

THE HEMISPHERES II

STATUS CERTIFICATES

M.T.C.C. #584
131 Torresdale Avenue
North York ON M2R 3T1

DECLARATIONMADE PURSUANT TO THE CONDOMINIUM ACT

THIS DECLARATION (hereinafter called the Declaration") is made and executed pursuant to the provision of The Condominium Act, 1980, and the regulations made thereunder (all of which are hereinafter referred to as the "Act"), BY:

TUSSEL CORPORATION LIMITED

(hereinafter called the "Declarant")

WHEREAS the Declarant is the owner in fee simple of lands and premises situate in the City of North York, in the Municipality of Metropolitan Toronto, and being more particularly described in Schedule "A", and in the description submitted herewith by the Declarant for registration in accordance with the Act;

AND WHEREAS the Declarant has constructed a building upon the said lands containing one hundred and seventy-two-----
----- (172) dwelling units and thirty-four-----
(34) parking units;

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

NOW THEREFORE THE DECLARANT DECLARES AS FOLLOWS:

ARTICLE I

INTRODUCTORY

(1) Definitions - All words used herein which are defined in the Act shall have ascribed to them the meanings set out in the Act, as amended from time to time.

(2) Statement of Intention - The Declarant intends that the lands and premises described in Schedule "A" be governed by the Act, and any amendments thereto.

(3) Consent of Encumbrancers - The consent of every person having a registered mortgage against the land or interest appurtenant to the land described in Schedule "A" is contained in Schedule "B" attached hereto.

(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.

(5) Common Interest and Common Expenses - Each owner shall have an undivided interest in the common elements as a tenant in common with all other owners and shall contribute to the common expenses in the proportions set forth opposite each unit number in Schedule "D" attached hereto. The total of the proportions of the common interests shall be one hundred per cent (100%).

(6) Address for Service and Mailing Address of the Corporation - The Corporation's address for service shall be 2175 Sheppard Avenue East, Suite 302, Willowdale, Ontario M2J 1W8 ----- or such other address as the Corporation may by resolution of the board determine, and the mailing address of the Corporation shall be

ARTICLE II

COMMON EXPENSES

(1) Specification of Common Expenses - Common expenses means the expenses of/the performance of the objects and duties of the Corporation and, without limiting the generality of the foregoing, shall include those expenses set out in Schedule "E" attached hereto.

ARTICLE III

UNITS

(1) Occupation and Use - The occupation and use of the units shall be in accordance with the following restrictions and stipulations:

- (a) Each dwelling unit being Units 1 to 4 inclusive, Level 1 and Units 1 to 8 inclusive, Level 2 to 22 inclusive, shall be occupied and used only as a private single family residence and for no other purpose.

2

(b) No unit shall be occupied or used by anyone in such a manner as to result in the cancellation or threat of cancellation of any policy of insurance placed by or on behalf of the Corporation. If a unit is occupied or used by anyone in such a manner as to result in an increase in premium cost of any policy of insurance placed by or on behalf of the Corporation, the owner of such unit shall reimburse the Corporation for such increase, and such increase in premium cost shall be added to the owner's contribution towards the common expenses.

(c) The owner of each unit shall require all residents and visitors in his unit to comply with the Act, the declaration, the by-laws and the rules.

(d) No boundary wall, load-bearing partition wall, floor, door or window, toilet, bath tub, wash basin, sink, heating, air-conditioning, plumbing or electrical installation contained in or forming part of a unit shall be installed, removed, extended or otherwise altered without the prior written consent of the Corporation; provided, however, that the provisions of this subparagraph shall not require any owner to obtain the consent of the Corporation for the purpose of painting or decorating, including the alteration of the surface on any wall, floor or ceiling which is within any unit.

(e) No animal, livestock, fowl or any pet shall be kept or allowed in any unit,

(f) Each of the parking units being Units 1 to 17 inclusive, Level A and Units 1 to 17 inclusive, Level B shall be used only for parking of private motor vehicles in accordance with the terms of the Declaration and By-Laws of the Condominium Corporation.

(g) The aforesaid parking units shall only be conveyed to the registered owners of the aforesaid dwelling units.

(h) Notwithstanding subparagraph (a) any one, while owning and seeking to sell 5% or more of the units and actively taking all reasonable steps to sell those units, may maintain a sales office, advertising signs and suites as models for display, but not so as to interfere with the reasonable use and enjoyment of the common elements for other units.

3

(2)

Rights of Entry to the Unit

(a) The Corporation or any insurer of the property or any part thereof, their respective agents, or any other person authorized by the board, shall be entitled to enter any unit or any part of the common elements over which any owner has the exclusive use, at all reasonable times and upon giving reasonable notice, to perform the objects and duties of the Corporation, and, without limiting the generality of the foregoing, for the purpose of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy and remedying any condition which might result in damage to the property.

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

(c) If an owner shall not be personally present to grant entry to his unit, the Corporation or its agents may enter upon such unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof provided that they exercise reasonable care.

(d) The Corporation shall retain a key to all locks to each unit. No owner shall change any lock or place any additional locks on the doors to any unit or in the unit or to the garage or to any part of the common elements of which such owner has the exclusive use without immediately providing to the Corporation a key for each new or changed lock.

4

(e) The rights and authority hereby reserved to the Corporation, its agents, or any insurer or its agents, do not impose any responsibility or liability whatever for the care or supervision of any unit except as specifically provided in this declaration or the by-laws.

ARTICLE IV

COMMON ELEMENTS

(1) Use of Common Elements - Subject to the provisions of the Act, the declaration, the by-laws and the rules, each owner has the full use, occupancy and enjoyment of the whole or any part of the common elements, except as herein otherwise provided.

(2) Exclusive Use of Parts of Common Elements - Subject to compliance with the Act, the declaration, by-laws and the rules passed pursuant to the Act, the owner of each unit shall have the exclusive use of those parts of the common elements as set out in Schedule "F" attached hereto.

The foregoing shall not prevent the Declarant from completing the buildings and all improvements to the property.

(3) Restrictive Access - Without the consent in writing of the board, no owner shall have any right of access to those parts of the common elements used from time to time as utilities areas, building maintenance storage areas, manager's offices, operating machinery, or any other parts of the common elements used for the care, maintenance, or operation of the property, and, without the consent in writing of the board, no owner shall have the right of access to the residence and parking space used from time to time for any building superintendent. Provided, however, that this paragraph shall not apply to any first mortgagee holding mortgages on at least ten per cent (10%) of the units, who shall have a right of access for inspection upon 48 hours' notice to the building manager.

(4) Additions, Alterations and Improvements

(a) For the purposes of subsection 1 of Section 38 of the Act, the board shall decide whether any addition, alteration or improvement to, or renovation of, the common elements, or any change in the assets of the Corporation is substantial.

(b) No alteration, work, repairs, decoration, painting, maintenance, structure, fence, screen,

5

hedge or erection of any kind whatsoever (the work) shall be performed, done, erected or planted within or in relation to the common elements (including any part thereof over which any owner has the exclusive use) except by the Corporation or with its prior written consent or as permitted by the by-laws or rules.

(c) The Corporation shall have access at all reasonable times to any part of the common elements over which any owner has the exclusive use in order to do the work.

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

ARTICLE V

MAINTENANCE AND REPAIRS

(1) Each owner shall maintain his unit and, subject to the provisions of the declaration and Section 42 of the Act, each owner shall repair his unit after damage, all at his own expense. Each owner shall be responsible for damage to any other unit or to the common elements which is caused by the failure of the owner to so maintain and repair his unit.

(2) The Corporation shall repair and maintain the common elements and shall repair and maintain all doors which provide the means of ingress to and egress from a unit, and to all windows, save and except for maintenance of interior surfaces of windows and doors providing ingress to and egress from a unit, all at its own expense, whether such doors and windows are part of a unit or are part of the common elements.

ARTICLE VI

FIRST MEETING

As soon as practicable after the registration of this declaration, the owners may, without notice hold their first meeting for the purposes of electing directors. The board so elected may,

6

without notice, hold its first meeting provided a quorum of directors is present. Any special by-law and any by-law passed by the board, from time to time, may be confirmed by the owners without a meeting provided the consent to and confirmation of the special by-law or by-law by owners who own 100% of the units is endorsed thereon.

ARTICLE VII

INSURANCE TRUSTEE AND PROCEEDS OF INSURANCE


(1) The corporation shall enter into an agreement with an Insurance Trustee which shall be a Trust Company registered under The Loan and Trust Corporations Act, or shall be a Chartered Bank, which agreement shall, without limiting its generality, provide the following:

- (a) the receipt by the Insurance Trustee of any proceeds of insurance payable by the corporation;
- (b) the holding of such proceeds in trust for those entitled thereto pursuant to the provisions of the declaration;
- (c) the disbursement of such proceeds in accordance with the provisions of the Insurance Trust Agreement; and
- (d) the notification by the Insurance Trustee to the mortgagees of any insurance moneys received by it.

In the event that the corporation is unable to enter into such agreement with such Trust Company or such Chartered Bank, by reason of its refusal to act, the corporation may enter into such agreement with such other corporation authorized to act as

a Trustee, as the owners may approve by by-law at a meeting called for that purpose. The corporation shall pay the fees and disbursements of any Insurance Trustee and any fees and disbursements shall constitute a common expense.

(2) In the event that:

- (a) The corporation is obligated to repair any unit insured in accordance with the provisions of the Act, the Insurance Trustee shall hold all proceeds for the corporation and shall disburse same in accordance with the provisions of the Insurance Trust Agreement in order to satisfy the obligation of the Corporation to make such repairs.
 - (b) There is no obligation by the corporation to repair any unit in accordance with the provisions of the Act, and there is termination in accordance with the provisions of the Act, or otherwise, the Insurance Trustee shall hold all proceeds for the owners in the proportion of their respective interests in the common elements and shall pay such proceeds to the owners in such proportions upon registration of a notice of termination by the corporation. Notwithstanding the foregoing, any proceeds payable as aforesaid shall be subject to payment in favour of any mortgagee or mortgagees to whom such loss is payable in any policy of insurance and in satisfaction of the amount due under a Notice of Lien registered by the corporation against such unit, in accordance with the priorities thereof.
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- (c) The board, in accordance with the provisions of the Act, determines that
- (i) there has not been substantial damage to 25% of the building, or
 - (ii) determines that there has been substantial damage to 25% of the building and within sixty (60) days thereafter the owners who own 80% of the units do not vote for termination, the Insurance Trustee shall hold all proceeds for the corporation and owners whose units have been damaged and shall disburse such proceeds for the benefit of the Corporation, and the owners whose units have been damaged, as their respective interests may appear, in accordance with the provisions of the Insurance Trust Agreement in order to satisfy their respective obligations to make repairs pursuant to the provisions of the Act.

