

<p style="writing-mode: vertical-rl; transform: rotate(180deg); font-size: small;">FOR OFFICE USE ONLY</p> <p style="font-size: x-large; font-weight: bold; text-align: center;">Number <u>YR 1753595</u> CERTIFICATE OF RECEIPT</p> <p style="text-align: center; font-size: large;">DEC 06 2011 @ 16:06</p> <p>YORK REGION No. 65 NEWMARKET</p> <p style="text-align: center; font-size: x-large; font-weight: bold;">LAND REGISTRATION</p> <p>New Property Identifiers Additional: See Schedule <input type="checkbox"/></p> <p>Executions Additional: See Schedule <input type="checkbox"/></p>	<p>(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/> (2) Page 1 of 23 pages</p> <p>(3) Property Identifier(s) <u>29730-0001 to 29730-1496, both inclusive</u> Block Property Additional: See Schedule <input type="checkbox"/></p> <p>(4) Nature of Document Condominium By-Law No. 1 (Condominium Act 1998)</p> <p>(5) Consideration TWO Dollars \$ 2.00</p> <p>(6) Description All units and common elements comprising the property included in the York Region Standard Condominium Plan No. 1199 Town of Markham Regional Municipality of York Land Titles Division Division of York Region (No. 65)</p>
	<p>(7) This Document Contains: (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/></p>
	<p>(8) This Document provides as follows: See Schedule for By-Law No. 1</p>
	<p>(9) This Document relates to instrument number(s)</p>

Continued on Schedule

<p>(10) Party(ies) (Set out Status or Interest) Name(s)</p> <p>YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1199</p> <p>We have authority to bind the Corporation</p>	<p>Signature(s)</p> <p><i>[Signature]</i> Per: Hashem Ghadaki, President</p> <p><i>[Signature]</i> Per: Saeid Aghaei, Secretary</p>	<p>Date of Signature Y M D</p> <p>2011 12 05</p> <p>2011 12 05</p>
---	---	--

(11) Address for Service: **330 Highway No. 7 East, PH#3, Richmond Hill, Ontario L4B 3P8**

<p>(12) Party(ies) (Set out Status or Interest) Name(s)</p>	<p>Signature(s)</p>	<p>Date of Signature Y M D</p>

(13) Address for Service

<p>(14) Municipal Address of Property</p> <p>Multiple</p>	<p>(15) Document Prepared by:</p> <p>Alan M. Sless Borden Ladner Gervais LLP Scotia Plaza 40 King St. West Toronto, ON M5H 3Y4 (013657-000011)</p>	<p style="writing-mode: vertical-rl; transform: rotate(180deg); font-size: small;">FOR OFFICE USE ONLY</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Fees and Tax</th> </tr> <tr> <td style="width:50%;">Registration Fee</td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td style="text-align: right;">Total</td> <td> </td> </tr> </table>	Fees and Tax		Registration Fee								Total	
Fees and Tax														
Registration Fee														
Total														

CONDOMINIUM ACT, 1998

CERTIFICATE IN RESPECT OF A BY-LAW

(under subsection 56(9) of the *Condominium Act, 1998*)

York Region Standard Condominium Corporation No. 1199 (known as the "Corporation") certifies that:

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

DATED this 5th day of December, 2011.

**YORK REGION STANDARD CONDOMINIUM
CORPORATION NO. 1199**

Per: 

President - Hashem Ghadaki

Per: 

Secretary - Saeid Aghaei

We have authority to bind the Corporation.

**SCHEDULE "A" TO CERTIFICATE IN RESPECT OF A BY-LAW
YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1199**

BY-LAW NO. 1

Be it enacted as a by-law of York Region Standard Condominium Corporation No. 1199 (hereinafter referred to as this or the "**Corporation**" or this or the "**Condominium**") as follows:

ARTICLE I - DEFINITIONS

- 1.1 The terms used herein shall have ascribed to them the definitions contained in the *Condominium Act, 1998, S.O. 1998, c. 19*, as amended, and the regulations made thereunder from time to time (all of which are hereinafter referred to as the "**Act**"), and in the declaration of the Corporation (the "**declaration**"). All section references utilized herein, unless the contrary is expressed, shall refer to sections of the Act.

ARTICLE II - SEAL

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

ARTICLE III - RECORDS

- 3.1 The Corporation shall maintain the following lists, items, records, and other documents (collectively referred to as the "**Records**"):
- (a) the financial records of the Corporation for at least six (6) years from the end of the last fiscal period to which they relate;
 - (b) a minute book containing the minutes of owners' meetings and the minutes of board meetings;
 - (c) a copy of the registered declaration, registered by-laws and current rules;
 - (d) the seal of the Corporation;
 - (e) copies of all agreements entered into by the Corporation or the Declarant or the Declarant's representatives on behalf of the Corporation, including management contracts, deeds, leases, licences, easements and any agreements entered into pursuant to section 98;
 - (f) copies of all policies of insurance and the related certificates or memoranda of insurance and all insurance trust agreements;
 - (g) bills of sale or transfers for all items that are assets of the Corporation but not part of the property;
 - (h) the names and addresses for services of each owner and mortgagee that the Corporation receives from owners and mortgagees in writing in accordance with subsection 47(1);
 - (i) notices received from an owner that his/her unit has been leased together with the lessee's name, the owner's address, a copy of the lease or renewal or a summary of same, pursuant to subsection 83(1);
 - (j) notices received from an owner that a lease of the owner's unit has terminated and was not renewed pursuant to subsection 83(2);
 - (k) all records that the Corporation has related to the units or to employees of the Corporation;
 - (l) the existing warranties and guarantees for all equipment, fixtures and chattels included in the sale of either the units or common elements that are not protected by warranties and guarantees given directly to a unit purchaser;
 - (m) the as-built architectural, structural, engineering, mechanical, electrical and plumbing plans;
 - (n) the as-built specifications indicating all substantive changes, if any, from the original specifications;

- (o) all existing plans for underground site services, site grading, drainage and landscaping and television, radio or other communication services;
- (p) all other existing plans and information not mentioned in paragraphs 3.01 (m), (n) and (o) hereof that are relevant to the repair or maintenance of the property;
- (q) if the property of the Corporation is subject to the *Ontario New Home Warranties Plan Act*, R.S.O. 1990, as amended (the "ONHWP Act"):
 - (i) an executed copy of Form 3 of Ontario Regulation 49/01 to the ONHWP Act, as amended, confirming that the units and common elements have been enrolled in the *Ontario New Home Warranty Program* within the meaning of the ONHWP Act, and in accordance with the regulations made under the ONHWP Act; and
 - (ii) a copy of all final reports on inspections that the Corporation, within the meaning of the ONHWP Act, requires be carried out on the common elements;
- (r) a table setting out the responsibilities for repair after damage and maintenance and indicating whether the Corporation or the owners are responsible;
- (s) a schedule setting out what constitutes a standard unit for each class of unit that the Declarant specifies for the purpose of determining the responsibility for repairing improvements after damage and insuring them;
- (t) all reserve fund studies and plans to increase the reserve fund under section 94(8);
- (u) a copy of the most current disclosure statement delivered to a purchaser prior the turnover meeting;
- (v) copy of all agreements entered into by or on behalf of the Corporation;
- (w) a copy of the written performance audit report received by the Corporation under section 44(8);
- (x) any report the Corporation receives from an inspector pursuant to section 130;
- (y) a copy of all status certificates issued by the Corporation within the previous ten (10) years;
- (z) a copy of all notices sent on behalf of the Corporation within the previous ten (10) years;
- (aa) proxies, for not more than ninety (90) days from the date of the meeting at which the proxies were utilized.

ARTICLE IV - MEETING OF UNIT OWNERS

4.1 Annual Meetings: The annual meeting of the owners shall take place within six (6) months following the Corporation's fiscal year end, and shall be held at such place and at such time and on such day in each year as the board of directors of the Corporation (hereinafter called the "board") may from time to time determine, for the purpose of hearing and receiving the reports and statements required by the Act and the by-laws of the Corporation to be laid before the owners at an annual meeting, and for the purposes of electing directors, confirming by-laws passed by directors, appointing an auditor and fixing or authorizing the board to fix his or her remuneration, and for the transaction of such other business as may be properly brought before the meeting. The board shall lay before each annual meeting of owners a financial statement made in accordance with generally accepted accounting principles, as well as the report of the auditor to the owners, and such further information respecting the financial position of the Corporation as the by-laws from time to time may require.

4.2 Special Meetings: The board shall, upon receipt of a requisition in writing made by owners who together own not less than fifteen (15%) per cent of the units, call and hold a meeting of the owners within thirty-five (35) days of the receipt of the requisition or if the requisitionists so request in the requisition or consent in writing, add the business to be presented at the requisitioned meeting to the agenda for the next annual general meeting. If the meeting is not called and held within thirty-five (35) days of receipt of the requisition, any of the requisitionists may call the meeting, which meeting shall be held within forty-five (45) days of the day on which the meeting is called.

The board may at any time 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.

