

YORK REGION CONDOMINIUM CORPORATION NO. 848

DECLARATION

**YORK REGION
CONDOMINIUM
CORPORATION**

No. 848

WOODBRIIDGE, ONTARIO

**YORK REGION
CONDOMINIUM CORPORATION
No. 848**

WOODBRIIDGE, ONTARIO

INDEX

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<p style="text-align: center; font-size: 1.2em;">LT0989020</p> <p style="text-align: center;">CERTIFICATE OF REGISTRATION CERTIFICAT D'ENREGISTREMENT YORK REGION (65) NEWMARKET LAND REGISTRAR/REGISTRATEUR</p> <p style="text-align: center; font-size: 1.1em;">'94 JUL 19 PM 3 12</p> <p style="text-align: center;"></p> <p style="font-size: 0.8em;">New Property Identifiers _____ Additional: See Schedule <input type="checkbox"/></p> <p style="font-size: 0.8em;">Executions _____ Additional: See Schedule <input type="checkbox"/></p>	<p>(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/></p>	<p>(2) Page 1 of 15 pages</p>	<p>Additional See Schedule</p>
	<p>(3) Property Identifier(s) _____ Block _____ Property _____</p>		
	<p>(4) Nature of Document DECLARATION (Condominium Act)</p>		
	<p>(5) Consideration _____ Dollars \$</p>		
	<p>(6) Description Part of Parcel 7-12, Section V-7 being Part of Lot 7, Concession 7, designated as Part 2 on Reference Plan 65R-17131 in the City of Vaughan, (Geographic Township of Vaughan Regional Municipality of York registered in the Land Registry Office for the Land Titles Division of York Region (No. 65)</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 type="checkbox"/></p>			

(8) This Document provides as follows:

Continued on Schedule

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

<p>(10) Party(ies) (Set out Status or Interest)</p> <p>Name(s) _____</p> <p>WOODBRIDGE VILLAGE RESIDENCES INC.</p>	<p>Signature(s) _____</p> <p>Per: _____</p> <p>TONI VARONE - PRESIDENT</p>	<p>Date of Signature Y M</p> <p>1994 07</p>
<p>"I have authority to bind the Corporation."</p>		

(11) Address for Service 3710 Chesswood Drive, Suite 201, Downsview, Ontario M3J 2W4

<p>(12) Party(ies) (Set out Status or Interest)</p> <p>Name(s) _____</p>	<p>Signature(s) _____</p>	<p>Date of Signature Y M</p>

(13) Address for Service

<p>(14) Municipal Address of Property</p>	<p>(15) Document Prepared by:</p> <p>GAMBIN ASSOCIATES Barristers and Solicitors 3300 Highway # 7 9th Floor Vaughan, Ontario L4K 4M3</p>	<p style="text-align: center; font-size: 0.8em;">Fees and Tax</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Registration Fee</td> <td style="width: 20%;"></td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td>Total</td> <td> </td> </tr> </table>	Registration Fee								Total	
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MADE PURSUANT TO THE CONDOMINIUM ACT

THIS DECLARATION (hereinafter called the "Declaration") is made and executed pursuant to the provisions of the Condominium Act, 1990, as amended from time to time, and the regulations made thereunder (all of which are hereinafter referred to as the "Act"). by:

WOODBIDGE VILLAGE RESIDENCES INC.

(hereinafter called the "Declarant")

WHEREAS the Declarant is the owner in fee simple of lands and premises situate in the City of Vaughan, in the Regional Municipality of York and being more particularly described in Schedule "A" and in the description submitted, herewith, by the Declarant for registration in accordance with the Act (the "description").

AND WHEREAS the Declarant has constructed three (3) buildings upon the said lands containing twenty-two (22) residential dwelling units.

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

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

PART ONE - INTRODUCTIONSECTION I - Definitions

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

- (a) Common Elements means all the property, except the units.
- (b) Common Interest means the interest in the common elements appurtenant to a unit.
- (c) Owner means the owner or owners of the freehold estate or estates in a unit and common interest, but does not include a mortgagee unless in possession.
- (d) Property means the land and interest appurtenant to the land described in the description and Schedule "A" annexed hereto, and includes any land and interests appurtenant to land that are added to the common elements.
- (e) Unit means a part or parts of the land included in the description and designated as a unit by the description and comprises the space enclosed by its boundaries and all the material parts of the land within this space in accordance with the Declaration and the description. For greater certainty, the definition of "unit" relating to the duties to repair and maintain under Sections 41 and 42 of the Act and this Declaration shall extend to all improvements made by the Declarant in accordance with its structural plans, notwithstanding that some of such improvements may be made after registration of the declaration.
- (f) Rules means rules passed by the board of directors (the "board") of the Corporation and becoming effective pursuant to section 29 of the Act.

SECTION II - Statement of Intention

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

SECTION III - Consent of Mortgagees

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

SECTION IV - Boundaries of Units and Monuments

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

SECTION V - Common Interest and Common Expenses Allocation

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 and common expenses shall be One Hundred (100%) per cent.

SECTION VI - Exclusive Use Common Elements

Subject to the provisions of the Act and the Declaration, the owner of each unit shall have the exclusive use of those parts of the common elements as set forth in Schedule "E" attached hereto.

SECTION VII - Mailing Address and Address for Service

The address for service and mailing address of the Corporation shall be:

3710 Chesswood Drive
Suite 201
Downsview, Ontario
M3J 2P6

or such other address as the Corporation may determine by resolution of the board.

PART TWO - SPECIFICATION OF COMMON EXPENSES

SECTION VIII - Meaning of Common Expenses

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

SECTION IX - Payment of Common Expenses

Each owner, including the Declarant, shall pay to the Corporation his proportionate share of the common expenses, and the assessment and collection of the contributions toward the common expenses may be regulated by the board pursuant to the by-laws of the Corporation.

SECTION X - Reserve Fund

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

SECTION XI - Certificate of Common Expenses

The Corporation shall provide a certificate and accompanying statement and information in accordance with Section 32(8) of the Act, and the regulations, and shall provide a duplicate thereof without additional charge if requested. The Corporation shall provide the Declarant, without any charge or fee, such certificate and accompanying statements and information that may be requested by or on behalf of the Declarant in connection with a sale or mortgage of a unit and which for the purposes of the Act shall be deemed to be furnished at the prospective purchaser's or mortgagee's request.

PART THREE - OCCUPATION AND USE OF COMMON ELEMENTS

SECTION XII - General Use

- (a) Each owner may make reasonable use of and has the right to occupy and enjoy the whole or any part of the common elements, including the exclusive use common elements designated to his unit in Schedule "F", subject to any conditions or restrictions set out in the Act, the Declaration, the Corporation's by-laws (the "by-laws") and the rules. However, no condition shall be permitted to exist and no activity shall be carried on in any unit or in the common elements that is likely to damage the property or that will unreasonably interfere with the use or enjoyment by other unit owners of the common elements and the other units.
- (b) No owner shall make any installation or any change or alteration to an installation upon the common elements, or maintain, decorate, alter or repair any part of the common elements without obtaining the written approval of the Corporation in accordance with the Act.

SECTION XIII - Restricted 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 a utilities area, building maintenance or storage area, manager's offices, an area for operating machinery, or any other parts of the common easements used for the care, maintenance or operation of the property. This Section shall not apply to any first mortgagee holding mortgages on at least ten (10%) per cent of the units, if exercising a right of access for purposes of inspection upon giving forty-eight (48) hours notice to the Corporation's building manager.

SECTION XIV - Modification of Common Elements and Assets

- (a) The Corporation may, by a vote of owners who own eighty (80%) per cent of the units, make any substantial addition, alteration or improvements to or renovation of the common elements, or may make any substantial change in the assets of the Corporation.
- (b) The Corporation may, by a vote of the majority of the owners, make any other addition, alteration or improvement to or renovation of the common elements, or may make any other change in the assets of the Corporation.
- (c) For the purposes of this Section, 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.

PART FOUR - OCCUPATION AND USE OF UNITS

SECTION XV - General Use

The occupation and use of the units shall be in accordance with the following restrictions and stipulations.

- (a) Each of the units shall be occupied and used only as private single family residences, and for no other purpose, as permitted from time to time by the zoning and restricted area by-laws of the City of Vaughan, and in accordance with the terms of the Declaration and by-laws of the Condominium Corporation, and for no other purpose; provided, however, that the foregoing shall not prevent the Declarant from completing the building and all improvements to the property, maintaining units as models for display and sale purposes, and otherwise maintaining construction offices, displays and signs in certain units and on the common elements for the purpose of promoting sales of units of this condominium project or any other condominium project being developed by the Declarant, its affiliates or associated entities until such time as the Declarant no longer requires same for such purpose.
- (b) No unit shall be occupied or used by any one in such a manner as to result in the cancellation or threat of cancellation of any policy of insurance referred to in the Declaration.
- (c) The owner of each unit shall comply with and shall require all residents, tenants, invites and licencees of his unit to comply with the Act, the Declaration, the by-laws and the rules.
- (d) No owner shall make any structural change or alteration to the exterior of his unit, without the consent of the board which may impose any reasonable condition on the owner before consenting to such change or alteration or may in its discretion withhold its consent.

