

Properties

- PIN* 00413 - 0001 LT
- Description* UNIT 1, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
- Address* INGERSOLL

- PIN* 00413 - 0002 LT
- Description* UNIT 2, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
- Address* INGERSOLL

- PIN* 00413 - 0003 LT
- Description* UNIT 3, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
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- PIN* 00413 - 0004 LT
- Description* UNIT 4, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
- Address* INGERSOLL

- PIN* 00413 - 0005 LT
- Description* UNIT 5, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
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- PIN* 00413 - 0006 LT
- Description* UNIT 6, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
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- Description* UNIT 7, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
- Address* INGERSOLL

- PIN* 00413 - 0008 LT
- Description* UNIT 8, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
- Address* INGERSOLL

- PIN* 00413 - 0009 LT
- Description* UNIT 9, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
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- PIN* 00413 - 0010 LT
- Description* UNIT 10, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
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- PIN* 00413 - 0011 LT
- Description* UNIT 11, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
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PIN 00413 - 0012 LT
Description UNIT 12, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL

PIN 00413 - 0013 LT
Description UNIT 13, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL

PIN 00413 - 0014 LT
Description UNIT 14, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
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PIN 00413 - 0015 LT
Description UNIT 15, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
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PIN 00413 - 0016 LT
Description UNIT 16, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL

PIN 00413 - 0017 LT
Description UNIT 17, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL

PIN 00413 - 0018 LT
Description UNIT 18, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL

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Description UNIT 19, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL

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Description UNIT 20, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
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The applicant(s) hereby applies to the Land Registrar.

Properties

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Description UNIT 23, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
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Description UNIT 24, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
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Description UNIT 25, LEVEL 1, OXFORD VACANT LAND CONDOMINIUM PLAN NO. 119 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN CO158582; TOWN OF INGERSOLL
Address INGERSOLL

Applicant(s)

Name OXFORD VACANT LAND CONDOMINIUM CORPORATION NO. 119
Address for Service 195 Dufferin Avenue, Suite 800, London, ON N6A 1K7

Oxford Vacant Land Condominium Corporation No. 119 hereby certifies that by-law number 1 attached hereto See Schedules is a true copy of the by-law. The by-law was made in accordance with the Condominium Act. The owners of a majority of the units of the corporation have voted in favour of confirming the by-law.

I, Richard Sifton (President), have the authority to bind the corporation.

Signed By

Jeannette Yvonne Bronson	80 Dufferin Ave. London, ON N6A 4G4	acting for Applicant(s)	Signed	2016 12 29
Tel 519-672-4131				
Fax 519-672-3554				

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

LERNERS LLP	80 Dufferin Ave. London, ON N6A 4G4	2016 12 29
Tel 519-672-4131		
Fax 519-672-3554		

Fees/Taxes/Payment

<i>Statutory Registration Fee</i>	\$63.35
<i>Total Paid</i>	\$63.35

File Number

Applicant Client File Number : 932-2075

Condominium Act, 1998

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

Oxford Vacant Land Condominium Corporation No. 119 hereby certifies that:

1. The copy of By-Law Number 1, attached hereto, 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 20th day of December, 2016

**OXFORD VACANT LAND CONDOMINIUM
CORPORATION NO. 119**

Per: _____

Richard Sifton
President

I have authority to bind the Corporation.

BY-LAW NO. 1

Being a by-law relating generally to the transaction
of the business and affairs of:

OXFORD VACANT LAND CONDOMINIUM CORPORATION NO. 119

**ARTICLE 1
DEFINITIONS**

- 1.1 Definitions: Unless otherwise defined in this by-law, the terms used herein shall have ascribed to them the definitions contained in the *Condominium Act, 1998* (Ontario) (hereinafter called the "Act") and the Declaration of the Corporation.

**ARTICLE 2
SEAL**

- 2.1 Seal: The corporate seal of the Corporation shall be in the form impressed hereon. The seal shall at no time be used except by authority of the Board previously given. The Board shall be entitled to alter the existing seal and adopt a new seal at any time in its discretion.