4.3 Notices: At least fifteen (15) days written notice of the time, place and date of a meeting of owners shall be given to the auditor of the Corporation and to each owner and mortgagee who is

5

entered on the Register twenty (20) days before the date of such meeting. The Corporation shall not be obliged to give any notice to any owner who has not notified the Corporation that he or she has become an owner (nor to any owner who has not provided an address for service to the Corporation), nor to any mortgagee who has not notified the Corporation of his or her address for service, and that he or she has become a mortgagee and has been authorized or empowered in his or her mortgage to exercise the right of the mortgagor to vote. Each notice of meeting, as hereinbefore required, shall include an agenda of the matters to be considered at such meeting. In the case of a notice to owners that is not a notice of meeting of owners, such notice shall be given to those persons whose names appeared in the Register five (5) days before the day the notice is given.

- 4.4 Reports and Financial Statements:** The Corporation shall attach to any notice of an annual meeting a copy of the financial statements and auditor's report of the Corporation for the previous fiscal year of the Corporation. A copy of the minutes of the meetings of owners and of the board shall, within thirty (30) days of such meeting, be furnished to each owner or mortgagee who has, in writing, requested same, upon payment to the Corporation of a reasonable charge for photocopying.
- 4.5 Persons Entitled to be Present:** The only persons entitled to attend a meeting of owners shall be the owners and mortgagees entered on the Register, any person entitled to vote at the meeting, the auditor of the Corporation, the directors and officers of the Corporation, a representative of the Corporation's property manager and any others who, although not entitled to vote, are entitled or required under the provisions of the Act or the by-laws of the Corporation to be present at the meeting. Any other person may be admitted only on the invitation of the chairperson of the meeting or with the consent of the majority of those present at the meeting.
- 4.6 Quorum:** At any meeting of owners, a quorum shall be constituted when persons entitled to vote in respect of not less than twenty-five (25%) percent of the units are present in person or represented by proxy at such meeting. If thirty (30) minutes after the time appointed for the holding of any meeting of owners has elapsed and a quorum is not present, the meeting shall stand adjourned and if the meeting was an annual general meeting, the board shall call a further meeting of the owners in accordance with the Act.
- 4.7 Right to Vote:** At each meeting of owners, and subject to the restrictions in paragraphs 4.11 and 4.13 hereof, every owner of a unit shall be entitled to vote, if he or she is currently entered on the Register as an owner or has given notice to the Corporation in a form satisfactory to the chairperson of the meeting that he or she is an owner. If a unit has been mortgaged, and the person who mortgaged such unit (or his/her proxy) has expressly authorized or empowered the mortgagee to vote and exercise the right of the owner to vote in respect of such unit and such mortgagee has, at least four (4) days before the date specified in the notice of meeting, notified the owner and the Corporation of his/her intention to exercise such right, such mortgagee shall be entitled to vote upon filing with the Secretary of the meeting sufficient proof of same. Any dispute over the right to vote shall be resolved by the chairperson of the meeting upon such evidence as he or she may deem sufficient. The vote of each such owner or mortgagee shall be on the basis of one vote per unit, and where two or more persons entitled to vote in respect of one unit disagree on their vote, the vote in respect of that unit shall not be counted.
- 4.8 Conduct of Meetings and Method of Voting:** At any general or special meeting, the president of the Corporation (or to whomever he may delegate the responsibility) or failing him/her, the vice-president, or failing him/her, some other person appointed by the board or failing such appointment, such other person elected at the meeting shall act as Chairperson of the meeting and the Secretary of the Corporation shall act as Secretary of the meeting or, failing him, the Chairperson shall appoint a Secretary. Any question shall be decided by a show of hands unless a poll is required by the Chairperson or is demanded by an owner or mortgagee present in person or by proxy and entitled to vote, and unless a poll is so required or demanded, a declaration by the Chairperson that the vote upon the question has been carried, or carried by a particular majority, or not carried, is *prima facie* proof of the fact without proof of the number of votes recorded in favour of or against such question; provided, however, that voting for the election of Directors shall be by ballot only, other than in the case of acclamation. A demand for a poll may be withdrawn. If a poll is so required or demanded and the demand is not withdrawn, a poll upon the question shall be taken in such manner as the Chairperson shall direct.
- 4.9 Representatives:** An estate trustee, guardian or trustee of an owner or mortgagee, or the committee of a mentally incompetent owner or mortgagee (and where a corporation acts in such capacity, any person duly appointed as proxy for such corporation) upon filing with the secretary of the meeting sufficient proof of his or her appointment, shall represent the owner or mortgagee at all meetings of the owners of the Corporation, and may exercise the owner's or mortgagee's vote in the same manner and to the same extent as such owner or mortgagee. If there be more than one estate trustee, committee, guardian or trustee, the provisions of paragraph 4.11 shall apply.
- 4.10 Proxies:** Every owner or mortgagee entitled to vote at meetings of owners may, by instrument in writing, appoint a proxy, who need not be an owner or mortgagee, to attend and act at the

meeting in the same manner, to the same extent, and with the same powers as if the owner or mortgagee were present himself. The instrument appointing a proxy shall be in writing signed by the appointor or his or her attorney authorized in writing and shall be effective for a particular meeting only. The instrument appointing a proxy shall be deposited with the secretary of the meeting before any vote is cast under its authority.

- 4.11 **Co-Owners:** If two or more persons own a unit, or own a mortgage in respect of which a right to vote is exercisable, any one of the owners or mortgagees, as the case may be, may in the absence of the other owner(s) or mortgagee(s) vote, but if more than one of them are present or are represented by proxy, then they shall vote in agreement with each other, failing which the vote for such unit shall not be counted.
- 4.12 **Votes to Govern:** At all meetings of owners, every question shall, unless otherwise required by the Act, the declaration or the by-laws of the Corporation, be decided by a majority of the votes cast on the question.
- 4.13 **Entitlement to Vote:** Except where, under the Act or the by-laws of the Corporation, a unanimous vote of all owners is required, an owner is not entitled to vote at any meeting if any common expense or other monetary contribution payable in respect of his or her unit are in arrears for more than thirty (30) days prior to the meeting, provided that such an owner may vote if the Corporation receives payment, by certified funds, of the arrears and all other costs and expenses owing before the meeting is held.

ARTICLE V - BOARD OF DIRECTORS

- 5.1 **Overall Function:** The affairs of the Corporation shall be managed by the board.
- 5.2 **Number and Quorum:** The number of directors shall be five (5) of whom three (3) shall constitute a quorum for the transaction of business at any meeting of the board. Notwithstanding vacancies, the remaining directors may exercise all the powers of the board so long as a quorum of the board remains in office. In no event shall the quorum be increased past a simple majority of the number of directors of the board.
- 5.3 **Qualifications:**
 - (a) No person shall be a director if that person:
 - (i) is under eighteen (18) years of age;
 - (ii) is an undischarged bankrupt;
 - (iii) is a mentally incompetent person;
 - (iv) has a certificate of lien registered against a unit owned by the person under section 85(2) and the person does not obtain a discharge of the lien within 90 days of the registration of the lien;
 - (v) is not an officer of a corporation that owns a dwelling unit within the Corporation;
 - (vi) is not an owner of a dwelling unit within the Corporation, or a spouse of an owner of a unit within the Corporation;
 - (vii) is directly or indirectly, or whose parent, spouse, or child, is a party in any legal proceeding which involves the Corporation and is adverse to the Corporation's interests, which proceeding shall include, but not be limited to, a court action or application, mediation, arbitration, human rights complaint, labour relations complaint, privacy complaint or any other judicial or quasi-judicial process;
 - (viii) has been convicted of a criminal offence in Canada or any other jurisdiction; or
 - (ix) is presently, or has been in the past, a defendant to any civil proceeding(s) involving fraud, misrepresentation or breach of trust in Canada or any other jurisdiction, unless a court, or another body of competent jurisdiction, has found that such claim(s) was/were not substantiated. For the purposes of this section, a claim that is resolved by way of a settlement will be treated as if a judgment was rendered against the individual and he or she will not be qualified to act as director.
 - (b) A director shall be deemed to have resigned from the board if the director:
 - (i) fails to attend three board meetings in any given year and is unable to provide an explanation for his or her absence that is satisfactory to the board, acting reasonably.

- (ii) resigns orally at a meeting of directors, or resigns in writing, in which case such resignation shall be irrevocable unless the remaining board members, provided a quorum is still present, vote in favour of accepting the revocation of such director's resignation;
- (iii) has a certificate of lien registered against a unit owned by the director under section 85(2) and the director does not obtain a discharge of the lien within 90 days of the registration of the lien;
- (iv) ceases to be an officer of a corporation that owns a dwelling unit within the Corporation;
- (v) ceases to be an owner of a dwelling unit within the Corporation, or a spouse of an owner of a dwelling unit within the Corporation;
- (vi) is directly or indirectly, or whose parent, spouse, or child, is a party in any legal proceeding which involves the Corporation and is adverse to the Corporation's interests, which proceeding shall include, but not be limited to, a court action or application, mediation, arbitration, human rights complaint, labour relations complaint, privacy complaint or any other judicial or quasi-judicial process;
- (vii) is convicted of a criminal offence in Canada or any other jurisdiction; or
- (viii) becomes a defendant to any civil proceeding(s) involving fraud, misrepresentation or breach of trust in Canada or any other jurisdiction, and judgment is rendered against him. For the purposes of this section, a claim that is resolved by way of a settlement will be treated as if a judgment was rendered against the individual.

