Province of Ontario

Document General

Form 4 — Land Registration Reform Act, 1984

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FOR OFFICE USE ONLY

Number 162559 CERTIFICATE OF RECEIPT

1990 AUG 17 P 1:10

YORK REGION No. 65 NEWMARKET

Asst. Dep. Land Registrar

(1) Registry ☐ Land Titles ☒

(2) Page 1 of 15 pages

(3) Property Identifier(s) Block Property

Additional See Schedule ☐

(4) Nature of Document

BY-LAW NO. 1 (CONDOMINIUM ACT, SECTION 28)

(5) Consideration

Dollars $

(6) Description

All Units and Common Elements comprising the property included in York Region Condominium Plan No. 741 , Town of Richmond Hill, Regional Municipality of York, Land Titles Division of York North

New Property Identifiers

Additional See Schedule ☐

Executions

Additional See Schedule ☐

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

(8) This Document provides as follows:

See Schedule for By-law and Certificate.

Continued on Schedule ☐

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

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

Name(s)	Signature(s)	Date of Signature Y	M	D
YORK REGION CONDOMINIUM CORPORATION NO. 741	Per: Howard Meyer - President	1990	08	17
	Per: Irving Bart - Secretary	1990	08	17

(11) Address for Service #1100-22 St. Clair Avenue East, Toronto, Ontario, M4T 2Z6

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

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

(13) Address for Service

(14) Municipal Address of Property

30 Harding Blvd.
Richmond Hill, Ontario

(15) Document Prepared by:

FARANO, GREEN
Attn: Victoria M.F. Stuart
Suite 1100
22 St. Clair Avenue East
Toronto, Ontario
M4T 2Z6

FOR OFFICE USE ONLY

Fees and Tax	
Registration Fee	
Total	

THE CONDOMINIUM ACT, 1980

CERTIFICATE

YORK REGION CONDOMINIUM CORPORATION NO. 741 hereby certifies that By-law No. 1 attached hereto was made in accordance with the Condominium Act, 1980 being Chapter 84 of the Statutes of Ontario, 1980 and any amendments thereto, the Declaration and the By-laws of the Corporation, and that the said By-law No. 1 has not been amended and is in full force and effect.

DATED at the City of Toronto in the Municipality of Metropolitan Toronto, this 17th day of August, 1990.

YORK REGION CONDOMINIUM
CORPORATION NO. 741

Per: _____ c/s
Secretary - Irving Bart

YORK REGION CONDOMINIUM CORPORATION NO. 741

BY-LAW NO. 1

Be it enacted as By-law No. 1 of YORK REGION CONDOMINIUM CORPORATION NO. 741 (hereinafter referred to as the "Corporation") as follows:

ARTICLE I

DEFINITIONS

All words used herein which are defined in the Condominium Act, 1980, shall have ascribed to them the meanings set out in the Act as amended from time to time.

ARTICLE II

SEAL

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

ARTICLE III

MEETINGS OF OWNERS

(1) Reports - A copy of the financial statements and a copy of the auditor's report shall be furnished to every owner and mortgagee entered on the record who has requested same. A copy of the minutes of meetings of owners and of the board, shall be furnished to any owner or mortgagee who has requested same, within thirty (30) days of such request upon payment to the Corporation of a reasonable charge for photocopying.

(2) Persons entitled to be present - The only persons entitled to attend a meeting of owners shall be the owners and mortgagees entered on the register, and any others entitled to vote thereat and the auditor of the Corporation, the directors and officers of the Corporation, and a representative of the Manager, and others who, although not entitled to vote, are entitled or required under the provisions of the Act or the Declaration and 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 the meeting.

(3) Right to vote - Subject to the right of a mortgagee of a unit to exercise the right of the owner to vote, every owner shall be entitled to vote who is entered on the record as an owner or has given notice to the Corporation, in a form satisfactory to the Chairman of the meeting that he is an owner. Any dispute over the right to vote shall be resolved by the Chairman of the meeting upon such evidence as he may deem sufficient.

(4) Conduct of meetings and method of voting - At any general or special meeting, the President of the Corporation or failing him, the Vice-President, or, failing him, some person elected at the meeting shall act as Chairman of the meeting, and the Secretary of the Corporation shall act as Secretary of the meeting or, failing him, the Chairman shall appoint a Secretary. Any question shall be decided by a show of hands unless a poll is required by the Chairman or is demanded by an owner or mortgagee present in person or by proxy and entitled to vote, and unless a poll is so required or demanded, a declaration by the Chairman that the vote upon the question has been carried, or carried by a particular majority, or not carried, is prima facie proof of the fact without proof of the number of votes recorded in favour of or against such question; provided, however, that voting for the election of

directors shall be by ballot only. A demand for a poll may be withdrawn. If a poll is so required or demanded and the demand is not withdrawn, a poll upon the question shall be taken in such manner as the Chairman shall direct.

