

BY-LAW NO. 1

GENERAL BY-LAW

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1525

BY-LAW NO. ONE

BE IT ENACTED as a by-law of Toronto Standard Condominium Corporation No. 1525 (hereinafter referred to as the "Corporation") as follows:

ARTICLE I – DEFINITIONS

- 1.1. The terms used herein which are defined in the *Condominium Act, 1998, S.O. 1998, C. 19* as amended and the regulations made thereunder (hereinafter referred to as the "Act"), shall have ascribed to them the meanings set out in the Act.

ARTICLE II – SEAL

- 2.1 The corporate seal of the Corporation shall be in the form impressed hereon. Notwithstanding that the Corporation has a seal, any document that would otherwise require a seal need not be executed under seal, provided the statement "I/We have the authority to bind the "Corporation" is noted below the signature(s) and such a document has the same effect for all purposes as if executed under seal.

ARTICLE III – RECORDS

The Corporation shall maintain the following records (hereinafter called the "Records"):

3.1 **Records and Time Requirements**

- (a) the financial records of the Corporation for at least six (6) years from the end of the last fiscal period to which they relate.
- (b) a minute book containing the minutes of owners' meetings and the minutes of the board meetings.
- (c) a copy of the registered declaration, registered by-laws and current rules.
- (d) a copy of all applications made under section 109 of the Act to amend the Declaration, if applicable.
- (e) the seal of the Corporation.
- (f) Copies of all agreements, entered into by the Corporation or the Declarant or the Declarant's representatives on behalf of the Corporation, including management contracts, deeds, leases, licences, easements and any agreements entered into pursuant to Section 98 of the Act.
- (g) copies of all policies of insurance and the related certificates or memoranda of insurance and all insurance trust agreements.
- (h) Bills of sale or transfers for all items that are assets of the Corporation but not part of the property.
- (i) the names and addresses for services of each owner and mortgagee that the Corporation receives from owners and mortgagees in writing in accordance with subsection 47(1) of the Act.

- (j) notices received from an owner that his/her unit has been leased together with the lessee's name, the owner's address, a copy of the lease or renewal or a summary of same, pursuant to subsection 83(1) of the Act.
- (k) notices received from an owner that a lease of the owner's unit has terminated and was not renewed pursuant to subsection 83(2) of the Act.
- (l) all records that the Corporation has related to the units or to employees of the Corporation.
- (m) the existing warranties and guarantees for all equipment, fixtures and chattels included in the sale of either the units or common elements that are not protected by warranties and guarantees given directly to a unit purchaser.
- (n) the as-built architectural, structural, engineering, mechanical, electrical and plumbing plans;
- (o) the as-built specifications indicating all substantive changes, if any, from the original specifications;
- (p) all existing plans for underground services, site grading, drainage and landscaping, and television, radio or other communications services;
- (q) all other existing plans and information that are relevant to the repair or maintenance of the property;
- (r) if the property of the Corporation is subject to the Ontario New Home Warranty Plan Act an executed copy of Form 3 prescribed by section 37 of Ontario Regulation 49/01 and a copy of all final reports on inspections that the Ontario New Home Warranty Program requires to be carried out on the common elements.
- (s) a table that the Declarant has delivered pursuant to clause 43(5)(g) of the Act setting out the responsibilities for repair after damage and maintenance and indicating whether the Corporation or the owners are responsible;
- (t) a copy of the schedule that the Declarant has delivered pursuant to clause 43(5)(h) of the Act, setting out what constitutes a standard unit for each class of unit that the Declarant specifies, for the purpose of determining the responsibilities for repairing improvements after damage and insuring them;
- (u) all reserve fund studies and all plans to increase the reserve fund;
- (v) a copy of the most current disclosure statement delivered by the Declarant to a purchaser prior to the turnover meeting;
- (w) a copy of the written performance audit report received by the Corporation;
- (x) a copy of any order appointing an inspector or administrator, if applicable, pursuant to section 130 or 131 of the Act, together with any report that the Corporation receives from an inspector in accordance with subsection 130(4) of the Act;
- (y) a copy of all status certificates issued within the previous ten (10) years;
- (z) a copy of all notices of meetings sent by or on behalf of the Corporation within the previous ten (10) years;

- (aa) all proxies, for not more than ninety (90) days from the date of the meeting at which the proxies were utilized;
- (bb) a copy of all notices of lien issued by the Corporation to delinquent owners pursuant to subsection 85(4) of the Act, in respect of which the corresponding certificates of lien have not been discharged or vacated by court order.
- (cc) all records relating to actual or pending litigation (or insurance investigations) involving the Corporation [as contemplated in clause 55(4)(b) of the Act], together with copies of all outstanding judgments against the Corporation [as contemplated in clause 76(1)(h) of the Act];
- (dd) a copy of the budget of the Corporation for the current fiscal year, together with the last annual audited financial statements and auditor's report on such statements;
- (ee) a copy of all minutes of settlement and/or written decisions made by any mediator or arbitrator appointed pursuant to section 132 of the Act, regarding any issue(s) in dispute involving the Corporation (or to which the Corporation is a party), together with copies of all court orders issued in those circumstances where the Corporation was a party to the proceeding or otherwise directly affected thereby; and
- (ff) all other records as may be prescribed or specified in any other by-laws of the Corporation, together with copies of all other materials received by the Corporation that the regulations to the Act may hereafter require the Declarant to deliver on or shortly after the turnover meeting as contemplated in clause 43(5)(m) of the Act.

ARTICLE IV – THE CORPORATION

4.1 Duties of the Corporation

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

- (a) the operation, care, upkeep, maintenance and repair of the common elements and repair of units when an owner fails to repair as provided for in the Act and in the Declaration;
- (b) the collection of contributions toward common expenses from the owners;
- (c) the arranging for the supply of all requisite utility services to the common elements and units (unless separately metered) except where prevented from carrying out such duty by reason of any event beyond the reasonable control of the Corporation. The Corporation shall not be liable for indirect or consequential damage or for damages for personal discomfort or illness by reason of the breach of such duty;
- (d) obtaining and maintaining insurance for the property as may be required by the Act, the Declaration or the By-laws;
- (e) the retention of legal counsel to prepare, register and discharge, following payment, certificates of lien for arrears of common expenses;
- (f) the preparation and delivery of status certificates as required by the Act;
- (g) the preparation of a yearly budget;
- (h) the supervision of all public or private service companies which enter upon the common elements for the purpose of supplying, installing, replacing and servicing their systems;

- (i) the obtaining and maintaining of fidelity bonds for any person dealing with Corporation monies and in such amounts as the Board may deem reasonable;
- (j) the 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;
- (k) the preparation and maintenance of the records to be kept by the Corporation in accordance with Article III hereof;
- (l) the calling and holding of meetings and the delivery of notices, as required;
- (m) the consistent and timely enforcement of the provisions of the Act, the Declaration, the By-laws and the rules of the Corporation; and
- (n) 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.

4.2 Powers of the Corporation

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

- (a) the employment and dismissal of personnel necessary for the maintenance and operations of the common elements;
- (b) the investment of reserve monies held by the Corporation in accordance with the Act;
- (c) the settling, adjusting or referring to mediation and/or arbitration of any claim or claims which may be made upon or which may be asserted on behalf of the Corporation;
- (d) entering into the following agreements as required from time to time:
 - (i) a management agreement which an individual or corporation to manage the affairs and assets of the corporation at such compensation and upon such terms as the Board may determine in its sole discretion;
 - (ii) an insurance trust agreement with an insurance trustee as permitted by the Act at such compensation and upon such terms as the Board may determine in its sole discretion;
 - (iii) an agreement required by the supplier of any utility or service to the Corporation upon such terms as the Board may determine in its sole discretion;
 - (iv) an agreement with the operator of a fitness centre with respect to the membership and/or use of any fitness centre on the property upon such terms and conditions as the board may determine in its sole discretion;
 - (v) an agreement required by the supplier of any utility or service to the Corporation upon such terms and conditions as the board may determine in its sole discretion;
 - (vi) a parking control agreement with Canapen (Bloor-Park) Ltd. and others providing for a mechanism for ensuring that owners of units and their tenants and invitees will be restricted from using the adjoining parking facility without paying the normal parking rates applicable to other members of the public using the said parking facility;

- (vii) an agreement with Canapen (Bloor-Park) Ltd. with respect to the maintenance of any upgrades made by the Declarant to the exterior façade of its existing building as well as various easements enjoyed by the Condominium Corporation on and in the existing building upon such terms and conditions as the board may determine in its sole discretion;
 - (viii) leases or licenses of any part of the common elements, except any part specified by the Declarant to be used by the owners of one or more designated units and not by all the owners, and on such terms and conditions as deemed appropriate by it;
 - (ix) grants or transfers of easements or licenses through the common elements;
 - (x) releases of easements that are part of the common elements; and
 - (xi) any other agreements which may be permitted by the Act and the Declaration and which are deemed advisable, desirable or necessary by the Board;
- (e) the authority to object to assessments under the *Assessment Act* on behalf of owners if it gives notice of the objections to the owners and to authorize the defraying of costs of objections out of the common expenses;
- (f) the borrowing of such amounts in any fiscal year as the board determines are necessary or desirable in order to protect, maintain, preserve or ensure the due and continued operation of the property in accordance with the Act, Declaration, by-laws of the Corporation, the Reciprocal Agreement 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 majority vote of the owners at a meeting duly called for that purpose or as required by the Act, provided however, the board may maintain over draft protection, in its general account, in an amount not exceeding one-twelfth (1/12) of the Corporation's current budget without approval of the Owners.
- (g) leasing any part of the non-exclusive use common elements, or granting or transferring any easement, right-of-way or license over, upon, under or through (or otherwise affecting) any part or parts of the common elements, and/or releasing and abandoning any appurtenant easement(s) or right(s)-of-way heretofore or hereafter granted to (or created in favour of) the Corporation, in respect of any servient tenement burdened or encumbered thereby, on the express understanding that to the extent that subsection 21(1) of the Act requires a by-law to authorize such a lease, licence, easement or right of way, or such a release and abandonment of easement, then this by-law shall accordingly be deemed and construed for all such purposes to be (and constitute) the by-law providing the board with the requisite authority to enter into any such lease, licence, easement or right of way, or any such release and abandonment of easement, and any such lease, licence, easement, right of way or release of easement may be executed on behalf of the Corporation by the authorized signing officer(s) of the Corporation, with or without the seal of the Corporation affixed thereto, and same shall be valid and binding on the Corporation without requiring the consent or concurrence of (or the written authorization or signature of) any unit owner(s) thereto;

ARTICLE V – MEETINGS OF OWNERS

5.1 Annual Meeting:

The annual meeting of owners shall be held within six (6) months following the Corporation's fiscal year end at such place and on such day and time in each year as the Board may from time to time determine for the purpose of receiving reports and statements required by the Act, the Declaration and By-laws of the Corporation, electing directors, appointing the auditor and fixing

or authorizing the Board to fix the auditor's remuneration, and for the transaction of such other business as may be set out in the notice of meeting. No more than fifteen (15) months shall elapse between the dates of two successive annual general meetings.

5.2 **The First Annual General Meeting:**

Pursuant to subsection 45(2) of the Act, the board shall hold the first annual general meeting of owners not more than three (3) months after the registration of the Declaration, and subsequently within six (6) months of the end of each fiscal year of the Corporation. The owners shall, at such first meeting, appoint one or more auditors to hold office until the close of the next annual meeting, and if the owners fail to do so, the board shall forthwith make such appointment. The remuneration of an auditor shall be fixed by the owners (if the auditor is appointed by the owners), or fixed by the board (if authorized to do so by the owners, or if the auditor is appointed directly by the board). The Corporation shall then give notice in writing to an auditor of his or her appointment forthwith after such appointment is made.

5.3 **Special Meeting:**

The Board shall upon receipt of a requisition in writing made by the owners who together own not less than fifteen (15%) per cent of the units, call and hold a meeting of the owners within thirty-five (35) days of the receipt of the requisition or if the requisitionists so request in the requisition or consent in writing, add the business to be presented at the requisitioned meeting to the agenda for the next annual general meeting. If the meeting is not called and held within thirty-five (35) days of receipt of the requisition, any of the requisitionists may call the meeting, which meeting shall be held within forty-five (45) days of the day on which the meeting is called. The Board may at any time call a special meeting of the owners for the transaction of any business, the nature of which shall be specified in the notice calling the meeting.

5.4 **Notices:**

At least fifteen (15) days written notice of every meeting specifying the place, the date, the hour and the nature of the business to be presented shall be given to each owner and mortgagee entitled to vote and entered on the record twenty (20) days before the date of the meeting in accordance with Section 47(7) of the Act. The Corporation shall not be obligated to give notice to any Owner who has not notified the Corporation that he/she has become an Owner nor give notice to any mortgagee who has not notified the Corporation of his/her entitlement to vote.

5.5 **Reports:**

A copy of the financial statement and a copy of the auditors report shall be furnished to every owner and mortgagee entered on the record at least twenty (20) days before the date of any annual general meeting of Owners. A copy of the minutes of meetings of owners and of the Board, shall be furnished to any owner or mortgagee who has requested same, within thirty (30) days of such request upon payment to the Corporation of a reasonable charge for photocopying.

5.6 **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, and any others entitled to vote there at, the auditor of the Corporation, the directors and officers of the Corporation, a representative of the Manager, and others who, although not entitled to vote, are entitled or required under the provisions of the Act or the Declaration and By-laws of the Corporation to be present at the meeting. Any other person may be admitted only on the invitation of the Chairperson of the meeting or with the consent of the meeting.

5.7 **Quorum:**

At any meeting of owners, a quorum shall be constituted when person entitled to vote and owning not less than twenty-five (25%) percent of the units are present in person or represented by proxy. If thirty minutes after the time appointed for the holding of any meeting of owners, a quorum is not present, the meeting shall stand adjourned and if the meeting was an annual general meeting, the Board shall call a further meeting of the owners in accordance with the Act.

5.8 **Right to Vote:**

Subject to the restrictions in paragraphs 5.10 and 5.12 of this Article V, every owner of a Unit that has the right to vote in accordance with the Act shall be entitled to vote who is entered on the Record as an owner or has given notice to the Corporation, in a form satisfactory to the Chairperson of the meeting that he/she is an owner. If a unit has been mortgaged, and the person who mortgaged such unit (or his/her proxy) has expressly authorized or empowered the mortgagee to vote and exercise the right of the owner to vote in respect of such unit and such unit and such mortgagee has, at least four (4) days before the date specified in the notice of meeting, notified the owner and the Corporation of his/her intention to exercise such right, such mortgagee shall be entitled to vote upon filing with the Secretary of the meeting sufficient proof of same. Any dispute over the right to vote shall be resolved by the Chairperson of the meeting upon such evidence as the Chairperson may deem sufficient. Each owner or mortgagee shall be entitled to only one (1) vote per unit.

