

Properties

831, PART BLK A PLAN 66M1227 AS DESCRIBED IN SCHEDULE "A" OF DECLARATION
D130997 SUBJ TO 5 YRS RIGHT OF ENTRY AS SET OUT IN TRANSFER D142344
SCARBOROUGH , CITY OF TORONTO

Address 8 APARTMENT
3050 ELLESMERE ROAD
SCARBOROUGH

PIN 11831 - 0310 LT

Description UNIT 5, LEVEL 16, METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO.
831, PART BLK A PLAN 66M1227 AS DESCRIBED IN SCHEDULE "A" OF DECLARATION
D130997 SCARBOROUGH , CITY OF TORONTO

Address 7 APARTMENT
3050 ELLESMERE ROAD
SCARBOROUGH

PIN 11831 - 0311 LT

Description UNIT 6, LEVEL 16, METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO.
831, PART BLK A PLAN 66M1227 AS DESCRIBED IN SCHEDULE "A" OF DECLARATION
D130997 SUBJ TO 5 YRS RIGHT OF ENTRY AS SET OUT IN TRANSFER D142423
SCARBOROUGH , CITY OF TORONTO

Address PH06 SUITE
3050 ELLESMERE ROAD
TORONTO

PIN 11831 - 0312 LT

Description UNIT 7, LEVEL 16, METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO.
831, PART BLK A PLAN 66M1227 AS DESCRIBED IN SCHEDULE "A" OF DECLARATION
D130997 SUBJ TO 5 YRS RIGHT OF ENTRY AS SET OUT IN TRANSFER D142725
SCARBOROUGH , CITY OF TORONTO

Address SCARBOROUGH

PIN 11831 - 0313 LT

Description UNIT 8, LEVEL 16, METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO.
831, PART BLK A PLAN 66M1227 AS DESCRIBED IN SCHEDULE "A" OF DECLARATION
D130997 SUBJ TO 5 YRS RIGHT OF ENTRY AS SET OUT IN TRANSFER D142445
SCARBOROUGH , CITY OF TORONTO

Address 4 APARTMENT
3050 ELLESMERE ROAD
SCARBOROUGH

PIN 11831 - 0314 LT

Description UNIT 9, LEVEL 16, METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO.
831, PART BLK A PLAN 66M1227 AS DESCRIBED IN SCHEDULE "A" OF DECLARATION
D130997 ; SCARBOROUGH , CITY OF TORONTO

Address SCARBOROUGH

Applicant(s)

Name METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 831

Address for Service 253 LAKE DRIVEWAY WEST
AJAX, ONTARIO.
L1S 5B5

I, COLIN SINCLAIR, have the authority to bind the corporation.

Statements

Metropolitan Toronto Condominium Corporation No. 831, gives notice that it changes its address for service to 253 Lake Driveway West, Ajax, Ontario. L1S 5B5.

Metropolitan Toronto Condominium Corporation No. 831, gives notice that it changes its mailing address to 253 Lake Driveway West, Ajax, Ontario. L1S 5B5.

Signed By

Lorraine Symington

253 Lake Driveway West
Ajax
L1S 5B5

acting for
Applicant(s)

Signed 2010 05 27

Tel 9056192886

Signed By

Fax 9056192705

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted ByNEWTON TRELAWEY PROPERTY MANAGEMENT SERVICES
253 Lake Driveway West
Ajax
L1S 5B5

2010 05 27

Tel 9056192886

Fax 9056192705

Fees/Taxes/Payment

Statutory Registration Fee	\$0.00
Total Paid	\$0.00

**METROPOLITAN TORONTO
CONDOMINIUM CORPORATION NO. 831**

**FINANCIAL STATEMENTS
WITH INDEPENDENT AUDITOR'S REPORT
JULY 31, 2016**

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 831

July 31, 2016

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DAURIO & FRANKLIN LLP
CHARTERED ACCOUNTANTS
220 DUNCAN MILL ROAD, SUITE 513, TORONTO, ONTARIO, M3B 3J5
TEL: (416) 444-3906, FAX: (416) 447-9798

INDEPENDENT AUDITOR'S REPORT

To the Unit Owners of
Metropolitan Toronto Condominium Corporation No. 831

We have audited the accompanying financial statements of Metropolitan Toronto Condominium Corporation No. 831, which comprise the statement of financial position as at July 31, 2016 and the statements of operations and changes in fund balances of the general fund, reserve fund, contingency fund, and the statement of cash flows for the year then ended, and a summary of significant accounting policies and other explanatory information.

Management's Responsibility 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.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements present fairly, in all material respects, the financial position of Metropolitan Toronto Condominium Corporation No. 831 as at July 31, 2016, 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.

Daurio & Franklin LLP

Chartered Accountants, Licensed Public Accountants
October 19, 2016
Toronto, Ontario

Metropolitan Toronto Condominium Corporation No. 831

Statement of Financial Position

As at July 31, 2016

	Note	General	Reserve	2016	2015
ASSETS					
Current					
Cash		\$ 57,006	\$ 912,511	\$ 969,517	\$ 578,466
Common element fees receivable		15,874	-	15,874	3,712
Interfund balance		32,159	(32,159)	-	-
Prepaid expenses		17,266	-	17,266	15,114
		122,305	880,352	1,002,657	597,292
Investments	[3]	-	1,696,168	1,696,168	1,869,776
Capital assets	[4]	25	-	25	196
		25	1,696,168	1,696,193	1,869,972
TOTAL ASSETS		122,330	2,576,520	2,698,850	2,467,264
LIABILITIES					
Current					
Accounts payable and accrued liabilities		161,359	2,000	163,359	155,984
NET ASSETS		\$ (39,029)	\$ 2,574,520	\$ 2,535,491	\$ 2,311,280
<i>Increase (decrease) in Net Assets, in thousands</i>		87	137	224	
Net Assets represented by fund:					
General		\$ (56,045)	\$ -	\$ (56,045)	\$ (143,530)
Contingency	[2.a]	17,016	-	17,016	17,016
Reserve	[2.a] [5]	-	2,574,520	2,574,520	2,437,794
		\$ (39,029)	\$ 2,574,520	\$ 2,535,491	\$ 2,311,280

Approved on Behalf of the Board:

 Director

 Director

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

Metropolitan Toronto Condominium Corporation No. 831
Statement of General Operations and Changes in Fund Balance
For the year ended July 31, 2016

	Note	Budget 2016 [Note: 7]	2016	2015
REVENUE				
Common element fees		\$ 2,122,651	\$ 2,122,776	\$ 1,983,796
Allocation to reserve fund		(464,057)	(464,057)	(396,630)
Special assessment	[6]	-	133,333	66,667
Miscellaneous income		27,685	24,138	27,211
		1,686,279	1,816,190	1,681,044
EXPENDITURES, Pages 11 to 12				
Utilities		959,568	989,673	989,014
Contract services		547,303	536,828	548,418
General and administrative		16,325	18,635	15,866
Repairs and maintenance		92,640	97,517	176,526
Supplies		6,000	9,166	8,198
Professional services		64,443	76,886	62,128
		1,686,279	1,728,705	1,800,150
Excess (Deficiency) of Revenue over Expenditures		-	87,485	(119,106)
Balance, Beginning of the Year			(143,530)	(24,424)
Balance, End of the Year			\$ (56,045)	\$ (143,530)

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

Metropolitan Toronto Condominium Corporation No. 831
Statement of Reserve Operations and Changes in Fund Balance
For the year ended July 31, 2016

	2016	2015
REVENUE		
Allocation from common element fees	\$ 464,057	\$ 396,630
Interest	34,180	30,097
	498,237	426,727
EXPENDITURES		
Asphalt, curbs and walkways	10,724	-
Recreational facilities	-	2,938
Fire protection	22,493	12,978
Elevators	-	56,466
Heating system	223,379	25,919
Painting	1,785	8,747
Plumbing	28,682	23,049
Security	2,920	3,147
Pool and fitness equipment	7,750	-
Garbage compactor	15,178	-
Garage ramp and repairs	6,780	-
Building interior renovations	1,944	10,619
Consulting fees	5,226	5,418
Doors and windows	4,218	9,039
Electrical repairs	6,920	2,752
Landscaping	16,894	5,650
Telephone system	-	1,745
Reserve fund study	6,618	-
	361,511	168,467
Excess of Revenue over Expenditures	136,726	258,260
Balance, Beginning of the Year	2,437,794	2,179,534
Balance, End of the Year	\$ 2,574,520	\$ 2,437,794

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

Metropolitan Toronto Condominium Corporation No. 831
Statement of Contingency Operations and Changes in Fund Balance
For the year ended July 31, 2016

	2016	2015
EXPENDITURES		
Security cameras	\$ -	\$ 7,176
Excess of Expenditures over Revenue	-	(7,176)
Balance, Beginning of the Year	17,016	24,192
Balance, End of the Year	\$ 17,016	\$ 17,016

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

Metropolitan Toronto Condominium Corporation No. 831

Statement of Cash Flows

For the year ended July 31, 2016

	2016	2015
Cash provided by (used in) operating activities		
Cash received for all general operations	\$ 1,804,028	\$ 1,688,572
Cash received for all reserve operations	498,239	426,727
Cash paid for all general operations	(1,722,092)	(1,839,864)
Cash paid for all reserve operations	(362,732)	(165,247)
	217,443	110,188
Cash provided by (used in) investing activities		
Reserve fund investments	173,608	(104,084)
Net Increase in Cash	391,051	6,104
Cash, Beginning of the Year	578,466	572,362
Cash, End of the Year	\$ 969,517	\$ 578,466
Cash consists of:		
Cash, General fund	\$ 57,006	\$ (7,766)
Cash, Reserve fund	912,511	586,232
	\$ 969,517	\$ 578,466

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

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 831

Notes to the Financial Statements

July 31, 2016

1. Operations

Metropolitan Toronto Condominium Corporation No. 831 (the "Corporation" or the "Entity") was registered in Ontario without share capital on June 30, 1989 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 331 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 contingency fund is a general operating fund which was established by the Board of Directors to finance future special projects and non-recurring significant repairs. The fund reports transfers from the general fund and expenses related to the fund's purpose, as authorized by the Board of Directors.

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 Entity's common elements and assets. The basis for determining the reserve fund's requirements is explained in Note 5. 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 Entity 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 Entity (the "common elements") are owned proportionately by the unit owners, and consequently are not reflected as assets in these financial statements.

c) Capital Assets

Units and real property not directly associated with the units are recognized as capital assets if they are purchased or received by the Entity as owner, and either:

- i) they can be sold, with the appropriate approvals, for consideration to be retained by the Entity, or;
- ii) the units or property generate significant cash flows to the Entity from their use.

Units received by the Entity at nominal cost are recognized at a nominal value. Common personal property is recognized as a capital asset when such property is purchased for the first time, and is used in the operating, maintaining or repair of the common elements. Common personal property includes maintenance equipment and work vehicles.

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 831

Notes to the Financial Statements

July 31, 2016

d) Amortization

The amortization rate adopted by the Entity for the automotive equipment is 30% per annum applied on the declining balance basis having regard to the net realizable value of the automotive equipment.

The amortization rate adopted by the Entity for the locker units is 4% per annum applied on the declining balance basis having regard to the net realizable value of the locker units.

Based on current resale values, there has been no decline in the net realizable value of the the locker units and therefore no amortization has been provided for in these financial statements.

e) Transfers

Transfers between funds 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.

f) 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.

g) Use of Estimates

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. Significant estimates include those used when accounting for accounts payable and accrued liabilities. Actual results could differ from management's best estimates as additional information becomes available in the future.

h) 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 Entity from the owners.

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

i) Contributed Services

Directors, committee members and owners volunteer their time to assist in the Entity's activities. While their services benefit the Entity 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.

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 831

Notes to the Financial Statements

July 31, 2016

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 Deposit Insurance Corporation 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.

4. Capital Assets

Capital assets are recorded at cost and are comprised as follows:

	<u>Cost</u>	<u>Accumulated Amortization</u>	<u>Net 2016</u>	<u>Net 2015</u>
Locker units	\$ 25	\$ -	\$ 25	\$ 25
Automotive equipment	<u>8,625</u>	<u>8,625</u>	<u>-</u>	<u>171</u>
	<u>\$ 8,650</u>	<u>\$ 8,625</u>	<u>\$ 25</u>	<u>\$ 196</u>

5. 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 have relied on an updated reserve fund study that did not involve a site inspection prepared on July 1, 2016 by M&E Engineering and such other information as was available to them in evaluating the adequacy of the reserve fund. The Board of Directors have accepted the recommendations of the study. The actual reserve fund contributions including transfers, if any, during 2016 were \$464,057, which is consistent with the reserve fund study. The actual expenditures from the reserve fund were \$361,511 compared to \$641,859 estimated in the study. The closing reserve fund balance was \$2,574,520 compared to \$2,302,857 estimated in the study. Annual reserve allocations in the study increase by 21.1% each year for five years and then increase by 2% each year thereafter.

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

6. Special Assessment

During 2015, the Board of Directors approved a special assessment of \$200,000 to be payable monthly over six months starting June 1, 2015. The special assessment is to be used to eliminate the general fund deficit. In 2016, the remaining four payments totaling \$133,333 were recognized as revenue of the general fund.

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 831

Notes to the Financial Statements

July 31, 2016

7. Budget

The budgeted figures, which are presented for comparison purposes only, are unaudited and are those approved by the Board of Directors in 2015.

8. Commitment

The Corporation entered into a contract with Wenlight for an energy lighting retrofit, which is a reserve fund item. The amount remaining to be billed subsequent to the year end is approximately \$94,000, including taxes.

9. Contractual Obligations

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

10. Related Party Transactions

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

Management is reimbursed for certain administrative costs and paid a monthly management fee by the Corporation, and collects fees from owners, purchasers and others for issuing status certificates and lien notices. These transactions were in the normal course of operations and were measured at the exchange amount.

11. 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.

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 831

Schedule of General Fund Expenses

For the year ended July 31, 2016

	Budget 2016 [Note: 7]	2016	2015
Utilities			
Hydro	\$ 391,000	\$ 502,754	\$ 442,715
Gas	241,500	152,908	221,818
Water	318,068	325,385	316,795
Telephone	9,000	8,626	7,686
	\$ 959,568	\$ 989,673	\$ 989,014
Contract services			
Landscaping and snow removal	\$ 35,340	\$ 36,240	\$ 36,972
Heating, ventilation and air conditioning	34,728	35,249	34,060
HVAC monitoring	3,370	2,942	-
Elevators	17,960	18,047	20,542
Pest control	1,905	2,124	10,481
Fire system monitoring	5,918	3,443	6,862
Methane monitoring	19,480	10,884	20,761
Concierge and security	190,856	191,875	190,907
Cleaning services	126,219	123,050	118,224
Management fees	99,560	100,010	98,399
Swimming pool	11,967	12,964	11,210
	\$ 547,303	\$ 536,828	\$ 548,418
General and administrative			
Office and general	\$ 2,300	\$ 3,128	\$ 2,967
Social and recreation	-	-	1,207
Bank charges	1,150	857	1,164
Meeting costs	2,000	1,001	1,142
Printing and stationery	1,950	3,146	2,477
General administration	2,500	4,550	3,116
Amortization of capital assets	-	171	73
Postage and courier	1,700	1,873	2,128
Corporation locker	1,725	1,409	1,592
Insurance deductible	3,000	2,500	-
	\$ 16,325	\$ 18,635	\$ 15,866

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 831

Schedule of General Fund Expenses

For the year ended July 31, 2016

	Budget 2016 [Note: 7]	2016	2015
Repairs and maintenance			
Carpet cleaning	\$ 4,800	\$ 4,967	\$ 3,929
Elevator, non-contract	1,800	2,381	6,454
Landscaping improvements	10,000	13,645	8,532
Heating, ventilation and air conditioning, non-contract	1,500	415	1,582
Fan coil units	-	-	2,935
Fire equipment	12,540	9,980	21,688
Building construction, repairs and maintenance	12,900	11,905	29,721
Garage	6,200	9,825	8,051
Sprinkler	800	955	727
Garage doors	1,900	3,210	2,413
Plumbing, drains and catch basins	23,000	18,161	54,533
Recreation centre, pool and sauna	2,950	2,602	2,653
Pest control	350	73	306
Windows and screens	-	840	2,570
Electrical	2,500	2,114	7,261
Waste disposal	3,100	1,486	3,978
Security hardware and supplies	900	170	862
Access control systems	500	5,352	70
Enterphone repairs	1,000	582	981
General maintenance	4,100	5,306	17,280
Doors and locks	1,800	3,548	-
	\$ 92,640	\$ 97,517	\$ 176,526
Supplies			
Building supplies	\$ 1,200	\$ 4,545	\$ 3,791
Lighting fixtures and supplies	1,400	1,556	1,462
Cleaning supplies	1,800	2,027	1,940
Doors and hardware supplies	1,350	1,038	929
Signs	250	-	76
	\$ 6,000	\$ 9,166	\$ 8,198
Professional services			
Audit	\$ 4,350	\$ 4,444	\$ 4,181
Insurance	53,093	53,773	49,526
Legal	5,000	18,669	6,500
Consulting fees	2,000	-	1,921
	\$ 64,443	\$ 76,886	\$ 62,128



DAURIO & FRANKLIN LLP
CHARTERED ACCOUNTANTS

220 DUNCAN MILL ROAD, SUITE 513, TORONTO, ONTARIO, M3B 3J5
TEL: (416) 444-3906, FAX: (416) 447-9798

October 21, 2016

The Board of Directors
Metropolitan Toronto Condominium Corporation No. 831
c/o Newton-Trelawney Property Management Services
253 Lake Driveway West
Ajax, Ontario
L1S 5B5

Dear Board Members:

We attach a copy of the final July 31, 2016 report and financial statements of Metropolitan Toronto Condominium Corporation No. 831 which should be used for duplicating purposes.

The corporate tax return and the non-profit organization information return are attached and instructions for their completion and filing with Canada Revenue Agency are included.

Canadian generally accepted standards for audit engagements requires that we confirm our independence to management or persons having oversight responsibility for the financial reporting process in the context of the Rules of Professional Conduct of the Institute of Chartered Accountants of Ontario. Accordingly, we hereby confirm that we are independent with respect to the company within the meaning of the Rules of Professional Conduct of the Institute of Chartered Accountants of Ontario as of today's date.

The confirmation of independence is intended solely for the use of the Board of Directors, management, and others within the Corporation and should not be used for any other purposes.

Should you have any questions, kindly contact our office at your convenience.

Yours very truly,
DAURIO & FRANKLIN LLP

Glenn Daurio

Glenn K. Daurio, CPA, CA

GKD:lm
Encl.

METROPOLITAN TORONTO CONDOMINIUM CORPORATION #831
2016/2017 OPERATING BUDGET -August 1/16- July 31/17
ANNUAL COMPARISON SUMMARY

final approved

LY CEF -

\$2,122,651.00

CODE	DESCRIPTION	16/16 BUDGET	PROJECTED	16/17 BUDGET	COMMENTS
INCOME					
4010	COMMON ELEMENT FEES	2,122,651.00	2,122,651.00	2,247,882.00	5.9000%
4020	SPECIAL ASSESSMENT INCOME	0.00	133,333.00	0.00	
4100	PARTY ROOM	5,200.00	4,900.00	5,300.00	
4120	PARKING INCOME	0.00	25.00	0.00	
4140	GUEST SUITE INCOME	1,440.00	3,515.00	3,675.00	
4200	LOCKER FEES	12,845.00	12,717.00	13,422.00	
4300	INTEREST INCOME	6,200.00	0.00	0.00	minimal to no interest now from banks
4400	MISCELLANEOUS INCOME	100.00	400.00	460.00	
4405	ACCESS CARD & KEY INCOME	1,900.00	1,950.00	2,250.00	
4600	LATE CHARGES	0.00	0.00	0.00	
4800	PRIOR YEAR SURPLUS	0.00	0.00	0.00	
TOTAL INCOME		2,150,336.00	2,279,491.00	2,272,989.00	
EXPENSES					
Administration					
5040	Monthly & annual meeting	2,000.00	1,200.00	1,250.00	AGM Hall/AGM package mailing/mins
5090	Bank Charges	1,150.00	868.00	875.00	
5120	Insurance Deductible	3,000.00	2,500.00	2,500.00	
5130	Maintenance Fees - Lockers	1,725.00	1,460.00	1,966.00	Corp. owned lockers/unknown ownership
5150	Miscellaneous Administration	2,500.00	4,200.00	3,500.00	
5200	Office & General	2,300.00	2,300.00	2,300.00	office supplies/photocopier paper etc
5220	Postage & Delivery	1,700.00	1,800.00	2,000.00	miscellaneous mailings to off site owners(+newsletters)
5240	Printing & Stationary	1,960.00	1,926.00	3,000.00	photocopier contract & off site printing(+4 newsletters/yr)
5250	Social	0.00	0.00	3,000.00	x-mas party
Total Administration		16,325.00	16,254.00	20,391.00	
Contract Services					
5410	Housekeeping Contract	126,218.00	123,050.00	127,057.00	United cleaning - new contract May 1, 2016
5420	Elevators	17,960.00	18,045.00	18,588.00	Thyssen Elevator - 10 yr contract ends Oct. 2025
5425	Fire Alarm Systems Monitoring	1,850.00	1,918.00	1,860.00	Chubb - Fire system monitoring
5426	Monthly & Annual Fire Test	4,068.00	7,837.00	4,156.00	monthly testing \$113. & annual inspection \$2800. CBS Bldg.
5450	Landscaping/Snowplowing	35,340.00	35,400.00	36,034.00	Misty Hills Landscaping - 2.2% incr. Apr.1/2016
5470	Management Fees	99,560.00	100,452.00	103,208.00	Newton Trelawney Property Management - 3% incr. June 1 2016
5517	HVAC Common Area	34,728.00	35,760.00	36,118.00	Trane - increase 2% each February until 2020
5518	HVAC Monitoring (Aris)	3,370.00	3,209.00	3,608.00	Aris Building Technologies - contract expired May 31, 2016
5524	Methane Monitoring & Inspection	19,480.00	14,739.00	17,142.00	URS Contract \$15,142 and required repairs
5530	Pool Contract	11,967.00	11,967.00	11,967.00	Pro Line - pool maintenance - contr. Ends May 31, 2017
5535	Pest Control	1,805.00	1,845.00	9,696.00	Orkin - common element/rat stations +all units roach treatment
5550	Security Contract	190,856.00	183,500.00	193,719.00	G4S contract renewed May 1, 2016 to Apr. 30, 2017+stat holiday
Total Contract Services		647,303.00	637,722.00	663,263.00	
Professional Services					
5710	Audit	4,350.00	4,350.00	4,450.00	Annual Audit- Daurio & Franklin
5725	Insurance	53,093.00	52,512.00	58,700.00	Atrons-Counsel - expiry Nov 5/2016 then est. 5% incr
5740	Legal	5,000.00	16,000.00	2,800.00	last year was primarily due to special assessment issues
5750	Consulting Fees	2,000.00	0.00	0.00	no major work for consulting planned from operating
Total Professional Services		64,443.00	72,862.00	65,950.00	

CODE	DESCRIPTION	15/16 BUDGET	PROJECTED	16/17 BUDGET	COMMENTS
Repair & Maintenance					
6010	Access Control Keys	500.00	5,352.00	2,000.00	Door & garage fobs
6020	Air Conditioning	0.00	0.00	0.00	
6165	Boiler/Hot Water/Heater Repairs	1,500.00	0.00	0.00	minor repairs
6170	Bldg. Interior - General	10,500.00	8,400.00	8,500.00	general repairs - repairs after floods - see code 6685
6190	Carpet Rentals (winter mats)	3,200.00	4,600.00	4,600.00	Mat rentals
6191	Carpet Cleaning	1,600.00	0.00	1,600.00	once a year
6210	Compactor	3,100.00	1,500.00	1,900.00	Repairs and power cleaning chutes
6450	Electrical Repairs	2,500.00	1,700.00	2,000.00	repairs to electrical system
6452	In suite fan coil units	0.00	0.00	0.00	none budgetted
6453	Elevator - non contract repairs	1,800.00	1,550.00	1,700.00	tssa repairs required not cons. Reserve
6455	Entry Phone Repairs	1,000.00	3,300.00	1,500.00	Minor repairs to entry phone system
6460	Equipment/Tools Repairs	1,100.00	950.00	1,000.00	Small repairs to building equipment/golf cart/wheels
6470	False Alarm Charges (fire dept.)	5,040.00	1,230.00	3,690.00	False fire alarms
6485	Fire System Inspect. Repairs	7,500.00	16,525.00	8,000.00	Repairs/annual fire inspection -some can be reserve
6500	Garage Cleaning/Drains	6,200.00	9,300.00	6,700.00	ext./int. drains/power wash u/g & stairwells/air shafts - twice/yr
6510	Garage Doors	1,900.00	3,300.00	2,000.00	Maintenance contract & repairs
6520	Generator	2,400.00	2,000.00	2,400.00	\$2,011. Semi annual testing + repairs
6610	Decorating (common areas)	0.00	0.00	0.00	Optional additional upgrades to common elements
6650	Landscaping Extras	10,000.00	15,000.00	15,000.00	Landscaping improvements not in contract/fencing work
6660	Irrigation (Lawn Sprinklers)	800.00	800.00	800.00	Spring/fall open/close+ repairs
6670	Gen.Repairs & Main. (Misc.)	3,000.00	4,500.00	4,500.00	Repairs not classified i.e. rain storm
6675	Pest Control (extras to contract)	350.00	75.00	150.00	as necessary - additional work
6685	Painting/drywall repairs after floods	0.00	0.00	0.00	repairs after floods - units and c. elements
6690	Parking Lot/Driveway Repairs	0.00	10,725.00	0.00	past yr -speed bumps, marking
6750	Plumbing/Drains	23,000.00	18,000.00	18,000.00	Common element drains repairs/pinholes etc
6765	Pool Repairs - Non Contract	1,800.00	600.00	1,250.00	minor repairs
6785	Recreational Facilities	1,150.00	1,130.00	1,150.00	Small repairs to equipment not under warranty
6790	Roof	0.00	0.00		Small repairs to roof
6800	Security Cameras/Parking	900.00	300.00	600.00	As necessary - additional cameras etc.
6850	Snow Removal (off site)	0.00	0.00	0.00	
6950	Windows (Cleaning/Repairs)	0.00	0.00	6800.00	1 cleaning
6955	Door Repairs	1,800.00	3,600.00	1,500.00	most can be reserve expense
Total Repairs & Maintenance		92,640.00	114,437.00	97,340.00	
Supplies					
7015	Building Supplies	1,100.00	4,010.00	1,600.00	Nuts/bolts etc.
7020	Lighting Supplies	1,400.00	1,600.00	1,600.00	Light bulbs, fixtures, ballasts, etc.
7030	Cleaning Supplies	1,800.00	1,800.00	1,800.00	Purchase of cleaning supplies
7048	Locks, Keys & Hardware	1,350.00	1,100.00	1,100.00	Common element passage sets, locks etc.
7080	Signs	250.00	0.00	100.00	Signs as needed - mandated by Toronto Parking etc.
7085	Tools & Supplies	100.00	0.00	100.00	Tools etc.
Total Supplies		6,000.00	8,510.00	6,300.00	
Utilities					
7240	Heating, Fuel	241,500.00	177,500.00	195,000.00	est 9% incr.
7250	Hydro	391,000.00	447,000.00	443,760.00	a +/-reduction \$39K due to energy savings +8% incr
7270	Telephone	9,000.00	8,207.00	8,700.00	Bell Canada - office/pool/sauna/elevators
7280	Water, Sewer	296,068.00	258,636.00	282,000.00	est.9% inc.
7290	Solid Waste	22,000.00	27,646.00	28,200.00	
Total Utilities		959,568.00	918,989.00	957,660.00	
Reserve					
8510	Provision for Reserve	464,057.00	464,057.00	562,095.00	as per current reserve fund study - a 21.1% increase
SUB- TOTAL EXPENSES & RESERVE		2,150,336.00	2,132,831.00	2,272,989.00	
PLUS ADDITIONAL RESERVE FUND CONTR		0.00	0.00		
TOTAL EXPENSES & RESERVE		2,150,336.00	2,132,831.00	2,272,989.00	

Document General

Form 6 Land Registration Reform Act, 1984

D

<p style="text-align: center; font-weight: bold;">D136272</p> <p style="text-align: center;">NEW PROPERTY IDENTIFIERS</p> <p style="text-align: center;">K11.01.01.02.01</p> <p style="text-align: center;"><i>S. M. Kwan</i></p> <p style="text-align: center;">NEW PROPERTY IDENTIFIERS</p> <p style="text-align: center;">K11.01.01.02.01</p>	<p>(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/> (2) Page of 17 pages</p>																
	<p>(3) Property Identifier(s) Block Property Additional: See Schedule <input type="checkbox"/></p>																
	<p>(4) Nature of Document</p> <p style="text-align: center;">By-Law No. 1 (Condominium Act R.S.O. 1980)</p>																
	<p>(5) Consideration</p> <p style="text-align: right;">Dollars \$</p>																
	<p>(6) Description</p> <p>All Units and Common Elements comprising the property included in Metropolitan Toronto Condominium Plan No. 831, City of Scarborough Municipality of Metropolitan Toronto, Land Titles Division of Metropolitan Toronto</p>																
<p>New Property Identifiers</p> <p>Additional: See Schedule <input type="checkbox"/></p> <p>Executions</p> <p>Additional: See Schedule <input type="checkbox"/></p>	<p>(7) This Document Contains: (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/></p>																
<p>(8) This Document provides as follows:</p> <p style="text-align: center;">See attached for Certificate and By-Law</p>																	
<p>(9) This Document relates to instrument number(s)</p> <p style="text-align: right;">Continued on Schedule <input checked="" type="checkbox"/></p>																	
<p>(10) Party(ies) (Set out Status or Interest)</p> <table style="width: 100%;"> <tr> <td style="width: 50%;">Name(s)</td> <td style="width: 50%;">Signature(s)</td> </tr> <tr> <td>METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 831</td> <td>Per: <i>Barbara Kwan</i></td> </tr> <tr> <td></td> <td>Name: Barbara Kwan</td> </tr> <tr> <td></td> <td>Title: President</td> </tr> <tr> <td></td> <td>Per: <i>Tony Lau</i></td> </tr> <tr> <td></td> <td>Name: Tony Lau</td> </tr> <tr> <td></td> <td>Title: Secretary/Treasurer</td> </tr> </table>			Name(s)	Signature(s)	METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 831	Per: <i>Barbara Kwan</i>		Name: Barbara Kwan		Title: President		Per: <i>Tony Lau</i>		Name: Tony Lau		Title: Secretary/Treasurer	
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<p>(11) Address for Service</p> <p style="text-align: center;">c/o 131 Baldwin Street, TORONTO, Ontario, M5T 1L7</p>																	
<p>(12) Party(ies) (Set out Status or Interest)</p> <table style="width: 100%;"> <tr> <td style="width: 50%;">Name(s)</td> <td style="width: 50%;">Signature(s)</td> <td style="width: 50%;">Date of Signature</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </table>			Name(s)	Signature(s)	Date of Signature												
Name(s)	Signature(s)	Date of Signature															
<p>(13) Address for Service</p>																	
<p>(14) Municipal Address of Property</p> <p>3050 Ellesmere Road SCARBOROUGH, Ontario</p>	<p>(15) Document Prepared by:</p> <p>JONATHAN H. FINE 220-124 Eglinton Ave. W. TORONTO, Ontario M4R 2G8</p>																
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: left;">Fees and Tax</th> </tr> <tr> <td style="width: 50%;">Registration Fee</td> <td style="width: 50%; text-align: right;">2200</td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td>Total</td> <td style="text-align: right;">2200</td> </tr> </table>			Fees and Tax		Registration Fee	2200					Total	2200					
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CERTIFICATE

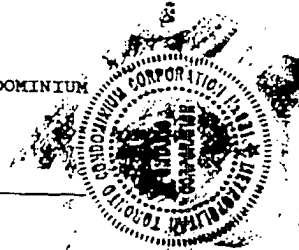
METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 831 hereby certifies that By-law Number 1 attached hereto, being a general by-law, was made in accordance with the Condominium Act R.S.O. 1980, Chapter 84, as amended, and in accordance with the provisions of the Declaration of the said Corporation, and that said By-law Number 1 has not been amended and is in full force and effect.

DATED at Toronto this 5th day of September, 1989.

