

SCHEDULE A

YORK CONDOMINIUM CORPORATION NO. 18

BY-LAW NO.1

Be it enacted as a by-law of York Condominium Corporation No. 18 (hereinafter referred to as the "**Corporation**" or the "**Condominium**") as follows:

ARTICLE I

DEFINITIONS

- 1.01 The terms used herein shall have ascribed to them the definitions contained in The Condominium Act S.O. 1998, as amended, and the regulations made thereunder (all of which are hereinafter referred to as the "**Act**"), and in the Declaration of the Corporation (the "**Declaration**").

ARTICLE II

SEAL

- 2.01 The corporate seal of the Corporation shall be in the form impressed hereon. It shall at no time be used except by authority of the Board previously given.

ARTICLE III

REGISTER

- 3.01 The Corporation shall maintain a record (hereinafter called the "**Register**") which shall note the name and address for service of the owner and mortgagee of each unit who has notified the Corporation of his or her entitlement to vote. The owner's address for service shall be the address of his or her unit, and the mortgagee's address for service shall be the address shown on its mortgage registered in the Land Titles Office, unless the Corporation is given notice of a different address by such owner or mortgagee.

ARTICLE IV

MEETING OF MEMBERS

- 4.01 **Annual Meetings-** The annual meeting of the owners shall be held at such place within the Town of Markham, and at such time and on such day in each year as the Board of Directors of the Corporation (hereinafter called the "**Board**") may from time to time determine, for the purpose of hearing and receiving the reports and statements required by the Act and the By-laws of the Corporation to be laid before the owners at an annual meeting, and for the purposes of electing directors, confirming by-laws passed by directors, appointing an auditor and fixing or authorizing the Board to fix his or her remuneration, and for the transaction of such other business as may be properly brought before the meeting. The Board shall lay before each annual meeting of owners a financial statement made in accordance with generally accepted accounting principles, as well as the report of the auditor to the owners, and such further information respecting the financial position of the Corporation as the by-laws may require. Not more than fifteen (15) months shall elapse between the dates of two successive annual general meetings.
- 4.02 **The First Meeting:** The first annual general meeting shall be held not more than three (3) months after the registration of the Declaration and description. The owners shall, at such first meeting, appoint the Board, and 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 the latter appointment. The remuneration of an auditor so appointed shall be fixed by the owners, or by the Board if authorized to do so by the owners, but the remuneration of an auditor appointed by the Board shall be fixed 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 21 days after the calling of the meeting (hereinafter called 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 this Turnover Meeting, the Declarant or

its agents shall give to the new Board elected at that meeting the Condominium seal and all the books, documents, agreements, plans, warranties, financial records, and all other information required to be transferred pursuant to s.43 of the Act. Furthermore, within sixty (60) days after the Turnover Meeting, the Declarant shall give the Board an audited financial statement prepared as at the date of such meeting.

