjudged (by a court of competent jurisdiction) as failing to, or incapable of, creating a right or interest in land, any such Easement so adjudged or interpreted shall be deemed to constitute a licence in favour of those parties and for those specific purposes, as set out therein and the parties hereto shall execute any and all documentation that may be required in order to give further effect to this provision. Furthermore, if any of the Easements are not validly created until the registration of the last of the Three Condominiums, such Easement shall be

deemed to constitute a licence in favour of those parties and for those specific purposes, as set out herein, until the registration of the last of the Three Condominiums.

### 6.3 General Use of Easements

- (a) The use and enjoyment of the Easements by the Benefiting Owners, shall be subject to the overriding provisions and/or restrictions set forth in this Agreement.
- (b) With respect to the use of the Easements:
  - (i) the Benefiting Owners, in exercising their rights under the Easements, shall act (and cause any other persons using the Easements to act) in a prudent and reasonable manner and in accordance with all applicable laws so as to minimize (insofar as is reasonably possible) the interference and inconvenience occasioned thereby to the Owner(s) of the Easement Areas;
  - (ii) each of the Owners shall have the right to partially obstruct (on a temporary basis only) an Easement Area (or alternatively, temporarily suspend the benefit of the Easement relating thereto) within its respective lands, in order to maintain and/or repair any Buildings, installations, structures and/or services that said Owner has a duty to maintain and repair under the Declarations or Act, except in the case of an Emergency, upon ten (10) days prior written notice of such partial obstruction or temporary suspension (as the case may be), being given to the Benefiting Owners, provided however, that in the event said maintenance and repair work involves any part of the Shared Facilities, such maintenance and repair work shall only be carried out in accordance with and pursuant to the provisions of Article 5 hereof;
  - (iii) subject to sections 6.3(d) and 6.4 hereof, there shall be no partial obstruction of an Easement Area (or temporary suspension of the Easements relating thereto) for any purpose other than those specifically set out in this section 6.3, without the consent of the Benefiting Owners, unless alternate arrangements with respect to the use and enjoyment of an Easement Area, satisfactory to the Benefiting Owners, acting reasonably, are implemented.
- (c) The temporary suspension of an Easement and/or the partial obstruction of an Easement Area shall be carried out in a reasonable and/or prudent manner so as to minimize the interference or inconvenience occasioned thereby to the Benefiting Owners.
- (d) Subject only to the provisions of this Section 6.3 hereof, there shall be no partial obstruction of the Common Roadway, or the Type G Loading Facility (or any temporary suspension of the Easement(s) providing use and enjoyment of same) unless and until alternative arrangements for both ingress and egress have been implemented.

### 6.4 Use of Declarant's Construction Easement

- (a) The benefit of a Declarant's Construction Easement shall not be partially obstructed or temporarily suspended without the Declarant's prior written consent thereto except in the case of an Emergency.
- (b) In the event that any Buildings, soil, structures or other improvements are damaged, destroyed or materially altered by the Declarant or by its workmen, agents, representatives and/or retained contractors or consultants or by anyone else for whom the Declarant is in law liable or responsible in the course of the exercise of the Declarant's Construction Easement, the Declarant shall be responsible for repairing and restoring same to substantially the same condition as existed prior to such damage, destruction or material alteration.

### 6.5 Relocation of Easements

- (a) An Owner shall have the unilateral right to relocate any of the Easement Areas within its lands, (which relocated easements areas shall be hereinafter referred to as the "Relocated Easement Areas") as well as amend the Easements relating thereto so that same reflect the Relocated Easement Areas (which amended Easements shall be hereinafter referred to as the "Relocated Easements") in order to re-align the Easement Areas with the as-built location of any Building, structure, facility and/or improvements intended to be used pursuant to the Easement or to rectify any encroachment of a Building, structure, facility and/or improvement that was not intended to be part of the Easement Area, provided however that:

- (i) any relocation of an Easement Area and/or amendment of an Easement does not diminish the benefit of the Easement to such an extent that it would no longer be adequate for the purposes intended;
  - (ii) the Owner shall prepare a reference plan delineating the Relocated Easement Areas; and
  - (iii) the Owner shall be responsible for procuring any and all consents from the Governmental Authorities required in connection with the relocation of the Easements, on the understanding that all necessary parties hereto shall co-operate with the Owner in satisfying any conditions imposed with respect thereto.
- (b) The parties hereto shall use their best efforts to procure any such releases and reconveyances as may be required from time to time in order to evidence and confirm the Relocated Easements and/or Relocated Easement Areas, as hereinbefore contemplated, and shall execute any and all documentation and do and suffer any act necessary to give effect to same, and there shall be no additional consideration payable by the parties with respect to the aforesaid release and reconveyance of the relevant Easements, and the transfer, grant and conveyance of the Relocated Easements, provided that the preparation and registration of all of the aforesaid documentation shall be performed by the Declarant, all at its sole cost and expense.

#### 7. FIRE DAMPERS/SHUTTERS/CURTAINS

- 7.1 In the event any fire dampers, shutters or curtains installed in the underground garages within the Total Site are activated, thereby preventing or restricting access to the underground garage within an Owner's lands, the Owners shall use their best efforts and work together to ensure that any fire dampers, shutters or curtains, once activated, are promptly raised or opened when safe to do so. Each of the Owners are responsible for the costs associated with raising or opening the fire dampers, shutters or curtains within their respective lands.

#### 8. SELF-HELP REMEDIES

- 8.1 Notwithstanding anything hereinafter provided to the contrary, it is expressly understood and agreed that in the event that:

- (i) a party hereto has failed to implement, carry out and/or complete any Work that it otherwise has a duty to implement, carry out and/or complete under this Agreement; or
- (ii) any Responsible Party (as hereinafter defined) fails to obtain and maintain the Shared Facilities Insurance (as that term is hereinafter defined) it is obliged to obtain and maintain pursuant to Article 10 hereof;

(for the purposes of this Article the party failing to carry out the Work, obtain and maintain the Shared Facilities Insurance and/or enter into its Shared Trust Agreement, as the case may be, shall be hereinafter referred to as a "Defaulting Party" and the party intending to carry out the Work, obtain and maintain the Shared Facilities Insurance and/or enter into the Shared Trust Agreement, as the case may be, for and on behalf of the Defaulting Party shall be hereinafter referred to as the "Non-Defaulting Party") then provided:

- (iii) written notice has been delivered to the Defaulting Party; and
- (iv) the default set out in the aforesaid written notice has not been rectified within fourteen (14) days of the Defaulting Party's receipt of said notice;

the Non-Defaulting Party shall be entitled to carry out the Work (provided however that the provisions of Section 5.3(e) and (f) hereof shall apply *mutatis mutandis* to said Work) and/or obtain and maintain the Shared Facilities Insurance for and on behalf of the Defaulting Party and the cost incurred by the Non-Defaulting Party in connection with any of the foregoing provisions shall, for all purposes, constitute Shared Facilities Costs to be shared and paid for in accordance with the provisions of Article 3 hereof.

- 8.2 For the purposes of this Article 8, the commencement of any Work by a Responsible Party shall be evidenced by either its institution of a tendering process in respect of the Work, or by the actual implementation or utilization of physical labour and/or materials with respect thereto.
- 8.3 Notwithstanding anything hereinbefore provided to the contrary, each Responsible Party shall be entitled to carry out Work without notice in the case of an Emergency, provided however, that the said party shall make reasonable efforts to give prior notice of the nature of the Emergency and of the nature and scope of the Work necessary in light of the Emergency to the other parties.

- 8.4 The parties hereto hereby covenant and agree that the amount of any costs incurred by a Non-Defaulting Party in connection with any of the foregoing matters shall not be challenged by any of the other parties hereto, unless said amount(s) is clearly demonstrated to be substantially in excess of the reasonable costs and/or expenses that would have otherwise been incurred by the Defaulting Party.

9. **MUTUAL INDEMNITIES**

- 9.1 Each party covenants and agrees to forthwith repair and/or replace any landscaping, equipment or other property (both realty and personalty) within the property of any other party hereto which is altered, damaged or destroyed by any such party or by its residents, tenants, invitees, workmen, agents, representatives, contractors and/or subcontractors, or by anyone else for whom such party is in law responsible or liable (either vicariously or otherwise), in the course of using (or enjoying the benefits of) the Shared Facilities.

- 9.2 Subject to the foregoing provisions of this Article, each of the parties hereto hereby covenant and agree to indemnify and save the other harmless, from and against all claims, costs, damages and/or liabilities which any of them may hereafter suffer or incur as a result of (or in connection with) the other's use, operation, maintenance and/or repair of the Shared Facilities, or any portion thereof, provided however that no party hereto shall be indemnified for its own acts or instances of gross negligence or wilful misconduct.

10. **INSURANCE**

- 10.1 Each of the parties hereto (which parties shall be hereinafter individually referred to as a "Responsible Party" and collectively referred to as the "Responsible Parties") shall obtain and maintain the following insurance with respect to those portions of the Shared Facilities (hereinafter collectively referred to as the "Shared Facilities Insurance") which are completed and which are contained within or situate upon their respective lands (which Shared Facilities shall be hereinafter referred to as their "Respective Portions"):

- (i) public liability insurance with respect to incidents or occurrences happening upon their Respective Portions providing a minimum coverage of \$5,000,000.00 per occurrence;
- (ii) fire and property damage insurance sufficient to cover 100% of the repair and/or replacement cost of all damaged property (both realty and personalty) comprising part of their Respective Portions; and
- (iii) comprehensive boiler, machinery and pressure vessel insurance on a repair and replacement basis, in such amount as would be normally maintained by prudent owners of such buildings and which amount shall initially not be less than \$5,000,000.00 and shall contain a "disputed loss agreement" between the property loss insurers and the boiler and machinery insurers;

in accordance with the applicable provisions of the Act and this Agreement.

- 10.2 Each of the insurance policies maintained pursuant to the foregoing section 10.1, shall:

- (i) not contain any co-insurance clause and name each of the Responsible Parties as a named insured;
- (ii) contain a provision whereby the insurer will not cancel or alter or refuse to renew such policy prior to its expiration, except after sixty (60) days prior written notice to each named insured thereunder;
- (iii) be taken out and maintained with the same insurer, which insurer shall, until the Transfer Date, be chosen by Westside, acting reasonably; and
- (iv) contain waivers of subrogation which cover at a minimum the Insurance Trustee (as hereinafter defined), the directors, officers, managers, agents, employees, invitees, tenants and servants of each of the Owners save and except for arson, fraud, vandalism or wilful misconduct.

- 10.3 Any proceeds arising from the Shared Facilities Insurance shall be payable as follows:

- (i) to the Insurance Trustee with respect to any loss occasioned to any Respective Portions comprising part of (or encompassed within) the description of any of the Three Condominiums; or
- (ii) to St. Clare's, or upon the termination of its Lease, Abell, with respect to any loss occasioned to the Type G Loading Facility; and

(iii) to an Owner if otherwise not yet contained (or encompassed within) a condominium description:

for the purposes of carrying out any Work arising as a result of damage in accordance with Article 5 hereof. In the event there are any surplus funds remaining after the completion of said work the applicable Responsible Party whose Respective Portions has been repaired and/or restored shall be entitled to receive and/or retain all of said surplus funds.

- 10.4 Nothing contained in this Agreement shall be construed to prohibit any of the parties hereto from arranging for additional insurance above and beyond that contemplated herein, provided however, that any premiums with respect to same shall be paid by the party obtaining such additional insurance coverage.
- 10.5 From and after the Transfer Date, the responsibility for procuring the Shared Facilities Insurance shall devolve upon the property for and on behalf of Phase I Condominium.
- 10.6 The Responsible Parties shall obtain an appraisal from one or more independent and qualified appraisers in order to ascertain the full replacement cost of the Shared Facilities whenever they mutually agree that such an appraisal is necessary.
- 10.7 For purposes of greater certainty and clarity there shall be no obligation to obtain insurance with respect to any portion of the Shared Facilities that have not yet been constructed from time to time nor with respect to any boiler, machinery or pressure valves not yet installed and/or operating or that may not be constructed within any of the phases comprising the Total Project.

#### 11. INSURANCE TRUSTEE

- 11.1 Any and all insurance proceeds of any insurance policy in excess of 15% of the replacement cost of the property covered by the insurance policy payable to or for any party hereto for the repair of its assets and attributable to damage to any part(s) of the Shared Facilities (after allowing for any proceeds attributable to damage to other than the Shared Facilities as determined by the Insurer, acting reasonably) shall be held by an insurance trustee mutually agreeable to all Owners (the "Insurance Trustee") and if an Insurance Trustee cannot be agreed upon, the Insurance Trustee shall be appointed in accordance with the arbitration provisions of Article 15 hereof.
- 11.2 The Insurance Trustee appointed in accordance with paragraph 11.1 hereof shall be a trust company registered under the *Loan and Trust Corporations Act* or shall be a chartered bank, with which the parties shall enter into an agreement providing as follows:
- (i) receipt by the Insurance Trustee of any excess proceeds as contained in paragraph 11.1 hereof; and
  - (ii) the holding of such proceeds in trust and disbursement of same in order to satisfy the obligation of each Owner in accordance with Article 12.
- 11.3 If all Owners agree not to rebuild in accordance with clause 12.2, there shall be no requirement for the appointment of an insurance trustee and all insurance proceeds shall be paid to the respective Owners.

#### 12. DAMAGE TO THE BUILDING

- 12.1 If any of the Buildings are damaged to the extent of less than 25% of the gross floor area, the respective Owners shall rebuild, restore and repair same in accordance with this Agreement.
- 12.2 If major damage has occurred to one or more of the Buildings, each Owner shall determine whether the damage extends to more than 25% of the gross floor area of its building and in default of agreement, such determination shall be referred to mediation and if necessary arbitration pursuant to this Agreement.
- 12.3 Where there has been a determination that one or more of the Buildings have been damaged to an extent greater than 25% of its gross floor area, and:
- (i) each such Owner has elected to rebuild, then each such Owner shall expeditiously rebuild, restore and repair its Building at its own expense in a good and workmanlike manner to Acceptable Standards to permit the other Owners and those authorized by it the intended benefit of the Easements;
  - (ii) all Owners have elected not to rebuild, the Owners need not rebuild their respective Buildings; or

- (iii) one or more, but not all, of the Owners has elected not to rebuild, the Owner electing not to rebuild shall inform the other Owners of its election and shall nevertheless rebuild, repair and restore its Servient Portion in such a manner so as not in any material way to adversely affect the use and enjoyment of the Easements and Buildings by the other Owners.

12.4 In the event it is necessary to relocate any of the Easement Areas within the Total Site and/or amend the Easements relating thereto as a result of the repair and restoration of damage to the Shared Facilities, in order to re-align the Easement Areas with the as-built location of any building, structure, facility and/or improvements intended to be used pursuant to the Easement or to rectify any encroachment of a building, structure, facility and/or improvement that was not intended to be part of the Easement Area, the provisions of Section 6.5 hereof shall apply, *mutatis mutandis*, to the relocation and/or amendment of the Easements provided however that any obligations imposed therein upon the Declarant shall be the responsibility of the Responsible Parties.

### 13. TERMINATION OF CONDOMINIUMS

13.1 The obligations and responsibilities contained in this Agreement (including without limitation the obligation to repair after damage set out in Article 12 hereof) shall apply notwithstanding that any one of the Three Condominiums has elected to terminate the government of its lands under the Act, and in the event of such termination each of the unit owners (and for greater certainty it is acknowledged that said unit owners would be owners of the lands which were formerly encompassed within the condominium, as tenants in common) shall be bound by the terms and provisions of this Agreement as if they were original signatories hereto and shall be jointly and severally liable to comply with all the obligations and covenants contained in this Agreement and shall execute such further assurances as may be required or desired by the other Responsible Parties to give full force and effect to this Article 13.

13.2 For the purposes of Section 127(1) of the Act, the obligations arising under this Agreement (including without limitation the obligations contained herein to carry out the Work) shall be deemed to be encumbrances against each unit and their appurtenant common interests contained within the description for each of the Three Condominiums that has been created before the registration of the Declaration (relating thereto).

### 14. THE EASEMENT CHARGE

14.1 In the event that any of the parties hereto shall fail to pay or contribute any monies required to be paid or contributed in accordance with the foregoing provisions of this Agreement (including without limitation any Shared Facilities Costs incurred pursuant to the Self-Help Remedies set out in Article 8) (hereinafter referred to as a "Delinquent Party") within thirty (30) days after receiving written notice from another party hereto (hereinafter referred to as the "Non-Delinquent Party") requesting such monies to be paid or contributed then the Non-Delinquent Party shall be entitled to pay or contribute those monies which the Delinquent Party should have paid or contributed, and all monies so expended shall, until repaid by the Delinquent Party, bear interest at the rate of 24% per annum, calculated and compounded monthly on such amount as is from time to time unpaid, and until so paid, such outstanding amount (together with all interest accruing thereon as aforesaid) shall, to the extent thereof, be and constitute a lien and charge against the Delinquent Party's lands (or common element areas, as the case may be) (hereinafter referred to as the "Easement Charge").

14.2 Subject to the overriding provisions of Section 14.4 hereof, the Easement Charge shall be enforceable by the Non-Delinquent Party in the same manner, and to the same extent, as a real property mortgage or charge, with all of the powers, rights and remedies inherent in, or available to, a mortgagee or chargee when a mortgage or charge of real property is in default pursuant to the provisions of the *Mortgages Act*, R.S.O. 1990, as amended, and/or any other applicable statutory provision or common law principle applicable thereto.

14.3 In the event that the Land Registrar requires the Non-Delinquent Party to apply to a court of competent jurisdiction for any order, direction, advice or authorization prior to such Land Registrar allowing the registered title of the Delinquent Party's lands or common elements to be formally encumbered by the Easement Charge, then the Non-Delinquent Party shall be entitled to forthwith apply to such court for any required order, direction, advice or authorization, and the Delinquent Party shall, for all purposes, be deemed to have consented to any such application so being made for this purpose, and the Delinquent Party shall be forever barred and estopped from bringing or instituting any action, suit, claim or other proceeding to defend, defeat, hinder or delay any such application by the Non-Delinquent Party, or its enforcement of the Easement Charge (save for the institution of arbitration proceedings pursuant to the provisions hereinafter set out, in order to dispute any alleged default and/or the Non-Delinquent Party's entitlement to the Easement Charge). Alternatively, if the Land Registrar permits, the Easement Charge may be enforced by the filing of a caution, a certificate of pending litigation, or any restriction or notice as may be permitted by the provisions of the *Land Titles Act*, R.S.O. 1990, as amended.

- 14.4 The Easement Charge need not be registered against the title to the Delinquent Party's lands (or common elements), assets or appurtenant interests (nor registered elsewhere) in order to enable or entitle the Non-Delinquent Party to maintain or pursue a civil action against the Delinquent Party for breach of this Agreement. However, notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed that the Easement Charge shall not have any priority claim whatsoever over (or in respect of) the interest of any third party (or parties) in or to the Delinquent Party's lands, assets and appurtenant interests, unless and until the Easement Charge (or any notice thereof, or any caution or certificate of pending litigation with respect thereto) has been registered against the title to same, and once such registration occurs, the Easement Charge shall then be deemed to be fully postponed and subordinate to all liens, mortgages, charges, interests and any other encumbrances (including any and all amendments thereto or extensions thereof made from time to time) which are registered against the Delinquent Party's lands and/or appurtenant interests in priority to the registration of the Easement Charge (all hereinafter collectively referred to as the "Prior Charges"), and shall also be deemed to be fully postponed and subordinate to all mortgage advances theretofore made (and thereafter to be made) under any of the Prior Charges.

15. ALTERNATIVE DISPUTE RESOLUTION

- 15.1 The parties agree to use their best efforts to resolve any disputes or matters which may arise between them in respect of the Shared Facilities through good faith negotiations and the parties further agree that they shall resort to legal proceedings or mediation and arbitration against one another only as a last resort. If, after using their best efforts to resolve any such dispute or matter, such dispute or matters cannot be resolved by good faith negotiations, then any such dispute, other than with respect of non-payment of any party's proportionate share of the Shared Facilities Costs, shall be determined in the following manner which for purposes of this Agreement shall be called "ADR".
- 15.2 Whenever ADR is permitted or required under this Agreement or the Act, ADR proceedings may be commenced by the parties in accordance with the following principles and procedures:
- (i) Prior to commencing ADR proceedings, the parties shall use their best efforts to resolve the question or matter in dispute through good faith negotiations conducted at a meeting of the full boards of directors of each party, with the assistance and presence (optional) of legal counsel representing each corporation, all acting with a view to securing a resolution of the question or matter in dispute without further proceedings.
  - (ii) If the parties, with the assistance of legal counsel as set forth in paragraph 15.2(i) above, are unable to resolve the questions or matter in dispute through good faith negotiations, as provided in Section 132 of the Act, the parties shall, within thirty (30) days thereafter, select a mediator qualified by education and training to assist the parties in dealing with the particular questions or matter in dispute, and the parties shall attempt to mediate their differences, and the mediator shall confer with the parties and endeavour to obtain a settlement with respect to the disagreement submitted to mediation. The parties shall initially share equally in the costs of a mediator, however, the settlement shall specify the share of the mediator's fees and expenses that each party is required to pay. Upon obtaining a settlement between and among the parties with respect to the disagreement submitted to mediation, the mediator shall make a written record of the settlement which shall form part of the agreement or matter that was the subject of the mediation.
  - (iii) If good faith negotiations and the mediation process as described in paragraph 15.2(i) and (ii) of this Agreement are exhausted and the parties are still unable to resolve the question or matter in dispute, within thirty (30) days after the mediator delivers a notice to the parties stating that the mediation has failed, the parties agree to submit the question or matter in dispute for resolution by a single arbitrator whose appointment is agreed upon by the parties, and the decision of the arbitrator shall be binding upon the parties hereto, and no legal recourse shall be exercised by any party hereto with respect to the question or matter in dispute until the arbitration has been completed.
  - (iv) The parties shall meet and attempt to appoint a single arbitrator who is well qualified with education and training to pass upon the particular question or matter in dispute. In the event that the parties are unable to agree upon a single arbitrator, each party shall appoint one arbitrator within seven (7) days of the meeting and notify the other party or parties. The arbitrators so appointed shall, within seven (7) days of the appointment of the last arbitrator so appointed, choose a single arbitrator who is qualified by education and training to pass upon the particular question or matter in dispute. If any party neglects or refuses to name an arbitrator within seven (7) days of being requested to do so by the other party, the arbitrator named by the first party shall proceed to resolve the dispute in accordance with *Arbitrations Act, 1991* (Ontario) and the parties agree that the arbitrator's decision shall be final and shall not be subject to appeal by any party other than on a question of law in accordance with Subsection 45(2) of the *Arbitrations Act, 1991*

or pursuant to a specific ground for appeal or for setting aside the arbitrator's award pursuant to Section 46 of the *Arbitrations Act, 1991*.

- (v) The decisions and reasons of the arbitrator shall be made within thirty (30) days after the hearing of the question or matter in dispute, and the decisions and reasons shall be drawn up in writing and signed by the arbitrator who shall also be entitled to award costs of the ADR. The compensation and expenses of the arbitrator shall initially be paid in equal proportions by each party, subject to the final outcome and any award being made as to costs of the ADR.
- (vi) Where ADR is required by this Agreement, commencement and completion of such ADR in accordance with this Agreement shall be a condition precedent to the commencement of an action at law or in equity in respect of the question or matter in dispute being arbitrated.

15.3 For clarity, notwithstanding the nature of the dispute, until the questions or matter in dispute is finally determined by ADR, the disputing party shall continue to perform all work and services required to be performed by it and to pay all amounts required to be paid by it in accordance with this Agreement.

15.4 Subject always to the parties agreeing to any modifications thereto, the mediation shall be conducted generally in accordance with the Rules of Procedure for the conduct of mediations by the mediator so chosen and the ADR shall be conducted generally in accordance with the Rules of Procedure for the conduct of ADR by the arbitrator so chosen and also in accordance with the provisions of the *Arbitrations Act, 1991* (Ontario). Any dispute, difference, issue or question arising between the parties hereto which concerns (or touches upon) the validity, construction, meaning, performance or effect of this agreement, or the rights and liabilities of the parties hereto, or with respect to any matter arising out of (or connected with) this agreement, shall be referred to (and resolved by) arbitration pursuant to the *Arbitration Act, 1991*, as amended, in accordance with the overriding provisions set out in this Article. The substantive rules of law applicable to the dispute being arbitrated pursuant to the provisions hereof shall be those of the Province of Ontario, and the arbitration decision so rendered shall be binding upon the parties hereto, and their respective successors and assigns, and shall not be subject to appeal under any circumstances (whether with respect to a question of law, a question of fact, a question of mixed fact and law, or otherwise).

## 16. RELEASES

16.1 Notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed that upon the registration of each of the Three Condominiums, the respective Declarant thereof shall be automatically released, relieved and fully discharged from any and all further obligations and liabilities arising from (or in connection with) such condominium under this Agreement or any successor agreement, and thereafter forthwith upon the request of the Declarant, the parties hereto shall each execute a formal release of the Declarant in order to evidence and confirm the foregoing cessation of the Declarant's obligations and liabilities, together with such further documents and assurances as the Declarant may reasonably require in connection therewith.

16.2 It shall be a condition precedent to any sale, transfer, long term lease, mortgage or other disposition of all or any part of the Total Site by an Owner, or to the registration of a condominium under the Act on any part of the Total Site, respectively, (in this paragraph the party hereto that effects any such sale, transfer or other disposition or registration is referred to as the "Transferor") that the person acquiring all or any part of such lands or an interest therein (or, if applicable, the registered Condominium Corporation in accordance with a validly enacted and registered by-law of the said Condominium Corporation) (the "Transferee") enters into an agreement with the other parties to this Agreement, in form satisfactory to the other parties, acting reasonably, agreeing to be bound by the provisions of this Agreement and agreeing to assume the obligations and liabilities of the Transferor hereunder, whether arising before or after the date of such sale, transfer or other disposition. Any reasonable legal expenses incurred by the other parties in connection with such agreement shall be reimbursed to the other parties by the Transferor. Each transfer or conveyance by an Owner shall contain a provision wherein the Transferee acknowledges that it claims the benefits of the covenants on the part of the Transferor and takes title to the relevant portion of the Lands or an interest therein subject to all of the obligations and burdens of the Transferor. A party which has sold, transferred or otherwise disposed of all or a part of its lands or an interest in its lands to a person that has provided the agreement required herein shall be released and discharged from all liabilities and obligations with respect to such lands or part thereof or interest therein, as the case may be, under this Agreement accrued or arising after the date of such sale, transfer or disposition. Notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed that upon the registration of a condominium under the Act, upon the created Condominium Corporation's executing an agreement assuming the respective Owner's obligations under this Agreement in accordance with a validly enacted and registered by-law of the Condominium Corporation, the said Owner shall be automatically released, relieved and fully discharged from any and all further obligations and liabilities arising from (or in connection with) this Agreement or any successor agreement, and thereafter forthwith upon the request of the said Owner, the parties hereto shall each execute a formal

release of the said Owner in order to evidence and confirm the foregoing cessation of the Owner's obligations and liabilities, together with such further documents and assurances as the Owner may reasonably require in connection therewith. Notwithstanding the foregoing, no owner of a unit in a Condominium, mortgagee or tenant thereof shall be required to enter into an assumption agreement or otherwise comply with the provisions contained herein.

#### 17. NOTICES

- 17.1 All notices required or desired to be given to any of the parties hereto in connection with this Agreement, or arising herefrom, shall be in writing, and shall be hand delivered to an officer or director of the intended party at the following address, or be delivered by registered mail to the intended party at the following address [and if so mailed, same shall be deemed to have been delivered, received and effective on the 3rd day (excluding Saturdays, Sundays and statutory holidays) following the day on which such notice was mailed]:
- (a) to the Declarant or Westside -- 120 Lynn Williams Street, Suite 2A Toronto, Ontario, M6K 3N6
  - (b) to the Phase I Condominium - c/o its property manager at: 150 Sudbury Street, Management Office, Toronto, Ontario
  - (c) to the Phase II Condominium - c/o its property manager at: 170 Sudbury Street, Management Office, Toronto, Ontario
  - (d) to the Epic Condominium - c/o its property manager at: 48 Abell Street, Toronto, Ontario
  - (e) to Abell - 28 Industrial Street, Suite 203, Toronto, Ontario, M4G 1Y9, Attention: President
  - (f) to St. Clare's - c/o its property manager at 180 Sudbury Street, Toronto, Ontario.
- 17.2 Any party hereto may, from time to time, by written notice to the other party hereto, delivered in accordance with the foregoing provisions, change the address to which its notices are to be delivered.

#### 18. REGISTRATION OF THIS AGREEMENT

- 18.1 The parties hereto hereby consent to the registration of this Agreement against the title to the Total Site, and hereby acknowledge, confirm and agree that this Agreement shall be deemed and construed to run with the title to each of the Phase I Lands, Phase II Lands, Abell Lands and the Epic Lands, respectively.
- 18.2 Each Declarant further covenants and agrees that upon the registration of the Phase II Condominium and the Epic Condominium, it shall cause same to enter into an agreement with the parties hereto that is substantially the same as this Agreement, or to simply execute a counterpart of this Agreement, in order to be bound by all the terms, provisions and conditions contained herein, as if such condominium had been an original party to this Agreement in the place and stead of the Declarant. Moreover, notwithstanding anything provided in this Agreement to the contrary, it is expressly understood and agreed that as and when each of the Three Condominiums is registered, the relevant Declarant shall be automatically released and forever discharged from all of its covenants, obligations and liabilities arising under this Agreement with respect to such condominium.

#### 19. ESTOPPEL CERTIFICATE

- 19.1 Each of the parties hereto (and a Declarant on behalf of any of the Three Condominiums which is not yet registered) (hereinafter referred to as a "Receiving Party") shall, within ten (10) days after receiving a written request (hereinafter referred to as a "Certificate Request") accompanied by payment of a fee not in excess of \$100.00 plus all applicable taxes thereon (or such higher fee as may be appropriate based on inflationary fee increases), from or by any party interested in the status of this Agreement (hereinafter called the "Requesting Party"), execute, acknowledge and deliver to the Requesting Party a certificate (hereinafter called the "Certificate") confirming:
- (i) whether this Agreement has been modified and if so, the nature of such modifications, and confirming that it is in full force and effect;
  - (ii) whether or not the terms and provisions of this Agreement have been complied with to date, and whether or not there is any outstanding default alleged (or complained of) by or against any of the parties hereto and a Declarant as well as the nature and extent of the default so alleged;
  - (iii) whether or not any Work has been (or is presently being) performed by any of the parties hereto or a Declarant for which the costs will be claimed or charged against any of the other parties hereto pursuant to provisions of this Agreement.

- 19.2 Notwithstanding any provision contained herein to the contrary, nothing shall be charged to (or levied against) a Declarant if any of them requests (or any authorized agent or representative of a Declarant requests) a Certificate pursuant to this Article 19.
- 19.3 The contents of the Certificate may be pleaded as (and shall constitute) a complete defence by the Requesting Party to any litigated claim or action that is inconsistent with the facts recited in the Certificate.
- 19.4 If a Receiving Party fails to execute and deliver to the Requesting Party the Certificate so requested from them, within ten (10) days after receiving the Certificate Request and the accompanying fee, then they shall be deemed to have certified to the Requesting Party that:
- (i) there is no outstanding default by any of the Owners, as the case maybe; and
  - (ii) no Work has been (or is presently being) performed by any of the Owners, as the case maybe, for which the cost of same is (or may be) claimed or charged against any of the Owners, pursuant to the provisions of this Agreement.

20. **RECIPROCAL BENEFIT AND BURDEN**

- 20.1 The parties hereto hereby expressly declare their mutual intention that the principles of reciprocal benefit and burden shall apply to their relationship, and as such, it is hereby acknowledged and agreed that each of the easements, rights and privileges hereinbefore set forth establishes a basis for the mutual/reciprocal use and enjoyment of certain parts of the Total Site, including the Shared Facilities, which are intended to be used and enjoyed by each of Owners to varying degrees. As an integral and material consideration for the continuing right to the use and enjoyment by each of the Owners of such easements, rights and privileges (as are confirmed in this Agreement, or incorporated herein by way of counterpart agreement), each of the parties hereto hereby accepts (and agrees to assume) the burdens and obligations imposed upon them by virtue of this Agreement.

21. **CONSTRUCTION LIENS**

- 21.1 Each of the parties hereto covenants and agrees to forthwith make any required payment or filing of any security, so as to forthwith remove any construction lien (claimed in respect of a supply of materials and/or the provision of services contracted for by it) which encumbers the other party's lands, by no later than thirty (30) days after the receipt of a written request to do so delivered by or on behalf of any of the other parties hereto, including the Declarant, failing which, such other of the parties hereto, including the Declarant may make the payment or post the security required to remove such construction lien from title, and thereafter seek reimbursement for all monies expended (and costs incurred) in doing so from the defaulting party.

22. **SUCCESSORS AND ASSIGNS**

- 22.1 This Agreement shall enure to the benefit of, and be correspondingly binding upon, the parties hereto and their respective successors and assigns.

23. **REFERENCES TO PARTIES**

- 23.1 Notwithstanding anything provided in this Agreement to the contrary, it is expressly understood and agreed by the parties hereto that:
- (i) any reference to any of the Owners in this Agreement, where the context pertains to the use or enjoyment of an easement (or some other right, benefit or interest), shall be deemed to include such party's duly authorized agents, representatives, employees, contractors and/or subcontractors, and shall also specifically include the unit owners thereof and their respective tenants, residents and invitees; and
  - (ii) any reference to the Declarant in this Agreement, where the context pertains to the use or enjoyment of an easement (or some other right, benefit or interest), shall specifically include the Declarant and the condominium corporations which are ultimately created on the Total Site, and their duly authorized agents, representatives, employees, contractors and/or subcontractors, together with all of the unit owners of said condominium corporations, and their respective tenants, residents and invitees.

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24. **FURTHER ASSURANCES**

- 24.1 The parties hereto hereby covenant and agree to forthwith execute all further documents, instruments and assurances as may be necessary or required in order to carry out the true intent of these presents, and to register this Agreement (or notice thereof) against the title to the lands comprising the Total Site. Without limiting the generality of the foregoing, the parties hereto hereby covenant and agree to execute all such further documents, instruments and agreements as may be required in order to realign the boundaries of the Shared Easement Areas so that same align more accurately with the final location thereof, as finally constructed. Moreover, each of the parties hereto specifically covenants and agrees to execute, forthwith upon the request of an Owner as is necessary and at no cost to the Declarant or to any other party hereto:
- (i) such further or supplementary Shared Facilities Agreements pertaining to (and generally confirming) those matters and details more particularly set out herein, and containing such additional provisions as such Owner may deem necessary or desirable in order to more accurately reflect the sharing of the Shared Facilities between the parties, but in no case derogating in any material respect from the overall nature and intent of this Agreement;
  - (ii) whatever releases or other documents are required in order to delete this Agreement from title to any lands which do not or will not form part of the Total Site. In this regard, the parties acknowledge and agree that because the precise location of the lands to be included in the Total Site is not presently known and because there is currently no registerable legal description for the Total Site available, that this Agreement may be registered against lands owned by a party which will not form part of the Total Site. Accordingly, the parties agree from time to time to execute the releases or other documents requested by an Owner in order to delete this Agreement from title to any lands which do not or will not form part of the Total Site; and
  - (iii) such documents, releases and assurances as an Owner may require in order to evidence and confirm the cessation of an Owner's obligations and liabilities hereunder with respect to the Total Site, and the release of all claims by the parties hereto against the Declarant arising from, or in connection with this Agreement or any supplementary or further Shared Facilities Agreements.
- 24.2 Notwithstanding anything hereinbefore provided to the contrary, it is expressly understood and agreed that if a counterpart of this Agreement is duly executed by any of the Owners (as and when same are created) with or without an Owner as additional signatories thereto (which incorporates all material aspects of this Agreement and the overall nature and intent hereof, but which is not executed by any of the other parties hereto), in lieu of any of the supplementary agreements referred to in paragraph 24.1(i) hereof (which would require the execution thereof by each of the Owners), then any such party which does not execute such counterpart agreement shall nevertheless be bound by all of the terms and provisions of the said counterpart agreement as if it had duly executed same.
- 24.3 At the time of the preparation of this Agreement, pre-sales for the Epic Condominium have not yet begun and it is possible that the development of the Epic Condominium may be substantially different from what is contemplated as of the preparation of this Agreement. Accordingly, the parties agree that if in fact, the Epic Condominium is developed in a manner substantially different from as contemplated in this Agreement, or is not constructed at all, they will co-operate in amending this Agreement so that it takes into account the changes to the development of the Epic Condominium.

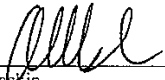
25. **MISCELLANEOUS PROVISIONS**

- 25.1 This Agreement is subject to compliance with the subdivision and part-lot control provisions of the *Planning Act*, R.S.O. 1990, as amended.
- 25.2 The headings used throughout the body of this Agreement form no part hereof, but shall be deemed to be inserted for convenience of reference only.
- 25.3 This Agreement shall be read and construed with all changes in gender and/or number as may be required by the context.
- 25.4 If any clause or section of this Agreement shall be determined by a court of competent jurisdiction to be illegal or unenforceable, then such clause or section shall be considered separate and severable from the rest of this Agreement, and the remaining provisions hereof shall remain in full force and effect, and shall continue to be binding upon the parties hereto as though the said illegal or unenforceable clause or section had never been included.
- 25.5 This Agreement may be executed in one or more counterparts, each of which when so executed shall constitute an original, and all of which shall together constitute one and the same agreement.

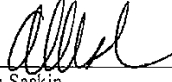
25.6 Wherever this Agreement allows a party to exercise its discretion or to act unilaterally, such exercise of discretion or actions shall be carried out honestly and in good faith.

IN WITNESS WHEREOF the parties hereto have hereunto caused to be affixed their corporate seals, duly attested to by their respective proper signing officers authorized in that behalf.

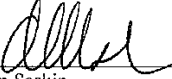
**TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2249**

Per:   
Name: Alan Saskin  
Title: President  
I have authority to bind the Corporation.

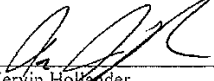
**WESTSIDE GALLERY LOFTS INC.** in its capacity as owner of the Phase II Lands and on behalf of the Phase II Condominium

Per:   
Name: Alan Saskin  
Title: President  
I have authority to bind the Corporation.

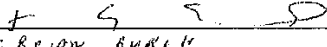
**EPIC ON TRIANGLE PARK INC.** in its capacity as owner of the Epic Lands and on behalf of the Epic Condominium, once same is registered

Per:   
Name: Alan Saskin  
Title: President  
I have authority to bind the Corporation.

**ABELL INVESTMENTS LIMITED** in its capacity as owner of the Abell Lands

Per:   
Name: Mervin Hollander  
Title: Vice-President  
I have authority to bind the Corporation.

**ST CLARE'S MULTIFAITH HOUSING SOCIETY** in its capacity as owner of the leasehold interest in the Abell Lands

Per:   
Name: Brian Burke  
Title: President  
I have authority to bind the Corporation.



Document General  
Form 4 - Land Registration Reform Act

D

<p style="writing-mode: vertical-rl; transform: rotate(180deg); font-size: small;">FOR OFFICE USE ONLY</p> <p style="text-align: center; font-size: large; font-weight: bold;">AT 3100650</p> <p style="text-align: center;">CERTIFICATE OF RECEIPT RÉCÉPISSÉ TORONTO (66)</p> <p style="text-align: center;">2012-08-14</p> <p style="text-align: center; font-size: large; font-weight: bold;">LAND REGISTRAR</p> <p style="font-size: x-small;">New Property Identifiers <span style="float: right;">Additional: See Schedule <input type="checkbox"/></span></p> <p style="font-size: x-small;">Executions <span style="float: right;">Additional: See Schedule <input type="checkbox"/></span></p>	<p>(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/></p>	<p>(2) Page 1 of 21 pages</p>										
	<p>(3) Property Identifier(s) <b>76249-081 LT</b> Block <b>0801</b> Property <b>to 76249-0860 LT</b> Additional: See Schedule <input type="checkbox"/></p>											
	<p>(4) Nature of Document <b>BY-LAW NO. 5</b> <b>(Section 56 of the Condominium Act)</b></p>											
	<p>(5) Consideration <b>TWO</b> Dollars \$ <b>2.00</b></p>											
<p>(6) Description <b>All Units on all Levels, together with their respective appurtenant common interests, comprising Toronto Standard Condominium Plan No. 2249</b></p> <p style="font-size: x-small;">City of Toronto Land Titles Division of the Toronto Registry Office (No. 66)</p>												
<p>(7) This Document Contains (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/></p>												
<p>(8) This Document provides as follows: <b>See Schedule attached.</b></p> <p style="text-align: right; font-size: x-small;">Continued on Schedule <input checked="" type="checkbox"/></p>												
<p>(9) This Document relates to instrument number(s)</p>												
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; padding: 5px;"> <p>(10) Party(ies) (Set out Status or Interest) Name(s)</p> <p><b>TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2249</b></p> <p><b>We have authority to bind the Corporation</b></p> </td> <td style="width:20%; padding: 5px;"> <p>Signature(s)</p> <p>Per: </p> <p style="text-align: center;"><b>Tony Manocchio - Vice-President</b></p> </td> <td style="width:30%; padding: 5px;"> <p>Date of Signature Y M D</p> <p style="text-align: center;">2012 08 14</p> </td> </tr> <tr> <td style="padding: 5px;"> <p>Per: </p> <p style="text-align: center;"><b>David Mandell - Secretary</b></p> </td> <td colspan="2" style="padding: 5px;"> <p style="text-align: center;">2012 08 14</p> </td> </tr> </table>			<p>(10) Party(ies) (Set out Status or Interest) Name(s)</p> <p><b>TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2249</b></p> <p><b>We have authority to bind the Corporation</b></p>	<p>Signature(s)</p> <p>Per: </p> <p style="text-align: center;"><b>Tony Manocchio - Vice-President</b></p>	<p>Date of Signature Y M D</p> <p style="text-align: center;">2012 08 14</p>	<p>Per: </p> <p style="text-align: center;"><b>David Mandell - Secretary</b></p>	<p style="text-align: center;">2012 08 14</p>					
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<p>Per: </p> <p style="text-align: center;"><b>David Mandell - Secretary</b></p>	<p style="text-align: center;">2012 08 14</p>											
<p>(11) Address for Service <b>120 Lynn Williams Street, Suite 2A, Toronto, Ontario M6K 3N6</b></p>												
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; padding: 5px;"> <p>(12) Party(ies) (Set out Status or Interest) Name(s)</p> </td> <td style="width:20%; padding: 5px;"> <p>Signature(s)</p> </td> <td style="width:30%; padding: 5px;"> <p>Date of Signature Y M D</p> </td> </tr> <tr> <td style="height: 40px;"> </td> <td> </td> <td> </td> </tr> </table>			<p>(12) Party(ies) (Set out Status or Interest) Name(s)</p>	<p>Signature(s)</p>	<p>Date of Signature Y M D</p>							
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<p>(13) Address for Service</p>												
<p>(14) Municipal Address of Property</p> <p><b>150 Sudbury Street Toronto, Ontario M6J 3S8</b></p>	<p>(15) Document Prepared by:</p> <p><b>Michael J. Baum Harris, Sheaffer LLP 4100 Yonge Street Suite 610 Toronto, Ontario M2P 2B5</b></p> <p style="text-align: right; font-size: x-small;">120707</p>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center; font-weight: bold;">Fees and Tax</td> </tr> <tr> <td style="width:50%; font-size: x-small;">Registration Fee</td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td style="text-align: right; font-size: x-small;">Total</td> <td> </td> </tr> </table>	Fees and Tax		Registration Fee						Total	
Fees and Tax												
Registration Fee												
Total												

*Condominium Act, 1998*

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

Toronto Standard Condominium Corporation No. 2249 (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 16th day of July, 2012.

**TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2249**

Per: \_\_\_\_\_  
Name: Tony Manocchio  
Title: Vice-President

Per: \_\_\_\_\_  
Name: David Mandell  
Title: Secretary

We have the authority to bind the Corporation

3

**TORONTO STANDARD CONDOMINIUM CORPORATION  
NO. 2249**

**BY-LAW NO. 5**

A By-Law respecting the Shared Facilities Agreement to be entered into between Westside Gallery Lofts Inc. (the "**Declarant**") and Toronto Standard Condominium Corporation No. 2249 (the "**Corporation**").

**WHEREAS** the Declarant and the Corporation have agreed to enter into an agreement for the purposes of providing for the mutual use, maintenance, repair, replacements, governance and cost-sharing of various facilities which will serve and benefit the Corporation and the Declarant (the "**Shared Facilities Agreement**");

**BE IT ENACTED** as a By-Law of Toronto Standard Condominium Corporation No. 2249 as follows:

1. The Corporation enter into the Shared Facilities Agreement with the Declarant having substantially the same form and content as the draft agreement annexed hereto as Schedule "A".
2. All of the terms, provisions and conditions contained in the Shared Facilities Agreement are hereby authorized, ratified, sanctioned and confirmed.
3. Any Officer(s) or Director(s) of the Corporation be and he is (they are) hereby authorized to execute on behalf of the Corporation, the Shared Facilities Agreement, together with all other documents as may be necessary to more effectively carry out the intent of this By-Law.

The foregoing By-Law is hereby enacted as By-Law No. 5 of the Corporation.

DATED this 16th day of July, 2012.

**TORONTO STANDARD CONDOMINIUM  
CORPORATION NO. 2249**

Per: \_\_\_\_\_  
Name: Tony Manocchio  
Title: Vice-President

Per: \_\_\_\_\_  
Name: David Mandell  
Title: Secretary

We have the authority to bind the Corporation

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**SCHEDULE "A"**  
**SHARED FACILITIES AGREEMENT**

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**SHARED FACILITIES AGREEMENT**

THIS AGREEMENT MADE as of the 16<sup>th</sup> day of July, 2012.

BETWEEN:

**TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2249**

a condominium corporation created by the registration of a declaration and description on the 16<sup>th</sup> day of July, 2012 in the Land Titles Division of the Toronto Registry Office (No. 66) as Instrument No. AT3073995.

(hereinafter referred to as the "Phase I Condominium Corporation")

- and -

**WESTSIDE GALLERY LOFTS INC.**

a corporation incorporated pursuant to the laws of the Province of Ontario, in its capacity as owner of the Phase II Lands and on behalf of the Phase II Condominium, once same is registered.

(hereinafter referred to as the "Declarant")

**WHEREAS** the Phase I Condominium is situate on the north side of Sudbury Street in the City of Toronto comprising the property included in Toronto Standard Condominium Plan No. 2249 registered in the Land Titles Division of the Toronto Registry Office (No. 66) and municipally known as 150 Sudbury Street, Toronto, Ontario;

**AND WHEREAS** the Declarant is the registered owner of the Phase II Lands (as that term is hereinafter defined) on which lands the Declarant intends to develop and register the Phase II Condominium (as that term is hereinafter defined);

**AND WHEREAS** the Phase I Condominium Corporation and the Declarant (in its capacity as owner of the Phase II Lands and on behalf of the Phase II Condominium) have entered into this Agreement in order to provide for the mutual use, maintenance, cost-sharing and other matters relating to the Shared Facilities (as that term is hereinafter defined) as well as to regulate and govern the use and enjoyment of various easements over and/or benefiting all or various portions of the Total Site (as that term is hereinafter defined);

**AND WHEREAS** it is acknowledged and agreed that the Declarant is entering into this Agreement for and on behalf of the Phase II Condominium, and on the express understanding that as and when same is registered as a separate condominium corporation, it shall assume all covenants and obligations of the Declarant relating thereto as set forth herein, and correspondingly the Declarant shall thereupon be automatically released, relieved and forever discharged from said obligations and/or liabilities;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration and the sum of TEN (\$10.00) DOLLARS of lawful money of Canada now paid by each of the parties hereto to the other (the receipt and sufficiency of which is hereby expressly acknowledged), the parties hereto hereby covenant and agree, to and with each other, as follows:

**ARTICLE 1.00 - RECITALS**

- 1.01 The parties hereto hereby confirm the veracity of the foregoing recitals, and agree with same, both in substance and in fact.

**ARTICLE 2.00 - DEFINITIONS**

2.01 **General Terms**

The terms "common elements", "units", "common expenses", "common interest", "board of directors", "description", "by-laws" and "rules" shall have the same meanings as are ascribed to such terms pursuant to the Act (as hereinafter defined), and their use herein shall have specific reference to the Two Condominium Corporations.

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2.02 Specific Terms

In addition to any other words, terms or phrases specifically defined elsewhere in this Agreement, the terms or phrases set out below shall have the meanings respectively ascribed to them as follows:

- a) **"Acceptable Standards"** shall mean:
  - i) with respect to any equipment, device, apparatus or system: efficient and safe operating capability for its intended purpose(s) in accordance with the standards specified by its manufacturer(s)/supplier(s) and prescribed by all applicable laws, regulations and by-laws; and
  - ii) with respect to any structural or other non-operating element, part or component: good repair, having regard to the standards maintained by a prudent owner of a comparable building of comparable age;
- b) the **"Act"** shall mean the *Condominium Act, 1998*, S.O. 1998, as amended, together with any successor legislation intended to replace or supersede same;
- c) **"Agreement"** shall mean the within agreement and all written amendments hereto and all schedules referred to herein;
- d) the **"Amenity Unit"** shall mean Unit 48 on Level A in the Phase I Condominium as well as any other units designated as such in the Declaration of the Phase II Condominium;
- e) the **"Benefitting Owners"** shall mean those owners of the dominant tenement with respect to the Easements (as that term is hereinafter defined) that are entitled to the benefit of same, provided however, that for the purposes of giving and receiving notice(s), procuring consents and for the purposes of carrying out any Work (as that term is hereinafter defined) or repairing and/or restoring any damage or alterations, all as contemplated in Article 7.00 hereof, "Benefitting Owners" shall mean the condominium corporation(s) (for and on behalf of the unit owners therein) created over all or any portion of the aforesaid dominant tenement;
- f) the **"Buildings"** shall mean the buildings constructed on the Total Site;
- g) the **"Declarant"** shall mean Westside Gallery Lofts Inc. and its successors and assigns;
- h) the **"Declarations"** shall mean the declarations of the Two Condominium Corporations (as hereinafter defined) whether same have been registered as of the date of this Agreement or are registered at any time thereafter and the term **"Declaration"** shall mean the specific declaration of the particular condominium (comprising one of the Two Condominium Corporations) dictated by the context in which said term is used;
- i) **"Emergency"** shall mean any circumstance(s) or event(s) involving danger to, or the safety of, persons, danger of property damage or loss and/or the suspension of any utility or service to any one or both of the Two Condominium Corporations whether actually occurring or imminent;
- j) the **"Governing Documents"** shall mean the Declarations and this Agreement, collectively;
- k) the **"Governmental Authorities"** shall mean the City of Toronto, and all other governmental authorities or agencies having jurisdiction over the Total Site;
- l) **"Owner"** shall mean with respect to the Phase I Lands, the Phase I Condominium Corporation and with respect to the Phase II Lands, the Phase II Condominium Corporation including their respective successors, in title, and until such time as a condominium is registered on the Phase II Lands, the Owner of such lands shall be the Declarant;
- m) the **"Phase I Condominium"** or **"Phase I Condominium Corporation"** shall mean Toronto Standard Condominium Plan No. 2249 created upon those lands and premises described in Schedule "A" of the Declaration thereof (and which lands are hereinafter referred to as the **"Phase I Lands"**);
- n) the **"Phase II Condominium"** shall mean the condominium to be registered upon those lands and premises situate in the City of Toronto being Part of the Ordnance Reserve, Plan of Ordnance Reserve, designated as PART 6, Plan 66R-26215 and PARTS 28, 29, 31, 40 and 42, Plan 66R-25068, save and except PARTS 3 and 4, Plan 66R-26215 (which lands are hereinafter referred to as the **"Phase II Lands"**);

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- o) the "Proportionate Share" shall mean the share of the Shared Facilities Costs to be borne by each of the Two Condominium Corporations and which Proportionate Share shall be determined as set out in Article 3.00 hereof;
- p) the "Shared Facilities" shall mean the Amenity Unit and all fixtures, furnishings, finishes, equipment, services, wires, pipes, cables, conduits and systems, serving ancillary and/or benefiting the Amenity Unit, including without limitation, all pertinent portions of the storm and sanitary sewer systems, and the gas, domestic water, plumbing, ventilation, hydro-electric, energy management, computer monitoring and fire protections systems (as well as portions of various ancillary mechanical and electrical fixtures, cables, valves, meters and equipment appurtenant thereto), which provide services to the Amenity Unit;
- q) the "Shared Facilities Budget" shall mean the budget outlining the projected Shared Facilities Costs for the 12 month period immediately following the preparation and submission of same to the Two Condominium Corporations, which is prepared in accordance with the terms and provisions of this Agreement;
- r) the "Shared Facilities Costs" shall mean the aggregate of all costs and expenses incurred in connection with maintenance, repair and operation of the Shared Facilities, including without limitation, the cost of water services, maintaining and repairing all electrical and mechanical equipment, fixtures and installations, and furnishings, and together with the amount of any municipal, provincial or federal taxes and/or common expense assessments attributable to the Shared Facilities (or any portion thereof);
- s) the "Shared Facilities Manager" shall be the party designated pursuant to Article 9 to govern use of the Shared Facilities pursuant to the terms of this Agreement;
- t) the "Shared Unit(s)" shall mean the Amenity Unit, together with any other unit(s) in the Total Project so designated from time to time benefiting the Two Condominium Corporations exclusively;
- u) the "Total Project" shall mean all of the buildings, structures, improvements and installations intended to be constructed upon the Total Site and contained (or to be contained) within the descriptions for the Two Condominium Corporations;
- v) the "Total Site" shall mean the Phase I Lands and the Phase II Lands, collectively;
- w) the "Transfer Date" shall mean the earlier of:
  - (i) the date upon which the last of the Two Condominium Corporations has been registered as a separate condominium pursuant to the provisions of the Act by the Declarant and all residential units and commercial units therein have been sold and conveyed by the Declarant; and
  - (ii) such earlier date at the Declarant may determine in its sole and unfettered discretion;
- x) the "Two Condominium Corporations" shall mean the Phase I Condominium Corporation and the Phase II Condominium Corporation, collectively;

**ARTICLE 3.00 - RESPONSIBILITY FOR PAYING THE SHARED FACILITIES COSTS**

3.01 It is understood and agreed that the Shared Facilities Costs shall be allocated and paid on the basis that the Proportionate Share of each of the Two Condominium Corporations from time to time shall be the proportion of the total gross floor area that each condominium plan bears to the total gross floor area in the registered condominium plans within the Total Project at that time.

For greater certainty, it is understood and agreed that as of the date of this Agreement, it is anticipated that the gross floor area of the Phase I Condominium shall be 272,927 sq. ft. and the gross floor area of the Phase II Condominium shall be 167,565. As a result, the Proportionate Share allocated to each Condominium Corporation is as follows:

Phase I Condominium	62%
Phase II Condominium	38%

In the event that the gross floor area in any of the Two Condominium Corporations increases or decreases in the future, then there shall be a corresponding adjustment in each Condominium Corporation's Proportionate Share.

- 3.02 The cost of any services necessitated by the wilful or negligent act or omission of any party hereto or of any of its occupants, employees, agents, contractors, licensees or invitees shall be paid by that party and not included in the Shared Facilities Costs that are allocated and paid by the parties hereto in the manner set forth in paragraph 3.01 hereof.

**ARTICLE 4.00 - OWNERSHIP OF THE SHARED UNITS**

- 4.01 a) Ownership of the Shared Units shall ultimately be shared by the Two Condominium Corporations as tenants-in-common. Each of the condominiums comprising the Two Condominium Corporations shall receive a proportionate tenancy-in-common interest in the Shared Units equivalent to their Proportionate Share.
- b) The actual transfer of ownership of the Shared Units by the Declarant to the Two Condominium Corporations, as tenants-in-common in accordance with their respective Proportionate Interest shall occur no later than 60 days after the Transfer Date.
- c) Once ownership of the Shared Units has been transferred by the Declarant to any one or both of the Two Condominium Corporations as aforesaid, any further sale, transfer, mortgage, charge, encumbrance or other conveyance of registered and/or beneficial title to same shall require [in addition to any other approvals required pursuant to the provisions of the Act and/or the Declaration(s)] the prior written consent of the other co-tenant of the Shared Units, together with the prior approval of two-thirds of the unit owners in the condominium corporation(s) purporting to sell, transfer, mortgage, charge or encumber its/their ownership interest therein (with such unit owner(s) approval being procured from owners who are present, in person or by proxy, at a meeting duly called for the purpose of obtaining such approval).
- d) Any instrument or other document purporting to sell, transfer, convey, mortgage, charge or encumber the ownership interest(s) of either of the Two Condominium Corporations in the Shared Units, in contravention of the foregoing provisions, shall be null and void and of no force and effect.

**ARTICLE 5.00 - USE OF THE SHARED FACILITIES**

5.01 **General Use of the Shared Facilities**

- a) Subject to the Act, the use of the Shared Facilities by the Two Condominium Corporations and by the owners, residents and tenants (as well as the invitees of said owners, residents and tenants) of units therein shall, at all times, be subject to and in accordance with the applicable provisions of the Governing Documents.
- b) Notwithstanding that the transfer of ownership of the Shared Units to either of the Two Condominium Corporations (as tenants-in-common, in accordance with their Proportionate Interest) may not yet have occurred, each of the Two Condominium Corporations and the owners, residents and tenants (as well as the invitees of the said owners, residents and tenants) shall be entitled to use the Shared Units in accordance with their intended purposes as set out in the Declarations and this Agreement, provided however that said use shall be subject to restrictions and/or limitations contained therein and herein.

**ARTICLE 6.00 - INTENTIONALLY DELETED**

**ARTICLE 7.00 - MAINTENANCE AND REPAIR WORK**

- 7.01 The inspection, maintenance, repair and/or replacement of the Shared Facilities or otherwise including any repair after damage (hereinafter collectively referred to as the "Work") shall be carried out in accordance with the following conditions, provisions and restrictions:
- (i) any Work relating to the Shared Facilities (hereinafter referred to as the "Shared Work") undertaken (or required to be undertaken) prior to the creation of the Shared Facilities Committee, shall be carried out and completed under the direction and control of the Declarant, while any Shared Work undertaken (or required to be undertaken) after the creation of the Shared Facilities Committee shall be the sole responsibility of the Shared Facilities Committee and be carried out and completed under the direction and control of the Shared Facilities Committee, and

in either case, the cost of undertaking and completing the Shared Work shall comprise part of the Shared Facilities Costs; and

- (ii) any Work that does not relate to the Shared Facilities (the "Exclusive Work") shall be the responsibility of and carried out under the direction and control of the Benefitting Owners, all at their sole cost and expense.
- 7.02 The Shared Work shall be carried out as soon as reasonably possible, having due regard, to weather conditions and the availability of labour, materials and equipment.

#### ARTICLE 8.00 - SELF-HELP REMEDIES

8.01 Notwithstanding anything hereinafter provided to the contrary, it is expressly understood and agreed that in the event that:

- (i) the Shared Facilities Committee has failed to implement, carry out and/or complete any Shared Work that any one or more of the Two Condominium Corporations would otherwise have a duty to implement, carry out and/or complete under the Act, the Declarations or the by-laws of the Two Condominium Corporations; or
- (ii) any of the Responsible Parties (as hereinafter defined) or the Shared Facilities Committee (as the case may be) fails to obtain and maintain the Shared Facilities Insurance (as that term is hereinafter defined) it is obliged to obtain and maintain pursuant to Article 11.00 hereof;

(for the purposes of this section the party failing to carry out the Shared Work, obtain and maintain the Shared Facilities Insurance and/or enter into its Shared Trust Agreement, as the case may be, shall be hereinafter referred to as a "Defaulting Party" and the party intending to carry out the Shared Work, obtain and maintain the Shared Facilities Insurance and/or enter into the Shared Trust Agreement, as the case may be, for and on behalf of the Defaulting Party shall be hereinafter referred to as the "Non-Defaulting Party") then provided:

- (i) written notice has been delivered to the Defaulting Party; and
- (ii) the default set out in the aforesaid written notice has not been rectified within fourteen (14) days of the Defaulting Party's receipt of said notice;

the Non-Defaulting Party shall be entitled to carry out the Shared Work (provided however that the provisions of Section 7.02 hereof shall apply *mutatis mutandis* to said Shared Work) and/or obtain and maintain the Shared Facilities Insurance for and on behalf of the Defaulting Party and the cost incurred by the Non-Defaulting Party in connection with any of the foregoing provisions shall, for all purposes, constitute Shared Facilities Costs to be shared and paid for in accordance with the provisions of Article 3.00 hereof.

- 8.02 For the purposes of this Article 8.00, the commencement of any Shared Work by the Shared Facilities Committee shall be evidenced by either its institution of a tendering process in respect of the Shared Work, or by the actual implementation or utilization of physical labour and/or materials with respect thereto.
- 8.03 Notwithstanding anything hereinbefore provided to the contrary, each of the Two Condominium Corporations shall be entitled to carry out the Shared Work without notice in the case of an Emergency provided however that each of the Two Condominium Corporations shall make reasonable efforts to give prior notice of the nature of the emergency and of the nature and scope of the Shared Work necessary in light of the emergency to the Shared Facilities Committee.
- 8.04 The parties hereto hereby covenant and agree that the amount of any costs incurred by a Non-Defaulting Party in connection with any of the foregoing matters shall not be challenged by any of the other parties hereto or the Shared Facilities Committee, unless said amount(s) is clearly demonstrated to be substantially in excess of the reasonable costs and/or expenses that would have otherwise been incurred by the Defaulting Party.

**ARTICLE 9.00 - THE SHARED FACILITIES COMMITTEE**

- 9.01 Subject to paragraph 9.02 hereof, the Shared Facilities Committee shall consist of two (2) members, one (1) of which shall be appointed by (and be members of) each of the boards of directors of each of the Two Condominium Corporations. Each of the Two Condominium Corporations shall also appoint an alternative member to fulfil the obligation of the appointed member when unavailable to ensure timely and full functionality of the Shared Facilities Committee.
- 9.02 Until the Transfer Date, the Declarant shall be entitled to appoint up to three (3) additional members to the Shared Facilities Committee.
- 9.03 At any meeting of the Shared Facilities Committee, a quorum shall consist of at least Two (2) members thereof. Until the Transfer Date, decisions of the Shared Facilities Committee shall be passed by a majority of members present by person or by proxy at meetings of the Shared Facilities Committee and the Chairman shall not have an additional or casting vote. After the Transfer Date, all decisions of the Shared Facilities Committee shall be unanimous requiring the affirmative vote of members representing all of the Corporations and the Chairman shall not have an additional or casting vote. If thirty (30) minutes after the time appointed for the holding of any meeting of the members of the of the Committee, a quorum is not present, the meeting shall stand adjourned to the same time on the corresponding day of the next following week. Any member of the Committee who cannot attend any meeting of the committee may appoint a proxy to attend and vote at the meeting in his or her place. The proxy shall be a director or officer of the Corporation represented by such member. To be effective, the proxy must be in writing and must state the office held by the proxy on the board of directors of the Corporation represented by such member.
- 9.04 The Shared Facilities Committee shall, *inter alia*, be responsible for the following:
- i) establishing rules and procedures with respect to the use, operation, staffing, illumination, maintenance and/or repair of the Shared Facilities, and determining the manner in which all maintenance and/or repair work with respect to same shall be carried out;
  - ii) making arrangements for the illumination, maintenance and/or repair of the Shared Facilities, including all equipment and fixtures utilized in connection with the ongoing operation of same, as well as all landscaping, structures, components and/or features comprising any portion of the Shared Facilities, and procuring all requisite public liability and property damage insurance coverage with respect to same;
  - iii) making arrangements for the provision of all requisite utilities and equipment (e.g. water and hydro services) security services and/or computer monitoring services and equipment for the Shared Facilities, including without limitation, the installation and/or reading of separate consumption or check meters measuring the consumption of utilities supplied to the Shared Facilities;
  - iv) preparing and submitting the Shared Facilities Budget to each of the Two Condominium Corporations, not less than once annually, outlining the Shared Facilities Costs, for incorporation by each of the Two Condominium Corporations as part of their respective overall annual budgets, in accordance with the foregoing provisions hereof; and
  - v) reimbursing any Non-Defaulting Party for costs incurred in connection with the self-help remedies set out in Article 8.00 hereof.
- 9.05 It is expressly understood and agreed by the parties hereto that all decisions made (and all actions taken) by the Shared Facilities Committee shall forthwith be adopted, ratified and confirmed by the respective boards of directors of the Two Condominium Corporations. In addition, the board of directors of each of the Two Condominium Corporations shall jointly determine such other provisions relating to the conduct, activities and operation of the Shared Facilities Committee as may be consistent with the provisions of the Act, the provisions of their respective declarations, and the provisions of this Agreement.

**ARTICLE 9.00 - THE SHARED FACILITIES MANAGER AND COMMITTEE**

- 9.01 **Shared Facilities Manager**
- (a) The Shared Facilities shall be managed by the Declarant, or its agents until 30 days following the Transfer Date or such earlier date as the Declarant may determine, and thereafter the Shared Facilities shall, at the direction of the Shared Facilities Committee, be administered and overseen by an individual or corporate Shared Facilities Manager, as such term is defined herein.

- (b) The Shared Facilities Manager shall be the property manager of the Phase I Condominium from time to time (the "Shared Facilities Manager").
- (c) No later than the 60<sup>th</sup> day before the end of the current fiscal year, the Shared Facilities Manager shall submit to the Shared Facilities Committee for approval, a budget for the Shared Facilities containing the Shared Facilities Manager's estimate of the cost of the Shared Services for the period expiring at the end of the next fiscal year. The fiscal year shall coincide with fiscal year of the Westside Condominium.
- (d) Each yearly budget shall include the amount of each expense, the particulars of the type, frequency and level of the services to be provided and a projected breakdown of Shared Facilities Costs on a monthly basis, and the fee to be paid to the Shared Facilities Manager in connection with the services to be performed by the Shared Facilities Manager for the period covered by the budget.
- (e) Each of the Two Condominium Corporations shall incorporate the Shared Facilities Budget into their respective overall budget.
- (f) Each Condominium Corporation shall provide monthly contributions as set out in the budget to an account for the Shared Facilities maintained by the Shared Facilities Committee and the Shared Facilities Manager.
- (g) If unanticipated repairs are found to be necessary or whenever, in the opinion of the Shared Facilities Manager, any change in the budgeted expenditures makes it desirable to do so, the Shared Facilities Manager shall submit to the Shared Facilities Committee, a budget supplemental to the yearly budget covering the additional expenses to be incurred for the performance of the Shared Services for the then-remaining portion of the current calendar year, and the procedure set out in subparagraphs 9.01(e) and (f) above shall apply to the said supplemental budget.
- (h) Save for repairs required to be done in an Emergency, or required to avoid suspension of any service, the Shared Facilities Manager shall not make any expenditures in excess of the amount proposed in the budget (on a monthly basis if applicable) approved by the Shared Facilities Committee or substantially in excess of any particular item in an approved budget.
- (i) The Shared Facilities Manager shall:
  - (a) make arrangements for the illumination, maintenance and/or repair of the Shared Facilities, including all equipment and fixtures utilized in connection with the ongoing operation of same, as well as all landscaping, structures, components and/or features comprising any portion of the Shared Facilities, and procuring all requisite public liability and property damage insurance coverage with respect to same;
  - (b) make arrangements for the provision of all requisite utilities and equipment (e.g. water and hydro services) security services and/or computer monitoring services and equipment for the Shared Facilities, including without limitation, the installation and/or reading of separate consumption or check meters measuring the consumption of utilities supplied to the Shared Facilities;
  - (c) in the case of a major Emergency (i.e. those seriously affecting human safety, welfare or vital services, or involving potential or actual large-scale property damage), immediately notify those who are in danger, the appropriate public authorities and the Shared Facilities Committee and act in consultation and co-operation with those authorities and the Shared Facilities Committee in dealing therewith;
  - (d) in the case of an Emergency that is not major, deal expeditiously therewith in accordance with the exigencies thereof and notify the Shared Facilities Committee as soon as is reasonably possible during business hours.
- (j) In any case in which the cost of any particular item of unanticipated repairs submitted in an approved supplementary budget, or where the cost of a particular item of repair or maintenance provided for in an approved yearly budget is estimated to exceed the sum of Five Thousand Dollars (\$5,000.00):
  - (i) the Shared Facilities Manager shall obtain and submit three written quotations therefor and may, in addition, submit its own quotation to do the work itself for a lower price;
  - (ii) the Shared Facilities Committee shall consider such estimates and make a decision thereon; and

- (iii) if within seven (7) days of the submission of any estimate, actual or deemed agreement has not been reached by the Shared Facilities Committee as to the method and cost of the work, any Owner may submit the matter to mediation and if necessary, ADR pursuant to Article 16.00 of this Agreement.
- (k) If the cost of any item of the type described in subparagraph 9.01(j) above does not exceed Five Thousand Five Hundred Dollars (\$5,000.00) per annum, the Shared Facilities Manager may engage any parent or subsidiary corporation or any person, firm or corporation associated, affiliated or otherwise connected with it to perform said work or services provided that the cost of the said work or services shall not exceed the cost which it is reasonably estimated would be incurred if written quotations were obtained.
- (l) If in the opinion of any Owner, the Shared Facilities Manager is failing to properly carry out its contractual duties, such Owner shall be entitled to give the Shared Facilities Manager and the other Owners written notice that the Shared Facilities Manager is in breach of its obligations to perform such duty or duties and unless the Shared Facilities Manager shall rectify such failure or failures within Fifteen (15) Days after the giving of such notice, then the first-mentioned Owner shall be entitled to have such work carried out as may be necessary to cure such failure or failures and shall be entitled to be reimbursed by the other Owners for its share of the cost of carrying out such work.
- (m) In the event that an Owner completes any repair or other work in an Emergency when the Shared Facilities Manager was not available or otherwise able to complete such repairs or work, such Owner shall be entitled to be reimbursed to the same extent as if same had been performed pursuant to subparagraph 9.01(l) above.

9.02 **The Shared Facilities Committee**

- (a) Subject to paragraph 9.02(b) hereof, the Shared Facilities Committee shall consist of two (2) members, one (1) of which shall be appointed by (and be a member of) each of the boards of directors of the Two Condominium Corporations. For greater certainty, the Board of Directors of the Phase I Condominium shall appoint one person from amongst its numbers to the Shared Facilities Committee and the Board of Directors of the Phase II Condominium shall appoint one person from amongst its numbers to the Shared Facilities Committee. Each of the Two Condominium Corporations shall also appoint an alternative member, who also must be a member of the Board of Directors of the Condominium Corporation for which he/she is representative, to fulfil the obligation of the appointed member when unavailable to ensure timely and full functionality of the Shared Facilities Committee.
- (b) Notwithstanding the foregoing, until the owner elected board of directors is appointed pursuant to a turnover meeting of the Phase II Condominium in accordance with Section 43 of the Act (the "**Turnover Date**") or such earlier date as the Declarant may determine in its sole and unfettered discretion, the Declarant shall comprise the Shared Facilities Committee.
- (c) At any meeting of the Shared Facilities Committee, a quorum shall consist of at least Two (2) members thereof. Until the Turnover Date, decisions of the Shared Facilities Committee shall be made by the Declarant. After the Turnover Date, all decisions of the Shared Facilities Committee shall be unanimous requiring the affirmative vote of members representing all of the Condominium Corporations and the Chairman shall not have an additional or casting vote. If thirty (30) minutes after the time appointed for the holding of any meeting of the Shared Facilities Committee a quorum is not present, then the meeting shall stand adjourned to the same time on the corresponding day of the next following week. Any member of the Shared Facilities Committee who cannot attend any meeting of the committee may appoint a proxy to attend and vote at the meeting in his or her place, or in the place of the alternative member. The proxy shall be a director or officer of the Condominium Corporation represented by such member and/or alternative member. To be effective, the proxy must be in writing and must state the office held by the proxy on the board of directors of the Condominium Corporation represented by such member or alternative member.
- (d) The Shared Facilities Committee shall, inter alia, be responsible for the following:
  - (i) establishing rules and procedures with respect to the use, operation, staffing, illumination, maintenance and/or repair of the Shared Facilities, and determining the manner in which all maintenance and/or repair work with respect to same shall be carried out;
  - (ii) overseeing the activities of the Shared Facilities Manager;

- (iii) ensuring the preparation and submission of the Shared Facilities Budget to each of the Two Condominium Corporations, not less than once annually, outlining the Shared Facilities Costs, for incorporation by each of the Two Condominium Corporations as part of their respective overall annual budgets, in accordance with the foregoing provisions hereof; and
- (iv) reimbursing any Non-Defaulting Party for costs incurred in connection with the self-help remedies set out in Article 8.00 hereof.
- (e) It is expressly understood and agreed by the parties hereto that all decisions made (and all actions taken) by the Shared Facilities Committee shall forthwith be adopted, ratified and confirmed by the respective boards of directors of the Two Condominium Corporations. In addition, the board of directors of each of the Two Condominium Corporations shall jointly determine such other provisions relating to the conduct, activities and operation of the Shared Facilities Committee as may be consistent with the provisions of the Act, the provisions of their respective declarations, and the provisions of this Agreement.

**ARTICLE 10.00 - MUTUAL INDEMNITIES**

- 10.01 Each party hereto hereby covenants and agrees to forthwith repair and/or replace equipment or other property (both realty and personalty) within the property of any other party hereto which is altered, damaged or destroyed by any such party or by its residents, tenants, invitees, workmen, agents, representatives, contractors and/or subcontractors, or by anyone else for whom such party is in law responsible or liable (either vicariously or otherwise), in the course of using (or enjoying the benefits of) the Shared Facilities.
- 10.02 Subject to the foregoing provisions of this Article, each of the parties hereto hereby covenant and agree to indemnify and save the other harmless, from and against all claims, costs, damages and/or liabilities which either of them may hereafter suffer or incur as a result of (or in connection with) the other's use, operation, maintenance and/or repair of the Shared Facilities, or any portion thereof, provided however that no party hereto shall be indemnified for its own acts or instances of gross negligence or willful misconduct.

