125

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Form 4 — Land Registration Reform Act

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CERTIFICATE OF RECEIPT
RÉCÉPISSÉ
TORONTO (66)

2008 -09- 10

16:13

FOR OFFICE USE ONLY

(1) Registry [ ] Land Titles [X] (2) Page 1 of 25 pages

(3) Property Identifier(s) Block 12737-0001 (LT) to Property 12737-0897 (LT) inclusive Additional See Schedule [ ]

(4) Nature of Document
By-law No. 8

(5) Consideration
Dollars $

(6) Description
All units and levels and common elements in Toronto Standard Condominium Plan No. 1737, City of Toronto, Land Titles Division of Toronto (No. 66)

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 [X]

(8) This Document provides as follows:
See Schedule for By-law No. 8

Continued on Schedule [X]

(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
TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1737 by its solicitors, HEENAN BLAIKIE LLP	Per: Denise Lash	2008 09 09

(11) Address for Service c/o Heenan Blaikie LLP, Suite 2600 - 200 Bay Street, South Tower, Royal Bank Plaza, Toronto Ontario M5J 2J4

(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
8-18 Mondeo Drive
TORONTO, Ontario
M1P 5C7

(15) Document Prepared by:
HEENAN BLAIKIE LLP
P.O. Box 185, Suite 2600
South Tower, Royal Bank Plaza
Toronto, Ontario
M5J 2J4
(Denise Lash/Tina Flinders)

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Fees and Tax	
Registration Fee	70
	X
Total	70

Document prepared using The Conveyancer

126

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CERTIFICATE IN RESPECT OF A BY-LAW

(Under subsection 56(9) of the Condominium Act, 1998)

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1737 (known as the "Corporation") certifies that:

1. The Copy of By-law No. 8, attached as Schedule "A", is a true copy of the By-law.
2. The By-law was made in accordance with the *Condominium Act, 1998*.
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

DATED this 31 day of July, 2008.

TORONTO STANDARD
CONDOMINIUM CORPORATION
NO. 1737

Per:
Name: JOHN VACHERESSE
Print Name & Title: PRESIDENT

Per: Kelly Hinton secretary/treasurer
Name:
Print Name & Title:
I/We have the authority to bind the corporation

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BY-LAW NO. 8
TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1737

BE IT ENACTED as a By-law of Toronto Standard Condominium Corporation No. 1737 (the "Corporation") as follows:

By-law No. 5 of Condominium Corporation No. 1737 is hereby repealed due to a typographical error in section 7.6.

The terms used herein shall have ascribed to them the definitions contained in the Condominium Act, 1998 as amended, and the regulations made thereunder (the "Act") and in the declaration of the Corporation (the "declaration").

ARTICLE 1 - SEAL

The seal of the Corporation shall be in the form impressed in the margin beside this paragraph.

ARTICLE 2 - YEAR -END

The financial year-end of the Corporation shall be the 31st day of December in each year or such other date as the board of directors (the "Board") may by resolution determine.

ARTICLE 3 - RECORDS OF THE CORPORATION

The Corporation shall maintain the following records:

3.1 Documents As Required By Section 43(4)

(a) the seal of the Corporation;

(b) the minute book for the Corporation including a copy of the registered declaration and description, registered by-laws, current rules and minutes of owners' meetings and board meetings;

(c) copies of any resolution of the Board changing the address for service or mailing address of the Corporation;

(d) copies of all agreements entered into by the Corporation, or the declarant or the declarant's representatives on behalf of the Corporation, including management contracts, deeds, leases, licences and easements;

(e) copies of all policies of insurance and the related certificates or memoranda of insurance and all insurance trust agreements;

(f) bills of sale or transfers for all items that are assets of the Corporation but not part of the property;

(g) the records maintained under subsection 47 (2) and subsection 83 (3); the names and addresses for service of owners and mortgagees who have provided the Corporation in writing with this information;

(h) copies of all notices sent on behalf of the Corporation;

(i) copies of all requests for Status Certificates and copies of each certificate issued for the preceding six (6) fiscal years;

(j) as required by the Condominium Act, 1998 (the "Act"):

(i) notice delivered by an owner that his/her unit is leased;

(ii) the lessee's name, the owner's address and a copy of the lease or renewal or summary of it; and

(iii) notice by an owner that a lease of a unit is terminated and not renewed;

(k) all records that it has related to the units or to employees of the Corporation.

3.2 **Documents As Required By Section 43(5)**

(a) the existing warranties and guarantees for all the 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;

(b) the as-built architectural, structural, engineering, mechanical, electrical and plumbing plans;

(c) the as-built specifications, indicating all substantive changes, if any, from the original specifications;

(d) all existing plans for underground site services, site grading, drainage and landscaping, and television, radio or other communications services;

(e) all other existing plans and information not mentioned in clause (b), (c) or (d) that are relevant to the repair or maintenance of the property;

(f) a table setting out the responsibilities for repair after damage and maintenance and indicating whether the Corporation or the owners are responsible; and

(g) all reserve fund studies that have been completed or are required to have been completed.

