Atrens-Counsel
Insurance Brokers
Part of Arthur J. Gallagher Canada Limited

CERTIFICATE OF INSURANCE

This is to certify that insurance described below has been effected with the Insurer(s) shown, subject to the terms and conditions of the policy applicable.

NAMED INSURED: YORK REGION CONDOMINIUM CORPORATION NO. 585

ADDITIONAL NAMED INSUREDS: ALL REGISTERED UNIT OWNERS FROM TIME TO TIME AND ALL REGISTERED MORTGAGEES FROM TIME TO TIME

PROPERTY INSURED: 7420 Bathurst Street
Thornhill, Ontario
L4J 6X4

TERM: May 29, 2020 TO May 29, 2021

COMMERCIAL PACKAGE POLICY NO. 81733613

PROPERTY:

Form: Comprehensive All Risk Policy
Amount of Insurance: $93,359,103.00

Deductibles:	$ 10,000.00	STANDARD	
	$ 25,000.00	SEWER BACKUP	
	$ 25,000.00	WATER	
	$ 25,000.00	FLOOD	
	$ 100,000.00	EARTHQUAKE	
Company:	Aviva Insurance Company of Canada		35%
	Wawanesa Insurance		30%
	Novex Insurance Company		35%

COMPREHENSIVE GENERAL LIABILITY:

Aviva	Limit of Liability:	$5,000,000.00
Novex	Excess Limit of Liability:	$5,000,000.00

DIRECTORS AND OFFICERS LIABILITY:

Aviva	Limit of Liability:	$5,000,000.00
Novex	Excess Limit of Liability:	$5,000,000.00

EQUIPMENT BREAKDOWN INSURANCE:

Limit per Accident:	$93,359,103.00
Company:	Aviva Insurance Company of Canada
Policy Number:	**81638409-1485**

This document is furnished as a matter of courtesy and only as information of the fact that Policies have been concurrently prepared.
It is not a contract, confers no right upon any person and imposes no liability on the Insuring Companies.
A photocopy of this executed Certificate may be relied upon to the same extent as if it were an original executed certificate.

ATRENS-COUNSEL INSURANCE BROKERS
Part of Arthur J. Gallagher Canada Limited

Date: May 20, 2020

Authorized Representative

YORK REGION CONDOMINIUM CORPORATION NO. 585

FINANCIAL STATEMENTS

FOR THE YEAR ENDED MAY 31, 2020

YORK REGION CONDOMINIUM CORPORATION NO. 585

FOR THE YEAR ENDED MAY 31, 2020

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Blumenfeld, Woznica & Co.
Chartered Accountants

3300 Steeles Avenue West, Suite 201
Concord, Ontario L4K 2Y4

INDEPENDENT AUDITOR'S REPORT

To the Owners of York Region Condominium Corporation No. 585

Opinion

We have audited the financial statements of York Region Condominium Corporation No. 585 (the Corporation), which comprise the statement of financial position as at May 31, 2020, the statements of operations and changes in fund balances of the operating, reserve and contingency funds, the statement of cash flows, and the schedule to the financial statements for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of York Region Condominium Corporation No. 585 as at May 31, 2020, and the results of its operations and its cash flows for the year then ended in accordance with Canadian accounting standards for not-for-profit organizations.

Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of our report. We are independent of the Corporation in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with Canadian accounting standards for not-for-profit organizations and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Corporation's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Corporation or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Corporation's financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

Blumenfeld, Woznica & Co.
Chartered Accountants

3300 Steeles Avenue West, Suite 201
Concord, Ontario L4K 2Y4

INDEPENDENT AUDITOR'S REPORT

Auditor's Responsibilities for the Audit of the Financial Statements (continued)

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Corporation's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Corporation's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Corporation to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Blumenfeld, Woznica & Co.

Chartered Accountants
Licensed Public Accountants
October 22, 2020
Concord, Ontario

YORK REGION CONDOMINIUM CORPORATION NO. 585

Statement of Financial Position

As at May 31, 2020

Assets

	2020	2019
Current		
Cash and cash equivalents - operating fund	378,940	279,234
Cash and cash equivalents - reserve fund	469,347	510,378
Reserve fund investments - note 3	3,219,289	3,459,054
Accounts receivable	10,081	1,155
Due from operating fund	-	3,148
Prepaid expenses	67,776	4,181
Total assets	4,145,433	4,257,150

Liabilities and Fund Balances

Current		
Accounts payable and accrued liabilities - operating fund	227,661	84,119
Accounts payable and accrued liabilities - reserve fund	236,521	13,804
Due to reserve fund	-	3,148
Total liabilities	464,182	101,071
Fund balances		
Operating fund	114,127	82,303
Reserve fund - note 4	3,452,124	3,958,776
Contingency fund	115,000	115,000
Total fund balances	3,681,251	4,156,079
Total liabilities and fund balances	4,145,433	4,257,150

On behalf of the Board:

Director _____

Director _____

See accompanying notes

YORK REGION CONDOMINIUM CORPORATION NO. 585

Statement of Operations and Changes in Fund Balances - Operating Fund

For the Year Ended May 31, 2020

	(note 8) 2020 Budget	2020 Actual	2019 Actual
Revenue:			
Owners' assessment	1,953,959	1,953,954	1,996,268
Less: transfer to reserve fund	(650,100)	(650,100)	(830,253)
Owners' transfer to operating fund	1,303,859	1,303,854	1,166,015
Sundry income	-	9,414	12,409
Total operating fund revenue	1,303,859	1,313,268	1,178,424
Common expenses (schedule):			
Operating expenses	496,628	518,005	435,350
Administrative expenses	207,462	203,062	202,254
Utilities	547,777	503,229	492,688
On-site personnel	51,992	57,148	52,599
Total common expenses	1,303,859	1,281,444	1,182,891
Excess (deficiency) of revenue over expenses	-	31,824	(4,467)
Fund balance, beginning of the year		82,303	86,770
Fund balance, end of the year		114,127	82,303

See accompanying notes

YORK REGION CONDOMINIUM CORPORATION NO. 585

Statement of Operations and Changes in Fund Balances - Reserve Fund

For the Year Ended May 31, 2020

	2020	2019
Revenue		
Owners' transfer to the reserve fund - note 4	650,100	830,253
Investment income	70,847	70,370
Total revenue	720,947	900,623
Major repairs and replacements - note 4		
Whirlpool and recreation facilities	9,988	100,730
Fence	62,839	17,741
Garage repairs	451,992	23,525
Doors and windows	46,797	86,471
Electrical	27,196	38,972
HVAC	2,288	25,227
Ramp	146,448	-
Security and fire alarm	1,639	-
Domestic water and plumbing	8,429	-
Waste room and compactor	45,914	-
Waterproofing	93,220	-
Building automation system	131,532	-
Lobby and party room renovation	5,791	-
Leak repairs	8,220	-
Asphalt paving	185,306	-
Reserve fund study	-	6,608
Total major repairs and replacements	1,227,599	299,274
Excess (deficiency) of revenue over expenditures for the year	(506,652)	601,349
Fund balance, beginning of the year	3,958,776	3,357,427
Fund balance, end of the year	3,452,124	3,958,776

YORK REGION CONDOMINIUM CORPORATION NO. 585

Statement of Operations and Changes in Fund Balances - Contingency Fund

For the Year Ended May 31, 2020

	2020	2019
Fund balance, beginning of the year	115,000	115,000
Transfer from operating fund	-	-
Fund balance, end of the year	115,000	115,000

See accompanying notes

YORK REGION CONDOMINIUM CORPORATION NO. 585

Statement of Cash Flows

For the Year Ended May 31, 2020

	2020	2019
Cash flows from operating activities		
Owners' transfer for:		
Operating fund	1,303,854	1,166,015
Reserve fund	650,100	830,253
Investment and other income	80,261	82,779
Common expenses	(1,281,444)	(1,182,891)
Major repairs and replacements	(1,227,599)	(299,274)
	(474,828)	596,882
Net changes in non-cash working capital items:		
Accounts receivable	(8,926)	6,250
Prepaid expenses	(63,595)	(2,013)
Accounts payable and accrued liabilities	366,259	(88,322)
Cash flows from operating activities	(181,090)	512,797
Cash flows from investing activities		
Change in reserve fund investments	239,765	(1,741,144)
Cash flows from investing activities	239,765	(1,741,144)
Net increase (decrease) in cash and cash equivalents	58,675	(1,228,347)
Cash and cash equivalents - beginning of the year	789,612	2,017,959
Cash and cash equivalents - end of the year	848,287	789,612
Represented by:		
Cash and cash equivalents - operating	378,940	279,234
Cash and cash equivalents - reserve	469,347	510,378
	848,287	789,612

See accompanying notes

YORK REGION CONDOMINIUM CORPORATION NO. 585

Schedule to the Financial Statements

For the Year Ended May 31, 2020

	(note 8) 2020 Budget	2020 Actual	2019 Actual
Operating expenses:			
Elevator	20,000	16,043	16,775
Pest control	4,800	4,269	5,003
Security	121,000	113,789	110,892
Cleaning	106,264	91,238	91,069
Access control	9,600	12,489	10,065
HVAC	52,975	66,503	40,701
Fire and life safety	23,000	11,620	28,891
Window cleaning	5,000	1,989	9,628
Doors and hardware	7,700	9,342	5,118
Electrical and lighting	5,300	2,600	7,320
Plumbing	15,000	33,038	15,168
Cleaning supplies	3,500	7,236	768
Carpeting / floors	11,790	4,976	8,353
Garage	6,000	11,288	-
Landscaping	45,000	44,223	44,267
Recreation	36,000	38,688	16,200
General maintenance	23,699	48,674	25,132
Total operating expenses	496,628	518,005	435,350
Administrative expenses:			
Telephone	3,000	4,501	3,134
Professional fees	13,800	17,782	14,914
Insurance	63,600	53,592	52,044
Management contract	109,080	109,080	115,143
Office and general	16,782	16,475	16,215
Bank charges	1,200	1,632	804
Total administrative expenses	207,462	203,062	202,254
Utilities:			
Hydro	258,434	235,799	233,022
Gas	114,008	88,913	97,623
Water and sewage	175,335	178,517	162,043
Total utilities	547,777	503,229	492,688
On-site personnel:			
Superintendent	51,992	57,148	52,599
Total on-site personnel	51,992	57,148	52,599
Total common expenses	1,303,859	1,281,444	1,182,891

See accompanying notes

YORK REGION CONDOMINIUM CORPORATION NO. 585

Notes to the Financial Statements

May 31, 2020

1) Purpose of the organization

The Corporation was registered without share capital in 1987 under the provisions of the Condominium Act, 1998. The Corporation was formed to manage and maintain, on behalf of the owners, the common elements of a condominium containing 199 residential units commonly known as Promenade Towers, located in the City of Vaughan. For Canadian income tax purposes the Corporation qualifies as a not-for-profit organization which is exempt from income tax under the Income Tax Act.

2) Summary of significant accounting policies

(a) Basis of accounting

These financial statements are prepared in accordance with Canadian accounting standards for not-for-profit organizations.

(b) Fund accounting

The operating fund reports the assessment from owners and expenses related to the operations and administration of the common elements.

The reserve fund reports the assessment from owners and expenditures for major repair and replacement costs of the common elements and assets. The basis for determining the reserve fund's requirements is explained in Note 4. Only major repairs and replacements of the common elements are charged directly to this reserve fund with the exception of the cost of the reserve fund study which may be charged to the reserve fund. Minor repairs and replacements are charged to the repairs and maintenance of the operating fund. The Corporation segregates amounts accumulated for the purpose of financing future charges only to the reserve fund. Investment income is credited directly to the reserve fund.

The Corporation established a contingency fund to be used at the discretion of the directors to pay for unforeseen expenditures not provided for in the annual operating budget.

(c) Revenue recognition

Owners' assessments are recognized as revenue in the statement of operations monthly based on the budget distributed to owners each year. Investment and sundry revenue are recognized as revenue of the related fund when earned.

(d) Use of estimates

The preparation of the financial statements in accordance with Canadian accounting standards for not-for-profit organizations requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from management's best estimates as additional information becomes available in the future.

(e) Contributed services

Directors and owners volunteer their time to assist in the Corporation's activities. While these services benefit the Corporation considerably, a reasonable estimate of their amount and fair value cannot be made and, accordingly, these contributed services are not recognized in the financial statements.

(f) Cash and cash equivalents

Cash and cash equivalents include highly-liquid instruments with an original maturity of less than 90 days.

(g) Capital disclosures

The Corporation manages its capital primarily through its investments and adheres to the Corporation's investment policies.

(h) Financial instruments

The Corporation initially measures its financial assets and liabilities at fair value, except for certain non-arm's length transactions. The Corporation subsequently measures all its financial assets and financial liabilities at amortized cost, except for investment in equity instruments that are quoted in an active market, which are measured at fair value. Changes in fair value are recognized in net income.

3) Reserve fund investments

The investments consist of guaranteed investment certificates, which are held-for-trading with Scotia Wealth Management, maturing from June 1, 2020 to May 31, 2021 and earning interests at rates from 2.00% to 3.05%.

4) Reserve fund

The Corporation, as required by the Condominium Act, 1998, has established a reserve fund for financing future repairs and replacements of the common elements and assets.
The directors have used the Class 2 Reserve Fund Study (Updated with a Site Visit) of Ben Engineering Inc. dated May 9, 2019 and such other information as was available to them in evaluating the adequacy of the reserve fund. The board has accepted the recommendations of the study which suggests an annual contribution of $650,100 for 2020; expenditures of $1,235,500 and an ending balance as at May 31, 2020 of $3,454,600. Actual amounts were $650,100, $1,227,599 and $3,452,124 respectively.
Any evaluation of the adequacy of the reserve fund is based upon assumptions as to the future interest and inflation rates and estimates of the life expectancy of the building components and their replacement costs. These factors are subject to change over time and the changes may be material; accordingly, the Condominium Act requires that reserve fund studies be updated every three years.

5) Financial instruments risk exposure

(a) Credit risk
Credit risk arises from the possibility that condominium owners may experience financial difficulty and not be able to fulfil monthly maintenance commitments. The risk of credit loss is limited in that the Corporation can place a lien on the property and recover any amount owing on disposition of the property.

(b) Liquidity risk
Liquidity risk is the risk that the Corporation will encounter difficulty in meeting obligations associated with financial liabilities. The Corporation is exposed to this risk in respect of its accounts payable and accrued liabilities. The Corporation expects to meet these obligations as they come due by generating sufficient cash flow from operations.

(c) Market risk
Market risk is the risk that fair value future cash flows of a financial instrument will fluctuate because of changes in market prices. Market risk comprises of three types of risks: currency risk, interest rate risk and other price risk. The Corporation is not exposed to these risks.

6) Commitments

The Corporation has entered into contracts with various third parties to provide certain services to manage the common elements.

7) Remuneration of directors

No remuneration was paid to the Board of Directors during the year.

8) Budget information

The budget figures presented for comparison purposes are not audited or reviewed and are those approved by the directors. They have been reclassified to conform with the financial statement presentation.

9) Shared facilities

Pursuant to an agreement between York Region Condominium Corporation No. 585, 605 and 622, the corporations pay the expenses in proportion to their ownership of those common areas.

10) Corresponding figures

Certain of the corresponding figures have been reclassified to conform with the financial statement presentation of the current year.

York Region Condominium Corporation No. 585
Year End: May 31, 2019
Trial balance

Account	Prelim	Adj's	Reclass	Rep	Rep 05/18	%Chg	L/S
01050000 Bank - BNS - Operating A	289,854.86	0.00	0.00	289,854.86	282,694.05	3	A
01060000 Cash & Investments: Ploc	(11,120.38)	0.00	0.00	(11,120.38)	0.00	0	A
01510000 Reserve Cash & Investm	0.00	0.00	0.00	0.00	1,734,764.62	(100)	A. 1
01600000 Reserve Cash & Investm	510,377.74	0.00	0.00	510,377.74	0.00	0	A. 1
01990000 PETTY CASH	500.00	0.00	0.00	500.00	500.00	0	A
02300000 Investments - Reserve N	3,428,192.28	0.00	0.00	3,428,192.28	1,695,135.67	102	B
03020000 Accounts Receivable Cor	810.32	0.00	0.00	810.32	7,061.21	(89)	C
03150000 A/R MISC	344.27	0.00	0.00	344.27	344.27	0	C
03200000 Due from operating fund	0.00	3,147.61	0.00	3,147.61	0.00	0	C. 2
03250000 Accrued Interest - Reserv	30,861.31	0.00	0.00	30,861.31	22,773.96	36	B
04050000 Prepaid expenses & depc	53,445.96	(53,445.96)	0.00	0.00	0.00	0	L
04150000 Prepaid Miscellaneous	4,181.34	0.00	0.00	4,181.34	2,167.58	93	L
16000000 Accounts Payable and Ac	(128,566.59)	53,445.96	0.00	(75,120.63)	0.00	0	BB
16010000 Accounts Payable - Oper	(2,006.50)	0.00	0.00	(2,006.50)	(63,442.84)	(97)	BB
16020000 Accounts Payable - Rese	0.00	0.00	0.00	0.00	(95,247.69)	(100)	BB. 1
16050000 Accrued Liabilities - Oper	(1,498.21)	0.00	0.00	(1,498.21)	(16,816.15)	(91)	BB
16060000 Accrued Liabilities - Rese	0.00	(13,804.00)	0.00	(13,804.00)	0.00	0	BB. 1
16100000 Accrued Audit	(3,164.04)	(772.00)	0.00	(3,936.04)	(7,100.04)	(45)	BB
16200000 Due to reserve fund	0.00	(3,147.61)	0.00	(3,147.61)	0.00	0	BB. 2
16750000 Accrued payroll	0.00	0.00	0.00	0.00	(856.00)	(100)	BB
16950000 Prepaid AR	0.00	0.00	0.00	0.00	(1,304.35)	(100)	BB
16990000 Miscellaneous Clearing A	0.00	0.00	0.00	0.00	(0.01)	(100)	BB
17350000 Deposits - Access Keys	(1,559.00)	0.00	0.00	(1,559.00)	(1,479.00)	5	BB
29110000 Reserve Fund-Beginning	(3,969,435.84)	10,660.90	0.00	(3,958,774.94)	(2,665,018.88)	49	TT. 1
29520000 Allocation from commom	(115,000.00)	0.00	0.00	(115,000.00)	(115,000.00)	0	SS. 3
29970000 Accum Surplus (Deficit)-E	(86,768.76)	0.00	0.00	(86,768.76)	(115,126.12)	(25)	SS. 2
30010000 Common Expense Contri	(1,996,267.91)	0.00	0.00	(1,996,267.91)	(2,069,345.88)	(4)	10. 3
30910000 Allocation to Contingency	0.00	0.00	0.00	0.00	115,000.00	(100)	SS. 2
30990000 Allocation to Reserve Fur	830,253.30	0.00	0.00	830,253.30	830,253.00	0	10. 3
31400000 Parking income	(1,800.00)	0.00	0.00	(1,800.00)	(2,280.00)	(21)	10. 5
33600000 Interest Income	(5,259.08)	0.00	0.00	(5,259.08)	(4,308.69)	22	10. 4
33750000 Multi-Purpose Room Inco	(100.00)	0.00	0.00	(100.00)	(484.10)	(79)	10. 5
34380000 Revenue: NSF Fee	(160.00)	0.00	0.00	(160.00)	0.00	0	10. 5
34990000 Miscellaneous Income	(5,122.95)	0.00	0.00	(5,122.95)	(517.52)	890	10. 5
35100000 Cable / satellite TV incom	(104,856.25)	0.00	0.00	(104,856.25)	(98,568.36)	6	10. 6
35200000 Cable / satellite TV exper	104,889.28	0.00	0.00	104,889.28	98,579.85	6	10. 6
39010000 Allocation from CEA-Res	0.00	0.00	0.00	0.00	(830,253.00)	(100)	TT. 2
39150000 Interest Income	0.00	0.00	0.00	0.00	(44,562.20)	(100)	TT. 3
40100000 Gas	97,623.14	0.00	0.00	97,623.14	100,100.66	(2)	40. 3
40200000 Hydro	233,021.97	0.00	0.00	233,021.97	237,123.02	(2)	40. 3
40209000 Hydro-Recovery Based o	(3,143.10)	3,143.10	0.00	0.00	0.00	0	40. 3
40300000 Water	162,043.01	0.00	0.00	162,043.01	169,157.79	(4)	40. 3
41850000 Superintendent	38,399.89	0.00	0.00	38,399.89	39,325.08	(2)	40. 7
41900000 Temporary Staff	3,751.60	0.00	0.00	3,751.60	0.00	0	40. 7
42050000 CPP	2,624.14	0.00	0.00	2,624.14	2,546.78	3	40. 7
42100000 EI	1,188.11	0.00	0.00	1,188.11	1,172.82	1	40. 7
42200000 WSIB	1,393.36	0.00	0.00	1,393.36	1,755.95	(21)	40. 7
42250000 Group insurance	5,242.15	0.00	0.00	5,242.15	5,685.49	(8)	40. 7
44050000 Cleaning	91,068.96	0.00	0.00	91,068.96	84,304.72	8	40. 1
44280000 Security	110,891.86	0.00	0.00	110,891.86	106,464.60	4	40. 1
50250000 Carpet Cleaning	0.00	0.00	0.00	0.00	3,016.43	(100)	40. 1
50450000 Elevators	15,225.84	0.00	0.00	15,225.84	14,075.28	8	40. 1
50550000 Fire Protection	6,419.06	0.00	0.00	6,419.06	6,028.49	6	40. 1
50600000 Garage cleaning	0.00	0.00	0.00	0.00	4,516.20	(100)	40. 1

York Region Condominium Corporation No. 585
Year End: May 31, 2019
Trial balance

Account	Prelim	Adj's	Reclass	Rep	Rep 05/18	%Chg	L/S
50750000 HVAC all inclusive	25,974.96	0.00	0.00	25,974.96	27,074.88	(4)	40. 1
50800000 HVAC - fan coils/ heat pu	11,816.75	0.00	0.00	11,816.75	17,235.38	(31)	40. 1
50900000 Landscaping	30,027.82	0.00	0.00	30,027.82	29,926.08	0	40. 1
51050000 Management Fees	115,143.39	0.00	0.00	115,143.39	115,219.32	0	40. 2
51200000 Pest Control	5,003.10	0.00	0.00	5,003.10	4,413.78	13	40. 1
51400000 Recreation area - all incl	11,965.56	0.00	0.00	11,965.56	10,425.36	15	40. 1
51550000 Window Washing	9,627.60	0.00	0.00	9,627.60	4,867.58	98	40. 1
52450000 Exercise/Fitness	570.63	0.00	0.00	570.63	0.00	0	40. 1
52800000 Pool R & M	3,663.28	0.00	0.00	3,663.28	815.63	349	40. 1
53020000 Security system	4,056.70	0.00	0.00	4,056.70	3,921.10	3	40. 1
53050000 Access Control - Keys etc	6,008.22	0.00	0.00	6,008.22	2,687.72	124	40. 1
53200000 Emergency generator	2,980.38	0.00	0.00	2,980.38	3,059.27	(3)	40. 1
53250000 Fire Equipment R & M	22,471.50	0.00	0.00	22,471.50	15,668.61	43	40. 1
54050000 Carpets	8,352.76	0.00	0.00	8,352.76	1,381.18	505	40. 1
54100000 CLEANING SUPPLIES	0.00	0.00	0.00	0.00	387.26	(100)	40. 1
54150000 Decorating	0.00	0.00	0.00	0.00	904.00	(100)	40. 1
54270000 Garage doors	131.96	0.00	0.00	131.96	1,588.02	(92)	40. 1
54350000 Hardware & Doors	2,006.33	0.00	0.00	2,006.33	3,940.24	(49)	40. 1
54370000 Maintenance Supplies	768.43	0.00	0.00	768.43	2,202.96	(65)	40. 1
54450000 Signage	46.78	0.00	0.00	46.78	0.00	0	40. 1
54550000 Waste Disposal	0.00	0.00	0.00	0.00	449.62	(100)	40. 1
54600000 Windows	500.03	0.00	0.00	500.03	288.79	73	40. 1
54990000 CA - H & M - Miscellaneo	20,465.25	0.00	0.00	20,465.25	9,047.35	126	40. 1
55050000 Electrical - Bulbs & Parts	2,895.26	0.00	0.00	2,895.26	1,468.05	97	40. 1
55600000 Elevators - Repairs & Mai	1,549.34	0.00	0.00	1,549.34	635.51	144	40. 1
55990000 Electrical - Miscellaneous	4,424.66	0.00	0.00	4,424.66	3,916.88	13	40. 1
56450000 Gatehouse	0.00	0.00	0.00	0.00	829.40	(100)	40. 1
56570000 Landscaping extras	14,239.46	0.00	0.00	14,239.46	20,360.74	(30)	40. 1
56800000 Sidewalks	1,960.55	0.00	0.00	1,960.55	917.56	114	40. 1
56990000 Miscellaneous - exterior F	2,159.00	0.00	0.00	2,159.00	3,953.08	(45)	40. 1
59010000 General Mechanical Expe	2,909.31	0.00	0.00	2,909.31	0.00	0	40. 1
59990000 Plumbing - Miscellaneous	15,168.00	0.00	0.00	15,168.00	15,834.65	(4)	40. 1
65050000 Building comprehensive	49,543.92	0.00	0.00	49,543.92	47,679.84	4	40. 2
65150000 Deductibles	2,500.00	0.00	0.00	2,500.00	2,500.00	0	40. 2
70010000 CAO Fee	2,277.00	0.00	0.00	2,277.00	1,776.06	28	40. 2
70100000 Audit Fees	(772.00)	772.00	0.00	0.00	6,489.04	(100)	40. 2
70200000 Bank Charges	803.87	0.00	0.00	803.87	468.92	71	40. 2
70220000 Transaction Fee	56.50	0.00	0.00	56.50	0.00	0	40. 2
70500000 Legal Fees	14,914.32	0.00	0.00	14,914.32	1,989.94	649	40. 2
70550000 Meeting Costs	2,881.50	0.00	0.00	2,881.50	5,994.30	(52)	40. 2
70600000 Office Expenses - Genera	7,484.29	0.00	0.00	7,484.29	6,250.39	20	40. 2
70603000 Photocopying	221.98	0.00	0.00	221.98	986.07	(77)	40. 2
70603500 Postage & Courier	1,515.83	0.00	0.00	1,515.83	1,414.45	7	40. 2
70650000 Telephone	3,133.54	0.00	0.00	3,133.54	6,141.09	(49)	40. 2
70850000 Social functions	899.67	0.00	0.00	899.67	600.00	50	40. 2
70980000 Bad debts	0.00	0.00	0.00	0.00	(3,001.86)	(100)	40. 2
70990000 Miscellaneous-General &	877.43	0.00	0.00	877.43	2,047.51	(57)	40. 2
92204010 Window repair	0.00	0.00	0.00	0.00	28,438.47	(100)	TT. 4
92205011 Garage Door-Replaceme	0.00	0.00	0.00	0.00	6,969.28	(100)	TT. 4
92205020 Doors other repair and pa	0.00	0.00	0.00	0.00	1,469.00	(100)	TT. 4
92301000 Fire Alarm System	0.00	0.00	0.00	0.00	1,664.49	(100)	TT. 4
92304000 Emerg Generator & Trans	0.00	0.00	0.00	0.00	16,823.44	(100)	TT. 4
92406015 Washroom	0.00	0.00	0.00	0.00	1,412.50	(100)	TT. 4
92501000 Paving - all	0.00	0.00	0.00	0.00	5,808.20	(100)	TT. 4

York Region Condominium Corporation No. 585
Year End: May 31, 2019
Trial balance

Account	Prelim	Adj's	Reclass	Rep	Rep 05/18	%Chg	L/S
92502010 Site wall concrete	0.00	0.00	**0.00**	**0.00**	53,982.91	**(100)**	TT. 4
92505050 Other	0.00	0.00	**0.00**	**0.00**	117.52	**(100)**	TT. 4
92607010 Fan coil units	0.00	0.00	**0.00**	**0.00**	1,413.63	**(100)**	TT. 4
92701010 Valves & regulators	0.00	0.00	**0.00**	**0.00**	4,068.00	**(100)**	TT. 4
92703010 Domestic water	0.00	0.00	**0.00**	**0.00**	587.60	**(100)**	TT. 4
92703020 Storm Water Drainage	0.00	0.00	**0.00**	**0.00**	5,815.98	**(100)**	TT. 4
92706010 Swimming pool equipmer	0.00	0.00	**0.00**	**0.00**	6,595.25	**(100)**	TT. 4
92802015 Exterior light fixtures	0.00	0.00	**0.00**	**0.00**	3,196.71	**(100)**	TT. 4
92802030 Other light fixtures	0.00	0.00	**0.00**	**0.00**	971.80	**(100)**	TT. 4
92903000 Consulting Services	0.00	0.00	**0.00**	**0.00**	43,072.78	**(100)**	TT. 4
	0.00	**0.00**	**0.00**	**0.00**	**0.00**	**0**	
Net Income (Loss)	**(551.24)**			**(4,466.34)**	**86,642.64**	**(105)**	

York Region Condominium Corporation No. 585

Year End: May 31, 2019
Adjusting journal entries
Date: 6/01/18 To 5/31/19

Number	Date	Name	Account No	Reference	Debit	Credit	Recurrence	Misstatement
1	5/31/19	Prepaid expenses & deposits: prepaid insurance	04050000			53,445.96		
1	5/31/19	Accounts Payable and Accrued	16000000		53,445.96			
		to offset prepaid and accrued insurance expenses *** for financial statements presentation purpose only ***						
2	5/31/19	Accrued Liabilities - Reserve	16060000			13,804.00		
2	5/31/19	Reserve Fund-Beginning of Year	29110000		13,804.00			
		to accrue garge repair for the period related to y/e (invoices # 1337 and 1338 of Joint Seal waterproofing)						
3	5/31/19	Accrued Audit	16100000			772.00		
3	5/31/19	Audit Fees	70100000		772.00			
		to adjust accrual						
4	5/31/19	Reserve Fund-Beginning of Year	29110000			3,143.10		
4	5/31/19	Hydro-Recovery Based on Actual	40209000		3,143.10			
		to r/a retrofit rebate to reserve fund						
5	5/31/19	Due from operating fund	03200000		3,147.61			
5	5/31/19	Due to reserve fund	16200000			3,147.61		
		to account for due from operating fund						
					74,312.67	**74,312.67**		

Net Income (Loss) **(4,466.34)**

Blumenfeld, Woznica & Co.
Chartered Accountants

3300 Steeles Avenue West, Suite 201
Concord, Ontario L4K 2Y4

September 13, 2019

York Region Condominium Corporation No. 585

Toronto, Ontario

Dear Members of the Board:

Re: **Audit of May 31, 2019 Financial Statements**

We are required to communicate at least annually with you regarding significant matters arising from our audit.

The objective of our audit was to obtain reasonable assurance that the financial statements were free of material misstatement. Our audit was not designed for the purpose of identifying matters to communicate. Accordingly, our audit would not usually identify all such matters that may be of interest to the Board of Directors and it is inappropriate to conclude that no such matters exist.

We did not identify any significant audit findings during the course of our audit for the year ended May 31, 2019 that requires communication to you.

Specifically, we did not identify:

- any uncorrected material misstatements;
- any fraud or illegal acts;
- any questions as to the property management company's honesty or integrity;
- any related party transactions that are not in the normal course of operations;
- any material weaknesses in internal control; and
- significant accounting policies that were more appropriate than those being applied by the entity.

We did receive the full cooperation of the management company, the audit was completed without serious difficulties being encountered and there were no unresolved issues with the property management company at the completion of the audit.

Blumenfeld, Woznica & Co.
Chartered Accountants

This communication is prepared solely for your information and is not intended for any other purpose. We accept no responsibility to a third party who uses this communication.

To ensure there is a clear understanding and record of the matters discussed, we ask that members of the board sign their acknowledgement in the spaces provided below. Should any member of the board wish to discuss or review any matter addressed in this letter or any other matters related to financial reporting, please do not hesitate to contact us at any time.

Yours very truly,
Blumenfeld Woznica & Co

Samuel J. Figdor, CPA, CA
Partner

Acknowledgement of the Board of Directors:

We have reviewed the above disclosures and understand and agree with the comments therein:

Signature: _____ Date: September 18, 2019

Signature: _____ Date: September 18, 2019

Blumenfeld, Woznica & Co.
Chartered Accountants

3300 Steeles Avenue West, Suite 201
Concord, Ontario
L4K 2Y4

Tel: (905) 660-1817 ext 27
Fax: (905) 660-1854
email: sfigdor@bellnet.ca

May 31, 2019

York Region Condominium Corporation No. 585

Toronto, Ontario

Dear Sir / Madame:

You have requested that we audit the financial statements of York Region Condominium Corporation No. 585, which comprise the statement of financial position as at May 31, 2019, and the statement of operations and changes in fund balances of the operating and reserve funds, the statement of cash flows, and the schedule to the financial statements for the year then ended, and a summary of significant accounting policies and other explanatory information.

We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on the financial statements.

Our Responsibilities

We will conduct our audit of York Region Condominium Corporation No. 585 in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance as to whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management as well as evaluating the overall presentation of the financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, there is an unavoidable risk that some material misstatements may not be detected, even though the audit is properly planned and performed in accordance with Canadian generally accepted auditing standards.

In making our risk assessments, we consider internal control relevant to the entity's preparation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies in internal control relevant to the audit of the financial statements that we have identified during the audit.

We may also communicate other matters identified during the audit that, in our opinion, are of sufficient importance to merit management's attention.

Form and Content of Audit Opinion

Unless unanticipated difficulties are encountered, our report will be substantially in the form contained in Appendix A to this letter. If we conclude that a modification to our opinion on the financial statements is necessary, we will discuss the reasons with you in advance.

If, for any reason, we are unable to complete the audit or are unable to form, or have not formed, an opinion on the financial statements, we may withdraw from the audit before issuing an auditor's report or we may disclaim an opinion on the financial statements. If this occurs, we will communicate the reasons and provide you details of any misstatements identified during the audit.

Management's Responsibilities

Our audit will be conducted on the basis that management and, where appropriate, those charged with governance acknowledge and understand that they are responsible for:

a) The preparation and fair presentation of the financial statements in accordance with the Canadian Accounting Standards for not-for-profit organizations;

b) Such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error; and

c) Providing us with:

   i. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence;

   ii. Access to all information of which management is aware that is relevant to the preparation of the financial statements, such as records, documentation and other matters; and

   iii. Additional information that we may request from management for the purpose of the audit.

As part of our audit process:

a) We will make inquiries of management about the representations contained in the financial statements. At the conclusion of the audit, we will request from management and, where appropriate, those charged with governance written confirmation concerning those representations. If such representations are not provided in writing, management acknowledges and understands that we would be required to disclaim an audit opinion.

b) We will communicate any misstatements identified during the audit other than those that are clearly trivial. We request that management correct all the misstatements communicated.

Confidentiality

One of the underlying principles of the profession is a duty of confidentiality with respect to client affairs. Each professional accountant must preserve the secrecy of all confidential information that becomes known during the practice of the profession. Accordingly, we will not provide any third party with confidential information concerning the affairs of York Region Condominium Corporation No. 585 unless:

- We have been specifically authorized with prior consent;
- We have been ordered or expressly authorized by law or by the *Code of Professional Conduct/Code of Ethics*; or
- The information requested is (or enters into) public domain.

Use of Information

It is acknowledged that we will have access to all personal information in your custody that we require to complete our engagement. Our services are provided on the basis that:

(a) You represent to us that management has obtained any required consents for collection, use and disclosure to us of personal information required under applicable privacy legislation; and

(b) We will hold all personal information in compliance with our Privacy Statement.

Use and Distribution of Our Report

The examination of the financial statements and the issuance of our audit opinion are solely for the use of York Region Condominium Corporation No. 585 and those to whom our report is specifically addressed by us. We make no representations of any kind to any third party in respect of these financial statements and we accept no responsibility for their use by any third party.

We ask that our name be used only with our consent and that any information to which we have attached a communication be issued with that communication, unless otherwise agreed to by us.

Reproduction of Auditor's Report

If reproduction or publication of our audit report (or reference to our report) is planned in an annual report or other document, including electronic filings or posting of the report on a website, a copy of the entire document should be submitted to us in sufficient time for our review before the publication or posting process begins.

Management is responsible for the accurate reproduction of the financial statements, the auditor's report and other related information contained in an annual report or other public document (electronic or paper-based). This includes any incorporation by reference to either full or summarized financial statements that we have audited.