For the purposes of this Article 5.3, the definition of a "spouse" shall be as defined in Part III of the *Family Law Act*, R.S.O. 1990, Chapter F.3 and any amendments thereto, except that upon separation, a spouse shall be deemed to no longer be a spouse of a dwelling unit owner. A letter in writing and duly executed by the unit owner in such an instance, shall be deemed sufficient evidence of separation for the purposes of this Article 5.3.

5.4 Election and Term: The directors of the Corporation shall be elected in rotation and shall be eligible for re-election. At the turnover meeting held pursuant to section 43, two (2) directors shall be elected to hold office for a term of one (1) year; two (2) directors shall be elected to hold office for a term of two (2) years; and one (1) director shall be elected to hold office for a term of three (3) years. Such directors may, however, continue to act until their successors are elected. If more than one (1) of such directors whose terms are not of equal duration shall resign from the board prior to the expiration of their respective terms, and shall be replaced at a meeting of owners called for that purpose, the director or directors receiving the greater number of votes shall complete the longest remaining terms of the resigning directors. At each annual meeting thereafter a number of directors equal to the number of directors retiring in such year shall be elected for a term of three (3) years.

5.5 Owner-occupied Units: If at least fifteen (15%) percent of the units are owner-occupied on or after the time at which the board is required to call the turnover meeting pursuant to Section 43 (the "Turnover Meeting"), no persons other than the owners of owner-occupied units (as defined in section 51(5)) may elect a person to or remove a person from one (1) of the positions on the board (the "Owner-Occupied Director"). The Owner-Occupied Director shall be the director for the three (3) year term, and thereafter when that position becomes vacant, the director for that position shall be voted upon only by the owners of owner-occupied units, if the number of owner-occupied units does not exceed 15% at the Turnover Meeting, but in any subsequent year more than 15% of the units become owner-occupied, the position of a director whose terms expires in that year shall be designated the director to be elected by owners of owner-occupied units, and thereafter when that position becomes vacant, the director for that position shall be voted upon only by the owners of owner-occupied units.

5.6 Consent: No election or appointment of a person as a director shall be effective unless:

- (a) he/she consents in writing to act as a director before his/her election or appointment or within ten (10) days thereafter; or
- (b) he/she was present at the meeting when she/he was elected or appointed and did not refuse at that meeting to act as a director.

5.7 Removal of Directors: A director may be removed before the expiration of his or her term by a vote of owners who together own a majority of the units, and the owners may elect at any annual or special meeting any qualified person in place of any director who has been so removed, or who has died or resigned, for the remainder of his or her term. The Owner-Occupied Director may only be removed by a vote of the owners of the owner-occupied units.

- 5.8 Filling of Vacancies:** If a vacancy in the membership of the board occurs, other than by way of removal by a vote of owners or as a result of the number of directors being increased, the majority of the remaining members of the board may appoint any qualified person to be a member of the board to fill such vacancy until the next annual meeting, at which time the vacancy shall be filled by election by the owners. However, when there is not a quorum of directors in office, the directors then in office shall forthwith call a meeting of owners to fill all the vacancies, and in default thereof, or if there are no directors in office, the meeting may be called by any owner.
- 5.9 Calling of Meetings of the Board of Directors:** Meetings of the board shall be held from time to time at such place and at such time and on such day as the president and any other director may determine; and the secretary shall call meetings when directly authorized by the president and any other director to do so. Unless otherwise provided in the by-laws of the Corporation to the contrary, notice of any meeting so called shall be given personally, by courier delivery, by prepaid mail, by telefax or by electronic communication addressed to each director at the address for service given by each director to the Corporation (or if no such address for service has been given, then to his or her last known place of residence) not less than forty-eight (48) hours (excluding any part of a Saturday, Sunday or a statutory holiday as defined by the *Interpretation Act of Canada* for that time being in force) before the time when the meeting is to be held, save that no notice of a meeting shall be necessary if all the directors are present and consent to the holding of such meeting, or if those absent have waived notice of the meeting or otherwise signified in writing their consent to the holding of such meeting. A director who attends a 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 such failure at the meeting. If any notice of a directors' meeting is mailed, telefaxed or couriered as aforesaid, then same shall be deemed to have been received and to be effective on the third (3rd) business day following the date on which same was mailed, or on the first (1st) business day following the date on which same was telefaxed, electronically communicated or couriered.
- 5.10 Board Meetings by Teleconference:** A meeting of the board of directors may be held or convened by way of teleconference, or any other form of communication system that allows all of the directors to participate concurrently and to communicate with each other simultaneously and instantaneously, provided that all of the directors participating in a meeting held or convened by such means have consented thereto, and a director so participating in any such meeting held or convened by such means shall be deemed [for the purposes of section 35(5) and this by-law] to be present at such meeting. The board may, by resolution signed by all the directors, provide their consent in advance to have meetings conducted in the manner contemplated herein without the necessity of requiring new consents prior to each and every meeting, provided that such resolution (and the standing consent referred to therein) shall be automatically rendered ineffective from and after (but not prior to) the delivery to the board by any director of a written notice revoking his or her consent to such resolution.
- 5.11 Regular Meetings:** The board may appoint a day or days in any month or months for regular meetings at a place and hour to be named. A copy of any resolution of the board fixing a place and time of regular meetings of the board shall be sent to each director forthwith after being passed, but no other notice shall be required for any such regular meeting.
- 5.12 First Meeting of New Board:** The board may, without notice, hold its first meeting for the purpose of organization, and for the election and appointment of officers, immediately following the meeting of the owners during which time the directors of the board were elected, provided that a quorum of directors is present.
- 5.13 Disclosure by Directors of Interest in Contracts:** Every director of the Corporation who has, directly or indirectly, any material interest in any material contract or transaction, to which the Corporation is or will be a party (other than one in which his or her interest is limited to remuneration as a director, officer or employee), or any material interest in a proposed contract or transaction to which the Corporation will be a party, shall declare his or her interest in such contract or transaction, at a meeting of the directors of the Corporation and shall, at that time, disclose in writing the nature and extent of such interest. Such director shall not be present during discussion at a meeting, shall refrain from voting and shall not, in respect of such contract or transaction, be counted in the quorum, unless the director's interest in it is or would be limited solely to the insurance described in section 39 or his or her remuneration as a director, officer or employee of the corporation, or unless the director's interest arises or would arise solely because the director is a director, officer or employee of the declarant, if the director has been appointed to the first board by the declarant under subsection 42(1). A general notice to the board by a director declaring that he or she is a director or officer of, or has a material interest in, any company or other entity that is a party to a contract or proposed contract with the Corporation, is a sufficient declaration of his or her interest in relation to any contract so made. If a director has complied with the requirements of the Act contemplated in this section, then such director, if he or she was acting honestly and in good faith at the time the contract or transaction was or is entered into, is not, by reason only of holding the office of director, accountable to the Corporation or to any owners for any profit or gain realized from such contract or transaction, and such contract or transaction is not voidable by reason only of the director's interest therein.

5.14 Standard of Care: Every director and officer shall exercise the powers and discharge the duties of his or her office honestly and in good faith, and exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

5.15 Consent of director at meeting: A director who is present at a meeting of directors or committee of directors is deemed to have consented to any resolution passed or action taken thereat unless the director:

- (a) requests that his or her dissent is entered in the minutes of the meeting;
- (b) sends a written dissent to the secretary of the meeting before the meeting is terminated; or
- (c) sends a dissent by registered mail or delivers it to the registered office of the corporation immediately after the meeting is terminated.

A director who votes for or consents to a resolution is not entitled to dissent under this Article 5.15.

5.16 Deemed consent of a director: A director who was not present at a meeting at which a resolution was passed or action taken is deemed to have consented thereto unless within seven (7) days after becoming aware of the resolution, the director:

- (a) causes his or her dissent to be placed with the minutes of the meeting;
- (b) sends his or her dissent by registered mail or delivers it to the registered office of the Corporation.

5.17 Protection of Directors and Officers: No director or officer shall be liable for the acts, neglect or default of any other director or officer, or for any loss or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired by resolution or order of the board for or on behalf of the Corporation, or for the insufficiency or deficiency of any security in, or upon which, any of the monies of the Corporation shall be invested (provided, however, that such investment was made in compliance with the requirements of the Act), or for any loss or damage arising from the bankruptcy, insolvency or tortuous act of any person with whom any of the monies, securities or effects of the Corporation shall be deposited, or for any loss occasioned by an error of judgment or oversight on his or her part, or for any other loss, damage or misfortune which might happen in the execution of the duties of his or her office or in relation thereto, unless the same shall happen through or in connection with his or her own dishonest or fraudulent act or acts.

5.18 Indemnity of Directors and Officers: Every director and officer of the Corporation and their respective heirs, estate trustees, successors, and other legal personal representatives shall at all times be indemnified and saved harmless by the Corporation from and against:

- (a) 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 him or her for or in respect of anything done, permitted to be done by him or her, or omitted to be done by him or her, in respect of the execution of the duties of his or her office; and
- (b) all other costs, charges and expenses which such director or officer sustains or incurs in respect of the affairs of the Corporation;

(hereinafter collectively referred to as the "**Liabilities**") unless the Act or the by-laws of the Corporation otherwise provide.