Notwithstanding anything to the contrary herein contained, any proceeds payable by the Insurance Trustee to an owner, in accordance with the provisions of paragraph (b) of this subclause 2 of Article VII hereof, shall be subject to payment in favour of any mortgagees or mortgagees to whom such loss be payable in such policy or policies of insurance and in satisfaction of the amount due under any liens registered by the Corporation against such unit.

ARTICLE VIII

INSURANCE

- (1) By The Corporation
- (a) The Corporation shall obtain and maintain insurance against damage by fire with extended coverage and such other perils as the Board may from time to time deem advisable, insuring:
- (i) the property but excluding improvements and betterments made by or acquired by an owner;
 - (ii) personal property owned by the corporation but not including furnishings, furniture, or other personal property supplied or installed by the owners.
- 9

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

(b) Every policy of insurance shall insure the interests of the corporation and the owners from time to time, as their respective interests may appear, with mortgagee endorsements, which shall be subject to the provisions of the declaration and the Insurance Trust Agreement, and shall contain the following provisions:

- (i) waivers of subrogation against the corporation, its manager, agents, employees and servants and as against the owners, and any member of the household or guests of any owner or occupant of a unit, except for arson, fraud, vehicle impact, vandalism, or malicious mischief;
- (ii) that such policy or policies of insurance shall not be terminated or substantially modified without at least sixty (60) days' prior written notice to the corporation and to the Insurance Trustee, and any mortgagees noted in the records of owners and mortgagees maintained by the Corporation.
- (iii) a waiver of the insurer's option to repair, rebuild or replace in the event that after damage the government of the property by the Act is terminated.
- (c) Public liability and property damage insurance, and insurance against the corporation's liability resulting from breach of duty as occupier of the common elements insuring the liability of the corporation and the owners from time to time, with limits to be determined by the board, but not less than ONE MILLION DOLLARS (\$1,000,000.00), and without right of subrogation as against the corporation, its manager, agents, employees and servants, and as against the owners and any member of the household or guests of any owner or occupant of a unit per occurrence.
- (d) Insurance against the corporation's liability arising from the ownership, use of occupation,

10

by or on its behalf, of boilers, machinery, pressure vessels, and motor vehicles to the extent required as the board may from time to time deem advisable.

- (e) Every mortgagee shall be deemed to have agreed to waive any right to have the proceeds of any insurance applied on account of the mortgage where such application would prevent application of the insurance proceeds in satisfaction of an obligation to repair.

(2)

General Provisions -

- (a) Prior to obtaining any policy of insurance under paragraph (1) (a) and (b) of this Article, or any renewal or renewals thereof, or at such other time as the board may deem advisable, the board shall obtain an appraisal from an independent qualified appraiser of the full replacement cost of the property for the purpose of determining the amount of insurance to be effected and the cost of such appraisal shall be a common expense.
- (b) The board 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. The board may, however, authorize an owner in writing to adjust any loss to his unit.
- (c) A certificate or memorandum of all insurance policies and endorsements thereto shall be issued as soon as possible to each owner, and a duplicate original or certified copy of the policy to each mortgagee; renewal certificates or certificates of new insurance policies shall be furnished to each owner and renewal
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certificates or certified copies of new insurance policies to each mortgagee not later than ten (10) days before the expiry of any current insurance policy. The policy for any insurance coverage shall be kept by the corporation in its offices, available for inspection by an owner or mortgagee on reasonable notice to the corporation. A certificate or memorandum of all insurance policies and endorsements thereto and renewal certificates thereof shall be furnished only to each owner and mortgagee who has notified the corporation that he has become an owner or mortgagee.

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

(3) By the Owner - It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the corporation and that the following insurance, or any other insurance, if deemed necessary or desirable by any owner, may be obtained and maintained by such owner:

- (a) Insurance on any additions, improvements or betterments made by the owner to his unit and for furnishings, fixtures, equipment, decorating and personal property and chattels of the owner contained within his unit, and his personal property and chattels stored elsewhere on the property, including his automobile or automobiles, and for loss of use and occupancy of his unit in the event of damage. Every such policy of insurance shall contain waiver of subrogation against the corporation, its manager, agents, employees and servants, and against the

12

other owners and any members of their household, or guests, except for arson, fraud, vehicle impact, vandalism or malicious mischief.

- (b) Public liability insurance covering any liability of any owner to the extent not covered by any public liability and property damage insurance obtained and maintained by the corporation.

MISCELLANEOUS

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

(2) Waiver - The failure to take action to enforce any provision contained in the Act, this declaration, the by-laws, or any 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 be deemed to abrogate or waive any such provision.

(3) Construction of declaration - This declaration shall be read with all changes of number and gender required by the context.

(4) Headings - The headings in the body of this declaration form no part of the declaration but shall be deemed to be inserted for convenience of reference only.

DATED at the City of North York, in the Municipality of Metropolitan Toronto, this 29th day of July, 1982. 13

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

TUSSEL CORPORATION LIMITED

Per A.L.M. (Vice-President & Authorized Signing Officer) Secretary

Ala M-k

A F F I D A V I T

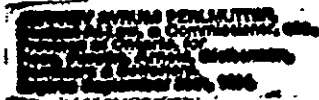
I, BERNARD J. PERSIKO, make oath and say as follows:

1. I am the Solicitor for Tussel Corporation Limited and as such have knowledge of the facts herein set forth.
2. Marvin Uchida is Vice-President of Finance of Tussel Corporation Limited and hence was duly authorized to execute as an authorized signing officer of Tussel Corporation Limited, the Condominium Plans with respect to the proposed Condominium on Part of Block L, Plan M-1338, City of North York (P.O. 2559).
3. Alan Menkes is a Vice-President and Secretary of Tussel Corporation Limited and is duly authorized to execute the Declaration as an authorized signing officer of the Corporation.

SWORN before me at the)
City of Toronto, in the)
Municipality of Metropolitan)
Toronto, this 29th day of)
July, 1982.)

Jeffrey A. Pichette
A Commissioner, etc.

Bernard J. Persiko
BERNARD J. PERSIKO



14

SCHEDULE "A"

ALL AND SINGULAR that certain parcel or tract of lands and premises, situate lying and being in the City of North York, in the Municipality of Metropolitan Toronto, and being composed of Part of Block L according to a Plan registered in the Land Registry Office for the Land Titles Division of Metropolitan Toronto (No. 66) as Plan M-1338, the said Part of Block L is designated as Parts 2, 3 and 4 on a Plan of Survey deposited in the said Land Registry Office as Plan 66R-12125;

SUBJECT to an Easement in favour of the City of North York over said Part 3 of Plan 66R-12125 (Formerly Part 1 on Plan R-4097) for the purpose of constructing, operating and maintaining storm and/or sanitary sewers and water services, as set out in B-251480.

15

SCHEDULE "B" (1)

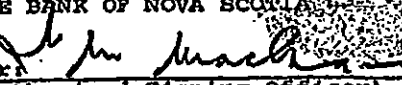
THE CONDOMINIUM ACT, 1980

CONSENT UNDER CLAUSE B OF SUBSECTION 1 OF
SECTION 3 OF THE ACT

The Bank of Nova Scotia having a registered mortgage within the meaning of clause b of subsection 1 of section 3 of The Condominium Act, 1980 registered as Number A872217 in the Land Registry Office for the Land Titles Division of Metropolitan Toronto (No. 66) hereby consents to the registration of this declaration pursuant to The Condominium Act, 1980 against the land or interests appurtenant to the land described in the description.

DATED at Toronto this 23rd day of
1982.

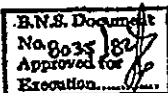
THE BANK OF NOVA SCOTIA

per: 
(Authorized Signing Officer)

GENERAL MANAGER

per: 
(Authorized Signing Officer)

SECRETARY



16 ✓

SCHEDULE "B" (111)

THE CONDOMINIUM ACT, 1980

CONSENT UNDER CLAUSE B OF SUBSECTION 1 OF
SECTION 3 OF THE ACT

CANADA PERMANENT TRUST COMPANY having a registered mortgage within the meaning of clause b of subsection 1 of section 3 of The Condominium Act, 1980 registered as Number A989293 in the Land Registry Office for the Land Titles Division of Metropolitan Toronto (No. 66) hereby consents to the registration of this declaration pursuant to The Condominium Act, 1980 against the land or interests appurtenant to the land described in the description.

DATED at Toronto this 27 day of July
1982.

CANADA PERMANENT TRUST COMPANY

per: [Signature]
(Authorized Signatory Officer)

per: [Signature]
(Authorized Signatory Officer)

SCHEDULE "C"
BOUNDARY OF UNITS

Each unit shall comprise the area within the heavy lines shown on the description filed concurrently herewith, with respect to the unit number indicated thereon. The monuments controlling the extent and location of the units are the physical surfaces mentioned in the unit boundaries below.

Without limiting the generality of the foregoing, the unit boundaries are:

LEVEL 1 TO 22 (RESIDENTIAL UNITS)

VERTICAL BOUNDARIES

- (1) The backside surface of the drywall on exterior walls or walls separating one unit from another unit and/or corridors, staircases and elevators; and the backside surface of the drywall surrounding any pipe spaces, heating and air conditioning equipment;
- (2) The unfinished interior surface of window frames and the exterior surface of all glass panels therein;
- (3) The unfinished interior surface of exterior doors and door frames.

HORIZONTAL BOUNDARIES

- (1) The upper surface of the concrete floor slab of the unit;
- (2) The lower surface of the concrete ceiling slab of the unit, except as set out in (4) herein;
- (3) The unfinished upper surface of window sill;
- (4) The upper surface of drywall or plaster of the suspended ceilings of the units on levels 1 and 22.

LEVEL "A" AND "B" (PARKING UNITS)

VERTICAL BOUNDARIES

- (1) The interior or unit side face of poured concrete or concrete block walls and concrete columns;
- (2) The vertical planes between the horizontal boundaries as set out below:
 - (a) The vertical planes created by the line and face of the aforementioned walls and columns and the production thereof;
 - (b) The vertical planes created by joining the centre-lines of said columns and the productions thereof;
 - (c) The vertical planes established and determined by measurements from the above mentioned monuments (i.e., concrete walls and columns), all as illustrated on Part 1, Sheets 3 and 4 of the description.

