

**Properties**

<i>PIN</i>	29007 - 0001 LT	<i>Estate/Qualifier</i>	Fee Simple Absolute
<i>Description</i>	UNIT 1, LEVEL 1, YORK CONDOMINIUM PLAN NO. 34 ; BLKS A & B PL M1345, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB286292 ; MARKHAM		
<i>Address</i>	1 UNIT 00002 STATELY WAY MARKHAM		
<i>PIN</i>	29007 - 0002 LT	<i>Estate/Qualifier</i>	Fee Simple Absolute
<i>Description</i>	UNIT 2, LEVEL 1, YORK CONDOMINIUM PLAN NO. 34 ; BLKS A & B PL M1345, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB286292 ; MARKHAM		
<i>Address</i>	2 UNIT 00004 STATELY WAY MARKHAM		
<i>PIN</i>	29007 - 0003 LT	<i>Estate/Qualifier</i>	Fee Simple Absolute
<i>Description</i>	UNIT 3, LEVEL 1, YORK CONDOMINIUM PLAN NO. 34 ; BLKS A & B PL M1345, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB286292 ; MARKHAM		
<i>Address</i>	3 UNIT 00006 STATELY WAY MARKHAM		
<i>PIN</i>	29007 - 0004 LT	<i>Estate/Qualifier</i>	Fee Simple Absolute
<i>Description</i>	UNIT 4, LEVEL 1, YORK CONDOMINIUM PLAN NO. 34 ; BLKS A & B PL M1345, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB286292 ; MARKHAM		
<i>Address</i>	4 UNIT 00008 STATELY WAY MARKHAM		
<i>PIN</i>	29007 - 0005 LT	<i>Estate/Qualifier</i>	Fee Simple Absolute
<i>Description</i>	UNIT 5, LEVEL 1, YORK CONDOMINIUM PLAN NO. 34 ; BLKS A & B PL M1345, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB286292 ; MARKHAM		
<i>Address</i>	5 UNIT 00010 STATELY WAY MARKHAM		
<i>PIN</i>	29007 - 0006 LT	<i>Estate/Qualifier</i>	Fee Simple Absolute
<i>Description</i>	UNIT 6, LEVEL 1, YORK CONDOMINIUM PLAN NO. 34 ; BLKS A & B PL M1345, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB286292 ; MARKHAM		
<i>Address</i>	6 UNIT 00012 STATELY WAY MARKHAM		
<i>PIN</i>	29007 - 0007 LT	<i>Estate/Qualifier</i>	Fee Simple Absolute
<i>Description</i>	UNIT 7, LEVEL 1, YORK CONDOMINIUM PLAN NO. 34 ; BLKS A & B PL M1345, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB286292 ; MARKHAM		
<i>Address</i>	7 UNIT 00014 STATELY WAY MARKHAM		
<i>PIN</i>	29007 - 0008 LT	<i>Estate/Qualifier</i>	Fee Simple Absolute
<i>Description</i>	UNIT 8, LEVEL 1, YORK CONDOMINIUM PLAN NO. 34 ; BLKS A & B PL M1345, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB286292 ; MARKHAM		
<i>Address</i>	8 UNIT 00016 STATELY WAY MARKHAM		
<i>PIN</i>	29007 - 0009 LT	<i>Estate/Qualifier</i>	Fee Simple Absolute
<i>Description</i>	UNIT 9, LEVEL 1, YORK CONDOMINIUM PLAN NO. 34 ; BLKS A & B PL M1345, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB286292 ; MARKHAM		
<i>Address</i>	9 UNIT 00018 STATELY WAY MARKHAM		

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<b>Address</b>	10 UNIT 00020 STATELY WAY MARKHAM
<b>PIN</b>	29007 - 0011 LT <i>Estate/Qualifier</i> Fee Simple Absolute
<b>Description</b>	UNIT 11, LEVEL 1, YORK CONDOMINIUM PLAN NO. 34 ; BLKS A & B PL M1345, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB286292 ; MARKHAM
<b>Address</b>	11 UNIT 00022 STATELY WAY MARKHAM
<b>PIN</b>	29007 - 0012 LT <i>Estate/Qualifier</i> Fee Simple Absolute
<b>Description</b>	UNIT 12, LEVEL 1, YORK CONDOMINIUM PLAN NO. 34 ; BLKS A & B PL M1345, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB286292 ; MARKHAM
<b>Address</b>	12 UNIT 00024 STATELY WAY MARKHAM
<b>PIN</b>	29007 - 0013 LT <i>Estate/Qualifier</i> Fee Simple Absolute
<b>Description</b>	UNIT 13, LEVEL 1, YORK CONDOMINIUM PLAN NO. 34 ; BLKS A & B PL M1345, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB286292 ; MARKHAM
<b>Address</b>	13 UNIT 00026 STATELY WAY MARKHAM
<b>PIN</b>	29007 - 0014 LT <i>Estate/Qualifier</i> Fee Simple Absolute
<b>Description</b>	UNIT 14, LEVEL 1, YORK CONDOMINIUM PLAN NO. 34 ; BLKS A & B PL M1345, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB286292 ; MARKHAM
<b>Address</b>	14 UNIT 00028 STATELY WAY MARKHAM
<b>PIN</b>	29007 - 0015 LT <i>Estate/Qualifier</i> Fee Simple Absolute
<b>Description</b>	UNIT 15, LEVEL 1, YORK CONDOMINIUM PLAN NO. 34 ; BLKS A & B PL M1345, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB286292 ; MARKHAM
<b>Address</b>	15 UNIT 00030 STATELY WAY MARKHAM
<b>PIN</b>	29007 - 0016 LT <i>Estate/Qualifier</i> Fee Simple Absolute
<b>Description</b>	UNIT 16, LEVEL 1, YORK CONDOMINIUM PLAN NO. 34 ; BLKS A & B PL M1345, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB286292 ; MARKHAM
<b>Address</b>	16 UNIT 00032 STATELY WAY MARKHAM
<b>PIN</b>	29007 - 0017 LT <i>Estate/Qualifier</i> Fee Simple Absolute
<b>Description</b>	UNIT 17, LEVEL 1, YORK CONDOMINIUM PLAN NO. 34 ; BLKS A & B PL M1345, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB286292 ; MARKHAM
<b>Address</b>	17 UNIT 00034 STATELY WAY MARKHAM
<b>PIN</b>	29007 - 0018 LT <i>Estate/Qualifier</i> Fee Simple Absolute
<b>Description</b>	UNIT 18, LEVEL 1, YORK CONDOMINIUM PLAN NO. 34 ; BLKS A & B PL M1345, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB286292 ; MARKHAM
<b>Address</b>	18 UNIT 00036 STATELY WAY MARKHAM
<b>PIN</b>	29007 - 0019 LT <i>Estate/Qualifier</i> Fee Simple Absolute
<b>Description</b>	UNIT 19, LEVEL 1, YORK CONDOMINIUM PLAN NO. 34 ; BLKS A & B PL M1345, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB286292 ; MARKHAM

