DECLARATION

MADE PURSUANT TO THE CONDOMINIUM ACT

THIS DECLARATION (hereinafter called the "declaration") is made and executed pursuant to the provisions of The Condominium Act, R 1980, as amended from time to time, and the regulations made thereunde (all of which are hereinafter referred to as the "Act"), BY:

GRANDBY INVESTMENTS LIMITED
a Corporation incorporated under the
laws of the Province of Ontario

(hereinafter called the "Declarant"),

WHEREAS the Declarant is the owner in fee simple of lands and premises situate in the Borough of Etobicoke, in the Municipality of Metropolitan Toronto, and being more particularly described in Schedule "A" and in the description submitted herewith by the Declarant for registration in accordance with Section 4 of the Act (the "descripti and,

WHEREAS the Declarant has constructed a building upon the said lands containing 155 dwelling units, 281 parking units, 140 locker units and one outdoor tennis court unit.

AND WHEREAS The Declarant intends that the said lands together with the said building constructed thereon, shall be governed by the Act.

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

PART 1 - INTRODUCTION

Section 1 - Definitions

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

a) Common Elements means all the property except the units;

b) Common Interest means the interest in the common elements appurtenant to a unit;

c) Owner means the owner or owners of the freehold estate or estates in a unit and common interest, but does not include a mortgagee unless in possession.

d) Property means the land and interest appurtenant to the land described in the description and Schedule "A" annexed hereto, and includes any land and interests appurtenant to land that are added to the common elements;

e) Unit means a part or parts of the land included in the description, and designated as a unit by the description and comprises the space enclosed by its boundaries and all the material parts of the land within this space in accordance with the declaration and the description. For greater certainty, the definition of "unit" relating to the duties to repair and maintain under Sections 41 and 42 of the Act and this declaration shall extend to all improvements made by the Declarant in accordance with its structural plans, notwithstanding that some of such improvements may be made after registration of the declaration;

f) Rules means rules passed by the board of directors (the "board") of the Condominium Corporation and becoming effective pursuant to Section 29 of the Act.

Section 2 - Statement of Intention

The Declarant intends that the lands described in Schedule "A" and in the description and the interests appurtenant to the said lands (the "lands") be governed by the Act.

Section 3 - Consent of Encumbrancers

The consent of every person having a registered mortgage against the lands is contained in Schedule "B" attached hereto.

Section 4 - Boundaries of Units and Monuments

The monuments controlling the extent of the units are the physical surfaces mentioned in the boundaries of the units set forth in Schedule "C" attached hereto.

Section 5 - Common Interest and Common Expenses Allocation

Each owner shall have both an undivided interest in the common elements as a tenant in common with all other owners and shall also contribute to the common expenses in the proportions set forth opposite each unit number in Schedule "D" attached hereto. The total of the proportions of the common interests shall be one hundred (100%) per cent.

Section 6 - Exclusive Use Common Elements

Subject to the provisions of the Act and the declaration, the owner of each unit shall have the exclusive use of those parts of the common elements as set forth in Schedule "F" attached hereto. The Declarant, its sales staff, its authorized personnel or agents, or any prospective purchaser shall together have the right to use a block of 10 visitors' parking spaces located within the property, such block to be designated by the board, which right shall cease forthwith upon the sale of all units owned by the Declarant in this and the adjacent condominium ...

Section 7 - Mailing Address and Address for Service

The Corporation's address for service shall be

4800 Dufferin Street
Downsview, Ontario
M3H 5S9

or such other address as the Corporation may determine by resolution of the board. The Corporation's mailing address shall be

2000 Islington Avenue
Etobicoke, Ontario

or such other address as the Corporation may determine by resolution of the board.

PART 2 - SPECIFICATION OF COMMON EXPENSES

Section 8 - Meaning of Common Expenses

Common expenses means the expenses of the performance of the objects and duties of the Corporation, and without limiting the generality of the foregoing, shall include those expenses, costs and sums of money set forth in Schedule "E" attached hereto.

Section 9 - Payment of Common Expenses

Each owner, including the Declarant, shall pay to the Corporation his proportionate share of the common expenses, and the assessment and collection of the contributions toward the common expenses may be regulated by the board pursuant to the by-laws of the Corporation.

Section 10 - Reserve Fund

a) The Corporation shall establish and maintain one or more reserve funds and shall collect from the owners as part of their contribution towards the common expense amounts that are reasonably expected to provide sufficie[nt] funds for major repairs and replacement of common elemen[ts] and assets of the Corporation, all in accordance with th[e] provisions of the Act.

b) No part of the reserve fund shall be used except for the purposes for which the fund was established. The amount reserve fund shall constitute an asset of the Corporatic[n] and shall not be distributed to any owner except on termination of the Corporation.

Section 11 - Certificate of Common Expenses

The Corporation shall provide a certificate and accompanying statements and information in accordance with Section 32 (3) of the Act and the regulations, and shall provide a duplicate thereof without additional charge if requested. The Corporation shall provide the Declarant without any charge or fee, such certificate and accompanying statements and information that may be requested by or on behalf of the Declarant in connection with a sale or mortgage of a unit.

PART 3 - OCCUPATION AND USE OF COMMON ELEMENTS

Section 12 - General Use

a) Each owner may make reasonable use of and has the right occupy and enjoy the whole or any part of the common elements, including the exclusive use common elements designated to his unit in Schedule "F", subject to any conditions or restrictions set out in the Act, the declaration, the Corporation's by-laws (the "by-laws") and the rules. However, no condition shall be permitted to exist and no activity shall be carried on in any unit or in the common elements that is likely to damage the property or that will unreasonably interfere with the use or enjoyment by other unit owners, of the common elements and the other units.

b) No owner shall make any change or alteration to an installation upon the common elements, or maintain, decorate, alter or repair any part of the common elements except for maintaining those parts of the common elements which he has a duty to maintain, without obtaining the approval of the Corporation in accordance with the Act.

Section 13 - Restricted Access

Without the consent in writing of the board, no owner shall have any right of access to those parts of the common elements used from time to time as a dwelling for any building superintendent, utilities area, building maintenance or storage area, managers' offices, an area for operating machinery, or any other parts of the common elements used for the care, maintenance or operation of the property. This section shall not apply to any first mortgagee holding mortgages on at least ten (10%) per cent of the units, if exercising a right of access for purposes of inspection upon giving 48 hours notice to the Corporation's building manager.

Section 14 - Modification of Common Elements and Assets

a) The Corporation may ,by a vote of owners who own eighty (80%) per cent of the units, make any substantial addition, alteration or improvements to or renovation of the common elements, or may make any substantial change in the assets of the Corporation.

b) The Corporation may, by a vote of the majority of the owners, make any other addition, alteration, or improvement to or renovation of the common elements, or may make any other change in the assets of the Corporati

c) For the purposes of this section, the board shall decide whether any addition, alteration, or improvement to or renovation of the common elements, or any change in the assets of the Corporation, is substantial.

PART 4 - OWNERSHIP OF UNITS

Section 15 - Co-Ownership of Certain Units

Ownership of the outdoor tennis court unit designated as Unit 4, Level 1, of the within Corporation, together with the recreation centre ~~three outdoor~~ tennis courts and the outdoor swimming pool situated in the adjacent condominium corporation to the north and designated as Unit 17 Level A, and Unit 4, Level 1, respectively of York Condominium Corpora No. 531 (all hereinafter collectively referred to as the "recreational faciliti the security gate house located in the adjacent condominium corporation and designated as Unit 5, Level 1, York Condominium Corporation No. 531 shall ultimately be shared equally between this condominium corporation and the adjacent condominium corporation that has been registered by the Declarant. For the purposes of this declaration and the by-laws of Corporation, the adjacent condominium corporation shall mean the condominium corporation situated on Part of Lot 22, Concession "A", fronting the Humber,and registered as York Condominium Corporation No.5

The actual transfer of ownership of the security gate house and the recreational facilities by the Declarant to this Corporation and t

York Condominium Corporation No. 511 in equal shares, shall occur when all dwelling units in both condominium corporations (or such lesser number as the Declarant may designate in its sole discretion) have been sold the Declarant.

The owners, residents, tenants and invitees of the dwelling units in this and the adjacent condominium corporation shall have equal use and enjoyment of the recreational facilities, and shall have reasonable access to those parts of the common elements as are necessary to give access to said facilities, but shall not have access to any other parts of the common elements unless otherwise provided by the Act, the declaration, or by special by-law.

Section 16 - Unity of Ownership of Certain Units

The ownership of the combination of dwelling, parking and locker units referred to in Schedule "G" of the declaration shall not be separated but shall be held in single ownership, and any instrument purporting to separate the ownership of such combination of units, such as a deed, transfer, mortgage or charge or other similar conveyancing instrument, is void.

However, this clause shall in no way prohibit or affect the separate leasing of any parking unit or locker unit by an owner of a dwelling unit, provided that the following are strictly complied with:

a) The Lessee of any parking unit or locker unit shall only be the Corporation, the Declarant, or any owner or tenant of a dwelling unit in this Corporation or the adjacent condominium corporation.

b) The term of any lease of a parking or locker unit to a tenant of a dwelling unit as aforesaid, shall not extend beyond the term of the tenancy of such dwelling unit, and shall automatically terminate upon the sale of the dwelling unit to which the parking or locker unit is designated as set forth in Schedule "G".

c) Every lease of a parking unit or locker unit shall provide that where the Lessee is an owner of a dwelling unit in this or the adjacent condominium corporation, and is deprived of ownership of his dwelling unit through legal action by a party holding a registered mortgage, execution, lien or other encumbrance against such dwelling unit, then such lease shall be deemed to be in default, and shall automatically terminate, and the parking unit or locker unit subject to such lease shall revert to the Lessor of such parking or locker unit.

Section 17 - General Use

(a) No unit shall be occupied or used by any one in such a ma as to result in the cancellation, or threat of cancellation of any pol of insurance referred to in the declaration.

(b) The owner of each unit shall comply, and shall require al residents, tenants, invitees, and licencees of his unit to comply with Act, the declaration, the by-laws, and the rules.

(c) No owner shall make any structural change or alteration in to any unit, without the consent of the board of directors.

Section 18 - Use of Dwelling Units (Units 1 & 2, Level A) (Units 1 - 3, Level 1) (Units 1 - 6, Levels 2 - 26 inclusi

Each dwelling unit shall be occupied and used only as a pr single-family residence and for no other purpose; provided however, that foregoing shall not prevent the Declarant from completing the said build and all improvements to the property, maintaining units as models for display and sale purposes, and otherwise maintaining construction office displays and signs located or affixed to those parts of the common element as the Declarant's sales staff may deem appropriate, until all dwelling u in this and the adjacent condominium corporation have been sold by the Declarant.

Section 19 - Use of the Recreational Facilities

- Single outdoor tennis court, designated as Unit 4, Level 1, of the within condominium
- The recreation centre, designated as Unit 179, Level A, York Condominium Corporation No.531
- The 3 outdoor tennis courts and outdoor swimming pool, designated as Unit 4, Level 1, of York Condominium Corporation No. 531

Hereinafter collect referred to as the "recreational facilit

The recreational facilities shall be occupied and used only by the unit owners of this and the adjacent condominium corporation, and the respective residents, tenants and invitees. No provision contained in the rules of this Corporation shall restrict the access provided to the unit of the adjacent condominium corporation as set forth in Section 15 hereof The use and maintenance of the recreational facilities and the security ga house shall be governed by the Declarant until the earlier of:

a) the registration of this condominium corporation by the Declarant, or

b) three years from the date of registration of York Condomini Corporation No. 531 (namely September 30th, 1983).

If three years has elapsed from the date of registration of York Condominium Corporation No. 531 and this condominium corporation has stil not been registered, then the control over the use and maintenance of the recreational facilities and the security gate house shall be transferred t the board of directors of York Condominium Corporation No. 531. However, upon the registration of this condominium corporation ,the use and mainten ance of the recreational facilities and the security gate house shall be governed by the Recreation Committee to be established by the board of

Section 20 - Use of the Security Gate House (designated as Unit 5... of York Condominium Corporation No. 531

The security gate house shall be occupied and used solely ... a security service provided by both this and the adjacent condominium corporation ... the purposes of controlling ingress to and egress from the units and common elem... of this and the adjacent condominium corporation. Until this condominium corporation is registered by the Declarant, the use of the gate house shall be governed by the Declarant. After the registration of this condominium corporation, the use of the gate house shall be governed by the Recreation Committee established by the boards of directors of both condominium corporations

Section 21 - Use of Parking Units -

Units 3 - 130)	
Units 136 - 158)	
Units 160 - 162)	Level A
Units 180 - 184)	
Units 204 - 210)	
Units 1 - 135,	Level B

Each parking unit shall be used and occupied only for motor vehicle parking purposes, and without restricting any definition of motor vehicle as may be imposed by the board of directors, "motor vehicle" shall be deemed to include a private passenger automobile and station wagon as customarily understood. The owner of each parking unit shall maintain such unit in a clean and sightly condition. The Corporation may make provision in its annual budget for cleaning of the parking units.

Section 22 - Use of Locker Units -

Units 131 - 155)	
Unit 159)	Level A
Units 163 - 179)	
Units 185 - 203)	
Units 136 - 213,	Level B

Each locker unit shall be used and occupied for storage purposes, and for such general or hobby purposes as shall not constitute a nuisance or danger to the other unit owners, the units and the common elements. The board of directors may, from time to time, restrict the catagories of items that may be stored or used in such locker units.

Section 23 - Temporary Model Suites

At the time of registration, several unsold dwelling units in the condominium building may be used as temporary model suites for sale pur... and the Declarant, its sales staff and their respective invitees shall... entitled to use the common elements for access to and egress from said model suites. The Declarant shall be entitled to maintain such model suites until such time as all dwelling units in this and the adjacent condominium corporation (or such lesser number as the Declarant may determine in its sole discretion) have been sold by the Declarant.

PART 6 - LEASING OF UNITS

Section 24 - Notification of Lease

a) Where the owner of a unit leases his unit, the owner shall notify the Corporation that the unit is leased and shall provide to the Corporation the lessee's name and the owner's address.

(b) In addition, no owner shall lease his unit unless he delivers to the Corporation a covenant or agreement s by the tenant, to the following affect:

"I acknowledge and agree that I, the members of my household, and my guests from time to time, will, in using the unit rented by me and the common elements, comply with The Condominium Act, the Declaration and the By-Laws, and all rules and regulations of the Condominium Corporation, during the term of my tenancy, and will be subject to the same duties imposed by the above as if I were a unit owner, except for the payment of common expenses unless otherwise provided by The Condominium Act."

Section 25 - Tenant's Liability

No tenant shall be liable for the payment of common expenses unless notified in writing by the Corporation that the owner is in default of payment of common expenses, and requiring said tenant to pay to it an amount equal to the defaulted payment, in which case the tenant shall deduct from the rent otherwise payable to the owner, an amount equal to the defaulted payment, and shall pay same to the Corporation.

Section 26 - Owner's Liability

Any owner leasing his unit shall not be relieved hereby from any of his obligations with respect to the unit, which obligatio shall be joint and several with his tenant.

PART 7 - MAINTENANCE AND REPAIRS AFTER DAMAGE

Section 27 - Maintenance and Repairs to Unit

a) Each owner shall maintain his unit, and, subject to the provisi of the declaration, each owner shall repair his unit after dama all at his own expense. The owners of units 1 - 6 on Level 26 fireplaces constructed as part of their units, shall be respons at their own expense, for the cleaning and sweeping, where nece of the chimney appurtenant to such fireplace and unit.

b) The owners of Units 1 and 2 on Level A, and the Owner of Unit 6, on Level 26, shall be solely responsible for maintaining and repairing the patio areas (including all landscaping, fixtures and/or wood decking enclosed therein), which patio areas are designated in the description as exclusive use common element areas of said units. Moreover, the owner of Unit 6, on Level 26, shall also be responsible for maintaining and repairing the wroug iron and cedar privacy fence bordering such patio area, but he shall not be responsible for repairing any part of the roof which lies beneath the wood decking located within the said patio area, nor for repairing any part of the roof that lies beyond the enclo patio area.

c) Notwithstanding anything hereinbefore provided to the contrary, each owner shall be responsible for all damages to any and all oth units and to the common elements, which are caused by the failure of such owner to so maintain and repair his unit, save and except for any such damages for which the cost of repairing same may be recovered under any policy of insurance held by the Corporation.

d) The Corporation shall make any repairs that an owner is obligated to make and that he does not make within a reasonable time, after written notice is given to such owner by the Corporation. In such event, an owner shall be deemed to have consented to having repair done to his unit by the Corporation. The owner shall reimburse th Corporation in full for the cost of such repairs, including any legal or collection costs incurred by the Corporation in order to collect the costs of such repairs, and all such costs shall bear interest at the rate of eighteen (18) per cent per annum until paid by the owner. The Corporation may collect such costs in such instalments as the board may decide upon, which instalments shall added to the monthly contributions towards the common expenses of such owner, after receipt of written notice from the Corporation thereof, and shall be treated in all respects as common expenses, and recoverable as such.

e) In addition to the requirements of Section 42 of the Act, which are imposed upon the Corporation when the building has been damage the Corporation shall deliver, by registered mail to all mortgagee who have notified the Corporation of their interest in any unit, notice that substantial damage has occurred to the property, along with notice of the meeting to be held to determine whether or not repair such damage.

Section 23 - Maintenance and Repairs to Common Elements

a) The Corporation shall maintain and repair after damage the common elements. This duty to maintain and repair shall extend to all doors which provide access to the units, all windows (except maintenance to the interior surfaces thereof, and exterior surfaces accessible by balconies, the responsibility for which shall be left to the affected unit owner), and all exclusiv use portions of the common elements, except that in respect of balconies set aside for the exclusive use of the designated owner, the responsibility f their maintenance only shall rest upon the owner enjoying exclusive use of same.

b) Every owner from time to time shall forthwith reimburse the Corporation for repairs of windows and doors serving his unit, caused by his negligence or the negligence of residents, tenants, invitees, or licencees of his unit.

PART 8 - INSURANCE

Section 29 - Insurance Maintained by the Corporation

a) Fire and Extended Risks

The Corporation shall obtain and maintain insurance against damage by fire and major perils as defined in the Act, and insurance against such other perils or events as the board may from time to time deem advisable, in respect of its obligation to repair and in respect of the unit owners' interests in the units and common elements, and the unit owners' obligation to repair any damage to:

i) the common elements;

ii) personal property owned by the Corporation, excluding furnishings, furniture and other personal property supplied or installed by the owners; and

iii) the units, except for any improvements or betterments made or acquired by the unit owners;

in an amount equal to the full replacement cost of such real and personal property, and such units, without deduction for depreciation. This insurance may be subject to a loss deductible clause.

b) Public Liability and Boiler Insurance

The Corporation shall obtain and maintain public liability and property damage insurance, with limits to be determined by the board, insuring the Corporation against its liability resulting from breach of duty as occupier of the common elements, or arising from the ownership, use or operation, by or on its behalf, of boilers, machinery, pressure vessels and motor vehicles.

c) General Provision re Policies of Insurance

Such policy or policies of insurance will insure the interest of the Corporation and the owners from time to time, as their respective interests may appear, with mortgagee endorsements which shall be subject to the provisions of this declaration and the insurance trust agreement, and shall contain the following provisic

i) proceeds arising from any loss shall be payable to the insurance trustee, save and except that when the amount receivable from the Insurer for any loss arising out of any one occurence does not exceed ten thousand dollars ($10,000.0C the proceeds of such loss shall be payable to the Corporation and not to the Insurance Trustee

ii) waivers of subrogation against the Corporation, manager, agents, employees and servants, and aga the owners, and any resident, tenant, invitee, c licencee of a unit, except for damage arising ou arson and fraud caused by any one of the above:

iii) such policy or policies of insurance shall not t cancelled or substantially modified without at least sixty (60) days written notice sent by registered mail to all parties whose interests appear thereon, and to the insurance trustee, an to any first mortgagee who has charges on more t 25% of the units.

iv) waivers of any defence based on co-insurance or invalidity arising from any act or omission, or breach of a statutory condition

vi) provision that the same shall be primary insurance in respect of any other insurance carried by the owner;

vi) waiver of the insurer's option to repair, rebuild or replace in the event that after damage the government of the property is terminated pursuant to the Act.

Section 30 - General Provisions Regarding the Condominium Insurance

a) Prior to obtaining any policy or policies of insurance under this part, or any renewal or renewals thereof, or at such other times as the board may deem advisable, the board shall obtain an appraisal from an independent qualified appraiser, of the full replacement cost of the property, for the purpose of determining the amount of insurance to be affected pursuant thereto, and the cost of such appraisal shall be a common expense; provided that no appraisal shall be necessary with respect to the initial policy or policies placed by the Declarant.

b) The Corporation, its board, and its officers shall have the exclusive right, on behalf of itself and as agents for the owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation, and to give such releases as are required, and any claimant, including the owner of a damaged unit, shall be bound by such adjustment. Provided however that the board may, in writing, authorize an owner to adjust any loss to his unit.

c) Every mortgagee shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage. This paragraph (c) shall be read without prejudice to the right of any mortgagee to exercise the right of an owner to vote or to consent, if the mortgage itself contains such a provision, and also the right of any mortgagee to receive the proceeds of any insurance policy if the property is not repaired or replaced.

d) A Certificate of memorandum of all insurance policies and endorsements thereto shall be issued as soon as possible to each owner and a duplicate original or certified copy of the policy to each mortgagee who has notified the Corporation of his interest. Renewal certificates or certificates of new insurance policies shall be furnished to each owner, and renewal certificates or certified copies of new insurance policies shall be furnished to each mortgagee who has notified the Corporation of his interest, no later than ten days before the expiry of any current insurance policy. The master policy for any insurance coverage shall be kept by the Corporation in its offices, available for inspection by an owner or mortgagee on reasonable notice to the Corporation.

e) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation, or to direct that loss shall be payable in any manner other than as provided in the declaration.

Section 31 - Indemnity Insurance

The Corporation shall obtain and maintain insurance for the benefit of directors or officers of the Corporation in order to indemnify them against any liability, cost, charge or expense ("liabilities") incurred by them in the execution of their duties, provided that such insurance shall not indemnify them against liabilities incurred by them as a result of a contravention of S. 24(1) of the Act.

Section 32 - Insurance Maintained by the Individual Unit Owners

It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the Corporation and that the following insurance, or any other insurance, if deemed necessary or desirable by any owner, may be obtained and maintained by such owner:

a) Insurance on any additions or improvements made by the owner to his unit and for furnishings, fixtures, equipment, decorating and personal property and chattels of the owner contained within his unit, and his personal property and chattels stored elsewhere on the property, including his automobile or automobiles, and for loss of use and occupancy of his unit in the event of damage. Such pol or policies of insurance shall contain waivers of subro against the Corporation, its manager, agents, employees servants, and against the other owners and any resident tenants, invitees or licencees of such other units, exc for any damage arising from vehicle impact, arson and f caused or contributed by any of the above.

b) Public liability insurance covering any liability of an owner or any resident, tenant, invitee or licencee of h to the extent not covered by any public liability and p damage insurance obtained and maintained by the Corpora

c) Insurance covering additional living expenses incurred b owner if forced to leave his dwelling unit by one of the hazards protected against under the owner's personal pol

d) Insurance covering special assessments levied against an owner's unit by the Corporation.

Section 33 - Indemnification by Owners

a) Each owner shall indemnify and save the Corporation harmless from any loss, costs, damage, injury or liability which the Corporation may suffer or incur resulting from or caused by any act or omission of such owner, or any resident, tenant, invitee or licencee of his unit, to the common elements or to any unit, excep for any loss, costs, damage, injury or liability insured against by the Corporation. All payments to be made pur to this section are deemed to be additional contribution toward the common expenses payable by such owner and recoverable as such.

Section 34 - Insurance Trust Agreement

The Corporation shall enter into and at all times maintain an insurance trust agreement with a trust company, registered under The Loan and Trust Corporations Act, or a chartered bank. Such agreement shall provide that the trustee shall hold all insurance proceeds in trust and disburse the proceeds in satisfaction of the Corporation's and owners' respective obligations to repair in accordance with the provisions of the Act. Notwithstanding the foregoing, where insurance proceeds payable on any one loss are less than ten thousand dollars ($10,000.00), such proceeds shall be paid directly to the Corporation pursuant to the direction of the Insurance Trustee as set forth in the Insurance Trust Agreement, and shall be held in trust and disbursed by the Corporation as if it were acting as the Insurance Trustee.

The Insurance Trust Agreement entered into by the Corporation at a time when the Declarant owns a majority of the units, shall terminate within twelve (12) months from the date of registration of the declaration unless ratified within such twelve (12) month period by the board of directors elected at a time when the Declarant ceases to be the registered owner of a majority of the units. If the aforementioned Insurance Trust Agreement is not so ratified, then such new board shall enter into a new Insurance Trust Agreement with another trust company or chartered bank, so that an Insurance Trust Agreement will at all times be in existence and maintained by the Corporation. If ratified as aforesaid, this Insurance Trust Agreement shall continue automatically on an annual basis until such time as the Corporation delivers written notice to the Insurance Trustee of its desire to terminate the agreement.

PART 9 - GENERAL MATTERS

Section 15 - Rights of Entry

a) The Corporation, or any insurer of the property or any part thereof, their respective agents, employees or authorized representatives or any other person authorized by the board, shall be entitled to enter any unit or any part of the common elements over which any owner has the exclusive use, at all reasonable times and upon giving reasonable notice, for the purposes of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy or policies, remedying any condition which might result in damage to the property, or carrying out any duty imposed upon the Corporation.

b) In case of an emergency, any agent, employee or authorized representative of the Corporation may enter a unit at any time without notice, for the purpose of repairing the unit, common elements or any part of the common elements over which any owner has the exclusive use, or for the purpose of correcting any condition which might result in damage or loss to the property or any assets of the Corporation. The Corporation or any one authorized by it may determine whether such an emergency exits.

c) If any owner, resident or tenant of a unit shall not be personally present to grant entry to such unit, the Corporation, or its agents, may enter upon such unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof, provided that they exercise reasonable care.

d) The rights and authority hereby reserved to the Corporat[illegible] any insurer as aforesaid, and their respective agents, employees or authorized representatives, does not impose upon them any responsibility or liability whatsoever for the care or supervision of any unit except as specif[illegible] provided in the declaration or the by-laws.

Section 36 - Invalidity

Each of the provisions of this declaration shall be deemed independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or effect in any manner the validity or enforceability of the remainder of this declaration.

Section 37 - Waiver

The failure to take action to enforce any provision contained in the Act, the declaration, the by-laws, or the rules of the Corporati[illegible] irrespective of the number of violations or breaches which may occur, shall not constitute a waiver of the right to do so thereafter, nor be deemed to abrogate or waive any such provision.

Section 38 - Notice

Except as provided in the Act or as hereinbefore set forth, any notice, direction or other instrument required to be given shall be given as follows:

a) To an owner, by giving same to him, or to any director or officer of the owner, either personally or by ordinary mail postage prepaid, addressed to him at the address for service given by such owner for the Corporat[illegible] record, or if no such address has been given to the Corporation, then to such owner at his respective unit.

b) To a mortgagee who has notified the Corporation of his interest in any unit, by giving same to such mortgagee or to any director of officer of such mortgagee either personally or by ordinary mail, postage prepaid, addres to such mortgagee at the address for service given by such mortgagee to the Corporation.

c) 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.

If such notice is mailed as aforesaid, the same shall be deemed to have been received and to be effective on the first business day following the day on which it was mailed.

Section 39 - Construction of Declaration

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

Section 40 - Headings

The headings in the body of the declaration form no part of the declaration but shall be deemed to be inserted for convenience of reference only.

DATED at the City of North York, in the Municipality of Metropolitan Toronto, and Province of Ontario, this 4th day of February, 1982.