3.3 **Other Records**

(a) all plans to increase the reserve fund under subsection 94 (8) of the Act;

(b) a copy of all agreements entered into by or on behalf of the Corporation;

(c) any report that the Corporation receives from an Inspector in accordance with subsection 130 (5) of the Act;

(d) a copy of any resolution of the Board changing the address for service or the mailing address of the Corporation as registered;

(e) a copy of all notices sent on behalf of the Corporation;

(f) a copy of all easements, licenses, or leases entered into by the Corporation;

(g) the names of directors and officers, their mailing address and respective terms of office;

(h) copies of each tenant's executed acknowledgement and agreement with the Corporation as required pursuant to the declaration;

(i) a copy of all annual notices of assessment and any extraordinary assessments;

(j) a copy of all consents for alterations to units and/or the common elements in accordance with the declaration and any by-law of the Corporation including any agreement entered into with an owner under S.98 of the Act;

(k) proxies for meetings to be retained for ninety (90) days;

(l) tender bids and/or quotations received for major projects undertaken by the Corporation; and

(m) any other information required to be maintained as records by the Act and the regulations made thereunder.

ARTICLE 4 - DUTIES OF THE CORPORATION

4.1 Duties Of The Corporation

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

(a) the operation, care, upkeep, maintenance and repair of the common elements and the repair of units when an owner fails to repair as provided for in the Act and in the declaration;

(b) the collection of contributions toward common expenses from the owners;

(c) the arranging for the supply of utilities to the common elements and the units, unless separately metered, except where prevented from carrying out such duty by reason of any event beyond the reasonable control of the Corporation. The Corporation shall not be liable for indirect or consequential damage or for damages for personal discomfort or illness by reason of the breach of such duty;

(d) obtaining and maintaining insurance for the property as may be required by the Act, declaration or by-laws;

(e) the preparation of certificates of lien and status certificates as required by the Act;

(f) the preparation of an estimated budget in accordance with Article 11.1(b) hereof;

(g) the supervision of all public or private service companies which, at the request of the Corporation, enter upon the common elements and into the units for the purpose of supplying, installing, replacing and servicing their systems;

(h) the employment and dismissal of personnel necessary for the maintenance and operation of the common elements;

(i) the obtaining and maintaining of fidelity bonds for any person dealing with Corporation monies and in such amounts as the Board may deem reasonable;

(j) the investment of monies held by the Corporation in accordance with the Act;

(k) the settling, adjusting or referring to mediation and/or arbitration of any claim or claims which may be made upon or which may be asserted on behalf of the Corporation;

(l) the purchase and maintenance of insurance for the benefit of all directors and officers (with an extended discovery period clause in the case of change of insurers to ensure that directors' actions are protected when the Corporation changes insurers) in respect of anything done, or required to be 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 officers incurred as a result of a contravention of any of the duties imposed upon them pursuant to the Act;

(m) the preparation and/or maintenance of the records to be kept by the Corporation in accordance with Article 3 hereof;

(n) causing audits to be made after every year end and providing financial statements to the owners in accordance with the Act;

(o) the calling and holding of meetings and the delivery of notices, as required;

(p) the consistent and timely enforcement of the provisions of the Act, the declaration, the by-laws and the rules of the Corporation;

(q) the entering into an insurance trust agreement to ensure the disposition of monies in the event of an insurable loss where the damage to the property exceeds fifteen per cent (15%) of the replacement cost of the property covered by the Corporation's policy maintained in accordance with the Act;

(r) establishing and maintaining adequate reserve funds for the major repair or replacement of the common elements and of the assets of the Corporation in accordance with the Act;

(s) appointing members of the Board as representatives to the Shared Facilities Committee and enacting a resolution as to the powers and duties of those representatives; and

(t) the carrying out of the duties of the Corporation and or the Board as required by the Act, the Corporation's declaration and by-laws.

ARTICLE 5 - POWERS OF THE CORPORATION

5.1 Powers Of The Corporation

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

(a) the entering into of an agreement with a person or Corporation to provide professional management for the property. The management agreement shall be in a form acceptable to the Board;

(b) the authority to make a complaint under Section 40 of the Assessment Act, or any successor thereof, on behalf of the owners;

(c) the mediation and/or arbitration of those matters set out in the Act or any contract or agreement to which the Corporation is a party;

(d) to authorize and include in the budget for the Corporation for any fiscal year the amounts that the Board in its discretion decides are necessary that the Corporation borrow up to one-twelfth (1/12) of the annual budgeted common expenses for the current fiscal year;

(e) any borrowing in excess of the amount set out in (d), even if included in the Corporation's budget, must be approved by a vote of owners at a meeting called for that purpose;

(f) the borrowing of such amounts in any fiscal year (not included in the budget of the Corporation) as the Board determines is necessary or desirable in order to protect, maintain, preserve or ensure the due and continued operation of the property in accordance with the Act, declaration and by-laws of the Corporation and the securing of any loan of any amount by mortgage, pledge or charge of any asset (other than the reserve fund) of the Corporation, subject in each case to approval as required by the Act;

(g) to charge, mortgage, hypothecate or pledge all or any of the real or personal property of the Corporation, including book debts and rights, powers and undertakings, to secure any such securities or any money borrowed, or other debts, or any obligation or liability of the Corporation;

(h) conducting, periodically, a building and/or operations audit as deemed appropriate by the Board;

(i) entering into or amending any agreement with another corporation with respect to shared services or facilities; and

(j) the delegating to such one or more of the officers and/or directors of the Corporation as may be designated by the directors all or any of the powers conferred by the foregoing clauses of paragraph 5.1 of this by-law to such extent and in such manner as the directors shall determine at the time of such delegation.