**ARTICLE 11.00 - INSURANCE**

- 11.01 Until the Transfer Date, each of the Two Condominium Corporations (or the Declarant on behalf of such of the Two Condominium Corporations which is not yet registered from time to time) (which parties shall be hereinafter individually referred to as a "Responsible Party" and collectively referred to as the "Responsible Parties") shall obtain and maintain the following insurance with respect to those portions of the Shared Facilities (hereinafter collectively referred to as the "Shared Facilities Insurance") which are completed and which are contained within or situate upon their respective lands (which Shared Facilities shall be hereinafter referred to as their "Respective Portions"):
  - (i) public liability insurance with respect to incidents or occurrences happening upon their Respective Portions providing a minimum coverage of \$5,000,000.00 per occurrence;
  - (ii) fire and property damage insurance sufficient to cover 100% of the repair and/or replacement cost of all damaged property (both realty and personalty) comprising part of their Respective Portions; and
  - (iii) comprehensive boiler, machinery and pressure vessel insurance on a repair and replacement basis, in such amount as would be normally maintained by prudent owners of such buildings and which amount shall initially not be less than \$5,000,000.00 and shall contain a "disputed loss agreement" between the property loss insurers and the boiler and machinery insurers;in accordance with the applicable provisions of the Act and this Agreement.
- 11.02 Each of the insurance policies maintained pursuant to the foregoing section 11.01, shall:
  - (i) not contain any co-insurance clause and name each of the Responsible Parties as a named insured;
  - (ii) contain a provision whereby the insurer will not cancel or alter or refuse to renew such policy prior to its expiration, except after sixty (60) days prior written notice to each named insured thereunder;
  - (iii) be taken out and maintained with the same insurer, which insurer shall, until the creation of the Shared Facilities Committee, be chosen by the Declarant, acting reasonably; and

- (iv) contain waivers of subrogation which cover at a minimum the Insurance Trustee (as hereinafter defined), the directors, officers, managers, agents, employees, invitees, tenants and servants of each of the Two Condominium Corporations and/or the Declarant save and except for arson, fraud, vandalism or wilful misconduct.

11.03 Any proceeds arising from the Shared Facilities Insurance shall be payable as follows:

- (i) to the Insurance Trustee with respect to any loss occasioned to any Respective Portions comprising part of (or encompassed within) the description of any one or both of the Two Condominium Corporations; or
- (ii) to the Declarant with respect to any loss occasioned to any Respective Portions not yet contained (or encompassed within) a condominium description;

for the purposes of carrying out any Shared Work arising as a result of damage in accordance with Article 7.00 hereof. In the event there are any surplus funds remaining after the completion of said work the applicable Responsible Party whose Respective Portions has been repaired and/or restored shall be entitled to receive and/or retain all of said surplus funds.

- 11.04 Nothing contained in this Agreement shall be construed to prohibit any of the parties hereto from arranging for additional insurance above and beyond that contemplated herein, provided however, that any premiums with respect to same shall be paid by the party obtaining such additional insurance coverage.
- 11.05 From and after the Transfer Date, the responsibility for procuring the Shared Facilities Insurance shall devolve upon the Shared Facilities Committee for and on behalf of both of the Two Condominium Corporations.
- 11.06 The Responsible Parties (or the Shared Facilities Committee, if same is in existence) shall obtain an appraisal from one or more independent and qualified appraisers in order to ascertain the full replacement cost of the Shared Facilities whenever they mutually agree that such an appraisal is necessary, but not in any event, later than once every three (3) years and the costs of said appraisals shall constitute part of the Shared Facilities Costs.
- 11.07 For purposes of greater certainty and clarity there shall be no obligation to obtain insurance with respect to any portion of the Shared Facilities that have not yet been constructed from time to time nor with respect to any boiler, machinery or pressure valves not yet installed and/or operating or that may not be constructed within any of the phases comprising the Total Project.

**ARTICLE 12.00 - INSURANCE TRUSTEE**

- 12.01 Any and all insurance proceeds of any insurance policy in excess of 15% of the replacement cost of the property covered by the insurance policy payable to or for any party hereto for the repair of its assets and attributable to damage to any part(s) of the Shared Facilities (after allowing for any proceeds attributable to damage to other than the Shared Facilities as determined by the Insurer, acting reasonably) shall be held by an insurance trustee mutually agreeable to all Owners (the "Insurance Trustee") and if an Insurance Trustee cannot be agreed upon, the insurance trustee shall be appointed in accordance with the arbitration provisions of Article 16.00 hereof.
- 12.02 The insurance trustee appointed in accordance with paragraph 12.01 hereof shall be a trust company registered under the *Loan and Trust Corporations Act* or shall be a chartered bank, with which the parties shall enter into an agreement providing as follows:
  - i) receipt by the insurance trustee of any excess proceeds as contained in paragraph 12.01 hereof; and
  - ii) the holding of such proceeds in trust and disbursement of same in order to satisfy the obligation of each Owner in accordance with Article 13.00.
- 12.03 If all Owners agree not to rebuild in accordance with clause 13.03(ii), there shall be no requirement for the appointment of an insurance trustee and all insurance proceeds shall be paid to the respective Owners.

**ARTICLE 13.00 - DAMAGE TO SHARED FACILITIES**

- 13.01 If any of the Buildings are damaged to the extent of less than 25%, the respective Owners shall rebuild, restore and repair same in accordance with this agreement.

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- 13.02 If major damage has occurred to one or more of the Buildings, each Owner shall determine whether the damage extends to more than 25% of its building and in default of agreement, such determination shall be referred to mediation and if necessary arbitration pursuant to this Agreement.
- 13.03 Where there has been a determination that one or more of the Buildings have been damaged to an extent greater than 25%, and:
- i) each such Owner has elected to rebuild, then each such Owner shall expeditiously rebuild, restore and repair its Building at its own expense in a good and workmanlike manner to Acceptable Standards to permit the other Owners and those authorized by it the intended benefit of the Easements;
  - ii) all Owners have elected not to rebuild, the Owners need not rebuild their respective Buildings; or
  - iii) one or more, but not all, of the Owners has elected not to rebuild, the Owner electing not to rebuild shall inform the other Owners of its election and shall nevertheless rebuild, repair and restore its Servient Portion in such a manner so as not in any material way to adversely affect the use and enjoyment of the Easements and buildings by the other Owners.
- 13.04 In the event it is necessary to relocate any of the Easement Areas within the Total Site and/or amend the Easements relating thereto as a result of the repair and restoration of damage to the Shared Facilities, in order to re-align the Easement Areas with the as-built location of any building, structure, facility and/or improvements intended to be used pursuant to the Easement or to rectify any encroachment of a building, structure, facility and/or improvement that was not intended to be part of the Easement Area, the provisions of section 6.06 hereof shall apply, *mutatis mutandis*, to the relocation and/or amendment of the Easements provided however that any obligations imposed therein upon the Declarant shall be the responsibility of the Responsible Parties and/or the Shared Facilities Committee if same is in existence.

#### ARTICLE 14.00 - TERMINATION OF CONDOMINIUMS

- 14.01 The obligations and responsibilities contained in this Agreement (including without limitation the obligation to repair after damage set out in Article 13.00 hereof) shall apply notwithstanding that any one or both of the Two Condominium Corporations has elected to terminate the government of its lands under the Act, and in the event of such termination each of the unit owners (and for greater certainty it is acknowledged that said unit owners would be owners of the lands which were formerly encompassed within the condominium, as tenants in common) shall be bound by the terms and provisions of this Agreement as if they were original signatories hereto and shall be jointly and severally liable to comply with all the obligations and covenants contained in this Agreement and shall execute such further assurances as may be required or desired by the other Responsible Parties to give full force and effect to this Article 14.00.
- 14.02 For the purposes of Section 127(1) of the Act, the obligations arising under this Agreement (including without limitation the obligations contained herein to carry out the Work) shall be deemed to be encumbrances against each unit and their appurtenant common interests contained within the description for each of the Two Condominium Corporations that has been created before the registration of the Declaration (relating thereto).

#### ARTICLE 15.00 - THE EASEMENT CHARGE

- 15.01 In the event that any of the parties hereto shall fail to pay or contribute any monies required to be paid or contributed in accordance with the foregoing provisions of this Agreement (including without limitation any Shared Facilities Costs incurred pursuant to the Self-Help Remedies set out in Article 8.00) (hereinafter referred to as a "Delinquent Party") within 30 days after receiving written notice from the other party hereto or the Shared Facilities Committee (hereinafter referred to as the "Non-Delinquent Party") requesting such monies to be paid or contributed then the Non-Delinquent Party shall be entitled to pay or contribute those monies which the Delinquent Party should have paid or contributed, and all monies so expended shall, until repaid by the Delinquent Party, bear interest at the rate of 24% per annum, calculated and compounded monthly on such amount as is from time to time unpaid, and until so paid, such outstanding amount (together with all interest accruing thereon as aforesaid) shall, to the extent thereof, be and constitute a lien and charge against the Delinquent Party's lands (or common element areas, as the case may be) (hereinafter referred to as the "Easement Charge").
- 15.02 Subject to the overriding provisions of section 15.04 hereof, the Easement Charge shall be enforceable by the Non-Delinquent Party in the same manner, and to the same extent, as a real property mortgage or charge, with all of the powers, rights and remedies inherent in, or available to, a mortgagee or chargee when a mortgage or charge of real property is in default pursuant to the provisions of the *Mortgages Act*,

*R.S.O. 1990*, as amended, and/or any other applicable statutory provision or common law principle applicable thereto.

- 15.03 In the event that the Land Registrar requires the Non-Delinquent Party to apply to a court of competent jurisdiction for any order, direction, advice or authorization prior to such Land Registrar allowing the registered title of the Delinquent Party's lands or common elements to be formally encumbered by the Easement Charge, then the Non-Delinquent Party shall be entitled to forthwith apply to such court for any required order, direction, advice or authorization, and the Delinquent Party shall, for all purposes, be deemed to have consented to any such application so being made for this purpose, and the Delinquent Party shall be forever barred and estopped from bringing or instituting any action, suit, claim or other proceeding to defend, defeat, hinder or delay any such application by the Non-Delinquent Party, or its enforcement of the Easement Charge (save for the institution of arbitration proceedings pursuant to the provisions hereinafter set out, in order to dispute any alleged default and/or the Non-Delinquent Party's entitlement to the Easement Charge). Alternatively, if the Land Registrar permits, the Easement Charge may be enforced by the filing of a caution, a certificate of pending litigation, or any restriction or notice as may be permitted by the provisions of the *Land Titles Act, R.S.O. 1990*, as amended.
- 15.04 The Easement Charge need not be registered against the title to the Delinquent Party's lands (or common elements), assets or appurtenant interests (nor registered elsewhere) in order to enable or entitle the Non-Delinquent Party to maintain or pursue a civil action against the Delinquent Party for breach of this Agreement. However, notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed that the Easement Charge shall not have any priority claim whatsoever over (or in respect of) the interest of any third party (or parties) in or to the Delinquent Party's lands, assets and appurtenant interests, unless and until the Easement Charge (or any notice thereof, or any caution or certificate of pending litigation with respect thereto) has been registered against the title to same, and once such registration occurs, the Easement Charge shall then be deemed to be fully postponed and subordinate to all liens, mortgages, charges, interests and any other encumbrances (including any and all amendments thereto or extensions thereof made from time to time) which are registered against the Delinquent Party's lands and/or appurtenant interests in priority to the registration of the Easement Charge (all hereinafter collectively referred to as the "Prior Charges"), and shall also be deemed to be fully postponed and subordinate to all mortgage advances theretofore made (and thereafter to be made) under any of the Prior Charges.

#### **ARTICLE 16.00 – ALTERNATIVE DISPUTE RESOLUTION**

- 16.01 The parties agree to use their best efforts to resolve any disputes or matters which may arise between them in respect of the Shared Facilities through good faith negotiations and the parties further agree that they shall resort to legal proceedings or mediation and arbitration against one another only as a last resort. If, after using their best efforts to resolve any such dispute or matter, such dispute or matters cannot be resolved by good faith negotiations, then any such dispute, other than with respect of non-payment of any party's proportionate share of the Shared Facilities Costs, shall be determined in the following manner which for purposes of this agreement shall be called "ADR".
- 16.02 Whenever ADR is permitted or required under this Agreement or the Act, ADR proceedings may be commenced by the parties in accordance with the following principles and procedures:
- (i) Prior to commencing ADR proceedings, the parties shall use their best efforts to resolve the question or matter in dispute through good faith negotiations conducted at a meeting of the full boards of directors of each party, with the assistance and presence (optional) of legal counsel representing each corporation, all acting with a view to securing a resolution of the question or matter in dispute without further proceedings.
  - (ii) If the parties, with the assistance of legal counsel as set forth in paragraph 16.02(i) above, are unable to resolve the questions or matter in dispute through good faith negotiations, as provided in Section 132 of the Act, the parties shall, within thirty (30) days thereafter, select a mediator qualified by education and training to assist the parties in dealing with the particular questions or matter in dispute, and the parties shall attempt to mediate their differences, and the mediator shall confer with the parties and endeavour to obtain a settlement with respect to the disagreement submitted to mediation. The parties shall initially share equally in the costs of a mediator, however, the settlement shall specify the share of the mediator's fees and expenses that each party is required to pay. Upon obtaining a settlement between and among the parties with respect to the disagreement submitted to mediation, the mediator shall make a written record of the settlement which shall form part of the agreement or matter that was the subject of the mediation.
  - (iii) If good faith negotiations and the mediation process as described in paragraphs 16.02(i) and (ii) of this Agreement are exhausted and the parties are still unable to resolve the question or matter in dispute, within thirty (30) days after the mediator delivers a notice to the parties stating that the

mediation has failed, the parties agree to submit the question or matter in dispute for resolution by a single arbitrator whose appointment is agreed upon by the parties, and the decision of the arbitrator shall be binding upon the parties hereto, and no legal recourse shall be exercised by either party hereto with respect to the question or matter in dispute until the arbitration has been completed.

- (iv) The parties shall meet and attempt to appoint a single arbitrator who is well qualified with education and training to pass upon the particular question or matter in dispute. In the event that the parties are unable to agree upon a single arbitrator, each party shall appoint one arbitrator within seven (7) days of the meeting and notify the other party. The arbitrators so appointed shall, within seven (7) days of the appointment of the last arbitrator so appointed, choose a single arbitrator who is qualified by education and training to pass upon the particular question or matter in dispute. If either party neglects or refuses to name an arbitrator within seven (7) days of being requested to do so by the other party, the arbitrator named by the first party shall proceed to resolve the dispute in accordance with *Arbitrations Act, 1991* (Ontario) and the parties agree that the arbitrator's decision shall be final and shall not be subject to appeal by any party other than on a question of law in accordance with Subsection 45(2) of the *Arbitrations Act, 1991* or pursuant to a specific ground for appeal or for setting aside the arbitrator's award pursuant to Section 46 of the *Arbitrations Act, 1991*.
  - (v) The decisions and reasons of the arbitrator shall be made within thirty (30) days after the hearing of the question or matter in dispute, and the decisions and reasons shall be drawn up in writing and signed by the arbitrator who shall also be entitled to award costs of the ADR. The compensation and expenses of the arbitrator shall initially be paid in equal proportions by each party, subject to the final outcome and any award being made as to costs of the ADR.
  - (vi) Where ADR is required by this Agreement, commencement and completion of such ADR in accordance with this Agreement shall be a condition precedent to the commencement of an action at law or in equity in respect of the question or matter in dispute being arbitrated.
- 16.03 For clarity, notwithstanding the nature of the dispute, until the questions or matter in dispute is finally determined by ADR, the disputing party shall continue to perform all work and services required to be performed by it and to pay all amounts required to be paid by it in accordance with this Agreement.
- 16.04 Subject always to the parties agreeing to any modifications thereto, the mediation shall be conducted generally in accordance with the rules of procedure of the mediator chosen and the ADR shall be conducted generally in accordance with the rules of procedure for the conduct of ADR as defined by the arbitrator(s) so chosen and also in accordance with the provisions of the *Arbitrations Act, 1991* (Ontario). Any dispute, difference, issue or question arising between the parties hereto which concerns (or touches upon) the validity, construction, meaning, performance or effect of this agreement, or the rights and liabilities of the parties hereto, or with respect to any matter arising out of (or connected with) this agreement, shall be referred to (and resolved by) arbitration pursuant to the *Arbitration Act, 1991*, as amended, in accordance with the overriding provisions set out in this Article. The substantive rules of law applicable to the dispute being arbitrated pursuant to the provisions hereof shall be those of the Province of Ontario, and the arbitration decision so rendered shall be binding upon the parties hereto, and their respective successors and assigns, and shall not be subject to appeal under any circumstances (whether with respect to a question of law, a question of fact, a question of mixed fact and law, or otherwise).

#### ARTICLE 17.00 - RELEASE OF THE DECLARANT

- 17.01 Notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed that upon the registration of each of the Two Condominium Corporations, the Declarant shall be automatically released, relieved and fully discharged from any and all further obligations and liabilities arising from (or in connection with) such condominium under this Agreement or any successor agreement, and thereafter forthwith upon the request of the Declarant, the parties hereto shall each execute a formal release of the Declarant in order to evidence and confirm the foregoing cessation of the Declarant's obligations and liabilities, together with such further documents and assurances as the Declarant may reasonably require in connection therewith.

#### ARTICLE 18.00 - NOTICES

- 18.01 All notices required or desired to be given to any of the parties hereto in connection with this Agreement, or arising herefrom, shall be in writing, and shall be hand delivered to an officer or director of the intended party at the following address, or be delivered by registered mail to the intended party at the following address [and if so mailed, same shall be deemed to have been delivered, received and effective

on the 3rd day (excluding Saturdays, Sundays and statutory holidays) following the day on which such notice was mailed]:

- a) to the Declarant – c/o 120 Lynn Williams Street, Suite 2A, Toronto, Ontario M6K 3N6.
  - b) to the Phase I Condominium - c/o its property manager, Simerra Property Management, 89 Skyway Avenue, Suite 200, Toronto, Ontario M9W 6R4 (Attention: Property Manager)
  - c) to the Shared Facilities Committee by giving same to the Declarant (until the Transfer Date) and to at least two (2) committee members (who are not representatives or nominees of the same Condominium Corporation) either personally or by ordinary mail, postage prepaid, address to such member's respective dwelling units.
- 18.02 Any party hereto may, from time to time, by written notice to the other party hereto, delivered in accordance with the foregoing provisions, change the address to which its notices are to be delivered.

#### ARTICLE 19.00 - REGISTRATION OF THIS AGREEMENT

- 19.01 The parties hereto hereby consent to the registration of this Agreement against the title to the Total Site, and hereby acknowledge, confirm and agree that this Agreement shall be deemed and construed to run with the title to each of the Phase I Lands and the Phase II Lands, respectively.
- 19.02 The Declarant further covenants and agrees that upon the registration of each of the Two Condominium Corporations, it shall cause each of same to enter into an agreement with each of the previously registered condominium(s) that is substantially the same as this Agreement, or to simply execute a counterpart of this Agreement, in order to be bound by all the terms, provisions and conditions contained herein, as if such condominium had been an original party to this Agreement in the place and stead of the Declarant. Moreover, notwithstanding anything provided in this Agreement to the contrary, it is expressly understood and agreed that as and when each of the Two Condominium Corporations is registered, the Declarant shall be automatically released and forever discharged from all of its covenants, obligations and liabilities arising under this Agreement with respect to such condominium.

#### ARTICLE 20.00 - ESTOPPEL CERTIFICATE

- 20.01 Each of the Two Condominium Corporations (and the Declarant on behalf of any of the Two Condominium Corporations which is not yet registered) (hereinafter referred to as a "Receiving Party") shall, within ten (10) days after receiving a written request (hereinafter referred to as a "Certificate Request") accompanied by payment of a fee not in excess of \$100.00 plus all applicable taxes thereon (or such higher fee as may be appropriate based on inflationary fee increases), from or by any party interested in the status of this Agreement (hereinafter called the "Requesting Party"), execute, acknowledge and deliver to the Requesting Party a certificate (hereinafter called the "Certificate") confirming:
- (i) whether this Agreement has been modified and if so, the nature of such modifications, and confirming that it is in full force and effect;
  - (ii) whether or not the terms and provisions of this Agreement have been complied with to date, and whether or not there is any outstanding default alleged (or complained of) by or against either of the Two Condominium Corporations, the Declarant and/or the Shared Facilities Committee as well as the nature and extent of the default so alleged;
  - (iii) whether or not any Work has been (or is presently being) performed by either of the Two Condominium Corporations, the Declarant and/or the Shared Facilities Committee for which the costs will be claimed or charged against any of the other parties hereto and/or the Shared Facilities Committee pursuant to provisions of this Agreement.
- 20.02 Notwithstanding any provision contained herein to the contrary, nothing shall be charged to (or levied against) the Declarant if it requests (or any authorized agent or representative of the Declarant requests) a Certificate pursuant to this Article 20.00.
- 20.03 The contents of the Certificate may be pleaded as (and shall constitute) a complete defence by the Requesting Party to any litigated claim or action that is inconsistent with the facts recited in the Certificate.
- 20.04 If a Receiving Party fails to execute and deliver to the Requesting Party the Certificate so requested from them, within ten days after receiving the Certificate Request and the accompanying fee, then they shall be deemed to have certified to the Requesting Party that:

- (i) there is no outstanding default by either of the Two Condominium Corporations, the Declarant and/or the Shared Facilities Committee under this Agreement; and
- (ii) no Work has been (or is presently being) performed by either of the Two Condominium Corporations, the Declarant and/or the Shared Facilities Committee, for which the cost of same is (or may be) claimed or charged against any of the condominiums comprising the Two Condominium Corporations, the Declarant and/or the Shared Facilities Committee, pursuant to the provisions of this Agreement.

**ARTICLE 21.00 - RECIPROCAL BENEFIT AND BURDEN**

21.01 The parties hereto hereby expressly declare their mutual intention that the principles of reciprocal benefit and burden shall apply to their relationship, and as such, it is hereby acknowledged and agreed that each of the easements, rights and privileges hereinbefore set forth establishes a basis for the mutual/reciprocal use and enjoyment of certain parts of the Two Condominium Corporations, including the Shared Facilities, which are intended to be used and enjoyed by each of the Declarant and the Two Condominium Corporations to varying degrees. As an integral and material consideration for the continuing right to the use and enjoyment by each of the Declarant and the Two Condominium Corporations of such easements, rights and privileges (as are confirmed in this Agreement, or incorporated herein by way of counterpart agreement), each of the parties hereto hereby accepts (and agrees to assume) the burdens and obligations imposed upon them by virtue of this Agreement.

**ARTICLE 22.00 - CONSTRUCTION LIENS**

22.01 Each of the parties hereto covenants and agrees to forthwith make any required payment or filing of any security, so as to forthwith remove any construction lien (claimed in respect of a supply of materials and/or the provision of services contracted for by it) which encumbers the other party's lands, by no later than thirty (30) days after the receipt of a written request to do so delivered by or on behalf of any of the other condominiums comprising the Two Condominium Corporations, and/or the Declarant failing which, such other of the Two Condominium Corporations or the Declarant may make the payment or post the security required to remove such construction lien from title, and thereafter seek reimbursement for all monies expended (and costs incurred) in doing so from the defaulting party.

**ARTICLE 23.00 - SUCCESSORS AND ASSIGNS**

- 23.01 This Agreement shall enure to the benefit of, and be correspondingly binding upon, the parties hereto and their respective successors and assigns.
- 23.02 Notwithstanding anything provided in this Agreement to the contrary, it is expressly understood and agreed by the parties hereto that:
  - i) any reference to either of the Two Condominium Corporations in this Agreement, where the context pertains to the use or enjoyment of an easement (or some other right, benefit or interest), shall be deemed to include such Condominium's duly authorized agents, representatives, employees, contractors and/or subcontractors, and shall also specifically include the unit owners thereof and their respective tenants, residents and invitees;
  - ii) any reference to the Declarant in this Agreement, where the context pertains to the use or enjoyment of an easement (or some other right, benefit or interest), shall specifically include the Declarant and the condominium corporations which are ultimately created on the Total Site, and their duly authorized agents, representatives, employees, contractors and/or subcontractors, together with all of the unit owners of said condominium corporations, and their respective tenants, residents and invitees; and
  - iii) any reference to the Shared Facilities Committee shall, unless the context provides otherwise, mean the Declarant in the event that said committee has not yet been created, provided however, that any obligations imposed upon the Shared Facilities Committee including without limitation the obligation to carry out and/or pay for any maintenance or repair work (hereinafter referred to as the "Shared Obligations"), shall apply to the Declarant only insofar as the appropriate contributions have been made by such of the Two Condominium Corporations in existence from time to time (or insurance proceeds are available) to enable the Declarant to carry out and/or pay for any of the Shared Obligations.

**ARTICLE 24.00 - FURTHER ASSURANCES**

- 24.01 The parties hereto hereby covenant and agree to forthwith execute all further documents, instruments and assurances as may be necessary or required in order to carry out the true intent of these presents, and to register this Agreement (or notice thereof) against the title to the Phase I Lands and the Phase II Lands. Without limiting the generality of the foregoing, the parties hereto hereby covenant and agree to execute all such further documents, instruments and agreements as may be required in order to realign the boundaries of the Shared Easement Areas so that same align more accurately with the final location thereof, as finally constructed. Moreover, each of the Two Condominium Corporations specifically covenants and agrees to execute, forthwith upon the request of the Declarant as is necessary and at no cost to the Declarant or to any other party hereto:
- i) such further or supplementary Shared Facilities Agreements pertaining to (and generally confirming) those matters and details more particularly set out herein, and containing such additional provisions as the Declarant may deem necessary or desirable in order to more accurately reflect the sharing of the Shared Facilities between the Two Condominium Corporations, but in no case derogating in any material respect from the overall nature and intent of this Agreement;
  - ii) whatever releases or other documents are required in order to delete this agreement from title to any lands which do not or will not form part of the Two Condominium Corporations. In this regard, the parties acknowledge and agree that because the precise location of the Two Condominium Corporations is not presently known and because there is currently no registerable legal description for the Total Site available, that this Agreement may be registered against lands owned by the Declarant which will not form part of the Total Site. Accordingly, the parties agree from time to time to execute the releases or other documents requested by the Declarant in order to delete this agreement from title to any lands which do not or will not form part of the Two Condominium Corporations; and
  - iii) such documents, releases and assurances as the Declarant may require in order to evidence and confirm the cessation of the Declarant's obligations and liabilities hereunder with respect to the Two Condominium Corporations, and the release of all claims by the Two Condominium Corporations against the Declarant arising from, or in connection with this Agreement or any supplementary or further Shared Facilities Agreements.
- 24.02 Notwithstanding anything hereinbefore provided to the contrary, it is expressly understood and agreed that if a counterpart of this Agreement is duly executed by either of the Two Condominium Corporations (as and when same are created) with or without the Declarant as an additional signatory thereto (which incorporates all material aspects of this Agreement and the overall nature and intent hereof, but which is not executed by any of the other parties hereto), in lieu of any of the supplementary agreements referred to in paragraph 24.01(i) hereof (which would require the execution thereof by each of the Phase I Condominium Corporation, and/or the Phase II Condominium Corporation), then any such party which does not execute such counterpart agreement shall nevertheless be bound by all of the terms and provisions of the said counterpart agreement as if it had duly executed same.
- 24.03 At the time of the preparation of this Agreement, the Declarant has commenced selling units in the Phase I. However, pre-sales for the Phase II Condominium have not yet begun and it is possible that the development of the Phase II Condominium may be substantially different from what is contemplated as of the preparation of this Agreement. For example, the actual number of condominium phases to be developed may be more or less than two and the Declarant may decide not to construct additional condominium phases for a significant period of time or not to construct them at all. Accordingly, the parties agree that if in fact, the Phase II Condominium is developed in a manner substantially different from as contemplated in this Agreement, or is not constructed at all, they will co-operate in amending this Agreement so that it takes into account the changes to the development of the Phase II Condominium.

**ARTICLE 25.00 - MISCELLANEOUS PROVISIONS**

- 25.01 This Agreement is subject to compliance with the subdivision and part-lot control provisions of the *Planning Act, R.S.O. 1990*, as amended.
- 25.02 The headings used throughout the body of this Agreement form no part hereof, but shall be deemed to be inserted for convenience of reference only.
- 25.03 This Agreement shall be read and construed with all changes in gender and/or number as may be required by the context.
- 25.04 If any clause or section of this Agreement shall be determined by a court of competent jurisdiction to be illegal or unenforceable, then such clause or section shall be considered separate and severable from the rest of this Agreement, and the remaining provisions hereof shall remain in full force and effect, and shall

continue to be binding upon the parties hereto as though the said illegal or unenforceable clause or section had never been included.

- 25.05 This Agreement may be executed in one or more counterparts, each of which when so executed shall constitute an original, and all of which shall together constitute one and the same agreement.
- 25.06 Wherever this Agreement allows a party to exercise its discretion or to act unilaterally, such exercise of discretion or actions shall be carried out honestly and in good faith.

**IN WITNESS WHEREOF** the parties hereto have hereunto caused to be affixed their corporate seals, duly attested to by their respective proper signing officers authorized in that behalf.

**TORONTO STANDARD CONDOMINIUM  
CORPORATION NO. 2249**

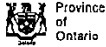
Per: \_\_\_\_\_  
Name: Alan Saskin  
Title: President

I have the authority to bind the Corporation.

**WESTSIDE GALLERY LOFTS INC.**

Per: \_\_\_\_\_  
Name: Alan Saskin  
Title: President

I have the authority to bind the Corporation.



**Document General**  
Form 4 - Land Registration Reform Act

**D**

<p style="writing-mode: vertical-rl; transform: rotate(180deg);">FOR OFFICE USE ONLY</p> <p style="text-align: center; font-size: 1.2em; font-weight: bold;">AT. 3100651</p> <p style="text-align: center;">CERTIFICATE OF RECEIPT RÉCÉPISSÉ TORONTO (66)</p> <p style="text-align: center; font-size: 1.1em;">2012-08-14   553</p> <p style="text-align: center; font-size: 1.2em; font-weight: bold;">LAND REGISTRAR</p> <p style="font-size: 0.8em;">New Property Identifiers <span style="float: right;">Additional: See Schedule <input type="checkbox"/></span></p> <p>Executions <span style="float: right;">Additional: See Schedule <input type="checkbox"/></span></p>	(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/>	(2) Page 1 of 7 pages	(3) Property Identifier(s) <b>76249-004 LT</b> Block <b>3021</b> Property to <b>76249-0860 LT</b> Additional: See Schedule <input type="checkbox"/>	
	(4) Nature of Document <b>BY-LAW NO. 6</b> <b>(Section 56 of the Condominium Act)</b>	(5) Consideration <b>TWO</b> Dollars \$ <b>2.00</b>		
	(6) Description <b>All Units on all Levels, together with their respective appurtenant common interests, comprising Toronto Standard Condominium Plan No. 2249</b>  <b>City of Toronto</b> <b>Land Titles Division of the Toronto Registry Office (No. 66)</b>			
	(7) This Document Contains (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>			
	(8) This Document provides as follows: <b>See Schedule attached.</b>			
	(9) This Document relates to instrument number(s) <b>AT3013441</b>			
	(10) Party(ies) (Set out Status or Interest) Name(s) Signature(s) Date of Signature Y M D <b>TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2249</b> Per: <b>2012 08 14</b> <b>Tony Manocchio - Vice-President</b> <b>We have authority to bind the Corporation</b> Per: <b>2012 08 14</b> <b>David Mardell - Secretary</b>			
(11) Address for Service <b>120 Lynn Williams Street, Suite 2A, Toronto, Ontario M6K 3N6</b>				
(12) Party(ies) (Set out Status or Interest) Name(s) Signature(s) Date of Signature Y M D				
(13) Address for Service				
(14) Municipal Address of Property <b>150 Sudbury Street Toronto, Ontario M6J 3S8</b>	(15) Document Prepared by: <b>Michael J. Baum</b> 120707 <b>Harris, Sheaffer LLP</b> <b>4100 Yonge Street</b> <b>Suite 610</b> <b>Toronto, Ontario</b> <b>M2P 2B5</b>			
FOR OFFICE USE ONLY		Fees and Tax		
		Registration Fee		
		Total		

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*Condominium Act, 1998*

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

Toronto Standard Condominium Corporation No. 2249 (known as the "Corporation") certifies that:

1. The copy of By-Law No. 6 attached as Schedule "A" is a true copy of the By-law.
2. The By-Law was made in accordance with the *Condominium Act, 1998*.
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-Law.

DATED this 16th day of July, 2012.

**TORONTO STANDARD CONDOMINIUM  
CORPORATION NO. 2249**

Per: \_\_\_\_\_  
Name: Tony Manocchio  
Title: Vice-President

Per: \_\_\_\_\_  
Name: David Mandel  
Title: Secretary

We have the authority to bind the Corporation

TORONTO STANDARD CONDOMINIUM CORPORATION  
NO. 2249

BY-LAW NO. 6

WHEREAS Kareg Leasing Inc. ("Kareg") has entered into an agreement (the "Builder Agreement") with Westside Gallery Lofts Inc. ("Westside") relating to a security interest in the equipment located or affixed to the premises, as more particularly described in Notice of Security Interest registered in the Land Titles Division of the Toronto Registry Office (No. 66) on November 5, 2012 as Instrument No. AT3013441 (the "Lease");

AND WHEREAS Kareg has agreed to assign certain obligations and liabilities of Westside under the Builder Agreement to the Corporation;

BE IT ENACTED as a By-Law of Toronto Standard Condominium Corporation No. 2249 as follows:

1. That the Corporation enter into an assumption agreement attached hereto as Exhibit "A" (the "Agreement") in respect of the Lease Agreement entered into between Kareg and Westside (hereinafter called the "Lease").
2. That any Officer or Director of the Corporation be and he is (they are) hereby authorized to execute, on behalf of the Corporation, the Agreement, together with all other documents or instruments which are ancillary to the Agreement including without limitation, all instruments or affidavits which may be required in order to register the said Agreement and/or the Lease on the title to the Corporation's property and all instruments, etc., registered from time to time in order to give effect to the provisions of the Agreement and the Lease. The affixation of the corporate seal of the corporation to all such documents and instruments is hereby authorized, ratified, sanctioned and confirmed.
3. That all terms, provisions and conditions set out in the Agreement and the Lease, including without limitation, all covenants and agreements made by or on behalf of the Corporation, are hereby authorized, ratified and sanctioned and confirmed.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2249 hereby enacts the foregoing by-law having been approved by the directors of the Corporation and confirmed without variation by the declarant which owns 100 per cent of the units pursuant to the provisions of the *Condominium Act, 1998*, S.O. 1998, c.19, as amended.

DATED this 16th day of July, 2012.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2249

Per: \_\_\_\_\_  
Name: Tony Manocchio  
Title: Vice-President

Per: \_\_\_\_\_  
Name: David Mandell  
Title: Secretary

I have the authority to bind the Corporation

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EXHIBIT "A"

CONDOMINIUM ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS AGREEMENT dated 16th day of July, 2012.

BETWEEN

WESTSIDE GALLERY LOFTS INC. (the "Builder")

- and -

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2249 (the "Condominium")

WHEREAS:

- A. The Builder, as lessee, has entered into the Lease with Kareg, as lessor, in respect of the Equipment.
- B. The Condominium has agreed to assume the rights, liabilities and obligations of the Builder under the Lease.
- C. a) The parties hereto have entered into this Agreement to reflect their mutual understanding regarding these matters

NOW THEREFORE, in consideration of the sum of \$1.00 and other good and valuable consideration (the receipt and sufficiency of which is hereby mutually acknowledged), the parties agree as follows:

1 - INTERPRETATION

Definitions

The terms defined in this section 0 shall have the following meanings unless the context expressly or by necessary implication otherwise requires:

1. "Agreement" means this Condominium Assumption Agreement, as it may be amended, supplemented, restated or otherwise modified from time to time.
2. "Business Day" means any day other than a Saturday, a Sunday or a day that is a statutory holiday in Ontario.
3. "Common Elements" has the meaning given to it in the Condominium Act.
4. "Condominium Act" means the *Condominium Act, 1998*, S.O. 1998, c. 19 as amended or re-enacted from time to time and the regulations made thereunder.
5. "Condominium Fees" means the contribution towards common expenses (as such term is defined in the Condominium Act) of the Condominium, by the Owners.
6. "Declaration" has the meaning given to it in the Condominium Act.
7. "Default" means an event that, with the giving of notice or passage of time or both, would constitute an Event of Default.
8. "Description" has the meaning given to it in the Condominium Act.
9. "Equipment" means all equipment and other property specifically defined as such in the Lease.
10. "Event of Default" means the occurrence of one or more of the following events or circumstances:
  1. the occurrence of Event of Default (as defined in the Lease); or
  2. the Condominium fails to perform or observe, in any material manner, any of its covenants or obligations contained in this Agreement.provided that Kareg shall have given to the Condominium five (5) days' written notice of the default and it has not been remedied within such period or if capable of being cured but requiring more than such five (5) days, it has not commenced to cure the default with such five (5) days and diligently pursues to cure same thereafter.
11. "include" or "including" means to include without limitation.
12. "Kareg" means Kareg Leasing Inc.
13. "Lease" means the lease agreement dated May 10, 2010 between Kareg, as lessor, and the Builder, as lessee, with regards to the lease of the Equipment.
14. "Lease Payments" means the rent, interest, taxes, costs and other amounts payable by the lessee to the lessor under the Lease.
15. "Owner" means an owner (as defined in the Condominium Act) of a Unit.
16. "PPSA" means the *Personal Property Security Act* (Ontario).
17. "Unit" has the meaning given to it in the Condominium Act. "Units" means more than one unit or all units, as the context so requires.

#### Gender and Number

5 Words importing the singular include the plural and vice versa, and words importing gender include all genders.

#### Headings

6 The headings contained in this Agreement are for convenience of reference only and in no way define, limit or describe the scope, construction, interpretation or intent of this Agreement or in any way affect this Agreement.

#### Applicable Law

7 This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract.

#### Severability

8 If any covenant, obligation or agreement of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such covenant, obligation or agreement to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each covenant, obligation or agreement of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

## 2 - ASSIGNMENT AND ASSUMPTION OF LEASE

#### Assignment and Assumption

As of the date of this Agreement, the Builder does hereby assign, transfer and set over to and in favour of the Condominium by way of absolute assignment, all of its rights, title, benefit and interest in, to and under the Lease, and the Condominium hereby ratifies and confirms all terms, provisions and conditions set out in the Lease and all amendments thereto, and hereby covenants and agrees to assume the rights, liabilities and obligations of the Builder under the Lease, and all amendments thereto, and covenants and agrees to do, perform, observe, keep and be bound by all the terms, provisions, obligations, covenants and agreements contained in the Lease, and all amendments thereto, as if the Condominium was originally named as a party in the Lease, and all amendments thereto, and as such had executed the Lease.

#### Builder's Warranties and Representations

The Builder warrants and represents to the Condominium and to Kareg that, with respect to the Lease and the Equipment, as far as it is aware:

1. the Builder has good right, power and authority to assign its interest in the Lease and the Equipment as set out in this Agreement, and such interest is free of all liens, charges and encumbrances and any other adverse interest or claim (other than encumbrances in favour of Kareg or mortgages who have postponed to Kareg in form satisfactory to Kareg acting reasonably);
2. the Lease is valid and subsisting, is in full force and has not been amended or modified; and
3. the Lease is in good standing, neither Kareg nor the Builder is in default under the Lease and there is no dispute between them with respect to the Lease or the Equipment.

#### Release

It is expressly understood and agreed that upon the execution of this Assumption Agreement and registration of the By-Law, the Builder shall be automatically released, relieved and fully discharged from any and all further obligations and liabilities arising from (or in connection with) the Lease.

#### Indemnity

9 The Assignee shall indemnify and save the Assignor harmless from any and all costs, expenses and damages incurred by the Assignor in connection with the non-observance or non-performance by the Assignee of any of its duties, obligations or liabilities under the Lease as and from the date hereof.  
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## 3 - CONDOMINIUM

#### Fixtures

The parties acknowledge and agree that, notwithstanding installation of the Equipment in the Building, the Equipment shall not be, and shall not be characterized as, "fixtures" or "building materials" within the meaning given to such terms for purposes of the PPSA.

#### Notice of Security Interest

Kareg shall be entitled to register or have registered against the Common Elements and the Units notice of, or other document evidencing, its security interest arising under the Lease, the Equipment or this Agreement and the Condominium covenants that shall not object to same or seek to have such security deleted, discharged or released.

#### Declaration and Description

The Builder and Condominium, jointly and severally, represent and warrant to Kareg that:

1. the recitals above (under the heading "WHEREAS") are true in substance and in fact; and

2. the Declaration and Description of the Condominium in the forms as registered have not been amended and shall not be amended in any way that affects the interest of Kareg or the Equipment with the prior written consent of Kareg.

#### **Payments and Security**

The Condominium covenant and agrees that it shall include the Lease Payments in the Condominium Fees levied monthly by it; and

#### **Remedies, etc.**

The rights and remedies of Kareg under this Agreement:

3. are cumulative;
4. may be exercised as often and in such order as Kareg considers appropriate;
5. are in addition to its rights and remedies under the general law; and
6. shall not be capable of being waived or varied except by an express waiver or variation in writing signed by an officer of Kareg.

### **4 - NOTICES**

#### **Notices**

Every notice, consent, request, instruction, approval and other communication provided for or permitted by this Agreement and all legal process in regard hereto shall be validly given, made or served, if in writing and delivered, or sent by facsimile, to the party to whom it is to be given at:

1. in the case of a communication to the Builder:

120 Lynn Williams Street, Suite 2A  
Toronto, Ontario, M6K 3N6

Attention: President  
Facsimile Number: (416) 928-9501

2. in the case of a communication to Kareg:

31 Davisville Avenue  
Toronto, Ontario, M4S 1G3

Attention: President  
Facsimile Number: (416) 869-3004

3. in the case of a communication to the Condominium:

c/o Simerra Property Management  
89 Skyway Ave., Suite 200  
Toronto, Ontario M9W 6R4

Attention: Property Manager  
Facsimile Number: (416) 293-5904

or to such other address in the Province of Ontario as any party hereto may, from time to time, designate in writing delivered in a like manner. Notice delivered or sent by facsimile, shall be deemed delivered on the date of such delivery or transmission if such day is a Business Day and if delivered or transmitted and received prior to 5:00 p.m. on such Business Day, failing which such notice shall be deemed to be delivered on the next Business Day following the date of delivery or transmission.

### **5 - GENERAL**

#### **Enurement**

This Agreement is made personally with the Builder and shall not be assigned by it except with the prior written consent of Kareg, which shall not be unreasonably withheld. Kareg may sell, assign or otherwise dispose of, or grant a Lien in, all or any portion of Kareg's right, title or interest in this Agreement or any part thereof to anyone else, without the consent of the Builder. Subject to the foregoing, this Agreement shall enure to the benefit of and be binding upon the parties and their respective permitted, as applicable, successors and assigns.

#### **Waiver**

A waiver of any default, breach or non-compliance under this Agreement is not effective unless in writing and signed by the party to be bound by the waiver. The waiver by a party of any default, breach or non-compliance under this Agreement will not operate as a waiver of that party's rights under this Agreement in respect of any continuing or subsequent default, breach or non-observance (whether of the same or any other nature).

#### **Further Assurances**

Each party to this Agreement shall do such further things and execute such further documents as may be reasonably required by the other party to more fully implement the intent of this Agreement.

**Counterparts**

This Agreement may be executed in any number of counterparts and may be delivered by facsimile and all of such counterparts taken together and so delivered shall be deemed to constitute one and the same instrument.

**THE PARTIES** have executed this Agreement as of the date first written above.

**WESTSIDE GALLERY LOFTS INC.**

By: \_\_\_\_\_  
Name: Alan Saskin  
Title: President

I have the authority to bind the Corporation

**TORONTO STANDARD CONDOMINIUM  
CORPORATION NO. 2249**

Per: \_\_\_\_\_  
Name: Tony Manocchio  
Title: Vice-President

Per: \_\_\_\_\_  
Name: David Mandell  
Title: Secretary

We have the authority to bind the Corporation

**CONSENT**

The undersigned hereby consents to the assignment made under this Agreement by the Builder to the Condominium, reserving Kareg's rights under the Lease with respect to, among other things, the necessity of obtaining prior written consent to any future assignment of it.

Dated this 16th day of July, 2012.

**KAREG LEASING INC.**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

I/We have the authority to bind the Corporation



**Document General**  
Form 4 - Land Registration Reform Act

**D**

<p style="text-align: center;">AT <b>3106455</b></p> <p style="text-align: center;">CERTIFICATE OF RECEIPT RÉCÉPISSÉ TORONTO (66)</p> <p style="text-align: center;">2012-08-21 10:13</p> <p style="text-align: center;"><i>[Signature]</i></p> <p style="text-align: center;"><b>LAND REGISTRAR</b></p>	<p>(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/></p>	<p>(2) Page 1 of <b>13</b> pages</p>										
	<p>(3) Property Identifier(s) <b>76249-0001 LT</b> Block Property <b>to 76249-0860</b> Additional: See Schedule <input type="checkbox"/></p> <p style="text-align: center;">(both inclusive)</p>											
	<p>(4) Nature of Document <b>BY-LAW NO. 7</b> (Section 56 of the Condominium Act)</p>											
	<p>(5) Consideration  Dollars \$</p>											
	<p>(6) Description  All Units on all Levels, together with their respective appurtenant common interests, comprising Toronto Standard Condominium Plan No. 2249  City of Toronto Land Titles Division of the Toronto Registry Office (No. 66)</p>											
	<p>Additional: See Schedule <input type="checkbox"/></p>	<p>(7) This Document Contains (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/></p>										
	<p>Executions Additional: See Schedule <input type="checkbox"/></p>	<p>(8) This Document provides as follows:  See Schedule Attached.</p> <p style="text-align: right;">Continued on Schedule <input checked="" type="checkbox"/></p>										
<p>(9) This Document relates to instrument number(s)</p>												
<p>(10) Party(ies) (Set out Status or Interest) Name(s) <b>TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2249</b></p> <p>I have authority to bind the Corporation</p>	<p>Signature(s) <i>[Signature]</i> Per: <b>David Mandell</b> Title: <b>Secretary</b></p>	<p>Date of Signature Y M D <b>2012 08 20</b></p>										
<p>(11) Address for Service</p>												
<p>(12) Party(ies) (Set out Status or Interest) Name(s)     </p>												
<p>(13) Address for Service</p>												
<p>(14) Municipal Address of Property  <b>150 Sudbury Street Toronto, Ontario M6J 3S8</b></p>	<p>(15) Document Prepared by: <b>Michael J. Baum</b> <b>Harris, Sheaffer LLP</b> 4100 Yonge Street Suite 610 Toronto, Ontario M2P 2B5</p> <p style="text-align: right;">120707</p>	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center;">Fees and Tax</th> </tr> </thead> <tbody> <tr> <td style="width:70%;">Registration Fee</td> <td></td> </tr> <tr> <td> </td> <td></td> </tr> <tr> <td> </td> <td></td> </tr> <tr> <td style="text-align: right;">Total</td> <td></td> </tr> </tbody> </table>	Fees and Tax		Registration Fee						Total	
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2

*Condominium Act, 1998*

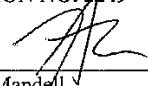
**CERTIFICATE IN RESPECT OF A BY-LAW**  
(under Subsection 56(9) of the *Condominium Act, 1998*)

Toronto Standard Condominium Corporation No. 2249 (known as the "Corporation") certifies that:

1. The copy of By-Law No. 7 attached as Schedule "A" is a true copy of the By-law.
2. The By-Law was made in accordance with the *Condominium Act, 1998*.
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-Law.

DATED this 16th day of July, 2012.

**TORONTO STANDARD CONDOMINIUM  
CORPORATION NO. 2249**

Per:   
Name: David Mandell  
Title: Secretary

I have the authority to bind the Corporation

**TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2249**

**BY-LAW NO. 7**

Be it enacted as a by-law of TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2249 (hereinafter referred to as "the Corporation" or "this Corporation") as follows:

1. That the Corporation enter into the Assumption and Assignment Agreement in the form attached hereto as Schedule "A" with regards to the leasing of the Equipment (as defined in the Assumption and Assignment Agreement) located in each of the Guest Suite Units and the Superintendent's Suite (as defined in the declaration of the Corporation).
2. That any Officer or Director of the Corporation be and they are hereby authorized to execute, on behalf of the Corporation, the Assumption and Assignment Agreement, together with all other documents or instruments which are ancillary to the Assumption and Assignment Agreement including without limitation, all instruments or affidavits. The affixation of the corporate seal of the corporation to all such documents and instruments is hereby authorized, ratified, sanctioned and confirmed.
3. That all terms, provisions and conditions set out in the Assumption and Assignment Agreement, including without limitation, all covenants and agreements made by or on behalf of the Corporation, are hereby authorized, ratified and sanctioned and confirmed.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2249 hereby enacts the foregoing by-law having been duly approved by the directors of the Corporation and confirmed without variation by the declarant which owns 100 per cent of the units pursuant to the provisions of the the *Condominium Act, 1998*, S.O. 1998, c.19, as amended.

Dated this 16th day of July, 2012.

**TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2249**

Per: \_\_\_\_\_  
Name: David Mandel  
Title: Secretary

I have authority to bind the Corporation

4

**SCHEDULE "A"**  
**Assumption and Assignment Agreement**

5

ASSUMPTION AND ASSIGNMENT AGREEMENT

THIS AGREEMENT dated \_\_\_\_\_, 2012.

BETWEEN

WESTSIDE GALLERY LOFTS INC. (the "Builder")

- and -

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2249 (the "Condominium")

- and -

KAREG LEASING INC. ("Kareg")

WHEREAS:

- A. The Builder, as lessee, has entered into the Leases with Kareg, as lessor, in respect of the Equipment installed within the Guest Suite Units and the Superintendent's Suite.
- B. The Condominium has agreed to assume the rights, liabilities and obligations of the Builder under the Leases.
- C. Kareg is the owner of the Equipment located in the Building.
- D. The Condominium is seeking a service and maintenance provider for the Equipment located in the Building.
- E. Kareg is a provider of such service and maintenance services.
- F. The parties hereto have entered into this Agreement to reflect their mutual understanding regarding these matters

NOW THEREFORE, in consideration of the sum of \$1.00 and other good and valuable consideration (the receipt and sufficiency of which is hereby mutually acknowledged), the parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 Definitions

The terms defined in this section 1.1 shall have the following meanings unless the context expressly or by necessary implication otherwise requires:

- (a) "Acceptable Standards" means with respect to any service or maintenance activity or replacement parts, standards in accordance with Kareg's standards to ensure efficient and safe operation for its intended purpose; provided, if and to the extent applicable, such standards meet or exceed the standards specified by its manufacturer/supplier and, provided further, such standards shall be in compliance with all applicable codes, laws, regulations, by-laws, rules, decisions, orders or rulings prescribed by all governmental or other authorities having jurisdiction with respect to such matters from time to time (including, if and to the extent applicable, the standards specified by the Technical Standards and Safety Authority (TSSA), Canadian Standards Association, Electricity Safety Authority and Measurement Canada).
- (b) "Agreement" means this Assumption and Assignment Agreement, as it may be amended, supplemented, restated or otherwise modified from time to time.
- (c) "Building" means the building and improvements constructed upon the lands described in Schedule "A" of the Declaration.
- (d) "Business Day" means any day other than a Saturday, a Sunday or a day that is a statutory holiday in Ontario.
- (e) "Common Elements" has the meaning given to it in the Condominium Act.
- (f) "Condominium Act" means the *Condominium Act, 1998*, S.O. 1998, c. 19 as amended or re-enacted from time to time and the regulations made thereunder.
- (g) "Condominium Fees" means the contribution towards common expenses (as such term is defined in the Condominium Act) of the Condominium, by the Owners.
- (h) "Declaration" means the Declaration registered as Instrument No. AT3073995, on the 16<sup>th</sup> day of July, 2012.
- (i) "Default" means an event that, with the giving of notice or passage of time or both, would constitute an Event of Default.
- (j) "Description" has the meaning given to it in the Condominium Act.
- (k) "Equipment" means all equipment and other property specifically defined as such in the Lease.
- (l) "Guest Suite Units" means Units 11 and 12, on Level 1 within the Condominium.
- (m) "Event of Default" means the occurrence of one or more of the following events or circumstances:
  - (i) the occurrence of Event of Default (as defined in the Lease); or

- (ii) the Condominium fails to perform or observe, in any material manner, any of its covenants or obligations contained in this Agreement.  
provided that Kareg shall have given to the Condominium five (5) days' written notice of the default and if it has not been remedied within such period or if capable of being cured but requiring more than such five (5) days, it has not commenced to cure the default with such five (5) days and diligently pursues to cure same thereafter.
- (n) "Fees" means the Lease Payments and the Servicing Fees collectively.
- (o) "include" or "including" means to include without limitation.
- (p) "Kareg" means Kareg Leasing Inc.
- (q) "Leases" means the lease agreements dated \_\_\_\_\_20\_\_ between Kareg, as lessor, and the Builder, as lessee, with regards to the lease of the Equipment situated within the Guest Suite Units and the Superintendent's Suite, which are attached hereto as Schedule "A".
- (r) "Lease Payments" means the rent, interest, taxes, costs and other amounts payable by the lessee to the lessor under the Lease.
- (s) "Owner" means an owner (as defined in the Condominium Act) of a Unit.
- (t) "PPSA" means the *Personal Property Security Act* (Ontario).
- (u) "Residential Units" means the Three Hundred and Sixty-Nine (369) residential dwelling Units (other than the Guest Suite Units and the Superintendent's Suite) as described in the Declaration and Description of the Condominium.
- (v) "Servicing Fee" means \$11.00 (eleven dollars) per Subject Unit, subject to annual increases at the discretion of Kareg in an amount not greater than CPI from the date of this Agreement.
- (w) "Subject Units" means, collectively, the Residential Units, the Guest Suite Units and the Superintendent's Suite located within the Building.
- (x) "Superintendent's Suite" means the residential unit designated as Unit 13, Level 1 within the Condominium.
- (y) "Term" means period commencing on the date above and terminating 10 years after such date or upon the earlier delivery of 30 days written notice from Kareg.
- (z) "Unit" has the meaning given to it in the Condominium Act. "Units" means more than one unit or all units, as the context so requires.

**1.2 Gender and Number**

Words importing the singular include the plural and vice versa, and words importing gender include all genders.

**1.3 Headings**

The headings contained in this Agreement are for convenience of reference only and in no way define, limit or describe the scope, construction, interpretation or 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 and shall be treated in all respects as an Ontario contract.

**1.5 Severability**

If any covenant, obligation or agreement of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such covenant, obligation or agreement to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each covenant, obligation or agreement of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

**ARTICLE 2 - ASSUMPTION AND ASSIGNMENT OF LEASES AND SERVICES**

**2.1 Assignment and Assumption**

As of the date of this Agreement, the Builder does hereby assign, transfer and set over to and in favour of the Condominium by way of absolute assignment, all of its rights, title, benefit and interest in, to and under the Leases, and the Condominium hereby ratifies and confirms all terms, provisions and conditions set out in the Leases and all amendments thereto, and hereby assumes the rights, liabilities and obligations of the Builder under the Leases, and all amendments thereto, and covenants and agrees to do, perform, observe, keep and be bound by all the terms, provisions, obligations, covenants and agreements contained in the Leases, and all amendments thereto, as if the Condominium was originally named as a party in the Leases, and all amendments thereto, and as such had executed the Leases.

**2.2 Kareg Consent**

Kareg hereby consents to the assignment made under this Agreement by the Builder to the Condominium, reserving Kareg's rights under the Leases with respect to, among other things, the necessity of obtaining prior written consent to any future assignment of it.

**2.3 Builder's Warranties and Representations**

The Builder warrants and represents to the Condominium and to Kareg that, with respect to the Leases and the Equipment, as far as it is aware:

- (a) the Builder has good right, power and authority to assign its interest in the Leases and the Equipment as set out in this Agreement, and such interest is free of all liens, charges and encumbrances and any other adverse interest or claim (other than encumbrances in favour of Kareg or mortgages who have postponed to Kareg in form satisfactory to Kareg acting reasonably);
- (b) the Leases are valid and subsisting, is in full force and any amendments or modifications have been disclosed and provided to the Condominium; and
- (c) the Leases are in good standing, neither Kareg nor the Builder is in default under the Leases and there is no dispute between them with respect to the Leases or the Equipment.

**2.4 Release**

It is expressly understood and agreed that upon the execution of this Assumption and Assignment Agreement and registration of the By-Law, the Builder shall be automatically released, relieved and fully discharged from any and all further obligations and liabilities arising from (or in connection with) the Leases.

**2.5 Indemnity**

The Condominium shall indemnify and save the Builder harmless from any and all costs, expenses and damages incurred by the Builder in connection with the non-observance or non-performance by the Condominium of any of its duties, obligations or liabilities under the Leases as and from the date hereof.

**ARTICLE 3 - SERVICES AND SERVICE FEES**

**3.1 Services**

- (a) For so long as the Condominium is obligated to pay the Servicing Fee in respect of a Residential Unit pursuant to Section 3.2, Kareg shall provide in respect of the Equipment, in respect of which such fee is payable by the Condominium, the services set forth in Schedule "B" (the "Services") in accordance with Acceptable Standards.
- (b) Kareg may, at its cost, subcontract with any appropriately qualified Person or Persons for the performance of any of the Services, provided however, that Kareg shall remain liable for the performance of the Services so subcontracted and all other of its duties set forth in this Agreement.
- (c) The Condominium shall not employ or appoint any Person other than Kareg to provide the Services in respect of the Equipment.

**3.2 Payment of Servicing Fees re: Residential Units**

- (a) In consideration of the provision of the Services by Kareg, the Condominium shall pay to Kareg, in advance in respect of each calendar month of the Term in accordance with the terms herein, the Servicing Fee for each of the Subject Units commencing on the first calendar month following the execution and delivery of this Agreement.
- (b) The Condominium shall pay all applicable Fees hereunder plus any applicable taxes exigible thereon.
- (c) All applicable Fees in respect of a calendar month shall be invoiced by Kareg to the Condominium within ten (10) days of the commencement of such month and such Fees shall be due 10 days after the date such invoice is issued.
- (d) Kareg reserves the right to charge interest on any late payment at the rate of 5% per annum calculated monthly from the due date until such payment is made in full.
- (e) If the whole or any part of the Fees and other payments contemplated hereunder remain outstanding for ninety (90) days after they have become due, Kareg shall at its sole discretion, be entitled to discontinue the provision of Services.

**ARTICLE 4 - CONDOMINIUM**

**4.1 Fixtures**

The Condominium acknowledges and agrees that, notwithstanding installation of the Equipment in the Building, the Equipment shall not be, and shall not be characterized as, "fixtures" or "building materials" within the meaning given to such terms for purposes of the PPSA.

**4.2 Notice of Security Interest**

Kareg shall be entitled to register or have registered against the Units notice of, or other document evidencing, its security interest arising under the Leases, the Equipment or this Agreement and the Condominium covenants that shall not object to same or seek to have such security deleted, discharged, invalidated or released.

**4.3 Declaration and Description**

The Builder and Condominium, jointly and severally, represent and warrant to Kareg that:

- (a) the recitals above (under the heading "WHEREAS") are true in substance and in fact; and
- (b) the Declaration and Description of the Condominium in the forms as registered have not been amended and shall not be amended in any way that affects the interest of Kareg or the Equipment with the prior written consent of Kareg.

**4.4 Payments and Security**

The Condominium covenant and agrees that it shall include the Lease Payments in the Condominium Fees levied monthly by it.

**4.5 Remedies, etc.**

The rights and remedies of Kareg under this Agreement:

- (a) are cumulative;
- (b) may be exercised as often and in such order as Kareg considers appropriate;
- (c) are in addition to its rights and remedies under the general law; and
- (d) shall not be capable of being waived or varied except by an express waiver or variation in writing signed by an officer of Kareg.

**ARTICLE 5 - NOTICES**

**5.1 Notices**

Every notice, consent, request, instruction, approval and other communication provided for or permitted by this Agreement and all legal process in regard hereto shall be validly given, made or served, if in writing and delivered, or sent by facsimile, to the party to whom it is to be given at:

- (a) in the case of a communication to the Builder:  
120 Lynn Williams Street, Suite 2A  
Toronto, Ontario M6K 3N6  
  
Attention: President  
Facsimile Number: (416) 928-9501
- (b) in the case of a communication to Kareg:  
31 Davisville Avenue  
Toronto, Ontario, M4S 1G3  
  
Attention: President  
Facsimile Number: (416) 869-3004
- (c) in the case of a communication to the Condominium:  
150 Sudbury Street  
Toronto, Ontario  
  
Attention: Property Manager  
Facsimile Number:

or to such other address in the Province of Ontario as any party hereto may, from time to time, designate in writing delivered in a like manner. Notice delivered or sent by facsimile, shall be deemed delivered on the date of such delivery or transmission if such day is a Business Day and if delivered or transmitted and received prior to 5:00 p.m. on such Business Day, failing which such notice shall be deemed to be delivered on the next Business Day following the date of delivery or transmission.

**ARTICLE 6 - GENERAL**

**6.1 Enurement**

This Agreement is made personally with the Condominium and shall not be assigned by it except with the prior written consent of Kareg, which shall not be unreasonably withheld. Kareg may sell, assign or otherwise dispose of, or grant a Lien in, all or any portion of Kareg's right, title or interest in this Agreement or any part thereof to anyone else, without the consent of the Builder. Subject to the foregoing, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective permitted, as applicable, successors and assigns.

**6.2 Waiver**

A waiver of any default, breach or non-compliance under this Agreement is not effective unless in writing and signed by the party to be bound by the waiver. The waiver by a party of any default, breach or non-compliance under this Agreement will not operate as a waiver of that party's rights under this Agreement in respect of any continuing or subsequent default, breach or non-observance (whether of the same or any other nature).

**6.3 Further Assurances**

Each party to this Agreement shall do such further things and execute such further documents as may be reasonably required by the other party to more fully implement the intent of this Agreement.

**6.4 Counterparts**

This Agreement may be executed in any number of counterparts and may be delivered by facsimile and all of such counterparts taken together and so delivered shall be deemed to constitute one and the same instrument.

THE PARTIES have executed this Agreement as of the date first written above.

**WESTSIDE GALLERY LOFTS INC.**

By: \_\_\_\_\_  
Name: Alan Saskin  
Title: President  
I have the authority to bind the Corporation

**TORONTO STANDARD CONDOMINIUM CORPORATION  
NO. 2249**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:  
I/We have the authority to bind the Corporation

**KAREG LEASING INC.**

By: \_\_\_\_\_  
Name:  
Title:  
I have the authority to bind the Corporation

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**SCHEDULE "A"  
LEASES**



1 12

SCHEDULE "A" TO CONSUMER LEASE AGREEMENT  
General Terms and Conditions

1. **Location and Condition of the Equipment** – Lessee agrees to keep the Equipment at the address noted on the first page hereof (the "Property"). Lessee agrees to allow Lessor access to inspect the Equipment and records maintained therewith at any time. Lessee shall keep the Equipment free and clear of all liens and encumbrances of every kind and in as good a condition as when delivered, reasonable wear and tear excepted.
2. **Alterations** – Lessee shall not make any alterations to the Equipment without Lessor's prior written consent. Any additions, upgrades, accessories, alterations or replacements to or for the Equipment shall become the property of the Lessor and be subject to the terms of this Agreement.
3. **Operation of the Equipment** – Lessee shall operate the Equipment at its own risk. Lessee shall indemnify and save Lessor harmless from any and all claims, damages of any nature whatsoever or howsoever suffered by Lessor, however caused, arising out of the use of the Equipment. This indemnification will survive termination of this Agreement.
4. **Legal Compliance and Taxes** – Lessee will comply with all laws relating to this Agreement or to the Equipment including, without limitation, laws relating to use, operation or maintenance of the Equipment. Except as otherwise specifically provided herein, Lessee shall pay when due all taxes and other charges of any kind whatsoever now or in the future imposed by any government or public authority or agency ("Taxes") related to the operation or maintenance of the Equipment during the Term.
5. **Registration against Security** – Lessee hereby grants to Lessor an exclusive security interest in the Equipment as collateral security for the amounts owing by Lessee to Lessor under this Agreement. The attachment of security interest has not been postponed. Lessee grants to Lessor the right to register the security interest under this Agreement against Lessee and title to the lands where the Equipment is to be located. Unless prohibited by law, Lessee waives Lessee's right to receive a copy of such registration where required and Lessee appoints Lessor as Lessee's lawful attorney for so doing. The fees (including, without limitation, any administration fees, registration fees, discharge fees, disbursements and taxes) related to the registration of the security interest under this Agreement against Lessee and title to the lands where the Equipment is to be located shall be the sole responsibility of the Lessee and shall be payable on the Commencement Date, the unit transfer date of the Lessee's suite or such other date and in such manner as may be determined by the Lessor in its sole, unfettered and subjective discretion.
6. **Personal Property** – The Lessee and the Lessor agree that the Equipment shall remain portable or movable property (without the need for any other party's consent or waiver to allow the Lessor to remove it) even though it may become attached to real or immovable property.
7. **Payments** – Lessee must make all payments (the "Payments") required to be made under this Agreement to Lessor in the manner described on the first page of this Agreement starting on the Commencement Date (the "Commencement Date"). Lessee's obligation to pay all amounts under this Agreement shall be absolute and unconditional without any condition, deduction, set-off, abatement, hold back or claim for compensation whatsoever. The Lessor reserves the right to adjust the monthly rental indicated in this Agreement on the 5<sup>th</sup> and 10<sup>th</sup> anniversary date by the difference in the five year Government of Canada Bond Rate, at lease commencement, and the similar Bond on the anniversary date specified herein. If the Lessor assigns this Agreement or the Payments due under this Agreement to a bank, finance company or other entity, then you will make all Payments to such designated assignee absolutely and without condition.
8. **Default Charges** – interest at the rate of 2% per month compounded (28.46% per annum) shall be payable on all unpaid Payments, from due date until paid. Lessee further agrees to pay to Lessor a returned cheque or non-sufficient funds (NSF) charge to reimburse Lessor for time and expense incurred with respect to a cheque or a Pre-Authorized Payment debit that is returned for any reason, in an amount of \$25.00 plus applicable taxes to Lessor.
9. **Events of Default** – Default shall occur upon any of the following events occurring:
  - (a) if Lessee fails to make any Payment, or any other amount under this Agreement on its due date;
  - (b) if Lessee removes or attempts to remove the equipment from the Premises herein described without Lessor's consent in writing;
  - (c) if Lessee encumbers or transfers ownership or sublets the Equipment without Lessor's consent;
  - (d) if Lessee fails to observe any condition of this Agreement;
  - (e) if Lessee becomes subject to bankruptcy, insolvency, receivership or similar proceedings under the *Bankruptcy and Insolvency Act* (Ontario) either voluntarily or involuntarily, or if an encumbrancer takes possession of the Equipment or a substantial part of the location of the Equipment;
  - (f) if Lessee allows any damage other than that caused by normal wear and tear resulting from proper use in the normal course, or if anything happens or is about to happen which the Lessor reasonably believes may materially reduce the value of the Equipment or the Lessor's interest in it or increases the risk to it;
  - (g) if Lessee is in default under any other contract, agreement, or obligation, now existing or hereafter entered with the Lessor or any of its assignees, whether Lessee is bound alone or with others;
  - (h) if Lessee has misrepresented any representation or warranty made by Lessee in connection with the entering into of this Agreement or any Schedule attached hereto, or in connection herewith, or if any such representation is untrue or incorrect; or
  - (i) if Lessee transfers title to the location of the Equipment herein described without purchasing the Equipment or assigning this Agreement to the new purchaser in accordance with the provisions of Section 15 of this Agreement.
10. **Remedies Upon Default** – In the event of Default or continued Default, Lessor may terminate this Agreement and, in addition to any other right it may have at law or otherwise, may, without notice, do any or all of the following, separately or together, in any order or combination:
  - (a) **Repossession** – Lessee agrees to provide Lessor access to enter wherever the Equipment is located (or Lessor believes that it is located) to repossess and remove the Equipment (if necessary, by disconnecting it from any other property) and Lessee hereby expressly waives any and all claims for damages to property or otherwise arising from such repossession;
  - (b) **Sell or Re-lease** – Without terminating or being deemed to have terminated this Agreement, Lessor, upon at least five (5) days' prior written notice to Lessee, may assign its rights hereunder, sell or re-lease the Equipment in such manner and for such amounts and upon such terms as Lessor deems advisable, such assignment, sale or re-lease to be effected without notice to the Lessee
  - (c) **Damages for Termination** – Lessee is responsible for any damages suffered by Lessor as a result of the termination of this Agreement where there has been a Default by the Lessee. All such damages shall be deemed to be liquidated damages for loss of a bargain and not as a penalty, and shall be equal to the Casualty Value (as defined below) plus all costs incurred by Lessor, its assignees or agents, in enforcing the terms of this Agreement.
11. **Damage to Premises** – Should the Equipment be removed at any time by Lessor due to Lessee's Default, Lessor shall not in any way be liable in respect of any damages to Lessee's premises resulting from such removal or from any costs incurred by Lessee in connection with such removal.

**SCHEDULE "B"  
SERVICES AND EXCLUSIONS**

1. Services:

- a. Diagnostic, repair and parts replacement services for the Equipment.
- b. Periodic inspection and maintenance of the Equipment (generally annually) to be provided during regular business hours.
- c. Provision of a Call Center to respond to service matter enquiries.

2. Exceptions and Exclusions:

- a. Services specifically do not cover costs for diagnosis, service, repair, parts replacement or adjustment to the extent that/in respect of, or otherwise cover:
  - i. Repairs needed as a result of abuse, tampering, alterations or repairs by persons other than Kareg;
  - ii. Repairs needed as a result of accidental or deliberate damage, loss, theft, freezing weather conditions, subsidence, structural repairs, fire, lightening, explosion, earthquake, floods, storms, acts of war or other insurable risks;
  - iii. The thermostat is not at the proper setting;
  - iv. The Subject Unit's or Building's electrical fuse or circuit breaker for the Equipment is blown;
  - v. The Equipment has been turned off;
  - vi. Renovation related work;
  - vii. The costs of redecoration and restoration costs required as a result of work performed in connection with this Agreement, including , but not limited to, wall coverings, drywall, plaster, wallpaper, paint, floor coverings, tile, cabinetry, counter, tops, landscaping or repair of structural or cosmetic defects;
  - viii. Loss or damage to the property caused by the heating, cooling, appliance, electrical or plumbing or drains systems breaking down (e.g. damage to furniture caused by leaks);
  - ix. Repairs or maintenance that are related to design or any modification to the Equipment, unless performed under this Agreement;
  - x. Electronic, computerized or energy management systems or devices
  - xi. Providing for or closing access to covered items;
  - xii. Service, maintenance, repair or replacement necessitated by any loss or damage resulting from any cause other than normal usage. Loss or damage due to chemical or sedimentary build up, misuse or abuse, unauthorized repair by others, failure to clean or maintain the Equipment, rust, corrosion, insect infestation, mould, mildew or bacterial manifestations, missing parts, structural change, fire freezing, electrical failure, or surge, water damage, lightening, mud, earthquake, soil movement, windstorms, hail, theft, negligence (other than by Kareg), intentional acts (other than by Kareg), riots, accidents (other than caused by Kareg), pet or pest damage, acts of God, or failure due to excessive water pressure or any other perils are not considered loss or damage by normal use;
- b. In cases where the Equipment distributes heating or cooling produced by mechanical systems central to a multi-residential building, Kareg shall not be responsible to diagnosis, repair or part replacement in situations where the central systems are the cause of the malfunction.
- c. Kareg commitments under this Agreement do not cover any service involving hazardous or toxic materials, asbestos, lead or the disposal of refrigerants or contaminants.
- d. If the thermostat that is included in the Equipment fails, Kareg will provide a replacement thermostat of its choice that enables like operation of the dependent heating, ventilation and/or air conditioning equipment. Zone thermostats/controls and energy management controls are not covered by the Services.
- e. Kareg is not responsible for insufficient air distribution due to existing ductwork design or clogged duct work or for insufficient water flow due to existing piping or radiators or clogged piping or radiators and costs of refrigerant recovery, vacuuming and refill are excluded.
- f. If building or code violations are discovered before or during the diagnosis or repair of Equipment, Kareg will not be required to repair or service such Equipment until the necessary corrective work is completed (which shall not be the responsibility of Kareg). If additional costs are incurred by Kareg in order to comply with local, provincial, or federal law, Kareg shall not be responsible for that additional expense. Kareg is not responsible for service or repair of Equipment when permits cannot be obtained and Kareg will not pay any costs relating to permits.

**ASSUMPTION AGREEMENT**

**THIS AGREEMENT** made the 16th day of July, 2012.

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

**WESTSIDE GALLERY LOFTS INC.**  
(hereinafter called "Declarant")

- and -

**TORONTO STANDARD CONDOMINIUM  
CORPORATION NO. 2249**  
(hereinafter called the "**Condominium Corporation**")

**WHEREAS** WESTSIDE GALLERY LOFTS INC. (the "**Declarant**") entered into the following agreements with the City of Toronto (collectively, the "**Agreements**");

- (a) Instrument No. AT1719790 registered on February 27, 2008 is a Notice of Agreement entered into between Westside Gallery Lofts Inc., the Greater Toronto Transit Authority and Canadian National Railway Company;
- (b) No. AT2483854 registered on August 23, 2010 is a Section 37 Agreement entered into between Westside Gallery Lofts Inc. and Distance Road Co. Inc. (as Owners) and the City of Toronto;
- (c) Instrument No. AT2675027 registered on April 27, 2011 is a Site Plan Agreement entered into between Westside Gallery Lofts Inc. and Distance Road Co. Inc. (as Owners) and the City of Toronto;

(the "**Agreements**").

**AND WHEREAS** the parties hereto agree that the Condominium Corporation shall assume all of the terms and provisions set forth in the Agreements relating to the Condominium Corporation;

**NOW THEREFORE WITNESSETH** that in consideration of the sum of \$2.00 of lawful money of Canada now paid by each of the parties hereto to the other, and for other good and valuable consideration (the receipt and sufficiency which is hereby expressly acknowledged) the Condominium Corporation hereby agrees to formally assume (and to observe and abide by) all of the terms and provisions contained in the Agreements that relate to the Condominium Corporation and the property of the Condominium, to indemnify the Declarant in respect of such obligations and to execute such further documents or assurances as the Declarant may hereafter require in order to evidence and confirm the same.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument.


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SIGNATURE PAGE FOLLOWS


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

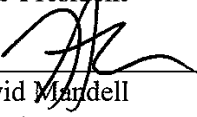
**WESTSIDE GALLERY LOFTS INC.**

By:   
Name: Alan Saskin  
Title: President

I have authority to bind the Corporation

**TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2249**

Per:   
Name: Tony Manocchio  
Title: Vice-President

Per:   
Name: David Mandell  
Title: Secretary

We have authority to bind the Corporation

**ASSUMPTION AND ASSIGNMENT AGREEMENT**

**THIS AGREEMENT** made the 16th day of July, 2012.

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

**Westside Gallery Lofts Inc.**, a corporation incorporated under the laws of Ontario ("**Customer**")

-and-

**Toronto Standard Condominium Corporation No. 2249** a corporation created under the laws of Ontario ("**Corporation**")

**WHEREAS** pursuant to the terms and provisions of a Smart Meter Installation and Service Agreement dated December 17, 2009 (the "**Smart Meter Agreement**"), made between Toronto Hydro and the Customer with respect to the supply and installation of smart meters and related services to the Building by Toronto Hydro.

**AND WHEREAS** the Corporation has agreed to assume the rights and obligations of the Customer under the Smart Meter Agreement effective as of the 16th day of July, 2012 (the "**Effective Date**").

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the premises and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto), the parties hereto covenant and agree as follows:

**1. INTERPRETATION**

**1.1 Definitions.** In this Agreement, unless something in the subject matter or context is inconsistent therewith, capitalized words not otherwise defined herein shall have the meaning ascribed thereto in the Energy Agreement.

