

A BY-LAW MADE BY YORK CONDOMINIUM CORPORATION NO. 523 ON THE 31ST DAY OF JULY, 1980.

BE IT ENACTED as by-law Number 1 of York Condominium Corporation No. 523 as follows:

ARTICLE I  
DEFINITIONS

The following terms used herein have the meanings set out below, unless the context otherwise requires:

1. AGT means The Condominium Act, 1978, Statutes of Ontario 1978, Chapter 84 and Regulations made pursuant thereto.
2. BOARD means the board of directors of the corporation.
3. COMMON ELEMENTS means all the property except the units.
4. COMMON INTEREST means the interest in the common elements appurtenant to a unit.
5. CORPORATION means York Condominium Corporation No. 523, a corporation created under The Condominium Act, by the registration of the Declaration and the Description.
6. DECLARANT means the Declarant in the Description.
7. DECLARATION means the Declaration respecting the land submitted for registration under The Condominium Act, by the Declarant and registered in the Office of Land Titles at Toronto, and all amendments thereto.
8. DESCRIPTION means the Description respecting the land submitted for registration under The Condominium Act, by the Declarant, Donigrah Development Corporation, and registered as York Condominium Corporation no. 523 in the Office of Land Titles at Toronto,
9. LAND means the freehold land described in the Description.
10. MEMBERS means the owners from time to time.
11. OWNER means the owner or owners of the freehold estate or estates in a unit and common interests, but does not include a mortgagee unless in possession.
12. PROPERTY means the land and interests appurtenant to the land described in the Description, and includes any land and interests appurtenant to land that are added to the common elements.
13. TERMINATION means the government of the property by the Act is terminated and includes termination as a result of damage.
14. UNIT means a part or parts of the land included in the Description and designated as a unit by the Description, and comprises the space enclosed by its boundaries and all the materials parts of the land within this space at the time the Declaration and Description are registered.
15. Any other words and phrases which are defined in the Act shall have the meaning given to them by the Act and the Declaration unless otherwise specified.

ARTICLE II  
THE CORPORATION

1. Seal of Corporation: The corporation shall have a seal in the form impressed in the margin hereof. It shall at no time be used except by authority of the board previously given, and in the presence of at least two members of the board who shall sign every instrument to which the seal is affixed. Where there is only one member of the corporation its signature is sufficient for the purpose of this paragraph. The Secretary shall be responsible for the custody of the corporate seal.

2. Office: The office of the corporation shall be at

217 Eglinton Avenue East,  
Toronto, Ontario  
M4P 1L3

3. Fiscal Year: The fiscal year of the corporation shall end on the 31st day December in each year or on such other date as the Board by resolution may determine.

ARTICLE III  
MEETING OF MEMBERS OF THE CORPORATION

1. First Meeting: A meeting of the members shall be held ninety (90) days after the registration of the Declaration and Description and the invoking of the Act, on ten (10) days notice in writing.
2. Annual Meetings: The first annual meeting shall be held not later than fifteen months after the first meeting of the members of the corporation and thereafter an annual meeting of the members shall be held once in each calendar year and not more than fifteen months shall elapse between the date of one annual meeting and that of the next.
3. General Meetings: All meetings, other than annual meetings and the first meeting, shall be called general meetings.
4. Place of Meetings: All meetings of the members of the corporation shall be held at such place within the Municipality of Metropolitan Toronto in the Province of Ontario, as the board may from time to time determine.
5. Calling General Meetings: The board may, whenever it thinks fit, and shall, upon receipt of a requisition in writing made by members or first mortgagees (or a combination thereof) who are entitled to vote with respect to at least fifteen percent (15%) of the units and delivered to the Secretary of the corporation, call a general meeting.
6. Notice of Meetings: No public notice or advertisements of meetings of members, either annual or general, shall be required, but a printed, written, typewritten or otherwise mechanically reproduced notice in which is stated the day, hour and place of the meeting, together with an agenda of the business to be transacted thereat, shall be either delivered or mailed by ordinary mail with postage prepaid to each member and to all mortgagees who have notified their interests to the corporation, at least ten (10) days (exclusive of the day of delivery or mailing, but inclusive of the day for which notice is given) before the date of every meeting, addressed to such address as is given by the member or mortgagee to the corporation for the purpose of notice, or if no address be given then to the last address of such member or corporation known to the Secretary, or if no address be known notice shall be deemed to have been given the members or mortgagees if delivered or sent addressed to them at their respective units; provided always that a meeting of members, either annual or general, may be held for any purpose at any time and at any place within the Municipality of Metropolitan Toronto in the Province of Ontario, without notice, if all the members or mortgagees entitled to notice of such meeting are present thereat in person or represented thereat by proxy duly appointed, or if the absent members or mortgagees shall have signified their consent in writing to such meetings being held. Notice may be signed by the President, a Vice-President or the Secretary or such other persons as the board may from time to time appoint for that purpose. Proof of notice calling the meeting shall be made by affidavit of the person giving such notice. Notice of any meeting or any irregularity in any notice thereof may be waived by any member or mortgagee. No accidental error or omission in giving notice of any meeting of members of the corporation (whether annual or general) shall invalidate such meeting or make void any proceedings taken or had thereat and any member or mortgagee may at any time waive notice of such meeting and ratify, approve and confirm any and all proceedings taken or had thereat.

7. Quorum: Except as otherwise provided in this by-law no business shall be transacted at any annual or general meeting of members unless a quorum of members entitled to vote thereat is present within sixty (60) minutes after the time for which the meeting was called. A quorum for the transaction of business at any meeting of the corporation shall be constituted when members entitled to vote and owning not less than thirty-three and one-third per cent (33-1/3%) of the common elements are present or represented by proxy at such meeting and not fewer than three (3) persons entitled to vote are present in person.
8. Adjournment for Lack of Quorum: If within one (1) hour after the time appointed for the holding of any annual or general meeting of members a quorum be not present, the meeting shall stand adjourned to the corresponding day in the next week at the same place and time and if at the adjourned meeting a quorum is not present within one (1) hour from the appointed for the meeting the members or persons entitled to vote who are present in person or represented by proxy at such meeting shall be deemed to constitute a quorum. No business shall be transacted at any meeting of members where there is no quorum. No notice of any adjourned meeting is required to be given.
9. Right to Vote: At each meeting of members, every member shall be entitled to vote, who is entered on the register as an owner or have given notice to the Corporation in a form satisfactory to the Chairman of the meeting that he is an owner. If the unit has been mortgaged, the person who mortgaged the unit (or his proxy) may nevertheless represent such unit at meetings and vote in respect thereof, unless in the instrument creating the first mortgage he has expressly authorized or powered the first mortgagee to vote, in which case such first mortgagee (or his proxy) may attend meetings and vote in respect to such unit upon filing with the secretary of the meeting sufficient proof of the terms of such instrument or if such first mortgagee has notified the corporation of his rights in accordance with paragraph 16 of this Article, and provided further that such first mortgagee has given the Corporation and the owner two (2) days notice of his intention to exercise such right. Any dispute over the right of vote shall be resolved by the Chairman of the meeting upon such evidence as he may deem sufficient. The vote of each owner or first mortgagee shall be one vote per unit.
10. Voting: Votes may be given either personally or by proxy. At any annual or general meeting every question shall be decided by a show of hands unless a poll thereon be required by the Chairman or be demanded by a member entitled to vote who is present in person or by his proxy if so represented. Upon a show of hands every member entitled to vote who is present in person or by his proxy if so represented shall have one vote. After a show of hands has been taken upon any question the Chairman may still require, or any member entitled to vote who is present in person or by his proxy if so represented, may still demand a poll thereon. Whenever a vote by show of hands shall have been taken upon a question, unless a poll thereon be so required or demanded, a declaration by the Chairman of the meeting that the vote upon the question has been carried, or carried by a particular majority or not carried and an entry to that effect in the minutes of the proceedings at the meeting shall be prima facie evidence of the fact, without proof of number or proportion of the votes recorded in favour of or against any resolution or other proceedings in respect of the said question, and the result of the vote so taken shall be the decision of the corporation in an annual or a general meeting, as the case may be, upon the question.
11. Polls: If at a meeting of members a poll is demanded and be not withdrawn it shall be taken in such manner as the Chairman directs. The results of a poll shall be deemed to be the resolution of the meeting at which the poll was demanded. A demand for a poll may be withdrawn at any time prior to the taking of the poll.
12. Equality of Votes: In case of an equality in the votes, whether on a show of hands or on a poll, the Chairman of the meeting is entitled to a casting vote in addition to his original vote.
13. Number of Votes: On a show of hands, each member present in person or by proxy shall have one vote as also on a poll.
14. Appointment of Proxy: An instrument appointing a proxy shall be in writing under the hand of the appointer, or his attorney authorized in writing, or if the appointer is a corporation, either under its corporate seal or under the hand of an officer or attorney so authorized, and may be either

under its corporate seal or under the hand of an officer or attorney so authorized, and may be either general or for a particular meeting, but a proxy need not be a member, but may be any person; a proxy must be filed with the Secretary of the corporation before the time of any meeting at which it is to be used.