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<i>PIN</i>	29007 - 0020 LT	<i>Estate/Qualifier</i>	Fee Simple Absolute
<i>Description</i>	UNIT 20, LEVEL 1, YORK CONDOMINIUM PLAN NO. 34 ; BLKS A & B PL M1345, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB286292 ; MARKHAM		
<i>Address</i>	20 UNIT 00040 STATELY WAY MARKHAM		
<i>PIN</i>	29007 - 0021 LT	<i>Estate/Qualifier</i>	Fee Simple Absolute
<i>Description</i>	UNIT 21, LEVEL 1, YORK CONDOMINIUM PLAN NO. 34 ; BLKS A & B PL M1345, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB286292 ; MARKHAM		
<i>Address</i>	21 UNIT 00042 STATELY WAY MARKHAM		
<i>PIN</i>	29007 - 0022 LT	<i>Estate/Qualifier</i>	Fee Simple Absolute
<i>Description</i>	UNIT 22, LEVEL 1, YORK CONDOMINIUM PLAN NO. 34 ; BLKS A & B PL M1345, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB286292 ; MARKHAM		
<i>Address</i>	22 UNIT 00044 STATELY WAY MARKHAM		
<i>PIN</i>	29007 - 0023 LT	<i>Estate/Qualifier</i>	Fee Simple Absolute
<i>Description</i>	UNIT 23, LEVEL 1, YORK CONDOMINIUM PLAN NO. 34 ; BLKS A & B PL M1345, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB286292 ; MARKHAM		
<i>Address</i>	23 UNIT 00046 STATELY WAY MARKHAM		
<i>PIN</i>	29007 - 0024 LT	<i>Estate/Qualifier</i>	Fee Simple Absolute
<i>Description</i>	UNIT 24, LEVEL 1, YORK CONDOMINIUM PLAN NO. 34 ; BLKS A & B PL M1345, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB286292 ; MARKHAM		
<i>Address</i>	24 UNIT 00048 STATELY WAY MARKHAM		
<i>PIN</i>	29007 - 0025 LT	<i>Estate/Qualifier</i>	Fee Simple Absolute
<i>Description</i>	UNIT 25, LEVEL 1, YORK CONDOMINIUM PLAN NO. 34 ; BLKS A & B PL M1345, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB286292 ; MARKHAM		
<i>Address</i>	25 UNIT 00050 STATELY WAY MARKHAM		
<i>PIN</i>	29007 - 0026 LT	<i>Estate/Qualifier</i>	Fee Simple Absolute
<i>Description</i>	UNIT 26, LEVEL 1, YORK CONDOMINIUM PLAN NO. 34 ; BLKS A & B PL M1345, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB286292 ; MARKHAM		
<i>Address</i>	26 UNIT 00052 STATELY WAY MARKHAM		
<i>PIN</i>	29007 - 0027 LT	<i>Estate/Qualifier</i>	Fee Simple Absolute
<i>Description</i>	UNIT 27, LEVEL 1, YORK CONDOMINIUM PLAN NO. 34 ; BLKS A & B PL M1345, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB286292 ; MARKHAM		
<i>Address</i>	27 UNIT 00054 STATELY WAY MARKHAM		
<i>PIN</i>	29007 - 0028 LT	<i>Estate/Qualifier</i>	Fee Simple Absolute
<i>Description</i>	UNIT 28, LEVEL 1, YORK CONDOMINIUM PLAN NO. 34 ; BLKS A & B PL M1345, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB286292 ; MARKHAM		
<i>Address</i>	28 UNIT 00055 STATELY WAY MARKHAM		