We are not required to read the information contained in your website or to consider the consistency of other information on the electronic site with the original document.

Preparation of Schedules

We understand that you or your employees will prepare certain schedules and locate specified documents for our use before our engagement is planned to commence.

The requested schedules and documents are as follows:

(a) Schedules and analyses; and

(b) Documents.

This assistance will facilitate our work and help to minimize our costs. Any failure to provide these working papers or documents on a timely basis may impede our services and require us to suspend our services or withdraw from the engagement.

Working Papers

The working papers, files, other materials, reports and work created, developed or performed by us during the course of the engagement are the property of our firm, constitute confidential information and will be retained by us in accordance with our firm's policies and procedures.

File Inspections

In accordance with professional regulations and by our firm's policy, our client files may periodically be reviewed by practice inspectors and by other engagement file reviewers to ensure that we are adhering to our professional and firm's standards. File reviewers are required to maintain confidentiality of client information.

Accounting Advice

Except as outlined in this letter, the audit engagement does not contemplate the provision of specific accounting advice or opinions or the issuance of a written report on the application of accounting standards to specific transactions and to the facts and circumstances of the entity. Such services, if requested, would be provided under a separate engagement.

Other Services

In addition to the audit services referred to above, we will, as allowed by the *Code of Professional Conduct/Code of Ethics*, prepare your federal and provincial income tax returns and other special reports as required. Management will provide the information necessary to complete these returns / reports and will file them with the appropriate authorities on a timely basis.

Governing Legislation

This engagement letter is subject to, and governed by, the laws of the Province of Ontario. The Province of Ontario will have exclusive jurisdiction in relation to any claim, dispute or difference concerning this engagement letter and any matter arising from it. Each party irrevocably waives any right it may have to object to any action being brought in those courts to claim that the action has been brought in an inappropriate forum or to claim that those courts do not have jurisdiction.

Dispute Resolution

You agree that:

a) Any dispute that may arise regarding the meaning, performance or enforcement of this engagement will, prior to resorting to litigation, be submitted to mediation; and

b) You will engage in the mediation process in good faith once a written request to mediate has been given by any party to the engagement.

Any mediation initiated as a result of this engagement shall be administered within the Province of Ontario, according to its mediation rules, and any ensuing litigation shall be conducted within such province, according to provincial law. The results of any such mediation shall be binding only upon agreement of each party to be bound. The costs of any mediation proceeding shall be shared equally by the participating parties.

Indemnity

York Region Condominium Corporation No. 585 hereby agrees to indemnify, defend (by counsel retained and instructed by us) and hold harmless our firm (and its partners, agents or employees) from and against any and all losses, costs (including solicitors' fees), damages, expenses, claims, demands or liabilities arising out of or in consequence of:

(a) The breach by York Region Condominium Corporation No. 585, or its directors, officers, agents, or employees, of any of the covenants made by York Region Condominium Corporation No. 585 herein, including, without restricting the generality of the foregoing, the misuse of, or the unauthorized dissemination of, our engagement report or the financial statements in reference to which the engagement report is issued, or any other work product made available to you by our firm.

(b) The services performed by us pursuant to this engagement, unless, and to the extent that, such losses, costs, damages and expenses are found by a court of competent jurisdiction

to have been due to the negligence of our firm. In the event that the matter is settled out of court, we will mutually agree on the extent of the indemnification to be provided by your company.

Time Frames

We will use all reasonable efforts to complete the engagement as described in this letter within the agreed upon time frames. However, we shall not be liable for failures or delays in performance that arise from causes beyond our control, including the untimely performance by York Region Condominium Corporation No. 585 of its obligations.

If significant additional time is likely to be incurred, we will discuss the reasons with you and agree on a revised fee estimate before we incur the additional costs.

Fees will be rendered as work progresses and are payable on presentation.

Billing

Our fees and costs will be billed monthly and are payable upon receipt. Invoices unpaid 30 days past the billing date may be deemed delinquent and are subject to an interest charge of 1.0% per month. We reserve the right to suspend our services or to withdraw from this engagement in the event that any of our invoices are deemed delinquent. In the event that any collection action is required to collect unpaid balances due to us, you agree to reimburse us for our costs of collection, including lawyers' fees.

Costs of Responding to Government or Legal Processes

In the event we are required to respond to a subpoena, court order, government agency or other legal process for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this engagement, you agree to compensate us at our normal hourly rates for the time we expend in connection with such response and to reimburse us for all of our out-of-pocket costs (including applicable GST/HST) incurred.

Communications

In connection with this engagement, we may communicate with you or others via telephone, facsimile, post, courier and email transmission. As all communications can be intercepted or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that communications from us will be properly delivered only to the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of communications transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from: communications, including any consequential, incidental, direct or indirect; special damages, such as loss of revenues or anticipated profits; or disclosure or communication of confidential or proprietary information.

Termination

Management acknowledges and understands that failure to fulfill its obligations as set out in this engagement letter will result, upon written notice, in the termination of the engagement.

If we elect to terminate our services for nonpayment, or for any other reason provided for in this letter, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us at our normal hourly rates for the time we expend in connection with such response, and to reimburse us for all of our out-of-pocket costs (including applicable GST/HST) incurred.

If we are unable to complete the audit or are unable to form, or have not formed, an opinion on the financial statements, we may withdraw from the audit before issuing an auditor's report, or we may disclaim an opinion on the financial statements. If this occurs, we will communicate the reasons and provide details.

Conclusion

This engagement letter includes the relevant terms that will govern the engagement for which it has been prepared. The terms of this letter supersede any prior oral or written representations or commitments by or between the parties. Any material changes or additions to the terms set forth in this letter will only become effective if evidenced by a written amendment to this letter, signed by all of the parties.

If you have any questions about the contents of this letter, please raise them with us. If the services outlined are in accordance with your requirements, and if the above terms are acceptable to you, please sign the copy of this letter in the space provided and return it to us.

We appreciate the opportunity of continuing to be of service to your company.

Yours truly,

Blumenfeld, Woznica & Co

Chartered Accountants

Acknowledged and agreed on behalf of York Region Condominium Corporation No. 585 by:

Signed _____ Date September 18, 2019

Signed _____ Date September 18, 2019

York Region Condominium Corporation No. 585

APPENDIX A

INDEPENDENT AUDITOR'S REPORT

To the Owners of York Region Condominium Corporation No. 585

Opinion
We have audited the financial statements of York Region Condominium Corporation No. 585 (the Corporation), which comprise the statement of financial position as at May 31, 2019, the statements of operations and changes in fund balances of the operating and reserve funds, the statement of cash flows, and the schedule to the financial statements for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.
In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position ofYork Region Condominium Corporation No. 585 as at May 31, 2019, and the results of its operations and its cash flows for the year then ended in accordance with Canadian accounting standards for not-for-profit organizations.

Basis for Opinion
We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of our report. We are independent of the Corporation in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Responsibilities of Management and Those Charged with Governance for the Financial Statements
Management is responsible for the preparation and fair presentation of the financial statements in accordance with Canadian accounting standards for not-for-profit organizations and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.
In preparing the financial statements, management is responsible for assessing the Corporation's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Corporation or to cease operations, or has no realistic alternative but to do so.
Those charged with governance are responsible for overseeing the Corporation's financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Statements
Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

APPENDIX A

INDEPENDENT AUDITOR'S REPORT

Auditor's Responsibilities for the Audit of the Financial Statements (continued)
As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Corporation's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Corporation's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Corporation to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

York Region Condominium Corporation No. 585
Vaughan Ontario

September 13, 2019

Blumenfeld, Woznica & Co
201-3300 Steeles Ave West
Concord, Ontario
L4K 2Y4

Dear Sir/Madame:

This representation letter is provided in connection with your audit of the financial statements of York Region Condominium Corporation No. 585 for the period ended May 31, 2019 for the purpose of expressing an opinion as to whether the financial statements are presented fairly, in all material respects, in accordance with Canadian Accounting Standards for Not-for-Profit organizations.

We confirm that to the best of our knowledge and belief, having made such inquiries as we considered necessary for the purpose of appropriately informing ourselves:

Financial Statements

- We have fulfilled our responsibilities, as set out in the terms of the audit engagement dated May 31, 2019 for the preparation of the financial statements in accordance with Canadian accounting standards for not-for-profit organizations; in particular, the financial statements are fairly presented in accordance therewith.
- Significant assumptions used by us in making accounting estimates, including those measured at fair value, are reasonable. (CAS 540)
- Related-party relationships and transactions have been appropriately accounted for and disclosed in accordance with the requirements of Canadian accounting standards for Not-for-Profit organizations. (CAS 550)
- All events subsequent to the date of the financial statements and for which Canadian accounting standards for Not-for-Profit organizations require adjustment or disclosure have been adjusted or disclosed. (CAS 560)
- We are in agreement with your proposed adjusting journal entries that were necessary to reflect the financial position and operations of our entity. A list of the adjusted journal entries, if applicable, is attached to the representation letter.
- The effects of uncorrected misstatements are immaterial, both individually and in the aggregate, to the financial statements as a whole. A list of the uncorrected misstatements is attached to the representation letter. (CAS 450)

Information Provided

- We have provided you with:
  - Access to all information of which we are aware that is relevant to the preparation of the financial statements such as records, documentation and other matters;
  - Additional information that you have requested from us for the purpose of the audit; and
  - Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.

All transactions have been recorded in the accounting records and are reflected in the financial statements.

- We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud. (CAS 240)
- We have disclosed to you all information in relation to fraud or suspected fraud that we are aware of and that affects the entity and involves:
  - Management;
  - Employees who have significant roles in internal control; or
  - Others where the fraud could have a material effect on the financial statements. (CAS 240)
- We have disclosed to you all information in relation to allegations of fraud, or suspected fraud, affecting the entity's financial statements communicated by employees, former employees, analysts, regulators or others. (CAS 240)
- We have disclosed to you all known instances of non-compliance or suspected non-compliance with laws and regulations and all known actual or possible litigation and claims whose effects should be considered when preparing financial statements. (CAS 250)
- We have disclosed to you the identity of the entity's related parties and all the related-party relationships and transactions of which we are aware. (CAS 550)

Yours truly,
York Region Condominium Corporation No. 585

Signed: _____ Title: Lynn Applebaum Treasurer Date: September 18, 2019

Signed: _____ Title: Arkady Ratner President Date: September 18, 2019

Proposed Budget

2020-2021

A presentation of the proposed Operating Budget YRSCC 585

for fiscal year June 1 2020 through May 31 2021

CPO MANAGEMENT INC.

YRCC 585 **PROMENADE-TOWER 1**

7420 Bathurst str. Vaughan, ON, L4J6X4
Tel.:9057643759; Fax.: 9057645602;
email.: yrcc585@rogers.com

May 1, 2020

Dear Unit Owners,

RE: OPERATING BUDGET: JUNE 1ST, 2020 – MAY 31, 2021

This is to inform you that Corporation has completed the current fiscal year successfully. The Reserve Fund fully contributed; and required closing balance has met. The last fiscal year operating budget made 2.12% reduction on common element fee (CEF) possible. The optimised and restructured operations allowed us to meet our budget obligations without any deficit, shortfall, and borrowings. We are looking forward for a stable, same intensity and maintenance cycling of operations as it is in the current fiscal year.

We are pleased to advise you, that Board of Directors has now approved a 2020-2021 net operating budget in the amount of $1,953,959, a **0%** increase on common element fee (CEF) over 2019-2020 fiscal year (please, see attached). The financial structure of the budget appears as follow:

Common expense contribution - $1,953,959 – 0% increase. The Reserve Fund contribution - $669,603 – 3% increase. The Operating Expenditures - $1,284,356 – 1.5% decrease.

Please note that the cable TV charges for new fiscal year appear to be $2 higher per unit than it is now. This contractual increase slightly affected the total amount of you CEF and cable fee contribution.

Your new monthly common element assessment for 2020-2021 fiscal year will be as follow:

Unit Numbers	**CEF**	**Cable**	**Total**
206, 214, 306, 314, 406, 414, 506, 514, 606, 614, 706, 714, 806, 814, 906, 914, 1006, 1014, 1106, 1114, 1206, 1214, 1406, 1414, 1506, 1514, 1606, 1614, 1706, 1714	$676.61	$48.68	**$725.29**
103, 205, 305, 405, 505, 605, 705, 805, 905, 1005, 1105, 1205, 1405, 1505, 1605, 1705	$817.40	$48.68	**$866.08**
202, 209, 302, 309, 402, 409, 502, 509, 602, 609, 702, 709, 802, 809, 902, 909, 1002, 1009, 1102, 1109, 1202, 1209, 1402, 1409, 1502, 1509, 1602, 1609, 1702, 1709	$822.30	$48.68	**$870.98**
208, 212, 308, 312, 408, 412, 508, 512, 608, 612, 708, 712, 808, 812, 908, 912, 1008, 1012, 1108, 1112, 1208, 1212, 1408, 1412, 1508, 1512, 1608, 1612, 1708, 1712	$832.81	$48.68	**$881.49**
101, 203, 211, 303, 311, 403, 411, 503, 511, 603, 611, 703, 711, 803, 811, 903, 911, 1003, 1011, 1103, 1111, 1203, 1211, 1403, 1411, 1503, 1511, 1603, 1611, 1703, 1711	$841.21	$48.68	**$889.89**
201, 207, 301, 307, 401, 407, 501, 507, 601, 607, 701, 707, 801, 807, 901, 907, 1001, 1007, 1101, 1107, 1201, 1207, 1401, 1407, 1501, 1507, 1601, 1607, 1701, 1707	$843.31	$48.68	**$891.99**
102, 204, 210, 304, 310, 404, 410, 504, 510, 604, 610, 704, 710, 804, 810, 904, 910, 1004, 1010, 1104, 1110, 1204, 1210, 1404, 1410, 1504, 1510, 1604, 1610, 1704, 1710	$916.86	$48.68	**$965.54**

Sincerely,

Vadim Koyen
Property Manager, CPO Management Inc.
The Agent for YRCC 585
cpomanagement@gmail.com; www.cpomanagement.ca

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OPERATING BUDGET FO THE FISCAL YEAR JUNE 1ST 2020 - MAY 31 2021

		2019 - 2020 Budget	Projected Year End	2020 - 2021 Budget	BUDGET NOTES	
REVENUE						
OPERATING INCOME						
3001-0000	Common Expense Contribution	1,953,959	1,953,959	1,953,959		**0.00%**
3099-0000	Allocation to Reserve Fund	-650,100	-650,100	-669,603	based on the schedule from RFS as of May 2019	
TOTAL OPERATING INCOME		1,303,859	1,303,859	1,284,356		
3140-0000	Parking Income		800	0	cost of parking and party room rental	
3360-0000	Interest Income		360	0		
3499-0000	Miscellaneous Income		7,027	0		
3510-0000	Cable/Satellite TV - Income	110,594	110,594	115,651	based on schedule of 5 year contract with Rogers from 2017 (taxes included)	
3520-0000	Cable/Satellite TV - Expense	-110,594	-110,138	-115,651		
TOTAL REVENUE		**1,303,859**	**1,312,502**	**1,284,356**		**-1.50%**
EXPENDITURES						
UTILITIES						
4010-0000	Gas	114,007	113,888	114,000	Expected saving counted agains expected increase on the utility cost	
4020-0000	Hydro	258,434	243,044	243,044		
4030-0000	Water	175,335	195,968	195,968		
	cost of energy saving project			12,000		
TOTAL UTILITIES		**547,776**	**552,900**	**565,012**		**3.15%**
ON SITE WAGES & BENEFITS - PAYROLL						
4185-0000	Superintendent	38,948	33,704	40,748	superintendent	
4190-0000	Temporary Staff	1,550	2,495	1,800	superintendent vacation coverage	
4205-0000	C.P.P.	2,557	2,421	0	cost of the payroll	
4210-0000	E.I.	1,162	1,084	0	cost of the payroll	
4220-0000	WSIB	775	913	0	WSIB coverage	
4225-0000	Group Insurance	7,000	4,383	0	superintendent family package	
TOTAL ON SITE WAGES & BENEFITS - PAYROLI		**51,992**	**45,001**	**42,548**		**-18.16%**
CONTRACTS - ON SITE PERSONNEL						
4405-0000	Cleaning	106,264	91,238	106,251	as per M&G contract	
4428-0000	Security	121,000	113,789	121,000	based on contract schedule	
TOTAL CONTRACTS - ON SITE PERSONNEL		**227,264**	**205,028**	**227,251**		**-0.01%**
CONTRACTS						
5025-0000	Carpet Cleaning	3,790	1,526	1,530	cost of annual carpet cleaning	
5045-0000	Elevators	18,000	15,106	18,000	based on contract schedule	
5055-0000	Fire Protection	5,000	2,592	2,592	cost of annual & monthly tests	
5060-0000	Garage Cleaning	6,000	11,288	6,000	cost of annual garage cleaning	
5075-0000	H.V.A.C. - All Inclusive	25,975	25,426	31,000	preventative maintenance contract	
5080-0000	H.V.A.C. - Fan Coils/Heat Pum	27,000	31,056	12,000	fancoil (twice a year), duct clean.	
5090-0000	Landscaping	35,000	30,726	35,000	schedule for landscaping & snow removal	
5105-0000	Management Fees	109,080	108,900	112,320	based on the contract	
5120-0000	Pest Control	4,800	3,536	4,300	common areas (chutes and garbage room)	
5140-0000	Recreation Area - All Inclusive	17,000	22,309	24,404	swimming pool, saunas, gym, squash, billiars	
5155-0000	Window Washing	5,000	7,952	7,952	once a year windows cleaning	

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OPERATING BUDGET FO THE FISCAL YEAR JUNE 1ST 2020 - MAY 31 2021

		2019 - 2020 Budget	Projected Year End	2020 - 2021 Budget	BUDGET NOTES	
TOTAL CONTRACTS		**256,645**	**260,417**	**255,098**		**-0.60%**
AMENITIES & RECREATION EXPENSES						
5245-0000	Exercise/Fitness	5,000	3,011	1,500	repair and purchase of equipment	
5280-0000	Pool R & M	14,000	16,712	7,000	swimming pool and spa repairs	
TOTAL AMENITIES & RECREATION EXPENSES		**19,000**	**19,723**	**8,500**		**-55.26%**
BUILDING SAFETY FEATURE EXPENSES						
5302-0000	Security System	3,600	6,738	2,500	cameras repairs	
5305-0000	Access Control - Keys etc.	6,000	0	500	remotes and keys	
5320-0000	Emergency Generator R & M	3,200	5,610	5,673	generator annual, and semi	
5325-0000	Fire Equipment R & M	18,000	10,874	7,000	cost of fire protection system repairs	
TOTAL BUILDING SAFETY FEATURE EXPENSES		**30,800**	**23,222**	**15,673**		**-50.89%**
C/A - HOUSEKEEPING & MAINTENANCE						
5405-0000	Carpets	8,000	3,331	4,200	mats city clean	
5410-0000	Cleaning Supplies	1,500	280	500		
5427-0000	Garage Doors	1,500	650	650	overhead garage door repairs	
5435-0000	Hardware & Doors	3,000	2,560	3,000	miscelaneous hardware repairs	
5437-0000	Maintenance Supplies	2,000	2,087	2,000	supplyes for superintendent	
5445-0000	Emergency Flooding Remediation	200	21,290	10,000		
5460-0000	Windows	500				
5499-0000	CA - H & M - Miscellaneous	15,000	9,573	3,000	dry walls, wall paper, plaster, paint	
TOTAL C/A - HOUSEKEEPING & MAINTENANCE		**31,700**	**39,771**	**23,350**		**-26.34%**
ELECTRICAL EXPENSES						
5505-0000	Electrical - Bulbs & Parts	2,300	820	700	cost of supplyes	
5560-0000	Elevators - Repairs & Maintenance	2,000	0	0		
5599-0000	Electrical - Miscellaneous	3,000	2,700	3,000	cost of repair	
TOTAL ELECTRICAL EXPENSES		**7,300**	**3,520**	**3,700**		**-49.32%**
EXTERIOR R & M EXPENSES						
5645-0000	Gatehouse		0	0		
5657-0000	Landscaping/Extras	10,000	6,569	6,700	flowers and salt purchase for outdoor maintenance	
5680-0000	Sidewalks	2,000	0	0	cost of concrete emergency repair	
5699-0000	Miscellaneous-Exterior R & M	6,000	340	5,000	benches, gazebo	
TOTAL EXTERIOR R & M EXPENSES		**18,000**	**6,909**	**11,700**		**-35.00%**
MECHANICAL EXPENSES						
5999-0000	Plumbing - Miscellaneous	15,000	30,520	31,000	plumbing repairs	
TOTAL MECHANICAL EXPENSES		**15,000**	**30,520**	**31,000**		**106.67%**
INSURANCE EXPENSES						
6505-0000	Building Comprehensive	53,600	53,584	55,000	Atrents-Counsel insurance	
6515-0000	Deductibles	10,000	580	10,000	deductible based on 1 claim	

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OPERATING BUDGET FO THE FISCAL YEAR JUNE 1ST 2020 - MAY 31 2021

		2019 - 2020 Budget	Projected Year End	2020 - 2021 Budget	BUDGET NOTES	
					Increase 4% on insurance premium	
TOTAL INSURANCE EXPENSES		**63,600**	**54,164**	**65,000**		**2.20%**
GENERAL & ADMINISTRATIVE EXPENSES						
7001-0000	CAO Fee	1,782	1,724	1,724	Condominium Authorities of Ontario	
7010-0000	Audit Fees	4,800	2,373	3,200	annual audit fee	
7020-0000	Bank Charges	1,200	1,464	1,500		
7050-0000	Legal Fees	9,000	14,050	7,500	cost of legal support	
7055-0000	Meeting Costs	4,800	3,688	4,200	cost of legal support	
7060-0000	Office Expenses - General	4,800	2,559	3,000	computer, PIC, NOIC	
7060-3000	Photocopying	1,800	0	1,200		
7060-3500	Postage & Courier	1,200	0	1,200	cost of mailing	
7065-0000	Telephone	3,000	3,391	4,000	rogers, telephones, internet	
7085-0000	Social Functions	1,200	2,872	3,000		
7099-0000	Miscellaneous-General & Admi	1,200	5,115	5,000		
TOTAL GENERAL & ADMINISTRATIVE EXPENSE		**34,782**	**37,236**	**35,524**		**2.13%**
TOTAL EXPENDITURES		**1,303,859**	**1,278,410**	**1,284,356**		
SURPLUS / (DEFICIT) FROM OPERATIONS		0	34,092	0		
ACCUM. SURPLUS / (DEFICIT) TO _____				0		
PROJECTED SURPLUS / (DEFICIT) TO _____				0		

YORK REGION CONDOMINIUM CORPORATION 585
7420 Bathurst Street, Vaughan, ON, L4J6X4
Office.: 905-764-3759; email: yrcc585@rogers.com

NEWSLETTER

May 3rd 2020

NEW OPERATIONAL BUDGET

Please find attached to this newsletter our next operational budget for June 1st 2020 – May 31st 2021. We are pleased to announce that there is no increase in the maintenance fee (i.e. Common Elements Fees).

The financial standing of our corporation is very good. As of March 20th, our Reserve Fund stands at $3,620,000 and Operational Reserve at $318,000.

PROJECTS

During the current budget year, the Board and the Management has implemented numerous initiatives to improve our building and to provide better quality of life to the residents:

- Garage waterproofing and the ramp resurfacing project is done. Outstanding is replacement of the railings over the entry ramp and repainting of the garage. We are ready to proceed with railings replacement when pandemic restrictions on construction are lifted.
- Garbage room floor has been resurfaced and waterproofed, compactor has been replaced with a silent one, four garbage bins have been repaired and repainted, and the fifth one has been replaced.
- Metal fence around the premises has been replaced.
- Energy retrofit is completed. It includes new computerized system that will optimize natural gas consumption for heating, cooling, and hot water plant. New energy efficient water pumps have been installed as well. Starting this summer, we expect to receive ongoing savings on natural gas and hydro as result of this project.
- The main entry doors and the door to the gym have been replaced with sliding ones. Door activation buttons have been replaced with no-touch ones to better protect our residents.
- Gym has been renovated, and new equipment has been installed.
- Improvements have been done in the outdoor pool with additional seating and new aqua fitness equipment.

- Resident gate arm near the gatehouse has been replaced to a modern one (shared item with other two buildings).
- Preliminary design has been completed for the lobby and the party room.
- Restoration of the whirlpool has been completed.
- The Board and the Management kept you updated via townhalls, newsletters and notices.

Those are items in our plans for the new fiscal year:

- Asphalt replacement project – a contract has been signed. The work will start with taking into consideration lifting of limitations on the construction business.
- The lobby and the party room renovation. Management is working with three contractors to convert the principal design into proposals that include bill of materials and labor cost.
- Rear gate to the mall on the metal fence – the Board has approved electrical system replacement; work will start when limitations on construction work are lifted.

GARBAGE MANAGEMENT

While we all spend more time home, and receive more packaged deliveries, there's an issue with volume of garbage the building residents produce. To optimize the volume of garbage, we'd like to ask residents to strictly follow protocol below:

- To dispose regular garbage, use garbage chutes as much as possible. The compactor in the garbage room compacts this garbage to the minimal volume. Do not dispose into garbage chutes any garbage that does not fit into a chute-fitting garbage bag.
- Regular garbage of bigger size should be placed into the big blue bulk container outside.
- Do NOT throw cardboard and cardboard boxes into the bulk container, or containers for recyclables. Cardboard and cardboard boxes should be cut or flattened and placed into the new wired mesh container. If you can't flatten the cardboard box, put it into the wired mesh container anyway. We'll flatten it.
- Do NOT bag recyclables. Bagged recyclables take more volume inside recyclables containers. Plastic bags also are not recyclables. Just pour recyclables into a container, and reuse bags for usual garbage or dispose those into a garbage chute. Flatten and compact recyclable materials to the extent possible, and remove lids from containers and bottles.
- We have added smaller dedicated container for wine bottles and beer cans.
- Please note that garbage bins on P1 and P2 have been removed, please dispose your car waste the same way as your household waste.

NOTICE OF FUTURE FUNDING OF THE RESERVE FUND
(UNDER SUBSECTION 94 (9) OF THE *CONDOMINIUM ACT, 1998*)

Condominium Act, 1998

TO: All owners in York Region Condominium Corporation No. 585

The board has received and reviewed a Class 2 Reserve Fund Study (Update with a Site Visit), dated May 9, 2019, prepared by Ben Engineering, Inc., and has proposed a plan for the future funding of the reserve fund that the board has determined will ensure that, in accordance with the regulations made under the *Condominium Act, 1998*, the reserve fund will be adequate for the major repair and replacement of the common elements and assets of the corporation.

This notice contains:

1. A summary of the reserve fund study.
2. A summary of the proposed funding plan.
3. A statement indicating the areas, if any, in which the proposed funding plan differs from the reserve fund study.

At the present time, the average contribution per unit per month to the reserve fund is $351.21. Based on the proposed funding plan, the average change in contribution per unit per month will be:

Year 1: (-)$ 76.21

Year 2: (+)$ 8.25

Year 3: (+)$ 8.50

The proposed funding plan will be implemented beginning on June 1, 2019.

Dated this 9th day of May, 2019.

York Region Condominium Corporation No. 585:

Signature of Director	Signature of Director
Arkady Ratner	EVIE ISENBERG
Print Name	Print Name
President of the board	DIRECTOR.
Title	Title

(Affix corporate seal or add a statement that the persons signing have the authority to bind the corporation.)

SUMMARY OF RESERVE FUND STUDY

The following is a summary of the Class 2 Reserve Fund Study (Update with a Site Visit), dated May 9, 2019, prepared by Ben Engineering, Inc. for York Region Condominium Corporation No. 585. (known as the "Reserve Fund Study").

Subsection 94 (1) of the *Condominium Act, 1998*, requires the corporation to conduct periodic studies to determine whether the amount of money in the reserve fund and the amount of contributions collected by the corporation are adequate to provide for the expected costs of major repair and replacement of the common elements and assets of the corporation. As a result, the corporation has obtained the Reserve Fund Study.

The estimated expenditures from the reserve fund for the next thirty (30) years are set out in the CASH FLOW TABLE. In this summary, the term "annual contribution" means the total amount to be contributed each year to the reserve fund, exclusive of interest earned on the reserve fund. The recommended annual contribution for the 2020 fiscal year is $650,100, increased by 3% each year thereafter, and based on the estimated expenditures and the following:

Estimated opening Balance of the Reserve Fund:	$4,000,000
Minimum Reserve Fund Balance during the projected period	$1,194,326
Assumed Annual Inflation Rate for Reserve Fund Expenditures:	2.00%
Assumed Annual Interest Rate for interest earned on the Reserve Fund:	1.00%

The Reserve Fund Study can be examined at _____ upon a *written request and reasonable notice are required as set out in subsection 55 (3) of the Condominium Act, 1998.*

CASH FLOW TABLE

Estimated opening Balance of the Reserve Fund:	$4,000,000
Minimum Reserve Fund Balance during the projected period	$1,194,326
Assumed Annual Inflation Rate for Reserve Fund Expenditures:	2.00%
Assumed Annual Interest Rate for interest earned on the Reserve Fund:	1.00%

Fiscal Year	Assumed Annual Interest Rate for interest earned on the Reserve Fund (%/Year)	Opening Balance	Recommended Annual Contribution	Estimated Inflation Adjusted Expenditures	Estimated Interest Earned	Percentage Increase in Recommended Annual Contribution	Closing Balance (inflation Adjected)
2020	1.00%	$4,000,000	$650,100	$1,235,500	$40,000	-21.70%	$3,454,600
2021	1.00%	$3,454,600	$669,603	$439,620	$34,146	3.00%	$3,718,729
2022	1.00%	$3,718,729	$689,691	$270,504	$36,846	3.00%	$4,174,762
2023	1.00%	$4,174,762	$710,382	$720,348	$41,379	3.00%	$4,206,175
2024	1.00%	$4,206,175	$731,693	$852,957	$41,648	3.00%	$4,126,560
2025	1.00%	$4,126,560	$753,644	$773,961	$40,849	3.00%	$4,147,092
2026	1.00%	$4,147,092	$776,253	$239,873	$41,062	3.00%	$4,724,535
2027	1.00%	$4,724,535	$799,541	$182,067	$46,835	3.00%	$5,388,844
2028	1.00%	$5,388,844	$823,527	$616,293	$53,420	3.00%	$5,649,499
2029	1.00%	$5,649,499	$848,233	$915,202	$55,961	3.00%	$5,638,491
2030	1.00%	$5,638,491	$873,680	$560,737	$55,825	3.00%	$6,007,259
2031	1.00%	$6,007,259	$899,890	$686,343	$59,514	3.00%	$6,280,321
2032	1.00%	$6,280,321	$926,887	$1,968,945	$62,208	3.00%	$5,300,471
2033	1.00%	$5,300,471	$954,694	$2,472,082	$52,383	3.00%	$3,835,465
2034	1.00%	$3,835,465	$983,335	$817,417	$37,831	3.00%	$4,039,213
2035	1.00%	$4,039,213	$1,012,835	$1,608,043	$40,014	3.00%	$3,484,018
2036	1.00%	$3,484,018	$1,043,220	$137,279	$34,440	3.00%	$4,424,399
2037	1.00%	$4,424,399	$1,074,516	$1,509,460	$43,900	3.00%	$4,033,355
2038	1.00%	$4,033,355	$1,106,752	$3,474,209	$39,895	3.00%	$1,705,792
2039	1.00%	$1,705,792	$1,139,954	$598,749	$16,659	3.00%	$2,263,656
2040	1.00%	$2,263,656	$1,174,153	$756,347	$22,470	3.00%	$2,703,932
2041	1.00%	$2,703,932	$1,209,378	$142,170	$26,815	3.00%	$3,797,954
2042	1.00%	$3,797,954	$1,245,659	$227,259	$37,711	3.00%	$4,854,066
2043	1.00%	$4,854,066	$1,283,029	$387,917	$48,164	3.00%	$5,797,340
2044	1.00%	$5,797,340	$1,321,519	$706,908	$57,492	3.00%	$6,469,443
2045	1.00%	$6,469,443	$1,361,165	$2,887,467	$64,120	3.00%	$5,007,261
2046	1.00%	$5,007,261	$1,402,000	$406,641	$49,431	3.00%	$6,052,052
2047	1.00%	$6,052,052	$1,444,060	$467,346	$60,026	3.00%	$7,088,793
2048	1.00%	$7,088,793	$1,487,382	$2,562,788	$70,288	3.00%	$6,083,675
2049	1.00%	$6,083,675	$1,532,003	$1,386,935	$60,134	3.00%	$6,288,877

SUMMARY OF PROPOSED PLAN FOR FUTURE FUNDING OF THE RESERVE FUND

The following is a summary of the board's proposed plan for the future funding of the reserve fund.

The board of York Region Condominium Corporation No. 585 has reviewed the Class 2 Reserve Fund Study (Update with a Site Visit), dated May 9, 2019, prepared by Ben Engineering, Inc. for the corporation (known as the "Reserve Fund Study") and has proposed a plan for the future funding of the reserve fund that the board has determined will ensure that, in accordance with the regulations made under the *Condominium Act, 1998*, the reserve fund will be adequate for the major repair and replacement of the common elements and assets of the corporation.

The board has adopted the funding recommendations of the Reserve Fund Study and will implement them as set out in the Contribution Table.

The total annual contribution recommended under the proposed funding plan for the 2020 fiscal year is $650,100, which represents a decrease of 21.70% over the amount of the current year.

OR

The board has not adopted the funding recommendations of the Reserve Fund Study and has proposed a plan for the future funding of the reserve fund as set out in the Contribution Table based on the following:

Opening Balance of the Reserve Fund:	$ _____
Minimum Reserve Fund Balance during the projected period	$ _____
Assumed Annual Inflation Rate for Reserve Fund Expenditures:	_____%
Assumed Annual Interest Rate for interest earned on the Reserve Fund:	_____%

The total annual contribution recommended under the proposed funding plan for the current fiscal year is $ _____, which is represents an increase of _____% over the amount already budgeted).

The Proposed Plan for Future Funding of the Reserve Fund can be examined at _____

_____, upon *a written request and reasonable notice are required as set out in subsection 55 (3) of the Condominium Act, 1998.*

Province of Ontario

Document General

Form 4 — Land Registration Reform Act, 1984

Form No. 848

D

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1987 JUN 19 PM 3:49

LT 390 392

(1) Registry ☐ Land Titles ☒

(2) Page 1 of ~~12~~ 15 pages

(3) Property Identifier(s) Block Property

Additional: See Schedule ☐

(4) Nature of Document

By-Law No. 3 (Condominium Act, Section 28)

(5) Consideration

Dollars $

(6) Description

All Units and Common Elements comprising the property included in York Region Condominium Plan No. 585, Town of Vaughan, Regional Municipality of York, Land Registry Office for the Land Titles Division of York Region. (No. 65)

New Property Identifiers

Additional: See Schedule ☐

Executions

Additional: See Schedule ☐

(7) This Document Contains: (a) Redescription New Easement Plan/Sketch ☐ (b) Schedule for: Description ☐ Additional Parties ☐ Other ☐

(8) This Document provides as follows:

See Schedule for By-Law and Certificate.

Continued on Schedule ☐

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

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

Name(s)	Signature(s)	Date of Signature Y	M	D
YORK REGION CONDOMINIUM CORPORATION NO. 585 (Applicant) by its Solicitor Bernard J. Persiko		1987	06	16

(11) Address for Service 3650 Victoria Park Avenue, Suite 500, North York, Ontario M2H 3P7

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

Name(s)	Signature(s)	Date of Signature Y	M	D

(13) Address for Service

(14) Municipal Address of Property

7420 Bathurst Street
Thornhill, Ontario

(15) Document Prepared by:

Bernard J. Persiko
ROSE, PERSIKO, ARNOLD
15 Toronto Street, 9th Floor
TORONTO, Ontario M5C 2E3

FOR OFFICE USE ONLY

Fees and Tax	
Registration Fee	
Total	

10174 (12/84)

THE CONDOMINIUM ACT

CERTIFICATE

YORK REGION CONDOMINIUM CORPORATION NO. 585 hereby certifies that the By-Law Number 3 attached hereto was made in accordance with The Condominium Act, R.S.O. 1980 c. 84, and any amendments thereto, the Declaration and the By-Laws of the Corporation, and that the said By-Law Number 3 has not been amended and is in full force and effect.

DATED at the City of Toronto, in the Municipality of Metropolitan Toronto, this 2nd day of June, 1987.

