



STATUS CERTIFICATE Table of Contents

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June 16, 2023

RE: Suite 1002 Unit 2 Level 10, Parking PC-010 Unit 10 Level C, Locker LC-036 Unit 36
Level C, Parking PC-009 Unit 9 Level C of
Toronto Standard Condominium Corporation No. 2410

Dear Sir or Madam:

As requested, we are pleased to provide a status certificate for the above-noted unit along with other documents pertaining to the condominium corporation organized in accordance with the attached table of contents.

To ensure the highest standard of accuracy in the keeping of ownership records we encourage new owners to have their solicitor directly provide the corporation with a copy of page 1 of the Transfer Deed, which will detail all dwelling, parking and locker unit information as applicable. All correspondence to the Corporation is to be delivered by hand or by mail to [Toronto Standard Condominium Corporation No. 2410, c/o Crossbridge Condominium Services Ltd., 30 Old Mill Road, Toronto, ON M8X 0A5](#) or by email to riverhouse@rogers.com.

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

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

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

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

We are including as item 18 of the attached Table of Contents, the Mission, Vision, Guiding Principles and Promise of the *Riverhouse at the Old Mill* to assist new residents in understanding the ethos of the community.

We inform you that maintenance fees on a unit are due on the first day of each month. Maintenance fees may be paid by pre-authorized fund transfer (PAFT). Please complete the enclosed PAFT form (item 19 in the attached Table of Contents) and return to the management office at the above-noted address for service.

If the unit is intended to serve as a rental property then please ensure that the enclosed *Summary of Lease or Renewal* (item 20 in the attached Table of contents) is completed and returned to the management office.

Should you have any questions or concerns please do not hesitate to call me at .

Yours very truly,

Crossbridge Condominium Services Ltd.

A handwritten signature in blue ink, appearing to read "Tetyana Aleksiychuk".

Tetyana Aleksiychuk
Property Manager

Enclosures

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

Toronto Standard Condominium Corporation No. 2410 (known as the "Corporation") certifies that as of the date of this certificate:

General Information Concerning the Corporation

1. Mailing address: TSCC 2410 - Riverhouse
c/o Crossbridge Condominium Services Ltd.
30 Old Mill Road
Toronto, ON M8X 0A5
2. Address for service: same as above
3. Property manager: Crossbridge Condominium Services Ltd.
111 Gordon Baker Road
Suite 700
North York, ON M2H 3R1

On-Site Property Manager: Tetyana Aleksiychuk,

4. The directors and officers of the Corporation are:

<u>Name</u>	<u>Position</u>	<u>Address for Service</u>	<u>Telephone Number</u>
David William Mellor	Director	Same Above	
Hedda Young	Director	Same Above	
Kelly-Ann Baird	Director	Same Above	
Emilio Tacconelli	President	Same Above	
Brian Johnson	VP & Secretary	Same Above	

Common Expenses

5. The owner of Suite 1002 Unit 2 Level 10, Parking PC-010 Unit 10 Level C, Locker LC-036 Unit 36 Level C, Parking PC-009 Unit 9 Level C at 30 Old Mill Road, Toronto, ON M8X 0A5 of Toronto Standard Condominium Corporation No. 2410, registered in the Land Registry Office for the Land Titles Division of Toronto is not in default in the payment of common expenses.

OR

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

[If applicable add:

and a certificate of lien has been registered against

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

6. A payment on account for the unit for Common Expense Contribution charges of \$2304.44 for a total fee of \$2304.44 is due on 01 Jul 2023 for the period 01 Jul 2023 to 31 Jul 2023. This amount includes the amount of any increase since the date of the budget of the Corporation for the current fiscal year as described in paragraph 10.

In addition to the above, if applicable, the unit owner is responsible for the cost of all in-suite hydro, thermal and/or water which is billed directly to the owner. The owner and purchaser are responsible for contacting the provider, **Toronto Hydro at 416- 542-8000** to change ownership details and to

ensure there are no outstanding balances. Beware that billing is always a month behind. Any unpaid utilities are deemed to be in arrears and shall be collectable as common expenses against the unit.

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

Budget

9. The Corporation is presently meeting its obligations as and when they become due and is not presently considering any increase in the common expenses until the next fiscal period. To this extent, the current budget is accurate, however, the Corporation may not accurately determine whether the budget will result in a surplus or a deficit at this time as the Corporation has no control over any unannounced increases in utility rates, labour and material costs and any other similar factors which are beyond normal budgetary controls. A surplus or a deficit is undetermined at this time. (please see paragraph 12 below)
10. Since the date of the budget of the Corporation for the current fiscal year, the common expenses for the unit have not been increased.
11. Since the date of the budget of the Corporation for the current fiscal year, the board has not levied any assessments against the unit to increase the contribution to the reserve fund or the Corporation's operating fund or for any other purpose.
12. The corporation has no knowledge of any circumstances that may result in an increase in the common expenses for the unit(s), except:
 - a) We've learned that our insurance premiums and/or deductibles may increase beyond inflation in the next fiscal year(s). if so, this could result in an increase in common expenses (beyond inflation).
 - b) The Corporation signed the Bulk Agreement with Bell and Rogers for internet and television services. Effective January 1, 2023 each owner is required to reimburse the Corporation the monthly cost of \$89.27 that will be collected together with the common element expenses. This cost will be fixed for 5 years.

Reserve Fund

13. The Corporation's reserve fund amounts to \$ 3,383,791.02 (unaudited) as of [May 31, 2023](#).
14. The most recent Reserve Fund Study conducted by the Board is a [Reserve Fund Study update without site visit](#), dated [May 20, 2021](#) and has been prepared by [Synergy Partners Consulting](#). The next reserve fund study will be conducted before [July 1, 2024](#).
15. N/A
16. The board has sent to the owners a notice dated [June 1, 2021](#) containing a summary of the reserve fund study, a summary of the proposed plan for future funding of the reserve fund and a statement indicating the areas, if any, in which the proposed plan differs from the study. The proposed plan for future funding was implemented [July 1, 2021](#) and the total contribution each year to the reserve fund is being made as set out in the Contribution Table included in the Notice.
17. There are no plans to increase the reserve fund under a plan proposed by the board under subsection 94 (8) of the *Condominium Act, 1998*, for the future funding of the reserve fund, except for

the increased annual contributions to the reserve fund as indicated in the attached Notice of Future Funding of the Reserve Fund.

Legal Proceedings, Claims

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

Agreements with owners relating to changes to the common elements

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

OR

The unit is subject to one or more agreements under clause 98 (1) (b) of the *Condominium Act, 1998* or section 24.6 of Ontario Regulation 48/01 (General) made under the *Condominium Act, 1998* relating to additions, alterations or improvements made to the common elements by the unit owner.

To the best of the Corporation's information, knowledge and belief, the agreements have been complied with by the parties. (if applicable add: except _____ (give particulars)).

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

Leasing of Units

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

OR

The Corporation has received notice under section 83 of the *Condominium Act, 1998*, that 11 unit/s was/were leased during the fiscal year preceding the date of this status certificate.

Substantial changes to the common elements, assets or services

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

Insurance

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

Phased condominium corporations

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

Attachments

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

[if applicable add the following items:

- ~~(e) a copy of all applications made under section 109 of the *Condominium Act, 1998* to amend the declaration or description for which the court has not made an order;~~
- ~~(f) a copy of the schedule that the declarant has delivered to the board setting out what constitutes a standard unit, if there is no by-law of the Corporation establishing what constitutes a standard unit;~~
- ~~(g) a copy of all applications, if any, described in clause 98 (1) (b) of the *Condominium Act, 1998* or section 24.6 of Ontario Regulation 48/01 (General) made under the *Condominium Act, 1998* that bind the unit;~~
- (h) a copy of a notice dated **June 1, 2021** containing a summary of the reserve fund study, a summary of the proposed plan for future funding of the reserve fund and a statement indicating the areas, if any, in which the proposed plan differs from the study;
- ~~(i) a copy of an order appointing an inspector under section 130 of the *Condominium Act, 1998* or an administrator under section 131 of the *Condominium Act, 1998*;~~
- ~~(j) a copy of the disclosure statement that the Corporation has received from the declarant under subsection 147 (5) of the *Condominium Act, 1998* with respect to the phase that contains the unit unless the declarant has completed all phases described in the disclosure statement and the~~

~~declarant does not own any of the units in the phases except for the part of the property designed to control, facilitate or provide telecommunications to, from or within the property;~~

- ~~(k) a copy of an application by the lessor for a termination order under section 173 of the Condominium Act, 1998;~~
~~(l) if the leasehold interests in the units of the Corporation have been renewed and an amendment to the declaration has not yet been registered under subsection 174 (8) of the Condominium Act, 1998, a copy of the provisions that apply upon renewal.]~~

Rights of person requesting certificate

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

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

Crossbridge Condominium Services Ltd.
Agent acting on behalf of:
Toronto Standard Condominium Corporation No. 2410

Tetyana Aleksiychuk *

Date June 16, 2023

Tetyana Aleksiychuk
Authorized Signing Officer
I have the authority to bind the Corporation

Stan Morris *

Date June 17, 2023

Stan Morris
Authorized Signing Officer
I have the authority to bind the Corporation

* Executed pursuant to the Electronic Commerce Act (Ontario)

TSSC 2410 - Riverhouse (ts2410)
2022 BUDGET & PROJECTED REVENUES & EXPENSES AND 2023 BUDGET

2022 **2022** **2023** **% Budget**
Budget **Projected** **Budget** **Change**

REVENUE

OPERATING INCOME					
3001&3005	Common Expense Contribution	1,654,665	1,654,670	1,719,321	3.907
3090-0000	Prior Years Surplus/(Deficit) Applied	7,910	7,910	12,000	51.707
3099-0000	Allocation to Reserve Fund	(607,704)	(607,704)	(637,344)	4.877
TOTAL OPERATING INCOME		1,054,871	1,054,876	1,093,977	3.707

3305-0000	Access Control - Keys etc.	960	685	960	-
3360-0000	Interest Income	900	990	1,200	33.333
3375-0000	Multi-Purpose Room Income	1,350	1,130	1,800	33.333
3438-0000	NSF Fee	50	50	50	-
3440-0000	HST Collected	2,040	1,982	2,400	17.647
3499-0000	Miscellaneous Income	60	42	60	-
TOTAL REVENUE		1,060,231	1,059,755	1,100,447	3.793

EXPENDITURES

UTILITIES					
4010-0000	Gas	66,852	67,182	74,248	11.063
4010-1000	Gas - Recovery	(3,180)	(3,279)	(2,950)	(7.233)
4020-0000	Hydro	99,720	102,211	104,608	4.902
4020-3000	Hydro - Exterior/Garage	4,361	3,964	3,967	(9.043)
4030-0000	Water	52,922	51,061	53,201	0.528
4030-9000	Water - Recovery - Actual Consumption	(39,900)	(40,573)	(39,785)	(0.288)
TOTAL UTILITIES		180,775	180,566	193,289	6.922

CONTRACTS - ON SITE PERSONNEL					
4405-0000	Cleaning	85,596	86,652	89,892	5.019
4410-0000	Concierge	260,400	260,373	268,212	3.000
4445-0000	Superintendents	74,370	75,314	78,120	5.042
TOTAL CONTRACTS - ON SITE PERSONNEL		420,366	422,339	436,224	3.772

CONTRACTS					
5032-0000	Diesel Generator	3,135	3,147	3,535	12.759
5045-0000	Elevators	15,600	15,527	15,900	1.923
5050-0000	Fire Alarm Monitoring	1,608	2,007	1,608	-
5055-0000	Fire Protection	7,495	9,970	10,395	38.692
5060-0000	Garage Cleaning	9,000	8,737	9,000	-
5070-0000	Garbage Removal	6,000	5,926	6,000	-
5075-0000	H.V.A.C. - All Inclusive	20,892	20,673	20,892	-
5080-0000	H.V.A.C. - Fan Coils/Heat Pumps	16,600	13,885	15,710	(5.361)
5095-0000	Landscaping & Snow Removal (combined)	23,112	22,168	26,850	16.173
5105-0000	Management Fees	152,976	152,972	156,036	2.000
5110-0000	Odour Control	1,800	1,778	1,800	-
5120-0000	Pest Control	1,397	1,417	1,397	-
5135-0000	Pool - Indoor	13,200	13,002	13,740	4.091
5155-0000	Window Washing	17,824	18,260	18,260	2.446
5199-0000	Miscellaneous-Contracts	7,040	6,969	7,040	-
TOTAL CONTRACTS		297,679	296,439	308,163	3.522

TSSC 2410 - Riverhouse (ts2410)
2022 BUDGET & PROJECTED REVENUES & EXPENSES AND 2023 BUDGET

	<u>2022 Budget</u>	<u>2022 Projected</u>	<u>2023 Budget</u>	<u>% Budget Change</u>
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<u>AMENITIES & RECREATION EXPENSES</u>					
5201-0000	General Amenities & Recreation Expenses	1,800	3,388	1,800	-
5245-0000	Exercise/Fitness	2,400	4,106	2,400	-
5280-0000	Pool R & M	3,400	2,396	3,400	-
TOTAL AMENITIES & RECREATION EXPENSES		7,600	9,889	7,600	-

<u>BUILDING SAFETY FEATURE EXPENSES</u>					
5301-0000	General Building Safety Feature Expenses	1,500	2,112	2,160	44.000
5302-0000	Security System	3,600	14,855	4,200	16.667
5305-0000	Access Control - Keys etc.	1,200	1,579	1,500	25.000
5320-0000	Emergency Generator R & M	1,100	0	1,200	9.091
5325-0000	Fire Equipment R & M	6,120	10,514	7,200	17.647
TOTAL BUILDING SAFETY FEATURE EXPENSES		13,520	29,059	16,260	20.266

<u>C/A - HOUSEKEEPING & MAINTENANCE</u>					
5401-0000	General CA - H & M - Expenses	3,600	1,340	1,800	(50.000)
5405-0000	Carpets	5,378	5,565	5,740	6.731
5410-0000	Cleaning Supplies	4,800	3,182	3,600	(25.000)
5415-0000	Decorating	1,200	1,401	1,200	-
5427-0000	Garage Doors	2,597	2,781	2,597	-
5435-0000	Hardware & Doors	3,600	2,199	2,400	(33.333)
5437-0000	Maintenance Supplies	2,400	1,631	2,100	(12.500)
5499-0000	CA - H & M - Miscellaneous	1,200	415	1,200	-
TOTAL C/A - HOUSEKEEPING & MAINTENANCE		24,775	18,513	20,637	(16.702)

<u>ELECTRICAL EXPENSES</u>					
5501-0000	General Electrical Expenses	1,200	421	1,200	-
5505-0000	Electrical - Bulbs & Parts	1,200	472	1,200	-
5550-0000	Elevators - Inspections	1,000	0	600	(40.000)
5555-0000	Elevators - Licenses	360	1,446	910	152.778
5560-0000	Elevators - Repairs & Maintenance	500	284	600	20.000
TOTAL ELECTRICAL EXPENSES		4,260	2,624	4,510	5.869

<u>EXTERIOR R & M EXPENSES</u>					
5601-0000	General Exterior R & M Expenses	2,800	3,170	2,800	-
5655-0000	Irrigation	2,025	1,516	2,025	-
5657-0000	Landscaping/Extras	4,000	4,184	4,000	-
TOTAL EXTERIOR R & M EXPENSES		8,825	8,871	8,825	-

<u>MECHANICAL EXPENSES</u>					
5999-0000	Plumbing - Miscellaneous	9,600	6,259	8,400	(12.500)
TOTAL MECHANICAL EXPENSES		9,600	6,259	8,400	(12.500)

<u>SPECIFIC EXPENDITURES</u>					
6005-0000	Specific Expenditures	6,204	7,787	0	(100.000)
TOTAL SPECIFIC EXPENDITURES		6,204	7,787	0	(100.000)

TSCC 2410 - Riverhouse (ts2410)
2022 BUDGET & PROJECTED REVENUES & EXPENSES AND 2023 BUDGET

		<u>2022</u> <u>Budget</u>	<u>2022</u> <u>Projected</u>	<u>2023</u> <u>Budget</u>	<u>% Budget</u> <u>Change</u>
<u>OTHER OPERATING EXPENSES</u>					
6362-0000	Technical Audit	0	2,825	0	-
6399-0000	Miscellaneous	4,000	3,442	4,000	-
TOTAL OTHER OPERATING EXPENSES		4,000	6,267	4,000	-
<u>INSURANCE EXPENSES</u>					
6505-0000	Building Comprehensive	50,448	52,859	55,191	9.402
TOTAL INSURANCE EXPENSES		50,448	52,859	55,191	9.402
<u>GENERAL & ADMINISTRATIVE EXPENSES</u>					
7001-0000	CAO Fee	909	985	1,212	33.333
7010-0000	Audit Fees	4,200	3,955	4,080	(2.857)
7020-0000	Bank Charges	240	247	252	5.000
7050-0000	Legal Fees	12,000	13,402	13,200	10.000
7055-0000	Meeting Costs	4,630	3,935	4,800	3.672
7060-0000	Office Expenses - General	4,800	4,778	4,800	-
7065-0000	Telephone	5,400	5,509	6,504	20.444
7099-0000	Miscellaneous-General & Administration	0	3,475	2,500	-
TOTAL GENERAL & ADMINISTRATIVE EXPENSES		32,179	36,285	37,348	16.063
TOTAL EXPENDITURES		1,060,231	1,077,757	1,100,447	3.793
SURPLUS / (DEFICIT) FROM OPERATIONS		0	(18,003)	0	-

**TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 2410**

**FINANCIAL STATEMENTS
WITH INDEPENDENT AUDITOR'S REPORT
JUNE 30, 2022**

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2410

June 30, 2022

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INDEPENDENT AUDITOR'S REPORT

To the Unit Owners of
Toronto Standard Condominium Corporation No. 2410

Opinion

We have audited the financial statements of Toronto Standard Condominium Corporation No. 2410 (the "Corporation"), which comprise the statement of financial position as at June 30, 2022 and the statements of operations and changes in fund balances of the general fund, reserve fund, and the statement of cash flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the financial statements present fairly, in all material respects, the financial position of Toronto Standard Condominium Corporation No. 2410 as at June 30, 2022, and the results of its operations and its cash flows for the year then ended in accordance with Canadian Accounting Standards for Not-For-Profit Organizations.

Basis for Opinion

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

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

Management is responsible for the preparation and fair presentation of these financial statements in accordance with Canadian Accounting Standards for Not-For-Profit Organizations and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

- Identify and assess the risks of material misstatements of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

(continued)

INDEPENDENT AUDITOR'S REPORT (continued)

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Corporation's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether material uncertainty exists related to events or conditions that may cast significant doubt on the Corporation's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Corporation to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

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

Rapkin Wein LLP

Chartered Professional Accountants, Licensed Public Accountants
Toronto, Ontario
October 17, 2022


Toronto Standard Condominium Corporation No. 2410

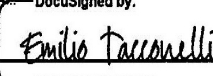
Statement of Financial Position

As at June 30, 2022

	Note	General	Reserve	2022	2021	
ASSETS						
Current						
Cash	\$	93,733	\$	1,540	\$	311,950
Common element fees receivable		-		-		636
Sundry receivables		766		-		462
Interfund balance		(5,763)		5,763		-
Prepaid expenses		57,414		-		32,467
		146,150		7,303		153,453
				153,453		345,515
Investments	[3]	-	2,981,198	2,981,198		2,397,890
TOTAL ASSETS		146,150	2,988,501	3,134,651		2,743,405
LIABILITIES						
Current						
Accounts payable and accrued liabilities		38,956	19,589	58,545		70,069
NET ASSETS		\$ 107,194	\$ 2,968,912	\$ 3,076,106		\$ 2,673,336
<i>Increase (decrease) in Net Assets, in thousands</i>		(17)	420	403		
Net Assets represented by fund:						
General		\$ 107,194	-	\$ 107,194		\$ 124,235
Reserve	[2.a] [4]	-	2,968,912	2,968,912		2,549,101
		\$ 107,194	\$ 2,968,912	\$ 3,076,106		\$ 2,673,336

Approved on Behalf of the Board:

DocuSigned by:

 _____ Director
 A105D15328BA464

DocuSigned by:

 _____ Director
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The accompanying notes are an integral part of these financial statements.

Toronto Standard Condominium Corporation No. 2410
Statement of General Operations and Changes in Fund Balance
For the year ended June 30, 2022

	Budget 2022 [Note: 6]	2022	2021
REVENUE			
Common element fees	\$ 1,654,665	\$ 1,654,673	\$ 1,610,389
Allocation to reserve fund	(607,704)	(607,704)	(578,064)
Interest income	900	1,345	1,110
Miscellaneous income	4,460	3,942	3,691
	1,052,321	1,052,256	1,037,126
EXPENDITURES			
Utilities	180,775	181,999	163,284
Contracts - on site personnel	420,366	422,331	414,000
Contracts	297,679	294,525	282,964
Amenities and recreation	7,600	10,062	7,683
Building safety features	13,520	28,729	5,664
Housekeeping and maintenance	24,775	17,750	16,899
Electrical	4,260	2,290	7,356
Exterior	8,825	7,275	9,610
Mechanical	9,600	8,802	8,640
Specific expenditures	6,204	2,487	6,336
Other operating	4,000	5,667	3,709
Insurance	50,448	53,351	48,043
General and administrative	32,179	34,029	29,205
	1,060,231	1,069,297	1,003,393
Excess (Deficiency) of Revenue over Expenditures	(7,910)	(17,041)	33,733
Balance, Beginning of the Year		124,235	190,502
Transfer to reserve fund		-	(100,000)
Balance, End of the Year		\$ 107,194	\$ 124,235

The accompanying notes are an integral part of these financial statements.

Toronto Standard Condominium Corporation No. 2410
Statement of Reserve Operations and Changes in Fund Balance
For the year ended June 30, 2022

	2022	2021
REVENUE		
Allocation from common element fees	\$ 607,704	\$ 578,064
Interest income	54,658	51,119
	662,362	629,183
EXPENDITURES		
Interior finishes	124,741	31,656
Site, outdoor	47,413	1,593
Elevators	23,694	6,102
Electrical and mechanical systems	15,368	11,696
Heating, ventilation and air conditioning	13,396	48,371
Miscellaneous	7,854	-
Domestic water and plumbing	6,721	33,916
Cladding	2,686	5,130
Fire safety	678	11,289
Reserve fund study	-	5,339
Waste disposal	-	3,259
Structure	-	1,865
	242,551	160,216
Excess of Revenue over Expenditures	419,811	468,967
Balance, Beginning of the Year	2,549,101	1,980,134
Transfer from general fund	-	100,000
Balance, End of the Year	\$ 2,968,912	\$ 2,549,101

The accompanying notes are an integral part of these financial statements.

Toronto Standard Condominium Corporation No. 2410

Statement of Cash Flows

For the year ended June 30, 2022

	2022	2021
Cash provided by (used in) operating activities		
Cash received for all general operations	\$ 1,052,590	\$ 1,039,665
Cash received for all reserve operations	662,361	629,181
Cash paid for all general operations	(1,138,517)	(1,020,211)
Cash paid for all reserve operations	(209,802)	(171,060)
	366,632	477,575
Cash provided by (used in) investing activities		
Reserve fund investments	(583,308)	(718,902)
Net Decrease in Cash	(216,676)	(241,327)
Cash, Beginning of the Year	311,949	553,276
Cash, End of the Year	\$ 95,273	\$ 311,949
Cash consists of:		
Cash, General fund	\$ 93,733	\$ 198,899
Cash, Reserve fund	1,540	113,050
	\$ 95,273	\$ 311,949

The accompanying notes are an integral part of these financial statements.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2410

Notes to the Financial Statements

June 30, 2022

1. Operations

Toronto Standard Condominium Corporation No. 2410 (the "Corporation") was registered in Ontario without share capital on October 1, 2014 under The Condominium Act, 1998.

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 101 units of the complex. 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. Significant Accounting Policies

These financial statements have been prepared in accordance with Canadian accounting standards for not-for-profit organizations and are in accordance with Canadian generally accepted accounting principles, which are applicable to Ontario Condominium Corporations and Shared Facilities. The significant policies are:

a) Fund Accounting

The general fund reports common element fees from owners, budgeted allocations of those fees to other funds and expenses related to the operations and administration of the common elements.

The reserve fund is an externally restricted fund which reports the common element fees allocated to it and expenditures for major repair and replacement of the Corporation's common elements and assets. The basis for determining the reserve fund's requirements is explained in Note 4. All major repairs and replacements of the common elements must be charged directly to the 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 must be charged to repairs and maintenance of the general fund. The Corporation segregates amounts accumulated for the purpose of financing future charges to the reserve fund in bank and investment accounts for use only to finance such charges. Interest earned on these amounts is included in the reserve fund.

b) Common Elements

The real property directly associated with the units of the Corporation (the "common elements") are owned proportionately by the unit owners, and consequently are not reflected as assets in these financial statements.

c) Transfers

Transfers from the general fund to the reserve fund that are not included in the annual budget, or which are in excess of budgeted amounts, are not recorded in the operating section of the general fund, rather they are included in the related fund statement as additions or deductions, as applicable.

d) Financial Instruments

All assets and liabilities, with the exception of prepaid expenses, are financial instruments, and are initially recorded at fair market value and are subsequently recorded at amortized cost.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2410

Notes to the Financial Statements

June 30, 2022

e) Measurement Uncertainty

The preparation of 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. Areas of the financial statements subject to estimates include accounts payable and accrued liabilities and the percentage of completion of the party room renovation. Disclosures relating to commitments and contingent liabilities may also be subject to estimate. In addition, professional judgments are applied in determining the classification of certain expenses between the reserve fund and the general fund and assessing whether the net assets of the Corporation are sufficient for future purposes. Actual results could differ from management's best estimates as additional information becomes available in the future. Material uncertainties with respect to the adequacy of reserve fund net assets are described in Note 4.

f) Revenue Recognition

Common element fees are recognized as revenue on a monthly basis in the statement of general operations based on the budget distributed to owners each year.

Special assessments are recognized as revenue in the appropriate fund when a formal resolution declaring the assessment has been passed by the Board of Directors, and when the special assessment becomes receivable by the Corporation from the owners.

Interest and other revenue are recognized in the appropriate fund when earned.

g) Contributed Services

Directors, committee members and owners volunteer their time to assist in the Corporation's activities. While their 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 these financial statements.

3. Investments

Reserve fund and general fund investments are comprised of "eligible securities" which are defined in the Condominium Act, 1998 (the "Act"), as bonds, debentures, guaranteed investment certificates, deposit receipts or notes, or term deposits which are issued or guaranteed by the Government of Canada or any province in Canada, or are issued by an institution located in Ontario insured by the Canada Deposit Insurance Corporation or the Financial Services Regulatory Authority of Ontario.

General fund investments have the additional feature that they must be convertible to cash within ninety days following a request by the Board of Directors. All investments are purchased with the intent that they will be held to maturity, and therefore are classified as long term, except for any general fund investments, which are classified as current due to their convertibility feature.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2410

Notes to the Financial Statements

June 30, 2022

4. Reserve Fund

The Corporation, as required by the Condominium Act, 1998, has established a reserve fund for financing future major repairs and replacements of the Corporation's common elements and assets.

The Board of Directors has relied on an updated reserve fund study that did not involve a site inspection prepared on May 20, 2021 by Synergy Partners Consulting Limited and such other information as was available to them in evaluating the adequacy of the reserve fund. The Board of Directors has accepted the recommendations of the study. The actual reserve fund contributions including transfers, if any, during 2022 were \$607,704, which is consistent with the reserve fund study. The actual expenditures from the reserve fund were \$242,551 compared to \$288,486 estimated in the study. The closing reserve fund balance was \$2,968,912 compared to \$2,875,351 estimated in the study. Annual reserve allocations in the study increase by 4.9%, then by 4.7%, and then increase by 2.3% each year thereafter.

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

5. Contractual Obligations

The Corporation has entered into contracts with various third parties to provide certain services to manage and maintain the common elements.

6. Budget

The budgeted figures, which are presented for comparison purposes only, are unaudited and are those approved by the Board of Directors in May 2021.

7. Related Party Transactions

No remuneration was paid to the Board of Directors during the year.

The Corporation has a contract with the property management company ("Property Management"). Property Management is paid a monthly management fee and is reimbursed for certain administrative costs relating to the collections of fees from owners, purchasers and others for issuing status certificates. These transactions were in the normal course of operations and were measured at the exchange amount.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2410

Notes to the Financial Statements

June 30, 2022

8. Financial Instruments - Risk Management

Interest rate risk

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

Credit risk

Credit risk is the risk of financial loss should a counter-party in a transaction fail to meet its obligations. The Corporation places its operating and reserve cash and investments with high quality institutions and believes its exposure to this risk is not significant.

Liquidity risk

Liquidity risk is the risk that the Corporation will not be able to meet its obligations as they become due. The Corporation manages this risk by setting common element fees at a level which ensures that the Corporation has sufficient cash available to pay the day to day operating costs, to fund the reserve fund in accordance with the Corporation's funding plan, and to fund all other funds, as required.

There has been no change to the risk profile of the Corporation during the year.

AT 3703938

CERTIFICATE OF RECEIPT.
RÉCÉPISSÉ
TORONTO (66)

OCT 01 2014 13:53

Jeff Hillier
LAND REGISTRAR

DECLARATION

CONDOMINIUM ACT, 1998

TORONTO STANDARD CONDOMINIUM PLAN NO. 2410

NEW PROPERTY IDENTIFIERS BLOCK 76410

RECENTLY : All of Pin 07494 - 0158 (LT)

DECLARANT : THE RIVERHOUSE AT THE OLD MILL LIMITED

SOLICITOR : DAVID KUTNER

FIRM: MINDEN GROSS LLP

Phone : 416-362-3711 **Fax :** 416-864-9223

No. OF UNITS 478

FEES : 478 X \$5 = \$2390 + \$70 = \$2,460

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

THE RIVERHOUSE AT THE OLD MILL LIMITED, a Corporation incorporated under the laws of the Province of Ontario;

(hereinafter called the "Declarant")

CAUTION: That portion of the condominium building shown in hatched outline on Part 1, Sheet 1 of the Description (as defined below) encroaches upon the adjoining lands and is not governed by the *Condominium Act*, 1998.

WHEREAS the Declarant is the owner in fee simple of lands and premises situate in the City of Toronto, in the Province of Ontario, being more particularly described in Schedule "A" annexed hereto, and in the description submitted herewith by the Declarant for registration in accordance with the Act (the "Description" or "description") and which lands are sometimes hereinafter referred to as the "Real Property" or the "lands";

AND WHEREAS the Declarant has constructed a building upon the Real Property containing 101 Residential Units, 100 Commercial Parking Units, 142 Parking Units and 135 Locker Units, all as shown on the Description and more particularly described in this Declaration;

AND WHEREAS the Declarant intends that the Real Property together with those parts of the building thereon which comprise the units and common elements shall be governed by the Act and that the registration of this Declaration and the Description will create a freehold standard condominium corporation.

NOW THEREFORE the Declarant hereby declares as follows:

PART 1 - INTRODUCTION

Section 1. - Definitions

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

- (a) "Applicable Zoning By-laws" means applicable zoning and building by-laws and regulations of the Governmental Authorities as amended or varied from time to time;
- (b) "Board" or "board" shall mean the board of directors of this Condominium from time to time;
- (c) "Building" means the high-rise building containing the Condominium;
- (d) "by-laws" means the by-laws of the Corporation enacted from time to time;
- (e) "common elements" means all the property (as hereinafter defined) except the units;
- (f) "common interest" means the interest in the common elements appurtenant to a unit;
- (g) "Commercial Parking Units" means Units 1 to 40 inclusive, Level A, Units 1 to 56 inclusive, Level B and Units 1 to 4, Level C;
- (h) "Corporation", "this Corporation", "the Condominium" and/or "this Condominium" means the condominium corporation created by the registration of this Declaration and the Description, pursuant to the Act;
- (i) "Governmental Authorities" means the City of Toronto and all other governmental authorities or agencies having jurisdiction over the Real Property;
- (j) "Locker Units" means Units 41 to 44 inclusive, Level A, Units 57 to 59 inclusive, Level B, Units 33 to 45 inclusive, Level C, Units 61 to 88 inclusive, Level D and Units 55 to 141 inclusive, Level E;
- (k) "Limiting Distance Agreement" means the agreement dated May 1, 2013 among the Declarant, SanteK Investments (2000) Inc. and the City of Toronto registered on July 26, 2013 as Instrument No. AT3361494;
- (l) "Neighbouring Restaurant Property" means the lands and premises situate across the street from the Condominium which lands and premises are legally described as Parcel A-3, Section M-385, Part of Block X, Plan M-416, Part of Blocks A and B, Plan M-385, Part of Lot 6, Range 3rd

Concession The Kings Mill Reserve Etobicoke being Part of Old Mill Road closed by By-law 3533 of The Corporation of the Township of Etobicoke and Part of Mossom Road, Plan M-385 designated as Parts 1, 3 and 4, Plan R-1661 (PIN 07498-0075 (LT)), Toronto and municipally known as 21 Old Mill Road, Toronto and are currently operated as a restaurant known as the "Old Mill";

- (m) "Owner" or "owner" means the owner or owners of the freehold estate or estates in a unit and its appurtenant common interest, but does not include a mortgagee unless in possession;
- (n) "Parking Units" means Units 5 to 32 inclusive, Level C , Units 1 to 60 inclusive, Level D and Units 1 to 54 inclusive, Level E;
- (o) "property" means the lands and interest appurtenant to the lands described in the Description (and in Schedule "A" annexed hereto), and includes any lands and interest appurtenant to the lands that are added to the common elements;
- (p) "Residential Units" means Units 1 to 7 inclusive, Level 1, Units 1 to 12 inclusive, Levels 2 to 4, inclusive, Units 1 to 11 inclusive, Levels 5 and 6, Units 1 to 12 inclusive, Level 7, Units 1 to 7 inclusive, Levels 8 and 9 and Units 1 to 5 inclusive, Levels 10 and 11;
- (q) "rules" means the rules passed by the Board and becoming effective in accordance with the provisions of Section 58 of the Act;
- (r) "Section 37 Agreement" means the agreement dated November 29, 2009 between Santek Investments (2000) Inc. and the City of Toronto registered on February 4, 2010 as Instrument No. AT2298451;
- (s) "Section 51(26) Agreement" means the agreement dated December, 2009 between Santek Investments (2000) Inc. and the City of Toronto registered on February 10, 2010 as Instrument No. AT2301717;
- (t) "Site Plan Agreement" means the agreement dated June 26, 2012 between the Declarant and the City of Toronto registered on August 14, 2012 as Instrument No. AT3100035;
- (u) "Subsection 45(9) Agreement" means the agreement dated March 30, 2011 between the Declarant and the City of Toronto registered on June 16, 2011 as Instrument No. AT2722912; and
- (v) "unit" means a part or parts of the lands included in the Description and designated as a unit by the Description, and comprises the space enclosed by its boundaries and all the material parts of the land within such space, in accordance with the Declaration and the Description.

Section 2. - Act Governs the Property

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

Section 3. - Standard Condominium

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

Section 4. - Consent of Encumbrancers

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

Section 5. - Boundaries of Units and Monuments

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

Notwithstanding the boundaries of the Units as set out in Schedule "C" of this Declaration, the following shall apply:

(a) Residential Units

Each Residential Unit shall include all pipes, wires, cables, conduits, ducts, mechanical and electrical apparatus and the branch piping extending to, but not limited to, 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 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, (if applicable), regardless of whether or not same are located outside the unit boundaries described in Schedule 'C'.

Each Residential Unit shall exclude any load bearing wall or column that provides support to another unit or the common elements, exterior door and door 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 elements.

(b) Parking Units, Commercial Parking Units and Locker Units

Each Parking Unit, Commercial Parking Unit and Locker Unit shall exclude all equipment or apparatus, including any fans, pipes, wires, cables, conduits, ducts, flues, shafts fire hoses, floor drains and sump pumps, sprinkler, 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, Commercial Parking Unit or Locker Unit.

Section 6. - Common Interest and Common Expense Allocation

Each owner shall have an undivided interest in the common elements as a tenant in common with all other owners and shall contribute to the common expenses in the proportions set out in Schedule "D" attached hereto. The total of the proportions of the common interests and common expenses shall each be one hundred (100%) percent.

Section 7. - Exclusive Use Common Elements

Subject to the provisions of the Act, this Declaration, the by-laws and the rules passed pursuant thereto, the owners of certain units shall have the exclusive use and enjoyment of those parts of the common elements as set out in Schedule "F" attached hereto which are respectively allocated or appurtenant to said units.

Section 8. - Address for Service, Municipal Address and Mailing Address of the Corporation

(a) Until changed the Corporation's address for service and mailing address shall be:

2811 Dufferin Street
Toronto, Ontario
M6B 3R9

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

(b) The Corporation's municipal address is 30 Old Mill Road, Toronto, Ontario M8X 0A5.

Section 9. - Approval Authority Requirements

There are no conditions imposed by the approval authority to be included in this Declaration.

Section 10. - Architect/Engineer Certificates

The certificate(s) of the Architect and/or Engineer that all buildings have been constructed in accordance with the regulations is/are contained in Schedule "G" attached hereto.

PART 2 - SPECIFICATION OF COMMON EXPENSES

Section 11. - Meaning of Common Expenses

Common expenses means the expenses of the performance of the objects and duties of the Corporation and such other expenses, costs and sums of money designated as common expenses in the Act and this Declaration, and without limiting the generality of the foregoing, shall include those expenses, costs and sums of money set forth in Schedule "E" attached hereto.

Section 12. - Payment of Common Expenses

Each owner, including the Declarant, shall pay to the Corporation his proportionate share of the common expenses, and the assessment and collection of the contributions toward the common expenses may be regulated by the board pursuant to the Act, this Declaration and the by-laws. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any provision in this Declaration or in any by-laws or rules of the Corporation in force from time to time (or a breach of any provision in any agreement authorized by any by-law), committed by any unit owner (and/or by members of his family and/or their respective tenants,

invitees or licensees), including, without limitation, the cost of any increase in insurance premiums, as contemplated in Sections 15 (a) and 21 (a) below, caused by any unit owner (or by those for whose acts such owner is responsible, at law or in equity) shall be borne and paid for by such owner, and may be recovered by the Corporation against such owner in the same manner as common expenses.

Section 13. - Reserve Fund

(a) The Corporation shall establish and maintain one or more reserve funds and shall collect from the owners as part of their contribution towards the common expenses, amounts that are reasonably expected to provide sufficient funds for major repairs and replacement of common elements and assets of the Corporation, all in accordance with the provisions of the Act.

(b) No part of the reserve fund shall be used except for the purposes for which the fund was established. The amount of the reserve fund shall constitute an asset of the Corporation and shall not be distributed to any owner except on termination of the Corporation in accordance with the Act.

Section 14. - Status Certificate

The Corporation shall, upon request, provide a requesting party with a status certificate and accompanying documentation and information in accordance with the Act and the regulations. The Corporation shall forthwith provide to the Declarant without any charge or fee, 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 in connection with a sale or mortgage of a unit(s).

PART 3 - COMMON ELEMENTS

Section 15. - General Use

(a) Save as otherwise provided in this Declaration, each owner may make reasonable use of, and has the right to occupy and enjoy the whole or any part of the common elements, including those exclusive use common element areas, if any, allocated to his unit in Schedule "F" subject to any applicable restrictions set out in the Act, the Declaration, the by-laws and the rules. However, save as hereinafter otherwise provided, no condition shall be permitted to exist, and no activity shall be carried on in any unit or in (or upon) the common elements that is likely to damage the property or impair the structural integrity of any portion of the common elements and/or any unit, or that will unreasonably interfere with the use or enjoyment, by other unit owners, of the common elements and/or the other units, or that results in the cancellation or threatened cancellation of any policy of insurance obtained by or on behalf of the Corporation, or that may increase any applicable insurance premiums with respect thereto. If any unit owner or his residents, tenants or invitees contravene this section, then such unit owner shall pay or fully reimburse the Corporation for all costs incurred to redress or rectify such injury or damage, for all increased insurance costs and for all other costs, expenses and liabilities suffered or incurred by the Corporation as a result thereof.

(b) Save as hereafter otherwise provided, no owner shall make any change or alteration to any installation upon the common elements, or maintain, decorate, alter or repair any part of the common elements, except for maintaining those parts of the common elements which he has a duty to maintain in accordance with the provisions of this Declaration, without obtaining the prior written approval of the Corporation in accordance with the Act. No owner may lay carpeting or allow carpeting to be laid on the balcony and/or terrace area set aside for the exclusive use of such owner.

(c) No owner shall, by any conduct or activity conducted in or on any part of the common elements impede, hinder or obstruct any right, privilege, easement or benefit given to any party, person or other entity pursuant to or by virtue of this Declaration, any by-law, and/or any agreement(s) authorized by any by-law.

(d) The Declarant shall be entitled to erect, maintain, replace and remove signs for marketing/sales purposes upon any part of the common elements, and within or outside any unsold units, pursuant to the Declarant's ongoing marketing program with respect to the Condominium, but the Declarant shall not under any circumstances be charged for the use of the space so occupied, nor for any utility services supplied thereto, nor shall the Corporation (nor anyone else acting on behalf of the Corporation) prevent or interfere with the provision of utility and/or telephone service to the said marketing/sales/construction office(s) of the Declarant.

(e) The Declarant shall be entitled to erect, maintain, replace and remove one or more marketing/sales office(s) and/or pavilion(s) (with model suites) and/or construction office(s) for marketing/sales/construction purposes upon any part of the common elements, and within or outside any unsold units pursuant to the Declarant's ongoing marketing/construction program with respect to the Condominium, at such locations and having such dimensions as the Declarant may determine in its sole and unfettered discretion, until such time as the Declarant has sold and transferred title to all of the units in the Condominium or such fewer number as the Declarant may determine in its sole and unfettered discretion.

(f) Until such time as the Declarant has sold and transferred title to all of the units in the Condominium, or such fewer number as the Declarant may determine in its sole and unfettered discretion, the Declarant and its authorized agents, representatives and/or invitees shall have free and uninterrupted access and egress over the common elements for purposes of implementing the Declarant's marketing program and sales efforts.

Section 16. - Restricted Access

(a) Save as otherwise specifically provided in this Declaration to the contrary, without the consent in writing of the Board, no owner shall have any right of access to those parts of the common elements used from time to time as a management office, utility, service, building maintenance, mechanical, garbage or storage area, Declarant's marketing/sales/construction/customer-service office(s), the rooftop of the Condominium or any other parts of the common elements used for the care, maintenance or operation of the property. This section shall not apply to any first mortgagee holding mortgages on at least twenty-five (25%) percent of the units, if exercising a right of access for purposes of inspection upon giving forty-eight (48) hours notice to the Corporation's building manager.

(b) Only owners of a Residential Unit, their tenants and their invitees shall be entitled to use any part of the common elements that may from time to time be designated for recreational or amenity purposes and only in accordance with the rules.

(c) Commercial Parking Unit owner(s) will have the limited use and access to that part of the common elements required for the purposes of access to and from his Commercial Parking Unit. However, notwithstanding anything hereinbefore or hereinafter provided to the contrary, the owners, of the Commercial Parking Units and their respective authorized agents, representatives, employees, invitees, licensees, and customers shall nevertheless be entitled to full and complete unimpeded pedestrian access and egress over, across and upon, as applicable, all outdoor walkways and ramps within the Condominium which lead to the Commercial Parking Units and the dedicated elevator within the Condominium for access to and from the Commercial Parking Units subject, however, to such reasonable and customary restrictions on access thereto as may be implemented by the security personnel retained by or on behalf of the Corporation including a security control point restricting access from the Commercial Parking Units to the visitor's parking area within the Condominium and the Parking Units.

(d) The owner of the Commercial Parking Units shall be permitted to charge for parking in the Commercial Parking Units and shall be permitted to install and maintain parking meter ticket machines within the Commercial Parking Units and on the common elements adjacent to the Commercial Parking Units. There will be no restriction on the days and hours that the owner of the Commercial Parking Units and its authorized agents, representatives, employees, invitees, licensees, and customers will have access to and from the Commercial Parking Units and the elevator dedicated within the Condominium for access to and from the Commercial Parking Units. The owner of the Commercial Parking Units will also have the right to install signage relating to parking within the Commercial Parking Units and on the common elements adjacent to the Commercial Parking Units including directional signage and signage regarding the availability of parking. In addition to the foregoing, the owner of the Commercial Parking Units shall be entitled to install a control arm at the entrance to the Commercial Parking Units to restrict access to the parking garage when the Commercial Parking Units are all occupied to avoid encumbering traffic patterns, provided that owners of Parking Units will have the ability to open this control arm mechanically with their fob or otherwise and visitors to the Condominium will gain access to the parking garage by communicating with the concierge.

Section 17. - Modification of Common Elements, Assets and Services

(a) No one shall make any change or alteration to the common elements whatsoever, including any installations 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) The Corporation may make an addition, alteration or improvement to the common elements, a change in the assets of the Corporation or a change in a service that the Corporation provides to the owners in accordance with subsections 97(2) and (3) of the Act.

(c) The Corporation shall not 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 that the Corporation provides to the owners unless the owners who own at least 66 2/3 percent of the units in the Corporation vote in favour of approving it in accordance with subsections 97(4), (5) and (6) of the Act.

(d) The Corporation shall not alter those areas for which licences and easements have been granted unless the terms of such licences and easements otherwise permit.

PART 4 – OWNERSHIP OF UNITS

Section 18. - Ownership of Parking Units

(a) Except in the case of the Declarant and the Corporation as may be permitted herein, no Parking Unit shall be owned by anyone other than an owner of a Residential Unit within the Condominium.

(b) Subject to Section 18(f), no owner of a Parking Unit who also owns a Residential Unit shall sell, give, lease, mortgage, convey or otherwise dispose of his Parking Unit unless such sale, gift, lease, mortgage or conveyance also includes his Residential Unit except where the purchaser, donee, tenant, mortgagee or recipient thereof is the Corporation or the owner or the tenant (in respect of a lease) of a Residential Unit.

