

BY LAW #8

LRC # 80 Condominium Bylaw (Condominium Act 1998)

Received as AT509701 on 2004 06 09 at 10:39

The applicant(s) hereby applies to the Land Registrar.

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Properties

PIN	11374 - 0001 LT	Estate/Qualifier	Fee Simple Absolute
Description	UNIT 1, LEVEL 1, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO		
Address	1 APARTMENT 00014 NEILSON DRIVE ETOBICOKE		
PIN	11374 - 0002 LT	Estate/Qualifier	Fee Simple Absolute
Description	UNIT 2, LEVEL 1, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO		
Address	2 APARTMENT 00014 NEILSON DRIVE ETOBICOKE		
PIN	11374 - 0003 LT	Estate/Qualifier	Fee Simple Absolute
Description	UNIT 3, LEVEL 1, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO		
Address	G3 UNIT 00014 NEILSON DRIVE TORONTO		
PIN	11374 - 0004 LT	Estate/Qualifier	Fee Simple Absolute
Description	UNIT 4, LEVEL 1, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO		
Address	G-4 APARTMENT 00014 NEILSON DRIVE ETOBICOKE		
PIN	11374 - 0005 LT	Estate/Qualifier	Fee Simple Absolute
Description	UNIT 1, LEVEL 2, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO		
Address	201 APARTMENT 00014 NEILSON DRIVE ETOBICOKE		
PIN	11374 - 0006 LT	Estate/Qualifier	Fee Simple Absolute
Description	UNIT 2, LEVEL 2, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO		
Address	202 APARTMENT 00014 NEILSON DRIVE ETOBICOKE		
PIN	11374 - 0007 LT	Estate/Qualifier	Fee Simple Absolute
Description	UNIT 3, LEVEL 2, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO		
Address	203 SUITE 00014 NEILSON DRIVE TORONTO		
PIN	11374 - 0008 LT	Estate/Qualifier	Fee Simple Absolute
Description	UNIT 4, LEVEL 2, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO		
Address	204 APARTMENT 00014 NEILSON DRIVE ETOBICOKE		
PIN	11374 - 0009 LT	Estate/Qualifier	Fee Simple Absolute
Description	UNIT 5, LEVEL 2, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO		
Address	205 APARTMENT 00014 NEILSON DRIVE ETOBICOKE		
PIN	11374 - 0010 LT	Estate/Qualifier	Fee Simple Absolute
Description	UNIT 6, LEVEL 2, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO		
Address	206 APARTMENT 00014 NEILSON DRIVE ETOBICOKE		

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Properties

PIN	Estate/Qualifier	Fee Simple Absolute
11374 - 0011 LT		
Description	UNIT 1, LEVEL 3, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO	
Address	301 APARTMENT 00014 NELSON DRIVE ETOBICOKE	
PIN	11374 - 0012 LT	Estate/Qualifier Fee Simple Absolute
Description	UNIT 2, LEVEL 3, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO	
Address	302 APARTMENT 00014 NELSON DRIVE TORONTO	
PIN	11374 - 0013 LT	Estate/Qualifier Fee Simple Absolute
Description	UNIT 3, LEVEL 3, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO	
Address	303 APARTMENT 00014 NELSON DRIVE ETOBICOKE	
PIN	11374 - 0014 LT	Estate/Qualifier Fee Simple Absolute
Description	UNIT 4, LEVEL 3, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO	
Address	304 APARTMENT 00014 NELSON DRIVE ETOBICOKE	
PIN	11374 - 0015 LT	Estate/Qualifier Fee Simple Absolute
Description	UNIT 5, LEVEL 3, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO	
Address	305 APARTMENT 00014 NELSON DRIVE TORONTO	
PIN	11374 - 0016 LT	Estate/Qualifier Fee Simple Absolute
Description	UNIT 6, LEVEL 3, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO	
Address	306 APARTMENT 00014 NELSON DRIVE ETOBICOKE	
PIN	11374 - 0017 LT	Estate/Qualifier Fee Simple Absolute
Description	UNIT 1, LEVEL 4, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO	
Address	401 APARTMENT 00014 NELSON DRIVE ETOBICOKE	
PIN	11374 - 0018 LT	Estate/Qualifier Fee Simple Absolute
Description	UNIT 2, LEVEL 4, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO	
Address	402 APARTMENT 00014 NELSON DRIVE ETOBICOKE	
PIN	11374 - 0019 LT	Estate/Qualifier Fee Simple Absolute
Description	UNIT 3, LEVEL 4, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO	
Address	403 APARTMENT 00014 NELSON DRIVE ETOBICOKE	
PIN	11374 - 0020 LT	Estate/Qualifier Fee Simple Absolute
Description	UNIT 4, LEVEL 4, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO	
Address	404 APARTMENT 00014 NELSON DRIVE ETOBICOKE	

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Properties

PIN	11374 - 0021 LT	Estate/Qualifier	Fee Simple Absolute
Description	UNIT 6, LEVEL 4, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 6, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179		
Address	405 UNIT 00014 NELSON DRIVE ETOBICOKE		
PIN	11374 - 0022 LT	Estate/Qualifier	Fee Simple Absolute
Description	UNIT 6, LEVEL 4, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179		
Address	406 APARTMENT 00014 NELSON DRIVE ETOBICOKE		
PIN	11374 - 0023 LT	Estate/Qualifier	Fee Simple Absolute
Description	UNIT 1, LEVEL 5, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179		
Address	501 APARTMENT 00014 NELSON DRIVE ETOBICOKE		
PIN	11374 - 0024 LT	Estate/Qualifier	Fee Simple Absolute
Description	UNIT 2, LEVEL 5, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179		
Address	502 SUITE 00014 NELSON DRIVE ETOBICOKE		
PIN	11374 - 0025 LT	Estate/Qualifier	Fee Simple Absolute
Description	UNIT 3, LEVEL 5, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179		
Address	503 APARTMENT 00014 NELSON DRIVE ETOBICOKE		
PIN	11374 - 0026 LT	Estate/Qualifier	Fee Simple Absolute
Description	UNIT 4, LEVEL 5, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179		
Address	504 APARTMENT 00014 NELSON DRIVE ETOBICOKE		
PIN	11374 - 0027 LT	Estate/Qualifier	Fee Simple Absolute
Description	UNIT 5, LEVEL 5, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179		
Address	505 APARTMENT 00014 NELSON DRIVE ETOBICOKE		
PIN	11374 - 0028 LT	Estate/Qualifier	Fee Simple Absolute
Description	UNIT 6, LEVEL 5, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179		
Address	506 APARTMENT 00014 NELSON DRIVE ETOBICOKE		
PIN	11374 - 0029 LT	Estate/Qualifier	Fee Simple Absolute
Description	UNIT 1, LEVEL 6, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179		
Address	601 APARTMENT 00014 NELSON DRIVE ETOBICOKE		
PIN	11374 - 0030 LT	Estate/Qualifier	Fee Simple Absolute
Description	UNIT 2, LEVEL 6, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179		
Address	602 APARTMENT 00014 NELSON DRIVE ETOBICOKE		

