

OFFICE SCHEDULE

Number YR. 2206877  
CERTIFICATE OF RECEIPT

OCT 28 2014 11:03

YORK REGION  
No. 65  
AURORA

*Jeff Hilbert*  
LAND REGISTRAR

**DECLARATION**

**CONDOMINIUM**

**ACT, 1998**

**YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270**

**NEW PROPERTY IDENTIFIER'S BLOCK 03300-0352**

**RECENTLY: PT LOT 8, CON 7, VGN, VGN**

**PIN: DECLARANT: WYCLIFFE KIPLING LIMITED**

**SOLICITOR: GARFINKLE, BIDERMAN  
L. MITCHELL KAZDAN**

**ADDRESS: DYNAMIC FUND TOWER, SUITE 801, 1 ADELAIDE ST. EAST,  
TORONTO, ONT M5C 2V9**

**PHONE: 416-869-7601 FAX: 416-869-0547**

**No. OF UNITS 67**

**FEES: \$70.00 + (\$5.00 x 67) = 405.00**

THIS DECLARATION is made and executed pursuant to the provisions of the *Condominium Act*, 1998, S.O. 1998, C.19, and the regulations made thereunder, as amended from time to time (all of which are hereinafter collectively referred to as the "Act"), by:

**WYCLIFFE KIPLING LIMITED**

(hereinafter called the "Declarant")

**WHEREAS:**

- A. The Declarant is the owner in fee simple of certain lands and premises situate in the City of Vaughan, in the Regional Municipality of York and being more particularly described in Schedule "A" annexed hereto (herein and hereinafter defined and referred to as the "Lands" or "Property") and in the description submitted herewith by the Declarant for registration in accordance with Section 8 of the Act (hereinafter called the "Description");
- B. The Declarant has constructed buildings upon the Property comprising SIXTY-SEVEN (67) residential units as more particularly described in the Declaration;
- C. The Declarant intends that the Property together with the buildings constructed thereon shall be governed by the Act and that the registration of this Declaration and the Description will create a freehold condominium corporation that constitutes a standard condominium corporation ("Condominium") governed by the Act.

**NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:**

**ARTICLE I  
INTRODUCTORY**

**1.1 Definitions**

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

- (a) "Board" means the Corporation's Board of Directors;
- (b) "Building" means the building in which the Units are situate;
- (c) "By-Laws" means the by-laws of the Corporation enacted from time to time, and each individually is referred to as a "By-Law";
- (d) "City" means the City of Vaughn;
- (e) "Condominium" or "Corporation" means the freehold condominium that is a standard condominium corporation that will be created by the registration of this Declaration in accordance with the Act;
- (f) "Common Elements" shall mean the common elements of the Condominium;
- (g) "Common Expenses" shall mean the common expenses of the Condominium as defined in Section 2.1 and Schedule "E" hereof;
- (h) "Connected Unit" shall have the meaning as defined in subsection 4.1 hereof;
- (i) "Declaration" means this Declaration and all amendments thereto and all schedules referred to herein;
- (j) "Exclusive Use Areas" means those portions of the Common Elements over which Owners shall have the exclusive use of, as specifically outlined in Schedule "F" attached hereto, and each individually is referred to as an "Exclusive Use Area";
- (k) "Governmental Authorities" means the City of Vaughan, the Regional Municipality of York and all other governmental or quasi-governmental authorities or agencies having jurisdiction over the development of the Property;

- (l) "Owners" means the owner or owners of the freehold estate(s) in a Unit but does not include a mortgagee unless in possession and shall individually be referred to herein as an "Owner";
- (m) "Property" means the lands and interests appurtenant to the lands described in Schedule "A" attached hereto and includes any lands or interests appurtenant to the lands that are added to the Common Elements;
- (n) "Rules" means the Rules passed by the Board in accordance with the provisions of the Act;
- (o) "Units" means collectively the Units designated for residential use and each shall be individually referred to as a "Unit"; and
- (p) "Visitor Parking Spaces" shall have the meaning as defined in subsection 3.4 hereof.

#### 1.2 Act Governs the Lands

The Lands described in Schedule "A" annexed hereto and in the Description together with all interests appurtenant to the Lands are governed by the Act.

#### 1.3 Statement Confirming the Type of Condominium Created

The registration of this Declaration and the Description will create a freehold condominium corporation that constitutes a standard condominium corporation.

#### 1.4 Consent of Encumbrancers

The consent of every person having a registered mortgage against the lands or interests appurtenant to the land described in Schedule "A" is contained in Schedule "B" attached hereto.

#### 1.5 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.

Notwithstanding anything set out in Schedule "C" attached, a Unit shall include all pipes, wires, cables, conduits, vents, ducts, all floor joists between floors contained within the Units, mechanical or electrical equipment including all pipes, wires and other fixtures appurtenant thereto whenever located, or similar apparatus including the heating/air-conditioning and ventilation equipment that supply or service that particular Unit only, whether or not same are located within or beyond the Unit boundaries thereof as more particularly set out in Schedule "C".

Notwithstanding anything set out in Schedule "C" attached, a Unit shall exclude all pipes, wires, cables, conduits, vents, ducts, public utility lines used for power, cable television, telephone, water, security system or drainage, which are located within the boundaries of the Unit and which provide such service or utility to another Unit or Units and/or the Common Elements, and all floor joists that separate a Unit from another Unit, or from the Common Elements, roof assembly, all exterior doors and windows, all exterior doors and window frames and all glass panels located therein, and all concrete/concrete block or masonry portions of load bearing walls or columns located within a Unit

#### 1.6 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 in the proportions set forth opposite each Unit number in Schedule "D" attached hereto and shall contribute to the Common Expenses in the proportion set forth opposite each Unit number in Schedule "D" attached hereto. The total of the proportions of the Common Interests and proportionate contribution to Common Expenses shall each be one hundred (100%) percent.

1.7 Address for Service, Municipal Address and Mailing Address of the Corporation

The Corporation's mailing address and address for service shall be:

c/o FirstService Residential  
89 Skyway Ave Suite 200 Toronto M9W 6R4

Attention: Property Manager

or such other address as the Corporation shall determine from time to time.

The municipal address of the Corporation is: 8161, 8171 & 8177 Kipling Avenue, Vaughan, Ontario

1.8 Approval Authority Requirements

There are no conditions that the approval authority (as defined in section 1(1) of the Act) requires this Declaration to include.

1.9 Architect/Engineer Certificates

The certificate(s) of the architect and/or engineer(s) that all Buildings on the Property have been constructed in accordance with the regulations made under the Act is/are contained in Schedule "G" attached hereto.

**ARTICLE II  
COMMON EXPENSES**

2.1 Specification of Common Expenses

The Common Expenses shall comprise the expenses of the performance of the objects and duties of the Corporation and such other expenses, costs and sums of money incurred by or on behalf of the Corporation that are specifically designated as (or collectible as) Common Expenses pursuant to the provisions of the Act and/or this Declaration and without limiting the generality of the foregoing, shall include the specific expenses set out in Schedule "E" attached hereto. Notwithstanding anything provided in Schedule "E" to the contrary, in an effort to ensure the Corporation does not incur large unfunded financial obligations or large indebtedness without the specific consent of the Owners, Common Expenses shall exclude monies required to be raised:

- (a) to pay for any undertaking which costs more than \$25,000.00 and which is not required or contemplated by law, or by the Act, or by any provision in this Declaration or in any of the By-laws of the Corporation, or in any agreement(s) authorized by any By-law; or
- (b) to pay or re-pay the cost of any borrowing of money for or on behalf of the Corporation which is in excess of \$25,000.00, or that increases the indebtedness of the Corporation by more than \$25,000.00, and which is not required or contemplated by any provision in this Declaration or in any By-law of the Corporation, or in any agreement(s) authorized by any By-law

unless such undertaking and its cost, or such borrowing and its cost, as the case may be, have received separate approval by a majority of the Owners who are present, in person or by proxy, at a meeting duly called for the purpose of obtaining such approval.

2.2 Payment of Common Expenses

Each Owner shall pay to the Corporation his or her proportionate share of the Common Expenses and the assessment and collection of contributions toward Common Expenses may be regulated by the Board pursuant to the By-Laws. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any provision of this Declaration, or in any By-Laws or Rules in force from time to time by any Owner, or by members of his or her family and/or their respective tenants, invitees or licensees shall be borne and paid for by such Owner and may be recovered by the Corporation against such Owner in the same manner as Common Expenses.

### 2.3 Reserve Fund

- (a) The Corporation shall establish and maintain one or more reserve funds and shall collect from the Owners as part of their contribution towards the Common Expenses, all amounts that are reasonably expected to provide sufficient funds for major repair and replacement of Common Elements and assets of the Corporation all in accordance with the provisions of the Act; and
- (b) No part of any reserve fund shall be used except for the purpose for which the fund was established. The reserve fund(s) shall constitute an asset of the Corporation and shall not be distributed to any Owner(s) except on termination of the Corporation in accordance with the provisions of the Act.

### 2.4 Status Certificate

The Corporation shall provide a status certificate to any requesting party who has paid (in advance) the applicable fees charged by the Corporation for providing same, in accordance with the provisions of the Act, together with all accompanying documentation and information prescribed by the Act. The Corporation shall forthwith provide the Declarant (and/or any purchaser, transferee or mortgagee of a Unit from the Declarant) with a status certificate and all such accompanying documentation and information, as may be requested from time to time by or on behalf of the Declarant (or by any such purchaser, transferee or mortgagee) in connection with the Declarant's sale, transfer or mortgage of any Unit(s), all at no charge or fee to the Declarant or the person requesting same on behalf of the Declarant.

### 2.5 Consumption of Utility Services

#### (a) Water Services:

- (i) Without limiting the generality of the foregoing provisions of this section, it is expressly understood that the Condominium has been designed and constructed with one bulk meter for water consumption services which will measure and gauge the water service consumed or utilized by all of the Units and all of the Common Element areas in the Condominium, *en bloc*, and the cost of same shall be included in each annual budget of the Condominium and collected from each Owner as part of his or her proportionate share of the Common Expenses.
- (ii) However, in the event check meters are installed to record individual water usage, the following provisions shall apply:
  - (1) Upon the Corporation receiving bulk invoices for the water service utilized or consumed by all such Units and the Common Elements as a whole, from the local utility authorities, pursuant to readings taken by such authorities on a bulk meter basis (hereinafter referred to as the "**Bulk Water Bills**"), the Corporation shall pay the Bulk Water Bills on behalf of all of the respective Owners as and when due. Forthwith following the Corporation's receipt of the Bulk Water Bills from time to time, the Corporation shall cause the check or consumption meters appurtenant to each of the Units to be read, and shall thereafter issue and submit its own separate invoice(s) to each of the Owners, reflecting the cost of the water consumption attributable to each of the Units (with the cost of the water services so attributable to each Owner being hereinafter referred to as such Owner's "**Proportionate Share of Water Consumption**" or "**P.S.W.C.**"). Each Owner shall be obliged to pay to the Corporation his or her P.S.W.C. on or before the tenth (10th) day following receipt of an invoice for same from the Corporation (hereinafter referred to as the "**Due Date**"). In the event that any Owner fails to pay to the Corporation his or her P.S.W.C. on or before the Due Date, then in addition to any other rights, remedies or powers available to the Corporation at common law, by statute, or in equity, the Corporation shall be entitled to:
    - (a) charge and levy interest against such Owner (hereinafter referred to as the "**Defaulting Owner**") on such unpaid P.S.W.C. amount, and on all costs and expenses incurred by the Corporation in collecting (or attempting to collect) same, including all legal expenses incurred by the Corporation on a solicitor-client basis, at a rate equal to

TWENTY-FOUR PERCENT (24%) per annum, calculated monthly not in advance, with interest on the unpaid P.S.W.C. amount commencing to accrue from the Due Date, and with interest on all of the expenses incurred in collecting (or attempting to collect) same commencing to accrue from the respective dates that the Corporation incurred or expended same, and all such interest shall continue to accrue at the aforesaid rate until the date that all of the foregoing amounts are fully paid; and/or

- (b) to the extent permitted by law, add the outstanding amount together with all outstanding interest to the Common Expenses due from such Defaulting Owner and recover same from the Defaulting Owner in the same manner as Common Expenses (with corresponding lien rights in favour of the Corporation as apply to common expense arrears). In connection therewith, the P.S.W.C. shall be deemed to be a common expense, as such term is defined in the Act; and/or
  - (c) maintain and enforce a lien (the "Contractual Lien") against the Defaulting Owner's Unit, as security for the payment of his or her P.S.W.C. amount and all costs and expenses incurred by the Corporation in collecting (or attempting to collect) same, together with all outstanding interest accruing thereon as aforesaid, and the Contractual Lien shall be enforceable by the Corporation in the same manner, and to the same extent, as a real property mortgage or charge, and with all the rights, remedies and powers inherent in (or available to) a mortgagee or chargee when a mortgage or charge of real estate is in default pursuant to the provisions of the Mortgages Act, R.S.O. 1990, as amended, and/or any other applicable statutory provision or common law principle applicable thereto, and in the event that the Land Titles Registrar requires the Corporation (as a prerequisite to the registration and/or enforcement of the said lien) to apply to a court of competent jurisdiction for any order, direction, advice or authorization, then the Corporation shall be entitled to forthwith apply to such court for same, and the Defaulting Owner shall, for all purposes, be deemed to have consented to any such application by the Corporation.
- (2) Any monies received by the Corporation arising from the sale of the Defaulting Owner's Unit pursuant to the Corporation's enforcement of the Contractual Lien shall be applied by the Corporation to the following order of priority, namely:
- (a) firstly, to pay and fully satisfy all encumbrances registered against the Unit which at law have priority over the Contractual Lien, if any;
  - (b) secondly, to pay or reimburse the Corporation for all costs and expenses incurred in connection with its enforcement of the Contractual Lien, and the ultimate sale of the Defaulting Owner's Unit thereby or thereunder, including without limitation, all legal, accounting, advertising, brokerage and other related fees, expenses and disbursements, together with all monies paid to prior encumbrancers in respect of such Unit;
  - (c) thirdly, to pay or reimburse the Corporation for (or in respect of) the Defaulting Owner's P.S.W.C. amount, or such portion thereof as remains unpaid, together with interest amount, or such portion thereof as remains unpaid, together with all outstanding interest charges accrued thereon, as well as interest accrued on the Corporation's expenses incurred in collecting (or attempting to collect) same, all at the aforesaid rate of TWENTY-FOUR PERCENT (24%) per annum, calculated monthly, not in advance;
  - (d) fourthly, to pay and attempt to satisfy the claims of any subsequently registered lienholders, chargees or other encumbrancers (registered against such Defaulting Owner's Unit), in accordance with their respective priorities pursuant to the provisions of the Land Titles Act, R.S.O. 1990, as amended, and of the Act; and

- (e) fifthly, the surplus or residue, if any, shall thereafter be paid to the Defaulting Owner, or to his or her successors and assigns.
- (3) The execution by the Corporation of a certificate confirming that the Corporation does, or does not, maintain or claim a Contractual Lien against a particular Unit pursuant to the foregoing provisions of this section, shall constitute irrefutable evidence and proof of same, and the Corporation shall be obliged to execute such a certificate upon its receipt of a written request for same from the Declarant, any prospective purchaser or mortgagee of any such Unit, the then current registered Owner thereof, or from any other party interested in such information, at a charge, fee or expense to the party so requesting same not exceeding \$100.00 exclusive of HST (but at no charge, fee or expense whatsoever to the Declarant requesting same). Any registered mortgagee, or any purchaser or prospective mortgagee of the Defaulting Owner's Unit shall, upon payment to the Corporation of the full amount secured by the Contractual Lien so maintained by the Corporation pursuant to the foregoing provisions of this section, have the right to receive a full and complete discharge or an absolute assignment of the Contractual Lien, provided that such party must first deliver written notice to the Corporation requesting such discharge or assignment, setting forth a date and time for the delivery of such discharge or assignment (which date shall not be less than TEN (10) days, nor more than THIRTY (30) days following the delivery of such notice), and the exchange of such discharge or assignment for the monies owing to the Corporation therefor to take place in accordance with the provisions of a Document Registration Agreement then in general use in the location of the Property. On the date scheduled for the delivery of the said discharge or assignment, and upon receipt of the full amount secured by the said lien or charge, the Corporation shall electronically execute and release for registration to said party the discharge or assignment of said lien or charge.
- (b) Hydro and Gas Services:
- (i) The Condominium has been designed on the basis that hydro and gas service (such services are referred to collectively as "Utilities" and individually as "Utility") to the Units will be individually metered and the cost of these services will not comprise part of the Common Expenses. The Owners of the Units may be billed either by the Utility companies directly or by the Corporation, in either case, based on the separate utility meters;
- (ii) Where the Owner is billed directly by the Utility company for the use of such service, each Owner shall be responsible to pay the costs of the metered utility service supplied to his/her Unit directly to the Utility company based on the amount of such Utility service supplied as determined by the said meter for his/her Unit and such payment will not be credited against his/her obligation to pay Common Expenses;
- (iii) If for any reason any of the Governmental Authorities require, or a Utility supplier is unable to provide individual meters, the said Utility will be bulk metered and, in such case, the provisions of subsection 2.5(a)(ii) hereof will apply to such bulk hydro and/or gas bills, *mutatis mutandis*.
- (iv) Entry to Units from time to time by any municipal or public utility representative or other personnel authorized by the Corporation for the purposes of installation, repair, maintenance and the reading of meters is hereby authorized. Such work as is required within the Unit or its appurtenant Common Elements as is necessary in order to facilitate the usage and operation of any meter is also permitted.

### ARTICLE III COMMON ELEMENTS

#### 3.1 Use of Common Elements

- (a) Subject to the provisions of the Act, this Declaration, the By-Laws and any Rules, each Owner has the full use, occupancy and enjoyment of the whole or any parts of the Common Elements, except as herein otherwise provided.
- (b) However, save and except as expressly provided or contemplated in this Declaration to the contrary, no condition shall be permitted to exist, and no activity shall be carried on upon any portion of the Common Elements that:
  - (i) will result in a contravention of any term or provision set out in the Act, this Declaration, the By-Laws and Rules of the Corporation and in any agreement(s) authorized by any By-Law;
  - (ii) is likely to damage the property of the Corporation, injure any person, or impair the structural integrity of any Unit or Common Element Area;
  - (iii) will unreasonably interfere with the use and enjoyment by the other Owners of the Common Elements and/or their respective Units; or
  - (iv) may result in the cancellation (or threatened cancellation) of any policy of insurance obtained or maintained by the Corporation, or that may significantly increase any applicable insurance premium(s) with respect thereto, or any deductible portion in respect of such policy.
- (c) No one shall, by any conduct or activity undertaken in or upon any part of the Common Elements, impede, hinder or obstruct any right, privilege, easement or benefit given to any party, person or other entity pursuant to this Declaration, any By-law and/or the Rules.
- (d) No sign, advertisement or notice of any type shall be inscribed, painted, affixed or displayed on the Common Elements except for the Declarant's signs marketing the Condominium or the Units.

#### 3.2 Exclusive Use Common Elements

- (a) Subject to the provisions of the Act, this Declaration, the By-laws and the Rules of the Corporation, the Owners of the Units listed in Schedule "F" shall have the exclusive use and enjoyment of those parts of the Common Elements described in Schedule "F," which are respectively allocated to such Unit(s) (the "Exclusive Use Areas"). The Exclusive Use Areas being enjoyed by such Owner(s) so entitled to same may be regulated by any By-laws or Rules of the Corporation.
- (b) Each Owner, upon the Corporation's request, shall provide to the Corporation or to any of its authorized workmen, servants, agents or contractors, access to and use of the Exclusive Use Areas for the purpose of facilitating the maintenance and repair of any other part of the Common Elements, or any other Unit or any other part of the Building.

#### 3.3 Restricted Access

Without the consent in writing of the Board, no Owner shall have the right of access to those parts of the Common Elements used from time to time as utility areas, building maintenance storage areas, if any, operating machinery, if any or other Common Elements used for the care, maintenance or operation of the Condominium or any part thereof as designated by the Board, from time to time.

#### 3.4 Visitor Parking Spaces

- (a) The Visitor Parking Spaces shall form part of the Common Elements of the Condominium. Unless otherwise authorized by the applicable Governmental Authorities and approved by a majority of the Owners who are present in person or by proxy at a meeting duly called for the purposes of obtaining such approval, there shall be no less than ELEVEN (11) visitor parking spaces located on street



level available to the invitees and guests of the Owners, residents and tenants of the Units and the Declarant, its employees, agents, representatives, contractors, invitees and prospective purchasers (collectively, the "Visitors").

- (b) The Visitor Parking Spaces shall be maintained by the Corporation and shall be used by the Visitors to the Property for the parking of ONE (1) motor vehicle as may be from time to time defined in the Rules of the Corporation (however, save for the exceptions contained herein, in no event may any such spaces be used to park any type of commercial vehicle, truck, trailer, recreational vehicle, motor-home, boat and/or snowmobile or any other such vehicles as the Board may wish to exclude from the Property from time to time) not exceeding 2.4 metres in height, or, alternatively, one or more bicycles, per space and for no other purpose whatsoever. The Visitor Parking Spaces shall be designated as visitor parking by means of clearly visible signs. Notwithstanding the foregoing, the Declarant, its sales and management personnel, agents, sub-trades, invitees and prospective purchasers, may park any and all types of motor vehicles it desires or requires within the Visitor Parking Spaces until such time as title to all Units in the Corporation has been conveyed by the Declarant.
- (c) The Corporation may, from time to time, designate by By-Law or by Rule a certain number of Visitor Parking Spaces in the Common Elements area of the Condominium for use by handicapped persons ("**Disabled Parking Space**"), so long as same is always in compliance with the provisions of all relevant Governmental Authorities and their by-laws, rules, regulations or ordinances. These parking spaces shall form part of the Visitor Parking Spaces and be clearly identified by the International Symbol of Accessibility for Handicapped Persons and may be designated for the disabled.

