CITY OF TORONTO

BY-LAW No. 1280-2007(OMB)

To amend the General Zoning By-law No. 438-86 for the former City of Toronto with respect to lands municipally known as 18 Brownlow Avenue.

WHEREAS the Ontario Municipal Board, by its Decision No. 0427 issued February 20, 2007, and by its Order No. 2721 issued on October 16, 2007, has approved an amendment to Zoning By-law No. 438-86, as amended, of the former City of Toronto, with respect to lands municipally known as 18 Brownlow Avenue;

THEREFORE the Ontario Municipal Board HEREBY ENACTS as follows:

1. Pursuant to Section 37 of the *Planning Act*, the heights and density of development permitted by this By-law are permitted subject to compliance with the conditions set out in this By-law and in return for the provision by the *owner* of the *site* of the facilities, services and matters set out in Appendix 1 hereof, the provisions of which shall be secured by an agreement or agreements pursuant to Section 37(3) of the *Planning Act*.

2. Upon execution and registration of an agreement or agreements with the *owner* of the *site*, pursuant to Section 37 of the *Planning Act*, securing the provision of the facilities, services and matters set out in Appendix 1 hereof, the *site* is subject to the provisions of this By-law, provided that in the event the said agreement(s) requires the provision of a facility, service or matter as a precondition to the issuance of a building permit, the *owner* may not erect or use such building until the *owner* has satisfied the said requirements.

3. Except as otherwise provided herein, the provisions of By-law No. 438-86, as amended, and By-law No. 20623, as amended by By-law No. 22036, each of the former City of Toronto, shall continue to apply to the *site*.

4. The uses permitted on the *site* are:

(a) an *apartment building* and *accessory* uses within *Building A*;

(b) an *apartment building* and *accessory* uses within *Building B*;

(c) an *apartment building* or a *row house* and *accessory* uses within *Building C*;

(d) an underground *parking garage* as an *accessory* use to any of the uses permitted by subsections (a), (b) or (c) of this Section.

5. Notwithstanding Section 6(3) Part I 1 and 2 of By-law No. 438-86,

(a) the maximum combined *non-residential gross floor area* and *residential gross floor area* of all buildings or structures erected within the *site*, shall not exceed 29920 square metres, of which the maximum *residential gross floor area* shall not exceed 29920 square metres and the maximum *non-residential gross floor area* shall not exceed 0 square metres, and the maximum number of dwelling units shall be 397;

(b) the maximum combined *non-residential gross floor area* and *residential gross floor area* of all buildings or structures erected within the *Building A*, shall not exceed 13058 square metres, of which the maximum *residential gross floor area* shall not exceed 13058 square metres and the maximum *non-residential gross floor area* shall not exceed 0 square metres, and the maximum number of dwelling units shall be 185;

(c) the maximum combined *non-residential gross floor area* and *residential gross floor area* of all buildings or structures erected within the *Building B*, shall not exceed 15850 square metres, of which the maximum *residential gross floor area* shall not exceed 15850 square metres and the maximum *non-residential gross floor area* shall not exceed 0 square metres, and the maximum number of dwelling units shall be 207; and

(d) the maximum combined *non-residential gross floor area* and *residential gross floor area* of all buildings or structures erected within the *Building C*, shall not exceed 1005 square metres, of which the maximum *residential gross floor area* shall not exceed 1005 square metres and the maximum *non-residential gross floor area* shall not exceed 0 square metres, and the maximum number of dwelling units shall be 5.

6. Notwithstanding Sections 6(3) Part II 1, 2(ii), 4, 5(i), and 8K, of By-law No. 438-86, and Section 1(1) of By-law No. 22036, no part of any building or structure erected within the *site*, shall be located above finished ground level other than within a *building envelope*.