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PIN	11374 - 0031 LT	Estate/Qualifier	Fee Simple Absolute
Description	UNIT 3, LEVEL 6, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO		
Address	ETOBICOKE		
PIN	11374 - 0032 LT	Estate/Qualifier	Fee Simple Absolute
Description	UNIT 4, LEVEL 6, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO		
Address	604 APARTMENT 00014 NELSON DRIVE ETOBICOKE		
PIN	11374 - 0033 LT	Estate/Qualifier	Fee Simple Absolute
Description	UNIT 5, LEVEL 6, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO		
Address	605 APARTMENT 00014 NELSON DRIVE ETOBICOKE		
PIN	11374 - 0034 LT	Estate/Qualifier	Fee Simple Absolute
Description	UNIT 6, LEVEL 6, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO		
Address	606 APARTMENT 00014 NELSON DRIVE ETOBICOKE		
PIN	11374 - 0035 LT	Estate/Qualifier	Fee Simple Absolute
Description	UNIT 1, LEVEL 7, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO		
Address	701 APARTMENT 00014 NELSON DRIVE ETOBICOKE		
PIN	11374 - 0036 LT	Estate/Qualifier	Fee Simple Absolute
Description	UNIT 2, LEVEL 7, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO		
Address	702 APARTMENT 00014 NELSON DRIVE ETOBICOKE		
PIN	11374 - 0037 LT	Estate/Qualifier	Fee Simple Absolute
Description	UNIT 3, LEVEL 7, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO		
Address	703 APARTMENT 00014 NELSON DRIVE ETOBICOKE		
PIN	11374 - 0038 LT	Estate/Qualifier	Fee Simple Absolute
Description	UNIT 4, LEVEL 7, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO		
Address	704 APARTMENT 00014 NELSON DRIVE ETOBICOKE		
PIN	11374 - 0039 LT	Estate/Qualifier	Fee Simple Absolute
Description	UNIT 5, LEVEL 7, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO		
Address	705 APARTMENT 00014 NELSON DRIVE ETOBICOKE		
PIN	11374 - 0040 LT	Estate/Qualifier	Fee Simple Absolute
Description	UNIT 6, LEVEL 7, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO		
Address	706 APARTMENT 00014 NELSON DRIVE ETOBICOKE		

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Properties

PIN	11374 - 0041 LT	Estate/Qualifier	Fee Simple Absolute
Description	UNIT 1, LEVEL 8, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO		
Address	00014 NEILSON ROAD TORONTO		
PIN	11374 - 0042 LT	Estate/Qualifier	Fee Simple Absolute
Description	UNIT 2, LEVEL 8, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO		
Address	802 APARTMENT 00014 NEILSON DRIVE ETOBICOKE		
PIN	11374 - 0043 LT	Estate/Qualifier	Fee Simple Absolute
Description	UNIT 3, LEVEL 8, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO		
Address	ETOBICOKE		
PIN	11374 - 0044 LT	Estate/Qualifier	Fee Simple Absolute
Description	UNIT 4, LEVEL 8, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO		
Address	804 APARTMENT 00014 NEILSON DRIVE ETOBICOKE		
PIN	11374 - 0045 LT	Estate/Qualifier	Fee Simple Absolute
Description	UNIT 5, LEVEL 8, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO		
Address	805 APARTMENT 00014 NEILSON DRIVE ETOBICOKE		
PIN	11374 - 0046 LT	Estate/Qualifier	Fee Simple Absolute
Description	UNIT 6, LEVEL 8, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO		
Address	808 APARTMENT 00014 NEILSON DRIVE ETOBICOKE		
PIN	11374 - 0047 LT	Estate/Qualifier	Fee Simple Absolute
Description	UNIT 1, LEVEL 9, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO		
Address	901 APARTMENT 00014 NEILSON DRIVE ETOBICOKE		
PIN	11374 - 0048 LT	Estate/Qualifier	Fee Simple Absolute
Description	UNIT 2, LEVEL 9, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO		
Address	902 APARTMENT 00014 NEILSON DRIVE ETOBICOKE		
PIN	11374 - 0049 LT	Estate/Qualifier	Fee Simple Absolute
Description	UNIT 3, LEVEL 9, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO		
Address	903 APARTMENT 00014 NEILSON DRIVE ETOBICOKE		
PIN	11374 - 0050 LT	Estate/Qualifier	Fee Simple Absolute
Description	UNIT 4, LEVEL 9, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO		
Address	904 APARTMENT 00014 NEILSON DRIVE ETOBICOKE		

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Properties

PIN	Estate/Qualifier	Fee Simple Absolute
11374 - 0051 LT		
Description	UNIT 5, LEVEL 9, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO	
Address	905 APARTMENT 00014 NELSON DRIVE ETOBICOKE	
PIN	11374 - 0052 LT	Estate/Qualifier Fee Simple Absolute
Description	UNIT 6, LEVEL 9, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO	
Address	906 SUITE 00014 NELSON DRIVE TORONTO	
PIN	11374 - 0053 LT	Estate/Qualifier Fee Simple Absolute
Description	UNIT 1, LEVEL 10, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO	
Address	1001 APARTMENT 00014 NELSON DRIVE ETOBICOKE	
PIN	11374 - 0054 LT	Estate/Qualifier Fee Simple Absolute
Description	UNIT 2, LEVEL 10, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO	
Address	1002 APARTMENT 00014 NELSON DRIVE ETOBICOKE	
PIN	11374 - 0055 LT	Estate/Qualifier Fee Simple Absolute
Description	UNIT 3, LEVEL 10, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO	
Address	1003 APARTMENT 00014 NELSON DRIVE ETOBICOKE	
PIN	11374 - 0056 LT	Estate/Qualifier Fee Simple Absolute
Description	UNIT 4, LEVEL 10, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO	
Address	1004 APARTMENT 00014 NELSON DRIVE ETOBICOKE	
PIN	11374 - 0057 LT	Estate/Qualifier Fee Simple Absolute
Description	UNIT 5, LEVEL 10, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO	
Address	1005 APARTMENT 00014 NELSON DRIVE ETOBICOKE	
PIN	11374 - 0058 LT	Estate/Qualifier Fee Simple Absolute
Description	UNIT 6, LEVEL 10, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO	
Address	1006 APARTMENT 00014 NELSON DRIVE ETOBICOKE	
PIN	11374 - 0059 LT	Estate/Qualifier Fee Simple Absolute
Description	UNIT 1, LEVEL 11, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO	
Address	1101 APARTMENT 00014 NELSON DRIVE ETOBICOKE	
PIN	11374 - 0060 LT	Estate/Qualifier Fee Simple Absolute
Description	UNIT 2, LEVEL 11, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO	
Address	1102 APARTMENT 00014 NELSON DRIVE ETOBICOKE	