(c) No owner of a Parking Unit who also owns a Residential Unit within the Condominium shall sell, give, lease, mortgage, convey or otherwise dispose of his Residential Unit, unless such sale, gift, lease, mortgage or conveyance also includes his Parking Unit.

(d) For the purposes of Section 18(c), if the owner of a Parking Unit also owns two or more Residential Units in the Condominium, he has the sole discretion in determining with which of the said units he will sell, give, lease, mortgage, convey or otherwise dispose of his Parking Unit.

(e) For the purposes of Section 18(b) and (f), the term of any lease of a Parking Unit to a tenant of a Residential Unit shall not extend beyond the term of the tenancy of such Residential Unit.

(f) Notwithstanding anything else herein contained, the Declarant shall have the right to lease to any owner or tenant of a Residential Unit those Parking Units not otherwise transferred to the Corporation or to owners of Residential Units.

Section 19. - Ownership of Locker Units

(a) Except in the case of the Declarant and the Corporation as may be permitted herein, no Locker Unit shall be owned by anyone other than an owner of a Residential Unit.

(b) Subject to Section 19(f), no owner of a Locker Unit who also owns a Residential Unit shall sell, give, lease, mortgage, convey or otherwise dispose of his Locker Unit unless such sale, gift, lease, mortgage or conveyance also includes his Residential Unit, except where the purchaser, donee, tenant, mortgagee or recipient thereof is the Corporation or the owner or the tenant (in respect of a lease) of a Residential Unit.

(c) No owner of a Locker Unit who also owns a Residential Unit shall sell, give, lease, mortgage, convey or otherwise dispose of his Residential Unit unless such sale, gift, lease, mortgage or conveyance also includes his Locker Unit.

(d) For the purposes of Section 19(c) if the owner of a Locker Unit also owns two or more Residential Units, he has the sole discretion in determining with which of the said units he will sell, give, lease, mortgage, convey or otherwise dispose of his Locker Unit.

(e) For the purposes of Section 19(b) and (f), the term of any lease of a Locker Unit to a tenant of a Residential Unit shall not extend beyond the term of the tenancy of such Residential Unit.

(f) Notwithstanding anything else herein contained, the Declarant shall have the right to lease to any owner or tenant of a Residential Unit those Locker Units not otherwise transferred to the Corporation or to owners of Residential Units.

Section 20. - Ownership of Commercial Parking Units

(a) Except for the Declarant, the Corporation and the owner of a Residential Unit, no Commercial Parking Unit shall be owned by anyone other than the owner of the Neighbouring Restaurant Property.

(b) If the owner of a Residential Unit becomes the owner of a Commercial Parking Unit, such Commercial Parking Unit shall be deemed to be a Residential Unit for the purpose of Section 18 except that he shall be permitted to reconvey the said Commercial Parking Unit to the owner of the Neighbouring Restaurant Property and Section 16(d) shall not apply to such Commercial Parking Units in such event.

PART 5 - OCCUPATION AND USE OF UNITS

Section 21. - General Use

(a) No unit shall be occupied or used by any owner, or by anyone else, in such 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, of the units and 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 provision of this Declaration, the by-laws, rules and/or any agreement(s) authorized by by-law. In the event that the use of a unit made by an owner (and/or by such owner's residents, tenants, employees, invitees or licensees), or by anyone else for whose actions such owner is responsible at law or in equity, causes injury to any person, or causes damage to any unit or to any part of the common elements, or results in the premium 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 and expenses incurred to redress or rectify any such injury or damage (including, without limitation, all increased insurance premiums, together with any legal fees and disbursements incurred by the Corporation in the collection of any of the aforementioned costs) and for all other costs and expenses incurred by the Corporation as a result thereof, on the express understanding that all such costs and expenses are deemed to be additional contributions towards common expenses and may be recovered by the Corporation against such owner in the same manner as common expenses.

(b) The owner of each unit shall comply, and shall require all residents, tenants, employees, invitees, and/or licensees of his unit to comply with the Act, the Declaration, the by-laws, the rules and any agreement(s) authorized by by-law.

(c) No owner, other than the Declarant, shall make any structural changes to his unit, or make any other alteration or decoration visible from the exterior of his unit without the prior written consent of the board. No owner is permitted to drill into any concrete floors of his unit or into the balcony or terrace over which he has the exclusive use, if applicable. The exterior side of all window coverings within a Residential Unit shall be white or off-white in colour.

(d) With respect to any unit in which services or equipment serving the common elements are located, the owner of such unit shall:

- (i) refrain from obstructing access to the unit by the Corporation or its agents, employees or authorized representatives for the purposes of installing, repairing, replacing or maintaining such services or equipment;
- (ii) at all times maintain the unit at such temperatures as may be required in order to prevent freezing of or any other damage to such services or equipment; and
- (iii) refrain from damaging or in any way tampering with any such services or equipment.

(e) Notwithstanding anything else herein contained, so long as any units remain unsold in the Condominium, the Declarant shall be entitled to erect and maintain signs for marketing/sales purposes upon the common elements and within or outside any unsold unit pursuant to the Declarant's ongoing marketing process at such location and having such dimensions as the Declarant may determine in its sole discretion. The Declarant shall also be permitted to complete the Building and all improvements on the Real Property. The Declarant shall be permitted to maintain units as models for display and sales purposes and construction and sales offices until all units in the Condominium have been sold and conveyed by the Declarant. The Declarant, its sales staff and their respective invitees shall be entitled to use the common elements for access to and egress from said model homes/units and construction and sales offices as the case may be.

Section 22. - Use of Residential Units

(a) Each Residential Unit shall be occupied and used only for residential purposes, for the business of providing transient residential accommodation on a furnished suite basis (through short term or long term licence/lease arrangements), and for any other use permitted in accordance with the provisions of the Applicable Zoning By-laws pertaining to the Real Property, as amended from time to time, provided however that the foregoing shall not prevent or in any way restrict:

- (i) the Declarant from completing the Building, nor shall the foregoing prevent the Declarant, while owning and seeking to sell any of the units in the Condominium (nor any mortgagee who has a registered mortgage or charge against no less than twenty-five percent (25%) of the Residential Units, and who seeks to sell the units so encumbered by said mortgage or charge), from utilizing such units for the purposes of creating and/or maintaining a sales office, construction office or customer-service office, advertising signs and model suites for display purposes, within any of the Residential Units, until such time as all units in the Condominium (or such lesser number as the Declarant may determine in its sole and unfettered discretion) have been sold, conveyed and transferred by the Declarant to each of the respective unit purchasers thereof; and
- (ii) any unit owner or a property manager acting on behalf of any unit owner or group of unit owners, from leasing or renting any Residential Unit(s) from time to time, for any duration, on any number of occasions and whether in a furnished or unfurnished state.

Section 23. - Use of Parking Units and Commercial Parking Units

(a) Each Parking Unit shall be used and occupied only for motor vehicle parking purposes, in strict accordance with the rules of the Corporation in force from time to time, and without limiting any wider definition of the term "motor vehicle" as may be imposed by the Board from time to time, the term "motor vehicle" shall be restricted to a private passenger automobile, minivan or compact van, station wagon, sport utility vehicle, truck not exceeding 1.9 metres in height or motorcycle as customarily understood, and any motorized vehicles of the Declarant utilized during the course of constructing the Condominium (including without limitation any truck, construction or loading vehicle used by any of the Declarant's employees, agents or contractors) and shall exclude any type of commercial vehicle, truck, trailer, recreational vehicle, motor home, boat and/or snowmobile (and such other vehicles as the Board may wish to exclude from the property from time to time). However, none of the foregoing provisions of this section shall be deemed or construed to be a warranty, representation or covenant by the Declarant to any existing or prospective unit owner (or to any other party) that the foregoing enumerated vehicles are of a size which would enable them to operate within the parking areas of the Condominium, and it shall be the responsibility of the unit owner to ensure that their vehicles can be properly operated and/or parked in this Condominium. The owners of Parking Units shall not park more than one motor vehicle (other than a motorcycle otherwise permitted to

be parked in the Parking Unit) within the boundaries of such Parking Unit, unless the Parking Unit is designed to accommodate more than one motor vehicle (other than a motorcycle); provided, however, that in no instance shall any portion of any motor vehicle parked within a Parking Unit protrude beyond the boundaries of the Parking Unit and consequently encroach upon any portion of the common elements or upon any other unit.

(b) The Parking Units are subject to a right of access over, along and upon such units at all times when necessary in favour of the Corporation, its servants, agents and employees for the purposes of ingress to and egress from mechanical, electrical and service areas of the common elements and for garage maintenance and repairs.

(c) The owners of Parking Units shall have a right of access over those parts of the common elements necessary for access to and from such unit.

(d) Each owner shall maintain his Parking Unit in a clean and sightly condition, notwithstanding that the Corporation shall have the right to, and may make provision in its annual budget for maintenance of such units, either in their totality, or in groups of Parking Units.

(e) Certain of the Parking Units may be designated for the handicapped (hereinafter, the "Handicapped Parking Unit") and if so designated, the Handicapped Parking Unit shall be subject to the following:

- (i) In the event that a "disabled driver", as defined in the regulations promulgated pursuant to the *Highway Traffic Act* R.S.O. 1990 c.H.8, as amended from time to time, including a driver whose licence plate incorporates the international symbol for the disabled, purchases or leases a Residential Unit and a Parking Unit which is not designated for the handicapped, the owner or any person occupying the Handicapped Parking Unit shall (if not handicapped), upon notice from the Corporation and at the request of the disabled driver, exchange the right to occupy the Handicapped Parking Unit with the disabled driver for the Parking Unit which was purchased or leased by the disabled driver, said exchange of the right to occupy said space to continue for the full period of the disabled driver's residence in the building.
- (ii) When a disabled driver requests an exchange of occupancy rights for the Handicapped Parking Unit, the Corporation shall forthwith notify the owner of and any person occupying the Handicapped Parking Unit and the owner and/or occupant shall complete the exchange of use immediately upon delivery of the notice provided said owner or occupant is not handicapped.
- (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.

(f) For the purposes of this Section 23, a Commercial Parking Unit shall be deemed to be a Parking Unit.

Section 24. - Use of Locker Units

(a) Each Locker Unit shall be used for the storage of non-combustible and non-noxious goods.

(b) Each Locker Unit shall be maintained in a clean and sightly condition, notwithstanding that the Corporation shall have the right to, and may make provision in its annual budget for maintenance of the said Locker Units.

(c) The board may, from time to time, restrict the categories of items that may be stored in Locker Units, and which (in the opinion of the board, acting reasonably) may cause a nuisance or danger to the unit owners, the units and/or the common elements.

(d) Subject to the foregoing, the Declarant shall not be prevented from storing any items within (or using) any Locker Unit(s) owned by it, in any manner and/or for any purposes not expressly prohibited by the Applicable Zoning By-laws.

PART 6 - LEASING OF UNITS

Section 25. - Notification of Lease

(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 the form prescribed by the Regulations to the Act; and
- (iii) provide the lessee with a copy of the Declaration, by-laws and rules of the Corporation.

(b) If a lease of a unit is terminated and not renewed, the owner of the unit shall notify the Corporation in writing.

(c) In addition, no owner shall lease his unit unless he delivers to the Corporation a covenant or agreement signed by the tenant in favour of the Corporation, to the following effect:

"I acknowledge and agree that I, and my servants, agents, tenants, family, invitees and licensees from time to time, will, in using the unit rented by me and the common elements, comply with the Condominium Act, the Declaration, the by-laws of the Condominium Corporation, all rules and regulations of the Condominium Corporation and any agreement(s) authorized by the by-laws of the Condominium Corporation, during the entire term of my tenancy, and will be subject to the same duties imposed by the above as if I were a unit owner, except for the payment of common expenses unless otherwise provided by the Condominium Act."

Section 26. - Tenant's Liability

No tenant shall be liable for the payment of common expenses unless notified in writing by the Corporation that the owner is in default of payment of common expenses, and requiring said tenant to pay to it an amount equal to the defaulted payment, in which case the tenant shall deduct from the rent otherwise payable to the owner, an amount equal to the defaulted payment, and shall pay same to the Corporation.

Section 27. - Owner's Liability

Any owner leasing his unit shall not be relieved thereby from any of his obligations with respect to the unit, which obligations shall be joint and several with his tenant.

PART 7 - MAINTENANCE AND REPAIRS

Section 28. - Maintenance and Repairs to Units

(a) Each owner shall maintain and repair, at his own expense, his unit and any part of the common elements of which he has exclusive use (including, without limitation, all ducts and services within the unit, but excluding the fan coil unit which shall be maintained and repaired by the Corporation as contemplated in Section 29 below.

(b) Each owner shall be responsible for all damages to any and all other units and the common elements which are caused by the failure of such owner to so maintain and repair his unit and any common elements of which he has exclusive use in accordance with the provisions of this Declaration, save and except for any such damages for which the cost of repairing same may be recovered under any policy of insurance held by the Corporation.

(c) The Corporation shall make any repairs that an owner is obligated to make and that he does not make within a reasonable time after written notice is given to such owner by the Corporation. In such event, an owner shall be deemed to have consented to having repairs done to his unit by the Corporation. The owner shall reimburse the Corporation in full for the cost of such repairs, including any legal or collection costs incurred by the Corporation in order to collect the costs of such repairs, and all such costs shall bear interest at the rate of twenty-four (24%) percent per annum, calculated monthly, until paid by the owner. The Corporation may collect such costs in such instalments as the board may decide upon, which instalments shall be added to the monthly contributions toward the common expenses of such owner, after receipt of written notice from the Corporation thereof, and shall be treated in all respects as common expenses, and recoverable as such.

(d) In addition to the requirements of Section 123 of the Act, which are imposed upon the Corporation when the building has been damaged, the Corporation shall deliver, by registered mail to all mortgagees who have notified the Corporation of their interest in any unit (and who have the authority within their respective mortgages to exercise the right of the owner to vote), notice that substantial damage has occurred along with notice of the meeting to be held to determine whether or not to repair such damage.

Section 29. - Maintenance and Repairs to Common Elements

(a) The Corporation shall maintain and repair after damage the common elements, other than any improvements to (and/or any facilities, services and/or amenities placed or installed by any unit owner upon) any common element areas set aside for the exclusive use of any owner. This duty to maintain and repair shall extend to all doors which provide access to the units, all windows (except the cleaning of the interior surface of all windows in a unit and the exterior surface of such windows which are accessible from such unit or from the common elements over which such unit has the exclusive use, which shall be the responsibility of such unit owner), but shall not extend to exclusive use portions of the common elements except as provided for in Sections 28 and 29 (a).

(b) The Corporation shall further maintain, repair and replace the heating, air-conditioning and ventilation equipment, if any, including thermostatic controls, fan coil units and air filters in the Residential Units notwithstanding that such equipment has been installed for the sole benefit of such Residential Unit such maintenance to include regularly scheduled inspections of all such equipment, the timing and frequency of such inspections to be determined by and under the direction of the board. Each owner shall be liable for any damage due

to the malfunction of any equipment which services his unit and is contained within his unit, and which is caused by his failure to carry out the periodic cleaning, repair and replacement of same or otherwise by the act or omission of an owner, his servants, agents, tenants, family, invitees or licensees. No owner shall make any change, alteration or addition in or to such equipment without the prior consent of the board. The decision to replace any component associated with any such heating, air-conditioning and ventilation equipment, if any, shall be at the sole discretion of the board or its agent.

(c) Each owner shall be responsible for the cleaning and sweeping of any balcony and/or terrace area set aside for the exclusive use of such owner. No owner may alter or repair said balcony and/or terrace area (or any portion of the exterior window glazing) nor alter or change the colour, texture and/or materials constituting same without the prior written consent of the Corporation. Upon the Corporation's request, each owner shall provide access to the balcony and/or terrace area set aside for the exclusive use of such owner, to the Corporation's authorized representatives, servants, agents or contractors for the purposes of facilitating and/or expediting any requisite maintenance or repair made to same. Notwithstanding anything else herein contained, the Corporation shall be responsible for maintaining and repairing the balcony and/or terrace areas.

(d) Every owner from time to time shall forthwith reimburse the Corporation for repairs to and replacement of windows and doors serving his unit and any services or equipment serving the common elements that are situated within or are affixed to his unit, caused by his negligence or the negligence of his family, tenants, servants, agents, invitees, or licensees of his unit.

PART 8 - INDEMNIFICATION

Section 30. - Indemnification

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 section shall be deemed to be additional contributions toward common expenses payable by such owner and shall be recoverable as such.

PART 9 - INSURANCE

Section 31. - Insurance Maintained by the Corporation

(a) Fire and Extended Risks

The Corporation shall obtain and maintain insurance against damages by fire and major perils as defined in the Act, and insurance against such other perils or events as the board may from time to time deem advisable, in respect of its obligation to repair and in respect of the unit owners' interests in the units and common elements, and in respect of the unit owners' obligation to repair any damage to:

- (i) the common elements;
- (ii) personal property owned by the Corporation, excluding furnishings, furniture and other personal property supplied or installed by the owners; and
- (iii) the units, except for any improvements or betterments made or acquired by the unit owners;

in an amount equal to the full replacement cost of such real and personal property, and of such units and common elements, without deduction for depreciation. This insurance may be subject to a loss deductible clause.

(b) Public Liability and Boiler Insurance

The Corporation shall obtain and maintain public liability and property damage insurance, for a minimum amount of One Million (\$1,000,000.00) Dollars or such higher limits that may be determined by the board, insuring the Corporation against its liability resulting from breach of duty as occupier of the common elements, or arising from the ownership, use or operation, by or on its behalf, of boilers, machinery, pressure vessels and motor vehicles.

(c) General Provision re Policies of Insurance

Such policy or policies of insurance will insure the interest of the Corporation and the owners from time to time, as their respective interests may appear, with mortgagee endorsements which shall be subject to the provisions of the Act, this Declaration and the Insurance Trust Agreement (if applicable), and shall contain the following provisions:

- (i) all proceeds arising from any loss shall be payable to the Insurance Trustee (as defined below), save and except that when the amount receivable from the insurer for any loss

arising out of any one occurrence does not exceed fifteen (15%) percent of the replacement cost of the property covered by the policy then the proceeds of such loss shall be payable to the Corporation and not to the Insurance Trustee;

- (ii) waivers of subrogation against the Corporation, its directors, officers, manager, agents, employees and servants, and against the owners, and their respective servants, agents, tenants, family, invitees, or licensees, except for damage arising out of arson or fraud caused by any one of the above;
- (iii) such policy or policies of insurance shall not be cancelled or substantially modified without at least sixty (60) days written notice sent by registered mail to all parties whose interests appear thereon, and to the Insurance Trustee and to any first mortgagee who has a mortgage or charge registered against twenty-five (25%) percent or more of the Residential Units in the Condominium;
- (iv) waivers of any defence based on co-insurance or of invalidity arising from any act or omission, or breach of a statutory condition, by any insured;
- (v) provision that the same shall be primary insurance in respect of any other insurance carried by the unit owner(s); and
- (vi) waivers of the insurer's obligation or requirement 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.

Section 32. - General Provisions Regarding the Condominium Insurance

(a) Prior to obtaining any policy or policies of insurance under this part, or any renewal or renewals thereof, or at such other times as the board may deem advisable, the board shall obtain an appraisal from an independent qualified appraiser, of the full replacement cost of the common elements and assets of the Corporation, for the purpose of determining the amount of insurance to be effected pursuant thereto, and the cost of such appraisal shall be a common expense; provided that no appraisal shall be necessary with respect to the initial policy or policies placed by the Declarant.

(b) The Corporation, its board, and its officers shall have the exclusive right, on behalf of itself and as agents for the owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation, and to give such releases as are required, and any claimant, including the owner of a damaged unit, shall be bound by such adjustment. Provided however that the board may, in writing, authorize an owner to adjust any loss to his unit.

(c) Every mortgagee shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage. This paragraph (c) shall be read without prejudice to the right of any mortgagee to exercise the right of an owner to vote or to consent to matters at meetings of owners, if the mortgage itself contains such a provision, or the right of any mortgagee to receive the proceeds of any insurance policy if the property is not repaired or replaced.

(d) A certificate or memorandum of all insurance policies and endorsements thereto maintained by the Corporation shall be issued as soon as possible to each owner, and the duplicate original or certified copy of all such policies shall be delivered to each mortgagee who has notified the Corporation of his interest in any unit. Renewal certificates or certificates of new insurance policies shall be furnished to each owner, and renewal certificates or certified copies of new insurance policies shall be furnished to each mortgagee no later than ten days before the expiry of any current insurance policy. The master policy for any insurance coverage shall be kept by the Corporation in its offices, available for inspection by an owner or mortgagee on reasonable notice to the Corporation.

(e) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation, or to direct that loss shall be payable in any manner other than as provided in the Declaration.

Section 33. - Indemnity Insurance

The Corporation shall obtain and maintain insurance for the benefit of directors and officers of the Corporation in order to indemnify them against any liability, cost, charge or expense ("Liabilities") incurred by them in the execution of their duties, provided that such insurance shall not indemnify them against Liabilities incurred by them as a result of a contravention of Section 37 (1) of the Act.

Section 34. - Insurance Maintained by the Individual Unit Owners

It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the Corporation and that the following insurance, or any other insurance, if deemed necessary or desirable by any owner, may be obtained and maintained by such owner at his sole cost or expense:

(a) Insurance on any additions or improvements made by the owner to his unit and for furnishings, fixtures, equipment, decorating and personal property and chattels of the owner contained within his unit, and his personal property and chattels stored elsewhere on the property, including his motor vehicle(s), and for loss of use and occupancy of his unit in the event of damage. Such policy or policies of insurance shall contain waivers of subrogation against the Corporation, its directors, officers, manager, agents, employees, and servants, and against the other owners and their servants, agents, tenants, family, invitees or licensees, except for any damage arising from vehicle impact, arson and fraud caused or contributed by any of the above;

(b) Public liability insurance covering any liability of owners and their servants, agents, tenants, family, invitees or licensees, to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation.

(c) Insurance covering additional living expenses incurred by an owner, if forced to leave his Residential Unit by one of the hazards protected against under the owner's personal policy.

(d) Insurance covering special assessments levied against an owner's unit by the Corporation and contingent insurance coverage in the event that the Corporation's insurance is inadequate.

Section 35. - Indemnification by Owners

Each owner shall indemnify and save the Corporation harmless from any loss, costs, damage, injury or liability which the Corporation may suffer or incur resulting from or caused by any act or omission of such owner, or his servants, agents, tenants, family, invitees or licensees to the common elements or to any unit, except for any loss, costs, damage, injury or liability insured against by the Corporation. All payments to be made pursuant to this section are deemed to be additional contributions toward the common expenses payable by such owner and recoverable as such.

Section 36. - Insurance Trust Agreement

(a) The Corporation may enter into an Insurance Trust Agreement with a trust company, registered under The Loan and Trust Corporations Act, or a chartered bank or other firm qualified to act as an insurance trustee (the "Insurance Trustee"). If applicable, such agreement shall provide that the Insurance Trustee shall hold all insurance proceeds in trust and disburse the proceeds in satisfaction of the Corporation's and owners' respective obligations to repair in accordance with the provisions of the Act and this Declaration. Notwithstanding the foregoing, where insurance proceeds payable on any one loss, are less than fifteen (15%) percent of the replacement cost of the property covered by such policy, such proceeds shall be paid directly to the Corporation and held in trust and disbursed by it as if it were acting as the Insurance Trustee.

(b) The Insurance Trust Agreement if entered into by the Corporation at a time when the Declarant owns a majority of the units, shall terminate within twelve (12) months from the date of registration of the declaration unless ratified within such twelve (12) month period by the board of directors elected at a time when the Declarant ceases to be the registered owner of a majority of the units. If the aforementioned Insurance Trust Agreement is not so ratified, then such new board may enter into a new Insurance Trust Agreement. If ratified as aforesaid, this Insurance Trust Agreement shall continue automatically on an annual basis until such time as the Corporation delivers written notice to the Insurance Trustee of its desire to terminate the agreement. The time periods set forth in this subsection are expressly subject to the provisions of the Act and, in particular, Section 114 thereof.

PART 10- EASEMENTS

Section 37. - Easements

By virtue of the easements created in favour of the Condominium as set out in Schedule "A" annexed hereto, if any, the owners, together with their respective tenants, residents and/or invitees, shall together with all others entitled thereto have the use and enjoyment of those easements which benefit the Condominium.

PART 11 - DUTIES OF THE CORPORATION

Section 38. - Duties of the Corporation

In addition to any other duties or obligations of the Corporation set out elsewhere in this Declaration, and/or specified in the by-laws of the Corporation, the Corporation shall have the following duties (which are not intended to be exhaustive), namely:

(a) 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 of the requirements set forth in the Act, and all of the terms and provisions set forth in this declaration, the by-laws, the rules and any agreements authorized by the Act or any by-law;

(b) To ensure that no actions or steps are taken by or on behalf of the Corporation, or by any unit owner, or their respective tenants or invitees which would prohibit, restrict, limit, hinder or interfere with the

Declarant's ability to utilize portions of the common elements of the Condominium for its marketing/sale/construction programs as more particularly set out in the foregoing provisions of this Declaration;

(c) To ensure that no actions or steps are taken by or on behalf of the Corporation, or by any unit owner, which would prohibit, limit or restrict the access to, egress from and/or use any easement enjoyed by adjoining land owners, and/or their respective residents, tenants and invitees, if applicable;

(d) To enter into, and comply with, the terms and provisions of any agreement(s) requested by the Declarant to be entered into by the Corporation, with such agreement(s) pertaining to (and generally confirming, but not confined to) those matters and details more particularly set out in this Declaration.

(e) 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 or otherwise), including without limitation, the following outstanding agreements (and any successor or supplementary agreements with respect thereto) which are (or will be) registered against the units and/or common elements (hereinafter collectively referred to as the "Outstanding Municipal Agreements"), namely:

- (i) the Section 37 Agreement;
- (ii) the Section 51(26) Agreement;
- (iii) the Subsection 45(9) Agreement;
- (iv) the Site Plan Agreement; and
- (v) the Limiting Distance Agreement.

(f) To enter into an agreement with the Declarant immediately after the registration of this Declaration (hereinafter referred to as the "License Agreement"), if so required by the Governmental Authorities, pursuant to which the Corporation shall formally grant the Declarant a license to enter upon the common elements for the purposes of complying with all of the terms and provisions of the Outstanding Municipal Agreements, which license shall automatically expire upon the completion and fulfilment of all obligations of the Declarant thereunder (but in no case later than 21 years following the registration of this Declaration, in order to obviate any contravention of the subdivision-control and part-lot control provisions of the Planning Act, R.S.O. 1990, as amended) and which license shall be duly authorized by a by-law;

(g) 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 Section 85(1) of the Act, against each unit in respect of which the owner has defaulted in the payment of common expenses;

(h) To maintain and keep in good repair the Declarant's logo or hallmark of distinction (or that of any other company associated, affiliated or related to the Declarant) which has been permanently installed or affixed by the Declarant within the common elements of the Corporation, and to ensure that no actions or steps are taken by the Corporation (or by any unit owner) to remove, relocate, tarnish, deface, damage or alter (in any way or manner) the aforementioned logo or hallmark;

(i) To grant, immediately after the registration of this Declaration, if required, an easement in perpetuity in favour of utility suppliers or cable television operators over, under, upon, across and through the common elements, for the purposes of facilitating the construction, installation, operation, maintenance and/or repair of utility or cable television lines or equipment (and all necessary appurtenances thereto) in order to facilitate the supply of utilities and cable television service to each of the units in the Condominium, and if so requested by the grantees of such easements, to enter into (and abide by the terms and provision of) an agreement with the utility and/or cable television supplier pertaining to the provision of their services to the Condominium and for such purposes shall enact such by-laws as may be required to sanction the foregoing; and

(j) To take all actions reasonably necessary as may be required to fulfil any of the Corporation's duties and obligations pursuant to this Declaration.

PART 12 - GENERAL MATTERS

Section 39. - Rights of Entry to the Unit

(a) The Corporation or any insurer of the Real 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 Real 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, including terraces and balconies, at such reasonable times for

the purposes of maintaining the roof drains located on the floor of such terraces and balconies, if any, servicing of the roof and window cleaning including for the purposes of the setting up of a window-cleaning swing stage as applicable, owners shall not obstruct nor impede access to such roof drains and 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 Real 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 to each unit. No owner shall change any lock or place any additional locks on the doors to any unit or in the unit or to any part of the common elements of which such owner has the exclusive use.

(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.

Section 40. - Invalidity

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

Section 41. - 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.

Section 42. - Notice

(a) Except as provided in the Act or as hereinbefore set forth, any notice, direction or other instrument required to be given shall be given as follows:

- (i) To an owner, by giving same to him, or to any director or officer of the owner, either personally or by ordinary mail postage prepaid, addressed to him at the address for service given by such owner for the Corporation's record, or if no such address has been given to the Corporation, then to such owner at his respective unit.
- (ii) To a mortgagee who has notified the Corporation of his interest in any unit, by giving same to such mortgagee or to any director or officer of such mortgagee either personally or by ordinary mail, postage prepaid, addressed to such mortgagee at the address for service given by such mortgagee to the Corporation.
- (iii) To the Corporation, by giving same to any director or officer of the Corporation, either personally or by ordinary mail, postage prepaid, addressed to the Corporation at its address for service.
- (iv) To the Declarant, by giving same to any director or officer of the Declarant, either personally, by bonded courier, or by telefax, addressed to the Declarant at its address for service from time to time.

(b) If such notice is mailed as aforesaid, the same shall be deemed to have been received and to be effective on the third business day following the day on which it was mailed.

(c) In the event of a postal strike or other interruption of mail service, all notices shall be delivered personally, by bonded courier or by telefax to the intended party or parties.

⁴³
Section 7. - Visitors' Parking

- (a) Each parking space shown on the Description as visitors' parking and which is designated by the letter V thereon, and which forms part of the common elements, shall be used only by the visitors and guests of the owners and occupants of the Residential Units for the purposes of motor vehicle parking, and each such space shall be individually so designated by means of clearly visible signs, and such spaces shall not be assigned, leased or sold to any unit owner or otherwise.
- (b) Notwithstanding any provision in this Declaration or in any By-Laws or Rules hereinafter enacted to the contrary, the Declarant, its sales staff, its authorized personnel or agents and any prospective purchasers shall together have the right to use a block of ten (10) visitors' parking spaces located within the visitors' parking (such block to be designated by the Declarant in its sole, unfettered discretion), which right shall cease forthwith upon the sale and transfer of all Residential Units owned by the Declarant in this Condominium.

⁴⁴
Section 8. - Architectural and Structural Plans

A copy of the complete set of "as-built" architectural and structural plans and specifications for the buildings and structures situate on the Real Property, including copies of all plans and specifications for any additions, alterations or improvements from time to time and to the common elements, or to any units which require the prior written consent of the Board, shall be maintained in the office of the Corporation at all times, or at such other place as the Board shall from time to time determine by resolution, for the use of the Corporation in rebuilding or repairing any damage to said buildings and structures, and for the use of any owner or mortgagee of a unit in rebuilding or repairing any damage to any unit or common element area.

⁴⁵
Section 9. - Units Subject to Declaration, By-Laws and Rules and Regulations

All present and future owners and their servants, agents tenants, families, invitees and licensees shall be subject to and shall comply with the rules and regulations of the Corporation. The acceptance of a deed or transfer, or the entering into of a lease, or the entering into occupancy of any unit shall constitute an agreement that the provisions of this Declaration, the By-laws and any other rules and regulations as they may be amended from time to time, are accepted and ratified by such owner, tenant or resident and all of such provisions shall be deemed and taken to be covenants running with the unit and shall bind any person having, at any time, any interest or estate in such unit as though such provisions were recited and stipulated in full in each and every such deed or transfer or lease or occupancy agreement.

⁴⁶
Section 10. - Interpretation of Declaration

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

⁴⁷
Section 11. - 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.

⁴⁸
Section 12. - Statutory References

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

IN WITNESS WHEREOF the Declarant has hereunto affixed its corporate seal under the hands of its proper officers duly authorized in that behalf this 18th day of September, 2014.

THE RIVERHOUSE AT THE OLD MILL LIMITED

Per: _____

Mark Mandelbaum, President

Per: _____

Barry Fenton, Vice-President

We have authority to bind the Corporation.

SCHEDULE "A"

In the City of Toronto, formerly the City of Etobicoke and Province of Ontario, being composed of Part of Lots 21 and 22, and Block C, Registered Plan M385, and Part of Lot 1, Registered Plan M416, designated as PARTS 5, 6, 7 and 8, PLAN 66R-24636 hereinafter referred to as the "Condominium Lands".

SUBJECT TO an easement in favour of the Owner(s), their successors and assigns of Part of Lot 1, Registered Plan M416 and Part of Lots 21 and 22 and Block C, Registered Plan M385, designated as Parts 1, 2, 3 and 4, Plan 66R-24636, over Part of Lot 1, Registered Plan M416, designated as PART 6, PLAN 66R-24636, for the purposes of pedestrian ingress and egress as set out in Instrument AT2404023.

SUBJECT TO an easement in favour of Rogers Communications Inc. over the Condominium Lands, for the purposes as set out in Instrument AT3253301.

SUBJECT TO an easement in favour of the Owner(s), their successors and assigns of Part of Block X, Registered Plan M416, Part of Blocks A and B, Registered Plan M385 and Part of Lot 6, Range 3rd Concession, The Kings Mill Reserve Etobicoke, being Part of Old Mill Road closed by By-Law 3533 of The Corporation of The Town of Etobicoke and Part of Mossom Road, Plan M385, all designated as Parts 1, 3 and 4, Plan R1661, over Part of Block C, Registered Plan M385, designated as PARTS 1 and 2, PLAN 66R-26892, for the purposes as set out in Instrument AT3474040.

TOGETHER WITH an easement over Part of Lots 21 and 22 and Part of Block C, Registered Plan M385 and Part of Lot 1, Registered Plan M416, designated as PARTS 1, 2 and 3, PLAN 66R-24636, for the purposes as set out in Instrument AT2702058.

TOGETHER WITH an easement over Part of Block C, Registered Plan M385 and Part of Lot 1, Registered Plan M416, designated as PARTS 1, 2 and 3, PLAN 66R-25903 for the purposes as set out in Instrument AT3170413.

TOGETHER WITH an easement over Part of Block C, Registered Plan M385, designated as PART 5, PLAN 66R-25903, for the purposes as set out in Instrument AT3626469.

TOGETHER WITH an easement over Part of Lot 22 and Part of Block C, Registered Plan M385, designated as PARTS 1, 2, 3, 4 and 5, PLAN 66R-27435, for the purposes of emergency stairwells and pedestrian access and egress in the event of emergency, as set out in Instrument AT3626470.

All of P.I.N. 07494 – 0158 (LT).

In our opinion, based on the parcel register and the plans and documents recorded in it, the legal description is correct, the easements and rights-of-way described exist or will exist in law upon registration of the declaration and description and the declarant is the registered owner of the Property and appurtenant easements and rights-of-way.

MINDEN GROSS LLP
duly authorized representatives for
THE RIVERHOUSE AT THE OLD MILL LIMITED

August 15, 2014

Dated

Per



David Kutner

SCHEDULE "B"
TO THE DECLARATION OF
THE RIVERHOUSE AT THE OLD MILL LIMITED
CONSENT
(under clause 7(2)(b) of the Condominium Act, 1998)

1. THE BANK OF NOVA SCOTIA has a registered mortgage within the meaning of clause 7(2) (b) of the *Condominium Act, 1998*, registered as Number AT2763656 in the Land Registry Office for the Land Titles Division of Toronto (No. 66).
2. THE BANK OF NOVA SCOTIA consents to the registration of this Declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the Description.
3. THE BANK OF NOVA SCOTIA postpones the mortgage and the interests under it to the Declaration and the easements described in Schedule A to the Declaration.
4. THE BANK OF NOVA SCOTIA is entitled by law to grant this Consent and Postponement.

DATED at Toronto this 4th day of Sept., 2014.

THE BANK OF NOVA SCOTIA

5810/14
5810/14
5810/14

Per: S. Luna
Name: _____
Title: **Stella Luna**
Assistant General Manager
Per: Real Estate Credit
Name: _____
Title: _____

I/We have authority to bind the Corporation.

SCHEDULE "B"
TO THE DECLARATION OF
THE RIVERHOUSE AT THE OLD MILL LIMITED
CONSENT
(under clause 7(2)(b) of the Condominium Act, 1998)

WHEREAS by Letters Patent to Amend dated April 23, 2012 and effective May 1, 2012, issued under subsection 225(1) of the Insurance Companies Act, Travelers Guarantee Company of Canada changed its name to Travelers Insurance Company of Canada which Letters Patent to Amend was registered in the Land Registry Office for the Land Titles Division of Toronto (No. 66) on May 2, 2012 as Instrument No. AT3006474, being an Application to Change Name-Instrument.

1. TRAVELERS INSURANCE COMPANY OF CANADA has a registered mortgage within the meaning of clause 7(2) (b) of the *Condominium Act, 1998*, registered as Number AT2548176 in the Land Registry Office for the Land Titles Division of Toronto (No. 66).
2. TRAVELERS INSURANCE COMPANY OF CANADA consents to the registration of this Declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the Description.
3. TRAVELERS INSURANCE COMPANY OF CANADA postpones the mortgage and the interests under it to the Declaration and the easements described in Schedule A to the Declaration.
4. TRAVELERS INSURANCE COMPANY OF CANADA is entitled by law to grant this Consent and Postponement.

DATED at Toronto this 19th day of August, 2014.

TRAVELERS INSURANCE COMPANY OF
CANADA

Per: 

Name:

Title:

Sara Ahmadi

Senior Account Executive

Per: 

Name:

Title:

Steve Irwin

Senior Account Executive

I/We have authority to bind the Corporation.

SCHEDULE "B"
TO THE DECLARATION OF
THE RIVERHOUSE AT THE OLD MILL LIMITED

CONSENT

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

1. SANTEK INVESTMENTS (2000) INC. has a registered mortgage within the meaning of clause 7(2) (b) of the *Condominium Act, 1998*, registered as Number AT2404024 in the Land Registry Office for the Land Titles Division of Toronto (No. 66).
2. SANTEK INVESTMENTS (2000) INC. consents to the registration of this Declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the Description.
3. SANTEK INVESTMENTS (2000) INC. postpones the mortgage and the interests under it to the Declaration and the easements described in Schedule A to the Declaration.
4. SANTEK INVESTMENTS (2000) INC. is entitled by law to grant this Consent and Postponement.

DATED at Toronto this 10th day of September, 2014.

SANTEK INVESTMENTS (2000) INC.

Per: 

Name: _____

Title: _____

BLAIN TARSONS
JP FINANCE

Per: _____

Name: _____

Title: _____

I/We have authority to bind the Corporation.

SCHEDULE "C"

Each Residential Unit, Parking Unit, Commercial Parking Unit and Locker Unit, shall comprise the area within the heavy lines shown on Part 1, Sheets 1 to 5 both inclusive of the Description with respect to the Unit numbers indicated thereon. The monuments controlling the extent of the Units are the physical surfaces referred to immediately below, and are illustrated on Part 1, Sheets 1 to 5 both inclusive of the Description and all dimensions shall have reference to them.

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

1. **BOUNDARIES OF THE RESIDENTIAL UNITS**

(being Units 1 to 7 inclusive on Level 1, Units 1 to 12 inclusive on Levels 2 to 4 inclusive, Units 1 to 11 inclusive on Levels 5 and 6, Units 1 to 12 inclusive on Level 7, Units 1 to 7 inclusive on Levels 8 and 9 and Units 1 to 5 inclusive on Levels 10 and 11).

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

2. **BOUNDARIES OF THE PARKING UNITS**

(being Units 5 to 32 inclusive on Level C, Units 1 to 60 inclusive on Level D and Units 1 to 54 inclusive on Level E).

3. **BOUNDARIES OF THE COMMERCIAL PARKING UNITS**

(being Units 1 to 40 inclusive on Level A, Units 1 to 56 inclusive on Level B and Units 1 to 4 inclusive on Level C).

- a) Each Parking Unit and Commercial Parking Unit is bounded vertically by:
 - i) the upper surface and plane of the concrete garage floor slab and production.
 - ii) the plane 2.00 metres perpendicularly distant above and parallel to the upper surface and plane of the concrete garage floor slab.
- b) Each Parking Unit and Commercial Parking Unit is bounded horizontally by one or a combination of the following:
 - i) the vertical plane established by measurement.
 - ii) the plane established by the line and face of concrete columns and the production thereof.

- iii) the plane established by the centre-line of columns and the production thereof.
- iv) the plane established by the face of concrete or concrete block wall and the production thereof.

4. **BOUNDARIES OF THE LOCKER UNITS**

(being Units 41 to 44 inclusive on Level A, Units 57 to 59 inclusive on Level B, units 33 to 45 inclusive on Level C, Units 61 to 88 inclusive on Level D and Units 55 to 141 inclusive on Level E).

- a) Each Locker Unit is bounded vertically by:
 - i) the upper surface and plane of the concrete floor slab and production.
 - ii) the plane 2.0 metres perpendicularly distant above and parallel to the upper surface and plane of the concrete floor slab, or the lower surface of the wire mesh.
- b) Each Locker Unit is bounded vertically by:
 - i) the unit side surface and plane of the concrete or concrete block walls, where applicable and production thereof.
 - ii) the backside surface and plane of the drywall sheathing and production thereof, where applicable.
 - iii) the unit side surface of the steel wire mesh and frame.

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 5 inclusive of the Description.