YORK REGION CONDOMINIUM CORPORATION
NO. 585

Per: _____
Secretary - Bernard J. Persiko

YORK REGION CONDOMINIUM CORPORATION
NO. 585
BY-LAW NUMBER 3

BE IT ENACTED as a By-law of York Region Condominium Corporation No. 585 (hereinafter referred to as the "Corporation") as follows:

1. That the Corporation enter into an agreement in the form of agreement annexed hereto as Schedule "A" (hereinafter called the "Common Facilities Agreement") with Promenade Towers One Limited ("Promenade") and Bathurst-Seven Limited (hereinafter called the "Owner"), for the purposes of:

   (a) Providing for the control over the use, operation and maintenance of the Gate House, including the responsibility to pay a proportionate share of all repair, replacement, maintenance, operating and improvement costs relating or pertaining to the Gate House and the Common Interior Roadway;

   (b) providing for the mutual use and regulation of the Common Facilities; and

   (c) providing for or regulating those other matters therein set forth.

2. That the Corporation be and it is hereby authorized to execute any further documents or other assurance with Promenade and the Owner or their successors and assigns, as may be required from time to time in order to give effect to the provisions of the Common Facilities Agreement.

3. That all terms, provisions and conditions set out in the Common Facilities Agreement, including without limitation, all covenants and agreements made by or on behalf of the Corporation, are hereby authorized ratified, sanctioned and confirmed.

4. That the President or Secretary of the Corporation be and he is hereby authorized to execute, on behalf of the Corporation, the Common Facilities Agreement, together with all other documents or instruments which are ancillary to the Common Facilities Agreement, including without limitation, all instruments or affidavits which may be required in order to register the Common Facilities Agreement on the title to the condominium property of the Corporation and all such documents and instruments are hereby authorized, ratified, sanctioned and confirmed.

The foregoing Special By-law No. 3 is hereby passed by the directors of the Corporation pursuant to the Condominium Act of Ontario as evidenced by the respective signatures hereto of all the directors.

DATED at Toronto, this 2nd day of June, 1987.

Alan R. Menkes

Jack Rose

Jim Leon

Bernard J. Persiko

Ian Marples

The undersigned, which own 100% of the units, hereby confirm, pursuant to the provisions of the Condominium Act of Ontario, the foregoing Special By-law No. 3 of the said Corporation signed by all of the directors of the said Corporation, as Special By-law No. 3 hereto, pursuant to the provisions of the said Condominium Act on the 2nd day of June, 1987.

DATED at Toronto, this 2nd day of June, 1987.

PROMENADE TOWERS ONE LIMITED

per: _____
Vice-President - Alan R. Menkes

per: _____
Secretary - Jack Rose

SCHEDULE "A"
TO BY-LAW NUMBER 3
YORK REGION CONDOMINIUM CORPORATION NO. 585

THIS AGREEMENT made this 2nd day of June, 1987.

B E T W E E N:

PROMENADE TOWERS ONE LIMITED,

a corporation incorporated under the laws of the Province of Ontario;

(hereinafter called "Promenade One")

OF THE FIRST PART

-and -

PROMENADE TOWERS TWO LIMITED,

a corporation incorporated under the laws of the Province of Ontario;

(hereinafter called "Promenade Two")

OF THE SECOND PART

- and -

PROMENADE TOWERS THREE LIMITED

a corporation incorporated under the laws of the Province of Ontario;

(hereinafter called "Promenade Three")

OF THE THIRD PART

- and -

YORK REGION CONDOMINIUM CORPORATION NO. 585,

a condominium created by the registration of a declaration and description on the 29th day of May, 1987 in the Land Titles Division of York Region (No.65) at Newmarket;

(hereinafter called the "Corporation or "this Corporation");

OF THE FOURTH PART

WHEREAS the Corporation is a condominium corporation in respect of the units and their appurtenant common interests which together comprise the property contained in the Corporation's Condominium Plan, and which consist of those lands and premises situate in the Town of Vaughan, in the Regional Municipality of York, and being the Common Elements and General Index and Property Parcel Index for York Region Condominium Corporation No. II registered in the Land Registry Office for the Land Titles Division of York Region (No. 65) at Newmarket (which lands are hereinafter referred to as the "Building A Lands" and are more particularly described in Schedule "A" hereto and are municipally known as 7420 Bathurst Street, Thornhill, Ontario).

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AND WHEREAS Promenade Two is the registered owner of those lands and premises situate in the Town of Vaughan, in the Regional Municipality of York, lying adjacent to the Building A lands, and being composed of those lands and premises more particularly described in Schedule "B" hereto (which lands are hereinafter referred to as the "Building B Lands", and is municipally known as 7440 Bathurst Street, Thornhill, Ontario);

AND WHEREAS Promenade Three is the registered owner of those lands and premises situate in the Town of Vaughan, in the Regional Municipality of York, lying adjacent to the Building B Lands, and being composed of those lands and premises more particularly described in Schedule "C" hereto (which lands are hereinafter referred to as the "Building C Lands", and is municipally known as 7460 Bathurst Street, Thornhill, Ontario);

AND WHEREAS the Building B Lands and the Building C Lands shall collectively be referred to as the "Adjacent Condominium Lands".

AND WHEREAS Promenade Two intends to construct a high-rise condominium apartment building and related facilities upon the Building B Lands, and intends to register the same as a separate condominium corporation (hereinafter sometimes referred to as the "Adjacent B Condominium Corporation");

AND WHEREAS Promenade Three intends to construct a high-rise condominium apartment building and related facilities upon the Building C Lands, and intends to register the same as a separate condominium corporation (hereinafter sometimes referred to as the "Adjacent C Condominium Corporation");

AND WHEREAS the Adjacent B Condominium Corporation and the Adjacent C Condominium Corporation shall be collectively referred to as the "Adjacent Condominium Corporations".

AND WHEREAS Promenade One, as at the date hereof, is the owner of the condominium units within the Building A Lands;

AND WHEREAS within the Building A Lands is a Gate-House and adjacent land designated as Unit 4 on Level 1 (the "Gate House");

AND WHEREAS the description of the Building A Lands contained in Schedule "A" hereto includes a right of way for the purpose of vehicular and pedestrian ingress and egress over,

along and upon that Part of Block 9, Plan 65M-2325 designated as Parts 7, 13, 17, 18, 19, 21, 22 and 23, Plan 65R-9806, Town of Vaughan, Regional Municipality of York. These Parts comprise a Roadway which is intended for the common use of the owners of the Building A Lands, Building B Lands and Building C Lands, and is hereinafter referred to as the "Common Interior Roadway";

AND WHEREAS the parties hereto have also entered into this agreement for the purposes of providing for the mutual use, maintenance and cost-sharing of the Common Interior Roadway, and all or any utilities services located therein which will serve and benefit this Corporation and either one or all of the Three Condominium Corporations, as hereinafter defined;

AND WHEREAS the words "Common Elements", "Common Expenses", "Common Interest", "Declaration", "Description", By-Laws", "Registration", "Rules", shall have the same meanings as are ascribed to such terms in the Condominium Act, R.S.O., 1980, c.84, as amended from time to time, and includes all regulations under such Act, as amended from time to time, (the "Act");

AND WHEREAS the Gate House and Common Interior Roadway are herein collectively called the "Common Facilities";

AND WHEREAS ownership of the Gate House shall ultimately be shared amongst the owners of this Corporation, Adjacent B Condominium Corporation and Adjacent C Condominium Corporation, (with the owners of this Corporation and the Adjacent Condominium Corporations being hereinafter collectively referred to as the "Three Condominium Corporations") as tenants in common.

AND WHEREAS the parties hereto have entered into this agreement in order to provide for the control over the use, operation and maintenance of the Gate House, including the responsibility to pay a proportionate share of all repair, replacement, maintenance, operating and improvement costs related or pertaining to the Gate House and the Common Interior Roadway (the "Facilities Costs");

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration and the sum of TEN ($10.00) DOLLARS of lawful money of Canada now paid by each of the parties hereto to the other (the receipt and sufficiency of which is hereby acknowledged by all parties), the parties hereby covenant and agree to and with each other and each of them as follows:

ARTICLE 1:00
RECITALS

1.01 The recitals hereinbefore set forth are true in substance and in fact.

ARTICLE 2.00
GATE HOUSE

2.01 (a) The parties hereto hereby acknowledge, confirm and agree that ownership of the Gate House shall ultimately be shared amongst the Three Condominium Corporations as tenants in common, in the proportions that the number of registered dwelling units in each of the Three Condominium Corporations bears to the total number of registered dwelling units in all Three Condominium Corporations ("Proportionate Share").

2.01 (b) Once ownership of the Gate House has been transferred to the Three Condominium Corporations by Promenade One as aforesaid, any further sale, transfer, other conveyance or mortgage of the whole or any portion of the Gate house, including any sale, transfer or other conveyance of the beneficial ownership or interest in the Gate House shall not be permitted without the unanimous consent of the Three Condominium Corporations.

Any other instrument or document purporting to sell, transfer, convey, mortgage, charge or encumber any of the Three Condominium Corporation's interest in the Gate House shall be void and of no effect whatsoever.

2.01 (c) As at the date of this Agreement, it is intended that the Building A Lands will be comprised of approximately 198 dwelling units; the Building B Lands will be comprised of approximately 198 dwelling units; and the Building C Lands will be comprised of approximately 197 dwelling units. Until the final registration of all Three Condominium Corporations, the Corporation's Proportionate Share of the Gate House and of the Facilities Costs shall be based upon this proposed dwelling unit count. However, should the actual number of registered dwelling units in the Three Condominium Corporations change from those presently intended, resulting in a change in the proportionate interest of each of the Three Condominium Corporations in the Gate House, the parties hereto covenant and agree to effect an appropriate re-adjustment between themselves in respect of the

amounts theretofore paid as part of each of the party's Proportionate Share of the Facilities Costs, so that the payment of its Proportionate Share of the Facilities Costs accords with the final proportionate interest of each party in the Gate House.

2.02 Notwithstanding that the transfer of ownership of the Gate House to the Three Condominium Corporations respectively (as tenants in common) in accordance with their respective Proportionate Interests may or may not yet have occured, the owners of dwelling units in any of the Three Condominium Corporations and their respective, residents and invitees (the "Permitted Users") shall have immediate use and enjoyment of the Gate House as soon as same is completed and operational. The Permitted Users shall have reasonable access to the Gate House and no provision contained in any of the by-laws or rules of the Corporation or the Three Condominium Corporations, shall restrict the access of the Permitted Users to the Gate House as hereinbefore provided.

2.03 Notwithstanding anything provided in this agreement to the contrary, the transfer of the Gate House to the Three Condominium Corporations by Promenade One as aforesaid, and the control over the use, maintenance and operation of the Common Facilities shall be governed by Promenade One until the earlier of:

(a) the date upon which the Three Condominium Corporations have been registered as separate condominiums and all units therein have been sold and conveyed; or

(b) such earlier date as Promenade One may determine in its sole and unfettered discretion.

2.04 Until the earlier of the two dates referred to in Section 2.03 hereof (which earlier date is hereinafter referred to as the "Transfer Date"), Promenade One shall have the unilateral right to manage, operate and control, the Gate House, and shall prepare and submit to the Corporation and to such of the Adjacent Condominium Corporations which have been registered (not less than once annually) for incorporation as part of the overall annual budget, a separate budget (the "Common Budget") outlining the costs of providing and maintaining services, equipment and staff for the Gate House, as well as the costs of maintaining, repairing and/or replacing the Gate House and Common Interior Roadway, which shall constitute the then applicable Facilities Costs of which each party shall be responsible for payment of its Proportionate Share.

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ARTICLE 3
COST SHARING PROVISIONS FOR THE COMMON INTERIOR ROADWAY

3.01 The parties hereto hereby covenant and agree to maintain and keep in good repair the Common Interior Roadway, and the cost of maintaining, repairing or replacing same shall be borne as follows:

(a) Each of the Three Condominium Corporations shall pay and be solely responsible for that proportion or percentage of the total cost of maintaining, repairing or replacing the Common Interior Roadway as is equivalent to their respective Proportionate Interest in the Gate House (herein referred to as its Proportionate Share thereof), provided that until the Three Condominium Corporations are registered, Promenade Two and Promenade Three shall pay and be responsible for the Proportionate Share of such maintenance and repair costs for and in respect of each of the Adjacent Condominium Corporations which is not yet registered that such Corporation if registered would otherwise be responsible for. The Corporation hereby confirms that from the date of registration of its Declaration, it shall pay and be solely responsible for its Proportionate Share of such maintenance and repair costs.

b) Each of the Three Condominium Corporations (and Promenade Two and/or Promenade Three, in respect of each of the Adjacent Condominium Corporations which is not registered), shall contribute such sums of money for the proper maintenance and repair of the Common Interior Roadway in the proportions established by the preceding subparagraph, in accordance with Article 4.00 hereof.

3.02 Pursuant to the provisions of section 2.01(c) hereof, should the actual number of registered dwelling units in the Three Condominium Corporations change from those presently intended, resulting in a change in the Proportionate Interest of each of the Three Condominium Corporations in the Gate House, the parties hereto covenant and agree to effect an appropriate re-adjustment between themselves in respect of any amounts theretofore paid as part of each of the party's Proportionate Share of the Facilities Costs.

ARTICLE 4.00
COMMITTEE

4.01 From and after the Transfer Date, the use and maintenance of the Common Facilities, as well as the preparation and submission of the Common Budget outlining the Facilities Costs, shall be governed by a committee (hereinafter referred to as the

"Committee"). Notwithstanding their respective Proportionate Interests in the Common Facilities, each of the Three Condominium Corporations shall have equal representation on the Committee, provided that if any of the Adjacent Condominium Corporations is not registered by the Transfer Date, then Promenade Two and Promenade Three (as the case may be), shall be entitled to nominate its own representatives on the Committee in the place and stead of the Adjacent Condominium Corporations which is not then registered. The Committee shall be formed immediately upon the occurance of the Transfer Date and shall consist of six (6) members, two (2) members of which shall be appointed by each of the boards of directors of the Three Condominium Corporations and by Promenade Two and/or Promenade Three in respect of the Adjacent Condominium Corporations which is not yet registered under the Act. At least four (4) representatives of the Committee must be present in person or by proxy to constitute a quorum. All decisions of the Committee shall be decided by a majority vote with each member thereof having one vote and any Chairman of the Committee shall not have a casting or deciding vote. Any member of the Commitee may call a meeting thereof by giving prior written notice thereof to all other members of the Committee in the same manner as notices are required to be given to directors of a condominium corporation as prescribed in the Act with respect to directors meetings. The Committee shall, inter alia, be responsible for [1] establishing rules of conduct and procedure with regard to the use and maintenance of the Gate House, [2] the provision of heat, hydro, water and staff for the Gate House, [3] the provision, maintenance and replacement of equipment and buildings in respect of the Gate House and [4] the preparation and submission to the Corporation and the Three Condominium Corporations, not less than once annually, of the Common Budget, outlining the costs of the matters hereinbefore referred to, together with the costs of municipal taxes pertaining to the Gate House. From and after the Transfer Date the Committee shall determine such other provisions relating to the conduct and operation of the Gate House as are not inconsistent with the provisions of this Agreement.

4.02 The Corporation covenants and agrees to adopt and be bound by the Common Budget prepared by Promenade One or the Committee, as part of the Corporation's overall annual budget, and agrees to pay and be solely responsible for its Proportionate Share of the Facilities Costs particularly set forth in the Common Budget.

4.03 Promenade Two and Promenade Three covenant and agree to adopt and be bound by the Common Budget prepared by Promenade One or the Committee and agree to pay and to be responsible for its Proportionate Share of the Facilities Costs.

4.04 Promenade Two and Promenade Three and the Corporation shall contribute, pay and be responsible for payment of their respective Proportionate Shares of the Facilities Costs in each annual fiscal period designated by Promenade One or the Committee in accordance with the Common Budget and shall pay such Costs in twelve (12) equal consecutive monthly installments on the first day of each and every month during the annual fiscal period. The contributions to the said Costs shall be adjusted and paid forthwith following the end of each fiscal period designated by Promenade One or the Committee immediately following the issuance of the financial statements for such period.

4.05 Any amounts not contributed by any of the Three Condominium Corporations (or Promenade Two and Promenade Three in respect of the Adjacent Condominium Corporations which are not registered) in accordance with the foregoing provisions, shall, until advanced, bear interest at the rate of twenty-four (24%) per cent per annum, calculated and compounded monthly on such amount as is from time to time unpaid, and until so paid, such amount together with interest thereon as aforesaid shall, to the extent thereof, be and constitute a first lien and charge against:

(a) the lands or assets of such of the Three Condominium Corporations which has failed to pay its Proportionate Share of the Facilities Costs; and

(b) the lands upon which no condominium is registered, where Promenade Two and/or Promenade Three ought to have contributed its Proportionate Share of the Facilities Costs in respect of the Adjacent Condominium Corporations which is not registered, and such lien and charge is enforceable in the same manner as a mortage in default.

ARTICLE 5.00
ARBITRATION

5.01 The validity construction and performance of this agreement shall be governed by the laws of the Province of Ontario, and any dispute that may arise under or in relation to this agreement, including its validity, construction or performance, shall be determined by arbitration upon application to a single judge of the Supreme Court of Ontario in accordance with,

and pursuant to the provisions of the Arbitrations Act of Ontario, R.S.O. 1980, as amended.

ARTICLE 6:00
NOTICES

6.01 Any notices required or desired to be given to any of the parties hereto in connection with this agreement or arising therefrom shall be in writing, and shall either be hand delivered, or delivered by prepaid registered post to the parties at the following addresses:

(a) to Promenade One at
3650 Victoria Park Avenue, 5th Floor
Willowdale, Ontario
M2H 3P7

(b) to Promenade Two at
3650 Victoria Park Avenue, 5th Floor
Willowdale, Ontario
M2H 3P7

(c) to Promenade Three at
3650 Victoria Park Avenue, 5th Floor
Willowdale, Ontario
M2H 3P7

(d) to the Corporation at
3650 Victoria Park Avenue, 5th Floor
Willowdale, Ontario
M2H 3P7

6.02 All notices shall be deemed to have been given on the third business day following the date of mailing, or the date upon which notice is personally delivered, as the case may be. Any party may from time to time, by written notice to the other parties in accordance with the foregoing provisions, change the address to which its notices are to be delivered.

ARTICLE 7.00
SUCCESSORS AND ASSIGNS

7.01 This agreement shall be binding upon, and shall enure to the benefit of, the parties hereto and their respective successors and assigns.

7.02 Promenade Two further covenants and agrees that upon the registration of Adjacent B Condominium Corporation, as the Declarant thereof, it shall cause the Condominium Corporation to ratify this agreement so that such Condominium Corporation agrees to be bound by all the terms, provisions and conditions contained herein, to the same effect as if such Condominium Corporation had

been an original party hereto in the place and stead of Promenade Two insofar as Promenade Two's participation in, and obligations under, this agreement relate to such Condominium Corporation. Moreover, notwithstanding anything provided in this agreement to the contrary, as and when the Condominium Corporation is registered, Promenade Two shall be automatically released and discharged from its obligations and liabilities hereunder to the extent that such liabilities and obligations have been assumed by such Condominium Corporation.

7.03 Promenade Three further covenants and agrees that upon the registration of Adjacent C Condominium Corporation, as the Declarant thereof, it shall cause the Condominium Corporation to ratify this agreement so that such Condominium Corporation agrees to be bound by all the terms, provisions and conditions contained herein, to the same effect as if such Condominium Corporation had been an original party hereto in the place and stead of Promenade Three insofar as Promenade Three's participation in, and obligations under, this agreement relate to such Condominium Corporation. Moreover, notwithstanding anything provided in this agreement to the contrary, as and when the Condominium Corporation is registered, Promenade Three shall be automatically released and discharged from its obligations and liabilities hereunder to the extent that such liabilities and obligations have been assumed by such Condominium Corporation.

7.04 The parties hereto hereby consent to the registration of this agreement against the title to the Building A Lands, Building B Lands, and Building C Lands, and hereby acknowledge, confirm and agree that this agreement shall be deemed and construed to run with the title to each of such lands, and shall be binding upon the successors in title to each of such lands.

ARTICLE 8:00
GENERAL

8.01 This agreement is subject to compliance with the subdivision and part lot control provisions of the Planning Act 1983, as amended.

8.02 The headings used in the body of this agreement form no part thereof, but shall be deemed to be inserted for convenience of reference only.

8.03 This agreement shall be read and construed as the number and gender of the party or parties referred to in each case requires, and as may otherwise be required by the context.

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8.04 The parties hereto covenant and agree to forthwith execute all further assurances or other documents necessary or required to carry out the true intent of these presents.

8.05 If any clause or section of this agreement shall be determined by a court of competent jurisdiction to be illegal or unenforceable, then such clause or section shall be considered separate and severable from this agreement, and the remaining provisions thereof shall remain in full force and effect, and shall be binding upon the parties hereto as though the said illegal or unenforceable clause or section had never been included.

8.06 This agreement may be executed in one or more counterparts, each of which when so executed shall constitute an original, and all of which shall together constitute one and the same agreement.

IN WITNESS WHEREOF the parties hereto have hereunto caused to be affixed their corporate seals, duly attested to by their respective proper signing officers authorized in that behalf.

PROMENADE TOWERS ONE LIMITED

Per: _____
Vice-President - Alan R. Menkes

Per: _____
Secretary - Jack Rose

PROMENADE TOWERS TWO LIMITED

Per: _____
Vice-President - Alan R. Menkes

Per: _____
Secretary - Jack Rose

PROMENADE TOWERS THREE LIMITED

Per: _____
Vice-President - Alan R. Menkes

Per: _____
Secretary - Jack Rose

YORK REGION CONDOMINIUM CORPORATION NO. 585

Per: _____
President - Alan R. Menkes

Per: _____
Secretary - Bernard J. Persiko

Province of Ontario

Document General

Form 4 — Land Registration Reform Act, 1984

Form No. 985

D

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1987 JUN 19 PM 3:49

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(1) Registry ☐ Land Titles ☒

(2) Page 1 of 16 pages

(3) Property Identifier(s) Block Property Additional: See Schedule ☐

(4) Nature of Document

By-Law No.4 (Condominium Act, Section 28)

(5) Consideration

Dollars $

(6) Description

All Units and Common Elements comprising the property included in York Region Condominium Plan No. 585, Town of Vaughan, Regional Municipality of York, Land Registry Office for the Land Titles Division of York Region. (No. 65)

New Property Identifiers Additional: See Schedule ☐

Executions Additional: See Schedule ☐

(7) This Document Contains: (a) Redescription New Easement Plan/Sketch ☐ (b) Schedule for: Description ☐ Additional Parties ☐ Other ☐

(8) This Document provides as follows:

See Schedule for By-Law and Certificate.

Continued on Schedule ☐

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

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

Name(s)	Signature(s)	Date of Signature Y	M	D
YORK REGION CONDOMINIUM CORPORATION NO. 585 (Applicant) by its Solicitor Bernard J. Persiko		1987	06	16

(11) Address for Service 3650 Victoria Park Avenue, Suite 500, North York, Ontario M2H 3P7

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

Name(s)	Signature(s)	Date of Signature Y	M	D

(13) Address for Service

(14) Municipal Address of Property

7420 Bathurst Street
Thornhill, Ontario

(15) Document Prepared by:

Bernard J. Persiko
ROSE, PERSIKO, ARNOLD
15 Toronto Street, 9th Floor
TORONTO, Ontario M5C 2E3

FOR OFFICE USE ONLY

Fees and Tax	
Registration Fee	
Total	

10174 (12/84)

THE CONDOMINIUM ACT

CERTIFICATE

YORK REGION CONDOMINIUM CORPORATION NO. 585 hereby certifies that the By-Law Number 4 attached hereto was made in accordance with The Condominium Act, R.S.O. 1980 c. 84, and any amendments thereto, the Declaration and the By-Laws of the Corporation, and that the said By-Law Number 4 has not been amended and is in full force and effect.

DATED at the City of Toronto, in the Municipality of Metropolitan Toronto, this 2nd day of June, 1987.

YORK REGION CONDOMINIUM CORPORATION
NO. 585

Per: _____
Secretary - Bernard J. Persiko

Be it enacted as By-Law No. 4 of YORK REGION CONDOMINIUM CORPORATION NO. 585 (hereinafter referred to as the "Corporation") as follows:

That the President and Secretary may from time to time enter into an agreement with an Insurance Trustee respecting insurance for the Corporation, in the general form, a copy of which is hereto annexed.

The President and Secretary be and are hereby authorized to enter into a Management Agreement in the general form, a copy of which is hereto annexed.

The foregoing By-Law No. 4 is hereby passed by the Directors of the Corporation pursuant to the Condominium Act of Ontario as evidenced by the respective signatures hereto of all the Directors.

DATED this 2nd day of June, 1987.

Alan R. Menkes

Jack Rose

Jim Leon

Bernard J. Persiko

Ian Marples

The undersigned, which owns 100% of the units, hereby confirms, pursuant to the provisions of the Condominium Act of Ontario, the foregoing By-Law No. 4 of the said Corporation signed by all the Directors of the said Corporation as By-Law No. 4 thereof pursuant to the provisions of the Condominium Act on the 2nd day of June, 1987.

DATED this 2nd day of June, 1987.

PROMENADE TOWERS ONE LIMITED

Per: _____
Vice-President - Alan R. Menkes

Per: _____
Secretary - ~~Bernard J. Persiko~~
Jack Rose

SCHEDULE

INSURANCE TRUST AGREEMENT

THIS AGREEMENT made in duplicate this 2nd day of June, 1987.

B E T W E E N:

YORK REGION CONDOMINIUM CORPORATION NO. 585

(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 provision 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, c. 84 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 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

All insurance proceeds received by the Trustee shall be held by it in trust and paid in accordance with the following terms and conditions:

1. In the event of:

(a) damage to the buildings, if the Trustee receives a certificate duly executed by the President (or Vice-President) and the Secretary of the Settlor, certifying:

(i) that the board has determined that less than 25% of the buildings has been substantially damaged, or

(ii) that the board has determined that 25% or more of the buildings has been substantially damaged, and that owners who own 80% of the common elements have voted for repairs within sixty (60) days of the such determination by the board, or

(b) damage to the property, excluding the buildings and the units,

the Trustee shall disburse the proceeds of all insurance in its hands and arising out of such damage towards the cost of repairing such damage from time to time, as the repairs of such damage progress, upon the written request of the Settlor accompanied by the following:

(i) a certificate signed by the President (or Vice-President) and the Secretary of the Settlor dated not more than thirty (30) days prior to such request and counter-signed by the Architect or Engineer, if any, employed by the Settlor in connection with such repairs, setting forth the following:

(a) That the sum then requested either has been paid by the settlor or is justly due to contractors, sub-contractors, materialmen, engineers, architects or other persons who have rendered services or furnished materials for repairs therein specified, the names and addresses of such persons, a brief description of such services and materials, the several amounts so paid or due to each of said persons in respect thereto, that no part of such expenditures has been or is being made the basis of any previous or then pending request for the payment of insurance proceeds then held by the Trustee, or has theretofore been paid out of such insurance proceeds, and that the sum then requested does not exceed the value of the services and materials described in such certificate;

(b) That except for the amount, if any, stated in such certificate to be due for services or materials, there is no outstanding indebtedness known to the Settlor, after due enquiry, which is then due for labour, wages, materials, supplies or services in connection with such repairs which if unpaid might become the basis of a construction lien, by reason of such repair, to the building or any part thereof;

(ii) an opinion of a solicitor, acting for the Settlor or other evidence reasonably satisfactory to the Trustee to the effect that there has not been filed with respect to the building or the property, or any part thereof, any construction lien which has not been discharged except such as will be discharged by payment of the amount then requested.

Any balance of proceeds of insurance remaining in the Trustee's hands after payment in full of the cost of the repairs of the buildings as aforesaid, shall be paid over by the Trustee to the Settlor.

2. If, upon the receipt of any certificate referred to in paragraph 1 of this Article the Trustee shall not have sufficient funds to pay the amount due and owing as set out therein, the Settlor shall be so notified by the Trustee, and the Settlor shall further notify, in writing, the Trustee as to which of the persons or companies set forth in the asid certificate are to be paid by the Trustee.

3. The Trustee shall not be under any duty to enquire as to the correctness of any amounts received by it on account of the proceeds of any insurance, nor shall it be under any obligation to take any steps to enforce the payment thereof to it.

ARTICLE IV

Deficiency of Insurance Proceeds

The Settlor shall be promptly notified of any proceeds of insurance deposited with the Trustee on behalf of the Settlor and the Trustee shall be under no obligation to make any payments specified in this Agreement except out of the proceeds of insurance held in trust for the Settlor.

ARTICLE V
Liability and Indemnification of Trustees

1. The Trustee shall have no duties except those which are expressly set forth in this Agreement and shall in no way be responsible or liable for any loss, cost or damages which may result from anything done or omitted to be done by such Trustee hereunder, except in the case of negligence or bad faith. The Trustee shall be protected in acting upon any certificate, statement, request, consent, agreement or other instrument whatsoever, not only as to its due execution and validity and the effectiveness of its provisions, but also as to the truth and accuracy of any information therein contained, which it shall, in good faith, believe to be genuine, and to have been signed and presented by the proper person or persons. It shall have no responsibility with respect to any cheques deposited with it hereunder except the usual responsibilities of a collecting bank and it shall have no responsibility with respect to the application of any funds paid by it pursuant to the provisions of this Agreement.

2. The Settlor shall reimburse the Trustee for all expenses incurred by it in connection with its duties under this Agreement and shall indemify it and save it harmless against any and all liabilities, costs and expenses including legal fees, for anything done or omitted to be done by it in the performance of this Agreement, except as a result of negligence or bad faith.

ARTICLE VI
Termination of Condominium

Notwithstanding anything to the contrary herein contained, where a notice of termination is registered in accordance with the provisions of The Act, the Settlor shall forthwith notify the Trustee, in writing, of such registration, and upon receipt of such notice the Trustee shall pay any insurance proceeds then in its hands to the owners and any mortgagees with respect to the units of such owners, in the proportion of each owner's common interest, and in satifaction of any liens registrered by the Settlor against such unit in accorance with the priorities thereof.

ARTICLE VII
Termination of Agreement

1. At any time hereafter the Settlor shall have the sole and unrestricted right to terminate this Agreement by written

notice to the Trustee, upon delivery to the Trustee of a duplicate original agreement between the Settlor and a Trust Company registered under The Loan and Trust Corporations Act or a Chartered Bank, or such corporation as the Settlor in its discretion may deem advisable in the event that the Settlor is unable to enter into such agreement with such Trust Company, or such Chartered Bank by reason of their refusal to act, pursuant to which such other Trust Company or Chartered Bank or corporation shall assume such duties as Trustee, in the place of the Trustee herein. Following such termination, upon payment to the Trustee herein of all fees and charges due to the Trustee hereunder, the Trustee herein shall turn over all sums deposited with it, remaining in its hands, to such new Trustee, and thereupon its obligations hereunder shall cease.

2. The Trustee may at any time resign from the duties hereunder by giving to the Settlor not less than thirty (30) days notice in writing thereof and its obligations hereunder (except for the payment of any sums remaining in its hands to a successor Trustee, as hereinafter provided) shall cease. Following such resignation, upon payment to the Trustee of all fees and charges due to it hereunder and upon delivery to it of a duplicate original agreement between the Settlor and another Trust Company registered under The Loan and Trust Corporations Act or a Chartered Bank, or such corporation as the Settlor in its discretion may deem advisable in the event that the Settlor is unable to enter into such agreement with such Trust Company, or such Chartered Bank by reason of their refusal to act, pursuant to which such other Trust Company or Chartered Bank or corporation shall assume such duties as Trustee in the place of the Trustee herein, the Trustee herein shall turn over all sums deposited with it, remaining in its hands, to such new Trustee, and thereupon its obligations hereunder shall cease.

ARTICLE VIII

Modificaton or Amendment of Agreement, Declaration and By-laws and Rights of Third Parties

1. This Agreement shall not be modified or amended without the consent of the parties hereto and any mortgagee holding first mortgages on more than 50% of the units. Any amendments to the declaration or by-laws shall be communicated to the Trustee by the Settlor.

2. Upon being advised of damage to the buildings or upon receipt of any moneys in accordance with the terms of this Agreement, the Trustee shall notify all mortgagees shown on the Settler's register.

3. Certain provisions of this Agreement are for the benefit of the morgagees of the units and all such provisions are covenants for the benefit of any mortgagee shown on the Settlor's register and may be enforced by such mortgagee.

ARTICLE IX
Address for Service

Any certificate, declaration or notice in writing given to the Settlor, pursuant to this Agreement, shall be sufficiently given if mailed by prepaid registered post to the Settlor at 3650 Victoria Park Avenue, Suite 500, NORTH YORK, Ontario M2H 3P7. Any certificate, declaration or notice in writing given to the Trustee pursuant to this Agreement shall be sufficiently given if mailed by prepaid registered post to the Trustee at 110 Yonge Street, Toronto, Ontario. Such certificate, declaration, and notices in writing shall be deemed to have been received on the business day next following the date of such mailing.

ARTICLE X
Remuneration of Trustee

The Corporation shall pay the Trustee's fees and charges as set out in Schedule "B" attached hereteo.

ARTICLE XI
Assignment of Agreement

This Agreement shall be binding upon and enure to the benefit of the parties hereto, and their respective successors and assigns, and this Agreement shall not be assignable by the Trustee without the prior written consent of the Settlor.

ARTICLE XII
Acceptance of Trust

The Trustee hereby accepts the trust herein set forth.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

YORK REGION CONDOMINIUM
CORPORATION NO. 585

per: _____
President - Alan Menkes

per: _____
Secretary -
Bernard Persiko

THE CANADA TRUST COMPANY

per: _____

SCHEDULE

MANAGEMENT AGREEMENT

THIS AGREEMENT made the 2nd day of June, 1987.

B E T W E E N:

YORK REGION CONDOMINIUM CORPORATION NO. 585

(hereinafter called the "Corporation");

OF THE FIRST PART

- and -

BATHURST CLARK MANAGEMENT INC.

(hereinafter called the "Manager");

OF THE SECOND PART

In consideration of the mutual covenants herein contained, the Parties hereto hereby agree as follows:

1. The terms used herein shall have ascribed to them the definitions contained in The Condominium Act, R.S.O. 1980, c. 84 and Amendments thereto, hereinafter called "The Act".

2. The Corporation hereby appoints the Manager to be its sole and exclusive representative and Managing Agent (subject to the overall control of the corporation and to the specific provisions hereof) to manage the property for a period of TWO (2) years, commencing on the date of registration of the declaration, and for the purpose thereof, in the name of the corporation, to act on its behalf in the carrying out of the duties of the manager as herein set out, and to enter into such contracts and agreements in the name of the corporation as may be necessary in the performance of such duties, provided that all such contracts and agreements shall require the written approval of the Board of Directors, and provided further that such contracts and agreements shall not be for a term longer than the remaining term of the manager's contract, without the consent of the Corporation.

3. The Manager hereby accepts such appointment and agrees to manage the property on behalf of the corporation in a faithful diligent and honest manner and subject to the direction of the Board.

4. The Manager acknowledges that it is familiar with the terms of the declaration and by-laws registered pursuant to The Act.

5. The Manager in the performance of its duties hereunder shall:

(a) enforce the terms of the declaration, by-laws and rules and regulations and any amendments thereto which presently exist or which may hereafter be made and notified to the Manager in writing;

(b) forthwith communicate to all owners the text and import of any further by-laws of rules and regulations;

(c) advise and consult with the Board with respect to any further by-laws, rules and regulations which in the opinion of the Manager ought to be established to further the harmonious and satisfactory operation of the property for the common benefit of the owners;

(d) prepare and keep current the corporation register from information supplied by the Board;

(e) collect and receive all moneys payable by the owners under the declaration and by-laws, in trust for the corporation, and deposit the same in a separate trust account to be maintained by the Manager, or as the Board shall direct. All such moneys shall thereafter be held in trust by the Manager and be used to:

(i) make payments of all accounts properly incurred by or on behalf of the corporation;

(ii) arrange and pay for insurance in accordance with the provisions of the declaration and by-laws in amounts directed by the Board;

(iii) repair and maintain or cause to be so repaired and maintained, those parts of the property which require repair and maintenance by the corporation in accorance with the provisions of the declaration and by-laws and without limiting the generality of the foregoing, such repair and maintenance shall include all lawns and landscaped areas; snow removal; the keeping of the common elements in a neat and tidy condition by the removal of litter therefrom; keeping all electrical wiring circuits and lighting fixtures in the

common elements in good working order and providing all necessary light bulbs; provide for the removal and disposal of garbage; maintain such staff as may be required at all times promptly and efficiently to carry out the foregoing;

(f) keep accurate accounts of the financial transactions involved in the management of the property and render to the Board quarterly statements of income and expenditures with respect thereto and keep such accounts open for inspection by the Board at all reasonable times.