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PIN	11374 - 0061 LT	Estate/Qualifier	Fee Simple Absolute
Description	UNIT 3, LEVEL 11, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO		
Address	1103 APARTMENT 00014 NEILSON DRIVE ETOBICOKE		
PIN	11374 - 0062 LT	Estate/Qualifier	Fee Simple Absolute
Description	UNIT 4, LEVEL 11, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO		
Address	1104 APARTMENT 00014 NEILSON DRIVE ETOBICOKE		
PIN	11374 - 0063 LT	Estate/Qualifier	Fee Simple Absolute
Description	UNIT 5, LEVEL 11, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO		
Address	1105 APARTMENT 00014 NEILSON DRIVE ETOBICOKE		
PIN	11374 - 0064 LT	Estate/Qualifier	Fee Simple Absolute
Description	UNIT 6, LEVEL 11, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO		
Address	1106 APARTMENT 00014 NEILSON DRIVE ETOBICOKE		
PIN	11374 - 0065 LT	Estate/Qualifier	Fee Simple Absolute
Description	UNIT 1, LEVEL 12, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO		
Address	1201 APARTMENT 00014 NEILSON DRIVE ETOBICOKE		
PIN	11374 - 0066 LT	Estate/Qualifier	Fee Simple Absolute
Description	UNIT 2, LEVEL 12, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO		
Address	1202 APARTMENT 00014 NEILSON DRIVE ETOBICOKE		
PIN	11374 - 0067 LT	Estate/Qualifier	Fee Simple Absolute
Description	UNIT 3, LEVEL 12, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO		
Address	1203 APARTMENT 00014 NEILSON DRIVE ETOBICOKE		
PIN	11374 - 0068 LT	Estate/Qualifier	Fee Simple Absolute
Description	UNIT 4, LEVEL 12, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO		
Address	1204 APARTMENT 00014 NEILSON DRIVE ETOBICOKE		
PIN	11374 - 0069 LT	Estate/Qualifier	Fee Simple Absolute
Description	UNIT 5, LEVEL 12, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO		
Address	1205 APARTMENT 00014 NEILSON DRIVE ETOBICOKE		
PIN	11374 - 0070 LT	Estate/Qualifier	Fee Simple Absolute
Description	UNIT 6, LEVEL 12, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO		
Address	1206 APARTMENT 00014 NEILSON DRIVE ETOBICOKE		

The applicant(s) hereby applies to the Land Registrar.

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Properties

PIN	Estate/Qualifier	Fee Simple Absolute
11374 - 0071 LT		
Description	UNIT 1, LEVEL 13, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO	
Address	1401 SUITE 00014 NEILSON DRIVE ETOBICOKE	
11374 - 0072 LT		
Description	UNIT 2, LEVEL 13, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO	
Address	1402 APARTMENT 00014 NEILSON DRIVE ETOBICOKE	
11374 - 0073 LT		
Description	UNIT 3, LEVEL 13, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO	
Address	1403 APARTMENT 00014 NEILSON DRIVE ETOBICOKE	
11374 - 0074 LT		
Description	UNIT 4, LEVEL 13, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO	
Address	1404 APARTMENT 00014 NEILSON DRIVE ETOBICOKE	
11374 - 0075 LT		
Description	UNIT 5, LEVEL 13, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO	
Address	1405 APARTMENT 00014 NEILSON DRIVE ETOBICOKE	
11374 - 0076 LT		
Description	UNIT 6, LEVEL 13, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO	
Address	1406 APARTMENT 00014 NEILSON DRIVE ETOBICOKE	
11374 - 0077 LT		
Description	UNIT 1, LEVEL 14, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO	
Address	1501 UNIT 00014 NEILSON DRIVE ETOBICOKE	
11374 - 0078 LT		
Description	UNIT 2, LEVEL 14, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO	
Address	1502 APARTMENT 00014 NEILSON DRIVE ETOBICOKE	
11374 - 0079 LT		
Description	UNIT 3, LEVEL 14, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO	
Address	1503 APARTMENT 00014 NEILSON DRIVE ETOBICOKE	
11374 - 0080 LT		
Description	UNIT 4, LEVEL 14, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 66R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO	
Address	1504 APARTMENT 00014 NEILSON DRIVE ETOBICOKE	

The applicant(s) hereby applies to the Land Registrar.

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Properties

PIN	11374 - 0081 LT	Estate/Qualifier	Fee Simple Absolute
Description	UNIT 5, LEVEL 14, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 68R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO		
Address	1505 APARTMENT 00014 NEILSON DRIVE ETOBICOKE		
PIN	11374 - 0082 LT	Estate/Qualifier	Fee Simple Absolute
Description	UNIT 6, LEVEL 14, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 68R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO		
Address	1506 APARTMENT 00014 NEILSON DRIVE ETOBICOKE		
PIN	11374 - 0083 LT	Estate/Qualifier	Fee Simple Absolute
Description	UNIT 1, LEVEL 15, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 68R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO		
Address	1 APARTMENT 00014 NEILSON DRIVE ETOBICOKE		
PIN	11374 - 0084 LT	Estate/Qualifier	Fee Simple Absolute
Description	UNIT 2, LEVEL 15, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 68R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO		
Address	2 APARTMENT 00014 NEILSON DRIVE ETOBICOKE		
PIN	11374 - 0085 LT	Estate/Qualifier	Fee Simple Absolute
Description	UNIT 3, LEVEL 15, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 68R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO		
Address	3 APARTMENT 00014 NEILSON DRIVE ETOBICOKE		
PIN	11374 - 0086 LT	Estate/Qualifier	Fee Simple Absolute
Description	UNIT 4, LEVEL 15, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 68R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO		
Address	4 APARTMENT 00014 NEILSON DRIVE ETOBICOKE		
PIN	11374 - 0087 LT	Estate/Qualifier	Fee Simple Absolute
Description	UNIT 5, LEVEL 15, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 68R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO		
Address	5 APARTMENT 00014 NEILSON DRIVE ETOBICOKE		
PIN	11374 - 0088 LT	Estate/Qualifier	Fee Simple Absolute
Description	UNIT 6, LEVEL 15, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 68R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO		
Address	6 APARTMENT 00014 NEILSON DRIVE ETOBICOKE		
PIN	11374 - 0089 LT	Estate/Qualifier	Fee Simple Absolute
Description	UNIT 1, LEVEL A, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 68R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO		
Address	1L1 APARTMENT 00014 NEILSON DRIVE ETOBICOKE		
PIN	11374 - 0090 LT	Estate/Qualifier	Fee Simple Absolute
Description	UNIT 2, LEVEL A, YORK CONDOMINIUM PLAN NO. 374, PT LOT 12 CON 5, COLONEL SMITH'S TRACT, PT 1 68R9460 AS IN SCHEDULE 'A' OF DECLARATION B572179 ETOBICOKE, CITY OF TORONTO		
Address	2 APARTMENT 00014 NEILSON DRIVE ETOBICOKE		

The applicant(s) hereby applies to the Land Registrar.

