



For Office Use Only
(to be inserted by the Secretary-Treasurer
after application is deemed complete)

FILE NUMBER: A-2024-0413

The Personal Information collected on this form is collected pursuant to section 45 of the Planning Act and will be used in the processing of this application. Applicants are advised that the Committee of Adjustment is a public process and the information contained in the Committee of Adjustment files is considered public information and is available to anyone upon request and will be published on the City's website. Questions about the collection of personal information should be directed to the Secretary-Treasurer, Committee of Adjustment, City of Brampton.

APPLICATION

Minor Variance or Special Permission

(Please read Instructions)

NOTE: It is required that this application be filed with the Secretary-Treasurer of the Committee of Adjustment and be accompanied by the applicable fee.

The undersigned hereby applies to the Committee of Adjustment for the City of Brampton under section 45 of the Planning Act, 1990, for relief as described in this application from By-Law **270-2004**.

1. **Name of Owner(s)** 1000340771 Ontario Inc.
Address 3 Executive Ct. Brampton. L6R 0K8

Phone # 416 - 580 - 6724 **Fax #** _____
Email raminder@teghproperties.com

2. **Name of Agent** Haroon Malik
Address 14 Torrance Woods, Brampton. ON L6Y 2N3

Phone # 647 - 770 - 3230 **Fax #** _____
Email haroon@wedesignbuild.ca

design@wedesignbuild.ca

3. **Nature and extent of relief applied for (variances requested):**
To allow the proposed automotive sale (Used cars) at Units 3&4 - 2084 Steeles Ave. E

4. **Why is it not possible to comply with the provisions of the by-law?**
The property is zoned M2. The zoning by law (Section 32.1 M2) does not permit automotive sales. (There are exceptions in the neighboring units like Enterprise rent a car)

5. **Legal Description of the subject land:**
Lot Number 01
Plan Number/Concession Number RP - 766
Municipal Address 3&4-2084 Steeles Ave. E, Brampton ON L6T 1A7

6. **Dimension of subject land (in metric units)**
Frontage 20.2M
Depth 42.1 M
Area 857 Sq. M appx.

7. **Access to the subject land is by:**
Provincial Highway ☒ **Seasonal Road** ☐
Municipal Road Maintained All Year ☐ **Other Public Road** ☐
Private Right-of-Way ☐ **Water** ☐

8. Particulars of all buildings and structures on or proposed for the subject land: (specify in metric units ground floor area, gross floor area, number of storeys, width, length, height, etc., where possible)

EXISTING BUILDINGS/STRUCTURES on the subject land: List all structures (dwelling, shed, gazebo, etc.)

-----Existing to Remain -----

PROPOSED BUILDINGS/STRUCTURES on the subject land:

-----Existing to Remain -----

9. Location of all buildings and structures on or proposed for the subject lands: (specify distance from side, rear and front lot lines in metric units)

EXISTING

Front yard setback	<u>N/A</u>
Rear yard setback	<u>N/A</u>
Side yard setback	<u>N/A</u>
Side yard setback	<u>N/A</u>

PROPOSED

Front yard setback	<u>N/A</u>
Rear yard setback	<u>N/A</u>
Side yard setback	<u>N/A</u>
Side yard setback	<u>N/A</u>

10. Date of Acquisition of subject land: _____
11. Existing uses of subject property: Warehouse (Small equipments sale)
12. Proposed uses of subject property: Car Showroom / Automotive Sale (Used cars)
13. Existing uses of abutting properties: Warehouse
14. Date of construction of all buildings & structures on subject land: _____
15. Length of time the existing uses of the subject property have been continued: 2 Years Appx.

16. (a) What water supply is existing/proposed?
- | | | |
|-----------|-------------------------------------|-----------------------|
| Municipal | <input checked="" type="checkbox"/> | Other (specify) _____ |
| Well | <input type="checkbox"/> | |
- (b) What sewage disposal is/will be provided?
- | | | |
|-----------|-------------------------------------|-----------------------|
| Municipal | <input checked="" type="checkbox"/> | Other (specify) _____ |
| Septic | <input type="checkbox"/> | |
- (c) What storm drainage system is existing/proposed?
- | | | |
|---------|-------------------------------------|-----------------------|
| Sewers | <input checked="" type="checkbox"/> | Other (specify) _____ |
| Ditches | <input type="checkbox"/> | |
| Swales | <input type="checkbox"/> | |

17. Is the subject property the subject of an application under the Planning Act, for approval of a plan of subdivision or consent?

Yes ☐ No ☒

If answer is yes, provide details: File # _____ Status _____

18. Has a pre-consultation application been filed?

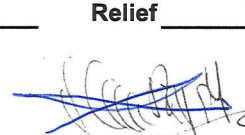
Yes ☐ No ☒

19. Has the subject property ever been the subject of an application for minor variance?

Yes ☐ No ☒ Unknown ☐

If answer is yes, provide details:

File # _____	Decision _____	Relief _____
File # _____	Decision _____	Relief _____
File # _____	Decision _____	Relief _____


Signature of Applicant(s) or Authorized Agent

DATED AT THE _____ City _____ OF _____ Brampton _____

THIS 31 DAY OF October, 2024.

IF THIS APPLICATION IS SIGNED BY AN AGENT, SOLICITOR OR ANY PERSON OTHER THAN THE OWNER OF THE SUBJECT LANDS, WRITTEN AUTHORIZATION OF THE OWNER MUST ACCOMPANY THE APPLICATION. IF THE APPLICANT IS A CORPORATION, THE APPLICATION SHALL BE SIGNED BY AN OFFICER OF THE CORPORATION AND THE CORPORATION'S SEAL SHALL BE AFFIXED.

RAMINDER PAL SINGH
I, Haroon Malik, OF THE _____ City _____ OF _____ Brampton _____

IN THE _____ Region _____ OF _____ Peel _____ SOLEMNLY DECLARE THAT:

ALL OF THE ABOVE STATEMENTS ARE TRUE 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.

DECLARED BEFORE ME AT THE

CITY OF BRAMPTON

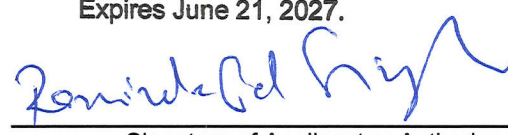
IN THE REGION OF _____

PEEL THIS 31 DAY OF _____

Oct, 2024


A Commissioner etc.

Valerie Low
a Commissioner, etc.,
Province of Ontario,
for the Corporation of the
City of Brampton.
Expires June 21, 2027.


Signature of Applicant or Authorized Agent

FOR OFFICE USE ONLY

Present Official Plan Designation: _____

Present Zoning By-law Classification: _____

This application has been reviewed with respect to the variances required and the results of the said review are outlined on the attached checklist.

Zoning Officer

Date

DATE RECEIVED

Oct 31, 2024

Date Application Deemed
Complete by the Municipality

VH

APPOINTMENT AND AUTHORIZATION OF AGENT

To: The Secretary-Treasurer
Committee of Adjustment
City of Brampton
2 Wellington Street West
Brampton, Ontario
L6Y 4R2
coa@brampton.ca

LOCATION OF THE SUBJECT LAND: 384-2084 Steeles Ave. E, Brampton ON L6T 1A7

I/We, Raminderpal Singh

1000340771 ONTARIO INC (RS)
please print/type the full name of the owner(s)

the undersigned, being the registered owner(s) of the subject lands, hereby authorize

HAroon Malik

please print/type the full name of the agent(s)

to make application to the **City of Brampton Committee of Adjustment** in the matter of an application for **minor variance** with respect to the subject land.

Dated this 4th day of October, 2024.

Raminderpal Singh

(signature of the owner[s], or where the owner is a firm or corporation, the signature of an officer of the owner.)

Raminderpal Singh

(where the owner is a firm or corporation, please print or type the full name of the person signing.)

NOTE: If the owner is a firm or corporation, the corporate seal shall be affixed hereto.

NOTE: Unit owners within a Peel Standard Condominium Corporation are to secure authorization from the Directors of the Condominium Corporation in a form satisfactory to the City of Brampton, prior to submission of an application. Signatures from all Members of the Board of Directors are required.

PERMISSION TO ENTER

To: The Secretary-Treasurer
Committee of Adjustment
City of Brampton
2 Wellington Street West
Brampton, Ontario
L6Y 4R2
coa@brampton.ca

LOCATION OF THE SUBJECT LAND: 384-2084 Steeles Ave. E. Brampton ON L6T 1A7

I/We, Raminderpal Singh 1000340771 ONTARIO INC (RS)
please print/type the full name of the owner(s)

the undersigned, being the registered owner(s) of the subject land, hereby authorize the Members of the City of Brampton Committee of Adjustment and City of Brampton staff members, to enter upon the above noted property for the purpose of conducting a site inspection with respect to the attached application for Minor Variance and/or consent.

Dated this 4th day of October, 2024.

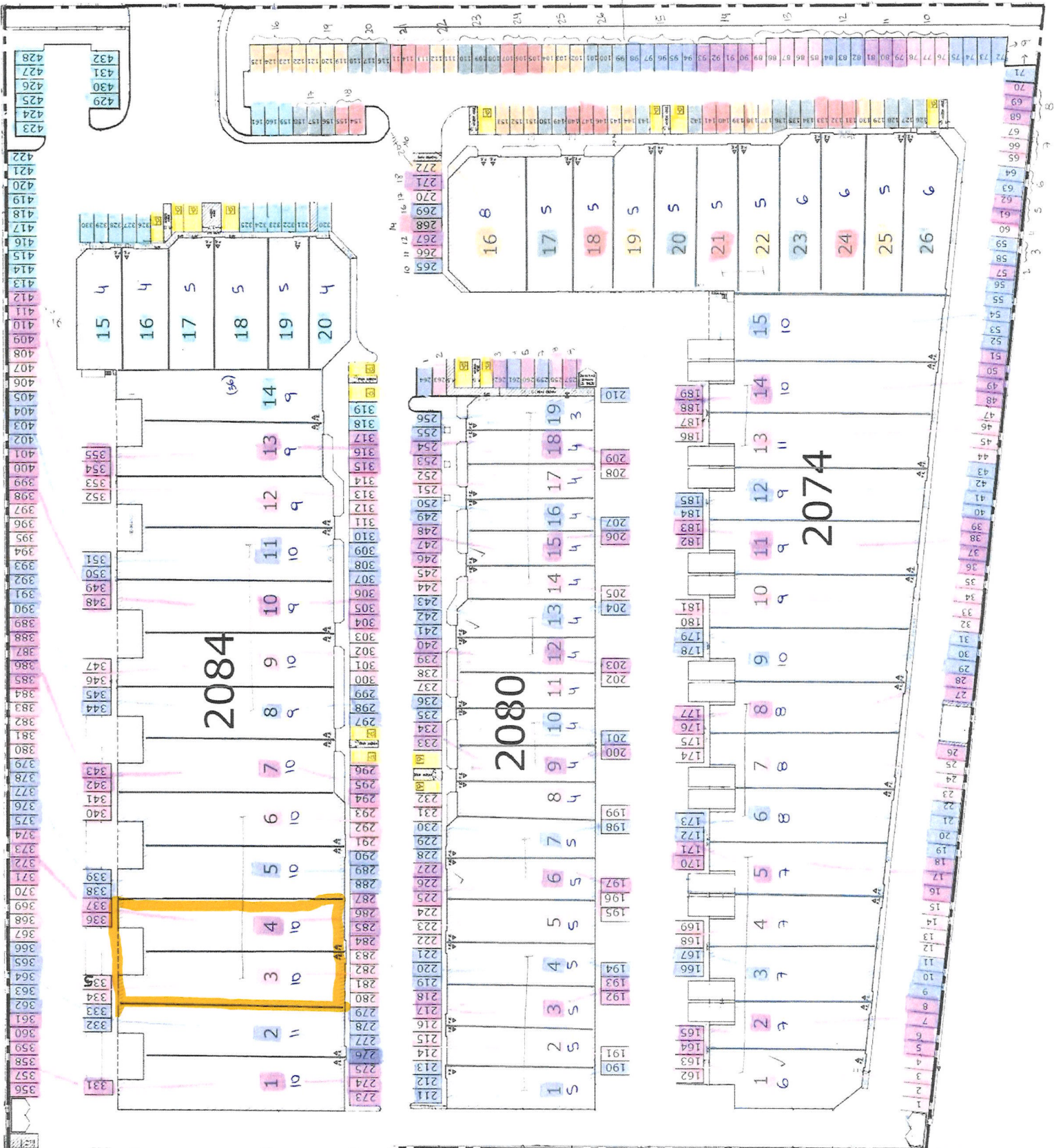
Raminderpal Singh
(signature of the owner[s], or where the owner is a firm or corporation, the signature of an officer of the owner.)