HORIZONTAL BOUNDARIES

- (1) The upper surface of the concrete floor slab;
- (2) The horizontal plane 2.00 meters above the upper face of the concrete floor slab and measured perpendicularly therefrom.

....18

18

HORIZONTAL BOUNDARIES (Con't.)

Notwithstanding with the foregoing, the unit shall not include:

- (a) Any loadbearing columns or structural members of any loadbearing partitions contained within the unit;
- (b) Such pipes, wires, cables, conduits, ducts, flues, shafts, public utility lines and other horizontal or vertical service facilities which are within the boundaries of the unit and provide services or utilities to more than one unit.

The use for parking for Units 15,16 and 17 on Level A and Unit 17 on Level B may be interrupted by the Corporation from time to time for maintenance purposes.

March 24, 1981

H.J. Reinthaler

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H.J. Reinthaler, O.L.S.

SCHEDULE "D"

Proportion of interest in common elements and proportion of common expenses expressed in percentages.

<u>Unit No.</u>	<u>Level No.</u>	<u>Percentage</u>
1	A	.000001
2	A	.000001
3	A	.000001
4	A	.000001
5	A	.000001
6	A	.000001
7	A	.000001
8	A	.000001
9	A	.000001
10	A	.000001
11	A	.000001
12	A	.000001
13	A	.000001
14	A	.000001
15	A	.000001
16	A	.000001
17	A	.000001
1	B	.000001
2	B	.000001
3	B	.000001
4	B	.000001
5	B	.000001
6	B	.000001
7	B	.000001
8	B	.000001
9	B	.000001
10	B	.000001
11	B	.000001
12	B	.000001
13	B	.000001
14	B	.000001
15	B	.000001
16	B	.000001
17	B	.000001

20

SCHEDULE "D" -- Page 2

Proportion of interest in common elements and proportion of common expenses expressed in percentages.

<u>Unit No.</u>	<u>Level No.</u>	<u>Percentage</u>
1	1	.489349
2	1	.633276
3	1	.633276
4	1	.316647
1	2	.489349
2	2	.633276
3	2	.633276
4	2	.489349
5	2	.575704
6	2	.633276
7	2	.633276
8	2	.575704
1	3	.489349
2	3	.633276
3	3	.633276
4	3	.489349
5	3	.575704
6	3	.633276
7	3	.633276
8	3	.575704
1	4	.489349
2	4	.633276
3	4	.633276
4	4	.489349
5	4	.575704
6	4	.633276
7	4	.633276
8	4	.575704

SCHEDULE "D" - Page 3

Proportion of interest in common elements and proportion of common expenses expressed in percentages.

<u>Unit No.</u>	<u>Level No.</u>	<u>Percentage</u>
1	5	.489349
2	5	.633276
3	5	.633276
4	5	.489349
5	5	.575704
6	5	.633276
7	5	.633276
8	5	.575704
1	6	.489349
2	6	.633276
3	6	.633276
4	6	.489349
5	6	.575704
6	6	.633276
7	6	.633276
8	6	.575704
1	7	.489349
2	7	.633276
3	7	.633276
4	7	.489349
5	7	.575704
6	7	.633276
7	7	.633276
8	7	.575704
1	8	.489349
2	8	.633276
3	8	.633276
4	8	.489349
5	8	.575704
6	8	.633276
7	8	.633276
8	8	.575704

22

SCHEDULE "D" - Page 4

Proportion of interest in common elements and proportion of common expenses expressed in percentages.

<u>Unit No.</u>	<u>Level No.</u>	<u>Percentage</u>
1	9	.489349
2	9	.633276
3	9	.633276
4	9	.489349
5	9	.575704
6	9	.633276
7	9	.633276
8	9	.575704
1	10	.489349
2	10	.633276
3	10	.633276
4	10	.489349
5	10	.575704
6	10	.633276
7	10	.633276
8	10	.575704
1	11	.489349
2	11	.633276
3	11	.633276
4	11	.489349
5	11	.575704
6	11	.633276
7	11	.633276
8	11	.575704
1	12	.489349
2	12	.633276
3	12	.633276
4	12	.489349
5	12	.575704
6	12	.633276
7	12	.633276
8	12	.575704

23

SCHEDULE "D" - Page 5

Proportion of interest in common elements and proportion of common expenses expressed in percentages.

<u>Unit No.</u>	<u>Level No.</u>	<u>Percentage</u>
1	13	.489349
2	13	.633276
3	13	.633276
4	13	.489349
5	13	.575704
6	13	.633276
7	13	.633276
8	13	.575704
1	14	.489349
2	14	.633276
3	14	.633276
4	14	.489349
5	14	.575704
6	14	.633276
7	14	.633276
8	14	.575704
1	15	.489349
2	15	.633276
3	15	.633276
4	15	.489349
5	15	.575704
6	15	.633276
7	15	.633276
8	15	.575704
1	16	.489349
2	16	.633276
3	16	.633276
4	16	.489349
5	16	.575704
6	16	.633276
7	16	.633276
8	16	.575704

24

SCHEDULE "D" - Page 6

Proportion of interest in common elements and proportion of common expenses expressed in percentages.

<u>Unit No.</u>	<u>Level No.</u>	<u>Percentage</u>
1	17	.489349
2	17	.633276
3	17	.633276
4	17	.489349
5	17	.575704
6	17	.633276
7	17	.633276
8	17	.575704
1	18	.489349
2	18	.633276
3	18	.633276
4	18	.489349
5	18	.575704
6	18	.633276
7	18	.633276
8	18	.575704
1	19	.489349
2	19	.633276
3	19	.633276
4	19	.489349
5	19	.575705
6	19	.633276
7	19	.633276
8	19	.575705
1	20	.489349
2	20	.633276
3	20	.633276
4	20	.489349
5	20	.575705
6	20	.633276
7	20	.633276
8	20	.575705

25

SCHEDULE "D" - Page 7

Proportion of interest in common elements and proportion of common expenses expressed in percentages.

<u>Unit No.</u>	<u>Level No.</u>	<u>Percentage</u>
1	21	.489349
2	21	.633276
3	21	.633276
4	21	.489349
5	21	.575705
6	21	.633276
7	21	.633276
8	21	.575705
1	22	.489349
2	22	.633276
3	22	.633276
4	22	.489349
5	22	.575705
6	22	.633276
7	22	.633276
8	22	.575705
		<hr/> 1000 <hr/>

B. J. Persiko

B. J. PERSIKO
c/o ROSE, PERSIKO, ARNOLD,
GLEIBERMAN

SCHEDULE "E"

COMMON EXPENSES

Common Expenses shall include the following:

- (a) All expenses of the corporation incurred by it or the board in the performance of the objects and duties of the corporation whether such objects or duties are imposed under the provisions of the Act or of this declaration or performed pursuant to any by-law of the Corporation;
- (b) All sums of money levied or charged to the corporation on account of any and all public and private suppliers of insurance coverage, taxes, utilities and services including, without limiting the generality of the foregoing, levies or charges for:
 - garbage collection
 - insurance premiums
 - water and sewage, unless separately metered for each unit
 - electricity, unless separately metered for each unit
 - waste disposal
 - fuel, including gas, oil, electricity and coal, unless separately metered for each unit
 - maintenance materials, tools and supplies
 - snow removal and landscaping
 - realty taxes (including local improvement charges) levied against the entire property until such time as taxes are levied against each unit
- (c) Remuneration payable by the corporation to any employees deemed necessary for the proper operation and maintenance of the property;
- (d) The cost of maintaining fidelity bonds as provided in the by-laws;
- (e) All sums of money paid or payable by the corporation to or for the benefit of any and all persons, firms or corporations engaged or retained by the Corporation, the board, its duly authorized agents, servants and employees for the purpose of performing any or all of the duties of the corporation, including without

SCHEDULE "E" - 2

limitation legal, engineering, accounting, expert appraisal, advisory, maintenance, managerial and secretarial services;

- (f) The cost of furnishings and equipment for use in and about the common elements including the repair, maintenance, operation, or replacement thereof;
- (g) All sums of money paid or payable by the Corporation pursuant to the provisions of Subsections (4) and (5) of Section 38 of the Act, as amended;
- (h) The cost of borrowing money for the purpose of carrying out the objects and duties of the corporation;
- (i) The cost of insurance appraisals;
- (j) The fees of the Insurance Trustees.

SCHEDULE "F"

EXCLUSIVE USE PORTIONS OF THE COMMON ELEMENTS

1. The owners of the dwelling units shall have the exclusive use subject to the provisions of this Declaration, the By-Laws of the Corporation and the Rules and Regulations passed pursuant thereto of the parking spaces as set forth in Schedule "F(1)" and illustrated on PART 2, Sheets 1 and 2 of the Description.

1.

SCHEDULE "F(1)"

<u>Unit No.</u>	<u>Level No.</u>	<u>Parking Space Level</u>	<u>Parking Space No.</u>
1	1	B	P-1
2	1	A	P-2
3	1	A	P-3
4	1	B	P-2
1	2	B	P-3
2	2	A	P-4
3	2	A	P-5
4	2	B	P-89
5	2	B	P-4
6	2	A	P-6
7	2	A	P-7
8	2	B	P-5
1	3	B	P-6
2	3	A	P-8
3	3	A	P-15
4	3	B	P-7
5	3	B	P-8
6	3	A	P-19
7	3	A	P-26
8	3	B	P-9
1	4	B	P-10
2	4	A	P-31
3	4	A	P-32
4	4	B	P-11
5	4	B	P-12
6	4	A	P-33
7	4	A	P-36
8	4	B	P-13

31

SCHEDULE "F (1)"

2.

<u>UNIT NO.</u>	<u>LEVEL NO.</u>	<u>PARKING SPACE LEVEL</u>	<u>PARKING SPACE NO.</u>
1	5	B	P-15
2	5	A	P-48
3	5	A	P-49
4	5	A	P-37
5	5	B	P-16
6	5	A	P-55
7	5	B	P-73
8	5	B	P-17
1	6	B	P-18
2	6	B	P-59
3	6	A	P-53
4	6	B	P-63
5	6	B	P-19
6	6	A	P-54
7	6	B	P-72
8	6	B	P-20
1	7	B	P-21
2	7	B	P-71
3	7	A	P-12
4	7	B	P-22
5	7	B	P-23
6	7	A	P-38
7	7	A	P-27
8	7	B	P-24
1	8	B	P-25
2	8	A	P-72
3	8	B	P-31
4	8	A	P-11
5	8	B	P-26
6	8	A	P-43
7	8	A	P-70
8	8	B	P-27

32

SCHEDULE "F(1)"

UNIT NO.