### 3.5 Garbage/Recycling Collection Area

- (a) The Corporation shall designate and maintain a concrete (or such other material as may be approved by the applicable Governmental Authorities and the Corporation) pad garbage collection area upon the Lands at a location determined by the Corporation and/or the City from time to time, for garbage and recycling (collectively, the "**Refuse Materials**") collection purposes (the "**Garbage Collection Area**") to be used solely by the Owners and their occupants and/or tenants.
- (b) All Owners and their occupants, tenants or anyone else to whom they are responsible for at common law, shall either:
  - (i) in the event the Corporation has arranged for private door-to-door collection of the Refuse Materials, leave all such materials (in those containers or bags deemed acceptable by the Condominium or the City, as applicable, for such Refuse Materials) upon those portions of the Common Elements situate immediately adjacent to their Units designated by the Corporation for the purposes of such collection, on only the scheduled collection day (or days) as specified by the Corporation from time to time, and at no other time or place; or,
  - (ii) in the event the Corporation has not arranged for private door-to-door collection of the Refuse Materials, transport and place all Refuse Materials (in those containers or bags deemed acceptable by the Corporation or the City, as applicable for such Refuse Materials) to the Garbage Collection Area, on only the scheduled collection day (or days) as specified by the Corporation or the City, as applicable from time to time, and at no other time or place.
- (c) Notwithstanding the above, should the Corporation, the City, or any other authority having jurisdiction over such matters, determine, from time to time, that an alternative method of the collection or disposal of Refuse Materials is either necessary or warranted, then, in such case, the Corporation may, by Rule or By-Law, pass alternate provisions for the collection and disposal of such materials, as they may see fit.
- (d) Other than as specified above, no Owner, occupant or tenant of any Unit will leave, place, store or transport Refuse Materials anywhere else upon the Common Elements at any other time.

### 3.6 Modifications of Common Elements, Assets and Services

#### (a) **General Prohibition**

No Owner shall make any change or alteration to the Common Elements whatsoever, including any installation(s) thereon, nor alter, decorate, renovate, maintain or repair any part of the Common Elements (except for maintaining those parts of the Common Elements which he or she has a duty to maintain in accordance with the provisions of this Declaration, By-laws and/or Rules) without obtaining the prior written approval of the Board and having entered into an agreement with the Corporation in accordance with Section 98 of the Act.

#### (b) **Non-Substantial Additions, Alterations and Improvements by the Corporation**

The Corporation may make a non-substantial addition, alteration, or improvement to the Common Elements, a non-substantial change in the assets of the Corporation or a non-substantial change in a service that the Corporation provides to the Owners in accordance with subsections 97(2) and (3) of the Act.

#### (c) **Substantial Additions, Alterations and Improvements by the Corporation**

The Corporation may, by a vote of Owners who own at least sixty-six and two-thirds (66-2/3%) percent of the Units make a substantial addition, alteration or improvement to the Common Elements, a substantial change in the assets of the Corporation or a substantial change in a service the Corporation provides to the Owner in accordance with subsections 97 (4), (5) and (6) of the Act.

#### (d) **Board's Discretion**

For the purposes of this paragraph, the Board shall decide whether any addition, alteration or improvement to or renovation of the Common Elements, or any change to the assets of the Corporation, is substantial.

### 3.7 Declarant Rights

Notwithstanding anything provided in this Declaration to the contrary, and notwithstanding any Rules or By-laws of the Corporation hereafter passed or enacted to the contrary, it is expressly stipulated and declared that:

- (a) the Declarant or a subsidiary body corporate, holding body corporate or affiliated body corporate of the Declarant and its authorized agents, representatives and/or invitees shall have free and uninterrupted access to and egress from the Common Elements, for the purposes of implementing, operating and/or administering the Declarant's: (i) construction obligations, including without limiting the generality of the foregoing, in order for it to comply with all site plan agreement and condominium development agreement obligations with any of the Governmental Authorities, including the right to clean all storm and sanitary sewers, water facilities and any other electrical and mechanical services constructed and or installed by the Declarant within the Condominium in accordance with such agreements; and/or (ii) any other repair or modifications to any of the Common Elements on such lands if required by Governmental Authorities from time to time; and/or (iii) any other outstanding construction related matters; and/or (iv) any and all marketing, sale, customer-service program(s) as required by the Declarant from time to time with respect to any unsold Units within the Condominium;
- (b) the Declarant or a subsidiary body corporate, holding body corporate or affiliated body corporate of the Declarant and its authorized agents or representatives shall be entitled to erect and maintain signs, banners, flags and displays for marketing/sale purposes, as well as model suites and one or more offices for marketing, sales, construction and/or customer-service purposes, upon any portion of the Common Elements, and within or outside any unsold Units and within and at such other locations and having such dimensions as the Declarant may determine in its sole and unfettered discretion, all without any charge to the Declarant for the use of the space(s) so occupied, nor for any utility services (or any other usual or customary services) supplied thereto or consumed thereby,

nor shall the Corporation (or anyone else acting on behalf of the Corporation) prevent or interfere with the provision of utility services (or any other usual or customary services) to the Declarant's marketing/sales/construction/customer-service office(s) and said model suites; and

- (c) the Corporation shall ensure that no actions or steps are taken by anyone which would prohibit, limit or restrict the access and egress of the Declarant or a subsidiary body corporate, holding body corporate or affiliated body corporate of the Declarant and its authorized agents, representative and/or invitees in and over the Common Elements of the Corporation.

### 3.8 Pets

No animal, livestock or fowl, other than those household domestic pets, as defined in Subsection 4.1(d), are permitted to be on or about the Common Elements, including the exclusive use Common Elements, except for ingress to and egress from a Unit. All dogs and cats must be kept under personal supervision and control and held by leash at all times during ingress and egress from a Unit and while on the Common Elements. Notwithstanding the generality of the foregoing, no pet deemed by the Board, in its sole and absolute discretion, to be a danger or nuisance to the residents of the Corporation, is permitted to be on or about the Common Elements.

## ARTICLE IV UNITS

### 4.1 General Restrictions

The occupation and use of the Units shall be in accordance with the following restrictions and stipulations:

- (a) No Unit shall be occupied or used by an Owner or anyone else, in such a manner as is likely to damage or injure any person or property (including any other Units or any portion of the Common Elements); or in a manner that will impair the structural integrity, either patently or latently, of the Units and/or Common Elements; or in a manner that will unreasonably interfere with the use or enjoyment by other Owners of the Common Elements or their respective Units; or that may result in the cancellation or threat of cancellation of any insurance policy referred to in this Declaration; or that may increase any insurance premiums with respect thereto; or in such a manner as to lead to a breach by an Owner or by the Corporation of any provisions of this Declaration, the By-Laws, any agreement authorized by By-Law, and/or the Rules. If the use made by an Owner and/or by such Owner's residents, tenants, employees, invitees or licensees, or by anyone else for whose actions such Owner is responsible at law or in equity, other than the Declarant (except as is contemplated in this Declaration or in the By-Laws, or in any agreement authorized by By-Law), causes injury to any person or causes latent or patent damage to any of the Units or to any part of the Common Elements or results in the payment of a deductible or the premiums or deductible amount of any insurance policy obtained or maintained by the Corporation being increased, or results in such policy being canceled, then such Owner shall indemnify and save harmless the Corporation from and against all costs, claims, damages and/or liabilities that the Corporation may suffer or incur as a consequence thereof and shall be personally liable to pay and/or fully reimburse the Corporation for all costs incurred in the rectification of the aforesaid damages, and for such increased portion of the insurance premiums so payable by the Corporation (as a result of such use) and such Owner shall also be liable to pay and/or fully reimburse the Corporation for all other costs, expenses and liabilities suffered or incurred by the Corporation as a result of such breach of the foregoing provisions of this subparagraph and such Owner shall pay with his or her next monthly contribution towards the Common Expenses after receipt of a notice from the Corporation, all increases in premiums in respect of such policy or policies of insurance. All payments pursuant to this clause are deemed to be additional contributions towards Common Expenses and recoverable as such.
- (b) Each Owner shall comply, and shall require all residents, occupants, tenants, invitees, servants, agents, contractors and licensees of his or her Unit to likewise comply with the Act, the Declaration, the By-Laws, all agreements authorized by the By-laws and the Rules.

- (c) No one shall, by any conduct or activity undertaken in or upon any part of any Unit, impede, hinder or obstruct any right, privilege, easement or benefit given to any party, person or other entity pursuant to (or by virtue of) this Declaration, any By-law of the Corporation, and/or any agreement(s) authorized by any By-law of the Corporation.
- (d) No animal, livestock or fowl of any kind other than two (2) general household domestic pets, being cats, dogs, canaries, budgies, or other small caged birds, or an aquarium of goldfish or tropical fish, shall be kept or allowed in any Unit. No pet, which is deemed by the Board or the property manager, in its absolute discretion, to be a nuisance or danger to residents of the Condominium shall be kept by any Owner in any Unit. Such Owner shall, within two (2) weeks of receipt of a written notice from the Board requesting the removal of such pet, permanently remove such pet from the Property. No breeding of pets for sale or otherwise shall be carried on, in or around any Unit.
- (e) Save as otherwise provided in this Declaration to the contrary, no Owner other than the Declarant shall make any structural change or alteration in or to any Unit, and without limiting the generality of the foregoing, to any boundary wall, load-bearing partition wall or floor, without the written consent of the Board. Any changes whether or not of a nature requiring the approval of the Board shall be made in accordance with the provisions of all relevant Governmental Authorities and their by-laws, rules, regulations or ordinances and if the approval of the Board is required, in accordance with the conditions, if any, of such approval by the Board.
- (f) For the purpose of this subparagraph, "Vertical/Horizontal Party Wall" means a vertical or horizontal wall constructed along the boundary between two (2) Units as shown in the Description as a vertical or horizontal plane. Where and to the extent that concrete, concrete block or masonry portions of walls/floors/ceilings or columns located within the are not load-bearing walls or columns, and contain no service conduits that service any other Unit or the Common Elements, an Owner of two (2) Units sharing such Vertical/Horizontal Party Wall may, with prior written consent of the Board, subject to those provisions and/or conditions to its consent, including, without limitation, similar prerequisites as contemplated in 4.1(g) hereof, in connection with such work, remove or alter along all or part of those portions of the vertical or horizontal boundaries of each of such adjoining Units shown in the Description as a line or plane, any Vertical/Horizontal Party Wall between the two Units, or any soundproofing or insulating material within the Vertical/Horizontal Party Wall (and, in such instance, each of the Units will then be deemed to be a "Connected Unit" for the purposes of Subsection 4.2 hereof). Notwithstanding the provisions of this subparagraph, the adjoining Units affected thereby shall still constitute two separate Units, as illustrated in the description filed concurrently herewith, and all obligations of the Owner of the said two adjoining Units, whether arising under the Act, the Declaration, the By-laws or the Rules of the Condominium (or any agreements) authorized by any By-law) shall remain unchanged. Where any Vertical/Horizontal Party Wall has been so removed, the Owner of Connected Units may thereafter resurrect or reconstruct said wall, without having to obtain the prior consent of the Board, provided such reconstruction work complies with the original specifications with respect thereto and provided further that the said Vertical/Horizontal Party Wall is erected in the exact same location as originally constructed by the Declarant, as illustrated and delineated in the description filed concurrently herewith, with the final siting and relocation of such wall to be certified to the Board by an accredited Ontario Land Surveyor, all without any cost, charge or expense to the Corporation provided that in all cases all such work (including all the above contemplated demolition, construction, alteration, reconstruction, etc.) complies with all applicable by-laws, rules, regulations, ordinances, and any other requirements of the Governmental Authorities.
- (g) An Owner of a Unit, in effecting any changes or alterations to any Unit, whether or not of a nature requiring the consent of the Board shall comply with the following requirements:
  - (i) that copies of all plans and specifications are first delivered to the Board from a qualified architect or engineer licensed to practice in the Province of Ontario showing in complete detail the proposed alteration, change or removal work and illustrating in sufficient detail, the manner in which any

servicing equipment apparatus or systems and any other until and/or any portion of the Common Elements may be affected;

- (ii) that the Owner in effecting such alteration, change or removal complies with the provisions of all statutes, by-laws, rules, regulations, ordinances and any other requirements of all applicable Governmental Authorities;
- (iii) the Board, acting reasonably, is satisfied that the use made by other Unit Owners and/or the Corporation or the Units and Common Elements will not be unduly or unreasonably altered, disturbed or interfered with by such alteration or removal work and that such work will not unduly affect the structural integrity of any Unit or the Common Elements nor will adversely interfere with the electrical, heating or other mechanical fixtures, equipment or systems servicing other Units or the Common Elements and, in this regard, the Board may require the payment of a cash deposit or the positing of a letter of credit or other sufficient or satisfactory security be made to it, to secure any of the obligations or matters described or referred to in this subparagraph;
- (iv) that adequate measures are taken so that any noise, vibration or interference caused to any other Owners arising from the proposed alteration or removal work is minimized to the greatest extent possible;
- (v) that such Owner seeking to effect such alteration, change or removal work agrees to indemnify and save the Corporation harmless from and against any and all costs, expenses, damages, claims, liabilities or liens which the Corporation may suffer or incur as a result of or in connection with such alteration or removal work and to execute such other and further assurances as the Board may reasonably require in connection therewith;
- (vi) prior to the commencement of any alteration, change, or removal work or related activity, the Owner shall take out and keep in full force and effect in the name of the Owner and the Corporation, as and to the extent their respective interests may appear, public liability and property damage insurance including any other form of insurance required by the Board. Such policies shall be written on a comprehensive basis with inclusive limits of not less than TWO MILLION DOLLARS (\$2,000,000.00) for bodily injury to any one or more person, and property damage and contain a severability of interest clause and a cross liability clause. The Owner shall prior to the commencement of any alteration, or removal, work or related activity, deliver to the Corporation a certificate of such insurance; and
- (vii) prior to the commencement of any such alteration, change or removal work or related activity, the Owner shall provide the Board with evidence satisfactory to the Board that the said Owner has obtained, at its expense, all necessary consents, permits, licenses and inspections from all Governmental Authorities or other regulatory bodies having jurisdiction; and such Owner shall pay to the Corporation, on demand, all fees and expenses charged or incurred by the Corporation, or any architect, surveyor, engineer or other consultant or professional it retains in order to review and approve any of the aforesaid plans and specifications and/or the final construction in this subsection.

#### 4.2 Restrictions on Connected Units

- (a) No Connected Unit shall be sold, leased, transferred, assigned or otherwise conveyed to any party, save and except in conjunction with the concurrent sale, lease, transfer, assignment or conveyance to the same party of the Connected Unit to which it is connected.
- (b) Any instrument or other document purporting to effect a sale transfer, lease, assignment or other conveyance of a Connected Unit in contravention of any of the foregoing shall be automatically null and void and no force or effect whatsoever.

#### 4.3 Declarant's Rights to Effect Changes to Units

Notwithstanding anything provided in this Declaration and specifically within this Article 4 to the contrary, and notwithstanding any Rules or By-laws of the Corporation hereafter passed or enacted to the contrary, it is expressly stipulated and declared that the Declarant shall not be subject to any of the procedures, restrictions, obligations, approvals, etc. respecting changes or alterations the Declarant wishes to effect on any Unit or Connected Unit, which remain owned by the Declarant, it being understood the Declarant shall be free to alter all such Units at its own sole and unfettered discretion, without notice and without need of consent or approval by the Board, for so long as the Declarant owns such Units.

#### 4.4 Leasing of Units

##### Notification of Lease:

- (a) In accordance with the provisions of section 83 of the Act, where the Owner leases his or her Unit, or renews a lease in respect of his or her Unit, the Owner shall, within THIRTY (30) days of entering a lease or any renewal thereof:

- (i) Notify the Corporation in writing that the Unit has been leased;
- (ii) provide the Corporation with the lessee's name, the Owner's address for service and notice and a copy of the lease or renewal or a summary of it in accordance with Form 5 as prescribed by Section 40 of Regulation 49/01, as amended from time to time; and
- (iii) provides the lessee with a copy of the Declaration, By-Laws and Rules of the Corporation.

- (b) In addition to the foregoing requirements, no Owner (other than the Declarant) shall lease his or her Unit unless, prior to commencement of the lease, such Owner delivers to the Corporation a written agreement signed by the proposed tenant containing a covenant in favour of the Corporation as follows:

"I acknowledge and agree that I, my family and other members of my household, my guests and our invitees shall, in using and occupying the Unit rented by me and the common elements, strictly comply with all of the terms and provisions of the *Condominium Act* (Ontario), as amended, the Declaration, the By-laws, and all Rules and regulations of the Condominium Corporation and will be subject to the same duties imposed by the above as if I were a Unit Owner, except for payment of Common Expenses, unless otherwise provided by the *Condominium Act* (Ontario), as amended. However, in the event that I am notified in writing by the Condominium Corporation that the landlord/owner of the Unit which I am renting is in default of payment of Common Expenses with respect to such Unit and said notice requires me, as tenant, to pay same to the Condominium Corporation, I hereby acknowledge and agree that I shall then forthwith pay to the Condominium Corporation the said outstanding amounts owing for Common Expenses, together with all outstanding interest accruing thereon pursuant to the provisions of the Declaration, provided that any amounts so paid shall be deemed a payment under my lease. In the event that I breach my obligations, I acknowledge that the Corporation may bring action to terminate my tenancy."

- (c) No tenant shall be liable for the payment of Common Expenses unless notified by the Corporation that the Owner is in default of payment of Common Expenses, in which case the tenant shall deduct, from the rent payable to the Owner, the Owner's share of the Common Expenses and shall pay the same to the Corporation.
- (d) Any Owner leasing his/her Unit shall not be relieved thereby from any of his/her obligations with respect to the Unit, which shall be joint and several with his/her tenant. Each Owner shall require all residents of, and visitors to, the Owner's Unit to comply with the Act, the Declaration, the By-Laws and the Rules and shall be responsible to the Corporation for any breaches committed by such persons.

- (e) If a lease of the Unit is terminated and not renewed, the Owner shall notify the Corporation in writing within seven days of the tenant vacating or abandoning the Unit or within seven (7) Days of ceasing to rent his/her unit.

## ARTICLE V MAINTENANCE AND REPAIRS

### 5.1 Repairs and Maintenance by Owner

- (a) Save as otherwise specifically provided in the Declaration to the contrary, each Owner shall maintain his or her Unit, and subject to the provisions of this Declaration and Section 90 of the Act, each Owner shall repair his or her Unit after damage, all at his or her own expense. Unless the context states otherwise, any obligation to maintain, shall include an obligation to clean, but not include an obligation to repair, other than in accordance with this Declaration and specifically Section 5.2 herein. Without limiting the generality of the foregoing, each Owner shall maintain and repair and/or replace the following items within his/her Unit as the context permits:
- (i) the interior surface of doors which provide the means of ingress and egress from his or her Unit and repair damage to those doors caused by the negligence of the Owner, residents, family members, guests, visitors, tenants, licensees or invitees to his or her Unit;
  - (ii) the interior surface of all windows in his or her Unit and interior and exterior surfaces of all windows and window sills contiguous to his or her Unit and/or which are accessible by a patio, if applicable; and shall repair any door bells, door locks, electric light fixtures and replace light bulbs within the Unit; and shall be responsible for the costs incurred by the Corporation to repair damage to those windows, window screens, door screens and door cranks caused by the negligence of the Owner, residents, family members, guests, visitors, tenants, licensees or invitees to the Unit;
  - (iii) heating, air-conditioning (if applicable), ventilation and electrical systems, including regularly scheduled inspections of all such equipment;
  - (iv) plumbing systems, toilets, bathtubs, sinks, tiles, shower fans, ceiling and exhaust fans and fan motors and other fixtures;
  - (v) all pipes, wires, cables, conduits, ducts, smoke and/or carbon monoxide detectors and mechanical or similar apparatus, that supplies any service to his or her Unit only;
  - (vi) all exhaust fans and fan motors located in the kitchen and bathroom areas of his or her Unit or adjacent Common Elements and services to the Unit;
  - (vii) all pipes, wires, cables, conduits, ducts, meters or similar apparatus used for electricity, cable television (if applicable), telephone, water, storm and sanitary sewers which are located within the boundaries of and service the Unit;
  - (viii) the locking systems and hardware on all doors;
  - (ix) all interior light fixtures;
  - (x) all improvements or additions made to the Owner's Unit;
  - (xi) with respect to all Exclusive Use Areas, the Owner of each Unit shall be solely responsible for: (a) maintaining its Exclusive Use Areas in a neat and clean condition; (b) the maintenance of the hard and soft landscaping materials (if any) originally installed thereon by the Declarant (including plants, soil materials, stones, etc.); and, (c) the removal of all snow and ice which may accumulate upon the Exclusive Use Areas. Any damage caused to the Exclusive Use Areas, any Unit, the Building, or any other



part of the Common Elements as a result of such maintenance work done or failed to be done, shall be repaired at the sole cost and expense of the said Owner; and

- (xii) each Owner shall maintain his/her Unit in a clean and neat condition.
- (b) Each Owner shall be solely responsible for the cost of maintaining, repairing and replacing all mechanical, electrical, heating, cooling, refrigeration and plumbing equipment, fixtures and systems (including air handler and condenser, hot water tank and heat exchange) servicing his/her respective Unit, and all appurtenances thereto, which provide power or any other service exclusively to his/her Unit (regardless of whether such equipment, fixtures and systems lie within or beyond the boundaries of such Unit, as monumented in Schedule "C" of this Declaration), provided if access is required to any other Unit in order to allow an Owner to cause such maintenance, repair and/or replacement from time to time on an infrequent basis as possible, other than in an emergency, each Owner shall be obligated to cooperate in a reasonable and practical manner with the affected Owner, and if required as determined by the Board, to allow the Corporation or another affected Owner as authorized by the Board, access to his or her Unit to effect such maintenance repair and/or replacement.
- (c) The Corporation shall make any repairs that an Owner is obliged to make pursuant to this Subparagraph 5.1 that the Owner does not make within a reasonable time and, in such an event, the Owner shall be deemed to have consented to having said repairs done by the Corporation and the Owner shall reimburse the Corporation in full for the cost of such repairs, including any legal or collection costs incurred by the Corporation to collect the costs of such repairs, and all such sums of money shall bear interest at the rate of TWENTY-FOUR (24%) PER CENT per annum, until paid. The Corporation may collect all such sums of money in such instalments as the Board may decide upon. All costs, charges and expenses including solicitor's costs, on the basis of costs between a solicitor and the solicitor's own client, incurred by the Corporation in enforcing its rights against an Owner, arising from the Act, the Declaration, the By-Laws, the Rules or otherwise, including the costs of bringing an application under the Act for such purpose, shall be payable by the Owner to the Corporation. The instalments shall form part of the monthly contributions towards the Common Expenses of such Owner after the Corporation has given written notice thereof. All such payments are deemed to be additional contributions towards the Common Expenses and recoverable as such.

