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CONDOMINIUM ACT

CERTIFICATE

Metropolitan Toronto Condominium Corporation No. 1170 hereby certifies that the By-law Number 6 attached hereto was made in accordance with the Condominium Act, being Chapter C.26 of the Revised Statutes of Ontario, 1990 and any amendments thereto, the Declaration and the By-laws of the Corporation, and that the said By-law Number 6 has not been amended and is in full force and effect.

DATED at the City of North York, in the Municipality of Metropolitan Toronto, this 18th day of December, 1997.

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 1170

Per: 

Alexandra Lewin
Authorized Signing Officer

I have authority to bind the Corporation.

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METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 1170

BY-LAW NO. 6

A by-law respecting the authorization of the Corporation to grant or transfer an easement, licence or lease

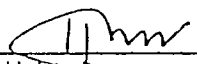
BE IT ENACTED as a by-law of METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 1170 (hereinafter referred to as "the Corporation") as follows:

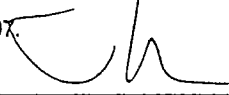
THAT the Corporation shall have the authority to grant or transfer an easement or license or a lease through any part or parts of the common elements which are not designated as exclusive use common elements or restricted as to use common elements for the purposes of facilitating the removal of walls between units and allowing owners to make betterments and improvements to their units which might require the grant or transfer of an easement or license or a lease over the common elements. The Corporation shall only lease or grant or transfer an easement or licence where:

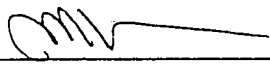
1. it is satisfied that the work being carried out by the owner complies with all necessary municipal requirements;
2. the owner agrees to maintain and repair the portion of the common elements for which he has been given a lease or granted or transferred an easement or license;
3. the owner indemnifies and saves harmless the Corporation from any damages, costs or expenses incurred by the Corporation as a result of the alterations being made;
4. the owner supplies to the Corporation plans and specifications of the alteration, including any surveys or plans required by any governmental authority including the building department and the relevant land registry office;
5. the owner agrees that the lease or grant or transfer of the easement or license and the owner's agreement to maintain and repair may be registered against the title to the owner's unit or units;
6. prior to any alterations being effected, the owner enters into an agreement with the Corporation which may, at the Corporation's discretion, be registered in the Land Registry Office against the title to the unit or units affected, which agreement will specify the terms and conditions upon which any alterations to the unit or units can be effected;
7. the Corporation provides (with no obligation on the Corporation to do so) to the insurer of the property copies of the plans proposed to be carried out by the owner and obtains in writing, the insurer's approval to the changes. The insurer must also advise the Corporation that the coverage is in no way affected by the changes to be carried out; and
8. any costs incurred in connection with or incidental to a grant or transfer of the easement or licence or a lease including in preparing the materials necessary to protect the interest of the Corporation will be borne by the owner.

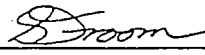
The foregoing by-law is hereby enacted and passed by the directors of the Corporation as evidenced by the respective signatures hereto of all the directors.

DATED this 18th day of December, 1997.


Sandor Hofstetter


Thomas Hofstetter


Mark Mandelbaum


Larry Froom


Alexandra Lewin


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

DATED this 18th day of December, 1997.

7 KING STREET DEVELOPMENTS LIMITED

Per: 
Authorized Signing Officer

Per: 
Authorized Signing Officer

We have authority to bind the Corporation

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SCHEDULE

Form 11
Condominium Act, 1998

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

Metropolitan Toronto Condominium Corporation No. 1170 (known as the "Corporation") certifies that:

1. The copy of By-law Number 7, attached as Schedule A, is a true copy of the By-law.
2. The By-law was made in accordance with the *Condominium Act, 1998*.
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

Dated this 7th day of June, 2004.

**Metropolitan Toronto Condominium
Corporation No. 1170**

By: E K Bricknell
Name: E K Bricknell
Title: President
I have authority to bind the Corporation.

By: Jason Hum
Name: JASON HUM
Title: Secretary
I have authority to bind the Corporation.

SCHEDULE "A"

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 1170

BY-LAW NUMBER 7

WHEREAS Bell ExpressVu Limited Partnership ("ExpressVu") requires access to the non-exclusive common elements of Metropolitan Toronto Condominium Corporation No. 1170 (the "Corporation") in order to install and operate its telecommunication service;

BE IT ENACTED as a By-Law of the Corporation as follows:

1. That the Corporation grant ExpressVu access in the nature of a licence through the Corporation's non-exclusive common elements to install, operate, upgrade, maintain, repair, replace and remove its telecommunication system.
2. That the President or Vice-President together with any other director, or any agent authorized by the Board of Directors, may execute any documents and instruments that are required for the purpose of granting the aforementioned licence.
3. The Board of Directors is authorized to terminate the licence at any time, without the approval of the owners or a further by-law.
4. The foregoing by-law is hereby enacted as By-law No. 7 of Metropolitan Toronto Condominium Corporation No. 1170, said by-law having been passed by the board of directors on the 28 day of May, 2003, and duly approved by the owners of a majority of the units of the Corporation voting in favour of confirming it on the 19 day of May, 2004, without variation, pursuant to the provisions of the *Condominium Act, 1998, S.O.*

DATED this 7th day of June, 2004.

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 1170

By: E K Bricknell
Name: E K Bricknell
Title: President
I have authority to bind the Corporation

By: Jason Hung
Name: JASON HUNG
Title: Secretary
I have authority to bind the Corporation

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SCHEDULE

Form 11

Condominium Act, 1998

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

Metropolitan Toronto Condominium Corporation No. 1170 (known as the "Corporation") certifies that:

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

Dated this 7th day of June, 2004.

Metropolitan Toronto Condominium Corporation No. 1170

By: E K Bricknell
Name: E K Bricknell
Title: President
I have authority to bind the Corporation..

By: Jason Hum
Name: JASON HUM
Title: Secretary
I have authority to bind the Corporation.

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SCHEDULE "A"
METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 1170

BY-LAW NO. 8

Be it enacted as a by-law of Metropolitan Toronto Condominium Corporation No. 1170 (hereinafter referred to as this or the "**Corporation**" or this or the "**Condominium**") as follows:

By-law Nos. 1, 2, 3, 4 and 5 of the Corporation shall be repealed and replaced with the following:

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ARTICLE I
DEFINITIONS

1.01 The terms used herein shall have ascribed to them the definitions contained in the *Condominium Act*, 1998, Chapter 19, Statutes of Ontario 1998, as amended, and the regulations made thereunder (all of which are hereinafter referred to as the "Act"), and in the declaration (as may be amended) of the Corporation (the "declaration").

ARTICLE II
SEAL

2.01 The corporate seal of the Corporation shall be in the form impressed hereon.

ARTICLE III
REGISTER

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

ARTICLE IV
MEETING OF MEMBERS

4.01 **Annual Meetings:** The annual meeting of the owners shall be held at such place and at such time and on such day in each year as the board of directors of the Corporation (hereinafter called the "board" and/or "Board" and/or "Board of Directors") may from time to time determine, for the purpose of hearing and receiving the reports and statements required by the Act and the by-laws of the Corporation to be laid before the owners at an annual meeting, and for the purposes of electing directors, confirming by-laws passed by directors, appointing an auditor and fixing or authorizing the board to fix his/her remuneration, and for the transaction of such other business as may be properly brought before the meeting. The board shall lay before each annual meeting of owners a financial statement made in accordance with generally accepted accounting principles, as well as the report of the auditor to the owners, and such further information respecting the financial position of the Corporation as the by-laws may require. The annual general meeting of the Corporation shall be held within six months of the end of each fiscal year of the Corporation.

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- 4.02 **Conduct of Meetings:** At any annual or special meeting, the President of the Corporation or failing him/her the Vice-President, or, failing him/her, a person designated by the President, or failing him/her, some 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/her the Chairperson shall appoint a secretary.
- 4.03 **Requisitioned/Special Meetings:** The board shall, upon receipt of a requisition in writing made by owners (and/or a mortgagee entitled to vote) who together own at least fifteen (15%) percent of the units, call and hold a meeting of the owners, and if either the requisitionists agree to add the items of business at the next general meeting, or 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; and in such case, the meeting shall be held within forty-five (45) days of the said meeting being called.
- 4.04 **Notices:** Unit owners shall be given written notice at least fifteen (15) days before the holding of each annual or special meeting, detailing the time, place and date of such meeting. Notice shall be given to the auditor of the Corporation and to each owner and mortgagee who is entered on the Register for at least twenty (20) days before the date of such meeting. The Corporation shall not be obliged to give any notice to any owner who has not notified the Corporation in writing that he/she has become an owner, or to any mortgagee who has not notified the Corporation in writing that he/she has become a mortgagee and has been authorized or empowered in his/her mortgage to exercise the right of the mortgagor to vote pursuant to section 47 of the Act. Each notice of meeting, as hereinbefore required, shall have appended to it an agenda of the matters to be considered at such meeting and any such other matters as may be required pursuant to section 47 of the Act as well as a list of candidates who wish to run for any position on the Board of Directors that will be filled at the said meeting, if such candidate has given the Corporation written notice of his/her candidacy.
- 4.05 **Reports and Financial Statements:** The Corporation shall, at least fifteen (15) days before the date of any annual meeting of owners, furnish to every owner and mortgagee entered on the Register, a copy of the financial statement and auditor's report. A copy of the minutes of the meetings of owners and of the board shall, within fifteen (15) days of such meeting, be furnished to each owner, as well as any mortgagee who has, in writing, requested same and has paid a reasonable fee to compensate the Corporation for the labour and copying charges.
- 4.06 **Persons Entitled to be Present:** The only persons entitled to attend a meeting of owners shall be the owners and mortgagees entered on the Register, the auditor of the Corporation, the directors and officers of the Corporation and any others who, although not entitled to vote, are entitled or required under the provisions of the Act or the by-laws of the Corporation to be present at the meeting. The Corporation's solicitor, at the express request or invitation of the Board of Directors, shall be entitled to attend the meeting of owners. Any other person may be admitted only on the invitation of the Chairperson of the meeting or with the consent of the majority of those present at the meeting.
- 4.07 **Quorum:** At any meeting of owners, save and except where otherwise specified in the Act, including inter alia, section 42 (9) thereof, a quorum shall be constituted when persons entitled to vote and owning not less than twenty-five (25%) percent of the units are present in person or represented by proxy at such meeting. If thirty (30) minutes after the time appointed for the holding of any meeting of owners has elapsed and a quorum is not present, the meeting shall be dissolved and shall stand adjourned to the same time on the corresponding day, three weeks therefrom, at such place within the said municipality as the board shall determine. Notice of the time, day and place of the convening of such adjourned meeting shall be given not less than fifteen (15) days prior to the convening of such meeting.
- 4.08 **Right to Vote:** At each meeting of owners, and subject to the restrictions as hereinafter set out, every owner of a unit entitled to vote pursuant to the Act, if he/she is currently entered on the Register 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, may vote on all matters tabled at such meeting. If a unit has been mortgaged, the mortgagor may nevertheless represent such unit at such meetings and vote in respect thereof, unless the mortgage itself expressly authorizes and empowers the mortgagee to vote, in which case such mortgagee may exercise the owner's vote in respect of such unit upon filing with the Secretary of the meeting sufficient proof of the terms of such mortgage, and notifying both the mortgagor and the Corporation of the said mortgagee's intention to exercise his/her right to vote, at least four (4) days before the date of the meeting, as specified in the notice of meeting. Any dispute over the right to vote shall be resolved by the Chairperson of the meeting upon such evidence as he/she may deem sufficient. The vote of each such owner or mortgagee shall be on the basis of one vote per unit, and where two or more persons entitled to vote in respect of one unit disagree on their vote, the vote in respect of that unit shall not be counted.

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- 4.09 **Method of Voting:** At any annual, or special meeting, any question shall be decided by a show of hands unless a poll is demanded by a person entitled to attend such meeting as aforesaid, and unless a poll is so demanded, a declaration by the Chairperson that such question, by show of hands, has been carried is prima facie proof of the same, without proof of the number of votes recorded in favour of, or against, any such question. A demand for a poll, once given, may be withdrawn. Notwithstanding the above, the voting for the election of directors shall be by ballot only.
- 4.10 **Representatives:** An executor, administrator, guardian or trustee of an owner or mortgagee, or the committee of a mentally incompetent owner or mortgagee (and where a corporation acts in such capacity, any person duly appointed as proxy for such corporation) upon filing with the Secretary of the meeting sufficient proof of his/her appointment, shall represent the owner or mortgagee at all meetings of the owners of the Corporation, and may exercise the owner's or mortgagee's vote in the same manner and to the same extent as such owner or mortgagee. If there be more than one executor, administrator, committee, guardian or trustee, the provisions of section 4.12 of this Article shall apply.
- 4.11 **Proxies:** Every owner or mortgagee entitled to vote at meetings of owners may, by instrument in writing, appoint a proxy, who need not be an owner or mortgagee, to attend and act at the meeting in the same manner, to the same extent, and with the same powers as if the owner or mortgagee were present himself, subject to the restrictions within the Act. The instrument appointing a proxy shall be in writing signed by the appointor or his/her attorney authorized in writing. The instrument appointing a proxy shall be deposited with the Secretary of the meeting, before any vote is cast under its authority.
- 4.12 **Co-Owners:** If two or more persons own a unit, or own a mortgage in respect of which a right to vote is exercisable, any one of the owners or mortgagees, as the case may be, may in the absence of the other owner(s) or mortgagee(s) vote, but if more than one of them are present or are represented by proxy, then they shall vote in agreement with each other, failing which the vote for such unit shall not be counted.
- 4.13 **Votes to Govern:** At all meetings of owners, every question shall, unless otherwise required by the Act, the declaration or the by-laws of the Corporation, be decided by a majority of the votes cast on the question, as set out in section 4.09 of this Article.
- 4.14 **Entitlement to Vote:** Except where, under the Act or the by-laws of the Corporation, a unanimous vote of all owners is required, an owner is not entitled to vote at any meeting if any common expense or other monetary contribution payable in respect of his or her unit is in arrears for thirty (30) days or more prior to the meeting. An owner who is in arrears may vote at said meeting, if he/she makes payment of the full amount by certified cheque, money order, cash and/or bank draft, prior to the commencement of the meeting. Whether or not an owner has paid his/her arrears in full shall be a determination made by the board, in its full and unfettered discretion.