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Applicant(s)

Name YORK CONDOMINIUM CORPORATION NO. 374
Address for Service c/o Banting Property Management Inc.
65 Bristol Road East, Suite 631
Mississauga, ON L4Z 3K8

York Condominium Corporation No. 374 hereby certifies that by-law number 8 attached hereto is a true copy of the by-law. The by-law was made in accordance with the Condominium Act. The owners of a majority of the units of the corporation have voted in favour of confirming the by-law.

I, Wallace Walsh (Secretary), have the authority to bind the corporation.

Statements

Schedule: See Schedules

Signed By

Susana Piu Yiu Shen 20 Queen St., Suite 2500 acting for Applicant(s) Signed 2004 06 09
Toronto M5H 3S1
Tel 416-695-9500
Fax 416-595-8695

Submitted By

MILLER THOMSON 20 Queen St., Suite 2500 2004 06 09
Toronto M5H 3S1
Tel 416-595-8500
Fax 416-595-8695

Fees/Taxes/Payment

Statutory Registration Fee \$60.00
Total Paid \$60.00

CERTIFICATE IN RESPECT OF A BY-LAW
(under subsection 56 (9) of the *Condominium Act, 1998*)

York Condominium Corporation No. 374 (known as the "Corporation") certifies that:

1. The copy of By-law Number 8, attached as Schedule A, is a true copy of the By-law.
2. The By-law was made in accordance with the *Condominium Act, 1998*.
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

Dated this / day of April 2004.

**YORK CONDOMINIUM CORPORATION NO.
374**

Per: 
Wallace Walsh - Secretary

I have authority to bind the Corporation.

**BY-LAW NO. 8
YORK CONDOMINIUM CORPORATION NO. 374**

BE IT ENACTED as a By-Law of York Condominium Corporation No. 374 (the "Corporation") as follows:

By-Law No. 1, save and except for Article VI thereof dealing with the election, in rotation, of directors, is hereby repealed in its entirety, and By-Laws Nos. 2, 5 and 7 are hereby repealed and replaced in their entirety with the following comprehensive by-law in accordance with the *Condominium Act, 1998*.

Article 1 - SEAL

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

Article 2 - YEAR-END

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

Article 3 - RECORDS OF THE CORPORATION

The Corporation shall maintain the following records:

3.1 Documents as required by Section 43(4)

- (a) the seal of the Corporation;
- (b) the minute book for the Corporation including a copy of the registered declaration, registered by-laws, current rules and minutes of owners' meetings and board meetings;
- (c) copies of all agreements entered into by the Corporation or the declarant or the declarant's representatives on behalf of the Corporation during the past six (6) years, including management contracts, deeds, leases, licences and easements;
- (d) copies of all policies of insurance and the related certificates or memoranda of insurance and all insurance trust agreements;
- (e) bills of sale or transfers for all items that are assets of the Corporation but not part of the property;
- (f) the records maintained under subsection 47 (2) and subsection 83 (3); the names and addresses for services of owners and mortgagees who have provided the Corporation in writing with this information;
- (g) as required by the *Condominium Act, 1998* (hereinafter referred to as the "Act"):
 - (i) notice delivered by an owner that his/her unit is leased;
 - (ii) the lessee's name, the owner's address and a copy of the lease or renewal or summary of it; and
 - (iii) notice by an owner that a lease of a unit is terminated and not renewed;

- (h) all records that it has related to the units or to employees of the Corporation including a record of the names and addresses for service of the current unit owners.

3.2 Documents As Required By Section 43(5)

- (a) the existing warranties and guarantees for all the equipment, fixtures and chattels included in the sale of either the units or common elements that are not protected by warranties and guarantees given directly to a unit purchaser;
- (b) the as-built architectural, structural, engineering, mechanical, electrical and plumbing plans;
- (c) the as-built specifications, indicating all substantive changes, if any, from the original specifications;
- (d) all existing plans for underground site services, site grading, drainage and landscaping, and television, radio or other communications services;
- (e) all other existing plans and information not mentioned in clause (b), (c) or (d) that are relevant to the repair or maintenance of the property;
- (f) a table setting out the responsibilities for repair after damage and maintenance and indicating whether the Corporation or the owners are responsible; and
- (g) all reserve fund studies that have been completed.

3.3 Other Records

- (a) All plans to increase the reserve fund under subsection 94 (8) of the Act;
- (b) A copy of all agreements entered into by or on behalf of the Corporation;
- (c) Any report that the Corporation receives from an Inspector in accordance with subsection 130 (5) of the Act;
- (d) copy of any resolution of the Board changing the address for service or the mailing address of the Corporation as registered;
- (e) A copy of all notices sent on behalf of the Corporation;
- (f) A copy of all easements, licenses, or leases entered into by the Corporation;
- (g) All requests for status certificates and a copy of the certificates issued;
- (h) The names of directors and officers, their mailing address and respective terms of office;
- (i) Copies of each tenant's executed acknowledgement and agreement with the Corporation as required pursuant to the declaration;
- (j) A copy of all annual notices of assessment and any extraordinary assessments;
- (k) A copy of all consents for alterations to units and/or the common elements in accordance with the declaration and any by-law of the Corporation including any agreement entered into with an owner to be in accordance with S.98 of the Act;
- (l) Proxies for meetings to be retained for 90 days; and
- (m) Any other information required to be maintained as records by the Act and the regulations made thereunder.