6. The duties of the Manager shall not include the duties of the officers of the corporation set forth in the by-laws, except as specifically otherwise provided in this agreement.

7. The Manager may engage any patent or subsidiary corporation or any person, firm or corporation associated, affiliated or otherwise connected with it (hereinafter called "affiliate") to perform any work or services for the corporation, within the scope of the Manager's duties under the provisions of this agreement, without being in breach of any fiduciary relationship with the corporation, subject, however, to the following provisions:

(a) where the cost of performing such work or services does not exceed the sum of THREE THOUSAND ($3,000.00) Dollars, the Manager shall be entitled to have such work or services performed by such affiliate;

(b) any work or services to be performed, the cost of which exceeds the sum of THREE THOUSAND ($3,000.00) Dollars, shall not be performed by any affiliate unless the Manager has first obtained the approval of the Board.

8. Upon the registration of the declaration and thereafter at the beginning of each fiscal year during the term of this contract, the Manager shall furnish to the Board in writing an estimated budget for the following year setting forth by categories the Manager's best estimate of all expenses of the operation of the property for the coming year including, without limiting the generality of the foregoing, any taxes payable by the corporation, insurance premiums, water, gas and electric rates, and cost of all repairs, renewals, maintenance and supervision of the property. Upon request of the Board or whenever in the opinion of the Manager any change from the expenditures forecast in the annual budget makes it desirable to do so, the Manager will submit to the board a supplementary budget covering the expenses

of the operation of the property for the then remaining portion of the current fiscal year. The Manager will at all times hold itself available for consultation with the Board for the purpose of establishing or revising the common expenses to be paid by the owners under the provisions of the declaration and by-laws.

9. If a management office is provided any office furniture or equipment provided by the manager within said office or the building shall be the sole property of the Manager.

10. The Manager will at all times keep the Board and all owners advised of the telephone number or numbers at which an agent of the Manager may be reached at any time during normal business hours in respect of any infraction of the declaration, by-laws or rules and regulations, or at any time during the day or night in respect of any emergency at the property and the Manager will make arrangements with any emergency arising in connection with the maintenance and operation of the property. The Manager shall deal in the first instance with minor emergencies and infractions and shall forthwith report to the Board any major emergency or any persistent, flagrant or serious violation of the declaration, by-laws or rules and regulations. It is understood and agreed by the parties hereto that the Manager shall in its discretion determine whether or not an emergency exists and whether or not such emergency is of a minor or major nature.

11. The Corporation shall:

(a) pay to the Manager, monthly, for its managerial services hereunder during the term of this agreement, fees equal to the sum of $15.00 per unit per month. It is understood and agreed that such remuneration does not include the cost of performing any services set forth in paragraph 5 (e) (iii) hereof, which services shall be an additional charge to the corporation;

(b) reimburse the Manager promptly for any moneys which the Manager may elect to advance for the account of the corporation provided that nothing herein contained shall be construed to obligate the Manager to make any such advance;

(c) except in the case of negligence on the part of the Manager, its servants or agents, indemnify and save harmless the Manager from any and all liability and from all claims and demands arising out of damage or injuries to persons or property in or about or in any way connected with the property and defend at the expense of the corporation all suits which may be rendered against the Manager on

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account thereof, provided that nothing contained in this sub-paragraph shall release the Manager from any liability to the corporation in respect of a breach of any of the Manager's covenants herein contained;

(d) deliver to the Manager copies of all by-laws and rules and regulations made by the corporation or the owners.

12. The Manager may, at its option, terminate this Agreement by thirty (30) days' written notice to the Corporation and upon the expiration of such notice, all obligations of the Manager pursuant to the provisions of this Agreement shall cease and the corporation shall pay to the Manager any moneys due to it up to the date of such termination of this Agreement.

The corporation may terminate this Agreement for cause upon giving sixty (60) days' notice in writing to the Manager to such effect, provided that sixty-six and two-thirds per cent (66-2/3%) of the members of the corporation have voted to authorize such termination by resolution passed at a general meeting of the corporaton duly called and held for that purpose. Without limiting the generality of the foregoing, cause shall be deemed to include the failure of the Manager to observe and perform its covenants and agreements herein contained within ten (10) days after receiving notice in writing from the corporation of such failure; or the Manager becomes bankrupt or is declared insolvent or makes an authorized assignment for the benefit of creditors or petitions for its winding up.

13. All notices required or permitted to be given hereunder shall be sufficiently given:

(a) to the corporation if signed by or on behalf of the party so giving notice hereunder, and delivered or mailed by prepaid registered post to the corporation at the address for service set out in the declaration or at such other address as the corporation may from time to time designate by written notice pursuant hereto; and

(b) to the Manager if signed by or on behalf of the party so giving notice hereunder, and delivered or mailed by prepaid registered post to the Manager at 3650 Victoria Park Avenue, Suite 500, North York, Ontario, M2H 3P7 or at such other address as the Manager may from time to time designate by written notice pursuant hereto.

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All such notices shall be deemed to have been received on the business day next following the date of such mailing.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement.

YORK REGIONAL CONDOMINIUM
CORPORATION NO. 585

Per: _____
President - Alan R. Menkes

Per: _____
Secretary - Bernard J. Persiko

BATHURST CLARK MANAGEMENT INC.

Per: _____
Authorized Signing Officer

Province of Ontario

Document General

Form 4 — Land Registration Reform Act, 1984

Form No. 985

D

FOR OFFICE USE ONLY

1987 JUN 19 PM 3:48

LT390394

(1) Registry ☐ Land Titles ☒

(2) Page 1 of 6 pages

(3) Property Identifier(s) Block Property

Additional: See Schedule ☐

(4) Nature of Document

By-Law N05 (Condominium Act, Section 28)

(5) Consideration

Dollars $

(6) Description

All Units and Common Elements comprising the property included in York Region Condominium Plan No. 585,Town of Vaughan, Regional Municipality of York, Land Registry Office for the Land Titles Division of York Region (No. 65)

New Property Identifiers

Additional: See Schedule ☐

Executions

Additional: See Schedule ☐

(7) This Document Contains: (a) Redescription New Easement Plan/Sketch ☐ (b) Schedule for: Description ☐ Additional Parties ☐ Other ☐

This Document provides as follows:

See Schedule attached for By-Law and Certificate.

Continued on Schedule ☐

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

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

Name(s)	Signature(s)	Date of Signature Y	M	D
YORK REGION CONDOMINIUM CORPORATION NO. 585 (Applicant) by its solicitor BERNARD J. PERSIKO		1987	06	16

(11) Address for Service 3650 Victoria Park Avenue, Suite 500, North York, Ontario M2H 3P7

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

Name(s)	Signature(s)	Date of Signature Y	M	D

(13) Address for Service

(14) Municipal Address of Property

7420 Bathurst Street
Thornhill, Ontario

(15) Document Prepared by:

Bernard J. Persiko
ROSE, PERSIKO, ARNOLD
15 Toronto St., 9th Floor
TORONTO, Ontario M5C 2E3

FOR OFFICE USE ONLY

Fees and Tax	
Registration Fee	
Total	

10174 (12/84)

THE CONDOMINIUM ACT

CERTIFICATE

YORK REGION CONDOMINIUM CORPORATION NO. 585 hereby certifies that the By-Law Number 5 attached hereto was made in accordance with The Condominium Act, R.S.O. 1980 c. 84, and any amendments thereto, the Declaration and the By-Laws of the Corporation, and that the said By-Law No. 5 has not been amended and is in full force and effect.

DATED at the City of Toronto, in the Municipality of Metropolitan Toronto, this 2nd day of June, 1987.

YORK REGION CONDOMINIUM CORPORATION
NO.585

Per: _____
Secretary - Bernard J. Periko

BY-LAW NO. 5

Be it enacted as By-Law No. 5 of YORK REGION CONDOMINIUM CORPORATION NO. 585 (hereinafter referred to as the "Corporation") as follows:

That the President and Secretary be and are hereby authorized to execute, on behalf of the Corporation, a transfer of easement in favour of The Cadillac Fairview Corporation Limited, as to a 50% interest, and BATHURST AND SEVEN LIMITED, as to a 50% interest in the form annexed hereto as Schedule "A".

The foregoing By-Law No. 5 is hereby passed by all the Directors of the Condominium Corporation pursuant to the Condominium Act of Ontario as evidenced by the respective signatures hereto of all the Directors.

DATED this 2nd day of June, 1987.

Alan R. Menkes

Jack Rose

Jim Leon

Bernard J. Persiko

Ian Marples

The undersigned, which owns 100% of the units, hereby confirms, pursuant to the provisions of the Condominium Act of Ontario, the foregoing By-Law No. 5 of the said Corporation signed by all the Directors of the said Corporation as By-Law No. 5 thereof pursuant to the provisions of the Condominium Act on the 2nd day of June, 1987.

DATED this 2nd day of June, 1987.

PROMENADE TOWERS ONE LIMITED

Per: _____
Vice-President - Alan R. Menkes

Per: _____
Secretary - Jack Rose

SCHEDULE "A"

Province of Ontario

Transfer/Deed of Land

Form 1 — Land Registration Reform Act, 1984

GYE & DURHAM CO. LIMITED Form No. 970

4 **A**

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New Property Identifiers — Additional: See Schedule ☐

Executions — Additional: See Schedule ☐

(1) Registry ☐ Land Titles ☒ (2) Page 1 of 4 pages

(3) Property Identifier(s) Block Property — Additional: See Schedule ☐

(4) Consideration

Nil Dollars $ 0.00

(5) Description This is a: Property Division ☐ Property Consolidation ☐

That Part of the Common Elements
of York Region Condominium Corporation No. 585,
designated as Parts 1 and 2 on Plan 65R-10617
Town of Vaughan,
Regional Municipality of York.
Land Registry Office for the Land Titles
Division of York Region (No. 65) at Newmarket.

hereinafter called the "Easement Lands".

(6) This Document Contains (a) Redescription New Easement Plan/Sketch ☒ (b) Schedule for: Description ☐ Additional Parties ☐ Other ☐

(7) Interest/Estate Transferred ~~Fee Simple~~

easement

(8) Transferor(s) The transferor hereby transfers the land to the transferee and certifies that the transferor is at least eighteen years old and that

Name(s)	Signature(s)	Date of Signature Y	M	D
YORK REGION CONDOMINIUM CORPORATION NO. 585	Per: President - Alan R. Menkes	1987	06	
	Per: Secretary - Bernard J. Persiko	1987	06	

(9) Spouse(s) of Transferor(s) I hereby consent to this transaction

Name(s)	Signature(s)	Date of Signature Y	M	D

(10) Transferor(s) Address for Service Suite 500, 3650 Victoria Park Avenue, North York, Ontario. M2H 3P7

(11) Transferee(s) — Date of Birth Y M D

THE CADILLAC FAIRVIEW CORPORATION LIMITED,

as to a 50% interest, and

BATHURST AND SEVEN LIMITED,

as to a 50% interest

(12) Transferee(s) Address for Service The Cadillac Fairview Corporation Limited, 20 Queen Street West, Toronto, Ontario. M5H 3R4

Planning Act — OPTIONAL

(13) Transferor(s) The transferor verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene section 49 of the Planning Act, 1983.

Signature ..... Date of Signature Y M D — Signature ..... Date of Signature Y M D

Solicitor for Transferor(s) I have explained the effect of section 49 of the Planning Act, 1983 to the transferor and I have made inquiries of the transferor to determine that this transfer does not contravene that section and based on the information supplied by the transferor, to the best of my knowledge and belief, this transfer does not contravene that section. I am an Ontario solicitor in good standing.

Name and Address of Solicitor — Signature ..... Date of Signature Y M D

Affix Statement by Solicitor for Transferee(s) here if necessary

(14) Solicitor for Transferee(s) I have investigated the title to this land and to abutting land where relevant and I am satisfied that the title records reveal no contravention as set out in subclause 49 (21a) (c) (ii) of the Planning Act, 1983 and that to the best of my knowledge and belief this transfer does not contravene section 49 of the Planning Act 1983. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.

Name and Address of Solicitor — Signature ..... Date of Signature Y M D

(15) Assessment Roll Number of Property: Cty. | Mun. | Map | Sub. | Par. — not assigned

(16) Municipal Address of Property: not assigned

(17) Document Prepared by:
ROSE, PERSIKO, ARNOLD
Suite 900, 15 Toronto St.
Toronto, Ont. M5C 2E3
(Bernard J. Persiko)
(860479)

FOR OFFICE USE ONLY

Fees and Tax	
Registration Fee	
Land Transfer Tax	
Total	

Additional Property Identifier(s) and/or Other Information

(12) TRANSFEREE'S ADDRESS FOR SERVICE

Bathurst and Seven Limited, 100 Scarsdale Road, Don Mills, Ontario. M3B 2R8

TERMS

(1) THE EASEMENT herein transferred and hereinafter described, is declared to be appurtenant to and for the benefit of the lands of the Transferee, being Parcel 1-1, Section 65M-2325, being Blocks 1, 2, 3, 4 and 10 on Plan 65M-2325, Town of Vaughan, Regional Municipality of York.

(2) THE TRANSFEROR transfers to the Transferee, its successors and assigns, the right and licence in the nature of an easement for the purpose of erecting and maintaining in perpetuity upon the Easement Lands a sign indicating the entrance to The Promenade Shopping Centre.

(3) TOGETHER WITH the right of free, uninterrupted and unobstructed access for the Transferee, its respective servants, agents, workmen, vehicles, supplies and equipment at all times for the purposes of maintenance, repair and reconstruction of the said sign.

In scheduling maintenance, repair and reconstruction work the Transferee shall endeavour to minimize any disturbance of the owners and occupants of the adjacent condominium lands.

(5) Prior to the commencement of any construction, alteration or reconstruction work, the Transferee shall submit final plans of the work to be undertaken for the Transferor's approval as to size and design, provided that such approval shall not be arbitrarily or unreasonably withheld or delayed.

(6) The Transferee shall at all times maintain and repair the sign to the reasonable satisfaction of the Transferor.

(7) The Transferee shall forthwith repair, replace or restore to the reasonable satisfaction of the Transferor any property of the Transferor which may be damaged or destroyed by reason of the Transferee's maintenance and repair of the sign or any construction, alteration or reconstruction thereof.

(8) The Transferor shall retain full control over all landscaping on the Easement Lands, provided that the Transferor agrees not to allow any buildings, structures, improvements, trees, shrubbery or other landscaping features to obscure the sign.

(9) The Transferee shall at all times indemnify and save the Transferor harmless in respect of any damage to the property, personal injury or loss of life occuring on the Easement Lands and in any way relating to acts or ommissions of the Transferee in respect of the terms and conditions set out herein.

(10) In consideration of Promenade Towers One Limited ("Promenade"), as Declarant and as owner of 100% of the units of York Region Condominium Corporation No. 585 consenting to the transfer of the herein described easement, the Transferee shall at all times indemnify and save Promenade harmless against any liability incurred by Promenade by reason of any action commenced against Promenade by the Condominium Corporation or any unit owner pursuant to Section 52, subsection 5 of the Condominium Act (1980) as amended, arising from this transfer of easement.

THIS INDENTURE and everything herein contained shall extend to and include the parties hereto and their respective successors and assigns.

FOR OFFICE USE ONLY

Additional Property Identifier(s) and/or Other Information

CONSENT

PROMENADE TOWERS ONE LIMITED, as Declarant and as owner of 100% of the units of York Region Condominium Corporation No. 585, hereby consents to the transfer of the herein described easement.

	Signature	Date of Execution Y/ M / D
PROMENADE TOWERS ONE LIMITED	..... Alan Menkes - Vice President	1987/06/
	..... Jack Rose - Secretary	1987/06/

AFFIDAVIT

I, Bernard J. Persiko, of the City of Toronto, in the Municipality of Metropolitan Toronto, MAKE OATH AND SAY as follows:

1. I am secretary of YORK REGION CONDOMINIUM CORPORATION NO. 585.

2. Pursuant to Section 9 of the Condominium Act (1980) the within easement has been authorized by a special by-law of York Region Condominium Corporation No. 585, registered as No.

WORN before me at the City of Toronto, in the Municipality of Metropolitan Toronto, this day f June, 1987.

BERNARD J. PERSIKO

A Commissioner, etc.

FOR OFFICE USE ONLY

DYE & DURHAM CO. LIMITED
Form No. 345

Province of Ontario

Document General

Form 4 — Land Registration Reform Act, 1984

PROPERTY OF THE REGISTRY OFFICE

D

Number 434381

CERTIFICATE OF RECEIPT

1987 NOV 13 AM 11:58

YORK REGION
No. 65
NEWMARKET

Asst. Dep. Land Registrar

FOR OFFICE USE ONLY

(1) Registry ☐ Land Titles ☐

(2) Page 1 of 12 pages

(3) Property Identifier(s) Block Property

Additional: See Schedule ☐

(4) Nature of Document

BY-LAW No. 6 (Condominium Act, Section 28)

(5) Consideration

Dollars $

(6) Description

All units and Common Elements comprising the property included in York Region Condominium Plan No. 585, Town of Vaughan, Regional Municipality of York

Land Registry Office for the Land Titles Division of York Region (No. 65)

New Property Identifiers

Additional: See Schedule ☐

Executions

Additional: See Schedule ☐

(7) This Document Contains: (a) Redescription New Easement Plan/Sketch ☐ (b) Schedule for: Description ☐ Additional Parties ☐ Other ☒

(8) This Document provides as follows:

See Schedule for By-Law and Certificate

Continued on Schedule ☐

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

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

Name(s)	Signature(s)	Date of Signature Y	M	D
YORK REGION CONDOMINIUM CORPORATION NO. 585 (Applicant) by its Solicitor Bernard J. Persiko		1987	11	12

(11) Address for Service 3650 Victoria Park Avenue, Suite500, North York, Ontario M2H 3P7

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

Name(s)	Signature(s)	Date of Signature Y	M	D

(13) Address for Service

(14) Municipal Address of Property

Multiple

(15) Document Prepared by:

Bernard J. Persiko
ROSE, PERSIKO, ARNOLD
15 Toronto St., 9th Fl.
TORONTO, Ontario M5C 2E3

FOR OFFICE USE ONLY

Fees and Tax	
Registration Fee	
Total	

Constitution Index
York Region Condo
Plan No 585

2

THE CONDOMINIUM ACT

CERTIFICATE

YORK REGION CONDOMINIUM CORPORATION NO. 585 hereby certifies that the By-Law Number 6 attached hereto was made in accordance with The Condominium Act, R.S.O. 1980 c. 84, and any amendments thereto, the Declaration and the By-Laws of the Corporation, and that the said By-Law Number 6 has not been amended and is in full force and effect.

DATED at the City of Toronto, in the Municipality of Metropolitan Toronto, this 2nd day of June, 1987.

YORK REGION CONDOMINIUM
CORPORATION NO. 585

Per: _____
Secretary - Bernard J. Pezsiko

SPECIAL BY-LAW NO. 6

Be it enacted as By-law Number 6 of York Region Condominium Corporation No. 585 (hereinafter referred to as the "Corporation") as follows:

The Corporation be and is herein authorized to enter into a Transfer Agreement with Classic Communications Ltd. in the form annexed hereto as Schedule "A".

ENACTED this ~~19th~~ 2nd day of June, 1987.

President

Secretary

The undersigned, which owns one hundred percent (100%) of the units, hereby confirms, pursuant to the provisions of the Condominium Act of Ontario, the foregoing By-law Number 6 of the said Corporation enacted by the Directors as By-law Number 6 on the ~~29th~~ 2nd day of June, 1987.

DATED this ~~19th~~ 2nd day of June, 1987.

PROMENADE TOWERS ONE LIMITED

Per: Authorized Signing Officer

THIS AGREEMENT made the 4th day of March , 1986

B E T W E E N:

PROMENADE TOWERS ONE LIMITED

OF THE FIRST PART

- and -

CLASSIC COMMUNICATIONS LTD.
(hereinafter called "Classicomm")

OF THE SECOND PART

WHEREAS the Developer is the owner of the land described in Schedule 1 annexed hereto (hereinafter referred to as the "Land") and proposes to file a declaration and description in respect of the Land under the Condominium Act; and

WHEREAS the Developer and Classicomm have agreed that Classicomm will install cables and other equipment on the Land for the purpose of providing cable television and other services to units designated by the description in respect of the Land to be filed under The Condominium Act on the terms and conditions hereinafter set out;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the mutual covenants and agreements herein contained the parties hereto agree as follows:

1. Classicomm shall install, on, over, under and through those portions of the Land except those portions which will be designated as units by the description to be filed by the Developer under The Condominium Act, such cables and other equipment as may be necessary in order to enable Classicomm to provide cable television and other services to the said units. The said cables and other equipment shall be installed by Classicomm at its expense.
2. The Developer transfers to Classicomm the right and easement to enter on the Land for the purpose of installing the above mentioned cables and other equipment and shall allow Classicomm to maintain, inspect, alter and repair the same from time to time.

3. Classicomm shall perform all work to be performed by it hereunder in a good and workmanlike manner and shall not do any damage to the buildings or other structures to be constructed on the Land except to the extent necessary to install the cables and other equipment and to do the work contemplated hereby.

4. Classicomm shall indemnify and save harmless the Developer from and against all liabilities, costs and expenses which the Developer may incur as a result of any damage to property or injury to or death of persons caused by the negligence of Classicomm, its agents and employees.

5. The cable and other equipment installed by Classicomm in the Land shall at all times be and remain the property of Classicomm notwithstanding that it may be affixed to the Land. Classicomm may at any time remove its cables and other equipment and in such event it shall repair any damage caused to the Land and the buildings constructed thereon by the installation or removal thereof.

6. The Developer shall not erect or install or grant permission to any other person to erect or install any aerial or antenna on the Land or any building or other structure constructed thereon or install any cables or other equipment which might be used for the purpose of providing any services which Classicomm may from time to time offer nor shall it knowingly permit any person, firm or corporation to use any of Classicomm's cables or equipment installed on the Land.

7. The Developer shall provide Classicomm with access to an adequate electricity supply on the Land and shall provide Classicomm without charge with such electricity as it may from time to time require for its equipment on the Land.

8. The Developer shall advise the occupants from time to time of residential premises on the Land of the services from time to time offered by Classicomm and shall refer such occupants to Classicomm if they wish to obtain such service.

9. Forthwith after the declaration and description in respect of the Land are registered under The Condominium Act and before any units designated by such description are registered in the names of persons other than the Developer, the Developer shall cause:

(a) a special by-law of the corporation created by the filing of the declaration and description (hereinafter called the "Corporation") authorizing the Corporation to enter into a transfer in the form annexed hereto as Schedule 2 to be duly passed,

(b) a transfer in the form annexed hereto as Schedule 2 to be duly executed by the Corporation and delivered to Classicomm,

(c) the said special by-law to be registered in the appropriate Land Registry Office with the certificate required by section 28 (5) of The Condominium Act,

(d) an affidavit of one of the officers of the Corporation executing the transfer to be made stating that the transfer was authorized by a special by-law of the Corporation, and

(e) the transfer to be registered in the Common Elements and General Register for the condominium plan.

10. If the declaration and description are not registered within 12 months after the date on which the first residential occupant of premises forming part of the Land takes possession of his premises, the Developer shall execute and deliver to Classicomm a transfer substantially in the form annexed as Schedule 2 transferring to Classicomm the right and easement contemplated thereby in registerable form. Provided that for the purpose of the transfer to be executed pursuant to the terms of this paragraph, and for that purpose only, Schedule 2 shall be deemed to contain the following provision as Paragraph 8:

"8. The right and easement herein transferred shall terminate on the date which is the day before the 21st anniversary of the date hereof."

11. This Agreement shall terminate when the provisions of either paragraph 9 or 10 hereof have been complied with.

12. The Developer shall not sell the Land or any part thereof (except for agreements to sell units to prospective purchasers thereof) prior to the registration of the declaration and description under The Condominium Act without first obtaining the agreement in writing of the purchaser or transferee to assume this Agreement and perform

all of the obligations of the Developer contained herein.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

PROMENADE TOWERS ONE LIMITED

Per: _____
A.S.O.

Per: _____
ALAN MENKES, VICE PRESIDENT

CLASSIC COMMUNICATIONS LTD.

_____
PRESIDENT

_____
SECRETARY

SCHEDULE "1"

(legal description of land owned by Developer)

In the Town of Vaughan, in the Regional Municipality of York, and being part of Block 9, Plan 65M-2325.

Province of Ontario

Transfer/Deed of Land

A

Form 1 — Land Registration Reform Act, 1984

FOR OFFICE USE ONLY

(1) Registry ☐ Land Titles ☐ (2) Page 1 of pages

(3) Property Identifier(s) Block Property Additional: See Schedule ☐

(4) Consideration

TWO Dollars $ 2.00

(5) Description This is a: Property Division ☐ Property Consolidation ☐

X

New Property Identifiers Additional: See Schedule ☐

Executions Additional: See Schedule ☐

Continued on Schedule 1 on Page 5

(6) This Document Contains (a) Redescription New Easement Plan/Sketch ☐ (b) Schedule for: Description ☐ Additional Parties ☐ Other ☒

(7) Interest/Estate Transferred ~~XXXXXXX~~ EASEMENT

(8) Transferor(s) The transferor hereby transfers the land to the transferee and certifies that the transferor is at least eighteen years old and that

Name(s) Signature(s) Date of Signature Y M D

(9) Spouse(s) of Transferor(s) I hereby consent to this transaction

Name(s) Signature(s) Date of Signature Y M D

(10) Transferor(s) Address for Service

(11) Transferee(s) Date of Birth Y M D

CLASSIC COMMUNICATIONS LTD.

(12) Transferee(s) Address for Service 244 Newkirk Road, Richmond Hill, Ontario, L4C 3S5

Planning Act — OFFICIAL

(13) Transferor(s) The transferor verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene section 49 of the Planning Act, 1983.

Signature Date of Signature Y M D

Signature Date of Signature Y M D

Solicitor for Transferor(s) I have explained the effect of section 49 of the Planning Act, 1983 to the transferor and I have made inquiries of the transferor to determine that this transfer does not contravene that section and based on the information supplied by the transferor, to the best of my knowledge and belief, this transfer does not contravene that section. I am an Ontario solicitor in good standing.

Name and Address of Solicitor Signature Date of Signature Y M D

Affix Statement by Solicitor for Transferee(s) here if necessary

(14) Solicitor for Transferee(s) I have investigated the title to this land and to abutting land where relevant and I am satisfied that the title records reveal no contravention as set out in subclause 49 (21a) (c) (ii) of the Planning Act, 1983 and that to the best of my knowledge and belief this transfer does not contravene section 49 of the Planning Act 1983. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.

Name and Address of Solicitor Signature Date of Signature Y M D

(15) Assessment Roll Number of Property: City. | Mun. | Map | Sub. | Par.

(16) Municipal Address of Property

(17) Document Prepared by: Donald B. Roger
Tory, Tory, DesLauriers & Binnington
Suite 3200, IBM Tower
Toronto-Dominion Centre
Toronto, Ontario
M5K 1N2

FOR OFFICE USE ONLY

Fees and Tax	
Registration Fee	
Land Transfer Tax	
Total	

[Schedule for a Proposed
Condominium Development]

The Transferor hereby grants, transfers and assigns to Classic Communications Ltd. (the "Transferee"), its successors and assigns, the easement or right in the nature of an easement:

(a) to enter, construct, maintain, inspect, alter and repair all cables and other equipment reasonably necessary in order to provide cable television and other services which the Transferee may from time to time offer on, over, under and through all portions of the lands described in Schedule 1 and in Box (5) on page 1 (the "Lands") and the buildings and other improvements constructed thereon, except those portions of the buildings and improvements which are designated as units under the declaration and description to be filed under the Condominium Act in respect of the Lands (hereinafter referred to as "Units"), for the purpose of connecting the said cables and other equipment to each Unit and to such other portions of the Lands as the Transferor and the Transferee may from time to time agree; and

(b) for the agents, employees, contractors and workmen of the Transferee to enter the Lands, other than Units, with machinery, material, vehicles and equipment necessary for the purposes set out in clause (a) above.

The said easement is declared to be appurtenant to and for the benefit of every portion of the lands of the Transferor more particularly described in Schedule 2 annexed hereto.

In consideration of the grant of the above easement and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The Transferee shall install, on, over, under and through those portions of the Lands as the Transferee may consider appropriate, such cables and other equipment (the "Cable Equipment") as may be necessary or, in the opinion of the Transferee, desirable in order to enable the Transferee to provide cable television and other services to the Units. The Cable Equipment shall be installed by the Transferee at its expense.

2. The Transferee shall perform all work to be performed by it hereunder in a good and workmanlike manner and shall not do any damage to the buildings or other structures to be constructed on the Lands except to the extent necessary to install the Cable Equipment and to do the work contemplated hereby.

3. The Transferee shall indemnify and save harmless the Transferor from and against all damages, liabilities, costs and expenses which the Transferor may incur as a result of any damage to property or injury to or death of persons caused by the negligence of the Transferee, its agents and employees.

4. The Cable Equipment installed by the Transferee on, over, under and through the Lands shall at all times be and remain the property of the Transferee notwithstanding that it may be affixed to the Lands. The Transferee may at any time remove the Cable Equipment and in such event it shall repair any damage caused to the Lands and the buildings constructed thereon by the installation or removal thereof.

5. The Transferor shall not erect or install or permit any other person to erect or install any aerial or antenna on the Lands or install any cables or equipment which might be used for the purpose of providing any services which the Transferee may from time to time offer nor shall the Transferor knowingly permit any person, firm or corporation to use any of the Transferee's Cable Equipment installed on the Lands.

6. The Transferor shall provide the Transferee with access to an adequate electricity supply on the Lands and shall provide the Transferee with such electricity as it may from time to time require for its equipment on the Lands.

7. The Transferor shall provide the Transferee with information on a timely basis with the plans and specifications, the mechanical, electrical and engineering drawings and other construction drawings for the proposed condominium and development of the Lands so that any conflict with the Transferee's Cable Equipment may be avoided or minimized.

8. The Transferor shall reimburse Transferee for any expenses incurred by Transferee as a result of any change in design, grades, elevations, property or unit markers, walls, units, driveways, curb cuts and walkways subsequent to the initial marking of the Lands by the Transferor for installation of the Cable Equipment.

9. The Transferor shall indemnify and save harmless the Transferee from and against all damages, liabilities, costs and expenses which the Transferee may suffer or by reason of the removal of or the disturbance or damage to, the Transferee's markings, distribution system components or Cable Equipment, or any of them, resulting from the acts or omissions of any person (other than those of the Transferee), until the declaration and description has been registered under the Condominium Act creating the condominium.

10. The Transferor shall provide to the Transferee, at no cost to the Transferee, free from all encumbrances and in a form satisfactory to the Transferee's solicitor, all such additional easements as may reasonably be required by the Transferee for the construction and maintenance of the Cable Equipment.

11. The Transferee agrees to meet with the Transferor's agent upon completion of the initial installation of Cable Equipment to inspect and certify the installation with respect to the Transferee's construction drawings.

12. The Transferor shall advise the occupants from time to time of Units the Lands of the services from time to time offered by the Transferee and shall refer such occupants to the Transferee if they wish to obtain such service.

13. Any notice required or desired to be given to the Transferor or the Transferee pursuant to this agreement shall be in writing and shall be deemed to have been effectively given either by personally delivering the same or by sending the same by prepaid registered mail: (a) to the Transferor at the address set forth in Box (10) on page 1; and (b) to the Transferee at the address set forth in Box (12) on page 1 hereof. Any notice so delivered shall be conclusively deemed given

when personally delivered and any notice so mailed shall be conclusively deemed given on the third business day following the day of mailing, provided that in the event of a known disruption of postal service notice shall be given by personal delivery only. Any address for notice set forth above may be changed by notice in writing given in accordance with this section.

14. Unless the contrary intention appears, the word "Transferee" shall include its successors and assigns and word "Transferor" shall mean the person or persons named in Box (8) on page 1 and shall include the heirs, executors, administrators, successors and assigns of the Transferor, and if there is more than one Transferor, this agreement shall be read with all appropriate grammatical changes and all liabilities and obligations shall be joint and several and shall run with the Lands.

SCHEDULE "1"

(legal description of the servient
Tenement Lands owned by Transferor)

SCHEDULE "2"

(Dominant Tenement Lands Benefitted by the Easements)

ALL and Singular that certain parcel or tract of land and premises situate, lying and being in the Town of Richmond Hill in the Regional Municipality of York and Province of Ontario containing by admeasurement an are of 1.984 acres more or less and being composed of part of Lot 20 according to a Plan filed in the Land Registry Office for the Registry Division of York Region (No. 65) South as No. 4840, the boundaries of said parcel being described as follows:

PREMISING that the easterly limit of said Lot 20 has a bearing of North 16 degrees 54 minutes 10 seconds west and relating all bearings herein thereto;

COMMENCING at a point in said easterly limit distant 114.92 feet measured South 16 degrees 54 minutes 10 seconds east therealong from the iron pipe found at the northeast angle of said Lot 20;

THENCE SOUTH 16 degrees 54 minutes 10 seconds East along said easterly limit, 150.00 feet to an iron bar planted therein distant 25.00 feet measured North 16 degrees 54 minutes 10 seconds west therealong from the iron pipe found at the southeast angle of said Lot 20;

THENCE SOUTH 73 degrees, 05 minutes 50 seconds West parallel to the southerly limit of said Lot 20, 571.84 feet to an iron pipe planted in the westerly limit of said Lot 20;

THENCE NORTHERLY along the said westerly limit being along a curve to the right having a radius of 2815.00 feet a distance of 150.13 feet arc measurement more or less to a line drawn parallel to the northerly limit of said Lot 20 through said point of commencement th chord for the arc being 150.11 feet measured on a course North 19 degrees 36 minutes 30 seconds West; THENCE NORTH 73 degrees 05 minutes 30 seconds East along said parallel line 578.95 feet more or less to said point of commencement. As shown on a plan of survey made by Yates and Yates, O.L.S. dated November 5, 1964, attached to Instrument No. 31035, Richmond Hill.

The last deed containing the foregoing description is Instrument No. _____.

Province of Ontario

Document General

Form 4 — Land Registration Reform Act

Do Process Software Ltd. • (416) 322-6111

03-1380

D

(1) Registry ☐ Land Titles ☒ (2) Page 1 of 21 pages

(3) Property identifier(s) Block Property 29118-0001 to 29118-0380 inclusive Additional: See Schedule ☒

(4) Nature of Document
By-law No. 8
(Under the Condominium Act, 1998)

(5) Consideration
Dollars $

(6) Description
All Units and Common Elements comprising the property included in York Region Condominium Plan No. 585
Regional Municipality of York CITY OF VAUGHAN
Land Registry Office for the Land Titles Division of York Region (No. 65)

FOR OFFICE USE ONLY

Number YR 567338
CERTIFICATE OF RECEIPT
NOV 25 2004 16:20
YORK REGION
No. 65
NEWMARKET
Land Registrar

New Property Identifiers Additional: See Schedule ☐

Executions Additional: See Schedule ☐

(7) This Document Contains: (a) Redescription New Easement Plan/Sketch ☐ (b) Schedule for: Description ☐ Additional Parties ☐ Other ☒

(8) This Document provides as follows:
See by-law attached

Continued on Schedule ☒

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

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

Name(s)	Signature(s)	Date of Signature Y	M	D
YORK REGION CONDOMINIUM CORPORATION NO. 585 By its solicitors, FINE & DEO	Per: Name: Mario D. Deo	2004	11	24

(11) Address for Service c/o Management Office, 7420 Bathurst Street, Thornhill, Ontario, L4J 6X4

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

Name(s)	Signature(s)	Date of Signature Y	M	D

(13) Address for Service

(14) Municipal Address of Property
Multiple

(15) Document Prepared by:
Fine & Deo
3100 Steeles Avenue West
Suite 300
Vaughan, Ontario
L4K 3R1

FOR OFFICE USE ONLY

Fees and Tax	
Registration Fee	
Total	

Document prepared using The Conveyancer

PIN LIST FOR YORK REGION CONDOMINIUM PLAN NO. 585

UNIT	LEVEL	PROPERTY ID.
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2	1	29118-0002
3	1	29118-0003
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94	B	29118-0380

SCHEDULE

Form 11

Condominium Act, 1998

CERTIFICATE IN RESPECT OF A BY-LAW

(under subsection 56 (9) of the *Condominium Act, 1998*)

York Region Condominium Corporation No. 585 (known as the "**Corporation**") certifies that:

1. The copy of By-law Number 8, attached as Schedule A, is a true copy of the By-law.

2. The By-law was made in accordance with the *Condominium Act, 1998*.

3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

Dated this 16th day of November, 2004.