ARTICLE V THE CORPORATION

- 5.01 **Duties of the Corporation:** In addition to the duties and obligations set forth in the declaration of the Corporation, the duties of the Corporation shall include, but shall not be limited to, the following:
- a) controlling, managing and administering the common elements and assets of the Corporation;
 - b) operating and maintaining the common elements and assets of the Corporation in a fit and proper condition;
 - c) collecting the common expenses assessed against the owners;
 - d) supplying heat, hydro and water services to the common elements, except where the Corporation is prevented from carrying out such duty by reason of any event beyond the reasonable control of the Corporation. If any apparatus or equipment used in effecting the supply of any heat, hydro or water at any time becomes incapable of fulfilling its function, or is damaged or destroyed, then the Corporation shall have a reasonable time within which to repair or replace such apparatus, and the Corporation shall not be liable for any indirect or consequential damages, or for damages for personal discomfort or illness by reason of the breach of such duty;

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- e) obtaining and maintaining such insurance as may be required by the Act, the declaration or the by-laws, together with any appraisals of the full replacement cost of the common elements and assets of the Corporation that may be required by the Act, the declaration or the by-laws of the Corporation for the purposes of determining the amount of insurance to be effected;
- f) repairing after damage and restoring the units and the common elements in accordance with the provision of the Act, the declaration and the by-laws;
- g) obtaining and maintaining fidelity bonds where obtainable, in such amounts as the board may deem reasonable, for such officers and directors or employees as are authorized to receive or disburse any funds on behalf of the Corporation;
- h) causing audits to be made after every year-end and making financial statements available to the owners and mortgagees in accordance with the Act and the by-laws;
- i) effecting compliance by the owners with the Act, the declaration, the by-laws and the rules;
- j) providing a status certificate, and such statements and information as may be prescribed by the Act, and the Corporation shall be entitled to a fee (up to the maximum prescribed by the Act from time to time) for providing same;
- k) taking all reasonable steps to collect from each unit owner his or her proportionate share of the common expenses, and to maintain and enforce the Corporation's lien arising pursuant to the Act, against each unit in respect of which the owner has defaulted in the payment of common expenses; and,
- l) arranging for the preparation of the reserve fund study of the common elements and assets of the Corporation when and as required pursuant to section 94 of the Act and to implementing the plan for funding derived from such study.

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

- a) employing and dismissing personnel necessary for the maintenance and operation of the common elements;
- b) adopting and amending the rules of the Corporation concerning the operation and use of the property;
- c) employing a building manager or management company at a compensation to be determined by the board, to perform such duties and services as the board shall authorize;
- d) obtaining and maintaining fidelity bonds for any manager where deemed necessary by the board, and in such manner as the board may deem appropriate;
- e) investing monies held in the reserve fund(s) by the Corporation, provided that such investment shall be those permitted by the Act;
- f) settling, adjusting, compromising or referring to arbitration any claim or claims which may be made against or asserted on behalf of the Corporation;
- g) the Corporation may from time to time:
 - (i) borrow such amounts as the board may determine to be necessary or desirable in its sole discretion, in order to protect, maintain, preserve or ensure the due and continued operation of the property in accordance with the declaration and by-laws of the Corporation, and securing any such loan by a mortgage, pledge or charge of any assets owned by the Corporation, and adding the repayment of such loan to the common expenses;
 - (ii) charge, mortgage, hypothecate or pledge all or any of the real or personal property of the Corporation, including book debts and unpaid calls, rights, powers, franchises and undertakings to secure any such securities or other money borrowed, or other debts or any other obligation or liability of the Corporation;

- (iii) delegate to such one or more of the officers and directors of the Corporation as may be designated by the directors all or any of the powers conferred by this article to such extent and in such manner as the directors shall determine at the time of such delegation; and
- (iv) give indemnities to any director or other person who has undertaken or is about to undertake any liabilities on behalf of the Corporation or any corporation controlled by it, and secure any such director or other person against loss by giving him/her by way of security a mortgage or charge upon the whole or any part of the real and personal property, undertaking and rights of the Corporation,

provided that any such borrowing or loan in excess of **TEN THOUSAND DOLLARS (\$10,000.00)** for any one occurrence, shall require the approval of the owners who own a majority of units within the Corporation, at a meeting of owners duly called for that purpose;

- h) retaining any securities or other real or personal property received by the Corporation, whether or not the same is authorized by any law (present or future) for the investment of trust funds;
- i) selling, conveying, exchanging, assigning or otherwise dealing with any real or personal property at any time owned by the Corporation, at any price, on such terms, and in such manner as the board may in its sole discretion deems advisable, and to do all things and execute all documents required to give effect to the foregoing;
- j) leasing any part of the common elements or granting any easement or licence over, upon, under or through any part or parts of the common elements, by way of a by-law, except those parts of the common elements over which any owner has the exclusive use;
- k) by by-law to grant or transfer an easement through the common elements, in accordance with the provisions of the Act; and,
- l) the power and authority to enter into (and bind the Corporation to the terms and provisions of) the following agreements, namely:
 - (i) a management agreement, in order to employ a professional manager or management company, in such form as may be approved by the board from time to time;
 - (ii) an insurance trust agreement, in such form as may be approved by the board from time to time;
 - (iii) a cable television service agreement with a cable provider in a form as agreed to by the board of directors of the Corporation;
 - (iv) any hydro-electric, natural gas or water utility servicing agreement required for the provision of utilities to the units and common elements in the Corporation;
 - (v) any encroachment or other agreement allowing an encroachment from, or onto any adjacent property; and,

any other agreements which may be permitted by the Act and which are deemed advisable, desirable or necessary by the board of directors, from time to time, and any two of either the President, Vice-President and/or the Secretary or Treasurer are hereby authorized to execute any of the aforesaid agreements on behalf of the Corporation.

ARTICLE VI **BOARD OF DIRECTORS**

- 6.01 **Overall Function:** The affairs of the Corporation shall be managed by the board.
- 6.02 **Number 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.
- 6.03 **Qualifications:** Each director shall be eighteen (18) or more years of age and must be an owner of a unit(s) in the Corporation, or the spouse of an owner of a unit in the Corporation. No undischarged bankrupt or mentally incompetent person shall be a director, and if a director becomes a bankrupt or, a mentally incompetent person or, ceases to be an owner or a spouse of an owner of a unit within the Corporation, he/she shall thereupon cease to be a director.

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- 6.04 **Election and Term:** At each annual meeting, a number of directors equal to the number of directors whose term has expired shall be elected, each for a term of three (3) years. Such directors may, however, continue to hold office notwithstanding the expiry of their respective terms, until their successors are elected. In the event that a director must also be elected to fill a vacancy of a director's position prior to the expiry of his/her term, the determination of who shall be elected to a full three (3) year term or the balance of the unexpired term shall be based upon number of votes cast, with those receiving the most votes obtaining the longest terms available. In the event of a tie, a new vote shall be taken and the position in question shall be determined by the number of votes cast. If the directors are elected by acclamation and the terms of office to be filled are unequal, then the directors at their first meeting shall determine the distribution of terms.
- 6.05 **Removal of Directors:** A director may be removed in accordance with the provisions of section 33 of the Act.
- 6.06 **Filling of Vacancies:** If a vacancy in the membership of the board occurs, such vacancy shall be filled in accordance with the terms and provisions of section 34 of the Act and section 6.04 above, provided that where a board is allowed to fill the vacancy, then the board may exercise its authority and fill the said vacancy in the board in accordance with same.
- 6.07 **Calling of Meetings of the Board of Directors:** Meetings of the board shall be held from time to time at such place and at such time and on such day as an Officer and any other director may determine and the Secretary shall call meetings when directly authorized by an Officer and any other director to do so. In addition to any other provision in the by-laws, a quorum of directors may, at any time, call a meeting of the directors for the transaction of any business. Unless otherwise provided in the by-laws of the Corporation to the contrary, notice of any meeting so called shall be given personally, by ordinary mail, by email or by telefax, to each director at the address for service given by each director to the Corporation (or if no such address for service has been given, then to his/her last known place of residence) not less than forty-eight (48) hours (excluding any part of a Sunday or of a holiday as defined by the *Interpretation Act* R.S.O. 1990, c. I. 11 and any amendments thereto) 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 the meeting or otherwise signified in writing their consent to the holding of such meeting. If the notice is delivered personally, then the notice is deemed to be received the same day it is delivered. If any notice of a directors' meeting is mailed or sent by email or telefax as aforesaid, then same shall be deemed to have been received and to be effective on the second (2nd) business day following the date on which same was mailed, or on the first (1st) day following the date on which same was sent via email or by telefax.
- 6.08 **Regular Meetings:** The board may appoint a day or days in any month or months for regular meetings at a place and hour to be named. A copy of any resolution of the board fixing a place and time of regular meetings of the board shall be sent to each director forthwith after being passed, but no other notice shall be required for any such regular meeting. The board may conduct its meetings by teleconference or other electronic means as approved by the board by resolution from time to time, provided that all directors consent to the meeting being held by teleconference and or other approved electronic means.
- 6.09 **First Meeting of New Board:** The board may, without notice, hold its first meeting for the purpose of organization, and for the election and appointment of officers, immediately following the meeting of the owners during which time the directors of the board were elected, provided that a quorum of directors is present.
- 6.10 **Disclosure by Directors of Interest in Contracts:** Every director (the "Interested Director") of the Corporation who has, directly or indirectly, any material interest in any material contract or transaction or proposed contract or proposed transaction (the "Contract" or "contract") to which the Corporation is or will be a party (other than one in which his/her interest is limited to remuneration as a director, officer or employee), shall declare his/her interest in such contract or transaction. This disclosure shall be made as follows:
- a) at the meeting of the directors of the Corporation where the Contract is first considered by such board;
 - b) if the Interested Director is not at such meeting, then he/she shall disclose such interest at the next meeting of the directors held after the director becomes interested in such Contract;
 - c) if the director becomes interested in such Contract on or after it is entered into by the Corporation, then the Interested Director shall disclose such interest at the first meeting of directors held after the Interested Director becomes so interested; or,

- d) if the Contract is one that in the ordinary course of the Corporation's business would not require the approval of the majority of the directors or owners, then the Interested Director shall disclose such interest in the Contract at the first meeting of the directors held after the Interested Director becomes aware that he/she is interested in the Contract,

and the board shall enter the disclosure made by the Interested Director under this section, in the minutes of the meeting of the board at which the disclosure was made.

- 6.11 The Interested Director shall disclose the nature and extent of such interest. If the Contract involves the purchase of real or personal property by the Corporation, that the seller acquired within the previous five (5) years before the date the Contract was entered into, then the Interested Director shall disclose the price that the said seller paid to acquire such property, provided that the Interested Director has, or can reasonably acquire, such knowledge.
- 6.12 The interested Director shall not be present during the discussion of the Contract at the directors meeting. In addition, the director shall not count towards the quorum for that portion of the meeting in which the Contract is considered or voted upon and the Interested Director shall not be permitted to vote with respect to any aspect of the Contract, unless the Interested Directors interest:
- is limited solely to insurance described in section 39 of the Act or the remuneration of director, officer or director of the Corporation; or
 - arises or would arise solely as a result of the Interested Director being a director, officer or employee of the declarant, and the Interested Director was appointed to the first board pursuant to section 42 of the Act.
- 6.13 A general notice in writing to the board by a director declaring that he is a director or officer of, or has a material interest in, any company or other entity that is a party to a contract or proposed contract with the Corporation, is a sufficient declaration of his/her interest in relation to any contract so made. If a director has made a declaration or disclosure of his/her interest, and has not voted in respect of the contract or transaction, then such director, if he/she was acting honestly and in good faith at the time the contract or transaction was entered into, is not by reason only of holding the office of director accountable to the Corporation or to any owners for any profit or gain realized from such contract or transaction, and such contract or transaction is not voidable by reason only of the director's interest therein.
- 6.14 Notwithstanding that an Interested Director does not comply with the provisions of this by-law, then such director, if he/she were acting honestly and in good faith at the time the contract or transaction was entered into, is not by reason only of holding the office of director accountable to the Corporation or to any owners for any profit or gain realized from such contract or transaction, provided that he/she complies with and satisfies the provisions of section 40(8) of the Act.
- 6.15 **Standard of Care:** Every director and officer shall exercise the powers and discharge the duties of his/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 **Protection of Directors and Officers:** No director or officer shall be liable for the acts, neglect or default of any other director or officer, or for any loss or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired by resolution or order of the board for or on behalf of the Corporation, or for the insufficiency or deficiency of any security in, or upon which, any of the monies of the Corporation shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any of the monies, securities or effects of the Corporation shall be deposited, or for any loss occasioned by an error of judgement or oversight on his/her part, or for any other loss, damage or misfortune which might happen in the execution of the duties of his/her office or in relation thereto, unless the same shall happen through or in connection with his/her own dishonest or fraudulent act or acts.
- 6.17 **Indemnity of Directors and Officers:** Every director and officer of the Corporation and their respective heirs, executors, administrators, successors, estate trustees and personal representatives shall at all times be indemnified and saved harmless by the Corporation from and against:
- all costs, expenses, charges, damages and liabilities which any director or officer suffers, sustains or incurs in respect of any action, suit or proceeding that is brought, commenced or prosecuted against him/her for or in respect of anything done or permitted to be done, or omitted to be done by him/her in connection with the execution of the duties of his/her office (hereinafter collectively referred to as the "Liabilities"); and,
 - all other costs, charges and expenses which such director or officer properly sustains or incurs in relation to the affairs of the Corporation;

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unless the Act or the by-laws of the Corporation otherwise provide. The Corporation shall purchase and maintain insurance for the benefit of every director and officer of the Corporation in order to indemnify them against the Liabilities if same were incurred by any director or officer in the performance of his/her duties.

