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1971 and entered in
Vol. 1 of the Parcel Constitution
Index

Condominium Plan No. 34



LAND TITLES OFFICE
TORONTO, ONT.
JUN 28 1971

③ B289748

DATED: 28th June 1971.

YORK CONDOMINIUM CORPORATION
No. 34.

BY-LAW NO. 4

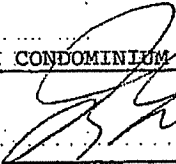
Messrs. Rubino and Rubino,
Barristers and Solicitors,
401 Bay Street, Suite # 2112,
P. O. Box # 26,
Toronto 103, Ontario.

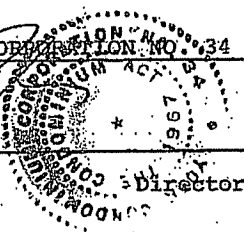
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C E R T I F I C A T E

YORK CONDOMINIUM CORPORATION NO. 34 hereby certifies that the By-law attached hereto was made in accordance with The Condominium Act, 1967, Statutes of Ontario, Chapter 12, and any amendments thereto, the Declarations and By-laws of the Corporation.

DATED at Toronto this 10th day of June 1971.

YORK CONDOMINIUM CORPORATION NO. 34
PER: 
Director



BY-LAW NO. 4

A By-law respecting the entering into
of Management Agreements

BE IT ENACTED as a By-law of
YORK CONDOMINIUM CORPORATION NO. 34

(hereinafter referred to as "the Corporation") as follows:-

That the President and Secretary may from time to time
enter into an Agreement with any person or corporation respecting
the management of one or all of the Corporation's properties in
the general form, a copy of which is hereto annexed.

The foregoing by-law is hereby enacted and passed by the
Directors of the Corporation, as evidenced by the respective sig-
natures hereto of all the Directors.

DATED this 10th day of June 1971 .

[Signature] [Signature]
[Signature] [Signature]
[Signature] [Signature]

The foregoing by-law is hereby confirmed by all the Members of
the Corporation, as evidenced by their respective signatures hereto.

DATED this 10th day of June 1971 .

STEVAL CONSTRUCTION LIMITED

PER:

[Signature]

President



LAND TITLES ACT

I, MURRAY MENKES, of the City of Toronto, in the Municipality of Metropolitan Toronto, make oath and say:

1. I am President of STEVAL CONSTRUCTION LIMITED.
2. MURRAY MENKES whose signature is affixed to the annexed (or within) document is the President of the Company and the seal affixed thereto is the Corporate Seal of the said Company.
3. Under the by-laws of the Company the President is empowered to execute on behalf of the Company all deeds and other instruments requiring the seal of the Company.
4. The said Company is, I verily believe the owner of the land mentioned in the said By-law.

SWORN BEFORE ME at the City
of Toronto, in the Municipality
of Metropolitan Toronto, this 10th day of
June 1971.
Sigrid Christa Dodd
A Commissioner etc.



SIGRID CHRISTA DODD, a Commissioner,
etc., Province of Ontario, L. RUBINOFF
and RUSSELL, Solicitors.
Expires April 19th, 1973.

Handwritten mark

MANAGEMENT AGREEMENT

THIS AGREEMENT made in duplicate this 10th day of
June 1971.

B E T W E E N :

YORK CONDOMINIUM CORPORATION NO. 34.
A Corporation created under The
Condominium Act, Statutes of Ontario,
1967, Chapter 12,

(Hereinafter called the "CONDOMINIUM CORPORATION")

OF THE FIRST PART,

- and -

STEVAL CONSTRUCTION LIMITED, A Company incorporated
under the Laws of the Province of Ontario and having
its Head Office at the City of Toronto,

(Hereinafter called the "MANAGER"),

OF THE SECOND PART.

WHEREAS the Condominium Corporation was created pursuant to
the provisions of The Condominium Act, Statutes of Ontario, 1967,
Chapter 12, and the Regulations made thereunder; and

WHEREAS the property and assets of the Condominium Corpora-
tion are situate in the Township of Markham,
in the County of York, on the lands and premises formerly des-
cribed as the whole of Blocks A & B, according to a Plan of Sub-
division registered in the Office of Land Titles at Toronto
as No. M-1345 and being known municipally as BAYVIEW Avenue.
;and

WHEREAS the Condominium Corporation wishes to have its
property and assets managed by professional management and desires
to appoint the Manager as manager to manage the property and assets
of the Condominium Corporation, subject to the terms and conditions
of this Agreement;

WHEREAS the Manager desires to manage the property and assets
of the Condominium Corporation, and agrees to accept an appointment
as said manager, in accordance with the terms and conditions of
this Agreement.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH THAT in consider-
ation of the premises, the mutual covenants and agreements herein

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Canada, now paid by each of the Parties hereto to the other of them (the receipt whereof is hereby acknowledged), the Parties hereto have agreed and do hereby mutually covenant and agree each with the other as follows:

1) The terms, expressions, words and phrases used herein shall have ascribed to them the definitions and meanings contained in The Condominium Act, Statutes of Ontario, 1967, Chapter 12, as amended, and the Regulations made thereunder, (said Act and Regulations are hereinafter referred to as the "Act").