PART FIVE - LEASING OF UNITS

SECTION XVI - Notification of Lease

- (a) Where the owner of a unit leases his unit, the owner shall notify the Corporation that the unit is leased and shall provide to the Corporation the lessee's name and the owner's address.
- (b) In addition, no owner shall lease his unit unless he delivers to the Corporation an agreement signed by the tenant, to the following effect:

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

- (c) Leases for units shall not be for less than one year in duration.

SECTION XVII - Tenant's Liability

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

SECTION XVIII - Owner's Liability

Any owner leasing his unit shall not be relieved hereby from any of his obligations with respect to the unit, which obligations shall be joint and several with his tenant.

PART SIX - MAINTENANCE AND REPAIRS AFTER DAMAGE

SECTION XIX - Maintenance and Repairs to Unit

- (a) Each owner shall maintain his unit, and, subject to the provisions of the Declaration, each owner shall repair his unit after damage, all at his own expense.
- (b) Each owner shall be responsible for all damages to any and all other units and to the common elements, which are caused by the failure of such owner to so maintain and repair his unit save and except for any such damages for which the cost of repairing same may be recovered under any policy of insurance held by the Corporation.
- (c) The Corporation shall make any repairs that an owner is obligated to make and that he does not make within a reasonable time after written notice is given to such owner by the Corporation. In such event, an owner shall be deemed to have consented to having repairs done to his unit by the Corporation. The owner shall reimburse the Corporation in full for the cost of such repairs, including any legal or collection costs incurred by the Corporation in order to collect the costs of such repairs, and all such costs shall bear interest at the rate of eighteen (18%) per cent per annum until paid by the owner. The Corporation may collect such costs in such installments as the board may decide upon, which installments shall be added to the monthly contributions towards the common expenses of such owner, after receipt of written notice from the Corporation thereof, and shall be treated in all respects as common expenses and recoverable as such.

SECTION XX - Maintenance and Repairs to Common Elements

The Corporation shall maintain and repair after damage the common elements. The Corporation shall have the right of access to the units for the purpose of inspecting, repairing and maintaining the common elements, the utilities and the servicing of the utilities whether or not such utilities are located within the common elements.

PART SEVEN - INSURANCE

SECTION XXI - Insurance Maintained by the Corporation

(a) Fire and Extended Risks

The Corporation shall obtain and maintain insurance against damage by fire and major perils as defined in the Act, and insurance against such other perils or events as the board may from time to time deem advisable in respect of its obligation to repair and in respect of the unit owners' interest in the units and common elements, and the unit owners' obligation to repair any damage to:

(i) the common elements;

(ii) personal property owned by the Corporation, excluding furnishings, furniture and other personal property supplied or installed by the owners; and

(iii) the units except for any improvements or betterments made or acquired by the unit owners;

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

(b) Public Liability and Boiler Insurance

The Corporation shall obtain and maintain public liability and property damage insurance, with limits to be determined by the board, insuring the Corporation against its liability resulting from breach of duty as occupier of the common elements, or arising from the ownership, use or operation, by or on its behalf, of machinery, pressure vessels and motor vehicles.

(c) General Provision re Policies of Insurance

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

(i) proceeds arising from any loss shall be payable to the insurance trustee, save and except that when the amount receivable from the Insurer for any loss arising out of any one occurrence does not exceed ten thousand (\$10,000.00) dollars the proceeds of such loss shall be payable to the Corporation and not to the insurance trustee;

(ii) waivers of subrogation against the Corporation, its manager, agents, employees and servants. and against the owners and any resident, tenant, invitee or licensee of a unit, except for damage arising out of arson and fraud caused by any one of the above;

(iii) such policy or policies of insurance shall not be canceled or substantially modified without at least sixty (60) days written notice sent by registered mail to all parties whose interests appear thereon, and to the insurance trustee;

(iv) waivers of any defence based on co-insurance or of invalidity arising from any act or omission, or breach of a statutory condition, by any insured;

(v) provision that the same shall be primary insurance in respect to any other insurance carried by the owner;

(vi) waiver of the insurer's option to repair, rebuild or replace in the event that after damage the government of the property is terminated pursuant to the Act.

SECTION XXII - General Provisions Regarding the Condominium Insurance

- (a) Prior to obtaining any policy or policies of insurance under this Part, or any renewal or renewals thereof, or at such other times as the board may deem advisable, the board shall obtain an appraisal from an independent qualified appraiser, of the full replacement cost of the property, for the purpose of determining the amount of insurance to be affected pursuant thereto, and the costs of such appraisals shall be a common expense; provided that no appraisal shall be necessary with respect to the initial policy or policies placed by the Declarant.
- (b) The Corporation, its board and its officers, shall have the exclusive right, on behalf of itself and as agents for the owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation and to give such releases as are required and any claimant, including the owner of a damaged unit, shall be bound by such adjustment. Provided, however, that the board may in writing, authorize an owner to adjust any loss to his unit.
- (c) Every mortgagee shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage. This paragraph (c) shall be read without prejudice to the right of any mortgagee to exercise the right of an owner to vote or to consent, if the mortgage itself contains such a provision.
- (d) 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 certificates or certified copies of new insurance policies shall be furnished to each mortgagee no later than ten (10) days before the expiry of any current insurance policy. The master 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.
- (e) 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 is provided in the Declaration.

SECTION XXIII - Indemnity Insurance

The Corporation may at the discretion of the board, obtain and maintain insurance for the benefit of directors or officers of the Corporation in order to indemnify them against any liability, cost, charge or expense liabilities" incurred by them in the execution of their duties, provided that such insurance shall not indemnify them against liabilities incurred by them as a result of a contravention of Section 24(1) of the Act.

SECTION XXIV - Insurance Maintained by the Individual Unit Owners

It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the Corporation and that the following insurance, or any other insurance if deemed necessary or desirable by any owner, may be obtained and maintained by such owner:

- (a) Insurance on any additions or improvements made by the owner of his unit and for furnishings, fixtures, equipment, decorating and personal property and chattels of the owner contained within this 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 this unit in the event of damage. Such policy or policies of insurance shall contain waivers of subrogation against the Corporation, its manager, agents, employees and servants, and against the other owners and any tenants, invitees or licensees or such other units, except for any damage arising from vehicle impact, arson and fraud caused or contributed by any of the above.
- (b) Public liability insurance covering any liability of any owner or any tenant, invitee or licensee of his unit, to the extent not covered by any public liability and properly damage insurance obtained and maintained by the Corporation and arising from each owner's ownership and/or use.

SECTION XXI - Indemnification by Owners

Each owner shall indemnify and save the Corporation harmless from any loss, costs, damage, injury or liability which the Corporation may suffer or incur resulting from or caused by any act or omission of such owner, or any tenant, invitee or licensees of his unit, to the common elements or to any unit, except for any loss, costs, damage, injury or liability insured against by the Corporation and further resulting from a contravention by such owner or by his tenants, invitees or licensees of any municipal, zoning or building by-law and regulations and of any rules of the Corporation (including legal costs incurred by the Corporation as between a solicitor and his client). All payments to be made pursuant to this Section are deemed to be additional contributions toward the common expenses payable by such owner and recoverable as such; such owner being responsible for 100% of such payment.

SECTION XXVI - Insurance Trust Agreement

The Corporation shall enter into and at all times maintain an Insurance Trust Agreement with a trust company, registered under the Loan and Trust Corporations Act, or a chartered bank. Such agreement shall provide that the trustee shall hold all insurance proceeds in trust and disburse the proceeds in satisfaction of the Corporation's and owners' respective obligations to repair in accordance with the provisions of the Act. Notwithstanding the foregoing, where insurance proceeds payable on any one loss, are less than ten thousand (\$10,000.00) dollars, such proceeds shall be paid directly to the Corporation and held in trust and disbursed by it as if it were acting as the insurance trustee upon the trustee's direction.

The Insurance Trust Agreement entered into by the Corporation at a time when the Declarant owns a majority of the units, shall terminate within twelve (12) months from the date of registration of the Declaration unless ratified within such twelve (12) month period by the board of directors elected at a time when the Declarant ceased to be the registered owner of a majority of the units. If the aforementioned Insurance Trust Agreement is not so ratified, then such new board shall enter into a new Insurance Trust Agreement with another trust company or chartered bank, so that an Insurance Trust Agreement will at all times be in existence and maintained by the Corporation. If ratified aforesaid, this Insurance Trust Agreement shall continue automatically from year to year until such time as the Corporation delivers written notice to the Insurance Trustee of its desire to terminate the Agreement.

PART EIGHT - GENERAL MATTERS

SECTION XXVII - Rights of Entry

- (a) The Corporation, or any insurer of the property or any part thereof, their respective agents, employees or authorized representatives of 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, for the purposes of making inspections, adjusting losses, making repairs, correcting any condition which violated the provisions of any insurance policy or policies, remedying any condition which might result in damage to the property or carrying out any duty imposed upon by the Corporation.
- (b) The Corporation, its agents, employees, authorized representatives and others authorized by the board shall have the right to enter any unit at all reasonable times and upon giving reasonable notice to install, maintain, repair or inspect any metering devices, installation or equipment necessary for the providing or monitoring of utilities or services to the other units or the common elements. In case of an emergency, any agent, employee or authorized representative of the Corporation may enter a unit at any time without notice, for the purpose of repairing the unit, common elements or any part of the common elements over which any owner has the exclusive use, or for the purpose of correcting any condition which might result in damage or loss to the property or any assets of the Corporation. The Corporation or anyone authorized by it may determine whether such an emergency exists.
- (c) If any owner, resident or tenant of a unit shall not be personally present to grant entry to such unit, 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 rights and authority hereby reserved to the Corporation, any insurer as aforesaid, and their respective agents, employees or authorized representatives, does not impose upon them any responsibility or liability whatsoever for the care or supervision of any unit except as specifically provided in the Declaration or the by-laws.