York Region Condominium Corporation No. 585

By: Annette Lipton
Name: ANNETTE LIPTON
Title: President
I have authority to bind the Corporation.

By: Carl Goldstein
Name: CARL GOLDSTEIN
Title: Secretary
I have authority to bind the Corporation.

SCHEDULE "A"

YORK REGION CONDOMINIUM CORPORATION NO. 585

BY-LAW NO. 8

Be it enacted as a by-law of York Region Condominium Corporation No. 585 (hereinafter referred to as this or the **"Corporation"** or this or the **"Condominium"**) as follows:

By-law Nos.1, 2, and 7 of the Corporation shall be repealed and replaced with the following:

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ARTICLE I
DEFINITIONS

1.01 The terms used herein shall have ascribed to them the definitions contained in the *Condominium Act, 1998*, Chapter 19, Statutes of Ontario 1998, as amended, and the regulations made thereunder (all of which are hereinafter referred to as the "**Act**"), and in the declaration of the Corporation (the "**declaration**").

ARTICLE II
SEAL

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

ARTICLE III
REGISTER

3.01 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/her entitlement to vote. The owner's address for service shall be the address of his/her unit, and the mortgagee's address for service shall be the address shown for him/her on his/her 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

4.01 **Annual Meetings**: The annual meeting of the owners shall be held at such place and at such time and on such day in each year as the board of directors of the Corporation (hereinafter called the "**board**" and/or "**Board**" and/or "**Board of Directors**") 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/her 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. The annual general meeting of the Corporation shall be held within six months of the end of each fiscal year of the Corporation.

4.02 **Conduct of Meetings:** At any annual or special meeting, the President of the Corporation or failing him/her the Vice-President, or, failing him/her, a person designated by the President, or failing him/her, some person elected at the meeting shall act as Chairperson of the meeting, and the Secretary of the Corporation shall act as Secretary of the meeting, or, failing him/her the Chairperson shall appoint a secretary.

4.03 **Requisitioned/Special Meetings**: The board shall, upon receipt of a requisition in writing made by owners (and/or a mortgagee entitled to vote) who together own at least fifteen (15%) percent of the units, call and hold a meeting of the owners in accordance with section 46 of the Act.

4.04 **Notices**: Unit owners shall be given written notice at least fifteen (15) days before the holding of each annual or special meeting, detailing the time, place and date of such meeting. Notice shall be given to the auditor of the Corporation and to each owner and mortgagee who is entered on the Register for at least twenty (20) days before the date of such meeting. The Corporation shall not be obliged to give any notice to any owner who has not notified the Corporation that he/she has become an owner, or to any mortgagee who has not notified the Corporation that he/she has become a mortgagee and has been authorized or empowered in his/her mortgage to exercise the right of the mortgagor to vote pursuant to section 47 of the Act. Each notice of meeting, as hereinbefore required, shall have appended to it an agenda of the matters to be considered at such meeting and any such other matters as may be required pursuant to section 47 of the Act as well as a list of candidates who wish to run for any position on the Board of Directors that will be filled at the said meeting, if such candidate has given the Corporation written notice of his/her candidacy.

4.05 **Reports and Financial Statements**: The Corporation shall, at least fifteen (15) 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 statement and auditor's report. A copy of the minutes of the meetings of owners and of the board shall, within fifteen (15) days of such meeting, be furnished to each owner, as well as any mortgagee who has, in writing, requested same and has paid a reasonable fee to compensate the corporation for the labour and copying charges.

4.06 **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, the auditor of the Corporation, the directors and officers of the Corporation and any 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. The Corporation's solicitor, at the express request or invitation of the Board of Directors, shall be entitled to attend the meeting of owners. Any other person may be admitted only on the invitation of the Chairperson of the meeting or with the consent of the majority of those present at the meeting.

4.07 **Quorum**: At any meeting of owners, save and except where otherwise specified in the Act, including inter alia, section 42 (9) thereof, a quorum shall be constituted when persons entitled to vote and owning not less than twenty-five (25%) 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, three 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 fifteen (15) days prior to the convening of such meeting.

4.08 **Right to Vote**: At each meeting of owners, and subject to the restrictions as hereinafter set out, every owner of a unit entitled to vote pursuant to the Act, if he/she is currently entered on the Register as an owner or has given notice to the Corporation in a form satisfactory to the Chairperson of the meeting that he/she is an owner, may vote on all matters tabled at such meeting. If a unit has been mortgaged, the mortgagor may nevertheless represent such unit at such meetings 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 the said mortgagee's intention to exercise his/her right to vote, at least four (4) days before the date of the meeting, as specified in the notice of meeting. Any dispute over the right to vote shall be resolved by the Chairperson of the meeting upon such evidence as he/she may deem sufficient. 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.

4.09 **Method of Voting**: At any annual, or special 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 Chairperson that such question, by show of hands, has been carried is prima facie proof of the same, 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.

4.10 **Representatives**: An executor, administrator, guardian or trustee of an owner or mortgagee, or the committee of a mentally incompetent owner or mortgagee (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/her appointment, shall represent the owner or mortgagee at all meetings of the owners of the Corporation, and may exercise the owner's or mortgagee's vote in the same manner and to the same extent as such owner or mortgagee. If there be more than one executor, administrator, committee, guardian or trustee, the provisions of section 4.12 of this Article shall apply.

4.11 **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, subject to the restrictions within the Act. The instrument appointing a proxy shall be in writing signed by the appointor or his/her 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.

4.12 **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, then they shall vote in agreement with each other, failing which the vote for such unit shall not be counted.

4.13 **Votes to Govern**: At all meetings of owners, every question shall, unless otherwise required by the Act, the declaration or the by-laws of the Corporation, be decided by a majority of the votes cast on the question, as set out in section 4.09 of this Article.

4.14 **Entitlement to Vote**: Except where, under the Act or the by-laws of the Corporation, a unanimous vote of all owners is required, an owner is not entitled to vote at any meeting if any common expense or other monetary contribution payable in respect of his or her unit is in arrears for thirty (30) days or more prior to the meeting. An owner who is in arrears may vote at said meeting, if he/she makes payment of the full amount by certified cheque, money order, cash and/or bank draft, prior to the commencement of the meeting. Whether or not an owner has paid his/her arrears in full shall be a determination made by the board, in its full and unfettered discretion.

ARTICLE V
THE CORPORATION

5.01 **Duties of the Corporation**: In addition to the duties and obligations set forth in the declaration 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 assets of the Corporation;

b) operating and maintaining the common elements and assets of the Corporation in a fit and proper condition;

c) collecting the common expenses assessed against the owners as well as any supplementary charges where the unit owners are billed directly by the Corporation for a utility;

d) arranging for the supply of all requisite utility services to the property, 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 any requisite utility service(s) becomes incapable, at any time, of fulfilling its function, or is damaged or destroyed, then the Corporation shall have a reasonable time within which to repair or replace such apparatus, and the Corporation shall not be liable for any indirect or consequential damages, or for damages for personal discomfort or illness by reason 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, together with any appraisals of the full replacement cost of the common elements and assets of the Corporation that may be required by the Act, the declaration or the by-laws of the Corporation for the purposes of determining the amount of insurance to be effected;

f) repairing after damage and restoring the units and the common elements in accordance with the provision 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) providing a status certificate, and such statements and information as may be prescribed by the Act, and the Corporation shall be entitled to a fee (up to the maximum prescribed by the Act from time to time) for providing same;

k) a complete set of all the plans and specifications given to the Board by the declarant, together with the plans and specifications for any additions, alterations, or improvements from time to time made to the common elements or to any unit, in accordance with the provisions of the Act, shall be maintained in the office of the Corporation at all times, for the use of the Corporation.

l) taking all reasonable steps to collect from each unit owner his or her proportionate share of the common expenses, and to maintain and enforce the Corporation's lien arising pursuant to the Act, against each unit in respect of which the owner has defaulted in the payment of common expenses; and,

m) arranging for the preparation of the reserve fund study of the common elements and assets of the Corporation when and as required pursuant to section 94 of the Act and to implementing the plan for funding derived from such study.

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

a) employing and dismissing personnel necessary for the maintenance and operation of the common elements;

b) adopting and amending the rules of the Corporation concerning the operation and use of the property;

c) employing a building manager or management company at a 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 monies held in the reserve fund(s) by the Corporation, provided that such investment shall be those permitted by the Act;

f) settling, adjusting, compromising or referring to arbitration any claim or claims which may be made against or asserted on behalf of the Corporation;

g) the Corporation may from time to time:

(i) borrow such amounts as the board may determine to be necessary or desirable in its sole discretion, in order to protect, maintain, preserve or ensure the due and continued operation of the property in accordance with the declaration and by-laws of the Corporation, and securing any such loan by a mortgage, pledge or charge of any assets owned by the Corporation, and adding the repayment of such loan to the common expenses;

(ii) charge, mortgage, hypothecate 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 other money borrowed, or other debts or any other obligation or liability of the Corporation;

(iii) delegate to such one or more of the officers and directors of the Corporation as may be designated by the directors all or any of the powers conferred by this article to such extent and in such manner as the directors shall determine at the time of such delegation; and

(iv) give indemnities to any director or other person who has undertaken or is about to undertake any liabilities on behalf of the Corporation or any corporation controlled by it, and secure any such director or other person against loss by giving him/her 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,

provided that any such borrowing or loan in excess of **ONE HUNDRED THOUSAND DOLLARS ($100,000.00)** for any one occurrence, shall require the approval of the owners who own a majority of units within the Corporation, at a meeting of owners duly called for that purpose;

h) retaining 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) selling, conveying, exchanging, assigning or otherwise dealing with any real or personal property at any time owned by the Corporation, at any price, on such terms, and in such manner as the board may in its sole discretion deems advisable, and to do all things and execute all documents required to give effect to the foregoing;

j) leasing any part of the common elements or granting any easement or licence over, upon, under or through any part or parts of the common elements, by way of a by-law, except those parts of the common elements over which any owner has the exclusive use; and

k) the power and authority to enter into (and bind the Corporation to the terms and provisions of) the following agreements, namely:

(i) a management agreement, in order to employ a professional manager or management company, in such form as may be approved by the board from time to time;
(ii) an insurance trust agreement, in such form as may be approved by the board from time to time;
(iii) a cable television service agreement with a cable provider in a form as agreed to by the board of directors of the Corporation;
(iv) any hydro-electric, natural gas or water utility servicing agreement required for the provision of utilities to the units and common elements in the Corporation;
(v) any encroachment or other agreement allowing an encroachment from, or onto any adjacent property; and,

any other agreements which may be permitted by the Act and which are deemed advisable, desirable or necessary by the board of directors, from time to time, and any two of either the President or Vice-President and the Secretary or Treasurer are hereby authorized to execute any of the aforesaid agreements on behalf of the Corporation.

ARTICLE VI
BOARD OF DIRECTORS

6.01 **Overall Function**: The affairs of the Corporation shall be managed by the board.

6.02 **Number and Quorum**: The number of directors shall be five (5) of whom three (3) 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.

6.03 **Qualifications**: Each director shall be eighteen (18) or more years of age and need not be an owner of a unit in the Corporation. No undischarged bankrupt or mentally incompetent person shall be a director, and if a director becomes a bankrupt or a mentally incompetent person, he/she shall thereupon cease to be a director.

6.04 **Election and Term**: At each annual meeting, a number of directors equal to the number of directors whose term has expired shall be elected, each for a term of three (3) years. Such directors may, however, continue to hold office notwithstanding the expiry of their respective terms, until their successors are elected. In the event that a director must also be elected to fill a vacancy of a director's position prior to the expiry of his/her term, the determination of who shall be elected to a full three (3) year term or the balance of the unexpired term shall be based upon number of votes cast, with those receiving the most votes obtaining the longest terms available. In the event of a tie, a new vote shall be taken and the position in question shall be determined by the number of votes cast. If the directors are elected by acclamation and the terms of office to be filled are unequal, then the directors at their first meeting shall determine the distribution of terms.

6.05 **Removal of Directors**: A director may be removed in accordance with the provisions of section 33 of the Act.

6.06 **Filling of Vacancies**: If a vacancy in the membership of the board occurs, such vacancy shall be filled in accordance with the terms and provisions of section 34 of the Act and section 6.04 above, provided that where a board is allowed to fill the vacancy, then the board may exercise its authority and fill the said vacancy in the board in accordance with same.

6.07 **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 an Officer and any other director may determine and the Secretary shall call meetings when directly authorized by an Officer and any other director to do so. 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 of the Corporation to the contrary, notice of any meeting so called shall be given personally, by ordinary mail, by email or by telefax, to each director at the address for service given by each director to the Corporation (or if no such address for service has been given, then to his/her last known place of residence) not less than forty-eight (48) hours (excluding any part of a Sunday or of a holiday as defined by the *Interpretation Act* R.S.O. 1990, c. I. 11 and any amendments thereto) before the time when the meeting is to be held, save that no notice of a meeting shall be necessary if all the directors are present 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. If the notice is delivered personally, then the notice is deemed to be received the same day it is delivered. If any notice of a directors' meeting is mailed or sent by email or telefax as aforesaid, then same shall be deemed to have been received and to be effective on the second (2nd) business day following the date on which same was mailed, or on the first (1st) day following the date on which same was sent via email or by telefax.

6.08 **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 regular meeting. The board may conduct its meetings by teleconference or other electronic means as approved by the board by resolution from time to time, provided that all directors consent to the meeting being held by teleconference and or other approved electronic means.

6.09 **First Meeting of New Board**: The board may, without notice, hold its first meeting for the purpose of organization, and for the election and appointment of officers, immediately following the meeting of the owners during which time the directors of the board were elected, provided that a quorum of directors is present.

6.10 **Disclosure by Directors of Interest in Contracts**: Every director (the **"Interested Director"**) of the Corporation who has, directly or indirectly, any material interest in any material contract or transaction or proposed contract or proposed transaction (the **"Contract"** or **"contract"**) to which the Corporation is or will be a party (other than one in which his/her interest is limited to remuneration as a director, officer or employee), shall declare his/her interest in such contract or transaction. This disclosure shall be made as follows:

a) at the meeting of the directors of the Corporation where the Contract is first considered by such board;

b) if the Interested Director is not at such meeting, then he/she shall disclose such interest at the next meeting of the directors held after the director becomes interested in such Contract;

c) if the director becomes interested in such Contract on or after it is entered into by the Corporation, then the Interested Director shall disclose such interest at the first meeting of directors held after the Interested Director becomes so interested; or,

d) if the Contract is one that in the ordinary course of the Corporation's business would not require the approval of the majority of the directors or owners, then the Interested Director shall disclose such interest in the Contract at the first meeting of the directors held after the Interested Director becomes aware that he/she is interested in the Contract,

and the board shall enter the disclosure made by the Interested Director under this section, in the minutes of the meeting of the board at which the disclosure was made.

6.11 The Interested Director shall disclose the nature and extent of such interest. If the Contract involves the purchase of real or personal property by the Corporation, that the seller acquired within the previous five (5) years before the date the Contract was entered into, then the Interested Director shall disclose the price that the said seller paid to acquire such property, provided that the Interested Director has, or can reasonably acquire, such knowledge.

6.12 The interested Director shall not be present during the discussion of the Contract at the directors meeting. In addition, the director shall not count towards the quorum for that portion of the meeting in which the Contract is considered or voted upon and the Interested Director shall not be permitted to vote with respect to any aspect of the Contract, unless the Interested Directors interest:

a) is limited solely to insurance described in section 39 of the Act or the remuneration of director, officer or director of the Corporation; or

b) arises or would arise solely as a result of the Interested Director being a director, officer or employee of the declarant, and the Interested Director was appointed to the first board pursuant to section 42 of the Act.

6.13 A general notice in writing to the board by a director declaring that he is a director or officer of, or has a material interest in, any company or other entity that is a party to a contract or proposed contract with the Corporation, is a sufficient declaration of his/her interest in relation to any contract so made. If a director has made a declaration or disclosure of his/her interest, and has not voted in respect of the contract or transaction, then such director, if he/she was acting honestly and in good faith at the time the contract or transaction was entered into, is not by reason only of holding the office of director accountable to the Corporation or to any owners for any profit or gain realized from such contract or transaction, and such contract or transaction is not voidable by reason only of the director's interest therein.

6.14 Notwithstanding that an Interested Director does not comply with the provisions of this by-law, then such director, if he/she were acting honestly and in good faith at the time the contract or transaction was entered into, is not by reason only of holding the office of director accountable to the Corporation or to any owners for any profit or gain realized from such contract or transaction, provided that he/she complies with and satisfies the provisions of section 40(8) of the Act.

6.15 **Standard of Care**: Every director and officer shall exercise the powers and discharge the duties of his/her office honestly and in good faith, and shall exercise the care, diligence, and skill that a reasonably prudent person would exercise in comparable circumstances.

6.16 **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 insufficiency or deficiency of title to any property acquired by resolution or 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 tortious 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 judgement or oversight on his/her part, or for any other loss, damage or misfortune which might happen in the execution of the duties of his/her office or in relation thereto, unless the same shall happen through or in connection with his/her own dishonest or fraudulent act or acts.

6.17 **Indemnity of Directors and Officers**: Every director and officer of the Corporation and their respective heirs, executors, administrators, successors, estate trustees and personal representatives shall at all times be indemnified and saved harmless by the Corporation from and against:

a) all costs, expenses, charges, damages and liabilities which any director or officer suffers, sustains or incurs in respect of any action, suit or proceeding that is brought, commenced or prosecuted against him/her for or in respect of anything done or permitted to be done, or omitted to be done by him/her in connection with the execution of the duties of his/her office (hereinafter collectively referred to as the **"Liabilities"**); and,

b) all other costs, charges and expenses which such director or officer 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 every director and officer of the Corporation in order to indemnify them against the Liabilities if same were incurred by any director or officer in the performance of his/her duties.

ARTICLE VII
OFFICERS

7.01 **Elected Officers**: At the first meeting of the board, and 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/her successor is elected. A vacancy occurring from time to time in such office may be filled by the board from among its members.

7.02 **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 the Secretary and the office of Treasurer, he/she may be known as the Secretary-Treasurer.

7.03 **Term of Office**: Subject to the provisions of any written agreement to the contrary, the board may by resolution remove at its pleasure any officer of the Corporation.

7.04 **President**: The President shall, when present, preside at all meetings of the owners and of the board, and shall be entitled, with the approval of the majority of the board present at the meeting of owners, appoint a Chairperson for the meeting. The Chairperson so appointed need not be a director or an owner. The President shall be charged with the general supervision of the business 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.

7.05 **Vice-President**: During the absence of the President, his/her duties may be performed and his/her 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 at the board or at a meeting of owners who is not qualified to attend such meeting as a director or owner, as the case may be. If a Vice-President exercises any such duty or power, the absence of the President shall be presumed with reference thereto. A Vice-President shall also perform such duties and exercise such powers as the board may prescribe from time to time.

7.06 **General Manager:** The General Manager, if one be appointed, shall be responsible for the general management, subject to the authority of the board and the supervision of the President, of the Corporation's business 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.

7.07 **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/she shall attend all meetings of the directors and of the owners and shall enter or cause to be entered in books kept for that purpose, minutes of all proceedings at such meetings. He/she shall be the custodian of all books, papers, records, documents and other instruments belonging to the Corporation and he/she shall perform such other duties as may from time to time be prescribed by the board.

7.08 **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/she shall control the deposit of the money, the safekeeping of securities and the disbursement of funds of the Corporation. He/she shall render to the board at any meeting thereof, or whenever required of him/her, an account of all his/her transactions as Treasurer and of the financial position of the Corporation, and he/she 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.

7.09 **Committees**:

(a) In order to assist the board in managing the affairs of the Corporation, the board may from time to time constitute such advisory committees, in accordance with the Act, to advise and make recommendations to the board in connection with the activities, management, budgets, house rules, or any other matters related to the common elements and (if applicable) the shared facilities.

(b) The members of such committees shall be appointed by the board to hold office and may be removed at any time by resolution of the board. The board shall in each case appoint a chairperson of the committee whose function, in part, shall be to seek and obtain interested owners to serve on the committee.

(c) All owners shall be eligible and encouraged to serve on any committee established by the board.

7.10 **Other Officers**: The duties of all other officers of the Corporation shall be such as the terms of their engagement call for, or as the board may require 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.

7.11 **Agents and Attorneys**: The board shall have the power to appoint, from time to time, agents or attorneys of the Corporation who shall have such powers of management or otherwise (including the power to sub-delegate) as the board may think fit in its sole discretion.

7.12 **Substitute Chairperson:** In the absence of the President and Vice-President from a meeting of the Board of Directors, a quorum of directors may appoint a chairperson to act for the duration of that meeting only.

ARTICLE VIII
BANKING ARRANGEMENTS AND CONTRACTS

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

8.02 **Execution of Instruments**: Subject to the provisions of the Act, all deeds, transfers, assignments, contracts and obligations on behalf of the Corporation may be signed by the President or 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 herein, 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, transfers, contracts or obligations of the Corporation may or shall be signed.

8.03 **Execution of the Status Certificate**: Certificates provided pursuant to section 76 of the Act may be signed by any officer or any director of the Corporation, with or without the seal of the Corporation affixed thereto, provided that the board may, by resolution, direct the manner in which, and the person(s) by whom, such certificates may or shall be signed.

ARTICLE IX
FINANCIAL YEAR-END

9.01 Unless otherwise determined by resolution of the board, the financial year of the Corporation shall end on the 31st day of May in each year.

ARTICLE X
NOTICE

10.01 **Method of Giving Notices**: Except as otherwise specifically provided in the Act, the declaration, or any other by-law(s) of the Corporation hereafter enacted, any notice(s), communication(s) or other document(s), including budgets and notices of assessment required to be given or served, shall be sufficiently given or served if given in accordance with the following:

a) **to an owner**, by giving same to him/her, or to any director or officer of the owner, notice in writing in accordance with the terms and provisions of section 47(7) of the Act;

b) **to a mortgagee**, who has notified the Corporation of his/her interest in any unit, by giving same to him/her, or to any officer or director of such mortgagee, notice in writing in accordance with the terms and provisions of section 47(8) of the Act; and,

c) **to the Corporation**, by giving same personally to any director or officer of the Corporation, or by ordinary mail, postage prepaid, or telefacsimile addressed to the Corporation at its address for service as set out in the declaration, or as changed in accordance with the requirements of the Act.

10.02 **Receipt of Notice**: If any notice is mailed as aforesaid, then same shall be deemed to have been received and to be effective on the second (2nd) day following the day on which it was mailed. If delivered personally, notice shall be deemed given the same day. Telefacsimile transmissions will be deemed to have been received on the date that same are transmitted, provided if same are sent after 5:00 p.m. on any business day or during week-ends or statutory holidays, then such notice will be effective on the next business day, with a telefacsimile transmission confirmation being proper evidence of the date and time of transmission.

10.03 **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

11.01 **Duties of the Board Re Common Expenses**: The common expenses, as provided for in the Act, and in the declaration, shall be assessed by the board and levied against the owners in the proportions in which they are required to contribute thereto. The board shall, from time to time, and at least once annually, prepare the 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.

11.02 **Notice of Common Expenses to Owners**: 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 all budgets on which such common expenses are based to all owners and mortgagees entered on the Register, in accordance with the provisions of the by-laws of the Corporation.

11.03 **Owner's Obligations**: Each owner shall pay to the Corporation the amount of common expenses assessed against such owner in equal monthly payments on the first day of each and every month for the 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 post-dated cheques and/or a pre-authorized chequing form covering the monthly common expenses payable during the period to which such assessment relates.

11.04 **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 notice(s) of such further assessment(s), on all owners. The notice shall include a written statement setting out the reasons for the extraordinary assessment and shall be payable by each owner within ten (10) days from the date of the receipt of such notice, or within such further period of time and in such instalments as the board may otherwise determine.

11.05 **Default in Payment of Assessment**: Arrears of payments required to be made under the provisions of this Article XI shall bear interest at the rate of eighteen (18%) percent per annum, calculated and compounded monthly, not in advance, 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. Cheques submitted by an owner that are not honoured by the bank or financial institution upon which they are drawn, shall be subject to an administration charge of twenty five dollars ($25.00), or such other amount as may be determined by the board, by resolution, in its full in unfettered discretion.

11.06 In addition to any remedies or liens provided by the Act, if any owner is in default of payment of a common expense assessment levied against him/her for a period of fifteen (15) days, then the board may bring legal action for and on behalf of the Corporation to enforce collection thereof, and there shall be added to any amount found due, all costs of such action, including costs on a solicitor-and-client basis.

ARTICLE XII
DEFAULT

12.01 **Registration of Lien**: Where a unit owner fails to pay common expenses the board shall, without exception, cause a lien to be registered by the Corporation's solicitor in accordance with the Act, to ensure that all arrears of common expenses are fully protected by said lien.

ARTICLE XIII
RULES GOVERNING THE USE OF UNITS AND COMMON ELEMENTS

13.01 The board may make rules respecting the use of the 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 common elements and of other units. Any rules 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 the owners to consider the rules. If such meeting of owners is required, then the rules shall become effective only upon approval at such meeting.

ARTICLE XIV
INDEMNITY

14.01 Each owner shall indemnify and save the Corporation harmless from any loss, cost, damage, injury or liability ("losses"), in respect of the owner's unit, common elements or any other unit, which the Corporation may suffer or incur:

(a) which is not otherwise recoverable from insurance coverage; and,

(b) which results from or is caused by any act or omission of:

(i) such owner; or,

(ii) any resident, tenant, employee, agent, invitee or licensee of such owner's unit.

14.02 Without limiting the generality of the foregoing, the types of losses contemplated by this article to be indemnified include:

(a) any and all legal costs incurred by the condominium corporation including:

(i) by reason of a breach of the declaration, by-laws and/or rules of the Corporation in force from time to time;

(ii) any excess of legal costs incurred by the condominium corporation over and above costs awarded by a court;

(iii) the cost of any legal advice given to the condominium corporation;
(iv) the cost of any letters written by the condominium corporation and/or the corporation's solicitor as a result of any such acts or omissions; and/or,
(v) any excess of legal costs incurred by the condominium corporation over and above costs awarded by a court in respect of any proceedings or other steps taken, resulting from an owners default in payment of the common expense contribution in respect of a unit;

(b) increased insurance premiums;

(c) cleaning charges; and/or,

(d) repair charges including any repairs to the owner's unit, any other owner's unit or the common elements.

14.03 All costs so indemnified pursuant to this article shall be deemed to be additional contributions toward the Common Expenses payable by such owner, and are recoverable as such.

ARTICLE XV
OBJECTING TO ASSESSMENTS
Section 56 of the Act

15.01 **Objecting to Assessments**: The Corporation shall, by resolution and without the approval of owners, have the capacity and authority to make a complaint under section 40 of the *Assessment Act* and any amendments thereto, on behalf of any owner provided that the Corporation provides the owner(s) with notice of same prior thereto.

15.02 **No Liability**: The Corporation shall not be liable for an alteration in the assessment of a unit or for any other matter relating to the complaint, except for the costs of the complaint.

15.03 **Costs of the Complaint**: The costs incurred by the Corporation as a result of forenoted complaints shall be treated, for the purpose of this by-law, as a common expense of the Corporation.

15.04 **Owner's Right to have the Complaint Withdrawn:** Prior to the hearing of the complaint the owner may have the complaint, made on behalf of the owner by the Corporation, withdrawn upon providing written notice of same to:

(a) the Corporation; and,

(b) the Assessment Review Board.

ARTICLE XVI

MISCELLANEOUS

16.01 **Invalidity**: The invalidity of any part or parts of this by-law shall not impair or affect in any manner the validity and enforceability of the balance thereof.

16.02 **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 plural wherever the context so requires.

16.03 **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 or may have occurred.

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

16.05 **Statutory References**: Any references to a section or sections of the Act in this by-law (or in any by-laws or rules hereafter enacted by the Corporation) shall be read and construed as a reference to the identical or similarly appropriate section or sections (as the case may be) of any successor legislation to the Act.

16.06 **Severability**: Each of the provisions of this by-law shall be deemed to be 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 the provisions of this by-law.

The foregoing by-law is hereby enacted as By-law No. 8 of York Region Condominium Corporation No. 585, said by-law having been passed by the board of directors on the 16 day of September, 2003, and duly approved by the owners of a majority of the units of the Corporation voting in favour of confirming it on the 16 day of November, 2004, without variation, pursuant to the provisions of the *Condominium Act, 1998*, S.O.

DATED this 16 day of November, 2004.

YORK REGION CONDOMINIUM CORPORATION NO. 585

Per: Annette Lipton
Name: ANNETTE LIPTON
Title: President
I have the authority to bind the Corporation.

Per: Carl Goldstein
Name: CARL GOLDSTEIN
Title: Secretary
I have the authority to bind the Corporation.

Province of Ontario

Document General

Form 4 — Land Registration Reform Act

Do Process Software Ltd. • (416) 322-6111

03-1480

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Number YR 567356

CERTIFICATE OF RECEIPT

NOV 25 2004 16:25

YORK REGION
No. 65
NEWMARKET

Land Registrar

(1) Registry ☐ Land Titles ☒

(2) Page 1 of 15 pages

(3) Property Identifier(s) Block Property
29118-0001 to 29118-0380 inclusive

Additional: See Schedule ☒

(4) Nature of Document
By-law No. 9
(Under the Condominium Act, 1998)

(5) Consideration

Dollars $

(6) Description
All Units and Common Elements comprising the property included in York Region Condominium Plan No. 585
Regional Municipality of York CITY OF VAUGHAN
Land Registry Office for the Land Titles Division of York Region (No. 65)

New Property Identifiers

Additional: See Schedule ☐

Executions

Additional: See Schedule ☐

(7) This Document Contains: (a) Redescription New Easement Plan/Sketch ☐ (b) Schedule for: Description ☐ Additional Parties ☐ Other ☒

(8) This Document provides as follows:
See by-law attached

Continued on Schedule ☒

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

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

Name(s)	Signature(s)	Date of Signature Y	M	D
YORK REGION CONDOMINIUM CORPORATION NO. 585 By its solicitors, FINE & DEO	Per: Name: Mario D. Deo	2004	11	24

(11) Address for Service c/o Management Office, 7420 Bathurst Street, Thornhill, Ontario, L4J 6X4

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

Name(s)	Signature(s)	Date of Signature Y	M	D

(13) Address for Service

(14) Municipal Address of Property

Multiple

(15) Document Prepared by:

Fine & Deo
3100 Steeles Avenue West
Suite 300
Vaughan, Ontario
L4K 3R1

FOR OFFICE USE ONLY

Fees and Tax	
Registration Fee	
Total	

Document prepared using The Conveyancer

PIN LIST FOR YORK REGION CONDOMINIUM PLAN NO. 585

UNIT	LEVEL	PROPERTY ID.
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3	1	29118-0003
4	1	29118-0004
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24	A	29118-0223
25	A	29118-0224
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28	A	29118-0227
29	A	29118-0228
30	A	29118-0229
31	A	29118-0230
32	A	29118-0231
33	A	29118-0232

34	A	29118-0233
35	A	29118-0234
36	A	29118-0235
37	A	29118-0236
38	A	29118-0237
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40	A	29118-0239
41	A	29118-0240
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43	A	29118-0242
44	A	29118-0243
45	A	29118-0244
46	A	29118-0245
47	A	29118-0246
48	A	29118-0247
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53	A	29118-0252
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56	A	29118-0255
57	A	29118-0256
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61	A	29118-0260
62	A	29118-0261
63	A	29118-0262
64	A	29118-0263
65	A	29118-0264
66	A	29118-0265
67	A	29118-0266
68	A	29118-0267
69	A	29118-0268
70	A	29118-0269
71	A	29118-0270
72	A	29118-0271
73	A	29118-0272
74	A	29118-0273
75	A	29118-0274
76	A	29118-0275
77	A	29118-0276
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81	A	29118-0280
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83	A	29118-0282
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46	B	29118-0332
47	B	29118-0333
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88	B	29118-0374
89	B	29118-0375
90	B	29118-0376
91	B	29118-0377
92	B	29118-0378
93	B	29118-0379
94	B	29118-0380

SCHEDULE

Form 11
Condominium Act, 1998

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

York Region Condominium Corporation No. 585 (known as the "**Corporation**") certifies that:

1. The copy of By-law Number 9, attached as Schedule A, is a true copy of the By-law.
2. The By-law was made in accordance with the *Condominium Act, 1998*.
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

Dated this 16th day of November, 2004.

York Region Condominium Corporation No. 585

By: Annette Lipton
Name: ANNETTE LIPTON
Title: President
I have authority to bind the Corporation.

By: Carl Goldstein
Name: CARL GOLDSTEIN
Title: Secretary
I have authority to bind the Corporation.

SCHEDULE "A"

YORK REGION CONDOMINIUM CORPORATION NO. 585

BY-LAW NO. 9

MEDIATION / ARBITRATION PROCEDURE BY-LAW

RECITALS

WHEREAS the board of directors may, by resolution, make, amend or repeal by-laws, not contrary to the *Condominium Act, 1998 ("Act")* or to the declaration, among other things,

(a) to govern the management of the property;

(b) to govern the use and management of the assets of the corporation;

(c) to specify duties of the corporation in addition to the duties set out in the *Act* and the declaration;

(d) to establish the procedure with respect to the mediation of disputes or disagreements between the corporation and the owners for the purpose of section 125 or section 132 of the *Act*; and,

(e) to govern the conduct generally of the affairs of the corporation.

AND WHEREAS, in furtherance of the above-noted powers and on the advice of counsel, the board of directors of the condominium corporation is of the view that it would be prudent for the condominium corporation to pass the following by-law establishing a procedure for the mediation of disputes or disagreements between the corporation and the owners for the purpose of section 125 or section 132 of the *Act*;

AND WHEREAS there is no existing arbitration agreement between the condominium corporation and its unit owners which sets out a procedure for arbitrations, in furtherance of the above-noted powers, and on the advice of counsel, the board of directors of the condominium corporation is of the view that it would be prudent for the condominium corporation to pass the following by-law which also establishes a procedure for the arbitration of disputes or disagreements between the corporation and the owners for the purpose of section 125 or section 132 of the *Act*.

THEREFORE, BE IT ENACTED AS A BY-LAW OF YORK REGION CONDOMINIUM CORPORATION NO. 585, (hereinafter referred to as "**Corporation**" and or the "**corporation**") as follows:

The Mediation of Disagreements Between the Corporation and the Owners

1. This by-law applies only in respect of the mediation of disputes or disagreements between the corporation and one or more unit owners which are required by section 125 or section 132 of the *Act* to be submitted to mediation, and for greater certainty does not apply to a mediation in respect of:

   i) an agreement between the declarant and the corporation;

   ii) an agreement between two or more corporations;

   iii) an agreement between the corporation and a person for the management of the property; or,

   iv) a disagreement between the declarant and the board of directors with respect to the budget statement described in subsection 72 (6) of the *Act* or, the obligations of the declarant under section 75 of the *Act* (i.e. the accountability to the corporation by the declarant for the budget statement that covers the one-year period immediately following the registration of the declaration and description).

2. Where a disagreement arises between the corporation and one or more unit owners which is required by section 125 or section 132 of the *Act* to be submitted to mediation, either party (the "**Initiating Party**") may serve the other party (the "**Other Party**") with a document

entitled "Notice of Mediation" which may be in the form attached hereto as Schedule "A" and which shall set out:

i) a statement, no longer than two 8.5" x 11" pages in length, setting out:

   i) a brief description of the disagreement;

   ii) why the Initiating Party requests the mediation; and,

   iii) a statement of the resolution sought (the **"Issue Statement"**);

ii) the Initiating Party's choice of mediator, shall be made from a list ("The List of Mediators") of at least five mediators which the Corporation shall maintain at all times. In addition to the names of at least five mediators, The List of Mediators shall also include information as to how to contact such person including telephone numbers and e-mail addresses if available;

iii) subject to paragraph 7 below, three proposed dates for the mediation within the next following 30 days; and,

iv) the advice to the Other Party that the Other Party may choose any one of the three proposed dates within five days from the date of the Notice of Mediation, failing which the first date shall apply.