ARTICLE 6 - NOTICE

6.1 Notice to Owner/Mortgagee

Subject always to any specific provision to the contrary in the Act, any notice, communication or other document, including budgets and notices of assessment required to be given or delivered by the Corporation to any owner or mortgagee shall be sufficiently given if:

(a) delivered personally to the person to whom it is to be given; or

(b) sent by prepaid ordinary mail addressed to the person at the address shown on the records of the Corporation; or

(c) sent by facsimile transmission, electronic mail or any other method of electronic communication if the person agrees in writing that the party giving the notice may give the notice in this manner; or

(d) delivered at the person's unit or at the mail box for the unit, unless the person giving the notice has been advised in writing by the person that delivery is not to be effected in this manner or the address for service on the records of the Corporation is not the address of the unit of the person.

6.2 Notice to Mortgagee

The Corporation shall not be obliged to give notice to any owner who has not notified the Corporation that he/she has become an owner or to any mortgagee who has not notified the Corporation that he/she has become a mortgagee.

6.3 Notice To The Board Or Corporation

Except as otherwise provided in the Act or as herein before set forth, any notice, direction or other instrument required or desired to be given, shall be given 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.

6.4 Receipt of Notice

Any notice, communication or document shall be deemed to have been received:

(a) when it is delivered personally or delivered to the latest address shown on the records of the Corporation; or

(b) when the recipient accepts by fax, if it is sent by means of facsimile transmission; or

(c) when sent by electronic mail or any other method of electronic communication and the recipient has agreed to this method of communication; or

(d) the date of delivery receipt if sent by an appropriate communication company, courier or agency.

6.5 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.

6.6 Notices Of Meetings

At least fifteen (15) days' written notice of each meeting of the owners of the Corporation specifying the place, the date and the hour thereof and the nature of the business to be presented shall be given to each owner and to each mortgagee or chargee, whose name and address for service is listed on the records of the Corporation, twenty (20) days before the date of the meeting and who is therefore entitled to vote in accordance with the Act.

ARTICLE 7 - BOARD OF DIRECTORS

7.1 Duties

(a) the affairs of the Corporation shall be managed by the Board; and

(b) the Board shall have the obligation to perform all of the duties of the Corporation; however, the Board may delegate certain specific duties to the manager by a duly enacted resolution of the Board and pursuant to the terms of any management agreement.

7.2 Number and Quorum

The number of directors shall be 5 of whom 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.

7.3 Qualifications

No person shall be nominated, elected or appointed to the Board unless he/she meets the following criteria:

(a) the person must be eighteen (18) years of age or older;

(b) the person shall be an owner of a unit or shall reside with an owner of a residential unit;

(c) the person shall not be an undischarged bankrupt or mentally incompetent person;

(d) the person shall not have a lien for common expenses registered against his/her unit;

(e) the person shall not be an employee of the Corporation;

(f) the person shall not be a party to litigation against, mediation with and/or arbitration against the Corporation; and

(g) a person who is nominated, elected or appointed a director is not a director unless:

(i) he/she was present at the meeting when he/she was elected or appointed and did not refuse at the meeting to act as a director; or

(ii) when he/she was not present at the meeting when he/she was elected or appointed, he/she consented in writing to act as a director before his/her election or appointment or within ten (10) days thereafter.

7.4 Disqualification

A person immediately ceases to be a director if:

(a) the director becomes an undischarged bankrupt or is found to be a mentally incompetent person or has been previously convicted of a criminal offence relating to money or securities;

(b) 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;

(c) the director misses three (3) consecutive board meetings or a total of five (5) meetings in any year commencing at the date of the Annual General Meeting and is unable to provide an explanation for his or her absence that is satisfactory to the Board, acting reasonably;

(d) the director breaches the confidentiality provisions in 7.9;

(e) the director no longer meets the qualifications in Article 7.3 (a) (b), (c), (d) and (e).

7.5 **Litigation, Mediation and/or Arbitration**

Where the director or a member of the director's household or family is a party to litigation, mediation and/or arbitration against the Corporation:

(a) the director shall not be present for any portion of meeting where the litigation, mediation and/or arbitration is discussed and shall not participate in any decision with respect thereto; and

(b) separate minutes shall be kept for the portion of the meeting where the issues of litigation, mediation and/or arbitration are discussed. These minutes shall not be available to those persons set out in clause 7.5(a).

7.6 **Election And Term**

Subject to the Act,

(a) the directors of the Corporation shall be elected in rotation and shall be eligible for re-election. Those directors who have been elected to office and whose terms have not expired at the meeting, at which the owners approve this By-law, will complete the terms for which they have been elected;

(b) at each annual meeting a number of directors equal to the number of directors retiring at the end of their terms in such year shall be elected for a term of three (3) years;

(c) the term of office for members of the Board shall be three (3) years;

(d) where the Board is elected by acclamation, the directors at their first meeting shall determine the distribution of terms. Directors may be removed before the expiration of their term in accordance with the procedure set forth in the Act;

(e) election to the Board shall be by written ballot, unless the election is by acclamation;

(f) the person receiving the highest number of votes will serve the longest term and the person receiving the next greatest number of votes will serve the next longest term, etc.; and

(g) any vacancy on the Board which is filled by the remaining directors prior to the annual meeting, shall require that notice be posted within ten (10) business days following such appointment, advising the owners as to the name of such newly appointed director.