- 4.04 **Special Meetings:** The Board may at any time call a meeting of the owners of the Corporation for the transaction of any business, the nature of which shall be specified in the notice calling the meeting. The Board shall, upon receipt of a requisition in writing made by owners who together own at least fifteen (15%) percent of the units, are listed in the Register and entitled to vote, call and hold a meeting of the owners, and 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 at any time thereafter provided that the meeting must be held within forty-five (45) days of the date on which the meeting is called; and in such case, the meeting shall be held within sixty (60) days of the receipt of the requisition.
- 4.05 **Notices:** At least fifteen (15) days written notice of the time, place and date of the Turnover Meeting, and of each annual or special meeting, shall be given to the auditor of the Corporation and to each owner and mortgagee who is entered on the Register for at least twenty (20) days before the date of such meeting. The Corporation shall not be obliged to give any notice to any owner who has not notified the Corporation that he has become an owner, or to any mortgagee who has not notified the Corporation that he has become a mortgagee and has been authorized or empowered in his or her mortgage to exercise the right of the mortgagor to vote. Each notice of meeting, as hereinbefore required, shall have appended to it an agenda of the matters to be considered at such meeting. A copy of the minutes of each meeting of the owners shall be sent by registered mail to any mortgagee who is recorded in the Register as having a first mortgage or charge in the units in the Corporation.
- 4.06 **Reports and Financial Statements:** The Corporation shall, at least ten (10) days before the date of any annual meeting of owners, furnish to every owner and mortgagee entered on the Register, a copy of the financial statement as approved by the Board and auditor's report and further information respecting the financial position of the Corporation as required herein. A copy of the minutes of the meetings of owners and of the Board shall, within ten (10) days of such meeting, be furnished to each mortgagee who has, in writing, requested same.
- 4.07 **Persons Entitled to be Present:** The only persons entitled to attend a meeting of owners shall be the owners and mortgagees entered on the Register, the auditor of the Corporation, the directors and officers of the Corporation 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 Chairman of the meeting or with the consent of the majority of those present at the meeting.
- 4.08 **Quorum:** At any meeting of owners, a quorum shall be constituted when persons entitled to vote and owning not less than twenty-five (25%) percent of the units are present in person or represented by proxy at such meeting. If thirty (30) minutes after the time appointed for the holding of any meeting of owners has elapsed and a quorum is not present, the meeting shall be dissolved and shall stand adjourned to the same time on the corresponding day, two weeks therefrom, at such place within the said municipality as the Board shall determine. Notice of the time, day and place of the convening of such adjourned meeting shall be given not less than fifteen (15) days prior to the convening of such meeting.
- 4.09 **Right to Vote:** At each meeting of owners, and subject to the restrictions in Section 4.13 hereof, every owner of a unit that is not intended for parking, storage or signage purposes shall be entitled to vote, if he is currently entered on the Register as an owner or has given notice to the Corporation in a form satisfactory to the Chairman of the meeting that he is an owner. If a unit has been mortgaged, the mortgagor may nevertheless represent such unit at such meetings and vote in respect thereof, unless the mortgage itself expressly authorizes and empowers the mortgagee to vote, in which case such mortgagee may exercise the owner's vote in respect of such unit upon filing with the Secretary of the meeting sufficient proof of the terms of such mortgage, and notifying both the mortgagor and the Corporation of the said mortgagee's intention to exercise his or her right to vote, at least four (4) days before the date specified in the notice for the meeting. Any dispute over the right to vote shall be resolved by the Chairman of the meeting upon such evidence as he may deem sufficient. The vote of each such owner or mortgagee shall be on the basis of one vote per unit, and where two or more persons entitled to vote in respect of one unit disagree on their vote, the vote in respect of that unit shall not be counted.
- 4.10 **Method of Voting:** At any annual, special or Turnover Meeting, any question shall be decided

by a show of hands unless a poll is demanded by a person entitled to attend such meeting as aforesaid, and unless a poll is so demanded, a declaration by the Chairman that such question, by show of hands, been carried is prima facie proof of the same, without proof of the number of votes recorded in favour of, or against, any such question. A demand for a poll, once given, may be withdrawn. Notwithstanding the above, the voting for the election of directors shall be by ballot only.

- 4.11 **Representatives:** An executor, administrator, guardian or trustee of an owner or mortgagee, or the committee of a mentally incompetent owner or mortgagee (and where a corporation acts in such capacity, any person duly appointed as proxy for such corporation) upon filing with the Secretary of the meeting sufficient proof of his or her appointment, shall represent the owner or mortgagee at all meetings of the owners of the Corporation, and may exercise the owner's or mortgagee's vote in the same manner and to the same extent as such owner or mortgagee. If there be more than one executor, administrator, committee, guardian or trustee, the provisions of Section 13 of this Article shall apply.
- 4.12 **Proxies:** Every owner or mortgagee entitled to vote at meetings of owners may, by instrument in writing, appoint a proxy, who need not be an owner or mortgagee, to attend and act at the meeting in the same manner, to the same extent, and with the same powers as if the owner or mortgagee were present himself and shall be valid for a particular meeting of owners. The instrument appointing a proxy shall be in writing signed by the appointer or his or her attorney authorized in writing. The instrument appointing a proxy shall deposit with the Secretary of the meeting before any vote is cast under its authority.
- 4.13 **Co-Owners:** If two or more persons own a unit, or own a mortgage in respect of which a right to vote is exercisable, any one of the owners or mortgagees, as the case may be, may in the absence of the other owner(s) or mortgagee(s) vote, but if more than one of them are present or are represented by proxy, then they shall vote in agreement with each other, failing which the vote for such unit shall be counted.
- 4.14 **Votes to Govern:** At all meetings of owners, every question shall, unless otherwise required by the Act, the Declaration or the By-laws of the Corporation, be decided by a majority of the votes cast on the question, as set out in Section 9 of this Article.
- 4.15 **Entitlement to Vote:** Except where, under the Act or the by-laws of the Corporation, a unanimous vote of all owners is required, an owner is not entitled to vote at any meeting if any common expense or other monetary contribution payable in respect of his or her unit are in arrears for more than thirty (30) days prior to the meeting. A mortgagee is not entitled to vote at any meeting if the owner is in arrears for more than thirty (30) days prior to the date of the meeting.