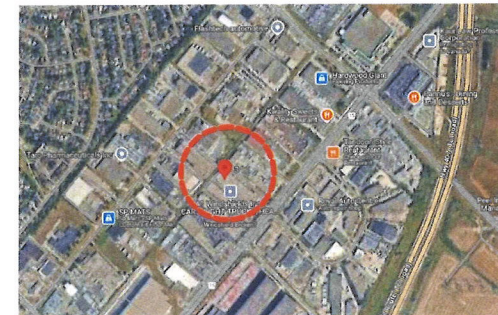
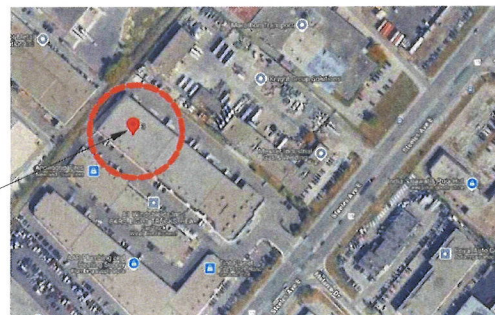
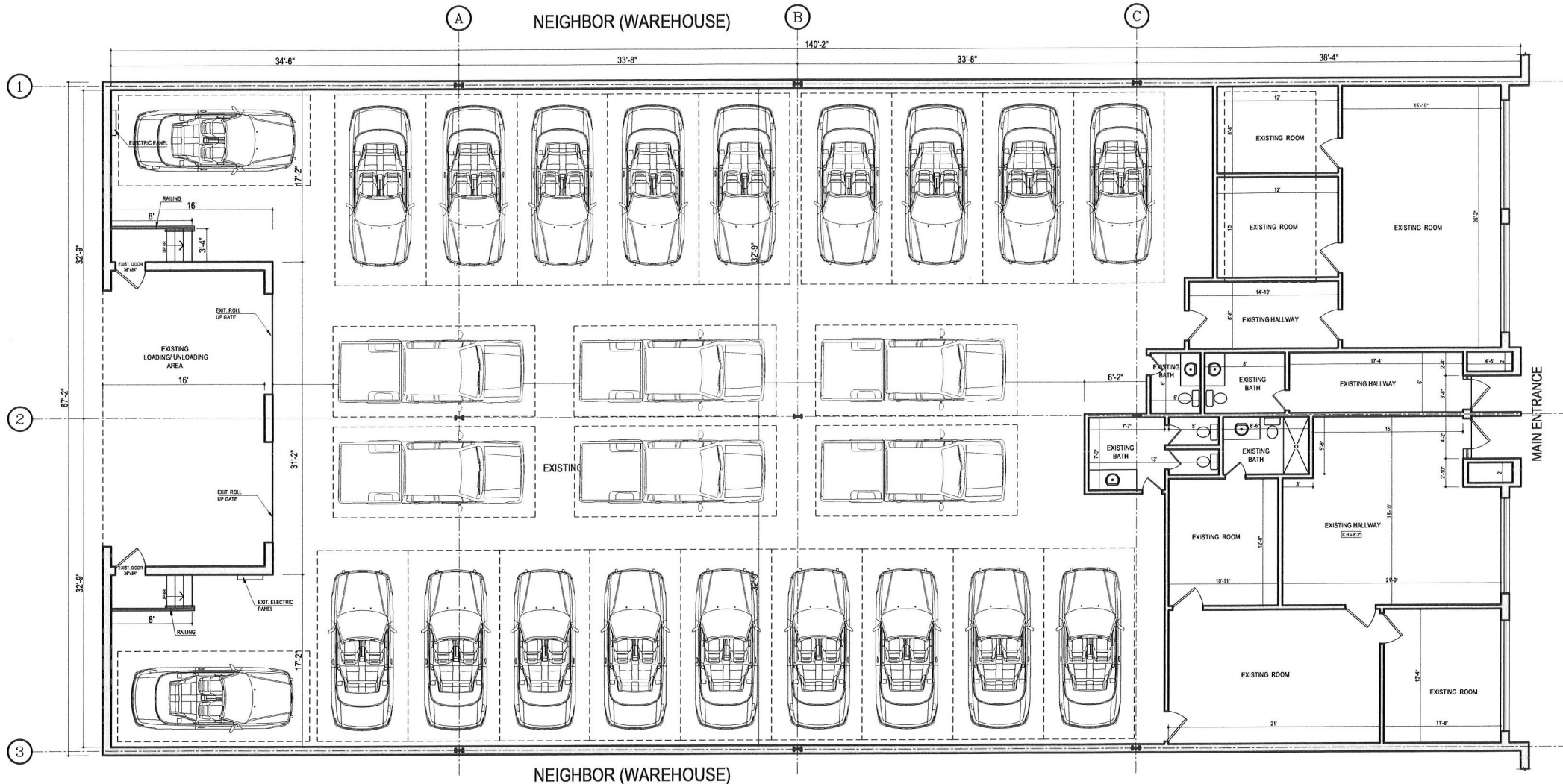
Raminderpal Singh

(where the owner is a firm or corporation, please print or type the full name of the person signing.)

NOTE: If the owner is a firm or corporation, the corporate seal shall be affixed hereto.

NO DISCUSSION SHALL TAKE PLACE BETWEEN THE COMMITTEE MEMBERS AND THE APPLICANT DURING THE SITE INSPECTION





LOCATION PLAN

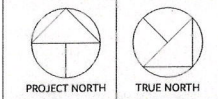
GENERAL NOTES:

COPYRIGHT REMAINS THE PROPERTY OF WEDESIGNBUILD INC. THESE PLANS, DESIGN AND INTELLECTUAL CONTENT ARE SOLELY THE PROPERTY OF WEDESIGNBUILD INC. AND MUST NOT BE LENT, REPRODUCED, HIRED OUT OR OTHERWISE COPIED WITHOUT THE WRITTEN CONSENT OF THE OWNER.

THE BUILDER SHALL VERIFY THAT SITE CONDITIONS ARE CONSISTENT WITH THE INFORMATION PROVIDED IN THESE DRAWINGS BEFORE START OF ANY JOB AT SITE. WORK NOT SPECIFICALLY DETAILED HEREWITH SHALL BE EXECUTED TO THE SAME QUALITY & SAME STANDARDS THAT ARE MENTIONED FOR SIMILAR WORK. ALL WORK SHALL BE DONE IN ACCORDANCE WITH CURRENT ONTARIO BUILDING CODE & RESPECTIVE CITY'S ZONING BY-LAWS AND STANDARDS.

WRITTEN DIMENSIONS AND SPECIFIC NOTES SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS AND GENERAL NOTES. THE DESIGNER SHALL BE CONSULTED FOR CLARIFICATION. IF THE SITE CONDITIONS ENCOUNTERED ARE DIFFERENT THAN SHOWN IN THE DRAWINGS, IF DISCREPANCIES ARE FOUND IN THE PLANS OR NOTES, OR IF A QUESTION ARISES OVER THE INTENT OF THE PLANS OR NOTES, CONTRACTOR SHALL VERIFY AND SHALL BE RESPONSIBLE FOR ALL DIMENSIONS INCLUDING ROUGH OPENINGS ETC. CONSTRUCTION SHALL ONLY COMMENCE AFTER PERMIT APPROVAL HAS BEEN OBTAINED FROM ALL RESPECTIVE AUTHORITIES.

REV DATE DESCRIPTION



THE UNDERSIGNED HAS REVIEWED AND TAKES RESPONSIBILITY FOR THIS DESIGN, AND HAS THE QUALIFICATION AND MEET THE REQUIREMENTS SET OUT IN THE ONTARIO BUILDING CODE TO DESIGN THE WORK SHOWN ON THE ATTACHED DOCUMENTS.

QUALIFICATION INFORMATION
Name: H. N. M. B. C. 107242
REGISTRATION INFORMATION
REQUIRED: UNLESS CROSSED IN EXEMPT UNDER DIV. C-3.2.1.1 OF THE BUILDING CODE
weDesignBuild Inc. 11000
107242 B.C.

weDesignBuild Inc.
MAKE IDEAS HAPPEN
205 Advance Blvd Brampton ON L6T 4V9
(647) 770 3230 info@weDesignBuild.ca
www.weDesignBuild.ca

PROJECT TITLE
PROPOSED CAR SHOWROOM

PROJECT ADDRESS
UNIT 3 & 4 - 2084 STEELES AVENUE

DRAWING TITLE
PROPOSED MAIN FLOOR PLAN

PROJECT NO.
20240823

DRAWN
H.N.

CHECKED
H.M.

DRAWING NO.

A101

DATE MODIFIED

OCTOBER 04, 2024

Committee of Adjustment,
City of Brampton,
2 Wellington Street West,
Brampton, ON L6Y 4R2

October 07, 2024

Subject: Unit 3 & 4 – 2084 Steeles Ave. E. Brampton. ON. L6R 0K8 – (M.V. Application)

Esteemed Members of the Committee of Adjustment,

I am writing to formally submit a minor variance application on behalf of the owner of the property in the subject line. We seek approval to permit the operation of an automotive sales business (specifically, used car sales) on the premises. The property is situated within an M2 zoning district, where the current zoning by-law (Section 32.1 M2) typically restricts its use as a car showroom or for car sales.

We contend that this proposed change is minor in nature, desirable for the optimal utilization of the property, and consistent with the overarching objectives of the zoning by-law and official plan. Additionally, there are precedents of similar businesses successfully operating within the same vicinity.

The application form & the proposal drawing are attached herewith.

Sincere Regards,

Haroon Malik

January 15th, 2025

City of Brampton
Public Works & Engineering Department
1975 Williams Parkway
Brampton, Ontario
L6S 6E5

Attn: Mr. Huzefa Ansari, Traffic Planning Analyst

**Re: Parking Utilization Brief
Existing Development at 2074 - 2084 Steeles Avenue East
City of Brampton
Committee of Adjustment File A-2024-0413
Our File No. W25006**

Dear Mr. Ansari:

Pursuant to the A-2024-0413 application for a Committee of Adjustment Minor Variance, a Parking Utilization Brief for Units 3 and 4 is required to support the existing parking supply of 448 parking spaces. We have prepared this Parking Utilization Brief on behalf of Tegg Properties who will be leasing Units 3 and 4 at 2084 Steeles Avenue East, which would operate Prime Auto Brampton, a used car dealership with a gross leasable area (G.L.A.) of 9,162 ft² (851 m²). The occupancy of the proposed used car dealership would result in a zoning by-law requirement of 588 parking spaces for the existing development at 2074 - 2084 Steeles Avenue East.

This letter documents the results of the Parking Utilization Brief for the existing development at 2074 - 2084 Steeles Avenue East, which is immediately north of Steeles Avenue East and approximately 750 metres west of Torbram Road in the City of Brampton. The existing development comprises three (3) buildings, 448 parking spaces and a full-moves access that aligns with Melanie Drive and connects with Steeles Avenue East to form a signalized intersection. The Location Plan is provided in **Figure 1** and a plan of the existing development that was prepared by exp Services Inc. is attached for reference.

Page 2

January 15th, 2025

Attn: Mr. Huzefa Ansari, Traffic Planning Analyst

Re: Parking Utilization Brief

Existing Development at 2074 - 2084 Steeles Avenue East

City of Brampton

Committee of Adjustment File A-2024-0413

Our File No. W25006

After discussions with City of Brampton staff, the Parking Utilization Brief would have to demonstrate that the existing parking supply would be able to accommodate a projected parking demand of 38 parking spaces (19 parking spaces per unit) for the proposed used car dealership based on City Zoning Requirement.

To demonstrate that the City's requirements are met, CANDEVCON GROUP INC. conducted a parking occupancy survey for a typical weekday on Monday January 13th, 2025 from 9:00 A.M. to 5:00 P.M. The time period chosen (confirmed with City Staff) for the parking occupancy survey captured the typical operating hours for the proposed used car dealership. In addition, other than the units that will be occupied by the proposed used car dealership, Tegh Properties has confirmed that the existing development was fully occupied at the time of the parking occupancy survey. Parking occupancy counts were collected every half an hour for the entire site.

The results of the parking occupation survey are provided in **Appendix A**.

A peak parking demand of 263 parking spaces was observed for a typical weekday. With the inclusion of the 38 parking spaces that the proposed used car dealership is expected to generate and the existing parking supply of 448 parking spaces, the existing development will have a surplus of 147 parking spaces in the future. Therefore, we find that the existing parking supply will be able to support the occupancy of the proposed used car dealership.

In addition, Prime Auto Brampton will be utilizing the internal spaces within Units 3 and 4 for parking of the used vehicles, thereby creating an additional 25 parking spaces internally.

We can confirm that the Banquet Hall as part of the 2084 Building will only operate on the weekday after 6:00 P.M. and on weekends, however our client's operating hours will not coincide with the Banquet Hall, therefore the City's request for a weekend parking assessment will not be necessary.

Page 3

January 15th, 2025

Attn: Mr. Huzefa Ansari, Traffic Planning Analyst

Re: Parking Utilization Brief

Existing Development at 2074 - 2084 Steeles Avenue East

City of Brampton

Committee of Adjustment File A-2024-0413

Our File No. W25006

We trust that this letter is satisfactory. However, if you have any questions or concerns or if we may be of further assistance, please do not hesitate to call us.

Yours truly,

CANDEVCON GROUP INC.



Brian Wong, P. Eng.
Intermediate Transportation Engineer



David Lee, P. Eng.
Project Manager

Attachments: Figure 1 - Location Plan,
Site Servicing Plan dated July 26th, 2021 and prepared by exp Services Inc.,
Appendix A - Parking Occupancy Survey Results.



LEGEND:



SITE

TEGH PROPERTIES
LOCATION PLAN OF
EXISTING DEVELOPMENT

2074 - 2084 STEELES AVENUE EAST
CITY OF BRAMPTON

303 CANDEVCON GROUP INC.
CONSULTING ENGINEERS AND PLANNERS
9358 GOREWAY DRIVE
TEL. (905) 794-0600
BRAMPTON, ONTARIO L6P 0M7
FAX (905) 794-0611

DATE	JAN. 15th 2025	PROJECT No	W25006
DRAWN	B.W.	FIGURE No.	1
SCALE	N.T.S		

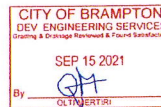
APPENDIX A

PARKING OCCUPANCY SURVEY RESULTS

**PARKING OCCUPANCY SURVEY FOR
2074 – 2084 STEELES AVENUE EAST**

TIME OF PARKING OCCUPANCY COUNT	# OF OCCUPIED PARKING SPACES
9:00 A.M.	204
9:30 A.M.	205
10:00 A.M.	227
10:30 A.M.	240
11:00 A.M.	263
11:30 A.M.	254
12:00 P.M.	248
12:30 P.M.	249
1:00 P.M.	259
1:30 P.M.	254
2:00 P.M.	243
2:30 P.M.	237
3:00 P.M.	234
3:30 P.M.	236
4:00 P.M.	260
4:30 P.M.	236
5:00 P.M.	229

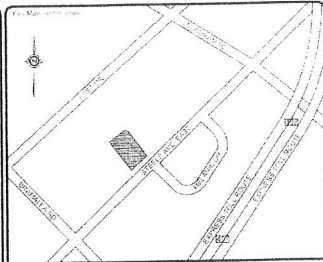
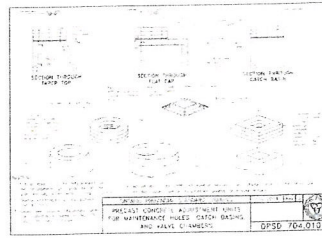
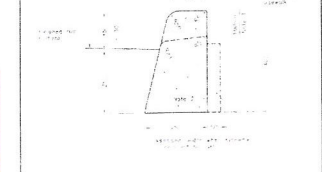
1. BASE INFORMATION FOR THIS DRAWING WAS DERIVED FROM TOPOGRAPHIC SURVEY COMPLETED BY ROONEY GEYER OLS INC. DATE SEPTEMBER 14, 2020.

