

<p style="writing-mode: vertical-rl; transform: rotate(180deg); font-size: small;">FOR OFFICE USE ONLY</p> <div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: 80%;"> <p style="text-align: center; font-weight: bold;">YR.306.S.323..... CERTIFICATE OF RECEIPT CERTIFICAT DE RÉCÉPISSÉ</p> <p style="text-align: center; font-size: large;">FEB 07 2020 @9:28</p> <p style="text-align: center; font-size: small;">YORK REGION No. 65 LAND REGISTRAR REGISTRATEUR</p> </div> <p style="margin-top: 20px;">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 25 pages</p>
	<p>(3) Property Identifier(s) Additional: See Schedule <input type="checkbox"/> Block Property 29955-0001(LT) to 29955-1022(LT) both inclusive</p>
	<p>(4) Nature of Document Condominium By-law No. 1 (Section 56 of the Condominium Act, 1998)</p>
	<p>(5) Consideration Nil Dollars \$ Nil</p>
	<p>(6) Description All units and common elements comprising the property included in York Region Standard Condominium Plan No. 1424, in the City of Richmond Hill, Land Titles Division of the York Region Land Registry Office (No. 65)</p>
	<p>(7) This Document Contains <input type="checkbox"/> (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/></p>

(8) This Document provides as follows:

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

Continued on Schedule

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

<p>(10) Party(ies) (Set out Status or Interest) Name(s)</p> <p>YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1424</p>	<p>Signature(s)</p> <div style="text-align: center;"> </div> <p>Name: Saeid Aghaei Title: Secretary I have authority to bind the Corporation.</p>	<p>Date of Signature Y M D</p> <p style="text-align: center;">2020 02 05</p>
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(11) Address for Service **c/o Times Property Management Inc. 350 Highway #7 East, PH7, Richmond Hill, ON L4B 3N2**

<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

(14) Municipal Address of Property

**All Units on all Levels at
384, 386, 388, 390, 392, 394, 396,
and 398 Highway No. 7 East,
Richmond Hill, ON**

(15) Document Prepared by:

**Alexander Foundos
DelZotto, Zorzi LLP
4810 Dufferin Street, Suite D
North York, ON
M3H 5S8**

FOR OFFICE USE ONLY	Fees and Tax	
	Registration Fee	
	Total	

CERTIFICATE IN RESPECT OF A BY-LAW
(under subsection 14(1) of Ontario Regulation 48/01 and subsection 56(9) of the
Condominium Act, 1998, and referred to in subsection 38(1) of Ontario Regulation 49/01)


Condominium Act, 1998

York Region Standard Condominium Corporation No. 1424 (hereinafter referred to as the "Corporation") certifies that:

1. The copy of by-law number 1, attached hereto 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. *(Please check the statement that applies)*
 - [Fillable check box] The owners of a majority of the units in the Corporation have voted in favour of confirming the by-law with or without amendment [if clause 56(10)(a) of the *Condominium Act, 1998* applies but subsection 14(2) of Ontario Regulation 48/01 does not apply].
 - [Fillable check box] The majority of the owners present or represented by proxy at a meeting of owners have voted in favour of confirming the by-law with or without amendment [if clause 56(10)(a) of the *Condominium Act, 1998* and subsection 14(2) of Ontario Regulation 48/01 apply].
4. *(Please check the following statement, if the by-law is a joint by-law under section 59 of the Condominium Act, 1998)*
 - [Fillable check box] The by-law is a joint by-law made under section 59 of the *Condominium Act, 1998* and is not effective until the corporations that made it, being _____, have each registered a copy of the joint by-law in accordance with subsection 56(9) of the *Condominium Act, 1998*.

DATED this 5th day of February, 2020.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1424


Per: _____
Saeid Aghaei - Secretary
I have authority to bind the Corporation

**SCHEDULE "A" TO CERTIFICATE IN RESPECT OF A BY-LAW OF
YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1424**

BY-LAW NO. 1

Be it enacted as a by-law of York Region Standard Condominium Corporation No. 1424 (hereinafter referred to as this or the "Corporation" or this or the "Condominium") as follows:

ARTICLE I - DEFINITIONS

- 1.01 In addition to those words, terms, and/or phrases specifically defined in this by-law, the words, terms, and/or phrases used herein shall have the meanings or definitions ascribed to them 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 collectively referred to as the "Act"), and in the declaration of the Corporation (hereinafter referred to as the "Declaration"), unless this by-law specifies otherwise, or unless the context requires otherwise.

ARTICLE II - SEAL

- 2.01 The seal of the Corporation shall be in the form impressed hereon (or in the margin immediately beside this section). Notwithstanding that the Corporation has a seal, any documents or instruments executed by or on behalf of the Corporation, and intended to bind the Corporation (including any documents or instruments that would ordinarily require the seal of the Corporation to be affixed thereto) need not be executed under seal, provided the statement "I/We have the authority to bind the Corporation" is noted below the signature(s) of the person(s) duly authorized to sign any such documents or instruments for and on behalf of the Corporation, and such documents or instruments shall accordingly have the same force and effect (for all purposes) as if same had been executed under the seal of the Corporation.

ARTICLE III - RECORDS

- 3.01 The Corporation shall keep and maintain all records required by section 55 of the Act, including the following lists, items, records, and documents (hereinafter collectively referred to as the "Records"):
- a) all financial records of the Corporation [and of the declarant of the Corporation (hereinafter referred to as the "Declarant")] relating to the operation of the Corporation, for at least six (6) years from the end of the last fiscal period to which they relate;
 - b) the minute book of the Corporation containing, amongst other things, the minutes of owners' meetings and the minutes of board meetings;
 - c) a copy of the registered Declaration, together with the registered by-laws and current rules of the Corporation, including a copy of all applications made under section 109 of the Act to amend the Declaration (if applicable) for which the court has not made an order [as contemplated in subsection 76(1)(g) of the Act];
 - d) the seal of the Corporation;
 - e) copies of all agreements entered into by the Corporation, or by the Declarant or the Declarant's representatives on behalf of the Corporation, including all management contracts, deeds, leases, licences, easements, and agreements entered into by the Corporation pursuant to subsection 98(1)(b) of the Act that bind or affect any unit(s);
 - f) copies of all policies of insurance, and the related certificates or memoranda of insurance for each of the Corporation's current insurance policies, and copies of 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) a record of the names and corresponding addresses for service of each owner and mortgagee that the Corporation receives in writing from owners and mortgagees respectively, maintained in accordance with the provisions of subsection 46.1(3) of the Act (hereinafter referred to as the "Voting Record");
 - i) a record of all written notices received by the Corporation from owners who lease their respective units, or who renew any such leases (i.e. confirming that an owner's unit has been leased, together with the lessee's name, the owner's address, and a copy of the lease or renewal, or a summary of same in the form prescribed by the Minister of Government & Consumer Services), as well as all written notices received by the Corporation from owners confirming that any such leases have been terminated and not renewed, maintained in accordance with the provisions of subsection 83(3) of the Act (hereinafter collectively referred to as the "Leasing Record");
 - j) all records that the Corporation has or possesses (or which are under its control) related to the units or to employees of the Corporation;
 - k) all existing warranties and guarantees for all equipment, fixtures, and chattels included in the sale of either the units or the common elements, that are not protected by warranties and guarantees given directly to a unit purchaser;
 - l) the as-built architectural, structural, engineering, mechanical, electrical, and plumbing plans;

- m) the as-built specifications, indicating all substantive changes, if any, from the original specifications;
- n) all existing plans for underground site services, site grading, drainage and landscaping, and television, radio, or other communication services;
- o) all other existing plans and information not mentioned in the preceding subsections 3.01(l), (m), and (n) hereof, that are relevant to the repair or maintenance of the property;
- p) if the property of the Corporation is subject to the *Ontario New Home Warranties Plan Act*, R.S.O. 1990, as amended (hereinafter referred to as the "ONHWP Act"):
 - i) proof, in the form (if any) prescribed by the Minister of Government & Consumer Services, that the units and common elements have been enrolled with Tarion Warranty Corporation within the meaning of the ONHWP Act, and in accordance with the regulations made thereunder; and
 - ii) a copy of all final reports on inspections that Tarion Warranty Corporation requires to be carried out on (or with respect to) the common elements;
- q) a copy of the table that the Declarant has delivered setting out the responsibilities for repair after damage and maintenance, and indicating whether the Corporation or the owners are responsible;
- r) a copy of the schedule that the Declarant has delivered pursuant to subsection 43(5)(h) of the Act, 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;
- s) a record of all reserve fund studies, and all plans to increase the reserve fund pursuant to subsection 94(8) of the Act (hereinafter collectively referred to as the "Reserve Fund Record");
- t) a copy of the most current disclosure statement delivered by the Declarant to a unit purchaser prior the turnover meeting;
- u) the performance audit report described in subsection 44(8) of the Act, which the Corporation receives from the person who conducts said performance audit, if applicable;
- v) a copy of any order appointing an inspector or administrator, if applicable, pursuant to section 130 or 131 of the Act, together with any report that the Corporation receives from an inspector in accordance with subsection 130(4) of the Act;
- w) a copy of all status certificates issued by the Corporation under section 76 of the Act [together with copies of all notices issued by or to the Corporation that accompany (or are referred to in) said status certificates, including all notices issued under subsection 94(9) and section 109 of the Act] within the previous ten (10) years, as required by section 15 of O. Reg. 48/01;
- x) a copy of all notices of meetings of owners sent by or on behalf of the Corporation (specifying the nature of the business to be presented at each meeting, or having respectively appended to them an agenda of the matters to be considered at each meeting), within the previous ten (10) years;
- y) a copy of all notices of lien issued by the Corporation to delinquent owners pursuant to subsection 85(4) of the Act, in respect of which the corresponding certificates of lien have not been discharged or vacated by court order;
- z) all records relating to actual or pending litigation (or insurance investigations) involving the Corporation [as contemplated in subsection 55(4)(b) of the Act], together with copies of all outstanding judgements against the Corporation [as contemplated in subsection 76(1)(h) of the Act];
- aa) a copy of the budget of the Corporation for the current fiscal year, including all amendments (if any) made thereto, together with the last annual audited financial statements and the auditor's report on such statements [as contemplated in subsection 76(1)(i) of the Act];
- bb) a copy of all minutes of settlement and/or written decisions made by any mediator or arbitrator appointed pursuant to section 132 of the Act, regarding any issue(s) in dispute involving the Corporation (or to which the Corporation is a party), together with copies of all court orders issued in those circumstances where the Corporation was a party to the proceeding or otherwise directly affected thereby; and
- cc) all other records as may be prescribed or specified in any other by-laws of the Corporation, together with copies of all other materials received by the Corporation that the regulations to the Act may hereafter require the Declarant to deliver on or shortly after the turnover meeting [as contemplated in subsection 43(5)(m) of the Act].

ARTICLE IV - MEETING OF UNIT OWNERS

- 4.01 **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 on such day and time in each year, as the board of directors of the Corporation (hereinafter referred to as the "board" or the "board of directors") may from time to time determine, for the purpose of hearing and receiving the reports and statements required by the Act, the Declaration 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 set out in the notice of meeting or otherwise 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 may from time to time may require.

- 4.02 **The First Annual General Meeting:** Pursuant to subsection 45(2) of the Act, the board shall hold the first annual general meeting of owners not more than three (3) months after the registration of the Declaration, and subsequently within six (6) months of the end of each fiscal year of the Corporation. The owners shall, at such first meeting, appoint one or more auditors to hold office until the close of the next annual meeting, and if the owners fail to do so, the board shall forthwith make such appointment. The remuneration of an auditor shall be fixed by the owners (if the auditor is appointed by the owners), or fixed by the board (if authorized to do so by the owners, or if the auditor is appointed directly by the board). The Corporation shall then give notice in writing to an auditor of his or her appointment forthwith after such appointment is made.
- 4.03 **Turnover Meeting:** The board, elected at a time when the Declarant owns a majority of the units shall, not more than twenty-one (21) days after the Declarant ceases to be the registered owner of a majority of the units, call a meeting of the owners to elect a new board, and such meeting shall be held within twenty-one (21) days after the calling of the meeting (hereinafter referred to as the "Turnover Meeting"). If the Turnover Meeting is not called within such time, any owner or any mortgagee entitled to vote may call the meeting. At the Turnover Meeting, the Declarant or its agents shall give to the new board elected at that meeting the Corporation's seal and all the books, agreements, insurance policies, bills of sale, records, and documents required to be transferred pursuant to subsection 43(4) of the Act. Moreover, within thirty (30) days after the Turnover Meeting, the Declarant shall deliver to the board all of the warranties, plans, specifications, reports, tables, schedules, records, studies, statements, and documents required to be transferred pursuant to subsection 43(5) of the Act, on the express understanding that the items described in subsection 43(5)(j) of the Act [namely, the reserve fund study that is required within the year following registration, if the Turnover Meeting is held any time after nine (9) months following such registration] and subsection 43(5)(k) of the Act (namely, all reserve fund studies that have been completed or are required to have been completed at the time that the Turnover Meeting has been held, other than the reserve fund study that is required within the year following the Condominium's registration) shall be procured at the sole cost and expense of the Corporation. Finally, within sixty (60) days after the Turnover Meeting, the Declarant shall deliver to the board audited financial statements of the Corporation prepared by the auditor, on behalf of the owners and at the expense of the Corporation, as of the last day of the month in which the Turnover Meeting was held.
- 4.04 **Special Meetings:** The board shall, upon the receipt of a requisition in writing made by any owner or owners who alone or together own not less than fifteen percent (15%) of the units and who are listed in the Voting Record as being entitled to vote [or made by any mortgagee(s) holding mortgages on not less than fifteen percent (15%) of the units and who have the right and entitlement to vote at a meeting of owners (in the place and stead of the owners of the units so mortgaged) and who are correspondingly listed in the Voting Record as being entitled to vote], 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. In addition, the board may, on its own initiative, 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.
- 4.05 **Notice of Meeting to Owners and Mortgagees:** At least fifteen (15) days' prior written notice of the place, the date, and the hour of the meeting of owners (including the First Annual General Meeting, the Turnover Meeting, and each annual or special meeting of owners), shall be given to the auditor of the Corporation and to each owner and mortgagee whose name appears in the Voting Record on the twentieth (20th) day before the date of any such meeting, in accordance with the provisions of subsections 47(2) and 70(2) of the Act. 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 his or her address for service to the Corporation), nor to any mortgagee who has failed to notify the Corporation of his or her address for service, and that he or she has become a mortgagee and is authorized or empowered in such mortgage to exercise the right of the mortgagor to vote or consent at a meeting of owners, in the place and stead of the unit owner/mortgagor. Each notice of meeting of owners shall specify the nature of the business to be presented at the meeting, or have appended to it an agenda of the matters to be considered at such meeting, and shall be accompanied by a copy of all proposed changes (if any) to the Declaration, by-laws, rules, and/or agreements involving the Corporation that are to be discussed at the meeting (if applicable), together with a copy of any requisition by any owner or owners made pursuant to section 46 of the Act (if applicable). No vote shall be taken at a meeting of owners on any matter, other than routine procedural issues, unless that matter was clearly disclosed in the notice of the meeting.
- 4.06 **Preliminary Notice to Owners and Other Notices to Owners:** Before the board sends out a notice to call a meeting of owners, it shall send a preliminary notice to the owners that is prepared in accordance with the regulations, and that correspondingly complies with the provisions and procedures outlined in section 45.1 of the Act. In the case of a preliminary notice described in subsection 45.1(1), or any other notice to owners that is not a notice of a meeting of owners, such notice shall be in writing and be given by the Corporation to those persons whose names appear in the Voting Record on the fifth (5th) day before the day the notice is given, in accordance with subsection 47(3) of the Act.
- 4.07 **Waiver of Notice by Owners and Mortgagees:** Any owner or mortgagee who attends a meeting of owners, or who is represented by proxy at any such meeting, shall be deemed to have waived the right to object to a failure by the Corporation to give the required notice of any such meeting, unless such owner or mortgagee or his or her proxy (as the case may be) expressly objects to such failure at such meeting.
- 4.08 **Auditor's Report and Financial Statements:** The Corporation shall attach to (or include with) each notice of an annual general meeting of owners a copy of the auditor's report and the financial statements of the Corporation for the previous fiscal year (as approved by the board).

- 4.09 **Minutes of Meetings:** 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 such minutes.
- 4.10 **Persons Entitled to be Present:** The only persons entitled to attend a meeting of owners shall be the owners and mortgagees entered on the Voting Record, 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.
- 4.11 **Quorum:**
- a) A quorum for the transaction of business at a meeting of owners [other than a meeting of owners mentioned or contemplated by subsection 42(6), or section 43, or subsection 45(2) of the Act, or such other meetings that are prescribed] shall be those owners who own twenty-five percent (25%) of the units in the Condominium [excluding those units not eligible to vote pursuant to subsection 49(3) of the Act].
 - b) A quorum for the transaction of business at a meeting of owners mentioned in section 43 (namely, the Turnover Meeting) or subsection 45(2) (namely, the annual general meeting), or such other meetings that are prescribed, shall be those owners who own:
 - i) twenty-five percent (25%) of the units in the Condominium [excluding those units not eligible to vote pursuant to subsection 49(3) of the Act], if it is the first attempt to hold the meeting;
 - ii) twenty-five percent (25%) of the units in the Condominium [excluding those units not eligible to vote pursuant to subsection 49(3) of the Act], if a quorum is not present at the first attempt to hold the meeting and it is the second attempt to hold the meeting; or
 - iii) fifteen percent (15%) of the units in the Condominium [excluding those units not eligible to vote pursuant to subsection 49(3) of the Act], if a quorum is not present at the second attempt to hold the meeting and it is the third or subsequent attempt to hold the meeting, and provided that no by-law has been enacted and registered in accordance with the provisions of subsection 56(9) of the Act to increase the quorum requirements.
 - c) A by-law enacted and registered in accordance with the provisions of subsection 56(9) of the Act may provide that the quorum for the transaction of business at a meeting of owners [other than a meeting of owners that is mentioned in subsection 42(6) of the Act, or that is prescribed] shall be those owners who own twenty-five percent (25%) of the units in the Condominium [excluding those units not eligible to vote pursuant to subsection 49(3) of the Act].
 - d) No vote shall be taken at a meeting of owners contemplated under subsection (b)(ii) or (iii) above on any matter, other than routine procedure, unless that matter was clearly disclosed in the notice of the first attempt to hold the meeting of owners contemplated under subsection (b)(i) above.
 - e) To count towards the required quorum at any meeting of owners, an owner must be entitled to vote at the meeting, and shall be present at the meeting or be represented by proxy.
- 4.12 **Right to Vote:** At each meeting of owners, and subject to the restrictions in sections 4.16 and 4.19 hereof, every owner of a unit that is not ineligible to vote under subsection 49(3) of the Act shall be entitled to vote at any such meeting, if such owner was entitled to receive notice of the meeting as provided by subsection 51(1) of the Act [i.e. where such owner has notified the Corporation of his or her name and address for service, and such owner's name appears in the Voting Record on the twentieth (20th) day before the date of any such meeting, in accordance with subsection 47(2) of the Act]. If a unit has been mortgaged, and the provisions of such mortgage authorize or empower the mortgagee to vote or consent at a meeting of owners in the place and stead of the unit owner/mortgagor, then provided such mortgagee is entitled to receive notice of a meeting of owners [i.e. where such mortgagee has notified the Corporation, in writing, of his or her name and address for service, and of such mortgagee's corresponding entitlement to vote or consent in the place and stead of the unit owner/mortgagor under the terms of the mortgage, and such mortgagee's name appears in the Voting Record on the twentieth (20th) day before the date of any such meeting, in accordance with subsection 47(2) of the Act], and provided further that at least four (4) days before the date of the meeting such mortgagee notifies both the owner/mortgagor and the Corporation in writing of his or her intention to exercise such right to vote or consent [in accordance with the provisions of subsection 48(1) of the Act], then such mortgagee shall be entitled to vote at such meeting in the place and stead of the owner/mortgagor. Any dispute over the right to vote shall be resolved by the chairperson of the meeting, upon such evidence from any owner or mortgagee (or their respective proxies) as the chairperson may deem sufficient. The vote of each owner or mortgagee shall be on the basis of one vote per unit, and where two (2) or more persons entitled to vote in respect of the same unit disagree on their vote, then the vote in respect of that unit shall not be counted.
- 4.13 **Conduct of Meetings and Method of Voting:** At any meeting of owners, the president of the Corporation (or to whomsoever the said president may delegate the responsibility) or failing him or her, the vice-president, or failing him or 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 or her, 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 issue or matter 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 issue or matter; provided, however, that the 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.

- 4.14 **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 any 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 is more than one estate trustee, committee, guardian, or trustee, then the provisions of section 4.16 hereof shall apply.
- 4.15 **Proxies:** An instrument appointing a proxy shall be in writing, in the prescribed form, under the hand of the appointer or the appointer's attorney. A proxy need not be an owner, and the instrument appointing a proxy shall be for one or more particular meetings of owners, and shall comply with the regulations. A vote cast by proxy is subject to the instrument appointing the proxy.
- 4.16 **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 vote in the absence of the other owner(s) or mortgagee(s), 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.
- 4.17 **Multiple Unit Mortgages:** If a unit is subject to more than one mortgage for which the mortgagee has the right to vote at a meeting of owners in the place and stead of the owner/mortgagor, then the mortgagee who has priority may exercise that right, and in such case no other mortgagee may exercise that right. If, however, a mortgagee who has priority fails to exercise that right, then the mortgagee who is next in priority may exercise that right, and in such case no other mortgagee may exercise that right. If none of the mortgagees who have the right to vote or consent on behalf of the owner/mortgagor exercises that right, then the owner/mortgagor shall have the right to vote at a meeting of owners, provided such owner is otherwise entitled to vote in accordance with the provisions of sections 4.12 and 4.19 hereof.
- 4.18 **Votes to Govern:** At all meetings of owners, every question, issue, or matter being voted on shall, unless the Act requires or provides otherwise, be decided by a majority of the votes cast by the owners (and/or mortgagees so entitled to cast a vote) that are present at the meeting in person or by proxy, provided there is a quorum at the meeting.
- 4.19 **Entitlement to Vote:** Save and except in those instances where the Act provides or stipulates that the unanimous vote of all owners is required on any matter, issue, resolution, or motion (as the case may be), an owner or mortgagee is not entitled to vote at any meeting if any common expenses or other monetary contributions that are payable in respect of the owner's or mortgagee's unit are in arrears for more than thirty (30) days prior to the meeting, provided that such an owner or mortgagee may nevertheless vote if the Corporation receives payment, by way of a certified cheque, of all the arrears (and all other costs and expenses owing to the Corporation) before the meeting is held.

ARTICLE V - BOARD OF DIRECTORS

- 5.01 **Overall Function:** The affairs of the Corporation shall be managed by the board.
- 5.02 **Number and Quorum:** Unless and until the composition of the board is hereafter formally increased by the enactment of another by-law as provided by subsection 27(2) of the Act, and except as otherwise provided or contemplated by subsections 42(4) or 42(11) of the Act, the number of directors on the board of the Corporation shall be five (5), of whom three (3) shall constitute a quorum for the transaction of business at any meeting of the board. Notwithstanding any vacancy on the board, 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.
- 5.03 **Qualifications:** Each director and each officer of the Corporation shall be a natural person who is eighteen (18) or more years of age, and
- a) such person does not have the status of an undischarged bankrupt;
 - b) such person has not been found under the *Substitute Decisions Act, 1992*, S.O. 1992, as amended, or the *Mental Health Act*, R.S.O. 1990, as amended, to be incapable of managing property;
 - c) subject to the regulations, such person has not been found to be incapable by any court in Canada or elsewhere;
 - d) such person has complied with the prescribed disclosure obligations within the prescribed time; and
 - e) such person is either an owner of a unit in the Condominium (irrespective of whether the owner resides within the unit or not), or is a member of the unit owner's immediate family [i.e. parent, child, sibling, or spouse, including a common law spouse or partner (irrespective of whether such immediate family member resides within the unit or not)], or alternatively such person is an employee or nominee of the Declarant, or an employee or nominee of any corporate owner of any unit in the Condominium.

Furthermore, no two (2) or more persons who either own, rent, or reside in the same unit in the Condominium shall be permitted to serve on the board of directors at the same time. In the event that two (2) or more persons residing in the same unit are nominated (and subsequently elected) at the same meeting, then the person(s) receiving the lesser amount of votes shall resign immediately. In the event of a tie vote, the two or more persons so nominated and elected shall then determine, between or amongst themselves, which of them shall become a director, and the other(s) shall resign immediately.

- 5.04 **Disqualification:** A person shall immediately cease to be a director or officer of the Corporation if:
- a) such person has the status of an undischarged bankrupt;
 - b) such person has been found under the *Substitute Decisions Act, 1992*, S.O. 1992, as amended, or the *Mental Health Act*, R.S.O. 1990, as amended, to be incapable of managing property;
 - c) subject to the regulations, such person has been found to be incapable by any court in Canada or elsewhere;
 - d) a certificate of lien has been registered under subsection 85(2) of the Act against a unit owned by such person, and the person does not obtain a discharge of the lien under subsection 85(7) of the Act within ninety (90) days of the registration of the certificate of lien;
 - e) such person has not completed the prescribed training within the prescribed time;
 - f) such person has not complied with the prescribed disclosure obligations within the prescribed time; or
 - g) such person fails to attend three (3) 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.
- 5.05 **Consent of Director:** No election or appointment of a person as a director shall be effective unless he or she consents in writing to act as a director, either before the meeting at which such person was so elected or appointed, or within ten (10) days thereafter. A person shall be deemed to have consented to his or her election or appointment as a director if such person is present at the meeting when so elected or appointed, and does not refuse to act as a director.
- 5.06 **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 of the Act, 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, then 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. Nothing shall preclude any retiring director(s) from running for re-election.
- 5.07 **Owner-occupied Units:** If at least fifteen percent (15%) of the units [that are not ineligible to vote under subsection 49(3) of the Act] are owner-occupied on or after the time at which the board is required to call the Turnover Meeting [pursuant to subsection 43(1) of the Act], then no persons other than the owners of owner-occupied units [as such term is expressly defined in subsection 51(5) of the Act] may elect a person to, or alternatively remove a person from, one (1) of the positions on the board (hereinafter referred to as 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 likewise be voted upon only by the owners of the owner-occupied units, and shall be elected to hold office for a term of three (3) years. If the number of owner-occupied units does not exceed fifteen percent (15%) at the Turnover Meeting, but in any subsequent year more than fifteen percent (15%) of the units become owner-occupied, then the director whose term expires in that year shall be designated as the director to be elected by owners of the owner-occupied units, and thereafter when that position becomes vacant, the director for that position shall correspondingly be voted upon only by the owners of owner-occupied units, and shall accordingly be elected to hold office for a term of three (3) years.
- 5.08 **Removal of Directors:** Save and except for the Owner-Occupied Director, a director may be removed before the expiration of his or her term by a vote of the owners at a meeting duly called for that purpose, where the owners of more than fifty percent (50%) of all of the units in the Corporation vote in favour of such removal [pursuant to subsection 33(1) of the Act]. In accordance with the provisions of this by-law dealing with the election of directors generally, the owners may, at the meeting in which the aforementioned director was removed, or at any other annual or special meeting, elect 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. Pursuant to subsection 51(8) of the Act, the Owner-Occupied Director may only be removed by a vote of the owners at a meeting duly called for that purpose, where the owners of more than fifty percent (50%) of all of the owner-occupied units in the Corporation vote in favour of removal.
- 5.09 **Filling of Vacancies:** If a vacancy arises in the board, including a vacancy in a position described in section 51(6) of the Act, then provided a quorum of the board remains in office, 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 general meeting. However, if a vacancy arises in the board and there are not enough directors remaining in office to constitute a quorum, then the remaining directors shall, without thirty (30) days of losing the quorum, call and hold a meeting of owners to fill all vacancies in the board. If the directors do not call and hold the meeting, or if there are no directors then in office, the meeting may then be called by any owner. Despite the foregoing, a vacancy resulting from an increase in the number of directors shall be filled only by election at a meeting of owners duly called for that purpose, and the director(s) so elected shall not act until the by-law increasing the number of directors is registered under subsection 56(9) of the Act.
- 5.10 **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. In addition to meetings of the directors required by the by-laws of the Corporation, a quorum of the directors may, at any time, call a meeting for the transaction of any business. Unless otherwise provided in any 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 Saturdays, Sundays, and statutory holidays as defined by the *Interpretation Act*, R.S.C. 1985, as amended) before the time when the meeting is to be held. The notice of a meeting of directors shall state the time and place of the meeting and the general nature of the business to be discussed at the meeting.