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:** Until amended by law, 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.
- 5.03 **Qualifications:** Each director shall be eighteen (18) or more years of age and must be an owner of a unit in the Corporation. No undischarged bankrupt or mentally incompetent person shall be a director, and if a director becomes a bankrupt or a mentally incompetent person, he shall thereupon cease to be a director. A director shall cease to be a director if a certificate of lien is registered against his unit for unpaid common expenses and said lien has not been discharged within 90 days of registration.
- 5.04 **Election and Term:** The directors of the Corporation shall be elected for a three (3) year term shall be eligible for re-election. At the first meeting of the owners held to elect directors, five (5) directors shall be elected to hold office for a term of three (3) years.
- 5.05 **Removal of Directors:** A director may be removed before the expiration of his or her term by a vote of owners who together own a majority of the units, and the owners may elect at any annual or special meeting any qualified person in place of any director who has been so removed, or who has died or resigned, for the remainder of his or her term.

- 5.06 **Filling of Vacancies:** If a vacancy in the membership of the Board occurs, other than by way of removal by a vote of owners or as a result of the number of directors being increased, the majority of the remaining members of the Board may appoint any qualified person to be a member of the Board to fill such vacancy until the next annual meeting, at which time the vacancy shall be filled by election by the owners. However, when there is not a quorum of directors in office, the directors then in office shall forthwith call a meeting of owners to fill all the vacancies within thirty (30) days of losing quorum, and in default thereof, or if there are no directors in office, the meeting may be called by any owner.
- 5.07 **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 any other provision in the by-laws, a quorum of directors may, at any time, call a meeting of the directors for the transaction of any business by giving at least 10 days written notice before the day of meeting. For the purposes of establishing the Directors' Notice Period, any notice of a directors' meeting that is mailed or sent by telegram or telefax as aforesaid, shall be deemed to have been received and to be effective on the third (3rd) day (excluding Saturdays, Sundays or statutory holidays) following the date on which same was mailed, or on the next day following the date on which same was telegraphed or telefaxed (excluding Saturdays, Sundays or statutory holidays). A director shall be deemed to waive his right to object to a failure to give the required notice if he attends a Board meeting.
- 5.08 **Regular Meetings:** The Board may appoint a day or days in any month or months for regular meetings at a place and hour to be named. A copy of any resolution of the Board fixing a place and time of regular meetings of the Board shall be sent to each director forthwith after being passed, but no other notice shall be required for any such regular meeting.
- 5.09 **First Meeting of New Board:** The Board may, without notice, hold its first meeting for the purpose of organization, and for the election and appointment of officers, immediately following the meeting of the owners during which time the directors of the Board were elected, provided that a quorum of directors is present.
- 5.10 **Disclosure by Directors of Interest in Contracts:** Every director of the Corporation who has, directly or indirectly, any material interest in any material contract or transaction, to which the Corporation is or will be a party (other than one in which his or her interest is limited to remuneration as a director, officer or employee), shall declare his or her interest in such contract or transaction at a meeting of the directors of the Corporation and shall, at that time, disclose the nature and extent of such interest. Such director shall refrain from voting and shall not, in respect of such contract or transaction, be counted in the quorum. A general notice to the Board by a director declaring that he is a director or officer of, or has a material interest in, any company or other entity that is a party to a contract or proposed contract with the Corporation is a sufficient declaration of his or her interest in relation to any contract so made. If a director has made a declaration or disclosure of his or her interest, and has not voted in respect of the contract or transaction, then such director, if he was acting honestly and in good faith at the time the contract or transaction was entered into, is not by reason only of holding the office of director accountable to the Corporation or to any owners for any profit or gain realized from such contract or transaction, and such contract or transaction is not voidable by reason only of the director's interest therein.
- 5.11 **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.
- 5.12 **Protection of Directors and Officers:** No director or officer shall be liable for the acts, neglect or default of any other director or officer, or for any loss or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired by resolution or order of the Board for or on behalf of the Corporation, or for the insufficiency or deficiency of any security in, or upon which, any of the monies of the Corporation shall be invested, 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 shall be deposited, or for any loss occasioned by an error of judgment or oversight on his or her part, or for any other loss, damage or misfortune which might happen in the execution of the duties of his or her office or in relation thereto, unless the same shall happen through or in connection with his or her own dishonest or fraudulent act or acts.
- 5.13 **Indemnify of Directors and Officers:** Every director and officer of the Corporation and their