**1.2 Severability.** In the event that any of the covenants herein shall be held unenforceable or declared invalid for any reason whatsoever, to the extent permitted by law, such unenforceability or invalidity shall not affect the enforceability or validity of the remaining provisions of this Agreement and such unenforceable or invalid portion shall be severable from the remainder of this Agreement.

**1.3 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Ontario and the laws of Canada applicable therein.

**1.4 Binding on Successors.** This Agreement and everything herein contained shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

## **2. ASSIGNMENT BY CUSTOMER AND ASSUMPTION BY THE CORPORATION**

**2.1 Assignment.** As at the date of this Agreement, the Customer hereby assigns to the Corporation all interest in and to the Smart Meter Agreement including all rights, obligations and liabilities thereunder.

**2.2 Assumption.** As of the date of this Agreement, the Corporation hereby:

- (a) assumes all rights, obligations and liabilities of the Customer under the Smart Meter Agreement;
- (b) covenants and agrees to pay all amounts owing by the Customer under the Smart Meter Agreement, at the times and in the manner set forth in the Smart Meter Agreement; and
- (c) covenants and agrees to do, observe, perform, keep and be bound by every term, covenant, proviso, condition and agreement contained in the Smart Meter Agreement to be done, observed, performed and kept by the Customer as if the Corporation were an original party to the Smart Meter Agreement and as such had executed the Smart Meter Agreement.

## **3. REPRESENTATIONS AND WARRANTIES**

**3.1 Representations and Warranties of the Corporation.** The Corporation represents and warrants to Toronto Hydro as follows:

- (a) *Status.* The Corporation is a condominium corporation created and validly existing under the laws of Ontario.
- (b) *Power.* The Corporation has all necessary power and authority to enter into this Agreement and to assume the rights, obligations and liabilities of the Customer under the Smart Meter Agreement and to do all acts and things as are required hereunder or thereunder to be done, observed or performed by it in accordance with their terms.
- (c) *Authorization.* The Corporation has taken all necessary action to authorize the execution, delivery, observance and performance of this Agreement and the observance and performance of the Smart Meter Agreement in accordance with its terms.

**4. GENERAL**

**4.1 Amendments.** This Agreement may not be modified or amended except with the written consent of the parties hereto.

**4.2 Further Assurances.** The parties hereto agree that they will from time to time duly execute and deliver such instruments and take such further action as may be required to accomplish or give effect to the purposes of this Agreement.

**4.3 Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument.


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SIGNATURE PAGE FOLLOWS


**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the date first above written.


**WESTSIDE GALLERY LOFTS INC.**

By:   
Name: Alan Saskin  
Title: President

I have authority to bind the Corporation

**TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2249**

Per:   
Name: Tony Manocchio  
Title: Vice-President

Per:   
Name: David Mandell  
Title: Secretary

We have authority to bind the Corporation

May 15, 2001

Dear Unit Owner;

**RE: BY-LAW NO. 60-1998**

This is to advise you that the City of Toronto enacted and passed a By-Law No. 60-1998 "The Carbon Monoxide Detector By-Law" on March 6, 1998. The purpose of the By-Law is to prescribe maintenance and occupancy standards for dwelling units with respect to carbon monoxide detectors.

We have attached copy of the By-Law for your reference. You will ascertain from paragraphs 3 and 4 of the attached that the owner of any dwelling unit which contains a fuel burning appliance, is on the same floor level as a fuel burning appliance or is located on the first or second floor level above a fuel burning appliance, is now required by law to install a minimum of one carbon monoxide detector in that unit. Further, such detectors(s) must conform to the Underwriter's Laboratories Standard 2034 and, if electrically powered (rather than battery powered), must be approved by the Canadian Standards Association. Also, paragraph 7 states that any electrically powered detector must not be plugged into an outlet, which is controlled by a switch.

It is clearly the unit owner's responsibility to conform to the standards set out in this By-Law. Please take the necessary steps to ascertain the need of a detector in your unit and if needed contact our Management Office at (416) 293-5900.

Sincerely yours,  
SIMERRA PROPERTY MANAGEMENT INC.

Authority: Urban Environment and Development Committee Report No. 2(1)  
March 4, 5 and 6, 1998  
Intended for first presentation to Council: March 4, 1998  
Adopted by Council: March 6, 1998

**CITY OF TORONTO**

**BY-LAW No. 60-1998**

**To prescribe maintenance and occupancy standards for dwelling  
units with respect to carbon monoxide detectors.**

WHEREAS Council has authority under Section 31 of the Planning Act, R.S.O. 1990, c.P. 13, as amended, to pass this By-law;

Now therefore, the Council of the City of Toronto HEREBY ENACTS as follows:

1. Definitions

- (a) "Boarding or Lodging House" means a dwelling in which lodging with or without meals is supplied for gain, but shall not include a hotel, hospital, children's home, nursing home, home for the aged or other similar establishment;
- (b) "Carbon Monoxide Detector" means a combined carbon monoxide detector and audible alarm device that:
  - (i) is designed to sound an audible alarm upon detection of excessive concentrations of carbon monoxide, and
  - (ii) conforms to Underwriters' Laboratories Standard 2034 and, where electrically powered, is approved by the Canadian Standards Association;
- (c) "Dwelling Unit" means a building or part of a building, comprised of a room, series of rooms or suite operated under a single tenancy as a housekeeping unit, or intended to be used as a domicile by one or more persons and which may contain cooking, eating, living, sleeping and sanitary facilities, and including its respective appurtenant hallways;
- (d) "Fire Prevention Inspector" means a member of the Fire Prevention Division of the Fire Department of the City of Toronto, and includes the Fire Chief and any other member of the Fire department designated by the Fire Chief;
- (e) "Fuel burning appliances" such as, but not limited to furnaces, refrigerators, clothes fryers, water heaters, boilers, fireplaces, wood stoves, charcoal grills, gas ranges and space heaters, which are fired by flammable fuels such as, but not limited to natural gas, propane, heating oil, kerosene, coal, gasoline, wood and charcoal;

- (f) "Occupant" means any person or persons over the age of 18 years, or any firm or corporation, in possession of any dwelling unit; and
  - (g) "Owner" includes the person for the time being managing or receiving the rent of the land or premises in connection with which the word is used whether on the person's own account or as agent or trustee of any other person or who would so receive the rent if such land and premises were let, and shall also include a lessee or occupant of the property who, under the terms of a lease, is required to repair and maintain the property in accordance with the standards for the maintenance and occupancy of property who, under the terms of a lease, is required to repair and maintain the property in accordance with the standard for the maintenance and occupancy of property
2. For the purposes of this by-law, a Boaring or Lodging House shall be considered to be one dwelling unit.
3. Every owner of a dwelling unit shall repair and maintain the dwelling unit to conform with the standards for carbon monoxide detectors set out in this by-law.
4. A minimum of one (1) carbon monoxide detector shall be installed in each of the following dwelling units, in accordance with the provisions of this by-law:
- (a) each dwelling unit containing a fuel burning appliance;
  - (b) for a building containing multiple occupancies, each dwelling unit located on the same floor level as a fuel burning appliance, and
  - (c) for a building containing multiple occupancies, each dwelling unit located on the first and second floor levels of the building above a floor level containing a fuel burning appliance.
5. Every occupant of a dwelling unit shall ensure that each carbon monoxide detector installed in accordance with this by-law is maintained in good operation condition and in accordance with the manufacturer's instructions
6. Carbon monoxide detectors shall be installed in accordance with manufacturer's instructions and shall be equipped with an alarm that is audible within bedrooms when the intervening doors are closed.
7. Each electrically powered carbon monoxide detector shall:
- (a) be equipped with visual indications that it is in operating condition, and
  - (b) have NO switch between the carbon monoxide detector and the power distribution panel
8. The Fire Chief and Fire Prevention Inspectors acting under the Fire Chief's instructions are hereby appointed property standards officers for the purpose of administering and enforcing the provisions of the by-law

9. This By-law shall come into force on November 1, 1998.

10. The short title of this By-law is "The Carbon Monoxide Detector By-law\_

ENACTED AND PASSED this 6<sup>th</sup> day of March, A.D. 1998

CASE OOTES,  
Deputy Mayor

NOVINA WONG,  
City Clerk

(Corporation Seal)

**ASSUMPTION AND ASSIGNMENT AGREEMENT**

**THIS AGREEMENT** made the 16th day of July, 2012.

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

**Westside Gallery Lofts Inc.**, a corporation incorporated under the laws of Ontario ("**Customer**")

-and-

**Toronto Standard Condominium Corporation No. 2249** a corporation created under the laws of Ontario ("**Corporation**")

**WHEREAS** Urbancorp and AutoShare – Car Sharing Network Inc. ("**AutoShare**") entered into an agreement starting on April 1, 2012 (the "**AutoShare Agreement**") with respect to short-term car rental and related services to be provided to the building of the Corporation by AutoShare (the "**Services**").

**AND WHEREAS** Urbancorp entered into the AutoShare Agreement as an agent for and on behalf of the Customer with respect to the Services.

**AND WHEREAS** the Corporation has agreed to assume all of the rights and obligations of the Customer (and of Urbancorp with respect to the Services, if any) under the AutoShare Agreement effective as of the 16<sup>th</sup> day of July, 2012 (the "**Effective Date**").

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the premises and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto), the parties hereto covenant and agree as follows:

**1. INTERPRETATION**

**1.1 Definitions.** In this Agreement, unless something in the subject matter or context is inconsistent therewith, capitalized words not otherwise defined herein shall have the meaning ascribed thereto in the Energy Agreement.

**1.2 Severability.** In the event that any of the covenants herein shall be held unenforceable or declared invalid for any reason whatsoever, to the extent permitted by law, such unenforceability or invalidity shall not affect the enforceability or validity of the remaining provisions of this Agreement and such unenforceable or invalid portion shall be severable from the remainder of this Agreement.

**1.3 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Ontario and the laws of Canada applicable therein.

**1.4 Binding on Successors.** This Agreement and everything herein contained shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

**1.5 Urbancorp as Agent for Customer.** This Agreement shall be construed such that the rights and/or obligations of the "Customer" under the AutoShare Agreement shall include the rights and/or obligations of Urbancorp under the AutoShare Agreement with respect to the Services, if any, wherever reference is made in this Agreement to the rights and/or obligations of the "Customer" under the AutoShare Agreement.

## **2. ASSIGNMENT BY CUSTOMER AND ASSUMPTION BY THE CORPORATION**

**2.1 Assignment.** As at the date of this Agreement, the Customer hereby assigns to the Corporation all interest in and to the AutoShare Agreement including all rights, obligations and liabilities thereunder.

**2.2 Assumption.** As of the date of this Agreement, the Corporation hereby:

- (a) assumes all rights, obligations and liabilities of the Customer under the AutoShare Agreement;
- (b) covenants and agrees to pay all amounts owing by the Customer under the AutoShare Agreement, at the times and in the manner set forth in the AutoShare Agreement; and
- (c) covenants and agrees to do, observe, perform, keep and be bound by every term, covenant, proviso, condition and agreement contained in the AutoShare Agreement to be done, observed, performed and kept by the Customer as if the Corporation were an original party to the AutoShare Agreement and as such had executed the AutoShare Agreement.

## **3. REPRESENTATIONS AND WARRANTIES**

**3.1 Representations and Warranties of the Corporation.** The Corporation represents and warrants to AutoShare as follows:

- (a) *Status.* The Corporation is a condominium corporation created and validly existing under the laws of Ontario.
- (b) *Power.* The Corporation has all necessary power and authority to enter into this Agreement and to assume the rights, obligations and liabilities of the Customer under the AutoShare Agreement and to do all acts and things as are required hereunder or thereunder to be done, observed or performed by it in accordance with their terms.

- (c) *Authorization.* The Corporation has taken all necessary action to authorize the execution, delivery, observance and performance of this Agreement and the observance and performance of the AutoShare Agreement in accordance with its terms.

**4. GENERAL**

**4.1 Amendments.** This Agreement may not be modified or amended except with the written consent of the parties hereto.

**4.2 Further Assurances.** The parties hereto agree that they will from time to time duly execute and deliver such instruments and take such further action as may be required to accomplish or give effect to the purposes of this Agreement.

**4.3 Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument.


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*SIGNATURE PAGE FOLLOWS*


**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the date first above written.

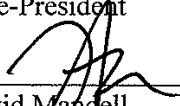
**WESTSIDE GALLERY LOFTS INC.**

By:   
Name: Alan Saskin  
Title: President

I have authority to bind the Corporation

**TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2249**

Per:   
Name: Tony Manocchio  
Title: Vice-President

Per:   
Name: David Mandell  
Title: Secretary

We have authority to bind the Corporation

## AutoShare

This is an agreement between AutoShare – Car Sharing Network Inc. and Urbancorp for the provision of AutoShare's service onsite at Westside Lofts & The Curve condos, at 150 Sudbury St. and 170 Sudbury St. in Toronto.

### AutoShare will:

- Provide all purchasers and/or residents of The Westside Lofts & The Curve condos with Free Membership (Insurance Approval fee still applies, \$29) in perpetuity.
- Station up to 4 vehicles onsite, available only to residents of these buildings and 48 Abell who also become members of AutoShare,
  - The program will start with 2 vehicles, and add 2 more upon mutual agreement, about July or August 2012
- Pay \$1/month for each reserved parking spot
- Maintain this location for at least 24 months
- Negotiate with the Condo Board after the term of this agreement to continue service from this location
- Handle all administration, insurance, marketing, signage etc.. for the program


### Urbancorp will:

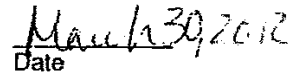
- Pay a one-time fee based on \$10 per unit (approx. \$5,575 + HST) to provide Free Membership to residents (a \$100 savings per person). Due on signing.
- Rent to AutoShare 4 reserved parking spaces for a term of 24 months
  - At a rate of \$1 per month per space
  - Allow for AutoShare to erect signage to indicate that the spots are reserved for AutoShare vehicles
- Guarantee revenue for each vehicle in service, up to a maximum of 4, for a period of 24 months each
  - In the event that each vehicle does not produce a minimum \$1,600 revenue each month, Urbancorp shall be invoiced for the difference between \$1,600 and the revenue generated by each vehicle.
  - The program will start with 2 vehicles, and add 2 more upon mutual agreement, about August 2012
- Arrange for 24/7 access to these parking spaces by AutoShare staff in case of emergency
- Provide support to allow AutoShare to communicate the program to residents (eg signage in lobby, welcome nights etc at AutoShare expense).

This agreement shall start April 1<sup>st</sup>, 2012 with 2 vehicles and run for a period of 24 months for each vehicle.

  
Kevin McLaughlin  
President, AutoShare  
26 Soho St. #203  
Toronto

  
Date

  
Urbancorp  
1100 King St. West  
Toronto

  
Date March 30, 2012

## AutoShare

This is an agreement between AutoShare – Car Sharing Network Inc. and Urbancorp for the provision of AutoShare's service onsite at Epic condos, at 48 Abell St. in Toronto.

**AutoShare will:**

- Provide all purchasers and/or residents of Epic condos with Free Membership (Insurance Approval fee still applies, \$29) in perpetuity.


**Urbancorp will:**

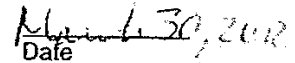
- Pay a one-time fee based on \$10 per unit (approx. \$4,800 + HST) to provide Free Membership to residents (a \$100 savings per person). Due on signing.

This agreement shall commence as soon as possible after 1<sup>st</sup> occupancy and when it is safe and practical to do so, approximately spring 2014.

  
Kevin McLaughlin  
President, AutoShare  
26 Soho St. #203  
Toronto

  
Date

  
Urbancorp  
1100 King St. West  
Toronto

  
Date

The standard unit for Residential Units shall include all the standard features provided in the schedule attached hereto, but shall not include floor coverings, or countertops in kitchens and bathrooms. Owners should ensure that these items are insured through their respective condominium homeowner policies.

7. Entry door with contemporary hardware and privacy viewer
8. In-suite rental heating and cooling system.
9. All interior free standing walls 7'-0" high
10. Exposed ducts for heating and cooling and all service connections, including pipes and conduits, exposed
11. All homes pre-wired for high speed cable internet and cable ready for HDTV
12. Individual electrical service panel.
13. Light fixtures at front entrance, walk-in closets and bathroom.

### **Kitchen**

1. Contemporary European design cabinetry in selection of wood and coloured finishes
2. Stainless steel sink with single lever faucet with integrated vegetable spray
3. Matching designer ceramic backsplash
4. Stone countertops in a selection of marbles and granites
5. Halogen track lighting
6. Brand name appliance package including
  - Stainless Steel finish 30" range with glass top – self cleaning
  - Stainless Steel finish 24" dishwasher
  - Titanium or S/S finish refrigerator 11.4 cu. Ft. counter depth
  - Stainless Steel finish built-in microwave with hood fan exhausted to exterior
  - Stacked washer & dryer

### **Bathroom**

1. Designer ceramic tile as per plan
2. Sink with contemporary European designed cabinetry
3. Designer mirror over sink with light
4. Soaker tub
5. Temperature controlled mixing valve to tub/shower
6. Ceiling exhaust fan vented to exterior

### **Electrical**

1. Living room and bedrooms pre-wired for cable T.V. & telephone, heat detector pre-wired to the fire annunciation panel
2. Individual suite smoke detector
3. Controlled split outlets in "Live" and "Sleep" areas, as per plan

SHARED FACILITIES AGREEMENT

THIS AGREEMENT MADE as of the 3rd day of September, 2010

BETWEEN:

TORONTO ARTSCAPE INC.

a corporation incorporated pursuant to the laws of the Province of Ontario, in its capacity as owner of the Artscape Lands and on behalf of the Artscape Condominium, once same is registered

(hereinafter referred to as the "Artscape")

- and -

WESTSIDE GALLERY LOFTS INC.

a corporation incorporated pursuant to the laws of the Province of Ontario, in its capacity as owner of the Westside Lands and on behalf of the Westside Condominium, once same is registered

(hereinafter referred to as the "Westside")

WHEREAS Artscape is the registered owner of the Artscape Lands (as that term is hereinafter defined);

AND WHEREAS Artscape is also the declarant under the *Condominium Act, 1998*, S.O. 1998, as amended (the "Act") of a proposed residential condominium to be created within and upon the Artscape Lands (the "Artscape Condominium");

AND WHEREAS Westside is the registered owner of the Westside Lands (as that term is hereinafter defined);

AND WHEREAS Westside is also the declarant under the Act of a proposed residential condominium to be created within and upon the Westside Lands (the "Westside Condominium");

AND WHEREAS Westside and Artscape have entered into this Agreement in order to provide for the mutual use, maintenance, cost-sharing and other matters relating to the Shared Facilities (as that term is hereinafter defined) as well as to regulate and govern the use and enjoyment of various easements over and/or benefiting all or various portions of the Total Site (as that term is hereinafter defined);

AND WHEREAS it is acknowledged and agreed that Westside and Artscape are entering into this Agreement for and on behalf of the Westside Condominium and the Artscape Condominium, respectively, and on the express understanding that as and when such condominiums are registered they shall assume all covenants and obligations of Westside and Artscape relating thereto as set forth herein, and correspondingly Westside and Artscape shall thereupon be automatically released, relieved and forever discharged from said obligations and/or liabilities;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration and the sum of TEN (\$10.00) DOLLARS of lawful money of Canada now paid by each of the parties hereto to the other (the receipt and sufficiency of which is hereby expressly acknowledged), the parties hereto hereby covenant and agree, to and with each other, as follows:

ARTICLE 1.00 - RECITALS

1.01 The parties hereto hereby confirm the veracity of the foregoing recitals, and agree with same, both in substance and in fact.

ARTICLE 2.00 - DEFINITIONS

2.01 General Terms

The terms "common elements", "units", "common expenses", "common interest", "board of directors", "description", "by-laws" and "rules" shall have the same meanings as are ascribed to such terms pursuant to the Act (as hereinafter defined), and their use herein shall have specific reference to the Two Condominium Corporations.

2.02 Specific Terms

- (b) the "Act" shall mean the *Condominium Act, 1998*, S.O. 1998, as amended, together with any successor legislation intended to replace or supersede same;
- (c) "Agreement" shall mean the within agreement and all written amendments hereto and all schedules referred to herein;
- (d) the "Artscape Condominium" shall mean the condominium to be created upon those lands and premises legally described as being Part of Ordnance Reserve, according to a plan registered in the Registry Division of the Toronto Registry Office as Plan of Ordnance Reserve, designated as Parts 1 to 5, inclusive and 7 to 20, inclusive on the Reference Plan (which lands are hereinafter referred to as the "Artscape Lands");
- (e) the "Benefiting Owners" shall mean those owners of the dominant tenement with respect to the Easements (as that term is hereinafter defined) that are entitled to the benefit of same, provided, however, that for the purposes of giving and receiving notice(s), procuring consents and for the purposes of carrying out any Work (as that term is hereinafter defined) or repairing and/or restoring any damage or alterations, all as contemplated in Article 7.00 hereof, "Benefiting Owners" shall mean the Condominium Corporation(s) (for and on behalf of the unit owners therein) created over all or any portion of the aforesaid dominant tenement;
- (f) the "Buildings" shall mean the buildings, structures and other improvements constructed on the Total Site;
- (g) "Condominium Corporation" shall mean the Two Condominium Corporations, individually;
- (h) the "Declarant" shall mean Westside Gallery Lofts Inc. and its successors and assigns;
- (i) the "Declarant's Construction Easement" shall mean the specific Easements (as hereinafter defined) in favour of the Declarant for access over, under or through various portions of the Total Site (including the Shared Facilities) to permit the construction and development of the Artscape Condominium and the Westside Condominium;
- (j) the "Declarations" shall mean the declarations of the Two Condominium Corporations (as hereinafter defined) whether same have been registered as of the date of this Agreement or are registered at any time thereafter and the term "Declaration" shall mean

the specific declaration of the particular condominium (comprising one of the Two Condominium Corporations) dictated by the context in which said term is used;

- (k) the "Easements" shall mean, collectively, the easements, rights, and rights in the nature of easements over, under or through the Shared Facilities or the Total Site or portions thereof, whether same have been registered on title to the Artscape Lands or the Westside Lands as of the date of this Agreement or are registered at anytime thereafter, including easements, rights and rights in the nature of easements described in Schedule "A" of the respective Declarations of the Two Condominiums, including without limitation, the Declarant's Construction Easement, the Servicing and Maintenance and Repair Easements, the Support Easements, and the Vehicular and Pedestrian Access Easements (as those latter easements are hereinafter defined) and shall also include the Relocated Easements (as that term is hereinafter defined), the Omitted Easements (as described in paragraph 6.09 hereof) and any other easements, rights and rights in the nature of an easement hereafter created between any one or both of the Two Condominium Corporations and/or the owners of the lands intended to comprise same, and relating to the Shared Facilities, and the term "Easement" shall mean any particular portion of the Easements as dictated by the context in which said term is used;
- (l) the "Easement Areas" shall mean collectively those portions of the Total Site which are subject to the Easements, and shall also include any Relocated Easement Areas (as described in paragraph 6.08 hereof) and the term "Easement Area" shall mean any particular portion of the Easement Areas as dictated by the context in which said term is used;
- (m) "Emergency" shall mean any circumstance(s) or event(s) involving danger to, or the safety of, persons, danger of property damage or loss and/or the suspension of any utility or services to any one or both of the Two Condominium Corporations whether actually occurring or imminent;
- (n) the "Governing Documents" shall mean the Declarations and this Agreement, collectively;
- (o) the "Governmental Authorities" shall mean the City of Toronto, and all other governmental authorities or agencies having jurisdiction over the Total Site;
- (p) "Owner" shall mean, with respect to the Artscape Lands, the Artscape Condominium, including their respective successors in title, and until such time as a condominium is registered on the Artscape Lands, the Owner of such lands shall be Artscape; and with respect to the Westside Lands, the Westside Condominium including their respective successors in title, and until such time as a condominium is registered on the Westside Lands, the Owner of such lands shall be the Declarant;
- (q) the "Proportionate Interest" shall mean the respective ownership interest of each of the Two Condominium Corporations in the Shared Units;
- (r) the "Proportionate Share" shall mean the respective share of the Shared Facilities Costs to be borne by each of the Two Condominium Corporations as determined in Article 3.00 hereof;
- (s) the "Reference Plan" shall mean Plan 66R-25068;
- (t) the "Refuse and Recycling Room" shall mean the refuse and recycling room, including the chutes designated as Parts 10, 14, 17 and 18 on the Reference Plan, as well as the chutes appurtenant to the refuse and recycling room on Level A of the Westside Condominium, and other equipment appurtenant thereto, located in the Buildings, which shall be shared and used on behalf of the Two Condominium Corporations for the collection and storage of refuse and recycling, and which shall be designated either as a unit in the Westside Condominium (the "Refuse and Recycling Room Unit") and/or as parts on a Reference Plan or otherwise designated in a Declaration or on the description of the Westside Condominium;
- (u) the "Service Units" shall mean those units in the Westside Condominium which shall ultimately be shared and used by or on behalf of the Two Condominium Corporations for the maintenance and operation of all mechanical, electrical, utility, site servicing and/or ancillary system(s), serving both of the Two Condominium Corporations, including, without limitation, the Shared Facilities, in accordance with the Declarations and this Agreement, together with all other mechanical and/or electrical rooms hereafter situate in

the Westside Condominium housing or enclosing any mechanical or electrical fixtures or equipment (and any appurtenances thereto) utilized in connection with the operation and/or maintenance of any or all of the Shared Facilities;

- (v) the "Servicing and Maintenance and Repair Easements" shall mean the Easements providing for the installation, maintenance, operation, alteration, repair, replacement, inspection and monitoring of various utility services in, on, over, along, upon, across and through the Easement Areas;
- (w) the "Servient Owners" shall mean those owners of the servient tenement(s) in respect of the Easements who are subject to the burden of same, provided, however, that for the purposes of giving and receiving notice(s), and for the purposes of carrying out any Work or repairing and/or restoring any damage or alterations, all as contemplated in Article 7.00 hereof, the term "Servient Owners" shall mean the Condominium Corporations (for and on behalf of the unit owners thereof) created over all or any portion of the aforesaid servient tenement(s);
- (x) the "Shared Facilities" shall mean the Shared Units, the Shared Servicing Systems, the Stairwells, the Type G Loading Space, the Refuse and Recycling Room and the Visitor Parking Space;
- (y) the "Shared Facilities Budget" shall mean the budget outlining the projected Shared Facilities Costs for the 12 month period immediately following the preparation and submission of same to the Two Condominium Corporations, which is prepared in accordance with the terms and provisions of this Agreement;
- (z) the "Shared Facilities Committee" shall mean the committee formed in accordance with the provisions of Article 9.00 of this Agreement that will manage, control and/or operate the Shared Facilities;
- (aa) the "Shared Facilities Costs" shall mean the aggregate of all costs and expenses incurred in connection with the maintenance, repair and operation of the Shared Facilities, including without limitation, the provision of the Shared Services, the cost of maintaining and repairing all electrical and mechanical equipment, fixtures and installations comprising same or appurtenant thereto, together with the amount of any municipal, provincial or federal taxes and/or common expense assessments attributable to the Shared Facilities (or any portion thereof);
- (bb) the "Shared Facilities Manager" shall have the meaning set out in Article 9.00;
- (cc) the "Shared Services" shall mean the services described in Article 5.00;
- (dd) the "Shared Servicing Systems" shall mean the physical components of the mechanical and/or electrical servicing systems shared by the Two Condominium Corporations, including, without limitation, the Service Units, the Type G Loading Space, the fire protection, security and life safety systems, the storm and sanitary sewer systems, electrical and emergency lighting systems, heating, ventilation and air conditioning system, fresh and exhaust air ventilation systems together with any other similar servicing systems, including all pertinent portions of the gas, water and hydro services that may, from time to time, service both of the Two Condominium Corporations (whether presently existing or installed subsequent to the date of registration of this declaration), provided, however, that the term "Shared Servicing Systems" shall exclude any servicing system(s) which serve and benefit only one of the Two Condominium Corporations exclusively and the term "Shared Servicing System" shall mean the particular "Shared Servicing System" dictated by the context in which said term is used;
- (ee) "Shared Units" shall mean the Service Units, the ownership of which shall be ultimately conveyed by the Declarant to the Two Condominium Corporations as tenants-in-common;
- (ff) the "Stairwells" shall mean the stairwells constructed within Parts 12, 13, 15, 20 and 47 on the Reference Plan;
- (gg) the "Support Easements" shall mean the Easement(s) providing for a right of support in respect of, from and by any Support Structure (as hereinafter defined);
- (hh) the "Support Structure" shall mean those portions of the structural members, columns, footings, structural walls, ceiling slabs, floor slabs, and any other component of any building, structure, improvement, and/or soil now or hereafter comprising part of the

Total Project (as hereinafter defined), upon which any other part of the Total Project requires or relies upon for the purposes of support;

- (ii) the "Total Project" shall mean all of the buildings, structures, improvements and installations intended to be constructed upon the Total Site and contained (or to be contained) within the descriptions for the Two Condominium Corporations;
- (jj) the "Total Site" shall mean the Artscape Lands and the Westside Lands, collectively;
- (kk) the "Transfer Date" shall mean the earlier of:
  - (i) the date upon which the last of the Two Condominium Corporations has been registered as a separate condominium pursuant to the provisions of the Act and all residential units and commercial units therein have been sold and conveyed; and
  - (ii) such earlier date as the Declarant may determine in its sole and unfettered discretion;
- (li) the "Turnover Date" shall have the meaning set out in Article 9.00;
- (mm) the "Two Condominium Corporations" shall mean the Artscape Condominium and the Westside Condominium, collectively;
- (nn) the "Type G Loading Space" shall mean the Type G Loading Space constructed on the lands designated as Parts 22, 23 and 24 on the Reference Plan;
- (oo) the "Vehicular and Pedestrian Access Easements" shall mean Easement(s) providing for the vehicular and pedestrian access, ingress and egress to and from various portions of the Total Site;
- (pp) the "Visitor Parking Space" shall mean a Visitor Parking Unit, as such term is defined in the Declaration of the Westside Condominium, located in the first level of the underground garage constructed on the Westside Lands, which shall be shared and used on behalf of the Two Condominium Corporations for visitor parking, and which shall be designated either as a unit in the Westside Condominium (the "Visitor Parking Unit") and/or as parts on a Reference Plan or otherwise designated in a Declaration or on the description of the Westside Condominium;
- (qq) the "Westside Condominium" shall mean the condominium to be created upon those lands and premises legally described as being Part of Ordinance Reserve, according to a plan registered in the Registry Division of the Toronto Registry Office as Plan of Ordinance Reserve, designated as Parts 6, 21 to 24 inclusive, 27, 30, 32, 33, 36 to 39 inclusive, 41, 43 to 52 inclusive and 54 to 56 inclusive, on the Reference Plan (which lands are hereinafter referred to as the "Westside Lands");

**ARTICLE 3.00 - RESPONSIBILITY FOR PAYING THE SHARED FACILITIES COSTS**

3.01 It is understood and agreed that the Shared Facilities Costs shall be allocated and paid on the basis that the Proportionate Share of each of the Two Condominium Corporations from time to time shall be the proportion of the total number of residential units and live/work units that each condominium plan bears to the total number of residential units and live/work units in the registered condominium plans within the Total Project at that time.

For greater certainty, it is understood and agreed that as of the date of this Agreement, it is anticipated that the gross floor area of Artscape Condominium shall be 56,000 sq/ft, and the gross floor area of the Westside Condominium shall be 272,927 sq/ft. As a result, the Proportionate Share allocated to each Condominium Corporation is as follows:

Artscape Condominium	17%
Westside Condominium	83%

In the event that the gross floor area in either of the Two Condominium Corporations increases or decreases in the future, then there shall be a corresponding adjustment in each Condominium Corporation's Proportionate Share.

- 3.02 The cost of any services necessitated by the willful or negligent act or omission of any party hereto or of any of its occupants, employees, agents, contractors, licensees or invitees shall be paid by that party and not included in the Shared Facilities Costs that are allocated and paid by the parties hereto in the manner set forth in paragraph 3.01 hereof.

#### ARTICLE 4.00 - OWNERSHIP OF THE SHARED UNITS

- 4.01 (a) Ownership of the Shared Units shall ultimately be shared by the Two Condominium Corporations as tenants-in-common. Each of the condominiums comprising the Two Condominium Corporations shall receive an undivided proportionate tenancy-in-common interest in the Shared Units equivalent to their respective Proportionate Share.
- (b) The actual transfer of ownership of the Shared Units by the Declarant to the Two Condominium Corporations, as tenants-in-common in accordance with their respective Proportionate Interest shall occur no later than 60 days after the Transfer Date.
- (c) Once ownership of the Shared Units has been transferred by the Declarant to any one or both of the Two Condominium Corporations as aforesaid, any further sale, transfer, mortgage, charge, encumbrance or other conveyance of registered and/or beneficial title to same shall require [in addition to any other approvals required pursuant to the provisions of the Act and/or the Declaration(s)] the prior written consent of the other co-tenants of the Shared Units, together with the prior approval of two-thirds of the unit owners in the Condominium Corporation(s) purporting to sell, transfer, mortgage, charge or encumber its ownership interest therein (with such unit owner(s) approval being procured from owners who are present, in person or by proxy, at a meeting duly called for the purpose of obtaining such approval).
- (d) Any instrument or other document purporting to sell, transfer, convey, mortgage, charge or encumber the ownership interest(s) of either of the Two Condominium Corporations in the Shared Units, in contravention of the foregoing provisions, shall be null and void and of no force and effect.

#### ARTICLE 5.00 - THE SHARED FACILITIES AND SHARED SERVICES

##### 5.01 General Use of the Shared Facilities

- (a) Subject to the Act, the use of the Shared Facilities by the Two Condominium Corporations and by the owners, residents and tenants (as well as the invitees, of said owners, residents and tenants) of units therein shall, at all times, be subject to and in accordance with the applicable provisions of the Governing Documents.
- (b) Notwithstanding that the transfer of ownership of the Shared Units to either of the Two Condominium Corporations (as tenants-in-common, in accordance with their Proportionate Interest) may not yet have occurred, each of the Two Condominium Corporations and the owners, residents and tenants (as well as the invitees of the said owners, residents and tenants) shall be entitled to use the Shared Units in accordance with their intended purposes as set out in the Declarations and this Agreement, provided, however, that said use shall be subject to restrictions and/or limitations contained therein and herein.
- (c) The Declarant (and its affiliates and subsidiaries) shall be entitled to the use of the Easement Areas and the Shared Units for the purposes of implementing its construction, customer service, marketing and sales program with respect to any units in the Westside Condominium and any other project being marketed from locations within the Westside Lands and shall be entitled to erect and maintain signs for marketing/sale purposes upon any portion of same until such time as all the units in the Westside Condominium or in any other project being marketed from locations within the Westside Condominium have been sold, conveyed and transferred to each of the respective unit purchasers thereof.

##### 5.02 Use of the Service Units

The Service Units shall only be used in accordance with their intended purposes as set out in the Declarations and this Agreement, which may include a refuse and recycling room, mechanical room, an electrical room, a transformer vault and an emergency generator room. Access to the Service Units shall be restricted to the Shared Facilities Manager, authorized agents, servants,

employees and tradesmen or members of the board or any officers of the Two Condominium Corporations or the Shared Facilities Committee.

5.03 The Shared Services

- (a) The Shared Services shall include those services undertaken and provided with respect to the operation, maintenance and repair of the Shared Facilities. Notwithstanding, and without limiting the generality of the foregoing, the Shared Services shall include the following:
- (i) maintenance and repair, including renovation or reconstruction as necessary, of the Shared Facilities to ensure that same are and will operate in accordance with Acceptable Standards;
  - (ii) preparation and setting of annual budgets with respect to all Shared Services and Shared Facilities and all matters related thereto;
  - (iii) obtaining of any professional services, consultants, opinions, reports and advice with respect to the Shared Facilities;
  - (iv) all services relating to contract cleaning in respect of the Shared Facilities;
  - (v) all services related to refuse and recycling, including removal;
  - (vi) all services relating snow and ice removal, and landscaping in respect of the Shared Facilities;
  - (vii) all services relating to window washing; and
  - (viii) administration expenses in respect of the Shared Facilities.
- (b) It is understood and agreed by the parties to this Agreement that the utility meters monitoring utility consumption in respect of the Two Condominiums are located within the Westside Condominium. Without limiting the generality of the foregoing, such meters include gas, hydro and water meters. The Westside Condominium will receive billing statements from the local utilities for the utility supply charges in respect of both of the Two Condominiums and will accordingly, as between the local utility authorities and the Westside Condominium, be responsible to the respective utility authorities for payment in full of the bulk utility bills so received. It is understood and agreed that the Artscape Condominium shall forthwith, upon presentation by the Westside Condominium of a bulk utility bill issued by the applicable utility authority, pay its Proportionate Share thereof to the Westside Condominium.
- (c) All Shared Services shall be provided expeditiously in a good and workmanlike manner without unnecessary interference with the normal use of the Total Site and/or the Buildings thereby affected or with the benefit of the Basements appurtenant thereto, and, where performed by contract with others, the contract price shall be competitive, except in an emergency in which time did not permit competitive selection.
- (d) The Owner of the respective component of the Total Site upon which Shared Facilities are located shall promptly notify the Owner of the other component of the Total Site of any maintenance, repair or other attention required of which it becomes aware.

ARTICLE 6.00 - THE EASEMENTS

6.01 Confirmation of Easements

The parties hereto hereby acknowledge and agree that the Easements, created or reserved pursuant to the provisions of Section 40(1) of the *Land Titles Act*, R.S.O. 1990, as amended, or otherwise referred to in any of the Declarations, whether currently in existence or to be created subsequent to the date of this Agreement, are hereby expressly confirmed, ratified and agreed to. The parties hereto hereby further acknowledge and agree that the Servicing and Maintenance and Repair Basements described below shall be deemed to be created pursuant to the provisions of Section 12(1)4 of the Act, and are hereby expressly confirmed, ratified and agreed to, namely:

(a) Servicing, Maintenance and Repair Easements

An easement, right of way and right in the nature of an easement over, along, upon, across and through the common element areas of each of the Two Condominium Corporations in favour of the other of the Two Condominium Corporations that requires same for the following purposes:

- (i) installing, maintaining, operating, altering, repairing, replacing, inspecting and monitoring such lines, pipes, wires, conduits, cables, watermains, valves and/or meters (including the supply and receipt of services and the discharge of storm and sanitary sewer, effluents and drainage through same), whether currently existing or installed subsequent to the grant of this easement (and whether same comprise a part of the Shared Servicing Systems or service only one of the Two Condominiums only), or as from time to time may be required or convenient to provide gas, Bell telephone and telecommunication, cable television, water, hydro, irrigation and storm and sanitary sewer service(s) to either of the Two Condominium Corporations and the unit owners, tenants, residents and permitted occupants therein; and
- (ii) providing pedestrian and vehicular access and egress to the service personnel of the Two Condominium Corporations and service vehicles, together with any equipment, materials and/or machinery required to maintain, repair, replace and/or inspect any part of the buildings, installations, structures, improvements and/or services located upon lands of one of the Two Condominium Corporations, but servicing and benefiting the other of the Two Condominium Corporations;

including, without limitation, the right to penetrate, cross, drill through, bore into or travel through any floor slab, ceiling slab, concrete, block or masonry walls, drywall enclosures, or similar installations located thereon for any of the foregoing purposes, provided that such right shall not impair or diminish the load-bearing capacity or structural integrity of same or any support that same are providing to any portion of the buildings, structures, installations or improvements located from time to time on the lands of the Servient Owner, nor unreasonably interfere with the use and enjoyment of the lands of the Servient Owner by the owners of same.

6.02 Invalidity of Easements

Without limiting the generality of the foregoing, and to the extent that any of the Easements shall be finally interpreted or adjudged (by a court of competent jurisdiction) as failing to, or incapable of, creating a right or interest in land, any such Easement so adjudged or interpreted shall be deemed to constitute a licence in favour of those parties and for those specific purposes, as set out herein and the parties hereto shall execute any and all documentation that may be required in order to give further effect to this provision. Furthermore, if any of the Easements are not validly created until the registration of the Westside Condominium, such Easement shall be deemed to constitute a licence in favour of those parties and for those specific purposes, as set out herein, until the registration of the Westside Condominium.

6.03 General Use of Easements

- (a) The use and enjoyment of the Easements by the Benefiting Owners, shall be subject to the overriding provisions and/or restrictions set forth in the Declarations and this Agreement.
- (b) Subject to the provisions set out in sections 6.05, 6.06 and 6.07 of this Agreement with respect to the use of specific Easements:
  - (i) the Benefiting Owners, in exercising their rights under the Easements, shall act (and cause any other persons using the Easements to act) in a prudent and reasonable manner and in accordance with all applicable laws so as to minimize (insofar as is reasonably possible) the interference and inconvenience occasioned thereby to the owner(s) of the Easement Areas;
  - (ii) each of the Two Condominium Corporations shall have the right to partially obstruct (on a temporary basis only) an Easement Area (or alternatively, temporarily suspend the benefit of the Easement relating thereto) within its respective lands, in order to maintain and/or repair any buildings, installations, structures and/or services that said corporation has a duty to maintain and repair

under the Act, upon ten (10) days prior written notice of such partial obstruction or temporary suspension (as the case may be), being given to the Benefiting Owners, provided however, that in the event said maintenance and repair work involves any part of the Shared Facilities, such maintenance and repair work shall only be carried out in accordance with and pursuant to the provisions of Article 7.00 hereof;

- (iii) subject to sections 6.05, 6.06 and 6.07 hereof, there shall be no partial obstruction of an Easement Area (or temporary suspension of the Easements relating thereto) for any purpose other than those specifically set out in this section 6.03, without the consent of the Benefiting Owners, unless alternate arrangements with respect to the use and enjoyment of an Easement Area, satisfactory to the Benefiting Owners, acting reasonably, are implemented.
- (c) Notwithstanding any provisions contained herein to the contrary, the Shared Facilities Committee shall be entitled to partially obstruct (on a temporary basis) an Easement Area and/or temporarily suspend an Easement if the suspension and/or obstruction is necessary or convenient for the purposes of inspecting, maintaining and/or repairing all or any portion of the Shared Facilities provided, however, that five (5) days prior written notice of the temporary suspension or partial obstruction shall be given to the Benefiting Owners.
- (d) The temporary suspension of an Easement and/or the partial obstruction of an Easement Area shall be carried out in a reasonable and/or prudent manner so as to minimize the interference or inconvenience occasioned thereby to the Benefiting Owners.

6.04 Intentionally Deleted.

6.05 Use of Servicing and Maintenance and Repair Easements

- (a) Subject to section 6.03(c) hereof, there shall be no obstruction or suspension (partial, temporary or otherwise) of the Servicing and Maintenance and Repair Easements if same would result in the interruption of utilities and/or services to any one or more of the Benefiting Owners for a period of more than three (3) hours without the consent of the Benefiting Owners.
- (b) Except in the case of an emergency, no entry pursuant to the Servicing and Maintenance and Repair Easement shall be made unless and until forty-eight (48) hours prior written notice of the intention to enter is given to the Servient Owners, which notice shall specify the intended time of commencement and completion of the Work intended to be carried out.
- (c) Any work to be conducted pursuant to the Servicing and Maintenance and Repair Easements shall be carried out in accordance with the provisions of Article 7.00 hereof.

6.06 Use of Declarant's Construction Easement

- (a) The benefit of the Declarant's Construction Easement shall not be partially obstructed or temporarily suspended without the Declarant's prior written consent thereto.
- (b) In the event that any buildings, soil, structures or other improvements are damaged, destroyed or materially altered by the Declarant or by its workmen, agents, representatives and/or retained contractors or consultants or by anyone else for whom the Declarant is in law liable or responsible in the course of the exercise of the Declarant's Construction Easement, the Declarant shall be responsible for repairing and restoring same to substantially the same condition as existed prior to such damage, destruction or material alteration.

6.07 Use of Support Easements

There shall be no partial obstruction (on a temporary basis) of a Support Structure or temporary suspension of the Support Easements, unless and until sufficient alternate measures providing for the support of any buildings, installations, structures, improvements and appurtenances of the Benefiting Owners have been implemented to the satisfaction of the Benefiting Owners, acting reasonably.

6.08 Relocation of Easements

- (a) The Declarant shall have the unilateral right to relocate any of the Easement Areas within the Westside Lands (which relocated easements areas shall be hereinafter referred to as the "Relocated Easement Areas"), as well as amend the Easements relating thereto so that same reflect the Relocated Easement Areas (which amended Easements shall be hereinafter referred to as the "Relocated Easements"), in order to re-align the Easement Areas with the as-built location of any building, structure, facility and/or improvements intended to be used pursuant to the Easement or to rectify any encroachment of a building, structure, facility and/or improvement that was not intended to be part of the Easement Area, provided, however, that:
- (i) any relocation of an Easement Area and/or amendment of an Easement does not diminish the benefit of the Easement to such an extent that it would no longer be adequate for the purposes intended;
  - (ii) the Declarant at its sole, shall prepare a reference plan delineating the Relocated Easement Areas; and
  - (iii) the Declarant shall be responsible, at its sole cost, for procuring any and all consents from the Governmental Authorities required in connection with the relocation of the Easements, on the understanding that all necessary parties hereto shall co-operate with the Declarant in satisfying any conditions imposed with respect thereto.
- (b) The parties hereto shall use their best efforts to procure any such releases and reconveyances as may be required from time to time in order to evidence and confirm the Relocated Easements and/or Relocated Easement Areas, as hereinbefore contemplated, and shall execute any and all documentation and do and suffer any act necessary to give effect to same, and there shall be no additional consideration payable by the parties with respect to the aforesaid release and reconveyance of the relevant Easements, and the transfer, grant and conveyance of the Relocated Easements, provided that the preparation and registration of all of the aforesaid documentation shall be performed by the Declarant, all at its sole cost and expense.

6.09 Omitted Easements

In the event that a party hereto (in this paragraph, the "Dominant Owner") at any time and from time to time shall deliver written notice to any other party hereto (in this paragraph, the "Servient Owner") that any easement, right and right in the nature of an easement in, on, over, across, through, above, under, or otherwise pertaining to such Servient Owner's Lands as servient tenement, in favour of the Dominant Owner's lands which is, in the Dominant Owner's opinion, acting reasonably, required for the proper and efficient functioning of the Dominant Owner's project, has not been created for any reason, then the Servient Owner shall grant, transfer and convey such easement, right, and right in the nature of an easement in accordance with the following provisions of this paragraph and shall co-operate with the Dominant Owner in satisfying any conditions imposed to obtain all necessary consents with respect thereto. The Dominant Owner shall deliver to the Servient Owner with its request for any such an easement a draft reference plan prepared by an Ontario Land Surveyor engaged at the sole cost and expense of the Dominant Owner, depicting thereon those portions of the Servient Owner's Lands which are intended to be made, subject to the said easement, together with written reasons explaining why such easement is required. In the event that the Servient Owner shall dispute the requirement for such an easement, such dispute shall be resolved pursuant to the arbitration provisions contained in this Agreement based on the criteria for such an easement set forth above in this paragraph. Provided that the Dominant Owner obtains the necessary consent(s) (if required by operation of law) of the Committee of Adjustment, thirty (30) days following the later of the date upon which such consent(s) becomes final, binding and incapable of further appeal the Servient Owner shall grant, transfer and convey the said easement to the Dominant Owner. The form of any transfers of easement required to give effect to the aforesaid grant, transfer and conveyance of the said easement shall be mutually agreed upon by the parties, failing which the form of such transfer of easement shall be decided pursuant to arbitration as provided for by this Agreement. There shall be no additional consideration payable by the parties with respect to the transfer, grant and conveyance of the said easement, provided that the preparation and registration of all of the aforesaid documentation shall be performed by the Dominant Owner all at its sole cost and expense. The obligation to grant, transfer and convey any easement pursuant to this paragraph shall be stayed pending the decision of the arbitration panel with respect to any arbitration initiated pursuant to this paragraph.

ARTICLE 7.00 - MAINTENANCE AND REPAIR WORK

- 7.01 The inspection, maintenance, repair and/or replacement of any buildings, installations, structures, improvements and/or services pursuant to the Servicing and Maintenance and Repair Easements or otherwise including any repair after damage (hereinafter collectively referred to as the "Work") shall be carried out in accordance with the following conditions, provisions and restrictions:
- (i) any Work relating to the Shared Facilities (hereinafter referred to as the "Shared Work") undertaken (or required to be undertaken) prior to the creation of the Shared Facilities Committee, shall be carried out and completed under the direction and control of the Declarant, while any Shared Work undertaken (or required to be undertaken) after the creation of the Shared Facilities Committee shall be the sole responsibility of the Shared Facilities Committee and be carried out and completed under the direction and control of the Shared Facilities Committee, and in either case, the cost of undertaking and completing the Shared Work shall comprise part of the Shared Facilities Costs; and
  - (ii) any Work that does not relate to the Shared Facilities (the "Exclusive Work") shall be the responsibility of and carried out under the direction and control of the Benefiting Owners, all at their sole cost and expense.
- 7.02 The Shared Work shall be carried out as soon as reasonably possible, having due regard, to weather conditions and the availability of labour, materials and equipment.
- 7.03 In the event any buildings, soil or structures or other improvements situate within the applicable property (ie. the Artscape Lands and/or the Westside Lands) encompassing the Easement Areas are physically altered or damaged in the course of carrying out the Work, then such alteration or damage shall be forthwith restored and/or repaired (as the case may be) to substantially the same condition as existed prior to such physical alteration or damage having occurred or arisen by:
- (i) the Shared Facilities Committee, if said damage and/or alteration arose pursuant to any Shared Work; or alternatively
  - (ii) the Benefiting Owners, if said damage and/or alteration arose pursuant to any Exclusive Work, or pursuant to any Shared Work carried out by the Benefiting Owners pursuant to Article 8.00 of this Agreement.

ARTICLE 8.00 - SELF-HELP REMEDIES

- 8.01 Notwithstanding anything hereinafter provided to the contrary, it is expressly understood and agreed that in the event that:
- (i) the Shared Facilities Committee has failed to implement, carry out and/or complete any Shared Work that any one or more of the Two Condominium Corporations would otherwise have a duty to implement, carry out and/or complete under the Act, the Declarations or the by-laws of the Two Condominium Corporations; or
  - (ii) any of the Responsible Parties (as hereinafter defined) or the Shared Facilities Committee (as the case may be) fails to obtain and maintain the Shared Facilities Insurance (as that term is hereinafter defined) it is obliged to obtain and maintain pursuant to Article 11.00 hereof;
- (for the purposes of this section the party failing to carry out the Shared Work, obtain and maintain the Shared Facilities Insurance and/or enter into its Shared Trust Agreement, as the case may be, shall be hereinafter referred to as a "Defaulting Party" and the party intending to carry out the Shared Work, obtain and maintain the Shared Facilities Insurance and/or enter into the Shared Trust Agreement, as the case may be, for and on behalf of the Defaulting Party shall be hereinafter referred to as the "Non-Defaulting Party") then provided:
- (i) written notice has been delivered to the Defaulting Party; and
  - (ii) the default set out in the aforesaid written notice has not been rectified within fourteen (14) days of the Defaulting Party's receipt of said notice;
- the Non-Defaulting Party shall be entitled to carry out the Shared Work (provided however that the provisions of Section 7.02 and 7.03 hereof shall apply *mutatis mutandis* to said Shared Work) and/or obtain and maintain the Shared Facilities Insurance for and on behalf of the Defaulting Party and the cost incurred by the Non-Defaulting Party in connection with any of the foregoing

provisions shall, for all purposes, constitute Shared Facilities Costs to be shared and paid for in accordance with the provisions of Article 3.00 hereof.

- 8.02 For the purposes of this Article 3.00, the commencement of any Shared Work by the Shared Facilities Committee shall be evidenced by either its institution of a tendering process in respect of the Shared Work or by the actual implementation or utilization of physical labour and/or materials with respect thereto.
- 8.03 Notwithstanding anything hereinbefore provided to the contrary, each of the Two Condominium Corporations shall be entitled to carry out the Shared Work without notice in the case of an Emergency, provided however that each of the Two Condominium Corporations shall make reasonable efforts to give prior notice of the nature of the emergency and of the nature and scope of the Shared Work necessary in light of the emergency to the Shared Facilities Committee.
- 8.04 The parties hereto hereby covenant and agree that the amount of any costs incurred by a Non-Defaulting Party in connection with any of the foregoing matters shall not be challenged by any of the other parties hereto or the Shared Facilities Committee, unless said amount(s) is clearly demonstrated to be substantially in excess of the reasonable costs and/or expenses that would have otherwise been incurred by the Defaulting Party.

#### ARTICLE 9.00 - THE SHARED FACILITIES MANAGER AND COMMITTEE

##### 9.01 Shared Facilities Manager

- (a) The Shared Facilities shall be managed by the Declarant, or its agents until 120 days following the Transfer Date or such earlier date as the Declarant may determine, and thereafter the Shared Facilities shall, at the direction of the Shared Facilities Committee, be administered and overseen by an individual or corporate Shared Facilities Manager, as such term is defined in 9.01(b).
- (b) The Shared Facilities Manager shall be the property manager of the Westside Condominium from time to time.
- (c) No later than the 60<sup>th</sup> day before the end of the current fiscal year, the Shared Facilities Manager shall submit to the Shared Facilities Committee for approval, a budget for the Shared Facilities containing the Shared Facilities Manager's estimate of the cost of the Shared Services for the period expiring at the end of the next fiscal year. The fiscal year shall coincide with fiscal year of the Westside Condominium.
- (d) Each yearly budget shall include the amount of each expense, the particulars of the type, frequency and level of the services to be provided and a projected breakdown of Shared Facilities Costs on a monthly basis, and the fee to be paid to the Shared Facilities Manager in connection with the services to be performed by the Shared Facilities Manager for the period covered by the budget.
- (e) Each of the Two Condominiums shall incorporate the Shared Facilities Budget into their respective overall budget.
- (f) Each Condominium Corporation shall provide monthly contributions as set out in the budget to an account for the Shared Facilities maintained by the Shared Facilities Committee and the Shared Facilities Manager.
- (g) If unanticipated repairs are found to be necessary or whenever, in the opinion of the Shared Facilities Manager, any change in the budgeted expenditures makes it desirable to do so, the Shared Facilities Manager shall submit to the Shared Facilities Committee, a budget supplemental to the yearly budget covering the additional expenses to be incurred for the performance of the Shared Services for the then-remaining portion of the current calendar year, and the procedure set out in subparagraphs 9.01(e) and (f) above shall apply to the said supplemental budget.
- (h) Save for repairs required to be done in an Emergency, or required to avoid suspension of any service, the Shared Facilities Manager shall not make any expenditures in excess of the amount proposed in the budget (on a monthly basis if applicable) approved by the Shared Facilities Committee or substantially in excess of any particular item in an approved budget.

- (f) The Shared Facilities Manager shall:
- (a) in the case of a major Emergency (i.e. those seriously affecting human safety, welfare or vital services, or involving potential or actual large-scale property damage), immediately notify those who are in danger, the appropriate public authorities and the Shared Facilities Committee and act in consultation and co-operation with those authorities and the Shared Facilities Committee in dealing therewith;
  - (b) in the case of an Emergency that is not major, deal expeditiously therewith in accordance with the exigencies thereof and notify the Shared Facilities Committee as soon as is reasonably possible during business hours.
- (i) In any case in which the cost of any particular item of unanticipated repairs submitted in an approved supplementary budget, or where the cost of a particular item of repair or maintenance provided for in an approved yearly budget is estimated to exceed the sum of One Thousand Five Hundred Dollars (\$1,500.00):
- (i) the Shared Facilities Manager shall obtain and submit three written quotations therefor and may, in addition, submit its own quotation to do the work itself for a lower price;
  - (ii) the Shared Facilities Committee shall consider such estimates and make a decision thereon; and
  - (iii) if within seven (7) days of the submission of any estimate, actual or deemed agreement has not been reached by the Shared Facilities Committee as to the method and cost of the work, any Owner may submit the matter to mediation and if necessary, ADR pursuant to Article 16.00 of this Agreement.
- (k) If the cost of any item of the type described in subparagraph 9.01(j) above, does not exceed Five Thousand Five Hundred Dollars (\$5,000.00) per annum, the Shared Facilities Manager may engage any parent or subsidiary corporation or any person, firm or corporation associated, affiliated or otherwise connected with it to perform said work or services provided that the cost of the said work or services shall not exceed the cost which it is reasonably estimated would be incurred if written quotations were obtained.
- (l) If in the opinion of any Owner, the Shared Facilities Manager is failing to properly carry out its contractual duties, such Owner shall be entitled to give the Shared Facilities Manager and the other Owners written notice that the Shared Facilities Manager is in breach of its obligations to perform such duty or duties and unless the Shared Facilities Manager shall rectify such failure or failures within Fifteen (15) Days after the giving of such notice, then the first-mentioned Owner shall be entitled to have such work carried out as may be necessary to cure such failure or failures and shall be entitled to be reimbursed by the other Owners for its share of the cost of carrying out such work.
- (m) In the event that an Owner completes any repair or other work in an Emergency when the Shared Facilities Manager was not available or otherwise able to complete such repairs or work, such Owner shall be entitled to be reimbursed to the same extent as if same had been performed pursuant to subparagraph 9.01(l) above.

9.02 The Shared Facilities Committee

- (a) Subject to paragraph 9.02(b) hereof, the Shared Facilities Committee shall consist of two (2) members, each of which shall be appointed by (and be a member of) each of the boards of directors of the Two Condominium Corporations. For greater certainty, the Board of Directors of the Artscape Condominium shall appoint one person from amongst its numbers to the Shared Facilities Committee, and the Board of Directors of the Westside Condominium shall appoint one person from amongst its numbers to the Shared Facilities Committee. Each of the Two Condominium Corporations shall also appoint an alternate member, who also must be a member of the Board of Directors of the Condominium Corporation for which he/she is representative, to fulfil the obligation of the appointed member when unavailable to ensure timely and full functionality of the Shared Facilities Committee.
- (b) Notwithstanding the foregoing, until the owner elected board of directors is appointed pursuant to a turnover meeting of the Westside Condominium in accordance with Section

43 of the Act (the "Turnover Date"), the Declarant shall comprise the Shared Facilities Committee.

- (c) At any meeting of the Shared Facilities Committee, a quorum shall consist of at least Two (2) members thereof. Until the Turnover Date, decisions of the Shared Facilities Committee shall be made by the Declarant. After the Turnover Date, all decisions of the Shared Facilities Committee shall be unanimous requiring the affirmative vote of members representing both of the Condominium Corporations and the Chairman shall not have an additional or casting vote. If thirty (30) minutes after the time appointed for the holding of any meeting of the Shared Facilities Committee a quorum is not present, then the meeting shall stand adjourned to the same time on the corresponding day of the next following week. Any member of the Shared Facilities Committee who cannot attend any meeting of the committee may appoint a proxy to attend and vote at the meeting in his or her place, or in the place of the alternative member. The proxy shall be a director or officer of the Condominium Corporation represented by such member and/or alternative member. To be effective, the proxy must be in writing and must state the office held by the proxy on the board of directors of the Condominium Corporation represented by such member or alternative member.
- (d) The Shared Facilities Committee shall, inter alia, be responsible for the following:
- (i) overseeing the activities of the Shared Facilities Manager;
  - (ii) establishing rules and procedures with respect to the use, operation, staffing, illumination, maintenance and/or repair of the Shared Facilities, and determining the manner in which all maintenance and/or repair work with respect to same shall be carried out;
  - (iii) making arrangements for the illumination, maintenance and/or repair of the Shared Facilities, including all equipment and fixtures utilized in connection with the ongoing operation of same, as well as all landscaping, structures, components and/or features comprising any portion of the Shared Facilities, and procuring all requisite public liability and property damage insurance coverage with respect to same;
  - (iv) making arrangements for the provision of all requisite utilities and equipment (eg. water and hydro services) security services and/or computer monitoring services and equipment for the Shared Facilities, including without limitation, the installation and/or reading of separate consumption or check meters measuring the consumption of utilities supplied to the Shared Facilities;
  - (v) ensuring the preparation and submission of the Shared Facilities Budget to each of the Two Condominium Corporations, not less than once annually, outlining the Shared Facilities Costs, for incorporation by each of the Two Condominium Corporations as part of their respective overall annual budgets, in accordance with the foregoing provisions hereof; and

ARTICLE 10.00 - MUTUAL INDEMNITIES

- 10.01 Each party hereto hereby covenants and agrees to forthwith repair and/or replace any landscaping, equipment or other property (both realty and personalty) within the property of any other party

ARTICLE 11.00 - INSURANCE

11.01 Each of the Two Condominium Corporations (or the respective Owners on behalf of such of the Two Condominium Corporations which is not yet registered from time to time) (which parties shall be hereinafter individually referred to as a "Responsible Party" and collectively referred to as the "Responsible Parties") shall obtain and maintain the following insurance with respect to those portions of the Shared Facilities (hereinafter collectively referred to as the "Shared Facilities Insurance") which are completed and which are contained within or situate upon their respective lands (which Shared Facilities shall be hereinafter referred to as their "Respective Portions"):

- (i) public liability insurance with respect to incidents or occurrences happening upon their Respective Portions providing a minimum coverage of \$5,000,000.00 per occurrence;
- (ii) fire and property damage insurance sufficient to cover 100% of the repair and/or replacement cost of all damaged property (both realty and personalty) comprising part of their Respective Portions; and
- (iii) comprehensive boiler, machinery and pressure vessel insurance on a repair and replacement basis, in such amount as would be normally maintained by prudent owners of such buildings and which amount shall initially not be less than \$5,000,000.00 and shall contain a "disputed loss agreement" between the property loss insurers and the boiler and machinery insurers;

in accordance with the applicable provisions of the Act and this Agreement.

11.02 Each of the insurance policies maintained pursuant to the foregoing section 11.01, shall:

- (i) not contain any co-insurance clause and name each of the Responsible Parties as a named insured;
- (ii) contain a provision whereby the insurer will not cancel or alter or refuse to renew such policy prior to its expiration, except after sixty (60) days prior written notice to each named insured thereunder;
- (iii) be taken out and maintained with the same insurer, which insurer shall, until the creation of the Shared Facilities Committee, be chosen by the Declarant, acting reasonably; and
- (iv) contain waivers of subrogation which cover at a minimum the Insurance Trustee (as hereinafter defined), the directors, officers, managers, agents, employees, invitees, tenants and servants of each of the Two Condominium Corporations and/or the Declarant save and except for arson, fraud, vandalism or willful misconduct.

11.03 Any proceeds arising from the Shared Facilities Insurance shall be payable as follows:

- (i) to the Insurance Trustee with respect to any loss occasioned to any Respective Portions comprising part of (or encompassed within) the description of any one or both of the Two Condominium Corporations; or
- (ii) to the Declarant with respect to any loss occasioned to any Respective Portions not yet contained (or encompassed within) a condominium description;

for the purposes of carrying out any Shared Work arising as a result of damage in accordance with Article 7.00 hereof. In the event there are any surplus funds remaining after the completion of said work the applicable Responsible Party whose Respective Portions has been repaired and/or restored shall be entitled to receive and/or retain all of said surplus funds.

- 11.04 Nothing contained in this Agreement shall be construed to prohibit any of the parties hereto from arranging for additional insurance above and beyond that contemplated herein, provided however, that any premiums with respect to same shall be paid by the party obtaining such additional insurance coverage.
- 11.05 The responsibility for procuring the Shared Facilities Insurance shall devolve upon the Shared Facilities Manager for and on behalf of both of the Two Condominium Corporations.
- 11.06 The Responsible Parties (or the Shared Facilities Committee, if same is in existence) shall obtain an appraisal from one or more independent and qualified appraisers in order to ascertain the full replacement cost of the Shared Facilities whenever they mutually agree that such an appraisal is necessary, but not in any event, later than once every three (3) years and the costs of said appraisals shall constitute part of the Shared Facilities Costs.
- 11.07 For purposes of greater certainty and clarity there shall be no obligation to obtain insurance with respect to any portion of the Shared Facilities that have not yet been constructed from time to time nor with respect to any boiler, machinery or pressure valves not yet installed and/or operating or that may not be constructed within any of the phases comprising the Total Project.

ARTICLE 12.00 - INSURANCE TRUSTEE

- 12.01 Any and all insurance proceeds of any insurance policy in excess of 15% of the replacement cost of the property covered by the insurance policy payable to or for any party hereto for the repair of its assets and attributable to damage to any part(s) of the Shared Facilities (after allowing for any proceeds attributable to damage to other than the Shared Facilities as determined by the Insurer, acting reasonably) shall be held by an insurance trustee mutually agreeable to all Owners (the "Insurance Trustee") and if an Insurance Trustee cannot be agreed upon, the insurance trustee shall be appointed in accordance with the arbitration provisions of Article 16.00 hereof.
- 13.01 If any of the Buildings is damaged to the extent of less than 25%, the respective Owners shall rebuild, restore and repair same in accordance with this Agreement.
- 13.02 If major damage has occurred to one or more of the Buildings, each Owner shall determine whether the damage extends to more than 25% of its building and in default of agreement, such determination shall be referred to mediation and if necessary arbitration pursuant to this Agreement.
- 13.03 Where there has been a determination that one or more of the Buildings have been damaged to an extent greater than 25%, and:
- (i) each such Owner has elected to rebuild, then each such Owner shall expeditiously rebuild, restore and repair its Building at its own expense in a good and workmanlike manner to Acceptable Standards to permit the other Owners and those authorized by it the intended benefit of the Easements;
  - (ii) all Owners have elected not to rebuild, the Owners need not rebuild their respective Buildings; or
  - (iii) one or more, but not all, of the Owners has elected not to rebuild, the Owner electing not to rebuild shall inform the other Owners of its election and shall nevertheless rebuild,

repair and restore its Servient Portion in such a manner so as not in any material way to adversely affect the use and enjoyment of the Easements and buildings by the other Owners.

- 13.04 In the event it is necessary to relocate any of the Easement Areas within the Total Site and/or amend the Easements relating thereto as a result of the repair and restoration of damage to the Shared Facilities, in order to re-align the Easement Areas with the as-built location of any building, structure, facility and/or improvements intended to be used pursuant to the Easement or to rectify any encroachment of a building, structure, facility and/or improvement that was not intended to be part of the Easement Area, the provisions of section 6.08 hereof shall apply, *mutatis mutandis*, to the relocation and/or amendment of the Easements provided, however, that any obligations imposed therein upon the Declarant shall be the responsibility of the Responsible Parties and/or the Shared Facilities Committee if same is in existence.

#### ARTICLE 14.00 - TERMINATION OF CONDOMINIUMS

- 14.01 The obligations and responsibilities contained in this Agreement (including without limitation the obligation to repair after damage set out in Article 13.00 hereof) shall apply notwithstanding that any one or both of the Two Condominium Corporations has elected to terminate the government of its lands under the Act, and in the event of such termination each of the unit owners (and for greater certainty it is acknowledged that said unit owners would be owners of the lands which were formerly encompassed within the condominium, as tenants in common) shall be bound by the terms and provisions of this Agreement as if they were original signatories hereto and shall be jointly and severally liable to comply with all the obligations and covenants contained in this Agreement and shall execute such further assurances as may be required or desired by the other Responsible Parties to give full force and effect to this Article 14.00.
- 14.02 For the purposes of Section 127(1) of the Act, the obligations arising under this Agreement (including without limitation the obligations contained herein to carry out the Work) shall be deemed to be encumbrances against each unit and their appurtenant common interests contained within the description for each of the Two Condominium Corporations that has been created before the registration of the Declaration (relating thereto).

#### ARTICLE 15.00 - THE EASEMENT CHARGE

- 15.01 In the event that any of the parties hereto shall fail to pay or contribute any monies required to be paid or contributed in accordance with the foregoing provisions of this Agreement (including without limitation any Shared Facilities Costs incurred pursuant to the Self-Help Remedies set out in Article 8.00) (hereinafter referred to as a "Delinquent Party") within 30 days after receiving written notice from the other party hereto or the Shared Facilities Committee (hereinafter referred to as the "Non-Delinquent Party") requesting such monies to be paid or contributed then the Non-Delinquent Party shall be entitled to pay or contribute those monies which the Delinquent Party should have paid or contributed, and all monies so expended shall, until repaid by the Delinquent Party, bear interest at the rate of 24% per annum, calculated and compounded monthly on such amount as is from time to time unpaid, and until so paid, such outstanding amount (together with all interest accruing thereon as aforesaid) shall, to the extent thereof, be and constitute a lien and charge against the Delinquent Party's lands (or common element areas, as the case may be) (hereinafter referred to as the "Easement Charge").
- 15.02 Subject to the overriding provisions of section 15.04 hereof, the Easement Charge shall be enforceable by the Non-Delinquent Party in the same manner, and to the same extent, as a real property mortgage or charge, with all of the powers, rights and remedies inherent in, or available to, a mortgagee or charge when a mortgage or charge of real property is in default pursuant to the provisions of the *Mortgages Act, R.S.O. 1990*, as amended, and/or any other applicable statutory provision or common law principle applicable thereto.
- 15.03 In the event that the Land Registrar requires the Non-Delinquent Party to apply to a court of competent jurisdiction for any order, direction, advice or authorization prior to such Land Registrar allowing the registered title of the Delinquent Party's lands or common elements to be formally encumbered by the Easement Charge, then the Non-Delinquent Party shall be entitled to forthwith apply to such court for any required order, direction, advice or authorization, and the Delinquent Party shall, for all purposes, be deemed to have consented to any such application so being made for this purpose, and the Delinquent Party shall be forever barred and estopped from bringing or instituting any action, suit, claim or other proceeding to defend, defeat, hinder or delay any such application by the Non-Delinquent Party, or its enforcement of the Easement Charge (save for the institution of arbitration proceedings pursuant to the provisions hereinafter

set out, in order to dispute any alleged default and/or the Non-Delinquent Party's entitlement to the Easement Charge). Alternatively, if the Land Registrar permits, the Easement Charge may be enforced by the filing of a caution, a certificate of pending litigation, or any restriction or notice as may be permitted by the provisions of the *Land Titles Act, R.S.O. 1990*, as amended.

- 15.04 The Easement Charge need not be registered against the title to the Delinquent Party's lands (or common elements), assets or appurtenant interests (not registered elsewhere) in order to enable or entitle the Non-Delinquent Party to maintain or pursue a civil action against the Delinquent Party for breach of this Agreement. However, notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed that the Easement Charge shall not have any priority claim whatsoever over (or in respect of) the interest of any third party (or parties) in or to the Delinquent Party's lands, assets and appurtenant interests, unless and until the Easement Charge (or any notice thereof, or any caution or certificate of pending litigation with respect thereto) has been registered against the title to same, and once such registration occurs, the Easement Charge shall then be deemed to be fully postponed and subordinate to all liens, mortgages, charges, interests and any other encumbrances (including any and all amendments thereto or extensions thereof made from time to time) which are registered against the Delinquent Party's lands and/or appurtenant interests in priority to the registration of the Easement Charge (all hereinafter collectively referred to as the "Prior Charges"), and shall also be deemed to be fully postponed and subordinate to all mortgage advances theretofore made (and thereafter to be made) under any of the Prior Charges.

#### ARTICLE 16.00 -- ALTERNATIVE DISPUTE RESOLUTION

- 16.01 The parties agree to use their best efforts to resolve any disputes or matters which may arise between them in respect of the Shared Facilities through good faith negotiations and the parties further agree that they shall resort to legal proceedings or mediation and arbitration against one another only as a last resort. If, after using their best efforts to resolve any such dispute or matter, such dispute or matters cannot be resolved by good faith negotiations, then any such dispute, other than with respect of non-payment of any party's Proportionate Share of the Shared Facilities Costs, shall be determined in the following manner, which for purposes of this Agreement shall be called "ADR".
- 16.02 Whenever ADR is permitted or required under this Agreement or the Act, ADR proceedings may be commenced by the parties in accordance with the following principles and procedures:
- (i) Prior to commencing ADR proceedings, the parties shall use their best efforts to resolve the question or matter in dispute through good faith negotiations conducted at a meeting of the full boards of directors of each party, with the assistance and presence (optional) of legal counsel representing each corporation, all acting with a view to securing a resolution of the question or matter in dispute without further proceedings.
  - (ii) If the parties, with the assistance of legal counsel as set forth in paragraph 16.02(i) above, are unable to resolve the questions or matter in dispute through good faith negotiations, as provided in Section 132 of the Act, the parties shall, within thirty (30) days thereafter, select a mediator qualified by education and training to assist the parties in dealing with the particular questions or matter in dispute, and the parties shall attempt to mediate their differences, and the mediator shall confer with the parties and endeavour to obtain a settlement with respect to the disagreement submitted to mediation. The parties shall initially share equally in the costs of a mediator, however, the settlement shall specify the share of the mediator's fees and expenses that each party is required to pay. Upon obtaining a settlement between and among the parties with respect to the disagreement submitted to mediation, the mediator shall make a written record of the settlement which shall form part of the agreement or matter that was the subject of the mediation.
  - (iii) If good faith negotiations and the mediation process as described in paragraph 16.02(i) and (ii) of this Agreement are exhausted and the parties are still unable to resolve the question or matter in dispute, within thirty (30) days after the mediator delivers a notice to the parties stating that the mediation has failed, the parties agree to submit the question or matter in dispute for resolution by a single arbitrator whose appointment is agreed upon by the parties, and the decision of the arbitrator shall be binding upon the parties hereto, and no legal recourse shall be exercised by either party hereto with respect to the question or matter in dispute until the arbitration has been completed.
  - (iv) The parties shall meet and attempt to appoint a single arbitrator who is well qualified with education and training to pass upon the particular question or matter in dispute. In the event that the parties are unable to agree upon a single arbitrator, each party shall appoint

one arbitrator within seven (7) days of the meeting and notify the other party. The arbitrators so appointed shall, within seven (7) days of the appointment of the last arbitrator so appointed, choose a single arbitrator who is qualified by education and training to pass upon the particular question or matter in dispute. If either party neglects or refuses to name an arbitrator within seven (7) days of being requested to do so by the other party, the arbitrator named by the first party shall proceed to resolve the dispute in accordance with *Arbitrations Act, 1991* (Ontario) and the parties agree that the arbitrator's decision shall be final and shall not be subject to appeal by any party other than on a question of law in accordance with Subsection 45(2) of the *Arbitrations Act, 1991* or pursuant to a specific ground for appeal or for setting aside the arbitrator's award pursuant to Section 46 of the *Arbitrations Act, 1991*.

- (v) The decisions and reasons of the arbitrator shall be made within thirty (30) days after the hearing of the question or matter in dispute, and the decisions and reasons shall be drawn up in writing and signed by the arbitrator who shall also be entitled to award costs of the ADR. The compensation and expenses of the arbitrator shall initially be paid in equal proportions by each party, subject to the final outcome and any award being made as to costs of the ADR.
- (vi) Where ADR is required by this Agreement, commencement and completion of such ADR in accordance with this Agreement shall be a condition precedent to the commencement of an action at law or in equity in respect of the question or matter in dispute being arbitrated.

16.03 For clarity, notwithstanding the nature of the dispute, until the questions or matter in dispute is finally determined by ADR, the disputing party shall continue to perform all work and services required to be performed by it and to pay all amounts required to be paid by it in accordance with this Agreement.