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 831

Per: Tony Lau
Secretary

TONY LAU



METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 831

BY-LAW NO. 1

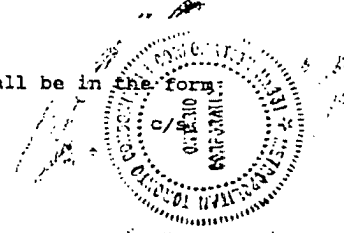
Be it enacted as a by-law of Metropolitan Toronto Condominium Corporation No. 831 (hereinafter referred to as the "Corporation" or "this Corporation") as follows:

ARTICLE I - DEFINITIONS

The terms used herein shall have ascribed to them the definitions contained in the Condominium Act R.S.O., 1980, as amended, and the regulations made thereunder (all of which are hereinafter referred to as the "Act"), and in the Declaration of the Corporation.

ARTICLE II - SEAL

The corporate seal of the Corporation shall be in the form impressed hereon.



ARTICLE III - REGISTER

The Corporation shall maintain a record (hereinafter called the "register") which shall note the name and address for service of the owner and mortgage of each unit who has notified the Corporation of his entitlement to vote. The owner's address for service shall be the address of the unit, and the mortgagee's address for service shall be the address shown for him on his mortgage registered in the Land Titles Office, unless the Corporation is given notice of a different address by such owner or mortgagee. The address for service for any other party entitled to be recorded in the register shall be the address as set forth in the Declaration or the Reciprocal Agreement or the address which such party gives to the Corporation in writing as being that address at which he wishes to be served or the last known address of such person.

ARTICLE IV - MEETING OF MEMBERS

1. Annual Meetings

The annual meeting of the owners shall be held at such place within the Municipality of Metropolitan Toronto and at such time and on such day in each year as the board of directors of the Corporation (hereinafter called the "Board") may from time to time determine, for the purpose of hearing and receiving the reports and statements required by the Act and the by-laws of the Corporation to be laid before the owners at an annual meeting, and for the purposes of electing directors, confirming by-laws passed by directors, appointing an auditor and fixing or authorizing the Board to fix his remuneration, and for the transaction of such other business as may be properly brought before the meeting. The Board shall lay before each annual meeting of owners a financial statement made in accordance with generally accepted accounting principles, as well as the report of the auditor to the owners, and such further information respecting the financial position of the Corporation as the by-laws may require. Not more than fifteen (15) months shall elapse between the dates of two (2) successive annual general meetings.

2. The First Meeting

The first annual general meeting shall be held not more than three (3) months after the registration of the Declaration and description. The owners shall, at such first meeting, appoint one (1) or more auditors to hold office until the close of the next annual meeting, and if the owners fail to do so, the Board shall forthwith make such appointment. The remuneration of an auditor

so appointed shall be fixed by the owners, or by the Board if authorized to do so by the owners, but the remuneration of an auditor appointed by the Board shall be fixed by the Board. The Corporation shall then give notice in writing to an auditor of his appointment forthwith after such appointment is made.

3. Turnover Meeting

The Board, elected at a time when the Declarant owns a majority of the units shall, not more than twenty-one (21) days after the Declarant ceases to be the registered owner of a majority of the units, call a meeting of the owners to elect a new Board, and such meeting shall be held within twenty-one (21) days after the calling of the meeting (hereinafter called the "turnover meeting"). If the turnover meeting is not called within such time, any owner or any mortgagee entitled to vote may call the meeting. At this turnover meeting, the Declarant or its agents shall give to the new Board elected at that meeting the condominium seal and all the books, documents, agreements, plans, warranties, financial records, and all other information required to be transferred pursuant to Section 26 of the Act. Furthermore, within sixty (60) days after the turnover meeting, the Declarant shall give the Board an audited financial statement prepared as at the date of such meeting.

4. Special Meetings

The Board, or any mortgagee holding mortgages on not less than fifteen percent (15%) of the units, may at any time call a meeting of the owners of the Corporation for the transaction of any business, the nature of which shall be specified in the notice calling the meeting. The Board shall, upon receipt of a requisition in writing made by owners who together own at least fifteen percent (15%) of the units, call and hold a meeting of the owners, and if the meeting is not called and held within thirty (30) days of receipt of the requisition, any of the requisitionists may call the meeting; and in such case, the meeting shall be held within sixty (60) days of the receipt of the requisition.

5. Notices

Written notice of the time, place and date of the turnover meeting, and of each annual or special meeting, shall be given not less than ten (10) days before the day on which the meeting is to be held, to the auditor of the Corporation and to each owner and mortgagee who is entered on the register at least twelve (12) days before the date of such meeting. The Corporation shall not be obliged to give notice to any owner who has not notified the Corporation that he has become an owner, or to any mortgagee who has not notified the Corporation that he has become an owner, or to any mortgagee who has not notified the Corporation that he has become a mortgagee and has been authorized or empowered in his mortgage to exercise the right of the mortgage to vote. Each notice of meeting, as hereinbefore required, shall have appended to it an agenda of matters to be considered at such meeting.

6. Reports and Financial Statements

The Corporation shall, at least ten (10) days before the date of any annual meeting of owners, furnish to every owner and mortgagee entered on the register, a copy of the financial statement and auditors' report. A copy of the minutes of the meetings of owners and of the Board shall, within ten (10) days of such meeting, be furnished to each mortgagee who has, in writing, requested same.

7. Persons Entitled to be Present

The only persons entitled to attend a meeting of owners shall be the owners and mortgagees entered on the register, the auditor of the Corporation, the directors and officers of the

Corporation and any others who, although not entitled to vote, are entitled or required under the provisions of the Act or the by-laws of the Corporation to be present at the meeting. Any other person may be admitted only on the invitation of the chairman of the meeting or with the consent of the majority of those present at the meeting.

8. Quorum

At any meeting of owners, a quorum shall be constituted when persons entitled to vote and owing not less than thirty-three and one-third percent ($33\frac{1}{3}\%$) of the units are present in person or represented by proxy at such meeting. If thirty (30) minutes after the time appointed for the holding of any meeting of owners has elapsed and a quorum is not present, the meeting shall be dissolved and a new meeting shall be called by the Board at a time and place to be determined by the Board. Notice of the time, day and place of the convening of such adjourned meeting shall be given not less than ten (10) days prior to the convening of such meeting.

9. Right to Vote

At each meeting of owners, and subject to the restrictions in Section 13 of this article, every owner of a unit that is not intended for parking or storage purposes shall be entitled to vote, if he is currently entered on the register as an owner or has given notice to the Corporation in a form satisfactory to the Chairman of the meeting that he is an owner. If a unit has been mortgaged, the mortgagor may nevertheless represent such unit at such meetings and vote in respect thereof, unless the mortgage itself expressly authorizes and empowers the mortgagee to vote, in which case such mortgagee may exercise the owner's vote in respect of such unit upon filing with the Secretary of the meeting sufficient proof of the terms of such mortgage and notifying both the mortgagor and the Corporation of his intention to exercise his right to vote at least two (2) days before the date specified in the notice for the meeting. Any dispute over the right to vote shall be resolved by the Chairman of the meeting upon such evidence as he may deem sufficient. The vote of each such owner or mortgagee shall be on the basis of one (1) vote per unit, and where two (2) or more persons entitled to vote in respect of one (1) unit disagree on their vote, the vote in respect of that unit shall not be counted.

10. Method of Voting

At any annual, special or turnover meeting, any question shall be decided by a show of hands unless a poll is demanded by a person entitled to attend such meeting as aforesaid, and unless a poll is so demanded, a Declaration by the Chairman that such question has, by show of hands, been carried is prima facie proof of the same, without proof of the number of votes recorded in favour of, or against, any such question. A demand for a poll, once given, may be withdrawn. Notwithstanding the above, the vote for the election of directors shall be by ballot only.

11. Representatives

An executor, administrator, guardian or trustee of an owner or mortgagee, or the committee of a mentally incompetent owner or mortgagee (and where a Corporation acts in such capacity, any person duly appointed as proxy for such Corporation) upon filing with the Secretary of the meeting sufficient proof of his appointment, shall represent the owner or mortgagee at all meetings of the owners of the Corporation, and may exercise the owner's or mortgagee's vote in the same manner and to the same extent as such owner or mortgagee. If there be more than one (1) executor, administrator, committee, guardian or trustee, the provisions of Section 13 of this article shall apply.

12. Proxies

Every owner or mortgagee entitled to vote at meetings of 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 powers as if the owner or mortgagee were present himself. The instrument appointing a proxy shall be in writing signed by the appointor or his attorney authorized in writing. The instrument appointing a proxy shall be deposited with the Secretary of the meeting before any vote is cast under its authority.

13. Co-owners

If two (2) or more persons own a unit, or own a mortgage in respect of which a right to vote is exercisable, any one (1) of the owners or mortgagees, as the case may be, may in the absence of the other owner(s) or mortgagee(s) vote, but if more than one (1) of them are present or are represented by proxy, then they shall vote in agreement with each other, failing which the vote for such unit shall not be counted.

14. Votes to Govern

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

15. Entitlement to Vote

Except where, under the Act or the by-laws of the Corporation, a unanimous vote of all owners is required, an owner is not entitled to vote at any meeting if any common expense or other monetary contribution payable in respect of his unit are in arrears for more than thirty (30) days prior to the meeting.

ARTICLE V - THE CORPORATION

1. Powers of the Corporation

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

- (a) employment and dismissal of personnel necessary for the maintenance and operation of the common elements;
- (b) adoption and amendment of the rules concerning the operation and use of the property;
- (c) employing a Manager at a compensation to be determined by the Board, to perform such duties and services as the Board shall authorize;
- (d) obtaining and maintaining fidelity bonds for any Manager where deemed necessary by the Board, and in such manner as the Board may deem appropriate;
- (e) investing monies held in the reserve fund(s) by the Corporation, provided that such investment shall be those permitted by the Trustee Act R.S.O., 1980, and the amendments thereto, and convertible into cash in not more than ninety (90) days;
- (f) to settle, adjust, compromise or refer to arbitration, any claim or claims which may be made against or asserted on behalf of the Corporation;
- (g) to borrow such amounts as the Board may determine to be necessary or desirable in its sole discretion, in order to protect, maintain, preserve or ensure the due and continued operation of the property in accordance with the Declaration and by-laws of the Corporation, and to

secure any such loan by mortgage, pledge or charge of any assets owned by the Corporation, and to add the repayment of such loan to the common expenses, provided that each such borrowing or loan shall be subject to approval by the unit owners at a meeting duly called for that purpose;

- (h) to retain any securities or other real or personal property received by the Corporation, whether or not the same is authorized by any law (present or future) for the investment of trust funds;
- (i) subject to the provisions of the Declaration to the contrary, to sell, convey, exchange, assign or otherwise deal with any real or personal property at any time owned by the Corporation, at such price, on such terms, and in such manner as the Board in its sole discretion deems advisable, and to do all things and execute all documents required to give effect to the foregoing;
- (j) to lease, grant or transfer an easement or license through, upon or under any part or parts of the common elements, by way of a special by-law, except those parts of the common elements over which any owner has the exclusive use, without such owner's consent.

ARTICLE VI - BOARD OF DIRECTORS

1. The affairs of the Corporation shall be managed by the Board.

2. Number and Quorum

Until amended by by-law, the number of directors shall be 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.

3. Qualifications

Each director shall be eighteen (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 a mentally incompetent person, he shall thereupon cease to be a director.

4. Election and Term

The directors of the Corporation shall be elected in rotation and shall be eligible for re-election. At the turn over meeting, two (2) directors shall be elected to hold office for a term of one (1) year; two (2) directors shall be elected to hold office for a term of two (2) years; and one (1) director shall be elected to hold office for a term of three (3) years. Such directors may, however, continue to act until their successors are elected. If more than one (1) of such directors whose terms are not of equal duration resign from the Board prior to the expiration of their respective terms, and they are replaced at a meeting of owners called for that purpose, the director(s) receiving the greater votes shall complete the longest remaining terms of the resigning directors. 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.

5. Removal of Directors

A director may be removed before the expiration of his term by a vote of owners who together own a majority of the units, and the owners may elect at any annual or special meeting any

qualified person in place of any director who has been so removed, or who has died or resigned, for the remainder of his term.

6. Filling of Vacancies

If a vacancy in the membership of the Board occurs, other than by way of removal by a vote of owners or as a result of the number of directors being increased, the majority of the remaining members of the Board may appoint any qualified person to be a member of the Board to fill such vacancy until the next annual meeting, at which time the vacancy shall be filled by election by the owners. However, when there is not a quorum of directors in office, the directors then in office shall forthwith call a meeting of owners to fill all the vacancies, and in default thereof, or if there are no directors in office, the meeting may be called by any owner.

7. Calling of Meetings of the Board of Directors

Meetings of the Board shall be held from time to time at such place and at such time and on such day as the President and the Vice President (who is a director), or any two (2) directors, may determine; and the Secretary shall call meetings when directly authorized by the President and the Vice President (who is a director), or by any two (2) directors. In addition to any other provision in the by-laws, a quorum of directors may, at any time, call a meeting of the directors for the transaction of any business. Unless otherwise provided in the by-laws, written notice of any meeting so called shall be given personally, by ordinary mail or by telegraph to each director not less than forty-eight (48) hours (excluding any part of a Sunday or 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 the meeting or otherwise signified in writing their consent to the holding of such meeting.

8. Regular Meetings

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

9. First Meeting of New Board

The Board may, without notice, hold its first meeting for the purpose of organization, and for the election and appointment of officers, immediately following the meeting of the owners during which time the directors of the Board were elected, provided that a quorum of directors is present.

10. Disclosure by Directors of Interest in Contracts

Every director of the Corporation who has, directly or indirectly, any material interest in any material contract or transaction, to which the Corporation is or will be a party (other than one in which his interest is limited to remuneration as a director, officer or employee), shall declare his interest in such contract or transaction, at a meeting of the directors of the Corporation and shall, at that time, disclose the nature and extent of such interest. Such director shall refrain from voting and shall not, in respect of such contract or transaction, be counted in the quorum. A general notice to the Board by a director declaring that he is a director or officer of, or has a material interest in, any company or other entity that is a party to a contract or proposed contract with the Corporation, is a sufficient Declaration of his interest in relation to any

contract so made. If a director has made a declaration or disclosure of his interest, and has not voted or been counted as part of the quorum in respect of the contract or transaction, then such director, if he was acting honestly and in good faith at the time the contract or transaction was entered into, is not by reason only of holding the office of director accountable to the Corporation or to any owners for any profit or gain realized from such contract or transaction, and such contract or transaction is not voidable by reason only of the director's interest therein.

11. Standard of Care

Every director and officer shall exercise the powers and discharge the duties of his office honestly and in good faith.

12. Protection of Directors and Officers

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

13. Indemnity of Directors and Officers

Every director and officer of the Corporation and their respective heirs, executors, administrators and successors shall at all times be indemnified and saved harmless by the Corporation from and against:

- (a) all costs, expenses, charges, damages and liabilities which any director or officer suffers, sustains or incurs in respect of any action, suit or proceeding that is brought, commenced or prosecuted against him for or in respect of anything done or permitted to be done by him in connection with the execution of the duties of his office (hereinafter collectively referred to as the "liabilities"); and
- (b) all other costs, charges and expenses which such director or officer properly sustains or incurs in relation to the affairs of the Corporation; unless the Act or the by-laws of the Corporation otherwise provide. The Corporation shall, not later than one (1) week after the turn-over meeting, purchase and maintain insurance for the benefit of every director and officer of the Corporation in order to indemnify them against the liabilities, provided that such insurance shall not indemnify any director or officer against the liabilities if same were incurred by any such officer as a result of a contravention of Section 24(1) of the Act.

ARTICLE VII - OFFICERS

1. Elected Officers

At the first meeting of the Board, and after each election of directors, the Board shall elect from among its members a President. In default of such election, the then incumbent, if a member of the Board, shall hold office until his successor is

elected. A vacancy occurring from time to time in such office may be filled by the Board from among its members.

2. Appointed Officers

From time to time the Board shall appoint a Secretary and may appoint one (1) or more Vice-Presidents, a General Manager, a Treasurer and such other officers as the Board may determine, including one (1) or more assistants to any of the officers so appointed. The officer so appointed may, but need not be, a member of the Board. One (1) person may hold more than one (1) office, and if the same person holds both the office of the Secretary and the office of Treasurer, he may be known as the Secretary-Treasurer.

3. Term of Office

Subject to the provisions of any written agreement to the contrary, the Board may remove at its pleasure any officer of the Corporation.

4. President

The President shall, when present, preside at all meetings of the owners and of the Board, and shall be charged with the general provision of the business affairs of the Corporation. Except when the Board has appointed a General Manager or managing director, the President shall also have the powers and be charged with the duties of that office.

5. Vice-President

During the absence of the President, his duties may be performed and his powers may be exercised by the Vice-President, or if there are more than one (1), by the Vice-Presidents in order of seniority (as determined by the Board), save that no Vice-President shall preside at a meeting of the Board or at a meeting of owners who is not qualified to attend such meeting as a director or owner, as the case may be. If a Vice-President exercises any such duty or power, the absence of the President shall be presumed with reference thereto. A Vice-President shall also perform such duties and exercise such powers as the Board may prescribe from time to time.

6. General Manager

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

7. Secretary

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

8. Treasurer

The Treasurer shall keep or cause to be kept full and accurate books of account in which shall be recorded all receipts and disbursements of the Corporation and, under the direction of

the Board, he shall control the deposit of money, the safekeeping of securities and the disbursement of funds of the Corporation. He shall render to the Board at any meeting thereof, or whenever required of him, an account of all his transactions as Treasurer and of the financial position of the Corporation, and he shall perform such other duties as may from time to time be prescribed by the Board. The offices of Secretary and Treasurer may be combined.

9. Other Officers

The duties of all other officers of the Corporation shall be such as the terms of their engagement call for, or as the Board may require of them. Any of the powers and duties of an officer to whom an assistant has been appointed may be exercised and performed by such assistant unless the Board otherwise directs.

10. Agents and Attorneys

The Board shall have the power to appoint, from time to time, agents or attorneys of the Corporation who shall have such powers of management or otherwise (including the power to subdelegate) as the Board may think fit in its sole discretion.

ARTICLE VIII - BANKING ARRANGEMENTS AND CONTRACTS

1. Banking 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, appoint or authorize from time to time by resolution, and all such banking business, or any part thereof, shall be transacted on the Corporation's behalf by any one (1) 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 the defining of the rights and powers of the parties thereto; and the authorizing of any officer of such bank or trust company to do any act or thing on the Corporation's behalf to facilitate such banking business.

2. Execution of Instruments

Subject to the provisions of the Act, all deeds, transfers, assignments, contracts and obligations on behalf of the Corporation may be signed by the President or a Vice-President together with the Secretary or any other director. Any contract or obligation within the scope of any Management Agreement entered into by the Corporation may be executed on behalf of the Corporation in accordance with the provisions of such Management Agreement. Notwithstanding any provisions to the contrary contained herein, the Board may, subject to the provisions of the Act, at any time and from time to time, direct the manner in which, and the person or persons by whom any particular deed, transfers, contracts or obligations of the Corporation may or shall be signed.

3. Execution of the Estoppel Certificate

Certificates provided pursuant to Section 32(8) of the Act may be signed by any officer or any director of the Corporation, provided that the Board may, by resolution, direct the manner in which, and the person(s) by whom, such certificates may or shall be signed.

ARTICLE IX - FINANCIAL YEAR

Unless otherwise determined by the resolution of the Board, the financial year of the Corporation shall end on the 31st day of December in each year.

ARTICLE X - NOTICE

1. Method of Giving Notice

Except as otherwise specifically provided in the Act, the Declaration, or the by-laws, any notice, communication or other document, including budgets and notices of assessment required to be given or served shall be sufficiently given if given in accordance with the following:

- (a) to an owner, by giving same to him, or to any director or officer of the owner, either personally or by ordinary mail, postage prepaid, addressed to him at the address for service given by such owner to the Corporation for its register, or if no such address has been given, then to such owner at his respective unit;
- (b) to a mortgagee who has notified the Corporation of his interest in any unit, by giving same to him, or to any officer or director of such mortgagee, either personally or by ordinary mail, postage prepaid, addressed to such mortgagee at the address for service given by such mortgagee to the Corporation;
- (c) to the Corporation, by giving same personally to any director or officer of the Corporation, or by ordinary mail, postage prepaid, addressed to the Corporation at its address for service as set out in the Declaration, or as changed in accordance with the requirements of the Act; and
- (d) to an auditor, by giving same to him or to any officer or director of such auditor if a company, either personally or by ordinary mail, postage prepaid and addressed to such auditor at the address for service given by such auditor to the Corporation.

2. If any 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 date on which it was mailed.

3. Omissions and Errors

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

ARTICLE XI - ASSESSMENT AND COLLECTION OF COMMON EXPENSES

1. Duties of the Board Re: Common Expenses

The common expenses, as provided in the Act and in the Declaration, shall be assessed by the Board and levied against the owners in the proportions in which they are required to contribute thereto pursuant to the provisions of Schedule "D" of the Declaration. The Board shall, from time to time, and at least once annually, prepare the 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.

2. Duties of the Board Re: Reserve Fund

In addition to the foregoing, the Board shall, subject to the provisions of the Declaration which may qualify or limit such obligation, make provision for a reserve fund in the annual budget, for the major repair and replacement of the common elements and assets of the Corporation. The Corporation shall establish and maintain this reserve fund, and shall collect from the owners as part of their contribution towards the common expenses, amounts that the Board determines sufficient for such major repair and replacement, calculated on the basis of expected repair and replacement costs and life expectancy of the common elements and assets of the Corporation.

3. Notice of Common Expenses to Owners

The Board shall advise each owner promptly in writing of the total amount of common expenses payable by each owner respectively, and shall give copies of all budgets on which such common expenses are based to all owners and mortgagees entered on the register, in accordance with the provisions of the by-laws of the Corporation.

4. Owner's Obligations

Each owner shall be obliged to pay to the Corporation the amount of common expenses assessed against such owner, in equal monthly payments on the first day of each and every month for the twelve (12) month period or other period of time to which such assessment is applicable, until such time as a new assessment is given to such owner. If the Board so directs, each owner shall forward to the Corporation forthwith a series of twelve (12) post-dated cheques covering the monthly common expenses payable during the period to which such assessment relates. In addition to the foregoing, any losses, costs or damages incurred by the Corporation in force from time to time by any unit owner, or by members of his family and/or their invitees or licensees, shall be borne and/or paid for such owner, and may be recovered by the Corporation against such owner in the same manner as common expenses.

5. Extraordinary Expenditures

Extraordinary expenditures not contemplated in the foregoing budget for which the Board shall not have sufficient funds, and funds required to establish reserves for contingencies and deficits, may be assessed at any time during the year in addition to the annual assessment, by the Board serving notice(s) of such further assessment(s), on all owners. The notice shall include a written statement setting out the reasons for the extraordinary assessment, and each owner's proportionate share of the extraordinary assessment shall be payable by each owner within ten (10) days from the date of receipt of such notice, or within such further period of time and in such instalments as the Board may otherwise determine.

6. Conveyance of Unit

No owner shall be liable for the payment of any part of the common expenses assessed against his unit prior to a transfer by him of such unit, but payable by him subsequent thereto, provided that he first gives notice of such assessment to the transferee of such unit.

7. Default in Payment of Assessment

- (a) Arrears of payments required to be made under the provisions of this Article XI shall bear interest at the rate per annum equal to the prime rate of interest charged by the Canadian Imperial Bank of Commerce Bank, in the City of Toronto, to its most credit worthy commercial customers plus four percent (4%) per annum

from time to time, compounded monthly, until paid by such owner, and shall be deemed to constitute a reasonable charge incurred by the Corporation in collecting the unpaid amounts within the meaning of the Act.

- (b) In addition to any remedies or liens provided by the Act, if any owner is in default of payment of a common expense assessment levied against him for a period of fifteen (15) days, then the Board may bring legal action for and on behalf of the Corporation to enforce collection thereof, and there shall be added to any amount found due, all costs of such action, including costs as between a solicitor and his own client.

ARTICLE XII - DEFAULT

1. Notice of Unpaid Common Expenses

The Board, whenever so requested in writing by an owner or mortgagee entered on the register, shall promptly report to such owner or mortgagee any unpaid common expenses when due from, or any other default by, any owner, as well as any other monies claimed by the Corporation against any owner which are thirty (30) days past due.

2. Notice of Default

The Board, when giving notice of default in payment of common expenses or any other default to the owner of a unit, shall concurrently send a copy of such notice to each registered mortgagee of such unit who has requested that such notices be sent to him.

3. Notice of Lien

Where a lien for arrears of common expenses arises in favour of the Corporation pursuant to Section 32(4) of the Act, the Corporation shall, on or before the day a notice of lien is registered, give notice of the lien to every encumbrancer whose encumbrance is registered against the title of the unit, by personal service of the notice or by sending the notice by registered prepaid post addressed to the encumbrancer at his last known address.

ARTICLE XIII - HOUSE RULES

1. Rules Governing the Use of Units and Common Elements

The Board may make rules respecting the use of the common elements and unit, in order to promote the safety, security and welfare of the owners and of the property, or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and of other units. Any rules made by the Board shall be effective thirty (30) days after notice thereof has been given to each owner, unless the Board is in receipt of a written requisition requiring a meeting of the owners to consider the rules. If such meeting of owners is required, then the rules shall become effective only upon approval at such meeting. The rules shall be complied with and enforced in the same manner as the by-laws, but the owners may, at any time, amend or repeal a rule at a meeting of owners duly called for that purpose, and for greater certainty, the rules shall be observed by the owners and all residents, tenants, invitees or licensees of the units. The rules and regulations attached hereto as Schedule "A" have been adopted by the Board and shall be deemed to be effective thirty (30) days after notice thereof has been given to each owner, and which notice shall be given forthwith after the registration of the Declaration.

ARTICLE XIV - MISCELLANEOUS

1. Invalidity

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

2. Gender

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

3. Waiver

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

4. Headings

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

DATED at Toronto this 5th day of September, 1989.

Metropolitan Toronto Condominium Corporation No. 831 hereby enacts the foregoing by-law having been duly approved by the directors of the Corporation and confirmed without variation by the Declarant which owns one hundred percent (100%) of the units pursuant to the provision of the Condominium Act.

METROPOLITAN TORONTO CONDOMINIUM
CORPORATION NO. 831

Per: _____

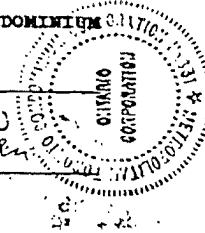
PRESIDENT

BARBARA KWAN

Per: _____

SECRETARY

TONGY LAU



SCHEDULE "A"

HOUSE RULES

To By-law No. 1 of Metropolitan Toronto Condominium Corporation No. 831

The following rules shall be observed by the owners and the term "owner" shall include the owner or any other person occupying the unit with the owner's approval:

1. No sign, advertisement or notice including the usual signs offering a unit for sale or rent shall be inscribed, painted, affixed or placed on any part of the inside or outside of the buildings or common elements whatsoever without the prior written consent of the Board. This rule shall not apply to the Declarant or any of its authorized sales or rental agents in any attempt by such Declarant or agent to sell or rent any unit owned by it, or in any attempt by such Declarant or any of the parties so entitled to enforce any easement, license, or right of any of them may have pursuant to any transfer or grant thereof, by the condominium corporation.
2. No awnings, shades, screens or enclosures shall be erected over or outside of the windows or balconies without the prior written consent of the Board.
3. No owner shall do, or permit anything to be done in his unit or bring or keep anything therein which will in any way increase the risk of fire or the rate of fire insurance on any building, or on property kept therein, or obstruct or interfere with the rights of the owners, or in any way injure or annoy them, or conflict with the laws relating to fire or with the regulations of the Fire Department or with any insurance policy carried by the Corporation or any owner, or conflict with any of the rules and ordinances of the Board of Health or with any statute or municipal by-law.
4. Nothing shall be placed by any owner on the outside of window sills or balconies.
5. Water shall not be left running unless in actual use.
6. The owner of a unit shall not place, leave or permit to be placed or left in or upon the common elements including those of which he has the exclusive use, any debris, refuse or garbage except as designated by the Board or the Manager nor shall he place or deposit same, except in an area designated by the Corporation or the Manager as a central garbage depository.
7. Owners, their families, guests, visitors and servants shall not create or permit the creation or continuation of any noise or nuisance which, in the opinion of the Board or the Manager, may or does disturb the comfort or quiet enjoyment of the units or common elements by other owners, their families, guests, visitors, servants and persons having business with them.
8. Nothing shall be thrown out of the windows or doors or off the balconies of the building.
9. No animal, livestock, fowl, reptile or any pet, shall be kept in or on the property.
10. Owners shall not overload existing electrical circuits in their units.
11. No auction or garage sale shall be held in the units or on the common elements.
12. No stores of coal or any combustible or offensive goods, provisions or materials shall be kept in the units or common elements, except cleaning fluids in small quantities.
13. No noise, caused by any instrument or other device, or otherwise, which in the opinion of the Board may be calculated to disturb the comfort of the other owners shall be permitted.

14. The sidewalks, entry, passageways, walkways and driveways used in common by the owners shall not be obstructed by any of the owners or used by them for any purpose other than for ingress and egress to and from their respective units.
15. No mops, brooms, dusters, rugs or beddings shall be shaken or beaten from any window, door or those parts of the common elements over which the owner has exclusive use. Only seasonal furniture is allowed on balconies. No hanging or drying of clothes is allowed on balconies and balconies shall not be used for storage.
16. No television antenna, aerial, tower or similar structure and appurtenances thereto shall be erected on or fastened to any unit, except in connection with a common television or other cable system.
17. No one shall harm, mutilate, destroy, alter or litter any of the landscaping work on the property, including grass, trees, shrubs, hedges, flower or flower beds.
18. No one shall uproot existing plants, hedges, shrubs or trees, nor plant new shrubs, hedges or trees anywhere upon the common elements, including common elements, the exclusive use of which is given to one (1) or more owners, without the prior written approval of the Board.
19. There shall be no decorating or painting done or effected or caused to be done on any balcony area, otherwise than as expressly approved by the Board in writing. All drapes or outside linings thereof in exterior windows facing the street side shall be of a neutral off-white or white shade, unless otherwise approved by the Board in writing and any owner contravening these rules shall be liable to have such lining removed by the Board.
20. Household furniture and effects shall not be taken into or removed from any unit except as such times and in such manner as may have been previously consented to and approved by the Board or its Manager, nor shall any heavy furniture or equipment be moved over floors of the hallways, landings or stairs so as to mark them.
21. The washing of balcony shall be done in such manner so as not to allow water to fall over the sides of the balcony.
22. No motor vehicle, other than a private passenger automobile, motorcycle or station wagon, shall be parked in any parking space. No servicing or repairs shall be made to any motor vehicle, trailer, boat, snowmobile, or equipment of any kind on the common elements without the express written consent of the Corporation's Manager or Board. No motor vehicle shall be driven on any part of the common elements other than on a driveway or parking space.
23. No motor vehicle, trailer, boat, snowmobile, mechanical toboggan, machinery or equipment of any kind shall be parked on any part of the common elements, but which provision shall not apply for the purposes of loading and unloading furniture, or other household effects of the dwelling unit owners provided that the length of time where such parking is permitted shall be no longer than is reasonably necessary to perform the service and shall be done at the designated loading area for the property.
24. Any loss, cost, damage, injury or liability incurred by the Corporation by reason of a breach of the Condominium Act, the Declaration, the by-laws or the rules by any owner, his family, guests, servants, agents or occupants of his unit, including but without limiting the generality of the foregoing, the full amount of any legal fees and disbursements incurred by the Corporation as a result thereof, shall be borne by such owner and may be recovered by the Corporation against such owner in the same manner as common expenses.

of any legal fees and disbursements incurred by the Corporation as a result thereof, shall be borne by such owner and may be recovered by the Corporation against such owner in the same manner as common expenses.

25. Unit owners, members of their households, residents and guests shall refrain from drinking alcoholic and other beverages and also refrain from smoking in the stairwells, hall ways and other common element areas within the building, save and except for any specifically controlled and permitted functions in the party room and as may be specified in the Party Room Rental Contract.

26. For reasons of safety, no motor vehicle measuring greater than 79.5 inches in width and 204.1 inches in length and 84.0 inches in height shall be parked in any single parking space.

27. No repairs other than minor emergency repairs may be made to any motor vehicle parked or left standing in any parking space or on the common elements. In the event of a mechanical breakdown of a motor vehicle, the owner of such vehicle shall remove the vehicle from any right-of-way or fire route and inform the concierge of the breakdown and remove the motor vehicle as soon as a tow truck can be obtained.

28. No car washing shall be permitted except in such areas as are specifically designated for that purpose.

29. Except for his private passenger vehicle, no owner or occupant shall store or leave in his parking space or any other parking space any other object including but not limited to, tires, bicycles, firewood, cans bottles or containers. Any item so stored may be removed by the Corporation as the Unit Owner's expense.