- 5.11 **Waiving Notice of a Meeting of the Board:** Notwithstanding the foregoing provisions of section 5.10 hereof to the contrary, no notice of a meeting of directors shall be necessary if all the directors are present and consent to the holding of such meeting, or if those absent have formally waived notice of the meeting in writing, or have 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 such director expressly objects to such failure at the meeting.
- 5.12 **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 subsection 35(5) of the Act and this by-law] to be present at such meeting. The board may, by resolution signed by all the directors, provide their consent, in advance, to have meetings of the board conducted in the manner contemplated herein, without the necessity of requiring new consents prior to each and every meeting, provided that such resolution (and the standing consent referred to therein) shall be automatically rendered ineffective from and after (but not prior to) the delivery to the board by any director of a written notice revoking his or her consent to such resolution.
- 5.13 **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 meetings.
- 5.14 **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 appointment of the directors to the first board by the Declarant of the Corporation in accordance with subsection 42(1) of the Act, provided that a quorum of directors is present. The first board shall hold office until a new board is elected at the Turnover Meeting. A written resolution that is adopted by the first board before the owners elect a director to the board under subsection 42(8) of the Act, and that is signed by all of the directors entitled to vote on the resolution at a meeting of the first board, is valid even though no meeting is held to vote on the resolution.
- 5.15 **Disclosure of Director's 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 (and that is or will be material to the Corporation), shall declare his or her interest in such contract or transaction (and shall correspondingly disclose in writing the nature and extent of such interest), at the meeting of the board at which said contract or transaction (or said proposed contract or transaction) is first considered, or alternatively at the next meeting of the directors held after such director first became so interested, in accordance with the provisions of subsection 40(4) of the Act. The board shall enter the disclosure made by such director in the minutes of the meeting of the board at which the disclosure was made. Such director shall not be present during discussions at said meeting, shall refrain from voting, and shall not, in respect of such contract or transaction, be counted in the quorum, unless such director's interest in such contract or transaction is (or would be) limited solely to the liability insurance for directors and officers described in section 39 of the Act, or to 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 such director is also a director, officer, or employee of the Declarant and was appointed to the first board by the Declarant under subsection 42(1) of the Act. If a director has complied with the requirements of section 40 of the Act, 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, shall not, by reason only of holding the position of director, be accountable to the Corporation or to any owners for any profit or gain realized from such contract or transaction, and such contract or transaction shall not be voidable by reason only of the director's interest therein. Even if such a director has not fully complied with the requirements of section 40 of the Act, provided such director was acting honestly and in good faith at the time the contract or transaction was (or is) entered into, such director shall not, by reason only of holding the position of director, be accountable to the Corporation or to any owners for any profit or gain realized from such contract or transaction (and such contract or transaction shall not be voidable by reason only of the director's interest therein) if the contract or transaction is confirmed or approved by at least two-thirds (2/3rds) of the votes cast at a meeting of owners duly called for that purpose, and the nature and extent of the director's interest are declared and disclosed in reasonable detail in the notice calling the meeting.
- 5.16 **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 shall exercise the care, diligence, and skill that a reasonably prudent person would exercise in comparable circumstances.
- 5.17 **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 at such meeting or to any action taken thereat, unless such director:
- a) requests that his or her dissent is entered in the minutes of the meeting; or
 - b) delivers a written dissent to the secretary of the meeting before the meeting is terminated.

A director who votes for (or consents to) a resolution is not entitled to dissent under or pursuant to the foregoing provisions hereof.

- 5.18 **Deemed Consent of a Director:** A director who was not present at a meeting at which a resolution was passed or any 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 entered into (or annexed to) the minutes of the meeting; or
 - b) delivers a written dissent to the Corporation, personally or by registered mail.

- 5.19 **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 are (or have been) 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 tortious act of any person with whom any of the monies, securities, or effects of the Corporation are (or have been) 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 (or be caused directly or indirectly by) such director's or officer's own dishonest or fraudulent act or acts, or through or by such director's or officer's gross negligence, recklessness, wilful blindness, or intentional misconduct.

- 5.20 **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, 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 that such director or officer sustains or incurs in respect of the affairs of the Corporation;

excluding, however, all costs, charges and expenses incurred directly or indirectly as a result of (or in connection with) such director's or officer's own dishonest or fraudulent act or acts, or through or by such director's or officer's gross negligence, recklessness, wilful blindness, or intentional misconduct (with all of the liabilities and costs for which each director and officer shall be indemnified being hereinafter collectively referred to as the "**Liabilities**"), unless the Act or the by-laws of the Corporation provide otherwise, on the express understanding that:

- i) no director or officer shall be indemnified by the Corporation in respect of any liabilities, costs, charges, and/or expenses that he or she sustains or incurs arising from (or in connection with) any action, suit, or other proceeding in which such director or officer is adjudged to be in breach of his or her duty to act honestly and in good faith;
 - ii) the Corporation is advised of any such action, suit, or other proceeding (and of all liabilities, costs, charges, and expenses in connection therewith) forthwith after the director or officer receives notice thereof or otherwise becomes aware of same; and
 - iii) the Corporation is given the right to join in the defense of any such action, suit, or proceeding.
- 5.21 **Indemnity Insurance for Directors and Officers:** 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

- 6.01 **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.
- 6.02 **Appointed or Elected Officers:** From time to time the board shall appoint or elect a secretary and a treasurer, and such other officers as the board may determine from time to time, including without limitation, one or more assistants to any of the officers so appointed or elected. The officer so appointed or elected may, but need not be, a member of the board. The same person may hold two or more offices. The officers of the Corporation shall have such authority and perform such duties as the board may from time to time determine, provided same are consistent with the Act, the Declaration, and the by-laws of the Corporation.
- 6.03 **Term of Office:** The board may, by resolution, remove at its pleasure any officer of the Corporation, on the express understanding that all officers shall adhere to, and be governed by, the same qualifications that apply to directors, pursuant to the provisions of sections 5.03 and 5.04 hereof.
- 6.04 **President:** The president shall, when present (unless he or she has delegated the responsibility), preside as chairperson at all meetings of the owners and of the board (or specifically designate the chairperson at all such meetings). The president shall have one (1) vote only at all meetings of the board, and shall coordinate the overall activities of the remaining members of the board, and of the officers. The president shall be charged with the general supervision of the business and affairs of the Corporation, and in the absence of a resolution of the board specifying another officer to do so, the president

shall deal directly with the Corporation's property manager and the Corporation's solicitor in all areas of concern, and shall direct the enforcement of the Act, the Declaration, the by-laws, and the rules of the Corporation, by all lawful means at the board's disposal.

- 6.05 **Vice-President:** Provided that a vice-president has been elected or appointed as an officer of the Corporation by the board of directors, then 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). If the vice-president exercises any such duty or power, then 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.
- 6.06 **Secretary:** The secretary shall give or cause to be given all notices required to be given to the owners, directors, auditors, mortgagees, and all others entitled thereto. The secretary shall attend all meetings of the directors and of the owners and shall enter (or cause to be entered) in books kept for that purpose minutes of all proceedings at such meetings. The secretary shall also cause to have the by-laws of the Corporation registered on title, and cause notice of all by-laws and rules enacted from time to time to be sent to all owners and mortgagees, as required by the Act. If no vice-president has been elected or appointed as aforesaid, then during the absence of the president, his or her duties may be performed (and his or her powers may be exercised) by the secretary. If the secretary exercises any such duty or power, then the absence of the president shall be presumed with reference thereto. The secretary shall also be the custodian of all books, papers, records, documents, and other instruments belonging to the Corporation (on the understanding that the foregoing provision does not require the secretary to physically keep these documents in his or her personal possession or custody), and shall perform such other duties as may from time to time be prescribed by the board.
- 6.07 **Treasurer:** The treasurer shall keep or cause to be kept full and accurate books of account in which shall be recorded all receipts and disbursements of the Corporation and, under the direction of the board, 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 directed by the board. The offices of secretary and treasurer may be combined. Without limiting the generality of the foregoing, the treasurer shall assist in preparing:
- a) in consultation with the property manager, the annual budget (together with the annual financial statements to be presented to the owners at the annual general meeting);
 - b) in consultation with the property manager and any other person(s) as may be selected by the board, a reserve fund plan, if and when required; and
 - c) in consultation with any person(s) selected by the board, an investment plan for the Corporation's funds.
- 6.08 **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.
- 6.09 **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 or deem appropriate.
- 6.10 **Committees:** In order to assist the board in managing the affairs of the Corporation, the board may from time to time establish or constitute such advisor committees to advise and make recommendations to the board in connection with any activities undertaken (or under consideration) by the board, including those related to management, budgets, rules, and/or any other matters related to the common elements or any facilities, services, or amenities (or any portion thereof). The members of such committees shall be appointed by the board to hold office, and may be removed at any time by resolution of the board.

ARTICLE VII - BANKING ARRANGEMENTS AND CONTRACTS

- 7.01 **Banking Arrangements:** The banking business of the Corporation (or any part thereof) shall be transacted with such bank or trust company as the board may designate 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.
- 7.02 **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 shall be signed by any two (2) officers who are also directors of the Corporation. 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. The manager of the Corporation, any two (2) officers who are also members of the board, or the Corporation's solicitor, may execute a certificate of lien or discharge thereof. Subject to the provisions of the Act and the Declaration, but notwithstanding any provisions to the contrary contained herein or in any other by-laws of the Corporation, the board may at any time (and from time to time) by resolution direct the manner in

which, and the person or persons by whom, any particular deed, transfer, assignment, contract, cheque, or obligation, or any class of deeds, transfers, assignments, contracts, cheques, or obligations of the Corporation, may or shall be signed.

- 7.03 **No Seal:** Despite anything contained in this by-law to the contrary, any document or instrument that would otherwise require a seal need not be executed under the seal of the Corporation, provided that same has been duly executed by the person or persons expressly authorized and empowered to execute same on behalf of the Corporation, nor shall any such document or instrument be duly witnessed, in order to be valid, effective, and binding upon the Corporation, 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" are clearly set out below the signature(s) of the person(s) expressly authorized and empowered to execute same on behalf of the Corporation, and any such duly executed document or instrument shall have the same validly and binding effect on the Corporation (for all purposes) as if same had been duly executed under the seal of the Corporation.
- 7.04 **Execution of the Status Certificate:** Status certificates may be signed by any officer or director of the Corporation, with or without the seal of the Corporation affixed thereto (unless otherwise required by the Act), 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

- 8.01 Unless otherwise determined by resolution of the board, the financial year of the Corporation shall end, in each year, on the last day of:
- a) the month in which the declaration and description creating the Corporation were registered, in those circumstances where such registration occurred on or between the sixteenth (16th) day and the last day of the month; or alternatively
 - b) the month immediately preceding the month in which the declaration and description creating the Corporation were registered, in those circumstances where such registration occurred on or between the first (1st) day and the fifteenth (15th) day of any month.

ARTICLE IX - THE CORPORATION

- 9.01 **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 expressly include, but shall not be limited to, the following:
- a) controlling, managing, and administering the common elements and assets of the Corporation;
 - b) taking all reasonable steps to ensure that the owners, the occupiers of units, the lessees of the common elements (if any), and the agents and employees of the Corporation comply with the provisions of the Act, the Declaration, the by-laws, and the rules of the Corporation, in a consistent and timely manner;
 - c) operating, maintaining, and repairing the common elements and assets of the Corporation in a fit and proper condition, in accordance with the provisions of the Declaration, including the repair of any units if and when the respective owners thereof fail to do so, as provided for in the Act and the Declaration;
 - d) taking all reasonable steps to collect from each unit owner his or her proportionate share of the common expenses so payable for (or in respect of) the owner's unit, and to maintain and enforce the Corporation's lien arising pursuant to subsection 85(1) of the Act against each unit in respect of which the owner has defaulted in the payment of common expenses, and retaining and instructing legal counsel and/or the Corporation's property manager to prepare and register all certificates of lien for arrears of common expenses, and to ultimately discharge said liens following payment of the respective amounts owing;
 - e) 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, on the express understanding that if any apparatus or equipment used in affecting 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;
 - f) monitoring all public or private service companies that enter upon the common elements for the purpose of supplying, installing, replacing, and/or servicing their respective systems and/or equipment [or any systems or equipment within, or appurtenant to, any unit(s)], in an effort to ensure that any such work or service does not cause any damage to the common elements, nor to any other unit(s), and causes the least amount of inconvenience and disruption to the residents of the Condominium as is reasonably possible under the circumstances;
 - g) obtaining and maintaining insurance for the property as may be required by the Act, the Declaration, or the by-laws, including, without limitation, insurance against damage to the units and common elements (excluding damage to any improvements made to any or all of the units) as may be required by the Act, the Declaration, and/or the by-laws, and procuring 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, on the express understanding that the question of what shall constitute an "improvement" made to any unit shall be determined by reference to a standard unit for the class of unit to which such unit belongs, and in this regard, the standard unit for the class of units to which all dwelling units in this Condominium belong shall be the standard units described in each of Appendix "A-1" and Appendix "A-2" to this by-law;

- h) obtaining and maintaining insurance for the benefit of all directors and officers of the Corporation against the matters described in subsections 38(1)(a) and (b) of the Act, provided such insurance is reasonably available, but expressly excluding insurance against a liability, cost, charge, or expense incurred as a result of a breach of their duty to act honestly and in good faith;
- i) entering into an insurance trust agreement with a trust company registered under the *Loan and Trust Corporations Act*, R.S.O. 1990, as amended, or with a chartered bank or other firm or company qualified to act as an insurance trustee, to ensure the proper disposition of all applicable insurance proceeds [in excess of fifteen percent (15%) of the replacement cost of the property covered by the applicable insurance policy] in the event of an insurable loss;
- j) obtaining and maintaining fidelity bonds where reasonably obtainable, in such amounts as the board may deem reasonable, for such officers, directors, and/or employees as are authorized to receive or disburse any funds on behalf of the Corporation;
- k) repairing after damage the units and the common elements in accordance with the provisions of the Act, the Declaration, and the by-laws;
- l) preparing a yearly budget statement, and causing audits to be made after every year-end of the Corporation (and correspondingly making financial statements available to the owners and mortgagees in accordance with the Act and the by-laws);
- m) providing status certificates (together with all requisite accompanying documentation, statements, and information as may be prescribed by the Act) as and when the Corporation has been requested for same, and the Corporation shall be entitled to a fee (up to the maximum amount prescribed by the Act from time to time) for providing same, provided that the Corporation shall be obliged to furnish the Declarant with a status certificate (and the requisite accompanying documentation, statements, and information as may be prescribed by the Act) as and when the Declarant requests same, from time to time, in connection with any sale, transfer, lease, or mortgage of any unit(s) in this Condominium, all without any charge or fee to the Declarant whatsoever;
- n) calling and holding meetings of owners and directors respectively, and delivering all requisite notices in connection therewith, at the times and in the manner required or contemplated by the Act, the Declaration, and by-laws of the Corporation;
- o) investing the monies of the Corporation (or monies held by the Corporation) in accordance with the provisions of the Act;
- p) establishing and maintaining one or more reserve funds that adequately provide for the major repair and replacement of the common elements and assets of the Corporation, in accordance with the provisions of the Act;
- q) taking all reasonable steps to settle, adjust, and/or refer to mediation and/or arbitration (in accordance with the provisions of the Act) any claim asserted against the Corporation, or any claim asserted by or on behalf of the Corporation; and
- r) keeping and maintaining adequate records as required by the Act, the Declaration, and the by-laws from time to time, including, without limitation, those records more particularly described in Article III hereof.

9.02 **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) entering into an agreement with a condominium property/building manager or management company to provide professional management services in respect of the property, for and on behalf of the Corporation, at a compensation to be determined by the board (and on terms and conditions acceptable to the board), pursuant to which such manager shall be obliged to perform such duties and services as the board shall authorize or deem appropriate;
- d) investing monies held by the Corporation, in accordance with the provisions of the Act;
- e) settling, adjusting, compromising, or referring to mediation or arbitration any claim or claims that may be made against or asserted by or on behalf of the Corporation, including, without limitation, the power to mediate and/or arbitrate any of the matters or issues referred to in section 132 of the Act, as well as any issues in dispute in respect of any contract(s) or agreement(s) to which the Corporation is a party;
- f) 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, the Declaration, and the by-laws of the Corporation, and securing 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 the approval of each such borrowing, loan, and/or security by a majority vote of the owners at a meeting duly called for that purpose, or as may otherwise be required by the Act, provided that the board may maintain overdraft protection in its general account, in an amount not exceeding one-twelfth (1/12th) of the Corporation's current budget, without requiring the approval or affirmative vote of any owners thereto;

- g) restricting those persons who do not reside within the Condominium's premises, and who are not guests of the owners, residents, and tenants of the Condominium, from accessing or using any of the amenities, services, and/or facilities of the Corporation, which are otherwise available for the use or enjoyment of the owners, residents, and tenants of the Condominium;
- h) objecting to assessments under the *Assessment Act*, R.S.O. 1990, as amended, on behalf of the owners, and applying for assessment review and conducting all necessary hearings on behalf of the owners, together with the power and authority to defray the costs of any such objections out of the common expenses, provided that the Corporation gives notice of the objections to the owners, as contemplated in subsection 56(1)(f) of the Act, on the express understanding that any owner may notify the Corporation in writing of such owner's desire that his or her unit assessment appeal not proceed (or be withdrawn) and that the Corporation no longer act as his or her agent regarding the objection of any such assessment, whereupon the Corporation shall take all reasonable steps to formally withdraw any appeal filed on behalf of such owner in respect of his or her unit assessment;
- i) 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 deem advisable, and to do all things and execute all documents required to give effect to the foregoing, subject to complying with any overriding provisions of the Act, if and where applicable;
- j) leasing any part of the non-exclusive use common elements, or granting or transferring any easement, right-of-way, or license over, upon, under, or through (or otherwise affecting) any part or parts of the 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, on the express understanding that to the extent that subsection 21(1) of the Act requires a by-law to authorize such a lease, licence, easement, or right-of-way, or such a release and abandonment of easement, then this by-law shall accordingly be deemed and construed for all such purposes to be (and constitute) the by-law providing the board with the requisite authority to enter into any such lease, licence, easement, or right-of-way, or any such release and abandonment of easement, and any such lease, licence, easement, right-of-way or release of easement may be executed on behalf of the Corporation by the authorized signing officer(s) of the Corporation, with or without the seal of the Corporation affixed thereto, and same shall be valid and binding on the Corporation without requiring the consent or concurrence of (or the written authorization or signature of) any unit owner(s) thereto;
- k) leasing or granting a licence over any portion of the common elements for the purpose of designating same as a parking space for the use of handicapped persons, on terms and conditions that the board considers just and reasonable, and to persons entitled by law to use such handicapped parking spaces, on the express understanding that to the extent that the Act may require a by-law to expressly authorize such a lease or licence, then this by-law shall accordingly be deemed and construed for all such purposes to be (and constitute) the by-law providing the board with the requisite authority to enter into any such lease or licence agreement or arrangement in relation to such handicapped parking space(s), and any such lease or license may be executed on behalf of the Corporation by the authorized signing officer(s) of the Corporation, with or without the seal of the Corporation affixed thereto, and same shall be valid and binding on the Corporation without requiring the consent or concurrence of (or the written authorization or signature of) any unit owner(s) thereto;
- l) periodically conducting an audit of the building and/or operations of the Corporation, as and when deemed appropriate by the board;
- m) entering into an agreement with any owner or owners who desire to make an addition, alteration, or improvement to the common elements that is not otherwise contrary to the Act or the Declaration, as provided or contemplated by subsection 98(1)(b) of the Act;
- n) entering into, or amending, any agreement with one or more other condominium corporations with respect to any shared services, amenities, or facilities (or any portion thereof), if and where applicable; and
- o) entering into (and correspondingly binding the Corporation to the terms and provisions of) the following specific agreements, with or without the seal of the Corporation affixed thereto:
 - i) an assumption agreement with the Declarant (and with the City of Richmond Hill as a party, but not as a signatory, thereto, but nevertheless enforceable by each of the Declarant and the City of Toronto against this Condominium directly), pursuant to which this Condominium shall formally assume all outstanding and ongoing obligations and liabilities of the Declarant, pursuant to (or arising under) the Site Plan Agreement (as such term is defined in this Condominium's Declaration) that pertain or relate to this Condominium, and shall correspondingly indemnify and save the Declarant harmless from and against all costs, claims, damages, and/or liabilities that the Declarant may hereafter suffer or incur as a direct or indirect result of any breach or contravention of any term(s), provision(s), or obligation(s) outlined in the Site Plan Agreement so committed by this Condominium, or by anyone else for whose actions or omissions this Condominium is liable (hereinafter referred to as the "**Assumption of Site Plan Agreement**");
 - ii) an assumption agreement with the Declarant [and with Rogers Communications Inc. (hereinafter referred to as "**Rogers**") as a party, but not as a signatory, thereto, but nevertheless enforceable by each of the Declarant and Rogers against this Condominium directly], pursuant to which this Condominium shall formally assume all outstanding and ongoing obligations and liabilities of the Declarant arising under the Bulk Internet Agreement, as such term is defined in this Condominium's Declaration (hereinafter referred to as the "**Assumption of the Bulk Internet Agreement**");

- iii) a management agreement, entered into with Times Property Management Inc. (hereinafter referred to as "Times"), with respect to Times' management functions in connection with this Condominium;
- iv) a utility monitoring agreement, entered into with Provident Energy Management Inc. (hereinafter referred to as "Provident");
- v) an agreement of purchase and sale for the Guest Suite Unit (as such term is defined in this Condominium's Declaration) entered into between the Declarant, as the vendor, and this Condominium, as the purchaser, together with the vendor take-back mortgage securing the entire purchase price for the Guest Suite Unit [namely, the principal amount of \$220,000.00 in Canadian funds, inclusive of HST, together with interest thereon at a rate of six percent (6%) per annum computed and accruing from and after the Guest Suite Transfer Date (as such term is defined in this Condominium's Declaration), for a term of ten (10) years commencing on the Guest Suite Transfer Date;
- vi) an agreement of purchase and sale for the Superintendent's Unit (as such term is defined in this Condominium's Declaration) entered into between the Declarant, as the vendor, and this Condominium, as the purchaser, together with the vendor take-back mortgage securing the entire purchase price for the Superintendent's Unit [namely, the principal amount of \$307,500.00 in Canadian funds, inclusive of HST, together with interest thereon at a rate of six percent (6%) per annum computed and accruing from and after the Superintendent Transfer Date (as such term is defined in this Condominium's Declaration), for a term of ten (10) years commencing on the Superintendent Transfer Date;
- vii) an agreement of purchase and sale for the Maintenance/Security/Miscellaneous Equipment (as such term is defined in this Condominium's Declaration) entered into between the Declarant, as the vendor, and this Condominium, as the purchaser, for the total purchase price of \$100,000.00 in Canadian funds, inclusive of HST, and to be paid in one lump sum payment in the amount of \$100,000.00, inclusive of HST, on the first anniversary of the date of registration of this Condominium;
- viii) a loan agreement and a general security agreement with (and in favour of) a Green Lender (as such term is defined in this Condominium's Declaration), together with any other security documents or instruments which may be required to evidence and/or secure an outstanding loan to be made by the Green Lender to the Corporation shortly after the registration of this Condominium's Declaration, in the amount of approximately \$600,000.00 in Canadian funds, bearing interest at a rate of six (6%) percent per annum, and with all such loan proceeds to be advanced directly to the Declarant by the Green Lender, for a term of ten (10) years commencing on the advance of the Green Loan (as such term is defined in this Condominium's Declaration); and
- ix) an addition, alteration, and/or improvement agreement, as contemplated in section 98 of the Act (hereinafter referred to as an "AAI Agreement"), with the owner of any unit desiring to implement any addition, alteration, or improvement thereto (or to any exclusive-use common element area appurtenant to such owner's unit), on terms and conditions satisfactory to the board of directors;

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

ARTICLE X - NOTICE

10.01 **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, served, or delivered, shall be sufficiently given or served if given in accordance with the following provisions:

- a) **to an owner** (who has notified the Corporation in writing of his or her ownership interest in any unit, and of his or her name and address for service), by giving same to such owner (or to any director or officer of such owner, if the owner is a corporation) either:
 - i) personally, by courier, or by ordinary mail, postage prepaid, addressed to such owner at the address for service given by such owner to the Corporation;
 - ii) by facsimile transmission, electronic mail, or by any other method of electronic communication (if the owner agrees in writing that the party giving the notice may do so in this manner); or
 - iii) delivered at the owner's unit or at the mail box for the owner's 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 Voting Record is not the address of the unit of the owner;
- b) **to a mortgagee** (who has notified the Corporation in writing of his or her interest as mortgagee in any unit, and of his or her name and address for service, and of his or her right under the terms of the mortgage to vote at a meeting of owners, or to consent in writing, in the place and stead of the mortgagor/unit owner), by giving same to such mortgagee (or to any director or officer of such mortgagee, if the mortgagee is a corporation) 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 by any other method of electronic communication (if the mortgagee agrees in writing that the party giving the notice may do so in this manner); and
- 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.

- 10.02 **Receipt of Notice:** If any notice is mailed as aforesaid, then such notice shall be deemed to have been received (and to be effective) on the second (2nd) day following the day on which same was mailed. If any notice is delivered personally, by courier, or by facsimile transmission or by any other method of electronic communication, then such notice shall be deemed to have been received (and to be effective) on the next day following the day on which same was personally delivered, couriered, telefaxed, or sent by any other method of electronic communication, as the case may be.
- 10.03 **Omissions and Errors:** Except as may otherwise be provided in accordance with the Act, 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

- 11.01 **Duties of the Board Concerning Common Expenses:** All costs, charges, and expenses that the Corporation has incurred or may incur or expend in connection with the operation, maintenance, and/or repair of the common elements and assets of the Corporation, and as more particularly described in Schedule "E" to the Declaration, together with any other expenses, charges, or costs that the board may incur or expend pursuant to the provisions of this by-law, shall be assessed by the board and levied against the owners in the proportions in which they are required to contribute to the common expenses as set forth in Schedule "D" to the Declaration. The board shall, from time to time, and at least once annually, prepare the budget for the Corporation and determine, by estimate, the amount of common expenses for the next ensuing fiscal year or remainder of the current fiscal year, as the case may be, which shall specifically include a provision for the Corporation's reserve fund as required by the Act.
- 11.02 **Duties of the Board Concerning Reserve Fund:** In addition to the foregoing, the Corporation shall establish and maintain a reserve fund in accordance with the requirements of the Act, and make sufficient provision for such reserve fund in the Corporation's annual budget, and shall accordingly collect from the owners (as part of their contributions towards the common expenses) amounts that the board determines sufficient for the major repair and replacement of the common elements and assets of the Corporation, calculated on the basis of the expected repair and replacement costs and life expectancy of said common elements and assets. 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), and shall conduct subsequent reserve fund studies or updates thereof at the times and in the manner prescribed by the regulations to the Act, and shall notify the owners and the auditor of all plans for the future funding of the reserve, and shall implement the funding plan in accordance with the provisions of the Act.
- 11.03 **Notice of Common Expenses to Owners:** The board shall advise all owners, promptly in writing, of the amount of the common expenses payable by each of them respectively, and shall deliver copies of each budget on which the common expenses are based to all owners and mortgagees entered in the Voting Record.
- 11.04 **Owner's 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, which shall be due and payable on the first day of each and every month throughout the twelve (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. Each owner shall, forthwith following receipt of notice of the common expenses attributable to the owner's unit for the ensuing twelve (12) month period (or other period of time to which the assessment relates), provide to the Corporation 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 the Declaration, the by-laws, or the rules of the Corporation in force from time to time, committed 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.
- 11.05 **Extraordinary Expenditures and Special Assessments:** Extraordinary expenditures not contemplated in the annual budget and for which the board does not have sufficient funds, as well as any funds required to establish or augment reserves for contingencies and foreseeable or potential deficits, may be assessed at any time during the year by way of one or more special assessments, in addition to the annual assessment of the common expenses, by the board serving notice(s) of such special assessment(s) on all owners and mortgagees entered in the Voting Record. The notice of a special assessment shall include a written statement setting out the reasons for same, and the amount of such assessment shall be payable by each owner or mortgagee so notified within ten (10) days of the date of receipt of such notice, or within such further period of time (and in such instalments) as the board may otherwise determine.
- 11.06 **Default in Payment of Assessment:**
- a) Arrears of payments required to be made under the provisions of this Article XI shall bear interest at the rate of twenty-four percent (24%) per annum, calculated and compounded monthly, not in advance, until fully 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. For greater certainty, interest at the aforesaid rate shall be charged on the unpaid balance of the common expenses due and owing by any owner, plus any legal costs and disbursements incurred

by the Corporation (charged on substantial-indemnity basis) in the collection or attempted collection of the unpaid amount, and interest shall be charged and accrue upon the aggregate amount so due and owing, and shall be compounded monthly until fully paid.

- b) In addition to any remedies (including the Corporation's lien rights) 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 institute legal actions or proceedings for and on behalf of the Corporation against the delinquent owner to enforce the collection thereof, and there shall be added to any amount due and owing all costs incurred in initiating and pursuing any such action or proceeding, including costs on a substantial-indemnity basis, on the express understanding that all such costs may be collectible against the defaulting owner in the same manner as common expenses.
- c) 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 any such notice to each mortgagee of such unit who has requested that such notices be sent to him or her.

ARTICLE XII - LIABILITY FOR COSTS

12.01 **Violations by Unit Owners and Liability for Costs:** The owner of a unit shall be responsible for all costs and expenses incurred to repair any damage to the owner's unit, the common elements (or any portion thereof), and/or any other unit(s) that has been caused by the owner, by those residing in the owner's unit and/or by any of their respective invitees or licensees (or by anyone else for whose actions the owner is responsible at law or in equity). Without limiting the generality of the foregoing, in the event that damage to the common elements (or any portion thereof) has been caused by the deliberate or negligent act or conduct of any owner, then such owner shall be responsible for fully reimbursing the Corporation for all costs and expenses incurred in repairing such damage. In those cases where it has been determined that the responsibility for payment of the cost to repair is that of a specific unit owner, or where such an owner requests to repair the damaged portion of the common elements himself or herself, then the board must approve the selection of the contractor(s) and the method of repair. This decision, to be arrived at the sole discretion of the board, shall be based on a minimum of two (2) bids, shall outline the method of repair and the meeting of standards of uniformity in quality and appearance, and shall take into consideration the convenience of the owner(s) involved.

12.02 **Additional Rights of the Corporation:** The violation or breach of any provisions of the Act, the Declaration, the by-laws, and/or the rules of the Corporation, shall give the board the following rights, in addition to any other rights or remedies available to the Corporation at law or in equity, or arising under the Act:

- a) the right to enter the unit in which (or in respect of which) such violation or breach exists, and to endeavour to alleviate and remove, at the expense of the defaulting owner, any matter, thing, or condition that may exist therein that causes or contributes to such violation or breach (and which is contrary to the intent and meaning of the provisions of the Act, the Declaration, the by-laws, and/or the rules), and the board shall not be guilty of trespass (nor deemed to be so) as a result thereof; and/or
- b) the right to enjoin, restrict, abate, or remedy, by appropriate legal proceedings, either at law or in equity, the continuance of any such violation or breach, including, without limitation, an application for an order enforcing compliance with any provisions of the Act, the Declaration, the by-laws, and/or the rules, pursuant to section 134 of the Act.