SECTION XXVIII - Invalidity

Each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity or enforceability of the remainder of this Declaration.

SECTION XXIX - Waiver

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

SECTION XXX - Notice

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

- (a) To an owner, by giving same to him or to any directors or officer, either personally or by ordinary mail, postage prepaid, addressed to him at the address for service given by such owner for the Corporation's record, or if no such address has been given to the Corporation, then to such owner at his respective unit.
- (b) To a mortgagee who has notified the Corporation of his interest in any unit, by giving same to such mortgagee or to any director or officer of such mortgagee, either personally or by ordinary mail, postage prepaid, addressed to such mortgagee at the address for service given by such mortgagee to the Corporation.
- (c) To the Corporation, by giving same to any director or officer of the Corporation, either personally or by ordinary mail, postage prepaid, addressed to the Corporation at its address for service.

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

SECTION XXXI - Construction of Declaration

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

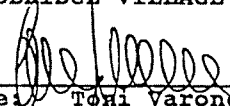
SECTION XXXII - Headings

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

DATED at the City of Vaughan, in the Regional Municipality of York, this /8 day of July, 1994.

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

WOODBIDGE VILLAGE RESIDENCES INC.



Name: Toni Varone c/s
Title: President

"I have authority to bind the Corporation."

SCHEDULE "A"

LEGAL DESCRIPTION


In the City of Vaughan, in the Regional Municipality of York, being Part of Parcel 7-12, Section V-7, being Part of Lot 7, Concession 7, Geographic Township of Vaughan, designated as Part 2 on Plan 65R-17131

In my opinion, based on the parcel register or abstract index and the plans and documents recorded in them, the legal description is correct, the easements described exist in law and the declarant is the registered owner of the land and appurtenant easements.

Dated this 14th day of July, 1994.

GAMBIN ASSOCIATES

Per:


CARLA TATANGELO

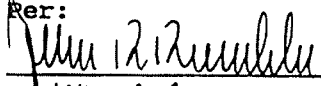
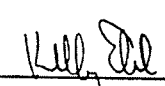
SCHEDULE "B"CONSENT OF MORTGAGEE UNDER CLAUSE B
SUBSECTION 1 OF 3 SECTION OF THE ACT

~~XX~~ Banca Commerciale Italiana of Canada, having a registered Charge within the meaning of Clause B of Subsection 1 of Section 3 of the Condominium Act registered as Number LT916602, in the Land Registry Office for the Land Titles Division of York Region No. 65 hereby consent to the registration of this Declaration pursuant to the Condominium Act against the land or interest appurtenant to the land described in the description.

Dated at Weston this 4th day of July, 1994

BANCA COMMERCIALE ITALIANA OF CANADA

Per:

 
 JOHN R. RASCHKE Kelly Ehler
 ASST. MGR. Senior Account Manager

"We have authority to bind the Corporation."

BOUNDARIES OF UNITS

The dwelling units are Units 1 to 22 both inclusive Level 1 and the monuments controlling the location and extent of these units are the physical surfaces more fully described as follows:

Each unit shall comprise the area within the heavy lines as shown on Part 1, Sheets 1 and 2 of the description with respect to the unit number indicated thereon. Without limiting the generality of the foregoing, the boundaries of each unit are as follows:

- (1) The unfinished surface of the concrete floor slab
- (2) The upper surface of the wooden subfloor in that portion of any floor extending beyond the floor below for Units 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22, Level 1
- (3) The backside or upper surface of ceiling drywall in the upper most floor
- (4) The unfinished unit side surfaces of the masonry wall in the basement
- (5) The backside surface of drywall
- (6) The unfinished unit side surfaces of exterior doors and door frames and the unit side surfaces of any glass panels
- (7) The unfinished unit side surface of window frames and the unit side surface of any glass panels therein
- (8) The backside surface and plane of garage door in a closed position


Fireplaces:

All fireplaces and all appurtenant apparatus located within Units 1, 3, 5, 10, 11, 13, 14, 15, 16, 17, 18, 19, 21 and 22 Level 1 are part of the unit excluding the flue whether within the herein defined units or outside.

Notwithstanding the foregoing:

1. Each and every glass panel in each and every window and/or door shall be excluded from the unit;
2. Any load bearing columns, load bearing walls or structural members of any load bearing wall shall be excluded from the unit;
3. Any pipes, wires, cables, conduits, ducts, shafts or public utility lines used for power, cable television, water or drainage which is within any wall or floor and provides any service or utility to more than one unit shall be excluded from the unit but the unit shall include any fixture, outlet or other facility with respect to any such service or utility which is within the boundaries of the unit and which services the unit only, except outlets and other facilities provided by a supplier of cable television service and owned by the supplier of the service, which shall not form part of the unit.

I certify that, to the best of my knowledge, the above monuments and boundaries correspond with the boundary specifications as shown on Part 1 of the Description.


.....
Wm. E. Bennett,
Ontario Land Surveyor

June 28, 1994
91299
WEB:kf



Wm. E. Bennett Surveying Ltd.
ONTARIO LAND SURVEYORS

SCHEDULE 'D'

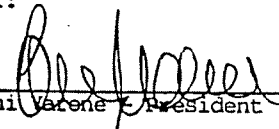
COMMON INTEREST AND COMMON EXPENSES

<u>Unit N°</u>	<u>Level N°</u>	<u>Proportions of Common Interest and Contributions to Common Expenses Expressed in Percentages</u>
1	1	0.0424
2	1	0.0424
3	1	0.0424
4	1	0.0424
5	1	0.0424
6	1	0.0424
7	1	0.0424
8	1	0.0425
9	1	0.0425
10	1	0.0425
11	1	0.0425
12	1	0.0425
13	1	0.0425
14	1	0.0498
15	1	0.0498
16	1	0.0498
17	1	0.0498
18	1	0.0498
19	1	0.0498
20	1	0.0498
21	1	0.0498
22	1	0.0498
Total:		100.0000

We verify that the above totals are correct.

Dated this 18 day of July, 1994.

Woodbridge Village Residences Inc.
Per:


Toni Varone, President

"I have authority to bind the Corporation."

June 28, 1994
91299
WEB:kf

SCHEDULE "E"COMMON EXPENSES

- (a) All expenses of the Corporation incurred by it in the performance of its objects and duties whether such objects and duties are imposed under the provisions of the Act, the Declaration, the by-laws or rules of the Corporation.
- (b) All sums of money payable by the Corporation for the obtaining and maintenance of any insurance coverage required or permitted by the Act or the Declaration.
- (c) All sums of money payable for utilities and services servicing the common elements including, without limiting the generality of the foregoing, monies payable on account of:
electricity; water; waste disposal; fuel; maintenance materials, tools and supplies.
- (d) All sums of money required by the Corporation for the acquisition or retention of real property for the use and enjoyment of the property, or for the acquisition, repair, maintenance or replacement of personal property for the use and enjoyment of the common elements.
- (e) All sums of money paid or payable by the Corporation for legal, engineering, accounting, auditing, expert appraising, maintenance, managerial and secretarial advice and services required by the Corporation in the performance of its objects and duties.
- (f) All sums of money paid or payable by the Corporation to any and all persons, firms or companies engaged or retained by it, its duly authorized agents, servants and employees for the purpose of performing any or all of the duties of the Corporation.
- (g) All sums of money assessed by the Corporation for the reserve fund to be paid by every owner as part of their contribution towards common expenses, for the major repair and replacement of common elements and assets of the Corporation.
- (h) All sums of money paid by the Corporation for any addition, alteration, improvement to or renovation of the common elements or assets of the Corporation.
- (i) All sums of money payable on account of realty taxes (including local improvement charges) levied against the property until such time as such taxes are levied against the individual units and against those parts of the common elements that are leased for business purposes upon which the lessee carries on an undertaking for gain.
- (j) The fees and disbursements of the insurance trustee.
- (k) The cost of any borrowing of money to carry out the objects and duties of the Corporation.
- (l) The cost of obtaining and maintaining fidelity bonds as provided in the by-laws of the Corporation, if any.

SCHEDULE 'F'

EXCLUSIVE USE PORTIONS
OF THE COMMON ELEMENTS

The owner of each unit shall have the exclusive use, subject to the provisions of the Declaration, the By-laws of the Corporation and any rules and regulations passed pursuant thereto, of the following areas:

(a) BALCONY

The wood balcony which directly adjoins and to which sole access is provided from Units 1, 2, 3, 4, 5, 6, 7, 14, 15, 16, 17, 18, 19, 20, 21 and 22, Level 1.

(b) FRONT YARDS

Front area located in front of the unit shown on Part 2, Sheet 1 of the description, identified by the number corresponding to the unit with the suffix 'A'.

(c) REAR YARDS

Rear area located behind the unit, shown on Part 2, Sheet 1 of the description, identified by the number corresponding to the unit with the suffix 'B'.