7.7 **Calling Of Meetings**

(a) meetings of the Board shall be held from time to time at such places and at such times and on such days as either the President or a Vice-President who is a director, or any two directors may determine, and the Secretary shall call meetings when directly authorized by the President or by the Vice-President who is a director and/or any other director. Notice of any meeting shall be given personally, by ordinary prepaid mail, electronic communication, courier, facsimile or telephone to each director not less than forty-eight (48) hours (excluding any part of a Sunday or of a holiday as defined by the Interpretation Act of Canada and any amendments thereto) before the time when the meeting is to be held, save that no notice of a meeting shall be necessary if all the directors are present or if those absent waive notice of or otherwise signify in writing their consent to the holding of such meeting;

(b) 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 the resolution of the Board fixing a

place and time of regular meetings of the Board shall be sent to each director forthwith by ordinary prepaid post after being passed, but no other notice shall be required for any such regular meeting; and

(c) a meeting of the directors may be held or convened by way of teleconference or other form of communication system that allows all of the directors to participate concurrently and to communicate with each other simultaneously and instantaneously, provided that all of the directors participating in the meeting held or convened by such means have consented thereto, and a director so participating in any such meeting held or convened by such means shall be deemed (for the purposes of the Act and this by-law) to be present at such meeting. The Board may, by resolution signed by all the directors, provide their consent, in advance, to have meetings of the Board conducted in the manner contemplated herein, without the necessity of requiring new consents prior to each and every meeting, provided that such resolution (and the standing consent referred to therein) shall be automatically rendered ineffective from and after (but not prior to) the delivery to the Board by any director of a written notice revoking his/her consent to such resolution.

7.8 Declaration Of Interest

(a) the provisions in the Act relating to the declaration of interest of any director in any contract or arrangement entered into by or on behalf of the Corporation shall be followed and complied with; and

(b) in addition, the Board shall, prior to voting on any contract in which a director is interested, obtain at least two (2) other independent bids from other contractors to supply or provide the same supplies or services to the Corporation.

7.9 Confidentiality

All matters discussed at a board meeting, including all documents and information, are strictly privileged and confidential and may not be disclosed to any person (including a spouse) unless such information or documentation is determined by the Board in writing or as evidenced by the minutes of the Corporation, not to be privileged and confidential. The duty not to disclose information extends to all information obtained as a result of a director's position on the Board.

7.10 Conflict of Interest

Any information gained, including but not limited to any information respecting units, unit owners, tenants or residents, as a result of a director's position on the Board, may not be used for personal benefit, whether monetary or otherwise.

7.11 Protection Of Directors And Officers

No director or officer of the Corporation shall be liable for:

(a) the acts, neglect or default of any other director or officer;

(b) any loss or expense incurred by 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;

(c) the insufficiency or deficiency of any certificate or instrument in or upon which any of the monies of the Corporation shall be invested, provided always that the investment certificate or instrument conforms with the provisions of the Act;

(d) any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any of the monies, certificates, term deposits, instruments or effects of the Corporation shall be deposited;

(e) any loss occasioned by an error of judgment or oversight on his/her part provided the board member has acted in accordance with his/her obligations and duties pursuant to the Act; or

(f) any other loss, damage or misfortune whatsoever which shall happen in the execution of the duties of his/her office or in relation thereto;

unless the same shall happen through his/her own dishonest or fraudulent act or acts, bad faith, failure to meet the standard of care established in the Act or wilful misconduct.

7.12 Indemnity Of Directors And Officers

Every director or officer of the Corporation and his/her heirs, executors, successors and assigns, respectively, shall from time to time and at all times be indemnified and saved harmless out of the funds of the Corporation from and against:

(a) all costs, charges and expenses whatsoever which such director or officer sustains or incurs in or about any action, suit or proceeding which is brought, commenced or prosecuted against him/her for or in respect of any act, deed, matter or thing whatsoever made, done or permitted by him or her in or about the execution of the duties of his/her office; and

(b) all other costs, charges and expenses which he/she properly sustains or incurs in or about or in relation to the affairs of the Corporation;

unless the loss occurs through his/her own dishonest or fraudulent act or acts, bad faith, failure to meet the standard of care established in the Act or wilful misconduct.

7.13 Consents

Any consent required under the provisions of the Act, the declaration, the by-laws or the rules shall be given by the Board in writing after a resolution for same has been passed.

7.14 Execution Of Instruments

(a) deeds, transfers, assignments, contracts and obligations of the Corporation may be signed by the President or a Vice-President together with the Secretary of any other director;

(b) subject to the Act and the declaration but notwithstanding any provisions to the contrary contained in the by-laws of the Corporation, the Board may by resolution at any time and from time to time 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 deed, transfer, assignment, contract, cheque or obligation of the Corporation may or shall be signed;

(c) any member of the Board, or by resolution of the Board, any authorized agent may execute a status certificate and cause the corporate seal to be affixed thereon provided there is delivered with the certificate a statement under the signature of the authorized agent that he/she has examined the records and confirms that the particulars set out in the certificate are accurate; and

(d) the manager, any two members of the Board or the Corporation's solicitor may execute a notice of lien or discharge of lien.