SEPTEMBER 15 2014
Dated

R. Avis
Roger Avis,
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 TO THE DECLARATION OF Old Mill Condominiums
The Riverhouse at the Old Mill Limited
PERCENTAGE INTEREST IN COMMON ELEMENTS
AND PERCENTAGE OF COMMON EXPENSES
BY UNIT AND LEVEL NUMBER

Unit Type	UNIT #	LEVEL #	Number of Units	Percentage Interest in Common Elements Per Unit	Percentage Of Common Expenses Per Unit
Residential Units	1	1	1	0.49730	0.49730
	2	1	1	0.96410	0.96410
	3	1	1	0.70420	0.70420
	4	1	1	0.71580	0.71580
	5	1	1	0.96050	0.96050
	6	1	1	0.60200	0.60200
	7	1	1	0.58130	0.58130
	1	2	1	0.42180	0.42180
	2	2	1	0.45470	0.45470
	3	2	1	1.21850	1.21850
	4	2	1	0.97630	0.97630
	5	2	1	0.94400	0.94400
	6	2	1	0.89780	0.89780
	7	2	1	0.77240	0.77240
	8	2	1	1.30980	1.30980
	9	2	1	0.41080	0.41080
	10	2	1	0.69210	0.69210
	11	2	1	0.46380	0.46380
	12	2	1	0.73100	0.73100
	1	3	1	0.42180	0.42180
	2	3	1	0.43580	0.43580
	3	3	1	1.21850	1.21850
	4	3	1	0.97630	0.97630
	5	3	1	0.94400	0.94400
	6	3	1	0.89840	0.89840
	7	3	1	0.77240	0.77240
	8	3	1	1.30980	1.30980
	9	3	1	0.41080	0.41080
	10	3	1	0.69210	0.69210
	11	3	1	0.46380	0.46380
	12	3	1	0.73100	0.73100
	1	4	1	0.42180	0.42180
	2	4	1	0.43580	0.43580
	3	4	1	1.21850	1.21850
	4	4	1	0.97630	0.97630
	5	4	1	0.94400	0.94400
	6	4	1	0.89840	0.89840
	7	4	1	0.77240	0.77240
	8	4	1	1.30980	1.30980
	9	4	1	0.41080	0.41080
	10	4	1	0.69210	0.69210
	11	4	1	0.46380	0.46380
	12	4	1	0.73100	0.73100
	1	5	1	0.85760	0.85760
	2	5	1	1.21850	1.21850
	3	5	1	0.97630	0.97630
	4	5	1	0.94400	0.94400
	5	5	1	0.89840	0.89840
	6	5	1	0.77240	0.77240
	7	5	1	1.30980	1.30980
	8	5	1	0.41080	0.41080
	9	5	1	0.69210	0.69210
	10	5	1	0.46380	0.46380
	11	5	1	0.73100	0.73100
	1	6	1	0.42180	0.42180
	2	6	1	0.43580	0.43580
	3	6	1	1.21850	1.21850
	4	6	1	1.92030	1.92030
	5	6	1	0.89840	0.89840
	6	6	1	0.77240	0.77240
	7	6	1	1.30980	1.30980
	8	6	1	0.41080	0.41080
	9	6	1	0.69210	0.69210
	10	6	1	0.46380	0.46380
	11	6	1	0.73100	0.73100
	1	7	1	0.42180	0.42180
	2	7	1	0.43580	0.43580
	3	7	1	1.21850	1.21850

SCHEDULE D TO THE DECLARATION OF Old Mill Condominiums
The Riverhouse at the Old Mill Limited
PERCENTAGE INTEREST IN COMMON ELEMENTS
AND PERCENTAGE OF COMMON EXPENSES
BY UNIT AND LEVEL NUMBER

Unit Type	UNIT #	LEVEL #	Number of Units	Percentage Interest In Common Elements Per Unit	Percentage Of Common Expenses Per Unit
	4	7	1	0.97630	0.97630
	5	7	1	0.94400	0.94400
	6	7	1	0.89840	0.89840
	7	7	1	0.77240	0.77240
	8	7	1	1.30980	1.30980
	9	7	1	0.41080	0.41080
	10	7	1	0.69210	0.69210
	11	7	1	0.46380	0.46380
	12	7	1	0.73100	0.73100
	1	8	1	1.19480	1.19480
	2	8	1	2.40410	2.40410
	3	8	1	0.94400	0.94400
	4	8	1	0.89840	0.89840
	5	8	1	0.77240	0.77240
	6	8	1	1.30980	1.30980
	7	8	1	1.10290	1.10290
	1	9	1	1.14000	1.14000
	2	9	1	1.19060	1.19060
	3	9	1	1.15220	1.15220
	4	9	1	0.94400	0.94400
	5	9	1	0.89840	0.89840
	6	9	1	0.74010	0.74010
	7	9	1	1.77730	1.77730
	1	10	1	1.10900	1.10900
	2	10	1	1.44920	1.44920
	3	10	1	1.17230	1.17230
	4	10	1	1.12720	1.12720
	5	10	1	0.85090	0.85090
	1	11	1	1.04870	1.04870
	2	11	1	1.37620	1.37620
	3	11	1	1.17230	1.17230
	4	11	1	1.12720	1.12720
	5	11	1	0.79130	0.79130
Commercial Parking Units	1	A	1	0.03442	0.03442
	2	A	1	0.03442	0.03442
	3	A	1	0.03442	0.03442
	4	A	1	0.03442	0.03442
	5	A	1	0.03442	0.03442
	6	A	1	0.03442	0.03442
	7	A	1	0.03442	0.03442
	8	A	1	0.03442	0.03442
	9	A	1	0.03442	0.03442
	10	A	1	0.03442	0.03442
	11	A	1	0.03442	0.03442
	12	A	1	0.03442	0.03442
	13	A	1	0.03442	0.03442
	14	A	1	0.03442	0.03442
	15	A	1	0.03442	0.03442
	16	A	1	0.03442	0.03442
	17	A	1	0.03442	0.03442
	18	A	1	0.03442	0.03442
	19	A	1	0.03442	0.03442
	20	A	1	0.03442	0.03442
	21	A	1	0.03442	0.03442
	22	A	1	0.03442	0.03442
	23	A	1	0.03442	0.03442
	24	A	1	0.03442	0.03442
	25	A	1	0.03442	0.03442
	26	A	1	0.03442	0.03442
	27	A	1	0.03442	0.03442
	28	A	1	0.03442	0.03442
	29	A	1	0.03442	0.03442
	30	A	1	0.03442	0.03442
	31	A	1	0.03442	0.03442
	32	A	1	0.03442	0.03442
	33	A	1	0.03442	0.03442
	34	A	1	0.03442	0.03442
	35	A	1	0.03442	0.03442
	36	A	1	0.03442	0.03442

SCHEDULE D TO THE DECLARATION OF Old Mill Condominiums
The Riverhouse at the Old Mill Limited
PERCENTAGE INTEREST IN COMMON ELEMENTS
AND PERCENTAGE OF COMMON EXPENSES
BY UNIT AND LEVEL NUMBER

Unit Type	UNIT #	LEVEL #	Number of Units	Percentage Interest In Common Elements Per Unit	Percentage Of Common Expenses Per Unit
	37	A	1	0.03442	0.03442
	38	A	1	0.03442	0.03442
	39	A	1	0.03442	0.03442
	40	A	1	0.03442	0.03442
	1	B	1	0.03442	0.03442
	2	B	1	0.03442	0.03442
	3	B	1	0.03442	0.03442
	4	B	1	0.03442	0.03442
	5	B	1	0.03442	0.03442
	6	B	1	0.03442	0.03442
	7	B	1	0.03442	0.03442
	8	B	1	0.03442	0.03442
	9	B	1	0.03442	0.03442
	10	B	1	0.03442	0.03442
	11	B	1	0.03442	0.03442
	12	B	1	0.03442	0.03442
	13	B	1	0.03442	0.03442
	14	B	1	0.03442	0.03442
	15	B	1	0.03442	0.03442
	16	B	1	0.03442	0.03442
	17	B	1	0.03442	0.03442
	18	B	1	0.03442	0.03442
	19	B	1	0.03442	0.03442
	20	B	1	0.03442	0.03442
	21	B	1	0.03442	0.03442
	22	B	1	0.03442	0.03442
	23	B	1	0.03442	0.03442
	24	B	1	0.03442	0.03442
	25	B	1	0.03442	0.03442
	26	B	1	0.03442	0.03442
	27	B	1	0.03442	0.03442
	28	B	1	0.03442	0.03442
	29	B	1	0.03442	0.03442
	30	B	1	0.03442	0.03442
	31	B	1	0.03442	0.03442
	32	B	1	0.03442	0.03442
	33	B	1	0.03442	0.03442
	34	B	1	0.03442	0.03442
	35	B	1	0.03442	0.03442
	36	B	1	0.03442	0.03442
	37	B	1	0.03442	0.03442
	38	B	1	0.03442	0.03442
	39	B	1	0.03442	0.03442
	40	B	1	0.03442	0.03442
	41	B	1	0.03442	0.03442
	42	B	1	0.03442	0.03442
	43	B	1	0.03442	0.03442
	44	B	1	0.03442	0.03442
	45	B	1	0.03442	0.03442
	46	B	1	0.03442	0.03442
	47	B	1	0.03442	0.03442
	48	B	1	0.03442	0.03442
	49	B	1	0.03442	0.03442
	50	B	1	0.03442	0.03442
	51	B	1	0.03442	0.03442
	52	B	1	0.03442	0.03442
	53	B	1	0.03442	0.03442
	54	B	1	0.03442	0.03442
	55	B	1	0.03442	0.03442
	56	B	1	0.03442	0.03442
	1	C	1	0.03442	0.03442
	2	C	1	0.03442	0.03442
	3	C	1	0.03442	0.03442
	4	C	1	0.03442	0.03442
Parking Units	5	C	1	0.04900	0.04900
	6	C	1	0.04900	0.04900
	7	C	1	0.04900	0.04900
	8	C	1	0.04900	0.04900
	9	C	1	0.04900	0.04900

SCHEDULE D TO THE DECLARATION OF Old Mill Condominiums

**The Riverhouse at the Old Mill Limited
 PERCENTAGE INTEREST IN COMMON ELEMENTS
 AND PERCENTAGE OF COMMON EXPENSES
 BY UNIT AND LEVEL NUMBER**

Unit Type	UNIT #	LEVEL #	Number of Units	Percentage Interest in Common Elements Per Unit	Percentage Of Common Expenses Per Unit
	10	C	1	0.04900	0.04900
	11	C	1	0.04900	0.04900
	12	C	1	0.04900	0.04900
	13	C	1	0.04900	0.04900
	14	C	1	0.04900	0.04900
	15	C	1	0.04900	0.04900
	16	C	1	0.04900	0.04900
	17	C	1	0.04900	0.04900
	18	C	1	0.04900	0.04900
	19	C	1	0.04900	0.04900
	20	C	1	0.04900	0.04900
	21	C	1	0.04900	0.04900
	22	C	1	0.04900	0.04900
	23	C	1	0.04900	0.04900
	24	C	1	0.04900	0.04900
	25	C	1	0.04900	0.04900
	26	C	1	0.04900	0.04900
	27	C	1	0.04900	0.04900
	28	C	1	0.04900	0.04900
	29	C	1	0.04900	0.04900
	30	C	1	0.04900	0.04900
	31	C	1	0.04900	0.04900
	32	C	1	0.04900	0.04900
	1	D	1	0.04900	0.04900
	2	D	1	0.04900	0.04900
	3	D	1	0.04900	0.04900
	4	D	1	0.04900	0.04900
	5	D	1	0.04900	0.04900
	6	D	1	0.04900	0.04900
	7	D	1	0.04900	0.04900
	8	D	1	0.04900	0.04900
	9	D	1	0.04900	0.04900
	10	D	1	0.04900	0.04900
	11	D	1	0.04900	0.04900
	12	D	1	0.04900	0.04900
	13	D	1	0.04900	0.04900
	14	D	1	0.04900	0.04900
	15	D	1	0.04900	0.04900
	16	D	1	0.04900	0.04900
	17	D	1	0.04900	0.04900
	18	D	1	0.04900	0.04900
	19	D	1	0.04900	0.04900
	20	D	1	0.04900	0.04900
	21	D	1	0.04900	0.04900
	22	D	1	0.04900	0.04900
	23	D	1	0.04900	0.04900
	24	D	1	0.04900	0.04900
	25	D	1	0.04900	0.04900
	26	D	1	0.04900	0.04900
	27	D	1	0.04900	0.04900
	28	D	1	0.04900	0.04900
	29	D	1	0.04900	0.04900
	30	D	1	0.04900	0.04900
	31	D	1	0.04900	0.04900
	32	D	1	0.04900	0.04900
	33	D	1	0.04900	0.04900
	34	D	1	0.04900	0.04900
	35	D	1	0.04900	0.04900
	36	D	1	0.04900	0.04900
	37	D	1	0.04900	0.04900
	38	D	1	0.04900	0.04900
	39	D	1	0.04900	0.04900
	40	D	1	0.04900	0.04900
	41	D	1	0.04900	0.04900
	42	D	1	0.04900	0.04900
	43	D	1	0.04900	0.04900
	44	D	1	0.04900	0.04900
	45	D	1	0.04900	0.04900
	46	D	1	0.04900	0.04900
	47	D	1	0.04900	0.04900
	48	D	1	0.04900	0.04900
	49	D	1	0.04900	0.04900
	50	D	1	0.04900	0.04900
	51	D	1	0.04900	0.04900
	52	D	1	0.04900	0.04900
	53	D	1	0.04900	0.04900
	54	D	1	0.04900	0.04900
	55	D	1	0.04900	0.04900
	56	D	1	0.04900	0.04900
	57	D	1	0.04900	0.04900
	58	D	1	0.04900	0.04900

SCHEDULE D TO THE DECLARATION OF Old Mill Condominiums
The Riverhouse at the Old Mill Limited
PERCENTAGE INTEREST IN COMMON ELEMENTS
AND PERCENTAGE OF COMMON EXPENSES
BY UNIT AND LEVEL NUMBER

Unit Type	UNIT #	LEVEL #	Number of Units	Percentage Interest In Common Elements Per Unit	Percentage Of Common Expenses Per Unit
	59	D	1	0.04900	0.04900
	60	D	1	0.04900	0.04900
	1	E	1	0.04900	0.04900
	2	E	1	0.04900	0.04900
	3	E	1	0.04900	0.04900
	4	E	1	0.04900	0.04900
	5	E	1	0.04900	0.04900
	6	E	1	0.04900	0.04900
	7	E	1	0.04900	0.04900
	8	E	1	0.04900	0.04900
	9	E	1	0.04900	0.04900
	10	E	1	0.04900	0.04900
	11	E	1	0.04900	0.04900
	12	E	1	0.04900	0.04900
	13	E	1	0.04900	0.04900
	14	E	1	0.04900	0.04900
	15	E	1	0.04900	0.04900
	16	E	1	0.04900	0.04900
	17	E	1	0.04900	0.04900
	18	E	1	0.04900	0.04900
	19	E	1	0.04900	0.04900
	20	E	1	0.04900	0.04900
	21	E	1	0.04900	0.04900
	22	E	1	0.04900	0.04900
	23	E	1	0.04900	0.04900
	24	E	1	0.04900	0.04900
	25	E	1	0.04900	0.04900
	26	E	1	0.04900	0.04900
	27	E	1	0.04900	0.04900
	28	E	1	0.04900	0.04900
	29	E	1	0.04900	0.04900
	30	E	1	0.04900	0.04900
	31	E	1	0.04900	0.04900
	32	E	1	0.04900	0.04900
	33	E	1	0.04900	0.04900
	34	E	1	0.04900	0.04900
	35	E	1	0.04900	0.04900
	36	E	1	0.04900	0.04900
	37	E	1	0.04900	0.04900
	38	E	1	0.04900	0.04900
	39	E	1	0.04900	0.04900
	40	E	1	0.04900	0.04900
	41	E	1	0.04900	0.04900
	42	E	1	0.04900	0.04900
	43	E	1	0.04900	0.04900
	44	E	1	0.04900	0.04900
	45	E	1	0.04900	0.04900
	46	E	1	0.04900	0.04900
	47	E	1	0.04900	0.04900
	48	E	1	0.04900	0.04900
	49	E	1	0.04900	0.04900
	50	E	1	0.04900	0.04900
	51	E	1	0.04900	0.04900
	52	E	1	0.04900	0.04900
	53	E	1	0.04900	0.04900
	54	E	1	0.04900	0.04900
Locker Units	41	A	1	0.00900	0.00900
	42	A	1	0.00900	0.00900
	43	A	1	0.00900	0.00900
	44	A	1	0.00900	0.00900
	57	B	1	0.00900	0.00900
	58	B	1	0.00900	0.00900
	59	B	1	0.00900	0.00900
	33	C	1	0.00900	0.00900
	34	C	1	0.00900	0.00900
	35	C	1	0.00900	0.00900
	36	C	1	0.00900	0.00900
	37	C	1	0.00900	0.00900
	38	C	1	0.00900	0.00900
	39	C	1	0.00900	0.00900
	40	C	1	0.00900	0.00900
	41	C	1	0.00900	0.00900
	42	C	1	0.00900	0.00900
	43	C	1	0.00900	0.00900
	44	C	1	0.00900	0.00900

SCHEDULE D TO THE DECLARATION OF Old Mill Condominiums
The Riverhouse at the Old Mill Limited
PERCENTAGE INTEREST IN COMMON ELEMENTS
AND PERCENTAGE OF COMMON EXPENSES
BY UNIT AND LEVEL NUMBER

Unit Type	UNIT #	LEVEL #	Number of Units	Percentage Interest In Common Elements Per Unit	Percentage Of Common Expenses Per Unit
	45	C	1	0.00900	0.00900
	61	D	1	0.00900	0.00900
	62	D	1	0.00900	0.00900
	63	D	1	0.00900	0.00900
	64	D	1	0.00900	0.00900
	65	D	1	0.00900	0.00900
	66	D	1	0.00900	0.00900
	67	D	1	0.00900	0.00900
	68	D	1	0.00900	0.00900
	69	D	1	0.00900	0.00900
	70	D	1	0.00900	0.00900
	71	D	1	0.00900	0.00900
	72	D	1	0.00900	0.00900
	73	D	1	0.00900	0.00900
	74	D	1	0.00900	0.00900
	75	D	1	0.00900	0.00900
	76	D	1	0.00900	0.00900
	77	D	1	0.00900	0.00900
	78	D	1	0.00900	0.00900
	79	D	1	0.00900	0.00900
	80	D	1	0.00900	0.00900
	81	D	1	0.00900	0.00900
	82	D	1	0.00900	0.00900
	83	D	1	0.00900	0.00900
	84	D	1	0.00900	0.00900
	85	D	1	0.00900	0.00900
	86	D	1	0.00900	0.00900
	87	D	1	0.00900	0.00900
	88	D	1	0.00900	0.00900
	55	E	1	0.00900	0.00900
	56	E	1	0.00900	0.00900
	57	E	1	0.00900	0.00900
	58	E	1	0.00900	0.00900
	59	E	1	0.00900	0.00900
	60	E	1	0.00900	0.00900
	61	E	1	0.00900	0.00900
	62	E	1	0.00900	0.00900
	63	E	1	0.00900	0.00900
	64	E	1	0.00900	0.00900
	65	E	1	0.00900	0.00900
	66	E	1	0.00900	0.00900
	67	E	1	0.00900	0.00900
	68	E	1	0.00900	0.00900
	69	E	1	0.00900	0.00900
	70	E	1	0.00900	0.00900
	71	E	1	0.00900	0.00900
	72	E	1	0.00900	0.00900
	73	E	1	0.00900	0.00900
	74	E	1	0.00900	0.00900
	75	E	1	0.00900	0.00900
	76	E	1	0.00900	0.00900
	77	E	1	0.00900	0.00900
	78	E	1	0.00900	0.00900
	79	E	1	0.00900	0.00900
	80	E	1	0.00900	0.00900
	81	E	1	0.00900	0.00900
	82	E	1	0.00900	0.00900
	83	E	1	0.00900	0.00900
	84	E	1	0.00900	0.00900
	85	E	1	0.00900	0.00900
	86	E	1	0.00900	0.00900
	87	E	1	0.00900	0.00900
	88	E	1	0.00900	0.00900
	89	E	1	0.00900	0.00900
	90	E	1	0.00900	0.00900
	91	E	1	0.00900	0.00900
	92	E	1	0.00900	0.00900
	93	E	1	0.00900	0.00900
	94	E	1	0.00900	0.00900
	95	E	1	0.00900	0.00900
	96	E	1	0.00900	0.00900
	97	E	1	0.00900	0.00900
	98	E	1	0.00900	0.00900
	99	E	1	0.00900	0.00900
	100	E	1	0.00900	0.00900

**SCHEDULE D TO THE DECLARATION OF Old Mill Condominiums
The Riverhouse at the Old Mill Limited
PERCENTAGE INTEREST IN COMMON ELEMENTS
AND PERCENTAGE OF COMMON EXPENSES
BY UNIT AND LEVEL NUMBER**

Unit Type	UNIT #	LEVEL #	Number of Units	Percentage Interest In Common Elements Per Unit	Percentage Of Common Expenses Per Unit
	101	E	1	0.00900	0.00900
	102	E	1	0.00900	0.00900
	103	E	1	0.00900	0.00900
	104	E	1	0.00900	0.00900
	105	E	1	0.00900	0.00900
	106	E	1	0.00900	0.00900
	107	E	1	0.00900	0.00900
	108	E	1	0.00900	0.00900
	109	E	1	0.00900	0.00900
	110	E	1	0.00900	0.00900
	111	E	1	0.00900	0.00900
	112	E	1	0.00900	0.00900
	113	E	1	0.00900	0.00900
	114	E	1	0.00900	0.00900
	115	E	1	0.00900	0.00900
	116	E	1	0.00900	0.00900
	117	E	1	0.00900	0.00900
	118	E	1	0.00900	0.00900
	119	E	1	0.00900	0.00900
	120	E	1	0.00900	0.00900
	121	E	1	0.00900	0.00900
	122	E	1	0.00900	0.00900
	123	E	1	0.00900	0.00900
	124	E	1	0.00900	0.00900
	125	E	1	0.00900	0.00900
	126	E	1	0.00900	0.00900
	127	E	1	0.00900	0.00900
	128	E	1	0.00900	0.00900
	129	E	1	0.00900	0.00900
	130	E	1	0.00900	0.00900
	131	E	1	0.00900	0.00900
	132	E	1	0.00900	0.00900
	133	E	1	0.00900	0.00900
	134	E	1	0.00900	0.00900
	135	E	1	0.00900	0.00900
	136	E	1	0.00900	0.00900
	137	E	1	0.00900	0.00900
	138	E	1	0.00900	0.00900
	139	E	1	0.00900	0.00900
	140	E	1	0.00900	0.00900
	141	E	1	0.00900	0.00900
Totals				100.00000	100.00000

SCHEDULE "E"
TO THE DECLARATION OF
THE RIVERHOUSE AT THE OLD MILL LIMITED

COMMON EXPENSES

Common Expenses shall include the following to the extent applicable:

(a) All expenses of the Corporation incurred by it or the board in the performance of its objects and duties whether such objects and duties are imposed under the provisions of the Act, the Declaration, the by-laws or rules of the Corporation (including all agreements authorized by any of the by-laws of the Corporation) and effecting compliance therewith by all unit owners and their respective residents, tenants, licensees and/or invitees.

(b) All sums of money payable by the Corporation for the obtaining and maintenance of any insurance coverage required or permitted by the Act or the Declaration as well as the cost of obtaining from time to time, an appraisal from an independent qualified appraiser of the full replacement cost of the common elements and assets of the Corporation for the purposes of determining the amount of insurance to be effected.

(c) All sums of money payable for utilities and services serving the units or common elements from time to time including, without limiting the generality of the foregoing, monies payable on account of the following, if applicable:

- (i) elevators;
- (ii) insurance premiums;
- (iii) water, gas and hydro-electricity (for each of the units, as well as the common elements, on the express understanding that the Corporation shall ultimately be reimbursed for sums expended by it to any utility provider(s) for usage by the units including for that portion of any bulk invoice for water, gas and hydro-electricity representing the amount attributable to such Residential Units, pursuant to the Corporation's periodic reading of the check or consumption meters appurtenant to such units);
- (iv) garbage sorting, storing, recycling and disposal (to the extent not provided by the municipality without charge) from one or more central garbage areas;
- (v) energy monitoring and information services (profiling);
- (vi) maintenance and landscaping materials, tools and supplies;
- (vii) snow removal, grounds maintenance and landscaping; and
- (viii) concierge/security personnel.

Provided, however, that each of the Residential Units shall be separately metered and invoiced for cable television and telephone services and accordingly the cost of said services and any other utility which may be separately metered (as noted above) and consumed or utilized by each of said units shall not constitute or be construed as a common expense, but rather shall be borne and paid for by each owner thereof.

(d) All sums of money required by the Corporation for the acquisition or retention of real property for the use and enjoyment of the property, or for the acquisition, repair, maintenance or replacement of personal property for the use and enjoyment of the common elements or the costs of borrowing money for the purposes herein set out.

(e) All sums of money paid or payable by the Corporation, for legal, engineering, accounting, auditing, expert appraising, maintenance, managerial and secretarial advice and services required by the Corporation in the performance of its objects and duties.

(f) All sums of money paid or payable by the Corporation to any and all persons, firms or companies engaged or retained by it, its duly authorized agents, servants and employees for the purpose of performing any or all of the duties of the Corporation including without limiting the generality of the foregoing remuneration payable pursuant to a management contract.

(g) All sums of money assessed by the Corporation for the reserve fund to be paid by every owner as part of their contribution towards common expenses, for the major repair and replacement of common elements and assets of the Corporation.

(h) All sums of money paid by the Corporation for any addition, alteration, improvement to or renovation of the common elements or assets of the Corporation.

(i) All sums of money payable on account of realty taxes (including local improvement charges) levied against the property (until such time as such taxes are levied against the individual units) and against those parts of the common elements that are leased for business purposes upon which the lessee carries on an undertaking for gain.

(j) The fees and disbursements of the Insurance Trustee (if appointed) and the cost of maintaining any fidelity bonds provided for in the by-laws.

(k) All maintenance, operating and improvement costs related to that portion of the recreational facilities, if any, in operation and available for use by the unit owners. These costs shall include, without limitation:

- (i) the provision of heat, hydro, water and all other utilities servicing the recreational facilities;
- (ii) the provision of any recreational programmes;
- (iii) the provision, replacement and maintenance of any equipment, used in connection with the recreational facilities; and
- (iv) municipal taxes, insurance, and common expense assessments.

SCHEDULE "F"

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

- a) the Owner(s) of each of the Residential Units 3 and 8 on Levels 2 and 3, Units 1 to 12 inclusive on Level 4, Units 1 to 11 inclusive on Levels 5 and 6, Units 1 to 12 inclusive on Level 7, Units 1 to 7 inclusive on Level 8, Units 3 to 6 inclusive on Level 9 and Units 2, 3 and 4 on Level 11, shall each have the exclusive use of a balcony or balconies to which each of the said Residential Units provide direct and sole access.

- b) the Owner(s) of each of the Residential Units 1 to 7 inclusive on Level 1, Units 1, 2, 4 to 7 inclusive and 9 to 12 inclusive on Levels 2 and 3, Unit 2 on Level 8, Units 1, 2 and 7 on Level 9, Units 1 to 5 inclusive on Level 10 and Units 1, 2 and 5 on Level 11, shall each have the exclusive use of a terrace or terraces to which each of the said Residential Units provide direct and sole access.

Schedule "G"

Certificate of Architect or Engineer
30 Old Mill Road, Toronto, Ontario M8X-0A5
The River House at the Old Mill

(UNDER CLAUSES 5 (8) (A) OR (B) OF ONTARIO REGULATION 48/01 OR CLAUSE 8 (1) (E) OR (H) OF THE CONDOMINIUM ACT, 1998)

We 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:

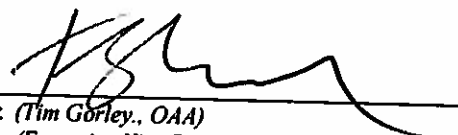
(Check whichever boxes are applicable)

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 subfloor.
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 complete to the drywall (including taping and sanding), plaster or other final covering.
4. All underground garages have walls and floor assemblies in place.
OR
 There are no underground garages.
5. All elevating devices as defined in the *Elevating Devices Act* are licensed under that Act if it requires a licence, except for elevating devices contained wholly in a unit and designed for use only within the unit.
OR
 There are no elevating devices as defined in the *Elevating Devices Act*, except for elevating devices contained wholly in a unit and designed for use only within the unit.
6. All installations with respect to the provision of water and sewage services are in place and operable.
7. All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.
8. All installations with respect to the provision of air conditioning are in place.
OR
 There are no installations with respect to the provision of air conditioning.
9. All installations with respect to the provision of electricity are in place.
10. All indoor and outdoor swimming pools are roughed in to the extent that they are ready to receive finishes, equipment and accessories.
OR
 There are no indoor and outdoor swimming pools.
11. Except as otherwise specified in the regulations, the boundaries of the units are completed to the drywall (not including taping and sanding), plaster or other final covering, and perimeter doors are in place.

27 June 2014

Dated as of (date of signature)

PAGE+STEELE / IBI GROUP ARCHITECTS

Per: 
Name: (Tim Gorley, OAA)
Title: (Executive Vice President)

I have authority to bind the Corporation.

Schedule "G"

Certificate of Architect or Engineer
30 Old Mill Road, Toronto, Ontario M8X-0A5
The River House at the Old Mill

(UNDER CLAUSES 5 (B) (A) OR (B) OF ONTARIO REGULATION 48/01 OR CLAUSE 8 (I) (E) OR (H) OF THE CONDOMINIUM ACT, 1998)

We 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 subfloor.
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 complete to the drywall (including taping and sanding), plaster or other final covering.
4. All underground garages have walls and floor assemblies in place.
OR
There are no underground garages.
5. All elevating devices as defined in the *Elevating Devices Act* are licensed under that Act if it requires a licence, except for elevating devices contained wholly in a unit and designed for use only within the unit.
OR
There are no elevating devices as defined in the *Elevating Devices Act*, except for elevating devices contained wholly in a unit and designed for use only within the unit.
6. All installations with respect to the provision of water and sewage services are in place and operable.
7. All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.
8. All installations with respect to the provision of air conditioning are in place.
OR
 There are no installations with respect to the provision of air conditioning.
9. All installations with respect to the provision of electricity are in place.
10. All indoor and outdoor swimming pools are roughed in to the extent that they are ready to receive finishes, equipment and accessories.
OR
There are no indoor and outdoor swimming pools.
11. Except as otherwise specified in the regulations, the boundaries of the units are completed to the drywall (not including taping and sanding), plaster or other final covering, and perimeter doors are in place.

July 29th / 2014
Dated as of (date of signature)

Per: 
Name: KURT MONTENEGRO
Title: PROJECT LEADER

I have authority to bind the Corporation.

Schedule "G"

Certificate of Architect or Engineer
30 Old Mill Road, Toronto, Ontario M8X-0A5
The River House at the Old Mill

(UNDER CLAUSES 5 (8) (A) OR (B) OF ONTARIO REGULATION 48/01 OR CLAUSE 8 (1) (E) OR (H) OF THE CONDOMINIUM ACT, 1998)


We 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 subfloor.
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 complete to the drywall (including taping and sanding), plaster or other final covering.
4. All underground garages have walls and floor assemblies in place.
OR
There are no underground garages.
5. All elevating devices as defined in the *Elevating Devices Act* are licensed under that Act if it requires a licence, except for elevating devices contained wholly in a unit and designed for use only within the unit.
OR
There are no elevating devices as defined in the *Elevating Devices Act*, except for elevating devices contained wholly in a unit and designed for use only within the unit.
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7. All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.
8. All installations with respect to the provision of air conditioning are in place.
OR
 There are no installations with respect to the provision of air conditioning.
9. All installations with respect to the provision of electricity are in place.
10. All indoor and outdoor swimming pools are roughed in to the extent that they are ready to receive finishes, equipment and accessories.
OR
There are no indoor and outdoor swimming pools.
11. Except as otherwise specified in the regulations, the boundaries of the units are completed to the drywall (not including taping and sanding), plaster or other final covering, and perimeter doors are in place.

July 29/2014
Dated as of (date of signature)

Per: 
Name: David MacDell
Title: PRINCIPAL

I have authority to bind the Corporation.

<p style="writing-mode: vertical-rl; transform: rotate(180deg); font-size: small;">FOR OFFICE USE ONLY</p> <p style="font-size: 2em; font-weight: bold; margin-left: 20px;">AT 4687223</p> <p style="text-align: center; font-weight: bold;">CERTIFICATE OF RECEIPT RÉCÉPISSÉ TORONTO (00)</p> <p style="text-align: center; font-size: 1.2em;">SEP 22 2017 9:04</p> <p style="text-align: center; font-weight: bold; margin-top: 20px;">LAND REGISTRAR <i>Katherine Cece</i></p> <p style="font-size: small;">New Property Identifiers Additional: See Schedule <input type="checkbox"/></p> <p style="font-size: small;">Executions Additional: See Schedule <input type="checkbox"/></p>	<p>(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/></p>	<p>(2) Page 1 of 3 pages</p>	
	<p>(3) Property Identifier(s) 76410 Block 76410 Property 0001 0478 inclusive</p>	<p>Additional: See Schedule <input checked="" type="checkbox"/></p>	
	<p>(4) Nature of Document Application to Amend Declaration Under Section 107 of the Condominium Act, 1998</p>		
	<p>(5) Consideration Dollars \$</p>		
	<p>(6) Description All Units and Common Elements located in Toronto Standard Condominium Plan No. 2410 City of Toronto Land Titles Division of the Toronto Registry Office (No. 66)</p>		
<p>(7) This Document Contains <input type="checkbox"/> (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input type="checkbox"/></p>			

(8) This Document provides as follows:
SEE AMENDMENT TO DECLARATION ATTACHED.

Continued on Schedule

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

<p>(10) Party(ies) (Set out Status or Interest) Name(s)</p> <p>Toronto Standard Condominium Corporation No. 2410</p> <p>by its solicitors, DEACON SPEARS FEDSON + MONTIZAMBERT</p>	<p>Signature(s)</p> <p>Per: <i>M.A.S.</i></p> <p>MICHAEL A. SPEARS</p> <p>I have authority to bind the corporation</p>	<p>Date of Signature Y M D</p> <p>2017 09 20</p>
--	--	---

(11) Address for Service

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

(13) Address for Service

<p>(14) Municipal Address of Property multiple</p>	<p>(15) Document Prepared by: Michael A. Spears Deacon, Spears, Fedson + Montizambert 2900 - 2300 Yonge Street Toronto, ON M4P 1E4</p>	<p style="text-align: center; font-weight: bold;">Fees and Tax</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="font-size: small;">Registration Fee</td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td style="font-weight: bold;">Total</td> <td> </td> </tr> </table>	Registration Fee						Total	
Registration Fee										
Total										

FORM 1

AMENDMENT TO DECLARATION OR DESCRIPTION
(UNDER SECTION 107 OF THE *CONDOMINIUM ACT, 1998*)

Toronto Standard Condominium Corporation No. 2410 amends, as set out in the attached Schedule:

- its declaration registered as Instrument No. AT3703938.
- its description identified as

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


Dated this 30th day of AUGUST, 2017.

Toronto Standard Condominium Corporation No. 2410



 (signature)

EMILIO TACCONELLI, PRESIDENT
 (print name and title)



 (signature)

DOUGLAS PORTER, SECRETARY
 (print name and title)

We have the authority to bind the corporation.

SCHEDULE "A"

AMENDMENT TO THE DECLARATION OF

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2410

Section 22 "Use of Residential Units" of the Declaration is hereby deleted and the following substituted therefor:

Section 22 "Use of Residential Units"

Each Residential Unit shall be occupied and used only for single family residential purposes, for providing residential accommodation (on either a furnished or unfurnished suite basis) through only Long Term Lease Arrangement (as defined in the Rules of the Condominium, as amended from time to time) and for any other use permitted in accordance with the provisions of the Applicable Zoning By-laws pertaining to the Real Property, as amended from time to time; provided, however, that the foregoing shall not prevent or in any way restrict,

- (i) the Declarant from completing the Building, nor shall the foregoing prevent the Declarant, while owning and seeking to sell any of the units in the Condominium (nor any mortgagee who has a registered mortgage or charge against no less than twenty-five percent (25%) of the Residential Units, and who seeks to sell the units so encumbered by said mortgage or charge), from utilizing such units for the purposes of creating and/or maintaining a sales office, construction office or customer-service office, advertising signs and model suites for display purposes, within any of the Residential Units, until such time as all units in the Condominium (or such lesser number as the Declarant may determine in its sole and unfettered discretion) have been sold, conveyed and transferred by the Declarant to each of the respective unit purchasers thereof.

<p style="text-align: center; font-size: 1.2em;">AT 6259565</p> <p style="text-align: center;">CERTIFICATE OF RECEIPT RÉCÉPISSÉ TORONTO (66)</p> <p style="text-align: center; font-size: 1.1em;">JAN 09 2023 11:02</p> <p style="text-align: center; font-weight: bold;">LAND REGISTRAR</p> <p style="text-align: center;"><i>Jane Seinfeld</i></p> <p style="font-size: 0.8em;">New Property Identifiers Additional: See Schedule <input type="checkbox"/></p> <p style="font-size: 0.8em;">Executions Additional: See Schedule <input type="checkbox"/></p>	(1) Registry <input type="checkbox"/>	Land Titles <input checked="" type="checkbox"/>	(2) Page 1 of 3 pages	
	(3) Property Identifier(s)	Block 76410 76410	Property 0001 to 0478, inclusive	Additional: See Schedule <input checked="" type="checkbox"/>
	(4) Nature of Document Amendment to Declaration (Condominium Act 1998)			
	(5) Consideration Dollars \$			
	(6) Description All Units and common elements comprising the property in Toronto Standard Condominium Plan No. 2410 and its appurtenant common interests in the City of Toronto Land Titles Division of Toronto Registry Office (No. 66)			
	(7) This Document Contains		(a) Redescription New Easement Plan/Sketch <input type="checkbox"/>	(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input type="checkbox"/>

(8) This Document provides as follows:
SEE AMENDMENT TO DECLARATION ATTACHED.

Continued on Schedule

(9) This Document relates to instrument number(s)
AT3703938 and AT4687223

(10) Party(ies) (Set out Status or Interest) Name(s)	Signature(s)	Date of Signature Y M D
TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2410	Per: <i>[Signature]</i>	2022 12 15
by its solicitors, Deacon Spears Fedson & Montizambert	Michael Campbell	
	I have the authority to sign and register the document on behalf of the corporation.	

(11) Address for Service **c/o Deacon, Spears, Fedson + Montizambert, 1901- 2300 Yonge Street, Toronto, Ontario M4P 1E4**

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

(13) Address for Service

(14) Municipal Address of Property MULTIPLE	(15) Document Prepared by: Deacon, Spears, Fedson & Montizambert 1901 - 2300 Yonge Street P.O. Box 2384 Toronto, ON M4P 1E4	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="2" style="font-size: 0.8em;">Fees and Tax</th> </tr> <tr> <td style="font-size: 0.8em;">Registration Fee</td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">Total</td> <td></td> </tr> </table>	Fees and Tax		Registration Fee						Total	
Fees and Tax												
Registration Fee												
Total												

FOR OFFICE USE ONLY

FOR OFFICE USE ONLY

FORM 1

AMENDMENT TO DECLARATION OR DESCRIPTION

(UNDER SECTION 107 OF THE *CONDOMINIUM ACT, 1998*)

Toronto Standard Condominium Corporation No. 2410 amends, as set out in the attached Schedule:

- its declaration registered as Instrument No. AT3703938.
- its description identified as


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

Dated this 14 day of December, 2022.

Toronto Standard Condominium Corporation No. 2410


(signature)

EMILIO TACCONELLI, PRESIDENT
(print name and title)


(signature)

DAVID MELLOZ
(print name and title)

We have the authority to bind the corporation.

Schedule

Last paragraph of Section (c) of Schedule "E" "COMMON EXPENSES" of the Declaration is hereby deleted and the following substituted therefor:

Last paragraph of Section (c) of Schedule "E" "COMMON EXPENSES"

"Provided, however, where cable television, and/or telephone, and/or internet services (individually or collectively the "Services") are delivered by one or more service providers under a bulk billing arrangement, negotiated by and charged to the Corporation, the aggregate cost incurred by the Corporation on account with all service providers who provide any of the Services under a bulk billing arrangement (the "Bulk Billing Cost") shall not constitute or be construed as a common expense, but the Corporation shall divide the Bulk Billing Cost into equal shares among the Suites that receive any of the Services under a bulk billing arrangement and charge one equal share back to each of those Suites, and may recover the equal share from the owner of that Suite in the same manner as common expenses."

FOR OFFICE USE ONLY

AT 3736821
CERTIFICATE OF RECEIPT
RÉCÉPISSÉ
TORONTO (66)

NOV 10 2014 10:04
Jeff Hill
LAND REGISTRAR

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

(3) Property Identifier(s) **76410-0001 to 76410-0478 (inclusive)** Block Property Additional: See Schedule

(4) Nature of Document **BY-LAW NO. 1**

(5) Consideration
Dollars \$

(6) Description
All Units and Common elements comprising the property included in Toronto Standard Condominium Plan No. 2410
The Land Titles Division of the Toronto Registry Office (No. 66)

New Property Identifiers Additional: See Schedule

Executions Additional: See Schedule

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

(8) This Document provides as follows:

SEE BY-LAW AND CERTIFICATE ATTACHED.

Continued on Schedule

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

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

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2410

Signature(s)

David M. Kutner

Date of Signature
Y M D

2014 11 07

Per: **David M. Kutner**
Solicitor for the Declarant

(11) Address for Service

2811 Dufferin Street, Downsview, Ontario M6B 3R9

(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

30 Old Mill Road
Toronto, Ontario

(15) Document Prepared by:

David M. Kutner
Minden Gross LLP
Suite 2200
145 King Street West
Toronto, ON M5H 4G2
M5H 4G2

FOR OFFICE USE ONLY

Fees and Tax

Registration Fee	70.00
Total	70.00

**TORONTO STANDARD
CONDOMINIUM CORPORATION NO. 2410**

BY-LAW NO. ONE

BE IT ENACTED as a by-law of Toronto Standard Condominium Corporation No. 2410 (hereinafter referred to as the "**Corporation**") as follows:

ARTICLE I - DEFINITIONS

The terms 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**"), shall have ascribed to them the meanings set out in the Act.

ARTICLE II - SEAL

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) and such a document has the same effect for all purposes as if executed under seal.

ARTICLE III - RECORDS

The Corporation shall maintain the following records (hereinafter called the "**Records**"):

3.1 Records and Time Requirements

- 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) the seal of the Corporation.
- e) copies of all agreements entered into by the Corporation or the Declarant or the Declarant's representatives on behalf of the Corporation, including management contracts, deeds, leases, licences, easements and any agreements entered into pursuant to Section 98 of the Act.
- f) copies of all policies of insurance and the related certificates or memoranda of insurance and all insurance trust agreements.
- g) bills of sale or transfers for all items that are assets of the Corporation but not part of the property.
- h) the names and addresses for services of each owner and mortgagee that the Corporation receives from owners and mortgagees in writing in accordance with subsection 47(1) of the Act.
- i) notices received from an owner that his/her unit has 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.
- j) notice received from an owner that a lease of the owner's unit has terminated and was not renewed pursuant to subsection 83(2) of the Act.
- k) all records that the Corporation has related to the units or to employees of the Corporation.
- l) the 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.
- m) the as-built architectural, structural, engineering, mechanical, electrical and plumbing plans.
- n) the as-built specifications indicating all substantive changes, if any, from the original specifications.
- o) all existing plans for underground site services, site grading, drainage and landscaping and television, radio or other communication services.

- p) all other existing plans and information that are relevant to the repair or maintenance of the property.
- q) if the property of the Corporation is subject to the *Ontario New Home Warranties Plan Act* an executed copy of Form 3 of Ontario Regulation 49/01 and a copy of all final reports on inspections that the Tarion Warranty Program requires to be carried out on the common elements.
- r) a table setting out the responsibilities for repair after damage and maintenance and indicating whether the Corporation or the owners are responsible.
- s) all reserve fund studies and plans to increase the reserve fund.
- t) a copy of the most current disclosure statement delivered to a purchaser prior the turnover meeting.
- u) a copy of the written performance audit report received by the Corporation.
- v) any report the Corporation receives from an inspector pursuant to Section 130 of the Act.
- w) a copy of all status certificates issued within the previous ten (10) years.
- x) a copy of all notices sent on behalf of the Corporation within the previous ten (10) years.
- y) proxies, for not more than ninety (90) days from the date of the meeting at which the proxies were utilized.

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) leases or licenses of any part of the common elements, except any part specified by the Declaration to be used by the owners of one or more designated units and not by all the owners, and on such terms and conditions as deemed appropriate by it;
 - (v) grants or transfers of easements or licenses through the common elements;
 - (vi) releases of easements that are part of the common elements; and
 - (vii) any other agreements which may be permitted by the Act and the Declaration and which are deemed advisable, desirable or necessary by the Board;
- (e) the authority to object to assessments under the *Assessment Act* on behalf of owners if it gives notice of the objections to the owners and to authorize the defraying of costs of objections out of the common expenses;
- (f) the borrowing of such amounts in any fiscal year as the board determines are necessary or desirable in order to protect, maintain, preserve or ensure the due and continued operation of the property in accordance with the Act, Declaration and by-laws of the Corporation and the securing of any loan of any amount by mortgage, pledge or charge of any asset (other than the reserve fund) of the Corporation, subject in each case to approval of each such borrowing, loan or security by a majority vote of the owners at a meeting duly called for that purpose or as required by the Act, provided however, the board may maintain over draft protection, in its general account, in an amount not exceeding one-twelfth (1/12) of the Corporation's current budget without approval of the Owners.

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. No more than fifteen (15) months shall elapse between the dates of two successive annual general meetings.

5.2 Special Meeting:

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.

5.3 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 each owner and mortgagee entitled to vote and entered on the record twenty (20) days before the date of the meeting in accordance with Section 47(7) 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.

5.4 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 photocopying.

5.5 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 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.

5.6 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.

5.7 Right to Vote:

Subject to the restrictions in paragraphs 5.10 and 5.12 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.

5.8 Conduct of Meetings and Method of Voting:

At any general or special meeting, the president of the Corporation (or to whomever he 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, 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.

5.9 Representatives:

An executor, administrator, committee of a mentally incompetent person, guardian or trustee (and where a corporation acts in such capacity any person duly appointed a proxy 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. If there be more than one executor, administrator, committee, guardian or trustee, the provisions of paragraph 10 of this Article V shall apply.

5.10 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 Units shall decide how the vote is exercised.

5.11 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.

5.12 Entitlement to Vote:

Unless the requirements in connection with the specific matter upon which the vote is being taken stipulate that the resolution or motion as the case may be must be passed by one hundred (100%) per cent of the unit owners, no owner is entitled to vote at any meeting if any contributions for common expenses payable in respect of his unit are in arrears for more than thirty (30) days prior to the meeting, provided, the Owner's right to vote shall be reinstated if the Corporation receives payment by certified funds of the arrears and all other costs and expenses owing before the meeting is held.

5.13 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 Owner or his attorney authorized in writing, and shall be for a particular meeting. The instrument appointing a proxy shall be deposited with the Secretary prior to the start of the meeting.

ARTICLE VI - BOARD OF DIRECTORS

6.1 The Corporation:

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

6.2 Number of Directors and Quorum:

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

6.3 Qualifications:

Each director shall 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, two (2) directors shall be elected to hold office for a term of one year; two (2) directors shall be elected to hold office for a term of two years and one (1) director shall be elected to hold office for a term of three years. At such election, the director receiving the greatest number of votes shall hold office for the longest term, and the directors receiving the next greatest number of votes shall hold office for the next longest term. 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 directors may be held by teleconference or another form of communication system that allows the directors to participate concurrently if all directors of the Corporation consent thereto.

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 meeting of owners at which the directors of such Board were elected, provided a quorum of directors be present.

6.11 Conflict of Interest:

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

6.12 Protection of Directors and Officers:

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

6.13 Indemnity of Directors and Officers:

Subject to the provisions of the Act, every director and officer of the Corporation and their respective heirs, executors, administrators and other legal personal representatives shall at all times be indemnified and saved harmless out of the funds of the Corporation from and against:

- (a) any liability and all costs, charges and expenses whatsoever which such director or officer sustains or incurs in respect of any action, suit or proceeding which is brought, commenced or prosecuted against him/her for or in respect of any act, deed, matter or thing whatsoever made, done, omitted to do, or permitted by him/her in connection with the execution of the duties of his/her office; and
- (b) all other costs, charges and expenses which such director or officer properly sustains or incurs in respect of the affairs of the Corporation, except for dishonest or fraudulent act or acts;

provided that:

- (i) no director or officer of the Corporation shall be indemnified by the Corporation in respect of any liability, costs charges or expenses that he sustains or incurs in or about any action, suit or other proceeding as a result of which he is adjudged to be in breach of the duty to act honestly and in good faith;
- (ii) the Corporation is advised of any such action, suit or other proceeding, or cost, charge or expense, forthwith after the director or officer receives notice thereof; and
- (iii) the Corporation is given the right to join in the defense of the 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.

ARTICLE VII - OFFICERS

7.1 Elected Officers:

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

7.2 Other Elections and Appointments:

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

7.3 Term of Office:

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

7.4 President:

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

7.5 Vice-President:

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

7.6 General Manager:

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

7.7 Secretary:

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

7.8 Treasurer:

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

7.9 Other Officers:

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

7.10 Agents and Attorneys:

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

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:

Deeds, transfers, assignments, contracts and obligations on behalf of the Corporation may be signed by any two (2) directors. Any contract or obligation within the scope of any Management Agreement entered into by the Corporation may be executed on behalf of the Corporation in accordance with the provisions of such Management Agreement. Notwithstanding any provisions to the contrary contained in the by-laws of the Corporation, the Board may at any time and from time to time direct the manner in which, and the person or persons by whom, any particular deed, transfer, contract or obligation or any class of deeds, transfer, contracts or obligations of the Corporation may or shall be signed.

