Province of Ontario

Document General

Form 4 — Land Registration Reform Act

D

LT0973820

CERTIFICATE OF REGISTRATION
CERTIFICAT D'ENREGISTREMENT
YORK REGION (65) NEWMARKET
LAND REGISTRAR/REGISTRATEUR

'94 MAY 6 AM 10 55

FOR OFFICE USE ONLY

(1) Registry ☐ Land Titles ☒

(2) Page 1 of 11 pages

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

(4) Nature of Document

BY-LAW NO. 1

(5) Consideration

NIL Dollars $

(6) Description

All Units and Common Elements comprising the property included in York Region Condominium Plan No. 845, together with its appurtenant common interest, City of Vaughan, Regional Municipality of York.

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

New Property Identifiers Additional: See Schedule ☐

Executions Additional: See Schedule ☐

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

(8) This Document provides as follows:

See Schedule for By-Law No. 1 and Certificate.

WE HEREBY MAKE APPLICATION UNDER SECTION 71 OF THE LAND TITLES ACT TO REGISTER BY-LAW NO. 1

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. 845 (Applicant) by its solicitors ROSE, PERSIKO, RAKOWSKY	Per: Bernard J. Persiko	1994	05	05

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

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

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

(13) Address for Service

(14) Municipal Address of Property

All Units at:
81 Townsgate Drive
Thornhill, Ontario
L4J 7W8

(15) Document Prepared by:

Bernard J. Persiko
ROSE, PERSIKO, RAKOWSKY
55 University Ave.
Suite 700
Toronto, Ontario M5J 2K4
(940180)

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Fees and Tax	
Registration Fee	
Total	

THE CONDOMINIUM ACT

CERTIFICATE

YORK REGION CONDOMINIUM CORPORATION NO. 845 hereby certifies that the By-Law Number 1 attached hereto was made in accordance with The Condominium Act, R.S.O. 1990 c. 26, and any amendments thereto, the Declaration and the By-Laws of the Corporation, and that the said By-Law Number 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 6th day of May, 1994.

YORK REGION CONDOMINIUM CORPORATION NO. 845

Secretary - Bernard J. Persiko

YORK REGION CONDOMINIUM CORPORATION NO. 845

BY-LAW NO. 1

BE IT ENACTED as By-Law No. 1 of **YORK REGION CONDOMINIUM CORPORATION NO. 845** (hereinafter referred to as the "Corporation") as follows:

ARTICLE ONE

DEFINITIONS

1.01 All words used herein which are defined in The Condominium Act, R.S.O. 1990, c. 26, shall have ascribed to them the meanings set out in the Act, as amended from time to time.

ARTICLE TWO

SEAL

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

ARTICLE THREE

MEETINGS OF MEMBERS

3.01 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.

3.02 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.

3.03 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.

3.04 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.

3.05 Adjournment of Meeting: The Chairman may adjourn the meeting from time to time and from place to place.

ARTICLE FOUR

THE CORPORATION

4.01 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 of 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 auditors' reports and financial statements available to the owners and mortgagees;

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

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

(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.

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

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

(b) adoption and amendment of rules concerning the operation and use of the property;

(c) employing a manager at a compensation to be determined by the Board to perform such duties and services as the Board shall authorize;

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

(e) investing reserve funds, provided that such investment shall be permitted by The Trustee Act, R.S.O. 1980, Chapter 512, 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 insure 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 approval of each such borrowing or loan by the owners at a meeting duly called for the purpose;

(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.

ARTICLE FIVE

BOARD OF DIRECTORS

5.01 Number of Directors: The number of directors shall be five (5).

5.02 Election and Term: The directors of the Corporation shall be elected in rotation, and upon the expiration of their respective term of office shall retire, but shall be eligible for re-election. At the first meeting of the owners held to elect directors, two (2) directors shall be elected to hold office for a term of one (1) year from the date of their election; two (2) directors shall be elected to hold office for a term of two (2) years from the date of their election; and one (1) director shall be elected to hold office for a term of three (3) years from the date of his 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.

5.03 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.

5.04 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.

5.05 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.

5.06 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 respecting the execution of the duties of his office; and

(b) all other costs, charges and expenses that he sustains or incurs in respect of the affairs of the Corporation.

The Corporation shall purchase and maintain insurance for the benefit of directors or officers of the Corporation in order to indemnify them against the liability, costs, charges or expenses incurred by them in the execution of their duties, provided that such insurance shall not indemnify them against such liabilities, etc., incurred by them as a result of their not acting honestly or in good faith.