Article 4 - DUTIES OF THE CORPORATION

4.1 Duties of the Corporation

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

- (a) the operation, care, upkeep, maintenance and repair of the common elements and the repair of units when an owner fails to repair as provided for in the Act and in the declaration;
- (b) the collection of contributions toward common expenses from the owners;
- (c) the arranging for the supply of utilities to the common elements and the units, unless separately metered, except where prevented from carrying out such duty by reason of any event beyond the reasonable control of the Corporation. The Corporation shall not be liable for indirect or consequential damage or for damages for personal discomfort or illness by reason of the breach of such duty;
- (d) obtaining and maintaining insurance for the property as may be required by the Act, the declaration or the by-laws;
- (e) the preparation of certificates of lien and status certificates as required by the Act;
- (f) the preparation of an estimated budget in accordance with Article 11.1(b) hereof;
- (g) the supervision of all public or private service companies which enter upon the common elements and into the units for the purpose of supplying, installing, replacing and servicing their systems;
- (h) the employment and dismissal of personnel necessary for the maintenance and operation of the common elements;
- (i) the obtaining and maintaining of fidelity bonds for any person dealing with Corporation monies and in such amounts as the Board may deem reasonable;
- (j) the investment of reserve monies held by the Corporation in accordance with the Act;
- (k) the settling, adjusting or referring to mediation and/or arbitration of any claim or claims which may be made upon or which may be asserted on behalf of the Corporation;
- (l) the purchase and maintenance of insurance for the benefit of all directors and officers (including tail pipe insurance in the case of change of insurers to ensure that directors' actions are protected when the Corporation changes insurers) in respect of anything done or permitted to be done by them in respect of the execution of the duties of their offices except insurance against a liability, cost, charge or expense of such directors or officers incurred as a result of a contravention of any of the duties imposed upon them pursuant to the Act;
- (m) the preparation and maintenance of the records to be kept by the Corporation in accordance with Article 3 hereof;
- (n) the calling and holding of meetings and the delivery of notices, as required;
- (o) the consistent and timely enforcement of the provisions of the Act, the declaration, the by-laws and the rules of the Corporation;

- (p) the entering into of an insurance trust agreement to ensure the disposition of monies in the event of an insurable loss in accordance with the Act and/or the declaration;
- (q) establishing and maintaining adequate reserve funds for the major repair or replacement of the common elements and of the assets of the Corporation in accordance with the Act; and
- (r) the carrying out of the duties of the Corporation and or the Board as required by the Act, the Corporation's declaration and the by-laws, as amended, from time to time.

Article 5 - POWERS OF THE CORPORATION

5.1 Powers of the Corporation

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

- (a) The entering into of an agreement with a person or Corporation to provide professional management for the property. The management agreement shall be in a form acceptable to the Board;
- (b) the mediation and/or arbitration of those matters set out in the Act or any contract or agreement to which the Corporation is a party;
- (c) to authorize and include in the budget for the Corporation for any fiscal year the amounts that the board of directors in its discretion decides it is necessary that the Corporation borrow;
- (d) the borrowing of such amounts as in the Board's discretion are necessary or desirable in order to protect, maintain, preserve or ensure the due and continued operation of the property in accordance with the declaration and by-laws of the Corporation to a maximum sum equivalent to one-twelfth (1/12th) of the annual estimated budget for any one occurrence provided always that any such borrowing shall be without pledge or charge of any of the assets of the Corporation;
- (e) the borrowing of such amounts in excess an amount equal to one-twelfth (1/12th) of the annual estimated budget 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 declaration and by-laws of the Corporation and the securing of any loan of any amount by mortgage, pledge or charge of any asset (other than the reserve fund) of the Corporation, subject in each case to approval of each such borrowing, loan or security by the affirmative vote of 51% of the owners at a meeting duly called for that purpose; and
- (f) conducting, periodically, a building and/or operations audit as deemed appropriate by the Board.

Article 6 -- NOTICE

6.1 Notice to Owner/Mortgagee

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

- (a) delivered personally to the person to whom it is to be given; or
- (b) sent by prepaid ordinary mail addressed to the person at the address shown on the record of the Corporation; or

- (c) sent by facsimile transmission, electronic mail or any other method of electronic communication if the person agrees in writing that the party giving the notice may give the notice in this manner; or
- (d) delivered at the person's unit or at the mail box for the unit, unless the person giving the notice has been advised in writing by the person that delivery is not to be effected in this manner or the address for service on the record of the Corporation is not the address of the unit of the person.

6.2 Delivery

Any notice, communication or other document to be given by the Corporation to any mortgagee will be given or delivered to such person in the manner provided by law.

6.3 Alternate Methods of Communication

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

- (a) when it is delivered personally or delivered to the latest address shown on the record; or
- (b) when it has been deposited in a post office or public letter box; or
- (c) when it is sent by means of facsimile transmission, electronic mail or any other method of electronic communication when delivered by fax according to the confirmation report or when delivered to the appropriate communication company or agency or its representative for dispatch.

6.4 Registration of Ownership

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

6.5 Notice to the Board or Corporation

Any notice, communication or other document to be given to the Board or Corporation shall be sufficiently given if sent by registered mail addressed to the President or Secretary of the Board or Corporation at the address for service of the Corporation set out in the declaration, or such other address for service that has been amended and registered in accordance with the Act.

6.6 Omissions and Errors

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

6.7 Notices of Meetings

At least fifteen (15) days' written notice of each meeting of the owners of the Corporation specifying the place, the date and the hour thereof and the nature of the business to be presented shall be given to each owner and to each mortgagee or chargee entitled to vote who is entered on the register twenty (20) days before the date of the meeting.

Article 7 - BOARD OF DIRECTORS

7.1 Duties

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

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

7.2 Quorum

The number of directors shall be five (5) of whom three (3) shall constitute a quorum for the transaction of business at any meeting of the Board. Notwithstanding vacancies, the remaining directors may exercise all the powers of the Board so long as a quorum of the Board remains in office.

7.3 Qualifications

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

- (a) each director shall be eighteen (18) or more years of age;
- (b) no undischarged bankrupt or mentally incompetent person shall be elected as a director;
- (c) no person whose unit has a certificate of lien registered against his/her unit, pursuant to the *Condominium Act, 1998*, shall be elected as a director;
- (d) no person who is a party to litigation, mediation and/or arbitration against the Corporation shall be elected as a director; or
- (e) a person who is elected or appointed a director is not a director unless,
 - (i) he/she was present at the meeting when he/she was elected or appointed and did not refuse at the meeting to act as a director; or
 - (ii) when he/she was not present at the meeting when he/she was elected or appointed, he/she consented to act as a director in writing before his/her election or appointment or within ten (10) days thereafter.

In addition to those qualifications of directors set out above, it is an integral part of the qualifications of each director that such individual regularly participate in the affairs of the Corporation by attending meetings of the Board.

