

YORK CONDOMINIUM CORPORATION

NO. 323

BY-LAW NO. 4

BE IT ENACTED as a by-law of York Condominium Corporation No. 323 (hereinafter referred to as the "corporation") as follows:

That the corporation grant certain licenses, rights of way and easements and enter into an Agreement with STARBURST INVESTMENTS LIMITED, a corporation incorporated under the laws of the Province of Ontario with respect to recreational and service facilities, a copy of which is annexed hereto.

York Condominium Corporation No. 323 hereby enacts the foregoing By-Law No. 4 by the vote of its sole member STARBURST INVESTMENTS LIMITED, a corporation incorporated under the laws of the Province of Ontario, which owns 100% of the common elements.

DATED at Toronto, this 27th day of April, 1977.

YORK CONDOMINIUM CORPORATION
NO. 323, by its sole member

STARBURST INVESTMENTS LIMITED

Per: 

SECRETARY

Per: 

AUTHORIZED SIGNING OFFICER

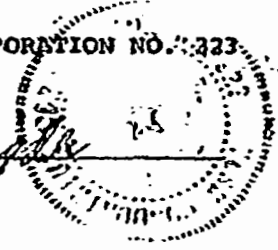
C E R T I F I C A T E

YORK CONDOMINIUM CORPORATION NO. 323 hereby certifies that the By-Law Number 4 attached hereto was made in accordance with The Condominium Act, being Chapter 77 of the Revised Statutes of Ontario, 1970 and any amendments thereto, the Declaration and By-Laws of the Corporation, and that the said By-Law Number 4 has not been amended and is in full force and effect.

DATED at the City of Toronto, in the Municipality of Metropolitan Toronto, this 27th day of April, 1977.

YORK CONDOMINIUM CORPORATION NO. 323

By: *A. Napier*
S. J. J. J. J. J.



Received at the Office of Land Titles
at TORONTO at 3:12 o'clock

M. of the 27th day of May
A.D. 19 and entered in

Folium / Vol. Parcel

CONDOMINIUM INDEX

YORK COND. TOWN N^o 323

Handwritten signature and scribbles

YORK CONDOMINIUM CORPORATION
NO. 323

BY-LAW NO. 4

018-75/3246 - DNE/3:rc

GOODMAN AND CAHN
2500 YORK CENTRE
145 KING STREET WEST
TORONTO, ONTARIO M5H 3K1


THIS INDENTURE made this 27th day of April, 1977.

IN PURSUANCE OF THE SHORT FORMS OF CONVEYANCES ACT.

SERIAL NUMBER B303133

This is to certify that no lien is claimed under The Land Speculation Tax Act, 1974, with respect to the designated land described herein, to and including April 27, 1977 DATE

[Signature] for the Minister of Revenue



Ontario

BETWEEN :

YORK CONDOMINIUM CORPORATION NO. 323, a corporation created under the Condominium Act, R.S.O. 1970, as amended,

hereinafter called "YORK",

OF THE FIRST PART;

- and -


STARBURST INVESTMENTS LIMITED, a corporation incorporated under the laws of the Province of Ontario,

hereinafter called "STARBURST",

OF THE SECOND PART.

THE LAND TRANSFER TAX ACT
ON REGISTRATION
OF THIS TRANSFER

[Signature]
COMPTROLLER OF REVENUE



WHEREAS pursuant to the Condominium Act, R.S.O. 1970, C. 77 as amended and the Declaration registered in the Land Registry Office for the Land Titles Division of Toronto and York South (No. 66) as Instrument No. B-534686, York is authorized to manage and maintain, and to grant or transfer easements and licenses through the common elements on those lands and premises in the City of Toronto, in the Municipality of Metropolitan Toronto and being more particularly described as York Condominium Plan No. 323.

AND WHEREAS Starburst is the registered owner in fee simple of the lands and premises in the City of Toronto, in the Municipality of Metropolitan Toronto and being more particularly described in Schedule "A" attached hereto.