## 5.2 Responsibility of Owner for Damage

In addition to the other provisions of this Declaration respecting an Owner's responsibility for damage, each Owner shall be responsible for all damage to any and all other Units and to the Common Elements, which is caused by the failure of the Owner, his or her residents, family members, guests, visitors, tenants, licensees or invitees to his or her Unit, to so maintain and repair his or her Unit and such parts of the Common Elements for which he/she is responsible, or is caused by the negligence, wilful misconduct or failure to maintain and repair the Owner's Unit as required by the Act or this Declaration as a result of any breach of the Act, the Declaration, the By-Laws or the Rules by the Owner, his or her residents, family members, guests, visitors, tenants, licensees or invitees, save and except for any such damage for which the cost of repairing same may be recovered under any policy of insurance held by the Corporation. In the event that any insurance proceeds payable to the Corporation or to any Owner are reduced by the amount of a deductible and the loss giving rise to such payments was occasioned by the failure, breach, act or omission of an Owner, as set out above, then such Owner shall be liable to the Corporation for the amount of such deductible.

## 5.3 Repair and Maintenance by Corporation

- (a) Save as otherwise specifically provided in this Declaration to the contrary, the Corporation shall maintain and repair after damage, the Common Elements, including, without limitation, the exterior doors, exterior window frames, window glazing, exterior lights, porches, patios, indoor parking spaces, outdoor parking spaces, balconies, decks, exterior railings, retaining planters, all paved drive areas, the Garbage Collection Area, any fences or retaining wall(s) provided by the Declarant and all exterior painting, other than if such damage is caused by the negligence, wilful misconduct or failure to maintain



and repair any portion of the Owner's Unit as required by the Act or this Declaration or as a result of any breach of the Act, the Declaration, the By-Laws or the Rules by the Owner, his or her residents, tenants, licensees, or invitees, save and except for any such damage for which the cost of repairing same may be recovered under any policy of insurance held by the Corporation. Subject to the provisions of the Declaration and Section 90 of the Act, in such case, each Owner shall repair his/her Unit after damage, all at his/her own expense. Each Owner shall be responsible for damage to any other Unit or to the Common Elements which is caused by the Owner or by those for whom he is by law responsible or caused by the failure of the Owner to so maintain and repair his/her Unit.

- (b) Save as otherwise specifically provided in this Declaration to the contrary, the Corporation shall maintain, and repair after damage, the Common Elements, including the Visitor Parking Spaces, other than any additional improvements to and/or any facilities, services or amenities installed by any Owner upon any portion of the Common Elements. In order to maintain a uniformity of appearance throughout the Condominium, the Corporation's duty to maintain and repair shall extend to all exterior surfaces of doors which provide access to the Units, exterior door frames, exterior window frames and all exterior window and glass surfaces, and any exterior perimeter fences erected by the Declarant along the boundaries of the Property.
- (c) The Corporation shall maintain and repair the Common Elements and shall be responsible for the maintenance and repair of exclusive use Common Elements; however, the Corporation shall not be responsible for the maintenance and repair of those parts of the Common Elements which are required to be maintained and repaired by the Owners pursuant to this Article V.

## ARTICLE VI INDEMNIFICATION

### 6.1 Indemnification by Owner

Each Owner shall indemnify and save the Corporation harmless from and against any loss, cost, damage, injury or liability which the Corporation may suffer or incur resulting from (or caused by) any deliberate or wilful act or omission, or any negligent act or omission, of such Owner (or of any resident, tenant, invitee or licensee of such Owner's Unit invitees or of anyone else for whose actions or omissions such Owner is in law responsible) affecting the Common Elements (or any portion thereof), the Owner's Unit and/or any other Unit(s), except for any loss, cost, damage, injury or liability insured against by the Corporation and for which proceeds of insurance sufficient to cover any such loss, cost, damage, injury or liability are paid or payable directly to (or for the benefit of) the Corporation. All payments to be made by any Owner pursuant to this section shall be deemed to be additional contributions toward the Common Expenses payable by such Owner, and shall be recoverable as such (with corresponding lien rights in favour of the Corporation similar to the case of common expense arrears). Without limiting the generality of the foregoing, and notwithstanding anything contained in this declaration to the contrary, all costs and expenses (including the Corporation's insurance deductible, if applicable, and all legal fees on a solicitor and his/her own client basis, as well as all applicable disbursements) incurred by the Corporation by reason of any breach of any provision(s) of the Act, this Declaration, any By-laws and/or Rule(s) of the Corporation in force from time to time (including a breach of any agreement binding upon the Corporation and expressly authorized or ratified by any By-law of the Corporation), or by reason of any damage or injury occasioned to any Unit(s) or any portion of the Common Elements, committed by any Unit Owner (or by any resident(s) of such Owner's Unit, and/or by said Owner's respective tenants, invitees or licensees, or by anyone else for whose actions or omissions such Owner is in law responsible) shall be fully borne and paid for by (and shall ultimately be the sole responsibility of) such Owner, and such Owner shall accordingly be obliged to forthwith reimburse the Corporation for the aggregate of all such costs and expenses so incurred, failing which same shall be deemed for all purposes to constitute an additional contribution towards the Common Expenses payable by such Owner, and shall be recoverable as such with corresponding lien rights in favour of the Corporation against such Owner's Unit, similar to the case of common expense arrears.

## ARTICLE VII INSURANCE

### 7.1 By the Corporation

The Corporation shall obtain and maintain to the extent obtainable, at reasonable cost, the following insurance, in one or more policies:

#### (a) "All Risk" Insurance

Insurance against "all risks" (including fire and major perils as defined in the Act) as is generally available from commercial insurers in a standard "all risks" insurance policy and insurance against such other perils or events as the Board may from time to time deem advisable, insuring:

- (i) the Property and Buildings, but excluding improvements and betterments made or acquired by an Owner; and
- (ii) all assets of 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, and of the Units and Common Elements, without deduction for depreciation. This insurance may be subject to a loss deductible clause as determined by the Board from time to time, and which deductible shall be the responsibility of the Corporation in the event of a claim with respect to the Units and/or the Common Elements (or any portion thereof), provided however that if an Owner, tenant or other person residing in or visiting a Unit with the knowledge or permission of the Owner, through an act or omission causes damage to such Unit or to any other Unit(s), or to any portion of the Common Elements, in those circumstances where such damage was not caused or contributed by any act or omission of the Corporation (or any of its directors, officers, agents or employees), then the amount which is equivalent to the lesser of the cost of repairing the damage and the deductible limit of the Corporation's insurance policy shall be added to the Common Expenses payable in respect of such Owner's Unit as applicable.

#### (b) Public Liability Insurance

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 TWO MILLION (\$2,000,000.00) DOLLARS per occurrence and without right of subrogation as against the Corporation, its directors, officers, 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.

#### (c) Boiler, Machinery and Pressure Vessel Insurance

Insurance against the Corporation's liability arising from the ownership, use or occupation, by or on its behalf of boilers, machinery, pressure vessels and motor vehicles, if and as applicable, to the extent required as the Board may from time to time deem advisable.

#### (d) Policy Provisions

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 all mortgagee endorsements subject to the provisions of the Act, this Declaration and the Insurance Trust Agreement, if applicable) and shall contain the following provisions:

- (i) waivers of subrogation against the Corporation, its directors, officers, manager, agents, employees and servants and against the Owners, and the Owners' respective residents, tenants, invitees or licensees, except for damage arising from arson, fraud, vehicle impact, vandalism or malicious mischief caused by any one of the above;

- (ii) 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 any Insurance Trustee;
- (iii) waivers of the insurer's obligation to repair, rebuild or replace the damaged property in the event that after damage the government of the Property is terminated pursuant to the Act;
- (iv) waivers of any defence based on co-insurance (other than a stated amount co-insurance clause); and
- (v) waivers of any defence based on any invalidity arising from the conduct or act or omission of or breach of a statutory condition by any insured person.

## 7.2 General Provisions

- (a) The Corporation, its Board and its officers shall have the exclusive right, on behalf of itself and as agents for the Owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation, and to give such releases as are required, and any claimant, including the Owner of a damaged Unit, shall be bound by such adjustment. Provided, however, that the Board may in writing, authorize any Owner, in writing, to adjust any loss to his or her Unit;
- (b) Every mortgagee shall be deemed to have agreed to waive any right to have 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. This subparagraph 7.2(b) shall be read without prejudice to the right of any mortgagee to exercise the right of an Owner to vote or to consent if the mortgage itself contains a provision giving the mortgagee that right;
- (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 who has notified the Corporation of its interest in any Unit. Renewal certificates or certificates of new insurance policies shall be furnished to each Owner and to each mortgagee noted on the Record of the Corporation who have requested same. The master policy for any insurance coverage shall be kept by the Corporation, available for inspection by any Owner or mortgagee on reasonable notice to the Corporation;
- (d) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation. No insured shall be entitled to direct that the loss shall be payable in any manner other than as provided in the Declaration and the Act;
- (e) Where insurance proceeds are received by the Corporation or any other person rather than the Insurance Trustee, if any, they shall be held in trust and applied for the same purposes as are specified otherwise in Article VIII; and
- (f) Prior to obtaining any new policy or policies of insurance and/or at such other time as the Board may deem advisable or also upon the request of a mortgagee or mortgagees holding mortgages on fifty (50%) per cent or more of the combined total of all Units and in any event, at least every three (3) years, the Board shall obtain an appraisal from an independent qualified appraiser of the full replacement cost of the assets for the purpose of determining the amount of insurance to be effected and the cost of such appraisal shall be a common expense.

## 7.3 By the Owner

It is acknowledged that the insurance described in the foregoing provisions of this Declaration constitutes the only insurance coverage required to be obtained and maintained by the Corporation, and that the following insurance is strongly recommended to be obtained by each Owner, at his or her sole cost and expense, namely:

- (a) Insurance on any additions or improvements made to the Owner's Unit (to the extent that same are not included as part of the standard Unit for the class of Unit to which

the Owner's Unit belongs, and correspondingly not covered by the insurance obtained and maintained by the Corporation), together with insurance on any furnishings, fixtures, equipment, decorating and personal property and chattels of the Owner contained within his or her Unit, as well as such Owner's personal property and chattels stored elsewhere on the Property, including his or her automobile(s) and/or bicycle(s), as well as insurance for the loss of use and occupancy of the Owner's Unit in the event of damage. Without limiting the generality of the foregoing, no floor coverings whatsoever (whether originally installed by or on behalf of the Declarant or otherwise) will be included within the standard unit, and accordingly the only flooring that will be insured by the Corporation's master insurance policy will be the concrete floor slab of each unit. Each Owner will therefore be responsible for fully insuring his or her own flooring (whether constituting marble, granite, limestone, ceramic tile, hardwood, broadloom, porcelain tile, or any other type of tiling, carpeting, natural or artificial wood, or other flooring whatsoever, in whole or in part) that has been installed. Such policy or policies of insurance shall contain waivers of subrogation against the Corporation and its directors, officers, managers, agents, employees and designated representatives from time to time, and against all other Unit Owners (and any residents, tenants, invitees or licensees of such other Units), except for any damage arising from or in connection with any vehicle impact, arson, fraud, vandalism or malicious mischief caused or contributed by any of the aforementioned parties or individuals;

- (b) Public liability insurance, covering the liability of any Owner (including any resident, tenant, invitee or licensee of such Owner's Unit), to the extent that any damage occasioned to any other Units or to the Common Elements is not covered by any public liability and/or property damage insurance obtained and maintained by the Corporation;
- (c) Insurance covering additional living expenses incurred by an Owner, if forced to leave his or her Unit by one of the hazards protected against under the Owner's personal insurance policy;
- (d) Insurance covering any special assessments levied against an Owner's Unit by the Corporation;
- (e) Contingent insurance coverage, in the event that the Corporation's insurance is inadequate to fully cover any particular damage or injury involving or otherwise affecting any Owner;
- (f) Insurance covering any deductible amount under the Corporation's master insurance policy, that is payable by an Owner or for which an Owner may be responsible for reimbursing the Corporation; and
- (g) Any other insurance deemed necessary or desirable by any Owner.

#### 7.4 Indemnity Insurance for Directors and Officers of the Corporation

The Corporation may obtain and maintain insurance for the benefit of all of the directors and officers of the Corporation, if such insurance is reasonably available, in order to indemnify them against the matters described in the Act, including any liability, cost, charge or expense incurred by them in the execution of their respective duties (hereinafter collectively referred to as the "Liabilities"), provided however that such insurance shall not indemnify any of the directors or officers against any of the Liabilities respectively incurred by them as a result of a breach of their duty to act honestly and in good faith, or in contravention of the provisions of the Act.

### ARTICLE VIII INSURANCE TRUSTEE AND PROCEEDS OF INSURANCE

#### 8.1 Insurance Trustee

The Corporation may enter into, and at all times maintain, 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 for the following:

- (a) the receipt by the Insurance Trustee of any proceeds of insurance in excess of fifteen (15%) percent of the replacement costs of the property covered by the insurance policy;
- (b) the holding of such proceeds in trust for those entitled thereto pursuant to the provisions of the Act, this Declaration, and any amendments thereto;
- (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 monies received by it.

If 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 by By-Law with such other Corporation authorized to act as a Trustee, as the Owners may approve, 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.

## 8.2 Obligation to Repair

In the event that:

- (a) the Corporation is obligated to repair or replace the Common Elements, any Unit, or any asset 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 or replace, and if 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 (and all other amounts held by the Insurance Trustee, less all outstanding fees and disbursements owed by the Corporation to the Insurance Trustee pursuant to the provisions of the Insurance Trust Agreement) 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/or in satisfaction of any amounts due under a Certificate 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 (25%) per cent of the Buildings; or
  - (ii) there has been substantial damage to twenty-five (25%) per cent of the Buildings and within sixty (60) days thereafter the Owners who own eighty (80%) per cent 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 as their respective interests may appear and shall disburse same in accordance with the provisions of this Declaration and the Insurance Trust Agreement in order to satisfy their respective obligations to make repairs pursuant to the provisions of this Declaration and the Act.

**ARTICLE IX  
DUTIES OF THE CORPORATION**

**9.1 Corporation's Duties**

In addition to any other duties or obligations of the Corporation set out elsewhere in this Declaration and/or specified in the By-Laws of the Corporation, the Corporation shall have the following duties, namely:

- (a) To accept, comply, cooperate, facilitate and observe all obligations of the Condominium as required;
- (b) To not interfere with the supply of (and insofar as the requisite services are supplied from the Corporation's property, to cause) heat, hydro, water, gas and all other requisite utility services to be provided to the Property so that same are fully functional and operable during normal or customary hours of use;
- (c) To operate, maintain and keep in good repair (or cause to be operated, maintained and/or repaired) as would a prudent owner of similar premises at all times, those parts of the Common Elements of this Condominium;
- (d) To ensure that no actions or steps are taken by or on behalf of the Corporation or by any Owner which would in any way prohibit, restrict, limit, hinder or interfere with the Declarant's access and egress over any portion of the Property so as to enable the Declarant to construct and complete the Condominium;
- (e) To ensure that no actions or steps are taken by or on behalf of the Corporation, or by any Owner or their respective tenants or invitees which would prohibit, restrict, limit, hinder or interfere with the Declarant's ability to utilize portions of the Common Elements or any unsold Units in this Condominium for its marketing/sale/construction programs, as more particularly set out in the foregoing provisions of this Declaration;
- (f) To ensure that no actions or steps are taken by or on behalf of the Corporation, or by an Owner, or their respective tenants or invitees which would prohibit, limit or restrict the access to, egress from and/or use of any easement the Owners and/or their respective residents, tenants and invitees may enjoy as more particularly set out in the foregoing provisions of this Declaration;
- (g) To execute forthwith upon the request of the Declarant following the transfer of title to the Units and such documents, releases and assurances as the Declarant may reasonably require in order to evidence and confirm the formal cessation of all the Declarant's liabilities and obligations (as same relate to the Condominium and for which the Declarant was responsible for prior to the registration of the Condominium);
- (h) To enter into, abide by and comply with, the terms and provisions of any outstanding subdivision, condominium, site plan, development, easement or similar agreements (as well enter into a formal assumption agreement with the City, or other governmental and/or utility authorities relating thereto, if so required by the City or other governmental and/or utility authorities);
- (i) To ensure that no actions or steps are taken by or on behalf of the Corporation or by any Owner (save as otherwise provided or contemplated in this Declaration) which would limit, restrict or interfere with the public access to and egress from any of the Units;
- (j) When the Corporation formally retains an independent consultant (who holds a certificate of authorization within the meaning of *The Professional Engineers Act R.S.O. 1990*, as amended, or alternatively a certificate of practice within the meaning of *The Architects Act R.S.O. 1990*, as amended) to conduct a performance audit of the Common Elements on behalf of the Corporation, in accordance with the provisions of section 44 of the Act and section 12 of O.Reg.48/01 (hereinafter referred to as the "Performance Audit") at any time between the 6<sup>th</sup> month and the 10<sup>th</sup> month following the registration of this Declaration and Description, then the Corporation shall have a duty to:



- (i) permit the Declarant and its authorized employees, agents and representatives to accompany (and confer with) the consultant(s) retained to carry out the Performance Audit for the Corporation (hereinafter referred to as the "Performance Auditor") while same is being conducted, and to provide the Declarant with at least fifteen (15) days written notice prior to the commencement of the Performance Audit; and
- (ii) permit the Declarant and its authorized employees, agents and representatives to carry out any repair or remedial work identified or recommended by the Performance Auditor in connection with the Performance Audit (if the Declarant chooses to do so);

for the purposes of facilitating and expediting the rectification and audit process (and bringing all matters requiring rectification to the immediate attention of the Declarant, so that same may be promptly dealt with), and affording the Declarant the opportunity to verify, clarify and/or explain any potential matters of dispute to the Performance Auditor, prior to the end of the 11<sup>th</sup> month following the registration of this Declaration and the corresponding completion of the Performance Audit and the concomitant submission of the Performance Auditor's report to the Board and TARION pursuant to section 44(9) of the Act, if required;

- (k) To grant, immediately after registration of this Declaration, if required, an easement in perpetuity in favour of utility suppliers or telephone or television operators, over, under, upon, across and through the Common Elements, for the purposes of facilitating the construction, installation, operation, maintenance and/or repair of utility or telephone or television lines or equipment (and all necessary appurtenances thereto) in order to facilitate the supply of utilities and telephone and television service to each of the Units in the Condominium and if so requested by the grantees of such easements, to enter into (and abide by the terms and provisions of) an agreement with the utility and/or telephone and television suppliers pertaining to the provision of their services to the Condominium and for such purposes shall enact such by-laws or resolutions as may be required to sanction the foregoing;
- (l) To take all actions reasonably necessary as may be required to fulfil any of the Corporation's duties and obligations pursuant to this Declaration;
- (m) To execute upon the request of the Declarant, a release and abandonment of any easement enjoyed by the Corporation and created pursuant to this Declaration through any area of the Condominium that are reasonably necessary for the continued use and enjoyment of such easements and this Corporation shall complete and execute all requisite documentation and affidavits necessary to effect the registration of such release and abandonment of easements and to execute forthwith upon the request of the Declarant, all documents necessary to accept the transfer(s) of easement(s) from the Condominium and to execute all requisite land transfer tax affidavits etc., as may be required in order to register the said easements on title;
- (n) To take all reasonable steps to collect from each 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 (or has otherwise defaulted in the payment of monies that are, by virtue of the provisions of this Declaration, collectible or recoverable by the Corporation against such Owner in the same manner as Common Expenses);
- (o) If required, to enter into a form of agreement relating to the ownership, operation, maintenance, repair and replacement of an electricity distribution system for distributing electricity within the Corporation with a distributor as defined in the Electricity Act, 1998, S. O. 1998, c.15 as amended or re-enacted from time to time and the regulations thereunder (the "Electricity Supply and Services Agreement"), pursuant to which electricity consumption in each Owner's Unit shall be measured and invoiced by a sub-metering system installed and operated by a third party supplier (the "Hydro Supplier") and which Electricity Supply and Services Agreement may provide, amongst other things, that each Owner of a Unit shall receive and be responsible for payment of the invoice with respect to the electricity consumption for his/her Unit and

that such invoicing shall also include administrative fees for the services of the Hydro Supplier, including services relating to the measuring and recording of the consumption of electricity and the furnishing of the invoices and that the Owner shall remit payment to the Hydro Supplier for electricity consumption separate from any other obligations the Owner has with respect to the payment of Common Expenses (as generally referred to and contemplated under Subsection 2.5 hereof); and

- (p) To take all reasonable steps to cause the check or consumption meter for water service (and/or hydro/gas, if applicable) appurtenant to each Unit to be read and invoiced on a periodic basis, and to correspondingly collect from each Owner his or her P.S.W.C. amount(s) from time to time, and to maintain and enforce the Corporation's lien against the Unit of each Defaulting Owner pursuant to the foregoing provisions of Subsection 2.5 hereof.

## ARTICLE X GENERAL MATTERS AND ADMINISTRATION

### 10.1 Rights of Entry to the Unit

- (a) The Corporation or any insurer of the Property and/or the Buildings or any part thereof, their respective agents, employees or authorized representatives 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 and/or the Buildings or any part thereof or carrying out any duty imposed upon the Corporation.
- (b) In case of an emergency, an agent, employee or authorized representative of the Corporation may enter any Unit at any time and this provision constitutes notice to enter the Unit in accordance with the Act for the purpose of repairing the Unit, Common Elements, including any part of the Common Elements over which any Owner has the exclusive use, for the purpose of correcting any condition which might result in damage or loss to the Property, the Buildings or assets of the Corporation, or of any Owner(s) and/or any resident(s), tenant(s), invitee(s) and/or licensee(s) of any Unit(s), or which may violate any public health or safety regulation. The Corporation or anyone authorized by it may determine whether an emergency exists, in their sole and unfettered discretion, acting reasonably.
- (c) If an Owner shall not be personally present to grant entry to his/her Unit, the Corporation or its agents, employees or authorized representatives 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 master key or keys to all locks controlling entry into each Unit. No Owner shall change any lock, or place any additional locks on the door(s) leading directly into his or her Unit nor on any doors within said Unit, nor with respect to any door(s) leading to any part of the exclusive use common element areas appurtenant to such Owner's Unit, without the prior written consent of the Board. Where such consent has been granted by the Board, said Owner shall forthwith provide the Corporation with keys to all new locks (as well as keys to all additional locks) so installed, and all such new or additional locks shall be keyed to the Corporation's master key entry system.
- (e) The rights and authority hereby reserved herein to the Corporation and any insurer, their respective agents and authorized representatives, 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.