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

GRANDBY INVESTMENTS LIMITED

Per:

HARVEY FRUITMAN, Vice-President

Per:

RICHARD R. KENNEDY, Secretary

SCHEDULE "A" TO THE DECLARATION OF

GRANDBY INVESTMENTS LIMITED

These parts of Lot 22 in Concession A fronting the Humber in the Borou of Etobicoke in the Municipality of Metropolitan Toronto, designated a Parts 7, 8, 9, 10, 11, 12 and 13 on a Plan of Survey of records in the Land Registry Office (No.66) for the Land Titles Division of Metropoli Toronto (No.66) at Toronto as 66R-10110.

Subject to the free uninterrupted and unobstructed right and easement favour of the Corporation of the Borough of Etobicoke to construct, operate and maintain a sanitary sewer, in, under and across FIRSTLY: That part of Lot 22, Concession A fronting the Humber designated as Part 4 on Plan 66R-8161 and SECONDLY: That part of Lot 22, Concession A fronting the Humber designated as Part 1 on Plan 66R-9547 and with the provisions and covenants as set out in A-770766.

Subject to the free uninterrupted and unobstructed right and easement i favour of The Corporation of the Borough of Etobicoke to construct, operate and maintain a storm sewer and overflow drainage depression in, under and across that part of Lot 22, Concession A fronting the Humber designated as Part 7 on Plan 66R-10110 and with the provisions and covenants as set out in A-770767.

Together with a right, licence or right in the natura of an easement in favour of Grandby Investments Limited, and its successors and assigns a their respective workmen, servants or agents, over, along and upon that part of the common elements of York Condominium Corporation No. 531, that was formerly designated as Parts 1, 2, 3 and 6 on Plan 66R-11576 for the purposes of vehicular and pedestrian access to and egress from the common interior roadway and underground parking garage serving the lands comprising the said Parts 7, 8, 9, 10, 11, 12 and 13 on Plan 66R-10110 as set out in B-679952.

Together with a right, licence or right in the nature of an easement in favour of Grandby Investments Limited, and its successors and assigns a their respective workmen, servants or agents, in, under and across all the common elements of York Condominium Plan No. 531, for the specific purposes of installing, repairing, maintaining, inspecting and alterin underground storm and sanitary sewer pipes, hydro lines, electrical conduits and interphone lines, together with all appurtenances thereto as may from time to time be required to provide adequate utility services to the lands comprising the said Parts 7, 8, 9, 10, 11, 12 and 1 on Plan 66R-10110 as set out in B-679952.

Subject to a permanent easement in favour of York Condominium Corporat: No. 531 in, over, under, along and upon that part of Lot 22, Concessio: A fronting the Humber, designated as Parts 1, 2, 3 and 4 on Plan 66R-1: for the purposes of enabling York Condominium Corporation No. 531 and its workmen, servants or agents to examine, repair, maintain and reconstruct the whole or any part of the underground sewer system situate up the hereinbefore described lands as set out in A-886225.

Subject to a right, licence or right in the nature of an easement in favour of York Condominium Corporation No. 531 and its workmen, servan or agents over, along and upon that part of Lot 22, Concession A fronti the Humber, designated as Parts 4 and 5 on Plan 66R-11576 for the purposes of vehicular and pedestrian access to and egress from the common interior roadway and underground parking garage serving York Condominiu Corporation No. 531 as set out in A-886226.

Subject to a right, licence or right in the nature of an easement in favour of York Condominium Corporation No. 531 and its workmen, servants or agents in, under and across those portions of the lands comprising part of Lot 22, Concession A fronting the Humber in the Borough of Etobicoke in the Municipality of Metropolitan Toronto and presently designated as Parts 7, 8, 9, 10, 11, 12 and 13 on Plan 66R-10110 as will eventually comprise and constitute the common elements of the condominum corporation to be created and registered by the Transferor, as Declarant on the lands presently designated as Parts 7, 8, 9, 10, 11 12 and 13 on Plan 66R-10110 for the specific purposes of installing, repairing, maintaining, inspecting and altering underground storm and sanitary sewer pipes, hydro lines, electrical conduits and interphone lines, together with all appurtenances thereto, as may from time to tir be required to provide adequate utility services ...

SCHEDULE "B" TO THE DECLARATION OF

GRANDBY INVESTMENTS LIMITED

(Page 1)

THE CONDOMINIUM ACT, R.S.O. 1980, C.84

CONSENT UNDER CLAUSE B OF SUBSECTION

1 of SECTION 3 OF THE ACT

THE ROYAL BANK OF CANADA

having registered mortgages within the meaning of clause b of subsection 1 of section 3 of The Condominium Act, R.S.O. 1990 registered as Number A-903508 and A-924437 in the Land Registry Office for the Land Titles Division of Metropolitan Toronto (No. 66) hereby consents to the registration of this declaration pursuant to The Condominium Act, R.S.O. 1980 against the land or interests appurtenant to the land described in the description.
IN WITNESS WHEREOF THE ROYAL BANK OF CANADA has caused XXX these presents to be signed by duly authorized Attorneys in that behalf this 29th day of January, 1982.

THE ROYAL BANK OF CANADA by its Attorneys

XXXXXXX

WITNESS

Power of Attorney registered on September 8th, 1981 as No. A-946244

SCHEDULE "C" TO THE DECLARATION OF

GRANBY INVESTMENTS LIMITED

Monuments controlling the extent of units described and numbered in th description are the physical surfaces more fully described as follows:

DWELLING UNITS (Being Units 1 & 2, on Level A, Units 1 to 3, on Level 1, Units 1 to 6, on Levels 2 - 25, and Units 1 to 6, on Level 26)

a) Each dwelling unit is bounded vertically by:

(i) The upper surface of the concrete floor slab beneath the unit

(ii) The lower surface of the concrete ceiling except in Units 1 t 5 inclusive Level 26 where the boundard shall be the backside surface of the ceiling drywall. In the vicinity of the skyli located with Units 1 to 5, Level 26, the upper limit shall be the lower or unit surface of the plastic skylights.

(iii) In unit 6, Level 26 the boundary shall be the backside surfac of the ceiling drywall. In the vicinity of the atriums locat within Unit 6, Level 26 the upper limit shall be the lower or unit surface of the plastic skylights. All that portion betw the backside surface of the ceiling drywall of the first floo and the upper surface of the concrete floor slab of the secon floor is common element.

b) Each dwelling unit is bounded horizontally by the interior surface the unfinished concrete, masonry or block walls and columns. In the vicinity of pipe spaces the unit is bounded horizontally by the backside of the drywall surrounding such spaces. In the vicinity of metal studs the unit boundary shall be the backside face of dryw

c) In the vicinity of windows and exterior doors, the unit boundaries shall be the unfinished interior surfaces of doors, window and doo frames and the interior surfaces of all glass panels located there

d) In the vicinity of the chimney portion of Unit 6, Level 26, the un is bounded by the exterior face of the masonry enclosing the flue.

e) Each dwelling unit shall include such pipes, wires, cables, condu ducts, flues, mechanical or similar apparatus that supplies any service to that particular unit only and that lies within the boun of the unit as hereinbefore defined.

f) Notwithstanding the above, each dwelling unit shall not include:

(i) All concrete, concrete block or masonry portions of load bearing walls or columns located within the unit; and

(ii) Such pipes, wires, cables, conduits, ducts, flues, mechanical or similar apparatus that supplies any service to more than o unit, or that may lie within the boundaries of the unit as hereinbefore defined but which do not service that particular unit.

PARKING UNITS (Being Units 3 - 130, 156 - 158, 160 - 162, 180 - 18[illegible] 204 - 210, all on Level A, and Units 1 - 135, on Lev[illegible]

The boundaries of the Parking Units shall be:

a) The unfinished upper surface or unit side of the concrete floor [illegible] beneath such unit.

b) The unfinished interior surface or unit side of the concrete cei[illegible] slab above such unit.

c) The unfinished interior surface or unit side of concrete block or masonry walls and columns.

d) The vertical planes formed by:

(i) The production of the face of the masonry walls.

(ii) The centre line of the concrete columns.

(iii) Measurements from the concrete columns and walls as illustra[illegible] in Part 2 of the description.

e) Provided that the aforementioned units shall exclude all concrete concrete block or masonry portions of load bearing walls or colum[illegible] located within the unit and such fire hose cabinets, fans, pipes, wires, cables, conduits, ducts, flues or similar apparatus that supplies any service.

LOCKER UNITS (Being Units 131 - 155, 159, 163 - 179, 185 - 203, all on Level A, Units 136 - 213, all on Level B)

a) Each locker unit is bounded vertically by:

(i) Upper surface of concrete floor.

(ii) Underside of concrete ceiling slab.

b) Each locker unit is bounded horizontally by the backside face of drywall or the unit side face of concrete or masonry wall and the production thereof across openings for doors. In the vicinity of pipe spaces the unit is boundard horizontally by the backside of the drywall surrounding such spaces.

c) Provided that any pipes, wires and cables used for water drainage and power which are within any walls or floors together with any heating and air conditioning equipment, ducts, and/or flues, shaft etc. or controls of same, together with any concrete columns or concrete walls which may be within any locker unit shall be exclud[illegible] from such unit.

SINGLE OUTDOOR TENNIS COURT AND TENNIS SHELTER (Being Unit 4, Level 1)

The single outdoor tennis court and tennis shelter unit is bounded by

a) the lower surface of the concrete footings and the production thereof to the intersection with the vertical planes as hereinaft[illegible] set out in sub. par. (c);

b) the horizontal plane 7.00 metres above the last mentioned limit and its production. The plane is parallel to and measured perpenticularly from the lower surface of the concrete footings;

c) the vertical planes as referenced to the structure at grade and as further illustrated on Part 1, Sheet 1 of the description and their production to intersect with the upper and lower limited a hereinbefore defined in sub. par. (a) and (b) above, as illustra on Part 1 of the description filed concurrently herewith.

SCHEDULE "D" TO THE DECLARATION

OF GRANDBY INVESTMENTS LIMITED

Unit	Level	Proportion of common Interest and Expenses (Expressed as Percentage to each unit)		
1	A	0.5952	x 1=	0.5952
2	A	0.6065	x 1=	0.6065
1	1	0.5918	x 1=	0.5918
2	1	0.5952	x 1=	0.5952
3	1	0.5907	x 1=	0.5907
4	1 (outdoor tennis court unit)	0.0001	x 1=	0.0001
1	2 - 25 inclusive	0.5918	x24=	14.2032
2	2 - 25 inclusive	0.5952	x24=	14.2848
3	2 - 25 inclusvie	0.6065	x24=	14.5560
4	2 - 25 inclusive	0.5956	x24=	14.2944
5	2 - 25 inclusive	0.4839	x24=	11.6136
6	2 - 25 inclusive	0.7693	x24=	18.4632
1	26	0.6466	x 1=	0.6466
2	26	0.6513	x 1=	0.6513
3	26	0.6659	x 1=	0.6659
4	26	0.6542	x 1=	0.6542
5	26	0.5039	x 1=	0.5039
6	26	1.1396	x 1=	1.1396
3 - 31, inclusive) 34 - 113, inclusive) 122 - 130, inclusive) 156 - 158, inclusive) 160 - 162, inclusive) 180 - 184, inclusive) 204 - 210, inclusive)	A Parking (Single)	0.0145	x 136=	1.9720
32*,33*) 114 - 121, inclusive)	A Parking (Tandem)	0.0172	x 10=	0.1720
131 - 155, inclusive) 159) 163 - 179, inclusive) 185 - 203, inclusive)	A Locker	0.0087	x 62=	0.5394
1 - 32, inclusive) 35 - 120, inclusive) 128 - 135, inclusive)	B Parking (Single	0.0145	x 126=	1.8270
33*,34*) 121 - 127, inclusive)	B Parking (Tandem)	0.0172	x 9=	0.1548
136 - 213, inclusive)	B Locker	0.0087	x 78=	0.6786
				100.0000

GRANDBY INVESTMENTS LIMITED by its Property Management Company,
DEL REALTY INCORPORATED CONFIRMS THE PERCENTAGES AND CALCULATIONS HEREIN

PER: ______________

SCHEDULE "E" TO THE DECLARATION OF

GRANDBY INVESTMENTS LIMITED

COMMON EXPENSES

a) All expenses of the Corporation incurred by it in the performance of its objects and duties whether such objects and duties are imposed under the provisions of the Act, the declaration, the by-laws or rules of the Corporation.

b) All sums of money payable by the Corporation for the obtaining and maintenance of any insurance coverage required or permitted by the Act or the declaration.

c) All sums of money payable for utilities and services serving the units or common elements including, without limiting the generality of the foregoing, monies payable on account of:

insurance premiums

electricity

water

waste disposal

fuel

maintenance materials, tools and supplies

d) All sums of money required by the Corporation for the acquisition or retention of real property for the use and enjoyment of the property, or for the acquisition, repair, maintenance or replacement of personal property for the use and enjoyment of the common elements.

e) All sums of money paid or payable by the Corporation for legal, engineering, accounting, auditing, expert appraising, maintenance, managerial and secretarial advice and services required by the Corporation in the performance of its objects and duties.

f) All sums of money paid or payable by the Corporation to any and all persons, firms or companies engaged or retained by it, its duly authorized agents, servants and employees for the purpose of performing any or all of the duties of the Corporation.

g) All sums of money assessed by the Corporation for the reserve fund to be paid by every owner as part of their contribution towards common expenses ,for the major repair and replacement of common elements and assets of the Corporation.

h) All sums of money paid by the Corporation for any addition, alteration, improvement to or renovation of the common elements or assets of the Corporation.

i) All sums of money payable on account of realty taxes (including local improvement charges) levied against the property until such time as such taxes are levied against the individual units and against those parts of the common elements that are leased business purposes upon which the lessee carries on an undertaking for gain.

j) The fees and disbursements of the Insurance Trustee.

k) 50% of all maintenance, operating and improvement costs pertaining to the recreational facilities and the security gate house, all of which are eventually to be owned jointly by this corporation and the adjacent condominium corporation registered by the Declarant as York Condominium Corporation No. 531. These costs shall include, without limitation:

(i) the provision of heat, hydro, water, and all other utilities servicing the recreational facilities and security gate house.

SCHEDULE "F" TO THE DECLARATION OF

GRANDBY INVESTEMENTS LIMITED

Exclusive Use of Common Elements

The owners of the dwelling units on Levels 1 - 25 inclusive, from which there is direct access to those parts of the common elements designated as a balcony, as illustrated on Part 1 and Part 2 of Sheet 1 of the description filed concurrently herewith shall have exclusive use and enjoyment of such balcony.

The owner of Unit 6, Level 26, shall have the exclusive use of that portion of the common elements designated as B-1 (a roof balcony) as illustrated on Part 3 of Sheet 1 of the description filed concurrently herewith.

In addition, the owners of Units 1 and 2 on Level A, shall have the exclusive use of that portion of the common elements labeled as a patio area and illustrated on Part 2 of Sheet 3 of the description filed concurrently herewith.

SCHEDULE "G" TO THE DECLARATION OF GRANDBY INVESTMENTS LIMITED

2000 ISLINGTON - N.W. CORNER OF ISLINGTON & DIXON

DWELLING UNITS		combined with		PARKING UNITS		combined with		LOCKER UNITS	
Level	Unit	Unit	Level	Unit	Level	Unit	Level	Unit	Level
A	1	43 ✓	B	49 ✓	B	10	B	157 ✓ 172 X	B B
A	2	115	A	----	----	——	——	203	A
1	1	23	B	24	B	——	——	201	B
1	2	182	A	183	A	——	——	143	B
1	3	114	A	180	A	——	——	——	——
1	Super	——	——	——	——	——	——	——	——
2	1	76 ✓	B	77 ✓	B	33	B	202 185	B B
2	2	45	B	——	——	——	——	144	A
2	3	100	B	101	B	——	——	173	B
2	4	80	A	81	A	——	——	135	A
2	5	130	B	131	B	——	——	136	B
2	6	19	B	20	B	34	B	199	B
3	1	104	B	——	——	52	B	186	B
3	2	25	A	——	——	——	——	——	——
3	3	45	A	46	A	——	——	175	A
3	4	75	A	76	A	——	——	——	——
3	5	73	A	74	A	——	——	141	A
3	6	41	B	42	B	——	——	188	B
4	1	4	B	53B ~~[illegible]~~	~~[illegible]~~	128	B	187	B
4	2	63	A	64	A	54	B	192	B
4	3	126	B	——	——	——	——	168	B
4	4	67	A	68	A	——	——	131	A
4	5	127	B	——	——	——	——	163	B
4	6	105	A	106	A	——	——	193	B

DWELLING UNITS		combined with		PARKING UNITS		combined with		LOCKER UNITS	
Level	Unit	Unit	Level	Unit	Level	Unit	Level	Unit	Level
5	1	21	B	22	B	55	B	200	B
5	2	34	A	35	A	78	B	194	B
5	3	99	B	112	B	----	----	169	B
5	4	103	A	104	A	----	----	173	A
5	5	55	A	56	A	----	----	146	A
5	6	71	A	72	A	----	----	150	A
6	1	36	A	37	A	----	----	195	B
6	2	124	B	50	A	----	----	140	A
6	3	62	B	63	B	----	----	153	B
6	4	132	B	133	B	----	----	159	B
6	5	134	B	135	B	----	----	184	B
6	6	28	A	29	A	----	----	198	B
7	1	26	A	27	A	107	B	197	B
7	2	15	B	----	----	----	----	----	----
7	3	71	B	----	----	----	----	180	B
7	4	82	A	83	A	----	----	171	A
7	5	128	A	----	----	----	----	142	A
7	6	40	A	41	A	----	----	166	B
8	1	207	A	208	A	----	----	140	B
8	2	209 & 210 & 95	A A A*	25 & 26 ----	B B ----	31 & 32 ----	B B ----	151 & 162	A B
8	3	3	B	----	----	----	----	156	B
8	4	120	A	121	A	----	----	154	A
8	5	119	B	----	----	----	----	137	B
8	6	3	A	4	A	----	----	177	A

* 95 A - this parking unit is to be leased back to the Condominium Corporation for the exclusive use of the building superintendent.

DWELLING UNITS		combined with		PARKING UNITS		combined with		LOCKER UNITS	
Level	Unit	Unit	Level	Unit	Level	Unit	Level	Unit	Level
9	1	9	A	10	A	—	—	143	A
9	2	7	A	8	A	—	—	165	A
9	3	47	A	48	A	—	—	201	A
9	4	123	B	—	—	—	—	—	—
9	5	100	A	—	—	—	—	—	—
9	6	50	B	51	B	—	—	196	B
10	1	11	B	12	B	—	—	158	B
10	2	29	B	30	B	—	—	204	B
10	3	117	B	—	—	—	—	179	B
10	4	121	B	—	—	—	—	141	B
10	5	120	B	—	—	—	—	138	B
10	6	96	B	97	B	105	B	150	B
11	1	5	A	6	A	—	—	192	A
11	2	58	A	57	A	—	—	200	A
11	3	11	A	12	A	—	—	139	A
11	4	68	B	69	B.	—	—	197	A
11	5	122	A	—	—	—	—	—	—
11	6	87	B	101	A	102	A	193	A
12	1	73	B	—	—	—	—	149	E
12	2	35	B	36	B	—	—	206	E
12	3	42	A	24	A	—	—	188	A
12	4	98	A	97	A	—	—	148	[illegible]
12	5	122	B	—	—	—	—	136	
12	6	107	A	108	A	—	—	189 & 212	

DWELLING UNITS		combined with		PARKING UNITS				combined with LOCKER UNITS	
Level	Unit	Unit	Level	Unit	Level	Unit	Level	Unit	Level
13	1	89	B	—	—	—	—	181	B
13	2	59	A	60	A	—	—	132	A
13	3	98	B	—	—	—	—	164	B
13	4	92	B	—	—	—	—	—	—
13	5	65	B	—	—	—	—	165	B
13	6	17	A	18	A	—	—	147	A
14	1	22	A	23	A	—	—	176	A
14	2	2	B	—	—	—	—	210	B
14	3	83	B	84	B	—	—	182	B
14	4	78	A	—	—	—	—	202	A
14	5	64	B	—	—	—	—	—	—
14	6	115	B	116	B	—	—	174	B
15	1	33	A	92	A	—	—	134	A
15	2	56	B	57	B	—	—	148	B
15	3	79	A	—	—	—	—	—	—
15	4	43	B	44	B	—	—	144	B
15	5	16	A	—	—	—	—	178	A
15	6	13	A	14	A	—	—	191	A
16	1	32	A	91	A	—	—	189	B
16	2	14	B	—	—	—	—	146	B
16	3	16	B	1	B	—	—	167	B
16	4	77	A	—	—	—	—	—	—
16	5	15	A	—	—	—	—	145	A
16	6	118	B	—	—	—	—	147	B

DWELLING UNITS		combined with		PARKING UNITS		combined with		LOCKER UNITS	
Level	Unit	Unit	Level	Unit	Level	Unit	Level	Unit	Level
17	1	69	A	70	A	—	—	—	—
17	2	158	A	123	A	—	—	199	A
17	3	114	B	—	—	—	—	139	B
17	4	72	B	—	—	—	—	—	—
17	5	70	B	—	—	—	—	—	—
17	6	125	A	126	A	—	—	138	A
18	1	124	A	160	A	—	—	194	A
18	2	94	A	96	A	—	—	167	A
18	3	7	B	8	B	—	—	151	B
18	4	110	B	111	B	—	—	—	—
18	5	5	B	6	B	—	—	—	—
18	6	66	B	67	B	—	—	—	—
19	1	21	A	—	—	—	—	152	A
19	2	45	B	47	B	—	—	205	B
19	3	85	B	86	B	—	—	163	A
19	4	74	B	75	B	—	—	196	A
19	5	84	A	—	—	—	—	187	A
19	6	51	A	52	A	—	—	152	B
20	1	108	B	109	B	—	—	142	B
20	2	156	A	206	A	—	—	155	A
20	3	30	A	31	A	—	—	133	A
20	4	93	B	—	—	—	—	177	B
20	5	102	B	103	B	—	—	161	B
20	6	85	A	86	A	—	—	190	A

DWELLING UNITS		combined with		PARKING UNITS		combined with		LOCKER UNITS	
Level	Unit	Unit	Level	Unit	Level	Unit	Level	Unit	Level
21	1	88	B	91	B	—	—		
21	2	94	B	95	B	—	—	—	—
21	3	157	A	204	A	—	—	155	B
21	4	181	A	205	A	—	—	149	A
21	5	13	B	—	—	—	—	166	A
21	6	60	B	61	B	—	—	—	—
						—	—	—	—
22	1	90	B	—	—	—	—	—	—
22	2	119	A	—	—	—	—	—	—
22	3	161	A	184	A	—	—	—	—
22	4	39	B	40	B	—	—	185	A
22	5	79	B	80	B	—	—	209	B
22	6	61	A	62	A	—	—	175	B
						—	—	—	—
23	1	49	A	—	—	—	—		
23	2	27	B	28	B	—	—	172	A
23	3	109	A	162	A	—	—	203	B
23	4	127	A	53	A	—	—	198	A
23	5	19	A	20	A	54	A	168	A
23	6	17	B	129	B	—	—	—	—
						—	—	208	B
24	1	113	B	—	—	—	—		
24	2	58	B	59	B	—	—	—	—
24	3	9	B	—	—	—	—	170	A
24	4	37	B	38	B	—	—	137	A
24	5	106	B	—	—	—	—	207	B
24	6	43	A	44	A	—	—	186	A
						—	—	178 & 171	B B

DWELLING UNITS		combined with		PARKING UNITS		combined with		LOCKER UNITS	
Level	Unit	Unit	Level	Unit	Level	Unit	Level	Unit	Level
25	1	129	A	130	A	—	—	174	A
25	2	81	B	82	B	—	—	154	B
25	3	125	B	—	—	—	—	164	A
25	4	93	A	53B	—	—	—	169	A
25	5	18	B	—	—	—	—	160	B
25	6	38	A	39	A	—	—	153	A
26	1	89	A	90	A	—	—	159	A
26	2	99	A	110	A	111	A	195	A
26	3	87	A	88	A	—	—	176 & 211	B B
26	4	112	A	113	A	—	—	183 & 145	B B
26	5	65	A	66	A	—	—	179	A
26	6	116	A	117	A	118	A	213 & 190 & 191 & 170	B B B B

BY-LAW NO. 2

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 570

ENACTED THIS 30th DAY OF March, 1982

Be it enacted as a Special By-law of METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 570 (hereinafter referred to as the "Corporation") as follows:

1. That the Corporation hereby ratify and confirm a mutual easement and cost-sharing agreement dated the 2nd day of October, 1980, and registered in the Land Titles at Toronto as Instrument No. A-886224, for the purposes as set out therein, a copy of which Agreement is attached hereto as Schedule "A" and is hereinafter called the 'Schedule "A" Agreement'.

2. That the Corporation be bound by all the terms and conditions contained in the Schedule "A" Agreement as if it had been an original party thereto.

3. That the Corporation execute the Agreement attached hereto and marked Schedule "B", in favour of York Condominium Corporation No. 531 (hereinafter called the Schedule "B" Agreement'), as confirmation that it shall be bound by the terms and conditions of the Schedule "A" Agreement.

4. That the Schedule "B" Agreement be registered on title to the lands and premises registered in the name of

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the Corporation forthwith upon the execution of same by the Corporation.

The foregoing Special By-law is hereby enacted as By-law No. 2 of Metropolitan Toronto Condominium Corporation No.

DATED at Toronto this 30th day of March , 1982.

METROPOLITAN TORONTO CONDOMINIUM
CORPORATION NO. 570

Per:
FRED ZORZI - PRESIDENT

Per:
PAUL QUATTROCIOCCHI - SECRETARY

SCHEDULE "A"

This Agreement made this 2nd day of October 1980.

BETWEEN:

GRANDBY INVESTMENTS LIMITED, a Corporation
incorporated under the Laws of the Province
Ontario

(hereinafter called "Grandby")
PARTY OF THE FIRST PART

-and-

YORK CONDOMINIUM CORPORATION NO. 531 , a Corporation
created by the registration of a Declaration and
Description on the 30th day of September ,1980,
in the Land Titles Office at Toronto as Instrument
Nos. B-676360 xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

(hereinafter called "Corporation")
PARTY OF THE SECOND PART

-and-

CANADA PERMANENT TRUST COMPANY

(hereinafter called "Canada Permanent")

WHEREAS Grandby is the registered owner of certain lands and premises situate in the Borough of Etobicoke, in the Municipality of Metropolitan Toronto, and registered in the Land Titles Division of Toronto as Parcel 22-7, Section B-19 and more particularly designated as Parts 7 - 13 inclusive on reference plan No. 66R-10110, and upon which lands Grandby intends to build a condominium apartment tower (which lands are hereinafter described as the "phase 2 lands");

AND WHEREAS the Corporation is comprised of owners of units and their appurtenant common interests,and owns the lands designated as Parts 1 - 6 inclusvie on reference plan No. 66R-10110 (which lands are hereinafter referred to as the "phase 1 lands");

AND WHEREAS the parties hereto have agreed to grant all requisite easements and enter into an Agreement for the mutual use, maintenance and cost sharing of the common internal roadway and the underground parking garage servicing both the phase 1 lands and the phase 2 lands;

AND WHEREAS the parties hereto have also agreed to grant all requisite easements and enter into a cost-splitting agreement for the purposes of repairing and maintaining all underground storm and sanitary sewer pipes, hydro lines, electrical conduits and interphone lines which travel across both the phase 1 lands and the phase 2 lands.

AND WHEREAS Canada Permanent has joined in this agreement to postpone and subordinate its mortgage to the easements herein created and transferred.

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NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, and the sum of TEN---(\$10.00)----------------------------DOLLARS of lawful money of Canada, now paid by each party to the other, the receipt and sufficiency of which is by all parties hereby acknowledged, the parties hereto agree with each other as follows:

THE MUTUAL ROADWAY EASEMENT

1. The Corporation hereby grants and transfers to Grandby a right, licence or right in the nature of an easement over and upon the lands designated as Parts 1, 2, 3 and 6 on Reference Plan No. 66R-11576 (hereinafter called the "Grandby roadway easement") for the purposes of vehicular and pedestrian access to and egress from the common internal roadway and underground parking garage situate upon the phase 1 and 2 lands.