16.04 Subject always to the parties agreeing to any modifications thereto, the mediation shall be conducted generally in accordance with the rules of procedure for the conduct of mediations by the mediator so chosen and the arbitration shall be conducted generally in accordance with the rules of procedure for the conduct of arbitration by the arbitrator so chosen and also in accordance with the provisions of the *Arbitrations Act, 1991* (Ontario). Any dispute, difference, issue or question arising between the parties hereto which concerns (or touches upon) the validity, construction, meaning, performance or effect of this Agreement, or the rights and liabilities of the parties hereto, or with respect to any matter arising out of (or connected with) this Agreement, shall be referred to (and resolved by) arbitration pursuant to the *Arbitration Act, 1991*, as amended, in accordance with the overriding provisions set out in this Article. The substantive rules of law applicable to the dispute being arbitrated pursuant to the provisions hereof shall be those of the Province of Ontario, and the arbitration decision so rendered shall be binding upon the parties hereto, and their respective successors and assigns, and shall not be subject to appeal under any circumstances (whether with respect to a question of law, a question of fact, a question of mixed fact and law, or otherwise).

#### ARTICLE 17.00 - RELEASE

17.01 Further to Article 23.00, it shall be a condition precedent to any sale, transfer or other disposition of all or any part of the Total Site by Westside or Artscape, respectively, or to the registration of a condominium under the Act on any part of the Total Site by Westside or Artscape, respectively, or to any sale of the lands comprising the Total Site or any portion thereof or an interest therein (in this paragraph the party hereto that effects any such sale, transfer or other disposition or registration is referred to as the "Transferor") that the person acquiring all or any part of such lands or an interest therein (or, if applicable, the registered Condominium Corporation in accordance with a validly enacted and registered by-law of the said Condominium Corporation) (the "Transferee") enters into an agreement with the other party to this Agreement, in form satisfactory to the other party, acting reasonably, agreeing to be bound by the provisions of this Agreement and agreeing to assume the obligations and liabilities of the Transferor hereunder, whether arising before or after the date of such sale, transfer or other disposition. Any reasonable legal expenses incurred by the other party in connection with such agreement shall be reimbursed to the other party by the Transferor. Each transfer or conveyance by an Owner shall contain a provision wherein the Transferee acknowledges that it claims the benefits of the covenants on the part of the Transferor and takes title to the relevant portion of the Total Site or an interest therein subject to all of the obligations and burdens of the Transferor. A party which has sold, transferred or otherwise disposed of all or a part of its lands or an interest in its lands to a person that has provided the agreement required herein shall be released and discharged from all liabilities and obligations with respect to such lands or part thereof or interest therein, as the case may be, under

this Agreement accrued or arising after the date of such sale, transfer or disposition. Notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed that upon the registration of a condominium under the Act on the Artscape Lands or the Westside Lands, upon the created Condominium Corporation's executing an agreement assuming the respective Owner's obligations under this Agreement in accordance with a validly enacted and registered by-law of the Condominium Corporation, the said Owner shall be automatically released, relieved and fully discharged from any and all further obligations and liabilities arising from (or in connection with) this Agreement or any successor agreement, and thereafter forthwith upon the request of the said Owner, the parties hereto shall each execute a formal release of the said Owner in order to evidence and confirm the foregoing cessation of the Owner's obligations and liabilities, together with such further documents and assurances as the Owner may reasonably require in connection therewith. Notwithstanding the foregoing, no owner of a unit in either of the Two Condominiums or tenant thereof shall be required to enter into an assumption agreement or otherwise comply with the provisions contained herein.

#### ARTICLE 18.00 - NOTICES

- 18.01 All notices required or desired to be given to any of the parties hereto in connection with this Agreement, or arising herefrom, shall be in writing, and shall be hand delivered to an officer or director of the intended party at the following address, or be delivered by registered mail to the intended party at the following address [and if so mailed, same shall be deemed to have been delivered, received and effective on the 3rd day (excluding Saturdays, Sundays and statutory holidays) following the day on which such notice was mailed]:
- a) to the Declarant - 1100 King Street West, Toronto, Ontario, M6K 1E6.
  - b) to the Westside Condominium - c/o its property manager at 150 Sudbury Street, Toronto, Ontario, Attention: Property Management Office
  - c) to the Artscape Condominium - c/o its property manager at 38 Abell Street, Toronto, Ontario, Attention: Property Management Office
- with Copy to: Toronto Artscape Inc. - 171 East Liberty Street East, Suite 224 Toronto, Ontario M6K 3P6
- d) to the Shared Facilities Committee by giving same to the Declarant (until the Transfer Date) and to at least two (2) committee members (who are not representatives or nominees of the same Owner) either personally or by ordinary mail, postage prepaid, address to such member's respective dwelling units.
- 18.02 Any party hereto may, from time to time, by written notice to the other party hereto, delivered in accordance with the foregoing provisions, change the address to which its notices are to be delivered.

#### ARTICLE 19.00 - REGISTRATION OF THIS AGREEMENT

- 19.01 The parties hereto hereby consent to the registration of this Agreement against the title to the Total Site, and hereby acknowledge, confirm and agree that this Agreement shall be deemed and construed to run with the title to each of the Artscape Lands and the Westside Lands, respectively.
- 19.02 The Declarant further covenants and agrees that upon the registration of each of the Two Condominium Corporations, it shall cause each of same to enter into an agreement with each of the previously registered condominium(s) that is substantially the same as this Agreement, or to simply execute a counterpart of this Agreement, in order to be bound by all the terms, provisions and conditions contained herein, as if such condominium had been an original party to this Agreement in the place and stead of the Declarant. Moreover, notwithstanding anything provided in this Agreement to the contrary, it is expressly understood and agreed that as and when each of the Two Condominium Corporations is registered, the Declarant shall be automatically released and forever discharged from all of its covenants, obligations and liabilities arising under this Agreement with respect to such condominium.

#### ARTICLE 20.00 - ESTOPPEL CERTIFICATE

- 20.01 Each of the Two Condominium Corporations (and the Declarant on behalf of any of the Two Condominium Corporations which is not yet registered) (hereinafter referred to as a "Receiving Party") shall, within ten (10) days after receiving a written request (hereinafter referred to as a

"Certificate Request") accompanied by payment of a fee not in excess of \$100.00 plus all applicable taxes thereon (or such higher fee as may be appropriate based on inflationary-fee increases), from or by any party interested in the status of this Agreement (hereinafter called the "Requesting Party"), execute, acknowledge and deliver to the Requesting Party a certificate (hereinafter called the "Certificate") confirming:

- (i) whether this Agreement has been modified and if so, the nature of such modifications, and confirming that it is in full force and effect;
  - (ii) whether or not the terms and provisions of this Agreement have been complied with to date, and whether or not there is any outstanding default alleged (or complained of) by or against either of the Two Condominium Corporations, the Declarant and/or the Shared Facilities Committee as well as the nature and extent of the default so alleged;
  - (iii) whether or not any Work has been (or is presently being) performed by either of the Two Condominium Corporations, the Declarant and/or the Shared Facilities Committee for which the costs will be claimed or charged against any of the other parties hereto and/or the Shared Facilities Committee pursuant to provisions of this Agreement.
- 20.02 Notwithstanding any provision contained herein to the contrary, nothing shall be charged to (or levied against) the Declarant if it requests (or any authorized agent or representative of the Declarant requests) a Certificate pursuant to this Article 20.00.
- 20.03 The contents of the Certificate may be pleaded as (and shall constitute) a complete defence by the Requesting Party to any litigated claim or action that is inconsistent with the facts recited in the Certificate.
- 20.04 If a Receiving Party fails to execute and deliver to the Requesting Party the Certificate so requested from them, within ten days after receiving the Certificate Request and the accompanying fee, then they shall be deemed to have certified to the Requesting Party that:
- (i) there is no outstanding default by either of the Two Condominium Corporations, the Declarant and/or the Shared Facilities Committee under this Agreement; and
  - (ii) no Work has been (or is presently being) performed by either of the Two Condominium Corporations, the Declarant and/or the Shared Facilities Committee, for which the cost of same is (or may be) claimed or charged against any of the condominiums comprising the Two Condominium Corporations, the Declarant and/or the Shared Facilities Committee, pursuant to the provisions of this Agreement.

#### ARTICLE 21.00 - RECIPROCAL BENEFIT AND BURDEN

- 21.01 The parties hereto hereby expressly declare their mutual intention that the principles of reciprocal benefit and burden shall apply to their relationship, and as such, it is hereby acknowledged and agreed that each of the easements, rights and privileges hereinafore set forth establishes a basis for the mutual/reciprocal use and enjoyment of certain parts of the Two Condominium Corporations, including the Shared Facilities, which are intended to be used and enjoyed by each of the Declarant, Artscape and the Two Condominium Corporations to varying degrees. As an integral and material consideration for the continuing right to the use and enjoyment by each of the Declarant, Artscape and the Two Condominium Corporations of such easements, rights and privileges (as are confirmed in this Agreement, or incorporated herein by way of counterpart agreement), each of the parties hereto hereby accepts (and agrees to assume) the burdens and obligations imposed upon them by virtue of this Agreement.

#### ARTICLE 22.00 - CONSTRUCTION LIENS

- 22.01 Each of the parties hereto covenants and agrees to forthwith make any required payment or filing of any security, so as to forthwith remove any construction lien (claimed in respect of a supply of materials and/or the provision of services contracted for by it) which encumbers the other party's lands, by no later than thirty (30) days after the receipt of a written request to do so delivered by or on behalf of any of the other condominiums comprising the Two Condominium Corporations, and/or the Declarant, failing which, such other of the Two Condominium Corporations or the Declarant or Artscape may make the payment or post the security required to remove such construction lien from title, and thereafter seek reimbursement for all monies expended (and costs incurred) in doing so from the defaulting party.

ARTICLE 23.00 - SUCCESSORS AND ASSIGNS

- 23.01 This Agreement shall enure to the benefit of, and be correspondingly binding upon, the parties hereto and their respective successors and assigns.
- 23.02 Notwithstanding anything provided in this Agreement to the contrary, it is expressly understood and agreed by the parties hereto that:
- (i) any reference to either of the Two Condominium Corporations in this Agreement, where the context pertains to the use or enjoyment of an easement (or some other right, benefit or interest), shall be deemed to include such Condominium Corporation's duly authorized agents, representatives, employees, contractors and/or subcontractors, and shall also specifically include the unit owners thereof and their respective tenants, residents and invitees;
  - (ii) any reference to the Declarant or Artscape in this Agreement, where the context pertains to the use or enjoyment of an easement (or some other right, benefit or interest), shall specifically include the Declarant, Artscape and the Condominium Corporations which are ultimately created on the Total Site, and their respective duly authorized agents, representatives, employees, contractors and/or subcontractors, together with all of the unit owners of said Condominium Corporations, and their respective tenants, residents and invitees; and
  - (iii) any reference to the Shared Facilities Committee shall, unless the context provides otherwise, mean the Declarant in the event that said committee has not yet been created, provided, however, that any obligations imposed upon the Shared Facilities Committee including without limitation the obligation to carry out and/or pay for any maintenance or repair work (hereinafter referred to as the "Shared Obligations"), shall apply to the Declarant only insofar as the appropriate contributions have been made by such of the Two Condominium Corporations in existence from time to time (or insurance proceeds are available) to enable the Declarant to carry out and/or pay for any of the Shared Obligations.

ARTICLE 24.00 - FURTHER ASSURANCES

- 24.01 The parties hereto hereby covenant and agree to forthwith execute all further documents, instruments and assurances as may be necessary or required in order to carry out the true intent of these presents, and to register this Agreement (or notice thereof) against the title to the Artscape Lands and the Westside Lands. Without limiting the generality of the foregoing, the parties hereto hereby covenant and agree to execute all such further documents, instruments and agreements as may be required in order to realign the boundaries of the Easement Areas so that same align more accurately with the final location thereof, as finally constructed. Moreover, each of the Two Condominium Corporations specifically covenants and agrees to execute, forthwith upon the request of the Declarant as is necessary and at no cost to the Declarant or to any other party hereto:
- (i) such further or supplementary Shared Facilities Agreements pertaining to (and generally confirming) those matters and details more particularly set out herein, and containing such additional provisions as the Declarant may deem necessary or desirable in order to more accurately reflect the sharing of the Shared Facilities between the Two Condominium Corporations, but in no case derogating in any material respect from the overall nature and intent of this Agreement;
  - (ii) whatever releases or other documents are required in order to delete this Agreement from title to any lands which do not or will not form part of the Two Condominium Corporations. In this regard, the parties acknowledge and agree that because the precise location of the Two Condominium Corporations is not presently known and because there is currently no registerable legal description for the Total Site available, that this Agreement may be registered against lands owned by the Declarant which will not form part of the Total Site. Accordingly, the parties agree from time to time to execute the releases or other documents requested by the Declarant in order to delete this Agreement from title to any lands which do not or will not form part of the Two Condominium Corporations; and
  - (iii) such documents, releases and assurances as the Declarant may require in order to evidence and confirm the cessation of the Declarant's obligations and liabilities hereunder with respect to the Two Condominium Corporations, and the release of all

reference by the Two Condominium Corporations against the Debtor arising from, or in connection with this Agreement or any supplementary or further Shared Facilities Agreements.

24.02 Notwithstanding anything hereinbefore provided to the contrary, it is expressly understood and agreed that if a counterpart of this Agreement is duly executed by either of the Two Condominium Corporations (as and when same are created) with or without the Declaration or Artscapex as an additional signatory thereto (which incorporates all material aspects of this Agreement and the overall nature and intent hereof, but which is not executed by any of the other parties hereto, in lieu of any of the supplementary agreements referred to in paragraph 24.01(f) hereof which would require the execution thereof by each of the Artscapex Condominium and/or the Westside Condominium), then any such party which does not execute such counterpart agreement shall nevertheless be bound by all of the terms and provisions of the said counterpart agreement as if it had duly executed same.

**ARTICLE 25.01 - MISCELLANEOUS PROVISIONS**

- 25.01 This Agreement is subject to compliance with the subdivision and partition provisions of the *Planning Act, R.S.O. 1990*, as amended.
- 25.02 The headings used throughout the body of this Agreement form no part hereof but shall be deemed to be inserted for convenience of reference only.
- 25.03 This Agreement shall be read and construed with all changes in gender and/or number as may be required by the context.
- 25.04 If any clause or section of this Agreement shall be determined by a court of competent jurisdiction to be illegal or unenforceable, then such clause or section shall be considered separate and severable from the rest of this Agreement, and the remaining provisions hereof shall remain in full force and effect and shall continue to be binding upon the parties hereto as though the said illegal or unenforceable clause or section had never been included.
- 25.05 This Agreement may be executed in one or more counterparts, each of which when so executed shall constitute an original, and all of which shall together constitute one and the same agreement.
- 25.06 Whenever this Agreement allows a party to exercise its discretion or to act unilaterally, such exercise of discretion or actions shall be carried out honestly and in good faith.

**IN WITNESS WHEREOF** the parties hereto have hereunto caused to be affixed their corporate seals, duly attested to by their respective proper signing officers authorized in that behalf.

**WESTSIDE GALLERY LOFTS INC.**  
in its capacity as owner of the Westside Lands and on behalf of the Westside Condominium, once same is registered.

Per: \_\_\_\_\_  
Name: Alan Sabrin  
Title: President

I have authority to bind the Corporation.

**TORONTO ARTSCAPE, INC.**  
in its capacity as owner of the Artscapex Lands and on behalf of the Artscapex Condominium, once same is registered.

Per: \_\_\_\_\_  
Name: Kenneth Robert Jones  
Title: Chief Executive Officer

Per: \_\_\_\_\_  
Name: Mary Kathleen Sharpe  
Title: Chair of the Board, and Director  
We have authority to bind the Corporation.

claims by the Two Condominium Corporations against the Declarant arising from, or in connection with this Agreement or any supplementary or further Shared Facilities Agreements.

24.02 Notwithstanding anything hereinbefore provided to the contrary, it is expressly understood and agreed that if a counterpart of this Agreement is duly executed by either of the Two Condominium Corporations (as and when same are created) with or without the Declarant or Artscape as an additional signatory thereto (which incorporates all material aspects of this Agreement and the overall nature and intent hereof, but which is not executed by any of the other parties hereto), in lieu of any of the supplementary agreements referred to in paragraph 24.01(c) hereof (which would require the execution thereof by each of the Artscape Condominium and/or the Westside Condominium), then any such party which does not execute such counterpart agreement shall nevertheless be bound by all of the terms and provisions of the said counterpart agreement as if it had duly executed same.

ARTICLE 25.00 - MISCELLANEOUS PROVISIONS

- 25.01 This Agreement is subject to compliance with the subdivision and part-lot control provisions of the *Planning Act*, R.S.O. 1990, as amended.
- 25.02 The headings used throughout the body of this Agreement form no part hereof, but shall be deemed to be inserted for convenience of reference only.
- 25.03 This Agreement shall be read and construed with all changes in gender and/or number as may be required by the context.
- 25.04 If any clause or section of this Agreement shall be determined by a court of competent jurisdiction to be illegal or unenforceable, then such clause or section shall be considered separate and severable from the rest of this Agreement, and the remaining provisions hereof shall remain in full force and effect, and shall continue to be binding upon the parties hereto as though the said illegal or unenforceable clause or section had never been included.
- 25.05 This Agreement may be executed in one or more counterparts, each of which when so executed shall constitute an original, and all of which shall together constitute one and the same agreement.
- 25.06 Wherever this Agreement allows a party to exercise its discretion or to act unilaterally, such exercise of discretion or actions shall be carried out honestly and in good faith.

IN WITNESS WHEREOF the parties hereto have heretofore caused to be affixed their corporate seals, duly attested to by their respective proper signing officers authorized in that behalf.

WESTSIDE GALLERY LOFTS INC.  
in its capacity as owner of the Westside Lands and on behalf of the Westside Condominium, once same is registered

Per: \_\_\_\_\_  
Name: Alan Szekin  
Title: President  
I have authority to bind the Corporation,

TORONTO ARISCAPE INC.  
in its capacity as owner of the Artscape Lands and on behalf of the Artscape Condominium, once same is registered

Per: \_\_\_\_\_  
Name: Timothy Robert Jones  
TITLE: Chief Executive Officer

Per: \_\_\_\_\_  
Name: Mary Kathleen Sharpe  
TITLE: Chief of the Board, and Director

We have the authority to bind the Corporation.

**ASSIGNMENT AGREEMENT**

**THIS AGREEMENT** made the 16th day of July, 2012.

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

**WESTSIDE GALLERY LOFTS INC.**  
(hereinafter called "Westside")

- and -

**TORONTO STANDARD CONDOMINIUM  
CORPORATION NO. 2249**  
(hereinafter called the "Condominium Corporation")

**WHEREAS** Westside entered into a Shared Facilities Agreement with Toronto Artscape Inc. notice of which was registered in the Land Titles Division of the Toronto Registry Office (No. 66) on September 3, 2010 as Instrument No. AT2497740 (the "Shared Facilities Agreement");

**AND WHEREAS** Westside has registered the Phase I Condominium (as such term is defined in the Shared Facilities Agreement) as Toronto Standard Condominium Plan No. 2249;

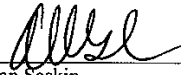
**AND WHEREAS** the parties hereto agree that Westside shall assign all of the obligations set forth in the Shared Facilities Agreement relating to the Phase I Condominium to the Condominium Corporation;

**NOW THEREFORE WITNESSETH** that in consideration of the sum of \$2.00 of lawful money of Canada now paid by each of the parties hereto to the other, and for other good and valuable consideration (the receipt and sufficiency which is hereby expressly acknowledged) Westside hereby assigns to the Condominium Corporation all of its right, title and interest in the Shared Facilities Agreement as it relates to the Phase I Condominium and the Condominium Corporation hereby agrees to formally assume (and to observe and abide by) all of the terms and provisions contained in the Shared Facilities Agreement as it relates to the Phase I Condominium, to indemnify Westside in respect thereof and to execute such further documents or assurances as Westside may hereafter require in order to evidence and confirm the same.

The Parties agree that Toronto Standard Condominium Corporation No. 2249 shall have the benefit of this Agreement notwithstanding that it is not named as a party hereto.


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

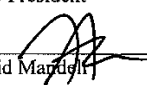
**WESTSIDE GALLERY LOFTS INC.**

Per:   
Name: Alan Saskin  
Title: President

I have authority to bind the Corporation

**TORONTO STANDARD CONDOMINIUM  
CORPORATION NO. 2249**

Per:   
Name: Tony Manocchio  
Title: Vice-President

Per:   
Name: David Mandell  
Title: Secretary

We have the authority to bind the Corporation

**ASSIGNMENT AGREEMENT**

**THIS AGREEMENT** made the 16th day of July, 2012.

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

**WESTSIDE GALLERY LOFTS INC.**  
(hereinafter called "Westside")

- and -

**TORONTO STANDARD CONDOMINIUM  
CORPORATION NO. 2249**  
(hereinafter called the "Condominium Corporation")

**WHEREAS** Westside, on behalf of the Phase I Condominium and Phase II Condominium (as such terms are defined in the Shared Facilities Agreement) entered into a Shared Facilities Agreement with Toronto Artscape Inc. notice of which was registered in the Land Titles Division of the Toronto Registry Office (No. 66) on September 3, 2010 as Instrument No. AT2497741 (the "Shared Facilities Agreement");

**AND WHEREAS** the Phase I Condominium was registered as Toronto Standard Condominium Plan No. 2249 on July 16, 2012;

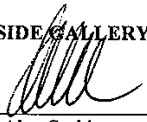
**AND WHEREAS** the parties hereto agree that Westside shall assign all of the obligations set forth in the Shared Facilities Agreement relating to the Phase I Condominium to the Condominium Corporation;

**NOW THEREFORE WITNESSETH** that in consideration of the sum of \$2.00 of lawful money of Canada now paid by each of the parties hereto to the other, and for other good and valuable consideration (the receipt and sufficiency which is hereby expressly acknowledged) Westside hereby assigns to the Condominium Corporation all of its right, title and interest in the Shared Facilities Agreement as it relates to the Phase I Condominium and the Condominium Corporation hereby agrees to formally assume (and to observe and abide by) all of the terms and provisions contained in the Shared Facilities Agreement as it relates to the Phase I Condominium, to indemnify Westside in respect thereof and to execute such further documents or assurances as Westside may hereafter require in order to evidence and confirm the same.

The Parties agree that Toronto Standard Condominium Corporation No. 2249 shall have the benefit of this Agreement notwithstanding that it is not named as a party hereto.


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


**WESTSIDE GALLERY LOFTS INC.**

Per:   
Name: Alan Saskin  
Title: President

I have authority to bind the Corporation

**TORONTO STANDARD CONDOMINIUM  
CORPORATION NO. 2249**

Per:   
Name: Tony Manocchio  
Title: Vice-President

Per:   
Name: David Mandell  
Title: Secretary

We have the authority to bind the Corporation



Document General
Form 4 - Land Registration Reform Act

D

Form 4 - Land Registration Reform Act. Includes sections for: (1) Registry, (2) Page 1 of 2 pages, (3) Property Identifiers, (4) Nature of Document (NOTICE Under Section 71 of the Land Titles Act), (5) Consideration, (6) Description (All Units on all Levels...), (7) This Document Contains, (8) This Document provides as follows (See Agreement attached), (9) This Document relates to instrument number(s), (10) Party(ies) (Toronto Standard Condominium Corporation No. 2249), (11) Address for Service, (12) Party(ies), (13) Address for Service, (14) Municipal Address of Property, (15) Document Prepared by (Michael J. Baum, Harris, Sheaffer LLP), and Fees and Tax table.

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(6) DESCRIPTION - CONTINUED

Secondly:

Part of Abell Street on Plan 878, Toronto, Closed by By-Law # OD33202 & Part of Block 5, Plan Ordnance Reserve, Toronto, designated as Parts 1, 2, 3, 4, 5, 6, 7 & 10 on Plan 66R-23505, save and except for Part 1 on Plan 66R-23756, being part of PIN 21298-0432 (LT).

Thirdly:

Part of Block 5, Plan of Ordnance Reserve, being Parts 8 and 9 on Plan 66R-23505, and Part 1 on Plan 66R-23756; City of Toronto, being all of PIN 21298-0427 (LT).

Land Titles Act  
Application to register Notice of an  
unregistered estate, right, interest or equity  
Section 71 of the Act

TO: The Land Registrar for the Land Titles Division of the Toronto Registry Office (No. 66)

I, MICHAEL J. BAUM, am the solicitor for Toronto Standard Condominium Corporation No. 2249.

I confirm that the applicants have an unregistered estate, right, interest or equity in the land described as all of PINs 76249-0001 (LT) to 76249-0860 (LT), inclusive and in PINs 21298-0427 (LT) and 21298-0432 (LT).

The lands are registered in the names of:

- (a) Westside Gallery Lofts Inc. as to PINs 76249-0001 (LT) to 76249-0860 (LT) inclusive;
- (b) St. Clare's Multifaith Housing Society as to PIN 21298-0427 (LT); and
- (c) Abell Investments Limited as to PIN 21298-0432 (LT).

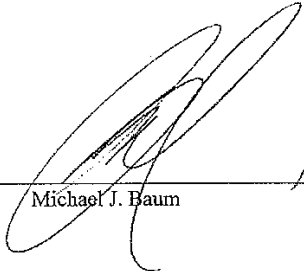
I hereby apply under Section 71 of the Land Titles Act for the entry of a Notice in the register for the said parcels.

The Notice is for an indeterminate period.

The address for service of the applicant is:

c/o 120 Lynn Williams Street  
Suite 2A  
Toronto, Ontario  
M6K 3N6

Dated: July 16, 2012

  
\_\_\_\_\_  
Michael J. Baum

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**SHARED FACILITIES AGREEMENT**

**THIS AGREEMENT MADE** as of the 16th day of July 2012

**BETWEEN :**

**TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2249**

a condominium corporation created by the registration of a declaration and description on the 16<sup>th</sup> day of July, 2012 in the Land Titles Division of the Toronto Registry Office (No. 66) as Instrument No. AT3073995.

(hereinafter referred to as the "Phase I Condominium");

- and -

**WESTSIDE GALLERY LOFTS INC.**

a corporation incorporated pursuant to the laws of the Province of Ontario, in its capacity as owner of the Phase II Lands and on behalf of the Phase II Condominium, once same is registered;

(hereinafter referred to as the "Westside")

- and -

**EPIC ON TRIANGLE PARK INC.**

a corporation incorporated pursuant to the laws of the Province of Ontario, in its capacity as owner of the Epic Lands and on behalf of the Epic Condominium, once same is registered

(hereinafter referred to as "Epic")

- and -

**ABELL INVESTMENTS LIMITED**

a corporation incorporated pursuant to the laws of the Province of Ontario, in its capacity as registered owner of the Abell Lands

(hereinafter referred to as "Abell")

- and -

**ST. CLARE'S MULIFAITH HOUSING SOCIETY**

a corporation incorporated pursuant to the laws of the Province of Ontario, in its capacity as registered owner of the leasehold interest in the Abell Lands

(hereinafter referred to as "St. Clare's")

**WHEREAS** the Phase I Condominium is situate on the north side of Sudbury Street in the City of Toronto comprising the property included in the Toronto Standard Condominium Plan No. 2249 registered in the Land Titles Division of the Toronto Registry Office (No. 66) and municipally known as 150 Sudbury Street, Toronto, Ontario.

**WHEREAS** Westside is the registered owner of the Phase II Lands (as those terms are hereinafter defined) on which lands Westside has or intends to develop the Phase II Condominium (as such terms is hereinafter defined);

**AND WHEREAS** Epic is or is about to become the registered owner of the Epic Lands (as that term is hereinafter defined) on which lands Epic intends to develop the Epic Condominium (as that term is hereinafter defined);

**AND WHEREAS** Abell is the registered owner of the Abell Lands (as that term is hereinafter defined) on which lands Abell has entered into a lease agreement (the "St. Clare's Lease") upon which St. Clare's has constructing the St. Clare's Development;

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AND WHEREAS pursuant to the St. Clare's Lease St. Clare's has a leasehold interest in the Abell Lands and is entering into this Agreement in its capacity as the tenant of such lands;

AND WHEREAS it is acknowledged and agreed that Westside is entering into this Agreement for and on behalf of the Phase II Condominium, and on the express understanding that as and when it is registered as separate condominium corporation, they shall assume all covenants and obligations of Westside relating thereto as set forth herein, and correspondingly Westside shall thereupon be automatically released, relieved and forever discharged from said obligations and/or liabilities;

AND WHEREAS it is acknowledged and agreed that Epic is entering into this Agreement for and on behalf of the Epic Condominium, and on the express understanding that as and when it is registered as a separate condominium corporation, it shall assume all covenants and obligations of Epic relating thereto as set forth herein, and correspondingly Epic shall thereupon be automatically released, relieved and forever discharged from said obligations and/or liabilities;

AND WHEREAS the parties hereto have entered into this Agreement in order to provide for the mutual use, maintenance, cost-sharing and other matters relating to the Shared Facilities (as that term is hereinafter defined) as well as to regulate and govern the use and enjoyment of various easements over and/or benefiting all or various portions of the Total Site (as that term is hereinafter defined);

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration and the sum of TEN (\$10.00) DOLLARS of lawful money of Canada now paid by each of the parties hereto to the other (the receipt and sufficiency of which is hereby expressly acknowledged), the parties hereto hereby covenant and agree, to and with each other, as follows:

1. RECITALS

1.1 The parties hereto hereby confirm the veracity of the foregoing recitals, and agree with same, both in substance and in fact.

2. DEFINITIONS

2.1 General Terms

The terms "common elements", "units", "common expenses", "common interest", "board of directors", "description", "by-laws" and "rules" shall have the same meanings as are ascribed to such terms pursuant to the Act (as hereinafter defined), and their use herein shall have specific reference to the Three Condominiums.

2.2 Specific Terms

In addition to any other words, terms or phrases specifically defined elsewhere in this Agreement, the terms or phrases set out below shall have the meanings respectively ascribed to them as follows:

- (a) "Abell Lands" shall mean the lands legally described as Part of Block 5, Plan of Ordinance Reserve, being Parts 8 and 9 on Plan 66R-23505, and Part 1 on Plan 66R-23756; City of Toronto, being all of PIN 21298-0427 (LT);
- (b) "Acceptable Standards" shall mean:
- (i) with respect to any equipment, device, apparatus or system: efficient and safe operating capability for its intended purpose(s) in accordance with the standards specified by its manufacturer(s)/supplier(s) and prescribed by all applicable laws, regulations and by-laws;
  - (ii) with respect to any landscaped/grassed area: appearing to be properly cultivated/tended, suitable for its intended purpose(s) and in compliance with all applicable laws, regulations and by-laws; and
  - (iii) with respect to any structural or other non-operating element, part or component: good repair, having regard to the standards maintained by a prudent owner of a comparable building of comparable age;
- (c) "Act" shall mean the *Condominium Act, 1998*, S.O. 1998, as amended, together with any successor legislation intended to replace or supersede same;

- (d) **"Agreement"** shall mean the within agreement and all written amendments hereto and all schedules referred to herein;
- (e) **"Authorized Card Holder"** means a person who has the authority or right to use a Residential Parking Space and is in possession of a Pass Card;
- (f) the **"Benefiting Owners"** shall mean those owners of the dominant tenement with respect to the Easements (as that term is hereinafter defined) that are entitled to the benefit of same, provided however, in respect of the Three Condominium Corporations, for the purposes of giving and receiving notice(s), procuring consents and for the purposes of carrying out any Work (as that term is hereinafter defined) or repairing and/or restoring any damage or alterations, all as contemplated in Article 5 hereof, "Benefiting Owners" shall mean the respective condominium corporation(s) comprising the Three Condominium Corporations (for and on behalf of the unit owners therein) created over all or any portion of the aforesaid dominant tenement;
- (g) **"Buildings"** shall mean the buildings constructed on the Total Site;
- (h) **"Common Driveway"** shall mean the roads, curbs, driveways, drive aisles and lanes, ramps, sidewalks, walkways, ramp lighting and warning lighting, overhead garage doors and door equipment, garage enter-phone/access system and glycol snow melting system (if any), situate within Levels A and I of the Phase I Condominium and the ground level of the St. Clare's Development, and which are used for vehicular and where applicable pedestrian access, ingress and egress from Sudbury Street to the underground garages constructed within the Total Site, and which are designated as Parts 6, 32, 33, 34, 36 and 37 on Plan 66R-25068; .
- (i) **"Declarant"** shall mean Westside, its respective successors and assigns, in respect of Phase I Condominium and the Phase II Condominium and Epic, its respective successors and assigns, in respect of the Epic Condominium;
- (j) **"Declarant's Construction Easement"** shall mean any Easement described in or created upon the registration of any Declaration or pursuant to the terms of this Agreement or any other easements, rights and rights in the nature of an easement hereafter created between any one of the Owners for access over, under or through various portions of the Total Site (including portions of the Shared Facilities contained therein) to permit the construction and development of the Phase I Condominium, the Phase II Condominium, or the Epic Condominium (as hereinafter defined);
- (k) **"Declarations"** shall mean the respective declarations of the Three Condominiums (as hereinafter defined) whether same have been registered as of the date of this Agreement or are registered at any time thereafter and the term **"Declaration"** shall mean the specific declaration of the particular condominiums (comprising one of the Three Condominiums) dictated by the context in which said term is used;
- (l) **"Easements"** shall mean, collectively, the easements, rights, and rights in the nature of easements over, under or through the Shared Facilities as described in Schedule "A" of any of the Declarations and any other easements, rights and rights in the nature of an easement hereafter created between any of the Owners and relating to the Shared Facilities, and the term **"Easement"** shall mean any particular portion of the Easements as dictated by the context in which said term is used;
- (m) **"Easement Areas"** shall mean collectively those portions of the Total Site which are subject to the Easements, and shall also include any Relocated Easement Areas (as described in paragraph 6.08 hereof) and the term **"Easement Area"** shall mean any particular portion of the Easement Areas as dictated by the context in which said term is used;
- (n) **"Emergency"** shall mean any circumstance(s) or event(s) involving danger to, or the safety of, persons, danger of property damage or loss and/or the suspension of any utility or service to any one or all of the Owners whether actually occurring or imminent;
- (o) **"Epic Condominium"** shall mean the condominium intended to be registered upon the Epic Lands;
- (p) **"Epic Lands"** shall mean that portion of those lands and premises described as Part of Abell Street on Plan 878, Toronto, Closed by By-Law # OD33202 & Part of Block 5, Plan Ordnance Reserve, Toronto, designated as Parts 1, 2, 3, 4, 5, 6 & 7 on Plan 66R-23505, being part of PIN 21298-0432 (LT) and save and except for Part 1 on Plan 66R-23756; .
- (q) **"Governmental Authorities"** shall mean the City of Toronto, and all other governmental authorities or agencies having jurisdiction over the Total Site;

- (r) **“Owner”** shall mean, with respect to the Phase I Lands, the Phase I Condominium; with respect to the Phase II Lands, the Phase II Condominium including their respective successors, in title, and until such time as a condominium is registered on the Phase II Lands the Owner of such lands shall be Westside; with respect to the Epic Lands, the Epic Condominium including their respective successors, in title, and until such time as a condominium is registered on the Epic Lands the Owner of such lands shall be Epic, and with respect to the Abell Lands, St. Clare’s and its successors in title during the term of the St. Clare’s Lease or any extension or renewal thereof and thereafter, the Owner of such lands shall be Abell, its successors or assigns;
- (s) **“Pass Card”** means the card, key fob or other access device used by Authorized Card Holders to permit access to the underground parking garage located in the Phase I Condominium;
- (t) **“Phase I Condominium”** shall mean Toronto Standard Condominium Corporation No. 2249, which is registered upon those lands and premises situate in the City of Toronto and legally described as Part of Ordnance Reserve, according to a plan registered in the Registry Division of the Toronto Registry Office as Plan of Ordnance Reserve, designated Parts 6, 21 to 24 inclusive, 27, 30, 32, 33, 36 to 39 inclusive, 41, 43 to 52 inclusive and 54 to 56 inclusive, on 66R-25068, save and except PARTS 1 and 6, Plan 66R-26215 (which lands will be more particularly described in Schedule “A” of the Declaration of the Phase I Condominium and which are hereinafter referred to as the **“Phase I Lands”**);
- (u) **“Phase II Condominium”** shall mean the condominium to be created upon those lands and premises situate in the City of Toronto and legally described as Part of Ordnance Reserve, according to a plan registered in the Registry Division of the Toronto Registry Office as Plan of Ordnance Reserve, designated Parts 28, 29, 31, 40 and 42 on Plan 66R-25068, save and except PARTS 3 and 4, Plan 66R-26215, being part of PIN 21298-0436(LT) (which lands will be more particularly described in the Declaration of the Phase II Condominium and which are hereinafter referred to as the **“Phase II Lands”**);
- (v) **“Proportionate Share”** shall mean the respective share of the Shared Facilities Costs to be borne by each of the Owners, as the case maybe, in accordance with the terms and conditions hereof, and which Proportionate Share shall be determined as set out in Section 3.1(a) hereof;
- (w) **“Residential Parking Space”** shall mean a parking unit or space in the Total Site used for the purpose of resident parking, and shall exclude any space which is used for visitor parking, save and except for those visitor parking spaces utilized for parking cars used in connection with a commercial car share program.
- (x) **“Responsible Party”** shall mean an Owner who has a duty to implement, carry out and/or complete an undertaking or obligation under this Agreement;
- (y) **“Servient Owners”** shall mean those Owners of the servient tenement(s) in respect of the Easements who are subject to the burden of same, provided however, that for the purposes of giving and receiving notice(s), and for the purposes of carrying out any Work or repairing and/or restoring any damage or alterations, all as contemplated in Article 5 hereof, the term **“Servient Owners”** shall mean the condominium corporation(s) (for and on behalf of the unit owners thereof) created over all or any portion of the aforesaid servient tenement(s);
- (z) **“Shared Facilities”** shall mean the Common Driveway, the Shared Servicing Systems, and the Type G Loading Facility;
- (aa) **“Shared Facilities Budget”** shall mean the budget outlining the projected Shared Facilities Costs for the twelve (12) month period immediately following the preparation and submission of same to the Owners, which is prepared in accordance with the terms and provisions of this Agreement;
- (bb) **“Shared Facilities Costs”** shall mean the aggregate of all costs and expenses incurred in connection with maintenance, repair and operation of the Common Driveway, including without limitation, the cost of maintaining and repairing all electrical and mechanical equipment, fixtures and installations comprising same or appurtenant thereto, together with the amount of any municipal, provincial or federal taxes and/or common expense assessments attributable thereto (or any portion thereof);
- (cc) the **“Shared Services”** shall mean the services described in Section 5.2;
- (dd) **“Shared Servicing Systems”** shall mean the physical components of the mechanical and electrical systems shared by the Owners, including without limitation, the fire protection, security and life safety systems servicing the Total Project, provided however, that the term **“Shared**

“Servicing Systems” shall exclude any servicing system(s) which serve and benefit only one of the Owners exclusively and the term “Shared Servicing System” shall mean the particular “Shared Servicing System” dictated by the context in which said term is used;

- (ee) “St. Clare’s Development” shall mean the new building constructed upon the Abell Lands, comprising 190 not-for-profit rental units;
- (ff) “Three Condominiums” shall mean the Phase I Condominium, the Phase II Condominium, and the Epic Condominium collectively;
- (gg) “Total Project” shall mean all of the Buildings, structures, improvements and installations intended to be constructed upon the Total Site;
- (hh) “Total Site” shall mean the Phase I Lands, the Phase II Lands, the Epic Lands and the Abell Lands, collectively;
- (ii) “Transfer Date” shall mean the earlier of:
  - (i) the date upon which the last of the Three Condominiums has been registered as a separate condominium pursuant to the provisions of the Act by the Declarant and all residential units therein have been sold and conveyed by the Declarant; and
  - (ii) such earlier date as the Declarant may determine in their sole and unfettered discretion, provided such date shall be no earlier than the turnover meeting of the Phase I Condominium;
- (jj) “Type G Loading Facility” means the Type G loading facility and truck turning radius located on Parts 34 and 35 on Plan 66R-25068 on the Reference Plan; and
- (kk) “Work” shall have the meaning ascribed to it in Section 5.2 hereof;

### 3. RESPONSIBILITY FOR PAYING THE SHARED FACILITIES COSTS

- 3.1 The Shared Facilities Costs, including utilities, upkeep, maintenance, repair, replacement and snow ploughing shall be allocated and paid on the following basis:
  - (a) Subject to subparagraphs (b) and (c), with respect to those costs relating to the Common Driveway the Proportionate Share of each of the Owners from time to time shall be the proportion that the total number of parking spaces in each of the Three Condominiums and the St. Clare’s Development bears to the total number of parking spaces contained within the Total Project at that time.
  - (b) St. Clare’s or Abell, as the case may be, shall not be responsible for its Proportionate Share of the Shared Facilities Costs relating to the Common Driveway, for so long as the St. Clare’s Development is managed, operated and maintained on a not-for-profit basis. Accordingly, until such time as the St. Clare’s Development becomes a “for-profit” development, including without limitation the condominiumization of the St. Clare’s Development and the sale of units therein, the Phase I Condominium, the Phase II Condominium and the Epic Condominium shall contribute equally towards St. Clare’s or Abell’s, as the case maybe, Proportionate Share in the proportion that the total number of parking spaces in each of the Three Condominiums bears to the total number of parking spaces contained within the all of the Three Condominiums at that time;
  - (c) Epic shall not be responsible for its Proportionate Share of the Shared Facilities Costs until such time as the Epic Condominium is registered upon the Epic Lands.
  - (d) Each Owner shall be responsible for the costs associated with those Shared Servicing Systems within their respective lands.
  - (e) The Shared Facilities Costs, including upkeep, maintenance, and snow ploughing with respect to the Type G Loading Facility shall be the sole responsibility of St. Clare’s (or Abell as the case maybe) and Epic.
- 3.2 Any Shared Facilities Costs necessitated by the wilful or negligent act or omission of any party hereto or of any of its occupants, employees, agents, contractors, licensees or invitees shall be paid by that party and not included in the Shared Facilities Costs that are allocated and paid by the parties hereto in the manner set forth in paragraph 3.1 hereof.

#### 4. PARKING GARAGE ACCESS/SECURITY

Westside until the Transfer Date, and thereafter the Phase I Condominium shall be responsible for administering Pass Cards to the respective Owners on behalf of their Authorized Card Holders, and maintaining the Common Driveway ramp access/security system. Westside until the Transfer Date, and thereafter the Phase I Condominium shall promptly provide a Pass Card to an Owner for delivery to an Authorized Card Holder, upon receipt of a written request therefor and reimbursement of the actual cost of purchasing the Pass Card to Westside or the Phase I Condominium, as the case maybe. Authorized Card Holders shall be limited to one Pass Card per Residential Parking Space. Westside agrees to coordinate the design, installation and operation of the ramp access/security system with the respective parking garage security systems of the Owners, in order that any inconvenience to Authorized Pass Holders is minimized.

#### 5. OPERATION, USE AND MANAGEMENT OF THE SHARED FACILITIES

##### 5.1 General Operation and Use of the Shared Facilities

- (a) The Owners, and the owners, residents or tenants (as well as the invitees of said owners, residents and tenants) of dwellings units within the Total Site, shall have use of the Shared Facilities at all times, subject to and in accordance with the Act, the terms and conditions of this Agreement and the Easements.
- (b) Each of the Owners shall be responsible for establishing rules and procedures with respect to the use, operation, staffing, illumination, maintenance and/or repair of those Shared Facilities located within their lands,;
- (c) Each of the Owners shall be responsible for making arrangements for the provision of all requisite utilities and equipment (eg. water and hydro services) security services and/or computer monitoring services and equipment for those Shared Facilities located within their lands, including without limitation, the installation and/or reading of separate consumption or check meters measuring the consumption of utilities supplied to the Shared Facilities;

##### 5.2 The Shared Services

- (a) The Shared Services shall mean those services undertaken and provided with respect to the operation, maintenance and repair of the Common Driveway. Notwithstanding, and without limiting the generality of the foregoing, the Shared Services shall mean the following:
  - (i) maintenance and repair, including renovation or reconstruction as necessary, of the Common Driveway to ensure that same are and will operate in accordance with Acceptable Standards;
  - (ii) preparation and setting of annual budgets with respect to all Shared Services and the Common Driveway and all matters related thereto;
  - (iii) obtaining of any professional services, consultants, opinions, reports and advice with respect to the Common Driveway;
  - (iv) all services relating to contract cleaning in respect of the Common Driveway;
  - (v) all services relating snow and ice removal in respect of the Common Driveway;
  - (vi) administration expenses in respect of the Common Driveway.
- (b) All Shared Services shall be provided expeditiously in a good and workmanlike manner without unnecessary interference with the normal use of the Total Site and/or the Buildings thereby affected or with the benefit of the Easements appurtenant thereto, and, where performed by contract with others, the contract price shall be competitive, except in an emergency in which time did not permit competitive selection.
- (c) The Owners shall promptly notify the other Owners of any maintenance, repair or other attention required of which it becomes aware in respect of the Shared Facilities located in the other Owners' component of the Total Site.

##### 5.3 Maintenance and Repair Work

The inspection, maintenance, repair and/or replacement of any Buildings, installations, structures, improvements reconstruction and/or services pursuant to the Easements, the Declarations, this Agreement

or otherwise including any repair after damage (hereinafter collectively referred to as the "Work") shall be carried out in accordance with the following conditions, provisions and restrictions:

- (a) any Work relating to the Common Driveway shall be carried out and completed under the direction and control of the Declarant of the Phase I Condominium until the Transfer Date, and thereafter by the Phase I Condominium, in accordance with Acceptable Standards;
- (b) any Work relating to the Type G Loading Facility, and coordination of compliance with applicable requirements of the Governmental Authorities in relation the Type G Loading Facility, shall be carried out and completed under the direction and control of St. Clare's, and upon termination or expiration of the St. Clare's Lease, Abell, in accordance with Acceptable Standards;
- (c) any Work relating to the Shared Servicing Systems shall be the responsibility of and carried out under the direction and control of the Owner of the Lands in which such Shared Servicing Systems are located, all at their sole cost and expense, provided however the Owners shall use their best efforts and work together to ensure that such Work is coordinated amongst the Owners where necessary;
- (d) any Work that does not relate to the Shared Facilities shall be the responsibility of and carried out under the direction and control of the Owner of the Lands in which such Buildings, installations, structures, improvements and/or services are located, all at their sole cost and expense;
- (e) the Work shall be carried out as soon as reasonably possible, having due regard, to weather conditions and the availability of labour, materials and equipment, and in accordance with Acceptable Standards; and
- (f) in the event any Buildings, soil or structures or other improvements situate within the applicable property (i.e. the Phase I Lands, Phase II Lands, the Epic Lands and/or the Abell Lands) encompassing the Easement Areas are physically altered or damaged in the course of carrying out the Work, then such alteration or damage shall be forthwith restored and/or repaired (as the case may be) to substantially the same condition as existed prior to such physical alteration or damage having occurred or arisen by the party responsible for such damage or alteration.

#### 5.4 Management of the Shared Facilities

- (a) Each of the Owners shall be responsible for managing those Shared Facilities located within their respective lands.
- (b) Westside until the Transfer Date, and thereafter the Phase I Condominium shall, no later than the 60<sup>th</sup> day before the end of the current fiscal year, submit to the other Owners for approval, the Shared Facilities Budget containing the estimated the cost of the Shared Services for the period expiring at the end of the next fiscal year. The fiscal year shall coincide with fiscal year of the Phase I Condominium.
- (c) Each yearly Shared Facilities Budget shall include the amount of each expense, the particulars of the type, frequency and level of the services to be provided and a projected breakdown of Shared Facilities Costs on a monthly basis, and the fees to be paid in respect of the Shared Services.
- (d) Each of the Owners shall incorporate the Shared Facilities Budget into their respective overall budget.
- (e) Each Condominium Corporation shall provide monthly contributions as set out in the Shared Facilities Budget to an account for the Common Driveway maintained by Westside until the Transfer Date, and thereafter by the Phase I Condominium.
- (f) If unanticipated repairs to the Common Driveway are found to be necessary or whenever, in the opinion of Westside or the Phase I Condominium, as the case may be, any change in the budgeted expenditures makes it desirable to do so, Westside or the Phase I Condominium, as the case maybe, shall submit to the other Owners, a budget supplemental to the yearly Shared Facilities Budget covering the additional expenses to be incurred for the performance of the Shared Services for the then-remaining portion of the current calendar year, and the procedure set out in subparagraphs 5.4(e) and (f) above shall apply to the said supplemental budget.
- (g) Save for repairs required to be done in an Emergency, or required to avoid suspension of any service, Westside or the Phase I Condominium, as the case maybe, shall not make any expenditures in excess of the amount proposed in the Shared Facilities Budget (on a monthly

basis if applicable) approved by the Owners or substantially in excess of any particular item in the approved Shared Facilities Budget.

- (h) The Owners shall:
- (i) in the case of a major Emergency (i.e. those seriously affecting human safety, welfare or vital services, or involving potential or actual large-scale property damage), immediately notify those who are in danger, the appropriate public authorities and the other Owners and act in consultation and co-operation with those authorities and the other Owners in dealing therewith;
  - (ii) in the case of an Emergency that is not major, deal expeditiously therewith in accordance with the exigencies thereof and notify the other Owners as soon as is reasonably possible during business hours.
- (i) In any case in which the cost of any particular item of unanticipated repairs submitted in an approved supplementary budget, or where the cost of a particular item of repair or maintenance provided for in an approved yearly Shared Facilities Budget is estimated to exceed the sum of Five Thousand Dollars (\$5,000.00):
- (i) Westside or the Phase I Condominium, as the case maybe, shall obtain and submit three written quotations therefor;
  - (ii) the Owners shall consider such estimates and make a decision thereon; and
  - (iii) if within seven (7) days of the submission of any estimate, actual or deemed agreement has not been reached by the Owners as to the method and cost of the work, any Owner may submit the matter to mediation and if necessary, ADR pursuant to Article 15 of this Agreement.
- (j) If the cost of any item of the type described in subparagraph 5.4(i) above does not exceed Five Thousand Five Hundred Dollars (\$5,000.00) per annum, Westside or the Phase I Condominium, as the case maybe, may engage any parent or subsidiary corporation or any person, firm or corporation associated, affiliated or otherwise connected with it to perform said work or services provided that the cost of the said work or services shall not exceed the cost which it is reasonably estimated would be incurred if written quotations were obtained.
- (k) If in the opinion of any Owner, Westside or the Phase I Condominium, as the case maybe, is failing to properly carry out its contractual duties, such Owner shall be entitled to give Westside or the Phase I Condominium, as the case maybe, and the other Owners written notice that Westside or the Phase I Condominium, as the case maybe, is in breach of its obligations to perform such duty or duties and unless Westside or the Phase I Condominium, as the case maybe, shall rectify such failure or failures within Fifteen (15) Days after the giving of such notice, then the first-mentioned Owner shall be entitled to have such work carried out as may be necessary to cure such failure or failures and shall be entitled to be reimbursed by the other Owners for its share of the cost of carrying out such work.
- (l) In the event that an Owner completes any repair or other work in an Emergency when Westside or the Phase I Condominium, as the case maybe, was not available or otherwise able to complete such repairs or work, such Owner shall be entitled to be reimbursed to the same extent as if same had been performed pursuant to subparagraph 5.4(k) above.

## 6. THE EASEMENTS

### 6.1 Easements

The parties hereto acknowledge and agree that portions of the lands comprising the Total Site are together with and subject to certain easements ("Easements") as more particularly set out on the registered title thereto.

### 6.2 Invalidity of Easements

To the extent that any of the Easements shall be finally interpreted or adjudged (by a court of competent jurisdiction) as failing to, or incapable of, creating a right or interest in land, any such Easement so adjudged or interpreted shall be deemed to constitute a licence in favour of those parties and for those specific purposes, as set out therein and the parties hereto shall execute any and all documentation that may be required in order to give further effect to this provision. Furthermore, if any of the Easements are not validly created until the registration of the last of the Three Condominiums, such Easement shall be

deemed to constitute a licence in favour of those parties and for those specific purposes, as set out herein, until the registration of the last of the Three Condominiums.

### 6.3 General Use of Easements

- (a) The use and enjoyment of the Easements by the Benefiting Owners, shall be subject to the overriding provisions and/or restrictions set forth in this Agreement.
- (b) With respect to the use of the Easements:
  - (i) the Benefiting Owners, in exercising their rights under the Easements, shall act (and cause any other persons using the Easements to act) in a prudent and reasonable manner and in accordance with all applicable laws so as to minimize (insofar as is reasonably possible) the interference and inconvenience occasioned thereby to the Owner(s) of the Easement Areas;
  - (ii) each of the Owners shall have the right to partially obstruct (on a temporary basis only) an Easement Area (or alternatively, temporarily suspend the benefit of the Easement relating thereto) within its respective lands, in order to maintain and/or repair any Buildings, installations, structures and/or services that said Owner has a duty to maintain and repair under the Declarations or Act, except in the case of an Emergency, upon ten (10) days prior written notice of such partial obstruction or temporary suspension (as the case may be), being given to the Benefiting Owners, provided however, that in the event said maintenance and repair work involves any part of the Shared Facilities, such maintenance and repair work shall only be carried out in accordance with and pursuant to the provisions of Article 5 hereof;
  - (iii) subject to sections 6.3(d) and 6.4 hereof, there shall be no partial obstruction of an Easement Area (or temporary suspension of the Easements relating thereto) for any purpose other than those specifically set out in this section 6.3, without the consent of the Benefiting Owners, unless alternate arrangements with respect to the use and enjoyment of an Easement Area, satisfactory to the Benefiting Owners, acting reasonably, are implemented.
- (c) The temporary suspension of an Easement and/or the partial obstruction of an Easement Area shall be carried out in a reasonable and/or prudent manner so as to minimize the interference or inconvenience occasioned thereby to the Benefiting Owners.
- (d) Subject only to the provisions of this Section 6.3 hereof, there shall be no partial obstruction of the Common Roadway, or the Type G Loading Facility (or any temporary suspension of the Easement(s) providing use and enjoyment of same) unless and until alternative arrangements for both ingress and egress have been implemented.

### 6.4 Use of Declarant's Construction Easement

- (a) The benefit of a Declarant's Construction Easement shall not be partially obstructed or temporarily suspended without the Declarant's prior written consent thereto except in the case of an Emergency.
- (b) In the event that any Buildings, soil, structures or other improvements are damaged, destroyed or materially altered by the Declarant or by its workmen, agents, representatives and/or retained contractors or consultants or by anyone else for whom the Declarant is in law liable or responsible in the course of the exercise of the Declarant's Construction Easement, the Declarant shall be responsible for repairing and restoring same to substantially the same condition as existed prior to such damage, destruction or material alteration.

### 6.5 Relocation of Easements

- (a) An Owner shall have the unilateral right to relocate any of the Easement Areas within its lands. (which relocated easements areas shall be hereinafter referred to as the "Relocated Easement Areas") as well as amend the Easements relating thereto so that same reflect the Relocated Easement Areas (which amended Easements shall be hereinafter referred to as the "Relocated Easements") in order to re-align the Easement Areas with the as-built location of any Building, structure, facility and/or improvements intended to be used pursuant to the Easement or to rectify any encroachment of a Building, structure, facility and/or improvement that was not intended to be part of the Easement Area, provided however that:

- (i) any relocation of an Easement Area and/or amendment of an Easement does not diminish the benefit of the Easement to such an extent that it would no longer be adequate for the purposes intended;
  - (ii) the Owner shall prepare a reference plan delineating the Relocated Easement Areas; and
  - (iii) the Owner shall be responsible for procuring any and all consents from the Governmental Authorities required in connection with the relocation of the Easements, on the understanding that all necessary parties hereto shall co-operate with the Owner in satisfying any conditions imposed with respect thereto.
- (b) The parties hereto shall use their best efforts to procure any such releases and reconveyances as may be required from time to time in order to evidence and confirm the Relocated Easements and/or Relocated Easement Areas, as hereinbefore contemplated, and shall execute any and all documentation and do and suffer any act necessary to give effect to same, and there shall be no additional consideration payable by the parties with respect to the aforesaid release and reconveyance of the relevant Easements, and the transfer, grant and conveyance of the Relocated Easements, provided that the preparation and registration of all of the aforesaid documentation shall be performed by the Declarant, all at its sole cost and expense.

#### 7. FIRE DAMPERS/SHUTTERS/CURTAINS

- 7.1 In the event any fire dampers, shutters or curtains installed in the underground garages within the Total Site are activated, thereby preventing or restricting access to the underground garage within an Owner's lands, the Owners shall use their best efforts and work together to ensure that any fire dampers, shutters or curtains, once activated, are promptly raised or opened when safe to do so. Each of the Owners are responsible for the costs associated with raising or opening the fire dampers, shutters or curtains within their respective lands.

#### 8. SELF-HELP REMEDIES

- 8.1 Notwithstanding anything hereinafter provided to the contrary, it is expressly understood and agreed that in the event that:

- (i) a party hereto has failed to implement, carry out and/or complete any Work that it otherwise has a duty to implement, carry out and/or complete under this Agreement; or
- (ii) any Responsible Party (as hereinafter defined) fails to obtain and maintain the Shared Facilities Insurance (as that term is hereinafter defined) it is obliged to obtain and maintain pursuant to Article 10 hereof;

(for the purposes of this Article the party failing to carry out the Work, obtain and maintain the Shared Facilities Insurance and/or enter into its Shared Trust Agreement, as the case may be, shall be hereinafter referred to as a "Defaulting Party" and the party intending to carry out the Work, obtain and maintain the Shared Facilities Insurance and/or enter into the Shared Trust Agreement, as the case may be, for and on behalf of the Defaulting Party shall be hereinafter referred to as the "Non-Defaulting Party") then provided:

- (iii) written notice has been delivered to the Defaulting Party; and
- (iv) the default set out in the aforesaid written notice has not been rectified within fourteen (14) days of the Defaulting Party's receipt of said notice;

the Non-Defaulting Party shall be entitled to carry out the Work (provided however that the provisions of Section 5.3(e) and (f) hereof shall apply *mutatis mutandis* to said Work) and/or obtain and maintain the Shared Facilities Insurance for and on behalf of the Defaulting Party and the cost incurred by the Non-Defaulting Party in connection with any of the foregoing provisions shall, for all purposes, constitute Shared Facilities Costs to be shared and paid for in accordance with the provisions of Article 3 hereof.

- 8.2 For the purposes of this Article 8, the commencement of any Work by a Responsible Party shall be evidenced by either its institution of a tendering process in respect of the Work, or by the actual implementation or utilization of physical labour and/or materials with respect thereto.
- 8.3 Notwithstanding anything hereinbefore provided to the contrary, each Responsible Party shall be entitled to carry out Work without notice in the case of an Emergency, provided however, that the said party shall make reasonable efforts to give prior notice of the nature of the Emergency and of the nature and scope of the Work necessary in light of the Emergency to the other parties.

- 8.4 The parties hereto hereby covenant and agree that the amount of any costs incurred by a Non-Defaulting Party in connection with any of the foregoing matters shall not be challenged by any of the other parties hereto, unless said amount(s) is clearly demonstrated to be substantially in excess of the reasonable costs and/or expenses that would have otherwise been incurred by the Defaulting Party.

9. **MUTUAL INDEMNITIES**

- 9.1 Each party covenants and agrees to forthwith repair and/or replace any landscaping, equipment or other property (both realty and personalty) within the property of any other party hereto which is altered, damaged or destroyed by any such party or by its residents, tenants, invitees, workmen, agents, representatives, contractors and/or subcontractors, or by anyone else for whom such party is in law responsible or liable (either vicariously or otherwise), in the course of using (or enjoying the benefits of) the Shared Facilities.

- 9.2 Subject to the foregoing provisions of this Article, each of the parties hereto hereby covenant and agree to indemnify and save the other harmless, from and against all claims, costs, damages and/or liabilities which any of them may hereafter suffer or incur as a result of (or in connection with) the other's use, operation, maintenance and/or repair of the Shared Facilities, or any portion thereof, provided however that no party hereto shall be indemnified for its own acts or instances of gross negligence or wilful misconduct.

10. **INSURANCE**

- 10.1 Each of the parties hereto (which parties shall be hereinafter individually referred to as a "Responsible Party" and collectively referred to as the "Responsible Parties") shall obtain and maintain the following insurance with respect to those portions of the Shared Facilities (hereinafter collectively referred to as the "Shared Facilities Insurance") which are completed and which are contained within or situate upon their respective lands (which Shared Facilities shall be hereinafter referred to as their "Respective Portions"):

- (i) public liability insurance with respect to incidents or occurrences happening upon their Respective Portions providing a minimum coverage of \$5,000,000.00 per occurrence;
- (ii) fire and property damage insurance sufficient to cover 100% of the repair and/or replacement cost of all damaged property (both realty and personalty) comprising part of their Respective Portions; and
- (iii) comprehensive boiler, machinery and pressure vessel insurance on a repair and replacement basis, in such amount as would be normally maintained by prudent owners of such buildings and which amount shall initially not be less than \$5,000,000.00 and shall contain a "disputed loss agreement" between the property loss insurers and the boiler and machinery insurers;

in accordance with the applicable provisions of the Act and this Agreement.

- 10.2 Each of the insurance policies maintained pursuant to the foregoing section 10.1, shall:

- (i) not contain any co-insurance clause and name each of the Responsible Parties as a named insured;
- (ii) contain a provision whereby the insurer will not cancel or alter or refuse to renew such policy prior to its expiration, except after sixty (60) days prior written notice to each named insured thereunder;
- (iii) be taken out and maintained with the same insurer, which insurer shall, until the Transfer Date, be chosen by Westside, acting reasonably; and
- (iv) contain waivers of subrogation which cover at a minimum the Insurance Trustee (as hereinafter defined), the directors, officers, managers, agents, employees, invitees, tenants and servants of each of the Owners save and except for arson, fraud, vandalism or wilful misconduct.

- 10.3 Any proceeds arising from the Shared Facilities Insurance shall be payable as follows:

- (i) to the Insurance Trustee with respect to any loss occasioned to any Respective Portions comprising part of (or encompassed within) the description of any of the Three Condominiums; or
- (ii) to St. Clare's, or upon the termination of its Lease, Abell, with respect to any loss occasioned to the Type G Loading Facility; and

(iii) to an Owner if otherwise not yet contained (or encompassed within) a condominium description;

for the purposes of carrying out any Work arising as a result of damage in accordance with Article 5 hereof. In the event there are any surplus funds remaining after the completion of said work the applicable Responsible Party whose Respective Portions has been repaired and/or restored shall be entitled to receive and/or retain all of said surplus funds.

- 10.4 Nothing contained in this Agreement shall be construed to prohibit any of the parties hereto from arranging for additional insurance above and beyond that contemplated herein, provided however, that any premiums with respect to same shall be paid by the party obtaining such additional insurance coverage.
- 10.5 From and after the Transfer Date, the responsibility for procuring the Shared Facilities Insurance shall devolve upon the property for and on behalf of Phase I Condominium.
- 10.6 The Responsible Parties shall obtain an appraisal from one or more independent and qualified appraisers in order to ascertain the full replacement cost of the Shared Facilities whenever they mutually agree that such an appraisal is necessary.
- 10.7 For purposes of greater certainty and clarity there shall be no obligation to obtain insurance with respect to any portion of the Shared Facilities that have not yet been constructed from time to time nor with respect to any boiler, machinery or pressure valves not yet installed and/or operating or that may not be constructed within any of the phases comprising the Total Project.

#### 11. INSURANCE TRUSTEE

- 11.1 Any and all insurance proceeds of any insurance policy in excess of 15% of the replacement cost of the property covered by the insurance policy payable to or for any party hereto for the repair of its assets and attributable to damage to any part(s) of the Shared Facilities (after allowing for any proceeds attributable to damage to other than the Shared Facilities as determined by the Insurer, acting reasonably) shall be held by an insurance trustee mutually agreeable to all Owners (the "Insurance Trustee") and if an Insurance Trustee cannot be agreed upon, the Insurance Trustee shall be appointed in accordance with the arbitration provisions of Article 15 hereof.
- 11.2 The Insurance Trustee appointed in accordance with paragraph 11.1 hereof shall be a trust company registered under the *Loan and Trust Corporations Act* or shall be a chartered bank, with which the parties shall enter into an agreement providing as follows:
- (i) receipt by the Insurance Trustee of any excess proceeds as contained in paragraph 11.1 hereof; and
  - (ii) the holding of such proceeds in trust and disbursement of same in order to satisfy the obligation of each Owner in accordance with Article 12.
- 11.3 If all Owners agree not to rebuild in accordance with clause 12.2, there shall be no requirement for the appointment of an insurance trustee and all insurance proceeds shall be paid to the respective Owners.

#### 12. DAMAGE TO THE BUILDING

- 12.1 If any of the Buildings are damaged to the extent of less than 25% of the gross floor area, the respective Owners shall rebuild, restore and repair same in accordance with this Agreement.
- 12.2 If major damage has occurred to one or more of the Buildings, each Owner shall determine whether the damage extends to more than 25% of the gross floor area of its building and in default of agreement, such determination shall be referred to mediation and if necessary arbitration pursuant to this Agreement.
- 12.3 Where there has been a determination that one or more of the Buildings have been damaged to an extent greater than 25% of its gross floor area, and:
- (i) each such Owner has elected to rebuild, then each such Owner shall expeditiously rebuild, restore and repair its Building at its own expense in a good and workmanlike manner to Acceptable Standards to permit the other Owners and those authorized by it the intended benefit of the Easements;
  - (ii) all Owners have elected not to rebuild, the Owners need not rebuild their respective Buildings; or

- (iii) one or more, but not all, of the Owners has elected not to rebuild, the Owner electing not to rebuild shall inform the other Owners of its election and shall nevertheless rebuild, repair and restore its Servient Portion in such a manner so as not in any material way to adversely affect the use and enjoyment of the Easements and Buildings by the other Owners.

12.4 In the event it is necessary to relocate any of the Easement Areas within the Total Site and/or amend the Easements relating thereto as a result of the repair and restoration of damage to the Shared Facilities, in order to re-align the Easement Areas with the as-built location of any building, structure, facility and/or improvements intended to be used pursuant to the Easement or to rectify any encroachment of a building, structure, facility and/or improvement that was not intended to be part of the Easement Area, the provisions of Section 6.5 hereof shall apply, *mutatis mutandis*, to the relocation and/or amendment of the Easements provided however that any obligations imposed therein upon the Declarant shall be the responsibility of the Responsible Parties.

### 13. TERMINATION OF CONDOMINIUMS

13.1 The obligations and responsibilities contained in this Agreement (including without limitation the obligation to repair after damage set out in Article 12 hereof) shall apply notwithstanding that any one of the Three Condominiums has elected to terminate the government of its lands under the Act, and in the event of such termination each of the unit owners (and for greater certainty it is acknowledged that said unit owners would be owners of the lands which were formerly encompassed within the condominium, as tenants in common) shall be bound by the terms and provisions of this Agreement as if they were original signatories hereto and shall be jointly and severally liable to comply with all the obligations and covenants contained in this Agreement and shall execute such further assurances as may be required or desired by the other Responsible Parties to give full force and effect to this Article 13.

13.2 For the purposes of Section 127(1) of the Act, the obligations arising under this Agreement (including without limitation the obligations contained herein to carry out the Work) shall be deemed to be encumbrances against each unit and their appurtenant common interests contained within the description for each of the Three Condominiums that has been created before the registration of the Declaration (relating thereto).

### 14. THE EASEMENT CHARGE

14.1 In the event that any of the parties hereto shall fail to pay or contribute any monies required to be paid or contributed in accordance with the foregoing provisions of this Agreement (including without limitation any Shared Facilities Costs incurred pursuant to the Self-Help Remedies set out in Article 8) (hereinafter referred to as a "Delinquent Party") within thirty (30) days after receiving written notice from another party hereto (hereinafter referred to as the "Non-Delinquent Party") requesting such monies to be paid or contributed then the Non-Delinquent Party shall be entitled to pay or contribute those monies which the Delinquent Party should have paid or contributed, and all monies so expended shall, until repaid by the Delinquent Party, bear interest at the rate of 24% per annum, calculated and compounded monthly on such amount as is from time to time unpaid, and until so paid, such outstanding amount (together with all interest accruing thereon as aforesaid) shall, to the extent thereof, be and constitute a lien and charge against the Delinquent Party's lands (or common element areas, as the case may be) (hereinafter referred to as the "Easement Charge").

14.2 Subject to the overriding provisions of Section 14.4 hereof, the Easement Charge shall be enforceable by the Non-Delinquent Party in the same manner, and to the same extent, as a real property mortgage or charge, with all of the powers, rights and remedies inherent in, or available to, a mortgagee or chargee when a mortgage or charge of real property is in default pursuant to the provisions of the *Mortgages Act*, R.S.O. 1990, as amended, and/or any other applicable statutory provision or common law principle applicable thereto.

14.3 In the event that the Land Registrar requires the Non-Delinquent Party to apply to a court of competent jurisdiction for any order, direction, advice or authorization prior to such Land Registrar allowing the registered title of the Delinquent Party's lands or common elements to be formally encumbered by the Easement Charge, then the Non-Delinquent Party shall be entitled to forthwith apply to such court for any required order, direction, advice or authorization, and the Delinquent Party shall, for all purposes, be deemed to have consented to any such application so being made for this purpose, and the Delinquent Party shall be forever barred and estopped from bringing or instituting any action, suit, claim or other proceeding to defend, defeat, hinder or delay any such application by the Non-Delinquent Party, or its enforcement of the Easement Charge (save for the institution of arbitration proceedings pursuant to the provisions hereinafter set out, in order to dispute any alleged default and/or the Non-Delinquent Party's entitlement to the Easement Charge). Alternatively, if the Land Registrar permits, the Easement Charge may be enforced by the filing of a caution, a certificate of pending litigation, or any restriction or notice as may be permitted by the provisions of the *Land Titles Act*, R.S.O. 1990, as amended.

- 14.4 The Easement Charge need not be registered against the title to the Delinquent Party's lands (or common elements), assets or appurtenant interests (nor registered elsewhere) in order to enable or entitle the Non-Delinquent Party to maintain or pursue a civil action against the Delinquent Party for breach of this Agreement. However, notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed that the Easement Charge shall not have any priority claim whatsoever over (or in respect of) the interest of any third party (or parties) in or to the Delinquent Party's lands, assets and appurtenant interests, unless and until the Easement Charge (or any notice thereof, or any caution or certificate of pending litigation with respect thereto) has been registered against the title to same, and once such registration occurs, the Easement Charge shall then be deemed to be fully postponed and subordinate to all liens, mortgages, charges, interests and any other encumbrances (including any and all amendments thereto or extensions thereof made from time to time) which are registered against the Delinquent Party's lands and/or appurtenant interests in priority to the registration of the Easement Charge (all hereinafter collectively referred to as the "Prior Charges"), and shall also be deemed to be fully postponed and subordinate to all mortgage advances theretofore made (and thereafter to be made) under any of the Prior Charges.

15. ALTERNATIVE DISPUTE RESOLUTION

- 15.1 The parties agree to use their best efforts to resolve any disputes or matters which may arise between them in respect of the Shared Facilities through good faith negotiations and the parties further agree that they shall resort to legal proceedings or mediation and arbitration against one another only as a last resort. If, after using their best efforts to resolve any such dispute or matter, such dispute or matters cannot be resolved by good faith negotiations, then any such dispute, other than with respect of non-payment of any party's proportionate share of the Shared Facilities Costs, shall be determined in the following manner which for purposes of this Agreement shall be called "ADR".
- 15.2 Whenever ADR is permitted or required under this Agreement or the Act, ADR proceedings may be commenced by the parties in accordance with the following principles and procedures:
- (i) Prior to commencing ADR proceedings, the parties shall use their best efforts to resolve the question or matter in dispute through good faith negotiations conducted at a meeting of the full boards of directors of each party, with the assistance and presence (optional) of legal counsel representing each corporation, all acting with a view to securing a resolution of the question or matter in dispute without further proceedings.
  - (ii) If the parties, with the assistance of legal counsel as set forth in paragraph 15.2(i) above, are unable to resolve the questions or matter in dispute through good faith negotiations, as provided in Section 132 of the Act, the parties shall, within thirty (30) days thereafter, select a mediator qualified by education and training to assist the parties in dealing with the particular questions or matter in dispute, and the parties shall attempt to mediate their differences, and the mediator shall confer with the parties and endeavour to obtain a settlement with respect to the disagreement submitted to mediation. The parties shall initially share equally in the costs of a mediator, however, the settlement shall specify the share of the mediator's fees and expenses that each party is required to pay. Upon obtaining a settlement between and among the parties with respect to the disagreement submitted to mediation, the mediator shall make a written record of the settlement which shall form part of the agreement or matter that was the subject of the mediation.
  - (iii) If good faith negotiations and the mediation process as described in paragraph 15.2(i) and (ii) of this Agreement are exhausted and the parties are still unable to resolve the question or matter in dispute, within thirty (30) days after the mediator delivers a notice to the parties stating that the mediation has failed, the parties agree to submit the question or matter in dispute for resolution by a single arbitrator whose appointment is agreed upon by the parties, and the decision of the arbitrator shall be binding upon the parties hereto, and no legal recourse shall be exercised by any party hereto with respect to the question or matter in dispute until the arbitration has been completed.
  - (iv) The parties shall meet and attempt to appoint a single arbitrator who is well qualified with education and training to pass upon the particular question or matter in dispute. In the event that the parties are unable to agree upon a single arbitrator, each party shall appoint one arbitrator within seven (7) days of the meeting and notify the other party or parties. The arbitrators so appointed shall, within seven (7) days of the appointment of the last arbitrator so appointed, choose a single arbitrator who is qualified by education and training to pass upon the particular question or matter in dispute. If any party neglects or refuses to name an arbitrator within seven (7) days of being requested to do so by the other party, the arbitrator named by the first party shall proceed to resolve the dispute in accordance with *Arbitrations Act, 1991* (Ontario) and the parties agree that the arbitrator's decision shall be final and shall not be subject to appeal by any party other than on a question of law in accordance with Subsection 45(2) of the *Arbitrations Act, 1991*

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or pursuant to a specific ground for appeal or for setting aside the arbitrator's award pursuant to Section 46 of the *Arbitrations Act, 1991*.

- (v) The decisions and reasons of the arbitrator shall be made within thirty (30) days after the hearing of the question or matter in dispute, and the decisions and reasons shall be drawn up in writing and signed by the arbitrator who shall also be entitled to award costs of the ADR. The compensation and expenses of the arbitrator shall initially be paid in equal proportions by each party, subject to the final outcome and any award being made as to costs of the ADR.
- (vi) Where ADR is required by this Agreement, commencement and completion of such ADR in accordance with this Agreement shall be a condition precedent to the commencement of an action at law or in equity in respect of the question or matter in dispute being arbitrated.

15.3 For clarity, notwithstanding the nature of the dispute, until the questions or matter in dispute is finally determined by ADR, the disputing party shall continue to perform all work and services required to be performed by it and to pay all amounts required to be paid by it in accordance with this Agreement.