12.03 **Responsibility for Corporation's Insurance Deductible:** Subject to the overriding provisions of section 105 of the Act, where any insurance policy obtained or maintained by the Corporation contains a deductible clause that limits the amount payable by the insurer, then the portion of any loss that is excluded from coverage shall be deemed a common expense, provided that if an owner, tenant, or any other person residing in the owner's unit with the permission or knowledge of the owner, by or through any act or omission causes damage to such owner's unit, or to any other unit(s), or to any portion of the common elements, in those circumstances where such damage was not caused or contributed by any act or omission of the Corporation (or any of its directors, officers, agents, or employees), then the amount that is equivalent to the lesser of the cost of repairing the damage and the deductible limit of the Corporation's insurance policy shall be added to the common expenses payable in respect of such owner's unit, together with all costs and expenses incurred by the Corporation (either directly or indirectly) in resolving such claim and/or having such damage fully rectified (including the increase in insurance premiums, if any, charged or levied against the Corporation by its insurer as a result of such claim or damage, together with all legal costs incurred by the Corporation on a substantial-indemnity basis), and shall be recoverable from such owner in the same manner (and upon the same terms) as unpaid common expenses.

12.04 **Indemnity of the Corporation by each Owner:** Each owner shall indemnify and save the Corporation harmless from and against all costs, claims, damages, and/or liabilities (including the Corporation's insurance deductible and its legal costs on a substantial-indemnity basis) that the Corporation may suffer or incur as a result of, or in connection with, any act or omission of such owner that causes (either directly or indirectly) any damage or injury to the owner's unit and/or to the common elements (or any portion thereof) and/or to any other units, except for any loss, cost, damage, injury, or liability that is insured against by the Corporation, subject to any insurance deductible. All payments to be made by any owner pursuant to the provisions of this section 12.04 shall be deemed to be common expenses payable by such owner, and shall be recoverable from such owner by the Corporation in the same manner (and upon the same terms) as unpaid common expenses.

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

13.01 Pursuant to section 58 of the Act, the board may make, amend, or repeal rules respecting the use of the units and common elements, in order to promote the safety, security, and/or welfare of the owners and of the property and assets of the Corporation, or to prevent unreasonable interference with the use and enjoyment of the common elements, the units, and/or the assets of the Corporation. The rules shall be reasonable and consistent with the Act, the Declaration, and the by-laws

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 same, or unless the rule (or an amendment to a rule) that has substantially the same purpose or effect as a rule that the owners have previously amended or repealed within the preceding two (2) years, in which case such rule or the amendment thereto 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 and convened, 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.

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

ARTICLE XIV - PROCEDURES FOR MEDIATING DISPUTES

- 14.01 **Mediation Procedures:** For the purposes of complying with sections 125 and 132 of the Act (if and where applicable), the procedure with respect to the mediation of disputes or disagreements between the Corporation and any owner(s) shall be conducted in accordance with the rules of procedure for the conduct of mediation outlined in Appendix "B" annexed hereto.

ARTICLE XV - MISCELLANEOUS

- 15.01 **Invalidity:** The invalidity of any part of this by-law shall not impair or affect in any manner the validity, enforceability, or effect of the balance thereof.
- 15.02 **Gender:** The provisions of this by-law shall be read and construed with all necessary changes in gender and/or number as may be required by the context.
- 15.03 **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 on the part of the Corporation to enforce same, irrespective of the number of violations or breaches thereof which may occur.
- 15.04 **Headings:** The headings used throughout this by-law form no part hereof, but shall be deemed to be inserted for convenience of reference only.
- 15.05 **Conflicts:** In the event of a conflict or inconsistency between the provisions of the Act, and any provision in the Declaration, the by-laws, or the rules of the Corporation, the Act shall prevail. In the case of a conflict or inconsistency between the provisions in the Declaration, and any provision in the by-laws or the rules of the Corporation, the Declaration shall prevail. In the event that the Act and the Declaration are silent regarding the matter or issue addressed by any of the by-laws, then the provisions of the by-laws shall prevail.

DATED this 5th day of February, 2020.

York Region Standard Condominium Corporation No. 1424 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 one hundred percent (100%) of the units in the Corporation, pursuant to the provisions of the Act.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1424

Per: _____


Saeid Aghaei - Secretary

I have authority to bind the Corporation

APPENDIX "A-1" TO BY-LAW NO. 1DEFINITION OF A STANDARD UNITHighrise Dwelling Units

The standard unit for the class of dwelling unit 47 and units 49 to 61 inclusive on level 1, units 1 to 28 inclusive on levels 2 to 8 inclusive, units 1 to 24 inclusive on levels 9 and 10, units 1 to 12 inclusive on levels 11 to 13 inclusive, units 1 to 10 inclusive on level 14, and units 1 to 6 inclusive on level 15.

TYPE OF SPECIFICATION	NATURE OF SPECIFICATIONS
Suite Features	<ul style="list-style-type: none"> • 5¼" Wood baseboard (7¼" for suites on Ground, RG and PH floors) and 2¼" casings (paint finish) except in laundry room, bathrooms and storage areas that will have tile baseboard • All woodwork and trim are painted with white low VOC semi-gloss paint • Crown mouldings in foyer, living/dining area and den, for suites on Ground, RG and PH floors • Interior doors with modern lever hardware • Interior walls are painted in one colour low Volatile Organic Compound (VOC) latex paint • Mirrored sliding door for suite entry closet • Pure white stippled ceiling in all areas except kitchen, bathrooms and laundry room • Smooth ceilings with white semi-gloss paint in the kitchen, bathrooms and laundry room • Solid-core suite entry door with wood surround and modern lever hardware • Window covering for windows and sliding doors (excluding patio, terrace and balcony doors) • Engineered quartz stone window sills • Insulated door, or sliding door with screen, to patio, terrace, balcony • Thermally insulated, energy efficient, Low-E and Argon Gas filled, double-glazed, architecturally designed windows
Floor Finishes	<ul style="list-style-type: none"> • No floor coverings whatsoever (whether originally installed by or on behalf of the Declarant or otherwise) will be included within the standard unit, and accordingly the only flooring that will be insured by the Corporation's master insurance policy will be the concrete floor slab of each unit. • Each unit owner will therefore be responsible for fully insuring his or her own flooring (whether constituting marble, granite, limestone, ceramic tile, hardwood, broadloom, porcelain tile, or any other type of tiling, carpeting, natural or artificial wood, or other floor covering whatsoever, in whole or in part) that has been installed within each owner's suite, all at each owner's sole cost and expense.
Kitchens	<ul style="list-style-type: none"> • Central light fixture • Ceramic tile kitchen backsplash • Custom-designed with contemporary kitchen cabinetry • Deep upper cabinet over refrigerator for extra storage space • Extended upper kitchen cabinets • Under-cabinet lighting • Under-mount stainless steel sink with single lever pull-out spray faucet • No kitchen countertop, no appliances whatsoever (whether originally installed by or on behalf of the Declarant, or otherwise), will be included within the standard unit, and accordingly each unit owner will therefore be responsible for fully insuring his or her own kitchen countertop and appliances that have been installed within each owner's suite all at each owner's sole cost and expense.
Bathrooms	<ul style="list-style-type: none"> • Acrylic Shower Base for shower stall • Bathroom accessories included in all bathrooms (chrome towel bar or ring, toilet paper holder, soap dish in shower/bathtub) • Bathtub or clear glass shower stall with ceiling light • Ceramic wall tile surround for bathtub/shower • Mirrored medicine cabinet over basin • Painted with white low VOC semi-gloss paint • Pressure balanced showerhead faucets in all bathrooms • Under-mount basin with single-lever chrome faucet • Vanity cabinetry • Wall sconce light fixture • No bathroom countertop whatsoever (whether originally installed by or on behalf of the Declarant, or otherwise), will be included within the standard unit, and accordingly each unit owner will therefore be responsible for fully insuring his or her own bathroom countertop that have been installed within each owner's suite all at each owner's sole cost and expense.

Safety & Security	<ul style="list-style-type: none"> • 24-hour executive concierge, monitors live closed circuit cameras throughout the garage area • Community access system with direct two way communication with push call buttons from parking and entry areas • In-suite fire alarm and speaker connected to fire annunciation panel • Key fob for access at selected secure building entrance points and amenity areas • Main garage door operated by remote control • Personally encoded suite intrusion alarm system, with suite door contact and keypad connected to concierge desk for total security • Sprinkler system and smoke alarms throughout building and individual suites
Comfort Systems & Metering	<ul style="list-style-type: none"> • Continuous fresh air provided directly to occupied suites • For energy conservation purposes, each suite is equipped with an "occupancy switch" ("kill switch") • Individually controlled central heating and cooling using 2-pipe fan coil system • Suites are individually metered for hydro, hot water and cold water
Laundry	<ul style="list-style-type: none"> • Dedicated electrical outlet • No appliances whatsoever (whether originally installed by or on behalf of the Declarant, or otherwise), will be included within the standard unit, and accordingly each unit owner will therefore be responsible for fully insuring his or her own appliances that have been installed within each owner's suite all at each owner's sole cost and expense.
Electrical Services & Fixtures	<ul style="list-style-type: none"> • Balcony with light fixture • Capped ceiling light outlet in dining room and living room • Ceiling light fixture in foyer, hallways, bedrooms and walk-in closets • Individual service panel with circuit breakers • Outdoor duplex outlet for suites with patio, terrace or balcony • Telephone and cable television outlets in bedrooms, living room and den • White Decora receptacle and switch throughout

APPENDIX "A-2" TO BY-LAW NO. 1**DEFINITION OF A STANDARD UNIT****Townhouse Dwelling Units**

The standard unit for the class of dwelling units 1 to 45 inclusive on level 1.

TYPE OF SPECIFICATION	NATURE OF SPECIFICATIONS
Suite Features	<ul style="list-style-type: none"> • 7¼" step bevel baseboard (except in laundry and mechanical rooms) and 2¾" casing on all windows, doorways and flat arches • Crown moulding in living room and dining room • Elevator included in Model G, H, J, as per plan • Finished basement, as per plan • Interior trim and doors to be painted in white semi-gloss paint • Low volatile organic compound (VOC) paint throughout • One colour washable latex paint on interior walls throughout • One gas fireplace in living room, as per plan • Smooth ceilings throughout • Stained oak stairs and handrails with iron pickets, including in finished basement, as per plan • Tile baseboard in laundry and mechanical rooms • White semi-gloss paint in kitchen, bathrooms, powder room and laundry room • All opening windows are complete with screens • All windows to be double glazed with low emissivity (Low E) coating and argon gas • Balcony door with Low E coating and argon gas, as per plan • Entry closet on Ground Floor with contemporary mirrored sliding doors, as per plan • Insulated door from house to garage with safety door closer and entry hardware • Insulated fiberglass entry exterior door with weather-stripping and deadbolt lock • Insulated garage door with garage door opener • Insulated metal door from garage to outside, as per plan • Interior passage doors with modern lever hardware • Side light, as per elevation plan • Vinyl terrace or deck sliding doors with screens, as per plan • 2"x 6" wood exterior wall • Aluminium balcony railings, as per elevation plan • Aluminum maintenance-free soffit, downspouts, fascia and eavestrough • Architectural styled shingles with 30-year manufacturers limited warranty • Contemporary front door with grip set, plaque-style house number, porch light(s) on front and back, as per elevation plan • Elevations include stone veneer and brick, as per elevation plan • Sodding and landscaping, as per site plan • Two exterior water taps, one in front, and one at rear (or garage), where applicable • Wood terrace or wood deck, as per plan
Floor Finishes	<ul style="list-style-type: none"> • No floor coverings whatsoever (whether originally installed by or on behalf of the Declarant or otherwise) will be included within the standard unit, and accordingly the only flooring that will be insured by the Corporation's master insurance policy will be the concrete floor slab of each unit. • Each unit owner will therefore be responsible for fully insuring his or her own flooring (whether constituting marble, granite, limestone, ceramic tile, hardwood, broadloom, porcelain tile, or any other type of tiling, carpeting, natural or artificial wood, or other floor covering whatsoever, in whole or in part) that has been installed within each owner's suite, all at each owner's sole cost and expense.
Kitchens	<ul style="list-style-type: none"> • Custom-designed kitchen with contemporary cabinetry • Deeper upper cabinet for additional storage above the refrigerator • Extended kitchen island counter, as per plan • Shut-off valve to kitchen faucet • Stainless steel undermount double compartment kitchen sink with single lever pull-out spray faucet • Tiled backsplash • Under-cabinet lighting • Walk-in pantry with open shelving, as per plan • No kitchen countertop, no appliances whatsoever (whether originally installed by or on behalf of the Declarant, or otherwise), will be included within the standard unit, and accordingly each unit owner will therefore be responsible for fully insuring his or her own kitchen countertop and appliances that have been installed within each owner's suite all at each owner's sole cost and expense.

Bathrooms	<ul style="list-style-type: none"> • Bathroom fixtures and accessories in all bathrooms and powder room • Chrome finish faucets and showerheads in all bathrooms and powder room • Contemporary vanity cabinetry • Decorative lighting in all bathrooms and powder room • Exhaust fans vented to exterior in all bathrooms and powder room • Full height ceramic wall tile for tub and shower enclosures up to the ceiling, as per plan • Mirrored medicine cabinets over basin in all bathrooms • Privacy locks on all bathrooms and powder room doors • Shut-off valves for all bathrooms and powder room faucets • White acrylic shower pans with frameless glass shower doors and ceiling light, as per plan • White acrylic soaker bathtubs, as per plan • No bathroom countertop whatsoever (whether originally installed by or on behalf of the Declarant, or otherwise), will be included within the standard unit, and accordingly each unit owner will therefore be responsible for fully insuring his or her own bathroom countertop that have been installed within each owner's suite all at each owner's sole cost and expense.
Comfort Systems & Metering	<ul style="list-style-type: none"> • Installed air conditioning unit • Separate metering systems for water, hydro and gas • Two programmable thermostats • Two Zone forced air, high velocity heating and cooling ventilation
Laundry	<ul style="list-style-type: none"> • Dryer lint trap and booster fan, if required • Laundry counter, as per plan • Laundry tub and faucet, as per plan • Shut-off valves for laundry room faucet • Upper cabinets for extra storage, as per plan • No appliances whatsoever (whether originally installed by or on behalf of the Declarant, or otherwise), will be included within the standard unit, and accordingly each unit owner will therefore be responsible for fully insuring his or her own appliances that have been installed within each owner's suite all at each owner's sole cost and expense.
Electrical Services & Fixtures	<ul style="list-style-type: none"> • 12 pot-lights with LED bulbs in kitchen, living room and dining room, as per floor plan design • All wiring in accordance with Electrical Safety Authority standards and Ontario Electrical Safety Code • Capped ceiling outlet in dining room and breakfast area • Carbon monoxide detector installed as per Ontario Building Code • Ceiling-mounted light fixture with wall switched outlets in walk-in-closet(s), living room, all bathrooms, powder room, all bedrooms, family room, hallways, finished basement, laundry room, mechanical room, and above kitchen island, as per plan • Circuit breaker type panel with 100 amp service • Decora style switches throughout • Dedicated heavy duty wiring for dryer outlet • Dedicated receptacle for wall-oven and cooktop • Electrical plug on kitchen island • Electronic door chime at front door • Exterior weather-proof electrical outlets with ground fault circuit interrupter, one at front, one in garage, and one on terrace or deck, where applicable, as per plan • Internet finished outlets in all bedrooms, in living room and family rooms, as per plan • One electrical outlet in garage for each parking space, as per plan • Pre-wiring for cable TV in all bedrooms, living room, and family room • Rough-in for future central vacuum system (one on each floor) • Rough-in for future security alarm system • Rough-in for future video entry intercom system with dedicated video stations on two floors above main floor • Rough-in for telephone line in kitchen, living room and family rooms and all bedrooms • Smoke detector installed as per Ontario Building Code • Tamper-resistant receptacles, where applicable

APPENDIX "B" TO BY-LAW NO. 1**ARTICLE I - PRE-MEDIATION PROCEEDINGS**

- 1.01 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*, S.O. 1998, as amended (hereafter referred to as 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.
- 1.02 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 five (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.
- 1.03 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 II - MEDIATION

- 2.01 **Mandatory Mediation**: Within thirty (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*.
- 2.02 **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 seven (7) days thereafter, the parties shall communicate directly with one another to select a mediator. The mediator selected by the parties 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.
- 2.03 **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.
- 2.04 **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.
- 2.05 **Authority to Settle**: The parties or those representing them at the mediation shall have full, unqualified authority to settle the controversy.
- 2.06 **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.
- 2.07 **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.
- 2.08 **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 hereof shall apply.
- 2.09 **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.
- 2.10 **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*, S.O. 1991, as amended (hereinafter referred to as the "**Arbitration Act, 1991**") and in the manner set forth below.
- 2.11 **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 that shall form part of the agreement or matter that was the subject of the mediation.

ARTICLE III - ARBITRATION

- 3.01 **Mandatory 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 that has resulted in the failure of mediation, be submitted to arbitration in accordance with the Arbitration Act, 1991, and as follows:
- 3.02 **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).
- 3.03 **Qualifications of the Arbitrator:** Any arbitrator appointed pursuant to the provisions hereof shall have the following minimum qualifications:
- a) be a qualified arbitrator who is a member of the ADR Institute of Ontario, or 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
 - b) 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.
- 3.04 **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.
- 3.05 **Pre-arbitration Hearing or Conference Call:** The arbitrator shall conduct a pre-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.
- 3.06 **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.
- 3.07 **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.
- 3.08 **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 that 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 \$500.00 per breach.
- 3.09 **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 subsection 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 subsection 17(8) of the Arbitration Act, 1991.

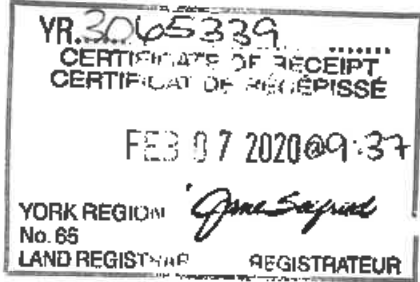
ARTICLE IV – ARBITRAL AWARD

- 4.01 **The Decision of the Arbitrator:** 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.

- 4.02 **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 or 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 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.

- 4.03 **Application of the Courts of Justice Act:** Save as expressly modified by the foregoing provisions of Articles 3 and 4 hereof, 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*, R.S.O. 1990, as amended, to the awarding of costs, pre-judgement interest, etc., shall continue to apply to an arbitration conducted by the Corporation in accordance with foregoing provisions hereof.

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(1) Registry <input type="checkbox"/>	Land Titles <input checked="" type="checkbox"/>	(2) Page 1 of 4 pages
(3) Property Identifier(s) Block Property 29955-0001(LT) to 29955-1022(LT) both inclusive		Additional: See Schedule <input type="checkbox"/>
(4) Nature of Document Condominium By-law No. 2 (Section 56 of the Condominium Act, 1998)		
(5) Consideration Nil Dollars \$ Nil		
(6) Description All units and common elements comprising the property included in York Region Standard Condominium Plan No. 1424, in the City of Richmond Hill, Land Titles Division of the York Region Land Registry Office (No. 65)		
(7) This Document Contains	(a) Redescription New Easement Plan/Sketch <input type="checkbox"/>	(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>

New Property Identifiers

Additional: See Schedule

Executions

Additional: See Schedule

(8) This Document provides as follows:

See Schedule for By-law No. 2 and Certificate.

Continued on Schedule

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

(10) Party(ies) (Set out Status or Interest) Name(s)	Signature(s)	Date of Signature Y M D
YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1424		2020 02 05
	Name: Saeid Aghaei Title: Secretary I have authority to bind the Corporation.	

(11) Address for Service: c/o Times Property Management Inc. 350 Highway #7 East, PH7, Richmond Hill, ON L4B 3N2

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

(13) Address for Service

(14) Municipal Address of Property

All Units on all Levels at
384, 386, 388, 390, 392, 394, 396,
and 398 Highway No. 7 East,
Richmond Hill, ON

(15) Document Prepared by:

Alexander Foundos
DelZotto, Zorzi LLP
4810 Dufferin Street, Suite D
North York, ON
M3H 5S8

FOR OFFICE USE ONLY	Fees and Tax	
	Registration Fee	
	Total	

CERTIFICATE IN RESPECT OF A BY-LAW
(under subsection 14(1) of Ontario Regulation 48/01 and subsection 56(9) of the
Condominium Act, 1998, and referred to in subsection 38(1) of Ontario Regulation 49/01)

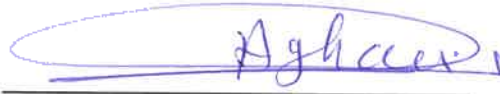
Condominium Act, 1998

York Region Standard Condominium Corporation No. 1424 (hereinafter referred to as the "**Corporation**") certifies that:

1. The copy of by-law number 2, attached hereto 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. *(Please check the statement that applies)*
 - [Fillable check box]* The owners of a majority of the units in the Corporation have voted in favour of confirming the by-law with or without amendment *[if clause 56(10)(a) of the Condominium Act, 1998 applies but subsection 14(2) of Ontario Regulation 48/01 does not apply]*.
 - [Fillable check box]* The majority of the owners present or represented by proxy at a meeting of owners have voted in favour of confirming the by-law with or without amendment *[if clause 56(10)(a) of the Condominium Act, 1998 and subsection 14(2) of Ontario Regulation 48/01 apply]*.
4. *(Please check the following statement, if the by-law is a joint by-law under section 59 of the Condominium Act, 1998)*
 - [Fillable check box]* The by-law is a joint by-law made under section 59 of the *Condominium Act, 1998* and is not effective until the corporations that made it, being _____, have each registered a copy of the joint by-law in accordance with subsection 56(9) of the *Condominium Act, 1998*.

DATED this 5th day of February, 2020.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1424

Per: 
Saeid Aghaei - Secretary
I have authority to bind the Corporation

**SCHEDULE "A" TO CERTIFICATE IN RESPECT OF A BY-LAW OF
YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1424**

(hereinafter referred to as this or the "**Condominium**", or this or the "**Corporation**", or the "**Condominium Corporation**")

BY-LAW NO. 2

WHEREAS subsection 52(1)(b)(iii) of the *Condominium Act, 1998*, S.O. 1998, as amended (hereinafter referred to as the "**Act**") authorizes voting at meetings of unit owners by a recorded vote that is indicated by telephonic or electronic means, if the by-laws so permit;

AND WHEREAS subsection 52(1.1) of the Act defines "telephonic or electronic means" as any means that uses the telephone or any other electronic or other technological means to transmit information or data, including telephone calls, fax, e-mail, automated touch-tone telephone system, computer or compute networks;

AND WHEREAS subsection 56(1)(c.1) of the Act provides that the board of directors may authorize, by by-law, the methods permitted for holding a recorded vote;

AND WHEREAS the board of directors of this Condominium have determined that it is desirable to permit owners to vote by electronic means;

Be it enacted as a by-law of the Corporation as follows:

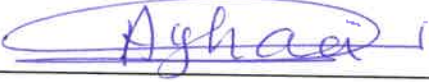
1. That notwithstanding any provision in the Corporation's by-laws to the contrary involving or pertaining to the method(s) permitted for holding a vote or a recorded vote of unit owners, the vote(s) for all questions proposed for consideration of the owners, at a meeting of owners, may be cast by a show of hands, personally or by proxy, or by way of a recorded vote that is:
 - (i) marked on a ballot cast personally or by a proxy;
 - (ii) marked on an instrument appointing a proxy; or
 - (iii) indicated by telephonic or electronic means, if (and so long as) the Corporation makes available to owners a medium or platform by which all owners are able to cast a recorded vote by telephonic or electronic means, including, without limitation, by e-mail (hereinafter referred to as the "**e-voting system**"), provided and so long as the e-voting system also conforms to (or complies with) the requirements hereinafter outlined;
2. That votes cast by or through the e-voting system shall be deemed to constitute a ballot (hereinafter referred to as the "**e-ballot**") for the purpose of any vote conducted at the meeting at which the e-ballot was cast. The e-ballot shall also be counted towards the quorum, as if an owner was present at the meeting of owners;
3. That the e-voting system shall set forth each question proposed for consideration that will be the subject of a vote, at any meeting of owners, including the opportunity to vote in favour of or against each question (including, without limitation, voting in favour of each candidate running for election to the board of directors);
4. That the e-ballot is valid only for one (1) meeting of the owners, and shall automatically expire after the completion of the meeting of owners at which it was utilized or counted;
5. That only an owner of a unit may cast an e-ballot, and the e-voting system does not, and shall not, authorize another person to cast any vote(s) on behalf of an owner. For the purpose of clarification, an e-ballot may not be cast by a proxy;
6. That the e-voting system shall authenticate the owner's identity, but shall separate any authentication or identifying information of the owner from the e-ballot, thereby rendering it impossible to trace an e-ballot to a specific owner. In addition, the e-voting system shall authenticate the validity of each electronic vote to ensure that the vote is not altered in transit;
7. That the e-voting system shall produce an electronic receipt for each owner who casts an e-ballot, which shall include the specific vote cast, and the date and time of submission. The e-voting system will retain an electronic record of the time and date that an owner casts his or her e-ballot;
8. That an electronic report automatically generated by the e-voting system that tabulates votes may be relied upon and counted by the scrutineers and/or chairperson at a meeting of owners, for the purpose of tabulating votes for all questions proposed for consideration of the owners at the meeting of owners (hereinafter referred to as the "**Electronic Voting Record**"); and

9. The Electronic Voting Record shall be deemed to be a "ballot" for the purpose of the Corporation's obligation to maintain records in accordance with the Act.

The foregoing by-law is hereby enacted as By-law No. 2 of York Region Standard Condominium Corporation No. 1424.

Dated this 5th day of February, 2020.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1424

Per: 
Sacid Aghaei - Secretary
I have authority to bind the Corporation

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YR. 3065348
CERTIFICATE OF RECEIPT
CERTIFICAT DE RECEPISSE

FEB 07 2020 @ 9:40

YORK REGION
 No. 65
 LAND REGISTRAR REGISTRATEUR

Saeid Aghaei

New Property Identifiers Additional: See Schedule

Executions Additional: See Schedule

(1) Registry Land Titles (2) Page 1 of 6 pages

(3) Property Identifier(s) **29955-0001(LT) to 29955-1022(LT) both inclusive** Block Property Additional: See Schedule

(4) Nature of Document
Condominium By-law No. 3 (Section 56 of the Condominium Act, 1998)

(5) Consideration
Nil Dollars \$ Nil

(6) Description
All units and common elements comprising the property included in York Region Standard Condominium Plan No. 1424, in the City of Richmond Hill, Land Titles Division of the York Region Land Registry Office (No. 65)

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

(8) This Document provides as follows:
See Schedule for By-law No. 3 and Certificate.

Continued on Schedule

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

(10) Party(ies) (Set out Status or Interest)
 Name(s) **YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1424** Signature(s) *Saeid Aghaei* Date of Signature Y M D **2020 02 05**

Name: Saeid Aghaei
Title: Secretary
I have authority to bind the Corporation.

(11) Address for Service **c/o Times Property Management Inc. 350 Highway #7 East, PH7, Richmond Hill, ON L4B 3N2**

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

(13) Address for Service

(14) Municipal Address of Property
**All Units on all Levels at
 384, 386, 388, 390, 392, 394, 396,
 and 398 Highway No. 7 East,
 Richmond Hill, ON**

(15) Document Prepared by:
**Alexander Foundos
 DelZotto, Zorzi LLP
 4810 Dufferin Street, Suite D
 North York, ON
 M3H 5S8**

FOR OFFICE USE ONLY		Fees and Tax	
		Registration Fee	
		Total	

CERTIFICATE IN RESPECT OF A BY-LAW
(under subsection 14(1) of Ontario Regulation 48/01 and subsection 56(9) of the
Condominium Act, 1998, and referred to in subsection 38(1) of Ontario Regulation 49/01)

Condominium Act, 1998

York Region Standard Condominium Corporation No. 1424 (hereinafter referred to as the "Corporation") certifies that:

1. The copy of by-law number 3, attached hereto 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. *(Please check the statement that applies)*
 - [Fillable check box] The owners of a majority of the units in the Corporation have voted in favour of confirming the by-law with or without amendment [if clause 56(10)(a) of the *Condominium Act, 1998* applies but subsection 14(2) of Ontario Regulation 48/01 does not apply].
 - [Fillable check box] The majority of the owners present or represented by proxy at a meeting of owners have voted in favour of confirming the by-law with or without amendment [if clause 56(10)(a) of the *Condominium Act, 1998* and subsection 14(2) of Ontario Regulation 48/01 apply].
4. *(Please check the following statement, if the by-law is a joint by-law under section 59 of the Condominium Act, 1998)*
 - [Fillable check box] The by-law is a joint by-law made under section 59 of the *Condominium Act, 1998* and is not effective until the corporations that made it, being _____, have each registered a copy of the joint by-law in accordance with subsection 56(9) of the *Condominium Act, 1998*.