5.9 **Conduct of Meetings and Method of Voting:**

At any general or special meeting, the president of the Corporation (or to whomever he may delegate the responsibility) or failing him/her, the vice-president, or failing him/her, some other person appointed by the Board or failing such appointment, such other person elected at the meeting shall act as Chairperson of the meeting and the Secretary of the Corporation shall act as Secretary of the meeting or, failing him, the Chairperson shall appoint a Secretary. Any question shall be decided by a show of hands unless a poll is required by the Chairperson or is demanded by an owner or mortgagee present in person or by proxy and entitled to vote, and unless a poll is so required or demanded, a declaration by the Chairperson that the vote upon the question has been carried, or carried by a particular majority, or not carried, is prima facie proof of the fact without proof of the number of votes recorded in favour of or against such question; provided, however, that voting for the election of Directors shall be by ballot only, other than in the case of acclamation. A demand for a poll may be withdrawn. If a poll is so required or demanded and the demand is not withdrawn, a poll upon the question shall be taken in such manner as the Chairperson shall direct.

5.10 **Representatives:**

An executor, administrator, committee of a mentally incompetent person, guardian or trustee (and where a corporation acts in such capacity any person duly appointed a proxy for such corporation) upon filing with the Secretary sufficient proof of his/her appointment, shall represent the owner or mortgagee at all meetings of the owners, and may vote in the same manner and to the same extent as such owner. If there be more than one executor, administrator, committee, guardian or trustee, the provisions of paragraph 10 of this Article V shall apply.

5.11 **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, the majority of the Owners of the Units shall decide how the vote is exercised.

5.12 **Votes to Govern:**

At all meetings of owners every question shall, unless otherwise required by the Act, Declaration or By-laws be decided by a majority of the votes duly cast on the question.

5.13 **Entitlement to Vote:**

Unless the requirements in connection with the specific matter upon which the vote is being taken stipulate that the resolution or motion as the case may be must be passed by one hundred (100%) per cent of the unit owners, no owner is entitled to vote at any meeting if any contributions for common expenses payable in respect of his unit are in arrears for more than thirty (30) days prior to the meeting, provided, the Owner's right to vote shall be reinstated if the Corporation receives payment by certified funds of the arrears and all other costs and expenses owing before the meeting is held.

5.14 **Proxies:**

Every owner or mortgagee entitled to vote at any meeting of the 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 Owner or his attorney authorized in writing, and shall be for a particular meeting. The instrument appointing a proxy shall be deposited with the Secretary prior to the start of the meeting.

5.15 **Minutes:**

While the Corporation may produce, circulate and/or maintain minutes of any meeting that contain a more detailed narrative description of the proceedings at any meeting of Owners, the Corporation shall prepare, circulate and maintain a minute record of each meeting which records the following, and only the following, information.

- (a) the date, time and place of the meeting;
- (b) those present in person and by proxy at the meeting;
- (c) the identity and method of appointment of the Chair and the Secretary of the meeting;
- (d) confirmation of the due calling of the meeting, confirmation of a quorum;
- (e) the disposition of each agenda item, including a record of the mover, seconder (where necessary) and disposition of every motion made and vote held pursuant to the agenda;
- (f) a record of the mover, seconder (where necessary) and disposition of every other motion made at the meeting;
- (g) a record (by brief description only) of any matter raised or discussed in addition to agenda items;
- (h) adjournment of the meeting; and
- (i) certification of the Secretary and Chair of the meeting.

ARTICLE VI – BOARD OF DIRECTORS

6.1 The Corporation:

The affairs of the Corporation shall be managed by a Board of Directors.

6.2 Number of Directors and 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.

6.3 Qualifications:

Each director shall be 18 or more years of age and need not be an owner of a unit in the Corporation. No undercharged, 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. A director immediately ceases to be a director if a certificate of lien has been registered against a unit owned by the director and the director does not obtain a discharge of the lien within ninety (90) days of the registration of the lien.

6.4 Consent: No election or appointment of a person as a director shall be effective unless:

- (a) he/she consents in writing to act as a director before his/her election or appointment or within ten (10) days thereafter; or
- (b) he/she was present at the meeting when he/she was elected or appointed and did not refuse at that meeting to act as a director.

6.5 Election and Term:

- (a) The directors of the Corporation shall be elected in rotation and shall be eligible for re-election. At the turnover meeting held pursuant to Section 43 of the Act, two (2) directors shall be elected to hold office for a term of one year; two (2) directors shall be elected to hold office for a term of two years and one (1) director shall be elected to hold office for a term of three years. At such election, the director receiving the greatest number of votes shall hold office for the longest term, and the directors receiving the next greatest number of votes shall hold office for the next longest term. Such directors may, however, continue to act until their successors are elected. If more than one (1) of such directors whose terms are not of equal duration shall resign from the Board prior to the expiration of their respective terms, and shall be replaced at a meeting of owners called for that purpose, the director or directors receiving the greater number of votes shall complete the longest remaining terms of the resigning directors. At each annual meeting thereafter a number of directors equal to the number of directors retiring in such year shall be elected for a term of three (3) years.
- (b) If at least fifteen (15%) percent of the units are owner occupied (as defined in subsection 51(5) of the Act), no persons other than the owners of owner-occupied units may elect a person to one of the positions on the board. If fifteen (15%) percent of the units are owner occupied at the turnover meeting, the position on the board to be elected by owners of owner-occupied units shall be the director elected for the one (1) year term and thereafter when that position becomes vacant (either because of resignation or the term has expired) the director for that position shall be voted upon only by the owners of owner-occupied units. If at least fifteen (15%) percent of the units are not owner-occupied at the turnover meeting but in any subsequent year more than fifteen (15%) percent of the units become owner-occupied, the position of a director whose terms

expires in that year shall be designated the director to be elected by owners of owner-occupied units and thereafter when that position becomes vacant (either because of resignation or the term has expired), the director for that position shall be voted upon only by the owner of owner-occupied units.

6.6 Filling of Vacancies and Removal of Directors:

- (a) If a vacancy in the membership of the Board occurs, other than by way of removal by the owners or as a result of the number of directors being increased, subject to subparagraph (c) of this paragraph 6, the majority of the remaining members of the Board may appoint any person qualified to be a member of the Board to fill the vacancy until the next annual meeting at which time the vacancy shall be filled by election of the owners.
- (b) Where the number of directors is increased, the vacancies resulting from such increase shall be filled only by election at such meeting of the owners and the director(s) so elected shall not act until the by-law increasing the number of directors is registered.
- (c) When there is not a quorum of directors in office, the director(s) then in office shall forthwith call a meeting of owners to fill the vacancies and, in default or if there are no directors then in office, the meeting may be called by an owner.
- (d) Any director may be removed before the expiration of his term by a vote of owners who together own a majority of the units and the owners may elect, in accordance with the by-laws dealing with the election of directors, any person qualified to be a member of the Board for the remainder of the term of the director removed provided the director elected by owners of owner-occupied units may only be removed by a vote of the owners of owner-occupied units in accordance with the Act.

6.7 Calling of Meetings:

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 or any two directors may determine, and the Secretary shall call meetings when authorized by them. Notice of any meeting so called shall be delivered personally, by prepaid mail, courier delivery or electronic communication to each director addressed to him at his latest address, entered on the Record of the Corporation 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 and consent to the holding of such meeting, or if those absent have waived notice of or otherwise signified in writing their consent to the holding of such meeting.

6.8 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 given to each director forthwith after being passed, but no other notice shall be required for any such regular meeting.

6.9 Teleconference:

A meeting of the board may be held or convened by way of teleconference, or any other form of communication system that allows all of the directors to participate concurrently and to communicate with each other simultaneously and instantaneously, provided that all of the directors participating in a meeting held or convened by such means have consented thereto, and a director so participating in any such meeting held or convened by such means shall be deemed (for

the purposes of subsection 35(5) of the Act and this by-law) to be present at such meeting. The board may, by resolution signed by all the directors, provide their consent, in advance, to have meetings of the board conducted in the manner contemplated herein, without the necessity of requiring new consents prior to each and every meeting, provided that such resolution (and the standing consent referred to therein) shall be automatically rendered ineffective from and after (but not prior to) the delivery to the board by any director of a written notice revoking his or her consent to such resolution.

6.10 First Meeting of New Board:

The Board may without notice hold its first meeting for the purpose of organization and the election and appointment of officers immediately following the meeting of owners at which the directors of such Board were elected, provided a quorum of directors be present.

6.11 Conflict of Interest:

A director shall not be disqualified by reason of his office from contracting with the Corporation, Subject to the provisions of the Act, a director shall not by reason only of his office be accountable to the Corporation or to its owners for any profit or gain realized from a contract or transaction in which he has an interest, and such contract or transaction shall not be voidable by reason only of such interest, provided that the provisions in the Act relating to a declaration of interest have been followed.

6.12 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 or for 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, 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 tortuous 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 part or for any other loss, damage or misfortune whatsoever which shall happen in the execution of the duties of his/her office or in relation thereto, unless the same shall happen through his/her own dishonest or fraudulent act or acts.

6.13 Indemnity of Directors and Officers:

Every director and officer of the Corporation and their respective heirs, estate trustees, successors, and other legal personal representatives shall at all times be indemnified and saved harmless by the Corporation from and against:

- (a) any liability and all costs, charges and expenses that the director or officer sustains or incurs in respect of any action, suit or proceedings that is proposed or commenced against him or her for or in respect of anything done, permitted to be done, or omitted to be done, by him or her, in respect of the execution of the duties of his or her office; and
- (b) all other costs, charges and expenses that such director or officer sustains or incurs in respect of the affairs of the Corporation.

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

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

6.14 Insurance:

Subject to the limitations contained in the Act, the Corporation shall purchase and maintain such insurance for the benefit of the directors and officers as the Board may from time to time determine.

6.15 Standard of Care:

Every director and officer shall exercise the powers and discharge the duties of his or her office honestly and in good faith, and shall exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

6.16 Consent of Director at Meeting:

A director who is present at a meeting of directors, or committee of directors, is deemed to have consented to any resolution passed at such meeting or to any action taken thereat, unless such director:

- a) requests that his or her dissent is entered in the minutes of the meeting; or
- b) delivers a written dissent to the secretary of the meeting before the meeting is terminated.

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

6.17 Deemed Consent of a Director:

A director who was not present at a meeting at which a resolution was passed or any action taken is deemed to have consented thereto unless within seven (7) days after becoming aware of the resolution, the director:

- a) causes his or her dissent to be entered into (or annexed to) the minutes of the meeting; or
- b) delivers a written dissent to the Corporation, personally or by registered mail.

6.18 Minutes:

While the Corporation may produce, circulate and/or maintain minutes of any meeting that contain a more detailed narrative description of the proceedings at any meeting of Directors, the

Corporation shall prepare, circulate and maintain a minute record of each meeting which records the following and only the following, information:

- (a) the date, time and place of the meeting;
- (b) those present in person and by proxy at the meeting;
- (c) the identity and method of appointment of the Chair and the Secretary of the meeting;
- (d) confirmation of the due calling of the meeting;
- (e) confirmation of a quorum;
- (f) the disposition of each agenda item including confirmation of the moving, seconding (where necessary) and disposition of every motion made and vote held pursuant to the agenda;
- (g) confirmation of the moving, seconding (where necessary) and disposition of every other motion made at the meeting;
- (h) adjournment of the meeting; and
- (i) certification of the Secretary and Chair of the meeting.

ARTICLE VII – OFFICERS

7.1 Elected Officers:

At the first meeting of the Board, after each election of directors and whenever a vacancy in the office occurs, the Board shall elect from among its members a President. Until such elections, the then incumbent (if a member of the Board) shall hold office.

7.2 Other Elections and Appointments:

The Board shall appoint or elect a Secretary, a Treasurer and such other officers as the Board may determine, including one or more assistants to any such officers. The officers so elected may, but need not be, members of the Board. One person may hold more than one office.

7.3 Term of Office:

The board may by resolution remove at its pleasure any officer of the Corporation.

7.4 President:

The President, shall, when present unless he/she has delegated the responsibility, preside at all meetings of the owners and of the Board, and shall be charged with the general supervision of the business and 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.

7.5 Vice-President:

During the absence of the President his/her duties may be performed and his/her powers may be exercised by the Vice-President, or if there are more than one, by the Vice-Presidents, in order of seniority as determined by the Board. If 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.

7.6 General Manager:

The General Manager, if one be appointed, shall have the general management and direction, subject to the authority of the Board and the supervision of the President, of the Corporation's business and affairs, and the power to appoint and remove any and all employees and agents of the Corporation not elected or appointed directly by the Board, and to settle the terms of their employment and remuneration. The terms of employment and remuneration of the General Manager appointed by the Board shall be settled from time to time by the Board.

7.7 Secretary:

The Secretary shall give or cause to be given all notices required to be given to the owners, directors, auditors, mortgagees and all other entitled thereto; he/she shall attend all meetings of the directors and owners and shall enter or cause to be entered in records kept for that purpose minutes of all proceedings at such meetings; he/she shall be the custodian of all books, paper, records, documents and other instruments belonging to the Corporation, and he/she perform such other duties as may from time to time be prescribed by the Board.

7.8 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

shall control the deposit of money, the safekeeping of securities and the disbursement of funds of the Corporation; he/she shall render to the Board whenever required of him/her an account of all his/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.

7.9 Other Officers:

The duties of all other officers of the Corporation shall be as set out in the terms of their employment or as the Board further declares. Any of the power 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.

7.10 Agents and Attorneys:

The board shall have power from time to time to appoint agents or attorneys for the Corporation with such powers of management or otherwise (including the power to sub-delegate) as may be thought fit.

7.11 Committees:

In order to assist the board in managing the affairs of the Corporation, the board may from time to time establish or constitute such advisor committees to advise and make recommendations to the board in connection with any activities undertaken (or under consideration) by the board, including those related to management, budgets, rules and/or any other matters related to the common elements or any facilities, services or amenities (or any portion thereof). The members of such committees shall be appointed by the board to hold office, and may be removed at any time by resolution of the board.

ARTICLE VIII – BANKING ARRANGEMENTS AND CONTRACTS

8.1 Arrangements:

The banking business of the Corporation or any part thereof shall be transacted with such bank or trust company as the Board may designate or appoint from time to time by resolution, and all such banking business, or any part thereof, shall be transacted on the Corporation's behalf by such one or more officers or other person as the Board may designate, direct or authorize from time to time by resolution and, to the extent therein provided, including without restricting the generality of the 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 agreements relating to any such banking business and defining the rights and powers of the parties thereto; and the authorizing of any officer of such bank to do any act or thing on the Corporation's behalf to facilitate such banking business.