3. The mediators listed on The List of Mediators:

   i) shall be at least 18 years of age;

   ii) shall not be related to any then present member of the board of directors;

   iii) shall not be an owner or tenant of a unit within the corporation;

   iv) shall have the requisite training and/or qualifications, as determined by the board of directors; and;

   v) may be replaced at any time by the board of directors in its sole and absolute discretion.

4. The mediator's function shall be to confer with the parties and endeavour to obtain a settlement with respect to the disagreement submitted to mediation.

5. Prior to sending the Notice of Mediation, the Initiating Party must clear the availability of the chosen mediator for each of the three proposed dates in the Notice of Mediation.

6. If none of the mediators on the List of Mediators is available within that 30 day period, then the Initiating Party may choose any person, who satisfies the requirements of paragraph three above, to act as mediator.

Time Limits for the Hearing of the Mediation

7. The mediation shall be held within 30 days of the date of the service of the Notice of Mediation, but in emergency cases, where safety or other issues which threaten the safety of persons or property are involved, the mediation may be at the earliest possible moment in which case the time period for a response from the Other Party contemplated in paragraphs 2(iv) above and 9 below may be shortened to 48 hours. Whether a matter threatens the safety of persons or property, shall be a decision that will be determined solely by the Corporation or any of its agents.

Documents and Discovery

8. There shall be no discovery process except that along with the Notice of Mediation, the Initiating Party shall submit the Issue Statement. If the Initiating Party intends to rely on any documents, then a summary of each such document, identifying each document, its author, its date of creation, and a brief summary of its contents, shall accompany the Notice of Mediation and the Initiating Party's Issue Statement.

9. The Other Party shall submit a statement responding to the Issue Statement (the **"Response Statement"**) which shall be no longer than two pages in length and must be submitted within ten days from the date of the Notice of Mediation. If the Other Party intends to rely on any documents, then a summary of each such document, identifying each document, its author, its date of creation, and a brief summary of its contents shall accompany the Response Statement.

The Mediator's Fees

10. The mediator's fees for assisting the parties with the mediation of the disagreement shall be borne equally between the parties, unless a settlement agreement (if any) between the parties, or the mediator specifies otherwise.

11. Each of the Initiating party and the Other Party shall pay to the Corporation to hold in trust, an initial deposit of $500.00 each (or such other greater amount required by the mediator) (the "**Deposit Funds**"), which must be paid to the Corporation no later than the date and time that the party serves its Issue Statement or Response Statement as the case may be. The Deposit Funds shall be held by the Corporation in trust and are to be applied against the mediator's fees in accordance with paragraph 10 above. The Deposit Funds must be provided in the form of a certified cheque, bank draft, or money order only and must be made payable to York Region Condominium Corporation No. 585, in trust. No other means of deposit shall be accepted by the Corporation.

12. The Corporation shall be primarily responsible for paying the mediator's account, and shall seek reimbursement from the other party should the Deposit Funds prove to be insufficient. The other party or parties, regardless of whether an owner or a tenant, shall reimburse the Corporation within seven days of a written request for reimbursement, failing which, the default in payment shall be deemed to be an award of costs pursuant to section 134(5) of the *Act*.

13. Subject to paragraph 14 below, the remainder of the Deposit Funds (if any), following payment of the mediator's fees and expenses in accordance with paragraph 10 above, shall be reimbursed to the respective parties by the Corporation within a reasonable time thereafter.

14. Should the matter remain unresolved and proceed to arbitration, then the excess Deposit Funds (if any) shall be retained by the Corporation until the final resolution of the matter and said funds may be used to pay the arbitrator's fees in accordance with paragraph 28 of this by-law.

The Mediation

15. The mediation shall be for no longer than one-half a day (approximately three hours) unless the parties agree to such longer time. A representative of each party shall be in attendance who has the authority to finalize any settlement solution to the disagreement as the parties present at the mediation may deem appropriate.

16. If a settlement is reached as between the respective parties, the mediator shall record the terms of the settlement prior to concluding the mediation. Each party shall review and initial the recorded terms of settlement, prior to leaving the mediation.

    The mediator shall draft and deliver to the respective parties a settlement record which shall include:

    i) a statement setting out the dispute;

    ii) the terms of settlement as recorded at the mediation;

    iii) a statement that each of the parties to the disagreement hereby agree to abide by and comply with the terms as set out in the settlement record;

    iv) a statement that if a party fails to comply with the terms of a duly executed settlement record, the other party shall have the right to immediately proceed under section 134 of the *Condominium Act, 1998*, and make an application to the Superior Court of Justice for an order enforcing compliance; and,

    iv) any other statement as may be deemed necessary or appropriate by the mediator.

    The mediator shall within ten banking days from the date the mediation is concluded (or such other time as agreed to by the parties and the mediator), deliver a copy of the settlement record to the respective parities. Upon receipt of the settlement record from the mediator, the respective parties shall have five banking days to review, execute and deliver a copy of the settlement record to the other party and the mediator. The settlement record may be executed in counterpart by the respective parties.

    No amendments may be introduced to the settlement record by either party. Any required amendments to the settlement record must be made by, and at the discretion of, the mediator, and shall be based upon the recorded terms of settlement as agreed to by both parties at the mediation. If any amendments are made by the mediator to the settlement record, the mediator shall immediately deliver a revised settlement record to the respective

parties. Upon receipt of the revised settlement record from the mediator, the respective parties shall have five banking days to review, execute and deliver a copy of the revised settlement record to the other party and the mediator. The revised settlement record may be executed in counterpart by the respective parties.

Nothing contained in the settlement record shall create a precedent upon either party.

17. The mediation shall be deemed to have failed if:

i) the mediation is held and the mediator determines that a mediated settlement between the disputing parties is not available; or,

ii) any one or more of the following events occur:

(a) the respective parties fail to agree upon a mediation date within 30 days from the date of service of the Notice of Mediation, or such earlier time periods in emergency situations as provided for in paragraph 7 of this by-law;

(b) 60 days have passed following the date upon which the Initiating Party serves the Notice of Mediation and the parties have not selected a mediator, or no mediator has consented to act within the time period;

(c) either party fails to provide their respective share of the Deposit Funds as required and within the time frames provided by paragraph 11 of this by-law;

(d) either party fails to set out in their respective Notice of Mediation or Response Statement, the facts and arguments supporting their positions;

(e) the Other Party fails to submit a Response Statement within the time frames provided in paragraphs 7 and 9 of this by-law;

(f) a party fails to attend, or have their representative attend, the scheduled mediation. In such a situation the mediator may deem, at any time following the passage of fifteen minutes from the time the mediation was scheduled to commence, that the mediation has failed; or,

(g) If a settlement is reached and either party or the mediator, fails to comply with the provisions set out in paragraph 16 of this by-law.

Upon the occurrence of any of the above-noted, either party to the dispute may request that the mediator provide his/her notice that the mediation has failed.

The mediator shall have ten days from the date the mediation is held, or from the date a request is made by a party in accordance with paragraph 17(ii) above, to serve the respective parties with his/her notice indicating that the mediation has failed. The mediator may in said notice, set out any disagreement or statement of issues between the parties which shall be considered by the arbitrator.

Arbitration Procedure

18. The provisions of this by-law relating to the arbitration of disputes or disagreements between the corporation and one or more unit owners which are required to be submitted to arbitration shall be deemed to be, for the purposes of the *Arbitration Act*, 1991, an arbitration agreement between such parties.

19. The disputes and disagreements referred to above which are not resolved by mediation shall proceed to arbitration on the earlier of:

i) 60 days following the date upon which the Initiating Party serves the Notice of Mediation, if the parties have not selected a mediator within that time period; or,

ii) 30 days following the delivery of notice from the mediator indicating that the mediation has failed.

Notice of Arbitration

20. Where a dispute or disagreement between the corporation and one or more unit owners is required to be submitted to arbitration, either party (the "**Initiating Party**") may serve the other party (the "**Other Party**") with a document entitled "Notice of Arbitration" which may be in the form attached hereto as Schedule "B" and which shall set out:

    i) a brief statement as to the dispute or disagreement, the resolution sought, and why the Initiating Party requests the arbitration;

    ii) the Initiating Party's choice of arbitrator which shall be made from a list (The List of Arbitrators) of at least five arbitrators which the Corporation shall maintain at all times; and,

    iii) three proposed dates for the arbitration within the next following thirty (30) days and advice to the Other Party that the Other Party may choose any one of those dates within five days from the date of the Notice of Arbitration, failing which the first date shall apply.

21. Prior to sending the Notice of Arbitration, the Initiating Party must clear the availability of the arbitrator for each of the three proposed dates in the Notice of Arbitration.

22. If none of the arbitrators on the Corporation's list is available within that 30 day period, then the Initiating Party may choose any person to act as arbitrator whose training or qualifications make such person a reasonably suitable to fairly arbitrate the disagreement or dispute.

23. Subject to any statement by the mediator as to the dispute or disagreement, or as to the issues, the Issue Statement and Response Statement submitted by the parties in the mediation shall form the basis of the arbitration issues. Copies of the Issue Statement and Response Statement shall be attached to and form part of the Notice of Arbitration.

24. If either an Issue Statement or a Response Statement, or both, were not submitted in the mediation, then:

    i) the Initiating Party shall serve the Other Party with an Issue Statement in respect of the arbitration; and,

    ii) the Other Party shall serve a Response Statement within ten days thereafter.

25. The arbitration hearing must be held within 30 days after the service of the Notice of Arbitration.

26. The Initiating Party shall be responsible for arranging a court reporter for the arbitration, but the costs thereof shall be dealt with as a cost of the arbitration.

27. Any documents which are intended to be relied upon by a party must be given to the other party within ten days after the service of the Notice of Arbitration. No new documents may be introduced in the arbitration which were not introduced in the mediation, if applicable, save and except for:

    i) documents which the arbitrator determines could not be or were not reasonably available as of the date of mediation; and/or,

    ii) such documents as the arbitrator determines in his/her sole discretion are required for the proper determination of the dispute.

28. The arbitrator's fees for assisting the parties with the disagreement, and other associated costs, such as but not limited to court reporter's fees, shall be split equally between the parties, unless otherwise agreed, as between the parties or ordered by the arbitrator, but the Corporation shall be primarily responsible for paying the arbitrator's account. The other party or parties, regardless of whether an owner or a tenant, shall reimburse the Corporation within seven days of a written request for reimbursement, failing which, the default in payment shall be deemed to be an award of costs pursuant to section 134(5) of the *Act*.

29. Within ten days after the service of the Notice of Arbitration, if a party intends or requests evidence be called on a certain point because of a factual disagreement, then that party shall notify the other party.

30. Parties shall exchange witness lists, together with a short statement containing the summary of each witnesses' evidence, no later than 5:00 p.m. one calendar week prior to the hearing of the arbitration.

31. At the arbitration hearing, any fact in dispute in the Issue Statement and/or Response Statement shall be determined by the arbitrator pursuant to *viva-voce* (oral testimony) and/or documentary evidence.

32. The arbitrator may determine any matters of procedure for the arbitration not specified herein.

33. Subject to the provisions of the *Arbitration Act, 1991*, this arbitration shall be binding on the parties.

34. In all other respects, the *Arbitration Act, 1991*, and any amendments thereto applies.

35. The arbitrator shall, after hearing any evidence and representations that the parties may submit, make his/her decision and reduce same to writing as quickly and as expeditiously as possible but in any event, no later than 30 days after the completion of the hearing, and deliver one copy thereof to each of the parties.

Service of Documents

36. The service of any and all documents referred to herein may be made in accordance with the applicable provisions of the *Act*, the Corporation's declaration, and by-laws. Service by telefacsimile is permitted if the parties agree to same.

Severability

37. Each of the provisions of this by-law shall be deemed to be 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 by-law.

Gender

38. 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 plural wherever the context so requires.

Waiver

39. 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.

Headings

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

Statutory References

41. Any references to a section or sections of the *Act* in this by-law (or in any by-laws or rules hereafter enacted by the Corporation) shall be read and construed as a reference to the identical or similarly appropriate section or sections (as the case may be) of any successor legislation to the *Act*.

The foregoing by-law is hereby enacted as By-law No. 9 of York Region Condominium Corporation No. 585, said by-law having been passed by the board of directors on the 16 day of September, 2003 and duly approved by the owners of a majority of the units of the Corporation voting in favour of confirming it on the 16 day of November 2004, without variation, pursuant to the provisions of the *Condominium Act, 1998*, S.O.

DATED this 16 day of November, 2004.

YORK REGION CONDOMINIUM CORPORATION NO. 585

Name: ANNETTE LIPTON
Title: President
I have authority to bind the Corporation.

Name: CARL GOLDSTEIN
Title: Secretary
I have authority to bind the Corporation.

SCHEDULE "A"

NOTICE OF MEDIATION

DATE:

TO:

FROM:

RE:

---

1. Mediator: _____

2. *Please check which of the following is applicable by placing an "X":*

   ( ) Proposed Dates & Time for Mediation:

   i) _____

   ii) _____

   iii) _____

   You have five days from the date of the Notice of Mediation to select one of the above noted dates, falling which the first date shall apply.

   ( ) As this is an emergency situation, as determined by the Corporation or any of its agents in its sole discretion, the mediation shall take place on:

   i) _____

3. Location of Mediation: _____

4. Issue Statement.
   (The Issue Statement is to be attached hereto and labeled as Schedule "A")

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

DOCUMENTS		
DATE	AUTHOR	BRIEF SUMMARY OF CONTENTS

SCHEDULE "B"

NOTICE OF ARBITRATION

DATE:

TO:

FROM:

RE:

---

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

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

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

2. Arbitrator: _____

3. Proposed Dates & Time for Arbitration:

   i) _____

   ii) _____

   iii) _____

   You have five days from the date of the Notice of Arbitration to select one of the above noted dates, failing which the first date shall apply.

4. Location of Arbitration: _____

5. Copies of the Issue Statement and Response Statement (if any) are attached hereto and form part of the Notice of Arbitration.

Province of Ontario

Document General

Form 4 — Land Registration Reform Act

Do Process Software Ltd. • (416) 322-6111

03-1481

D

(1) Registry ☐ Land Titles ☒ (2) Page 1 of 9 pages

(3) Property Identifier(s) Block Property: 29118-0001 to 29118-0380 inclusive Additional: See Schedule ☒

(4) Nature of Document
By-law No. 10
(Under the Condominium Act, 1998)

(5) Consideration
Dollars $

(6) Description
All Units and Common Elements comprising the property included in York Region Condominium Plan No. 585
Regional Municipality of York CITY OF VAUGHAN
Land Registry Office for the Land Titles Division of York Region (No. 65)

FOR OFFICE USE ONLY

Number YR 567374
CERTIFICATE OF RECEIPT
NOV 25 2004 16:34
YORK REGION No. 65 NEWMARKET
Land Registrar

New Property Identifiers Additional: See Schedule ☐

Executions Additional: See Schedule ☐

(7) This Document Contains: (a) Redescription New Easement Plan/Sketch ☐ (b) Schedule for: Description ☐ Additional Parties ☐ Other ☒

(8) This Document provides as follows:
See by-law attached

Continued on Schedule ☒

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

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

Name(s)	Signature(s)	Date of Signature Y	M	D
YORK REGION CONDOMINIUM CORPORATION NO. 585 By its solicitors, FINE & DEO	Per: Name: Mario D. Deo	2004	11	24

(11) Address for Service c/o Management Office, 7420 Bathurst Street, Thornhill, Ontario, L4J 6X4

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

Name(s)	Signature(s)	Date of Signature Y	M	D

(13) Address for Service

(14) Municipal Address of Property
Multiple

(15) Document Prepared by:
Fine & Deo
3100 Steeles Avenue West
Suite 300
Vaughan, Ontario
L4K 3R1

FOR OFFICE USE ONLY

Fees and Tax	
Registration Fee	
Total	

Document prepared using The Conveyancer

PIN LIST FOR YORK REGION CONDOMINIUM PLAN NO. 585

UNIT	LEVEL	PROPERTY ID.
1	1	29118-0001
2	1	29118-0002
3	1	29118-0003
4	1	29118-0004
1	2	29118-0005
2	2	29118-0006
3	2	29118-0007
4	2	29118-0008
5	2	29118-0009
6	2	29118-0010
7	2	29118-0011
8	2	29118-0012
9	2	29118-0013
10	2	29118-0014
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SCHEDULE

Form 11
Condominium Act, 1998

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

York Region Condominium Corporation No. 585 (known as the **"Corporation"**) certifies that:

1. The copy of By-law Number 10, attached as Schedule A, is a true copy of the By-law.

2. The By-law was made in accordance with the *Condominium Act, 1998*.

3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

Dated this 16 day of November, 2004.

York Region Condominium Corporation No. 585

By: Annette Lipton
Name: ANNETTE LIPTON
Title: President

I have authority to bind the Corporation.

By: Carl Goldstein
Name: CARL GOLDSTEIN
Title: Secretary

I have authority to bind the Corporation.

SCHEDULE "A"

YORK REGION CONDOMINIUM CORPORATION NO. 585

BY-LAW NO. 10

BY-LAW RESPECTING INSURANCE DEDUCTIBLES - SECTION 105 OF THE *CONDOMINIUM ACT, 1998, S.O.*

WHEREAS the board of directors may by by-law extend the circumstances in which unit owners would be held responsible for the deductible applicable to the repair of their respective unit or units following damage;

Be it enacted as a by-law of York Region Condominium Corporation No. 585, (hereinafter referred to as **"Corporation"**) as follows:

1. **Indemnification for Insurance Deductible:** Each owner shall indemnify and save the Corporation harmless from the amount which is the lesser of:

   i. any deductible payable by the Corporation pursuant to any policy of insurance held by the Corporation, that is applicable to the repair of damage to each owner's respective unit or units; or,

   ii. the actual costs attributable to the repair of each owner's unit or units,

   regardless of fault, so long as the damage is not as a result of an act or omission on part of the Corporation, its directors, officers or agents.

2. **Damage to more than one unit:** Should an incident cause damage to more than one unit, then the owner of each unit that has suffered damage shall indemnify the Corporation their proportionate share, as determined by the board of directors, by resolution, in its full and unfettered discretion. The board of directors shall make this determination, by applying the thresholds provided in paragraph 1 above.

3. **Payments Owed to the Corporation Deemed to be Common Expenses:** Any payment which is required to be made pursuant to this by-law by any unit owner or owners shall be and is hereby deemed to be common expenses attributable to the said unit owner's unit and shall be recoverable as such.

4. **The Quantum of the Deductible:** The deductible for each insurance policy of the Corporation shall be deemed to be reasonable unless otherwise determined by a court or arbitrator of competent jurisdiction.

5. **Severability:** Each of the provisions of this by-law shall be deemed to be 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 by-law.

6. **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 plural wherever the context so requires.

7. **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.

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

9. **Statutory References**: Any references to a section or sections of the *Condominium Act, 1998*, S.O. (the "**Act**") in this by-law (or in any by-laws or rules hereafter enacted by the Corporation) shall be read and construed as a reference to the identical or similarly appropriate section or sections (as the case may be) of any successor legislation to the Act.

The foregoing By-law is hereby enacted as By-law No. 10 of York Region Condominium Corporation No. 585, said by-law having been passed by the board of directors on the 16 day of September, 2003, and duly approved by the owners of a majority of the units of the Corporation voting in favour of confirming it on the 16 day of November, 2004, without variation, pursuant to the provisions of the *Condominium Act, 1998*, S.O.

DATED this 16 day of November, 2004.

YORK REGION CONDOMINIUM CORPORATION NO. 585

By: Annette Lipton
Name: ANNETTE LIPTON
Title: President
I have authority to bind the Corporation.

By: Carl Goldstein
Name: CARL GOLDSTEIN
Title: Secretary
I have authority to bind the Corporation.

Province of Ontario

Document General

Form 4 — Land Registration Reform Act

Do Process Software Ltd. • (416) 322-6111

03-1482

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FOR OFFICE USE ONLY

Number YR 567404
CERTIFICATE OF RECEIPT
NOV 25 2004 16:44
YORK REGION
No. 65
NEWMARKET
Land Registrar

(1) Registry ☐ Land Titles ☒

(2) Page 1 of 11 pages

(3) Property Identifier(s) Block Property 29118-0001 to 29118-0380 inclusive

Additional: See Schedule ☒

(4) Nature of Document
By-law No. 11
(Under the Condominium Act, 1998)

(5) Consideration

Dollars $

(6) Description
All Units and Common Elements comprising the property included in York Region Condominium Plan No. 585
Regional Municipality of York CITY OF VAUGHAN
Land Registry Office for the Land Titles Division of York Region (No. 65)

New Property Identifiers

Additional: See Schedule ☐

Executions

Additional: See Schedule ☐

(7) This Document Contains: (a) Redescription New Easement Plan/Sketch ☐ (b) Schedule for: Description ☐ Additional Parties ☐ Other ☒

(8) This Document provides as follows:
See by-law attached

Continued on Schedule ☒

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

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

Name(s)	Signature(s)	Date of Signature Y	M	D
YORK REGION CONDOMINIUM CORPORATION NO. 585 By its solicitors, FINE & DEO	Per: Name: Mario D. Deo	2004	11	24

(11) Address for Service c/o Management Office, 7420 Bathurst Street, Thornhill, Ontario, L4J 6X4

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

Name(s)	Signature(s)	Date of Signature Y	M	D

(13) Address for Service

(14) Municipal Address of Property
Multiple

(15) Document Prepared by:
Fine & Deo
3100 Steeles Avenue West
Suite 300
Vaughan, Ontario
L4K 3R1

FOR OFFICE USE ONLY

Fees and Tax	
Registration Fee	
Total	

Document prepared using The Conveyancer

PIN LIST FOR YORK REGION CONDOMINIUM PLAN NO. 585

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20	A	29118-0219
21	A	29118-0220
22	A	29118-0221
23	A	29118-0222
24	A	29118-0223
25	A	29118-0224
26	A	29118-0225
27	A	29118-0226
28	A	29118-0227
29	A	29118-0228
30	A	29118-0229
31	A	29118-0230
32	A	29118-0231
33	A	29118-0232

34	A	29118-0233
35	A	29118-0234
36	A	29118-0235
37	A	29118-0236
38	A	29118-0237
39	A	29118-0238
40	A	29118-0239
41	A	29118-0240
42	A	29118-0241
43	A	29118-0242
44	A	29118-0243
45	A	29118-0244
46	A	29118-0245
47	A	29118-0246
48	A	29118-0247
49	A	29118-0248
50	A	29118-0249
51	A	29118-0250
52	A	29118-0251
53	A	29118-0252
54	A	29118-0253
55	A	29118-0254
56	A	29118-0255
57	A	29118-0256
58	A	29118-0257
59	A	29118-0258
60	A	29118-0259
61	A	29118-0260
62	A	29118-0261
63	A	29118-0262
64	A	29118-0263
65	A	29118-0264
66	A	29118-0265
67	A	29118-0266
68	A	29118-0267
69	A	29118-0268
70	A	29118-0269
71	A	29118-0270
72	A	29118-0271
73	A	29118-0272
74	A	29118-0273
75	A	29118-0274
76	A	29118-0275
77	A	29118-0276
78	A	29118-0277
79	A	29118-0278
80	A	29118-0279
81	A	29118-0280
82	A	29118-0281
83	A	29118-0282
84	A	29118-0283
85	A	29118-0284
86	A	29118-0285
87	A	29118-0286
1	B	29118-0287
2	B	29118-0288
3	B	29118-0289
4	B	29118-0290
5	B	29118-0291
6	B	29118-0292
7	B	29118-0293
8	B	29118-0294
9	B	29118-0295
10	B	29118-0296
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12	B	29118-0298
13	B	29118-0299
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15	B	29118-0301
16	B	29118-0302
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18	B	29118-0304
19	B	29118-0305
20	B	29118-0306
21	B	29118-0307
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23	B	29118-0309
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25	B	29118-0311

26	B	29118-0312
27	B	29118-0313
28	B	29118-0314
29	B	29118-0315
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31	B	29118-0317
32	B	29118-0318
33	B	29118-0319
34	B	29118-0320
35	B	29118-0321
36	B	29118-0322
37	B	29118-0323
38	B	29118-0324
39	B	29118-0325
40	B	29118-0326
41	B	29118-0327
42	B	29118-0328
43	B	29118-0329
44	B	29118-0330
45	B	29118-0331
46	B	29118-0332
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65	B	29118-0351
66	B	29118-0352
67	B	29118-0353
68	B	29118-0354
69	B	29118-0355
70	B	29118-0356
71	B	29118-0357
72	B	29118-0358
73	B	29118-0359
74	B	29118-0360
75	B	29118-0361
76	B	29118-0362
77	B	29118-0363
78	B	29118-0364
79	B	29118-0365
80	B	29118-0366
81	B	29118-0367
82	B	29118-0368
83	B	29118-0369
84	B	29118-0370
85	B	29118-0371
86	B	29118-0372
87	B	29118-0373
88	B	29118-0374
89	B	29118-0375
90	B	29118-0376
91	B	29118-0377
92	B	29118-0378
93	B	29118-0379
94	B	29118-0380

SCHEDULE

Form 11
Condominium Act, 1998

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

York Region Condominium Corporation No. 585 (known as the **"Corporation"**) certifies that:

1. The copy of By-law Number 11, attached as Schedule A, is a true copy of the By-law.

2. The By-law was made in accordance with the *Condominium Act, 1998*.

3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

Dated this 16 day of NOVEMBER, 2004.

York Region Condominium Corporation No. 585

By: _____
Name: ANNETTE LIPTON
Title: President
I have authority to bind the Corporation.

By: _____
Name: CARL GOLDSTEIN
Title: Secretary
I have authority to bind the Corporation.

SCHEDULE "A"

YORK REGION CONDOMINIUM CORPORATION NO. 585

BY-LAW NO. 11

A by-law that identifies the standard unit in order to determine what constitutes an improvement for the purposes of sections 89 and 99 of the *Condominium Act, 1998* S.O.

WHEREAS the board of directors may by by-law determine what constitutes a standard unit for each class of unit within the corporation, for the purpose of determining the responsibility for repairing improvements after damage and insuring same;

Be it enacted as a by-law of York Region Condominium Corporation No. 585, (hereinafter referred to as **"Corporation"**) as follows:

1. **Purpose**: The purpose of this by-law is only for the determination of what constitutes an improvement to a unit, with respect to subsections 89(2)(3) and 99(2)(3) the *Condominium Act, 1998* S.O. (the "***Act***"). This by-law does not amend or affect the definition of a "residential unit", "commercial unit", "parking unit" and/or "locker unit", as prescribed by Schedule "C" of the Corporation's declaration registered as Instrument Number LT383719, or any obligations/responsibilities prescribed by the Corporation's declaration.

2. **Residential Unit Class**: For the purposes of this by-law the standard unit for all "residential units", (being Units 1 to 3 inclusive on Level 1, and Units 1 to 13 inclusive on Levels 2 to 16 inclusive), as identified by paragraph 1 in Schedule "C" of the Corporation's declaration registered as Instrument Number LT383719, shall consist of those items as listed in Schedule "A" attached hereto (the "**Residential Unit Class - Standard Unit**") subject to the following provisions:

   (i) any of the materials set out in Schedule "A", may be replaced with a material that is of similar or better quality and finish, should the original materials not be available for any reason. Should a dispute arise with respect to same, the final and unfettered determination shall be that of the board of directors;

   (ii) all materials set out in Schedule "A" are standard builder's grade in quality, unless specifically stated otherwise. Should a dispute/disagreement arise over the manufacturer, quality, colour, texture, dimension, and/or finish of any item set out in Schedule "A", the final and unfettered determination of same shall be reserved to the board of directors; and,

   (iii) the Residential Unit Class - Standard Unit shall not include any flooring material (unless otherwise specifically provided for in Schedule "A") and/or any light fixtures of any sort (unless otherwise specifically provided for in Schedule "A").

   Anything not specifically included as part of the Residential Unit Class - Standard Unit (as listed in Schedule "A" herein) shall be deemed to be an improvement made to a unit, as that term is defined by sections 89 and 99 of the *Act*.

3. **Commercial Unit Class**: For the purposes of this by-law the standard unit for the "commercial unit", (being Unit 4 on Level 1), as identified by paragraph 4 in Schedule "C" of the Corporation's declaration registered as Instrument Number LT383719, shall not include anything that falls within the boundaries of those units as described in said section (the "**Commercial Unit Class - Standard Unit**"). Anything not included as part of the Commercial Unit Class - Standard Unit shall be deemed to be an improvement made to a unit, as that term is defined by sections 89 and 99 of the *Act*.

4. **Parking Unit Class**: For the purposes of this by-law the standard unit for the "Parking Units", (being Units 1 to 37 inclusive on Level A and Units 1 to 34 inclusive on Level B), as identified in paragraph 2 in Schedule "C" of the Corporation's declaration registered as Instrument Number LT383719, shall not include anything that falls within the boundaries of those units as described in said section (the "**Parking Unit Class - Standard Unit**"). Anything not included as part of the Parking Unit Class - Standard Unit shall be deemed to be an improvement made to a unit, as that term is defined by sections 89 and 99 of the *Act*.

5. **Locker Unit Class**: For the purposes of this by-law the standard unit for the "Locker Units" (being Units 38 to 87 inclusive on Level A and Units 35 to 94 inclusive on Level B), as identified in paragraph 3 in Schedule "C" of the Corporation's declaration registered as Instrument Number LT383719, shall not include anything that falls within the boundaries of those units as described in said section (the "**Locker Unit Class - Standard Unit**"). Anything not included as part of the Locker Unit Class - Standard Unit shall be deemed to be an improvement made to a unit, as that term is defined by sections 89 and 99 of the *Act*.

6. Unit owner(s) shall be responsible to maintain and repair all improvement(s) and shall insure all improvement(s) with the customary coverage provided to condominium unit owners. Although the Corporation need not be provided with a copy of a unit owner's policy of insurance, with respect to the improvement(s), the Corporation may request in writing from a unit owner, and the unit owner shall provide, sufficient evidence that said improvement(s) are insured. The unit owner shall provide the requisite information to the Corporation within 10 days of receipt of such a request. Any repairs, maintenance, and/or servicing to be conducted by a unit owner to his/her respective unit, shall only be performed by an accredited professional.

7. **Severability**: Each of the provisions of this by-law shall be deemed to be 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 by-law.

8. **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 plural wherever the context so requires.

9. **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.

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

11. **Statutory References**: Any references to a section or sections of the *Act* in this by-law (or in any by-laws or rules hereafter enacted by the Corporation) shall be read and construed as a reference to the identical or similarly appropriate section or sections (as the case may be) of any successor legislation to the *Act*.

The foregoing by-law is hereby enacted as By-law No. 11 of York Region Condominium Corporation No. 585, said by-law having been passed by the board of directors on the 16 day of SEPTEMBER, 2003, and duly approved by the owners of a majority of the units of the Corporation voting in favour of confirming it on the 16 day of NOVEMBER, 2004, without variation, pursuant to the provisions of the *Condominium Act, 1998*, S.O.

DATED this 16 day of NOVEMBER, 2004.

York Region Condominium Corporation No. 585

By: Annette Lipton
Name: ANNETTE LIPTON
Title: President
I have authority to bind the Corporation

By: Carl Goldstein
Name: CARL GOLDSTEIN
Title: Secretary
I have authority to bind the Corporation

SCHEDULE "A"

Residential Unit Class - Standard Unit

SUITE	• Ceiling - approximately eight foot (8') high ceilings generally throughout all suites except for bathrooms, kitchens, hallways and at bulkheads for mechanical, plumbing, electrical and design purposes • Paint - all interior walls painted white with latex paint (one coat), except for kitchen, bathrooms, and all woodwork and trim which are painted white with semi-gloss paint (one coat). White stippled ceilings in all living areas, except kitchen, laundry area, and bathrooms, which are smooth finished and painted with white semi-gloss paint • Interior doors/closets - hollow-board doors, painted white (one coat) with polished brass-finish hardware • Baseboards and trim - 2 inch painted (white) finger joint pine • Walls - all interior walls are finished in ½ inch drywall • Ceilings - all ceilings are finished in ½ inch drywall. • All load-bearing structural concrete columns, sub-floors, partitions, along with all plumbing, electrical, and venting conduits, that form part of the unit as described by the Corporation's declaration
KITCHEN	• Counter top - laminate finish (choice of colours) • Sink - single stainless steel sink with single lever chrome faucet • Cabinets - laminate finish (choice of colours) • Standard stove outlet
BATHROOM(s)	*Main Bathroom (applicable to all residential units)* • Vanity, sink, counter top and faucet - laminate counter top white or beige in colour with white ceramic sink, laminate vanity white or beige in colour, with single lever chrome faucet • Bathtub & Shower Combination - 5 foot white acrylic bathtub, with basic 4 inch X 4 inch white ceramic tile bathtub surround from top of bathtub to the ceiling, with chrome shower head and handles & pressure balanced water temperature controls • Toilet - white single piece unlined • Lock - privacy lock on bathroom door *Second Bathroom (applicable to residential units except Unit 1 Level 1)* • Vanity, sink, counter top and faucet - laminate counter white or beige in colour with white ceramic sink, laminate vanity white or beige in colour, with single lever chrome faucet • Toilet - white single piece unlined • Lock - privacy lock on bathroom door
LIVING AREAS & BEDROOMS	• Ceiling outlet - capped in dining area • Switches and electrical outlets - white Decora-style electrical throughout, switch controlled split wall receptacles throughout • Telephone outlets - in living room and kitchen • TV outlets - co-axial cable outlets in living room and master bedrooms
LAUNDRY AREA	• Heavy duty wiring and receptacle for dryer • Dryer exhausted to exterior with auxiliary switched exhaust fan where required
COMFORT SYSTEMS	• 2 individually controlled fan coil units • Kitchen and bathroom(s) vented to the exterior (does not include exhaust fans)
SUITE SAFETY & SECURITY	• Suite intrusion alarm on interior entry door • Smoke detector - (as required by law, minimum one per suite) • Carbon monoxide detector (as required by law)

TECHNICAL FEATURES	• Individual electrical service panel with circuit breakers • Copper wiring throughout

In accordance with paragraph 2 of this by-law:

(1) Any of the aforementioned materials may be replaced with a material that is of similar or better quality and finish, should the original materials not be available for any reason. Should a dispute arise with respect to same, the final determination shall be that of the board of directors.

(2) All materials set out above are standard builder's grade, unless specifically stated otherwise. Should a dispute/disagreement arise over the manufacturer, quality, colour, texture, dimension, and/or finish of any item set out above, the final and unfettered determination of same shall be reserved to the board of directors.

(3) The Residential Unit Class - Standard Unit shall not include any flooring material (unless otherwise specifically provided for above) and/or any light fixtures of any sort (unless otherwise specifically provided for above).

SCHEDULE "A"

YORK REGION CONDOMINIUM CORPORATION NO. 585

BY-LAW NUMBER 12

WHEREAS the board of directors may, by resolution, make, amend or repeal by-laws, not contrary to the *Condominium Act, 1998 ("Act")* or to the declaration, in accordance with section 56 of the *Act*;

THEREFORE BE IT ENACTED as a by-law of York Region Condominium Corporation No. 585 (the "**Corporation**") as follows:

1. Paragraph 6.03 under Article VI of the Corporation's By-Law No. 8, registered as Instrument No. YR567338, is hereby amended by deleting paragraph 6.03 in its entirety and replacing it with the following:

6.03 **Qualifications**:

a) Each director shall be eighteen (18) or more years of age and must be a registered owner of a unit in the Corporation, or if the unit is owned by a corporation, then he/she must be an officer appointed by that corporation as evidenced by a certified copy of a director's resolution. Furthermore, each unit may only have one (1) representative serving as a director on the board, at any one time.

b) No person shall be a director if that person:

i) is under eighteen years of age;

ii) is an undischarged bankrupt;

iii) is a mentally incompetent person;

iv) has a certificate of lien registered under subsection 85(2) of the Act against a unit owned by the person;

v) is not an officer of a corporation that owns a unit within the Corporation;

vi) is not a registered owner of a unit within the Corporation;

vii) if that person already has a representative from the same unit serving as a director on the board; or,

viii) is directly or indirectly, or whose parent, spouse, child or sibling is a party in any legal proceeding which involves the Corporation and is adverse to the Corporation's interests, which proceeding shall include, but not be limited to, a court action or application, mediation, arbitration, human rights complaint, labour relations complaint, privacy complaint or any other judicial or quasi-judicial process.

c) A director shall be deemed to have resigned from the board of directors if the director:

i) is absent from three (3) or more consecutive, duly convened, board meetings, such board meetings to be at least twenty-one (21) days apart, unless the remaining board members, provided a quorum is still present, pass a resolution to excuse such absence;

ii) resigns orally at a meeting of directors, or resigns in writing, in which case such resignation shall be irrevocable unless the remaining board members, provided a quorum is still present, vote in favour of accepting the revocation of such director's resignation;

iii) has a certificate of lien registered under subsection 85(2) of the Act against a unit owned by the person and the person does not obtain a discharge of the lien under subsection 85(7) of the Act within 90 days of the registration of the lien;

iv) ceases to be an officer of a corporation that owns a unit within the Corporation;

v) ceases to be a registered owner of a unit within the Corporation; or,

vi) does not execute a "Directors' Code of Ethics" form, in a form similar to that attached hereto as Schedule "A", as may be amended from time to time by a board resolution.

d) A director shall recuse himself from any discussion of a matter if the director directly or indirectly, or whose parent, spouse, child or sibling becomes a party in any legal proceeding which involves the Corporation and is adverse to the Corporation's interests, which proceeding shall include, but not be limited to, a court action or application, mediation, arbitration, human rights complaint, labour relations complaint, privacy complaint or any other judicial or quasi-judicial process.