ARTICLE VII OFFICERS

- 7.01 **Elected Officers:** At the first meeting of the board, and after each election of directors, the board shall elect from among its members a President. In default of such election, the then incumbent, if a member of the board, shall hold office until his/her successor is elected. A vacancy occurring from time to time in such office may be filled by the board from among its members.
- 7.02 **Appointed Officers:** From time to time the board shall appoint a Secretary, and may appoint one or more Vice-Presidents, a General Manager, a Treasurer and such other officers as the board may determine, including one or more assistants to any of the officers so appointed. The officer so appointed may, but need not be, a member of the board. One person may hold more than one office, and if the same person holds both the office of the Secretary and the office of Treasurer, he/she may be known as the Secretary-Treasurer.
- 7.03 **Term of Office:** Subject to the provisions of any written agreement to the contrary, the board may by resolution remove at its pleasure any officer of the Corporation.
- 7.04 **President:** The President shall, when present, preside at all meetings of the owners and of the board, and shall be entitled, with the approval of the majority of the board present at the meeting of owners, appoint a Chairperson for the meeting. The Chairperson so appointed need not be a director or an owner. The President shall be charged with the general supervision of the business affairs of the Corporation. Except when the board has appointed a General Manager or Managing Director, the President shall also have the powers and be charged with the duties of that office.
- 7.05 **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), save that no Vice-President shall preside at a meeting at the board or at a meeting of owners who is not qualified to attend such meeting as a director or owner, as the case may be. If a Vice-President exercises any such duty or power, the absence of the President shall be presumed with reference thereto. A Vice-President shall also perform such duties and exercise such powers as the board may prescribe from time to time.
- 7.06 **General Manager:** The General Manager, if one be appointed, shall be responsible for the general management, subject to the authority of the board and the supervision of the President, of the Corporation's business 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.
- 7.07 **Secretary:** The Secretary shall give or cause to be given all notices required to be given to the owners, directors, auditors, mortgagees and all others entitled thereto. He/she shall attend all meetings of the directors and of the owners and shall enter or cause to be entered in books kept for that purpose, minutes of all proceedings at such meetings. He/she shall be the custodian of all books, papers, records, documents and other instruments belonging to the Corporation and he/she shall perform such other duties as may from time to time be prescribed by the board.
- 7.08 **Treasurer:** The Treasurer shall keep or cause to be kept full and accurate books of account in which shall be recorded all receipts and disbursements of the Corporation and, under the direction of the board, he/she shall control the deposit of the money, the safekeeping of securities and the disbursement of funds of the Corporation. He/she shall render to the board at any meeting thereof, or whenever required of him/her, an account of all his/her transactions as Treasurer and of the financial position of the Corporation, and he/she 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.
- 7.09 **Committees:**
- a) In order to assist the board in managing the affairs of the Corporation, the board may from time to time constitute such advisory committees, in accordance with the Act, to advise and make recommendations to the board in connection with the activities, management, budgets, house rules, or any other matters related to the common elements and (if applicable) the shared facilities.

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- b) The members of such committees shall be appointed by the board to hold office and may be removed at any time by resolution of the board. The board shall in each case appoint a chairperson of the committee whose function, in part, shall be to seek and obtain interested owners to serve on the committee.
- c) All owners shall be eligible and encouraged to serve on any committee established by the board.

7.10 **Other Officers:** The duties of all other officers of the Corporation shall be such as the terms of their engagement call for, or as the board may require of them. Any of the powers and duties of an officer to whom an assistant has been appointed may be exercised and performed by such assistant unless the board otherwise directs.

7.11 **Agents and Attorneys:** The board shall have the power to appoint, from time to time, agents or attorneys of the Corporation who shall have such powers of management or otherwise (including the power to sub-delegate) as the board may think fit in its sole discretion.

7.12 **Substitute Chairperson:** In the absence of the President and Vice-President from a meeting of the Board of Directors, a quorum of directors may appoint a chairperson to act for the duration of that meeting only.

ARTICLE VIII

BANKING ARRANGEMENTS AND CONTRACTS

8.01 **Banking 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 authorize from time to time by resolution, and all such banking business, or any part thereof, shall be transacted on the Corporation's behalf by any one or more officers, or other persons, as the board may designate or authorize from time to time by resolution, and to the extent therein provided, including, without restricting the generality of the foregoing, the operation of the Corporation's accounts, the making, signing, drawing, accepting, endorsing, negotiating, lodging, depositing or transferring of any cheques, promissory notes, drafts, acceptances, bills of exchange and orders relating to any property of the Corporation; the execution of any agreement relating to any such banking business, and the defining of the rights and powers of the parties thereto; and the authorizing of any officer of such bank or trust company to do any act or thing on the Corporation's behalf to facilitate such banking business.

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

8.03 **Execution of the Status Certificate:** Certificates provided pursuant to section 76 of the Act may be signed by any officer or any director of the Corporation, with or without the seal of the Corporation affixed thereto, provided that the board may, by resolution, direct the manner in which, and the person(s) by whom, such certificates may or shall be signed.

ARTICLE IX

FINANCIAL YEAR-END

9.01 Unless otherwise determined by resolution of the board, the financial year of the Corporation shall end on the 30th day of November in each year.

ARTICLE X

NOTICE

10.01 **Method of Giving Notices:** Except as otherwise specifically provided in the Act, the declaration, 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 or served, shall be sufficiently given or served if given in accordance with the following:

- a) **to an owner,** by giving same to him/her, or to any director or officer of the owner, notice in writing in accordance with the terms and provisions of section 47(7) of the Act;

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- b) to a mortgagee, who has notified the Corporation of his/her interest in any unit, by giving same to him/her, or to any officer or director of such mortgagee, notice in writing in accordance with the terms and provisions of section 47(8) of the Act; and,
- c) to the Corporation, by giving same personally to any director or officer of the Corporation, or by ordinary mail, postage prepaid, or telefacsimile 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.

10.02 **Receipt of Notice:** If any notice is mailed as aforesaid, then same shall be deemed to have been received and to be effective on the second (2nd) day following the day on which it was mailed. If delivered personally, notice shall be deemed given the same day. Telefacsimile transmissions will be deemed to have been received on the date that same are transmitted, provided if same are sent after 5:00 p.m. on any business day or during week-ends or statutory holidays, then such notice will be effective on the next business day, with a telefacsimile transmission confirmation being proper evidence of the date and time of transmission.

10.03 **Omissions and Errors:** Except as provided in the Act, the accidental omission to give any notice to anyone entitled thereto, or the non-receipt of such notice, or any error in any notice not affecting the substance thereof, shall not invalidate any action taken at any meeting of owners or directors held pursuant to such notice or otherwise founded thereon.

ARTICLE XI **ASSESSMENT AND COLLECTION OF COMMON EXPENSES**

11.01 **Duties of the Board Re Common Expenses:** The common expenses, as provided for in the Act, and in the declaration, shall be assessed by the board and levied against the owners in the proportions in which they are required to contribute thereto. The board shall, from time to time, and at least once annually, prepare the budget for the property and determine, by estimate, the amount of common expenses for the next ensuing fiscal year or remainder of the current fiscal year, as the case may be.

11.02 **Notice of Common Expenses to Owners:** The board shall advise each owner promptly in writing of the total amount of common expenses payable by each owner respectively, and shall give copies of all budgets on which such common expenses are based to all owners and mortgagees entered on the Register, in accordance with the provisions of the by-laws of the Corporation.

11.03 **Owner's Obligations:** Each owner shall pay to the Corporation the amount of common expenses assessed against such owner in equal monthly payments on the first day of each and every month for the 12-month period or other period of time to which such assessment is applicable, until such time as a new assessment is given to such owner. If the board so directs, each owner shall forward to the Corporation forthwith a series of post-dated cheques and/or a pre-authorized chequing form covering the monthly common expenses payable during the period to which such assessment relates.

11.04 **Extraordinary Expenditures:** Extraordinary expenditures not contemplated in the foregoing budget for which the board shall not have sufficient funds, and funds required to establish reserves for contingencies and deficits, may be assessed at any time during the year in addition to the annual assessment, by the board serving notice(s) of such further assessment(s), on all owners. The notice shall include a written statement setting out the reasons for the extraordinary assessment and shall be payable by each owner within ten (10) days from the date of the receipt of such notice, or within such further period of time and in such instalments as the board may otherwise determine.

11.05 **Default in Payment of Assessment:** Arrears of payments required to be made under the provisions of this Article XI shall bear interest at the rate of eighteen (18%) percent per annum, calculated and compounded monthly, not in advance, until paid, and shall be deemed to constitute a reasonable charge incurred by the Corporation in collecting the unpaid amounts within the meaning of the Act. Cheques submitted by an owner that are not honoured by the bank or financial institution upon which they are drawn, shall be subject to an administration charge of twenty five dollars (\$25.00), or such other amount as may be determined by the board, by resolution, in its full and unfettered discretion.

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

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ARTICLE XII
DEFAULT

- 12.01 **Registration of Lien:** Where a unit owner fails to pay common expenses the board shall, without exception, cause a lien to be registered by the Corporation's solicitor in accordance with the Act, to ensure that all arrears of common expenses are fully protected by said lien.

ARTICLE XIII
RULES GOVERNING THE USE OF UNITS AND COMMON ELEMENTS

- 13.01 The board may make rules respecting the use of the common elements and units, in order to promote the safety, security and welfare of the owners and of the property, or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and of other units. Any rules made by the board shall be effective thirty (30) days after notice thereof has been given to each owner, unless the board is in receipt of a written requisition requiring a meeting of the owners to consider the rules. If such meeting of owners is required, then the rules shall become effective only upon approval at such meeting.

ARTICLE XIV
INDEMNITY

- 14.01 Each owner shall indemnify and save the Corporation harmless from any loss, cost, damage, injury or liability ("losses"), in respect of the owner's unit, common elements or any other unit, which the Corporation may suffer or incur:
- a) which is not otherwise recoverable from insurance coverage; and,
 - b) which results from or is caused by any act or omission of:
 - (i) such owner; or,
 - (ii) any resident, tenant, employee, agent, invitee or licensee of such owner's unit.
- 14.02 Without limiting the generality of the foregoing, the types of losses contemplated by this article to be indemnified include:
- a) any and all legal costs incurred by the Corporation including:
 - (i) by reason of a breach of the declaration, by-laws and/or rules of the Corporation in force from time to time;
 - (ii) any excess of legal costs incurred by the Corporation over and above costs awarded by a court;
 - (iii) the cost of any legal advice given to the Corporation;
 - (iv) the cost of any letters written by the Corporation and/or the Corporation's solicitor as a result of any such acts or omissions; and/or,
 - (v) any excess of legal costs incurred by the Corporation over and above costs awarded by a court in respect of any proceedings or other steps taken, resulting from an owners default in payment of the common expense contribution in respect of a unit;
 - b) increased insurance premiums;
 - c) cleaning charges; and/or,
 - d) repair charges including any repairs to the owner's unit, any other owner's unit or the common elements.
- 14.03 All costs so indemnified pursuant to this article shall be deemed to be additional contributions toward the Common Expenses payable by such owner, and are recoverable as such.

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ARTICLE XV
OBJECTING TO ASSESSMENTS
Section 56 of the Act

- 15.01 **Objecting to Assessments:** The Corporation shall, by resolution and without the approval of owners, have the capacity and authority to make a complaint under section 40 of the *Assessment Act* and any amendments thereto, on behalf of any owner provided that the Corporation provides the owner(s) with notice of same prior thereto.
- 15.02 **No Liability:** The Corporation shall not be liable for an alteration in the assessment of a unit or for any other matter relating to the complaint, except for the costs of the complaint.
- 15.03 **Costs of the Complaint:** The costs incurred by the Corporation as a result of forenoted complaints shall be treated, for the purpose of this by-law, as a common expense of the Corporation.
- 15.04 **Owner's Right to have the Complaint Withdrawn:** Prior to the hearing of the complaint the owner may have the complaint, made on behalf of the owner by the Corporation, withdrawn upon providing written notice of same to:
- a) the Corporation; and,
 - b) the Assessment Review Board.

ARTICLE XVI
MISCELLANEOUS

- 16.01 **Invalidity:** The invalidity of any part or parts of this by-law shall not impair or affect in any manner the validity and enforceability of the balance thereof.
- 16.02 **Gender:** The use of the masculine gender in this by-law shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include plural wherever the context so requires.
- 16.03 **Waiver:** No restriction, condition, obligation or provision contained in this by-law shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may or may have occurred.
- 16.04 **Headings:** The headings in the body of this by-law form no part hereof but shall be deemed to be inserted for convenience of reference only.
- 16.05 **Statutory References:** Any references to a section or sections of the Act in this by-law (or in any by-laws or rules hereafter enacted by the Corporation) shall be read and construed as a reference to the identical or similarly appropriate section or sections (as the case may be) of any successor legislation to the Act.
- 16.06 **Severability:** Each of the provisions of this by-law shall be deemed to be independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity or enforceability of the remainder of the provisions of this by-law.

The foregoing by-law is hereby enacted as By-law No. 8 of Metropolitan Toronto Condominium Corporation No. 1170, said by-law having been passed by the board of directors on the 28 day of May, 2003, and duly approved by the owners of a majority of the units of the Corporation voting in favour of confirming it on the 19 day of May, 2004, without variation, pursuant to the provisions of the *Condominium Act*, 1998, S.O.

DATED this 7th day of June, 2004.

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 1170

Per: E. V. Bricknell
 Name: E. V. Bricknell
 Title: President
 I have the authority to bind the Corporation.

Per: JASON HUM
 Name: JASON HUM
 Title: Secretary
 I have the authority to bind the Corporation.

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SCHEDULE

Form 11
Condominium Act, 1998

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

Metropolitan Toronto Condominium Corporation No. 1170 (known as the "**Corporation**") certifies that:

1. The copy of By-law Number 9, attached as Schedule A, is a true copy of the By-law.
2. The By-law was made in accordance with the *Condominium Act, 1998*.
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

Dated this 7th day of June, 2004.

Metropolitan Toronto Condominium Corporation No. 1170

By: E K Bricknell

Name: E K Bricknell

Title: President

I have authority to bind the Corporation.

By: [Signature]

Name: JASON HUN

Title: Secretary

I have authority to bind the Corporation.

SCHEDULE "A"

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 1170

BY-LAW NO. 9

MEDIATION / ARBITRATION PROCEDURE BY-LAW

RECITALS

WHEREAS the board of directors may, by resolution, make, amend or repeal by-laws, not contrary to the *Condominium Act, 1998 ("Act")* or to the declaration, among other things,

- (a) to govern the management of the property;
- (b) to govern the use and management of the assets of the corporation;
- (c) to specify duties of the corporation in addition to the duties set out in the *Act* and the declaration;
- (d) to establish the procedure with respect to the mediation of disputes or disagreements between the corporation and the owners for the purpose of section 125 or section 132 of the *Act*; and,
- (e) to govern the conduct generally of the affairs of the corporation.

AND WHEREAS, in furtherance of the above-noted powers and on the advice of counsel, the board of directors of the condominium corporation is of the view that it would be prudent for the condominium corporation to pass the following by-law establishing a procedure for the mediation of disputes or disagreements between the corporation and the owners for the purpose of section 125 or section 132 of the *Act*;

AND WHEREAS there is no existing arbitration agreement between the condominium corporation and its unit owners which sets out a procedure for arbitrations, in furtherance of the above-noted powers, and on the advice of counsel, the board of directors of the condominium corporation is of the view that it would be prudent for the condominium corporation to pass the following by-law which also establishes a procedure for the arbitration of disputes or disagreements between the corporation and the owners for the purpose of section 125 or section 132 of the *Act*.