5.19 Indemnity Insurance: Subject to any limitations contained in the Act, the Corporation shall purchase and maintain insurance for the benefit of every director and officer of the Corporation in order to indemnify them against the Liabilities.

ARTICLE VI - OFFICERS

6.1 Elected President: At the first meeting of the board, and after each election of the directors, the board shall elect from among its members a president. In default of such election, the then incumbent, if a member of the board, shall hold office until his or her successor is elected. A vacancy occurring from time to time in such office of the president may be filled by the board from among its members.

6.2 Appointed Officers: From time to time the board shall appoint a secretary, and may appoint one or more vice-presidents, a general manager, a treasurer and such other officers as the board may determine, including one or more assistants to any of the officers so appointed. The officer so

appointed may, but need not be, a member of the board. One person may hold more than one office, and if the same person holds both the office of the secretary and the office of treasurer, he or she may be known as the secretary-treasurer.

- 6.3 Term of Office:** Subject to the provisions of any written agreement to the contrary, the board may remove at its pleasure any officer of the Corporation.
- 6.4 President:** The president shall, when present, preside at all meetings of the owners and of the board, and shall be charged with the general supervision of the business affairs of the Corporation.
- 6.5 Vice-President:** During the absence of the president, his or her duties may be performed and his or her powers may be exercised by the vice-president, or if there are more than one, by the vice-presidents in order of seniority (as determined by the board), save that no vice-president shall preside at a meeting at 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.
- 6.6 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 he or she shall perform such other duties as may from time to time be prescribed by the board.
- 6.7 Treasurer:** The treasurer shall keep or cause to be kept full and accurate books of accounting which shall be recorded all receipts and disbursements of the Corporation and, under the direction of the board, the treasurer shall control the deposit of the money, the safekeeping of securities and the disbursement of funds of the Corporation. The treasurer shall render to the board at any meeting thereof, or whenever required of the treasurer, an account of all his or her transactions as treasurer and of the financial position of the Corporation, and he or she shall perform such other duties as may from time to time be prescribed by the board. The offices of secretary and treasurer may be combined.
- 6.8 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 may require of them. Any of the powers and duties of an officer to whom an assistant has been appointed may be exercised and performed by such assistant unless the board otherwise directs.
- 6.9 Agents and Attorneys:** The board shall have the power to appoint, from time to time, agents or attorneys of the Corporation who shall have such powers of management or otherwise (including the power to sub-delegate) as the board may think fit in its sole discretion.

ARTICLE VII - BANKING ARRANGEMENTS AND CONTRACTS

- 7.1 Banking Arrangements:** The banking business of the Corporation or any part thereof shall be transacted with such bank or trust company as the board may designate or authorize from time to time by resolution, and all such banking business, or any part thereof, shall be transacted on the Corporation's behalf by any one or more officers, or other persons, as the board may designate or authorize from time to time by resolution, and to the extent therein provided, including, without restricting the generality of the foregoing, the operation of the Corporation's accounts, the making, signing, drawing, accepting, endorsing, negotiating, lodging, depositing or transferring of any cheques, promissory notes, drafts, acceptances, bills of exchange and orders relating to any property of the Corporation; the execution of any agreement relating to any such banking business, and the defining of the rights and powers of the parties thereto; and the authorizing of any officer of such bank or trust company to do any act or thing on the Corporation's behalf to facilitate such banking business.
- 7.2 Execution of Instruments:** Subject to the provisions of the Act and subject to the provisions of any other by-law(s) of the Corporation specifically designating the person or persons authorized to execute any type or class of documents on behalf of the Corporation, all deeds, transfers, assignments, contracts and obligations on behalf of the Corporation may be signed by the president or the vice-president, together with the secretary or any other director. Any contract or obligation within the scope of any management agreement entered into by the Corporation may be executed on behalf of the Corporation in accordance with the provisions of such management agreement. Notwithstanding any provisions to the contrary contained herein, the board may, subject to the provisions of the Act, at any time and from time to time, direct the manner in which, and the person or persons by whom any particular deed, transfer, contract or obligation or any class of deeds, transfers, contracts or obligations of the Corporation may or shall be signed.

- 7.3 **No Seal:** Despite anything contained in this by-law to the contrary, any type or class of document, contract, or other writing otherwise requiring a seal need not be executed under seal by any person nor duly witnessed, provided that the name of the signatory, his or her office in the Corporation, and the phrase "I/We have the authority to bind the Corporation" is clearly set out below the signature(s), and such a document, contract, or other writing has the same effect for all purposes as if executed under seal.
- 7.4 **Execution of the Status Certificate:** Status certificates may be signed by any officer or director of the Corporation, provided that the board may, by resolution, direct the manner in which, and the person(s) by whom, such certificates may or shall be signed.

ARTICLE VIII - FINANCIAL YEAR-END

- 8.1 Unless otherwise determined by resolution of the board, the financial year of the Corporation shall end in each year on the last day of the month in which the declaration and description creating the Corporation were registered.

ARTICLE IX - THE CORPORATION

- 9.1 **Duties of the Corporation:** In addition to the duties and obligations set forth in the declaration of the Corporation, the duties of the Corporation shall include, but shall not be limited to, the following:
- (a) controlling, managing and administering the common elements and assets of the Corporation;
 - (b) operating and maintaining the common elements and assets of the Corporation in a fit and proper condition;
 - (c) collecting the common expenses assessed against the owners;
 - (d) arranging for the supply of all requisite private or public utility services to the common elements and to the units (unless separately metered), except where the Corporation is prevented from carrying out such duty by reason of any event beyond the reasonable control of the Corporation. If any apparatus or equipment used in effecting the supply of any requisite utility service(s) becomes incapable, at any time, of fulfilling its function, or is damaged or destroyed, then the Corporation shall have a reasonable time within which to repair or replace such apparatus or equipment, and the Corporation shall not be liable for any indirect or consequential damages, or for damages for personal discomfort or illness by reason of the breach of such duty;
 - (e) obtaining and maintaining such insurance for damage to the units and common elements (save for insurance for damage to improvements made to a dwelling unit), as may be required by the Act, the declaration or the by-laws, together with any appraisals of the full replacement cost of the common elements and assets of the Corporation that may be required by the Act, the declaration or the by-laws of the Corporation for the purposes of determining the amount of insurance to be effected. For the purposes of this provision, the question of what shall constitute improvements to a dwelling unit shall be determined by reference to a standard unit for the class of units to which the dwelling unit belongs. A standard unit for the class of units to which dwelling units belong shall be the standard unit described in Appendix A to this by-law;
 - (f) repairing after damage and restoring the units and the Common elements in accordance with the provision of the Act, the declaration and the by-laws;
 - (g) obtaining and maintaining fidelity bonds where obtainable, in such amounts as the board may deem reasonable, for such officers and directors or employees as are authorized to receive or disburse any funds on behalf of the Corporation;
 - (h) causing audits to be made after every year-end and making financial statements available to the owners and mortgagees in accordance with the Act and the by-laws;
 - (i) effecting compliance by the owners, residents, tenants, licencees, employees, and invitees with the Act, the declaration, the by-laws and the rules;
 - (j) providing status certificates, and such statements and information as may be prescribed by the Act, and the Corporation shall be entitled to a fee (up to the maximum prescribed by the Act from time to time) for providing same, and a duplicate thereof shall be provided without additional charge if requested, provided that the Corporation shall furnish the Declarant with such certificate, statements and information in connection with any sale or mortgage of any unit without any charge or fee whatsoever;

- (k) taking all reasonable steps to collect from each unit owner his or her proportionate share of the common expenses, and to maintain and enforce the Corporation's lien arising pursuant to section 85(1) against each unit in respect of which the owner has defaulted in the payment of common expenses;
- (l) keeping and maintaining adequate records as set out in the Act and the by-laws from time to time, including without limitation, those records set out in Article III hereof.

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

- (a) employing and dismissing personnel necessary or desirable for the maintenance and operation of the common elements;
- (b) adopting and amending the rules of the Corporation concerning the operation and use of the property;
- (c) employing a building manager or management company at a compensation to be determined by the board, to perform such duties and services as the board shall authorize;
- (d) investing monies held in the reserve fund(s) by the Corporation, provided that such investments shall be those permitted by the Act;
- (e) settling, adjusting, compromising or referring to mediation or arbitration any claim or claims which may be made against or asserted on behalf of the Corporation;
- (f) the borrowing of such amounts in any fiscal year as the board determines are necessary or desirable in order to protect, maintain, preserve or ensure the due and continued operation of the property in accordance with the Act, Declaration and by-laws of the Corporation and the securing of any loan of any amount by mortgage, pledge or charge of any asset (other than the reserve fund) of the Corporation, subject in each case to approval of each such borrowing, loan or security by a majority vote of the owners at a meeting duly called for that purpose or as required by the Act, provided however, the board may maintain over draft protection, in its general account, in an amount not exceeding one-twelfth (1/12) of the Corporation's current budget without approval of the owners;
- (g) retaining any securities or other real or personal property received by the Corporation, whether or not the same is authorized by any law (present or future) for the investment of trust funds;
- (h) selling, conveying, exchanging, assigning or otherwise dealing with any real 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 deems advisable, and to do all things and execute all documents required to give effect to the foregoing;
- (i) leasing any part of the non-exclusive use common elements, or granting any easement, right-of-way or license over, upon, under or through (or otherwise affecting) any part or parts of the non-exclusive use common elements, and/or releasing and abandoning any appurtenant easement(s) or right(s)-of-way heretofore or hereafter granted to (or created in favour of) the Corporation, in respect of any [servient] tenement burdened or encumbered thereby; and
- (j) the power and authority to enter into (and bind the Corporation to the terms and provisions of) the following agreements, namely:
 - (i) a management agreement with Times Property Management Inc., in respect of the units and common elements of this Condominium;
 - (ii) an insurance trust agreement with The Canada Trust Company, in respect of the units and common elements of this Condominium;

and any other agreements which may be permitted by the Act and which are deemed advisable, desirable or necessary by the board of directors, from time to time.