June 28, 1994
91299
WEB:kf



Wm. E. Bennett Surveying Ltd.
ONTARIO LAND SURVEYORS

SCHEDULE "A"

RULES AND REGULATIONS

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

1. The water closets and other water apparatus shall not be used for purposes other than those for which they are constructed and no sweepings, garbage, rubbish, rags, ashes or other substances shall be thrown therein. Any damage resulting to them from misuse or from unusual or unreasonable use shall be borne by the owner who, or whose family, guests, visitors, servants, clerks or agents, shall cause it.

2. No sign, advertisement or notice other than the usual signs offering a unit for sale or rent with dimensions not exceeding two (2) feet by three (3) feet shall be inscribed, painted, affixed or placed on any part of the inside or outside of the buildings or common elements whatsoever without the prior written consent of the board. Window finishings or treatments which are visible from outside the unit and which were installed by the Declarant shall not be removed or altered without the prior written consent of the board.

3. No awnings or shades shall be erected over and outside of the windows, balconies or patios without the prior written consent of the board, window finishings or treatments which are visible from outside the unit and which were installed by the Declarant, shall not be removed, or altered without the prior written consent of the board.

4. No owner shall do or permit anything to be done in his unit or bring or keep anything therein which will in any way increase the risk of fire or the rate of fire insurance on any building or on property kept therein or obstruct or interfere with the rights of other owners or in any way injure or annoy them or conflict with the laws relating to fire or with the regulations of the Fire Department or with any insurance policy carried by the Corporation or any owner or conflict with any of the rules and ordinances of the Board of Health or with any statute or municipal by-law.

5. Nothing shall be placed on the outside of window sills or projections without the prior written consent of the Board.

6. Water shall not be left running unless in actual use.

7. No owner shall place, leave or permit to be placed or left in or upon the common elements including those of which he has the exclusive use, any debris, refuse or garbage but shall directly carry same to or place same in any area designated by the Corporation as a garbage depository.

Such debris, refuse or garbage shall be contained in properly tied polyethylene or plastic garbage bags. Where such debris, refuse or garbage consists of packing cartons or crates, the owner shall arrange with the Manager for pick-up thereof and such packing cartons or crates shall not in any event be left outside the unit or in or upon the common elements.

8. Owners, their families, guests, visitors and servants shall not create or permit the creation of or continuation of any noise or nuisance which, in the opinion of the board or the Manager, may or does disturb the comfort or quiet enjoyment of the property by other owners, their families, guests, visitors, servants or persons having business with them.

9. Nothing shall be thrown out of the windows or doors of the building.

10. No animal, livestock or fowl other than a pet shall be kept on the property and no pet that is deemed by the board or Manager, in its absolute discretion, to be a nuisance shall be kept by any owner of any unit or in any other part of the property.

No dangerous animal or pet shall be permitted to be in or about any unit or the common elements at any time.

No pet shall be permitted to make excessive noise and for the purpose of this provision "excessive noise" shall be deemed to mean noise which is annoying or disturbing to other owners or residents, but nothing herein shall restrict the discretion of the board or Manager.

Unless within the confines of any unit, all pets shall be kept or held in hand by means of a lead, leash or chain and this provision shall be applicable to the whole of the common elements whether interior or exterior.

No pet shall be permitted to soil or damage any part of the common elements whether by waste, excrement or otherwise, and in the event of same, the owner of the pet shall make good any damage and effect the removal of any such excrement and save harmless the Corporation from any expense in connection therewith.

Any owner who keeps a pet on the property or any part thereof shall, within two (2) weeks of receipt of a written notice from the board or the Manager requesting the removal of such Pet, permanently remove such pet from the property.

11. Owners shall not overload existing electrical circuits.

12. No auction sale shall be held on the property.

13. No stores of coal or any combustible or offensive goods, provisions or materials shall be kept on the property.

14. No noise, caused by any instrument or other device or otherwise, which, in the opinion of the board, may be calculated to disturb the comfort of the other owners shall be permitted.

15. The sidewalks, entries, passageways, walkways and driveways used in common by the owners shall not be obstructed by any of the owners or used by them for any purpose other than for ingress and egress to and from their respective units.

16. No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window, door or those parts of the common elements over which the owner has exclusive use. Only seasonal furniture is allowed on balconies or patios. No hanging or drying of clothes is allowed on balconies or patios, and balconies and patios shall not be used for storage. The washing of balcony or patio floors shall be done in such manner so as not to allow water to fall over the sides of the balcony or patio floor. No barbecuing shall be permitted on balconies, patios or any part of the common elements.

17. No motor vehicle other than a private passenger automobile or station wagon shall be parked on any part of the common elements or in a parking unit (including any part thereof of which any owner may have the exclusive use) nor shall any repairs other than emergency repairs be made to any motor vehicle on the common elements or in a parking unit, and no motor vehicle shall be driven on any part of the common elements other than on a driveway or parking space.

18. No motor vehicle, trailer, boat, snowmobile, mechanical toboggan, machinery or equipment of any kind shall be parked on any part of the common elements other than on a designated parking space. Unit owners shall not park their vehicles in any area designated for guest parking.

Every owner, his family and guests, shall be obligated to park all motor vehicles only within the boundaries of the lands of the Condominium Corporation so as to prevent any parking problem on municipal streets adjacent to the Condominium lands. -

19. No television antenna, aerial, tower or similar structure and appurtenances thereto shall be erected on or fastened to the common elements or to any unit, except in connection with a common television cable system.

20. No one shall harm, mutilate, destroy, alter or litter any of the landscaping work on the property, including grass, trees, shrubs, hedges, flowers or flower beds. No one shall uproot existing plants, hedges, shrubs, or trees nor plant new shrubs, hedges or trees anywhere upon the common elements, exclusive use common elements without the prior written approval of the board.

21. No building or structure or tent shall be erected and no trailer, either with or without living, sleeping or eating accommodation shall be placed, located, kept or maintained on the common elements, except with the consent of the board.

22. Any loss, cost or damage incurred by the corporation by reason of a breach of any rules and regulations in force from time to time by any owner, his family, guests, servants, agents or occupants of his unit shall be borne by such owner and may be recovered by the corporation against such owner in the same manner as common expenses.

23. Household furniture and effects shall not be taken into or removed from any unit except at such times and in such manner as may have been previously consented to and approved by the board or its Manager, nor shall any heavy furniture be moved over floors or the halls, landings or stairs, so as to mark them.

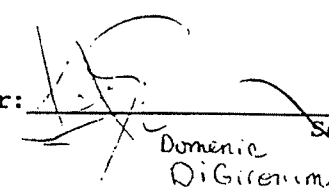
CONDOMINIUM ACT

C E R T I F I C A T E

YORK REGION CONDOMINIUM CORPORATION NO. 848 hereby certifies that the By-law Number 1 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 the said By-law Number 1 has not been amended and is in full force and effect.

DATED at the City of Vaughan, in the Regional Municipality of York, this 15th day of August, 1994.

YORK REGION CONDOMINIUM CORPORATION
NO. 848

Per:  Secretary
Dominic DiGeronimo

WOODRES\4CERT.CDM

<p style="text-align: center; font-size: 1.2em;">LT0994429</p> <p style="text-align: center;">CERTIFICATE OF INSTRUMENT CERTIFICAT D'INSTRUMENT YORK REGION (YR) NEWMARKET LAND REGISTRATION/REGISTRATION</p> <p style="text-align: center;">04 AUG 15 PM 4 17</p> <p style="text-align: center;"><i>[Signature]</i></p> <p>New Property Identifiers Additional: See Schedule <input type="checkbox"/></p> <p>Executions Additional: See Schedule <input type="checkbox"/></p>		<p>(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/> (2) Page 1 of _____ pages</p> <p>(3) Property Identifier(s) Block _____ Property _____ Additional: See Schedule <input type="checkbox"/></p> <p>(4) Nature of Document BY-LAW NUMBER 1 (CONDOMINIUM ACT)</p> <p>(5) Consideration Dollars \$ _____</p> <p>(6) Description All Units and Common Elements comprising the property included in York Region Condominium Plan No. 848, City of Vaughan, Regional Municipality of York. Land Registry Office for the Land Titles Division of York Region (No. 65) Newmarket.</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 type="checkbox"/></p>											
<p>(8) This Document provides as follows: <div style="text-align: center; padding: 20px;">See Schedule Attached</div></p>													
<p>(9) This Document relates to instrument number(s) _____ Continued on Schedule <input type="checkbox"/></p>													
<p>(10) Party(ies) (Set out Status or Interest) Name(s) _____ Signature(s) <i>[Signature]</i> Date of Signature Y M D YORK REGION CONDOMINIUM PLAN NO. 848 Per: <i>[Signature]</i> 1994 08 15 by its solicitors Carla Tatangelo GAMBIN ASSOCIATES</p>													
<p>(11) Address for Service c/o 3300 Highway No. 7, 9th floor, VAUGHAN, Ontario L4K 4M3</p>													
<p>(12) Party(ies) (Set out Status or Interest) Name(s) _____ Signature(s) _____ Date of Signature Y M D _____ _____ _____</p>													
<p>(13) Address for Service _____</p>													
<p>(14) Municipal Address of Property Multiple</p>		<p>(15) Document Prepared by: GAMBIN ASSOCIATES Barristres & Solicitors 3300 Highway No. 7 9th floor VAUGHAN, Ontario L4K 4M3 CT:CL</p>											
		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="2">Fees and Tax</th> </tr> <tr> <td style="width:50%;">Registration Fee</td> <td style="width:50%;"></td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td>Total</td> <td style="text-align: right;">24</td> </tr> </table>		Fees and Tax		Registration Fee						Total	24
Fees and Tax													
Registration Fee													
Total	24												

YORK REGION CONDOMINIUM CORPORATION NO. 848

BY-LAW NO. 1

BE IT ENACTED as a by-law of York Region Condominium Corporation No. 848 (hereinafter referred to as "the Corporation") as follows:

ARTICLE I

DEFINITIONS

The terms used herein shall have ascribed to them the definitions contained in the Condominium Act, 1990, as amended, and the Regulations made thereunder (all of which are hereinafter referred to as the "Act"), and the declaration.