AND WHEREAS the York Condominium Plan No. 323 lands have been or will be developed by constructing thereon an apartment building containing 193 dwelling units, 5 detached dwelling units and 4 semi-detached dwelling units as well as a swimming pool and children's play area (the "recreational facilities");

TRANSFER TAX



AND WHEREAS it is intended that the lands described in Schedule "A" are to be developed by constructing thereon two apartment buildings containing 331 dwelling units, together with 16 detached and 4 semi-detached dwelling units.

AND WHEREAS the recreational facilities are intended to be for the common use of the owners and occupants of the dwelling units on York Condominium Plan No. 323 and on the lands in Schedule "A".

AND WHEREAS to give effect to this intention, Starburst requires the right to enter upon certain of the common elements on York Condominium-Plan No. 323.

AND WHEREAS it is necessary, for the carrying out of the scheme of development of the lands and premises on York Condominium Plan No. 323 and the adjacent lands owned by Starburst and described in Schedule "A", to provide access through and over certain of the common elements on York Condominium Plan No. 323 for garbage storage and removal and for such purposes to create certain easements and rights-of-way to benefit the owners and occupants of dwelling units to be erected upon the lands and premises described in Schedule "A".

NOW WITNESSETH that in consideration of the premises and the rents, covenants and agreements respectively reserved and contained on the part of the parties hereto to be respectively paid and performed and the sum of TWO DOLLARS (\$2.00) paid by Starburst to York (the receipt of which is hereby acknowledged),

~~the parties hereto do agree as follows~~

*Don B
Solicitor
York, Starburst*

ARTICLE I

PREMISES

1.01 York doth grant to Starburst, its successors and assigns and the owners and occupants of the lands and premises described in Schedule "A", a free



uninterrupted and unobstructed right and licence
in perpetuity, in common with York, its successors

and assigns to enter upon ~~lands and premises~~ those parts
of the Common Elements of York Condominium Plan No. 323
designated as those parts of Parts 4 and 10, ~~xx~~ above ~~xxx~~

an elevation of 366.00' shown on Diagram 1, Plan 66R-9415 (the "recreational
lands") for the purpose of using and enjoying, constructing
installing, repairing, replacing, inspecting,
operating and maintaining the recreational
facilities located thereon;

together with a free and uninterrupted right-of-
way in common with York its successors and

assigns for persons, through, along and over those parts
of the Common Elements of York Condominium Plan No. 323
~~that certain parcels of land~~ described as those

parts of Parts 1, 2, 3, 5 and 6 ~~as shown on~~ above
an elevation of 366.00' as shown on
Diagram 1, Plan 66R-9415 and that part of Part 8 above an

~~xx~~ elevation of 358.50', as shown on Diagram 2, Plan 66R-9415.

1.02 York doth further grant to Starburst, its successors
and assigns:

(a) a free and uninterrupted right-of-way for passage

of persons and vehicles through, over and along those parts
of the Common Elements of York Condominium Plan No. 323
designated as those parts of Parts 2, ~~x~~, 9 and 10 ~~xxxxxxx~~ between an
elevation of 358.50' and 366.00' and that part of Part 7 above an elevation of
358.50' as shown on Diagram 2, Plan 66R-9415 (the "service lands")

for the purpose of the removal of garbage from the
lands and premises described in Schedule "A";

(b) the right, licence or the right in
the nature of an easement at all times, together
with York, its successors and assigns to

enter upon the untravelled portion of those parts
of the Common Elements of York Condominium Plan No. 323,
designated as those parts of Parts 2 and 10 ~~as shown on Diagram 2, Plan 66R-9415~~ between
between an elevation of 358.50' and 366.00' as shown on Diagram 2, Plan
66R-9415 for the purpose of the temporary storage
of garbage in a safe, sanitary and reasonable manner.