8.3 Execution of Status Certificates:

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

ARTICLE IX - FINANCIAL YEAR END

9.1 Financial Year End:

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

ARTICLE X - NOTICE

10.1 Method of Giving Notice by the Corporation:

Subject to the provisions of the Act any notice, communication or other document, including budgets and notices of assessments required to be given or delivered by the Corporation shall be sufficiently given if delivered personally to the person to whom it is to be given, or if delivered to the address noted in the Record, or if mailed by prepaid ordinary mail or air mail in a sealed envelope addressed to such person at such address, or sent by facsimile transmission, electronic mail or any other method of electronic communication if the person agrees in writing that the party giving the notice may give the notice in this manner, or delivered at the person's unit or at the mail box for the unit, unless the person giving the notice has been advised in writing by the person that delivery is not to be effected in this manner or the address for service on the record of the Corporation is not the address of the unit of the person. Such notice, communication or document shall be deemed to have been given when it is delivered personally or delivered to the address aforesaid; provided that a notice, communication or document so mailed shall be deemed to have been given on the day it is deposited in a post office or public letter box in Ontario.

10.2 Notice to the Board or Corporation:

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

10.3 Omissions and Errors:

The accidental omission to give any notice to anyone entitled thereto or the non-receipt of such notice or any error in any notice not affecting the substance thereof shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise founded thereon.

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 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 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.

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 pursuant to Section 49 of the Act.

12.3 Insurance Deductible:

In accordance with subsection 105(3) of the Act, where an owner, a lessee of an owner or a person residing in the owner's unit with the permission or knowledge of the owner, through an act or omission causes damage to the owner's unit and/or to any portion of the common elements or to any other units, then the owner of such unit shall be responsible for the aggregate cost of repairing all of the damage so incurred, up to a maximum of the insurance deductible maintained by the corporation with respect to its insurance policies from time to time and said amount shall be added to the common expenses payable for the owner's unit.

ARTICLE XIII - MISCELLANEOUS

13.1 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.

13.2 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.

13.3 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.

13.4 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.

13.5 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.

13.6 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 30th day of October, 2014.


**TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 2410**


Per: 
Name: Mark Mandelbaum
Title: President

I/We have authority to bind the Corporation.

The undersigned which owns 100% of the units, hereby confirms, pursuant to the provisions of the Condominium Act, 1998, the foregoing by-law No. 1 as by-law No. 1 of the Corporation.

**THE RIVERHOUSE AT THE OLD MILL
LIMITED**

Per: 
Mark Mandelbaum, A.S.O.

Per: 
Barry Fenton, A.S.O.

We have authority to bind the Corporation.

CERTIFICATE IN RESPECT OF A BY-LAW

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2410 (known as the "Corporation") certifies that:

1. The copy of the 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 30th day of October, 2014.

**TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 2410**

Per: _____



Name: Mark Mandelbaum

Title: President

I have authority to bind the Corporation.

Schedule "A"

**TORONTO STANDARD
CONDOMINIUM CORPORATION NO. 2410**

BY-LAW NO. ONE

BE IT ENACTED as a by-law of Toronto Standard Condominium Corporation No. 2410 (hereinafter referred to as the "Corporation") as follows:

ARTICLE I - DEFINITIONS

The terms 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"), shall have ascribed to them the meanings set out in the Act.

ARTICLE II - SEAL

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) and such a document has the same effect for all purposes as if executed under seal.

ARTICLE III - RECORDS

The Corporation shall maintain the following records (hereinafter called the "Records"):

- 3.1 **Records and Time Requirements**
- 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) the seal of the Corporation.
 - e) copies of all agreements entered into by the Corporation or the Declarant or the Declarant's representatives on behalf of the Corporation, including management contracts, deeds, leases, licences, easements and any agreements entered into pursuant to Section 98 of the Act.
 - f) copies of all policies of insurance and the related certificates or memoranda of insurance and all insurance trust agreements.
 - g) bills of sale or transfers for all items that are assets of the Corporation but not part of the property.
 - h) the names and addresses for services of each owner and mortgagee that the Corporation receives from owners and mortgagees in writing in accordance with subsection 47(1) of the Act.
 - i) notices received from an owner that his/her unit has 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.
 - j) notice received from an owner that a lease of the owner's unit has terminated and was not renewed pursuant to subsection 83(2) of the Act.
 - k) all records that the Corporation has related to the units or to employees of the Corporation.
 - l) the 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.
 - m) the as-built architectural, structural, engineering, mechanical, electrical and plumbing plans.
 - n) the as-built specifications indicating all substantive changes, if any, from the original specifications.
 - o) all existing plans for underground site services, site grading, drainage and landscaping and television, radio or other communication services.

- p) all other existing plans and information that are relevant to the repair or maintenance of the property.
- q) if the property of the Corporation is subject to the *Ontario New Home Warranties Plan Act* an executed copy of Form 3 of Ontario Regulation 49/01 and a copy of all final reports on inspections that the Tarion Warranty Program requires to be carried out on the common elements.
- r) a table setting out the responsibilities for repair after damage and maintenance and indicating whether the Corporation or the owners are responsible.
- s) all reserve fund studies and plans to increase the reserve fund.
- t) a copy of the most current disclosure statement delivered to a purchaser prior the turnover meeting.
- u) a copy of the written performance audit report received by the Corporation.
- v) any report the Corporation receives from an inspector pursuant to Section 130 of the Act.
- w) a copy of all status certificates issued within the previous ten (10) years.
- x) a copy of all notices sent on behalf of the Corporation within the previous ten (10) years.
- y) proxies, for not more than ninety (90) days from the date of the meeting at which the proxies were utilized.

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) leases or licenses of any part of the common elements, except any part specified by the Declaration to be used by the owners of one or more designated units and not by all the owners, and on such terms and conditions as deemed appropriate by it;
 - (v) grants or transfers of easements or licenses through the common elements;
 - (vi) releases of easements that are part of the common elements; and
 - (vii) any other agreements which may be permitted by the Act and the Declaration and which are deemed advisable, desirable or necessary by the Board;
- (e) the authority to object to assessments under the *Assessment Act* on behalf of owners if it gives notice of the objections to the owners and to authorize the defraying of costs of objections out of the common expenses;
- (f) the borrowing of such amounts in any fiscal year as the board determines are necessary or desirable in order to protect, maintain, preserve or ensure the due and continued operation of the property in accordance with the Act, Declaration and by-laws of the Corporation and the securing of any loan of any amount by mortgage, pledge or charge of any asset (other than the reserve fund) of the Corporation, subject in each case to approval of each such borrowing, loan or security by a majority vote of the owners at a meeting duly called for that purpose or as required by the Act, provided however, the board may maintain over draft protection, in its general account, in an amount not exceeding one-twelfth (1/12) of the Corporation's current budget without approval of the Owners.

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. No more than fifteen (15) months shall elapse between the dates of two successive annual general meetings.

5.2 Special Meeting:

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.

5.3 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 each owner and mortgagee entitled to vote and entered on the record twenty (20) days before the date of the meeting in accordance with Section 47(7) 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.

5.4 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 photocopying.

5.5 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 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.

5.6 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.

5.7 Right to Vote:

Subject to the restrictions in paragraphs 5.10 and 5.12 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.

5.8 Conduct of Meetings and Method of Voting:

At any general or special meeting, the president of the Corporation (or to whomever he 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, 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.

5.9 Representatives:

An executor, administrator, committee of a mentally incompetent person, guardian or trustee (and where a corporation acts in such capacity any person duly appointed a proxy 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. If there be more than one executor, administrator, committee, guardian or trustee, the provisions of paragraph 10 of this Article V shall apply.

5.10 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 Units shall decide how the vote is exercised.

5.11 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.

5.12 Entitlement to Vote:

Unless the requirements in connection with the specific matter upon which the vote is being taken stipulate that the resolution or motion as the case may be must be passed by one hundred (100%) per cent of the unit owners, no owner is entitled to vote at any meeting if any contributions for common expenses payable in respect of his unit are in arrears for more than thirty (30) days prior to the meeting, provided, the Owner's right to vote shall be reinstated if the Corporation receives payment by certified funds of the arrears and all other costs and expenses owing before the meeting is held.

5.13 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 Owner or his attorney authorized in writing, and shall be for a particular meeting. The instrument appointing a proxy shall be deposited with the Secretary prior to the start of the meeting.

ARTICLE VI - BOARD OF DIRECTORS

6.1 The Corporation:

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

6.2 Number of Directors and Quorum:

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

6.3 Qualifications:

Each director shall 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, two (2) directors shall be elected to hold office for a term of one year; two (2) directors shall be elected to hold office for a term of two years and one (1) director shall be elected to hold office for a term of three years. At such election, the director receiving the greatest number of votes shall hold office for the longest term, and the directors receiving the next greatest number of votes shall hold office for the next longest term. 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 directors may be held by teleconference or another form of communication system that allows the directors to participate concurrently if all directors of the Corporation consent thereto.

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 meeting of owners at which the directors of such Board were elected, provided a quorum of directors be present.

6.11 Conflict of Interest:

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

6.12 Protection of Directors and Officers:

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

6.13 Indemnity of Directors and Officers:

Subject to the provisions of the Act, every director and officer of the Corporation and their respective heirs, executors, administrators and other legal personal representatives shall at all times be indemnified and saved harmless out of the funds of the Corporation from and against:

- (a) any liability and all costs, charges and expenses whatsoever which such director or officer sustains or incurs in respect of any action, suit or proceeding which is brought, commenced or prosecuted against him/her for or in respect of any act, deed, matter or thing whatsoever made, done, omitted to do, or permitted by him/her in connection with the execution of the duties of his/her office; and
- (b) all other costs, charges and expenses which such director or officer properly sustains or incurs in respect of the affairs of the Corporation, except for dishonest or fraudulent act or acts;

provided that:

- (i) no director or officer of the Corporation shall be indemnified by the Corporation in respect of any liability, costs charges or expenses that he sustains or incurs in or about any action, suit or other proceeding as a result of which he is adjudged to be in breach of the duty to act honestly and in good faith;
- (ii) the Corporation is advised of any such action, suit or other proceeding, or cost, charge or expense, forthwith after the director or officer receives notice thereof; and
- (iii) the Corporation is given the right to join in the defense of the 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.

ARTICLE VII - OFFICERS

7.1 Elected Officers:

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

7.2 Other Elections and Appointments:

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

7.3 Term of Office:

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

7.4 President:

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

7.5 Vice-President:

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

7.6 General Manager:

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

7.7 Secretary:

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

7.8 Treasurer:

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

7.9 Other Officers:

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

7.10 Agents and Attorneys:

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

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:

Deeds, transfers, assignments, contracts and obligations on behalf of the Corporation may be signed by any two (2) directors. Any contract or obligation within the scope of any Management Agreement entered into by the Corporation may be executed on behalf of the Corporation in accordance with the provisions of such Management Agreement. Notwithstanding any provisions to the contrary contained in the by-laws of the Corporation, the Board may at any time and from time to time direct the manner in which, and the person or persons by whom, any particular deed, transfer, contract or obligation or any class of deeds, transfer, contracts or obligations of the Corporation may or shall be signed.

8.3 Execution of Status Certificates:

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

ARTICLE IX - FINANCIAL YEAR END

9.1 Financial Year End:

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

ARTICLE X - NOTICE

10.1 Method of Giving Notice by the Corporation:

Subject to the provisions of the Act any notice, communication or other document, including budgets and notices of assessments required to be given or delivered by the Corporation shall be sufficiently given if delivered personally to the person to whom it is to be given, or if delivered to the address noted in the Record, or if mailed by prepaid ordinary mail or air mail in a sealed envelope addressed to such person at such address, or sent by facsimile transmission, electronic mail or any other method of electronic communication if the person agrees in writing that the party giving the notice may give the notice in this manner, or delivered at the person's unit or at the mail box for the unit, unless the person giving the notice has been advised in writing by the person that delivery is not to be effected in this manner or the address for service on the record of the Corporation is not the address of the unit of the person. Such notice, communication or document shall be deemed to have been given when it is delivered personally or delivered to the address aforesaid; provided that a notice, communication or document so mailed shall be deemed to have been given on the day it is deposited in a post office or public letter box in Ontario.

10.2 Notice to the Board or Corporation:

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

10.3 Omissions and Errors:

The accidental omission to give any notice to anyone entitled thereto or the non-receipt of such notice or any error in any notice not affecting the substance thereof shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise founded thereon.

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 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 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.

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 pursuant to Section 49 of the Act.

12.3 Insurance Deductible:

In accordance with subsection 105(3) of the Act, where an owner, a lessee of an owner or a person residing in the owner's unit with the permission or knowledge of the owner, through an act or omission causes damage to the owner's unit and/or to any portion of the common elements or to any other units, then the owner of such unit shall be responsible for the aggregate cost of repairing all of the damage so incurred, up to a maximum of the insurance deductible maintained by the corporation with respect to its insurance policies from time to time and said amount shall be added to the common expenses payable for the owner's unit.

ARTICLE XIII - MISCELLANEOUS

13.1 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.

13.2 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.

13.3 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.

13.4 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.

13.5 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.

13.6 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 30th day of October, 2014.

**TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 2410**

Per: 

Name: Mark Mandelbaum

Title: President

I/We have authority to bind the Corporation.

The undersigned which owns 100% of the units, hereby confirms, pursuant to the provisions of the Condominium Act, 1998, the foregoing by-law No. 1 as by-law No. 1 of the Corporation.

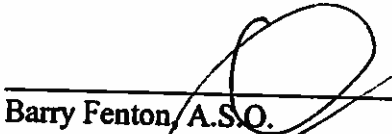
**THE RIVERHOUSE AT THE OLD MILL
LIMITED**

Per:



Mark Mandelbaum, A.S.O.

Per:



Barry Fenton, A.S.O.

We have authority to bind the Corporation.

<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 4107677</p> <p style="text-align: center;">CERTIFICATE OF RECEIPT RÉCÉPISSÉ TORONTO (66)</p> <p style="text-align: center; font-size: large;">JAN 04 2016 09:11</p> <p style="text-align: center; font-size: large;">LAND REGISTRAR</p> <p style="font-size: small;">New Property Identifiers Additional: See Schedule <input type="checkbox"/></p> <p style="font-size: small;">Executions Additional: See Schedule <input type="checkbox"/></p>	<p>(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/> (2) Page 1 of 4 pages</p>	<p>(3) Property Identifier(s) Block 76410 Property 0001 Additional: See Schedule <input checked="" type="checkbox"/></p> <p style="text-align: center; font-weight: bold;">76410 0478, inclusive</p>
	<p>(4) Nature of Document Condominium Bylaw No. 2 (Condominium Act 1998)</p>	
	<p>(5) Consideration</p> <p style="text-align: right;">Dollars \$</p>	
	<p>(6) Description All Units and common elements comprising the property included in Toronto Standard Condominium Plan No. 2410 together with its appurtenant common interest 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 type="checkbox"/></p>	
	<p>(8) This Document provides as follows: SEE CERTIFICATE AND BY-LAW NO. 2 ATTACHED.</p> <p style="text-align: right; font-size: small;">Continued on Schedule <input type="checkbox"/></p>	

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

<p>(10) Party(ies) (Set out Status or Interest) Name(s)</p> <p>TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2410</p> <p>by its solicitors, Deacon Spears Fedson + Montizambert</p>	<p>Signature(s)</p> <p>Per: <i>M O'Connor</i></p> <p>Mark Willis-O'Connor</p>	<p>Date of Signature Y M D</p> <p>2015 12 21</p>
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(11) Address for Service **30 Old Mill Road, Toronto, Ontario M8X 0A5**

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

(13) Address for Service

<p>(14) Municipal Address of Property</p> <p>MULTIPLE</p>	<p>(15) Document Prepared by:</p> <p style="text-align: right;">condo by-laws</p> <p>Deacon, Spears, Fedson + Montizambert 2900 - 2300 Yonge Street P.O. Box 2384 Toronto, ON M4P 1E4</p>	<p style="text-align: center; font-weight: bold;">Fees and Tax</p> <table border="1" style="width:100%; border-collapse: collapse;"> <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> </td> <td> </td> </tr> <tr> <td style="text-align: right;">Total</td> <td> </td> </tr> </table>	Registration Fee								Total	
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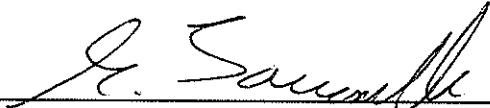
**CERTIFICATE IN RESPECT OF A BY-LAW
(UNDER SUBSECTION 38 (1) OF ONTARIO REGULATION 49/01 AND SUBSECTION 56 (9)
OF THE CONDOMINIUM ACT, 1998)**

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2410 (known as the "Corporation") certifies that:

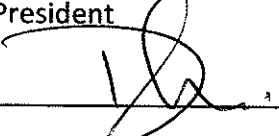
1. The copy of By-law Number 2, attached as Schedule A, is a true copy of the By-law.
2. The By-law was made in accordance with the *Condominium Act, 1998*.
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

DATED this 17 day of December, 2015.

Toronto Standard Condominium Corporation No. 2410



Name: Emilio Tacconelli
Title: President



Name: Douglas Porter
Title: Secretary

"We have the authority to bind the Corporation"

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2410

BY-LAW NO. 2

A By-Law to establish "directors' qualifications"

WHEREAS Section 56(1)(a) of the *Condominium Act, 1998* (the "Act") provides that the Board of Directors of Toronto Standard Condominium Corporation No. 2410 ("the Corporation") may pass a by-law to govern the qualification and election of directors;

AND WHEREAS the elected directors are responsible for the operation, policy and administration of the Corporation and the Property, and in order to carry out those duties effectively must meet on a regular basis;

AND WHEREAS day-to-day awareness of building issues and the ability to attend meetings are greatly enhanced by residency in the building;

AND WHEREAS more than 50% of the units are owned by residents at the time this by-law is passed;

AND WHEREAS in Article 6.2 of By-law No. 1, the Corporation establishes the number of directors as five, of whom three shall constitute a quorum for the transaction of business at any meeting of the board;

BE IT ENACTED as a by-law of the Corporation, as follows:

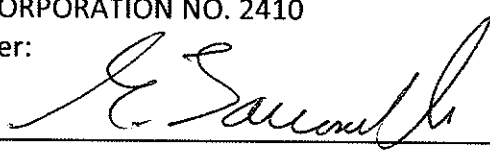
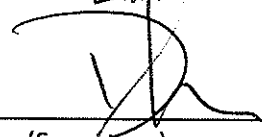
1. At all times at least three (3) of the directors must each be a resident owner of a unit in the Corporation. If such a director becomes a non-resident owner which results in the number of resident owner directors falling to two or fewer, then the new non-resident owner shall no longer be qualified to continue as director, and the vacancy created by the disqualification may only be filled by appointment or election in accordance with paragraph 6.04 of By-Law No. 1 of a qualified resident of a unit in the Corporation.

2. The election process at a meeting of owners shall be carried out in the discretion of the meeting chair in such a manner that ensures that upon completion of the election process, the composition of the board of directors shall include at least three (3) directors qualifying as resident owners of units in the Corporation.

3. No person shall be nominated, elected or appointed as a director if:
- the person is an undischarged bankrupt or incapable of managing property within the meaning of the *Substitute Decisions Act*;
 - the person or his/her spouse or common law partner, is a party to any litigation, mediation and/or arbitration proceedings against the Corporation;
 - the person is a spouse or common law partner of a director or a co-owner of a unit in the corporation with a director.
4. A director immediately ceases to be a director if:
- the person becomes an undischarged bankrupt or incapable of managing property within the meaning of the *Substitute Decisions Act*;
 - a certificate of lien has been registered against a unit owned by the person and the person does not obtain a discharge of the lien within 90 days of the registration of the lien;
 - the director misses three (3) consecutive Board meetings or a total of six (6) meetings in any fiscal year, including the Annual General Meeting, commencing at the date of the Annual General Meeting and is unable to provide an explanation for his/her absence that is satisfactory to the Board, acting reasonably;
 - the director becomes a party to any litigation, mediation and/or arbitration proceeding against the Corporation;
 - the director becomes the spouse or common law partner of a director or a co-owner of a unit in the Corporation with a director.

The foregoing By-Law is hereby passed by the Directors and confirmed by the owners pursuant to the Act.

DATED at the City of Toronto, this 17 day of December, 2015

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2410
 Per: 
 (President)
 Print Name: Emilio Tacconelli

 (Secretary)
 Print Name: Douglas Porter

"We have authority to bind the Corporation"

<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 410 76 78</p> <p style="text-align: center;">CERTIFICATE OF RECEIPT RÉCÉPISSÉ TORONTO (66)</p> <p style="text-align: center; font-size: large;">JAN 04 2015 09:11</p> <p style="text-align: center; font-size: large;">LAND REGISTRAR</p> <p style="font-size: small;">New Property Identifiers Additional: See Schedule <input type="checkbox"/></p> <p style="font-size: small;">Executions Additional: See Schedule <input type="checkbox"/></p>	<p>(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/></p>	<p>(2) Page 1 of 7 pages</p>	
	<p>(3) Property Identifier(s) Additional: See Schedule <input checked="" type="checkbox"/></p> <p style="text-align: center;">Block 76410 Property 0001 76410 0478, inclusive</p>		
	<p>(4) Nature of Document Condominium Bylaw No. 3 (Condominium Act 1998)</p>		
	<p>(5) Consideration Dollars \$</p>		
	<p>(6) Description All Units and common elements comprising the property included in Toronto Standard Condominium Plan No. 2410 together with its appurtenant common interest City of Toronto Land Titles Division of the Toronto Registry Office (No. 66)</p>		
	<p>(7) This Document Contains Additional: See Schedule <input type="checkbox"/></p> <p style="font-size: small;">(a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input type="checkbox"/></p>		

(8) This Document provides as follows:

SEE CERTIFICATE AND BY-LAW NO. 3 ATTACHED.

Continued on Schedule

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

<p>(10) Party(ies) (Set out Status or Interest) Name(s)</p> <p>TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2410</p> <p>by its solicitors, Deacon Spears Fedson + Montizambert</p>	<p>Signature(s)</p> <p>Per: <i>Mark Willis-O'Connor</i></p> <p>Mark Willis-O'Connor</p>	<p>Date of Signature Y M D</p> <p>2015 12 31</p>
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(11) Address for Service **30 Old Mill Road, Toronto, Ontario M8X 0A5**

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

(13) Address for Service

<p>(14) Municipal Address of Property</p> <p>MULTIPLE</p>	<p>(15) Document Prepared by:</p> <p style="text-align: right;">condo by-laws</p> <p>Deacon, Spears, Fedson + Montizambert 2900 - 2300 Yonge Street P.O. Box 2384 Toronto, ON M4P 1E4</p>	<p style="writing-mode: vertical-rl; transform: rotate(180deg); font-size: small;">FOR OFFICE USE ONLY</p> <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> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td style="font-size: small;">Total</td> <td> </td> </tr> </table>	Fees and Tax		Registration Fee						Total	
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**CERTIFICATE IN RESPECT OF A BY-LAW
(UNDER SUBSECTION 38 (1) OF ONTARIO REGULATION 49/01 AND SUBSECTION 56 (9)
OF THE CONDOMINIUM ACT, 1998)**

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2410 (known as the "Corporation") certifies that:


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

DATED this 17 day of December, 2015.

Toronto Standard Condominium Corporation No. 2410



Name: Emilio Tacconelli
Title: President



Name: Douglas Porter
Title: Secretary

"We have the authority to bind the Corporation"

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2410

BY-LAW NO. 3

A By-Law to establish a "standard unit"

WHEREAS Section 56(1)(h) of the *Condominium Act, 1998*, (the "Act") provides that the Board of Directors of Toronto Standard Condominium Corporation No. 2410 ("the Corporation") may pass a by-law establishing what constitutes a standard unit for each class of units specified in the by-law for the purpose of determining the responsibility for repair of improvements after damage and insuring them;

AND WHEREAS it is desirable for the Board to enact such a by-law to clarify the responsibilities and obligations of the unit owner and the Corporation with respect to repair to such improvements to the unit;

AND WHEREAS the unit owner shall remain responsible for the maintenance, repair and replacement of the unit, as defined in Schedule "C" to the Declaration, and for maintaining, repairing, replacing and insuring any improvements or betterments to the unit;

AND WHEREAS an "improvement" is defined to be, for the purposes of this by-law, any change made to the "as built" condition of the unit when completed by the Declarant including any extras or upgrades to the "builders grade" fixtures and fittings paid for by the original unit owner, and as more specifically set out below;

BE IT ENACTED as a by-law of the Corporation, as follows:

1. **Purpose:** The purpose of this by-law is only for the determination of what constitute the components of a standard unit for each class of unit within this condominium plan pursuant to Section 56(1)(h) of the Act for the purpose of determining the responsibility for repairing unit improvements after damage and insuring them, pursuant to subsections 56(1)(h), 89(2)-(4), 99(4)-(6) of the Act. Schedule "A" attached hereto forms an integral part of this by-law. For the purposes of this by-law, all units at the Corporation, except the Commercial Parking Units, the Parking Units, and the Locker Units, shall be deemed to be of one class.

2. **Residential Unit Class:** For the purposes of this by-law the standard unit for all "Residential Units", as identified by the Corporation's declaration registered as Instrument Number AT3703938, shall consist of those items as listed in Schedule "A" attached hereto (the "**Residential Unit Class – Standard Unit**") subject to the following provisions:

- a. Any of the material set out in Schedule "A" may be replaced with a material that is of similar or better quality and finish, should the original material not be available for any reason. Should a dispute arise with respect to same, the final and unfettered determination shall be made by the board of directors.
 - b. All material set out in Schedule "A" is standard builder's grade in quality, unless specifically stated otherwise. Should a dispute/disagreement arise over the manufacturer, quality, colour, texture, dimension, and/or finish of any item set out in Schedule "A", the final and unfettered determination of same shall be made by the board of directors, and,
 - c. The Residential Unit Class – Standard Unit shall not include any flooring material (unless otherwise specifically provided for in Schedule "A") and/or any light fixtures of any kind (unless otherwise specifically provided for in Schedule "A").
3. **Improvement:** Anything not specifically included as part of the Residential Unit Class – Standard Unit (as listed in Schedule "A" herein) excluding any and all common elements as defined by the declaration, shall be deemed to be an improvement made to a unit, as that term is defined by sections 89 and 99 of the Act.
 4. **Insurance, Repair, Maintenance and Servicing:** Unit owners shall be responsible to maintain and repair all improvements and should insure all improvements with the customary coverage provided to condominium unit owners and as may be required or recommended by the Corporation's declaration. Although the Corporation need not be provided with a copy of a unit owner's policy of insurance, with respect to the improvements, the Corporation may request in writing from a unit owner, and the unit owner shall provide, sufficient evidence of the unit owner's insurance. The unit owner shall provide the requisite information to the Corporation within 10 days of receipt of such a request. Any repairs, maintenance, and/or servicing to be conducted by a unit owner to their respective unit, shall only be performed by an accredited professional.
 5. **Severability:** Each of the provisions of this by-law shall be deemed to be independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity or enforceability of the remainder of this by-law.
 6. **Gender:** The use of the masculine gender in this by-law shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include plural wherever the context so requires.

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

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

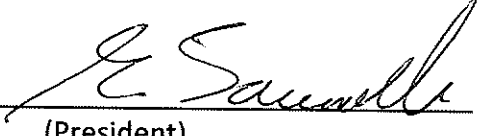
- 9. **Statutory References:** Any references to a section or sections of the Act in this by-law (or any by-laws or rules hereafter enacted by the Corporation) shall be read and construed as a reference to the identical or similarly appropriate section or sections (as the case may be) of any successor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

- 10. 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 (including but not limited to, with respect to altering original fixtures and fittings), 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 paragraph shall be deemed to be additional contributions toward common expenses payable by such Owner and shall be recoverable as such.


The foregoing By-Law is hereby passed by the Directors and confirmed by the owners pursuant to the Act.

DATED at the City of Toronto, this 17 day of December, 2015

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2410

Per: 

(President)
Print Name: Emilio Tacconelli



(Secretary)
Print Name: Douglas Porter

"We have authority to bind the Corporation"

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2410

**BY-LAW NO. 3
STANDARD UNIT BY-LAW
SCHEDULE A**

SUITE FINISHES

- Individually controlled heat pump heating and cooling system
- Solid core interior doors
- Smooth finished ceilings
- 5 ¼" baseboards
- Ceiling Heights (approximate excluding bulkhead areas)
 - 9'-0" ceilings for floors Ground to 9th
 - 10'-0" ceilings for floors 10th and 11th (penthouse floors)
- Coffered entry foyer

KITCHEN

- Designer cabinetry
- Double bowl stainless steel sink with single lever faucet and vegetable sprayer
- Designer overhead track lighting

MASTER ENSUITE BATHROOM

- Medicine cabinet
- Wall mounted lighting on mirror
- Marble vanity with ceramic undermount basin and single-lever faucet
- Soaker drop in tub with Kohler chrome faucets
- Kohler white plumbing fixtures
- Marble tiles on shower and tub walls
- Frameless glass shower enclosures
- Marble tile bath apron and surround
- Safety pressure-balancing valve in tub and shower
- Exterior vented exhaust fan
- Entry privacy lock

POWER ROOM

- Vanity
- Kohler fixtures and faucets
- Exterior vented exhaust fan
- Entry privacy lock

SECOND BATHROOM

- Safety pressure-balancing valve in shower
- White Kohler plumbing fixtures and Kohler faucets
- Glass shower door with chrome frame
- Ceramic tiles on shower walls
- Exterior vented exhaust fan
- Entry privacy lock

ELECTRICAL FEATURES

- Ceiling light outlets in dining room and bedroom(s)
- Cable television outlets in living room, den and master bedroom
- Telephone outlets in living room, den and bedroom(s)
- Service panel with circuit breaker
- Provisions for multimedia Internet direct access

NOTE

1. All materials noted above are standard builder's grade unless specifically stated otherwise. Should a dispute/disagreement arise over the manufacturer, quality, texture, dimension, and/or finish of any item set out above, the final and unfettered determination of same shall be reserved to the Board.

<p style="writing-mode: vertical-rl; transform: rotate(180deg); font-size: small;">FOR OFFICE USE ONLY</p> <p style="font-size: 24pt; font-weight: bold; margin-top: 20px;">AT 4107679</p> <p style="text-align: center;">CERTIFICATE OF RECEIPT RÉCÉPISSÉ TORONTO (66)</p> <p style="text-align: center; margin-top: 10px;">JAN 04 2016 09:11 <i>[Signature]</i> LAND REGISTRAR</p> <p style="font-size: small;">New Property Identifiers Additional: See Schedule <input type="checkbox"/></p> <p style="font-size: small;">Executions Additional: See Schedule <input type="checkbox"/></p>	<p>(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/></p>	<p>(2) Page 1 of 17 pages</p>
	<p>(3) Property Identifier(s) Block 76410 Property 0001</p> <p style="text-align: center; margin-left: 100px;">76410 0478, inclusive</p>	<p style="font-size: small;">Additional: See Schedule <input checked="" type="checkbox"/></p>
	<p>(4) Nature of Document Condominium Bylaw No. 4 (Condominium Act 1998)</p>	
	<p>(5) Consideration</p> <p style="text-align: right; font-size: small;">Dollars \$</p>	
	<p>(6) Description All Units and common elements comprising the property included in Toronto Standard Condominium Plan No. 2410 together with its appurtenant common interest 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 type="checkbox"/></p>	

(8) This Document provides as follows:

SEE CERTIFICATE AND BY-LAW NO. 4 ATTACHED.

Continued on Schedule

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

<p>(10) Party(ies) (Set out Status or Interest) Name(s)</p> <p>TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2410</p> <p>by its solicitors, Deacon Spears Fedson + Montizambert</p>	<p>Signature(s)</p> <p>Per: <i>[Signature]</i> Mark Willis-O'Connor</p>	<p>Date of Signature Y M D</p> <p>2015 12 31</p>
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(11) Address for Service **30 Old Mill Road, Toronto, Ontario M8X 0A5**

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

(13) Address for Service

<p>(14) Municipal Address of Property</p> <p>MULTIPLE</p>	<p>(15) Document Prepared by:</p> <p style="text-align: right; font-size: small;">condo by-laws</p> <p>Deacon, Spears, Fedson + Montizambert 2900 - 2300 Yonge Street P.O. Box 2384 Toronto, ON M4P 1E4</p>	<p style="writing-mode: vertical-rl; transform: rotate(180deg); font-size: x-small;">FOR OFFICE USE ONLY</p> <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: x-small;">Registration Fee</td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td style="font-weight: bold; font-size: small;">Total</td> <td> </td> </tr> </table>	Fees and Tax		Registration Fee								Total	
Fees and Tax														
Registration Fee														
Total														


**CERTIFICATE IN RESPECT OF A BY-LAW
(UNDER SUBSECTION 38 (1) OF ONTARIO REGULATION 49/01 AND SUBSECTION 56 (9)
OF THE CONDOMINIUM ACT, 1998)**

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2410 (known as the "Corporation") certifies that:

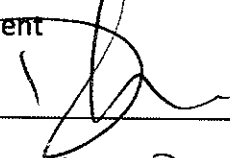
1. The copy of By-law Number 4, attached as Schedule A, is a true copy of the By-law.
2. The By-law was made in accordance with the *Condominium Act, 1998*.
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

DATED this 17 day of December, 2015.

Toronto Standard Condominium Corporation No. 2410



Name: Emilio Tacconelli
Title: President



Name: Douglas Porter
Title: Secretary

"We have the authority to bind the Corporation"

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2410

BY-LAW NO. 4

A By-law to establish the procedure with respect to the **mediation and arbitration** of disputes or disagreements between the corporation and the owners for the purposes of Section 125 or 132 of the *Condominium Act, 1998* (the "Act")

Be it enacted as a by-law of Toronto Standard Condominium Corporation No. 2410 (the "Corporation") as follows:

ARTICLE I – DEFINITIONS

- (i) The terms used herein shall have ascribed to them the definitions contained in the Act, as amended.
- (ii) The term "parties" as used herein shall refer to the parties to agreements described in Section 132 (2) of the Act and, with respect to disagreements concerning the declaration, the by-laws or rules, shall mean the Corporation and unit owners.

ARTICLE II – INITIAL NEGOTIATION OF DISPUTES

The parties agree to use their best efforts to resolve any disputes or matters which may arise between them in respect of disagreements concerning the matters referred to in Sections 132 (2), (3), and (4) of the Act and further agree that they shall resort to mediation and arbitration as provided for by Section 132 of the Act only if their best efforts to resolve such disputes fail.

ARTICLE III – PROCEDURE FOR MEDIATION

- (i) If the parties are unable to resolve the question or matter in dispute through good faith negotiations, the parties, on written notice by either party submitting the disagreement to mediation, shall select a mediator qualified by education and training to assist the parties in dealing with the particular question 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 disagreements submitted to mediation. The parties shall initially share equally in the costs of the mediator, however, if a settlement is obtained, 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 the parties with respect to the agreement 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.

- (ii) Subject always to the parties agreeing to any modifications thereto, the mediation shall be conducted generally in accordance with the rules of procedure attached hereto as Schedule "A".

ARTICLE IV- SELECTION OF MEDIATOR

Selection of a mediator for the purposes of subsection 132(1)(b)(i) of the Act occurs when:

- (a) all parties have signed a mediation agreement; and
- (b) the parties have paid the deposit required by the mediator.

ARTICLE V – ARBITRATION

- (i) The parties shall forthwith submit the disagreement or matter in dispute to arbitration under the *Arbitration Act, 1991*:
 - (a) Sixty (60) days after the parties submit the disagreement to mediation, if the parties have not selected a mediator or;
 - (b) Thirty (30) days after the mediator selected delivers a notice stating that the mediation has failed.
- (ii) Such arbitration shall be by a single arbitrator whose appointment is agreed upon by the parties, and the decision of the arbitrator shall be binding upon the parties, and no legal recourse shall be exercised by either party with respect to the question or matter in dispute until the arbitration has been completed.
- (iii) Notwithstanding that the decision of the arbitrator is binding, to the extent that a party fails to obtain compliance, that party shall be at liberty to apply to the Superior Court of Justice for a compliance order, pursuant to subsections 134(1) and (2) of the Act. With respect to disagreements between the corporation and unit owners relating to the Declaration, the By-laws or Rules (collectively referred to as the "Corporation's Rules"), it will be in the sole discretion of the Board of Directors, acting reasonably, to determine whether the unit owner has complied with the Corporation's Rules.

ARTICLE VI – PROCEDURE FOR ARBITRATION

- (i) The parties shall meet and attempt to appoint a single arbitrator whose education and training makes him or her well qualified to determine 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 an arbitrator who will serve as the sole

arbitrator to determine 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 other party shall proceed to resolve the dispute in accordance with the *Arbitration Act, 1991* (Ontario) and the parties agree that the arbitrator’s decision shall be binding and shall not be subject to appeal by either party other than on a question of law in accordance with Section 45 (2) of the *Arbitration Act, 1991* or pursuant to a specific ground for appeal or for setting aside the arbitrator’s award pursuant to Section 46 of the *Arbitration Act, 1991*.

- (ii) The decision and reasons of the arbitrator shall be made within thirty (30) days after the hearing of the question or matter in dispute, and the decision and reasons shall be drawn up in writing and signed by the arbitrator who shall also be entitled to award costs in the arbitration. The compensation and the 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 arbitration.
- (iii) Subject always to the parties agreeing to any modifications thereto, the arbitration shall be conducted generally in accordance with the rules of procedure, attached hereto as Schedule “B”, and also in accordance with the provisions of the *Arbitration Act, 1991* (Ontario).

ARTICLE VII – PRIVACY OF PROCEEDINGS

The proceedings governed by this by-law are intended to facilitate non-prejudicial alternate dispute resolution and as such, no person other than a party to the proceeding, his or her legal representative and the selected mediator/arbitrator shall be permitted to attend without the express consent of the parties.

ARTICLE VIII – MISCELLANEOUS

(i) **Invalidity**

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

(ii) **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.

SCHEDULE "A"

RULES OF PROCEDURE FOR THE CONDUCT OF MEDIATIONS

INTRODUCTION

Mediation is not arbitration. Mediation is the use, by disputing parties, of a neutral third party to facilitate their own resolution of their dispute.

MEDIATION AGREEMENT

The parties to a proposed mediation shall sign a mediation agreement stating that they have agreed:

- 1. to submit the dispute to mediation;
- 2. to try to resolve their dispute with the aid of the mediator; and
- 3. that these Rules shall apply to the mediation.

The mediation agreement shall contain a brief description of the nature of the dispute and shall enclose the text of any relevant mediation clause in any document.

CONDUCT OF THE MEDIATION

Each party to the mediation shall inform the mediator, of the following matters (where applicable):

- 1. What issues are in dispute and which matters, if any, have been agreed upon;
- 2. The identification of any documents, correspondence, books or records that the party wishes to produce to the other party and to the mediator in advance of the mediation;
- 3. Whether 'on site' inspections and/or interviews should, in the opinion of the party, be part of the mediation proceeding;
- 4. Whether any experts or consultants of the party will be attending the mediation.

Prior to the mediation, and by conference call, the mediator will advise the parties of the basis upon which the mediator's fee shall be calculated, secured and paid, including any deposit to be paid in advance. The mediator shall disclose any personal interest in the dispute, or any previous

3. The resolution particulars of any issues that have been resolved, and/or that the mediation has failed on some or all issues, as the case may be; and
4. The proportion of the mediator's fees and expenses to be paid by each party pursuant to the settlement or, if mediation failed, as specified in the notice stating the same.

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11

SCHEDULE "B"

RULES OF PROCEDURE FOR THE CONDUCT OF ARBITRATIONS

SITE OF ARBITRATION

The place of arbitration shall be Toronto, Ontario, or such other locale as the parties may agree, but the arbitrator or arbitral tribunal may meet at any other place they consider necessary for meetings to hear evidence or for the inspection of documents or property related to the issues in the dispute.

PRELIMINARY MEETING WITH THE ARBITRATOR

If the parties to the arbitration cannot agree between themselves as to the procedure for the arbitration, including the matters listed below, the parties to the arbitration and/or their respective representatives shall meet with the arbitrator in a preliminary meeting before the formal hearing to determine procedural matters, including the following, which in the absence of agreement of the parties shall be determined by the arbitrator:

1. What issues are in dispute and which matters, if any, can be agreed upon, and what matters might expedite the proceedings;
2. The law governing the matter, unless this is specified in the arbitration agreement of the parties;
3. Whether statements, if any, are to be exchanged; their format and the deadlines for exchange of such statements;
4. Whether witnesses shall be excluded during the testimony of other witnesses;
5. What documents, correspondence, books or records exist or can be produced, when they shall be produced or exchanged and by whom;
6. Whether 'on site' inspections shall be part of the proceedings;
7. The number of witnesses likely to be called to testify, their names and addresses (in the case of expert witnesses, their credentials), the gist of their evidence and whether their evidence can be given by affidavit;

- 8. The length of time the proceedings will take, including the time to present each party's case;
- 9. Whether a stenographic recording or any type of record of the proceedings shall be kept and how the expense shall be paid and secured;
- 10. Except as to a stenographic record as provided above, what shall be included in the record of the arbitration;
- 11. Whether special services such as interpreters, document translations or security measures are required, and how such services shall be provided and paid for;
- 12. The basis upon which the arbitrator's fees shall be calculated, secured and paid, including any deposit to be paid in advance of the hearing;
- 13. Whether an arbitration agreement is valid and in force;
- 14. Fixing the locale where the arbitration is to be held; and
- 15. Setting the date, time and place of the hearing.

The parties agree to use their best efforts to schedule the preliminary meeting within thirty (30) days following the appointment of the arbitrator. The preliminary meeting may be held by teleconference with the consent of the parties and the arbitrator. Any consensus reached at the preliminary meeting shall be recorded in writing by the arbitrator and such record shall be sent within four (4) days of that meeting to each of the parties.

LEGAL REPRESENTATION

The parties may be represented by legal counsel at the preliminary meeting and during any step of the proceedings of the arbitration. The arbitrator shall be informed of the name and address of the lawyers appointed by the parties to represent the parties, at least five (5) days before any scheduled oral hearing or meetings.

SUBMISSIONS

The arbitrator may in her/his sole discretion, subject to the Rules herein, conduct the arbitration

in any manner (s)he considers appropriate giving each party full and fair opportunity to present their case. The arbitrator may, without limiting her/his discretion, conduct the arbitration on the basis of written submissions only or with oral evidence as the arbitrator or the arbitral tribunal may decide.

JURISDICTION

Challenges to the arbitrator's jurisdiction may be dealt with by the arbitrator herself or himself. The arbitrator may treat the arbitration clause forming part of an agreement as independent of the agreement and in the event that the arbitrator decides that the agreement is void, such decision shall not invalidate the arbitration clause in question.

STATEMENTS – CLAIM AND RESPONSE

Within ten (10) days following the pre-arbitration meeting, the claimant shall send a written statement entitled "Claim Statement" to the respondent and to the arbitrator briefly outlining relevant facts, issues in dispute and relief sought. Within ten (10) days after receipt by the respondent of the Claim Statement, the respondent shall send a written statement entitled "Response Statement" together with a written statement of counterclaim, if any, to the claimant and the arbitrator. Defence to the counterclaim must be filed by the claimant within ten (10) days after receipt of the counterclaim.

If the respondent fails to deliver a Response Statement, the arbitrator will notify the claimant, and the arbitration shall proceed in accordance with subsections 27(2) and 27(3) of the Arbitration Act, 1991, or such other relevant provisions as are then in force.

DOCUMENT PRODUCTIONS

Annexed to each party's Statement shall be a document list outlining the documents upon which the parties intend to rely. Each document shall be described with sufficient detail for the purpose of clarity. Each party shall make available to the other party for inspection and

photocopying any documents outlined in the list of documents.

The arbitrator may order on application or otherwise a party to produce any documents that the arbitrator considers relevant upon terms to be decided by the arbitrator.

AMENDMENTS TO STATEMENTS

The arbitrator may permit amendments to Statements by either party including a counterclaim during the course of the arbitration unless the arbitrator considers it inappropriate to allow such amendment because of the party’s delay in making it or prejudice to the other parties or any other circumstances. An amendment to or supplemental claim or counterclaim may not be advanced by a party to the arbitration if the amendment would fall outside the scope of the arbitration agreement. The arbitrator may order the parties to identify the facts which are not in dispute and to prepare an Agreed Statement of Facts for filing with the arbitrator to form part of the pleadings. The filing times shall be specified by the arbitrator.

HEARING DATES

Dates for oral hearings or meetings of the parties and the arbitrator shall be ordered by the arbitrator on at least seven (7) days written notice of such hearings or meetings to the parties.

The arbitrator for good cause shown may postpone any hearing or meeting upon the request of a party or upon the arbitrator’s own initiative, and shall also grant such postponement when all of the parties agree thereto.

EVIDENTIARY MATTERS

Subject to the Act or other applicable law, the parties may offer such evidence as is relevant and material to the dispute and shall produce such evidence as the arbitrator may deem necessary to an understanding and determination of the dispute. The arbitrator or other person authorized by the Act or other applicable law with respect to the subpoena of witnesses or documents may do so upon the request of any party or independently. The powers of the arbitrator include the

power to administer an oath or affirmation or to require a witness to testify under oath or affirmation.

Parties intending to rely on documents must prepare briefs of all documents including an index page, intended to be introduced at the oral hearing and submitted to the arbitrator no less than ten (10) days before the commencement of the hearings. Request by the parties to introduce documents not contained in the document briefs at the oral hearing may be considered by the arbitrator prior to or at the commencement of the hearing. The arbitrator shall be the judge of the relevance and materiality of the evidence offered, and conformity to legal rules of evidence shall not be necessary. All evidence shall be taken in the presence of the arbitrator and all of the parties except where any of the parties is absent, in default or has waived the right to be present.

WITNESSES

An arbitrator may also call a witness on her/his own motion subject to the rights of cross-examination of that witness by the parties, and the right of the parties to call evidence in rebuttal. If a party fails to appear at a hearing or to produce any evidence at that hearing, the arbitrator or arbitral tribunal may proceed with the arbitration and make an arbitral award.