DATED this 5th day of February, 2020.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1424



Per: _____
Sacid Aghaei - Secretary
I have authority to bind the Corporation

**SCHEDULE "A" TO CERTIFICATE IN RESPECT OF A BY-LAW OF
YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1424**

(hereinafter referred to as this or the "Condominium", or this or the "Corporation", or the "Condominium Corporation")

BY-LAW NO. 3

WHEREAS in addition to those words, terms, and/or phrases specifically defined elsewhere in this by-law, the words, terms, or phrases defined in this Condominium's declaration shall have the same meanings respectively ascribed to them in the said declaration, whenever same are used or referred to in this by-law or in the Assumption of Site Plan Agreement (as hereinafter defined) specifically authorized by this by-law;

AND WHEREAS the lands and premises encompassed within the condominium description plan of this Condominium (hereinafter collectively referred to as the "Condominium Lands" or the "Real Property") are subject to an outstanding site plan agreement entered into between 1857481 Ontario Inc. (hereinafter referred to as the "Declarant") and the City of Richmond Hill, pertaining to the development and completion of this Condominium on the Condominium Lands, and providing (amongst other things) for the maintenance of grading and drainage patterns, emergency fire/access routes, residential garbage storage and pickup, stormwater management measures, landscaping and tree preservation, and/or other site completion matters, and addressing any other outstanding municipal concerns involving or affecting the ongoing operation and maintenance of this Condominium, or any portion thereof, and which agreement was registered on August 2nd, 2017, in the Land Titles Division of the York Region Registry Office (No. 65) as Instrument No. YR2712017, and as further amended by an agreement registered on April 5th, 2018, as Instrument No. YR2812773 (which agreement, as so amended, is hereinafter referred to as the "Site Plan Agreement");

AND WHEREAS this by-law is being enacted to formally authorize this Condominium's execution of the Assumption of Site Plan Agreement (as hereinafter defined), and the performance and fulfilment of all obligations and liabilities imposed upon this Condominium as a consequence thereof or in connection therewith;


Be it enacted as a by-law of the Corporation as follows:

1. That the Corporation enter into an assumption agreement with the Declarant, and with the City of Richmond Hill as a party (but not as signatory) thereto, but nevertheless enforceable by each of the Declarant and the City of Richmond Hill this Condominium directly, having substantially the same form and content as the draft agreement annexed hereto as Schedule "A" (hereinafter referred to as the "Assumption of Site Plan Agreement"), for the purposes of evidencing and confirming this Condominium's obligation to:
 - a) abide by (and comply with) the terms and provisions of the Site Plan Agreement, insofar as same relate or pertain to this Condominium and/or the Condominium Lands (or any portion thereof); and
 - b) formally assume (and to correspondingly perform and fulfill, as and when required) all outstanding and ongoing obligations and liabilities of the Declarant imposed by (or arising under) the Site Plan Agreement, insofar as same relate or pertain to this Condominium and/or the Condominium Lands (or any portion thereof);
2. That all terms and provisions of the Assumption of Site Plan Agreement (including, without limitation, all covenants and agreements by or on behalf of this Condominium set out therein), as well as this Condominium's performance and fulfilment of all outstanding and/or ongoing obligations arising thereunder or therefrom (or in connection therewith), are hereby expressly authorized, ratified, sanctioned, approved, and confirmed;
3. That all costs and expenses incurred by or on behalf of this Condominium in connection with the performance and fulfilment of any and all of the assumed obligations and liabilities outlined in (or arising under) the Site Plan Agreement, shall comprise part of the common expenses of this Condominium, and shall accordingly be borne and paid for solely and exclusively by this Condominium, and the Declarant shall be fully released and discharged from all such assumed obligations and liabilities;
4. That this Condominium shall indemnify and save the Declarant harmless from and against all costs, claims, damages, and/or liabilities that the Declarant may hereafter suffer or incur as a result of (or in connection with):
 - a) any claim or proceeding hereafter made or pursued against the Declarant by the City of Richmond Hill because of any breach or contravention of any term(s), provision(s), or obligation(s) outlined in the Site Plan Agreement so caused or committed by this Condominium (or by anyone else for whose actions or omissions this Condominium is or may be liable, either vicariously or otherwise, at law or in equity); and/or
 - b) any security heretofore provided or posted by the Declarant with the City of Richmond Hill (to ensure the fulfilment of any outstanding obligations arising under the Site Plan Agreement) being drawn down upon by the City of Richmond Hill (in whole or in part), as a direct or indirect result of any breach or contravention of any term(s), provision(s), or obligation(s) outlined in the Site Plan Agreement so caused or committed by this Condominium (or by anyone else for whose actions or omissions this Condominium is or may be liable, either vicariously or otherwise, at law or in equity);
5. That this Condominium shall execute and deliver such further documents and/or assurances as the Declarant and/or the City of Richmond Hill may hereafter desire or require, from time to time, in order to evidence and confirm the foregoing matters;
6. That any officer of the Corporation is hereby authorized to execute, on behalf of this Condominium, the Assumption of Site Plan Agreement, together with any amendments made thereto at any time hereafter, with or without the seal of the Corporation affixed thereto, and any other documents and/or instruments that are ancillary or incidental thereto, including, without limitation, any and all instruments, applications and/or affidavits that may be required in order to register this by-law and the Assumption of Site Plan Agreement on title to all units on all levels in this Condominium; and

The foregoing by-law is hereby enacted as By-law No. 3 of York Region Standard Condominium Corporation No. 1424.

DATED this 5th day of February, 2020.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1424

Per: 

Saeid Aghaei - Secretary
I have authority to bind the Corporation

SCHEDULE "A" TO BY-LAW NO. 3

THIS AGREEMENT made the ____ day of _____, 2020.

AMONGST:

1857481 ONTARIO INC.
(hereinafter referred to as the "Declarant")

OF THE FIRST PART

- and -

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1424
(hereinafter referred to as this or the "Condominium", or this or the "Corporation",
or the "Condominium Corporation")

OF THE SECOND PART

- and -

CITY OF RICHMOND HILL
(hereinafter referred to as the "City")

OF THE THIRD PART

WHEREAS in addition to those words, terms and/or phrases specifically defined elsewhere in this Agreement, the words, terms or phrases defined in the Condominium's declaration shall have the same meanings respectively ascribed to them in the said declaration, whenever same are used or referred to in this Agreement;

AND WHEREAS the lands and premises encompassed within the condominium description plan of this Condominium (hereinafter collectively referred to as the "Condominium Lands" or the "Real Property") are subject to an outstanding site plan agreement entered into between 1857481 Ontario Inc. (hereinafter referred to as the "Declarant") and the City of Richmond Hill, pertaining to the development and completion of this Condominium on the Condominium Lands, and providing (amongst other things) for the maintenance of grading and drainage patterns, emergency fire/access routes, residential garbage storage and pickup, stormwater management measures, landscaping and tree preservation, and/or other site completion matters, and addressing any other outstanding municipal concerns involving or affecting the ongoing operation and maintenance of this Condominium, or any portion thereof, and which agreement was registered on August 2nd, 2017, in the Land Titles Division of the York Region Registry Office (No. 65) as **Instrument No. YR2712017**, and as further amended by an agreement registered on April 5th, 2018, as **Instrument No. YR2812773** (which agreement, as so amended, is hereinafter referred to as the "Site Plan Agreement");

AND WHEREAS the parties hereto have entered into these presents in order to formally evidence and confirm the Condominium Corporation's agreement to: (i) abide by (and comply with) the terms and provisions of the Site Plan Agreement, insofar as same relate or pertain to this Condominium and/or the Condominium Lands (or any portion thereof); and (ii) formally assume (and to correspondingly perform and fulfill, as and when required) all outstanding and ongoing obligations and liabilities of the Declarant imposed by (or arising under) the Site Plan Agreement, insofar as same relate or pertain to this Condominium and/or the Condominium Lands (or any portion thereof);

NOW THEREFORE THESE PRESENTS WITNESSETH that in consideration of the sum of Ten Dollars (\$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 (and in favour of) each of the Declarant and the City of Richmond Hill, as follows:

1. The Condominium Corporation hereby assumes (and shall correspondingly abide by and comply with) the terms and provisions of the Site Plan Agreement, insofar as same relate or pertain to this Condominium and/or the Condominium Lands (or any portion thereof);
2. The Condominium Corporation shall assume (and shall correspondingly perform and fulfill, as and when required):
 - a) all outstanding and ongoing obligations and liabilities of the Declarant imposed by (or arising under) the Site Plan Agreement, insofar as same relate or pertain to this Condominium and/or the Condominium Lands (or any portion thereof); and
 - b) all obligations and liabilities imposed by the City of Richmond Hill pursuant to the Site Plan Agreement involving (or pertaining to) the maintenance of grading and drainage patterns, emergency fire/access routes, residential garbage storage and pickup, landscaping and tree preservation, and other site completion matters, and the maintenance of all works, services, and/or facilities constructed or installed by the Declarant upon or within the non-exclusive use common element areas of the Condominium;
3. That without limiting the generality of the preceding provisions, the Condominium Corporation hereby expressly covenants and agrees to do, perform, fulfill, and/or carry out the following:
 - a) maintain and repair those common element areas that are directly affected or impacted by the Site Plan Agreement, in accordance with the respective terms and provisions thereof;
 - b) maintain the works, services, and/or facilities constructed or installed by the Declarant upon or within the Condominium Lands, and to not alter the grading and/or slope of the Condominium Lands (or any portion thereof), nor obstruct or interfere with any drains or drainage pattern(s) in respect of the Condominium Lands [nor permit or allow anyone else to alter the grading and/or slope of the Condominium Lands, or to obstruct or interfere

with any drains or drainage pattern(s) in respect of the Condominium Lands], nor alter the width of any driveway(s) situate within the confines of this Condominium, except in accordance with the lot grading and building siting control plan(s) approved by the City of Richmond Hill, without the prior written consent of the City of Richmond Hill thereto, and to maintain any such alterations to the grading, slope and/or drainage patterns of the Condominium Lands so approved by the City of Richmond Hill;

- c) not prevent, restrict, or interfere with any actions or steps taken (or desired or intended to be taken) by or on behalf of the City of Richmond Hill in connection with the City of Richmond Hill' maintenance and/or repair of any municipal roads, sidewalks or road allowances situate adjacent to this Condominium, and/or any City-owned structures, components, installations, and/or equipment that encroach within or beneath any portion of the exterior common elements of this Condominium, and to not tamper, alter, or interfere with any of the maintenance or repair work so undertaken (or desired to be undertaken) by or on behalf of the City of Richmond Hill, nor with any City-owned structures, components, installations, and/or equipment;
 - d) fully indemnify and save each of the City of Richmond Hill and the Declarant harmless from and against all actions, suits, proceedings, claims, or demands that may hereafter be initiated or pursued against either or both of them (or any of their officers, agents, employees, or representatives), as a result of any breach or contravention of any of the obligations so assumed by this Condominium Corporation and caused or committed by the Condominium Corporation [or by anyone else for whose actions or omissions the Condominium Corporation is or may be liable (either vicariously or otherwise), at law or in equity] arising under the Site Plan Agreement, save and except for any claims or demands arising out of any negligent or wilful act or omission committed by the City of Richmond Hill and/or the Declarant (or by anyone whose actions or omissions the City of Richmond Hill and/or the Declarant may be vicariously liable, at law or in equity); and
 - e) fully indemnify and save each of the Declarant (and its officers, agents, employees, or representatives) harmless, from and against all costs, claims, damages and/or liabilities that the Declarant may hereafter suffer or incur as a result of (or in connection with):
 - i) any claim or proceeding hereafter made or pursued against the Declarant by the City of Richmond Hill because of any breach or contravention of any term(s), provision(s) or obligation(s) outlined in the Site Plan Agreement so caused or committed by the Condominium Corporation (or by anyone else for whose actions or omissions the Condominium Corporation is or may be liable, either vicariously or otherwise, at law or in equity); and/or
 - ii) any security heretofore provided or posted by the Declarant with the City of Richmond Hill (to ensure the fulfilment of any outstanding obligations arising under the Site Plan Agreement) being drawn down upon by the City of Richmond Hill (in whole or in part), as a direct or indirect result of any breach or contravention of any term(s), provision(s) or obligation(s) outlined in the Site Plan Agreement so caused or committed by the Condominium Corporation (or by anyone else for whose actions or omissions the Condominium Corporation is or may be liable, either vicariously or otherwise, at law or in equity);
4. All of the foregoing assumed obligations outlined or confirmed in this Agreement shall be undertaken, performed and/or fulfilled by or on behalf of this Condominium at its sole cost, risk and expense, and all costs and expenses incurred by this Condominium in connection therewith shall comprise part of the common expenses of this Condominium, and shall accordingly be borne and paid for solely and exclusively by this Condominium, without any recourse to (and without seeking, pursuing or obtaining any reimbursement, contribution and/or compensation whatsoever from) the Declarant and/or the City of Richmond Hill in connection therewith;
5. Each of the Declarant and the City of Richmond Hill are hereby expressly released and fully discharged by the Condominium Corporation from all of the assumed obligations and liabilities referred to above;
6. The Condominium Corporation shall execute and deliver such further documents and/or assurances as each of the Declarant and the City of Richmond Hill may hereafter require or desire, from time to time, in order to evidence and confirm any or all of the foregoing provisions hereof; and
7. The Condominium Corporation hereby expressly acknowledges, confirms and agrees that the each of the Declarant and the City of Richmond Hill shall obtain the benefit of all covenants and agreements on the part of the Condominium Corporation hereinbefore set forth (and shall correspondingly be entitled to enforce, directly against the Condominium Corporation, all of the terms and provisions of the Site Plan Agreement hereby assumed by the Condominium Corporation), and shall be entitled to fully rely upon the Condominium Corporation's assumption of all of the outstanding and/or ongoing covenants, obligations and liabilities of the Declarant arising under (or in connection with) the Site Plan Agreement, insofar as same pertain or relate to this Condominium and/or the Condominium Lands (or any portion thereof), notwithstanding that the City of Richmond Hill is not a signatory to this Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto executed this Agreement as of the date first above mentioned.

1857481 ONTARIO INC.

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

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1424

Per: _____
 Saeid Aghaei - Secretary
 I have authority to bind the Corporation

<p style="writing-mode: vertical-rl; transform: rotate(180deg); font-size: small;">FOR OFFICE USE ONLY</p> <div style="border: 1px solid black; padding: 5px; margin: 5px;"> <p>YR. 2020.5350 CERTIFICATE OF RECEIPT CERTIFICAT DE RÉCEPTION</p> <p style="font-size: large; font-weight: bold;">FEB 07 2020 @ 9:44</p> <p>YORK REGION No. 65 LAND REGISTRAR</p> <p style="text-align: right;"><i>Gene Sapich</i> REGISTRAR</p> </div> <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 7 pages</p>	<p>(3) Property Identifier(s) Additional: See Schedule <input type="checkbox"/></p> <p style="text-align: center;">Block Property 29955-0001(LT) to 29955-1022(LT) both inclusive</p>
	<p>(4) Nature of Document Condominium By-law No. 4 (Section 56 of the Condominium Act, 1998)</p>	
	<p>(5) Consideration Nil Dollars \$ Nil</p>	
	<p>(6) Description All units and common elements comprising the property included in York Region Standard Condominium Plan No. 1424, in the City of Richmond Hill, Land Titles Division of the York Region Land Registry Office (No. 65)</p>	
	<p>(7) This Document Contains Additional: See Schedule <input type="checkbox"/></p> <p>(a) Redescription New Easement Plan/Sketch <input type="checkbox"/></p> <p>(b) Schedule for: Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/></p> <p style="margin-left: 100px;">Description <input type="checkbox"/></p>	

(8) This Document provides as follows:

See Schedule for By-law No. 4 and Certificate.

Continued on Schedule

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

<p>(10) Party(ies) (Set out Status or Interest) Name(s)</p> <p>YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1424</p>	<p>Signature(s)</p> <p style="text-align: center;"><i>Aghaei</i></p> <p>Name: Saeid Aghaei Title: Secretary I have authority to bind the Corporation.</p>	<p>Date of Signature Y M D</p> <p style="text-align: center;">2020 02 05</p>
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(11) Address for Service **c/o Times Property Management Inc. 350 Highway #7 East, PH7, Richmond Hill, ON L4B 3N2**

<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>All Units on all Levels at 384, 386, 388, 390, 392, 394, 396, and 398 Highway No. 7 East, Richmond Hill, ON</p>	<p>(15) Document Prepared by:</p> <p>Alexander Foundos DelZotto, Zorzi LLP 4810 Dufferin Street, Suite D North York, ON M3H 5S8</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:60%;">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														

CERTIFICATE IN RESPECT OF A BY-LAW
(under subsection 14(1) of Ontario Regulation 48/01 and subsection 56(9) of the
Condominium Act, 1998, and referred to in subsection 38(1) of Ontario Regulation 49/01)

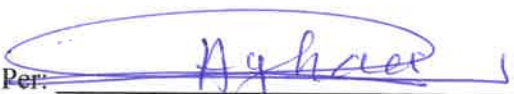
Condominium Act, 1998

York Region Standard Condominium Corporation No. 1424 (hereinafter referred to as the “**Corporation**”) certifies that:

1. The copy of by-law number 4, attached hereto 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. *(Please check the statement that applies)*
 - [Fillable check box]* The owners of a majority of the units in the Corporation have voted in favour of confirming the by-law with or without amendment *[if clause 56(10)(a) of the Condominium Act, 1998 applies but subsection 14(2) of Ontario Regulation 48/01 does not apply]*.
 - [Fillable check box]* The majority of the owners present or represented by proxy at a meeting of owners have voted in favour of confirming the by-law with or without amendment *[if clause 56(10)(a) of the Condominium Act, 1998 and subsection 14(2) of Ontario Regulation 48/01 apply]*.
4. *(Please check the following statement, if the by-law is a joint by-law under section 59 of the Condominium Act, 1998)*
 - [Fillable check box]* The by-law is a joint by-law made under section 59 of the *Condominium Act, 1998* and is not effective until the corporations that made it, being _____, have each registered a copy of the joint by-law in accordance with subsection 56(9) of the *Condominium Act, 1998*.

DATED this 5th day of February, 2020.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1424

Per: 

Saeid Aghaei - Secretary

I have authority to bind the Corporation

**SCHEDULE "A" TO CERTIFICATE IN RESPECT OF A BY-LAW OF
YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1424**

(hereinafter referred to as this or the "**Condominium**", or this or the "**Corporation**", or the "**Condominium Corporation**")

BY-LAW NO. 4

WHEREAS in addition to those words, terms and/or phrases specifically defined elsewhere in this by-law, the words, terms or phrases defined in this Condominium's declaration shall have the same meanings respectively ascribed to them in the said declaration, whenever same are used in this by-law or in the agreement of purchase and sale specifically authorized by this by-law;

Be it enacted as a by-law of the Corporation as follows:


1. That the Corporation be and is hereby authorized to enter into an agreement of purchase and sale with 1857481 Ontario Inc. (hereinafter referred to as the "**Declarant**"), in the form of agreement annexed hereto as Schedule "A" (hereinafter referred to as the "**Purchase Agreement**"), in order to purchase and acquire from the Declarant the guest suite unit (namely, unit 48 on level 1) in the Condominium (hereinafter referred to as the "**Guest Suite Unit**"), within thirty (30) days of the registration of the Condominium, for the total purchase price or consideration of \$220,000.00 in Canadian funds, inclusive of H.S.T., in accordance with the terms and provisions outlined below;
2. That title to the Guest Suite Unit shall be conveyed by the Declarant to this Condominium within thirty (30) days after the registration of the declaration (with the date of registration of the transfer of title thereto in favour of the Condominium being hereinafter referred to as the "**Transfer Date**"), for the total consideration of \$220,000.00 (inclusive of H.S.T.), free and clear of any outstanding mortgages or charges or on the basis that any such outstanding mortgages or charges so encumbering same are discharged forthwith following such conveyance, at the sole cost and expense of the Declarant, with such consideration being evidenced and secured by a first mortgage or charge taken back by (and registered against the Guest Suite Unit in favour of) the Declarant (hereinafter referred to as the "**VTB Mortgage**");
3. That this Condominium shall accept the conveyance of title to the Guest Suite Unit from the Declarant without requisitioning or requiring any other documents, certificates, statutory declarations, opinions, indemnities and/or undertakings from or by the Declarant or the Declarant's solicitors whatsoever in connection therewith;
4. That the VTB Mortgage shall bear interest at the rate of six percent (6%) per annum, computed and accruing from and after the Transfer Date, shall have a ten (10) year term commencing on the Transfer Date and maturing ten (10) years from and after the Transfer Date (hereinafter referred to as the "**Maturity Date**"), and shall incorporate the standard charge terms filed by Dye & Durham Co. Limited as no. 200033;
5. That the total outstanding indebtedness secured under the VTB Mortgage shall be repaid by way of one hundred twenty (120) equal blended monthly payments of principal and interest, based on a ten (10) year amortization plan or term, with the first (1st) monthly payment of principal and interest to be due and payable on the first (1st) day of the month immediately following the Transfer Date (hereinafter referred to as the "**First Payment Date**");
6. That the VTB Mortgage shall mature, and be fully due and payable, on the Maturity Date;
7. That all blended monthly mortgage payments owing to the mortgagee under the VTB Mortgage (hereinafter referred to as the "**Mortgagee**") shall be made by way of a pre-authorized payment plan (pursuant to this Condominium's execution and delivery of a pre-authorized payment plan form prepared by or on behalf of the Mortgagee, accompanied by an unsigned cheque marked "void" from the bank account to be used by this Condominium for making all such payments to the Mortgagee), or alternatively made by way of a series of twelve (12) post-dated cheques delivered to the Mortgagee on or before the First Payment Date, and delivered on the same date each year thereafter throughout the term of the VTB Mortgage;
8. All payments on account of principal and/or interest that are owing or payable under or pursuant to the VTB Mortgage, and all other associated costs and/or charges related to the ownership of the Guest Suite Unit, together with all outstanding realty taxes, insurance premiums and common expenses assessed against the Guest Suite Unit (or otherwise attributable to same) and payable in connection therewith from time to time, together with all provincial and municipal land transfer taxes exigible in connection with the Declarant's transfer and conveyance of the Guest Suite Unit to this Condominium (for a total value of consideration equal to the face principal sum of the VTB Mortgage), and all title registration fees payable in connection therewith, shall comprise part of the common expenses of this Condominium;
9. In the event that the Declarant arranges a new mortgage loan to the Condominium from a third-party lender to replace the VTB Mortgage and to pay off the Declarant for the unpaid purchase price of the Guest Suite Unit, then the Condominium shall grant a charge/mortgage of land to such third-party lender (and shall be responsible for all costs associated with the granting of such charge/mortgage), in substitution for the VTB Mortgage as hereinbefore described; and

10. That any one of the President or the Secretary of the Corporation is hereby authorized and empowered to execute the Purchase Agreement and all other documents contemplated thereunder, and all instruments necessary to effect the electronic registration and conveyance of the Guest Suite Unit from the Declarant to the Corporation, with or without the seal of the Corporation respectively affixed thereto, including, without limitation, any electronic registration authorization, land transfer tax affidavit(s), the VTB Mortgage and all ancillary mortgage documentation in connection therewith, and/or any other documents that may be required to complete the transaction contemplated by this by-law.

The foregoing by-law is hereby enacted as By-law No. 4 of York Region Standard Condominium Corporation No. 1424.

Dated this 5th day of February, 2020.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1424

Per: 
Saeid Aghaci - Secretary
I have authority to bind the Corporation

SCHEDULE "A" TO BY-LAW NO. 4**AGREEMENT OF PURCHASE AND SALE FOR
THE GUEST SUITE UNIT**

THIS AGREEMENT made the ____ day of _____, 20 ____.

BETWEEN:

1857481 ONTARIO INC.
(hereinafter referred to as the "Vendor")

OF THE FIRST PART

- and -

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1424
(hereinafter referred to as the "Purchaser", or this or the "Condominium")

OF THE SECOND PART

WHEREAS the Purchaser was registered and created as a condominium corporation pursuant to the *Condominium Act, 1998*, S.O. 1998, as amended (hereinafter referred to as the "Act"), on January 9th, 2020;

AND WHEREAS the Vendor is the registered owner of the guest suite unit (namely, unit 48 on level 1) in the Condominium (hereinafter referred to as the "Guest Suite Unit");

AND WHEREAS the Vendor has entered into this Agreement with the Purchaser in order to sell, transfer and convey to the Purchaser the Guest Suite Unit, on and subject to the terms and provisions hereinafter set forth;

AND WHEREAS in addition to those words, terms or phrases specifically defined elsewhere in this Agreement, the words, terms or phrases defined in this Condominium's declaration shall have the same meanings respectively ascribed to them in the said declaration, whenever same are used in this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration (the receipt and sufficiency of which is hereby expressly acknowledged), the parties hereto hereby covenant and agree, to and with each other, as follows:

1. The Vendor hereby agrees to sell and transfer the Guest Suite Unit to the Purchaser, and the Purchaser correspondingly agrees to purchase and acquire the Guest Suite Unit from the Vendor, for the total purchase price or consideration of \$220,000.00 in Canadian funds, inclusive of H.S.T. (hereinafter referred to as the "Purchase Price"), in accordance with the terms and provisions hereinafter set forth.
2. The closing of this purchase and sale transaction shall take place as soon as reasonably possible following the registration of the Condominium, and in any event within thirty (30) days of such registration (hereinafter referred to as the "Closing Date" or "Closing"), and the entire Purchase Price shall be secured by a first mortgage or charge taken back by (and registered against the Guest Suite Unit in favour of) the Vendor (hereinafter referred to as the "VTB Mortgage").
3. The parties hereto hereby acknowledge that the VTB Mortgage may be assigned by the Declarant to any third party, including without limitation, any company related to (or affiliated with) the Declarant, or to the construction lender that financed the construction and completion of the Condominium (and which assignment may be given to the said construction lender in exchange for procuring a partial discharge of said lender's blanket mortgage so encumbering the Guest Suite Unit).
4. On the Closing Date, title to the Guest Suite Unit shall be free and clear of any outstanding liens, mortgages or charges whatsoever (or on the basis that any such outstanding mortgages or charges so encumbering same are discharged forthwith following the conveyance of the Guest Suite Unit to the Purchaser by the Vendor), but title to the Guest Suite Unit shall nevertheless be subject to any and all outstanding agreements, easements, restrictions and all other encumbrances registered against the title to same, including all by-laws of the Condominium (and all agreements authorized by such by-laws).
5. On Closing, the Purchaser shall accept the conveyance of title to the Guest Suite Unit from the Vendor without requisitioning or requiring any other documents, certificates, statutory declarations, opinions, indemnities and/or undertakings from or by the Vendor or the Vendor's solicitors whatsoever in connection therewith.

6. It is understood and agreed that the VTB Mortgage shall bear interest at the rate of six percent (6%) per annum, computed and accruing from and after the Closing Date, shall have a ten (10) year term commencing on the Transfer Date and maturing ten (10) years from and after the Closing Date (hereinafter referred to as the "**Maturity Date**"), and shall incorporate the standard charge terms filed by Dye & Durham Co. Limited as no. 200033. The total outstanding indebtedness secured under the VTB Mortgage shall be repaid by way of one hundred twenty (120) equal blended monthly payments of principal and interest, based on a ten (10) year amortization plan or term, with the first (1st) monthly payment of principal and interest to be due and payable on the first (1st) month immediately following the Closing Date (hereinafter referred to as the "**First Payment Date**"). The VTB Mortgage shall mature, and be fully due and payable, on the Maturity Date.
7. All blended monthly mortgage payments owing to the mortgagee under the VTB Mortgage shall be made by way of a pre-authorized payment plan (pursuant to this Condominium's execution and delivery of a pre-authorized payment plan form prepared by or on behalf of the Vendor, accompanied by an unsigned cheque marked "void" from the bank account to be used by this Condominium for making all such payments to the mortgagee), or alternatively all such payments shall be made by way of a series of twelve (12) post-dated cheques delivered to the mortgagee of the VTB Mortgage on or before the First Payment Date, and delivered on the same date each year thereafter throughout the term of the VTB Mortgage.
8. It is further understood and agreed that all payments on account of principal and/or interest that are owing or payable under or pursuant to the VTB Mortgage, and all other associated costs and/or charges related to the ownership of the Guest Suite Unit, together with all outstanding realty taxes, insurance premiums and common expenses assessed against the Guest Suite Unit (or otherwise attributable to same) and payable in connection therewith from time to time, together with all provincial and municipal land transfer taxes exigible in connection with the Vendor's transfer and conveyance of the Guest Suite Unit to this Condominium (for a total value of consideration equal to the face principal sum of the VTB Mortgage), and all title registration fees payable in connection therewith, shall comprise part of the common expenses of this Condominium.
9. In the event that the Vendor arranges a new mortgage loan to the Condominium from a third-party lender to replace the VTB Mortgage and to pay off the Vendor for the unpaid purchase price of the Guest Suite Unit, then the Condominium shall grant a charge/mortgage of land to such third-party lender (and shall be responsible for all costs associated with the granting of such charge/mortgage), in substitution for the VTB Mortgage as hereinbefore described.
10. The parties hereto shall undertake to each other on Closing to readjust for outstanding realty taxes, if and when assessed against the Guest Suite Unit, on the express understanding and agreement that the Purchaser shall be responsible for all realty taxes assessed and/or owing from and after the Closing Date.
11. Time shall be of the essence with respect to all terms and provisions herein contained.
12. This Agreement shall be read and construed with all changes of gender and/or number as may be required by the context.
13. The validity and interpretation of this Agreement shall be construed in accordance with (and shall correspondingly be governed by) the laws of the Province of Ontario.
14. The provisions of this Agreement shall enure to the benefit of, and be correspondingly binding upon, each of the parties hereto and their respective successors and assigns.
15. This Agreement may be executed in counterparts which, when so executed by each of the parties hereto, shall collectively be considered and construed to constitute one valid and binding agreement, enforceable by and amongst each of the parties hereto, notwithstanding that all parties may not be signatories to the same counterpart.
16. The execution of this Agreement by any or all of the parties hereto may be effected by way of telefax transmission (or by any similar system reproducing the original) provided that the necessary signature of the party desiring to execute same by way of telefax is duly reflected or represented by the telefaxed copy of this Agreement so transmitted, and provided further that a confirmation of such telefaxed transmission is received by the transmitting party at the time of such telefax transmission. A telefaxed copy of this Agreement reflecting the execution of same by any or all of the parties hereto shall, for all purposes, be effective and operative to the same extent as if same were originally executed and delivered by the party or parties so executing same.
17. A photocopy, a telefaxed copy or a scanned/emailed copy of this fully executed Agreement may be relied upon to the same extent as if it were an originally executed version.

IN WITNESS WHEREOF the parties hereto have hereunto executed this Agreement as of the date first above mentioned.

1857481 ONTARIO INC.

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

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1424

Per: _____
Saeid Aghaei - Secretary
I have authority to bind the Corporation

<p style="writing-mode: vertical-rl; transform: rotate(180deg); font-size: small;">FOR OFFICE USE ONLY</p> <div style="border: 1px solid black; padding: 5px; margin: 5px;"> <p>YR 3065351 CERTIFICATE OF RECEIPT CERTIFICAT DE RECEPISSE</p> <p style="font-size: large; font-weight: bold;">FEB 07 2020 @ 9:46</p> <p><i>Jana Szpirak</i></p> <p>YORK REGION No. 65 LAND REGISTRAR REGISTRATEUR</p> </div> <p style="margin-top: 10px;">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 7 pages</p>	<p>(3) Property Identifier(s) Additional: See Schedule <input type="checkbox"/></p> <p style="text-align: center;">Block Property 29955-0001(LT) to 29955-1022(LT) both inclusive</p>
	<p>(4) Nature of Document Condominium By-law No. 5 (Section 56 of the Condominium Act, 1998)</p>	
	<p>(5) Consideration Nil Dollars \$ Nil</p>	
	<p>(6) Description All units and common elements comprising the property included in York Region Standard Condominium Plan No. 1424, in the City of Richmond Hill, Land Titles Division of the York Region Land Registry Office (No. 65)</p>	
	<p>(7) This Document Contains <input type="checkbox"/> (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/></p>	

(8) This Document provides as follows:

See Schedule for By-law No. 5 and Certificate.