ARTICLE X - NOTICE

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

- (a) **to an owner**, who has notified the Corporation of his interest in any unit and his address for service, by giving same to him, (or to any director or officer of the owner, if the owner is a corporation) either:
- (i) personally, by courier, or by ordinary mail, postage prepaid, addressed to him at the address for service given by such owner to the Corporation; or
 - (ii) facsimile transmission, electronic mail, or any other method of electronic communication if the owner agrees in writing that the party giving the notice may give the notice in this manner; or
 - (iii) delivered at the owner's unit or at the mail box for the unit unless,
 - (A) the party giving the notice has received a written request from the owner that the notice not be given in this manner; or
 - (B) the address for service that appears in the record is not the address of the unit of the owner;
- (b) **to a mortgagee**, who has notified the Corporation of his or her interest in any unit and his or her address for service, and has confirmed that it has under the terms of the mort a e the right to vote at a meeting of owners in the place of the unit owner (or to consent in writing in the place of the unit owner), by giving same to him, or to any director or officer of the mortgagee, either:
- (i) personally, by courier, or by ordinary mail, postage prepaid, addressed to such mortgagee at the address for service given by such mortgagee to the Corporation; or
 - (ii) by facsimile transmission, electronic mail, or any other method of electronic communication if the owner agrees in writing that the party giving the notice may give the notice in this manner.
- (c) **to the Corporation**, by giving same personally to any director or officer of the Corporation, or by courier or by registered mail, postage prepaid, addressed to the Corporation at its address for service as set out in the Declaration, or as changed in accordance with the requirements of the Act.

10.2 Receipt of Notice: If any notice is mailed as aforesaid, such notice shall be deemed to have been received (and to be effective) on the third business (3rd) day following the day on which same was mailed, or on the first (1st) business day following the date on which same was telefaxed, or couriered (or sent by electronic mail, or any other method of electronic communication, if previously agreed to by the owner or mortgagee).

10.3 Omissions and Errors: The accidental omission to give any notice to anyone entitled thereto, or the non-receipt of such notice, or any error in any notice not affecting the substance thereof, shall not invalidate any action taken at any meeting of owners or directors held pursuant to such notice or otherwise founded thereon.

ARTICLE XI - ASSESSMENT AND COLLECTION OF COMMON EXPENSES

11.1 Duties of the Board Concerning Common Expenses: The common expenses, as provided for the Act and in the declaration, shall be assessed by the board and levied against the owners in the proportions in which they are required to contribute thereto pursuant to the provisions of Schedule "D" of the declaration. The board shall, from time to time, and at least once annually, prepare the budget for the property and determine, by estimate, the amount of common expenses for the next ensuing fiscal year or remainder of the current fiscal year, as the case may be.

11.2 Duties of the Board Concerning Reserve Fund: In addition to the foregoing, the Corporation shall establish and maintain such reserve funds in accordance with the requirements of the Act, and shall collect from the owners as part of their contribution towards the common expenses, amounts that the board determines sufficient for such major repair and replacement, calculated on the basis of expected repair and replacement costs and life expectancy of the common elements and assets of the Corporation. Moreover, the board shall conduct a reserve fund study within the first year following registration (irrespective of whether the Turnover Meeting has occurred within said time frame), shall conduct subsequent reserve fund studies or updates thereof (at the times prescribed by the regulations to the Act), shall notify the owners and the auditor, and shall implement the plan for future funding of the reserve, in order to make sufficient provision for a reserve fund in the annual budget.

11.3 Notice of Common Expenses to Owners: The board shall advise each owner promptly in writing of the total amount of common expenses payable by each owner respectively, and shall give copies of all budgets on which such common expenses are based to all owners and

mortgagees entered on the Register, in accordance with the provisions of the by-laws of the Corporation.

11.4 Owners Obligations: Each owner shall be obliged to pay to the Corporation the amount of common expenses assessed against such owner's unit, in equal monthly instalments due and payable on the first day of each and every month throughout the 12-month period (or other period of time) to which such assessment relates or is otherwise applicable, until such time as a new budget or assessment is given to such owner. If the board so directs, each owner shall forward to the Corporation forthwith a series of post-dated cheques covering the monthly common expenses payable during the period to which such assessment relates. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any rules and regulations of the Corporation in force from time to time by any unit owner, or by members of his or her family and/or their tenants, residents, employees, invitees or licensees, shall be borne and/or paid for by such owner, and may be recovered by the Corporation against such owner in the same manner as common expenses.

11.5 Extraordinary Expenditures: Extraordinary expenditures not contemplated in the foregoing budget for which the board shall not have sufficient funds, and funds required to establish reserves for contingencies and deficits, may be assessed at any time during the year in addition to the annual assessment, by the board serving notice(s) of such further assessment(s), on all owners. The notice shall include a written statement setting out the reasons for the extraordinary assessment shall be payable by each owner within ten (10) days from the date of the receipt of such notice, or within such further period of time and in such instalments as the board may otherwise determine.

11.6 Default in Payment of Assessment:

Arrears of payments required to be made under the provisions of this Article XI shall bear interest at the rate of twenty-four (24%) percent per annum, calculated and compounded monthly, not in advance, until paid, and shall be deemed to constitute a reasonable charge incurred by the Corporation in collecting the unpaid amounts within the meaning of the Act.

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 or her 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 on a solicitor-and-client basis.

The board when giving notice of default in payment of common expenses or any other default to the owner of the unit, shall concurrently send a copy of such notice to each mortgagee of such unit who has requested that such notices be sent to him.

ARTICLE XII - LIABILITY FOR COSTS

12.1 Abatement and Restraint of Violations by Unit Owners and Liability for Costs: The owner of a unit is responsible for any cost incurred to repair:

- (a) damage to the common elements or other units that may have been caused by either the Owner's use or his/her residents or their visitors use of same; and
- (b) damage to the common elements that has been caused by the deliberate or negligent conduct of any owner, resident or their invited guests.

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

12.2 Additional Rights of Corporation: The violation of any provisions of the Act, the Declaration, the By-laws, and/or the rules adopted by the board, shall give the board the right, in addition to any other rights set forth in these by-laws:

- (a) to enter the unit in which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting owner, any structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the board shall not thereby be deemed guilty in any manner of trespass; or
- (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach, including without limiting the generality of the foregoing, an application for an order for compliance pursuant to section 49.

12.3 Insurance Deductible: In accordance with subsection 105(3), where an owner, a lessee of an owner or a person residing in the owner's unit with the permission or knowledge of the owner, through an act or omission causes damage to the owner's Unit and/or to any portion of the common elements or to any other Units, then the owner of such unit shall be responsible for the aggregate cost of repairing all of the damage so incurred, up to a maximum of the insurance deductible maintained by the Corporation with respect to its insurance policies from time to time and said amount shall be added to the common expenses payable for the owner's unit.

ARTICLE XIII - RULES GOVERNING THE USE OF UNITS AND COMMON ELEMENTS

13.1 The board may make, amend, and repeal rules respecting the use of the common elements, units, and assets of the Corporation, in order to promote the safety, security and welfare of the owners and of the property, or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements, the units, and/or the assets of the Corporation. Every rule made by the board shall be effective thirty (30) days after notice thereof has been given to each owner, unless the board is in receipt of a written requisition requiring a meeting of the owners to consider one or more of such rules, or unless the rule or an amendment to a rule has substantially the same purpose or effect as a rule that the owners have previously amended or repealed within the preceding two years, in which case such rule or amendment is not effective until the owners approve it, with or without amendment, at a meeting duly called for that purpose. If such a meeting of owners is requisitioned or otherwise called, then those rules which are the subject matter of said requisition or meeting shall become effective only upon the approval of a majority of the owners (represented in person or by proxy) at such meeting.

13.2 The rules shall be complied with and enforced in the same manner as the by-laws, but the owners may, at any time, amend or repeal a rule at a meeting of owners duly called for that purpose, and for greater certainty, the rules shall be observed by the owners and all residents, tenants, invitees or licensees of the units.

ARTICLE XIV - MISCELLANEOUS

14.1 Mediation Procedures: For the purpose of sections 125 or 132, the procedure with respect to the mediation of disputes or disagreements between the Corporation and any owner(s) shall be prescribed by the Rules of Procedure for the Conduct of Mediation promulgated by the Condominium Dispute Resolution Centre, from time to time the latest copy of which is attached hereto as Appendix "B".

14.2 Invalidity: The invalidity of any part or parts of this by-law shall not impair or affect in any manner the validity and enforceability of the balance thereof.

14.3 Gender: The use of the masculine gender in this by-law shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include plural wherever the context so requires.