[illegible]

Maintenance & Operations

Road Occupancy & Access Permit required for all works within the road allowance
Permits to be obtained at least 48 hours prior to commencement of the work

NOTE: PRESENCE OF OFFICE
PLATE WAS NOT SEEN
DURING THE CCTV OR VISUAL
DUE TO PRESENCE OF HEAVY
SILTATION IN THE SEWERS
AND REQUIRED CLEANING



EX. IRON BAR
EX. SHORT SIZED 1.B
EX. LIGHT STANDARD
EX. HYDRO POLE
EX. HYDROVALVE
EX. CONTROL VALVE
EX. WATER VALVE
EX. FIRE HYDRANT
EX. CLEAN OUT
EX. DOWNSPOUT
EX. STORM M.H.
NEW STORM M.H.
EX. SANITARY M.H.
NEW SANITARY M.H.
EX. CATCH BASIN
NEW CATCH BASIN
EX. CATCH BASIN M.H.
REVISED RIN ELEVATION
NEW SLOPE
EX. STORM SEWER
EX. SANITARY SEWER
EX. WATER MAIN
EX. GAS MAINS
EX. OVERHEAD HYDRO
EX. 1/2" HYDRO
EX. 1/2" BEUL
EX. 1/2" CABLE
NEW STORM SEWER
NEW SANITARY SEWER
NEW WATER SERVICE
NEW GAS SERVICE
NEW HYDRO SERVICE
NEW BELL SERVICE
EX. CONC. CURB
NEW CONC. CURB

F	RE-ISSUED FOR SPA	JUL 25 2001	47	0
F	RE-ISSUED FOR SPA	JUL 27 2001	47	0
F	RE-ISSUED FOR SPA	AUG 2 2001	47	0
C	RE-ISSUED FOR SPA	AUG 2 2001	47	0
B	RE-ISSUED FOR SPA	AUG 2 2001	47	0
F	RE-ISSUED FOR SPA	NOV 11 2001	47	0
REV	REVISIONS		47	0



exp Services Inc
 • 1-800-953-9840 • 1-800-293-2641
 1293 Clark Boulevard
 Brampton, ON L6T 4V7
 Canada
 www.exp.com



• BUILDINGS • EARTH & ENVIRONMENT • ENERGY •
• INDUSTRIAL • INFRASTRUCTURE • SUSTAINABILITY •

Gender/Class:

TAKOL STEELTON INC.
PARKING LOT REHABILITATION

Location 2074-2084 STEELES AVENUE, BRAMPTON, ON
SPA - 2021-0044
CONDO APPLICATION No DPC - 2021-0031
REGION SITE PLAN No SP-21-0448

SITE SERVICING PLAN

Designed By: SS	Drawn by: SS	Checked By: SS
Scale: 1:100	Date: 02/02/2025	Drawing No: SS-
Project No: BRM-00307490-A0		

1. BASE INFORMATION FOR THIS DRAWING WAS DERIVED FROM TOPOGRAPHIC SURVEY COMPLETED BY ROONEY GEOTECH OLS INC. DATE SEPTEMBER 14, 2020.

2. ELEVATIONS SHOWN HEREON ARE GEODETIC AND ARE DERIVED FROM GNSS OBSERVATIONS USING THE CAN-NET VRS NETWORK. OBSERVATIONS ARE RELATED TO THE CGVD28 DATUM BY USING THE HTS_0 GEOID MODEL.

[illegible]

- EX. IRON BAR
 EX. SHORT STD. I.B.
 EX. LIGHT STANDARD
 EX. HYDRO PILE
 EX. IRRIGATION
 EX. HYDRO PILE
 EX. WATER VALVE
 EX. FIRE HYDRANT
 EX. CLEAN OUT
 EX. DOWNPOUT
 EX. STORM M.H.
 NEW STORM M.H.
 EX. SANITARY M.H.
 NEW M.H. 12" DIA.
 EX. CATCH BASIN
 NEW CATCH BASIN
 NEW CATCH BASIN M.H.
 REVERSE B.M. ELEVATION
 NEW SLOPE
 EX. STORM SEWER
 NEW SANITARY SEWER
 EX. WATER MAIN
 EX. GAS MAINS
 EX. OVERHEAD HYDRO
 EX. U/G HYDRO
 EX. U/G BELL
 EX. U/G CABLE
 NEW STORM SEWER
 NEW SANITARY SEWER
 NEW WATER SERVICE
 NEW GAS SERVICE
 NEW HYDRO SERVICE
 NEW BELL SERVICE
 EX. CORD CURB
 NEW CONC. CURB

[illegible]

exp Services Inc.
 • 1-800-793-9840 • • 503-793-2641
 1898 Clark Boulevard
 Brampton, ON L6T 4T1
 Canada
 www.exp.com



- BUILDINGS • EARTH & ENVIRONMENT • ENERGY •
• INDUSTRIAL • INFRASTRUCTURE • SUSTAINABILITY •

TAKOL STEELTON INC.
PARKING LOT REHABILITATION

2074-2084 STEELES AVENUE, BRAMPTON, ON
SPA - 2021-0044
CONDO APPLICATION No DPC - 2021-0001
REGION SITE PLAN No SP-21-044B

SITE SERVICING PLAN

Designed By: R ¹	Drawn By: R ¹	Checked By: Q ¹
Scale: 1:500	Date: Dec 2005	Drawing No.
Project No. BRM-00807490-A0		SS-01

SS-01

MAR 31 2025

Committee of Adjustment



To.

Board of Directors of ("PSCC 1124")
2074, 2080, 2084 Steeles Avenue E, Brampton, ON L6T 5A5

Date.

Tuesday, March 11, 2025

From.

Takol Steelton GP Inc. on behalf of Takol Steelton LP
2300 Yonge Street, Suite 3030
Toronto, ON M4P 1E4

RE: Occupation & Use of Commercial Unit for 2084 Steeles, Unit 4

Dear Board of Directors:

I am writing as a Director of Takol Steelton GP Inc., on behalf of Takol Steelton LP the ("Declarant"), to formally notify the Board of Directors of ("PSCC 1124") regarding the intended use of the commercial unit located at 2084 Steeles Avenue, Unit 4, in accordance with the governing documents of the Corporation, specifically the Declaration.

Under Section IV 17 of the Declaration, titled Use of Commercial Industrial Units, clause (h) states:

"In addition to and notwithstanding anything herein or the Rules and By-laws of the Corporation, the uses which may be carried out within the commercial industrial Units shall, at the sole and unfettered discretion of the Declarant, be controlled and/or restricted by the Declarant for a period of three (3) years from the date the Corporation is created."

The Condominium Corporation was registered in October 2022, and accordingly, this three-year period remains in effect until October 2025. As per the authority vested in the Declarant, we intend to allow the usage of Unit 4 as a luxury car dealership, subject to the following conditions:

1. **The unit owner shall not occupy any parking spaces for the purpose of displaying or selling vehicles.**
2. **The unit owner must obtain minor variance approval from the City of Brampton.**
3. **The unit owner must maintain and provide proof of a general commercial liability insurance policy with a minimum coverage of \$5 million.**
4. **The unit owner shall indemnify the Condominium Corporation against all damages resulting from the operation of the dealership.**
5. **The unit owner shall not park "for sale" vehicles on the condominium property. If such a violation occurs, the Corporation reserves the right to take reasonable action to remedy the situation.**
6. **Proper ventilation must be in place to support the indoor storage of vehicles within the unit.**
7. **No outdoor display of vehicles will be permitted under this application.**



The applicant must remain committed to complying with all applicable regulations and ensuring that the condominium community maintains its integrity and proper functionality. To facilitate this process, the unit owner will provide the Corporation with all necessary documentation, including permits, site plans, and drawings, as required.

We appreciate the Board's attention to this matter and to ensure compliance and alignment with the Corporation's governing documents.

Sincerely,

A handwritten signature in blue ink, appearing to read "Daniel Kolber".

Daniel Kolber

Director
Takol Steelton GP Inc. on behalf of Takol Steelton LP

MAR 31 2025

Committee of Adjustment

Pg 1 of 34

OFFICE SCHEDULE

Number/Numéro... **PR4128325**
CERTIFICATE OF RECEIPT
CERTIFICAT DE RÉCÉPISSÉ

OCT 14 2022 12:50

PEEL
(49)
BRAMPTON

Gina S. Jansen
Land Registrar
Registrateur

DECLARATION**CONDOMINIUM****ACT, 1998****PEEL STANDARD CONDOMINIUM PLAN NO. 1124****NEW PROPERTY IDENTIFIER'S BLOCK 20124****RECENTLY: 14202-0632****DECLARANT: TAKOL STEELTON INC.**

SOLICITOR: CHARLOTTE M. JANSSEN
JANSEN LAW PROFESSIONAL CORPORATION

ADDRESS: 89 SCOLLARD STREET
TORONTO, ON
M5R 1G4

PHONE: 416-929-1103
FAX: 416-929-9610

No. OF UNITS 65**FEES: \$77.35 + (5 X 65) = \$402.35**

TAKOL STEELTON COMMERCIAL CONDOS

**2074- 2080 – 2084 STEELES AVENUE EAST, BRAMPTON,
ONTARIO**

Declaration

September 21, 2022

1/

DECLARATION

MADE PURSUANT TO THE CONDOMINIUM ACT

THIS DECLARATION (hereinafter called the "Declaration") is made and executed pursuant to the provisions of the Condominium Act, 1998, S.O. 1998, c.19, as amended from time to time, and the regulations made thereunder (all of which are hereinafter collectively referred to as the "Act"), BY:

TAKOL STEELTON INC.
(hereinafter called the "Declarant")

WHEREAS the Declarant is the Owner in fee simple of certain lands and premises situate in the City of Brampton, in the Province of Ontario, and being more particularly described in Schedule "A" annexed hereto (herein and hereinafter defined and referred to as the "Lands", or "Property") and in the description submitted herewith by the Declarant for registration in accordance with Section 8 of the Act (hereinafter called the "description");

AND WHEREAS the registration of the Declaration and the description will create a freehold standard condominium corporation as defined by Ontario Regulation 49/01 made under the Act;

AND WHEREAS there is a building upon the Lands containing the units described in this Declaration and the schedules appended hereto (herein and hereinafter defined as the "Building");

AND WHEREAS the Declarant intends that the said lands, together with the said building thereon, shall be governed by the Act;

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

I. INTRODUCTION

Section 1 - 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) "2074 – 2080 – 2084 Steeles Avenue East Lands" means those units and common elements within Peel Standard Condominium Plan No. _____;
- (b) "Additional Charges" means, collectively, the Excess Waste Disposal Surcharge and the Pest Control Charge;
- (c) "Approved Site Plan" means the site plan approved by the City of Brampton and registered on title to the Property on April 28, 2022 (City File No. SPA-2021-0044);
- (d) "Common Elements" and "common elements" means all the property, except the Units;
- (e) "Common Interest" and "common interest" means the interest in the common elements appurtenant to a Unit;
- (f) "Corporation" means the corporation created upon the registration of the Declaration and description on the Lands;
- (g) "Development Agreements" shall mean any agreements entered with any one or more of the City of Brampton and any other municipal, regional, provincial and/or federal government authority or agency, which are registered on title to the Property or which otherwise effect the Property;
- (h) "Excess Waste Disposal Surcharge" shall mean the surcharge that may be levied by the Corporation, in addition to and not forming part of the common expenses, against each Unit that is an Excess Waste Generator, all as more particularly set forth in

Section 18 of this Declaration;

- (i) "Excess Waste Generator" shall have the meaning ascribed to it in Section 18 -of this Declaration;
- (j) "Owner" means a person or persons who own a freehold interest(s) in a Unit and its appurtenant common interest, but does not include a mortgagee unless in possession;
- (k) "Pest Control Charge" shall have the meaning ascribed to it in Section 19 -of this Declaration;
- (l) "Property" or "property", as the context may require, 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;
- (m) "Rules" means rules passed by the Board of Directors (hereinafter called the "board") of the Corporation and becoming effective pursuant to Section 58 of the Act;
- (n) "Unit" means a part or parts of the Property included in the description and designated as a Unit by the description and comprises the space enclosed by its boundaries and all the material parts of the land within this space in accordance with the Declaration and the description. For greater certainty, the definition of "Unit" relating to the duties to repair and maintain under Sections 89, 90 and 91 of the Act and pursuant to this Declaration shall extend to all improvements made by the Declarant in accordance with its architectural and structural plans, notwithstanding that some of such improvements may be made after registration of the Declaration;
- (o) "Units Owner's Individual Service Installation" means the installation by a Unit Owner of a Unit Owner's Individual Servicing System;
- (p) "Unit Owner's Individual Servicing System" means any mechanical or electrical system (including, without restricting the generality of the foregoing, any lighting, refrigeration, plumbing, ecology, environmental air filtration, fire protection or suppression, fire alarm, fire prevention, security, sprinkler, sound insulation, heat insulation, cooking, fresh air, exhaust, ventilation, drainage or sewage system) and any signage display, lighting displays and advertising or business identification installations which exclusively services any one Unit or any adjacent Units owned by the same Owner or any persons affiliated or associated with such Owner.

Section 2 - Statement of Intention

The Declarant intends that the lands described in Schedule "A" and in the description, together with all interests appurtenant to the said lands (herein collectively referred to as the "lands") be governed by the Act, and any amendments thereto, and the Approved Site Plan. The Corporation shall be responsible for maintaining the lands denoted in the Plan of Condominium.

Section 3 - Consent of Encumbrancers

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

Section 4 - Boundaries of Units and Monuments

The monuments controlling the extent of the Units are the physical surfaces mentioned in the boundaries of Units in Schedule "C" attached hereto, and notwithstanding anything else provided in this Declaration to the contrary, it is expressly stipulated and declared that each commercial industrial Unit shall include:

- (a) All interior partition walls, all pipes, wires, cables, conduits, ducts, and mechanical or similar apparatus that supply any service to that Unit only, and that lie within or beyond the unit boundaries thereof;
- (b) All electrical receptacles, intercom and alarm controls, ventilation fans, light fixtures and

similar apparatus that supply any service to that commercial industrial Unit only, regardless of whether same are installed or located within or beyond the boundaries of said Unit;

- (c) Each commercial industrial Unit shall exclude:
- (d) All facades, exterior doors, windows and walls; any part of the roof assembly; all concrete, concrete block or masonry portions of load bearing walls or columns that lies within the boundaries of any unit as hereinbefore set out which supply service or support to another Unit(s) or the Common Elements; and
- (e) All pipes, wires, cables, conduits, ducts, flues, fans and mechanical or similar apparatus that supply any services to any other Unit, or to the Common Elements, or that may lie within the boundaries of the Units, but which do not service said Units.