**ARTICLE 3
RECORDS**

- 3.1 Requirement to Make and Retain Records: The Corporation or its duly appointed property management company shall keep adequate records as required by Section 55 of the Act, including, without restriction:
- (a) all financial books, records, reports, audited and unaudited financial statements, budgets, assessments and expenditures of common expenses or special assessments, invoices, cheques, receipts, deposits, banking documents and any other financial documents referred to in the Act, Declaration or by-laws of the Corporation for at least its past six (6) financial years;
 - (b) one or more minute books containing the minutes of all meetings of owners, the Board or any committee thereof, including all notices, agendas, requisitions, records of attendance, motions, resolutions, record of any votes tabulated, any proxies or ballots until properly destroyed and any written consents of owners;
 - (c) a copy of the Declaration, description, by-laws, rules, regulations and policies;
 - (d) all turnover lists, items, records, as-built plans and specifications and other documents mentioned in Sections 43(4) and (5) of the Act;
 - (e) any performance audit report, technical audit report, records pertaining to building deficiencies, damage or repair reports and all other existing evidence relating to any potential legal or insurance claim effecting the Corporation;
 - (f) a record of all reserve fund studies, updates, Form 15 reserve fund notices, reserve fund summaries, funding plans, statements of deficiencies and investment plans of the Corporation;
 - (g) a copy of all agreements, including, without restriction, a management agreement, mutual use agreement, insurance trust agreement, telecommunications agreement, owners' alterations agreement and any other agreements with any other contractor or agent for the provision of facilities, goods or services, any easements, leases, licences, deeds, transfers, mortgages or security agreements entered into by or on behalf of the Corporation and all documents arising in connection therewith;
 - (h) all plans, specifications, quotes, reports, statements, invoices and documents applicable to any material or services supplied to the Corporation;
 - (i) any report or opinion received from an inspector, administrator, mediator, arbitrator, appraiser, lawyer, auditor, engineer, contractor or agent, in any court order;

- (j) the record of owners and mortgagees, lease record, the names and addresses for service of the directors and officers, Property Manager and status certificate provided, as well as their respective terms of office;
 - (k) a copy of all notices sent or received on behalf of the Corporation;
 - (l) all requests for status or estoppel certificates and a copy of the certificates issued; and,
 - (m) a unit file for each unit containing confidential information including, without restriction, confidential information referred to in subparagraph 3.4(c) and any other non-confidential information pertaining to that unit, any owner and resident thereof and a copy of all consents for alterations to the units and/or the common elements in accordance with the Declaration and Act, including any owner's alterations agreement entered into with any owner.
- 3.2 Records Retention: The Corporation shall keep all financial records for at least six (6) years from the end of the last fiscal period to which they relate, in addition to satisfying the requirements of any taxing authority of Ontario, Canada or any other public authority to which the Corporation is subject. Only the Board may authorize the destruction of any of the Corporation's financial records beyond the aforesaid six (6) year deadline or any other records deemed by the Board to no longer be relevant.
- 3.3 Review of Records: Upon receiving a written request and reasonable notice, the Corporation shall permit an owner, a purchaser or a mortgagee of a unit or an agent of one of them duly authorized in writing, to examine the records of the Corporation, except those records described in paragraph 3.4, at a reasonable time for all purposes reasonably related to the purposes of the Act. Subject to such other arrangements as may be mutually agreed, specified non-confidential records may be reviewed by appointment at the location of the records at any time after five (5) business days' prior written notice given to the Corporation's manager for an appointment period not to exceed two (2) hours each, in a manner which does not disrupt the business operations, availability of staff and facilities and scheduling of the Property Manager or Corporation.
- 3.4 Limitations: The right to examine records under paragraph 3.3 does not apply to:
- (a) records relating to employees of the Corporation, except for contracts of employment between any of the employees and the Corporation;
 - (b) records relating to actual or pending mediation, arbitration, litigation or insurance investigations involving the Corporation;
 - (c) subject to paragraph 3.5, records relating to specific units, owners or residents, including, without restriction, an owner or resident's name, address and phone number, the contents of any resident information form, a lease or summary of lease, compliance demand, correspondence and documents, any personal, financial, health, safety or security data, documents and any other information pertaining to the unit owner, resident or unit designated by the unit owner or resident, or deemed to be confidential by the Board from time to time; or
 - (d) any draft or unapproved reports, contracts, documents, financial statements, budgets, financial meetings of owners, directors or a committee thereof, until approved by the Board, and the minutes of any *in camera* confidential discussions by the Board.
- 3.5 Unit Records: Subparagraph 3.4(c) does not prevent:
- (a) an owner, a purchaser or a mortgagee of a unit or an agent of one of them from examining records under paragraph 3.4 that relates to the unit of the owner, the unit being purchased or the unit that is subject to the mortgage, as the case may be; or
 - (b) an owner of a unit or an agent of an owner from examining records under paragraph 3.3 that relates to that owner.
- 3.6 Copies of Records: Each person who requests a copy of any records of the Corporation shall execute and deliver to the Corporation the Corporation's standard form Record Acknowledgment whereby the person covenants and agrees to comply with the requirements of this Article, prior to delivery of any such report to such person. The Board may establish and amend the Record Acknowledgment from time to time. The