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

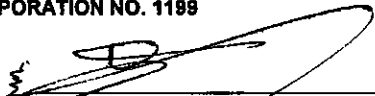
14.5 Headings: The headings in the body of this by-law form no part hereof but shall be deemed to be inserted for convenience of reference only.

14.6 Statutory References: Any references to a section or sections of the Act in this by-law (or in any by-laws or rules hereafter enacted by the Corporation) shall be read and construed as a reference to the identical or similarly appropriate section or sections (as the case may be) of any successor legislation to the Act.

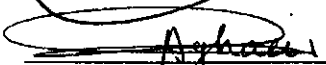
York Region Standard Condominium Corporation No. 1199 hereby enacts the foregoing by-law, having been duly approved by all of the directors of the Corporation and confirmed, without variation, by the Declarant who owns 100 percent of the units in the Corporation, pursuant to the provisions of the Act.

DATED this 5th day of December, 2011 .

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1199

Per: 

President – Hashem Ghadaki

Per: 

Secretary – Saeid Aghaei

We have authority to bind the Corporation.

APPENDIX "A" TO BY-LAW #1

EDEN PARK TOWER

Definition of Standard Unit

There are two class of units for the Corporation. The specifications constituting a standard residential apartment unit are as follows:

TYPE OF SPECIFICATION	NATURE OF SPECIFICATION
<p>Interior Finishes</p>	<p>7' high single Solid-core suite entry door with wood finish surrounds and brushed chrome hardware (except on Level 1, 11 & 12, which will have 7'6" high doors, Level 13 will have 8'0" high doors.) 6'8" high painted 800 Series interior doors with lever hardware in a brushed chrome finish (except on Level 1, 11 & 12 of Building A & B, which will have 7'6" high doors, Level 13 will have 8'0" high doors.) 5 1/4" baseboard and 3" casing in paint grade finish (except on Level 12 & 13, which will have 7 1/2" baseboard and 3 1/2" casing) Crown moldings in living/dining area and foyer for Level 12 & 13 only. Frameless mirrored sliding entry closet doors. White sliding bedroom closet doors. Smooth white cultured marble window sill to all areas. PVC vertical blinds complete with valances for windows and sliding doors. Interior walls are primed and painted with two coats of quality latex paint with low Volatile Organic Compounds (VOCs). White textured ceiling throughout; except in kitchen, bathroom(s), and laundry areas which are finished with smooth white semi-gloss paint. Ceiling height of 8' for all other floors and 9' ceiling height on Level 1, 11 & 12 10' ceiling height for Level 13 only Level 1 patio units include landscaping treatment with railing as per plan.</p>
<p>Floor Coverings</p>	<p>Premium laminate flooring sweeps through the living and dining area (and den). Engineered hardwood floor in living/dining area (and den)¹ for Level 12 & 13 Designer selected premium porcelain tile in foyer, kitchen, and bathroom and laundry room. Green Label-environmental friendly carpet with underpad in bedroom(s).</p>
<p>Kitchens</p>	<p>Choice of Designer inspired Eden Park Tower Signature Cabinetry with granite countertop. Double-bowl stainless steel top-mount sinks. Premium quality chrome, single lever kitchen faucet with pull out vegetable spray. Designer chosen ceramic tile backsplash. Extended upper kitchen cabinets in 9' ceiling height on level 1, 11 & 12 units. Extended upper kitchen cabinets with valance lighting for Level 12 & 13 only</p>

Bathrooms	<p>Luxurious deep soaker bathtub in all bathrooms. White cultured marble vanity top with integrated basin. Eden Park Tower Signature medicine cabinet mirror with wall sconce above. Designer selected vanity cabinets & white bathroom fixtures. High pressure, low flow shower head(s) Dual flush, low flow high performance toilets(s). Delta Scald-Guard technology tub and shower with pressure balance valve keeps water temperature consistent and elegant single-lever vanity faucets. Distinctive clear glass shower stall with ceiling light. Full-height ceramic wall tiles around bathtub/shower stall surround. Quality exhaust fan vented to exterior. Privacy door lock.</p>
Laundry Room	<p>Space-efficient stacked GE or Samsung dryer and Energy Star GE or Samsung washer. Heavy-duty wiring and receptacle. Ventilation to the exterior with automatic relay sensor exhaust control</p>
Comfort Systems	<p>Suite thermostatic controlled air conditioning and heating. Central hot water system. Your suite features an individual hydro system.</p>
Electrical Service and Fixtures	<p>Individual service panel with circuit breakers. Designer inspired light fixtures in foyer, bedroom(s), den and walk-in closet. Convenient switch-controlled split outlets in living room. Capped ceiling light outlet in dining room and over optional kitchen island. Contemporary white Decora-style receptacles and light switches throughout the suites. Telephone and cable television outlets in bedrooms and living room.</p>
Safety and Security	<p>24-hour concierge, monitors live closed-circuit cameras throughout the garage area as well as community access system including direct 2-way communication with push call buttons from parking and entry areas. Personally encoded suite intrusion alarm system, with suite door contact and keypad connected to concierge desk for total security. Personal keyless entry pendants providing authorized proximity access to the garage door and computer controlled entry doors in common areas. Enter-phone with cameras located in lobby and visitor parking entrances allow residents to view visitors through a dedicated television channel before authorizing entrance to the building. Fire alarm speaker and heat detector connected to fire alarm annunciation panel, and a hard wired smoke detector.</p>
Appliance Package	<p>Energy Star high efficiency multi-cycle dishwasher & 18 cubic foot frost-free refrigerator in Samsung and GE or similar. 30" smooth-top stove with convenient self-cleaning oven in GE or similar. GE or similar, Built-in over-the-range microwave hood vented to the exterior.</p>

EDEN PARK TOWER

Definition of Standard Unit

The specifications constituting a standard residential townhouse unit are as follows:

TYPE OF SPECIFICATION	NATURE OF SPECIFICATION
Standard Unit Features	White stippled ceilings except kitchen, laundry & bathrooms, which are smooth white semi-gloss. Interior walls owner's choice of one colour latex. White semi-gloss on kitchens, bathrooms, laundry room & trim.
Exterior Finishes	Metal insulated flush entry doors with weather-stripping with antique brass or chrome grip set, house numbers and porch lamp. Wood sills on all windows. Casement vinyl windows throughout (with screens on all operating windows and thermopane sliders on other elevations). Roll up garage doors. One water tap in front yard and one in garage. Large deck area with Doladeck finish. Pre-finished aluminum soffits, fascia, eaves and downspouts.
Interior Finishes	Quality oak railings and pickets for main stairways as per plan. Painted colonial or classical style interior passage doors. Four and one quarter inch colonial baseboard. Two and five eighths inch colonial casing on all windows and doors. Antique or polished brass or chrome finish hardware.
Floor Coverings	Quality 12x12 ceramic or slate tile flooring in foyer from vendor's samples, as per plan. 12x12 ceramic floor in kitchen, breakfast area, baths areas as per vendor's samples. Forty ounce broadloom with 1/16" foam underpad in family room, dining room, hallways, bedrooms and main stairway as per vendor's samples.
Kitchens	Quality kitchen cabinets and basic countertops from vendor's samples as per plan. Double stainless steel sink with single-lever faucet and vegetable spray. Ceramic tile backsplash from vendor's samples. Upgraded built-in high capacity stove hood fan, outside vented with 6" duct, Sakura or equivalent. Heavy-duty wiring and receptacle for stove.
Bathrooms	Ensuites with tubs or separate shower stall as per plan. Choice of vanity cabinets and cultured marble countertop from vendor's samples. Pressure and temperature balance single lever faucets in showers. Pot light in shower. Mirror over vanity. White bathroom fixtures throughout.
Laundry Room	Heavy-duty wiring and exterior vent for washer and dryer.
Comfort Systems	Individually controlled forced air high efficiency gas furnace. Thermostat on main floor. Air conditioning unit installed. Individually metered hydro, gas and water. Hot water tank (rental) unit.
Electrical Service and Fixtures	Individual 100-ampere service panel with circuit breakers. White decora receptacles and switches throughout. Ceiling light fixtures in foyer hallway and walk in closet where applicable, as well as in all bedrooms. Attractive modern ceiling track lights in kitchen. Switch-controlled split outlets in living room. Telephone and cable television outlets in master bedroom, living room and ground floor. One outlet in garage and one on deck. Rough-in central vacuum outlets (3) one on each floor. Electric door chime for entrance door. Ground fault circuit breaker for baths and two exterior.
Safety and Security	Smoke detectors on all floors as per Fire Code.
Appliance Package	Standard refrigerator, stove, washer, dryer and dishwasher.

The aforementioned specifications may not be available at all times. The aforementioned items are meant as a guide and other items of comparable quality may be substituted as and when necessary and such substituted items will constitute part of the standard unit.

APPENDIX "B" TO BY-LAW #1

ARTICLE 1 - PRE-MEDIATION PROCEEDINGS

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

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

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

ARTICLE 2 - MEDIATION

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

Selection and Role of the Mediator:

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

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

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

Party Confidentiality:

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

Pre-mediation Information:

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

Authority to Settle:

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

Mediator Confidentiality:

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

Legal Representation:

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

Right to Withdraw:

In accordance with Section 132 of the *Condominium Act, 1998*, it is mandatory that each party to the dispute attend the initial mediation session. Prior to such attendance, each party shall provide the mediator with a brief description of the dispute in writing. Subject to the foregoing requirements, each party shall be entitled to withdraw at and from the initial mediation session, following which the arbitration provisions set forth in Article 3 of Appendix "B" to this By-law shall apply.