LEVEL NO.

PARKING SPACE LEVEL

PARKING SPACE NO.

1

9

B

P-32

2

9

A

P-20

3

9

A

P-41

4

9

A

P-25

5

9

B

P-33

6

9

A

P-57

7

9

A

P-39

8

9

A

P-1

1

10

A

P-16

2

10

B

P-51

3

10

A

P-58

4

10

A

P-64

5

10

A

P-29

6

10

A

P-45

7

10

A

P-24

8

10

A

P-42

1

11

B

P-34

2

11

A

P-71

3

11

A

P-17

4

11

B

P-35

5

11

B

P-35

6

11

A

P-46

7

11

A

P-50

8

11

B

P-37

1

12

A

P-44

2

12

A

P-77

3

12

B

P-62

4

12

B

P-38

5

12

A

P-40

6

12

A

P-23

7

12

A

P-51

8

12

B

P-39

33

SCHEDULE "F(1)"

4.

<u>UNIT-NO.</u>	<u>LEVEL NO.</u>	<u>PARKING SPACE LEVEL</u>	<u>PARKING SPACE NO.</u>
1	13	B	P-40
2	13	A	P-47
3	13	A	P-52
4	13	B	P-41
5	13	B	P-42
6	13	A	P-22
7	13	A	P-21
8	13	A	P-14
1	14	A	P-75
2	14	B	P-29
3	14	B	P-30
4	14	B	P-43
5	14	A	P-30
6	14	A	P-59
7	14	A	P-60
8	14	B	P-64
1	15	B	P-44
2	15	A	P-62
3	15	A	P-34
4	15	B	P-45
5	15	B	P-84
6	15	B	P-74
7	15	B	P-75
8	15	B	P-46
1	16	B	P-47
2	16	A	P-65
3	16	A	P-28
4	16	B	P-48
5	16	B	P-49
6	16	A	P-18
7	16	A	P-61
8	16	B	P-50

34

SCHEDULE "P(1)"

5.

<u>UNIT NO.</u>	<u>LEVEL NO.</u>	<u>PARKING SPACE LEVEL</u>	<u>PARKING SPACE NO.</u>
1	17	B	P-52
2	17	B	P-67
3	17	A	P-10
4	17	B	P-53
5	17	B	P-54
6	17	B	P-69
7	17	B	P-70
8	17	B	P-55
1	18	B	P-56
2	18	B	P-68
3	18	A	P-56
4	18	B	P-57
5	18	B	P-80
6	18	B	P-81
7	18	B	P-82
8	18	B	P-58
1	19	B	P-78
2	19	B	P-83
3	19	A	P-63
4	19	B	P-79
5	19	B	P-86
6	19	A	P-73
7	19	B	P-87
8	19	B	P-91
1	20	B	P-60
2	20	A	P-66
3	20	B	P-85
4	20	B	P-61
5	20	B	P-66
6	20	A	P-67
7	20	A	P-68
8	20	B	P-88

35

SCHEDULE "P(1)"

6.

UNIT NO.

LEVEL NO.

PARKING SPACE LEVEL

PARKING SPACE NO.

1	21	A	P-9
2	21	B	P-28
3	21	A	P-13
4	21	B	P-65
5	21	B	P-93
6	21	B	P-92
7	21	A	P-69
8	21	B	P-14
1	22	A	P-79
2	22	B	P-76
3	22	B	P-77
4	22	A	P-78
5	22	B	P-90
6	22	A	P-35
7	22	A	P-76
8	22	A	P-74

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36

ROSE, PERSIKO, ARNOLD, GLEIBERMAN

Barristers and Solicitors

ALLAN C. ROSE, O.C.
MARVIN S. ARNOLD, O.C., LL.B., LL.M.
HOWARD LITOWITZ, B.A., LL.B.
JEFFREY G. GOLDBERG, B.A., LL.B.

BERNARD J. PERSIKO, O.C.
IRVING GLEIBERMAN, B.A.
LARRY DALABAN, B.A., LL.B.

COUNSELLOR WILLIAM V. SASSO, B.A., LL.B.

TELEPHONE (416) 566-1900
CABLE ADDRESS "PRAETON"
TELEX 088-24613
TELECOMPAR (416) 566-1706

SUITE 1908
POST OFFICE BOX 18
TORONTO-DOMINION TOWER
TORONTO-DOMINION CENTRE
TORONTO, CANADA
M5K 1A8

REFER TO B. J. Persiko
FILE 81277

July 29, 1982.

Mr. Joe McKenna,
c/o Land Registry Office
for the Land Titles Division
of Metropolitan Toronto (No. 66),
New City Hall,
Toronto, Ontario.

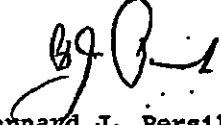
Dear Sir:

RE: Tussel Corporation Limited,
Part of Block I, Plan M 1338,
City of North York - (P.O. 2559)

This is to confirm that the name of the builder
with respect to the proposed Condominium on the above
property is Tussel Corporation Limited and the municipal
address of the Condominium is 131 Torresdale Avenue,
City of North York, Ontario.

Yours very truly,

ROSE, PERSIKO, ARNOLD,
GLEIBERMAN,


Bernard J. Persiko, O.C.

BJP:SW

37

CERTIFICATE IN RESPECT OF A BY-LAW

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

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 584 (known as the "Corporation") certifies that:

1. The Copy of By-law No. 10, attached as Schedule "A", is a true copy of the By-law.
2. The By-law was made in accordance with the *Condominium Act, 1998*.
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

DATED this 15th day of November, 2005.

Metropolitan Toronto Condominium
Corporation No. 584


Per:


Name:

Print Name & Title:

Peter Ferguson - President

Per:


Name:

Print Name & Title: MURRAY KITZMAN
VICE PRESIDENT

I/We have the authority to bind the corporation

BY-LAW NO. 9
METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 584

BE IT ENACTED as a By-law of Metropolitan Toronto Condominium Corporation No. 584 (the "Corporation") as follows:

By-law Nos. 1, 2, 3, 4, 5 and 6 of Metropolitan Toronto Condominium Corporation No. 584 are hereby repealed and replaced with the following:

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

ARTICLE 1 - SEAL

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

ARTICLE 2 - YEAR -END

The financial year-end of the Corporation shall be the 30th day of June in each year or such other date as the board of directors (the "Board") may by resolution determine.

ARTICLE 3 - RECORDS OF THE CORPORATION

The Corporation shall maintain the following records:

3.1 Documents As Required By Section 43(4)

- (a) the seal of the Corporation;
- (b) the minute book for the Corporation including a copy of the registered declaration and description, registered by-laws, current rules and minutes of owners' meetings and board meetings;
- (c) copies of any resolution of the Board changing the address for service or mailing address of the Corporation;
- (d) copies of all agreements entered into by the Corporation or the declarant or the declarant's representatives on behalf of the Corporation, including management contracts, deeds, leases, licences and easements;
- (e) copies of all policies of insurance and the related certificates or memoranda of insurance and all insurance trust agreements;
- (f) bills of sale or transfers for all items that are assets of the Corporation but not part of the property;
- (g) the records maintained under subsection 47 (2) and subsection 83 (3); the names and addresses for service of owners and mortgagees who have provided the Corporation in writing with this information;
- (h) copies of all notices sent on behalf of the Corporation;
- (i) copies of all requests for Status Certificates and copies of each certificate issued for the preceding six (6) fiscal years;
- (j) as required by the Condominium Act, 1998 (the "Act"):
 - (i) notice delivered by an owner that his/her unit is leased;
 - (ii) the lessee's name, the owner's address and a copy of the lease or renewal or summary of it; and
 - (iii) notice by an owner that a lease of a unit is terminated and not renewed;
- (k) all records that it has related to the units or to employees of the Corporation.

3.2 Documents As Required By Section 43(5)

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

3.3 Other Records

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

ARTICLE 4 - DUTIES OF THE CORPORATION

4.1 Duties Of The Corporation

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

- (a) the operation, care, upkeep, maintenance and repair of the common elements and the repair of units when an owner fails to repair as provided for in the Act and in the declaration;
- (b) the collection of contributions toward common expenses from the owners;
- (c) the arranging for the supply of utilities to the common elements and the units, unless separately metered, except where prevented from carrying out such duty by reason of any event beyond the reasonable control of the Corporation. The Corporation shall not be liable for indirect or consequential damage or for damages for personal discomfort or illness by reason of the breach of such duty;
- (d) obtaining and maintaining insurance for the property as may be required by the Act, declaration or by-laws;
- (e) the preparation of certificates of lien and status certificates as required by the Act;
- (f) the preparation of an estimated budget in accordance with Article 11 hereof;
- (g) the supervision of all public or private service companies which, at the request of the Corporation, enter upon the common elements and into the units for the purpose of supplying, installing, replacing and servicing their systems;
- (h) the employment and dismissal of personnel necessary for the maintenance and operation of the common elements;
- (i) the obtaining and maintaining of fidelity bonds for any person dealing with Corporation monies and in such amounts as the Board may deem reasonable;
- (j) the investment of monies held by the Corporation in accordance with the Act;
- (k) the settling, adjusting or referring to mediation and/or arbitration of any claim or claims which may be made upon or which may be asserted on behalf of the Corporation;
- (l) the purchase and maintenance of insurance for the benefit of all directors and officers (with an extended discovery period clause in the case of change of insurers to ensure that directors' actions are protected when the Corporation changes insurers) in respect of anything done, or required to be done or permitted to be done by them in respect of the execution of the duties of their offices except insurance against a liability, cost, charge or expense of such directors or officers incurred as a result of a contravention of any of the duties imposed upon them pursuant to the Act;
- (m) the preparation and/or maintenance of the records to be kept by the Corporation in accordance with Article 3 hereof;
- (n) causing audits to be made after every year end and providing financial statements to the owners in accordance with the Act;
- (o) the calling and holding of meetings and the delivery of notices, as required;
- (p) the consistent and timely enforcement of the provisions of the Act, the declaration, the by-laws and the rules of the Corporation;
- (q) the entering into an insurance trust agreement to ensure the disposition of monies in the event of an insurable loss where the damage to the property exceeds fifteen per cent (15%) of the replacement cost of the property covered by the Corporation's policy maintained in accordance with the Act;
- (r) establishing and maintaining adequate reserve funds for the major repair or replacement of the common elements and of the assets of the Corporation in accordance with the Act; and
- (s) the carrying out of the duties of the Corporation and or the Board as required by the Act, the Corporation's declaration and by-laws.