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<b>Address</b>	29 UNIT 00053 STATELY WAY MARKHAM
<b>PIN</b>	29007 - 0030 LT <i>Estate/Qualifier</i> Fee Simple Absolute
<b>Description</b>	UNIT 30, LEVEL 1, YORK CONDOMINIUM PLAN NO. 34 ; BLKS A & B PL M1345, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB286292 ; MARKHAM
<b>Address</b>	30 UNIT 00051 STATELY WAY MARKHAM
<b>PIN</b>	29007 - 0031 LT <i>Estate/Qualifier</i> Fee Simple Absolute
<b>Description</b>	UNIT 31, LEVEL 1, YORK CONDOMINIUM PLAN NO. 34 ; BLKS A & B PL M1345, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB286292 ; MARKHAM
<b>Address</b>	31 UNIT 00049 STATELY WAY MARKHAM
<b>PIN</b>	29007 - 0032 LT <i>Estate/Qualifier</i> Fee Simple Absolute
<b>Description</b>	UNIT 32, LEVEL 1, YORK CONDOMINIUM PLAN NO. 34 ; BLKS A & B PL M1345, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB286292 ; MARKHAM
<b>Address</b>	32 UNIT 00047 STATELY WAY MARKHAM
<b>PIN</b>	29007 - 0033 LT <i>Estate/Qualifier</i> Fee Simple Absolute
<b>Description</b>	UNIT 33, LEVEL 1, YORK CONDOMINIUM PLAN NO. 34 ; BLKS A & B PL M1345, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB286292 ; MARKHAM
<b>Address</b>	00045 STATELY WAY MARKHAM
<b>PIN</b>	29007 - 0034 LT <i>Estate/Qualifier</i> Fee Simple Absolute
<b>Description</b>	UNIT 34, LEVEL 1, YORK CONDOMINIUM PLAN NO. 34 ; BLKS A & B PL M1345, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB286292 ; MARKHAM
<b>Address</b>	34 UNIT 00043 STATELY WAY MARKHAM
<b>PIN</b>	29007 - 0035 LT <i>Estate/Qualifier</i> Fee Simple Absolute
<b>Description</b>	UNIT 35, LEVEL 1, YORK CONDOMINIUM PLAN NO. 34 ; BLKS A & B PL M1345, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB286292 ; MARKHAM
<b>Address</b>	35 UNIT 00041 STATELY WAY MARKHAM
<b>PIN</b>	29007 - 0036 LT <i>Estate/Qualifier</i> Fee Simple Absolute
<b>Description</b>	UNIT 36, LEVEL 1, YORK CONDOMINIUM PLAN NO. 34 ; BLKS A & B PL M1345, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB286292 ; MARKHAM
<b>Address</b>	36 UNIT 00039 STATELY WAY MARKHAM
<b>PIN</b>	29007 - 0037 LT <i>Estate/Qualifier</i> Fee Simple Absolute
<b>Description</b>	UNIT 37, LEVEL 1, YORK CONDOMINIUM PLAN NO. 34 ; BLKS A & B PL M1345, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB286292 ; MARKHAM
<b>Address</b>	37 UNIT 00037 STATELY WAY MARKHAM
<b>PIN</b>	29007 - 0038 LT <i>Estate/Qualifier</i> Fee Simple Absolute
<b>Description</b>	UNIT 38, LEVEL 1, YORK CONDOMINIUM PLAN NO. 34 ; BLKS A & B PL M1345, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB286292 ; MARKHAM
<b>Address</b>	38 UNIT

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<i>Description</i>	UNIT 39, LEVEL 1, YORK CONDOMINIUM PLAN NO. 34 ; BLKS A & B PL M1345, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB286292 ; MARKHAM
<i>Address</i>	39 UNIT 00074 STATELY WAY MARKHAM
<i>PIN</i>	29007 - 0040 LT <i>Estate/Qualifier</i> Fee Simple Absolute
<i>Description</i>	UNIT 40, LEVEL 1, YORK CONDOMINIUM PLAN NO. 34 ; BLKS A & B PL M1345, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB286292 ; MARKHAM
<i>Address</i>	40 UNIT 00072 STATELY WAY MARKHAM
<i>PIN</i>	29007 - 0041 LT <i>Estate/Qualifier</i> Fee Simple Absolute
<i>Description</i>	UNIT 41, LEVEL 1, YORK CONDOMINIUM PLAN NO. 34 ; BLKS A & B PL M1345, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB286292 ; MARKHAM
<i>Address</i>	41 UNIT 00070 STATELY WAY MARKHAM
<i>PIN</i>	29007 - 0042 LT <i>Estate/Qualifier</i> Fee Simple Absolute
<i>Description</i>	UNIT 42, LEVEL 1, YORK CONDOMINIUM PLAN NO. 34 ; BLKS A & B PL M1345, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB286292 ; MARKHAM
<i>Address</i>	42 UNIT 00068 STATELY WAY MARKHAM
<i>PIN</i>	29007 - 0043 LT <i>Estate/Qualifier</i> Fee Simple Absolute
<i>Description</i>	UNIT 43, LEVEL 1, YORK CONDOMINIUM PLAN NO. 34 ; BLKS A & B PL M1345, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB286292 ; MARKHAM
<i>Address</i>	43 UNIT 00066 STATELY WAY MARKHAM
<i>PIN</i>	29007 - 0044 LT <i>Estate/Qualifier</i> Fee Simple Absolute
<i>Description</i>	UNIT 44, LEVEL 1, YORK CONDOMINIUM PLAN NO. 34 ; BLKS A & B PL M1345, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB286292 ; MARKHAM
<i>Address</i>	44 UNIT 00064 STATELY WAY MARKHAM
<i>PIN</i>	29007 - 0045 LT <i>Estate/Qualifier</i> Fee Simple Absolute
<i>Description</i>	UNIT 45, LEVEL 1, YORK CONDOMINIUM PLAN NO. 34 ; BLKS A & B PL M1345, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB286292 ; MARKHAM
<i>Address</i>	45 UNIT 00062 STATELY WAY MARKHAM
<i>PIN</i>	29007 - 0046 LT <i>Estate/Qualifier</i> Fee Simple Absolute
<i>Description</i>	UNIT 46, LEVEL 1, YORK CONDOMINIUM PLAN NO. 34 ; BLKS A & B PL M1345, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB286292 ; MARKHAM
<i>Address</i>	46 UNIT 00060 STATELY WAY MARKHAM
<i>PIN</i>	29007 - 0047 LT <i>Estate/Qualifier</i> Fee Simple Absolute
<i>Description</i>	UNIT 47, LEVEL 1, YORK CONDOMINIUM PLAN NO. 34 ; BLKS A & B PL M1345, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB286292 ; MARKHAM
<i>Address</i>	47 UNIT 00058 STATELY WAY MARKHAM
<i>PIN</i>	29007 - 0048 LT <i>Estate/Qualifier</i> Fee Simple Absolute