Special counsel may be appointed to assist the arbitrator or arbitral tribunal at their request. Counsel's fees are to be shared equally by the parties.

EXPERTS

An arbitrator has the right to appoint an expert to report to the arbitrator and, following the filing of the report to the arbitrator, the expert shall be subject to questioning by the parties, if requested by the parties.

DEFAULT

In the case of claimants or respondents who, without adequate explanation and after seven (7)

days notice from the arbitrator, fail to deliver their Claim Statement or Response Statement as the case may be within the required time, the arbitrator shall continue the arbitration. Failure of the respondent to file the Response Statement will not automatically result in an arbitrator making an arbitral award. The arbitrator shall require the claimant to submit proof of its Claim, and the arbitrator or arbitral tribunal shall make an award based upon the evidence before them.

DISCRETION AND FLEXIBILITY

The arbitrator shall have broad discretion and flexibility in the conduct of the proceedings and where the arbitrator considers it just and appropriate in the circumstances, these Rules may be modified upon the arbitrator’s own initiation. Without limiting the generality of the foregoing, the arbitrator may make interim orders on any matters with respect to which they may make a final award including orders for preservation of property which is the subject matter of the dispute. The arbitrator may also expand or reduce the scope of the discovery of the issues in the arbitration or the documentation of the parties filed.

AWARD

Upon the conclusion of evidence, the arbitrator may close the hearing and thereafter shall make a final written award within a reasonable time period but no later than thirty (30) days after the hearing is closed.

In addition to making a final award, the arbitrator may make interim, interlocutory or partial orders and awards.

The arbitrator may grant any remedy or relief that the arbitrator deems just and equitable and within the scope of the agreement of the parties including, but not limited to, punitive damages, specific performance of a contract, injunctions and other equitable remedies.

COSTS

The arbitrator may fix costs in the final award or upon application, by either party, of the arbitration no later than fifteen (15) days after notification of the final award. The arbitrator

FOR OFFICE USE ONLY

AT 4915995
CERTIFICATE OF RECEIPT
RÉCÉPISSÉ
TORONTO (66)

JUL 23 2018 8:47

LAND REGISTRAR

Katherine Cice

New Property Identifiers Additional: See Schedule

Executions Additional: See Schedule

(1) Registry <input type="checkbox"/>	Land Titles <input checked="" type="checkbox"/>	(2) Page 1 of 5 pages
(3) Property Identifier(s) 76410	Block 76410	Property 0001 0478, inclusive
(4) Nature of Document By-Law No. 5 (Pursuant to Section 56 of the Condominium Act, 1998)		
(5) Consideration Dollars \$		
(6) Description All units and common elements comprising the property in Toronto Standard Condominium Plan No. 2410 together with their appurtenant common interests in the City of Toronto Land Titles Division of Toronto Registry Office (No. 66)		
(7) This Document Contains	(a) Redescription New Easement Plan/Sketch <input type="checkbox"/>	(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>

(8) This Document provides as follows:
SEE SCHEDULE FOR BY-LAW NO.5 AND CERTIFICATE

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. 2410 by its solicitors, Deacon Spears Fedson + Montizambert	Per: <i>M.A.S.</i> Michael A. Spears	2018 07 04

(11) Address for Service **c/o DSFM, 2900-2300 Yonge Street, Toronto, Ontario M4P 1E4**

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

(13) Address for Service

(14) Municipal Address of Property multiple	(15) Document Prepared by: Michael A. Spears Deacon, Spears, Fedson + Montizambert 2900 - 2300 Yonge Street, Box 2384 Toronto, Ontario M4P 1E4	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="2">Fees and Tax</th> </tr> <tr> <td>Registration Fee</td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td>Total</td> <td> </td> </tr> </table>	Fees and Tax		Registration Fee						Total	
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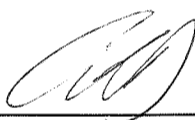
CERTIFICATE IN RESPECT OF A BY-LAW
(under subsection 56 (9) of the Condominium, Act, 1998)

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2410
(known as the "Corporation") certifies that:

1. The copy of By-law Number **FIVE (5)**, attached, 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.

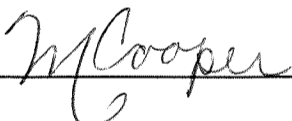
DATED this 13th of July, 2018.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2410

Per: 

Print Name: Graham Dixon

Title: President

Per: 

Print Name: Maggie Cooper

Title: Secretary

I/WE HAVE AUTHORITY TO BIND THE CORPORATION

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2410

BY-LAW NO. 5

A by-law extending an Owner’s responsibility for the cost of damage pursuant to section 105 of the *Condominium Act, 1998*.

WHEREAS subsection 105(1) of the *Condominium Act, 1998*, (hereinafter referred to as the “Act”) provides that if an insurance policy obtained by the condominium corporation in accordance with the Act contains a deductible clause that limits the amount payable by the insurer, that portion of a loss excluded from coverage shall be deemed a common expense;

AND WHEREAS subsection 105(2) of the Act requires the corporation to claim the deductible from a unit owner as an additional payment of common expenses with respect to that owner’s unit under the following circumstances:

- a) The insurance claim relates to damage to the owner’s unit;
- b) The claim resulted from an act or omission;
- c) The act or omission was that of an owner, a lessee of an owner or person residing in the owner’s unit with the permission or knowledge of the owner; and
- d) The amount claimed is the lesser of the cost of repairing the damage and deductible limit of the corporation’s insurance policy.

AND WHEREAS subsection 105(3) of the Act, permits the corporation to pass a by-law to extend the circumstances above under which an amount shall be added to the common expenses payable for an owner’s unit provided that a claim relating to damage to the unit did not result from an act or omission of the corporation or its directors, officers, agents or employees;

BE IT ENACTED as a by-law of Toronto Standard Condominium Corporation No. 2410 (hereinafter referred to as the "Corporation") as follows:

ARTICLE I – DEFINITIONS

All words used herein which are defined in the Act or any successor, shall have ascribed to them the meanings set out in the Act as amended from time to time.

ARTICLE II – INSURANCE DEDUCTIBLES

- 1) Property insurance obtained by the Corporation on its own behalf and on behalf of the owners in accordance with subsection 99(1) of the Act against damage to the units and common

elements may contain and may be subject to a loss deductible clause.

2) In accordance with the above provision, the property insurance policy shall be deemed not to cover any loss, or portion of a loss, falling within any such deductible amount. Responsibility for any such loss is therefore determined in accordance with section 105 of the Act and this by-law.

3) The Corporation has the right to increase deductibles on the property insurance in the master policy, from time to time if considered more favorable for the Corporation, and shall promptly provide written notice of any change to the deductible to all owners. This right shall be exercised reasonably, in the best interest of all owners. Notwithstanding the foregoing, if the Corporation is required to increase the deductible amount in order to obtain and maintain insurance as required by the Act and this by-law, then it shall do so.

ARTICLE III – EXTENDED CIRCUMSTANCES

In accordance with subsection 105(3) of the Act, the Corporation shall claim from the unit owner every loss, or portion of a loss with respect to the owner's unit, falling within the deductible amount referred to above, even if the damage to the owner's unit is not caused through an act or omission of that owner, a lessee of an owner or a person residing in the owner's unit with the permission or knowledge of the owner (provided that the damage is not caused by an act or omission of the Corporation or its directors, officers, agents or employees). For greater clarity, this claim may be made from the owner with respect to damage to the owner's own unit and added to the common expenses payable for the owner's unit, regardless of the cause of the damage (provided that the damage is not caused by an act or omission of the Corporation or its directors, officers, agents or employees) and that the damage is not caused by the circumstances outlined in Article IV below.

ARTICLE IV – FURTHER EXTENDED CIRCUMSTANCES

Further in accordance with subsection 105(3) of the Act, the Corporation shall claim from the unit owner every loss, or portion of a loss, falling within the deductible amount referred to above, where damage is caused to the common elements and/or assets of Toronto Standard Condominium Plan No. 2410 or to another unit or units within the said condominium plan by a condition or occurrence in the owner's unit, even if the damage to the common elements or other units is not caused through an act or omission of that owner, a lessee of an owner or a person residing in the owner's unit with the permission or knowledge of the owner (provided that the damage is not caused by an act or omission of the Corporation or its directors, officers, agents or employees).

ARTICLE V – OWNER INSURANCE

Subsection 105(4) of the Act specifies that the claim made by the Corporation from an owner pursuant to the said section and this by-law constitutes an insurable interest by the owner. It shall

be the responsibility of the unit owner to obtain and maintain this insurance for the entire period of ownership of a unit in the condominium plan. If an owner fails to obtain and maintain such insurance, and becomes responsible for a claim which is added to the common expenses payable for the owner's unit, then such claim, together with all associated interest and legal costs, may be recovered as outstanding common expenses by registration of a lien against the unit. Once registered, the lien can be enforced in the same manner as a mortgage in default.

ARTICLE VI – MISCELLANEOUS

(i) Invalidity

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

(ii) 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.

(iii) 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.

(iv) 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.

The foregoing by-law is hereby passed by the Directors on April 19, 2018 and confirmed by a majority of the owners on June 21, 2018 pursuant to the Act.

DATED at the City of Toronto, this 13th day of July, 2018


TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2410

Per:



(President)

Print Name: Graham Dixon



(Secretary)

Print Name: Maggie Cooper

“We have authority to bind the Corporation”

<p style="text-align: center;">AT 5034920</p> <p style="text-align: center;">CERTIFICATE OF RECEIPT RÉCÉPISSÉ TORONTO (66)</p> <p style="text-align: center;">DEC 17 2018 <i>08:52</i></p> <p style="text-align: center;">LAND REGISTRAR <i>Katherine Cece</i></p> <p>New Property Identifiers Additional: See Schedule <input type="checkbox"/></p> <p>Executions Additional: See Schedule <input type="checkbox"/></p>	<p>(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/></p>	<p>(2) Page 1 of <u>4</u> pages</p>
	<p>(3) Property Identifier(s) <u>76410</u> Block <u>76410</u> - <u>0001</u> Property <u>0478, inclusive</u> Additional: See Schedule <input checked="" type="checkbox"/></p>	
	<p>(4) Nature of Document By-Law No. 6 (Pursuant to Section 56 of the Condominium Act, 1998)</p>	
	<p>(5) Consideration Dollars \$</p>	
<p>(6) Description All units and common elements comprising the property in Toronto Standard Condominium Plan No. 2410 together with their appurtenant common interests in the City of Toronto Land Titles Division of Toronto Registry Office (No. 66)</p>		
<p>(7) This Document Contains <input type="checkbox"/> (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>		

(8) This Document provides as follows:

SEE SCHEDULE FOR BY-LAW NO.6 AND CERTIFICATE

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. 2410 by its solicitors, Deacon Spears Fedson + Montizambert	Per: <i>[Signature]</i> Michael A. Spears	2018 11 15

(11) Address for Service **c/o DSFM, 2900-2300 Yonge Street, Toronto, Ontario M4P 1E4**

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

(13) Address for Service

<p>(14) Municipal Address of Property multiple</p>	<p>(15) Document Prepared by: Michael A. Spears Deacon, Spears, Fedson + Montizambert 2900 - 2300 Yonge Street, Box 2384 Toronto, Ontario M4P 1E4</p>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Fees and Tax</th> </tr> <tr> <td style="width:50%;">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> </table>	Fees and Tax		Registration Fee						Total	
Fees and Tax												
Registration Fee												
Total												

FOR OFFICE USE ONLY

FOR OFFICE USE ONLY

CERTIFICATE IN RESPECT OF A BY-LAW

(under subsection 14 (1) of Ontario Regulation 48/01 and subsection 56 (9) of the Condominium Act, 1998, and referred to in subsection 38 (1) of Ontario Regulation 49/01)

Condominium Act, 1998


TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2410

(known as the ACorporation@) certifies that:

- 1. The copy of By-law Number **SIX (6)**, attached, is a true copy of the By-law.
- 2. The By-law was made in accordance with the *Condominium Act, 1998*.
- 3. The majority of the owners present or represented by proxy at a meeting of owners have voted in favour of confirming the by-law with or without amendment (if clause 56 (10) (a) of the Condominium Act, 1998 and subsection 14 (2) of Ontario Regulation 48/01 apply).


DATED this 11th of December, 2018.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2410

Per: 

Print Name: Emilio Tacconelli

Title: President

Per: 

Print Name: Brian Johnson

Title: Secretary

I/WE HAVE AUTHORITY TO BIND THE CORPORATION

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2410
(the "Corporation")

BY-LAW NO. 6

A BY-LAW TO AUTHORIZE ELECTRONIC VOTING BY UNIT OWNERS

WHEREAS Section 52(1.1) of the *Condominium Act, 1998*, as amended, the "Act", defines "telephonic or electronic means" as any means that uses the telephone or any other electronic or other technological means to transmit information or data, including telephone calls, fax, e-mail, automated touch-tone telephone system, computer or computer networks;

AND WHEREAS Section 52(1)(b)(iii) of the Act provides for votes being cast by a recorded vote that is indicated by telephonic or electronic means, if the by-laws so permit;

AND WHEREAS Section 56(1)(c.1) of the Act provides that the board of directors, by resolution, may make a by-law to govern the methods permitted for holding a recorded vote as permitted under clause 52(1)(b) of the Act;

AND WHEREAS the board of directors has determined it is desirable to permit owners to vote by electronic means;

BE IT ENACTED as a By-law of the Corporation as follows:

1. Voting methods, for holding either a vote or a recorded vote, permitted at meetings of owners for all questions under consideration may be cast by either:
 - a show of hands,
 - in person,
 - by proxy, or
 - by telephonic or electronic means ("Electronic Voting") approved by the board of directors
2. Electronic Voting is defined as any means that uses the telephone or any other electronic or other technological means to transmit information or data, including telephone calls, fax, e-mail, automated touch-tone telephone system, computer or computer networks (hereafter "E-voting" or the "E-voting system").
3. E-voting will include questions that will require voting by owners at an owners' meeting. This includes questions to vote in favour of candidate(s) for election to the board of directors, as well as voting in favour or against questions under consideration at the owners' meeting.
4. Each vote cast by E-voting will be considered a ballot for purposes of a Corporation's records and a recorded vote for any vote conducted at a meeting of owners.
5. As set out in Section 51 of the Act, only an owner of a unit as defined in Section 51(1) of the Act may cast a vote by E-voting and only one vote per unit is permitted, regardless if there are multiple owners of a unit. An owner is not to authorize any other person to cast electronic votes on their behalf.
6. Each electronic vote ceases to be valid after the completion of the owners' meeting and the Corporation will retain all electronic voting records for the period prescribed under paragraphs 16 and 17 of Section 13.1(2) of Ontario Regulation 48/01.
7. An electronic vote will be counted towards quorum at any owners' meeting, regardless if

one, all or none of the questions under consideration at the meeting were voted on by the owner.


- 8. The E-voting system shall validate the owner's identity and each electronic vote cast to ensure the vote is secured and not tampered with while being transmitted. Owners who vote by means of the E-voting system are to be provided with an electronic receipt confirming the vote(s) cast.
- 9. The E-voting system is to be independently managed and voting results tabulated by the system and delivered to the Corporation are not to identify each owner's electronic vote, but will provide the aggregate results for all owners who have voted via the E-voting system.
- 10. The invalidity of any part of this by-law shall not impair or affect in any manner the validity and enforceability or effect of the balance thereof.

The foregoing by-law is hereby passed by the Directors on October 11, 2018 and confirmed by a majority of the owners on November 6, 2018 pursuant to the Act.

DATED at the City of Toronto, this 11th day of December, 2018.

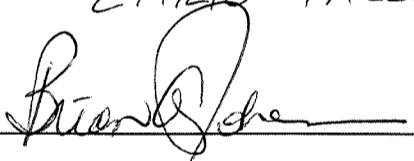
TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2410

Per:



(President)

Print Name: EMILIO TACCONELLI



(Secretary)

Print Name: BRIAN A. JOHNSON

"We have authority to bind the Corporation"

<p style="writing-mode: vertical-rl; transform: rotate(180deg); font-size: small;">FOR OFFICE USE ONLY</p> <p style="font-size: 2em; font-weight: bold; margin-left: 20px;">AT 5669184</p> <p style="text-align: center;">CERTIFICATE OF RECEIPT RÉCÉPISSÉ TORONTO (66)</p> <p style="margin-left: 20px;">JAN 11 2021 16:04 <i>Gene Spears</i> LAND REGISTRAR</p> <p style="font-size: small;">New Property Identifiers Additional: See Schedule <input type="checkbox"/></p> <p style="font-size: small;">Executions Additional: See Schedule <input type="checkbox"/></p>	<p>(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/></p>	<p>(2) Page 1 of 3 pages</p>	
	<p>(3) Property Identifier(s) Additional: See Schedule <input checked="" type="checkbox"/></p> <p style="margin-left: 20px;">Block 76410 Property 0001 to 76410 0478, inclusive</p>		
	<p>(4) Nature of Document By-Law No. 7 (Pursuant to Section 56 of the Condominium Act, 1998)</p>		
	<p>(5) Consideration Dollars \$</p>		
	<p>(6) Description All units and common elements comprising the property included in Toronto Standard Condominium Plan No. 2410 and its appurtenant common interest City of Toronto Land Registry Office #66</p>		
	<p>(7) This Document Contains Additional: See Schedule <input type="checkbox"/></p> <p style="font-size: small;">(a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input type="checkbox"/></p>		

(8) This Document provides as follows:

SEE SCHEDULE FOR BY-LAW NO. 7 AND CERTIFICATE.

Continued on Schedule

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

<p>(10) Party(ies) (Set out Status or Interest) Name(s)</p> <p>TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2410</p> <p>by its solicitors DEACON SPEARS FEDSON & MONTIZAMBERT</p>	<p>Signature(s)</p> <p>Per: <i>[Signature]</i> Michael A. Spears</p>	<p>Date of Signature Y M D</p> <p>2021 01 11</p>
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(11) Address for Service **c/o Deacon Spears Fedson & Montizambert, 2900 - 2300 Yonge Street, Toronto, ON M4P 1E4**

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

(13) Address for Service

<p>(14) Municipal Address of Property</p> <p>multiple</p>	<p>(15) Document Prepared by:</p> <p>Deacon, Spears, Fedson & Montizambert 2900 - 2300 Yonge Street Box 2384 Toronto, ON M4P 1E4</p>	<p style="text-align: center; font-weight: bold;">Fees and Tax</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="font-size: small;">Registration Fee</td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td style="font-weight: bold;">Total</td> <td> </td> </tr> </table>	Registration Fee						Total	
Registration Fee										
Total										

CERTIFICATE IN RESPECT OF A BY-LAW
(Under subsection 14 (1) of Ontario Regulation 48/01 and subsection 56 (9) of the
Condominium Act, 1998, and referred to in subsection 38 (1) of Ontario Regulation 49/01)

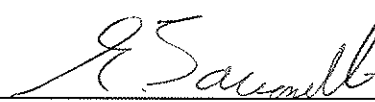
Condominium Act, 1998


TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2410 (known as the
"Corporation") certifies that:

1. The copy of By-law Number 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 with or without amendment.
 The majority of the owners present or represented by proxy at a meeting of owners have voted in favour of confirming the by-law with or without amendment.
4. The by-law is a joint by-law made under section 59 of the *Condominium Act, 1998* and is not effective until the corporations that made it, being, have each registered a copy of the joint by-law in accordance with subsection 56 (9) of the *Condominium Act, 1998*.

DATED this 17th day of December, 2020.

**TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 2410**

Per: 
Name: Emilio Tacconelli
Title: President

Per: 
Name: Graham Dixon
Title: Secretary *pro tempore*

We have the authority to bind the Corporation.

SCHEDULE 'A'

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2410

BY-LAW NO. 7

(A By-Law Respecting Telephonic and Electronic Attendance at Owners Meetings)

WHEREAS Toronto Standard Condominium Corporation No. 2410 (the "Corporation") seeks to implement telephonic or electronic means for owners to attend meetings under the *Condominium Act, 1998*, S.O. 1998, c. 19, as amended (the "Act");

AND WHEREAS the Board of Directors (the "Board") has determined that it is desirable and/or in the interests of health and safety to permit owners to attend owners meetings by telephonic and electronic means;

AND WHEREAS the Corporation's By-Law No. 6 already authorizes voting at owners meetings by telephonic and electronic means;

AND WHEREAS section 56(1)(q) of the Act provides that the Board may make a by-law for purposes prescribed by regulation; and

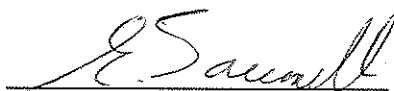
AND WHEREAS section 14(p) of General Regulation 48/01 under the Act provides that such prescribed purpose includes governance of the manner in which an owner or a mortgagee may be present at a meeting of owners or represented by proxy;

NOW THEREFORE BE IT ENACTED as a by-law of the Corporation:

1. Meetings of owners may be held by telephonic, electronic or any other technological means that transmits information or data, including telephone calls, electronic mail, automated touch-tone telephone system, computer or computer networks that the Board may, by resolution, decide the Corporation may use for the purposes of the Act provided same allow the owners to participate concurrently.
2. Attendance at owners meetings by one of the means described in Section 1 of this By-Law shall count towards the quorum requirements for the meeting as if present in person.

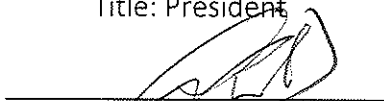
This By-law is hereby passed by the Board and confirmed by the owners pursuant to the Act.

PASSED by the board of directors of TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2410 on the 23rd day of September, 2020.



Name: Emilio Tacconelli

Title: President



Name: Graham Dixon

Title: Secretary *pro tempore*

"We have authority to bind the Corporation."

CONFIRMED by a vote of the owners of a majority of the units in accordance with the Act on the 10th day of November, 2020.



Name: Emilio Tacconelli

Title: President

"I have authority to bind the Corporation."



**Atrens-Counsel
Insurance Brokers**

Part of Arthur J. Gallagher Canada Limited

CERTIFICATE OF INSURANCE

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

NAMED INSURED: TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2410

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

PROPERTY INSURED: 30 Old Mill Road
Toronto, Ontario
M8X 0A5

TERM: May 31, 2023 TO May 31, 2024

COMMERCIAL PACKAGE POLICY NO. 501168081

PROPERTY: Form: Comprehensive All Risk Policy
Amount of Insurance: \$71,259,536.00
Deductibles: \$ 10,000.00 STANDARD
\$ 25,000.00 SEWER BACKUP
\$ 25,000.00 WATER
\$ 25,000.00 FLOOD
\$ 100,000.00 EARTHQUAKE
Company: Intact Specialty Solutions 5%
Wawanesa Insurance 20%
Trisura Insurance 10%
Aviva Insurance Company of Canada 20%
Millennium Insurance 38%
Tokio Marine Canada Ltd. 7%

COMPREHENSIVE GENERAL LIABILITY:

Intact Limit of Liability: \$5,000,000.00
Novex Excess Limit of Liability: \$10,000,000.00

DIRECTORS AND OFFICERS LIABILITY:

Intact Limit of Liability: \$5,000,000.00
Novex Excess Limit of Liability: \$10,000,000.00

EQUIPMENT BREAKDOWN INSURANCE:

Limit per Accident: \$71,259,536.00
Company: Aviva Insurance Company of Canada
Policy Number: **81638409-0467**

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

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

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

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

Authorized Representative

Date: May 31, 2023



Dear Condominium Unit Owner:

As the Insurance advisor for your Condominium Corporation, we feel it is important to make you aware of your insurance responsibilities as well as the responsibilities you have to the Condominium Corporation. Failure to maintain adequate Condominium Unit Owners Insurance could result in severe financial hardship should a serious loss occur!

The Condominium Corporation is responsible for insuring the following:

- The Building (s) and units as per Builders specifications however, excluding the portion of each unit the Unit Owner is responsible, as defined from an insurance stand point (refer to Standard Unit By-law if applicable), which excludes any improvements made or acquired by the Unit Owners;
- Personal Property of the Corporation, but excluding the Personal Property of the Unit Owners;
- Liability against the Legal Liability imposed by law, as the result of Bodily Injury and Property Damage, arising out of the Corporation's activities as a Condominium. This coverage is extended to provide coverage on behalf of the Individual Unit Owners but only with respect to their interests in the common elements of the Condominium;
- Boiler & Machinery coverage as required by the Condominium Corporation.

Your Insurance responsibilities as a Unit Owner are as follows:

- Personal Property - i.e. furniture, clothing, all personal effects stored in lockers, etc.;
- Improvements or Betterments made to the unit, i.e. wallpaper, paneling, light fixtures, upgraded flooring, upgraded kitchen cupboards, (Reference should be made to the Standard Unit By-Law if applicable - floor coverings may be fully your responsibility);
- Personal Liability - Your Legal Liability for any Bodily Injury or Property Damage arising out of your personal activities as a Unit Owner, and from the ownership of your individual unit.

Unit Owners should be aware of the following!

- You may be responsible for the deductible under the Corporations insurance policy if a loss occurs to any property the corporation is responsible for insuring. This charge back of the Corporation's deductible would apply if the damage was a result of an act or omission on the part of the Unit Owner;
- If an insurable loss assessment is valid under the Condominium Corporations governing rules, you could be responsible for your share of this special loss assessment. This could be quite substantial.

"Unfortunately there are many Unit Owner policies in today's market place that do not provide the coverage or in many cases an adequate limit of insurance to protect the Unit Owner against these major concerns."

Fortunately Atrens-Counsel Insurance Brokers has developed a Unit Owners insurance policy which is tailored around the Insurance Policy of the Condominium Corporation. The result is a very competitively priced, comprehensive policy, which will respond to many of those claims not covered under some insurance policies available today.

Our exclusive policy is titled "Condo Gold."



Go to www.condogold.ca for an online quote in minutes! Or contact a broker who specializes in condominium insurance: **905-567-6222 or 1-877-627.6222**

Notice of Future Funding of the Reserve Fund

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

To: All owners in TSCC 2410

The board has received and reviewed a Class 3 - Updated Reserve Fund Study not based on a Site Inspection dated May 20, 2021, prepared by Synergy Partners Consulting Limited 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

This notice contains:

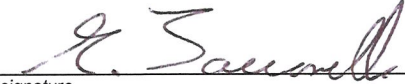
1. A summary of the reserve fund study
2. A summary of the proposed funding plan
3. A statement indicating the areas, if any, in which the proposed funding plan differs from the reserve fund study

At the present time the average contribution per unit per month to the reserve fund is \$476.95 . Based on the proposed funding plan, the average increase in contribution per unit per month (excluding "other" contributions) will be \$24.45 in 2022, \$24.45 in 2023 and \$24.45 in 2024.

The proposed funding plan will be implemented beginning on

July 1, 2021
enter date

Dated this 1st day of June 1, 2021


signature

TSCC 2410


signature

EMILIO TARCONELLI
print name

GRAHAM DIXON
print name

The signatories have the authority to bind the corporation

Summary of Reserve Fund Study

The following is a summary of the Class 3 - Updated Reserve Fund Study not based on a Site Inspection dated May 20, 2021, prepared by Synergy Partners Consulting Limited for TSCC 2410 (known as the "Reserve Fund Study".)

Section 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 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 2022 is \$607,703, based on the estimated expenditures and the following:

Opening Balance of the Reserve Fund:	\$	1,980,134	
Minimum Reserve Fund Balance during the projected period:	\$	2,502,884	
Assumed Annual Inflation Rate for Reserve Fund Expenditures		2.3%	
Assumed Annual Interest Rate for Interest Earned on the Reserve Fund:		2.0%	(from 2021 to 2029)
Assumed Annual Interest Rate for Interest Earned on Reserve Fund:		4.0%	(from 2030 and beyond)

The Reserve Fund Study can be examined by making a written request addressed to the Corporation, care of the Board.

Cash Flow Table

Opening Balance of the Reserve Fund:	\$	1,980,134
Minimum Reserve Fund Balance (as indicated in this table):	\$	2,502,884
Assumed Annual Inflation Rate for Reserve Fund Expenditures:		2.3%
Assumed Annual Interest Rate for Interest Earned on the Reserve Fund:		2.0% (from 2021 to 2029)
Assumed Annual Interest Rate for Interest Earned on Reserve Fund:		4.0% (from 2030 and beyond)

Year	Opening Balance	Recommended Annual Contribution	Other Contributions	Estimated Inflation Adjusted Expenditures	Estimated Interest Earned	Percentage Increase in Recommended Annual Contribution	Closing Balance
2021	\$ 1,980,134	\$ 578,064	\$ 100,000	\$ 199,700	\$ 44,386		\$ 2,502,884
2022	\$ 2,502,884	\$ 607,703	\$ -	\$ 288,486	\$ 53,250	5.1%	\$ 2,875,351
2023	\$ 2,875,351	\$ 637,342	\$ -	\$ 79,536	\$ 63,085	4.9%	\$ 3,496,242
2024	\$ 3,496,242	\$ 666,981	\$ -	\$ 212,942	\$ 74,465	4.7%	\$ 4,024,746
2025	\$ 4,024,746	\$ 682,321	\$ -	\$ 99,665	\$ 86,321	2.3%	\$ 4,693,723
2026	\$ 4,693,723	\$ 698,015	\$ -	\$ 134,450	\$ 99,510	2.3%	\$ 5,356,798
2027	\$ 5,356,798	\$ 714,069	\$ -	\$ 376,750	\$ 110,509	2.3%	\$ 5,804,626
2028	\$ 5,804,626	\$ 730,493	\$ -	\$ 479,571	\$ 118,602	2.3%	\$ 6,174,150
2029	\$ 6,174,150	\$ 747,294	\$ -	\$ 1,691,314	\$ 114,043	2.3%	\$ 5,344,173
2030	\$ 5,344,173	\$ 764,482	\$ -	\$ 738,593	\$ 214,285	2.3%	\$ 5,584,346
2031	\$ 5,584,346	\$ 782,065	\$ -	\$ 60,256	\$ 237,810	2.3%	\$ 6,543,966
2032	\$ 6,543,966	\$ 800,052	\$ -	\$ 120,715	\$ 275,345	2.3%	\$ 7,498,649
2033	\$ 7,498,649	\$ 818,453	\$ -	\$ 132,293	\$ 313,669	2.3%	\$ 8,498,478
2034	\$ 8,498,478	\$ 837,278	\$ -	\$ 3,147,532	\$ 293,734	2.3%	\$ 6,481,958
2035	\$ 6,481,958	\$ 856,535	\$ -	\$ 109,989	\$ 274,209	2.3%	\$ 7,502,714
2036	\$ 7,502,714	\$ 876,236	\$ -	\$ 305,066	\$ 311,532	2.3%	\$ 8,385,416
2037	\$ 8,385,416	\$ 896,389	\$ -	\$ 624,453	\$ 340,855	2.3%	\$ 8,998,207
2038	\$ 8,998,207	\$ 917,006	\$ -	\$ 397,420	\$ 370,320	2.3%	\$ 9,888,113
2039	\$ 9,888,113	\$ 938,097	\$ -	\$ 4,822,560	\$ 317,835	2.3%	\$ 6,321,485
2040	\$ 6,321,485	\$ 959,673	\$ -	\$ 143,258	\$ 269,188	2.3%	\$ 7,407,088
2041	\$ 7,407,088	\$ 981,746	\$ -	\$ 91,399	\$ 314,090	2.3%	\$ 8,611,525
2042	\$ 8,611,525	\$ 1,004,326	\$ -	\$ 161,047	\$ 361,327	2.3%	\$ 9,816,130
2043	\$ 9,816,130	\$ 1,027,425	\$ -	\$ 145,126	\$ 410,291	2.3%	\$ 11,108,721
2044	\$ 11,108,721	\$ 1,051,056	\$ -	\$ 6,102,223	\$ 343,325	2.3%	\$ 6,400,879
2045	\$ 6,400,879	\$ 1,075,231	\$ -	\$ 78,874	\$ 275,962	2.3%	\$ 7,673,199
2046	\$ 7,673,199	\$ 1,099,961	\$ -	\$ 259,542	\$ 323,736	2.3%	\$ 8,837,353
2047	\$ 8,837,353	\$ 1,125,260	\$ -	\$ 1,109,008	\$ 353,819	2.3%	\$ 9,207,424
2048	\$ 9,207,424	\$ 1,151,141	\$ -	\$ 822,062	\$ 374,879	2.3%	\$ 9,911,382
2049	\$ 9,911,382	\$ 1,177,617	\$ -	\$ 3,805,060	\$ 343,906	2.3%	\$ 7,627,845
2050	\$ 7,627,845	\$ 1,204,702	\$ -	\$ 709,675	\$ 315,014	2.3%	\$ 8,437,887

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 TSCC 2410 has reviewed the Class 3 - Updated Reserve Fund Study not based on a Site Inspection dated May 20, 2021, prepared by Synergy Partners Consulting Limited for the corporation (known as the "Reserve Fund Study") and has proposed a plan for the future funding of the reserve fund that the board has determined will ensure that, in accordance with the regulations made under the Condominium Act, 1998, the reserve fund will be adequate for the major repair and replacement of the common elements and assets of the corporation.

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

The total annual contribution recommended under the proposed funding plan for the current fiscal year is \$578,064 which is the same amount that has already been budgeted.

The Proposed Plan for Future Funding of the Reserve Fund can be examined by making a written request addressed to the Corporation, care of the Board.

Contribution Table

Year	A Annual Contribution *	% Increase over Previous Year	B Other Contribution	Comments	A+B Total Contribution Each Year to Reserve Fund
2021	\$ 578,064		\$ 100,000	Operating surplus transfer	\$ 678,064
2022	\$ 607,703	5.1%	\$ -		\$ 607,703
2023	\$ 637,342	4.9%	\$ -		\$ 637,342
2024	\$ 666,981	4.7%	\$ -		\$ 666,981
2025	\$ 682,321	2.3%	\$ -		\$ 682,321
2026	\$ 698,015	2.3%	\$ -		\$ 698,015
2027	\$ 714,069	2.3%	\$ -		\$ 714,069
2028	\$ 730,493	2.3%	\$ -		\$ 730,493
2029	\$ 747,294	2.3%	\$ -		\$ 747,294
2030	\$ 764,482	2.3%	\$ -		\$ 764,482
2031	\$ 782,065	2.3%	\$ -		\$ 782,065
2032	\$ 800,052	2.3%	\$ -		\$ 800,052
2033	\$ 818,453	2.3%	\$ -		\$ 818,453
2034	\$ 837,278	2.3%	\$ -		\$ 837,278
2035	\$ 856,535	2.3%	\$ -		\$ 856,535
2036	\$ 876,236	2.3%	\$ -		\$ 876,236
2037	\$ 896,389	2.3%	\$ -		\$ 896,389
2038	\$ 917,006	2.3%	\$ -		\$ 917,006
2039	\$ 938,097	2.3%	\$ -		\$ 938,097
2040	\$ 959,673	2.3%	\$ -		\$ 959,673
2041	\$ 981,746	2.3%	\$ -		\$ 981,746
2042	\$ 1,004,326	2.3%	\$ -		\$ 1,004,326
2043	\$ 1,027,425	2.3%	\$ -		\$ 1,027,425
2044	\$ 1,051,056	2.3%	\$ -		\$ 1,051,056
2045	\$ 1,075,231	2.3%	\$ -		\$ 1,075,231
2046	\$ 1,099,961	2.3%	\$ -		\$ 1,099,961
2047	\$ 1,125,260	2.3%	\$ -		\$ 1,125,260
2048	\$ 1,151,141	2.3%	\$ -		\$ 1,151,141
2049	\$ 1,177,617	2.3%	\$ -		\$ 1,177,617
2050	\$ 1,204,702	2.3%	\$ -		\$ 1,204,702

* The term "annual contribution" means the amount to be contributed each year to the reserve fund from the monthly common expenses.

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 does not differ from the Reserve Fund Study recommendations.

Smoking Rule - The Riverhouse at the Old Mill Condominium

A Briefing Paper

Effective November 1, 2018 The Riverhouse at the Old Mill began the transition to a Smoke Free building.

- All new owners and tenants who move into the Riverhouse after November 1, 2018 are not permitted to smoke cigarettes, cannabis, or any other drug or substance anywhere on the property, including the common elements, exclusive use common elements and in any residential unit. This prohibition also applies to the use of electronic cigarettes, vaporizers other than those emitting pure water vapour, or other inhalant-type device.
- Residents of the Riverhouse on November 1, 2018 are “grandfathered” and they are permitted to smoke until they move out of the Riverhouse, at which time the unit they occupied will become smoke free for new owners or tenants.

Any existing or new resident are permitted to smoke medicinal cannabis marijuana provided that the resident presents written confirmation from a medical practitioner, who is authorized to practice medicine by the College of Physicians and Surgeons of Ontario, stating that the resident needs to smoke cannabis for medical reasons.

Cultivating, growing, or permitting the growth, of marijuana plants anywhere on the property, including within a residential unit, in or on the common elements, exclusive use common elements, or on any asset of the Riverhouse is strictly prohibited.



PREFERRED PRICING AGREEMENT (the "Agreement")

Table with contract details including Effective Date (January 1, 2023), Term (60 Months), Owner/Property Manager (Toronto Standard Condominium Corporation), and Bell contact information (Legal Name, Address, Contact Name, Title, Telephone, Email, Fax).

Table with building details including Street No. (30), Street Name (Old Mill Road), City (Etobicoke), Prov. (ON), Postal Code (M8X 0A5), and # of Units (101).

Table with Consideration details including Internet Service Package, TV Service Package, Flat Monthly Preferred Pricing Fee (\$46 x 101 Units = \$4,646), and Preferred Pricing (100% Credit towards the cost of the included Service Package(s)).

Escalation of Flat Monthly Preferred Pricing Fee

The Flat Monthly Preferred Pricing Fee will be subject to increases as specified below:

The Flat Monthly Preferred Pricing Fee will be subject to no increases for the duration of the Term.

Acknowledgement & Agreement

By signing below, Owner and Bell agree to all the terms and conditions in this Agreement. Signatories for Owner (or property manager) confirm their authority to bind Owner.

Signature section for Owner/Property Manager and Bell. Includes handwritten signatures of Brian A. Johnson and Emilio Tacconelli, and Philip Bauslaugh. Includes titles and dates: September 30, 2022.



SCHEDULE TO PREFERRED PRICING AGREEMENT
ADDITIONAL TERMS

Owner and Bell agree that the terms below are incorporated into the Preferred Pricing Agreement with the Effective Date of January 1, 2023.

Additional Terms

Section 9 is deleted and replaced with the following: Owner will pay the Flat Monthly Preferred Pricing Fee plus applicable taxes on a monthly basis in the following manner:

Internet Package:

- Commencing on January 1, 2023, and for the duration of the Term and renewal term, Owner shall pay 100% of the Flat Monthly Preferred Pricing Fee for the Internet Package identified on Page 1, plus applicable taxes, on a monthly basis in advance (101 Units x \$28).
- For clarity, on or about December 1, 2022 Bell will supply to the Owner a Preferred Building Reference Document which will outline how Occupants within the Building(s) can subscribe to the Internet Service Package.

TV Package:

- Commencing on January 1, 2023, and for the duration of the Term and renewal term, Owner shall pay 100% of the Flat Monthly Preferred Pricing Fee for the TV Package identified on Page 1, plus applicable taxes, on a monthly basis in advance (101 Units x \$18).
- For clarity, on or about December 1, 2022 Bell will supply to the Owner a Preferred Building Reference Document which will outline how Occupants within the Building(s) can subscribe to the TV Service Package.

Failure by Owner to pay any invoice, when due, may result in (a) interest at Bell's then standard interest rate (at the time of the Effective Date being 3% per month, 42.58% per year) being charged on the overdue amount and (b) termination of this Agreement set out in Section 7. Owner will not collect (directly or indirectly) from any Occupant any amount greater than the Fee per Unit amount indicated as part of the Flat Monthly Preferred Pricing Fee. Owner confirms it is not a telecommunications service provider.

The following terms and conditions are added to the Agreement:

- Bell will not charge the Owner for any installation or activation fees for the Service Package.
- For clarity, 1 Bell Internet Account with commercial/Static IP is included in the number of Bell Complimentary Internet accounts listed on Page 1 of this Agreement.
- Bell will provide a dedicated phone number to assist Occupants of the Buildings with any billing and technical inquiries related to the Bulk Service.
- Currently, Occupants in a Bell triple bundle (TV, Internet and Home Phone) with an eligible Home Phone Package will qualify for on-going monthly savings off their Bell Fibre Home Phone service.

"Schedule A - Channel Guide", attached hereto forms part of the Agreement

Section 2 is deleted and replaced with the following. "Owner grants to Bell a non-exclusive right to provide Preferred Pricing for the service (s) described on Page 1 (the "Bulk Service") to the occupants of the Building(s) ("Occupants"). "

Section 6 is deleted and replaced with the following. "Bell acknowledges that the Owner is and/or will be participating in a program with another service provider to provide Internet Service to the Occupants of the Building(s) on an indirect ("bulk") basis. Owner agrees to not participate in any other programs with any other service providers offering "bulk" services to Occupants within the Building(s) beyond this.

Terms and Conditions

- For valuable consideration, Bell and Owner agree as follows:
1. **Defined Terms.** Terms used in this agreement that are defined in the Building Access License (the "License") between Owner and Bell and are not otherwise defined herein will have the same meaning as in the License.
 2. **Grant of Rights.** Owner grants to Bell the exclusive right to provide preferred pricing for the service(s) described on Page 1 (the "Bulk Service") to the occupants of the Building(s) ("Occupants").
 3. **Service Package.** Pursuant to this Agreement, Bell will offer the Service Package described on Page 1 to the occupants in the Building(s) at the Preferred Pricing set out on Page 1. All Services include any required equipment, however the Occupants are responsible for paying (at Bell's then standard retail prices) for any value added services, additional usage or equipment fees, and any other fees and charges of any kind that are not included in the Service Package set out on Page 1. If this Agreement is terminated or expires for any reason and/or Bell determines (in its sole discretion) that any Occupant(s) is (are) not eligible for Bulk Services then any such Occupant(s) must pay Bell's then standard price for the Service Package. To the extent a Service Package, as may be amended, is discontinued, Bell will (without notice) provide a replacement package for Internet of equivalent download speed, upload speed and included data usage, and/or for TV whatever successor TV Package is generally offered to other Bell customers in lieu of the discontinued TV Package.
 4. **Conditions.** Bell has the right to determine, in its sole discretion, whether an individual Occupant is eligible for the Bulk Service and any Bell service. Bell's relationship with individual Occupants (and the provisioning of any service by Bell to any Occupant) is governed by and subject to Bell's terms of service, as amended from time to time.
 5. **Term.** This Agreement will commence on the Effective Date and terminate at the end of the Term set out on Page 1. If the Building(s) are not yet occupied, the Effective Date is the date the Building(s) are first occupied by an Occupant. The term will be automatically extended for additional one year terms on the terms and conditions herein, unless terminated in accordance with Section 7. The parties may amend this agreement in writing to change the Effective Date as mutually agreed.
 6. **Prohibition.** Commencing on the date last signed by the parties on Page 1 until the expiry of the Term, the Owner agrees to not participate in any programs with any other service providers offering services competitive with the Bulk Service in the Building(s) on an indirect basis (including without limitation, any "bulk", "prepaid" or "always-on" services).
 7. **Termination.** This Agreement may be terminated upon giving notice of termination: (a) by either party 180 days prior to the end of the Term or renewal term (b) by the non-defaulting party in the event of a material breach hereof, where such breach is not cured within fifteen days of receipt of written notice by the other party of such breach; (c) by either party, immediately, upon the termination of the License; or (d) by Bell at any time, in its sole discretion, upon 9 months' written notice to Owner where, the technology used to deliver the Bulk Services to the Building(s) is no longer being used by Bell; or the action of a governmental agency requires modification of the Bulk Service or such action impairs Bell's ability to provide the Bulk Service in an economically and technically practical fashion.
 8. **Limitation of Liability.** Bell's liability for negligence, breach of contract, tort or other causes of action, including fundamental breach, is limited to payment, upon request, for actual and direct damages to a maximum of the Flat Monthly Preferred Pricing Fee. Other than the foregoing payment and to the extent permitted by applicable law, Bell is not responsible to anyone for any damages, including direct, indirect, special, consequential, incidental, economic, exemplary or punitive damages. This limitation of liability does not apply to damages resulting from physical injuries, death or damage to the Building or other property wholly caused by Bell's gross negligence. Owner will indemnify Bell from any claims of Occupants relating to the Bulk Services. This section will survive termination of this Agreement.
 9. **Payment.** Throughout the term and any renewal term, Owner will pay the Flat Monthly Preferred Pricing Fee plus applicable taxes on a monthly basis, in advance. Failure by Owner to pay any invoice, when due, may result in (a) interest at Bell's then standard interest rate (at the time of the Effective Date being 3% per month, 42.58% per year) being charged on the overdue amount and (b) termination of this Agreement set out in Section 7. Owner will not collect (directly or indirectly) from any Occupant any amount greater than the Fee per Unit amount indicated as part of the Flat Monthly Preferred Pricing Fee. Owner confirms it is not a telecommunications service provider.
 10. **Assignment.** Owner shall immediately notify Bell in the event of any sale, conveyance, assignment or transfer (other than the sale of a condominium unit, a conveyance without consideration of a portion of a Building to a governmental authority required as part of or in the course of the development thereof) (collectively, a "Transfer") of all or part of a Building (the "Subject Building"). Upon any Transfer, Owner shall use best efforts to cause the transferee to execute and deliver to Bell an agreement whereby the transferee agrees to assume and be bound by all the rights and obligations of Owner as set out herein as they apply to the Subject Building as if the transferee was an original signatory hereof (the "Assumption"). Upon the date any such sale or Assumption becomes effective, Owner shall be released from its obligations under this Agreement (which assumption, for greater certainty, the Owner covenants to obtain from the condominium corporation or the syndicate of the co-owners, as the case may be, upon registration of the Declaration) in respect of the Subject Building (save and except for any outstanding obligations arising hereunder prior to such Assumption). This

Additional Terms

11. Agreement is binding upon and shall entitle to the benefit of Owner and Bell and their respective heirs, executors, administrators, successors and assigns.
12. Force Majeure. Bell will not be liable for any black out or temporary interruption due to natural phenomenon such as thunderstorms or otherwise, of the Bulk Service, or be liable for any delay or failure to perform if such delay or non-performance arises in connection or from any act of God, fire, earthquake, flood, pandemics, power, power failure, acts of any governmental body or any other cause beyond its control.
13. Confidential Information. Any confidential information provided by one party to the other party herein shall remain the confidential information of the disclosing party and no receiving party shall disclose such confidential information without the prior written consent of the disclosing party and no receiving party shall disclose confidential information as compelled by judicial or regulatory process or otherwise by law or if the confidential information has been made public without any action by the receiving party. "Confidential Information" means any information which is confidential in nature, whether such information is or has been conveyed to receiving party orally or in written or other tangible form, and whether such information is received directly or indirectly, in the course of discussions or other investigations by receiving party. Notwithstanding the foregoing, the absence of any identification shall not relieve receiving party of the obligation to treat as confidential information which would be considered confidential by a person exercising reasonable business judgment. For greater certainty, this provision shall not be construed to prevent either party from disclosing any of the terms of this Agreement to its auditors and financial and/or legal advisors.
14. Applicable Laws. Each party shall ensure that it complies with all applicable laws and regulations. This Agreement will be governed by the laws of the province in which the Building(s) are located and the applicable laws of Canada and all applicable rulings and orders of federal, provincial and local governmental agencies, including, but not limited to, the Canadian Radio-Television and Telecommunications Commission or any successor body.
15. Severability. If any provision of this Agreement is found to be invalid, illegal or unenforceable, the other provisions of this Agreement shall not be affected or impaired, and the offending provision shall automatically be modified to the least extent necessary in order to be valid, legal and enforceable.
16. Notice. Any demand, notice or other communication to be given in connection with this Agreement must be given in writing and will be given by personal delivery or by electronic means of communication addressed to the recipient at the address listed on Page 1, with a copy of all notices to Bell to:
 1 Carrefour Alexander-Graham-Bel
 Tour A, 7e étage, Verdun, Quebec H3E 3B3 Fax: (514) 766-8758
 Attention: Corporate Secretary
17. Notices shall be deemed to have been received by the Owner or Bell as the case may be, at the time of delivery in the case of personal delivery or on the date and time of transmission in the case of electronic means, provided that such transmission was made during normal business hours, with receipts or other verifications of such transmission.
18. Survival. Sections 8, 12, 13, 14 and 15 will survive the expiration or termination of this Agreement.
19. Breach. If the Owner defaults on any of its obligations under this Agreement, (including Section 10, Assignment), the Owner will pay Bell the Flat Monthly Pricing Fee multiplied by the number of months remaining in the Term plus applicable commodity taxes.