15. **Vote by Co-Owners:** If a unit or a mortgage on a unit is owned by two or more persons any one of them present or represented by proxy, may, in the absence of the other or others, vote, but if more than one of them is present or represented by proxy shall vote in the same way, failing which the vote for such unit shall not be counted.
16. **Representatives:** An executor, administrator, committee of a mentally incompetent person, guardian or trustee (and where a corporation acts in such capacity any person duly appointed a proxy for such corporation) upon filing with the Secretary of the meeting sufficient proof of his appointment, shall represent the owner or mortgagee at all meetings of the members of the corporation and may vote in the same manner and to the same extent as such member. If there be more than one executor, administrator, committee, guardian or trustee, the provisions of Paragraph 15 of this Article shall apply.
17. **Vote of Mortgagee:** Where a mortgage of a unit and common interest contains a provisions that assigns to the mortgagee or otherwise authorizes the the mortgagee to exercise, the rights of the owner as a member to vote or to consent at any annual or general meeting of members, and where the mortgagee desires to exercise such rights, the following provisions shall apply:
  - (a) Written notice thereof shall be delivered, or sent by prepaid registered post, by or on behalf of the mortgagee to the office of the corporation including the address for notice of the mortgagee; and
  - (b) the notice may state according to its terms the extent to which the mortgagee desires to exercise the right of such owner to vote or consent as aforesaid; and
  - (c) the corporation shall be bound from the time of receipt of such notice to treat the mortgagee as a member for the purpose of exercise of the rights of such owner to receive or waive notices, to this Article III and to vote or consent in accordance with the notice so given by or on behalf of the mortgagee, subject always to the rights of such owner to continue to receive notice of and to attend meetings of members; and
  - (d) in the event that units whose common interest represent ten per cent (10%) of the common elements are subject to first mortgages held by the same first mortgagee, then the corporation shall deliver to such first mortgagee, if it is so requests in writing, a copy of th minutes of all meetings of the board and of all meetings of members of the corporation.
18. **Entitlement of Vote:** Unless the requirements in connection with the specific matter upon which the vote is being taken stipulate that the resolution must be unanimous no member is entitled to vote at any meeting if the contributions to the corporation, payable in respect of his unit, are in arrears for more than 30 days prior to the meeting, provided, however, that the terms of this paragraph shall not derogate from the rights of the mortgagee as set out in paragraph 17, of this Article III.

#### ARTICLE IV BOARD OF DIRECTORS

1. The affairs of the corporation shall be managed by the board of directors and until changed by by-law the number of members of the board of directors of the corporation shall be five (5).
2. **Quorum:** A quorum for the transaction of business at a meeting of the board of directors is a majority of the members of the board. Notwithstanding vacancies the remaining directors may exercise all the powers of the board so long as a quorum of the board remains in office.
3. **Qualification of Members of the Board:** Any person who is a member of the corporation or any representative of a mortgagee of one or more units

or any representative of any management of the property as provided for in Article IX hereof, is qualified to be elected as a director of the corporation provided that each director shall be eighteen (18) or more years of age. If a unit has more than one owner, only one may be a member of the board at any one time.

4. Election and Term: Within seven (7) days after registration of the Declaration and Description the Declarant shall appoint five (5) persons who shall constitute the board until the first meeting of members of the corporation is held at which time five (5) persons shall be elected as directors and the initial directors shall be eligible for re-election at such meeting. Directors of the corporation shall be elected in rotation and upon the expiration of their respective terms of office shall retire but shall be eligible for re-election. At the first meeting of the members of the corporation two directors shall be elected to hold office for a term of one (1) year from the date of their election or until their successors are elected, two directors shall be elected to hold office for a term of two (2) years from the date of their election, or until their successors are elected and one (1) director shall be elected to hold office for a term of three (3) years from the date of his election or until his successor is elected. At each annual meeting thereafter the number of directors equal to the number of directors retiring in such years shall be elected for a term of three (3) years.
5. Removal of Directors: The members of the corporation may by a resolution passed by a majority vote at a meeting of the members called for such purpose remove any director before the expiration of his term of office and may elect a person in place of any director who has been removed to hold office for the remainder of his term.
6. Filling of Vacancies: A vacancy occurring in the board of directors may be filled for the remainder of the term of office either by the members at a general meeting called for the purpose or may be filled by the directors then in office, if constituting a quorum, provided the vacancy was not due to removal by the members pursuant to section 15(8) of the Act or an increase in the board.
7. Calling of Meetings: Meetings of the board shall be held from time to time at such place in the Municipality of Metropolitan Toronto and at such time and on such day as the President or Vice-President who is a director or any two (2) directors may determine, and the Secretary shall call meetings when directly authorized by the President or a Vice-President who is a director or by any two directors. Notice of any meeting so called shall be given personally, by ordinary mail or telegraph to each director not less than forty-eight (48) hours, exclusive of Saturdays and holidays (as defined by the Interpretation Act of Ontario), before the time when the meeting is to be held, provided that no notice shall be required to be given of any meeting of directors held for the sole purpose of organization and the election and appointment of officers immediately following any annual meeting and no notice of any meeting shall be necessary if all the directors are present or if a quorum is present and those absent have waived notice of or otherwise signified in writing their consent to the holding of such meeting.
8. Regular Meetings: Regular meetings of the board may be held at such time and place in the Municipality of Metropolitan Toronto as shall be determined from time to time by a resolution passed by a majority of the directors.
9. Adjourned Meeting: At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.
10. Vote: At the meetings of the board of directors all matters shall be decided by majority vote, provided that the Chairman of the meeting shall have a casting as well as an original vote in case of an equality of votes.

11. Interest of Directors in Contracts: No director shall be disqualified by his office from contracting with the corporation nor shall any contract or arrangement entered into by or on behalf of the corporation with any director or any firm or company in which any directors is in any way interested be avoided, nor shall any director so contracting or being so interested be liable to account to the corporation for any profit realized by any such contract or arrangement by reason of such director holding such office or of the fiduciary relationship thereby established provided that the provisions of paragraph 12 of this Article IV are complied with.
12. Declaration of Interest: It shall be the duty of every director of the corporation who is in any way, whether directly or indirectly, interested in a contract or arrangement or proposed contract or arrangement with the corporation to declare such interest and to refrain from voting in respect thereto, provided, however, that such prohibition against voting shall not apply during such time as the Declarant who registered the Declaration is represented on the board by three or more directors.
13. Protection of Directors and Officers: No director or officer of the corporation shall be liable for the acts, neglect or default of any other director or officer or for joining in any act for conformity or for any loss or expense happening to the corporation through the insufficiency or deficiency of title to any property acquired by order of the board for or on behalf of the corporation, or for the insufficiency or deficiency of any security in or upon which any of the moneys 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 moneys, securities or effects of the corporation shall be deposited or for any loss occasioned by an error of judgement or oversight on the part or for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto, unless the same shall happen through his own dishonest or fraudulent act or acts.
14. Indemnity of Directors and Officers: Every director or officer of the corporation and his heirs, executors and administrators and estate and effects respectfully shall from time to time and at all times be indemnified and saved harmless out of the funds of the corporation from and against:
  - (a) All costs, charges and expenses whatsoever which such director or officer sustains or incurs in or about any action, suit or proceeding which is brought, commenced or prosecuted against him: for or in respect of any act, deed, matter or thing whatsoever made, done or permitted by him in or about the execution of the duties of his office, except any dishonest or fraudulent act or acts;
  - (b) All other costs, charges or expenses which he properly sustains or incurs in or about or in relation to the affairs thereof.
15. Fidelity Bonds: The board shall require that all directors, officers and employees of the corporation handling or responsible for corporation's moneys or securities shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the corporation.