30. No motor vehicle shall be driven on any part of the Common Elements at a speed in excess of the posted speed of 5Km/h.

31. No owner shall lease his parking unit unless he complies with the requirements of the declaration, rules and regulations and By-laws of the Corporation from time to time.

32. No owner or occupant shall place, leave or park or permit to be placed, left or parked in or upon the common elements or a parking Unit any private passenger automobile which, in the opinion of the Board or the Manager, may pose a security or safety risk, either caused by its length of unattended stay, its physical condition or its potential damage to the property. Upon two (2) weeks written notice by the Board or the Manager, the Owner of such vehicle shall be required to attend to his vehicle as the circumstances require and as directed by the Board to the Manager.

33. No person shall park a motor vehicle in contravention of these Rules in default of which such person shall be liable to be fined or to have his motor vehicle towed from the property under City of Toronto by-law No. 675-79 in which event the Corporation and/or its agents shall not be liable for any damage, costs or expenses howsoever caused in respect of any motor vehicle so removed for the property.

34. CAR WASH: HOURS: MONDAY - FRIDAY 10:00 A.M. TO 21:00 P.M.
SATURDAY - SUNDAY 9:00 A.M. TO 21:00 P.M.

The car wash is for the convenience of RESIDENTS ONLY.

Use of the car wash is on a " first come " basis only and no advance reservations can be made. Users must sign their name and suite number in the Car Wash registry when obtaining the key to the car wash. The key must be returned to the Security desk upon completion of the wash. The user of the car wash is limited to a one hour period each use. The user must provide his/her own water hose for washing a car. The car wash is not to be used for oil changes, engine shampoos or other car repairs at any time. All debris and garbage must be disposed of in the receptacles provided for this purpose.

MTCC 831

BY-LAW 2



Province
of
Ontario

Document General

Form 4 - Land Registration Reform Act

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

mtcc831 by2

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AT 77056

CERTIFICATE OF RECEIPT
RÉCÉPISSÉ
TORONTO (66)

2003-01-10 16:09

Denise Lash
LAND REGISTRAR/REGISTRATEUR

FOR OFFICE USE ONLY

New Property Identifiers

Additional:
See
Schedule ☐

Executions

Additional:
See
Schedule ☐

(1) Registry ☐

Land Titles ☒

(2) Page 1 of 18 pages

(3) Property
Identifier(s)

Block

11831-0001 (LT) to 11805-
inclusive

Property

11831-0668 (LT)

Additional:
See
Schedule ☐

(4) Nature of Document

BY-LAW NO. 2 (under Section 56(9) of the Condominium Act)

(5) Consideration

Dollars \$

(6) Description

All units and common elements
comprising the property included in
Metropolitan Toronto Condominium Plan No. 831
City of Toronto

The Land Titles Division of the Toronto Registry Office No. 66

(7) This
Document
Contains:

(a) Redescription
New Easement
Plan/Sketch ☐

(b) Schedule for:

Description ☐ Parties ☐ Other ☒

(8) This Document provides as follows:

See Schedule for By-Law 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

METROPOLITAN TORONTO CONDOMINIUM
CORPORATION NO. 831

Denise Lash
Denise Lash

2003 01 09

by its solicitors, Miller Thomson LLP

(11) Address
for Service c/o Miller Thomson LLP, Barristers and Solicitors, 20 Queen Street West, Suite 2500, Toronto,
Ontario M5H 3S1

(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:

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Fees and Tax

Registration Fee

Total

Document prepared using The Conveyancer

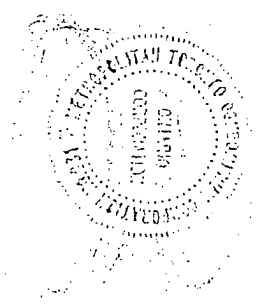
CERTIFICATE IN RESPECT OF A BY-LAW
(Under subsection 56(9) of the Condominium Act, 1998)

METROPOLITAN TORONTO CONDOMINIUM CORPORATION No. 831 (known as the "Corporation") certifies that:

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

DATED this 19TH day of DECEMBER, 2002.

METROPOLITAN TORONTO CONDOMINIUM
CORPORATION No. 831



BY: RAMALINGAM PETER NAIR
Print Name: P. Nair
President

BY: E. Watkins
Print Name: EDITH WATKINS
Secretary

We have authority to bind the Corporation

BY-LAW NO. 2
METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 831

BE IT ENACTED as a By-law of Metropolitan Toronto Condominium Corporation No. 831 (the "Corporation") as follows:

By-law No. 1 of Metropolitan Toronto Condominium Corporation No. 831 is hereby repealed and replaced with the following:

The terms used herein shall have ascribed to them the definitions contained in the Condominium Act, 1998 as amended, and the regulations made thereunder (the "Act") and in the declaration of the Corporation (the "declaration").

ARTICLE 1 - SEAL

The seal of the Corporation shall be in the form impressed in the margin beside this paragraph.

ARTICLE 2 - YEAR-END

The financial year-end of the Corporation shall be the 31st day of July in each year or such other date as the board of directors (the "Board") may by resolution determine.

ARTICLE 3 - RECORDS OF THE CORPORATION

The Corporation shall maintain the following records:

3.1 Documents As Required By Section 43(4)

- (a) the seal of the Corporation;
- (b) the minute book for the Corporation including a copy of the registered declaration, registered by-laws, current rules and minutes of owners' meetings and board meetings;
- (c) 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 and easements;
- (d) copies of all policies of insurance and the related certificates or memoranda of insurance and all insurance trust agreements;
- (e) bills of sale or transfers for all items that are assets of the Corporation but not part of the property;
- (f) the records maintained under subsection 47 (2) and subsection 83 (3); the names and addresses for service of owners and mortgagees who have provided the Corporation in writing with this information;
- (g) as required by the Condominium Act, 1998 (the "Act"):
 - (i) notice delivered by an owner that his/her unit is leased;
 - (ii) the lessee's name, the owner's address and a copy of the lease or renewal or summary of it; and
 - (iii) notice by an owner that a lease of a unit is terminated and not renewed;
- (h) all records that it has related to the units or to employees of the Corporation.

3.2 Documents As Required By Section 43(5)

- (a) the existing warranties and guarantees for all the 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;

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- (b) the as-built architectural, structural, engineering, mechanical, electrical and plumbing plans;
 - (c) the as-built specifications, indicating all substantive changes, if any, from the original specifications;
 - (d) all existing plans for underground site services, site grading, drainage and landscaping, and television, radio or other communications services;
 - (e) all other existing plans and information not mentioned in clause (b), (c) or (d) that are relevant to the repair or maintenance of the property;
 - (f) a table setting out the responsibilities for repair after damage and maintenance and indicating whether the Corporation or the owners are responsible; and
 - (g) all reserve fund studies that have been completed or are required to have been completed.

3.3 Other Records

- (a) all plans to increase the reserve fund under subsection 94 (8) of the Act;
- (b) a copy of all agreements entered into by or on behalf of the Corporation;
- (c) any report that the Corporation receives from an Inspector in accordance with subsection 130 (5) of the Act;
- (d) a copy of any resolution of the Board changing the address for service or the mailing address of the Corporation as registered;
- (e) a copy of all notices sent on behalf of the Corporation;
- (f) a copy of all easements, licenses, or leases entered into by the Corporation;
- (g) all requests for status certificates and a copy of the certificates issued;
- (h) the names of directors and officers, their mailing address and respective terms of office;
- (i) copies of each tenant's executed acknowledgement and agreement with the Corporation as required pursuant to the declaration;
- (j) a copy of all annual notices of assessment and any extraordinary assessments;
- (k) a copy of all consents for alterations to units and/or the common elements in accordance with the declaration and any by-law of the Corporation including any agreement entered into with an owner under S.98 of the Act;
- (l) proxies for meetings to be retained for ninety (90) days;
- (m) tender bids and/or quotations received for major projects undertaken by the Corporation; and
- (n) any other information required to be maintained as records by the Act and the regulations made thereunder.

ARTICLE 4 - DUTIES OF 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 the 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 utilities to the common elements and the 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, declaration or by-laws;
- (e) the preparation of certificates of lien and status certificates as required by the Act;
- (f) the preparation of an estimated budget in accordance with Article 11 hereof;
- (g) the supervision of all public or private service companies which enter upon the common elements and into the units for the purpose of supplying, installing, replacing and servicing their systems;
- (h) the employment and dismissal of personnel necessary for the maintenance and operation of the common elements;
- (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 investment of monies held by the Corporation in accordance with the Act;
- (k) 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;
- (l) the purchase and maintenance of insurance for the benefit of all directors and officers (including tail pipe insurance in the case of change of insurers to ensure that directors' actions are protected when the Corporation changes insurers) 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;
- (m) the preparation and/or maintenance of the records to be kept by the Corporation in accordance with Article 3 hereof;
- (n) causing audits to be made after every year end and providing financial statements to the owners in accordance with the Act;
- (o) the calling and holding of meetings and the delivery of notices, as required;
- (p) the consistent and timely enforcement of the provisions of the Act, the declaration, the by-laws and the rules of the Corporation;
- (q) the entering into of an insurance trust agreement to ensure the disposition of monies in the event of an insurable loss where the damage to the property exceeds fifteen per cent (15%) of the replacement cost of the property covered by the Corporation's policy maintained in accordance with the Act;
- (r) 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; and
- (s) the carrying out of the duties of the Corporation and or the Board as required by the Act, the Corporation's declaration and by-laws.

ARTICLE 5 - POWERS OF THE CORPORATION

5.1 Powers Of The Corporation

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

- (a) the entering into of an agreement with a person or Corporation to provide professional management for the property. The management agreement shall be in a form acceptable to the Board;
- (b) the authority to make a complaint under Section 40 of the Assessment Act, or any successor thereof, on behalf of the owners;
- (c) the mediation and/or arbitration of those matters set out in the Act or any contract or agreement to which the Corporation is a party;
- (d) to authorize and include in the budget for the Corporation for any fiscal year the amounts that the Board in its discretion decides are necessary that the Corporation borrow up to one-twelfth (1/12) of the annual budgeted common expenses for the current fiscal year;
- (e) any borrowing in excess of the amount set out in (d), even if included in the Corporation's budget, must be approved by a vote of owners at a meeting called for that purpose;
- (f) the borrowing of such amounts in any fiscal year (not included in the budget of the Corporation) as the Board determines is 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 as required by the Act;
- (g) to charge, mortgage, hypothecate or pledge all or any of the real or personal property of the Corporation, including book debts and rights, powers and undertakings, to secure any such securities or any money borrowed, or other debts, or any obligation or liability of the Corporation; and
- (h) conducting, periodically, a building and/or operations audit as deemed appropriate by the Board.

ARTICLE 6 - NOTICE

6.1 Notice to Owner/Mortgagee

Subject always to any specific provision to the contrary in the Act, any notice, communication or other document, including budgets and notices of assessment required to be given or delivered by the Corporation to any owner or mortgagee shall be sufficiently given if:

- (a) delivered personally to the person to whom it is to be given; or
- (b) sent by prepaid ordinary mail addressed to the person at the address shown on the records of the Corporation; or
- (c) 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
- (d) 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 records of the Corporation is not the address of the unit of the person.

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6.2 Any notice, communication or other document to be given by the Corporation to any mortgagee will be given or delivered to such person in the manner provided by law:

- (a) the Corporation shall not be obliged to give notice to any owner who has not notified the Corporation that he/she has become an owner or to any mortgagee who has not notified the Corporation that he/she has become a mortgagee.

6.3 Notice To The Board Or Corporation

Except as otherwise provided in the Act or as herein before set forth, any notice, direction or other instrument required or desired to be given, shall be given 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.

6.4 Any notice, communication or document shall be deemed to have been received:

- (a) when it is delivered personally or delivered to the latest address shown on the records of the Corporation; or
- (b) when it is sent by means of facsimile transmission, electronic mail or any other method of electronic communication when accepted by fax or when delivered to the appropriate communication company or agency or its representative for dispatch.

6.5 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.

6.6 Notices Of Meetings

At least fifteen (15) days' written notice of each meeting of the owners of the Corporation specifying the place, the date and the hour thereof and the nature of the business to be presented shall be given to each owner and to each mortgagee or chargee, whose name and address for service is listed on the records of the Corporation, twenty (20) days before the date of the meeting and who is therefore entitled to vote in accordance with the Act.

ARTICLE 7 - BOARD OF DIRECTORS

7.1 Duties

- (a) the affairs of the Corporation shall be managed by the Board; and
- (b) the Board shall have the obligation to perform all of the duties of the Corporation; however, the Board may delegate certain specific duties to the manager by a duly enacted resolution of the Board and pursuant to the terms of any management agreement.

7.2 Number and Quorum

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

7.3 Qualifications

No person shall be nominated, elected or appointed to the Board unless he/she meets the following criteria:

- (a) the person must be eighteen (18) years of age or older;
- (b) the person shall not be an undischarged bankrupt or mentally incompetent person;
- (c) the person shall not be in arrears for common expenses;

- (d) the person shall be a resident owner of a unit and/or shall reside with an owner of a unit in the Corporation;
- (e) the person shall not be a tenant;
- (e) the person shall not be a party to litigation, mediation and/or arbitration against the Corporation; and
- (f) a person who is nominated, elected or appointed a director is not a director unless:
 - (i) he/she was present at the meeting when he/she was elected or appointed and did not refuse at the meeting to act as a director; or
 - (ii) when he/she was not present at the meeting when he/she was elected or appointed, he/she consented in writing to act as a director before his/her election or appointment or within ten (10) days thereafter.

7.4 Disqualification

A person immediately ceases to be a director if:

- (a) the director becomes an undischarged bankrupt or a mentally incompetent person;
- (b) 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;
- (c) the director fails to attend three board meetings in any given year and is unable to provide an explanation for his or her absence that is satisfactory to the Board, acting reasonably;
- (d) the director is a party to litigation, mediation and/or arbitration against the Corporation; or
- (e) the director is no longer a resident owner and/or no longer resides with an owner of a unit in the Corporation.

7.5 Election And Term

Subject to the Act,

- (a) the directors of the Corporation shall be elected in rotation and shall be eligible for re-election. Those directors who have been elected to office and whose terms have not expired at the meeting, at which the owners approve this By-law, will complete the terms for which they have been elected;
- (b) at each annual meeting a number of directors equal to the number of directors retiring at the end of their term in such year shall be elected for a term of three (3) years;
- (c) the term of office for members of the Board shall be three (3) years;
- (d) where the Board is elected by acclamation, the directors at their first meeting shall determine the distribution of terms. Directors may be removed before the expiration of their term in accordance with the procedure set forth in the Act;
- (e) election to the Board shall be by written ballot, unless the election is by acclamation; and
- (f) the person receiving the highest number of votes will serve the longest term and the person receiving the next greatest number of votes will serve the next longest term, etc.

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7.6 Calling Of Meetings

- (a) meetings of the Board shall be held from time to time at such places and at such times and on such days as either the President or a Vice-President who is a director, or any two directors may determine, and the Secretary shall call meetings when directly authorized by the President or by the Vice-President who is a director and/or any other director. Notice of any meeting shall be given personally, by ordinary prepaid mail, electronic communication, courier, facsimile or telephone to each director 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 and any amendments thereto) 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 or if those absent waive notice of or otherwise signify in writing their consent to the holding of such meeting;
- (b) 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 the resolution of the Board fixing a place and time of regular meetings of the Board shall be sent to each director forthwith by ordinary prepaid post after being passed, but no other notice shall be required for any such regular meeting; and
- (c) a meeting of the directors may be held by teleconference or other form of electronic communication that allows the directors to participate concurrently if all the directors agree.

7.7 Declaration Of Interest

- (a) the provisions in the Act relating to the declaration of interest of any director in any contract or arrangement entered into by or on behalf of the Corporation shall be followed and complied with; and
- (b) in addition, the Board shall, prior to voting on any contract in which a director is interested, obtain at least two (2) other independent bids from other contractors to supply or provide the same supplies or services to the Corporation.

7.8 Confidentiality

All matters discussed at a board meeting, including all documents and information, is strictly privileged and confidential and may not be disclosed to any person (including a spouse) unless such information or documentation is determined by the Board in writing or as evidenced by the minutes of the Corporation, not to be privileged and confidential. The duty not to disclose information extends to all information obtained as a result of a director's position on the Board.

7.9 Conflict of Interest

Any information gained, including but not limited to any information respecting units, unit owners, tenants or residents, as a result of a director's position on the Board, may not be used for personal benefit, whether monetary or otherwise.

7.10 Protection Of Directors And Officers

No director or officer of the Corporation shall be liable for:

- (a) the acts, neglect or default of any other director or officer;
- (b) any loss or expense incurred by 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;
- (c) the insufficiency or deficiency of any certificate or instrument in or upon which any of the monies of the Corporation shall be invested, provided always that the investment certificate or instrument conforms with the provisions of the Act;
- (d) any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any of the monies, certificates, term deposits, instruments or effects of the Corporation shall be deposited;

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- (e) any loss occasioned by an error of judgment or oversight on his/her part provided the board member has acted in accordance with his/her obligations and duties pursuant to the Act; or
 - (f) 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, bad faith, failure to meet the standard of care established in the Act or wilful misconduct.

7.11 Indemnity Of Directors And Officers

Every director or officer of the Corporation and his/her heirs, executors, successors and assigns, respectively, shall from time to time and at all times be indemnified and saved harmless out of the funds of the Corporation from and against:

- (a) all costs, charges and expenses whatsoever which such director or officer sustains or incurs in or about 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 or permitted by him or her in or about the execution of the duties of his/her office; and
- (b) all other costs, charges and expenses which he/she properly sustains or incurs in or about or in relation to the affairs of the Corporation;

unless the loss occurs through his/her own dishonest or fraudulent act or acts, bad faith, failure to meet the standard of care established in the Act or wilful misconduct.

7.12 Consents

Any consent required under the provisions of the Act, the declaration, the by-laws or the rules shall be given by the Board in writing after a resolution for same has been passed.

7.13 Execution Of Instruments

- (a) 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;
- (b) subject to the Act and the declaration but notwithstanding any provisions to the contrary contained in the by-laws of the Corporation, the Board may by resolution at any time and from time to time direct the manner in which and the person or persons by whom any particular deed, transfer, assignment, contract, cheque or obligation or any class of deed, transfer, assignment, contract, cheque or obligation of the Corporation may or shall be signed;
- (c) any member of the Board, or by resolution of the Board, any authorized agent may execute a status certificate and cause the corporate seal to be affixed thereon provided there is delivered with the certificate a statement under the signature of the authorized agent that he/she has examined the records and confirms that the particulars set out in the certificate are accurate; and
- (d) the manager, any two members of the Board or the Corporation's solicitor may execute a notice of lien or discharge of lien.

ARTICLE 8 - OFFICERS

8.1 Election Of President

At the first meeting of the Board, after each election of directors, the Board shall elect from among its members a President. In default of such election the then incumbent President, if a member of the Board, shall hold office until his/her successor is elected.

8.2 Appointed Officers

The Board shall appoint a Secretary and may appoint one (1) or more Vice-Presidents, a Treasurer and such other officers as the Board may determine, including one (1) or more assistants to any of the officers so appointed. The officer so appointed may, but need not be, a member of the Board. One (1) person may hold more than one (1) office and if the same person holds both the office of Secretary and the office of Treasurer, he/she may be known as Secretary-Treasurer.

8.3 Term Of Office

At the first meeting of the Board, after each election of directors, and then from time to time, the Board shall appoint the officers of the Corporation. In the absence of written agreement to the contrary, officers shall hold office until removed by the Board, provided always that officers shall adhere to and be governed by the same qualifications as hereinbefore applied to directors pursuant to Articles 7.3 and 7.4. Officers shall have such authority and perform such duties as the Board may, from time to time determine that are consistent with the Act, and the declaration and by-laws of the Corporation.

8.4 President

The President shall:

- (a) be the chairperson at all meetings of the Board and of the owners or designate the chairperson at all such meetings;
- (b) have one (1) vote (only) at all meetings of the Board;
- (c) co-ordinate the activities of the remaining members of the Board and officers;
- (d) in the absence of a resolution of the Board specifying another officer, deal directly with the property manager and the Corporation's solicitor in all areas of concern; and
- (e) direct the enforcement of the Act, the declaration, the by-laws and the rules and regulations of the Corporation by all lawful means at the Board's disposal.

8.5 Vice-President

The Vice-President shall during the absence of the President, perform his/her duties and exercise his/her powers. If there is more than one (1) Vice-President then the Vice-Presidents, in order of seniority as determined by the Board, shall perform the functions of the President. The Vice-President shall not preside at a meeting of the Board or the owners if the Vice-President is not qualified to attend such meeting as a director or owner, as the case may be. If a Vice-President exercises any such duty or power, the absence of the President shall be presumed. A Vice-President shall also perform such duties and exercise such powers as the Board may prescribe from time to time.

8.6 Secretary

The Secretary shall:

- (a) give or cause to be given all notices required to be given to the owners, directors, mortgagees and all others entitled thereto pursuant to the Act or the declaration, by-laws or rules or any contracts to which the Corporation is a party;
- (b) attend all meetings of the directors and of the owners;
- (c) enter or cause to be entered in books kept for that purpose minutes of all proceedings at such meetings;
- (d) be the custodian of all books, papers, records, documents and other instruments belonging to the Corporation. This does not require the Secretary to keep these documents in his/her personal custody; and

- (e) cause to have the by-laws registered and notice of the by-laws and of the rules and regulations to be sent to all owners and mortgagees as required by the Act.

8.7 Treasurer

The Treasurer shall:

- (a) prepare or cause to be prepared, in consultation with property management, the annual budget and the annual financial statements to be presented to the owners at the annual general meeting;
- (b) prepare or cause to be prepared, in consultation with property management and others as selected by the Board, a Reserve Fund Plan, if required; and
- (c) prepare or cause to be prepared, in consultation with those selected by the Board, an investment plan for the Corporation's funds.

8.8 Officers

The officers of the Corporation shall have such additional responsibilities as may be approved by resolution of the Board.

8.9 Committees

- (a) in order to assist the Board in managing the affairs of the Corporation, the Board may from time to time constitute such advisory committees to advise and make recommendations to the Board in connection with the activities, management, budgets, house rules, or any other matter related to the common elements or any other property to which the Condominium Corporation has any rights or shares or obligations; and
- (b) the members of such committees shall be appointed by the Board to hold office and may be removed at any time by resolution of the Board.

ARTICLE 9 - MEETINGS OF THE OWNERS

9.1 Annual Meetings

- (a) the annual meeting of the owners shall be held within the City of Toronto (Scarborough) at such time and on such day in each year as the Board may determine, for the purpose of hearing and receiving the reports and statements required to be read and presented before the owners at an annual meeting; electing directors; and for the transaction of such other business as may properly be brought before the meeting; and
- (b) the annual meeting is to take place no later than six (6) months following the end of the Corporation's fiscal year.

9.2 Special Meetings

The Board shall have the power at any time to 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.

9.3 Persons Entitled To Be Present

The only persons entitled to attend a meeting of owners shall be:

- (a) the owners and mortgagees entered on the record and who are entitled to receive notice of and entitled to vote at the meeting in accordance with the Act;
- (b) any other person entitled to vote thereat;
- (c) others who, although not entitled to vote, are entitled or required under the provisions of the Act or the by-laws of the Corporation to be present at the meeting; and

- (d) any other person on the invitation of the Chairperson of the meeting or with the consent of the meeting.

9.4 Quorum

A quorum for the transaction of business at a meeting of the Unit Owners is those Owners who own together at least twenty five per cent (25%) of the units. If a quorum is not present within a reasonable time after the time appointed for the holding of any meeting of the owners (such reasonable time to be determined by the Chairperson of the Meeting) the meeting shall be adjourned and the Board shall call a further meeting of the owners in accordance with the Act.

9.5 Voting

- (a) at each meeting of owners, subject to the provisions of the Act, every owner shall be entitled to vote who is entitled to receive notice of the meeting and is not in arrears of common expenses;
- (b) if the unit has been mortgaged and the right to vote has been given to the mortgagee, the owner (or his/her proxy) may, subject to clause 9.5(c), nevertheless represent such unit at meetings and vote in respect thereof;
- (c) in the event the mortgagee has notified the Corporation and the owner of the mortgagee's intention to exercise such right at least four (4) days before the date specified in the notice of meeting, the mortgagee or the mortgagee's proxy may exercise the right to vote;
- (d) any dispute over the right to vote shall be resolved by the Chairperson of the meeting upon such evidence as he/she may deem sufficient;
- (e) the Chairperson shall not, in the case of a tie, cast a deciding vote; and
- (f) unless otherwise provided by the Act, the declaration or the by-laws, any vote shall be decided by a majority vote of those owners present in person or by proxy at a meeting called for the purpose of holding such vote.

9.6 Method Of Voting

- (a) at any annual or special meeting any question may be decided by a show of hands. A declaration by the Chairperson that such question has by a show of hands been carried, is prima facie proof of the fact without further proof of ownership of the votes cast in favour of such question;
- (b) a vote for the election of directors shall be by ballot only;
- (c) anyone, who has a right to vote, may demand a vote by ballot and upon such demand the vote shall be a ballot vote unless the demand is withdrawn before the ballots are distributed;
- (d) all voting by owners shall be on the basis of and in accordance with the Act; and
- (e) when all ballots have been deposited into the ballot box the scrutineers shall then tabulate the votes for and against the matter being voted upon.

9.7 Proxies

Every owner or mortgagee entitled to vote at meetings of 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 and signed by the appointor or his/her attorney authorized in writing. The instrument appointing a proxy shall be deposited with the Secretary before any vote or in accordance with procedures established by resolution of the Board.

9.8 Representatives

An executor, administrator, committee of a mentally incompetent person, guardian, trustee or representative of a Corporation, upon filing with the Secretary of the meeting 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 (1) executor, administrator, committee, guardian or trustee, the provisions relating to co-owners shall apply.

9.9 Co-Owners

If a unit or a mortgage on a unit is owned by two (2) or more persons, any one (1) of them present or represented by proxy may in the absence of the other or others vote, but if more than one (1) of them are present or represented by proxy, they shall vote in the same way, failing which the vote for such unit shall not be counted. Where a unit is owned by more than two (2) persons, any one (1) owner may vote, but if there is a dispute, the majority of the owners shall decide how the vote is to be exercised.

ARTICLE 10 - ADDITIONAL RIGHTS OF THE CORPORATION

10.1 The contravention of any provisions of the Act, declaration, by-laws and/or rules of the Corporation, shall give the Board the right, in addition to any other rights set forth in the Act and the declaration the right to:

- (a) prohibit any person from using the facilities or any part of the common elements of the Corporation for any period of time that the Board, acting reasonably, determines appropriate;
- (b) enter the unit, or any part of the common elements in which or with respect to which such contravention exists and to summarily abate and remove at the expense of the owner of the unit, any structure, item or condition that may exist in or about the unit or any part of the common elements contrary to the intent and meaning of the provisions of the Act, declaration, by-laws and/or rules and the Board shall not be deemed guilty of any manner of trespass; or
- (c) 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, any proceeding for compliance pursuant to the provisions of the Act; and
- (d) deem all costs incurred by the corporation pursuant to Article 10 to be common expenses attributable to the unit and collected in the same manner as common expenses.

10.2 Occupancy

The Corporation hereby adopts as the maximum occupancy for each unit, the occupancy load determination in the Ontario Building Code as prescribed in O. Reg 403/97, being two (2) persons per sleeping room or sleeping area in a dwelling unit.

10.3 Non-Resident Access to Common Elements

Pursuant to S. 56(1)(k) of the Act those persons who are not residents or guests of residents are not entitled to access or use of any of the facilities or amenities, which are common element areas of the Corporation.

10.4 Indemnification by Owners

- (a) the owner of a unit is responsible for any costs incurred to repair damage to the owner's unit, that may have been caused by the owner or anyone for whom the owner is responsible, howsoever caused;
- (b) the owner of a unit is responsible for any costs incurred to repair damage to the owner's unit, the common elements, or other units that may have been caused by the owner or anyone for whom the owner is responsible, howsoever caused;

- (c) in those cases where it has been determined that the responsibility for payment of the cost to repair is that of the owner, or where an owner requests to repair a common element himself or herself, the Board 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;
- (d) Each owner shall indemnify and save the Corporation harmless from and against any damages, loss and/or cost, including, but not limited to:
 - (i) increased insurance premiums;
 - (ii) damage, injury or liability which the Corporation may suffer or incur resulting from, or caused by an owner, including, but not limited to all costs and expenses incurred:
 - A. to redress, rectify and/or obtain relief from any injury or damage;
 - B. by reason of breach of the Act, declaration, by-laws and/or any rules of the Corporation in force from time to time; and
 - C. by the Corporation in relation to the enforcement of any rights or duties pursuant to the Act, the declaration, the by-laws and/or the rules of the Corporation.

ARTICLE 11 - ASSESSMENT AND COLLECTION OF COMMON EXPENSES

11.1 Assessment of Common Expenses

- (a) all expenses, charges and costs of maintenance, repair or replacement of the common elements and the assets of the Corporation and any other expenses, charges or costs which the Board may incur or expend pursuant to its duties 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 or in accordance with the provisions of the Act; and
- (b) 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. The Board should allocate and assess such common expenses as set out in the budget for such period among the owners, according to the proportion in which they are required to contribute to the common expenses as set forth in the declaration.

11.2 Reserve Fund

- (a) the Board shall establish and maintain a reserve fund(s) in accordance with the Act; and
- (b) the reserve fund(s) shall be kept in a separate interest bearing account with any Province of Ontario Savings Office or any chartered bank or trust company branch or any other institution in accordance with the Act; and
- (c) may be invested in accordance with the Act.

11.3 Extraordinary Expenditures

Any expenditure not contemplated in the budget and for which the Board shall not have sufficient funds may be assessed at any time during the year, in addition to the annual assessment, by the Board serving notices of such further assessment on all owners, which shall include a written statement setting out the reasons for the extraordinary assessment.

11.4 Delivery of Assessments

- (a) the Board shall give notice to all owners of the amount of common expenses payable by each of them respectively, and shall deliver copies of each budget on which such common expenses are based, to all owners and mortgagees entered on the record; and
- (b) extraordinary assessments shall be payable by each owner within ten (10) days after the delivery of notice thereof to such owner, unless a further period of time has been determined by resolution of the Board and set out in such notice.

11.5 Owners' Obligations To Pay Assessments

- (a) each owner shall be obliged to pay to the Corporation the full amount of such annual assessment within ten (10) days after the delivery or mailing of the notice of the annual assessment to the owner. Notwithstanding that common expenses are payable annually, the Board may by resolution permit owners to make their common expense payments in twelve (12) equal monthly instalments. Upon receipt of a request from and for the express convenience of the owner, the Board may adopt, by resolution, a pre-authorized payment or similar plan for the convenience of the owners, provided always that upon cancellation of the plan or any default occurring on the part of the owner, the balance of the annual assessment together with interest accruing thereon from the date of default at the rate specified in this by-law shall become immediately due and payable to the Corporation; and
- (b) if the Board enacts a resolution requiring owners to pay their common expense payments either by pre-authorized chequing or by post-dated cheques, the owners shall arrange for the payment of their proportionate shares of the common expenses by means of a pre-authorized chequing or post-dated cheques or other similar plan approved by the Board. Where the Board approves a pre-authorized chequing plan the Corporation shall be entitled to debit the bank account of the owner each month to collect one-twelfth (1/12) of the annual assessment. The acceptance by the Board of this alternate method of payment by the owner does not constitute a waiver of the owner's obligation to pay his/her proportionate share of the annual assessment as hereinbefore provided and, where the owner fails to ensure that the Corporation is able to make automatic monthly deductions from the owner's bank account or where the owner terminates the plan or there are insufficient funds in the account to cover the automatic deduction, the then unpaid balance of the owner's assessment for the year shall become immediately due and payable together with interest thereon calculated in accordance with this by-law until paid. The Board may, by resolution, authorize such alternate methods of payment as it may reasonably determine provided always that any such method of payment shall apply consistently to and for the convenience of all owners.

11.6 Default In Payment Of Assessment

- (a) arrears of payment required to be made under the provisions of this Article 11 shall bear interest at the rate of 18 per cent per annum compounded monthly until payment has been received in full from the owner. Interest at the aforesaid rate shall be charged from time to time on the unpaid balance of common expenses plus unpaid interest and any legal costs incurred by the Corporation in the collection or attempted collection of the unpaid amount and interest shall be charged upon the aggregate total amount monthly and shall be compounded monthly until paid; and
- (b) in any collection or attempted collection proceedings, including lien proceedings and/or sale or other court proceeding instituted by the Corporation to collect common expenses, or other amounts deemed to be common expenses, from the owner, there shall be added to any amount found due all costs incurred by the Corporation and all legal costs on a substantial indemnity basis (formerly known as solicitor and client costs) incurred in such action.