2. Grandby hereby grants and transfers to the Corporation a right, licence or right in the nature of an easement over and upon the lands designated as Parts 4 and 5 on Reference Plan No. 66R-11576 (hereinafter called the "Corporation's roadway easement"), for the purposes of vehicular and pedestrian access to and egress from the common internal roadway and underground parking garage situate upon the phase 1 and phase 2 lands.

3. The Corporation shall maintain and keep in good repair the Grandby roadway easement, and Grandby shall contribute such sums of money at such times as may be agreed upon by both Grandby and the Corporation's Board of Directors, for the proper maintenance and repair of the Grandby roadway easement.

4. Grandby shall maintain and keep in good repair the Corporation's roadway easement, and the Corporation shall contribute such sums of money at such times as may be agreed upon by both the Corporation's Board of Directors and Grandby, for the proper maintenance and repair of the Corporation's roadway easement.

THE MUTUAL UTILITIES EASEMENT

5. The Corporation hereby grants and transfers to Grandby and its workmen, servants or agents, a right, licence or right in the nature of an easement in, under and across all of the common elements of the Corporation (hereinafter called the "Grandby utilities easement") for the specific purposes of installing, repairing, maintaining, inspecting, and altering underground storm and sanitary sewer pipes, hydro lines, electrical conduits and interphone lines,together with all appurtenances thereto, as may from time to time be required to provide adequate utility services to the phase 2 lands and specifically to the condominium corporation to be created and registered by Grandby on the phase 2 lands.

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6. Grandby hereby grants and transfers to the Corporation and its workmen, servants or agents, a right, licence or right in the nature of an easement in, under and across those portions of the phase 2 lands that will eventuall constitute and comprise the common elements of the condominium corporation to be created and registered by Grandby (as Declarant) on the phase 2 lands, (hereinafter called the "Corporation's utilities easement"), for the specific purposes of installing, repairing, maintaining, inspecting, and altering underground storm and sanitary sewer pipes, hydro lines, electrical conduits and interphone lines, together with all appurtenances thereto, as may from time to time be required to provide adequate utility services to the phase 1 lands.

7. The parties hereto further agree that:

a. The costs of maintaining and repairing those pipes, wires, cables and conduits which provide utility services only to the phase 1 lands shall be borne by the Corporation alone.

b. The costs of maintaining and repairing those pipes, wires, cables and conduits providing utility services only to the phase 2 lands shall be borne by Grandby alone.

c. The costs of maintaining and repairing those pipes, wires, cables and conduits which provide utility services to both the phase 1 and phase 2 lands shall be shared equally between the Corporation and Grandby, and for this purpose Grandby and the Corporation shall contribute such sums of money at such times as may be agreed upon by Grandby and the Corporation's Board of Directors, for the proper maintenance and repair of such common pipes, wires, cables and conduits.

8. Grandby agrees to forthwith repair and/or replace any pavement, land scaping or other property (both realty and personalty) owned by the Corporation which is damaged or destroyed by Grandby or its workmen, servants or agents in the course of using or enjoying the Grandby road easement or the Grandby utilities easement.

9. The Corporation agrees to forthwith repair and/or replace any pavement, landscaping or other property (both realty and personalty) owned by Grandby which is damaged or destroyed by the Corporation or its workmen, servants or agents in the course of using or enjoying the Corporation's road easement or the Corporation's utilities easement.

10. It is clearly understood and agreed that any reference to the Corporation in this Agreement shall mean the Corporation, its successors and assigns, the unit owners that are members thereof and their respective tenants, and invitees. Any reference to Grandby in this Agreement shall mean Grandby and its successors and assigns, and shall specifically include the condominium corporation to be created by the registration of the phase 2 lands under The Condominium Act of Ontario, together with the unit owners that will be members thereof and their respective tenants and invitees.

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11. Grandby further covenants and agrees that as the Declarant registering the phase 2 lands under The Condominium Act, it shall cause the second condominium corporation to ratify this Agreement and to be bound by all the terms and conditions contained herein as if it had been an original party hereto.

12. All matters that are in dispute between Grandby and the Corporation arising pursuant to or in connection with this Agreement shall be referred to the arbitration of a single arbitrator if Grandby and the Corporation agree upon one; otherwise, to three arbitrators, one to be appointed by each party and the third to be chosen by the first two named before they enter upon the business of arbitration. The award and determination of such arbitrator or arbitrators, or any two of such three arbitrators, shall be binding upon the parties hereto and their respective successors and assigns. If either party fails to appoint an arbitrator within 10 days of the service of notice upon it of the appointment of an arbitrator by the other party, the arbitrator so appointed shall act as sole arbitrator in the reference upon notice by either party to proceed with the arbitration. The two arbitrators so appointed shall, within 15 days of the appointment of the last of such two arbitrators, appoint a third arbitrator and if they fail to agree on such appointment within such period, the third arbitrator shall be appointed by a Judge of the Supreme Court of the Province of Ontario, upon the application of either party. The arbitrators named by each of the parties hereto and the third arbitrator shall be a chartered accountant authorized to practice in the Province of Ontario. The cost of arbitration shall be apportioned between the parties, or against either of them, as the arbitrator(s) may decide.

13. Any notice required or permitted to be given hereunder shall be sufficiently given or delivered by prepaid registered post and addressed to the parties as follows:

The Corporation:	2010 Islington Avenue, Etobicoke
Grandby:	4800 Dufferin Street, Downsview, Ontario

Any parties hereto may designate by written notice pursuant hereto any other address; and in the case of such designation, all such notices shall be sent to the other address. All notices shall be deemed to have been given on the next business date following the date of mailing, or the date upon which such notice is personally delivered, as the case may be

14. The parties hereto agree to forthwith execute all further assurances, easement agreements or other documents as may be necessary or required in order to carry out the true intent of these presents.

15. This agreement is subject to compliance with the provisions of s.29 of The Planning Act, R.S.O. 1970, as amended.

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16. Canada Permanent, being the registered owner of Charge No. A-718466 hereby postpones and subordinates the said charge to the easements herein created and transferred.

[illegible]

17. The headings used in the body of this Agreement form no part thereof but shall be deemed to be inserted for convenience or reference only.

18. This agreement is binding upon the parties hereto and their respective successors and assigns as same are herein defined.

IN WITNESS WHEREOF the parties have hereunto caused to be affixed their corporate seals duly attested by the hands of their respective proper signing officers authorized in that behalf.

GRANDBY INVESTMENTS LIMITED

Per: ________________
Harvey Fruitman - Vice-President

Per: ________________
Richard R. Kennedy - Secretary

YORK CONDOMINIUM CORPORATION NO. 531

Per: ________________
FRED BORZI - President

Per: ________________
WILLIAM SCOTT - Secretary

CANADA PERMANENT TRUST COMPANY

Per: ________________

Per: ________________
G. Galbraith
Manager-Personal Trust

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~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

SCHEDULE "B"

THIS AGREEMENT made in triplicate this 30th day of March, 1982.

B E T W E E N:

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 570 ,

hereinafter referred to as "Metro Toronto Condominium No. 570

- and -

YORK CONDOMINIUM CORPORATION NO. 531,

hereinafter referred to as "York Condominium No. 531"

WHEREAS Grandby Investments Limited (hereinafter referred to as "Grandby") and York Condominium No.531 entered into an Agreement which was registered in the Land Titles Office at Toronto as Instrument No.A-886224 against the lands hereinafter described;

AND WHEREAS said Agreement pertains inter alia to certain lands and premises described as Parcel 22-7, Section B-19 and more particularly designated as Parts 7 to 13 inclusive on Reference Plan No. 66R-10110, which said lands are presently registered in the name of Metropolitan Toronto Condominium No. 570 , the successor in title to Grandby;

AND WHEREAS paragraph ten of said Agreement provides inter alia that "any reference to Grandby in this Agreement shall mean Grandby and its successors and assigns, and shall specifically include the Condominium Corporation to be created by the registration of the Phase II lands under The Condominium Act of Ontario, together with the unit owners that will be members thereof and their respective tenants and invitees";

AND WHEREAS Metro Toronto Condominium No.570 is the Condominium Corporation referred to in the above-noted paragraph ten and has been created by the registration of the Phase II lands under The Condominium Act of Ontario;

AND WHEREAS Metro Toronto Condominium No. 570 has agreed to confirm and consent to all of the terms and conditions of the aforesaid Agreement;

NOW THIS AGREEMENT WITNESSETH that in consideration of the promises, grants, and covenants from York Condominium No.531 contained in the aforesaid Agreement, and in consideration of the sum of TWO ($2.00) DOLLARS of lawful money of Canada paid to Metro Toronto Condominium No. 570 by York Condominium No.531, (the receipt whereof by Metro Toronto Condominium No. 570 is hereby acknowledged), Metro Toronto Condominium No. 570 hereby covenants and agrees as follows:

1. Metro Toronto Condominium No. 570 hereby consents to the grant and transfer of the easements by Grandby in favour of York Condominium No.531 described in paragraphs two and six of the aforesaid Agreement;

2. Metro Toronto Condominium No. 570 hereby covenants and agrees to abide by and fulfill any and all of the agreements and covenants which Grandby made and/or gave to York Condominium No.531 in said Agreement, and further agrees to be bound by all the terms and provisions therein contained as if Metropolitan Toronto Condominium No. 570 had been an original party thereto in the place and stead of Grandby Investments Limited.

IN WITNESS WHEREOF Metropolitan Toronto Condominium No. 570 has hereunto set its hand and seal by its proper officers duly authorized in that regard.

SIGNED, SEALED AND DELIVERED in the presence of	METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 570
	PER: ______________________ FRED ZORZI - President
	PER: ______________________ PAUL QUATTRIOCIOCCHI

GENERAL BY-LAW No. 7

of

METROPOLITAN TORONTO CONDOMINIUM CORPORATION No. 570

y

GENERAL BY-LAW No. 7

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GENERAL BY-LAW

BY-LAW NO. 7
of
Metropolitan Toronto Condominium Corporation No. 570

BE IT ENACTED as a By-law of Metropolitan Toronto Condominium Corporation No. 570 (the "**Corporation**") as follows:

1.00 DEFINITIONS

1.01 Definitions
Any terms stated herein which are defined in the *Condominium Act*, S.O., 1998, c.19 (the "Act") and Ontario Regulations 48/01 and 49/01, and all amendments thereto, shall have ascribed to them the meanings set out therein and in the declaration of the Corporation, and in addition:

(a) "address for service" shall mean the address for service notified to the Corporation by an owner or by a mortgagee and recorded by the Corporation on its record of owners and mortgagees;

(b) "Joint Operations Committee" (also known as the Jointly Owned Facilities Committee) shall mean the committee jointly formed by the Corporation and by York Condominium Corporation No. 531 to operate the lands and facilities jointly owned or operated by them;

(c) "notice" and "notification" shall mean those given in accordance with the Act and Article 25.00 herein;

(d) "owner-occupied unit" means any dwelling unit where the owner has not leased the unit within the 60 days before notice of the meeting as shown by the lease record maintained by the Corporation pursuant to s.83 (3) of the Act;

(e) "dwelling unit" shall mean only a dwelling unit designed and used as a family dwelling;

(f) "YCC 531" shall mean York Condominium Corporation No. 531, the corporation which owns the adjoining lands and with whom the Corporation shares ownership and responsibility for certain lands and facilities.

1.02 Rectification
All provisions stated herein shall automatically be deemed to be amended in accordance with any amendments to the corresponding sections of the Act, Regulations or any applicable common law decision, and the board shall be entitled to authorize the Corporation's solicitor to rectify any of the provisions stated herein in order to properly reflect the revised statutory or common law wording or altered section numbers from time to time, but only to the extent necessary to ensure this General By-Law remains accurate, up-to-date and consistent with the provisions in the Act, Regulations and applicable common law decisions, without the requirement of a vote by owners when any rectification is undertaken only for that limited purpose.

2.00 REPEAL OF PRIOR BY-LAWS

2.01 Repealed and Continuing By-laws

(a) The Corporation hereby repeals the following pre-existing by-laws of the Corporation and hereby substitutes and supplements them with the superseding provisions of this General By-law:

(i) By-law No. 1 (the original general by-law of the Corporation);
(ii) By-law No. 3 (amendment to By-law No. 1);
(iii) By-law No. 4 (declaration amendment);
(iv) By-law No. 5 (revised general by-law amending By-law No. 1);
(v) By-law No. 6 (amendment to By-law No. 5);

(b) The following existing by-law of the Corporation shall continue as a valid and subsisting by-law in good standing in accordance with the provisions set out therein:

(i) By-law No. 2 (re Mutual Easement and Cost-Sharing Agreement)

2.02 Continuing Declaration and Rules
The declaration and rules of the Corporation currently in effect immediately prior to enactment of this By-law are continued as a valid and subsisting declaration and rules of the Corporation in good standing. The declaration and rules shall be enforceable in accordance with their terms and the provisions of the Act.

3.00 SEAL

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

C/S *

3.02 Use of Seal
The board shall be entitled to alter the existing seal and adopt a new seal at any time in its discretion. The secretary shall control the seal, provided that the board may resolve to allow the Corporation's property management company or solicitor to possess and use the seal during the term either of their services are retained by the Corporation, or from time to time. The Corporation's seal shall be affixed to major documents in accordance with the proper execution criteria referred to in this General By-law. The name of the Corporation shall appear in legible characters on the seal.

4.00 YEAR-END

4.01 Fiscal Year-End
The financial year end of the Corporation shall be the 30th day of June in each year or such other date as the board may by resolution determine from time to time.

5.00 RECORDS

5.01 Types of Records
The Corporation shall keep adequate records as required by s. 55 of the Act, including, without restriction:

(a) All financial books, records, reports, audited and unaudited financial statements, budgets, assessments and expenditures of common expenses or special assessments, invoices, cheques, receipts, deposits, banking documents and any other financial documents referred to in the Act, declaration or by-laws of the Corporation for at least its past 6 financial years;

(b) One or more minute books containing the minutes of all meetings of owners, the board or any committee thereof, including all notices, agendas, requisitions, records of attendance, motions, resolutions, a record of any votes tabulated, any proxies or ballots until properly destroyed and any written consents of owners;

(c) A copy of the declaration, description, by-laws, rules, regulations and policies;

(d) All turnover lists, items, records, as-built plans and specifications and other documents mentioned in s. 43 (4) and (5) of the Act;

(e) The disclosure statement, first year budget and all other lists, items, records and documents mentioned in s. 72 of the Act;

(f) Any performance audit report, technical audit report, records pertaining to building deficiencies, damage or repair reports and all other existing evidence relating to any potential legal or insurance claim affecting the Corporation;

(g) A record of all reserve fund studies, updates, Form 15 reserve fund notices, reserve fund summaries, funding plans, statements of differences and investment plans for the reserve fund of the Corporation;

(h) A copy of all agreements, including, without restriction, a management agreement, mutual use agreement, insurance trust agreement, telecommunications agreement, owners' alterations agreements and any other agreements with any other contractor or agent for the provision of facilities, goods or services, any easements, leases, licences, deeds, transfers, mortgages or security agreements entered into by or on behalf of the Corporation and all documents arising in connection therewith;

(i) All plans, specifications, quotes, reports, statements, invoices and documents applicable to any materials or services supplied to the Corporation;

(j) Any report or opinion received from an inspector, administrator, mediator, arbitrator, appraiser, lawyer, auditor, engineer, contractor or agent, and any court order;

(k) The record of names and addresses of owners and mortgagees [s. 47], lease record [s. 83], the names and addresses for service of the directors and officers, property manager and status certificate provider, as well as their respective terms of office;

(l) A copy of all notices sent or received on behalf of the Corporation;

(m) All requests for status or estoppel certificates and a copy of the certificates issued for the past ten financial years;

(n) A unit file for each unit containing any information including, without restriction, the confidential information referred to in Article 5.04 (c) and any other non-confidential information pertaining to the unit, any owner and resident thereof;

(o) A copy of all consents for alterations to units and/or the common elements in accordance with the declaration and Act, including any owner's alterations agreement entered into with any owner.

The Corporation may direct the property manager to keep all or part of such records.

5.02 Financial Records

The Corporation shall keep all financial records for at least six years from the end of the last fiscal period to which they relate, in addition to satisfying the requirements of any taxing authority of Ontario, Canada or any other public authority to which the Corporation is subject. Only the board may authorize destruction of any of the Corporation's records.

5.03 Examination of Records

a) The records of the Corporation shall be maintained on a private and confidential basis and neither copies of such records nor any information contained therein shall be distributed, copied, reproduced or otherwise disseminated to third parties, other than the directors, officers, manager, owners and their professional advisors who have a need to know such information, subject to the provisions of the Act and Article 5.00 herein.

b) Upon receiving a written request and reasonable notice, the Corporation shall permit an owner, a purchaser or a mortgagee of a unit or an agent of one of them duly authorized in writing, to examine the records of the Corporation, except those records described in Article 5.04, at a reasonable time for all purposes reasonably related to the purposes of the Act. Subject to such other arrangements as may be mutually agreed, specified non-confidential records may be reviewed by appointment at the location of the records at any time after five business days' prior written notice given to the Corporation's manager for appointment periods not to exceed two hours each, in a manner which does not disrupt the business operations, availability of staff and facilities and scheduling of the property manager.

5.04 Exception
The right to examine records under Article 5.03 does not apply to:

a) records relating to employees of the Corporation, except for contracts of employment between any of the employees and the Corporation;

b) records relating to actual or pending mediation, arbitration, litigation or insurance investigations involving the Corporation;

c) subject to Article 5.05, records relating to specific units, owners or residents, including, without restriction, an owner or resident's name, address and phone number, the contents of any resident information form, lease or summary of lease, compliance demand, correspondence and documents, any personal, financial, health, safety or security data, documents and any other information pertaining to the unit owner, resident or unit designated by the unit owner or resident, or deemed to be confidential by the board from time to time; or

d) any draft or unapproved reports, contracts, documents, financial statements, budgets or minutes of meetings of owners, directors or a committee thereof, until approved by the board, and the minutes of any *in camera* confidential discussions by the board.

5.05 Unit Files
Article 5.04 (c) does not prevent:

a) an owner, a purchaser or a mortgagee of a unit or an agent of one of them from examining records under Article 5.03 that relate to the unit of the owner, the unit being purchased or the unit that is subject to the mortgage, as the case may be; or

b) an owner of a unit or an agent of the owner from examining records under Article 5.03 that relate to the owner.

5.06 Copies of Records
Each person referred to in Article 5.03, who requests a copy of any records of the Corporation shall execute and deliver to the manager the Corporation's standard form Record Acknowledgment, whereby the person covenants and agrees to comply with the requirements of this Article, prior to delivery of any such records to such person. The Corporation shall, within a reasonable time, provide copies of the records to a person examining them, if the person so requests and pays a reasonable fee to compensate the Corporation for the labour and copying charges, including, without restriction, labour rates for processing a request to inspect or copy records, obtaining, providing and supervising the review, selection and copying of selected records, together with a reasonable overhead allocation, along with the cost of paper, toner and a wear-and-tear component for equipment, all of which costs shall be determined by the board as reasonable costs chargeable from time to time. Use of a copy of any record of the Corporation or any information contained therein for the purpose of contacting the owners or mortgagees of the Corporation to solicit the purchase, sale or leasing of units, to provide advertising or for any other commercial purpose, or to circulate defamatory information or for distribution to any public media is strictly forbidden. Any person who requests a copy of any of the Corporation's records and who uses any information contained therein for any purpose other than for the purposes of the Act or for the benefit of the Corporation shall be subject to a claim for damages which shall be deemed to be suffered by the Corporation, for a minimum liquidated amount of $500.00 which shall be deemed not to constitute a penalty, fine, administrative fee or common expense.

6.00 OWNERS' MEETINGS

6.01 Annual Meetings
The annual meeting of the owners shall be held not later than 6 months after the Corporation's fiscal year end, at such appropriate meeting place within a radius of 5 kilometres from the Corporation's

premises, 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 financial statements required to be read at and laid before the owners at an annual meeting, for the appointment of an auditor, to fix the auditor's remuneration (or to authorize the board to do so), for the election of directors, for voting with respect to decision issues listed on the agenda for the meeting and for the transaction of such other business as may properly be brought before the meeting. The board shall lay before each annual meeting for review by the owners a financial statement of the Corporation, approved by the board, as evidenced by the signature of 2 directors, which financial statements shall be made in accordance with generally accepted accounting principles, together with the report of the auditor to the owners, and such further information respecting the financial position of the Corporation as the Act and by-laws may require. At any annual general meeting, an owner may raise for discussion any matter relevant to the affairs and business of the Corporation.

6.02 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. In the event the Board calls a meeting of owners for information purposes only, where no business is transacted, the usual formalities pertaining to a meeting of owners need not be complied with.

6.03 Requisition Meetings

a) A requisition for a meeting of owners may be made by those owners who at the time the board receives the requisition, own at least 15 per cent of the dwelling units, are listed in the record maintained by the Corporation under s. 47 (2) of the Act and are entitled to vote.

b) The requisition shall be in writing and be signed by the requisitionists, state the nature of the business to be presented at the meeting, and be delivered personally or by registered mail to the president or secretary of the board at the current address disclosed in the Corporation's records, or deposited at the address for service of the Corporation. Requisitionists' signatures shall only be validated to the extent of one owner's signature per unit, with such unit owner's name and unit number legibly printed or written beside such signature, set out on a numbered signature page which contains a brief summary identifying the requisition business which may be disclosed in greater detail on the first page of the requisition.

c) If the nature of the business to be presented at the meeting includes the removal of one or more of the directors, the requisition shall state, for each director who is proposed to be removed, the name of the director, the reasons for the removal and whether the director is a standard director or occupies a position on the board that under s. 51 (6) of the Act is reserved for voting by owners of owner-occupied units. The specific reasons for removal must be clearly detailed in order to provide owners and each director who is proposed to be removed with a clear understanding of the particulars upon which any allegations justifying removal are founded. Generally stated reasons for removal of one or more directors shall not suffice.

d) Pursuant to s. 33 of the Act, a standard director may be removed before the expiration of the director's term of office by a vote of the owners at a meeting duly called for the purpose where the owners of more than 50% of all of the units in the Corporation vote in favour of removal.

e) The owner-occupied director may be removed before the expiration of his/her term of office by a vote of the owners at a meeting duly called for the purpose, where the owners of more than 50% of all of the owner-occupied units in the Corporation vote in favour of removal. No persons other than the owners of owner-occupied units may vote to remove the owner-occupied director from the board. The owners may, at that meeting, elect any person qualified to be a member of the board for the remainder of the term of a director who has been removed.

f) If the requisition is worded to request the requisition business be conducted at the Corporation's next annual general meeting, or if the requisitionists so consent in writing, the board shall add the business to be presented to the agenda of items for the next annual general meeting. Otherwise, the board shall call and hold a meeting of owners within 35 days.

g) If the board does not comply, a requisitionist may call a meeting of owners which shall be held within 45 days of the day on which the meeting is called. Upon request, the Corporation shall reimburse a requisitionist who calls a meeting for the reasonable costs incurred in calling the meeting.

h) In the event the requisition fails to comply with any of the requirements set out in Article 6.03, the requisition shall be rejected by the board and written reasons for the rejection shall be mailed to each of the identifiable requisitionists within 20 days after receipt by the Corporation of the requisition.

6.04 Meeting Notice

a) A notice of a meeting of owners shall be in writing, and shall be given at least 15 clear days before the date of the meeting to each owner who has notified the Corporation in writing of the owner's name and address for service and to each mortgagee of the unit who, under the terms of the mortgage, has the right to vote at a meeting of owners in the place of the unit owner or to consent in writing in place of the unit owner, as long as the mortgagee has notified the Corporation in writing of such right, as well as the mortgagee's name and address for service. The Corporation shall not be obligated to give notice to any owner or mortgagee who has failed to comply with these requirements.

b) The Corporation shall maintain a record of the names and addresses for service that it receives from owners and mortgagees. A person whose name is in the record shall notify the Corporation in writing of all changes in his, her or its address for service. Persons whose names appear in the record 20 days before the date of a meeting of owners shall be deemed to be the only persons to whom the notice is required to be given. The Corporation and all others shall only use the record for the purposes of the Act, and for no other purpose.

c) A notice that is required to be given to an owner or a mortgagee shall be delivered in accordance with Article 25.01 herein.

d) A notice of a meeting of owners shall specify the place, the date and the hour of the meeting, as well as the nature of the business to be presented at the meeting. Such a notice shall be accompanied by an agenda for the meeting listing items of business determined by the board. A copy of any proposed change to the declaration, by-laws, rules or any agreement that is to be discussed at the meeting shall accompany the notice, together with a copy of any requisition (if applicable) and any other documents as determined by the board. The notice for an annual general meeting shall be accompanied by a copy of the financial statements signed by 2 directors on behalf of the board, the auditor's report for the past fiscal year and a copy of the draft minutes of the last meeting of owners.

e) The notice of a meeting to elect one or more directors shall include the name and address of each individual who has notified the board in writing of the individual's intention to be a candidate in the election as of the 4th day before the notice is sent by the Corporation to the owners. With respect to the position on the board reserved for voting by the owners of owner-occupied units, the notice of meeting in a year when such position must be filled shall include a statement that one position on the board is reserved for voting by owners of owner-occupied units, together with a statement indicating the name and address of each person who has notified the Corporation in writing of his or her intention to be a candidate for such position as of the day before the notice is sent by the Corporation to the owners.

f) A certificate by the property management company's staff or any director or officer confirming that notice was duly given in accordance with all requirements shall *prima facie* constitute due notice of the meeting, whether or not such notice was received by any owner or mortgagee of record. An owner or mortgagee who attends a meeting or who is represented by proxy at a meeting shall be deemed to have waived the right to object to a failure to give the required notice, unless the person expressly objects to the failure at the meeting. After hearing any relevant evidence, the chair shall determine whether, on a balance of probabilities, the appropriate notice was given, failing which, the chair shall determine whether the failure to give appropriate notice was or would be likely, on a balance of probabilities, to significantly affect the outcome of any business conducted at the meeting in a manner which would justify termination or adjournment of the meeting.

6.05 Quorum
At any meeting of owners, a quorum for the transaction of business shall be constituted when owners or mortgagees entitled to receive notice and to vote, who own not less than 25 per cent of the units of the Corporation (other than a unit used for parking, storage, services, facilities or mechanical purposes) are present in person or represented by proxy, as confirmed by the registrar of the meeting.

6.06 Adjournment

a) If 30 minutes after the time appointed for the holding of any annual general meeting or business meeting of owners (except a requisition meeting) has elapsed and a quorum is not present, the meeting shall be dissolved and shall stand adjourned to a date and time within 120 days thereafter and at such meeting place as the board shall determine. Notice of the time, date and place of such adjourned meeting shall be given at least 15 clear days prior to the convening of such meeting.

b) In the event that at any annual general meeting or business meeting of owners (other than a requisition meeting) there is an insufficient quorum of owners present in person or by proxy in order to achieve the voting criteria required to approve any business which must be approved by an extraordinary vote, the chair may adjourn that specific portion of the meeting business to be conducted in person or by proxy at an adjourned meeting of owners to be called and held by the board on a selected date thereafter in accordance with all notice and meeting requirements, in which event any executed proxies (which identify the unit number of the proxy grantor) and any ballots (having the unit number written thereon, signed by the owner or mortgagee thereof) which were provided at the original meeting shall be held in safekeeping by the secretary or property manager and shall not be tabulated until the final vote with respect to such adjourned business is held.

6.07 Persons Entitled to be Present
The only persons entitled to attend a meeting of owners shall be the owners and their respective spouses, mortgagees entered on the record, the auditor, directors, officers, security personnel and property manager of the Corporation. If requested by the board or chair of the meeting, the Corporation's solicitor, engineer or any other contractor, agent, employee or designated presenter at the meeting shall be entitled to attend. On the invitation of the chair of the meeting, any other person may be entitled to attend; the chair may exclude from the meeting any unauthorized person. The proceedings and business of the Corporation conducted at a meeting of owners is private and confidential for the benefit of the condominium owners and mortgagees only. Information and reports arising at a meeting of owners shall not be communicated or repeated in any public media or utilized in any manner which may result in devaluation of the units of the Corporation, provided that the board, in its discretion, shall be entitled to provide statements or reports to third parties, any media or the public.