ARTICLE II

TAXES, ASSESSMENTS, CHARGES AND OPERATING
EXPENSES

2.01 All taxes, assessments, charges, repairs and operating expenses incurred with respect to the recreational facilities, the recreational lands and the service lands and in connection with the continued existence, operation and maintenance of the recreational facilities provided or to be provided on the recreational lands both foreseeable and unforeseeable shall be shared by York and Starburst in the following proportion:

- (a) by York 36.5%;
- (b) by Starburst 63.5%;

ARTICLE III

INSURANCE

3.01 York and Starburst do mutually covenant and agree to obtain and keep in force adequate insurance against both damage to the recreational facilities and public liability in such amounts and on such terms and conditions as would be obtained by a prudent owner.

ARTICLE IV

USE OF PREMISES

4.01 The recreational lands shall be used only for a swimming pool and children's play area as contemplated herein.

ARTICLE V

ARBITRATION

5.01 Any difference or dispute arising between York and Starburst as to the meaning or construction of



this Indenture or any part thereof, or as to any matter or claim arising thereunder, or in connection therewith, shall be referred to a single arbitrator if York and Starburst agree in writing upon one, otherwise to a board of three arbitrators, one to be appointed by York and one by Starburst and a third arbitrator to be appointed by the first two named arbitrators in writing; and if York or Starburst shall refuse or neglect to appoint an arbitrator within five (5) days after the other shall have appointed an arbitrator and shall have served a written notice upon the party so refusing or neglecting to appoint an arbitrator requiring such party to make such appointment, then the arbitrator first appointed shall, at the request of the party appointing him, proceed to hear and determine the matters in difference or dispute as if he were a single arbitrator appointed by both York and Starburst for that purpose. If two arbitrators are so named in the time prescribed and they do not agree, within a period of five (5) days after the appointment of the last of the said two arbitrators, upon the appointment of the third arbitrator, then, upon the application of either York or Starburst the third arbitrator shall be appointed by a Judge of the Supreme Court of Ontario. The award or determination which shall be made by the said arbitrators or the majority of them or by the single arbitrator, as the case may be, both as to the matter in dispute and as to the costs of the said arbitration, shall be final and binding upon York and Starburst, their respective successors and assigns. The provisions of this paragraph shall be deemed to be a submission to arbitration within the provisions of The Arbitration Act, R.S.O. 1970, Chapter 25, and any statutory modification or re-enactment thereof. Nothing in this paragraph shall be deemed to relieve either of the parties of their obligation to pay the operating expenses or other charges as hereinbefore reserved on the days hereinafter specified.



ARTICLE VI

BOARD OF DIRECTORS

6.01 The recreational facilities provided or to be provided on the recreational lands shall be managed by a board of directors which board of directors shall be made up of four members. The said board of directors shall be composed of two directors to be appointed by York and two directors to be appointed by Starburst. At any meeting of the board of directors, a quorum shall consist of three of the four directors and except as may be provided herein, all decisions of the board of directors shall be by a majority.

Notwithsatnding the foregoing, the directors appointed to manage the lands demised by lease, Notice of which is registered in the Registry Office for the Registry Division of Toronto and York South as No. CT 84056, shall be the directors herein, unless the said lease is terminated or consent to its assignment to the parties herein is refused.

6.02 The function of the board of directors shall be to operate and manage the recreational facilities including, without restricting the generality of the foregoing:

- (a) the appointment of professional management, provided that unless the board decides otherwise by unanimous vote, the manager of York Condominium Corporation No. 323 shall be the manager of the recreational facilities;
- (b) the maintenance, repair and operation of the recreational facilities;



- (c) providing, making and publishing rules and regulations governing the use of the recreational facilities, including without limiting the generality of the foregoing, rules and regulations for the allocation of time for the use of such facilities, and enforcing such rules and regulations;
- (d) keeping the recreational facilities in a clean and wholesome condition and in good repair;
- (e) the keeping of financial records;
- (f) the preparation of an annual budget for each calendar year;
- (g) determining whether or not the demised premises may be used by both the guests of owners and occupants of the dwelling units on York Condominium Plan No. 323 and by the guests of owners and occupants of dwelling units on the lands and premises in Schedule "A", or by guests of neither, and determining the basis upon which such use, if any, shall be permitted, including the charge of a fee for such use.