ARTICLE 12 - BANKING ARRANGEMENTS AND CONTRACTS

12.1 Banking 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 authorize from time to time by resolution, and all such banking business, or any part thereof, shall be transacted on the Corporation's behalf by any one (1) or more officers, or other persons, as the Board may designate 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 such banking business, and the defining of the rights and powers of the parties thereto and any act or thing on the Corporation's behalf to facilitate such banking business.

12.2 Execution of Instruments

Subject to the provisions of the Act, all deeds, transfers, assignments, contracts and obligations on behalf of the Corporation may be signed by the President or the Vice-President, together with the Secretary or any other director. Any contract or obligation within the scope of any management agreement entered into by the Corporation may be executed on behalf of the Corporation in accordance with the provisions of such management agreement. Notwithstanding any provisions of the Act, the Board may at any time and from time to time, direct the manner in which, and the person(s) by whom any particular deed, transfer, contract or obligation or any class of deeds, transfers, contracts or obligations of the Corporation may or shall be signed.

12.3 Execution of the Status Certificate and Notices of Lien and Discharges of Liens

The Status Certificate, Notices of Lien and Discharges of Liens, as required by the Act, may be signed by any officer or any director of the Corporation, or any person authorized by resolution of the Board of Directors with or without the seal of the Corporation affixed thereto, provided that the Board may, by resolution, direct the manner in which, and the person(s) by whom, such certificates may or shall be signed.

ARTICLE 13 - MISCELLANEOUS

13.1 Invalidity

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

13.2 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.

13.3 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.

13.4 Amendment

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

13.5 Conflicts

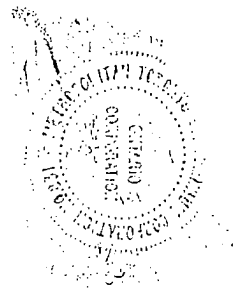
- (a) in the case of a conflict between the provisions of the Act and any provision in the declaration, by-laws or rules and regulations, the Act shall prevail;
- (b) in the case of a conflict between the provisions in the declaration and any provision in the by-laws or rules and regulations, the declaration shall prevail,

unless the by-law or rule has been amended after the registration of the declaration as provided for in the Act; and

- (c) in the event the provisions of the Act or the declaration are silent the provisions of the by-laws shall prevail.

WITNESS the corporate seal of the Corporation this 19TH day of DECEMBER, 2002.

SIGNED, SEALED & DELIVERED
In the presence of:



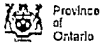
METROPOLITAN TORONTO
CONDOMINIUM CORPORATION NO.
831

Per: P. Nair PRESIDENT
Ramalingam Title Peter Nair
Per: E. Watkins SECRETARY President
Edith Watkins Title Secretary

I/We have authority to bind the Corporation

MTCC 831

By-LAW 3



Document General

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mtcc831by2

D

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

(3) Property Identifier(s) 11831-0001 (LT) to 11831-0668 (LT) inclusive
Block Property
Additional: See Schedule ☐

(4) Nature of Document
BY-LAW NO. 3 (under Section 56(9) of the Condominium Act)

(5) Consideration
Dollars \$

(5) Description
All units and common elements comprising the property included in Metropolitan Toronto Condominium Plan No. 831 City of Toronto

The Land Titles Division of the Toronto Registry Office No. 66

AT 77057

CERTIFICATE OF RECEIPT
RÉCÉPISSÉ
TORONTO (66)

2003-01-10 16:09

LAND REGISTRAR/REGISTRAR

New Property Identifiers

Additional: See Schedule ☐

Executions

Additional: See Schedule ☐

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

(8) This Document provides as follows:

See Schedule for By-Law 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

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 831

Per Denise Lash

2003 01 09

by its solicitors, Miller Thomson LLP

(11) Address for Service c/o Miller Thomson LLP, Barristers and Solicitors, 20 Queen Street West, Suite 2500, Toronto, Ontario M5H 3S1

(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:

Denise Lash
Miller Thomson LLP
Suite 2500
20 Queen St. West
Toronto, ON M5H 3S1

Fees and Tax

Registration Fee	
Total	

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


METROPOLITAN TORONTO CONDOMINIUM CORPORATION No. 831 (known as the "Corporation") certifies that:


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

DATED this 19TH day of DECEMBER, 2002.



METROPOLITAN TORONTO CONDOMINIUM
CORPORATION No. 831

BY: 
Print Name: RAMALINGAM PETER NAIR
President

BY: 
Print Name: EDITH WATKINS
Secretary

We have authority to bind the Corporation

BY-LAW NO. 3

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 831

A By-law to establish procedures with respect to the mediation and arbitration of disputes described in Sections 125 and 132 of the *Condominium Act*, 1998 ("Disputes") and any amended or successor legislation (the "Act").

WHEREAS:

- A. The Act intends that all Parties described in Sections 125 and 132 resolve Disputes which may arise between them through mediation and arbitration;
- B. It is within the power of the Corporation, and it is encouraged by the Act, to enact a by-law to establish the procedure for mediation and arbitration of Disputes;
- C. The Corporation intends that procedures in this By-law be deemed incorporated into the agreements and documents described in Sections 125 and 132 of the Act and that this procedure be employed for all Disputes, governed by these sections and any amended or successor legislation.

ARTICLE 1 – GENERAL

DISPUTES

- 1.1 Disputes relating to the breach, termination, existence, validity, performance, interpretation or enforceability of any of the agreements listed in Section 132(2) of the Act or Disputes arising in connection with the documents referred to in Section 125 of the Act, other than those which must be resolved in the Courts or those which may be resolved in the Courts unless the Parties agree to submit their dispute to mediation and arbitration, shall be addressed and resolved in accordance with the provisions of this By-law.

DEFINITIONS

- 1.2
 - a) Deliver – means serving, giving to or delivering any Notice or Document to a Party pursuant to Article 1.3 of this By-law.
 - b) Party – means any person or corporate entity named as a Party in relation to a Dispute in a Notice of Dispute, Notice of Mediation or Notice of Arbitration. For the purposes of paying costs and for delivery/service of documents pursuant to this By-law, co-owners who have not given the corporation notice of separate addresses for service shall be deemed to be one Party.
 - c) Recipient – means the person to whom a Notice or Document has been Delivered in accordance with this By-law.

DELIVERY/SERVICE OF DOCUMENTS

- 1.3 All notices and documents required to be Delivered or provided to the Corporation shall be Delivered in accordance with subsection 46(2)(c) of the Act; to an owner in accordance with subsection 47(7) of the Act; to a mortgagee in accordance with subsection 47(8) of the Act; and to all other Parties either:
 - a) personally;
 - b) by pre-paid mail to that Party's last known address;
 - c) by pre-paid registered post;
 - d) by facsimile transmission; or
 - e) electronic mail or any other method of electronic communication if the Party agrees in writing that the Party giving the notice or document may give the notice or document in this manner.

- 1.4 If a Party is represented by an agent or solicitor, any document to be Delivered to that Party may be Delivered to that party's agent or solicitor in accordance with Article 1.3.
- 1.5 Notices and documents will be deemed to have been received the day of hand Delivery, facsimile transmission or electronic communication and for Delivery by pre-paid mail and registered post, forty-eight (48) hours after posting or registration thereof.

CONFIDENTIALITY

- 1.6 Settlement efforts and statements made by the Parties made during Negotiation, Mediation and/or Arbitration shall, in all respects, be kept confidential and shall be strictly without prejudice.

ARTICLE 2 - NEGOTIATION

- 2.1 Any Party may Deliver a written Notice of Dispute to any other Party, which shall include:
 - a) an outline of the nature of the Dispute; and
 - b) the names of the Parties involved in the Dispute.
- 2.2 The Parties who have received and are named in the Notice of Dispute shall meet for the purpose of trying to resolve the Dispute as soon as possible after receiving a Notice of Dispute, as many times as the Parties reasonably deem necessary, in order to gather and furnish to the other Party or Parties all information with respect to the matters in issue which the Parties believe will assist with its resolution. The specific format for such discussions shall be left to the Parties and may include the preparation of an agreed upon statement of facts or written statements of position furnished to the other Party or Parties.

ARTICLE 3 - MEDIATION

NOTICE OF MEDIATION AND SELECTION OF MEDIATOR

- 3.1 Notwithstanding that the Parties may still be in negotiations pursuant to Article 2, a Notice of Mediation may be Delivered by any Party to the other Party or Parties on or after the tenth (10th) day after the Notice of Dispute has been Delivered and must be Delivered no later thirty (30) days after Delivery of the Notice of Dispute, and shall include:
 - a) a statement that the Party has made a good faith effort to reach a settlement in accordance with Article 2;
 - b) the names of two qualified individuals to act as mediator, who have indicated a willingness to act as mediator, ranked in order of preference;
 - c) a statement of any facts agreed by all Parties, if any; and
 - d) a written statement of the Party's position.

- 3.2 Within five (5) days of receipt of a Notice of Mediation the Recipients shall each Deliver to the other Party or Parties the names of two qualified individuals to act as mediator, who have indicated a willingness to act as mediator, ranked in order of preference and each Recipient shall include a written statement of his/her/its position.
- 3.3 For purposes of Section 132 of the Act, a Dispute will be deemed to be submitted to Mediation by the Parties on the day the Recipient or Recipients each Delivers to the other Party or Parties the names of two qualified individuals to act as mediator
- 3.4 The Parties shall unanimously appoint, from the names submitted, a mediator who shall be a qualified and experienced mediator.
- 3.5 If the Parties are unable to reach unanimous agreement on the selection of a mediator within ten (10) days after the date the Notice of Mediation is Delivered, the mediator shall be selected at random by draw by the Party who Delivered the Notice of Mediation and in the presence of the other Parties from among the names of the mediators submitted by the Parties.
- 3.6 The Party who Delivered the Notice of Mediation, must notify the mediator of his or her appointment, within three (3) business days of such appointment and shall provide the mediator with a copy of this By-law.
- 3.7 If a Party fails to submit names in accordance with Article 3.2, the Dispute will be deemed to have failed and the mediator selected by the other Party or Parties shall Deliver to all the Parties a Notice stating that the mediation has failed and the notice may specify how the mediator's fees and expenses are to be borne by the Parties.

ROLE OF MEDIATOR

- 3.8 The mediator's role is to assist the Parties in resolving the Dispute in accordance with the procedures set out in this By-law. The mediator will not make decisions for the Parties about how the matter should or must be resolved.
- 3.9 If the mediator selected by the Parties is a qualified lawyer, he/she will not provide legal representation or legal advice to either Party.
- 3.10 The mediator has no duty to assert or protect the legal rights of any Party, to raise any issue not raised by the Parties themselves, or to determine who should participate in the mediation.

LOCATION, TIME AND PLACE OF HEARING

- 3.11 The place of mediation shall be determined by the mediator in consultation with the Parties and the mediator will promptly advise the Parties of the location and time of the mediation and the estimated cost of the mediation.

MEDIATION BRIEF

- 3.12 Each Party shall submit to the mediator and all other Parties, at least five (5) days before the hearing date, a written mediation brief of not more than ten (10) pages, single spaced on 8½" by 11" paper, setting out the relevant facts and the Party's positions concerning the matters in the Dispute.

FEES AND EXPENSES

- 3.13 Each Party shall Deliver to the mediator, with their mediation brief, or no later than twenty-four (24) hours before the commencement of the mediation, a certified cheque payable to the mediator for such Party's pro rata share of the mediator's anticipated fees and expenses of the mediation.

- 3.14 Fees and expenses of the mediation shall be borne as specified in a settlement, if a settlement is obtained. If no settlement is obtained, the mediator's fees and expenses shall be borne as specified in the notice stating that the mediation has failed.
- 3.15 If a Party fails to Deliver to the mediator a certified cheque in accordance with Article 3.13, the mediation will be deemed to have failed and the Mediator will issue a notice stating that the mediation has failed and which Party or Parties failed to Deliver to the mediator a certified cheque in accordance with Article 3.13.
- 3.16 A Party who has failed to Deliver to the mediator a certified cheque in accordance with Article 3.13 may not Deliver a Notice of Arbitration unless that Party has withdrawn from the Mediation in accordance with Article 3.20.
- 3.17 If a Party who has Delivered to the mediator a certified cheque in accordance with Article 3.13 when a Party has not complied with Article 3.13, and the mediator deducts an amount for fees from the certified cheque provided in accordance with Article 3.13, the Party who has complied with Article 3.13 may add amounts paid to the mediator to the Dispute.

AUTHORITY TO SETTLE AND LEGAL REPRESENTATION

- 3.18 The Parties or representatives of the Parties with full authority to settle the Dispute shall attend the mediation in person.
- 3.19 The Parties are entitled to seek legal representation or advice prior to or during the mediation and may have lawyers present at the mediation who shall be permitted to fully participate in all aspects of the mediation.

WITHDRAWAL FROM MEDIATION

- 3.20 Any Party and/or the mediator may withdraw from mediation at any time by giving written notice to the other Party or Parties at least twenty-four (24) hours prior to the scheduled commencement of the mediation hearing.
- 3.21 If a Party or the mediator has withdrawn from mediation in accordance with Article 3.20, the mediation will be deemed to have failed and the mediator will issue a notice stating that the mediation has failed.

TERMINATION OF MEDIATION

- 3.22 The mediation shall end on the earlier of:
 - a) the date that the Parties enter into a binding settlement agreement with respect to all or a part of the matters in Dispute;
 - b) the date the mediator issues a notice stating that the mediation has failed;
 - c) the date that any Party or the mediator withdraws from the mediation, in accordance with Article 3.20; and
 - d) sixty (60) days after the Parties submitted their Dispute to mediation if in that time they failed to select a mediator.

ARTICLE 4 – ARBITRATION

APPLICATION

- 4.1 If all or part of the matters in a Dispute are not resolved or settled through the procedures provided under Articles 2 and 3, the remaining matters of the Dispute shall be determined by final and binding arbitration conducted by a single arbitrator in accordance with the procedures provided in this Article. Except as

otherwise provided in this Article, the arbitration of the Dispute, including its procedures, decision and enforcement, shall be in accordance with the *Arbitration Act, 1991* (Ontario) and any amended or successor legislation and the other applicable laws of the Province of Ontario regarding arbitration and the enforcement of arbitral awards (collectively, the "*Arbitration Act*") and any applicable federal laws of Canada.

NOTICE OF ARBITRATION

4.2 Any Party, subject to Article 3.15 may initiate the arbitration by Delivering a written Notice of Arbitration:

- (a) sixty (60) days after the Parties submitted their Dispute to mediation if the Parties failed to select a mediator, or if a Party withdrew from the mediation in accordance Article 3.20; or
- (b) thirty (30) days after the mediator selected under Articles 3.1 to 3.7 Delivers a notice stating that the mediation has failed.

4.3 The Notice of Arbitration shall include:

- a) an outline of the issues to be arbitrated;
- b) the names of the Parties involved in the dispute;
- c) a statement indicating the date that mediation was terminated under Article 3 hereof; and
- d) the names of at least two (2) persons who the Party has selected to act as arbitrator ranked in order of preference.

THE ARBITRATOR

4.4 The arbitrator shall be either:

- a) a panel member of the Condominium Dispute Resolution Centre;
- b) a member of the Arbitration and Mediation Institute of Ontario;
- c) a Canadian former Judge who carries on business as a professional arbitrator and who is based in Ontario.

4.5 The Arbitrator shall be impartial and independent of the Parties to the Dispute and shall, if requested, confirm to the Parties that he/she has no current or past relationship of any kind with any of the Parties that might give rise to justifiable doubts as to his or her impartiality.

4.6 Within five (5) days of receipt of a Notice of Arbitration the Recipients shall each Deliver to the other Party or Parties the names of two qualified individuals to act as the arbitrator, who have indicated a willingness to act as arbitrator, ranked in order of preference. Such Recipients shall include a written statement of position.

4.7 The Parties shall unanimously appoint, within ten (10) days of Delivery of the Notice of Arbitration, an arbitrator from the names submitted. The arbitrator shall be qualified and experienced to act as an arbitrator.

4.8 If the Parties are unable to reach unanimous agreement on the selection of an arbitrator within ten (10) days after the date the Notice of Arbitration is Delivered, the arbitrator shall be selected at random by draw by the Party who Delivered the Notice of Arbitration and in the presence of the other Parties from among the names of the arbitrators submitted by the Parties.

4.9 If a Party fails to submit names in accordance with this Section, such Party shall be deemed to accept as the arbitrator, the person selected, by the other Party or Parties, in accordance with this Section.

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LOCATION, TIME AND PLACE OF ARBITRATION

- 4.10 The place of arbitration shall be determined by the arbitrator in consultation with the Parties and the arbitrator will promptly advise the Parties of the location, time for commencement, schedule for and estimated cost of the arbitration.

ARBITRATION BRIEF

- 4.11 Within ten (10) days after the date of the appointment of the arbitrator each Party shall Deliver to the arbitrator and to the other Party or Parties a written arbitration brief which shall set forth each Party's position concerning the matters in dispute and shall include:

- a) a statement of fact and law;
- b) copies of all relevant documents that are in that Party's possession or within the Party's control;
- c) a statutory declaration of the Party presenting the brief declaring that the documents included in the brief are all the documents relevant to the Dispute that are in that Party's possession or control, including those documents that are or might be unfavorable to that Party's position in the arbitration; and
- d) a statement of the relief sought.

FEES AND EXPENSES

- 4.12 Each Party shall Deliver to the arbitrator, with their arbitration brief, or no later than twenty-four (24) hours before the commencement of the arbitration, a certified cheque payable to the arbitrator for such Party's pro rata share of the arbitrator's anticipated fees and expenses of the arbitration.
- 4.13 The fees and expenses of the arbitration shall be borne as specified in the arbitrator's award subject to Article 4.23.
- 4.14 If a Party fails to Deliver to the arbitrator a certified cheque in accordance with Article 4.12, the arbitrator may continue the arbitration and make an award on the evidence before him/her except that the arbitrator may not take into account any documents, briefs or evidence provided by the Party who failed to pay fees in accordance with Article 4.12.
- 4.15 If the Party who fails to Deliver a certified cheque to the arbitrator in accordance with Article 4.12 is the Party who commenced the arbitration, the arbitrator may make an award dismissing the claim.

ADDITIONAL PARTIES

- 4.16 Upon reviewing the Notice of Arbitration and Arbitration Briefs, the Arbitrator may make a request of the Parties that another Party or Parties be joined in the arbitration. Any other Party or Parties may only be joined with that Party's consent and the consent of the original Parties to the Dispute.

HEARING

- 4.17 The arbitration shall be an oral hearing, conducted in the English language, unless the Parties and the arbitrator agree otherwise, and shall consist of examination in chief and cross examination of witnesses under oath, and oral arguments to be presided over by the arbitrator. Except for the statutory declaration provided pursuant to Article 4.11(c), there shall be no oral or documentary discovery under oath.

REPRESENTATION

- 4.18 The Parties are entitled to be represented and assisted by legal counsel in connection with all aspects of the arbitration and any Party's legal counsel shall be permitted to attend and fully participate in all aspects of the arbitration.

DURATION OF ARBITRATION

- 4.19 The hearing shall begin not more than thirty (30) days after the Arbitration Notice is Delivered and shall be conducted over no more than five (5) consecutive business days whereby:
- a) each Party shall be given a maximum of two (2) full business days to present his or her case to the arbitrator;
 - b) the arbitrator shall have the discretion to regulate, among other things, the length of a Party's cross examination of the other Party's witnesses to ensure the fair and equal treatment of all Parties with regard to the time limits of the hearing; and
 - c) on the fifth (5th) business day of the hearing or earlier, each Party shall be given the opportunity to present oral and written arguments to the arbitrator.

POWERS OF THE ARBITRATOR

- 4.20 Subject to Article 4.21, the arbitrator shall have the discretion to determine all procedural matters, including but not limited to those relating to evidence, witnesses, documents and interpreters, and may require the parties to attend at a preliminary meeting, which may be held by teleconference, to discuss and determine any procedural matters that, in the discretion of the arbitrator, should be determined prior to the commencement of the arbitration hearing.
- 4.21 The arbitrator may make whatever award he/she considers just having regard to the dispute, the interest of the Parties, the Act, the regulations, the agreement, the declaration, the by-laws and the rules and may do one or more of the following:
- a) order an amendment to any document in dispute between the Parties, said amendment to be effective as between the Parties to the arbitration;
 - b) order a Party to do something;
 - c) order a Party to refrain from doing something;
 - d) order a Party to pay money as damages, compensation or reimbursement; and
 - e) any other order as may be permitted by the Arbitration Act.

THE ARBITRATOR'S AWARD

- 4.22 The arbitrator shall be required to make an award, in writing, signed by the arbitrator, within thirty (30) days after the conclusion of the hearing and a copy of the award is to be Delivered to the Parties in accordance with this By-law.
- 4.23 The award of the arbitrator shall be final and binding. The arbitrator shall include reasons for the award.
- 4.24 The arbitrator's award may include an Order for costs, specifying the Party or Parties entitled to costs, the Party or Parties who must pay the costs, the amount of the costs and the manner of payment. If the arbitrator does not make an Order respecting costs, a Party may, within twenty (20) days after being notified of the

award, apply to the arbitrator for an Order respecting costs. If no application is made to the arbitrator for an Order respecting costs or, if following an Application the arbitrator does not make an Order respecting costs, then subject to any agreement to the contrary, the Parties must bear their own costs of the fees and disbursements of the arbitrator in equal shares.

- 4.25 An arbitrator's award and/or Order for costs may be filed in the Superior Court of Justice and, on being filed, will have the same effect as if it was an Order of the Superior Court of Justice. Once filed, proceedings may be taken on both the award and/or the Order for costs.

DEFENCE TO ACTION

- 4.26 Other than an action to enforce the award of the arbitrator, the provisions of this By-law represent a complete defence to any suit, action or other proceeding instituted in any Court or before any administrative tribunal with respect to any Dispute. Nothing in this By-law prevents the Parties from exercising any other rights they may have pursuant to the Act, the regulations, the agreements described in Section 132(2) of the Act, the declaration, the by-laws or the rules.

ARTICLE 5 - FORMS

FORMS

- 5.1 Precedent forms are attached to this By-law as Schedule "A" through Schedule "E". These forms may be used by any party for purposes of the procedures contained in this Mediation and Arbitration By-law. These forms need not be used and may be altered, if required, to meet the circumstances of a specific situation. The forms attached include:

- a) Schedule "A" Notice of Dispute;
- b) Schedule "B" Notice of Mediation;
- c) Schedule "C" Response to Notice of Mediation;
- d) Schedule "D" Notice of Arbitration; and
- e) Schedule "E" Response to Notice of Arbitration.

WITNESS the corporate seal of the Corporation this 19TH day of DECEMBER, 2002.

SIGNED, SEALED & DELIVERED
In the presence of:

METROPOLITAN TORONTO
CONDOMINIUM CORPORATION
NO. 831

Per : P. Nair PRESIDENT

Ramalingam Title

Per : E. Watkins SECRETARY

Edith Watkins Title

We have the authority to bind the
Corporation.

-B-

11

SCHEDULE "A"
NOTICE OF DISPUTE

DATE:

TO [include address, telephone, fax number, and e-mail address, if known]:

FROM [include address, telephone, fax number, and e-mail address, if known]:

1. Statement of Dispute:

(Signature)

SCHEDULE "B"
NOTICE OF MEDIATION

DATE:

TO (include address, telephone, fax number, and e-mail address, if known):

FROM (include address, telephone, fax number, and e-mail address, if known):

1. I/We, _____ have made a good faith effort to reach a
(insert name of party giving notice)
settlement of the dispute through negotiation.

2. Proposed Mediators (include name and contact information):

1: _____

2: _____

3. Statement of Facts Agreed by All Parties, if any:

4. Statement of Position:

5. Documents:

(If you are relying on any documents then a summary of each document must be set out below or on an attached schedule. Each summary must include the date of the document's creation, its author and a brief summary of its contents.)

DOCUMENTS		
DATE	AUTHOR	BRIEF SUMMARY OF CONTENTS

(Signature)

Each recipient of this Notice of Mediation shall deliver to the other party or parties the names of two (2) qualified individuals to act as Mediator, who have indicated a willingness to act Mediator, ranked in order of preference and each recipient shall include a written statement of his/her/its position.

If the Parties are unable to reach unanimous agreement on the selection of a mediator within ten (10) days after the date the Notice of Mediation is Delivered, the mediator shall be selected at random by draw by the Party who Delivered the Notice of Mediation and in the presence of the other Parties from among the names of the mediators submitted by the Parties.

The Party who Delivered the Notice of Mediation, must notify the mediator of his or her appointment, within three (3) business days of such appointment and shall provide the mediator with a copy of this By-law.

OK 14

If a Party fails to submit names in accordance with Article 3.2, the Dispute will be deemed to have failed and the mediator selected by the other Party or Parties shall Deliver to all the Parties a Notice stating that the mediation has failed and the notice may specify how the mediator's fees and expenses are to be borne by the Parties.

SCHEDULE "C"

RESPONSE TO NOTICE OF MEDIATION

DATE:

TO (Include address, telephone, fax number, and e-mail address, if known):

FROM (Include address, telephone, fax number, and e-mail address, if known):

1. Proposed Mediators (include name and contact information):

1: _____

2: _____

Note: You may propose a mediator who has been proposed by another party.

2. Statement of Position:

3. Documents:

(If you are relying on any documents then a summary of each document must be set out below or on an attached schedule. Each summary must include the date of the document's creation, its author and a brief summary of its contents.)

DOCUMENTS		
DATE	AUTHOR	BRIEF SUMMARY OF CONTENTS

(Signature)

If the Parties are unable to reach unanimous agreement on the selection of a mediator within ten (10) days after the date the Notice of Mediation is Delivered, the mediator shall be selected at random by draw by the Party who Delivered the Notice of Mediation and in the presence of the other Parties from among the names of the mediators submitted by the Parties.

The Party who Delivered the Notice of Mediation, must notify the mediator of his or her appointment, within three (3) business days of such appointment and shall provide the mediator with a copy of this By-law.

If a Party fails to submit names in accordance with Article 3.2, the Dispute will be deemed to have failed and the mediator selected by the other Party or Parties shall Deliver to all the Parties a Notice stating that the mediation has failed and the notice may specify how the mediator's fees and expenses are to be borne by the Parties.

SCHEDULE "D"
NOTICE OF ARBITRATION

DATE:

TO (include address, telephone, fax number, and e-mail address, if known):

FROM (include address, telephone, fax number, and e-mail address, if known):

1. This matter is proceeding to arbitration because: (place an "X" in the appropriate response)
 - () sixty (60) days have passed from the date of the Notice of Mediation, a copy of which is attached hereto and the parties have not selected a mediator; or
 - () thirty (30) days have passed from the delivery of the mediator's notice indicating that the mediation has failed. A copy of the mediator's notice is attached hereto.
2. Proposed Arbitrators (include name and contact information):

1: _____

2: _____

(Signature)

The Parties shall unanimously appoint, within ten (10) days of Delivery of the Notice of Arbitration, an arbitrator from the names submitted. The arbitrator shall be qualified and experienced to act as an arbitrator.

If the Parties are unable to reach unanimous agreement on the selection of an arbitrator within ten (10) days after the date the Notice of Arbitration is Delivered, the arbitrator shall be selected at random by draw by the Party who Delivered the Notice of Arbitration and in the presence of the other Parties from among the names of the arbitrators submitted by the Parties.

If a Party fails to submit names in accordance with this Section, such Party shall be deemed to accept as the arbitrator, the person selected, by the other Party or Parties, in accordance with this Section.

Within ten (10) days after the date of the appointment of the arbitrator each Party shall Deliver to the arbitrator and to the other Party or Parties a written arbitration brief which shall set forth each Party's position concerning the matters in dispute and shall include:

- a) a statement of fact and law;
- b) copies of all relevant documents that are in that Party's possession or within the Party's control;

- c) a statutory declaration of the Party presenting the brief declaring that the documents included in the brief are all the documents relevant to the Dispute that are in that Party's possession or control, including those documents that are or might be unfavorable to that Party's position in the arbitration; and
- d) a statement of the relief sought.

SCHEDULE "E"

RESPONSE TO NOTICE OF ARBITRATION

DATE:

TO [include address, telephone, fax number, and e-mail address, if known]:

FROM [include address, telephone, fax number, and e-mail address, if known]:

1. Proposed Arbitrators (include name and contact information):

1: _____

2: _____

Note: You may propose an arbitrator who has been proposed by another party.

(Signature)

The Parties shall unanimously appoint, within ten (10) days of Delivery of the Notice of Arbitration, an arbitrator from the names submitted. The arbitrator shall be qualified and experienced to act as an arbitrator.

If the Parties are unable to reach unanimous agreement on the selection of an arbitrator within ten (10) days after the date the Notice of Arbitration is Delivered, the arbitrator shall be selected at random by draw by the Party who Delivered the Notice of Arbitration and in the presence of the other Parties from among the names of the arbitrators submitted by the Parties.

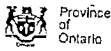
If a Party fails to submit names in accordance with this Section, such Party shall be deemed to accept as the arbitrator, the person selected, by the other Party or Parties, in accordance with this Section.

Within ten (10) days after the date of the appointment of the arbitrator each Party shall Deliver to the arbitrator and to the other Party or Parties a written arbitration brief which shall set forth each Party's position concerning the matters in dispute and shall include:

- b) a statement of fact and law;
- b) copies of all relevant documents that are in that Party's possession or within the Party's control;
- c) a statutory declaration of the Party presenting the brief declaring that the documents included in the brief are all the documents relevant to the Dispute that are in that Party's possession or control, including those documents that are or might be unfavorable to that Party's position in the arbitration; and

d) a statement of the relief sought.

N:\res\lata\CondoGroup\1Precedents -2002- Condo Act 1998\By-laws\Mediation and Arbitration By-law.doc



Document General

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

Form 4 — Land Registration Reform Act

41772-1

16

D

<div>FOR OFFICE USE ONLY</div> <p>AT 510735</p> <p>CERTIFICATE OF RECEIPT RÉCÉPISSE TORONTO (66)</p> <p>2004-06-10 9:48</p> <p><i>Julio Lopez</i> A.D.V.L.R.</p> <p>New Property Identifiers</p> <p>Additional: See Schedule <input type="checkbox"/></p> <p>Executions</p> <p>Additional: See Schedule <input type="checkbox"/></p>	(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/>	(2) Page 1 of 16 pages <i>FB</i>
	(3) Property Identifier(s) 11831-0001 to 11831-0668 (inclusive) Block Property Additional: See Schedule <input checked="" type="checkbox"/>	
	(4) Nature of Document BY-LAW NO. 4 (under Section 56(9) of the Condominium Act)	
	(5) Consideration Dollars \$	
	(6) Description All units and common elements comprising the property included in Metropolitan Toronto Condominium Plan No. 831 City of Toronto Land Titles Division of Toronto (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"/>
(3) This Document provides as follows: See Schedule for By-Law and Certificate		
(9) This Document relates to Instrument number(s)		
(10) Party(ies) (Set out Status or Interest) Name(s) METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 831 (Applicant) By its solicitors Miller Thomson LLP Signature(s) Per: <i>[Signature]</i> Denise Lash Date of Signature Y M D 2004 06 09		
(11) Address for Service c/o Miller Thomson LLP, Barristers and Solicitors, 2500 - 20 Queen Street West, Toronto, Ontario M5H 3S1		
(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 <i>FB</i> 3050 Ellesmere Road Scarborough, Ontario	(15) Document Prepared by: Miller Thomson LLP 20 Queen St. W. Toronto, ON M5H 3S1	Fees and Tax Registration Fee Total 70.

CERTIFICATE IN RESPECT OF A BY-LAW

(Under subsection 56(9) of the Condominium Act, 1998)

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 831 (known as the "Corporation") certifies that:

1. The Copy of By-law No. 4, attached as Schedule "A", is a true copy of the By-law.
2. The By-law was made in accordance with the *Condominium Act, 1998*.
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

DATED this 27 day of May, 2004.

Metropolitan Toronto Condominium
Corporation No. 831

Per: _____

Name: PETER NAR

Title: President

Per: _____

Name: P. BARNES

Title: Secretary

I/We have the authority to bind the corporation

14 ~~14~~

BY-LAW NO. 4

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 831

BE IT ENACTED as a By-Law of Metropolitan Toronto Condominium Corporation No. 831 (the "Corporation") as follows:

The schedule appended hereto shall constitute the standard unit(s) for residential unit(s) in accordance with *the Condominium Act, 1998*.