6.08 Registration
The registrar appointed by the board or chair of the meeting shall check off on the register for the meeting the names of all owners and mortgagees entitled to form part of the quorum of any owners' meeting, based upon the record of owners and mortgagees, excluding owners and mortgagees whose contributions payable in respect to the owner's unit have been in arrears for 30 days or more at the time of the meeting. The registrar shall record separately on the register those persons attending the meeting in person and those represented by proxy. At any meeting of owners where one or more of the positions on the board is to be filled by the owners of owner-occupied units, the register for the meeting shall designate the units entitled to vote for that position and a separate coloured ballot shall be issued to the owners of owner-occupied units or their proxies for that purpose. The registrar shall confirm the entitlement of one owner from each unit to vote at the meeting and shall issue one or more voting ballots as may be required for such purposes. The registrar shall receive, validate and record all proxies and shall be entitled to utilize and safeguard all proxies as voting ballots. The registrar shall be responsible for all registration issues, subject to appeal to the chair of the meeting.

6.09 Meeting Chair
The president of the Corporation shall act as chair of all meetings, but in the event the president is unable or unwilling to do so, any vice-president in order of seniority shall chair such meetings, failing which the board shall be entitled to appoint the chair of all meetings of directors and owners. The chair shall act impartially and in the best interests of the Corporation as a whole to ensure the meeting is duly constituted and carries on business on a relevant, orderly and timely basis in

accordance with the agenda and the powers, rights and duties set out in the Act and the Corporation's declaration, by-laws and rules of order.

6.10 Chair's Final Decisions
The chair shall appoint the recording secretary who shall record the minutes of the meeting and the scrutineers who shall act impartially and fairly to collect, tabulate and report to the chair the results of any election vote or such other vote results as may be requested by the chair. The decision of the chair is final and binding with respect to determination of the right of persons to attend a meeting of owners, registration requirements, attainment of quorum, proper notice, whether the meeting is duly constituted, rulings on procedural matters, rules of order, relevancy, timing, the validity of proxies, ballots, votes, scrutineers' reports and the conduct of the meeting, subject to legal requirements of administrative fairness.

6.11 Rules of Order
In the event that any owner, director or the chair of a meeting raises an issue related to the procedural conduct of the meeting which is not otherwise provided for in this by-law or in the Act, then Wainberg's *Society Meetings and Rules of Order* may be referred to, in order to determine the applicable procedure or rule of order. The chair shall rule on any such procedural issue, subject to a right of appeal to the owners exercised by a raised hand vote before commencement of any other business, provided that no appeal to the owners shall be made with respect to any final and binding decision of the chair referred to in the preceding Article.

6.12 Rules of Conduct
Any Meeting Rules of Conduct issued by the Corporation (including those contained in Schedule "A" attached hereto) or required by the chair shall be followed by all participants at the Corporation's meetings of owners. Persons who make any oral or written statements during proxy solicitations, in newsletters or at a requisition meeting shall conduct themselves with decorum and integrity, exercising due diligence to ascertain the accuracy of their statements and avoiding defamation.

6.13 Voting

a) Unless the Act requires an extraordinary vote or the written consent of owners, all questions proposed for the consideration of the owners shall be determined by a majority of the votes cast by owners present in person or by proxy at a meeting of owners duly called and held for that purpose.

b) No vote shall be taken at a meeting of owners on any matter other than routine procedure unless that matter was clearly disclosed in the notice or agenda of the meeting, provided that no vote shall be taken at a meeting designated as an Information Meeting.

c) All voting by owners shall be on the basis of one vote per dwelling unit. At each meeting of owners, any person registered on title as an owner of a unit (other than a unit used for parking, storage, services, facilities or mechanical purposes) shall be entitled to exercise the vote for the unit if such person is entered on the Corporation's register as an owner.

d) An owner is not entitled to vote at any owners' meeting if any contributions payable in respect of the owner's unit have been in arrears for more than 30 days prior to the meeting. The unit owner's right to vote shall be reinstated in the event said unit owner pays all arrears of common expenses at the property management office during business hours up to and including the date of the meeting. During the week prior to the meeting, the Corporation's representatives may refuse to accept payment other than by a proper certified cheque or money order. Payment of arrears otherwise or thereafter shall not entitle an owner to vote at the meeting.

e) If a unit or a mortgage on a unit is owned or held by 2 or more persons, any one of them present or represented by proxy may vote in the absence of the other or others. The majority of owners of a unit may exercise the right to vote in respect of a unit, but the vote shall not be counted if there are 2 or more owners of the unit and they are evenly divided on how to exercise the vote.

f) If the unit has been mortgaged and the right to exercise the owner's vote or provide the owner's written consent has been given to a mortgagee, the owner (or the owner's proxy) may nevertheless represent such unit at any meeting of owners and vote in respect thereof, unless the mortgagee of a unit who is entitled to receive notice of a meeting of owners has provided a copy of the mortgage to the Corporation demonstrating the mortgagee's right to vote in lieu of the owner and has notified the Corporation and the owner of the mortgagee's intention to exercise the owner's right to vote or to provide the owner's written consent at least 4 days before the meeting date specified in the notice of the meeting. In such latter case, the mortgagee or the mortgagee's proxy may exercise such right in place of the owner. A mortgagee who has first priority as a mortgagee may exercise the right in lieu of the owner or any other mortgagee, but if the mortgagee having first priority fails to exercise the right, such mortgagee who is next in priority and wishes to exercise the right may do so in lieu of the owner or any other mortgagee.

g) An estate trustee, committee of a mentally incompetent person, guardian or trustee (and where a corporation acts in such capacity, any person duly appointed as the proxy for such corporation), upon filing with the secretary or registrar sufficient proof of such representative's 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 unless and until the corporation has been notified that such representative's appointment has been revoked. If there is more than one such representative, the provisions of subparagraph (f) of this Article concerning priority shall apply.

h) On a vote to elect or remove a member of the board, all owners entitled to vote may vote for each member of the board subject to the provisions of the Act and Article 7.03 regarding the owner-occupied director.

i) The chair, in the case of a tie, may cast a deciding vote, and shall be entitled to a vote in the normal course as the owner of a unit or as the proxy appointed pursuant to a proxy instrument.

j) Any dispute over issues relating to registration, proxies, the right to vote or any ballot shall be resolved by the chair of the meeting.

6.14 Voting Methods, Ballots and Results

a) At any meeting of owners, any question may be decided by a show of ballots or hands, or by a recorded vote. A declaration by the chair of the meeting that such question has been carried by a show of ballots or hands is *prima facie* proof of the fact without further proof of the number of votes cast in favour of or opposed to such question. Notwithstanding the foregoing, a vote for the election of directors shall be by ballot only. Any person having a right to vote may request that a recorded vote be held on any item scheduled for a vote, either before or promptly after the vote, in which event the chair may call for a vote of owners in favour of or opposed to such request, or may elect to proceed with a recorded vote, either by role call or ballot.

b) When all ballots have been deposited into the ballot box, the scrutineers shall privately tabulate the votes for and against the matter being voted on. The chair shall announce the result of the vote at the meeting after the report of the scrutineers has been finalized and agreed to by the scrutineers, but the chair need not reveal the specific tabulated count of votes in any such matter. No recount of a vote may be called for after ten days after the date of the meeting.

c) Unless there is a vote to destroy ballots at the meeting, ballots shall be retained for at least 90 days after the meeting was held, after which time the ballots and proxies may be destroyed by order of the board unless recount proceedings, legal proceedings or notice thereof has been given to the Corporation which then remain in effect.

6.15 Proxies

a) Every owner or mortgagee entitled to vote at meetings of owners may by instrument in writing appoint a proxy or substitute (neither of whom need to be an owner, mortgagee or

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resident) to attend, act and vote 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.

b) An instrument appointing a proxy may but need not be in a form prescribed by the regulations to the Act. The instrument appointing a proxy shall be in writing signed and dated by the appointor or his attorney authorized in writing and shall be for a particular meeting of owners. The instrument appointing a proxy shall be deposited with the registrar of the meeting before any vote.

c) The proxy instrument may be designated by the registrar of the meeting for use as a voting ballot in lieu of any substitute voting ballot. Proxies shall be held in safekeeping by the registrar until delivered to the scrutineers for tabulation.

d) An instrument appointing a proxy for the election or removal of a director shall state the name of each director to be elected and/or the name of each director to be removed, printed legibly by the hand of the owner granting the proxy instrument, or in the case where a candidate's name is typed into the proxy, the candidate's name must be chosen by the owner's mark, whether in a checkbox or otherwise.

e) Proxies shall not be made irrevocable. The owner signing a proxy shall date the proxy as of the date of the owner's signature; a later date will be deemed fraudulent and invalid. A later-dated proxy shall supersede an earlier proxy. A proxy instrument showing the latest or only date and time of signing shall supersede an earlier proxy or an undated/untimed proxy instrument.

7.00 ELECTION OF DIRECTORS

7.01 Directors' Qualifications

Qualification for election to the board shall be governed by the following:

a) Each director shall be at least 18 years of age;

b) A person who is a property manager or staff member of the Corporation or its property management company or any contractor or agent thereof shall not qualify to become a director of the Corporation, and in the event a director enters into such a role, such director thereupon shall cease to be a director and shall be deemed to have tendered his/her resignation upon written notice given by the board to such person;

c) No person shall be elected director if another resident of such person's unit is at that time a director or officer of the board.

d) No undischarged bankrupt, mentally incompetent person, person convicted of a crime under the *Criminal Code* within the past 6 years, or a person with respect to whom the Corporation's insurer declines to provide errors and omissions insurance or fidelity bonding shall be a director and if a director becomes disqualified for any of those reasons, the person shall thereupon cease to be a director and shall be deemed to have tendered his/her resignation upon written notice given by the board to such person;

e) In the event a certificate of lien has been registered against a unit owned by a director or candidate to become a director and the person does not obtain a discharge of the lien within 90 days after registration of the lien, such person thereupon shall cease to be a director and shall be deemed to have tendered his/her resignation upon receipt of written notice given by the board to such person;

f) In the event a director fails to attend three consecutive directors' meetings or a minimum of 2/3 of all directors' meetings properly called and held during any 12 month period, or if a director becomes involved as a party in any litigation or arbitration in opposition to the Corporation, or in the event it is determined by an order of an arbitrator or court that a director has breached his/her duty of honesty and good faith or has failed to declare a conflict of interest, the remaining directors by a vote of 2/3 thereof shall be entitled to disqualify such person as a director, whereupon such person shall cease to be a director and shall be deemed to have tendered his/her resignation upon receipt of written notice given by the board to such person;

g) A candidate as a director need not be an owner or resident of a unit of the Corporation at the time of election or during the director's term of office, provided that a majority of the directors remaining in office at the time of the candidate's election are resident owners of a unit; and

h) A director who has resigned or whose term has expired is eligible for re-election.

7.02 Election and Term

a) The owners shall elect five directors to the board, in accordance with the Act and the by-laws. All but one of the directors shall be designated as standard directors, and one of the directors shall fill the position of the owner-occupied director.

b) A separate election shall be held for the position of owner-occupied director and only a person who has been nominated for that position shall be entitled to be elected as the owner-occupied director or as a replacement thereof. Election of a qualified director to the board shall be by written ballot.

c) The directors of the Corporation shall be elected in rotation, having terms of three years each falling due on a staggered basis. At each annual general meeting or other meeting of owners to elect directors, a number of directors equal to the number of directors whose term of office has expired or who are being replaced at that time shall be elected.

d) Directors shall continue to act until their successors are elected. The director or directors receiving the greater number of votes shall complete the longest remaining term or terms of office of any retiring or replacement director(s). If the number of candidates nominated is equal to the number of vacant director positions, and if nominations have been properly closed, the chair may declare that the candidates so nominated shall be elected to the office directly by acclamation. Where more than one candidate is elected by acclamation, and the terms of office to be filled are unequal, the directors at their next meeting thereafter shall determine the distribution of terms by lot or by agreement amongst the newly-elected directors.

7.03 Election Procedures

a) Election of directors shall be an agenda item for each Annual General Meeting of owners (an "AGM"). The Corporation shall give a Preliminary Notice to owners not less than thirty (30) days prior to an upcoming AGM, specifying the number of positions to be filled and specifying if one of the positions is to be that of the owner-occupied director, so that persons who wish to be a candidate as a director, or persons who wish to nominate someone as a director, shall have the opportunity to do so. The Preliminary Notice shall contain the nomination form to be used (which shall require the candidate to signify his consent to act) and shall specify the deadline for delivering nomination forms to the Corporation. Persons wishing to stand for election to the Board of Directors, or to nominate another person, may advise the Corporation of their candidacy and consent to act as a director at least four days before the Notice of Meeting is sent out (or, in the case of a candidate for the position of the owner-occupied director, at least one day before the Notice of Meeting is sent out). The names of consenting and qualifying candidates shall be included in the notice of the AGM. If nominations are sufficient in number to fill the open positions, no nominations shall be permitted at the AGM. Should there not be sufficient candidates to fill the open positions as at the date of mailing the notice of meeting, nominations may be made at the AGM and time shall be permitted for the nominees to speak of their qualifications and consent to the nomination.

b) Election shall be by written ballot provided by the registrar. Proxies for the election of directors may be used as a voting ballot with the concurrence of the registrar. The scrutineers shall collect ballots and proxy ballots and shall retire to privately tabulate the election results. The scrutineers shall file an election report with the chair reporting on the number of votes cast for each nominee in person and by proxy. The chair shall advise the meeting of the

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results of the election, indicating the persons elected and their respective terms of office. In the event election of the owner-occupied director is required, only the owners of owner-occupied units shall be entitled to nominate and elect a person to fill the position as the owner-occupied director using separate ballots or proxy forms designating the owner-occupied director position.

7.04 Consent
A person who is elected or appointed a director shall not be a director unless the person consents to act as a director. A person shall be deemed to consent if the person was present at the meeting when elected or appointed and did not refuse to act as a director. If the person was not present at the meeting when elected or appointed, the person may consent to act as a director in writing before the person's election or appointment or within ten days thereafter. The election or appointment of a person as a director contrary to this Article is ineffective.

7.05 Validity of Acts
The acts of a director or officer and of the board are valid despite any defect that may afterwards be discovered in a person's election, appointment or qualifications.

7.06 Removal
A director may be removed before the expiry of the director's term of office pursuant to a valid requisition by a vote of the owners at a requisition meeting in accordance with the criteria referred to in Article 6.03 hereof. A director may also be removed by the directors in accordance with the Act and Article 7.01 herein.

7.07 Filling of Vacancies

a) If a vacancy arises in the board, the remaining directors may exercise all the powers of the board as long as a quorum of the board remains in office.

b) If a vacancy in the board occurs, other than by way of removal by the owners or as a result of the number of directors being increased, the majority of the remaining members of the board may appoint any person qualified to be a member of the board to fill the vacancy until the next annual meeting. If the vacancy pertains to the position of the owner-occupied director, the majority of the remaining members of the board may appoint any owner qualified to be a member of the board to fill the vacancy until the next AGM. At the next AGM, the vacancy shall be filled by election of the owners and the person elected to fill the vacancy shall hold office for the remainder of the term of the director whose position became vacant, provided that if a vacancy applied to the position of the director elected by the owners of occupied units, no persons other than the owners of owner-occupied units may elect a person to fill that position on the board at the next AGM.

c) Where the number of directors is increased, any vacancy resulting from such increase shall only be filled by election at a meeting of the owners duly called for that purpose and any director so elected shall not act until the by-law increasing the number of directors is registered on title under s. 56 (9) of the Act. The Corporation may, by by-law, increase or decrease the number of directors, provided that the board shall consist of at least 3 persons, or such greater number as the by-laws may provide.

d) If a vacancy arises in the board and there are not enough directors remaining in office to constitute a quorum, the remaining directors shall, within 30 days of losing the quorum, call and hold a meeting of owners to fill all vacancies and, in default thereof, or if there are no directors then in office, the meeting may be called by an owner. Upon request, the Corporation shall reimburse the owner for the reasonable costs incurred in calling the meeting.

8.00 DIRECTORS' MEETINGS

8.01 Calling of Board Meetings
Meetings of the board shall be held at such place, at such time and on such day as the president or any vice-president who is a director or any two directors shall determine. In addition, a quorum of directors may, at any time, call a meeting of the board of directors for the transaction of any business.

8.02 Notice of Board Meetings
The person calling a meeting of directors shall give notice of the meeting to every director of the Corporation stating the date, time and place of the meeting and the general nature of the business to be discussed at the meeting. Notice shall be given in accordance with Article 25.01. Notice shall be given not less than 48 hours (excluding any part of a Sunday or 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 any absent director waives notice of or otherwise signifies in writing his/her consent to the holding of such meeting, or if all of the directors are present and waive notice. A director who attends the meeting shall be deemed to have waived the right to object to a failure to give the required notice, unless the director expressly objects to the failure at the meeting. In the event of an emergency, if it is necessary to meet expeditiously to avoid an imminent loss, damage or a significant unforeseen problem, the board may convene a special emergency board meeting upon proper notice given to each director at a date and time less than 48 hours before the time when the meeting is to be held. Notwithstanding the foregoing, the board may, without written notice, hold its first meeting after each election for the purpose of organization and the election and appointment of officers immediately following such meeting of members, provided all directors are present and consent to so doing.

8.03 Regular Meetings
The board may agree on dates for regular meetings of the directors at a place and hour to be named, in which event, no notice of the usual general business of the Corporation need be given to each director. A resolution of the board fixing a place, date and time of regular meetings of the board shall be provided to or acknowledged by each of the then current directors, which shall constitute proper notice of any such regular meeting. No other notice shall be required for any such regular meeting. In the event that any budget or financial statements are to be approved, or if any contract, expense or liability for an amount in excess of one month's common expenses is to be executed or incurred, or if any unusual or controversial business is intended to be conducted at the board meeting, written notice of the nature of that business and any supporting documentation shall first be delivered to each director, failing which any director may require such item of business to be deferred to a subsequent board meeting duly called and held.

8.04 Teleconference
A meeting of the directors may be held by teleconference or another form of communications system that allows the directors to participate concurrently, if all of the directors of the Corporation consent to such means used for holding the meeting. The directors' consent may be evidenced by a unanimous resolution of the board or by the individual written consent of all of the directors, either with respect to a specific occasion or with respect to all board meetings thereafter until revoked by any director.

8.05 Quorum
A quorum of directors for the transaction of business at any meeting of the board shall be a majority of the directors. The board shall not transact any business of the Corporation except at a meeting of directors at which a quorum of the board is present. Notwithstanding vacancies, the remaining directors may exercise all the powers of the board so long as a quorum of the board remains in office and attends a directors' meeting where business is transacted.

9.00 DIRECTORS' DUTIES AND INDEMNITIES

9.01 Directors' Duties
The affairs of the Corporation shall be managed by the board. The board shall have the obligation to perform all of the duties, powers and objects of the Corporation other than those specifically allocated to the owners or others in accordance with the provisions set out in the Act, declaration, by-laws and rules of the Corporation. The board may delegate specified duties and powers to the manager, a director, officer or agent by a duly enacted resolution and pursuant to the provisions of any applicable agreement. The board shall control, manage and administer the common elements, assets and property of the Corporation on behalf of the owners. The board shall take all reasonable steps to ensure that the owners, the occupiers of units, the lessees of the common elements and the agents and employees of the Corporation comply with the Act, declaration, by-laws and rules.

9.02 Standard of Care
Every director and officer shall exercise the powers and discharge the duties of his/her office acting honestly and in good faith, and shall exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. A director shall not be found liable for a breach of duty if the breach arises as a result of the director's relying in good faith upon:

a) financial statements of the Corporation that the auditor in a written report, an officer of the Corporation or the property management company or its employee represents to the director as presenting fairly the financial position of the Corporation in accordance with generally accepted accounting principles; or

b) a report or opinion of a lawyer, public accountant, engineer, appraiser or other person whose profession lends credibility to the report or opinion. Directors shall be entitled to rely upon the report or opinion of the Corporation's property manager, superintendent, security officials and other contractors and agents of the Corporation acting within the scope and limits of their expertise and duties provided they do not render any professional opinion and provided the board exercises due diligence in any case where controversy arises, a major financial decision is made, or if concerns are expressed by any director, in which event the board shall determine whether independent opinions or reports shall be obtained.

9.03 Disclosure By Director

a) A director of a Corporation who has, directly or indirectly, an interest in a contract or transaction to which the Corporation is a party, or a proposed contract or transaction to which the Corporation will be a party, shall disclose in writing to the Corporation the nature and extent of the interest. Such disclosure shall not apply to a contract or transaction or a proposed contract or transaction unless both it and the director's interest in it are material.

b) If the contract or transaction or the proposed contract or transaction involves the purchase or sale of real or personal property by the Corporation that the seller acquired within 5 years before the date of the contract or transaction or the proposed contract or transaction, the director shall disclose the cost of the property to the seller, to the extent to which that information is within the director's knowledge or control.

c) The disclosure required by this Article shall be made at the meeting of the board at which the existing or proposed contract or transaction is first considered; or, if the director is not as of the date of the meeting interested in the proposed or existing contract or transaction, at the next meeting of the directors held after the director becomes so interested; or, if the proposed or existing contract or transaction is one that in the ordinary course of the Corporation's business would not require approval by the directors or owners, at the first meeting of the directors held after the director becomes aware of the proposed or existing contract or transaction.

d) The board shall enter the disclosure required to be made by a director in the minutes of the meeting of the board at which the disclosure was made. In addition, the board shall, prior to voting on any contract or transaction in which a director is interested, obtain at least 2 other independent bids from other contractors to supply or provide the same supplies or services to the Corporation.

e) The director shall not be present during the discussion at a meeting, vote or be counted in the quorum on a vote with respect to such a proposed or existing contract or transaction, unless the director's interest in it is or would be limited solely to directors' and officers' errors and omissions insurance or remuneration as a director, officer or employee of the Corporation.

f) A director who has complied with the requirements of this Article and who was acting honestly and in good faith at the time the contract or transaction was entered into is not, by reason only of holding the office of director, accountable to the Corporation or its owners for any profit or gain realized from the contract or transaction, and the contract or transaction is not voidable by reason only of the director's interest in it. A director who has failed to comply with the requirements set out in this Article shall be accountable to the Corporation for any profit or gain realized thereby and the contract or transaction shall be voidable as a result thereof, in the event the Corporation elects to hold the director or officer accountable and to terminate the contract or transaction by a vote of the majority of the remaining directors.

g) Despite anything in this Article, a director who has acted honestly and in good faith is not accountable to the Corporation or to the owners for any profit or gain realized from the contract or transaction by reason only of holding the office of director. The contract or transaction is not voidable by reason only of the director's interest in it if the contract or transaction is confirmed or approved by at least 2/3 of the votes cast at a meeting of owners duly called for that purpose, if the nature and extent of the director's interest in the contract or transaction are declared and disclosed in reasonable detail in the notice calling the meeting.

9.04 Indemnity of Directors and Officers

a) Subject to each director's and officer's duty to act honestly and in good faith, every director and every officer of the Corporation and the person's heirs, estate trustees and other legal personal representatives shall from time to time be indemnified and saved harmless by the Corporation from and against:

   i) any liability and all costs, charges and expenses that the director or officer sustains or incurs in respect of any action, suit or proceeding that is proposed or commenced against the person for or in respect of the execution of the duties of office; and

   ii) all other costs, charges and expenses that the person sustains or incurs in respect of the affairs of the Corporation.

b) The Corporation shall be given the opportunity and right to join in the defense of any such action, suit or proceeding, and to dispute any such cost, charge or expense referred to in article 9.04 (a) (i) hereof. The Corporation reserves the right to refrain from indemnifying such an officer or director who becomes aware of any such liability, cost, charge or expense but fails to promptly advise the Corporation after the director or officer receives notice thereof or notice of any such action, suit or proceeding, or if the officer or director fails to promptly advise the Corporation of all relevant particulars required to enable the Corporation to protect its interests, in the event the Corporation elects to hold the director or officer accountable and to terminate the contract or transaction by a vote of a majority of the remaining directors.

c) No director or officer of the Corporation shall be indemnified by the Corporation in respect of any liability, costs, charges or expenses that the person sustains or incurs in or about an action, suit or other proceeding as a result of which the person is adjudged to be in breach of the duty to act honestly and in good faith.

9.05 Protection of Directors and Officers

Subject to the provisions of the Act, any other legislation and the foregoing Article, directors and officers of the Corporation are specifically absolved from liability for:

a) any loss, damage, expense or misfortune occasioned by a lack of care, diligence or skill, or an error of judgment or oversight on the director's or officer's part;

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

c) any loss, damage, expense or misfortune which happens to the Corporation through the insufficiency or deficiency of any eligible security or title to any property acquired by order of the board for or on behalf of the Corporation;

d) any loss, damage, expense or misfortune occasioned by the bankruptcy, insolvency, breach of contract, breach of legislation, breach of any fiduciary or agency duty, or any criminal or tortious act by any person with whom any of the monies, eligible securities, bank accounts, instruments or effects of the Corporation shall be deposited or managed; or

e) any other loss, damage, expense or misfortune whatever which shall happen in the execution of the duties of the officer or director's office or in relation thereto;

unless the same shall happen through the director's or officer's own criminal, dishonest or bad faith act or participation.

9.06 Directors and Officer's Insurance
If the insurance is reasonably available, the Corporation shall purchase and maintain insurance for the benefit of its directors and officers against any action, suit or proceeding and all other liabilities, costs, charges and expenses in respect of which the director or officer may be indemnified by the Corporation as set out above, except insurance against a liability, cost, charge or expense of the director or officer incurred as a result of a breach of the duty to act honestly and in good faith.

9.07 No Remuneration
No director, officer, manager or employee of the Corporation shall be paid any remuneration by the Corporation or by any agent or contractor thereof, nor shall any director, officer, manager or employee of the Corporation receive any personal benefit or give to any person or take any personal advantage with respect to any property, funds, advantage or opportunity of the Corporation, unless such director, officer, manager or employee discloses to the board at the first opportunity the nature and extent of such remuneration, benefit or advantage, and unless such director, officer, manager or employee obtains the prior written consent of the board. No director shall receive any remuneration unless the Corporation enacts a by-law fixing the amount of remuneration and the period for which it is to be paid, for a term not exceeding three years. Notwithstanding the foregoing, no such disclosure or by-law shall be required with respect to any reimbursement of reasonable and appropriate expenditures made by any director, officer, manager or employee on behalf of the Corporation pursuant to any paid invoice or receipt or with respect to any reasonable meal expenses incurred during board meetings or while conducting the business of the Corporation or with respect to any seasonal or special party for the directors, employees, agents, contractors, owners or residents of the Corporation, provided that expenses shall be restricted to appropriate occasions and reasonable amounts which are not excessive.

10.00 OFFICERS

10.01 Election of President and Other Officers
The officers of the Corporation shall be selected by the directors at the next board meeting following a meeting of owners where directors were elected, provided that the directors' meeting is properly held, or whenever a vacancy in office occurs. 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.

10.02 Appointed Officers
From time to time the board shall appoint a secretary and may appoint one or more vice-presidents, a treasurer and such other officers as the board may determine, including one or more assistants to any of the officers so appointed. The treasurer shall be a director, and any other appointed officer may, but need not be a member of the board. One person, other than the president, may hold more than one 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.

10.03 Term of Office
Officers shall hold office once elected or appointed for a term of one year, provided that such persons shall continue in office thereafter subject to any elections or appointments by the board and subject to resignation, disability, death, disqualification or removal of an officer by the board at its pleasure at any time. Officers shall adhere to and be governed by the same qualifications as apply to directors. Officers shall have such authority and perform such duties as the board may from time to time determine that are consistent with the declaration and by-laws of the Corporation.