#### ARTICLE V OFFICERS

1. Elected Officers: At the first meeting of the board after each election of directors the board shall elect from among its members a President and may elect from among its members one or more Vice-Presidents. A vacancy occurring from time to time in such offices may be filled by the board from among its members.
2. Appointed Officers: From time to time the board shall appoint a Secretary and may appoint 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 officers so appointed may but need not be members of the board. With the exception of the President one person may hold more than one office and if the same person holds both the office of Secretary and office of Treasurer he may be known as Secretary-Treasurer.
3. Term of Office: In the absence of written agreement to the contrary the board may remove at its pleasure any officer of the corporation.

4. President: The President, when present, shall preside at all meetings of the members and of the board and shall be charged with the general supervision of the business and affairs of the corporation, subject only to the direction of the board and he shall have such other powers and duties as the board may from time to time determine.
5. Vice-President or Vice-Presidents: During the absence or the inability to act of the President his powers and duties shall fall upon the Vice-President, or if more than one, upon such one as may be designated by the board of directors, save that no Vice-President shall preside at a meeting of the board or at a meeting of members who is not qualified to attend the meeting as a director or member, 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. The Vice-President, or if more than one, the Vice-Presidents shall also have such other powers and duties as may from time to time be assigned to him or them respectively by the board.
6. General Manager: The General Manager, if one be appointed, shall have the general management and direction, subject to the authority of the board and the supervision of the President, of the corporation's business and affairs and the power to appoint and remove any and all employees and agents of the corporation not elected or appointed by the board and to settle the terms of their employment and remuneration.
7. Secretary: The secretary shall give or cause to be given all notices required to be given to the members, directors, auditors, mortgagees and all others entitled thereto; he shall attend all meetings of the directors and of the members and shall enter or cause to be entered in books kept for the purpose minutes of all proceedings at such meeting he shall be the custodian of all books, papers, records, documents, and other instruments belonging to the corporation except those to be kept by the Treasurer and he shall perform such duties as may from time to time be prescribed by the board.
8. Treasurer: The Treasurer shall keep or cause to be kept full and accurate books of account and accounting records in which shall be recorded all receipts and disbursements of the corporation. He shall have the care and custody of all the funds and securities of the corporation in such bank or banks or trust company or trust companies or with such depository or depositories as the board or directors shall direct. He shall disburse the funds of the corporation when necessary and proper, taking proper vouchers for such disbursements, and shall render to the President and directors at the meetings of the board of directors or whenever they may require it, an account of all his transactions as Treasurer, and of the financial position of the corporation; and he shall perform such other duties as may from time to time be prescribed by the board of directors.
9. Other Officers: The duties of all other officers of the corporation shall be such as the terms of their engagement call for or the board requires of them. Any of the powers and duties of any officer to whom an assistant has been appointed may be exercised and performed by such assistant unless the board otherwise directs.
10. Compensation: Compensation of all officers and employees of the corporation shall be fixed by the directors. This provision shall not preclude the board of directors from employing a director as an employee of the corporation nor preclude any director entering into a contract with the corporation for the management of the corporation.

#### ARTICLE VI BANKING ARRANGEMENT AND CONTRACTS

1. Banking Arrangements: The banking business of the corporation or any part thereof shall be transacted with such bank or trust company as the board may designate, appoint or authorize from time to time by resolution and all such banking business or any part thereof shall be transacted on the corporation's behalf by such one or more officers or other persons as the board may designate, direct or authorize from time to time by resolution and, to the extent therein provided, including without restricting the generality of the foregoing, the operation of the corporation's accounts, the making, signing, drawing, accepting, endorsing, negotiating, lodging, depositing, or transferring of any

cheques, promissory notes, drafts, acceptances, bills of exchange and orders relating to any property of the corporation; the execution of any agreement relating to any such banking business and defining the rights and powers of the parties thereto; and the authorizing of any officer of such banker to do any act or thing on the corporations' behalf to facilitate such banking business.

2. Execution of Instruments: 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 obligations within the scope of any management agreement entered into by the corporation may be executed on behalf of the corporation in accordance with the provisions of such management agreement. Notwithstanding any provisions to the contrary contained in the by-laws of the corporation the board may 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 obligations of the corporation may or shall be signed.

#### ARTICLE VII DUTIES OF THE CORPORATION

1. Duties of the Corporation: The duties of the corporation are to manage the property and any assets acquired by the corporation in connection with the use and enjoyment of the property, to prepare budgets and collect common expenses with a view to maintaining financial stability and to provide such services to the owners as are specified in the Act, the Declaration and the By-laws. Without limiting the generality of the foregoing, the duties of the corporation include the following:
  - (a) To collect and receive all contributions towards the common expenses from the owners, or from any mortgagee if the same are collect by a mortgagee, and deposit the same in a separate account with a chartered bank, loan or trust company;
  - (b) To keep accurate accounts of the financial transactions involved in the performance of its duties and the exercise of its rights and send to each owner annual statements of income and expenditures with respect thereto;
  - (c) Within ninety (90) days after the end of each fiscal year to deliver or mail to each owner, and to each mortgagee who has notified his interest to the corporation, a copy of the corporation's audited financial statements for the preceding fiscal year prepared and certified by the auditor of the corporation and signed by two directors;
  - (d) For the purpose of complying with the provision of the Act and the Declaration with respect to insurance to do all acts and things and to take out and maintain such insurance as the board may from time to time deem advisable;
  - (e) To control, manage and administer the common elements for the benefit of all the owners and for the benefit of the entire condominium project, and to maintain such staff as may be required to carry out at all times promptly and efficiently its duties in such management of the property;
  - (f) To repair and maintain the common elements in accordance with the provisions of the Act and the Declaration;
  - (g) To keep the common elements clean, suitably decorated and landscaping other than those parts of the common elements to which an owner has sole access and to keep all sidewalks, driveways and entrances free and clear of ice and snow;
  - (h) To purchase electricity, gas, water and other public utilities for use in the units and common elements;
  - (i) To heat and air-condition the interior common elements and to provide hot water to the units and common elements; and
  - (j) To effect compliance by the owners of units with the Act, the Declaration and the by-laws.



2. Powers of the Corporation: The powers of the corporation shall include, but shall not be limited to the following:
- (a) Purchasing, hiring or otherwise acquiring, property for use by the unit owners in connection with their enjoyment of the common elements and for use in the management and maintenance of the common elements and the property, except the units;
  - (b) Borrowing money required by it for the performance of its duties or the exercise of its powers but each borrowing shall require the recommendation of the board and approval by by-law, passed at a meeting called for that purpose; and
  - (c) to secure the repayment of moneys borrowed by it and the payment of interest thereon by negotiable instrument; and
  - (d) to make an agreement with any unit owner or occupier of a unit for the provision of amenities or services, or payment of same; and
  - (e) granting to any unit owner the right to exclusive use and enjoyment of any part of the common elements or special privileges in respect thereof; and
  - (f) revoking any grant provided under paragraph (e) above on reasonable notice; and
  - (g) entering into contracts for the repair and maintenance on a continuing or periodic basis of any part or parts of the common elements or of installations contained in units and subject to easements for service to the common elements or other units, but no such contract shall extend for more than two (2) years unless approved by by-law; and
  - (h) to do all things reasonably necessary for the performance of its duties under the Act, the Declaration, the By-laws including the Common Element Rules;
  - (i) Adoption and amendment of rules and regulations concerning the operation and use of the property;
  - (j) Employing a manager at a compensation to be determined by the board to perform such duties and services as the board shall authorize, including and not limited to the duties of the corporation set forth in paragraph 1 of this Article VII;
  - (k) Obtaining and maintaining fidelity bonds for any Manager where deemed necessary by the board and in such manner as the board may deem reasonable;
  - (l) Investing reserves and other moneys from time to time held by the corporation, provided that such investment shall be those permitted by the Trustee Act, Revised Statutes of Ontario 1970, Chapter 470, and amendments thereto, and convertible into cash in not more than ninety (90) days.