ARTICLE 8 - OFFICERS

8.1 Election Of President

At the first meeting of the Board, after each election of directors, the Board shall elect from among its members a President. In default of such election the then incumbent President, if a member of the Board, shall hold office until his/her successor is elected.

8.2 Appointed Officers

The Board shall appoint a Secretary and may appoint one (1) or more Vice-Presidents, a Treasurer and such other officers, including a Privacy Officer, as the Board may determine, including one (1) 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 (1) person may hold more than one (1) office and if the same person holds both the office of Secretary and the office of Treasurer, he/she may be known as Secretary-Treasurer.

8.3 Term Of Office

At the first meeting of the Board, after each election of directors, and then from time to time, the Board shall appoint the officers of the Corporation. In the absence of written agreement to the contrary, officers shall hold office until removed by the Board, provided always that officers shall adhere to and be governed by the same qualifications as hereinbefore applied to directors pursuant to Articles 7.3 and 7.4. Officers shall have such authority and perform such duties as the Board may, from time to time determine that are consistent with the Act, and the declaration and by-laws of the Corporation.

8.4 President

The President shall:

(a) when present, be the chairperson at all meetings of the Board and of the owners or designate the chairperson at all such meetings;

(b) have one (1) vote (only) at all meetings of the Board;

(c) co-ordinate the activities of the remaining members of the Board and officers;

(d) in the absence of a resolution of the Board specifying another officer, deal directly with the property manager and the Corporation's solicitor in all areas of concern;

(e) in the absence of a resolution of the Board specifying another officer, cast votes on behalf of the Corporation for units owned by the Corporation, except for units that are intended for parking or storage purposes or for the purpose of housing services or facilities or mechanical installations; and

(f) direct the enforcement of the Act, the declaration, the by-laws and the rules and regulations of the Corporation by all lawful means at the Board's disposal.

8.5 Vice-President

The Vice-President shall during the absence of the President, perform his/her duties and exercise his/her powers. If there is more than one (1) Vice-President then the Vice-Presidents, in order of seniority as determined by the Board, shall perform the functions of the President. The Vice-President shall not preside at a meeting of the Board or the owners if the Vice-President is not qualified to attend such meeting as a director or owner, as the case may be. If a Vice-President exercises any such duty or power, the absence of the President shall be presumed. A Vice-President shall also perform such duties and exercise such powers as the Board may prescribe from time to time.

8.6 Secretary

The Secretary shall:

(a) give or cause to be given all notices required to be given to the owners, directors, mortgagees and all others entitled thereto pursuant to the Act or the declaration, by-laws or rules or any contracts to which the Corporation is a party;

(b) attend all meetings of the directors and of the owners;

(c) enter or cause to be entered in books kept for that purpose minutes of all proceedings at such meetings;

(d) be the custodian of all books, papers, records, documents and other instruments belonging to the Corporation. This does not require the Secretary to keep these documents in his/her personal custody; and

(e) cause to have the by-laws registered and notice of the by-laws and of the rules and regulations to be sent to all owners and mortgagees as required by the Act.

8.7 Treasurer

The Treasurer shall:

(a) prepare or cause to be prepared, in consultation with property management, the annual budget and the annual financial statements to be presented to the owners at the annual general meeting;

(b) prepare or cause to be prepared, in consultation with property management and others as selected by the Board, a Reserve Fund Plan, if required; and

(c) prepare or cause to be prepared, in consultation with those selected by the Board, an investment plan for the Corporation's funds.

8.8 Officers

The officers of the Corporation shall have such additional responsibilities as may be approved by resolution of the Board.

8.9 Committees

(a) in order to assist the Board in managing the affairs of the Corporation, the Board may from time to time constitute such advisory committees to advise and make recommendations to the Board in connection with the activities, management, budgets, house rules, or any other matter related to the common elements or any other property to which the Condominium Corporation has any rights or shares or obligations; and

(b) the members of such committees shall be appointed by the Board to hold office and may be removed at any time by resolution of the Board.

ARTICLE 9 - MEETINGS OF THE OWNERS

9.1 Annual Meetings

(a) the annual meeting of the owners shall be held within the City of Toronto at such time and on such day in each year as the Board may determine, for the purpose of hearing and receiving the reports and statements required to be read and presented before the owners at an annual meeting; electing directors; and for the transaction of such other business as may properly be brought before the meeting; and

(b) the annual meeting is to take place no later than six (6) months following the end of the Corporation's fiscal year.

9.2 Special Meetings

The Board shall have the power at any time to call a special meeting of the owners for the transaction of any business, the nature of which shall be specified in the notice calling the meeting.

9.3 Persons Entitled To Be Present

The only persons entitled to attend a meeting of owners shall be:

(a) the owners and mortgagees entered on the record and who are entitled to receive notice of and entitled to vote at the meeting in accordance with the Act;

(b) any other person entitled to vote thereat;

(c) 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; and

(d) any other person on the invitation of the Chairperson of the meeting or with the consent of the meeting.