WITNESS the corporate seal of the Corporation this 27th day of May, 2004.

METROPOLITAN TORONTO
CONDOMINIUM CORPORATION
NO. 831

Per:

Name:

Title: President

Per:

Name:

Title: Secretary

I/We have the authority to bind the corporation

SCHEDULE "A"**STANDARD UNIT**

For the purpose of Section 99 (5) of the Ontario Condominium Act, 1998, the dwelling unit class of Standard Unit is defined as follows:

The boundaries of the Dwelling Units are defined in Schedule "C" of the Declaration registered as D130997.

General

- Opening windows in the sunroom and every other room with a window except bathrooms
- Energy saving double-glazing on all exterior windows
- Cable TV and telephone outlets in pre-planned locations

Doors

- Unit entry door with dead-bolt lock
- Painted hollow core wood interior door, fitted with hardware
- Hard board and sliding doors to closets
- Sliding doors where balcony or ground floor patio

Walls

- Interior walls and columns are primed and painted throughout
- Painted wood baseboard throughout

Ceilings

- Stucco sprayed ceilings throughout except in kitchen and bathrooms

Light Fixtures

- Switch controlled split wall receptacle in all rooms
- Basic original light fixtures installed by Declarant
- Self-illuminated make-up Mirror in master bathrooms

Floor Coverings

- Floor coverings as originally installed by the Declarant, 28 oz. carpet with underpad
- Ceramic flooring in washroom
- Marble tile in entry

Cabinetry and Countertops

- Veneer wood cabinets with uppers in kitchen
- Matched post-formed integral Countertops with backsplash in kitchen
- Veneered wood cabinet in bathroom
- Matched post-formed integral Countertops with backsplash in bathrooms

Plumbing Fixtures

- Acrylic sinks and chrome faucets in bathrooms
- Acrylic tub with ceramic tiles on surrounding walls, chrome shower head and handles
- White toilet, low flush
- Stainless steel sink with single lever chrome faucet in kitchen
- Built-in dishwashers in kitchen

Life Safety Equipment

- Smoke detector(s) in appropriate areas
- Interphone speaker



D

<p>AT 2258776</p> <p>CERTIFICATE OF RECEIPT RÉCÉPISSÉ TORONTO (66)</p> <p>2009-12-16 (3-2)</p> <p>New Property Identifiers: <u>ADN- [Signature]</u></p> <p>Additional: See Schedule <input type="checkbox"/></p> <p>Executions: _____</p> <p>Additional: See Schedule <input type="checkbox"/></p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">(1) Registry <input type="checkbox"/></td> <td style="width: 33%;">Land Titles <input checked="" type="checkbox"/></td> <td style="width: 34%;">(2) Page 1 of 13 pages</td> </tr> <tr> <td>(3) Property Identifier(s) 11831</td> <td>Block 11831</td> <td>Property 0001 0668, inclusive</td> </tr> <tr> <td colspan="3">(4) Nature of Document Condominium Bylaw No. 5 (Condominium Act 1998)</td> </tr> <tr> <td colspan="3">(5) Consideration Dollars \$</td> </tr> <tr> <td colspan="3">(6) Description All Units and common elements comprising the property in Metropolitan Toronto Condominium Plan No. 831 together with their appurtenant common interest City of Toronto Land Titles Division of the Toronto Registry Office (No. 66)</td> </tr> <tr> <td>(7) This Document Contains</td> <td>(a) Redescription New Easement Plan/Sketch <input type="checkbox"/></td> <td>(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input type="checkbox"/></td> </tr> </table> <p>(8) This Document provides as follows: SEE BY-LAW NO. 5 ATTACHED.</p> <p>(9) This Document relates to instrument number(s) _____</p> <p>(10) Party(ies) (Set out Status or Interest) Name(s) _____ Signature(s) _____ Date of Signature Y M D METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 831 Per: <u>[Signature]</u> 2009 12 16 <u>John A.A. Deacon</u> by its solicitors, Deacon Spears Fedson & Montizambert</p> <p>(11) Address for Service c/o Channel Property Management Inc., #8A - 7500 Martin Grove Road, Woodbridge, ON M4L 8S9</p> <p>(12) Party(ies) (Set out Status or Interest) Name(s) _____ Signature(s) _____ Date of Signature Y M D</p> <p>(13) Address for Service _____</p> <p>(14) Municipal Address of Property MULTIPLE</p> <p>(15) Document Prepared by: condo by-laws Deacon, Spears, Fedson + Montizambert 2900 - 2300 Yonge Street P.O. Box 2384 Toronto, ON M4P 1E4</p>	(1) Registry <input type="checkbox"/>	Land Titles <input checked="" type="checkbox"/>	(2) Page 1 of 13 pages	(3) Property Identifier(s) 11831	Block 11831	Property 0001 0668, inclusive	(4) Nature of Document Condominium Bylaw No. 5 (Condominium Act 1998)			(5) Consideration Dollars \$			(6) Description All Units and common elements comprising the property in Metropolitan Toronto Condominium Plan No. 831 together with their appurtenant common interest City of Toronto Land Titles Division of the 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"/>
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(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"/>																	

	Fees and Tax
Registration Fee	X 70
Total	70

FORM 11

Condominium Act, 1998

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

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 831
(known as the "Corporation") certifies that:

1. The copy of By-law Number 5 attached as Schedule A, is a true copy of the By-law.
2. The By-law was made in accordance with the *Condominium Act, 1998*.
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

DATED this 16th of DECEMBER, 2009.

**METROPOLITAN TORONTO CONDOMINIUM
CORPORATION NO. 831**

Per: B. Roy

Name: BHUPENDER RAJ
Title: PRESIDENT

Per: [Signature]

Name: DASHID KHAN
Title: SECRETARY

I/WE HAVE AUTHORITY TO BIND THE CORPORATION

Schedule "A"

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 831BY-LAW NO. 5

WHEREAS the Board of Directors has resolved that certain major repairs to the common elements of Metropolitan Toronto Condominium Plan No. 831 should be funded by way of a loan;

AND WHEREAS paragraph 56(1)(e) and subsection 56(3) of the *Condominium Act*, 1998, S.O. 1998 c. 19 provide for authorization of borrowing by a condominium corporation by by-law;

NOW THEREFORE BE IT ENACTED as a by-law of Metropolitan Toronto Condominium Corporation No. 831 as follows:

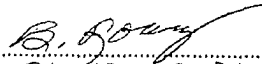
ARTICLE 1

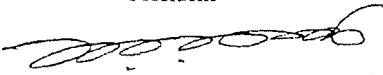
The Board of Directors is hereby authorized to borrow up to \$3,500,000.00 on terms and at rates to be negotiated and resolved by the Board of Directors, provided such funds are used for major repairs to the common elements.

Metropolitan Toronto Condominium Corporation No. 831 hereby enacts the foregoing By-Law passed by the Board of Directors and confirmed by a vote of owners who own not less than a majority of the units.

DATED at the City of Toronto this 16th day of December, 2009.

Metropolitan Toronto Condominium Corporation No. 831

Per: 
BHUPENDER RAI
President

Per: 
RASHID KHAN
Secretary

We have authority to bind the Corporation

D-130997

DECLARATION

MAPLEDALE

MADE PURSUANT TO THE CONDOMINIUM ACT

THIS DECLARATION (hereinafter called the "Declaration") is made and executed pursuant to the provisions of the Condominium Act R.S.O., 1980, Chapter 84, as amended from time to time, and the regulations made thereunder (all of which are hereinafter collectively referred to as the "Act").

BY:

MAPLEDALE DEVELOPMENTS INC., a
corporation incorporated under
the laws of the Province of Ontario

(hereinafter called the "Declarant")

WHEREAS the Declarant is the owner in fee simple of lands and premises situate in the City of Scarborough, in the Municipality of Metropolitan Toronto, and being more particularly described in Schedule "A" attached hereto and in the description submitted herewith by the Declarant for registration in accordance with Section 4 of the Act (hereinafter called the "description");

AND WHEREAS the Declarant has constructed a building upon the said lands part of which contains 331 dwelling units and 337 locker units;

AND WHEREAS the above described units are designated as follows:

- (a) The 331 dwelling units are designated as:
Units 1 to 5 inclusive on Level A;
Units 1 to 11 inclusive on Levels 1; and
Unit 1 to 21 inclusive on Levels 2 to 16;
- and,
- (b) The 337 locker units are designated as:
Units 6 to 85 inclusive on Level A; and,
Units 1 to 257 inclusive on Level B.

AND WHEREAS the Declarant intends that the said lands together with the part of the said building constructed thereon, shall be governed by the Act.

NOW THEREFORE the Declarant hereby declares as follows:

ARTICLE 1.00 - INTRODUCTION

1.01 Definitions

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

- (a) "Board" means the Board of Directors of this Corporation from time to time.
- (b) "Corporation", "this Corporation" or "this Residential Condominium" means the Condominium Corporation created by the registration of this Declaration and the description pursuant to the Act.
- (c) "Gas Control System" means the methane gas control system constructed pursuant to the terms and conditions of an agreement between King County Development Corporation, Southville Holdings Limited and The Corporation of the Borough of Scarborough registered in the Land Titles Office at Toronto as No. C-324134 (the "Gas Control System Agreement") and referred to therein as "the control system".

(d) "Property" means the land and interests appurtenant to the land described in the description and in Schedule "A" annexed hereto, and includes any land and interests appurtenant to land that are added to the common elements.

(e) "Rules" means the Rules passed by the Board of the Corporation and become effective pursuant to Section 29 of the Act.

(f) "Unit" means a part or parts of the land included in the Corporation's description (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 this space in accordance with the Declaration and description.

1.02 Statement of Intention

The Declarant intends that the lands described in Schedule "A" and in the description and the interests appurtenant to the said lands (the "lands") be governed by the Act.

1.03 Consent of Mortgagees

The consent of every person having a registered mortgage against the lands described in Schedule "A" is contained in Schedule "B" attached hereto.

1.04 Boundaries of Units and Monuments

The monuments controlling the extent of the units are the physical surfaces mentioned in the boundaries of the units set forth in Schedule "C" attached hereto.

1.05 Common Expenses Allocation

Each owner shall contribute to the common expenses in the proportions set forth opposite each unit number in Schedule "D" attached hereto. The total of the proportions of the common expenses shall be one hundred percent (100%).

1.06 Common Interest Allocation

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

1.07 Exclusive Use Common Elements

Subject to the provisions of the Act and the Declaration, the owner of those units as are designated in Schedule "F" attached hereto shall have the exclusive use of those parts of the common elements as set forth on Schedule "F".

1.08 Mailing Address and Address for Service

The Corporation's address for service shall be:
MTCC831

3050 ELLESMERE ROAD
SCARBOROUGH, ONTARIO
M1E 5E6 BOX NO PH23 CANADA

or such other address as the Corporation may determine in accordance with the provisions of the Act. The Corporation's mailing address shall be:

MTCC831
3050 ELLESMERE ROAD
SCARBOROUGH, ONTARIO
M1E 5E6 BOX NO. PH23 CANADA

2

or such other address as the Corporation may determine in accordance with the provisions of the Act.

ARTICLE 2.00 - DUTIES OF THE CORPORATION

2.01 Duties

In addition to the Corporation's duties under the Act, the duties of the Corporation shall include but shall not be limited to the following:

- (i) to operate, maintain, monitor and inspect the Gas Control System pursuant to and in accordance with the terms of the Gas Control System Agreement, and/or any other agreement or governmental requirement in respect or relating to the Gas Control System;
- (ii) controlling, managing and administering the common elements and the assets of the Corporation subject to the provisions of the Declaration;
- (iii) operating and maintaining the common elements in a fit and proper condition, subject to the provisions of the Declaration;
- (iv) collecting the common expenses assessed against the owners;
- (v) obtaining and maintaining such insurance as may be required by the Act, the Declaration, or the By-Laws and in the manner contemplated therein;
- (vi) causing audits to be made after every year-end making financial statements available to the owners and mortgagees in accordance with the Act and the By-Laws; and
- (vii) effecting compliance by the owners with the Act, the Declaration, the By-Laws and the Rules.

ARTICLE 3.00 - SPECIFICATION OF COMMON EXPENSES

3.01 Meaning of Common Expenses

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

3.02 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 By-Laws of the Corporation.

3.03 Certificate of Common Expenses (Estoppel Certificate)

The Corporation shall upon request, provide the requesting party on payment of an amount up to the maximum prescribed fee under the Act, with an Estoppel Certificate and accompanying statements and information in accordance with Section 32(8) of the Act. The Corporation shall forthwith provide a duplicate thereof without additional charge if requested. The Corporation shall provide the Declarant with an Estoppel Certificate and all such accompanying statements and information as may be requested from time to time by or on behalf of the Declarant in connection with a sale or mortgage of a unit or units, all at no charge or fee to the Declarant or person requesting same on behalf of the Declarant.

ARTICLE 4.00 - OCCUPATION AND USE OF COMMON ELEMENTS

4.01 General Use

(a) Each owner may make reasonable use of, and has the right to enjoy the whole or any part of the common elements, subject to any conditions or restrictions set out in the Act, the Declaration, the Corporation's By-Laws and the Rules. However, no condition shall be permitted to exist and no activity shall be carried on in the common elements that is likely to damage the property or that will unreasonably interfere with the use or enjoyment by other owners of the common elements or the other units, or that results in cancellation or the threat of cancellation of any policy of insurance referred to in the Declaration.

(b) No owner shall make any change or alteration to an installation upon the common elements, or maintain, decorate, alter or repair any part of the common elements, except for maintaining or repairing those parts of the common elements which he has a duty to maintain or repair, without obtaining the approval of the Corporation in accordance with the Act. The foregoing shall not prevent the Declarant from doing any of the foregoing, nor shall it prevent any owner or other person from making any change, alteration, installation or encroachment upon or to any part of the common elements pursuant to the terms of any properly authorized lease granted by the Corporation to such owner or other person for such purpose.

(c) Notwithstanding anything herein provided to the contrary, and notwithstanding any Rules or By-Laws of the Corporation to the contrary:

(i) nothing in this Declaration shall prevent the Declarant from being entitled to complete the building and all improvements to the property, or from maintaining on the common elements, models for display and sales purposes, construction offices and/or sales offices;

(ii) the Declarant shall be entitled to erect and maintain signs for marketing and/or sales purposes upon the common elements and within or outside any unsold dwelling units,

pursuant to any of its on-going marketing and/or sales program in respect of this Corporation at such location, and having such dimensions, as the Declarant determines, in its sole discretion, until all units or proposed units in this Corporation have been sold.

(d) Each exclusive use parking area as set out in Schedule "F" attached hereto and Sheets 1, 2, 3, and 4 of Part 3 of the Description shall be used only for the parking of one motor vehicle or for any additional use or purpose provided for by the Rules of the Corporation or as permitted by the Declarant, provided that such use conforms to all applicable municipal By-laws, ordinances and applicable building codes. Without restricting any wider definition of motor vehicles as may be imposed by the Board, "motor vehicle" shall be deemed to include a private passenger automobile, station wagon and motorcycle as is customarily understood;

(e) Notwithstanding the provisions of subparagraph 4.01(d) above, the exclusive use parking areas listed below may be used for the parking of two motor vehicles or for such additional use or purposes provided for by the Rules of the Corporation or as permitted by the Declarant, provided that such use conforms to all applicable municipal By-laws, ordinances and applicable building codes. Without restricting any wider definition of motor vehicles as may be imposed by the Board, "motor vehicle" shall be deemed to include a private passenger automobile, station wagon and motorcycle as is customarily understood;

A

(f) Any common element parking space designated from time to time by the Board as a "Visitor Parking Space", shall be used only by visitors and guests of residents of dwelling units, or by persons attending at the property at the invitation of the Corporation, and only for the purpose of parking thereon one motor vehicle.

(g) No animal, livestock, fowl, reptile or any pet shall be kept upon the common elements, including those parts thereof which any owner has the exclusive use.

(h) No person shall use a barbecue nor permit the use of any barbecue on any portion of the common elements, including on any exclusive use common element balcony, except in any area or areas specifically designated by the Condominium Corporation as a barbecuing area. For greater certainty and without restricting the generality of the foregoing, no person shall use a barbecue or permit the use of a barbecue on any exclusive use common element balcony or on that part of the common elements of this condominium corporation designated as Part 4 on Reference Plan No. 66R-14777.

4.02 Restricted Access - General

Without the consent in writing of the Board, no owner, (other than the Corporation or any of its designated agents or employees) shall have any rights of access to those parts of the common elements used from time to time as utilities areas, building maintenance or storage areas, Manager's offices (if any), as an area for operating machinery or any mechanical or electrical system serving any part of the property, or for the care, maintenance or operation of any part of the property. This section shall not apply to any mortgagee holding mortgages on at least ten percent (10%) of the units, if exercising a right of access for purposes of inspection upon giving forty-eight (48) hours notice to the Corporation or its managing agent.

4.03 Modification of Common Elements and Assets

For the purposes of Section 38 of the Act, the Board may decide whether any addition, alteration, or improvement to or renovation of the common elements, or any change to the assets of the Corporation is substantial.

ARTICLE 5.00 - RESTRICTIONS ON USE OF LOCKER UNITS

5.01 Restrictions on Use of Locker Units

(a) Any of the locker units may at any time be sold or leased either separately or in combination with other units, provided that:

(i) any such sale of a locker unit is made only to an owner of a dwelling unit in this Corporation;

(ii) any such lease of a locker unit is made only to an owner or a tenant of a dwelling unit;

(iii) the term of any lease of any locker unit to a tenant of a dwelling unit shall not extend beyond the term of such tenancy of such dwelling unit;

(iv) every lease in respect of a locker unit shall provide, or shall be deemed to provide, that where the lessee of a locker unit is also an owner of a dwelling unit above described, upon a sale, transfer or conveyance of such owner's dwelling unit, the lease must be assigned to the new owner of such dwelling unit, or else revert to the lessor of such locker unit.

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ARTICLE 6.00 - OCCUPATION AND USE OF UNITS

6.01 General Use

(a) No unit shall be occupied or used by anyone in such a manner as is likely to damage the property or that will unreasonably interfere with the use or enjoyment by other owners of the common elements or their units or that may result in the cancellation or threat of cancellation of any policy of insurance referred to in the Declaration. In the event the use made by any owner of his unit, other than by the Declarant, results in any premium of any insurance policy insuring the interest of the Corporation being increased or cancelled, such owner shall be liable to pay to the Corporation that part of the insurance premium payable as a result, in excess of the insurance premium otherwise payable by the Corporation to insure any risk against which the Corporation is obliged to insure pursuant to the Act or this Declaration, and such owner shall also be liable to pay to the Corporation all other costs or expenses it incurs as a result;

(b) The owner of each unit shall comply, and shall require all residents, tenants, permitted occupants, invitees and licensees of his unit to comply with the Act, the Declaration, the By-Laws and the Rules;

(c) No owner, other than the Declarant, shall make any structural change or structural alteration within his unit, nor shall he make any change within his unit which affects any servicing system which services any other unit, interferes with the external or aesthetic appearance of the building, affects inter unit demising walls, load-bearing partition walls or the plumbing, heating, electrical or air conditioning system, without the prior written consent of the Board;

(d) In issuing or giving the consent contemplated in the immediately preceding subparagraph 6.01(c) the Board may require prior to giving its consent, that the owner comply with and satisfy the reasonable requirements imposed by the Board, including without restricting the generality of the foregoing, the following requirements:

(i) That copies of all plans and specifications are delivered to it from a certified architect or engineer showing in complete detail the proposed alteration or change illustrating in sufficient detail, the manner in which the common elements of the Corporation may be affected;

(ii) That the owner seeking to make such alteration or change complies with all Rules, Regulations and ordinances of any applicable governmental authority having jurisdiction;

(iii) That such unit owner satisfies the Board, (the Board acting reasonably) that the use made by other unit owners and the Corporation of the units and common elements will not be unduly or unreasonably altered or disturbed by such alteration or change and that such construction in the unit does not unduly affect the structural integrity of any unit or of the common elements, nor interfere with the electrical, heating or other mechanical systems servicing other units or the common elements. The Board may require the payment of a deposit to be made to it by such owner to secure any of the obligations or matters described or referred to in this subparagraph 6.01(d);

(iv) That adequate measures are taken to ensure that any noise or vibration caused to any other owner or permitted occupant of the property arising from the proposed alteration or change of the unit are minimized to the satisfaction of the Board;

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(v) That such owner agrees in writing to execute such further assurances and agrees to indemnify and save the Corporation harmless from any cost, expense, damage or liability caused to or incurred by it arising from such alteration or change.

6.02 Use of Dwelling Units

Each dwelling unit shall be occupied and used only for private single-family residential purposes and for no other purpose; provided however, that the foregoing shall not prevent the Declarant from completing the building and all improvements to the property, maintaining units as models for display and for sales purposes, and otherwise maintaining construction offices, displays and signs pursuant to the Declarant's ongoing marketing and construction program, at such locations and which signs or displays have such dimensions, as the Declarant may determine in its sole discretion, until units have been sold by the Declarant.

6.03 Use of Locker Units

Locker units shall be used only for storage purposes.

6.04 Pets

No animal, livestock, fowl, reptile or any pet shall be kept in any unit.

ARTICLE 7.00 - LEASING OF UNITS

7.01 Notification of Lease

(a) Where a unit is leased, the lessor of the unit shall notify the Corporation that the unit is leased and shall provide to the Corporation, the lessee's name and the lessor's address;

(b) In addition, no owner other than the Declarant, shall lease his unit unless he first delivers to the Corporation a covenant or Agreement signed by the tenant to the following effect:

"I acknowledge and agree that I, the members of my household, my licensees, sublessee and my guests from time to time, will, in using the unit leased by me and the common elements, comply with the Condominium Act, the Declaration, the By-Laws, all Rules and regulations of the Corporation, during the term of my tenancy, and will be subject to the same duties imposed by the above as if I were a unit owner, except for the payment of common expenses, unless otherwise provided by the Condominium Act."

7.02 Lessees' Liability

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

7.03 Owners' Liability

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

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ARTICLE 8.00 - MAINTENANCE AND REPAIRS AFTER DAMAGE

8.01 Maintenance and Repairs to Dwelling Units

(a) Each owner of a dwelling unit shall maintain his dwelling unit. Subject to the provisions of this Declaration, each owner shall repair his dwelling unit as aforesaid after damage, all at his own expense;

(b) Notwithstanding anything hereinbefore provided to the contrary, each owner shall be responsible for all damages to any and all other units and/or the common elements which are caused by the failure of such owner to so maintain or repair his unit, save and except for any such damages for which the cost of repairing same may be recovered under any policy or policies 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 incurred shall bear interest at a rate equal to the greater of the prime rate of interest per annum charged by the Canadian Imperial Bank of Commerce, in the City of Toronto, to its most creditworthy Commercial customers from time to time plus four percent (4%) and eighteen percent (18%) compounded monthly until paid by such owner. The Corporation may in accordance with the Act collect such costs in such instalments as the Board may decide upon, which instalments shall be added to the monthly contributions towards the common expenses of such owner, after his receipt of written notice from the Corporation thereof, and such costs shall be treated in all respects as common expenses, and shall be recoverable as such;

(d) In addition to the requirements of Section 42 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, notice that substantial damage has occurred to the property, along with notice of the meeting to be held to determine whether or not to repair such damage.

8.02 Maintenance and Repairs to Common Elements and Locker Units

(a) Save as set forth herein, the Corporation shall maintain and repair after damage, the common elements and the locker units. This duty to maintain and repair shall extend to all doors which provide access to the units and all windows, (except maintenance to the interior surface thereof, the responsibilities for which shall be left to the affected unit owner);

(b) Every owner from time to time shall forthwith reimburse the Corporation for repairs made to windows and doors serving his unit, to the locker units and for repairs to any part of the common elements caused by his negligence or intentional misconduct or that of his residents, tenants, invitees, licensees or members of his family, to the extent that those costs may not be recovered under any policy of insurance held by the Corporation.

ARTICLE 9.00 - INSURANCE

9.01 Insurance Maintained by the Corporation

(a) Fire and Extended Risks

The Corporation shall obtain and maintain insurance against damage by fire, major perils as defined in the Act, and against "all risks" as is generally available from Commercial insurers in a standard "all risks" insurance policy as well as insurance against such other perils or events as the Board may from time to time deem advisable, insuring:

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

Such insurance shall be in an amount equal to the full replacement cost of such real and personal property, and such units, without deduction for depreciation. This insurance may be subject to the minimum loss deductible clause which may vary in respect of the various perils insured against, as advised is prudent by the Corporation's insurance advisors or managing agent.

(b) Public Liability and Boiler Insurance

The Corporation shall obtain and maintain public liability and property damage insurance, with such limits as 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 Provisions Re: Policies of Insurance

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

- (i) proceeds arising from any loss shall be payable to the Insurance Trustee, subject to the provisions of this Declaration to the contrary;
- (ii) waivers of subrogation against the Corporation, its Manager, agents, employees and servants, and against the owners and any resident or tenant of a unit, and in any event excluding 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 prior written notice sent by registered mail to all parties whose interests appear thereon and to the Insurance Trustee;
- (iv) waivers of any defence based on co-insurance or invalidity arising from any act or omission, or breach of a statutory condition by any insured;
- (v) provisions that the same shall be primary insurance in respect of any other insurance carried by the unit owners; and
- (vi) waiver of the insurer's option to repair, rebuild or replace in the event that after damage, the government of the property is terminated pursuant to

the Act, but this latter provision shall not be required to be contained in the Corporation's public liability policy referred to in subparagraph 9.01(b) above.

9.02 General Provisions Regarding the Condominium Insurance

(a) Prior to obtaining any policy or policies of insurance under this part, (save for the Corporation's public liability policy referred to in subparagraph 9.01(b) above), or any renewal or renewals thereof and also upon the request of any mortgagee holding mortgages on fifty percent (50%) or more of the units, 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 property, for the purpose of determining the amount of insurance to be effected pursuant thereto. 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) Save as set forth herein to the contrary, 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 or on behalf of 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 where such right would prevent application of such proceeds to repair the property. This subparagraph (c) shall be read without prejudice to the right of any mortgagee to exercise the right of an owner to vote or to consent, if the mortgage itself contains such a provision and also shall be read without prejudice to the right of any mortgagee to receive the proceeds of any insurance policy if the property is not repaired or replaced.

(d) A certificate or memorandum of all insurance policies and endorsements thereto shall be issued as soon as possible to each owner and 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 to such mortgagee who has notified the Corporation of his interest in any unit, no later than then (10) days before the expiry of any current insurance policy. The master policy or policies for the insurance coverage shall be kept by the Corporation in its office, available for inspection by any owner or mortgagee or other insured or by the Insurance Trustee on reasonable notice to the Corporation.

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

(f) The Corporation shall not disburse or cause to be disbursed to any unit owner, the proceeds of any insurance insuring the Corporation's interest, payable as a result of any damage caused to any unit, until the owner of such unit has effected the required repair of at least an amount up to the amount of the said repair which can be effected from such proceeds so payable.

9.03 Indemnity Insurance

The Corporation, no earlier than the turnover meeting held pursuant to Section 26 of the Act, shall (and prior thereto may at its option) obtain and maintain insurance for the benefit of directors or 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 24(1) of the Act.

9.04 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:

(a) Insurance on any additions or improvements made by the owner to his unit and on furnishings, fixtures, equipment, decorating and personal property and chattels of the owner contained within his unit, and on his personal property and chattels stored elsewhere on the property, including his automobile or automobiles, 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 Manager, agents, employees and servants, and against the other owners and any residents, tenants, invitees or licensees of such other units, except for any damage arising from vehicle impact, arson or fraud caused or contributed by any of the above.

(b) Public liability insurance covering any liability of any owner or any resident, tenant, invitee or licensee of his unit, to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation.

(c) Insurance covering additional living expenses or business expenses, if applicable, incurred by an owner if forced to leave his 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.

9.05 Insurance Trust Agreement

(a) The Corporation shall enter into, and at all times maintain, in accordance with any applicable provision of this Declaration, an Insurance Trust Agreement (herein referred to as the "Insurance Trust Agreement") with a trust company, registered under the Loan and Trust Corporations Act, or a chartered bank or other firm qualified to act as an Insurance Trustee (herein referred to as the "Insurance Trustee"). Such Agreement shall provide that the Trustee shall hold all insurance proceeds which are subject to the terms of the Insurance Trust Agreement, in trust and disburse the proceeds in satisfaction of the Corporation's and owners' respective obligations to repair, in accordance with the provisions of the Act and this Declaration.

(b) The Insurance Trust Agreement shall commence upon the date of registration of the Corporation, and shall run for a period of twelve (12) months thereafter, whereupon in the event that a new Board of Directors has not yet been elected by the unit owners at a meeting called pursuant to Section 26 of the Act (the "turnover meeting"), then such Insurance Trust Agreement shall be renewed for a further twelve (12) month period, upon written notice delivered by the Corporation to the Insurance Trustee requesting the renewal of same. When a new Board of Directors has been elected at the turnover meeting, then the Insurance Trust Agreement shall terminate at the end of the twelve (12) month period during which the turnover meeting was held, unless same is ratified by the new Board. If ratified as aforesaid, the Insurance Trust Agreement (or any renewal thereof) shall continue automatically on an annual basis until sixty (60) days after the Corporation delivers written notice to the Insurance Trustee of its desire to terminate the Agreement. If the Insurance Trust Agreement is not ratified as aforesaid, then

the new Board of Directors shall forthwith cause the Corporation to enter into a new Insurance Trust Agreement with another trust company, chartered bank or other firm qualified to act as an Insurance Trustee, so that an Insurance Trust Agreement will at all times be in existence and maintained by the Corporation in accordance with the provisions of this Declaration.

ARTICLE 10.00 - GENERAL MATTERS

10.01 Rights of Entry

(a) The Corporation or any insurer of the property (or any part thereof), their respective agents, employees or authorized representatives shall be entitled to enter any unit at all reasonable times and upon giving reasonable notice, for the purposes of making inspections, adjusting losses, making repairs to the common elements, to other unit(s) or to any servicing systems (including physical installations which service or benefit any part of the property), to correct any condition which violates the provisions of any insurance policy or policies insuring any part of the property, remedy any condition which might result in damage to the property, or to carry out any duty imposed by the Act or the Declaration upon the Corporation.

(b) In case of an emergency, any agent, employee or authorized representative of the Corporation, may enter a unit at any time without notice, for the purpose of repairing the unit, the common elements or any part of the common elements over which any owner has the exclusive use, or for the purpose of correcting any condition which might result in damage or loss to the property or to any assets of the Corporation. The Corporation or any one authorized by it, may at its sole discretion determine whether such an emergency exists.

(c) If any owner, resident or tenant of a unit shall not be personally present to grant entry to such unit to any person described in the immediately preceding subparagraph (b), the Corporation, any mortgagee as described in the immediately preceding subparagraph, or any person authorized by the Corporation, or any of their agents or employees may enter upon such unit without rendering it or them liable to any claim or cause of action for damages by reason thereof, provided that they exercise reasonable care.

(d) The Corporation shall retain a 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 to any part of the common elements of which such owner has the exclusive use, without immediately providing to the Corporation a key for each new or changed lock.

(e) The rights and authority hereby reserved to the Corporation, any person authorized by the Corporation as aforesaid, any insurer, or their respective agents, employees or authorized representatives, do not impose upon them any responsibility or liability whatsoever for the care or supervision of any unit except as specifically provided in this Declaration or the By-Laws. The Corporation shall not be liable for damage or loss howsoever caused, as a result of misuse of keys in the Corporation's possession, or as a result of the negligence or dishonest acts of the Corporation's agents or employees.

10.02 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 from any act or omission of any resident, tenant, invitee or licensee of an owner's unit, to or with respect to the common elements, and/or to any unit,

except for any loss, costs, damage, injury or liability insured against by the Corporation and for which insurance is in fact payable. Each owner shall also indemnify and save the Corporation harmless from any loss, costs, damage, injury or liability which the Corporation may suffer by reason of any breach of the Condominium Act, the Declaration, the By-Laws or Rules by any owner, members of his family, guests or occupants of his unit, including but without limiting the generality of the foregoing, the full amount of any legal fees and disbursements incurred by the Corporation as a result thereof. All payments to be made by any owner pursuant to this section are deemed to be additional contributions toward the common expenses payable by such owner, and are allocated and are recoverable as such.

10.03 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 or enforceability of the remainder of this Declaration.

10.04 Waiver

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

10.05 Notice

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

(a) 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 to the Corporation for its record, or if no such address has been given to the Corporation, then to such owner addressed to his respective unit.

(b) 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.

(c) 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.

If any 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.

10.06 Construction of the Declaration

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

10.07 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.