ARTICLE 5 - POWERS OF THE CORPORATION

5.1 Powers Of The Corporation

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

- (a) the entering into of an agreement with a person or Corporation to provide professional management for the property. The management agreement shall be in a form acceptable to the Board;
- (b) the authority to make a complaint under Section 40 of the Assessment Act, or any successor thereof, on behalf of the owners;
- (c) the mediation and/or arbitration of those matters set out in the Act or any contract or agreement to which the Corporation is a party;
- (d) to authorize and include in the budget for the Corporation once in any fiscal year the amount that the Board in its discretion decides is necessary to borrow up to one-twelfth (1/12) of the annual budgeted common expenses for the current fiscal year;
- (e) any borrowing in excess of the amount set out in (d), or more than once in any fiscal year, even if included in the Corporation's budget, must be approved by a vote of owners at a meeting called for that purpose;
- (f) the borrowing of such amounts in any fiscal year (not included in the budget of the Corporation) as the Board determines is necessary or desirable in order to protect, maintain, preserve or ensure the due and continued operation of the property in accordance with the Act, declaration and by-laws of the Corporation and the securing of any loan of any amount by mortgage, pledge or charge of any asset (other than the reserve fund) of the Corporation, subject in each case to approval as required by the Act;
- (g) to charge, mortgage, hypothecate or pledge all or any of the real or personal property of the Corporation, including book debts and rights, powers and undertakings, to secure any such securities or any money borrowed, or other debts, or any obligation or liability of the Corporation;
- (h) conducting, periodically, a building and/or operations audit as deemed appropriate by the Board; and
- (i) the delegating to such one or more of the officers and/or directors of the Corporation as may be designated by the directors all or any of the powers conferred by the foregoing clauses of paragraph 5.1 of this by-law to such extent and in such manner as the directors shall determine at the time of such delegation.

ARTICLE 6 - NOTICE

6.1 Notice to Owner/Mortgagee

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

- (a) delivered personally to the person to whom it is to be given; or
- (b) sent by prepaid ordinary mail addressed to the person at the address shown on the records of the Corporation; or
- (c) sent by facsimile transmission, electronic mail or any other method of electronic communication if the person agrees in writing that the party giving the notice may give the notice in this manner; or
- (d) delivered at the person's unit or at the mail box for the unit, unless the person giving the notice has been advised in writing by the person that delivery is not to

be effected in this manner or the address for service on the records of the Corporation is not the address of the unit of the person.

6.2 Notice to Mortgagee

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

6.3 Notice To The Board Or Corporation

Except as otherwise provided in the Act or as herein before set forth, any notice, direction or other instrument required or desired to be given, shall be given to the Corporation, by giving same to any director or officer of the Corporation, either personally or by ordinary mail, postage prepaid, addressed to the Corporation at its address for service.

6.4 Receipt of Notice

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

- (a) when it is delivered personally or delivered to the latest address shown on the records of the Corporation; or
- (b) when the recipient accepts by fax, if it is sent by means of facsimile transmission; or
- (c) when sent by electronic mail or any other method of electronic communication and the recipient has agreed to this method of communication; or
- (d) the date of delivery receipt if sent by an appropriate communication company, courier or agency.

6.5 Omissions And Errors

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

6.6 Notices Of Meetings

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

ARTICLE 7 - BOARD OF DIRECTORS

7.1 Duties

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

7.2 Number and Quorum

The number of directors shall be seven (7) of whom four (4) shall constitute a quorum for the transaction of business at any meeting of the Board. Notwithstanding vacancies, the remaining directors may exercise all the powers of the Board so long as a quorum of the Board remains in office.

7.3 Qualifications

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

- (a) the person must be eighteen (18) years of age or older;
- (b) the person shall not be an undischarged bankrupt or mentally incompetent person;
- (c) the person shall not have a lien for common expenses registered against his/her unit;
- (d) the person shall be an owner of a unit and/or the spouse of an owner of a unit in the Corporation;
- (e) the person shall not be a party to litigation against, mediation with and/or arbitration against the Corporation; and
- (f) a person who is nominated, elected or appointed a director is not a director unless:
 - (i) he/she was present at the meeting when he/she was elected or appointed and did not refuse at the meeting to act as a director; or
 - (ii) when he/she was not present at the meeting when he/she was elected or appointed, he/she consented in writing to act as a director before his/her election or appointment or within ten (10) days thereafter.

7.4 Disqualification

A person immediately ceases to be a director if:

- (a) the director becomes an undischarged bankrupt or a mentally incompetent person;
- (b) a certificate of lien has been registered against a unit owned by the director and the director does not obtain a discharge of the lien within ninety (90) days of the registration of the lien;
- (c) the director misses five (5) consecutive board meetings in a twelve (12) month period and is unable to provide an explanation for his or her absence that is satisfactory to the Board, acting reasonably;
- (d) the director is a party to litigation, mediation and/or arbitration against the Corporation; or
- (e) the director no longer owns a unit and/or is no longer the spouse of an owner of a unit in the Corporation;
- (f) the director has failed to comply with Article 7.8 and is unable to provide an explanation that is satisfactory to the Board, acting reasonably

7.5 Election And Term

Subject to the Act,

- (a) the directors of the Corporation shall be elected in rotation and shall be eligible for re-election. Those directors who have been elected to office and whose terms have not expired at the meeting, at which the owners approve this By-law, will complete the terms for which they have been elected;
- (b) at each annual meeting a number of directors equal to the number of directors retiring at the end of their terms in such year shall be elected for a term of three (3) years;

- (c) the term of office for members of the Board shall be three (3) years however no member may serve more than two (2) consecutive three (3) year terms;
- (d) where the Board is elected by acclamation, the directors at their first meeting shall determine the distribution of terms. Directors may be removed before the expiration of their term in accordance with the procedure set forth in the Act;
- (e) election to the Board shall be by written ballot, unless the election is by acclamation; and
- (f) the person receiving the highest number of votes will serve the longest term and the person receiving the next greatest number of votes will serve the next longest term, etc.

7.6 Calling Of Meetings

- (a) meetings of the Board shall be held from time to time at such places and at such times and on such days as either the President or a Vice-President who is a director, or any two directors may determine, and the Secretary shall call meetings when directly authorized by the President or by the Vice-President who is a director and/or any other director. Notice of any meeting shall be given personally, by ordinary prepaid mail, electronic communication, courier, facsimile or telephone to each director not less than forty-eight (48) hours (excluding any part of a Sunday or of a holiday as defined by the Interpretation Act of Canada and any amendments thereto) before the time when the meeting is to be held, save that no notice of a meeting shall be necessary if all the directors are present or if those absent waive notice of or otherwise signify in writing their consent to the holding of such meeting;
- (b) the Board may appoint a day or days in any month or months for regular meetings at a place and hour to be named. A copy of the resolution of the Board fixing a place and time of regular meetings of the Board shall be sent to each director forthwith by ordinary prepaid post after being passed, but no other notice shall be required for any such regular meeting; and
- (c) a meeting of the directors may be held or convened by way of teleconference or other form of communication system that allows all of the directors to participate concurrently and to communicate with each other simultaneously and instantaneously, provided that all of the directors participating in the meeting held or convened by such means have consented thereto, and a director so participating in any such meeting held or convened by such means shall be deemed (for the purposes of the Act and this by-law) to be present at such meeting. The Board may, by resolution signed by all the directors, provide their consent, in advance, to have meetings of the Board conducted in the manner contemplated herein, without the necessity of requiring new consents prior to each and every meeting, provided that such resolution (and the standing consent referred to therein) shall be automatically rendered ineffective from and after (but not prior to) the delivery to the Board by any director of a written notice revoking his/her consent to such resolution.

7.7 Declaration Of Interest

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

7.8 Confidentiality

All matters discussed at a board meeting, including all documents and information, may be disclosed to any person (including a spouse) unless such information or documentation is

determined by the Board in writing or as evidenced by the minutes of the Corporation to be privileged and confidential.

7.9 Conflict of Interest

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

7.10 Protection Of Directors And Officers

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

- (a) the acts, neglect or default of any other director or officer;
- (b) any loss or expense incurred by the Corporation through the insufficiency or deficiency of title to any property acquired by order of the Board for or on behalf of the Corporation;
- (c) the insufficiency or deficiency of any certificate or instrument in or upon which any of the monies of the Corporation shall be invested, provided always that the investment certificate or instrument conforms with the provisions of the Act;
- (d) any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any of the monies, certificates, term deposits, instruments or effects of the Corporation shall be deposited;
- (e) any loss occasioned by an error of judgment or oversight on his/her part provided the board member has acted in accordance with his/her obligations and duties pursuant to the Act; or
- (f) any other loss, damage or misfortune whatsoever which shall happen in the execution of the duties of his/her office or in relation thereto;

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

7.11 Indemnity Of Directors And Officers

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

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

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

7.12 Consents

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

7.13 Execution Of Instruments

- (a) any contract or obligation within the scope of any management agreement entered into by the Corporation may be executed on behalf of the Corporation in accordance with the provisions of such management agreement;

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

ARTICLE 8 - OFFICERS

8.1 Election Of President

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

8.2 Appointed Officers

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

8.3 Term Of Office

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

8.4 President

The President shall:

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

8.5 Vice-President

The Vice-President shall during the absence of the President, perform his/her duties and exercise his/her powers. If there is more than one (1) Vice-President then the Vice-Presidents, in order of seniority as determined by the Board, shall perform the functions of the President. The Vice-

President shall not preside at a meeting of the Board or the owners if the Vice-President is not qualified to attend such meeting as a director or owner, as the case may be. If a Vice-President exercises any such duty or power, the absence of the President shall be presumed. A Vice-President shall also perform such duties and exercise such powers as the Board may prescribe from time to time.