8.2 Execution of Instruments:

Subject to the provisions of the Act, and subject to the provisions of any other by-law(s) of the Corporation specifically designating the person or persons authorized to execute any type or class of documents on behalf of the Corporation, all deeds, transfers, assignments, contracts and obligations on behalf of the Corporation may be signed by any two directors of the Corporation. Any contract or obligation within the scope of any management agreement entered into by the Corporation may be executed on behalf of the Corporation in accordance with the provisions of such management agreement. The manager of the Corporation, any two members of the board, or the Corporation's solicitor, may execute a certificate of lien or discharge thereof. Subject to the provisions of the Act and the Declaration, but notwithstanding any provisions to the contrary contained herein or in any other by-laws of the Corporation, the board may at any time (and from

time to time) by resolution direct the manner in which, and the person or persons by whom, any particular deed, transfer, assignment, contract, cheque or obligation, or any class of deeds, transfers, assignments, contracts, cheques or obligations of the Corporation mayor shall be signed.

8.3 No Seal:

Despite anything contained in this by-law to the contrary, any document or instrument that would otherwise require a seal need not be executed under the seal of the Corporation, provided that same has been duly executed by the person or persons expressly authorized and empowered to execute same on behalf of the Corporation, nor shall any such document or instrument be duly witnessed, in order to be valid, effective and binding upon the Corporation, provided that the name of the signatory, his or her office in the Corporation, and the phrase "I/We have the authority to bind the Corporation" are clearly set out below the signature(s) or the person(s) expressly authorized and empowered to execute same on behalf of the Corporation, and any such duly executed document or instrument shall have the same validly and binding effect on the Corporation (for the purposes) as if same had been duly executed under the seal of the Corporation.

8.4 Execution of Status Certificates:

Status certificates may be signed by any officer or any director of the Corporation provided that the Board may by resolution direct the manner in which, and the person by whom, such certificates may or shall be signed from time to time.

ARTICLE IX – FINANCIAL YEAR END

9.1 Financial Year End:

The financial year end of the Corporation shall end on the last day of the month in which the declaration and description creating the Corporation were registered, in each year, or on such other day as the Board by resolution may determine.

ARTICLE X – NOTICE

10.1 Method of Giving Notices:

Except as otherwise specifically provided in the Act, the Declaration, this by-law or any other by-law(s) of the Corporation hereafter enacted, any notice(s), communication(s) or other document(s), including budgets and notices of assessment required to be given, served or delivered shall be sufficiently given or served if given in accordance with the following provisions:

- a) to an owner: [who has notified the Corporation in writing of his or her ownership interest in any unit, and of his or her name and address for service], be giving same to such owner (or to any director or officer of such owner, if the owner is a corporation) either:
- (i) personally, by courier, or by ordinary mail, postage prepaid, addressed to such owner at the address for service given by such owner to the Corporation; or
 - (ii) by facsimile transmission, electronic mail, or by any other method of electronic communication (if the owner agrees in writing that the party giving the notice may do so in this manner); or
 - (iii) delivered at the owner's unit or at the mail box for the owner's unit, unless:

- A. the party giving the notice has received a written request from the owner that the notice not be given in this manner; or
 - B. the address for service that appears in the Records is not the same address of the unit of the owner.
- b) to a mortgagee: [who has notified the Corporation in writing of his or her interest as mortgagee in any unit, and of his or her name and address for service, and of his or her right under the terms of the mortgage to vote at a meeting of owners (or to consent in writing) in the place and stead of the mortgagor/unit owner], by giving same to such mortgagee (or to any director or officer of such mortgagee, if the mortgagee is a corporation) either:
- (i) personally, by courier, or by ordinary mail, postage prepaid, addressed to such mortgagee at the address for service given by such mortgagee to the Corporation; or
 - (ii) by facsimile transmission, electronic mail, or by any other method of electronic communication (if the mortgagee agrees in writing that the party giving the notice may do so in this manner).
- c) to the Corporation: by giving same personally' to any director or officer of the Corporation, or by courier or by registered mail, postage prepaid, addressed to the Corporation at its address for service as set out in the Declaration, or as changed in accordance with the requirements of the Act;

10.2 Receipt of Notice:

If any notice is mailed as aforesaid, then such notice shall be deemed to have been received (and to be effective) on the second (2nd) day following the day on which same was mailed. If any notice is delivered personally, by courier, or by facsimile transmission or by any other method of electronic communication, then such notice shall be deemed to have been received (and to be effective) on the next day following the day on which same was personally delivered, couriered, telefaxed, or sent by any other method of electronic communications, as the case may be.

10.3 Omissions and Errors:

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

ARTICLE XI – ASSESSMENT AND COLLECTION OF COMMON EXPENSES

11.1 Duties of the Board:

All expenses, charges and costs of maintenance of the common elements and any other expenses, charges or costs which the Board may incur or expend pursuant hereto 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. 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, which shall include provision for a reserve fund as required by the Act. 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 common expenses are based to all owners and mortgagees entered in the Record.

11.2 Owner's Obligations:

Each owner shall pay to the Corporation the amount of such assessment in equal monthly payments on the first day of each and every month next following notice of such assessment by way of twelve (12) postdated cheques or execution of pre-authorized payment plan, until such time as a new assessment has been provided to such owner.

11.3 Extraordinary Expenditures:

In addition to the annual assessment, extraordinary expenditures not contemplated in the foregoing budget and for which the Board shall not have sufficient funds, may be assessed at any time during the year by the Board serving notice of such assessment on all owners as an additional common expense. The notice shall include a written statement setting out the reasons for the assessment. The assessment shall be payable by each owner within ten (10) days after the delivery thereof to him, or within such further period of time or in such installments as the Board may determine.

11.4 Default in Payment of Assessment:

- (a) Arrears of payments required to be made under the provisions of this article shall bear interest at a rate determined by the Board from time to time and in default of such determination shall bear interest at the rate of eighteen (18%) per cent per annum and shall be compounded monthly until paid.
- (b) In addition to any remedies or liens provided by the Act, if any owner is in default in payment of an assessment levied against him for a period of fifteen (15) days, the Board may retain a solicitor on behalf of the Corporation to enforce collection and there shall be added to any amount due all costs of such solicitor as between a solicitor and his own client and such costs may be collectible against the defaulting owner in the same manner as common expenses.
- (c) The Board when giving notice of default in payment of common expenses or any other default to the owner of the unit, shall concurrently send a copy of such notice to each mortgagee of such unit who has requested that such notices be sent to him.

ARTICLE XII – LIABILITY FOR COSTS

12.1 Abatement and Restraint of Violations by Unit Owners and Liability Costs:

The owner of a unit is responsible for any cost incurred to repair:

- (a) damage to the common elements or other units that may have been caused by either the Owner's use or his/her residents to their visitors use of same; and
- (b) damage to the common elements that has been caused by the deliberate or negligent conduct of any owner, resident or their invited guests.

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 him/herself, the Board of Directors 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.

12.2 Additional Rights of Corporation:

The violation of any provisions of the Act, the Declaration, the By-laws, the Reciprocal Agreement, and/or the rules adopted by the Board of Directors, shall give the Board the right, in addition to any other rights set forth in these by-laws:

- (a) to enter the unit in which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting owner, any structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board shall not thereby be deemed guilty to any manner of trespass; or
- (b) 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 by implementing such proceedings as provided for in Part IX of the Act.

12.3 Insurance Deductible:

Pursuant to subsection 105(2) and (3) of the Act, where any insurance policy obtained or maintained by the Corporation contains a deductible clause that limits the amount payable by the insurer, then the portion of any loss that is excluded from coverage shall be deemed a common expense, provided however that if an owner, tenant or any other person residing in the owner's unit with the permission or knowledge of the owner, by or through any act or omission causes damage to such owner's unit, or to any other units, or to any portion of the common elements, in those circumstances where such damage was not caused or contributed by any act or omission of the Corporation (or any of its directors, officers, agents or employees), then the amount which is equivalent to the lesser of the cost of repairing the damage and the deductible limit of the Corporation's insurance policy shall be added to the common expenses payable in respect of such owner's unit, together with all costs and expenses incurred by the Corporation (either directly or indirectly) in resolving such claim and/or having such damage fully rectified (including the increase in insurance premiums, if any, charged or levied against the Corporation by its insurer as a result of such claim or damage, together with all legal costs incurred by the Corporation on a solicitor and client basis), and shall be recoverable from such owner in the same manner (and upon the same terms) as unpaid common expenses.

ARTICLE XIII – MISCELLANEOUS

13.1 Invalidity:

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

13.2 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, and vice versa.

13.3 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.

13.4 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.

13.5 Alterations:

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

13.6 Conflicts:

In the case of a conflict between the provisions of the Act and any provision in the Declaration, By-laws or Rules, the Act shall prevail. In the case of a conflict between the provisions in the Declaration and any provision in the By-laws or Rules, the Declaration shall prevail. In the event the provisions of the Act or in the Declaration are silent the provisions of the By-laws shall prevail.

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

Dated this 10th day of July, 2003

Original signed by: Mark Mandelbaum
 Sanford Minuk
 Linda Warth

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

Dated this 26th day of July, 2003

TWO BLOOR RESIDENCES LIMITED
Original signed by Mark Mandelbaum, Secretary

I have authority to bind the Corporation.

**APPENDIX A TO BY-LAW NO. 1
WAS REPEALED EFFECTIVE AS OF
FEBRUARY 19, 2009**

**PLEASE SEE BY-LAW NO. 5 FOR CURRENT
MEDIATION PROCEDURES**

APPENDIX: A "TO BY-LAW #1

ARTICLE 1 – PRE-MEDIATION PROCEEDINGS

Prior to submitting a dispute on any question or matter to a mediator appointed by the parties in accordance with Section 132 of the *Condominium Act, 1998* as set forth below, and within fourteen (14) days of the dispute first arising, the unit owner (or unit owners) and the board of directors shall meet on at least one occasion, and shall use their best efforts to resolve the question or matter in dispute through good faith negotiations conducted at such meeting and, if the parties are able to agree upon the selection of a neutral person who may be and include the Corporation's property manager and/or a highly regarded member of the community, the meeting shall include such neutral person(s), all acting with a view to securing a resolution of the question or matter in dispute without further proceedings, including the conduct of mediation with the assistance of an outside mediator.

If one of the parties to the questions or matter in dispute is unable or unwilling to participate in the initial meeting described in the preceding paragraph, then either party to the dispute may within 5 business days give written notice to the other that it is submitting the question or matter in dispute to the mediation and arbitration procedures set forth below.

If the parties, having met and used their best efforts to resolve the question or matter in dispute through good faith negotiation, have been unable to resolve the question or matter in dispute, then either party may, thereafter, give notice to the other that it is submitting the question or matter in dispute to mediation.

ARTICLE 2 – MEDIATION

Within 30 days following the giving of notice by one party to the other party or parties as set forth above, the question or matter in dispute shall be settled, initially, by mediation proceedings in accordance with Section 132 of the *Condominium Act, 1998*.

Selection and Role of the Mediator:

The party serving notice of mediation shall set forth in the notice to the other party the names, qualifications and experience of two or more mediators from whom the other party may select one, or alternatively, may furnish to the first party its own list of two or more persons qualified to act as a mediator, and within 7 days thereafter, the parties shall communicate directly with one another to select a mediator. If the parties are unable to agree upon the selection of a mediator within 7 days, or within such longer period of time as may be agreeable to the parties, then the appointment of a mediator shall be conducted by anyone of the founding members or by the executive director of the Condominium Dispute Resolution Centre (the "CDRC") whose decision in the appointment of a qualified mediator for this purpose shall be final and binding upon the parties. The mediator selected by the parties or, failing their agreement, appointed by the CDRC, shall not have had any current or past relationship of any kind with any of the parties that might otherwise give rise to justifiable doubts as to his or her impartiality or independence in assuming a neutral role as a mediator to assist the parties in the resolution of their dispute.

The mediator's role is to assist the parties to negotiate a resolution of their dispute. The mediator will not make decisions for the parties about how the matter should or must be resolved.

Party Confidentiality:

The parties to the question or matter in dispute acknowledge that mediation is a confidential settlement process, and that they are participating in the process with the understanding that anything discussed in the mediation cannot be used in any other proceeding.

Pre-mediation information:

Each of the parties shall provide to the mediator a brief description of the dispute in writing in order to facilitate a more complete understanding of the controversy and the issues to be mediated not less than two (2) days prior to the first mediation session, which date the mediator shall have authority to establish at the earliest possible and convenient date to the parties.

Authority to Settle:

The parties or those representing them at the mediation shall have full, unqualified authority to settle the controversy.

Mediator Confidentiality:

The mediator shall not disclose to anyone who is not a party to the mediation anything said or any materials submitted to the mediator except when ordered to do so by Judicial authority or where required to do so by law.

Legal Representation:

The parties may seek legal representation or advice prior to or during the mediation. They may have lawyers present at the mediation, if they so desire, if the mediator selected by the parties is a qualified lawyer, he or she will not provide legal representation or legal advice to any party at any time, and the mediator has no duty to assert or protect the legal rights and responsibilities of any party, or to raise any issue not raised by the parties themselves, or to determine who should participate in the mediation.

Right to Withdraw:

In accordance with Section 132 of the *Condominium Act, 1998*, it is mandatory that each party to the dispute attend the initial mediation session. Prior to such attendance, each party shall provide the mediator with a brief description of the dispute in writing. Subject to the foregoing requirements, each party shall be entitled to withdraw at and from the initial mediation session.

Costs of the Mediation:

In accordance with Section 132 of the *Condominium Act, 1998*, each party shall pay the share of the mediator's fees and expenses that the settlement specifies, if a settlement is obtained, or the mediator specifies in the notice stating that the mediation has failed, if the mediations fails.

Notice and Report:

In the event that the parties are unable, with the assistance of the mediator, to settle their dispute, the mediator shall deliver a notice to the parties stating that the mediation has failed, and the parties shall thereafter resolve their dispute by arbitration under the *Arbitration Act, 1991* and in the manner set forth below.

Settlement:

In accordance with the Section 132 of the *Condominium Act, 1998*, upon obtaining a settlement between the parties with respect to the disagreement submitted to mediation, the mediator shall make a written report of the settlement which shall form part of the agreement or matter that was the subject.