Example of damages due for breach for illustration:	Payment
Breach Date	
Effective Date	\$4,646 (Monthly Preferred Fee) x 60 (number of months remaining in the Term) = \$278,760
1 year following Effective Date	\$4,646 (Monthly Preferred Fee) x 48 (number of months remaining in the Term) = \$223,008

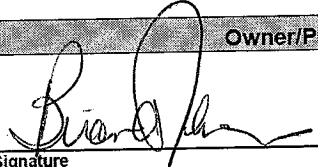
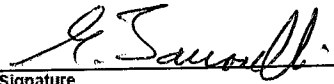

The parties agree that the fees described above represent consideration for the Bulk Services and constitute a reasonable estimate of Bell's potential damages arising from the Owner's failure to perform its obligations under this Agreement and are agreed to be liquidated damages and not a penalty. In the event that a payment to be received by Bell for the above fees would be deemed by the applicable tax legislation to include an amount of GST/HST and/or GST or other tax, the amount of the above fees payable by the Owner shall be grossed up by an amount equal to the amount of GST/HST, GST and other taxes that would be deemed to be included in such payment.

Billing Details

Legal Name	Toronto Standard Condominium Corporation 2410
Address	30 Old Mill Rd Etobicoke, ON M8X 0A5
Attention of	Joana Jalba
Contact Name	Joana Jalba
Title	Condominium Manager
Telephone	416-604-2194
Email	riverhouse@rogers.com

Acknowledgement & Agreement

By signing below, Owner and Bell agree to all the terms and conditions in this Agreement. Signatories for Owner (or property manager) confirm their authority to bind Owner.

Owner/Property Manager Signature(s)		Bell Signature
 Signature	 Signature	 Signature
<u>Brian A. Johnson</u> Name	<u>EMILIO TACCONELLI</u> Name	Philip Bauslaugh Name
<u>Vice-President + Director</u> Title	<u>PRESIDENT + DIRECTOR</u> Title	Director, Operations Title
<u>September 30, 2022</u> Date	<u>SEPTEMBER 30, 2022</u> Date	<u>Sept 30th, 2022</u> Date



October 20, 2022

Toronto Standard Condominium Corporation No. 2410

30 Old Mill Road
Etobicoke, Ontario
M8X 0A5

Dear Board of Directors,

Re: Communications Services offered by Rogers Communications Canada Inc. ("**Rogers**") to the residents of **30 Old Mill Road, Etobicoke, Ontario** ("**Premises**") under an access and bulk agreement commencing January 1, 2023 (the "**Agreement**")

Thank you for the continued opportunity to serve the residents of your community.

The purpose of this letter is to set out our agreement in relation to certain marketing and promotional activity to be conducted by Rogers at the Premises during the term of the Agreement.

Effective as of January 1, 2023, we have agreed that, in consideration of Rogers providing (or continuing to provide) two complimentary services (either Rogers Digital "Premier" TV Package - including 1 high-definition Rogers Digital box without personal video recorder or Rogers 500u unlimited Internet service, including 1 WiFi modem). Rogers shall have the right to conduct on-site events from time to time, not to exceed 4 (four) per calendar year, in a designated common area of the Premises (to be determined and agreed by the Property Manager or other designated representative of the Premises), along with the right to display signage and reasonable communications ahead of time to promote such events.

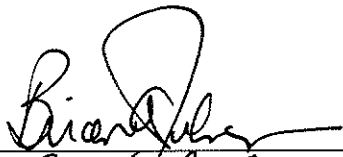
Please confirm your agreement to the foregoing by signing and returning the enclosed duplicate copies of this letter to the undersigned.

Yours very truly,

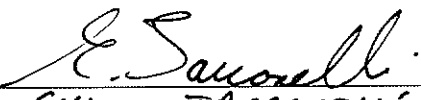
Rogers Communications Canada Inc.

**Toronto Standard Condominium Corporation
No. 2410**

Per: _____
Name: Greg Stokes
Title: Sales Director, Major Accounts

Per: 
Name: **BRIAN A. JOHNSON**
Title: **VICE-PRESIDENT & SECRETARY**

Per: _____
Name: Michael Krstajic
Title: SVP, Major Accounts

Per: 
Name: **EMILIO TACCONELLI**
Title: **DIRECTOR, PRESIDENT**

We have the authority to bind the corporation.

I/We have the authority to bind the corporation.



Bulk Internet Agreement

October 20, 2022

Contract No.

Toronto Standard Condominium Corporation No. 2410

30 Old Mill Road
Etobicoke, Ontario
M8X 0A5

Attention: Board of Directors

Re: Bulk Internet Services offered by Rogers Communications Canada Inc. (“**Rogers**”) to Toronto Standard Condominium Corporation No. 2410 (“**Customer**”) for the premises located at **30 Old Mill Road, Etobicoke, Ontario (Premises)**).

We are pleased to offer the Internet services selected by you in Schedule “A” (“**Internet Services**”) to the occupants of the Premises on the terms and conditions set out below and in Schedule “B” attached hereto.

1. Rogers and the Customer agree that, in consideration of the execution of this agreement by the Customer, Section 4 of the Transfer of Easement between the parties, which provides that Rogers and any other service providers shall only be permitted to provide Communication Services, as that term is defined therein, on a direct resident pay basis, shall no longer apply and shall be of no further force and effect.
2. Rogers will provide the occupants of the Premises with Internet Services on a bulk billing basis to the Customer. Rogers may provide television, telephony, enhanced Internet and other communication services (“**Direct Pay Services**”) in addition to those selected in Schedule “A” on a direct billing basis to the occupants of the Premises.
3. The Customer agrees to pay Rogers service charges (“**Periodic Billing**”) and other charges calculated in accordance with the provisions of Schedule “B”. It is agreed and understood that Periodic Billing encompasses the provision of Internet Services to all existing and future outlets in the Premises, provided that, following the commencement of this agreement, in the event an occupant of the Premises requests installation or activation of an additional outlet, Rogers shall be permitted to charge the occupant its usual installation service charges attributable to such additional installation or activation.
4. This agreement shall be for a term of five (5) years commencing on the earlier of (i) the start of the Migration Period, or (ii) January 1, 2023.
5. Any notice relating to this Agreement will be in writing and sent by registered mail to the other party, delivered personally or transmitted by facsimile to the addresses noted below.
6. This Agreement is subject to the laws and regulations of applicable regulatory authorities which will prevail in the event of a conflict. If any provision of this Agreement is declared invalid such provisions shall be deemed severed and shall not affect the remaining provisions. Delay in the performance by either party of their respective obligations under this Agreement for reasons and circumstances beyond their reasonable control shall be excused for the period of such delay. Any

amendment to this Agreement shall be in writing and signed by the parties. This Agreement shall enure to the benefit of and bind the Premises, the parties their transferees, successors and assign

- 7. The officers signing below hereby certify that the foregoing agreement was duly passed by resolution of the Board of Directors of the Condominium Corporation at a meeting duly called and constituted for that purpose.
- 8. The parties agree that the electronic signature of a party to this Agreement by portable document format (PDF) shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

We look forward to providing services to you and the occupants. Please confirm your agreement to the foregoing by signing and returning the enclosed by signing and returning the enclosed duplicate copies of this letter to the undersigned.

Yours very truly,

Rogers Communications Canada Inc.


855 York Mills Road
 Don Mills, Ontario
 M3B 1Z1
 Facsimile: (416) 446-7416
 Attn: Director, Major Accounts

Toronto Standard Condominium Corporation No. 2410


30 Old Mill Road
 Etobicoke, Ontario
 M8X 0A5
 Facsimile:
 Attn: Board of Directors

We agree to the foregoing this 10TH day of NOVEMBER, 2022.

Per: _____
 Name: Greg Stokes
 Title: Sales Director, Major Accounts

Per: 
 Name: BRIAN A. JOHNSON
 Title: Vice - PRESIDENT + SECRETARY

Per: _____
 Name: Michael Krstajic
 Title: SVP, Major Accounts

Per: 
 Name: EMILIO TACCONELLI
 Title: PRESIDENT

We have the authority to bind the corporation.

I/We have the authority to bind the corporation.

**Schedule B
Periodic Billing**

ADDRESS OF PROPERTY: 30 Old Mill Road, Etobicoke, Ontario
EFFECTIVE DATE: January 1, 2023

SECTION I - CALCULATION OF PERIODIC BILLING

1. Term: 5 years
2. Suites: 101 suites
3. Rates: Customer's Monthly Billing Rate for Internet Services: Defined below
4. Modem: Included in rate below
5. Installation: N/C
6. Periodic Billing Rate:

Year	Period		Rate	Units	Monthly*
1	January 1, 2023	through to December 31, 2027	- \$33.00	x 101	= \$ 3,333.00
* ALL APPLICABLE TAXES, FEES, LEVIES, CHARGES, AND IMPOSITIONS OF ANY SORT, ARE EXTRA					

Payments Per Year: 12 (monthly)

SECTION II- DEFAULT

If payment of an amount due on the Customer's account is not received by Rogers by the specified due date, the Customer will be charged a late payment charge of 1% per month calculated and compounded monthly (12.68 % per year) from the date of the first invoice on which such outstanding amount appears, until such amount is paid in full.

In addition to the foregoing:

- (i) If the Customer fails to make any payments as aforesaid and fails to cure such default within ten (10) business days after written request by Rogers for payment, Rogers will have the right to suspend Internet Services to the Customer, until such default is remedied. The Customer shall remain liable for Periodic Billing Rate plus interest during periods of service suspension. If the default continues for a period of sixty (60) days or more, Rogers, at its option, may elect to cancel the Periodic Billing Rate and the Customer shall be obligated to pay the Individual Monthly Subscriber Rate in effect from time to time for the balance of the term or at Rogers' option, until the default is cured; and
- (ii) If an occupant fails to pay for Direct Pay Services, and fails to cure such default within ten (10) business days after written request by Rogers for payment, Rogers will have the right to suspend Internet Services to the occupant, until such default is remedied.

The Customer shall remain liable for Periodic Billing plus interest during periods of service suspension to the occupant.

Schedule A
Internet Services

ADDRESS OF PROPERTY: 30 Old Mill Road, Etobicoke, Ontario
EFFECTIVE DATE: January 1, 2023

SECTION I – DESCRIPTION OF INTERNET SERVICES

1. **Services:** *Rogers Ignite Gigabit* - High-Speed Internet service including Rogers Ignite WiFi Gateway modem (“Modem”)

Specifications¹: Download - Up to 1 Gbps, Upload - Up to 30 Mbps, Unlimited usage

- 1 Speed may vary with Internet traffic, server gateway/router, computer (quality, location in the home, software and applications installed, home wiring, home network) or other factors.

2. **Equipment:** Included in the monthly Periodic Billing amount charged for each unit, the unit occupant will be entitled to receive one (1) Modem on the following terms and conditions:
- (i) upon activation, the occupant is deemed to have accepted Rogers Terms of Service and Acceptable Use Policy (available at www.rogers.com/terms);
 - (ii) the Modems must be activated with Rogers within 30 days of receipt or returned to Rogers; and
 - (iii) unit occupants who may receive the Modems will be subject to a Rogers credit check and may be required to provide Rogers with a security deposit, credit card and/or driver’s license or other identification to secure the return of the Modems in good condition, reasonable wear and tear excepted.

SECTION II – CONDITIONS, ACTIVATIONS & BILLING

The Customer shall on behalf of the occupants accept Rogers’ “**Acceptable Use Policy**” and enter into Rogers’ **End User Agreement**. The Customer shall provide to the occupants a copy of the Rogers’ “Acceptable Use Policy”. The Internet Modem that is provided shall remain the property of Rogers at all times and shall be returned to Rogers in good working order, reasonable wear and tear excepted, upon expiry or termination of this agreement. The occupants will require a computer having minimum specifications as outlined at www.rogers.com or greater to receive Internet Services. If the occupants wish to upgrade their Internet Services or subscribe to other Communication Services, they will receive a consolidated invoice and the invoice will be the responsibility of the occupant and not the Customer. The occupants shall be solely responsible for any and all use of such Communication Services and any ramifications from such use. Rogers acknowledges that the Customer shall in no way be responsible for the use of the other Communication Services by the occupants.



RULES

Introduction

These rules have been adopted by **TSCC 2410** (“**Riverhouse at the Old Mill**” or “**Riverhouse**”) for the benefit of our community and property. They apply to all owners, residents, guests and invitees. These rules supersede and replace all prior rules of the corporation and apply in conjunction with and in addition to the Act and the declaration. A person who does not understand, requires clarification or is unsure of the meaning of any rule, is to contact the property manager for assistance to avoid infringement of any rule. All owners and residents are encouraged to reference the Riverhouse Resident’s Handbook, which complements these rules.

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1 Definitions

Any word or term used in these rules which is defined in the corporation's declaration shall have the meaning ascribed to it there, including "**Act**," "**board**," "**building**," "**by-law**," "**common elements**," "**common expenses**," "**corporation**," "**declaration**," "**motor vehicle**," "**owner**," "**property**," "**rule**," "**unit**," "**locker unit**," "**parking unit**" and "**residential unit**".

"**resident**" shall mean a person dwelling in a residential unit in accordance with these rules and regulations, whether the owner thereof or any other person having the owner's approval.

"**pets**" is defined in rule 5.1 in the Pets section.

"**Commercial Use**" and "**Long Term Lease Arrangement**" are defined in rules 9.2 and 9.3 respectively.

"**property manager**" shall mean the company hired by the board to manage the operations of the Riverhouse, as represented by a manager and a concierge on duty.

"**recreational facilities**" consist of the swimming pool, whirlpool, pool lounge, steam room, exercise room and change rooms.

"**CEMA**" shall mean a common element modification agreement

"**Smoking**" shall mean any act that involves the inhaling, tasting or smelling of smoke, fumes or vapour produced by the burning or heating of any substance, including but not limited to tobacco, marijuana, any other drug or substance but not including pure water vapour.

2 General

- 2.1 Smoking is not permitted anywhere in or on the common elements or assets of the property, whether common or exclusive use, including balconies, terraces, hallways or exterior areas. This prohibition also applies to any electronic cigarette as defined in the Electronic Cigarettes Act, S.O. 2015, c. 7, or any vaporizer or inhalant-type device that emits smoke, vapour, odours or the equivalent, whether called electronic cigarette or by any other name.
- 2.2 Smoking is permitted only within a residential unit in accordance with Rule 2.3, provided that odours or smoke do not escape such unit to other units or common elements or assets of the property.

- 2.3 Smoking is only permitted by owners, tenants and others who are residents on November 1, 2018, and only permitted within the boundaries of their own residential unit, subject to Rule 2.7.
- 2.4 Any new owner or new tenant who becomes a resident of the Riverhouse condominium after November 1, 2018 is not permitted to smoke any substance within the boundaries of their residential unit, except when government laws permit the use of marijuana for medical purposes. When applicable, a new owner or tenant is to provide written confirmation signed by a medical practitioner, authorized to practice medicine by the College of Physicians and Surgeons of Ontario, stating the owner or tenant, for bona fide medical or therapeutic reasons, should be permitted to smoke marijuana.
- 2.5 Every owner who enters into a lease arrangement with a new tenant after November 1, 2018, shall cause the lease to contain the following provision, or otherwise cause the tenant to execute a written covenant that contains the following provision, or equivalent having the same effect:
- “The tenant hereunder expressly agrees that, subject to government laws permitting the use of marijuana for medical purposes, any person is prohibited from smoking within the boundaries of the residential unit or otherwise at the residential condominium.”
- 2.6 Ash, cigar, cigarette or any other type of butt or other smoking residue is not to be disposed of on or from any part of the common elements.
- 2.7 Any smoking which is permitted by residents, as defined in Rule 2.3, and by new residents permitted to use marijuana for medical purposes, as defined in Rule 2.4, is prohibited if, in the opinion of the board or the property manager, it may or does disturb the comfort or quiet enjoyment of the property by others.
- 2.8 Owners are to take immediate, appropriate and necessary action to stop any type of odour, smoke or equivalent, created from smoking within their residential unit, escaping from their unit and entering any part of the common areas, including exclusive use common areas, or other residential units.
- 2.9 As provided for in Part IV, Section 19 of the Condominium Act, 1998 S.O.1998, c. 19, owners and tenants are to permit, upon given reasonable and sufficient notice and at any reasonable time, the Corporation to enter their residential unit and exclusive use common area to investigate, verify and determine the cause of smoke escaping their unit, provided that complaint(s) from other resident(s) are first confirmed and justified by the board.
- 2.10 No one shall cultivate or grow, or permit the growth, of any marijuana plant anywhere within a residential unit, or in or on the common elements, including exclusive use common elements, or on any asset of the condominium.

- 2.11 Any noise or nuisance, including by instrument or other device or otherwise, which in the opinion of the board or the property manager, may or does disturb the comfort or quiet enjoyment of the property by others, must not be created or permitted.
- 2.12 Units and common elements shall be used only for such purposes as provided for in the corporation's declaration and as hereinafter provided. No unlawful use or use deemed by the board to be improper or offensive shall be made of any part of the property. All applicable municipal and other zoning ordinances and all laws, rules and regulations of all government regulatory agencies having jurisdiction must be strictly observed, including those pertaining to fire and health.
- 2.13 Signs, advertisements or notices are not to be inscribed, painted, affixed or placed on any part of the inside or outside of the building or common elements whatsoever nor any awning or shade affixed without the prior written consent of the board, including entering into a CEMA, as may be required.
- 2.14 Auction sales or garage sales shall not be held on the property unless the prior written consent of the board is obtained, which consent may arbitrarily be withheld.
- 2.15 Outside painting shall not be done to the exterior of the building, railings, doors, windows or any other part of the common elements nor any alteration or decoration made to a residential unit which is visible from the exterior of the unit without the prior written consent of the board, including entering into a CEMA as may be required.

3 Safety

- 3.1 Nothing may be done, brought or kept anywhere on the property which in any way may increase the risk of fire or the rate of fire insurance for the building or any personal property in it. The requirements of the corporation's insurer must be observed.
- 3.2 Hazardous or combustible materials, or provisions or materials deemed to be offensive by the board, must not be carried, stored or kept anywhere on the property.
- 3.3 Portable propane or natural gas tanks must not be carried, stored or kept anywhere on the property and charcoal or propane barbecues or heaters are not permitted on the terraces and balconies.
- 3.4 Smoke/carbon monoxide alarms and the emergency loudspeaker system must not be tampered with or disconnected

4 Security

- 4.1 Only residents, guests and invitees who are registered with the property manager are allowed access to the property, whether ongoing or for a single visit.
- 4.2 Common element keys, fobs, and garage door openers may be duplicated as long as the property manager is provided with the names of persons authorized by the owner to have such keys, fobs and garage door openers.
- 4.3 Building access doors permitting ingress or egress to the outside, other than balcony or terrace doors, are not to be left unlocked or wedged open for any reason.
- 4.4 When guests are given permission to occupy a residential unit during a resident's absence the property manager must be notified in writing or electronically of the names of such guests, dates of occupancy and if applicable, their automobile licence numbers.
- 4.5 A visitor may use or have access to the recreational facilities only when accompanied by an owner or resident, or allowed entry to such recreational facilities by the owner or resident at the time of such visit.

5 Pets

- 5.1 The term "pets" is defined to mean and include only domesticated dogs and cats, small caged birds and tropical fish; provided that dogs having a reputation for aggressiveness, such as Pit Bulls, Rottweilers, Mastiffs, Dobermans, and other breeds, or cross breeds, that are considered by the board in its sole and unfettered discretion to have a similar reputation, are specifically excluded from the definition of pets.
- 5.2 Animals, livestock, reptiles, rodents or fowl, other than pets and Service Animals (as defined in Ontario Regulation 429/07 under the Accessibility for Ontarians with Disabilities Act, 2005), are not to be kept or allowed in any unit or upon the common elements, including those parts thereof of which the owner has the exclusive use.
- 5.3 Up to a total of two dogs or cats (two dogs, two cats, or a dog and a cat), four small caged birds and an aquarium of fish may be kept by the resident(s) of a unit.
- 5.4 A pet that is deemed by the board, in its absolute discretion, to be a nuisance or a danger to residents must not be brought into the Riverhouse or kept by any resident in any unit or on any of the common elements.
- 5.5 All residents and guests must register their pet(s) and Service Animals with the property manager prior to keeping a pet or service animal within the Riverhouse. Registration of a dog or cat will not be permitted unless (i) the pet owner produces a current copy of a municipal license and an up-to-date health certificate from a veterinarian; and (ii) with respect to dogs, the dog's owner signs an acknowledgment that they have read and understand this rule as it applies to dogs.
- 5.6 Residents are to advise the property manager of all visiting pets staying overnight.

- 5.7 When a pet will be staying overnight for more than five consecutive nights the pet must be registered with the property manager in the same manner as outlined in rule 5.5 for a resident pet. This includes providing an up-to-date veterinarian health certificate and a copy of the municipal license for a dog or cat.
- 5.8 Pets are not to be kept or bred for commercial purposes.
- 5.9 Each pet owner is responsible for ensuring that the rights of other residents to peace and quiet enjoyment are not infringed upon or diminished by the noise of that owner's pet. In accordance with the City of Toronto Noise By-law, pets are not permitted to create a frequent, continued or "triggered" recurrent noise.
- 5.10 Unattended pets are not permitted anywhere on the common elements, including exclusive use common elements such as balconies and terraces. Tethered pets may be left unattended on balconies and terraces when a person responsible for the pet is present in the same residential unit.
- 5.11 Pets must be leashed or caged at all times while in or on the common elements. The effective length of a leash while in or on the common elements should not be longer than three (3) feet (one metre), except in an elevator where the effective length of a leash element should not be longer than one (1) foot (30 cm).
- 5.12 It is recommended that dogs exit through the loading area on level P1, as it has the most direct access to the pet waste station.
- 5.13 Dog owners must not permit their dog to urinate on the common areas and specifically the landscape areas, including grass, plants and trees along the front of the building.
- 5.14 Non-resident dog walkers must register with the concierge upon their arrival at the Riverhouse. Dog walkers must enter and exit by the P1 loading area when accompanied by the dog(s). They may be provided with a key/fob for such use during the visit.
- 5.15 Pet owners are to deal with pet waste in the following manner:
- a. Pet owners shall immediately pick up and dispose of all pet waste in an appropriate receptacle.
 - b. A dog waste station has been constructed adjacent to the loading area and waste disposal bags and a disposal bin are available to accommodate pet owners. This area is lit at night time.
 - c. Failure to clean up a pet's defecation on the common elements, including landscaped areas and the pet waste station, will result in the cleanup cost to the Riverhouse being charged back to the pet owner, with such costs being recoverable as an additional contribution by the unit owner to the common expenses of the Riverhouse. Further sanctions may be levied in accordance with rule 5.17 below.
 - d. Pet owners are to immediately clean up their pet's urination on the common elements (excluding the pet waste station and landscaped areas where it may not be possible). Failure to clean up urination will result in cleanup costs to the Riverhouse being charged back to the pet owner, with such costs being recoverable

as an additional contribution by the unit owner to the common expenses of the Riverhouse. Further sanctions may be levied in accordance with rule 5.17 below.

- 5.16 Pet owners are responsible for the cost of remediating any damage caused by their pet.
- 5.17 If the board determines that a complaint regarding a pet is well founded and a violation of these rules has occurred, the board will deal with the enforcement of these rules in accordance with section 18 (Rules Enforcement).

In addition to the process outlined in section 18 (Rules Enforcement), violations of the rules with respect to pets will also be subject to the following additional actions:

- a. If the violation is the second violation of this rule and relates to damage to the landscape areas, including grass, plants and trees along the front of the building, the board may at its sole and unfettered discretion suspend the privilege of the pet owner using the front entrance for the purposes of entering and exiting with a dog for a period of time.
- b. If the violation is the third violation of this rule and relates to damage to the landscape areas, including grass, plants and trees along the front of the building, the board may at its sole and unfettered discretion suspend the privilege of the pet owner using the front entrance for the purposes of entering and exiting with a pet for a minimum 12-month period of time.
- c. Should a fourth violation occur, the board will direct the corporation's solicitor to commence enforcement proceedings against the delinquent or offending residential unit owner, resident, tenant or guest, in accordance with the provisions of the Condominium Act 1998, S.O. 1998, as amended. This may include declaring the pet a nuisance and requiring its permanent removal from the Riverhouse within a specified period.
- d. Notwithstanding anything contained in these rules to the contrary, the board may, at any time, require the immediate removal of a pet if it determines, in its sole and unfettered discretion, that such removal is required in order to protect the health, safety and/or welfare of the Riverhouse community and its residents. Such pet owner, within two (2) weeks of receipt of a written notice from the board requiring the removal of such pet from the premises, is to permanently remove the pet from the pet owner's residential unit, and any other residential unit or common element of the property.

6 Residential Units

- 6.1 An owner or resident must not make any major alteration to plumbing, electrical, mechanical, communication systems, sprinkler systems, structural or architectural items (including changes to floors) in or to their unit without the prior written consent of the board, including entering in to a CEMA, as may be required. Refer to the Riverhouse Resident's Handbook for lists of major alterations and items considered minor renovations not requiring board approval. If prior written approval for a major alteration is not obtained from the board, the owner may be required to return the unit to its prior state at the owner's

expense. An owner who is unsure if the proposed work is considered a major alteration is to contact the board or property manager prior to the commencement of any work.

- 6.2 The board reserves the right to require any substantial work that could harm the common elements or be a safety concern, to be supervised by the corporation at the expense of the owner and may request a deposit to cover all reasonable estimated costs of such supervision. The board may also require an owner to enter into a written agreement to indemnify the corporation with respect to any expenses, damages or costs whatsoever which might be incurred by the corporation arising from the carrying out of the work by the owner's contractor, trade or service personnel including damage to the common elements or to common building services. The corporation may collect any such expenses, damages and costs from the owner in the same manner as common expenses.
- 6.3 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, rice, starchy foods or other substances shall be thrown therein. The cost of repairing damage resulting from misuse or from unusual or unreasonable use by anyone in the unit will be borne by the owner of the unit.
- 6.4 An owner or resident must not overload electrical circuits in their unit and must not alter in any way the amperage of the circuit breakers in their unit.
- 6.5 An owner or resident is not to permit an infestation of pests, insects, vermin or rodents to exist at any time in their unit or adjacent common elements. Each owner or resident is to immediately report to the property manager all such incidents and shall fully co-operate with the property manager to provide immediate access to their unit for investigation. Any removal or spraying programs necessary to eliminate such incidents or mitigate damages within the unit or adjacent common elements will be at the owner's expense.
- 6.6 All shades or other window coverings are to be white or off-white as viewed from the outside of the building. All draperies are to be lined in white or off-white to present a uniform appearance to the exterior of the building.
- 6.7 Water is not to be left running unless in actual use. Washing machines, clothes dryers and dishwashers are not to be running, and ovens and cooktops are not to be on unless an adult occupant is present in the unit at the time of use.
- 6.8 Weather stripping around unit entry doors is not permitted unless prior written approval is obtained from the board.
- 6.9 Unit entry doors are to be fully closed and not be propped or wedged open.

7 Common Elements - General

- 7.1 Except as approved by the board no item is to be inscribed, painted, affixed or placed on any part of the common elements including but not limited to, hallways, doors, door frames, walls, floors, windows, railings and landscaping.

- 7.2 Holiday wreaths may be placed on entry doors only by “over the door” hangers and not by means of nails, screws, glue or tape.
- 7.3 Any furniture, furnishing or other item owned by the corporation and located in the common elements shall not be removed from the room in which they are placed without the prior approval of the board or property manager.
- 7.4 No one shall harm, destroy, alter or litter the common elements or any of the landscaping on the property.
- 7.5 Doormats, shoes or other items shall not be placed in the hallways or any part of the common elements, except in exclusive use areas.
- 7.6 Refuse, debris or garbage is not to be placed, left or permitted in common elements, including those of which the owner has the exclusive use, and same is to be placed in an area designated by the corporation for waste management.
- 7.7 Clothing (tops and bottoms) and footwear are required at all times while outside a residential unit, including in the exercise room. However, bathing suits may be worn in the swimming pool, whirlpool, pool lounge and steam room.
- 7.8 Use of rollerblades, scooters, hover boards, tricycles, skateboards and any other recreational device is not permitted in the common elements.

8 Exclusive Use Common Elements - Balconies and Terraces

- 8.1 Balconies are to be maintained in a clean and slightly state, and not used for the storage of any materials or items, including boxes, shelves and bicycles.
- 8.2 Only the following items may be placed on balconies or terraces:
 - a. Outdoor furniture and furnishings, none of which is to be affixed to the floor.
 - b. Natural gas barbeques connected with a permanent line to the building gas supply or electric barbeques. Residents shall take appropriate measures to prevent excessive smoke from barbequing.
 - c. Planter boxes suspended inside a railing only, or planters standing on but not affixed to the floor or other stable surface.
 - d. Umbrellas (where there is no overhead projection to provide shade).
 - e. Seasonal decorations associated with religious occasions for periods reasonably concurrent with such occasions only.
 - f. Floor decking as may be approved by the board.
- 8.3 Residents are responsible to ensure that all items located on their balcony or terrace cannot become airborne in high winds.
- 8.4 Mops, brooms, dusters, rugs and bedding are not to be shaken or beaten from any window, door or part of the balcony or terrace. The sweeping or washing of any balcony or terrace floor shall be done in such a manner as to prevent dirt or water from falling on any lower balcony or terrace.

- 8.5 Except as otherwise specifically permitted in these Rules, clotheslines, flags, banners or pennants, lights or other decorations or any item draped over or hung from railings are not permitted on any balcony or terrace.
- 8.6 Feeding of birds from balconies or terraces is not permitted.

9 Occupancy / Tenancy

- 9.1 Each residential unit shall be for private, single family/single housekeeping residential occupation and use only, and for greater certainty but without limiting the generality of the foregoing, no Commercial Use is permitted in any residential unit.
- 9.2 For purposes of these rules, the term “Commercial Use” of a residential unit shall mean any or all of the following:
- a. The carrying on of a business, the operation of a business office or professional office in that unit, which involves persons attending the property for consultations, receiving services or obtaining physical goods.
 - b. The use of that residential unit as a hotel, suite hotel, boarding or lodging house, including, without limitation, providing accommodation for the travelling/vacationing public via online marketplaces or utilizing any other type of marketing or distribution channel.
 - c. The transfer of any interest or right to use or occupy that residential unit for a period of less than six (6) consecutive months, in exchange for monetary or any other benefit. Notwithstanding the foregoing, any use or occupancy of a residential unit for a period of less than six (6) consecutive months will not be considered Commercial Use if it has been approved in writing by the board, in its absolute discretion, prior to such use or occupancy.
- 9.3
- a. For the purposes of section 22 of the corporation’s declaration, as amended, “Long Term Lease Arrangement” shall mean the transfer of any interest or right to use or occupy that residential unit for a period of at least six (6) consecutive months “or” the transfer of any interest or right to use or occupy that unit for a period less than six (6) months that has been approved by the board pursuant to part c. of rule 9.2. Each Long-Term Lease Agreement requires a duly executed lease or sublease agreement.
 - b. Residential units are to be used and/or occupied under a Long Term Lease Arrangement only if, prior to the tenant or subtenant being permitted to occupy the residential unit, the owner of that residential unit has delivered to the property manager a completed Tenant Information Form, a duly executed covenant or agreement (as described in Section 25(c) of the Declaration), and a signed copy of the lease or sublease or a summary of the lease or sublease in the form prescribed by the Regulations to the Condominium Act, as amended.

- c. If the owner fails to provide the foregoing documentation in compliance with part b. of rule 9.3 prior to the commencement of the tenancy or sub-tenancy any person or persons intending to reside in the owner's residential unit shall be deemed a trespasser by the corporation until and unless such person or persons and the owner comply therewith.
- d. Within seven (7) days of the termination of a lease or sublease of a residential unit or of being advised that the tenant or sub-tenant has vacated or abandoned the residential unit the owner of that residential unit shall notify the property manager, in writing, that the residential unit is no longer rented by the outgoing tenant or sub-tenant.
- e. For greater certainty, if an owner allows a tenant to sublet that owner's residential unit to another tenant, it is the owner's responsibility to comply with the provisions of section 9, including without limitation, providing all the documentation contemplated under rule 9.3.

10 Parking

- 10.1 The declaration specifies those types of motor vehicles which may enter and those that are prohibited from entering the building to park. Prohibited vehicles include any vehicle longer than a parking space or higher than 6'3" (1.9 meters), a trailer, recreational vehicle, motor home, boat, snowmobile, and such other vehicle as the board may wish to exclude from time to time.
- 10.2 Common area electrical supply shall not be used for recharging a motor vehicle or for any other reason.
- 10.3 Each resident is to provide to the property manager the make, model, colour and licence number of all motor vehicles utilizing a parking unit.
- 10.4 As noted in the declaration, all motor vehicles and their attachments shall be parked within the legal boundaries of a parking unit. This rule will be strictly enforced where motor vehicles not complying with this rule impede traffic flow and/or create safety issues.
- 10.5 Only motor vehicles, one small cart used to transport shopping items from a motor vehicle to a unit, bicycles stored on a bicycle rack approved by the board and any other fixture and its integral equipment approved by the board may be located or stored in a parking unit.
- 10.6 Parking is prohibited in traffic lanes and delivery and loading areas. The offending vehicle may be towed without notice to the owner and at the owner's expense.
- 10.7 Servicing, repair or washing of any motor vehicle shall not take place in the parking units or common elements without the express written consent of the property manager or the board.
- 10.8 Residents are responsible for cleaning any oil or other leaks resulting from their vehicles or those of their visitors.

- 10.9 Residents shall not park their vehicles in visitors' parking unless permitted by the property manager for short term purposes in accordance with board policies. Residents who are permitted by the property manager to park overnight are to comply with rule 10.10.
- 10.10 Any vehicle parking overnight for one or more consecutive nights in visitors' parking is required to display at all times a parking permit issued by the property manager. The permit must be visible on the front dashboard. Vehicles that do not clearly display a valid parking permit for overnight parking will be ticketed.
- 10.11 The board may from time to time determine a maximum number of consecutive or total nights for which parking permits will be issued to visitors or may exempt certain visitors, such as care-givers, from such maximum numbers.
- 10.12 The posted speed limit must be respected, and drivers are to proceed cautiously at all times. No unreasonable acceleration, radio or vehicular noise level is permitted.
- 10.13 Residents are to remove their motor vehicles and all other items from their parking units when garage repairs or power washing occurs. If a resident fails to remove their vehicle(s) and other items, and garage repairs/washing cannot be completed, the owner of the parking unit will be held responsible for any additional costs or delay.
- 10.14 Neither the corporation nor its representatives or authorized agents will be responsible for any damages to, or theft of or from motor vehicles, bicycles or other items in the parking units or on the common elements.

11 Contractors and Service Personnel

- 11.1 Owners and tenants are strictly to comply with all policies and procedures for the performance of renovations, modifications or improvements to a unit and for the attendance of contractors for such purposes. The form containing these policies and procedures is available from the property manager or the corporation's website. For work requiring approval by the board as specified in rule 6.1, the form is to be signed by the owner. Owners and tenants are to discuss with the property manager the nature and timing of the work they wish to undertake prior to doing so.
- 11.2 All owners are to ensure their contractors are licensed and insured as appropriate considering the nature and scope of the work to be carried out in their unit. The owner of that unit is primarily responsible for any work performed by such owner, their tenant(s) and their contractor(s).
- 11.3 The owner shall notify the property manager prior to the arrival of any contractor retained to perform any work in their unit.
- 11.4 Renovations and any other activity which will create noise or vibration, including hammering or the use of power tools, may be done Monday through Saturday (statutory holidays excepted), 9:00 a.m. to 5:00 p.m. (or such other times as may be established by

the board from time to time), and only emergency repair services are permitted at other times.

- 11.5 For work in a unit which will create noise sufficient to cause annoyance to any other resident for an extended period of time, the owner of that unit shall give notice to the property manager in advance of such work commencing. If prior notice is not given to the property manager all work may be stopped in the unit.
- 11.6 Contractors are responsible for the removal of all debris and waste from the building. No such items may be disposed of in any of the building waste management facilities or on the common elements.
- 11.7 Residents receiving a service on a frequent basis, e.g. dog walker, child or elderly care giver, personal fitness instructor or cleaner, are to notify the property manager of the frequency and other information related to the visits, as may be required by the property manager.

12 Waste Management

- 12.1 All garbage is to be tightly wrapped in paper, polyethylene or plastic bags and deposited in the chute provided for such purpose or as otherwise directed by the property manager.
- 12.2 Light loose garbage is not to be deposited in the garbage chutes. This is especially the case with very light items such as loose pieces of paper or cardboard, plastic bags, small boxes, Styrofoam etc. as these may float in the air column of the chute and be registered by the sensors as a blockage, resulting in the garbage chute ceasing to function.
- 12.3 Larger cartons, boxes or crating material (e.g. cardboard boxes used when moving in) are to be broken down and taken to the waste recycling and holding area in the loading bay on P1. Smaller cardboard is to be torn up into small pieces and disposed of as with other recyclable paper waste. Only items that easily fit the dimensions of the chute door opening and which are unlikely to “spring open” or expand are to be disposed of through the garbage chute. Items which do not easily fit through the chute door must not be forced down the chute.
- 12.4 Glass containers should be wrapped and placed in a bag to reduce or eliminate breakage when dropped down the chute. Wine and beer bottles may be left on the floor of the garbage chute room or placed on the floor in the P1 loading area for return by the property manager.
- 12.5 Household Hazardous Waste, as determined by the City of Toronto Garbage Collection Services, is not to be discarded in the garbage chute or poured down into drains or toilets. This includes bleach, fluorescent light bulbs (CFL), batteries, antifreeze, paint, solvents, mercury thermometers, and aerosol cans. These items should be taken to the P1 loading area.
- 12.6 Medications, syringes and medical sharps are not to be disposed through any means at the Riverhouse. They may be either dropped off at a City of Toronto Drop-off Depot or

taken to a pharmacy for disposal.

- 12.7 Electronic waste is to be placed in the appropriate bin in the waste recycling and holding area in the loading bay on P1 (i.e. not put down the garbage chute), or may be dropped off at a city designated electronic waste drop-off.
- 12.8 Garbage is to be placed in the garbage chutes only between the hours established by the property manager (which are posted in the garbage chute room on each floor) so as not to disturb residents who occupy units close to the chutes.

13 Elevators and Moving/Deliveries

- 13.1 Residents wishing to use an elevator for moves in and out of their unit are to complete an elevator reservation form and pay the security deposit required therein. Reservations of elevators may be done on the website or through the property manager. Each use of an elevator for moves or deliveries requires protective pads to be employed, and following such use, an inspection of the elevator will be done by the property manager.
- 13.2 Residents are not to move large unwieldy items from one floor to another or in or out of the building except by the elevator designated for such purpose by the property manager and only after proper wall protection has been affixed in that elevator by advance arrangement with the property manager.
- 13.3 All external moves and deliveries of large unwieldy items, or as otherwise determined by the property manager, must be made through the loading bay on P1.

14 Locker Units

- 14.1 Storage of items outside or on top of the screened area of a locker unit is not permitted.
- 14.2 Food products or other perishables are not to be stored in locker units unless secured in sealed glass, plastic or metal containers to prevent possible attraction of vermin.

15 Recreational Facilities

- 15.1 The recreational facilities (pool area in particular) have a number of posted municipal and provincial laws and regulations related to health and safety, as well as Riverhouse policies. All users of the recreational facilities must strictly observe these laws and policies.
- 15.2 Pets are not permitted in the recreational facilities.
- 15.3 Personal trainers are allowed in the exercise room, but are prohibited from providing their services to anyone other than owners, residents and their guests.
- 15.4 In order to help ensure that pollution of the water does not create health issues for other users, persons lacking toilet training or control must wear snugly-fitting swim diapers plus

rubber pants when in the pool or whirlpool. Water contamination will result in significant cleaning costs, for which the applicable owner or resident will be responsible.

- 15.5 All users of the recreational facilities are to ensure they leave no water on the floor of the hallways, stairs and elevators when leaving the pool/change room area, as water creates slippage hazards for others.

16 Party Room

- 16.1 Only an owner or tenant may reserve the party room, by completing the applicable form of agreement and providing the security deposit.
- 16.2 The owner or tenant reserving the party room is to comply with all terms and conditions of the agreement and is to be in attendance for the entire duration of the event.

17 Bicycles

- 17.1 Bicycles are to be stored in the rooms or areas designated for bicycle storage or in parking units having an approved bicycle rack.
- 17.2 Any bicycles chained to posts, fences or rails located throughout the common elements, or unauthorized bicycles using corporation racks, will be removed.
- 17.3 Bicycles and e-bicycles are not permitted to enter the building through the front entrance lobby.
- 17.4 Bicycles are only permitted in the elevators on a rare and infrequent basis after the property manager has installed protective padding.
- 17.5 E-bicycles are not permitted in any area outside of the parking floors.

18 Rules Enforcement

- 18.1 If the board determines that a violation of the rules has occurred the consequences may include, but are not limited to, the following:
- a. On the first violation, notification in writing by the property manager to the resident requiring the immediate and permanent compliance with the rules.
 - b. On the second violation, notification in writing by the board to the resident (with a copy to the corporation's lawyer, and if the resident is a tenant, with a copy to the owner) requiring the immediate and permanent compliance with the rules and advising the recipient that legal costs will be incurred on a subsequent violation.
 - c. Upon the third violation, notification in writing by the corporation's lawyer to the resident and, if the resident is a tenant, to the owner, reinforcing the demand for the

immediate and permanent compliance with the rules. The legal costs to the corporation as a result of the violation will be billed to the resident. If this notice is served on a tenant, then the non-resident owner will also be sent a notification and, in the case of default of payment by the tenant, the non-resident owner will be held responsible for payment to the corporation.

- d. Should a fourth violation occur, the board will direct the corporation's solicitor to commence enforcement proceedings against the delinquent or offending unit owner, resident, tenant or guest, in accordance with the provisions of the Condominium Act 1998, S.O. 1998, as amended. This may include, should the violation pertain to a pet, declaring the pet a nuisance and requiring its permanent removal from the Riverhouse within a specified period
- 18.2 A unit owner is jointly and severally liable for all costs and damages, including all legal costs incurred as consequence of a violation by their tenant or co-resident or by the guest or invitee of such owner, co-resident or tenant.
- 18.3 All costs incurred by the Riverhouse as a result of the violation of these rules or in enforcing these rules are collectible from the unit owner housing or hosting the person or persons violating the rules as an additional contribution by the unit owner to the common expenses of the Riverhouse.

Toronto Standard Condominium Corporation No. 2410

Schedule of Agreements

Fire Safety Systems – Dunwell Fire Protection Services

Alarm Panel Monitoring –GuardTek

Generator – Northern Generator

HVAC Preventative Maintenance – Applied Systems Technologies

Building Automated System Monitoring – Empire Controls

Pool and Spa Maintenance – Service Plus Aquatics

Cleaning – Whiterose Janitorial

Superintendent – Whiterose Janitorial

Concierge – Elite Residential Concierge

Winter Maintenance – Cure Lawn Ltd.

Website – Condo Control Central

Property Management – Crossbridge Condominium Services Ltd.