### 10.2 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 of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

### 10.3 Waiver

The failure to take action to enforce any provision contained in the Act, this Declaration, the By-Laws, the Rules and/or any regulations 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 shall be deemed to abrogate or waive any such provision.

### 10.4 Organizational Procedures

The proposed Declarant may, while the proposed Declarant is still the owner of one hundred percent (100%) of the Units, pass or confirm any resolution or By-law that would otherwise require a meeting of the Owners, without holding such meeting, provided that the resolution or By-law to be passed or confirmed is executed by the proposed Declarant. Within three (3) months after the registration of this Declaration, the members shall hold their first meeting for the purpose of electing directors. The Board so elected may, without notice, hold its first meeting, provided a quorum of directors is present. Any By-law may be passed by the Board. Any special By-law and 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.

### 10.5 Interpretation of Declaration

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

### 10.6 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.

### 10.7 Notice

(a) Except as otherwise provided in the Act, or as hereinbefore set forth, any notice, direction or other instrument required or desired to be given or delivered, shall be given as follows:

#### (i) To an Owner

by giving same to him or her (or to any director or officer or employee of a corporate owner), either personally or by ordinary mail postage prepaid, addressed to him or her at the address for service given by such Owner in writing to the Corporation (pursuant to subsections 47(1)(c)(i) and (4) of the Act) for its record, or if no such address has been given to the Corporation, then to such Owner at his or her respective Unit.

#### (ii) To a mortgagee

*[who has notified the Corporation of his or her name and corresponding interest in any Unit (and of such mortgagee's corresponding right or entitlement to vote at a meeting of Owners in the place and stead of the Unit Owner/mortgagor)]*

by giving same to such mortgagee (or to any director or officer of such corporate mortgagee) either personally or by ordinary mail, postage prepaid, addressed to such mortgagee at the address for service given by such mortgagee in writing to the Corporation (pursuant to subsections 47(1)(c)(ii) and (4) of the Act) for its record.

#### (iii) To the Corporation

by giving same to any director or officer of the Corporation, either personally or by ordinary mail, postage prepaid, addressed to the Corporation at its address for service.

(iv) To the Declarant

by giving same to any director or officer of the Declarant, either personally or by bonded courier, addressed to the Declarant at its address for service from time to time (or alternatively by facsimile transmission, if the Declarant agrees in writing that the person or party desiring to give any notice to it may do so in this manner, at the telefax number so provided by the Declarant from time to time).

- (b) Where any notice is mailed as aforesaid, such notice shall be deemed to have been received (and to be effective) on the third (3<sup>rd</sup>) day following the day on which same was mailed. If any notice is delivered personally, by courier, or by facsimile transmission, then such notice shall be deemed to have been received (and to be effective) on the next day following the day on which same was personally delivered, couriered or telefaxed, as the case may be.
- (c) In the event of a postal strike or other interruption of mail service, all notices shall be delivered personally, by bonded courier or by telefax to the intended party or parties.

10.9 Statutory References

Any reference to a section or sections of the Act in this declaration (or in any by-laws of 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.

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

DATED at the City of Toronto 6<sup>th</sup> day of October, 2014.

## WYCLIFFE KIPLING LIMITED

Per: Name: GARY BENSCHKYTitle: A.S.O.Per: Name: DAVID ARTTitle: A.S.O.

I/We have authority to bind the Corporation

**SCHEDULE "A"**

IN THE CITY OF Vaughan, in the Regional Municipality of York and province of Ontario, being composed of part of Lot 8, Concession 7, Geographic Township of Vaughan, designated as Part 1 Plan 65R-33347, Part 1 Plan 65R-33346 and Part 1 Plan 65R-33345 save and except Part 1 Plan 65R-33830, hereinafter referred to as the "Condominium Lands".

Being all of P.I.N. 03300-0352 (LT)

SUBJECT TO an easement in favour of Rogers Communications Inc. over the Condominium Lands for the purposes as set out in Instrument No. YR1953794.

SUBJECT TO an easement in gross in favour of Powerstream Inc. over the Condominium Lands for the purposes as set out in Instrument No. YR2026585.

SUBJECT TO an easement in favour of Enbridge Gas Distribution Inc. over the Condominium Lands for the purposes as set out in Instrument No. YR2058081.

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In our opinion, based on the Property Identifier number and the plans and documents recorded in them, the legal description is correct, the described easements exist or will exist in Law upon the registration of the Declaration and the Description and the declarant is the registered owner of the lands and appurtenant easements.

DATED at Toronto this 16<sup>th</sup> day of September, 2014.

GARFINKLE, BIDERMAN LLP

Per: 

L. Mitchell Kazdan

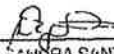
## SCHEDULE "B"

CONSENT  
(SCHEDULE B TO DECLARATION)  
(under Section 7 (2)(b) of the Condominium Act, 1998)

1. THE TORONTO-DOMINION BANK has a registered mortgage within the meaning of Section 7(2)(b) of the Condominium Act, 1998, registered as Number YR1807995 in the Land Registry Office for the Land Titles Division of York (No. 65).
2. We consent to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.  
  
(If the mortgage is a registered mortgage within the meaning of Section 7 (2) (b) of the Condominium Act, 1998, include the following paragraph:)
3. We postpone the mortgage and the interests under it to the declaration and the easements described in Schedule A to the declaration.
4. We are entitled by law to grant this consent.

DATED this 3<sup>rd</sup> day of October, 2014.

## THE TORONTO-DOMINION BANK

Per:   
 Name: SANDRA SANTOS  
 Title: CONDOMINIUM DECLARATION LEADER  
 HUNTER, REAL ESTATE GROUP  
 100% AUTHORITY TO  
 BIND THE CORPORATION  
 Per: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

I/We have authority to bind the Bank.

**SCHEDULE "B"**

**CONSENT**  
**(SCHEDULE B TO DECLARATION)**  
(under Section 7 (2)(b) of the Condominium Act, 1998)

1. **AVIVA INSURANCE COMPANY OF CANADA** has a registered mortgage within the meaning of Section 7(2)(b) of the Condominium Act, 1998, registered as Number **YR2135017** in the Land Registry Office for the Land Titles Division of York (No. 65).
2. We consent to the registration of this declaration, pursuant to the Act, against the land or the interests appurtenant to the land, as the land and the interests are described in the description.  
  
(If the mortgage is a registered mortgage within the meaning of Section 7 (2) (b) of the Condominium Act, 1998, include the following paragraph:)
3. We postpone the mortgage and the interests under it to the declaration and the easements described in Schedule A to the declaration.
4. We are entitled by law to grant this consent.

DATED this 3 day of October, 2014.

**AVIVA INSURANCE COMPANY OF CANADA**

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
                    Brian Argue  
                    Authorized Signing Officer  
Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

I/We have authority to bind the Corporation.

## SCHEDULE "C"

Each Unit, being Units 1 to 41, inclusive, on Level 1 and Units 1 to 26, inclusive, on Level 2, shall comprise the area illustrated within the heavy lines shown on Part 1, Sheets 1 and 2 of the Description, filed concurrently herewith. The monuments controlling the extent and location of the Units are the walls, floors, ceilings and other physical features as referred to immediately below and all dimensions shall have reference to them. Without limiting the generality of the foregoing, the boundaries of each Unit are as follows:

1. Each Unit shall be bounded vertically by:


- i) The upper surface and plane of the unfinished concrete floor slab and/or the production.
- ii) The upper surface and plane of the ceiling drywall and production thereof on the uppermost floor.
- iii) The upper surface and plane and production of the ceiling drywall of the unit, where the unit is stacked below another unit, or the common elements.
- iv) The upper surface and plane and production of the plywood subfloor of the unit, where the unit is stacked above another unit, or the common elements.
- v) The lower surface and plane of the drywall in the vicinity of window sills.
- vi) The exterior surface and plane of the metal chimney liner serving the gas fire place located in Units 35 and 36, Level 1.
- vii) The upper surface and plane of the wood stairs.

2. Each Unit shall be bounded horizontally by:

- i) The backside surface and plane and production of the drywall sheathing separating one Unit from another such Unit, or from the common elements.
- ii) The unfinished unitside surface and plane of the exterior doors, windows, door and window frames, the said doors and windows being in a closed position, and the unitside surface of all glass panels located therein.
- iii) The exterior surface and plane of the metal chimney cap serving the gas fire place located in Units 35 and 36, Level 1.
- iv) The unitside surface and plane of the wood riser.
- v) The unitside surface and plane of the concrete/concrete block wall and the production.
- vi) In vicinity of ducts and pipe spaces, the unit boundaries are the backside surface and plane of the drywall sheathing enclosing said ducts and pipe spaces.

I hereby certify that the written description of the monuments and boundaries of the Units contained herein accurately corresponds with the diagrams of the Units shown on Part 1, Sheets 1 and 2, of the Description.

009.10.2014  
Dated

  
Y. Wahba  
Ontario Land Surveyor

Reference should be made to the provisions of the Declaration itself, (Article 1, Section 1.5), in order to determine the maintenance and repair responsibilities for any Unit and whether specific physical components (such as any wires, pipes, cables, conduits, equipment, fixtures, structural components and/or any other appurtenances) are included or excluded from the Unit, regardless of whether same are located within or beyond the boundaries established for such Unit.

## SCHEDULE D

SUITE NUMBER	UNIT NUMBER	LEVEL NUMBER	SQUARE FOOTAGE	Proportions Expressed In Percentages of the Common Interest that will Attach to Each Unit	Proportions Expressed In Percentages In Which The Owners are to Contribute to the common Elements
1	1	1	705	1.0340%	1.05%
2	2	1	995	1.4593%	1.48%
5	3	1	676	0.9914%	1.01%
6	4	1	961	1.4094%	1.43%
9	5	1	676	0.9914%	1.01%
10	6	1	961	1.4094%	1.43%
13	7	1	694	1.0178%	1.03%
14	8	1	983	1.4417%	1.46%
17	9	1	692	1.0149%	1.03%
18	10	1	977	1.4329%	1.46%
21	11	1	676	0.9914%	1.01%
22	12	1	961	1.4094%	1.43%
25	13	1	676	0.9914%	1.01%
26	14	1	961	1.4094%	1.43%
29	15	1	676	0.9914%	1.01%
30	16	1	961	1.4094%	1.43%
33	17	1	694	1.0178%	1.03%
34	18	1	983	1.4417%	1.46%
49	19	1	705	1.0340%	1.05%
50	20	1	995	1.4593%	1.48%
45	21	1	676	0.9914%	1.01%
46	22	1	961	1.4094%	1.43%
41	23	1	676	0.9914%	1.01%
42	24	1	961	1.4094%	1.43%
37	25	1	694	1.0178%	1.03%
38	26	1	983	1.4417%	1.46%
53	27	1	1139	1.6705%	1.70%
54	28	1	1180	1.7306%	1.76%
55	29	1	1349	1.9785%	2.01%
56	30	1	1065	1.5620%	1.59%
57	31	1	1305	1.9139%	1.94%
58	32	1	603	0.8844%	0.90%
59	33	1	1235	1.8113%	1.84%
60	34	1	1283	1.8817%	1.91%
66	35	1	1848	2.7103%	2.10%
67	36	1	2218	3.2532%	2.40%
61	37	1	1166	1.7101%	1.74%
62	38	1	1235	1.8113%	1.84%
63	39	1	1283	1.8817%	1.91%
64	40	1	1084	1.5898%	1.61%
65	41	1	1322	1.9389%	1.97%
3	1	2	1040	1.5253%	1.55%
4	2	2	1104	1.6191%	1.64%
8	3	2	1084	1.5898%	1.61%
7	4	2	992	1.4549%	1.48%
11	5	2	992	1.4549%	1.48%
12	6	2	1084	1.5898%	1.61%
16	7	2	1104	1.6191%	1.64%
15	8	2	1016	1.4901%	1.51%
20	9	2	1124	1.6485%	1.67%
19	10	2	1002	1.4696%	1.49%
23	11	2	992	1.4549%	1.48%
24	12	2	1084	1.5898%	1.61%
28	13	2	1084	1.5898%	1.61%
27	14	2	992	1.4549%	1.48%
31	15	2	992	1.4549%	1.48%
32	16	2	1088	1.5957%	1.62%
36	17	2	1104	1.6191%	1.64%
35	18	2	1016	1.4901%	1.51%
51	19	2	1040	1.5253%	1.55%
52	20	2	1104	1.6191%	1.64%
48	21	2	1084	1.5898%	1.61%
47	22	2	992	1.4549%	1.48%
43	23	2	992	1.4549%	1.48%
44	24	2	1084	1.5898%	1.61%
40	25	2	1104	1.6191%	1.64%
39	26	2	1016	1.4901%	1.51%
TOTALS			68184	100.00000%	100.00%

**SCHEDULE "E"**  
**Common Expenses**

Common Expenses, without limiting the definition ascribed thereto, shall include the following:

- (a) all sums of money paid or payable by the Corporation in connection with the performance of any of its objects, duties and powers whether such objects, duties and powers are imposed by the Act or this Declaration, By-Laws and/or Rules of the Corporation or other law or by agreement;
- (b) all sums of money properly paid by the Corporation on account of any and all public and private suppliers to the Corporation of insurance coverage, utilities and services including, without limiting the generality of the foregoing, levies or charges payable on account of:
  - (i) insurance premiums;
  - (ii) sewage and water charges respecting the Common Elements and water servicing the Units (on the express understanding that, in the event separate check or consumption meters are installed for each of the Units, the Corporation shall be ultimately reimbursed for the that portion of the Bulk Utility Bills representing the P.S.W.C. amount attributable to each of the said Units, pursuant to the Corporation's periodic reading of the check or consumption meters appurtenant to each Unit);
  - (iii) maintenance, repair and replacement of the Common Elements, including driveway catch basins;
  - (iv) maintenance materials, tools and supplies;
  - (v) snow removal from driveways, walkways and parking areas, including costs to transport same from the site, if required;
  - (vi) landscaping of the Common Elements, if any;
  - (vii) utilities (hydro, water, etc.) to service the Common Elements, including all common street lighting, if any; and
  - (viii) private garbage (and recycling) collection and removal, if required.
- (c) all sums of money paid or payable by the Corporation pursuant to any management contract which may be entered into between the Corporation and a property manager;
- (d) all sums of money required by the Corporation for the acquisition or retention of real property for the use and enjoyment of the property or for the acquisition, repair, maintenance or replacement of personal property for the use and enjoyment in or about the Common Elements;
- (e) all sums of money paid or payable by the Corporation to any and all persons, firms, or companies engaged or retained by the Corporation, its duly authorized agents, servants and employees for the purpose of performing any or all of the objects, duties and powers of the Corporation including, without limitation, legal, engineering, accounting, auditing, expert appraising, advising, maintenance, managerial, secretarial or other professional advice and service required by the Corporation;
- (f) all sums of money paid or payable by the Corporation to any and all persons, firms, or companies engaged or retained by the Corporation, its duly authorized agents, servants and employees for the purpose of performing any or all of the duties of the Corporation;
- (g) all sums of money paid by the Corporation for any addition, alteration, improvement to, renovation of or replacement of the Common Elements or assets of the Corporation (including, but not limited to, the cost of equipment for such use);
- (h) the cost of borrowing money for the carrying out of the objects, duties and powers of the Corporation;
- (i) the fees and disbursements of the Insurance Trustee, if and when required, and of obtaining insurance appraisals;
- (j) the cost of maintaining fidelity bonds as provided by the By-Laws, if applicable;
- (k) all sums required to be paid to the reserve fund(s) or contingency fund(s) as required by the Declaration or in accordance with the agreed upon annual budget of the Corporation; and
- (l) all expenses incurred (including legal fees on a solicitor and his/her own client basis, together with all applicable disbursements) by the Corporation in enforcing any of the By-laws or Rules of the Corporation from time to time, and effecting compliance therewith by all Owners and their respective tenant, residents, licensees, invitees, etc.



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## SCHEDULE "F"

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

(A) **BALCONY / DECK**

The owners of Units 2, 4, 6, 8, 10, 12, 14, 16, 18, 20, 22, 24, 26, 28, 29, 30, 31, 33, 34, 38, 39, 40 and 41 on Level 1 and Units 1 to 26, inclusive on Level 2 from which there is sole and direct access to a balcony or deck adjacent to their unit, shall have the sole use and enjoyment of such balcony or deck area as illustrated on Part 1, Sheets 1 and 2 of the Description.

(B) **INDOOR PARKING, OUTDOOR PARKING, PATIO AND YARD AREA**

The Indoor Parking spaces on Level 1 being exclusive Use portions of the Common Elements with the affix "P", the Outdoor Parking spaces on Level 1 being exclusive use portions of the common elements with the affix "PK", the patio areas on Level 1, being exclusive use portions of the common elements with the affix "PT" and the yard areas on Level 1 being exclusive use portions of the common elements with the affix "Y" are illustrated on Part 2, Sheet 1 of the description. Each owner of a Unit shall have the exclusive use of an Indoor Parking and/or Outdoor Parking and/or patio area, and/or yard area designated as follows:

Unit	Level	Indoor Parking	Outdoor Parking	Patio Area	Yard Area
1	1		PK32	PT1	
2	1	P1			
3	1		PK33	PT2	
4	1	P2			
5	1		PK34	PT3	
6	1	P3			
7	1		PK35	PT4	
8	1	P4			
9	1		PK41	PT5	
10	1	P5			
11	1		PK42	PT6	
12	1	P6			
13	1		PK43	PT7	
14	1	P7			
15	1		PK44	PT8	
16	1	P8			
17	1		PK45	PT9	
18	1	P9			
19	1		PK54	PT10	
20	1	P10			
21	1		PK5	PT11	
22	1	P11			
23	1		PK6	PT12	
24	1	P12			
25	1		PK11	PT13	
26	1	P13			
27	1		PK12, PK13		
28	1	P14	PK14		

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Unit	Level	Indoor Parking	Outdoor Parking	Patio Area	Yard Area
29	1	P15	PK15		
30	1	P16	PK16		
31	1	P17	PK17		
32	1		PK20		
33	1	P18	PK18		
34	1	P19	PK19		
35	1		PK21, PK22		Y1
36	1		PK23, PK24		Y2
37	1		PK25, PK26		
38	1	P20	PK27		
39	1	P21	PK28		
40	1	P22	PK29		
41	1	P23	PK30		
1	2		PK52		
2	2		PK53		
3	2		PK31		
4	2		PK36		
5	2		PK37		
6	2		PK38		
7	2		PK39		
8	2		PK40		
9	2		PK46		
10	2		PK47		
11	2		PK48		
12	2		PK49		
13	2		PK50		
14	2		PK51		
15	2		PK55		
16	2		PK56		
17	2		PK57		
18	2		PK58		
19	2		PK1		
20	2		PK2		
21	2		PK3		
22	2		PK4		
23	2		PK7		
24	2		PK8		
25	2		PK9		
26	2		PK10		

## SCHEDULE "G"

**CERTIFICATE OF ARCHITECT OR ENGINEER  
(SCHEDULE G TO DECLARATION FOR A  
STANDARD OR LEASEHOLD CONDOMINIUM CORPORATION)**

(under Section 8(1)(e) of the *Condominium Act*, 1998)

I certify that:

Each building on the property has been constructed in accordance with the regulations made under the *Condominium Act*, 1998 with respect to the following matters:

(Check whichever boxes are applicable)

1. ☒ The exterior building envelope, including roofing assembly, exterior wall cladding, doors and windows, caulking and sealants, is weather resistant if required by the construction documents and has been completed in general conformity with the construction documents.
2. ☒ Except as otherwise specified in the regulations, floor assemblies are constructed to the sub-floor.
3. ☒ Except as otherwise specified in the regulations, walls and ceilings of the common elements, excluding interior structural walls and columns in a unit, are completed to the drywall (including taping and sanding), plaster or other final covering.
4. ☐ All underground garages have walls and floor assemblies in place.

OR

- ☒ There are no underground garages.
5. ☐ All elevating devices as defined in the *Elevating Devices Act* are licensed under that Act if it requires a license, except for elevating devices contained wholly in a unit and designed for use only within the unit.

OR

- ☒ There are no elevating devices as defined in the *Elevating Devices Act* except for elevating devices contained wholly in a unit and designed for use only within the unit.
6. ☒ All installations with respect to the provision of water and sewage services are in place.
7. ☒ All installations with respect to the provision of heat and ventilation are in place and heat and ventilation can be provided.
8. ☒ All installations with respect to the provision of air conditioning are in place.

OR

- ☐ There are no installations with respect to the provision of air conditioning.
9. ☒ All installations with respect to the provision of electricity are in place.

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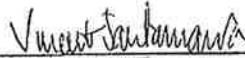
10. ☐ All indoor and outdoor swimming pools are roughed in to the extent that they are ready to receive finishes, equipment and accessories.

OR

- ☒ There are no indoor or outdoor swimming pools.

11. Except as otherwise specified in the regulations, the boundaries of the units are completed to the drywall (not including taping and sanding), plaster or other final covering, and perimeter doors are in place.

DATED this 16th day of September, 2014.

  
Name: VINCENT SANTAMAURA  
Title: Architect or Engineer



**Condominium Act, 1998**

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

York Region Standard Condominium Corporation No. 1270 (known as the "Corporation")  
certifies that:

1. The copy of By-law Number 1, 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 3<sup>rd</sup> day of November, 2014.

**York Region Standard Condominium  
Corporation No. 1270**

Per: 

Name: Gary Bensky

Title: A.S.O.

Per: 

Name: David Art

Title: A.S.O.

Per: 

Name: Jared Bensky

Title: A.S.O.