DATED at the City of Toronto, in the Municipality of Metropolitan Toronto and Province of Ontario this 30th day of June, 1989.

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

MAPLEDALE DEVELOPMENTS INC.

Per: _____

President: G. Daniel Hung

Per: _____

Secretary: Henry Hung

wp/maple/maple.dec
0614891455Jm

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SCHEDULE 'A'

In the City of Scarborough, in the Municipality of Metropolitan Toronto and Province of Ontario, being composed of:

FIRSTLY

Part of Block A, according to a plan registered in the Land Registry Office for the Land Titles Division of Metropolitan Toronto as Plan M-1227, designated as PART 2 upon a plan of survey of record deposited in the said Land Registry Office as Plan 66R-14777;

SUBJECT TO a right-of-way in the nature of an easement in favour of The Corporation of The Borough of Scarborough in, over, along and upon that part of Block A upon said Registered Plan M-1227, designated as PART 12 upon a plan of survey of record deposited in the said Land Registry Office as Plan 66R-10497 within the limits of PART 2 upon said Plan 66R-14777, for the purposes as set out in Instrument No. A-284135;

Being all of Parcel A-2, Section M-1227.

SECONDLY

Part of Block A, according to said Registered Plan M-1227, designated as PARTS 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 upon said Plan 66R-10497;

SUBJECT TO a right in the nature of an easement in favour of The Corporation of The Borough of Scarborough in, over, along and upon that part of Block A upon said Registered Plan M-1227, designated as PART 16 upon a plan of survey of record deposited in the said Land Registry Office as Plan R-3664 contained within the limits of PARTS 7, 8 and 11 upon said Plan 66R-10497, for the purposes as set out in Instrument No. A-244872;

SUBJECT TO a right-of-way in the nature of an easement in favour of The Corporation of the Borough of Scarborough in, over, along and upon that part of Block A upon said Registered Plan M-1227, designated as PART 10 upon a plan of survey of record deposited in the said Land Registry Office as Plan R-4105 contained within the limits of PARTS 12 and 13 upon said Plan 66R-10497, for the purposes as set out in Instrument No. A-284135.

THIRDLY

Part of Block A upon said Registered Plan M-1227, designated as PARTS 1, 3 and 4 upon said Plan 66R-14777;

SUBJECT TO a right in the nature of an easement in favour of The Corporation of The Borough of Scarborough in, over, along and upon that part of Block A upon said Registered Plan M-1227, designated as PART 16 upon said Plan R-3664 contained within the limits of PART 1 upon said Plan 66R-14777 for the purposes as set out in Instrument No. A-244872;

SUBJECT TO a right-of-way in the nature of an easement in favour of The Corporation of The Borough of Scarborough in, over, along and upon that part of Block A, upon said Registered Plan M-1227, designated as PART 10 upon said Plan R-4105 contained within the limits of PART 1 upon Plan 66R-14777 for the purposes as set out in Instrument No. A-284135.

Being all of Parcel A-4, Section M-1227.

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June 13, 1989
Ref: 88-131-0

File: 011C

MAR 17 1989

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SCHEDULE "B"

The Condominium Act, R.S.O., 1980, c. 84
Consent Under Clause b of Subsection 1
of Section 3 of the Act

The Canadian Imperial Bank of Commerce having a registered mortgage within the meaning of clause b of subsection 1 of section 3 of the Condominium Act, R.S.O., 1980, registered as Number C426933 in the Land Registry Office for the Land Titles Division of Metropolitan Toronto (No. 66) hereby consents to the registration of this declaration pursuant to the Condominium Act, R.S.O., 1980, against the land or interests appurtenant to the land described in the description.

WITNESS:



CANADIAN IMPERIAL BANK OF COMMERCE
Per: _____

Vice President, Manager

Asst. Secretary

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SCHEDULE 'C'

Each dwelling unit and locker unit shall comprise the area within the heavy lines shown on Part, 1 Sheet 1 and Part 2, Sheets 1, 2 and 3 of the Description with respect to the unit numbers indicated thereon. The monuments controlling the extent of the units are the physical surfaces and planes referred to below, and are illustrated on Part 1, Sheet 1 and Part 2, Sheets 1, 2 and 3 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 DWELLING UNITS

(being Units 1 to 11 inclusive on Level 1, Units 1 to 21 inclusive on Levels 2 to 16 inclusive, and Units 1 to 5 inclusive on Level A).

Horizontally

- (a) The upper surface of the unfinished concrete floor slab on which the unit rests.
- (b) The lower surface of the concrete ceiling slab.

Vertically

- (a) The backside surface of the drywall sheathing separating one unit from another such unit, or from the common element.
- (b) The unfinished or unit side surface of all exterior doors, door frames, windows and window frames, the said doors and windows being in a closed position, and the glass panels contained therein.
- (c) In the vicinity of ducts, pipe spaces, air-conditioning equipment and concrete columns, the unit boundaries are the backside surfaces and plane of the drywall sheathing enclosing said ducts, pipe spaces, air-conditioning equipment and concrete columns.

3. BOUNDARIES OF LOCKER UNITS

(being Units 6 to 85 inclusive on Level A, and Units 1 to 257 inclusive on Level B).

Horizontally

- (a) The upper surface of the concrete floor slab on which the unit rests.
- (b) The unit side surface of the wire mesh situate over the unit.
- (c) The plane 1.90 metres above the upper surface of the concrete floor slab for Units 82 and 120 on Level B.

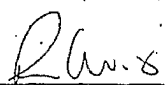
Vertically

- (a) The unit side surface of the concrete or block masonry walls on unfinished walls.
 - (b) The unit side surface of the wire mesh.
 - (c) The interior or unit side surface of the wire mesh doors.
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Notwithstanding the above, no dwelling unit or locker unit shall include:

- (a) Any exterior window and window frame, door and door frame leading out of the unit, including any glass panels contained therein.
- (b) Any concrete floor slab, load bearing column, structural member or load bearing partitions contained within the unit.
- (c) Any pipe, wire, cable, conduit, duct, shaft or public utility line used for power, cable television, water, heating, air-conditioning, security system or drainage which is located within the unit and provides such service or utility to another unit or units, but the unit shall include all fixtures, outlets, or other facilities with respect to any such services or utilities which are located within the boundaries of the unit and which serves the unit only.

June 13, 1989
Ref: 88-131-0


R. Avis, Ontario Land Surveyor

File: 009C

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SCHEDULE "D"
MAPLEDALE CONDOMINIUM

DWELLING UNITS

<u>UNIT</u>	<u>LEVEL</u>	<u>% COMMON INTEREST AND COMMON EXPENSE CONTRIBUTION</u>
1	A	.28772
2	A	.29743
3	A	.2905
4	A	.2877
5	A	.3390
1	1	.2877
2	1	.2877
3	1	.2905
4	1	.29743
5	1	.3390
6	1	.4246
7	1	.2109
8	1	.2793
9	1	.2800
10	1	.2835
11	1	.2182
1	2	.2877
2	2	.2877
3	2	.2905
4	2	.2877
5	2	.3390
6	2	.44493
7	2	.2618
8	2	.2894
9	2	.2905
10	2	.30363
11	2	.32393
12	2	.2859
13	2	.2287
14	2	.3694

19

20

<u>UNIT</u>	<u>LEVEL</u>	<u>% COMMON INTEREST AND COMMON EXPENSE CONTRIBUTION</u>
15	2	.3701
16	2	.2259
17	2	.2259
18	2	.2269
19	2	.30753
20	2	.3397
21	2	.3397
1	3	.2877
2	3	.29743
3	3	.2905
4	3	.2877
5	3	.3390
6	3	.4352
7	3	.2618
8	3	.2894
9	3	.2905
10	3	.2939
11	3	.3142
12	3	.2859
13	3	.2287
14	3	.3694
15	3	.3701
16	3	.2259
17	3	.2259
18	3	.2269
19	3	.2978
20	3	.34943
21	3	.34943
1	4	.2877
2	4	.2877
3	4	.2905

20

21

<u>UNIT</u>	<u>LEVEL</u>	<u>% COMMON INTEREST AND COMMON EXPENSE CONTRIBUTION</u>
4	4	.2877
5	4	.3390
6	4	.44493
7	4	.2618
8	4	.2894
9	4	.2905
10	4	.2939
11	4	.3142
12	4	.2859
13	4	.2287
14	4	.3694
15	4	.3701
16	4	.2259
17	4	.2259
18	4	.2269
19	4	.2978
20	4	.34943
21	4	.3397
1	5	.2877
2	5	.2877
3	5	.2905
4	5	.2877
5	5	.3390
6	5	.4352
7	5	.2618
8	5	.2894
9	5	.2905
10	5	.2939
11	5	.3142
12	5	.2859
13	5	.2287
14	5	.37913

21

22

<u>UNIT</u>	<u>LEVEL</u>	<u>% COMMON INTEREST AND COMMON EXPENSE CONTRIBUTION</u>
15	5	.37983
16	5	.2259
17	5	.23563
18	5	.2269
19	5	.2978
20	5	.3397
21	5	.3397
1	6	.2877
2	6	.2877
3	6	.2905
4	6	.29743
5	6	.3390
6	6	.4352
7	6	.2618
8	6	.2894
9	6	.2905
10	6	.2939
11	6	.32393
12	6	.2859
13	6	.2287
14	6	.3694
15	6	.3701
16	6	.2259
17	6	.2259
18	6	.2269
19	6	.2978
20	6	.3397
21	6	.3397
1	7	.2877
2	7	.2877
3	7	.2905

22

23

<u>UNIT</u>	<u>LEVEL</u>	<u>% COMMON INTEREST AND COMMON EXPENSE CONTRIBUTION</u>
4	7	.2877
5	7	.3390
6	7	.4352
7	7	.2618
8	7	.2894
9	7	.2905
10	7	.2939
11	7	.32393
12	7	.2859
13	7	.2287
14	7	.37913
15	7	.3701
16	7	.23563
17	7	.2259
18	7	.2269
19	7	.2978
20	7	.3397
21	7	.34943
1	8	.2877
2	8	.2877
3	8	.30023
4	8	.2877
5	8	.3390
6	8	.4352
7	8	.2618
8	8	.2894
9	8	.2905
10	8	.2939
11	8	.3142
12	8	.2859
13	8	.2287
14	8	.3694

23

24

<u>UNIT</u>	<u>LEVEL</u>	<u>% COMMON INTEREST AND COMMON EXPENSE CONTRIBUTION</u>
15	8	.3701
16	8	.2259
17	8	.2259
18	8	.2269
19	8	.2978
20	8	.3397
21	8	.3397
1	9	.2877
2	9	.29743
3	9	.2905
4	9	.2877
5	9	.3390
6	9	.44493
7	9	.2618
8	9	.2894
9	9	.2905
10	9	.2939
11	9	.32393
12	9	.2859
13	9	.2287
14	9	.3694
15	9	.37983
16	9	.2259
17	9	.2259
18	9	.2269
19	9	.2978
20	9	.34943
21	9	.3397
1	10	.2877
2	10	.2877
3	10	.2905

25

<u>UNIT</u>	<u>LEVEL</u>	<u>% COMMON INTEREST AND COMMON EXPENSE CONTRIBUTION</u>
4	10	.2877
5	10	.3390
6	10	.44492
7	10	.27152
8	10	.2894
9	10	.2905
10	10	.2939
11	10	.3142
12	10	.2859
13	10	.2287
14	10	.37912
15	10	.3701
16	10	.2259
17	10	.2259
18	10	.2269
19	10	.2978
20	10	.3397
21	10	.34942
1	11	.2877
2	11	.2877
3	11	.2905
4	11	.2877
5	11	.3390
6	11	.4352
7	11	.2618
8	11	.2894
9	11	.2905
10	11	.2939
11	11	.32392
12	11	.2859
13	11	.2287
14	11	.3694
15	11	.3701

25

26

<u>UNIT</u>	<u>LEVEL</u>	<u>% COMMON INTEREST AND COMMON EXPENSE CONTRIBUTION</u>
16	11	.2259
17	11	.2259
18	11	.2269
19	11	.2978
20	11	.3397
21	11	.3397
1	12	.2877
2	12	.2877
3	12	.2905
4	12	.2877
5	12	.3390
6	12	.4352
7	12	.2618
8	12	.2894
9	12	.2905
10	12	.30362
11	12	.3142
12	12	.2859
13	12	.2287
14	12	.3694
15	12	.3701
16	12	.2259
17	12	.2259
18	12	.2269
19	12	.2978
20	12	.3397
21	12	.34942
1	13	.287711
2	13	.2877
3	13	.2905
4	13	.2877

26

27

<u>UNIT</u>	<u>LEVEL</u>	<u>% COMMON INTEREST AND COMMON EXPENSE CONTRIBUTION</u>
5	13	.3390
6	13	.4352
7	13	.2618
8	13	.2894
9	13	.2905
10	13	.2939
11	13	.3142
12	13	.2859
13	13	.2287
14	13	.3694
15	13	.3701
16	13	.2259
17	13	.2259
18	13	.2269
19	13	.2978
20	13	.3397
21	13	.34942
1	14	.2877
2	14	.2877
3	14	.2905
4	14	.2877
5	14	.3390
6	14	.4352
7	14	.2618
8	14	.2894
9	14	.2905
10	14	.2939
11	14	.32392
12	14	.2859
13	14	.2287
14	14	.37912
15	14	.3701
16	14	.2259

27

28

<u>UNIT</u>	<u>LEVEL</u>	<u>% COMMON INTEREST AND COMMON EXPENSE CONTRIBUTION</u>
17	14	.2259
18	14	.2269
19	14	.2978
20	14	.3397
21	14	.3397
1	15	.2877
2	15	.2877
3	15	.2905
4	15	.2877
5	15	.3390
6	15	.4352
7	15	.27152
8	15	.2894
9	15	.2905
10	15	.2939
11	15	.32392
12	15	.2859
13	15	.2287
14	15	.3694
15	15	.3701
16	15	.2259
17	15	.2259
18	15	.2269
19	15	.2978
20	15	.3397
21	15	.3397
1	16	.2877
2	16	.2877
3	16	.2905
4	16	.2877
5	16	.34872
6	16	.44492

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29

<u>UNIT</u>	<u>LEVEL</u>	<u>% COMMON INTEREST AND COMMON EXPENSE CONTRIBUTION</u>
7	16	.2618
8	16	.2894
9	16	.2905
10	16	.2939
11	16	.3142
12	16	.2859
13	16	.2287
14	16	.3694
15	16	.3701
16	16	.23562
17	16	.2259
18	16	.2269
19	16	.2978
20	16	.34942
21	16	.3397

SUBTOTAL	99.4042%
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LOCKER UNITS

6	A	.001752
7-85	A	.001768
1-257	B	.001768

TOTAL	100.00000%
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The undersigned hereby confirms the percentages and calculations herein set forth.

MAPLEDALE DEVELOPMENTS, INC.

Per: _____
 President - Daniel Hung
 Per: _____
 Secretary - Henry Hung

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SCHEDULE "E"

COMMON EXPENSES

(a) All expenses of the Corporation incurred by it in the performance of its objects and duties, whether such objects and duties are imposed under the provisions of the Act, the Declaration, the By-Laws or Rules of the Corporation.

(b) All sums of money payable by the Corporation for the procurement and maintenance of any insurance coverage required or permitted by the Act or the Declaration and which this Declaration provides is not to be borne solely by a unit owner.

(c) All sums of money payable for hydro-electric power, water and gas servicing the units and common elements.

(d) All expenses incurred with respect to the operation, maintenance, monitoring and inspection of the Gas Control System including but without limiting the generality of the foregoing, all expenses arising out of the Gas Control System Agreement.

(e) All sums of money required by the Corporation for the acquisition of the property or for the acquisition, repair, maintenance or replacement of personal property for the use and enjoyment of the common elements.

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

(g) All sums of money paid or payable by the Corporation to any and all persons, firms or companies engaged or retained by it, or by its duly authorized agents, servants and employees, for the purpose of performing any or all of the duties of the Corporation.

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

(i) 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, save such costs or expenses as this Declaration.

(j) All sums of money payable on account of realty taxes (including local improvement charges) levied against the property which may be the responsibility of the Corporation.

(k) The fees and disbursements of the Insurance Trustee.

(l) The cost of obtaining and maintaining fidelity bonds as provided in the By-Laws of the Corporation, if any.

(m) The cost of maintaining such security as determined by the Board in its discretion.

(n) The cost of removal of garbage and refuse from the common elements.

(o) All expenses incurred by the Corporation in enforcing any of the By-Laws or Rules of the Corporation from time to time, and in effecting compliance therewith by all the owners and their respective family members, tenants, residents or invitees, unless these expenses are able to be charged or levied against the individual owners, as contemplated by this Declaration.

SCHEDULE 'F'

31

Subject to the provisions of the Act, the Declaration, the By-Laws and Rules and Regulations passed pursuant thereto, the owner of each dwelling unit shall have the exclusive use of a parking space or spaces as assigned below and as illustrated on Part 3, Sheets 1 to 4 inclusive of the Description.

UNIT NO.	LEVEL	PARKING SPACE NO.	LEVEL
1	1	P94	B
2	1	P95	B
3	1	P96	B
4	1	P31	B
5	1	P7	B
6	1	P8	B
7	1	P76	B
8	1	P75	B
9	1	P74	B
10	1	P73	B
11	1	P77	B
1	2	P89	B
2	2	P89	A
3	2	P90	B
4	2	P88	A
5	2	P43	A
6	2	P51	1
6	2	P44	A
7	2	P78	B
8	2	P91	B
9	2	P92	B
10	2	P81	A
11	2	P93	B
11	2	P34	1
12	2	P53	B
13	2	P52	B
14	2	P65	B
15	2	P63	B
16	2	P51	B
17	2	P50	B
18	2	P49	B
19	2	P50	1
19	2	P79	B
20	2	P88	B
21	2	P90	A
1	3	P76	A
2	3	P54	1
2	3	P25	B
3	3	P26	B
4	3	P87	B
5	3	P41	A
6	3	P42	A
7	3	P130	B
8	3	P131	B
9	3	P132	B
10	3	P55	B
11	3	P54	B
12	3	P124	B
13	3	P125	B
14	3	P66	B
15	3	P50	A
16	3	P126	B
17	3	P127	B
18	3	P128	B
19	3	P129	B
20	3	P75	A
20	3	P48	1
21	3	P49	A
21	3	P49	1

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-X-

UNIT NO.	LEVEL	PARKING SPACE NO.	LEVEL
1	4	P91	A
2	4	P136	B
3	4	P32	A
4	4	P24	B
5	4	P29	A
6	4	P84	B
7	4	P104	B
8	4	P103	B
9	4	P102	B
10	4	P101	B
11	4	P100	B
12	4	P115	B
13	4	P109	B
14	4	P68	B
15	4	P67	B
16	4	P108	B
17	4	P107	B
18	4	P106	B
19	4	P105	B
20	4	P33	1
20	4	P93	A
21	4	P92	A
1	5	P18	B
2	5	P19	B
3	5	P20	B
4	5	P21	B
5	5	P60	B
6	5	P140	B
7	5	P116	B
8	5	P121	B
9	5	P122	B
10	5	P22	B
11	5	P123	B
12	5	P81	B
13	5	P9	A
14	5	P43	B
14	5	P47	1
15	5	P61	B
15	5	P32	1
16	5	P119	B
17	5	P118	B
17	5	P55	1
18	5	P120	B
19	5	P117	B
20	5	P125	A
21	5	P94	A
1	6	P23	B
2	6	P87	A
3	6	P32	B
4	6	P82	A
5	6	P28	B
6	6	P37	B
7	6	P27	B
8	6	P16	B
9	6	P17	B
10	6	P38	B
11	6	P85	B
12	6	P30	B
13	6	P10	B
14	6	P36	B
15	6	P42	B
16	6	P27	A
17	6	P10	A
18	6	P2	2
19	6	P40	A
20	6	P19	A
21	6	P20	A

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UNIT NO.	LEVEL	PARKING SPACE NO.	LEVEL
1	7	P14	A
2	7	P111	A
3	7	P110	A
4	7	P108	A
5	7	P29	B
6	7	P141	B
7	7	P12	2
8	7	P109	A
9	7	P15	B
10	7	P10	2
11	7	P11	2
11	7	P46	1
12	7	P14	2
13	7	P7	2
14	7	P142	B
14	7	P43	1
15	7	P41	B
16	7	P8	2
16	7	P44	1
17	7	P13	2
18	7	P9	2
19	7	P11	A
20	7	P17	A
21	7	P18	A
21	7	P45	1
1	8	P115	A
2	8	P116	A
3	8	P39	B
3	8	P31	1
4	8	P112	A
5	8	P34	B
6	8	P35	B
7	8	P126	A
8	8	P68	A
9	8	P17	2
10	8	P70	A
11	8	P15	2
12	8	P4	2
13	8	P137	A
14	8	P33	B
15	8	P40	B
16	8	P19	2
17	8	P5	2
18	8	P18	2
19	8	P6	2
20	8	P133	A
21	8	P16	A
1	9	P72	B
2	9	P120	A
2	9	P57	1
3	9	P119	A
4	9	P118	A
5	9	P139	B
6	9	P83	A
7	9	P3	2
8	9	P117	A
9	9	P113	A
10	9	P20	2
11	9	P114	A
11	9	P42	1
12	9	P13	1
13	9	P1	2
14	9	P55	A
15	9	P84	A
16	9	P23	2
17	9	P22	2
18	9	P9	B
19	9	P21	2
20	9	P41	1
20	9	P71	B
21	9	P57	B

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UNIT NO.	LEVEL	PARKING SPACE NO.	LEVEL
1	10	P59	B
2	10	P58	B
3	10	P86	A
4	10	P105	A
5	10	P5	B
6	10	P6	B
6	10	P30	1
7	10	P40	1
7	10	P85	A
8	10	P106	A
9	10	P107	A
10	10	P13	A
11	10	P12	A
12	10	P16	1
13	10	P10	1
14	10	P4	B
14	10	P56	1
15	10	P39	A
16	10	P15	1
17	10	P11	1
18	10	P14	1
19	10	P12	1
20	10	P28	A
21	10	P70	B
21	10	P39	1
1	11	P62	B
2	11	P69	B
3	11	P98	A
4	11	P99	A
5	11	P2	B
6	11	P3	B
7	11	P100	A
8	11	P101	A
9	11	P102	A
10	11	P103	A
11	11	P104	A
11	11	P29	1
12	11	P7	1
13	11	P8	1
14	11	P34	A
15	11	P69	A
16	11	P18	1
17	11	P17	1
18	11	P9	1
19	11	P121	A
20	11	P30	A
21	11	P1	B
1	12	P52	A
2	12	P73	A
3	12	P51	A
4	12	P74	A
5	12	P5	A
6	12	P144	B
7	12	P96	A
8	12	P97	A
9	12	P124	A
10	12	P123	A
10	12	P38	1
11	12	P122	A
12	12	P21	1
13	12	P20	1
14	12	P37	A
15	12	P58	A
16	12	P19	1
17	12	P5	1
18	12	P6	1
19	12	P95	A

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-X-

UNIT NO.	LEVEL	PARKING SPACE NO.	LEVEL
20	12	P57	A
21	12	P56	A
21	12	P37	1
1	13	P53	A
2	13	P72	A
3	13	P21	A
4	13	P22	A
5	13	P35	A
6	13	P36	A
7	13	P22	1
8	13	P23	A
9	13	P24	A
10	13	P25	A
11	13	P26	A
12	13	P27	1
13	13	P26	1
14	13	P8	A
15	13	P66	A
16	13	P25	1
17	13	P24	1
18	13	P23	1
19	13	P47	A
20	13	P67	A
21	13	P31	A
1	14	P65	A
2	14	P71	A
3	14	P56	B
4	14	P64	B
5	14	P6	A
6	14	P7	A
7	14	P135	B
8	14	P134	B
9	14	P133	B
10	14	P48	A
11	14	P77	A
11	14	P36	1
12	14	P48	B
13	14	P1	1
14	14	P4	A
14	14	P28	1
15	14	P79	A
16	14	P2	1
17	14	P3	1
18	14	P4	1
19	14	P138	B
20	14	P63	A
21	14	P64	A
1	15	P135	A
2	15	P54	A
3	15	P12	B
4	15	P13	B
5	15	P2	A
6	15	P3	A
7	15	P14	B
7	15	P137	B
8	15	P44	B
9	15	P45	B
10	15	P46	B
11	15	P47	B
11	15	P35	1
12	15	P112	B
13	15	P113	B
14	15	P1	A
15	15	P129	A
16	15	P114	B
17	15	P16	2
18	15	P80	A
19	15	P11	B
20	15	P61	A
21	15	P62	A

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UNIT NO.	LEVEL	PARKING SPACE NO.	LEVEL
1	16	P132	A
2	16	P60	A
3	16	P38	A
4	16	P45	A
5	16	P46 & P15	A
6	16	P143	B
6	16	P52	1
7	16	P33	A
8	16	P136	A
9	16	P134	A
10	16	P78	A
11	16	P111	B
12	16	P128	A
13	16	P80	B
14	16	P139	A
15	16	P138	A
16	16	P83	B
17	16	P82	B
18	16	P110	B
19	16	P127	A
20	16	P131	A
20	16	P53	1
21	16	P130	A
1	A	P59	A
2	A	P99	B
3	A	P98	B
4	A	P86	B
5	A	P97	B

July 7, 1989
Ref: 88-131-0

File: 010C

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JONATHAN H. FINE

BARRISTERS & SOLICITORS

JONATHAN H. FINE B.Sc., LL.B.
JAY J. ROY, B.A., LL.B.

124 EGLINTON AVENUE WEST
SUITE 220
TORONTO, ONTARIO M4R 2G8

TELEPHONE (416) 409-0600
FAX (416) 409-0036

August 3, 1989

DELIVERED

Metropolitan Land Titles Division
20 Dundas St. W.
4th Floor
TORONTO, Ontario
M5H 2N2

Attention: Mrs. Josephine Welsh

Dear Mrs. Welsh:

Re: Mapledale Developments Inc.
3050 Ellesmere Road, Scarborough

I am the solicitor for Mapledale Developments Inc.

I wish to advise that the name and address of the builder
is:

Mapledale Developments Inc.
131 Baldwin Street
TORONTO, Ontario
M5T 1L7

and the municipal address of this condominium is 3050 Ellesmere
Road, Scarborough, Ontario.

Yours very truly,

Jonathan Fine p.c.R.A.
JONATHAN H. FINE

JHF/jm
encl.

vp/maple/nccr.let

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STATUTORY DECLARATION

CANADA) IN THE MATTER OF
PROVINCE OF ONTARIO) MAPLEDALE
JUDICIAL DISTRICT) DEVELOPMENTS INC.
OF YORK)
TO WIT:)

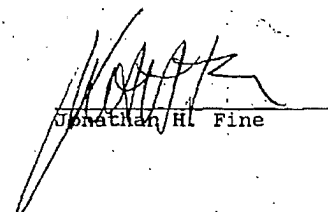
I, Jonathan H. Fine, of the City of Toronto, in the
Municipality of York, DO SOLEMNLY DECLARE THAT:

1. I am the solicitor for Mapledale Developments Inc.
2. The President, Daniel Hung, and Secretary, Henry Hung, of Mapledale Developments Inc. are and were authorized under the by-laws of the company to sign the Declaration.
3. The President, Daniel Hung, of Mapledale Developments Inc. is and was authorized under the by-laws of the company to sign the Plans.

AND I make this solemn Declaration conscientiously
believing it to be true and knowing that it is of the same force
and effect as if made under oath, and by virtue of The Canada
Evidence Act.

DECLARED BEFORE me at the City)
of Toronto, in the Municipality)
of Metropolitan Toronto, this)

3rd day of August 1989.)
Rhona Rebecca Abraham,)
A Commissioner, etc.)


Jonathan H. Fine

RHONA REBECCA ABRAHAM, a
Commissioner, etc., Judicial District
of York, for Jonathan H. Fine,
Barrister and Solicitor.
Expires April 1st, 1991.

D130997

CERTIFICATE OF RECEIPT

1989 AUG -3 P 2:39

[Signature]
ASTORIA PUBLIC REGISTRY
ASTORIA, OREGON 97103-6666

THE LAND TITLES ACT

DECLARATION
COND PLAN NO. 837

3AUG89 BM 7282 11:54
#7282 FEE 10020.00
AMTDUE \$10020.00
CASH \$10020.00

JONATHAN FINE
124 Eglinton Ave. W
Toronto, Ont.
Phone 489 5600

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fees \$ 1,0020.00

NEWTON – TRELAWNEY

PROPERTY MANAGEMENT SERVICES

Dear New Owner:

If you are an absentee (off-site) owner at the above noted property, could you please note the following information:

As you have no doubt heard, the New Condominium Act is now in force. Under this Act, owners of units who live away from the condominium are required to furnish certain information to the condominium. We are setting out below Clause 83 (1) (a), (b), (c) and (2) and request that you provide us with the information requested.

83. (1) The owner of a unit who leases the unit or renews a lease of the unit shall, within 30 days of entering into the lease or the renewal, as the case may be,
- (a) notify the Corporation that the unit is leased;
 - (b) provide the Corporation with the lessee's name, the owner's address and a copy of the lease or renewal or a summary of it in the form prescribed by the Minister; and
 - (c) provide the lessee with a copy of the declaration, by-laws and rules of the Corporation. 1998, c.19, s.83(1).

Termination of Lease

- (2) If a lease of a unit is terminated and not renewed, the owner of the unit shall notify the Corporation in writing. 1998, c.19, s.83(2).

We are also attaching a copy of Form 5 of Ontario Regulation 49/01, which you may use instead of providing a copy of the lease.

Your co-operation in providing us with details as directed in the Act would be much appreciated.

NEWTON-TRELAWNEY PROPERTY MANAGEMENT SERVICES

Form 5

SUMMARY OF LEASE OR RENEWAL
(clause 83 (1) (b) of the *Condominium Act, 1998*)

TO: Metro Toronto Condominium Corporation No. 831 (condominium corporation)

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:

[For all condominium corporations except common elements condominium corporations:

Unit(s) _____, Level(s) _____ *(include any parking or storage units that have been leased)*

[In the case of a common elements condominium corporation:

the common interest in the condominium corporation, being the interest attached to #
(provide brief description of the parcel of land to which the common interest in the Condominium Corporation is attached)

on the following terms:

Name of lessee(s) (or sub-lessee(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)

2. I (We) have provided the *(strike out whichever is not applicable: lessee(s), sublessee(s))* 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)

NOTICE OF FUTURE FUNDING OF THE RESERVE FUND

(under subsection 94(8) of the Condominium Act, 1998)

To: All owners in Metropolitan Toronto Condominium Corporation #831

The board has received and reviewed Class 3 reserve fund study dated July 1, 2016, prepared by M & E Engineering, a firm qualified to prepare reserve fund studies. The board has proposed a plan for future funding of the reserve fund that the board has determined will ensure that, in accordance with the regulations made under the *Condominium Act, 1998*, the reserve fund will be adequate for the major repair and replacement of the common elements and assets of the corporation.

This notice contains:

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

At the present time, the total contribution of all units to the reserve fund is \$ 464,057 (\$116.83 per month per unit, average). The current fiscal year ends July 31st, 2016.


Based on the proposed funding plan, there will be changes in reserve fund contributions by unit owners, to:

\$ 141.51 per month per unit for the year ending July 31st, 2017
\$ 171.41 per month per unit for the year ending July 31st, 2018
\$ 207.62 per month per unit for the year ending July 31st, 2019

The proposed funding plan will be implemented beginning on August 1, 2016.

Dated this 12 day of July, 2016

Metropolitan Toronto Condominium Corporation #831

(signature) 

(print name) TERRESH TURNER

(signature) 

(print name) JANICE EARLE

Corporate Seal

The persons signing this Form 15 have the authority to bind the corporation.

SUMMARY OF RESERVE FUND STUDY

The following is a summary of the comprehensive reserve fund study dated July 1, 2016, prepared by M & Engineering., for Metropolitan Toronto Condominium Corporation #831 (known as the "Reserve Fund Study").