Elevator Maintenance – Element Elevators

Pest Control – City & Country

Suite Hydro Meter Maintenance and Services – Toronto Hydro

Suite Water and Gas Sub-metering – Carma Billing Services



Riverhouse at the Old Mill Policy Manual

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1. INTRODUCTION

The governance requirements and guidelines for condominium corporations in Ontario can be found in five different documents listed below in order of priority:

- The Ontario Condominium Act
- The Declaration of the condominium corporation
- The By-laws of the condominium corporation
- The Rules of the condominium corporation
- The Policies of the condominium corporation

These five documents form a hierarchy. The provisions of any of these documents cannot be inconsistent with or contradict the provisions of a document above it in the hierarchy. Policies are the lowest rung of the hierarchy and all policies must be consistent with the four documents that have precedence.

Both Rules and Policies deal with everyday issues such as noise, parking, smoking, pets, bicycle restrictions and in-suite renovations. The difference is that when:

- a Rule is made, repealed or amended by the Board of Directors, the rule must be circulated to the owners for their review. The notice to owners advises them that they have the right to challenge the rule by requisitioning a meeting of owners. 15% of owners (16 units at the *Riverhouse*) have to sign and forward a Requisition letter to the Board of Directors, who will then call a meeting of owners to discuss and vote on the rule in question. The majority of owners (in person and by proxy) at an owners' meeting called for such purpose can either approve or vote against the rule. The rule only becomes valid and enforceable if the majority of owners, *present at the meeting* and by proxy, vote in favour of the rule. If no meeting is requisitioned by the owners within 30 days from the date of Notice, the rule then becomes effective and enforceable.
- a Policy can be created, repealed and amended by resolution made at a meeting of the Board of Directors. Owners are notified of new policies or policy changes once approved by the Board. Policies are subordinate to the Rules and generally provide further details related to the Rules and provide for operational processes such as the use of the party room and fees related to its use, use of other amenity facilities, waste management, visitors' parking, procedures for proceeding with in-suite renovations and many other everyday uses of the common elements and the units.

The following Policies are organized by section to coincide with the organization of the Table of Contents for the *Riverhouse* Rules.

2. GENERAL

2(a) Board Meeting Policy

To ensure the effective Board governance of the *Riverhouse at the Old Mill*, the following policy has been adopted regarding regular and specially scheduled Board meetings.

1. The date, time and place of Regular meetings of the Board will be set at the first meeting of the Board following the Annual General Meeting. The schedule of such Board meetings shall be distributed by the Corporate Secretary or his or her delegate.
2. Subsequent changes to the date, time and place of Regular Board meetings can only be made with the unanimous consent of all Board members and any changes will be confirmed in writing, as prescribed in the By-laws, by the Corporate Secretary or his or her delegate. A Board member may consent to a changed date, time and place of a Board meeting notwithstanding he or she is unable to attend the meeting on the changed date.
3. Similarly changes to the date time and place of specially scheduled Board meetings upon being set, can only be made with the unanimous consent of all Board members and any changes will be confirmed in writing, as prescribed in the By-laws, by the Corporate Secretary or his or her delegate. A Board member may consent to a changed date, time and place of a Board meeting notwithstanding he or she is unable to attend the meeting on the changed date.

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1	Policy presented	BOD	December 19, 2018
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2(b) Residents Meeting with the Board

Owners and residents may meet with the Board between 5:00 pm and 5:30 pm before any Regular Board meeting to discuss any topic, recommendations or concerns they may have. Residents who wish to speak with the Board of Directors during this time, should provide the property manager with his/her item(s) for discussion in advance of the meeting. This will provide the Board with the opportunity to source any background information available and will allow for a more effective and efficient meeting for both the resident and the Board.

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1	Policy presented	BOD	December 19, 2018
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2(c) Noise Mitigation Enforcement

The purpose of this policy is to provide further guidance to the enforcement of *Riverhouse Rules 2.11, 5.9, 10.12, 11.4, and 11.5* with respect to noise.

Sub-section 591-2.1 A(1) of the City of Toronto Municipal Code Noise By-law provides as follows:

“No person shall emit or cause or permit the emission of sound that..... projects noise beyond the lot line of the property from which the noise emanates”

For purposes of mitigation of noise originating in units at the *Riverhouse at the Old Mill*, the “lot line of the property” shall be defined as the perimeter of the unit excluding exclusive elements and hallways.

The Riverhouse at the Old Mill typically will not take any action if the noise emanating from a unit or a motor vehicle operated within the underground garage is:

- 1) Predominately inaudible beyond 10 feet from the suite entry door in the unit, and/or
- 2) Noise outside of a suite entry door, originating from within the unit, is generally within the following guidelines:

Daytime (7 am to 11 pm)
55 to 60 decibels

Night (11 pm to 7 am)
40 to 45 decibels

(Note: A closed suite entry door generally absorbs/reflects 30 to 35 decibels of sound and the above daytime limits are equivalent to 80 to 85 decibels at the source and this level of noise can be emitted from a radio or TV speaker that is turned up loud. Studies have shown that prolonged exposure to sound levels above 85 decibels can be injurious to health.)

- 3) The noise emanating from the unit is of short duration, (less than 5 minutes in duration) and is not repetitive, and/or is not of a nature that the Board finds irritating, distressful or offensive to other residents such as sharp, high pitch sounds, low vibrating noise or whimpering, barking pet sounds.
- 4) A noise level created by a motor vehicle operated within the underground parking garage that:
 - Is driven within posted speed limits, avoids the persistent use of the vehicle horn, tire squealing, and elevated exhaust noises, but in all circumstances is below 70 decibels measured from the vehicle to the point of reception.
 - exceeds 70 decibels but is the minimum noise level emitted by the vehicle (e.g. a motorcycle) when any controllable engine or exhaust features that increase sound are nonoperational. This means that vehicles must operate using the lowest possible engine and muffler noise modes within the garage.

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1	Policy presented	BOD	December 19, 2018
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2(d) Records Management and Update

The property manager maintains records related to all condominium units in accordance with sections 55(1)(6), 46.1(2), 46.1(3) and 83(1) of the Condominium Act of Ontario, and Rule 5 (Pets) of the *Riverhouse* Rules.

This information is used for the purposes of ensuring the safety and security of residents and pets, and to provide the necessary support when required by a Fire Safety and Emergency Response team or the Police in the event of an incident or emergency.

It is the responsibility of unit owners and residents to ensure the records maintained by the Condominium Corporation pertaining to them are kept up to date. The forms used for reporting the required information are found on the Condo Control Central software (“TSCC2410 Owner Resident Registration Package”).

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1	Policy presented		BOD	December 19, 2018
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2(e) Directors Code of Ethics

The *Riverhouse at the Old Mill* has established a Directors Code of Ethics to outline the Corporation’s expectations of individuals in their capacity as a director and to provide guidance to directors how they should act in various circumstances that they may encounter as a director.

The following Directors Code of Conduct is to be signed by a director prior to the first board meeting following a director’s appointment, and annually thereafter to remind them of their continuing obligations outlined in the Directors Code of Ethics.

DIRECTORS’ CODE OF ETHICS TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2410

I have consented to act as a Director of the Corporation and I agree to comply with the following Directors’ Code of Ethics throughout my terms as a director:

Honesty and Good Faith – I will act honestly and in good faith. I will do nothing to violate the trust of the unit owners I serve.

Care, Diligence and Skill – I will exercise the degree of care, diligence and skill of a reasonably prudent person in comparable circumstances. I will make a concerted effort to attend all Board and owners' meetings. I will act responsibly and with due diligence to become familiar with the affairs of the Corporation and to uphold its Declaration, Description Plans, By-Laws, Rules, Resolutions, Policies, Agreements and Requirements of the Condominium Act and other legislation.

Conflict of Interest – I am not currently aware of any actual or potential conflict of interest with respect to any contract, transaction, building deficiency claim, warranty claim, legal action, proceedings or any matter detrimental to the Corporation. If I become aware of any conflict, I will immediately disclose it to the Board. I will not promote my own interests or those of any owner, resident, family member, friend or contractor to the detriment of the Corporation. I will not seek any special benefits or privileges as a Director or Officer or accept any compensation either personally or on behalf of any other person except as permitted by a By-Law. I will act only in the best interests of the Condominium Corporation as a whole and I will not favor the interests of any individual or group of owners or residents.

Confidentiality – I will not disclose to any person (including my spouse) information decided by the Board to be confidential or privileged or which reasonably ought to be deemed confidential. When in doubt, I will request determination by a resolution of the Board.

Good Conduct – At all times, I will conduct myself in a professional and businesslike manner at meetings of Directors or Owners. I will approach all Board issues with an open mind, preparing to make the best decisions on behalf of the Corporation. I will act ethically with integrity and in accordance with legal criteria. I will comply with rules of good conduct and will deal with others in a respectful manner. I will comply with principles of good governance and procedural rules of order.

Support – I will abide by decisions of the majority of the Directors even though I may disagree, but I reserve the right to express my own views to owners upon non-confidential issues.

Defamation – I will not make erroneous or defamatory statements about the Corporation or any owner, resident, director, officer, manager, staff or contractor of the Corporation.

Minimize Conflict – I will attempt to prevent or minimize conflict and disruption and will promote good relations amongst persons involved in our Condominium Community. I will promote a first-class image for our Corporation, its units, owners and residents.

Education – recognizing that governance of a Condominium Corporation involves complex and changing requirements, I will continue to educate myself by reading relevant magazines (such as CCI’s News & Views, CM Magazine or Condominium Business Magazine). I will support attendance by one or more Board members at any condominium seminars presented by the Canadian Condominium Instituted (CCI), including CCI’s Basic Directors’ Course and CCI Advanced Directors’ Courses at the cost of the Corporation.

Agreement – I hereby agree to comply with the provisions set out in this Directors’ Code of Ethics.

Dated at _____ this _____ day of _____, 20 .

SIGNATURE _____

PRINT NAME OF DIRECTOR _____ **UNIT NO.** _____

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1	Policy presented	BOD	December 19, 2018
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2 (e.1) Expectations of Owners and Residents

Riverhouse owners and residents are expected at all times, to:

- maintain respectful and courteous relations with the Riverhouse Board of Directors, staff and fellow owners and residents;
- appreciate and respect differing opinions from others and maintain high standards of personal conduct;
- familiarize themselves with and abide by the Riverhouse Guiding Principles, Rules approved by the owners, and all Policies of the Riverhouse as approved by the Board of Directors;
- address concerns or complaints only to Members of the Board of Directors or the Property Manager and not discipline or criticize staff directly or indirectly, nor interfere with their job responsibilities or the discharge of their duties.

VERSION CONTROL	Description of Changes	Approved By	Date
1	Policy presented	BOD	October 21, 2020
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2(e.2) Conflicts Of Interest

A conflict of interest arises when an individual’s personal interests could, or could be perceived to compromise an individual’s judgment, decisions or actions involving Condominium Corporation business or activities. A conflict of interest can occur when a person becomes biased (has an unfair preference) because of friendship, meals, beverages, tickets, transportation, other inducements, or flattery, or is influenced to make a decision because of the potential personal gain in power, prestige or money.

Perception is as important as reality when managing conflicts of interest.

Directors are to always use and display independent and objective judgment in discharging his or her duties as a director/officer and must always act in the best interests of the Condominium Corporation and its residents.

Directors are not to accept or seek any gift, benefit, or any inducement in the form of a bribe, understanding, expectation, or requirement to influence any decision regarding Corporation’s business or activities, in favor of, or to the benefit of another person. Minor unsolicited gifts for past services or activities are unlikely to be considered a conflict of interest.

If the Director is unsure a conflict of interest exists, he/she should disclose the situation to the President, or the Corporate Secretary, or another member of the Board of Directors and/or the Corporation’s lawyer.

If it is determined there is a conflict of interest the Director must recuse him/herself from the situation and may not provide any input or participate in any discussion, vote or decision on the issue that is determined to be a conflict of interest and may be asked to be absent from any discussion of the issue. Transparency is important when dealing with both actual and potentially perceived conflicts of interest.

Any actual or potential conflicts of interest perceived by a resident should be promptly disclosed to the Corporate Secretary, or the President if the conflict of interest involves the Corporate Secretary. The Corporate Secretary or the President, as the case may be, will then investigate and determine whether the full Board, the Corporation’s lawyer or an independent mediator should consider the matter.

VERSION CONTROL	Description of Changes	Approved By	Date
1	Policy presented	BOD	December 22, 2022
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2(f) Collection and Registration of Liens for Common Element Fees & Repairs/ Maintenance Costs

1. Section (84) (1) of the Condominium Act, 1998 (The Act) requires owners to contribute to the common expenses of the Condominium Corporation in the proportions which are set out in Schedule D of the registered Declaration. No owner may be exempt from this obligation to contribute to the common expenses under any circumstances and if an owner defaults in this obligation the Condominium Corporation will be in a legal position to place a lien against the owners’ unit for the unpaid amount, together with interest, legal and court costs, and administrative costs of the Condominium Corporation. (Section (85)(1) of the Condominium Act).
2. The Condominium Corporation is also obligated to make any repairs that an owner is required to make and may collect and recover the repair/maintenance costs in the same manner as the common expenses. (Section (92) (1) of The Act)
3. This policy provides the procedures for all owners to follow regarding the payment of the **common element assessment (“CEA fees”)** and the timeline in which the Corporation collects CEA fees, interest, legal costs, as well as costs for repairs and maintenance. This policy may
4. be revised, as necessary from time to time, at the discretion of the Board of Directors.

2(f.1) General

4. Each owner must pay to the Corporation the amount of common element assessment in equal monthly payments on the first day of each by way of a preauthorized payment plan (PAPP) or providing twelve (12) post-dated cheques in accordance with By-law No. 1, Article 11, Section 11.2.
5. The Corporation will use its best efforts but is not responsible to advise owners of outstanding payments or returned cheque

6. Returned, late or missed payments may be considered 'chronic' if the owners are late or have a payment returned for more than two consecutive months or for a total of three months in a fiscal year. Owners deemed 'chronic' will automatically be given the notice of lien if payment is not received on the 16th day of the month following the month the owner is considered "chronic" without further notice.
7. Interest will be charged at a rate of 18% per annum compounded monthly on any unpaid balance that is in arrears in accordance with By-law No. 1, Article 11.4(a).
8. Once the Corporation or its authorized agent has referred collection of outstanding amounts to the Corporation's lawyer, the owner or mortgagee must make all payments due and owing (unpaid amount, interest, legal and court costs, and administrative costs) and refer all communications to the Corporation's lawyers.
9. Any payment tendered by an owner in default or mortgagee shall be applied against the unit in the following order:
 - i. interest,
 - ii. late payment administrative fees,
 - iii. legal and court fees,
 - iv. disbursements incurred by the Corporation,
 - v. any other expenses,
 - vi. the most aged amount owed by the unit owner.
- 10.** If a lien for unpaid CEA fees has been registered and discharged against a unit, any subsequent failure to pay any amount due and owing on the 1st day of a month may result in the immediate instruction to the solicitor to issue a Form 14 Notification of Lien to Owner without further notice.

2(f.2) CEA FEES PAYMENTS

11. Owners may pay their CEA Fees only by (1) PAPP (highly preferred) to be withdrawn on the first day of each month or (2) by twelve postdated cheques due on the first day of the fiscal year being July 1st dated for the first day of each month in the fiscal year.
12. Notice of the annual change in CEA fees will be posted in June. Owners remain responsible to ensure sufficient funds are available to cover the new CEA fee, starting July 1st. Any "Non-Sufficient Funds" (NSF) will be subject to the "returned cheque administrative fee" of \$50 or such other fee as determined by the Board from time to time.
13. New owners who purchase a unit during the fiscal year must sign a PAPP form or provide a series of postdated cheques for the balance of the fiscal year to their lawyer upon closing. The lawyer shall then forward the completed PAPP form or postdated cheques along with the registered transfer of title to the Management Office.
14. New owners who choose to provide postdated cheques must deliver the cheques to the Management Office no later than the 1st of the month following the closing. Postdated cheques that are not received by the 1st day of the month may be subject to 18% interest compounded monthly.
15. Those owners that provide PAPP forms must ensure the forms are received no later than the 20th of the month in order to take effect in the following month. If the PAPP form is received later than the 20th of the month, PAPP automatic withdrawal will commence on the 1st day of the 2nd month after the form is received and a cheque for the 1st month following closing must be received no later than the first day of that month or 18% interest may be applied starting on the 1st day of the month following closing.

2(f.3) CEA FEE ARREARS

16. **Between 1st and 7th day of the month in which payment is due-** Courtesy Letter/Email to be sent to any owner whose CEA Fee is in arrears advising payment must be received by the 15th day of the month.
17. **Between 8th to 15th of the month in which payment is due-** a 2nd Arrears letter to be sent advising payment is still outstanding and payment must be received by the end of the month or the matter will be directed to the Corporation's solicitor.
18. **After 30th day of the month in which payment is due-** Corporation Solicitor to be instructed to commence proceedings to issue a Form 14 Notification of Lien to Owner in accordance with By-law No. 1 Article 11.4(b). All cost associated with Form 14 will be charged to the owner. A copy of Form 14 will also be sent to the mortgagor, if applicable.

19. **10 days after issuing Form 14** - Corporation Solicitor will issue a Certificate of Lien. All cost associated with issuing this lien will be paid by the owner.
20. **After three months from the 1st day of arrears**, if any amount owing still remains outstanding the Board may instruct the Corporation's solicitor to commence Power of Sale proceedings, and to recover the full amount owing to the Corporation, including but not limited to all interest, legal and administrative expenses and any and all other costs related to the proceedings.

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1	Policy presented	BOD	December 19, 2018
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2(g) Riverhouse Respectful Residence and Workplace Policy

1. Every *Riverhouse* resident is entitled to the quiet and peaceful enjoyment of their own unit as well as the common areas of the Corporation's facilities. Additionally, every resident and and worker has the right to live and work in a respectful, healthy and safe environment where harassment, discrimination, bullying, threats and violence are not tolerated.
2. The *Riverhouse* Board is committed to providing a safe, healthy, positive, and productive environment where all residents, owners, visitors, and workers are treated with respect and dignity and experience the quiet and peaceful enjoyment of their own unit as well as the common areas of the Corporation's facilities.
3. All service providers, workers, residents, owners, and all others who visit the premises are required to comply with this policy.

2(g.1) Discrimination

4. A person is discriminated against when treated in a manner which causes that person to suffer adverse consequences because of his or her:
 - Race, colour, culture
 - Religion, creed or spirituality
 - Age
 - Sex
 - Sexual Orientation
 - Marital status
 - Family status
 - Physical or mental disability
 - Any other ground of discrimination prohibited by provincial legislation
5. Some things to keep in mind about discrimination:
 - It does not have to be intentional. It can occur even if you are not aware your behaviour is discriminatory.
 - Discrimination can occur in any work location within the *Riverhouse* or where residents interact with one another or with workers.

The *Riverhouse* Board does not tolerate any type of discrimination within the *Riverhouse* or through written, visual, electronic or social media.

2(g.2) Harassment

6. Harassment is unwelcome behaviour that creates an offensive, hostile or intimidating environment that interferes with a resident's enjoyment of the *Riverhouse* or with a worker's ability to perform his or her job. Harassment may include, but is not limited to vexatious comments or conduct, slurs, disparaging remarks or jokes, written or graphic material that denigrates or shows hostility towards a person, as well as repeated staring or the use of gestures with the intent to intimidate or which cause intimidation. Harassment also includes permitting animals/pets to act in a threatening or intimidating manner.
7. Sexual harassment consists of unwelcome sexual advances, requests for sexual acts or favours, touching inappropriately, or other physical or verbal conduct or visual displays of sexual nature. Sexual harassment may involve individuals of the same or different gender.
8. The *Riverhouse* Board does not tolerate any type of harassment within the *Riverhouse* or through written, visual, electronic or social media.

2(q.3) Bullying

9. Bullying includes physical, emotional, and verbal abuse; speaking in an excessively loud voice; offensive conduct such as threatening, intimidating, demeaning or humiliating an individual one-on-one or in a public or meeting setting; work interference or sabotage preventing a person from getting their work done or taking credit for work that is not theirs; and non-verbal behaviours such as hand gestures, or ignoring individuals repeatedly in a group or meeting setting.
10. Bullying violates our values of transparency, integrity, excellence, equality and fairness. Behaviours such as these have a negative and lasting effect on workers and the *Riverhouse* environment.
11. The *Riverhouse* Board does not tolerate any type of bullying within the *Riverhouse* or through written, visual, electronic or social media.

2(q.4) Violence

12. The *Riverhouse* Board promotes an environment that is safe and does not tolerate violence. Violence includes physically harming another, shoving, pushing, harassing, intimidating, coercing, brandishing weapons or using any object to instigate violence, and threatening or talking of engaging in those activities, directly or indirectly. This includes any threats made in a “joking” manner.
13. All residents and workers must stay alert to potential threats and work together to keep our residents, workers, owners, and all others on our property safe at all times.
14. The *Riverhouse* Board does not tolerate any type or degree of violence within the *Riverhouse*.

2(q.5) What happens if this policy is broken?

15. If you are a person who is making a complaint, you are encouraged to bring your concerns to the security/concierge staff, the property manager or a member of the *Riverhouse* Board. All reports will be treated in a confidential manner and will be investigated in a timely manner. No one need fear any reprisal for bringing any issue forward.
16. If you witness an act against someone else, you have an obligation to bring it forward to either the security/concierge staff, the property manager or a member of the *Riverhouse* Board.

17. Violations to this policy can involve violations to the Criminal Code of Canada, the Canadian Human Rights Act, the Ontario Human Rights Code, the Ontario Trespass to Property Act, or other legislation. The Condominium Corporation has no authority to impose sanctions on violators in these circumstances and if after an initial investigation, the Board deems it appropriate, the Board will advise the appropriate authority of the alleged violation of the legislation, preserve evidence to the extent reasonably possible and take no further steps to investigate.
18. The Corporation has limited authority to impose sanctions on violators of the Condominium Act, and the Corporation's Declaration, By-laws, Rules and Policies. Those sanctions are outlined in Rule 18 of the *Riverhouse at the Old Mill* Rules. Rule 18.3 provides "all costs incurred by the *Riverhouse* as a result of the violation of these rules or in enforcing these rules are collectible from the unit owner housing or hosting the person or persons violating the rules as an additional contribution by the unit owner to the common expenses of the *Riverhouse*".
19. If you are the person who is alleged to have broken the policy, we will investigate all complaints in a fair and timely manner while respecting your privacy as much as possible. You will have an opportunity to express yourself regarding an incident. If there is a violation it may result in disciplinary action up to and including termination of a contract in the case of a service provider, employment in the case of a worker, or a court action to force a tenant or owner to vacate and/or sell their unit.
20. Nothing in this policy prevents or discourages anyone from filing an application with the Human Rights Tribunal on a matter related to Ontario's Human Rights Code within one year of the last alleged incident. A person also retains the right to exercise any other legal avenues that may be available to them.

VERSION CONTROL	Description of Changes	Approved By	Date
1	Policy presented	BOD	December 19, 2018
2			
3			

2(h) Communication to Residents Regarding Visits by Police, Fire and/or Emergency Medical Staff to *the Riverhouse*

From time-to-time Police, Fire and/or Emergency Medical Staff attend *the Riverhouse* for a variety of matters ranging from routine to serious. When this occurs *Riverhouse* residents are curious to know what has brought them to the building.

The *Riverhouse* Board is committed to keeping residents informed on activities at the *Riverhouse*. This desire to keep residents informed needs to be balanced against both the possibility of overly dramatizing trivial events and the legally mandated privacy rights of individuals.

The *Riverhouse* is also committed to providing a safe, secure, and healthy environment for all residents. Any threat to the safety, security or health of the community will be immediately communicated to residents.

To assist Concierge and other *Riverhouse* staff to determine how and when to communicate with residents when the Police, Fire and/or Emergency Medical Staff attend *the Riverhouse*, the Board has adopted the following policy

1. If the visit is unrelated to *Riverhouse* residents, the Condominium Corporation, or the building property, there will be no communication with residents.
2. If the visit is of a routine or administrative matter involving a resident, the Condominium Corporation, or the building premises the concierge staff will advise residents of a visit by police, fire and/or emergency medical staff on a routine or administrative matter with no risk to the security, safety and harmony of residents or the building.
3. If the visit is a private matter involving police, fire and/or emergency medical staff and a resident of the building that the Board believes represents no ongoing or future threat to the security, safety or harmony of the building the concierge staff will advise residents of a visit by police, fire and/or emergency medical staff on a private matter with no risk to the security, safety and harmony of residents or the building and that the Board expects to make no further communication on this issue in accordance with its obligations under the federal Personal Information Protection and Electronic Documents Act.

4. If the visit is an incident involving police, fire and/or emergency medical staff that the Board believes threatened the security, safety, and harmony of the building that is now contained and the Board believes does not represent an ongoing or future threat to the security, safety or harmony of the building the

5. concierge staff will advise residents of the nature of the visit by police, fire and/or emergency medical staff and that it is the Board's view that the matter represents no ongoing or future risk to the security, safety and harmony of residents or the building and the Board expects to make no further communication on this issue in accordance with its obligations under the federal Personal Information Protection and Electronic Documents Act.

6. If the visit is an incident involving police, fire and/or emergency medical staff that the Board believes disrupted the security, safety, and harmony of the building and/or represents an ongoing risk, the concierge staff will advise residents of the nature of the visit by police, fire and/or emergency medical staff and that the matter does/doesn't represent an ongoing risk to the security, safety and harmony of residents or the building and the steps the Board is taking to mitigate this danger and the steps residents should take to mitigate their exposure to the risk.

VERSION CONTROL	Description of Changes	Approved By	Date
1	Policy presented	BOD	December 19, 2018
2			
3			

2(i) Personal Information Disclosure Policy

The *Riverhouse at the Old Mill* Board of Directors and/or property management occasionally receive requests for personal information about owners, residents and tenants from other owners, residents, tenants, various law enforcement agencies, insurance companies, the courts, private investigators, collection agencies, and other third parties.

As a Condominium Corporation the information that the *Riverhouse at the Old Mill* can collect, use and disclose is prescribed in both:

1. The Ontario Condominium Act (“OCA”) and associated Regulations 48/01, and
2. In the Federal Personal Information Protection and Electronic Documents Act (“PIPEDA”).

Ontario Condominium Act (OAC)

Section 55(1) of the OCA identifies all records the Corporation is required to collect and maintain. Section 46.1(3) of the OCA states the corporation shall maintain a record of owner’s name and unit, as well as the owner’s address for service. Section 55(3) permits any owner to examine or obtain copies of any record of the corporation for purposes of the OCA, **except** those records relating to:

- employees of the corporation,
- actual or contemplated litigation
- specific units or owners, subject to Regulations 48/01
- any prescribed records listed in Section 13.11(2) of Regulations 48/01.

Personal Information Protection and Electronic Documents Act (PIPEDA)

PIPEDA sets out how the information collected under the OCA, and other personal information of which the Corporation becomes aware of, may be used and disclosed to third parties. PIPEDA specifies that the prior knowledge and consent of an individual is required for the collection, use and disclosure of their personal information, **except** under certain circumstances. These certain circumstances include, but are not limited to, complying with a subpoena, warrant, court order, or when required by law such as the collection of information under the OCA.

Consequently, the *Riverhouse at the Old Mill* will not collect, use, or disclose any personal information which is collected or comes into its possession to any third party unless prior consent is obtained from the person, **with the following exceptions when prior consent is not required:**

1. As defined by law in Sections 7(1), (2), (3), (4) and (5) of PIPEDA, or
2. In an emergency that threatens a person’s life, health or security (Section 7(3)(e) of PIPEDA)

The *Riverhouse at the Old Mill* **discloses** the name and unit number of owners, residents, and tenants to other owners, residents and tenants as this is considered “non-sensitive” personal information in the public domain. Disclosure of this information is also consistent with the Mission, Vision, and Guiding Principles of the *Riverhouse at the Old Mill* as it helps build a sense of inclusion, harmony, and security in a communal living environment. Owners who do not want the Corporation to disclose their name and unit number should provide reasons in writing to the Corporate Secretary who will review the matter and make a recommendation to the Board for a decision.

The list of owners, residents and tenants is solely for the use of the Corporation and its owners, residents and tenants and may only be disclosed to third parties with the approval of the Board.

PIPEDA requires that an individual be designated by a corporation to oversee the organization’s compliance with the principles outlined in PIPEDA. The Board of Directors has assigned this responsibility to the Corporate Secretary.

VERSION CONTROL	Description of Changes	Approved By	Date
1	Policy presented	BOD	April 24, 2019
2			
3			

2(i) List of Owners, Residents & Tenants at November 1, 2018

The *Riverhouse at the Old Mill* implemented a Rule effective November 1, 2018 that permits smoking only by (a) owners, tenants, and others who are residents on November 1, 2018 and (b) only within the boundaries of their own residential unit. Any new owner, tenant or resident after that date is not permitted to smoke anywhere within the building or anywhere on the property except as provided in Rule 2.

The list of Owners, Residents and Tenants Permitted to smoke within their units at the *Riverhouse* is maintained in the Property Manager's office as an attachment to the Master Copy of the Policy manual

VERSION CONTROL	Description of Changes	of	Approved By	Date
1	Policy presented		BOD	November 1, 2018
2				
3				

2(k) Condo Control Discussion Forum

Condo Control contains a Discussion Forum that permits Riverhouse residents to express their views on Riverhouse issues and interact with other Riverhouse residents. The Property Manager monitors the Discussion Forum, and the Board encourages all residents to use the Discussion Forum so that residents can express their views, exchange information with other residents, and provide suggestions or assistance to others.

All content posted on the discussion forum should be friendly, constructive, respectful and consistent with the Riverhouse's Guiding Principles. Some content posted to the Discussion Forum may be edited or blocked if it is inconsistent with these guidelines, such as but not limited to:

- Comments inconsistent with the Riverhouse Guiding Principles
- Posting of sensitive or personal information
- Threatening remarks, bullying or promoting/inciting violence
- Harassment or abuse of individuals
- Foul Language or hateful conduct
- Posting in all Caps

A resident may request the Board of Directors to reconsider any content the resident feels has been unfairly blocked or edited.

VERSION CONTROL	Description of Changes	of	Approved By	Date
1	Policy presented		BOD	June 23, 2021
2				
3				

2(l) Use of the Fire Alarm system voice communication capability in non-fire related situations

The Fire Alarm System in the Central Alarm and Control Facility room (“CACF room) contains an integrated dual channel voice communication system that connects with one or more audible devices/speakers in every suite. This system is used to communicate with residents during regular tests of the fire alarm system and would also be used to communicate during an actual emergency.

Occasionally non-fire related situations may arise, such as a power failure or telecommunications failure by a major service provider, when it would be beneficial to residents to be advised of the situation.

In these circumstances the voice communication that is part of the Fire Alarm System can be used to provide information to residents provided that such use is approved in advance by any two of the property manager and the five directors.

The two approving authorities are to approve both the use of the Fire Alarm System voice communication system and the specific content of the message that is to be broadcast through the system.

VERSION CONTROL	Description of Changes	Approved By	Date
1	Policy presented	BOD	September 21, 2022
2			
3			

3. Safety (no current Policies)

4 Security

4(a) Use of Master Key and Non-Emergency Access to the Suite

Section 39(d) of the Declaration requires that all unit door locks be keyed to allow a Master Key to open all unit doors. Section 19, Right of Entry, of the Ontario Condominium Act allows the Corporation to enter a unit to perform its duties upon giving reasonable notice to the owner. For reasons of personal privacy, security and the Condominium Corporation's liability, the Master Key is only to be used in emergency situations.

Occasionally owners leave their unit without their unit key or subsequently lose their unit key and cannot re-enter their unit. Concierge staff are authorized to open a unit door using a master key in this set of circumstances only if the person on duty:

- recognizes the resident or;
- the resident provides photo identification that identifies the individual as a resident of that unit or;
- the prior approval of the property manager or a member of the Board of Directors has been provided.

In some circumstances none of the above three criteria may be met. For this reason, it is strongly recommended that all residents supply a picture of themselves (to be filed electronically in the Security system) and a copy of the unit key to the concierge. Both the picture(s) (only viewed by security staff) and the key are kept in a secure, locked location.

In the event a resident loses or misplaces the unit key, the concierge can provide the resident with the copy of the unit key from the locked box by simply using the electronic photo in the system as identification. In these circumstances, it is important that the copy of the unit key be returned to the concierge for future use.

A resident can also authorize the concierge to give the concierge's copy of the unit key to a family member, friend or contractor if an owner is away and wishes to provide access to his/her unit.

VERSION CONTROL	Description of Changes	Approved By	Date
1	Policy presented	BOD	September 25, 2019
2			
3			

4(b) Condo Access Fob Policy

The *Riverhouse at the Old Mill* has recently installed a new computer system to control building access fobs. This includes the fobs that control entrance doors, as well as the overhead garage door and the gate arms on P3. This system tracks:

- the fob identification number,
- the person to whom the fob was issued,
- the suite number and name of the owner requesting the issue of the access fob

The new system allows concierge staff to better control access to the building and thereby enhance the safety of residents.

The *Riverhouse* policy regarding the issuance and control of building access fobs is as follows.

1. Suite owners may purchase fobs from the concierge or property manager for their own use or the use of their guests and tenants.
2. Suite owners are responsible for any adverse consequences regarding the use of any access fobs requested by them and registered to their suite.
3. Access fobs are to be registered in the name of a fob holder, in addition to the name of the suite owner(s), and suite number.
4. Access fobs may be registered in the name of a non-resident (frequent/regular visitor, service personnel, support workers) upon approval by the property manager.
5. Access fobs that have not been used in the past calendar year will be considered inactive and may be deactivated in January of each year.
6. A suite owner's access fobs will be automatically deactivated upon the suite owner's termination of ownership. Likewise, a tenant's access fobs will be automatically deactivated upon their termination of residency at the *Riverhouse*.
7. Deactivated fobs may be reactivated at any time, by the owner or a current tenant of the suite to which the access fob is registered presenting the deactivated fob to the concierge and requesting reactivation.
8. Upon the loss or theft of an access fob, the registered holder of the fob must immediately report the loss to the concierge upon which the fob will be deactivated.

VERSION CONTROL	Description of Changes	of	Approved By	Date
1	Policy presented		BOD	July 21, 2021
2				
3				

4 (c) Condo Security Cameras and Surveillance Policy

The *Riverhouse at the Old Mill* operates closed circuit cameras (“CCC’s”) in many locations on the premises and grounds of the condominium’s property.

The purpose of the cameras is to protect the safety and security of residents, and to protect the assets and common elements by identifying:

- incidents of vandalism and unintentional or undisclosed accidents
- loss of property from theft

The installation, operation, and management of the CCC system is to be in accordance with the following policy.

1.The installation of all CCC’s will be made in accordance with section 97 of the Ontario Condominium Act which covers the process and approvals necessary to make a change to the common elements.

2.This Policy is designed to balance the rights of individuals to privacy and the safety and security of the community at large. Residents’ expectation of total privacy within their suite and “reasonable expectation of privacy” when on the common areas of the Riverhouse property must always be respected.

- Residents are to be advised of the existence and all locations of CCC’s
- The viewing range of any security camera must not capture any portion of the inside of any suite without prior approval of the suite owner
- Signage should identify the presence of CCC’s within the building and advise residents that the property is under surveillance:
 - at all entrances to the building and other areas within the building including parking garage
 - within elevator cabs
 - in all building amenities where CCC’s are present

3.All recorded images are to be stored in a secure location, with restricted access, and should be viewed only by Security staff, the Property Manager and Board Directors for the sole purposes of reviewing and investigating reported incidents or accidents. The Board may authorize access to recorded images by a third party (e.g., legal counsel) if the third party is under an obligation to keep the images confidential.

4.Access to video recordings may be available to law enforcement or other authorized individuals provided a warrant is issued by the courts.

5.Access to video recordings is not available to owners or other individuals without the prior written approval by the Board of Directors. Owners are to submit a written request with reasons and acceptable justification for consideration by the Board.

Access to a recording will only granted if the recording contains information related to f the requesting owner, or information related to the requesting owner's unit.

6.Audio will not be recorded without legal advice as recording audio may be considered a criminal offense.

7.All recorded images are retained on the video recorder for 30 days and then will be recorded over and not available. All videos transferred to other storge devices will be retained until the investigation of an incident or accident is complete, and then will be destroyed.

VERSION CONTROL	Description of Changes	Approved By	Date
1	Policy presented	BOD	October 20,2021
2			
3			

5. Pets

5 (a) Visiting Pet Policy

In the fall of 2015, *the residents of Riverhouse at the Old Mill approved an amendment to the Condominium Corporation's Rule 6 that applies to pets that are resident at the Riverhouse.*

A requirement of Rule 6 is that all pets must be registered with the *Riverhouse* property manager prior to keeping a pet in any unit of the Condominium. Registration requires a dog or cat to have a municipal license and an up-to-date veterinarian certificate indicating that the pet does not pose a safety or health hazard to other pets or residents in the *Riverhouse*.

The purpose of Rule 6 is to ensure the *Riverhouse* continues to be a pleasant, safe and enjoyable community for all. It also assists our security/concierge staff in carrying out their duties without ambiguity.

For the same reasons, the *Riverhouse* Board has resolved that a similar policy is necessary with respect to visiting pets staying overnight at the *Riverhouse*.

Effective immediately *Riverhouse* residents are to advise the concierge/security staff of all visiting pets staying overnight at the *Riverhouse*. This is similar to the requirement to register Visitors' cars staying overnight in the *Riverhouse* underground parking garage.

In addition, when a pet will be staying overnight at the *Riverhouse* for more than five consecutive nights the pet must be registered with the property manager in the same manner as outlined in Rule 6 for a resident pet. In particular, this includes providing an up-to-date veterinarian health certificate and a copy of the municipal license for a dog or cat.

Please ensure that all occupants of your unit comply with this new policy when providing overnight accommodation for a visiting pet.

VERSION CONTROL	Description of Changes	Approved By	Date
1	Policy presented	BOD	September 25,2019
2			
3			

5(b) Temporary Care of Pets

From time-to-time residents undertake the care of pets that belong to others. Rule 5.3 provides that up to a total of two (2) dogs or (2) cats or (1) dog and (1) cat, four (4) small caged birds, and an aquarium of fish, may be kept by the Residents of a Unit.

In order to accommodate the temporary care of animals, the Board will allow an exception and permit a third dog or cat within a Unit during the day on an occasional basis, but that no more than two dogs or cats can remain in a Unit overnight. Although an exception may be allowed for a third dog in the unit, the unit owner is to ensure the rights of other residents to peace and quiet enjoyment are not infringed or diminished by the noise of any dog in the unit.

The Board will also permit a Resident to walk up to three dogs through the common elements on an exceptional basis, with prior notification to the Property Manager, to accommodate the temporary care of a dog. The number is limited to a maximum of three dogs for the protection and safety of other residents.

Service dogs are not governed by this policy.

Commercial dog walking and boarding is prohibited in the building in accordance with Rules 5.8 and 9.2a.

Unattended pets are not permitted anywhere on the common elements, including exclusive use common elements, at any time as provided in Rule 5.10 and unattended tethered pets are only permitted on balconies and terraces when a person responsible for the pet is present in the same residential unit.

VERSION CONTROL	Description of Changes	Approved By	Date
1	Policy presented	BOD	September 25, 2019
2			
3			

6. Alterations to Residential Units

6(a) Residential Suite Renovations

1. The Corporation is required to be notified about all proposed renovations/modifications to Residential Suites prior to the commencement of work to ensure the Corporation's common elements are not affected by the proposed renovations and, if common elements are affected, to ensure the integrity of the purpose/function of the common elements is maintained. Also, Section 98 of the Condominium Act, 1998 dictates the conditions under which a Suite Owner may make an addition, alteration or improvement to the common elements.
2. The following information is to be submitted to the Management Office:
 - a. A full description of the proposed work, including sketches, drawings (if applicable).
 - b. **AN "ODOUR CAUSING WORK SCHEDULE"** – A schedule detailing the start date, estimated completion date and the dates that excessive odours will be caused, including the type of work generating the odour (e.g. Painting, floor refinishing, etc.) in order for the Management Office to advise the immediate neighbours of the suite undergoing renovations. ONLY water-based floor finishes should be used.
 - c. **A "WORK AND LOUD NOISE SCHEDULE"** – A schedule detailing the start date, estimated completion date and the dates that excessive noise will take place, including the type of work generating the noise (e.g. floor removal, stud wall/ceiling removal, drilling in concrete, etc.) in order for the Corporation to advise the immediate neighbours of the Suite undergoing renovations.
 - d. **MUNICIPAL PERMITS** - as required by authorities having jurisdiction such as but not limited to permits for electrical, plumbing, structural, mechanical and fire safety.
 - e. **BUILDING ENTRY AUTHORIZATION** by Suite Owner must be given to the Management Office.
 - f. **COPY OF YOUR TRADES' LICENSES** – (plumbing, electrical, City of Toronto), WSIB CLEARANCE CERTIFICATE, LIABILITY INSURANCE Certificate
 - g. **SOUND ATTENUATION. MANUFACTURER'S SPECIFICATIONS AND SAMPLE** – When a surface flooring such as ceramic/marble tile, hardwood, laminate, vinyl or carpet is installed in a unit as a replacement for existing flooring, an owner shall ensure that sound attenuation installed achieves an acoustical sound proof standard.

6(b) RULES AND CONDITIONS

- a. DO NOT MOVE OR ALTER COMMON ELEMENTS** – No common elements can be moved or altered without prior written approval of the Board of Directors. Common elements include plumbing risers, heating and cooling pipes/thermostats, electrical conduits and wiring, telephone, cable television and suite alarm cables, wires and conduits. Smoke Detectors, Fire alarm speakers/sprinkler and wiring. Concrete walls, floors and ceilings.
- b. Service Elevator Reserved** by Suite Owner/Resident for Transportation of Appliances, Building Materials and Supplies, Equipment, Fixtures, and Furniture.
- c. Service Elevator Operating Times** are Monday - Friday from 9:00 a.m. to 4:30 p.m., excluding statutory holidays.
- d. WORK TIME / NOISE** – Work involving the use of power tools or hammering that creates excessive noise, as determined by the Property Manager, resulting from work in the interior of a Suite may be done only between the hours of **9:00 a.m. to 11:00 a.m. and 1 p.m. and 3 p.m. Monday - Friday, excluding statutory holidays.**

ANY TRADESPERSON FOUND TO BE INVOLVED IN TRADE WORK DURING THE OFF HOURS MAY FACE A BAN FROM THE PROPERTY OR MAY BE ESCORTED FROM SITE.

- e. Window Coverings** - All shades or other window coverings shall be off white on the outside and all draperies shall be lined in off white to present a uniform appearance to the exterior of the building.
- f. Waste Removal** – Contractors and Trades are responsible for the removal of project related waste from the property.

6(c) ARRIVAL CHECKLISTS (Trades and Delivery Personnel)

- a.** Use the Delivery/Loading Bay Entrance
- b. THE LOADING BAY IS FOR EQUIPMENT DROP-OFF AND RETRIEVAL ONLY.** TRADES VEHICLES ARE NOT PERMITTED TO REMAIN IN THE LOADING BAY AREA AFTER DROP-OFF AND RETRIEVAL OF TRADE RELATED EQUIPMENT/ ITEMS.
- c.** Trades may utilize the VISITORS PARKING (P3 level) only after receiving an applicable parking permit from the security personnel. Violators of this rule may be tagged and towed from the property at the owner's expense.
- d.** Parking is available in the underground VISITORS PARKING for vehicles under the clearance of 6 feet. Oversized vehicles are NOT permitted to enter the underground parking, or to be parked in the loading BAY. Owners of these vehicles must make arrangements to have them parked off site.

6(d) DURING PROJECT / VISIT

a. HEALTH, SAFETY & COURTESY:

- a. All Suite Owners/Residents, Contractors, Trades and Personnel must conduct their work with the highest regard for health and safety.
 - b. Access to Residential Suites is only possible by passing through common areas. Go slow and go safe through all common areas. Be courteous to Residents and yield way to Residents. Civil and polite decorum is expected at all times.
 - c. *Riverhouse* reserves the right to stop any work it believes to be unhealthy and/or unsafe and/or in contravention of applicable codes, standards and and/or guidelines and will contact the appropriate authorities to do so in the event a Contractor, Trade, Delivery personnel or Resident becomes uncooperative in such matters.
 - d. Management reserves the right to inspect the premises under renovation and to stop work, which may be found in contravention of the Rules and Policies and Government Regulations.
 - e. *Riverhouse* is a "Smoke Free Environment". No smoking of any kind is permitted in the common elements inside the building or parking garage, stairwell and balconies.
- b. "HOT" WORK** – Any work utilizing high heat or open flame such as soldering, welding, cutting, stretch ceilings, etc. must be scheduled with the Management Office to ensure fire safety precautions are in place (e.g. a 'plan during the work that includes a fire spotter equipped with the appropriate fire extinguisher, no fire watch' propane cylinders can be transported in a regular elevator) and to ensure any smoke and/or heat detectors in the vicinity of the hot work are disabled to avoid false alarms. Any Fire Department charges to *Riverhouse* for false alarms resulting from unauthorized and/or improperly coordinated hot work will be charged back to the respective Suite Owner.
- c. "DIRTY" WORK** – Any work close to the entry to the Suite which could result in a significant amount of dust, for example grinding, or work which can result in any smoke being given off, such as a power saw binding while cutting wood, must be advised to Concierge Desk to disable smoke detectors which can be activated by dust or wood smoke. Any Fire Department charges to The *Riverhouse* for false alarms resulting from dirty work not being advised to Concierge Desk will be charged back to the respective Suite Owner.
- d. WORK AREA** – All work pertaining to a Suite must be conducted inside the Suite (balconies/terraces or stair wells). The use of common elements as work areas to complete work in a Suite such as cutting, sawing, painting, etc. is strictly forbidden. The cost to repair, restore and replace common elements damaged and/or dirtied by Contractors, Trades and Delivery personnel will be charged back to the respective Suite Owner. At the end of the day, the area surrounding the suite should be cleaned.