THEREFORE, BE IT ENACTED AS A BY-LAW OF METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 1170, (hereinafter referred to as "Corporation") as follows:

The Mediation of Disagreements Between the Corporation and the Owners

1. This by-law applies only in respect of the mediation of disputes or disagreements between the Corporation and one or more unit owners which are required by section 125 or section 132 of the *Act* to be submitted to mediation, and for greater certainty does not apply to a mediation in respect of:
 - i) an agreement between the declarant and the Corporation;
 - ii) an agreement between two or more corporations;
 - iii) an agreement between the Corporation and a person for the management of the property; or,
 - iv) a disagreement between the declarant and the board of directors with respect to the budget statement described in subsection 72 (6) of the *Act* or, the obligations of the declarant under section 75 of the *Act* (i.e. the accountability to the Corporation by the declarant for the budget statement that covers the one-year period immediately following the registration of the declaration and description).
2. Where a disagreement arises between the Corporation and one or more unit owners which is required by section 125 or section 132 of the *Act* to be submitted to mediation, either party (the "Initiating Party") may serve the other party (the "Other Party") with a document

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entitled "Notice of Mediation" which may be in the form attached hereto as Schedule "A" and which shall set out:

- i) a statement, no longer than two 8.5" x 11" pages in length, setting out:
 - i) a brief description of the disagreement; and,
 - ii) why the Initiating Party requests the mediation (the "Issue Statement");
- ii) the Initiating Party's choice of mediator, shall be made from a list ("The List of Mediators") of at least five mediators which the Corporation shall maintain at all times. In addition to the names of at least five mediators, The List of Mediators shall also include information as to how to contact such person including telephone numbers and e-mail addresses if available;
- iii) subject to paragraph 7 below, three proposed dates for the mediation within the next following 30 days; and,
- iv) the advice to the Other Party that the Other Party may choose any one of the three proposed dates within five days from the date of the Notice of Mediation, failing which the first date shall apply.

3. The mediators listed on The List of Mediators:

- i) shall be at least 18 years of age;
- ii) shall not be related to any then present member of the board of directors;
- iii) shall not be an owner or tenant of a unit within the Corporation;
- iv) shall have the requisite training and/or qualifications, as determined by the board of directors; and,
- v) may be replaced at any time by the board of directors in its sole and absolute discretion.

4. The mediator's function shall be to confer with the parties and endeavour to obtain a settlement with respect to the disagreement submitted to mediation.

5. Prior to sending the Notice of Mediation, the Initiating Party must clear the availability of the chosen mediator for each of the three proposed dates in the Notice of Mediation.

6. If none of the mediators on the List of Mediators is available within that 30 day period, then the Initiating Party may choose any person, who satisfies the requirements of paragraph three above, to act as mediator.

Time Limits for the Hearing of the Mediation

7. The mediation shall be held within 30 days of the date of the service of the Notice of Mediation, but in emergency cases, where safety or other issues which threaten the safety of persons or property are involved, the mediation may be at the earliest possible moment in which case the time period for a response from the Other Party contemplated in paragraphs 2(iv) above and 9 below may be shortened to 48 hours. Whether a matter threatens the safety of persons or property, shall be a decision that will be determined solely by the Corporation or any of its agents.

Documents and Discovery

8. There shall be no discovery process except that along with the Notice of Mediation, the Initiating Party shall submit the Issue Statement. If the Initiating Party intends to rely on any documents, then a summary of each such document, identifying each document, its author, its date of creation, and a brief summary of its contents, shall accompany the Notice of Mediation and the Initiating Party's Issue Statement.

9. The Other Party shall submit a statement responding to the Issue Statement (the "Response Statement") which shall be no longer than two pages in length and must be submitted within ten days from the date of the Notice of Mediation. If the Other Party intends to rely on any documents, then a summary of each such document, identifying each document, its author, its date of creation, and a brief summary of its contents shall accompany the Response Statement.

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The Mediator's Fees

10. The mediator's fees for assisting the parties with the mediation of the disagreement shall be borne equally between the parties, unless a settlement agreement between the parties, or the mediator specifies otherwise.
11. Each of the Initiating party and the Other Party shall pay to the Corporation to hold in trust, an initial deposit of \$350.00 each (or such other greater amount required by the mediator) (the "**Deposit Funds**"), which must be paid to the Corporation no later than the date and time that the party serves its Issue Statement or Response Statement as the case may be. The Deposit Funds shall be held by the Corporation in trust and are to be applied against the mediator's fees in accordance with paragraph 10 above. The Deposit Funds must be provided in the form of a certified cheque, bank draft, or money order only and must be made payable to Metropolitan Toronto Condominium Corporation No. 1170, in trust. No other means of deposit shall be accepted by the Corporation.
12. The Corporation shall be primarily responsible for paying the mediator's account, and shall seek reimbursement from the other party should the Deposit Funds prove to be insufficient. The other party or parties, regardless of whether an owner or a tenant, shall reimburse the Corporation within seven days of a written request for reimbursement, failing which, the default in payment shall be deemed to be an award of costs pursuant to section 134(5) of the Act.
13. Subject to paragraph 14 below, the remainder of the Deposit Funds (if any), following payment of the mediator's fees and expenses in accordance with paragraph 10 above, shall be reimbursed to the respective parties by the Corporation within a reasonable time thereafter.
14. Should the matter remain unresolved and proceed to arbitration, then the excess Deposit Funds (if any) shall be retained by the Corporation until the final resolution of the matter and said funds may be used to pay the arbitrator's fees in accordance with paragraph 27 of this by-law.

The Mediation

15. The mediation shall be for no longer than one-half a day (approximately three hours) unless the parties agree to such longer time.
16. If the mediator determines that a mediated settlement between the disputing parties is not available, he/she may set out any disagreement or statement of issues between the parties which shall be considered by the arbitrator.

Arbitration Procedure

17. The provisions of this by-law relating to the arbitration of disputes or disagreements between the Corporation and one or more unit owners which are required to be submitted to arbitration shall be deemed to be, for the purposes of the *Arbitration Act*, 1991, an arbitration agreement between such parties.
18. The disputes and disagreements referred to above which are not resolved by mediation shall proceed to arbitration on the earlier of:
 - i) 60 days following the date upon which the Initiating Party serves Notice of Mediation, if the parties have not selected a mediator within that time period; or,
 - ii) 30 days following the delivery of notice from the mediator indicating that the mediation has failed.

Notice of Arbitration

19. Where a dispute or disagreement between the Corporation and one or more unit owners is required to be submitted to arbitration, either party (the "**Initiating Party**") may serve the other party (the "**Other Party**") with a document entitled "Notice of Arbitration" which may be in the form attached hereto as Schedule "B" and which shall set out:
 - i) a brief statement as to the dispute or disagreement and why the Initiating Party requests the arbitration;
 - ii) the Initiating Party's choice of arbitrator which shall be made from a list (The List of Arbitrators) of at least five arbitrators which the Corporation shall maintain at all times; and,

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- iii) three proposed dates for the arbitration within the next following thirty (30) days and advice to the Other Party that the Other Party may choose any one of those dates within five days from the date of the Notice of Arbitration, failing which the first date shall apply.
- 20. Prior to sending the Notice of Arbitration, the Initiating Party must clear the availability of the arbitrator for each of the three proposed dates in the Notice of Arbitration.
- 21. If none of the arbitrators on the Corporation's list is available within that 30 day period, then the Initiating Party may choose any person to act as arbitrator whose training or qualifications make such person reasonably suitable to fairly arbitrate the disagreement or dispute.
- 22. Subject to any statement by the mediator as to the dispute or disagreement, or as to the issues, the Issue Statement and Response Statement submitted by the parties in the mediation shall form the basis of the arbitration issues. Copies of the Issue Statement and Response Statement shall be attached to and form part of the Notice of Arbitration.
- 23. If either an Issue Statement or a Response Statement, or both, were not submitted in the mediation, then:
 - i) the Initiating Party shall serve the Other Party with an Issue Statement in respect of the arbitration; and,
 - ii) the Other Party shall serve a Response Statement within ten days thereafter.
- 24. The arbitration hearing must be held within 30 days after the service of the Notice of Arbitration.
- 25. The Initiating Party shall be responsible for arranging a court reporter for the arbitration, but the costs thereof shall be dealt with as a cost of the arbitration.
- 26. Any documents which are intended to be relied upon by a party must be given to the other party within ten days after the service of the Notice of Arbitration. No new documents may be introduced in the arbitration which were not introduced in the mediation, if applicable, save and except for:
 - i) documents which the arbitrator determines could not be or were not reasonably available as of the date of mediation; and/or,
 - ii) such documents as the arbitrator determines in his/her sole discretion are required for the proper determination of the dispute.
- 27. The arbitrator's fees for assisting the parties with the disagreement, and other associated costs, such as but not limited to court reporter's fees, shall be split equally between the parties, unless otherwise agreed as between the parties or ordered by the arbitrator, but the Corporation shall be primarily responsible for paying the arbitrator's account. The other party or parties, regardless of whether an owner or a tenant, shall reimburse the Corporation within seven days of a written request for reimbursement, failing which, the default in payment shall be deemed to be an award of costs pursuant to section 134(5) of the Act.
- 28. Within ten days after the service of the Notice of Arbitration, if a party intends or requests evidence be called on a certain point because of a factual disagreement, then that party shall notify the other party.
- 29. Parties shall exchange witness lists, together with a short statement containing the summary of each witnesses' evidence, no later than 5:00 p.m. one calendar week prior to the hearing of the arbitration.
- 30. At the arbitration hearing, any fact in dispute in the Issue Statement and/or Response Statement shall be determined by the arbitrator pursuant to *viva-voce* (oral testimony) and/or documentary evidence.
- 31. The arbitrator may determine any matters of procedure for the arbitration not specified herein.
- 32. Subject to the provisions of the *Arbitration Act, 1991*, this arbitration shall be binding on the parties.

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33. In all other respects, the *Arbitration Act, 1991*, and any amendments thereto applies.
34. The arbitrator shall, after hearing any evidence and representations that the parties may submit, make his/her decision and reduce same to writing as quickly and as expeditiously as possible but in any event, no later than 30 days after the completion of the hearing, and deliver one copy thereof to each of the parties.

Severability

35. Each of the provisions of this by-law shall be deemed to be independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity or enforceability of the remainder of this by-law.

Gender

36. 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.

Waiver

37. 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.

Headings

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

Statutory References

39. Any references to a section or sections of the *Act* in this by-law (or in any by-laws or rules hereafter enacted by the Corporation) shall be read and construed as a reference to the identical or similarly appropriate section or sections (as the case may be) of any successor legislation to the *Act*.

The foregoing by-law is hereby enacted as By-law No. 9 of Metropolitan Toronto Condominium Corporation No. 1170, said by-law having been passed by the board of directors on the 28 day of May, 2003, and duly approved by the owners of a majority of the units of the Corporation voting in favour of confirming it on the 19 day of May, 2004, without variation, pursuant to the provisions of the *Condominium Act, 1998, S.O.*

DATED this 7th day of June, 2004.

**METROPOLITAN TORONTO CONDOMINIUM
CORPORATION NO. 1170**

E K Bricknell
Name: E K Bricknell
Title: President
I have authority to bind the Corporation.

Jason Hum
Name: Jason Hum
Title: Secretary
I have authority to bind the Corporation.

SCHEDULE "A"

NOTICE OF MEDIATION

DATE:

TO:

FROM:

RE:

1. Mediator: _____

2. **Please check which of the following is applicable by placing an "X":**() **Proposed Dates & Time for Mediation:**

i) _____

ii) _____

iii) _____

You have five days from the date of the Notice of Mediation to select one of the above noted dates, failing which the first date shall apply.

() **As this is an emergency situation, as determined by the Corporation or any of its agents in its sole discretion, the mediation shall take place on:**

i) _____

3. Location of Mediation: _____

4. Issue Statement.

(The Issue Statement is to be attached hereto and labeled as Schedule "A")

5. Documents:

(If you are relying on any documents then a summary of each must be set out below or on an attached Schedule. Each summary must include the date of the document's creation, its author and a brief summary of its contents)

DOCUMENTS		
DATE	AUTHOR	BRIEF SUMMARY OF CONTENTS

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SCHEDULE "B"

NOTICE OF ARBITRATION

DATE:

TO:

FROM:

RE:

-
1. This matter is proceeding to arbitration because: *(Place an "X" in the appropriate response)*
- () 60 days have passed from the date of the Notice of Mediation, a copy of which is attached hereto, and the parties have not selected a mediator; or,
- () 30 days have passed from the delivery of mediator's notice indicating that the mediation has failed. A copy of the mediator's notice is attached hereto.

2. Arbitrator: _____

3. Proposed Dates & Time for Arbitration:

- i) _____
- ii) _____
- iii) _____

You have five days from the date of the Notice of Arbitration to select one of the above noted dates, failing which the first date shall apply.

4. Location of Arbitration: _____

5. Copies of the Issue Statement and Response Statement (if any) are attached hereto and form part of the Notice of Arbitration.

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SCHEDULE

Form 11
Condominium Act, 1998

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

Metropolitan Toronto Condominium Corporation No. 1170 (known as the "Corporation") certifies that:

1. The copy of By-law Number 10, attached as Schedule A, is a true copy of the By-law.
2. The By-law was made in accordance with the *Condominium Act*, 1998.
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

Dated this 7th day of June, 2004.

Metropolitan Toronto Condominium Corporation No. 1170

By: E. K. Brinknell
Name: E. K. Brinknell
Title: President
I have authority to bind the Corporation.

By: JASON HUM
Name: JASON HUM
Title: Secretary
I have authority to bind the Corporation.

SCHEDULE "A"

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 1170

BY-LAW NO. 10

BY-LAW RESPECTING INSURANCE DEDUCTIBLES - SECTION 105 OF THE
CONDOMINIUM ACT, 1998, S.O.

WHEREAS the board of directors may by by-law extend the circumstances in which unit owners would be held responsible for the deductible applicable to the repair of their respective unit or units, and of the common elements and other units, following damage;

Be it enacted as a by-law of Metropolitan Toronto Condominium Corporation No. 1170, (hereinafter referred to as "**Corporation**") as follows:

1. **Indemnification for Insurance Deductible:** Each owner shall indemnify and save the Corporation harmless from the amount which is the lesser of:

- i. any deductible payable by the Corporation pursuant to any policy of insurance held by the Corporation, that is applicable to the repair of damage to each owner's respective unit or units; or,
- ii. the actual costs attributable to the repair of each owner's unit or units,

regardless of fault, so long as the damage is not as a result of an act or omission on part of the Corporation, its directors, officers or agents.