10.04 President
The president shall chair all meetings of the board and meetings of owners, unless the board designates some other person to do so. The president shall, *ex officio* be a member of each committee of the board, except the nominating committee. The president shall be charged with the general supervision of the business and affairs of the Corporation and shall report to the board for instructions. In the absence of a resolution of the board specifying another officer, the president shall deal directly with the property manager and corporate solicitor in all areas of concern. The president

shall exercise one vote (only) at all meetings of the board in his/her capacity as a director. The president shall not have any additional tie-breaking vote when acting as chair of a meeting of the board.

10.05 Vice-President
During the absence of the president, the president's powers and duties may be performed and exercised by the vice-president, if any, or if there are more than one, by the vice-presidents in order of seniority (as determined by the board), save that no vice-president shall preside at a meeting of the board or at a meeting of owners who 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 with reference thereto. A vice-president shall also perform such duties and exercise such powers as the board may prescribe from time to time.

10.06 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. The secretary shall attend all meetings of the directors and of the owners and shall enter or cause to be entered in books kept for that purpose, minutes of all proceedings at such meetings. The secretary shall be the custodian of all books, papers, records, documents and other instruments belonging to the Corporation and of its corporate seal. The secretary shall cause the by-laws to be registered and shall ensure that notice of the by-laws, rules and regulations are sent to all owners and mortgagees of record. The secretary shall sign all certificates as may be requisite, provided that documents shall be executed in accordance with the provisions applicable to execution of agreements as referred to in Article 14.00 of this by-law. The secretary shall perform such other duties as may, from time to time, be prescribed by the board. The board may delegate any of the secretary's duties from time to time to the property manager or any other designated person pursuant to revocable written instructions, subject to the supervision and control of the secretary.

10.07 Treasurer
The treasurer shall be a director. 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. Under the direction of the board, the treasurer shall control the deposit of money, the safekeeping of securities and accounts, and the disbursement of the Corporation's funds. The treasurer shall prepare the annual budget in consultation with the property manager and the board, and shall review and comment upon all financial systems of the Corporation, its internal financial statements and the annual audited financial statements and auditor's report. The treasurer shall generally supervise and review all financial functions of the Corporation. The treasurer shall render to the board, whenever required, an account of all the Corporation's financial transactions and its financial position. The treasurer 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. The board may delegate any of the treasurer's duties from time to time to the property manager or any other designated person pursuant to revocable written instructions, subject to the supervision and control of the treasurer.

10.08 Property Manager
A qualified property manager shall be appointed by the board of directors from time to time. The property manager shall be responsible for the general management and direction of the Corporation's business affairs, subject to the overriding authority of the board and supervision by the president. The duties, services, remuneration and any contractual provisions applicable to the property manager shall be specified in writing as determined from time to time by the board. The property manager shall diligently and efficiently carry out the specified services in accordance with the terms of a property management agreement approved by the board. The services rendered by the property manager shall be exclusive of the services rendered by the directors.

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

10.10 Committees
In order to assist the board in managing the affairs of the Corporation, the board may from time to time constitute one or more advisory committees to advise and make recommendations to the board

in connection with the financial, budgeting, management, recreational or communication activities, nominations, by-laws and rules or any other matter or activities related to the common elements, assets or affairs of the Corporation. The members of any committees shall be appointed by the board to hold office and may be removed at any time by resolution of the board. The board shall not be obligated to accept and adopt any recommendations put forward by any such committee, but shall give due consideration to all such recommendations. If the board consists of more than six directors, the directors may annually elect from among their number a committee to be known as the audit committee in accordance with the criteria set out in s. 68 of the Act.

10.11 Agents and Attorneys
The board shall have the authority from time to time to appoint in writing any agent, contractor, property manager or attorney for the Corporation with such specified powers of management or otherwise (including the power to sub-delegate) in accordance with such contractual provisions as the board may deem appropriate.

10.12 Disclosure by Officer
An officer of the Corporation who is not a director and who has, directly or indirectly, an interest in a contract or transaction to which the Corporation is a party, or a proposed contract or transaction to which the Corporation will be a party, shall disclose in writing to the Corporation the nature and extent of the interest. Such an officer shall make disclosure at the first meeting of the board held after the officer becomes aware of the contract or transaction or the proposed contract or transaction. Such disclosure shall not apply to a contract or transaction or a proposed contract or transaction unless both it and the officer's interest in it are material. The provisions of Article 9.03 (b), (d), (e), (f) and (g) (with amendments to wording where applicable), shall apply also to such an officer.

10.13 Nominating Committee
The board may appoint in any year a Nominating Committee consisting of persons who are not candidates for election in that year, who shall request nominations of directors and may propose such names of qualified candidates as directors as the Nominating Committee deems appropriate, provided that such nominations shall not preclude the nomination by any owner of a qualified person to be nominated as a director in accordance with the election criteria and procedures set out in Articles 7.01, 7.02, 7.03 and 7.04.

11.00 CORPORATION'S DUTIES AND POWERS

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

a) the operation, care, upkeep, maintenance, replacement and repair after damage or failure of the common elements and assets of the Corporation and, to the extent required by the Act and in the declaration and any reasonable and consistent requirements as may be set out in any standard unit by-law of the Corporation, the repair after damage or failure of the units and their pre-registration improvements;

b) the employment, supervision and dismissal of all personnel, employees, contractors, service companies and materials suppliers and agents who enter upon or provide services or materials to the Corporation for the purpose of supplying, installing, maintaining, repairing and operating the materials, facilities, equipment, systems, services, common elements, assets and units of the Corporation;

c) establishing and maintaining one or more adequate reserve funds for the major repair or replacement of the common elements and assets of the Corporation and assessing owners for their appropriate contributions thereto in accordance with a comprehensive reserve fund study when required, updates thereto, the funding plan, a Form 15 notice of reserve fund summary and the investment plan in accordance with the Act;

d) the arranging for the supply of, and collection of charges related to, any required electricity, gas, water, and any other utilities, services and expenditures which form part of the common expenses of the Corporation except where prevented from carrying out such duty by reason of any event beyond the reasonable control of the Corporation. If any facility, equipment, system, amenity, asset or service used in effecting the supply of heat, hydro, water or any other service of the Corporation at any time becomes incapable of fulfilling its function, or is damaged or destroyed, or if the Corporation is not capable of providing the service, the Corporation shall have reasonable time within which to repair or replace such facility, equipment, system, amenity, asset or service and the Corporation shall not be liable for any direct, indirect or consequential damage, loss, personal discomfort, illness, accident or death by reason of the breach of such duty;

e) the preparation of an estimated budget, the collection of owner's contributions toward common expenses (including special assessments) in accordance with their proportionate shares and, if necessary, the giving of a Notice of Lien to Owner, registration of a Certificate of Lien on title to the unit of a defaulting owner and sale of the unit pursuant to a Notice of Power of Sale in accordance with the requirements of the Act, to ensure each owner contributes the owner's proportionate share of the common expenses on a timely basis, and in pursuance thereof, the Corporation's property manager and lawyer are hereby authorized and directed to proceed expeditiously to collect any arrears of common expenses and to execute and register such documents as may be necessary to do so;

f) the preparation and maintenance of the records to be kept by the Corporation in accordance with the Act and this by-law;

g) the preparation of Status Certificates as required by the Act and in pursuance thereof, the Corporation's property manager is hereby authorized and directed to update, execute and issue Status Certificates from time to time;

h) the causing of audits to be made after every year-end and making financial statements and any pertinent information available to the auditor, board, owners and mortgagees in accordance with the Act and the by-laws;

i) the development of an investment plan, based on the anticipated cash requirements of the reserve fund, as set out in the most recent reserve fund study and the investment of reserve monies in eligible securities in accordance with s. 115 of the Act;

j) commencing, responding to, settling, adjusting or referring to mediation, arbitration or litigation, any claim or claims which may be made against or which may be asserted by the Corporation, subject to notice given to owners when required by s. 23 of the Act;

k) if the insurance is reasonably available, the purchase and maintenance of insurance against any liability and all costs, charges and expenses that a director or officer may sustain or incur as permitted by the Act;

l) obtaining and maintaining insurance for damage to the common elements, units and those pre-registration improvements to units as described in the declaration or a standard unit by-law, insurance against its liability resulting from a breach of duty as occupier of the common elements or land that the Corporation holds as an asset, insurance against liability arising from the ownership, use or operation by or on its behalf of boilers, machinery, pressure vessels and motor vehicles as may be required by the Act, declaration or by-laws, together with any required insurance appraisal of the full replacement cost of the common elements and assets of the Corporation, the units and any pre-registration improvements made to units for which the Corporation is responsible;

m) the entering into of an insurance trust agreement, if thought advisable by the board, to ensure the disposition of monies in the event of an insurable loss in accordance with the declaration;

n) the consistent, timely and non-discriminatory enforcement of the provisions of the Act, declaration, by-laws and rules of the Corporation;

o) the calling and holding of meetings and the delivery of notices, agendas and other documents as required;

p) ensuring that the Corporation complies with any pre-existing or future agreement entered into or on behalf of the Corporation including without limitation, any site plan agreement, or any mutual use agreement, joint by-law or joint rule.

q) subject to any amendment to the Corporation's declaration as may be required, the Corporation shall be entitled to specify Individual Consumption Expenses applicable to any energy savings program, provision of television or other communication services on an individual billing basis, or any other services which may be provided to the owners or their units measured or billed on an individual consumption and user-pay basis. In the event the board determines by resolution that any such expense shall constitute an Individual Consumption Expense, it shall be a duty of the Corporation to charge the users of any such service for the Individual Consumption Expenses incurred by such user. Any such Individual Consumption Expense shall constitute a common expense of the Corporation and shall be payable by each owner of a unit based upon the consumption of such Individual Consumption Service at the unit, in lieu of the unit owner's proportionate share of the common expenses as set out in the Corporation's declaration, as would otherwise be applicable to such Individual Consumption Service. Any such Individual Consumption Expense shall be billed, collected and enforced as a common expense, after notice given to the resident consumer and unit owner. Any applicable individual consumption expenses may be collected by the Corporation by registration of a lien against the applicable unit or otherwise, in accordance with the requirements of s. 84 - 87 of the Act; and

r) An owner's obligation to maintain an exclusive use balcony as referred to in the Corporation's declaration shall mean that the owner has a duty to maintain, clean, wash, tidy and protect the surfaces of the balcony floor, partition walls and railings at the owner's expense to a high quality standard at all times, but only the Corporation shall undertake the painting of such surfaces and all other maintenance and repairs to the concrete and steel balcony structure, partition walls, railings and other balcony components as a common expense of the Corporation.

11.02 Powers

The Corporation shall have all the powers necessary to carry out all of its duties and obligations. Such powers shall include, but shall not be limited to the following:

a) the hiring or entering into of an agreement with any one or more persons or corporations with respect to the services or products of a provider of property management, maintenance, telecommunications, insurance, security, landscaping, superintendent, cleaning, administrative, audit, legal, engineering and all other services as may be required by the Corporation, subject to such compensation, provisions and term as the board may authorize;

b) the selling, conveying, exchanging, assigning or otherwise dealing with any real property or personal property at any time owned by the Corporation, at any price, on such terms, and in such manner as the board may in its sole discretion deem advisable, subject to compliance with s. 97 and 124 of the Act, and any consent to severance with respect to real estate as may be required by the applicable approval authority;

c) the obtaining and maintaining of fidelity bonds, where appropriate, for any person dealing with the Corporation's monies and in such amounts as the board may deem reasonable;

d) the right, but not the obligation to lease or grant a licence, easement or access rights in favour of any telecommunications or utility provider which provides services to the owners and residents of the units, with respect to any part of the common elements and assets of the Corporation (except such common elements over which an owner has the exclusive use), for such consideration, during such term and upon such provisions and conditions as the board may determine to be in the best interests of the owners from time to time;

e) the right, but not the obligation to enter into a bulk telecommunications agreement with a telecommunications provider for telecommunication services to the owners and residents of units, for such consideration, during such term and upon such provisions and conditions as the board may determine to be in the best interests of the owners from time to time, in which event the Corporation shall have a duty to pay the bulk telecommunications fee and any related expense which it contracts to incur, which amounts shall constitute a common expense of the Corporation;

f) the right, but not the obligation to enter into a lease or licence of any superintendent's suite (but only to a superintendent), guest suite (but only to a guest of a resident of a unit of the Corporation on a short term, non-commercial basis), a party room (but only to a resident, the board or a committee thereof for a period not exceeding 48 hours), a storage locker or parking space (subject to priority given to owners, residents and the superintendent), or a laundry room (but only to a provider of laundry facilities) for such rents, fees and deposits and upon such provisions and conditions pursuant to any form of agreement, lease or licence and subject to such regulations as the board may establish from time to time and for such limited term as the board may deem reasonable and in the best interests of the owners;

g) the retaining and holding of any securities or other property received by the Corporation, other than as a result of an investment decision by the Corporation, whether or not any such security or other property is real or personal property, or an eligible security, and whether or not the same is authorized by any law, present or future, provided that upon disposition of any such security (but not necessarily other assets) the proceeds thereof shall be held in the form of an eligible security or as a contribution to the operating account or reserve fund account of the Corporation.

12.00 BANKING

12.01 General

Each of the Corporation's accounts shall be located in Ontario at an authorized banking institution consisting of a bank listed under Schedule I or II to the *Bank Act (Canada)*, a trust corporation, a loan corporation, a credit union authorized by law to receive money on deposit, or a Province of Ontario Savings Office. All banking business of the Corporation shall be transacted with such authorized banking institution as the board may designate or appoint from time to time by resolution, and all such banking business shall be transacted on the Corporation's behalf by such two officers or such other persons as the board may designate, direct or authorize from time to time by resolution to the extent therein provided. Such banking business shall include, without restriction, 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.

12.02 Corporation's Funds

A person who receives money on behalf of or for the benefit of the Corporation, including money received from owners as contributions to the common expenses or the reserve fund, interest and other proceeds earned from investing it, shall hold the money in trust for the performance by the Corporation of its duties and obligations. The person shall keep records relating to the receipt and disposition of all such money and shall, upon reasonable notice and at all reasonable times, make the records available for examination by the Corporation, an owner or a mortgagee. The person shall pay such money to the Corporation or as it directs forthwith upon demand.

12.03 Corporation's Accounts

a) The Corporation shall maintain one or more accounts in its name designated as general accounts and one or more accounts in its name designated as reserve fund accounts at an authorized banking institution. No person shall operate an account on behalf of the Corporation under a name other than the sole name of the Corporation. No person operating an account on behalf of the Corporation shall deduct or pay out of such account any amount after receiving written notice from the board to refrain from doing so, other than a specifically authorized amount.

b) Subject to the board's right to invest all or any part of the Corporation's money in the Corporation's general account(s) or reserve fund account(s) in eligible securities in accordance with the restrictions set out in s. 115 of the Act, a person who receives money on behalf of or for the benefit of the Corporation shall pay the money, together with interest and other proceeds earned from investing it, into a general account of the Corporation, provided that any money received as contributions from owners to the reserve fund shall be deposited into the Corporation's reserve fund account.

12.04 Investments
The board may invest all or any part of the Corporation's money in the Corporation's general account(s) or reserve fund account(s) only in an "eligible security" as defined in s. 115 (5) of the Act, subject to the investment criteria referred to therein, and in accordance with the investment plan developed by the board based on the anticipated cash requirements of the reserve fund as set out in the most recent reserve fund study.

13.00 BORROWING

13.01 Borrowing Criteria and By-law
The Corporation shall be entitled to borrow such amounts as in the board's discretion are deemed necessary or desirable in order to carry out the objects and duties of the Corporation in accordance with the Act, declaration and by-laws of the Corporation, to a maximum sum equivalent to 1/12 of the annual estimated budget for the current fiscal year of the Corporation for any one occurrence, upon the credit of the Corporation and subject to such security to be given by the Corporation (including accounts receivable arising out of any existing or future common expense assessments or a special assessment, but excluding security over the reserve fund or any eligible investments in respect thereof) as may be approved by the board; provided however, the Corporation shall not borrow money for expenditures not listed in the budget for the current fiscal year unless it has passed a separate by-law specifically authorizing such borrowing pursuant to a vote of the owners at a meeting duly called and held for that purpose. Subject to compliance with the provisions set out in this Article, the board is hereby fully empowered, authorized and directed on behalf of the Corporation to execute the standard form of borrowing by-law required by any financial institution, subject to such financing agreements, security documentation, terms, provisions, interest rates and security as may be approved by a resolution of the board from time to time.

14.00 EXECUTION OF AGREEMENTS

14.01 Execution of Instruments

a) By-laws, rules, certificates, statutory forms, deeds, transfers, assignments, leases, licences, easements, mortgages, security agreements and any other agreement, or obligation of the Corporation shall be signed when duly authorized to do so, by the president and secretary of the Corporation or by any two directors who may, but need not be, officers of the Corporation, or as the board may from time to time by resolution prescribe.

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 document or obligation of the Corporation may or shall be signed, whereupon any such person shall be deemed to be an authorized signing officer of the Corporation and shall be entitled to bind the Corporation.

c) Any duly authorized person executing a document intended to bind the Corporation shall date the document as of the date of signing it, shall state the full legal name of the Corporation, shall sign the document by using the person's usual signature, indicating the person's office as a director, officer, property manager or authorized signing officer and shall bind the Corporation either by affixing the Corporation's seal, or by using the words, "I have authority to bind the Corporation."

d) Any contract or obligation within the scope of any management agreement entered into by the Corporation may be executed by the property manager on behalf of the Corporation in accordance with the provisions set out in such management agreement.

e) Any member of the board, designated officer or the property manager may execute a status certificate and cause the corporate seal to be affixed thereon provided the property manager or treasurer has examined the records and confirmed that the particulars set out in the status certificate are accurate.

f) Any two members of the board, the property manager or a lawyer appointed by the board may execute and issue a Notice of Lien to Owner, a Certificate of Lien, a Discharge of Lien or Notice of Power of Sale, together with any other applicable letters, documents or further assurances arising in connection therewith.

15.00 ASSESSMENT AND COLLECTION OF COMMON EXPENSES

15.01 Assessment of Common Expenses

a) All expenses, charges and costs of maintenance, repair or replacement of the common elements and 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 (subject to individual billing on a consumption basis as may be permitted by s. 22 of the Act or by Article 11.01 (q) hereof as an Individual Consumption Expense, which may be billed, collected and enforced as a common expense payable by an individual consumer on a user-basis).

b) The board shall from time to time and at least annually prepare a budget for the affairs of the Corporation and determine by estimate the amount of common expenses for the next ensuing fiscal year or remainder of the current fiscal year as the case may be. The board should allocate and assess such common expenses as set out in the budget for such period among the owners, according to the proportions in which they are required to contribute to the common expenses as set forth in the declaration (subject to individual billing on a consumption basis as may be permitted by s. 22 of the Act or by Article 11.01 (q) hereof as an Individual Consumption Expense, which may be billed, collected and enforced as a common expense payable by an individual consumer on a user-basis).

15.02 Reserve Fund and Reserve Fund Study

a) The board shall make provision for a reserve fund in the Corporation's annual budget. The Corporation shall establish and maintain one or more such reserve funds which shall be used solely for the purpose of major repair and replacement of the common elements and assets of the Corporation. The board shall collect from the owners as part of their contribution toward the common expenses, amounts that the board determines are reasonably expected to provide sufficient funds for the major repair and replacement of the common elements and assets of the Corporation, calculated on the basis of the expected repair and replacement costs and the life expectancy of the common elements and assets of the Corporation. Interest and other income earned from the investment of money in the reserve fund shall form part of the reserve fund.

b) The Corporation shall conduct a comprehensive reserve fund study on or before May 5, 2004 and on-site and off-site updates each three years thereafter to determine whether the amount of money in the reserve fund and the amount of contributions collected by the Corporation are expected to be adequate, in accordance with s. 94 of the Act, the board's funding plan and the requirements of O.Reg. 48/01, s. 27 - 33 and Form 15 thereof. The board shall ensure the reserve fund is fully funded and topped-up no later than ten years after delivery to the board of the comprehensive reserve fund study so that the Corporation's reserve fund contributions can be expected to be equalized by regular annual or monthly contributions thereafter, adjusted for inflation. The reserve funds shall constitute an asset of the Corporation and shall not be distributed to the mortgagees of the units or, except on termination of the Corporation, to the owners of the units. The board shall not require the consent of the owners to make an expenditure out of a reserve fund.

15.03 Additional Expenditures and Assessments

Any expenditures not contemplated in the budget or 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 a notice of such further assessment on all owners, which notice shall include a written statement setting out the reasons for the additional assessment. Additional assessments shall be payable by each owner within thirty 30 days after the delivery thereof to such owner, unless a further period of time has been determined by the board and set out in such notice.

15.04 Delivery of Assessments
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 upon which such common expenses are based to all owners and mortgagees entered on the Corporation's record.

15.05 Owners' Obligations to Pay Assessments

a) Each owner shall be obliged to pay to the Corporation the full amount of such annual assessment within 30 days after the delivery or mailing of the notice of the annual assessment to the owner, provided that, while not in default, each owner may pay to the Corporation or as it may direct the amount of such assessment in equal monthly payments on the first day of each and every month next following notice of such assessment, by way of 12 postdated cheques, or by execution of a pre-authorized payment plan whereby the Corporation shall be entitled to debit the bank account of the owner each month to collect 1/12 of the annual assessment, until such time as a new assessment has been provided to such owner.

b) The acceptance by the board of post-dated cheques or a pre-authorized payment plan does not constitute a waiver of the owner's obligation to pay his/her proportionate share of the annual assessment as hereinbefore provided. Where the owner fails to provide post-dated cheques or fails to ensure that the Corporation is able to make automatic monthly deductions from the owner's bank account or where the owner terminates the pre-authorized payment plan or cancels any post-dated cheques or where there are insufficient funds in the account to cover the automatic deduction or any post-dated cheque, the board shall be entitled to deliver written notice to the owner requiring the then unpaid balance of the owner's assessment for the year to become immediately due and payable together with interest thereon calculated in accordance with Article 15.06 (e) until paid. 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 interested owners.

c) In addition to the foregoing, any loss, costs or damages, including reasonable legal costs on a full solicitor and client basis incurred by the Corporation by reason of an owner's default or pursuant to a section of the Act which authorizes the Corporation to add an amount to the common expenses payable for the owner's unit, shall be borne and/or paid for by such owner, and may be recovered by the Corporation against such owner in the same manner as common expenses.

15.06 Default in Payment of Assessment and Lien Notice
The following procedures shall be taken for the collection of common expense payments in arrears:

a) An owner is not exempt from the obligation to contribute to the common expenses, even if the owner has waived or abandoned the right to use the common elements or part of them; or if the owner is making a claim against the Corporation; or if the declaration, by-laws or rules restrict the owner from using the common elements or part of them;

b) Common expense assessments fall due on the first day of each month. In addition to any remedies or liens provided by the Act, if any owner is in default of payment of a common expense assessment levied against him for a period of fifteen (15) days, then the board may bring legal action for and on behalf of the Corporation to enforce collection thereof, and there shall be added to any amount found due, all costs of such action, including costs as between solicitor and his own client on a full indemnity basis.

c) If an owner defaults in the obligation to contribute to the common expenses or otherwise is in default of payment of any amount required to be paid to the Corporation pursuant to the

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Act, the Corporation's declaration, by-laws or rules, the Corporation has a lien against the owner's unit and its appurtenant common interest for the unpaid amount, together with all interest owing and all reasonable legal costs and legal expenses incurred by the Corporation in connection with the collection or attempted collection of the unpaid amount. At least ten days before the day a certificate of lien is registered against the unit of an owner who has defaulted in payment of common expenses under any of the circumstances deemed to be applicable by the Act, the Corporation shall give written notice of the lien to the owner in accordance with O.Reg. 48/01 Form 14 by personal service or by sending it by pre-paid mail, addressed to the owner at his address for service. Within the ten day period, the owner shall pay the unpaid amount, together with all interest owing by certified cheque addressed to the Corporation and shall pay a separate certified cheque addressed to the person issuing the Form 14 for the amount of all reasonable legal costs and expenses, both of which cheques shall be forwarded to the person issuing the Form 14 notice of lien to owners.

d) If such default is not remedied by the owner within ten days after such notice has been sent to the owner, the Corporation may, without being required to give any other notice to the owner, institute lien proceedings by registering a Certificate of Lien against the owner's unit. Upon notice given by registered mail to any mortgagees or encumbrancers of the unit at their last known address on or before the day a notice of lien is registered, the Corporation's lien shall have priority over such registered and unregistered mortgages or encumbrances (other than those specifically exempted by the Act), whether arising before or after the lien arose, subject to the requirements set out in s. 85 - 87 of the Act. The owner or mortgagee shall pay the unpaid amount, together with all interest owing by certified cheque addressed to the Corporation and shall pay a separate certified cheque addressed to the lawyer who registered the Certificate of Lien on title for the amount of all reasonable legal costs and expenses, both of which certified cheques shall be forwarded to the said lawyer. In the event the owner or mortgagee fails to promptly pay all applicable amounts, the Corporation will proceed to enforce collection of all outstanding amounts, whether pursuant to a Notice of Power of Sale for the unit, the attornment of rents payable by any tenant of the unit or otherwise.

e) Arrears of payment required to be made under the provisions of this Article shall bear interest at the rate of 18 per cent per annum or such lesser rate as may be determined by the board of directors in its sole discretion by resolution from time to time. The said interest rate shall be applicable from the date the owner has fallen into arrears 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 owing and all reasonable legal costs and reasonable expenses including, without restriction, legal or administrative fees with respect to the Notice of Lien to Owner, late payment or insufficient funds processing fees incurred by the Corporation in connection with the collection or attempted collection of the unpaid amounts. Interest shall be charged upon the aggregate total amount monthly and shall be compounded monthly until paid. The board may, from time to time, establish a reasonable administration fee as a late payment charge and a reasonable administration fee for processing any returned cheques.

f) The Corporation shall not be required to accept any partial payment, any payment other than by certified cheque or money order or any regular payment on account of common expenses, until all unpaid amounts, together with interest owing and all reasonable legal costs and reasonable expenses incurred by the Corporation together with interest thereon have been paid in full. Once the Corporation has referred collection of any outstanding amounts to the Corporation's lawyer, the owner and mortgagee of the unit shall make all further payments to the Corporation's lawyer;

g) Any payment tendered to the Corporation by or on behalf of an owner who is in default of payment of any common expense or extraordinary expenditure shall, unless the Corporation elects to allocate payment in any other manner, be applied firstly toward interest, secondly to late payment charges, thirdly to costs, legal fees, expenses and disbursements incurred by the Corporation and fourthly to the most aged of arrears of common expenses or extraordinary expenditures as may be owing to the Corporation by the unit owner, but nothing in this provision shall preclude the Corporation's rights under this Article 15.06 to enforce payment of any outstanding common expense contributions or extraordinary expenditures at any time.