8.6 Secretary

The Secretary shall:

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

8.7 Treasurer

The Treasurer shall:

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

8.8 General Manager

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

8.9 Officers

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

8.10 Other Officers

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

8.11 Committees

- (a) in order to assist the Board in managing the affairs of the Corporation, the Board may from time to time constitute such advisory committees to advise and make recommendations to the Board in connection with the activities, management,

budgets, house rules, or any other matter related to the common elements or any other property to which the Condominium Corporation has any rights or shares or obligations; and

- (b) the members of such committees shall be appointed by the Board to hold office and may be removed at any time by resolution of the Board.

ARTICLE 9 - MEETINGS OF THE OWNERS

9.1 Annual Meetings

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

9.2 Special Meetings

The Board shall have the power at any time to call a special meeting of the owners for the transaction of any business, the nature of which shall be specified in the notice calling the meeting.

9.3 Persons Entitled To Be Present

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

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

9.4 Quorum

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

9.5 Voting

- (a) at each meeting of owners, subject to the provisions of the Act, every owner shall be entitled to vote who is entitled to receive notice of the meeting and is not in arrears of common expenses;
- (b) if the unit has been mortgaged and the right to vote has been given to the mortgagee, the owner (or his/her proxy) may, subject to clause 9.5(c), nevertheless represent such unit at meetings and vote in respect thereof;
- (c) in the event the mortgagee has notified the Corporation and the owner of the mortgagee's intention to exercise such right at least four (4) days before the date specified in the notice of meeting, the mortgagee or the mortgagee's proxy may exercise the right to vote;

- (d) any dispute over the right to vote shall be resolved by the Chairperson of the meeting upon such evidence as he/she may deem sufficient;
- (e) the Chairperson shall not, in the case of a tie, cast a deciding vote; and
- (f) unless otherwise provided by the Act, the declaration or the by-laws, any vote shall be decided by a majority vote of those owners present in person or by proxy at a meeting called for the purpose of holding such vote.

9.6 Method Of Voting

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

9.7 Representatives

An executor, administrator, committee of a mentally incompetent person, guardian, trustee or representative of a Corporation, upon filing with the Secretary of the meeting sufficient proof of his/her appointment shall represent the owner or mortgagee at all meetings of the owners and may vote in the same manner and to the same extent as such owner. If there be more than one (1) executor, administrator, committee, guardian or trustee, the provisions relating to co-owners shall apply.

9.8 Proxies

Every owner or mortgagee entitled to vote at meetings of owners may by instrument in writing appoint a proxy, who need not be an owner or mortgagee, to attend and act at the meeting in the same manner, to the same extent and with the same power as if the owner or mortgagee were present at the meeting. The instrument appointing a proxy shall be in writing and signed by the appointor or his/her attorney authorized in writing. The instrument appointing a proxy shall be deposited with the Secretary before any vote or in accordance with procedures established by resolution of the Board.

9.9 Co-Owners

If a unit or a mortgage on a unit is owned by two (2) or more persons, any one (1) of them present or represented by proxy may, in the absence of the other or others, vote, but if more than one (1) of them are present or represented by proxy, the majority of the unit owners, present at the meeting in person or by proxy, may exercise the right to vote in respect to that unit. The vote shall not be counted if two (2) or more owners of the unit present at the meeting are evenly divided on how to exercise the vote.

ARTICLE 10 - ADDITIONAL RIGHTS OF THE CORPORATION

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

- (a) prohibit any person from using the facilities or any part of the common elements of the Corporation for any period of time that the Board, acting reasonably, determines appropriate;

- (b) enter the unit, or any part of the common elements in which or with respect to which such contravention exists and to summarily abate and remove at the expense of the owner of the unit, any structure, item or condition that may exist in or about the unit or any part of the common elements contrary to the intent and meaning of the provisions of the Act, declaration, by-laws and/or rules and the Board shall not be deemed guilty of any manner of trespass; or
- (c) enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach, including without limiting the generality of the foregoing, any proceeding for compliance pursuant to the provisions of the Act; and
- (d) deem all costs incurred by the Corporation pursuant to Article 10 to be common expenses attributable to the unit and collected in the same manner as common expenses.

10.2 Occupancy

- (a) the Corporation hereby adopts as the maximum occupancy for each unit, the occupancy load determination in the Ontario Building Code as prescribed in O. Reg 403/97, being two (2) persons per sleeping room or sleeping area (bedroom) in a dwelling unit in accordance with either the architectural plans contained in the Description registered in the Land Registry Office and/or the plans, as amended, if applicable, which were filed with the local municipality or region and approved by such local municipality or region for the construction of the condominium building(s), which ever is more restrictive; and
- (b) no person shall occupy a unit in contravention of the occupancy standard adopted in 10.2(a).

10.3 Non-Resident Access to Common Elements

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

10.4 Indemnification by Owners

- (a) the owner of a unit is responsible for any costs incurred to repair damage to the owner's unit, that may have been caused by the owner or any person, thing or animal for whom or for which the owner is responsible, howsoever caused;
- (b) the owner of a unit is responsible for any costs incurred to repair damage to the owner's unit, the common elements, or other units that may have been caused by the owner or any person, thing or animal for whom or for which the owner is responsible, howsoever caused;
- (c) in those cases where it has been determined that the responsibility for payment of the cost to repair is that of the owner, or where an owner requests to repair a common element himself or herself, the Board shall approve the selection of the contractor and/or the method of repair. This decision, at the discretion of the Board, shall be based on a minimum of two (2) bids, the method of repair, the meeting of standards of uniformity and consideration of the convenience of the owner(s) involved;
- (d) pursuant to Subsections 105(2) and (3) of the Act where damage occurs in or to a unit in the Corporation, (excluding the owner's improvements and personal belongings), and the damage is not caused by an act or omission of the Corporation, the owner of the unit where the damage occurs, shall be responsible for the lesser of the amount of the deductible contained in the Corporation's insurance policy or the cost to repair the damage; and
- (e) each owner shall indemnify and save the Corporation harmless from and against any damages, loss and/or cost, which the Corporation may suffer or incur

resulting from, or caused by an owner, or any person, thing or animal for whom or for which the owner is responsible including, but not limited to:

- (i) increased insurance premiums and insurance deductibles;
- (ii) legal costs on a substantial indemnity basis; and
- (iii) costs incurred by the Corporation:
 - (A) to redress, rectify and/or obtain relief from any injury or damage;
 - (B) by reason of breach of the Act, declaration, by-laws and/or any rules of the Corporation in force from time to time; and/or
 - (C) in relation to the enforcement of any rights or duties pursuant to the Act, the declaration, the by-laws and/or the rules of the Corporation;
- (f) all amounts for which the unit owner is responsible pursuant to this clause 10.4 shall form part of the contributions to the common expenses payable for the particular unit.

ARTICLE 11 - ASSESSMENT AND COLLECTION OF COMMON EXPENSES

11.1 Assessment of Common Expenses

- (a) all expenses, charges and costs of maintenance, repair or replacement of the common elements and the assets of the Corporation and any other expenses, charges or costs which the Board may incur or expend pursuant to its duties shall be assessed by the Board and levied against the owners in the proportions in which they are required to contribute to the common expenses as set forth in the declaration or in accordance with the provisions of the Act; and
- (b) the Board shall from time to time and at least annually prepare a budget for the property and determine by estimate the amount of common expenses for the next ensuing fiscal year or remainder of the current fiscal year as the case may be. The Board should allocate and assess such common expenses as set out in the budget for such period among the owners, according to the proportion in which they are required to contribute to the common expenses as set forth in the declaration.

11.2 Reserve Fund

- (a) the Board shall establish and maintain a reserve fund(s) in accordance with the Act;
- (b) the reserve fund(s) shall be kept in a separate interest bearing account with an institution in accordance with the Act; and
- (c) may be invested in accordance with the Act.

11.3 Extraordinary Expenditures

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

11.4 Delivery of Assessments

- (a) the Board shall give notice to all owners of the amount of common expenses payable by each of them respectively, and shall deliver copies of each budget on which such common expenses are based, to all owners and mortgagees entered on the record; and

- (b) extraordinary assessments shall be payable by each owner within ten (10) days after the delivery of notice thereof to such owner, unless a further period of time has been determined by resolution of the Board and set out in such notice.

11.5 Owners' Obligations To Pay Assessments

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

11.6 Default In Payment Of Assessment

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

ARTICLE 12 - BANKING ARRANGEMENTS AND CONTRACTS

12.1 Banking Arrangements

The banking business of the Corporation or any part thereof shall be transacted with such bank or trust company as the Board may designate or authorize from time to time by resolution, and all such banking business, or any part thereof, shall be transacted on the Corporation's behalf by any

one (1) or more officers, or other persons, as the Board may designate or authorize from time to time by resolution, and to the extent therein provided, including, without restricting the generality of the foregoing, the operation of the Corporation's accounts, the making, signing, drawing, accepting, endorsing, negotiating, lodging, depositing or transferring of any cheques, promissory notes, drafts, acceptances, bills of exchange and orders relating to any such banking business, and the defining of the rights and powers of the parties thereto and any act or thing on the Corporation's behalf to facilitate such banking business.

12.2 Execution of Instruments

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

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

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

ARTICLE 13 - MISCELLANEOUS

13.1 Invalidity

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

13.2 Waiver

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

13.3 Headings

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

13.4 Amendment

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

13.5 Conflicts

- (a) in the case of a conflict between the provisions of the Act and any provision in the declaration, by-laws or rules and regulations, the Act shall prevail;
- (b) in the case of a conflict between the provisions in the declaration and any provision in the by-laws or rules and regulations, the declaration shall prevail, unless the by-law or rule has been amended after the registration of the declaration as provided for in the Act; and
- (c) in the event the provisions of the Act or the declaration are silent the provisions of the by-laws shall prevail.

WITNESS the corporate seal of the Corporation this 15th day of November 2005.

SIGNED, SEALED & DELIVERED
In the presence of:

METROPOLITAN TORONTO
CONDOMINIUM CORPORATION NO.
584

Per:

P. Ferguson

Title

Peter Ferguson - President

Per:

Murray Katzman

Title

MURRAY KATZMAN

We have authority to bind the VICE
Corporation

PRESIDENT

AT1004280
Dec. 8, 2005

CERTIFICATE IN RESPECT OF A BY-LAW

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

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 584 (known as the "Corporation") certifies that:

1. The Copy of By-law No. 10, attached as Schedule "A", is a true copy of the By-law.
2. The By-law was made in accordance with the *Condominium Act, 1998*.
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

DATED this 15th day of November, 2005.