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<b>Address</b>	48 UNIT 00056 STATELY WAY MARKHAM
<b>PIN</b>	29007 - 0049 LT <i>Estate/Qualifier</i> Fee Simple Absolute
<b>Description</b>	UNIT 49, LEVEL 1, YORK CONDOMINIUM PLAN NO. 34 ; BLKS A & B PL M1345, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB286292 ; MARKHAM
<b>Address</b>	49 UNIT 00057 STATELY WAY MARKHAM
<b>PIN</b>	29007 - 0050 LT <i>Estate/Qualifier</i> Fee Simple Absolute
<b>Description</b>	UNIT 50, LEVEL 1, YORK CONDOMINIUM PLAN NO. 34 ; BLKS A & B PL M1345, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB286292 ; MARKHAM
<b>Address</b>	50 UNIT 00059 STATELY WAY MARKHAM
<b>PIN</b>	29007 - 0051 LT <i>Estate/Qualifier</i> Fee Simple Absolute
<b>Description</b>	UNIT 51, LEVEL 1, YORK CONDOMINIUM PLAN NO. 34 ; BLKS A & B PL M1345, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB286292 ; MARKHAM
<b>Address</b>	51 UNIT 00061 STATELY WAY MARKHAM
<b>PIN</b>	29007 - 0052 LT <i>Estate/Qualifier</i> Fee Simple Absolute
<b>Description</b>	UNIT 52, LEVEL 1, YORK CONDOMINIUM PLAN NO. 34 ; BLKS A & B PL M1345, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB286292 ; MARKHAM
<b>Address</b>	52 UNIT 00063 STATELY WAY MARKHAM
<b>PIN</b>	29007 - 0053 LT <i>Estate/Qualifier</i> Fee Simple Absolute
<b>Description</b>	UNIT 53, LEVEL 1, YORK CONDOMINIUM PLAN NO. 34 ; BLKS A & B PL M1345, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB286292 ; MARKHAM
<b>Address</b>	53 UNIT 00065 STATELY WAY MARKHAM
<b>PIN</b>	29007 - 0054 LT <i>Estate/Qualifier</i> Fee Simple Absolute
<b>Description</b>	UNIT 54, LEVEL 1, YORK CONDOMINIUM PLAN NO. 34 ; BLKS A & B PL M1345, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB286292 ; MARKHAM
<b>Address</b>	54 UNIT 00067 STATELY WAY MARKHAM
<b>PIN</b>	29007 - 0055 LT <i>Estate/Qualifier</i> Fee Simple Absolute
<b>Description</b>	UNIT 55, LEVEL 1, YORK CONDOMINIUM PLAN NO. 34 ; BLKS A & B PL M1345, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB286292 ; MARKHAM
<b>Address</b>	55 UNIT 00069 STATELY WAY MARKHAM
<b>PIN</b>	29007 - 0056 LT <i>Estate/Qualifier</i> Fee Simple Absolute
<b>Description</b>	UNIT 56, LEVEL 1, YORK CONDOMINIUM PLAN NO. 34 ; BLKS A & B PL M1345, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB286292 ; MARKHAM
<b>Address</b>	56 UNIT 00071 STATELY WAY MARKHAM
<b>PIN</b>	29007 - 0057 LT <i>Estate/Qualifier</i> Fee Simple Absolute
<b>Description</b>	UNIT 57, LEVEL 1, YORK CONDOMINIUM PLAN NO. 34 ; BLKS A & B PL M1345, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LB286292 ; MARKHAM

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**Description** UNIT 58, LEVEL 1, YORK CONDOMINIUM PLAN NO. 34 ; BLKS A & B PL  
M1345, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION  
LB286292 ; MARKHAM

**Address** 58 UNIT  
00075 STATELY WAY  
MARKHAM

**Applicant(s)**

**Name** YORK CONDOMINIUM CORPORATION NO. 34

**Address for Service** 75 Stately Way  
Thornhill, ON L3T 3Z9  
File: 02-2743

York Condominium Corporation No. 34 hereby certifies that by-law number 5 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, Elaine Stein and I, Lana Fridman, have the authority to bind the corporation.

**Statements**

Schedule: See Schedules

**Signed By**

Patricia Jennifer Hegemer 60 Columbia Way, Suite 710 acting for Applicant(s) Signed 2003 05 28  
Markham L3R 0C9

Tel 9059408700

Fax 9059408785

**Submitted By**

WV SERVICES LIMITED 60 Columbia Way, Suite 710 2003 05 28  
PARTNERSHIP Markham L3R 0C9

Tel 9059408700

Fax 9059408785

**Fees/Taxes/Payment**

**Statutory Registration Fee** \$60.00

**Total Paid** \$60.00

**YORK CONDOMINIUM CORPORATION NO. 34  
BY-LAW NO. 5**

**BE IT ENACTED** as a By-Law of York Condominium Corporation No. 34 (the "Corporation") as follows:

**ARTICLE I**

**SEAL**

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

**ARTICLE II**

**YEAR-END**

2.00 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 III**

**RECORDS TO BE KEPT BY THE CORPORATION**

The Corporation shall maintain the following records:

**3.00 General**

- 1) a copy of declaration and description;
- 2) a copy of all by-laws;
- 3) a copy of all rules and regulations;
- 4) a copy of any resolution of Board changing the address for service of the Corporation as registered;
- 5) a copy of all notices sent on behalf of the Corporation;
- 6) a copy of all reports and financial statements of the Corporation for at least the past six financial years;
- 7) a copy of all easements, licenses, leases or agreements entered into by the Corporation;
- 8) a table depicting the maintenance responsibilities and indicating whether the Corporation or the unit owners are responsible;
- 9) a separate record of all receipts on account of common expense payments; and
- 10) all requests for status certificates and a copy of the certificates issued for the past six financial years.