We have authority to bind the Corporation

## SCHEDULE "A"

## YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1270

BY-LAW NO. 1

BE IT ENACTED AS BY-LAW NO. 1 OF YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1 (hereinafter referred to as the "Corporation") as follows:

ARTICLE I - Definitions

- 1.1 All words, terms or phrases specifically defined in this by-law and, in particular, the capitalized terms used herein, shall have ascribed to them the definitions contained in the *Condominium Act, S.O. 1998 c.19*, as amended, and the Regulations made thereunder (all of which are hereinafter referred to as the "Act") AND shall have ascribed to them the meanings set out in the Act or the declaration of the Corporation ("**Declaration**"), unless the context requires otherwise.

ARTICLE II - Seal

- 2.1 The corporate seal of the Corporation shall be in the form impressed hereon. Notwithstanding that the Corporation has a seal, any document that would otherwise require a seal need not be executed under seal, provided the statement "I/We have the authority to bind the Corporation" is noted below the signature(s) of the person(s) duly authorized to sign the document and such a document has the same effect for all purposes as if executed under seal.

ARTICLE III - Records

- 3.1 The Corporation shall keep and maintain the records noted hereinafter as required by section 55 of the Act (hereinafter called the "**Records**") which shall note the name and address for service of the Owner and mortgagee ("**Mortgagee**") of each Unit ("**Unit**"), who has notified the Corporation of his entitlement to vote. The Owner's address for service shall be the address shown for his Unit and address of the Mortgagee for service shall be the address shown for him on his mortgage registered in the Land Titles Office ("**Mortgage**"), unless the Corporation is given notice of a different address by such Owner and/or Mortgagee. The following are the required Records:
- (a) the financial records of the Corporation for at least six (6) years from the end of the last fiscal period to which they relate;
  - (b) a minute book containing the minutes of Owners' meetings and the minutes of Board meetings;
  - (c) a copy of the registered Declaration, registered by-laws and current rules;
  - (d) a copy of all applications made under section 109 of the Act to amend the Declaration, if applicable;
  - (e) the seal of the Corporation;
  - (f) copies of all agreements entered into by the Corporation or by the Declarant or the Declarant's representatives on behalf of the Corporation, including all management contracts, deeds, leases, licences, easements and any agreements entered into pursuant to the Act;
  - (g) copies of all policies of insurance and the related certificates or memoranda of insurance and all insurance trust agreements;
  - (h) bills of sale or transfers for all items that are assets of the Corporation, but not part of the property;
  - (i) the names and addresses for service of each Owner and Mortgagee that the Corporation receives, in writing, from the Owners and Mortgagees in accordance with subsection 47(2) of the Act;

- (j) all written notices received by the Corporation from Owners that their respective Units have been leased together with the lessee's name, the Owner's address, a copy of the lease or renewal or a summary of same, pursuant to subsection 83 (1) of the Act;
- (k) all written notices received by the Corporation from Owners that a lease of the Owner's Unit has been terminated and has not been renewed pursuant to subsection 83(2) of the Act;
- (l) all records that the Corporation has related to the Units or to employees of the Corporation;
- (m) all existing warranties and guarantees for all equipment, fixtures and chattels included in the sale of either the Units or Common Elements that are not protected by warranties and guarantees given directly to a Unit purchaser,
- (n) the as-built architectural, structural, engineering, mechanical, electrical and plumbing plans;
- (o) the as-built specifications indicating all substantive changes, if any, from the original specifications;
- (p) all existing plans for underground site services, site grading, drainage and landscaping and television, radio and other communication services;
- (q) all other existing plans and information that are relevant to the repair or maintenance of the property;
- (r) if the property of the Corporation is subject to the *Ontario New Home Warranties Plan Act* an executed copy of Form 3 prescribed by section 37 of Ontario Regulation 49/01 and a copy of all final reports on inspections that TARION requires to be carried out on the common elements;
- (s) a table that the Declarant has delivered pursuant to clause 43(5)(g) of the Act setting out the responsibilities for repair after damage and maintenance, and indicating whether the Corporation or the Owners are responsible;
- (t) a copy of the schedule that the Declarant has delivered pursuant to clause 43(5)(h) of the Act, setting out what constitutes a standard Unit for each class of Unit that the Declarant specifies, for the purpose of determining the responsibility for repairing improvements after damage and insuring them;
- (u) all reserve fund studies and all plans to increase the reserve fund;
- (v) a copy of the most current disclosure statement delivered by the Declarant to a purchaser prior to the turn-over meeting;
- (w) a copy of the written performance audit report received by the Corporation;
- (x) a copy of any order appointing an inspector or administrator, if applicable, pursuant to section 130 or 131 of the Act, together with any report that the Corporation receives from an inspector in accordance with subsection 130(4) of the Act;
- (y) a copy of all status certificates issued within the previous ten (10) years;
- (z) a copy of all notices of meetings sent by or on behalf of the Corporation within the previous ten (10) years;
- (aa) all proxies, for not more than ninety (90) days from the date of the meeting at which the proxies were utilized;
- (bb) a copy of all notices of lien issued by the Corporation to delinquent Owners pursuant to subsection 85(4) of the Act, in respect of which the corresponding certificates of lien have not been discharged or vacated by court order;

- (cc) all records relating to actual or pending litigation (or insurance investigations) involving the Corporation [as contemplated in clause 55(4)(b) of the Act], together with copies of all outstanding judgments against the Corporation [as contemplated in clause 76(1)(h) of the Act];
- (dd) a copy of the budget of the Corporation for the current fiscal year, together with the last annual audited financial statements and auditor's report on such statements;
- (ee) a copy of all minutes of settlement and/or written decisions made by any mediator or arbitrator appointed pursuant to section 132 of the Act, regarding any issues in dispute involving the Corporation (or to which the Corporation is a party), together with copies of all court orders issued in those circumstances where the Corporation was a party to the proceeding or otherwise directly affected thereby; and,
- (ff) all other records as may be prescribed or specified in any other by-laws of the Corporation, together with copies of all other materials received by the Corporation that the regulations to the Act may hereafter require the Declarant to deliver on or shortly after the turnover meeting [contemplated in clause 43(5)(m) of the Act].

#### ARTICLE IV - Corporation

##### 4.1 Duties of the Corporation

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

- (a) controlling, managing, administering, maintaining and repairing the Common Elements and assets of the Corporation in a fit and proper condition, in accordance with the provisions of the Declaration, including the repair of any Units if and when the respective Owners thereof fail to do so, as provided for in the Act and the Declaration;
- (b) taking all reasonable steps to collect from each Owner his or her proportionate share of the common expenses, and to maintain and enforce the Corporation's lien arising pursuant to section 85(1) of the Act against each Unit in respect of which the Owner has defaulted in the payment of common expenses, and retaining and instructing legal counsel and/or the Corporation's property manager to prepare and register all certificates of lien for arrears of common expenses, and to ultimately discharge said liens following payment of the respective amounts owing;
- (c) arranging for the supply of utility services to the Common Elements and the Units except where individually metered and except where 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 heat, electricity and water at any time becomes incapable of fulfilling its function or is damaged or destroyed, the Corporation shall have a reasonable time within which to repair or replace such apparatus and shall not be liable for indirect or consequential damages or for damages for personal discomfort or illness by reason of the failure to perform such duty;
- (d) obtaining and maintaining insurance for the property as may be required by the Act, the Declaration or the By-laws, including without limitation, insurance against damage to the Units and Common Elements (excluding damage to any improvements made to any or all of the Units) as may be required by the Act, the Declaration and/or the By-laws, and procuring 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, on the express understanding that the question of what shall constitute an improvement made to any Unit shall be determined by reference to a standard unit for the class of unit to which such unit belongs, and in this regard, the standard unit for the class of units to which all dwelling units in this Condominium belong shall be set out in a separate By-law;



- (e) repairing after damage the Units, Exclusive Use Areas and the Common Elements in accordance with the provisions of the Act, the Declaration and the By-laws;
- (f) if required or otherwise directed, entering into an insurance trust agreement with a trust company registered under The Loan and Trust Corporations Act R.S.O. 1990, as amended, or with a chartered bank or other firm or company qualified to act as an insurance trustee, to ensure the proper disposition of all applicable insurance proceeds (in excess of 15% of the replacement cost of the property covered by the applicable insurance policy) in the event of an insurable loss;
- (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 auditors' reports and financial statements available to the Owners and mortgagees in accordance with the Act and the By-laws;
- (i) preparation of an estimated budget, annually, in accordance with Section 72(6) of the Act;
- (j) keeping accurate accounts and sending to each Unit Owner an annual statement of income and expenditures in respect thereto and keeping such accounts open for inspection by Unit Owners;
- (k) pursuant to Section 76(1) of the Act, providing a status certificate in the prescribed form, and such statements and information as may be prescribed by the Act and the Corporation shall be entitled to a fee (up to a maximum prescribed by the Act) for providing same, and a duplicate thereof shall be provided without additional charge if requested, provided that the Corporation shall provide the declarant with such certificate, statements and information in connection with a sale or mortgage of a Unit without any charge or fee whatsoever;
- (l) pursuant to Section 44 of the Act, retaining a person who holds a certificate of authorization within the meaning of the *Professional Engineers Act* or a certificate of practice within the meaning of the *Architects Act* to conduct a performance audit of the Common Elements described in the Description on behalf of the Corporation no earlier than six months, and no later than 10 months, following the registration of the Declaration and Description.
- (m) pursuant to Section 93 of the Act, establishing and maintaining one or more reserve funds for the purpose of major repair and replacement of the Common Elements and assets of the Corporation, and pursuant to Section 94 of the Act, conducting 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;
- (n) complying with the rights and easements contained in the Land Titles Parcel Register for the Property;
- (o) effecting compliance by the Owners with the Act, the Declaration, the By-laws and the Rules from time to time;
- (p) supervising all public or private service companies which enter upon the Common Elements to supply, install, replace and/or service the Condominium systems;
- (q) purchase and maintenance of insurance for the benefit of all directors and officers in respect of anything done or permitted to be done by them in respect of the execution of the duties of their offices except insurance against a liability, cost, charge or expense of such directors or office incurred as a result of a contravention of any of the duties imposed upon them pursuant to the Act;
- (r) investing the monies of the Corporation (or monies held by the Corporation) in accordance with the provisions of the Act;
- (s) calling and holding of meetings and the delivery of notices, as required;

- (t) taking all reasonable steps to settle, adjust and/or refer to mediation and/or arbitration (in accordance with the provisions of the Act) any claim asserted against the Corporation, or any claim asserted by or on behalf of the Corporation; and
- (u) keeping and maintaining adequate records as required by the Act, the Declaration and the By-laws from time to time

4.2 **Powers of the Corporation:**

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

- (a) employment and dismissal of personnel necessary for the maintenance and operation of the Common Elements;
- (b) adoption and amendment of Rules concerning the operation and use of the property;
- (c) employing a manager at a compensation to be determined by the Board to perform such duties and services as the Board shall authorize and to enter into a management agreement with such manager on such terms as the Board may, in its discretion approve;
- (d) entering into such agreements from time to time upon such terms as are acceptable to the Board in its discretion, which are necessary, desirable or incidental to the performance by the Corporation of its powers and duties including without limitation the following:
  - (i) a management agreement with an individual or corporation to manage the affairs and assets of the Corporation at such compensation and upon such terms as the Board may determine in its sole discretion;
  - (ii) an insurance trust agreement with an insurance trustee as permitted by the Act at such compensation and upon such terms as the Board may determine in its sole discretion;
  - (iii) an agreement required by the supplier of any goods, utility or service to the Corporation upon such terms as the Board may determine in its sole discretion; and
  - (iv) any other agreements which may be permitted by the Act and the Declaration and which are deemed advisable, desirable or necessary by the Board.
- (e) obtaining and maintaining fidelity bonds for any manager where deemed necessary by the Board and in such a manner as the Board may deem reasonable;
- (f) investing reserve funds and other monies the Corporation may hold from time to time in accordance with the Act;
- (g) settling, adjusting, compromising or referring to mediation and/or arbitration or the courts any claim or claims which may be made upon or which may be asserted on behalf of the Corporation;
- (h) borrowing such amounts in any fiscal year as in its discretion are necessary or desirable in order to protect, maintain, preserve or ensure the due and continued operation of the property in accordance with the Act, the Declaration and By-laws and to secure any such loan by mortgage, pledge or charge of any asset of the Corporation (other than the reserve fund), and to add the repayment of such loan to the common expenses, each such borrowing or loan which exceeds an amount equal to one-twelfth (1/12) of the Corporation's current budget, being subject to approval by the majority of the Owners at a meeting duly called for that purpose or as required by the Act;
- (i) retaining and holding any securities or other property, whether real or personal, which shall be received by the Corporation in the form received, whether or not the same is authorized by any law, present or future, for the investment of trust funds;

- (j) leasing or the granting or transferring of an easement or license through, over, upon or under any part or parts of the Common Elements by way of a special by-law, except those parts of the Common Elements over which any Owner has the exclusive use ("Exclusive Use Area") and/or releasing and abandoning any appurtenant easement(s) or right(s) of way heretofore or hereafter granted to (or created in favour of) the Corporation, in respect of any servient tenement burdened or encumbered thereby on the express understanding that to the extent that Subsection 21(1) of the Act requires a by-law to authorize such a release, licence, easement or right of way, or such a release and abandonment of easement, then this by-law providing the Board with the requisite authority to enter into any such lease, licence, easement or right of way, or any such release and abandonment of easement, and any such lease, license, easement, right of way or release of easement may be executed on behalf of the Corporation by the authorized signing officer(s) of the Corporation, with or without the seal of the Corporation affixed thereto, and same shall be valid and binding on the Corporation without requiring the consent or concurrence of (or the written authorization or signature of) any Owner(s) thereto;
- (k) subject to the provisions of the Declaration to the contrary, to sell, convey, exchange, assign or otherwise deal with any real or personal property at any time owned by the Corporation, at such price, on such terms and in such manner as the Corporation, in its sole discretion, deems advisable and to do all things and execute all documents required to give effect to the foregoing;
- (l) periodically conducting an audit of the Building and/or operations of the Corporation, as and when deemed appropriate by the Board;
- (m) entering into an agreement with any Owner or Owners who desire to make an addition, alteration or improvement to the Common Elements that is not otherwise contrary to the Act or the Declaration, as provided or contemplated by Section 98(1) of the Act; and
- (n) the authority to object to assessments under the *Assessment Act* on behalf of owners if it gives notice of the objections to the owners and to authorize the defraying of costs of objections out of the common expenses

#### **ARTICLE V - Meetings of Owners**

- 5.1 **Annual General Meetings:** The annual general meeting of the Owners shall be held locally at such time and on such day in each year as the board of directors of the Corporation (hereinafter called the "Board") may from time to time, determine, for the purpose of hearing and receiving the reports and statements required by the Act and the By-laws of the Corporation to be laid before the Owners at an annual general meeting, and for the purposes of electing directors, confirming By-laws passed by directors, appointing an auditor and fixing or authorizing the Board to fix his remuneration, and for the transaction of such other business as may be properly brought before the meeting. The Board shall lay before each annual general 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 Board shall hold an annual general within six (6) months of the end of each fiscal year of the Corporation.
- 5.2 **The First Annual General Meeting:** The first annual general meeting shall be held not more than three (3) months after the registration of the Declaration and Description in accordance with subsection 45(2) of the Act. The Owners shall, at such first meeting, appoint one or more auditors to hold office until the close of the next annual general meeting, and if the Owners fail to do so, the Board shall forthwith make such appointment. The remuneration of an auditor so appointed shall be fixed by the Owners, or by the Board of authorized to do so by the Owners, but the remuneration of an auditor appointed by the Board shall be fixed by the Board. The Corporation shall then give notice in writing to an auditor of his appointment forthwith after such appointment is made.
- 5.3 **Interim Meeting of the First Board:** The first Board as appointed by the declarant shall call and hold a meeting of Owners by the later of thirty (30) days after the day on which the declarant has transferred twenty percent (20%) of the Units and ninety (90) days after the day in which the declarant transfers the first Unit in the Corporation. At such interim meeting, the Owners, other than the declarant may elect two (2) directors to the first

Board to hold office in addition of the directors appointed by the declarant even if the addition of an elected director results in more directors on the Board than the Declaration allows. The quorum for such interim meeting shall be constituted when twenty-five percent (25%) of the Owners of Units in the Corporation not owned by the declarant are present at the meeting or represented by proxy. Such a meeting is not required to be called if by the day set for the meeting, the declarant no longer owns a majority of the Units and advises the Board in writing of the fact.

- 5.4 **Turnover Meeting:** The Board, elected or appointed at a time when the declarant owns a majority of the Units, shall, not more than twenty-one days after the declarant ceases to be the registered Owner of a majority of the Units, call a meeting of the Owners to elect a new Board, and such meeting shall be held within twenty-one (21) days after the calling of the meeting (the "turnover meeting"). If the turnover meeting is not called within such time, any Owner or any Mortgagee entitled to vote may call the meeting. At this meeting, the Declarant or its agents shall give to the new Board elected at that meeting the seal of the Corporation and all the books, documents, agreements, plans, warranties, financial records, and all other information required to be transferred pursuant to Section 43 of the Act. Furthermore, within 60 days after the turnover meeting, the declarant shall give the Board an audited financial statement prepared as at the date of such meeting.
- 5.5 **Special Meetings:** The Board may at any time call a meeting of the Owners of the Corporation for the transaction of any business, the nature of which shall be specified in the notice calling the meeting. The Board shall, upon receipt of a requisition in writing made by Owners who together own at least fifteen (15%) per cent of the Units, are listed in the record maintained by the Corporation under s. 47 (2) of the Act and are entitled to vote, call and hold a meeting of the Owners within thirty five (35) days of receiving the requisition or add the business to be transacted to the agenda of the next annual general meeting if the requisitionists request or consent. If such meeting is not called and held, any of the requisitionists may call the meeting; and in such case, the meeting shall be held within forty five (45) days of the day on which the meeting is called, and the Corporation shall, upon request by the requisitionist who called the meeting, reimburse such requisitionist for the reasonable costs incurred in calling the meeting. If the nature of business to be presented at the meeting includes the removal of one or more of the directors, the requisition shall state for each director proposed to be removed, the name of the director, the reasons for removal and whether the director occupies a position on the Board that under subsection 51(6) of the Act is reserved for voting by Owners of owner-occupied Units.
- 5.6 **Notices:** Notice of the time, place, and date of the turnover meeting, and each annual general or special meeting shall be served on an Owner not less than fifteen (15) days before the day on which the meeting is to be held, to each Owner who has notified the Corporation in writing of the Owner's name and address for service and whose name appeared on the record at least twenty (20) days before the date of such meeting, and served on each mortgagee of a Unit who under the terms of the mortgage has the right to vote at a meeting of the Owners in place of the Unit Owner and has notified the Corporation in writing of the right and the mortgagee's name and address. Each notice of meeting, as hereinbefore required shall be in writing and have the content required by subsection 47(9) of the Act and shall be served in accordance with subsections 47(7) and (8) of the Act, as the case may be.
- 5.7 **Report and Financial Statements:** The Corporation shall attach to the notice of the annual general meeting a copy of the financial statements and auditor's report. A copy of the minutes of the meeting of Owners and of the Board shall, within a reasonable period of time following the date of such meeting, be furnished to each Mortgagee who has, in writing, requested same.
- 5.8 **Persons Entitled to be Present:** The only persons entitled to attend a meeting of Owners and mortgagees entered on the register, the auditor of the Corporation, the directors and officers of the Corporation, others who, although not entitled to vote, are entitled or required under the provisions of the Act or the by laws of the Corporation to be present at the meeting. Any other person may be admitted only on the invitation of the Chairman of the meeting or with the consent of a majority of those present at the meeting.
- 5.9 **Quorum:** At any meeting of Owners other than the interim meeting referred to in paragraph 5.3 above, a quorum shall be consulted when persons entitled to vote and owning not less than twenty-five (25%) per cent 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 Owners has elapsed and a quorum are not present, the meeting shall be dissolved and shall stand adjourned. Notice of the time, day, and place of the reconvening of such adjourned meeting shall be given not less than ten (10) days prior to the reconvening of such meeting. For the interim meeting referred to in paragraph 5.3 above, the quorum shall be consulted when twenty five percent (25%) of the Units in the Corporation not owned by the declarant are present at the meeting or represented by proxy.

- 5.10 **Right to Vote:** At each meeting of Owners, and subject to the restrictions in Section 5.14 of this Article, every Owner of a Unit shall be entitled to vote, if he is entitled to receive notice of the meeting and is otherwise entitled to vote at the meeting. A Mortgagee entitled to receive notice of a meeting of Owners has the right to vote at a meeting in the place of the Unit Owner or exercise the right, if any, of the Unit Owner to consent in writing if the Mortgagee gives notice to the corporation at least four (4) days before the date of the meeting of the Mortgagee's intention to exercise the right. If there is more than one Mortgagee entitled to vote in respect of one Unit, the Mortgagee who has priority shall be entitled to vote in respect of the Unit, and if that Mortgagee fails to exercise the right then the Mortgagee who is next in priority may exercise the right, if none of the Mortgagees who have the right to vote exercised the right, then the Unit Owner has the right to vote at a meeting of the Owners subject to subsection 51 (1) of the Act or to consent in writing. Any dispute over the right to vote shall be resolved by the Chairman of the meeting upon such evidence as he may deem sufficient. The vote of each such Owner or Mortgagee shall be on the basis of ONE (1) vote per Unit.
- 5.11 **Conduct of Meetings and Method of Voting:** At any annual general, special or turnover meeting, the President of the Corporation (or to whomever the President may delegate the responsibility) or in the alternative, the Vice-President or some other appointed or elected person, shall act as chairperson of the meeting and the secretary of the Corporation shall act as secretary, or in the alternative, the chairperson shall appoint a secretary. Any question shall be decided by a show of hands or on a recorded vote, which may be requested by a person entitled to attend such meeting as aforesaid either before or promptly after the vote. Unless a recorded vote is so requested, a declaration by the Chairman that such question has by the show of hands been carried is prima facie proof of the fact, without proof of the number of votes recorded in favour of, or against, any such question. A demand for a recorded vote once given, may be withdrawn. Notwithstanding the above, the voting for the election of directors shall be by recorded vote only.
- 5.12 **Representatives:** An executor, administrator, committee of a mentally incompetent person, guardian or trustee (and where a corporation acts in such capacity any person duly appointed as proxy for such corporation) upon filing with the Secretary of the meeting sufficient proof of his appointment, shall represent the Owner or Mortgagee at all meetings of the Owners of the Corporation and may exercise the Owner's vote in the same manner and to the same extent as such Owner. Should there be more than one executor, administrator, committee, guardian or trustee, the provisions of Section 5.13 of this Article shall apply.
- 5.13 **Proxies:** Every Owner or Mortgagee entitled to vote at meetings of Owners, may, by instrument in writing, appoint a proxy for a particular meeting of Owners, who need not be an Owner or mortgagee, to attend and act at the meeting in the same manner, to the same extent, and with the same powers as if the Owner or Mortgagee were present himself. The instrument appointing a proxy shall be in writing signed by the appointer or his attorney authorized in writing. The instrument appointing a proxy shall be deposited with the Secretary of the meeting before any vote is cast under its authority. An instrument appointing a proxy for the election or removal of a director at a meeting of Owners shall state the name of the directors for and against whom the proxy is to vote.
- 5.14 **Co-Owners:** If two or more persons own a certain Unit, or owns 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 Owners(s) or Mortgagee(s) vote, but if more than one of them is present or are represented by proxy, they shall vote in agreement with each other, or by the majority of those entitled to vote in respect of the said Unit, failing which the vote for such Unit shall not be counted.
- 5.15 **Votes to Govern:** At all meetings of Owners, every question shall, unless otherwise requires under the Act, the Declaration or the By-laws, be decided by the majority of the votes cast on the question, as set out in Section 10 of the Article.