15.4 Subject always to the parties agreeing to any modifications thereto, the mediation shall be conducted generally in accordance with the Rules of Procedure for the conduct of mediations by the mediator so chosen and the ADR shall be conducted generally in accordance with the Rules of Procedure for the conduct of ADR by the arbitrator so chosen and also in accordance with the provisions of the *Arbitrations Act, 1991* (Ontario). Any dispute, difference, issue or question arising between the parties hereto which concerns (or touches upon) the validity, construction, meaning, performance or effect of this agreement, or the rights and liabilities of the parties hereto, or with respect to any matter arising out of (or connected with) this agreement, shall be referred to (and resolved by) arbitration pursuant to the *Arbitration Act, 1991*, as amended, in accordance with the overriding provisions set out in this Article. The substantive rules of law applicable to the dispute being arbitrated pursuant to the provisions hereof shall be those of the Province of Ontario, and the arbitration decision so rendered shall be binding upon the parties hereto, and their respective successors and assigns, and shall not be subject to appeal under any circumstances (whether with respect to a question of law, a question of fact, a question of mixed fact and law, or otherwise).

## 16. RELEASES

16.1 Notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed that upon the registration of each of the Three Condominiums, the respective Declarant thereof shall be automatically released, relieved and fully discharged from any and all further obligations and liabilities arising from (or in connection with) such condominium under this Agreement or any successor agreement, and thereafter forthwith upon the request of the Declarant, the parties hereto shall each execute a formal release of the Declarant in order to evidence and confirm the foregoing cessation of the Declarant's obligations and liabilities, together with such further documents and assurances as the Declarant may reasonably require in connection therewith.

16.2 It shall be a condition precedent to any sale, transfer, long term lease, mortgage or other disposition of all or any part of the Total Site by an Owner, or to the registration of a condominium under the Act on any part of the Total Site, respectively, (in this paragraph the party hereto that effects any such sale, transfer or other disposition or registration is referred to as the "Transferor") that the person acquiring all or any part of such lands or an interest therein (or, if applicable, the registered Condominium Corporation in accordance with a validly enacted and registered by-law of the said Condominium Corporation) (the "Transferee") enters into an agreement with the other parties to this Agreement, in form satisfactory to the other parties, acting reasonably, agreeing to be bound by the provisions of this Agreement and agreeing to assume the obligations and liabilities of the Transferor hereunder, whether arising before or after the date of such sale, transfer or other disposition. Any reasonable legal expenses incurred by the other parties in connection with such agreement shall be reimbursed to the other parties by the Transferor. Each transfer or conveyance by an Owner shall contain a provision wherein the Transferee acknowledges that it claims the benefits of the covenants on the part of the Transferor and takes title to the relevant portion of the Lands or an interest therein subject to all of the obligations and burdens of the Transferor. A party which has sold, transferred or otherwise disposed of all or a part of its lands or an interest in its lands to a person that has provided the agreement required herein shall be released and discharged from all liabilities and obligations with respect to such lands or part thereof or interest therein, as the case may be, under this Agreement accrued or arising after the date of such sale, transfer or disposition. Notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed that upon the registration of a condominium under the Act, upon the created Condominium Corporation's executing an agreement assuming the respective Owner's obligations under this Agreement in accordance with a validly enacted and registered by-law of the Condominium Corporation, the said Owner shall be automatically released, relieved and fully discharged from any and all further obligations and liabilities arising from (or in connection with) this Agreement or any successor agreement, and thereafter forthwith upon the request of the said Owner, the parties hereto shall each execute a formal

release of the said Owner in order to evidence and confirm the foregoing cessation of the Owner's obligations and liabilities, together with such further documents and assurances as the Owner may reasonably require in connection therewith. Notwithstanding the foregoing, no owner of a unit in a Condominium, mortgagee or tenant thereof shall be required to enter into an assumption agreement or otherwise comply with the provisions contained herein.

## 17. NOTICES

17.1 All notices required or desired to be given to any of the parties hereto in connection with this Agreement, or arising herefrom, shall be in writing, and shall be hand delivered to an officer or director of the intended party at the following address, or be delivered by registered mail to the intended party at the following address [and if so mailed, same shall be deemed to have been delivered, received and effective on the 3rd day (excluding Saturdays, Sundays and statutory holidays) following the day on which such notice was mailed]:

- (a) to the Declarant or Westside – 120 Lynn Williams Street, Suite 2A Toronto, Ontario, M6K 3N6
- (b) to the Phase I Condominium - c/o its property manager at: 150 Sudbury Street, Management Office, Toronto, Ontario
- (c) to the Phase II Condominium - c/o its property manager at: 170 Sudbury Street, Management Office, Toronto, Ontario
- (d) to the Epic Condominium – c/o its property manager at: 48 Abell Street, Toronto, Ontario
- (e) to Abell - 28 Industrial Street, Suite 203, Toronto, Ontario, M4G 1Y9, Attention: President
- (f) to St. Clare's – c/o its property manager at 180 Sudbury Street, Toronto, Ontario.

17.2 Any party hereto may, from time to time, by written notice to the other party hereto, delivered in accordance with the foregoing provisions, change the address to which its notices are to be delivered.

## 18. REGISTRATION OF THIS AGREEMENT

18.1 The parties hereto hereby consent to the registration of this Agreement against the title to the Total Site, and hereby acknowledge, confirm and agree that this Agreement shall be deemed and construed to run with the title to each of the Phase I Lands, Phase II Lands, Abell Lands and the Epic Lands, respectively.

18.2 Each Declarant further covenants and agrees that upon the registration of the Phase II Condominium and the Epic Condominium, it shall cause same to enter into an agreement with the parties hereto that is substantially the same as this Agreement, or to simply execute a counterpart of this Agreement, in order to be bound by all the terms, provisions and conditions contained herein, as if such condominium had been an original party to this Agreement in the place and stead of the Declarant. Moreover, notwithstanding anything provided in this Agreement to the contrary, it is expressly understood and agreed that as and when each of the Three Condominiums is registered, the relevant Declarant shall be automatically released and forever discharged from all of its covenants, obligations and liabilities arising under this Agreement with respect to such condominium.

## 19. ESTOPPEL CERTIFICATE

19.1 Each of the parties hereto (and a Declarant on behalf of any of the Three Condominiums which is not yet registered) (hereinafter referred to as a "Receiving Party") shall, within ten (10) days after receiving a written request (hereinafter referred to as a "Certificate Request") accompanied by payment of a fee not in excess of \$100.00 plus all applicable taxes thereon (or such higher fee as may be appropriate based on inflationary fee increases), from or by any party interested in the status of this Agreement (hereinafter called the "Requesting Party"), execute, acknowledge and deliver to the Requesting Party a certificate (hereinafter called the "Certificate") confirming:

- (i) whether this Agreement has been modified and if so, the nature of such modifications, and confirming that it is in full force and effect;
- (ii) whether or not the terms and provisions of this Agreement have been complied with to date, and whether or not there is any outstanding default alleged (or complained of) by or against any of the parties hereto and a Declarant as well as the nature and extent of the default so alleged;
- (iii) whether or not any Work has been (or is presently being) performed by any of the parties hereto or a Declarant for which the costs will be claimed or charged against any of the other parties hereto pursuant to provisions of this Agreement.

- 19.2 Notwithstanding any provision contained herein to the contrary, nothing shall be charged to (or levied against) a Declarant if any of them requests (or any authorized agent or representative of a Declarant requests) a Certificate pursuant to this Article 19.
- 19.3 The contents of the Certificate may be pleaded as (and shall constitute) a complete defence by the Requesting Party to any litigated claim or action that is inconsistent with the facts recited in the Certificate.
- 19.4 If a Receiving Party fails to execute and deliver to the Requesting Party the Certificate so requested from them, within ten (10) days after receiving the Certificate Request and the accompanying fee, then they shall be deemed to have certified to the Requesting Party that:
- (i) there is no outstanding default by any of the Owners, as the case maybe; and
  - (ii) no Work has been (or is presently being) performed by any of the Owners, as the case maybe, for which the cost of same is (or may be) claimed or charged against any of the Owners, pursuant to the provisions of this Agreement.

**20. RECIPROCAL BENEFIT AND BURDEN**

- 20.1 The parties hereto hereby expressly declare their mutual intention that the principles of reciprocal benefit and burden shall apply to their relationship, and as such, it is hereby acknowledged and agreed that each of the easements, rights and privileges hereinbefore set forth establishes a basis for the mutual/reciprocal use and enjoyment of certain parts of the Total Site, including the Shared Facilities, which are intended to be used and enjoyed by each of Owners to varying degrees. As an integral and material consideration for the continuing right to the use and enjoyment by each of the Owners of such easements, rights and privileges (as are confirmed in this Agreement, or incorporated herein by way of counterpart agreement), each of the parties hereto hereby accepts (and agrees to assume) the burdens and obligations imposed upon them by virtue of this Agreement.

**21. CONSTRUCTION LIENS**

- 21.1 Each of the parties hereto covenants and agrees to forthwith make any required payment or filing of any security, so as to forthwith remove any construction lien (claimed in respect of a supply of materials and/or the provision of services contracted for by it) which encumbers the other party's lands, by no later than thirty (30) days after the receipt of a written request to do so delivered by or on behalf of any of the other parties hereto, including the Declarant, failing which, such other of the parties hereto, including the Declarant may make the payment or post the security required to remove such construction lien from title, and thereafter seek reimbursement for all monies expended (and costs incurred) in doing so from the defaulting party.

**22. SUCCESSORS AND ASSIGNS**

- 22.1 This Agreement shall enure to the benefit of, and be correspondingly binding upon, the parties hereto and their respective successors and assigns.

**23. REFERENCES TO PARTIES**

- 23.1 Notwithstanding anything provided in this Agreement to the contrary, it is expressly understood and agreed by the parties hereto that:
- (i) any reference to any of the Owners in this Agreement, where the context pertains to the use or enjoyment of an easement (or some other right, benefit or interest), shall be deemed to include such party's duly authorized agents, representatives, employees, contractors and/or subcontractors, and shall also specifically include the unit owners thereof and their respective tenants, residents and invitees; and
  - (ii) any reference to the Declarant in this Agreement, where the context pertains to the use or enjoyment of an easement (or some other right, benefit or interest), shall specifically include the Declarant and the condominium corporations which are ultimately created on the Total Site, and their duly authorized agents, representatives, employees, contractors and/or subcontractors, together with all of the unit owners of said condominium corporations, and their respective tenants, residents and invitees.

24. **FURTHER ASSURANCES**

- 24.1 The parties hereto hereby covenant and agree to forthwith execute all further documents, instruments and assurances as may be necessary or required in order to carry out the true intent of these presents, and to register this Agreement (or notice thereof) against the title to the lands comprising the Total Site. Without limiting the generality of the foregoing, the parties hereto hereby covenant and agree to execute all such further documents, instruments and agreements as may be required in order to realign the boundaries of the Shared Easement Areas so that same align more accurately with the final location thereof, as finally constructed. Moreover, each of the parties hereto specifically covenants and agrees to execute, forthwith upon the request of an Owner as is necessary and at no cost to the Declarant or to any other party hereto:
- (i) such further or supplementary Shared Facilities Agreements pertaining to (and generally confirming) those matters and details more particularly set out herein, and containing such additional provisions as such Owner may deem necessary or desirable in order to more accurately reflect the sharing of the Shared Facilities between the parties, but in no case derogating in any material respect from the overall nature and intent of this Agreement;
  - (ii) whatever releases or other documents are required in order to delete this Agreement from title to any lands which do not or will not form part of the Total Site. In this regard, the parties acknowledge and agree that because the precise location of the lands to be included in the Total Site is not presently known and because there is currently no registerable legal description for the Total Site available, that this Agreement may be registered against lands owned by a party which will not form part of the Total Site. Accordingly, the parties agree from time to time to execute the releases or other documents requested by an Owner in order to delete this Agreement from title to any lands which do not or will not form part of the Total Site; and
  - (iii) such documents, releases and assurances as an Owner may require in order to evidence and confirm the cessation of an Owner's obligations and liabilities hereunder with respect to the Total Site, and the release of all claims by the parties hereto against the Declarant arising from, or in connection with this Agreement or any supplementary or further Shared Facilities Agreements.
- 24.2 Notwithstanding anything hereinbefore provided to the contrary, it is expressly understood and agreed that if a counterpart of this Agreement is duly executed by any of the Owners (as and when same are created) with or without an Owner as additional signatories thereto (which incorporates all material aspects of this Agreement and the overall nature and intent hereof, but which is not executed by any of the other parties hereto), in lieu of any of the supplementary agreements referred to in paragraph 24.1(i) hereof (which would require the execution thereof by each of the Owners), then any such party which does not execute such counterpart agreement shall nevertheless be bound by all of the terms and provisions of the said counterpart agreement as if it had duly executed same.
- 24.3 At the time of the preparation of this Agreement, pre-sales for the Epic Condominium have not yet begun and it is possible that the development of the Epic Condominium may be substantially different from what is contemplated as of the preparation of this Agreement. Accordingly, the parties agree that if in fact, the Epic Condominium is developed in a manner substantially different from as contemplated in this Agreement, or is not constructed at all, they will co-operate in amending this Agreement so that it takes into account the changes to the development of the Epic Condominium.

25. **MISCELLANEOUS PROVISIONS**


- 25.1 This Agreement is subject to compliance with the subdivision and part-lot control provisions of the *Planning Act, R.S.O. 1990*, as amended.
- 25.2 The headings used throughout the body of this Agreement form no part hereof, but shall be deemed to be inserted for convenience of reference only.
- 25.3 This Agreement shall be read and construed with all changes in gender and/or number as may be required by the context.
- 25.4 If any clause or section of this Agreement shall be determined by a court of competent jurisdiction to be illegal or unenforceable, then such clause or section shall be considered separate and severable from the rest of this Agreement, and the remaining provisions hereof shall remain in full force and effect, and shall continue to be binding upon the parties hereto as though the said illegal or unenforceable clause or section had never been included.
- 25.5 This Agreement may be executed in one or more counterparts, each of which when so executed shall constitute an original, and all of which shall together constitute one and the same agreement.

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25.6 Wherever this Agreement allows a party to exercise its discretion or to act unilaterally, such exercise of discretion or actions shall be carried out honestly and in good faith.

IN WITNESS WHEREOF the parties hereto have hereunto caused to be affixed their corporate seals, duly attested to by their respective proper signing officers authorized in that behalf.

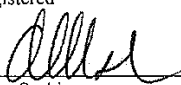
**TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2249**

Per:   
Name: Alan Saskin  
Title: President  
I have authority to bind the Corporation.

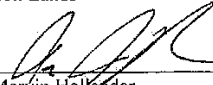
**WESTSIDE GALLERY LOFTS INC. in its capacity as owner of the Phase II Lands and on behalf of the Phase II Condominium**

Per:   
Name: Alan Saskin  
Title: President  
I have authority to bind the Corporation.

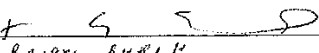
**EPIC ON TRIANGLE PARK INC. in its capacity as owner of the Epic Lands and on behalf of the Epic Condominium, once same is registered**

Per:   
Name: Alan Saskin  
Title: President  
I have authority to bind the Corporation.

**ABELL INVESTMENTS LIMITED in its capacity as owner of the Abell Lands**

Per:   
Name: Mervin Hollander  
Title: Vice-President  
I have authority to bind the Corporation.

**ST CLARE'S MULTIFAITH HOUSING SOCIETY in its capacity as owner of the leasehold interest in the Abell Lands**

Per:   
Name: Brian Burkin  
Title: President  
I have authority to bind the Corporation.



**Document General**  
Form 4 - Land Registration Reform Act

**D**

<p style="writing-mode: vertical-rl; transform: rotate(180deg); font-size: small;">FOR OFFICE USE ONLY</p> <p style="text-align: center; font-size: 2em; font-weight: bold;">AT 3103107</p> <p style="text-align: center;">CERTIFICATE OF RECEIPT RÉCEPISSE TORONTO (66)</p> <p style="text-align: center; font-size: 1.2em;">2012-08-16 13:06</p> <p style="text-align: center;"> <b>LAND REGISTRAR</b></p> <p style="font-size: x-small;">New Property Identifiers <span style="float: right;">Additional: See Schedule <input type="checkbox"/></span></p> <p style="font-size: x-small;">Executions <span style="float: right;">Additional: See Schedule <input type="checkbox"/></span></p>	<p>(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/> (2) Page 1 of 19 pages</p> <p>(3) Property Identifier(s) 76249-0001 LT Block to 76249-0860 LT Property (both inclusive) &amp; 21298-0447 LT Additional: See Schedule <input type="checkbox"/></p> <p>(4) Nature of Document <b>NOTICE Under Section 71 of the Land Titles Act</b></p> <p>(5) Consideration Dollars \$</p> <p>(6) Description Firstly: All Units on all Levels, together with their appurtenant common interests, comprising Toronto Standard Condominium Plan No. 2249, City of Toronto; and Secondly: Part of the Ordnance Reserve, Plan Ordnance Reserve designated as Part 6 on Plan 66R-26215 and Parts 28, 29, 31, 40 &amp; 42 on Plan 66R-25068, save and except Parts 3 and 4 on Plan 66R-26215, City of Toronto.</p> <p style="text-align: right;">Land Titles Division of the Toronto Registry Office (No. 66)</p> <p>(7) This Document Contains (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/></p>													
	<p>(8) This Document provides as follows: <b>See Agreement attached</b></p> <p style="text-align: right; font-size: x-small;">Continued on Schedule <input checked="" type="checkbox"/></p>													
	<p>(9) This Document relates to Instrument number(s)</p>													
	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; font-size: x-small;">(10) Party(ies) (Set out Status or Interest) Name(s)</td> <td style="width:20%; font-size: x-small;">Signature(s)</td> <td style="width:30%; font-size: x-small;">Date of Signature Y M D</td> </tr> <tr> <td>TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2249</td> <td style="text-align: center;"></td> <td style="text-align: center;">2012 08 14</td> </tr> <tr> <td>We have authority to bind the Corporation</td> <td style="text-align: center;"></td> <td style="text-align: center;">2012 08 14</td> </tr> <tr> <td></td> <td style="text-align: center;">David Mandell - Secretary</td> <td></td> </tr> </table>	(10) Party(ies) (Set out Status or Interest) Name(s)	Signature(s)	Date of Signature Y M D	TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2249		2012 08 14	We have authority to bind the Corporation		2012 08 14		David Mandell - Secretary		
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TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2249		2012 08 14												
We have authority to bind the Corporation		2012 08 14												
	David Mandell - Secretary													
<p>(11) Address for Service 120 Lynn Williams Street, Suite 2A, Toronto, Ontario M6K 3N6</p>														
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; font-size: x-small;">(12) Party(ies) (Set out Status or Interest) Name(s)</td> <td style="width:20%; font-size: x-small;">Signature(s)</td> <td style="width:30%; font-size: x-small;">Date of Signature Y M D</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	(12) Party(ies) (Set out Status or Interest) Name(s)	Signature(s)	Date of Signature Y M D											
(12) Party(ies) (Set out Status or Interest) Name(s)	Signature(s)	Date of Signature Y M D												
<p>(13) Address for Service</p>														
<p>(14) Municipal Address of Property <b>150 Sudbury Street Toronto, Ontario M6J 3S8</b></p>	<p>(15) Document Prepared by: <b>Michael J. Baum Harris, Sheaffer LLP 4100 Yonge Street Suite 610 Toronto, Ontario M2P 2B5</b></p> <p style="text-align: right; font-size: x-small;">120707</p>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; font-size: x-small;">FOR OFFICE USE ONLY</td> <td style="width:50%; font-size: x-small;">Fees and Tax</td> </tr> <tr> <td> </td> <td>Registration Fee</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td>Total</td> </tr> </table>	FOR OFFICE USE ONLY	Fees and Tax		Registration Fee								Total
FOR OFFICE USE ONLY	Fees and Tax													
	Registration Fee													
	Total													

Land Titles Act  
Application to register Notice of an  
unregistered estate, right, interest or equity  
Section 71 of the Act

TO: The Land Registrar for the Land Titles Division of the Toronto Registry Office (No. 66)

I, MICHAEL M. BAUM, am the solicitor for Toronto Standard Condominium Corporation No. 2249.

I confirm that the applicants have an unregistered estate, right, interest or equity in the land described as all of PINs 76249-0001 (LT) to 76249-0860 (LT), inclusive.

The lands are registered in the name of Westside Gallery Lofts Inc. as to PINs 76249-0001 (LT) to 76249-0860 (LT), inclusive, and PIN 21298-0447 (LT).

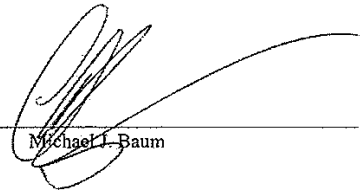
I hereby apply under Section 71 of the Land Titles Act for the entry of a Notice in the register for the said parcels.

The Notice is for an indeterminate period.

The address for service of the applicant is:

c/o 120 Lynn Williams Street  
Suite 2A  
Toronto, Ontario  
M6K 3N6

Dated: July 16, 2012

  
\_\_\_\_\_  
Michael J. Baum

**SHARED FACILITIES AGREEMENT**

THIS AGREEMENT MADE as of the 16<sup>th</sup> day of July, 2012.

BETWEEN:

**TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2249**

a condominium corporation created by the registration of a declaration and description on the 16<sup>th</sup> day of July, 2012 in the Land Titles Division of the Toronto Registry Office (No. 66) as Instrument No. AT3073995.

(hereinafter referred to as the "Phase I Condominium Corporation")

- and -

**WESTSIDE GALLERY LOFTS INC.**

a corporation incorporated pursuant to the laws of the Province of Ontario, in its capacity as owner of the Phase II Lands and on behalf of the Phase II Condominium, once same is registered.

(hereinafter referred to as the "Declarant")

**WHEREAS** the Phase I Condominium is situate on the north side of Sudbury Street in the City of Toronto comprising the property included in Toronto Standard Condominium Plan No. 2249 registered in the Land Titles Division of the Toronto Registry Office (No. 66) and municipally known as 150 Sudbury Street, Toronto, Ontario;

**AND WHEREAS** the Declarant is the registered owner of the Phase II Lands (as that term is hereinafter defined) on which lands the Declarant intends to develop and register the Phase II Condominium (as that term is hereinafter defined);

**AND WHEREAS** the Phase I Condominium Corporation and the Declarant (in its capacity as owner of the Phase II Lands and on behalf of the Phase II Condominium) have entered into this Agreement in order to provide for the mutual use, maintenance, cost-sharing and other matters relating to the Shared Facilities (as that term is hereinafter defined) as well as to regulate and govern the use and enjoyment of various easements over and/or benefiting all or various portions of the Total Site (as that term is hereinafter defined);

**AND WHEREAS** it is acknowledged and agreed that the Declarant is entering into this Agreement for and on behalf of the Phase II Condominium, and on the express understanding that as and when same is registered as a separate condominium corporation, it shall assume all covenants and obligations of the Declarant relating thereto as set forth herein, and correspondingly the Declarant shall thereupon be automatically released, relieved and forever discharged from said obligations and/or liabilities;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration and the sum of TEN (\$10.00) DOLLARS of lawful money of Canada now paid by each of the parties hereto to the other (the receipt and sufficiency of which is hereby expressly acknowledged), the parties hereto hereby covenant and agree, to and with each other, as follows:

**ARTICLE 1.00 - RECITALS**

1.01 The parties hereto hereby confirm the veracity of the foregoing recitals, and agree with same, both in substance and in fact.

**ARTICLE 2.00 - DEFINITIONS**

2.01 **General Terms**

The terms "common elements", "units", "common expenses", "common interest", "board of directors", "description", "by-laws" and "rules" shall have the same meanings as are ascribed to such terms pursuant to the Act (as hereinafter defined), and their use herein shall have specific reference to the Two Condominium Corporations.

2.02 Specific Terms

In addition to any other words, terms or phrases specifically defined elsewhere in this Agreement, the terms or phrases set out below shall have the meanings respectively ascribed to them as follows:

- a) **“Acceptable Standards”** shall mean:
  - i) with respect to any equipment, device, apparatus or system: efficient and safe operating capability for its intended purpose(s) in accordance with the standards specified by its manufacturer(s)/supplier(s) and prescribed by all applicable laws, regulations and by-laws; and
  - ii) with respect to any structural or other non-operating element, part or component: good repair, having regard to the standards maintained by a prudent owner of a comparable building of comparable age;
- b) the **“Act”** shall mean the *Condominium Act, 1998*, S.O. 1998, as amended, together with any successor legislation intended to replace or supersede same;
- c) **“Agreement”** shall mean the within agreement and all written amendments hereto and all schedules referred to herein;
- d) the **“Amenity Unit”** shall mean Unit 48 on Level A in the Phase I Condominium as well as any other units designated as such in the Declaration of the Phase II Condominium;
- e) the **“Benefitting Owners”** shall mean those owners of the dominant tenement with respect to the Easements (as that term is hereinafter defined) that are entitled to the benefit of same, provided however, that for the purposes of giving and receiving notice(s), procuring consents and for the purposes of carrying out any Work (as that term is hereinafter defined) or repairing and/or restoring any damage or alterations, all as contemplated in Article 7.00 hereof, **“Benefitting Owners”** shall mean the condominium corporation(s) (for and on behalf of the unit owners therein) created over all or any portion of the aforesaid dominant tenement;
- f) the **“Buildings”** shall mean the buildings constructed on the Total Site;
- g) the **“Declarant”** shall mean Westside Gallery Lofts Inc. and its successors and assigns;
- h) the **“Declarations”** shall mean the declarations of the Two Condominium Corporations (as hereinafter defined) whether same have been registered as of the date of this Agreement or are registered at any time thereafter and the term **“Declaration”** shall mean the specific declaration of the particular condominium (comprising one of the Two Condominium Corporations) dictated by the context in which said term is used;
- i) **“Emergency”** shall mean any circumstance(s) or event(s) involving danger to, or the safety of, persons, danger of property damage or loss and/or the suspension of any utility or service to any one or both of the Two Condominium Corporations whether actually occurring or imminent;
- j) the **“Governing Documents”** shall mean the Declarations and this Agreement, collectively;
- k) the **“Governmental Authorities”** shall mean the City of Toronto, and all other governmental authorities or agencies having jurisdiction over the Total Site;
- l) **“Owner”** shall mean with respect to the Phase I Lands, the Phase I Condominium Corporation and with respect to the Phase II Lands, the Phase II Condominium Corporation including their respective successors, in title, and until such time as a condominium is registered on the Phase II Lands, the Owner of such lands shall be the Declarant;
- m) the **“Phase I Condominium”** or **“Phase I Condominium Corporation”** shall mean Toronto Standard Condominium Plan No. 2249 created upon those lands and premises described in Schedule “A” of the Declaration thereof (and which lands are hereinafter referred to as the **“Phase I Lands”**);
- n) the **“Phase II Condominium”** shall mean the condominium to be registered upon those lands and premises situate in the City of Toronto being Part of the Ordnance Reserve, Plan of Ordnance Reserve, designated as PART 6, Plan 66R-26215 and PARTS 28, 29, 31, 40 and 42, Plan 66R-25068, save and except PARTS 3 and 4, Plan 66R-26215 (which lands are hereinafter referred to as the **“Phase II Lands”**);

- o) the "Proportionate Share" shall mean the share of the Shared Facilities Costs to be borne by each of the Two Condominium Corporations and which Proportionate Share shall be determined as set out in Article 3.00 hereof;
- p) the "Shared Facilities" shall mean the Amenity Unit and all fixtures, furnishings, finishes, equipment, services, wires, pipes, cables, conduits and systems, serving, ancillary and/or benefiting the Amenity Unit, including without limitation, all pertinent portions of the storm and sanitary sewer systems, and the gas, domestic water, plumbing, ventilation, hydro-electric, energy management, computer monitoring and fire protections systems (as well as portions of various ancillary mechanical and electrical fixtures, cables, valves, meters and equipment appurtenant thereto), which provide services to the Amenity Unit;
- q) the "Shared Facilities Budget" shall mean the budget outlining the projected Shared Facilities Costs for the 12 month period immediately following the preparation and submission of same to the Two Condominium Corporations, which is prepared in accordance with the terms and provisions of this Agreement;
- r) the "Shared Facilities Costs" shall mean the aggregate of all costs and expenses incurred in connection with maintenance, repair and operation of the Shared Facilities, including without limitation, the cost of water services, maintaining and repairing all electrical and mechanical equipment, fixtures and installations, and furnishings, and together with the amount of any municipal, provincial or federal taxes and/or common expense assessments attributable to the Shared Facilities (or any portion thereof);
- s) the "Shared Facilities Manager" shall be the party designated pursuant to Article 9 to govern use of the Shared Facilities pursuant to the terms of this Agreement;
- t) the "Shared Unit(s)" shall mean the Amenity Unit, together with any other unit(s) in the Total Project so designated from time to time benefiting the Two Condominium Corporations exclusively;
- u) the "Total Project" shall mean all of the buildings, structures, improvements and installations intended to be constructed upon the Total Site and contained (or to be contained) within the descriptions for the Two Condominium Corporations;
- v) the "Total Site" shall mean the Phase I Lands and the Phase II Lands, collectively;
- w) the "Transfer Date" shall mean the earlier of:
  - (i) the date upon which the last of the Two Condominium Corporations has been registered as a separate condominium pursuant to the provisions of the Act by the Declarant and all residential units and commercial units therein have been sold and conveyed by the Declarant; and
  - (ii) such earlier date at the Declarant may determine in its sole and unfettered discretion;
- x) the "Two Condominium Corporations" shall mean the Phase I Condominium Corporation and the Phase II Condominium Corporation, collectively;

**ARTICLE 3.00 - RESPONSIBILITY FOR PAYING THE SHARED FACILITIES COSTS**

3.01 It is understood and agreed that the Shared Facilities Costs shall be allocated and paid on the basis that the Proportionate Share of each of the Two Condominium Corporations from time to time shall be the proportion of the total gross floor area that each condominium plan bears to the total gross floor area in the registered condominium plans within the Total Project at that time.

For greater certainty, it is understood and agreed that as of the date of this Agreement, it is anticipated that the gross floor area of the Phase I Condominium shall be 272,927 sq. ft. and the gross floor area of the Phase II Condominium shall be 167,565. As a result, the Proportionate Share allocated to each Condominium Corporation is as follows:

Phase I Condominium	62%
Phase II Condominium	38%

In the event that the gross floor area in any of the Two Condominium Corporations increases or decreases in the future, then there shall be a corresponding adjustment in each Condominium Corporation's Proportionate Share.

- 3.02 The cost of any services necessitated by the wilful or negligent act or omission of any party hereto or of any of its occupants, employees, agents, contractors, licensees or invitees shall be paid by that party and not included in the Shared Facilities Costs that are allocated and paid by the parties hereto in the manner set forth in paragraph 3.01 hereof.

**ARTICLE 4.00 - OWNERSHIP OF THE SHARED UNITS**

- 4.01 a) Ownership of the Shared Units shall ultimately be shared by the Two Condominium Corporations as tenants-in-common. Each of the condominiums comprising the Two Condominium Corporations shall receive a proportionate tenancy-in-common interest in the Shared Units equivalent to their Proportionate Share.
- b) The actual transfer of ownership of the Shared Units by the Declarant to the Two Condominium Corporations, as tenants-in-common in accordance with their respective Proportionate Interest shall occur no later than 60 days after the Transfer Date.
- c) Once ownership of the Shared Units has been transferred by the Declarant to any one or both of the Two Condominium Corporations as aforesaid, any further sale, transfer, mortgage, charge, encumbrance or other conveyance of registered and/or beneficial title to same shall require [in addition to any other approvals required pursuant to the provisions of the Act and/or the Declaration(s)] the prior written consent of the other co-tenant of the Shared Units, together with the prior approval of two-thirds of the unit owners in the condominium corporation(s) purporting to sell, transfer, mortgage, charge or encumber its/their ownership interest therein (with such unit owner(s) approval being procured from owners who are present, in person or by proxy, at a meeting duly called for the purpose of obtaining such approval).
- d) Any instrument or other document purporting to sell, transfer, convey, mortgage, charge or encumber the ownership interest(s) of either of the Two Condominium Corporations in the Shared Units, in contravention of the foregoing provisions, shall be null and void and of no force and effect.

**ARTICLE 5.00 - USE OF THE SHARED FACILITIES**

5.01 **General Use of the Shared Facilities**

- a) Subject to the Act, the use of the Shared Facilities by the Two Condominium Corporations and by the owners, residents and tenants (as well as the invitees of said owners, residents and tenants) of units therein shall, at all times, be subject to and in accordance with the applicable provisions of the Governing Documents.
- b) Notwithstanding that the transfer of ownership of the Shared Units to either of the Two Condominium Corporations (as tenants-in-common, in accordance with their Proportionate Interest) may not yet have occurred, each of the Two Condominium Corporations and the owners, residents and tenants (as well as the invitees of the said owners, residents and tenants) shall be entitled to use the Shared Units in accordance with their intended purposes as set out in the Declarations and this Agreement, provided however that said use shall be subject to restrictions and/or limitations contained therein and herein.

**ARTICLE 6.00 - INTENTIONALLY DELETED**

**ARTICLE 7.00 - MAINTENANCE AND REPAIR WORK**

- 7.01 The inspection, maintenance, repair and/or replacement of the Shared Facilities or otherwise including any repair after damage (hereinafter collectively referred to as the "Work") shall be carried out in accordance with the following conditions, provisions and restrictions:
- (i) any Work relating to the Shared Facilities (hereinafter referred to as the "Shared Work") undertaken (or required to be undertaken) prior to the creation of the Shared Facilities Committee, shall be carried out and completed under the direction and control of the Declarant, while any Shared Work undertaken (or required to be undertaken) after the creation of the Shared Facilities Committee shall be the sole responsibility of the Shared Facilities Committee and be carried out and completed under the direction and control of the Shared Facilities Committee, and

in either case, the cost of undertaking and completing the Shared Work shall comprise part of the Shared Facilities Costs; and

- (ii) any Work that does not relate to the Shared Facilities (the "Exclusive Work") shall be the responsibility of and carried out under the direction and control of the Benefitting Owners, all at their sole cost and expense.

7.02 The Shared Work shall be carried out as soon as reasonably possible, having due regard, to weather conditions and the availability of labour, materials and equipment.

**ARTICLE 8.00 - SELF-HELP REMEDIES**

8.01 Notwithstanding anything hereinafter provided to the contrary, it is expressly understood and agreed that in the event that:

- (i) the Shared Facilities Committee has failed to implement, carry out and/or complete any Shared Work that any one or more of the Two Condominium Corporations would otherwise have a duty to implement, carry out and/or complete under the Act, the Declarations or the by-laws of the Two Condominium Corporations; or
- (ii) any of the Responsible Parties (as hereinafter defined) or the Shared Facilities Committee (as the case may be) fails to obtain and maintain the Shared Facilities Insurance (as that term is hereinafter defined) it is obliged to obtain and maintain pursuant to Article 11.00 hereof;

(for the purposes of this section the party failing to carry out the Shared Work, obtain and maintain the Shared Facilities Insurance and/or enter into its Shared Trust Agreement, as the case may be, shall be hereinafter referred to as a "Defaulting Party" and the party intending to carry out the Shared Work, obtain and maintain the Shared Facilities Insurance and/or enter into the Shared Trust Agreement, as the case may be, for and on behalf of the Defaulting Party shall be hereinafter referred to as the "Non-Defaulting Party") then provided:

- (i) written notice has been delivered to the Defaulting Party; and
- (ii) the default set out in the aforesaid written notice has not been rectified within fourteen (14) days of the Defaulting Party's receipt of said notice;

the Non-Defaulting Party shall be entitled to carry out the Shared Work (provided however that the provisions of Section 7.02 hereof shall apply *mutatis mutandis* to said Shared Work) and/or obtain and maintain the Shared Facilities Insurance for and on behalf of the Defaulting Party and the cost incurred by the Non-Defaulting Party in connection with any of the foregoing provisions shall, for all purposes, constitute Shared Facilities Costs to be shared and paid for in accordance with the provisions of Article 3.00 hereof.

8.02 For the purposes of this Article 8.00, the commencement of any Shared Work by the Shared Facilities Committee shall be evidenced by either its institution of a tendering process in respect of the Shared Work, or by the actual implementation or utilization of physical labour and/or materials with respect thereto.

8.03 Notwithstanding anything hereinbefore provided to the contrary, each of the Two Condominium Corporations shall be entitled to carry out the Shared Work without notice in the case of an Emergency provided however that each of the Two Condominium Corporations shall make reasonable efforts to give prior notice of the nature of the emergency and of the nature and scope of the Shared Work necessary in light of the emergency to the Shared Facilities Committee.

8.04 The parties hereto hereby covenant and agree that the amount of any costs incurred by a Non-Defaulting Party in connection with any of the foregoing matters shall not be challenged by any of the other parties hereto or the Shared Facilities Committee, unless said amount(s) is clearly demonstrated to be substantially in excess of the reasonable costs and/or expenses that would have otherwise been incurred by the Defaulting Party.

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**ARTICLE 9.00 - THE SHARED FACILITIES COMMITTEE**

- 9.01 Subject to paragraph 9.02 hereof, the Shared Facilities Committee shall consist of two (2) members, one (1) of which shall be appointed by (and be members of) each of the boards of directors of each of the Two Condominium Corporations. Each of the Two Condominium Corporations shall also appoint an alternative member to fulfil the obligation of the appointed member when unavailable to ensure timely and full functionality of the Shared Facilities Committee.
- 9.02 Until the Transfer Date, the Declarant shall be entitled to appoint up to three (3) additional members to the Shared Facilities Committee.
- 9.03 At any meeting of the Shared Facilities Committee, a quorum shall consist of at least Two (2) members thereof. Until the Transfer Date, decisions of the Shared Facilities Committee shall be passed by a majority of members present by person or by proxy at meetings of the Shared Facilities Committee and the Chairman shall not have an additional or casting vote. After the Transfer Date, all decisions of the Shared Facilities Committee shall be unanimous requiring the affirmative vote of members representing all of the Corporations and the Chairman shall not have an additional or casting vote. If thirty (30) minutes after the time appointed for the holding of any meeting of the members of the of the Committee, a quorum is not present, the meeting shall stand adjourned to the same time on the corresponding day of the next following week. Any member of the Committee who cannot attend any meeting of the committee may appoint a proxy to attend and vote at the meeting in his or her place. The proxy shall be a director or officer of the Corporation represented by such member. To be effective, the proxy must be in writing and must state the office held by the proxy on the board of directors of the Corporation represented by such member.
- 9.04 The Shared Facilities Committee shall, inter alia, be responsible for the following:
- i) establishing rules and procedures with respect to the use, operation, staffing, illumination, maintenance and/or repair of the Shared Facilities, and determining the manner in which all maintenance and/or repair work with respect to same shall be carried out;
  - ii) making arrangements for the illumination, maintenance and/or repair of the Shared Facilities, including all equipment and fixtures utilized in connection with the ongoing operation of same, as well as all landscaping, structures, components and/or features comprising any portion of the Shared Facilities, and procuring all requisite public liability and property damage insurance coverage with respect to same;
  - iii) making arrangements for the provision of all requisite utilities and equipment (e.g. water and hydro services) security services and/or computer monitoring services and equipment for the Shared Facilities, including without limitation, the installation and/or reading of separate consumption or check meters measuring the consumption of utilities supplied to the Shared Facilities;
  - iv) preparing and submitting the Shared Facilities Budget to each of the Two Condominium Corporations, not less than once annually, outlining the Shared Facilities Costs, for incorporation by each of the Two Condominium Corporations as part of their respective overall annual budgets, in accordance with the foregoing provisions hereof; and
  - v) reimbursing any Non-Defaulting Party for costs incurred in connection with the self-help remedies set out in Article 8.00 hereof.
- 9.05 It is expressly understood and agreed by the parties hereto that all decisions made (and all actions taken) by the Shared Facilities Committee shall forthwith be adopted, ratified and confirmed by the respective boards of directors of the Two Condominium Corporations. In addition, the board of directors of each of the Two Condominium Corporations shall jointly determine such other provisions relating to the conduct, activities and operation of the Shared Facilities Committee as may be consistent with the provisions of the Act, the provisions of their respective declarations, and the provisions of this Agreement.

**ARTICLE 9.00 - THE SHARED FACILITIES MANAGER AND COMMITTEE**

- 9.01 **Shared Facilities Manager**
- (a) The Shared Facilities shall be managed by the Declarant, or its agents until 30 days following the Transfer Date or such earlier date as the Declarant may determine, and thereafter the Shared Facilities shall, at the direction of the Shared Facilities Committee, be administered and overseen by an individual or corporate Shared Facilities Manager, as such term is defined herein.

- (b) The Shared Facilities Manager shall be the property manager of the Phase I Condominium from time to time (the "Shared Facilities Manager").
- (c) No later than the 60<sup>th</sup> day before the end of the current fiscal year, the Shared Facilities Manager shall submit to the Shared Facilities Committee for approval, a budget for the Shared Facilities containing the Shared Facilities Manager's estimate of the cost of the Shared Services for the period expiring at the end of the next fiscal year. The fiscal year shall coincide with fiscal year of the Westside Condominium.
- (d) Each yearly budget shall include the amount of each expense, the particulars of the type, frequency and level of the services to be provided and a projected breakdown of Shared Facilities Costs on a monthly basis, and the fee to be paid to the Shared Facilities Manager in connection with the services to be performed by the Shared Facilities Manager for the period covered by the budget.
- (e) Each of the Two Condominium Corporations shall incorporate the Shared Facilities Budget into their respective overall budget.
- (f) Each Condominium Corporation shall provide monthly contributions as set out in the budget to an account for the Shared Facilities maintained by the Shared Facilities Committee and the Shared Facilities Manager.
- (g) If unanticipated repairs are found to be necessary or whenever, in the opinion of the Shared Facilities Manager, any change in the budgeted expenditures makes it desirable to do so, the Shared Facilities Manager shall submit to the Shared Facilities Committee, a budget supplemental to the yearly budget covering the additional expenses to be incurred for the performance of the Shared Services for the then-remaining portion of the current calendar year, and the procedure set out in subparagraphs 9.01(e) and (f) above shall apply to the said supplemental budget.
- (h) Save for repairs required to be done in an Emergency, or required to avoid suspension of any service, the Shared Facilities Manager shall not make any expenditures in excess of the amount proposed in the budget (on a monthly basis if applicable) approved by the Shared Facilities Committee or substantially in excess of any particular item in an approved budget.
- (i) The Shared Facilities Manager shall:
  - (a) make arrangements for the illumination, maintenance and/or repair of the Shared Facilities, including all equipment and fixtures utilized in connection with the ongoing operation of same, as well as all landscaping, structures, components and/or features comprising any portion of the Shared Facilities, and procuring all requisite public liability and property damage insurance coverage with respect to same;
  - (b) make arrangements for the provision of all requisite utilities and equipment (e.g. water and hydro services) security services and/or computer monitoring services and equipment for the Shared Facilities, including without limitation, the installation and/or reading of separate consumption or check meters measuring the consumption of utilities supplied to the Shared Facilities;
  - (c) in the case of a major Emergency (i.e. those seriously affecting human safety, welfare or vital services, or involving potential or actual large-scale property damage), immediately notify those who are in danger, the appropriate public authorities and the Shared Facilities Committee and act in consultation and co-operation with those authorities and the Shared Facilities Committee in dealing therewith;
  - (d) in the case of an Emergency that is not major, deal expeditiously therewith in accordance with the exigencies thereof and notify the Shared Facilities Committee as soon as is reasonably possible during business hours.
- (j) In any case in which the cost of any particular item of unanticipated repairs submitted in an approved supplementary budget, or where the cost of a particular item of repair or maintenance provided for in an approved yearly budget is estimated to exceed the sum of Five Thousand Dollars (\$5,000.00):
  - (i) the Shared Facilities Manager shall obtain and submit three written quotations therefor and may, in addition, submit its own quotation to do the work itself for a lower price;
  - (ii) the Shared Facilities Committee shall consider such estimates and make a decision thereon; and

- (iii) if within seven (7) days of the submission of any estimate, actual or deemed agreement has not been reached by the Shared Facilities Committee as to the method and cost of the work, any Owner may submit the matter to mediation and if necessary, ADR pursuant to Article 16.00 of this Agreement.
- (k) If the cost of any item of the type described in subparagraph 9.01(j) above does not exceed Five Thousand Five Hundred Dollars (\$5,000.00) per annum, the Shared Facilities Manager may engage any parent or subsidiary corporation or any person, firm or corporation associated, affiliated or otherwise connected with it to perform said work or services provided that the cost of the said work or services shall not exceed the cost which it is reasonably estimated would be incurred if written quotations were obtained.
- (l) If in the opinion of any Owner, the Shared Facilities Manager is failing to properly carry out its contractual duties, such Owner shall be entitled to give the Shared Facilities Manager and the other Owners written notice that the Shared Facilities Manager is in breach of its obligations to perform such duty or duties and unless the Shared Facilities Manager shall rectify such failure or failures within Fifteen (15) Days after the giving of such notice, then the first-mentioned Owner shall be entitled to have such work carried out as may be necessary to cure such failure or failures and shall be entitled to be reimbursed by the other Owners for its share of the cost of carrying out such work.
- (m) In the event that an Owner completes any repair or other work in an Emergency when the Shared Facilities Manager was not available or otherwise able to complete such repairs or work, such Owner shall be entitled to be reimbursed to the same extent as if same had been performed pursuant to subparagraph 9.01(l) above.

9.02 **The Shared Facilities Committee**

- (a) Subject to paragraph 9.02(b) hereof, the Shared Facilities Committee shall consist of two (2) members, one (1) of which shall be appointed by (and be a member of) each of the boards of directors of the Two Condominium Corporations. For greater certainty, the Board of Directors of the Phase I Condominium shall appoint one person from amongst its numbers to the Shared Facilities Committee and the Board of Directors of the Phase II Condominium shall appoint one person from amongst its numbers to the Shared Facilities Committee. Each of the Two Condominium Corporations shall also appoint an alternative member, who also must be a member of the Board of Directors of the Condominium Corporation for which he/she is representative, to fulfil the obligation of the appointed member when unavailable to ensure timely and full functionality of the Shared Facilities Committee.
- (b) Notwithstanding the foregoing, until the owner elected board of directors is appointed pursuant to a turnover meeting of the Phase II Condominium in accordance with Section 43 of the Act (the "Turnover Date") or such earlier date as the Declarant may determine in its sole and unfettered discretion, the Declarant shall comprise the Shared Facilities Committee.
- (c) At any meeting of the Shared Facilities Committee, a quorum shall consist of at least Two (2) members thereof. Until the Turnover Date, decisions of the Shared Facilities Committee shall be made by the Declarant. After the Turnover Date, all decisions of the Shared Facilities Committee shall be unanimous requiring the affirmative vote of members representing all of the Condominium Corporations and the Chairman shall not have an additional or casting vote. If thirty (30) minutes after the time appointed for the holding of any meeting of the Shared Facilities Committee a quorum is not present, then the meeting shall stand adjourned to the same time on the corresponding day of the next following week. Any member of the Shared Facilities Committee who cannot attend any meeting of the committee may appoint a proxy to attend and vote at the meeting in his or her place, or in the place of the alternative member. The proxy shall be a director or officer of the Condominium Corporation represented by such member and/or alternative member. To be effective, the proxy must be in writing and must state the office held by the proxy on the board of directors of the Condominium Corporation represented by such member or alternative member.
- (d) The Shared Facilities Committee shall, inter alia, be responsible for the following:
  - (i) establishing rules and procedures with respect to the use, operation, staffing, illumination, maintenance and/or repair of the Shared Facilities, and determining the manner in which all maintenance and/or repair work with respect to same shall be carried out;
  - (ii) overseeing the activities of the Shared Facilities Manager;

- (iii) ensuring the preparation and submission of the Shared Facilities Budget to each of the Two Condominium Corporations, not less than once annually, outlining the Shared Facilities Costs, for incorporation by each of the Two Condominium Corporations as part of their respective overall annual budgets, in accordance with the foregoing provisions hereof; and
- (iv) reimbursing any Non-Defaulting Party for costs incurred in connection with the self-help remedies set out in Article 8.00 hereof.
- (e) It is expressly understood and agreed by the parties hereto that all decisions made (and all actions taken) by the Shared Facilities Committee shall forthwith be adopted, ratified and confirmed by the respective boards of directors of the Two Condominium Corporations. In addition, the board of directors of each of the Two Condominium Corporations shall jointly determine such other provisions relating to the conduct, activities and operation of the Shared Facilities Committee as may be consistent with the provisions of the Act, the provisions of their respective declarations, and the provisions of this Agreement.

**ARTICLE 10.00 - MUTUAL INDEMNITIES**

- 10.01 Each party hereto hereby covenants and agrees to forthwith repair and/or replace equipment or other property (both realty and personalty) within the property of any other party hereto which is altered, damaged or destroyed by any such party or by its residents, tenants, invitees, workmen, agents, representatives, contractors and/or subcontractors, or by anyone else for whom such party is in law responsible or liable (either vicariously or otherwise), in the course of using (or enjoying the benefits of) the Shared Facilities.
- 10.02 Subject to the foregoing provisions of this Article, each of the parties hereto hereby covenant and agree to indemnify and save the other harmless, from and against all claims, costs, damages and/or liabilities which either of them may hereafter suffer or incur as a result of (or in connection with) the other's use, operation, maintenance and/or repair of the Shared Facilities, or any portion thereof, provided however that no party hereto shall be indemnified for its own acts or instances of gross negligence or wilful misconduct.

**ARTICLE 11.00 - INSURANCE**

- 11.01 Until the Transfer Date, each of the Two Condominium Corporations (or the Declarant on behalf of such of the Two Condominium Corporations which is not yet registered from time to time) (which parties shall be hereinafter individually referred to as a "Responsible Party" and collectively referred to as the "Responsible Parties") shall obtain and maintain the following insurance with respect to those portions of the Shared Facilities (hereinafter collectively referred to as the "Shared Facilities Insurance") which are completed and which are contained within or situate upon their respective lands (which Shared Facilities shall be hereinafter referred to as their "Respective Portions"):
  - (i) public liability insurance with respect to incidents or occurrences happening upon their Respective Portions providing a minimum coverage of \$5,000,000.00 per occurrence;
  - (ii) fire and property damage insurance sufficient to cover 100% of the repair and/or replacement cost of all damaged property (both realty and personalty) comprising part of their Respective Portions; and
  - (iii) comprehensive boiler, machinery and pressure vessel insurance on a repair and replacement basis, in such amount as would be normally maintained by prudent owners of such buildings and which amount shall initially not be less than \$5,000,000.00 and shall contain a "disputed loss agreement" between the property loss insurers and the boiler and machinery insurers;in accordance with the applicable provisions of the Act and this Agreement.
- 11.02 Each of the insurance policies maintained pursuant to the foregoing section 11.01, shall:
  - (i) not contain any co-insurance clause and name each of the Responsible Parties as a named insured;
  - (ii) contain a provision whereby the insurer will not cancel or alter or refuse to renew such policy prior to its expiration, except after sixty (60) days prior written notice to each named insured thereunder;
  - (iii) be taken out and maintained with the same insurer, which insurer shall, until the creation of the Shared Facilities Committee, be chosen by the Declarant, acting reasonably; and

- (iv) contain waivers of subrogation which cover at a minimum the Insurance Trustee (as hereinafter defined), the directors, officers, managers, agents, employees, invitees, tenants and servants of each of the Two Condominium Corporations and/or the Declarant save and except for arson, fraud, vandalism or wilful misconduct.
- 11.03 Any proceeds arising from the Shared Facilities Insurance shall be payable as follows:
- (i) to the Insurance Trustee with respect to any loss occasioned to any Respective Portions comprising part of (or encompassed within) the description of any one or both of the Two Condominium Corporations; or
  - (ii) to the Declarant with respect to any loss occasioned to any Respective Portions not yet contained (or encompassed within) a condominium description;
- for the purposes of carrying out any Shared Work arising as a result of damage in accordance with Article 7.00 hereof. In the event there are any surplus funds remaining after the completion of said work the applicable Responsible Party whose Respective Portions has been repaired and/or restored shall be entitled to receive and/or retain all of said surplus funds.
- 11.04 Nothing contained in this Agreement shall be construed to prohibit any of the parties hereto from arranging for additional insurance above and beyond that contemplated herein, provided however, that any premiums with respect to same shall be paid by the party obtaining such additional insurance coverage.
- 11.05 From and after the Transfer Date, the responsibility for procuring the Shared Facilities Insurance shall devolve upon the Shared Facilities Committee for and on behalf of both of the Two Condominium Corporations.
- 11.06 The Responsible Parties (or the Shared Facilities Committee, if same is in existence) shall obtain an appraisal from one or more independent and qualified appraisers in order to ascertain the full replacement cost of the Shared Facilities whenever they mutually agree that such an appraisal is necessary, but not in any event, later than once every three (3) years and the costs of said appraisals shall constitute part of the Shared Facilities Costs.
- 11.07 For purposes of greater certainty and clarity there shall be no obligation to obtain insurance with respect to any portion of the Shared Facilities that have not yet been constructed from time to time nor with respect to any boiler, machinery or pressure valves not yet installed and/or operating or that may not be constructed within any of the phases comprising the Total Project.

#### **ARTICLE 12.00 - INSURANCE TRUSTEE**

- 12.01 Any and all insurance proceeds of any insurance policy in excess of 15% of the replacement cost of the property covered by the insurance policy payable to or for any party hereto for the repair of its assets and attributable to damage to any part(s) of the Shared Facilities (after allowing for any proceeds attributable to damage to other than the Shared Facilities as determined by the Insurer, acting reasonably) shall be held by an insurance trustee mutually agreeable to all Owners (the "Insurance Trustee") and if an Insurance Trustee cannot be agreed upon, the insurance trustee shall be appointed in accordance with the arbitration provisions of Article 16.00 hereof.
- 12.02 The insurance trustee appointed in accordance with paragraph 12.01 hereof shall be a trust company registered under the *Loan and Trust Corporations Act* or shall be a chartered bank, with which the parties shall enter into an agreement providing as follows:
- i) receipt by the insurance trustee of any excess proceeds as contained in paragraph 12.01 hereof; and
  - ii) the holding of such proceeds in trust and disbursement of same in order to satisfy the obligation of each Owner in accordance with Article 13.00.
- 12.03 If all Owners agree not to rebuild in accordance with clause 13.03(ii), there shall be no requirement for the appointment of an insurance trustee and all insurance proceeds shall be paid to the respective Owners.

#### **ARTICLE 13.00 - DAMAGE TO SHARED FACILITIES**

- 13.01 If any of the Buildings are damaged to the extent of less than 25%, the respective Owners shall rebuild, restore and repair same in accordance with this agreement.

- 13.02 If major damage has occurred to one or more of the Buildings, each Owner shall determine whether the damage extends to more than 25% of its building and in default of agreement, such determination shall be referred to mediation and if necessary arbitration pursuant to this Agreement.
- 13.03 Where there has been a determination that one or more of the Buildings have been damaged to an extent greater than 25%, and:
- i) each such Owner has elected to rebuild, then each such Owner shall expeditiously rebuild, restore and repair its Building at its own expense in a good and workmanlike manner to Acceptable Standards to permit the other Owners and those authorized by it the intended benefit of the Easements;
  - ii) all Owners have elected not to rebuild, the Owners need not rebuild their respective Buildings; or
  - iii) one or more, but not all, of the Owners has elected not to rebuild, the Owner electing not to rebuild shall inform the other Owners of its election and shall nevertheless rebuild, repair and restore its Servient Portion in such a manner so as not in any material way to adversely affect the use and enjoyment of the Easements and buildings by the other Owners.
- 13.04 In the event it is necessary to relocate any of the Easement Areas within the Total Site and/or amend the Easements relating thereto as a result of the repair and restoration of damage to the Shared Facilities, in order to re-align the Easement Areas with the as-built location of any building, structure, facility and/or improvements intended to be used pursuant to the Easement or to rectify any encroachment of a building, structure, facility and/or improvement that was not intended to be part of the Easement Area, the provisions of section 6.06 hereof shall apply, *mutatis mutandis*, to the relocation and/or amendment of the Easements provided however that any obligations imposed therein upon the Declarant shall be the responsibility of the Responsible Parties and/or the Shared Facilities Committee if same is in existence.

**ARTICLE 14.00 - TERMINATION OF CONDOMINIUMS**

- 14.01 The obligations and responsibilities contained in this Agreement (including without limitation the obligation to repair after damage set out in Article 13.00 hereof) shall apply notwithstanding that any one or both of the Two Condominium Corporations has elected to terminate the government of its lands under the Act, and in the event of such termination each of the unit owners (and for greater certainty it is acknowledged that said unit owners would be owners of the lands which were formerly encompassed within the condominium, as tenants in common) shall be bound by the terms and provisions of this Agreement as if they were original signatories hereto and shall be jointly and severally liable to comply with all the obligations and covenants contained in this Agreement and shall execute such further assurances as may be required or desired by the other Responsible Parties to give full force and effect to this Article 14.00.
- 14.02 For the purposes of Section 127(1) of the Act, the obligations arising under this Agreement (including without limitation the obligations contained herein to carry out the Work) shall be deemed to be encumbrances against each unit and their appurtenant common interests contained within the description for each of the Two Condominium Corporations that has been created before the registration of the Declaration (relating thereto).

**ARTICLE 15.00 - THE EASEMENT CHARGE**

- 15.01 In the event that any of the parties hereto shall fail to pay or contribute any monies required to be paid or contributed in accordance with the foregoing provisions of this Agreement (including without limitation any Shared Facilities Costs incurred pursuant to the Self-Help Remedies set out in Article 8.00) (hereinafter referred to as a "Delinquent Party") within 30 days after receiving written notice from the other party hereto or the Shared Facilities Committee (hereinafter referred to as the "Non-Delinquent Party") requesting such monies to be paid or contributed then the Non-Delinquent Party shall be entitled to pay or contribute those monies which the Delinquent Party should have paid or contributed, and all monies so expended shall, until repaid by the Delinquent Party, bear interest at the rate of **24% per annum**, calculated and compounded monthly on such amount as is from time to time unpaid, and until so paid, such outstanding amount (together with all interest accruing thereon as aforesaid) shall, to the extent thereof, be and constitute a lien and charge against the Delinquent Party's lands (or common element areas, as the case may be) (hereinafter referred to as the "Easement Charge").
- 15.02 Subject to the overriding provisions of section 15.04 hereof, the Easement Charge shall be enforceable by the Non-Delinquent Party in the same manner, and to the same extent, as a real property mortgage or charge, with all of the powers, rights and remedies inherent in, or available to, a mortgagee or chargee when a mortgage or charge of real property is in default pursuant to the provisions of the *Mortgages Act*,

R.S.O. 1990, as amended, and/or any other applicable statutory provision or common law principle applicable thereto.

- 15.03 In the event that the Land Registrar requires the Non-Delinquent Party to apply to a court of competent jurisdiction for any order, direction, advice or authorization prior to such Land Registrar allowing the registered title of the Delinquent Party's lands or common elements to be formally encumbered by the Easement Charge, then the Non-Delinquent Party shall be entitled to forthwith apply to such court for any required order, direction, advice or authorization, and the Delinquent Party shall, for all purposes, be deemed to have consented to any such application so being made for this purpose, and the Delinquent Party shall be forever barred and estopped from bringing or instituting any action, suit, claim or other proceeding to defend, defeat, hinder or delay any such application by the Non-Delinquent Party, or its enforcement of the Easement Charge (save for the institution of arbitration proceedings pursuant to the provisions hereinafter set out, in order to dispute any alleged default and/or the Non-Delinquent Party's entitlement to the Easement Charge). Alternatively, if the Land Registrar permits, the Easement Charge may be enforced by the filing of a caution, a certificate of pending litigation, or any restriction or notice as may be permitted by the provisions of the *Land Titles Act, R.S.O. 1990*, as amended.
- 15.04 The Easement Charge need not be registered against the title to the Delinquent Party's lands (or common elements), assets or appurtenant interests (nor registered elsewhere) in order to enable or entitle the Non-Delinquent Party to maintain or pursue a civil action against the Delinquent Party for breach of this Agreement. However, notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed that the Easement Charge shall not have any priority claim whatsoever over (or in respect of) the interest of any third party (or parties) in or to the Delinquent Party's lands, assets and appurtenant interests, unless and until the Easement Charge (or any notice thereof, or any caution or certificate of pending litigation with respect thereto) has been registered against the title to same, and once such registration occurs, the Easement Charge shall then be deemed to be fully postponed and subordinate to all liens, mortgages, charges, interests and any other encumbrances (including any and all amendments thereto or extensions thereof made from time to time) which are registered against the Delinquent Party's lands and/or appurtenant interests in priority to the registration of the Easement Charge (all hereinafter collectively referred to as the "Prior Charges"), and shall also be deemed to be fully postponed and subordinate to all mortgage advances theretofore made (and thereafter to be made) under any of the Prior Charges.

#### ARTICLE 16.00 – ALTERNATIVE DISPUTE RESOLUTION

- 16.01 The parties agree to use their best efforts to resolve any disputes or matters which may arise between them in respect of the Shared Facilities through good faith negotiations and the parties further agree that they shall resort to legal proceedings or mediation and arbitration against one another only as a last resort. If, after using their best efforts to resolve any such dispute or matter, such dispute or matters cannot be resolved by good faith negotiations, then any such dispute, other than with respect of non-payment of any party's proportionate share of the Shared Facilities Costs, shall be determined in the following manner which for purposes of this agreement shall be called "ADR".
- 16.02 Whenever ADR is permitted or required under this Agreement or the Act, ADR proceedings may be commenced by the parties in accordance with the following principles and procedures:
- (i) Prior to commencing ADR proceedings, the parties shall use their best efforts to resolve the question or matter in dispute through good faith negotiations conducted at a meeting of the full boards of directors of each party, with the assistance and presence (optional) of legal counsel representing each corporation, all acting with a view to securing a resolution of the question or matter in dispute without further proceedings.
  - (ii) If the parties, with the assistance of legal counsel as set forth in paragraph 16.02(i) above, are unable to resolve the questions or matter in dispute through good faith negotiations, as provided in Section 132 of the Act, the parties shall, within thirty (30) days thereafter, select a mediator qualified by education and training to assist the parties in dealing with the particular questions or matter in dispute, and the parties shall attempt to mediate their differences, and the mediator shall confer with the parties and endeavour to obtain a settlement with respect to the disagreement submitted to mediation. The parties shall initially share equally in the costs of a mediator, however, the settlement shall specify the share of the mediator's fees and expenses that each party is required to pay. Upon obtaining a settlement between and among the parties with respect to the disagreement submitted to mediation, the mediator shall make a written record of the settlement which shall form part of the agreement or matter that was the subject of the mediation.
  - (iii) If good faith negotiations and the mediation process as described in paragraphs 16.02(i) and (ii) of this Agreement are exhausted and the parties are still unable to resolve the question or matter in dispute, within thirty (30) days after the mediator delivers a notice to the parties stating that the

mediation has failed, the parties agree to submit the question or matter in dispute for resolution by a single arbitrator whose appointment is agreed upon by the parties, and the decision of the arbitrator shall be binding upon the parties hereto, and no legal recourse shall be exercised by either party hereto with respect to the question or matter in dispute until the arbitration has been completed.

- (iv) The parties shall meet and attempt to appoint a single arbitrator who is well qualified with education and training to pass upon the particular question or matter in dispute. In the event that the parties are unable to agree upon a single arbitrator, each party shall appoint one arbitrator within seven (7) days of the meeting and notify the other party. The arbitrators so appointed shall, within seven (7) days of the appointment of the last arbitrator so appointed, choose a single arbitrator who is qualified by education and training to pass upon the particular question or matter in dispute. If either party neglects or refuses to name an arbitrator within seven (7) days of being requested to do so by the other party, the arbitrator named by the first party shall proceed to resolve the dispute in accordance with *Arbitrations Act, 1991* (Ontario) and the parties agree that the arbitrator's decision shall be final and shall not be subject to appeal by any party other than on a question of law in accordance with Subsection 45(2) of the *Arbitrations Act, 1991* or pursuant to a specific ground for appeal or for setting aside the arbitrator's award pursuant to Section 46 of the *Arbitrations Act, 1991*.
- (v) The decisions and reasons of the arbitrator shall be made within thirty (30) days after the hearing of the question or matter in dispute, and the decisions and reasons shall be drawn up in writing and signed by the arbitrator who shall also be entitled to award costs of the ADR. The compensation and expenses of the arbitrator shall initially be paid in equal proportions by each party, subject to the final outcome and any award being made as to costs of the ADR.
- (vi) Where ADR is required by this Agreement, commencement and completion of such ADR in accordance with this Agreement shall be a condition precedent to the commencement of an action at law or in equity in respect of the question or matter in dispute being arbitrated.

16.03 For clarity, notwithstanding the nature of the dispute, until the questions or matter in dispute is finally determined by ADR, the disputing party shall continue to perform all work and services required to be performed by it and to pay all amounts required to be paid by it in accordance with this Agreement.

16.04 Subject always to the parties agreeing to any modifications thereto, the mediation shall be conducted generally in accordance with the rules of procedure of the mediator chosen and the ADR shall be conducted generally in accordance with the rules of procedure for the conduct of ADR as defined by the arbitrator(s) so chosen and also in accordance with the provisions of the *Arbitrations Act, 1991* (Ontario). Any dispute, difference, issue or question arising between the parties hereto which concerns (or touches upon) the validity, construction, meaning, performance or effect of this agreement, or the rights and liabilities of the parties hereto, or with respect to any matter arising out of (or connected with) this agreement, shall be referred to (and resolved by) arbitration pursuant to the *Arbitration Act, 1991*, as amended, in accordance with the overriding provisions set out in this Article. The substantive rules of law applicable to the dispute being arbitrated pursuant to the provisions hereof shall be those of the Province of Ontario, and the arbitration decision so rendered shall be binding upon the parties hereto, and their respective successors and assigns, and shall not be subject to appeal under any circumstances (whether with respect to a question of law, a question of fact, a question of mixed fact and law, or otherwise).

#### **ARTICLE 17.00 - RELEASE OF THE DECLARANT**

17.01 Notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed that upon the registration of each of the Two Condominium Corporations, the Declarant shall be automatically released, relieved and fully discharged from any and all further obligations and liabilities arising from (or in connection with) such condominium under this Agreement or any successor agreement, and thereafter forthwith upon the request of the Declarant, the parties hereto shall each execute a formal release of the Declarant in order to evidence and confirm the foregoing cessation of the Declarant's obligations and liabilities, together with such further documents and assurances as the Declarant may reasonably require in connection therewith.

#### **ARTICLE 18.00 - NOTICES**

18.01 All notices required or desired to be given to any of the parties hereto in connection with this Agreement, or arising herefrom, shall be in writing, and shall be hand delivered to an officer or director of the intended party at the following address, or be delivered by registered mail to the intended party at the following address [and if so mailed, same shall be deemed to have been delivered, received and effective

on the 3rd day (excluding Saturdays, Sundays and statutory holidays) following the day on which such notice was mailed]:

- a) to the Declarant – c/o 120 Lynn Williams Street, Suite 2A, Toronto, Ontario M6K 3N6.
- b) to the Phase I Condominium - c/o its property manager, Simerra Property Management, 89 Skyway Avenue, Suite 200, Toronto, Ontario M9W 6R4 (Attention: Property Manager)
- c) to the Shared Facilities Committee by giving same to the Declarant (until the Transfer Date) and to at least two (2) committee members (who are not representatives or nominees of the same Condominium Corporation) either personally or by ordinary mail, postage prepaid, address to such member's respective dwelling units.

18.02 Any party hereto may, from time to time, by written notice to the other party hereto, delivered in accordance with the foregoing provisions, change the address to which its notices are to be delivered.

#### **ARTICLE 19.00 - REGISTRATION OF THIS AGREEMENT**

- 19.01 The parties hereto hereby consent to the registration of this Agreement against the title to the Total Site, and hereby acknowledge, confirm and agree that this Agreement shall be deemed and construed to run with the title to each of the Phase I Lands and the Phase II Lands, respectively.
- 19.02 The Declarant further covenants and agrees that upon the registration of each of the Two Condominium Corporations, it shall cause each of same to enter into an agreement with each of the previously registered condominium(s) that is substantially the same as this Agreement, or to simply execute a counterpart of this Agreement, in order to be bound by all the terms, provisions and conditions contained herein, as if such condominium had been an original party to this Agreement in the place and stead of the Declarant. Moreover, notwithstanding anything provided in this Agreement to the contrary, it is expressly understood and agreed that as and when each of the Two Condominium Corporations is registered, the Declarant shall be automatically released and forever discharged from all of its covenants, obligations and liabilities arising under this Agreement with respect to such condominium.

#### **ARTICLE 20.00 - ESTOPPEL CERTIFICATE**

- 20.01 Each of the Two Condominium Corporations (and the Declarant on behalf of any of the Two Condominium Corporations which is not yet registered) (hereinafter referred to as a "Receiving Party") shall, within ten (10) days after receiving a written request (hereinafter referred to as a "Certificate Request") accompanied by payment of a fee not in excess of \$100.00 plus all applicable taxes thereon (or such higher fee as may be appropriate based on inflationary fee increases), from or by any party interested in the status of this Agreement (hereinafter called the "Requesting Party"), execute, acknowledge and deliver to the Requesting Party a certificate (hereinafter called the "Certificate") confirming:
  - (i) whether this Agreement has been modified and if so, the nature of such modifications, and confirming that it is in full force and effect;
  - (ii) whether or not the terms and provisions of this Agreement have been complied with to date, and whether or not there is any outstanding default alleged (or complained of) by or against either of the Two Condominium Corporations, the Declarant and/or the Shared Facilities Committee as well as the nature and extent of the default so alleged;
  - (iii) whether or not any Work has been (or is presently being) performed by either of the Two Condominium Corporations, the Declarant and/or the Shared Facilities Committee for which the costs will be claimed or charged against any of the other parties hereto and/or the Shared Facilities Committee pursuant to provisions of this Agreement.
- 20.02 Notwithstanding any provision contained herein to the contrary, nothing shall be charged to (or levied against) the Declarant if it requests (or any authorized agent or representative of the Declarant requests) a Certificate pursuant to this Article 20.00.
- 20.03 The contents of the Certificate may be pleaded as (and shall constitute) a complete defence by the Requesting Party to any litigated claim or action that is inconsistent with the facts recited in the Certificate.
- 20.04 If a Receiving Party fails to execute and deliver to the Requesting Party the Certificate so requested from them, within ten days after receiving the Certificate Request and the accompanying fee, then they shall be deemed to have certified to the Requesting Party that:

- (i) there is no outstanding default by either of the Two Condominium Corporations, the Declarant and/or the Shared Facilities Committee under this Agreement; and
- (ii) no Work has been (or is presently being) performed by either of the Two Condominium Corporations, the Declarant and/or the Shared Facilities Committee, for which the cost of same is (or may be) claimed or charged against any of the condominiums comprising the Two Condominium Corporations, the Declarant and/or the Shared Facilities Committee, pursuant to the provisions of this Agreement.

**ARTICLE 21.00 - RECIPROCAL BENEFIT AND BURDEN**

- 21.01 The parties hereto hereby expressly declare their mutual intention that the principles of reciprocal benefit and burden shall apply to their relationship, and as such, it is hereby acknowledged and agreed that each of the easements, rights and privileges hereinbefore set forth establishes a basis for the mutual/reciprocal use and enjoyment of certain parts of the Two Condominium Corporations, including the Shared Facilities, which are intended to be used and enjoyed by each of the Declarant and the Two Condominium Corporations to varying degrees. As an integral and material consideration for the continuing right to the use and enjoyment by each of the Declarant and the Two Condominium Corporations of such easements, rights and privileges (as are confirmed in this Agreement, or incorporated herein by way of counterpart agreement), each of the parties hereto hereby accepts (and agrees to assume) the burdens and obligations imposed upon them by virtue of this Agreement.

**ARTICLE 22.00 - CONSTRUCTION LIENS**

- 22.01 Each of the parties hereto covenants and agrees to forthwith make any required payment or filing of any security, so as to forthwith remove any construction lien (claimed in respect of a supply of materials and/or the provision of services contracted for by it) which encumbers the other party's lands, by no later than thirty (30) days after the receipt of a written request to do so delivered by or on behalf of any of the other condominiums comprising the Two Condominium Corporations, and/or the Declarant failing which, such other of the Two Condominium Corporations or the Declarant may make the payment or post the security required to remove such construction lien from title, and thereafter seek reimbursement for all monies expended (and costs incurred) in doing so from the defaulting party.

**ARTICLE 23.00 - SUCCESSORS AND ASSIGNS**

- 23.01 This Agreement shall enure to the benefit of, and be correspondingly binding upon, the parties hereto and their respective successors and assigns.
- 23.02 Notwithstanding anything provided in this Agreement to the contrary, it is expressly understood and agreed by the parties hereto that:
- i) any reference to either of the Two Condominium Corporations in this Agreement, where the context pertains to the use or enjoyment of an easement (or some other right, benefit or interest), shall be deemed to include such Condominium's duly authorized agents, representatives, employees, contractors and/or subcontractors, and shall also specifically include the unit owners thereof and their respective tenants, residents and invitees;
  - ii) any reference to the Declarant in this Agreement, where the context pertains to the use or enjoyment of an easement (or some other right, benefit or interest), shall specifically include the Declarant and the condominium corporations which are ultimately created on the Total Site, and their duly authorized agents, representatives, employees, contractors and/or subcontractors, together with all of the unit owners of said condominium corporations, and their respective tenants, residents and invitees; and
  - iii) any reference to the Shared Facilities Committee shall, unless the context provides otherwise, mean the Declarant in the event that said committee has not yet been created, provided however, that any obligations imposed upon the Shared Facilities Committee including without limitation the obligation to carry out and/or pay for any maintenance or repair work (hereinafter referred to as the "Shared Obligations"), shall apply to the Declarant only insofar as the appropriate contributions have been made by such of the Two Condominium Corporations in existence from time to time (or insurance proceeds are available) to enable the Declarant to carry out and/or pay for any of the Shared Obligations.