6.03 It is understood that the board of directors shall have the right to cancel or suspend the rights of any person to use the recreational facilities for misuse of the facilities, improper conduct in the recreational facilities, or for any reason deemed adequate in the sole discretion of the board of directors.

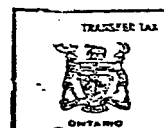
6.04 The board of directors shall maintain adequate records, books and bank accounts and such records and books shall be retained by the board of directors or at the office of the manager to be appointed and the representatives of any of the parties hereto shall have the right to inspect same at all reasonable times.

6.05 The board of directors of the recreational facilities shall, from time to time, prepare an estimated



budget for each calendar year, setting forth by categories the board's best estimate for all expenses for the operation of the recreational facilities for the coming year, including without limiting the generality of the foregoing, operating expenses, staff salaries, taxes, insurance, water, gas and electric rates, all costs of repairs, renewals, maintenance and supervision of the facilities and premises and all repairs and operating expenses with respect to the service lands, where reasonably determinable. Whenever, in the opinion of the board of directors of the recreational facilities, any change from the expenditures forecast in the annual budget makes it desirable to do so, the board shall submit to York and Starburst a supplementary budget covering the expenses of the operation of the recreational facilities and the service lands for the then remaining portion of the current year. The budget prepared by the board shall include an estimate of all anticipated income to be received, if any, and shall indicate the balance of the expenses not anticipated to be met by such income.

6.06 York and Starburst shall contribute and be responsible for the payment of their proportionate share of the annual cost of the operation of the recreational facilities and the service lands in each annual period designated by the board of directors as such costs may be shown in the financial statements for such period, or in accordance with the estimated budget. Such payments shall be made in the proportions as set out in Section 2.01 hereof and shall be paid in twelve equal consecutive monthly instalments, payable monthly on the first day of each and every month during the annual period. The contributions shall be adjusted at the end of each annual period designated by the board of directors immediately following the issuance of the financial statements for such period and all expenses payable which are not paid on the due date shall bear interest at the rate of one and one-half percent (1-1/2%) per month.



ARTICLE XI

CAPITAL EXPENDITURES

11.01 If the board of directors shall determine to make capital expenditures with respect to the recreational facilities, or its furnishings, fixtures or equipment, then the parties hereto shall contribute their proportional share of the funds required therefor, in accordance with the provisions hereof, provided however that no capital expenditure shall be made exceeding Two Thousand Dollars (\$2,000.00) in any one year without the unanimous consent of the parties hereto. All contributions payable under this paragraph which are not paid on the due date shall bear interest at the rate of one and one-half percent (1-1/2%) per month.

ARTICLE XII

DEFAULT

12.01 In the event of default by either of the parties hereto of its obligation to pay a proportionate share of costs or contributions as set out herein or in performance of any duty or obligation as set out herein, the non-defaulting party shall have the right (in addition to any and all other rights it may have) to suspend the right and entitlement of such party including its owners and occupants, to use and enjoy the recreational facilities until such default is cured.

ARTICLE XIII

ASSIGNMENT

13.01 Neither party hereto shall be permitted to assign its respective interests in this Indenture without first having obtained the consent in writing to such assignment from the other party, which consent



may be arbitrarily withheld.

Notwithstanding the foregoing, Starburst shall be permitted to assign its interests in the within Indenture without consent, to a corporation or corporations created pursuant to The Condominium Act in respect of the lands owned by Starburst as set out in Schedule "A".

ARTICLE XIV

DEFINITIONS

14.01 It is mutually agreed between the parties hereto respectively that words importing the singular number only shall include the plural and vice versa, and words importing the masculine gender shall include the feminine gender, and words importing persons shall include firms and corporations and vice versa.

