

# **INDIGO CONDOMINIUMS IN MAPLE**

## **Vaughan, Ontario**

### **Disclosure Statement Amendment**

Dated: June 28, 2019

This is a further amendment to the disclosure statement dated October 7, 2015, as amended respectively on January 1, 2016, June 1, 2016 and September 1, 2016 (collectively herein referred to as the "Disclosure Statement") by CHELSEA MAPLE RESIDENCES (PHASE I) INC., the declarant (the "Declarant") of the condominium project marketed as INDIGO CONDOMINIUMS IN MAPLE, in the City of Vaughan, Ontario. Any capitalized terms not defined herein shall have the meanings ascribed thereto in the Disclosure Statement. The Disclosure Statement is hereby amended as follows:

1. The number of parking units has decreased from 330 to 300 and number of bicycle storage units has increased from 128 to 136.
2. The percentage of the common interests appurtenant to and the percentage of contribution to common expenses allocated to various residential dwelling units, parking units and bicycle storage units have been amended.
3. The Budget Statement and Schedule to the Budget Showing the Monthly Common Element Fees per Unit have been amended.
4. Purchasers are advised that a portion of the outdoor area and walkway proposed to be located at grade level between the easterly and westerly portions of the Building, connecting Glenngarry Crescent to Eagle Rock Way, will be open and accessible to the general public at such times as required by the City of Vaughan and the public shall have a right to use and access such outdoor area and walkway. It is currently proposed that such outdoor area and walkway will be subject to an easement in favour of the City of Vaughan for pedestrian ingress and egress.
5. Purchasers are further advised that the lands across the street from the Lands and on the north side of Eagle Rock Way are herein referred to as the "Building II Lands" and any building(s)/structure(s) and appurtenances constructed thereon are herein collectively referred to as "Building II". Building II is currently proposed to not form part of the Corporation. Purchasers and tenants are hereby advised that the Building II Lands may, at the owner(s) of the Building II Lands' sole, absolute and unfettered discretion, be developed as residential, commercial, retail, mixed-use or other type of building(s)/structure(s) in compliance with the relevant municipal requirements from time to time. The owner(s) of the Building II Lands reserves the unfettered right to decide when or whether to construct Building II or make any modifications thereto, all in its sole, absolute and unfettered discretion. The tenure, design, use, etc. of the Building II Lands and Building II, the construction timetable for same, the number of buildings/structures, number of units/areas and spaces contained therein, the type, character, composition, etc. of the improvements to be constructed thereon and the number and type of condominium corporations, if any, to be created thereon will be totally at the discretion and control of the owner(s) of the Building II Lands. The configuration, layout, boundary and area of the Building II Lands and Building II are subject to change by the owner(s) of the Building II Lands, in its sole, absolute and unfettered discretion. If the Building II Lands are developed as a condominium, then the condominium corporation to be created upon registration of the declaration and description upon the Building II Lands are herein referred to as the "Building II Corporation".

The lands on the north side of Eagle Rock Way, adjacent to and west of the Building II Lands are herein referred to as the "Building III Lands" and any building(s)/structure(s) and appurtenances constructed thereon are herein collectively referred to as "Building III". Building III is currently proposed to not form part of the Corporation. Purchasers and tenants are hereby advised that the Building III Lands may, at the owner(s) of the Building III Lands' sole, absolute and unfettered discretion, be developed as residential, commercial, retail, mixed-use or other type of building(s)/structure(s) in compliance with the relevant municipal requirements from time to time. The owner(s) of the Building III Lands reserves the unfettered right to decide when or whether to construct Building III or make any modifications thereto, all in its sole, absolute and unfettered discretion. The tenure, design, use, etc. of the Building III Lands and Building III, the construction timetable for same, the number of buildings/structures, number of units/areas and spaces contained therein, the type, character, composition, etc. of the improvements to be constructed thereon and the number and type of condominium corporations, if any, to be created thereon will be totally at the discretion and control of the owner(s) of the Building III Lands. The configuration, layout, boundary and area of the Building III Lands and Building III are subject to change by the owner(s) of the Building III Lands, in its sole, absolute and unfettered discretion. If the Building III Lands are developed as a condominium, then the condominium corporation to be created upon

registration of the declaration and description upon the Building III Lands are herein referred to as the "Building III Corporation".

The Building, Building II and Building III are collectively referred to as the "Buildings".

It is currently proposed that Parking units 12-26 (both inclusive) and 30-36 (both inclusive) on Level A within the Condominium may be sold, leased, transferred or otherwise conveyed to any residential dwelling unit owner in any one of the Corporation, the Building II Corporation and the Building III Corporation.

Therefore the definitions of "Building II", the "Building II Corporation", the "Building II Lands", "Building III", the "Building III Corporation", the "Building III Lands" and the "Buildings" as set out in this paragraph 5 are hereby added to Section 1 of the Declaration, and Section 15 of the Declaration is hereby deleted and replaced with the following in its place and stead:

"SECTION 15 - Restrictions on Disposition of Parking Units and Bicycle Storage Units

(a) The Reserved Parking Units

- (i) Parking Units 12-26 (both inclusive) and 30-36 (both inclusive) on Level A (collectively the "Reserved Parking Units" and each individually a "Reserved Parking Unit"), may at any time be sold, leased, transferred or otherwise conveyed, provided that:
  - (A) any such sale, transfer or other conveyance is made only to the Declarant, the declarant of the Building II Lands, the declarant of the Building III Lands, the Corporation, the Building II Corporation, the Building III Corporation or to any residential dwelling unit owner in any one of the Buildings and provided that any such lease is made only to the Declarant, the declarant of the Building II Lands, the declarant of the Building III Lands, the Corporation, the Building II Corporation, the Building III Corporation, or to any owner or tenant of a residential dwelling unit in any one of the Buildings;
  - (B) the term of any lease of any Reserved Parking Unit to a tenant of a residential dwelling unit in any one of the Buildings shall not extend beyond the term of the tenancy of such unit in any one of the Buildings granted to such tenant;
  - (C) every lease in respect of any Reserved Parking Unit shall provide that where the lessee thereof is also an owner of a residential dwelling unit in any one of the Buildings and such lessee is deprived of ownership or possession of his residential dwelling unit in any one of the Buildings, such lease shall revert to the lessor of such Reserved Parking Unit. It shall also provide that where the lessee of such Reserved Parking Unit is also an owner of a residential dwelling unit in any one of the Buildings, upon a sale, transfer or conveyance of such owner's residential dwelling unit in any one of the Buildings, the leasehold interest in such Reserved Parking Unit must be assigned or transferred to the new owner or transferee of such residential dwelling unit in any one of the Buildings or else must revert to the lessor of such Reserved Parking Unit, as the case may be; and
- (ii) notwithstanding the above provisions, an owner of a Reserved Parking Unit may sell, transfer or convey its Reserved Parking Unit to any third party provided that the sale, transfer or conveyance of the Reserved Parking Unit is in combination with its residential dwelling unit in any one of the Corporation, the Building II Corporation and the Building III Corporation.
- (iii) The restrictions set out above in paragraph 15(a)(i) shall not apply to any conveyance, disposition, assignment, sale or lease of a Reserved Parking Unit by the Declarant.
- (iv) The Declarant may, at its sole option and at any time, convey, assign, sell or lease any unsold Reserved Parking Unit(s) registered in the Declarant's name to the declarant of the Building II Lands, the declarant of the Building III Lands, the Corporation, the Building II Corporation, the Building III Corporation, any owner(s), purchasers and tenants of any unit in any one of the Corporation, the Building II Corporation and the Building III Corporation, to purchasers, owners and tenants of any of the units in the Commercial Area, to any third party or they may be retained by the Declarant and upon such conveyance, assignment, sale or lease the Declarant shall be automatically released and

discharged from any and all liabilities and obligations to the Corporation, the Building II Corporation, the Building III Corporation and/or the Unit owner(s) in respect of such conveyed, assigned, sold or leased Reserved Parking Unit(s), including, without limitation, obligations in respect of common expenses and realty taxes, whether outstanding or whether payable before or after such conveyance, assignment, sale or lease. The conveyance, assignment, sale or lease to the Corporation of any Reserved Parking Unit 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. The Corporation shall execute and deliver without delay or charge any documentation as may be required to facilitate any such conveyance(s) to the Corporation and hereby irrevocably authorizes and directs the Declarant's solicitors to act as the solicitors for the Corporation for the purpose of executing such documentation, including land transfer tax documentation/statements, in respect of such conveyance(s) to the Corporation, whether or not in electronic form.