**ARTICLE 24.00 - FURTHER ASSURANCES**

- 24.01 The parties hereto hereby covenant and agree to forthwith execute all further documents, instruments and assurances as may be necessary or required in order to carry out the true intent of these presents, and to register this Agreement (or notice thereof) against the title to the Phase I Lands and the Phase II Lands. Without limiting the generality of the foregoing, the parties hereto hereby covenant and agree to execute all such further documents, instruments and agreements as may be required in order to realign the boundaries of the Shared Easement Areas so that same align more accurately with the final location thereof, as finally constructed. Moreover, each of the Two Condominium Corporations specifically covenants and agrees to execute, forthwith upon the request of the Declarant as is necessary and at no cost to the Declarant or to any other party hereto:
- i) such further or supplementary Shared Facilities Agreements pertaining to (and generally confirming) those matters and details more particularly set out herein, and containing such additional provisions as the Declarant may deem necessary or desirable in order to more accurately reflect the sharing of the Shared Facilities between the Two Condominium Corporations, but in no case derogating in any material respect from the overall nature and intent of this Agreement;
  - ii) whatever releases or other documents are required in order to delete this agreement from title to any lands which do not or will not form part of the Two Condominium Corporations. In this regard, the parties acknowledge and agree that because the precise location of the Two Condominium Corporations is not presently known and because there is currently no registerable legal description for the Total Site available, that this Agreement may be registered against lands owned by the Declarant which will not form part of the Total Site. Accordingly, the parties agree from time to time to execute the releases or other documents requested by the Declarant in order to delete this agreement from title to any lands which do not or will not form part of the Two Condominium Corporations; and
  - iii) such documents, releases and assurances as the Declarant may require in order to evidence and confirm the cessation of the Declarant's obligations and liabilities hereunder with respect to the Two Condominium Corporations, and the release of all claims by the Two Condominium Corporations against the Declarant arising from, or in connection with this Agreement or any supplementary or further Shared Facilities Agreements.
- 24.02 Notwithstanding anything hereinbefore provided to the contrary, it is expressly understood and agreed that if a counterpart of this Agreement is duly executed by either of the Two Condominium Corporations (as and when same are created) with or without the Declarant as an additional signatory thereto (which incorporates all material aspects of this Agreement and the overall nature and intent hereof, but which is not executed by any of the other parties hereto), in lieu of any of the supplementary agreements referred to in paragraph 24.01(i) hereof (which would require the execution thereof by each of the Phase I Condominium Corporation, and/or the Phase II Condominium Corporation), then any such party which does not execute such counterpart agreement shall nevertheless be bound by all of the terms and provisions of the said counterpart agreement as if it had duly executed same.
- 24.03 At the time of the preparation of this Agreement, the Declarant has commenced selling units in the Phase I. However, pre-sales for the Phase II Condominium have not yet begun and it is possible that the development of the Phase II Condominium may be substantially different from what is contemplated as of the preparation of this Agreement. For example, the actual number of condominium phases to be developed may be more or less than two and the Declarant may decide not to construct additional condominium phases for a significant period of time or not to construct them at all. Accordingly, the parties agree that if in fact, the Phase II Condominium is developed in a manner substantially different from as contemplated in this Agreement, or is not constructed at all, they will co-operate in amending this Agreement so that it takes into account the changes to the development of the Phase II Condominium.

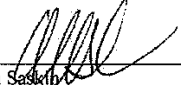
**ARTICLE 25.00 - MISCELLANEOUS PROVISIONS**


- 25.01 This Agreement is subject to compliance with the subdivision and part-lot control provisions of the *Planning Act, R.S.O. 1990*, as amended.
- 25.02 The headings used throughout the body of this Agreement form no part hereof, but shall be deemed to be inserted for convenience of reference only.
- 25.03 This Agreement shall be read and construed with all changes in gender and/or number as may be required by the context.

- 25.04 If any clause or section of this Agreement shall be determined by a court of competent jurisdiction to be illegal or unenforceable, then such clause or section shall be considered separate and severable from the rest of this Agreement, and the remaining provisions hereof shall remain in full force and effect, and shall continue to be binding upon the parties hereto as though the said illegal or unenforceable clause or section had never been included.
- 25.05 This Agreement may be executed in one or more counterparts, each of which when so executed shall constitute an original, and all of which shall together constitute one and the same agreement.
- 25.06 Wherever this Agreement allows a party to exercise its discretion or to act unilaterally, such exercise of discretion or actions shall be carried out honestly and in good faith.

**IN WITNESS WHEREOF** the parties hereto have hereunto caused to be affixed their corporate seals, duly attested to by their respective proper signing officers authorized in that behalf.

**TORONTO STANDARD CONDOMINIUM  
CORPORATION NO. 2249**

Per:   
Name: Alan Saskin  
Title: President

Per:   
Name: David Mandell  
Title: Secretary

I/We have the authority to bind the Corporation.

**WESTSIDE GALLERY LOFTS INC.**

Per:   
Name: Alan Saskin  
Title: President

I have the authority to bind the Corporation.

## **WESTSIDE**

### **RULES**

1. GENERAL
2. QUIET ENJOYMENT
3. SECURITY
4. SAFETY
5. COMMON ELEMENTS
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7. GARBAGE DISPOSAL
8. TENANCY OCCUPATION
9. PARKING
10. LOCKER UNITS
11. BALCONY/TERRACE AND EXCLUSIVE USE AREAS
12. ELEVATORS AND MOVING
13. OWNER'S CONTRACTORS, TRADE OR SERVICE PERSONNEL
14. GUEST SUITE UNITS
15. AMENITY UNIT

## **RULES**

The following Rules made pursuant to the *Condominium Act, 1998, S.O. 1998, C.19* 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 and invitees.

Any losses, costs or damages incurred by the Corporation by reason of a breach of any Rules in force from time to time by any Owner, or his family, guests, servants, agents or occupants of his Unit, shall be borne and/or paid for by such Owner and may be recovered by the Condominium Corporation (the “**Corporation**”) against such Owner in the same manner as common expenses.

### **1. GENERAL**

- (a) Use of the common elements and units shall be subject to the Rules which the Board 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;

### **2. QUIET ENJOYMENT**

- (a) Owners and their families, guests, visitors, servants and agents shall not create nor permit the creation or continuation of any noise or nuisance which, in the opinion of the Board or the Manager, may or does disturb the comfort or quiet enjoyment of the Units or Common elements by other Owners or their respective families, guests, visitors, servants and persons having business with them.
- (b) No noise shall be permitted to be transmitted from one Unit to another. If the Board determines that any noise is being transmitted to another Unit and that such noise is an annoyance or a nuisance or disruptive, then the Owner of such Unit shall at his expense take such steps as shall be necessary to abate such noise to the satisfaction of the Board. If the Owner of such Unit fails to abate the noise, the Board shall take such steps as it deems necessary to abate the noise and the Owner shall be liable to the Corporation for all expenses hereby incurred in abating the noise (including reasonable solicitor’s fees).
- (c) No auction sales, private showing or public events shall be allowed in 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.

### **3. SECURITY**

- (a) Residents are to immediately report any suspicious person(s) seen on the property to the manager or its staff;
- (b) No duplication of keys shall be permitted except with the authorization of the Board, and the names of persons authorized to have keys shall be furnished to the Board at all times.
- (c) Under no circumstances shall building access or common element keys be made available to anyone other than an owner or occupant.
- (d) No visitor may use or have access to the common elements and facilities unless accompanied by an owner or occupant.
- (e) Building access doors shall not be left unlocked or wedged open for any reason.
- (f) Service elevator availability shall be allocated by the manager in accordance with the elevators and moving rules. Loading facilities shall only be used with prior permission and as scheduled by the manager.

- (g) No owner or occupant shall place or cause to be placed on the access doors to any unit, additional or alternate locks, without the prior written approval of the Board. All door locks and keys must be compatible with the lock systems on the property and a copy of each new key must be delivered to the manager.
- (h) Owners shall supply to the Board the names of all residents and tenants of all Residential Units and the license number of all motor vehicles that are parked in parking units.

**4. SAFETY**

- (a) No storage of any hazardous or offensive goods, provisions or materials shall be kept in any of the Units or Common elements;
- (b) Subject to the terms of the declaration, no propane or natural gas tank shall be kept in the units or exclusive use common elements;
- (c) Owners and occupants shall not overload existing electrical circuits;
- (d) Water shall not be left running unless in actual use;
- (e) Nothing shall be thrown out of the windows or the doors of the units;
- (f) No 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) Subject to the terms of the Declaration, 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, balconies or terraces without the prior written consent of the Board.
- (d) No equipment shall be removed from the common elements by, or on behalf of, any owner or occupant of a unit;
- (e) No outside painting shall be done to the exterior of the units, railings, doors, windows, or any other part of the common elements;
- (f) The passageways and walkways which are part of the common elements shall not be obstructed by any of the owners or occupants or used by them for any purpose other than for ingress and egress to and from a unit or some other part of the common elements;
- (g) Any physical damage to the common elements caused by an owner or occupant, his 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. 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.

**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 garburators 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 building.

**7. GARBAGE DISPOSAL**

- (a) Loose garbage is not to be deposited in the garbage chute. All garbage must first be properly bound, packaged or bagged to prevent mess, odours and disintegration during its fall down the garbage chute or disposed through the Corporation's Recycling Systems;
- (c) Cartons and large objects which might block the garbage chute shall be stored in such area designated by the Board. The manager or such designated person must be called to arrange for the immediate disposal of such items. Such items shall not be left outside the unit or on any exclusive use common elements;
- (d) No garbage is to be left on the floor of the disposal rooms;
- (e) No burning cigarettes, cigars, ashes or other potential fire hazards shall be thrown down the garbage chute;
- (f) No garbage shall be placed in the garbage chute between the hours of 10:00 p.m. and 8:00 a.m.

**8. TENANCY OCCUPATION**

- (a) No unit shall be occupied under a lease unless, prior to the tenant being permitted to occupy the unit, the owner shall have delivered to the Corporation a completed Tenant Information Form in accordance with Schedule 1 attached hereto, a duly executed Tenant's Undertaking and Acknowledgment in accordance with Schedule 2 attached hereto and an executed copy of the Application/Offer to Lease and the Lease itself;

- (b) In the event that the owner fails to provide the foregoing documentation in compliance with paragraph (a) above prior to the commencement date of the tenancy, and fails to comply 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. PARKING**

For the purpose of these Rules, "motor vehicle" means a private passenger automobile, station wagon, compact van, or motorcycle as customarily understood. No motor vehicle parked upon any common elements shall exceed a height of 1.85 metres.

- (a) No vehicles, 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. Delivery vehicles shall not enter upon nor utilize the driveway/turning circle at the main entranceway to the Building.
- (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 whatsoever caused to such motor vehicle or to the Owner thereof.
- (k) Guests and visitors shall park only in areas designated as guest or visitor parking.
- (l) No motor vehicle having a propane or natural gas propulsion system shall be parked in a parking unit or the common elements.
- (m) No parking units shall be used for any purpose other than to park a motor vehicle that is either a private passenger automobile, station wagon, compact van or motor cycle.

**10. BALCONIES, TERRACES AND EXCLUSIVE USE AREAS**

- (a) No hanging or drying of clothes is allowed on any balcony, terrace, patio or exclusive use area.
- (b) Balconies, terraces and exclusive use areas shall not be used for the storage of any goods or materials.
- (c) Only seasonal furniture is allowed on balconies, terraces and exclusive use areas. All such items shall be safely secured in order to prevent such items from being blown off the balcony, terrace, patio or exclusive use areas by high winds.
- (d) No owner, occupant or tenant shall do or permit anything to be done on a balcony, terrace or exclusive use area which does or may unreasonably disturb, annoy or interfere with the comfort and/or quiet enjoyment of the units and/or common elements by other owners, occupants or tenants.
- (e) No awnings or shades shall be erected over or outside of balconies, terraces and exclusive use areas without the prior consent of the Board. The Board shall have the right to prescribe the shape, colour and material of such awnings or shades to be erected.

**11. LOCKER UNITS**

- (a) All stored articles must be placed within individual Locker Unit and no storage is permitted on top of a Locker Unit so as to conflict with fire regulations.
- (b) No stores of coal, propane or natural gas tank or any combustible materials or offensive goods, provisions or materials or any food stuffs shall be stored in any Locker Unit.

- (c) Locker Units shall not be used as workshop areas or for any purpose other than for storage.

**12. ELEVATORS AND MOVING**

- (a) Furniture and equipment shall be moved into or out of the building only by the elevator designated for such purpose (the "service elevator") by the Board. The service elevator shall be used for the delivery of any goods, services or home furnishings where the pads to protect the elevators should be installed as determined by the manager or its staff in their sole discretion. The time and date for moving or delivery shall be fixed in advance by arrangement and reservation with the manager. The reservation shall be for a period not exceeding 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 6:00 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 building 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 building, the full cost of repairs less the amount of security deposit shall be assessed against the unit owned by or occupied by the person reserving the service elevator as a common element expense and still be collected as such.
- (f) During the term of the reservation and while any exterior doors are in an open condition, the owner or person reserving the service elevator shall take reasonable precautions to prevent unauthorized entry into the building.
- (g) Corridors and elevator lobbies shall not be obstructed prior to, during or after the term of the reservation.
- (h) Upon moving from 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 17(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 17(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 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. GUEST SUITE UNITS**

There are two (2) Guest Suites available for the convenience and use of residents' guests in the Condominium.

The guests may use the recreational facilities.

Guests are subject to all of the Corporation's rules and regulations.

- (a) The Guest Suites are available on a "first-come basis".
- (b) The rate for the use of the Guest Suites shall be as directed from time to time by the Board.
- (c) The maximum stay for a guest is seven (7) consecutive nights.
- (d) Residents may book use of a Guest Suite via the telephone or in person. Full payment is required from the resident within forty-eight (48) hours of making the booking, by cheque, and completing and signing the necessary forms at attached hereto. Cheques are to be made payable to the Condominium Corporation.
- (e) The Guest Suite key should be picked up from the Superintendent by the resident making the booking. Upon leaving, the guest is to lock the Guest Suite door and leave the key with the Superintendent.
- (f) There is a replacement charge for a lost key and key chain, as well as for the changing of the Guest Suite door lock as determined by the Board from time to time.
- (g) Check-in time is 3:00 p.m. and check-out time is 11:00 a.m.
- (h) Daily cleaning of the Guest Suite includes the changing of sheets and towels.

- (i) The resident is responsible for any damage caused to the Guest Suite by the guest. An inspection of the Guest Suite by the resident, accompanied by the Superintendent or a member of the Board of Directors, is recommended prior to the guest occupying the Guest Suite and at the end of the guest's stay.
- (j) Payment is refundable for an unused Guest Suite, when cancelled at least forty-eight (48) hours in advance of the booked date.
- (k) An owner/guest is required to report any problems within the Guest Suite to the Property Manager or the Superintendent.

**15. AMENITY UNIT**

**(A) MULTI-PURPOSE ROOM**

- (a) Any Unit Owner wishing to use the multi-purpose room shall complete in triplicate an application for rental of this room 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 their Agent at the time of application. The deposit shall be returned if the multi-purpose room is left in the same condition as it is found.
- (b) No resident shall permit more persons to be present in the multi-purpose room 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 multi-purpose room 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 multi-purpose room or upon the property of the condominium corporation.
- (e) Any resident using the multi-purpose room 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 multi-purpose 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 multi-purpose room may not be used for any purpose after 2:00 a.m.

**(B) FITNESS ROOM**

- (a) The use of this room is at the user's risk.
- (b) No equipment is to be taken out of the fitness room for any reason.
- (c) Proper advice must be sought by the user of the equipment before using the various exercise components in the room.
- (d) No food, beverages or smoking allowed in the room.
- (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 may use or is allowed in the fitness room.
- (h) Since perspiration will soil and damage the furniture in the lounge area, proper post exercise attire must be worn.

**PLEASE NOTE:**

**TAPES AND/OR RADIOS ARE ALLOWED. IF A RESIDENT FINDS THE NOISE LEVEL OBJECTIONABLE, THE AUDIO EQUIPMENT MUST BE TURNED DOWN OR REMOVED.**

**FOR SANITARY REASONS, PLEASE USE A TOWEL TO WIPE THE PERSPIRATION OFF THE SURFACE OF THE EQUIPMENT USED.**

**Office Schedule**

AT 3073995

CERTIFICATE OF RECEIPT  
RÉCÉPISSÉ  
TORONTO (66)

2012-07-16

11:25

  
LAND REGISTRAR

**DECLARATION**

**CONDOMINIUM  
ACT, 1998**

TORONTO STANDARD CONDOMINIUM PLAN NO. 2249

NEW PROPERTY IDENTIFIERS BLOCK 76249

RECENTLY : PART OF PIN 21298-0436

DECLARANT : WESTSIDE GALLERY LOFTS INC.

SOLICITOR : MICHAEL BAUM

FIRM: HARRIS, SHEAFFER, LLP

Phone : 416-250-2892 Fax : 416-250-5300

No. OF UNITS 860

FEES : 860 UNITS X \$5. = \$4,300 = \$70. = \$4370.

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:

**WESTSIDE GALLERY LOFTS INC.**

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

**WHEREAS:**

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

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

**ARTICLE I  
INTRODUCTORY**

1.1 Definitions

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

- (a) "**Amenity Unit**" means Unit 48, Level A;
- (b) "**Artscape**" or "**Artscape Development**" means the condominium corporation registered as Toronto Standard Condominium Corporation No. 2118, being a condominium corporation registered on those portions of the lands designated as Part of Ordnance Reserve, according to a plan registered in the Registry Division of the Toronto Registry Office as Plan of Ordnance Reserve, designated as Parts 1 to 5, inclusive and 7 to 20, inclusive on 66R-25068 (the "**Artscape Lands**");
- (c) "**Artscape Parking Units**" means those Parking Units being Units 3 to 9, inclusive, on Level A;
- (d) "**Artscape Visitor Parking Space**" means those portions of the common elements designated as Artscape Visitor Parking on the Description, and as more particularly described in Section 3.7 herein;
- (e) "**Board**" means the Corporation's Board of Directors;
- (f) "**By-Laws**" means the by-laws of the Corporation enacted from time to time;
- (g) "**Car Share Parking Spaces**" means those portions of the common elements designated as car share parking on the Description, and as more particularly described in Section 3.8 herein;

- (h) **“C.A.C.F. Room Unit”** means Unit 14 on Level 1;
- (i) **“Common Elements”** means all the Property, except the Units;
- (j) **“Communication Control Room Unit”** means Unit 53 on Level A;
- (k) **“Condominium”** or **“Corporation”** shall have the meaning set out in 1.1(x) herein;
- (l) **“Disabled Parking Units”** means those Parking Unit numbers being Units 3, 22 and 33 on Level A, 27 on Level B, and 27 on Level C;
- (m) **“Electrical Room Unit”** means Unit 49 on Level A;
- (n) **“Epic”** or **“Epic Development”** means the condominium corporation to be developed and created by the Declarant as a separate condominium corporation, upon the registration of a declaration and description on the lands legally described as Part of Block 5, as shown on a Plan of Ordnance Reserve registered in the Registry Division of the Toronto Registry Office and Part of Abell Street, Closed by By-law 6321, Instrument No. OD33202, as shown on a Plan registered in the Registry Division of the Toronto Registry Office as Plan 878, designated as PARTS 1 to 7, inclusive, and 10 on Plan 66R-23505, being Part of PIN 21298-0432 (LT) and PART 1, Plan 66R-26215, save and except PART 2, Plan 66R-23756, being part of P.I.N. 21298-0436 (LT) City of Toronto (the **“Epic Lands”**);
- (o) **“Epic Development Transfer Date”** means the earlier of:
  - (i) one hundred and twenty (120) days after Epic has been registered as a condominium pursuant to the provisions of the Act by the Declarant and all residential units therein have been sold and conveyed by the Declarant; and
  - (ii) such earlier date at the Declarant may determine in its sole and unfettered discretion;
- (p) **“Governmental Authorities”** means the City of Toronto and all other governmental authorities or agencies having jurisdiction over the Property;
- (q) **“Guest Suite Units”** means Units 11 and 12, on Level 1;
- (r) **“Knockout Panel/Drive Aisle Units”** means Unit 54 and 55 on Level A;
- (s) **“Locker Units”** means Units 34 to 47, inclusive, on Level A; 102 to 148, inclusive, on Level B; and 40, 103 to 282, inclusive, on Level C;
- (t) **“Mechanical Penthouse Unit”** means Unit 17 on Level 9;
- (u) **“Mechanical Room Unit”** means Unit 51 on Level A;
- (v) **“Owner”** means the Owner or Owners of the freehold estate(s) in a Unit, but does not include a mortgagee unless in possession;
- (w) **“Parking Units”** means Units 1 to 33, inclusive, on Level A; Units 1 to 101, inclusive, on Level B; Units 1 to 39, inclusive, and 41 to 102, inclusive on Level C;
- (x) **“Phase I”** or **“Phase I Corporation”** or **“Phase I Condominium”** means the freehold condominium that is a standard condominium corporation created by the registration of this Declaration;
- (y) **“Phase I/Artscape Proportionate Service Unit Interest”** means the respective ownership share by each of Phase I and Artscape with respect to the Phase

I/Artscape Service Units as determined in accordance with this Declaration and the Phase I/Artscape Shared Facilities Agreement;

- (z) **“Phase I/Artscape Service Units”** means the Electrical Room Unit (U49, LA), the Refuse Room Unit (U50, LA), Mechanical Penthouse Unit (U17, L9), and the C.A.C.F. Room Unit (U14, L1) all of which shall ultimately be shared and used by or on behalf of Phase I and Artscape for the maintenance and operation of all mechanical, electrical, utility, refuse and recycling sorting, collection, and storage, site servicing and/or ancillary system(s), serving both of Phase I and Artscape including, without limitation, the Shared Facilities, in accordance with this Declaration and the Phase I/Artscape Shared Facilities Agreement together with all other mechanical and/or electrical rooms hereafter situate in Artscape housing or enclosing any artscor electrical fixtures or equipment (and any appurtenances thereto) utilized in connection with the operation and/or maintenance of any or all of the Shared Facilities;
- (aa) **“Phase I/Artscape Shared Facilities”** means the Artscape Visitor Parking Space, the Phase I/Artscape Service Units and servicing pipes, chutes, wires, cables, conduits and systems, serving or benefiting the Phase I/Artscape Service Units, including without limitation, all pertinent portions of the storm and sanitary sewer systems, and the gas, domestic water, plumbing, ventilation, hydro-electric, energy management, computer monitoring and fire protections systems (as well as portions of various ancillary mechanical and electrical fixtures, cables, valves, meters and equipment appurtenant thereto), and the garbage chutes and sorters which provide security, monitoring, heat, power, drainage, fire protection and/or any other type of service to both of Phase I and Artscape (whether presently existing or installed subsequent to the date of registration of this Declaration) but excluding any such items which serve and benefit only one of Phase I or Artscape exclusively, and shall also include those areas, services, systems requirements and facilities identified or defined as Shared Facilities in the Phase I/Artscape Shared Facilities Agreement;
- (bb) **“Phase I/Artscape Shared Facilities Agreement”** means the mutual easement and cost-sharing agreement to be entered into between the Phase I Condominium and Artscape (with the Declarant entering into same for and on behalf of the Artscape) and providing, amongst other things, for the mutual use, maintenance and cost-sharing of the Phase I/Artscape Shared Facilities. The term “Phase I/Artscape Shared Facilities Agreement” shall also be deemed to include, in its definition, any supplementary agreement(s) or counterpart agreement(s) which affirms, amends and/or supersedes the original Phase I/Artscape Shared Facilities Agreement between the aforementioned parties and/or their respective successors and assigns and/or Artscape;
- (cc) **“Phase I/Artscape Shared Facilities Costs”** means the aggregate of all costs and expenses incurred in connection with the Phase I/Artscape Shared Facilities, all as provided in the Phase I/Artscape Shared Facilities Agreement and shall include without limitation, the costs and expenses incurred in connection with the maintenance, repair and operation of the Phase I/Artscape Shared Facilities, including without limitation, the cost of maintaining and repairing all electrical and mechanical equipment, fixtures and installations comprising same or appurtenant thereto, together with the amount of any municipal, provincial or federal taxes and/or common expense assessments attributable to the Phase I/Artscape Shared Facilities (or any portion thereof) and any common expenses payable in respect of the Phase I/Artscape Service Units;
- (dd) **“Phase I/Artscape Transfer Date”** means the earlier of:
- (a) one hundred and twenty (120) days after Phase I has been registered as a condominium pursuant to the provisions of the Act by the Declarant and all residential units therein have been sold and conveyed by the Declarant; and

- (b) such earlier date at the Declarant may determine in its sole and unfettered discretion;
- (ee) **“Phase II”** or **“Phase II Corporation”** or **“Phase II Condominium”** means the condominium corporation to be developed and created by the Declarant as a separate condominium corporation, upon the registration of a declaration and description on the lands legally described as Part of the Ordnance Reserve, Plan of Ordnance Reserve, designated as PART 6, Plan 66R-26215 and PARTS 28, 29, 31, 40 and 42, Plan 66R-25068, save and except PARTS 3 and 4, Plan 66R-26215, being part of P.I.N. 21298-0436 (LT), City of Toronto (the **“Phase II Lands”**);
- (ff) **“Refuse Room Unit”** means Unit 50 on Level A;
- (gg) **“Residential Units”** means Units 1 to 10, inclusive, and 13, Level 1; Units 1 to 33, inclusive, on Levels 4 and 5; Units 1 to 30, Levels 6 to 8, inclusive; Units 1 to 16, inclusive, Level 9; Units 1 to 17, inclusive, Levels 10 to 20, inclusive;
- (hh) **“Shared Facilities Agreement(s)”** means individually or collectively, as the context may require, any one or more of the Phase I/Artscape Shared Facilities Agreement, the Westside Condominiums Shared Facilities Agreement, the Westside Project Shared Facilities Agreement, and the Westside/Epic/St. Clares Shared Facilities Agreement;
- (ii) **“Service Units”** means the Phase I/Artscape Service Units (Electrical Room Unit (U49, LA), Refuse Room Unit (U50, LA), Mechanical Penthouse Unit (U17, L9), and C.A.C.F. Room Unit (U14, L1)), and the Westside Project Service Units (Mechanical Room Unit (U51, LA), Transformer Vault Unit (U52, LA), Communication Control Room Unit (U53, LA));
- (jj) **“St. Clares”** or **“St. Clares Development”** means the rental building comprising 190 not-for-profit rental units constructed upon the lands legally described as Part of Block 5, Plan of Ordnance Reserve, being Parts 8 and 9 on Plan 66R-23505, and Part 1 on Plan 66R-23756; City of Toronto, being all of PIN 21298-0427 (LT) (the **“St. Clares Lands”**);
- (kk) **“Superintendent's Suite”** means the Residential Unit designated as Unit 13, Level 1;
- (ll) **“Transformer Vault Unit”** means Unit 52 on Level A;
- (mm) **“Units”** means collectively, as the context may require, any portions of the Condominium which are designated as units;
- (nn) **“Visitor Bicycle Lock-Up Unit”** means Unit 15 on Level 1;
- (oo) **“Visitor Parking Spaces”** means those portions of the common elements designated as visitor parking on the Description, and as more particularly described in Section 3.7 herein;
- (pp) **“Westside Condominiums”** means the Phase I Condominium and the Phase II Condominium, collectively;
- (qq) **“Westside Condominiums Proportionate Shared Unit Interest”** means the respective ownership share by each of the Westside Condominiums with respect to the Westside Condominiums Shared Units as determined in accordance with this Declaration and the Westside Condominiums Shared Facilities Agreement;
- (rr) **“Westside Condominiums Shared Facilities”** means the Westside Condominiums Shared Units and servicing pipes, wires, cables, conduits and systems, serving or benefiting the Westside Condominiums Shared Units, including without limitation, all pertinent portions of the storm and sanitary sewer

- systems, and the gas, domestic water, plumbing, ventilation, hydro-electric, energy management, computer monitoring and fire protections systems (as well as portions of various ancillary mechanical and electrical fixtures, cables, valves, meters and equipment appurtenant thereto), which provide security, monitoring, heat, power, drainage, fire protection and/or any other type of service to both of Phase I and Phase II (whether presently existing or installed subsequent to the date of registration of this Declaration) but excluding any such items which serve and benefit only one of Phase I or Phase II exclusively, and shall also include those areas, services, systems requirements and facilities identified or defined as Shared Facilities in the Westside Condominiums Shared Facilities Agreement;
- (ss) **“Westside Condominiums Shared Facilities Agreement”** means the mutual easement and cost-sharing agreement to be entered into between the Declarant and the Phase I Condominium (with the Declarant entering into same for and on behalf of the Phase II Condominium) and providing, amongst other things, for the mutual use, maintenance and cost-sharing of the Westside Condominiums Shared Facilities. The term “Westside Condominiums Shared Facilities Agreement” shall also be deemed to include, in its definition, any supplementary agreement(s) or counterpart agreement(s) which affirms, amends and/or supersedes the original Westside Condominiums Shared Facilities Agreement between the aforementioned parties and/or their respective successors and assigns;
- (tt) **“Westside Condominiums Shared Facilities Costs”** means the aggregate of all costs and expenses incurred in connection with the Westside Condominiums Shared Facilities, all as provided in the Westside Condominiums Shared Facilities Agreement and shall include without limitation, the costs and expenses incurred in connection with the maintenance, repair and operation of the Westside Condominiums Shared Facilities, including without limitation, the cost of maintaining and repairing all electrical and mechanical equipment, fixtures and installations comprising same or appurtenant thereto, together with the amount of any municipal, provincial or federal taxes and/or common expense assessments attributable to the Westside Condominiums Shared Facilities (or any portion thereof) and any common expenses payable in respect of the Westside Condominiums Shared Units;
- (uu) **“Westside Condominiums Shared Unit(s)”** means the Amenity Unit (U48, LA);
- (vv) **“Westside Condominiums Transfer Date”** means the earlier of:
- (i) the date upon which the last of the Westside Condominiums has been registered as a separate condominium pursuant to the provisions of the Act by the Declarant and all residential units therein have been sold and conveyed by the Declarant; and
  - (ii) such earlier date as the Declarant may determine in its sole and unfettered discretion;
- (ww) **“Westside/Epic/St. Clares Shared Facilities”** means those areas, services, systems requirements and facilities identified or defined as Shared Facilities in the Westside/Epic/St. Clares Shared Facilities Agreement;
- (xx) **“Westside/Epic/St. Clares Shared Facilities Agreement”** means the mutual easement and cost-sharing agreement to be entered into between the Phase I Condominium, the Phase II Condominium, Epic and St. Clares and providing, amongst other things, for the mutual use, maintenance and cost-sharing of the Westside/Epic/St. Clares Shared Facilities.
- (yy) **“Westside/Epic/St. Clares Shared Facilities Costs”** means the aggregate of all costs and expenses incurred in connection with the Westside/Epic/St. Clares Shared Facilities, all as provided in the Westside/Epic/St. Clares Shared Facilities Agreement and shall include without limitation, the costs and expenses incurred in connection with the maintenance, repair and operation of the Westside/Epic/St.

Clares Shared Facilities, including without limitation, the cost of maintaining and repairing all electrical and mechanical equipment, fixtures and installations comprising same or appurtenant thereto, together with the amount of any municipal, provincial or federal taxes and/or common expense assessments attributable to the Westside/Epic/St. Clares Shared Facilities (or any portion thereof);

- (zz) **“Westside Project”** means the Phase I Condominium, the Phase II Condominium and Artscape;
- (aaa) **“Westside Project Proportionate Shared Unit Interest”** means the respective ownership share by each of the three components of the Westside Project with respect to the Westside Project Service Units as determined in accordance with this Declaration and the Westside Project Shared Facilities Agreement;
- (bbb) **“Westside Project Service Units”** means the Mechanical Room Unit (U51, LA), the Transformer Vault Unit (U52, LA), Communication Control Room Unit (U53, LA) all of which shall ultimately be shared and used by or on behalf of Phase I, Phase II and Artscape for the maintenance and operation of all mechanical, electrical, utility, site servicing and/or ancillary system(s), serving Phase I, Phase II and Artscape including, without limitation, the Shared Facilities, in accordance with this Declaration and the Westside Project Shared Facilities Agreement together with all other mechanical and/or electrical rooms hereafter situate in Artscape or Phase II housing or enclosing any mechanical or electrical fixtures or equipment (and any appurtenances thereto) utilized in connection with the operation and/or maintenance of any or all of the Shared Facilities;
- (ccc) **“Westside Project Shared Facilities”** means the Westside Project Service Units, the Westside Project Service Units and servicing pipes, wires, cables, conduits and systems, serving or benefiting the Westside Project Service Units, including without limitation, all pertinent portions of the storm and sanitary sewer systems, and the gas, domestic water, plumbing, ventilation, hydro-electric, energy management, computer monitoring and fire protections systems (as well as portions of various ancillary mechanical and electrical fixtures, cables, valves, meters and equipment appurtenant thereto), which provide security, monitoring, heat, power, drainage, fire protection and/or any other type of service to Phase I, Phase II and Artscape (whether presently existing or installed subsequent to the date of registration of this Declaration) but excluding any such items which serve and benefit only one of Phase I, Phase II or Artscape exclusively, and shall also include those areas, services, systems requirements and facilities identified or defined as Shared Facilities in the Westside Project Shared Facilities Agreement;
- (ddd) **“Westside Project Shared Facilities Agreement”** means the mutual easement and cost-sharing agreement to be entered into between the Declarant (with the Declarant entering into same for and on behalf of the Phase II Condominium), the Phase I Condominium and the Artscape Development, and providing, amongst other things, for the mutual use, maintenance and cost-sharing of the Westside Project Shared Facilities. The term “Westside Project Shared Facilities Agreement” shall also be deemed to include, in its definition, any supplementary agreement(s) or counterpart agreement(s) which affirms, amends and/or supersedes the original Westside Project Shared Facilities Agreement between the aforementioned parties and/or their respective successors and assigns;
- (eee) **“Westside Project Shared Facilities Costs”** means the aggregate of all costs and expenses incurred in connection with the Westside Project Shared Facilities, all as provided in the Westside Project Shared Facilities Agreement and shall include without limitation, the costs and expenses incurred in connection with the maintenance, repair and operation of the Westside Project Shared Facilities, including without limitation, the cost of maintaining and repairing all electrical and mechanical equipment, fixtures and installations comprising same or appurtenant thereto, together with the amount of any municipal, provincial or federal taxes and/or common expense assessments attributable to the Westside

Project Shared Facilities (or any portion thereof) and any common expenses payable in respect of the Westside Project Service Units;

(fff) “**Westside Project Transfer Date**” means the earlier of:

- (i) the date upon which the last of the condominiums comprising the Westside Project has been registered as a separate condominium pursuant to the provisions of the Act and all residential units therein have been sold and conveyed by the Declarant; and
- (ii) such earlier date as the Declarant may determine in its sole and unfettered discretion;

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 Exclusions and Inclusions of Units

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

(a) Residential Units and Guest Suite Units

- (i) Each Residential Unit and Guest Suite Unit shall **include** all pipes, wires, cables, conduits, ducts, mechanical and electrical apparatus and the branch piping extending to, but not including, the common pipe risers, all of which provide a service or utility to the particular Unit, regardless of whether or not same are located outside the Unit boundaries described in Schedule ‘C’. Each Residential Unit and Guest Suite Unit **shall also include** the heating, air conditioning and ventilation equipment and appurtenant fixtures attached thereto, including the shut-off valve, all of which provide a service or utility to that particular Unit, regardless of whether or not same are located outside the Unit boundaries described in Schedule ‘C’.
- (ii) Each Residential Unit and Guest Suite Unit shall **exclude** any load bearing wall or column that provides support to another Unit or the Common Element, exterior door and frame, window and frame, all pipes, wires, cables, conduits, ducts, shafts, flues and mechanical and electrical apparatus, carbon monoxide detectors, fire alarms, security or sprinkler systems, all of which are situate in the Unit and provide a service or utility to another Unit(s) or the Common Element.

(b) Amenity Unit

- (i) The Amenity Unit shall **include** all exterior doors, door frames, windows and frames (if applicable), louvers and gratings, all pipes, wires, cables, ducts, shafts and mechanical and electrical apparatus, which provide a service or utility to the Unit only, regardless of whether or not same are located outside the Unit boundaries of the Amenity Unit described in

## Schedule 'C'

- (ii) The Amenity 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.
- (c) Parking Units and Locker Units
  - (i) Each Parking Unit and Locker Unit has no inclusions.
  - (ii) Each Parking Unit and Locker Unit shall **exclude**, all equipment or apparatus including any fans, pipes, wires, cables, conduits, ducts, flues, shafts, fire hoses, floor area drains and sump pumps, sprinklers, lighting, fixtures, air-conditioning or heating equipment appurtenant thereto, which provide any service to the Common Elements or Units, including all wall structures and support columns and beams as well as any additional floor surfacing (membranes and coatings included), which may be located within any Parking Unit and Locker Unit.
- (d) Service Units
  - (i) 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 each Service Unit described in Schedule 'C'.
  - (ii) 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) Knockout Panel/Drive Aisle Units
  - (i) Each Knockout Panel/Drive Aisle Unit shall **include** the surface membranes and coatings, if any, exterior doors, door frames, windows and frames (if applicable) louvers and gratings, guard rails, all pipes, wires, cables, ducts, shafts and mechanical and electrical apparatus, which provide a service or utility to the Unit only, regardless of whether or not same are located outside the Unit boundaries of the Knockout Panel/Drive Aisle Unit described in Schedule 'C'.
  - (ii) Each Knock out Panel/Drive Aisle Unit shall **exclude**, all equipment or apparatus including any fans, pipes, wires, cables, conduits, ducts, flues, shafts, fire hoses, floor area drains and sump pumps, sprinklers, lighting, fixtures, air-conditioning or heating equipment appurtenant thereto, which provide any service to the Common Elements or Units, including all wall structures and support columns and beams, which may be located within any Knock out Panel/Drive Aisle Unit
- (f) Visitor Bicycle Lock-Up Unit
  - (i) The Visitor Bicycle Lock-up Unit shall **include** all pipes, wires, cables, ducts, shafts and mechanical and electrical apparatus, which provide a service or utility to the Unit only, regardless of whether or not same are located outside the Unit boundaries of the Visitor Bicycle Lock-up Unit described in Schedule 'C'.
  - (ii) Each Visitor Bicycle Lock-up 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.

1.6 Common Interest and Common Expenses

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

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

The Corporation's address for service shall be 89 Skyway Avenue, Suite 200, Toronto, Ontario, M9W 6R4 or such other address as the Corporation may by resolution of the Board determine, and the Corporation's mailing address shall be c/o Simerra Property Management Inc., 89 Skyway Avenue, Suite 200, Toronto, Ontario, M9W 6R4. The Corporation's municipal address is 150 Sudbury Street, Toronto, Ontario, M6J 3T3.

1.8 Approval Authority Requirements

The approval authority required the following clause be included in this Declaration:

- (a) The water meter monitoring water consumption for the Phase I Condominium, the Phase II Condominium and Artscape is located within the Phase I Condominium. The Phase I Condominium will receive billing statements from the local water authority for payment in full of the bulk water and sewer bill so received. The Phase I Condominium shall be responsible for determining the Phase II Condominium and Artscape's consumption of water and sewer usage in accordance with the Westside Project Shared Facilities Agreement. Pursuant to the terms of the Westside Project Shared Facilities Agreement, Artscape shall, promptly upon presentment of the bulk water and sewer bill by the Condominium, pay its proportionate share thereof based on the same water rate as charged to the Condominium without mark-up or any administrative fees. Pursuant to the terms of the Westside Condominiums Shared Facilities Agreement the Phase II Condominium shall, promptly upon presentment of the bulk water and sewer bill by the Condominium and the meter readings from the check meter servicing the Phase II Condominium, pay its share thereof based on the same water rate as charged to the Condominium without mark-up or any administrative fees. The Condominium shall make available to the Phase II Condominium and Artscape such further documentation and other information regarding the water consumption and sewer usage and allocation as reasonably requested from time to time.
- (b) That the Declarant convey those easements and rights of way as set forth and described in Schedule "A" to this Declaration, which easements and rights of way, as noted in Schedule "A", are created to satisfy conditions imposed by the approval authority pursuant to Subsection 20 (2) of the Act.
- (c) Visitor Parking shall form part of the Common Elements and shall neither be used nor sold to Unit Owners or be considered part of the exclusive use portions of the Common Elements. (Refer to paragraph 3.7 for further details).
- (d) Non-disabled owners and/or occupants of the Disabled Parking Unit shall be obligated, upon notification by the Condominium Corporation to, at no cost to the disabled driver, exchange the use of the Disabled Parking Unit with a disabled driver's non-disable Parking Unit. (Refer to paragraph 4.4(e) for further details).

1.9 Architect/Engineer Certificates

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

## ARTICLE II COMMON EXPENSES

### 2.1 Specification of Common Expenses

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

### 2.2 Payment of Common Expenses

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

### 2.3 Reserve Fund

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

### 2.4 Status Certificate

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

## ARTICLE III COMMON ELEMENTS

### 3.1 Use of Common Elements

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

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

- (a) will result in a contravention of any term or provision set out in the Act, this Declaration, the By-Laws and Rules of the Corporation;
- (b) is likely to damage the property of the Corporation, injure any person, or impair the structural integrity of any Unit or the Common Elements;
- (c) will unreasonably interfere with the use and enjoyment by the other Owners of the Common Elements and/or their respective Units; or
- (d) may result in the cancellation (or threatened cancellation) of any policy of insurance obtained or maintained by the Corporation, or that may significantly increase any applicable insurance premium(s) with respect thereto, or any deductible portion in respect of such policy.

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

No sign, advertisement or notice of any type shall be inscribed, painted, affixed or displayed on the common elements except for signs marketing or other services by the Declarant and/or its related companies.

### 3.2 Exclusive Use Common Elements

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

### 3.3 Restricted Access

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

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

#### (a) General Prohibition

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

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

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

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

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

3.5 Declarant Rights

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

- (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, (including the Amenities) and the Visitor Parking Spaces for the purposes of implementing, operating and/or administering the Declarant's marketing, sale, construction and/or customer-service program(s) with respect to any Units in the Corporation or any other condominiums hereinafter marketed by the Declarant or any of its subsidiaries or affiliates from locations within the Property, from time to time;
- (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 signs and displays for marketing/sale purposes, as well as model suites and one or more offices for marketing, sales, construction and/or customer-service purposes, upon any portion of the Common Elements (including the Amenities), and within or outside any unsold Units and within and at such other locations and having such dimensions as the Declarant may determine in its sole and unfettered discretion, all without any charge to the Declarant for the use of the space(s) so occupied, nor for any utility services (or any other usual or customary services) supplied thereto or consumed thereby, nor shall the Corporation (or anyone else acting on behalf of the Corporation) prevent or interfere with the provision of utility services (or any other usual or customary services) to the Declarant's marketing/sales/construction/customer-service office(s) and said model suites;
- (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 modify common elements to configure or reconfigure the ramp and internal drive aisles, including without limitation circulation patterns and directional signage in the Corporation's underground garage; and
- (d) the Corporation shall ensure that no actions or steps are taken by anyone which would prohibit, limit or restrict the access and egress of the Declarant or a subsidiary body corporate, holding body corporate or affiliated body corporate of the Declarant and its authorized agents, representative and/or invitees in and to the Visitor Parking Spaces and over the Common Elements of the Corporation;

until one year after the date that all Residential Units in the Corporation or in any other condominiums hereinafter marketed by the Declarant or any of its subsidiaries or affiliates have been transferred by the Declarant or the relevant subsidiary or affiliate.

### 3.6 Pets

No animal, livestock or fowl, other than those household domestic pets as permitted pursuant to Article IV of this Declaration are permitted to be on or about the Common Elements, 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 to the residents of the Corporation is permitted to be on or about the Common Elements.

### 3.7 Visitor Parking Spaces

- (a) The Visitor Parking Spaces in the Condominium shall form part of the common elements and shall be for use by residential visitors to the Corporation, on a first come, first serve basis, in accordance with this Declaration, the Rules and the municipal by-laws applicable to the Property. The Visitor Parking Spaces may not be leased or sold to any person, including Owners or otherwise assigned or used as exclusive use common elements. The Visitor Parking Spaces shall be maintained by the Corporation and shall be used by visitors to the Property for the parking of their motor vehicles and shall not be used by any Unit Owner or for any other purpose whatsoever, except as provided herein. The Visitor Parking Space shall be designated as visitor parking by means of clearly visible signs. The Declarant, its sales and management personnel, agents, sub-trades, invitees and prospective purchasers, may park motor vehicles within the Visitor Parking Spaces until such time as title to all Units in the Corporation, the Phase II Corporation and the Epic Development have been conveyed by the Declarant.
- (b) The Artscape Visitor Parking Space in the Condominium shall form part of the common elements and shall be for use by residential visitors to the Corporation and to the Artscape Development on a first come, first serve basis, in accordance with this Declaration, the Rules, the Phase I/Artscape Shared Facilities Agreement and the municipal by-laws applicable to the Property. The Artscape Visitor Parking Space may not be leased or sold to any person, including Owners or otherwise assigned or used as exclusive use common elements. The Artscape Visitor Parking Space shall be maintained by the Corporation and shall be used by visitors to the Property and the Artscape Development for the parking of their motor vehicles and shall not be used by any person or for any other purpose whatsoever, except as provided herein. The Artscape Visitor Parking Space shall be designated as visitor parking by means of clearly visible signs. The Declarant, its sales and management personnel, agents, sub-trades, invitees and prospective purchasers, may park motor vehicles within the Artscape Visitor Parking Space until such time as title to all Units in the Corporation, the Phase II Corporation and the Epic Development have been conveyed by the Declarant.

### 3.8 Car Share Parking Spaces

- (a) The Car Share Parking Spaces in the Condominium shall form part of the common elements and shall be for used for the purpose of providing car sharing services to all of the members of a commercial car share program. The Car Share Parking Spaces may not be leased or sold to any person, including Owners or otherwise assigned or used as exclusive use common elements, provided, however, the Car Share Parking Spaces may be leased to a commercial operator of a "Car Share Program" for the purpose of parking vehicles used in connection therewith.
- (b) In the event that the Car Share Parking Spaces are not utilized for the purpose of providing car share services, the Car Share Parking Spaces may be used as Visitor Parking Spaces and the terms and conditions herein relating to Visitor Parking Spaces shall apply to the Car Share Parking Spaces mutatis mutandis.

**ARTICLE IV**  
**UNITS**

4.1 General Restrictions

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

- (a) No Unit shall be occupied or used by an Owner or anyone else, in such a manner as is likely to damage or injure any person or property (including any other Units or any portion of the Common Elements) or in a manner that will impair the structural integrity, either patently or latently, of the Units and/or Common Elements, or in a manner that will unreasonably interfere with the use or enjoyment by other owners of the Common Elements or their respective Units, or that may result in the cancellation or threat of cancellation of any insurance policy referred to in this Declaration, or that may increase any insurance premiums with respect thereto, or in such a manner as to lead to a breach by an Owner or by the Corporation of any provisions of this Declaration, the By-Laws, and/or any agreement authorized by By-Law. If the use made by an Owner of a Unit, other than the Declarant (except as is contemplated in this Declaration or in the By-Laws, or in any agreement authorized by By-Law) causes injury to any person or causes latent or patent damage to any Unit or to any part of the Common Elements or results in the premiums of any insurance policy obtained or maintained by the Corporation being increased, or results in such policy being cancelled, then such Owner shall be personally liable to pay and/or fully reimburse the Corporation for all costs incurred in the rectification of the aforesaid damages, and for such increased portion of the insurance premiums so payable by the Corporation (as a result of such Owner's use) and such Owner shall also be liable to pay and/or fully reimburse the Corporation for all other costs, expenses and liabilities suffered or incurred by the Corporation as a result of such owner's breach of the foregoing provisions of this subparagraph and such Owner shall pay with his or her next monthly contribution towards the common expenses after receipt of a notice from the Corporation, all increases in premiums in respect of such policy or policies of insurance. All payments pursuant to this clause are deemed to be additional contributions towards common expenses and recoverable as such;
- (b) Each Owner shall comply, and shall require all members of his or her family, occupants, tenants, invitees, servants, agents, contractors and licensees of his or her Unit to comply with the Act, the Declaration, the By-Laws, and all agreements authorized by By-law and the Rules including, without limitation, the Shared Facilities Agreement;
- (c) No change shall be made in the colour of any exterior glass, window, door or screen of any Unit except with the prior written consent of the Board. Each Owner shall ensure that nothing is affixed, attached to, hung, displayed or placed on the exterior walls, including awnings and/or storm shutters, doors or windows of the building, nor shall an Owner grow any type of plant, shrubbery, flower, vine or grass outside his Unit, except with the prior written consent of the Board, and further, when approved, subject to the Rules. All shades or other window coverings shall be white or off white when visible from the outside and all draperies shall be lined in white or off white to present a uniform appearance to the exterior of the building. No 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; and
- (d) No exterior aerial, antenna or satellite dish shall be placed on the Property, including Units and Common Elements, unless the Board consents in writing to any such other antenna, aerial or satellite dish, which consent may be arbitrarily withheld. Notwithstanding the foregoing, the Corporation shall be permitted to place one or more satellite dishes on the roof of the building if required to provide

communication and television service to the Units and Common Elements of the Corporation.

#### 4.2 Residential Units

- (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 building and all improvements to the Property, maintaining Units as models for display and sale purposes, and otherwise maintaining offices, displays and signs for marketing/sales/ leasing/customer service purposes upon the Common Elements, and within or outside any Unit to which the Declarant still holds title, until one year following the date that all Units in the Corporation, Phase II and the Epic Development (or in any other condominium marketed by the Declarant or any of its subsidiaries or affiliates from the Property) have been conveyed by the Declarant, or its related companies;
- (b) No sign, advertisement or notice of any type shall be inscribed, painted, affixed or displayed on any part of the inside or outside of any Unit, except for signs marketing condominiums by the Declarant and/or its related companies;
- (c) No animal, livestock, fowl, insect, reptile or pet of any kind shall be kept in any Residential Unit, other than the common household pets owned by a resident of a Residential Unit, as would be normal and acceptable as pets (considering type, size and size of the Residential Unit, among other things) in any development similar to the development in which the Residential Unit is located, as determined and permitted by the Board in its sole and absolute discretion. In no event shall a pet which weighs in excess of thirty (30) pounds be kept in any Residential Unit (other than a seeing eye dog or guide dog, dog to assist the hearing impaired or dog to assist the physically challenged), nor shall there be more than two pets in any Residential Unit and no more than one dog. Notwithstanding the foregoing, no animal which is deemed by the Board, in its sole and absolute discretion, to be a nuisance shall be kept by any owner in any Residential Unit and no dogs that will be a danger to residents shall be permitted in any Residential Unit or common elements. Such owner shall within the two (2) weeks of receipt of a written notice from the Board requesting the removal of such animal, permanently remove such animal from the Residential Unit and common elements. No breeding of animal, livestock, fowl, insect, reptile or pet of any kind shall be carried on, in or around any Unit or on the common elements. For the purpose of this Declaration the term "common household pet" shall mean a dog, domestic cat, caged bird or fish, or any other animal that the Board may designate as a common household pet in its sole and absolute discretion, from time to time.
- (d) In the event the Board determines, in its sole discretion, acting reasonably, that any noise, odour or offensive action is being transmitted to another Unit or the common elements and that such noise, odour or offensive action is an annoyance and/or a nuisance and/or disruptive (regardless of whether that Unit is adjacent to or wherever situated in relation to the offending Unit), then the Owner of such Unit shall at his or her own expense take such steps as shall be necessary to abate such noise, odour or offensive action to the satisfaction of the Board. In the event the Owner of such Unit fails to abate the noise, odour or offensive action, the Board shall take such steps as shall be necessary to abate the noise, odour or offensive action and the Owner shall be liable to the Corporation for all expenses incurred by the Corporation in abating the noise, odour or offensive action, which expenses are to include reasonable solicitor's fees on a solicitor and his or her own client basis;
- (e) No Owner of a Unit shall make any change, addition, modification or alteration, except for any change, addition, modification or alteration which is solely decorative in nature, in or to his or her Unit without the prior written consent of

the Board, which consent shall be in the sole and unfettered discretion of the Board and may be subject to such conditions as may be determined by the Board;

- (f) (i) For the purpose of this subparagraph, "Vertical/Horizontal Party Wall" means a vertical or horizontal wall constructed along the boundary between two (2) Residential Units shown in the Description as a vertical plane. Where and to the extent that concrete, concrete block 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, with prior written consent of the Board which may attach any reasonable condition to its consent, including obtaining the approval of the insurer of the Property and the Owner's written agreement to indemnify and save the Corporation harmless from and against any and all costs, expenses, damages, claims, and/or liabilities which the Corporation may suffer or incur as a result of or in connection with such work:
  - (a) erect, remove or alter any internal walls or partitions within his or her Residential Unit; or
  - (b) where he/she is the Owner of two (2) or more adjoining Residential Units, erect, remove or alter along all or part of those portions of the vertical or horizontal boundaries of each of those adjoining Residential Units shown in the Description as a line or plane, any Vertical/Horizontal Party Wall between his or her Residential Unit and such adjoining Residential Unit, or any soundproofing or insulating material on his or her Residential Unit side of such Vertical/Horizontal Party Wall.
- (ii) Prior to performing any work which an Owner is entitled to perform pursuant to subparagraph (i) above, the Owner shall lodge with the Board the drawings and specifications detailing the location, materials and method of construction and installation of such work, together with a certificate addressed to the Corporation from a duly qualified architect and/or structural engineer certifying that if the work is carried out in accordance with the drawings and data so lodged with the Board, the structural integrity of the Common Elements will not be impaired and such work will not interfere with or impair any structure where there is functioning or operating machinery and equipment which is part of the Common Elements.
- (iii) All work performed under subparagraph (i) above will be carried out in accordance with:
  - (a) the provisions of all relevant municipal and other governmental by-laws, rules, regulations or ordinances;
  - (b) the provisions of the By-Laws of the Corporation and the conditions, if any, of approval by the Board; and
  - (c) the drawings, specifications and data lodged with the Board.
- (iv) Forthwith following the completion of any work which an Owner is entitled to perform pursuant to subparagraph (i) above, the Owner shall deliver a further certificate from the said architect and/or engineer, or such other architect and/or engineer as may be acceptable to the Board, certifying that the work has in fact been completed in accordance with the drawings and data previously lodged with the Board, the structural integrity of the Common Elements has not been impaired, and that such work has not interfered with or impaired any structure or the functioning or operation of any machinery and equipment which is part of the

Common Elements; or failing such certifications, specifying in reasonable detail the reasons why such certification cannot be made.

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

#### 4.3 Locker Units

- (a) Each Locker Unit may only be used for the storage of non-hazardous materials which materials shall not constitute a danger or nuisance to the residents of the Corporation, the Units or the Common Elements.
- (b) The Declarant, at its option, shall have the right to use and allow its sales staff, authorized personnel or any prospective purchaser or tenant to use any unsold Locker Units which right shall continue until such time as all the Units in the Westside Condominiums and Epic Development have been transferred.
- (c) Any or all of the Locker Units may at any time be sold, leased, charged, transferred or otherwise conveyed, either separately or in combination with any other Units, provided however, any sale, transfer, assignment or other conveyance of any Locker Unit shall be made only to the Declarant, to the Corporation, or to any Owner of a Residential Unit in the Corporation, or to the owner of a residential condominium unit in Phase II, the Artscape Development or the Epic Development. Locker Units may be leased to tenants in actual occupation of Residential Units in this Condominium. Any instrument or other document purporting to affect a sale, transfer, assignment or other conveyance of any Locker Unit, in contravention of any of the foregoing provisions, shall be deemed to be null and void and of no force and effect whatsoever.

#### 4.4 Parking Units

- (a) Each Parking Unit shall be used and occupied only for the parking of motor vehicles as may be from time to time defined in the Rules of the Corporation. It shall be the responsibility of the Owners to ensure that their vehicles can be properly operated and/or parked in the parking structure within the Property. The Owners of Parking Units shall not permit any portion of any motor vehicle parked within a Parking Unit to protrude beyond the boundaries of the Parking Unit and encroach upon any portion of the Common Elements or upon any other Unit. Each Owner shall maintain his or her Parking Unit in a clean and sightly condition, notwithstanding that the Corporation may make provision in its annual budget for cleaning of Parking Units.
- (b) The Declarant, at its option, shall have the right to use and allow its customer service staff, sales staff, authorized personnel or any prospective purchaser or tenant to use any unsold Parking Units which right shall continue until one year following such time as all the Units in the Westside Condominiums and Epic Development have been transferred and until the Declarant and any of its subsidiaries or affiliates no longer is selling condominium units in other condominium projects from the Property.
- (c) Subject to the requirements of any applicable governing authority, any or all of the Parking Units may at any time be sold, leased, charged, transferred or otherwise conveyed, either separately or in combination with any other Units, provided however, any sale, transfer, assignment or other conveyance of any Parking Unit shall be made only to the Declarant, to the Corporation, or to any Owner of a Residential Unit in Phase I, Phase II, Epic Development and Artscape Development. Without limiting the generality of the foregoing, the Declarant

shall convey at least nine (9) Parking Units to the owners of residential or live/work units in Artscape. Parking Units may only be leased to tenants in actual occupation of Residential Units in either Phase I or Phase II. Any instrument or other document purporting to affect a sale, transfer, assignment or other conveyance of any Parking Unit, in contravention of any of the foregoing provisions, shall be deemed to be null and void and of no force and effect whatsoever.

- (d) Notwithstanding the provisions of this paragraph, in the event the Corporation becomes the Owner of any of the Parking Units the Board may, from time to time, designate the said Units for alternate uses, provided that such alternate use is in accordance with the requirements and the by-laws of the City of Toronto and approved by the requisite number of Owners at a meeting duly called for that purpose.
- (e) The Disabled Parking Units shall be subject to the following:
  - (i) In the event that a "disabled person", as defined in the regulations promulgated pursuant to the *Highway Traffic Act* R.S.O. 1990 c.H.8, including a driver whose licence plate incorporates the international symbol for the disabled, purchases a Residential Unit and a Parking Unit which is not designated for the disabled, the owner or any person occupying a Disabled Parking Unit shall (if not disabled), upon notice from the Corporation and at the request of the disabled person, exchange the right to occupy the Disabled Parking Unit with the disabled person for the parking unit which was purchased by the disabled person, said exchange of the right to occupy said space to continue for the full period of the disabled person's residence in the building.
  - (ii) When a disabled person requests an exchange of occupancy rights for a Disabled Parking Unit, the Corporation shall forthwith notify the owner of and any person occupying the Disabled Parking Unit and the owner and/or occupant shall complete the exchange of use immediately upon delivery of the notice provided said Owner is not disabled.
  - (iii) No rent, charges, fees or costs whatsoever shall be charged by the owner, occupant or the Corporation in connection with the exchange of the right to occupy.

#### 4.5 Superintendent's Suite

The Superintendent's Suite shall be a Residential Unit, which shall be utilized by the Corporation for a superintendent or superintendent couple to provide service to the Condominium.

The Corporation shall purchase the Superintendent's Suite and one (1) Parking Unit from the Declarant for the purchase price of Four Hundred and Forty-Two Thousand (\$442,000.00) Dollars, inclusive of HST and exclusive of Land Transfer Tax and registration fees which will be paid by the Condominium at time of title transfer. The Corporation shall give and the Declarant (or such entity as directed by the Declarant) shall take back a mortgage for the full purchase price to be given by the Condominium to the Declarant (the "**Superintendent's Suite Mortgage**"). The Superintendent's Suite Mortgage shall bear no interest for the first year of the term and thereafter, for the balance of the term, shall bear interest at a fixed rate of interest being four (4.0%) percent over the Government of Canada Ten Year Bond Yield in effect on the date of the registration of the Condominium, calculated semi-annually, not in advance. The Superintendent's Suite Mortgage shall have a term of eleven (11) years commencing on the date of the registration of the Condominium. Blended monthly instalments on account of principal and interest shall be computed based on an amortization period of ten (10) years and shall be payable commencing on the thirteenth month following the date of the registration of the Condominium.

#### 4.6 Guest Suite Units

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

The Corporation shall purchase the Guest Suite Units from the Declarant for the aggregate purchase price of Three Hundred Thousand (\$300,000.00) Dollars, inclusive of HST and exclusive of Land Transfer Tax and registration fees which will be paid by the Condominium at time of title transfer. The Corporation shall give and the Declarant (or such entity as directed by the Declarant) shall take back a mortgage (the "**Guest Suite Mortgage**") for the full purchase price. The Guest Suite Mortgage shall bear no interest for the first year of the term and thereafter, for the balance of the term, shall bear interest at a fixed rate of interest being four (4%) percent over the Ten Year Government of Canada Bond Yield in effect on the Registration Date, calculated semi-annually, not in advance. The Guest Suite Mortgage shall have a term of eleven (11) years commencing on the registration of the Corporation. Blended monthly instalments on account of principal and interest shall be computed based on an amortization period of ten (10) years and shall be payable commencing on the thirteenth month following the Registration Date of the Condominium.

#### 4.7 Knockout Panel/Drive Aisle Units

The Knockout Panel/Drive Aisle Units shall be used to provide access through the Corporation's parking garage to the parking garage constructed (or to be constructed) therein on the Epic Lands. The Knockout Panel/Drive Aisle Units shall comprise portions of the drive aisles and walls of the garage constructed as part of the Corporation. At any time prior to removal of the knockout panels within the Knockout Panel/Drive Aisle Units, the Declarant shall have the right to designate a portion of the Knockout Panel/Drive Aisle Units for the parking of a motor vehicle, in which event the terms and provisions of Article 4.4 herein shall apply to that portion of the Knockout Panel designated for the parking of a motor vehicle *mutatis mutandis*. The Owner of the Knockout Panel/Drive Aisle Units shall have the right, in its sole and absolute discretion and at any time or times, to remove the knockout panels within the Knockout Panel/Drive Aisle Units in conjunction with the construction and development of the Epic Development on the Epic Lands for the purpose of providing access through the Corporation's parking garage to the parking garage constructed (or to be constructed) therein. The ownership of the Knockout Panel/Drive Aisle Units shall initially be retained by the Declarant. In the event the Declarant or any related company or assignee develops the Epic Development in a manner that requires access through the Knockout Panel/Drive Aisle Units, the Declarant will transfer title to the Knockout Panel/Drive Aisle Units to the owner of the Epic Lands. It shall be a continuing duty of the Corporation to ensure that no actions or steps are taken by or on behalf of the Corporation, or by any Owner which would limit, hinder or interfere with the Owner of the Knockout Panel/Drive Aisle Units' right and ability to use the Knockout Panel/Drive Aisle Units for the purposes as set out herein.

#### 4.8 Amenity Unit

The Amenity Unit (and the amenities and facilities contained therein) shall be used only by the Declarant and those authorized by it, and by Owners, residents, tenants, and occupants of Residential Units in the Condominium and by similar persons in the Phase II Condominium (the "**Permitted Users**"). Notwithstanding that the transfer of ownership of the Amenity Unit (which is a Westside Condominiums Shared Unit) to the Corporation and/or the Phase II Condominium may not yet have occurred, the Permitted Users shall have immediate use and enjoyment of these Units as soon as same are completed and operational, subject to the Rules. Notwithstanding anything herein

contained to the contrary, the control over the use and maintenance of the Amenity Unit shall be governed by the Declarant until the Westside Condominiums Transfer Date.

Up until the Westside Condominiums Transfer Date, the Declarant shall have the unilateral right to manage, operate, control, establish hours of use and designated areas of use in respect of the Amenity Unit and shall prepare and submit to the Corporation, not less than once annually, as part of the Corporation's overall annual budget, a separate budget (or as part of the budget for the Westside Condominiums Shared Facilities as a whole) outlining the cost of providing and maintaining utilities, services, repairs, maintenance, programs and equipment and staff for these Units (such budget being hereinafter referred to as the "**Amenity Budget**"). The Corporation shall adopt and be bound by the Amenity Budget prepared by the Declarant or its successor under the Westside Condominiums Shared Facilities Agreement, as part of the Corporation's overall annual budget, without any qualification whatsoever, and the Corporation shall pay and be responsible for its share of all repairs, maintenance, operating and improvement costs relating to the Amenity Unit as more particularly set forth in the Amenity Budget. After the Westside Condominiums Transfer Date, the use and maintenance of the Amenity Unit and the preparation and submission of the Amenity Budget shall be governed in accordance with the provisions of the Westside Condominiums Shared Facilities Agreement.

#### 4.9 Ownership of the Westside Condominiums Shared Units

- (a) Ownership of the Westside Condominiums Shared Units shall ultimately be shared among the Westside Condominiums as referenced in the Westside Condominiums Shared Facilities Agreement.
- (b) The actual transfer of ownership of the Westside Condominiums Shared Units by the Declarant to the Westside Condominiums shall occur on the Westside Condominiums Transfer Date.
- (c) Once ownership of the Westside Condominiums Shared Units has been transferred to the Westside Condominiums by the Declarant as aforesaid, any further sale, transfer, mortgage, charge, encumbrances or other conveyance of the whole or any portion of the Westside Condominiums Shared Units (including any sale, transfer, mortgage, charge, encumbrance or other conveyance of the beneficial ownership or interest such Units) shall require (in addition to any other approvals which may be required pursuant to the provisions of the Act, this Declaration and/or the Westside Condominiums Shared Facilities Agreement) the prior written consent of the other co-tenant(s) of the Westside Condominiums Shared Units purported to be so sold, mortgaged, charged or encumbered, together with the prior approval of two-thirds of the Owners if the Condominium is purporting to so sell, transfer, mortgage, charge or encumber its interest in the Westside Condominiums Shared Units (with such Unit Owners' approvals being procured from Owners who are present, in person or by proxy, at a meeting duly called for the purpose of obtaining such approval). In addition, every new owner, mortgagee, chargee or encumbrancer of the Westside Condominiums Shared Units shall be required to execute (by way of counterpart or otherwise) an agreement in favour of the co-tenant(s) of the Westside Condominiums Shared Units covenanting to be bound by all of the terms and provisions of the Westside Condominiums Shared Facilities Agreement to the same extent and effect as if it had been an original party thereto.
- (d) Any instrument or other document purporting to sell, transfer, convey, mortgage, charge or encumber an owner's undivided interests as tenants-in-common in the Westside Condominiums Shared Units without the requisite consents being given, or without the new agreement or counterpart being executed and delivered (as the case may be) as required in the immediately preceding subparagraph, shall be null and void and of no force or effect whatsoever.

#### 4.10 Phase I/Artscape Service Units

The Phase I/Artscape Service Units shall be used only for the purpose of housing the respective servicing installations, utility systems, storm or sanitary systems, telephone systems, cable television systems, computer monitoring equipment and systems, municipal and/or private hydro meters, transformers, generators, municipal and/or private water meters and gas meters, sump pump, fire protection and sprinklers systems and enunciator panel and various other mechanical, electrical, electronic and/or computer systems and equipment contained therein, including without limitation, heating and air conditioning equipment, emergency generators, make up air units, chillers and/or cooling towers, together with any ancillary equipment or supplies appurtenant thereto servicing and benefiting both of the Corporation and Artscape developments and for the purpose of operating, maintaining and repairing such installations systems and equipment. The Phase I/Artscape Service Units shall ultimately be shared and used by the Corporation and Artscape in connection with the maintenance and operation of the Phase I/Artscape Shared Facilities and access thereto shall be restricted to the authorized agents, representatives, servants, employees and tradesmen of the Declarant and/or the authorized agents, representatives, servants, employees and tradesmen of this Condominium or other parties to the Phase I/Artscape Shared Facilities Agreement.

#### 4.11 Ownership of Phase I/Artscape Service Units

- (a) Ownership of the Phase I/Artscape Service Units shall ultimately be shared between the Corporation and Artscape as referenced in the Phase I/Artscape Shared Facilities Agreement.
- (b) The actual transfer of ownership of the Phase I/Artscape Service Units by the Declarant to the Corporation and to Artscape shall occur on the Phase I/Artscape Transfer Date.
- (c) Once ownership of the Phase I/Artscape Service Units has been transferred to the Corporation and Artscape by the Declarant as aforesaid, any further sale, transfer, mortgage, charge, encumbrances or other conveyance of the whole or any portion of the Phase I/Artscape 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 other approvals which may be required pursuant to the provisions of the Act, this Declaration and/or the Phase I/Artscape Shared Facilities Agreement) the prior written consent of the other co-tenant(s) of the Phase I/Artscape Service Unit(s) purporting to be so sold, mortgaged, charged or encumbered, together with the prior approval of two-thirds of the Owners of the condominium purporting to so sell, transfer, mortgage, charge or encumber its interest in the Phase I/Artscape Service Units (with such Unit Owners' approvals being procured from Owners who are present, in person or by proxy, at a meeting duly called for the purpose of obtaining such approval). In addition, every new owner, mortgagee, chargee or encumbrancer of the Phase I/Artscape Service Units shall be required to execute (by way of counterpart or otherwise) an agreement in favour of the co-tenant(s) of the Phase I/Artscape Service Units, covenanting to be bound by all of the terms and provisions of the Phase I/Artscape Shared Facilities Agreement to the same extent and effect as if it had been an original party thereto.
- (d) Any instrument or other document purporting to sell, transfer, convey, mortgage, charge or encumber an owner's undivided interests as tenants-in-common in the Phase I/Artscape Service Units, without the requisite consents being given, or without the new agreement or counterpart being executed and delivered (as the case may be) as required in the immediately preceding subparagraph, shall be null and void and of no force or effect whatsoever.

#### 4.12 Communication Control Room Unit

The Communication Control Room Unit shall be used by the components of the Westside Project for the purposes of housing television and telecommunication services, including telephone, internet and data distribution systems.

#### 4.13 Westside Project Service Units

The Westside Project Service Units shall be used only for the purpose of housing the respective servicing installations, utility systems, storm or sanitary systems, telephone systems, cable television systems, computer monitoring equipment and systems, municipal and/or private hydro meters, transformers, generators, municipal and/or private water meters and gas meters, sump pump, fire protection and sprinklers systems and enunciator panel and various other mechanical, electrical, electronic and/or computer systems and equipment contained therein, including without limitation, heating and air conditioning equipment and cooling towers, together with any ancillary equipment or supplies appurtenant thereto servicing and benefiting the Corporation, Phase II and Artscape developments and for the purpose of operating, maintaining and repairing such installations systems and equipment. The Phase I/Artscape Service Units shall ultimately be shared and used by the Corporation and Artscape in connection with the maintenance and operation of the Phase I/Artscape Shared Facilities and access thereto shall be restricted to the authorized agents, representatives, servants, employees and tradesmen of the Declarant and/or the authorized agents, representatives, servants, employees and tradesmen of this Condominium or other parties to the Phase I/Artscape Shared Facilities Agreement.

#### 4.14 Ownership of the Westside Project Service Units

- (a) Ownership of the Westside Project Service Units shall ultimately be shared among the three condominiums comprising the Westside Project as referenced in the Westside Project Shared Facilities Agreement.
- (b) The actual transfer of ownership of the Westside Project Service Units by the Declarant to the Westside Project shall occur on the Westside Project Transfer Date.
- (c) Once ownership of the Westside Project Service Units has been transferred to the condominiums comprising the Westside Project by the Declarant as aforesaid, any further sale, transfer, mortgage, charge, encumbrances or other conveyance of the whole or any portion of the Westside Project Service Units (including any sale, transfer, mortgage, charge, encumbrance or other conveyance of the beneficial ownership or interest such Units) shall require (in addition to any other approvals which may be required pursuant to the provisions of the Act, this Declaration and/or the Westside Project Shared Facilities Agreement) the prior written consent of the other co-tenant(s) of the Westside Project Service Units purported to be so sold, mortgaged, charged or encumbered, together with the prior approval of two-thirds of the Owners of the Condominium purporting to so sell, transfer, mortgage, charge or encumber its interest in the Westside Project Service Units (with such Unit Owners' approvals being procured from Owners who are present, in person or by proxy, at a meeting duly called for the purpose of obtaining such approval). In addition, every new owner, mortgagee, chargee or encumbrancer of the Westside Project Service Units shall be required to execute (by way of counterpart or otherwise) an agreement in favour of the co-tenant(s) of the Westside Project Service Units covenanting to be bound by all of the terms and provisions of the Westside Project Shared Facilities Agreement to the same extent and effect as if it had been an original party thereto.
- (d) Any instrument or other document purporting to sell, transfer, convey, mortgage, charge or encumber an owner's undivided interests as tenants-in-common in the Westside Project Service Units without the requisite consents being given, or without the new agreement or counterpart being executed and delivered (as the case may be) as required in the immediately preceding subparagraph, shall be null and void and of no force or effect whatsoever.

4.15 Visitor Bicycle Lock-Up Unit

The Visitor Bicycle Lock-Up Unit shall be conveyed to the Artscape Development and used thereby for the purpose of housing visitor bicycle storage racks.

4.16 Leasing of Units

- (a) Where an Owner leases his/her Unit, the Owner shall within thirty (30) days of entering into a lease or a renewal thereof:
  - (i) notify the Corporation that the Unit is leased;
  - (ii) provide the Corporation with the lessee's name, the Owner's address and a copy of the lease or renewal or a summary of it in accordance with Form 5 as prescribed by Section 40 of Regulation 49/01; and
  - (iii) provide the lessee with a copy of the Declaration, By-Laws and rules of the Corporation.
- (b) If a lease of the Unit is terminated and not renewed, the Owner shall notify the Corporation in writing.
- (c) No tenant shall be liable for the payment of common expenses unless notified by the Corporation that the Owner is in default of payment of common expenses, in which case the tenant shall deduct, from the rent payable to the Owner, the Owner's share of the common expenses and shall pay the same to the Corporation.
- (d) Any Owner leasing his/her Unit shall not be relieved thereby from any of his/her obligations with respect to the Unit, which shall be joint and several with his/her tenant.
- (e) The term of any lease of a Parking Unit or Locker Unit shall terminate immediately upon the tenant ceasing to reside in a Residential Unit in the Westside Condominiums.
- (f) An owner may, without the consent of the Board, lease his or her Residential Unit, furnished or unfurnished, provided that the minimum term for the lease of any Residential Unit shall be not less than six (6) months. The leasing of Residential Units on a daily or weekly basis is strictly prohibited. The Corporation shall not either directly or indirectly, restrict, limit, or interfere with (or place any conditions upon) the right of any unit owner to lease or rent his or her Residential Unit, other than as provided in this Declaration or by the Act.

**ARTICLE V  
MAINTENANCE AND REPAIRS**

5.1 Repairs and Maintenance by Owner

- (a) Each Owner shall maintain his or her Unit, and subject to the provisions of this Declaration, each Owner shall repair his or her Unit after damage, all at his or her own expense. Without limiting the generality of the foregoing, each Owner shall maintain:
  - (i) the interior surface of doors which provide the means of ingress and egress from his or her Residential Unit and repair damage to those doors caused by the negligence of the Owner, residents, family members, guests, visitors, tenants, licensees or invitees to his or her Unit;
  - (ii) the interior surface of all windows in Residential Units and interior and exterior surfaces of all windows and window sills contiguous to his or her

Unit and which are accessible by the terrace, balcony or patio; and shall be responsible for the costs incurred by the Corporation to repair damage to those windows caused by the negligence of the Owner, residents, family members, guests, visitors, tenants, licensees or invitees to the Unit;

- (iii) all pipes, wires, cables, conduits, ducts and mechanical or similar apparatus, that supplies any service to his or her Unit only;
  - (iv) all exhaust fans and fan motors located in the kitchen and bathroom areas of the Unit or adjacent Common Elements and services the Unit;
  - (v) his/her Parking Unit and/or Locker Unit in a clean and slightly condition, notwithstanding that the Corporation may make provision in its annual budget for the cleaning of the Parking Units and/or Locker Units; and
  - (vi) 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 slightly condition.
- (b) Each Owner shall further maintain, repair and replace the heating, air conditioning and ventilation equipment, including thermostatic controls contained within and servicing his or her Unit only such maintenance to include regularly scheduled inspections of all such equipment. Such periodic maintenance shall include the cleaning and replacement of air filters. The Corporation may make provision in its annual budget for the maintenance and repair of the heating system, servicing each Unit, including the replacement of air filters, whereupon such costs shall be allocated as part of the Common Expenses. Each Owner shall be liable for any damage to the unit and/or common elements due to the malfunction of such equipment caused by the act or omission of an Owner, his 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.
- (c) The Corporation shall make any repairs that an Owner is obliged to make pursuant to Paragraph 5.1 and that the Owner does not make within a reasonable time and in such an event, an Owner shall be deemed to have consented to having said repairs done by the Corporation, and an Owner shall reimburse the Corporation in full for the cost of such repairs, including any legal or collection costs incurred by the Corporation to collect the costs of such repairs, and all such sums of money shall bear interest at the rate of eighteen (18%) per cent per annum. The Corporation may collect all such sums of money in such instalments as the Board may decide upon. The instalments shall form part of the monthly contributions towards the common expenses of such Owner, after the Corporation has given written notice thereof. All such payments are deemed to be additional contributions towards the common expenses and recoverable as such.