#### ARTICLE VIII DUTIES OF THE DECLARANT

The Declarant shall perform all the duties of the corporation set forth in this by-law up to the date of appointment of directors by the Declarant provided for in paragraph 4 of Article IV of this by-law or until the first general meeting, whichever first occurs, and thereafter the corporation shall assume all of its duties as herein set forth; and the Declarant shall prepare and adopt a Budget for the corporation for the period from the date of registration of the Declaration and Description until the first fiscal year-end, subject to revision pursuant to paragraph 5 of Article X, and shall turn over to the board all matters required under Section 26(3) of the Act.

#### ARTICLE IX MANAGEMENT OF THE PROPERTY

Notwithstanding clause (e) of paragraph 1 of Article VII hereof, the corporation may from time to time enter into an agreement for the management of the property with a person or persons, corporation or firm selected by the corporation in its

discretion for such period and upon such terms and conditions as the corporation deems expedient provided that any agreement for more than one (1) year must be approved by by-law. In such agreement or agreements, the corporation may delegate to such person or persons corporation or firm, all of its power and duties, including the signing of estoppel certificates and the collection of common expenses, but not including the assessment of common expenses, and those powers and duties that are specifically required by The Condominium Act, to be exercised by the Corporation, or by its board of directors.

ARTICLE X  
ASSESSMENT AND COLLECTION OF CONTRIBUTIONS  
TOWARDS THE COMMON EXPENSES

1. Annual Budget: The board shall, at least thirty (30) days prior to the commencement of each fiscal year, prepare and adopt a budget for the corporation for the next ensuing fiscal year, setting forth in categories estimates of the amount of the common expenses of the corporation for such fiscal year among the owners according to the proportion in which they are required to contribute to the common expenses as set forth in the Declaration. In preparing the budget the board shall estimate the amount of income to be received by the corporation from the use, operation or rental of any of the common elements. In addition to all expenses charges and costs of the maintenance, repair or replacement of the common elements and any other common expenses, charges or costs which the board may incur or expend, there shall be included in the annual budget provision for the following:
  - (a) A Contingency Fund: which fund shall be used and applied from time to time towards meeting the deficits and such other common purposes as the corporation may deem necessary;
  - (b) A Reserve Fund: which shall include moneys received to be accumulated in the Reserve Fund as provided for in paragraph 3 of this Article X and to be used or expended for major repair and replacement of common elements and assets made necessary by damage, deterioration, or obsolescence.
2. Contingency Fund: Upon the purchase of each unit from the Declarant, or at any time thereafter at the request of the corporation, each owner shall deposit with the corporation, or as the corporation may otherwise direct, an amount equal to three times the monthly assessment relating to such owner's unit for the year in which such deposit is requested. Such amount shall be held, together with the amounts similarly deposited by other unit owners, as a Contingency Fund for common expenses and shall be used and applied from time to time towards meeting the deficits and such other common purposes as the corporation may deem necessary but not amounts to be expended from the Reserve Fund.
3. Reserve Fund: The moneys in the Reserve Fund shall be accumulated together with contributions towards common expenses and shall be an amount determined by the board of director but not less than required by the Act.
4. Contingency and Reserve Funds Part of Common Elements: The Contingency Fund and the Reserve Fund shall be deemed part of the common elements and in the event of sale by the owner such owner shall not be entitled to any refund of the whole or any part of the contributions or deposits made from time to time by him to the Contingency Fund or Reserve Fund, but all his interest in the unexpended portion of each of the said Funds, shall be transferred and ensure to the purchaser of the unit with whom the owner will make any necessary adjustments.
5. Copies of Budget and Notices of Assessment: A copy of the budget for ensuing fiscal year, together with a notice showing the amount assessed to each owner for such year for common expenses, shall be delivered or mailed by first class mail, postage prepaid, to each owner, and to each mortgagee who has notified his interest to the corporation, not more than twenty-one (21) days after the beginning of each fiscal year. Each owner shall be obliged to pay to the corporation, or as the corporation may in writing direct, the amount of such annual assessment as follows: One Twelfth (1/12) of such assessment on the first day of each and every month next following the delivery of such notice of assessment. Each owner shall on or before the first day of the second month in each fiscal year, unless otherwise directed by the mortgagee for such unit, deliver to the corporation, or as the corporation may direct in the

notice of assessment, twelve post-dated cheques covering the payments due to each owner during the ensuing twelve months and such cheques shall be deposited as they become payable. Until the annual budget for any fiscal year has been sent to each owner, each owner shall continue to pay each month an amount equal to the monthly instalment payable by such owner under the annual budget for the preceding fiscal year.

6. Special Assessments: If at any time during the course of any fiscal year the board shall determine that the annual assessment of contributions is inadequate by reason of a revision in the board's estimates of either expenses or income the board shall prepare and cause to be delivered to each owner and to each mortgagee who has notified his interest to the corporation a revised annual budget for the balance of such fiscal year and thereafter monthly contributions shall be determined and paid on the basis of such revised budget.
7. Moneys on Deposit: All moneys of the corporation, except petty cash on hand or moneys invested, shall be kept on deposit in a chartered bank or trust company carrying on business in the Province of Ontario.
8. Conveyance of Unit: No owner shall be liable for the payment of any part of the common expenses assessed against his unit prior to the transfer by him of such unit but payable to him subsequent thereto, provided that he first gives notice of such assessment to the transferee of the unit.
9. Statement of Account: Within seven (7) days following written application therefor, the board shall furnish an owner or mortgagee or any person authorized in writing by either of them, with a statement as of the first day of the month in which such request is made setting forth the following:
  - (a) Any assessment unpaid or payable as of such date, together with accrued interest thereon;
  - (b) Any monthly contributions remaining unpaid or payable as of such date;
  - (c) The amount outstanding in a reserve fund and contingency fund contributed or deposited or required to be contributed or deposited by the unit owner.
10. Inspection of Books: Upon written application therefor, the board shall make the books of account and accounting records available at all reasonable times for inspection by an owner, or a mortgagee (if authorized hereunder) or any person authorized in writing by either of them.
11. Collection: The corporation shall take all necessary steps to enforce the payment by each owner of all unpaid assessments, monthly contributions and all other amounts owed by him to the corporation.
12. Estoppel Certificates: Any certificate issued by the corporation to a mortgagee, purchaser, or other person dealing with an owner, to certify an owner's position with regard to assessments, contributions, or otherwise, which has been signed by two officers of the corporation under its corporate seal or the manager, shall be binding upon the corporation and all other owners and it and they shall be estopped from denying the accuracy of such certificate against any such mortgagee, purchaser or other person dealing with the owner; but this shall not prevent the enforcement against the owner of all obligations of the owner whether improperly stated in such estoppel certificate or not.
13. Default in Payment of Assessment:
  - (a) Arrears of payments required to be made under the provisions of this Article X shall bear interest at a rate equal to two (2) per cent above the interest rate charged from time to time by the Bank of Canada to Chartered Banks and shall be compounded monthly until paid.

- (b) In addition to any remedies or liens provided by the Act if any owner is in default in payment of an assessment levied against him for a period of fifteen (15) days, 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 as between a solicitor and his own client.