2. **Indemnification for Insurance Deductible - Damage from a Unit to other Units and/or Common Elements:** Where damage occurs to a unit or units or to the common elements and the origin of the damage is from a unit or any part of the unit as that term is defined by the Corporation's declaration (herein after referred to as the "**X-Unit**"), the owner of the X-Unit shall indemnify and save the Corporation harmless from the amount which is the lesser of:

- i. any deductible payable by the Corporation pursuant to any policy of insurance held by the Corporation, that is applicable to the repair of damage of the common elements or of any other unit or units including the X-Unit; or,
- ii. the actual costs attributable to the repair of the common elements or of any unit or units,

regardless of fault, so long as the damage is not as a result of an act or omission on part of the Corporation, its directors, officers or agents.

3. The owner of an X-Unit shall be responsible for any payment to the Corporation under this by-law regardless of whether the owner's guests, the owner's lessee, the lessee's guests, or visitors of the owner or lessee, were in the unit or common elements without the permission of the owner.

4. Where damage originates from an X-Unit, the Corporation will look principally to the owner of the X-Unit for any amount payable under this by-law or the *Condominium Act, 1998* (the "**Act**"). However, nothing shall prevent the Corporation from collecting any amount payable under this by-law from a unit owner that suffers damage originating from the common elements, an X-Unit, or any other unit, so long as the damage is not as a result of an act or omission on part of the Corporation, its directors, officers or agents.

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5. **Indemnification for Insurance Deductible - Damage to Common Elements:** Where a unit owner or, the owner's lessee, or the guest, visitor, contractor, licensee or agent of the owner or lessee as the case may be, causes damage to the common elements, the unit owner shall indemnify and save the Corporation harmless from the amount which is the lesser of:
- any deductible payable by the Corporation pursuant to any policy of insurance held by the Corporation, that is applicable to the repair of damage of the common elements; or,
 - the actual costs attributable to the repair of the common elements.
6. **Payments Owed to the Corporation Deemed to be Common Expenses:** Any payment which is required to be made pursuant to this by-law by any unit owner or owners shall be and is hereby deemed to be common expenses attributable to the said unit owners' unit and shall be recoverable as such.
7. **The Quantum of the Deductible:** The deductible for each insurance policy of the Corporation shall be deemed to be reasonable unless otherwise determined by a court or arbitrator of competent jurisdiction.
8. **Severability:** Each of the provisions of this by-law shall be deemed to be independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity or enforceability of the remainder of the provisions of this by-law.
9. **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.
10. **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 or may have occurred.
11. **Headings:** The headings in the body of this by-law form no part hereof but shall be deemed to be inserted for convenience of reference only.
12. **Statutory References:** Any references to a section or sections of the Act in this by-law (or in any by-laws or rules hereafter enacted by the Corporation) shall be read and construed as a reference to the identical or similarly appropriate section or sections (as the case may be) of any successor legislation to the Act.

The foregoing By-law is hereby enacted as By-law No. 10 of Metropolitan Toronto Condominium Corporation No. 1170, said by-law having been passed by the board of directors on the 28 day of May, 2003 and duly approved by the owners of a majority of the units of the Corporation voting in favour of confirming it on the 19 day of May, 2004, without variation, pursuant to the provisions of the *Condominium Act*, 1998, S.O.

DATED this 7th day of June, 2004.

**METROPOLITAN TORONTO CONDOMINIUM
CORPORATION NO. 1170**

By: E K Brickwell

Name: E K Brickwell

Title: President

I have authority to bind the Corporation.

By: JASON HUM

Name: JASON HUM

Title: Secretary

I have authority to bind the Corporation.

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<p>D 5 8 4 8 5 2</p> <p>CERTIFICATE OF RECEIPT RECEPISSE METRO TORONTO (66) COMMUNITE URBAINE DE TORONTO (66)</p> <p>'97 12 18 14 42</p> <p><i>John D. Gifford</i> LAND REGISTRAR/REGISTRATEUR</p> <p>New Property Identifiers Additional: See Schedule <input type="checkbox"/></p> <p>Executions Additional: See Schedule <input type="checkbox"/></p> <p>This Document provides as follows: Schedule annexed hereto.</p> <p>Continued on Schedule <input checked="" type="checkbox"/></p>		(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/> (2) Page 1 of 4 pages	
		(3) Property Identifier(s) Block Property 12170 0001 to 12170 0574 inclusive Additional: See Schedule <input type="checkbox"/>	
		(4) Nature of Document BY-LAW No. 6 (Condominium Act, Section 28)	
		(5) Consideration nil Dollars \$	
(6) Description All Units and Common Elements comprising the property included in METROPOLITAN TORONTO CONDOMINIUM PLAN NO. 1170 City of Toronto Municipality of Metropolitan Toronto		(7) This Document Contains: (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>	
<p>(10) Party(ies) (Set out Status or Interest) Name(s) Signature(s) Date of Signature Y M D METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 1170 (Applicant) by its solicitors Per: <i>David M. Kutner</i> 1997 12 18 Minden, Gross, Grafstein & Greenstein</p>			
<p>(11) Address for Service 3625 Dufferin Street, Suite 500, Downsview, Ontario, M3K 1N4</p>			
<p>(12) Party(ies) (Set out Status or Interest) Name(s) Signature(s) Date of Signature Y M D</p>			
<p>(13) Address for Service</p>			
<p>(14) Municipal Address of Property Multiple</p>		<p>(15) Document Prepared by: David M. Kutner/EA MINDEN, GROSS, GRAFSTEIN & GREENSTEIN Barristers and Solicitors Suite 600, 111 Richmond Street West Toronto, Ontario M5H 2H5</p>	
FOR OFFICE USE ONLY		Fees and Tax	
		Registration Fee Total	

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<div>FOR OFFICE USE ONLY</div> <div>AT 510604</div> <div>CERTIFICATE OF RECEIPT RECEPISSE TORONTO (66)</div> <div>2004-06-09 16:43</div>	(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/>	(2) Page 1 of 11 pages												
	(3) Property Identifier(s) 12170-0001 to 12170-0574 inclusive Block Property Additional: See Schedule <input checked="" type="checkbox"/>													
	(4) Nature of Document By-law No. 7 (Under the Condominium Act, 1998)													
	(5) Consideration TWO Dollars \$ 2.00													
w Property Identifiers Additional: See Schedule <input type="checkbox"/>	(6) Description All Units and Common Elements comprising the property included in Metropolitan Toronto Condominium Plan No. 1170 City of Toronto Land Registry Office for the Land Titles Division of Toronto (No. 66)													
	(7) This Document Contains: (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>													
This Document provides as follows: See by-law attached														
Continued on Schedule <input checked="" type="checkbox"/>														
(9) This Document relates to instrument number(s)														
(10) Party(ies) (Set out Status or Interest) Name(s) Signature(s) Date of Signature Metropolitan Toronto Condominium Corporation No. 1170 Per: 2004 06 09 By solicitors, FINE & DEO Name: Mario D. Deo														
(11) Address for Service c/o Management Office, 7 King Street East, Toronto, Ontario, M5C 3C5														
(12) Party(ies) (Set out Status or Interest) Name(s) Signature(s) Date of Signature														
(13) Address for Service														
(14) Municipal Address of Property Multiple	(15) Document Prepared by: Fine & Deo 3100 Steeles Avenue West Suite 300 Vaughan, Ontario L4K 3R1	<div>FOR OFFICE USE ONLY</div> <table border="1"><thead><tr><th colspan="2">Fees and Tax</th></tr></thead><tbody><tr><td>Registration Fee</td><td></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td>Total</td><td></td></tr></tbody></table>	Fees and Tax		Registration Fee								Total	
Fees and Tax														
Registration Fee														
Total														

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AT 510605

CERTIFICATE OF RECEIPT
RÉCÉPISSE
TORONTO (66)

2004-06-09 16:43

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(1) Registry ☐ Land Titles ☒

(2) Page 1 of 23 pages

(3) Property Identifier(s) 12170-0001 to 12170-0574 inclusive

Block Property

Additional: See Schedule ☒

(4) Nature of Document

By-law No. 8

(Under the Condominium Act, 1998)

(5) Consideration

TWO Dollars \$ 2.00

(6) Description

All Units and Common Elements comprising the property included in Metropolitan Toronto Condominium Plan No. 1170

City of Toronto

Land Registry Office for the Land Titles Division of Toronto (No. 66)

(7) This Document Contains:

(a) Redescription New Easement Plan/Sketch ☐

(b) Schedule for: Description ☐ Additional Parties ☐ Other ☒

(8) This Document provides as follows:

By-law attached

Continued on Schedule ☒

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature

Metropolitan Toronto Condominium Corporation No. 1170

By its solicitors, FINE & DEO

Per: Mario D. Deo

2004 06 09

(11) Address for Service

c/o Management Office, 7 King Street East, Toronto, Ontario, M5C 3C5

(12) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature

(13) Address for Service

(14) Municipal Address of Property

Multiple

(15) Document Prepared by:

Fine & Deo

3100 Steeles Avenue West

Suite 300

Vaughan, Ontario

L4K 3R1

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Fees and Tax

Registration Fee

Total

Document prepared using The Conveyancer


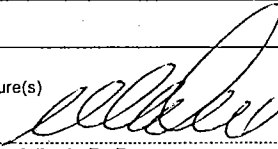
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<p>AT 510606</p> <p>CERTIFICATE OF RECEIPT RÉCÉPISSÉ TORONTO (66)</p> <p>2004-06-09 16:43</p> 		(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/>		(2) Page 1 of 17 pages	
		(3) Property Identifier(s) 12170-0001 to 12170-0574 inclusive		Additional: See Schedule <input checked="" type="checkbox"/>	
		(4) Nature of Document By-law No. 9 (Under the Condominium Act, 1998)			
		(5) Consideration TWO Dollars \$ 2.00			
(6) Description All Units and Common Elements comprising the property included in Metropolitan Toronto Condominium Plan No. 1170 City of Toronto Land Registry Office for the Land Titles Division of Toronto (No. 66)					
(7) This Document Contains:		(a) Redescription New Easement Plan/Sketch <input type="checkbox"/>		(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>	
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(10) Party(ies) (Set out Status or Interest)					
Name(s)		Signature(s)		Date of Signature Y M D	
Metropolitan Toronto Condominium Corporation No. 1170		Per: 		2004 06 09	
By: solicitors, FINE & DEO		Name: Mario D. Deo			
(11) Address for Service c/o Management Office, 7 King Street East, Toronto, Ontario, M5C 3C5					
(12) Party(ies) (Set out Status or Interest)					
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(13) Address for Service					
(14) Municipal Address of Property					
(15) Document Prepared by:					
Multiple		Fine & Deo 3100 Steeles Avenue West Suite 300 Vaughan, Ontario L4K 3R1		Fees and Tax	
				Registration Fee	
				Total	

FOR OFFICE USE ONLY

AT 1826817

CERTIFICATE OF RECEIPT
RÉCÉPISSÉ
TORONTO (66)

2008-07-07 15:18

(1) Registry ☐

Land Titles ☒

(2) Page 1 of 13 pages

(3) Property Identifier(s) 12170-0001 to 12170-0574 inclusive

Additional:
See
Schedule ☒

(4) Nature of Document

By-law No. 110
(Under the Condominium Act, 1998)

(5) Consideration

TWO Dollars \$ 2.00

(6) Description

All Units and Common Elements comprising the property included in
Metropolitan Toronto Condominium Plan No. 1170
City of Toronto
Land Registry Office for the Land Titles Division of Toronto (No. 66)

New Property Identifiers

Additional:
See
Schedule ☐

Executions

Additional:
See
Schedule ☐

(7) This
Document
Contains:

(a) Redescription
New Easement
Plan/Sketch ☐

(b) Schedule for:

Description ☐ Additional
Parties ☐ Other ☒

(8) This Document provides as follows:
See by-law and schedules attached.

Continued on Schedule ☒

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)
Name(s)

Signature(s)

Date of Signature
Y M D

Metropolitan Toronto Condominium Corporation No. 1170
By its solicitors, FINE & DEO

Per: 
Name: Mario D. Deo

2008 07 04

(11) Address
for Service

c/o Management Office, 7 King Street East, Toronto, Ontario, M5C 3C5

(12) Party(ies) (Set out Status or Interest)
Name(s)

Signature(s)

Date of Signature
Y M D

(13) Address
for Service

(14) Municipal Address of Property

(15) Document Prepared by:

Multiple

Fine & Deo
3100 Steeles Avenue West
Suite 300
Vaughan, Ontario
L4K 3R1

FOR OFFICE USE ONLY

Fees and Tax

Registration Fee

Total

METROPOLITAN TORONTO CONDOMINIUM PLAN NO. 1170

PIN LIST

UNIT	LEVEL	PROPERTY ID.
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2	1	12170-0002
3	1	12170-0003
4	1	12170-0004
5	1	12170-0005
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14	1	12170-0014

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54	C	12170-0574

Provided Only as a
Research Tool for MTCC 1170's Owners
Not Acceptable as Part of a
Status or Estoppel Certificate

SCHEDULE

Form 11
Condominium Act, 1998

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

Metropolitan Toronto Condominium Corporation No. 1170 (known as the "Corporation") certifies that:

1. The copy of By-law Number 11, attached as Schedule A, is a true copy of the By-law.
2. The By-law was made in accordance with the *Condominium Act, 1998*.
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

Dated this 27th day of June, 2008.

Metropolitan Toronto Condominium Corporation No. 1170

By: [Signature]
Name: Keith Bricknell
Title: President
I have authority to bind the Corporation.

By: [Signature]
Name: Jason Hum
Title: Secretary
I have authority to bind the Corporation.