**3.01 Owners and Interested Persons**

- 1) the names of owners and mailing address of those owners who have notified the Corporation of their address;
- 2) the names and mailing addresses of those mortgagees who have notified the Corporation of their desire to receive notices of any (or all) meeting(s); and
- 3) the names of directors and officers, their mailing address and respective terms of office.

**3.02 Owners' Meetings**

Minutes of all owners' meetings including reference to numbers in attendance and a record of the votes taken.

**3.03 Board of Directors**

- 1) minutes of all meetings of the Board and a copy of all resolutions passed by the Board;
- 2) a copy of all annual notices of assessment and any additional assessments; and



- 3) 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 the owner.

3.04 **Records to be provided to Owners and Mortgagees**

- 1) a copy of the annual financial statement shall be furnished to every owner and mortgagee entered on the register;
- 2) the books and records of the Corporation (including the minutes of meetings of the Board and of the owners) shall, upon reasonable notice, be made available for inspection by any owner and mortgagee; and
- 3) copies of the declaration, by-laws and rules and regulations shall be made available to any owner for purchase at the cost of their reproduction.

**ARTICLE IV**

**DUTIES OF THE CORPORATION**

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

- 1) 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;
- 2) the collection of contributions toward common expenses from the owners;
- 3) the arranging for the supply of water to the common elements and the units 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;
- 4) obtaining and maintaining insurance for the property as may be required by the Act, the declaration or the by-laws;
- 5) the preparation of certificates of lien (status certificates) as required by the Act;
- 6) the preparation of an estimated budget in accordance with Article X hereof;
- 7) 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;
- 8) the employment and dismissal of personnel necessary for the maintenance and operation of the common elements;
- 9) the obtaining and maintaining of fidelity bonds for any person dealing with Corporation monies and in such amounts as the Board may deem reasonable;
- 10) the investment of reserve monies held by the Corporation in interest bearing accounts, term deposits, guaranteed investment certificates and treasury bills as may be permitted under the Act;
- 11) the settling, adjusting or referring to arbitration of any claim or claims which may be made upon or which may be asserted on behalf of the Corporation;
- 12) the purchase and maintenance of insurance for the benefit of all directors and officers 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;
- 13) the preparation and maintenance of the records to be kept by the Corporation in accordance with Article III hereof;
- 14) the calling and holding of meetings and the delivery of notices, as required;
- 15) the consistent and timely enforcement of the provisions of the Act, the declaration, the by-laws and the rules of the Corporation;

- 16) 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 declaration,
- 17) 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.

#### ARTICLE V

##### POWERS OF THE CORPORATION

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

- 1) 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;
- 2) 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; and
- 3) the borrowing of such amounts in excess of 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 a vote of the owners at a meeting duly called for that purpose.

#### ARTICLE VI

##### NOTICE

6.00 By the Corporation

- 1) 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:
  - delivered personally to the person to whom it is to be given; or
  - delivered to the latest address noted in the record; or
  - mailed by prepaid ordinary mail or air mail in a sealed envelope addressed to the person at his latest address; or
  - sent by means of wire or wireless or any other form of transmitted or recorded communication addressed to the person at such address.
- 2) Any notice, communication or other document to be given by the Corporation to any person who is not an owner or mortgagee will be given or delivered to such person in the manner provided by law.
- 3) Any notice, communication or document shall be deemed to have been received:
  - when it is delivered personally or delivered to the latest address shown on the record; or
  - when it has been deposited in a post office or public letter box; or

- when it is sent by any means of wire or wireless or any other form of transmitted or recorded communication when delivered to the appropriate communication company or agency or its representative for dispatch.

**6.01 Notice to the Board or Corporation**

- 1) Any notice, communication or other document to be given to the Board or Corporation shall be sufficiently given if mailed by prepaid ordinary mail or air mail in a sealed envelope addressed to 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, or if personally delivered to any director;
- 2) Any notice, communication or document so mailed shall be deemed to have been given when deposited in a post office or public letter box.

**6.02 Omissions and Errors**

- 1) 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.
- 2) The Corporation shall not be obliged to give 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 mortgage to exercise the right of the mortgagor to vote.
- 3) The address of each owner shall be the address of his unit and the address of each mortgagee shall be the address shown for him on his mortgage that is registered in the Land Registry Office until the Corporation is given written notice of a different address for such mortgagee or owner.

**6.03 Notices of Meetings**

At least ten (10) 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 twelve (12) days before the date of the meeting.

**ARTICLE VII**

**BOARD OF DIRECTORS**

**7.00 Duties**

- 1) The Board shall manage the affairs of the Corporation.
- 2) The Board shall have the obligation to perform all of the duties of the Corporation; however, the Board may delegate certain specific duties to a manager by duly enacted resolution and pursuant to the terms of any management agreement.

**7.01 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.

**7.02 Qualifications**

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

- 1) each director shall be eighteen (18) or more years of age;
- 2) a director who has resigned or whose term has expired is eligible for re-election;

- 3) no undischarged bankrupt or mentally incompetent person shall be a director, and if a director becomes a bankrupt or mentally incompetent person, he thereupon ceases to be a director; and
- 4) a person who is elected or appointed a director is not a director unless,
  - (a) he was present at the meeting when he was elected or appointed and did not refuse at the meeting to act as a director; or
  - (b) when he was not present at the meeting when he was elected or appointed, he consented to act as a director in writing before his election or appointment or within ten (10) days thereafter.

**7.03 Election and Term**

- 1) The directors of the Corporation shall be elected in rotation and shall be eligible for re-election. At the first meeting of the owners held to elect directors following enactment of this by-law, two (2) directors shall be elected to hold office for a term of three (3) years, and the members shall confirm that two (2) directors hold office for a remaining term of (2) years and one (1) director holds office for a remaining term of one (1) year. Such directors may, however, continue to act until their successors are elected. At each annual meeting thereafter, the number of directors equal to the number of directors retiring in such year shall be elected for a term of three (3) years. Directors may be removed before the expiration of their term in accordance with the procedure set forth in the Act.
- 2) Election to the Board shall be by written ballot or by show of hands.