For the purposes of this section, the following terms are ascribed the following meaning:

(1) "unit" shall only include the dwelling and commercial units and shall not include parking or locker units in the Corporation.

(2) "registered owner" shall mean the owner as registered on title in the Land Titles Office for the subject unit. If a dispute arises over whether or not a candidate is a registered owner of a unit within the Corporation then the onus shall be on the candidate in question to provide the Corporation with sufficient evidence that he or she is duly qualified to be a director in this regard.

The foregoing by-law is hereby enacted as By-law No. 12 of York Region Condominium Corporation No. 585, said by-law having been passed by the board of directors on the 9th day of October, 2007, and duly approved by the owners of a majority of the units of the Corporation voting in favour of confirming it, as amended, on the 25th day of February, 2008, pursuant to the provisions of the *Condominium Act, 1998*, S.O.

DATED this 13 day of March, 2008.

YORK REGION CONDOMINIUM CORPORATION NO. 585

By: _____
Name: Annette Lipton
Title: President

By: _____
Name: Carl Goldstein
Title: Secretary

We have the authority to bind the corporation.

SCHEDULE "A"

Directors Code Of Ethics

Canadian Condominium Institute
Institut canadien des condominiums

DIRECTORS' CODE OF ETHICS

RE: CONDOMINIUM CORPORATION NO. _____

I have consented to act as a Director of the Corporation and I agree to comply with the following Directors' Code of Ethics throughout my terms as a Director

Honesty and Good Faith – I will act honestly and in good faith. I will do nothing to violate the trust of the unit owners I serve.

Care, Diligence and Skill – I will exercise the degree of care, diligence and skill of a reasonably prudent person in comparable circumstances. I will make a concerted effort to attend all Board and owners' meetings. I will act responsibly and with due diligence to become familiar with the affairs of the Corporation and to uphold its Declaration, Description Plans, By-Laws, Rules, Resolutions, Policies, Agreements and Requirements of the Condominium Act and other legislation.

Conflict of Interest – I am not currently aware of any actual or potential conflict of interest with respect to any contract, transaction, building deficiency claim, warranty claim, legal action, proceedings or any matter detrimental to the Corporation. If I become aware of any conflict, I will immediately disclose it to the Board. I will not promote my own interest or those of any owner, resident, family member, friend or contractor to the detriment of the Corporation. I will not seek any special benefits or privileges as a Director or Officer or accept any compensation either personally or on behalf of any other person except as permitted by a By-Law. I will act only in the best interests of the Condominium Corporation as a whole and I will not favor the interests of any individual or group of owners or residents.

Confidentiality – I will not disclose to any person (including my spouse) information decided by the Board to be confidential or privileged or which reasonably ought to be deemed confidential. When in doubt, I will request determination by a resolution of the Board.

Good Conduct – At all times, I will conduct myself in a professional and businesslike manner at meetings of Directors or Owners. I will approach all Board issues with an open mind, preparing to make the best decisions on behalf of the Corporation. I will act ethically with integrity and in accordance with legal criteria. I will comply with rules of good conduct and will deal with others in a respectful manner. I will comply with principles of good governance and procedural rules of order.

Support – I will abide by decisions of the majority of the Directors even though I may disagree, but I reserve the right to express my own views to owners upon non-confidential issues.

Defamation – I will not make erroneous or defamatory statements about the Corporation or any owner, resident, director, officer, manager, staff or contractor of the Corporation

Minimize Conflict – I will attempt to prevent or minimize conflict and disruption and will promote good relations amongst persons involved in our Condominium Community. I will promote a first class image for our Corporation, its units, owners and residents.

Education – recognizing that governance of a Condominium Corporation involves complex and changing requirements, I will continue to educate myself by reading relevant magazines (such as CCI's News & Views, CAI Magazine or Condominium Business Magazine). I will support attendance by me or more liberal members at any condominium seminars presented by the Canadian Condominium Institute (CCI), including CCI's Basic Directors' Course and CCI advanced Directors' Courses at the cost of the Corporation.

Agreement – I hereby agree to comply with the provisions set out in this Directors' Code of Ethics

Dated at _____ this _____ day of _____, 200__

WITNESS:

_____ _____
Director

_____
PRINT NAME OF DIRECTOR SIGN OF

[You are free to use this Code of Ethics in its current format. If you alter this document in any form, you must note it is modified from the CCI original documents.]
If your Condominium uses this code, please let CCI know – email: co.taylorenterprises.com

Canadian Condominium Institute / Institut canadien des condominiums
2175 Sheppard Ave E, Ste. 210, Toronto, ON M2J 1W8 - Website: www.cci.ca Tel.: (416) 491-6216 - Fax: (416) 491-1670 - E-mail: cci.national@taylorenterprises.com

DECLARATION

MADE PURSUANT TO THE CONDOMINIUM ACT

THIS DECLARATION (hereinafter called the "Declaration") is made and executed pursuant to the provisions of The Condominium Act, R.S.O. 1980, Chapter 84, and amendments thereto, and the regulations made thereunder (all of which are hereinafter referred to as the "Act"), by:

PROMENADE TOWERS ONE LIMITED

(hereinafter called the "Declarant")

WHEREAS the Declarant is the owner in fee simple of lands and premises situate in the Town 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;

AND WHEREAS the Declarant has constructed a building upon the said lands containing one hundred and ninety-eight (198) dwelling units, seventy one (71) parking units, one hundred and ten (110) locker units and one (1) commercial unit;

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

NOW THEREFORE THE DECLARANT DECLARES AS FOLLOWS:

ARTICLE ONE

INTRODUCTORY

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

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

1.03 Consent of Mortgagees: The consent of every person having a registered mortgage against the land or interest appurtenant to the land described in Schedule "A" is contained in Schedule "B" attached hereto.

1.04 Boundaries of Units and Monuments: The monuments controlling the extent of the units are the physical surfaces mentioned in the boundaries of units in Schedule "C" attached hereto.

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

1.06 Address for Service and Mailing Address of the Corporation: The Corporation's address for service shall be 3650 Victoria Park Avenue, 5th Floor, Willowdale, Ontario, M2H 3P7, or such other address as the Corporation may by resolution of the Board determine, and the mailing address of the Corporation shall be 3650 Victoria Park Avenue, 5th Floor, Willowdale, Ontario, M2H 3P7.

ARTICLE TWO

COMMON EXPENSES

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

ARTICLE THREE

UNITS

3.01 Occupation and Use: The occupation and use of the units shall be in accordance with the following restrictions and stipulations:

(a) Each dwelling unit, being Units 1 to 3, inclusive, Level 1 and Units 1 to 13, inclusive, Level 2 to 16, inclusive, shall be occupied and used only as a private single family residence and for no other purpose.

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

(c) The owner of each unit shall require all residents and visitors in his unit to comply with the Act, the Declaration, the By-Laws and the Rules.

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

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

(f) Each of the parking units, being Units 1 to 37 inclusive, Level A, and Units 1 to 34, inclusive, Level B, shall be used only for parking of private motor vehicles in accordance with the terms of the Declaration and By-Laws of the Condominium Corporation.

(g) Each of the locker units, being Units 38 to 87, inclusive, Level A, and Units 35 to 94, inclusive, Level B, shall be used only for storage purposes in accordance with the terms of the Declaration and By-Laws of the Condominium Corporation.

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

(i) Notwithstanding subparagraph (a), the Declarant shall be entitled to use any unit and common elements for the purpose of maintaining a sales office, advertising signs and suites as models for display, for purposes incidental to the completion and sale of the balance of units until such time as all units have been sold by the Declarant.

(j) It is intended that ownership of the commercial unit, being Unit 4, Level 1, shall ultimately be shared amongst the Condominium Corporation of this Condominium and the two other Condominium Corporations intended to be registered on adjacent lands.

3.02 Rights of Entry to the Unit:

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

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

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

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

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

ARTICLE FOUR

COMMON ELEMENTS

4.01 Use of Common Elements: Subject to the provisions of the Act, the Declaration, the By-Laws and the Rules, each owner

has the full use, occupancy and enjoyment of the whole or any part of the common elements, except as herein otherwise provided.

4.02 Exclusive Use of Parts of Common Elements: Subject to compliance with the Act, the Declaration, By-Laws and the Rules passed pursuant to the Act, the owner of each unit shall have the exclusive use of those parts of the common elements as set out in Schedule "F" attached hereto.

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

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

4.04 Additions, Alterations and Improvements:

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

(b) No alteration, work, repairs, decoration, painting, maintenance, structure, fence, screen, hedge or erection of any kind whatsoever (the work) shall be performed, done, erected or planted within or in relation to the common elements (including any part thereof over which any owner has the exclusive use) except by the Corporation or with its prior written consent or as permitted by the By-Laws or Rules.

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

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

4.06 Visitors Parking: No owner of a unit nor his tenant nor members of the household of a unit owner shall park upon any portions of the common elements designated in the description as visitors parking. Provided that the Declarant, its sales personnel, invitees and prospective purchasers may park motor vehicles upon the visitors' parking areas until such time as all units have been sold and conveyed by the Declarant.

ARTICLE FIVE

MAINTENANCE AND REPAIRS

5.01 Each owner shall maintain his unit and, subject to the provisions of the Declaration and Section 42 of the Act, each

owner shall repair his unit after damage, all at his own expense. Each owner shall be responsible for damage to any other unit or to the common elements which is caused by the failure of the owner to so maintain and repair his unit.

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

ARTICLE SIX

FIRST MEETING

6.01 As soon as practicable after the registration of this Declaration, the owners may, without notice, hold their first meeting for the purposes of electing directors. The Board so elected may, without notice, hold its first meeting, provided a quorum of directors is present. Any special by-law and any by-law passed by the Board, from time to time, may be confirmed by the owners without a meeting, provided the consent to and confirmation of the special by-law or by-law by owners who own one hundred percent (100%) of the units is endorsed thereon.

ARTICLE SEVEN

INSURANCE TRUSTEE AND PROCEEDS OF INSURANCE

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

(a) the receipt by the Insurance Trustee of any proceeds of insurance payable by the Corporation;

(b) the holding of such proceeds in trust for those entitled thereto pursuant to the provisions of the Declaration;

(c) the disbursement of such proceeds in accordance with the provisions of the Insurance Trust Agreement; and

(d) the notification by the Insurance Trustee to the mortgagees of any insurance moneys received by it.

In the event that the Corporation is unable to enter into such agreement with such Trust Company or such Chartered Bank, by reason of its refusal to act, the Corporation may enter into such agreement with such other corporation authorized to act as a Trustee, as the owners may approve by by-law at a meeting called for that purpose. The Corporation shall pay the fees and disbursements of any Insurance Trustee and any fees and disbursements shall constitute a common expense.

7.02 In the event that:

(a) The Corporation is obligated to repair any unit insured in accordance with the provisions of the Act, the Insurance Trustee shall hold all proceeds for the Corporation and shall disburse same in accordance with the

provisions of the Insurance Trust Agreement in order to satisfy the obligation of the Corporation to make such repairs.

(b) There is no obligation by the Corporation to repair any unit in accordance with the provisions of the Act, and there is termination in accordance with the provisions of the Act, or otherwise, the Insurance Trustee shall hold all proceeds for the owners in the proportion of their respective interests in the common elements and shall pay such proceeds to the owners in such proportions upon registration of a notice of termination by the Corporation. Notwithstanding the foregoing, any proceeds payable as aforesaid shall be subject to payment in favour of any mortgagee or mortgagees to whom such loss is payable in any policy of insurance and in satisfaction of the amount due under a Notice of Lien registered by the Corporation against such unit, in accordance with the priorities thereof.

(c) The Board, in accordance with the provisions of the Act, determines that:

(i) there has not been substantial damage to twenty-five percent (25%) of the building, or

(ii) determines that there has been substantial damage to twenty-five percent (25%) of the building and within sixty (60) days thereafter the owners who own eighty percent (80%) of the units do not vote for termination, the Insurance Trustee shall hold all proceeds for the Corporation and owners whose units have been damaged and shall disburse such proceeds for the benefit of the Corporation and the owners whose units have been damaged, as their respective interests may appear, in accordance with the provisions of the Insurance Trust Agreement in order to satisfy their respective obligations to make repairs pursuant to the provisions of the Act.

Notwithstanding anything to the contrary herein contained, any proceeds payable by the Insurance Trustee to an owner, in accordance with the provisions of paragraph (b) of this subclause 7.02 of Article Seven hereof, shall be subject to payment in favour of any mortgagee or mortgagees to whom such loss be payable in such policy or policies of insurance and in satisfaction of the amount due under any liens registered by the Corporation against such unit.

ARTICLE EIGHT

INSURANCE

8.01 By the Corporation:

(a) The Corporation shall obtain and maintain insurance against damage by fire with extended coverage and such other perils as the Board may from time to time deem advisable, insuring:

(i) the property, but excluding improvements and betterments made by or acquired by an owner;

(ii) personal property owned by the Corporation, but not including furnishings, furniture, or other personal property supplied or installed by the owners,

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

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

(i) waivers of subrogation against the Corporation, its manager, agents, employees and servants and as against the owners, and any member of the household or guests of any owner or occupant of a unit, except for arson, fraud, vehicle impact, vandalism, or malicious mischief;

(ii) that such policy or policies of insurance shall not be terminated or substantially modified without at least sixty (60) days' prior written notice to the Corporation and to the Insurance Trustee, and any mortgagees noted in the records of owners and mortgagees maintained by the Corporation;

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

(c) Public liability and property damage insurance, and insurance against the Corporation's liability resulting from breach of duty as occupier of the common elements insuring the liability of the Corporation and the owners from time to time, with limits to be determined by the Board, but not less than One Million Dollars ($1,000,000.0), and without right of subrogation as against the Corporation, its manager, agents, employees and servants, and as against the owners and any member of the household or guests of any owner or occupant of a unit per occurrence.

(d) Insurance against the Corporation's liability arising from the ownership, use of occupation by or on its behalf, of boilers, machinery, pressure vessels, and motor vehicles to the extent required as the Board may from time to time deem advisable.

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

8.02 General Provisions:

(a) Prior to obtaining any policy of insurance under paragraph 8.01(a) and (b) of this Article Eight, or any renewal or renewals thereof, or at such other time as the Board may deem advisable, and also upon the request

of the mortgagee or mortgagees holding mortgages on fifty percent (50%) or more of the units, the Board shall obtain an appraisal from an independent qualified appraiser of the full replacement cost of the property for the purpose of determining the amount of insurance to be effected and the cost of such appraisal shall be a common expense.

(b) The Board shall have the exclusive right, on behalf of itself and as agents for the owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation, and to give such releases as are required, and any claimant, including the owner of a damaged unit, shall be bound by such adjustment. The Board may, however, authorize an owner in writing to adjust any loss to his unit.

(c) A certificate or memorandum of all insurance policies and endorsements thereto shall be issued as soon as possible to each owner, and a duplicate original or certified copy of the policy to each mortgagee; renewal certificates or certificates of new insurance policies shall be furnished to each owner and renewal certificates or certified copies of new insurance policies to each mortgagee not later than ten (10) days before the expiry of any current insurance policy. The policy for any insurance coverage shall be kept by the Corporation in its offices, available for inspection by an owner or mortgagee on reasonable notice to the Corporation. A certificate or memorandum of all insurance policies and endorsements thereto and renewal certificates thereof shall be furnished only to each owner and mortgagee who has notified the Corporation that he has become an owner or mortgagee.

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

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

(a) Insurance on any additions, improvements or betterments made by the owner to his unit and for furnishings, fixtures, equipment, decorating and personal property and chattels of the owner contained within his unit, and his personal property and chattels stored elsewhere on the property, including his automobile or automobiles, and for loss of use and occupancy of his unit in the event of damage. Every such policy of insurance shall contain waiver of subrogation against the Corporation, its manager, agents, employees and servants, and against the other owners and any members of their household, or guests, except for arson, fraud, vehicle impact, vandalism or malicious mischief.

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

ARTICLE NINE

MISCELLANEOUS

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

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

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

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

DATED at the City of Toronto, in the Municipality of Metropolitan Toronto, this 27th day of May , 1987.

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

PROMENADE TOWERS ONE LIMITED

Per: _____
Authorized Signing Officer
ALAN R. MCNIKES

Per: _____
Authorized Signing Officer
JACK ROSE

SCHEDULE 'A'

In the Town of Vaughan, in the Regional Municipality of York and Province of Ontario, being comprised of part of Block 9 according to a plan registered in the Land Registry Office for the Land Titles Division of York Region (No. 65) at Newmarket, as Plan 65M-2325, designated PARTS 1, 2 and 3 upon a plan of survey of record, deposited in the said Land Registry Office as Plan 65R-9143;

TOGETHER WITH a right and easement for the purposes of ingress and egress upon, over, along and across Blocks 11, 12, 13 and 14 upon said Plan 65M-2325, until such times as the said Blocks are dedicated as a public highway as set out in Instrument LT 233364;

TOGETHER WITH an easement in perpetuity over part of Block 6 upon said Plan 65M-2325 designated PART 2 upon a plan of survey of record deposited in the said Land Registry Office as Plan 65R-8239, and part of Block 8 upon said Plan 65M-2325 designated PART 4 upon said Plan 65R-8239 for the purposes and with the provisions as set out in Instrument LT 237283;

TOGETHER WITH an easement in, over, along and upon that part of Block 4 upon said Plan 65M-2325 designated as PARTS 12 and 21 upon said Plan 65R-8239 as set out in Instrument LT 280252;

TOGETHER WITH an easement in, over, along and upon that part of Block 9 upon said Plan 65M-2325 designated PARTS 7, 13, 17, 18, 19, 21, 22 and 23 upon a plan of survey of record deposited in the said Land Registry Office as Plan 65R-9806, for the purposes as set out in Instrument LT 347066;

TOGETHER WITH an easement in perpetuity over, along and across Block 10 upon said Plan 65M-2325, from the roadway constructed, or to be constructed, within that part of the herein before described lands designated PART 1 upon a plan of survey of record deposited in the said Land Registry Office as Plan 65R-9956 as set out in Instrument LT-379503;

SUBJECT TO an easement in perpetuity in favour of Blocks 1, 2, 3, 4 and 10 upon said Plan 65M-2325 over that part of Block 9 upon said Plan 65M-2325 designated PART 1 upon said Plan 65R-9143 for the purposes as set out in Instrument LT 281623;

SUBJECT TO an easement in favour of Vaughan Hydro-Electric Commission to enter upon, under, along and across that part of Block 9 upon said Plan 65M-2325 designated PART 3 upon said Plan 65R-9143, for the purposes as set out in Instrument LT 282246;

SUBJECT TO an easement in favour of the Vaughan Hydro-Electric Commission to enter upon, under, along and across that part of Block 9 upon said Plan 65M-2325 designated PARTS 4 and 5 upon a plan of survey of record deposited in the said Land Registry Office as Plan 65R-9956 for the purposes as set out in Instrument LT 347067;

SUBJECT TO an easement in, over, along and upon that part of Block 9 upon said Plan 65M-2325 designated PARTS 4 and 5 upon said Plan 65R-9956 for the benefit of that part of said Block 9, designated PARTS 11, 12, 13, 14, 15, 16, 20 and 21 upon said Plan 65R-9806 as set out in Instrument LT 347068;

SUBJECT TO an easement in, over, along and upon that part of Block 9 upon said Plan 65M-2325 designated PART 3 upon said Plan 65R-9956 for the benefit of that part of the said Block 9, designated PARTS 11, 12, 13, 14, 15, 16, 20 and 21 upon said Plan 65R-9806 as set out in Instrument LT 347069;

SUBJECT TO an easement in, over, along and upon that part of Block 9 upon said Plan 65M-2325 designated PART 3 upon said Plan 65R-9956 for the benefit of that part of the said Block 9, designated PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 17, 18, 19, 22 and 23 upon said Plan 65R-9806, as set out in Instrument LT 347070.

Being the whole of Parcel 9-1 Section 65M-2325.

SCHEDULE "B"

THE CONDOMINIUM ACT, 1980

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

Canadian Imperial Bank of Commerce, having a registered mortgage within the meaning of clause b of section 3 of The Condominium Act, 1980, registered as Number LT292316 in the Land Registry Office for the Land Titles Division of York Region (No. 65) at Newmarket, hereby consents to the registration of this Declaration pursuant to The Condominium Act, 1980, against the land or interests appurtenant to the land described in the description.

DATED at Toronto this 13th day of ~~April~~ MAY, 1987.

CANADIAN IMPERIAL BANK OF COMMERCE

Per: _____
ASS'T SECRETARY

Per: _____

Registered for Execution By C.I.B. of C. HEAD OFFICE

SCHEDULE 'C'

Each residential unit, parking unit and storage unit shall comprise the area within the heavy lines shown on Part 1, Sheet 1 and Part 2, Sheets 1, 2 and 3 of the Description with respect to the unit numbers indicated thereon. The monuments controlling the extent of the units are the physical surfaces and planes referred to below, and are illustrated on Part 1, Sheet 1 and Part 2, Sheets 1, 2 and 3 of the Description, and all dimensions shall have reference to them.

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

1. BOUNDARIES OF RESIDENTIAL UNITS (being Units 1 to 3 inclusive on Level 1 and Units 1 to 13 inclusive on Levels 2 to 16 inclusive.

   Horizontally:

   (a) The upper surface of the unfinished concrete floor slab on which the unit rests.
   (b) The lower surface of the concrete ceiling slab.
   (c) The upper surface of the suspended drywall ceiling for Units 1 to 3 inclusive on Level 1 and Units 1 to 13 inclusive on Level 16.

   Vertically:

   (a) The backside surface of the drywall sheathing separating one unit from another such unit, or from the common element.
   (b) The interior or unit side surface of all exterior doors, door frames, windows and window frames, the said doors and windows being in a closed position.
   (c) In the vicinity of ducts, pipe spaces and concrete columns, the unit boundaries are the backside surfaces of the drywall sheathing enclosing said ducts, pipe spaces and concrete columns.

2. BOUNDARIES OF PARKING UNITS (being Units 1 to 37 inclusive on Level A and Units 1 to 34 inclusive on Level B).

   Horizontally:

   (a) The upper surface of the concrete garage floor slab on which such unit rests.
   (b) The plane 1.90 metres above the upper surface of the concrete garage floor slab measured perpendicularly thereto.

   Vertically:

   (a) The interior or unit side surface of the concrete or block masonry wall.
   (b) The plane defining the line of face of the concrete columns and production thereof.
   (c) The plane defined by the centre line of the said columns and productions thereof.
   (d) The planes established and determined by measurements from the above mentioned monuments.

3. BOUNDARIES OF THE LOCKER UNITS (being Units 38 to 87 inclusive on Level A and Units 35 to 94 inclusive on Level B).

   Horizontally:

   (a) The upper surface of the concrete floor slab on which the unit rests.
   (b) The upper surface of the wire mesh situate over the unit.

Vertically:

(a) The unit side surface of the concrete or block masonry walls on unfinished walls.
(b) The unit side surface of the wire mesh.
(c) The interior or unit side surface of the wire mesh doors.

4. BOUNDARIES OF COMMERCIAL UNIT (being Unit 4 on Level 1).

Horizontally:

(a) A horizontal plane of elevation 196.70, the said plane being located above those portions of the underground garage roof slab.

Vertically

(a) The vertical planes and projections thereof between survey monuments planted to define such boundaries.

Notwithstanding the above, no residential unit, parking unit, or locker unit shall include:

(a) Any exterior window and window frame, door and door frame leading out of the unit.
(b) Any concrete floor slab, load bearing columns, structural member or load bearing partitions contained within the unit.
(c) Any pipe, wire, cable, conduit, duct, shaft or public utility line used for power, cable television, water, heating, air conditioning, security systems or drainage which is located within the unit and provides such service or utility to another unit or units, but the unit shall include all fixtures, outlets, or other facilities with respect to any such service or utility which is located within the boundaries of the unit and which serves the unit only.
(d) Any enclosure or space reserved for the use of items set out in paragraph (c) hereof, and shown on the structural plans which are Part 4 of the Description.

R Avis

May 21, 1987 R. Avis, Ontario Land Surveyor

SCHEDULE "D"

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

UNIT NO.	LEVEL NO.	PERCENTAGE
1	A	.000001
2	A	.000001
3	A	.000001
4	A	.000001
5	A	.000001
6	A	.000001
7	A	.000001
8	A	.000001
9	A	.000001
10	A	.000001
11	A	.000001
12	A	.000001
13	A	.000001
14	A	.000001
15	A	.000001
16	A	.000001
17	A	.000001
18	A	.000001
19	A	.000001
20	A	.000001
21	A	.000001
22	A	.000001
23	A	.000001
24	A	.000001
25	A	.000001
26	A	.000001
27	A	.000001
28	A	.000001
29	A	.000001
30	A	.000001
31	A	.000001
32	A	.000001
33	A	.000001
34	A	.000001

SCHEDULE "D" - Page 2

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

UNIT NO.	LEVEL NO.	PERCENTAGES
35	A	.000001
36	A	.000001
37	A	.000001
38	A	.000001
39	A	.000001
40	A	.000001
41	A	.000001
42	A	.000001
43	A	.000001
44	A	.000001
45	A	.000001
46	A	.000001
47	A	.000001
48	A	.000001
49	A	.000001
50	A	.000001
51	A	.000001
52	A	.000001
53	A	.000001
54	A	.000001
55	A	.000001
56	A	.000001
57	A	.000001
58	A	.000001
59	A	.000001
60	A	.000001
61	A	.000001
62	A	.000001
63	A	.000001
64	A	.000001
65	A	.000001
66	A	.000001
67	A	.000001

SCHEDULE "D" - Page 3

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

UNIT NO.	LEVEL NO.	PERCENTAGES
68	A	.000001
69	A	.000001
70	A	.000001
71	A	.000001
72	A	.000001
73	A	.000001
74	A	.000001
75	A	.000001
76	A	.000001
77	A	.000001
78	A	.000001
79	A	.000001
80	A	.000001
81	A	.000001
82	A	.000001
83	A	.000001
84	A	.000001
85	A	.000001
86	A	.000001
87	A	.000001
1	B	.000001
2	B	.000001
3	B	.000001
4	B	.000001
5	B	.000001
6	B	.000001
7	B	.000001
8	B	.000001
9	B	.000001
10	B	.000001
11	B	.000001
12	B	.000001

SCHEDULE "D" - Page 4

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

UNIT NO.	LEVEL NO.	PERCENTAGES
13	B	.000001
14	B	.000001
15	B	.000001
16	B	.000001
17	B	.000001
18	B	.000001
19	B	.000001
20	B	.000001
21	B	.000001
22	B	.000001
23	B	.000001
24	B	.000001
25	B	.000001
26	B	.000001
27	B	.000001
28	B	.000001
29	B	.000001
30	B	.000001
31	B	.000001
32	B	.000001
33	B	.000001
34	B	.000001
35	B	.000001
36	B	.000001
37	B	.000001
38	B	.000001
39	B	.000001
40	B	.000001
41	B	.000001
42	B	.000001
43	B	.000001
44	B	.000001
45	B	.000001

SCHEDULE "D" - Page 5

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

UNIT NO.	LEVEL NO.	PERCENTAGES
46	B	.000001
47	B	.000001
48	B	.000001
49	B	.000001
50	B	.000001
51	B	.000001
52	B	.000001
53	B	.000001
54	B	.000001
55	B	.000001
56	B	.000001
57	B	.000001
58	B	.000001
59	B	.000001
60	B	.000001
61	B	.000001
62	B	.000001
63	B	.000001
64	B	.000001
65	B	.000001
66	B	.000001
67	B	.000001
68	B	.000001
69	B	.000001
70	B	.000001
71	B	.000001
72	B	.000001
73	B	.000001
74	B	.000001
75	B	.000001
76	B	.000001
77	B	.000001
78	B	.000001

SCHEDULE "D" - Page 6

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

UNIT NO.	LEVEL NO.	PERCENTAGES
79	B	.000001
80	B	.000001
81	B	.000001
82	B	.000001
83	B	.000001
84	B	.000001
85	B	.000001
86	B	.000001
87	B	.000001
88	B	.000001
89	B	.000001
90	B	.000001
91	B	.000001
92	B	.000001
93	B	.000001
94	B	.000001
1	1	.516619
2	1	.563077
3	1	.501994
4	1	.000001
1	2	.517910
2	2	.505005
3	2	.516619
4	2	.563077
5	2	.501994
6	2	.415532
7	2	.517910
8	2	.511459
9	2	.505006
10	2	.563078
11	2	.516620
12	2	.511459
13	2	.415533

SCHEDULE "D" - Page 7

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

UNIT NO.	LEVEL NO.	PERCENTAGES
1	3	.517911
2	3	.505006
3	3	.516620
4	3	.563078
5	3	.501995
6	3	.415533
7	3	.517911
8	3	.511459
9	3	.505006
10	3	.563078
11	3	.516620
12	3	.511459
13	3	.415533
1	4	.517911
2	4	.505006
3	4	.516620
4	4	.563078
5	4	.501995
6	4	.415533
7	4	.517911
8	4	.511459
9	4	.505006
10	4	.563078
11	4	.516620
12	4	.511459
13	4	.415533

SCHEDULE "D" - Page 8

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

UNIT NO.	LEVEL NO.	PERCENTAGES
1	5	.517911
2	5	.505006
3	5	.516620
4	5	.563078
5	5	.501995
6	5	.415533
7	5	.517911
8	5	.511459
9	5	.505006
10	5	.563078
11	5	.516620
12	5	.511459
13	5	.415533
1	6	.517911
2	6	.505006
3	6	.516620
4	6	.563078
5	6	.501995
6	6	.415533
7	6	.517911
8	6	.511459
9	6	.505006
10	6	.563078
11	6	.516620
12	6	.511459
13	6	.415533

SCHEDULE "D" - Page 9

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

UNIT NO.	LEVEL NO.	PERCENTAGES
1	7	.517911
2	7	.505006
3	7	.516620
4	7	.563078
5	7	.501995
6	7	.415533
7	7	.517911
8	7	.511459
9	7	.505006
10	7	.563078
11	7	.516620
12	7	.511459
13	7	.415533
1	8	.517911
2	8	.505006
3	8	.516620
4	8	.563078
5	8	.501995
6	8	.415533
7	8	.517911
8	8	.511459
9	8	.505006
10	8	.563078
11	8	.516620
12	8	.511459
13	8	.415533

SCHEDULE "D" - Page 10

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

UNIT NO.	LEVEL NO.	PERCENTAGES
1	9	.517911
2	9	.505006
3	9	.516620
4	9	.563078
5	9	.501995
6	9	.415533
7	9	.517911
8	9	.511459
9	9	.505006
10	9	.563078
11	9	.516620
12	9	.511459
13	9	.415533
1	10	.517911
2	10	.505006
3	10	.516620
4	10	.563078
5	10	.501995
6	10	.415533
7	10	.517911
8	10	.511459
9	10	.505006
10	10	.563078
11	10	.516620
12	10	.511459
13	10	.415533

SCHEDULE "D" - Page 11

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

UNIT NO.	LEVEL NO.	PERCENTAGES
1	11	.517911
2	11	.505006
3	11	.516620
4	11	.563078
5	11	.501995
6	11	.415533
7	11	.517911
8	11	.511459
9	11	.505006
10	11	.563078
11	11	.516620
12	11	.511459
13	11	.415533
1	12	.517911
2	12	.505006
3	12	.516620
4	12	.563078
5	12	.501995
6	12	.415533
7	12	.517911
8	12	.511459
9	12	.505006
10	12	.563078
11	12	.516620
12	12	.511459
13	12	.415533

SCHEDULE "D" - Page 12

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

UNIT NO.	LEVEL NO.	PERCENTAGES
1	13	.517911
2	13	.505006
3	13	.516620
4	13	.563078
5	13	.501995
6	13	.415533
7	13	.517911
8	13	.511459
9	13	.505006
10	13	.563078
11	13	.516620
12	13	.511459
13	13	.415533
1	14	.517911
2	14	.505006
3	14	.516620
4	14	.563078
5	14	.501995
6	14	.415533
7	14	.517911
8	14	.511459
9	14	.505006
10	14	.563078
11	14	.516620
12	14	.511459
13	14	.415533

SCHEDULE "D" - Page 13

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

UNIT NO.	LEVEL NO.	PERCENTAGES
1	15	.517911
2	15	.505006
3	15	.516620
4	15	.563078
5	15	.501995
6	15	.415533
7	15	.517911
8	15	.511459
9	15	.505006
10	15	.563078
11	15	.516620
12	15	.511459
13	15	.415533
1	16	.517911
2	16	.505006
3	16	.516620
4	16	.563078
5	16	.501995
6	16	.415533
7	16	.517911
8	16	.511459
9	16	.505006
10	16	.563078
11	16	.516620
12	16	.511459
13	16	.415533

SCHEDULE "E"

COMMON EXPENSES

Common expenses shall including the following:

(a) all expenses of the Corporation incurred by it or the Board in the performance of the objects and duties of the Corporation, whether such objects or duties are imposed under the provisions of the Act or of this Declaration or performed pursuant to any by-law of the Corporation;

(b) all sums of money levied or charged to the Corporation on account of any and all public and private suppliers of insurance coverage, taxes, utilities and services including, without limiting the generality of the foregoing, levies or charges for:

(i) garbage collection,

(ii) insurance premiums,

(iii) water and sewage, unless separately metered for each unit,

(iv) electricity, unless separately metered for each unit,

(v) waste disposal,

(vi) fuel, including gas, oil, electricity and coal, unless separately metered for each unit,

(vii) maintenance materials, tools and supplies,

(viii) snow removal and landscaping,

(ix) realty taxes (including local improvement charges) levied against the entire property until such time as taxes are levied against each unit;

(c) remuneration payable by the Corporation to any employees deemed necessary for the proper operation and maintenance of the property;

(d) the cost of maintaining fidelity bonds as provided in the By-Laws;

(e) all sums of money paid or payable by the Corporation to or for the benefit of any and all persons, firms or corporations engaged or retained by the Corporation, the Board, its duly authorized agents, servants and employees for the purpose of performing any or all of the duties of the Corporation, including without limitation, legal, engineering, accounting, expert appraisal, advisory, maintenance, managerial and secretarial services;

(f) the cost of furnishings and equipment for use in and about the common elements, including the repair, maintenance, operation or replacement thereof;

(g) all sums of money paid or payable by the Corporation pursuant to the provisions of Subsections (4) and (5) of Section 38 of the Act, as amended;

(h) the cost of borrowing money for the purpose of carrying out the objects and duties of the Corporation;

(i) the cost of insurance appraisals;

(j) the fees of the Insurance Trustee.

SCHEDULE "F"

1. Each owner of Residential Units 1 and 2 on Level 1 and Units 3, 4, 6, 10, 11 and 13 on Levels 2 to 16 inclusive, shall have the exclusive use, subject to the provisions of the Act, the Declaration, the By-laws and Rules and Regulations passed pursuant thereto, of a balcony to which each of the said units has sole and direct access.

2. Each owner of a residential unit shall have the exclusive use, subject to the provisions of the Act, the Declaration, the By-laws and Rules and Regulations passed pursuant thereto, of a parking space as designated on Schedule "F1", which parking space is illustrated on Part 3, Sheets 1 and 2 of the Description.