- 5.16 **Entitlement to Vote:** Except where, under the Act or the By-laws of the Corporation, the unanimous vote of all Owners is required, an Owner of a Unit is not entitled to vote at any meeting if any common expense or other monetary contribution payable in respect of his Unit are in arrears for thirty (30) days or more prior to the meeting. However, any such Owner not entitled to vote as aforesaid, may vote if the Corporation receives payment of the arrears with respect of the Owner's Unit before the meeting is held.
- 5.17 **Adjournment of Meeting:** The chairman may adjourn the meeting from time to time and from place to place.
- 5.18 **Minutes:** While the Corporation may produce, circulate and/or maintain minutes of any meeting that contain a more detailed narrative description of the proceedings at a meeting of Owners, the Corporation shall prepare, maintain and circulate (to those Mortgagees or Owners who have, in writing, requested same upon payment to the Corporation of a reasonable charge for photocopying such minutes) a minute record of each meeting which records the following, and only the following, information (the "Minute Record"):
- (a) the date, time and place of the meeting;
  - (b) those present in person and by proxy at the meeting;
  - (c) the identity and method of appointment of the Chair and the Secretary of the meeting;
  - (d) confirmation of the due calling of the meeting;
  - (e) confirmation of a quorum;
  - (f) the disposition of each agenda item, including a record of the mover, seconder (where necessary) and disposition of every motion made and vote held pursuant to the agenda;
  - (g) a record of the mover, seconder (where necessary) and disposition of every other motion made at the meeting;
  - (h) a record (by brief description only) of any matter raised or discussed in addition to agenda items;
  - (i) adjournment of the meeting; and
  - (j) certification of the Secretary and Chair of the meeting.

#### **ARTICLE VI - Board of Directors**

- 6.1 **The Corporation in General:** The affairs of the Corporation shall be managed by a board of directors.
- 6.2 **Qualifications:** Each director shall be 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 mentally incompetent person, he thereupon ceases to be a director. A director immediately ceases to be a director if a certificate of lien has been registered against a Unit owned by the director and the director does not obtain a discharge of the lien within ninety (90) days of the registration of the lien.
- 6.3 **Consent:** No election or appointment of a person as a director shall be effective unless:
- (a) he/she consents in writing to act as a director before his/her election or appointment or within ten (10) days thereafter; or
  - (b) he/she was present at the meeting when he/she was elected or appointed and did not refuse at that meeting to act as a director.
- 6.4 **Number of Directors:** Until amended by by-law, 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.
- 6.5 **Election and Term:**
- (a) The directors of the Corporation shall be elected in rotation and, upon the expiration of their respective term of office, shall retire but shall be eligible for re-election. At the first meeting of the Owners held to elect directors, TWO (2) directors shall be elected to hold office for a term of ONE (1) year from the date of their election; TWO (2) directors shall be elected to hold office for a term of TWO (2) years from the date of their election; and ONE (1) director shall be elected to hold office for a term of THREE (3) years from the date of his/her

election. Such directors may, however, continue to act until their successors are elected. If more than one (1) of such directors whose terms are not of equal duration shall resign from the Board prior to the expiration of their respective terms and shall be replaced at a meeting of members for that purpose, the director or directors receiving the greater votes shall complete the longest remaining terms of the resigning directors. At each annual meeting thereafter, a number of directors equal to the number of directors retiring in such year shall be elected for a term of three (3) years.

- (b) If at least fifteen (15%) percent of the units are owner occupied, as defined in subsection 51(5) of the Act, no persons other than the owners of owner-occupied units may elect a person to one of the positions on the board. If fifteen (15%) percent of the units are owner-occupied at the turnover meeting, the position on the board to be elected by owners of owner-occupied units shall be the director elected for the one (1) year term and thereafter when that position becomes vacant, the direction for the position shall be voted upon only by the owners of owner-occupied units. If at least fifteen (15%) percent of the units are not owner-occupied at the turnover meeting, but in any subsequent year more than fifteen (15%) percent of the units become owner-occupied, the position of a director whose terms expires in that year shall be designated the director to be elected by owners of owner-occupied units and thereafter when that position becomes vacant, the director for that position shall be voted upon only be the owner of owner-occupied units.

- 6.6 **Calling of Meetings:** Meetings of the Board shall be held from time to time at such place and at such time and on such day as the President and Vice-President (who is a director) or any two directors, may determine and the Secretary shall call meetings when directly authorized by the President and Vice-President (who is a director) or any two directors. In addition to any other provision in the by-laws, a quorum of directors may at any time, call a meeting of the directors for the transaction of any business. Unless otherwise provided in the by-laws, notice of any meeting so called shall be given personally, by ordinary mail or facsimile transmission, to each director addressed to him at his latest address or facsimile telephone number entered on the record of the Corporation not less than forty-eight (48) hours (excluding any part of a Sunday or of a holiday as defined by the *Interpretation Act of Canada* for the time being in force) before the time when the meeting is to be held, save that no notice of a meeting shall be necessary if all the directors are present and consent to the holding of such meeting or if those absent have waived notice of or otherwise signified in writing their consent to the holding of such meeting.
- 6.7 **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 given personally by ordinary mail or facsimile transmission to each director forthwith after being passed but no other notice shall be required for any such regular meeting.
- 6.8 **First Meeting of New Board:** The Board may, without notice, hold its first meeting for the purpose of organization and the election and appointment of officers immediately following the meeting of members at which the directors of such Board were elected, provided a quorum of directors are present.
- 6.9 **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 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 monies of the Corporation shall be invested or for any loss or damage arising from the bankruptcy, insolvency or tortuous act of any person with whom any of the monies, securities or effects of the Corporation shall be deposited or for any loss occasioned by any error of judgment or oversight on his part or for any other loss, damage or misfortune whatsoever which shall happen in the execution of the duties of his/her office in relation thereto unless the same shall happen through his/her dishonest or fraudulent act or acts.
- 6.10 **Indemnity of Directors and Officers:** Subject to the provisions of Subsection 38(1) and 38(2) of the Act, every director or officer of the Corporation and his heirs, executors, administrators and other legal personal representatives shall, from time to time, be indemnified and saved harmless by the Corporation from and against:

- (a) any liability and all damages, costs, charges and expenses that he sustains or incurs in respect of any action, suit or proceeding that is proposed, brought, commenced or prosecuted against him for or in respect of anything done or permitted or omitted to be done by him in respect of the execution of the duties of his office; and
- (b) all other costs, charges and expenses that he sustains or incurs in respect of the affairs of the Corporation;

excluding however all costs, charges and expenses incurred directly or indirectly as a result of such director's or officer's own dishonest or fraudulent act or acts, or through or by such director's or officer's gross negligence, recklessness, wilful blindness or intentional misconduct (with all of the liabilities and costs for which each director and officer shall be indemnified being hereinafter collectively referred to as the "Liabilities"), unless the Act or the by-laws of the Corporation provide otherwise, on the express understanding that:

- (i) no director or officer shall be indemnified by the Corporation in respect of any liabilities, costs, charges and/or expenses that he or she sustains or incurs arising from any action, suit or other proceeding in which such director or officer is adjudged to be in breach of his or her duty to act honestly and in good faith;
- (ii) the Corporation is advised of any such action, suit or other proceeding (and of all liabilities costs, charges and/or expenses in connection therewith) forthwith after the director or officer receives notice thereof or otherwise becomes aware of same; and
- (iii) the Corporation is given the right to join in the defense of any such action, suit or proceeding.

- 6.11 **Insurance:** Subject to the limitations contained in the Act, the Corporation shall use its best efforts to purchase and maintain such insurance for the benefit of the directors and officers of the Corporation to indemnify them against the Liabilities.
- 6.12 **Removal of Directors:** A director may be removed before the expiration of his term by a vote of Owners who together own a majority of units, and the Owners may elect at any annual general or special meeting any qualified person in the place of any director who has been so removed, or who has died or resigned, for the remainder of his term.
- 6.13 **Filling of Vacancies:** If a vacancy in the membership of the Board of directors occurs, other than by way of removal by a vote of Owners or as a result of the number of directors being increased, the majority of the remaining members of the Board may appoint any qualified person to be a member of the Board to fill such vacancy until the next annual general meeting, at which time the vacancy shall be filled by election by the Owners. However, if a vacancy arises and there is not a quorum of directors in office, the directors then in office shall forthwith call a meeting of Owners to fill all the vacancies, and in default thereof, or if there are no directors in office, the meeting may be called by any Owner.
- 6.14 **Meeting by Teleconference:** A meeting of the directors may be held by teleconference or another form of communication system that allows the directors to participate concurrently if all of the directors consent to the means used.
- 6.15 **Compensation:** The directors shall receive such compensation as may, from time to time, be decided by by-law.
- 6.16 **Standard of Care:** Every director and officer shall exercise the powers and discharge the duties of his or 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.
- 6.17 **Consent of Director at Meeting:** A director who is present at a meeting of directors, or committee of directors, is deemed to have consented to any resolution passed at such meeting or to any action taken thereat, unless such director:
  - (a) requests that his or her dissent is entered in the minutes of the meeting; or
  - (b) delivers a written dissent to the secretary of the meeting before the meeting is terminated.



A director who votes for (or consents to) a resolution is not entitled to dissent under or pursuant to the foregoing provisions hereof.

- 6.18 **Deemed Consent of a Director:** A director who was not present at a meeting at which a resolution was passed or any action taken is deemed to have consented thereto unless within seven (7) days after becoming aware of the resolution, the director:
- (a) causes his or her dissent to be entered into (or annexed to) the minutes of the meeting; or
  - (b) delivers a written dissent to the Corporation, personally or by registered mail.
- 6.19 **Minutes:** While the Corporation may produce, circulate and/or maintain minutes of any meeting that contain a more detailed narrative description of the proceedings at any meeting of Directors, the Corporation shall prepare, maintain and circulate (to those Mortgagees or Owners who have, in writing, requested same upon payment to the Corporation of a reasonable charge for photocopying such minutes) a Minute Record (as defined in Section 5.18 hereof) of each meeting.

#### **ARTICLE VII - Officers**

- 7.1 **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, a Vice-President and a Secretary and Treasurer. In default of such election, the then incumbent, if a member of the Board, shall hold office until his successor is elected. A vacancy occurring from time to time in such office may be filled by the Board from among its members.
- 7.2 **Other Elections and Appointed Officers:** From time to time, the Board may appoint one or more Vice-Presidents, a General Manager, a Treasurer and such other officers as the Board may determine, including one or more assistants to any of the officers so appointed. The officer so appointed may, but need not be, a member of the Board. One person may hold more than one office and if the same person holds both the office of Secretary and the office of Treasurer may be known as Secretary-Treasurer.
- 7.3 **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.
- 7.4 **President:** The President shall, when present, preside at all meetings of the Owners and of the Board and shall be charged with the general supervision of the business and affairs of the Corporation. Except when the Board has appointed a general manager or managing director, the President shall also have the powers and be charged with the duties of that office.
- 7.5 **Vice-President:** During the absence of the President, his duties may be performed and his powers may be exercised by the Vice-President or, if there are more than one, by the Vice-Presidents in order of seniority, as determined by the Board. 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.
- 7.6 **General Manager:** The General Manager, if one be appointed, shall have the general management and direction, subject to the authority of the Board and the supervision of the President, of the Corporation's business and affairs and the power to appoint and remove any and all employees and agents of the Corporation not elected or appointed directly by the Board and to settle the terms of their employment and remuneration. The terms of employment and remuneration of the general manager appointed by the Board shall be settled from time to time by the Board.
- 7.7 **Secretary:** The Secretary shall give or cause to be given all notices required to be given to the Owners, directors, auditors, mortgagees and all others entitled thereto; he shall attend all meetings of the directors and of the Owners and shall enter or cause to be entered in records kept for that purpose minutes of all proceedings at such meetings; he shall be the custodian of all books, papers, records, documents and other instruments belonging to the Corporation and he shall perform such other duties as may from time to time be prescribed by the Board.
- 7.8 **Treasurer:** The Treasurer shall keep or cause to be kept full and accurate books of account in which shall be recorded all receipts and disbursements of the Corporation and,

under the direction of the Board, shall control the deposit of money, the safekeeping of securities and the disbursement of funds of the Corporation; he shall render to the Board at the meeting thereof or, whenever required of him, an account of all his transactions as treasurer and of the financial position of the Corporation; and he shall perform such other duties as may from time to time be prescribed by the Board. The offices of Secretary and Treasurer may be combined.

- 7.9. **Other Officers:** The duties of all other officers of the Corporation shall be such as the terms of their engagement call for or the Board requires of them. Any of the powers and duties of an officer to whom an assistant has been appointed may be exercised and performed by such assistant unless the Board otherwise directs.
- 7.10. **Agents and Attorneys:** The Board shall have power from time to time to appoint agents or attorneys for the Corporation with such powers of management or otherwise, including the power to sub-delegate as may be thought fit.
- 7.11. **Disclosure by Officers of Interest in Contracts:** Every officer of the Corporation who is not a director has, directly or indirectly, any material interest in any material contract or transaction, to which the Corporation is or will be a party, shall disclose in writing to the Corporation the nature and extent of the interest in such contract or transaction. The disclosure shall be made at the first meeting of the Board, and entered in the minutes of the meeting, at which the contract or transaction is first considered, or if the officer becomes interested after the contract or transaction is entered into at the next meeting of directors. A general notice 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 interest in relation to any contract so made. If an officer has made a declaration or disclosure of his interest, then such officer, if he was acting honestly and in good faith at the time the contract or transaction was entered into, is not, by reason only of his holding the office of officer, accountable to the Corporation or to its Owners for any profit or gain realized from the contract or transaction, and such contract or transaction is not voidable by reason only of the officer's interest therein. In respect of any contract or transaction involving the purchase or sale of real or personal property by the Corporation that the seller acquired within five (5) years before the date of the contract or transaction or the proposed contract or transaction, the officer shall disclose the cost of the property to the seller, to the extent which such information is within the officers knowledge or control.
- 7.12. **Committees:** In order to assist the board in managing the affairs of the Corporation, the Board may from time to time establish or constitute such advisor committees to advise and make recommendations to the Board in connection with any activities undertaken (or under consideration) by the Board, including those related to management, budgets, rules and/or any other matters related to the Common Elements or any facilities, services or amenities (or any portion thereof). The members of such committees shall be appointed by the Board to hold office, and may be removed at any time by resolution of the Board.

#### **ARTICLE VIII - Banking Arrangements and Contracts**

- 8.1. **Banking Arrangements:** The banking business of the Corporation or any part thereof may be transacted with such bank or trust company as the Board may designate, appoint or otherwise, 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 bank to do any act or thing on the Corporation's behalf to facilitate such banking business.
- 8.2. **Execution of Instruments:** Subject to the provisions of the Act, and subject to the provisions of any other by-laws of the Corporation specifically designating the person or persons authorized to execute any type of class of documents on behalf of the Corporation, all deed, transfers, assignments, contracts and obligations on behalf of the Corporation may be signed by any two directors of the Corporation. 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. The manager of the Corporation, any two members of the Board, or the Corporation's solicitor, may execute a certificate of lien or discharge thereof. Subject to the provisions of the Act and the Declaration, but notwithstanding any provisions to the contrary contained herein or in any other by-laws of the Corporation, the Board may at any time (and from time to time) by resolution direct the manner in which, and the person or persons by whom, any particular deed, transfer, assignment, contract, cheque or obligation, or any class of deeds, transfers, assignments, contracts, cheques, or obligations of the Corporation may or shall be signed.

- 8.3 **No Seal:** Despite anything contained in this by-law to the contrary, any document or instrument that would otherwise require a seal need not be executed under the seal of the Corporation, provided that same has been duly executed by the person or persons expressly authorized and empowered to execute same on behalf of the Corporation, nor shall any such document or instrument be duly witnessed, in order to be valid, effective and binding upon the Corporation, provided that the name of the signatory, his or her office in the Corporation, and the phrase "I/We have the authority to bind the Corporation" are clearly set out below the signature(s) of the person(s) expressly authorized and empowered to execute same on behalf of the Corporation, and any such duly executed document or instrument shall have the same validity and binding effect on the Corporation.

- 8.4 **Execution of Status Certificates:** Status certificates may be signed by any officer or any director of the Corporation provided that the Board may by resolution direct the manner in which, and the person by whom, such certificates may or shall be signed from time to time.

#### **ARTICLE IX - Financial and Records**

- 9.1 **Financial Year End:** Unless otherwise determined by resolution of the Board, the financial year of the Corporation shall end, in each year, on the last day of the month in which the Declaration and description creating the Corporation were registered..

#### **ARTICLE X - Notice**

- 10.1 **Method of Giving Notice by the Corporation** Except as otherwise specifically provided in the Act, the Declaration, this by-law, or any other by-law of the Corporation hereinafter enacted, or the any notice, communication or other document, including budgets and notices of assessment required be given or served shall be sufficiently given, if given in accordance with the following:

- (a) **To an owner:** [who has notified the Corporation in writing of his or her ownership interest in any unit, and of his or her name and address of service], by giving same to such owner (or to any director or officer of such owner, if the owner is a corporation) either:
- (i) personally, by courier, or by ordinary mail, postage prepaid, addressed to such owner at the address for service given by such owner to the Corporation; or
  - (ii) by facsimile transmission, electronic mail, or by any other method of electronic communication (if the owner agrees in writing that the party may do so in this manner); or
  - (iii) delivered at the owner's unit or at the mail box for the owner's unit, unless:
    - a. the party giving the notice has received a written request from the owner that the notice not be given in this manner; or
    - b. the address for service that appears in the Records is not the address of the unit of the owner.
- (b) **To a mortgagee:** [who has notified the Corporation in writing of his or her interest as mortgagee in any unit, and of his or her name and address for service, and of his or her right under the terms of the mortgage to vote at a meeting of owners (or to consent in writing) in the place and stead of the mortgagor/unit owner], by giving same to such mortgage (or to any director or officer of such mortgagee, if the mortgagee is a corporation) either:

- (i) personally, by courier, or by ordinary mail, postage prepaid, addressed to such mortgagee at the address for service given by such mortgagee to the Corporation; or
  - (ii) by facsimile transmission, electronic mail, or by any other method of electronic communication (of the mortgagee agrees in writing that the party given the notice may do so in this manner).
  - (c) To the Corporation by giving same personally to any director or officer of the Corporation, or by courier or by registered mail, postage prepaid, address 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.
- 10.2. **Receipt of Notice:** If any notice is mailed as aforesaid, then such notice shall be deemed to have been received (and to be effective) on the second (2<sup>nd</sup>) day following the day on which same was mailed. If any notice is delivered personally, by courier, or by facsimile transmission or by any other method of electronic communication, then such notice shall be deemed to have been received (and to be effective) on the next day following the day on which same was personally delivered, couriered, telefaxed, or sent by any other method of electronic communication as the case may be.
- 10.3. **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 held pursuant to such notice or otherwise founded thereon.

#### **ARTICLE XI - Assessment and Collection of Common Expenses**

- 11.1 **Duties of the Board re Common Expenses:** All costs, charges and expenses which the Corporation has incurred or may incur or expend in connection with the operation, maintenance and/or repair of the Common Elements and assets of the Corporation, and as more particularly described in Schedule "E" to the Declaration, together with any other expenses, charges or costs which the board may incur or expend pursuant to the provisions of this By-law (the "Common Expenses"), shall be assessed by the Board and levied against the Owners in the proportions in which they are required to contribute to the Common Expenses as set forth in Schedule "D" to the Declaration. The Board shall, from time to time, and at least once annually, prepare the budget for the Corporation 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, which shall specifically include a provision for the Corporation's reserve fund as required by the Act.
- 11.2. **Duties of the Board Re Reserve Fund:** In addition to the foregoing, the Board shall, subject to the provisions of the Declaration which may qualify or limit such obligation, make provision for the reserve fund in the annual budget, for major repair and replacement of Common Elements and assets of the Corporation. The Corporation shall establish and maintain this reserve fund, and shall collect from the Owners as part of their contribution towards the common expenses, amounts that the Board determines sufficient for such major repair and replacement, calculated on the basis of expected repair and replacement costs and life expectancy of the Common Elements and assets of the Corporation. Moreover, the Corporation shall 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 in accordance with the Act.
- 11.3. **Notice of Common Expenses to Owners:** The Board shall advise all Owners promptly in writing of the amount of Common Expenses payable by each of them respectively determined as aforesaid and shall deliver copies of each budget on which Common Expenses are based to all Owners and Mortgagees entered in the record kept pursuant to Section 47(2) of the Act.
- 11.4. **Owner's Obligations:** Each Owner shall be obliged to pay to the Corporation, or as it may direct, the amount of common expenses assessed against each Owner, in equal monthly payments on the first day of each and every month for the 12-month period or other period of time to which such assessment is applicable, until such time as a new assessment is given to such Owner. If the Board so directs, each Owner shall forward to the Corporation forthwith a series of twelve (12) post-dated cheques covering the

monthly common expense payments payable during the period to which such assessment relates. Alternately, the Corporation may require the Owner to establish a pre-authorized debit whereby the Corporation or the property manager shall debit from the Owner's account, the monthly common expense contribution. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any rules and regulations of the Corporation in force from time to time by any Unit Owner, or by members of his family and/or their invitees or licensees, shall be borne and/or paid for by such Owner, and may be recovered by the Corporation against such Owner in the same manner as common expenses.