9.4 **Quorum**

A quorum for the transaction of business at a meeting of the Unit Owners is those Owners who own together at least twenty five per cent (25%) of the units. If a quorum is not present within a reasonable time after the time appointed for the holding of any meeting of the owners (such reasonable time to be determined by the Chairperson of the Meeting) the meeting shall be adjourned and the Board shall call a further meeting of the owners in accordance with the Act.

9.5 **Voting**

(a) at each meeting of owners, subject to the provisions of the Act, every owner shall be entitled to vote who is entitled to receive notice of the meeting and is not in arrears of common expenses;

(b) if the unit has been mortgaged and the right to vote has been given to the mortgagee, the owner (or his/her proxy) may, subject to clause 9.5(c), nevertheless represent such unit at meetings and vote in respect thereof;

(c) in the event the mortgagee has notified the Corporation and the owner of the mortgagee's intention to exercise such right at least four (4) days before the date specified in the notice of meeting, the mortgagee or the mortgagee's proxy may exercise the right to vote;

(d) any dispute over the right to vote shall be resolved by the Chairperson of the meeting upon such evidence as he/she may deem sufficient;

(e) the Chairperson shall not, in the case of a tie, cast a deciding vote; and

(f) unless otherwise provided by the Act, the declaration or the by-laws, any vote shall be decided by a majority vote of those owners present in person or by proxy at a meeting called for the purpose of holding such vote.

9.6 **Method Of Voting**

(a) at any annual or special meeting any question may be decided by a show of hands. A declaration by the Chairperson that such question has by a show of hands been carried, is prima facie proof of the fact without further proof of ownership of the votes cast in favour of such question;

(b) a vote for the election of directors shall be by ballot only;

(c) anyone, who has a right to vote, may demand a vote by ballot and upon such demand the vote shall be a ballot vote unless the demand is withdrawn before the ballots are distributed;

(d) all voting by owners shall be on the basis of and in accordance with the Act;

(e) all ballots including the ballot portion of a proxy shall be confidential; and

(f) when all ballots have been deposited into the ballot box the scrutineers shall then tabulate the votes for and against the matter being voted upon.

9.7 **Representatives**

An executor, administrator, committee of a mentally incompetent person, guardian, trustee or representative of a Corporation, upon filing with the Secretary of the meeting sufficient proof of his/her appointment shall represent the owner or mortgagee at all meetings of the owners and may vote in the same manner and to the same extent as such owner. If there be more than one (1) executor, administrator, committee, guardian or trustee, the provisions relating to co-owners shall apply.

9.8 Proxies

Every owner or mortgagee entitled to vote at meetings of owners may by instrument in writing appoint a proxy, who need not be an owner or mortgagee, to attend and act at the meeting in the same manner, to the same extent and with the same power as if the owner or mortgagee were present at the meeting. The instrument appointing a proxy shall be in writing and signed by the appointor or his/her attorney authorized in writing. The instrument appointing a proxy shall be deposited with the Secretary before any vote or in accordance with procedures established by resolution of the Board.

9.9 Co-Owners

If a unit or a mortgage on a unit is owned by two (2) or more persons, any one (1) of them present or represented by proxy may, in the absence of the other or others, vote, but if more than one (1) of them are present or represented by proxy, the majority of the unit owners, present at the meeting in person or by proxy, may exercise the right to vote in respect to that unit. The vote shall not be counted if two (2) or more owners of the unit present at the meeting are evenly divided on how to exercise the vote.

ARTICLE 10 - ADDITIONAL RIGHTS OF THE CORPORATION

10.1 Rights of the Corporation

The contravention of any provisions of the Act, declaration, by-laws and/or rules of the Corporation, shall give the Board, subject to its duty to act reasonably in addition to any other rights set forth in the Act and the declaration, the right to:

(a) prohibit any person from using the facilities or any part of the common elements of the Corporation for any period of time that the Board, acting reasonably, determines appropriate;

(b) upon reasonable notice, enter the unit, or any part of the common elements in which or with respect to which such contravention exists and to summarily abate and remove at the expense of the owner of the unit, any structure, item or condition that may exist in or about the unit or any part of the common elements contrary to the intent and meaning of the provisions of the Act, declaration, by-laws and/or rules and the Board shall not be deemed guilty of any manner of trespass; or

(c) 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, any proceeding for compliance pursuant to the provisions of the Act; and

(d) deem all costs incurred by the Corporation pursuant to Article 10 to be common expenses attributable to the unit and collected in the same manner as common expenses.