Where any member of the Board:

- (i) fails to attend four (4) consecutive board meetings, if held at monthly intervals or longer, or
- (ii) fails to attend six (6) consecutive Board meetings, if held at intervals more frequently than monthly, or
- (iii) fails to attend at least 50% of all Board meetings held in any period between one annual meeting and the date which is two (2) months prior to the date of the next annual meeting,

Subject to the application of the last paragraph set forth below, such individual shall no longer be eligible or qualified to continue as a director of the Corporation, such that the director's position shall be deemed vacated, and the remaining members of the Board may fill the vacancy until the next annual meeting (at which time the vacancy shall be filled by election by the unit owners) or, at the Board's discretion, by calling and holding a special meeting of the unit owners to elect a director to fill such vacancy.

The term of office for the vacated position, whether upon election at the next annual meeting or at a special meeting of owners, will continue only for the balance of the remaining period of the original uncompleted three (3) year term, in order to maintain the orderly and staggered rotation of positions on the Board, as provided for in Article VI of By-Law No. 1 of the Corporation.

Notwithstanding the foregoing, if a director is unable to attend the requisite number of meetings set out above by reason of illness or other such circumstances beyond his/her control, the remaining members of the Board, taking into account the director's ability to fully resume Board duties, may by resolution extend the director's eligibility to continue as a director of the Corporation, commencing attendance calculation again.

7.4 Disqualification

A person immediately ceases to be a director if:

- (a) the person becomes an undischarged bankrupt or a mentally incompetent person;
- (b) a certificate of lien has been registered against a unit owned by the person and the person does not obtain a discharge of the lien within 90 days of the registration of the lien;
- (c) the Board member fails to attend the consecutive Board meetings described in Section 7.3 above and is thereby deemed to no longer be eligible or qualified to continue as a director of the Corporation; or
- (d) the Board member is a party to litigation, mediation and/or arbitration against the Corporation.

7.5 Election and Term

Subject to the Act,

- (a) The directors of the Corporation shall continue to be elected in rotation and shall be eligible for re-election as described in Article VI of (original) By-law No. 1. At each annual meeting the number of directors equal to the number of directors retiring in such year shall be elected for a term of three (3) years. The director or directors receiving the greater votes shall complete the longest term, and where the election is to replace resigning director(s) the person(s) received the greater votes shall complete the longest remaining term or terms of the resigning director(s). Where the Board is elected by acclamation, the directors at their first board meeting shall determine the distribution of terms. Directors may be removed before the expiration of their term in accordance with the procedure set forth in the Act; and
- (b) Election to the Board shall be by written ballot.

7.6 Calling of Meetings

- (a) Meetings of the Board shall be held from time to time at such place and at such time and on such day as either the President or a Vice-President who is a director, or any two directors may determine, and the Secretary shall call meetings when directly authorized by the President or by the Vice-President who is a director or by any two directors. Notice of any meeting shall be given personally by ordinary prepaid mail or e-mail or facsimile transmission or by telephone to each director not less than forty-eight (48) hours (excluding any part of a Sunday or of a holiday as defined by the Interpretation Act of Canada for the time being in force) before the time when the meeting is to be held, save that no notice of a meeting shall be necessary if all the directors are present or if those

absent waive notice of or otherwise signify in writing their consent to the holding of such meeting;

- (b) The Board may appoint a day or days in any month or months for regular meetings at a place and hour to be named. A copy of the resolution of the Board fixing a place and time of regular meetings of the Board shall be delivered to each director forthwith after being passed, but no other notice shall be required for any such regular meeting; and
- (c) A meeting of the directors may be held by teleconference or by any other electronic means that allows the directors to participate concurrently if all the directors agree.

7.7 Declaration of Interest

- (a) The provisions in the Act relating to the declaration of interest of any director in any contract or arrangement entered into by or on behalf of the Corporation shall be followed and complied with; and
- (b) In addition, the Board shall, prior to voting on any contract in which a director is interested, obtain at least two (2) other independent bids from other contractors to provide the same supplies or services to the Corporation.

7.8 Limited Liability of Directors and Officers

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

- (a) the acts, neglect or default of any other director or officer;
- (b) any loss or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired by order of the Board for or on behalf of the Corporation;
- (c) the insufficiency or deficiency of any certificate or instrument in or upon which any of the monies of the Corporation shall be invested, provided always that the investment certificate or instrument conforms with the provisions of the Act;
- (d) any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any of the monies, certificates, term deposits, instruments or effects of the Corporation shall be deposited;
- (e) any loss occasioned by an error of judgment or oversight on his/her part provided the Board member has acted in accordance with his/her obligations and duties pursuant to the Act; or
- (f) any other loss, damage or misfortune whatever which shall happen in the execution of the duties of his/her office or in relation thereto;

unless the same shall happen through his/her own dishonest or fraudulent act or acts, bad faith, or wilful misconduct.

7.9 Indemnity of Directors and Officers

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

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

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

unless the same shall happen through his/her own dishonest or fraudulent act or acts, bad faith, or wilful misconduct.

7.10 Consents

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

7.11 Execution of Instruments

- (a) 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;
- (b) Subject to the Act and the declaration but notwithstanding any provisions to the contrary contained in the by-laws of the Corporation, the Board may by resolution at any time and from time to time direct the manner in which and the person or persons by whom any particular deed, transfer, assignment, contract, cheque or obligation or any class of deed, transfer, assignment, contract, cheque or obligation of the Corporation may or shall be signed;
- (c) Any member of the Board, or by resolution of the Board, any authorized agent may execute a status certificate and cause the corporate seal to be affixed thereon provided there is delivered with the certificate a statement under the signature of the authorized agent that he/she has examined the records and confirms that the particulars set out in the certificate are accurate; and
- (d) The manager, any two members of the Board or the Corporation's solicitor may execute a notice of lien or discharge of lien.

Article 8 - OFFICERS

8.1 Election of President

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

8.2 Appointed Officers

From time to time the Board shall appoint a Secretary and may appoint one or more Vice-Presidents, a Treasurer and such other officers as the Board may determine, including one or more assistants to any of the officers so appointed. The officer so appointed may but need not be a member of the Board. One person may hold more than one office and if the same person holds both the office of Secretary and the office of Treasurer he or she may be known as Secretary-Treasurer.

8.3 Term of Office

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

8.4 President

The President shall:

- (a) be the chairperson at all meetings of the Board and of the owners or designate the chairperson at all such meetings;
- (b) have one vote (only) at all meetings of the Board;
- (c) co-ordinate the activities of the remaining members of the Board and officers;
- (d) in the absence of a resolution of the Board specifying another officer, deal directly with the property manager and corporate solicitor in all areas of concern; and
- (e) direct the enforcement of the Act, the declaration, the by-laws and the rules and regulations of the Corporation by all lawful means at the Board's disposal.