#### ARTICLE XI DEFAULT

1. Notice of Unpaid Common Expenses: The board whenever so requested in writing by an owner or a mortgagee who has given notice of his mortgage to the corporation shall promptly report any then unpaid common expenses therefrom, or any other default by, any owner, and any common expenses assessed or other money claims by the corporation against any owner, which are thirty (30) days past due.
2. Notice of Default: The board when giving notice of default in payment of common expenses or any other default to the owner of a unit, shall concurrently send a copy of such notice to each mortgagee of such unit, who is entered on the Register and who has requested that such notices be sent to him.

#### ARTICLE XII RECORDS

The board shall cause the following records to be kept:

- (a) A set of architectural plans and specifications of the buildings and of all alterations in the buildings made by the corporation or by an owner; and
- (b) a log of all communications or complaints from owners relating to the duties of the corporation and of the action taken;
- (c) Minutes of meetings of the board;
- (d) Minutes of meetings of members of the corporation;
- (e) Financial records and books of account, including a chronological list of receipts and expenditures as well;
- (f) As a separate account for each unit which shall contain the amount of each assessment of common expenses against each unit, the date when due, the amount paid thereon and any amounts remaining unpaid;
- (g) A unit ownership register showing the names of the owners, as notified to the corporation, the addresses for service of the owners, the proxies from time to time in force, and the names and addresses for service of all mortgagees who from time to time give notice of registration of their mortgages to the corporation.

All records except the minutes of meetings of directors shall be available for inspection at reasonable hours by all owners and mortgagees.

#### ARTICLE XIII USE AND OCCUPATION OF UNITS

In addition to the provisions of the Declaration, the use and occupation of units shall be in accordance with the restrictions and stipulations as listed in Schedule "2" attached hereto.

#### ARTICLE XIV PROVISIONS GOVERNING THE USE OF THE COMMON ELEMENTS

The rules and regulations with respect to the use of the common elements of the corporation shall be initially those rules and regulations set forth in Schedule "1" attached to and being part of this by-law Number 1, and thereafter any amendments, additions, deletions or changes therein from time to time shall be authorized by resolution passed by a majority vote at an annual or general meeting of the corporation.

ARTICLE XV  
MISCELLANEOUS

1. Severability: The invalidity in whole or in part of any articles, paragraph or paragraphs, or clause or clauses in this by-law contained shall not affect the validity of the remaining portions of such article or articles, paragraph or paragraphs or clause or clauses of this by-law.
2. Interpretation: In this by-law and all other by-laws of the corporation, unless the context otherwise requires, words importing the singular number only shall include the plural and vice versa; words importing the masculine gender shall include the feminine and neuter gender; and words importing person shall include companies, corporations, partnership and any number or aggregate of persons. Whenever reference is made in this by-law to any statute or section thereof such reference shall be deemed to extend and apply to any amendment to the said statute or section or re-enactment thereof as the case may be.
3. Headings: The headings in the body of this By-law Number 1 form no part of this by-law, but shall be deemed to be inserted for convenience of reference only.
4. Waiver: No restrictions, conditions, obligations or provisions contained in this by-law or any amendments thereto 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.
5. Amendments: This by-law or any part thereof may be varied, altered or repealed by a by-law passed in accordance with the provisions of the Act and the Declaration.

The foregoing by-law is hereby made and enacted as by-law number 1 of York Condominium Corporation No. 523 by Donigrah Development Corporation, the Declarant and the owner of all units and sole member of the Corporation, as witnessed by the signatures of its proper officers duly authorized in that behalf and an impression of the corporate seal of the said company.

Dated at Toronto this 31st day of July, 1980.

YORK CONDOMINIUM CORPORATION NO. 523

by its sole member  
Donigrah Development Corporation

Per:

\_\_\_\_\_  
President

\_\_\_\_\_  
Vice-President

SCHEDULE "1"

TO

BY-LAW NUMBER 1

OF

YORK CONDOMINIUM CORPORATION NO. 523

ENACTED THE 31ST DAY OF JULY, 1980

RULES AND REGULATIONS GOVERNING

THE USE OF THE COMMON ELEMENTS

1. The sidewalks, walkways, passages and driveways, shall not be obstructed or used for any other purpose than ingress to and egress from the units and parking areas within the common elements.
2. The corridors, lobbies, stairways and other parts of the common elements designed for passage shall be used for that purpose only and shall not be obstructed by bicycles, baby carriages, parcels or other objects.
3. No motor vehicle other than a private passenger automobile shall be parked in any parking space within the common elements.
4. No motor vehicle shall drive on any part of the common elements other than on a driveway or parking space provided for the purpose.
5. Subject to paragraph (3) hereof no motor vehicle and no trailer of any kind, including without limiting the generality of the foregoing any house, tent, boat or snowmobile, mechanical toboggan, machinery or equipment of any kind shall be parked, placed, located, kept or maintained on any part of the common elements.
6. No repairs or adjustments to motor vehicles or automobiles, snowmobiles, trailers or boats may be carried out on the common elements.
7. No private passenger automobile which is not being used from day to day or which is undergoing repairs of any nature, shall be parked or located upon the common elements or any part thereof; and all automobiles may be parked only in locations properly paved and provided for them.
8. No one shall harm, mutilate, destroy, alter or litter any of the landscaping work on the property, including grass, trees, shrubs, hedges, flowers, or flower-beds and shall not place chairs, tables or other objects on the lawns so as to damage them or prevent their reasonable growth or to interfere with the cutting of the lawns from time to time.
9. The lanes, gardens, walks and other external common elements shall be used in a quiet and proper manner and with due regard to the comfort and convenience of other owners.
10. No stores of coal or any combustible, inflammable or offensive goods, provisions, or materials shall be kept on any part of the common elements.
11. No building or structure or tent shall be erected, placed, located, kept or maintained on the common elements without the prior written consent of the board.
12. No part of the common elements shall be used for the erection, placing or maintenance of clothes-lines, incinerators garbage disposal equipment, recreation or athletic equipment, fences or other barriers, hedges, gardens, or the vegetation or for the disposal of rubbish, garbage, or waste, without the prior written consent of the board.
13. No television antennae, aerial or tower and appurtenances thereto shall be erected on any part of the common elements.
14. No signs, billboards, notices, or other advertising matter of any kind shall be placed on any part of the common elements without the prior written consent of the board.

15. Nothing shall be carried through the lobbies, hallways and corridors which is unsightly or likely to cause damage, and moving in and out of units shall be governed by the rules of the board.
16. No owner, occupant or guest shall do anything that will be noisy or offensive in the common elements, so as to interfere with the enjoyment, by any owner, of the common elements or his unit.

IT IS HEREBY CERTIFIED that the foregoing are the initial Common Element Rules as referred to in By-law Number one of York Condominium Corporation No. 523.

Dated at Toronto this 31st day of July, 1980.

YORK CONDOMINIUM CORPORATION NO. 523

by its sole member  
Donigrah Development Corporation

Per:

\_\_\_\_\_  
President

\_\_\_\_\_  
Vice-President

SCHEDULE "2"  
TO  
BY-LAW NUMBER 1  
OF  
YORK CONDOMINIUM CORPORATION NO. 523  
ENACTED THE 31ST DAY OF JULY, 1980  
RULES AND REGULATIONS GOVERNING  
THE USE AND OCCUPATION OF UNITS

In addition to the provisions of the Declaration, the use and occupation of the units shall be in accordance with the following restrictions and stipulations:

1. No laundry shall be hung other than on the inside of a unit or in designated areas in the laundry areas of the common elements.
2. No screens, swings or shades shall be erected over and outside of the windows nor shall any garments, rugs, flower pots, or other articles be hung or placed on the window sills, railings and other external parts of the unit.
3. No portion of a unit required by the Declaration to be maintained by the Corporation shall be painted, decorated or otherwise affected by anyone other than the corporation.
4. Nothing may be thrown out of the windows or doors or off the balcony of a unit.
5. The use of and covering of the interior surfaces of all windows whether by drapes, shades or other items visible from the exterior of the unit shall be subject to any reasonable requirements of the board.
6. Each owner shall keep clean the balcony, together with its partition walls, and the basement storage space to which he has exclusive use and possession.
7. No stores of any combustible, inflammable or offensive goods, provisions or materials shall be kept in any unit or basement storage space.
8. No plumbing or electrical repairs or alterations within any unit or within any partition, bearing or party wall, shall be made without the prior written consent of the board.
9. No unit shall be used for professional purposes, such as an office for a doctor, dentist, chiropractor, or lawyer.
10. No electrical or telephone installations shall be erected on or fastened to any unit, or the outside of the building, except as approved by the board.
11. No signs, billboards, notices, or other advertising matter of any kind shall be placed on any part of a unit, without the written consent of the board first being obtained.
12. All electrical appliances or equipment used in any unit shall comply with the applicable regulations of appropriate authorities from time to time in force.
13. No instrument, appliance, equipment or other device shall be used within any unit, which, in the opinion of the board, causes a disturbance or interference with the comfort of other owners.
14. No owner shall cause any noise to be made or anything to be done that will interfere unreasonably with the other owners.
15. No owner shall do anything or permit anything to be done that will increase the risk of fire or the rate of fire insurance on the property or any part thereof.