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BY-LAW NO. 2

**AUTHORIZATION TO ENTER INTO
RECIPROCAL AGREEMENT AND
INSURANCE TRUST AGREEMENT**

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1525

BY-LAW NO. 2

A by-law respecting the authorization of the
Condominium Corporation to enter into or
assume a Reciprocal Easement & Operating Agreement
and Insurance Trust Agreement

BE IT ENACTED as a by-law of TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1525 (hereinafter referred to as "the Corporation") as follows:

THAT the President or Secretary may, on behalf of the Corporation, enter into assignment and assumption agreement respecting the following agreements:

(i) Reciprocal Easement and Operating Agreement among Bloor at Yonge Developers Inc., 1210588 Ontario Inc., 1362983 Ontario Inc., 1196603 Ontario Inc., Canapen (Bloor-Park) Ltd. and Canapen (Residences) Ltd. (now Two Bloor Residences Limited) registered in The Land Titles Division of the Toronto Registry Office No. 66 as Instrument No. E371598 (the "Reciprocal Agreement") pursuant to which Two Bloor Residences Limited assigns to the Corporation all of the rights and benefits of Two Bloor Residences Limited in the Reciprocal Agreement and assumes the obligations of Two Bloor Residences Limited under the Reciprocal Agreement and any agreements superseding, supplementing, incidental or granted pursuant to the Reciprocal Agreement including easements, rights-of-way, restrictions, insurance trust agreements and/or assignment and assumption agreements respecting such insurance trust agreements, status certificates and the provision of security by way of cross charges, letters of credit, pledge of monies or otherwise contemplated in the Reciprocal Agreement, which assignment and assumption agreement shall be substantially in the form attached hereto as Schedule "A", with such amendments thereto, if any, as such officer or director executing the same may approve; and

(ii) The Insurance Trust Agreement made as of the 9th day of August, 2000, amongst Montreal Trust Company of Canada, Bloor at Yonge Developers Inc., 1210558 Ontario Inc., 1362983 Ontario Inc., Larco Hospitality Inc., Canapen (Bloor-Park) Ltd., 1424255 Ontario Limited, Two Bloor Residences Limited, The Municipality of Metropolitan Toronto (now City of Toronto), 3014665 Canada Inc., CIBC Mortgages Inc., HSBC Bank Canada (formerly called HongKong Bank of Canada), and Hudson's Bay Company, which assignment and assumption agreement shall be substantially in the form attached hereto as Schedule "B", with such amendments thereto, if any, as such officer or director executing the same may approve.

The foregoing by-law is hereby enacted and passed by the directors of the Corporation as evidenced by the respective signatures hereto of all the directors.

Dated this 10th day of July, 2003.

Original signed by Mark S. Mandelbaum
Sanford Minuk
Linda Warth

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

Dated this 26th day of July, 2003.

TWO BLOOR RESIDENCES LIMITED
Original signed by Mark S. Mandelbaum - Secretary

#706595v3|4025014

I have authority to bind the Corporation.

SCHEDULE "A" TO BY-LAW NO. 2
8 PARK ROAD CONDOMINIUM

ASSIGNMENT AND ASSUMPTION AGREEMENT made as of the 13th day of June, 2003.

AMONG:

BLOOR AT YONGE DEVELOPERS INC.,
a corporation incorporated under the laws of Canada

(hereinafter called "Bloor")

OF THE FIRST PART

-and-

TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 1525, a corporation
incorporated under the laws of the Province of Ontario

(hereinafter called "TSCC")

OF THE SECOND PART

-and-

2001101 ONTARIO INC., a corporation
incorporated under the laws of the Province of Ontario

(hereinafter called "101")

OF THE THIRD PART

-and-

2001103 ONTARIO INC., a corporation
incorporated under the laws of the Province of Ontario

(hereinafter called "103")

OF THE FOURTH PART

-and-

1210558 ONTARIO INC., a corporation
Incorporated under the laws of the Province of Ontario

(hereinafter called "121")

OF THE FIFTH PART

-and-

CANAPEN (BLOOR-PARK) LTD.,
a corporation incorporated under the laws of Canada

(hereinafter called "Canapen")

OF THE SIXTH PART

-and-

TWO BLOOR RESIDENCES LIMITED,
a corporation incorporated under the laws of the Province of Ontario

(hereinafter called "Two Bloor")

OF THE SEVENTH PART

-and-

1451023 ONTARIO INC., a corporation
Incorporated under the laws of the Province of Ontario

(hereinafter called "145")

OF THE EIGHTH PART

-and-

1464255 ONTARIO LIMITED, a corporation
Incorporated under the laws of the Province of Ontario

(hereinafter called "1464255")

OF THE NINTH PART

WHEREAS:

- A. Bloor, Canapen, Hotelco, Apartmentco, Ownco and Residences entered into a Reciprocal Easement and Operating Agreement dated as of January 1, 1998 (the "Reciprocal Agreement") notice of which was registered against the Project as instrument No. E-371598 on November 10, 2000.
- B. Residences assigned its rights in the Reciprocal Agreement to Two Bloor and Two Bloor assumed the obligations of Residences in the Reciprocal Agreement pursuant to an assignment and assumption agreement dated as of January 30, 2001;
- C. Each of Bloor and Canapen assigned a 25% undivided interest in each of their respective rights in the Reciprocal Agreement to 1464255 as co-tenant, and 1464255 assumed a 25% undivided interest in the respective obligations of each of Bloor and Canapen in the Reciprocal Agreement as co-tenant pursuant to an assignment and assumption agreement dated as of February 26, 2001;
- D. Pursuant to an assumption agreement dated as of February 28, 2001;
 - (i) 121 assigned all of its rights and benefits under the Reciprocal Agreement to Hotelco as they relate to the leasehold interest of 121 in the Hotel Lands and Hotelco assumed the burden of all Easements granted by, and all other obligations of, 121 in the Reciprocal Agreement to the extent that such Easements or other obligations relate to the leasehold interest of 121 in the Hotel Lands.
 - (ii) Ownco assigned all of the rights and benefits under the Reciprocal Agreement to 145 as they relate to the reversionary interest of Ownco in the Hotel Lands and 145 assumed the burden of all Easements granted by and all obligations of Ownco in the Reciprocal Agreement to the extent that such Easements or other obligations relate to the reversionary interest of Ownco in the Hotel Lands;
 - (iii) Ownco assigned all of its rights and benefits under the Reciprocal Agreement to 103 as they relate to the reversionary interest of Ownco in the Apartment and 103 assumed the burden of all Easements granted by and all obligations of Ownco in the Reciprocal Agreement to the extent that such Easements or other obligations relate to the reversionary interest of Ownco in the Apartment Lands;
 - (iv) Ownco assigned all of the rights and benefits under the Reciprocal Agreement to 101 as they relate to the reversionary interests of Ownco in the Larco Lands and 101 assumed the burden of all Easements granted by, and all other obligations of Ownco in the Reciprocal Agreement to the extent that such Easements or other obligations relate to the reversionary interest of Ownco in the Larco Lands;
- E. Capitalized expressions in this agreement have the meanings ascribed thereto in the Reciprocal Agreement unless otherwise defined herein;
- F. Two Bloor has constructed an Approved Condominium on the Residences Land and has registered the Residences Lands in accordance with the *Condominium Act (Ontario)* (the "Act"), whereby TSCC was created pursuant to a description and declaration made by Two Bloor as declarant and registered against the Residences Lands on June 12, 2003 as Instrument No. AT-193268;
- G. The Reciprocal Agreement requires that forthwith upon its creation, the Condominium Corporation for the Approved Condominium shall become a party to the Reciprocal Agreement and the Reciprocal Agreement contemplates an assignment and assumption agreement to be entered into by the Condominium Corporation and the Parties therefore desire to enter into this assignment and assumption agreement (the "Assumption Agreement") which will be deemed to be an assignment and assumption agreement as contemplated by Section 21.01 of the Reciprocal Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the mutual covenants, agreements and conditions herein contained, the parties hereto hereby agree as follows:

1. Two Bloor and TSCC hereby confirm that Recital "F" to this Assumption Agreement is true.
2. Two Bloor assigns as of the date of this Assumption Agreement all of its rights and benefits under the Reciprocal Agreement to TSCC as they relate to the interest of Two Bloor in the Residences Lands.
3. TSCC assumes, as at the date of this Assumption Agreement, the burden of all Easements granted by, and all other obligations of Two Bloor in the Reciprocal Agreement to the extent that such Easements or other obligations relate to the interest of Two Bloor in the Residences lands, whether arising before or after the date of this Assumption Agreement. TSCC shall be bound to the Parties and the Parties shall be bound to TSCC to the same extent as if TSCC as at the date of this Assumption Agreement was the original owner of the interest of Residences in the Residences Lands in accordance with the provisions contained in the Reciprocal Agreement.
4. The Parties hereby release and discharge Two Bloor as at the date of this Assumption Agreement from all liabilities and obligations under the Reciprocal Agreement accruing or arising after the date of this Assumption Agreement.
5. The Parties hereby confirm the Reciprocal Agreement and all of the Easements contained therein.
6. Two Bloor and TSCC hereby acknowledge and agree that the Easements granted pursuant to paragraphs (a), (b) and (c) of Section 3.01, paragraphs (a) and (c) of Section 3.02 and paragraphs (b), (c) and (d) of Section 3.04 of the Reciprocal Agreement in favour of Residences and Fitness Lands are terminated in accordance with Section 3.13 of the Reciprocal Agreement.
7. Two Bloor and TSCC hereby acknowledge and agree that the benefits of the covenants and agreements contained in Section 5.01 paragraph (a) of Section 5.02 and paragraph (a) of Section 5.03 of the Reciprocal Agreement are terminated in accordance with Section 5.04 of the Reciprocal Agreement.
8. This Assumption Agreement shall ensure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns permitted in accordance with the Reciprocal Agreement.
9. This Assumption Agreement may be executed in one or more counterparts, each of which counterparts so executed shall constitute and be deemed to be an original and all of which together shall constitute a fully executed agreement.

IN WITNESS WHEREOF this agreement has been executed by the parties on the date first above written.

BLOOR AT YONGE DEVELOPMENT INC.

TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 1525

Per: _____
Name: Frank Smith
Title: General Manager

Per: _____
Name: Mark S. Mandelbaum
Title: President

CANAPEN (BLOOR-PARK) LTD.

TWO BLOOR RESIDENCES LIMITED

Per: _____
Name: Frank J. Smith
Title: Authorized Signing Officer

Per: _____
Name: Mark S. Mandelbaum
Title: Secretary

1451023 ONTARIO INC.

Per: _____
Name: Thaddas L. Alston
Title: Authorized Signing Officer

2001103 ONTARIO INC.

Per: _____
Name: Thaddas L. Alston
Title: Authorized Signing Officer

1210558 ONTARIO INC.

Per: _____
Name: Thaddas L. Alston
Title: Authorized Signing Officer

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2001101 ONTARIO INC.

Per: _____
Name: Thaddas L. Alston
Title: Authorized Signing Officer

1464255 ONTARIO INC.

Per: _____
Name: Philip Mostowich
Title: Senior Vice President – Eastern Office

Per: _____
Name: Michael Zessner
Title: Vice President and General Counsel

SCHEDULE "B" TO BY-LAW NO. 2

HUDSON'S BAY CENTRE

8 PARK ROAD CONDOMINIUMS

ASSIGNMENT AND ASSUMPTION OF INSURANCE TRUST AGREEMENT

AGREEMENT made as of the 13th day of June, 2003.

BETWEEN:

TWO BLOOR RESIDENCES LIMITED

(hereinafter called the "Assignor")

-and-

TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 1525

(hereinafter called the "Assignee")

RECITALS:

1. The Assignor has constructed an Approved Condominium on the Residences Lands and the Assignee has registered the Residences Lands pursuant to the *Condominium Act (Ontario)* by a description and declaration (the "Declaration") registered on June 12, 2003 as Instrument No. AT-193268.
2. A Reciprocal Easement and Operating Agreement dated as of January 1, 1998 (the "Reciprocal Agreement") was entered into by the Parties to provide for and govern the integrated, logical and orderly use, operation and maintenance of each of their respective Developments, and the sharing of certain costs and expenses with respect thereto relating to the Project.
3. Notice of the Reciprocal Agreement was registered against title to the Project as Instrument No. E-371598.
4. The Assignor assigned all of its rights and benefits in the Reciprocal Agreement to the Assignee and the Assignee assumed all of the obligations of the Assignor under the Reciprocal Agreement pursuant to an assignment and assumption agreement dated as of the date hereof.
5. The Reciprocal Agreement requires that the Parties shall enter into, maintain and be bound by an Insurance Trust Agreement as more particularly described in the Reciprocal Agreement.
6. In pursuance of the assignment and assumption of the Reciprocal Agreement, the Assignor has agreed to assign to the Assignee all of the Assignor's right, title and interest in, to and under the Insurance Trust Agreement described in Schedule "A" to this agreement (the "Contract") as it relates to the Residences Lands and the Assignee has agreed to assume the Assignor's obligation thereunder.

IN CONSIDERATION of the mutual covenants herein contained and of other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties), the parties hereby agree as follows:

1. DEFINITIONS

Each capitalized term in this agreement shall, unless otherwise defined herein, have the meaning ascribed to it in the Reciprocal Agreement.

2. ASSIGNMENT

2.01 Assignment of Contract

Subject to the terms and conditions of the Reciprocal Agreement, the Assignor assigns, transfers and sets over to the Assignee all of its right title, benefit and interest in, to and under the Contract and the benefit of each and every one of the rights, representations, warranties, covenants, guarantees and other provisions (the "Rights") for the benefit of the Assignor contained therein, including without limitation all rights of action accruing to the Assignor under the Contract from and after the date hereof, and the Assignee accepts such assignment, transfer and delivery effective as of the date hereof.

2.02 Further Assurances

Notwithstanding that the Assignor may have executed and delivered to the Assignee certain other documents and instruments of conveyance, the Assignor hereby covenants and agrees that it will from time to time and at all times hereafter upon every reasonable request of the Assignee make, do, execute and perform or cause to be made, done, executed and performed all such further acts, deeds, documents or assurances as are within its power or control and give all such further assurances as may be reasonably required by the Assignee in writing to give full effect to the provisions of this agreement and for more effectually and completely vesting the Contract in the Assignee or for the purpose of registration or otherwise.

Enjoyment of Contracts.

Subject to the observance and performance of the covenants, provisos and conditions of the Contract, the Assignee may enjoy the benefit of the Contract and the Rights without interruption by the Assignor or any person claiming through it and the Assignor will do no act whereby the Assignee may be prevented or hindered from enforcing the payment of any amounts owing under the Contract.

3. ASSUMPTION OF OBLIGATIONS

3.01 Assumption of Obligations

The Assignee hereby assumes and shall discharge from and after the date hereof all of the obligations and liabilities of the Assignor under the Contract in accordance with the terms of the Contract, shall observe and perform the covenants and obligations of the Assignor under the Contract in accordance with the terms of the Contract and shall indemnify the Assignor and save it fully harmless from and against all obligations, actions, causes of action, claims, demands and all liabilities losses, damages, costs (including without limitation legal fees and disbursements on a solicitor and client basis) and expenses (the "Claims") of the Assignor under the Contract provided that the Assignee shall only assume and be liable for such Claims which arise and relate to the period after the date hereof.

3.02 Further Assurances

Notwithstanding that the Assignee may have executed and delivered to the Assignor certain other documents and instruments, the Assignee hereby covenants and agree that it will from time to time and at all times hereafter upon every reasonable request of the Assignor make, do execute and perform or cause to be made, done, executed and performed such further acts, deeds, documents or assurance as are within its power or control and give all such further assurances as may be reasonably required by the Assignor in writing to give full, effect to the provisions of this agreement.