Continued on Schedule

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

<p>(10) Party(ies) (Set out Status or Interest) Name(s)</p> <p>YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1424</p>	<p>Signature(s)</p> <p style="text-align: center;"><i>Saeid Aghaei</i></p> <p>Name: Saeid Aghaei Title: Secretary I have authority to bind the Corporation.</p>	<p>Date of Signature Y M D</p> <p style="text-align: center;">2020 02 05</p>
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(11) Address for Service **c/o Times Property Management Inc. 350 Highway #7 East, PH7, Richmond Hill, ON L4B 3N2**

<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>All Units on all Levels at 384, 386, 388, 390, 392, 394, 396, and 398 Highway No. 7 East, Richmond Hill, ON</p>	<p>(15) Document Prepared by:</p> <p>Alexander Foundos DelZotto, Zorzi LLP 4810 Dufferin Street, Suite D North York, ON M3H 5S8</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:70%;">Registration Fee</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												

CERTIFICATE IN RESPECT OF A BY-LAW
(under subsection 14(1) of Ontario Regulation 48/01 and subsection 56(9) of the
Condominium Act, 1998, and referred to in subsection 38(1) of Ontario Regulation 49/01)

Condominium Act, 1998


York Region Standard Condominium Corporation No. 1424 (hereinafter referred to as the “**Corporation**”) certifies that:

1. The copy of by-law number 5, attached hereto 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. *(Please check the statement that applies)*
 - [Fillable check box] The owners of a majority of the units in the Corporation have voted in favour of confirming the by-law with or without amendment [if clause 56(10)(a) of the *Condominium Act, 1998* applies but subsection 14(2) of Ontario Regulation 48/01 does not apply].
 - [Fillable check box] The majority of the owners present or represented by proxy at a meeting of owners have voted in favour of confirming the by-law with or without amendment [if clause 56(10)(a) of the *Condominium Act, 1998* and subsection 14(2) of Ontario Regulation 48/01 apply].
4. *(Please check the following statement, if the by-law is a joint by-law under section 59 of the Condominium Act, 1998)*
 - [Fillable check box] The by-law is a joint by-law made under section 59 of the *Condominium Act, 1998* and is not effective until the corporations that made it, being _____, have each registered a copy of the joint by-law in accordance with subsection 56(9) of the *Condominium Act, 1998*.

DATED this 5th day of February, 2020.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1424

Per: _____


Saeid Aghaei - Secretary

I have authority to bind the Corporation

**SCHEDULE "A" TO CERTIFICATE IN RESPECT OF A BY-LAW OF
YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1424**

(hereinafter referred to as this or the "**Condominium**", or this or the "**Corporation**", or the "**Condominium Corporation**")

BY-LAW NO. 5

WHEREAS in addition to those words, terms and/or phrases specifically defined elsewhere in this by-law, the words, terms or phrases defined in this Condominium's declaration shall have the same meanings respectively ascribed to them in the said declaration, whenever same are used in this by-law or in the agreement of purchase and sale specifically authorized by this by-law;

Be it enacted as a by-law of the Corporation as follows:

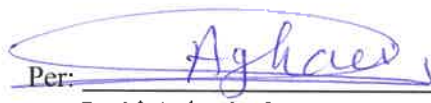
1. That the Corporation be and is hereby authorized to enter into an agreement of purchase and sale with 1857481 Ontario Inc. (hereinafter referred to as the "**Declarant**"), in the form of agreement annexed hereto as Schedule "A" (hereinafter referred to as the "**Purchase Agreement**"), in order to purchase and acquire from the Declarant the superintendent's unit (namely, unit 46 on level 1) in the Condominium (hereinafter referred to as the "**Superintendent's Unit**"), within thirty (30) days of the registration of the Condominium, for the total purchase price or consideration of \$307,500.00 in Canadian funds, inclusive of H.S.T., in accordance with the terms and provisions outlined below;
2. That title to the Superintendent's Unit shall be conveyed by the Declarant to this Condominium within thirty (30) days after the registration of the declaration (with the date of registration of the transfer of title thereto in favour of the Condominium being hereinafter referred to as the "**Transfer Date**"), for the total consideration of \$307,500.00 (inclusive of H.S.T.), free and clear of any outstanding mortgages or charges or on the basis that any such outstanding mortgages or charges so encumbering same are discharged forthwith following such conveyance, at the sole cost and expense of the Declarant, with such consideration being evidenced and secured by a first mortgage or charge taken back by (and registered against the Superintendent's Unit in favour of) the Declarant (hereinafter referred to as the "**VTB Mortgage**");
3. That this Condominium shall accept the conveyance of title to the Superintendent's Unit from the Declarant without requisitioning or requiring any other documents, certificates, statutory declarations, opinions, indemnities and/or undertakings from or by the Declarant or the Declarant's solicitors whatsoever in connection therewith;
4. That the VTB Mortgage shall bear interest at the rate of six percent (6%) per annum, computed and accruing from and after the Transfer Date, shall have a ten (10) year term commencing on the Transfer Date and maturing ten (10) years from and after the Transfer Date (hereinafter referred to as the "**Maturity Date**"), and shall incorporate the standard charge terms filed by Dye & Durham Co. Limited as no. 200033;
5. That the total outstanding indebtedness secured under the VTB Mortgage shall be repaid by way of one hundred twenty (120) equal blended monthly payments of principal and interest, based on a ten (10) year amortization plan or term, with the first (1st) monthly payment of principal and interest to be due and payable on the first (1st) day of the month immediately following the Transfer Date (hereinafter referred to as the "**First Payment Date**");
6. That the VTB Mortgage shall mature, and be fully due and payable, on the Maturity Date;
7. That all blended monthly mortgage payments owing to the mortgagee under the VTB Mortgage (hereinafter referred to as the "**Mortgagee**") shall be made by way of a pre-authorized payment plan (pursuant to this Condominium's execution and delivery of a pre-authorized payment plan form prepared by or on behalf of the Mortgagee, accompanied by an unsigned cheque marked "void" from the bank account to be used by this Condominium for making all such payments to the Mortgagee), or alternatively made by way of a series of twelve (12) post-dated cheques delivered to the Mortgagee on or before the First Payment Date, and delivered on the same date each year thereafter throughout the term of the VTB Mortgage;
8. All payments on account of principal and/or interest that are owing or payable under or pursuant to the VTB Mortgage, and all other associated costs and/or charges related to the ownership of the Superintendent's Unit, together with all outstanding realty taxes, insurance premiums and common expenses assessed against the Superintendent's Unit (or otherwise attributable to same) and payable in connection therewith from time to time, together with all provincial and municipal land transfer taxes exigible in connection with the Declarant's transfer and conveyance of the Superintendent's Unit to this Condominium (for a total value of consideration equal to the face principal sum of the VTB Mortgage), and all title registration fees payable in connection therewith, shall comprise part of the common expenses of this Condominium;
9. In the event that the Declarant arranges a new mortgage loan to the Condominium from a third-party lender to replace the VTB Mortgage and to pay off the Declarant for the unpaid purchase price of the Superintendent's Unit, then the Condominium shall grant a charge/mortgage of land to such third-party lender (and shall be responsible for all costs associated with the granting of such charge/mortgage), in substitution for the VTB Mortgage as hereinbefore described; and

10. That any one of the President or the Secretary of the Corporation is hereby authorized and empowered to execute the Purchase Agreement and all other documents contemplated thereunder, and all instruments necessary to effect the electronic registration and conveyance of the Superintendent's Unit from the Declarant to the Corporation, with or without the seal of the Corporation respectively affixed thereto, including, without limitation, any electronic registration authorization, land transfer tax affidavit(s), the VTB Mortgage and all ancillary mortgage documentation in connection therewith, and/or any other documents that may be required to complete the transaction contemplated by this by-law.

The foregoing by-law is hereby enacted as By-law No. 5 of York Region Standard Condominium Corporation No. 1424.

Dated this 5th day of February, 2020.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1424

Per: 
Sacid Aghaei - Secretary
I have authority to bind the Corporation

SCHEDULE "A" TO BY-LAW NO. 5

**AGREEMENT OF PURCHASE AND SALE FOR
THE SUPERINTENDENT'S UNIT**

THIS AGREEMENT made the ____ day of _____, 20 ____.

BETWEEN:

1857481 ONTARIO INC.
(hereinafter referred to as the "Vendor")

OF THE FIRST PART

- and -

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1424
(hereinafter referred to as the "Purchaser", or this or the "Condominium")

OF THE SECOND PART

WHEREAS the Purchaser was registered and created as a condominium corporation pursuant to the *Condominium Act, 1998*, S.O. 1998, as amended (hereinafter referred to as the "Act"), on January 9th, 2020;

AND WHEREAS the Vendor is the registered owner of the superintendent's unit (namely, unit 46 on level 1) in the Condominium (hereinafter referred to as the "Superintendent's Unit");

AND WHEREAS the Vendor has entered into this Agreement with the Purchaser in order to sell, transfer and convey to the Purchaser the Superintendent's Unit, on and subject to the terms and provisions hereinafter set forth;

AND WHEREAS in addition to those words, terms or phrases specifically defined elsewhere in this Agreement, the words, terms or phrases defined in this Condominium's declaration shall have the same meanings respectively ascribed to them in the said declaration, whenever same are used in this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration (the receipt and sufficiency of which is hereby expressly acknowledged), the parties hereto hereby covenant and agree, to and with each other, as follows:

1. The Vendor hereby agrees to sell and transfer the Superintendent's Unit to the Purchaser, and the Purchaser correspondingly agrees to purchase and acquire the Superintendent's Unit from the Vendor, for the total purchase price or consideration of \$307,500.00 in Canadian funds, inclusive of H.S.T. (hereinafter referred to as the "Purchase Price"), in accordance with the terms and provisions hereinafter set forth.
2. The closing of this purchase and sale transaction shall take place as soon as reasonably possible following the registration of the Condominium, and in any event within thirty (30) days of such registration (hereinafter referred to as the "Closing Date" or "Closing"), and the entire Purchase Price shall be secured by a first mortgage or charge taken back by (and registered against the Superintendent's Unit in favour of) the Vendor (hereinafter referred to as the "VTB Mortgage").
3. The parties hereto hereby acknowledge that the VTB Mortgage may be assigned by the Declarant to any third party, including without limitation, any company related to (or affiliated with) the Declarant, or to the construction lender that financed the construction and completion of the Condominium (and which assignment may be given to the said construction lender in exchange for procuring a partial discharge of said lender's blanket mortgage so encumbering the Superintendent's Unit).
4. On the Closing Date, title to the Superintendent's Unit shall be free and clear of any outstanding liens, mortgages or charges whatsoever (or on the basis that any such outstanding mortgages or charges so encumbering same are discharged forthwith following the conveyance of the Superintendent's Unit to the Purchaser by the Vendor), but title to the Superintendent's Unit shall nevertheless be subject to any and all outstanding agreements, easements, restrictions and all other encumbrances registered against the title to same, including all by-laws of the Condominium (and all agreements authorized by such by-laws).
5. On Closing, the Purchaser shall accept the conveyance of title to the Superintendent's Unit from the Vendor without requisitioning or requiring any other documents, certificates, statutory declarations, opinions, indemnities and/or undertakings from or by the Vendor or the Vendor's solicitors whatsoever in connection therewith.

6. It is understood and agreed that the VTB Mortgage shall bear interest at the rate of six percent (6%) per annum, computed and accruing from and after the Closing Date, shall have a ten (10) year term commencing on the Transfer Date and maturing ten (10) years from and after the Closing Date (hereinafter referred to as the "Maturity Date"), and shall incorporate the standard charge terms filed by Dye & Durham Co. Limited as no. 200033. The total outstanding indebtedness secured under the VTB Mortgage shall be repaid by way of one hundred twenty (120) equal blended monthly payments of principal and interest, based on a ten (10) year amortization plan or term, with the first (1st) monthly payment of principal and interest to be due and payable on the first (1st) month immediately following the Closing Date (hereinafter referred to as the "First Payment Date"). The VTB Mortgage shall mature, and be fully due and payable, on the Maturity Date.
7. All blended monthly mortgage payments owing to the mortgagee under the VTB Mortgage shall be made by way of a pre-authorized payment plan (pursuant to this Condominium's execution and delivery of a pre-authorized payment plan form prepared by or on behalf of the Vendor, accompanied by an unsigned cheque marked "void" from the bank account to be used by this Condominium for making all such payments to the mortgagee), or alternatively all such payments shall be made by way of a series of twelve (12) post-dated cheques delivered to the mortgagee of the VTB Mortgage on or before the First Payment Date, and delivered on the same date each year thereafter throughout the term of the VTB Mortgage.
8. It is further understood and agreed that all payments on account of principal and/or interest that are owing or payable under or pursuant to the VTB Mortgage, and all other associated costs and/or charges related to the ownership of the Superintendent's Unit, together with all outstanding realty taxes, insurance premiums and common expenses assessed against the Superintendent's Unit (or otherwise attributable to same) and payable in connection therewith from time to time, together with all provincial and municipal land transfer taxes exigible in connection with the Vendor's transfer and conveyance of the Superintendent's Unit to this Condominium (for a total value of consideration equal to the face principal sum of the VTB Mortgage), and all title registration fees payable in connection therewith, shall comprise part of the common expenses of this Condominium.
9. In the event that the Vendor arranges a new mortgage loan to the Condominium from a third-party lender to replace the VTB Mortgage and to pay off the Vendor for the unpaid purchase price of the Superintendent's Unit, then the Condominium shall grant a charge/mortgage of land to such third-party lender (and shall be responsible for all costs associated with the granting of such charge/mortgage), in substitution for the VTB Mortgage as hereinbefore described.
10. The parties hereto shall undertake to each other on Closing to readjust for outstanding realty taxes, if and when assessed against the Superintendent's Unit, on the express understanding and agreement that the Purchaser shall be responsible for all realty taxes assessed and/or owing from and after the Closing Date.
11. Time shall be of the essence with respect to all terms and provisions herein contained.
12. This Agreement shall be read and construed with all changes of gender and/or number as may be required by the context.
13. The validity and interpretation of this Agreement shall be construed in accordance with (and shall correspondingly be governed by) the laws of the Province of Ontario.
14. The provisions of this Agreement shall enure to the benefit of, and be correspondingly binding upon, each of the parties hereto and their respective successors and assigns.
15. This Agreement may be executed in counterparts which, when so executed by each of the parties hereto, shall collectively be considered and construed to constitute one valid and binding agreement, enforceable by and amongst each of the parties hereto, notwithstanding that all parties may not be signatories to the same counterpart.
16. The execution of this Agreement by any or all of the parties hereto may be effected by way of telefax transmission (or by any similar system reproducing the original) provided that the necessary signature of the party desiring to execute same by way of telefax is duly reflected or represented by the telefaxed copy of this Agreement so transmitted, and provided further that a confirmation of such telefaxed transmission is received by the transmitting party at the time of such telefax transmission. A telefaxed copy of this Agreement reflecting the execution of same by any or all of the parties hereto shall, for all purposes, be effective and operative to the same extent as if same were originally executed and delivered by the party or parties so executing same.
17. A photocopy, a telefaxed copy or a scanned/emailed copy of this fully executed Agreement may be relied upon to the same extent as if it were an originally executed version.

IN WITNESS WHEREOF the parties hereto have hereunto executed this Agreement as of the date first above mentioned.

1857481 ONTARIO INC.

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

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1424

Per: _____
Sacid Aghaei - Secretary
I have authority to bind the Corporation

<p style="writing-mode: vertical-rl; transform: rotate(180deg); font-size: small;">FOR OFFICE USE ONLY</p> <div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> <p>YR.3065353 CERTIFICATE OF RECEIPT CERTIFICAT DE RÉCÉPISSÉ</p> <p style="font-size: large; font-weight: bold;">FEB 07 2020@9:49</p> <p>YORK REGION No. 65 LAND REGISTRAR REGISTRATEUR</p> <p style="text-align: right; font-style: italic;"><i>Jane Sapiano</i></p> </div> <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 4 pages</p>
	<p>(3) Property Identifier(s) Additional: See Schedule <input type="checkbox"/></p> <p style="text-align: center;">Block Property</p> <p style="text-align: center;">29955-0001(LT) to 29955-1022(LT) both inclusive</p>
	<p>(4) Nature of Document</p> <p style="text-align: center;">Condominium By-law No. 6 (Section 56 of the Condominium Act, 1998)</p>
	<p>(5) Consideration</p> <p style="text-align: center;">Nil Dollars \$ Nil</p>
	<p>(6) Description</p> <p style="text-align: center;">All units and common elements comprising the property included in York Region Standard Condominium Plan No. 1424, in the City of Richmond Hill, Land Titles Division of the York Region Land Registry Office (No. 65)</p>
	<p>(7) This Document Contains Additional: See Schedule <input type="checkbox"/></p> <p style="font-size: small;">(a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/></p>

(8) This Document provides as follows:

See Schedule for By-law No. 6 and Certificate.

Continued on Schedule

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

<p>(10) Party(ies) (Set out Status or Interest) Name(s)</p> <p>YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1424</p>	<p style="text-align: center; font-size: small;">Signature(s)</p> <div style="text-align: center;"> </div> <p style="font-size: small;">Name: Saeid Aghaei Title: Secretary I have authority to bind the Corporation.</p>	<p style="text-align: center; font-size: small;">Date of Signature Y M D</p> <p style="text-align: center; font-size: large;">2020 02 05</p>
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(11) Address for Service **c/o Times Property Management Inc. 350 Highway #7 East, PH7, Richmond Hill, ON L4B 3N2**

<p>(12) Party(ies) (Set out Status or Interest) Name(s)</p>	<p style="text-align: center; font-size: small;">Signature(s)</p>	<p style="text-align: center; font-size: small;">Date of Signature Y M D</p>

(13) Address for Service

<p>(14) Municipal Address of Property</p> <p>All Units on all Levels at 384, 386, 388, 390, 392, 394, 396, and 398 Highway No. 7 East, Richmond Hill, ON</p>	<p>(15) Document Prepared by:</p> <p>Alexander Foundos DelZotto, Zorzi LLP 4810 Dufferin Street, Suite D North York, ON M3H 5S8</p>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="2" style="font-size: small;">Fees and Tax</th> </tr> <tr> <td style="font-size: small;">Registration Fee</td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td style="text-align: right; font-weight: bold;">Total</td> <td> </td> </tr> </table>	Fees and Tax		Registration Fee						Total	
Fees and Tax												
Registration Fee												
Total												

CERTIFICATE IN RESPECT OF A BY-LAW
(under subsection 14(1) of Ontario Regulation 48/01 and subsection 56(9) of the
Condominium Act, 1998, and referred to in subsection 38(1) of Ontario Regulation 49/01)


Condominium Act, 1998

York Region Standard Condominium Corporation No. 1424 (hereinafter referred to as the "Corporation") certifies that:

1. The copy of by-law number 6, attached hereto 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. (Please check the statement that applies)
 - [Fillable check box] The owners of a majority of the units in the Corporation have voted in favour of confirming the by-law with or without amendment [if clause 56(10)(a) of the *Condominium Act, 1998* applies but subsection 14(2) of Ontario Regulation 48/01 does not apply].
 - [Fillable check box] The majority of the owners present or represented by proxy at a meeting of owners have voted in favour of confirming the by-law with or without amendment [if clause 56(10)(a) of the *Condominium Act, 1998* and subsection 14(2) of Ontario Regulation 48/01 apply].
4. (Please check the following statement, if the by-law is a joint by-law under section 59 of the *Condominium Act, 1998*)
 - [Fillable check box] The by-law is a joint by-law made under section 59 of the *Condominium Act, 1998* and is not effective until the corporations that made it, being _____, have each registered a copy of the joint by-law in accordance with subsection 56(9) of the *Condominium Act, 1998*.

DATED this 5th day of February, 2020.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1424

Per: 
Saeid Aghaei - Secretary
I have authority to bind the Corporation

**SCHEDULE "A" TO CERTIFICATE IN RESPECT OF A BY-LAW OF
YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1424**

(hereinafter referred to as this or the "Condominium", or this or the "Corporation", or the "Condominium Corporation")

BY-LAW NO. 6

WHEREAS in addition to those words, terms and/or phrases specifically defined elsewhere in this by-law, the words, terms or phrases defined in this Condominium's declaration shall have the same meanings respectively ascribed to them in the said declaration, whenever same are used in this by-law or in the agreement specifically authorized by this by-law;

AND WHEREAS in accordance with the provisions of section 56(1)(e) of the *Condominium Act, 1998*, S.O. 1998, as amended (hereinafter referred to as the "Act"), the board of directors may pass by-laws authorizing the borrowing of money to carry out the objects and duties of the Corporation;

AND WHEREAS pursuant to the provisions of section 48(hh) of this Condominium's declaration, the Corporation is obliged to enter into, and abide by (and comply with), the provisions of a loan agreement and a general security agreement entered into with (and in favour of) a lender of a "green building loan" designated or selected by the Declarant, including a lender that may be related, associated or affiliated with the Declarant (hereinafter referred to as the "Green Lender");

AND WHEREAS this Condominium is obliged to execute and deliver, to and in favour of the Green Lender, a loan agreement (hereinafter referred to as the "Loan Agreement"), evidencing the outstanding loan to be made by the Green Lender to the Corporation shortly after the registration of this Condominium, in the amount of approximately Six Hundred Thousand Dollars (\$600,000.00) in Canadian funds (hereinafter referred to as the "Green Loan"), bearing interest at a rate of six percent (6%) per annum, on the express understanding that all such loan proceeds shall be advanced directly to the Declarant by the Green Lender, pursuant to the Corporation's irrevocable direction re funds, in order to fund and/or reimburse the Declarant for the costs and expenses heretofore incurred by the Declarant in connection with the acquisition and/or installation of various energy-efficient equipment and building materials used in the design and/or construction of this Condominium (hereinafter collectively referred to as the "Energy-Efficient Equipment & Materials"), and which Energy Efficient Equipment & Materials are intended to generate energy-related cost savings (estimated by a third party energy modelling professional or consultant to be equal to, or greater than, the costs associated with the Green Loan on an annual basis) that will benefit this Condominium and the respective unit owners thereof during the remaining useful life of the installed Energy-Efficient Equipment & Materials;

AND WHEREAS the Green Loan, together with all interest accrued thereon at the aforementioned rate, is intended to be repaid by the Corporation to the Green Lender by way of one hundred and twenty (120) equal and consecutive blended monthly payments of principal and interest, based on a ten (10) year amortization plan;

AND WHEREAS the Condominium shall also be obliged to execute and deliver the following documents and/or instruments to and in favour of the Green Lender, namely:

- a) a general security agreement, with the Green Lender's security interest arising thereunder or therefrom being evidenced by a financing statement registered under the *Personal Property Security Act, R.S.O. 1990*, as amended (hereinafter referred to as the "PPSA"), and providing a first charge over all personal property and assets of the Corporation as borrower;
- b) an irrevocable direction re funds, authorizing the Green Lender to advance the entire loan proceeds of the Green Loan to the Declarant, or to whomsoever and in whatsoever manner the Declarant may in writing direct;
- c) a covenant by the Corporation not to execute or deliver any mortgage, charge or other encumbrance against (or in respect of) the Corporation's property and/or assets that may rank in priority to, or subordinate to, the Green Lender's security for the Green Loan, without the prior written consent of the Green Lender thereto, provided such consent shall not be unreasonably or arbitrarily withheld or delayed; and
- d) any other security documents and/or instruments which may be required or desired by the Green Lender and/or the Declarant to further evidence and/or secure the aforementioned Green Loan, in whole or in part;

(all of which documents and/or instruments are hereinafter collectively referred to as the "Security Documents");

AND WHEREAS the first year operating budget of this Condominium already reflects and includes the projected annual amount of all blended monthly payments of principal and interest anticipated to be made to the Green Lender by or on behalf of the Corporation during the first year of this Condominium's existence, pursuant to the terms and provisions of the Loan Agreement and/or the Security Documents;

AND WHEREAS it is understood and agreed that the reserve fund of this Condominium shall not be pledged or charged as security for the Green Loan, and that no mortgage or charge (or other similar form of security) will be registered against the title to the units and common elements of this Condominium, save and except for the possibility that a notice of security interest in and to all or some of the Energy-Efficient Equipment & Materials may be registered against the title to the common elements and each of the units in this Condominium, pursuant to section 54(1) of the PPSA;

Be it enacted as a by-law of the Corporation as follows:

1. That the Corporation is hereby authorized and empowered to borrow the Green Loan from the Green Lender in the amount of approximately Six Hundred Thousand Dollars (\$600,000.00) in Canadian funds, bearing interest at a rate of six percent (6%) per annum, and the Green Loan shall be repaid by the Corporation over a term of ten (10) years, by way of one hundred

and twenty (120) equal and consecutive blended monthly payments of principal and interest, based on a ten (10) year amortization plan, with such payments to commence on the first day of the month immediately following the interest adjustment date of said loan (and which interest adjustment date shall be the first day of the first calendar month following the date of the loan advance by the Green Lender to the Declarant, pursuant to the Corporation's irrevocable direction re funds), and all such payments of principal and interest (and any other associated costs and charges related to the Green Loan) shall comprise part of the common expenses of this Condominium, and shall be reflected in the annual operating budget(s) of this Condominium during each of the ten (10) years following the registration of this Condominium;

2. That the execution and delivery by the Corporation to the Green Lender of the Loan Agreement and each of the Security Documents, with or without the seal of the Corporation affixed thereto, together with the Corporation's performance and fulfilment of all of its covenants and obligations set out therein, or arising thereunder or therefrom (including the obligation to fully repay the Green Loan to the Green Lender in accordance with the terms and provisions of the Loan Agreement), are hereby expressly authorized, ratified, sanctioned, confirmed and approved;
3. That the Corporation is hereby further authorized and directed to execute and deliver to the Green Lender an irrevocable direction re funds (irrevocably authorizing and directing the entire loan proceeds of the Green Loan to be advanced and paid by the Green Lender directly to the Declarant, or to whomsoever and in whatsoever manner the Declarant may in writing further direct), in order to fund and/or reimburse the Declarant for the costs and expenses incurred in connection with the acquisition and/or utilization of the Energy-Efficient Equipment & Materials in the construction and/or completion of this Condominium, and which are intended to generate energy-related cost savings (estimated by a third party energy modelling professional or consultant to be greater than, or equal to, the costs associated with the Green Loan, on an annual basis) that will benefit this Condominium and the respective unit owners thereof during the life of the installed Energy-Efficient Equipment & Materials;
4. That the Corporation is hereby further authorized and directed to grant a first priority security interest in and to all of the Energy-Efficient Equipment & Materials, to and in favour of the Green Lender, on the express understanding that such security interest shall be evidenced and perfected by or on behalf of the Green Lender by way of a financing statement registered against the Corporation under the PPSA, and may also be secured by way of a notice of security interest under section 54(1) of the PPSA registered against the title to the common elements and each of the units in this Condominium; and
5. That any one of the President or the Secretary of the Corporation is hereby authorized and empowered to execute the Loan Agreement and each of the Security Documents, including the aforementioned irrevocable direction re funds, on behalf of the Corporation, together with all other documents and instruments which are ancillary thereto, with or without the seal of the Corporation respectively affixed thereto, including without limitation, all instruments, applications, affidavits and/or electronic registration authorizations which may be required in order to allow for the electronic registration of the aforementioned notice of security interest against the title to the common elements of the Corporation and/or against each of the units in this Condominium (if the Green Lender so desires or requests same).

The foregoing by-law is hereby enacted as By-law No. 6 of York Region Standard Condominium Corporation No. 1424.

Dated this 5th day of February, 2020.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1424

Per: 

Saeid Aghaci - Secretary

I have authority to bind the Corporation

<p style="writing-mode: vertical-rl; transform: rotate(180deg); font-size: small;">FOR OFFICE USE ONLY</p> <div style="border: 1px solid black; padding: 5px; margin: 5px;"> <p>YR. 3065355 CERTIFICATE OF RECEIPT CERTIFICAT DE RÉCÉPISSÉ</p> <p style="font-size: large; font-weight: bold;">FEB 07 2020 @ 9.51</p> <p style="text-align: right;"><i>Saeid Aghaei</i></p> <p>YORK REGION No. 65 LAND REGISTRAR REGISTRATEUR</p> </div> <p style="margin-top: 10px;">New Property Identifiers Additional: See Schedule <input type="checkbox"/></p> <p>Executions Additional: See Schedule <input type="checkbox"/></p>	(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/> (2) Page 1 of 7 pages
	(3) Property Identifier(s) Additional: See Schedule <input type="checkbox"/> Block Property 29955-0001(LT) to 29955-1022(LT) both inclusive
	(4) Nature of Document Condominium By-law No. 7 (Section 56 of the Condominium Act, 1998)
	(5) Consideration Nil Dollars \$ Nil
	(6) Description All units and common elements comprising the property included in York Region Standard Condominium Plan No. 1424, in the City of Richmond Hill, Land Titles Division of the York Region Land Registry Office (No. 65)
	(7) This Document Contains <input type="checkbox"/> (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>

(8) This Document provides as follows:

See Schedule for By-law No. 7 and Certificate.