**7.04 Calling of Meetings**

- 1) 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 any two directors may determine, and the Secretary shall call meetings when directly authorized by the President or by any two directors. Notice of any meeting so called shall be given personally by ordinary prepaid mail or telegraph 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.
- 2) 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 sent to each director forthwith by ordinary prepaid post after being passed, but no other notice shall be required for any such regular meeting.

**7.05 Declaration of Interest**

- 1) 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.
- 2) In addition, the Board shall, prior to voting on any contract in which another director is interested, obtain at least two (2) other independent bids from other contractors to supply or provide the same supplies or services to the Corporation.

**7.06 Protection of Directors and Officers**

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

- the acts, neglect or default of any other director or officer;
- 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;
- 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 Paragraph 10) of Article 4.00 hereof;

- 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;
- any loss occasioned by an error of judgement or oversight on his part; or
- any other loss, damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto;

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

#### 7.07 Indemnity of Directors and Officers

Every director and every officer of the Corporation and the person's heirs, executors, administrators, estate trustees and other legal personal representatives may from time to time be indemnified and saved harmless by the corporation from and against:

- any liability and all costs, charges and expenses that the director or officer sustains or incurs in respect of any action, suit or proceeding that is proposed or commenced against the person for or in respect of anything that the person has done, omitted to do or permitted in respect of the execution of the duties of office; and
- all other costs, charges and expenses that the person sustains or incurs in respect of the affairs of the Corporation.

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

#### 7.08 Insurance

If the insurance is reasonably available, a corporation shall purchase and maintain insurance for the benefit of a director or officer against the matters described in clause 7.07 except insurance against a liability, cost, charge or expense of the director or officer incurred as a result of a breach of the duty to act honestly and in good faith.

#### 7.09 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.

#### 7.10 Execution of Instruments

- 1) Deeds, transfers, assignments, cheques, contracts and obligations of the Corporation shall be signed by any two officers of the Corporation, or as the Board may from time to time by resolution prescribe.
- 2) 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.
- 3) 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, contract, cheque or obligation or any class of deed, transfer, contract, cheque or obligation of the Corporation may or shall be signed.
- 4) Any member of the Board may execute a status certificate and cause the corporate seal to be affected thereon provided there is delivered with the status certificate a statement under the signature of the manager or treasurer that he has examined the records and confirms that the particulars set out in the status certificate are accurate.
- 5) The manager or any two members of the Board may execute a notice of lien or discharge of lien and cause the corporate seal to be affixed.

## ARTICLE VIII

### OFFICERS

#### 8.00 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 successor is elected.

#### 8.01 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 must 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 may be known as Secretary-Treasurer.

#### 8.02 Term of Office

In the absence of written agreement to the contrary, officers shall hold office until removed by the Board. Provided always that officers shall adhere to and be governed by the same qualifications as hereinbefore apply to directors pursuant to Article 7.02. Officers shall have such authority and perform such duties as the Board may from time to time determine that are consistent with the Declaration and by-laws of the Corporation.

#### 8.03 President

The President shall:

- 1) be the chairperson at all meetings of the Board, general meetings of the owners or shall designate the chairperson at all such meetings;
- 2) have one vote (only) at all meetings of the Board and at general and special meetings of the unit owners;
- 3) co-ordinate the activities of the remaining members of the Board and officers;
- 4) (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
- 5) 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.

#### 8.04 Secretary

The Secretary shall:

- 1) give or cause to be given all notices required to be given to the owners, directors, mortgagees and all others entitled thereto;
- 2) attend all meetings of the directors and of the owners;
- 3) enter or cause to be entered in books kept for that purpose minutes of all proceedings at such meetings;
- 4) be the custodian of all books, papers, records, documents and other instruments belonging to the Corporation including a complete set of the plans and specifications for the property and any additions, alterations or improvements to the units and common elements;
- 5) 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; and
- 6) be a member of the Board.

#### 8.05 Treasurer

The Treasurer shall:

- 1) make all deposits for the Corporation;

- 2) keep or supervise the keeping of all financial records;
- 3) prepare status certificates, when requested;
- 4) be a member of the Board; and
- 2) present the annual financial statements to the owners at the annual general meeting.

**8.06 Committees**

- 1) In order to assist the Board in managing the affairs of the Corporation, the Board may from time to time constitute advisory committees to advise and make recommendations to the Board in connection with the activities, management, budgets, house rules, or any other matter relating to the common elements and the Reciprocal Agreement.
- 2) 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 IX**

**MEETINGS OF THE OWNERS**

**9.00 Annual Meetings**

- 1) The annual meeting of the owners shall be held within the Town of Markham or the Regional Municipality of York 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.
- 2) The annual meeting is to take place following the end of the Corporation's fiscal year and not later than fifteen (15) months following the preceding annual meeting.

**9.01 Special Meetings**

- 1) 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.
- 2) At the request of owners owning not less than fifteen per cent (15%) of the units or any mortgagee(s) holding mortgages on not less than fifteen per cent (15%) of the units:

the Board shall, upon receipt of a requisition in writing made by owners who together own at least fifteen per cent (15%) of the units or made by any mortgagee holding mortgages on not less than fifteen per cent (15%) of the units or both, call and hold a meeting of the owners and if the meeting is not called and held within thirty (30) days of receipt of the requisition, any of the requisitionists or a mortgagee may call the meeting, and in such case, the meeting shall be held within sixty (60) days of receipt of the requisition; and the requisition shall state the nature of the business to be presented at the meeting and shall be signed by the requisitionists or the mortgagee and deposited at the address for service of the Corporation.

**9.02 Persons Entitled to be Present**

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

- the owners and mortgagees entered on the record;
- any other person entitled to vote thereat;
- 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

- any other person on the invitation of the Chairman of the meeting or with the consent of the meeting.