7. Section 6 hereof does not apply to the type of structure listed in the column entitled "STRUCTURE" in the following chart, provided that the restrictions set out opposite the structure in the columns entitled "MAXIMUM PERMITTED PROJECTION" are complied with:

STRUCTURE	MAXIMUM PERMITTED PROJECTION
Parapets	maximum 1.0 metre projection, provided the height of such "STRUCTURE" is not greater than 1.0 metres above the height limits established in this By-law
eaves, cornices, ornamental or architectural elements, balustrades, mullions, window sills, bay windows	maximum 1.0 metre projection, provided the height of the "STRUCTURE" is no higher than that portion of the building to which it is attached
fences, safety railings, guardrails and landscape features, including trellises	no restriction on the extent of the projection provided the height of such "STRUCTURE" does not exceed 4.0 metres
pool	no restriction, provided the height of such "STRUCTURE" does not exceed 1.2 metres above finished ground level

STRUCTURE	MAXIMUM PERMITTED PROJECTION
canopies	maximum 2.0 metre projection, provided the height of the canopy is no higher than that portion of the building to which it is attached
ramps, wheelchair ramps and/or stairs (and associated structures) servicing an underground *parking garage*	no restriction, provided the height of such "STRUCTURES" does not exceed 2.0 metres above finished ground level
balconies	maximum 1.6 metre projection for the penthouse level and a maximum 1.5 metre projection at all other levels, provided the balcony is no higher than that portion of the building to which it is attached
stairs, stair enclosures, landings and associated railings	no restriction, provided the height of such "STRUCTURE" does not exceed 3.0 metres
public art features	no restriction

8. Notwithstanding Section 4(2)(a) of By-law No. 438-86:

(a) a building or structure erected within the *site* may, in respect of the *building envelope*, have a maximum *height* in metres above *grade* as shown following the symbol "H" on Map 2; and

(b) no building or structure shall be erected above finished ground level within the *site* outside the *building envelope*, other than a structural projection permitted outside a *building envelope* by Section 7 hereof.

9. The preceding Section hereof does not apply to prevent the erection or use above the said maximum *height* limits of:

(a) the structural projections identified in Section 7 of this By-law, subject to the limitations contained therein;

(b) a structure on the roof of the building used for outside or open air recreation, safety or wind protection purposes may exceed the *height* limit on Map 2 by no more than 3.0 metres; and

(c) a stair tower, elevator shaft and associated equipment, chimney stack or other heating, cooling or ventilating equipment, window washing equipment, cornices, canopies, ornamental elements, parapets, railings, stairs, stair enclosures, and public art features may exceed the maximum *height* limits as shown on Map 2 by no more than 5.0 metres.

10. Notwithstanding Section 4(4)(b) of the By-law No. 438-86, *parking spaces* for residential uses within the *site* shall be provided and maintained for *Building A* in accordance with the following minimums:

(a) 0.6 *parking spaces* for each *dwelling unit* located in *Building A*; and

(b) 0.12 *parking spaces* for visitors for each dwelling unit located in *Building A*.

11. Notwithstanding Section 4(4)(b) of the By-law No. 438-86, *parking spaces* for residential uses within the *site* shall be provided and maintained for each of *Building B* and *Building C* in accordance with the following minimums:

(a) *parking spaces* for each bachelor *dwelling unit* located within either *Building B* or *Building C*;

(b) 0.7 *parking spaces* for each one bedroom *dwelling unit* located within either *Building B* or *Building C*;

(c) 1.0 p*arking spaces* for each two bedroom *dwelling unit* located within either *Building B* or *Building C*;

(d) 1.2 *parking spaces* for each three or more bedroom *dwelling unit* located within either *Building B* or *Building C*; and

(e) 0.12 *parking spaces* for visitors for each *dwelling unit* located within either *Building B* or *Building C.*

12. Notwithstanding Section 4(12) of By-law No. 438-86, no person shall erect or use a building, located within either *Building B* or *Building C* unless *residential amenity space* is provided and maintained in accordance with the following table:

Type of Residential Amenity Space Required		Amount of Residential Amenity Space Required
residential amenity space in a multi-purpose room(s), at least one of which contains a kitchen and a washroom:		2 square metres of *residential amenity space* for each *dwelling unit*
residential amenity space located outdoors:		2 square metres of *residential amenity space* for each *dwelling unit* of which at least 40 square metres is to be provided in a location adjoining or directly accessible from indoor *residential amenity space*.