- 11.5. **Extraordinary Expenditures:** In addition to the annual assessment, extraordinary expenditures not contemplated in the foregoing budget and for which the Board shall not have sufficient funds may be assessed at any time during the year by the Board serving notice of such assessment on all Owners as an additional common expense. The notice shall include a written statement setting out the reasons for the assessment. The assessment shall be payable by each Owner within ten (10) days after the delivery thereof to him or within such further period of time or in such instalments as the Board may determine.

- 11.6. **Default in Payment of Assessment (also refer to Article XIV hereof):**

- (a) Arrears of payments required to be made under the provisions of this Article XI shall bear interest at the rate of TWENTY-FOUR (24%) PERCENT annum and shall be compounded monthly until paid and shall be deemed to constitute a reasonable charge incurred by the Corporation in collecting the unpaid amounts within the meaning of the Act,
- (b) In addition to any remedies or liens provided by the Act, if any Owner is in default in payment of a common expense assessment levied against him, for a period of fifteen (15) days, the Board may bring legal action for or on behalf of 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; and
- (c) The Board when giving notice of default in payment of common expenses or any other default to the Owner of the Unit, shall concurrently send a copy of such notice to each mortgagee of such Unit who has requested that such notices be sent to him/her.

#### **ARTICLE XII – Damage and Liability for Costs**

- 12.1. **Procedure Where Damage Occurs:** Where the Board, pursuant to the Act, has determined that there has been substantial damage to TWENTY-FIVE (25%) PERCENT of the replacement cost of all the buildings and structures on the property, a meeting of the Owners shall be called for the purpose of voting for termination of the government of the property as a condominium.
- 12.2. **Plans and Specifications:** A complete set of all the plans and specifications given to the Board by the proposed Declarant, together with plans and specifications for any additions, alterations, or improvements from time to time made to the or to any Unit with the prior consent in writing of the Board shall be maintained in an office of the Corporation on the site.
- 12.3. **Abatement and Restraint of Violations by Unit Owners and Liability for Costs:** The Owner of a Unit is responsible for any cost incurred to repair:
- (a) damage to the Common Elements or other Units that may have been caused by either the Owner's use or his/her residents or their visitors use of same; and
  - (b) damage to the Common Elements that has been caused by the deliberate or negligent conduct of any Owner, resident or their invited guests.

In those cases where it has been determined that the responsibility for payment of the cost to repair is that of the Unit Owner, or where an Owner requests to repair a Common Element him/herself, the Board shall approve the selection of the contractor and/or the method of repair. This decision, at the discretion of the Board, shall be based on a minimum of two (2) bids, the method of repair, the meeting of standards of uniformity and consideration of the convenience of the Owner(s) involved.

- 12.4 **Additional Rights of Corporation:** The violation of any provisions of the Act, the Declaration, the By-laws, and/or the rules adopted by the Board, shall give the Board the right, in addition to any other rights set forth in these by-laws:
- (a) to enter the Unit in which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board shall not thereby be deemed guilty in any manner of trespass; or
  - (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach, including without limiting the generality of the foregoing an application for an order for compliance by implementing such proceedings as provided for in Part IX of the Act.
- 12.5 **Insurance Deductible:** Pursuant to subsections 105(2) and (3) of the Act, where any insurance policy obtained or maintained by the Corporation contains a deductible clause that limits the amount payable by the insurer, then the portion of any loss that is excluded from coverage shall be deemed a common expense, provided however that if an Owner, tenant or any other person residing in and/or using the Owner's Unit with the permission or knowledge of the Owner, by or through any act or omission causes damage to such Owner's Unit, or to any other Unit(s), or to any portion of the Common elements, in those circumstances where such damage was not caused or contributed by any act or omission of the Corporation (or any of its directors, officers, agents or employees), then the amount which is equivalent to the lesser of the cost of repairing the damage and the deductible limit of the Corporation's insurance policy shall be added to the common expenses payable in respect of such Owner's Unit, together with all costs and expenses incurred by the Corporation (either directly or indirectly) in resolving such claim and/or having such damage fully rectified (including the increase in insurance premiums, if any, charged or levied against the Corporation by its insurer as a result of such claim or damage, together with all legal costs incurred by the Corporation on a solicitor and client basis), and shall be recoverable from such Owner in the same manner (and upon the same terms) as unpaid common expenses.

#### **ARTICLE XIII - Indemnification**

- 13.1 **Indemnification:** Each Owner shall indemnify and save harmless the Corporation from and against any loss, costs, damage, injury or liability whatsoever which the Corporation may suffer or incur resulting from or caused by an act or omission of such Owner, his family or any member thereof, any other resident of his Unit or any guests, invitees or licensees of such Owner or resident to or with respect to the Common Elements and/or all Units, except for any loss, costs, damages, injury or liability caused by an insured (as defined in any policy or policies of insurance) and insured against by the Corporation.
- 13.2. **Contributions:** All payments pursuant to this Section are deemed to be additional contributions toward the Common Expenses and are recoverable as such.

#### **ARTICLE XIV - Default**

- 14.1 **Notice of Unpaid Common Expenses:** The Board whenever so requested in writing by an Owner or Mortgagee entered on the register, shall promptly report to such Owner or Mortgagee any unpaid common expenses due from, or any other default by, any Owner and any other moneys claimed by the Corporation against any Owner which are thirty (30) days past due.
- 14.2 **Notice of Default:** The Board, when giving notice of default in payment of common expenses or any other default to the Owner of the Unit, shall concurrently send a copy of such notice to each registered Mortgagee of such Unit who has requested that such notices be sent to him.
- 14.3 **Notice of Lien:** Where a lien for arrears of common expenses arises in favour of the Corporation pursuant to s. 85(1) of the Act, the Corporation shall, on or before the day a notice of lien is registered, give notice of the lien to every encumbrancer whose encumbrance is registered against the title of the Unit, by personal service of the notice or by sending the notice by registered prepaid post addressed to the encumbrancer at his last known address.

**ARTICLE XV – PROCEDURES FOR MEDIATING DISPUTES**



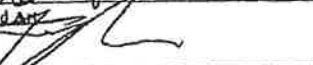
- 15.1 **Mediation Procedures:** For the purposes of complying with section 132 of the Act (if and where applicable), the procedure with respect to the mediation of disputes or disagreements between the Corporation and any Owner(s) shall be conducted in accordance with the rules of procedure for the conduct of mediation attached hereto as Appendix "A".

**ARTICLE XVI - Miscellaneous**

- 16.1 **Invalidity:** The invalidity of any part of this by-law shall not impair or affect in any manner the validity and enforceability or effect of the balance thereof.
- 16.2 **Gender:** The use of the masculine gender in this by-law shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include plural wherever the context so requires.
- 16.3 **Waiver:** No restriction, condition, obligation or provision contained in this by-law shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.
- 16.4 **Headings:** The headings in the body of this by-law form no part thereof but shall be deemed to be inserted for convenience of reference only.
- 16.5 **Alterations:** 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.
- 16.6 **Conflicts:** In the case of a conflict between the provisions of the Act and any provision in the Declaration, Bylaws or Rules, the Act shall prevail. In the case of a conflict between the provisions in the Declaration and any provision in the By-laws or Rules, the Declaration shall prevail. In the event the provisions of the Act or in the Declaration are silent the provisions of the By-laws shall prevail.

THE FOREGOING BY-LAW is hereby passed by the three directors of the Corporation pursuant to the Act of as evidenced by the signatures hereto of the three directors

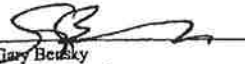

DATED this 3<sup>rd</sup> day of November, 2014

  
 Gary Bensky  
  
 David Art  
  
 Jared Bensky

THE UNDERSIGNED, which owns one hundred (100%) percent of the Units, hereby confirms, pursuant to the provisions of the Condominium Act of Ontario, the foregoing By-Law No. 1 of the said Corporation signed by all the directors of the said Corporation as By-Law No. 1 thereof pursuant to the provisions of the Condominium Act on the 3<sup>rd</sup> day of November, 2014.

DATED this 5<sup>th</sup> day of ~~September~~ November, 2014.

**WYCLIFFE KIPLING LIMITED**

Per:   
 Name: Gary Bensky  
 Title: A.S.O.  
 Per:   
 Name: David Art  
 Title: A.S.O.  
 We have authority to bind the Corporation.

## APPENDIX "A" TO BY-LAW NO. 1

### ARTICLE I - PRE-MEDIATION PROCEEDINGS

Prior to submitting a dispute on any question or matter to a mediator appointed by the parties in accordance with Section 132 of the *Condominium Act, 1998* as set forth below, and within fourteen (14) days of the dispute first arising, the Unit Owner (or Unit Owners) and the Board shall meet on at least one occasion, and shall use their best efforts to resolve the question or matter in dispute through good faith negotiations conducted at such meeting. If the parties are able to agree upon the selection of a neutral person, who may be and include the Corporation's Property Manager and/or a highly regarded member of the community, the meeting shall include such neutral person(s), all acting with a view to coming to a resolution of the question or matter in dispute without further proceedings, including the conduct of mediation with the assistance of an outside mediator.

If one of the parties to the question or matter in dispute is unable or unwilling to participate in the initial meeting described in the preceding paragraph, then either party to the dispute may within 5 business days give written notice to the other that it is submitting the question or matter in dispute to the mediation and arbitration procedures set forth below.

If the parties, having met and used their best efforts to resolve the question or matter in dispute through good faith negotiation, have been unable to resolve the question or matter in dispute, then either party may, thereafter, give notice to the other that it is submitting the question or matter in dispute to mediation.

### ARTICLE 2 - MEDIATION

Within 30 days following the giving of notice by one party to the other party or parties as set forth above, the question or matter in dispute shall be settled, initially, by mediation proceedings in accordance with Section 132 of the *Condominium Act, 1998*.

#### Selection and Role of the Mediator:

The party serving notice of mediation shall set forth in the notice to the other party the names, qualification and experience of two or more mediators from whom the other party may select one, or alternatively, may furnish to the first party its own list of two or more persons qualified to act as a mediator, and within 7 days thereafter, the parties shall communicate directly with one another to select a mediator. If the parties are unable to agree upon the selection of a mediator within 7 days, or within such longer period of time as may be agreeable to the parties, then the appointment of a mediator shall be conducted by any one of the founding members or by the executive director of the Condominium Dispute Resolution Centre (the "CDRC") whose decision in the appointment of a qualified mediator for this purpose shall be final and binding upon the parties.

The mediator selected by the parties or, failing their agreement, appointed by the CDRC, shall not have had any current or past relationship of any kind with any of the parties that might otherwise give rise to justifiable doubts as to his or her impartiality or independence in assuming a neutral role as a mediator to assist the parties in the resolution of their dispute.

The mediator's role is to assist the parties to negotiate a resolution of their dispute. The mediator will not make decisions for the parties about how the matter should or must be resolved.

#### Party Confidentiality:

The parties to the question or matter in dispute acknowledge that the mediation is a confidential settlement process, and that they are participating in the process with the understanding that anything discussed in the mediation cannot be used in any other proceeding.

#### Pre-Mediation Information:

Each of the parties shall provide to the mediator a brief description of the dispute in writing in order to facilitate a more complete understanding of the controversy and the issues to be mediated not less than two (2) days prior to the first mediation session, which date the mediator shall have authority to establish at the earliest possible and convenient date to the parties.



**Authority to Settle:**

The parties or those representing them at the mediation shall have full, unqualified authority to settle the controversy.

**Mediator Confidentiality:**

The mediator shall not disclose to anyone who is not a party to the mediation anything said or any materials submitted to the mediator except when ordered to do so by judicial authority or where required to do so by law.

**Legal Representation:**

The parties may seek legal representation or advice prior to or during the mediation. They may have lawyers present at the mediation, if they so desire. If the mediator selected by the parties is a qualified lawyer, he or she will not provide legal representation or legal advice to any party at any time, and the mediator has no duty to assert or protect the legal rights and responsibilities of any party, or to raise any issue not raised by the parties themselves, or to determine who should participate in the mediation.

**Right to Withdraw:**

In accordance with Section 132 of the *Condominium Act, 1998*, it is mandatory that each party to the dispute attend the initial mediation session. Prior to such attendance, each party shall provide the mediator with a brief description of the dispute in writing. Subject to the foregoing requirements, each party shall be entitled to withdraw at and from the initial mediation session.

**Costs of the Mediation:**

In accordance with Section 132 of the *Condominium Act, 1998*, each party shall pay the share of the mediator's fees and expenses that the settlement specifies, if a settlement is obtained, or the mediator specifies in the notice stating that the mediation has failed, if the mediation fails.

**Notice and Report:**

In the event that the parties are unable, with the assistance of the mediator, to settle their dispute, the mediator shall deliver a notice to the parties stating that the mediation has failed, and the parties shall thereafter resolve their dispute by arbitration under the *Arbitration Act, 1991* and in the manner set forth below.

**Settlement:**

In accordance with Section 132 of the *Condominium Act, 1998*, upon obtaining a settlement between the parties with respect to the disagreement submitted to mediation, the mediator shall make a written report of the settlement which shall form part of the agreement or matter that was the subject of the mediator.

**ARTICLE 3 - ARBITRATION**

In the event the parties are unable to resolve the question or matter in dispute between (or among) them either because the mediation has failed or one of the parties to the mediation and/or the mediator has withdrawn from the mediation, or one of the parties has failed to attend and participate in the initial mediation session, then the question or matter in dispute shall, within TEN (10) days of the happening of any of the foregoing occurrences which has resulted in the failure of mediation, be submitted to arbitration in accordance with the *Arbitration Act, 1991*, as amended from time to time, and as follows:

**Selection of Arbitrator:**

The parties, or any of them, shall follow the same procedure in selecting a sole arbitrator to hear their dispute as has been or is required to be followed in the selection of a mediator as set forth above, and the parties acknowledge and accept that the decision of the sole arbitrator, so selected, once rendered in the format of a final award on the merits of the dispute, shall be binding upon the parties, and shall not be subject to appeal under any circumstances (whether with respect to question of law, a question of fact, a question of mixed fact and law, or otherwise).

Any arbitrator appointed pursuant to the provisions of this By-Law shall have the following minimum qualifications, namely:

- a) be a member of the Arbitration and Mediation Institute of Ontario, or be someone who has successfully completed the Arbitration II Course at the University of Toronto or a comparable course at a comparable institution within the Province of Ontario; and
- b) in acting as a sole arbitrator, being impartial and independent of the parties to the dispute, having confirmed to the parties that he or she has no current or past relationship of any kind with any of the parties that might otherwise give rise to justifiable doubts as to his or her impartiality or independence in hearing the arbitration.

**Pre-arbitration information:**

The party initiating arbitration proceedings shall do so by notice in writing to the other party within TEN (10) days following the date of selection of the sole arbitrator, setting forth a brief description of the issue(s) or matter(s) submitted for arbitration. The notice shall commence the arbitration proceedings. The responding party shall, within TEN(10) days of the date of receipt of the notice from the initiating party, reply by setting forth a brief description of any additional or further issues or matters it wishes to submit for arbitration in the context of the overall controversy.

The arbitrator shall conduct a pre-arbitration hearing or conference call with the disputing parties or with their counsel, not later than TEN (10) days from the date of selection of the arbitrator, in order to identify and narrow the issues in dispute, to ascertain the relevant evidence to be submitted and the number (and names) of the witnesses to be called (if any), including any expert witnesses needed or desired (and to limit the number of expert witnesses to be called), and to ultimately assess the approximate length of time that the arbitration proceedings will take.

**Recording of evidence:**

To reduce the expenses of the arbitration process, no format transcribing or recording of evidence shall be undertaken unless all parties to the dispute agree thereto (and concomitantly agree to the payment of all costs and expenses associated therewith). Any of the disputing parties and/or the arbitrator may have a tape recorder present to assist in confirming what evidence has been submitted and to monitor the general conduct of the proceedings.

**Exchange of written statements:**

Each of the disputing parties will be required to submit brief written statements summarizing their respective claims or defences (as the case may be) within the time frame specified by the arbitrator, indicating the facts supporting their respective positions, identifying the point(s) in issue and the relief sought, and accompanied by any documents considered relevant.

**Arbitration Hearing;**

Within FORTY-FIVE (45) days of the date of exchange of written statements, and the production of any documents required to be produced by the arbitrator for delivery to another party or parties, a hearing will be convened by the arbitrator for the presentation of evidence and the submission of oral arguments by or on behalf of the disputing parties, and the arbitrator shall determine any matters of procedure regarding the arbitration proceedings which are not specified herein, in accordance with the *Arbitration Act, 1991*, as amended from time to time. To ensure the timeliness of the proceedings, the arbitrator may impose financial penalties for the breach of any time limits imposed or established in connection with the submission of written statements, the provision of any documents, or the taking of any step or action by any of the parties in respect of the arbitration proceedings, not exceeding the sum of FIVE HUNDRED DOLLARS (\$500.00) per breach.

**Authority of the Arbitrator:**

The arbitrator shall have the power to make an order for the detention, preservation or inspection of property or documents that are the subject matter of the arbitration (or connected with any question that may arise during the arbitration proceedings), and the arbitrator shall have the power to order any party to provide security in connection with same, akin to the powers exercisable under Section 18(1) of the *Arbitration Act, 1991*. Any objection to the lack of jurisdiction of the arbitrator to arbitrate the matter(s) or issue(s) in dispute, or pertaining to the arbitrator exceeding his or her authority, shall be raised by the party alleging same as soon as reasonably possible after the arbitration has been commenced, and any such objection shall

be ruled upon by the arbitrator as a preliminary question (rather than being dealt with in his or her ultimate award), and there shall be no appeal or review of such ruling under Section 17(8) of the *Arbitration Act, 1991*.

#### ARTICLE 4- ARBITRAL AWARD

The arbitrator shall, after reviewing the statements submitted and hearing the evidence and arguments presented by or on behalf of the disputing parties, render a decision, together with written reasons therefore, as soon as reasonably possible, but in no event later than thirty (30) days following the date that the final submissions have been made: by or on behalf of the parties to the dispute and the hearings with respect thereto have been formally concluded, and the arbitrator shall deliver a copy thereof to each of the parties following the rendering of same.

##### Costs of the Arbitration:

Unless otherwise provided in the arbitral award to the contrary, each party shall bear (and be solely responsible for) the costs of its own legal counsel and witnesses, and each party shall bear (and be solely responsible for) its equal share of the costs of the sole arbitrator. Notwithstanding the foregoing, the arbitrator shall, upon hearing brief oral submissions requested to be made with respect to an award of costs, have the power and discretion to award any scale of costs (i.e., party and party, solicitor and his/her own client etc.) or a fixed cost between or among the disputing parties in such amounts and in such proportions at the arbitrator may deem appropriate, provided however, that any party who exceeds any limit imposed by the arbitrator at the pre-arbitration hearing with respect to the number of witnesses to be called, and/or the number of expert witnesses to be heard, shall be disentitled to receive any award of costs which purports to compensate such party (in whole or in part) for the provision or attendance of such excess witnesses/experts.