ARTICLE II

SEAL

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

ARTICLE III

REGISTER

The Corporation shall maintain a record (hereinafter called the "Register") which shall note the name and address for service of the owner and mortgagee of each unit who has notified the Corporation of his entitlement to vote. The owner's address for service shall be the address shown for his unit and the mortgagee's address for service shall be the address shown for him on his mortgage registered in the Land Titles Office, unless the Corporation is given notice of a different address by such owner or mortgagee.

ARTICLE IV

MEETING OF MEMBERS

1. Annual Meetings

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

2. The First Meeting

The first annual general meeting shall be held not more than three (3) months after the registration of the declaration and description. The owners shall, at such first meeting, appoint one or more auditors to hold office until the close of the next annual meeting, and if the owners fail to do so, the board shall forthwith make such appointment. The remuneration of an auditor so appointed shall be fixed by the owners, or by the board if authorized to do so by the owners; but the remuneration of an auditor appointed by the board shall be fixed by the board. The Corporation shall then give notice in writing to an auditor of his appointment forthwith after such appointment is made.

3. Turnover Meeting

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

4. Special Meetings

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

5. Notices

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

6. Reports and Financial Statements

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

7. Persons Entitled to be Present

The only persons entitled to attend a meeting of owners shall be the owners and mortgagees entered on the register, any others entitled to vote thereat, the auditor of the Corporation, the directors and officers of the Corporation, others who, although not entitled to vote, are entitled or required under the provisions of the Act or the by-laws of the Corporation to be present at the meeting. Any other person may be admitted only on the invitation of the Chairman of the meeting or with the consent of a majority of those present at the meeting.

8. Quorum

At any meeting of owners, a quorum shall be constituted when persons entitled to vote and owning not less than thirty-three and one-third (33 1/3%) percent of the units are present in person or represented by proxy at such meeting. If thirty (30) minutes after the time appointed for the holding of any meeting of owners has elapsed and a quorum is not present, the meeting shall be dissolved and shall stand adjourned to the same time on the corresponding day, two weeks therefrom, at such place within the said municipality as the board shall determine. Notice of the time, day and place of the convening of such adjourned meeting shall be given not less than ten (10) days prior to the convening of such meeting.

9. Right to Vote

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

10. Method of Voting

At any annual, special or turnover meeting, any question shall be decided by a show of hands unless a poll is demanded by a person entitled to attend such meeting as aforesaid, and unless a poll is so demanded, a declaration by the Chairman that such question has by the show of hands been carried is prima facie proof of the fact, without proof of the number of

votes recorded in favour of, or against, any such question. A demand for a poll once given, may be withdrawn. Notwithstanding the above, the voting for the election of directors shall be by ballot only.

11. **Representatives**

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

12. **Proxies**

Every owner or mortgagee entitled to vote at meetings of owners, may, by instrument in writing, appoint a proxy, who need not be an owner or mortgagee, to attend and act at the meeting in the same manner, to the same extent, and with the same powers as if the owner or mortgagee were present himself. The instrument appointing a proxy shall be in writing signed by the appointer or his attorney authorized in writing. The instrument appointing a proxy shall be deposited with the Secretary of the meeting before any vote is cast under its authority.

13. **Co-owners**

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

14. **Votes to Govern**

At all meetings of owners every question shall, unless otherwise required by the Act, the declaration or the by-laws, be decided by the majority of the votes cast on the question, as set out in Paragraph 9 of this Article.

15. **Entitlement to Vote**

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

ARTICLE V

THE CORPORATION

1. **Duties of the Corporation**

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

- (a) controlling, managing and administering the common elements and the assets of the Corporation;

- (b) operating and maintaining the common elements in a fit and proper condition;
- (c) collecting the common expenses assessed against the owners;
- (d) supplying heat, hydro and water services to the common elements, if required, except where the Corporation is prevented from carrying out such duty by reason of any event beyond the reasonable control of the Corporation. If any apparatus or equipment used in effecting the supply of such heat, hydro or water at any time becomes incapable of fulfilling its function or is damaged or destroyed, the Corporation shall have reasonable time within which to repair or replace such apparatus and the Corporation shall not be liable for indirect or consequential damages or for damages for personal discomfort or illness by reasons of the breach of such duty;
- (e) obtaining and maintaining such insurance as may be required by the Act, the declaration or the by-laws;
- (f) repairing after damage and restoring the units and the common elements in accordance with the provisions of the Act, the declaration and the by-laws;
- (g) obtaining and maintaining fidelity bonds where obtainable in such amounts as the board may deem reasonable, for such officers and directors or employees as are authorized to receive or disburse any funds on behalf of the Corporation;
- (h) causing audits to be made after every year-end and making financial statements available to the owners and mortgagees in accordance with the Act and the by-laws;
- (i) effecting compliance by the owners with the Act, the declaration, the by-laws, and the rules;
- (j) pursuant to s.32 (8) of the Act, providing a certificate, and such statements and information as may be prescribed by the Act and its regulations, and the Corporation shall be entitled to a fee up to the maximum prescribed by the said regulations for providing same, and a duplicate thereof shall be provided without additional charge if requested, provided that the Corporation shall provide the Declarant with such certificate, statements and information in connection with a sale or mortgage of a unit without any charge or fee;

2. Powers of the Corporation

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

- (a) employment and dismissal of personnel necessary for the maintenance and operation of the common elements;
- (b) adoption and amendment of the rules concerning the operation and use of the property;
- (c) employing a manager at the compensation to be determined by the board, to perform such duties and services as the board shall authorize;
- (d) obtaining and maintaining fidelity bonds for any manager where deemed necessary by the board, and in such manner as the board may deem appropriate;

- (e) investing the monies held in the reserve fund or funds by the Corporation, provided that such investment shall be those permitted by The Trustee Act, Revised Statutes of Ontario, 1990, Chapter T.23, and amendments thereto, and convertible into cash in not more than ninety (90) days;
- (f) to settle, adjust, compromise or refer to arbitration any claim or claims which may be made upon or which may be asserted on behalf of the Corporation;
- (g) to borrow such amounts as in its discretion are necessary or desirable in order to protect, maintain, preserve or insure the due and continued operation of the property in accordance with the declaration and by-laws of the Corporation, and to secure any such loan by mortgage, pledge or charge of any assets owned by the Corporation and to add the repayment of such loan to the common expenses, each such borrowing or loan being subject to approval by the unit owners at a meeting duly called for the purpose;
- (h) to retain any securities or other real or personal property received by the Corporation, whether or not the same is authorized by any law, present or future, for the investment of trust funds;
- (i) to sell, convey, exchange, assign or otherwise deal with any real or personal property at any time owned by the Corporation at such price, on such terms, and in such manner as the Corporation in its sole discretion deems advisable, and to do all things and execute all documents required to give effect to the foregoing;
- (j) to lease, or to grant or transfer an easement or license through any part or parts of the common elements by way of a special by-law, except those parts of the common elements over which any owner has the exclusive use.

ARTICLE VI

BOARD OF DIRECTORS

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

2. Number and Quorum

Until amended by by-law, the number of directors shall be three (3) of whom two (2) shall constitute a quorum for the transaction of business at any meeting of the board. Notwithstanding vacancies, the remaining directors may exercise all the powers of the board so long as a quorum of the board remains in office.

3. Qualifications

Each director shall be eighteen (18) or more years of age and need not be an owner of a unit. No undischarged bankrupt or mentally incompetent person shall be a director, and if a director becomes a bankrupt or mentally incompetent person, he thereupon ceases to be a director.

4. Election and Term

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

5. Removal of Directors

A director may be removed before the expiration of his term by a vote of owners who together own a majority of units, and the owners may elect any qualified person in the place of any director who has been removed or has died or resigned, for the remainder of his term, at any annual or special meeting.

6. Filling of Vacancies

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

7. Calling of Meetings of the Board of Directors

Meetings of the board shall be held from time to time at such place and at such time and on such day as the President and Vice-President who is a director, or any two directors, may determine, and the Secretary shall call meetings when directly authorized by the President and by the Vice-President who is a director, or by any two directors. In addition to any other provision in the by-laws, a quorum of directors may at any time, call a meeting of the directors for the transaction of any business. Unless otherwise provided in the by-laws, notice of any meeting so called shall be given personally, by ordinary mail or by fax 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 Ontario for the time being in force) before the time when the meeting is to be held, save that no notice of a meeting shall be necessary if all the directors are present and consent to the holding of such meeting or if those absent have waived notice of the meeting or otherwise signified in writing their consent to the holding of such meeting.