16. No owner shall do anything or permit anything to be done that is contrary to any statute or municipal by-law or any rules and regulations or ordinances passed under any statute or municipal by-law.
17. All garbage shall be tightly wrapped and tied in accordance with the instruction of the board from time to time, and shall be disposed of together with all other refuse by way of the disposal installations provided for such purposes.

IT IS HEREBY CERTIFIED that the foregoing are the initial Use and Occupation Rules as referred to in BY-law Number One of York Condominium Corporation No. 523.

DATED AT Toronto this 31st day of July, 1980.

YORK CONDOMINIUM CORPORATION NO. 523

by its sole member  
Donigrah Development Corporation

Per:

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President

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Secretary - Treasurer

RULES GOVERNING THE USE OF COMMON ELEMENTS  
WITH RESPECT TO PARKING AND PETS

Please be advised that, in accordance with section 29 of the Condominium Act, the Board of Directors has made rules, by unanimous vote, with respect to parking and pets.

PARKING RULES

Whereas the parking of motor vehicles on the common elements has been determined by the Board of Directors to be a problem; and whereas the parking of motor vehicles on the common elements unreasonably interferes with the unit owners' use and enjoyment of the common elements.

Therefore the following rules are hereby passed dealing with parking:

- (i) Unit owners, and other residents of York Condominium Corporation No. 523 shall not park motor vehicles, or allow motor vehicles to be parked, on any part of the common elements, except on any exclusive use portions of the common elements of which that particular unit owner or resident has the exclusive use, and which is meant to be used to park motor vehicles, i.e. a driveway or garage;
- (ii) Visitors may park their motor vehicles either in the driveway or the garage of the unit which they are visiting, or, in the "visitors" parking area of the common elements. Provided, however that no motor vehicles shall be parked in the "visitors" parking area between the hours of 3:00 a.m. and 7:00 a.m. except and unless a parking permit is obtained from the Property Manager or from the Board of Directors.

PET RULES

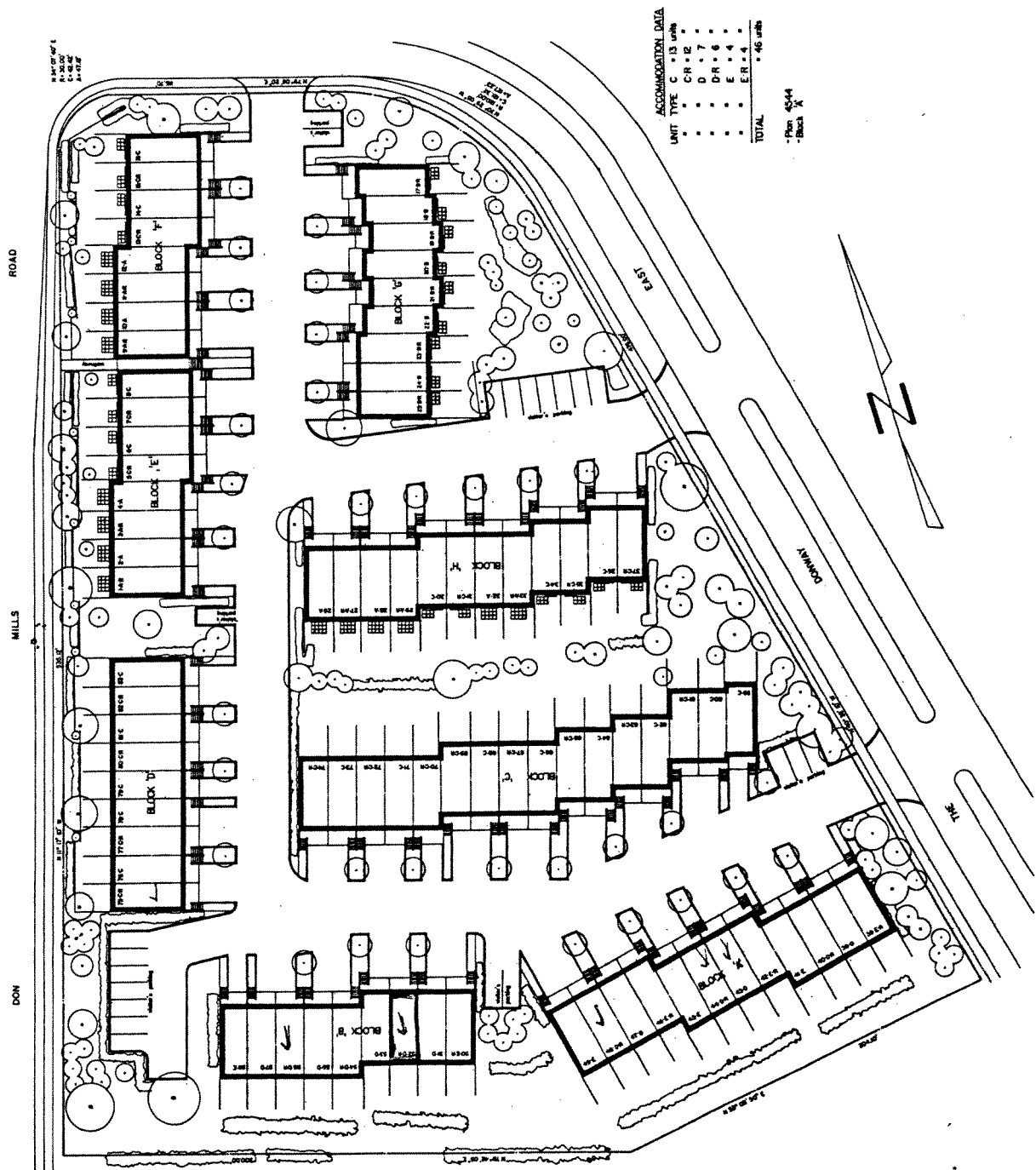
Whereas the Board of Directors has determined that for the safety, security and welfare of the unit owners, and in order to prevent the unreasonable interference with the use and enjoyment of the common elements, the following rules are required and are hereby passed:

- (i) The term "pet" shall be defined to mean a dog, a cat, caged birds, or other small, orderly, domestic, common household pets;
- (ii) No pet shall be permitted on any part of the common elements, except for those exclusive use parts of the common elements over which the pet's owner has the exclusive use thereof, unless the pet is carried or on a leash;
- (iii) Unit owners, residents, and their families and visitors shall supervise pets while on the common elements and shall immediately remove and dispose of any feces deposited by such pet in a sanitary method;
- (iv) All pets must be kept clean, quiet and controlled;
- (v) The Board of Directors may require the permanent removal from the Condominium Corporation of any pet, which in the sole discretion of the Board of Directors or the Property Manager, causes or creates a nuisance or reasonable disturbance or noise.
- (vi) Anyone who keeps a pet in the Condominium Corporation thereby assumes any and all liability for any and all actions of the pet, whether or not the owner of the pet had knowledge, notice or forewarning of the likelihood of such actions.