- (b) Parking Units and Bicycle Storage Units (save and except for the Reserved Parking Units)
- (i) Any parking Unit and/or bicycle storage Unit (save and except for the Reserved Parking Units), may at any time be sold, leased, transferred or otherwise conveyed, either separately or in combination with other Units, provided that:
- (A) any such sale, transfer or other conveyance is made only to the Declarant or to any residential dwelling Unit Owner in the Building and provided that any such lease is made only to the Declarant, to the Corporation, or to any Owner or tenant of a residential dwelling Unit in the Building;
- (B) the term of any lease of any parking Unit and/or bicycle storage Unit to a tenant of a residential dwelling Unit shall not extend beyond the term of the tenancy of such Unit granted to such tenant;
- (C) every lease in respect of any parking Unit and/or bicycle storage Unit shall provide that where the lessee thereof is also an Owner of a residential dwelling Unit and such lessee is deprived of ownership or possession of his residential dwelling Unit, such lease shall revert to the lessor of such parking Unit and/or bicycle storage Unit. It shall also provide that where the lessee of such parking Unit and/or bicycle storage Unit is also an Owner of a residential dwelling Unit, upon a sale, transfer or conveyance of such Owner's residential dwelling Unit, the leasehold interest in such parking Unit and/or bicycle storage Unit must be assigned or transferred to the new Owner or transferee of such residential dwelling Unit or else must revert to the lessor of such parking Unit and/or bicycle storage Unit, as the case may be; and
- (D) notwithstanding the above provisions, an Owner of a parking Unit and/or bicycle storage Unit may sell, transfer or convey its parking Unit and bicycle storage Unit to any third party provided that the sale, transfer or conveyance of the parking Unit and bicycle storage Unit is in combination with its residential dwelling Unit in the Corporation.
- (c) The restrictions set out above in paragraph 15(b)(i) shall not apply to any conveyance, disposition, assignment, sale or lease of a parking Unit or bicycle storage Unit (save and except for the Reserved Parking Units) by the Declarant.
- (d) The Declarant may, at its sole option and at any time, convey, assign, sell or lease any unsold parking Unit(s) and/or bicycle storage Unit(s) (save and except for the Reserved Parking Unit(s)) registered in the Declarant's name to the Corporation, any owner(s), purchasers and tenants of any Unit in the Corporation, to purchasers, owners and tenants of any of the units in the Commercial Area, to any third party or they may be retained by the Declarant and upon such conveyance, assignment, sale or lease the Declarant shall be automatically released and discharged from any and all liabilities and obligations to the Corporation and/or the Unit owner(s) in respect of such conveyed, assigned, sold or leased parking Unit(s) and bicycle storage Unit(s), including, without limitation, obligations in respect of common expenses and realty taxes, whether outstanding or whether payable before or after such conveyance, assignment, sale or lease. The conveyance, assignment, sale or lease to the Corporation of any parking Unit(s) and/or bicycle storage 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. The Corporation shall execute and deliver without delay or charge any documentation as may be required to facilitate any such conveyance(s) to the Corporation and hereby irrevocably authorizes and directs the Declarant's solicitors to act as the solicitors for the Corporation for the purpose of executing such documentation, including land transfer tax documentation/statements, in respect of such conveyance(s) to the Corporation, whether or not in electronic form."

The foregoing amendments have resulted in some amendments to the Disclosure Statement, and accordingly, the Disclosure Statement should be read in contemplation of such amendments. Attached hereto are the following replacement pages to the following components of the Disclosure Statement:

	<b>Disclosure Statement Document</b>	<b>Delete the Following in the Disclosure Statement</b>	<b>Replace with the Following Attached Material</b>
1.	Schedule I - Declaration	Schedule "C" of the Declaration - 2 Pages in the Disclosure Statement dated October 7, 2015 (schedule to the Declaration)	Schedule "C" of the Declaration - 2 Pages attached (schedule to the Declaration)
2.	Schedule I - Declaration	Schedule "D" of the Declaration - 5 Pages in the Disclosure Statement dated October 7, 2015 (schedule to the Declaration)	Schedule "D" of the Declaration - 7 Pages attached (schedule to the Declaration)
3.	Schedule VII - Budget Statement and Schedule to the Budget Showing the Monthly Common Element Fees per Unit	Schedule to the Budget Showing the Monthly Common Element Fees per Unit - 16 Pages in the Disclosure Statement dated October 7, 2015	Schedule to the Budget Showing the Monthly Common Element Fees per Unit - 19 Pages attached
4.	Schedule IX – Proposed Sketch of Site – Level 1 only	Schedule IX – Proposed Sketch of Site – Level 1 only – 1 Page in the Disclosure Statement dated October 7, 2015	Schedule IX – Proposed Sketch of Site – Level 1 only – 1 Page attached

## **SCHEDULE “C”**

Each Residential Dwelling Unit, Parking Unit, Locker Unit, and Guest Suite Unit shall comprise the area within the heavy lines shown on Part 1, Sheets 1, 2, 3, 4 of the description with respect to the unit numbers indicated thereon. The monuments controlling the extent of the units are the physical surfaces referred to immediately below, and are illustrated on Part 1, Sheets 1, 2, 3, 4 of the description, and all dimensions shall have reference to them.

Without limiting the generality of the foregoing, the boundaries of each Residential Dwelling Unit, Parking Unit, Locker Unit, and Guest Suite Unit are as follows:

### **BOUNDARIES OF THE RESIDENTIAL DWELLING UNITS**

(Being Units 1 to 8, both inclusive, on Level 1, Units 1 to 29, both inclusive, on Level 2, Units 1 to 32, both inclusive, on Level 3, Units 1 to 34, both inclusive, on Levels 4, 5 and 6, Units 1 to 33, both inclusive, on Levels 7, and 8, Units 1 to 13, both inclusive, on Levels 9 and 10, Part 1, Sheets 1, 2 and 3 of the Description filed concurrently herewith):

1. Each Residential Dwelling Unit shall be bounded vertically by:
  - i) The upper surface and plane of the unfinished concrete floor slab and production.
  - ii) The lower surface and plane of the unfinished concrete ceiling slab and production.
  - iii) The upper surface and plane and production of the drywall suspended ceiling where applicable.
2. Each Residential Dwelling Unit shall be bounded horizontally by:
  - i) The backside surface and plane and production of the drywall sheathing on all exterior walls or walls separating the unit from another unit or from the common element.
  - ii) The unfinished unit side surface and plane of the exterior doors and door frames, windows and window frames and the unit side surfaces of all glass panels located therein, the said windows and exterior doors being in a closed position.
  - iii) In the vicinity of ducts, pipe spaces and concrete columns, the unit boundaries are the backside surface of the drywall sheathing enclosing said ducts, pipe spaces and concrete columns.

### **BOUNDARIES OF THE PARKING UNITS**

(Being Units 1 to 47 on Level A, Units 1 to 124 on Level B, Units 1 to 129 on Level C as illustrated on Part 1, Sheet 4 of the Description filed concurrently herewith):

1. Each Parking Unit is bounded vertically by:
  - i) The upper surface and plane of the unfinished concrete garage floor slab and production.
  - ii) The plane 1.90 metres above and parallel to the upper surface and plane of the unfinished concrete garage floor slab measured perpendicularly therefrom.
2. Each Parking Unit is bounded horizontally by one or a combinations of:
  - i) The vertical plane established by measurements.
  - ii) The vertical plane established by the line and face of concrete columns and/or the production thereof.
  - iii) The vertical plane established by the centreline of columns and/or the production thereof.
  - iv) The unit side surface and plane of the concrete/concrete block wall and/or the production thereof.
  - v) The vertical plane established by measurements and perpendicular to the face of concrete/concrete block wall or column and/or the production.
  - vi) The vertical plane establish by the centerline of the column and perpendicular to the face of the concrete/ concrete block wall.