8. Regular Meetings

The board may appoint a day or days in any month or months for regular meetings at a place and hour to be named. A copy of any resolution of the board fixing a place and time of

regular meetings of the board shall be sent to each director forthwith after being passed, but no other notice shall be required for any such meeting.

9. **First Meeting of New Board**

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

10. **Disclosure by Directors of Interest in Contracts**

Every director of the Corporation who has, directly or indirectly, any material interest in any material contract or transaction, to which the Corporation is or will be a party, other than one in which his interest is limited to his remuneration as a director, officer, employee, shall declare his interest in such contract or transaction at a meeting of the directors of the Corporation and shall, at that time, disclose the nature and extent of such interest, such director shall refrain from voting and shall not in respect of such contract or transaction, be counted in the quorum. A general notice to the board by a director declaring that he is a director or officer of, or has a material interest in, a person that is a party to a contract or proposed contract with the Corporation, is a sufficient declaration of interest in relation to any contract so made. If a director has made a declaration or disclosure of his interest, and has not voted in respect of the contract or transaction, then such director, if he was acting honestly and in good faith at the time of the contract or transaction was entered into, is not by reason only of his holding the office of director accountable to the Corporation or to its owners for any profit or gain realized from the contract or transaction, and such contract or transaction is not voidable by reason only of the director's interest therein.

11. **Standard of Care**

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

12. **Protection of Directors and Officers**

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

13. Indemnity of Directors and Officers

Every director or officer of the Corporation and his heirs, executors and administrators and estate respectively, shall at all times be indemnified and saved harmless out of the funds of the Corporation from and against:

- (a) any liability and all costs, charges and expenses which such director or officer sustains or incurs in respect of any action, suit or proceedings that is brought, commenced or prosecuted against him for or in respect of anything done or permitted by him in respect of the execution and the duties of his office;
- (b) all other costs, charges and expenses which he properly sustains or incurs in relation to the affairs of the Corporation;

unless the Act or the by-laws of the Corporation otherwise provide. The Corporation shall purchase and maintain insurance for the benefit of a director or officer in order to indemnify them against any liability, cost, charge or expense (the "liabilities") incurred by them in the execution of their duties provided that such insurance shall not indemnify them against the liabilities incurred by them as a result of a contravention of Section 24(1) of the Act.

ARTICLE VII

OFFICERS

1. Elected Officers

At the first meeting of the board, after each election of directors, the board shall elect from among its members a President. In default of such election, the then incumbent, if a member of the board, shall hold office until his successor is elected. A vacancy occurring from time to time in such office may be filled by the board from among its members.

2. Appointed Officers

From time to time the board shall appoint a Secretary and may appoint one or more Vice-Presidents, a General Manager, a Treasurer and such other officers as the board may determine, including one 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 person may hold more than one office and if the same person holds both the office of Secretary and the office of Treasurer he may be known as Secretary-Treasurer.

3. Term of Office

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

4. President

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

5. Vice-President

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

6. 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.

7. Secretary

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

8. Treasurer

The Treasurer shall keep or cause to be kept full and accurate books of account in which shall be recorded all receipts and disbursements of the Corporation and, under the direction of the board, he shall control the deposit of money, the safekeeping of securities and the disbursements of the funds of the Corporation. He shall render to the board at the meeting thereof, or whenever required of him, an account of all his transactions as Treasurer and of the financial position of the Corporation, and he shall perform such other duties as may from time to time be prescribed by the board. The offices of Secretary and Treasurer may be combined.

9. Other Officers

The duties of all other officers of the Corporation shall be such as the terms of their engagement call for or 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.

10. Agents and Attorneys

The board may have power from time to time to appoint agents or attorneys for the Corporation with such powers of management or otherwise (including the power to sub-delegate) as may be thought fit.

ARTICLE VIII

BANKING ARRANGEMENTS & CONTRACTS

1. Banking Arrangements

The banking business of the Corporation or any part thereof shall be transacted with such bank or trust company, as the board may designate, appoint or authorize from time to time by resolution, and all such banking business or any part thereof shall be transacted on the Corporation's behalf by such one or more officers or other persons as the board may designate, direct or authorize from time to time by resolution, and to the extent therein provided, including, without restricting the generality of the foregoing, the operation of the Corporation's accounts, the making, signing, drawing, accepting, endorsing, negotiating, lodging, depositing or transferring of any cheques, promissory notes, drafts, acceptances, bills of exchange and orders relating to any property of the Corporation; the execution of any agreement relating to any such banking business and defining the rights and powers of the parties hereto; and the authorizing of any officer of such banker to do any act or thing on the Corporation's behalf to facilitate such banking business.

2. Execution of Documents

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

ARTICLE IX

FINANCIAL

Until otherwise ordered by the board, the financial year of the Corporation shall end on the 31st day of December in each year or on such other day as the board by resolution may determine.

ARTICLE X

NOTICE

1. Method of giving notice by the Corporation

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

- (i) to an owner, by giving same to him, or to any director officer of the owner, either personally or by ordinary mail, postage prepaid, addressed to him at the address for service given by such owner for the Corporation's register, or if no such address has been given, then to such owner at his respective unit;

- (ii) to a mortgagee who has notified the Corporation of his interest, by giving same to him, or to any officer or director of such mortgagee, either personally or by ordinary mail, postage prepaid, addressed to such mortgagee at the address for service given by such mortgagee to the corporation;

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

2. Omissions and Errors

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

ARTICLE XI

ASSESSMENT AND COLLECTION OF COMMON EXPENSES

1. Duties of the Board Re Common Expenses

The common expenses as set forth in the Act and the declaration 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 designated in Schedule "D" of or elsewhere in the declaration. 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 shall allocate and assess such common expenses as set out in the budget for such period, among the owners, according to the proportions in which they are required to contribute to same, and such common expenses shall be payable monthly on the first day of each month during the fiscal year.

2. Duties of the Board Re Reserve Fund

In addition, the board shall make provisions for the reserve fund in the annual budget, for major repair and replacement of common elements, and assets of the Corporation. The Corporation shall establish and maintain this reserve fund, and shall collect from the owners as part of their contribution towards the common expenses, amounts that the board determines sufficient for such major repair and replacement, calculated on the basis of expected repair and replacement costs and life expectancy of the common elements and assets of the Corporation. The board shall advise each owner promptly in writing of the total amount of common expenses payable by each owner respectively, and shall give copies of each budget on which such common expenses are based to all owners and mortgagees entered on the register, in accordance with the by-laws of the Corporation.

3. Owner's obligations

Each owner shall be obliged to pay to the Corporation, or as it may direct, the amount of common expenses assessed against each owner, in equal monthly payments on the first day of each and every month for the twelve (12) month period or other period of time to which such assessment is applicable, until such time as a new assessment is given to such owner. If the board so directs, each owner shall forward to the Corporation forthwith a

series of twelve (12) post-dated cheques covering the monthly common expense payments payable during the period to which such assessment relates.

4. Extraordinary Expenditures

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

5. Conveyance of Unit

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

6. Default in Payment of Assessment

- (a) Arrears of payments required to be made under the provisions of this Article XI shall bear interest at a rate eighteen (18%) percent per annum and shall be compounded monthly until paid and shall be deemed to constitute a reasonable charge incurred by the Corporation in collecting the unpaid amounts within the meaning of the Act.
- (b) In addition to any remedies or liens provided by the Act, if any owner is in default in payment of a common expense assessment levied against him, for a period of fifteen (15) days, the board may bring legal action for or on behalf of Corporation to enforce collection thereof, and there shall be added to any amount found due, all costs of such action, including costs as between a solicitor and his own client.

ARTICLE XII

DEFAULT

1. Notice of Unpaid Common Expenses

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

2. Notice of Default

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

ARTICLE XIII

HOUSE RULES

1. Rules Governing the Use of Units and Common Elements

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

The rules and regulations attached hereto as Schedule "A" have been adopted by the board and shall be deemed to be effective thirty (30) days after notice thereof has been given to each owner, and which was given on the day succeeding registration of the declaration.

ARTICLE XIV

MISCELLANEOUS

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.

2. Gender

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

3. Waiver

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

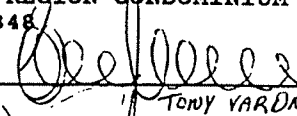
4. **Headings**

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


DATED at the City of Vaughan, this *15th* day of August, 1994.

YORK REGION CONDOMINIUM CORPORATION NO. 848, hereby enacts the foregoing by-law having been approved by the directors of the Corporation and confirmed without variation by the declarant which owns one hundred (100%) percent of the units pursuant to the provisions of the Condominium Act.

YORK REGION CONDOMINIUM CORPORATION
NO. 848



TONY VARDONE President



Secretary

SCHEDULE "A"

RULES AND REGULATIONS

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

1. The water closets and other water apparatus shall not be used for purposes other than those for which they are constructed and no sweepings, garbage, rubbish, rags, ashes or other substances shall be thrown therein. Any damage resulting to them from misuse or from unusual or unreasonable use shall be borne by the owner who, or whose family, guests, visitors, servants, clerks or agents, shall cause it.