ARTICLE XV

NOTICE

15.01 Any notice herein provided for or permitted to be given by York to Starburst shall be sufficiently given if delivered or if mailed in the Municipality of Metropolitan Toronto, postage prepaid, addressed to Starburst, at 111 Davisville Avenue, Toronto, Ontario, and any notice herein provided for or permitted to be given by Starburst to York shall be sufficiently given if delivered or if mailed in the Municipality of Metropolitan Toronto, postage prepaid addressed to York, at 50 Quebec Avenue, Toronto, Ontario. Any such notice given as aforesaid shall be deemed to have been given on the date on which such notice is delivered, or on the next business day following the day on which such notice is mailed, as the case may be. Either party may, at any time, give notice in writing to the other of any change of address of the party giving such notice, and from and after the giving of such notice, the address therein



specified shall be deemed to be the address of such party for the giving of notices hereunder. The word "notice" in this paragraph shall be deemed to include any request, statement or other writing in this lease provided for or permitted to be given by York to Starburst or by Starburst to York.

ARTICLE XVII

CAPTION AND TERMS

17.01 The captions in this Indenture are for the convenience only and are not a part of this Indenture and do not in any way limit or amplify the terms and provisions in this Indenture.

ARTICLE XVIII

AMENDMENT

18.01 This Indenture shall not be modified or amended except by an instrument in writing of equal formality herewith and signed by the parties hereto or by their respective successors and assigns.

WITNESS the corporate seals of the parties hereto duly attested to by the hands of their respective signing officers duly authorized in that behalf.

YORK CONDOMINIUM CORPORATION NO. 323

Per: [Signature] President

Per: [Signature] Secretary

STARBURST INVESTMENTS LIMITED

Per: [Signature] President

Per: [Signature] Assistant Manager Secretary



SCHEDULE "A"

ALL AND SINGULAR that certain parcel or tract of lands and premises situate, lying and being in the City of Toronto, in the Municipality of Metropolitan Toronto, being Lots 4, 5, 6, 7, 8, 9, 10, 11, 26, 27, 28, 29 and 30 and Parts of Lots 22, 23, 24 and 25, according to Plan 660-Y, registered in the Land Registry Office (No. 63) - Registry Division of Toronto, designated as Parts 1 and 2 on a Plan of Survey of Record in the Land Registry Office (No. 66) - Land Titles Division of Toronto and York South at Toronto, as 66R-8721:



PROVINCE OF ONTARIO) I HARRY MAGDER
)
) of the CITY OF TORONTO
)
) in the PROVINCE OF ONTARIO
)
)
)
)
) make oath and say:

1. I am the Secretary of York Condominium Corporation
No. 323.

2. The annexed document was duly authorized by a
By-Law of the Corporation duly made in accordance with the
Condominium Act, R.S.O. 1970, Chapter 77, as amended, the
Declaration and By-Laws of the said York Condominium
Corporation No. 323.

SWORN before me in the City)
of Toronto, in the Municipality)
of Metropolitan Toronto, this)
18th day of MAY)
1977.)

J. [Signature]

A Commissioner, etc.

H. Magder

SCHEDULE "A"

ALL AND SINGULAR that certain parcel or tract of lands and premises situate, lying and being in the City of Toronto, in the Municipality of Metropolitan Toronto, being Lots 4, 5, 6, 7, 8, 9, 10, 11, 26, 27, 28, 29 and 30 and Parts of Lots 22, 23, 24 and 25, according to Plan 660-Y, registered in the Land Registry Office (No. 63) - Registry Division of Toronto, designated as Parts 1 and 2 on a Plan of Survey of Record in the Land Registry Office (No. 66) - Land Titles Division of Toronto and York South at Toronto, as 66R-8721:

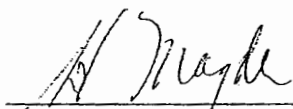


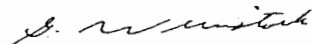
PROVINCE OF ONTARIO) I HARRY MAGDER
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Declaration and By-Laws of the said York Condominium
Corporation No. 323.

SWORN before me in the City)
)
of Toronto, in the Municipality)
)
of Metropolitan Toronto, this)
)
18th day of MAY)
)
1977.)