Section 5 - Common Interest and Common Expenses Allocation

Each Owner shall have both an undivided interest in the common elements as a tenant in common with all other Owners and shall contribute to the common expenses in the proportions set forth opposite each Unit number in Schedule "D" attached hereto. The total of the proportions of the common interests and common expenses shall be one hundred (100%) per cent.

Section 6 - Exclusive Use Common Elements, Parking Spaces and Loading Areas

- (a) All parking units, including visitor and accessible parking units, shall form part of the Common Elements and shall not be sold to unit owners or considered part of the exclusive-use portions of the common elements. The parking units are available for use by all owners, occupants and patrons in accordance with applicable laws, including Zoning By-Law 270-2004, as amended pursuant to Section 34 of the *Planning Act*, or as varied, pursuant to Section 45 of the *Planning Act*.
- (b) As provided for in Schedule F hereto, certain Owners, either alone or together with others, have been granted exclusive use of part or parts of the common elements, including without limitation particular areas designated for purposes of loading areas and the collection of waste, waste/recycling and dust collection. The Corporation warns Owners that exclusive use parts allocated to various owners may not be of the same size or benefit due to traffic, parking and other restrictions or limitations related to the overall site. In addition to these grants, the Corporation shall retain the authority, subject to the provisions of the Act, to grant temporary exclusive use to part or parts of the common areas from time to time by resolution of the Board of Directors, or on a long term or permanent basis through the amendment of the Declaration in accordance with the provisions of the Act, the *Planning Act* and the Approved Site Plan, as amended, it being understood that any exclusive use so granted and being enjoyed by the Unit Owners entitled to same will be regulated or affected by this Declaration and any by-laws or Rules passed by the Board of Directors of the Corporation from time to time.
- (c) The Declarant and any entity related, associated or affiliated thereto (the "Related Company"), their sales staff, their authorized personnel or agents, and any prospective purchasers shall together have the right to use the parking spaces located within the property, if any, such parking spaces (i.e. location and numbers) to be designated by the Declaration in its sole discretion, which right shall cease forthwith upon the later of the sale of all Units owned by the Declarant in the Condominium and any other units in any building in the vicinity thereof owned by the Declarant or the Related Company (the "Other Units").

Section 7 - Mailing Address and Address for Service

The address for service and mailing address of the Corporation shall be c/o the property manager Kolt Management Inc., 2300 Yonge Street, Suite 902, Box 2310, Toronto, Ontario M4P 1E4, or such other address as the Corporation may determine by resolution of the board.

Section 8 - Conditions Imposed by Approval Authorities

The conditions imposed by the applicable approval authorities for this condominium

corporation are as follows:

A. Conditions of the City of Brampton

- (a) The condominium development is to be maintained in accordance with the Approved Site Plan. The Corporation is responsible for maintaining the lands denoted in the Draft Plan of Condominium. Any alterations may require amendments to the Approved Site Plan and approval of the City of Brampton (the "City")
- (b) Building signage on the Property must comply with the City's Sign By-Law 399-2002, as amended.
- (c) All parking units, including visitor and accessible parking units, shall form part of the common elements and shall not be sold to unit owners or considered part of the exclusive-use portions of common elements. The parking units are available for use by all owners, occupants, and patrons in full compliance with Zoning By-Law 270-2004, as amended, pursuant to Section 34 of the *Planning Act*, or as varied, Section 45 of the *Planning Act*.
- (d) The Corporation, unit owners and occupants must comply with all provisions of the Zoning By-Law 270-2004, as amended, applicable to the lands denoted on the Draft Plan of Condominium, pursuant to Section 34 of the *Planning Act*, or as varied, pursuant to Section 45 of the *Planning Act*.
- (e) The Corporation shall ensure that construction anywhere within the common elements or units is authorized by the City and complies with the applicable provisions of the *Ontario Building Code* in force from time to time and all applicable laws.
- (f) All building facades are deemed to be common elements and are to remain consistent with details of the Approved Site Plan.
- (g) The Declarant shall have access to the common elements in order to fulfill its obligations pursuant to the Approved Site Plan in favour of applicable authorities, including any landscaped works required under the Approved Site Plan and during the standard one (1) year landscape warranty period.
- (h) The installation of telecommunication antennas to any building face and rooftop is not permitted unless screened from view in a manner that does not impact on building aesthetics and design. The Corporation and Unit Owners shall obtain approval of the City prior to installing any telecommunication antennas in conjunction with the Approved Site Plan.
- (i) The common elements (including all internal sidewalks) shall be maintained free and clear of any obstructions or encumbrances.
- (j) All fire routes located within the condominium shall remain free and clear of any obstructions or encumbrances, including vehicles and outdoor storage.
- (k) No outdoor storage shall be permitted on the Lands denoted in the draft Plan of Condominium, in accordance with Zoning By-Law 270-2004 and the Approved Site Plan.
- (l) Onsite waste collection will be required through a private waste hauler.
- (m) All required acoustical fencing shall be maintained by the Condominium Corporation.
- (n) **Warning.** Purchasers and Unit owners are advised that those close to private amenity/open space areas (i.e. Parkettes, gazebos, community mail boxes) may be disturbed by noise, lighting and pedestrian traffic
- (o) **Warning.** Purchasers and Unit owners are advised that despite the inclusion of noise control features in the units and in this development area, noise due to increasing road traffic may continue to be of concern, occasionally interfering with the activities of unit owners and/or occupants as noise levels may exceed the noise criteria of the City

and the Ministry of Environment.

- (p) **Warning.** Purchasers and Unit owners are advised that a central air conditioning system may be installed at the unit owner's expense, which will enable unit owner and occupants to keep windows closed if road traffic noise interferes with indoor activities. If central air conditioning is installed, the air-cooled condenser unit shall have a sound rating not exceeding 7.6 bels at 35 tons and shall be located so as to have least possible noise impact on outdoor activities of the occupants and their neighbours;
- (q) **Warning.** In accordance with the direction of the Council of the City (via resolution AF028-2002) concerning requests made of the City to assume private roads, purchasers, unit owners and occupants are advised that the City assumes no responsibility for the future maintenance of proposed internal roadways. In addition, several common services (i.e. snow clearing of private roads) will be the responsibility of the Condominium Corporation and the City assumes no responsibility for the maintenance of common elements such as parking spaces, play areas, landscaping and acoustical fences. Purchasers, Unit owners and occupants are advised that this is a condominium development. Requirements on how the lands denoted in the Draft Plan of Condominium are used, serviced and maintained will be governed by the Declaration.
- (r) **Warning.** Unit owners and purchasers are advised that additional Educational, Regional and City development charges may apply in respect of any development or redevelopment, including but not limited to the expansion or change of use of the whole or part of any building, unit or associated structure, within the condominium. Building permits will not be issued in respect of any development or redevelopment until full payment of all outstanding development charges has been received by the City. Unit owners and purchasers may contact the City's Financial Planning and Budget Branch (Corporate Services Department) for further information.
- (s) The provisions contained in subparagraphs 8.A.(n) through (r) shall not be modified or deleted from this Declaration.

II. SPECIFICATION OF COMMON EXPENSES

Section 9 - Meaning of Common Expenses

Common expenses shall be the expenses of the performance of the objects and duties of the Corporation and, without limiting the generality of the foregoing, such other costs, expenses and sums of money designated as common expenses in the Act, or in this Declaration, or as are listed in Schedule "E" attached hereto.

Section 10 - Payment of Common Expenses and Additional Charges

- (a) Each Owner 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. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any Rules and by-laws of the Corporation in force from time to time by any Owner and/or its respective employees, agents, tenants, occupants, invitees or licensees, shall be borne and paid for by such Owner, and may be recovered by the Corporation against such Owner in the same manner as common expenses.
- (b) In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any provision of this Declaration or of any by-laws or Rules of the Corporation in force from time to time committed by any Unit Owner, or by such Owner's tenants, occupants and/or their employees, and/or their respective invitees or licensees, or as a result of any breach or non-compliance with any Applicable Zoning By-laws, or other laws or regulations, or by reason of an increase in the premium of any insurance policy insuring the interest of the Corporation and which is directly attributable to the use made by any Owner of his Unit or by such Owner's tenants, occupants, employees, as aforesaid and/or their respective invitees

or licensees, shall be borne and paid for by such Owner, and may be recovered by the Corporation against such Owner in the same manner as common expenses.

- (c) Notwithstanding anything contained in this Declaration or in any by-laws or Rules hereafter passed or enacted to the contrary, each Owner of a Unit shall, in addition to his or her proportionate share of the common expenses, pay and be solely responsible for the following, namely:
- (a) the cost of all hydro, gas, water and other utilities, as applicable, utilized or consumed by his or her Unit to the extent same is separately, checked or bulk metered;
 - (b) the cost of maintaining and repairing all windows and doors contained within (or leading into) his or her commercial industrial Unit, and all glass, plastic and other materials enclosing said Unit or contained therein, including without limitation, the cost of replacing and cleaning (as and when necessary or desired) sign bands and signs affixed to the interior or exterior of said Unit, as well as all plate glass windows and doors situate within (or leading into) his or her Unit, together with the cost of insuring all such plate glass windows, doors and signs;
 - (c) the cost of maintaining and repairing any Unit Owner's Individual Servicing System, regardless of whether such system lies within (or beyond) the boundaries of such Unit, as monumented in Schedule "C" of this Declaration;
 - (d) any Excess Waste Disposal Surcharge and/or Pest Control Charge which may be levied by the Corporation against such Unit from time to time; and
 - (e) the cost of all plate glass insurance coverage and other insurance coverage required to be maintained by such Unit Owner.

The foregoing is not intended to constitute a complete or exhaustive list of those costs or expenses for which a Unit Owner shall be directly responsible and is not intended to restrict or limit (in any manner) the various costs of expenses for which such an Owner will be directly responsible pursuant to the Act, or any other provision of this Declaration.

(d) Metering of Electricity

The reference to "Unit(s)" and "unit(s)" in this subsection shall mean industrial Units.

If necessary, as determined by the Declarant in its sole, absolute and unfettered discretion, the Corporation shall contract for the purchase of electricity from a local distribution company, an independent energy retailing company or from the Electricity Metering Company (as defined below). Electricity consumption in each owner's unit shall be measured by the metering system ("SMS") operated by a company that measures/meters electricity consumption (the "Electricity Metering Company") and shall be invoiced to such owner by the Electricity Metering Company or another company (the "Electricity Invoicing Company") in accordance with an agreement to be entered with the Electricity Metering Company and/or the Electricity Invoicing Company. The Declarant may at first instance enter into such an agreement(s) and upon either the registration of the Corporation or the occupancy of each respective unit the Declarant shall be automatically released from all its liabilities and obligations thereunder with the result that it shall no longer from such time be liable to the other party(ies) to the agreement(s) for any breach of the agreement(s) caused or occurring after such date. Correspondingly, the Corporation or the unit owner, as the case may be, shall assume all such liabilities and obligations from such date. Each unit owner shall receive and be responsible for payment of the invoice with respect to the electricity consumption for his/her unit. The unit owner shall remit payment to the Electricity Metering Company (or the Electricity Invoicing Company if said company invoices the unit owners for electricity consumption) for electricity consumption, separate from any other obligations the unit owner has with respect to payment of common expenses as an owner within the Condominium. For greater certainty, the cost of electricity consumption within the units shall not form part of the common expenses. The method of invoicing and payment for electricity consumed by each unit is subject to change depending on the terms of the agreement to be entered between the Corporation/Declarant and the Electricity Metering Company and/or the Electricity Invoicing Company and depending on whether the Electricity Metering Company is also the electricity distributor. The agreement with the Electricity Metering Company may contain penalty provisions and/or provisions which require the Corporation to reimburse the Electricity Metering Company for any or all equipment, meters, wiring and other works installed in the Condominium by or on behalf of the Electricity Metering Company if the agreement with the Electricity Metering Company is terminated by the Corporation following the turnover meeting.

If deemed appropriate and requested by the Declarant and the condominium corporation the unit owner shall execute and deliver to the Declarant such documentation as is required to facilitate the separate metering and per unit billing of such utility, and to pay any costs associated therewith, including meter installation and service activation.

(e) Metering of Gas

The reference to "Unit(s)" and "unit(s)" in this subsection shall mean commercial industrial Units.

If necessary, as determined by the Declarant in its sole, absolute and unfettered discretion, the Corporation shall contract for the purchase of gas from a local distribution company, an independent gas retailing company or from the Gas Metering Company (as defined below). Gas consumption in each owner's unit shall be measured by the metering system ("SMS") operated by a company that measures/meters gas consumption (the "Gas Metering Company") and shall be invoiced to such owner by the Gas Metering Company or another company (the "Gas Invoicing Company") in accordance with an agreement to be entered into with the Gas Metering Company and/or the Gas Invoicing Company. The Declarant may at first instance enter into such an agreement(s) and upon either the registration of the Corporation or the occupancy of each respective unit the Declarant shall be automatically released from all its liabilities and obligations thereunder with the result that it shall no longer from such time be liable to the other party(ies) to the agreement(s) for any breach of the agreement(s) caused or occurring after such date. Correspondingly, the Corporation or the unit owner, as the case may be, shall assume all such liabilities and obligations from such date. Each unit owner shall receive and be responsible for payment of the invoice with respect to the gas consumption for his/her unit. The unit owner shall remit payment to the Gas Metering Company (or the Gas Invoicing Company if said company invoices the unit owners for gas consumption) for gas consumption, separate from any other obligations the unit owner has with respect to payment of common expenses as an owner within the Condominium. For greater certainty, the cost of gas consumption within the units shall not form part of the common expenses. The method of invoicing and payment for gas consumed by each unit is subject to change depending on the terms of the agreement to be entered between the Corporation/Declarant and the Gas Metering Company and/or the Gas Invoicing Company and depending on whether the Gas Metering Company is also the gas distributor. The agreement with the Gas Metering Company may contain penalty provisions and/or provisions which require the Corporation to reimburse the Gas Metering Company for any or all equipment, meters, wiring and other works installed in the Condominium by or on behalf of the Gas Metering Company if the agreement with the Gas Metering Company is terminated by the Corporation following the turnover meeting.

If deemed appropriate and requested by the Declarant or Condominium Corporation, the unit owner shall execute and deliver to the Declarant such documentation as is required to facilitate the separate metering and per unit billing of such utility, and to pay any costs associated therewith.