4. BENEFITSS OF UNASSIGNED CONTRACTS

4.01 Assignment Incomplete

Subject to Sections 4.02 and 4.03, if this agreement, or any transfer or conveyance which may from time to time be executed and delivered by the Assignor, fails to assign to the Assignee the Contract or any Right intended to be transferred to the Assignee, the Assignor agrees to hold such Contract and Rights in trust for the Assignee and to convey, assign and transfer the same as the Assignee may, from time to time direct.

4.02 Assignment Contrary to Terms of the Contract

If the Assignor cannot lawfully assign the Contract to the Assignee because:

- (a) the terms of such Contract prohibit or restrict such assignment.
- (b) the terms of such Contract provide that the contract may only be assigned if the consent of one or more third parties is obtained to such assignment and such consents have not been obtained, or
- (c) such an assignment would contravene any applicable law or any decree, order, regulation or other rule or any authority having jurisdiction (collectively, "Applicable Law")

such Contract shall not be assigned pursuant to Section 2.01. In such event, to the extent permitted by law and in a manner approved by the Assignee in writing, the Assignor will at the Assignee's costs provide the Assignee with the benefits of such Contract and will enforce all Rights for the benefit of the Assignee.

4.03 Obligations of the Assignee Respecting Unassigned Contracts

To the extent that the Assignee is provided with the benefits of the Contract pursuant to Section 4.02, the Assignee will, to the extent that it is able to do so, perform, the obligations of the Assignor under or in connection with such Contract, but only to the extent that such performance would not result in any breach or default under such Contract or applicable Law. The Assignee shall indemnify and save the Assignor fully harmless from and against all Claims of every nature and kind arising out of, in connection with or related in any manner whatsoever to, the performance by the Assignor (in accordance with Section 4.02 hereof), or performance by the Assignee in the name of the Assignor, of any such Contract.

5. GENERAL CLAUSES

5.01 Time of the Essence

Time shall be of the essence of this agreement and of each of its provisions.

5.02 Governing Law

This agreement shall be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein (excluding any conflict of laws, rule or principle which might refer such construction to the laws of another jurisdiction) and shall be treated, in all respects, as an Ontario contract. Each party hereto irrevocably attorns to and submits to the non-exclusive jurisdiction of the Courts of Ontario with respect to any matter arising hereunder or related hereto.

5.03 Notice

Every notice, consent, request, instruction, approval and other communication shall be validly given if in writing and delivered to, or mailed, postage prepaid, or sent by facsimile to the other Party to whom it is to be given at:

(a) in the case of communication to the Assignor:

Two Bloor Residences Limited
500-3625 Dufferin Street
Downsview, Ontario
M3C 1N4

Attention: Mark Mandelbaum, Secretary
Facsimile Number: (416) 635-9921

(b) in the case of communication to the Assignee:

Toronto Standard Condominium Corporation No. 1525
500 -- 3625 Dufferin Street
Downsview, Ontario
M3C 1N4

Attention: Mark Mandelbaum, President
Facsimile Number: (416) 635-6601

or to such other address of which any party shall have notified the other Parties in writing. Any notice, request, statement or other writing which is delivered or sent by telecopier shall be deemed to have been given and received on the first (1) Business Day following delivery or telecopy transmission. Any notice, request, statement or other writing mailed as aforesaid shall be deemed to have been given and received three (3) Business Days following the day on which it is mailed save in the absence or disruption of postal service.

5.04 Survivorship

This agreement shall enure to the benefit of and be binding upon, the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF this agreement has been executed by the parties on the date first above written.

TWO BLOOR RESIDENCES LIMITED

Per: _____
Name: Mark S. Mandelbaum
Title: Secretary

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1525

Per: _____
Name: Mark Mandelbaum
Title: President

SCHEDULE "A"
of the
Assignment and Assumption

Insurance Trust Agreement:

The Insurance Trust Agreement made as of the 9th day of August, 2000, amongst Montreal Trust Company of Canada, Bloor At Yonge Developers Inc., 1210558 Ontario Inc., 1362983 Ontario Inc., 1196603 Ontario Inc., Larco Hospitality Inc., Canapen (Bloor-Park) Ltd., Canapen (Residences) Ltd., The Municipality of Metropolitan Toronto (now the City of Toronto), 3014665 Canada Inc., CIBC Mortgages Inc., HSBC Bank of Canada (formerly called HongKong Bank of Canada) and Hudson's Bay Company.

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BY-LAW NO. 3

**AUTHORIZATION TO ENTER INTO
FAÇADE AND ACCESS AGREEMENT**

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1525

BY-LAW NO. 3

A by-law respecting the authorization of the
Condominium Corporation to enter into or assume
a Façade and Access Agreement

BE IT ENACTED as a by-law of TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1525 (hereinafter referred to as "the Corporation") as follows:

THAT the President or Secretary may, on behalf of the Corporation, enter into an assignment and assumption agreement with respect to the Façade and Access Agreement among Two Bloor Residences Limited and Canapen (Bloor-Park) Ltd. registered in The Land Titles Division of the Toronto Registry Office No. 66 on February 23, 2001 as Instrument No. E-395218 (the "Façade and Access Agreement") pursuant to which Two Bloor Residences Limited assigns to the Corporation all of the rights and benefits of Two Bloor Residences Limited in the Façade and Access Agreement and the Corporation assumes the obligations of Two Bloor Residences Limited under the Façade and Access Agreement and any agreements superseding, supplementing, incidental or granted pursuant to the Façade and Access Agreement including easements, rights-of-way, restrictions, or other instruments contemplated in the Façade and Access Agreement, which assignment and assumption agreement shall be substantially in the form attached hereto as Schedule "A", with such amendments thereto, if any, as such officer or director executing the same may approve.

The foregoing by-law is hereby enacted and passed by the directors of the Corporation as evidenced by the respective signatures hereto of all directors.

DATED this 10th day of July, 2003.

Original Signed by: Mark Mandelbaum
 Sanford Minuk
 Linda Warth

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

DATED this 26th day of July, 2003.

TWO BLOOR RESIDENCES LIMITED

Per: _____
 Mark Mandelbaum – Secretary

I have authority to bind the Corporation.

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SCHEDULE "A" TO BY-LAW NO. 3

8 PARK ROAD CONDOMINIUM

ASSIGNMENT AND ASSUMPTION OF FACADE AND ACCESS AGREEMENT

ASSUMPTION AGREEMENT made as of the 13th day of June, 2003.

AMONG:

TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 1525, a corporation
Incorporated under the laws of the Province of Ontario

(hereinafter called "Condominium Corporation")

OF THE FIRST PART

- and -

TWO BLOOR RESIDENCES LIMITED,
a corporation incorporated under the laws of the Province of Ontario

(hereinafter called "Two Bloor")

OF THE SECOND PART

- and -

CANAPEN (BLOOR-PARK) LTD.,
a corporation incorporated under the laws of Canada

(hereinafter called "Canapen")

OF THE THIRD PART

- and -

1464255 ONTARIO LIMITED, a corporation
Incorporated under the laws of the Province of Ontario

(hereinafter called "1464255")

OF THE FORTH PART

WHEREAS:

- A. Canapen and Two Bloor entered into a Façade and Access Agreement dated January 30, 2001 (the "Façade and Access Agreement"), notice of which was registered in the Land Titles Office for the Toronto Registry (No. 66) on February 23, 2001 as Instrument No. F.-395218, which Façade and Access Agreement provided, inter alia, for the rights and responsibilities of Two Bloor to construct, maintain, repair and replace the Facades;
- B. Two Bloor has completed the construction of the Condominium Project and has registered the Condominium Property pursuant the *Condominium Act (Ontario)*, which Registration created the Condominium Corporation;

- C. Paragraph 11 of the Façade and Access Agreement provides that Two Bloor shall cause the Condominium Corporation to enter into an agreement with Canapen to assume and be bound by Two Bloor's obligations therein forthwith after Registration;
- D. Paragraph 16 of the Façade and Access Agreement provides that upon execution of an assignment and assumption agreement in accordance with paragraph 11 thereof by the Condominium Corporation. Two Bloor shall be automatically released and discharged from any future liabilities and obligations thereunder arising thereafter with the result that it shall no longer be liable to Canapen for any breach of the Façade and Access Agreement caused or occurring subsequent to such date;
- E. Canapen conveyed a 25% undivided co-ownership interest in the Canapen Property to 1464255 pursuant to a transfer registered on or about February 27, 2001 as Instrument No. E-396515;
- F. Pursuant to an assignment and assumption agreement dated February 26, 2001, Canapen assigned an undivided 25% co-ownership interest in and to the Canapen Property to 1464255, assigned a 25% undivided co-ownership interest in its rights and benefits under the Façade and Access Agreement to 1464255 and 1464255 assumed an undivided 25% co-ownership interest in Canapen's rights and benefits under the Façade and Access Agreement;
- G. Capitalized expressions in this agreement have the meanings ascribed thereto in the Façade and Access Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the mutual covenants, agreements and conditions herein contained, the parties hereto hereby agree as follows:

1. Two Bloor and Condominium Corporation hereby confirm that Recital "B" to this Agreement is true.
2. Two Bloor assigns all of its rights and benefits under the Façade and Access Agreement to the Condominium Corporation as of the date of this Agreement.
3. Condominium Corporation assumes, as of the date of this Agreement, the burden of all obligations of Two Bloor in the Façade and Access Agreement, whether arising before or after the date of this Agreement, and shall be entitled as at the date of this Agreement to all of the rights and benefits of Two Bloor contained in the Façade and Access Agreement.
4. The Condominium Corporation shall be bound to Canapen and 1464255 and their respective successors and assigns to the same extent as if Condominium Corporation as at the date of this Agreement was a party to the original Façade and Access Agreement.
5. The Condominium Corporation shall indemnify and save Two Bloor fully harmless from and against all obligations, actions, causes of action, claims, demands and all liabilities, losses, damages, costs (including without limitation legal fees and disbursements on a solicitor and client basis) and expenses of every nature and kind arising out of, in connection with or related in any manner whatsoever, to, the performance by the Condominium Corporation of its obligations under the Façade and Access Agreement.
6. Canapen and 1464255 hereby release and forever discharge Two Bloor as at the date of this Agreement from all liabilities and obligations under the Façade and Access Agreement accruing or arising after the date of this Agreement.
7. Canapen and 1464255 hereby confirm the Façade and Access Agreement and all of the non-exclusive easements granted therein.
8. This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

9. This Agreement may be executed in one or more counterparts, each of which counterparts so executed shall constitute and be deemed to be an original and all of which together shall constitute a fully executed agreement.

IN WITNESS WHEREOF this agreement has been executed by the parties on the date first above written.

TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 1525

Per: _____
Name: Mark S. Mandelbaum
Title: President

TWO BLOOR RESIDENCES LIMITED

Per: _____
Name: Mark S. Mandelbaum
Title: Secretary

CANAPEN (BLOOR-PARK) LTD.

Per: _____
Name: Frank J. Smith
Title: General Manager

1464255 ONTARIO INC.

Per: _____
Name: Philip Mostowich
Title: Senior Vice President – Eastern Office

Per: _____
Name: Michael Zessner
Title: Vice President and General Counsel

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BY-LAW NO. 4

**AUTHORIZATION TO ENTER INTO
CERTAIN AGREEMENTS**

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1525

BY-LAW NO. 4

A by-law respecting the authorization of the
Condominium Corporation to enter into or assume
certain Agreements

BE IT ENACTED as a by-law of TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1525 (hereinafter referred to as "the Corporation") as follows:

THAT the President or Secretary may, on behalf of the Corporation, enter into the following agreements:

1. an assignment and assumption agreement pursuant to which Two Bloor Residences Limited assigns to the Corporation all of the rights and benefits of Two Bloor Residences Limited under a Parking Control Agreement dated June 13, 2003, among Two Bloor Residences Limited, Bloor at Yonge Developers Inc., 1210588 Ontario Inc., 2001101 Ontario Inc., Canapen (Bloor-Park) Ltd. and 1464255 Ontario Limited (the "Parking Control Agreement"), and the Corporation assumes all of the obligations of Two Bloor Residences Limited or its successors and assigns, under the said Parking Control Agreement, which assignment and assumption agreement shall be substantially in the form attached hereto as Schedule "A", with such amendments thereto, if any, as such officer or director executing the same may approve; and
2. an agreement among the Corporation, Canapen (Bloor-Park) Ltd. and 1464255 Ontario Limited, whereby the Corporation agrees to maintain, repair, replace, reconstruct and refurbish the concrete slab forming the base surface of the real property described as Toronto Standard Condominium Plan No. 1525 and the upper surface of the property owned by Canapen (Bloor-Park) Ltd. as to a 75% undivided interest and 1464255 Ontario Limited as to the remaining 25% undivided interest, as tenants to common, which assignment and assumption agreement shall be substantially in the form attached hereto as Schedule "B", with such amendments thereto, if any, as such officer or director executing the same may approve.

The foregoing by-law is hereby enacted and passed by the directors of the Corporation as evidenced by the respective signatures hereto of all the directors.

DATED this 10th day of July, 2003.

Original Signed by: Mark Mandelbaum
 Sanford Minuk
 Linda Warth

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

DATED this 26th day of July, 2003.

TWO BLOOR RESIDENCES LIMITED

Per: _____
 Mark Mandelbaum – Secretary

I have authority to bind the Corporation.

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SCHEDULE "A" TO BY-LAW NO. 4

8 PARK ROAD CONDOMINIUM

ASSIGNMENT AND ASSUMPTION OF PARKING CONTROL AGREEMENT

ASSUMPTION AGREEMENT made as of the 13th day of June, 2003.

AMONG:

TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 1525, a corporation
incorporated under the laws of the Province of Ontario
pursuant to the Condominium Act, S.O.