(5) Representatives - An executor, administrator, committee of a mentally incompetent person, guardian or trustee (and where a corporation acts in such capacity any person duly appointed a proxy for such corporation) upon filing with the Secretary sufficient proof of his appointment, shall represent the owner or mortgagee at all meetings of the owners, and may vote in the same manner and to the same extent as such owner. If there be more than one executor, administrator, committee, guardian or trustee, the provisions of paragraph 5 of this article shall apply.

(6) Co-Owners - If a unit or a mortgage on a unit is owned by two or more persons, any one of them present or represented by proxy may in the absence of the other or others vote, but if more than one of them are present or represented by proxy, they shall vote in the same way, failing which the vote for such unit shall not be counted.

(7) Votes to Govern - At all meetings of owners every question shall, unless otherwise required by the Act or Declaration or By-laws be decided by a majority of the votes duly cast on the question.

(8) Entitlement to Vote - Unless the requirements in connection with the specific matter upon which the vote is being taken stipulate that the resolution or motion as the case may be must be passed by one hundred (100%) per cent of the owners, no owner is entitled to vote at any meeting if any contributions for common expenses payable in respect of his unit are in arrears for more than thirty (30) days prior to the meeting.

(9) Proxies - Every owner or mortgagee entitled to vote at any meeting of the owners may, by instrument in writing, appoint a proxy, who need not be an owner or mortgagee, to attend and act at the meeting, in the same manner, to the same extent and with the same power, as if the owner or mortgagee were present at the meeting. The instrument appointing a proxy shall be in writing signed by the owner or his attorney authorized in writing, and may be either general or for a particular meeting. The instrument appointing a proxy shall be deposited with the Secretary of the meeting before any vote is cast under its authority.

(10) Adjournment of meeting - The Chairman may adjourn the meeting from time to time and from place to place.

ARTICLE IV

THE CORPORATION

(1) Duties of the Corporation - The duties of the Corporation shall include but shall not be limited to the following:

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

(b) collection of common expense contributions;

(c) arranging for the supply of heat, electricity, water and other utilities to the property 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, water or other utility 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 and By-laws;

(e) repairing and restoring the common elements;

(f) 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;

(g) causing audits to be made after every year-end and making auditor's reports and financial statements available to the owners and mortgagees;

(h) preparation of an estimated budget in accordance with Article X hereof;

(i) keeping accurate accounts and sending to each owner an annual statement of income and expenditures in respect thereto and keeping such accounts open for inspection by owners;

(j) establishing and maintaining one or more reserve funds;

(k) effecting compliance with the Act, the Declaration, the By-laws and the Rules from time to time.

(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) employment of a Manager at a compensation to be determined by the board to perform such duties and services as the board shall authorize;

(d) obtaining and maintaining fidelity bonds for any such manager where deemed necessary by the board, and in such a manner as the board may deem reasonable;

(e) investing reserve funds, provided that such investment shall be permitted by The Trustee Act, Revised Statutes of Ontario, 1980, and amendments thereto, and convertible into cash in not more than ninety (90) days;

(f) to settle, adjust, compromise or refer to arbitration or the courts any claim or claims which may be made upon or which may be asserted on behalf of the Corporation;

(g) to borrow such amounts as in its discretion are necessary or desirable in order to protect, maintain, preserve or ensure the due and continued

operation of the property in accordance with the Declaration and By-laws, and to secure any such loan by mortgage, pledge or charge of any asset of the Corporation, and to add the repayment of such loan to common expenses, subject to the approval of each such borrowing or loan which would result in total borrowings having an aggregate of more than Seventeen Thousand, Three Hundred Dollars, ($17,300.00) which figure is calculated at the rate of One Hundred ($100.00) Dollars per dwelling unit.

(h) to retain and hold 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;

(i) to sell, convey, exchange, assign or otherwise deal with any real or personal property at any time owned by the Corporation at such price, on such terms, and in such manner as the Corporation in its sole discretion deems advisable and to do all things and execute all documents required to give effect to the foregoing.