### **BOUNDARIES OF THE LOCKER UNITS**

(Being 136 Units on Levels A, B and C as illustrated on Part 1, Sheet 4 of the Description filed concurrently herewith)

1. Each Locker Unit shall be bounded vertically by:
  - i) The upper surface and plane of the unfinished concrete floor slab and production.

- ii) The lower surface and plane of the steel wire mesh and frame and/or its production.
2. Each Locker Unit shall be bounded horizontally by:
- i) The unit side surface and plane of the concrete/concrete block wall
  - ii) The unit side surface and plane of steelwire mesh and frame and
  - iii) The unit side surface and plane of the steel wire mesh door in a closed position.

**BOUNDARIES OF THE GUEST SUITE UNIT**

(Being Unit 9 on Level 1 as illustrated on Part 1, Sheet 1 of the Description filed concurrently herewith):

1. The Guest Suite Unit shall be bounded vertically by:
- i) The upper surface and plane of the unfinished concrete floor slab and production.
  - ii) The lower surface and plane of the unfinished concrete ceiling slab and production.
2. The Guest Suite Unit shall be bounded horizontally by:
- i) The backside surface and plane and production of the drywall sheathing on all exterior walls or walls separating the unit from another unit or from the common element.
  - ii) The unfinished unit side surface and plane of the exterior doors and door frames, windows and window frames and the unit side surfaces of all glass panels located therein, the said windows and exterior doors being in a closed position.
  - iii) In the vicinity of ducts, pipe spaces and concrete columns, the unit boundaries are the backside surface of the drywall sheathing enclosing said ducts, pipe spaces and concrete columns.

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I hereby certify that the written description of the monuments and boundaries of the Units contained herein accurately corresponds with the diagrams of the Units shown on Part 1, Sheets 1, 2, 3 and 4 of the Description.

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Dated

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R. DenBroeder  
Ontario Land Surveyor

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

**INDIGO****SCHEDULE ' D '****PERCENTAGE CONTRIBUTION TO COMMON EXPENSES AND PERCENTAGE  
INTEREST IN COMMON ELEMENTS BY UNIT AND LEVEL NUMBER**

<u>UNIT NO.</u>	<u>LEVEL NO.</u>	<u>% CONTRIBUTION TO COMMON EXPENSES</u>	<u>% INTEREST IN COMMON ELEMENTS</u>
1	1	0.4883	0.5744
2	1	0.4936	0.7082
3	1	0.4916	0.6281
4	1	0.4865	0.4965
5	1	0.4387	0.4363
6	1	0.4747	0.4809
7	1	0.4747	0.4809
8	1	0.4747	0.4809
9	1	0.0000	0.0001
1	2	0.3245	0.3228
2	2	0.3962	0.3940
3	2	0.2686	0.2671
4	2	0.2686	0.2671
5	2	0.4096	0.4074
6	2	0.4835	0.4809
7	2	0.3805	0.3785
8	2	0.3962	0.3940
9	2	0.2596	0.2582
10	2	0.3984	0.3963
11	2	0.2686	0.2671
12	2	0.3022	0.3005
13	2	0.2686	0.2671
14	2	0.2932	0.2916
15	2	0.2932	0.2916
16	2	0.4006	0.3985
17	2	0.4006	0.3985
18	2	0.3984	0.3963
19	2	0.4835	0.4809
20	2	0.4141	0.4119
21	2	0.2686	0.2671
22	2	0.2686	0.2671
23	2	0.3962	0.3940
24	2	0.3894	0.3874
25	2	0.4969	0.4942
26	2	0.2686	0.2671
27	2	0.3022	0.3005
28	2	0.2686	0.2671
29	2	0.2708	0.2694

# INDIGO

## SCHEDULE 'D'

### PERCENTAGE CONTRIBUTION TO COMMON EXPENSES AND PERCENTAGE INTEREST IN COMMON ELEMENTS BY UNIT AND LEVEL NUMBER

<u>UNIT NO.</u>	<u>LEVEL NO.</u>	<u>% CONTRIBUTION TO COMMON EXPENSES</u>	<u>% INTEREST IN COMMON ELEMENTS</u>
1	3	0.3245	0.3228
2	3	0.3962	0.3940
3	3	0.2686	0.2671
4	3	0.2686	0.2671
5	3	0.4096	0.4074
6	3	0.4835	0.4809
7	3	0.3805	0.3785
8	3	0.3962	0.3940
9	3	0.2596	0.2582
10	3	0.3984	0.3963
11	3	0.2686	0.2671
12	3	0.2686	0.2671
13	3	0.4006	0.3985
14	3	0.4006	0.3985
15	3	0.2932	0.2916
16	3	0.2932	0.2916
17	3	0.4006	0.3985
18	3	0.4006	0.3985
19	3	0.3984	0.3963
20	3	0.4835	0.4809
21	3	0.4141	0.4119
22	3	0.2686	0.2671
23	3	0.2686	0.2671
24	3	0.3962	0.3940
25	3	0.3894	0.3874
26	3	0.2552	0.2538
27	3	0.2552	0.2538
28	3	0.4006	0.3985
29	3	0.4006	0.3985
30	3	0.2686	0.2671
31	3	0.2686	0.2671
32	3	0.2708	0.2694
1	4	0.3245	0.3228
2	4	0.3962	0.3940
3	4	0.2686	0.2671
4	4	0.2686	0.2671
5	4	0.4096	0.4074
6	4	0.4835	0.4809
7	4	0.3805	0.3785
8	4	0.3962	0.3940
9	4	0.2596	0.2582



# INDIGO

## SCHEDULE 'D'

### PERCENTAGE CONTRIBUTION TO COMMON EXPENSES AND PERCENTAGE INTEREST IN COMMON ELEMENTS BY UNIT AND LEVEL NUMBER

<u>UNIT NO.</u>	<u>LEVEL NO.</u>	<u>% CONTRIBUTION TO COMMON EXPENSES</u>	<u>% INTEREST IN COMMON ELEMENTS</u>
10	4	0.3984	0.3963
11	4	0.2686	0.2671
12	4	0.2686	0.2671
13	4	0.2686	0.2671
14	4	0.2686	0.2671
15	4	0.2686	0.2671
16	4	0.2932	0.2916
17	4	0.2932	0.2916
18	4	0.2686	0.2671
19	4	0.2686	0.2671
20	4	0.2686	0.2671
21	4	0.3984	0.3963
22	4	0.4835	0.4809
23	4	0.4141	0.4119
24	4	0.2686	0.2671
25	4	0.2686	0.2671
26	4	0.3962	0.3940
27	4	0.3894	0.3874
28	4	0.2552	0.2538
29	4	0.2552	0.2538
30	4	0.4006	0.3985
31	4	0.4006	0.3985
32	4	0.2686	0.2671
33	4	0.2686	0.2671
34	4	0.2708	0.2694
1	5	0.3245	0.3228
2	5	0.3962	0.3940
3	5	0.2686	0.2671
4	5	0.2686	0.2671
5	5	0.4096	0.4074
6	5	0.4835	0.4809
7	5	0.3805	0.3785
8	5	0.3962	0.3940
9	5	0.2596	0.2582
10	5	0.3984	0.3963
11	5	0.2686	0.2671
12	5	0.2686	0.2671
13	5	0.2686	0.2671
14	5	0.2686	0.2671
15	5	0.2686	0.2671
16	5	0.2932	0.2916