respective heirs, executors, administrators and successors shall at all times be indemnified and saved harmless by the Corporation from and against:

- a) all costs, expenses, charges, damages and liabilities which any director or officer suffers, sustains or incurs in respect of any action, suit or proceeding that is brought, commenced or prosecuted against him for or in respect of anything done or permitted to be done by him in connection with the execution of the duties of his or her office (hereinafter collectively referred to as the "Liabilities"); and
- b) all other costs, charges and expenses which such director or officer properly sustains or incurs in relation to the affairs of the Corporation;

unless the Act or the by-laws of the Corporation otherwise provide. The Corporation shall, not later than 1 week after the Turnover Meeting, purchase and maintain insurance for the benefit of every director and officer of the Corporation in order to indemnify them against the Liabilities if same were incurred by any such officer as a result of a contravention of section 24(1) of the Act.

ARTICLE VI

OFFICERS

- 6.01 **Elected Officers:** At the first meeting of the Board, and after each election of 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 may be filled by the Board from among its members.
- 6.02 **Appointed Officers:** From time to time the Board shall appoint a Secretary, and may appoint one or more Vice-Presidents, a General Manager, a Treasurer and such other officers as the Board may determine, including one or more assistants to any of the officers so appointed. The officer so appointed may, but need not be, a member of the Board. One person may hold more than one office, and if the same person holds both the office of the Secretary and the office of Treasurer, he may be known as the Secretary Treasurer.
- 6.03 **Term of Office:** Subject to the provisions of any written agreement to the contrary, the Board may remove at its pleasure any officer of the Corporation.
- 6.04 **President:** The President shall, when present, preside at all meetings of the owners and of the Board, and shall be charged with the general supervision of the business affairs of the Corporation. Except when the Board has appointed a General Manager or Managing Director, the President shall also have the powers and be charged with the duties of that office.
- 6.05 **Vice-President:** During the absence of the President, his or her duties may be performed and his or her powers may be exercised by the Vice-President, or if there are more than one, by the Vice-Presidents in order of seniority (as determined by the Board), save that no Vice-President shall preside at a meeting at the Board or at a meeting of owners who is not qualified to attend such meeting as a director or owner, as the case may be. If a Vice-President exercises any such duty or power, the absence of the President shall be presumed with reference thereto. A Vice-President shall also perform such duties and exercise such powers as the Board may prescribe from time to time.
- 6.06 **Secretary:** The Secretary shall give or cause to be given all notice required to be given to the owners, directors, auditors, mortgagees and all others entitled thereto. He shall attend all meetings of the directors and of the owners and shall enter or cause to be entered in books kept for that purpose, minutes of all proceedings at such meetings. He shall be the custodian of all books, papers, records, documents and other instruments belonging to the Corporation and he shall perform such other duties as may be from time to time 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, he shall control the deposit of the money, the safekeeping of securities and the disbursement of funds of the Corporation. He shall render to the Board at any meeting thereof, or whenever required of him, an account of all his or her transactions as Treasurer and of the financial position of the Corporation, and he shall perform such other duties as may from time to time be prescribed by the Board. The offices of Secretary and Treasurer may be combined.

- 6.08 **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 subdelegate) as the Board may think fit in its sole discretion.