2) The Condominium Corporation hereby appoints the Manager to be its sole and exclusive representative, Manager and Agent, subject in all respects to the over-all control and instructions of the Condominium Corporation and its Directors and to the specific provisions of this Agreement, to manage the property and assets of the Condominium Corporation for a term of Two (2) years commencing upon the date of the registration of the Declaration which creates the Condominium Corporation pursuant to the provisions of the Act, and for the purposes thereof, in the name of the Condominium Corporation, to act on its behalf in carrying out the duties of the Manager, as Manager, as herein set out, and to enter into such contracts and agreements in the name of the Condominium Corporation as may be necessary in the performance of such duties as such sole and exclusive representative, Manager and Agent of the Condominium Corporation. Provided however, that upon the expiration thereof, the said Two (2) year term shall be extended for an additional One (1) year term at the written request of The Bank of Nova Scotia to be made at least ninety (90) days prior to the expiration of said Two (2) year term.

3) The Manager hereby accepts such appointment as sole and exclusive representative, Manager and Agent of the Condominium Corporation and it covenants and agrees to manage the property and assets of the Condominium Corporation on behalf of the Condominium Corporation in a faithful, diligent and honest manner and that it shall, in all respects, be subject to the specific instructions of the Condominium Corporation and its Board of Directors and to each and every term and condition in this Agreement contained, and it further agrees to carry out forthwith the instructions of the Condominium Corporation and its Board of Directors.

4) The Manager acknowledges that it is familiar with the terms of the Declaration, By-Law No. 1, including the Common Element Rules attached to said By-Law No. 1 as Schedule "A", and any other By-Laws

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5) The Manager, in the performance of its duties hereunder, shall:

- (a) enforce all the terms and provisions of the Declaration, By-Law No. 1, including the Common Element Rules attached thereto, and any other By-Laws, and all other Rules and Regulations and any and all amendments thereto, which presently exist or which may hereafter be made by the Condominium Corporation and notified to the Manager in writing.
- (b) forthwith communicate to all owners of units the full text and meaning of any and all further By-Laws or Rules and Regulations;
- (c) advise and consult with the Board of Directors of the Condominium Corporation with respect to any further By-Laws or Rules and Regulations which, in the opinion of the Manager, ought to be established to further the harmonious and satisfactory operation of the property and assets of the Condominium Corporation for the common benefit of the owners of the units;
- (d) prepare and keep current the records referred to in Article XII of By-Law No. 1 of the Condominium Corporation, except minutes of meetings of the Board of Directors and of members of the Condominium Corporation, from the information supplied to the Manager by the Board of Directors;
- (e) collect and receive all moneys payable from time to time by the owners of units to the Condominium Corporation pursuant to the provisions in the Declaration and By-Laws, in trust for the Condominium Corporation, and to deposit the same forthwith in a separate trust account to be opened and maintained by the Manager, or as the Board of Directors may otherwise from time to time direct. All such moneys shall thereafter be held in trust by the Manager and be used:
 - (i) to make payments of all accounts properly incurred by or on behalf of the Condominium Corporation;
 - (ii) to arrange and pay for the insurance required by the Condominium Corporation in accordance with the provisions of the Declaration and By-Laws, and the amounts of such insurance shall be as directed by the Board of Directors;
 - (iii) to repair and maintain or cause to be so repaired and maintained, those parts of the property and assets of the Condominium Corporation which require repair and maintenance by the Condominium Corporation in accordance with the provisions of the Declaration and

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By-Laws, and, without limiting the generality of the foregoing, such repair and maintenance shall include all lawns and landscaped areas, snow removal, the keeping of the Common Elements in a neat and tidy condition by the removal of litter therefrom keeping in good working order the plumbing and hot water systems, keeping the heating system and all electrical wiring circuits and lighting fixtures in the Common Elements in good working order and providing all necessary light bulbs, provide for the removal and disposal of garbage, maintain such staff as may be required at all times promptly and efficiently to carry out the foregoing, and any other requirements and instructions of the Condominium Corporation and its Board of Directors;