**9.03 Quorum**

A quorum for the transaction of business at a meeting of owners is those owners who own 25 per cent of the units of the Corporation.

**9.04 Lack of Quorum**

If a quorum is not 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 Chairman of the meeting), the meeting shall be adjourned and the Board shall call a further meeting of the owners in accordance with the Act.

**9.05 Voting**

- 1) At each meeting of owners, every owner shall be entitled to vote who is 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.
- 2) Subject to subparagraph 3) below, if the unit has been mortgaged and the right to vote has been given to the mortgagee, the owner (or his proxy) may nevertheless represent such unit at meetings and vote in respect thereof.
- 3) In the event the mortgagee has notified the Corporation and the owner of his intention to exercise such right at least two (2) days before the date specified in the notice of meeting, the mortgagee or his proxy may exercise the right to vote.
- 4) Except where under the Act the unanimous vote of all the owners is required, an owner is not entitled to vote at any meeting if any contributions payable in respect of his unit are in arrears for more than thirty (30) days prior to the meeting.
- 5) Any dispute over the right to vote shall be resolved by the Chairman of the meeting upon such evidence as he may deem sufficient.
- 6) The Chairman shall not, in the case of a tie, cast a deciding vote.
- 7) 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 represented by proxy at a meeting called for the purpose of holding such vote.

**9.06 Method of Voting**

- 1) At any annual or special meeting any question may be decided by a show of hands. A declaration by the Chairman 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.
- 2) A vote for the election of directors shall be by ballot or by show of hands.
- 3) 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.
- 4) All voting by owners shall be on the basis of one vote per residential unit.
- 5) When all ballots have been deposited into the ballot box, the scrutineers shall then tabulate the votes for and against the matter being voted on. In the event the vote is not decided by the votes cast, the Board shall collect any outstanding ballots until the vote is conclusive either in favour of or against.

**9.07 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 signed by the appointor or his attorney authorized in writing. The instrument appointing a proxy shall be deposited with the Secretary of (or scrutineers at) the meeting before any vote.



**9.08 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 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 be more than one executor, administrator, committee, guardian or trustee, the provisions relating to co-owners shall apply.

**9.09 Co-Owners**

If a unit or a mortgage on a unit is owned by two or more persons, any one of them present or represented by proxy may in the absence of the other or others vote, but if more than one 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 X**

**ASSESSMENT AND COLLECTION OF COMMON EXPENSES**

**10.00 Assessment of Common Expenses**

- 1) 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.
- 2) 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.

**10.01 Reserve Fund**

- 1) The Board shall establish and maintain (a) reserve fund(s) in accordance with the Act.
- 2) The reserve fund(s) shall be kept in separate interest bearing accounts with any Province of Ontario Savings Office or any chartered bank or trust company branch in the Town of Markham or the Regional Municipality of York (as the Board may from time to time determine) and may be invested in interest bearing term deposits, guaranteed investment certificates, treasury bills and similar instruments of any such bank or trust company maturing not later than five (5) years from their date of issue and fully insured by the Canada Deposit Insurance Corporation; provided always that any such instrument may be converted to cash before maturity and within sixty (60) days of request therefor, with or without penalty.

**10.02 Additional Expenditures**

Any expenditures 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 additional assessment.

**10.03 Delivery of Assessments**

- 1) The Board shall advise all owners promptly in writing 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.
- 2) Additional assessments shall be payable by each owner within ten (10) days after the delivery thereof to such owner, unless a further period of time has been determined by the Board and set out in such notice.

10.04 **Owners' Obligations to Pay Assessments**

- 1) 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. 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 Article 10.05(2) herein shall become immediately due and payable to the Corporation.
- 2) The owner may arrange for the payment of his proportionate share of the common expenses by means of a pre-authorized chequing or other similar plan approved by the Board whereby 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 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 his 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 Article 10.05(2) herein 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 interested owners.

10.05 **Default in Assessment**

The following procedures shall be taken for the collection of common expense payments:

- 1) upon default by any owner in the payment of his contribution toward common expenses, the Corporation shall notify the owner of default in accordance with Article 6.00 hereof and if such default is not remedied by the owner within fifteen (15) days of the date of receipt of the notice as defined pursuant to Paragraph (3) of Article 6.00 hereof, the Corporation may, without being required to give further notice to the owner, institute lien proceedings in accordance with the Act;
- 2) arrears of payment required to be made under the provisions of this Article X 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 its preferred 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
- 3) in any lien proceedings instituted by the Corporation to collect common expenses 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 XI**

**LIABILITY FOR COSTS**

11.00 **Abatement and Restraint of Violations by Unit Owners and Liability for Costs**

- 1) The owner of a unit is responsible for any cost incurred to repair damage to the common elements or other units that may have been caused by either his use or his residents or their visitors use of same.
- 2) in the event that damage to the common elements has been caused by the deliberate or negligent conduct of any owner, residents or their invited guests, the owner of that unit shall be responsible for any costs incurred to repair such damage.