ARTICLE VII

BANKING ARRANGEMENTS AND CONTRACTS

- 7.01 **Banking Arrangements:** The banking business of the Corporation or any party 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, all deeds, transfers, assignments, contracts and obligations on behalf of the Corporation may be signed by the President or a Vice-President, together with the Secretary or any other director. Any contract or obligation within the scope of any management agreement entered into by the Corporation may be executed on behalf of the Corporation in accordance with the provisions of such management agreement. Notwithstanding any provisions to the contrary contained herein, the Board may, subject to the provisions of the Act, at any time and from time to time, direct the manner in which, and the person or persons by whom any particular deed, transfer, contract or obligation or any class of deeds, transfers, contracts or obligations; of the Corporation may or shall be signed.



- 7.03 **Execution of the Estoppel Certificate:** Certificates provided pursuant to Section 76 of the Act may be signed by any officer or any director of the Corporation, with or without the seal of the Corporation affixed thereto, 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 on the 31st day of March in each year.

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 include, but shall not be limited to, the following:
 - a) controlling, managing and administering the common elements and assets of the Corporation;
 - b) operating and maintaining the common elements and assets of the Corporation in a fit and proper condition;
 - c) collecting the common expenses assessed against the owners,
 - d) arranging for the supply of all requisite utility services to the units and common elements, except where the Corporation is prevented from carrying out such duty by reason of any

- event beyond the reasonable control of the Corporation. If any apparatus or equipment used in effecting the supply of any requisite utility service(s) becomes incapable, at any time, of fulfilling its function, or is damaged or destroyed, then the Corporation shall have a reasonable time within which to repair or replace such apparatus, and the Corporation shall not be liable for any indirect or consequential damages, or for damages for personal discomfort or illness by reason of the breach of such duty;
- e) obtaining and maintaining such insurance as may be required by the Act, the Declaration or the by-laws, together with any appraisals of the full replacement cost of the common elements and assets of the Corporation that may be required by the Act, the Declaration or the by-laws of the Corporation for the purposes of determining the amount of insurance to be effected;
 - f) repairing after damage and restoring the units and the common elements in accordance with the provision of the Act, the Declaration and the by-laws;
 - g) obtaining and maintaining fidelity bonds where obtainable, in such amounts as the Board may deem reasonable, for such officers and directors or employees as are authorized to receive or disburse any funds on behalf of the Corporation;
 - h) causing audits to be made after every year-end and making financial statements available to the owners and mortgagees in accordance with the Act and the by-laws;
 - i) effecting compliance by the owners with the Act, the Declaration, the By-laws and the Rules;
 - j) pursuant to s.76 of the Act, providing an estoppel certificate, and such statements and information as may be prescribed by the Act, and the Corporation shall be entitled to a fee (up to the maximum prescribed by the Act from time to time) for providing same, and a duplicate thereof shall be provided without additional charge if requested, provided that the Corporation shall furnish the Declarant with such certificate, statements and information in connection with any sale or mortgage of any unit without any charge or fee whatsoever; and
 - k) taking all reasonable steps to collect from each unit owner his or her proportionate share of the common expenses, and to maintain and enforce the Corporation's lien arising pursuant to Section 85(1) of the Act, against each unit in respect of which the owner has defaulted in the payment of common expenses.

9.02 **Powers of the Corporation:** In addition to the duties and obligations set forth in the Declaration of the Corporation, the powers of the Corporation shall include, but shall not be limited to, the following:

- a) employing and dismissing personnel necessary for the maintenance and operation of the common elements;
- b) adopting and amending the rules of the Corporation concerning the operation and use of the property;
- c) employing a building manager or management company at a compensation to be determined by the Board, to perform such duties and services as the Board shall authorize;
- d) obtaining and maintaining fidelity bonds for any manager where deemed necessary by the Board, and in such manner as the Board may deem appropriate;
- e) investing monies held in the reserve fund(s) by the Corporation, provided that such investment shall be those permitted by The Trustee Act R.S.O. 1990, as amended and the amendments thereto, and convertible into cash in not more than ninety (90) days;
- f) settling, adjusting, compromising or referring to arbitration any claim or claims which may be made against or asserted on behalf of the Corporation;
- g) borrowing such amounts as the Board may determine to be necessary or desirable in its sole discretion, 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 securing any such loan by a mortgage, pledge or charge of any assets owned by the Corporation, and adding the repayment of such loan to the common expenses, provided that each such borrowing or loan shall be subject to approval by the unit owners at a meeting duly called for that purpose;
- h) retaining any securities or other real or personal property received by the Corporation, whether or not the same is authorized by any law (present or future) for the investment of trust funds;
 - 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 deems advisable, and to do all things and execute all documents required to give effect to the foregoing;
 - j) leasing any part of the common elements or granting any easement or license over, upon, under or through any part of parts of the common elements, by way of a special by-law, except those parts of the common elements over which any owner has the exclusive use; and
 - k) the power and authority to enter into (and bind the Corporation to the terms and provisions of) the following agreements, namely:
 - i) a property management agreement;
 - ii) an insurance trust agreement with a Chartered Bank or Insurance Company, if necessary;
 - iii) a hydro service agreement, if necessary;
 - iv) a cable television service agreement, if necessary,
 - v) a gas service agreement, if necessary;