- (f) open and keep proper and accurate books of account of all the financial transactions involved in the management of the property and assets of the Condominium Corporation, and entries shall be made therein of all matters as are usually written and entered in books of accounts kept by persons engaged in concerns of a similar nature to that carried on by the Condominium Corporation; and all books, securities, letters and other things belonging to or concerning the Condominium Corporation, its property and assets, as managed by the Manager, as Manager, shall be kept at such office or offices of the Manager where the management of the property and assets of the Condominium Corporation is carried on; the books of the Manager shall be audited yearly by an accountant, at the expense of the Condominium Corporation, and more frequently if required by the Board of Directors; all books and documents connected with the management of the property and assets of the Condominium Corporation shall be accessible to the Board of Directors and/or the officers of the Condominium Corporation, who shall have free access at all reasonable times to inspect, examine and copy them;
- (g) render to the Board of Directors quarterly statements of income and expenditures in reasonable detail, with respect to the management of the property and assets of the Condominium Corporation.

6) The duties of the Manager shall not include the duties of the officers of the Condominium Corporation as set forth in By-Law No. 1, or any future amendments hereto, or in other By-Laws of the Condominium Corporation, except as specifically otherwise provided in this Agreement.

7) The Manager may engage or use any person, firm or company associated, affiliated or otherwise connected with it, including a parent or subsidiary company, (hereinafter called an "affiliate") to perform any work or services for the Condominium Corporation within the scope of the Manager's duties pursuant to the terms and conditions of this Agreement, without being in breach of any fiduciary relationship with the Condominium Corporation subject, however, to the following provisions:

(a) where the cost of performing such work or services does not exceed the sum of One Thousand Dollars (\$1,000.00) the Manager shall be entitled to have such work and services performed by such affiliate; and

(b) any work or services to be performed, the cost of which exceeds the sum of One Thousand Dollars (\$1,000.00) shall not be performed by any affiliate unless the Manager has either first obtained the approval in writing of the Board of Directors, or has obtained two written tenders from parties other than such affiliate and has the work performed by such affiliate at a cost not exceeding the lower of such tenders.

8) Upon the registration of the Declaration and thereafter at least sixty days prior to the beginning of each fiscal year of the Condominium Corporation during the term of this Agreement, the Manager shall furnish to the Board of Directors in writing an estimated budget for the next ensuing fiscal year setting forth by categories the Manager's best estimate of all expenses of the operation of the property and assets of the Condominium Corporation, including payments for the Reserve Fund, for the next ensuing fiscal year including, without limiting the generality of the foregoing, any taxes payable by the Condominium Corporation, insurance premiums, water, gas and electricity rates and all costs of all repairs, renewals, maintenance and supervision of the property and assets of the Condominium Corporation; upon request of the Board of Directors or whenever in the opinion of the Manager any change from the expenditures forecast in the annual budget makes it desirable to do so, the Manager shall submit to the Board of Directors a supplementary budget covering the expense of the operation of the property and assets of the Condominium Corporation for the then remaining portion of the then current fiscal year. The Manager will at all times hold itself available for consultation with the Board of Directors for the purpose of establishing or revising the common

of the Declaration and By-Laws.

9) The Manager will at all times keep the Board of Directors and all owners of units advised of the telephone number or numbers at which an agent or employee of the Manager may be reached at any time during normal business hours in respect of any infraction of the Declaration, the By-Laws, the Common Element Rules or any other Rules and Regulations, or at any time during the day or night in respect of any emergency involving the property and assets of the Condominium Corporation, and the Manager will make arrangements to deal promptly with such infractions and immediately with any emergency arising in connection with the maintenance and operation of the property and assets of the Condominium Corporation. The Manager shall deal in the first instance with minor emergencies and infractions and shall forthwith report to the Board of Directors any major emergency or persistent, flagrant or serious violation of the Declaration, the By-Laws, the Common Element Rules or any other Rules and Regulations. It is understood and agreed by the Parties hereto that the Manager shall, in its discretion, determine whether or not an emergency exists and whether or not such emergency is of a minor or major nature.

10) The Condominium Corporation shall:

(a) Pay to the Manager, as remuneration for its services in managing the property and assets of the Condominium Corporation pursuant to the terms and conditions of this Agreement, a monthly fee of Five Hundred and Eighty Dollars ----- (\$580.00) -----

It is understood and agreed that the remuneration payable to the Manager under this sub-clause (a) of Clause (10) hereof does not include any of the costs incurred by the Manager in carrying out the performance of any of the services to be performed by the Manager pursuant to paragraph (iii) of sub-clause (c) of Clause (5) hereof, the costs of which services shall be an additional charge to the Condominium Corporation.

(b) Reimburse the Manager promptly for any moneys which the Manager may elect to advance for the account of the Condominium Corporation, provided that nothing herein contained shall be construed so as to obligate the Manager to make any such advance.