Section 11 - Reserve Fund

- (a) The Corporation shall establish and maintain one or more reserve funds in respect of the common elements and assets and shall collect from the Owners, as part of their contribution towards the common expenses, amounts that are reasonably expected to provide sufficient funds for major repair and/or replacement of common elements and assets of the Corporation, all in accordance with the provisions of the Act.
- (b) No part of the reserve fund shall be used except for the purposes for which the fund was established. The amount of the reserve fund shall constitute an asset of the Corporation and shall not be distributed to any Owner except on termination of the Corporation.
- (c) In accordance with Section 94 of the Act, the Corporation shall 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.

- (d) Purchasers of Units and the Declarant shall each contribute an amount equal to \$1.65 per square foot per unit sold in the Condominium to the reserve fund of the Condominium Corporation on the closing of each unit.

Section 12 - Certificate of Common Expenses

The Corporation shall, upon request, provide the requesting party with a status certificate and accompanying statements and information in accordance with Section 76 of the Act. The Corporation may charge the prescribed fee for providing the status certificate. Notwithstanding the foregoing, the Corporation shall forthwith provide the Declarant with a certificate and all such accompanying statements and information, as may be requested from time to time by or on behalf of the Declarant in connection with a sale or mortgage of any Unit(s), all at no charge or fee to the Declarant or the person requesting same on behalf of the Declarant.

III. OCCUPATION AND USE OF COMMON ELEMENTS

Section 13 - General Use and Notifications

- (a) Each Owner may make reasonable use of and has the right to occupy and enjoy the whole or any part of the common elements, and each Owner has the right to make reasonable use of, and has the right to enjoy any exclusive use common element area which has been designated to his Unit in Schedule "F", subject to any conditions or restrictions set out in the Act, the Declaration, the Corporation's by-laws (herein called the "by-laws"), the Rules, and the easements and rights registered against the property. 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 and the other Units, that results in the cancellation or threatened cancellation of any policy of insurance referred to in the Declaration, or that will lead to a contravention of any covenant, term or condition contained in any easements and rights registered against the property.
- (b) No Owner shall make any installation or 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 those parts of the common elements which he has a duty to maintain, without obtaining the written approval of the Corporation in accordance with the Act, unless otherwise provided for in this Declaration.
- (c) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, and notwithstanding any Rules or by-laws of the Corporation to the contrary, the Declarant and any Related Company shall be entitled to erect and maintain signs for marketing/sale purposes upon the common elements, and within or outside any unsold Units, pursuant to the Declarant's ongoing marketing program in respect of the Units or any Other Units at such locations and having such dimensions as the Declarant may determine in its sole discretion provided same complies with municipal requirements.
- (d) No one shall carry on any activity or do any act upon or within the common elements, which would lead to a contravention by the Corporation or by other Owners of any terms or provisions of the Applicable Zoning By-Laws (as defined herein) or of any terms or provisions of any of the Development Agreements, or which would require obtaining the consent or approval of any person pursuant to the terms of any of the Development Agreements unless such consent or approval has been obtained. No one shall, by any conduct or activity undertaken in or upon any part of the common elements, impede, hinder or obstruct any right, privilege, easement or benefit given to any party, person or other entity pursuant to (or by) this Declaration and/or any by-law.
- (e) Purchasers and Unit owners are advised that mail delivery will be from a designated Community Mailbox. The Corporation shall advise Unit owners of the exact locations of all Community Mailbox locations, and of any established easements

11

granted to Canada Post that may affect the Unit owner.

Section 14 - Restricted Access

- (a) Without the consent in writing of the board, no Owner or its respective employees, agents, tenants, occupants, invitees or licensees shall have any right of access to those parts of the common elements used from time to time as a utilities area, building maintenance or storage area, manager's office, an area for operating machinery, or any mechanical or servicing system servicing the Corporation nor shall he have access to any other parts of the common elements used for the care, maintenance or operation of the Property or any part of the Property.
- (b) Notwithstanding the provisions of the immediately preceding paragraph, no owner of a Unit, nor any of the tenants, occupants, agents, invitees, customers or employees of such Owner, shall be restricted from full access to, nor from the use or enjoyment of those parts of the common element areas:
 - (a) which are specifically permitted in this Declaration to be used by any such Owners or which are necessary or incidental to the use and enjoyment of the Units; or
 - (b) over which any Unit Owner's Individual Servicing System runs or operates to permit the Owner of the Unit to maintain and operate such servicing systems in accordance with their permitted use; or
 - (c) over which such Owners are required to gain access for purposes of facilitating the maintenance, repair, replacement and/or inspection of any Unit Owner's Individual Servicing Systems to permit the Units to function in accordance with their permitted use; or
 - (d) over which such Owners are required to gain access to allow such Owners to maintain and repair their Units in accordance with the provisions of this Declaration,

subject however to such reasonable and customary restrictions on access thereto as may be implemented from time to time by the board of directors of the Corporation.

Section 15 - Modification of Common Elements and Assets

- (a) The Corporation may, by a vote of Owners who own at least sixty-six and two thirds (66 2/3%) per cent of the Units, make any substantial addition, alteration or improvements to or renovation of the common elements, or may make any substantial change in the assets of the Corporation or a substantial change in a service that the Corporation provides.
- (b) Where the Corporation has sent a notice to the Owners in accordance with Section 97(3) of the Act, and the Owners have either not requisitioned a meeting in accordance with Section 46 of the Act or the Owners have requisitioned a meeting in accordance with Section 46 of the Act but have not voted against the proposed addition, alteration, improvement or change at the meeting, the Corporation may make any other addition, alteration or improvement to or renovation of the common elements, or may make any other change to the assets of the Corporation or any change in a service that the Corporation provides.
- (c) For the purposes of this section, any addition, alteration, improvement or change is substantial if it meets the prescribed meaning of substantial change as set out in Section 97(6) of the Act or the Board of Directors elects to treat it as substantial.
- (d) For the purposes of this Declaration, and for the purposes of relating and managing the affairs of this Corporation, and the Corporation's compliance with any provisions of the Act, any change or alteration effected pursuant to an obligation imposed upon the Corporation shall not be considered an addition, alteration, improvement to or renovation of the common elements of the Corporation.
- (e) A copy of the complete set of "as-built" architectural and structural plans and specifications for the building situate on the Property, including copies of all plans and specifications for any additions, alterations or improvements from time to time made to the common elements or to any Unit which may require the prior written consent of the board, shall be maintained in the office of the Corporation at all times,

or at such other place as the board shall from time to time determine by resolution, for the use of the Corporation in rebuilding or repairing any damage to the building, and/or the use of any Owner or mortgagee.

- (f) The Corporation shall ensure that construction anywhere within the Common Elements or Unit(s) is only carried out in accordance with applicable laws of the City the Ontario Building Code and applicable laws in force from time to time. The Declarant may, at its option and at any time, convey any Unit(s) registered in the Declarant's name to the Corporation and upon such conveyance, the Declarant shall be automatically released and discharged from any and all liabilities and obligations to the Corporation and/or the Unit Owners in respect of such conveyed Unit(s), including, without limitation, obligations in respect of common expenses and realty taxes, whether outstanding or whether payable before or after such conveyance. The Corporation shall execute and deliver without delay or charge any documentation as may be required to facilitate such conveyance(s) and hereby irrevocably authorizes and directs the Declarant's solicitors to act as the solicitors for the Corporation for executing such documentation, including land transfer tax documentation/statements, in respect of such conveyance(s), whether or not in electronic form. The conveyance to the Corporation of such Unit(s) shall not be considered an addition, alteration, improvement to or renovation of the common elements of the Corporation, nor shall same be considered a provision of a major asset or property to the Corporation.

IV. OCCUPATION AND USE OF UNITS

Section 16 - General Use

- (a) No Unit shall be occupied or used by any one 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 and the other Units or that may result in the cancellation or threat of cancellation of any policy of insurance referred to in the Declaration or in such a manner as to lead to a breach by any Owner or by the Corporation of any provision of any easements or rights registered against the property or any zoning by-law respecting such Units. In the event the use made by any Owner of his Unit results in any premiums of any insurance policy insuring the interest of the Corporation being increased or cancelled, such Owner shall be liable to pay to the Corporation all such increases in premiums payable as a result thereof or shall be liable to pay to the Corporation all other costs or expenses it incurs as a result thereof.
- (b) The Owner of each Unit shall comply, and shall require all residents, tenants, occupants, invitees and licensees of his Unit to comply with the Act, the Declaration, the by-laws, the Rules and any rights and easements registered against the property.

Section 17 - Use of Commercial Industrial Units

The occupation and use of a commercial industrial Unit shall be in accordance with the following restrictions and stipulations:

- (a) All Units shall be used and occupied in conformity with all applicable zoning and building by-laws and regulations of the City and any other governmental authority having jurisdiction, including without limitation applicable Zoning By-Laws and Sections 34 and 45 of the *Planning Act*, Ontario. Without the prior written approval of the Declarant or the Corporation, any owner, tenant or occupant of an commercial industrial Unit(s) shall not be entitled to erect or maintain any signs and/or advertising materials whatsoever, save and except on any sign space(s) designated in the Declaration or by the Board of the Corporation as being for the use of occupants of commercial industrial units for signage purposes, provided said signs and/or advertising materials are in compliance with the Declaration, by-laws and rules of the Corporation and all laws, regulations and municipal by-laws, including without limitation City Sign By-Law 399-2002, as amended. Purchasers, tenants and occupants hereby acknowledge and agree that until registration of the declaration and description creating the Corporation, the Declarant shall, and following registration

the Corporation shall, control and determine, at each of their sole, absolute and unfettered discretion, the size, type, location, dimensions, colour and language used on any signage and/or advertising material that may be erected or caused to be erected by the commercial industrial Unit owners, tenants or occupants. All signage and advertising material erected or caused to be erected by the commercial industrial Unit owners, tenants or occupants shall be at the sole cost and expense of the unit owner, tenant and/or occupant. Purchasers, tenants and occupants acknowledge that the Declarant and subsequently the Corporation anticipates installing, maintaining and replacing pylon or other form of centralized signage for the benefit of unit owners, and reserves the right to establish a process and charges for access to and use of such signage, to assign the right to use such signage to unit owners or occupants, for a term or terms, and charge for the use of such signage by unit owners or occupants, all in such manner as would a reasonable property manager for the benefit of unit owners and their occupants from time to time.

- (b) Notwithstanding any provision in this Declaration or in any by-laws or Rules hereafter passed or enacted to the contrary:
- (i) no changes, alterations, interior work or additions of any nature whatsoever shall be made to any commercial industrial Unit except with the prior written approval of the Declarant (or the board if after registration of the Declaration and description creating the Corporation), which approval may be arbitrarily withheld or delayed, and in accordance with the terms of this (b);
 - (ii) the commercial industrial Unit Owner shall provide the Declarant (or the board if after registration of the Declaration and description creating the Corporation) with written requirements, drawings, specifications, construction schedules, sketches or blueprints prepared by a qualified architect or engineer and any other documents or permits and other information that the Declarant (or the board if it's after registration of the Declaration and description creating the Corporation) deems necessary or appropriate to review in its sole discretion as determined requisite by the Declarant (or the board if it's after registration of the Declaration and description creating the Corporation) (collectively the "Owner's Plans"), for the Owner's alterations, interior work and additions to the subject commercial industrial Unit, illustrating the alterations, interior work and additions with sufficient detail, including how it affects the mechanical systems, electrical systems, and structural elements affecting the Building, and copies of which shall be retained by the Declarant and turned over to the Corporation for its records after registration.
 - (iii) No alterations, interior work and additions to the subject commercial industrial Unit shall be commenced until the Owner's Plans have been approved in writing by the Declarant (or the board if after registration of the Declaration and description creating the Corporation) and the commercial industrial Unit Owner's work and alterations shall be performed strictly in accordance with the Owner's Plans as previously approved in writing by the Declarant (or the board if after registration of the Declaration and description creating the Corporation).
 - (iv) The subject commercial industrial Unit Owner shall keep his Unit insured during the period in which the Unit Owner is carrying out the Unit Owner's alterations, interior work and additions as may be required by the Corporation and/or the Declarant and/or its lenders. The subject commercial industrial Unit Owner shall be responsible for and keep insured all fixtures and improvements made to the Unit and shall assume all liability in respect of same.
 - (v) Prior to performing any alterations, interior work and additions to the commercial industrial Unit, the subject Unit Owner shall obtain all necessary consents, permits, licenses, certificates and inspections from all municipal, governmental and regulatory authorities having jurisdiction, and shall make available to the Declarant (the board if after registration of the Declaration and description creating the Corporation) copies of same and shall post permits as required.
 - (vi) The written opinion of the Declarant's (the board's if after registration of the Declaration and description creating the Corporation) architect or other qualified consultants shall be binding on both the Declarant (the board if after registration of the Declaration and

description creating the Corporation) and commercial industrial Unit Owner respecting all matters of dispute regarding the subject Unit Owner's alterations, interior work and additions including the state of completion and whether or not the subject Unit Owner's alterations, interior work and additions are completed in a good and workmanlike manner and in accordance with the Declarant's (the board's requirements if after registration of the Declaration and description creating the Corporation) requirements, the Owner's Plans as approved by the Declarant (the board if after registration of the Declaration and description creating the Corporation).