13. Section 6(3) Part III (b) and 2 of Zoning By-law 438-86 and Section 1(2) of Zoning By-law No. 22036 shall not apply to the *site* but Section 6(3) Part III (a) shall continue to apply to the *site*.

14. Section 6(3) Part IX (b) of Zoning By-law No. 438-86 shall not apply to the *site* and for clarity the *site* shall be deemed to be a *lot* for the purposes of the *existing building* and the *proposed buildings*.

15. For clarity, Appendix 1 attached to this By-law is incorporated into this By-law and is deemed to be a part of this By-law.

16. For the purposes of the By-law, the following expressions shall have the following meaning:

(a) "*Building A*", "*Building B*" and "*Building C*" each mean respectively those *building envelopes* delineated and identified as "A", "B" and "C" on Map 2 attached hereto;

(b) "*building envelope*" means a building envelope as delineated by heavy lines on Map 2 attached hereto;

(c) "*Chief Planner*" means the City of Toronto Chief Planner and Executive Director;

(d) "*City*" means the City of Toronto;

(e) "*existing building*" means the building erected on the *site* after at the passage of this By-law, within *Building A*;

(f) "*grade*" shall mean an elevation of 163.40 metres above sea level based on Geodetic Survey of Canada 1929 mean sea level vertical datum (1978 Southern Ontario Adjustment);

(g) *"height*" shall mean the vertical distance between *grade* and the highest point of the roof;

(h) "*owner*" means the *owner* of the fee simple of the *site* or any part thereof;

(i) "*parking space*" means an unobstructed area at least 5.9 metres in length and at least 2.6 metres in width, save and except for 72 existing *parking spaces* at least 5.16 metres in length and at least 2.45 metres in width, all provided in an underground *parking garage* and provided that the minimum width of a driveway providing access to the *parking space* shall be not less than 5.5 metres;

(j) "*proposed building(s)*" means any building erected on the *site* after the passage of this By-law, within *Building B* or within *Building C*;

(k) "*site*" means those lands outlined by heavy lines on Map 1 attached hereto; and

(l) each other word or expression, which is italicized in this by-law, shall have the same meaning as each such word or expression as defined in the said By-law No. 438-86, as amended.

17. Despite any existing or future severance, partition, or division of the lot, the provisions of this By-law shall apply to the whole of the lot as if no severance, partition or division occurred.

APPENDIX 1

SECTION 37 PROVISIONS

The facilities, services and matters set out herein are the facilities, services and matters required to be provided by the *owner* of the *site* to the *City* in accordance with an agreement or agreements, pursuant to Section 37(1) of the *Planning Act*, in a form satisfactory to the *City* with conditions providing for indexed escalation of financial contributions as noted below, no credit for development charges, indemnity, insurance, GST, termination and unwinding, and registration and priority of agreement:

a. The *owner* shall acknowledge that pursuant to the proposed site plan the *owner* shall provide landscaped open space and recreation facilities on the *site*, including indoor and outdoor recreational facilities and amenity space, in conjunction with the development.

b. The *owner* shall pay to the City a neighbourhood park improvement payment (the "Neighbourhood Park Improvement Payment") in the amount of $276,599.00 [together with any increase to reflect any increases in the Construction Price Index between October 1, 2002 and the date of such payment] prior to or, at the latest, concurrent with the issuance of the first above-grade Building Permit for the *proposed building(s)*, which obligation of the *owner* to pay the Neighbourhood Park Improvement Payment shall be secured as a charge against the *site*.

c. The payment of the Neighbourhood Park Improvement Payment shall be in addition to the obligation of the *owner* to pay monies in lieu of a transfer of land for park purposes in accordance with the City's Municipal Code provisions (or its successor provisions in the *City of Toronto Act*) enacted pursuant to Section 42 of the *Planning Act*.