8.5 Secretary

The Secretary shall:

- (a) give or cause to be given all notices required to be given to the owners, directors, mortgagees and all others entitled thereto pursuant to the Act or the declaration, by-laws or rules or any contracts to which the Corporation is a party;
- (b) attend meetings of the Board and of the owners;
- (c) enter or cause to be entered in books kept for that purpose minutes of all proceedings at such meetings;
- (d) be the custodian of all books, papers, records, documents and other instruments belonging to the Corporation. This does not require the Secretary to keep these documents in his/her personal custody; and
- (e) cause to have the by-laws registered and notice of the by-laws and of the rules and regulations to be sent to all owners and mortgagees as required by the Act.

8.6 Treasurer

The Treasurer shall:

- (a) prepare, 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) prepare, in consultation with the property manager and others as selected by the Board, a reserve fund plan, if required; and
- (c) prepare, in consultation with those selected by the Board, an investment plan for the Corporation's funds.

8.7 Committees

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

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

Article 9 - MEETINGS OF THE OWNERS

9.1 Annual Meetings

- (a) The annual meeting of the owners shall be held within the City of Toronto at such time and on such day in each year as the Board may determine, for the purpose of hearing and receiving the reports and statements required to be read at and laid before the owners at an annual meeting; electing directors; and for the transaction of such other business as may properly be brought before the meeting; and
- (b) The annual meeting is to take place no later than six (6) months following the end of the Corporation's fiscal year.

9.2 Special Meetings

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

9.3 Persons Entitled to be Present

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

- (a) the owners and mortgagees entered on the record and who are entitled to receive notice of and entitled to vote at the meeting in accordance with the Act;
- (b) any other person entitled to vote thereat;
- (c) others who, although not entitled to vote, are entitled or required under the provisions of the Act or the by-laws of the Corporation to be present at the meeting; and
- (d) any other person on the invitation of the Chairperson of the meeting or with the consent of the meeting.

9.4 Quorum

A quorum for the transaction of business at a meeting of the unit owners is those owners who own together at least 25% of the units. If no quorum is present within a reasonable time after the time appointed for the holding of any meeting of the owners (such reasonable time to be determined by the Chairperson of the meeting) the meeting shall be adjourned and the Board shall call a further meeting of the owners in accordance with the Act.

9.5 Voting

- (a) At each meeting of owners, subject to the provisions of the Act, every owner shall be entitled to vote who is entitled to receive notice of the meeting and is not in arrears of common expenses;
- (b) If the unit has been mortgaged and the right to vote has been given to the mortgagee, subject to (c) below, the owner (or his or her proxy) may nevertheless represent such unit at meetings and vote in respect thereof;
- (c) In the event the mortgagee has notified the Corporation and the owner of the mortgagee's intention to exercise such right at least four (4) days before the date specified in the notice of meeting, the mortgagee or the mortgagee's proxy may exercise the right to vote;

- (d) Any dispute over the right to vote shall be resolved by the Chairperson of the meeting upon such evidence as he/she may deem sufficient;
- (e) The Chairperson shall not, in the case of a tie, cast a deciding vote; and
- (f) Unless otherwise provided by the Act, the declaration or the by-laws, any vote shall be decided by a majority vote of those owners present in person or by proxy at a meeting called for the purpose of holding such vote.

9.6 Method of Voting

- (a) At any annual or special meeting any question may be decided by a show of hands. A declaration by the Chairperson that such question has by a show of hands been carried, is prima facie proof of the fact without further proof of ownership of the votes cast in favour of such question;
- (b) A vote for the election of directors shall be by ballot only;
- (c) Anyone, who has a right to vote, may demand a vote by ballot and upon such demand the vote shall be a ballot vote unless the demand is withdrawn before the ballots are distributed;
- (d) All voting by owners shall be on the basis of and in accordance with the Act; and
- (e) When all ballots have been deposited into the ballot box the scrutineers shall then tabulate the votes for and against the matter being voted upon.

9.7 Proxies

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

9.8 Representatives

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

9.9 Co-Owners

If a unit or a mortgage on a unit is owned by two (2) or more persons, any one (1) of them present or represented by proxy may in the absence of the other or others vote, but if more than one (1) of them are present or represented by proxy, they shall vote in the same way, failing which the vote for such unit shall not be counted.

Article 10 ADDITIONAL RIGHTS OF THE CORPORATION

10.1 Contravention of the Act, the declaration, by-laws and/or rules

The violation of any provisions of the Act, the declaration, the by-laws and/or the rules shall give the Board the right, in addition to any other rights set forth in the Act or in the declaration, to:

- (a) prohibit any person from using the facilities or any part of the common elements of the Corporation for any period of time that the Board acting reasonably, determines appropriate;
- (b) enter the unit in which or with respect to which such contravention exists and to summarily abate and remove at the expense of the owner of the unit, any structure, item or condition that may exist in or about the unit contrary to the intent and meaning of the provisions of the Act, declaration, by-laws and/or rules and the Board shall not be deemed guilty of or liable for any manner of trespass; or
- (c) enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach, including without limiting the generality of the foregoing, any proceeding for compliance pursuant to the provisions of the Act.

10.2 Occupancy

The Corporation hereby adopts as the maximum occupancy for each unit, the occupancy load determination in the Ontario Building Code as prescribed in O. Reg 403/97, being two (2) persons per sleeping room in a dwelling unit.

10.3 Non-Resident Access to Common Elements

Pursuant to S. 56(1)(k) of the *Condominium Act, 1998*, those persons who are not guests of residents and/or who do not live on the premises are not entitled to access or use of any of the facilities within the common element areas of the Corporation.

10.4 Indemnification by Owners

- (a) The owner of a unit is responsible for any cost incurred to repair damage to the owner's unit, the common elements, or other units that may have been caused by the owner or anyone for whom the owner is responsible.
- (b) In the event that damage to the common elements has been caused by the deliberate or negligent conduct of any owner, the owner of that unit shall be responsible for any costs incurred to repair such damage.
- (c) In those cases where it has been determined that the responsibility for payment of the cost to repair is that of the owner, or where an owner requests to repair a common element himself or herself, the Board shall approve the selection of the contractor and/or the method of repair. This decision, at the discretion of the Board, shall be based on the method of repair, the meeting of standards of uniformity and consideration of the convenience of the owner(s) involved.
- (d) Pursuant to subsections 105(2) and (3) of the *Condominium Act, 1998*, where damage occurs in or to a unit (excluding the owner's improvements and personal belongings), and the damage is not caused by an act or omission of the Corporation, the owner of the unit where the damage occurs, shall be responsible for the lesser of the amount of the deductible contained in the Corporation's insurance policy or the cost to repair the damage; and the amount for which the unit owner is responsible pursuant to clause (a) above shall form part of the contributions to the common expenses payable for the particular unit.
- (e) Each owner shall indemnify and save the Corporation harmless from and against any loss or cost, including the insurance deductible and legal costs on a solicitor and client basis, damage, injury or liability which the Corporation may suffer or incur resulting from, or caused by, any act or omission of such owner, to the owner's unit and/or to the common elements and/or to any other units except for any loss, costs, damage, injury or liability insured against by the Corporation, subject to any insurance deductible. All payments to be made by any owner pursuant to this section shall be deemed to be common expenses payable by such

owner, and shall be recoverable in the same manner and upon the same terms as unpaid common expenses.