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 1170

BY-LAW NO. 11

OCCUPANCY STANDARDS BY-LAW

WHEREAS the board of directors of the corporation has determined that it would be in the best interests of the corporation to control overcrowding of the residential units within the corporation, in order to ensure that: (i) the overall security of the building is maintained; and, (ii) the additional costs created by a greater number of individuals living within a unit(s), with respect to the maintaining and repairing of the corporation's common elements and increased utility costs forming part of the common expenses, is not unfairly borne by conforming unit owners;

AND WHEREAS the board of directors may by by-law establish the standards for the occupancy of units of the corporation for residential purposes, in accordance with section 57 of the *Condominium Act, 1998* (the "**Act**");

AND WHEREAS subsection 57(2) of the *Act* provides that standards for the occupancy of the residential units of the corporation shall be either the occupancy standards contained in a by-law passed by the council of the municipality in which the land of the corporation is situate, or standards that are not more restrictive than standards that are in accordance with the maximum occupancy for each unit based on the maximum occupancy for which the building in which the units are located was designed;

AND WHEREAS it is assumed for the purposes of this by-law that the building comprising the corporation was designed in accordance with the *Building Code Act, 1992*, S. O. 1992 c. 23 (the "**Code**") and any amendments thereto;

AND WHEREAS Section 3.1.16 of Regulation 403/97 of the *Code* provides that the occupant load of a floor area or part of a floor area of a building shall be 2 persons per sleeping room or sleeping area within a dwelling unit or suite;

AND WHEREAS the term "*occupant load*" is defined in the *Code* as meaning "*the number of persons for which a building or part thereof is designed for*", and it is assumed that the occupant load has been used in the initial design of the building(s) comprising the corporation to determine the size of corridors, fire escapes and other safety facilities;

Be it enacted as a by-law of Metropolitan Toronto Condominium Corporation No. 1170, (hereinafter referred to as "**Corporation**") as follows:

1.0 Definitions:

"reside" or "residing": A person will be deemed to be residing in the unit for the purposes of this by-law if they live within the unit for more than 90 days in any given year. The counting of days shall be on a cumulative basis and need not be consecutive for the purposes of this by-law.

"person" or "persons": The term person or persons shall include all individuals. This will include the elderly, adults and children, but shall not include a newborn child for a period of one year following its birth.

"residential unit(s)": Are those units as identified in Schedule "C" of the Corporation's declaration, registered as Instrument Number E131531, as amended by Instrument Number D584929.

2.0 **Occupancy Standard:** The number of persons permitted to reside within a residential unit, shall be based upon the "occupant load determination" prescribed by s.3.1.16.1(1)(b) of O.Reg. 403/97 of the *Code*, which prescribes two (2) persons per "sleeping room" or "sleeping area" in a dwelling unit or suite.

2.1 For the purposes of this by-law, a "sleeping room" or "sleeping area" shall include:

- a) all originally constructed "bedroom(s)", as shown on the architectural plans forming part of the Corporation's registered description. For the purposes of this by-law, all bachelor units located within the Corporation shall be considered to consist of one (1) bedroom; and,

- b) subject to section 2.2 hereof, any other area that the board of directors by resolution deems to be a "sleeping room" or "sleeping area", following a visual inspection of the subject unit ("**Additional Sleeping Area**").

If any area within a residential unit is designated as an Additional Sleeping Area by the board of directors, the Corporation or its agents shall have the right to inspect the unit at scheduled intervals, and upon giving reasonable notice, to confirm that the area designated as an Additional Sleeping Area is still being used as such. The board of directors acting reasonably may at any time, by resolution, remove the designation of an Additional Sleeping Area.

- 2.2 Notwithstanding the foregoing, a residential unit's foyer, corridors, closets, bathroom(s), kitchen, dining room, laundry room, storage room, and solarium, as originally constructed and as shown on the architectural plans forming part of the Corporation's registered description, shall not be considered a "sleeping room" or "sleeping area" for the purposes of this by-law.
- 2.3 Based upon sections 2.0, 2.1 and 2.2 hereof, the maximum number of persons permitted to reside within a residential unit (the "**Occupant Capacity**") shall be:
 - a) all one (1) bedroom units, two (2) persons;
 - b) all two (2) bedroom units, four (4) persons; and,
 - c) one (1) person for each Additional Sleeping Area.
- 2.4 If any unit owner or their respective tenant or guests contravene section 2.3 hereof, by exceeding their unit's Occupant Capacity, then the Corporation may, by written notice to the unit owner, request that the unit owner remove any persons in excess of their unit's Occupant Capacity from the unit within thirty (30) days.
- 2.5 Exemption: Notwithstanding sections 2.3 and 2.4 hereof, any residential unit which at the time this by-law becomes effective exceeds the unit's Occupant Capacity is exempt from section 2.4 so long as: (1) the excess individuals are currently residing within the subject unit and his/her or their names have been registered as residents of the unit with the Corporation; and, (2) written notice is provided by the unit owner to the Corporation, within two (2) weeks' time following the date upon which this by-law is registered, confirming that his/her unit is a non complying unit for the purposes of this by-law and confirming the names of the persons residing within the unit. If both requirements noted above are satisfied, then the subject unit will be exempt from sections 2.3 and 2.4 above, (the "**Non Complying Unit**"). The status of a Non Complying Unit shall be noted on any status certificates issued for that unit. If a Non Complying Unit is leased, the unit owner, in addition to the written notice, shall provide the Corporation with a copy of the lease or a summary of said lease in accordance with section 83 of the Act. This exemption does not apply to section 3.0 of this by-law.

This exemption shall cease to apply to a Non Complying Unit:

- (i) when all the excess individuals, as recorded by the Corporation, no longer reside within the Non Complying Unit. In this regard, if and when the excess individuals in a Non Complying Unit no longer reside within said unit, then said excess person(s) cannot be substituted or replaced with another person(s); or,
 - (ii) upon the sale, lease, renewal or termination of lease of the unit.
- 3.0 **Assessments:** If the number of persons residing in a residential unit exceeds that unit's Occupant Capacity, then for the period of time in which the Occupant Capacity for that unit is exceeded, the board of directors may by resolution levy an assessment against the unit owner of the subject unit (the "**Occupancy Assessment**"), which may be comprised of the following:
- (i) an assessment that reasonably reflects the increased cost of maintaining the common elements and repairing them after damage, as determined by the board of directors acting reasonably; and,
 - (ii) an assessment that reasonably reflects the increased cost of using the utilities that form part of the common expenses, as determined by the board of directors acting reasonably.

- 3.1 It shall be the obligation of the unit owner to provide the Corporation with sufficient evidence that the number of persons within the subject unit no longer exceeds that unit's Occupancy Capacity.
- 4.0 **Occupancy Assessments deemed to be common expenses:** In accordance with subsection 57(5) of the Act, any Occupancy Assessments which are levied pursuant to this by-law to any unit owner or owners shall be and is hereby deemed to be common expenses attributable to the said unit owner's unit and shall be recoverable as such.
- 5.0 **Request of Information:** The Corporation may, at any time, request that a unit owner inform the Corporation as to the number of persons residing in their unit and may also request a visual inspection of the unit. This request shall be made upon a notice form entitled "Occupancy Questionnaire", the form and content of which shall be determined by the board of directors from time to time. The unit owner is obligated to complete the form with all information requested and return it to the Corporation within 5 business days from the date the notice is served upon the unit owner. Unit owners shall indemnify the Corporation for any misleading or fraudulent information provided on their part.
- 6.0 **Severability:** Each of the provisions of this by-law shall be deemed to be independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity or enforceability of the remainder of this by-law.
- 7.0 **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.
- 8.0 **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.
- 9.0 **Headings:** The headings in the body of this by-law form no part hereof but shall be deemed to be inserted for convenience of reference only.
- 10.0 **Statutory References:** Any references to a section or sections of the Act in this by-law (or in any by-laws or rules hereafter enacted by the Corporation) shall be read and construed as a reference to the identical or similarly appropriate section or sections (as the case may be) of any successor legislation to the Act.

The foregoing by-law is hereby enacted as By-law No. 11 of Metropolitan Toronto Condominium Corporation No. 1170, said by-law having been passed by the board of directors on the 21st day of March, 2007, and duly approved by the owners of a majority of the units of the Corporation voting in favour of confirming it on the 21st day of May, 2008, without variation, pursuant to the provisions of the *Condominium Act, 1998, S.O.*

DATED this 31st day of June, 2008.

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 1170

By: [Signature]
Name: Keith Bricknell
Title: President
I have authority to bind the Corporation.

By: [Signature]
Name: Jason Hum
Title: Secretary
I have authority to bind the Corporation.

AT 5417226

CERTIFICATE OF RECEIPT
RÉCÉPISSÉ
TORONTO (66)

APR 29 2020 10:48

LAND REGISTRAR

[Signature]
[Signature]

New Property Identifiers

Additional:
See
Schedule ☐

Executions

Additional:
See
Schedule ☐

(1) Registry ☐

Land Titles ☒

(2) Page 1 of 12 pages

(3) Property
Identifier(s)

Block

Property

12170-0001 to 12170-0574 inclusive

Additional:
See
Schedule ☐

(4) Nature of Document

By-law No. 12

(Under the Condominium Act, 1998)

(5) Consideration

Dollars \$

(6) Description

All Units and Common Elements comprising the property included in
Metropolitan Toronto Condominium Plan No. 1170

City of Toronto

Land Registry Office for the Land Titles Division of Toronto (No. 66)

(7) This
Document
Contains:

(a) Redescription
New Easement
Plan/Sketch ☐

(b) Schedule for:

Description ☐

Additional
Parties ☐

Other ☒

(8) This Document provides as follows:
See by-law and schedules attached.

Continued on Schedule ☒

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)

Name(s)

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 1170

Signature(s)

Date of Signature

Y M D
2020 03 26

Per:

Name: EKBrikenell

Title: Board President

Per:

Name: James Lou 1117

Title: SECRETARY

2020 03 26

(11) Address
for Service

c/o ICC Property Management, 2875-14th Avenue, Suite 300, Markham, Ontario, L3R 5H8

(12) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature

Y M D

(13) Address
for Service

(14) Municipal Address of Property

Multiple

(15) Document Prepared by:

Fine & Deo
3100 Steeles Avenue West
Suite 300
Vaughan, Ontario
L4K 3R1

Fees and Tax

Registration Fee

75.90

Total

75.90

Certificate in Respect of a By-law (under subsection 14 (1) of Ontario Regulation 48/01 and subsection 56 (9) of the *Condominium Act, 1998*, and referred to in subsection 38 (1) of Ontario Regulation 49/01)

Condominium Act, 1998

Metropolitan Toronto Condominium Corporation No. 1170

(known as the "Corporation") certifies that:

1. The copy of by-law number 12, attached as Schedule A, is a true copy of the by-law.
2. The by-law was made in accordance with the *Condominium Act, 1998*.
3. (Please check the statement that applies)

☒ [Fillable check box] The owners of a majority of the units in the Corporation have voted in favour of confirming the by-law with or without amendment (if clause 56 (10) (a) of the *Condominium Act, 1998* applies but subsection 14 (2) of Ontario Regulation 48/01 does not apply).

☐ [Fillable check box] The majority of the owners present or represented by proxy at a meeting of owners have voted in favour of confirming the by-law with or without amendment (if clause 56 (10) (a) of the *Condominium Act, 1998* and subsection 14 (2) of Ontario Regulation 48/01 apply).

4. (Please check the following statement, if the by-law is a joint by-law under section 59 of the *Condominium Act, 1998*)

☐ [Fillable check box] The by-law is a joint by-law made under section 59 of the *Condominium Act, 1998* and is not effective until the corporations that made it, being, have each registered a copy of the joint by-law in accordance with subsection 56 (9) of the *Condominium Act, 1998*.

Dated this 26th day of March, 2020

Metropolitan Toronto Condominium Corporation No. 1170

(signature) [Signature] (print name) E K Bricknell

(signature) [Signature] (print name) James L. H. H.

We have authority to bind the Corporation.

(Affix corporate seal or add a statement that the persons signing have the authority to bind the corporation.)

**METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 1170
BY-LAW NO. 12**

WHEREAS a condominium corporation's board of directors may, in accordance with Section 56 of the *Condominium Act, 1998* (the "**Act**"), by by-law determine what constitutes a standard unit for each class of unit within the condominium corporation, for the purpose of determining the responsibility for repairing improvements after damage and insuring same;

AND WHEREAS Metropolitan Toronto Condominium Corporation No. 1170's (the "**Corporation**") board of directors (the "**board**") has reviewed and determined that it is best to pass a by-law that introduces the Corporation's standard unit description;

NOW THEREFORE be it enacted as a by-law of the Corporation as follows:

**ARTICLE I
Standard Unit**

1.1 **Standard Unit Definition:** The purpose of this Article is only for the determination of what constitutes an improvement to a unit, with respect to Sections 89 and 99 of the Act.

1.2 **Standard Unit Classes:**

- (1) **Residential Dwelling Unit Class:** The standard unit for all "Residential Units" (being Units 1 to 8 inclusive on Level 1, Units 1 to 13 inclusive on Level 5, Units 1 to 16 inclusive on Level 6, Units 1 to 17 inclusive on Levels 7 to 18 inclusive, Units 1 to 14 inclusive on Levels 19 and 21 and Units 1 to 15 inclusive on Levels 20, 22 and 23), as identified by paragraph 1(a) in Schedule "C" of the Corporation's declaration registered as Instrument Number E131531 as amended by Instrument Number D584928, shall consist of those items as listed in the schedule(s) noted below and attached to Appendix 1 of this by-law:

Schedule "A" (High-rise Units) – being Units 1 to 13 inclusive on Level 5, Units 1 to 16 inclusive on Level 6, Units 1 to 17 inclusive on Levels 7 to 18 inclusive, Units 1 to 14 inclusive on Levels 19 and 21 and Units 1 to 15 inclusive on Levels 20, 22 and 23

Schedule "B" (Townhouse Units) – being Units 1 to 8 inclusive on Level 1

All units noted above shall be collectively known as (the "**Residential Dwelling Unit Class - Standard Unit**") and are subject to the following provisions:

- i) any of the materials set out in Schedules "A" or "B" respectively, 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 of same shall be reserved to the board;
- ii) all materials set out in Schedules "A" or "B" respectively, are standard builder's grade in quality, unless specifically stated otherwise respectively therein. If a dispute/disagreement arises over the manufacturer, quality, colour, texture, dimension and/or finish of any item, then the final and unfettered determination of same shall be reserved to the board; and,
- iii) the Residential Dwelling Unit Class - Standard Unit shall not include any flooring material, appliances and/or light fixtures of any sort, unless specifically stated otherwise in Schedules "A" or "B" respectively.

Anything not specifically included as part of the Residential Dwelling Unit Class - Standard Unit shall be deemed to be an improvement made to a unit, as that term is defined by Sections 89 and 99 of the Act.