## 5.2 Responsibility of Owner for Damage

Each Owner shall be responsible for all damage to any and all other Units and to the Common Elements, which is caused by the failure of the Owner his or her 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 wilful misconduct of the Owner, his or her residents, tenants, licensees, or invitees, save and except for any such damage for which the cost of repairing same may be recovered under any policy of insurance held by the Corporation.

## 5.3 Repair and Maintenance by Corporation

- (a) Save as otherwise specifically provided in this Declaration to the contrary, the Corporation shall maintain, and repair after damage, the Common Elements and the Service Units and other facilities shared with Artscape pursuant to the Shared

Facilities Agreement in conjunction with Artscape pursuant to the Shared Facilities Agreement (provided the Corporation shall maintain and repair any portion of the Shared Facilities which Artscape has failed to maintain and repair, in accordance with the provisions of the Shared Facilities Agreement), 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 Corporation, the Corporation's duty to maintain and repair shall extend to all exterior surfaces of doors which provide access to the units, exterior door frames, exterior window frames and all exterior window surfaces, and any exterior perimeter fences erected by the Declarant along the boundaries of the Property.

- (b) The Corporation shall maintain and repair the Parking Units, the Locker Units and the Common Elements at its own expense 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.
- (c) Notwithstanding anything provided in Paragraph 5.3(a) hereof to the contrary, it is understood and agreed that each Owner of a Residential Unit shall be responsible for the maintenance of all interior door and window surfaces within his or her Residential Unit.
- (d) Every owner shall forthwith reimburse the Corporation for repairs to windows and doors serving his or her Unit, following damage to same caused by such Owner's negligence, or the negligence of his or her residents, tenants, invitees or licensees.

#### ARTICLE VI INDEMNIFICATION

- 6.1 Each Owner shall indemnify and save harmless the Corporation from and against any loss, costs, damage, injury or liability whatsoever which the Corporation may suffer or incur resulting from or caused by an act or omission of such Owner, his 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 insured against by the Corporation. All payments to be made by an Owner pursuant to this Article shall be deemed to be additional contributions toward common expenses payable by such Owner and shall be recoverable as such.

#### ARTICLE VII INSURANCE

7.1 By the Corporation

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

- (a) "All Risk" Insurance: Insurance against "all risks" (including fire and major perils as defined in the Act) as is generally available from commercial insurers in a standard "all risks" insurance policy and insurance against such other perils or events as the Board may from time to time deem advisable, insuring:
  - (i) the Property and building, but excluding improvements made or acquired by an Owner; and
  - (ii) all assets of the Corporation, but not including furnishings, furniture, or other personal property supplied or installed by the Owners;

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

(b) Policy Provisions

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

- (i) waivers of subrogation against the Corporation, its directors, officers, manager, agents, employees and servants and against the Owners, and the Owners' respective residents, tenants, invitees or licensees, except for damage arising from arson, fraud, vehicle impact, vandalism or malicious mischief caused by any one of the above;
  - (ii) such policy or policies of insurance shall not be terminated or substantially modified without at least sixty (60) days prior written notice to the Corporation and to the Insurance Trustee;
  - (iii) waivers of the insurer's obligation to repair, rebuild or replace the damaged property in the event that after damage the government of the Property is terminated pursuant to the Act;
  - (iv) waivers of any defence based on co-insurance (other than a stated amount co-insurance clause); and
  - (v) waivers of any defence based on any invalidity arising from the conduct or act or omission of or breach of a statutory condition by any insured person.
- (c) Public Liability Insurance: Public liability and property damage insurance, and insurance against the Corporation's liability resulting from breach of duty as occupier of the Common Elements insuring the liability of the Corporation and the Owners from time to time, with limits to be determined by the Board, but not less than FIVE MILLION (\$5,000,000.00) DOLLARS per occurrence and without right of subrogation as against the Corporation, its directors, officers, manager, agents, employees and servants, and as against the Owners and any member of the household or guests of any Owner or occupant of a Unit.
- (d) Boiler, Machinery and Pressure Vessel Insurance: Insurance against the Corporation's liability arising from the ownership, use or occupation, by or on its behalf of boilers, machinery, pressure vessels and motor vehicles to the extent required as the Board may from time to time deem advisable.

7.2 General Provisions

- (a) The Corporation, its Board and its officers shall have the exclusive right, on behalf of itself and as agents for the Owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation, and to give such

releases as are required, and any claimant, including the Owner of a damaged Unit, shall be bound by such adjustment. Provided, however, that the Board may in writing, authorize any Owner, in writing, to adjust any loss to his or her Unit;

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

### 7.3 By the Owner

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

- (iii) Insurance covering the deductible on the Corporation's master insurance policy for which an owner may be responsible.
- (b) Owners are recommended to obtain, although it is not mandatory, insurance covering:
  - (i) additional living expenses incurred by an Owner if forced to leave his or her residential Unit by one of the hazards protected against under the Corporation's policy; and
  - (ii) special assessments levied by the Corporation and contingent insurance coverage in the event the Corporation's insurance is inadequate.

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

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

### ARTICLE VIII INSURANCE TRUSTEE AND PROCEEDS OF INSURANCE

- 8.1 The Corporation 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 costs of the property covered by the insurance policy;
  - (b) the holding of such proceeds in trust for those entitled thereto pursuant to the provisions of the Act, this Declaration, and any amendments thereto;
  - (c) the disbursement of such proceeds in accordance with the provisions of the Insurance Trust Agreement; and
  - (d) the notification by the Insurance Trustee to the mortgagees of any insurance monies received by it.

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

- 8.2 In the event that the Corporation enters into an agreement with an Insurance Trustee and:
- (a) the Corporation is obligated to repair or replace the Common Elements, any Unit, or any asset insured in accordance with the provisions of the Act, the Insurance Trustee shall hold all proceeds for the Corporation and shall disburse same in accordance with the provisions of the Insurance Trust Agreement in order to satisfy the obligation of the Corporation to make such repairs;

- (b) there is no obligation by the Corporation to repair or replace, and if there is termination in accordance with the provisions of the Act, or otherwise, the Insurance Trustee shall hold all proceeds for the Owners in the proportion of their respective interests in the Common Elements and shall pay such proceeds to the Owners in such proportions upon registration of a notice of termination by the Corporation. Notwithstanding the foregoing, any proceeds payable as aforesaid shall be subject to payment in favour of any mortgagee or mortgagees to whom such loss is payable in any policy of insurance and in satisfaction of the amount due under a Certificate of Lien registered by the Corporation against such Unit, in accordance with the priorities thereof;
- (c) the Board, in accordance with the provisions of the Act, determines that:
- (i) there has not been substantial damage to twenty-five (25%) per cent of the building; or
  - (ii) there has been substantial damage to twenty-five (25%) per cent of the building and within sixty (60) days thereafter the Owners who own eighty (80%) per cent of the Units do not vote for termination,

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

#### ARTICLE IX SHARED FACILITIES

- 9.1 The Control, Operations, Budgeting and Cost-Sharing of the Phase I/Artscape Shared Facilities.
- (a) Save as otherwise provided in this Declaration to the contrary and without limiting any easement that the Corporation enjoys or is subject to, the Phase I/Artscape Shared Facilities shall be used only by the Declarant and the Owners in the Corporation, and by their respective residents, tenants and invitees and by the owners of units in Artscape (to the extent they are entitled to use same) and by their respective tenants and invitees. Save as otherwise provided in this Declaration to the contrary, no provision contained in any of the By-laws or Rules of this Corporation shall restrict the access to, egress from and/or use of the Phase I/Artscape Shared Facilities by the persons entitled thereto, save for any reasonable controls or restrictions imposed on access thereto by the Board (and the Declarant, prior to the Phase I/Artscape Transfer Date).
  - (b) The Corporation's share of the Phase I/Artscape Shared Facilities Costs shall be calculated and paid as provided in the Phase I/Artscape Shared Facilities Agreement. The budget for the Corporation shall incorporate any budget for the same period for Phase I/Artscape Shared Facilities Costs prepared in accordance with the Phase I/Artscape Shared Facilities Agreement by or on behalf of the owners or parties for the time being parties to the Phase I/Artscape Shared Facilities Agreement.
- 9.2 The Control, Operations, Budgeting and Cost-Sharing of the Westside Condominiums Shared Facilities
- (a) Save as otherwise provided in this Declaration to the contrary and without limiting any easement that the Corporation enjoys or is subject to, the Westside Condominiums Shared Facilities shall be used only by the Declarant and the

Owners in the Corporation, and by their respective residents, tenants and invitees and by the owners of units in the Phase II Condominium (to the extent they are entitled to use same) and by their respective tenants and invitees. Save as otherwise provided in this Declaration to the contrary, no provision contained in any of the By-laws or Rules of this Corporation shall restrict the access to, egress from and/or use of the Westside Condominiums Shared Facilities by the persons entitled thereto, save for any reasonable controls or restrictions imposed on access thereto by the Board (and the Declarant, prior to the Westside Condominiums Transfer Date).

- (b) The Corporation's share of the Westside Condominiums Shared Facilities Costs shall be calculated and paid as provided in the Westside Condominiums Shared Facilities Agreement. The budget for the Corporation shall incorporate any budget for the same period for Westside Condominiums Shared Facilities Costs prepared in accordance with the Westside Condominiums Shared Facilities Agreement by or on behalf of the owners or parties for the time being parties to the Westside Condominiums Shared Facilities Agreement.

9.3 The Control, Operations, Budgeting and Cost-Sharing of the Westside Project Shared Facilities

- (a) Save as otherwise provided in this Declaration to the contrary and without limiting any easement that the Corporation enjoys or is subject to, the Westside Project Shared Facilities shall be used only by the Declarant and the Owners in the respective condominium corporations comprising the Westside Project, and by their respective residents, tenants and invitees (to the extent they are entitled to use same). Save as otherwise provided in this Declaration to the contrary, no provision contained in any of the By-laws or Rules of this Corporation shall restrict the access to, egress from and/or use of the Westside Project Shared Facilities by the persons entitled thereto, save for any reasonable controls or restrictions imposed on access thereto by the Board (and the Declarant, prior to the Westside Project Transfer Date).

- (b) The Corporation's share of the Westside Project Shared Facilities Costs shall be calculated and paid as provided in the Westside Project Shared Facilities Agreement. The budget for the Corporation shall incorporate any budget for the same period for Westside Project Shared Facilities Costs prepared in accordance with the Westside Project Shared Facilities Agreement by or on behalf of the owners or parties for the time being parties to the Westside Project Shared Facilities Agreement.

9.4 The Control, Operations, Budgeting and Cost-Sharing of the Westside/Epic/St. Clares Shared Facilities

- (a) Save as otherwise provided in this Declaration to the contrary and without limiting any easement that the Corporation enjoys or is subject to, the Westside/Epic/St. Clares Shared Facilities shall be used only by the Declarant and the Owners in the respective condominium corporations party to the Westside/Epic/St. Clares Shared Facilities Agreement, and by their respective residents, tenants and invitees (to the extent they are entitled to use same). Save as otherwise provided in this Declaration to the contrary, no provision contained in any of the By-laws or Rules of this Corporation shall restrict the access to, egress from and/or use of the Westside/Epic/St. Clares Shared Facilities by the persons entitled thereto, save for any reasonable controls or restrictions imposed on access thereto by the Board (and the Declarant, prior to the Epic Development Transfer Date).

- (b) The Corporation's share of the Westside/Epic/St. Clares Shared Facilities Costs shall be calculated and paid as provided in the Westside/Epic/St. Clares Shared Facilities Agreement. The budget for the Corporation shall incorporate any budget for the same period for Westside/Epic/St. Clares Shared Facilities Costs prepared in accordance with the Westside/Epic/St. Clares Shared Facilities

Agreement by or on behalf of the owners or parties for the time being parties to the Westside/Epic/St. Clares Shared Facilities Agreement.

**ARTICLE X  
DUTIES OF THE CORPORATION**

10.1 In addition to any other duties or obligations of the Corporation set out in the Act, elsewhere in this Declaration and/or specified in the By-Laws of the Corporation, the Corporation shall have the following duties, namely:

- (a) To assume and/or enter into the Shared Facilities Agreements as soon as reasonably possible after the registration of this Declaration and to observe and comply (and insofar as possible, compel the observance and/or compliance by all unit owners, residents and their respective tenants and/or invitees) with all terms and provisions contained in the Shared Facilities Agreements in addition to complying (and insofar as possible compelling the observance and/or compliance by all unit owners, residents and their respective tenants and/or invitees) with all of the requirements set forth in the Act, and all of the terms and provisions set forth in this Declaration and By-Laws of this Corporation;
- (b) To not interfere with the supply of (and insofar as the requisite services are supplied from the Property, to cause) heat, hydro, water, gas and all other requisite utility services (including without limitation such services which constitute Phase I/Artscape Shared Facilities) to be provided to Artscape so that same are fully functional and operable during normal or customary hours of use;
- (c) To not interfere with the supply of (and insofar as the requisite services are supplied from the Property, to cause) heat, hydro, water, gas and all other requisite utility services (including without limitation such services which constitute Westside Condominiums Shared Facilities) to be provided to the Phase II Condominium so that same are fully functional and operable during normal or customary hours of use;
- (d) To not interfere with the supply of (and insofar as the requisite services are supplied from the Property, to cause) heat, hydro, water, gas and all other requisite utility services (including without limitation such services which constitute Westside/Epic/St. Clares Shared Facilities) to be provided to the Epic Development so that same are fully functional and operable during normal or customary hours of use;
- (e) To operate, maintain and keep in good repair (or cause to be operated, maintained and/or repaired) as would a prudent owner of similar premises at all times, those parts of the Common Elements which service or benefit or constitute the Phase I/Artscape Shared Facilities;
- (f) To operate, maintain and keep in good repair (or cause to be operated, maintained and/or repaired) as would a prudent owner of similar premises at all times, those parts of the Common Elements which service or benefit or constitute the Westside/Epic/St. Clares Shared Facilities;
- (g) To operate, maintain and keep in good repair (or cause to be operated, maintained and/or repaired) as would a prudent owner of similar premises at all times, those parts of the Common Elements which service or benefit or constitute the Westside Condominiums Shared Facilities;
- (h) To operate, maintain and keep in good repair (or cause to be operated, maintained and/or repaired) as would a prudent owner of similar premises at all times, those parts of the Common Elements which service or benefit or constitute the Westside Project Shared Facilities;

- (i) To ensure that no actions or steps are taken by or on behalf of the Corporation, or by any Owner, or their respective tenants or invitees which would prohibit, limit or restrict the access to, egress from and/or use any easement enjoyed by the owner of the Epic Lands and/or their respective residents, tenants and invitees as more particularly set out in the foregoing provisions of this Declaration, including the right-of-way or right in nature of an easement with respect to the removal of the knockout panels from the Knockout Panel/Drive Aisle Units as more particularly set out in Schedule "A" hereto;
- (j) To ensure that no actions or steps are taken by or on behalf of the Corporation, or by any Owner, or their respective tenants or invitees which would prohibit, limit or restrict the access to, egress from and/or use any easement or Phase I/Artscape Service Units enjoyed by Artscape and/or their respective residents, tenants and invitees as more particularly set out in the foregoing provisions of this Declaration;
- (k) To ensure that no actions or steps are taken by or on behalf of the Corporation, or by any Owner, or their respective tenants or invitees which would prohibit, limit or restrict the access to, egress from and/or use any easement or Westside Condominiums Shared Units enjoyed by the Phase II Condominium and/or their respective residents, tenants and invitees as more particularly set out in the foregoing provisions of this Declaration;
- (l) To ensure that no actions or steps are taken by or on behalf of the Corporation, or by any Owner, or their respective tenants or invitees which would prohibit, limit or restrict the access to, egress from and/or use any easement enjoyed by Epic or St. Clares and/or their respective residents, tenants and invitees as more particularly set out in the foregoing provisions of this Declaration, including but not limited to the Type G loading space and the surface driveway, ramps and drive aisles forming part of the Corporation;
- (m) To ensure that no actions or steps are taken by or on behalf of the Corporation, or by any Owner, or their respective tenants or invitees which would prohibit, limit or restrict the access to, egress from and/or use any easement or Westside Project Service Units enjoyed by the Phase II Condominium and the Artscape Development, and/or their respective residents, tenants and invitees as more particularly set out in the foregoing provisions of this Declaration;
- (n) To pay on a monthly basis, the Corporation's share of the Phase I/Artscape Shared Facilities Costs, as more particularly set out in the foregoing provisions of this Declaration and as provided for in the Phase I/Artscape Shared Facilities Agreement;
- (o) To pay on a monthly basis, the Corporation's share of the Westside Condominiums Shared Facilities Costs, as more particularly set out in the foregoing provisions of this Declaration and as provided for in the Westside Condominiums Shared Facilities Agreement;
- (p) To pay on a monthly basis, the Corporation's share of the Westside Project Shared Facilities Costs, as more particularly set out in the foregoing provisions of this Declaration and as provided for in the Westside Project Shared Facilities Agreement;
- (q) To pay on a monthly basis, the Corporation's share of the Phase I/Epic/St. Clares Shared Facilities Costs, as more particularly set out in the foregoing provisions of this Declaration and as provided for in the Westside/Epic/St. Clares Shared Facilities Agreement;
- (r) To accept and register the transfer/deed from the Declarant of this Corporation's Proportionate Phase I/Artscape Service Unit Interest and/or an undivided interest in the Phase I/Artscape Service Units (in accordance with, and at the time(s) contemplated by, the foregoing provisions of this Declaration) and to complete

and execute all requisite documentation and affidavits necessary to effect the registration of such conveyance, all without cost to the Declarant.

- (s) To accept and register the transfer/deed from the Declarant of this Corporation's Westside Condominiums Proportionate Shared Unit Interest and/or an undivided interest in the Westside Condominiums Shared Units (in accordance with, and at the time(s) contemplated by, the foregoing provisions of this Declaration) and to complete and execute all requisite documentation and affidavits necessary to effect the registration of such conveyance, all without cost to the Declarant.
- (t) To accept and register the transfer/deed from the Declarant of this Corporation's Westside Project Proportionate Shared Unit Interest and/or an undivided interest in the Westside Project Service Units (in accordance with, and at the time(s) contemplated by, the foregoing provisions of this Declaration) and to complete and execute all requisite documentation and affidavits necessary to effect the registration of such conveyance, all without cost to the Declarant.
- (u) To execute forthwith upon the request of the Declarant, all documents necessary to accept the transfer(s) of easement(s) from Artscape and to execute all requisite land transfer tax affidavits, etc., as may be required in order to register the said easements on title;
- (v) To execute forthwith upon the request of the Declarant, all documents necessary to accept the transfer(s) of easement(s) from the Phase II Condominium and to execute all requisite land transfer tax affidavits, etc., as may be required in order to register the said easements on title;
- (w) To execute forthwith upon the request of the Declarant, all documents necessary to accept the transfer(s) of easement(s) from the Phase II Condominium and the Artscape Development and to execute all requisite land transfer tax affidavits, etc., as may be required in order to register the said easements on title;
- (x) To execute upon the request of the Declarant, a release and abandonment of any easement enjoyed by the Corporation and created pursuant to this Declaration or pursuant to the Phase I/Artscape Shared Facilities Agreement through any area that is ultimately part of Artscape provided that this Corporation will continue to enjoy its easement rights with respect to those portions of Artscape that are reasonably necessary for the continued use and enjoyment of such easements and this Corporation shall complete and execute all requisite documentation and affidavits necessary to effect the registration of such release and abandonment of easements;
- (y) To execute upon the request of the Declarant, a release and abandonment of any easement enjoyed by the Corporation and created pursuant to this Declaration or pursuant to the Westside Condominiums Shared Facilities Agreement through any area that is ultimately part of Phase II provided that this Corporation will continue to enjoy its easement rights with respect to those portions of Phase II that are reasonably necessary for the continued use and enjoyment of such easements and this Corporation shall complete and execute all requisite documentation and affidavits necessary to effect the registration of such release and abandonment of easements;
- (z) To execute upon the request of the Declarant, a release and abandonment of any easement enjoyed by the Corporation and created pursuant to this Declaration or pursuant to the Westside Project Shared Facilities Agreement through any area that is ultimately part of Phase II and/or Artscape provided that this Corporation will continue to enjoy its easement rights with respect to those portions of Phase II and/or Artscape that are reasonably necessary for the continued use and enjoyment of such easements and this Corporation shall complete and execute all requisite documentation and affidavits necessary to effect the registration of such release and abandonment of easements;

- (aa) To execute upon the request of the Declarant, a release and abandonment of any easement enjoyed by the Corporation and created pursuant to this Declaration or pursuant to the Westside/Epic/St. Clares Shared Facilities Agreement through any area that is ultimately part of Phase II, Epic and/or St. Clares provided that this Corporation will continue to enjoy its easement rights with respect to those portions of Phase II, Epic and/or St. Clares that are reasonably necessary for the continued use and enjoyment of such easements and this Corporation shall complete and execute all requisite documentation and affidavits necessary to effect the registration of such release and abandonment of easements;
- (bb) The Board shall, after notification thereof, adopt without amendment and be bound by, all decisions made in accordance with the Phase I/Artscape Shared Facilities Agreement in connection with matters dealt with in the Phase I/Artscape Shared Facilities Agreement as if such decisions were made by the Board itself, including decisions with respect to the determination of the Phase I/Artscape Shared Facilities Costs;
- (cc) The Board shall, after notification thereof, adopt without amendment and be bound by, all decisions made in accordance with the Westside Condominiums Shared Facilities Agreement in connection with matters dealt with in the Westside Condominiums Shared Facilities Agreement as if such decisions were made by the Board itself, including decisions with respect to the determination of the Westside Condominiums Shared Facilities Costs;
- (dd) The Board shall, after notification thereof, adopt without amendment and be bound by, all decisions made in accordance with the Westside Project Shared Facilities Agreement in connection with matters dealt with in the Westside Project Shared Facilities Agreement as if such decisions were made by the Board itself, including decisions with respect to the determination of the Westside Project Shared Facilities Costs;
- (ee) The Board shall, after notification thereof, adopt without amendment and be bound by, all decisions made in accordance with the Phase I/Epic/St. Clares Shared Facilities Agreement in connection with matters dealt with in the Westside/Epic/St. Clares Shared Facilities Agreement as if such decisions were made by the Board itself, including decisions with respect to the determination of the Westside/Epic/St. Clares Shared Facilities Costs;
- (ff) To accept and register the transfer/deed from the Declarant of the Guest Suite Units and Superintendent's Suite, to complete and execute all requisite documentation and affidavits, including land transfer tax affidavits, necessary to effect the registration of such conveyances, and to complete, execute and register the mortgages of the Guest Suite Units and Superintendent's Suite, all without cost to the Declarant, as provided for herein;
- (gg) To execute forthwith upon the request of the Declarant following the transfer of title to those Units (or an undivided interest therein) as provided for in this Declaration, including, the Guest Suite Units, the Superintendent's Unit, the Westside Condominiums Shared Units, or the Phase I/Artscape Service Units, such documents, releases and assurances as the Declarant may reasonably require in order to evidence and confirm the formal cessation of all the Declarant's liabilities and obligations with respect to the units so transferred to the Corporation (as same relate to the Corporation and for which the Declarant was responsible for prior to the registration of this Declaration).
- (hh) To accept and register within thirty (30) days of being requested by the Declarant, a transfer/deed of land of any Parking Units or Locker Units not sold by the Declarant;
- (ii) To ensure that no actions or steps are taken by or on behalf of the Corporation or by any Owner which would in any way prohibit, restrict, limit, hinder or interfere with the Declarant's access and egress over any portion of the Property so as to

enable the Declarant to construct, complete, maintain and repair the Epic Development and the Westside Project, including without limitation the Phase II Condominium;

- (jj) To ensure that no actions or steps are taken by or on behalf of the Corporation, or by any Owner or their respective tenants or invitees which would prohibit, restrict, limit, hinder or interfere with the ability of the Declarant and/or its subsidiaries and affiliates to utilize portions of the Common Elements (including the Amenity Unit) for its marketing/sale/construction programs, as more particularly set out in the foregoing provisions of this Declaration;
- (kk) To enter into, abide by and comply with, the terms and provisions of any outstanding subdivision, condominium, site plan, development or similar agreements (as well enter into a formal assumption agreement with the City of Toronto or other Governmental Authorities relating thereto, if so required by the City of Toronto or other Governmental Authorities);
- (ll) When the Corporation formally retains an independent consultant (who holds a certificate of authorization within the meaning of the *Professional Engineers Act, R.S.O. 1990*, as amended or 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 Corporation, in accordance with the provisions of section 44 of the Act and section 12 of O.Reg.48/01 (hereinafter referred to as the "**Performance Audit**"), then the Corporation shall have a duty to:
  - (i) permit the Declarant and its authorized employees, agents and representatives to accompany (and confer with) the consultant(s) retained to carry out the Performance Audit for the Corporation (hereinafter referred to as the "**Performance Auditor**") while same is being conducted, and to provide the Declarant with at least fifteen (15) days written notice prior to the commencement of the Performance Audit; and
  - (ii) permit the Declarant and its authorized employees, agents and representatives to carry out any repair or remedial work identified or recommended by the Performance Auditor in connection with the Performance Audit (if the Declarant chooses to do so);

for the purposes of facilitating and expediting the rectification and audit process (and bringing all matters requiring rectification to the immediate attention of the Declarant, so that same may be promptly dealt with), and affording the Declarant the opportunity to verify, clarify and/or explain any potential matters of dispute to the Performance Auditor, prior to the completion of the Performance Audit and the concomitant submission of the Performance Auditor's report to the Board and/or the Taron Warranty Program pursuant to section 44(9) of the Act;

- (mm) To take all reasonable steps to collect from each unit owner his or her proportionate share of the common expenses and to maintain and enforce the Corporation's lien arising pursuant to the Act, against each Unit in respect of which the owner has defaulted in the payment of common expenses;
- (nn) To grant, immediately after registration of this Declaration, if required, an easement in perpetuity in favour of utility suppliers or telephone or television operators, over, under, upon, across and through the Common Elements, for the purposes of facilitating the construction, installation, operation, maintenance and/or repair of utility or telephone or television lines or equipment (and all necessary appurtenances thereto) in order to facilitate the supply of utilities and telephone and television service to each of the Units and if so requested by the grantees of such easements, to enter into (and abide by the terms and provisions of) an agreement with the utility and/or telephone and television suppliers pertaining to the provision of their services to the Property and for such purposes

shall enact such by-laws or resolutions as may be required to sanction the foregoing:

- (oo) To enter into or assume the obligations, and abide by the provisions of an equipment lease agreement with (and in favour of) Kareg Leasing Inc., their successors and assigns (hereinafter referred to as the “Lessor”), with respect to the lease by the Declarant on behalf of the Condominium Corporation (the “Equipment Lease”) of the primary boilers, domestic water heaters, and the primary heating and air-conditioning units for the Common Elements, including all appurtenant piping used in connection therewith, as well as the individual heating and air-conditioning units for the Guest Suite Unit, Superintendent’s Suite, the multi-purpose room and any other amenity areas and/or rooms (the “Condominium Equipment”). The Lessor may register a Notice of Lease of Chattels or a Notice of Security Interest or such other security documentation on title to the Property, and it shall be the duty of the Corporation to execute all documentation and provide all security to the Lessor and Declarant, as may be required from time to time, in this regard. The foregoing security interest will constitute a first security interest in all of the aforementioned Condominium Equipment, and will be evidenced and perfected by way of a financing statement registered against the Corporation under the *Personal Property Security Act* (hereinafter referred to as the “PPSA”), and by way of a notice of security interest under section 54(1) of the PPSA registered against the title to the common elements and each of the units in the Condominium. The foregoing duty shall also include the obligation of this Corporation to fully remit lease payments over the term of the Equipment Lease.
- (pp) To not directly nor indirectly object to nor oppose any official plan amendment(s), rezoning application(s), severance application(s), minor variance application(s) and/or site plan application(s), nor any other applications ancillary thereto relating to the development of Phase II, Epic or the residential development marketed by the Declarant, or a related or affiliated entity to the Declarant, as Edge, or any neighbouring or adjacent lands.
- (qq) To enter into tie back, crane swing, shoring, underpinning agreements as required from time to time in connection with the development and construction of any improvements or buildings on the Epic Lands.
- (rr) To take all actions reasonably necessary as may be required to fulfil any of the Corporation’s duties and obligations pursuant to this Declaration.

**ARTICLE XI  
GENERAL MATTERS AND ADMINISTRATION**

11.1 Rights of Entry to the Unit

- (a) The Corporation or any insurer of the Property or any part thereof, their respective agents, or any other person authorized by the Board, shall be entitled to enter any Unit or any part of the Common Elements over which any Owner has the exclusive use, at all reasonable times and upon giving reasonable notice, to perform the objects and duties of the Corporation, and, without limiting the generality of the foregoing, for the purpose of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy and remedying any condition which might result in damage to the Property or any part thereof or carrying out any duty imposed upon the Corporation. In addition, the Corporation, its agents or any other person authorized by the Board shall be entitled to enter where necessary, any Unit or any part of the Common Elements over which the owners of such units have the exclusive use at such reasonable time(s) to facilitate window washing. Owners shall not obstruct nor impede access to window washing anchors located within exclusive use Common Elements.

- (b) In case of an emergency, an agent of the Corporation may enter a Unit at any time and this provision constitutes notice to enter the Unit in accordance with the Act for the purpose of repairing the Unit, Common Elements, including any part of the Common Elements over which any Owner has the exclusive use, or for the purpose of correcting any condition which might result in damage or loss to the Property. The Corporation or anyone authorized by it may determine whether an emergency exists.
- (c) If an Owner shall not be personally present to grant entry to his Unit, the Corporation or its agents may enter upon such Unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof provided that they exercise reasonable care.
- (d) The Corporation shall retain a master 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 on any doors within said Residential Unit), nor with respect to any door(s) leading to any part of the exclusive use common element areas appurtenant to such owner's Residential Unit, without the prior written consent of the Board. Where such consent has been granted by the Board, said owner shall forthwith provide the Corporation with keys to all new locks (as well as keys to all additional locks) so installed, and all such new or additional locks shall be keyed to the Corporation's master key entry system.
- (e) The rights and authority hereby reserved to the Corporation, its agents, or any insurer or its agents, do not impose any responsibility or liability whatever for the care or supervision of any Unit except as specifically provided in this Declaration or the By-Laws.

#### 11.2 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.

#### 11.3 Waiver

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

#### 11.4 Interpretation of Declaration

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


#### 11.5 Headings

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

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

DATED at Toronto, this 10th day of July, 2012.

WESTSIDE GALLERY LOFTS INC.

Per:  c/s  
Name: Alan Saskin  
Title: President

I have authority to bind the Corporation.

**SCHEDULE "A"**

In the City of Toronto and Province of Ontario, being composed of Part of the Ordnance Reserve, Plan of Ordnance Reserve, designated as PARTS 3 and 4, Plan 66R-26215 and PARTS 6, 21 to 24 inclusive, 27, 30, 32, 33, 36 to 39 inclusive, 41, 43 to 52 inclusive and 54 to 56 inclusive, Plan 66R-25068, save and except PARTS 1 and 6, Plan 66R-26215, hereinafter referred to as the "Condominium Lands".

SUBJECT TO an easement in favour of Rogers Cable Communications Inc., over the "Condominium Lands", for the purposes as set out in Instrument AT1784893.

SUBJECT TO an easement in favour of the Greater Toronto Transit Authority and the Canadian National Railway Company, over the "Condominium Lands", for the purposes as set out in Instrument AT1929991.

SUBJECT TO rights-of-way or rights in the nature of easements in favour of owners, their successors and assigns of Part of Block 5, Plan of Ordnance Reserve and Part of Abell Street, Closed by By-law 6321, Instrument No. 33202D, Registered Plan 878, designated as PARTS 1 to 10 inclusive, Plan 66R-23505, save and except PART 2, Plan 66R-23756, being all of P.I.N.21298-0432 (LT), over Part of the Ordnance Reserve, Plan of Ordnance Reserve, designated as PARTS 23 and 24, Plan 66R-25068, for the purpose of providing emergency fire access, including ingress and egress of emergency vehicles and personnel, as more particularly set out in Instrument AT2498075.

SUBJECT TO rights-of-way or rights in the nature of easements in favour of owners, their successors and assigns of Part of Block 5, Plan of Ordnance Reserve, designated as PARTS 8 and 9, Plan 66R-23505 and PART 1, Plan 66R-23756, being all of P.I.N.21298-0427 (LT), over Part of the Ordnance Reserve, Plan of Ordnance Reserve, designated as PARTS 23 and 24, Plan 66R-25068, for the purpose of providing emergency fire access, including ingress and egress of emergency vehicles and personnel, as more particularly set out in Instrument AT2498075.

SUBJECT TO rights-of-way or rights in the nature of easements in favour of owners, their successors and assigns of Part of Block 5, Plan of Ordnance Reserve and Part of Abell Street, Closed by By-law 6321, Instrument No. 33202D, Registered Plan 878, designated as PARTS 1 to 10 inclusive, Plan 66R-23505, save and except PART 2, Plan 66R-23756, being all of P.I.N.21298-0432 (LT), over Part of the Ordnance Reserve, Plan of Ordnance Reserve, designated as PARTS 6, 23, 24, 32, 33, 36 and 37, Plan 66R-25068, for the purposes more particularly set out in Instrument AT2498248.

SUBJECT TO rights-of-way or rights in the nature of easements in favour of owners, their successors and assigns of Part of Block 5, Plan of Ordnance Reserve, designated as PARTS 8 and 9, Plan 66R-23505 and PART 1, Plan 66R-23756, being all of P.I.N.21298-0427 (LT), over Part of the Ordnance Reserve, Plan of Ordnance Reserve, designated as PARTS 6, 23, 24, 32, 33, 36 and 37, Plan 66R-25068, for the purposes more particularly set out in Instrument AT2498248.

SUBJECT TO rights-of-way or rights in the nature of easements in favour of Toronto Standard Condominium Plan No. 2118 over Part of the Ordnance Reserve, Plan of Ordnance Reserve, designated as PARTS 6, 21 to 24 inclusive, 27, 30, 32, 33, 36 to 39 inclusive, 41, 43 to 52 inclusive and 54 to 56 inclusive, Plan 66R-25068, save and except PARTS 1 and 6, Plan 66R-26215, hereinafter referred to as the "Westside Phase 1 Lands", which said rights-of-way or rights in the nature of easements are as set out in Instrument AT2497742 and are as follows; provided that upon registration of the declaration and description pursuant to the Condominium Act, 1998, S.O. 1998, C.19, as amended or replaced, relating to the "Westside Phase 1 Lands", the easements described herein cease to apply to, against or with respect to all units described by such declaration and description:

- (a) in, over, along and through the stairwell and corridor situate within Part of the Ordnance Reserve, Plan of Ordnance Reserve, designated as PART 47, Plan 66R-25068, for the purposes of providing pedestrian ingress and egress, necessary to the operation of Toronto Standard Condominium Plan No. 2118.

- (b) in, over, along and through Part of the Ordnance Reserve, Plan of Ordnance Reserve, designated as PART 49, Plan 66R-25068, for pedestrian ingress and egress for the use of the garbage room situate within said PART 49, Plan 66R-25068 and for the purpose of the temporary storage of refuse and recycling therein.
- (c) in, over, along and through the driveway and walkway, situate within Part of the Ordnance Reserve, Plan of Ordnance Reserve, designated as PART 43, Plan 66R-25068, for the purposes of providing temporary pedestrian ingress and egress, necessary to the operation of Toronto Standard Condominium Plan No. 2118.
- (d) in, over, along and through the loading space, situate within Part of the Ordnance Reserve, Plan of Ordnance Reserve, designated as PARTS 22, 23 and 24, Plan 66R-25068, for the purposes of providing temporary vehicular and pedestrian ingress and egress, including, but not limited to, maintenance, delivery and removal vehicles, allowing for the off loading and on loading of all types of materials and goods necessary to the operation of Toronto Standard Condominium Plan No. 2118.
- (e) in, over, along and through Part of the Ordnance Reserve, Plan of Ordnance Reserve, designated as PARTS 23 and 24, Plan 66R-25068, for the purpose of providing emergency fire access, including ingress and egress of emergency vehicles and personnel.
- (f) a right-of-support in and through all structural members including, but not limited to, load bearing walls, columns and pillars, floor and roof slabs, footings, foundation and soil, situate within the "Westside Phase 1 Lands" and which are necessary for the support of the building situate within Toronto Standard Condominium Plan No. 2118, including the buildings, structures and improvements thereon.
- (g) in and through the "Westside Phase 1 Lands", a right to the free, unimpeded and uninterrupted flow of air in and through any air intake and air exhaust shaft situate within "Westside Phase 1 Lands", which is necessary for the ventilation of the structure situate within Toronto Standard Condominium Plan No. 2118.

SUBJECT TO rights-of-way or rights in the nature of easements in favour of Toronto Standard Condominium Plan No. 2118 over the "Westside Phase 1 Lands", which said rights-of-way or rights in the nature of easements are as set out in Instrument AT2497742 and are as follows:

- (a) in and through the "Westside Phase 1 Lands", for the access of persons, materials, vehicles and equipment necessary for the maintenance, repair, operation, installation and reconstruction of any mechanical or electrical apparatus, installation or equipment including, but not limited to, gas mains, water mains, storm and sanitary sewers, garbage chutes, sprinkler mains, electrical cables, wires, conduits or ducts, telephone and cable television cables, wires, conduits or ducts, fire alarm systems, security systems and sump pumps, situate within the "Westside Phase 1 Lands" and which are necessary to the operation of the building situate within Toronto Standard Condominium Plan No.2118.
- (b) in and through the "Westside Phase 1 Lands" for the access of persons, materials and equipment necessary for the maintenance, repair, operation, construction and reconstruction of the building situate within Toronto Standard Condominium Plan No.2118.

TOGETHER WITH a Right of Way or Right in the nature of an easement over Part of the Ordnance Reserve and Part of Abell Street, Closed by By-law 6321, Instrument No. 33202D, Plan of Ordnance Reserve, designated as PARTS 4, 7 and 8, Plan 66R-17071, for the purposes as set out in Instrument WF27767, PART 4, Plan 66R-17071 partially released by Instrument AT2198441.

TOGETHER WITH a Right of Way or Right in the nature of an easement over Part of the Ordnance Reserve and Part of Abell Street, Closed by By-law 6321, Instrument No. 33202D, Plan of Ordnance Reserve, designated as PARTS 13 and 14, Plan 66R-17743, for the purposes as set out in Instrument WF27767.

TOGETHER WITH a Right of Way or Right in the nature of an easement over Part of the Ordnance Reserve and Part of Abell Street, Closed by By-law 6321, Instrument No. 33202D, Plan of Ordnance Reserve, designated as PARTS 3, 4, 5 and 6, Plan 66R-23469, until such time as said PARTS 3, 4, 5 and 6 are dedicated as a Public Highway, as set out in Instrument AT1707704.

TOGETHER WITH appurtenant rights-of-way or rights in the nature of easements in favour of the owners, their successors and assigns of Part of the Ordnance Reserve, Plan of Ordnance Reserve, designated as PARTS 6, 21 to 24 inclusive, 27, 30, 32, 33, 36 to 39 inclusive, 41, 43 to 52 inclusive and 54 to 56 inclusive, Plan 66R-25068, save and except PARTS 1 and 6, Plan 66R-26215, hereinafter referred to as the "Westside Phase 1 Lands", over Toronto Standard Condominium Plan No. 2118, provided that upon registration of the declaration and description pursuant to the *Condominium Act, 1998*, S.O. 1998, C.19, as amended or replaced, relating to Toronto Standard Condominium Plan No. 2118, the easements described herein cease to apply to, against or with respect to all units described by such declaration and description, as set out in Instrument AT2497742:

- (a) in, over, along and through the stairwells situate within Part of Toronto Standard Condominium Plan No. 2118, designated as PARTS 12, 13, 15 and 20, Plan 66R-25068, for the purposes of providing pedestrian ingress and egress, necessary to the operation of the "Westside Phase 1 Lands".
- (b) the free, unimpeded and uninterrupted flow of air in and through any air intake and air exhaust shaft situate within Part of Toronto Standard Condominium Plan No. 2118, designated as PARTS 9, 11, 16 and 19, Plan 66R-25068, which is necessary for the ventilation of the structure situate within the "Westside Phase 1 Lands".
- (c) the free, unimpeded and uninterrupted use of any garbage chutes, including the passage of refuse and recycling through the said garbage chutes situate within Part of Toronto Standard Condominium Plan No. 2118, designated as PARTS 10, 14, 17 and 18, Plan 66R-25068, necessary to the operation of the "Westside Phase 1 Lands".
- (d) in, over, along and through the corridors, situate within Part of Toronto Standard Condominium Plan No. 2118, designated as PARTS 2 and 3, Plan 66R-25068, for the purposes of emergency pedestrian egress.
- (e) a right-of-support in and through all structural members, including, but not limited to, load bearing walls, columns or pillars, floor and roof slabs, footings, foundation and soil all of which are situate within Toronto Standard Condominium Plan No. 2118 and which are necessary for support of the "Westside Phase 1 Lands", including the buildings, structures and improvements thereon.
- (f) a temporary right-of-way or right in the nature of an easement in, over, along and upon Toronto Standard Condominium Plan No. 2118 for construction purposes, including, but not limited to, the erection and maintenance of hoarding, piles, tieback and shoring systems, necessary for the construction of any buildings on the "Westside Phase 1 Lands", which said temporary right-of-way or right in the nature of an easement shall automatically terminate and cease upon the completion of construction of all such buildings.

TOGETHER WITH appurtenant rights-of-way or rights in the nature of easements in favour of the "Westside Phase 1 Lands", over Toronto Standard Condominium Plan No. 2118, as set out in Instrument AT2497742:

- (a) in and through Toronto Standard Condominium Plan No. 2118, for the access of persons, materials, vehicles and equipment necessary for the maintenance, repair, operation, installation and reconstruction of any mechanical or electrical apparatus, installation or equipment including, but not limited to, gas mains, water mains, storm and sanitary sewers, garbage chutes, sprinkler mains, electrical cables, wires, conduits or ducts, telephone and cable television cables, wires, conduits or ducts, fire alarm systems, security systems and sump pumps, situate within Toronto Standard Condominium Plan

No. 2118 and which are necessary to the operation of the building situate within the "Westside Phase 1 Lands".

- (b) in and through the Toronto Standard Condominium Plan No. 2118 for the access of persons, vehicles, materials and equipment necessary for the maintenance, repair, operation, construction and reconstruction of the building situate within the "Westside Phase 1 Lands".

TOGETHER WITH an easement in favour of the "Westside Phase 1 Lands", in, over, along, across and upon Part of Block 5, Plan of Ordnance Reserve, designated as PARTS 25, 26 and 53, Plan 66R-25068, for the purpose of providing emergency fire access, including ingress and egress of emergency vehicles and personnel, as more particularly set out in Instrument AT2497743.

TOGETHER WITH an easement in favour of the "Westside Phase 1 Lands", in, over, along, across and upon Part of Block 5, Plan of Ordnance Reserve, designated as PARTS 34 and 35, Plan 66R-25068, for the purpose of providing pedestrian and vehicular ingress and egress, including but not limited to maintenance, delivery, and removal vehicles, and for the purpose of off loading and on loading of all types of materials and goods as well as to allow for the surface storage, on a temporary basis, in designated bins or other containers in the Type G loading space within PARTS 34 and 35, as more particularly set out in Instrument AT2498220.

TOGETHER WITH an easement in favour of the owners their successors and assigns of Part of the Ordnance Reserve, Plan of Ordnance Reserve, designated as PARTS 3 and 4, Plan 66R-26215, in, over, along, across and upon Part of Block 5, Plan of Ordnance Reserve, designated as PARTS 34 and 35, Plan 66R-25068, for the purpose of providing pedestrian and vehicular ingress and egress, including but not limited to maintenance, delivery, and removal vehicles, and for the purpose of allowing the off loading and on loading of all types of materials and goods as well as to allow for the surface storage, on a temporary basis, in designated bins or other containers in the Type G loading space within PARTS 34 and 35, as more particularly set out in Instrument AT2736144.

TOGETHER WITH an easement in favour of the owners their successors and assigns of Part of the Ordnance Reserve, Plan of Ordnance Reserve, designated as PARTS 3 and 4, Plan 66R-26215, in, over, along, across and upon Part of Block 5, Plan of Ordnance Reserve, designated as PARTS 25 and 26, Plan 66R-25068, for the purpose of providing emergency fire access, including ingress and egress of emergency vehicles and personnel, as more particularly set out in Instrument AT2736147.

Being Part of P.I.N. 21298-0436 (LT).

#### EASEMENTS RELATING TO PHASE 2 (CURVE)

RESERVING rights-of-way or rights in the nature of easements in favour of the owners, their successors and assigns of Part of the Ordnance Reserve, Plan of Ordnance Reserve, designated as PART 6, Plan 66R-26215 and PARTS 28, 29, 31, 40 and 42, Plan 66R-25068, save and except PARTS 3 and 4, Plan 66R-26215, being part of P.I.N. 21298-0436 (LT), hereinafter referred to as the "Westside Phase 2 Lands", which said rights-of-way or rights in the nature of easements are as follows:

- (a) Access: In, over, long, across and upon the surface driveways, ramps and drive aisles situate within the Common Elements of this Condominium on Levels 1, A, B and C for the purpose of providing vehicular ingress and egress to and from Sudbury Street and to and from the underground garage constructed upon the "Westside Phase 2 Lands".
- (b) Garbage: In, over, along, across and through the driveways, ramps and drive aisles situate within the Common Elements of this Corporation on Levels 1, A, B and C for the purposes of providing vehicular and pedestrian ingress and egress including, but not limited to, garbage, maintenance, delivery and removal vehicles, as well as to allow for the surface storage, on temporary basis, of refuse and recycling bins or other containers uses in connection with the Type G loading space constructed upon the Common Elements of the Condominium Lands, and for the municipal or other pick-up of such

items necessary for the operation of the "Westside Phase 2 Lands", and any improvements constructed thereon.

- (c) Fire Route: In over, along and through Part of the Ordnance Reserve, Plan of Ordnance Reserve, designated as PARTS 23 and 24, Plan 66R-25068, for the purpose of providing emergency fire access, including ingress and egress of emergency vehicles and personnel.
- (d) Servicing: In and through the Common Elements of this Condominium, for the access of persons, materials, vehicles and equipment necessary for the maintenance, repair, operation, installation and reconstruction of any mechanical or electrical apparatus, installation or equipment including, but not limited to, gas mains and stations, water mains, storm and sanitary sewers, fire hydrants, electrical cables, wires, conduits or ducts, telephone and cable television cables, wires, conduits or ducts, fire alarm and sprinkler systems, security systems and sump pumps all of which are necessary to the operation of the building situate within the "Westside Phase 2 Lands".
- (e) Support: A right-of-support in and through all structural members, including, but not limited to, load bearing walls, columns, floor and roof slabs, footings, foundation and soil all of which are situate within the Common Elements of this Condominium and is necessary for support of the "Westside Phase 2 Lands".
- (f) Maintenance, Repair & Construction: In and through the Common Elements of this Condominium for the access of persons, vehicles, materials and equipment necessary for the maintenance, repair, operation, construction and reconstruction of the building or other improvements situate within the "Westside Phase 2 Lands".
- (g) Crane Swing: A temporary right-of-way or right in the nature of an easement in and through the Common Elements exterior to the building of this Condominium, for the purposes of providing passage for an overhead crane swing, which said temporary right-of-way or right in the nature of an easement will be terminable upon the completion of construction of all buildings to be constructed on the "Westside Phase 2 Lands".
- (h) Tie Backs and Hoarding: A temporary right-of-way or right in the nature of an easement in, over, along and upon the Common Elements of this Condominium for construction purposes, including, but not limited to, the erection of hoarding, tieback and shoring systems, necessary for the construction or reconstruction of any buildings or improvements on the "Westside Phase 2 Lands", which said temporary right-of-way or right in the nature of an easement shall be terminable upon the completion of construction of all such buildings.
- (i) Indemnity: The Owner of the "Westside Phase 2 Lands" shall indemnify and save the Corporation harmless from and against any claims, costs, loss, liability or damage that the Corporation may suffer arising out of the use of the easements and rights granted herein, which indemnity shall include but not be limited to, an obligation to repair any damage to the "Condominium Lands" caused by the use of the easements or rights herein granted.
- (j) Limitation: The easements and rights granted in favour of the Westside Phase 2 Lands herein, shall remain subject to the right of the Corporation to temporarily suspend or restrict any such rights or easements during the course of construction, repair, or maintenance of any building or road to be constructed, repaired, or maintained on any portion of the Condominium Lands, to the extent necessary to carry out such construction, repair, or maintenance, in the sole discretion of the Corporation, acting reasonably and provided such construction, repair, or maintenance is completed expeditiously, and further subject to the right of the Corporation, its successors and assigns, and its servants, agents, lessees, contractors and invitees, to pass, repass, drive, walk or travel in, under, on, over, along or through the servient lands for any purpose relating thereto.

TOGETHER WITH appurtenant rights-of-way or rights in the nature of easements in favour of the "Condominium Lands" provided that upon registration of the declaration and description pursuant to the Condominium Act, 1998, S.O. 1998, C.19, as amended or replaced, relating to the "Westside Phase 2 Lands", the easements described herein cease to apply to, against or with respect to all units described by such declaration and description.

- (a) Access: In, over, along and through the driveways and drive aisles situate within Part of the Ordnance Reserve, Plan of Ordnance Reserve, designated as PARTS 2 and 5, Plan 66R-26215, for the purposes of providing vehicular and pedestrian ingress and egress to and from the Condominium Lands, including, but not limited to, ingress and egress for garbage, maintenance, delivery and removal vehicles, necessary to the operation of the "Condominium Lands" and any improvements constructed thereon.
- (b) Support: A right-of-support in and through all structural members including, but not limited to, load bearing walls, footings, columns, floor and roof slabs, situate within the "Westside Phase 2 Lands" and which is necessary for the support of the building and improvements situate within the "Condominium Lands".
- (c) Servicing: In and through the "Westside Phase 2 Lands" for the access of persons, vehicles, materials and equipment necessary to maintain, repair, install, reconstruct and operate any mechanical or electrical apparatus, installation or equipment, including, but not limited to, water mains, gas mains and stations, storm and sanitary sewers, sprinkler mains, electrical cables, wire, conduits or ducts, telephone and cable television cables, wires, conduits or ducts and fire alarm and sprinkler systems situate within the "Westside Phase 2 Lands" and which are necessary to the operation of the building situate within the "Condominium Lands".
- (d) Maintenance, Repair & Construction: In and through the "Westside Phase 2 Lands" for the access of persons, materials and equipment necessary for the maintenance, repair, operation, construction and reconstruction of the building and other improvements situate within the "Condominium Lands".
- (e) Indemnity: The Corporation shall indemnify and save the owner of the "Westside Phase 2 Lands" harmless from and against any claims, costs, loss, liability or damage that the owner of the "Westside Phase 2 Lands" may suffer arising out of the use of the easements and rights granted herein, which indemnity shall include but not be limited to, an obligation to repair any damage to the "Westside Phase 2 Lands" caused by the use of the easements or rights herein granted.
- (f) Limitation: The easements and rights reserved in favour of the Corporation herein, shall remain subject to the right of the owner of the "Westside Phase 2 Lands" to temporarily suspend or restrict any such rights or easements during the course of construction, reconstruction, repair, or maintenance of any building or road to be constructed, repaired, or maintained on any portion of the "Westside Phase 2 Lands", to the extent necessary to carry out such construction, repair, or maintenance, in the sole discretion of the owner of the "Westside Phase 2 Lands", acting reasonably and provided such construction, repair, or maintenance is completed expeditiously, and further subject to the right of the owner of the "Westside Phase 2 Lands", its successors and assigns, and its servants, agents, lessees, contractors and invitees, to pass, repass, drive, walk or travel in, under, on, over, along or through the servient lands for any purpose relating thereto.

#### EASEMENTS RELATING TO EPIC

RESERVING rights-of-way or rights in the nature of easements in favour of the owners, their successors and assigns of Part of Block 5, Plan of Ordnance Reserve and Part of Abell Street, Closed by By-law 6321, Instrument No. 33202D, Registered Plan 878, designated as PARTS 1 to 7, inclusive, and PART 10, Plan 66R-23505, save and except PART 2, Plan 66R-23756, being part of P.I.N.21298-0432 (LT) and Part of Ordnance Reserve, Plan of Ordnance Reserve, designated as PART 1, Plan 66R-26215, being part of P.I.N. 21298-0436 (LT), hereinafter referred to as the "Epic Lands", which said rights-of-way or rights in the nature of easements are as follows:

- (a) Access: In, over, long, across and upon the surface driveways, ramps and drive aisles situate within the Common Elements of this Condominium on Levels 1 and A for the purpose of providing vehicular ingress and egress to and from Sudbury Street, the underground garage constructed upon the "Epic Lands", the underground garage constructed upon the Westside Phase 2 Lands and the Type G loading facilities located on the property municipally known as 180 Sudbury Street, Toronto.
- (b) Garbage and Loading: In, over, along, across, through and upon the driveways, ramps and drive aisles situate within the Common Elements of this Corporation on Levels 1 and A for the purpose of providing pedestrian and vehicular ingress and egress, including but not limited to, maintenance, delivery and removal vehicles, and for the purpose of allowing the off loading and on loading of all types of materials and goods as well as to allow for the surface storage, on a temporary basis, in designated bins or other containers in the Type G loading space constructed upon the Condominium Lands, of the refuse and recyclable materials of residents or other occupants of the building(s) to be constructed and developed on the Epic Lands and for the municipal or other pick-up of such items necessary for the operation of the buildings and improvements constructed on the Epic Lands.
- (c) Servicing: In and through the Common Elements of this Condominium, for the access of persons, materials, vehicles and equipment necessary for the maintenance, repair, operation, installation, relocation and construction or reconstruction of any mechanical or electrical apparatus, installation or equipment including, but not limited to, gas mains and station, water mains, storm and sanitary sewers, electrical cables, wires, conduits or ducts, telephone and cable television cables, wires, conduits or ducts, fire alarm and sprinkler systems, security systems and sump pumps all of which are necessary to the operation of the building and improvements situate within the "Epic Lands".
- (d) Support: A right-of-support in and through all structural members, including, but not limited to, load bearing walls, columns, floor and roof slabs, footings, foundation and soil all of which are situate within the Common Elements of this Condominium and is necessary for support of the "Epic Lands".
- (e) Maintenance, Repair & Construction: In and through the Common Elements of this Condominium for the access of persons, vehicles, materials and equipment necessary for the maintenance, repair, operation, and construction or reconstruction of any improvements, including without limitation any buildings, constructed or to be constructed within or upon the "Epic Lands".
- (f) Crane Swing: A temporary right-of-way or right in the nature of an easement in and through the Common Elements exterior to the building of this Condominium, for the purposes of providing passage for an overhead crane swing, which said temporary right-of-way or right in the nature of an easement will be terminable upon the completion of construction of all buildings and improvements to be constructed on the "Epic Lands".
- (g) Tie Backs and Hoarding: A temporary right-of-way or right in the nature of an easement in, over, along and upon the Common Elements of this Condominium for construction purposes, including, but not limited to, the erection of hoarding, tieback and shoring systems, and underpinning necessary for the construction of any buildings or improvements on the "Epic Lands", which said temporary right-of-way or right in the nature of an easement shall be terminable upon the completion of construction of all such buildings or improvements.
- (h) Knockout Panel/Drive Aisle Units: A temporary right-of-way or right in the nature of an easement in, over, along and upon the Common Elements of this Corporation on Levels A and B, including Visitor Parking Spaces for construction purposes, including but not limited to removing the knockout panels within the Knockout Panel/Drive Aisle Units in order to provide access to the improvements constructed or to be constructed upon the Epic Lands, and which shall include the right of the owner of the Epic Lands to temporarily suspend, restrict or reroute traffic circulation within the Common Elements of this Corporation on Levels A and B, which may be necessary for the purposes set out

herein, and which said temporary right-of-way or right in the nature of an easement shall be terminable upon the completion of construction of all such buildings or improvements.

- (i) Construction, Maintenance and Repair of Epic Garage: a right-of-way or right in the nature of an easement in, over, along and upon Part of the Ordnance Reserve, Plan of Ordnance Reserve, designated as PARTS 45 and 46, Plan 66R-25068, for construction, reconstruction, maintenance, repair and construction staging purposes, and which such rights shall include without limitation, the right to remove any landscaping or any soil coverage, necessary for the construction, reconstruction, maintenance or repair of the underground garage constructed or to be constructed on the "Epic Lands", and more particularly situated within Part of the Ordnance Reserve, Plan of Ordnance Reserve, designated as PART 1, Plan 66R-26215, which said right-of-way or right in the nature of an easement shall be in perpetuity.
- (j) Indemnity: The owner of the Epic Lands shall indemnify and save the Corporation harmless from and against any claims, costs, loss, liability or damage that the Corporation may suffer arising out of the use of the easements and rights granted herein, which indemnity shall include but not be limited to, an obligation to repair any damage to the Condominium Lands caused by the use of the easements or rights herein granted.
- (k) Limitation: The easements and rights reserved in favour of the owner of the Epic Lands herein, shall remain subject to the right of the Corporation to temporarily suspend or restrict any such rights or easements during the course of construction, reconstruction, repair, or maintenance of any building or road constructed or to be constructed, repaired, or maintained on any portion of the "Condominium Lands", to the extent necessary to carry out such construction, repair, or maintenance, in the sole discretion of the Corporation, acting reasonably and provided such construction, repair, or maintenance is completed expeditiously, and further subject to the right of the Corporation, its successors and assigns, and its servants, agents, lessees, contractors and invitees, to pass, repass, drive, walk or travel in, under, on, over, along or through the servient lands for any purpose relating thereto.

(The abovementioned easements are created pursuant to Subsection 20(2) of the Condominium Act, 1998. Reference should also be made to paragraph 1.8 of Article I of the Declaration.)

TOGETHER WITH appurtenant rights-of-way or rights in the nature of easements in favour of the "Condominium Lands" provided that upon registration of the declaration and description pursuant to the *Condominium Act, 1998*, S.O. 1998, C.19, as amended or replaced, relating to Part of Ordnance Reserve, Plan of Ordnance Reserve, designated as PART 1, Plan 66R-26215, the easements described herein shall automatically cease to apply to, against or with respect to all units described by such declaration and description.

- (a) a right-of-support in and through all structural members including, but not limited to, load bearing walls, footings, columns, floor and roof slabs, situate within Part of Ordnance Reserve, Plan of Ordnance Reserve, designated as PART 1, Plan 66R-26215, and which is necessary for the support of the building or other improvements constructed or to be constructed within the "Condominium Lands".
- (b) in and through Part of Ordnance Reserve, Plan of Ordnance Reserve, designated as PART 1, Plan 66R-26215, for the access of persons, materials and equipment necessary for the maintenance, repair, operation, construction and reconstruction of the building or other improvements constructed or to be constructed within the "Condominium Lands".

RESERVING rights-of-way or rights in the nature of easements in favour of the City of Toronto in, over, along and through Part of Ordnance Reserve, Plan of Ordnance Reserve, designated as PARTS 27, 45, 46 and 52, Plan 66R-25068, excluding any improvements, structures, facilities or landscaping currently existing, for the purposes of providing unobstructed public pedestrian ingress and egress, subject to the following:

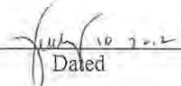
- (a) Maintenance: The Corporation agrees to maintain the servient lands reasonably free and clear of water, snow, ice and all other obstructions at its sole expense and shall not erect or cause to be erected or placed in, over, or upon the servient lands any structure or building, physical encumbrance, obstructions or works of any kind in perpetuity, except as approved by the Chief Planner.
- (b) Limitation: The easements and rights reserved in favour of the City of Toronto herein, shall remain subject to the right of the Corporation to temporarily suspend or restrict any such rights or easements during the course of construction, reconstruction, repair, or maintenance of any building or road constructed or to be constructed, repaired, or maintained on any portion of the "Condominium Lands", to the extent necessary to carry out such construction, repair, or maintenance, in the sole discretion of the Corporation, acting reasonably and provided such construction, repair, or maintenance is completed expeditiously, and further subject to the right of the Corporation, its successors and assigns, and its servants, agents, lessees, contractors and invitees, to pass, repass, drive, walk or travel in, under, on, over, along or through the servient lands for any purpose relating thereto.
- (c) Idem: The said easement reserved herein in favour of the City of Toronto shall be open and accessible to the public at all times, but such access may be refused, or a person required to leave the servient lands in the event such person (i) unreasonably interferes with the ability of other members of the public or lawful occupants of the Corporation to use the servient lands, (ii) carries on an unlawful activity, (iii) acts in a manner unreasonably inconsistent with the intended use of the servient lands, (iv) injures or attempts to injure any person, property or property rights, and (v) commits or attempts to commit any criminal or quasi-criminal offence, and in such event(s) such person(s) may be refused access to the servient lands.
- (d) Indemnity: The Corporation covenants and agrees that it shall from time to time and all times hereafter fully indemnify and save harmless the City of Toronto, its councilors, directors, officials, officers, employees, consultants, contractors, agents, successors and assigns, or any of them, from and against all actions, causes of action suits, claims, demands, damages, liability, interest, expenses, losses, costs, liens, charges, prosecutions and other proceedings whatsoever (the "Claims") which may be brought against or made upon the City of Toronto, its councilors, directors, officials, officers, employees, consultants, contractors, agents, successors and assigns, or any of them, in respect of or arising out of the acquisition of the easement reserved herein, or in respect of or arising out of any loss, damage or injury (including death resulting from injury) to any person or property, howsoever caused directly or indirectly, resulting from or sustained by reasons of any act or omission of the Corporation or any person for whom it is in law responsible including but not limited to any act or omission connected with any utility easements granted over the servient lands in connection with the purposes set out in the easement reserved herein in favour of the City of Toronto herein, save and except to the extent that any such Claims arise by virtue of the negligence and/or willful neglect of the City of Toronto or any person or persons for who it is responsible at law.
- (e) Insurance: The Corporation covenants and agrees, and it shall be a duty of the Corporation to take out an maintain, at its expense, as part of its general insurance coverage, commercial general liability insurance with respect to the easement reserved herein in favour of the City of Toronto acceptable as to form, limits and conditions to the city of Toronto for a limit of not less than Five Million Dollars (\$5,000,000.00) per occurrence (such limit to be reasonably increased from time to time) to reflect an amount which would be maintained by a prudent owner as determined by the City of Toronto covering possible damages, losses, claims and expenses for or in connection with any personal injury, death or property damage that might be incurred on or about the servient lands. The insurance policy shall include the City of Toronto as an additional insured and shall contain a cross-claim and severability of interest clause and include contractual liability coverage. The liability insurance policy shall provide that any breach of a condition of the policy by an insured shall not affect protection given by the policy to any other insured. The liability insurance policy shall contain a clause providing that the insured will not cancel or refuse to renew the said insurance without first giving the City of Toronto thirty (30) days prior written notice thereof. The Corporation agrees to supply

the City of Toronto with satisfactory evidence of such insurance upon request by the City, and a certificate of insurance shall be remitted to the Chief Planner within thirty (30) days of issuance and evidence of continuance shall be remitted to the City of Toronto at least thirty (30) days prior to the expiration of any insurance policy. The Corporation shall provide the City of Toronto of the insurance policy upon request.

(The abovementioned easement is created pursuant to Subsection 20(2) of the Condominium Act, 1998. Reference should also be made to paragraph 1.8 of Article I of the Declaration.)

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

Harris, Sheaffer, LLP.  
duly authorized representatives for  
WESTSIDE GALLERY LOFTS INC.

  
Dated

Per:   
Michael Baum

SCHEDULE "B"

CONSENT

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

- 1. We, THE TORONTO-DOMINION BANK have a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998* (the "Act") registered as Number AT1930298 in the Land Titles Division of the Toronto Registry Office (No. 66).
- 2. We consent to the registration of this Declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
- 3. We postpone the mortgage and the interests under it to the Declaration and the easements described in Schedule "A" to the Declaration.
- 4. We are entitled by law to grant this consent and postponement.

DATED this 27<sup>th</sup> day of June, 2012.

THE TORONTO-DOMINION BANK

Per: Shoba George  
 Name:  
 Title:

**SHOBA GEORGE**  
**COMMERCIAL OPERATION LEAD**  
**COMMERCIAL REAL ESTATE GROUP**  
 Per: I/WE HAVE THE AUTHORITY TO  
 Name: BIND THE CORPORATION  
 Title:

We have the authority to bind the Corporation.

SCHEDULE "B"

CONSENT

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

1. We, THE TORONTO-DOMINION BANK have a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998* (the "Act") registered as Number AT1930297 in the Land Titles Division of the Toronto Registry Office (No. 66).
2. We consent to the registration of this Declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
3. We postpone the mortgage and the interests under it to the Declaration and the easements described in Schedule "A" to the Declaration.
4. We are entitled by law to grant this consent and postponement.

DATED this 27<sup>th</sup> day of June, 2012.

THE TORONTO-DOMINION BANK

Per: Shoba George  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

Per: \_\_\_\_\_  
 Name: **SHOBA GEORGE**  
 Title: **COMMERCIAL OPERATION LEAD**  
**COMMERCIAL REAL ESTATE GROUP**  
**I/WE HAVE THE AUTHORITY TO**  
**BIND THE CORPORATION**

We have the authority to bind the Corporation.

SCHEDULE "B"

CONSENT

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

- 1. We, THE TORONTO-DOMINION BANK have a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998* (the "Act") registered as Number AT2499512 in the Land Titles Division of the Toronto Registry Office (No. 66).
- 2. We consent to the registration of this Declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
- 3. We postpone the mortgage and the interests under it to the Declaration and the easements described in Schedule "A" to the Declaration.
- 4. We are entitled by law to grant this consent and postponement.

DATED this 27<sup>th</sup> day of June, 2012.

THE TORONTO-DOMINION BANK

Per: Shoba George  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

Per: \_\_\_\_\_ **SHOBA GEORGE**  
 Name: \_\_\_\_\_ **COMMERCIAL OPERATION LEAD**  
 Title: \_\_\_\_\_ **COMMERCIAL REAL ESTATE GROUP**  
**I/WE HAVE THE AUTHORITY TO**  
**BIND THE CORPORATION**

We have the authority to bind the Corporation.

**SCHEDULE "B"**

**CONSENT**

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

1. We, THE TORONTO-DOMINION BANK have a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998* (the "Act") registered as Number AT2499485 in the Land Titles Division of the Toronto Registry Office (No. 66).
2. We consent to the registration of this Declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
3. We postpone the mortgage and the interests under it to the Declaration and the easements described in Schedule "A" to the Declaration.
4. We are entitled by law to grant this consent and postponement.

DATED this 27<sup>th</sup> day of June, 2012.

THE TORONTO-DOMINION BANK

Per: \_\_\_\_\_  
 Name: Shoba George  
 Title: \_\_\_\_\_

Per: \_\_\_\_\_  
 Name: **SHOBA GEORGE**  
**COMMERCIAL OPERATION LEAD**  
**COMMERCIAL REAL ESTATE GROUP**  
 Title: **I/WE HAVE THE AUTHORITY TO**  
**BIND THE CORPORATION**

We have the authority to bind the Corporation.



**SCHEDULE "B"**


**CONSENT**

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

- 1. We, FIRM CAPITAL MORTGAGE FUND INC. have a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998* (the "Act") registered as Number AT1956937 in the Land Titles Division of the Toronto Registry Office (No. 66).
- 2. We consent to the registration of this Declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
- 3. We postpone the mortgage and the interests under it to the Declaration and the easements described in Schedule "A" to the Declaration.
- 4. We are entitled by law to grant this consent and postponement.

DATED this 12 day of June, 2012.

FIRM CAPITAL MORTGAGE FUND INC.

Per:   
 Name: JONATHAN MAIR  
 Title: VICE-PRESIDENT

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

We have the authority to bind the Corporation.

**SCHEDULE "B"**

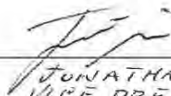
**CONSENT**

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

1. We, FIRM CAPITAL MORTGAGE FUND INC. have a registered mortgage within the meaning of clause 7(2)(b) of the *Condominium Act, 1998* (the "Act") registered as Number AT2499898 in the Land Titles Division of the Toronto Registry Office (No. 66).
2. We consent to the registration of this Declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.
3. We postpone the mortgage and the interests under it to the Declaration and the easements described in Schedule "A" to the Declaration.
4. We are entitled by law to grant this consent and postponement.

DATED this 12 day of June, 2012.

FIRM CAPITAL MORTGAGE FUND INC.

Per:   
 Name: \_\_\_\_\_  
 Title: JONATHAN MAIR  
 VICE PRESIDENT

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

We have the authority to bind the Corporation.

**SCHEDULE "C"**

Each Residential Unit, Guest Suite Unit, Amenity Unit, Parking Unit, Locker Unit, Service Unit, Knockout Panel/Drive Aisle Unit and Visitor Bicycle Lock-up 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, and are illustrated on Part 1, Sheets 1 to 9 inclusive of the Description and all dimensions shall have reference to them.

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

1. **BOUNDARIES OF THE RESIDENTIAL UNITS**

(being Units 1 to 10 inclusive and 13 on Level 1, Units 1 to 33 inclusive on Levels 4 and 5, Units 1 to 30 inclusive on Levels 6, 7 and 8, Units 1 to 16 inclusive on Level 9 and Units 1 to 17 inclusive on Levels 10 to 20 inclusive).

2. **BOUNDARIES OF THE GUEST SUITE UNITS**

(being Units 11 and 12 on Level 1).

a) Each Residential Unit and Guest Suite Unit is bounded vertically by:

- i) the upper surface and plane of the concrete floor slab and production.
- ii) the lower surface and plane of the concrete ceiling slab and production.

b) Each Residential Unit and Guest Suite Unit is bounded horizontally by one or a combination of the following:

- i) the backside surface and plane of the drywall sheathing on all exterior walls or walls separating a Unit from another Unit or the Common Element.
- ii) the unit side surface and plane of all exterior doors, door and window frames, the said doors and windows being in a closed position and the unit side surface of the glass panels contained therein.
- iii) in the vicinity of ducts, pipe spaces and concrete columns, the unit boundaries are the backside surfaces of the drywall sheathing enclosing said ducts, pipe spaces and concrete columns.
- iv) the unit side surface and plane of concrete or concrete/block walls and/or the production thereof, where applicable.
- v) the vertical plane established by the centre line of the demising wall and production, for Units 4 and 5 on Level 1.

3. **BOUNDARIES OF THE AMENITY UNIT**

(being Unit 48 on Level A).

a) The Amenity Unit is bounded vertically by:

- i) the upper surface and plane of the concrete floor slab and its production.
- ii) the lower surface and plane of the concrete ceiling slab and its production.

b) The Amenity Unit is bounded horizontally by one or a combination of the following:

- i) the exterior surfaces and planes of the exterior doors, door frames, windows and window frames, said doors and windows being in a closed position and the exterior surface and plane of the glass panels contained therein.

- ii) the backside surface and plane of the drywall sheathing and its production on walls separating one Unit from another Unit or from the Common Element.
- iii) in the vicinity of ducts, pipe spaces and concrete columns, the unit boundaries are the backside surfaces and planes of the drywall sheathing enclosing said ducts, pipe spaces and concrete columns.
- iv) the unit side surface and plane of concrete or concrete/block walls and/or the production thereof.

4. **BOUNDARIES OF THE PARKING UNITS**

(being Units 1 to 33 inclusive on Level A, Units 1 to 101 inclusive on Level B and Units 1 to 39 inclusive and 41 to 102 inclusive on Level C).

- a) Each Parking Unit is bounded vertically by:
  - i) the plane established 2.10 metres perpendicularly distant above and parallel to the concrete floor slab and production.
  - ii) the upper surface and plane of the concrete floor slab and production.
- b) Each Parking Unit is bounded horizontally by one or a combination of the following:
  - i) the vertical plane established by measurement.
  - ii) the vertical plane established by the centre line of columns and/or the production thereof.
  - iii) the unit side surface and plane of concrete or concrete/block walls and/or the production thereof.
  - iv) the vertical plane established by the line and face of the concrete columns and/or the production thereof.
  - v) the vertical plane established by measurement perpendicular to the concrete wall, located at the rear of the Unit.
  - vi) the vertical plane established perpendicular to the concrete wall, located at the rear of the Unit, and passing through the centre line of the concrete columns, and/or the production thereof.

5. **BOUNDARIES OF THE LOCKER UNITS**

(being Units 34 to 47 inclusive on Level A, Units 102 to 148 inclusive on Level B and Units 40 and 103 to 282 inclusive on Level C).

- a) Each Locker Unit is bounded vertically by:
  - i) the upper surface and plane of the concrete floor slab and production.
  - ii) the lower surface and plane of the steel wire mesh and frame and production.
- b) Each Locker Unit is bounded horizontally by one or a combination of the following:
  - i) the backside surface and plane of the drywall sheathing and production on walls separating the unit from the common element, where applicable.
  - ii) the unit side surface of the concrete or concrete block walls and production on walls or columns separating the unit from the common element.

- iii) the unit side surface and plane of the steel wire mesh and frame separating one Unit from another such Unit or the common element.
- iv) the unit side surface and plane of the steel wire mesh door and frame, said door being in a closed position.

6. **BOUNDARIES OF THE SERVICE UNITS**

(being Unit 14 on Level 1 (CACF Room Unit),  
Unit 17 on Level 9 (Mechanical Penthouse Unit),  
Unit 49 on Level A (Electrical Room Unit),  
Unit 50 on Level A (Refuse Room Unit),  
Unit 51 on Level A (Mechanical Room Unit),  
Unit 52 on Level A (Transformer Vault Unit) and  
Unit 53 on Level A (Communication Control Room Unit).

- a) Each Service Unit is bounded vertically by:
  - i) the upper surface and plane of the concrete floor slab and its production.
  - ii) the lower surface and plane of the concrete ceiling slab and its production.
  - iii) the upper surface and plane of the concrete roof slab, for Unit 17 on Level 9.
- b) Each Service Unit is bounded horizontally by one or a combination of the following:
  - i) the backside surface and plane of the drywall sheathing and production, where applicable.
  - ii) the unit side surface and plane of the concrete or concrete block walls and production.
  - iii) the exterior surface and plane of the exterior door and door frame, said door being in a closed position and the exterior surface of any glass panels contained therein.
  - iv) the unit side surface and plane of the metal wall and production, for Unit 17, Level 9.