(j) to 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 clauses of this By-law to such extent and in such manner as the directors shall determine at the time of such delegation;

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

ARTICLE V

BOARD OF DIRECTORS

(1) The Corporation - The affairs of the Corporation shall be managed by a Board of Directors. The board shall have the obligation to perform all of the duties of the Corporation, however, the board may delegate certain specific duties by duly enacted resolution.

(2) Number of Directors and Quorum - During the period of time that the declarant owns a majority of the units, the number of directors shall be three (3). Subsequent to the turn-over meeting 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.

(3) Qualifications - Each director shall be 18 or more years of age and need not be an owner. 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 shall be deemed to have tendered his resignation, when his unit is in default of payment of common expenses for a period of sixty (60) days or more.

(4) Consent - No election or appointment of a person as a director shall be effective unless:

(a) he consents in writing to act as a director before his election or appointment or within ten (10) days thereafter; or

(b) he was present at the meeting when he was elected or appointed and did not refuse at that meeting to act as a director.

(5) Election and Term

(a) The directors of the Corporation elected at the first meeting of the owners held to elect directors shall hold office until the next annual meeting of the owners or the meeting of the owners set out in subparagraph (b) of this paragraph 5 whichever event first occurs.

(b) The board elected at a time when the declarant owns a majority of the units shall, after the declarant ceases to be the registered owner of a majority of the units, call a meeting of the owners of the Corporation to elect a new board of directors.

(c) At the meeting referred to in subparagraph (b) above, 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 (3) years from the date of his 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.

(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 any two directors may determine, and the Secretary shall call meetings when authorized by them. Notice of any meeting so called shall be given personally, by ordinary mail or telegraph, to each director addressed to him at his latest address, 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.

(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 telegraph to each director forthwith after being

passed, but no other notice shall be required for any such regular meeting.

(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 be present.

(9) Indemnity of Directors and Officers - Subject to the provisions of subsection 2 of Section 25 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 costs, charges and expenses that he sustains or incurs in respect of any action, suit or proceeding that is proposed or commenced against him for or in respect of anything done or permitted by him in respect of the execution of his office; and

(b) all other costs, charges and expenses that he properly sustains or incurs in respect of the affairs of the Corporation, except for dishonest or fraudulent act or acts;

provided that:

(i) no director or officer of the Corporation shall be indemnified by the Corporation in respect of any liability, costs, charges or expenses that he sustains or incurs in or about any action, suit or other proceeding as a result of which he is adjuged to be in breach of any duty or responsibility imposed upon him under the Act or under any other statute unless, in an action brought against him in his capacity as director and officer, he has achieved complete or substantial success as a defendant;

(ii) the Corporation is advised of any such action, suit or other proceeding, or cost, or charge or expense, forthwith after the director or officer receives notice thereof;

(iii) the Corporation is given the right to join in the defence of the action, suit or proceeding; and

(iv) the Corporation shall purchase and maintain insurance in order to pay any amounts that may be required under this subparagraph 9.

(10) Compensation - The directors shall receive such compensation as may from time to time be decided by By-law.

ARTICLE VI

OFFICERS

(1) Term of office - The board may by resolution remove at its pleasure any officer of the Corporation.

(2) 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.

(3) 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.

(4) 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.

(5) 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.

(6) 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) 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 office to whom an assistant has been appointed may be exercised and performed by such assistant unless the board otherwise directs.

(8) 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.

ARTICLE VII

BANKING ARRANGEMENTS & CONTRACTS

(1) Banking arrangements - The banking business of the Corporation or any part thereof shall be transacted with such bank or trust company as the board may designate, appoint or 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.

(2) Execution of instruments - Deeds, transfers, assignments, contracts and obligations on behalf of the Corporation may be signed by the President or a Vice-President together with the Secretary, or any other director. Any contract or obligation within the scope of any Management Agreement entered into by the Corporation may be executed on behalf of the Corporation in accordance with the provisions of such Management Agreement.

Notwithstanding any provisions to the contrary contained in the By-laws of the Corporation, the board may at any time and from time to time direct the manner in which, and the person or persons by whom, any particular deed, transfer, contract or obligation of the Corporation may or shall be signed.

(3) Execution of Certificates under Subsection 8 of Section 32 of The Act

Certificates provided pursuant to Subsection 8 of Section 32 of the Act 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.