d. The *owner* shall agree and acknowledge that the City will have the discretion to apply the Neighbourhood Park Improvement Payment to such improvements to parks and/or other community facilities as it deems appropriate including: a local indoor swimming pool development or re-development project in the Yonge/Eglinton area; improvements to the park to be constructed at 45 Dunfield; tree planting to supplement the tree planting program in the local area, and/or on-board traffic signal switching equipment for T.T.C. buses on Eglinton Avenue.

e. The *owner* shall acknowledge that all of the Existing Rental Units are intended to remain for the purpose for which they were constructed, within a rental apartment building, and to that end the *owner* shall covenant and agree that the *owner* shall not: apply for condominium conversion pursuant to the *Condominium Act* in relation to any of the Existing Rental Units for a period of twenty (20) years; and, demolish the Existing Building or any portion thereof, nor apply for a Demolition Permit in respect thereof, for a period of twenty (20) years.

f. The *owner* shall provide an abatement of rent (the "Rent Abatement") in the total amount of Twenty Nine Thousand Two Hundred Dollars ($29,200.00) to the tenants of the Rent Abatement Units as follows:

(a) the *owner* shall abate the rent otherwise payable for each of the 73 Rental Abatement Units by Forty Dollar ($40.00) per month; and

(b) the said $40.00 per unit monthly rental abatement shall commence upon the construction of the *proposed building(s)* and shall continue without interruption for a period of 10 months.

g. At the expiry of ten (10) months after the commencement of the rent abatement period, the rent for each of the Rent Abatement Units shall return to its previous level as if such abatement had not occurred and the said reinstatement of the pre-existing rental rate shall not be construed to be a rent increase.

h. Where a Rent Abatement Unit is vacated before the end of the ten (10) month period, the remaining portion of the Rent Abatement for that dwelling unit shall continue to be provided to the new tenant(s) thereof until the end of a complete (10) month period in respect of that dwelling unit.