and any other agreements which may be permitted by the Act and which are deemed advisable, desirable or necessary by the Board of Directors, from time to time; and
 - l) To enter into, abide by and comply with, the terms and provisions of the following outstanding agreements (and any successor or supplementary agreement(s) with respect thereto) which are (or will be) registered against the units and/or common elements (hereinafter collectively referred to as the "Outstanding Municipal Agreements"), namely:
 - i) any outstanding site plan/development agreement between the Declarant and the Town of Markham (the "City");
 - ii) any outstanding agreement between the Declarant and the City pertaining to outstanding municipal concerns involving the ongoing operation and maintenance of the Condominium; and
 - iii) any encroachment, Right of Way, or Easement agreements with the City or an adjoining owner.

ARTICLE X

NOTICE

10.01 **Method of Giving Notices:** Except as otherwise provided in the Act, any notice, direction or other instrument required or desired to be given, shall be given as follows:

- i) To an owner by giving same to him or her (or to any director or officer of the owner), either personally or by ordinary mail postage prepaid, addressed to the owner at the address for service given by such owner to the Corporation for its record, or if no such address has been given to the Corporation then to such owner at his or her respective unit or at the mail box for the unit or by facsimile transmission, electronic mail or other electronic communication if the owner agrees in writing to this method of notice.

- ii) To a mortgagee who has notified the Corporation of his or her interest in any unit, by giving same to such mortgagee (or to any director or officer of such mortgagee) either personally or by ordinary mail, postage prepaid, addressed to such mortgagee at the address for service given by such mortgagee to the Corporation or by facsimile transmission, electronic mail or other electronic communication if the mortgagee agrees in writing to this method of notice.
- iii) To the Corporation by giving same to any director or officer of the Corporation, either personally or by ordinary mail, postage prepaid, addressed to the Corporation at its address for service.

If any notice is mailed as aforesaid, then same shall be deemed to have been received (and to be effective) on the second (2nd) day following the day on which same was mailed.

- 10.02 **Receipt of Notice:** If any notice is mailed as aforesaid, such notice shall be deemed to have been received (and to be effective) on the second (2nd) day following the day on which same was mailed.
- 10.03 **Omissions and Errors:** Except as provided in 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 Re Common Expenses:** The common expenses, as provided for the Act and in the Declaration, shall be assessed by the Board and levied against the owners in the proportions in which they are required to contribute thereto pursuant to the provisions of Schedule D of the Declaration. The Board shall, from time to time, and at least once annually, prepare the budget for the property and determine, by estimate, the amount of common expenses for the next ensuing fiscal year or remainder of the current fiscal year, as the case may be.
- 11.02 **Duties of the Board Re Reserve Fund:** In addition to the foregoing, the Board shall make provision for a reserve fund in the annual budget, for the major repair and replacement of the common elements and assets of the Corporation. The Corporation shall establish and maintain this reserve fund, and shall collect from the owners as part of their contribution towards the common expenses, amounts that the Board determines sufficient for such major repair and replacement, calculated on the basis of expected repair and replacement costs and life expectancy of the common elements and assets of the Corporation.
- 11.03 **Notice of Common Expenses to Owners:** The Board shall advise each owner promptly in writing of the total amount of common expenses payable by each owner respectively, and shall give copies of all budgets on which such common expenses are based to all owners and mortgagees entered on the Register, in accordance with the provisions of the by-laws of the Corporation.
- 11.04 **Owner's Obligations:** Each owner shall be obliged to pay to the Corporation the amount of common expenses assessed against such owner. In equal monthly payments on the first day of each and every month for the 12-month period or other period of time to which such assessment is applicable, until such time as a new assessment is given to such owner. If the Board so directs, each owner shall forward to the Corporation forthwith a series of post-dated cheques covering the monthly common expenses payable during the period to which such assessment relates. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any rules and regulations of the Corporation in force from time to time by any unit owner, or by members of his or her family and/or their 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:** Extraordinary expenditures not contemplated in the foregoing budget for which the Board shall not have sufficient funds, and funds required to establish reserves for contingencies and deficits, may be assessed at any time during the year in addition to the annual assessment, by the Board serving notice(s) of such further assessment(s), on all owners. The notice shall include a written statement setting out the reasons for the extraordinary assessment shall be payable by each owner within ten (10) days from the date of the receipt of