16.00 DEFAULT AND LIABILITY FOR COSTS

16.01 Liability for Costs

a) The owner of a unit is responsible to pay to the Corporation any cost incurred by the Corporation to repair damage to the common elements or assets of the Corporation or any installation with respect thereto, or to any unit, improvements thereto or contents thereof that may have been caused by the owner, a tenant or resident of the owner's unit, or any of their visitors or guests, in accordance with the indemnity provision contained in Section 33 (a) of the Corporation's declaration, the maintenance and repair obligations contained in Sections 27 and 28 thereof and the insurance provisions contained in Sections 29, 30, 31, 32 and 34 thereof, as well as the provisions contained in the Act or a standard unit by-law of the Corporation as may then be in effect and subject to the owner's insurance deductible responsibility as referred to in Article 17.01 hereof.

b) In any case where the board has agreed that the owner may make an addition, alteration or improvement to the common elements or a structural change to a unit which requires the board's prior written consent pursuant to the Act or the Corporation's declaration or a by-law, the owner shall enter into an Owner's Alterations Agreement in accordance with s. 98 of the Act. It shall be the owner's responsibility to pay for the cost to add to, alter, improve, maintain, replace, repair after damage, insure and remove the permitted alteration and the applicable portion of the affected unit, common elements or an asset of the Corporation or any installation with respect thereto. If the board grants permission to do so, the board shall be entitled to approve the selection of the contractor, the method and scope of repair, choice of materials, standards of construction, timing of repair, responsibilities for the cost of repair after damage, maintenance, insurance and such other requirements as the board may establish in its sole discretion.

c) Where an owner wishes to make an addition, alteration or improvement to the common elements or an asset of the Corporation that is not contrary to the Act or the declaration, the board may pass a resolution approving an owner's alterations agreement establishing all required terms and conditions, which agreement shall be executed by the Corporation and the owner and shall be registered on title against the owner's unit in accordance with s. 98 of the Act. The Corporation may add the cost, charges, interest and expenses arising from drafting, negotiating and registering the agreement on title to the unit or resulting from an owner's failure to comply with an owner's alterations agreement to the common expenses payable for the owner's unit and may specify a time of payment by the owner, and in the event of non-payment within 15 days after written request therefor, the Corporation shall be entitled to enforce compliance on the basis and in accordance with the lien enforcement procedures set out in the Act.

d) The violation of any provision of the Act, any other legislation, regulation, by-law or public edict or the Corporation's declaration, by-laws, or rules shall give the board the right, in addition to any other rights set forth in this by-law:

i) to enter the unit in respect of which such violation or breach exists and to summarily abate, remove, rectify, maintain, replace or repair at the expense of the defaulting owner, any thing, structure, installation, fixture, portion of the unit or common elements, event or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the board shall not thereby be guilty in any manner of any trespass, break and enter, theft, loss, damage, assault, tort or crime by reason of the performance of the Corporation's duties, as long as the Corporation's representatives have substantially complied with normal industry standards;

ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach, including without limiting the generality of the foregoing, an application for an order for compliance or proceedings by way of mediation or arbitration pursuant to the Act; and

iii) the Corporation shall have all of its rights and remedies referred to in s. 92 of the Act when an owner is in breach of the owner's obligations to maintain or repair after damage the owner's unit or the common elements as set out in the Corporation's declaration, whereupon the owner shall be deemed to have consented to the work done by the Corporation and the cost of the work shall be added to the owner's contribution to the common expenses. The Corporation may specify a time of payment by the owner, and in the event of non-payment within 15 days after written request therefor, the Corporation shall be entitled to enforce compliance on the basis and in accordance with the lien enforcement procedures set out in the Act and this By-law.

17.00 INSURANCE DEDUCTIBLE RESPONSIBILITY

17.01 Deductible

a) The Corporation's insurance shall provide full replacement value coverage for each component required to be insured by the Corporation, subject to a deductible that in the opinion of the Corporation and its insurance representative is reasonable in the circumstances applicable to the Corporation. If damage to the unit is caused by an act or omission of the Corporation or its directors, officers, agents, contractors or employees, the deductible amount shall be a common expense.

b) Pursuant to s. 105 (2) and (3) of the Act, if an owner, lessee of an owner, a person residing in the owner's unit or any employee, agent, contractor, visitor or guest thereof, whether or not with the permission or knowledge of the owner, and whether or not through any act or omission, causes any damage whatsoever and howsoever arising in connection with damage to the owner's unit, involving any damage, loss, injury or death to any person or to the unit, or to any pre-registration improvements to the owner's unit as may be insured by the Corporation, to any portion of the common elements or assets of the Corporation or to any facilities or installations thereon, or to any other unit, improvements thereto or to contents located in any other unit or on the common elements, the amount that is the lesser of the cost of repairing the damage, and the deductible limit of the insurance policy obtained by the Corporation shall be added to the common expenses payable for the owner's unit. In the event the owner fails to reimburse the Corporation within 30 days after the Corporation has provided written notice requiring reimbursement together with copies of any applicable invoices, a default giving rise to a lien shall occur and the Corporation shall be entitled to enforce payment in accordance with all of the provisions set out in s. 84 - 87 of the Act and in this By-law.

18.00 TAX ASSESSMENT OBJECTIONS

18.01 Tax Assessment Objections

a) The Corporation is authorized but not obligated to object on behalf of owners to assessments of realty taxes arising under the *Assessment Act* against owners' units and their appurtenant common interests. If the Corporation chooses to object in any year it shall give notice of the objection to the owners in accordance with the notice requirements set out in Article 25.01 herein. The Corporation is authorized to defray the costs of objections out of the common expenses. The Corporation shall have the capacity and authority to make a complaint under s. 40 of the *Assessment Act* on behalf of owners, but shall not be liable for an alteration in the assessment of a unit or for any other matter relating to the complaint, except for the costs of the complaint. Any reduction in the realty tax assessment applicable to any units and reduced municipal taxes shall accrue to the benefit of the owners of such units. An owner shall be entitled to withdraw a complaint that the Corporation has made on the owner's behalf by giving written notice to the Corporation board and to the Assessment Review Board before the hearing of a complaint under s. 40 of the *Assessment Act*. Upon receipt of such notice from the owner, the Corporation shall take all reasonable steps without delay to withdraw any objection filed on behalf of the owner in respect of the unit assessment.

b) The Corporation shall not appeal any unsuccessful complaint pertaining to an assessment without first giving prior notice to the owners, and subject to such criteria as the board may establish in its discretion.

19.00 RESTRICTIONS AFFECTING NON-RESIDENTS

19.01 Access to Recreational Facilities
Only occupants of the units may use and enjoy the common elements, assets and recreational facilities of the Corporation, subject to the provisions of any agreement governing the use and maintenance of shared facilities and services. A non-resident owner who leases his or her unit shall not be permitted to use and enjoy the common elements, assets and recreational facilities of the Corporation. Persons who are not occupants of a unit may not use any recreational facilities unless accompanied at all times by an adult occupant of a unit and in compliance with the Corporation's Rules. The board may restrict the number, age and rights of guests to use and enjoy any of the common elements and recreational facilities of the Corporation as stated by the Rules from time to time. The board may further clarify the parts of the common elements, assets and recreational facilities from which persons other than occupants are restricted. Further provisions and restrictions applicable to the use and enjoyment of the common elements, assets and recreational facilities of the Corporation may be contained in the Corporation's existing Rules or any Rules proposed hereafter from time to time, as determined by the board.

19.02 Trespass Prohibition
Any person who loiters upon, litters or damages the common elements, shared facilities or assets of the Corporation or any other person's unit, improvements or contents; or who blocks, hinders or interferes with the lawful use and enjoyment of the common elements by others; or who creates or undertakes any excessive noise, nuisance, disturbance, harassment or criminal act; or who otherwise breaches any provisions of the declaration, by-laws or rules of the Corporation, shall forthwith cease and desist from doing so and upon being requested to cease doing so by the police or a security officer, property manager, director or officer of the Corporation, such person shall immediately leave the common elements of the Corporation, failing which such person shall be deemed to be a trespasser and shall be subject to all of the requirements, obligations, prosecution, fines and penalties set out in the *Trespass to Property Act* of Ontario. An owner or occupier of a unit of the Corporation shall, after leaving the common elements, thereafter be entitled to use the common elements while in compliance with these requirements. This provision shall be deemed to constitute notice to each owner and occupant of a unit and each of their employees, contractors, agents, visitors and guests, in accordance with the requirements of the *Trespass to Property Act*.

19.03 Ensure Compliance By Visitors
Owners, tenants and occupants of units of the Corporation shall be responsible to take all reasonable steps to ensure compliance with the Corporation's declaration, by-laws and rules by their employees, agents, contractors, visitors and guests and shall personally bear the consequences of any such non-compliance, including the obligation to pay all expenses, damages, fines, penalties and legal costs on a full solicitor and client basis which shall be added to the common expenses payable by the owner of the applicable unit.

20.00 OCCUPANCY STANDARDS

20.01 Occupancy Standards
The Corporation's occupancy standard shall consist of the requirement that no more persons shall reside in a dwelling unit within the Corporation's building in excess of the maximum number of persons entitled to occupy each such dwelling unit, based upon the maximum occupancy for which the Corporation's building was designed, as determined by the registered Description for the Corporation and by the "occupancy load" established in the *Ontario Building Code* (O. Reg. 403/97, s. 3.1.16.1 (1) or as amended hereafter) which requires that no more than two persons per sleeping room or area shall reside in a dwelling unit. A sleeping room or sleeping area shall consist of any bedroom, study, den, family room or other room designated as a sleeping room or sleeping area by the board of directors of the Corporation from time to time in a dwelling unit in accordance with the architectural plans forming part of the Corporation's registered Description, but shall exclude a kitchen, dining room, living room, solarium, bathroom, foyer, lobby, closet, laundry room, utility

room, pantry and balcony, unless any such excluded room is designated as a sleeping room or sleeping area by the board of directors from time to time. No person shall reside in a dwelling unit within the Corporation's building in excess of the maximum occupancy permitted for each unit.

20.02 Contravention

a) If a person contravenes the standards for the occupancy of a unit set out in this Article 20.00, the board may apply and enforce compliance with the appropriate occupancy standard in accordance with s. 57 of the Act, by giving written notice to the owner(s) of the unit requiring them to remove any persons in excess of the occupancy load from the premises within 15 days, and may, during the entire period of excess occupancy, by resolution, levy against the unit an assessment that reasonably reflects the amount by which the contravention increases the cost of maintaining the common elements and repairing them after damage, and the amount by which the contravention increases the cost of using the utilities that form part of the common expenses. Any such assessment shall form part of the contribution to the common expenses payable for the unit.

b) Where the precise costs of contravention are unknown, the board shall be entitled to exercise its discretion to determine the amount that reasonably reflects the increased costs arising from the contravention, including such of the following criteria as may be applicable. For each extra unauthorized person occupying a unit in excess of the occupancy standard applicable to such unit, the board may assess additional common expenses applicable to that unit in an amount calculated by allocating an additional amount to that unit, equal to the same total annual common expense contribution to the Corporation's common expenses as applies to the unit, multiplied by the number of excess occupants and multiplied by a fraction, whereby the numerator shall consist of the sum of the total common expenses incurred by the Corporation to maintain and repair after damage the common elements and assets of the Corporation for the current fiscal year and the total common expenses incurred by the Corporation for all utilities for the current fiscal year, and whereby the denominator shall consist of the total of all budgeted common expenses of the Corporation for the current fiscal year. The board shall be entitled to determine otherwise the amount that reasonably reflects the amount by which the contravention increases such costs.

20.03 Commercial Use

No commercial, business or professional use shall be permitted in or with respect to any dwelling unit, provided that an incidental home-based office for private use ancillary to the main private, single family residential use of the unit shall be permitted on condition that such incidental use utilizes no more than one room of the unit, does not involve reception, manufacturing or processing facilities, delivery or shipping of goods for manufacturing, processing or sale, recurring visits by employees, customers or business visitors, agents or contractors, or use of any parking space for such incidental use, and the permitted incidental use shall not give rise to any noise, nuisance, disturbance, maintenance, repair of the common elements or consumption of utilities in excess of normal residential use, any of which prohibitions may be determined in the sole discretion of the Board acting reasonably.

20.04 Partitions and Alterations

No partition, hardwood floors, or structural alteration shall be installed, permitted or made to a unit, and no alteration, addition or improvement shall be made to an exclusive use common area or any installation upon any portion of the common elements without the prior written consent of the board and compliance with all requirements of the Act, the *Building Code*, *Fire Code* and all other legislation and municipal by-laws or standards, and the declaration, by-laws and rules of the Corporation, provided that owners shall be entitled to undertake other non-structural renovations, maintenance and repair of their units, improvements and betterments of a decorative nature, without the board's prior written consent.

20.05 Maintain Safety Devices

a) No resident or owner shall disconnect, damage or remove any Safety Device or any portion thereof contained in a unit. Each owner and resident shall maintain and repair in good working condition all Safety Devices located within the boundaries of the unit owned or occupied by such person, unless the Corporation's declaration specifically requires the Corporation to do so or unless the Corporation has adopted a program to do so.

b) Safety Devices shall include any in-suite smoke detector, fire alarm, heat detector, portable fire extinguishing equipment, sprinkler system, voice communication or alarm equipment attached to the Corporation's voice communication life safety system, a front door entry communications system, window latch, high pressure washing machine hose, plumbing system, dryer vent, and any equipment or device and any other system, facility or component designated by the board from time to time.

c) Unless the Corporation has adopted a program to do so, the owner shall inspect, test, and when necessary and required, maintain, repair or replace all such Safety Devices at least semi-annually and shall replace any batteries or malfunctioning parts at least semi-annually with the appropriate fully-charged batteries, or at such earlier time as may be required to render any Safety Device fully operational at all times.

d) The owner shall indemnify the Corporation and its representatives and save them harmless with respect to any claim, action, proceedings, damages, loss, costs, fine or penalty arising under the *Fire Code, Building Code*, municipal property standards by-law or otherwise as a result of the owner's or resident's failure to comply with any such requirement.

e) The Corporation shall have the right, but not the obligation, to undertake the inspection, maintenance, repair or replacement of any Safety Device or other component (whether with respect to an individual unit or on a building-wide basis) for which any one or more owners may be responsible or for which the Corporation may be held liable, located in any unit or upon a portion of the common elements which one or more owners have a duty to maintain or repair, where the owner fails to carry out such obligation within a reasonable time as required by s. 92 of the Act.

f) The Corporation's authorized representative(s) shall be entitled to enter any unit upon reasonable prior written notice to the resident in order to inspect , test, maintain, repair or replace any Safety Device or other component, and in the event the owner or resident has failed to maintain any Safety Device or component in the appropriate condition, the Corporation's representatives shall be entitled to do so at or after the time of entry in order to preserve the health, safety and security of any person or property.

g) The cost thereof shall be borne by the unit owner as a common expense contribution, in accordance with s. 92 of the Act. If the board in its sole discretion passes a resolution to undertake any such inspection, maintenance, repair or replacement on a building-wide basis as a duty of the Corporation to protect its residents and property, such cost shall become a common expense of the Corporation.

h) Owners of units shall remain liable to carry out their obligations to maintain and/or repair their units in accordance with the provision set out in the Corporation's declaration and any maintenance or repair carried on by the Corporation as referred to in this paragraph shall not create a precedent or obligate the Corporation to do so thereafter or in any other case, nor shall the Corporation be held liable for any loss or damage occasioned by undertaking any such work, unless the Corporation or its representatives were grossly negligent in doing so.

21.00 MEDIATION

21.01 Mediation of Disagreement

If, after using their best efforts, the parties are unable to resolve by good faith negotiations any dispute or disagreement (a "disagreement") between the parties with respect to the Corporation's declaration, by-laws or rules or pertaining to an agreement between the Corporation and any of the declarant, another corporation, an owner and a property manager, then any such party may submit the disagreement to mediation by a qualified mediator who shall confer with all parties concerned and endeavor to obtain a settlement with respect to the disagreement submitted for mediation. Every agreement between the Corporation and such other party shall be deemed to contain a provision requiring the parties to submit a disagreement to mediation by a person selected by the parties (unless they have previously submitted the disagreement to mediation).

21.02 Compliance Enforcement
The Corporation's declaration shall be deemed to contain a provision that the Corporation and the owners agree to submit a disagreement between the parties with respect to the declaration, by-laws or rules to mediation and, if necessary, arbitration, in accordance with s. 132 of the Act. In the event one of the parties to the disagreement is a tenant, resident, visitor or guest of a unit, or in the event any such person or an owner of the unit breaches a section of the Act, the Corporation shall be entitled to enforce compliance by an order of the Superior Court of Justice pursuant to s. 134 of the Act against any of them with respect to any provision contained in the Act, or the Corporation's declaration, by-laws or rules, or an agreement with another Corporation for the mutual use, provision or maintenance or cost-sharing of facilities or services. The Corporation and any other party shall not be obligated to mediate or arbitrate any disagreement unless specifically required by s. 132 of the Act..

21.03 Compliance Demand Notice
If the Corporation or any owner requires any owner, occupant of a unit, the Corporation or any other person referred to in s. 17 (3), 119, 132, 134 or 135 of the Act to comply with any provisions set out in the Act, declaration, by-laws or rules, the Corporation or owner shall give a Compliance Demand Notice to the other party(ies), including the Corporation by regular mail stating the following matters:

(a) Particulars of the action(s) or conduct which the party wishes to enjoin;
(b) A statement of any particular provision claimed to have been breached;
(c) The action required to be taken by the other party(ies) and/or any other person for whom any such party is responsible, in order to comply with any such provision within a specified time;
(d) Such other matters or materials as the party may deem appropriate.

21.04 Justification Response Notice
The party(ies) receiving the Compliance Demand Notice shall either comply with the requirements set out within the time specified or shall provide detailed justification particulars for the action or conduct in a written Justification Response Notice delivered to the other party(ies) within the time specified in the Compliance Demand Notice.

21.05 Notices
All notices given with respect to mediation or arbitration of any disagreement shall comply with the notice requirements set out in Article 25.00.

21.06 Cessation of Complaint
Where a Compliance Demand Notice concerns a complaint pertaining to a nuisance, excessive noise, or potential danger or harm to persons or property determined by the board to constitute breach of the Act or the Corporation's declaration, by-laws or rules, then the person alleged to be responsible with respect thereto shall immediately, upon receipt of a Compliance Demand Notice from the Corporation, take all reasonable measures to ensure that no such nuisance, excessive noise, potential danger or harm shall occur or continue pending resolution of the dispute.

21.07 Interim Payment
When any disagreement between the Corporation and an owner engaged in mediation, arbitration or legal proceedings concerns the payment of any damages, retainer, fee, expense, costs or assessment, all amounts to be paid as required or permitted by the Act or the Corporation's declaration, by-laws or rules, including any amount in dispute, shall be paid within 15 days after written demand by the Corporation to a law firm designated by the Corporation (other than the Corporation's usual firm of barristers and solicitors) or the mediator or arbitrator, to act as the Escrow Agent impartially on behalf of both parties. The Escrow Agent shall hold any such amounts in trust on behalf of both parties and such amount or any part thereof shall be paid by the Escrow Agent to such party or other person as the parties may direct by mutual agreement or pursuant to the decision or order of an arbitrator or court of law. The parties shall be equally liable to pay the Escrow Agent's fees. An owner shall not be exempt from the obligation to contribute to the common expenses of the Corporation or any special assessment even if the owner is making a claim against the Corporation, or if the owner has waived or abandoned the right to use any part of the common

elements, or if the declaration, by-laws or rules restrict the owner from using any part of the common elements. The Corporation shall have the right to register a lien against an owner's unit when permitted to do so as a result of breach of any of the provisions set out in the Act, including s. 85 - 87 thereof.

21.08 Mediation Notice
Any party to a disagreement (the "Initiator") may submit the disagreement to mediation by giving to the other party(ies) a written Mediation Notice. The Mediation Notice shall define each issue with sufficient detail to allow the other party(ies) to understand the nature and scope of the disagreement, including a statement of the party's claims, specification of the facts and arguments upon which the Initiator intends to rely at the Mediation Hearing, a statement of the remedy sought and the party's nomination of three qualified mediators. The mediation shall be deemed to commence on the date that the Initiator delivers the Mediation Notice to the other party(ies) to the disagreement.

21.09 Mediation Response Notice
Within 15 days after the Mediation Notice is delivered, the other party(ies) (the "Respondent(s)") shall deliver a written Mediation Response to the Initiator stating:

a) the Respondent's reply to the disagreement as set out in the Mediation Notice; and
b) the Respondent's choice of mediator from the list provided by the Initiator.

The Mediation Response Notice shall reply to each issue in the disagreement with sufficient particularity to allow the other party(ies) to understand the Respondent's position, including the facts and arguments upon which the Respondent(s) intends to rely at the Mediation Hearing.

21.10 Mediation Reply
Within ten days after a Respondent's Mediation Response Notice is delivered, the Initiator may deliver a Reply Notice to the Respondent stating the Initiator's position to any new issue raised in the Mediation Response.

21.11 Choice of Mediator
The Initiator shall state in the Mediation Notice the names of 3 qualified mediators on the panel of the Condominium Dispute Resolution Centre or any other established alternate dispute resolution organization. The other party(ies) shall choose one of those names to be appointed as the mediator within 15 days after receiving the Mediation Notice by including the name in the Mediation Response, failing which the Initiator shall choose any one of the three qualified mediators to be the mediator. The Initiator shall notify the mediator and each of the other parties of the appointment of the mediator by delivering a Choice of Mediator Notice at any time within ten days thereafter. The mediator shall be deemed to be selected when so appointed. The Initiator shall not name any person as a mediator unless the named mediator is qualified pursuant to Article 21.14, is willing to act as the mediator of such difference, agrees to the provisions set out in Article 21.00 and has not previously rendered professional or other services directly to either the Corporation or the other party(ies) to the mediation. The Initiator shall deliver to the mediator a copy of all Notices issued to date and such other documents as may then be available before or within seven days after the date that the mediator is deemed to be selected.

21.12 Mediator's Qualifications
The qualified mediator shall be knowledgeable about condominium issues in general (preferably confirmed by an ACCI or RCM designation) and shall be knowledgeable in the area in dispute. The mediator shall be qualified by education and experience to assist the parties to resolve the dispute. The mediator shall act impartially, fairly and diligently on a non-judgmental basis to assist the parties to resolve their differences.

21.13 Mediation Fees and Expenses
a) Within ten days after a written request for payment, each party shall pay its equal share of the Mediator's Fee consisting of any retainer, and the balance of any of the mediator's fees and expenses, when determined from time to time, including any amounts for the facilities or services of any alternate dispute resolution organization, and any time for the mediator's

preparation, review of documents, attendances, travel, the fees and expenses of any expert retained by the mediator, the preparation and finalization of any mediation agreement, settlement agreement, settlement report and any other legitimate mediation fees and expenses. Each party shall promptly pay the mediator any other share of the Mediator's Fee that the settlement agreement specifies, if a settlement is obtained.

b) If the mediation fails, each party shall pay whatever share of the Mediator's Fee that the mediator specifies in a Failed Mediation Notice delivered to each of the parties stating that the mediation has failed, in which event the mediator shall have the discretion to allocate or reallocate the Mediator's Fee between the parties, taking into consideration the behaviour of the parties, any belligerence or inappropriate conduct, abuse of proceedings, unnecessary delay or the causing of any unnecessary fees or expenses, any responsibility for causing the mediation to fail and an allocation of fault as the mediator may deem to be applicable as between the parties. If either party fails to pay its share of the Mediator's Fee on time, the other party shall be entitled to pay such amount and recover it at any time thereafter from the other party or, the other party shall be entitled to require the mediator to deliver a Failed Mediation Notice in accordance with Article 21.22 and shall be entitled to elect to proceed directly to arbitration.

c) If the Corporation is willing, in its sole discretion and if the other party(ies) agree, the Corporation may pay all or any part of any other party's share of the Mediator's Fee. The Corporation shall then have the right to add such amount to the common expense contributions payable for the unit, which amount shall be collectible in accordance with the lien provisions contained in the Act, and pursuant to any other rights or remedies of the Corporation.

21.14 Agreement to Mediate
The parties shall each sign the mediator's form of Mediation Agreement, subject to such modifications to which the parties and mediator mutually agree, within 15 days after the mediator has forwarded the form of Mediation Agreement to the parties.

21.15 Mediation Procedure
Subject to the provisions set out herein and any modifications agreed to by all parties concerned, the mediation shall be conducted pursuant to the guidance provided by the mediator and generally in accordance with any non-conflicting Rules of Procedure for the conduct of mediation commonly used by the Condominium Dispute Resolution Centre or such other alternate dispute resolution organization as may have been appointed. In the event any situation is not governed by a Rule of Procedure, the mediator shall determine the applicable Rule of Procedure if the parties can not mutually resolve the procedural issue.

21.16 Mediation Brief
Unless all parties agree to the contrary, each party shall, not later than ten days prior to the mediation hearing, provide to each of the other parties and the mediator a Mediation Brief to include copies of any documents, including, but not limited to, provisions of the Act, other legislation, regulations, the declaration, description, by-laws or rules, or any contract, photograph, report, opinion, statement, financial statement, letter or evidence relevant to the matter in dispute, upon which such party may rely or raise in furtherance of such party's position during the Mediation Hearing.

21.17 Hearing Date
The Mediation Hearing shall take place at the mediator's office or at such other location as the mediator may designate, commencing at 10:00 am on the morning of the Hearing Date, subject to such arrangements to which the parties may mutually agree. The Hearing Date shall be a mutually agreed date. The Mediation Hearing shall take place not later than 60 days after the date the Mediation Notice was delivered. If the parties cannot mutually agree upon the Hearing Date within 30 days after the date the Mediation Notice was delivered, either party may propose three Hearing Dates acceptable to the mediator to each of the other parties who shall select one of the three days and notify the mediator and the other parties accordingly. The Hearing Date may be postponed for up to 30 days upon the consent of each of the parties and the mediator.

21.18 Mediation Hearing
The mediator shall afford an equal opportunity and time for each party to promote its case. Any party may be represented by legal counsel or any other representative. Any party may lead the evidence of any witness or expert in order to induce the other party to accept its position, provided that such party shall notify all other parties and the mediator of its intention to do so and shall provide any expert reports at least ten days before the Hearing Date. Any person who is disruptive or unreasonably belligerent may be excluded from the Mediation Hearing. The parties attending the mediation shall work diligently and with a *bona fide* intent to mutually resolve any disagreement, taking a flexible and co-operative approach, while avoiding rancorous statements or conduct intended to exacerbate the dispute. A representative of each party shall be in attendance who has the authority and flexibility to finalize any settlement solution to the disagreement as the parties present at the mediation may deem appropriate.

21.19 Confidentiality
Subject to such superseding provisions as may be contained in the Mediation Agreement, the mediation proceedings and any element thereof shall be kept confidential, including, but not limited to, any documents, evidence, testimony, submissions or statements of any party or witness which do not constitute public knowledge. Such proceedings shall not be disclosed to any person, firm or corporation except the mediator, the parties and their professional advisors, except as may be required by law. However, the Settlement Record itself may be disclosed to other persons, firms or corporations who have an interest in the outcome of the proceedings.

21.20 Settlement Record

a) Upon obtaining a settlement between the parties with respect to the disagreement, the mediator shall make a written Settlement Record of the agreement between the parties which shall form part of the agreement that was the subject of the mediation. The mediator shall forward a copy of the Settlement Record to each party within ten days after the Mediation Hearing. Each of the parties shall duly sign the Settlement Record within ten days thereafter to confirm their agreement to the Settlement Record. The Settlement Record may be signed by each of the parties in counterpart or by fax. The Settlement Record shall be delivered by each party to each of the other parties and the mediator within ten days after receipt of the Settlement Record. The parties shall each comply with the Settlement Record thereafter with respect to each of the issues forming part of the disagreement.

b) If a party fails to comply with any provision set out in the Settlement Record at any time after the party has signed it, any other party who has signed the Settlement Record shall be entitled to proceed to enforce compliance by means of an order of the Ontario Superior Court of Justice, pursuant to s. 134 of the Act. Nothing contained in the Settlement Record shall create a precedent or be binding upon either party with respect to any such disagreement affecting any other party, except as specifically stated in the settlement record.

21.21 Mediation Failure
The mediation shall be deemed to have failed upon the occurrence of any of the following failed mediation criteria:

a) A party fails to respond within the time and as required in the Mediation Notice or Mediation Response Notice;

b) No qualified mediator is selected by the parties or consents to act within 60 days after the parties submit the disagreement to mediation pursuant to a Mediation Notice;

c) Any party fails to define the disagreement(s) and specify the facts and arguments upon which that party intends to rely within five days after a written request for such information from any other party, if any notice period applicable to such party has passed at the time of any such request;

d) Any party fails to sign and deliver a Mediation Agreement within five days after a written request to finalize all provisions, sign and deliver the Mediation Agreement to the other party(ies) and the mediator, if the ten day period has passed at the time of any such request;

e) A party fails to comply with the Mediation Agreement;

f) A party fails to pay the Mediator's Fee within ten days after the mediator's initial request for payment or if the party fails to pay the balance of the Mediator's Fee within 30 days after the mediator's written request for payment;

g) If a party or the mediator fails to attend or fails to participate actively in the Mediation on a *bona fide* and diligent basis;

h) If a party fails to sign and deliver to each of the other parties and the mediator a copy of the Settlement Record within ten days after receipt of the Settlement Record, or if the mediator fails to deliver the Settlement Record to each party;

i) If the parties fail to agree upon a Hearing Date within 45 days after the date the Mediation Notice was given.