- e. **PROPERTY DAMAGE** – Suite Owners, Contractors, Trades and Delivery personnel are expected to take every precaution to prevent any damage to
- f. the common elements of the building. The Concierge Desk will conduct pre and post work inspections of the service elevator and travel route to and from the work site. The cost to repair, restore and replace common elements damaged by Contractors, Trades and Delivery personnel will be charged back to the respective Suite Owner.
- g. **FIRE / EMERGENCY SAFETY COMMUNICATIONS SYSTEM SPEAKERS AND RELATED WIRING** Fire Safety Communications System Speakers and related wiring in Suites shall not be moved, disconnected, reconnected and/or otherwise worked on by any individual other than by a licensed fire alarm technician. Furthermore, these speakers are not to be covered or painted, neither completely nor partially. The cost to repair damage caused to the Fire Safety Communications System by any work performed on the speakers in a Suite and/or related wiring or any other form of tampering with these speakers shall be charged to the respective Suite. Please note that the cost of such damage can be in the thousands of dollars, especially an electrical short that results in a system amplifier requiring replacement.
- h. **WASTE** – It is the responsibility of the Contractor, Trade and Delivery personnel to remove all waste from the property produced by their work. **Under No Circumstances Are Any Waste Building Materials, Supplies or Equipment to Be Placed in Riverhouse's Garbage Chute, Garbage Chute Room, Garbage Rooms Or Garbage Bins.** Any damage to common elements caused by unauthorized use of *Riverhouse's* waste systems will be repaired at the expense of the respective Suite Owner and the cost of properly disposing any waste left on the property by Contractors, Trades or Delivery personnel will be charged back to the Suite Owner. **Any** building material placed in garbage bins or recycling containers will not be accepted by Toronto Waste Management Services and such material will be removed from the containers and all related costs charged back to the Suite Owner.
- i. **WORK TIME / NOISE** – No work involving the use of power tools, hammering or creating excessive noise to the interior of a Suite shall be done other than between the hours of **9:00 a.m. to 11:00 a.m. and 1 p.m. and 3 p.m. Monday - Friday, excluding statutory holidays**

6(e) DEPARTURE / END OF DAY CHECKLIST

- a. **Work Noise Ends at 5:00 p.m.**
- b. **Service Elevator Returned to Regular Service by 4:30 p.m.**
- c. **Remove Project Related Waste From Site**
- d. **Report Damage to Common Elements to the Management Office**

6(f) Request for approval Submission

It is recommended that your request for approval is submitted to the Management Office at least 30 days in advance of your targeted start date. However, a request for an addition, alteration or improvement to the common elements (examples: creating access between two suites either by a doorway through a wall or by a staircase through the floor slab) must receive Board approval under Section 98 of the Condominium Act, 1998 followed by the creation of a Section 98(1)(b) agreement. It is recommended that such requests for approval be submitted to the Corporation at least 90 days before your targeted start date.

6(g) Owners signature required

The following owner’s signature is required before work can proceed.

I have read the above information and agree to comply with all of the above requirements.

Signature of Owner _____

Date: _____

VERSION CONTROL	Description of Changes	of	Approved By	Date
1	Policy presented		BOD	December 19, 2018
2	Work Time/Noise		BOD	April 21, 2021
3				

6(h) Minor Alterations

Riverhouse Rule 6.1 references major alterations to plumbing, electrical, mechanical, communication systems, sprinkler systems, structural or architectural items (including changes to floors) in or to their unit.

The following items are usually considered minor renovations and should NOT require Board of Directors approval:

- painting, wall papering or affixing any form of tiles to the walls or floor;
- carpeting;
- replacing internal doors or shower doors;
- replacing or adding door, wall or window casing, or decorative mouldings;
- changing light fixtures unless it requires drilling into the concrete ceiling;
- attaching shelving or cupboards to walls;
- installing any form of window treatment, drapes, shades, unless it requires drilling into the concrete ceiling;
- replacement of electrical outlets or switches;
- replacing a sink, bathtub or toilet unless the plumbing configuration is to be altered;
- replacement of shower, bath or sink fixtures unless the plumbing configuration needs to be altered.

An owner who is unsure if the proposed work is considered a major or minor alteration should contact the property manager or the Board of Directors prior to the commencement of any work.

VERSION CONTROL	Description of Changes	Approved By	Date
1	Policy presented	BOD	December 19, 2018
2			
3			

6(i) Doorbells

Owners who wish to install a doorbell at the suite entry door must contact the property manager in advance. The Board of Directors has specified a standard doorbell model and the standard location where a doorbell may be installed on the exterior door casing of a unit (the exterior suite door and the related door jamb and casing are common elements).

The Board has only approved the installation of a Craftsman Stainless Steel doorbell manufactured by the Waterwood Decorative Doorbells, in order to achieve a consistent look throughout the building. For details on the approved doorbell you can visit the company’s web site at: <https://waterwood.net/craftsman-stainless-steel-doorbell/>
A Request to Modify Exclusive Use Common Elements form must be completed and submitted to the property manager for approval. In addition, an Alteration Agreement, as required by the Condominium Act, must be signed by any owner who wishes to install a door bell. Please contact the property manager should you be interested in installing a door bell to learn about the standard location for the doorbell.

VERSION CONTROL	Description of Changes	Approved By	Date
1	Policy presented	BOD	December 19, 2018
2			
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6(j) Election Signage Policy

The Canada Elections Act applies to federal elections. This Act permits condominium suite owners to place election signs, supporting a candidate or party in an upcoming national election, on the exclusive use common elements (windows) within a suite.

There is no comparable Ontario provincial legislation other than the Ontario Municipal Elections Act. The Ontario Municipal Elections Act also permits condominium suite owners to place signs supporting a candidate or party in an upcoming election on the exclusive use common elements (windows) within a suite.

Both the Canada Elections Act and The Ontario Municipal Elections Act permit a condominium corporation to prohibit election signs on common elements outside of suites and set reasonable conditions relating to the size or type of sign displayed within a condominium suite.

To create consistency for election signs during federal, provincial and municipal elections, The *Riverhouse* policy for election signs is as follows.

1. An election sign (one) provided by a political party or candidate competing for election in a current election campaign may be posted in a window of a suite for a period not exceeding 25 days before the election date and three days after the election date.
2. The posted election sign cannot be larger than 24" x 36"
3. Election signs cannot be posted in or on *Riverhouse* common areas or common elements outside of suites.

VERSION CONTROL	Description of Changes	Approved By	Date
1	Policy presented	BOD	June 23, 2021
2			
3			

7. Common Elements

7(a) External Window Cleaning

The Condominium Corporation is responsible for cleaning inaccessible exterior windows. The resident is responsible for cleaning the interior side of all unit windows, plus those exterior windows and doors that are safely accessible from their balcony or terrace. Inaccessible external window cleaning is done twice per year, in the spring and fall. Residents are informed by email and notices posted when the window washing will take place and provided with other specifics related to dates, timing, closing window coverings, etc.

VERSION CONTROL	Description of Changes	Approved By	Date
1	Policy presented	BOD	December 19, 2018
2			
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7(b) Visitors and Deliveries

Residents are to notify the front desk concierge at 416 761 1611 or by email at Riverhouseconcierge@rogers.com in advance of any delivery that is intended to be delivered directly to a unit, and is received at any of the front lobby entrance, the P1 loading bay area or the P3 level in the underground parking garage. The concierge has been instructed by the Board of Directors (1) to detain all visitors or delivery persons if they have not received prior notification and (2) to contact the resident directly for confirmation prior to permitting entry. If the concierge is unable to confirm the visitor or delivery person with the resident, the visitor or delivery person will be denied entry to the building until confirmation is obtained. This policy is for the safety and security of residents.

Residents who would like third parties to have access to their suite can authorize the concierge to release a suite key to an approved person (family member, guest, contractor, etc.). Neither the concierge nor the property manager can provide third party access to a suite without specific authorization from a resident.

VERSION CONTROL	Description of Changes	Approved By	Date
1	Policy presented	BOD	December 19, 2018
2			
3			

7(c) Holiday Wreaths

Rule 7.2 provides that Holiday wreaths may be placed on entry doors only by “over the door” hangers and not by means of nails, screws, glue, or tape. provides that holiday wreaths may be placed on entry doors only by “over the door” hangers and not by means of nails, screws, glue or tape.

Some residents choose to use holiday materials made of natural materials such as evergreen foliage. These wreaths tend to desiccate in a dry environment with the result that needles, and foliage fall to the floor and the wreath gradually losing its seasonal attractiveness.

Residents are to remove promptly such debris and maintain a clean area in front of the door. The Condominium manager may request removal of the wreath if debris is present on a continuous basis or the wreath loses its attractive properties.

VERSION CONTROL	Description of Changes	Approved By	Date
1	Policy presented	BOD	February 26, 2019
2			
3			

7(d) Definition of Landscape

Background

The *Riverhouse at the Old Mill* Rules deal with damage to landscape in two places

- 5.13 of the Rules covering Pets states

“Dog owners must not permit their dog to urinate on the common areas and specifically the landscape area, including grass, plants and trees along the front of the building.”

- 7.4 of the rules covering Common Elements – General states

“No one shall harm, destroy, alter or litter the common elements or any of the landscaping on the property.”

Riverhouse policies were originally documented in The Residents Handbook. As noted in Section 1 of the Handbook, it was developed to

“assist residents live an active, discerning lifestyle in a safe, peaceful and inclusive communal living facility. It supplements the Riverhouse Rules and contains policies and procedures, as well as information, tips and guidance for the benefit of all owners, tenants, residents, guests and invitees to promote the comfort and quiet enjoyment of all”

Section 5 of the Residents’ Handbook provides

“The Pet Rule contains detailed guidance with respect to ensuring the Riverhouse landscape and adjacent lands (front city boulevard) are protected from the damage that is caused by dog urine and the unsightliness of dog feces.”

Policy

For purposes of interpreting points 5.13 and 7.4 of the *Riverhouse Rules*, “landscape” includes the City boulevard in front of the *Riverhouse* at the Old Mill.

VERSION CONTROL	Description of Changes	Approved By	Date
1	Policy presented	BOD	September 25,2019
2			
3			

7(e) Responsibility for the Utility Shut-off Valves and Switches

The maintenance and repair of utility shut off valves and switches to the unit is the responsibility of unit owners in accordance with the following sections of the Declaration:

- Part 1, Section 5, Boundaries of Units, Point (a),
- Part 7, Section 28(a), Maintenance and Repairs to Units, and
- Part 7, Section 29(b), Maintenance and Repairs to Common Elements.

There are valves and/or switches for three utilities;

- water, 2 shut-off valves (one for cold and one for hot water)
- gas, 1 shut off valve and
- electricity, 1 main breaker switch

The shut-off valves for water and gas are located within the unit and are the Owner's responsibility for repair, maintenance and replacement. The Condominium Corporation is responsible for the repair, maintenance and replacement of water and gas piping and equipment that services the unit prior to reaching the shut-off valve within the unit.

The main breaker switch for the delivery of electricity to each unit is located in various electrical closets on designated floors throughout the building.

Section 28.(a) of the Declaration states the owner is responsible to maintain and repair services within the unit. The Board has determined that the Corporation is responsible for the repair, maintenance and replacement of the main breaker switch located outside the unit and in the electrical closet servicing that unit. In addition, the Corporation is responsible for any repairs and replacement of the electrical cable from the main breaker switch in the electrical closet leading to the electrical panel inside the unit. The Owner is responsible for the repair, maintenance and replacement of any electrical equipment within the unit (including the electrical panel) and all wiring located within the unit. (Including all wiring connected to the sub-breakers within the panel except the main feed from the main switch located outside the unit)

VERSION CONTROL	Description of Changes	Approved By	Date
1	Policy presented	BOD	September 25, 2019
2			
3			

8 Exclusive Use Common Elements – Balconies and Terraces (No Current Policies)

9 Occupancy/ Tenancy

9(a) Real Estate Showings and Open Houses

Owners who are selling their units are encouraged to arrange for private appointments to view, as opposed to the use of "open house" viewing. Only Real Estate Agent's Open Houses are permitted. Where the Real Estate Agent's Open House method is used, the following procedure is to be followed:

1. No 'For Sale' or 'Open House' signs are permitted. No signage is permitted anywhere in or on the property by owners or their listing agents.
2. The listing agent is to provide a list of all Real Estate Agents that have been invited to the Real Estate Agent's Open House. This list will be given to the front desk Security Staff
3. The listing agent is to provide the date and hours on when the Real Estate Agent's Open House will take place. Agents arriving outside those hours will not be allowed to go to the listed suite unless the listing agent is in the suite and approves the arriving agent to go up to the suite.
4. All agents who will attend the Open House are required to check in at the front desk with Security Staff. Security Staff will check their name against the list provided.
5. If the agent is on the list, Security Staff will ask for their business card and RECO license number and will allow access to the building and the agent will be asked to go to the suite in question. If an agent is not on the list, Security Staff will contact the listing agent in the suite and ask for permission, and if not granted the agent will be asked to leave
6. Agents who wish to tour the amenities must be accompanied by either the listed agent or a representative of the listed agent. Agents are not allowed to roam freely throughout the building unless accompanied. The tour can be given to a group of agents at the same time. Amenities are on the ground floor and P1 Party room. The tour leader will ask the concierge for permission to enter the fitness/pool area and the Party Room, and Security Staff will then unlock the doors remotely from the front desk. They will also be advised of the no street shoe rule in the pool area.

7. Visiting agents will be instructed to park in the Old Mill parking areas, either on the outside surface parking or underground parking garage, and asked to enter the building through the front desk so they can check in. Exceptions may be made to allow an agent to park in the *Riverhouse* Visitor's area and this will be at Security Staff's discretion. Any Visiting agents who park in the Visitor's parking spots are still required to sign in at the front desk before going to the listing suite. Agents will then exit through the front doors, except those few agents who park in the *Riverhouse* Visitor's parking spots, if any, will return to their vehicles on P3 Visitor's parking area

VERSION CONTROL	Description of Changes	Approved By	Date
1	Policy presented	BOD	December 19, 2018
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10 Parking

There are restrictions on the ownership and use of parking units in the Declaration, Rules, and the following policies. The Declaration provides there are three types of parking units:

- Residential parking units, the ownership of which is restricted to owners of residential units in the *Riverhouse* (Section 1(n) and 18(a)).
- Commercial Parking units, the ownership of which is restricted to the owners of the neighbouring restaurant property for use by the patrons of the Old Mill. (section 7 (ii)(b) of the 2009 Committee of Adjustment Consent Decision).
- Visitors Parking units, which are owned by Condominium Corporation TSCC #2410. (Section 43) and which are available to the visitors of the *Riverhouse* residents.

Section 23 of the Declaration, *Use of Parking Units and Commercial Parking Units*, provides that parking units may only be used in strict accordance with the Declaration and the Rules and Policies of the Corporation in force from time to time.

The Declaration further provides that:

- all visitor parking units will be individually signed and available for the exclusive use of visitors.
- Visitor parking units must not be occupied by residents or tenants.
- Visitors will not be charged a fee to use of the parking stalls.
- visitor parking stalls will not be rented, leased, sold, transferred or allocated or assigned to tenants or residents.
- That the Condominium Corporation provide an effective enforcement mechanism(s) to ensure these arrangements remain in effect at all times.

The effect of this is that Visitors Parking is not equivalent to the driveway of a personal residence and the Condominium Corporation has an obligation to monitor and enforce the use of Visitors Parking in accordance with the provisions of the Declaration.

In doing so the Board will focus on providing fair and equitable access to Visitors Parking for guests of all residents. Not every minor violation of the Declaration will be met with an enforcement action. The Board will act in cases of regular, reoccurring or habitual use of Visitor Parking particularly when a resident has one or more owned vehicles than residential parking units or a non-resident who effectively cohabitates within a unit, and therefore should be deemed to be resident.

Visitors Parking spots V15 and V16 have been designated as temporary loading/unloading zones for use by individuals with mobility issues. These spots are to be vacated as soon as possible after the individual with mobility issues has been settled in a safe place.

Overnight parking is typically available to non-recurrent visitors of *Riverhouse* residents. Visitors Parking spots are not, however, to be occupied by residents or recurrent visitors who wish to avoid the costs of renting, leasing or otherwise paying for the cost of a parking spot.

The limits on regular reoccurring or habitual use of Visitors Parking are outlined in the following sections of this policy, and do not place any hardship on potential users because of the existence of alternative parking spots available in the Commercial Parking Units of the garage as well the Old Mill outdoor parking lot immediately adjacent to the *Riverhouse*.

10(a) Definition of a Visitor

For purposes of this Section 10 of the Riverhouse Policy Manual, a “visitor” is a nonresident staying in a Riverhouse unit or attending a social event within the building for a period of time ranging between a few minutes and a few weeks and using a Visitors Parking unit.

At some point, ongoing visitation becomes residence and a visitor is deemed to be a “part-time resident” and not eligible to use Visitors Parking except in accordance with Sections 10(e) and 10(f) of this policy. The Board will determine whether regular reoccurring or habitual users of Visitors Parking are part time residents on a case by case basis.

10(b) Visitors’ Parking Is Generally For the Exclusive Use of Visitors to *Riverhouse* Residents

Visitors parking is for the use of nonresidents who are visiting residents of the *Riverhouse* with the intention of meeting in the resident’s unit or using the amenities of the *Riverhouse* together with the resident.

Visitors may also use Visitors Parking when they are engaging in a day or evening activity away from the *Riverhouse* with a resident.

Visitors parking is not to be used by friends, family or other persons known to a *Riverhouse* resident for parking the visitor’s car while the visitor (i) commutes to work or (ii) attends any event outside of the *Riverhouse* unless the outside event is jointly attended by the *Riverhouse* resident.

10(c) Overnight Visitor's Parking Permits

All cars are required to display a Visitor's parking permit (issued by the concierge) at all times when parking overnight in Visitors Parking for one or more consecutive nights.

Those vehicles that do not clearly display a valid parking permit on the dash of their vehicle for overnight parking will be ticketed

A visitor will be issued parking permits for his/her vehicle up to a maximum of 26 nights in any 6 consecutive calendar month period, which includes a maximum of 14 nights in any one calendar month period.

The maximum of 26 nights in any 6 consecutive calendar month period can be extended by the concierge or the property manager in exceptional circumstances, such as a child resident outside of Toronto visiting their parents when attending school or a family member acting as a care giver during the illness of a resident..

Should either the maximum of 26 nights in any 6 consecutive calendar month period, or the maximum of 14 nights in any one calendar month period, create, or is expected to create , an issue for a resident, he/she is to notify the property manager or concierge in advance requesting approval for an exception to the policy. The request is to include supporting information for the exception including the number of additional nights requested.

Generally, at the discretion of the property manager or concierge, a recurrent visitor will be granted an exception for overnight parking provided there is a reasonable expectation adequate parking will still be available for other visitors who have not exceeded the specified Visitors Parking limits.

An exception to Policy may be denied if parking spots are, or will be, restricted due to repairs, maintenance, statutory holidays, or other reasons which may restrict the number of available visitors parking spots. Exceptions will not be granted to recurrent visitors when it becomes apparent the intent is to avoid the costs of renting, leasing or otherwise paying for the cost of a parking spot.

In instances where a visitor has exceeded the overnight parking limits and did not receive prior approval for an exception from the property manager or the concierge, the matter will be reviewed by the *Riverhouse* Board for appropriate action. Consistent breach of the parking limits may include the denial of all future overnight Visitors Parking privileges to the visitor.

10(d) Overnight Parking In Visitor's Parking By A Visitor While Not Staying in a Resident's Unit During The Time The Visitor's Vehicle is Parked at the Riverhouse.

Subject to permission of the property manager or concierge, a visitor is permitted to park his/her car in Visitor's Parking up to seven nights while travelling with a resident and not staying in the resident's unit.

Cars parked overnight are to display a parking permit (see section 10(b)) on the dash of their vehicle indicating the expiry date. Visitor's not adhering to this policy may be issued parking tickets and/or have their vehicle removed from the parking garage at their expense.

10(e) Use of A "Residential Parking Unit" by Non-Residents

The *Riverhouse* permits the use of a "Residential Parking Unit" by a nonresident when the nonresident using the Parking Unit has normal and customary access to the residential unit of the owner of the Parking Unit as a result of a familial or other similar relationship. In these circumstances the nonresident and the vehicle of the nonresident must be registered with the Concierge in the same manner as a resident and a resident's car is registered.

10(f) Residents May Occasionally Park in Visitors Parking

Residents may park their car in the visitors' parking area up to a maximum of three (3) hours in any 24-hour period, but not every day, and only on an occasional and infrequent basis as a convenience for the brief tasks and errands of residents. This privilege is based on an honour system but may be revoked for those residents who abuse the policy. Residents not adhering to this policy may be issued parking tickets and/or have their vehicle removed from the parking garage at the sole discretion of the *Riverhouse* management and at the expense of the resident.

10(g) Residents May Park For Longer Periods in Visitors Parking in Preapproved Special Situations

Subject to permission of the property manager or concierge staff, under special circumstances residents may park in a visitor parking space for longer periods, including overnight.

Cars parked overnight In Visitor's Parking are to display a parking permit (issued by the concierge in accordance with section 10(b)) on the dash of their vehicle indicating the expiry date. Residents not adhering to this policy may be issued parking tickets and/or have their vehicle removed from the parking garage at their expense.

10(h) Enforcement Provisions

The enforcement provision in section 18 of the *Riverhouse at the Old Mill* Rules applies to this policy. Additionally, resident's not adhering to this policy may be issued parking tickets and/or have their vehicle removed from the parking garage at their expense.

10(i) Garage Cleaning

A resident is responsible for informing his/her visitor who is parking in the visitors' parking area to remove their vehicle in advance of the garage cleaning.

If a visitor's vehicle is not removed from the visitors' parking area for the cleaning of the garage, the *Riverhouse* is not responsible for any damage that may occur to the vehicle and the resident will be responsible for all costs associated for the cleaning company to return at a later date to clean that spot.

VERSION CONTROL	Description of Changes	Approved By	Date
1	Policy presented	BOD	December 19, 2018
2	Add 10(c) & reorganize	BOD	March 27, 2019
3	VisitorParkingDiscretion	BOD	May 31, 2019
4	Parking spots V15 & 16	BOD	December 16, 2020

11 Contractors and Service Personnel (No Current Policies)

12 Waste Management

12(a) Hours of Use of Waste Chute

The waste chute may only be used during the hours of **8:00 AM to 10:00 PM** as the opening and closing of the waste and recycling room door and the chute door creates a noise, which can be disturbing to the residents' in adjacent units.

12(b) Transport of Christmas Trees

Natural Christmas trees must be wrapped when transported through the common areas of the building to prevent/minimize litter from dry tree needles. At the end of the seasonal period a natural tree may be left outside of the loading bay for disposal. The property manager will provide notice of the dates when trees will be picked up by the city. The property manager can also provide large garbage bags to wrap Christmas trees prior to leaving your unit to avoid needles falling along the hallways and elevators.

Under **NO circumstances** is anyone to use the garbage chute for the disposal of a tree or any plant as it may block the chute.

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1	Policy presented	BOD	December 19, 2018
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13. Elevators and Moving/Deliveries

All deliveries and moves in or out of the building are to be made through the loading bay on P1 and require the reservation of the elevator using the “Elevator Reservation Agreement” form. This may be obtained from the concierge or from the Condo Control website.

Residents may transport their large personal purchases, such as TVs, audio equipment, and other bulky items through the common areas but may not use the front lobby. The concierge is to be notified to provide assistance as necessary and/or hang the protective pads in the elevator as determined by the concierge. The objective is to avoid damaging the walls of the elevators.

Elevators may be booked for a maximum period of four hours, between 9:00 am to 1:00 pm and 1:00 pm to 5:00 pm, Monday through Saturday.

No bookings are allowed on Sunday or statutory holidays. In unusual circumstances, the property manager may permit a booking of the elevators outside of these times, at her sole discretion based on unusual circumstances.

A damage deposit of \$300.00 is required for all elevator reservations, which needs to accompany the signed “Elevator Reservation Agreement” form, prior to approval by property management. The resident who has made the booking is to accompany the concierge (or other management representative) on the pre-reservation and the post-reservation inspections. Residents will be responsible for any damages caused to the elevator interior or any other common element.

Note that all new owners or tenants moving into the building are required to complete an Owner’s Resident Registration Package or Tenant Registration Package, including Tenant Covenant, prior to booking the elevator for the move. Residents will not be permitted to book the moving elevator unless the Registration Packages are completed in advance.

VERSION CONTROL	Description of Changes	of	Approved By	Date
1	Policy presented		BOD	December 19, 2018
2				
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14 Locker Units (No current Policies)

15 Recreational Facilities

15 (a) The Recreational Facilities Hours of Use

- Please check the hours of availability as it varies for each recreational facility.
- Regular cleaning of the recreational facilities takes place daily without closing the amenities.
- Major cleaning to the pool and changeroom floors takes place every Thursday from 1:00 pm to 4:00 pm. During this time access to the change room and pool is not permitted.

15(b) Pool/Spa Use

- Street shoes are not permitted on the pool deck as they are a safety hazard and will dirty the floor.
- Running, jumping, loud noise, splashing or horseplay is not permitted on the swimming pool deck or in the shower area.
- Clean and appropriate swimming apparel is required in the swimming pool.
- Diving into the swimming pool is not permitted due to the shallow depth of the pool.
- All residents must take cleansing shower before entering the pool or spa to avoid carrying dirt, bodily secretions, bacteria or residue from hygiene products into the pool. (Provincial Law requirement) The pre-swim shower helps minimize the irritating, smelly substances formed in pool water when impurities on the bodies of swimmers combine with chlorine.
- The maximum number of people allowed in the pool area (in the water and on the deck) is 20. The maximum number of people allowed in the spa is 5. (Provincial Regulations)
- No one under the age of 12 is allowed in the spa unless accompanied by someone over the age of 16. All children are to be closely supervised at all times.
- Glass or other breakable items are not permitted in the spa and pool room.
- To ensure that pollution of the water does not create health issues for other users, it is imperative that persons lacking toilet training or control, wear snugly-fitting swim diapers plus rubber pants when in the pool or whirlpool. Water contamination also results in significant cleaning costs. Please report discharges immediately to Security staff for immediate action to vacate and clean the pool.
- All users must dry themselves completely when exiting the change rooms so that water does not drip on the hallway floors causing a safety and slip hazard. Shoes or sandals are to be worn at all times when exiting the change rooms.
- Lights in the pool room are usually turned off to conserve energy. Lights may be turned on during evening hours by notifying the concierge.

VERSION CONTROL	Description of Changes	Approved By	Date
1	Policy presented	BOD	December 19, 2018
2			
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15(c) Fitness Room Use

- **Rules for use of the fitness room are posted in the fitness room. Please be courteous to other users and respect all rules posted.**
- An advance booking on the Condo Control website using the “Amenity Booking” feature is required when using a personal trainer in the fitness room.
- Due to the small size of the fitness room, only one personal trainer is permitted to be in the fitness room at one time.
- As a courtesy, bookings should not exceed one hour. Booking the fitness room does not provide the resident with exclusive use of the room. Other users can use the fitness room even with a personal trainer present.
- Free weight dumbbells are to be placed back on the weight rack, floor mats against the wall and exercise ball on its rack once the user is finished with them.
- Any damaged equipment is to be reported immediately by users to management.
- Pets are not allowed in the fitness room.
- Gym bags, coats, shoes and other items are not permitted in the fitness room and are to be stored in the change room.
- Children are to be closely supervised at all times when using the equipment or within the fitness room.

VERSION CONTROL	Description of Changes	Approved By	Date
1	Policy presented	BOD	December 19, 2018
2			
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15(d) Steam Room Use

- Steam room users are to check with your doctor to ensure they are cleared to use the steam room.
- After use the steam room door is to be left in the open position after with the door wedge provided so the room can air out more quickly and thereby prevent moisture buildup and the possibility of mould.

15(e) Use of Recreational And Amenity Facilities by Non-Residents

Section 16(b) of the Declaration, *Restricted Access*, provides that *Only owners of a Residential Unit, their tenants and their invitees shall be entitled to use any part of the common elements that may from time to time be designated for recreational or amenity purposes and only in accordance with the rules.*

The Riverhouse permits a non-resident who has normal and customary access to a residential unit within the Riverhouse, as a result of a familial or similar relationship, to utilize the recreational and amenity facilities of the Riverhouse on the same basis as the owner of the residential unit.

Owners who have rented their unit and are non-residents may use the recreational and amenity facilities of the Riverhouse.

The *Riverhouse* permits guests and invitees of non-resident owners to use the recreational and amenity facilities of the Riverhouse as follows:

- Guests and invitees of non-resident owners may use the recreational and amenity facilities of the Riverhouse when accompanied by a non-resident owner.
- For reasons of safety and security, invitees and guests of a non-resident owner may not use the recreational and amenity facilities of the Riverhouse when not accompanied by the non-resident owner.

VERSION CONTROL	Description of Changes	Approved By	Date
1	Policy presented	BOD	December 18, 2019
2			
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16 Party Room

16(a) Party Room Use

- Access to the River Room is available to all Riverhouse owners and tenants (hereinafter referred to as “Residents”). Residents who wish to access the River Room are to alert the Concierge, for record and safety purposes, prior to entering the River Room.
- Because the River Room is on a passageway frequented by non-owners and non-residents, entry to the River Room requires the use of a building entry fob. Use of the fob’s control system electronically tracks those who enter the Room.
- The River Room can be visited for casual, non-exclusive individual and shared use by Residents and their guests. Tables are not to be moved and the Pass-Through doors between the Kitchenette and Dining Room are not to be opened during casual use.
- Exclusive use of the River Room can be reserved for Board and authorized Riverhouse Committee events at no rental cost. The River Room is to be reserved by the Board and Committees by booking online using Condo Control Central, or by notifying the concierge.
- The River Room can be reserved for private, exclusive use functions by a Resident at the prescribed rental fee. A “Party Room Agreement” needs to be completed, and the rental fee must be paid in order to reserve the River Room for a private, exclusive function. This Agreement is available on Condo Control under Library/Folders/Forms/Party Room. The Resident has to attend and be present during the duration of the private, exclusive function.
- Any use of the River Room for commercial/business purposes or by an outside entity requires prior approval of the Board and is subject to the rental fee.
- A rental fee, currently \$75.00, but subject to change from time to time, and a refundable damage deposit, currently \$300.00, but subject to change from time to time, must accompany the signed Agreement before the proposed rental can be approved and confirmed by property management.
- The Resident must adhere to, and is responsible for, all Terms and Conditions identified in the Party Room Agreement.
- The Resident who has made the private, exclusive function booking is to accompany the concierge (or other management representative) for a pre-inspection of the River Room and a post-inspection to identify any damages or losses.
- Any damage caused to the River Room, or loss incurred, arising from the use of the River Room by a Resident or any of the Resident’s guests is the responsibility of the Resident.
- Residents who plan to move any of the tables or use of the Pass-Through from the Kitchenette to the Dining Room during their private, exclusive function should inform the concierge, or management representative, during the pre-inspection process.
- Furniture or any item in the River Room is not to be moved out of the River Room without prior approval of the property manager.

- At end of the private, exclusive function, Residents are required to:
- Gather all of their garbage and waste, if any, and place it in the containers provided.
- Remove left over food, drinks, etc. from the fridge.
- Place empty bottles and cans in the loading bay, in front of the overhead door leading to the garbage compactor room.
- Place dirty dishes, glasses, cutlery, etc. in the dishwasher.
- Move all furniture and other items, if relocated for the private, exclusive function, back to its original position and location.
- Leave the premises in a clean and orderly fashion.
- Identify any damages or losses to the Concierge during the post-inspection process.
- Turn all lights off when leaving the River Room.
- During the use of the River Room, Residents are required to:
 - Maintain reasonable noise levels at all times.
 - Use cooking, heating, and any other appliance only in the Kitchenette. The receptacles in the Dining Room are not designed, or have sufficient electrical capacity, to accommodate kitchen cooking, heating or other appliances/devices.
 - Not place heated objects, such as dishes, pans, trays, etc., on any surface including tables, chairs, countertops, etc. without heat resistant buffers.
 - Not let water run unless in actual use.
 - Not leave the oven, cooktop, microwave, and any other cooking and heating appliance/device on unless an adult is present.
- Residents are to use caution if it is necessary to serve on the Dining Room’s stone countertop to protect the adjacent artworks and to prevent stains on the countertop. Any spills, on any surface, furniture, fabric, or floor are to be cleaned up as quickly as possible and the area should be cleaned at the end of the private, exclusive function.
- Although authorized Riverhouse club or social events do not need to fill out the River Room Agreement nor pay the deposit fee, it is required that all participants of club or social events follow the rules outlined within the Agreement (e.g., regarding cleaning up afterwards, damages or loss, movement of furniture, etc.).

VERSION CONTROL	Description of Changes	Approved By	Date
1	Policy presented	BOD	December 19, 2018
2	Policy presented	BOD	October 19, 2022
3			

17 Bicycles (No Current Policies)

18 Rules Enforcement (No Current Policies)

Attachment A

Permitted Smokers List - November 1, 2018

(Pursuant to Rule 2.3)

Unit	Owner	Owner/Tenant (T)/ Resident (R)
101	Caroline Calderone Michael Calderone	Mara Bossio -T
102	Fiona Jeffery	Owner
103	Jean Bryce William Bryce	Owner Owner
104	Anna Marchenko	Owner
105	Savita Chopra Swatanter Chopra Sameer Chopra	Owner Owner Owner
		Mark Panza - T Luisa Piccirilli - T
106	Carolyn Laferwerf	Owner
107	Caroline Calderone Michael Calderone	Owner Owner
201	Danielle Gilmore	Owner

	Scott Henderson	Owner
202	Dr. Andrew Chin	Owner
203	Jo-ann Enright	Owner
	Paul Enright	Owner
204	Jocelyne Salem	Owner
205	Michael Blacklock	Owner
	Paula Blacklock	Owner
206	Kathleen Pearson	Owner
	Percival Pearson	Owner
207	Milicia Valcic	Owner
	Marko Valcic	Owner
208	Trudi Armstrong	Maureen Owner
Unit	Owner	Owner/Tenant (T)/ Resident (R)
209	Liane Catalfo	Owner
210	Michael Thompson	Owner
	Darlene Gonzo	Owner
211	Ioannis Ioannou	Owner
		Courtney Scrimshaw - T
		Stephen Scrimshaw - T

212	Albert Cheng	Owner
301	Allen Craig	Owner
	Nicole Craig	Owner
302	David Catalfo	Owner
303	Dante Carinci	Owner
	Mattia Carinci	Owner
		Monica Carinci - R
304	Rita Rathee	Owner
	Karam Rathee	Owner
		Malanie Martin - T
305	Marlene Lynds	Owner
	Scott Lynds	Owner
306	Peter Hildyard	Owner
		Anne Donohue - T
307	Christopher Gawrys	Owner
		Cathy Caligan - T
308	Lorraine Nishisato	Owner
	Shizuhiko Nishisato	Owner
309	Bozena Karasinski	Owner
	Leszek Karasinski	Owner
		Robert Fedun - T
310	Heinz Maurer	Owner
	Sheree Maurer	Owner

311	Tamara Ettesvold	Owner
312	Branka Bozic	Owner
	Kamilo Bozic	Owner
		Romana Bozic - T

Unit	Owner	Owner/Tenant (T)/ Resident (R)
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401	Hugh Balkowski	Owner
	Clair Balkowski	Owner
		Derek Volencz - T

402	Marijca Macura	Owner
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403	Bill Elleker	Owner
	Patti Kirk	Owner

404	Marianne Larson	Birgita Owner
	Per-Ake (Paul) Larson	Owner

405	Jan Hartford	Owner
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406	Gloria Stein	Owner
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407	Gordon D'Aloisio	Owner
		Geoffrey Rush -T

408	Graham Dixon	Owner
	Sue Dixon	Owner
409	Tatiana Issatchenko	Owner
410	Peter Steinmetz	Owner
	Elka Steimetz	Owner
411	Natalya Robinson	Owner
		Kristy Cleaver
501	Emilo Tacconelli	Owner
	Rose Tacconelli	Owner
503	Stephen Risk	Owner
	Susan Callum	Owner
504	Dale Oliver	Owner
	Brenda Oliver	Owner
505	Laura Johnston	Owner
		Leah Moncado - R
506	Sumantra Datta-Ray	Owner
	Kajori Datta-Ray	Owner
507	Kelly Baird	Owner
508	Maria Morgan	Owner
Unit	Owner	Owner/Tenant (T)/

		Resident (R)
509	Mee Suk Gwak	Owner Karen Ryan - T Russell Borden - T
510	Michael Falcone	Owner Charles Mazzacato - T Lizanne Dobson - T
511	Kateryn Kovalenko	Owner
512	Ross Calum	Owner
601	Shahnaz Shah	Owner Lissa Cline - T
602	Svetoslava Hristova	Owner Laura Borgo - T
603	Donald Munnings Rebecca Munnings	Owner Owner Jonah Munnings - R
604	Edward Kress	Owner
606	Bill Knowlton	Owner
607	Christopher Healey Sharon Healey	Owner Owner
608	Brian Johnson Sherril Johnson	Owner Owner

609	Cui-Qiong	Owner Daniel Dees - T Perla Pardias - T
610	Ljubica Kostovic Biljana Kostovic	Owner Owner
611	John Tron	Owner
612	Igor Luzskov	Michael Rosicki - T Rosalene Rosicki - T
701	Vasili Tanczak	Owner Elizabeth Hir - T
Unit	Owner	Owner/Tenant (T)/ Resident (R)
702	Robert Montgomery Caroline Montgomery	Owner Owner Tara Montgomery Ferguson - R Eve Montgomery Ferguson - R
703	Michael Ternosky Julie Ternosky	Owner Owner

704	John Willian Brown	Owner
	Melanie Edwards	Owner
		Jennifer Edwards - R
705	John Clark	Owner
	Jane Clark	Owner
706	Fred Andrew	Owner
	Sherry Andrew	Owner
707	Peter Peskun	Owner
708	John Young	Owner
	Hedda Young	Owner
709	Dany Milic	Owner
	Helen Milic	Owner
		Margaret Shaw - T
		Gordon Griffiths - T
710	Simon Dann	Owner
711	Wanda Koslowski	Owner
712	Dr. Clare Ralston	Owner
	Pieter Kronnenburg	Owner
801	Thomas Keating	Owner
	Sarah Keating	Owner
802	Doug Porter	Owner
	Diane Porter	Owner

804	Paul Wildridge	Owner
	Charlene Wildridge	Owner
805	Thomas Langton	Owner
	Karon Langton	Owner
Unit	Owner	Owner/Tenant (T)/ Resident (R)
806	George Michael Bee	Owner
	Giovanna Moscoso Bee	Owner
		Amy Bee - R Margarita Carnevaro - R
807	David Jarvis	Owner
	Georgie Jarvis	Owner
808	Kim Bolton	Owner
	Barbara Bolton	Owner
901	David Mellor	Owner
	Cecila Pavao	Owner
902	Robert Clark	Owner
	Judy Clark	Owner
903	Lee Samis	Owner
	Ghislaine Samis	Owner

904	Jack Cooper	Owner
	Mary Margaret Cooper	Owner
905	Neeroo Badecha	Owner
		Michelle Bolinger - T
906	Huei Fen Liu	Owner
	Phillip Leong	Owner
		Jeff Wilding - T
907	Tony Traub	Owner
1001	Herb Kemp	Owner
	Penny Kemp	Owner
1002	Chip Vallis	Owner
	Barbara Vallis	Owner
1003	Greg Van Staveren	Owner
	Donna Van Staveren	Owner
1004	Jost Ritterhaus	Owner
	Sandi Ritterhaus	Owner
1005	Candice Balkowski	Owner
1101	Phillip Gainsbury	Owner
	Vasilina Demidovich	Owner
Unit	Owner	Owner/Tenant (T)/

Resident (R)

1102	Ross Scofield	Owner
	Patti Hull	Owner
1103	John Bailey	Owner
	Claudine Bailey	Owner
1104	Colin Lipson	Owner
1105	Joe Coyle	Owner
	Patricia Coyle	Owner

VERSION CONTROL	Description Changes	of	Approved By	Date
1	Policy presented		BOD	
2				
3				



MISSION STATEMENT

***To provide an active, discerning
lifestyle in a safe, peaceful and
inclusive community.***

Board of Directors, 2018



VISION STATEMENT

***Be the most desirable condominium to
live your life.***

Board of Directors, 2018



GUIDING PRINCIPLES

*represent our commitment and unwavering pursuit to achieve
and sustain a spirit of community among residents by encouraging:*

- *Open and honest communication*
- *Transparency and accountability*
- *Mutual respect of our differences*
- *Co-operation and collaboration*
- *Understanding and compromise*
- *Harmony and consensus building*
- *Participation and involvement*
- *A sense of belonging*

*'Tis not a destination as challenges will always confront us, but a journey so we will correct
our ways and move forward.*

*It is the courage, resolve and the ongoing practice of these principles that will distinguish and
define us.*

Board of Directors, 2015



PROMISE

***To be fair and equitable, and
treat each resident with dignity and respect.***

***To ensure honest and transparent
communication while fostering a friendly
and***

***inclusive community within a
safe, secure and well-managed
condominium.***

Board of Directors, 2018

FORM 5

Condominium Act, 1998

SUMMARY OF LEASE OR RENEWAL (clause 83 (1) (b) of the Condominium Act)

TO: **Toronto Standard Condominium Corporation No. 2410**

1. This is to notify you that:

[Strike out whichever is not applicable]:

a written or oral [strike out whichever is not applicable]: lease/ sublease / assignment of lease

OR

a renewal of a written or oral [strike out whichever is not applicable]: lease / sublease / assignment of lease

has been entered into for:

Unit(s)_____, Level(s)_____, [include any parking or storage units that have been leased].

on the following terms:

Name of Lessee(s) (or sublessee(s)): _____

Telephone number: _____

Fax number (if any): _____

Commencement date: _____

Termination date: _____

Option(s) to renew: _____

(set out details)

Rental payments: _____

(set out amount and when due)

Other information: _____

(at the option of the owner)

Please see other side =>

2. I (We) have provided the [strike out whichever is not applicable]: lessee(s) / sublessee(s) / assignment with a copy of the declaration, by-laws and rules of the condominium corporation.

3. I (We) acknowledge that, as required by subsection 83 (2) of the *Condominium Act, 1998*, I (We) will advise you in writing if the [strike out whichever is not applicable]: lease / sublease / assignment of lease is terminated.

Dated this _____ day of _____

(signature of owner(s))

(print name of owner(s))

(In the case of a corporation, affix corporate seal or add a statement that the persons signing have the authority to bind the corporation).

(address)

(telephone number)

(fax number, if any)

Please complete and give to the Management Office

**PRE-AUTHORIZED PAYMENT PLAN AUTHORIZATION
FOR CONDOMINIUM MONTHLY COMMON CHARGES**

RE : OWNERS(S) NAME(S) : _____
OWNER(S) ADDRESS : _____

TO : **TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2410**
(the "Payee")

AND TO: Brookfield Condominium Services Ltd. (the "Payee's Agent")

AND TO : Owner(s) Financial Institution or Bank or Trust Company (the "Bank")
Name of Financial Institution : _____
Branch Address : _____
City, Province : _____
Branch Transit No. _____ Account No. _____

1. THE UNDERSIGNED OWNER(S) AUTHORIZE the PAYEE and the Payee's Agent on the PAYEE'S behalf to debit the above account at the above indicated branch of the Bank, in payment of the monthly condominium common charges as may be approved by the PAYEE from time to time and attributed to the undersigned Owner(s) of Suite _____ at 30 Old Mill Road, Toronto, ON M8X 0A5.
2. A debit in the amount of \$ _____ may be drawn on the account, on the 1st day of each month, beginning the month of _____ 201____.
3. It is acknowledged and agreed by the undersigned that if there are insufficient funds on deposit in the account at the time that the debit is made by or on behalf of the PAYEE, the insufficiency shall be deemed by the PAYEE to be non-payment of the common charges for the particular month. In addition, the undersigned acknowledges and agrees that if any service fees or charges are incurred because there are insufficient funds on deposit, such fees or charges shall be paid by the undersigned.
4. The Bank is not required to verify that any debits drawn by or on behalf of the PAYEE are in accordance with this Authorization or the agreement made between the undersigned and the PAYEE.
5. It is acknowledged that in order to cancel this Authorization the undersigned must provide 14 days prior written notice to the PAYEE in care of the Payee's Agent at: Brookfield Condominium Services Ltd., c/o Accounting Department, 3190 Steeles Avenue East, Suite 200, Markham, Ontario, L3R 1G9. This authorization may be cancelled at any time and cancellation will be effective 14 days after such written notice of cancellation is actually received by the Payee's Agent.
6. The right is acknowledged by the undersigned, to full reimbursement of a pre-authorized debit made to the account by the Bank, if the right is exercised within 90 days after the item in dispute is posted to the account and any of the following conditions apply: (a) the PAYEE was never provided with an Authorization, (b) the debit was not drawn in accordance with the Authorization that was provided to the PAYEE, (c) the Authorization that was provided the PAYEE was revoked in writing, or (d) the debit was posted to the wrong account due to incorrect account information.
7. It is acknowledged by the undersigned that delivery of this Authorization to the PAYEE constitutes delivery by the undersigned to the Bank. It is warranted by the undersigned that all persons whose signatures are required to sign on the above account have signed this Authorization. Receipt is acknowledged by the undersigned of a signed copy of this Authorization.
8. The undersigned will notify the PAYEE (in care of the Payee's Agent at the address set out above) promptly in writing if there is any change in the above account information or if this Authorization is to be terminated.
9. For verification purposes, please enclose one of your personal cheques marked "**VOID**". For an account, all depositors must sign if more than one signature is required on a cheque issued against the accountholder.

Date Owner's Signature : _____

Owner's Name : _____

Owner's Address : _____

Date Owner's Signature : _____

Owner's Name : _____

Owner's Address : _____

NOTE : For verification purposes, please enclosed one of your personal cheques marked "VOID". For an account, all depositors must sign if more than one signature is required on a cheque issued against the accountholder.