Costs of the Mediation:

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

Notice and Report:

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

Settlement:

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

ARTICLE 3 - ARBITRATION

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

Selection of Arbitrator:

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

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

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

Pre-arbitration Information:

The party initiating arbitration proceedings shall do so by notice in writing to the other party within ten (10) days following the date of selection of the sole arbitrator, setting forth a brief description of the issue(s) or matter(s) submitted for arbitration. The notice shall commence the arbitration proceedings.

The responding party shall, within ten (10) days of the date of receipt of notice of the initiating party, reply by setting forth a brief description of any additional or further issues or matters it wishes to submit for arbitration in the context of the overall controversy.

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

Recording of evidence:

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

Exchange of written statements:

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

Arbitration Hearing:

Within forty-five (45) days of the date of exchange of written statements, and the production of any documents required to be produced by the arbitrator for delivery to another party or parties, a hearing will be convened by the arbitrator for the presentation of evidence and the submission of oral arguments by or on behalf of the disputing parties, and the arbitrator shall determine any matters of procedure regarding the arbitration proceedings which are not specified herein, in accordance with the *Arbitration Act, 1991*. To ensure the timeliness of the proceedings, the arbitrator may impose financial penalties for the breach of any time limits imposed or established in connection with the submission of written statements, the provision of any documents, or the taking of any step or action by any of the parties in respect of the arbitration proceedings, not exceeding the sum of \$500 per breach.

Authority of the Arbitrator:

The arbitrator shall have the power to make an order for the detention, preservation or inspection of property or documents that are the subject matter of the arbitration (or connected with any question that may arise during the arbitration proceedings), and the arbitrator shall have the power to order any party to provide security in connection with same, akin to the powers exercisable under Section 18(1) of the *Arbitration Act, 1991*. Any objection to the lack of jurisdiction of the arbitrator to arbitrate the matter(s) or issue(s) in dispute, or pertaining to the arbitrator exceeding his or her authority, shall be raised by the party alleging same as soon as reasonably possible after the arbitration has been commenced, and any such objection shall be ruled upon by the arbitrator as a preliminary question (rather than being dealt with in his or her ultimate award), and there shall be no appeal or review of such ruling under Section 17(8) of the *Arbitration Act, 1991*.

ARTICLE 4- ARBITRAL AWARD

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

Costs of the Arbitration:

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

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

Any notice required to given in accordance with this By-law shall be given in accordance with Section 47(7) of the *Condominium Act, 1998*.

FOR OFFICE USE ONLY

Number YR...1753603... CERTIFICATE OF RECEIPT

DEC 06 2011 @ 11:17

YORK REGION No. 88 NEWMARKET

Handwritten signature and name: David Hashem

New Property Identifiers

Additional: See Schedule

Executions

Additional: See Schedule

(1) Registry Land Titles (2) Page 1 of 5 pages

(3) Property Identifier(s) 29730-0001 to 29730-1496, both inclusive Block Property Additional: See Schedule

(4) Nature of Document Condominium By-Law No. 2 (Condominium Act 1998)

(5) Consideration TWO Dollars \$ 2.00

(6) Description All units and common elements comprising the property included in the York Region Standard Condominium Plan No. 1199 Town of Markham Regional Municipality of York Land Titles Division Division of York Region (No. 65)

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

(8) This Document provides as follows: See Schedule for By-Law No. 2 Continued on Schedule

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

(10) Party(ies) (Set out Status or Interest) Name(s) Signature(s) Date of Signature Y M D YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1199 Per: Hashem Ghadali, President 2011 12 05 We have authority to bind the Corporation Per: Saied Aghaei, Secretary 2011 12 05

(11) Address for Service 330 Highway No. 7 East, PH#3, Richmond Hill, Ontario L4B 3P8

(12) Party(ies) (Set out Status or Interest) Name(s) Signature(s) Date of Signature Y M D

(13) Address for Service

(14) Municipal Address of Property Multiple (15) Document Prepared by: Alan M. Sless Borden Ladner Gervais LLP Scotia Plaza 40 King St. West Toronto, ON M5H 3Y4 (013657-000011) Fees and Tax: Registration Fee, Total

CONDOMINIUM ACT, 1998

CERTIFICATE IN RESPECT OF A BY-LAW

(under subsection 56(9) of the *Condominium Act, 1998*)

York Region Standard Condominium Corporation No. 1199 (known as the "Corporation") certifies that:

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

DATED this 5th day of December, 2011

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1199

Per: 
President - Hashem Ghadaki

Per: 
Secretary - Saeid Aghaei

We have the authority to bind the Corporation.

**SCHEDULE "A" TO A CERTIFICATE IN RESPECT OF A BY-LAW
YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1199
BY-LAW NO. 2**

WHEREAS 1644138 Ontario Inc. (the "Declarant") entered into or assumed obligations under the following agreements:

1. Subdivision Agreement dated the 18th day of March, 1998 between 1107656 Ontario Inc. and The Corporation of the Town of Markham, Notice of which was registered on May 27, 1998 as Instrument No. LT1272425; and
2. Development Phasing Agreement dated the 6th day of April, 1998 between 1107656 Ontario Inc. and The Regional Municipality of York, Notice of which was registered on June 17, 1998 as Instrument No. LT1277416,

(hereinafter called the "Outstanding Municipal Agreements") pertaining to the development of the lands and premises encompassed within the condominium description plan of the Corporation (hereinafter referred to as the "Lands");

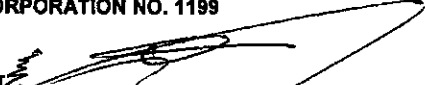
Be it enacted as a By-law of York Region Standard Condominium Corporation No. 1199 (hereinafter referred to as this or the "Corporation") as follows:


1. That the Corporation enter into an agreement with the Declarant and the City having substantially the same form and content as the draft agreement annexed hereto as Schedule "A" (hereinafter referred to as the "Assumption Agreement"), for the purposes of formally assuming all obligations and liabilities of the Declarant arising under the Outstanding Municipal Agreements to maintain the works, services and/or facilities heretofore constructed or installed by the Declarant within the Lands;
2. That all terms, provisions and conditions set out in the Outstanding Municipal Agreements, and in the Assumption Agreement (including without limitation, all covenants and agreements by or on behalf of the Corporation therein set out), are hereby authorized, ratified, sanctioned and confirmed; and
3. That any two officers and/or directors of the Corporation be and are hereby authorized to execute, on behalf of the Corporation, the Assumption Agreement, together with all other documents and instruments which are ancillary thereto, including without limitation, all instruments, applications and/or affidavits which may be required in order to register the Assumption Agreement on title to the Lands. The affixation of the corporate seal of the Corporation to all such documents and instruments is hereby authorized, ratified, sanctioned and confirmed.

York Region Standard Condominium Corporation No. 1199 hereby enacts the foregoing by-law, having been duly approved by all of the directors of the Corporation and confirmed, without variation, by the Declarant who owns 100 percent of the units in the Corporation, pursuant to the provisions of the Act.

DATED this _____ day of December, 2011.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1199

Per: 
 President - Hashem Ghadaki

Per: 
 Secretary - Saied Aghaei

We have the authority to bind the Corporation.

SCHEDULE "A" TO BY-LAW NO. 2

ASSUMPTION AGREEMENT

THIS AGREEMENT made as of the ____ day of _____, 20__

BETWEEN:

1644138 ONTARIO INC.
(hereinafter called "Ontario")

-and-

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1199
(hereinafter called the "Condominium Corporation")

-and-

TOWN OF MARKHAM
(hereinafter called the "Town")

WHEREAS Ontario is the declarant of the Condominium Corporation, and prior to the latter's registration as a condominium, Ontario entered into or assumed obligations under the following agreements:

- 1. Subdivision Agreement dated the 18th day of March, 1998 between 1107656 Ontario Inc. and The Corporation of the Town of Markham, Notice of which was registered on May 27, 1998 as Instrument No. LT1272425; and
- 2. Development Phasing Agreement dated the 6th day of April, 1998 between 1107656 Ontario Inc. and The Regional Municipality of York, Notice of which was registered on June 17, 1998 as Instrument No. LT1277416,

(hereinafter called the "Outstanding Municipal Agreements");

AND WHEREAS Ontario has satisfied all of the financial obligations referred to in the Outstanding Municipal Agreements as same relate to the Condominium Corporation;

AND WHEREAS the parties hereto have entered into these presents in order to formally evidence and confirm the Condominium Corporation's agreement to assume all outstanding obligations and liabilities set forth in the Outstanding Municipal Agreements pertaining to the maintenance of any works, services and/or facilities with respect to the lands and premises encompassed within the Condominium Corporation's condominium plan;