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

The estimated expenditures from the reserve fund for the next thirty (30) years are set out in the CASH FLOW TABLE. In 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 the fiscal year ending July 31st, 2016 is \$ 464,057 based on the estimated expenditures and the following:

- Opening balance* of the Reserve Fund (August 1, 2015) \$ 2,437,794
Minimum Reserve Fund Balance during the projected period (in 2032) is \$ 1,103,790
Assumed Annual Inflation Rate for Reserve Fund Expenditures 1.0% 1st ten years;
balance of study 2.0%
- Assumed Annual Interest Rate for Interest earned on the Reserve Fund
1.8% 1st ten years; balance of study 2.8 %
 - The Reserve Fund Study can be examined in the management office of Newton-Trelawney Property Management Services, located at 253 Lake Driveway West, Ajax ON, L1S 5B5,
 - by pre-arranged appointment. The current property manager is Mrs. Heather Foster

CASH FLOW TABLE – next page

The board of MTCC 831 has reviewed the reserve fund study dated July 1, 2016 and prepared by M & E Engineering., for the corporation (known as the "Reserve Fund Study") and has proposed a plan for the future funding of the reserve fund that the Board has determined will ensure that, in accordance with the regulations made under the *Condominium Act, 1998*, the reserve fund will be adequate for the major repair and replacement of the common elements and assets of the corporation.

The board has adopted the funding recommendations of the Reserve Fund Study and will implement them as set out in the CASH FLOW TABLE, which is on page 3.

The total annual contribution recommended under the proposed funding plan during the current fiscal year ending July 31st, 2017 is \$562,095, which is the amount which will be budgeted in the August 1st, 2016 budget year.

The Plan for Future Funding of the Reserve Fund proposed by the board does not differ from the Reserve Fund Study. The requirements of the Act have been met.

CASH FLOW TABLE

Opening Balance of the Reserve Fund:						\$ 2,437,794
Minimum Reserve Fund Balance (as Indicated in this Table):						\$ 1,103,790
Assumed Annual Inflation Rate for Reserve Fund Expenditures: (First 10 Years/Balance of Study)						1.0% / 2.0%
Assumed Annual Interest Rate for Interest Earned on the Reserve Fund: (First 10 Years/Balance of Study)						1.8% / 2.8%
YEAR	OPENING BALANCE	RECOMMENDED ANNUAL CONTRIBUTION	ESTIMATED INFLATION-ADJUSTED EXPENDITURES	ESTIMATED INTEREST EARNED	PERCENTAGE INCREASE IN RECOMMENDED ANNUAL CONTRIBUTIONS	CLOSING BALANCE
2015-2016	\$ 2,437,794	\$ 464,057	\$ 641,859	\$ 42,865	N/A	\$ 2,302,857
2016-2017	\$ 2,302,857	\$ 562,095	\$ 502,250	\$ 42,571	21.1%	\$ 2,405,273
2017-2018	\$ 2,405,273	\$ 680,845	\$ 729,356	\$ 43,451	21.1%	\$ 2,400,213
2018-2019	\$ 2,400,213	\$ 824,683	\$ 1,468,300	\$ 37,929	21.1%	\$ 1,794,525
2019-2020	\$ 1,794,525	\$ 998,908	\$ 577,182	\$ 36,596	21.1%	\$ 2,252,847
2020-2021	\$ 2,252,847	\$ 1,209,940	\$ 1,269,105	\$ 40,572	21.1%	\$ 2,234,256
2021-2022	\$ 2,234,256	\$ 1,234,139	\$ 1,030,165	\$ 42,634	2.0%	\$ 2,480,865
2022-2023	\$ 2,480,865	\$ 1,258,822	\$ 723,567	\$ 50,157	2.0%	\$ 3,066,277
2023-2024	\$ 3,066,277	\$ 1,283,998	\$ 728,253	\$ 61,027	2.0%	\$ 3,683,050
2024-2025	\$ 3,683,050	\$ 1,309,678	\$ 578,441	\$ 73,884	2.0%	\$ 4,488,172
2025-2026	\$ 4,488,172	\$ 1,335,872	\$ 1,581,041	\$ 125,287	2.0%	\$ 4,368,289
2026-2027	\$ 4,368,289	\$ 1,362,589	\$ 1,555,708	\$ 122,593	2.0%	\$ 4,297,764
2027-2028	\$ 4,297,764	\$ 1,389,841	\$ 1,060,774	\$ 128,062	2.0%	\$ 4,754,893
2028-2029	\$ 4,754,893	\$ 1,417,638	\$ 2,419,733	\$ 122,080	2.0%	\$ 3,874,878
2029-2030	\$ 3,874,878	\$ 1,445,991	\$ 2,216,136	\$ 100,153	2.0%	\$ 3,204,886
2030-2031	\$ 3,204,886	\$ 1,474,911	\$ 2,651,207	\$ 75,097	2.0%	\$ 2,103,686
2031-2032	\$ 2,103,686	\$ 1,504,409	\$ 2,549,679	\$ 45,374	2.0%	\$ 1,103,790
2032-2033	\$ 1,103,790	\$ 1,534,497	\$ 1,001,075	\$ 39,332	2.0%	\$ 1,676,544
2033-2034	\$ 1,676,544	\$ 1,565,187	\$ 1,557,940	\$ 48,219	2.0%	\$ 1,732,010
2034-2035	\$ 1,732,010	\$ 1,596,491	\$ 86,414	\$ 71,375	2.0%	\$ 3,313,461
2035-2036	\$ 3,313,461	\$ 1,628,421	\$ 483,318	\$ 111,523	2.0%	\$ 4,570,087
2036-2037	\$ 4,570,087	\$ 1,660,989	\$ 175,585	\$ 152,470	2.0%	\$ 6,207,962
2037-2038	\$ 6,207,962	\$ 1,694,209	\$ 293,267	\$ 198,263	2.0%	\$ 7,807,166
2038-2039	\$ 7,807,166	\$ 1,728,093	\$ 191,239	\$ 246,108	2.0%	\$ 9,590,128
2039-2040	\$ 9,590,128	\$ 1,762,655	\$ 142,242	\$ 298,476	2.0%	\$ 11,509,017
2040-2041	\$ 11,509,017	\$ 1,797,908	\$ 443,421	\$ 349,730	2.0%	\$ 13,213,234
2041-2042	\$ 13,213,234	\$ 1,833,866	\$ 491,120	\$ 398,470	2.0%	\$ 14,954,450
2042-2043	\$ 14,954,450	\$ 1,870,543	\$ 1,690,336	\$ 431,759	2.0%	\$ 15,566,416
2043-2044	\$ 15,566,416	\$ 1,907,954	\$ 2,022,190	\$ 445,096	2.0%	\$ 15,897,276
2044-2045	\$ 15,897,276	\$ 1,946,113	\$ 1,321,364	\$ 465,196	2.0%	\$ 16,987,221

CONTRIBUTION TABLE

YEAR	ANNUAL CONTRIBUTION	% INCREASE OVER PREVIOUS YEAR	OTHER CONTRIBUTION (Special Assessment, Loan)	TOTAL RESERVE FUND CONTRIBUTION	AVERAGE CONTRIBUTION PER UNIT PER MONTH	CHANGE IN CONTRIBUTION PER UNIT PER MONTH
2015-2016	\$ 464,057	N/A	\$ -	\$ 464,057	\$ 116.83	N/A
2016-2017	\$ 562,095	21.1%	\$ -	\$ 562,095	\$ 141.51	\$ 24.68
2017-2018	\$ 680,845	21.1%	\$ -	\$ 680,845	\$ 171.41	\$ 29.90
2018-2019	\$ 824,683	21.1%	\$ -	\$ 824,683	\$ 207.62	\$ 36.21
2019-2020	\$ 998,908	21.1%	\$ -	\$ 998,908	\$ 251.49	\$ 43.86
2020-2021	\$ 1,209,940	21.1%	\$ -	\$ 1,209,940	\$ 304.62	\$ 53.13
2021-2022	\$ 1,234,139	2.0%	\$ -	\$ 1,234,139	\$ 310.71	\$ 6.09
2022-2023	\$ 1,258,822	2.0%	\$ -	\$ 1,258,822	\$ 316.92	\$ 6.21
2023-2024	\$ 1,283,998	2.0%	\$ -	\$ 1,283,998	\$ 323.26	\$ 6.34
2024-2025	\$ 1,309,678	2.0%	\$ -	\$ 1,309,678	\$ 329.73	\$ 6.47
2025-2026	\$ 1,335,872	2.0%	\$ -	\$ 1,335,872	\$ 336.32	\$ 6.59
2026-2027	\$ 1,362,589	2.0%	\$ -	\$ 1,362,589	\$ 343.05	\$ 6.73
2027-2028	\$ 1,389,841	2.0%	\$ -	\$ 1,389,841	\$ 349.91	\$ 6.86
2028-2029	\$ 1,417,638	2.0%	\$ -	\$ 1,417,638	\$ 356.91	\$ 7.00
2029-2030	\$ 1,445,991	2.0%	\$ -	\$ 1,445,991	\$ 364.05	\$ 7.14
2030-2031	\$ 1,474,911	2.0%	\$ -	\$ 1,474,911	\$ 371.33	\$ 7.28
2031-2032	\$ 1,504,409	2.0%	\$ -	\$ 1,504,409	\$ 378.75	\$ 7.43
2032-2033	\$ 1,534,497	2.0%	\$ -	\$ 1,534,497	\$ 386.33	\$ 7.58
2033-2034	\$ 1,565,187	2.0%	\$ -	\$ 1,565,187	\$ 394.06	\$ 7.73
2034-2035	\$ 1,596,491	2.0%	\$ -	\$ 1,596,491	\$ 401.94	\$ 7.88
2035-2036	\$ 1,628,421	2.0%	\$ -	\$ 1,628,421	\$ 409.97	\$ 8.04
2036-2037	\$ 1,660,989	2.0%	\$ -	\$ 1,660,989	\$ 418.17	\$ 8.20
2037-2038	\$ 1,694,209	2.0%	\$ -	\$ 1,694,209	\$ 426.54	\$ 8.36
2038-2039	\$ 1,728,093	2.0%	\$ -	\$ 1,728,093	\$ 435.07	\$ 8.53
2039-2040	\$ 1,762,655	2.0%	\$ -	\$ 1,762,655	\$ 443.77	\$ 8.70
2040-2041	\$ 1,797,908	2.0%	\$ -	\$ 1,797,908	\$ 452.65	\$ 8.88
2041-2042	\$ 1,833,866	2.0%	\$ -	\$ 1,833,866	\$ 461.70	\$ 9.05
2042-2043	\$ 1,870,543	2.0%	\$ -	\$ 1,870,543	\$ 470.93	\$ 9.23
2043-2044	\$ 1,907,954	2.0%	\$ -	\$ 1,907,954	\$ 480.35	\$ 9.42
2044-2045	\$ 1,946,113	2.0%	\$ -	\$ 1,946,113	\$ 489.96	\$ 9.61

IMPORTANT: PLEASE TAKE NOTE

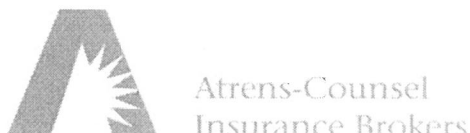
IT IS THE RESPONSIBILITY OF THE VENDOR,
PURCHASER, REAL ESTATE AGENT, OR LAWYER
REQUESTING THE STATUS CERTIFICATE TO PROVIDE
US WITH A PURCHASER'S NAME, CLOSING DATE,
AND LAWYERS NAME & PHONE NUMBER IF THIS
INFORMATION HAS NOT BEEN PROVIDED

THE VENDOR WILL BE RESPONSIBLE
FOR COMMON ELEMENT PAYMENTS

For example, Post-Dated Cheques and/or Preauthorized payments will continue to be deposited or submitted for payment until such time as we are informed, in writing of the change of ownership and closing date.

If a closing date has been provided, payments will be removed effective of the date of closing unless we are informed in writing otherwise.

If the sale of the unit falls through,
we should also be notified as the vendor will
continue to be responsible for CEF payments



Atrens-Counsel
Insurance Brokers

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.

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 831 AND ALL REGISTERED UNIT OWNERS FROM TIME TO TIME AND ALL REGISTERED MORTGAGEES FROM TIME TO TIME

PROPERTY INSURED: 3050 Ellesmere Road
Scarborough, ON M1E 5E6

TERM: November 5, 2016 **TO:** November 5, 2017

COMMERCIAL PACKAGE POLICY NO. 282600331

PROPERTY: Form: Comprehensive All Risk Policy
Amount of Insurance: \$96,192,627.00
Deductibles: \$ 5,000.00 STANDARD
\$ 10,000.00 SEWER BACKUP & WATER
\$ 10,000.00 FLOOD
\$ 100,000.00 EARTHQUAKE

Company: Royal & Sun Alliance Insurance Company of Canada 50%
Aviva Insurance Company of Canada 50%

COMPREHENSIVE GENERAL LIABILITY:

RSA Limit of Liability: \$5,000,000.00
RSA Excess Limit of Liability: \$5,000,000.00

DIRECTORS AND OFFICERS LIABILITY:

RSA Limit of Liability: \$5,000,000.00
RSA Excess Limit of Liability: \$5,000,000.00

BOILER AND MACHINERY:

Limit per Accident: \$96,192,627.00
Company: Aviva Insurance Company of Canada
Policy Number: **81638409-0506**

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

Authorized Representative

Date: October 20, 2016

Your Protection is Our Business

MTCC 831

INSURANCE TRUST AGREEMENT

INSURANCE TRUST AGREEMENT

THIS AGREEMENT made in duplicate this 5th day of September, 1989.

B E T W E E N :

METROPOLITAN TORONTO CONDOMINIUM CORPORATION
NO. 831

(hereinafter called the "Settlor")

OF THE FIRST PART

AND:

THE CANADA TRUST COMPANY

(hereinafter called the "Trustee")

OF THE SECOND PART

WHEREAS the Settlor has obtained certain policies of insurance, set forth in Schedule "A" annexed hereto;

AND WHEREAS the Settlor desires to make provision for the expeditious payment out of the proceeds of such insurance in the event of damage to the property as described in the description registered pursuant to the Condominium Act, R.S.O. 1980, and amendments thereto, herein called the "Act".

In consideration of the mutual covenants herein contained, it is hereby mutually agreed by the parties hereto as follows:

ARTICLE I

DEFINITIONS

The terms used in this Agreement shall have ascribed to them the definitions contained in the Act.

ARTICLE II

APPOINTMENT OF TRUSTEE

The Settlor does hereby appoint the Trustee to act as Trustee pursuant to the provisions of the Declaration and By-Laws of the Settlor, copies of which are submitted herewith to the Trustee.

ARTICLE III

PAYMENT BY TRUSTEE

The Trustee hereby irrevocable authorizes and directs that all insurance proceeds from an insurance claim not exceeding \$10,000.00 shall be paid directly from the insurance to the Settlor. All insurance proceeds received by the Trustee, provided they exceed the sum of \$10,000.00 for any one loss, shall be received by the Trustee and shall be held in trust and paid in accordance with the following terms and conditions:

1. In the event of:

(a) Damage to the building, if the Trustee receives a certificate duly executed by the President (or Vice-

-91-

President) and the Secretary of the Settlor, certifying:

(i) that the board has determined that less than 25% of the building has been substantially damaged, or

(ii) that the board has determined that 25% or more of the building has been substantially damaged, and that owners who own 80% of the units have not voted for termination within sixty (60) days of such determination by the board, or

(b) Damage to the property, excluding the building and the units,

the Trustee shall disburse the proceeds of all insurance in its hands and arising out of such damage, towards the cost of repairing such damage, from time to time, as the repairs of such damage progress, upon the written request of the Settlor (specifying the persons and the amounts to be paid to such persons) accompanied by the following:

(i) A certificate signed by the President (or the Vice-President) and the Secretary of the Settlor dated not more than thirty (30) days prior to such request and counter-signed by the Architect or Engineer, if any, employed by the Settlor in connection with such repairs, setting forth the following:

(a) That the sum then requested either has been paid by the Settlor or is justly due to contractors, sub-contractors, materialmen, engineers, architects or other persons who have rendered services or furnished materials for repairs therein specified, the names and addresses of such persons, a brief description of such services and materials, the several amounts so paid or due to each of said persons in respect thereto, that no part of such expenditures has been or is being made the basis of any previous or then pending request for the payment of insurance proceeds then held by the Trustee, or has theretofore been paid out of such insurance proceeds, and that the sum then requested does not exceed the value of the services and materials described in such certificate;

(b) That except for the amount, if any, stated in such certificates to be due for services or materials, there is no outstanding indebtedness known to the Settlor, after due enquiry, which is then due for labour, wages, materials, supplies or services in connection with such repairs which if unpaid might become the basis of a lien under the Construction Lien Act by reason of such repair, to the building or any part thereof.

(ii) An opinion of a Solicitor acting for the Settlor or other evidence reasonably satisfactory to the Trustee to the effect that there has not been filed with respect to the building or the property, or any part thereof, any lien under the Construction Lien Act which has not been discharged except such as will be discharged by payment of the amount then requested.

Any balance of proceeds of insurance remaining in the Trustee's hands after payment in full of the cost of the repairs of the building as aforesaid shall be paid over by the Trustee to the Settlor.

2. If, upon the receipt of any certificate referred to in paragraph 1 of this Article the Trustee shall not have sufficient funds to pay the amount due and owing as set out therein, the Settlor shall be so notified by the Trustee, and the Settlor shall further notify, in writing, the Trustee, as to which of the persons or companies set forth in the said certificate are to be paid by the Trustee.

3. The Trustee shall not be under any duty to enquire as to the correctness of any amounts received by it on account of the proceeds of any insurance, nor shall it be under any obligation to take any steps to enforce the payment thereof to it.

ARTICLE IV

DEFICIENCY OF INSURANCE PROCEEDS

The Settlor shall be promptly notified of any proceeds of insurance deposited with the Trustee on behalf of the Settlor, and the Trustee shall be under no obligation to make any payments specified in this Agreement except out of the proceeds of insurance held in trust for the Settlor.

ARTICLE V

LIABILITY AND INDEMNIFICATION OF TRUSTEE

1. The Trustee shall have no duties except those which are expressly set forth in this Agreement and shall in no way be responsible or liable for any loss, cost or damages which may result from anything done or omitted to be done by such Trustee, hereunder, except in the case of negligence or bad faith. The Trustee shall be protected in acting upon any certificate, statement, request, consent, agreement or other instrument whatsoever, not only as to its due execution and validity and the effectiveness of its provisions, but also as to the truth and accuracy of any information therein contained, which it shall, in good faith, believe to be genuine, and to have been signed and presented by the proper person or persons. It shall have no responsibility with respect to any cheques deposited with it hereunder except to deposit same in the usual course and it shall have no responsibility with respect to the application of any funds paid by it pursuant to the provisions of this Agreement.

2. The Settlor shall reimburse the Trustee for all expenses incurred by it in connection with its duties under this Agreement and shall indemnify and save it harmless against any and all liabilities, costs and expenses including legal fees, for anything done or omitted to be done by it in the performance of this Agreement, except as a result of negligence or bad faith.

ARTICLE VI

TERMINATION OF CONDOMINIUM

Notwithstanding anything contained in this Agreement to the contrary, where a notice of termination in respect of the condominium is registered in accordance with the provisions of the Act, the Settlor shall forthwith notify the Trustee, in writing, of such registration, and upon receipt of such notice, the Trustee shall allocate the insurance proceeds then in its hands to each of the units in the condominium, based upon each unit's proportionate interest in the common elements (as set out in Schedule "D" of the Declaration of the Settlor), and shall, subject to the provisions of the Act, then disburse such allocated proceeds, on a per unit basis, in the following order of priority:

(a) Firstly, to those Mortgages(s) and Encumbrance(s) having a registered charge or encumbrance against the unit, in the order of priority of such outstanding charge(s) or encumbrance(s), to the extent of the amounts owing thereunder; and

(b) Secondly, the balance, if any, to the registered owner(s) of the unit.

ARTICLE VII

TERMINATION OF AGREEMENT

1. The term of this Agreement shall commence upon the date of registration of the Settlor, and shall run for a period of twelve (12) months thereafter, whereupon in the event that a new board of directors of the Corporation has not been elected by the unit owners at a meeting called pursuant to Section 26 of the Act (the "Turnover meeting"), then this Agreement shall be renewed for a further (12) month period upon written request of the Settlor to the Trustee requesting a renewal of same, and upon receipt by the Trustee of such request, a new contract, having the same terms and conditions as herein set forth, shall be deemed to have been entered into for the requisite twelve (12) month period, as effectively as if a separate agreement had been executed by the parties hereto.

2. In the event that a new board of directors has been elected at the Turnover meeting, then this Agreement, or any subsequent agreement entered or deemed to be entered into pursuant to the provisions of paragraph 1 of Article VII above (the "Subsequent Agreement"), shall terminate at the end of the twelve (12) month period during which the Turnover meeting was held, unless same is ratified by the new board of directors. The Settlor shall forthwith notify the Trustee in writing of any such ratification, and if ratified as aforesaid, this Agreement or the Subsequent Agreement (as the case may be) shall continue automatically from year to year, until sixty (60) days after the Settlor delivers written notice to the Trustee of its desire to terminate same. In the event that the new board of directors fails to ratify this Agreement or the Subsequent Agreement (as the case may be), then such new board shall forthwith cause the Settlor to enter into a new insurance trustee agreement with another trust company or other firm qualified to act as a trustee, so that an insurance trust agreement will at all times be in existence and maintained by the Settlor.

3. Following termination of this Agreement or the Subsequent Agreement (as the case may be), and upon payment to the Trustee of all fees and charges due to the Trustee, the Trustee shall turn over all sums deposited with it and not yet distributed in accordance with the provisions hereof, to any new trustee appointed pursuant to the provisions of the Settlor's declaration, and thereupon, the Trustee's obligations hereunder shall cease.

4. The Trustee may at any time resign from its duties hereunder by giving to the Settlor not less than thirty (30) days notice in writing thereof and its obligations hereunder (except for the payment of any sums remaining in its hands to a successor Trustee, as hereinafter provided) shall cease. Following such resignation, upon payment to the Trustee of all fees and charges due to it hereunder and upon delivery to it of a duplicate original agreement between the Settlor and another Trust Company registered under the Loan and Trust Corporations Act or a Chartered Bank, or such corporation as the Settlor in its discretion may deem advisable in the event that the Settlor is unable to enter into such agreement with such Trust Company, or such Chartered Bank by reason of their refusal to act, pursuant to which such other Trust Company or Chartered Bank or corporation shall assume such duties as Trustee in the place of the Trustee

herein, the Trustee herein shall turn over all sums deposited with it, remaining in its hand, to such new Trustee, and thereupon its obligations hereunder shall cease.

5. In the event that the Settlor fails to appoint a new trustee within thirty (30) days after notice to terminate has been given pursuant to paragraph 2 or 4 hereof, the Trustee shall be entitled to appoint such new trustee.

ARTICLE VIII

MODIFICATION OR AMENDMENT OF AGREEMENT, DECLARATION AND BY-LAWS AND RIGHTS OF THIRD PARTIES

1. This Agreement shall not be modified or amended without the consent of the parties hereto and any mortgages holding first mortgages on more than 50% of the units. Any amendments to the declaration or by-laws shall be communicated to the Trustee by the Settlor.

2. Upon being advised of damage to the building or upon receipt of any monies in accordance with the terms of this Agreement, the Trustee shall notify all mortgagees shown on the Settlor's record.

3. Certain provisions of this Agreement are to the benefit of the mortgagees of the units and all such provisions are covenants for the benefit of any mortgagees shown on the Settlor's record and may be enforced by such mortgagees.

ARTICLE IX

ADDRESS FOR SERVICE

Any certificate, declaration or notice in writing given to the Settlor, pursuant to this Agreement, shall be sufficiently given if mailed by prepaid registered post to the Settlor at:

MTCC 831
3050 ELLESMERE ROAD
SCARBOROUGH, ONTARIO
M1E 5E6 BOX NO. PH 23

Any certificate, declaration or notice in writing given to the Trustee pursuant to this Agreement shall be sufficiently given if mailed by prepaid registered post to the Trustee at:

The Canada Trust Company
Personal Trust Department
77 Bloor Street West, 19th Floor
P.O. Box 7, Station F
Toronto, ON M4Y 2L4

Such certificate, declaration and notice in writing shall be deemed to have been received on the business day following the date of such mailing.

ARTICLE X

REMUNERATION OF TRUSTEE

The Settlor shall pay the Trustee's fees and charges as set out in Schedule "B" attached hereto.

ARTICLE XI

ASSIGNMENT OF AGREEMENT

This Agreement shall be binding upon and enure to the benefit of the parties hereto, and their respective successors and assigns, and this Agreement shall not be assignable by the Trustee without the prior written consent of the Settlor.

ARTICLE XII

HEADINGS AND GOVERNING LAWS

The use of headings in this Agreement shall have no effect on the interpretation or meaning of this Agreement.

This Agreement shall be governed by the laws of Ontario.

ARTICLE XIII

ACCEPTANCE OF TRUST

The Trustee hereby accepts the trust herein set forth.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

METROPOLITAN TORONTO CONDOMINIUM
CORPORATION NO. 831

Per: [Signature]
President

Per: [Signature]
Secretary

THE CANADA TRUST COMPANY

Per: [Signature]

Per: [Signature]

DAVID MURPHY
PERSONAL TRUST

MURRAY HEND
PERSONAL TRUST

APPROVED AS TO
FORM AND CONTENT

ample.its
2031071010/ANC

SCHEDULE "A"

Insurance Policy

Policy No.: 56776517

Insurance Company: Allstate Insurance Company

Insurance Agent: Pacific Insurance Broker Inc.
(Mr. Ralph Hui)

Particulars: \$24,000,000.00 coverage on building and
\$1,000.00 deductible
\$5,000,000.00 liability

SCHEDULE "B"

The Corporation shall pay the Trustee an initial fee of three hundred dollars (\$300.00) upon the execution of this Agreement, being an initial "set-up fee" and the per annum retainer fee in advance.

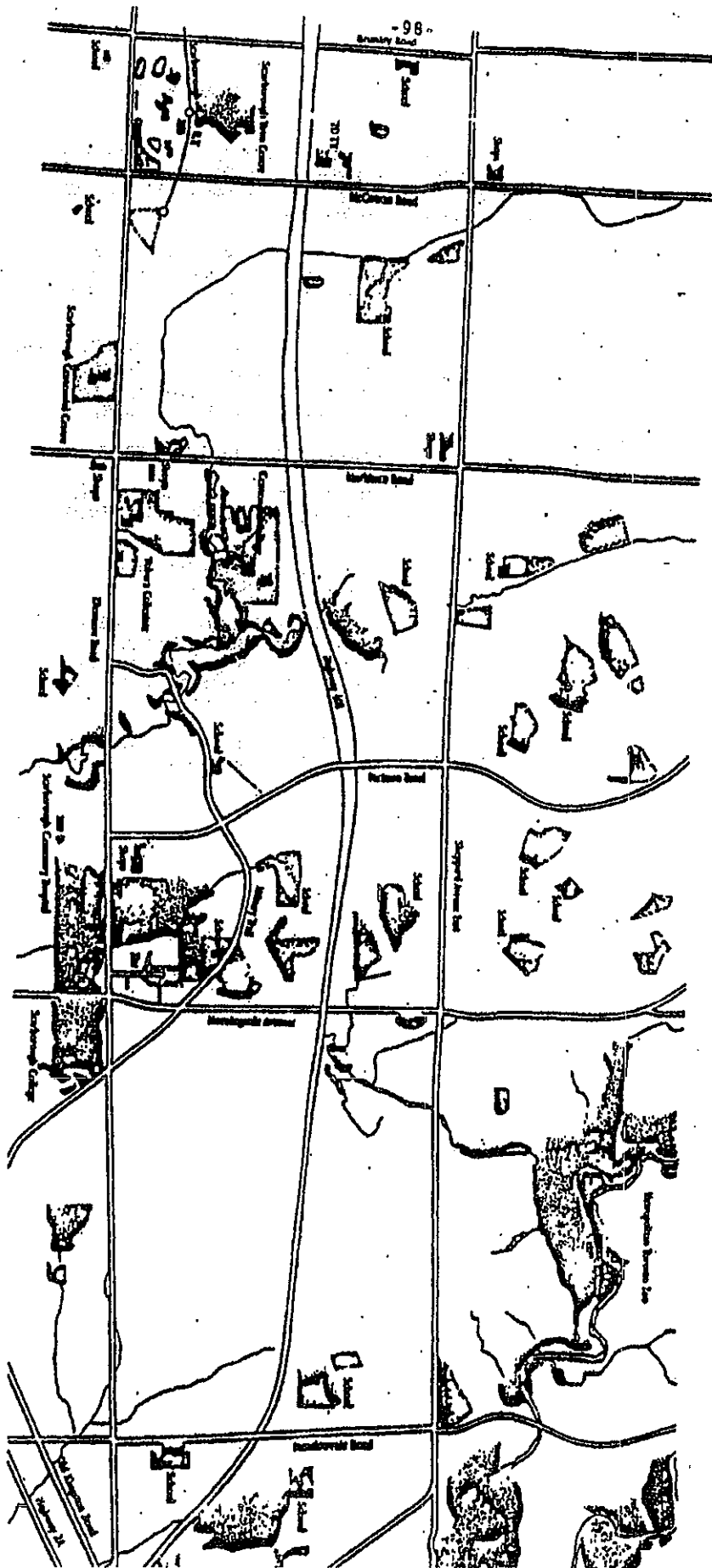
Hereafter, this per annum retainer fee of one hundred and fifty dollars (\$150.00) shall be payable upon the anniversary date of this Agreement in each year during the term of this Agreement.

In the event the Trustee shall, pursuant to the provisions hereof, administer any insurance proceeds, it shall be entitled to an additional fee, payable in advance of the release of any insurance proceeds held in trust, equivalent to:

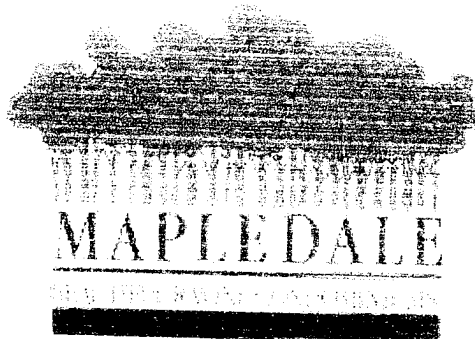
- (a) minimum fee of \$150.00 per claim processed;
- (b) one percent (1%) of the first twenty-five thousand dollars (\$25,000.00) administered by it; and
- (c) one half of one percent (1/2 of 1%) upon the balance of funds administered by it.

The Corporation shall indemnify and save the Trustee harmless against any and all liabilities, costs and expenses, including legal fees, for anything done or omitted to be done by the Trustee in the performance of this Agreement, except as a result of negligence or bad faith.

This fee schedule may be amended from time to time by written notice from the Trustee to the Corporation at any time.



RULES AND REGULATIONS



METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 831
3050 ELLESMERE ROAD, SCARBOROUGH, ONTARIO M1E 5E6 BOX NO. PH 23
TELEPHONE: (416) 286-3663 FAX: (416) 286-3681

NOTICE

TO: ALL UNIT OWNERS OF METROPOLITAN TORONTO
CONDOMINIUM CORPORATION NO. 831
3050 ELLESMERE ROAD, SCARBOROUGH, ONTARIO M1E 5E6

FROM: THE BOARD OF DIRECTORS OF MTCC 831

Pursuant to Section 29 of the Condominium Act, the Board may make Rules respecting the use of common elements and units or any of them to promote the safety or welfare of the owners and of the property or with the Use and enjoyment of the common elements and of other units.

In consideration of the foregoing, the Board of Directors has passed the attached Resolution and such shall enter into effect 30 days after notice has been given to each owner (which is hereby given with the delivery of this document attached herein).

Dated at Scarborough, this 16th. day of May 1995.

**METROPOLITAN TORONTO CODOMINIUM
CORPORATION NO. 831**

PER: K. Lutz-Meier
SECRETARY

**METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 831
(The "Corporation")**

3050 ELLESMERE ROAD, SCARBOROUGH, ONTARIO

**RE: RULES AND REGULATIONS GOVERNING
THE USE OF RECREATIONAL FACILITIES LOCATED
AT THE ABOVE ADDRESS**

The recreational facilities at 3050 Ellesmere Road shall be operated by the Board of Directors of the Condominium.

Use of the facilities is automatically granted, but at the same time restricted to Residents (whether Owners or Tenants) of residential Units of 3050 Ellesmere Road. For the sake of clarity, any owner of a residential Unit in the Condominium who leases or otherwise grants occupancy of his Unit to another person and thereby does not reside in the Condominium himself, shall be considered to have suspended all his privileges until such Owner once again takes up residency in the Unit of the Condominium.

With regard to the use of the facilities, privileges include the use and enjoyment of the recreational facilities described herein, subject to the Rules and Regulations enacted from time to time by the Board of Directors of the Corporation in accordance with section 29 of the Condominium Act.

Privileges may be suspended by and at the discretion of the Board of Directors in circumstances where a resident or guest continues to act in breach of any one or more of the Rules and Regulations governing the facilities.