Continued on Schedule

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

(10) Party(ies) (Set out Status or Interest) Name(s) YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1424	Signature(s) Name: Saeid Aghaei Title: Secretary I have authority to bind the Corporation.	Date of Signature Y M D 2020 02 05
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(11) Address for Service **c/o Times Property Management Inc. 350 Highway #7 East, PH7, Richmond Hill, ON L4B 3N2**

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

(13) Address for Service

(14) Municipal Address of Property All Units on all Levels at 384, 386, 388, 390, 392, 394, 396, and 398 Highway No. 7 East, Richmond Hill, ON	(15) Document Prepared by: Alexander Foundos DelZotto, Zorzi LLP 4810 Dufferin Street, Suite D North York, ON M3H 5S8	<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:70%;">Registration Fee</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												

CERTIFICATE IN RESPECT OF A BY-LAW
(under subsection 14(1) of Ontario Regulation 48/01 and subsection 56(9) of the
Condominium Act, 1998, and referred to in subsection 38(1) of Ontario Regulation 49/01)

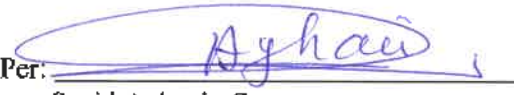
Condominium Act, 1998

York Region Standard Condominium Corporation No. 1424 (hereinafter referred to as the “**Corporation**”) certifies that:

1. The copy of by-law number 7, attached hereto 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. *(Please check the statement that applies)*
 - [Fillable check box]* The owners of a majority of the units in the Corporation have voted in favour of confirming the by-law with or without amendment *[if clause 56(10)(a) of the Condominium Act, 1998 applies but subsection 14(2) of Ontario Regulation 48/01 does not apply]*.
 - [Fillable check box]* The majority of the owners present or represented by proxy at a meeting of owners have voted in favour of confirming the by-law with or without amendment *[if clause 56(10)(a) of the Condominium Act, 1998 and subsection 14(2) of Ontario Regulation 48/01 apply]*.
4. *(Please check the following statement, if the by-law is a joint by-law under section 59 of the Condominium Act, 1998)*
 - [Fillable check box]* The by-law is a joint by-law made under section 59 of the *Condominium Act, 1998* and is not effective until the corporations that made it, being _____, have each registered a copy of the joint by-law in accordance with subsection 56(9) of the *Condominium Act, 1998*.

DATED this 5th day of February, 2020.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1424

Per: 
Saeid Aghaei - Secretary
I have authority to bind the Corporation

**SCHEDULE "A" TO CERTIFICATE IN RESPECT OF A BY-LAW OF
YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1424**

(hereinafter referred to as this or the "Condominium", or this or the "Corporation", or the "Condominium Corporation")

BY-LAW NO. 7

WHEREAS in addition to those words, terms and/or phrases specifically defined elsewhere in this by-law, the words, terms or phrases defined in this Condominium's declaration shall have the same meanings respectively ascribed to them in the said declaration, whenever same are used in this by-law or in the agreement of purchase and sale specifically authorized by this by-law;

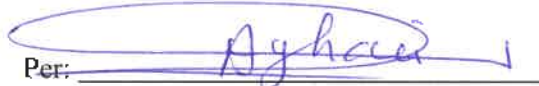
Be it enacted as a by-law of the Corporation as follows:

1. That the Corporation be and is hereby authorized to enter into an agreement of purchase and sale with 1857481 Ontario Inc. (hereinafter referred to as the "Declarant"), in the form of agreement annexed hereto as Schedule "A" (hereinafter referred to as the "Purchase Agreement"), in order to purchase and acquire from the Declarant certain chattels and equipment to be supplied by the Declarant for purposes of carrying out on-going maintenance, operation and upkeep of, and provision of security for, the Condominium, and including, without limitation, organic and garbage containers, radios, notice and bulletin boards, management computer, management copy machine, management phone hardware, winter mats, shelves and furnishings, parcel lockers, superintendent's tools and office supplies (hereinafter collectively referred to as the "Maintenance/Security/Miscellaneous Equipment"), for the total purchase price of \$100,000.00 (inclusive of H.S.T.) (hereinafter referred to as the "Purchase Price"), and to be paid in one lump sum payment in the amount of \$100,000.00 (inclusive of H.S.T.), on the first anniversary of the date of registration of this Condominium;
2. That the Corporation be and is hereby authorized to execute, on or before the Condominium's turnover meeting, a promissory note to and in favour of the Declarant to evidence and secure the Condominium's payment of the Purchase Price to the Declarant for the Maintenance/Security/Miscellaneous Equipment, in the form annexed as Schedule "B" to the Purchase Agreement; and
3. That any one of the President or the Secretary of the Corporation is hereby authorized and empowered to execute the Purchase Agreement and all other documents contemplated thereunder and/or any other documents that may be required to complete the transaction evidenced thereby, and the Corporation's performance and fulfilment of all obligations and liabilities arising under the Purchase Agreement (or in connection therewith) are hereby expressly authorized, confirmed, sanctioned and approved.

The foregoing by-law is hereby enacted as By-law No. 7 of York Region Standard Condominium Corporation No. 1424.

Dated this 5th day of February, 2020.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1424

Per: 
Saeid Aghaei - Secretary
I have authority to bind the Corporation

SCHEDULE "A" TO BY-LAW NO. 7**AGREEMENT OF PURCHASE AND SALE FOR
THE MAINTENANCE/SECURITY/MISCELLANEOUS EQUIPMENT**

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

BETWEEN:

1857481 ONTARIO INC.
(hereinafter referred to as the "Vendor")

OF THE FIRST PART

- and -

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1424
(hereinafter referred to as the "Purchaser", or this or the "Condominium")

OF THE SECOND PART

WHEREAS the Purchaser was registered and created as a condominium corporation pursuant to the *Condominium Act, 1998*, S.O. 1998, as amended (hereinafter referred to as the "Act"), on January 9th, 2020;

AND WHEREAS the Vendor is the owner of the maintenance, security and miscellaneous equipment more particularly described in Schedule "A" annexed hereto (hereinafter collectively referred to as the "Maintenance/Security/Miscellaneous Equipment");

AND WHEREAS the Vendor has entered into this Agreement with the Purchaser in order to sell, transfer and convey to the Purchaser the Maintenance/Security/Miscellaneous Equipment, on and subject to the terms and provisions hereinafter set forth;

AND WHEREAS in addition to those words, terms or phrases specifically defined elsewhere in this Agreement, the words, terms or phrases defined in this Condominium's declaration shall have the same meanings respectively ascribed to them in the said declaration, whenever same are used in this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration (the receipt and sufficiency of which is hereby expressly acknowledged), the parties hereto hereby covenant and agree, to and with each other, as follows:

1. The Vendor hereby agrees to sell and transfer the Maintenance/Security/Miscellaneous Equipment to the Purchaser, and the Purchaser correspondingly agrees to purchase and acquire the Maintenance/Security/Miscellaneous Equipment from the Vendor, for the total purchase price or consideration of \$100,000.00 in Canadian funds, inclusive of H.S.T. (hereinafter referred to as the "Purchase Price"), in accordance with the terms and provisions hereinafter set forth.
2. The Purchaser hereby acknowledges that the Maintenance/Security/Miscellaneous Equipment exists, has been installed (if applicable), is in good working order, and is benefitting or servicing the common elements of the Condominium.
3. The Vendor hereby transfers ownership of the Maintenance/Security/Miscellaneous Equipment to the Condominium, in consideration for the Condominium's promise to pay the outstanding Purchase Price on or before the first anniversary of the date of registration of this Condominium, and to evidence and secure said indebtedness, the Condominium shall be obliged to execute and deliver, on or before the Condominium's turnover meeting, a promissory note to and in favour of the Vendor in the form annexed hereto as Schedule "B" (hereinafter referred to as the "Promissory Note").
4. It is understood and agreed by the parties hereto that the Condominium's obligation to pay the Purchase Price as evidenced by the Promissory Note, shall be unqualified and unaffected by any claims or deficiencies that the Condominium may have, allege or pursue with respect to the sufficiency or quality of the Maintenance/Security/Miscellaneous Equipment, and that the total amount owing under (or pursuant to) the Promissory Note shall be undiminished and unaffected by any claims that the undersigned may hereafter have or wish to pursue against the Vendor with respect to the Maintenance/Security/Miscellaneous Equipment (whether with respect to its fitness for purpose, or its sufficiency, or otherwise), and there shall be no right or entitlement to setoff or reduce the amount owing under the Promissory Note under any circumstances whatsoever.
5. The Purchaser hereby accepts ownership of the Maintenance/Security/Miscellaneous Equipment from the Vendor, and shall not requisition nor require any other documents, certificates, statutory declarations, opinions, indemnities and/or undertakings from or by the Vendor or the Vendor's solicitors whatsoever in connection therewith.

6. Time shall be of the essence with respect to all terms and provisions herein contained.
7. The validity and interpretation of this Agreement shall be construed in accordance with (and shall correspondingly be governed by) the laws of the Province of Ontario.
8. The provisions of this Agreement shall enure to the benefit of, and be correspondingly binding upon, each of the parties hereto and their respective successors and assigns.
9. A photocopy, a telefaxed copy or a scanned/emailed copy of this fully executed Agreement may be relied upon to the same extent as if it were an originally executed version.

IN WITNESS WHEREOF the parties hereto have hereunto executed this Agreement as of the date first above mentioned.

1857481 ONTARIO INC.

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

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1424

Per: _____
Saeid Aghaei - Secretary
I have authority to bind the Corporation

SCHEDULE "A" TO THE AGREEMENT FO PURCHASE AND SALE

DESCRIPTION OF THE MAINTENANCE/SECURITY/MISCELLANEOUS EQUIPMENT

Organic and garbage containers

Radios

Notice and bulletin boards

Management computer

Management copy machine

Management phone hardware

Winter mats

Shelves and furnishings

Parcel lockers

Superintendent's tools

Office supplies

SCHEDULE "B" TO THE AGREEMENT OF PURCHASE AND SALE

PROMISSORY NOTE

Principal Amount: \$100,000.00 in Canadian funds (inclusive of H.S.T.)

Maturity Date: January 9th, 2021

FOR VALUE RECEIVED, the undersigned hereby promises to pay to (or to the order of) 1857481 Ontario Inc. (hereinafter referred to as the "Payee"), or to whomsoever the Payee may in writing direct, the principal sum of One Hundred Thousand Dollars (\$100,000.00) in Canadian funds, with no interest accruing on (nor payable with respect to) said principal sum.

The said principal sum shall be fully due and payable on January 9th, 2021 (hereinafter referred to as the "Maturity Date"). The indebtedness evidenced and secured by this promissory note may be repaid in advance of the Maturity Date, in whole or in part, at any time or times, without notice or bonus.

The undersigned hereby waives presentment for payment, notice of non-payment, protest and notice of protest of this promissory note, and also expressly waives any defences based upon any and all indulgences and/or forbearances which may now or hereafter be granted by the Payee or the holder of this promissory note, to or in favour of the undersigned.

The outstanding indebtedness evidenced by this promissory note shall not be affected, diminished or impacted in any way by any claims or rights of setoff, nor by any other equities or equitable claims, hereafter made, advanced or pursued by the undersigned whatsoever.

This promissory note is issued pursuant to, and shall be construed, performed and enforced in accordance with, the laws of the Province of Ontario.

A photocopy, a telefaxed copy or a scanned/emailed copy of this fully executed promissory note may be relied upon and enforced to the same extent as if it were an original executed version.

Dated at the City of Markham, this 5th day of February, 2020.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1424

Per: _____
Saeid Aghaei - Secretary
I have authority to bind the Corporation

<p style="writing-mode: vertical-rl; transform: rotate(180deg); font-size: small;">FOR OFFICE USE ONLY</p> <div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> <p>YR. 3065356 CERTIFICATE OF REGISTRY CERTIFICATE OF REGISTRY</p> <p style="font-size: large; font-weight: bold;">FEB 07 2020 @ 9:53</p> <p>YORK REGION No. 65 LAND REGISTRAR <i>Gene Saporito</i></p> </div> <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 10 pages</p>	<p>(3) Property Identifier(s) Additional: See Schedule <input type="checkbox"/></p> <p style="text-align: center;">Block Property 29955-0001(LT) to 29955-1022(LT) both inclusive</p>
	<p>(4) Nature of Document Condominium By-law No. 8 (Section 56 of the Condominium Act, 1998)</p>	
	<p>(5) Consideration Nil Dollars \$ Nil</p>	
	<p>(6) Description All units and common elements comprising the property included in York Region Standard Condominium Plan No. 1424, in the City of Richmond Hill, Land Titles Division of the York Region Land Registry Office (No. 65)</p>	
	<p>(7) This Document Contains Additional: See Schedule <input type="checkbox"/></p> <p>(a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/></p>	

(8) This Document provides as follows:

See Schedule for By-law No. 8 and Certificate.

Continued on Schedule

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

<p>(10) Party(ies) (Set out Status or Interest) Name(s)</p> <p>YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1424</p>	<p>Signature(s)</p> <p style="text-align: center;"><i>Saeid Aghaei</i></p> <p>Name: Saeid Aghaei Title: Secretary I have authority to bind the Corporation.</p>	<p>Date of Signature Y M D</p> <p style="text-align: center;">2020 02 05</p>
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(11) Address for Service **c/o Times Property Management Inc. 350 Highway #7 East, PH7, Richmond Hill, ON L4B 3N2**

<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>All Units on all Levels at 384, 386, 388, 390, 392, 394, 396, and 398 Highway No. 7 East, Richmond Hill, ON</p>	<p>(15) Document Prepared by:</p> <p>Alexander Foundos DelZotto, Zorzi LLP 4810 Dufferin Street, Suite D North York, ON M3H 5S8</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:70%;">Registration Fee</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	
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Registration Fee												
Total												

CERTIFICATE IN RESPECT OF A BY-LAW
(under subsection 14(1) of Ontario Regulation 48/01 and subsection 56(9) of the
Condominium Act, 1998, and referred to in subsection 38(1) of Ontario Regulation 49/01)


Condominium Act, 1998

York Region Standard Condominium Corporation No. 1424 (hereinafter referred to as the "Corporation") certifies that:

1. The copy of by-law number 8, attached hereto 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. *(Please check the statement that applies)*
 - [Fillable check box] The owners of a majority of the units in the Corporation have voted in favour of confirming the by-law with or without amendment [if clause 56(10)(a) of the *Condominium Act, 1998* applies but subsection 14(2) of Ontario Regulation 48/01 does not apply].
 - [Fillable check box] The majority of the owners present or represented by proxy at a meeting of owners have voted in favour of confirming the by-law with or without amendment [if clause 56(10)(a) of the *Condominium Act, 1998* and subsection 14(2) of Ontario Regulation 48/01 apply].
4. *(Please check the following statement, if the by-law is a joint by-law under section 59 of the *Condominium Act, 1998*)*
 - [Fillable check box] The by-law is a joint by-law made under section 59 of the *Condominium Act, 1998* and is not effective until the corporations that made it, being _____, have each registered a copy of the joint by-law in accordance with subsection 56(9) of the *Condominium Act, 1998*.

DATED this 5th day of February, 2020.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1424

Per: 
Sacid Aghaci - Secretary
I have authority to bind the Corporation

**SCHEDULE "A" TO CERTIFICATE IN RESPECT OF A BY-LAW OF
YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1424**

(hereinafter referred to as this or the "Condominium", or this or the "Corporation", or the "Condominium Corporation")

BY-LAW NO. 8

WHEREAS in addition to those words, terms and/or phrases specifically defined elsewhere in this by-law, the words, terms or phrases defined in this Condominium's declaration shall have the same meanings respectively ascribed to them in the said declaration, whenever same are used or referred to in this by-law, or in the Assumption of the Bulk Internet Agreement (as hereinafter defined) specifically authorized by this by-law;

AND WHEREAS 1857481 Ontario Inc. (hereinafter referred to as the "Declarant") has entered into a bulk internet service agreement (hereinafter referred to as the "**Bulk Internet Agreement**") with Rogers Communications Inc. (hereinafter referred to as "Rogers"), pursuant to which:

- a) Rogers agreed to provide broadband internet services on a bulk basis to this Condominium (comprising up to 150 Mbps of download speed/capacity and up to 15 Mbps of upload speed/capacity), with corresponding unlimited usage;
- b) Rogers was granted an easement or right-of-way over, under, upon, across and through the common elements of this Condominium, for the purposes of facilitating the installation, operation, maintenance and/or repair of its broadband internet telecommunication lines, cables and appurtenant equipment, in order to enable and facilitate Rogers' supply of broadband internet services to each of the dwelling units in this Condominium on a bulk basis;
- c) Rogers shall retain ownership of all wires, cables, conduits and appurtenant equipment associated with the provision and distribution of its broadband internet services to each of the units and the common elements of this Condominium (hereinafter collectively referred to as the "**Rogers' Internet Equipment**"), and shall correspondingly be allowed access to and from (and upon, over and throughout) the common elements of this Condominium for the purposes of facilitating the promotion and marketing of Rogers' broadband internet services and products, from time to time;
- d) the initial term of the Bulk Internet Agreement shall be seven (7) years, commencing upon the date of first occupancy of any dwelling unit in this Condominium (the "**Initial Term**"), and the annual cost or rate for such bulk internet service throughout the Initial Term shall be \$20.00 per dwelling unit per month, plus H.S.T., during the Initial Term; and
- e) the Condominium shall have the right and option [exercisable no later than ninety (90) days prior to the expiry of the Initial Term] to extend Rogers' bulk internet service for an additional three (3) years thereafter (hereinafter referred to as the "**Option Period**"), at an annual cost or rate during the first year of the Option Period equivalent to \$30.00 per dwelling unit per month plus H.S.T., and thereafter with annual rate increases of three percent (3%) per annum throughout the balance of the Option Period;

AND WHEREAS it is intended that all amounts payable to Rogers for such bulk internet service, from and after the date of registration of this Condominium, shall comprise part of the common expenses of this Condominium, and shall correspondingly be reflected in the Condominium's annual budget(s), and that this Condominium shall assume (and be correspondingly bound by) all of the outstanding and/or ongoing obligations of the Declarant arising under (or pursuant to) the Bulk Internet Agreement;

AND WHEREAS this by-law is being enacted to formally authorize this Condominium's execution of the Assumption of the Bulk Internet Agreement (as hereinafter defined), and the performance and fulfilment of all obligations and liabilities imposed upon this Condominium as a consequence thereof or in connection therewith;

Be it enacted as a by-law of the Corporation as follows:

1. That the Corporation enter into an assumption agreement with the Declarant, and with Rogers as a party (but not as a signatory) thereto (but nevertheless enforceable by each of the Declarant and Rogers against this Condominium directly), having substantially the same form and content as the draft assumption agreement annexed hereto as Schedule "A" (hereinafter referred to as the "**Assumption of the Bulk Internet Agreement**"), for the purposes of evidencing the Corporation's obligation to abide by (and comply with) the terms and provisions of the Bulk Internet Agreement, and to formally assume all outstanding and/or ongoing obligations and liabilities of the Declarant arising thereunder or in connection therewith, and that a copy of the executed Bulk Internet Agreement be annexed as a schedule to the Assumption of the Bulk Internet Agreement;
2. That all terms and provisions of the Assumption of the Bulk Internet Agreement, as well as the Corporation's performance and fulfilment of all outstanding and/or ongoing obligations and liabilities arising thereunder or therefrom, or in connection therewith, are hereby expressly authorized, ratified, sanctioned, approved and confirmed;
3. That all amounts payable to Rogers for such bulk internet service shall comprise part of the common expenses of this Condominium, and shall correspondingly be reflected in this Condominium's annual budget(s), and the Declarant shall be fully released and discharged from all covenants and obligations arising under the Bulk Internet Agreement that are so assumed by this Condominium;
4. That this Condominium shall indemnify and save the Declarant harmless from and against all costs, claims, damages, and/or liabilities that the Declarant may hereafter suffer or incur as a result of (or in connection with):
 - a) any claim or proceeding hereafter made or pursued by Rogers against the Declarant because of any breach or

contravention of any term(s), provision(s), or obligation(s) outlined in the Bulk Internet Agreement so committed by this Condominium (or by anyone else for whose actions or omissions this Condominium is or may be liable, either vicariously or otherwise, at law or in equity); and/or

- b) any security heretofore provided or posted by the Declarant with Rogers (to ensure the fulfilment of any outstanding obligations arising under the Bulk Internet Agreement) being drawn down upon by Rogers (in whole or in part), as a direct or indirect result of any breach or contravention of any term(s), provision(s), or obligation(s) outlined in the Bulk Internet Agreement so caused or committed by this Condominium (or by anyone else for whose actions or omissions this Condominium is or may be liable, vicariously or otherwise, at law or in equity);
- 5. That this Condominium shall execute and deliver such further documents and/or assurances as the Declarant and/or Rogers may hereafter desire or require, from time to time, in order to evidence and confirm the foregoing matters; and
- 6. That any officer of the Corporation is hereby authorized to execute, on behalf of the Corporation, the Assumption of the Bulk Internet Agreement, together with any and all amendments made to the Bulk Internet Agreement and/or the Assumption of the Bulk Internet Agreement at any time hereafter, with or without the seal of the Corporation affixed thereto, together with all other documents and instruments ancillary thereto, including, without limitation, all instruments, applications and/or affidavits that may be required in order to register this by-law on title to all units on all levels in this Condominium.

The foregoing by-law is hereby enacted as By-law No. 8 of York Region Standard Condominium Corporation No. 1424.

Dated this 5th day of February, 2020.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1424

Per: 

Saeid Aghaei - Secretary

I have authority to bind the Corporation

SCHEDULE "A" TO BY-LAW NO. 8**ASSUMPTION OF THE BULK INTERNET AGREEMENT**

THIS AGREEMENT made the ____ day of _____, 20 ____.

AMONGST:

1857481 ONTARIO INC.
(hereinafter referred to as the "Declarant")

OF THE FIRST PART

- and -

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1424
(hereinafter referred to as this or the "Condominium", or this or the "Corporation",
or the "Condominium Corporation")

OF THE SECOND PART

- and -

ROGERS COMMUNICATIONS INC.
(hereinafter referred to as "Rogers")

OF THE THIRD PART

WHEREAS in addition to those words, terms, and/or phrases specifically defined elsewhere in this Agreement, the words, terms, or phrases defined in the Condominium's declaration shall have the same meanings respectively ascribed to them in the said declaration, whenever same are used or referred to in this Agreement;

AND WHEREAS the Declarant entered into a bulk internet service agreement (hereinafter referred to as the "Bulk Internet Agreement") with Rogers, pursuant to which:

- a) Rogers agreed to provide broadband internet services on a bulk basis to this Condominium (comprising up to 150 Mbps of download speed/capacity and up to 15 Mbps of upload speed/capacity), with corresponding unlimited usage;
- b) Rogers was granted an easement or right-of-way over, under, upon, across and through the common elements of this Condominium, for the purposes of facilitating the installation, operation, maintenance and/or repair of its broadband internet telecommunication lines, cables and appurtenant equipment, in order to enable and facilitate Rogers' supply of broadband internet services to each of the dwelling units in this Condominium on a bulk basis;
- c) Rogers shall retain ownership of all wires, cables, conduits and appurtenant equipment associated with the provision and distribution of its broadband internet services to each of the units and the common elements of this Condominium (hereinafter collectively referred to as the "Rogers' Internet Equipment"), and shall correspondingly be allowed access to and from (and upon, over and throughout) the common elements of this Condominium for the purposes of facilitating the promotion and marketing of Rogers' broadband internet services and products, from time to time;
- d) the initial term of the Bulk Internet Agreement shall be seven (7) years, commencing upon the date of first occupancy of any dwelling unit in this Condominium (the "Initial Term"), and the annual cost or rate for such bulk internet service throughout the Initial Term shall be \$20.00 per dwelling unit per month, plus H.S.T., during the Initial Term; and
- e) the Condominium shall have the right and option [exercisable no later than ninety (90) days prior to the expiry of the Initial Term] to extend Rogers' bulk internet service for an additional three (3) years thereafter (hereinafter referred to as the "Option Period"), at an annual cost or rate during the first year of the Option Period equivalent to \$30.00 per dwelling unit per month plus H.S.T., and thereafter with annual rate increases of three percent (3%) per annum throughout the balance of the Option Period;

AND WHEREAS it is intended that all amounts payable to Rogers for such bulk internet service, from and after the date of registration of this Condominium, shall comprise part of the common expenses of this Condominium, and shall correspondingly be reflected in the Condominium's annual budget(s), and that this Condominium shall assume (and be correspondingly bound by) all of the outstanding and/or ongoing obligations of the Declarant arising under (or pursuant to) the Bulk Internet Agreement;

AND WHEREAS a copy of the executed Bulk Internet Agreement is annexed hereto as Schedule "X";

AND WHEREAS the parties hereto have entered into these presents in order to formally evidence and confirm the Condominium Corporation's agreement to assume (and be bound by) the terms and provisions of the Bulk Internet Agreement, and to correspondingly assume all outstanding and/or ongoing obligations and liabilities of the Declarant arising thereunder or therefrom, or in connection therewith;

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 (and in favour of) each of the Declarant and Rogers as follows, namely:

1. The Condominium Corporation hereby assumes, and shall at all times hereafter abide by (and comply with) the terms and provisions of the Bulk Internet Agreement, including the assumption of:
 - a) all outstanding and/or ongoing obligations and liabilities of the Declarant arising under the Bulk Internet Agreement, and specifically the obligation to pay Rogers on a monthly basis, from and after the date of registration of this Condominium to and until the expiry of the Initial Term, the cost or rate owing to Rogers for such bulk internet service as expressly outlined in (or provided by) the Bulk Internet Agreement; and
 - b) the benefit of the option in favour of this Condominium [and correspondingly exercisable by this Condominium no later than ninety (90) days prior to the expiry of the Initial Term] to extend Rogers' bulk internet service for an additional three (3) years thereafter, at an annual cost or rate during the first year of the Option Period equivalent to \$30.00 per dwelling unit per month plus H.S.T., and thereafter with annual rate increases of three percent (3%) per annum throughout the balance of the Option Period;
2. The Condominium Corporation shall not obstruct, alter, remove or tamper with the Rogers' Internet Equipment (or any portion thereof), without the prior written consent of Rogers thereto, and hereby expressly acknowledges and confirms that Rogers shall be and remain the sole owner of the Rogers' Internet Equipment and the Condominium Corporation shall not claim or assert any proprietary interest therein or thereto whatsoever;
3. All amounts payable to Rogers for such bulk internet service shall comprise part of the common expenses of this Condominium, and shall correspondingly be reflected in this Condominium's annual budget(s), and the Declarant shall be fully released and discharged from all covenants and obligations arising under the Bulk Internet Agreement that are so assumed by this Condominium;
4. The Condominium shall at all times permit Rogers and its authorized agents, representatives, employees, and designated contractors the free and unimpeded access and egress over the common elements of the Condominium in order to facilitate any required maintenance, repair, and/or replacement work with respect to any portion of the Rogers' Internet Equipment, or otherwise in connection with the provision by Rogers of bulk internet service to the residents of the Condominium;
5. From and after the date of the Condominium Corporation's execution of this Agreement, the Declarant shall automatically be released, relieved and fully discharged from any and all obligations and liabilities arising under the Bulk Internet Agreement, and the Condominium Corporation hereby agrees to indemnify and save the Declarant harmless, from and against all costs, claims, damages and/or liabilities that the Declarant may hereafter suffer or incur as a result of (or in connection with):
 - a) any claim or proceeding hereafter made or pursued by Rogers against the Declarant because of any breach or contravention of any term(s), provision(s) or obligation(s) outlined in the Bulk Internet Agreement so committed by the Condominium Corporation (or by anyone else for whose actions or omissions the Corporation is liable, at law or in equity); and/or
 - b) any security heretofore provided or posted by the Declarant with Rogers (to ensure the fulfilment of any outstanding obligations arising under the Bulk Internet Agreement) being drawn down upon by Rogers (in whole or in part), as a direct or indirect result of any breach or contravention of any term(s), provision(s) or obligation(s) outlined in the Bulk Internet Agreement so committed by the Condominium Corporation (or by anyone else for whose actions or omissions the Condominium Corporation is or may be liable, either vicariously or otherwise, at law or in equity);
6. The Condominium Corporation shall execute and deliver such further documents and/or assurances as the Declarant and/or Rogers may hereafter require, from time to time, in order to evidence and confirm the foregoing; and
7. The Condominium Corporation hereby expressly acknowledges, confirms and agrees that each of the Declarant and Rogers shall obtain the benefit of all covenants and agreements hereinbefore set forth (and shall correspondingly be entitled to enforce, directly against the Condominium Corporation, all of the terms and provisions of the Bulk Internet Agreement hereby assumed by the Condominium Corporation), and shall be entitled to rely upon the Condominium Corporation's assumption of all of the covenants, obligations and liabilities of the Declarant arising under (or in connection with) the Bulk Internet Agreement, notwithstanding the fact that Rogers is not a signatory to this Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto executed this Agreement as of the date first above mentioned.

1857481 ONTARIO INC.

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

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1424

Per: _____
 Sacid Aghaei - Secretary
 I have authority to bind the Corporation

Schedule "X"

Bulk Internet Agreement

April 24, 2018

Contract No.