# INDIGO

## SCHEDULE 'D'

### PERCENTAGE CONTRIBUTION TO COMMON EXPENSES AND PERCENTAGE INTEREST IN COMMON ELEMENTS BY UNIT AND LEVEL NUMBER

<u>UNIT NO.</u>	<u>LEVEL NO.</u>	<u>% CONTRIBUTION TO COMMON EXPENSES</u>	<u>% INTEREST IN COMMON ELEMENTS</u>
17	5	0.2932	0.2916
18	5	0.2686	0.2671
19	5	0.2686	0.2671
20	5	0.2686	0.2671
21	5	0.3984	0.3963
22	5	0.4835	0.4809
23	5	0.4141	0.4119
24	5	0.2686	0.2671
25	5	0.2686	0.2671
26	5	0.3962	0.3940
27	5	0.3894	0.3874
28	5	0.2552	0.2538
29	5	0.2552	0.2538
30	5	0.4006	0.3985
31	5	0.4006	0.3985
32	5	0.2686	0.2671
33	5	0.2686	0.2671
34	5	0.2708	0.2694
1	6	0.3245	0.3228
2	6	0.3962	0.3940
3	6	0.2686	0.2671
4	6	0.2686	0.2671
5	6	0.4096	0.4074
6	6	0.4835	0.4809
7	6	0.3805	0.3785
8	6	0.3962	0.3940
9	6	0.2596	0.2582
10	6	0.3984	0.3963
11	6	0.2686	0.2671
12	6	0.2686	0.2671
13	6	0.2686	0.2671
14	6	0.2686	0.2671
15	6	0.2686	0.2671
16	6	0.2932	0.2916
17	6	0.2932	0.2916
18	6	0.2686	0.2671
19	6	0.2686	0.2671
20	6	0.2686	0.2671
21	6	0.3984	0.3963
22	6	0.4835	0.4809
23	6	0.4141	0.4119

# INDIGO

## SCHEDULE ' D '

### PERCENTAGE CONTRIBUTION TO COMMON EXPENSES AND PERCENTAGE INTEREST IN COMMON ELEMENTS BY UNIT AND LEVEL NUMBER

<u>UNIT NO.</u>	<u>LEVEL NO.</u>	<u>% CONTRIBUTION TO COMMON EXPENSES</u>	<u>% INTEREST IN COMMON ELEMENTS</u>
24	6	0.2686	0.2671
25	6	0.2686	0.2671
26	6	0.3962	0.3940
27	6	0.3894	0.3874
28	6	0.2552	0.2538
29	6	0.2552	0.2538
30	6	0.4006	0.3985
31	6	0.4006	0.3985
32	6	0.2686	0.2671
33	6	0.2686	0.2671
34	6	0.2708	0.2694
1	7	0.3245	0.3228
2	7	0.3962	0.3940
3	7	0.2686	0.2671
4	7	0.2686	0.2671
5	7	0.4096	0.4074
6	7	0.4835	0.4809
7	7	0.3805	0.3785
8	7	0.3962	0.3940
9	7	0.2596	0.2582
10	7	0.3984	0.3963
11	7	0.2686	0.2671
12	7	0.2686	0.2671
13	7	0.2686	0.2671
14	7	0.2686	0.2671
15	7	0.2686	0.2671
16	7	0.2663	0.2649
17	7	0.2663	0.2649
18	7	0.4006	0.3985
19	7	0.4006	0.3985
20	7	0.3984	0.3963
21	7	0.4544	0.4519
22	7	0.4096	0.4074
23	7	0.2395	0.2382
24	7	0.2395	0.2382
25	7	0.3962	0.3940
26	7	0.3894	0.3874
27	7	0.2283	0.2271
28	7	0.2283	0.2271
29	7	0.4006	0.3985
30	7	0.4006	0.3985

# INDIGO

## SCHEDULE 'D'

### PERCENTAGE CONTRIBUTION TO COMMON EXPENSES AND PERCENTAGE INTEREST IN COMMON ELEMENTS BY UNIT AND LEVEL NUMBER

<u>UNIT NO.</u>	<u>LEVEL NO.</u>	<u>% CONTRIBUTION TO COMMON EXPENSES</u>	<u>% INTEREST IN COMMON ELEMENTS</u>
31	7	0.2686	0.2671
32	7	0.2686	0.2671
33	7	0.2708	0.2694
1	8	0.3245	0.3228
2	8	0.3962	0.3940
3	8	0.2686	0.2671
4	8	0.2686	0.2671
5	8	0.4096	0.4074
6	8	0.4835	0.4809
7	8	0.3805	0.3785
8	8	0.3962	0.3940
9	8	0.2596	0.2582
10	8	0.3984	0.3963
11	8	0.2686	0.2671
12	8	0.2686	0.2671
13	8	0.2686	0.2671
14	8	0.2686	0.2671
15	8	0.2686	0.2671
16	8	0.2663	0.2649
17	8	0.2663	0.2649
18	8	0.4006	0.3985
19	8	0.4006	0.3985
20	8	0.3984	0.3963
21	8	0.4544	0.4519
22	8	0.4096	0.4074
23	8	0.2395	0.2382
24	8	0.2395	0.2382
25	8	0.3962	0.3940
26	8	0.3894	0.3874
27	8	0.2283	0.2271
28	8	0.2283	0.2271
29	8	0.4006	0.3985
30	8	0.4006	0.3985
31	8	0.2686	0.2671
32	8	0.2686	0.2671
33	8	0.2708	0.2694
1	9	0.3245	0.3228
2	9	0.3962	0.3940
3	9	0.2395	0.2382
4	9	0.2395	0.2382

# INDIGO

## SCHEDULE 'D'

### PERCENTAGE CONTRIBUTION TO COMMON EXPENSES AND PERCENTAGE INTEREST IN COMMON ELEMENTS BY UNIT AND LEVEL NUMBER

<u>UNIT NO.</u>	<u>LEVEL NO.</u>	<u>% CONTRIBUTION TO COMMON EXPENSES</u>	<u>% INTEREST IN COMMON ELEMENTS</u>
5	9	0.4096	0.4074
6	9	0.4544	0.4519
7	9	0.3805	0.3785
8	9	0.3962	0.3940
9	9	0.2596	0.2582
10	9	0.3984	0.3963
11	9	0.5484	0.5454
12	9	0.5215	0.5187
13	9	0.2440	0.2427
1	10	0.3245	0.3228
2	10	0.3962	0.3940
3	10	0.2395	0.2382
4	10	0.2395	0.2382
5	10	0.4096	0.4074
6	10	0.4544	0.4519
7	10	0.3805	0.3785
8	10	0.3962	0.3940
9	10	0.2596	0.2582
10	10	0.3984	0.3963
11	10	0.6200	0.6167
12	10	0.5193	0.5165
13	10	0.2440	0.2427
TOTAL RESIDENTIAL PERCENTAGE		89.4940	89.4940
PARKING UNITS (0.0323 EACH)			
300 Parking Units	A, B & C	9.6900	9.6900
BICYCLE STORAGE UNITS (0.0060 EACH)			
136 Bicycle Storage Units	A, B & C	0.8160	0.8160
TOTAL PERCENTAGE		100.0000	100.0000

**INDIGO CONDOMINIUMS**

**SCHEDULE VII**

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**BUDGET STATEMENT**

**INDIGO CONDOMINIUMS**

**BUDGET STATEMENT FOR THE COMMON EXPENSES FOR THE YEAR  
FOLLOWING REGISTRATION OF THE DECLARATION AND DESCRIPTION OF  
INDIGO AT 99 & 111 EAGLE ROCK WAY, MAPLE, ONTARIO**

\*\*\*\*\*

**I REVENUE**

Common Charges	\$1,475,100	
Guest Suite Income	5,060	
Interest Income	<u>1,440</u>	
<b>TOTAL REVENUE</b>		<b>\$1,481,600</b>