(hereinafter called "Condominium Corporation")

OF THE FIRST PART

- and -

TWO BLOOR RESIDENCES LIMITED,
a corporation incorporated under the laws of the Province of Ontario

(hereinafter called "Two Bloor")

OF THE SECOND PART

WHEREAS:

- A. In accordance with the provisions of a certain Reciprocal Easement and Operating Agreement, notice of which was registered in The Land Titles Division of the Toronto Registry Office No. 66 as Instrument No. E-371598 (the "Reciprocal Agreement") Two Bloor, Bloor at Yonge Developers Inc., 1210558 Ontario Inc., 2001101 Ontario Inc., Canapen (Bloor-Park) Ltd. and 1464255 Ontario Limited entered into a Parking Control Agreement dated June 13, 2003 (the "Parking Control Agreement").
- B. Two Bloor has registered the Condominium Property pursuant to the *Condominium Act (Ontario)*, which Registration created the Condominium Corporation;
- C. Paragraph 9 of the Parking Control Agreement provided that Two Bloor shall cause the Condominium Corporation to assume and be bound by all of Two Bloor's obligations under the Control Agreement forthwith after Registration;
- D. Paragraph 10 of the Parking Control Agreement provides that upon execution of an assignment and assumption agreement in accordance with paragraph 9 thereof by the Condominium Corporation, Two Bloor shall be automatically released and discharged from any further liabilities and obligations arising thereafter with the result that it shall no longer be liable to the parties thereto for any breach of the Parking Control Agreement caused or occurring subsequent to such date;
- E. Capitalized expressions in this agreement have the meanings ascribed thereto in the Control Agreement unless otherwise defined herein.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the mutual covenants, agreements and conditions herein contained, the parties hereto hereby agree as follows:

1. Two Bloor and the Condominium Corporation hereby confirm that the recitals to this Agreement are true and correct.
2. Two Bloor assigns all of its rights and benefits under the Parking Control Agreement to the Condominium Corporation as of the date of this Agreement.
3. The Condominium Corporation assumes, as at the date of this Agreement, the burden of all of the obligations of Two Bloor under the Parking Control Agreement, whether arising before or after the date of this Agreement.
4. The Condominium Corporation shall be bound to Bloor at Yonge Developers Inc., 1210558 Ontario Inc., 2001101 Ontario Inc., Canapen (Bloor-Park) Ltd. and 1464255 Ontario Limited and their respective successors and assigns to the same extent as if the Condominium Corporation as at the date of this Agreement was a party to the original Parking Control Agreement.
5. Two Bloor is hereby released and forever discharged as at the date of this Agreement from all liabilities and obligations under the Control Agreement accruing or arising after the date of this Agreement and the Condominium Corporation shall indemnify and save Two Bloor fully harmless from and against all obligations, actions, causes of action claims, demands and all liabilities losses, damages, costs (including without limitation legal fees and disbursements on a solicitor and client basis) and expenses of every nature and kind arising out of, in connection with or related in any manner whatsoever to, the performance by the Condominium Corporation of its obligations under the Control Agreement after the date hereof.
6. This Agreement shall ensure to the benefit of and be binding upon the respective successors and assigns permitted in accordance with the Control Agreement.
7. This Agreement may be executed in one or more counterparts, each of which counterparts so executed shall constitute and be deemed to be an original and all of which together shall constitute a fully executed agreement.

IN WITNESS WHEREOF this agreement has been executed by the parties on the date first above written.

TORONTO STANDARD CONDOMINIUM
CORPORTION NO. 1525

Per: _____

Name: Mark Mandelbaum

Title: President

Per: _____

Name: Mark Mandelbaum

Title: Secretary

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SCHEDULE "B" TO BY-LAW NO. 4

8 PARK ROAD CONDOMINIUMS

TRANSFER SLAB MAINTENANCE AGREEMENT

THIS AGREEMENT made as of the 13th day of June, 2003.

BETWEEN:

CANAPEN (BLOOR-PARK) LTD.,
("Canapen")

OF THE FIRST PART

- and -

1464255 ONTARIO LIMITED, a corporation
("1464255")

OF THE SECOND PART

- and -

BLOOR AT YONGE DEVELOPERS INC.
("Bloor")

OF THE THIRD PART

- and -

TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 1525
("Condominium Corporation")

OF THE FOURTH PART

WHEREAS:

- (a) pursuant to an Agreement of Purchase and Sale (the "Purchase Agreement") dated January 30, 2001 among Canapen, Two Bloor and Canapen (Residences) Limited, Two Bloor Residences Limited ("Two Bloor"), Canapen and Bloor concurrently entered into an agreement (the "Construction Processing Agreement") for the purposes more particularly set out in the Construction Processing Agreement;
- (b) Bloor conveyed a 25% undivided co-ownership interest in its leasehold lands to 1464255 pursuant to a transfer registered on or about February 27, 2001 as Instrument No. E395614;
- (c) Pursuant to an assignment and assumption agreement dated February 26, 2001, Bloor assigned a 25% undivided co-ownership interest in its rights and benefits under the Construction Processing Agreement to 1464255 and 1464255 assumed a 25% undivided co-ownership interest in Bloor's obligations under the Construction Processing Agreement;

- (d) Canapen conveyed a 25% undivided co-ownership interest in its freehold lands to 1464255 pursuant to a transfer registered on or about February 27, 2001 as Instrument No. E395615.
- (e) Pursuant to an assignment and assumption agreement dated February 26, 2001, Canapen assigned 25% undivided co-ownership interest in its rights and benefits under the Construction Processing Agreement to 1464255 and 1464255 assumed a 25% undivided co-ownership interest in Canapen's obligation under the Construction Processing Agreements;
- (f) The construction of the Condominium Project (as defined in the Purchase Agreement) has been completed;
- (g) The Construction Processing Agreement provides that Two Bloor will maintain, repair, replace, reconstruct and refurbish the concrete slab (the "Slab"), forming the upper surface of the Canapen Property and the base surface of the Condominium Property from time to time and at its sole cost;
- (h) The Construction Processing Agreement provides that Two Bloor will cause the Corporation upon Registration to assume its obligations with respect to the Slab after Registration;
- (i) the parties hereto together with Two Bloor have agreed, subject to the entering into of this agreement by the Condominium Corporation and to the terms hereof, to terminate, release and discharge Two Bloor's obligations under the Construction Processing Agreement with respect to the Slab; and
- (j) Capitalized expressions in this agreement have the meanings ascribed thereto in the Construction Processing Agreement unless otherwise defined herein

NOW THEREFORE IN CONSIDERATION OF the presents and mutual covenants and agreements herein contained and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto) the parties hereto covenant and agree with each other as follows:

1. The Condominium Corporation agrees to maintain, repair, replace, reconstruct and refurbish the slab (the "Slab") forming the upper surface of the Canapen Property and the base surface of the Condominium Property from time to time at its sole cost and expense.
2. The Condominium Corporation agrees, in performing such maintenance, repair, replacement, reconstruction and refurbishment (the "Work") on the Slab:
 - (a) To perform or cause to be performed the Work at its sole cost, expense and risk and diligently, expeditiously, in a good and workmanlike manner and without unreasonable delay in accordance with prudent construction practices having regard for all existing structures and improvements, in such manner as may be requested and required by Bloor, Canapen and 1464255 (the "Other Parties"), acting reasonably, so as to:
 - 1) minimize interference in the use and enjoyment of the remainder of the Project by those who have an interest therein; and/or
 - 2) not to impede, hinder or delay any use of or business conducted on or in the remainder of the Project
 - (b) Prior to performing the Work
 - 1) the Condominium Corporation (except in the case of emergency repairs) deliver to the Other Parties a written notice, at least five (5) Business Days prior to performing the Work specifying the period such Work will be carried on, the nature and extent of such Work and providing to the Other Parties all plans relating to such Work for approval; and

- 2) during such five (5) Business Day notice period, the Condominium Corporation shall provide to the Other Parties with such additional information as the Other Parties may reasonably request and shall make such reasonable amendments to the plans, timetables and nature of such work as the Other Parties may reasonably request.
- (c) The Condominium Corporation shall carry out such Work, in accordance with the information provided in such notice as amended in accordance with subparagraph 2(b)(2) hereof under the supervision of an authorized representative of the Other Parties; and
- (d) To keep the remainder of the Project free from any claim for lien under the *Construction Lien Act (Ontario)* or otherwise as a result of any Work undertaken by it and upon receipt of written notice from any of the parties hereto as to the existence of any such lien to promptly cause such lien to be discharged at Condominium Corporation's sole cost. If the Condominium Corporation fails to remove such claim for lien within five (5) Business Days following Notice from Canapen and/or Bloor and/or 1464255 to do so, Canapen, Bloor or 1464255, as the case may be, may do so and the cost thereof shall be payable forthwith by the Condominium Corporation;
- (e) To correct damage to the remainder of the Project resulting from the Work as determined by Bloor, Canapen or 1464255 acting reasonably; and
- (f) To comply with all Governmental laws, by-laws, orders and regulations applicable to the Work;
- (g) In the event Canapen, 1464255 or Bloor provides the Condominium Corporation with written notice that in the opinion of Canapen, 1464255 or Bloor, acting reasonably, the Slab requires maintenance, repair, replacement, reconstruction and refurbishing, the Condominium Corporation shall immediately perform all necessary Work to the Slab; and
- (h) when performing such Work, the Condominium Corporation agrees to obtain and maintain at its own expense, property damage and liability insurance and builders risk policies in such form and with such insurers which shall be satisfactory to Canapen, 1464255 and Bloor, acting reasonably.
3. The Condominium Corporation shall obtain and maintain, at its own expense, property damage and liability insurance against loss or damage to the Slab, including without limitation, loss by fire, theft and such other risks of loss or damage as are customarily covered by insurance for the Slab in such form and with such insurers which shall be satisfactory to Canapen, 1464255 and Bloor, acting reasonably.
4. If the Condominium Corporation fails to perform any of its obligations under this Agreement and any of the Other Parties for whose benefit the obligation was to be performed, as the case may be, being referred to for the purposes hereof as a "Non-Defaulting Party", each of the Non-Defaulting Parties shall have the right to give the Condominium Corporation a notice of default specifically setting forth the nature of the default and stating that the Condominium Corporation shall have a period of five (5) Business Days to pay any sums of money specified therein as due and owing and fifteen (15) days to cure any other default specified therein. If the Condominium Corporation does not cure the defaults specified in such notice of default within the time periods provided above, or, if such defaults are non-monetary defaults and are not capable with due diligence of being cured within such period, the Condominium Corporation has not commenced in good faith the curing of such defaults within such fifteen (15) day period and does not thereafter prosecute to completion with diligence and continuity the curing thereof, any Non-Defaulting Party shall have the right to:
- (i) bring any proceedings in the nature of specific performance, injunction or other equitable remedy, it being acknowledged by all of the parties hereto that damages at law may be an inadequate remedy for a default or breach of this Agreement; or
- (ii) remedy such default, in which event it shall be entitled on demand to be reimbursed by the Condominium Corporation (and to take any legal proceedings for the recovery thereof) for any monies expended to remedy any such default and any other expenses (including legal fees and

disbursements) incurred by such Non-Defaulting Party together with interest from the date such monies are expended, both before and after demand, at an annual rate equal to the Prime Rate plus five percent (5%) calculated and payable monthly, with interest on overdue interest at the same rate calculated and payable monthly; or

(iii) bring any action at law as may be permitted including an action in order to recover damages.

5. Any notices, certificate, consent, termination or other communication required or for whom it shall be given or made under this Agreement will be made in writing and will be effectively given and made if:

(a) delivered personally;

(b) sent by prepaid courier service or mail; or

(c) sent by fax or other similar means of electronic communication, in each case to the aforesaid address set out below;

in the case of Bloor and Canapen:

c/o Canapen Investments Ltd.
10020-101A Avenue
Edmonton, Alberta
T5J 3G2

Attention: Frank J. Smith, General Manager
Fax: 780-425-6438
with a copy to

c/o CN Investments Division
5 Place Ville Marie, Suite 1115
P.O. Box 1102
Montreal, QC
H3C 4T2

Attention: Jean F. Beique, Vice President and Secretary
Facsimile No. (514) 399-6820

in the case of Condominium Corporation:

c/o H&R Property Management Ltd.
3625 Dufferin Street
Suite 500
Downsview, Ontario
M3K 1N4

Attention: Mark Mandelbaum
Facsimile No. (416) 635-9921

in the case of 1464255:

Suite 330, 181 Bay Street
Toronto, ON
M5J 2T3

Attention: David D. Arthur, President
Facsimile No. (416) 369-2301

6. This Agreement shall be performed, construed and enforced exclusively in accordance with the laws of the Province of Ontario.
7. This Agreement shall extend to and include and 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 duly executed this Agreement and agree to be bound thereby, as of the day, month and year first written above.

CANAPEN (BLOOR-PARK) LTD.

Per: _____
Name: Frank J. Smith
Title: General Manager

BLOOR AT YONGE DEVELOPERS INC.

Per: _____
Name: Frank J. Smith
Title: General Manager

1464255 ONTARIO LIMITED

Per: _____
Name: Philip Mostowich
Title: Senior Vice Presidents, Eastern Office

Per: _____
Name: Michael Zessner
Title: Vice President and General Counsel

TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 1525

Per: _____
Name: Mark Mandelbaum
Title: President

#706629 v5| 4025014

**PREVIOUS DESCRIPTION OF STANDARD UNIT
THE FOLLOWING DESCRIPTION IS NOT VALID
AFTER FEBRUARY 18, 2009**

**PLEASE SEE BY-LAW NO. 6 AFTER THIS SECTION FOR THE
STANDARD UNIT DESCRIPTION AS OF FEBRUARY 19, 2009**

SECTION 43 (5) (H) OF THE CONDOMINIUM ACT, S.O. 1998

The following is the schedule setting out what constitutes as standard unit for each class of unit that the Declarant intends to deliver to the Corporation pursuant to Section 43 (5) of the *Act*, for the purpose of determining the responsibility for repairing improvement after damage and insuring them, as required pursuant to Section 43 (5) (h) of the *Condominium Act*.

Construction

- Approximately 8 foot ceiling height in all main living areas in upper part of building as per plan
- Double glazed thermal window with aluminum frames
- Sliding glass doors to terraces/balconies, where applicable
- Wall construction between units is poured concrete or double wall acoustically insulated double stud gypsum board

Electrical

- Pre-wired for cable television and telephone, minimum one location per suite
- High speed internet access
- Smoke and heat detectors where applicable in each suite

Mechanical

- Individually controlled heating & air conditioning fan coil system
- Plumbing fixtures
- Central domestic hot water

General Finishes

- Painted hollow core interior doors
- Solid core entrance doors
- Painted MDF baseboards

Flooring

- Upper side of concrete slab

Ceiling

- Under side of concrete slab

Kitchen

- Cabinetry
- Appliances
- Plumbing Fixtures

Bathrooms

- Plumbing Fixtures
- Vanity where indicated on plan

BY-LAW NO. 5
EFFECTIVE FEBRUARY 19, 2009

MEDIATION AND ARBITRATION

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1525

BY-LAW NO. 5

A By-law to establish the procedure with respect to the mediation and arbitration of disputes or disagreements between the corporation and the owners for the purposes of Section 125 or 132 of the *Condominium Act*, 1998, Chapter 19, Statutes of Ontario, 1998, as amended (hereinafter referred to as the "Act")

Be it enacted as a by-law of Toronto Standard Condominium Corporation No. 1525 (the "Corporation") as follows:

ARTICLE I – DEFINITIONS

- (i) The terms used herein shall have ascribed to them the definitions contained in the Act, as amended.
- (ii) The term "parties" as used herein shall refer to the parties to agreements described in Section 132 (2) of the Act and, with respect to disagreements concerning the declaration, the by-laws or rules, shall mean the Corporation and unit owners.