SCHEDULE "F1"

UNIT NO.	LEVEL NO.	PARKING SPACE NO.	LEVEL NO.
1	1	P 32	A
2	1	P 9	A
3	1	P 80	B
1	2	P 81	B
2	2	P 59	A
3	2	P 38	B
4	2	P 44	B
5	2	P 77	A
6	2	P 64	A
7	2	P 95	A
8	2	P 39	B
9	2	P 55	A
10	2	P 62	A
11	2	P 5	B
12	2	P 30	B
13	2	P 37	A
1	3	P 82	B
2	3	P 73	A
3	3	P 29	B
4	3	P 2	A
5	3	P 1	B
6	3	P 83	A
7	3	P 67	A

SCHEDULE "F1" - Page 2

8	3	P 38	A
9	3	P 3	A
10	3	P 10	A
11	3	P 86	A
12	3	P 54	B
13	3	P 100	B
1	4	P 26	B
2	4	P 50	A
3	4	P 61	B
4	4	P 1	A
5	4	P 46	A
6	4	P 40	A
7	4	P 63	A
8	4	P 49	A
9	4	P 29	A
10	4	P 91	A
11	4	P 39	A
12	4	P 78	B
13	4	P 90	A
1	5	P 42	B
2	5	P 44	A
3	5	P 53	A
4	5	P 92	A
5	5	P 43	B
6	5	P 58	A
7	5	P 41	A
8	5	P 22	B
9	5	P 30	A
10	5	P 68	A
11	5	P 57	A
12	5	P 8	B
13	5	P 76	A

SCHEDULE "F1" - Page 3

1	6	P 19	A
2	6	P 51	A
3	6	P 56	B
4	6	P 45	A
5	6	P 5	A
6	6	P 54	A
7	6	P 74	A
8	6	P 99	B
9	6	P 25	A
10	6	P 97	B
11	6	P 22	A
12	6	P 94	B
13	6	P 75	A
1	7	P 6	B
2	7	P 23	B
3	7	P 65	B
4	7	P 24	A
5	7	P 34	A
6	7	P 13	A
7	7	P 43	A
8	7	P 4	A
9	7	P 33	A
10	7	P 93	A
11	7	P 72	A
12	7	P 48	A
13	7	P 11	A
1	8	P 9	B
2	8	P 70	A
3	8	P 69	B
4	8	P 45	B
5	8	P 98	B
6	8	P 61	A
7	8	P 53	B

SCHEDULE "F1" - Page 4

8	8	P 79	B
9	8	P 52	A
10	8	P 94	A
11	8	P 56	A
12	8	P 64	B
13	8	P 41	B
1	9	P 75	B
2	9	P 102	B
3	9	P 57	B
4	9	P 3	B
5	9	P 47	A
6	9	P 65	A
7	9	P 96	B
8	9	P 51	B
9	9	P 7	A
10	9	P 28	A
11	9	P 62	B
12	9	P 76	B
13	9	P 87	A
1	10	P 35	B
2	10	P 6	A
3	10	P 66	B
4	10	P 69	A
5	10	P 95	B
6	10	P 78	A
7	10	P 27	B
8	10	P 55	B
9	10	P 31	A
10	10	P 23	A
11	10	P 13	B
12	10	P 71	B
13	10	P 18	A

SCHEDULE "F1" - Page 5

1	11	P 36	B
2	11	P 60	B
3	11	P 67	B
4	11	P 88	A
5	11	P 70	B
6	11	P 71	A
7	11	P 25	B
8	11	P 47	B
9	11	P 42	A
10	11	P 60	A
11	11	P 20	A
12	11	P 90	B
13	11	P 15	A
1	12	P 103	B
2	12	P 58	B
3	12	P 93	B
4	12	P 26	A
5	12	P 7	B
6	12	P 66	A
7	12	P 28	B
8	12	P 14	B
9	12	P 2	B
10	12	P 85	A
11	12	P 31	B
12	12	P 83	B
13	12	P 84	A
1	13	P 40	B
2	13	P 68	B
3	13	P 36	A
4	13	P 80	A
5	13	P 11	B
6	13	P 27	A
7	13	P 59	B
8	13	P 48	B
9	13	P 8	A

SCHEDULE "F1" - Page 6

10	13	P 24	B
11	13	P 77	B
12	13	P 15	B
13	13	P 14	A
1	14	P 52	B
2	14	P 79	A
3	14	P 37	B
4	14	P 82	A
5	14	P 10	B
6	14	P 35	A
7	14	P 81	A
8	14	P 12	A
9	14	P 89	A
10	14	P 4	B
11	14	P 12	B
12	14	P 84	B
13	14	P 101	B
1	15	P 46	B
2	15	P 91	B
3	15	P 89	B
4	15	P 85	B
5	15	P 17	A
6	15	P 34	B
7	15	P 33	B
8	15	P 49	B
9	15	P 87	B
10	15	P 88	B
11	15	P 63	B
12	15	P 50	B
13	15	P 86	B

SCHEDULE "F1" - Page 7

1	16	P 16	A
2	16	P 21	A
3	16	P 16	B
4	16	P 17	B
5	16	P 18	B
6	16	P 19	B
7	16	P 20	B
8	16	P 21	B
9	16	P 32	B
10	16	P 72	B
11	16	P 73	B
12	16	P 74	B
13	16	P 92	B

PROMENADE Towers

Notice of Rule

Leasing Rule

York Region Condominium Corporation No. 585

(the "**Corporation**")

TO ALL UNIT OWNERS

Notice

This is notice to all unit owners that the board of directors of the Corporation has passed a rule concerning leasing (the "**Leasing Rule**"), attached hereto as **Schedule "A"**, which amends the Corporation's existing Rules, at a meeting of directors held on the 26 day of September, 2018, after due consideration of various implications.

Purpose of Rule

The Leasing Rule is intended to protect owners, tenants and residents of units, as well as their families, guests, visitors, invitees, employees and agents (referred to as "Occupants") from the nuisance and negative consequences of tenancy occupation and will help make our home a pleasant, safe and congenial environment.

Statutory Criteria

Section 58(1) of the *Condominium Act, 1998* (the "**Act**") provides that the board may make, amend or repeal rules respecting the use of the common elements and units to promote the safety, security or welfare of the owners and of the property and assets of the Corporation, or to prevent unreasonable interference with the use and enjoyment of the common elements, the units or the assets of the Corporation. In accordance with s. 58(6)(d) of the Act, a copy of s. 58 of the Act is attached hereto as **Schedule "B"**. The Corporation has confirmed that the Leasing Rule reasonable and consistent with the provisions set out in the declaration and by-laws of the Corporation. The Corporation's lawyer has confirmed that the Leasing Rule is reasonable and consistent with relevant legislation and case law.

Right to Requisition a Meeting

Owners have the right to requisition a meeting of owners pursuant to s. 46 of the *Condominium Act, 1998* to discuss whether or not to approve the Leasing Rule. If the owners of at least 15% of the units, who are entitled to vote, deliver to the President or Secretary of the Corporation a proper requisition in accordance with all of the criteria of s. 46 of the Act within 30 days of the date of this Notice of Rule, the Leasing Rule is not effective until the earlier of the time at which quorum is not present at the first attempt to hold the meeting, and the time at which a quorum is present at the first attempt to hold the meeting and the owners do not vote against the Leasing Rule at the meeting. In accordance with s. 58(6)(d) of the Act, a copy of s. 46 is attached hereto as **Schedule "C"**.

Effective Date of Rule

The Leasing Rule shall become effective 31 days from the date hereof if the board does not receive a requisition within 30 days from the date hereof for an owners' meeting to discuss the Leasing Rule.

We hope you agree the attached Leasing Rule in the best interests of your condominium corporation.

DATED this 26 day of September, 2018

On behalf of the directors of York Region Condominium Corporation No. 585,

Per: Arkady Ratner
President

Schedule "A"

York Region Condominium Corporation No. 585
(the "**Corporation**")

The Corporation's existing Rules are hereby amended by adding the following Leasing Rule, which shall supersede any existing Rules which conflict with the subject matter herein. Sections 49 to 52 of the Corporation's existing Rules are hereby deleted.

LEASING RULE

1. No Unit in the Corporation's building shall be used for any "commercial" or "transient" use, including, but without limiting the general meaning, any of the following:

   i. the carrying on of a business;

   ii. the operating of a hotel or boarding or lodging house; or

   iii. the disposition of an Owner's or Tenant's right to occupy the Unit whereby the party or parties acquiring such interest is or are entitled to occupy the Unit on a transient use basis or any arrangement commonly known as time-sharing.

2. For the purposes of these Rules, any "transient" use of a Unit includes, but without limiting its general meaning, the use or occupancy of a Unit for a period of less than twelve (12) consecutive months.

3. These Rules apply to both the leasing and subleasing of Units. A Unit which is subject to a lease may not be sublet or assigned by a Tenant, and the Owner may not consent to a sub-lease or assignment of a Unit, unless the Owner complies with these Rules, with necessary modifications (i.e., as though references to "tenant" are references to "sub-tenant" and references to "lease" are references to "sub-lease", etc.).

4. No Unit shall be advertised (e.g., through a website or service that provides for or facilitates short-term rentals, use or occupancy, including, among others, Airbnb, Craigslist, Kijiji, etc.) in contravention of these Rules.

5. No Unit shall be occupied under a lease unless, within ten (10) days of entering into such lease or any renewal thereof, and in any event prior to the commencement of the tenancy, the Owner undertakes the following:

   i. notifies the Corporation of the lease or any renewal thereof;

ii. provides the Corporation with the Tenant's name and contact details and the Owner's address for service;

iii. provides the Tenant with a copy of the Corporation's Declaration, By-laws and Rules;

iv. provides the Corporation with such other information in regard to the lease and Tenant as the Corporation may require from time to time in the Corporation's sole discretion;

v. delivers to the Corporation a completed Tenant Information Form, in the form then in use by the Corporation;

vi. delivers to the Corporation a duly executed Tenant's Undertaking and Acknowledgment, in the form then in use by the Corporation; and

vii. delivers to the Corporation an executed copy of the Application/Offer to Lease and the Lease itself, or a completed "Summary of Lease or Renewal" form prescribed by Section 40 of Regulation 49/01 of the *Condominium Act, 1998* (the "**Act**").

6. Within ten (10) days of ceasing to rent a Unit (or within ten (10) days of being advised that the Tenant has vacated or abandoned the Unit, as the case may be), the Owner shall notify the Corporation in writing that the Unit is no longer being rented.

7. Any documentation required pursuant to these Rules shall be supplied promptly as required or as demanded and without charge to the Corporation.

8. Owners shall ensure that their Tenant(s) strictly comply with the provisions of the Act and the Corporation's Declaration, By-laws and Rules governing the use, occupation and leasing of units. If an Owner or his or her Tenant(s) breaches any applicable provisions, any such tenant(s) shall be deemed a trespasser by the Corporation and may be denied entry to the building or the common elements, including recreation amenities, until such Owner and Tenant(s) have fully remedied any breach.

9. In addition to any other remedies under the Act and the Corporation's Declaration, By-Laws and Rules or any other remedies available at common law, the Corporation shall have the right to do all things reasonably necessary to enforce the provisions of the Corporation's Declaration, By-laws or Rules, as the Owner's lawful agent. In circumstances where efforts to obtain compliance of the Owner or Tenant(s) with these Rules are unsuccessful and assistance from legal counsel is required, the Owner shall be responsible for reimbursing the Corporation for the Corporation's full legal costs.

10. No Tenant shall be liable for the payment of common expenses unless notified in writing by the Corporation that the Owner of the Unit which the Tenant is occupying is in default of paying common expenses, and requiring the said Tenant to pay to the Corporation an amount equal to the defaulted payment, in which case the Tenant shall deduct from the rent otherwise payable to the said Owner, an amount equal to the defaulted payment, and shall pay that amount to the Corporation.

11. Owners shall be responsible for any damage or additional maintenance to the common elements caused by their Tenant(s) and shall not be relieved of any obligations with respect to the Unit, which obligations shall be joint and several with their Tenant(s).

12. During the period of occupancy by the Tenant, the Owner shall have no right to use any part of the common elements or Shared Facilities.

APPROVAL

This Leasing Rule was passed by the Board of Directors on the day of , 2018, pursuant to section 58 of the *Condominium Act, 1998*, to promote the safety and security of the owners and occupants, their visitors, guests and invitees, and to prevent unreasonable interference with owners' and occupants' use and enjoyment of the common elements and units.

SIGNED on behalf of the Corporation's Board of Directors on September 26, 2018.

Arkady Ratner
President -

Myra Cowan
Secretary -

Schedule "B"

Rules

58 (1) The board may make, amend or repeal rules under this section respecting the use of the units, the common elements or the assets, if any, of the corporation to,

(a) promote the safety, security or welfare of the owners and of the property and the assets, if any, of the corporation; or

(b) prevent unreasonable interference with the use and enjoyment of the units, the common elements or the assets, if any, of the corporation. 2015, c. 28, Sched. 1, s. 54 (1).

Rules to be reasonable

(2) The rules shall be reasonable and consistent with this Act, the declaration and the by-laws. 1998, c. 19, s. 58 (2).

Same, proposed rules

(3) Rules proposed by the declarant before the registration of a declaration and description shall be reasonable and consistent with this Act, the proposed declaration and the proposed by-laws. 1998, c. 19, s. 58 (3).

Inconsistent provisions

(4) If any provision in a rule or a proposed rule is inconsistent with the provisions of this Act, the provisions of this Act shall prevail and the rule or proposed rule, as the case may be, shall be deemed to be amended accordingly. 1998, c. 19, s. 58 (4).

Amendment by owners

(5) The owners may amend or repeal a rule at a meeting of owners duly called for that purpose. 1998, c. 19, s. 58 (5).

Notice of rule

(6) Upon making, amending or repealing a rule, the board shall give a notice of it to the owners that includes,

(a) a copy of the rule as made, amended or repealed, as the case may be;

(b) a statement of the date that the board proposes that the rule will become effective;

(c) a statement that the owners have the right to requisition a meeting under section 46 and the rule becomes effective at the time determined by subsections (7) and (8); and

(d) a copy of the text of section 46 and this section. 1998, c. 19, s. 58 (6); 2015, c. 28, Sched. 1, s. 54 (2).

When rule effective

(7) Subject to subsection (8), a rule is not effective until the following time:

1. If the board receives a requisition for a meeting of owners under section 46 within 30 days after the board has given notice of the rule to the owners, the earlier of,

i. the time at which a quorum is not present at the first attempt to hold the meeting, and

ii. the time at which a quorum is present at the first attempt to hold the meeting and the owners do not vote against the rule at the meeting.

2. If the board does not receive a requisition for a meeting of owners under section 46 within the 30 days after the board has given notice of the rule to the owners, the day after that 30th day. 2015, c. 28, Sched. 1, s. 54 (3).

Same

(8) A rule or an amendment to a rule that has substantially the same purpose or effect as a rule that the owners have previously amended or repealed within the preceding two years is not effective until the owners approve it, with or without amendment, at a meeting duly called for that purpose. 1998, c. 19, s. 58 (8).

Same, proposed rule

(9) Despite subsection (7), a rule proposed by the declarant before the registration of the declaration and description shall be effective until it is replaced or confirmed by a rule of the corporation that takes effect in accordance with subsection (7). 1998, c. 19, s. 58 (9).

Compliance

(10) All persons bound by the rules shall comply with them and the rules may be enforced in the same manner as the by-laws. 1998, c. 19, s. 58 (10).

Schedule "C"

Requisition for meeting

46 (1) A requisition for a meeting of owners may be made by those owners who at the time the board receives the requisition, own at least 15 per cent of the units, are listed in the record maintained by the corporation under subsection 47 (2) and are entitled to vote. 1998, c. 19, s. 46 (1).

Form of requisition

(2) The requisition shall,

(a) be in writing and be signed by the requisitionists;

(b) state the nature of the business to be presented at the meeting; and

(c) be delivered personally or by registered mail to the president or secretary of the board or deposited at the address for service of the corporation. 1998, c. 19, s. 46 (2).

Same, removal of directors

(3) If the nature of the business to be presented at the meeting includes the removal of one or more of the directors, the requisition shall state, for each director who is proposed to be removed, the name of the director, the reasons for the removal and whether the director occupies a position on the board that under subsection 51 (6) is reserved for voting by owners of owner-occupied units. 1998, c. 19, s. 46 (3).

Duty of board

(4) Upon receiving a requisition mentioned in subsection (1), the board shall,

(a) if the requisitionists so request in the requisition or consent in writing, add the business to be presented at the meeting to the agenda of items for the next annual general meeting; or

(b) otherwise call and hold a meeting of owners within 35 days. 1998, c. 19, s. 46 (4).

Non-compliance

(5) If the board does not comply with subsection (4), a requisitionist may call a meeting of owners which shall be held within 45 days of the day on which the meeting is called. 1998, c. 19, s. 46 (5).

Reimbursement of cost

(6) Upon request, the corporation shall reimburse a requisitionist who calls a meeting under subsection (5) for the reasonable costs incurred in calling the meeting. 1998, c. 19, s. 46 (6).

TENANTS' INFORMATION FORM
YORK REGION CONDOMINIUM CORPORATION NO. 585

******** PLEASE KEEP US INFORMED OF ANY CHANGES ********

DATE: ..... SUITE: .....

OWNER NAME(S): .....

.....

OWNER'S MAILING ADDRESS: .....

....
CITY POSTAL CODE

OWNER'S TELEPHONE: HOME: ( ) ..... BUS: ( ) .....

CELL: ( ) ..... EMAIL: .....

NAME OF ALL OTHER RESIDENTS: .....

.....

RESIDENT CHILDREN UNDER AGE 18: NAME: ..... AGE: .....

..... AGE: .....

TENANT NAME(S): .....

.....

TENANT'S TELEPHONE: HOME: ( ) ..... BUS: ( ) .....

CELL: ( ) ..... EMAIL: .....

PET SPECIES: ..... NAME: ..... NUMBER ..... WEIGHT ..... COLOUR .....

ACCESS CARD/FOB # ISSUED: .....
Any access card number not provided will be removed from the system and assumed lost. The card number is printed on the card.

VEHICLE: MODEL, YEAR & LICENCE: ..... PARKING SPACE #: .....

DO YOU OWN A LOCKER: NO: ..... YES: LOCKER # .....

MEDICAL CONDITIONS, IF APPLICABLE, OF RESIDENT FOR EMERGENCY PURPOSES

RESIDENT'S NAME: ..... CONDITION: .....

EMERGENCY CONTACT: ..... ADDRESS: .....

PHONE HOME: ( ) ..... BUS: ( ) ..... CELL: .....

EMAIL: .....

The Owner shall require all Occupants of the unit to read and comply with each of the Corporation's Rules.

SIGNATURES OF ALL OWNERS OF UNIT: .....

.....

SUMMARY OF LEASE OR RENEWAL
(clause 83 (1) (b) of the *Condominium Act. 1998*)

TO: ……..Condominium Corporation No. ……

1. This is to notify you that an original □ or renewal □ *[select one]* written □ or oral □ *[select one]* lease □ sublease □ assignment of lease □ *[select one]* or a renewal of a written or oral lease, sublease or assignment of lease □ has been entered into for:

Dwelling Unit(s) ..…… Level ……. Parking Unit(s) ……..… Level ……. Locker Unit(s)…….. Level……..
on the following terms:

Lessor's Name:……

Address:……

Home Phone: …… Bus. Phone……

Cell: …… Email:……..

Lessee's Name:……

Address:……

Home Phone: …… Bus. Phone……

Cell: …… Email:……..

Commencement date. …… **Termination date**:……..…

Option(s) to renew: *(set out details. i.e., first option commencement date)*
……

……

Rental payments:……..
(set out amount and when due)

Other Information:……...……
……
……
(at the option of the owner)

2. I (We) have provided the above-designated lessee(s)/sublessee(s)/assignee(s) with a copy of the Declaration, By-laws and Rules of the condominium corporation.

3. I (We) acknowledge that, as required by subsection 83 (2) of the *Condominium Act, 1998*, I (we) will advise you in writing if the above-designated lease/sublease/assignment of lease is renewed or terminated.

Dated this …….. day of ……, 201…….

……	……..…… ……..
(print name of owner)	*(signature of owner)*
……..……	……. ……..
(print name of owner)	*(signature of owner)*

(In the case of a corporation, affix corporate seal or add a statement that the persons signing have the authority to bind the corporation.)

Tenants' Acknowledgment and Undertaking

TO: York Region Condominium Corporation No. 585 (the "**Corporation**")
Attention: Manager

I/we acknowledge and agree that I/we, the members of my/our household, all Occupants in the unit and my/our Guests from time to time, will, in using the unit rented by me/us and the common elements, comply with the *Condominium Act, 1998*, the Corporation's Declaration, By-laws, and Rules and such further and other documentation as may be required by the Board during the term of my/our tenancy, and will be subject to the same duties imposed by the above as if I/we were an Owner, except for the payment of common expenses, unless otherwise provided by the *Condominium Act, 1998*.

I/we acknowledge that I/we have received from the unit Owner a complete copy of the Corporation's Declaration, By-laws and Rules, and I/we have required all Residents in the unit rented by me/us to carefully review and comply with all of the provisions contained therein.

Dated this ..... day of ....., 201....

.....	.....
Tenant Signature	*Tenant Signature*
Print Name:	Print Name: .....
Home Phone No.	Home Phone No. .....
Bus. Phone No.	Bus. Phone No. .....
Cell Phone No.	Cell Phone No. .....
Email	Email .....

Notice of Rules

Smoking, Cannabis & Drugs Rules
York Region Condominium Corporation No. 585
(the "**Corporation**")

TO ALL UNIT OWNERS

Notice
This is notice to all unit owners that the board of directors of the Corporation has passed the Smoking, Cannabis & Drugs Rules attached hereto as **Schedule "A"** at a meeting of directors held on the 27 day of August, 2018, after due consideration of various implications.

Purpose of Rule
The attached Smoking, Cannabis & Drugs Rules are intended to protect owners, tenants and residents of units, as well as their families, guests, visitors, invitees, employees and agents (referred to as "**Occupants**") from the nuisance and negative consequences of smoke infiltration and other such disturbances and will help make our home a pleasant, safe and congenial environment. Specifically, the Rules ban the smoking and cultivating of cannabis in units and on the common elements. The Rules also "sunset" tobacco smoking in units by allowing current owners and occupants to register as grandfathered occupants within 30 days of after the Rules coming into force, but otherwise ban tobacco smoking in units and on the common elements.

Statutory Criteria
Section 58(1) of the *Condominium Act, 1998* (the "**Act**") provides that the board may make, amend or repeal rules respecting the use of the common elements and units to promote the safety, security or welfare of the owners and of the property and assets of the Corporation, or to prevent unreasonable interference with the use and enjoyment of the common elements, the units or the assets of the Corporation. In accordance with s. 58(6)(d) of the Act, a copy of s. 58 of the Act is attached hereto as **Schedule "B"**. The Corporation has confirmed that these Smoking, Cannabis & Drugs Rules are reasonable and consistent with the provisions set out in the declaration and by-laws of the Corporation. The Corporation's lawyer has confirmed that these Smoking, Cannabis & Drugs Rules are reasonable and consistent with relevant legislation and case law.

Right to Requisition a Meeting
Owners have the right to requisition a meeting of owners pursuant to s. 46 of the *Condominium Act, 1998* to discuss whether or not to approve the Smoking, Cannabis & Drugs Rules. If the owners of at least 15% of the units, who are entitled to vote, deliver to the President or Secretary of the Corporation a proper requisition in accordance with all of the criteria of s. 46 of the Act within 30 days of the date of this Notice of Rules, the Smoking, Cannabis & Drugs Rules are not effective until the earlier of the time at which quorum is not present at the first attempt to hold the meeting, and the time at which a quorum is present at the first attempt to hold the meeting and the owners do not vote against the Smoking, Cannabis & Drugs Rules at the meeting. In accordance with s. 58(6)(d) of the Act, a copy of s. 46 is attached hereto as **Schedule "C"**.

Effective Date of Rule
The Smoking, Cannabis & Drugs Rules shall become effective 31 days from the date hereof if the board does not receive a requisition within 30 days from the date hereof for an owners' meeting to discuss the Smoking, Cannabis & Drugs Rules.

York Region Condominium Corporation No . 585

PROMENADE Towers

We hope you agree the attached Smoking, Cannabis & Drugs Rules are in the best interests of your condominium corporation.

DATED this 27 day of August , 20.18

On behalf of the directors of York Region Condominium Corporation No. 585,

Per: Arkady Rafner
President

7420 Bathurst Street, Thornhill, Ontario L4J 6X4 Telephone (905)764-3759 Fax (905)764-5602

Schedule "A"

YORK REGION CONDOMINIUM CORPORATION NO. 585

(the "**Corporation**")

The Corporation's existing Rules are hereby amended by adding the following Smoking, Cannabis & Drugs Rules, which shall supersede any existing Rules which conflict with the subject matter herein:

SMOKING, CANNABIS & DRUGS RULES

1. No person shall use, light, smoke or activate any cigarette, e-cigarette, cigar, cigarillo, illegal drug, pipe or other device producing smoke, fumes, odour or vapour (collectively, the "**Smoking Implements**") for the purposes of tobacco or cannabis consumption or otherwise in any interior or exterior common elements, exclusive use or otherwise, forming part of the Corporation's buildings, amenities or structures, including, without limitation, any lobby, elevator, stairwell, hallway, amenity room, common facilities, parking garage, rooftop, balcony, patio or other common element area (collectively, the "**Common Elements**") or within a 9 metre (29.5 feet) radius surrounding the Corporation's buildings, amenities or structures, except that "**Occupants**" (which, for the purposes of these Rules, includes any residing owner, or tenant or resident thereof, but excludes any temporary guests or visitors) may be permitted to smoke or vape tobacco in an outdoor "smoking area" as may be designated by the board from time to time in its sole and absolute discretion (a "**Designated Smoking Area**"), or except as otherwise provided for in these Rules.

2. No person shall dispose of any butts or by-products of any Smoking Implements on or under any part of the Common Elements or in any garbage bins or containers other than those as may be designated for such purpose from time-to-time by the board in its sole and absolute discretion. All Smoking Implements, and any butts or by-products, shall be completely extinguished before disposal so as to pose no risk of smoke or fire. No person shall drop or throw from any window, balcony, terrace or patio any Smoking Implements or butts or by-products.

3. No person shall use, light, smoke or activate any Smoking Implements in any unit for the purposes of tobacco consumption unless the exception in s. 5 applies.

4. No person shall use, light, smoke or activate any Smoking Implements in any unit for the purposes of cannabis consumption.

5. The prohibition in s. 3 is not enforceable against any Occupant who occupies a unit in the Corporation owned by an existing owner on or before the date these Rules come into force and where such owner delivers to the Corporation's board written notice within

thirty (30) days of the date these Rules come into force that such owner intends to continue smoking tobacco in their unit and/or to allow their existing tenant(s) and resident(s) to continue smoking tobacco therein (the "**Grandfathered Occupants**" and "**Grandfathered Unit**").

6. No person shall create or permit the creation or continuation of any nuisance from smoking or vaping which, in the opinion of the board or manager, may or does unduly disturb the comfort or quiet enjoyment of the Corporation's property by others. No person shall consume, give, sell or distribute to any other person any restricted drug, illegal substance, cannabis or excessive alcohol so as to cause an undue nuisance or disturbance to the detriment of any other person on the Corporation's property. No person shall operate or permit a grow-op or produce, cultivate, grow, tend or harvest any cannabis or any illegal drug, plant or substance in a unit or upon the Common Elements.

7. A residing owner who is a Grandfathered Occupant will be grandfathered under s. 5 for so long as they own the Grandfathered Unit. Tenants and residents who are Grandfathered Occupants will be grandfathered under s. 5 for so long as they reside in the Grandfathered Unit. If an owner who is a Grandfathered Occupant sells their Grandfathered Unit, any subsequent Occupant of such unit who is not already a Grandfathered Occupant of such unit will not be grandfathered.

8. If another person registers a valid smoke/odour complaint pertaining to smoke/odour penetration into their unit or the Common Elements emanating from another unit, the Corporation may require the owner of the unit from which the smoke/odour is emanating (the "**Offending Owner**") to retain a qualified smoke/odour transmission expert or contractor (the "**Contractor**") to conduct appropriate inspections and tests and to report the results to the Corporation for the purpose of eliminating the smoke/odour nuisance, at the Offending Owner's sole expense. Where the Corporation requires the Offending Owner to retain a Contractor, the Offending Owner shall do so within fourteen (14) days, failing which, the Corporation shall arrange to obtain such Contractor in the board's sole discretion and at the Offending Owner's sole expense. Additionally, or in the alternative, the board, in its sole and absolute discretion, may revoke the grandfathering/exemption status of any permitted smoker in the Offending Owner's unit.

9. Where a Contractor issues a report pursuant to s. 8, the Offending Owner shall, at their own expense, undertake all rectifications and repairs recommended in the report to eliminate the smoke/odour nuisance within thirty (30) days after receiving the report, failing which, the Corporation shall arrange to make such rectifications and repairs in the board's sole discretion and at the Offending Owner's sole expense. Without limiting the generality of the foregoing, such rectifications and repairs may include the Offending Owner installing, at their own cost, adequate ventilation in their unit or the Common Elements, if necessary, to stop the smoke/odour penetration, in which case, the Offending Owner shall enter into an alteration agreement with the Corporation.

10. The Corporation may collect any expenditures under s. 8 and 9 in the same manner as common expenses.

APPROVAL

These Smoking, Cannabis & Drugs Rules were passed by the Board of Directors on August 27, 2018, pursuant to section 58 of the *Condominium Act, 1998*, to promote the safety and security of the owners and occupants, their visitors, guests and invitees, and to prevent unreasonable interference with owners' and occupants' use and enjoyment of the common elements and units.

Dated: August 27, 2018.

YORK REGION CONDOMINIUM CORPORATION NO. 585

Arkady Ratner
Name:
Title: President

Myra Cowen
Name:
Title: Secretary c/s

Schedule "B"

Rules

58 (1) The board may make, amend or repeal rules under this section respecting the use of the units, the common elements or the assets, if any, of the corporation to,

(a) promote the safety, security or welfare of the owners and of the property and the assets, if any, of the corporation; or

(b) prevent unreasonable interference with the use and enjoyment of the units, the common elements or the assets, if any, of the corporation. 2015, c. 28, Sched. 1, s. 54 (1).

Rules to be reasonable

(2) The rules shall be reasonable and consistent with this Act, the declaration and the by-laws. 1998, c. 19, s. 58 (2).

Same, proposed rules

(3) Rules proposed by the declarant before the registration of a declaration and description shall be reasonable and consistent with this Act, the proposed declaration and the proposed by-laws. 1998, c. 19, s. 58 (3).

Inconsistent provisions

(4) If any provision in a rule or a proposed rule is inconsistent with the provisions of this Act, the provisions of this Act shall prevail and the rule or proposed rule, as the case may be, shall be deemed to be amended accordingly. 1998, c. 19, s. 58 (4).

Amendment by owners

(5) The owners may amend or repeal a rule at a meeting of owners duly called for that purpose. 1998, c. 19, s. 58 (5).

Notice of rule

(6) Upon making, amending or repealing a rule, the board shall give a notice of it to the owners that includes,

(a) a copy of the rule as made, amended or repealed, as the case may be;

(b) a statement of the date that the board proposes that the rule will become effective;

(c) a statement that the owners have the right to requisition a meeting under section 46 and the rule becomes effective at the time determined by subsections (7) and (8); and

(d) a copy of the text of section 46 and this section. 1998, c. 19, s. 58 (6); 2015, c. 28, Sched. 1, s. 54 (2).

When rule effective

(7) Subject to subsection (8), a rule is not effective until the following time:

1. If the board receives a requisition for a meeting of owners under section 46 within 30 days after the board has given notice of the rule to the owners, the earlier of,

i. the time at which a quorum is not present at the first attempt to hold the meeting, and

ii. the time at which a quorum is present at the first attempt to hold the meeting and the owners do not vote against the rule at the meeting.

2. If the board does not receive a requisition for a meeting of owners under section 46 within the 30 days after the board has given notice of the rule to the owners, the day after that 30th day. 2015, c. 28, Sched. 1, s. 54 (3).

Same

(8) A rule or an amendment to a rule that has substantially the same purpose or effect as a rule that the owners have previously amended or repealed within the preceding two years is not effective until the owners approve it, with or without amendment, at a meeting duly called for that purpose. 1998, c. 19, s. 58 (8).

Same, proposed rule

(9) Despite subsection (7), a rule proposed by the declarant before the registration of the declaration and description shall be effective until it is replaced or confirmed by a rule of the corporation that takes effect in accordance with subsection (7). 1998, c. 19, s. 58 (9).

Compliance

(10) All persons bound by the rules shall comply with them and the rules may be enforced in the same manner as the by-laws. 1998, c. 19, s. 58 (10).

Schedule "C"

Requisition for meeting

46 (1) A requisition for a meeting of owners may be made by those owners who at the time the board receives the requisition, own at least 15 per cent of the units, are listed in the record maintained by the corporation under subsection 47 (2) and are entitled to vote. 1998, c. 19, s. 46 (1).

Form of requisition

(2) The requisition shall,

(a) be in writing and be signed by the requisitionists;

(b) state the nature of the business to be presented at the meeting; and

(c) be delivered personally or by registered mail to the president or secretary of the board or deposited at the address for service of the corporation. 1998, c. 19, s. 46 (2).

Same, removal of directors

(3) If the nature of the business to be presented at the meeting includes the removal of one or more of the directors, the requisition shall state, for each director who is proposed to be removed, the name of the director, the reasons for the removal and whether the director occupies a position on the board that under subsection 51 (6) is reserved for voting by owners of owner-occupied units. 1998, c. 19, s. 46 (3).

Duty of board

(4) Upon receiving a requisition mentioned in subsection (1), the board shall,

(a) if the requisitionists so request in the requisition or consent in writing, add the business to be presented at the meeting to the agenda of items for the next annual general meeting; or

(b) otherwise call and hold a meeting of owners within 35 days. 1998, c. 19, s. 46 (4).

Non-compliance

(5) If the board does not comply with subsection (4), a requisitionist may call a meeting of owners which shall be held within 45 days of the day on which the meeting is called. 1998, c. 19, s. 46 (5).

Reimbursement of cost

(6) Upon request, the corporation shall reimburse a requisitionist who calls a meeting under subsection (5) for the reasonable costs incurred in calling the meeting. 1998, c. 19, s. 46 (6).

York Region Condominium Corporation No. 585
(the "**Corporation**")

Grandfathering Form for Tobacco Smoking

Pursuant to the Corporation's Smoking, Cannabis & Drugs Rules, any owner who wishes to continue smoking tobacco in their unit and/or to allow their existing tenants/residents to continue smoking tobacco therein must complete this Grandfathering Form within 30 days of the Rules coming into force:

Grandfathered Unit # _____

Grandfathered Occupants (fill in your info and that of any tenants/residents wishing to be grandfathered):

Owner's Name: _____

Owner's Name: _____

Tenant/Resident's Name: _____
Relationship to Owner: _____

Tenant/Resident's Name: _____
Relationship to Owner: _____

Tenant/Resident's Name: _____
Relationship to Owner: _____

Note: As a grandfathered owner, you will only be permitted to continue smoking tobacco in your grandfathered unit for so long as you own the unit. Your grandfathered tenants/residents will be permitted to smoke tobacco in your grandfathered unit for so long as they reside in the unit. Subsequent tenants/residents will not be permitted to smoke tobacco therein.

Owner's Name: _____ Date: _____

Signature: _____

York Region Condominium Corporation No . 585

PROMENADE Towers

Rules Governing the Use of the Common Elements

YORK REGION
CONDOMINIUM CORPORATION NO. 585

REPEALED RULE
Repealed on the 21st day of January, 2008

REPEALED RULE

The following Rule from the Rules and Regulations Governing the Use of Units and Common Elements for York Region Condominium Corporation No. 585, made and passed on the 19th day of April, 1988 is hereby repealed and no longer in effect:

110. Due to the limited capacity of the swimming pool, the swimming pool will be reserved for the exclusive use of adult residents only between the hours of 10:00 a.m. to 1:00 p.m. on weekends and statutory holidays. ***Repealed by the Board of Directors, January 21, 2008.***

Dated at Toronto, Ontario this 8th day of June, 2008

YORK REGION CONDOMINIUM CORPORATION NO. 585
Per:

Annette Upton
President

7420 Bathurst Street, Thornhill, Ontario L4J 6X4 Telephone (905) 764-3759 Fax (905) 764-5602