- (2) **Commercial Unit Class:** The standard unit for the "Commercial Units" (being Units 9 to 14 inclusive on Level 1), as identified by paragraph 1(b) in Schedule "C" of the Corporation's declaration registered as Instrument Number E131531 as amended

by Instrument Number D584928, shall not include anything that falls within the boundaries of the "Commercial Units" as those boundaries are described by the Corporation's declaration (the "**Commercial Unit Class - Standard Unit**"). Anything not included as part of the Commercial Unit Class - Standard Unit (excluding any and all common elements as defined by the declaration) shall be deemed to be an improvement made to a unit, as that term is defined by Sections 89 and 99 of the Act.

- (3) **Parking Unit Class:** The standard unit for the "Parking Units" (being Units 1 to 47 inclusive on Level 3, Units 1 to 50 inclusive on Level 4, Units 1 to 50 inclusive on Level A, Units 1 to 53 inclusive on Level B and Units 1 to 54 inclusive on Level C), as identified by paragraph 2 in Schedule "C" of the Corporation's declaration registered as Instrument Number E131531 as amended by Instrument Number D584928, shall not include anything that falls within the boundaries of the "Parking Units" as those boundaries are described by the Corporation's declaration (the "**Parking Unit Class - Standard Unit**"). Anything not included as part of the Parking Unit Class - Standard Unit (excluding any and all common elements as defined by the declaration) shall be deemed to be an improvement made to a unit, as that term is defined by Sections 89 and 99 of the Act.
- (4) **Corporation Asset Unit Class:** Notwithstanding the description of the foregoing classes, if the Corporation at any time owns any unit(s) within the classes noted above, then said unit(s) shall, only for the duration that the Corporation retains ownership of same, be classified as the "**Corporation Asset Unit Class - Standard Unit**". The Corporation Asset Unit Class - Standard Unit shall include everything that falls within the boundaries of said unit(s), as those boundaries are described by the Corporation's declaration, except for any and all chattels contained therein unless specifically determined otherwise by the board from time to time, by resolution.
- 1.3 Owners shall be responsible to maintain and repair all improvements and shall insure all improvements with the customary coverage provided to condominium owners. Although the Corporation need not be provided with a copy of an owner's policy of insurance with respect to the improvements, the Corporation may request in writing from an owner, and the owner shall provide, sufficient evidence that said improvements are insured. The owner shall provide the requisite information to the Corporation within 10 days of receipt of such a request. Owners are required to mitigate any potential losses and/or damages they have as against the Corporation, by processing their insurance claim through their respective insurers. Any repairs, maintenance and/or servicing to be conducted by an owner to his/her respective unit, shall only be performed by a duly licenced professional.

ARTICLE II

General

- 2.1 **Severability:** Each of the provisions of this by-law, along with the appendix attached hereto shall be deemed to be independent and severable. The invalidity of any part or parts of this by-law or of the appendix attached hereto, shall not impair or affect, in any manner, the validity and enforceability of the balance thereof.
- 2.2 **Gender:** The use of the masculine gender in this by-law, and in the appendix attached hereto, 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.
- 2.3 **Waiver:** No restriction, condition, obligation or provision contained in this by-law, and in the appendix attached hereto, 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.
- 2.4 **Headings:** The headings in the body of this by-law, and in the appendix attached hereto, form no part hereof but shall be deemed to be inserted for convenience of reference only.

- 2.5 **Statutory References:** Any references to a section or sections of the Act in this by-law and in the appendix attached hereto, shall be read and construed as a reference to the identical or similarly appropriate section or sections (as the case may be) of any successor legislation to the Act.

The foregoing by-law is hereby enacted as By-law No. 12 of Metropolitan Toronto Condominium Corporation No. 1170, said by-law having been passed by the board of directors on the 12th day of May, 2017, and duly approved by the owners of a majority of the units of the Corporation voting in favour of and confirming it in accordance with the provisions of the *Condominium Act*, 1998, S.O., at the meeting of owners that was held on the 9th day of March, 2020.

DATED this 26th day of March, 2020.

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 1170

By: E. K. B. Brinknell
Name: E. K. B. Brinknell
Title: President
I have authority to bind the Corporation

By: [Signature]
Name: _____
Title: Secretary
I have authority to bind the Corporation

Provided Only as a Research Tool for MTCC 1170's Owners
Not Acceptable as part of a Status or Estoppel Certificate

APPENDIX 1
SCHEDULE "A"

Residential Unit Class – Standard Unit for:

High-rise Units being: Units 1 to 13 inclusive on Level 5, Units 1 to 16 inclusive on Level 6, Units 1 to 17 inclusive on Levels 7 to 18 inclusive, Units 1 to 14 inclusive on Levels 19 and 21 and Units 1 to 15 inclusive on Levels 20, 22 and 23

NOTE:

The legal description of suites referred to by suite number in this schedule are found in Appendix I to Schedule "A". Any references to suite numbers be it in this SCHEDULE "A" and/or Appendix 1 attached hereto, may be amended by board resolution if necessary to correct an apparent error.

SUITE	<ul style="list-style-type: none"> • Baseboards and Door Trim– paint grade basic standard colonial style 3 inch • Interior Walls - finished in drywall, thickness as prescribed in Ontario Building Code. • Ceilings - finished in drywall thickness as prescribed in Ontario Building Code. • Exterior Walls - finished in drywall, thickness as prescribed in Ontario Building Code. • Wallboard - 2 1/2" Gypsum wallboard and/or a replacement that the Board deems equivalent is used around fireplaces and at exterior walls adjacent to garbage chute and pipe space • Paint: <ul style="list-style-type: none"> ○ Baseboards and Door Trim – primed (1 coat) and painted white or off-white latex paint (two coats) with semi-gloss finish ○ Walls - all interior walls are primed (1 coat) and painted white or off-white latex paint (two coats) with flat finish, except for kitchen and bathroom(s) which have a semi-gloss finish ○ Ceilings - all ceilings are smooth finished, primed (1 coat) and painted white or off-white latex paint (two coats) with flat finish, except for kitchen, bathroom(s) and laundry ceilings which have a semi-gloss finish • All load-bearing structural concrete columns, partitions, along with all plumbing, electrical, duct and venting conduits, that form part of the unit as described by the Corporation's declaration.
LAUNDRY CLOSET	<ul style="list-style-type: none"> • In-line lint-trap situated between the dryer's exhaust and the laundry closet's exhaust fan. • Dedicated exhaust-fan situated between the in-line lint-trap and the exterior plenum and vented to the exterior plenum. • Shelf with supporting brackets, adequate for bearing the weight of an electric apartment-size dryer with heavy duty receptacle. • Hot and cold water hook-ups with shut-offs and drain for washing machine. • Electric dryer not included • Washing machine not included
KITCHEN	<ul style="list-style-type: none"> • Cabinets – boxes composite/MDF finished in white laminate with solid wood doors (choice of stain colour) with satin finished required hardware. Number of cabinets as originally constructed and shown in the corporations plans. • Counter-top - post formed plastic laminate counter-top (choice of colour). • Sink – top mounted double compartment stainless steel sink, except for the following units which have a single compartment top mounted stainless steel sink: <ul style="list-style-type: none"> • all "02" suites on levels 5 to 23 inclusive; • "09" suites on levels 5 to 18 inclusive. • "14" suites on levels 5 to 18 inclusive. • Faucet - single lever chrome faucet. • Standard electrical stove outlet. Stove not included • Hot water supply and shut off valve for dishwasher along with electrical rough-in. Dishwasher not included.

APPENDIX 1
SCHEDULE "A" Continued

<p>ENSUITE BATHROOM</p>	<ul style="list-style-type: none"> • Vanity – boxes composite/MDF finished in white laminate with solid wooden doors (choice of stain colour). • Countertop and Sink - cultured marble counter-top with integrated sink (choice of cream, beige or white colour) and a single lever chrome faucet. • Toilet - White two piece toilet with Styrofoam lined tank. • White acid resisting enameled steel approximately 5-foot long bathtub. • Bathtub equipped with a single lever pressure balanced chrome diverter, faucet and shower head (except "06" suites on levels 7 to 23 inclusive). • Bathtub surround is 10 inch x 8 inch ceramic wall tiles (choice of colour) from the top of the tub up to the ceiling, with grout (choice of colour) (except "06" suites on levels 7 to 23 inclusive). • Shower Stall equipped with a single lever pressure balanced chrome shower head only in "06" suites on levels 7 to 23 inclusive. • Shower stall has 10 inch x 8 inch ceramic wall tiles up to and including the ceiling (choice of colour), with grout (choice of colour) only in "06" suites on levels 7 to 23 inclusive. • Shower stall base is 3 inch x 3 inch ceramic tile (choice of colour), with grout (choice of colour), (only in "06" suites on levels 7 to 23 inclusive). • A basic chrome-plated toilet paper dispenser. • A single towel bar. • A shower-curtain rod in suites where the ensuite bathroom has a bathtub. • Swing Door – paint grade hardboard hollow-core door, primed (1 coat) and painted white or off-white latex paint (two coats) with semi-gloss finish. Silver coloured or gold coloured steel door-handles with lock and hinges and protective door-stop.
<p>MAIN BATHROOM</p>	<p>Applies to the following units only:</p> <ul style="list-style-type: none"> • "01" suites levels 5 to 18 inclusive and levels 20 to 23 inclusive. • "04" suites on levels 5 to 23 inclusive. • "05" suites on levels 6 to 23 inclusive. • "06" suites on levels 7 to 23 inclusive. • "10" suites on levels 5 to 20 and floors 22 to 23 inclusive. • "11" suites on levels 5 to 23 inclusive. • "12" suites on levels 5 to 23 inclusive. • "15" suites on levels 19 to 23 inclusive. • "17" suites on levels 5 to 18 inclusive. • Vanity – boxes composite/MDF finished in white laminate with solid wooden doors (choice of stain colour). • Cultured marble counter-top with integrated sink (choice of cream, beige or white colour) and a single lever chrome faucet. • White two piece toilet with Styrofoam lined tank. • Shower Stall equipped with a single lever pressure balanced chrome shower head (except "06" suites on levels 7 to 23 inclusive). • Shower stall has 10 inch x 8 inch ceramic wall tiles up to and including the ceiling (choice of colour) (except "06" suites on levels 7 to 23 inclusive). • Shower stall base is 3 inch x 3 inch ceramic tile (choice of colour) (except "06" suites on levels 7 to 23 inclusive). • A basic chrome-plated toilet paper dispenser. • A single towel bar. • Swing Door – paint grade hardboard hollow-core door, primed (1 coat) and painted white or off-white latex paint (two coats) with semi-gloss finish. Silver coloured or gold coloured steel door-handles with lock and hinges and protective door-stop.

APPENDIX 1
SCHEDULE "A" Continued

LIVING AREAS & BEDROOM(S)	<ul style="list-style-type: none"> • Living room and bedroom(s) pre-wired for cable TV and telephone. • Dens pre-wired for cable TV and telephone in: <ul style="list-style-type: none"> • "01" suites on levels 5 to 18 inclusive and levels 20 to 23 inclusive; • "04" suites on levels 5 to 23 inclusive; • "05" suites on levels 6 to 23 inclusive; • "10" suites on levels 19 to 23; • "11" suites on levels 5 to 23 inclusive; • "12" suites on levels 5 to 18 inclusive; • "15" suites on levels 19 to 23; • "17" suites on levels 5 to 18. • Switched duplex outlet in living room and each bedroom. • 1 smoke detector per unit or as required by law. • 1 heat detector per unit or as required by law. • Entry door to unit will be a stained or painted solid core wood door. • Entry door hardware comprising steel hinges, lever-type door handle, a separate deadbolt and a protective door stop. • Swing Door – paint grade hardboard hollow-core door, primed (1 coat) and painted white or off-white latex paint (two coats) with semi-gloss finish. Silver coloured or gold coloured steel door-handles with lock and hinges and protective door-stop. • All sliding closet doors will be mirrored. • Decora-style white switches and receptacles throughout • Basic white TV outlets, phone thermostats, baseboard heaters, fire alarm devices. • Gas fireplace in all "01", "05", "06", "07", "08", "10", "11", "13" on level 22 suites and all "01", "05", "06", "07", "08", "09", "10", "11", "13" suite on level 23 • "Heat and Glo" Model ST-38GTV or "Instaflame" MODEL ST26 (See through) or equivalent, for use in 36" wide opening • 30,000 BTU input, top venting • 4 non-combustible artificial "oak" logs • Glass doors and fixed mesh screen • Black fronts • Gas fireplace in suite "09" level 22: <ul style="list-style-type: none"> • "Heat and Glo" Model 5000TV or "Instaflame" MODEL DV32 or equivalent, for use in 32" wide opening • 21,000 BTU input, top venting • 6 non-combustible artificial "oak" logs • Glass doors and fixed mesh screen • Black fronts
TECHNICAL	<ul style="list-style-type: none"> • Individual electrical service panel with circuit breakers as originally constructed and shown in the Corporation's plans • Copper wiring throughout • Individually controlled HVAC, inclusive of fan-coil units and all of their appurtenant pipes, conduits, condensate-drainage, motors, fans, filters wiring, wiring, housing, fascia, controls, switches, thermostats, and ducting; return-air mechanisms and all of their appurtenant ducting, filters, fascia, conduits, wiring, switches, motors and fans. • Security key-pad mounted on foyer wall.

In accordance with paragraph 1.2 of this by-law:

- (1) Any of the aforementioned materials 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 determination shall be that of the board of directors.
- (2) All materials set out above are standard builder's grade, unless specifically stated otherwise. Should a dispute/disagreement arise over the manufacturer, quality, colour, texture, dimension, and/or finish of any item set out above, the final and unfettered determination of same shall be reserved to the board of directors.
- (3) The Residential Unit Class - Standard Unit shall not include any flooring material and/or any light fixtures. The Standard Unit shall include lighting outlets – capped ceiling and wall light outlets, in locations as shown on Corporation's plans.