2. No sign, advertisement or notice other than the usual signs offering a unit for sale or rent with dimensions not exceeding two (2) feet by three (3) feet shall be inscribed, painted, affixed or placed on any part of the inside or outside of the buildings or common elements whatsoever without the prior written consent of the board. Window finishings or treatments which are visible from outside the unit and which were installed by the Declarant shall not be removed or altered without the prior written consent of the board.

3. No awnings or shades shall be erected over and outside of the windows, balconies or patios without the prior written consent of the board, window finishings or treatments which are visible from outside the unit and which were installed by the Declarant, shall not be removed, or altered without the prior written consent of the board.

4. No owner shall do or permit anything to be done in his unit or bring or keep anything therein which will in any way increase the risk of fire or the rate of fire insurance on any building or on property kept therein or obstruct or interfere with the rights of other owners or in any way injure or annoy them or conflict with the laws relating to fire or with the regulations of the Fire Department or with any insurance policy carried by the Corporation or any owner or conflict with any of the rules and ordinances of the Board of Health or with any statute or municipal by-law.

5. Nothing shall be placed on the outside of window sills or projections without the prior written consent of the Board.

6. No owner shall place, leave or permit to be placed or left in or upon the common elements including those of which he has the exclusive use, any debris, refuse or garbage but shall directly carry same to or place same in any area designated by the Corporation as a garbage depository.

Such debris, refuse or garbage shall be contained in properly tied polyethylene or plastic garbage bags. Where such debris, refuse or garbage consists of packing cartons or crates, the owner shall arrange with the Manager for pick-up thereof and such packing cartons or crates shall not in any event be left outside the unit or in or upon the common elements.

7. Owners, their families, guests, visitors and servants shall not create or permit the creation of or continuation of any noise or nuisance which, in the opinion of the board or the Manager, may or does disturb the comfort or quiet enjoyment of the property by other owners, their families, guests, visitors, servants or persons having business with them.

8. Nothing shall be thrown out of the windows or doors of the building.

9. No animal, livestock or fowl other than a pet shall be kept on the property and no pet that is deemed by the board or Manager, in its absolute discretion, to be a nuisance shall be kept by any owner of any unit or in any other part of the property.

No dangerous animal or pet shall be permitted to be in or about any unit or the common elements at any time.

No pet shall be permitted to make excessive noise and for the purpose of this provision "excessive noise" shall be deemed to mean noise which is annoying or disturbing to other owners or residents, but nothing herein shall restrict the discretion of the board or Manager.

Unless within the confines of any unit, all pets shall be kept or held in hand by means of a lead, leash or chain and this provision shall be applicable to the whole of the common elements whether interior or exterior.

No pet shall be permitted to soil or damage any part of the common elements whether by waste, excrement or otherwise, and in the event of same, the owner of the pet shall make good any damage and effect the removal of any such excrement and save harmless the Corporation from any expense in connection therewith.

Any owner who keeps a pet on the property or any part thereof shall, within two (2) weeks of receipt of a written notice from the board or the Manager requesting the removal of such Pet, permanently remove such pet from the property.

10. No auction sale shall be held on the property.

11. No stores of coal or any combustible or offensive goods, provisions or materials shall be kept on the property.

12. No noise, caused by any instrument or other device or otherwise, which, in the opinion of the board, may be calculated to disturb the comfort of the other owners shall be permitted.

13. The sidewalks, entries, passageways, walkways and driveways used in common by the owners shall not be obstructed by any of the owners or used by them for any purpose other than for ingress and egress to and from their respective units.

14. No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window, door or those parts of the common elements over which the owner has exclusive use. Only seasonal furniture is allowed on balconies or patios. No hanging or drying of clothes is allowed on balconies or patios, and balconies and patios shall not be used for storage. The washing of balcony or patio floors shall be done in such manner so as not to allow water to fall over the sides of the balcony or patio floor. No barbecuing shall be permitted on common area save and except for exclusive use common area.

15. No motor vehicle other than a private passenger automobile or station wagon shall be parked on any part of the common elements or in a parking unit (including any part thereof of which any owner may have the exclusive use) nor shall any repairs other than emergency repairs be made to any motor vehicle on the common elements or in a parking unit, and no motor vehicle shall be driven on any part of the common elements other than on a driveway or parking space.

16. No motor vehicle, trailer, boat, snowmobile, mechanical toboggan, machinery or equipment of any kind shall be parked on any part of the common elements other than on a designated parking space. Unit owners shall not park their vehicles in any area designated for guest parking.

Every owner, his family and guests, shall be obligated to park all motor vehicles only within the boundaries of the lands of the Condominium Corporation so as to prevent any parking problem on municipal streets adjacent to the Condominium lands.

17. No television antenna, aerial, tower or similar structure and appurtenances thereto shall be erected on or fastened to the common elements or to any unit, except in connection with a common television cable system.

18. No one shall harm, mutilate, destroy, alter or litter any of the landscaping work on the property, including grass, trees, shrubs, hedges, flowers or flower beds. No one shall uproot existing plants, hedges, shrubs, or trees nor plant new shrubs, hedges or trees anywhere upon the common elements, exclusive use common elements without the prior written approval of the board.

19. No building or structure or tent shall be erected and no trailer, either with or without living, sleeping or eating accommodation shall be placed, located, kept or maintained on the common elements, except with the consent of the board.

20. Any loss, cost or damage incurred by the corporation by reason of a breach of any rules and regulations in force from time to time by any owner, his family, guests, servants, agents or occupants of his unit shall be borne by such owner and may be recovered by the corporation against such owner in the same manner as common expenses.

21. Household furniture and effects shall not be taken into or removed from any unit except at such times and in such manner as may have been previously consented to and approved by the board or its Manager, nor shall any heavy furniture be moved over floors or the halls, landings or stairs, so as to mark them.

<p style="text-align: center; font-size: 1.2em;">LT0994430</p> <p style="text-align: center;">CERTIFICATE OF REGISTRATION CERTIFICAT D'ENREGISTREMENT YORK REGION (65) NEWMARKET AND REGISTRATION DISTRICTS</p> <p style="text-align: center; font-size: 1.1em;">'94 AUG 15 PM 4 17</p> <p style="text-align: center; font-size: 1.5em;"><i>asb</i></p> <p>New Property Identifiers Additional: See Schedule <input type="checkbox"/></p> <p>Executions Additional: See Schedule <input type="checkbox"/></p>	(1) Registry <input type="checkbox"/>	Land Titles <input checked="" type="checkbox"/>	(2) Page 1 of _____ pages												
	(3) Property Identifier(s) Block Property														
	(4) Nature of Document BY-LAW NUMBER 2 (CONDOMINIUM ACT)														
	(5) Consideration <div style="text-align: right;">Dollars \$</div>														
(6) Description All Units and Common Elements comprising the property included in York Region Condominium Plan No. 848, City of Vaughan, Regional Municipality of York Land Registry Office for the Land Titles Division of York Region (No. 65) Newmarket.															
(7) This Document Contains: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> </div> <div style="width: 50%;"> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input type="checkbox"/> </div> </div>															
(8) This Document provides as follows: <div style="text-align: center; padding: 20px;">See Schedule Attached</div> <div style="text-align: right; font-size: 0.8em;">Continued on Schedule <input type="checkbox"/></div>															
(9) This Document relates to instrument number(s)															
(10) Party(ies) (Set out Status or Interest) <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> Name(s) YORK REGION CONDOMINIUM PLAN NO. 848 by its solicitors GAMBIN ASSOCIATES </div> <div style="width: 35%;"> Signature(s) <div style="text-align: center; font-size: 1.2em;"><i>Carla Tatangelo</i></div> Per: Carla Tatangelo </div> <div style="width: 5%;"> Date of Signature Y M D 1994 08 15 </div> </div>															
(11) Address for Service c/o 3300 Highway No. 7, 9th floor, VAUGHAN, Ontario L4K 4M3															
(12) Party(ies) (Set out Status or Interest) <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> Name(s) </div> <div style="width: 35%;"> Signature(s) </div> <div style="width: 5%;"> Date of Signature Y M D </div> </div>															
(13) Address for Service															
(14) Municipal Address of Property Multiple	(15) Document Prepared by: GAMBIN ASSOCIATES Barristers & Solicitors 3300 Highway No. 7 9th floor VAUGHAN, Ontario L4K 4M3 CT:CL														
<div style="writing-mode: vertical-rl; transform: rotate(180deg); font-size: 0.8em;">FOR OFFICE USE ONLY</div>			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center; font-size: 0.8em;">Fees and Tax</th> </tr> <tr> <td style="width: 60%; font-size: 0.8em;">Registration Fee</td> <td style="width: 40%;"></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td style="text-align: right; font-size: 0.8em;">Total</td> <td style="text-align: center; font-size: 1.2em;">43</td> </tr> </table>	Fees and Tax		Registration Fee								Total	43
Fees and Tax															
Registration Fee															
Total	43														

CONDOMINIUM ACT

C E R T I F I C A T E

YORK REGION CONDOMINIUM CORPORATION NO. 848 hereby certifies that the By-law Number 2 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 the said By-law Number 2 has not been amended and is in full force and effect.

DATED at the City of Vaughan, in the Regional Municipality of York, this 15 day of August, 1994.