- 3) In those cases where it has been determined that the responsibility for payment of the cost to repair is that of the unit owner, or where an owner requests to repair a common element himself, the Board shall approve the selection of the contractor and/or the method of repair. This decision, at the discretion of the Board, shall be based on a minimum of two (2) bids, the method of repair, the meeting of standards of uniformity and consideration of the convenience of the owner(s) involved.
- 4) The violation of any provisions of the Act, the declaration, the by-laws, and/or the rules adopted by the Board, shall give the Board the right, in addition to any other rights set forth in these by-laws to issue Notices of Fine within ten (10) days of the alleged offence, to unit owners and their tenants, if applicable for any violation, which notices shall:
  - set out clearly the offence of the unit owner or tenant;
  - set out the amount of the fine as predetermined by the board and amended from time to time;
  - set out the method and place of payment;
  - set out the interest rate on unpaid fines; and
  - set out that unpaid fines may form a lien on their unit.
  - (a) Each Notice of Fine shall be clearly dated and signed by two (2) members of the Board;
  - (b) Each Notice of Fine shall also set out that upon the expiration of thirty (30) days from the date of delivery of the Notice, the amount of an unpaid fine shall double without further notice.
  - (c) After a further thirty (30) day default in payment of the fine, the total fine 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 its preferred commercial borrowers in Canada effective as of the date sixty (60) days from the date of delivery of the Notice. The Corporation may without further notice to the owner and/or tenant institute lien proceedings in accordance with the Act.
  - (d) In any lien proceeding instituted by the Corporation to collect common expenses or fines from the owner, there shall be added to any amount found owing all costs of such action including costs as between a solicitor and his own client.
- 5) The violation of any provisions of the Act, the declaration, the by-laws, and/or the rules adopted by the Board, shall give the Board the right, in addition to any other rights set forth in these by-laws to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach, including without limiting the generality of the foregoing, an application for an order for compliance pursuant to Section 49 of the Act.

## ARTICLE XII

### PROVISIONS RESPECTING THE USE AND OCCUPATION OF THE UNITS

In addition to the provisions of the Declaration, the use and occupation of the units shall be in compliance with all applicable municipal by-laws effecting the use of land and buildings and shall also be in accordance with the following restrictions and stipulations:

- 1) no laundry shall be hung other than on the inside of a building;
- 2) no awnings or shades shall be erected over and outside the windows, nor shall any garments, rugs or other articles be hung or placed on the window sills, railings and other external parts of the unit;
- 3) no portion of a unit required by the Declaration to be maintained by the Corporation shall be painted, decorated or otherwise affected by anyone other than the Corporation;
- 4) No pet that is deemed a nuisance by the Corporation shall be kept within any unit;

- 5) nothing may be thrown out of the windows or doors;
- 6) All yards abutting each unit shall be maintained in a neat and tidy manner;
- 7) no stores of any combustible, inflammable or offensive goods, provision or materials shall be kept in any unit;
- 8) no plumbing or electrical repairs or alterations within any partition, bearing or party wall shall be made without the prior written consent of the board.
- 9) Use of units for professional office purposes shall be limited to the office of the occupant of the dwelling provided that the office space does not exceed 25% of the gross floor area of the dwelling; there shall be no employees who are not residents of the subject dwelling;
- 10) use of the units for commercial purposes other than as a professional office as permitted by clause 9 hereof shall be prohibited except by written permission of the board, provided the commercial use also complies with municipal by-laws;
- 11) no electrical or telephone installations shall be erected on or fastened to the exterior of any unit, or the outside of the building, except as provided by the board;
- 12) no commercial signs or advertising of any kind shall be erected or fastened to the exterior of any unit;
- 13) no instrument, appliance, equipment or other device shall be used within any unit which, in the opinion of the board, causes a disturbance or interference with the comfort of other owners;
- 14) no owner shall cause any noise to be made or anything to be done that will interfere unreasonably with other owners;
- 15) no owner shall do anything or permit anything to be done that will increase the risk of fire or the rate of fire insurance on the property or any part thereof;
- 16) all garbage shall be tightly wrapped and tied in accordance with the instructions of the board from time to time, and shall be disposed of together with all other refuse in accordance with the Declaration and the provisions of municipal by-laws.

### ARTICLE XIII

#### PROVISIONS GOVERNING THE USE OF THE COMMON ELEMENTS

The rules and regulations with respect to the use of the common elements of the Corporation shall be initially those rules and regulations set forth in Schedule "A" of this By-law Number 5, and thereafter any amendment, additions, deletions or changes therein from time to time shall be authorized by resolution passed by a majority vote at an annual or general meeting of the Corporation.

### ARTICLE XIV

#### MISCELLANEOUS

##### 14.00 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.

##### 14.01 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 the plural wherever the context so requires.

##### 14.02 Waiver

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

14.03 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.

14.04 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.

14.05 Conflicts

- 1) 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.
- 2) 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.
- 3) In the event the provisions of the Act or in the declaration are silent the provisions of the by-laws shall prevail.

ARTICLE XV

REPEAL

As of the coming into effect of this By-law, By-law No. 1 of the Corporation dated the 25<sup>th</sup> day of May, 1971, is repealed provided that such repeal does not affect the validity of any act done or right, privilege, obligation or liability acquired or incurred under, or the validity of any contract or agreement made pursuant to, or the validity of any article or predecessor charter documents of the Corporation obtained pursuant to, any such by-law prior to its repeal. All officers and persons acting under any by-law so repealed shall continue to act as if appointed under the provisions of this by-law and all resolutions of the shareholders or the board with continuing effect passed under any repealed by-law shall continue good and valid except to the extent inconsistent with this by-law and until amended or repealed.

WITNESS the seal of the Corporation this 20<sup>th</sup> day of June, 2002..

YORK CONDOMINIUM CORPORATION NO. 34

c/s

Per: Elaine Stein  
Elaine Stein, President  
I have authority to bind the Corporation

Per: Jennifer Knabenschuh  
Jennifer Knabenschuh, Secretary  
I have authority to bind the Corporation


**CERTIFICATE**

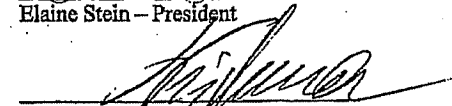
YORK CONDOMINIUM CORPORATION NO. 34 hereby certifies that the By-law attached hereto was made in accordance with The Condominium Act, 1998, Statutes of Ontario 1998, Chapter 19, and any amendments thereto, the Declarations and By-laws of the Corporation.

DATED at Markham, this 16 day of May, 2003.

**YORK CONDOMINIUM CORPORATION NO. 34**

Per:

  
Elaine Stein - President

  
Lana Fridman - Secretary

We have authority to bind the Corporation.