1857481 Ontario Inc.
3985 Highway No. 7 East, Unit 202
Markham, Ontario
L3R 2A2

Attention: Ali Mesgarzadeh

Re: Bulk Internet Services offered by Rogers Communications Inc. ("Rogers") to 1857481 Ontario Inc. ("Declarant") for the condominium project known as "Valleymeade Towers & Luxe Towns" constructed upon the premises located at 384, 386, 388, 390, 392, 394, 396 and 398 Highway 7, Markham, Ontario ("Premises")

We are pleased to offer the Internet services ("Internet Services") described in Schedule "A" to the occupants of the Premises on the following terms and conditions:

1. Rogers and the Declarant agree that the last sentence of Section 4 of the Transfer of Easement between the parties registered on March 8, 2018 as Instrument No. YR2803465 which provides that Rogers and any other service providers shall have the non-exclusive right to provide Communication Services (as that term is defined in the Transfer of Easement) to the Premises solely on a direct subscribed pay basis, shall not apply to the provision of Internet Services under and during the term of this agreement and any extension(s) thereof.
2. Rogers will provide the occupants of the Premises with Internet Services on a bulk billing basis to the Declarant. The internet modems that are provided shall remain the property of Rogers at all times and shall be returned to Rogers in good working order, reasonable wear and tear excepted, upon expiry or termination of this agreement.
3. The Declarant agrees to pay to Rogers service charges ("Periodic Billing") calculated in accordance with the provisions of Schedule "A".
4. This agreement shall be for a term of 7 years commencing on the date of first occupancy of the Premises ("Initial Term"). The condominium corporation to be created upon the registration of the Premises as a plan of condominium, which shall assume this agreement in accordance with Section 7 below, shall have the right to extend the term of this agreement for an additional term of 3 years ("Extension Term") at the rates set out in Schedule "A" (the "Option") provided that the condominium corporation exercises such right by notice in writing to Rogers at least ninety (90) days before the end of the term. Notwithstanding anything to the contrary herein, if the Option is not exercised and the condominium corporation has failed to provide written notice to Rogers at least thirty (30) days prior to the end of the term that it requires Rogers to cease providing the Internet Services to the condominium corporation following the end of the term, then this agreement shall be deemed to have been automatically extended on a year to year basis on the same terms and conditions (at the rates set out in Schedule "A"), and shall correspondingly be terminable by either party at the end of the extended term on not less than ninety (90) days' prior written notice given before the end of the extended term.
5. Any notice relating to this agreement will be in writing and sent by registered mail to the other party, delivered personally or transmitted by facsimile to the addresses noted below.
6. This agreement is subject to the laws and regulations of applicable regulatory authorities which will prevail in the event of a conflict. If any provision of this agreement is declared invalid such provision shall be deemed severed and shall not affect the remaining provisions. Delay in the performance by

either party of their respective obligations under this agreement for reasons and circumstances beyond their reasonable control shall be excused for the period of such delay. Any amendment to this agreement shall be in writing and signed by the parties.

- 7. This agreement shall enure to the benefit of and bind the Premises, the parties, their transferees, successors and assigns. Upon delivery to Rogers of a copy of the registered bylaw authorizing the assumption by the condominium corporation of the obligations of the Declarant hereunder, the Declarant shall thereupon automatically be released from all further obligations to Rogers under this agreement and references to the Declarant shall be deemed to mean the condominium corporation.

We look forward to providing services to you and the residents. Please confirm your agreement to the foregoing by signing and returning the enclosed duplicate copies of this letter to the undersigned.

A photocopy or a scanned/e-mailed copy of this executed agreement may be relied upon to the same extent as if it were an originally executed version.

Yours very truly,


Rogers Communications Inc.


855 York Mills Road

Don Mills, Ontario
M3B 1Z1
Facsimile: (416) 446-7416
Attn: Director, Major Accounts

Agreed and accepted this 27 day of March, 2018.

1857481 Ontario Inc.


 Per: _____
 Name: Stephen Marshall
 Title: Director, Major Accounts


 Per: _____
 Name: _____
 Title: _____


 Per: _____
 Name: Michael Krstajic
 Title: Vice-President, Major Accounts


 Per: _____
 Name: _____
 Title: _____

We have the authority to bind the corporation.

I/We have the authority to bind the corporation.

Schedule "A"
Bulk Internet Services and Rates

Address of Property: 384, 386, 388, 390, 392, 394, 396 and 398 Highway 7, Markham, Ontario

Section 1 - Description of Internet Services

Rogers Ignite™ 150u - High-Speed Internet service including Rogers Advanced Wi-Fi Modem

Specifications¹:

Download - Up to 150 Mbps

Upload - Up to 15 Mbps

Unlimited usage

- ¹ Speed may vary with Internet traffic, server gateway/router, computer (quality, location in the home, software and applications installed, home wiring, home network or other factors.

Section 2 - Activation & Billing

The Declarant acknowledges end users access to the Internet Services will be subject to acceptance of, and compliance with, Rogers' **Acceptable Use Policy and Terms and Conditions of Service** established by Rogers from time to time, posted at www.rogers.com/terms

Section 3 - Periodic Billing

- a) The Declarant agrees to pay the monthly billing set out in the following table, based on the periodic rate multiplied by the number of residential condominium units within the Premises:

Initial Term	Rate		Units		Monthly*
Year 1	\$20.00	x	356	=	\$7120.00
Year 2	\$20.00	x	356	=	\$7120.00
Year 3	\$20.00	x	356	=	\$7120.00
Year 4	\$20.00	x	356	=	\$7120.00
Year 5	\$20.00	x	356	=	\$7120.00
Year 6	\$20.00	x	356	=	\$7120.00
Year 7	\$20.00	x	356	=	\$7120.00
Optional Opt in Extension Period					
Year 8	\$30.00	x	356	=	\$10,680.00
Year 9	\$30.90	x	356	=	\$11,000.40
Year 10	\$31.82	x	356	=	\$11,327.92
* ALL APPLICABLE TAXES ARE EXTRA					
** MONTHLY RATE SUBJECT TO ADJUSTMENT BASED ON ACTUAL NUMBER OF UNITS					

- b) The rates provided above assume that the first occupancy of the Premises takes place on or before December 31, 2020. If the first occupancy takes place in 2021 or later, the initial rate shown above shall increase by 3%. For example, if first occupancy takes place in 2021, the rate during the Initial Term and the Extension Term will increase by 3%. For residents who upgrade their internet a \$10.00 rate will apply for each tier increase.
- c) The monthly billing shall commence upon the first day of the month in which the Premises begins to occupy and shall commence at the initial Periodic Billing Rate, with units billed in accordance with occupancy schedule (to be provided a minimum of 90 days before first occupancy). Total billing for all units (356) to take no more than 12 months from initial occupancy period.

Section 4 - Default

In the event that the Declarant fails to pay the Periodic Billing as aforesaid, the Declarant will pay interest on such overdue accounts at the rate of 1% per month calculated and compounded monthly on the overdue amounts (12.6825% per year), not in advance, from the due date until paid in full. In addition to the foregoing, if the Declarant fails to make any payments as aforesaid, Rogers may give notice to the Declarant requesting full payment and if the Declarant fails to cure such default within ten (10) days of receipt of notice, Rogers will have the right to a) suspend service to the Declarant until such default is remedied or (b) terminate this agreement. Despite suspension of service, the Declarant shall remain liable for Periodic Billing to the date of expiry or earlier termination of the agreement. In addition, temporary or permanent suspension of service to an end user as a result of violating Rogers' Acceptance Use Policy or material terms or conditions of the Terms of Service shall not result in a reduction in the Periodic Billing to the Declarant.

<p style="writing-mode: vertical-rl; transform: rotate(180deg);">FOR OFFICE USE ONLY</p> <div style="border: 1px solid black; padding: 5px; margin: 5px;"> <p>YR. 3065361 CERTIFICATE OF RECEIPT CERTIFICAT DE RÉCÉPISSE</p> <p style="font-size: 1.2em;">FEB 07 2020 @ 9:55</p> <p>YORK REGION No. 65 LAND REGISTRAR REGISTRATEUR</p> <p style="text-align: right;"><i>Saeid Aghaei</i></p> </div> <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"/></p>	<p>(2) Page 1 of 22 pages</p>
	<p>(3) Property Identifier(s) Block Property 29955-0001(LT) to 29955-1022(LT) both inclusive Additional: See Schedule <input type="checkbox"/></p>	
	<p>(4) Nature of Document Condominium By-law No. 9 (Section 56 of the Condominium Act, 1998)</p>	
	<p>(5) Consideration Nil Dollars \$ Nil</p>	
	<p>(6) Description All units and common elements comprising the property included in York Region Standard Condominium Plan No. 1424, in the City of Richmond Hill, Land Titles Division of the York Region Land Registry Office (No. 65)</p>	
	<p>(7) This Document Contains (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/></p>	

(8) This Document provides as follows:

See Schedule for By-law No. 9 and Certificate.

Continued on Schedule

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

<p>(10) Party(ies) (Set out Status or Interest) Name(s)</p> <p>YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1424</p>	<p>Signature(s)</p> <p><i>Saeid Aghaei</i></p> <p>Name: Saeid Aghaei Title: Secretary I have authority to bind the Corporation.</p>	<p>Date of Signature</p> <table border="1" style="margin: auto;"> <tr> <td>Y</td> <td>M</td> <td>D</td> </tr> <tr> <td>2020</td> <td>02</td> <td>05</td> </tr> </table>	Y	M	D	2020	02	05
Y	M	D						
2020	02	05						

(11) Address for Service **c/o Times Property Management Inc. 350 Highway #7 East, PH7, Richmond Hill, ON L4B 3N2**

<p>(12) Party(ies) (Set out Status or Interest) Name(s)</p>	<p>Signature(s)</p>	<p>Date of Signature</p> <table border="1" style="margin: auto;"> <tr> <td>Y</td> <td>M</td> <td>D</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	Y	M	D			
Y	M	D						

(13) Address for Service

<p>(14) Municipal Address of Property</p> <p>All Units on all Levels at 384, 386, 388, 390, 392, 394, 396, and 398 Highway No. 7 East, Richmond Hill, ON</p>	<p>(15) Document Prepared by:</p> <p>Alexander Foundos DelZotto, Zorzi LLP 4810 Dufferin Street, Suite D North York, ON M3H 5S8</p>	<p>Fees and Tax</p> <table border="1" style="margin: auto;"> <tr> <td>Registration Fee</td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td>Total</td> <td> </td> </tr> </table>	Registration Fee						Total	
Registration Fee										
Total										

CERTIFICATE IN RESPECT OF A BY-LAW
(under subsection 14(1) of Ontario Regulation 48/01 and subsection 56(9) of the
Condominium Act, 1998, and referred to in subsection 38(1) of Ontario Regulation 49/01)


Condominium Act, 1998

York Region Standard Condominium Corporation No. 1424 (hereinafter referred to as the "Corporation") certifies that:

1. The copy of by-law number 9, attached hereto 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. *(Please check the statement that applies)*
 - [Fillable check box] The owners of a majority of the units in the Corporation have voted in favour of confirming the by-law with or without amendment [if clause 56(10)(a) of the *Condominium Act, 1998* applies but subsection 14(2) of Ontario Regulation 48/01 does not apply].
 - [Fillable check box] The majority of the owners present or represented by proxy at a meeting of owners have voted in favour of confirming the by-law with or without amendment [if clause 56(10)(a) of the *Condominium Act, 1998* and subsection 14(2) of Ontario Regulation 48/01 apply].
4. *(Please check the following statement, if the by-law is a joint by-law under section 59 of the Condominium Act, 1998)*
 - [Fillable check box] The by-law is a joint by-law made under section 59 of the *Condominium Act, 1998* and is not effective until the corporations that made it, being _____, have each registered a copy of the joint by-law in accordance with subsection 56(9) of the *Condominium Act, 1998*.

DATED this 5th day of February, 2020.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1424

Per: 
Sacid Aghaci - Secretary
I have authority to bind the Corporation

**SCHEDULE "A" TO CERTIFICATE IN RESPECT OF A BY-LAW OF
YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1424**

(hereinafter referred to as this or the "Condominium", or this or the "Corporation", or the "Condominium Corporation")

BY-LAW NO. 9

WHEREAS in addition to those words, terms and/or phrases specifically defined elsewhere in this by-law, the words, terms or phrases defined in this Condominium's declaration shall have the same meanings respectively ascribed to them in the said declaration, whenever same are used in this by-law;

AND WHEREAS the registered declaration of this Condominium expressly obliged the Condominium Corporation to enter into a submetering services agreement, having substantially the same form and content as the draft Submetering Services Agreement annexed hereto as Schedule "A" (hereinafter referred to the "Submetering Services Agreement"), with Provident Energy Management Inc. (hereinafter referred to as "Provident"), pursuant to which:

- a) Provident shall read the cold water, hot water and electricity meters appurtenant to each of the highrise dwelling units, read the cold water meter appurtenant to each of the townhouse dwelling units, and read the electricity check meter appurtenant to each of the EV Parking Units (if applicable), on a periodic basis, and correspondingly issue invoices to each of the respective unit owners for the cost of their respective consumption of cold water, hot water and electricity (as the case may be), determined in accordance with Provident's meter readings;
- b) Provident shall charge back the cost of the consumption of the cold water, hot water and electricity utilities pursuant to the aforementioned meter readings, to each of the dwelling unit owners, along with a monthly administrative fee or charge (plus H.S.T.) imposed by Provident in connection therewith;
- c) the Corporation shall grant a license to and in favour of Provident (including its employees, agents and subcontractors from time to time) over, along, upon and across that portion of the common elements of the Condominium consisting of all of the mechanical and electrical rooms, mechanical and electrical closets, corridors and/or other common element areas that contain all or any portion of the Electrical System or Mechanical System (as such terms are respectively defined in the Submetering Services Agreement) situate within the Condominium (hereinafter collectively referred to as the "Licensed Premises"), in order to enable or facilitate the inspection, repair, relocation, maintenance, testing, connection and/or replacement, as and when necessary, of the Submetering System (as defined in the Submetering Services Agreement) or any portion thereof, and to enable Provident to perform the Services (as defined in the Submetering Services Agreement) and any activities in connection therewith, subject to the overriding obligation of the Corporation to fully pay for (or to forthwith fully reimburse Provident for) all costs and expenses incurred in connection with any such inspection, repair, relocation, maintenance, testing, connection and/or replacement work;
- d) the term of the Submetering Services Agreement shall commence upon the date of execution of the Submetering Services Agreement by all parties thereto, and shall terminate ten (10) years from the later of: (i) the date of execution of the Submetering Services Agreement; (ii) the date of first occupancy of any dwelling unit in this Condominium; and (iii) the date of registration of this Condominium (hereinafter referred to as the "Term"), and following the expiration of the Term, the Submetering Services Agreement shall continue on a month-to-month basis, subject to the right of either party thereto to terminate same at any time, upon sixty (60) days prior written notice given to the other party; and
- e) the Submetering System, the Electrical System and the Mechanical System (as such terms are respectively defined in the Submetering Services Agreement) shall be supplied by Provident, and shall at all times be owned by the Corporation, and shall correspondingly be used exclusively by Provident and its successors and assigns for the purposes described in the Submetering Services Agreement throughout the Term;

AND WHEREAS this by-law is being enacted in order to expressly authorize this Condominium to:

- i) execute the Submetering Services Agreement, having substantially the same form and content as the draft Submetering Services Agreement annexed hereto as Schedule "A", and to perform and fulfill all obligations of the Corporation therein set forth; and
- ii) formally grant a license to and in favour of Provident (including its employees, agents and subcontractors from time to time) over, along, upon and across the Licensed Premises, pursuant to the provisions of subsection 21(1)(b) of the *Condominium Act 1998*, S.O. 1998, as amended (hereinafter referred to as the "Act"), and in accordance with the terms and provisions of the Submetering Services Agreement;

Be it enacted as a by-law of the Corporation as follows:

1. That the Corporation is hereby authorized to enter into the Submetering Services Agreement, having substantially the same form and content as the draft Submetering Services Agreement annexed hereto as Schedule "A", and to perform and fulfill all of the obligations of the Corporation arising thereunder or in connection therewith;
2. That the Corporation is hereby authorized to formally grant a license to and in favour of Provident (including its employees, agents and subcontractors from time to time) over, along, upon and across the Licensed Premises, in accordance with the terms and provisions of the Submetering Services Agreement, for the purposes of providing Provident (including its employees, agents and subcontractors from time to time) with the right to attain access and egress over the Licensed Premises, and to correspondingly enable or facilitate the inspection, repair, relocation, maintenance, testing, connection and/or replacement, as and when necessary, of the Submetering System (as defined in the Submetering Services Agreement) or any portion thereof, and to enable Provident to perform the Services (as defined

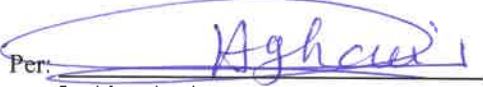
in the Submetering Services Agreement) and any activities in connection therewith;

3. That all terms and provisions of the Submetering Services Agreement, as well as the Corporation's performance and fulfillment of all outstanding and/or ongoing obligations and liabilities arising thereunder or therefrom, or in connection therewith, are hereby expressly authorized, ratified, sanctioned, approved and confirmed; and
4. That any officer of the Corporation is hereby authorized to execute, on behalf of the Corporation, the Submetering Services Agreement, together with any and all amendments made thereto at any time hereafter, with or without the seal of the Corporation affixed thereto, together with all other documents and instruments ancillary thereto, including, without limitation, all instruments, applications and/or affidavits that may be required in order to register this by-law on title to each of the units on all levels in this Condominium.

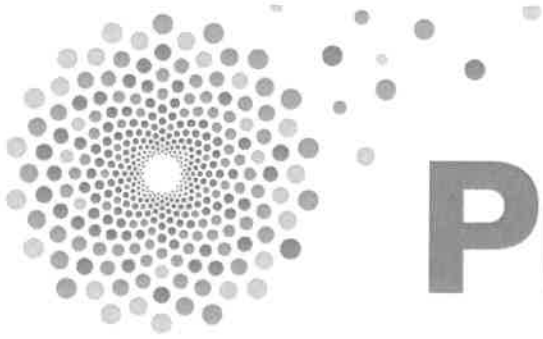
The foregoing by-law is hereby enacted as By-law No. 9 of York Region Standard Condominium Corporation No. 1424.

Dated this 5th day of February, 2020.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1424

Per: 
Saeid Aghaei - Secretary
I have authority to bind the Corporation

SCHEDULE "A" TO BY-LAW NO. 9



Provident™

A CRICKET ENERGY COMPANY

SUBMETERING SERVICES AGREEMENT (CONDOMINIUM)

BETWEEN

York Region Standard Condominium Corporation No. 1424 (the "Corporation")

- and -

Provident Energy Management Inc. ("Provident")

- for -

Valleymede Tower and Luxe Towns

20 Floral Parkway, Concord, Ontario, L4K 4R1
Tel (416) 736-0630 Fax (416) 736-4923

www.pemi.com

**SUBMETERING SERVICES
AGREEMENT (CONDOMINIUM)**

THIS AGREEMENT made this 7th day of February 2020 between **York Region Standard Condominium Corporation No. 1424** (the “Corporation”) and **Provident Energy Management Inc.** (“Provident”).

WHEREAS Provident operates a business of providing submetering services to multi-unit buildings in Ontario in addition to providing electricity submetering services under **Smart Sub-Metering Licence ES 2013 0298**;

AND WHEREAS the Corporation has been registered as a condominium corporation pursuant to the Act with respect to the multi-unit buildings described in Schedule “A” to this Agreement (hereinafter referred to as the “**Building**”);

AND WHEREAS Provident has supplied and installed the Submetering System in the Building;

AND WHEREAS the Corporation desires to engage Provident to provide electricity, hot water and cold water submetering services to it in respect of the Building upon the terms and subject to the conditions contained herein;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the covenants and agreements herein contained and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties agree as follows:

**ARTICLE 1
INTERPRETATION**

1.1 Defined Terms.

In this Agreement the capitalized terms set forth in the preamble and the recitals shall have the meanings set out therein and the following capitalized terms shall have the meanings hereinafter set forth:

- (a) “**Act**” means the *Condominium Act, 1998*, S.O. 1998, c. 19, as amended or re-enacted from time to time and the regulations made thereunder;
- (b) “**Agreement**” means, collectively, this Submetering Services Agreement (Condominium) and all exhibits and schedules attached to it;
- (c) “**Applicable Laws**” with respect to a Person, property, transaction or event, means all applicable federal, provincial and municipal laws (including the common law and principles of equity), statutes, regulations, treaties, by-laws, ordinances, judgments, decrees and all applicable official directives, rules, consents, approvals, authorizations, guidelines, standards, codes of practice, orders (including judicial or administrative orders) and policies having the force of law of any Governmental Authority having authority over, or application to, that Person, property, transaction or event, as the same may be amended;
- (d) “**Bulk Bills**” means the invoices issued by the local electricity and water distribution companies in relation to electricity and water consumption at the Building;
- (e) “**Business Day**” means any day other than a day which is a Saturday, a Sunday or a statutory holiday in Ontario;
- (f) “**Customer Services Agreement**” means the Customer Services Agreement to be executed by each unit owner and/or occupant, the current form of which is attached as Schedule “F” and which form may be amended by Provident from time to time;
- (g) “**Electrical Safety Authority**” means the authority established pursuant to the *Electricity Act (Ontario)* responsible for, among other things, inspecting all facilities used in the generation, transmission, distribution, retail or use of electricity in Ontario to ensure compliance with the Electrical Safety Code;
- (h) “**Electrical Safety Code**” means the code prescribed by Ontario Regulation 164/99

of the *Electricity Act* (Ontario), as same may be amended or re-enacted from time to time;

- (i) **“Electrical System”** means the system for distributing electricity within the Building that comprises all wires, meters, switches, equipment, devices and other appurtenances necessary to provide electricity to and throughout the Building, but does not include the Submetering System (Electricity);
- (j) **“Governmental Authority”** means a government, court, ministry, minister, official, government department, government authority, government agency, regulatory authority, regulatory agency, administrative tribunal or body, or any subdivision or authority of any of the foregoing, that administers Applicable Laws;
- (k) **“Invoice”** means the monthly invoice issued to a unit owner or occupant by Provident;
- (l) **“License”** means the license granted by the Corporation to Provident pursuant to Section 2.3;
- (m) **“Licensed Premises”** means the portion of the common elements of the Building consisting of secure mechanical and electrical rooms, mechanical and electrical closets, lockers, corridors and/or other common areas;
- (n) **“Mechanical System”** means the systems for the generation and distribution of hot water and cold water within the Building that comprises all boilers, pumps, piping, valves, regulators, equipment, devices and other appurtenances necessary to provide hot water and cold water to and throughout the Building;
- (o) **“Occupant”** means the occupant of a unit in the Building and **“occupants”** means more than one occupant or all occupants, as the context so requires;
- (p) **“Person”** means and includes any individual, corporation, partnership, firm, joint venture, syndicate, association, trust, government, governmental agency or board or commission or authority, and any other form of entity or organization;
- (q) **“Processing Date”** means the date on which Provident generates the Invoices for a given month;
- (r) **“Provident Information Materials”** means the information materials prepared by Provident as amended from time to time which describe the services of Provident as the submetering provider for the Building;
- (s) **“Services”** means the provision of electricity, hot water, and cold water submetering services and the related services described in Schedule “B” hereto;
- (t) **“Submetering System”** means and includes all cables, wiring, conduit, panels, meters, monitors, plans, signage, equipment space, transmitters and all other equipment, fixtures and things as Provident deems necessary for the operation of those of the Services outlined in this Agreement pertaining to submetering services, and including without limitation the equipment set out on Schedule “C” ;
- (u) **“Term”** means the initial term of this Agreement and any renewal term thereof as set out in Section 6.1;
- (v) **“Unit”** means a dwelling unit, a commercial unit, (if applicable), or any other unit in the Building which is intended to be separately submetered and **“units”** means more than one unit or all of the units, as the context so requires;
- (w) **“Unit owner”** means the owner of a unit in the Building and **“unit owners”** means more than one-unit owner or all unit owners, as the context so requires; and
- (x) **“Utilities”** means the commodities or services which are being submetered in this Agreement which includes electricity, hot water, and cold water.

1.2 Currency.

Unless otherwise indicated, all dollar amounts referred to in this Agreement are in lawful money

of Canada.

1.3 Choice of Law.

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and each party hereby attorns to the exclusive jurisdiction of the courts of the Province of Ontario.

1.4 Time of the Essence.

Time shall be of the essence of this Agreement.

1.5 Date for any Action.

In the event that any date on which any action is required to be taken hereunder by any of the parties is not a Business Day, such action shall be required to be taken on the next succeeding day that is a Business Day.

1.6 Incorporation of Schedules.

The schedules attached hereto and described below shall, for all purposes hereof, be incorporated by reference into, and form an integral part of this Agreement:

Schedule "A"	Building
Schedule "B"	Services
Schedule "C"	Specifications of the Submetering System
Schedule "D"	Fees
Schedule "E"	Customer Services Agreement

**ARTICLE 2
ENGAGEMENT, GRANT OF LICENSE AND OWNERSHIP**

2.1 Engagement.

The Corporation hereby engages and retains Provident, on an exclusive basis, to provide the Services to the Corporation in respect of the Building and to unit owners, and Provident hereby accepts such engagement.

2.2 Subcontracting.

Provident may not sub-contract any of the Services without the prior written consent of the Corporation, with such consent not to be unreasonably withheld. Provident shall be responsible to the Corporation for the acts, omissions and defaults of its sub-contractors in the course of performing and completing the Services hereunder as if such acts, omissions and defaults were done by Provident itself.

2.3 License.

The Corporation hereby:

- (a) grants to Provident (including its employees, agents and sub-contractors) a non-exclusive license (the "License") to access and use the Licensed Premises during the Term at all times solely for the purposes of performing this Agreement, the Services and any activities in connection therewith at no cost to Provident, subject only to the reasonable requirements of the Corporation relating to safety and security;
- (b) grants to Provident, as a necessary part of the Licence, a license at all reasonable times to enter and exit those portions of the Building and Licensed Premises as may be reasonably necessary to enable Provident (including its employees, agents and sub-contractors) to inspect, repair, relocate, maintain, test, connect or replace the Submetering System or any part thereof and to perform the Services. Provident acknowledges and agrees that any work, maintenance, repairs, inspections and/or testing of the Submetering System or any part thereof that will require or may result

in the interruption of the supply of utilities in the Building or any part thereof must be scheduled with the Corporation in advance where reasonably practical;

- (c) agrees to provide Provident (including its employees, agents and sub-contractors) with such keys and/or access cards as are required by Provident to exercise rights pursuant to this Agreement, provided that Provident (including its employees, agents and sub-contractors) shall comply with all reasonable security requirements imposed by the Corporation from time to time and provided that all such keys or access cards shall be returned to the Corporation upon the termination of this Agreement; and
- (d) consents to Provident, at Provident's sole cost and expense, obtaining such permits, licences or other authorizations as may be reasonably necessary to operate the Submetering System at the Building. Upon the Corporation's request, Provident shall promptly provide the Corporation with copies of all permits, authorizations and/or certifications issued by any Governmental Authority in relation to the Submetering System.

2.3.1 Further Provisions relating to the License

- (a) The parties hereto acknowledge and agree that access to the Licensed Premises shall be restricted to Provident, the Corporation, any utility provider(s), telecommunication provider(s), such other Person(s) as the Corporation may reasonably require and any respective employees, agents, contractors, consultants and other authorized personnel of same.
- (b) The parties hereto shall keep the Licensed Premises locked at all times unless in use; and
- (c) The parties hereto shall forthwith report to the other any breach of security relating to the Licensed Premises and/or any damage to any part of the Electrical or Mechanical Systems of the Building forthwith upon discovery by either of the parties.

2.4 Ownership of Submetering System.

The Submetering System supplied by Provident in the Building is, and shall at all times be, the property of the Corporation and used exclusively by Provident, its successors and assigns for the purposes described in this Agreement throughout the Term.

2.5 Ownership of the Electrical System

The Electrical System shall be owned by the Corporation.

2.6 Ownership of the Mechanical System

The Mechanical System shall be owned by the Corporation.

ARTICLE 3 COVENANTS OF THE CORPORATION

3.1 Corporation's Covenants

The Corporation hereby covenants and agrees that it:

- (a) shall provide Provident with all unit owner contact information consisting of each unit owner's name, unit number, address, email address and phone number within ten (10) Business Days of such information being made available to the Corporation;
- (b) shall provide Provident with access to such telecommunications, hydro, water and other services as Provident shall reasonably require to facilitate the performance of Provident's obligations under this Agreement;
- (c) shall at all times comply with Applicable Laws with respect to submetering that are applicable to building owners or managers;

- (d) shall maintain, repair and replace the Electrical and Mechanical Systems, as may be reasonably required from time to time, with such work to be in a good and workmanlike manner and in accordance with Applicable Laws;
- (e) shall not, directly or indirectly, interfere with the operation of, or remove, relocate, suspend, disconnect, alter, terminate or damage, the Submetering System or interfere with the billing and collection activities of Provident, unless same is required by Applicable Law;
- (f) shall co-operate with Provident in the exercise of all its lawful rights and remedies available to it under this Agreement to prevent or restrain the occurrence of any vandalism, tampering, interference or misuse of the Submetering System by any Person;
- (g) shall be responsible for all losses, costs, damages and expenses relating to the repair and/or replacement of the Submetering System and all other costs and expenses incidental thereto if the Submetering System (or any part thereof) is damaged by the Corporation or any of its employees, agents, contractors, consultants or others for whom the Corporation is responsible in law; and
- (h) shall, at its sole cost and expense, acquire and maintain a policy or policies of general liability insurance covering personal injury or property damage with not less than \$5,000,000 coverage per occurrence, as a result of or incidental to damage to the Electrical System, Mechanical System or the Submetering System caused by the Corporation (or any of its employees, agents, contractors, consultants or any other party for whom it is responsible in law).

ARTICLE 4 COVENANTS OF PROVIDENT

4.1 Provident's Covenants.

Provident hereby covenants and agrees that:

- a) it shall repair all damage to the Building that results from the operation of the Submetering System and be fully responsible for all costs related to the maintenance, repair, replacement, commissioning, testing and re-certification of the Submetering System, subject to Section 3.1(g) hereof;
- b) it shall maintain a policy of general liability insurance with not less than \$5,000,000 coverage per occurrence and will provide evidence of same promptly upon the Corporation's request;
- c) it shall in all aspects of its operations, comply with all Applicable Laws regarding submetering, subject to Section 3.1(c);
- d) it shall maintain in good standing, at its sole cost and expense any licenses, permits or other authorizations that may be required by any and all Governmental Authority(ies) to perform its obligations under this Agreement. If any of such licenses, permits or other authorizations is revoked, suspended, modified or limited in any material way, Provident shall immediately inform the Corporation of same;
- e) it shall use all personal information of the unit owners or occupants provided to it by the Corporation only for the purposes of this Agreement, in accordance with the *Personal Information Protection and Electronic Documents Act* (Canada) as amended from time to time and shall not sell, use, disclose or transfer such personal information to any other Person except as is required to fulfill the conditions of this Agreement and except to designated employees of Provident who have a need to access such personal information in connection with the use thereof by Provident in accordance with the terms of this Agreement, Provident's financial and legal representatives, Provident's potential and actual financiers, investors, assignees, purchasers of contracts or payments without the specific prior written authorization of the Corporation;
- f) other than in the case of an emergency, Provident shall provide the Corporation, unit owners or occupants (as applicable) at least twenty-four (24) hours' notice of

any required access to the unit(s), unless the unit owner and/or occupant consents to Provident's access.