10.2 Occupancy

(a) the Corporation hereby adopts as the maximum occupancy for each unit, the occupancy load determination in the Ontario Building Code as prescribed in O. Reg 403/97, being two (2) persons per sleeping room or sleeping area (bedroom) in a dwelling unit in accordance with either the architectural plans contained in the Description registered in the Land Registry Office and/or the plans, as amended, if applicable, which were filed with the local municipality or region and approved by such local municipality or region for the construction of the condominium building(s), which ever is more restrictive. A den shall not be considered a sleeping room or sleeping area;

(b) no person shall occupy a unit in contravention of the occupancy standard adopted in 10.2(a). Any person who contravenes the standards for the occupancy of a unit pending rectification of such contravention, will be levied an additional monthly contribution toward common expenses for the unit, calculated as follows: In

accordance with Schedule "D" of the declaration and such owner's percentage contribution toward common expenses therein (the "Percentage"), the Percentage shall be divided by the maximum occupancy load for the unit, and the resulting figure shall be divided by 2 to become the additional monthly levy required to be paid by such owner based upon the then monthly common expenses attributable to the unit with the levy being added hereto as an additional contribution toward common expenses until the breach of this by-law is fully rectified by the owner and/or by the person residing in the unit whose residency has exceeding the maximum occupancy load for the unit; and

(c) the maximum occupancy for each dwelling unit is intended to apply to the number of persons ordinarily resident in the unit as described in 10.2(a). For clarity, any guest or relative of a dwelling unit owner who is visiting the owner and temporarily resides in the unit for a period not exceeding ninety (90) consecutive days shall be considered to be a guest and not a resident of the dwelling unit for the purpose hereof.

10.3 Non-Resident Access to Common Elements

Pursuant to S. 56(1)(k) of the Act those persons who are not residents or guests of residents are not entitled to use any of the facilities or amenities, which are common element areas of the Corporation.

10.4 Indemnification and Insurance by Owners

(a) the owner of a unit is responsible for any costs, including the Corporation's insurance deductible, incurred to repair damage to the owner's unit, that may have been caused by the owner or any person, thing or animal for whom or for which the owner is responsible, howsoever caused;

(b) the owner of a unit is responsible for any costs, including the Corporation's insurance deductible, incurred to repair damage to the owner's unit, the common elements, or other units that may have been caused by the owner or any person, thing or animal for whom or for which the owner is responsible, howsoever caused;

(c) in those cases where it has been determined that the responsibility for payment of the cost to repair is that of the owner, or where an owner requests to repair a common element himself or 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;

(d) pursuant to Subsections 105(2) and (3) of the Act where damage occurs in or to a unit in the Corporation, (excluding the owner's improvements and personal belongings), and the damage is not caused by an act or omission of the Corporation, the owner of the unit where the damage occurs shall be responsible for the lesser of the amount of the deductible contained in the Corporation's insurance policy or the cost to repair the damage; and

(e) each owner shall indemnify and save the Corporation harmless from and against any and damages, loss and/or cost, which the Corporation may suffer or incur resulting from, or caused by an owner, or any person, thing or animal for whom or for which the owner is responsible including, but not limited to:

(i) increased insurance premiums and insurance deductibles;

(ii) all legal costs and disbursements; and

(iii) costs incurred by the Corporation:

(A) to redress, rectify and/or obtain relief from any injury or damage;

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

(C) in relation to the enforcement of any rights or duties pursuant to the Act, the declaration, the by-laws and/or the rules of the Corporation;

(f) all amounts for which the unit owner is responsible pursuant to this by-law shall form part of the contributions to the common expenses payable for the particular unit;

(g) each owner shall insure his/her betterments and improvements, personal belongings, the corporation's deductible on its insurance policy, special assessments to cover uninsured losses and third party liability;

(h) each owner shall be responsible for all legal costs and disbursements incurred by the corporation including but not limited to costs incurred for all correspondence, opinions, meetings, telephone conferences and any other costs incurred in the event the corporation obtains legal advice or assistance in relation to any act, omission, request or any other dealings with an owner, including but not limited to obtaining advice with respect to the Act or any other applicable legislation, the declaration, by-laws or rules of the Corporation that are reasonably incurred; and

(i) no owner shall be entitled to claim any compensation from the Corporation for any loss or damage to the property or person of the owner arising from any defect or want of repair of the common elements or assets of the Corporation, or any part thereof, save and except where the cause of the loss is as a result of an act or omission of the corporation, unless such loss or damage is covered by the insurance held or required to be held by the Corporation pursuant to the Act or these By-Laws, whichever is greater.

ARTICLE 11 - ASSESSMENT AND COLLECTION OF COMMON EXPENSES

11.1 Common Expenses and Budget

(a) all expenses, charges and costs of maintenance, repair or replacement of the common elements and the assets of the Corporation and any other expenses, charges or costs which the Board may incur or expend pursuant to its duties 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 or in accordance with the provisions of the Act; and

(b) the Board shall from time to time and at least annually prepare a budget for the property and determine by estimate the amount of common expenses for the next ensuing fiscal year or remainder of the current fiscal year as the case may be. The Board should 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.

11.2 Reserve Fund

(a) the Board shall establish and maintain a reserve fund(s) in accordance with the Act;

(b) the reserve fund(s) shall be kept in a separate interest bearing account with an institution in accordance with the Act; and

(c) may be invested in accordance with the Act.

11.3 Extraordinary Expenditures

Any expenditure not contemplated in the budget and for which the Board shall not have sufficient funds may be assessed at any time during the year, in addition to the annual

assessment, by the Board serving notices of such further assessment on all owners, which shall include a written statement setting out the reasons for the extraordinary assessment.