such notice, or within such further period of time and in such instalments as the Board may otherwise determine.

11.06 **Conveyance of Unit:** No owner shall be liable for the payment of any part of the common expenses assessed against his or her unit prior to a transfer by him of such unit, but payable by him subsequent thereto, provided that he first gives notice of such assessment to the transferee of such unit.

11.07 **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 (24%) percent per annum, calculated and compounded monthly, not in advance, until paid, and shall be deemed to constitute a reasonable charge incurred by the Corporation in collecting the unpaid amounts within the meaning of the Act.

b) In addition to any remedies or liens provided by the Act, if any owner is in default of payment of a common expense assessment levied against him for a period of fifteen (15) days, then the Board may bring legal action for and on behalf of the Corporation to enforce collection thereof, and there shall be added to any amount found due, all costs of such action, including costs on a solicitor-and-client basis.

ARTICLE XII

DEFAULT

12.01 **Notice of Unpaid Common Expenses:** The Board, whenever so requested in writing by an owner or mortgagee entered on the Register, shall promptly report to such owner or mortgagee any unpaid common expenses due from, or any other default by, any owner, as well as any other monies claimed by the Corporation against any owner which are thirty (30) days past due.

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

12.03 **Notice of Lien:** Where a lien for arrears of common expenses arises in favour of the Corporation pursuant to s.85(1) of the Act, the Corporation shall, on or before the day a notice of lien is registered, give notice of the lien to every encumbrancer whose encumbrance is registered against the title of the unit, by personal service of the notice or by sending the notice by registered prepaid post addressed to the encumbrancer at his or her last known address.

ARTICLE XIII

RULES GOVERNING THE USE OF UNITS AND COMMON ELEMENTS

13.01 The Board may make rules respecting the use of the common elements and units, in order to promote the safety, security and welfare of the owners and of the property, or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and of other units. Any rules 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 the rules. If such meeting of owners is required, then the rules shall become effective only upon approval at such meeting.

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

13.03 The rules and regulations attached hereto as Schedule "A" have been adopted by the Board and shall be deemed to be effective thirty (30) days after notice thereof has been given to each owner, and which notice shall be given forthwith after the registration of the Declaration.

ARTICLE XIV

FINES FOR BREACH OF DECLARATION, BY-LAWS OR RULES

- 14.01 **Fines:** The Corporation may issue notices of fines to unit owners and their tenants, if applicable, for any breach of the Corporation's Declaration, By-laws, Rules or Regulations which notices shall:
- (a) Set out clearly the offence of the unit owner or tenant within ten (10) days of the alleged offence;
 - (b) Set out the amount of the fine as predetermined by the Board and amended from time to time;
 - (c) Set out the method and place of payment;
 - (d) Set out the interest rate on unpaid fines; and
 - (e) Set out that unpaid fines may form a lien on their unit.
- 14.02 **Signing Authority:** Each Notice of Fine shall be clearly dated and signed by two (2) members of the Board.
- 14.03 **Fine Provisions:** Each Notice of Fine shall also set out that upon the expiration of thirty (30) days the amount of an unpaid fine shall double without further notice. After further default in payment of the fine, the total fine shall bear interest at the rate of 1.5% per month (18% per annum) and the Corporation may without further notice to the owner and or/tenant institute lien proceedings in accordance with the Act.
- 14.04 **Lien Amounts:** In any lien proceeding instituted by the Corporation to collect common expenses of fines from the owner, there shall be added to any amount found due all costs of such action including costs as between a solicitor and his own client.