ARTICLE VIII

FINANCIAL AND RECORDS

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

ARTICLE IX

NOTICE

(1) Method of giving notice by the Corporation - Any notice, communication or other document, including budgets and notices of assessments required to be given or delivered by the Corporation shall be sufficiently given if delivered personally to the person to whom it is to be given, or if delivered to the address noted in the record, required pursuant to Section 20(2) of the Act, or if mailed by prepaid ordinary mail or air mail in a sealed envelope addressed to him at such address, or if sent by means of wire or wireless, or any other form of transmitted or recorded communication to such address. Such notice, communication or document shall be deemed to have been given when it is delivered personally or delivered to the address aforesaid; provided that a notice, communication or document so mailed shall be deemed to have been given when deposited in a post office or public letter box, and a notice sent by any means of wire or wireless or any other form of transmitted or recorded communication shall be deemed to have been given when delivered to the appropriate communication company or agency or its representative for dispatch.

(2) Notice to the board or Corporation - Any notice, communication or other document to be given to the board or the Corporation shall be sufficiently given if mailed by prepaid ordinary mail or air mail in a sealed envelope addressed to it at the address for service of the Corporation set out in the Declaration, or changed in accordance with requirements of the Act. Any notice, communication or document so mailed shall be deemed to have been given when deposited in a post office or public letter box.

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

ARTICLE X

ASSESSMENT AND COLLECTION OF COMMON EXPENSES

(1) Duties of the board - All expenses, charges and costs of maintenance of the common elements and any other expenses, charges or costs which the board may incur or expend pursuant hereto shall be assessed by the board and levied against the owners in the proportions in which they are required to contribute to the common expenses as set forth in the Declaration. The board shall from time to time and at least annually prepare a budget for the property and determine by estimate the amount of common expenses for the next ensuing fiscal year, or remainder of the current fiscal year, as the case may be, which shall include provision for a reserve fund as required by the Act. The board shall allocate and assess such common expenses as set out in the budget for such period among the owners, according to the proportion in which they are required to contribute to the common expenses as set forth in the Declaration. 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 20(2) of the Act.

(2) 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 of the notice thereof to him, or within such further period of time or in such instalments as the board may determine.

(3) Interest in Arrears - Arrears of payments of common expenses or extraordinary assessments are to bear interest at the rate of eighteen (18%) per cent per annum and shall be compounded monthly until paid, and in the event of default the Board may enforce the rights of the Corporation to maintain a lien against the unit of such defaulting owner as provided in the Act. The lien so registered by the Corporation may be enforced in the same manner as a mortgage.

ARTICLE XI

DAMAGE

(1) Procedure where damage occurs - Where the board, pursuant to Section 42 of the Act, has determined that there has been substantial damage to twenty-five per cent (25%) of the buildings,

a meeting of the owners shall be called for the purpose of voting for termination.

(2) Plans and Specifications - A complete set of all the plans and specifications given to the board by the Declarant, together with plans and specifications for any additions, alterations, or improvements from time to time made to the common elements, or to any unit with the prior consent in writing of the board, shall be maintained in the office of the Corporation at all times, for the use of the Corporation in rebuilding or repairing any damage to the building, and for the use of any owner.

ARTICLE XII

MISCELLANEOUS

(1) Invalidity - The invalidity of any part of this By-law shall not impair or affect in any manner the validity, the enforcement or effect of the balance thereof.

(2) Gender - The use of the masculine gender in this By-law shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include plural wherever the context so requires.

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

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

(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.

The foregoing By-law No. 1 is hereby passed by the directors of the Corporation pursuant to The Condominium Act of Ontario as evidenced by the respective signatures hereto of the President and Secretary of the Corporation.

DATED this 17th day of August 1990.

Howie Meyer - President

c/s

Irving Bart - Secretary

The foregoing By-law is hereby confirmed by the sole owner of the units as evidenced by the signatures of its duly authorized officers in that behalf.

Dated at Toronto this 17th day of August 1990.

HARDING ADDISON PROPERTIES LTD.

Per: _____
Michael Finkelstein

Per: _____

RULES

The following rules made pursuant to the Condominium Act, R.S.O. 1980, C. 84 shall be observed by the owners and the term "owner" shall include the owner or any other person occupying the unit with the owner's approval:

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

(2) No sign, advertisement or notice other than the usual sign of the Condominium Declarant or owner offering a unit for sale or rent shall be inscribed, painted, affixed or placed on any part of the inside or outside of the buildings or common elements whatsoever without the prior written consent of the board.