According to the Condominium Act, these Rules shall be complied with and enforced in the same manner as the By-laws and shall be effective thirty days after notice thereof has been given to each owner.

Please note that owners may, within 30 days from this notice, submit to the Board a requisition in writing requiring a meeting of unit owners to consider the rules.

This, therefore, shall serve as the required notice to unit owners, and, unless the Board receives a requisition for a meeting within 30 days, the aforementioned Rules shall become effective as stated above.



ACCOMMODATION DATA

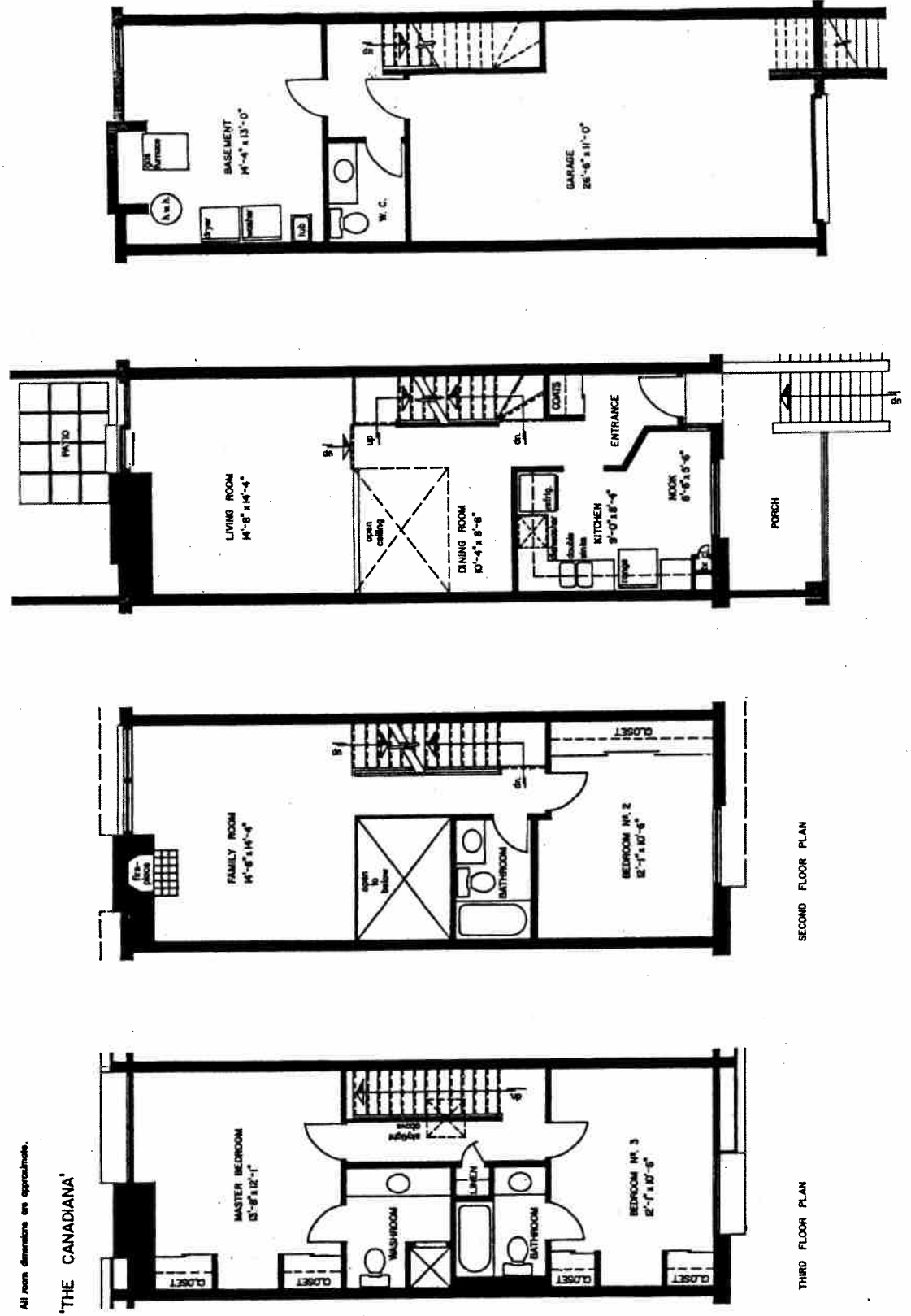
UNIT TYPE C	= 13 units
CR	= 12
D	= 7
DR	= 6
E	= 4
ER	= 4
<b>TOTAL</b>	<b>= 46 units</b>

- Plan 4244  
- Block X

# UNIT TYPE 'C'

All room dimensions are approximate.

## 'THE CANADIANA'



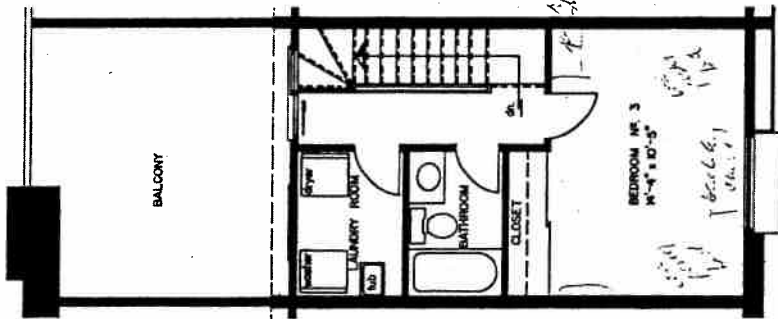
SECOND FLOOR PLAN

THIRD FLOOR PLAN

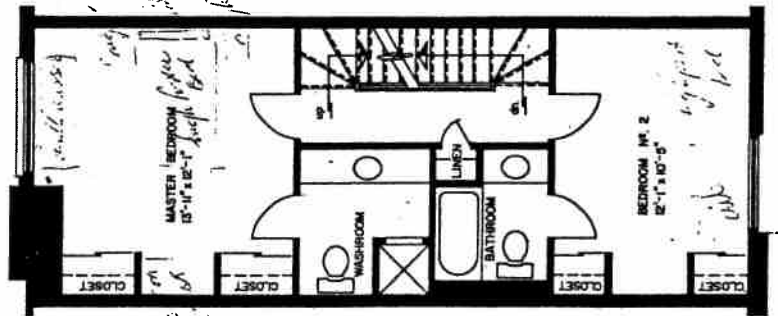
# UNIT TYPE 'D'

All room dimensions are approximate.

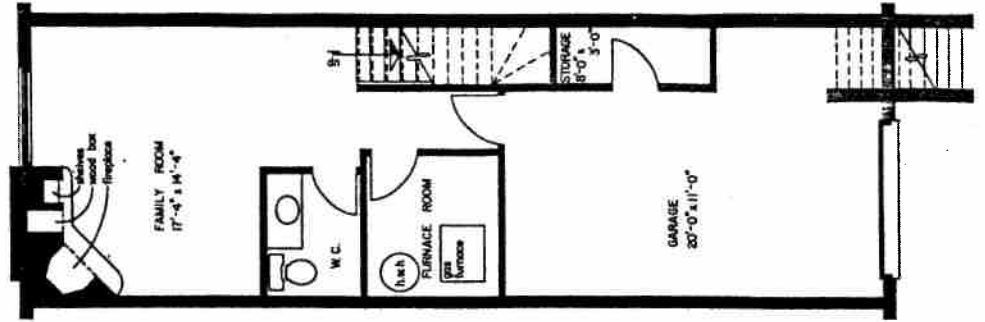
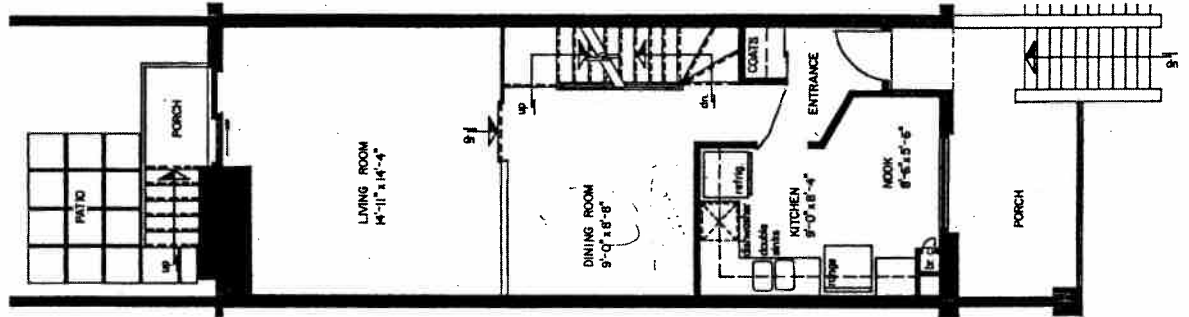
## 'THE DONALDA'