ARTICLE XV

MISCELLANEOUS

- 15.01 **Invalidity:** The invalidity of any part or parts of this by-law shall not impair or effect in any manner the validity and enforceability of the balance thereof.
- 15.02 **Gender:** The use of the masculine gender in this by-law shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include plural wherever the context so requires.
- 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 to enforce the same irrespective of the number of violations or breaches thereof which may occur.
- 15.04 **Headings:** The headings in the body of this by-law form no part hereof but shall be deemed to be inserted for convenience of reference only.
- 15.05 **Statutory References:** Any references to a section or sections of the Act in this by-law (or in any bylaws or rules hereafter enacted by the Corporation) shall be read and construed as a reference to the identical or similarly appropriate section or sections (as the case may be) of any successor legislation to the Act.

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DATED at the Town of Markham, this ____ day of _____, 200_.

York Condominium Corporation No. 18 hereby enacts the foregoing by-law, having been duly approved by all of the directors of the Corporation and confirmed, without variation, by the Declarant who owns 100 percent of the units in the Corporation, pursuant to the provisions of The Condominium Act S.O. 1998, as amended.

YORK CONDOMINIUM CORPORATION NO. 18

Per: _____
President

Per: _____
Vice-President

I have authority to bind the Corporation

SCHEDULE A**PROVISIONS GOVERNING COMMON ELEMENTS AND UNITS**

In addition to the provisions of the Declaration, and until otherwise decided by a vote of members owning a majority of the common elements, the use of the common elements shall be in accordance with the following restrictions and stipulations for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements.

1. The sidewalks, walkways, passages and driveways, shall not be obstructed or used for any other purpose than exiting or entering the units and parking areas within the common elements.
2. No motor vehicle other than a private passenger automobile shall be parked in any parking space within the common elements.
3. No motor vehicle shall be driven on any part of the common elements other than on a driveway or parking space.
4. No motor vehicle, house, tent or other trailer, boat, snowmobile, mechanical toboggan, machinery or equipment or any kind shall be parked on any part of the common elements other than as provided in sub-paragraph 3 hereof.
5. No repairs or adjustments to motor vehicles or automobiles may be carried out on the common elements.
6. No one shall harm, mutilate, destroy, alter or litter any of the landscaping work on the property, including grass, trees, shrubs, hedges, flowers, flower beds, fences or railings.
7. No animals, livestock or fowl of any kind shall be kept on any part of the common elements.
8. No stores of coal or any combustible, inflammable or offensive goods, provisions or materials shall be kept on any part of the common elements.
9. No building or structure or tent shall be erected and no trailer, either with or without living, sleeping, or eating accommodation, shall be placed, located, kept or maintained on the common elements.
10. No part of the common elements shall be used for the erection, placing or maintenance of clotheslines, incinerators, garbage disposal equipment, recreation or athletic equipment, fences or other barriers, hedges, gardens or other vegetation or for the disposal of rubbish, garbage or waste.
11. No private passenger automobile which is not being used during the day or which is undergoing repairs of any nature shall be parked or located upon the common elements or any part thereof; and all automobiles may be parked only in locations properly paved and provided for them.
12. No television antenna, aerial, tower or picture and appurtenances thereto shall be erected on any part of the common elements.
13. No signs, billboards, notices, or other advertising matter of any kind (except ordinary signs offering a unit for sale or rent with dimensions not exceeding two (2) feet by three (3) feet, located so as not to damage any part of the common elements) shall be placed on any part of the common elements without prior written consent of the Corporation.
14. Each unit owner shall be entitled to the exclusive right of the use and possession of that patio, if any, which adjoins his unit and to which his unit provides direct access, subject only to the by-laws and regulations of the Corporation.

PROVISIONS RESPECTING THE UNITS: In addition to the provisions of the Declaration, the use of the units shall be in accordance with the following restrictions and stipulations:

15. No laundry shall be hung other than on the inside of a unit.
16. No awnings or shades shall be erected over and outside of the windows, nor shall any articles be hung or placed on any outside window sills of a unit.

17. No pet deemed by the Board of Directors to be nuisance shall be kept in any unit.
18. Nothing may be thrown out of the windows or doors of a unit.
19. The use of and covering of the interior surfaces of all windows, whether by drapes, shades or other items visible on the exterior of the building shall be subject to the rules and regulations of the Corporation.

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