7. **BOUNDARIES OF THE KNOCKOUT PANEL/DRIVE AISLE UNITS**

(being Units 54 and 55 on Level A).

- a) Each Knockout Panel/Drive Aisle Unit is bounded vertically by:
  - i) the lower surface and plane of the concrete ceiling slab and its production.
  - ii) the upper surface and plane of the concrete floor slab and production.
- b) Each Knockout Panel/Drive Aisle Unit is bounded horizontally by one or a combination of the following:
  - i) the unit side surface and plane of concrete or concrete/block walls and/or the production thereof.
  - ii) the vertical plane established by the line and face of the concrete columns and/or the production thereof.
  - iii) the vertical plane established perpendicular to the concrete wall, located at the rear of the Unit, and passing through the centre line of the concrete columns, and/or the production thereof.

iv) the property limit.

8. **BOUNDARIES OF THE VISITOR BICYCLE LOCK-UP UNIT**

(being Unit 15 on Level 1).

- a) The Visitor Bicycle Lock-up Unit is bounded vertically by:
- i) the upper surface and plane of the concrete and production.
  - ii) the horizontal plane established by measurement.
- b) The Visitor Bicycle Lock-up Unit is bounded horizontally by:
- i) the vertical plane established by measurement.
  - ii) the unit side surface of the exterior building wall and production.

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.

July 6, 2012  
Dated

  
\_\_\_\_\_  
D. Miret  
Ontario Land Surveyor

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

## SCHEDULE "D"

MUNICIPAL NO.	LEVEL NO.	UNIT NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES AND PERCENTAGE INTEREST IN COMMON ELEMENTS
PARKING UNIT	A	1	0.02855
PARKING UNIT	A	2	0.02855
PARKING UNIT	A	3	0.02855
PARKING UNIT	A	4	0.02855
PARKING UNIT	A	5	0.02855
PARKING UNIT	A	6	0.02855
PARKING UNIT	A	7	0.02855
PARKING UNIT	A	8	0.02855
PARKING UNIT	A	9	0.02855
PARKING UNIT	A	10	0.02855
PARKING UNIT	A	11	0.02855
PARKING UNIT	A	12	0.02855
PARKING UNIT	A	13	0.02855
PARKING UNIT	A	14	0.02855
PARKING UNIT	A	15	0.02855
PARKING UNIT	A	16	0.02855
PARKING UNIT	A	17	0.02855
PARKING UNIT	A	18	0.02855
PARKING UNIT	A	19	0.02855
PARKING UNIT	A	20	0.02855
PARKING UNIT	A	21	0.02855
PARKING UNIT	A	22	0.02855
PARKING UNIT	A	23	0.02855
PARKING UNIT	A	24	0.02855
PARKING UNIT	A	25	0.02855
PARKING UNIT	A	26	0.02855
PARKING UNIT	A	27	0.02855
PARKING UNIT	A	28	0.02855
PARKING UNIT	A	29	0.02855
PARKING UNIT	A	30	0.02855
PARKING UNIT	A	31	0.02855
PARKING UNIT	A	32	0.02855
PARKING UNIT	A	33	0.02855
LOCKER UNIT	A	34	0.00807
LOCKER UNIT	A	35	0.00807
LOCKER UNIT	A	36	0.00807
LOCKER UNIT	A	37	0.00807
LOCKER UNIT	A	38	0.00807
LOCKER UNIT	A	39	0.00807
LOCKER UNIT	A	40	0.00807
LOCKER UNIT	A	41	0.00807
LOCKER UNIT	A	42	0.00807
LOCKER UNIT	A	43	0.00807
LOCKER UNIT	A	44	0.00807
LOCKER UNIT	A	45	0.00807
LOCKER UNIT	A	46	0.00807
LOCKER UNIT	A	47	0.00807

AMENITY UNIT	A	48	0.00001
SERVICE UNIT (Electrical Room Unit)	A	49	0.00001
SERVICE UNIT (Refuse Room Unit)	A	50	0.00001
SERVICE UNIT (Mechanical Room Unit)	A	51	0.00001
SERVICE UNIT (Transformer Vault Unit)	A	52	0.00001
SERVICE UNIT (Communication Control Unit)	A	53	0.00001
KNOCKOUT PANEL/DRIVE AISLE UNIT	A	54	0.00001
KNOCKOUT PANEL/DRIVE AISLE UNIT	A	55	0.00001
PARKING UNIT	B	1	0.02855
PARKING UNIT	B	2	0.02855
PARKING UNIT	B	3	0.02855
PARKING UNIT	B	4	0.02855
PARKING UNIT	B	5	0.02855
PARKING UNIT	B	6	0.02855
PARKING UNIT	B	7	0.02855
PARKING UNIT	B	8	0.02855
PARKING UNIT	B	9	0.02855
PARKING UNIT	B	10	0.02855
PARKING UNIT	B	11	0.02855
PARKING UNIT	B	12	0.02855
PARKING UNIT	B	13	0.02855
PARKING UNIT	B	14	0.02855
PARKING UNIT	B	15	0.02855
PARKING UNIT	B	16	0.02855
PARKING UNIT	B	17	0.02855
PARKING UNIT	B	18	0.02855
PARKING UNIT	B	19	0.02855
PARKING UNIT	B	20	0.02855
PARKING UNIT	B	21	0.02855
PARKING UNIT	B	22	0.02855
PARKING UNIT	B	23	0.02855
PARKING UNIT	B	24	0.02855
PARKING UNIT	B	25	0.02855
PARKING UNIT	B	26	0.02855
PARKING UNIT	B	27	0.02855
PARKING UNIT	B	28	0.02855
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PARKING UNIT	B	43	0.02855
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PARKING UNIT	B	46	0.02855
PARKING UNIT	B	47	0.02855
PARKING UNIT	B	48	0.02855
PARKING UNIT	B	49	0.02855
PARKING UNIT	B	50	0.02855
PARKING UNIT	B	51	0.02855
PARKING UNIT	B	52	0.02855
PARKING UNIT	B	53	0.02855
PARKING UNIT	B	54	0.02855
PARKING UNIT	B	55	0.02855
PARKING UNIT	B	56	0.02855
PARKING UNIT	B	57	0.02855
PARKING UNIT	B	58	0.02855
PARKING UNIT	B	59	0.02855
PARKING UNIT	B	60	0.02855
PARKING UNIT	B	61	0.02855
PARKING UNIT	B	62	0.02855
PARKING UNIT	B	63	0.02855
PARKING UNIT	B	64	0.02855
PARKING UNIT	B	65	0.02855
PARKING UNIT	B	66	0.02855
PARKING UNIT	B	67	0.02855
PARKING UNIT	B	68	0.02855
PARKING UNIT	B	69	0.02855
PARKING UNIT	B	70	0.02855
PARKING UNIT	B	71	0.02855
PARKING UNIT	B	72	0.02855
PARKING UNIT	B	73	0.02855
PARKING UNIT	B	74	0.02855
PARKING UNIT	B	75	0.02855
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PARKING UNIT	B	81	0.02855
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PARKING UNIT	B	90	0.02855
PARKING UNIT	B	91	0.02855
PARKING UNIT	B	92	0.02855
PARKING UNIT	B	93	0.02855
PARKING UNIT	B	94	0.02855
PARKING UNIT	B	95	0.02855
PARKING UNIT	B	96	0.02855
PARKING UNIT	B	97	0.02855
PARKING UNIT	B	98	0.02855
PARKING UNIT	B	99	0.02855

PARKING UNIT	B	100	0.02855
PARKING UNIT	B	101	0.02855
LOCKER UNIT	B	102	0.00807
LOCKER UNIT	B	103	0.00807
LOCKER UNIT	B	104	0.00807
LOCKER UNIT	B	105	0.00807
LOCKER UNIT	B	106	0.00807
LOCKER UNIT	B	107	0.00807
LOCKER UNIT	B	108	0.00807
LOCKER UNIT	B	109	0.00807
LOCKER UNIT	B	110	0.00807
LOCKER UNIT	B	111	0.00807
LOCKER UNIT	B	112	0.00807
LOCKER UNIT	B	113	0.00807
LOCKER UNIT	B	114	0.00807
LOCKER UNIT	B	115	0.00807
LOCKER UNIT	B	116	0.00807
LOCKER UNIT	B	117	0.00807
LOCKER UNIT	B	118	0.00807
LOCKER UNIT	B	119	0.00807
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LOCKER UNIT	C	282	0.00807
101	1	1	0.26786
102	1	2	0.31839
103	1	3	0.26220
104	1	4	0.25097
105	1	5	0.26220
106	1	6	0.22662
107	1	7	0.19103
108	1	8	0.21726
109	1	9	0.21538

110	1	10	0.23786
GUEST SUITE UNIT	1	11	0.00001
GUEST SUITE UNIT	1	12	0.00001
SUPERINTENDENT'S UNIT	1	13	0.35365
SERVICE UNIT (CACF Room Unit)	1	14	0.00001
VISITOR BICYCLE LOCK-UP UNIT	1	15	0.00001
401	4	1	0.29217
402	4	2	0.31090
403	4	3	0.25846
404	4	4	0.25846
405	4	5	0.25846
406	4	6	0.21725
407	4	7	0.19103
408	4	8	0.16856
409	4	9	0.24722
410	4	10	0.12361
411	4	11	0.26220
412	4	12	0.19853
413	4	13	0.23224
414	4	14	0.23224
415	4	15	0.23224
416	4	16	0.23224
417	4	17	0.25846
418	4	18	0.25846
419	4	19	0.25846
420	4	20	0.25846
421	4	21	0.28846
422	4	22	0.28846
423	4	23	0.28846
424	4	24	0.28846
425	4	25	0.23598
426	4	26	0.23598
427	4	27	0.35585
428	4	28	0.25097
429	4	29	0.25097
430	4	30	0.27157
431	4	31	0.27157
432	4	32	0.30715
433	4	33	0.28846
501	5	1	0.29217
502	5	2	0.31090
503	5	3	0.25846
504	5	4	0.25846
505	5	5	0.25846
506	5	6	0.21725
507	5	7	0.19103
508	5	8	0.16856
509	5	9	0.24722
510	5	10	0.15358
511	5	11	0.26220
512	5	12	0.19853
513	5	13	0.23224
514	5	14	0.23224

515	5	15	0.23224
516	5	16	0.23224
517	5	17	0.25846
518	5	18	0.25846
519	5	19	0.25846
520	5	20	0.25846
521	5	21	0.28846
522	5	22	0.28846
523	5	23	0.28846
524	5	24	0.28846
525	5	25	0.23598
526	5	26	0.23598
527	5	27	0.35585
528	5	28	0.25097
529	5	29	0.25097
530	5	30	0.27157
531	5	31	0.27157
532	5	32	0.30715
533	5	33	0.28846
601	6	1	0.23224
602	6	2	0.25846
603	6	3	0.20976
604	6	4	0.21351
605	6	5	0.20602
606	6	6	0.17231
607	6	7	0.14047
608	6	8	0.26220
609	6	9	0.30715
610	6	10	0.16856
611	6	11	0.18729
612	6	12	0.18729
613	6	13	0.18729
614	6	14	0.18729
615	6	15	0.29966
616	6	16	0.26595
617	6	17	0.29966
618	6	18	0.24722
619	6	19	0.24722
620	6	20	0.24722
621	6	21	0.28846
622	6	22	0.23598
623	6	23	0.23598
624	6	24	0.35585
625	6	25	0.25097
626	6	26	0.25097
627	6	27	0.22849
628	6	28	0.22849
629	6	29	0.23598
630	6	30	0.25471
701	7	1	0.23224
702	7	2	0.25846
703	7	3	0.20976
704	7	4	0.21351
705	7	5	0.20602
706	7	6	0.17231

707	7	7	0.14047
708	7	8	0.25846
709	7	9	0.30715
710	7	10	0.16856
711	7	11	0.18729
712	7	12	0.18729
713	7	13	0.18729
714	7	14	0.18729
715	7	15	0.29966
716	7	16	0.26595
717	7	17	0.29966
718	7	18	0.24722
719	7	19	0.24722
720	7	20	0.24722
721	7	21	0.28846
722	7	22	0.23598
723	7	23	0.23598
724	7	24	0.35585
725	7	25	0.25097
726	7	26	0.25097
727	7	27	0.22849
728	7	28	0.22849
729	7	29	0.23598
730	7	30	0.25471
801	8	1	0.23224
802	8	2	0.25846
803	8	3	0.20976
804	8	4	0.21351
805	8	5	0.20602
806	8	6	0.17231
807	8	7	0.14047
808	8	8	0.25846
809	8	9	0.30715
810	8	10	0.16856
811	8	11	0.18729
812	8	12	0.18729
813	8	13	0.18729
814	8	14	0.18729
815	8	15	0.29966
816	8	16	0.26595
817	8	17	0.29966
818	8	18	0.24722
819	8	19	0.24722
820	8	20	0.24722
821	8	21	0.28846
822	8	22	0.23598
823	8	23	0.23598
824	8	24	0.35585
825	8	25	0.25097
826	8	26	0.25097
827	8	27	0.22849
828	8	28	0.22849
829	8	29	0.23598
830	8	30	0.25471
901	9	1	0.22849

902	9	2	0.31839
903	9	3	0.36708
904	9	4	0.17980
905	9	5	0.17980
906	9	6	0.25471
907	9	7	0.28846
908	9	8	0.23598
909	9	9	0.23598
910	9	10	0.35585
911	9	11	0.25097
912	9	12	0.25097
913	9	13	0.22849
914	9	14	0.22849
915	9	15	0.23598
916	9	16	0.25471
SERVICE UNIT (Mechanical Penthouse Unit)	9	17	0.00001
1001	10	1	0.20227
1002	10	2	0.25097
1003	10	3	0.22475
1004	10	4	0.33339
1005	10	5	0.17980
1006	10	6	0.21351
1007	10	7	0.24722
1008	10	8	0.28846
1009	10	9	0.23598
1010	10	10	0.23598
1011	10	11	0.35585
1012	10	12	0.25097
1013	10	13	0.25097
1014	10	14	0.22849
1015	10	15	0.22849
1016	10	16	0.23598
1017	10	17	0.25471
1101	11	1	0.20227
1102	11	2	0.25097
1103	11	3	0.22475
1104	11	4	0.33339
1105	11	5	0.17980
1106	11	6	0.21351
1107	11	7	0.24722
1108	11	8	0.28846
1109	11	9	0.23598
1110	11	10	0.23598
1111	11	11	0.35585
1112	11	12	0.25097
1113	11	13	0.25097
1114	11	14	0.22849
1115	11	15	0.22849
1116	11	16	0.23598
1117	11	17	0.25471
1201	12	1	0.20227
1202	12	2	0.25097
1203	12	3	0.22475

1204	12	4	0.33339
1205	12	5	0.17980
1206	12	6	0.21351
1207	12	7	0.24722
1208	12	8	0.28846
1209	12	9	0.23598
1210	12	10	0.23598
1211	12	11	0.35585
1212	12	12	0.25097
1213	12	13	0.25097
1214	12	14	0.22849
1215	12	15	0.22849
1216	12	16	0.23598
1217	12	17	0.25471
1301	13	1	0.20227
1302	13	2	0.25097
1303	13	3	0.22475
1304	13	4	0.33339
1305	13	5	0.17980
1306	13	6	0.21351
1307	13	7	0.24722
1308	13	8	0.28846
1309	13	9	0.23598
1310	13	10	0.23598
1311	13	11	0.35585
1312	13	12	0.25097
1313	13	13	0.25097
1314	13	14	0.22849
1315	13	15	0.22849
1316	13	16	0.23598
1317	13	17	0.25471
1401	14	1	0.20227
1402	14	2	0.25097
1403	14	3	0.22475
1404	14	4	0.33339
1405	14	5	0.17980
1406	14	6	0.21351
1407	14	7	0.24722
1408	14	8	0.28846
1409	14	9	0.23598
1410	14	10	0.23598
1411	14	11	0.35585
1412	14	12	0.25097
1413	14	13	0.25097
1414	14	14	0.22849
1415	14	15	0.22849
1416	14	16	0.23598
1417	14	17	0.25471
1501	15	1	0.20227
1502	15	2	0.25097
1503	15	3	0.22475
1504	15	4	0.33339
1505	15	5	0.17980
1506	15	6	0.21351

1507	15	7	0.24722
1508	15	8	0.28846
1509	15	9	0.23598
1510	15	10	0.23598
1511	15	11	0.35585
1512	15	12	0.25097
1513	15	13	0.25097
1514	15	14	0.22849
1515	15	15	0.22849
1516	15	16	0.23598
1517	15	17	0.25471
1601	16	1	0.20227
1602	16	2	0.25097
1603	16	3	0.22475
1604	16	4	0.33339
1605	16	5	0.17980
1606	16	6	0.21351
1607	16	7	0.24722
1608	16	8	0.28846
1609	16	9	0.23598
1610	16	10	0.23598
1611	16	11	0.35585
1612	16	12	0.25097
1613	16	13	0.25097
1614	16	14	0.22849
1615	16	15	0.22849
1616	16	16	0.23598
1617	16	17	0.25471
1701	17	1	0.20227
1702	17	2	0.25097
1703	17	3	0.22475
1704	17	4	0.33339
1705	17	5	0.17980
1706	17	6	0.21351
1707	17	7	0.24722
1708	17	8	0.28846
1709	17	9	0.23598
1710	17	10	0.23598
1711	17	11	0.35585
1712	17	12	0.25097
1713	17	13	0.25097
1714	17	14	0.22849
1715	17	15	0.22849
1716	17	16	0.23598
1717	17	17	0.25471
1801	18	1	0.20227
1802	18	2	0.25097
1803	18	3	0.22475
1804	18	4	0.33339
1805	18	5	0.17980
1806	18	6	0.21351
1807	18	7	0.24722
1808	18	8	0.28846
1809	18	9	0.23598

1810	18	10	0.23598
1811	18	11	0.35585
1812	18	12	0.25097
1813	18	13	0.25097
1814	18	14	0.22849
1815	18	15	0.22849
1816	18	16	0.23598
1817	18	17	0.25471
1901	19	1	0.20227
1902	19	2	0.25097
1903	19	3	0.22475
1904	19	4	0.33339
1905	19	5	0.17980
1906	19	6	0.21351
1907	19	7	0.24722
1908	19	8	0.28846
1909	19	9	0.23598
1910	19	10	0.23598
1911	19	11	0.35585
1912	19	12	0.25097
1913	19	13	0.25097
1914	19	14	0.22849
1915	19	15	0.22849
1916	19	16	0.23598
1917	19	17	0.25471
2001	20	1	0.20227
2002	20	2	0.25097
2003	20	3	0.22475
2004	20	4	0.33339
2005	20	5	0.17980
2006	20	6	0.21351
2007	20	7	0.24722
2008	20	8	0.28846
2009	20	9	0.23598
2010	20	10	0.23598
2011	20	11	0.35585
2012	20	12	0.25097
2013	20	13	0.25097
2014	20	14	0.22849
2015	20	15	0.22849
2016	20	16	0.23598
2017	20	17	0.25471

TOTAL

100.00000

## SCHEDULE "E"

## SPECIFICATION OF COMMON EXPENSES

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

- (a) all sums of money paid or payable by the Corporation in connection with the performance of any of its objects, duties and powers whether such objects, duties and powers are imposed by the Act, the Declaration and By-laws of the Corporation or other law or by agreement;
- (b) all sums of money properly paid by the Corporation on account of any and all public and private suppliers to the Corporation of insurance coverage, utilities and services including, without limiting the generality of the foregoing, levies or charges payable on account of:
  - i) insurance premiums;
  - ii) water and sewage respecting common elements and units, unless separately metered or check-metered;
  - iii) waste disposal and garbage collection from the Residential Units;
  - iv) maintenance materials, tools and supplies;
  - v) snow removal and landscaping;
  - vi) fuel, including gas, oil and hydro-electricity unless separately metered or check-metered to a Unit; and
  - vii) the Shared Facilities Agreement;
- (c) all sums of money paid or payable by the Corporation pursuant to any management contract which may be entered into between the Corporation and a manager;
- (d) all sums of money required by the Corporation for the acquisition or retention of real property for the use and enjoyment of the property or for the acquisition, repair, maintenance, replacement or leasing of personal property for the use and enjoyment in or about the common elements;
- (e) all sums of money paid or payable by the Corporation to any and all persons, firms, or companies engaged or retained by the Corporation, its duly authorized agents, servants and employees for the purpose of performing any or all of the objects, duties and powers of the Corporation including, without limitation, legal, engineering, accounting, auditing, expert appraising, advising, maintenance, managerial, secretarial or other professional advice and service required by the Corporation;
- (f) all sums of money paid or payable by the Corporation to the Equipment Lender in connection with the repayment of the Equipment Loan, including all blended monthly payments made (or to be made) on account of principal and interest, and all other costs and expenses incurred or associated with the Equipment Loan and/or the security documentation in connection therewith, as expressly contemplated in section 10.1(p);
- (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 Corporation;
- (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 By-law;

**SCHEDULE "F"**

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

- a) the Owner(s) of each of Residential Units 1 to 7 inclusive and 9 on Level 1, shall have the exclusive use of a patio to which the Units will have direct access, as illustrated in heavy outline on Part 2, Sheet 1 of the Description, being numbered the same number as the Unit with the prefix letter 'P'.
- b) the Owner(s) of Residential Units 1 to 6 inclusive, 9 and 11 to 33 inclusive on Levels 4 and 5, Units 21 to 26 inclusive on Level 6, Units 1 to 6 inclusive, 8, 9 and 11 to 30 inclusive on Levels 7 and 8 and all Units on Levels 9 to 20 inclusive, shall have the exclusive use of a balcony to which the Units will have direct and sole access.
- c) the Owner(s) of Residential Units 1 to 20 inclusive and 27 to 30 inclusive on Level 6 and Units 2 and 3 on Level 9, shall have the exclusive use of a terrace to which the Units will have direct and sole access.

## 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*)

**150 Sudbury Street**

I certify that:

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

(Check whichever boxes are applicable)

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

OR

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

OR

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

OR

- ~~There are no installations with respect to the provision of air conditioning.~~
9.  ~~All installations with respect to the provision of electricity are in place.~~

- 10.  All indoor and outdoor swimming pools are roughed in to the extent that they are ready to receive finishes, equipment and accessories.


OR

~~There are no indoor or outdoor swimming pools.~~

- 11.  Except as otherwise specified in the regulations, the boundaries of the units are completed to the drywall (not including taping and sanding), plaster or other final covering, and perimeter doors are in place.

DATED this 26 day of MARCH, 2012



  
Name: CARLOS ANTUNES  
Title: Architect or Engineer

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*)

150 Sudbury Street

I certify that:

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

(Check whichever boxes are applicable)

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



OR

~~There are no underground garages.~~

- 5.  All elevating devices as defined in the *Elevating Devices Act* are licensed under that Act if it requires a license, except for elevating devices contained wholly in a unit and designed for use only within the unit.

OR

~~There are no elevating devices as defined in the *Elevating Devices Act* except for elevating devices contained wholly in a unit and designed for use only within the unit.~~

- 6.  All installations with respect to the provision of water and sewage services are in place.
- 7.  All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.
- 8.  All installations with respect to the provision of air conditioning are in place.

OR

~~There are no installations with respect to the provision of air conditioning.~~

- 9.  All installations with respect to the provision of electricity are in place.

- 10.  All indoor and outdoor swimming pools are roughed in to the extent that they are ready to receive finishes, equipment and accessories.

OR

~~There are no indoor or outdoor swimming pools.~~

- 11.  Except as otherwise specified in the regulations, the boundaries of the units are completed to the drywall (not including taping and sanding), plaster or other final covering, and perimeter doors are in place.

DATED this 15 day of MARCH, 2012

SGMUND SOUDACK

Name:

Title: Architect or Engineer



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*)

150 Sudbury Street

I certify that:

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

(Check whichever boxes are applicable)

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

OR

~~There are no underground garages.~~

- 5.  All elevating devices as defined in the *Elevating Devices Act* are licensed under that Act if it requires a license, except for elevating devices contained wholly in a unit and designed for use only within the unit.

OR

~~There are no elevating devices as defined in the *Elevating Devices Act* except for elevating devices contained wholly in a unit and designed for use only within the unit.~~

- 6.  All installations with respect to the provision of water and sewage services are in place.
- 7.  All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.
- 8.  All installations with respect to the provision of air conditioning are in place.

OR

~~There are no installations with respect to the provision of air conditioning.~~

- 9.  All installations with respect to the provision of electricity are in place.

10.  All indoor and outdoor swimming pools are roughed in to the extent that they are ready to receive finishes, equipment and accessories.

OR

~~There are no indoor or outdoor swimming pools.~~

11.  Except as otherwise specified in the regulations, the boundaries of the units are completed to the drywall (not including taping and sanding), plaster or other final covering, and perimeter doors are in place.

DATED this 6 day of FEBRUARY, 2011.2012



M. ISKANDER, P.ENG.

Name:

Title: Architect or Engineer

**SCHEDULE "G"**

**CERTIFIED 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)  
Urbancorp The Bridge Inc.  
38 Joe Shuster Way, Toronto, Ontario


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

(Check whichever boxes are applicable)

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

DATED this 16<sup>th</sup> day of September, 2011



  
Name: Steven Kirshenblatt  
Title: Architect or Engineer

SCHEDULE "G"

CERTIFIED 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)  
Urbancorp The Bridge Inc.  
38 Joe Shuster Way, Toronto, Ontario

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

(Check whichever boxes are applicable)

- 1.  The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents.
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- 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, the perimeter doors are in place.

DATED this 16<sup>th</sup> day of September 2011



Name: Steven Kirshenblatt  
Title: Architect or Engineer



**TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2249**

**BUDGET FOR THE FISCAL YEAR**

**JULY 1, 2018 TO JUNE 30, 2019**

**TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2249**

**BUDGET FOR THE FISCAL YEAR**

**JULY 1, 2018 TO JUNE 30, 2019**

	2017-2018 <u>Budget</u>	2018-2019 <u>Budget</u>
<b><u>REVENUE</u></b>		
Common Element Assessment	1,885,859	1,904,637
Operating Interest	1,350	1,460
Sundry Revenue	15,560	7,000
Guest Suite Income	15,000	22,000
<b>TOTAL REVENUE</b>	<b>1,917,769</b>	<b>1,935,097</b>
<b><u>SALARY EXPENSES</u></b>		
Superintendent	45,894	47,271
Superintendent Relief	4,500	2,100
C.P.P.	2,850	2,850
Employment Insurance	1,490	1,490
Group Benefit Plan	6,250	5,500
W.S.I.B.	1,520	1,520
<b>TOTAL SALARY</b>	<b>62,504</b>	<b>60,731</b>
<b><u>ADMINISTRATIVE EXPENSES</u></b>		
Management Fees	140,963	144,485
Legal Fees	4,750	4,400
Audit Fees	4,100	4,153
Performance Audit	3,500	4,900
Regulatory Fees	-	4,860
<b>TOTAL ADMINISTRATIVE</b>	<b>153,313</b>	<b>162,798</b>
<b><u>OTHER EXPENSES</u></b>		
Office Expenses	15,517	14,490
Telephones	1,250	1,000
Common Element Expense	7,300	7,300
Property Tax	-	19
<b>TOTAL OTHER</b>	<b>24,067</b>	<b>22,809</b>
<b><u>UTILITIES</u></b>		
Hydro	6,450	6,400
Water	143,500	140,000
<b>TOTAL UTILITIES</b>	<b>149,950</b>	<b>146,400</b>

**TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2249**

**BUDGET FOR THE FISCAL YEAR**

**JULY 1, 2018 TO JUNE 30, 2019**

	<u>2017-2018</u>	<u>2018-2019</u>
	<u>Budget</u>	<u>Budget</u>
<b><u>CONTRACTS</u></b>		
Insuite Fan Coil Maintenance	12,434	12,434
Elevators	27,120	19,945
Concierge	24,500	28,000
Parking Control	5,000	4,739
Cleaners	124,822	153,650
Carpet Cleaning	5,085	5,085
Equipment Rental/Lease/Purchase	1,900	1,900
Guest Suite Expenses	4,200	4,100
Insurance Premiums	44,000	40,500
Garage Cleaning	6,200	6,700
<b>TOTAL CONTRACTS</b>	<b>255,261</b>	<b>277,053</b>
<b><u>REPAIRS &amp; MAINTENANCE</u></b>		
Elevator Maintenance	25,000	11,500
Electrical	6,500	5,000
Plumbing	7,000	7,750
Doors, Locks & Keys	8,200	11,540
Garage Arm Gate	4,600	-
Maintenance Supplies	5,500	5,000
General Repairs and Maintenance	16,500	9,800
Security Equipment	5,200	9,000
<b>TOTAL REPAIRS &amp; MAINTENANCE</b>	<b>78,500</b>	<b>59,590</b>
<b><u>SHARED COSTS</u></b>		
Shared Facility	90,000	82,100
Two Way Shares	799,174	799,174
Five Way Shares	-	10,000
<b>TOTAL SHARED</b>	<b>889,174</b>	<b>891,274</b>
<b><u>RESERVE FUND</u></b>		
Reserve Fund Provision	305,000	314,442
<b>TOTAL RESERVE FUND</b>	<b>305,000</b>	<b>314,442</b>
<b>TOTAL EXPENSES</b>	<b>1,917,769</b>	<b>1,935,097</b>
<b>SURPLUS / ( DEFICIT )</b>	<b>-</b>	<b>-</b>

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2249

BUDGET FOR THE FISCAL YEAR

JULY 1, 2018 TO JUNE 30, 2019

COMMENTARY ON BUDGETED EXPENSES

<b>SALARY EXPENSES</b>	<b>60,731</b>	
Superintendent	47,271	Superintendent salary.
Superintendent Relief	2,100	Cost for superintendent coverage.
C.P.P.	2,850	CPP contribution cost.
Employment Insurance	1,490	EI contribution cost
Group Benefit Plan	5,500	The cost of group benefits plan.
W.S.I.B.	1,520	The cost of WSIB premium .
<b>ADMINISTRATIVE EXPENSES</b>	<b>162,798</b>	
Management Fees	144,485	As per contract with FirstService Residential.
Legal Fees	4,400	Fogler Rubinoff. Legal fees as required.
Audit Fees	4,153	Blumenfeld, Woznica Cost of annual yearend audit.
Performance Audit	4,900	Engineering fees.
Regulatory Fees	4,860	Legislation fee as per condo act
<b>OTHER EXPENSES</b>	<b>22,809</b>	
Office Expenses	14,490	Expenses for budget/AGM packages, minute taker, bank charges, office supplies, bonuses etc.
Telephones	1,000	Cost of the phone line- Super cell.
Common Element Expense	7,300	Common expenses for super suites.
Property Tax	19	Cost of mortgage on Superintendent suite.
<b>UTILITIES</b>	<b>146,400</b>	
Hydro	6,400	Cost of hydro for Guest suites, Superintendent suite.
Water	140,000	Cost of hydro utilities
<b>CONTRACTS</b>	<b>277,053</b>	
Insuite Fan Coil Maintenance	12,434	Cost of twice per year in-suite fan coil maintenance.
Elevators	19,945	Cost of full-service elevator contract.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2249

BUDGET FOR THE FISCAL YEAR

JULY 1, 2018 TO JUNE 30, 2019

COMMENTARY ON BUDGETED EXPENSES

Concierge	28,000	Cost of the security service as per contract .
Parking Control	4,739	Cost of parking service as per contract.
Cleaners	153,650	Cost of housekeeping service as per contract.
Carpet Cleaning	5,085	Cost of carpet shampooing quarterly.
Equipment Rental/Lease/Purchase	1,900	Cost of the fan coil unit lease -the super and guest suites .
Guest Suite Expenses	4,100	Cost of the guest suite services - clenaing, dry cleaning etc.
Insurance Premiums	40,500	Atrens Counsel general liability, property and Directors and Officers
Garage Cleaning	6,700	Cost of the power washing garage levels.
<b>REPAIRS &amp; MAINTENANCE</b>	<b>59,590</b>	
Elevator Maintenance	11,500	Over time calls, vandalism, Repairs no covered by Contract, Licenses,
Electrical	5,000	Miscellaneous electrical repairs.
Plumbing	7,750	Miscellaneous plumbing repairs.
Doors, Locks & Keys	11,540	Locks and doors repairs, door closures etc.
Maintenance Supplies	5,000	Cost of the paint, tools, signs etc.
General Repairs and Maintenance	9,800	Expense assoiated to general repairs etc.
Security Equipment	9,000	FOB, Security cameras, etc.
<b>SHARED COSTS</b>	<b>891,274</b>	
Shared Facility	82,100	Cost of Shared Facility with TSCC2355 Curve 170 Sudbury
Two Way Shares	799,174	Cost of Shared Facilities with TSCC2118 -Artscape 38 Abell
Five Way Shares	10,000	Cost of Shared Facilities with TSCC2355 & TSCC 2583
<b>RESERVE FUND</b>	<b>314,442</b>	
Reserve Fund Provision	314,442	Annual contribution to reserve fund as per Reserve Fund Study by Pretium Anderson.



**TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2249**

**FINANCIAL STATEMENTS**

**FOR THE YEAR ENDED JUNE 30, 2017**

**TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2249**

**FOR THE YEAR ENDED JUNE 30, 2017**

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# **Blumenfeld, Woznica & Co.**

Chartered Accountants

3300 Steeles Avenue West, Suite 201  
Concord, Ontario L4K 2Y4

## **INDEPENDENT AUDITOR'S REPORT**

To the Owners of Toronto Standard Condominium Corporation No. 2249

We have audited the accompanying financial statements of Toronto Standard Condominium Corporation No. 2249, which comprise the statement of financial position as at June 30, 2017, the statements of operations and changes in fund balances of the operating, reserve, capital asset and settlement funds, the statement of cash flows, and the schedule to the financial statements for the year then ended, and a summary of significant accounting policies and other explanatory information.

### **Management's responsibility for the financial statements**

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

### **Auditor's responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained in our audit is sufficient and appropriate to provide a basis for our audit opinion.

### **Opinion**

In our opinion, the financial statements present fairly, in all material respects, the financial position of Toronto Standard Condominium Corporation No. 2249 as at June 30, 2017, and its financial performance and its cash flows for the year then ended in accordance with Canadian accounting standards for not-for-profit organizations.

*Blumenfeld, Woznica & Co.*

Chartered Accountants  
Licensed Public Accountants  
November 7, 2017  
Concord, Ontario

**TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2249**

**Statement of Financial Position**

**As at June 30, 2017**

**Assets**

	<u>2017</u>	<u>2016</u>
Current		
Cash and cash equivalents - operating fund	120,697	133,621
Cash and cash equivalents - reserve fund	174,530	146,036
Reserve fund investments - note 3	734,883	719,555
Accounts and sundry receivables	250,065	406,238
Due from operating fund	1,502	11,189
Prepaid expenses	<u>3,404</u>	<u>1,574</u>
	1,285,081	1,418,213
Guest units - note 2(i)	300,000	300,000
Superintendent unit - note 2(i)	<u>442,000</u>	<u>442,000</u>
Total assets	<u>2,027,081</u>	<u>2,160,213</u>

**Liabilities and Fund Balances**

Current		
Accounts payable and accrued liabilities - operating fund	46,628	121,354
Accounts payable and accrued liabilities - reserve fund	27,764	9,673
Mortgage payable	-	27,134
Due to reserve fund	<u>1,502</u>	<u>11,189</u>
	75,894	169,350
Long term		
Mortgage payable	<u>-</u>	<u>201,796</u>
Total liabilities	<u>75,894</u>	<u>371,146</u>
Fund balances		
Reserve fund - note 4	883,151	867,107
Operating fund	326,035	408,890
Settlement fund	372,041	372,041
Capital asset fund	<u>369,960</u>	<u>141,029</u>
Total fund balances	<u>1,951,187</u>	<u>1,789,067</u>
Total liabilities and fund balances	<u>2,027,081</u>	<u>2,160,213</u>

On behalf of the Owners:

Director

Director \_\_\_\_\_

See accompanying notes

**TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2249**

**Statement of Operations and Changes in Fund Balances - Operating Fund**

**For The Year Ended June 30, 2017**

	<u>2017</u> <u>Budget</u> (note 7)	<u>2017</u> <u>Actual</u>	<u>2016</u> <u>Actual</u>
<b>Revenue:</b>			
Owners' assessment	1,885,859	1,885,857	1,885,722
Less: transfer to reserve fund	<u>(293,514)</u>	<u>(293,514)</u>	<u>(287,759)</u>
Owners' transfer to operating fund	1,592,345	1,592,343	1,597,963
Investment and other income	<u>21,320</u>	<u>28,151</u>	<u>30,657</u>
Total operating fund revenue	<u>1,613,665</u>	<u>1,620,494</u>	<u>1,628,620</u>
<b>Common expenses (schedule):</b>			
Administrative expenses	234,950	439,185	234,467
Operating expenses	1,228,215	1,131,260	1,141,185
Utilities	<u>150,500</u>	<u>132,904</u>	<u>111,095</u>
Total common expenses	<u>1,613,665</u>	<u>1,703,349</u>	<u>1,486,747</u>
Excess (deficiency) of revenue over expenses	<u>-</u>	(82,855)	141,873
Fund balance, beginning of year		<u>408,890</u>	<u>267,017</u>
Fund balance, end of year		<u>326,035</u>	<u>408,890</u>

**TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2249**

**Statement of Operations and Changes in Fund Balances - Reserve Fund**

**For The Year Ended June 30, 2017**

	<u>2017</u>	<u>2016</u>
<b>Revenue</b>		
Owners' transfer to the reserve fund - note 4	293,514	287,759
Investment income	<u>17,416</u>	<u>15,201</u>
Total revenue	<u>310,930</u>	<u>302,960</u>
<b>Major repairs and replacements - note 4</b>		
Reserve fund study	3,955	-
Waterproofing and caulking	8,159	-
Concrete floor	20,735	-
HVAC	1,882	-
Doors, locks and windows	24,443	33,192
Elevator	31,550	20,880
Plumbing	47,285	35,211
Painting	103,804	13,799
Security system	1,492	11,381
Parking garage and driveway	57,163	60,932
Interior repairs	7,708	5,192
Gym room and party room	(13,290)	27,189
Lobby	-	11,034
Electrical	-	2,959
Water damage repairs	-	12,501
Swimming pool	-	8,475
Exterior wall	-	114,506
Fire alarm system	-	6,313
Total expenditures	<u>294,886</u>	<u>363,564</u>
Excess (deficiency) of revenue over expenditures for the year	16,044	(60,604)
Fund balance, beginning of year	<u>867,107</u>	<u>927,711</u>
Fund balance, end of year	<u>883,151</u>	<u>867,107</u>

See accompanying notes

**TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2249**

**Statement of Operations and Changes in Fund Balances - Capital Asset Fund**

**For The Year Ended June 30, 2017**

	<u>2017</u>	<u>2016</u>
Add (deduct)		
Allocation from owners' assessments for mortgage payments	236,133	43,977
Interest component of mortgage payments	<u>(7,202)</u>	<u>(15,234)</u>
Net	228,931	28,743
Fund balance, beginning of year	<u>141,029</u>	<u>112,286</u>
Fund balance, end of year	<u><u>369,960</u></u>	<u><u>141,029</u></u>

**TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2249**

**Statement of Operations and Changes in Fund Balances - Settlement Fund**

**For The Year Ended June 30, 2017**

	<u>2017</u>	<u>2016</u>
Settlement with developer	<u>-</u>	<u>372,041</u>
Fund balance, beginning of year	<u>372,041</u>	<u>-</u>
Fund balance, end of year	<u><u>372,041</u></u>	<u><u>372,041</u></u>

**TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2249**

**Statement of Cash Flows**

**For The Year Ended June 30, 2017**

	<u>2017</u>	<u>2016</u>
<b>Cash flows from operating activities</b>		
<b>Owners' transfer for:</b>		
Operating fund	1,592,343	1,597,963
Reserve fund	293,514	287,759
Capital asset fund, net	228,931	28,743
Settlement with developer	-	372,041
Investment and other income	45,566	45,857
Common expenses	(1,703,349)	(1,486,747)
Major repairs and replacements	<u>(294,886)</u>	<u>(363,564)</u>
	162,119	482,052
Net changes in other non-cash operating accounts		
Accounts and sundry receivables	156,173	(175,639)
Prepaid expenses	(1,830)	(274)
Accounts payable and accrued liabilities	<u>(56,634)</u>	<u>13,153</u>
Cash flows from operating activities	<u>259,828</u>	<u>319,292</u>
<b>Cash flows from financing activities</b>		
Mortgage on guest and superintendent units	<u>(228,930)</u>	<u>(400,784)</u>
Cash flows from financing activities	<u>(228,930)</u>	<u>(400,784)</u>
<b>Cash flows from investing activities</b>		
Change in reserve fund investments	<u>(15,328)</u>	<u>(309,864)</u>
Cash flows from investing activities	<u>(15,328)</u>	<u>(309,864)</u>
Net increase (decrease) in cash and cash equivalents	15,570	(391,356)
Cash and cash equivalents - beginning of year	<u>279,657</u>	<u>671,013</u>
Cash and cash equivalents - end of year	<u>295,227</u>	<u>279,657</u>
Represented by:		
Cash and cash equivalents - operating	120,697	133,621
Cash and cash equivalents - reserve	<u>174,530</u>	<u>146,036</u>
	<u>295,227</u>	<u>279,657</u>

See accompanying notes

**TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2249**

**Schedule to the Financial Statements**

**For The Year Ended June 30, 2017**

	<u>2017</u> <u>Budget</u> (note 7)	<u>2017</u> <u>Actual</u>	<u>2016</u> <u>Actual</u>
<b>Administrative expenses</b>			
Management fees	137,526	137,526	133,520
Insurance	38,650	38,587	35,480
Audit	4,100	4,213	3,955
Legal and professional	4,000	1,151	1,866
Office expenses	9,506	16,491	10,039
Performance audit	1,000	-	2,233
Telephone	1,000	5,084	3,397
Mortgage-suites	<u>39,168</u>	<u>236,133</u>	<u>43,977</u>
Total administrative expenses	<u>234,950</u>	<u>439,185</u>	<u>234,467</u>
<b>Operating expenses</b>			
Superintendent	58,298	54,746	53,412
Common element expenses	7,200	7,210	7,333
Insuite fan coil / heat pump	11,706	11,802	11,802
Elevator	23,063	22,975	26,762
Concierge	39,734	25,718	6,358
Parking control	4,928	3,151	3,870
Cleaners	121,186	121,186	117,656
Equipment / rental lease	1,900	1,749	1,749
Guest suite expenses	3,000	3,406	1,082
Garage door	1,500	-	233
Garage cleaning	5,900	3,400	5,232
Electrical	3,000	2,079	3,288
Plumbing	3,000	5,243	-
Doors, locks and keys	4,750	7,936	6,061
Maintenance supplies	5,500	4,085	7,663
General building repairs	9,799	18,311	26,764
Carpet cleaning	5,085	5,085	7,119
Fire protection	-	-	1,405
Security equipment	3,500	1,992	7,755
Shared facilities - note 10	84,350	80,636	84,466
Two way shares - note 11	<u>830,816</u>	<u>750,550</u>	<u>761,175</u>
Total operating expenses	<u>1,228,215</u>	<u>1,131,260</u>	<u>1,141,185</u>
<b>Utilities</b>			
Hydro	6,500	6,076	5,988
Water	<u>144,000</u>	<u>126,828</u>	<u>105,107</u>
Total utilities expenses	<u>150,500</u>	<u>132,904</u>	<u>111,095</u>
<b>Total common expenses</b>	<u>1,613,665</u>	<u>1,703,349</u>	<u>1,486,747</u>

See accompanying notes

# TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2249

## Notes to the Financial Statements

June 30, 2017

### 1) Purpose of the organization

The Corporation was incorporated on July 16, 2012 without share capital under the Condominium Act of Ontario. The purpose of the Corporation is to manage and maintain the common elements (as defined in the Corporation's Declaration and By-laws) and to provide common services for the benefit of the owners of the 369 dwelling units. The municipal addresses are described as 150 Sudbury Street, in the City of Toronto. For Canadian income tax purposes the Corporation qualifies as a not-for-profit organization which is exempt from income tax under the Income Tax Act.

### 2) Summary of significant accounting policies

#### (a) Basis of accounting

These financial statements are prepared in accordance with Canadian accounting standards for not-for-profit organizations.

#### (b) Fund accounting

The operating fund reports the assessment from owners and expenses related to the operations and administration of the common elements.

The capital asset fund reports that portion of owners' assessment allocated to it to make mortgage payments and the interest component of those payments.

The settlement fund reports the proceeds received from developer to be used at the discretion of the directors to pay for building deficiency repairs.

The reserve fund reports the assessment from owners and expenditures for major repair and replacement costs of the common elements and assets. The basis for determining the reserve fund's requirements is explained in Note 4. Only major repairs and replacements of the common elements are charged directly to this reserve fund with the exception of the cost of the reserve fund study which may be charged to the reserve fund. Minor repairs and replacements are charged to the repairs and maintenance of the operating fund. The Corporation segregates amounts accumulated for the purpose of financing future charges only to the reserve fund. Investment income is credited directly to the reserve fund.

#### (c) Revenue recognition

Owners' assessments are recognized as revenue in the statement of operations monthly based on the budget distributed to owners each year. Investment and sundry revenue are recognized as revenue of the related fund when earned.

#### (d) Use of estimates

The preparation of the financial statements in accordance with Canadian accounting standards for not-for-profit organizations requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from management's best estimates as additional information becomes available in the future.

#### (e) Contributed services

Directors and owners volunteer their time to assist in the corporation's activities. While these services benefit the corporation considerably, a reasonable estimate of their amount and fair value cannot be made and, accordingly, these contributed services are not recognized in the financial statements.

#### (f) Cash and cash equivalents

Cash and cash equivalents include highly-liquid instruments with an original maturity of less than 90 days.

#### (g) Capital disclosures

The corporation manages its capital primarily through its investments and adheres to the corporation's investment policies.

# TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2249

## Notes to the Financial Statements

June 30, 2017

### 2) Summary of significant accounting policies (continued)

#### (h) Financial instruments

The company initially measures its financial assets and liabilities at fair value, except for certain non-arm's length transactions. The company subsequently measures all its financial assets and financial liabilities at amortized cost, except for investment in equity instruments that are quoted in an active market, which are measured at fair value. Change in fair value are recognized in net income.

#### (i) Guest and superintendent units

The two guest units and the one superintendent unit with parking are stated at cost. The estimated recoverable amount is not expected to be less than the carrying amount, therefore no provision has been made for amortization. The Board of Directors reviews the carrying amount of the units for impairment whenever events or changes in circumstances indicate that the carrying amount of the units may not be recoverable and, if deemed impaired, measurement and recording of an impairment loss is based on the fair value of the units.

### 3) Reserve fund investments

Investments are comprised of certificates of deposits of \$734,883, which are held-for-trading, with varying maturity dates from May 28, 2018 to May 29, 2022 and earning interest at rates varying from 1.80% to 2.60%.

### 4) Reserve fund

The Corporation, as required by the Condominium Act, 1998, has established a reserve fund for financing future repairs and replacements of the common elements and assets.

The directors have used an Updated Reserve Fund Study based on a site inspection (Class 2) of Pretium Anderson Burlington Inc. dated October 3, 2016 and such other information as was available to them in evaluating the adequacy of the reserve fund. The board has accepted the recommendations of the study which suggests an annual contribution of \$287,759 for 2017; expenditures of \$33,255 and an ending balance as at June 30, 2017 of \$1,154,400. Actual amounts were \$293,514, \$294,886 and \$883,151 respectively.

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

### 5) Financial instruments risk exposure

#### (a) Credit risk

Credit risk arises from the possibility that condominium owners may experience financial difficulty and not be able to fulfil monthly maintenance commitments. The risk of credit loss is limited in that the Corporation can place a lien on the property and recover any amount owing on disposition of the property.

#### (b) Liquidity risk

Liquidity is the risk that the company will encounter difficulty in meeting obligations associated with financial liabilities. The company is exposed to this risk in respect of its mortgage payable and accounts payable. The company expects to meet these obligations as they come due by generating sufficient cash flow from operations.

#### (c) Market risk

Market risk is the risk that fair value future cash flows of a financial instrument will fluctuate because of changes in market prices. Market risk comprises of three types of risks: currency risk, interest rate risk and other price risk. The company is not exposed to these risks.

**TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2249**

**Notes to the Financial Statements**

**June 30, 2017**

**6) Contractual obligations**

The Corporation has entered into contracts with various third parties to provide certain services to manage the common elements.

**7) Budget information**

The budget figures presented for comparison purposes are not audited or reviewed and are those approved by the directors. They have been reclassified to conform with the financial statement presentation.

**8) Remuneration of directors**

No remuneration was paid to the Board of Directors during the year.

**9) Commitments**

The Corporation has entered into two equipment operating leases at annual cost of approximately \$226,000. These leases were expensed in the shared facilities.

**10) Shared facilities**

a) Pursuant to an agreement between Toronto Standard Condominium Corporation No. 2249 and Toronto Standard Condominium Corporation No. 2355, the corporations set up a separate entity to pay the shared facilities expenses. The corporations pay these expenses in proportion to their ownership of the gross floor area.

b) Pursuant to an agreement amongst Toronto Standard Condominium Corporation No. 2249, Toronto Standard Condominium Corporation No. 2355 and Toronto Standard Condominium Corporation No. 2118, the corporations are responsible for the Westside Project Service Units expenses in proportion to their ownership of these service units.

**11) Two way shares**

Pursuant to an agreement between Toronto Standard Condominium Corporation No. 2249 and Toronto Standard Condominium Corporation No. 2118, the corporations set up a separate entity to pay the two way shares expenses. The corporations pay these expenses in proportion to their ownership of the gross floor area.

**12) Corresponding figures**

Certain of the corresponding figures have been reclassified to conform with the financial statement presentation of the current year.

## CERTIFICATE OF INSURANCE

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

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2249 AND ALL REGISTERED UNIT OWNERS  
FROM TIME TO TIME AND ALL REGISTERED MORTGAGEES FROM TIME TO TIME

**PROPERTY INSURED:** 150 Sudbury Street  
Toronto, ON M6J 3S8

**TERM:** July 16, 2017 **TO:** July 16, 2018

**COMMERCIAL PACKAGE POLICY NO. 501167824**

**PROPERTY:** Form: Comprehensive All Risk Policy  
Amount of Insurance: \$75,504,480.00  
Deductibles: \$ 10,000.00 STANDARD  
\$ 10,000.00 SEWER BACKUP  
\$ 10,000.00 WATER DAMAGE  
\$ 10,000.00 FLOOD  
\$ 100,000.00 EARTHQUAKE  
Company: Novex Insurance Company 50%  
Economical Mutual Insurance Company 25%  
RSA Insurance Company 25%

**COMPREHENSIVE GENERAL LIABILITY:**

Limit of Liability: \$5,000,000.00

**DIRECTORS AND OFFICERS LIABILITY:**

Limit of Liability: \$5,000,000.00

**BOILER AND MACHINERY:**

Limit per Accident: \$75,504,480.00  
Company: Aviva Insurance Company of Canada  
Policy Number: **CMP81654138**

This document is furnished as a matter of courtesy and only as information of the fact that Policies have been concurrently prepared. It is not a contract, confers no right upon any person and imposes no liability on the Insuring Companies. A Photocopy of this executed Certificate may be relied upon to the same extent as if it were an original executed certificate.

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

Date: July 17, 2017



\_\_\_\_\_  
Authorized Representative



**Atrens-Counsel  
Insurance Brokers**

Part of Arthur J. Gallagher Canada Limited

**CERTIFICATE OF INSURANCE**

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

**NAMED INSURED:** SHARED FACILITIES FOR TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2249 AND  
TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2355

**ADDITIONAL NAMED  
INSUREDS:** ALL REGISTERED SHAREHOLDERS FROM TIME TO TIME AND ALL REGISTERED  
MORTGAGEES FROM TIME TO TIME

**PROPERTY INSURED:** 150 & 170 Sudbury Street  
Toronto, Ontario  
M6J 3S8

**TERM:** January 31, 2018 TO January 31, 2019

**COMMERCIAL PACKAGE POLICY NO. 40122222**

**PROPERTY:** Form: Comprehensive All Risk Policy  
Amount of Insurance: \$1,564,668.00  
Deductibles: \$ 5,000.00 STANDARD  
\$ 5,000.00 SEWER BACKUP  
\$ 5,000.00 WATER  
\$ 10,000.00 FLOOD  
\$ 50,000.00 EARTHQUAKE  
Company: Economical Mutual Insurance Company

**COMPREHENSIVE GENERAL LIABILITY:**  
Limit of Liability: \$5,000,000.00


**DIRECTORS AND OFFICERS LIABILITY:**  
Limit of Liability: N/A

**EQUIPMENT BREAKDOWN INSURANCE:**  
Limit per Accident: \$1,564,668.00  
Company: Aviva Insurance Company of Canada  
Policy Number: 81638409-1050

This document is furnished as a matter of courtesy and only as information of the fact that Policies have been concurrently prepared.  
It is not a contract, confers no right upon any person and imposes no liability on the Insuring Companies.  
A photocopy of this executed Certificate may be relied upon to the same extent as if it were an original executed certificate.

Date: January 25, 2018

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

  
\_\_\_\_\_  
Authorized Representative

*Your Protection is Our Business*

## **STANDARD UNIT**

### **Section 43 (5) (h) of the Condominium Act, S.O. 1998**

The following is the schedule setting out what constitutes a standard unit for each class of unit pursuant to Section 43 (5) (h) of the *Act*, for the purpose of determining the responsibility for repairing improvement after damage and insuring them, as required pursuant to Section 43 (5) (h) of the *Condominium Act, 1998*.

The standard unit for Residential Units shall include all the standard features provided in the schedule attached hereto, but shall not include floor coverings, or countertops in kitchens and bathrooms. Owners should ensure that these items are insured through their respective condominium homeowner policies.

## SCHEDULE

### General Features

1. 9 foot clear height on all floors, as per plan
2. Exposed concrete ceiling & floor
3. Architecturally designed thermal glazed aluminum windows, as per plan
4. Glazed aluminum sliding door to access balcony, patio or terrace, as per plan
5. All operating windows with screens
6. Translucent glazed sliding door system as per plan
7. Entry door with contemporary hardware and privacy viewer
8. In-suite rental heating and cooling system.
9. All interior free standing walls 7'-0" high
10. Exposed ducts for heating and cooling and all service connections, including pipes and conduits, exposed
11. All homes pre-wired for high speed cable internet and cable ready for HDTV
12. Individual electrical service panel.
13. Light fixtures at front entrance, walk-in closets and bathroom.

### Kitchen

1. Contemporary European design cabinetry in selection of wood and coloured finishes
2. Stainless steel sink with single lever faucet with integrated vegetable spray
3. Matching designer ceramic backsplash
4. Stone countertops in a selection of marbles and granites
5. Halogen track lighting
6. Brand name appliance package including
  - Stainless Steel finish 30" range with glass top – self cleaning
  - Stainless Steel finish 24" dishwasher
  - Titanium or S/S finish refrigerator 11.4 cu. Ft. counter depth
  - Stainless Steel finish built-in microwave with hood fan exhausted to exterior
  - Stacked washer & dryer

### Bathroom

1. Designer ceramic tile as per plan
2. Sink with contemporary European designed cabinetry
3. Designer mirror over sink with light
4. Soaker tub
5. Temperature controlled mixing valve to tub/shower
6. Ceiling exhaust fan vented to exterior

### Electrical

1. Living room and bedrooms pre-wired for cable T.V. & telephone, heat detector pre-wired to the fire annunciation panel
2. Individual suite smoke detector
3. Controlled split outlets in "Live" and "Sleep" areas, as per plan

**NOTICE OF FUTURE FUNDING OF THE RESERVE FUND**

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

To: All Owners of Toronto Standard Condominium Corporation No. 2249

The Board has received and reviewed an Updated Reserve Fund Study based on a site inspection (Class 2), dated October 3, 2016, prepared by Pretium Anderson Burlington Inc. and has proposed a plan for the future funding of the reserve fund that the Board has determined will ensure that, in accordance with the regulations made under the *Condominium Act, 1998*, the reserve fund will be adequate for the major repair and replacement of the common elements and assets of the Corporation.

This notice contains:

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

The 2017 average contribution per unit per month to the reserve fund is \$64.81. Based on the proposed funding plan, the average increase per unit per month will be \$1.94 in 2018, \$2.00 in 2019, and \$2.06 in 2020.

The proposed funding plan will be implemented on July 1, 2016.  
Dated this 4 day of October, 2016.

T.S.C.C. No. 2249

Randy Goldman  
(signature)

Randy Goldman  
(print name)

Stephen Murphy  
(signature)

Stephen Murphy  
(print name)

(affix corporate seal or add statement that the persons signing have the authority to bind the Corporation)

### SUMMARY OF RESERVE FUND STUDY

The following is a summary of an Updated Reserve Fund Study based on a site inspection (Class 2), dated October 3, 2016, prepared by Pretium Anderson Burlington Inc. for Toronto Standard Condominium Corporation No. 2249. (known as the “Reserve Fund Study”)

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

The estimated expenditures from the reserve fund study for the next thirty (30) years are set out in the CASH FLOW TABLE. In this summary, the term “annual contribution” means the total amount to be contributed each year to the reserve fund, exclusive of interest earned on the reserve fund. The recommended annual contribution for 2018 is \$296,392, based on the estimated expenditures and the following:

Opening Balance of the Reserve Fund:	\$880,000
Minimum Reserve Fund Balance during the projected period:	\$1,154,400
Assumed Annual Inflation Rate for Reserve Fund Expenditures:	3.00%
Assumed Annual Interest Rate for interest earned on the Reserve Fund:	2.00%

The Reserve Fund Study can be examined by contacting:

FirstService Residential  
89 Skyway Avenue, Suite 200  
Toronto, ON

Attention: Mr. George Todorovic

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

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

The board of Toronto Standard Condominium Corporation No. 2249 has reviewed an Updated Reserve Fund Study based on a site inspection (Class 2) dated October 3, 2016, prepared by Pretium Anderson Burlington Inc., for the Corporation and has proposed a plan for the future funding of the reserve fund that the board has determined will ensure that, in accordance with the regulations made under the *Condominium Act, 1998*, the reserve fund will be adequate for the major repair and replacement of the common elements and assets of the Corporation.

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

The total annual contribution recommended under the proposed funding plan for the 2017 fiscal year is \$287,759 and for the 2018 fiscal year is \$296,392 , which is the same amount as already budgeted.

**Notice of Future Funding of the Reserve Fund – (Sheet 4 of 6)**

Opening Balance of the Reserve Fund: \$880,000  
 Minimum Reserve Fund Balance (as indicated in this table): \$1,154,400  
 Assumed Annual Interest Rate for interest earned on the Reserve Fund: 2.00%  
 Assumed Annual Inflation Rate for Reserve Fund Expenditures: 3.00%

Year	Balance	Interest	Expenditures	Net Change	Balance	Interest	Expenditures	Net Change	Balance
0	2017	\$880,000	\$287,759	\$33,255	\$19,896	0.00%	\$307,655	\$1,154,400	
1	2018	\$1,154,400	\$296,392	\$13,036	\$25,665	3.00%	\$322,057	\$1,463,421	
2	2019	\$1,463,421	\$305,284	\$13,427	\$31,923	3.00%	\$337,206	\$1,787,200	
3	2020	\$1,787,200	\$314,442	\$78,779	\$37,828	3.00%	\$352,270	\$2,060,691	
4	2021	\$2,060,691	\$323,875	\$152,746	\$42,645	3.00%	\$366,520	\$2,274,465	
5	2022	\$2,274,465	\$333,592	\$256,756	\$45,969	3.00%	\$379,560	\$2,397,269	
6	2023	\$2,397,269	\$343,599	\$15,112	\$50,933	3.00%	\$394,532	\$2,776,689	
7	2024	\$2,776,689	\$353,907	\$15,565	\$58,611	3.00%	\$412,518	\$3,173,642	
8	2025	\$3,173,642	\$364,524	\$187,520	\$64,927	3.00%	\$429,452	\$3,415,574	
9	2026	\$3,415,574	\$375,460	\$16,513	\$71,576	3.00%	\$447,036	\$3,846,096	
10	2027	\$3,846,096	\$386,724	\$93,395	\$79,520	3.00%	\$466,244	\$4,218,945	
11	2028	\$4,218,945	\$398,326	\$33,317	\$87,684	3.00%	\$486,010	\$4,671,638	
12	2029	\$4,671,638	\$410,276	\$18,044	\$97,000	3.00%	\$507,275	\$5,160,869	
13	2030	\$5,160,869	\$422,584	\$964,634	\$97,431	3.00%	\$520,015	\$4,716,249	
14	2031	\$4,716,249	\$435,261	\$205,278	\$96,248	3.00%	\$531,509	\$5,042,480	
15	2032	\$5,042,480	\$448,319	\$316,186	\$101,783	3.00%	\$550,102	\$5,276,396	
16	2033	\$5,276,396	\$461,769	\$20,309	\$109,543	3.00%	\$571,311	\$5,827,398	
17	2034	\$5,827,398	\$475,622	\$51,549	\$120,377	3.00%	\$595,999	\$6,371,847	
18	2035	\$6,371,847	\$489,890	\$1,373,749	\$118,174	3.00%	\$608,064	\$5,606,162	
19	2036	\$5,606,162	\$504,587	\$22,192	\$116,510	3.00%	\$621,097	\$6,205,067	
20	2037	\$6,205,067	\$519,725	\$1,242,503	\$116,423	3.00%	\$636,148	\$5,598,712	
21	2038	\$5,598,712	\$535,317	\$23,544	\$116,628	3.00%	\$651,945	\$6,227,113	
22	2039	\$6,227,113	\$551,376	\$24,250	\$129,336	3.00%	\$680,712	\$6,883,575	
23	2040	\$6,883,575	\$567,917	\$1,092,552	\$131,933	3.00%	\$699,851	\$6,490,873	
24	2041	\$6,490,873	\$584,955	\$275,877	\$132,402	3.00%	\$717,356	\$6,932,353	
25	2042	\$6,932,353	\$602,503	\$529,267	\$138,858	3.00%	\$741,361	\$7,144,447	
26	2043	\$7,144,447	\$620,579	\$1,082,249	\$137,735	3.00%	\$758,313	\$6,820,512	
27	2044	\$6,820,512	\$639,196	\$28,113	\$141,967	3.00%	\$781,163	\$7,573,562	
28	2045	\$7,573,562	\$658,372	\$50,156	\$156,983	3.00%	\$815,355	\$8,338,761	
29	2046	\$8,338,761	\$678,123	\$73,497	\$172,234	3.00%	\$850,357	\$9,115,622	

**Notes:**

The term "annual contribution" means the amount to be contributed each year to the reserve fund from the monthly common expenses and excludes other contributions such as loans and special assessments.

Notice of Future Funding of the Reserve Fund – (Sheet 6 of 6)

0	2017	\$287,759	0.00%	\$0	\$287,759
1	2018	\$296,392	3.00%	\$0	\$296,392
2	2019	\$305,284	3.00%	\$0	\$305,284
3	2020	\$314,442	3.00%	\$0	\$314,442
4	2021	\$323,875	3.00%	\$0	\$323,875
5	2022	\$333,592	3.00%	\$0	\$333,592
6	2023	\$343,599	3.00%	\$0	\$343,599
7	2024	\$353,907	3.00%	\$0	\$353,907
8	2025	\$364,524	3.00%	\$0	\$364,524
9	2026	\$375,460	3.00%	\$0	\$375,460
10	2027	\$386,724	3.00%	\$0	\$386,724
11	2028	\$398,326	3.00%	\$0	\$398,326
12	2029	\$410,276	3.00%	\$0	\$410,276
13	2030	\$422,584	3.00%	\$0	\$422,584
14	2031	\$435,261	3.00%	\$0	\$435,261
15	2032	\$448,319	3.00%	\$0	\$448,319
16	2033	\$461,769	3.00%	\$0	\$461,769
17	2034	\$475,622	3.00%	\$0	\$475,622
18	2035	\$489,890	3.00%	\$0	\$489,890
19	2036	\$504,587	3.00%	\$0	\$504,587
20	2037	\$519,725	3.00%	\$0	\$519,725
21	2038	\$535,317	3.00%	\$0	\$535,317
22	2039	\$551,376	3.00%	\$0	\$551,376
23	2040	\$567,917	3.00%	\$0	\$567,917
24	2041	\$584,955	3.00%	\$0	\$584,955
25	2042	\$602,503	3.00%	\$0	\$602,503
26	2043	\$620,579	3.00%	\$0	\$620,579
27	2044	\$639,196	3.00%	\$0	\$639,196
28	2045	\$658,372	3.00%	\$0	\$658,372
29	2046	\$678,123	3.00%	\$0	\$678,123

Notes:

The term "annual contribution" means the amount to be contributed each year to the reserve fund from the monthly common expenses and excludes other contributions such as loans and special assessments.

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

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

NONE

## Appendix D

Notice of Future Funding of the Reserve Fund

**NOTICE OF FUTURE FUNDING OF THE RESERVE FUND**

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

To: All Owners of Toronto Standard Condominium Corporation No. 2249

The Board has received and reviewed an Updated Reserve Fund Study based on a site inspection (Class 2), dated October 6, 2016, prepared by Pretium Anderson Burlington Inc. and has proposed a plan for the future funding of the reserve fund that the Board has determined will ensure that, in accordance with the regulations made under the *Condominium Act, 1998*, the reserve fund will be adequate for the major repair and replacement of the common elements and assets of the Corporation.

This notice contains:

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

The 2017 average contribution per unit per month to the reserve fund is \$36.15. Based on the proposed funding plan, the average increase per unit per month will be \$1.08 in 2018, \$1.12 in 2019 and \$2.06 in 2020.

The proposed funding plan will be implemented on July 1, 2016.

Dated this 4 day of October, 2016

T.S.C.C. No. 2249

S. Murphy  
.....  
(signature)

Stephen Murphy  
.....  
(print name)

Randy Goldman  
.....  
(signature)

Randy Goldman  
.....  
(print name)

(affix corporate seal or add statement that the persons signing have the authority to bind the Corporation)

## SUMMARY OF RESERVE FUND STUDY

The following is a summary of an Updated Reserve Fund Study based on a site inspection (Class 2), dated October 6, 2016, prepared by Pretium Anderson Burlington Inc. for Toronto Standard Condominium Corporation No. 2249. (known as the “Reserve Fund Study”)

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

The estimated expenditures from the reserve fund study for the next thirty (30) years are set out in the CASH FLOW TABLE. In this summary, the term “annual contribution” means the total amount to be contributed each year to the reserve fund, exclusive of interest earned on the reserve fund. The recommended annual contribution for 2017 is \$160,484, based on the estimated expenditures and the following:

Opening Balance of the Reserve Fund:	\$345,000
Minimum Reserve Fund Balance during the projected period:	\$409,307
Assumed Annual Inflation Rate for Reserve Fund Expenditures:	3.00%
Assumed Annual Interest Rate for interest earned on the Reserve Fund:	2.00%

The Reserve Fund Study can be examined by contacting:

FirstService Residential  
89 Skyway Avenue, Suite 200  
Toronto, Ontario

Attention: Mr. George Todorovic

Notice of Future Funding of the Reserve Fund – (Sheet 4 of 6)

**CASH FLOW TABLE**

**Toronto Standard Condominium Corporation No. 2249**  
**150 Sudbury Street**  
**Toronto, Ontario**

Opening Balance of the Reserve Fund: \$345,000  
 Minimum Reserve Fund Balance (as indicated in this table): \$409,307  
 Assumed Annual Interest Rate for interest earned on the Reserve Fund: 2.00%  
 Assumed Annual Inflation Rate for Reserve Fund Expenditures: 3.00%

YEAR NO.	YEAR ENDING 30-Jun	OPENING BALANCE	RECOMMENDED ANNUAL RESERVE CONTRIBUTION	ESTIMATED INFLATION ADJUSTED EXPENDITURE	ESTIMATED INTEREST EARNED	% INCREASE IN RECOMMENDED ANNUAL RESERVE CONTRIBUTION	REVENUE (Contrib. + Interest)	CLOSING BALANCE
0	2017	\$345,000	\$160,484	\$103,508	\$7,331	0.00%	\$167,815	\$409,307
1	2018	\$409,307	\$165,299	\$0	\$9,696	3.00%	\$174,994	\$584,301
2	2019	\$584,301	\$170,257	\$49,751	\$12,744	3.00%	\$183,001	\$717,551
3	2020	\$717,551	\$175,365	\$1,729	\$15,936	3.00%	\$191,301	\$907,123
4	2021	\$907,123	\$180,626	\$0	\$19,792	3.00%	\$200,418	\$1,107,542
5	2022	\$1,107,542	\$186,045	\$124,841	\$22,602	3.00%	\$208,647	\$1,191,348
6	2023	\$1,191,348	\$191,626	\$85,949	\$24,718	3.00%	\$216,344	\$1,321,742
7	2024	\$1,321,742	\$197,375	\$0	\$28,238	3.00%	\$225,613	\$1,547,355
8	2025	\$1,547,355	\$203,296	\$124,966	\$31,554	3.00%	\$234,851	\$1,657,240
9	2026	\$1,657,240	\$209,395	\$2,064	\$35,037	3.00%	\$244,432	\$1,899,608
10	2027	\$1,899,608	\$215,677	\$296,284	\$36,999	3.00%	\$252,676	\$1,856,001
11	2028	\$1,856,001	\$222,147	\$64,914	\$38,500	3.00%	\$260,647	\$2,051,734
12	2029	\$2,051,734	\$228,812	\$2,256	\$43,102	3.00%	\$271,914	\$2,321,393
13	2030	\$2,321,393	\$235,676	\$0	\$48,580	3.00%	\$284,257	\$2,605,649
14	2031	\$2,605,649	\$242,746	\$42,731	\$53,903	3.00%	\$296,649	\$2,859,568
15	2032	\$2,859,568	\$250,029	\$1,244,324	\$47,032	3.00%	\$297,061	\$1,912,305
16	2033	\$1,912,305	\$257,530	\$112,970	\$39,469	3.00%	\$296,998	\$2,096,334
17	2034	\$2,096,334	\$265,256	\$0	\$44,349	3.00%	\$309,605	\$2,405,939
18	2035	\$2,405,939	\$273,213	\$2,693	\$50,587	3.00%	\$323,801	\$2,727,046
19	2036	\$2,727,046	\$281,410	\$172,783	\$55,383	3.00%	\$336,793	\$2,891,056
20	2037	\$2,891,056	\$289,852	\$2,278,467	\$37,684	3.00%	\$327,536	\$940,125
21	2038	\$940,125	\$298,548	\$352,107	\$18,008	3.00%	\$316,556	\$904,573
22	2039	\$904,573	\$307,504	\$630,072	\$14,599	3.00%	\$322,103	\$596,604
23	2040	\$596,604	\$316,729	\$0	\$14,825	3.00%	\$331,554	\$928,158
24	2041	\$928,158	\$326,231	\$12,864	\$21,414	3.00%	\$347,645	\$1,262,940
25	2042	\$1,262,940	\$336,018	\$490,939	\$23,419	3.00%	\$359,436	\$1,131,438
26	2043	\$1,131,438	\$346,098	\$768,857	\$18,101	3.00%	\$364,200	\$726,781
27	2044	\$726,781	\$356,481	\$254,520	\$15,246	3.00%	\$371,728	\$843,989
28	2045	\$843,989	\$367,176	\$0	\$20,234	3.00%	\$387,409	\$1,231,398
29	2046	\$1,231,398	\$378,191	\$66,573	\$27,417	3.00%	\$405,608	\$1,570,433

Notes:

The term "annual contribution" means the amount to be contributed each year to the reserve fund from the monthly common expenses and excludes other contributions such as loans and special assessments.

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

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

The board of Toronto Standard Condominium Corporation No. 2249 has reviewed an Updated Reserve Fund Study based on a site inspection (Class 2) dated October 6, 2016, prepared by Pretium Anderson Burlington Inc., for the Corporation and has proposed a plan for the future funding of the reserve fund that the board has determined will ensure that, in accordance with the regulations made under the *Condominium Act, 1998*, the reserve fund will be adequate for the major repair and replacement of the common elements and assets of the Corporation.

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

The total annual contribution recommended under the proposed funding plan for the 2017 fiscal year is \$160,484 and for the 2018 fiscal year is \$165,299, which is the same amount as already budgeted.

Notice of Future Funding of the Reserve Fund – (Sheet 6 of 6)

**CONTRIBUTION TABLE**

Toronto Standard Condominium Corporation No. 2249  
 150 Sudbury Street  
 Toronto, Ontario

YEAR NO.	YEAR ENDING 30-Jun	RECOMMENDED ANNUAL RESERVE CONTRIBUTION (A)	% INCREASE IN RECOMMENDED ANNUAL RESERVE CONTRIBUTION	OTHER CONTRIBUTION (loan, special assessment) (B)	TOTAL CONTRIBUTION EACH YEAR TO RESERVE FUND (A+B)
0	2017	\$160,484	0.00%	\$0	\$160,484
1	2018	\$165,299	3.00%	\$0	\$165,299
2	2019	\$170,257	3.00%	\$0	\$170,257
3	2020	\$175,365	3.00%	\$0	\$175,365
4	2021	\$180,626	3.00%	\$0	\$180,626
5	2022	\$186,045	3.00%	\$0	\$186,045
6	2023	\$191,626	3.00%	\$0	\$191,626
7	2024	\$197,375	3.00%	\$0	\$197,375
8	2025	\$203,296	3.00%	\$0	\$203,296
9	2026	\$209,395	3.00%	\$0	\$209,395
10	2027	\$215,677	3.00%	\$0	\$215,677
11	2028	\$222,147	3.00%	\$0	\$222,147
12	2029	\$228,812	3.00%	\$0	\$228,812
13	2030	\$235,676	3.00%	\$0	\$235,676
14	2031	\$242,746	3.00%	\$0	\$242,746
15	2032	\$250,029	3.00%	\$0	\$250,029
16	2033	\$257,530	3.00%	\$0	\$257,530
17	2034	\$265,256	3.00%	\$0	\$265,256
18	2035	\$273,213	3.00%	\$0	\$273,213
19	2036	\$281,410	3.00%	\$0	\$281,410
20	2037	\$289,852	3.00%	\$0	\$289,852
21	2038	\$298,548	3.00%	\$0	\$298,548
22	2039	\$307,504	3.00%	\$0	\$307,504
23	2040	\$316,729	3.00%	\$0	\$316,729
24	2041	\$326,231	3.00%	\$0	\$326,231
25	2042	\$336,018	3.00%	\$0	\$336,018
26	2043	\$346,098	3.00%	\$0	\$346,098
27	2044	\$356,481	3.00%	\$0	\$356,481
28	2045	\$367,176	3.00%	\$0	\$367,176
29	2046	\$378,191	3.00%	\$0	\$378,191

Notes:

The term "annual contribution" means the amount to be contributed each year to the reserve fund from the monthly common expenses and excludes other contributions such as loans and special assessments.

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

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

NONE



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**Mahesh Karam 905-201-3480 or 1-866-586-9334 ext. 25421**

**[mkaram@thebrick.com](mailto:mkaram@thebrick.com)**

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