ARTICLE II – INITIAL NEGOTIATION OF DISPUTES

The parties agree to use their best efforts to resolve any disputes or matters which may arise between them in respect of disagreements concerning the matters referred to in Sections 132 (2), (3), and (4) of the Act and further agree that they shall resort to mediation and arbitration as provided for by Section 132 of the Act only if their best efforts to resolve such disputes fail.

ARTICLE III – PROCEDURE FOR MEDIATION

- (i) If the parties are unable to resolve the question or matter in dispute through good faith negotiations, the parties, on written notice by either party submitting the disagreement to mediation, shall select a mediator qualified by education and training to assist the parties in dealing with the particular question or matter in dispute, and the parties shall attempt to mediate their differences, and the mediator shall confer with the parties and endeavour to obtain a settlement with respect to the disagreements submitted to mediation. The parties shall initially share equally in the costs of the mediator, however, if a settlement is obtained, the settlement shall specify the share of the mediator's fees and expenses that each party is required to pay. Upon obtaining a settlement between the parties with respect to the agreement submitted to mediation, the mediator shall make a written record of the settlement which shall form part of the agreement or matter that was the subject of the mediation.
- (ii) Subject always to the parties agreeing to any modifications thereto, the mediation shall be conducted generally in accordance with the rules of procedure attached hereto as Schedule "A".

ARTICLE IV- SELECTION OF MEDIATOR

Selection of a mediator for the purposes of subsection 132(1)(b)(i) of the Act occurs when:

- (a) all parties have signed a mediation agreement; and
- (b) the parties have paid the deposit required by the mediator.

ARTICLE V – ARBITRATION

- (i) The parties shall forthwith submit the disagreement or matter in dispute to arbitration under the Arbitration Act, 1991:
 - (a) 60 days after the parties submit the disagreement to mediation, if the parties have not selected a mediator or;
 - (b) 30 days after the mediator selected delivers a notice stating that the mediation has failed.
- (ii) Such arbitration shall be by a single arbitrator whose appointment is agreed upon by the parties, and the decision of the arbitrator shall be binding upon the parties, and no legal recourse shall be exercised by either party with respect to the question or matter in dispute until the arbitration has been completed.
- (iii) Notwithstanding that the decision of the arbitrator is binding, to the extent that a party fails to obtain compliance, that party shall be at liberty to apply to the Superior Court of Justice for a compliance order, pursuant to subsections 134(1) and (2) of the Act. With respect to disagreements between the corporation and unit owners relating to the Declaration, the By-laws or Rules (collectively referred to as the "Corporation's Rules"), it will be in the sole discretion of the Board of Directors, acting reasonably, to determine whether the unit owner has complied with the Corporation's Rules.

ARTICLE VI – PROCEDURE FOR ARBITRATION

- (i) The parties shall meet and attempt to appoint a single arbitrator whose education and training makes him or her well qualified to determine the particular question or matter in dispute. In the event that the parties are unable to agree upon a single arbitrator, each party shall appoint one arbitrator within seven (7) days of the meeting and notify the other party. The arbitrators so appointed shall, within seven (7) days of the appointment of the last arbitrator so appointed, choose an arbitrator who will serve as the sole arbitrator to determine the particular question or matter in dispute. If either party neglects or refuses to name an arbitrator within seven (7) days of being requested to do so by the other party, the arbitrator named by the other party shall proceed to resolve the dispute in accordance with the Arbitration Act, 1991 (Ontario) and the parties agree that the arbitrator's decision shall be binding and shall not be subject to appeal by either party other than on a question of law in accordance with Section 45 (2) of the Arbitration Act, 1991 or pursuant to a specific

ground for appeal or for setting aside the arbitrator's award pursuant to Section 46 of the Arbitration Act, 1991.

- (ii) The decision and reasons of the arbitrator shall be made within thirty (30) days after the hearing of the question or matter in dispute, and the decision and reasons shall be drawn up in writing and signed by the arbitrator who shall also be entitled to award costs in the arbitration. The compensation and the expenses of the arbitrator shall initially be paid in equal proportions by each party subject to the final outcome and any award being made as to costs of the arbitration.
- (iii) Subject always to the parties agreeing to any modifications thereto, the arbitration shall be conducted generally in accordance with the rules of procedure, attached hereto as Schedule "B", and also in accordance with the provisions of the Arbitration Act, 1991 (Ontario).

ARTICLE VII – MISCELLANEOUS

(i) **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.

(ii) **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.

(iii) **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.

(iv) **Alterations**

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

The foregoing By-Law is hereby passed by the Directors and confirmed by a majority of the owners pursuant to the Act.

DATED at the City of Toronto, this _____ day of _____, 2009

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1525

Per:

(President)

Print Name:

(Secretary)

Print Name:

"We have authority to bind the Corporation"

SCHEDULE "A"

RULES OF PROCEDURE FOR THE CONDUCT OF MEDIATIONS

INTRODUCTION

Mediation is not arbitration. Mediation is the use, by disputing parties, of a neutral third party to facilitate their own resolution of their dispute.

MEDIATION AGREEMENT

The parties to a proposed mediation shall sign a mediation agreement stating that they have agreed:

1. to submit the dispute to mediation;
2. to try to resolve their dispute with the aid of the mediator, and
3. that these Rules shall apply to the mediation.

The mediation agreement shall contain a brief description of the nature of the dispute and shall enclose the text of any relevant mediation clause in any document.

CONDUCT OF THE MEDIATION

Each party to the mediation shall inform the mediator, of the following matters (where applicable):

1. what issues are in dispute and which matters, if any, have been agreed upon;
2. the identification of any documents, correspondence, books or records that the party wishes to produce to the other party and to the mediator in advance of the mediation;
3. whether 'on site' inspections and/or interviews should, in the opinion of the party, be part of the mediation proceeding;
4. whether any experts or consultants of the party will be attending the mediation;

Prior to the mediation, and by conference call, the mediator will advise the parties of the basis upon which the mediator's fee shall be calculated, secured and paid, including any deposit to be paid in advance. The mediator shall disclose any personal interest in the dispute, or any previous relationship with any of the parties, or any specific bias regarding any of the issues, and the parties and the mediator shall reach agreement on dealing with it, prior to the mediation.

GENERAL

The address for service shall be the last address given by each of the parties and service to this address shall be deemed good and sufficient.

The mediator shall schedule the date, time and location for a mediation conference with the agreement of the parties. The parties agree to use their best efforts to schedule a mediation within 30 days following the appointment of the mediator.

A mediation conference shall be held in private. The only persons entitled to be present without the consent of the mediator, shall be the parties and/or their representatives.

CONFIDENTIALITY

The mediator shall keep confidential any information provided to her/him in the course of the mediation. However, the mediator may disclose to any party or to her or his counsel any information provided by the other party which the mediator and the party believe to be relevant to the issues being mediated, unless a party or her/his counsel has specifically requested the mediator to keep certain information confidential.

It is agreed that mediation sessions are settlement negotiations and disclosures are inadmissible in any further litigation or arbitration to the extent allowed by law. The parties will not subpoena or otherwise require the mediator to testify or produce records or notes in any future proceedings. No transcripts will be kept of the mediation conference.

It is agreed that the parties shall not rely on or introduce as evidence in subsequent arbitral or judicial proceedings:

1. any views expressed, or suggestions made, by the other party in respect of the possible settlement of the dispute;
2. any admissions made by the other party in the course of the mediation;
3. the fact that the other party had indicated a willingness to accept a proposal or recommendation for settlement made by the mediator;
4. proposals made or views expressed by the mediator.

REPRESENTATION

Unless the parties otherwise agree, a party may be represented by a lawyer or agent if prior notice, including the lawyer's or agent's name and address, is given to the mediator and other parties at least 5 (five) days prior to the mediation conference.

Each party's representative must have authority to settle the dispute at the mediation conference, unless otherwise agreed.

Where a party fails to attend or be represented at a mediation conference despite proper notice, the mediator may adjourn the mediation conference to a later date with 14 days notice to all parties, and costs may be assessed against the defaulting party. Where that party again fails to attend the mediation conference on the adjourned date, the mediation will be deemed to have failed and the mediator will deliver a notice to this effect.

The mediation conference may be terminated at any time by any party, her or his counsel, or the mediator for any reason.

REPORT

The mediator shall prepare a report for the parties, within 14 days following completion of the mediation, which states:

1. the names of the parties;
2. the date and place of the mediation;
3. the resolution particulars of any issues that have been resolved, and/or that the mediation has failed on some or all issues, as the case may be.

SCHEDULE "B"

RULES OF PROCEDURE FOR THE CONDUCT OF ARBITRATIONS

Site of Arbitration

The place of arbitration shall be Toronto, Ontario, or such other locale as the parties may agree, but the arbitrator or arbitral tribunal may meet at any other place they consider necessary for meetings to hear evidence or for the inspection of documents or property related to the issues in the dispute.

Preliminary meeting with the Arbitrator

If the parties to the arbitration cannot agree between themselves as to the procedure for the arbitration, including the matters listed below, the parties to the arbitration and/or their respective representatives shall meet with the arbitrator in a preliminary meeting before the formal hearing to determine procedural matters, including the following, which in the absence of agreement of the parties shall be determined by the arbitrator:

1. what issues are in dispute and which matters, if any, can be agreed upon, and what matters might expedite the proceedings;
2. the law governing the matter, unless this is specified in the arbitration agreement of the parties;
3. whether statements, if any, are to be exchanged; their format and the deadlines for exchange of such statements;
4. whether witnesses shall be excluded during the testimony of other witnesses;
5. what documents, correspondence, books or records exist or can be produced, when they shall be produced or exchanged and by whom;
6. whether 'on site' inspections shall be part of the proceedings;
7. the number of witnesses likely to be called to testify, their names and addresses (in the case of expert witnesses, their credentials), the gist of their evidence and whether their evidence can be given by affidavit;
8. the length of time the proceedings will take, including the time to present each party's case;

9. whether a stenographic recording or any type of record of the proceedings shall be kept and how the expense shall be paid and secured;
10. except as to a stenographic record as provided above, what shall be included in the record of the arbitration;
11. whether special services such as interpreters, document translations or security measures are required, and how such services shall be provided and paid for;
12. the basis upon which the arbitrator's fees shall be calculated, secured and paid, including any deposit to be paid in advance of the hearing;
13. whether an arbitration agreement is valid and in force;
14. fixing the locale where the arbitration is to be held; and
15. setting the date, time and place of the hearing.

The parties agree to use their best efforts to schedule the preliminary meeting within 30 days following the appointment of the arbitrator.

The preliminary meeting may be held by teleconference with the consent of the parties and the arbitrator. Any consensus reached at the preliminary meeting shall be recorded in writing by the arbitrator and such record shall be sent within four days of that meeting to each of the parties.

Legal Representation

The parties may be represented by legal counsel at the preliminary meeting and during any step of the proceedings of the arbitration. The arbitrator shall be informed of the name and address of the lawyers appointed by the parties to represent the parties, at least five days before any scheduled oral hearing or meetings.

Submissions

The arbitrator may in her/his sole discretion, subject to the Rules herein, conduct the arbitration in any manner (s)he considers appropriate giving each party full and fair opportunity to present their case. The arbitrator may, without limiting her/his discretion, conduct the arbitration on the basis of written submissions only or with oral evidence as the arbitrator or the arbitral tribunal may decide.

Jurisdiction

Challenges to the arbitrator's jurisdiction may be dealt with by the arbitrator herself or himself. The arbitrator may treat the arbitration clause forming part of an agreement as independent of the agreement and in the event that the arbitrator decides that the agreement is void, such decision shall not invalidate the arbitration clause in question.

Statements – Claim and Response

Within ten days following the pre-arbitration meeting, the claimant shall send a written statement entitled "Claim Statement" to the respondent and to the arbitrator briefly outlining relevant facts, issues in dispute and relief sought. Within ten days after receipt by the respondent of the Claim Statement, the respondent shall send a written statement entitled "Response Statement" together with a written statement of counterclaim, if any, to the claimant and the arbitrator. Defence to the counterclaim must be filed by the claimant within ten days after receipt of the counterclaim.

If the respondent fails to deliver a Response Statement, the arbitrator will notify the claimant, and the arbitration shall proceed in accordance with subsections 27(2) and 27(3) of the Arbitration Act, 1991, or such other relevant provisions as are then in force.

Document Productions

Annexed to each party's Statement shall be a document list outlining the documents upon which the parties intend to rely. Each document shall be described with sufficient detail for the purpose of clarity. Each party shall make available to the other party for inspection and photocopying any documents outlined in the list of documents.

The arbitrator may order on application or otherwise a party to produce any documents that the arbitrator considers relevant upon terms to be decided by the arbitrator.

Amendments to Statements

The arbitrator may permit amendments to Statements by either party including a counterclaim during the course of the arbitration unless the arbitrator considers it inappropriate to allow such

amendment because of the party's delay in making it or prejudice to the other parties or any other circumstances. An amendment to or supplemental claim or counterclaim may not be advanced by a party to the arbitration if the amendment would fall outside the scope of the arbitration agreement. The arbitrator may order the parties to identify the facts which are not in dispute and to prepare an Agreed Statement of Facts for filing with the arbitrator to form part of the pleadings. The filing times shall be specified by the arbitrator.

Hearing dates

Dates for oral hearings or meetings of the parties and the arbitrator shall be ordered by the arbitrator on at least seven days written notice of such hearings or meetings to the parties.

The arbitrator for good cause shown may postpone any hearing or meeting upon the request of a party or upon the arbitrator's own initiative, and shall also grant such postponement when all of the parties agree thereto.

Evidentiary Matters

Subject to the Act or other applicable law, the parties may offer such evidence as is relevant and material to the dispute and shall produce such evidence as the arbitrator may deem necessary to an understanding and determination of the dispute. The arbitrator or other person authorized by the Act or other applicable law with respect to the subpoena of witnesses or documents may do so upon the request of any party or independently. The powers of the arbitrator include the power to administer an oath or affirmation or to require a witness to testify under oath or affirmation.

Parties intending to rely on documents must prepare briefs of all documents including an index page, intended to be introduced at the oral hearing and submitted to the arbitrator no less than ten days before the commencement of the hearings. Request by the parties to introduce documents not contained in the document briefs at the oral hearing may be considered by the arbitrator prior to or at the commencement of the hearing. The arbitrator shall be the judge of the relevance and materiality of the evidence offered, and conformity to legal rules of evidence shall not be necessary. All evidence shall be taken in the presence of the arbitrator and all of the parties except where any of the parties is absent, in default or has waived the right to be present.

Witnesses

An arbitrator may also call a witness on her/his own motion subject to the rights of cross-examination of that witness by the parties, and the right of the parties to call evidence in rebuttal. If a party fails to appear at a hearing or to produce any evidence at that hearing, the arbitrator or arbitral tribunal may proceed with the arbitration and make an arbitral award.