21.22 Failed Mediation Notice
In the event that one or more of the aforesaid failed mediation criteria has occurred, the mediator may deliver, or any party may require the mediator to deliver, a Failed Mediation Notice to all parties within 5 days thereafter. The Failed Mediation Notice shall state that the mediation has failed, and shall include an order as to payment of the Mediator's Fee allocated among the parties in such manner and to such extent as the mediator in his or her sole discretion may deem appropriate, taking into account any of the failed mediation criteria.

22.00 ARBITRATION

22.01 Arbitration
In the event the parties have failed to select a mediator within 60 days after the parties have submitted the disagreement to mediation pursuant to a Mediation Notice, or 30 days after the mediator delivers a failed mediation notice, any party may commence arbitration proceedings as contemplated by s. 132 of the Act at any time within six months thereafter.

22.02 Arbitration Notice
Any party to a disagreement referred to in s. 132 of the Act (the "Initiator") may submit the disagreement to arbitration by delivering a written Arbitration Notice to the other party(ies) requiring arbitration. The Arbitration Notice shall contain:

(a) a specific description of the matter in dispute,
(b) a statement of the party's claims,
(c) a statement of the conclusion/remedy sought, and
(d) the Initiator's nomination of three qualified arbitrators.

The Arbitration Notice shall define each issue in dispute with sufficient particularity to allow the other party(ies) to understand the nature and scope of each issue, including specification of the facts and arguments upon which the Initiator intends to rely at the arbitration. The arbitration shall be deemed to commence on the date that the Initiator delivered the Arbitration Notice to any of the other party(ies) to the disagreement.

22.03 Arbitration Response Notice
Within 15 days after the Arbitration Notice is delivered, the other party(ies) (the "Respondent(s)") shall deliver a written Arbitration Response to the Initiator identifying:

(a) the Respondent's reply to the disagreement as set out in the Arbitration Notice, and
(b) the Respondent's choice of arbitrator from the list provided by the Initiator.

The Arbitration Response shall reply to each issue in the disagreement with sufficient particularity to allow the other party(ies) to understand the Respondent's position, including the facts and arguments upon which the Respondent(s) intends to rely at the Arbitration Hearing.

22.04 Arbitration Reply
Within ten days after the Arbitration Response is delivered, the Initiator may deliver a Reply Notice to the Respondent stating the Initiator's position with respect to any new issue raised in the Arbitration Response.

22.05 Choice of Arbitrator
The disagreement shall be submitted for resolution to a single arbitrator. The Initiator shall state in the Arbitration Notice the names of three qualified arbitrators on the panel of the Condominium Dispute Resolution Centre or any other alternate dispute resolution group, and the other party(ies) shall choose one of those names to be appointed as the arbitrator within 15 days after receiving the Arbitration Notice by including the name in the Arbitration Response, failing which the Initiator shall choose any one of the named persons to be the arbitrator. The Initiator shall notify the arbitrator and each of the other parties by delivering a Choice of Arbitrator Notice within ten days thereafter. The arbitrator shall be deemed to be selected when so appointed. The Initiator shall deliver to the arbitrator a copy of any Compliance Demand Notice, Compliance Response Notice, Arbitration Notice, Arbitration Response and Arbitration Reply Notice (or such of those documents as may then be available) before or within seven days after the date that the arbitrator is deemed to be selected.

22.06 Arbitrator's Qualifications
Any arbitrator named by the Initiator shall be willing to act as the arbitrator of such difference, shall agree to the provisions set out herein, and shall not previously have rendered professional or other services directly to either the Corporation or the other party(ies) to the arbitration. The arbitrator shall be knowledgeable about condominium issues in general (preferably confirmed by an ACCI or RCM designation) and shall be knowledgeable in the area in dispute. The arbitrator shall be qualified by education and experience to act impartially, with administrative fairness and diligence to conduct an arbitration hearing and to render a final and binding decision in accordance with all legal requirements.

22.07 Legal Issues
In the event that any notice pertaining to arbitration proceedings invokes a legal interpretation of or determination of rights and obligations under the Act, declaration, by-laws or rules, any party may, before the arbitrator is deemed to be selected, require that the arbitrator shall be a practicing attorney. Where no binding legal precedent exists with respect to the disagreement, standard practices in the industry shall be accorded substantial weight. The arbitrator shall not be entitled to alter any existing provision contained in the Act, declaration, by-laws or rules.

22.08 Arbitrator's Fees
a) Within ten days after a written request for payment, each party shall pay an equal share of the Arbitrator's Fees, consisting of the arbitrator's retainer, the balance of any of the arbitrator's fees and expenses, including any amounts for the facilities or services of the alternate dispute resolution organization to which the arbitrator belongs, any time for the arbitrator's preparation, review of documents, attendance, travel, the fees and expenses of any expert retained by the arbitrator, the preparation and finalization of the Arbitration Agreement, Arbitration Final Award and such other share of the arbitrator's retainer, fees and expenses that the arbitrator imposes or the Arbitration Agreement may specify. Subject to the superceding provisions set out in the Arbitration Agreement, the arbitrator shall be entitled to exercise his/her discretion as to the awarding of damages, costs and each party's share of the Arbitrator's Fee, having regard to any finding of fault, breach of agreement, breach of any provision of the Act, declaration, by-laws or rules of the Corporation, delay or non-participation in the negotiations, mediation or arbitration, or for such other reason as the

arbitrator may specify in the arbitrator's final award. The arbitrator's decision and order as to payment of any amounts may be filed in the Ontario Superior Court of Justice and enforced in accordance with the *Arbitrations Act, 1991* or pursuant to a compliance order in accordance with s. 134 of the Act. In the event that either party fails to pay his/her/its share of the Arbitrator's Fee on time, any of the other parties shall be entitled, but not required, to pay such amount and shall be entitled to recover it at any time thereafter.

b) If the Corporation and the other party(ies) agree, or if the Arbitrator's Final Award requires the Corporation to do so, or if the Corporation is awarded any legal costs or damages, the Corporation shall pay all or any part of another party's share of the Arbitrator's Fee, whereupon any and all such amounts shall form part of the contribution to the common expenses payable for the unit and shall be collectible in accordance with the provisions set out in the lien enforcement provisions contained in the Act or pursuant to any other remedy or entitlement of the Corporation.

22.09 Arbitration Agreement
The parties shall each sign the arbitrator's form of Arbitration Agreement, subject to such modifications to which the parties and arbitrator agree, within 15 days after the arbitrator has forwarded the form of Arbitration Agreement to the parties, failing which a party who is not in default of those requirements shall be entitled to arbitrate the issue in dispute forthwith in the absence of any such party in default.

22.10 Arbitration Procedure
Subject to the provisions set out herein, the provisions of the *Arbitrations Act, 1991* as amended from time to time and any modifications agreed to by all parties concerned, the arbitration shall be conducted generally in accordance with the Arbitration Rules of Procedure commonly used by the Condominium Dispute Resolution Centre or such other alternate dispute resolution organization as may be appointed by the parties. In the event that any situation is not governed by an Arbitration Rule of Procedure, the arbitrator shall determine the applicable rule of procedure if the parties cannot mutually resolve the procedural issue themselves.

22.11 Arbitration Brief
No later than ten days prior to the Arbitration Hearing, each party shall provide to the arbitrator and to each of the other parties copies of any documents including, but not limited to, provisions of the Act, other legislation, regulations, case law, the declaration, description, by-laws, rules, policies or any contract, photograph, expert's or other report, opinion, statement, financial statement, letter, document or evidence relevant to the matter in dispute, upon which such party may rely or raise in furtherance of such party's position during the Arbitration Hearing.

22.12 Hearing Date
The Arbitration Hearing shall take place at the arbitrator's office or at such other location as the arbitrator may designate, commencing at 10:00 am on the morning of the Hearing Date, subject to such arrangements to which the parties may mutually agree. The Hearing Date shall be a mutually agreed date, not later than 60 days after the date the Arbitration Notice was given, which Hearing Date shall be designated by the parties not later than 45 days after the date the Arbitration Notice was given. If the parties cannot mutually agree upon the Hearing Date within 30 days after the date the Arbitration Notice was given, either party may propose three Hearing Dates acceptable to the arbitrator to each of the other parties who shall select one of the three days and notify the arbitrator and the other parties accordingly. The Hearing Date may be postponed for up to 60 days upon the consent of each of the parties and the arbitrator. The Arbitration Hearing may be extended by mutual agreement of each of the parties and the arbitrator to a later date. The term of the arbitration shall not exceed one day, unless the parties and the arbitrator mutually agree at least ten days prior to the arbitration hearing to a shorter or longer period.

22.13 Arbitration Hearing
The arbitrator shall afford an equal opportunity for each party to promote its case. Any party may be represented by legal counsel or any other representative. Any party may lead the evidence of any witness or expert providing relevant testimony (subject to cross-examination and reply), provided

that such party shall notify all other parties and the arbitrator in the Arbitration Brief of its intention to lead any expert evidence and shall provide any expert reports at least ten days before the Hearing Date. Any person who is disruptive or unreasonably belligerent may be excluded from the Arbitration Hearing. The parties attending the arbitration shall work diligently and with a *bona fide* intent to mutually resolve any disagreement, taking a flexible and co-operative approach, while avoiding rancorous statements or conduct intended to exacerbate the dispute. A representative of each party shall be in attendance who has the authority and flexibility to finalize any settlement solution to the disagreement as the parties present at the arbitration may deem appropriate. Testimony shall be sworn under oath. Any party may require the proceedings to be recorded, upon ten days prior notice given to each of the other parties and to the arbitrator.

22.14 Confidentiality
Subject to such superceding provisions as may be contained in the Arbitration Agreement, the arbitration proceedings and any element thereof shall be kept confidential, including, but not limited to, any documents, evidence, testimony, submissions or statements of any party or witness which do not constitute public knowledge. Such confidential information shall not be disclosed to any person, firm or corporation except the arbitrator, the parties and their professional advisors, except as may be required by law. However, the Arbitration Award itself may be disclosed to other persons, firms or corporations who have an interest in the outcome of the Arbitration Hearing.

22.15 Arbitration Award
Within 30 days after the Arbitration Hearing, the arbitrator shall render an Arbitration Award and shall give a written copy thereof to each of the parties to the arbitration. The arbitrator shall have the discretion to make such award as the arbitrator considers just and appropriate, having regard to the circumstances, and subject to compliance with the provisions set out in this Article 22.00 and any superceding provisions set out in the Arbitration Agreement. The Arbitration Award shall be in writing, stating the reasons upon which the award was based. The parties shall each comply with the Arbitration Award thereafter with respect to each of the issues forming part of the disagreement. Nothing contained in the Arbitration Award shall create a precedent or be binding upon either party with respect to such a disagreement with any other party.

22.16 Arbitration Final
The decision of the arbitrator set out in the Arbitration Award shall be final and binding upon the parties concerned and shall not be subject to appeal by any party except on a question of law or on a specific ground of appeal provided by the *Arbitrations Act* of the Province of Ontario as may then be in effect from time to time.

22.17 Resort to Court
Nothing provided in Articles 21.00 or 22.00 shall prevent any party(ies) from interim resort to court, if permitted, where it is necessary to prevent harm to any person or property, if such matter cannot be appropriately or immediately addressed by the mediator or arbitrator; however, the ultimate resolution of the dispute shall be resolved through mediation or arbitration.

22.18 Compliance Order
If a party is unable to obtain compliance by the other party(ies) with the Act, declaration, by-laws, rules or any applicable agreement, despite having submitted the dispute to mediation and arbitration in compliance with the Act and this by-law, such party may apply to the Superior Court of Justice for an order enforcing compliance.

22.19 Court Ordered Damage and Costs
Pursuant to the Act, if the Corporation obtains a court-ordered award of damages or costs in an order made against an owner or occupant of a unit, the damages or costs, together with any additional actual costs to the Corporation in obtaining the order shall be added to the common expenses for the unit and the Corporation may specify a time for payment by the owner of the unit. In the event the owner fails to make such payment on time, the Corporation may commence lien proceedings in accordance with the lien enforcement provisions contained in the Act, or the Corporation may otherwise enforce any of its other remedies or entitlements.

23.00 EASEMENTS, LEASES AND LICENCES

23.01 General
For the purpose of providing telecommunications services or any other utilities or services or use or occupation of any locker, parking space or other space on the Corporation's property which benefit the owner(s) of one or more units, the Corporation may lease a part of the common elements (except a part that the declaration specifies to be used only by the owners of one or more designated units and not by all of the owners), or the Corporation may grant or transfer an easement or licence through the common elements, and the cost thereof shall be deemed to be a common expense, provided that in the event the lease, transfer of an easement or licence pertains to and benefits only one or some owners and not all owners, only such owner(s) whose unit(s) are benefitted or served shall pay the cost thereof. Any such lease, transfer of an easement or licence shall be in writing, for such term and in accordance with such provisions and payments as may be required by the board from time to time. In the event an addition, alteration or improvement to the common elements is made by an owner and approved by the board, an owner's alterations agreement shall be entered into and registered on title to the unit in accordance with s. 98 of the Act.

24.00 INSURANCE TRUST AGREEMENT

24.01 Insurance Trust Agreement
The Corporation's existing insurance trust agreement is hereby ratified and confirmed and shall continue hereafter in full force and effect. The board may retain an insurance trustee to perform such duties and services with respect to insurance proceeds payable to the Corporation as may be required from time to time, at such compensation and upon such terms and requirements as the board may determine, subject to compliance with the provisions of the Act and the declaration. The board is authorized to execute any such insurance trust agreement from time to time and all such further assurances as may be appropriate. Despite anything contained in an insurance trust agreement that the Corporation has entered into with an insurance trustee, and anything in the declaration, the Corporation may terminate the agreement by giving at least 60 days notice in writing of the termination date to the trustee.

25.00 NOTICE

25.01 By the Corporation

a) Subject always to any specific provision to the contrary in the Act, any notice, communication or other document required to be given or delivered by the Corporation to any owner or mortgagee shall be sufficiently given if:

   i) delivered personally to the person to whom it is to be given; or
   ii) sent by pre-paid mail addressed to the owner or mortgagee at the address for service that appears in the record; or
   iii) sent by facsimile transmission, electronic mail or any other method of electronic communication if the owner or mortgagee agrees in writing that the party giving the notice may give the notice in this manner; or
   iv) delivered at the owner's unit or at the mail box for the unit unless,

      1) the party giving the notice has received a written request from the owner that the notice not be given in this manner, or
      2) the address for service that appears in the record is not the address of the unit of the owner,

   provided that notice shall not be given to a mortgagee in accordance with clause iv) above.

b) Any notice, communication or other document to be given by the Corporation to any person who is not an owner or mortgagee shall be given or delivered to such person in the manner provided by law.

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

i) when it is delivered to a person personally or delivered at the owner's unit or at the mail box for the unit in compliance with sub-Article a) iv) above; or
ii) on the fifth day after it has been deposited in a post office or public letter box; or
iii) if it is sent by facsimile transmission, electronic mail or any other method of electronic communication, when a send confirmation is recorded by the sender.

25.02 Notice to the Corporation

a) Any notice, communication or other document to be given to the board or Corporation shall be sufficiently given if:

i) mailed by prepaid ordinary mail or airmail in a sealed envelope addressed to the board or Corporation at the Management Office, 2000 Islington Avenue, Etobicoke, Ontario, M9P 3S7, or such other address for service of the Corporation registered on title in accordance with the Act; or

ii) personally delivered to the President or Secretary; or

iii) sent by facsimile transmission, electronic mail or any other method of electronic communication, when a send confirmation for the correct communications address is recorded by the sender.

b) Any communication or document shall be deemed to have been received when:

i) delivered to the Management Office or to the President or Secretary personally; or

ii) on the fifth day after deposit in a post office or public letter box; or

iii) if sent by facsimile electronic mail or any other method of electronic communication, when a send confirmation for the correct communications address is recorded by the sender.

25.03 Notice to Joint Operations Committee

Any notice, communication or other document to be given to the Joint Operations Committee shall be sufficiently given by giving same to at least one committee member representing each of the two corporations either personally or by ordinary mail, postage prepaid, addressed to such members' corporation's address for service.

25.04 Omissions and Errors

a) 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 or any business conducted at any meeting held pursuant to such notice or otherwise founded thereon.

b) The Corporation shall not be obliged to give notice to any owner who has not notified the Corporation that he/she/it has become an owner or to any mortgagee who has not notified the Corporation that he/she/it has become a mortgagee and has been authorized or empowered in the mortgage to exercise the right of the mortgagor to vote.

c) The address of each owner and mortgagee shall be their respective addresses as shown on the record of the Corporation, provided that the Corporation shall also be entitled, but not obligated, to send notice to the owner at the address of the owner's unit and to the mortgagee at the address shown for the mortgagee on the mortgage that is registered in the Land Registry Office until the Corporation is given written notice of a different address for such mortgagee or owner.

25.05 Notices of Meetings
A notice of a meeting of owners shall meet the criteria set out in Article 6.04 hereof.

25.06 Record Date
In the case of a notice to owners that is not a notice of meeting of owners, the persons whose names appeared in the record 5 days before the day the notice is given shall be deemed to be the persons to whom the notice is required to be given.

26.00 JOINT OPERATIONS COMMITTEE

26.01 Committee
Section 19 of the declaration of the Corporation and also of YCC 531 provides that the use and maintenance of the recreational and other facilities shared by the two corporations shall be governed by a Joint Operations Committee to be established by the two corporations, in accordance with the by-laws. The governing document of the Joint Operations Committee is the Jointly Owned Facilities Agreement made as of the 6th day of September 2001.

26.02 Ownership
Ownership of the outdoor tennis court designated as Unit 4, Level 1 on Metropolitan Toronto Condominium Plan No. 570, together with the recreation centre designated as Unit 179, Level A and the three outdoor tennis courts and swimming pool designated as Unit 4, Level 1, all on York Condominium Plan No. 531 (the "Recreational Facilities") and the security gatehouse designated as Unit 5, Level 1, on York Condominium Plan No. 531 shall be shared equally between this corporation and the adjacent condominium corporation, being York Condominium No. 531, the two corporations sometimes referred to as "the two corporations."

26.03 Provisions
The following provisions shall apply with respect to the recreational facilities and the security gatehouse unit:

a) the use and maintenance of the recreational facilities and security gatehouse unit, as well as the provision of services, staff and equipment for same, shall be governed by the Recreation Committee, also known as the Committee or the Joint Operations Committee. The Committee shall consist of ten (10) members each of whom shall be a member of the board of directors of one of the two corporations, with each board appointing five (5) members of the Committee including in such appointments the president of each board. Where a board has less than five(5) members, then such board shall be entitled to appoint any unit owner in such corporation to fill any vacancy on the Committee pending the appointment or election of a new board member or members whereupon such appointed or elected board member or members shall be appointed by the board in question to fill such vacancy or vacancies.

b) Seven (7) members of the Committee shall constitute a quorum, provided that each of the two corporations shall have at least three (3) members appointed by each of such corporations at any meeting of the Committee.

c) All decisions of the Committee shall be by a majority vote. Each member shall have one (1) vote (including the Chairperson) and the Chairperson shall not have an additional or casting vote. In the case of a tie vote, the matter being considered shall be considered to be defeated.

d) The Committee shall, inter alia, be responsible for the following:
    i) establishing rules of conduct and procedure with regard to the use of the recreational facilities and the security gatehouse;

    ii) the provision of heat, hydro, water, recreational programs and staff for the recreational facilities and the security gatehouse;

iii) the provision, replacement or maintenance of equipment and buildings for the recreational facilities, security gatehouse and the Shared Assets (as defined below) of the two corporations; and

iv) the submission of a budget outlining the costs of the matters listed in (ii) and (iii) above and in (e) (i), (ii) and (iii) below, together with the costs of municipal taxes, and common expenses, as and when required by each of the two corporation, but at least once annually.

e) The board of directors of each of the two condominium corporations shall jointly determine such other provisions relating to the conduct and operation of the Committee consistent herewith including negotiation and providing of contracts to manage:

i) the Shared Assets of the two corporations. The Shared Assets shall mean the Jointly Owned Facilities, defined as including Unit 179 , Level A, Unit 4, Level 1, and Unit 5, Level 1, on York Condominium Plan No. 531, and Unit 4, Level 1 on Metropolitan Toronto Condominium Plan No. 570, and other assets of the Committee, and all appropriate equipment chattels and materials that are acquired for use therein and the walkways and roadways, the trees, lawns, flowers and bushes and all appropriate equipment, chattels and materials that are acquired for use thereon;

ii) the Shared Services for the two corporations. Shared Services shall include interior building cleaning services, security services, pool maintenance and life guard services, window cleaning services, carpet cleaning services, mechanical maintenance services and fan coil unit servicing for each of the two condominium corporations and the Jointly Owned Facilities; and

iii) the Surface and Roadway Services for the two corporations. Surface and Roadway Services shall include landscaping, snow clearing, snow removal, tree care, garage cleaning, road repair and maintenance.

27.00 MISCELLANEOUS

27.01 Invalidity
The invalidity of any article, clause, sentence, phrase or word contained in this by-law shall not impair or affect in any manner the validity and enforceability or effect of the balance thereof. In the event it is determined that any part of such provision is invalid, the most minor individual part thereof shall be deleted therefrom, provided the balance of the provision remaining shall continue in full force and effect subject to such minor amendments as may be required to give proper effect to the remaining provision's original intended meaning.

27.02 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.

27.03 Headings
The headings in the body of this by-law form no part hereof but shall be deemed to be inserted for convenience of reference only.

27.04 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.

27.05 Conflicts

a) In the case of a conflict or ambiguity between the provisions contained in the Corporation's declaration, by-laws or rules and any provision contained in the Act, Regulations or any applicable common law decision, the Act, Regulations and common law decisions shall prevail.

b) In the case of a conflict or ambiguity between the provisions contained in the Corporation's declaration and any provision in the by-laws or rules, the declaration shall prevail.

c) In the case of a conflict or ambiguity between the provisions contained in this by-law and the Corporation's rules, the provisions of this by-law shall prevail.

d) In the event no conflict or ambiguity arises between the provisions contained in this by-law and the provisions of the Act, Regulations, any common law decision and the Corporation's declaration, the provisions of this by-law shall prevail.

28.00 ENACTMENT

28.01 Enactment
The foregoing by-law is hereby passed by the board of the Corporation (subject to approval by the owners) at a meeting of directors duly called and held on the 24th day of June, 2003.

Jim Ronan   Mary Buie   C/S

President - Jim Ronan   Secretary - Mary Buie

The foregoing by-law was duly enacted by the owners of a majority of the Corporation's units voting in favour of confirming it at a meeting of owners duly called and held on the 25th day of September, 2003.

Jim Ronan   Mary Buie   C/S

President - Jim Ronan   Secretary - Mary Buie

SCHEDULE "A"
MEETING RULES OF CONDUCT

The following Meeting Rules of Conduct should be followed by all participants at our Condominium Corporation's meetings of owners:

1) **Welcome!** Owners are encouraged to attend and speak at owners' meetings.

2) **Recognition**	Raise your hand or line up at the microphone (if provided) and wait to be recognized by the Chair. Please speak in turn and do not interrupt other speakers.
3) **Name & Unit**	Begin by clearly stating your name and unit number once the Chair has recognized you. Please speak loudly and clearly so all in the room can hear you.
4) **Relevancy**	Comments should be relevant, concise and restricted to current Agenda items. If a topic of interest to you is not listed on the Agenda, please raise it for discussion during the "Other Business" portion of the Agenda.
5) **Be Concise**	Please take the floor for no more than 2 suggestions/questions at a time, and speak no more than 3 times during the meeting, for a total maximum of 2 minutes in each case. Let others have their turn.
6) **Conduct**	Please govern your conduct in accordance with normal standards of good behaviour, decorum and integrity. Please respect your fellow unit owners and the Chair. Please avoid defamatory statements, interruptions, shouting and disruptions. In order to persuade others to your views, avoid antagonistic confrontations and diatribes.
7) **Unit Issues**	Unit-specific issues should be discussed on a separate occasion with the property manager, or by a letter to the board of directors, rather than wasting everyone's time with individual concerns. Focus on suggestions for the board's consideration which benefit the Corporation as a whole.
8) **Procedure**	The Chair shall impartially maintain the fair and proper conduct of the meeting and will decide all issues pertaining to registration, quorum, notice, proxies, ballots, votes, meeting procedure, order, and timing, subject to the *Condominium Act*, the Corporation's By-laws and Rules of Order.
9) **Suggestions**	During the "Other Business" portion of the Agenda, the board welcomes your constructive suggestions to improve the Corporation and reduce costs.
10) **Removal**	The Chair may require any disruptive owner who has been called out of order twice to leave the meeting.

2000 Islington

BY-LAW NO. 8

being the STANDARD UNIT BY-LAW of
Metropolitan Toronto Condominium Corporation No. 570
(the Corporation)

WHEREAS the Corporation wishes to define the Standard Unit of the Corporation in relation to the Corporation's and the Owners' obligations to repair after damage and to insure, and to identify the Included Components within the Standard Unit, in accordance with Sections 56(1) (h), 89 and 99 of the *Condominium Act, 1998* (the Act).

BE IT ENACTED as a By-law of the Corporation as follows:

1. **Classes of Standard Unit**
The Corporation shall have one class of Standard Unit, to be called the Dwelling Standard Unit.

2. **Standard Unit**
The Dwelling Standard Unit shall consist of the basic Dwelling Unit and those Included Improvements defined and identified in Section 3 below. The basic Dwelling Unit is defined, delimited and bounded and shall have the specified inclusions and exclusions set out in Schedule C of the Declaration. Notwithstanding the generality of the foregoing, the improvements made by the Declarant to the basic Dwelling Units shall be limited to those identified as Included Components in Section 3 hereof and as further described on Schedule A hereto. These Included Components shall form part of the Dwelling Standard Unit; further, those Excluded Components and Excluded Perils listed in Section 4 below shall be excluded from the Dwelling Standard Unit and shall not be or be deemed to form part of a Dwelling Standard Unit.

3. **Included Components**
Included Components shall be deemed to constitute improvements made to a unit by the declarant before registration of the declaration and description as referred to in Sec. 89 (5) of the Act. They shall mean and consist only of the following components as originally installed by the declarant whether before or after registration of the declaration, (or replaced thereafter to the extent they meet the as-built building standard when originally constructed), and which are located, or deemed to be located, within the unit boundary of a Dwelling Standard Unit:

   i) all unit-side ceiling construction components such as bulkheads, drop ceilings, ceiling drywall and the plaster covering of the ceilings, excluding any painted surfaces of such ceilings;
   ii) all unit-side wall construction components and wall drywall taped and primed, but not the painted or papered surface thereof or any other materials or finish, but including original tiling on kitchen and bathroom walls;
   iii) all unit-side floor construction components and flooring, including the upper concrete floor surface thereof, but excluding carpeting, underpadding, marble, tile or wooden flooring, sound-proofing and other flooring and any other improvements or betterments, whether originally installed by the declarant or an Owner;
   iv) all interior non-bearing dividing walls as originally installed, all interior doors, frames and appurtenant hardware, cupboards and closets and the shelving thereof but not their mirrored door coverings;
   v) all baseboards, quarter-round and mouldings;
   vi) all electrical switches, outlets, connection boxes, wiring and electrical items

ancillary thereto, but excluding lighting fixtures;

vii) bathtubs, shower stalls, sinks, toilets and in-unit plumbing, pipes, drains, taps, shower heads and fixtures;

viii) all in-unit heating, air conditioning and ventilating equipment, exhaust fans, radiators, thermostats, ducts, pipes and related components, including electric baseboard heaters;

ix) smoke and heat detectors (excluding batteries),fire alarm, security alarm, sprinklers, intercom, thermostats and exhaust fans;

x) all kitchen and bathroom cabinets and counter tops; and

xi) fireplaces, dampers and chimneys.