- (vii) All the subject commercial industrial Unit Owner's changes, alterations, interior work and additions to the subject Unit shall be performed by competent workmen whose labour affiliations are compatible with those of others employed by the Declarant and its contractors and which will not result in work stoppages or delays in any works being performed by the Declarant with regards to the Building or other units in the Corporation, including exterior work on the Lands.
 - (viii) The subject commercial industrial Unit Owner and occupants shall be responsible for consumption of all hydro, gas and public utilities during the construction period of the changes, alterations, interior work and additions to the subject Unit, in addition to and not forming part of the common expenses.
 - (ix) The subject commercial industrial Unit Owner and occupants shall ensure that all the changes, alterations, interior work and additions to the subject Unit comply with all provisions of the Applicable Zoning By-laws and building codes.
 - (x) The Declarant (or the board if after registration of the Declaration and description creating the Corporation), acting reasonably, must be satisfied that such commercial industrial Unit Owner's alterations, interior work and additions do not, and will not, unduly affect the structural integrity of any Unit or the common elements, or adversely interfere with the plumbing, heating, electrical or mechanical fixtures, equipment or systems servicing other Units or the common elements (and in this regard, the Declarant (or the board if after registration of the Declaration and description creating the Corporation) may require the payment of a cash deposit or the posting of a letter of credit or other sufficient and satisfactory security, in order to secure any of the obligations or matters described in this (b).
 - (xi) The subject commercial industrial Unit Owner shall ensure that adequate measures are taken by such Owner so that any noise, vibration or interference caused to any of the other Unit Owners and arising from the said Unit Owner's changes, alterations, interior work and additions, is minimized to the greatest possible extent.
 - (xii) The subject commercial industrial Unit Owner seeking to effect such Unit Owner's changes, alterations, interior work and additions, agrees in writing to indemnify and save the Declarant and the Corporation harmless from and against any and all costs, expenses, damages, claims and/or liabilities which the Corporation may suffer or incur as a result of or in connection with, such Unit Owner's changes, alterations, interior work and additions, and further agrees to provide and execute such further assurances as the Declarant and board may reasonably require in connection therewith.
- (c) Commercial industrial Unit Owners shall not make any structural alterations nor any alterations which shall alter the structural parts of the Building constituting part of the common elements. This provision shall not apply to the Declarant, to any entity related to or affiliated with the Declarant, to any Unit owned by the Declarant nor to any unit owned by an entity related to or affiliated with the Declarant.
- (d) Each Unit Owner shall ensure that no construction lien or any other lien affects the Corporation or Lands or any part thereof, including the Unit, in respect of materials supplied or work done or to be done by the Unit Owner or on behalf of the Unit Owner or related to the Unit Owner's work or alterations to the Unit and if the Unit Owner fails to discharge or cause any such lien to be discharged no later than five (5) days after notice thereof given to the Unit Owner, then in addition to any other rights or remedies of the Declarant and the Corporation, the Declarant or Corporation may, but shall not be obliged to, discharge the lien by paying the amount claimed to be due into court or directly to the lien claimant and the amount so paid and all costs and expenses (including legal costs on a solicitor and his client basis) shall be payable by the Unit Owner to the Declarant or the Corporation forthwith on demand.
- (e) Each commercial industrial Unit Owner shall be obligated to obtain any occupancy permit required by any municipal, governmental or regulatory authority having

jurisdiction and shall make it available to the Declarant (and the board if after registration of the Declaration and description creating the Corporation) five (5) days prior to any occupancy, business operation or opening.

- (f) All commercial industrial Unit(s) being used for a restaurant, café and/or fast-food purposes with cooking facilities must be equipped with an ecology unit, a fresh air make up unit and a floor mounted alarmed grease interceptor. The cost of such ecology units, fresh air make up units and grease interceptors and the cost to install same shall be paid for by the respective Unit Owner(s). Such ecology units, fresh air make up units and grease interceptors shall be maintained and repaired by the respective Unit Owner(s).
- (g) Each Owner of a commercial industrial Unit shall be responsible for connecting his or her Unit to the Condominium's servicing and utilities systems, and to the public or local utility authority's systems, all at such owner's sole cost, risk and expense. All work in relation to the foregoing shall be completed in accordance with the provisions of this (a).
- (h) In addition to and notwithstanding anything herein or the Rules and by-laws of the Corporation, the uses which may be carried out within the commercial industrial Units shall, at the sole and unfettered discretion of the Declarant, be controlled and/or restricted by the Declarant for a period of three (3) years from the date the Corporation is created.

Section 18 - Excess Waste Disposal Surcharge and Disallowed Refuse

- (a) It is understood that the Corporation shall be responsible to arrange onsite waste collection through a private waste hauler to provide for the removal and disposal of waste from the Corporation's property including any such waste or refuse which emanates from the commercial industrial Units. The Unit Owners shall co-operate with the Corporation which shall be empowered to designate a location for the storage and ultimate removal of garbage (the "Common Disposal Service").
- (b) It is further understood that certain types of refuse, garbage or waste (which represents an excessive cost or danger to the Condominium) may not be permitted to be disposed of in the Common Disposal Service as determined from time to time by the board and formal notice of which is issued by the board acting on the advice of the Corporation's managing agent, or as determined on the advice of any private disposal company servicing the Corporation or pursuant to any regulatory authority, governmental or otherwise (the "Disallowed Refuse"). Accordingly, all Unit Owners shall refrain from depositing Disallowed Refuse into the Common Disposal Service, and moreover, any Unit Owner wishing to dispose of Disallowed Refuse shall be responsible for arranging for (and paying for the cost of same in addition to and not forming part of the common expenses) the disposal of any Disallowed Refuse emanating from such Owner's unit. Without limiting the discretion of the board to designate other categories of Disallowed Refuse, all garbage or refuse from construction or renovation within commercial industrial Units, all hazardous materials (including, without limitation, medical and/or dental waste, photo lab chemicals) and all cooking oils shall be Disallowed Refuse.
- (c) The Corporation shall be entitled to levy an Excess Waste Disposal Surcharge against any commercial industrial Unit(s) utilized for a use which tends to regularly generate substantially more waste and garbage than the average amount of waste generated by the commercial industrial Units on a per square foot basis (and each Unit used for one of the above-described uses shall be herein referred to as an "Excess Waste Generator").
- (d) The board (or the Declarant if it is prior to the registration of the Declaration and description creating the Corporation) shall determine the amount of the Excess Waste Disposal Surcharge to be levied against each Excess Waste Generator by making a reasonable estimate of the average tonnage of waste and garbage normally generated by each such Excess Waste Generator (excluding, however any waste or garbage disposed of by such Excess Waste Generator privately and without utilizing the Common Disposal System) during an average week, per square foot of such commercial industrial Unit's square foot area and deducting therefrom the average

16

tonnage of waste and garbage which the board reasonably estimates to be generated during an average week on a square foot basis by the commercial industrial Units which are not Excess Waste Generators, and the remainder shall constitute such Excess Waste Generator's "Per Square Foot Excess Waste". Upon receipt of an invoice from the provider of the Common Disposal System, the board shall make a reasonable estimate of the portion of such bill that is attributable to the uses referred to in (c) and such amount shall represent the aggregate Excess Waste Disposal Surcharge to be allocated by the board amongst the Excess Waste Generators, which allocation shall be in proportion to each Excess Generator's Per Square Foot Excess Waste and the square foot area of each such Excess Waste Generator's Unit(s).

- (e) The Corporation shall issue and submit an invoice to the Owner of each Unit that is an Excess Waste Generator, reflecting its allocated Excess Waste Disposal Surcharge. The Owner of each Unit that is an Excess Waste Generator shall pay the Excess Waste Disposal Surcharge as per the Corporation's invoice on or before the tenth (10th) day following receipt of the Corporation's invoice (the "Due Date").

Section 19 - Pest Control Charge

The Owner of a commercial industrial Unit or any tenant, occupant or licensee thereof agrees to keep said Unit free from pests of all types and that such commercial industrial Unit may be inspected by the Corporation or its manager, agents, employees and servants, from time to time, to ensure that such Unit is free from pests. In the event that such pests are not removed when requested by the Corporation, the Corporation may arrange for removal of same and charge the commercial industrial Unit Owner for expenses incurred, which may be collected in the same manner as common expenses and any cost incurred by the Corporation for the removal of such pests from elsewhere on the Property in the event that pests escape from an commercial industrial Unit, shall also be paid for by the responsible commercial industrial Unit Owner and collected in the same manner as common expenses (all of such charges are herein referred to as the "Pest Control Charge"). Any such Pest Control Charge levied against a commercial industrial Unit Owner shall be in addition to and not form part of the common expenses. The Corporation may, at its sole discretion, engage one contractor for pest control in the Condominium. Each commercial industrial Unit Owner that is charged with the Pest Control Charge shall pay the Pest Control Charge as per the Corporation's invoice on or before the tenth (10th) day following receipt of the Corporation's invoice (the "Due Date").

Section 20 - Temporary Model Units

Several unsold Units within the Condominium may be used as temporary model/sales Units for sale/marketing purposes, and the Declarant and the Related Company, their sales staff and their respective invitees shall be entitled to use the common elements for access to and egress from said model Units. The Declarant shall be entitled to maintain all sales displays and signs, until all Units in the Corporation (or such lesser number as the Declarant may determine in its sole discretion) have been sold by the Declarant and until all the Other Units have been sold.

V. LEASING OF UNITS

Section 21 - Notification of Lease

- (a) The Owner of a Unit who leases his Unit or renews a lease of his Unit shall, within thirty (30) days of entering the lease or the renewal:
- (a) notify the Corporation that the Unit is leased;
 - (xiii) 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 Section 83 of the Act; and
 - (xiv) provide the lessee with a copy of the Declaration, by-laws and Rules of the Corporation.
- (b) If a lease of a Unit is terminated and not renewed, the Owner of the Unit shall notify

the Corporation in writing.

- (c) In addition, no Owner other than the Declarant shall lease or otherwise provide use of his Unit unless he first delivers to the Corporation a covenant or agreement signed by the tenant or occupant, to the following effect:

"I acknowledge and agree that I, the corporation, partnership or other entity, our employees, agents and invitees from time to time, will, in using the Unit rented by me and the common elements, comply with the Condominium Act, the Declaration, the by-laws, and all Rules of the Corporation, during the term of the tenancy, and will be subject to the same duties imposed by the above as if I or the corporation, partnership or other entity, were a Unit Owner, except for the payment of common expenses unless otherwise provided by the Condominium Act".

- (d) The Owner of each Unit shall comply, and shall require all tenants, permitted occupants, invitees and licensees of his Unit, including any employees of any of them, to comply with the Act, the Declaration, the by-laws and any other agreement of the Corporation authorized by the by-laws and the Rules.

Section 22 - Tenant's and Occupant's Liability

If an Owner who has leased a Unit defaults in the Owner's obligation to contribute to the common expenses, the Corporation may, by written notice to the lessee or occupant, require the lessee or occupant to pay to the Corporation the lesser of the amount of the default and the amount of the rent due under the lease or occupancy agreement in accordance with Section 87 of the Act.

Section 23 - Owner's Liability

Any Owner leasing his Unit shall not be relieved thereby from any of his obligations with respect to the Unit, which obligations shall be joint and several with his/its tenant or occupant.

VI. MAINTENANCE AND REPAIRS AFTER DAMAGE

Section 24 - Maintenance and Repairs to Unit

- (a) Each Owner shall maintain his Unit and, subject to the provisions of this Declaration and Section 123 of the Act, each Owner shall repair his Unit after damage, all at his own expense.
- (b) Notwithstanding anything hereinbefore provided to the contrary, each Owner shall be responsible for all damages to all other Units and to the common elements, which are caused by the failure of such Owner to so maintain and repair his Unit, save and except for any such damages the cost of repairing which may be recovered under any policy of insurance held by the Corporation.
- (c) The Corporation shall make any repairs that an Owner is obligated to make and that he/it does not make within a reasonable time after damage occurs, and the Corporation may perform any maintenance that an Owner is obligated to perform and that he/it does not perform within a reasonable time. In such event, an Owner shall be deemed to have consented to having maintenance and/or repairs done to his/its Unit by the Corporation. The Owner shall reimburse the Corporation in full for the cost of such maintenance and/or repairs, including any legal or collection costs incurred by the Corporation to collect the costs of such maintenance and/or repairs, and all such costs shall bear interest at the rate of four (4%) per cent per annum above the prime lending rate charged by the Corporation's Bank to its best risk commercial customers, until paid. The Corporation may 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 receipt of written notice from the Corporation thereof, and shall be treated in all respects as common expenses, and recoverable as such.
- (d) In addition to the requirements of Section 123 of the Act, which are imposed upon the Corporation when the building has been substantially 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 any meeting requisitioned by the Owners pursuant to Section 123 of the Act.

Section 25 - Maintenance and Repairs to Common Elements

- (a) Except as otherwise provided herein, the Corporation shall maintain and repair, after damage, the common elements. This duty to maintain shall specifically exclude any duty to maintain and repair any Unit Owner's Individual Servicing System and any ecology units, fresh air make up units, and floor mounted alarmed grease interceptors. Unit owners shall maintain and repair, after damage, those portions of the common elements consisting of doors and windows which are on the exterior or lead into or provide access to their Units and any storefronts (including folding curtains or clear glazing) enclosing their Units.
- (b) Each Owner enjoying exclusive use of any common element area, if any, shall be solely responsible for upkeep, maintenance and non-structural repair of such area, subject to the overall direction of and standards set by the board from time to time.
- (c) Every Owner from time to time shall forthwith reimburse the Corporation for repairs to and replacement of windows and doors (including the locks relating thereto) serving or leading into his/its Unit, and for repairs to any part of the common elements caused by his/its negligence or intentional misconduct or that of the employees, agents, tenants, occupants, invitees or licensees of his Unit, to the extent that such costs may not be recovered under any policy of insurance held by the Corporation without inordinately increasing the premium payable for such insurance as determined by the board in its sole discretion.
- (d) Each Owner enjoying exclusive use of any common element area, the exclusive use of which has been designated to such Unit Owner by the Declaration, by temporary Resolution of the Board of the Directors or by amendment to the Declaration subject to the provisions of the Act, shall allow access upon the Corporation's request at all reasonable times to the Corporation, or to any of its servants, agents or contractors for the purpose of facilitating any repair or maintenance of the property which is the Corporation's duty to repair or maintain.

VII. INSURANCE

Section 26 - Insurance Maintained by the Corporation

(a) Property Insurance

The Corporation shall obtain and maintain insurance, on its own behalf and on behalf of the Owners, for damage to the Units (except for any improvements or betterments made or acquired by the Owners), common elements and personal property owned by the Corporation (excluding furnishings, furniture or other personal property supplied or installed by the Owners) that is caused by major perils as defined in the Act, and insurance against such other perils or events as the board may from time to time deem advisable, in 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 a loss deductible clause, which may vary in respect of the various perils insured against as advised by the Corporation's insurance advisors or managing agent.

(b) Other Insurance

The Corporation shall obtain and maintain insurance against its liability resulting from a breach of duty as occupier of the common elements or land that the Corporation holds as an asset, and insurance against its liability arising from its 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 mortgage endorsements which shall be subject to the provisions of this Declaration and shall contain the following provisions:

- (a) waivers of subrogation against the Corporation, its managers, agents, employees and servants, and against the Unit Owners and any resident, tenant, occupant, invitee or licensee of a Unit, and in any event excluding damage arising out of arson and fraud caused by any one of the above;
- (xv) such policy or policies of insurance shall not be cancelled or substantially modified without at least sixty (60) days' written notice sent by registered mail to all parties whose interests appear thereon, and to the Corporation, and to any first mortgagee who has charges on more than twenty-five (25%) per cent of the Units;
- (xvi) waivers of any defence based on co-insurance or of invalidity arising from any act or omission, or breach of a statutory condition, by any insured;
- (xvii) provision that the same shall be primary insurance in respect to any other insurance carried by the Owner; and
- (xviii) waiver of the insurer's option to repair, rebuild or replace if following the damage the government of the property is terminated pursuant to the Act, which provision shall not be required to be contained in the Corporation's policy referred to in (b) above.