ARTICLE 5 PAYMENTS AND BILLING PROCEDURE

5.1 Payments and Reporting

- (a) The Corporation shall duly pay all Bulk Bills to the local distribution companies when due.
- (b) The Corporation shall on a monthly basis provide Provident with copies of all Bulk Bills promptly upon receipt.
- (c) Provident shall remotely read the consumption meters for each Unit monthly, and issue Invoices, to each of such Unit owners and/or occupants for their respective consumption of utilities (including all applicable regulatory charges and taxes applicable thereto), together with the Administration Fee (as set out in Schedule "D") charged on a per Unit basis by Provident, based on the readings supplied by the Submetering System.
- (d) Provident shall have the right to charge for the Services in the amounts as set out in Provident's rate schedule, attached hereto as Schedule "D".
- (e) Provident shall employ its normal collection practices with respect to Invoices which are in arrears (which may include termination of the supply of utilities) in accordance with all Applicable Laws.
- (f) Provident shall provide the Corporation with a written statement setting out the names of the respective unit owners or occupants, the amounts payable by each unit owner or occupant, the aggregate amount of such payments and the applicable fees payable to Provident, within a timely manner after each Processing Date.
- (g) Provident shall impose a Loss Adjustment Factor to all of the Invoices to each such Unit owner and/or occupant to ensure that the recovery of water and electricity from all of the Units shall be equal to the Bulk Bills issued by the local electrical and water distribution companies.
- (h) Provident shall create and maintain a property management portal which will have functionality that will allow the Corporation to view consumption of utilities on a unit by unit basis.
- (i) Provident agrees to provide the Corporation with a unit by unit reconciliation of the Bulk Bill and historical data for each meter in the Building (which shall include, but is not limited to, the date, time and result of a meter reading for a particular unit) within 10 Business Days of the Corporation making a request for same.
- (j) Provident shall have the right to demand payment of a security deposit by the unit owners, in accordance with the Ontario Energy Board's Unit Sub-Metering Code.
- (k) When a unit owner sells a unit owned by it, Provident shall complete the final meter reading on the closing date, bill the unit owner and resolve any deposit issues.
- (l) In all cases, despite the absence of an executed Customer Services Agreement, the taking or use of utilities by any unit owner and/or occupant constitutes the acceptance of the terms of Provident's Customer Services Agreement, and applicable charges and/or fees, pursuant to the Customer Services Agreement.

ARTICLE 6 TERM AND TERMINATION

6.1 Term.

The term of this Agreement shall begin as of the date set out herein and end ten (10) years thereafter (the "Term"). This Agreement shall continue on a month-to-month basis upon the expiry of the initial Term, subject to the right of either the Corporation or Provident to terminate this Agreement any time after the expiry of the initial Term on sixty (60) days prior written notice to the other party.

6.2 Termination for Breach.

This Agreement may be terminated by either party not in default hereunder (the “**Non-Defaulting Party**”) in the event that: (a) the other party (the “**Defaulting Party**”) fails to pay any amount to the Non-Defaulting Party when due pursuant to the terms of this Agreement (a “**Monetary Default**”) and such breach is not cured within fifteen (15) days of the Defaulting Party receiving written notice of such breach from the Non-Defaulting Party, or (b) the Defaulting Party breaches any other material term of this Agreement and such breach is not cured within sixty (60) days of the Defaulting Party receiving written notice of such breach from the Non-Defaulting Party. Provided however, other than in the case of a Monetary Default, if such breach of a material term of this Agreement is not reasonably capable of being cured within the 60 day cure period, and the Defaulting Party has begun to take commercially reasonable efforts to commence to cure such breach within such 60 day period then the Non-Defaulting Party shall not have the right to terminate this Agreement for such breach for so long as the Defaulting Party diligently takes commercially reasonable efforts to cure such breach. The Defaulting Party shall pay to the Non-Defaulting Party all damages, costs and expenses (including, without limitation, all legal fees on a substantial indemnity basis) incurred by the Non-Defaulting Party in enforcing the terms of this Agreement, together with interest thereon.

6.3 Additional Rights of Termination.

- (a) This Agreement may be terminated by either party if:
- (i) the other party admits its inability to pay its debts generally as they become due or otherwise acknowledges its insolvency;
 - (ii) the other party institutes any proceeding or executes any agreement to authorize its participation in or commencement of any proceeding:
 - (1) seeking to adjudicate it a bankrupt or insolvent, or
 - (2) seeking liquidation, dissolution winding up, reorganization, arrangement, protection, relief or composition of it or any of its property or debt or making a proposal with respect to it under any law relating to bankruptcy, insolvency, reorganization or compromise of debts or other similar laws (including, without limitation, any application under the *Companies' Creditors Arrangement Act* (Canada) or any reorganization, arrangement or compromise of debt under the laws of the Province of Ontario); or
 - (iii) any proceeding is commenced against or affecting the other party:
 - (1) seeking to adjudicate it a bankrupt or insolvent;
 - (2) seeking liquidation, dissolution, winding up, reorganization, arrangement, protection, relief or composition of it or any of its property or debt or making a proposal with respect to it under any law relating to bankruptcy, insolvency, reorganization or compromise of debts or other similar laws (including, without limitation, any application under the *Companies' Creditors Arrangement Act* (Canada) or any reorganization, arrangement or compromise of debt under the laws of the Province of Ontario); or
 - (3) seeking appointment of a receiver, trustee, agent, custodian or other similar official for it or for any material part of its property;

and such proceeding is not being contested in good faith by appropriate proceedings and, if so contested, remains outstanding, undismissed and unstayed more than 60 days from the commencement of such first mentioned proceeding.

- (a) This Agreement shall automatically terminate on the date a Governmental Authority having jurisdiction with respect to the subject matter of this Agreement issues an order that requires the termination of this Agreement that is not subject to appeal or other review (or that Provident in its discretion declines to appeal or seek review of), that any Applicable Laws, or any change thereto, necessarily preclude either party from performing its obligations under this Agreement.

6.4 Consequences of Termination

Upon termination of this Agreement and in addition to any other rights provided for herein or otherwise available at law:

- (a) the Corporation shall pay Provident all of Provident's accounts receivable from the unit owners as of the date of termination, by the third day immediately following the date of termination and Provident shall assign its rights with respect to such accounts receivable to the Corporation upon receipt of such payment;
- (b) notwithstanding any termination of this Agreement, and in recognition of the fact that the Bulk Bill is issued by the local utility supplier in the month following the consumption of the utility referred to therein, it is understood and agreed that Provident shall continue to provide the Services with respect to the last fully completed month immediately preceding such termination, such that it will, in the month following the month in which notice of termination has been given, pay the Bulk Bill pertaining to such last month, read the Submetering System and issue Invoices to the unit owners and/or occupants and shall also attend to the collection of the Invoices; and

ARTICLE 7 GENERAL PROVISIONS

7.1 Further Assurances.

Each of the parties shall, at any time and from time to time and upon the request of the other party, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, agreements, documents and assurances as may be necessary or appropriate to give effect to the terms and intent of this Agreement and to complete the transactions contemplated hereby.

7.2 Notices.

Any demand, notice or other communication to be given in connection with this Agreement shall be given in writing and may be given by personal delivery (including by prepaid courier) or by facsimile transmission with the original to follow by mail addressed to the recipient as follows:

- (a) in the case of the Corporation:
York Region Standard Condominium Corporation No. 1424
Times Group Corporation
3985 Highway 7 East, Suite 2020
Markham, Ontario L3R 2A2
Attention: Jennie Au
Email: jennic@timesgroupcorp.com

- (b) in the case of Provident:
Provident Energy Management Inc.
20 Floral Parkway,
Concord, Ontario
L4K 4R1
Attention: Ralph Simone
Fax No.: RSimone@pemi.com

or such other address, facsimile number or individual as may be designated by notice by a party to the other party. A communication shall be conclusively deemed to have been given, sent, delivered and received: (i) if personally delivered on a Business Day, on that day; (ii) if personally delivered

on a day that is not a Business Day, on the next Business Day; (iii) if sent by facsimile transmission on a Business Day, and the sending party obtains confirmation that all pages of the communication have been successfully transmitted before 2:00 p.m. (recipient's time), on that day or, if some or all pages of the communication are successfully transmitted after 2:00 p.m. (recipient's time) on the next Business Day; and (iv) if sent by facsimile transmission on a day that is not a Business Day, on the next Business Day. If a communication is sent by facsimile and if, before the time at which the communication would be deemed to have been given as provided above, the receiving party informs the sending party that the communication has been received in a form that is unclear in a material respect, the giving of that communication is ineffective and the sending party shall be responsible for sending another communication. If a party who has sent a communication by facsimile knows or ought reasonably to know of any discontinuance or interruption which might affect the delivery of the original by mail, any such communication shall not be mailed but shall be given by personal delivery. No party shall prevent, hinder or delay, or attempt to prevent, hinder or delay the service on that party of a communication.

7.3 Expenses of Parties.

Each of the parties shall bear its own expenses incurred by it in connection with this Agreement and the transactions contemplated by this Agreement.

7.4 Assignment.

Neither this Agreement nor any of the rights or obligations under this Agreement are assignable or transferable by either party except that Provident may assign this Agreement to a third party with the approval of the Corporation which approval shall not be unreasonably withheld.

7.5 Successors and Assigns.

This Agreement shall be binding upon and enure to the benefit of the parties and their respective successors and permitted assigns.

7.6 Entire Agreement.

This Agreement constitutes the entire agreement between the parties with respect to the transactions contemplated by this Agreement and supersedes all prior agreements, representations, warranties, statements, expressions of interest, bid letters, letters of intent, promises, information, arrangements, understandings, negotiations and discussions, whether oral or written, express or implied, with respect to the subject matter hereof. None of the parties shall be bound or charged with any oral or written agreements, representations, warranties, statements, promises, information, arrangements or understandings not specifically set forth in this Agreement. The parties further acknowledge and agree that, in entering into this Agreement, they have not in any way relied, and will not in any way rely, upon any oral or written agreements, representations, warranties, statements, promises, information, arrangements or understandings, express or implied, not specifically set forth in this Agreement.

7.7 Waiver.

No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Corporation or Provident, as applicable. A party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a party from any other or further exercise of that right or the exercise of any other right.

7.8 Remedies Cumulative.

The rights and remedies of the parties under this Agreement are cumulative and in addition to and not in substitution for any rights or remedies provided by law. Any single or partial exercise by any party hereto of any right or remedy for default or breach of any term, covenant or condition of this Agreement does not waive, alter, affect or prejudice any other right or remedy to which such party may be lawfully entitled for the same default or breach.

7.9 Dispute Resolution.

In the event of a dispute regarding any matter related to this Agreement, including its interpretation, which the parties have attempted unsuccessfully to resolve with good faith negotiations, the parties agree to refer the dispute to a mediator. If the mediation does not result in

the dispute being resolved, the parties agree that the dispute shall be determined by arbitration in accordance with the *Arbitration Act* (Ontario). Until the dispute is resolved, the parties shall continue to honour their respective obligations under this Agreement.

7.10 Amendments.

No modification or amendment to this Agreement may be made unless agreed to by all of the parties in writing, provided that certain of the Schedules hereto may be amended by Provident as specified in this Agreement.

7.11 Severability.

If any covenant, obligation or agreement of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such covenant, obligation or agreement to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each covenant, obligation or agreement of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

7.12 Force Majeure.

No party hereto shall be held liable or be deemed to be in default of this Agreement for its delay, failure or inability to meet any of its obligations under this Agreement caused by or arising from any cause which is unavoidable or beyond the reasonable control of such party, including war, warlike operations, riot, insurrection, orders of government, strikes, lockouts, disturbances or any act of God or other cause which frustrates the performance of this Agreement, but this shall not include failure to perform as a result of financial inability or from failure to act diligently.

7.13 Counterparts.

This Agreement may be executed in any number of counterparts, and may be delivered originally, by facsimile, or by PDF format and each such original, facsimile copy, or PDF copy, when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

7.14 Negotiation.

This Agreement has been negotiated and approved by counsel on behalf of all parties and, notwithstanding any rule or maxim of construction to the contrary, any ambiguity or uncertainty will not be construed against any party by reason of the authorship of any of the provisions hereof.

7.15 Independent Legal Advice.

Each party acknowledges that it:

- (a) has read and understood this Agreement; and
- (b) has had the opportunity to obtain independent legal advice in connection with this Agreement and the provisions hereof and either has obtained independent legal advice or has chosen not to do so.

7.16 Relationship of the Parties.

The parties acknowledge and agree that (i) the relationship between the Corporation and Provident shall be that of independent contractor, (ii) the Corporation and Provident are not partners or joint venturers with each other or agents of one another, (iii) nothing herein shall be construed so as to make the Corporation or Provident partners, joint venturers or agents or to impose any liability as partner, joint venturer or agent on the Corporation or Provident. Nothing in this Agreement confers on either party any authority to act, or hold such party out as agent, for the other party or to bind the other party to perform any obligation to third parties, and the parties shall so inform all third parties with whom they deal.

7.17 Survival of Provisions.

Sections 2.4, 2.5, 2.6, 3.1(f), 5.1(j), 6.4, 7.1, 7.2, 7.8, 7.9, 7.16 and 7.17 shall survive termination of this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

York Region Standard Condominium Corporation No. 1424

Provident Energy Management Inc.

Per: _____

Per: _____

Name: _____

Name: Ralph Simone

Title: _____

Title: President

Per: _____

Per: _____

Name: _____

Name: Marco Pisterzi

Title: _____

Title: Authorized Signing Officer

I/We have the authority to bind the Corporation

We have the authority to bind the Corporation

Schedule "A"

Building

Name of Building: **Valleymede Tower and Luxe Homes**

Municipal Address of Building: **386-400 Hwy 7, Richmond Hill, ON, L4B 1A7**

Number of Units: **308 Residential Units, 45 Townhomes**

Schedule "B"

Services

Provident shall complete the following pursuant to the terms of the Agreement:

- 1) Maintain, repair, replace, test, commission and (re)certify the Submetering System in accordance with best industry practices and Applicable Laws.
- 2) Provide billing services to all unit owners and/or occupants.
- 3) Provide a website where unit owners or occupants can access electricity, hot water, and cold water consumption information on a day behind basis in order to assist in energy conservation.

Schedule "C"**Specifications of the Submetering System**

Provident will operate and maintain the Submetering System (Electricity) as described below with the specific demarcation points as noted. Provident owns only the Submetering System. Provident does not maintain any structures unless specifically described herein or elsewhere in this Agreement. All structures, housing and/or supporting water, mechanical and/or electrical infrastructure and Submetering System are the responsibility of the Corporation. The assets that Provident shall operate and maintain consist of:

- (a) Multi-Tenant Smart Meter Panels
- (b) 200AMP/5 AMP Current Transformers.
- (c) All Intra Floor DLC/PLC communication cabling
- (d) GWF M-Bus capable (or equivalent) Suite Cold Water Meter
- (e) GWF M-Bus capable (or equivalent) Suite Hot Water Meter
- (f) GWF M-Bus capable (or equivalent) Central Hot Water Meter
- (g) GWF M-Bus capable (or equivalent) Central Cold Water Meter
- (h) All Intra Floor M-Bus communication cabling
- (i) Central Meters, Central Computers, Level Converters and all m-bus related equipment

All infrastructures located beyond the Submetering System and/or metering points, including all wiring to individual units and common areas, electrical equipment and electrical accessories are common elements of and are the responsibility of the Developer.

Schedule "D"**Fees****Administration Fee**

Provident shall charge to the unit owners on each Invoice an administration fee equal to \$13.00 for reading, billing, collection and remittance services provided for under the terms of this contract. Such fee is subject to an annual increase equal to the percentage change in the Consumer Price Index.

Security Deposit:

Provident shall collect a security deposit in the amount of \$150 from each new unit owner or occupant at the property or \$75 should the owner or occupant arrange for Pre Authorized Payment with Provident. As per the Ontario Energy Board the Security Deposit requirement will be waived if the owner or occupant provides a Letter of Good Payment History from another Utility. This deposit shall be held by Provident and deducted from any amounts outstanding from a unit owner or occupant's unpaid final bill.

Additional Unit Developer or Occupant Fee Schedule:

Account set-up fee - \$25.00

Disconnect Fee - \$65.00 during business hours; \$185.00 after business hours

Reconnect Fee - \$65.00 during business hours; \$185.00 after business hours

Late Payment Fee – 1.5% of outstanding balance, monthly (19.56% annually)

NSF Cheque - \$50 for each occurrence

Unit owner or occupant Payments:

Provident shall make available to all unit owners and occupants the ability to utilize Pre-Authorized Payment Plans as well as bill payment options through Internet Banking, ATM, Teller Direct or by Cheque.

Schedule "E"

Customer Services Agreement



CUSTOMER SERVICES AGREEMENT

Please complete and return all pages of this Provident Energy Management to customerservice@pemi.com or fax to 416-736-4923

Fields marked with an asterisk (*) are required.

CUSTOMER INFORMATION (PLEASE PRINT)		Customer Status*: <input type="checkbox"/> Owner <input type="checkbox"/> Tenant		Occupancy Date*:	
Service Address*: (Number, Street Name, Unit Number)		City*:	Postal Code*:	Electrical Vehicle Parking Unit No.	
Primary Account Holder:		First Name*:	Middle Name:	Last Name*:	
Mr Mrs Miss Ms (Please Circle)					
Primary Phone*:		Secondary Phone:		Email:	
Mailing Address*: (Number, Street Name, Unit Number)		City*:	Postal Code*:		
Secondary Account Holder:		First Name*:	Middle Name:	Last Name*:	
Mr Mrs Miss Ms (Please Circle)					
Primary Phone*:		Secondary Phone:		Email:	
Deposit: Please be aware there is a security deposit on all residential and commercial accounts. Residential customers are required to pay a security deposit of \$150.00 and Retail/Commercial customers are required to pay a security deposit of \$500.00					
Landlords: By signing this agreement you agree to be the interim account holder for the services to the Rental property. You understand that whenever a tenant calls to close their Provident account, you will automatically assume responsibility for the utility account and continued services starting on the Tenant's termination date and until such time as a new tenant establishes an account with Provident. No reconnection or new account charges will apply to you under this option					
Landlord Signature x _____		Date: _____			
PAPERLESS E-BILLING REGISTRATION & TO VIEW YOUR CONSUMPTION					
Sign up directly on our website, www.pemi.com . To sign up, please wait for your first Provident Energy Bill.					

Provident Energy Management Inc. ("Provident") has been retained by the developer, the owner, the condominium corporation and/or the authorized agent, as applicable (the "Owner/Condominium"), at the premises in which the above-noted Service Address is located (the "Premises") to supply the Services (as defined below) including meter reading, billing and collection services. The terms and conditions set out in this agreement comprise the legally binding agreement between the individual(s) named as Primary Account Holder and Secondary Account Holder (if any) ("Customer") and Provident governing the Customer's use of the Services (as defined below). Where the Services include the monitoring and recording of electricity usage within the Premises, this Agreement will be subject as well to Provident's Conditions of Service, a copy of which is available at pemi.com or can be obtained from a Provident representative and is incorporated herein by reference. In consideration of Provident providing the Services, and for other good and valuable consideration, the receipt of which is acknowledged by the Customer, the Customer acknowledges and agrees as follows:

- The Customer confirms that he is the purchaser/owner, occupant and/or tenant of the Service Address noted above (the "Unit"), located in the Premises.
- The Customer acknowledges that Provident will provide the following services (the "Services") to the Unit for the term contracted with the Owner/Condominium.
 - Provident shall measure and record actual electricity, gas, hot water, cold water and/or thermal energy use for the Unit, as per its contract with the Owner/Condominium (such contracted utilities referred to as the "Metered Utilities").
 - Provident shall ensure the subject sub-metering system is operating properly.
 - Provident shall, monthly, prepare invoices showing the amount of Metered Utilities consumed at the Unit, as applicable, and the amount payable by the Customer for the Metered Utilities consumed and the Services.
 - Provident shall issue monthly invoices by mail or email (unless otherwise specified by the Customer, Provident shall mail its monthly invoices to the Customer at the Service Address or the mailing address, in the event a mailing address is provided by the Customer, and
 - Provident shall provide customer service in respect of general inquiries and records retrieval. Specific services will be provided on a fee-for-service basis in accordance with Provident's Schedule of Charges for the Premises, available on request by contacting Provident.
- The Customer consents to the provision of the Services and agrees to pay for the Services (the "Service Fees") provided by Provident under this agreement as set forth in invoices delivered by Provident pursuant to this agreement and in accordance with Provident's agreement with the Owner/Condominium, being in accordance with Provident's Schedule of Charges for the Premises (the "Schedule of Charges"), available on request by contacting Provident. Such Service Fees are subject to change from time to time. The Customer understands that the charges for Metered Utilities will be based on measurements by the sub-metering system in the Unit (which, all or a portion of such consumption charges are being collected by Provident on behalf of the Owner/Condominium).
- The Customer agrees to pay the Service Fees and all costs and expenses relating to the supply of the Metered Utilities to the Unit as at the effective date (which is the earlier of the interim occupancy date, closing date, or occupancy date, as applicable in respect of the Unit). In the event that the Customer does not have an account with Provident, the Customer agrees to contact Provident by telephone at 1-416-736-0620 to set-up an account on or before such effective date.
- In the event the Customer transfers/leases the Unit to a third party and the costs and expenses relating to the supply of Metered Utilities are not included in the rent, the Customer will arrange for such third party to enter into a Customer Services Agreement with Provident prior to such third party obtaining occupancy of the Unit and to pay for the cost of Metered Utilities supplied to such Unit and the Service Fees for the term of such lease/occupancy. Such Customer Services Agreement entered into with such third party will not relieve the Customer

- of its obligations to pay the Service Fees and all costs and expenses relating to the supply of the Metered Utilities to the Unit for so long as it is an owner-occupant of the Unit. In the event the Customer sells the Unit to a third party, the Customer will arrange for such third party to enter into a Customer Services Agreement with Provident prior to such third party obtaining occupancy of the Unit and to pay for the cost of Metered Utilities supplied to such Unit and the Service Fees.
6. The Customer shall provide written notice to Provident or their agent, to rent, vacate and/or assign the Unit and of their forwarding address. This notice must be provided to Provident at least 10 days prior to the Customer vacating the Unit and must also specify the date upon which the Customer intends to vacate. Upon the Customer vacating the Unit, Provident will complete a final reading for billing purposes. The Customer will be mailed a final invoice within fifteen (15) days of the final reading and any deposit held by Provident to the credit of the Customer shall be applied toward payment of the invoice and any amount thereafter being shall be paid forthwith by the Customer. Where there is a balance left to the credit of the Customer after payment of the invoice, the balance of the deposit shall be forwarded by Provident to the Customer. Where the Customer fails to comply with this clause, the Customer's obligation to pay Provident for the Services shall continue until Provident has made a final reading and the final invoice is paid.
 7. The Customer acknowledges that Provident is not the owner of, nor is it responsible for the operation or condition of the electrical, gas, water and mechanical infrastructure at the Premises (other than the sub-metering system) including, but not limited to, all wires, switches, valves, piping, regulators, outlets, electrical panels or fixtures. Furthermore, Provident is not in any way in control of or responsible for the supply of Metered Utilities to the Premises other than the Unit.
 8. The Customer shall not change or modify, or permit any other person to change or modify, any of the downstream piping or appliances from the sub-metering system unless it has provided Provident with at least 30 days' prior written notice of such change or modification, including any applicable drawings, and should the Customer become aware of any such change or modification by any person, other than Provident and its affiliates and their respective officers, directors, employees and agents, the Customer shall notify Provident forthwith of such change or modification. In the event that, in connection with any such actual or proposed changes or modifications, Provident determines that such change or modification affects the operation of its sub-metering system, the Customer shall be responsible for all costs and expenses, on a time and materials basis, incurred by Provident to complete all related repairs or other work or improvements to such sub-metering system. Furthermore, any and all such changes shall only be undertaken in accordance with applicable laws.
 9. In the event that in response to a request by the Customer for an inspection of the meters in respect of the Unit, Provident determines, acting reasonably, that the meters do not require any maintenance or repair, the Customer agrees to pay for the cost of such inspection performed by Provident in the Unit, in accordance with the Schedule of Charges. The Customer will not, directly or indirectly, interfere with the operation of, or remove, relocate, suspend, disconnect, alter, tamper with or damage the sub-metering system and agrees to indemnify Provident in respect of any losses, costs, expense or damages caused thereby.
 10. The Customer agrees to provide Provident with access to the sub-metering system whenever reasonably required for purposes of inspection, maintenance, repair or removal of the sub-metering system and the extension of the Services and in connection therewith will authorize the personnel at the Premises to grant Provident access to the Unit.
 11. Customer will pay each invoice issued by Provident in respect of the Metered Utilities together with the Service Fees on or before the due date and in the manner specified on each invoice and in accordance with the Schedule of Charges. Late payments will be subject to a late payment surcharge of 1.2% per month and the Customer will be responsible for any collection costs.
 12. If the Customer fails to pay any charges due to Provident under this agreement, then Provident, after lawful demand and notice to the Customer, shall be entitled, in addition to any other remedies available at common law or pursuant to any statute, to discontinue, or limit the delivery of Metered Utilities to the Unit until such time as such charges are paid in full. Provident shall have no liability whatsoever for the consequences flowing from the discontinuation of Metered Utilities due to the Customer's failure to pay invoices or otherwise.
 13. Provident shall not be in default of the performance of any of its obligations or covenants contained in this agreement during any period when Provident is prevented from such performance by reason of any condition or occurrence which is beyond the control of Provident and any period allocated for the performance of any such obligation or covenant shall be extended accordingly.
 14. Provident shall not be liable under any circumstances whatsoever for any loss of profits or revenues, business interruption loss, loss of contract or loss of goodwill, loss of data or for any direct, indirect, consequential, incidental or special damages, including but not limited to punitive or exemplary damages, whether any of the said losses, losses or damages arise in contract, tort or otherwise.
 15. No director, officer, shareholder, employee, agent or other representative of Provident shall be liable at law to the Customer, an occupier of the Unit or a visitor to the Premises or Unit for any claim whatsoever arising out of or pertaining to the provision of the Services.
 16. The Customer hereby consents to Provident providing consumption and payment information in respect of the Unit to the Owner/Condominium and/or the subject property manager, and otherwise as may be permitted by law.
 17. The Customer consents to the collection, use, disclosure and maintenance of personal information and to receiving commercial electronic messages from Provident, its affiliates or authorized service providers in accordance with the terms of Provident's Privacy Policy which is available at www.provident.com. Provident agrees that any personal information provided by the Customer (or by the Owner/Condominium) shall be subject to applicable laws and

Provident's Privacy Policy. The Customer agrees that Provident may undertake a credit reference check of the Customer and Provident agrees that the results thereof shall be handled by Provident in accordance with the Privacy Policy and applicable laws. The Customer may contact Provident's Privacy Officer to discuss any question or concern related to Provident's Privacy Policy or how the Customer's information is being handled by contacting Provident's Privacy Officer by email at info@provident.com, telephone at 416-736-0280, or mail at:

Provident Energy Management
 20 Floral Parkway
 Concord, Ontario
 L4K 4R1
 Attention: Privacy Officer

18. The Customer hereby consents to Provident, its affiliates, related parties and/or authorized service providers contacting him/her in respect of, and/or providing notice from time to time of, other services or works that may be of interest to the Customer. The Customer may withdraw such consent on written notice. Provident may periodically provide the Customer with information concerning Metered Utilities cost savings and conservation measures to assist in reducing consumption and related costs.
19. This agreement may be terminated by Provident by giving the Customer notice thereof, in which case Provident may conduct a final reading on the termination date and make a final invoice in respect of the Services hereunder. Where such a final invoice is rendered the provisions of paragraph 5 hereof apply, with necessary modifications, to payment of the final invoice and the application of any deposit thereto.
20. Any notice required or permitted under this agreement may be given by Provident to the Customer by ordinary mail sent to the Premises (or the mailing address, in the event a mailing address is provided by the Customer), in which case the notice shall be deemed to have been received on the 3rd day following mailing. Where the Customer has selected paperless e-billing, Provident shall have the right to deliver notices required or permitted under this agreement electronically and such notice shall be deemed to have been received upon completion of such electronic transmission. The Customer shall give any notices to Provident by secure transmission to 416-736-4923 or ordinary mail (in which case the notice shall be deemed to have been received on the 3rd day following mailing) to Provident Energy Management Inc. 20 Floral Parkway, Concord Ontario, L4K 4R1.
21. If any provision of this agreement or the application hereof to any person or circumstance is held to be invalid or unenforceable, such provision shall be severed and the remainder of the agreement shall continue to remain in full force and effect subject to such modifications as may be necessary to carry out the provisions and intent thereof.
22. Everything contained in this agreement shall stand to and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of each party hereto. Provident may assign any of its rights and obligations under this agreement and upon such assignment, Provident is released from any further obligations to the Customer under this agreement. The provisions hereof shall be read with all grammatical and gender changes necessary and any singular reference to the Customer shall be deemed to include all Customers to this agreement. All obligations of the Customer under this agreement shall be deemed joint and several obligations and provisions of this agreement relating to payment for Services shall be binding on the Customer after the date the Customer vacates the Unit or terminates this agreement and shall remain binding until such time as all payments required to be made under this agreement have been paid.
23. This agreement, including Provident's Conditions of Service (where monitoring and recording of electricity usage is provided by Provident), constitutes the entire agreement between the parties, and the Customer acknowledges that there are no oral or written agreements, representations or undertakings whatsoever, and no subsequent or concurrent alteration or waiver whatsoever of the terms of this agreement shall be valid unless it be in writing and signed by the parties or their authorized representatives; provided, however, the Customer acknowledges and agrees that Provident may at any time, and from time to time, amend, replace or otherwise change its Conditions of Service and/or Schedule of Charges without notice to the Customer except as may be required by applicable law.

CUSTOMER SIGNATURE*

This agreement is dated as of the _____ Day of _____, 20____ X _____ Primary Account Holder's Signature X _____ Secondary Account Holder's Signature