*Save as expressly modified by the foregoing provisions of Articles 3 and 4 hereof, the provisions contained in the Arbitration Act, 1991, and any successor statute, including the withdrawal or removal of an arbitrator, the application of the Courts of Justice Act to the awarding of costs, pre judgement interest, etc., shall continue to apply to an arbitration conducted by the Corporation in accordance with foregoing provisions hereof.*

**Properties**

<i>PIN</i>	29801 - 0001 LT
<i>Description</i>	UNIT 1, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0002 LT
<i>Description</i>	UNIT 2, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0003 LT
<i>Description</i>	UNIT 3, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0004 LT
<i>Description</i>	UNIT 4, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0005 LT
<i>Description</i>	UNIT 5, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0006 LT
<i>Description</i>	UNIT 6, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0007 LT
<i>Description</i>	UNIT 7, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0008 LT
<i>Description</i>	UNIT 8, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0009 LT
<i>Description</i>	UNIT 9, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0010 LT
<i>Description</i>	UNIT 10, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0011 LT
<i>Description</i>	UNIT 11, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN

**Properties**

<i>PIN</i>	29801 - 0012 LT
<i>Description</i>	UNIT 12, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0013 LT
<i>Description</i>	UNIT 13, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0014 LT
<i>Description</i>	UNIT 14, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0015 LT
<i>Description</i>	UNIT 15, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0016 LT
<i>Description</i>	UNIT 16, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0017 LT
<i>Description</i>	UNIT 17, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0018 LT
<i>Description</i>	UNIT 18, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0019 LT
<i>Description</i>	UNIT 19, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0020 LT
<i>Description</i>	UNIT 20, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0021 LT
<i>Description</i>	UNIT 21, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0022 LT
<i>Description</i>	UNIT 22, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN

**Properties**

<i>PIN</i>	29801 - 0023 LT
<i>Description</i>	UNIT 23, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0024 LT
<i>Description</i>	UNIT 24, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0025 LT
<i>Description</i>	UNIT 25, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0026 LT
<i>Description</i>	UNIT 26, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0027 LT
<i>Description</i>	UNIT 27, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0028 LT
<i>Description</i>	UNIT 28, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0029 LT
<i>Description</i>	UNIT 29, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0030 LT
<i>Description</i>	UNIT 30, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0031 LT
<i>Description</i>	UNIT 31, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0032 LT
<i>Description</i>	UNIT 32, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0033 LT
<i>Description</i>	UNIT 33, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN

**Properties**

<b>PIN</b>	29801 - 0034 LT
<b>Description</b>	UNIT 34, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<b>Address</b>	VAUGHAN
<b>PIN</b>	29801 - 0035 LT
<b>Description</b>	UNIT 35, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<b>Address</b>	VAUGHAN
<b>PIN</b>	29801 - 0036 LT
<b>Description</b>	UNIT 36, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<b>Address</b>	VAUGHAN
<b>PIN</b>	29801 - 0037 LT
<b>Description</b>	UNIT 37, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<b>Address</b>	VAUGHAN
<b>PIN</b>	29801 - 0038 LT
<b>Description</b>	UNIT 38, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<b>Address</b>	VAUGHAN
<b>PIN</b>	29801 - 0039 LT
<b>Description</b>	UNIT 39, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<b>Address</b>	VAUGHAN
<b>PIN</b>	29801 - 0040 LT
<b>Description</b>	UNIT 40, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<b>Address</b>	VAUGHAN
<b>PIN</b>	29801 - 0041 LT
<b>Description</b>	UNIT 41, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<b>Address</b>	VAUGHAN
<b>PIN</b>	29801 - 0042 LT
<b>Description</b>	UNIT 1, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<b>Address</b>	VAUGHAN
<b>PIN</b>	29801 - 0043 LT
<b>Description</b>	UNIT 2, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<b>Address</b>	VAUGHAN
<b>PIN</b>	29801 - 0044 LT
<b>Description</b>	UNIT 3, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<b>Address</b>	VAUGHAN

**Properties**

<i>PIN</i>	29801 - 0045 LT
<i>Description</i>	UNIT 4, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0046 LT
<i>Description</i>	UNIT 5, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0047 LT
<i>Description</i>	UNIT 6, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0048 LT
<i>Description</i>	UNIT 7, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0049 LT
<i>Description</i>	UNIT 8, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0050 LT
<i>Description</i>	UNIT 9, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0051 LT
<i>Description</i>	UNIT 10, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0052 LT
<i>Description</i>	UNIT 11, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0053 LT
<i>Description</i>	UNIT 12, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0054 LT
<i>Description</i>	UNIT 13, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0055 LT
<i>Description</i>	UNIT 14, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN



**Properties**

<i>PIN</i>	29801 - 0056 LT
<i>Description</i>	UNIT 15, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0057 LT
<i>Description</i>	UNIT 16, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0058 LT
<i>Description</i>	UNIT 17, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0059 LT
<i>Description</i>	UNIT 18, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0060 LT
<i>Description</i>	UNIT 19, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0061 LT
<i>Description</i>	UNIT 20, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0062 LT
<i>Description</i>	UNIT 21, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0063 LT
<i>Description</i>	UNIT 22, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0064 LT
<i>Description</i>	UNIT 23, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0065 LT
<i>Description</i>	UNIT 24, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0066 LT
<i>Description</i>	UNIT 25, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN

**Properties**

PIN 29801 - 0067 LT

Description UNIT 26, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN

Address VAUGHAN

**Applicant(s)**

Name YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1270

Address for Service c/o FirstService Residential  
89 Skyway Avenue, Suite 200  
Toronto Ontario M9W 6R4

York Region Standard Condominium Corporation No. 1270 hereby certifies that by-law number 2 attached hereto See Schedules is a true copy of the by-law. The by-law was made in accordance with the Condominium Act. The owners of a majority of the units of the corporation have voted in favour of confirming the by-law.

I, Gary Bensky (A.S.O.), I, David Art (A.S.O.) and I, Jared Bensky (A.S.O), have the authority to bind the corporation.

**Signed By**

Lindsay Mitchell Kazdan

1 Adelaide Street E., Suite 801  
Toronto  
M5C 2V9acting for  
Applicant(s)

Signed

2014 11 07

Tel 416-869-1234

Fax 416-869-0547

I have the authority to sign and register the document on behalf of the Applicant(s).

**Submitted By**

GARFINKLE, BIDERMAN LLP

1 Adelaide Street E., Suite 801  
Toronto  
M5C 2V9

2014 11 07

Tel 416-869-1234

Fax 416-869-0547

**Fees/Taxes/Payment**

Statutory Registration Fee \$60.00

Total Paid \$60.00

**File Number**

Applicant Client File Number :

7390-005

**Condominium Act, 1998**

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

York Region Standard Condominium Corporation No. 1270 (known as the "Corporation")  
certifies that:

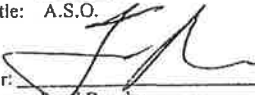
1. The copy of By-law Number 2, attached as Schedule "A", is a true copy of the By-law.
2. The By-law was made in accordance with the *Condominium Act, 1998*.
3. The Owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

Dated this 3<sup>rd</sup> day of November, 2014.

**York Region Standard Condominium  
Corporation No. 1270**

Per:   
Name: Gary Bensky  
Title: A.S.O.

Per:   
Name: David Art  
Title: A.S.O.

Per:   
Name: Jared Bensky  
Title: A.S.O.  
We have authority to bind the Corporation

## SCHEDULE "A"

## YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1270

## BY-LAW #2

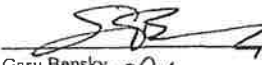
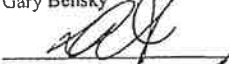

BE IT ENACTED AS BY-LAW NO. 2 OF YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1270 (hereinafter referred to as the "Corporation") as follows:

The directors of the Corporation may, from time to time:

- (a) borrow money on the credit of the Corporation;
- (b) 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 any money borrowed or other debts or any obligation or liability of the Corporation;
- (c) 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 the foregoing Sections of this by-law to such extent and in such manner as the directors shall determine at the time of such delegation; and
- (d) give indemnities to any director or other person who has undertaken or is about to undertake any liability on behalf of the Corporation or any corporation controlled by it and secure any such director or other person against loss by giving him by way of security a mortgage or charge upon the whole or any part of the real and personal property, undertaking and rights of the Corporation.

THE FOREGOING BY-LAW is hereby passed by the three directors of the Corporation pursuant to the Act of as evidenced by the signatures hereto of the three directors



DATED this 3<sup>rd</sup> day of November, 2014

  
 Gary Bensky  
  
 David Art  
  
 Jared Bensky

THE UNDERSIGNED, which owns one hundred (100%) percent of the Units, hereby confirms, pursuant to the provisions of the Condominium Act of Ontario, the foregoing By-Law No. 2 of the said Corporation signed by all the directors of the said Corporation as By-Law No. 2 thereof pursuant to the provisions of the Condominium Act on the 3<sup>rd</sup> day of November, 2014.

DATED this 3<sup>rd</sup> day of November, 2014

## WYCLIFFE KIPLING LIMITED

Per:   
 Name: Gary Bensky  
 Title: A.S.O.  
 Per:   
 Name: David Art  
 Title: A.S.O.  
 We have authority to bind the Corporation.

**Properties**

PIN	29801 - 0001 LT
Description	UNIT 1, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
Address	VAUGHAN
PIN	29801 - 0002 LT
Description	UNIT 2, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
Address	VAUGHAN
PIN	29801 - 0003 LT
Description	UNIT 3, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
Address	VAUGHAN
PIN	29801 - 0004 LT
Description	UNIT 4, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
Address	VAUGHAN
PIN	29801 - 0005 LT
Description	UNIT 5, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
Address	VAUGHAN
PIN	29801 - 0006 LT
Description	UNIT 6, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
Address	VAUGHAN
PIN	29801 - 0007 LT
Description	UNIT 7, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
Address	VAUGHAN
PIN	29801 - 0008 LT
Description	UNIT 8, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
Address	VAUGHAN
PIN	29801 - 0009 LT
Description	UNIT 9, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
Address	VAUGHAN
PIN	29801 - 0010 LT
Description	UNIT 10, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
Address	VAUGHAN
PIN	29801 - 0011 LT
Description	UNIT 11, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
Address	VAUGHAN

**Properties**

<i>PIN</i>	29801 - 0012 LT
<i>Description</i>	UNIT 12, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0013 LT
<i>Description</i>	UNIT 13, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0014 LT
<i>Description</i>	UNIT 14, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0015 LT
<i>Description</i>	UNIT 15, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0016 LT
<i>Description</i>	UNIT 16, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0017 LT
<i>Description</i>	UNIT 17, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0018 LT
<i>Description</i>	UNIT 18, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0019 LT
<i>Description</i>	UNIT 19, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0020 LT
<i>Description</i>	UNIT 20, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0021 LT
<i>Description</i>	UNIT 21, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0022 LT
<i>Description</i>	UNIT 22, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN

**Properties**

<i>PIN</i>	29801 - 0023 LT
<i>Description</i>	UNIT 23, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0024 LT
<i>Description</i>	UNIT 24, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0025 LT
<i>Description</i>	UNIT 25, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0026 LT
<i>Description</i>	UNIT 26, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0027 LT
<i>Description</i>	UNIT 27, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0028 LT
<i>Description</i>	UNIT 28, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0029 LT
<i>Description</i>	UNIT 29, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0030 LT
<i>Description</i>	UNIT 30, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0031 LT
<i>Description</i>	UNIT 31, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0032 LT
<i>Description</i>	UNIT 32, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0033 LT
<i>Description</i>	UNIT 33, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN

**Properties**

<i>PIN</i>	29801 - 0034 LT
<i>Description</i>	UNIT 34, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0035 LT
<i>Description</i>	UNIT 35, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0036 LT
<i>Description</i>	UNIT 36, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0037 LT
<i>Description</i>	UNIT 37, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0038 LT
<i>Description</i>	UNIT 38, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0039 LT
<i>Description</i>	UNIT 39, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0040 LT
<i>Description</i>	UNIT 40, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0041 LT
<i>Description</i>	UNIT 41, LEVEL 1, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0042 LT
<i>Description</i>	UNIT 1, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0043 LT
<i>Description</i>	UNIT 2, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0044 LT
<i>Description</i>	UNIT 3, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN



**Properties**

<i>PIN</i>	29801 - 0045 LT
<i>Description</i>	UNIT 4, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0046 LT
<i>Description</i>	UNIT 5, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0047 LT
<i>Description</i>	UNIT 6, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0048 LT
<i>Description</i>	UNIT 7, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0049 LT
<i>Description</i>	UNIT 8, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0050 LT
<i>Description</i>	UNIT 9, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0051 LT
<i>Description</i>	UNIT 10, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0052 LT
<i>Description</i>	UNIT 11, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0053 LT
<i>Description</i>	UNIT 12, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0054 LT
<i>Description</i>	UNIT 13, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN
<i>PIN</i>	29801 - 0055 LT
<i>Description</i>	UNIT 14, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
<i>Address</i>	VAUGHAN

**Properties**

PIN	29801 - 0056 LT
Description	UNIT 15, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
Address	VAUGHAN
PIN	29801 - 0057 LT
Description	UNIT 16, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
Address	VAUGHAN
PIN	29801 - 0058 LT
Description	UNIT 17, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
Address	VAUGHAN
PIN	29801 - 0059 LT
Description	UNIT 18, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
Address	VAUGHAN
PIN	29801 - 0060 LT
Description	UNIT 19, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
Address	VAUGHAN
PIN	29801 - 0061 LT
Description	UNIT 20, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
Address	VAUGHAN
PIN	29801 - 0062 LT
Description	UNIT 21, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
Address	VAUGHAN
PIN	29801 - 0063 LT
Description	UNIT 22, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
Address	VAUGHAN
PIN	29801 - 0064 LT
Description	UNIT 23, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
Address	VAUGHAN
PIN	29801 - 0065 LT
Description	UNIT 24, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
Address	VAUGHAN
PIN	29801 - 0066 LT
Description	UNIT 25, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN
Address	VAUGHAN

**Properties**

PIN 29801 - 0067 LT  
Description UNIT 26, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1270 AND  
ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN  
SCHEDULE A AS IN YR2206877; CITY OF VAUGHAN  
Address VAUGHAN

**Applicant(s)**

Name YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1270  
Address for Service c/o FirstService Residential  
89 Skyway Avenue, Suite 200  
Toronto Ontario M9W 6R4

York Region Standard Condominium Corporation No. 1270 hereby certifies that by-law number 3 attached hereto See Schedules is a true copy of the by-law. The by-law was made in accordance with the Condominium Act. The owners of a majority of the units of the corporation have voted in favour of confirming the by-law.

I, Gary Bensky (A.S.O.), I, David Art (A.S.O.) and I, Jared Bensky (A.S.O.), have the authority to bind the corporation.

**Signed By**

Lindsay Mitchell Kazdan 1 Adelaide Street E., Suite 801 acting for Signed 2014 11 07  
Toronto Applicant(s)  
M5C 2V9  
Tel 416-869-1234  
Fax 416-869-0547

I have the authority to sign and register the document on behalf of the Applicant(s).

**Submitted By**

GARFINKLE, BIDERMAN LLP 1 Adelaide Street E., Suite 801 2014 11 07  
Toronto  
M5C 2V9  
Tel 416-869-1234  
Fax 416-869-0547

**Fees/Taxes/Payment**

Statutory Registration Fee \$60.00  
Total Paid \$60.00

**File Number**

Applicant Client File Number: 7390-005

Condominium Act, 1998

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

York Region Standard Condominium Corporation No. 1270 (known as the  
"Corporation") certifies that:

1. The copy of By-law Number 3, 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 3<sup>rd</sup> day of November, 2014.

**York Region Standard Condominium  
Corporation No. 1270**

Per: 

Name: Gary Bensky

Title: A.S.O.

Per: 

Name: David Art

Title: A.S.O.

Per: 

Name: Jared Bensky

Title: A.S.O.

We have authority to bind the Corporation

## SCHEDULE "A"

## YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1270

BY-LAW NO. 3

A By-law that identifies the standard unit for the purposes of sections 89 and 99 of the *Condominium Act, 1998* (the "Act").

## WHEREAS:

- (a) Pursuant to subsection 89(2) of the Act, the obligation of a condominium corporation to repair a unit after damage does not include repair after damage to improvements made to a unit;
- (b) Pursuant to subsection 99(4) of the Act, the obligation of a condominium corporation to obtain and maintain insurance does not include insurance for damage to improvements made to a unit;
- (c) Each unit owner is responsible to insure the improvements to his or her unit;
- (d) Any component of a unit over and above the defined standard unit is considered to be an improvement;
- (e) Subsections 89(3) and 99(5) of the Act require the determination of what constitutes an improvement to a unit to be by reference to a standard unit definition;
- (f) For the purposes of defining what constitutes a standard unit the Corporation has only one class of standard residential units (the "Units" and each one singular is hereinafter referred to as a "Unit");

BE IT ENACTED AS BY-LAW NO. 3 OF YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1270 (hereinafter referred to as the "Corporation") as follows:


- 1. The boundaries of the Units are as defined in Schedule "C" of the Corporation's declaration. This By-law does not amend or affect any definitions set out in the Corporation's declaration or any obligations or responsibilities set out therein.
- 2. For the purposes of this By-law the standard unit for all Units shall consist of only those items listed in Appendix "A" attached to this By-law, subject to the following:
  - (a) any of the materials, models and brands referred to in Appendix "A" may be replaced with materials, models or brands that are of similar or better quality and finish, should the original materials, models or brands not be available for any reason;
  - (b) all materials referred to in Appendix "A" are standard builder's grade in quality unless specifically stated otherwise;
  - (c) should a dispute/disagreement arise over the manufacturer, quality, colour, style, texture, dimension and/or finish of any item referred to in Appendix "A" or the use of similar or better materials, models and brands where the original materials, models or brands are not available, the final and unfettered determination shall be reserved to the board of directors;

- (d) the standard Unit shall not include any addition, alteration or improvement to the Unit and/or common elements;
  - (e) the standard Unit shall not include any floor coverings, as contemplated in Schedule "C" of the Corporation's Declaration; and
  - (f) the standard Unit shall include those pipes, wires, cables, conduits, vents, ducts, all floor joists between floors contained within the Units, mechanical or electrical equipment including all pipes, wires and other fixtures appurtenant thereto whenever located, or similar apparatus including the heating/air-conditioning and ventilation equipment that supply or service that particular Unit only, whether or not same are located within or beyond the Unit boundaries thereof as more particularly set out in Schedule "C" of the Corporation's Declaration.
3. The purpose of this By-law and the definition of standard Unit is to clearly establish which components of a Unit come within such definition and to clarify that all components of the Unit that are not listed or referred to in Appendix "A" are considered and defined to be "**Improvements**" and as such, are the sole and exclusive responsibility of the Unit owners to properly and adequately insure, maintain and repair and repair after damage, and also to establish clearly that the Corporation has no obligations whatsoever with respect to any Improvements.
  4. For greater clarity, Unit owners shall be responsible to maintain and repair and repair after damage all Improvements and shall insure them with customary coverage provided to condominium Unit owners. The Corporation may request in writing from a Unit owner, and the Unit owner shall provide to the Corporation within ten days after receipt of such request, a copy of the owner's insurance policy or other sufficient evidence that the Improvements are insured. Any repairs, maintenance and or servicing to be conducted by a Unit owner in respect of his/her respective unit shall only be performed by an accredited professional. Upon request from the Corporation the credentials or licensing of such accredited professional shall be provided to the Corporation in advance of the work being done.
  5. Nothing in this By-law shall relieve any Unit owner of any obligation to maintain, repair and, when necessary, replace any component of his/her Unit as may be set out in the Act and the Corporation's declaration, by-laws and rules.
  6. If any component of the standard Unit must be upgraded or changed in order to comply with any governmental or authority regulation, code or work order, while being repaired or replaced on account of insurable damage or destruction, such upgrade or change shall be considered part of the standard Unit, despite not being referred to in Appendix "A".
  7. Notwithstanding any of the foregoing, if the Corporation at any time owns any Unit within the Corporation, then said Unit shall, only for the duration that the Corporation retains ownership of same, be classified as the "**Corporation Asset Unit Class - Standard Unit**". The Corporation Asset Unit Class - Standard Unit shall include everything, including chattels, (except for the common elements) that falls within the boundaries of said Unit(s) as those boundaries are described by Corporation's declaration.

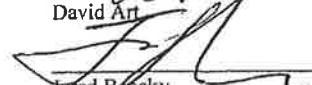
8. Each of the provisions of this By-law shall be deemed to be independent and severable. The invalidity of any part of this By-law shall not impair or affect in any manner the validity and enforceability or effect of the balance of this By-law.
9. No provision contained in this By-law shall be deemed to have been abrogated or waived by reason of failure to enforce the same, irrespective of the number of violations or breaches of this By-law which may incur.

**THE FOREGOING BY-LAW** is hereby passed by the three directors of the Corporation pursuant to the Act of as evidenced by the signatures hereto of the three directors

**DATED** this 3<sup>rd</sup> day of November, 2014

  
\_\_\_\_\_  
Gary Bensky

  
\_\_\_\_\_  
David Art


  
\_\_\_\_\_  
Jared Bensky

**THE UNDERSIGNED**, which owns one hundred (100%) percent of the Units, hereby confirms, pursuant to the provisions of the Condominium Act of Ontario, the foregoing By-Law No. 3 of the said Corporation signed by all the directors of the said Corporation as By-Law No. 3 thereof pursuant to the provisions of the Condominium Act on the 3<sup>rd</sup> day of November, 2014.

**DATED** this 3<sup>rd</sup> day of November, 2014 .

**WYCLIFFE KIPLING LIMITED**

Per:   
\_\_\_\_\_  
Name: Gary Bensky  
Title: A.S.O.

Per:   
\_\_\_\_\_  
Name: David Art  
Title: A.S.O.

We have authority to bind the Corporation.

## Appendix "A"

Definition of a Standard Unit

The standard unit for the class of units to which all Units in this Condominium belong is described below, and has the following specifications:

GENERAL (where applicable)

1. Thermopane pre-finished windows with screens on all operators.
2. Thermopane windows for all fixed lights, transoms and sidelights where applicable.
3. Pre-finished aluminum soffits, fascia, eavestrough, downspouts and gables where applicable.
4. 5/8" tongue-and-groove plywood subfloor except for Ground Floor Models.
5. Insulated front entry door with thermopane glass transom as per model selected.
6. One exterior hose faucet in garage as applicable to model selected.

INTERIOR

1. Builder applied paint on interior walls.
2. All interior millwork painted white.
3. All staircases with natural oak treads, risers and handrail.
4. Shaker style doors with custom milled 3½" casings 5¼" shaker baseboards throughout.

KITCHEN

1. Builder installed extended upper kitchen cabinet styles including raised panel furniture finished oak or maple.
2. Builder installed granite counter top in kitchen.
3. Double or single compartment stainless steel sink as per model selected.
4. Grohe single lever faucet with pullout vegetable spray.

POWDER ROOM

1. Villeroy Boch elongated one piece white toilet.
2. White pedestal sink.
3. Grohe faucet.
4. Exhaust fan.

MAIN BATHROOM

1. Builder installed furniture or laminate finish vanity cabinet.
2. Builder installed granite counter top.
3. Villeroy Boch white elongated one piece toilet and china basin with Grohe faucet.
4. Single handle bath and shower control.
5. Temperature balancing control valve in shower.
6. Wall mounted mirror over all vanities.
7. Exhaust fan.



**MASTER ENSUITE BATHROOM**

1. Builder installed furniture or laminate finish vanity cabinet.
2. Builder installed granite counter top.
3. Villeroy Boch white elongated one piece toilet, china basin with Grohe faucet(s).
4. Soaker tub, marble tiled deck and 1 row of marble tile on tub surround as per model selected.
5. Wall mounted mirror over vanity.
6. Separate ceramic tiled shower stall with light as per model selected.
7. Chrome framed glass shower door where applicable.
8. Temperature balancing control valve in shower.
9. Exhaust fan.

**ELECTRICAL**

1. 100 amp electrical service with copper wiring as per Ontario Hydro standards.
2. Circuit breaker panel box.
3. Heavy duty wiring and receptacle for clothes dryer.
4. Heavy duty wiring and receptacle for stove.
5. Smoke detectors and carbon monoxide detectors.
6. Door chime supplied and installed at main entrance.
7. Pre-wired RG6 for TV or Internet to great room and master bedroom. (rough-ins only)
8. Pre-wired Cat 5 for telephone or internet in kitchen, great room and master bedroom (rough-ins only)
9. Weather proof electrical receptacle on ground fault circuit breaker at porch or balcony.
10. One electrical receptacle in garage ceiling if applicable to model selected.

**LAUNDRY**

1. Ceramic tile flooring in laundry area as per model selected.
2. Stacked white washer and dryer.

**HEATING AND INSULATION**

1. High Efficiency air handler with ECM blower for heating.
2. R24 exterior wall insulation.
3. R31 second floor ceiling insulation.
4. R20 insulation on exposed below grade exterior walls.
5. R31 spray foam insulation on exposed floors and garage