(c) Except in the case of negligence or wrongful act or omission on the part of the Manager, its officers, directors, servants, agents, employees or workmen, indemnify and save harmless the Manager from and against any and all loss, claims, damages, costs, expenses and liability due to or arising out of damage

or injury to any person or persons or property in or about or in any way connected with the property and assets of the Condominium Corporation, or as a result of any act done, or any failure to do any act in carrying out the management of the property and assets of the Condominium Corporation or in following the terms and conditions in this Agreement or any specific instruction or instructions hereafter given, and to defend at the expense of the Condominium Corporation all suits which may be rendered against the Manager on account thereof; provided that nothing contained in this sub-clause (c) of Clause (10) hereof shall release the Manager from any liability to the Condominium Corporation in respect of a breach of any of the Manager's covenants contained in this Agreement.

(d) Deliver to the Manager copies of all By-Laws, Common Element Rules and any other Rules and Regulations made by the Condominium Corporation or by the Board of Directors or the owners of the units.

- 11) (a) Notwithstanding anything herein contained the Corporation shall pay to the Manager for services performed hereunder including disbursements the sum of \$1,739.90 monthly for a period of one year from the date of registration of the Declaration.
- (b) The parties hereto acknowledge and agree that the Manager shall not be required to account to the Corporation for fees received by the Manager and of disbursements made by the Manager during the aforementioned period; and that if the disbursements made by the Manager in the performance of its duties hereunder exceed the fees payable by the Corporation the Manager shall have no claim against the Corporation for such excess.

12) The Manager may, at its option, terminate this Agreement by giving notice in writing to the Condominium Corporation to such effect upon termination of the government of the property by the Act, and upon said termination of this Agreement all obligations of the Manager shall cease and the Condominium Corporation shall pay to the Manager any moneys due to it up to the date of said termination of this Agreement.

13) The Condominium Corporation may terminate this Agreement for cause upon giving ninety (90) days' notice in writing to the Manager to such effect, provided that sixty-six and two-thirds per cent (66-2/3%) of the members of the Condominium Corporation have voted to authorize such termination by resolution passed at a general meeting of the Condominium Corporation duly called and held for that purpose. Without limiting the generality of the foregoing, cause shall be deemed to include the failure of the Manager to observe and perform its cov-

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enants and agreements herein contained within ten (10) days after receiving notice in writing from the Condominium Corporation of such failure; or if the Manager becomes bankrupt or is declared insolvent or makes an authorized assignment for the benefit of creditors or petitions for its winding up.

14) The Manager agrees that it will do no act nor fail to carry out any of its obligations so as to hinder or restrict it in performing its obligations hereunder, nor shall it do anything whatsoever which may encumber it, or cause it to become bankrupt or insolvent.

15) Any notice, direction or other instrument required or permitted to be given hereunder shall be in writing and shall be sufficiently given if served personally by delivering same to any officer of the Party to be served, or may be given by registered mail postage prepaid, addressed as follows:

To: York Condominium Corporation No. 34
At: 2175 Sheppard Avenue East, Suite #302,
Willowdale, Ontario.

To: Steval Construction Limited
At: 2175 Sheppard Avenue East, Suite # 302,
Willowdale, Ontario.

and if mailed as aforesaid the same shall be deemed to have been received and to be effective on the first business day following the day on which it was mailed.

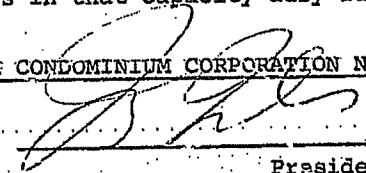
Any Party may change its address for service by notice given in the manner aforesaid.

16) Each of the Parties hereto shall make, do and execute or cause to be made, done and executed all such further and other things, acts, deeds, documents, covenants and assurances as may be necessary or reasonably required to carry out the intent and purpose of this Agreement fully and effectually.

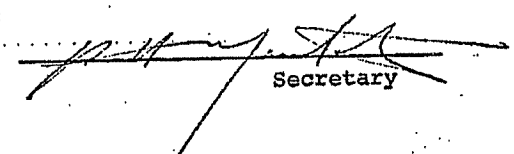
17) This Agreement and every term, covenant and condition herein contained shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

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

YORK CONDOMINIUM CORPORATION NO. 34

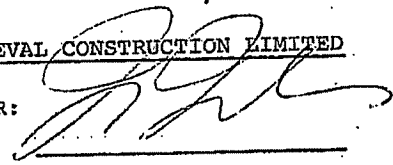
PER: 

President

PER: 

Secretary

STEVAL CONSTRUCTION LIMITED

PER: 

President