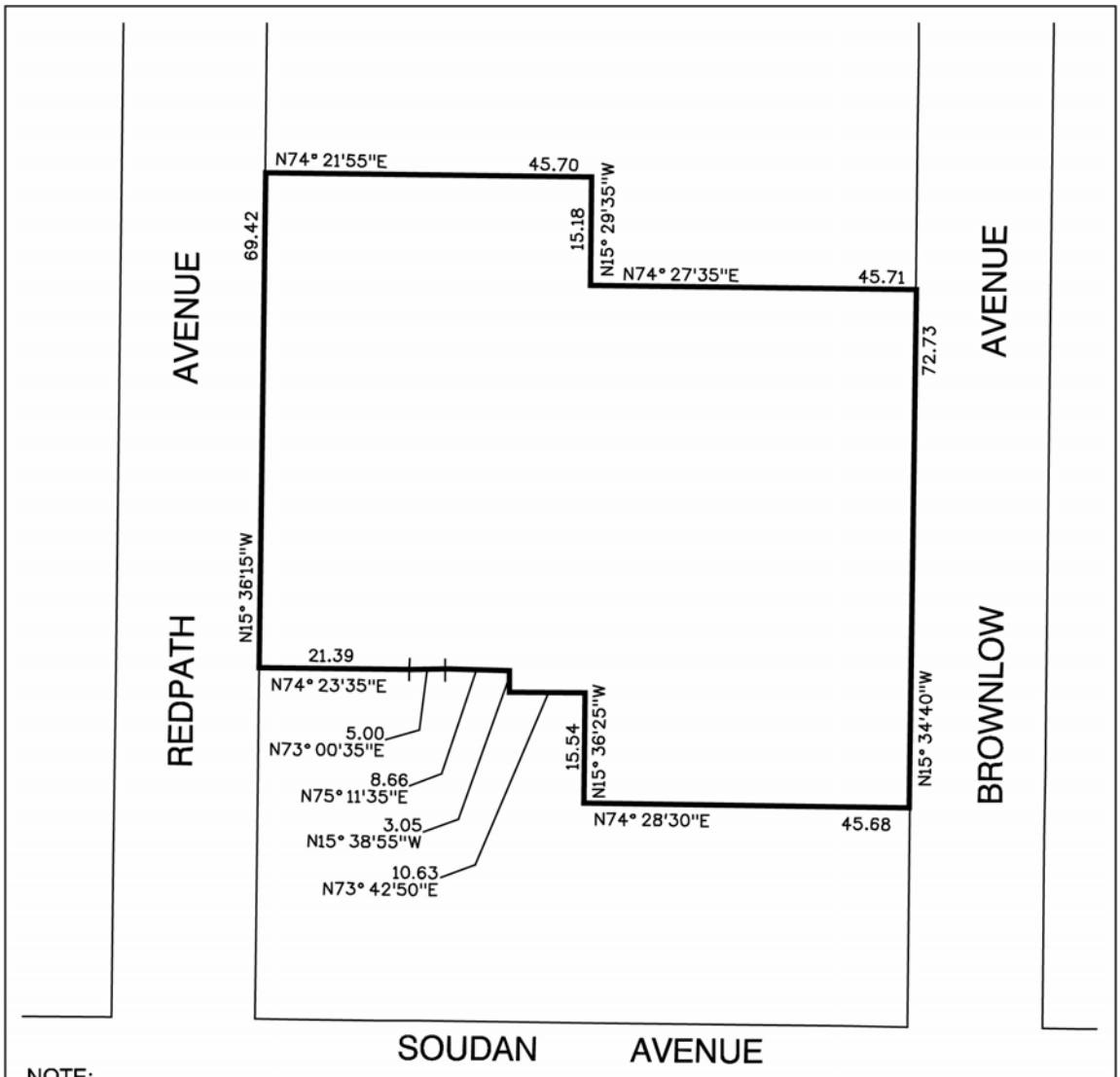
i. The *owner* agrees to provide security (the "Rent Abatement Security") for the Rent Abatement by delivering to the City's Deputy City Manager & Chief Financial Officer, prior to the issuance of the first above-grade Building Permit for the *proposed building(s)*, the sum of Twenty Nine Thousand Two Hundred Dollars ($29,200.00) which shall remain in effect until the *owner* has fulfilled its obligation to grant the Rent Abatement to the tenants of each of the Rent Abatement Units.

j. The *owner* shall not apply to the Ontario Rental Housing Tribunal, or to any successor tribunal or court with jurisdiction to hear applications made under the *Residential Tenancies Act, 2006* or such successor legislation, for an increase in rent, in relation to the Existing Rental Units, above the Guidelines established under the *Residential Tenancies Act, 2006* or such successor legislation arising from the construction of the Development or associated improvements to the *site*, including improvements to the Existing Building.

k. The *owner* shall, at its expense, implement improvements to the Existing Building and to the *site*, (including replacement of the existing pool), for exclusive use of the tenants of the Existing Building, with additional amenities which do not currently exist, including a BBQ, patio table, lounge chairs/umbrellas on the pool deck and landscaping improvements.

l. The *owner* shall, at its expense, develop and implement an appropriate Construction Mitigation Plan and Tenant Communications Strategy, satisfactory to the Chief Planner, acting reasonably, for the tenants of Existing Building.

PURSUANT TO ORDER/DECISION NOS. 0427 AND 2721 OF THE ONTARIO MUNICIPAL BOARD ISSUED ON FEBRUARY 20, 2007 AND OCTOBER 16, 2007 IN BOARD CASE NO. PL060299.