Special counsel may be appointed to assist the arbitrator or arbitral tribunal at their request. Counsel's fees are to be shared equally by the parties.

Experts

An arbitrator has the right to appoint an expert to report to the arbitrator and, following the filing of the report to the arbitrator, the expert shall be subject to questioning by the parties, if requested by the parties.

Default

In the case of claimants or respondents who, without adequate explanation and after seven days notice from the arbitrator, fail to deliver their Claim Statement or Response Statement as the case may be within the required time, the arbitrator shall continue the arbitration. Failure of the respondent to file the Response Statement will not automatically result in an arbitrator making an arbitral award. The arbitrator shall require the claimant to submit proof of its Claim, and the arbitrator or arbitral tribunal shall make an award based upon the evidence before them.

Discretion and Flexibility

The arbitrator shall have broad discretion and flexibility in the conduct of the proceedings and where the arbitrator considers it just and appropriate in the circumstances, these Rules may be modified upon the arbitrator's own initiation. Without limiting the generality of the foregoing, the arbitrator may make interim orders on any matters with respect to which they may make a final award including orders for preservation of property which is the subject matter of the dispute. The arbitrator may also expand or reduce the scope of the discovery of the issues in the arbitration or

the documentation of the parties filed.

Award

Upon the conclusion of evidence, the arbitrator may close the hearing and thereafter shall make a final written award within a reasonable time period but no later than 30 days after the hearing is closed.

In addition to making a final award, the arbitrator may make interim, interlocutory or partial orders and awards.

The arbitrator may grant any remedy or relief that the arbitrator deems just and equitable and within the scope of the agreement of the parties including, but not limited to, punitive damages, specific performance of a contract, injunctions and other equitable remedies.

Costs

The arbitrator may fix costs in the final award or upon application, by either party, may fix costs of the arbitration no later than 15 days after notification of the final award. The arbitrator may determine which party or parties shall bear the costs of legal fees and expenses of the successful party or substantially successful party and may apportion those costs. The costs of the arbitrator's fees and administrative fees are joint and several obligations of the parties to the arbitration unless the parties have agreed otherwise. Either party may within 14 days after being notified of the award with respect to costs make application to the arbitrator to vary, clarify or amend the award with respect to costs and the arbitrator may do so in her/his discretion.

Confidentiality

Confidential information disclosed during the proceedings by the parties or by witnesses shall not be divulged by the arbitrator. Unless otherwise agreed by parties or required by applicable law, the arbitrator shall keep confidential all matters relating to the arbitration or the award.

BY-LAW NO. 6
EFFECTIVE FEBRUARY 19, 2009

STANDARD UNIT

Toronto Standard Condominium Corporation No. 1525

BY-LAW NUMBER 6

A By-Law to establish a "standard unit"

WHEREAS Section 56(1)(h) of the Condominium Act, 1998, Chapter 19, Statutes of Ontario, 1998, as amended (hereinafter referred to as the "Act") provides that the Board of Directors of Toronto Standard Condominium Corporation No. 1525 (hereinafter "the Corporation") may pass a by-law establishing what constitutes a standard unit for each class of units specified in the by-law for the purpose of determining the responsibility for repair of improvements after damage and insuring them;

AND WHEREAS it is desirable for the Board to enact such a by-law to clarify the responsibilities and obligations of the unit owner and the Corporation with respect to repair to such improvements to the unit:

AND WHEREAS the unit owner shall remain responsible for the maintenance, repair and replacement of the unit, as defined in Schedule "C" to the Declaration, and for maintaining, repairing, replacing and insuring any improvements or betterments to the unit:

AND WHEREAS an "improvement" is defined to be, for the purposes of this by-law, any change made to the "as built" condition of the unit when completed by the Declarant including any extras or upgrades to the "builders grade" fixtures and fittings paid for by the original unit owner, and as more specifically set out below:

BE IT ENACTED as a by-law of the Corporation, as follows:

1. For the purposes of this by-law, all units at the Corporation, except the commercial unit, the sign units, the parking units and the locker units, shall be deemed to be of one class.
2. With respect to the commercial unit, the standard unit shall be deemed to be bounded by the unit boundaries as defined in Schedule C of the Declaration and all fixtures, fittings and contents within the unit, including, but not limited to, all interior and exterior doors, door frames, door hardware, windows, window frames, all pipes, wires, cables, conduits, ducts, shafts, flues, mechanical and electrical apparatus including heating, air conditioning and ventilation equipment and appurtenant fixtures attached thereto that provide a service or utility to the commercial unit regardless of whether or not same are located outside the boundaries of the commercial unit, carbon monoxide

detectors, fire alarms, security or sprinkler systems shall be deemed to be improvements and betterments, whether installed by the Declarant or by a subsequent owner or occupant.

3. The standard unit shall mean the "as built" condition of the unit when completed by the Declarant, including the fixtures and fittings that correspond to "builder's grade" finishes, that is, unimproved above the builder's basic standard, which fixtures, fittings and finishes include items listed in Schedule 'A' attached to and forming part of this by-law. Anything not listed in Schedule 'A' shall be deemed to be an improvement or betterment made to a unit, as that term is defined by Sections 89 and 99 of the Condominium Act. Should a dispute or disagreement arise over the manufacture, quality, colour, texture, dimension, and/or finish of any item set out in Schedule 'A', the final determination of same shall be reserved to the board of directors in its unfettered discretion.
4. The unit owner shall be responsible for the cost of maintenance, repair, replacement, and to arrange adequate insurance for all improvements or betterments to the individual unit whether made or acquired by the unit owner or any predecessor of such owner.
5. Notwithstanding the above definition of standard unit, the following fittings and fixtures shall be deemed to be improvements and betterments within the meaning of this by-law and for the purposes of the Condominium Act, 1998;
 - * All floor coverings, including without limitation, all carpets and broadloom, floor tiles including wood parquet, hardwood, linoleum and all application treatments including adhesives, under padding, sound transmission barriers, and vapour barriers;
 - * All wall finishes, coverings, applications, and/or materials on or attached to or on the unit side of the primary coat finished gypsum board or other originally installed wall material of all internal walls, . . . including without limitation paint (beyond primary coat), varnish, stain, wall paper, or covering, application, or installation of any kind or material, and all cornices and crown mouldings

- * All ceiling finishes, coverings, applications, and/or materials on or attached to, or on the unit side of the primary coat finished gypsum board or other originally installed ceiling material, with the exception of basic stippling of ceiling drywall in all ceilings except kitchen, bathroom and closet ceilings
 - * All mantels or hearths on or around any fireplaces
 - * All window coverings, including without limitation, drapes, drapery linings, drapery sheers and blinds
 - * All appliances, including without limitation, refrigerator, stove, microwave, dishwasher, washer and dryer
6. Any and all excess costs incurred by the corporation relating to maintenance, repair and/or replacement of fixtures or fittings constituting part of the unit or common elements where such has been occasioned by the unit owner or a predecessor in title replacing or altering original fixtures and fittings is deemed to be a cost of maintaining, repairing or replacing an improvement or betterment, and any such cost shall be paid or payable by the owner to the corporation and shall constitute a common expense payable with respect to the unit.
7. Any of the materials set out in Schedule 'A' may be replaced with a material that is of similar or better quality and finish, should the original materials not be available for any reason. Should a dispute arise with respect to same, the final and unfettered determination shall be that of the board of directors.

The foregoing By-Law is hereby passed by the Directors and confirmed by the owners pursuant to the Act.

DATED at the City of Toronto, this day of , 2009

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1525

Per:

(President)

Print Name:

(Secretary)

Print Name:

"We have authority to bind the Corporation"

Schedule A
Standard Unit By-Law

		General Finishes
	Baseboards	Painted white Contemporary-style wood baseboards
	Interior Door Frames	Painted white wood door frames
	Walls	Unit side of gypsum board primed except where tiles have been indicated in kitchen and bathroom.
	Ceiling	Stucco finished ceilings except bathrooms, kitchen, closets and laundry room.
	Threshold	Wood stained to match entrance door
	Interior Doors	Contemporary flat slab doors or mirrored sliders where applicable. Sliding doors to terraces and balconies white.
	Interior Hardware	Chrome plated hinges, door handles
	HVAC (Heating & Cooling)	Individual controlled heating and air-conditioning in each unit.
	Electrical Outlets	Electrical copper wiring with circuit breaker service panel
	Fire	Smoke and heat detectors
	Paint	Drywall ceilings, kitchen, bathroom and laundry and closets- base builder's primer. Wood doors, frames, trim, base and cabinet work - White Alkyd Enamel Semi Gloss
	Windows	Double glazed thermal window with aluminum frames
	Entry Door	Contemporary flat slab, wood stain door to match existing stain colour.
Contemporary Kitchen		
	Cabinets	Custom two-tone Euro-style kitchen cabinets with open display shelf
Under 845 Sq. Ft	Cabinets	Custom Euro-style kitchen cabinetry
	Countertop	Granite countertop with designer granite tile backsplash
Under 845 Sq. Ft	Countertop	Laminate countertop with designer oversized granite tile backsplash
	Sink	Double stainless steel Kohler sink
Under 845 Sq. Ft	Sink	Single stainless steel Kohler sink
	Tap Fixtures	Single-leaver Kohler faucet
	Lighting	Pot lights
	Exhaust Fans	Two speed white exhaust fan vented to the exterior
Ensuite Bathroom or Main Bathroom		
	Shower Door	Frameless glass shower door in applicable units
	Shower	Marble tiles for shower deck and surround
	Bathtub	5' soaker tub with marble tile deck and surround
	Toilet	Elongated Kohler toilet bowl white
	Sink and Vanity	Granite slab vanity countertop with Kohler basin and 4" granite backsplash.
	Cabinets	Custom Euro-style white laminate wall-hung vanity cabinet
	Mirror	Seamless mirror over vanity between cabinets
	Wall Tiles	Marble tiles for shower/bathroom desk and surround
	Fans	Exterior vented exhaust fans in all bathrooms
	Medicine Cabinet/Mirror	Extra high wall-hung medicine cabinets topped with an open display niche
	Lighting	Pot lights and white decora style bathroom fixtures
	Locks	Privacy locks on bathroom door
	Tap Fixtures	Chrome plated Kohler faucets, pressure balanced valve for tub and shower
Second Bathroom		
	Shower	Glass shower door with chrome frame, ceramic tiles for shower walls
	Toilet	White Kohler toilet bowl
	Sink and Vanity	Granite vanity countertop with circular ceramic finish Kohler sink
Under 845 Sq. Ft	Sink and Vanity	Laminate vanity countertop with circular ceramic finish Kohler sink
	Cabinets	Wall-hung white designer laminated cabinet floating off floor
	Mirror	Full height seamless vanity mirror
	Lighting	Pot lights and white decora style bathroom fixtures
	Tap Fixtures	Chrome-plated single leaver Kohler faucets to all sinks, pressure balanced valve for tub and shower
	Fans	White exterior vented exhaust fan
	Accessories	Bathroom accessories in chrome
	Locks	Privacy locks on bathroom door

Schedule A
Standard Unit By-Law

		Laundry Closet
	Walls	Gypsum board, primed
	Ceiling	Gypsum board, primed
	Lint Trap	Removable ceiling lint trap
	Dry Vent System	Piping leading to exterior
	Flooring	Vinyl tile flooring
		Foyer/Hallway
	Walls	Gypsum board, primed
	Ceiling	Gypsum board, primed
	Lighting	Glass fixture
		Technical Features
		Two multiport outlets which support 2 telephone lines and 2 coaxial lines.
		In addition, each suite will be prewired with 2 telephone outlets and one more cable outlet.

BY-LAW NO. 7
EFFECTIVE FEBRUARY 19, 2009

DIRECTORS' QUALIFICATIONS

Toronto Standard Condominium Corporation No. 1525

BY-LAW NUMBER 7

A By-Law to establish "directors' qualifications"

WHEREAS Section 56(1)(a) of the Condominium Act, 1998, Chapter 19, Statutes of Ontario, 1998, as amended (hereinafter referred to as the "Act") provides that the Board of Directors of Toronto Standard Condominium Corporation No. 1525 (hereinafter "the Corporation") may pass a by-law establishing qualifications and election of directors:

AND WHEREAS the elected directors are responsible for operation, policy and administration of the Corporation and the Property, and in order to carry out those duties effectively must meet on a regular basis:

AND WHEREAS day-to-day awareness of building issues and ability to attend meetings is greatly enhanced by residency in the building:

AND WHEREAS fewer than 50% of the units are owned at the time this by-law is passed by non-residents:

AND WHEREAS in Article VI of By-law No. 1, the Corporation establishes the number of directors as five, of whom three shall constitute a quorum for the transaction of business at any meeting of the board:

AND WHEREAS in paragraph 6.3 of By-law No. 1, the Corporation establishes qualifications for directors:

BE IT ENACTED as a by-law of the Corporation, as follows:

1. Paragraph 6.3 of By-law No. 1 of the Corporation shall be amended by adding the following new qualifications of directors:

"6.3.1 At all times -at least three (3) of the directors must each be a resident owner of a unit in the Corporation. If such a director becomes a non-resident owner which results in the number of resident owner directors falling to two or fewer, then the new non-resident owner shall no longer be qualified to continue as director, and the vacancy created by the disqualification may only be filled by appointment or election in accordance with paragraph 6.6 of this by-law of a qualified resident of a unit in the Corporation."

2. The following additional paragraph shall be added as sub-paragraph 6.3.2 to By-law No. 1 of the Corporation:

“The election process at a meeting of owners shall be carried out in the discretion of the meeting chair in such a manner that ensures that upon completion of the election process, the composition of the board of directors, shall include at least three directors qualifying as resident owners of units in the Corporation.”

3. The following additional paragraphs shall be added as sub-paragraphs to By-law No. 1 of the Corporation:

“6.3.3 No person shall be nominated, elected or appointed as a director who is a party to any litigation, mediation and/or arbitration proceedings with the Corporation.

“6.3.4 No person shall be nominated, elected or appointed if the person is a spouse of a director or a co-owner of a unit in the corporation with a director

“6.3.5 A director immediately ceases to be a director if:

- the director misses three (3) consecutive Board meetings or a total of six (6) meetings in any fiscal year commencing at the date of the Annual General Meeting and is unable to provide an explanation for his/her absence that is satisfactory to the Board, acting reasonably;
- the director becomes a party to any litigation, mediation and/or arbitration proceedings with the Corporation;
- the director becomes the spouse of a director or a co-owner of a unit in the Corporation with a director

The foregoing By-Law is hereby passed by the Directors and confirmed by the owners pursuant to the Act.

DATED at the City of Toronto, this

day of

, 2009

TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 1525

Per:

(President)

Print Name:

(Secretary)

Print Name:

“We have authority to bind the Corporation”