**II OPERATING EXPENDITURES**

**A. UTILITIES**

Hydro	271,160	
Water Sewage	126,720	
Gas	<u>126,600</u>	
<b>TOTAL UTILITIES</b>		<b>524,480</b>

**B. REPAIRS AND MAINTENANCE**

Windows	1,600	
Electrical	2,300	
Plumbing	2,300	
Fire Equipment	10,000	
Painting / Common Element Maintenance	3,500	
Carpets	6,300	
Guest Suite Maintenance	5,000	
Locks and Doors	1,600	
Security Access Equipment	2,600	
Exterior Repairs & Maintenance	2,000	
Mechanical Equipment	2,300	
Miscellaneous	<u>2,000</u>	
<b>TOTAL REPAIRS AND MAINTENANCE</b>		<b>41,500</b>

**C. SERVICE CONTRACTS**

Pest Control	1,600	
Window Washing	12,600	
Elevators	32,000	
Waste Removal / Odour Control	9,226	
Property Management	124,750	
HVAC Contract	33,500	
HVAC - Fan Coil Maintenance	10,500	
Telephone / Enterphone	4,500	
Housekeeping / Maintenance	116,000	
Garage Power Washing	9,900	
Concierge	220,000	
Landscaping	9,000	
Miscellaneous	<u>1,800</u>	
<b>TOTAL SERVICE CONTRACTS</b>		<b>585,376</b>

**D. SUPPLIES**

Lighting Supplies	\$3,000	
Cleaning Supplies	4,600	
Maintenance Supplies	2,300	
Small Tools / Equipment	2,300	
Miscellaneous	<u>2,600</u>	
<b>TOTAL SUPPLIES</b>		<b>\$14,800</b>

<b>E.</b>	<b><u>INSURANCE</u></b>		35,000
<b>F.</b>	<b><u>GENERAL AND ADMINISTRATIVE</u></b>		
	General Meetings	4,500	
	Office Supplies / Equipment	5,900	
	Bank Charges	700	
	Duplicating	3,000	
	Legal Fees	2,026	
	Audit Fees	6,800	
	Guest Suite Mortgage	0	
	Guest Suite Land Transfer Tax / Property Tax	3,000	
	Condominium Administrative Fee (CAO)	3,168	
	Sundries	1,500	
	Internet Web Page Maintenance / Administration	<u>7,000</u>	
	<b>TOTAL GENERAL AND ADMINISTRATIVE</b>		37,594
<b>G.</b>	<b><u>PERFORMANCE AUDIT</u></b>		28,000
<b>H.</b>	<b><u>EASEMENT AND COST SHARING AGREEMENT</u></b>		
	<b><u>SHARED FACILITIES OPERATING EXPENSES</u></b>		
	<b><u>SHARED WITH THE COMMERCIAL OWNER(S)</u></b>		
	<b><u>(SCHEDULE 1)</u></b>		21,850
	<b>TOTAL OPERATING EXPENDITURES</b>		<b>1,288,600</b>
<b>I.</b>	<b><u>CONTRIBUTION TO RESERVE FUND</u></b>		
	Reserve Fund Provision	186,000	
	Reserve Fund Study Provision	<u>7,000</u>	
	<b>TOTAL RESERVE FUND CONTRIBUTION</b>		<b>193,000</b>
	<b>TOTAL EXPENDITURES</b>		<b>\$1,481,600</b>



**INDIGO**

**BUDGET NOTES**

**I INDIVIDUAL UNIT ASSESSMENT**

The monthly common charge for each unit is determined by dividing the total budgeted common assessments attributed to the Property by 12 to determine the monthly assessment and by multiplying that figure by each unit's percentage contribution to common expenses to find the monthly individual common charge.

1. **Total Monthly Common Expenses**

$$\$1,475,100 \div 12 = \$122,925$$

2. **Monthly Individual Common Charge**

Individual unit monthly common charges are determined by multiplying the total monthly assessment by the percentage contribution to common expenses of each unit. A schedule of monthly common charges for each residential dwelling unit is attached to this budget statement. Parking spaces and bicycle storage spaces are treated as individual units. The monthly assessment payable by any owner is equal to the sum of the common charge assigned to the residential unit and the monthly common charge for each parking unit and/or bicycle storage unit purchased or assigned on the attached Schedule of Monthly Common Charges.

**II OPERATING EXPENSES (\$1,288,600)**

A. **UTILITIES (\$524,480)**

1. **Hydro (\$271,160)**

The budget is based on comparable property requirements and the current rates of supply per kilowatt hour (10.7 cents) excluding administrative/distribution charges escalated by 3% and compounded annually for the common elements. Each residential dwelling unit will be separately metered or check metered and the cost of consumption for the unit will be the responsibility of the individual unit owner. Should the rates for hydro delivered to the condominium, at time of registration be greater than 12.6 cents per kilowatt hour or the transmission, distribution, market operations charges, debt reduction charge, or customer charge have increased from current charges, then the budget will be adjusted accordingly to reflect the rates at the time of registration.

2. **Water Sewage (\$126,720)**

The budget is based on comparable property requirements and the current rates of \$2.95 per cubic meter have been escalated by 6% and compounded annually. The budget includes water and sewage charges for the common areas and the residential dwelling units on a bulk billing basis. Should the rates for water at time of registration be greater than \$3.31 per cubic meter, then the budget will be adjusted accordingly to reflect the rates at the time of registration.

3. **Gas (\$126,600)**

The budget is based on comparable property requirements and the current rate of 23.5 cents per cubic meter and administrative/distribution charges have been escalated by 3% and compounded annually. The budget includes natural gas costs for the common areas and the residential dwelling units to be billed on a bulk basis. This includes all water heated by natural gas for the fan coil units in each individual residential dwelling unit, all domestic hot water used within the building and the corridor fresh air systems. Should the

rates for gas at time of registration be greater than 25.6 cents per cubic meter, or administrative/distribution, transportation charges have increased from current charges, then the budget will be adjusted accordingly to reflect the rates at the time of registration.

**B. REPAIRS AND MAINTENANCE (\$41,500)**

This grouping of accounts pays for repairs and maintenance to the common elements of the Condominium Corporation as required by outside contractors.

1. **Windows (\$1,600)**

This account pays for costs associated with any repairs to common area windows and of units that are not covered by the Condominium Corporation's policies of insurance nor the warranties on windows.

2. **Electrical (\$2,300)**

Miscellaneous electrical repairs and maintenance to common area electrical systems and the cost of any infra-red scanning of transformers, bus ducts or electrical panels as part of a planned preventative maintenance program.

3. **Plumbing (\$2,300)**

Repairs by outside trades to common area domestic hot water or plumbing systems in the building and cleaning of drains that may be required.

4. **Fire Equipment (\$10,000)**

This account is for the professional inspection and testing of the fire safety system in compliance with the requirements of the Ontario Fire Code as well as for repairs and maintenance to the common area fire bells, pull stations, the fire alarm panel, voice communication systems, heat detectors, fire hoses, extinguishers, sprinkler flow switches, fire pumps and annual inspection of the CO System in the garage. Also included is the monthly testing and monitoring of the fire panel.

5. **Painting / Common Element Maintenance (\$3,500)**

Painting and drywall repairs and maintenance to the common areas of the building including repairs after damage not covered by policies of insurance.

6. **Carpets (\$6,300)**

Costs associated with one full professional cleaning of the common area carpets, elevator mats, entrance mats and miscellaneous spot cleaning and repairs as may be required. Also provided for is a provision for the monthly leasing of carpet runners.

7. **Guest Suite Maintenance (\$5,000)**

The estimated cost to clean and maintain the guest suite unit after use.

8. **Locks and Doors (\$1,600)**

Repairs to common area locks, door closures, door frames and any re-keying of doors that may be required.

9. **Security Access Equipment (\$2,600)**

This account represents a provision for the repairs and maintenance of the common area CCTV equipment and other security equipment. Also included is a provision for the purchase of additional access devices if required.