(3) No awnings or shades shall be erected over or outside of the windows or balconies (if any) without the prior written consent of the board, which consent, if given, shall prescribe the shape, colour and materials of such awnings or shades to be so erected.

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

(5) Nothing shall be placed on the outside of window sills or projections.

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

(7) The owner shall not place, leave or permit to be placed or left in or upon the common elements including those of which he has exclusive use, any debris, refuse or garbage except on days designated by the board or the manager as garbage pick-up days, and owners shall directly carry or place same in areas designated by the Corporation as a central garbage depository. Such debris, refuse or garbage shall be contained in properly tied polyethylene or plastic bags not exceeding twenty-five pounds per bag in weight. Notwithstanding the foregoing, in the event that there is a garbage chute, all garbage shall be tightly wrapped in paper or contained in paper bags and shall be deposited in the chute by the owner from time to time. Where such debris, refuse or garbage consists of packing cartons or crates, the owner shall arrange with the manager and/or superintendent for the disposal thereof and such packing cartons or crates shall not in any event be left outside the unit.

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

(9) Nothing shall be thrown out of the windows or doors of the buildings.

(10) No animal, livestock, reptile or fowl, other than one normal household pet, shall be kept or allowed in any unit, and no pet that is deemed by the Board or the manager in its absolute

discretion shall be kept by any owner in any Unit or in any part of the common elements. Each pet owner must ensure that his pet does not defecate upon the common elements, and if this does occur, any such defecation must be cleaned up immediately by the pet owner. Should a pet owner fail to clean up after his pet as aforesaid, the pet shall be deemed to be a nuisance and the owner of said pet shall within two weeks of written notice from the Board or Manager requesting removal of such pet, permanently remove such pet from the property.

(11) Owners shall not overload existing electrical circuits.

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

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

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

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

(16) No mops, brooms, dusters, rugs or bedding shall be shaken from any window, door or those parts of the common elements over which the owner has exclusive use. Only seasonal furniture is allowed on balconies and/or patios, if any. No outside hanging or drying of clothes is allowed and balconies and/or patios shall not be used for storage.

(17) Only motor vehicles (as such term is defined in the Declaration) shall be parked in any parking unit. No servicing or repairs shall be made to any motor vehicle, trailer, boat, snowmobile, or equipment of any kind on the common elements or in any parking unit without express written consent of the Corporation's manager or board.

No motor vehicle shall be washed on any parking unit or the common elements, nor shall any motor vehicle be driven on any part of the common elements other than a driveway. No person shall, without entering into a written agreement with the Corporation, or the Manager of the Corporation, use the underground part of the garage, or any parking unit for any purpose whatsoever, save and except for the parking of vehicles in parking units or spaces, as provided in the Declaration.

(18) No trailer, boat, snowmobile, mechanical toboggan, machinery or equipment of any kind shall be parked on any part of the common elements, without consent of the board.

(19) No television antenna, aerial, tower or similar structure and appurtenances thereto shall be erected on or fastened to any of the common elements, exclusive or otherwise, except for the purpose of connection with a common television cable system.

(20) No one shall harm, mutilate, destroy, alter or litter any of the landscaping work in the property, including grass, trees, shrubs, hedges, flowers or flower beds.

(21) No portion of any unit required by the Declaration, the By-Laws or the Act to be maintained by the Corporation shall be painted, decorated or otherwise affected by anyone other than the Corporation, or except as the Corporation may direct.

(22) Any loss, cost or damage incurred by the Corporation by reason of breach of any rules and regulations in force from time to time

by any owner, his family, guests, servants, agents or occupants of his unit shall be borne by such owner and may be recovered by the corporation against such owner in the same manner as common expenses.

(23) There shall be no decorating or painting done or effected or caused to be done on any outside area, exterior surface or exterior door, otherwise than as expressly approved by the Board in writing. All window coverings and outside linings thereof in exterior windows shall be of a neutral off-white or white shade, and no foil shall be placed on the windows, unless otherwise approved by the Board in writing; the Corporation shall have the right to cause the removal of any window coverings or linings which contravene these Rules.

The owners may from time to time make such additional Rules or vary and amend such Rules respecting the use of the common elements, for the purpose of preventing unreasonable interference with the use and enjoyment of the units and common elements, and further, for the purposes of creating reasonable Rules as may from time to time be necessary for the safety, care and cleanliness of the common elements and for the preservation of the good order thereof.

Such additional Rules amending or varying the existing Rules shall be effected by a vote of the members of the Corporation who together own a majority of the units.