The Included Components may be more fully described on Schedule A hereto. Items not listed above or which are specifically excluded above or listed in Section 4 hereof shall not form part of the Dwelling Standard Unit.

4. **Exclusions**

Notwithstanding the foregoing definition of the Included Components, and for greater certainty, a Dwelling Standard Unit shall exclude all of the following Excluded Components; Excluded Perils shall be excluded from the Included Components and shall not form part of a Dwelling Standard Unit:

(a) **Excluded Components**

i) any portion of another unit, of the assets of the Corporation and its common elements, including, without restriction, such pipes, wires, cables, conduits, ducts, flues, mechanical and similar apparatus that supplies any service to more than one unit, or that may lie within the boundaries of the Dwelling Standard Unit but which do not service that particular unit;

ii) any extras ordered from the declarant by the original purchaser of a unit;

iii) any improvement to or betterment made by an Owner or resident to a Dwelling Standard Unit;

iv) any improvement, betterment or substitution for an original Included Component, to the extent it is different in nature, greater in scope, or of a quality exceeding the building standard Included Component originally as-built (provided that insurance proceeds shall be payable to the extent any such item constitutes an insured and building standard Included Component originally as-built);

v) finishes on all walls, floors, ceilings, doors, windows, cabinets and other surfaces including, without restriction, paint, wallpapering and any other wall coverings or finishes;

vi) light fixtures, appliances, facilities and equipment (other than as listed above as an Included Component), furniture, ornaments, window coverings, household and personal effects and contents;

vii) carpeting, underpadding, floor tiles (marble or other), tile and wood flooring, sound-proofing and other flooring materials, and any other improvement or betterment, whether originally installed by the declarant or by an Owner.

(b) **Excluded Perils**

i) maintenance, cleaning and repairs or replacement arising from wear and tear rather than from a specific event of damage;

ii) any maintenance for which the unit Owner is deemed to be responsible in accordance with any maintenance obligation stated in the Corporation's declaration;

iii) the insurance deductible as referred to in Article 9 below;

iv) damage caused to the Dwelling Standard Unit by a willful or criminal act of the Owner of the Dwelling Standard Unit, or of a tenant, resident, employee, agent, contractor, visitor or guest thereof;

v) an item, event, provision or exclusion in the Corporations insurance policy, to the extent it precludes the Corporation or the Owner from receiving insurance proceeds to pay the cost of a repair after damage;

None of the Excluded Components and Excluded Perils will be covered by the insurance to be taken out by the Corporation.

5. **Repair After Damage**

(a) The Corporation's and the Owners' repair obligations provided in the Declaration are as set out on Schedule B hereto.

(b) The Corporation shall repair after damage the common elements and assets of the Corporation. The cost thereof shall be a common expense. Subject to the declaration, each Owner shall repair after damage his units, including the Dwelling Standard Unit (being the basic Dwelling Unit with the Included Components) as well as any applicable patio area appurtenant to the basic Dwelling Unit, and also the Owner's Parking Unit and Storage Unit.

(c) A repair after damage shall constitute repair of damage or failure of the Dwelling Standard Unit caused by a specific event included among the major perils referred to in s. 99 (1) of the Act and by other extended perils specified in the Act or the Declaration, and by such other perils as may be insured against in insurance taken out by the Corporation, so long as any such peril is not listed in this by-law as an Excluded Peril. Major perils shall include fire, lightning, smoke, windstorm, hail, explosion, water escape, strikes, riots or civil commotion, impact by aircraft or vehicles, vandalism or malicious acts, only in the event and to the extent the peril is insured by the Corporation's insurance policy, and only to the extent that insurance proceeds are paid to the Corporation.

(d) Subject to the provisions contained in the declaration, the Owner shall have a duty to repair or replace after damage or failure the Dwelling Standard Unit (and where applicable, a patio area) together with such Excluded Components as the Owner may deem appropriate, and the Corporation shall provide such insurance proceeds and repair services as may be stated in this By-law and the Declaration. In the event the Owner of a unit fails to repair or replace after damage or failure the Dwelling Standard Unit (and where applicable, a patio area) within a reasonable time, the Corporation shall have a duty to repair same, but not an Excluded Component or Excluded Peril listed in Article 4, whereupon the cost of such repair shall be charged back to the Owner in accordance with the Act to the extent insurance proceeds do not cover such costs.

6. **Quality Control**

(a) All repairs after damage of Included Components shall be completed in a good and worker-like manner, using first class quality, new, unused materials of like kind and quality at least equal to the as-built building standard when originally installed by the Declarant in the unit, finished in a manner which matches abutting finishes on the same surface. All materials shall comply with and be installed in accordance with all applicable government or industry standards.

(b) The board of directors reserves its right in its sole discretion at any time to designate substituted materials for an Included Component that are as reasonably close in quality to the original as is appropriate in accordance with current construction standards and availability of such materials.

(c) The Corporation or its insurer shall be entitled to approve or select the repair contractor and the method, timing and scope of the repair in accordance with the criteria set out in this By-law and in the Corporation's policy of insurance.

(d) In the event the Owner wishes to improve, better or make an upgrade to any damaged Included Component, the Owner may request the Corporation's insurer to pay to the Owner the cash equivalent value required to repair or replace the Included Components to the original as-built building standard, subject to determination by the Corporation and the insurer of the cash equivalent value. The Owner shall expeditiously complete the repair to any such damaged Included Component.

7. **Insurance by the Corporation**

(a) Pursuant to the Act, the Declaration and this By-law, it shall be a duty of the Corporation to obtain and maintain insurance on its own behalf and on behalf of the Owners for damage to or failure of the basic Dwelling Units, Parking Units and Storage Units, the Included Components (but not to the extent any Exclusion is applicable) and the common elements and assets of the Corporation that is caused by a major peril as defined in Article 5 (c) herein, or by any of the other perils that the declaration of the Corporation specifies. Any such insurance shall be on a replacement cost basis and subject to such reasonable deductibles as the directors may decide. The cost thereof shall be a common expense. Such policies of insurance shall be in accordance with the terms of the Declaration and the Act; notably, they shall contain waivers of subrogation against the Corporation's manager, agents, employees, directors and officers and against the Owners and any resident, tenant, invitee or licencee of a unit, except for damage arising out of arson or a criminal act caused by any one of the above.

(b) The Included Components referred to in Article 3 hereof do not constitute improvements made to a unit (i.e. improvements made to a unit either by a person other than the declarant or after registration of the declaration and description, commonly known as Owner's improvements) with respect to which insurance by the Corporation is precluded by s. 99 (4) of the Act. Instead, the Included Components shall form part of the Dwelling Standard Unit and the Corporation shall insure them as permitted by s. 56 (1) (h) of the Act.

8. **Insurance By Owners**

(a) Each Owner shall be solely responsible to obtain and maintain insurance against all risks not insured under insurance taken out by the Corporation, including property damage insurance on additions, improvements and betterments made by an Owner to the unit, together with those made by an Owner to exclusive-use common elements, and on all furnishings, fixtures, equipment, decorations and all personal property and chattels within the unit, and personal property and chattels stored elsewhere on the property, including automobile(s), and for loss of use and occupancy of the unit in case of damage.

(b) Each Owner shall also be responsible to obtain and maintain:

i) public liability insurance covering any liability of an Owner, resident or tenant of the unit, or any of their employees, agents, visitors or guests, to the extent not covered by any public liability and damage insurance obtained and maintained by the Corporation;

ii) insurance covering loss of use of occupancy and additional living expenses incurred by the Owner if forced to leave his dwelling unit by one of the perils insured against under the Owner's personal policy;

iii) insurance covering special assessments levied against the Owner's unit by the Corporation;

iv) insurance covering the amount of the deductible under insurance taken out by the Corporation;

v) contingent insurance covering risks not insured under insurance taken out by the Corporation; and

vi) other insurance coverages which may be obtained as part of a comprehensive condominium Owner's insurance package.

Such insurance shall contain waivers of subrogation against the Corporation, its manager, agents, employees, officers and directors and against the other Owners, residents or tenants of any unit, except for any damage arising from vehicle impact, arson or a criminal act caused or contributed by any of the above persons.

9. **Owners' Responsibility for Deductible Under Corporation's Insurance**

(a) The Corporation's insurance shall provide full replacement value coverage for each insured component subject to a deductible that in the opinion of the Corporation is reasonable in the circumstances applicable to the Corporation. If damage to the unit is caused by an act or omission of the Corporation or its directors, officers, agents, contractors or employees, the deductible amount shall be a common expense.

(b) The Owner's responsibility for the insurance deductible amount under the Corporation's insurance shall be determined in accordance with Article 17.01 of the Corporation's By-law No. 7.

10. **Reasonable and Consistent**

This By-law shall be reasonable and consistent with the provisions set out in the Act and the Corporation's Declaration. In the event that any provision set out herein conflicts with any specific provision of any other by-law or rule of the Corporation, the provisions set out herein shall supercede and replace any such conflicting provision to the extent necessary to carry out the objectives of this By-law. In the event any provision set out herein is held to be unenforceable, only the specific unenforceable aspect of a provision shall be severed from the provision and such remaining portion of the provision as may be enforceable shall continue in full force and effect. This By-law shall take effect once it has been duly executed and registered on title at the Land Registry Office.

11. **Dispute Resolution**

(a) In the event any dispute arises with respect to any of the provisions set out herein, including, without restriction, the interpretation or legal effect of any such provision, the nature, scope, location or extent of any as-built standard Included Component or any Exclusion, the applicable method of construction or quality of materials or workmanship, the Corporation and any unit Owner, insurer or contractor shall determine the appropriate Included Component within the context of any applicable photograph or a sample of an Included Component in the possession of the Corporation, or by a physical inspection of a suite containing such Included Component as originally installed.

(b) The Corporation shall have the exclusive right, pursuant to s. 30 (b) of the Declaration, on behalf of itself and as agents for the Owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation, and to give such releases as are required, and any claimant, including the Owner of a damaged unit, shall be bound by such adjustment. After receiving the input of all parties concerned, the written decision of the board of directors on any of the foregoing issues shall be final and binding, unless any party disputing that decision provides a written mediation notice to the board and any other participating party within 15 days after the board has provided written notice of its decision to each party at its address on the Corporation's record or at any other last known address, in which event the parties shall mediate and if necessary, arbitrate, the issue in dispute in accordance with Section 132 of the Act, subject to any mediation or arbitration provisions as may be set out in a By-law of the Corporation.

12. **Execution and Further Assurances**

The President and the Secretary or any two Directors of the Corporation be and they are hereby authorized and directed to execute under the seal of the Corporation this By-law, a Document General and Certificate and such further or other documents or assurances as may be requisite and appropriate, generally in accordance with the terms and conditions set out herein and upon such further and other terms and conditions as the Board considers appropriate in the circumstances.

Schedule "A"
Standard Unit By Law No. 8
Metropolitan Condominium Corporation. No. 570

Included Components Description and Specifications

The following are descriptions of Included Components of a Dwelling Standard Unit refered to in Article 2 of the By Law (Also see photos on CD in Management Office)

ITEMS	MANUFACTURER	MODEL	DESCRIPTION/SPECS
WALLS & CEILINGS			
Drywall	Canadian Gypsum		1/2" x 48" x 96"
DOORS & WINDOWS			
Interior doors			30"&24" full&bi-partx6'8"x1 3/8 holl core
Interior door frames			Knock down steel
Closet doors			Wood bi-parting- see above
Door hardware	Falcon		
Door locks	Medeco		Unit entry door only
Skylights			Penthouse suites only
FINISH CARPENTRY			
Baseboards			2 1/2" pine
Kitchen Cabinets			New England Oak
Kitchen Counters			Laminate
Bathroom Cabinets			Inset mirrored steel, hinged outer sections
Bathroom counters			Travertine
Bathroom vanity			Travertine
Hallway & Bedroom closets			Drywall on steel studs
PLUMBING & FIXTURES			*See spec. binder in Managent*
			for futher details
Kitchen taps	Delta#4000		with hose & spray
Kitchen sink	American Standard		Prestige Double- stainless steel
Kitchen drain	Elka		Copper & brass
Plumbing within unit			Copper
Bathroom sink taps	Delta	3544 8"	Acrylic handles
Bathroom taps	Delta	1648or1604	New Roman
Shower head	American Standard	Delta 1648	Spray chrome
Bathtub	American Standard		5ft/6ft antique white/ bone as case may be
Jacuzzi	Jacuzzi		
Shower stall	Keystone		
Bathroom sink	American Standard		Bone White chine-under counter
Toilet	American Standard	Cadet 2	bone white Olsonite seat& cover
Bidet-12's only	American Standard	Madval	bone white
MISCELANEOUS			
Bathroom & Vanity lighting			Fluorescent fixtures in wood valance
Kitchen lighting			Fluorescents in transluscent drop ceiling
Thermostats & fan coils (2)	Honeywell		living, den & bedrooms
Intercom, vents and ducts			inset in hall ceiling & walls

2000 Islington

"Schedule B"
to the Standard Unit By-Law No. 8
Metropolitan Toronto Condominium Corporation No. 570

Repair Obligations
Extracted from the Declaration

Section 27 Maintenance and Repairs to Unit6

a) Each Owner shall maintain his unit, and, subject to the provisions of the declaration, each Owner shall repair his unit after damage all at his own expense. The Owners of units 1 B 6 on level 26 having fireplaces constructed as part of their units, shall be responsible, at their own expense, for the cleaning and sweeping, where necessary, of the chimney appurtenant to such fireplace and unit.

b) The Owners of Units 1 and 2 on Level A, and the Owner of Unit 6 on Level 26, shall be solely responsible for maintaining and repairing the patio areas (including all landscaping, fixtures and/or wood decking enclosed therein), which patio areas are designated in the Description as exclusive use common element areas of said units. Moreover, the Owner of Unit 6 on level 26 shall also be responsible for maintaining and repairing the wrought iron and cedar privacy fence bordering such patio area, but he shall not be responsible for repairing any part of the roof which lies beneath the wood decking located within the said patio area, nor for repairing any part of the roof that lies beyond the enclosed patio area.

c) Notwithstanding anything hereinbefore provided to the contrary, each Owner shall be responsible for all damages to any and all other units and to the common elements, which are caused by the failure of such Owner to so maintain and repair his unit, save and except for any such damages for which the cost of repairing same may be recovered under any policy of insurance held by the Corporation.

d) The Corporation shall make any repairs that an Owner is obligated to make and that he does not make within a reasonable time, after written notice is given to such Owner by the Corporation. In such event, an Owner shall be deemed to have consented to having repairs done to his unit by the Corporation. The Owner shall reimburse the Corporation in full for the cost of such repairs, including any legal or collection costs incurred by the Corporation in order to collect the costs of such repairs, and all such costs shall bear interest at the rate of eighteen per cent (18%) per annum until paid by the Owner. The Corporation may collect such costs in such instalments as the board may decide upon, which instalments shall be added to the monthly contributions towards the common expenses of such Owner, after receipt of written notice from the Corporation thereof, and shall be treated in all respects as common expenses and recoverable as such.

e) In addition to the requirements of section 124 of the Act, which are imposed upon the Corporation when the building has been damaged, the Corporation shall deliver, by registered mail to all mortgagees who have notified the Corporation of their interest in any unit, notice that substantial damage has occurred to the property, along with notice of the meeting to be held to determine whether or not to repair such damage.

Section 28 - Maintenance and Repairs to Common Elements

a) The Corporation shall maintain and repair after damage the common elements. This duty to maintain and repair shall extend to all doors which provide access to the units, all windows (except maintenance to the interior surfaces thereof, and exterior surfaces accessible by balconies, the responsibility for which shall be left to the affected unit Owner), and all exclusive use portions of the common elements, except that in respect of balconies set aside for the exclusive use of the designated Owner, the responsibility for their maintenance only shall rest upon the Owner enjoying exclusive use of same.

b) Every Owner from time to time shall forthwith reimburse the Corporation for repairs of windows and doors serving his unit, caused by his negligence or the negligence of residents, tenants, invitees or licencees of his unit.

The foregoing By-law is hereby passed by the board of directors of the Corporation (subject to the required consent of Owners) at a meeting of directors duly called and held on the 24 day of July 2003, pursuant to s. 56 of the *Condominium Act, 1998.*

DATED this 21 day of October, 2003. c/s

Jim Ronan
(Signature) JIM RONAN - PRESIDENT

Jim Ronan
(Print) JIM RONAN- PRESIDENT

Mary Buie
(Signature) MARY BUIE - SECRETARY

Mary B.
Mary Buie
(Print) MARY BUIE- SECRETARY

The foregoing By-law is hereby consented to by Owners who own at least a majority of the units of the Corporation at a meeting of the Owners duly called and held on the 25 day of September 2003, pursuant to s. 56 of the *Condominium Act, 1998.*

DATED this 21 day of October, 2003.

c/s

Jim Ronan
(Signature) JIM RONAN - PRESIDENT

Jim Ronan
(Print) JIM RONAN- PRESIDENT

Mary Buie
(Signature) MARY BUIE - SECRETARY

Mary Buie
Mary Buie
(Print) MARY BUIE -SECRETARY

c/s

ELECTRONIC COMMUNICATIONS BY-LAW NO. 9

Metropolitan Toronto Condominium Corporation No. 570
(the "**Corporation**")

WHEREAS in order to facilitate efficient and full participation in the process of finalizing board decisions in accordance with available electronic criteria, the Corporation wishes to enable board meetings by teleconference and electronic means to facilitate decisions by the board in accordance with the criteria set out in this by-law;

AND WHEREAS the Corporation wishes to enable **electronic communications** between the Corporation and its unit owners by any viable electronic or telephonic means (which may include any electronic, digital, magnetic, optical, telephonic, facsimile, email, internet, webinar, broadcast, television or by any other technological software, hardware, media or system or by any other means which can reliably communicate the transmission, receipt, storage and use of information);

AND WHEREAS the Corporation wishes to enable owners to be present, participate and vote at meetings of owners by electronic ballots pursuant to an electronic voting system and to enable traditional, hybrid and virtual meetings of owners as may be appropriate in the circumstances;

AND WHEREAS the electronic communication provisions set out herein shall compliment, fulfill and supersede any conflicting provisions contained in any other By-law of the Corporation and shall be up-dated and amended by any improvements in enabling technology or systems and by any applicable amendments to the *Condominium Act, 1998* (the "Act") and any other legislation, regulation, by-law or edict of a public authority having jurisdiction, once approved by a resolution of the Board in response thereto;

NOW THEREFORE, BE IT ENACTED as a By-law of the Corporation as follows:

ARTICLE 1.00 – BOARD MEETINGS & DECISIONS

1.01 Meetings of the Board
Board business shall be conducted at a board meeting where each of the directors is present in person, or by teleconference in accordance with Article 1.02 hereof, or by electronic mail in accordance with Article 1.03 hereof, or by an electronic vote of the directors in accordance with Article 1.04 hereof. Notice of a meeting may be delivered personally, by prepaid mail, or by any form of electronic communication to all directors at their latest address shown on the record of the Corporation at least 48 hours before the date and time of the directors' meeting, or upon shorter notice when all directors consent thereto.

1.02 Board Meetings by Teleconference
Board business may be held by means of a private concurrent teleconference or any form of concurrent electronic conference, or by any other means of concurrent transmission of information to all directors, subject to the consent of all directors during such meeting or as permitted unanimously by the directors pertaining to all board meetings held thereafter until revoked by any director. Any decision or resolution agreed by a majority of the directors participating in such meeting duly called and held where a quorum of directors is participating shall become a binding resolution of the board after a vote of directors when confirmed by the chair of the meeting.

1.03 Interim Executive E-mail Decisions
The board may discuss and conduct Corporation business by e-mail between board meetings, if all directors are concurrently copied on each e-mail and all applicable information is attached thereto. Reference to an email in this Article 1.03 shall include any other form of electronic communications when concurrent transmission, receipt and ability to store any such electronic communication enables a practical and rapid sharing of information agreed by all directors. A vote by any such email shall become a resolution of the board in written finalized form without amendments when confirmed

by e-mail sent by each of the directors to all other directors and shall thereupon constitute binding authorization to the Corporation to act in accordance with such e-mail decision, provided that:

a) in the case of a specific emergency, the Manager shall be entitled to respond within the scope of its authority or the board shall be entitled to make a binding decision by e-mail addressed concurrently to all directors disclosing available information and requiring a specified emergency decision within a specified deadline, where a majority of the directors have responded by email agreeing to a particular emergency decision;

b) board decisions pertaining to any matter which materially affects the rights of unit owners or financial matters having a value of more than 5% of the Corporation's budgeted common expenses for the current fiscal year may be discussed by e-mail, but any decision with respect thereto shall be decided at a meeting of the board duly called and held in person or by concurrent teleconference; and

c) any director can record his or her refusal to vote by e-mail before any deadline to cast the vote, in which event, the matter shall be decided at a meeting of the board.

1.04 Electronic Votes of the Board
The board may pass a resolution authorizing the board to hold a vote with respect to any board decision by utilizing the services of an electronic software platform, facility or system generally in use by condominium corporations, which enables electronic voting by any electronic or telephonic means of communication, (the Corporation's "**electronic voting service provider**") subject to compliance with all criteria required by the Act, other legislation, by-laws or edicts of a public authority and any regulations applicable thereto, any criteria applicable to the electronic voting system and any criteria established by the board from time to time.

ARTICLE 2.00 – ELECTRONIC COMMUNICATIONS WITH OWNERS

2.01 Electronic Communications with Owners
The board shall pass a resolution to approve and enable the Corporation to exchange electronic communications with owners and residents either by electronic mail, facsimile, internet, website or permitted broadcast as may be established by the Corporation in addition to all other permitted means of giving notice, provided that such owners and residents confirm in writing their agreement to communicate with the Corporation electronically when required by any criteria as may be established by the Act, other legislation, regulation, by-law or edict of a public authority. The Corporation's manager, a director or officer shall be entitled to sign by an automatic digital signature and process any such agreement on behalf of the Corporation.

ARTICLE 3 – ELECTRONIC VOTING BY OWNERS

3.01 Quorum
Quorum for a meeting of owners may be established by the physical attendance of an owner at a meeting in person or by a proxyholder named in the owner's proxy form, or by mail-in ballot, or when indicated by telephonic or electronic means, if the Corporation makes available to owners a medium controlled by the Corporation or its electronic voting service provider whereby owners are able to confirm their participation in quorum for the meeting or for other voting purposes. To count towards the quorum, an owner must be entitled to vote at a meeting and shall be present at the meeting or represented by proxy. An owner is also deemed to be present at any meeting which offers remote or virtual participation if that owner votes at the meeting or establishes a communication link to the meeting.

3.02 Methods of Voting
Votes for all questions proposed for consideration of the owners at a meeting of owners

may be cast by a show of hands, personally or by proxy, or a recorded vote that is: (i) marked on a ballot cast personally or by a proxy; (ii) marked on an instrument appointing a proxy; or (iii) indicated by telephonic or electronic means if the Corporation makes available to owners a medium controlled by the Corporation or its electronic voting service provider by which owners are able to cast a recorded vote by telephonic or electronic means (the "**electronic voting system**").

3.03 Electronic Voting by Owners
A vote cast by electronic voting shall be deemed to be a ballot (the "**electronic ballot**") for the purposes of any vote conducted at the meeting at which the electronic vote was cast. The electronic ballot shall be counted for attendance purposes towards quorum as if an owner were present at the meeting. The electronic ballot shall enable voting on agenda topics when exercised prior to the specified voting deadline only by one identified owner of any unit entitled to vote, but by no other person. The electronic ballot is valid when cast for only the specific meeting of owners and expires automatically after the completion of the meeting of owners.

3.04 Electronic Voting System
The electronic voting system shall set forth each question proposed for consideration that will be the subject of a vote at a meeting of owners, including the opportunity to vote for or against each question, for nomination and voting for one or more eligible candidates for election to the board, or only for the purpose of establishing attendance for quorum purposes. The electronic voting system shall be operated by the Corporation's electronic voting service provider in compliance with all voting, election and communication criteria set out in the Act, any applicable legislation, regulation or by-law of the Corporation. The electronic voting system shall authenticate the validity of each vote to ensure only one vote per unit by an owner thereof and that the vote is not altered in transit. The electronic voting system shall separate any authentication or identifying information of the owner and unit from the electronic ballot, rendering it impossible to trace an electronic ballot to a specific owner.

3.05 Records
The electronic voting system shall retain an electronic record of the time and date an owner casts the electronic ballot, specifying the vote cast. An electronic report automatically generated by the electronic voting system which tabulates electronic votes may be relied upon or counted by the scrutineers and/or chair at a meeting of owners for the purpose of tabulating votes for all questions proposed for consideration of the owners (the "**electronic voting record**").

Each electronic voting record shall be deemed to be a ballot for the purpose of the Corporation's obligation to maintain records in accordance with the Act.

All aspects of the electronic voting system shall be managed impartially and securely by the Corporation and its electronic voting service provider in a way that: i) the Corporation is capable of reliably reproducing any required information in an accurate and intelligible form within a time that is reasonable and compliant with the Act or its regulations; ii) unauthorized access is prevented by the use of a password and other reasonable methods of protection; iii) the data rapidly and accurately tabulates and reports the voting results; and iv) data is automatically backed up and recovery of files is available and reasonably protected against loss, damage or inaccessibility of information.

Any owner shall be entitled to exercise a right to access and copy such voting results in accordance with the requirements of the Act and Regulations applicable thereto, where identification of each unit owner or unit has been redacted. The criteria applicable to electronic voting shall be subject to such additional or superseding criteria as may be established by the board from time to time.

3.06 Hybrid Meeting of Owners
The board shall be entitled to call and hold a hybrid meeting of owners in which case unit owners may choose to attend in person, by proxy or to attend remotely and vote by an electronic ballot under the electronic voting system. Owners attending remotely may observe proceedings displayed on the Corporation's selected electronic or

telephonic platform adopted for that meeting, subject to such criteria as may be established by the board. All other criteria applicable to a traditional meeting of owners in person with respect to notice, agenda, proxy form and other meeting documents and procedures shall be complied with or adjusted to suit the circumstances, in the discretion of the board or the chair of the meeting. Proxy forms for a hybrid meeting of owners may be completed by the Corporation to designate the chair of the meeting as the sole Proxyholder, to limit physical attendance by other persons or proxyholders.

3.07 Virtual Meetings of Owners

Where the board determines it is in the best interests of the Corporation, the board may call and hold a virtual meeting of owners instead of a traditional meeting where owners are present in person. Only the chair of the meeting and any additional necessary persons may be in attendance and owners shall physically be excluded from the meeting but deemed present at the meeting if they vote or establish a communication link to such meeting. Owners may participate remotely and electronically or telephonically in the meeting by utilizing the services of an electronic platform, facility or system generally in use by condominium corporations which enables electronic voting and attendance by any electronic or telephonic means of communication specified by the board and which allows participation in the meeting through electronic or telephonic means.

3.08 Notice Package Criteria

The notice of meeting shall provide all information necessary to enable owners' remote observation and a means to participate by submitting questions or comments at the meeting, as well as any instructions applicable to pre-meeting comments or questions, nominations of candidates for election, attendance, quorum, voting and any other applicable issue, subject to further criteria as may be established by the board. Proxy forms for a virtual meeting of owners may be completed by the Corporation to designate the chair of the meeting as the sole Proxyholder, to eliminate physical attendance by other persons or proxyholders. Otherwise, all criteria applicable to a traditional meeting of owners in person with respect to notice, agenda, proxy form and other meeting documents and procedures shall be complied with, adjusted to suit the circumstances, in the discretion of the board or the chair of the meeting.

IN WITNESS WHEREOF the foregoing By-law No. 9 was passed by the Board of Directors of the Corporation on the 14 day of SEPTEMBER, 2020 and was enacted by the owners of a majority of units in attendance at a meeting of owners as permitted by the Act and Ontario Regulation 48/01 as amended, on 17 day of NOVEMBER, 2020.

President – Erle Stephens

Secretary – Nicola Caravaggio