10. **Exterior Repairs & Maintenance (\$2,000)**

This account is for the miscellaneous repairs to the exterior of the building, including sidewalks, roads and curbs by the condominium corporation.

11. **Mechanical Equipment (\$2,300)**

This account is for the miscellaneous repairs to the common area mechanical systems not covered by any contract.

12. **Miscellaneous (\$2,000)**

Miscellaneous repairs to other mechanical systems and common elements including such items as intercom system, brickwork, and other items not described in this grouping of expenses.

**C. SERVICE CONTRACTS (\$585,376)**

1. **Pest Control (\$1,600)**

Costs for the monthly servicing of the common areas and for servicing units on an as required basis.

2. **Window Washing (\$12,600)**

Estimated costs for the cleaning of all windows not accessible by staff or residents at a frequency of once per year.

3. **Elevators (\$32,000)**

Annual costs associated with the repair and maintenance of the elevators of the Condominium Corporation according to government requirements. The elevator maintenance contract will be a full service and parts agreement with the original installer of the elevators. Provisions have also been made for licenses and government inspections.

4. **Waste Removal / Odour Control (\$9,226)**

The estimated cost to remove household waste, organic waste and recyclables.

5. **Property Management (\$124,750)**

The Declarant proposes to enter into a Management Agreement with Crossbridge Condominium Services Ltd. to provide property management services.

6. **HVAC Contract (\$33,500)**

The estimated cost for a comprehensive maintenance contract with an independent service company for the regular servicing and parts replacement of mechanical systems in the building including the chiller, boilers, cooling tower, pumps, motors, fans and other equipment excluding in-suite fan coil units. Included is the cost of water treatment related to the air conditioning and heating systems.

7. **HVAC - Fan Coil Maintenance (\$10,500)**

The estimated contract cost for once a year to maintain the in-suite fan coil units, including filter changes notwithstanding that the cost to repair and maintain the fan coil is the responsibility of each owner.

8. **Telephone / Enterphone (\$4,500)**

Costs associated with the phone lines and internet service in the management office and in the elevators, as well as the monitoring of any life safety systems.

9. **Housekeeping / Maintenance (\$116,000)**

To supply contract cleaners on the basis of 44 hours per week, 52 weeks per year at a maximum rate of \$23.00 per hour including holiday pay and HST. It is anticipated that one full time non-resident superintendent 40 hours/week, Monday to Friday, will be hired for the Condominium at an estimated annual cost of \$64,000 including HST.

10. **Garage Power Washing (\$9,900)**

Estimated cost for annual cleaning of the Condominium Corporation parking garage at a frequency of once per year. Included as well is a provision for cleaning of catch basins and drains

11. **Concierge (\$220,000)**

The estimated cost to provide contract concierge services on a 24 hours a day basis, 7 days per week to be located in the lobby. Duties will include greeting residents and guests and providing other resident services and period patrols.

12. **Landscaping (\$9,000)**

The estimated cost to maintain the common area landscaping including weeding, planting bed and maintenance and trimming of all /any sodded areas of the property.

13. **Miscellaneous (\$1,800)**

Provision for other miscellaneous contracts that may be entered into by the Corporation.

D. **SUPPLIES (\$14,800)**

This category includes the estimated costs for cleaning supplies, lighting supplies, maintenance supplies used by building staff, small tools and equipment, landscaping supplies and miscellaneous other purchases made in the start up of a new condominium

E. **INSURANCE (\$35,000)**

The allocation in this category is for the cost of the insurance premium to meet the requirements of the Condominium Corporation. Included is all risks replacement cost property coverage, comprehensive public liability, boiler and machinery coverage, and Directors and Officers liability coverage.

F. **GENERAL AND ADMINISTRATIVE (\$37,594)**

1. **General Meetings (\$4,500)**

This is the estimated cost of holding the General Meeting of the Corporation during the first year as well as costs of a recording secretary at monthly board meetings.

2. **Office Supplies / Equipment (\$5,900)**

The budget provides for any office expenses directly related to the operation of the Condominium Corporation.

3. **Bank Charges (\$700)**

The budget provides for bank charges related to the Corporation bank account for deposits and pre-authorized funds transfers.

4. **Duplicating (\$3,000)**

This is the estimated cost of the duplication of newsletters, other notices, forms used by the condominium corporation and duplication and distribution of Minutes, Auditor's Reports and other Corporation documents that may be sent from time to time to the unit owners.

5. **Legal Fees (\$2,026)**

Provision has been made for the appointment of legal counsel for the Condominium Corporation at the discretion of the Board of Directors.

6. **Audit Fees (\$6,800)**

The Condominium Act requires an audit at the end of the first year following the registration of the Corporation. Furthermore, the declarant must also provide audited statements within 60 days after the turnover meeting. The Corporation must bear the cost of the year end and turnover audit.

7. **Guest Suite Mortgage (\$0)**

The purchase price a guest suite at \$156,000.00 inclusive of HST bearing interest at a rate of 8.0% per annum calculated semi-annually, not in advance, will be purchased from the Declarant. The term of the mortgage shall be ten (10) years commencing on the date of registration of the Condominium. Blended monthly instalments on account of principal and interest shall be computed based on an amortization period of nine (9) years and shall be payable commencing thirteen (13) months following the date of registration of the Condominium.

8. **Guest Suite Land Transfer Tax / Property Tax (\$3,000)**

The estimated tax on the guest suite unit.

9. **Condominium Administrative Fee (CAO) (\$3,168)**

Estimated annual fees associated with the creation of the new Condominium Authority of Ontario Office. This organization is an Administrative Authority, and once designated, it will provide condominium owners with the tools and information that owners may need to understand condominium ownership, Board of Director training and use of the dispute resolution services.

10. **Sundries (\$1,500)**

This account is to provide for various expenses related to the administration of the Corporation not anticipated in the budget.

11. **Internet Web Page Maintenance / Administration (\$7,000)**

Provision to design and maintain an internet web page for the condominium which will include newsletter and other features.

**G. PERFORMANCE AUDIT (\$28,000)**

The cost of the engineering study, to be conducted by the Board of Directors, to examine the common element areas and to file the report with TARION during the first year. This is a one-time expense.

The Condominium shall arrange with an independent engineering consultant to prepare a Performance Audit within one (1) year immediately following registration of the Declaration and the Description. The Performance Audit shall be conducted by professional consulting engineers who shall make a thorough examination of the buildings and assess the as-constructed condition of the various systems and components of the building in order to provide the Condominium with a report on the building which will assist the Condominium in assessing repair and maintenance requirements and in preserving any rights which the Corporation may have under the Ontario New home Warranties Plan Act.

The Condominium is not restricted in its selection of consulting engineers or the Performance Audit being prepared as set out herein. In the event that the Corporation retains a consulting engineer to undertake the Performance Audit, at a higher cost than is reasonably established in the budget, then the Declarant shall only be responsible for the established price, pursuant to Section 75 of the Act, and any expenditures in excess of this stated amount shall be the sole responsibility of the Condominium.

**H. EASEMENT AND COST SHARING AGREEMENT.  
SHARED FACILITIES OPERATING EXPENSES SHARED  
WITH THE OWNER(S) OF THE COMMERCIAL SPACE (\$21,850)**

Please see Schedule I for Shared Expenses.

**I. CONTRIBUTION TO RESERVE FUND (\$193,000)**

**1. Reserve Fund Provision (\$186,000)**

Section 93 (2) of the Condominium Act defines the Reserve Fund, as a fund set up by the Condominium corporation in a special account for the major repair and replacement of common elements and assets of the Condominium corporation. This section also requires the Corporation to establish at least one Reserve Fund and to allocate to that Reserve Fund an amount that is reasonable expected to prove sufficient funds for that major repair and replacement of the contributions to common expenses exclusive of the Reserve. It is anticipated that one-twelfth of the annual contribution to the Reserve Fund will be made on a monthly basis. At the time of the preparation of this budget, a detailed Reserve Fund Study had not been prepared. The provision is calculated at 15% of the estimated operating expenses. The only Reserve Expense anticipated in the first year relates to the preparation of the Reserve Fund Study. There will be no further adjustment or allowance to the Reserve Fund amount by the Declarant to account for any surplus or deficit in the first year common area expense.