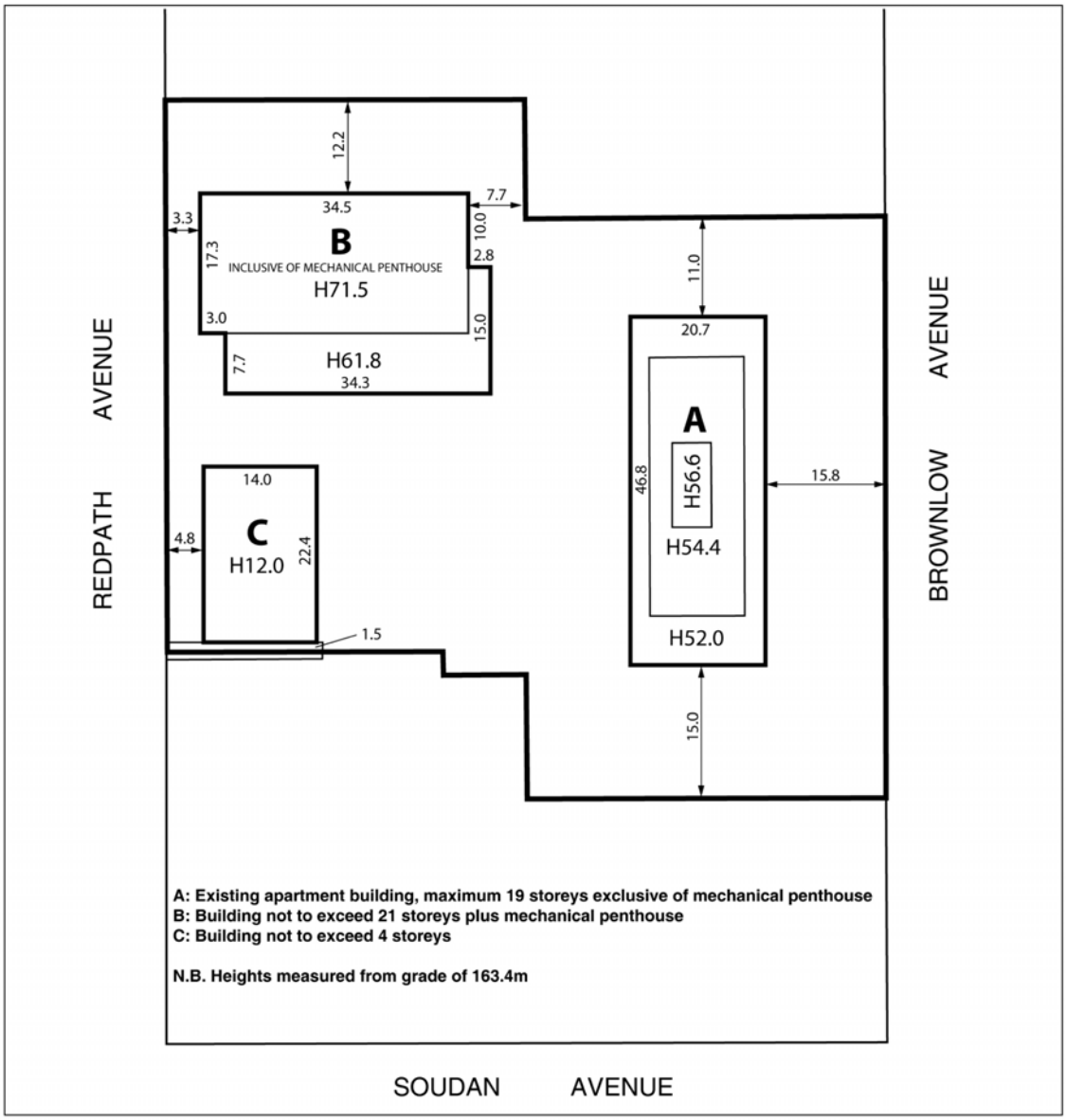
NOTE:
Bearings and Dimensions taken from a Topographical Survey
(Project No. 21750-0 Drawing No.2175-0T.DWG) Submitted by R.AVIS SURVEYING INC. O.L.S
(All Dimensions are in Metres)

TORONTO City Planning
Map 1

18 Brownlow Avenue
File # 05_177537

0 10 20 30 40 50

Zoning By-law 438-86 as amended
04/12/07 - DR



TORONTO City Planning

Map 2

18 Brownlow Avenue

File # 05_177537

Not to Scale
04/13/07