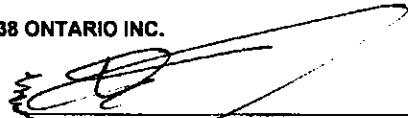
NOW THEREFORE THESE PRESENTS WITNESSETH that in consideration of the sum of \$10.00 of lawful money of Canada now paid by each of the parties hereto to the other, and for other good and valuable consideration (the receipt and sufficiency of which is hereby expressly acknowledged), the parties hereto hereby confirm the veracity of the foregoing recitals, both in substance and in fact, and the Condominium Corporation hereby covenants and agrees, to and with Ontario and the Town, as follows, namely:

- 1. That the Condominium Corporation hereby assumes (and shall be bound by) all of the terms and provisions contained in the Outstanding Municipal Agreements, including without limitation, all outstanding obligations and liabilities pertaining to the maintenance of any works, services and/or facilities with respect to the lands and premises encompassed within the Condominium Corporation's condominium plan;
- 2. That the Condominium Corporation shall execute and give such further documents and/or assurances as the Town and/or Ontario may hereafter require, from time to time, in order to evidence and confirm the foregoing;
- 3. That if any claim or proceeding is made or pursued against Ontario by the Town (or if any security heretofore provided or posted by Ontario with the Town to ensure the fulfilment of any outstanding obligations arising under the Outstanding Municipal Agreements has been drawn down by the Town) as a result of (or arising from or in connection with) the breach of any term or provision of the Outstanding Municipal Agreements committed by the Condominium Corporation (or by anyone for whose actions or omissions the Condominium Corporation is liable at law or in equity), then the Condominium Corporation shall fully indemnify and save Ontario harmless from and against all costs, claims, damages and/or liabilities which Ontario may suffer or incur as a result thereof or in connection therewith; and
- 4. That the Town shall obtain the benefit of all covenants and agreements hereinbefore set forth, and shall be entitled to rely upon the Condominium Corporation's assumption of all outstanding

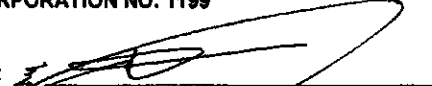
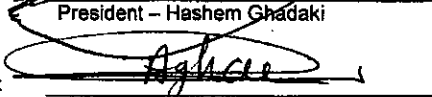
obligations and liabilities arising under (or in connection with) the Outstanding Municipal Agreements, notwithstanding that the Town is not a signatory to these presents.

IN WITNESS WHEREOF the undersigned parties have hereunto executed these presents as of the date first above-mentioned.

1644138 ONTARIO INC.

Per: 
President - Hashem Ghadaki
I have the authority to bind the Corporation.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1199

Per: 
President - Hashem Ghadaki
Per: 
Secretary - Saeid Aghaei
We have the authority to bind the Corporation.

FOR OFFICE USE ONLY

Number YR... 1753613
CERTIFICATE OF RECEIPT

DEC 06 2011 *211-24*

**YORK REGION
 No. 65
 NEWMARKET**

Land Registrar

New Property Identifiers

Additional: See Schedule

Executions

Additional: See Schedule

(1) Registry Land Titles (2) Page 1 of 4 pages

(3) Property Identifier(s) 29730-0001 to 29730-1496, both inclusive Block Property Additional: See Schedule

(4) Nature of Document
 Condominium By-Law No. 3 (Condominium Act 1998)

(5) Consideration
 TWO Dollars \$ 2.00

(6) Description
 All units and common elements comprising the property included in the York Region Standard Condominium Plan No. 1199 Town of Markham Regional Municipality of York Land Titles Division Division of York Region (No. 65)

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

(8) This Document provides as follows:
 See Schedule for By-Law No. 3
 Continued on Schedule

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

(10) Party(ies) (Set out Status or Interest)
 Name(s) Signature(s) Date of Signature
 YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1199 *[Signature]* 2011 12 05
 Hashem Ghadaki, President
 We have authority to bind the Corporation *[Signature]* 2011 12 05
 Saeid Aghaei, Secretary

(11) Address for Service
 330 Highway No. 7 East, PH#3, Richmond Hill, Ontario L4B 3P8

(12) Party(ies) (Set out Status or Interest)
 Name(s) Signature(s) Date of Signature

(13) Address for Service

(14) Municipal Address of Property
 Multiple

(15) Document Prepared by:
 Alan M. Sless
 Borden Ladner Gervais LLP
 Scotia Plaza
 40 King St. West
 Toronto, ON
 M5H 3Y4 (013657-000011)

Fees and Tax	
Registration Fee	
Total	

CONDOMINIUM ACT, 1998

CERTIFICATE IN RESPECT OF A BY-LAW

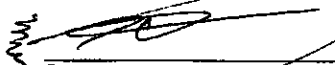
(under subsection 56(9) of the *Condominium Act, 1998*)

York Region Standard Condominium Corporation No. 1199 (known as the "Corporation") certifies that:

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

DATED this 5th day of December, 2011.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1199

Per: 

 President - Hashem Ghadaki

Per: 

 Secretary - Saeid Aghaei

We have the authority to bind the Corporation.

**SCHEDULE "A" TO A CERTIFICATE IN RESPECT OF A BY-LAW
YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1199
BY-LAW NO. 3**

A by-law respecting an easement for vehicular and pedestrian passage from the Corporation for the benefit of certain lands and premises adjoining the Condominium (as hereafter defined).

WHEREAS:

- A. The Corporation maintains, administers and controls the common elements of York Region Standard Condominium Plan No. 1199 (the "Condominium") and is authorized in accordance with Sections 21 and 56 of the *Condominium Act, 1998*, S.O. 1998, C.19 to grant or transfer and easement or licence through the common elements; and
- B. The Corporation has agreed to grant an easement for vehicular and pedestrian passage over certain parts of the common elements for the benefit of certain lands adjoining the Condominium

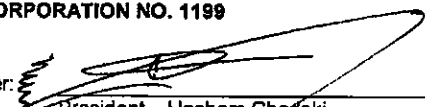
Be it enacted as a By-law of York Region Standard Condominium Corporation No. 1199 (hereinafter referred to as this or the "Corporation") as follows:

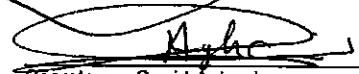
- 1. The Corporation do grant, execute and deliver an easement (the "Easement"), in the form attached as Schedule "A" to this By-Law No. 3, over those portions of the common elements, as more particularly described in the Easement, in favour of the lands and premises adjoining the Condominium as more particularly set out in the Easement, for the purposes of vehicular and pedestrian passage; and
- 2. That any two officers and/or directors of the Corporation be and are hereby authorized to execute, on behalf of the Corporation, the Easement, together with all other documents and instruments which are ancillary thereto, including without limitation, all instruments, applications and/or affidavits which may be required in order to register the Easement on title to the lands comprising the Condominium. The affixation of the corporate seal of the Corporation to all such documents and instruments is hereby authorized, ratified, sanctioned and confirmed.

York Region Standard Condominium Corporation No. 1199 hereby enacts the foregoing by-law, having been duly approved by all of the directors of the Corporation and confirmed, without variation, by the Declarant who owns 100 percent of the units in the Corporation, pursuant to the provisions of the Act.

DATED this 5th day of December, 2011.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1199

Per: 
President - Hashem Ghadaki

Per: 
Secretary - Saëid Aghaei

We have the authority to bind the Corporation.

EASEMENT

The Transferor hereby grants to the Transferee, its successor in title, assigns, agents, tenants, customers, employees, invitees and all others authorized by the Transferee, a free, uninterrupted and unobstructed and non-exclusive easement for the purposes hereinafter set out in, over, along and upon the driveway situate within the Common Elements on Level 1 of York Region Standard Condominium Plan No. 1199, for the purposes of vehicular and pedestrian ingress and egress, being the Servient Lands, which are hereinafter referred to as the "Easement Lands".

This easement is for the benefit of those lands owned by the Transferee, being the lands described as Part of Block 50, Plan 65M-3226, designated as Part 2, Plan 65R-31776, Town of Markham, being all of PIN 03029-1425 (LT), referred to as the "Dominant Lands".

1. This easement is for the purpose of allowing all those entitled thereto vehicular and pedestrian ingress and egress over the Easement Lands to and from and for the benefit of the Dominant Lands.
2. The Transferor, for itself, its successors and assigns, covenants with the Transferee, its successors and assigns, to remove from and to keep the Easement Lands free and clear of and unencumbered by buildings, structures, improvements and landscaping. The foregoing shall not prevent the construction on the Easement Lands of curbing and paving.
3. The Transferee hereby releases and indemnifies the Transferor from any and every claim which might arise out of the exercise by the Transferee of any of the rights granted by this grant of easement or which may arise out of the existence or operation of the construction or use of the Easement Lands by the Transferee or its successors in title from time to time or from any claim which might arise against the Transferor for injury, death or damage to property or otherwise in relation to the exercise of any rights granted under this easement to the Transferee, its successors in title, assigns, agents or employees, and the Transferee accepts in exchange the consideration of the granting of this easement.
4. The rights and easement hereby granted are and shall be of the same force and effect to all intents and purposes as a covenant running with the land and this grant, including all of the covenants and conditions herein contained, shall extend to, be binding upon and enure to the benefit of the heirs, executors, administrators, successors in title and assigns of the parties hereto respectively, and all covenants herein contained shall be construed to be several as well as joint and wherever the singular or the masculine is used, it shall be construed as if the plural or the feminine or the neuter, as the case may be, had been used where the context or the party or parties hereto so require, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.