The recreational facilities at 3050 Ellesmere Road have been provided for the reasonable use and enjoyment of residents and their guests (who accompany them), subject to reasonable restrictions on guest privileges as set forth herein. The facilities currently include the following:

- 1.) One indoor swimming pool
- 2.) One outdoor tennis court
- 3.) Men's and Ladies' dressing and locker rooms, showers and washrooms
- 4.) Men's and Ladies' Saunas
- 5.) A Games Room (with Ping Pong table)
- 6.) A Hobby Room
- 7.) A Party Room with adjacent washroom
- 8.) A furnished Lounge
- 9.) Fitness/Exercise Room
- 10.) 2 Guest Suites

INDEMNITY OF THE CORPORATION

Recreation areas are at all times unsupervised and residents and their guests use them at their own risk.

The Corporation is not responsible for loss or damage to any personal property, or for personal injury to Residents, their visitors or guests, howsoever caused.

All persons or organizations using the facilities and common element areas shall indemnify and save harmless the Corporation,

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

A.) GENERAL RULES GOVERNING THE RECREATIONAL FACILITIES

- a) The facilities are generally open for use during the hours of 9:00 a.m. to 12:00 p.m. daily.
- b) Pets are not allowed anywhere in the recreational facilities at any time.
- c) Attire consistent with normal public streetwear must be worn (in transit) between the residential Units and the swimming pool and saunas. Cover-ups, robes and swimwear are not acceptable. The change rooms have been provided for the purpose of changing into your sportswear.
- d) Any member of the Board of Directors, the Property Management, the Building Superintendent and security staff may request proof of identity from individuals using the facilities. Similarly, proof of age may be requested from responsible parties in the case of young persons.
- e) In the interests of safety, security and welfare of children and owners, children under the age of 16 must be accompanied by and under the supervision and responsibility of a resident aged 18 or over, subject to the individual Rules (below) for each area of the recreational facilities.
- f) The Board of Directors reserves the right to disallow, displace or disapprove of any group activity which is not properly organized or where the sponsors fail to assume proper responsibility. The Board has the right to determine the availability of facilities in the light of conflicting requests, or if the activity is not consistent with the Condominium Act, the Declaration, By-laws, or the Rules and Regulations governing the use of the facilities.
- g) Food and drinks are not permitted in recreation areas. Recreation areas are at all times unsupervised and residents and their guests use them at their own risk.

SWIMMING POOL

HOURE: 6:00 A.M. - 10:00 A.M.
11:30 A.M. - 24:00 A.M.
CLOSED BETWEEN 10:00 A.M. - 11:30 A.M.

**AGE RESTRICTIONS APPLY
SEE RULES GOVERNING USE**

A Medical Officer of Health, a Public Health Inspector under his direction, or an Officer of the Ministry of Health, may enter upon a public swimming pool at any reasonable time, whether the pool is open for use or not.

Pools are governed by regulations made under the Health Protection and Promotion Act, 1983, as amended. Ontario Government Regulation 381/84 as amended by O. Reg. 146/85 covering swimming pools, requires the following:

The swimming pool, having a water surface area of less than 93 square

metres, and being unsupervised must be posted with the following notice:

"This pool is unsupervised. Bathers under 16 years of age are not allowed within the pool enclosure unless accompanied by a parent or his or her agent who is not less than 18 years of age. The total number of bathers on the deck and in the pool shall not exceed 10."

Ontario Government Regulations governing swimming pools also state that:

- 1.) No person infected with a communicable disease or having open sores on his or her body shall enter the pool.
- 2.) No person shall bring a glass container onto the deck or into the pool enclosure.
- 3.) No person shall pollute the water in the swimming pool in any manner and spitting, spouting of water and blowing the nose in the pool is prohibited.
- 4.) No person shall engage in boisterous play in or about the pool.
- 5.) The maximum number of bathers permitted on the deck and in the pool at any time shall not exceed 10 persons.
- 6.) The nearest emergency telephone is located at the west side of the pool. (The telephone is for emergency use only, anyone using this telephone for any other purpose will be required to immediately vacate the pool and subsequent violation could result in a total ban of that person's pool privileges.)
- 7.) Each bather shall take a shower using warm water and soap and thoroughly rinse off all soap before entering or re-entering the pool deck area.

Children under 36 months of age (or wearing diapers) are not allowed in the pool area at any time unless wearing plastic pants.

RULES GOVERNING USE OF THE POOL

- 1.) The use of the swimming pool is restricted to residents and their guests. There are a maximum of two (2) guests per resident, i.e., per suite. If the number of persons in the pool exceeds the maximum allowed, then the rights of other residents will prevail and guests will be asked to leave.
- 2.) Members are responsible to ensure that their guests are fully aware of all pool rules and regulations.
- 3.) No smoking, food, beverages, drugs or alcohol are permitted in the pool area.
- 4.) Proper pool attire is required in the pool area. Street shoes are not permitted in the pool area and street clothes are not permitted to be worn in the pool.
- 5.) Bathing caps must be worn by all persons with medium length or long hair. Extensive maintenance problems exist from hair strands accumulating in the pool filtration system.
- 6.) The use of oils, lotions or creams is not permitted in the pool area.
- 7.) Radios and/or cassette players are not permitted in the pool area.
- 8.) Inflatable children's toys or floats are not permitted in the pool.

- 9.) No glass or metal containers, bundle buggies, strollers, carts, folding chairs, or any article which may restrict use or clutter the pool area or be construed as a safety or health hazard can be brought into the pool deck areas.
- 10.) No diving, jumping, running or horse-play is allowed anywhere in the pool enclosure.
- 11.) Pool furniture is not to be removed from the deck area other than by an authorized representative of the Corporation.
- 12.) Short term usage lockers have been provided in the mens' and ladies' change rooms to allow for the storage of clothing used during transit from a residential unit to the recreation area. Any lock left permanently on a locker will be removed by Property Management that evening.
- 13.) Life Saving Equipment shall not be tampered with or put to any use other than that which it was designed for. None of the life saving equipment shall be removed from the pool enclosure for any reason whatsoever.

SAUNAS

SAUNA HOURS: 6:00 a.m. - 10:00 a.m.

11:30 a.m. - 12:00 a.m.

Closed from 10:00 a.m. - 11:30 a.m.

FOR HEALTH AND SAFETY REASONS, CHILDREN UNDER 16 YEARS OF AGE ARE NOT PERMITTED IN THE SAUNA AT ANY TIME.

- 1.) The use of the saunas is restricted to residents and their guests (but only while accompanied by the resident). Maximum three (3) guests per resident (i.e., per suite).
- 2.) No one with a serious heart condition or infectious or communicable diseases may use the sauna.
- 3.) No smoking, food, beverages, drugs or alcohol are allowed in the saunas.
- 4.) Water must not be poured on the heating elements. The sauna is designed for DRY HEAT. Water will damage the heating unit.
- 5.) No glass, containers of any kind or newspapers are permitted in the saunas.
- 6.) No one shall tamper with the sauna controls.
- 7.) The sauna door shall not be left open.
- 8.) The use of oils, lotions or creams is not permitted in the saunas.

PARTY ROOM AND LOUNGE

ALL FUNCTIONS MUST BE CONCLUDED BY 12:00 A.M.

RESERVATIONS BY NON-RESIDENTS ARE NOT PERMITTED

RESIDENTS AND GUESTS MUST COMPLY WITH THE TERMS OF THE RENTAL AGREEMENT AT ALL TIMES.

BOOKINGS OF THE PARTY ROOM:

- 1.) To reserve the Party Room, a firm booking must be made in person either at the security desk or in the Management Office. No Telephone reservations will be accepted.
- 2.) The party room and lounge may only be reserved by residents.

Reservations by anyone other than residents are not permitted.

- 3.) It is understood and agreed that due to Fire Regulations, a maximum of 28 persons are allowed to be in attendance at the function for which the room is rented.
- 4.) An all inclusive guest list is to be provided to the Property Management Office prior to the function.
- 5.) The contemplated use of the premises **MUST** be fully disclosed to the Management Office as a condition of, and prior to, the rental of the Party Room. It is agreed that the premises will not be used for any immoral or offensive use and, by way of a specific example, "strip" shows or similar live performances, pornographic or sexually explicit films may not be shown. Where, at the sole discretion of the Board of Directors, it is determined that the requested function should more properly be held in an off-site commercial establishment, then Management reserves the right to disallow the use of the Party room and lounge.
- 6.) The Resident is responsible for full compliance with any legal or regulatory obligations and shall fully indemnify and hold harmless the Corporation, Management, its employees and agents from any breach thereof.
- 7.) The Resident authorized to use the Party Room shall not permit noisy or rowdy behaviour or any illegal act in or adjacent to the Lounge or upon the Common Elements, nor any behaviour which may disturb the enjoyment of other residents, their guests, families, visitors, servants or persons having business with them. In the event that the Resident has not complied with any and all terms of the Rental Agreement, the Corporation will have the right, at the sole discretion of the Board of Directors and/or the Property Manager, to withhold the Security Deposit and/or deny the Resident the future use of the party room facilities.
- 8.) Any damage to the building, grounds and room itself, caused by the Resident, any members of the Resident's family, or by any of the Resident's guests by reason of or arising out of the use of the facility, will be the full responsibility of the Resident and the Resident will be charged the costs involved in restoring any damaged property to its original condition.
- 9.) Any damage to furnishings and/or finish of rooms and/or theft or loss of property is the responsibility of the resident who will be assessed the costs of repairs, refinishing, or replacing as determined by the Board in its sole discretion. The Resident shall accept responsibility for the use of the room in accordance with regulations governing the use of the areas described, as set out herein.
- 10.) No decorations of any kind shall be affixed to the furniture, walls, ceilings or any other part of the interior of the Lounge Area. The Resident must further assure that all furniture in the Lounge will remain in its place before, after, and throughout the event and must not be moved for any reason whatsoever.
- 11.) Exits must be kept free from obstructions at all times.
- 12.) The Corporation is not responsible for loss or damage to any personal property, or for personal injury to Residents or guests, however caused.
- 13.) The event is to be confined to the Party Room and Lounge. All other areas of the Building are off limits to party guests. The washroom to be used is located in the party room. The washroom on the main lobby entrance may be used for handicapped persons only. No drinks or food are allowed beyond the party room doors.

- 14.) The Resident shall ascertain any and all permits, licenses and consents that are or may be required in connection with the use of the Party Room by the Resident as aforesaid, and to obtain such permits, licenses and consents at his or her own expense prior to the rental date set out in the Rental Contract, and to have licenses, consents and permits posted or available for inspection, as may be required.
- 15.) Residents are reminded that they are fully responsible for ensuring that their families, guests and visitors are familiar with the Rules and Regulations governing the use of these facilities.
- 16.) The Resident will assume full responsibility for the preservation of proper order and decorum and ensure there are no disturbances to, or disruptions of the ongoing activities elsewhere on the Common Elements or in the recreational facilities.
- 17.) The Resident will be responsible for his/her guests behaviour. If in the opinion of the Management or Security the Resident cannot or will not control the behaviour of his/her guests and the situation in the Board's opinion has deteriorated to an unsatisfactory level, Management or the representative on duty will have full authority to terminate the party immediately and ask all persons to leave the premises: and/or the Police may be called to assist Management or Security in controlling the situation and/or the security deposit may be forfeited as partial compensation. It will be held at the sole discretion of Management and/or the Board of Directors as to whether the Security Deposit will be withheld and as to whether the Resident will be permitted to use the Party Room for any further occasion.
- 18.) It is the responsibility of the Host/Resident to ensure that guests do not leave the party in an intoxicated state, such being a danger to themselves and/or others and it shall be the sole responsibility of the host to prevent any intoxicated person(s) from being in control of a motorized vehicle and to ensure that other modes of transportation are available.
- 19.) The party room shall be inspected before and after each event and, in the event that the Resident cannot be located after the function for an inspection, the inspection will be performed by Security Personnel who will indicate on the inspection sheet that the Resident was not present. In this regard, where a Resident does not make him/herself available for the inspection after the Party, the information given on the inspection sheet shall be deemed correct, including all damages listed therein.
- 20.) The Resident shall be responsible for informing his/her guests of alternate parking areas outside of the property in the event that all visitor spaces are filled. **UNDER NO CIRCUMSTANCES WILL ANY VEHICLE BE ALLOWED TO PARK IN THE FIRE ROUTE.**
- 20.) If a conflict exists between these Rules and the Party Room Rental Agreement the signed Party Room Rental Agreement shall take precedence.
- 21) **BOOKING OF THE PARTY ROOM**
 - a) To arrange a booking, a Party Room Rental Agreement must be completed and signed by the Resident and accompanied by a Security Deposit of \$200.00 and a \$50.00 rental fee, either by certified cheque, money order or cash. If, after the completion of the function, the security inspection reveals no damages, the Damage deposit will be refunded in full by the close of the next business day. The amounts of both the Damage deposit and the rental fee shall be established by the Board of Directors from time to time.
 - b) **A BOOKING CANNOT BE CONSIDERED FIRM UNTIL THE SIGNED RENTAL AGREEMENT, TOGETHER WITH THE FEES AS SET OUT ABOVE HAVE BEEN RECEIVED AND A RECEIPT FOR SAME HAS BEEN ISSUED**

IN HOUSE ACTIVITIES

The Management and the Board of Directors reserve the right to permit exclusive use of the Party Room and Lounge without an agreement, deposit or fees for activities or events of a social or recreational nature operated by the Social Committee or other groups or committees for the benefit of the Residents of the Condominium.

TENNIS COURT

HOURS: 9:00 A.M. - 8:00 P.M.

- 1.) The use of the Tennis Court is restricted to Residents and their guests (but only while accompanied by the Resident).
- 2.) No smoking, food, beverages, drugs or alcohol are allowed in the Tennis court enclosure.
- 3.) The player who has reserved the court for his use must sign in at the Security desk, where he will receive the key prior to going up to the court. The resident should return the key BEFORE he begins play.
- 4.) The court will be forfeited if not used within 10 minutes of booking time.
- 5.) Playing time is one hour and the court must be vacated promptly once the playing time has expired. Only if the court is not reserved may the player extend his reservation of the court, and only after again signing in for another play period and the 10 minutes waiting time has been observed. Starting time is always on the hour.
- 6.) Residents may play more than once in a single day; however, the second booking must be made when the court is not reserved and the 10 minutes waiting time has been observed.
- 7.) The only sport allowed on the tennis court is tennis. No hockey, basketball, football, etc. may be played on the tennis court.
- 8.) Proper court shoes (non-marking) must be worn.
- 9.) Street clothing is not permitted. Players must wear proper tennis attire at all times.

GAMES ROOM

HOURS: 10:00 A.M. - 9:00 P.M.

- 1.) The use of the Games Room is restricted to residents and their guests (but only while accompanied by a resident). Maximum two guests per resident (i.e., suite).
- 2.) Players must reserve time by signing the Games Room register. Playing time is 60 minutes beginning on the hour. Multiple bookings will not be accepted. If a prospective player is more than 10 minutes late for the particular booking, then another person may book and take their allotted time.
- 3.) All ages are allowed in the games room, but anyone under the age of sixteen must be accompanied by a responsible adult 18 years of age or older.
- 4.) No smoking, food, beverages, drugs, or alcohol are allowed in the games room.
- 5.) No yelling, screaming or use of coarse language is allowed in the games room.

- 6.) Upon completion of play, all lights and exhaust fans must be turned off, and the door must be locked behind you. All equipment must be returned to the Security Desk in the condition found.
- 7.) Damage to the Games room or equipment can be charged to the resident listed on the Games room register at the time the damage occurred. Each resident is responsible for the conduct of his/his guests.
- 8.) No running, heavy physical playing or water games are permitted in the games room.
- 9.) Radios are not permitted to be brought into the Games Room.

GUEST SUITES

PERSONS UNDER 18 YEARS OF AGE ARE NOT PERMITTED
IN THE GUEST SUITES UNLESS ACCOMPANIED
BY THEIR PARENT OR GUARDIAN

There are two guest suites available for the convenience and use of guests of residents. They may be reserved up to three months in advance, but must be paid for at the time of booking.

Guests may use the recreational facilities, which include an indoor swimming pool, games room, tennis court, hobby room, exercise room and party room ONLY WHEN ACCOMPANIED BY THE RESIDENT.

Guests are subject to all Rules and Regulations of the Corporation. The resident is responsible for ensuring that his/her guests comply with all Rules.

REGULATIONS

- 1.) The guest suites are available on a "first come" basis. Multiple bookings for the same time period, by the same resident, will be at the sole discretion of Management or the Board of Directors.
- 2.) The rate for use of each suite is set by the Board from time to time. As of the date of this publication the daily rental charge for each guest suite is \$ 50.00 per night's stay, up to a maximum of \$250.00 per week.
- 3.) A separate \$200.00 refundable deposit is required as a security deposit. ALL PAYMENTS MUST BE EITHER CASH, CERTIFIED CHECK OR MONEY ORDER. The deposit must be received at the time of booking either of the guest suites as the resident is responsible for any damage caused to the suite by the guest and can further be charged for damage costs exceeding the security deposit.
- 4.) An inspection of the suite by the resident, accompanied by Management Representative or security officer, will be conducted prior to the guest occupying the suite, and at the end of the guest's stay. An inspection report is provided for the convenience of the Resident. The security deposit will be refunded by the end of the next business day if no damage has occurred and all keys are returned.
- 5.) Residents may book a guest suite three months in advance but not less than 14 days prior to its actual usage, at which time full payment must be made and all necessary forms (determined and provided by the Board of Directors) must be signed, failing which the room may be considered available for other bookings.
- 6.) Residents are required to book a guest suite in person, on their visitor's behalf. These suites are open only to residents who require the room for visitors. Only visitors who are visiting a resident in Mapledale are allowed to occupy these suites.
- 7.) A guest suite key and a front door access key should be picked up from Management or the Concierge Desk by the resident on the first

day of use. Upon the guest vacating the suite, the resident must ensure that the suite is locked and the keys have been returned to Management or the Concierge Desk.

- 8.) All residents must sign in their visitor with complete information, address, telephone number, and must understand that the resident him/herself will be liable for any damages or stolen property.
- 9.) Payment is refundable for unused suites when cancelled at least 72 hours in advance of the booked date.
- 10.) The Management office hours are 9:00 a.m. to 5:00 p.m. (Monday to Friday).
- 11.) Check-in time is 2:00 p.m. and check out time is 11:00 a.m.
- 12.) The suites are allowed to be rented for only a maximum of 2 whole weeks. If the visitor requires any additional days, the resident must see Management for a possible extension and such extension may be given at the sole discretion of the Manager and/or the Board of Directors.
- 13.) Suites will be cleaned as required at the discretion of the Property Manager.
- 14.) Problems with a guest suite are to be reported to the Property Management or the Concierge Desk.
- 15.) No provisions can be made for infants.
- 16.) Persons under the age of 18 are not allowed in the guest suites unless accompanied by their parent or guardian.
- 17.) No pets are allowed in the guest suites.
- 18.) The guest suites do not contain a telephone or have any laundry or cooking facilities. NO COOKING IS ALLOWED IN THE GUEST SUITES.
- 19.) The visitor must provide their own bedsheets to fit a double size bed.
- 20.) The number of occupants in each guest suite is limited to two (2).

FITNESS/EXERCISE ROOM

Hours: 6:00 a.m. - 12:00 p.m.

PLEASE NOTE:

SAFETY PRECAUTIONS MUST BE TAKEN AT ALL TIMES TO PREVENT INJURY OR DAMAGE. CHECK WITH YOUR PHYSICIAN IF THERE IS ANY QUESTION ABOUT YOUR HEALTH BEFORE PARTICIPATING IN STRENUOUS EXERCISE ACTIVITIES.

FOR HEALTH AND SAFETY REASONS, CHILDREN UNDER THE AGE OF 16 ARE NOT PERMITTED IN THE FITNESS/EXERCISE ROOM AT ANY TIME UNLESS UNDER THE SUPERVISION OF AN ADULT PARENT OR GUARDIAN.

- 1.) The use of the exercise room/fitness room is restricted to residents and their guests (maximum 2 guests per suite).
- 2.) No smoking, food, beverages, drugs or alcohol are allowed in the Fitness/Exercise Room.
- 3.) Wet bathing suits are not permitted and athletic shoes and athletic T-shirts must be worn in this room. Towels should be placed on exercise benches or used to wipe benches after use.
- 4.) Recorded tapes designed for exercise programs may be used if played at low volume.
- 5.) No equipment is to be removed from the room for any reason.

- 6.) Due caution must be used when using the equipment provided in the exercise room and all persons using the equipment do so at their own risk.
- 7.) In order to use the Exercise room the Resident wishing to use the facilities is required to sign in at the Security desk and obtain the key to the exercise room. He/she is entitled to use the facilities for a period of one (1) hour, upon which time the key must be returned to the Security desk.
- 8.) Guests may only use the exercise room in the company of the Resident.

HOBBY ROOM

Hours: 8:00 a.m. - 12:00 p.m.

- 1.) Residents pursue their hobbies in this room at their own risk.
- 2.) The Corporation assumes no responsibility whatsoever for articles, furniture or tools left in the hobby room.
- 3.) Residents are expected to use caution when using paints and spray paints, so as to avoid damage to the walls, even though plastic sheets have been provided to protect them.
- 4.) No dangerous chemicals of any kind are to be used or stored in the hobby room at any time.
- 5.) The User is expected to leave the hobby room in the same state as he/she found it upon entering. Residents who are found to damage walls or fixtures in the hobby room will be charged for costs of repairs and/or clean-up.
- 6.) The hobby room is not to be used for any activities which will create undue noise and interfere with the activities in the Lobby Management office or general enjoyment of other residents.
- 7.) Further rules for the booking and use of the Hobby Room may be established from time to time by the Board of Directors at their discretion.

CAR WASH

HOURS: MONDAY - FRIDAY 10:00 a.m. TO 21:00 p.m.
SATURDAY-SUNDAY 9:00 A.M. TO 21:00 p.m.

- 1) The car wash is for the convenience of RESIDENTS ONLY.
- 2) Use of the Car Wash is on a "first come" basis only and no advance reservations can be made. Users must sign their name and Suite number in the Car Wash registry when obtaining the key to the car wash. The key must be returned to the Security desk upon completion of the wash.
- 3) The use of the car wash is limited to a one hour period each use.
- 4) The user must provide his/her own water hose for washing a car.
- 5) The car wash is not to be used for oil changes, engine shampoos or other car repairs at any time. All debris and garbage in connection with the cleaning of a vehicle must be properly disposed of in the receptacles provided for this purpose.

BBQ AREA

HOURS: 10:00 a.m. TO 22:00 p.m. DAILY

- 1) Residents wishing to use the BBQ area must sign in with Security. Each Resident will be totally responsible for all damages, cleanliness and the behaviour guests invited to the BBQ.
- 2) Residents must supply their own charcoal, starter or any other supplies needed.
- 3) After each BBQ, the grill must be properly cleaned and left in ready condition for the next use. All debris and garbage must be collected from the BBQ area (including the garbage receptacles provided), properly bagged and disposed of to discourage the attraction of animals and insects.
- 4) To avoid injuries from broken glass, no glass of any kind may be brought into the BBQ area. Instead, plastic and styrofoam cups and containers are to be used.
- 5) The door to the pool shall remain closed at all times and not used by anyone to exit from or gain access to the building. Access may be gained via the area between tennis court and building.

OWNER INFORMATION

NEWTON – TRELAWNEY

PROPERTY MANAGEMENT SERVICES

Dear New Owner:

If you are an absentee (off-site) owner at the above noted property, could you please note the following information:

As you have no doubt heard, the New Condominium Act is now in force. Under this Act, owners of units who live away from the condominium are required to furnish certain information to the condominium. We are setting out below Clause 83 (1) (a), (b), (c) and (2) and request that you provide us with the information requested.

- 83. (1)The owner of a unit who leases the unit or renews a lease of the unit shall, within 30 days of entering into the lease or the renewal, as the case may be,**
- (a) notify the Corporation that the unit is leased;**
 - (b) provide the Corporation with the lessee's name, the owner's address and a copy of the lease or renewal or a summary of it in the form prescribed by the Minister; and**
 - (c) provide the lessee with a copy of the declaration, by-laws and rules of the Corporation. 1998, c.19,s.83(1).**

Termination of Lease

- (2) If a lease of a unit is terminated and not renewed, the owner of the unit shall notify the Corporation in writing. 1998, c.19, s.83(2).**

We are also attaching a copy of Form 5 of Ontario Regulation 49/01, which you may use instead of providing a copy of the lease.

Your co-operation in providing us with details as directed in the Act would be much appreciated.

NEWTON-TRELAWNEY PROPERTY MANAGEMENT SERVICES

Form 5

SUMMARY OF LEASE OR RENEWAL
(clause 83 (1) (b) of the Condominium Act, 1998)

TO: Metro Toronto Condominium Corporation No. 831 (condominium corporation)

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:

[For all condominium corporations except common elements condominium corporations:

Unit(s) _____, Level(s) _____ *(include any parking or storage units that have been leased)]*

[In the case of a common elements condominium corporation:

the common interest in the condominium corporation, being the interest attached to #

(provide brief description of the parcel of land to which the common interest in the Condominium Corporation is attached)]

on the following terms:

Name of lessee(s) (or sub-lessee(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)

2. I (We) have provided the *(strike out whichever is not applicable: lessee(s), sublessee(s))* 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)



March 14, 2017

ON-LINE

REFERENCE 7366.Ferguson.Sale
3050 Ellesmere Road, Unit 1020, Toronto
Closing Date: TBA
Metro Toronto Condominium Corporation 831

Enclosed is the status certificate and relevant documentation requested by you regarding the sale of the above-mentioned unit.

NEWTON-TRELAWNEY MANAGEMENT SERVICES INC.

STATUS CERTIFICATE FOR STANDARD CONDOMINIUM
Condominium Act, 1998

(Under Sub-section 76 (1) of the Condominium Act, 1998)

REFERENCE - 7366.Ferguson.Sale

METRO TORONTO CONDOMINIUM CORPORATION NO. 831 (known as the Corporation) certifies that as of the date of this certificate:

- | | |
|-------------------------|---|
| 1. Mailing Address | c/o Newton-Trelawney Management Services Inc. |
| 2. Address for Service: | 253 Lake Driveway, W., Ajax, Ontario L1S 5B5 |
| 3. Name of Prop. Mgr. | Koula Kypreos-Rogers |
| Address: | as above |
| Phone No. | 416-286-3663 |

4. The Directors & Officers of the Corporation are:

<u>Name</u>	<u>Position</u>	<u>Address</u>	<u>Telephone</u>
Zeresh Turner	President	3050 Ellesmere Rd.	416-286-3663
Lilia Shillingford	Director	3050 Ellesmere Rd.	416-286-3663
Janice Earle	Treasurer	3050 Ellesmere Rd.	416-286-3663
Arthur Chow	Vice President	3050 Ellesmere Rd.	416-286-3663
Robin Narain	Secretary	3050 Ellesmere Rd.	416-286-3663

COMMON EXPENSES

5. The owner of **Unit 14, Level 9; 3050 Ellesmere Rd., Apt. 1020, Scarborough, Ontario; Parking Space 55A; Locker Unit 10 Level A*; Locker Unit 38 Level A*** Municipally known as Metro Toronto Condominium Corporation No. 831, registered in the Land Registry office for the Land Titles (or Registry) Division No. 63 of Toronto in the Province of Ontario is not in default in the payment of common expenses in the amount of **\$0.00**; pursuant to all cheques clearing the bank;
6. A payment on account of common expenses for the unit in the amount of **\$702.72** (\$696.10 common element fee; \$6.62 locker(s) is due on **April 1, 2017** or the period by **April 1, 2017 to April 30, 2017**. 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.
7. The Corporation has the amount of **\$0.00** 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 budget of the Corporation for the current fiscal year is accurate and will result in a marginal surplus or deficit.
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 and to 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;

RESERVE FUND

13. The Corporation's Reserve Fund amounts to **\$2,716,290.61** is at **February 28, 2017**.
14. The most recent Reserve Fund Study conducted by the Board of Directors was a Reserve Fund Study Update dated July 1, 2016 prepared by M & E Engineering.
15. Not applicable.
16. The Board has sent to the owners, a notice dated July 12, 2016 containing a summary of the reserve fund

study, a summary of the proposed plan for future funding of the reserve fund and a statement indicating the areas, if any, in which the proposed plan differs from the study. The proposed plan for future funding of the reserve fund has been implemented and the total contribution each year to the reserve fund is being made as set out in the Contribution Table included in the notice.

17. There are no plans to increase the Reserve Fund under a plan proposed by the Board under Sub-Section 94(8) of the *Condominium Act, 1998*, for future funding of the Reserve Fund. **Except as set out in the Reserve Fund Study.**

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 131 of the *Condominium Act, 1998*.

AGREEMENTS WITH OWNERS RELATING TO CHANGES TO THE COMMON ELEMENTS

23. No agreements are in place.

LEASING OF UNITS

24. The Corporation has received notice under Section 83 of the *Condominium Act, 1998*, that 109 units were leased during the fiscal year preceding the date of this status certificate.

Note:

- 1) **The declaration of MTCC 831, item 6.02 Use of Dwelling Units states: Each dwelling unit shall be occupied and used only for private single family residential purposes and for no other purpose..."**
- 2) **The declaration of MTCC 831, item 10.2 Occupancy states: The Corporation hereby adopts as the maximum occupancy for each unit, the occupancy load determination in the Ontario Building Code as prescribed in O.Reg. 403/97 being (2) persons per sleeping room or sleeping area in a dwelling unit.**

SUBSTANTIAL CHANGES TO THE COMMON ELEMENTS, ASSETS OR SERVICES

25. There are no additions, alternations 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;

INSURANCE

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

CLAUSES 27 TO 32 DO NOT APPLY AS THIS IS A STANDARD CONDOMINIUM

DOCUMENTATION ATTACHMENTS

33. The following documents are attached to this status certificate and form part of it:
- a) a copy of the current Declaration, By-Laws and Rules;
 - b) a copy of the budget of the Corporation for the current fiscal year, its last annual audited financial statements and the auditor's report on the statements.
 - c) a list of all current agreements between the corporation and another corporation or between the corporation and the owner of the unit (if applicable)
 - d) a certificate or memorandum of insurance for each of the current insurance policies;
 - e) a copy of a notice 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.

RIGHTS OF PERSON REQUESTING CERTIFICATE

34. The person requesting this certificate has the following rights under Sub-Sections 76 (7) and (8) of the *Condominium Act, 1998* with respect to the agreements listed in sub-paragraph 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 sub-paragraph 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.

OTHER

35. There are restrictions set forth in the *Condominium Act, 1998*, the Declaration and the Rules governing tenancies and the keeping of pets within the building(s) or ground(s). Unit purchasers are urged to review, in particular, these restrictions prior to taking occupancy (directly or by a tenant) of the unit.
36. It is the purchaser's responsibility to review the Declaration and Description pertaining to the unit, including any exclusive use common element area, to determine whether or not the vendor or any previous owner or occupant of the unit has carried out a structural change to the unit or has modified the common elements in circumstances where the Board has not given its prior written consent. As this unit and any appurtenant exclusive use common element (if applicable) have not been inspected prior to the making of and execution of this certificate, the Condominium Corporation cannot comment upon matters of non-compliance which may be revealed by an inspection of the unit. The Corporation reserves its right to enforce any matters of non-compliance notwithstanding that they may have existed prior to the issuance of this certificate.
37. As matter of personal safety, please be advised that Unit Owner is responsible for the installation, maintenance, repair and replacement of SMOKE ALARMS, and if necessary CARBON MONOXIDE DETECTORS within the dwelling unit.
38. This Status Certificate is valid subject to all outstanding cheques/payments clearing the bank that were issued to the Corporation, up to and including the date below.
39. Upon ownership of the common interest in the Corporation being transferred, it is the responsibility of the purchaser to advise the Corporation, in writing, of the purchaser's name and address for service. It is preferable that this information be provided to the Corporation ***immediately*** following the transfer of ownership of the common interest in this Corporation. Until this notice is received in writing by the Corporation, the Corporation cannot recognize the purchaser as the owner of the common interest in the Corporation on the records of the Corporation. The Corporation will not be responsible for any compromise of the purchaser's rights vis-à-vis the Corporation, or for any costs, losses or damages incurred by the purchaser as a result of any delay in providing this information.

Note - As a matter of continuity, no coverings other than conventional draperies or blinds visible from the outside of the building and that have a colour within a range of white to off-white are permitted for the unit windows.

Note - Must be informed of ownership of each locker at closing.

DATED this 14th day of March 2017.

METRO TORONTO CONDOMINIUM CORP. NO. 831



Colin Sinclair, BAA, CSM, ARP, CMOC, CPM

I have the authority to bind the Corporation