APPENDIX 1
SCHEDULE "A" Continued

Appendix I
to Schedule "A"

Suite Number(s)	Legal Description	
510	Unit 6	Level 5
513	Unit 9	Level 5
514	Unit 10	Level 5
608	Unit 7	Level 6
609	Unit 8	Level 6
610	Unit 9	Level 6
611	Unit 10	Level 6
613	Unit 12	Level 6
616	Unit 15	Level 6
1915	Unit 1	Level 19
2010	Unit 10	Level 20
2109	Unit 9	Level 21
2115	Unit 14	Level 21
2201	Unit 1	Level 22
2205	Unit 5	Level 22
2206	Unit 6	Level 22
2207	Unit 7	Level 22
2208	Unit 8	Level 22
2209	Unit 9	Level 22
2210	Unit 10	Level 22
2211	Unit 11	Level 22
2213	Unit 13	Level 22
2301	Unit 1	Level 23
2305	Unit 5	Level 23
2306	Unit 6	Level 23
2307	Unit 7	Level 23
2308	Unit 8	Level 23
2309	Unit 9	Level 23
2310	Unit 10	Level 23
2311	Unit 11	Level 23
2313	Unit 13	Level 23
UNITS OTHER THAN THE ONES LISTED ABOVE		
Units ending in "01"	Unit 1	Levels 5 — 18 and 20 — 23 inclusive
Units ending in "02"	Unit 2	Levels 5 — 23 inclusive
Units ending in "04"	Unit 4	Levels 5 — 23 inclusive
Units ending in "05"	Unit 5	Levels 6 — 23 inclusive
Units ending in "06"	Unit 6	Levels 7 — 23 inclusive
Units ending in "09"	Unit 9	Levels 7 — 23 inclusive
Units ending in "10"	Unit 10	Levels 19 — 23 inclusive
Units ending in "11"	Unit 11	Levels 7 — 23 inclusive
Units ending in "12"	Unit 12	Levels 7 — 18 inclusive
Units ending in "14"	Unit 14	Levels 7 — 18 inclusive
Units ending in "15"	Unit 15	Levels 7 — 18 and 20 — 23 inclusive
Units ending in "17"	Unit 17	Levels 7 — 18 inclusive

APPENDIX 1

SCHEDULE "B"

Residential Unit Class - Standard Unit for: Townhouse Units being Units 1 to 8 inclusive on Level 1

SUITE	<ul style="list-style-type: none"> • Baseboards and Door Trim – paint grade basic standard colonial style 3 inch baseboards • Interior Walls - all interior walls are finished in ½ inch drywall • Ceilings - all ceilings are finished in ½ inch drywall • Exterior Walls - are 2 hour fire-rated drywall, thickness as prescribed by Ontario Building Code • Stairs - stairs and railing between the basement and the first floor along with the first and second floors. Metal pickets and handrail along stairs and landings painted in black latex semi-gloss paint. Stringers are painted or solid oak natural finish • Paint: <ul style="list-style-type: none"> ○ Baseboards and Door Trim – primed (1 coat) and painted white or off-white latex paint (two coats) with semi-gloss finish ○ Walls - all interior walls are primed (1 coat) and painted white or off-white latex paint (two coats) with flat finish, except for kitchen and bathroom(s) which have a semi-gloss finish ○ Ceilings - All ceilings are smooth finished primed (1 coat) painted white or off-white latex paint (two coats) with flat finish, except for the main floor (living room, dining room, kitchen and foyer) which is an unpainted popcorn finish • All load-bearing structural concrete columns, sub-floors, partitions, along with all plumbing, electrical, duct and venting conduits, that form part of the unit as described by the Corporation's declaration
	<ul style="list-style-type: none"> •
LAUNDRY CLOSET	<ul style="list-style-type: none"> • In-line lint-trap situated between the dryer's exhaust and the laundry closet's exhaust fan. • Dedicated exhaust-fan situated between the in-line lint-trap and the exterior plenum and vented to the exterior plenum. • Shelf with supporting brackets, adequate for bearing the weight of an electric apartment-size dryer with heavy duty receptacle • Hot and cold water hook-ups with shut-offs and drain for washing machine. • Electric dryer not included • Washing machine not included
STORAGE ROOM	<ul style="list-style-type: none"> • Floor drain and drain pipe that connects to buildings main drain.
KITCHEN	<ul style="list-style-type: none"> • Cabinets – boxes composite/MDF finished in white laminate with solid wood doors (choice of stain colour) with satin finished required hardware. Number of cabinets as originally constructed and shown in the corporations plans • Counter-top - post formed plastic laminate counter-top (choice of colour) • Sink - double compartment top mounted stainless steel sink • Single lever chrome faucet. • Standard electrical stove outlet. Stove not included. • Hot water supply and shut off valve for dishwasher along with electrical rough-in. Dishwasher not included.

APPENDIX 1
SCHEDULE “B” Continued

ENSUITE BATHROOM	<ul style="list-style-type: none"> • Cabinets – boxes composite/MDF finished in white laminate with solid wooden doors (choice of stain colour). • Countertop and Sink - cultured marble counter-top with integrated sink (choice of cream, beige or white colour) and a single lever chrome faucet. • Cultured marble counter-top with integrated double sink (choice of cream, beige or white colour) in units 4, 5 and 6 Level 1 • Single lever chrome faucet • White two piece toilet with Styrofoam lined tank. • White acrylic reinforced with fiberglass 5 foot Jacuzzi type whirlpool and soaker bathtub with 6 jets. • Bathtub and shower (where applicable) to be equipped with a single lever pressure balanced chrome faucet and shower head. • Bathtub surround is 10 inch x 8 inch ceramic wall tiles (choice of colour) from the top of the tub up to the ceiling • A basic chrome-plated toilet paper dispenser. • A single towel bar. • A shower-curtain rod in suites where the ensuite bathroom has a bathtub • Swing Door – paint grade hardboard hollow-core door, primed (1 coat) and painted white or off-white latex paint (two coats) with semi-gloss finish. Silver coloured or gold coloured steel door-handles with lock and hinges and protective door-stop.
MAIN BATHROOM	<ul style="list-style-type: none"> • Cabinets – boxes composite/MDF finished in white laminate with solid wooden doors (choice of stain colour). • Countertop and Sink - cultured marble counter-top with integrated sink (choice of cream, beige or white colour) and a single lever chrome faucet. • White two piece toilet with Styrofoam lined tank. • Shower stall equipped with a single lever pressure balanced chrome shower head • Shower stall has 10 inch x 8 inch ceramic wall tiles (choice of colour) up to and including the ceiling • Shower stall base is 3 inch x 3 inch ceramic tile (choice of colour). • A basic chrome-plated toilet paper dispenser. • A single towel bar. • Swing Door – paint grade hardboard hollow-core door, primed (1 coat) and painted white or off-white latex paint (two coats) with semi-gloss finish. Silver coloured or gold coloured steel door-handles with lock and hinges and protective door-stop.
HALF BATHROOM	<p>Applicable only to unit 1, 2 and 3 Level 1</p> <ul style="list-style-type: none"> • Toilet - white two piece toilet with Styrofoam lined tank. • Sink - single pedestal white sink with single lever chrome faucet • A basic chrome-plated toilet paper dispenser. • A single towel bar. • Swing Door – paint grade hardboard hollow-core door, primed (1 coat) and painted white or off-white latex paint (two coats) with semi-gloss finish. Silver coloured or gold coloured steel door-handles with lock and hinges and protective door-stop.

APPENDIX 1
SCHEDULE "B" Continued

LIVING AREAS & BEDROOM(S)	<ul style="list-style-type: none"> • Living room, bedroom(s), and den pre-wired for cable TV • The kitchen, living room, master bedroom and den pre-wired for telephone • Switched duplex outlet in living room and each bedroom • One smoke detector per unit or as required by law • One heat detector per unit or as required by law • Entry door to unit from Victoria Street is an insulated steel door • Entry door to unit from Victoria Street hardware comprising of a Schlage grip set handles and deadbolt, a 12" Dorex mail slot, and kick-plate, all in brass. • Entry door from second floor corridor to unit is a stained solid core wood door • Entry door from second floor corridor to unit hardware comprising steel hinges, lever-type door handle, a separate deadbolt and a protective door stop. • Swing doors – paint grade hardboard hollow-core door, primed (1 coat) and painted white or off-white latex paint (two coats) with semi-gloss finish. Silver coloured or gold coloured steel door-handles with lock and hinges and protective door-stop. • Interior door hardware comprising silver-coloured and/or gold-coloured steel door-handles and hinges, and protective door stops. • All sliding closet doors will be mirrored. • Decora-style white switches and receptacles throughout • Basic white TV outlets, phone outlets, Thermostats, baseboard heaters, fire alarm devices.
TECHNICAL	<ul style="list-style-type: none"> • Individual electrical service panel with circuit breakers • Copper wiring throughout • Individually controlled HVAC, inclusive of fan-coil units and all of their appurtenant pipes, conduits, condensate-drainage, motors, fans, filters wiring, wiring, housing, fascia, controls, switches, thermostats, and ducting; return-air mechanisms and all of their appurtenant ducting, filters, fascia, conduits, wiring, switches, motors and fans. • Intercom with visual display mounted on dining room wall.

In accordance with paragraph 1.2 of this by-law:

- (1) Any of the aforementioned materials 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 determination shall be that of the board of directors.
- (2) All materials set out above are standard builder's grade, unless specifically stated otherwise. Should a dispute/disagreement arise over the manufacturer, quality, colour, texture, dimension, and/or finish of any item set out above, the final and unfettered determination of same shall be reserved to the board of directors.
- (3) The Residential Unit Class - Standard Unit shall not include any flooring material and/or any light fixtures. The Standard Unit shall include lighting outlets – capped ceiling and wall light outlets, in locations as shown on Corporation's plans.



FOR OFFICE USE ONLY

AT 5679431

CERTIFICATE OF RECEIPT
RÉCÉPISSÉ
TORONTO (66)

MAR 17 2021 14:41

LAND REGISTRAR

New Property Identifiers

Additional:
See
Schedule ☐

Executions

Additional:
See
Schedule ☐

(1) Registry ☐

Land Titles ☒

(2) Page 1 of 53 pages

(3) Property
Identifier(s)

Block

Property

12170-0001 - 12170-0574 inclusive

Additional:
See
Schedule ☐

(4) Nature of Document

By-law No. 13 (S.56 (9) of the Condominium Act, 1998)

(5) Consideration

Dollars \$

(6) Description

All units on all levels and common elements comprising the property included in Metropolitan Toronto Condominium Plan No. 1170, City of Toronto, Land Titles Division of Toronto (No. 66), together with its appurtenant common interests

(7) This
Document
Contains:

(a) Redescription
New Easement
Plan/Sketch ☐

(b) Schedule for:

Description ☐ Additional
Parties ☐ Other ☒

(8) This Document provides as follows:

See Schedule for By-law and Certificate

Continued on Schedule ☐

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature

Y M D

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 1170

by its solicitor, Denise Lash

Denise Lash

2021 03 15

(11) Address
for Service

Management Office, 7 King Street East, TORONTO, ON M5C 3C5

(12) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature

Y M D

(13) Address
for Service

(14) Municipal Address of Property

(15) Document Prepared by:

Lash Condo Law
225 Richmond Street West
Suite 200
TORONTO, Ontario
M5V 1W2

Fees and Tax

Registration Fee

Total

CERTIFICATE IN RESPECT OF A BY-LAW

(under subsection 14(1) of Ontario Regulation 48/01 and subsection 56(9) of the
Condominium Act, 1998, and referred to in subsection 38(1) of Ontario Regulation 49/01)

Condominium Act, 1998

Metropolitan Toronto Condominium Corporation No. 1170 (known as the "Corporation") certifies that:

1. The copy of by-law number 13, attached as Schedule A, is a true copy of the by-law.
2. The by-law was made in accordance with the *Condominium Act, 1998*.
3. The majority of the owners present or represented by proxy at a meeting of owners have voted in favour of confirming the by-law with or without amendment (if clause 56(10)(a) of the *Condominium Act, 1998* and subsection 14(2) of Ontario Regulation 48/01 apply).

Dated this 11th day of March, 2021

**METROPOLITAN TORONTO CONDOMINIUM
CORPORATION NO. 1170**

Per: [Signature]
Name: Eric Bricknell
Title: President

Per: [Signature]
Name: SHEILA SPROULE
Title: Corporate Secretary
We have authority to bind the corporation.

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 1170

BY-LAW NO. 13

ELECTRONIC MEETINGS AND ELECTRONIC VOTING BY-LAW

WHEREAS a condominium corporation may make, amend or repeal by-laws in accordance with: (A) section 56(1)(c.1) of the *Condominium Act, 1998*, as amended (the "**Act**") to govern the method(s) permitted for holding a recorded vote of owners by telephonic or electronic means; and, (B) subsection 14(0.1)(p) of Ontario Regulation 48/01, as amended (the "**Regulation**"), made pursuant to the Act to govern the manner in which an owner or a mortgagee may be present at a meeting of owners or represented by proxy;

THEREFORE BE IT ENACTED as a by-law of Metropolitan Toronto Condominium Corporation No. 1170 (the "**Corporation**") as follows:

1. **Electronic Meetings:** For the purposes of subsection 14(0.1)(p) of the *Regulation*, an owner or a mortgagee may be present at a meeting of owners or may be represented by proxy at a meeting of owners by such telephonic or electronic means, as that term is defined in subsection 52(1.1) of the *Act*, that the board of directors may from time to time establish in advance of any meeting of owners.
2. **Electronic Voting at Meetings:** For the purposes of subsection 52(1)(b)(iii) of the *Act*, a recorded vote may be indicated by such telephonic or electronic means, as that term is defined in subsection 52(1.1) of the *Act*, that the board of directors may from time to time establish in advance of any meeting of owners. Instruments appointing a proxy may be deposited by such telephonic or electronic means that the board of directors may from time to time establish in advance of any meeting of owners.
3. **Electronic Meetings and Electronic Voting Is Discretionary:** The authority established by this by-law is discretionary, and the board of directors will not be obligated to implement attendance, and will not be obligated to implement recorded votes or the deposit of instruments appointing a proxy by telephonic or electronic means for any meeting of owners.
4. **Severability:** Each of the provisions of this by-law shall be deemed to be independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity or enforceability of the remainder of this by-law.
5. **Headings:** The headings in the body of this by-law form no part hereof, but shall be deemed to be inserted for convenience of reference only.
6. **Statutory References:** Any references to a section or sections of the *Act* or the Regulations in this by-law (or in any by-laws or rules hereafter enacted by the Corporation) shall be read and construed as a reference to the identical or similarly appropriate section or sections (as the case may be) of any successor legislation and regulations to the *Act*.

The foregoing by-law is hereby enacted as By-law No. 13 of Metropolitan Toronto Condominium Corporation No. 1170, said by-law having been passed by the board of directors on the 17th day of September, 2020, and duly approved by the owners of a majority of the units of the Corporation voting in favour of confirming it on the 18th day of January, 2021, pursuant to the provisions of the *Condominium Act, 1998* S.O. 1998 c.19.

DATED this 11th day of March, 2021

METROPOLITAN TORONTO CONDOMINIUM
CORPORATION NO. 1170

Per:

Name:

Title:

E K Bricknell
President

Per:

Name:

Title:

Sheila Sproule
SHEILA SPROULE
Corporate Secretary
We have authority to bind the corporation.