5.07 Compensation: The directors shall receive such compensation as may from time to time be decided by-law.

ARTICLE SIX

OFFICERS

6.01 Term of Office: The Board may by resolution remove at its pleasure any officer of the Corporation.

6.02 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.

6.03 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.

6.04 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.

6.05 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.

6.06 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 disbursements 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.

6.07 Other Officers: The duties of all other officers of the Corporation shall be such as the terms of their engagement call for, or the Board requires of them. Any of the powers and duties of an officer to whom an assistant has been appointed may be exercised and performed by such assistant unless the Board otherwise directs.

6.08 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 SEVEN

BANKING ARRANGEMENTS AND CONTRACTS

7.01 Banking Arrangements: The banking business of the Corporation, or any part thereof, shall be transacted with such bank or trust company as the Board may designate, 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.

7.02 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 th 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 or any class of deeds, transfers, contracts or obligations of the Corporation may or shall be signed.

7.03 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 EIGHT

FINANCIAL AND RECORDS

8.01 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 NINE

NOTICE

9.01 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.

9.02 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.

9.03 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 TEN

ASSESSMENT AND COLLECTION OF COMMON EXPENSES

10.01 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 owner 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 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.

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

ARTICLE ELEVEN

DAMAGE

11.01 Procedure Where Damage Occurs: Where the Board, pursuant to the Act, has determined that there has been substantial damage to twenty-five percent (25%) of the buildings, a meeting of owners shall be called for the purpose of voting for termination.

11.02 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, altera-

tions, 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 and mortgagee.

ARTICLE TWELVE

INDEMNIFICATION

12.01 Each owner shall indemnify and save harmless the Corporation from and against any loss, costs, damage, injury or liability whatsoever which the Corporation may suffer or incur resulting from or caused by an act or omission of such owner, his family or any member thereof, any other resident of his unit or any guests, invitees or licensees of such owner or resident to or with respect to the common elements and/or all other units, except for any loss, costs, damages, injury or liability caused by an insured (as defined in any policy or policies of insurance) and insured against by the Corporation.

All payments pursuant to this clause are deemed to be additional contributions toward the common expenses and are recoverable as such.

ARTICLE THIRTEEN

INSURANCE

13.01 Immediately upon receipt of notice of a claim by a unit owner in respect of damage to his unit occasioned by an insurable loss, the Board, or its authorized agent, shall notify the Corporation's insurer and conduct an inspection of the unit for the purpose of determining the cause of damage and the opinion of the Board based upon such inspection, provided same is consistent with the report of the insurance adjuster, shall be conclusive as to the cause of such damage.

13.02 Where the Board determines in the foregoing manner that the claim has arisen as a result of the owner's failure to maintain and repair the unit as required by the Declaration, or as a direct result of the negligence of the owner, members of his immediate family, guests, visitors, licensees or any other person occupying the unit with the permission of the owner, prior to or commensurate with the filing of the claim for loss with the Corporation's insurer, the unit owner shall deposit with the Corporation the sum of Two Hundred and Fifty Dollars ($250.00) or such greater amount (applicable at the time and) representing the deductible amount being that portion of the claim for loss which is not recoverable from the insurer.

13.03 In all other circumstances, where the claim for loss arises for reason other than the failure by the owner to maintain and repair his unit or from the negligence of the owner as described above, the Corporation shall assume responsibility for the payment of the deductible amount which shall be paid from normal contributions from all owners toward common expenses.

ARTICLE FOURTEEN

MISCELLANEOUS

14.01 In accordance with the Site Plan Agreement with the Town of Vaughan the swimming pool and tennis court shall not have evening lighting.

14.02 Invalidity: The invalidity of any part of the By-Law shall not impair or affect in any manner the validity and enforceability or effect of the balance thereof.

14.03 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.

14.04 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.

14.05 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.

14.06 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 all the directors.

DATED this 6th day of May, 1994.

The undersigned, which owns one hundred percent (100%) of the units, hereby confirms, pursuant to the provisions of The Condominium Act of Ontario, the foregoing By-Law No. 1 of the said Corporation signed by all the directors of the said Corporation as By-Law No. 1 hereto pursuant to the provisions of the said Condominium Act on the 6th day of May, 1994.

DATED this 6th day of May, 1994.

BATHURST STEELES DEVELOPMENTS LTD.

Per: _____
Alan Menkes - President