Section 27 - General Provisions Regarding the Condominium Insurance

- (a) Prior to obtaining any policy or policies of insurance under this Part, save for the Corporation's policy referred to in (b) above, or any renewal or renewals thereof, or at such other times as the board may deem advisable, and also upon the request of the mortgagee or mortgagees holding mortgages on fifty percent (50%) or more of the Units, the board shall, (unless it is satisfied that its current appraisal of the full replacement cost of the property is sufficient for its purposes) 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, and the costs of such appraisals shall be a common expense. In this regard, no appraisal shall be necessary for the period prior to the turnover meeting required to be held pursuant to the Act, with respect to the initial policy or policies placed by the Declarant.
- (b) Save as set forth herein, the Corporation, its board and its officers, shall have the exclusive right, on behalf of itself and as agents for the Owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation and to give such releases as are required and any claimant, including the Owner of a damaged Unit, shall be bound by such adjustment. Provided, however, that the board may, in writing, authorize an Owner to adjust any loss to his Unit.
- (c) Every mortgagee shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage. This (c) shall be read without prejudice to the right of any mortgagee to exercise the right of an Owner to vote, or to consent to matters at meetings of Owners, if the mortgage itself contains such a provision, and shall also 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 mortgagee who has notified the Corporation of his interest in any Unit. Renewal certificates or certificates of new insurance policies shall be furnished to each Owner, and renewal certificates or certified copies of new insurance policies shall be furnished to each mortgagee who has notified the Corporation of his interest in any Unit, no later than ten (10) days before the expiry of any current insurance policy. The master policies for any insurance coverage maintained by the Corporation shall be kept by the Corporation in its offices, available for inspection by an Owner or mortgagee or other insured on reasonable notice to the Corporation.
- (e) No insured, other than the Corporation, shall be entitled to amend any policy or

policies of insurance obtained and maintained by or for the Corporation, or to direct that loss shall be payable in any manner other than as provided in this Declaration.

Section 28 - Indemnity Insurance

The Corporation, no earlier than the date of the turnover meeting held pursuant to Section 43 of the Act, shall (and prior thereto may at its option) obtain and maintain insurance for the benefit of directors and officers of the Corporation, in order to indemnify them against any liability, cost, charge or expense (the "liabilities") incurred by them in the execution of their duties, provided that such insurance shall not indemnify them against liabilities incurred as a result of a contravention of Section 37(1) of the Act.

Section 29 - 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 shall be obtained, 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 an Owner to his/its Unit, including but not limited to, furnishings, fixtures, equipment, decorating and personal property, chattels and inventory of the Owner contained within his/its Unit, and his/its personal property and chattels stored elsewhere on the property, including his automobile or automobiles and for loss of use and occupancy of his/its 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 employees, agents, tenants, occupants, invitees or licensees of such other Units, except for any damage arising from vehicle impact, arson and fraud caused or contributed by any of the above;
- (b) Public liability insurance covering any liability of any Owner or any employee, agent, tenant, occupant, invitee or licensee of his/its Unit, to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation;
- (c) Insurance covering additional expenses incurred by an Owner if forced to leave his/its Unit by one of the hazards protected against under the Owner's personal property;
- (d) Insurance covering special assessments levied against an Owner's Unit by the Corporation;
- (e) Plate glass insurance covering the cost of repairing and/or replacing any glass or plastic windows, doors and/or enclosure(s) forming part of or contained within any of the Units; and
- (f) Business interruption insurance, insuring any loss and/or damage arising from the inability of any Owner of a Unit to operate his or her business therefrom, due to any damage to such Unit arising from any action taken by the Corporation.

In addition, the Corporation shall be entitled to pass Rules requiring the Owner of any Unit to provide to the Corporation, evidence of such Owner's procurement of any such insurance and any other type of insurance which the Corporation shall determine is necessary or desirable for the better operation of the Corporation.

Section 30 - 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 any employee, agent, tenant, occupant, invitee or licensee of his/its Unit, to or with respect to the common elements or to any Unit or any part of the Condominium, except for any loss, costs, damage, injury or liability insured against by the Corporation and for which insurance proceeds are in fact payable. Each Owner shall also

21

indemnify and save the Corporation harmless from any loss, costs, damage, injury or liability which the Corporation may suffer due to any breach of any Rules or by-laws in force from time to time by any Owner, his/its employees, agents, tenants, occupants, licensees, invitees, customers or occupants of his/its Unit. 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 recoverable as such.

VIII. DUTIES OF THE CORPORATION

Section 31 - Duties

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

- (a) to comply with all the covenants, conditions, restrictions, agreements, obligations, terms and provisions registered against the Property, in addition to any requirements set forth in the Act, the Declaration, by-laws or Rules of the Corporation;
- (b) to enter into, abide by and comply with the terms and provisions of the Development Agreements;
- (c) to maintain the condominium development in accordance with the Approved Site Plan and to obtain any amendments to the Approved Site Plan and approval of the City for any alterations as may be required;
- (d) to grant (or assume the obligations of the owner of the Lands if same has been entered into prior to the registration of the Declaration), immediately after the registration of this Declaration, if required, an easement(s) in perpetuity in favour of utility suppliers, telecommunication service providers and/or cable television operators over, under, upon, across and through the Property or any part(s) thereof, for the purposes of facilitating the marketing, promotion, construction, installation, access, operation, maintenance and/or repair of utility, telecommunication services or cable television lines or equipment (and all necessary appurtenances thereto) in order to facilitate the supply of utilities, telecommunication services and cable television service to the Units and common elements, and if so requested by the grantees of such easements, to enter into and abide by the terms and provisions of an agreement(s) (or immediately after the registration of this Declaration assume the obligations of the owner of the Lands if such agreement(s) has been entered into prior to the registration of the Declaration) with the utility, telecommunication and/or cable television supplier pertaining to access to the Condominium and Lands and/or pertaining to the provision of their services to the Units and common elements and for such purposes shall enact such by-laws as may be required to sanction the foregoing;
- (e) to ensure that no actions or steps are taken by or on behalf of the Corporation, or by any Unit Owner or their respective tenants, occupants, customers, agents or invitees which would prohibit, restrict, limit, hinder or interfere with the Declarant's ability to utilize portions of the common elements of this Corporation for its marketing/sale/construction programs in connection with this condominium, as more particularly set out in the foregoing provisions of this Declaration;
- (f) upon the request of the Declarant, the Corporation shall forthwith do all things necessary to approve, enter into, register on title, abide by and comply with the terms and provisions of any agreement between the Corporation and the Declarant (or any entity related, associated or affiliated thereto), as owner of any Units, pursuant to Section 98 of the Act whereby the Declarant (or any entity related, associated or affiliated thereto) shall be entitled to make additions, alterations and improvements to the common elements;
- (g) to take all reasonable steps to collect from each Unit Owner his or her proportionate share of the common expenses and to maintain and enforce the Corporation's lien arising pursuant to the Act, against each Unit in respect of which the Owner has defaulted in the payment of common expenses;
- (h) to take all actions reasonably necessary as may be required to fulfil any of the

Corporation's duties and obligations pursuant to this Declaration; and

- (i) upon the request of the Declarant, the Corporation shall forthwith assume or enter all leases pertaining to any portion of the common elements, including without limitation, with regards to common elements parking spaces, as may be required by the Declarant.

IX. GENERAL MATTERS

Section 32 - Rights of Entry

- (a) The Declarant shall have unfettered access to the Common Elements to fulfill its obligations under the Approved Site Plan, including without limitation any landscaped works required under the Approved Site Plan and during the standard one (1) year landscape warranty period. The Corporation, or any insurer of the property or any part thereof, their respective agents, employees or authorized representatives, and any other person authorized by the board, 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, correcting any condition which violates the provisions of any insurance policy or policies, remedying any condition which might result in damage to the property, carrying out any duty imposed upon it by the Corporation, or to perform the objects and duties of the Corporation or to exercise the powers of the Corporation, or in order to exercise any right, remedy or privilege any one of them may have pursuant to or to carry out any duty imposed by such agreements or such other obligations that bind the Corporation.
- (b) In case of an emergency, any agent, employee or authorized representative of the Corporation may enter any Unit at any time without notice, for repairing the Unit or the common elements or for correcting any condition which might result in damage or loss to the property or any assets of the Corporation. The Corporation or anyone authorized by it may determine whether such an emergency exists.
- (c) If any Owner, employee, agent, tenant or occupant of a Unit shall not be personally present to grant entry to such Unit to such person mentioned in (a), the Corporation, or any person authorized by the Corporation, 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 master key to all locks to all Units and exclusive use areas. No Owner, employee, agent, tenant or occupant shall change any lock or place any additional locks on the doors to any Unit or in the Unit or to any part of the common elements of which such Owner, tenant or occupant has the exclusive use without all such locks being on the Corporation's master key system.
- (e) The rights and authority hereby reserved to the Corporation, any insurer as aforesaid, and their respective agents, employees or authorized representatives, does not impose upon them any responsibility or liability whatsoever for the care or supervision of any Unit except as specifically provided in the Declaration or the by-laws.

Section 33 - Owner's Default

- (a) If any Owner of a Unit fails to pay the Corporation any amount (the "Amount") of money required to be paid pursuant to this Declaration that may not be a common expense, including, without limitation, any of the Additional Charges owing to the Corporation as per the Corporation's invoices on or before the Due Dates, the Corporation's by-laws and/or Rules or otherwise when required, then in addition to any other rights, powers or remedies available to the Corporation at common law, by statute, or in equity, the Corporation shall be entitled to:
 - (a) charge and levy interest against such Owner (hereinafter referred to as the "Defaulting Owner") in respect of such unpaid Amount and on all costs and expenses incurred by the Corporation in collecting (or attempting to collect) same, including all legal expenses incurred by the Corporation on a solicitor-and-his/her-own-client basis, at a rate equal to twenty-four percent (24%) per annum, calculated monthly, not in advance, with interest

on the unpaid Amount commencing to accrue from and after the date which the Amount is due and payable and with interest on all of the expenses incurred in collecting (or attempting to collect) same commencing to accrue from and after the respective dates that the Corporation incurred or expended same, and all such interest shall continue to accrue at the aforesaid rate until the date that all of the foregoing amounts are fully paid; and

- (xix) maintain and enforce a lien against the Defaulting Owner's Unit(s), as security for the payment of the Amount (hereinafter referred to as the "Lien") and all costs and expenses incurred by the Corporation in collecting (or attempting to collect) same together with all outstanding interest accruing thereon as aforesaid, with the Lien being enforceable by the Corporation in the same manner, and to the same extent, as a real property mortgage or charge, and with all the powers, rights and remedies inherent in (or available to) a mortgagee or chargee when a mortgage or charge of real estate is in default, pursuant to the provisions of The Mortgages Act R.S.O. 1990 as amended and/or any other applicable statutory provision or common law principle applicable thereto, and in the event that the Land Registrar requires the Corporation, as a prerequisite to the registration and/or enforcement of Lien, to apply to a court of competent jurisdiction of any order, direction, advice or authorization, then the Corporation shall be entitled to forthwith apply to such court for same and Defaulting Owner shall for all purposes be deemed to have consented to any such application by the Corporation, and concomitantly, the Defaulting Owner shall be forever barred and estopped from bringing or instituting any action, suit, claim or other proceeding to defend, defeat, hinder or delay any such application by the Corporation or the maintenance and enforcement of the Lien by the Corporation.

- (b) The Corporation may, on an annual basis, estimate the Additional Charges that it reasonably expects will be applicable to each of the Units over the following year and may levy the Additional Charges to each such Unit in accordance with such estimate, payable on a monthly basis on the first day of each and every month, and the Owner of each Unit shall pay the Additional Charges to the Corporation in accordance with such estimate and shall, upon receipt of a notice from the Corporation, deliver to the Corporation twelve (12) post-dated cheques, each in the amount equal to the estimated monthly amount, for such following year. At the end of the one-year period, the Corporation shall determine the actual Additional Charges incurred by each Unit over such one-year period and shall make an adjustment for the difference between the estimated Additional Charges paid by such Unit Owner and the actual Additional Charges payable by such Unit Owner over the one-year period and shall charge or credit the owner of the Unit Owner accordingly for the difference. If an additional amount is payable by the Unit Owner, such Unit Owner shall pay such additional amount owing to the Corporation on or before the tenth (10th) day following receipt of an invoice for same (the "Due Date").

Section 34 - 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.

Section 35 - Waiver

The failure to act 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.

Section 36 - 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) Method of giving notice: Any notice, communication or other document, including budgets and notices of assessments required to be given or delivered by the Corporation, shall be sufficiently given if delivered personally to the person to whom

it is to be given or if delivered to the address noted in the record, or if mailed by prepaid ordinary mail in a sealed envelope addressed to him at such address or if sent by means of wire or wireless or any other form of transmitted or recorded communication, to such address or, where such notice is required to be given to a Unit Owner, delivered to the Owner's Unit or at the mailbox of the Unit unless, the Corporation has received a written request from such Owner that the notice not be given in this manner, or the address for service that appears in the record is not the address of the Unit of the Owner. Any notice, communication or other document to be given by the Corporation to any other person entitled to notice and who is not an owner shall be given or delivered to such person in the manner aforesaid to the address shown for him on the record. Such notice, communication or document shall be deemed to have been given when it is delivered personally or delivered to the address aforesaid; provided that a notice, communication or document so mailed shall be deemed to have been given when deposited in a post office or public letter box and notice sent by any means of wire or wireless or any other form of transmitted or recorded communication shall be deemed to have been given when delivered to the appropriate communication company or agency or its representative for dispatch.

(b) Notice to the Board or Corporation: Any notice, communication or other document to be given to the Board or Corporation shall be sufficiently given if mailed by prepaid ordinary mail or air mail in a sealed envelope addressed to it at the address for service of the Corporation set out in the Declaration. Any notice, communication or document so mailed shall be deemed to have been given when deposited in a post office or public letter box.

(c) 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.