Metropolitan Toronto Condominium
Corporation No. 584

Per:


Name:

Print Name & Title:

Peter Ferguson - President

Per:


Name:

Print Name & Title:

MURRAY KITZMAN
VICE PRESIDENT

I/We have the authority to bind the corporation

BY-LAW NO. 10

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 584

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

WHEREAS:

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

ARTICLE 1 – GENERAL

DISPUTES

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

DEFINITIONS

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

DELIVERY/SERVICE OF DOCUMENTS

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

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

CONFIDENTIALITY

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

ARTICLE 2 - NEGOTIATION

- 2.1 Any Party may Deliver a written Notice of Dispute to any other Party, which shall include:
 - (a) an outline of the nature of the Dispute; and
 - (b) the names of the Parties involved in the Dispute.

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

ARTICLE 3 - MEDIATION

NOTICE OF MEDIATION AND SELECTION OF MEDIATOR

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

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

ROLE OF MEDIATOR

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

LOCATION, TIME AND PLACE OF HEARING

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

MEDIATION BRIEF

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

FEES AND EXPENSES

- 3.13 Each Party shall Deliver to the mediator, with its mediation brief, or no later than twenty-four (24) hours before the commencement of the mediation, a certified cheque payable to the mediator for such Party's proportionate share, based on the number of parties to the mediation, of the mediator's anticipated fees and expenses of the mediation,
- 3.14 Fees and expenses of the mediation shall be borne as specified in a settlement, if a settlement is obtained. If no settlement is obtained, the mediator's fees and expenses shall be borne as specified in the notice stating that the mediation has failed.

- 3.15 If a Party fails to Deliver to the mediator a certified cheque in accordance with Article 3.13, the mediation will be deemed to have failed and the Mediator will issue a notice stating that the mediation has failed and which Party or Parties failed to Deliver to the mediator a certified cheque in accordance with Article 3.13.
- 3.16 A Party who has failed to Deliver to the mediator a certified cheque in accordance with Article 3.13 may not Deliver a Notice of Arbitration unless that Party has withdrawn from the mediation in accordance with Article 3.20.
- 3.17 If a Party who has Delivered to the mediator a certified cheque in accordance with Article 3.13 when a Party has not complied with Article 3.13, and the mediator deducts an amount for fees from the certified cheque provided in accordance with Article 3.13, the Party who has complied with Article 3.13 may add amounts paid to the mediator to the Dispute.

AUTHORITY TO SETTLE AND LEGAL REPRESENTATION

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

WITHDRAWAL FROM MEDIATION

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

TERMINATION OF MEDIATION

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

ARTICLE 4 – ARBITRATION

APPLICATION

- 4.1 If all or part of the matters in a Dispute are not resolved or settled through the procedures provided under Articles 2 and 3, the remaining matters of the Dispute shall be determined by final and binding arbitration conducted by a single arbitrator in accordance with the procedures provided in this Article. Except as otherwise provided in this Article, the arbitration of the Dispute, including its procedures, decision and enforcement, shall be in accordance with the *Arbitration Act, 1991* (Ontario) and any amended or successor legislation and the other applicable laws of the Province of Ontario regarding arbitration and the enforcement of arbitral awards (collectively, the "*Arbitration Act*") and any applicable federal laws of Canada.

NOTICE OF ARBITRATION

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

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

- 4.3 The Notice of Arbitration shall include:

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

THE ARBITRATOR

- 4.4 The arbitrator shall be either:

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

- 4.5 The Arbitrator shall be impartial and independent of the Parties to the Dispute and shall, if requested, confirm to the Parties that he/she has no current or past relationship of any kind with any of the Parties that might give rise to justifiable doubts as to his or her impartiality.
- 4.6 Within five (5) days of receipt of a Notice of Arbitration the Recipients shall each Deliver to the other Party or Parties the names of two qualified individuals to act as the arbitrator, who have indicated a willingness to act as arbitrator, ranked in order of preference. Such Recipients shall include a written statement of position.
- 4.7 The Parties shall unanimously appoint, within ten (10) days of Delivery of the Notice of Arbitration, an arbitrator from the names submitted. The arbitrator shall be qualified and experienced to act as an arbitrator.
- 4.8 If the Parties are unable to reach unanimous agreement on the selection of an arbitrator within ten (10) days after the date the Notice of Arbitration is Delivered, the arbitrator shall be selected at random by draw by the Party who Delivered the Notice of Arbitration and in the presence of the other Parties from among the names of the arbitrators submitted by the Parties.
- 4.9 If a Party fails to submit names in accordance with this Section, such Party shall be deemed to accept as the arbitrator, the person selected, by the other Party or Parties, in accordance with this Section.

LOCATION, TIME AND PLACE OF ARBITRATION

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

ARBITRATION BRIEF

- 4.11 Within ten (10) days after the date of the appointment of the arbitrator each Party shall Deliver to the arbitrator and to the other Party or Parties a written arbitration brief which shall set forth each Party's position concerning the matters in dispute and shall include:
- (a) a statement of fact and law;
 - (b) copies of all relevant documents that are in that Party's possession or within the Party's control;
 - (c) a statutory declaration of the Party presenting the brief declaring that the documents included in the brief are all the documents relevant to the Dispute that are in that Party's possession or control, including those documents that are or might be unfavorable to that Party's position in the arbitration; and
 - (d) a statement of the relief sought.

FEES AND EXPENSES

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

ADDITIONAL PARTIES

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

HEARING

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

REPRESENTATION

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

DURATION OF ARBITRATION

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

POWERS OF THE ARBITRATOR

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

THE ARBITRATOR'S AWARD

- 4.22 The arbitrator shall be required to make an award, in writing, signed by the arbitrator, within thirty (30) days after the conclusion of the hearing and a copy of the award is to be Delivered to the Parties in accordance with this By-law.
- 4.23 The award of the arbitrator shall be final and binding. The arbitrator shall include reasons for the award.
- 4.24 The arbitrator's award may include an order for costs, specifying the Party or Parties entitled to costs, the Party or Parties who must pay the costs, the amount of the costs and the manner of payment. If the arbitrator does not make an order respecting costs, a Party may, within twenty (20) days after being notified of the award, apply to the arbitrator for an order respecting costs. If no application is made to the arbitrator for an order respecting costs or, if following an Application the arbitrator does not make an order respecting costs, then subject to any agreement to the contrary, the Parties must bear their own costs of the fees and disbursements of the arbitrator in equal shares.
- 4.25 An arbitrator's award and/or order for costs may be filed in the Superior Court of Justice and, on being filed, will have the same effect as if it was an order of the Superior Court of Justice. Once filed, proceedings may be taken on both the award and/or the order for costs.

DEFENCE TO ACTION

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

ARTICLE 5 – FORMS

FORMS

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

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

WITNESS the corporate seal of the Corporation this _____ day of _____, 2005.

SIGNED, SEALED & DELIVERED
In the presence of:

**METROPOLITAN TORONTO
CONDOMINIUM CORPORATION NO.
584**

Per: _____

Title _____

Per: _____

Title _____

We have the authority to bind the
Corporation.

MURRAY KATZMAN
VICE PRESIDENT

SCHEDULE "A"
NOTICE OF DISPUTE

DATE:

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

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

1. Statement of Dispute:

(Signature)

SCHEDULE "B"
NOTICE OF MEDIATION

DATE:

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

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

1. I/We, _____ have made a good faith effort to reach a
(insert name of Party giving notice)

settlement of the dispute through negotiation.

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

1. _____
2. _____

(Signature)

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

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

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

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

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

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

DOCUMENTS		
DATE	AUTHOR	BRIEF SUMMARY OF CONTENTS

(Signature)

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

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

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

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

SCHEDULE "C"
RESPONSE TO NOTICE OF MEDIATION

DATE:

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

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

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

1. _____
2. _____

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

2. Statement of Position:

3. Documents:

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

DOCUMENTS		
DATE	AUTHOR	BRIEF SUMMARY OF CONTENTS

(Signature)

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

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

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

SCHEDULE "D"
NOTICE OF ARBITRATION

DATE:

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

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

1. This matter is proceeding to arbitration because: (place an "X" in the appropriate response)

() sixty (60) days have passed from the date of the Notice of Mediation, a copy of which is attached hereto and the Parties have not selected a mediator; or

() thirty (30) days have passed from the delivery of the mediator's notice indicating that the mediation has failed. A copy of the mediator's notice is attached hereto.

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

1. _____
2. _____

(Signature)

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

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

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

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

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

SCHEDULE "E"
RESPONSE TO NOTICE OF ARBITRATION

DATE:

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

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

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

1. _____
2. _____

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

(Signature)

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

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

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

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

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

B851899

CONDOMINIUM ACT

C E R T I F I C A T E

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 584
hereby certifies that the By-Law Number 7 attached
hereto was made in accordance with the Condominium Act,
being Chapter 84 of the Revised Statutes of Ontario,
1980, and any amendments thereto, the Declaration and
the By-laws of the Corporation, and that the said By-
law Number 7 has not been amended and is in full
force and effect. *pp*

DATED at the City of North York, in the
Municipality of Metropolitan Toronto, this 12th day of
February, 1985.

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 584

By:

Zelda B. [Signature]
A.S. [Signature]


BY-LAW NUMBER 7

A BY-LAW RESPECTING THE CONDUCT GENERALLY OF
THE AFFAIRS OF THE CORPORATION

BE IT ENACTED as a By-law of Metropolitan Toronto
Condominium Corporation No. 584 (hereinafter referred
to as "the Corporation") as follows:

WHEREAS by a Transfer of Freehold Land registered on the
7th day of September, 1982, in the Registry Office
for the Land Titles Division of Metropolitan Toronto (No. 66)
Menkes Developments Inc. transferred to the Corporation a
172/1360 share of Unit 4, Level 1, York Condominium Plan
No. 398, being the Forest Hills Recreation Centre;

AND WHEREAS the Corporation is desirous of ridding itself
of all obligations financial and otherwise relating to the
maintenance and management of said recreational facilities
and any cost sharing relating to said recreational facilities;

AND WHEREAS it is better for the use and management of the
assets of the Corporation and the general management of the
property that the Corporation divest itself of all obligations,
financial and otherwise relating to the maintenance and manage-
ment of said recreational facilities, and any obligations
which may derive from a part ownership in said recreational
facilities or from any agreements entered into by the Corporation
relating to said recreational facilities;

The Directors of the Corporation may execute all Agreements
necessary and all documents required to be registered in the
Land Registry Office for the Land Titles Division of
Metropolitan Toronto (No. 66) in order to transfer the interest
of the Corporation in Unit 4, Level 1, York Condominium Corpora-
tion No. 398, and any interest which the Corporation may have

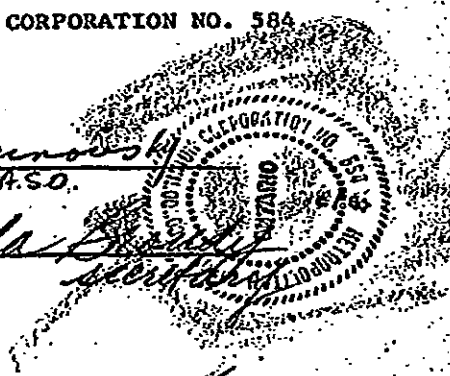
in Unit 5, Level 1, of York Condominium Corporation No. 398
to Menkes Developments Inc., for which Transfer the
Corporation shall receive the good and valuable consideration
of TWO-----(\$2.00)-----DOLLARS paid to it
by Menkes Developments Inc.