**2. Reserve Fund Study Provision (\$7,000)**

In accordance with the *Condominium Act*, the Condominium Corporation will retain the services of an independent consultant to prepare a reserve fund study, which will establish the level of funding necessary to maintain an adequate reserve for future major repair and replacement of the common elements. Pursuant to the provisions of the *Condominium Act*, Section 94 (7), this expense will be charged to the Reserve Fund.

**SCHEDULE I**

**BUDGET FOR THE EXPENSES**  
**SHARED BETWEEN THE INDIGO CONDOMINIUM CORPORATION,**  
**AND THE OWNER(S) OF THE COMMERCIAL SPACE**

The following budget and notes describe the expenses that this Condominium Corporation will share with the Commercial Space Owner as contemplated and more particularly described in The Disclosure Statement. These expenses relate to the shared costs in maintaining the Shared Facilities including snow removal for sidewalks and shared driveway, general maintenance of the Pedestrian walkway, Shared Servicing Systems, Shared Loading Bay Area and associated facilities and equipment.

The Easement and Cost Sharing Agreement will establish the allocation of costs which shall be apportioned by the Declarant on an equitable basis as more particularly described in the Easement and Cost Sharing Agreement. This Corporation and the Owner of the Commercial Space will be responsible for their proportionate share of the cost of operating, maintaining, repairing the Shared Facilities as described in the Disclosure Statement on the basis of the total gross floor area contained in each of the Residential Condominium Corporation and the Commercial Space bears to the combined gross floor area contained in all of the Residential Condominium Corporation and Commercial Space.

The Declarant shall determine said set gross floor area and such determination shall be binding on all parties to the subject Reciprocal Agreement.

At the time of the preparation of this budget the allocation between the Indigo Condominium and the Commercial Owner would be as follows:

**Allocation of Cost**

Indigo Condominiums	95%
Commercial Space Owner	<u>5%</u>
	100%

**SHARED FACILITIES OPERATING EXPENSES**

<b><u>1. Driveway Maintenance</u></b>	<b>\$ 320</b>
The estimated cost to maintain and repair the shared driveway.	
<b><u>2. Loading Area Maintenance</u></b>	<b>1,270</b>
The estimated cost to maintain and repair the shared loading area.	
<b><u>3. Pedestrian Walkway Maintenance</u></b>	<b>210</b>
The estimated cost to maintain and repair the shared pedestrian walkway.	
<b><u>4. Snow Removal / Landscaping</u></b>	<b><u>21,200</u></b>
The estimated cost to clear snow and ice, including the cost of sand and salt. The budget also provides for any maintenance of the shared landscaping facilities.	

**TOTAL SHARED FACILITIES OPERATING EXPENSES** **\$ 23,000**

<b>Allocated To</b>	<b>Allocation</b>	<b>Budget Allocation</b>
<b>Indigo Condominiums</b>	<b>95.0%</b>	<b>\$ 21,850</b>
Commercial Space Owner	<u>5.0%</u>	<u>1,150</u>
	100.00%	<b>\$23,000</b>

### **ADDITIONAL STATEMENTS REQUIRED BY THE CONDOMINIUM ACT**

1. The total common expenses of the proposed Condominium Corporation including the provision to the reserve fund for the first year after condominium registration is \$1,475,100.
2. This budget statement of May 29, 2019 has been increased by 6% as set out in the Budget Disclosure Statement which established that if registration of the Declaration and Description occurs after December 31, 2018, the Budget Statement and related expense would be read as being increased by an inflation rate of 6% per annum. Purchasers acknowledge and agree that they shall be bound by such revised budget and the acceptance of such revised budget should not be construed as a material change to the Disclosure Statement. Furthermore, nothing set forth in this budget statement should be construed or interpreted as a representation or warranty that the actual registration of the Condominium shall take place by the date noted above.
3. Although this budget is based on the best available information as at the date of its preparation, purchasers should be aware that budgetary predications on future servicing and utility costs are, by their very nature, subject to change based on regulatory and other changes that are beyond the Declarant's control and reasonable expectations. The Declarant reserves the right to revise the first year budget statement to reflect the increases to utilities set out in, including but without limitation, items A(1), (2) and (3) of the Utilities Operating Expenses and to provide each unit purchaser with a revised copy of the Condominium Corporation's first year statement. In such event, purchasers acknowledge and agree that they shall be bound by such revised budget, and the acceptance of such revised budget should not be considered nor be construed as a material change as defined by the Condominium Act, 1998, nor will the Declarant be accountable to the Corporation for any budget shortfall as a result thereof.
4. The cost of Cable TV and telephone service to units will be on a user pay basis and is not a common expense and not included in the budget statement.
5. Approximately 15% of the common expenses will be paid into the reserve fund amount. The provision is \$193,000 for the Condominium Corporation. As at the date of the foregoing budget, the Condominium Corporation has not been created and accordingly, there are no amounts in the Reserve Fund. At the end of the first year after registration, there should be \$186,000 in the reserve fund account of the Condominium Corporation.
6. The cost of each expense item is shown on the budget statement. The cost of the Reserve Fund Study for the Condominium Corporation is \$7,000 inclusive of HST; the cost of the Performance Audit is \$28,000 inclusive of HST, and the cost of both the turnover and year end financial audits for the Condominium Corporation is \$6,800 inclusive of HST.
7. At the time of preparation of the Budget Statement of August 24, 2016 and updated Budget Statement of May 29, 2019, there are no pending lawsuits material to the property of which the Declarant has actual knowledge and that may affect the property after the registration of a deed to the unit from the Declarant to the purchaser.
8. There are no pending lawsuits material to the Property of which the Declarant has actual knowledge. There are no current or expected fees, charges, rents or other revenues to be paid by the Residential Unit owners or any of them for the use of the common elements save and except for cleaning charges or damage deposits in relation to the private use of Party Room, or perhaps for access cards and/or keys for example, and at rates to be established by the Board of Directors from time to time. There are no services not included in the foregoing budget (and Schedules thereto) that the Declarant provides, or expenses that the Declarant pays and that might reasonably be expected to become, at any subsequent time, a common expense with the exception of the interest expense payable against the mortgage on the guest suite unit which will commence thirteen (13) months following the date of registration of the Condominium.
9. The Harmonized Sales Tax is included in all applicable expense items on the Budget Statement.
10. Use of the Amenities will be subject to special rules that may be established from time to time by the Board of Directors.
11. The cost, type level of frequency of services are detailed in the budget notes.



12. Unit owners will be responsible for insuring any contents and improvements in their individual units. This insurance policy should also include personal third party liability insurance, reimbursement for living expenses outside of their units and protection against any deductible charges that might accrue to the owner from the Condominium Corporation. The Condominium Corporation shall insure the units (excluding contents and improvements) and the common elements for full replacement cost without deduction for depreciation with reference to the proposed standard unit.