11.4 Delivery of Assessments

(a) the Board shall give notice to all owners of the amount of common expenses payable by each of them respectively, and shall deliver copies of each budget on which such common expenses are based, to all owners and mortgagees entered on the record; and

(b) extraordinary assessments shall be payable by each owner within ten (10) days after the delivery of notice thereof to such owner, unless a further period of time has been determined by resolution of the Board and set out in such notice.

11.5 Owners' Obligations To Pay Assessments

(a) notwithstanding that common expenses are levied on the basis of an annual assessment, the Board shall permit owners to make their common expense payments in twelve (12) due on the first day of each month. Each owner shall be obliged to pay to the Corporation the full amount of such annual assessment within ten (10) days after the delivery or mailing of the notice of the annual assessment to the owner. Notwithstanding that common expenses are payable annually, the Board may by resolution permit owners to make their common expense payments in twelve (12) equal monthly instalments. Upon receipt of a request from and for the express convenience of the owner, the Board may adopt, by resolution, a pre-authorized payment or similar plan for the convenience of the owners, provided always that upon cancellation of the plan or any default occurring on the part of the owner, the balance of the annual assessment together with interest accruing thereon from the date of default at the rate specified in this by-law shall become immediately due and payable to the Corporation; and

(b) if the Board enacts a resolution requiring owners to pay their common expense payments either by pre-authorized chequing or by post-dated cheques, the owners shall arrange for the payment of their proportionate shares of the common expenses by means of a pre-authorized chequing or post-dated cheques or other similar plan approved by the Board. Where the Board approves a pre-authorized chequing plan the Corporation shall be entitled to debit the bank account of the owner each month to collect one-twelfth (1/12) of the annual assessment. The Board may, by resolution, authorize such alternate methods of payment as it may reasonably determine provided always that any such method of payment shall apply consistently to and for the convenience of all owners. The acceptance by the Board of this alternate method of payment by the owner does not constitute a waiver of the owner's obligation to pay his/her proportionate share of the annual assessment as hereinbefore provided.

11.6 Default In Payment

(a) arrears of payment required to be made under the provisions of the Act, the declaration or by-laws shall bear interest at the rate of 24 per cent per annum compounded monthly or such other rate as the Board may by resolution determine, until payment has been received in full from the owner. Interest at the aforesaid rate shall be charged from time to time on the unpaid balance of common expenses plus unpaid interest and any legal costs incurred by the Corporation in the collection or attempted collection of the unpaid amount and interest shall be charged upon the aggregate total amount monthly and shall be compounded monthly until paid; and

(b) in any collection or attempted collection proceedings, including lien proceedings and/or sale or other court proceeding instituted by the Corporation to collect common expenses, or other amounts deemed to be common expenses, from the owner, there shall be added to any amount found due all costs incurred by the Corporation and all legal costs on a substantial indemnity basis (formerly known as solicitor and client costs) incurred in such action.

ARTICLE 12 - BANKING ARRANGEMENTS AND CONTRACTS

12.1 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 or authorize from time to time by resolution, and all such banking business, or any part thereof, shall be transacted on the Corporation's behalf by at least two people, one of whom shall be a member of the Board, and another person(s), as the Board may designate or authorize from time to time by resolution, and to the extent therein provided, including, without restricting the generality of the foregoing, the operation of the Corporation's accounts, the making, signing, drawing, accepting, endorsing, negotiating, lodging, depositing or transferring of any cheques, promissory notes, drafts, acceptances, bills of exchange and orders relating to any such banking business, and the defining of the rights and powers of the parties thereto and any act or thing on the Corporation's behalf to facilitate such banking business.

12.2 Execution of Instruments

Subject to the provisions of the Act, all deeds, transfers, assignments, contracts and obligations on behalf of the Corporation may be signed by the President or the 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 of the Act, The Board may at any time and from time to time, direct the manner in which, and the person(s) by whom any particular deed, transfer, contract or obligation or any class of deeds, transfers, contracts or obligations of the Corporation may or shall be signed.

12.3 Execution of the Status Certificate and Notices of Lien and Discharges of Liens

The Status Certificate, Notices of Lien and Discharges of Liens, as required by the Act, may be signed by any officer or any director of the Corporation, or any person authorized by resolution of the Board of Directors with or without the seal of the Corporation affixed thereto, provided that the Board may, by resolution, direct the manner in which, and the person(s) by whom, such certificates may or shall be signed.

ARTICLE 13 - MISCELLANEOUS

13.1 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.

13.2 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.

13.3 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.

13.4 Amendment

This by-law or any part hereof may be varied, altered or repealed by a by-law passed in accordance with the provisions of the Act and the declaration.

13.5 Conflicts

(a) in the case of a conflict between the provisions of the Act and any provision in the declaration, by-laws or rules and regulations, the Act shall prevail;

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(b) in the case of a conflict between the provisions in the declaration and any provision in the by-laws or rules and regulations, the declaration shall prevail, unless the by-law or rule has been amended after the registration of the declaration as provided for in the Act; and

(c) in the event the provisions of the Act or the declaration are silent the provisions of the by-laws shall prevail.

JULY

WITNESS the corporate seal of the Corporation this 31 day of May, 2008.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1737

Per:

Title and Print Name: JOHN VACHERESSE, PRESIDENT.

Per:

Secretary Treasurer Kelly Hinton

Title and Print Name:

We have authority to bind the Corporation

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