THIRD FLOOR PLAN



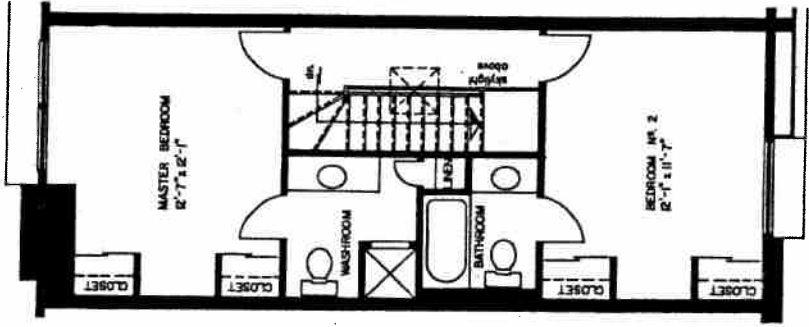
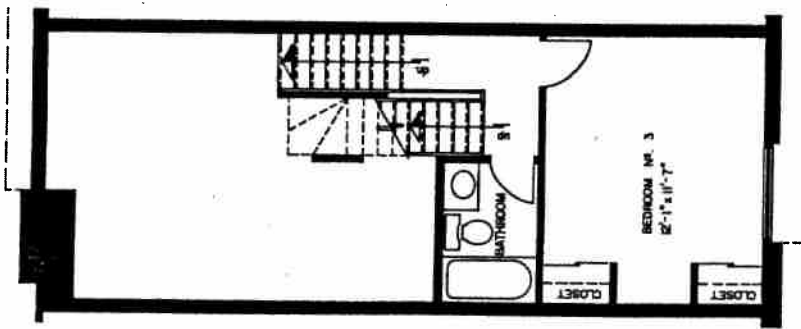
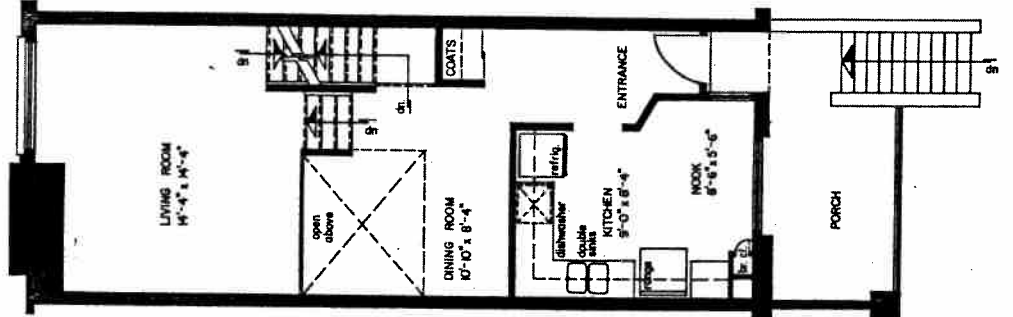
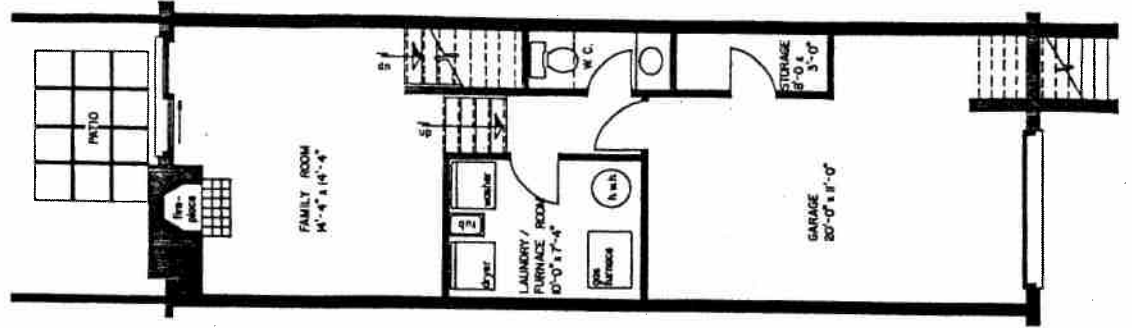
SECOND FLOOR PLAN



# UNIT TYPE 'E'

All room dimensions are approximate.

## 'THE EUROPA'



SECOND FLOOR PLAN

THIRD FLOOR PLAN

SCHEDULE "2"  
TO  
BY-LAW NUMBER 1  
OF  
YORK CONDOMINIUM CORPORATION NO. 523  
ENACTED THE 31ST DAY OF JULY, 1980  
RULES AND REGULATIONS GOVERNING  
THE USE AND OCCUPATION OF UNITS

In addition to the provisions of the Declaration, the use and occupation of the units shall be in accordance with the following restrictions and stipulations:

1. No laundry shall be hung other than on the inside of a unit or in designated areas in the laundry areas of the common elements.
2. No screens, swings or shades shall be erected over and outside of the windows nor shall any garments, rugs, flower pots, or other articles be hung or placed on the window sills, railings and other external parts of the unit.
3. No portion of a unit required by the Declaration to be maintained by the Corporation shall be painted, decorated or otherwise affected by anyone other than the corporation.
4. Nothing may be thrown out of the windows or doors or off the balcony of a unit.
5. The use of and covering of the interior surfaces of all windows whether by drapes, shades or other items visible from the exterior of the unit shall be subject to any reasonable requirements of the board.
6. Each owner shall keep clean the balcony, together with its partition walls, and the basement storage space to which he has exclusive use and possession.
7. No stores of any combustible, inflammable or offensive goods, provisions or materials shall be kept in any unit or basement storage space.
8. No plumbing or electrical repairs or alterations within any unit or within any partition, bearing or party wall, shall be made without the prior written consent of the board.
9. No unit shall be used for professional purposes, such as an office for a doctor, dentist, chiropractor, or lawyer.
10. No electrical or telephone installations shall be erected on or fastened to any unit, or the outside of the building, except as approved by the board.
11. No signs, billboards, notices, or other advertising matter of any kind shall be placed on any part of a unit, without the written consent of the board first being obtained.
12. All electrical appliances or equipment used in any unit shall comply with the applicable regulations of appropriate authorities from time to time in force.
13. No instrument, appliance, equipment or other device shall be used within any unit, which, in the opinion of the board, causes a disturbance or interference with the comfort of other owners.
14. No owner shall cause any noise to be made or anything to be done that will interfere unreasonably with the other owners.
15. No owner shall do anything or permit anything to be done that will increase the risk of fire or the rate of fire insurance on the property or any part thereof.

16. No owner shall do anything or permit anything to be done that is contrary to any statute or municipal by-law or any rules and regulations or ordinances passed under any statute or municipal by-law.
17. All garbage shall be tightly wrapped and tied in accordance with the instruction of the board from time to time, and shall be disposed of together with all other refuse by way of the disposal installations provided for such purposes.

IT IS HEREBY CERTIFIED that the foregoing are the initial Use and Occupation Rules as referred to in BY-law Number One of York Condominium Corporation No. 523.

DATED AT Toronto this 31st day of July, 1980.

YORK CONDOMINIUM CORPORATION NO. 523

by its sole member  
Donigrah Development Corporation

Per:

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President

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Secretary - Treasurer