YORK REGION CONDOMINIUM CORPORATION
NO. 848

Per: _____

Secretary

Domenik DiGeronimo

BY-LAW NO.2

BE IT ENACTED as a By-Law of YORK REGION CONDOMINIUM CORPORATION NO. 848 (hereinafter referred to as the "Corporation")

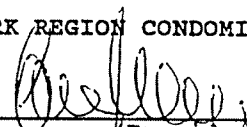
The Directors of the Corporation may from time to time:

- (a) borrow money on the credit of the Corporation;
- (b) charge, mortgage, hypotechate or pledge all or any of the real or personal property of the corporation including book debts and unpaid calls, rights, powers, franchises and undertakings to secure any such securities or any money borrowed or other debts or any obligation or liability of the corporation;
- (c) delagate to such one or more of the officers and directors of the corporation as may de designated by the directors all or any of the powers conferred by the foregoing clauses of this By-Law to such extent and in such manner as the directors shall determine at the time of such delegation;
- (d) give indemnities to any director or other person who has undertaking or is about to undertake any liability on behalf of the corporation or any corporation controlled by it, and secure any such director or together person against loss by giving him by way of security a mortgage or charge upon the whole or any part of the real and personal property, undertaking and rights of the corporation.
- (e) provide that any borrowing which would result in total borrowing aggregating more than FIVE THOUSAND (\$5,000.00) DOLLARS shall require the approval of the owners owing a majority of the units at a duly called meeting of the owners.

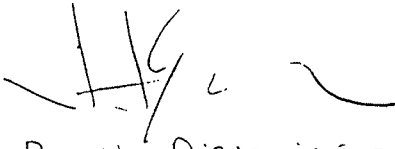
YORK REGION CONDOMINIUM CORPORATION NO. 848 hereby enacts the foregoing by-law having been duly approved by the directors of the Corporation and confirmed without variation by the declarant which owns one hundred (100%) per cent of the units pursuant to the provisions of the Condominium Act.

DATED at the City of Vaughan this 15 day of August, 1994.

YORK REGION CONDOMINIUM CORPORATION NO. 848


TONY HAROUZ - President

WOODRES\BYLAW2.COM


Domenic DiGeronimo - Secretary

CONDOMINIUM ACT

C E R T I F I C A T E

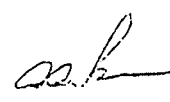
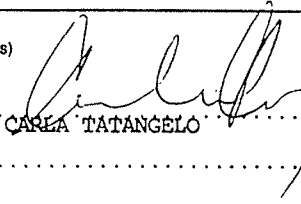
YORK REGION CONDOMINIUM CORPORATION NO. 848 hereby certifies that the By-law Number 3 attached hereto was made in accordance with the Condominium Act, being Chapter 84 of the Revised Statutes of Ontario, 1980, and any amendments thereto, the Declaration and the By-laws of the Corporation, and the said By-law Number 3 has not been amended and is in full force and effect.

DATED at the City of Vaughan, in the Regional Municipality of York, this 15 day of August, 1994.

YORK REGION CONDOMINIUM CORPORATION
NO. 848

Per: 

Secretary

<div style="text-align: center; font-size: 1.2em; font-weight: bold; margin-bottom: 10px;">LT0994703</div> <div style="text-align: center; font-size: 0.8em; margin-bottom: 20px;">CERTIFICATE OF REGISTRATION CERTIFICAT D'ENREGISTREMENT YORK REGION (65) NEWMARKET LAND REGISTRATION DISTRICT</div> <div style="text-align: center; font-size: 1.1em; margin-bottom: 20px;">'94 AUG 16 PM 2 21</div> <div style="text-align: center; font-size: 1.5em; margin-bottom: 20px;"></div> <div style="display: flex; justify-content: space-between;"><div style="width: 45%;">New Property Identifiers</div><div style="width: 50%; text-align: right;">Additional: See Schedule <input type="checkbox"/></div></div> <div style="display: flex; justify-content: space-between;"><div style="width: 45%;">Executions</div><div style="width: 50%; text-align: right;">Additional: See Schedule <input type="checkbox"/></div></div>		<div style="display: flex; justify-content: space-between;"><div>(1) Registry <input type="checkbox"/></div><div>Land Titles <input checked="" type="checkbox"/></div><div>(2) Page 1 of 12 pages</div></div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"><div>(3) Property Identifier(s)</div><div>Block</div><div>Property</div><div style="text-align: right; font-size: 0.8em;">Additional: See Schedule</div></div> <div style="margin-top: 5px;">(4) Nature of Document BY-LAW NUMBER 3 (CONDOMINIUM ACT)</div> <div style="margin-top: 5px;">(5) Consideration <div style="text-align: right;">Dollars \$</div></div> <div style="margin-top: 5px;">(6) Description All Units and Common Elements comprising the property included in York Region Condominium Plan No. 848 City of Vaughan, Regional Municipality of York Land Registry Office for the Land Titles Division of York Region (No. 65) Newmarket.</div>										
		(7) This Document Contains: <div style="display: flex; justify-content: space-between; font-size: 0.8em;"><div>(a) Redescription New Easement Plan/Sketch <input type="checkbox"/></div><div>(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input type="checkbox"/></div></div>										
		(8) This Document provides as follows: <div style="text-align: center; padding: 20px 0;">See Schedule Attached</div>										
		(9) This Document relates to instrument number(s)										
		(10) Party(ies) (Set out Status or Interest) <div style="display: flex; justify-content: space-between; align-items: flex-start;"><div style="width: 45%; border-bottom: 1px solid black; padding-bottom: 5px;">Name(s) YORK REGION CONDOMINIUM PLAN NO. 848 by its solicitors GAMBIN ASSOCIATES</div><div style="width: 45%; border-bottom: 1px solid black; padding-bottom: 5px;">Signature(s) Per:  CARLA TATANGELO</div><div style="width: 10%; border-bottom: 1px solid black; padding-bottom: 5px;">Date of Signature Y M 1994 08</div></div>										
(11) Address for Service c/o 3300 Highway No. 7, 9th floor, VAUGHAN, Ontario L4K 4M3												
(12) Party(ies) (Set out Status or Interest) <div style="display: flex; justify-content: space-between; align-items: flex-start;"><div style="width: 45%; border-bottom: 1px solid black; padding-bottom: 5px;">Name(s)</div><div style="width: 45%; border-bottom: 1px solid black; padding-bottom: 5px;">Signature(s)</div><div style="width: 10%; border-bottom: 1px solid black; padding-bottom: 5px;">Date of Signature Y M</div></div>												
(13) Address for Service												
(14) Municipal Address of Property Multiple	(15) Document Prepared by: GAMBIN ASSOCIATES Barristers & Solicitors 3300 Highway No. 7 9th floor VAUGHAN, Ontario L4K 4M3 CT:CL	Fees and Tax <table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 70%;">Registration Fee</td><td style="width: 30%;"></td></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td>Total</td><td style="text-align: center; font-size: 1.2em;">47</td></tr></table>	Registration Fee								Total	47
Registration Fee												
Total	47											

BY-LAW NO. 3

a By-law respecting the appointment of an Insurance Trustee

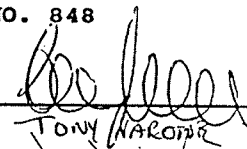
BE IT ENACTED as a By-law of York Region Condominium Corporation No. 848 (hereinafter referred to as "the Corporation") as follows:

1. The Corporation shall at all times employ an Insurance Trustee.
2. The Insurance Trustee shall be entitled to such compensation and shall perform such duties and services as the board of directors of the Corporation shall, from time to time, determine.
3. The Corporation hereby employs Canada Trust Company to be such Insurance Trustee, on the terms and conditions and at the compensation as more particularly set forth in the Insurance Trust Agreement, a copy of which is annexed hereto as Schedule "A".
4. All prior by-laws, resolutions and proceedings of the Corporation inconsistent herewith are hereby repealed, revoked and rescinded in order to give full force and effect to each and every provision of this by-law.

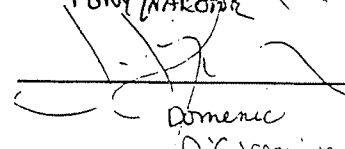
YORK REGION CONDOMINIUM CORPORATION NO. 848 hereby enacts the foregoing by-law having been duly approved by the directors of the Corporation and confirmed without variation by the declarant which owns one hundred (100%) per cent of the units pursuant to the provisions of the Condominium Act.

DATED at the City of Vaughan this 15th day of August, 1994.

YORK REGION CONDOMINIUM CORPORATION
NO. 848



TONY KAROM, President



Domenico DiGeronimo, Secretary

4

INSURANCE TRUST AGREEMENT

THIS AGREEMENT made in duplicate, this day of August, 1994.

B E T W E E N:

YORK REGION CONDOMINIUM CORPORATION NO. 848

(hereinafter called the "Settlor")

OF THE FIRST PART;

- and -

THE CANADA TRUST COMPANY,

(hereinafter called the "Trustee")

OF THE SECOND PART.

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

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

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

ARTICLE I
DEFINITIONS

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

ARTICLE II
APPOINTMENT OF TRUSTEE

The Settlor doth hereby appoint the Trustee to act as Trustee for the purposes set forth in this Agreement and pursuant to the provisions of the declaration and by-laws of the Settlor, copies of which are submitted herewith to the Trustee.

ARTICLE III
PAYMENT BY TRUSTEE

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