DATED at the City of North York, this 12th day of February, 1985.

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 584

Per:

B. Chernovsky
A.S.O.
Zelda Chernovsky
Secretary

A circular stamp is visible in the background of the signatures. The text around the perimeter of the stamp reads "METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 584". In the center of the stamp, the word "SECRETARY" is printed.

208326118 * 66 ***1600

BK-584 M

1851899

DATED FEBRUARY 12th. 1985

Received at the Land
Registry Office for The Land Titles Division
of Metropolitan Toronto (Box 66) at 2:59

P.M. FEB 20 1985 entered in
the Constitution Index
-Bldg-No- Metropolitan
Toronto Condominium
Plan No. 584

METROPOLITAN TORONTO
CONDOMINIUM CORPORATION
NO. 584

Assistant Deputy
Land Registrar

BY-LAW NUMBER 7

LAND REGISTRY OFFICE 66
1985 FEB 20 PM 2:59

RAHN & MAIAN
Barristers and Solicitors
664 Mt. Pleasant Road
Toronto, Ontario
M4S 2N3

4

FEE	11.00		
LYT			
RSI			
EX			

Document General

Form 4 — Land Registration Reform Act

D

<p style="text-align: center; font-size: 1.2em;">0814755</p> <p style="text-align: center;">RECEIVED LAND REGISTRATION DIVISION JAN 11 1993</p> <p style="text-align: center; font-size: 1.2em;">'01 11 19 11 37</p> <p style="text-align: center;"><i>Diff</i></p> <p>New Property Identifiers: _____</p> <p style="text-align: right;">Additional See Schedule <input type="checkbox"/></p>	<p>(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/> (2) Page <u>1</u> of <u>3</u> pages</p>	
	<p>(3) Property Identifier(s) Block Property <u>11584 - 0001 TO 0206</u> Additional See Schedule <input type="checkbox"/></p>	
	<p>(4) Nature of Document By-Law (Condominium Act, Section 28)</p>	
	<p>(5) Consideration Dollars \$</p>	
	<p>(6) Description All units and common elements comprising the property included in Metropolitan Toronto Condominium Corporation No. 584, City of Toronto.</p>	
<p>Executions Additional See Schedule <input type="checkbox"/></p>	<p>(7) This Document Contains: (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/></p>	

(8) This Document provides as follows:

See By-Law and Certificate attached hereto.

Continued on Schedule ☐

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

(10) Party(ies) (Set out Status or Interest) Name(s)	Signature(s)	Date of Signature Y M D
METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 584, by its solicitors, MARC KOPLOWITZ ASSOCIATES	Per: Marc Koplowitz	2001 11 16

(11) Address for Service: c/o 390 Bay Street, Suite 2900, Toronto, Ontario, M5H 2Y2

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

(13) Address for Service: _____

<p>(14) Municipal Address of Property Multiple</p>	<p>(15) Document Prepared by: MARC KOPLOWITZ ASSOCIATES Barristers & Solicitors 2900 - 390 Bay Street Toronto, Ontario M5H 2Y2</p>	<p style="text-align: center;">Fees and Tax</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">Registration Fee</td> <td style="width:50%;"></td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td style="text-align: right;">Total</td> <td style="text-align: center;">60</td> </tr> </table>	Registration Fee				Total	60
Registration Fee								
Total	60							

FOR OFFICE USE ONLY

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 584

BY-LAW NO. 8

A By-Law relating to the election and terms of directors of METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 584

BE IT ENACTED as By-Law No. 8 of Metropolitan Toronto Condominium Corporation No. 584 as follows:

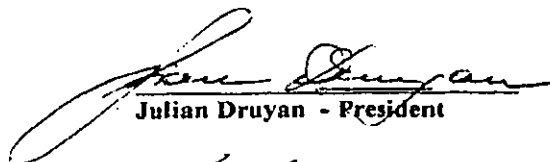
Article V Paragraphs 1 and 2 of By-Law No. 1, which was amended by By-Law No. 2, now hereby repealed, shall be modified and amended as follows:

Article V
Board of Directors

(1) Number of Directors - Until changed by a by-law, the number of directors shall be seven (7) of whom four (4) shall constitute a quorum for the transaction of business at any meeting of the board. Notwithstanding vacancies, the remaining directors may exercise all the powers of the board so long as a quorum of the board remains in office.

(2) Election of Term - The directors of the corporation shall be elected in rotation, and upon the expiration of their respective term of office shall retire, but shall be eligible for re-election. At the December, 1998 meeting of the owners held to elect directors, three (3) directors shall be elected to hold office for a term of three (3) years, each from the date of their election; two (2) other existing directors shall continue to hold office for their remaining terms of (1) year each. Such directors may, however, continue to act until their successors are elected. If more than one (1) such directors whose terms are not of equal duration shall resign from the board prior to the expiration of their respective terms, and shall be replaced at a meeting of members for that purpose, the director or directors receiving the greater number of votes shall complete the longest remaining terms of the resigning directors. At each annual meeting hereafter, a number of directors equal to the number of directors retiring in such year shall be elected for a term of three (3) years.

PASSED by the Directors and sealed with the corporate seal effective this 1st day of December, 1998.


Julian Druyan - President


Eva Friedrichkeit - Secretary

CONFIRMED by the Owners of the Units of the Corporation at a meeting duly called for the purpose on the 1st day of December, 1998.


Julian Druyan - President


Eva Friedrichkeit - Secretary



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

Metropolitan Toronto Condominium Corporation No. 584 (known as the
"Corporation") certifies that:

- 1 The copy of By-Law Number 8 attached as Schedule "A", is a true copy of the By-Law;
- 2 The By-Law was made in accordance with the Condominium Act, 1998 (or its predecessor legislation at the time as applicable);
- 3 The owners of a majority of the units of the Corporation have voted in favor of confirming the By-Law.

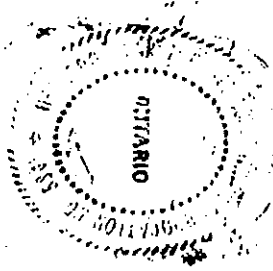
Dated effective this 14th day of November, 2001.

**METROPOLITAN TORONTO CONDOMINIUM
CORPORATION NO. 584**

Per: 
Julian Druyan - President

Per: 
Eva Friedrichkeit - Secretary

We have authority to bind the Corporation.



Document General

Form 4 — Land Registration Reform Act

D

<p style="font-size: 24pt; text-align: center;">D 814755</p> <p style="text-align: center;">'01 11 19 11 37</p> <p style="text-align: center;"><i>[Signature]</i></p> <p>New Property Owners to be Registered</p> <p style="text-align: right;">Additional See Schedule <input type="checkbox"/></p> <p>Executions</p> <p style="text-align: right;">Additional See Schedule <input type="checkbox"/></p>	(1) Registry <input type="checkbox"/>	Land Titles <input checked="" type="checkbox"/>	(2) Page 1 of 3 pages
	(3) Property Identifier(s)		Block Property
	11584 - 0001 TO 0206		Additional See Schedule <input type="checkbox"/>
	(4) Nature of Document		
	By-Law (Condominium Act, Section 28)		
	(5) Consideration		
Dollars \$			
(6) Description			
All units and common elements comprising the property included in Metropolitan Toronto Condominium Corporation No. 584, City of Toronto.			
(7) This Document Contains:		(b) Schedule for:	
(a) Redescription New Easement Plan/Sketch <input type="checkbox"/>		Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>	

(8) This Document provides as follows:

See By-Law and Certificate attached hereto.

Continued on Schedule ☐

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

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

Signature(s)

Date of Signature
Y M D

METROPOLITAN TORONTO CONDOMINIUM

CORPORATION NO. 584, by its
solicitors, MARC KOPLOWITZ ASSOCIATES

Per: Marc Koplowitz

2001 11 16

(11) Address
for Service

c/o 390 Bay Street, Suite 2900, Toronto, Ontario, M5H 2Y2

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

Signature(s)

Date of Signature
Y M D

(13) Address
for Service

(14) Municipal Address of Property

Multiple

(15) Document Prepared by:
MARC KOPLOWITZ ASSOCIATES
Barristers & Solicitors
2900 - 390 Bay Street
Toronto, Ontario
M5H 2Y2

FOR OFFICE USE ONLY

Fees and Tax

Registration Fee

Total

60

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 584

BY-LAW NO. 8

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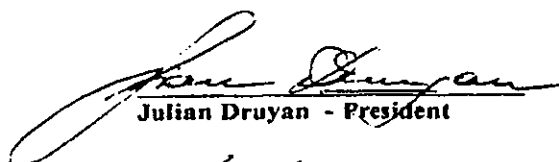
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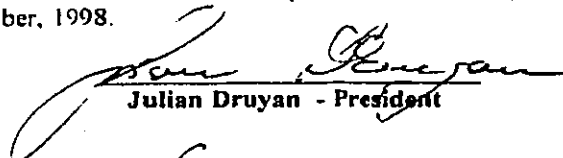
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Eva Friedrichkeit - Secretary

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Dated effective this 14th day of November, 2001.

**METROPOLITAN TORONTO CONDOMINIUM
CORPORATION NO. 584**

Per: 

Julian Druyan - President

Per: 

Eva Friedrichkeit - Secretary

We have authority to bind the Corporation.