**INDIGO**

**SCHEDULE OF MONTHLY COMMON CHARGES**  
**BY SUITE NUMBER**

<u>UNIT NO.</u>	<u>LEVEL NO.</u>	<u>SUITE NO.</u>	<u>MONTHLY COMMON CHARGE</u>
1	1	101	600.29
2	1	102	606.74
3	1	103	603.82
4	1	104	598.04
5	1	105	539.27
6	1	106	583.53
7	1	107	583.53
8	1	108	583.53
9	1	GUEST SUITE	
1	2	201	398.89
2	2	202	487.03
3	2	203	330.18
4	2	204	330.18
5	2	205	503.50
6	2	206	594.34
7	2	207	467.73
8	2	208	487.03
9	2	209	319.11
10	2	210	489.73
11	2	211	330.18
12	2	212	371.48
13	2	213	330.18
14	2	214	360.42
15	2	215	360.42
16	2	216	492.44
17	2	217	492.44
18	2	218	489.73
19	2	219	594.34
20	2	220	509.03
21	2	221	330.18
22	2	222	330.18
23	2	223	487.03
24	2	224	478.67
25	2	225	610.82
26	2	226	330.18
27	2	227	371.48
28	2	228	330.18
29	2	229	332.88

# INDIGO

## SCHEDULE OF MONTHLY COMMON CHARGES BY SUITE NUMBER

<u>UNIT NO.</u>	<u>LEVEL NO.</u>	<u>SUITE NO.</u>	<u>MONTHLY COMMON CHARGE</u>
1	3	301	398.89
2	3	302	487.03
3	3	303	330.18
4	3	304	330.18
5	3	305	503.50
6	3	306	594.34
7	3	307	467.73
8	3	308	487.03
9	3	309	319.11
10	3	310	489.73
11	3	311	330.18
12	3	312	330.18
13	3	313	492.44
14	3	314	492.44
15	3	315	360.42
16	3	316	360.42
17	3	317	492.44
18	3	318	492.44
19	3	319	489.73
20	3	320	594.34
21	3	321	509.03
22	3	322	330.18
23	3	323	330.18
24	3	324	487.03
25	3	325	478.67
26	3	326	313.71
27	3	327	313.71
28	3	328	492.44
29	3	329	492.44
30	3	330	330.18
31	3	331	330.18
32	3	332	332.88
1	4	401	398.89
2	4	402	487.03
3	4	403	330.18
4	4	404	330.18
5	4	405	503.50
6	4	406	594.34
7	4	407	467.73

# INDIGO

## SCHEDULE OF MONTHLY COMMON CHARGES BY SUITE NUMBER

<u>UNIT NO.</u>	<u>LEVEL NO.</u>	<u>SUITE NO.</u>	<u>MONTHLY COMMON CHARGE</u>
8	4	408	487.03
9	4	409	319.11
10	4	410	489.73
11	4	411	330.18
12	4	412	330.18
13	4	413	330.18
14	4	414	330.18
15	4	415	330.18
16	4	416	360.42
17	4	417	360.42
18	4	418	330.18
19	4	419	330.18
20	4	420	330.18
21	4	421	489.73
22	4	422	594.34
23	4	423	509.03
24	4	424	330.18
25	4	425	330.18
26	4	426	487.03
27	4	427	478.67
28	4	428	313.71
29	4	429	313.71
30	4	430	492.44
31	4	431	492.44
32	4	432	330.18
33	4	433	330.18
34	4	434	332.88
1	5	501	398.89
2	5	502	487.03
3	5	503	330.18
4	5	504	330.18
5	5	505	503.50
6	5	506	594.34
7	5	507	467.73
8	5	508	487.03
9	5	509	319.11
10	5	510	489.73
11	5	511	330.18
12	5	512	330.18
13	5	513	330.18

# INDIGO

## SCHEDULE OF MONTHLY COMMON CHARGES BY SUITE NUMBER

<u>UNIT NO.</u>	<u>LEVEL NO.</u>	<u>SUITE NO.</u>	<u>MONTHLY COMMON CHARGE</u>
14	5	514	330.18
15	5	515	330.18
16	5	516	360.42
17	5	517	360.42
18	5	518	330.18
19	5	519	330.18
20	5	520	330.18
21	5	521	489.73
22	5	522	594.34
23	5	523	509.03
24	5	524	330.18
25	5	525	330.18
26	5	526	487.03
27	5	527	478.67
28	5	528	313.71
29	5	529	313.71
30	5	530	492.44
31	5	531	492.44
32	5	532	330.18
33	5	533	330.18
34	5	534	332.88
1	6	601	398.89
2	6	602	487.03
3	6	603	330.18
4	6	604	330.18
5	6	605	503.50
6	6	606	594.34
7	6	607	467.73
8	6	608	487.03
9	6	609	319.11
10	6	610	489.73
11	6	611	330.18
12	6	612	330.18
13	6	613	330.18
14	6	614	330.18
15	6	615	330.18
16	6	616	360.42
17	6	617	360.42
18	6	618	330.18
19	6	619	330.18

# INDIGO

## SCHEDULE OF MONTHLY COMMON CHARGES BY SUITE NUMBER

<u>UNIT NO.</u>	<u>LEVEL NO.</u>	<u>SUITE NO.</u>	<u>MONTHLY COMMON CHARGE</u>
20	6	620	330.18
21	6	621	489.73
22	6	622	594.34
23	6	623	509.03
24	6	624	330.18
25	6	625	330.18
26	6	626	487.03
27	6	627	478.67
28	6	628	313.71
29	6	629	313.71
30	6	630	492.44
31	6	631	492.44
32	6	632	330.18
33	6	633	330.18
34	6	634	332.88
1	7	701	398.89
2	7	702	487.03
3	7	703	330.18
4	7	704	330.18
5	7	705	503.50
6	7	706	594.34
7	7	707	467.73
8	7	708	487.03
9	7	709	319.11
10	7	710	489.73
11	7	711	330.18
12	7	712	330.18
13	7	713	330.18
14	7	714	330.18
15	7	715	330.18
16	7	716	327.35
17	7	717	327.35
18	7	718	492.44
19	7	719	492.44
20	7	720	489.73
21	7	721	558.57
22	7	722	503.50
23	7	723	294.41
24	7	724	294.41
25	7	725	487.03

# INDIGO

## SCHEDULE OF MONTHLY COMMON CHARGES BY SUITE NUMBER

<u>UNIT NO.</u>	<u>LEVEL NO.</u>	<u>SUITE NO.</u>	<u>MONTHLY COMMON CHARGE</u>
26	7	726	478.67
27	7	727	280.64
28	7	728	280.64
29	7	729	492.44
30	7	730	492.44
31	7	731	330.18
32	7	732	330.18
33	7	733	332.88
1	8	801	398.89
2	8	802	487.03
3	8	803	330.18
4	8	804	330.18
5	8	805	503.50
6	8	806	594.34
7	8	807	467.73
8	8	808	487.03
9	8	809	319.11
10	8	810	489.73
11	8	811	330.18
12	8	812	330.18
13	8	813	330.18
14	8	814	330.18
15	8	815	330.18
16	8	816	327.35
17	8	817	327.35
18	8	818	492.44
19	8	819	492.44
20	8	820	489.73
21	8	821	558.57
22	8	822	503.50
23	8	823	294.41
24	8	824	294.41
25	8	825	487.03
26	8	826	478.67
27	8	827	280.64
28	8	828	280.64
29	8	829	492.44
30	8	830	492.44
31	8	831	330.18
32	8	832	330.18

# INDIGO

## SCHEDULE OF MONTHLY COMMON CHARGES BY SUITE NUMBER

<u>UNIT NO.</u>	<u>LEVEL NO.</u>	<u>SUITE NO.</u>	<u>MONTHLY COMMON CHARGE</u>
33	8	833	332.88
1	9	901	398.89
2	9	902	487.03
3	9	903	294.41
4	9	904	294.41
5	9	905	503.50
6	9	906	558.57
7	9	907	467.73
8	9	908	487.03
9	9	909	319.11
10	9	910	489.73
11	9	911	674.12
12	9	912	641.05
13	9	913	299.94
1	10	1001	398.89
2	10	1002	487.03
3	10	1003	294.41
4	10	1004	294.41
5	10	1005	503.50
6	10	1006	558.57
7	10	1007	467.73
8	10	1008	487.03
9	10	1009	319.11
10	10	1010	489.73
11	10	1011	762.14
12	10	1012	638.35
13	10	1013	299.94
TOTAL RESIDENTIAL COMMON CHARGES			110,010.41
PARKING UNITS (\$39.70 EACH)			
300 Parking Units			11,910.00
BICYCLE STORAGE UNITS (\$7.38 EACH)			
136 Bicycle Storage Units			1,003.68
TOTAL COMMON CHARGES			122,924.09