Article 11 - ASSESSMENT AND COLLECTION OF COMMON EXPENSES

11.1 Manner of assessing common expense contributions

- (a) All expenses, charges and costs of maintenance, repair or replacement of the common elements and the assets of the Corporation and any other expenses, charges or costs which the Board may incur or expend pursuant to its duties shall be assessed by the Board and levied against the owners in the proportions in which they are required to contribute to the common expenses as set forth in the declaration or in accordance with the provisions of the Act and/or the declaration; and
- (b) The Board shall from time to time and at least annually prepare a budget for the property and determine by estimate the amount of common expenses for the next ensuing fiscal year or remainder of the current fiscal year as the case may be. The Board should allocate and assess such common expenses as set out in the budget for such period among the owners, according to the proportion in which they are required to contribute to the common expenses as set forth in the declaration.

11.2 Reserve Fund

- (a) The Board shall establish and maintain (a) reserve fund(s) in accordance with the Act; and
- (b) The reserve fund(s) shall be kept in a separate interest bearing account with any chartered bank or trust company branch, or in a segregated account under the name of the Corporation by a member of the Canadian Investment Dealers Association and insured by the Canadian Investor Protection Fund, all in accordance with Section 115 of the Act; and
- (c) The reserve fund(s) may be invested in "eligible securities" that are registered in the name of the Corporation or held in a segregated account under the name of the Corporation that are convertible to cash within ninety (90) days following a request by the Board, and that have been selected by the Board in accordance with an investment plan adopted by the Corporation based upon the anticipated cash requirements of the reserve fund as set out in the most recent reserve fund study carried out by the Corporation.

11.3 Extraordinary Expenditures

Any expenditure not contemplated in the budget and for which the Board shall not have sufficient funds may be assessed at any time during the year in addition to the annual assessment, by the Board serving notices of such further assessment on all owners which shall include a written statement setting out the reasons for the extraordinary assessment.

11.4 Delivery of Assessments

- (a) The Board shall give notice to all owners of the amount of common expenses payable by each of them respectively determined as aforesaid, and shall deliver copies of each budget on which such common expenses are based, to all owners and mortgagees entered on the record; and
- (b) Extraordinary assessments shall be payable by each owner within ten (10) days after the delivery of notice thereof to such owner, unless a further period of time has been determined by resolution of the Board and set out in such notice.

11.5 Owners' Obligations to pay Assessments

- (a) Each owner shall be obliged to pay to the Corporation the full amount of such annual assessment within ten (10) days after the delivery or mailing of the notice of the annual assessment to the owner. Notwithstanding that common expenses are payable annually, the Board may by resolution permit owners to make their common expense payments in twelve (12) equal monthly instalments. Upon receipt of a request from and for the express convenience of the owner, the Board may adopt, by resolution, a pre-authorized payment or similar plan for the convenience of the owners, provided always that upon cancellation of the plan or any default occurring on the part of the owner, the balance of the annual assessment together with interest accruing thereon from the date of default at the rate specified in this by-law shall become immediately due and payable to the Corporation; and
- (b) If the Board of Directors enacts a resolution permitting unit owners to pay their common expense payments either by pre-authorized chequing or by post-dated cheques, the owners shall arrange for the payment of their proportionate shares of the common expenses by means of a pre-authorized account withdrawal, post dated cheques or other similar automatic payment plan approved by the Board. Where the Board approves a pre-authorized chequing/withdrawal plan the Corporation shall be entitled to debit the bank account of the owner each month to collect one-twelfth (1/12) of the annual assessment. The acceptance by the Board of this alternate method of payment by the owner does not constitute a waiver of the owner's obligation to pay his/her proportionate share of the annual assessment as hereinbefore provided and, where the owner fails to ensure that the Corporation is able to make automatic monthly deductions from the owner's bank account or where the owner terminates the plan or there are insufficient funds in the account to cover the automatic deduction, the then unpaid balance of the owner's assessment for the year shall become immediately due and payable together with interest thereon calculated in accordance with this by-law until paid. The Board may, by resolution, authorize such alternate methods of payment as it may reasonably determine provided always that any such method of payment shall apply consistently to and for the convenience of all owners.

11.6 Default in Payment of Assessment

- (a) Arrears of payment required to be made under the provisions of this Article 11 shall bear interest at the rate of four (4) percentage points above the minimum lending rate charged by the Corporation's bank on Canadian currency loans made by it to prime commercial borrowers in Canada effective as of the date the owner has fallen into arrears and to be varied from time to time in accordance with changes in the said minimum lending rate until payment has been received in full from the owner. Interest at the aforesaid rate shall be charged from time to time on the unpaid balance of common expenses plus unpaid interest and any legal costs incurred by the Corporation in the collection or attempted collection of the unpaid amount and interest shall be charged upon the aggregate total amount monthly and shall be compounded monthly until paid; and
- (b) In any collection or attempted collection proceedings, including lien proceedings and/or sale or other court proceeding instituted by the Corporation to collect common expenses, or other amounts deemed to be common expenses, from the owner, there shall be added to any amount found due all legal costs as between a solicitor and his/her own client and any disbursements incurred in such action.

Article 12 - MISCELLANEOUS

12.1 Invalidity

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

12.2 Waiver

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

12.3 Headings

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

12.4 Amendment

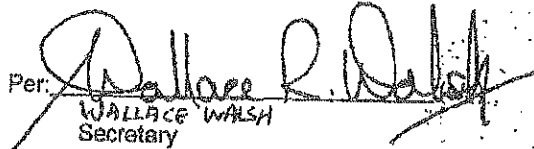
This by-law or any part hereof may be varied, altered or repealed by a by-law passed in accordance with the provisions of the Act and the declaration.

12.5 Conflicts

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

WITNESS the corporate seal of the Corporation this 1st day of April, 2003.

YORK CONDOMINIUM CORPORATION NO. 374

Per: 
WALLACE WALSH
Secretary