A Commissioner, etc.

The Land Titles Act

IN THE MATTER of the PLANNING ACT (as amended)

AND IN THE MATTER of the TITLE TO PART OF THE COMMON ELEMENTS OF YORK CONDOMINIUM CORPORATION NO. 323.

Transfer, Charge, Caution, Lease

AND IN THE MATTER OF A TRANSFER OF LICENSE AND RIGHT-OF-WAY AND AGREEMENT

THEREOF, FROM YORK CONDOMINIUM CORPORATION NO. 323

TO STARBURST INVESTMENTS LIMITED

DATED 27TH DAY OF APRIL, 1977

I, DENNIS M. BRANS,

of the City of Toronto, in the Municipality of Metropolitan Toronto,

MAKE OATH AND SAY AS FOLLOWS:

1. I am the solicitor for York Condominium Corporation No. 323, named in the above mentioned Instrument, and have knowledge of the matters hereinafter sworn.

2. The said Instrument, and the conveyance or other dealing with land affected thereby, do not contravene the provisions of The Planning Act, as amended, because York Condominium Corporation No. 323

Delete if not applicable

(a) ~~the person registered does~~ does not retain the fee or the equity of redemption in, or a power or right to grant, assign or exercise a power of appointment with respect to any land abutting the land affected by the Transfer of License and Right-of-Way and Agreement.

State other reason if any

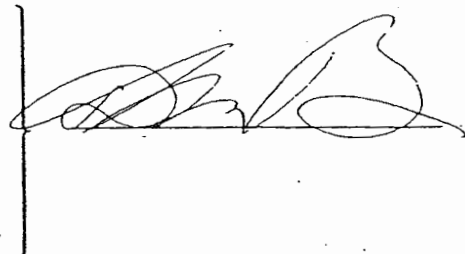
SWORN before me

at the City of Toronto,

in the Municipality of Metropolitan Toronto, this 1st

day of June,

1977



DUPLICATE

DATED APRIL 21ST, 1977.

No. **B. 54/335**

Received at the Office of Land Titles
at TORONTO at 2⁴⁰ o'clock

P.M. of the 10th day of **JUNE**

A.D. 19 **77** and entered in

Folio **1** Vol. **-** Parcel **-**

15TH COMMON ELEMENTS

GENERAL INDEX PARCEL

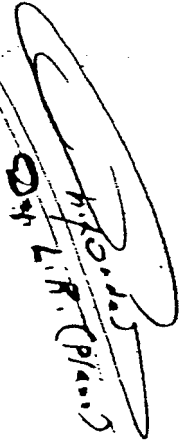
YORK CONDOMINIUM CORPORATION
NO. 323
- and -
STARBURST INVESTMENTS LIMITED

YORK COND. PLAN NO 323

**2ND PARCEL 4-2
SECTION A.660**

TRANSFER OF LICENSE AND RIGHT-
OF-WAY AND AGREEMENT

018-75/3246 - DMB/3:rc


H. J. R. (P. L. R.)
D. L. R.

**RECENTLY COMMON
ELEMENTS & GENERAL
INDEX**

YORK COND. PLAN NO 323

GOODMAN AND CAHR
2800 YORK CENTRE
145 KING STREET WEST
TORONTO, ONTARIO M5H 0K1

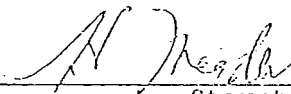
C E R T I F I C A T E

YORK CONDOMINIUM CORPORATION NO. 323 hereby certifies that the By-Law Number 5 attached hereto was made in accordance with The Condominium Act, being Chapter 77 of the Revised Statutes of Ontario, 1970 and any amendments thereto, the Declaration and By-Laws of the Corporation, and that the said By-Law Number 5 has not been amended and is in full force and effect.

DATED at the City of Toronto, in the Municipality of Metropolitan Toronto, this 27th day of April, 1977.

YORK CONDOMINIUM CORPORATION
NO. 323

By: _____



Secretary