If such notice is mailed as aforesaid, the same shall be deemed to have been received and to be effective on the third (3rd) business day following the day on which it was mailed.

Section 37 - Construction of Declaration

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

Section 38 - Headings

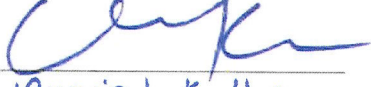
The headings in the body of the Declaration form no part of the Declaration but shall be deemed to be inserted for convenience of reference only.

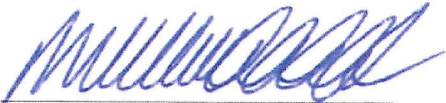
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

DATED this 21st day of September 2022.

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

TAKOL STEELTON INC.

Per: 
Name: Daniel Kolber
Title: President

Per: 
Name: Mitchell Cohen
Title: Treasurer

We have authority to bind this corporation.

SCHEDULE "A"

In the City of Brampton, in the Regional Municipality of Peel and Province of Ontario,
being comprised of:

PIN 14202 – 0632 LT; PART BLOCKS A & B, ALL BLOCK C PLAN 766 CHINGUACOUSY PARTS
1, 2 & 3 43R40157; SUBJECT TO AN EASEMENT OVER PARTS 2 & 3 43R40157 AS IN VS24035;
CITY OF BRAMPTON

SUBJECT TO AN EASEMENT IN FAVOUR OF ENBRIDGE GAS INC. AS IN PR
3875420 REGISTERED ON JULY 21, 2021, OVER ALL OF PIN 14202 – 0632 (LT);

SUBJECT TO AN EASEMENT IN FAVOUR OF BELL CANADA AS IN PR
3919069 REGISTERED ON OCTOBER 1, 2021, OVER ALL OF PIN 14202- 0632;
AND

SUBJECT TO A CONDOMONIUM WATER SERVICES AGREEMENT IN
FAVOUR OF THE REGIONAL MUNICIPALITY OF PEEL AS IN PR4098838
REGISTERED ON AUGUST 10, 2022, OVER ALL OF PIN 14202-0632.

In our opinion, based on the parcel register or abstract index, and the plans and documents recorded
therein, the legal description set out above is correct, the easements hereinbefore described will exist in
law upon the registration of the Declaration and Description and the Declarant is the registered owner
of the land and appurtenant interests thereto.

Janssen Law Professional Corporation
Barristers and Solicitors
a duly authorized representative of
TAKOL STEELTON INC.

DATED this 21st day of September 2022.



CHARLOTTE M. JANSSEN

SCHEDULE "B"**CONSENT**

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

1. Cambrian Credit Union Limited has a registered mortgage within the meaning of clause 7(2)(b) of the Condominium Act, 1998, registered as Instrument No. PR3670938 on June 30, 2020 and a registered General Assignment of Rents, registered as Instrument No. PR3670939 on June 30, 2020, and a Notice of Interest in Leases, registered as Instrument No. PR3680423 on July 27, 2020 all in the Land Registry Office for the Land Titles Division of Peel (No. 43).
2. Cambrian Credit Union Limited consents to the registration of this Declaration pursuant to the Act, against the land or the interests appurtenant the land, as the land and the interests are described in the description.
3. Canadian Credit Union Limited postpones the mortgage, general assignment of rents, notice of interest in leases and the interests under each to the declaration and the easements described in Schedule "A" to the declaration.
4. Cambrian Credit Union Limited is entitled by law to grant this consent and postponement.

DATED this 18th day of July, 2022.

CAMBRIAN CREDIT UNION LIMITED

Per: 

Name: Ryan Lobson

Title: Commercial Relationship Manager

I have authority to bind the Corporation.

SCHEDULE C

BOUNDARIES OF UNITS

INDUSTRIAL UNITS

The industrial units are Units 1 to 65 inclusive on Level 1. The monuments controlling the location and extent of these units are the physical surfaces and planes referred to below and are illustrated on Part 1, Sheet 1 of the Description filed concurrently herewith.

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

1. Horizontal Boundaries

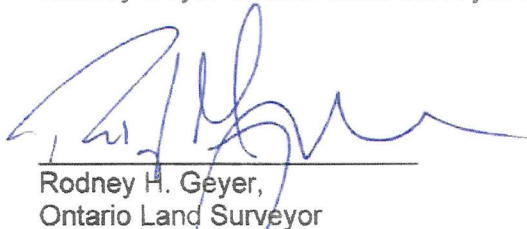
- a) The unfinished upper surface of the concrete floor slab.
- b) The lower face and plane of the frame roof trusses, beams, and steel joists.

2. Vertical Boundaries

- a) The exterior face of finished wall.
- b) The exterior face of partitional wall between units and common elements.
- c) The centre-line of columns and projection thereof, columns excluded.
- d) Vertical plan controlled by dimension shown.
- e) The Unit side surface and plane of the concrete/concrete block wall and/or the production thereof.
- f) The centre-line of demising wall separating one Unit from another, and the Unit from Common Elements.
- g) The unfinished exterior surface and plane of all entrance doors, overhead doors, man doors, windows, skylights, door and window and skylight frames and the exterior surfaces of all glass panels located therein, such windows and doors being in a closed position.

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

Rodney Geyer Ontario Land Surveyor Inc.



Rodney H. Geyer,
Ontario Land Surveyor

Date: September 30, 2021

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

SCHEDULE D

Proportion of Common Interests and Common Expenses Expressed in Percentages

Unit	Level	Proportions (%)
1	1	1.457
2	1	1.576
3	1	1.637
4	1	1.704
5	1	1.717
6	1	1.838
7	1	1.884
8	1	1.943
9	1	1.996
10	1	2.006
11	1	2.187
12	1	2.139
13	1	2.297
14	1	2.259
15	1	2.234
16	1	1.791
17	1	1.134
18	1	1.168
19	1	1.195
20	1	1.197
21	1	1.228
22	1	1.202
23	1	1.294
24	1	1.328
25	1	1.266
26	1	1.412
27	1	1.266
28	1	1.241
29	1	1.241
30	1	1.247
31	1	1.247
32	1	1.269
33	1	1.232
34	1	1.013
35	1	1.001
36	1	0.979
37	1	0.970
38	1	1.015
39	1	1.005
40	1	0.878
41	1	0.869
42	1	0.877
43	1	0.873
44	1	0.873
45	1	0.774
46	1	2.231
47	1	2.299
48	1	2.249
49	1	2.303
50	1	2.277
51	1	2.235
52	1	2.195
53	1	2.160

Unit	Level	Proportions (%)
54	1	2.200
55	1	2.142
56	1	2.200
57	1	2.096
58	1	2.076
59	1	2.087
60	1	0.937
61	1	1.012
62	1	1.092
63	1	1.108
64	1	1.110
65	1	1.032

Total 100.000

Dated as of the 20th day of January, 2022.



Rodney H. Geyer
Rodney Geyer Ontario Land Surveyor Inc.

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, and any other agreement or instrument imposing obligations on the Corporation and the by-laws or Rules of the Corporation.
- (b) All sums of money payable by the Corporation for the obtaining and maintenance of any insurance coverage required or permitted by the Act or the Declaration.
- (c) All sums of money payable for utilities and services serving the Units (if same are not separately metered for or charged to such Units) or common elements including, without limiting the generality of the foregoing, monies payable on account of:
 - (i) gas;
 - (ii) electricity;
 - (iii) water;
 - (iv) maintenance materials, tools and supplies;
 - (v) garbage and waste removal;
 - (vi) off-site snow removal (all purchasers of a Unit(s) are advised that the City of Brampton may not require off-site snow removal. However, in the case of heavy snow falls, the limited snow storage space available may make it necessary to truck snow off site and the costs of same shall be included in the common expense fee).
- (d) All sums of money required by the Corporation for the acquisition or retention of real property for the use and enjoyment of the property, or for the acquisition, repair, maintenance or replacement of personal property for the use and enjoyment of the common elements.
- (e) All sums of money required by the Corporation for the acquisition or retention of real property for the use and enjoyment of the property, or for the acquisition, repair, maintenance or replacement of personal property for the use and enjoyment of the common elements, save as in respect to any common element areas of the Corporation which may constitute part of the Shared Facilities.
- (f) All sums of money paid or payable by the Corporation for legal, engineering, accounting, auditing, expert appraising, maintenance, managerial and secretarial advice and professional advice 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 all persons, firms or companies engaged or retained by it, or by its duly authorized agents, servants and employees for performing any or all 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.
- (j) All sums of money payable on account of realty taxes (including local improvement charges) levied against the property until such taxes are levied against the individual Units.
- (k) All expenses incurred by the Corporation in enforcing any of the by-laws or Rules of the Corporation from time to time and effecting compliance therewith by all Unit Owners and their respective employees, agents, tenants, occupants, licensees or invitees.

SCHEDULE F
EXCLUSIVE USE PORTIONS
OF THE COMMON ELEMENTS

Loading Dock

The owner of each unit shall have the exclusive use and possession, subject to the provisions of the Declaration, the by-laws of the Corporation and any rules and regulations passed pursuant thereto of the loading dock as shown below with the suffix "L" and are allocated as follows:

<u>Unit No</u>	<u>Level No</u>	<u>Exclusive Use</u>
1	1	1L
2	1	2L
3	1	3L
4	1	4L
5	1	5L
6	1	6L
7	1	7L
8	1	8L
9	1	9L
10	1	10L
11	1	11L
12	1	12L
13	1	13L
14	1	14L
15	1	15L
17	1	17L
18	1	18L
19	1	19L
20	1	20L
27	1	27L
28	1	28L
29	1	29L
30	1	30L
31	1	31L
32	1	32L
33	1	33L
34	1	34L
35	1	35L
36	1	36L
37	1	37L
38	1	38L
39	1	39L
40	1	40L
41	1	41L
42	1	42L
43	1	43L
44	1	44L
45	1	45L
46	1	46L
47	1	47L
48	1	48L
49	1	49L
50	1	50L
51	1	51L
52	1	52L
53	1	53L
54	1	54L
55	1	55L

56	1	56L
57	1	57L
58	1	58L
59	1	59L

The owner of each unit shall have the exclusive use of those areas of the common element having the corresponding number with the suffix "L" as illustrated on Part 2, Sheet 1 of the Description.

Access Hallway

The owner of each unit shall have the exclusive use and possession, subject to the provisions of the Declaration, the by-laws of the Corporation and any rules and regulations passed pursuant thereto of the Access Hallway as shown below with the suffix "A" and are allocated as follows:

<u>Unit No</u>	<u>Level No</u>	<u>Exclusive Use</u>
15	1	15A
22	1	22A
23	1	23A
24	1	24A
25	1	25A
26	1	26A
60	1	60A
61	1	61A
62	1	62A
63	1	63A
64	1	64A
65	1	65A

The owner of each unit shall have the exclusive use of those areas of the common element having the corresponding number with the suffix "A" as illustrated on Part 2, Sheet 1 of the Description.

SCHEDULE "G"

CERTIFICATE OF ARCHITECT OR ENGINEER
(SCHEDULE G TO DECLARATION FOR A STANDARD OR LEASEHOLD CONDOMINIUM CORPORATION)
(UNDER CLAUSES 5 (8) (A) OR (B) OF ONTARIO REGULATION 48/01 OR CLAUSE 8 (1) (E) OR (H) OF THE CONDOMINIUM ACT, 1998)
Condominium Act, 1998

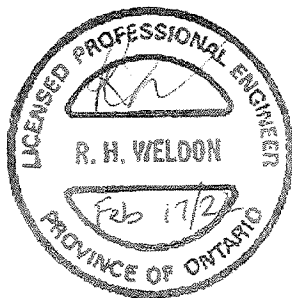
Re: 2074, 2080, & 2084 Steeles Avenue East, Brampton, Ontario (the "Property")

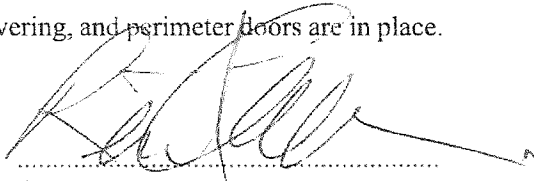
I certify that each building on the Property has been constructed in accordance with the regulations made under the *Condominium Act, 1998*, with respect to the following matters:

(Check whichever boxes are applicable)

- 1. ☒ The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents.
- 2. ☒ Except as otherwise specified in the regulations, floor assemblies are constructed to the sub-floor.
- 3. ☒ Except as otherwise specified in the regulations, walls and ceilings of the common elements, excluding interior structural walls and columns in a unit, are completed to the drywall (including taping and sanding), plaster or other final covering.
- 4. ☒ There are no underground garages.
- 5. ☒ There are no elevating devices as defined in the *Elevating Devices Act*, except for elevating devices contained wholly in a unit and designed for use only within the unit.
- 6. ☒ All installations with respect to the provision of water and sewage services are in place.
- 7. ☒ All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.
- 8. ☒ All installations with respect to the provision of air conditioning are in place or can be provided.
- 9. ☒ All installations with respect to the provision of electricity are in place.
- 10. ☒ There are no indoor and outdoor swimming pools.
- 11. ☒ Except as otherwise specified in the regulations, the boundaries of the units are completed to the drywall (not including taping and sanding), plaster or other final covering, and perimeter doors are in place.

Dated this 17 day of February, 2022.




.....
(signature)
Richard Weldon, P.Eng.
.....
Professional Engineer

Zoning Non-compliance Checklist

A-2024-0413

File No.

A-2024-0413

Applicant: Raminderpal Singh
Address: 2084 Steeles Ave E, Unit 3 & 4
Zoning: M2
By-law 270-2004, as amended

Category	Proposal	By-law Requirement	Section #
USE	To permit a motor vehicle sales establishment	Whereas the by-law does not permit the use	32.1
LOT DIMENSIONS AREA / DEPTH / WIDTH			
BUILDING SETBACKS FRONT/ SIDE / REAR			
BUILDING SIZE			
SIDE DOOR			
COVERAGE			
PARKING	To permit 448 parking spaces to be provided on site	Whereas the by-law requires 575 parking spaces to be provided on site	30&20
DRIVEWAY			
ACCESSORY STRUCTURE			
ACCESSORY STRUCTURE SIZE / HEIGHT			
MULTIPLE ACCESSORY STRUCTURES			
DRIVEWAY WIDTH			
LANDSCAPE OPEN SPACE			
SCHEDULE 'C'			
FENCE			
OUTSIDE STORAGE			

L.Barbuto
Reviewed by Zoning

October 30, 2024
Date