Corporation shall, within a reasonable time, provide copies of the records to a person examining them, if the person so requests and pays a reasonable fee to compensate the Corporation for the labour and copying charges, including, without restriction, labour rates for processing a request to inspect or copy records, retrieval from archives, compiling, providing and supervising the review, selection and copying of selected records at a reasonable hourly rate allocated to each staff person involved, together with an overhead allocation at an equivalent hourly rate, along with the cost of paper, toner and a wear, work-and-tear component for equipment at a rate of an additional per copy cost, all of which costs shall be determined by the Board as reasonable costs chargeable from time to time. Use of a copy of any record of the Corporation or any information contained therein for the purpose of contacting the owners or mortgagees of the Corporation to solicit the purchase, sale or leasing of units, to provide advertising for or for any other commercial purpose, or to circulate defamatory information or for distribution to any public media is strictly forbidden. Any person who requests a copy of any of the Corporation's records and who uses any information contained therein for any purpose other than for the purposes of the Act or for the benefit of the Corporation shall be subject to a claim for damages which shall be deemed to be suffered by the Corporation, for a minimum liquidated amount of Five Hundred (\$500.00) Dollars which shall be deemed not to constitute a penalty, fine, administrative fee or common expense. The records of the Corporation shall be maintained on a private and confidential basis and neither copies of such records nor any information contained therein shall be distributed, copied, reproduced or otherwise disseminated to third parties, other than the directors, officers, managers, owners and professional advisors of the person who needs to know such information.

ARTICLE 4 **MEETING OF OWNERS**

- 4.1 Annual Meeting: The annual meeting of the owners shall be held at such place within the Town of Ingersoll, or such other location as may be convenient at such time and on such day in each year as the Board 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 read at and laid before the owners at an annual meeting; electing directors; appointing an auditor and fixing or authorizing the Board to fix the auditor's remuneration and for the transaction of such other business as may properly be brought before the meeting. Not more than six (6) months shall elapse following the date of the fiscal year end of the Corporation before the holding of the next annual general meeting.
- 4.2 Other Meetings: The Board may at any time call meetings of the owners of the Corporation to be held at such time and at such place within the Town of Ingersoll or such other location as may be convenient as may be set out in the notice for the transaction of any business, the nature of which shall be specified in the notice calling the meeting. The Board shall also call a meeting upon notice in writing of fifteen percent (15%) of the owners who together own at least fifteen percent (15%) of the units. Such meetings shall be held within thirty-five (35) days of the giving of such notice. If the Board does not within thirty-five (35) days from the date of any such notice call and hold such meetings, any of the owners may call the meeting which shall be held within forty-five (45) days from the date of receipt of the notice by the Board. The notice calling such meeting shall state the general nature of the business to be presented at the meeting, shall be signed by the owners who gave such notice and shall be deposited at the address for service of the Corporation.
- 4.3 Notices: Notice of the time and place of each annual, regular or other meeting of the owners shall be given not less than fifteen (15) days before the day on which the meeting is to be held, to the auditor of the Corporation, and to each owner, and mortgagee who is entered on the register. Such notices shall be in writing and shall be given to each owner personally, or by prepaid mail addressed to each owner at that owner's unit, or as otherwise provided by the Act, and to each mortgagee entitled to vote, personally or by prepaid mail addressed to the mortgagee at the address provided in the notice required to be given by the mortgagee as provided for hereafter. The Corporation shall not be obliged to give notice to any owner who has not notified the Corporation that he or she has become an owner or to any mortgagee who has not notified the Corporation of an address for service. Notice of meetings as hereinbefore required shall specify the place, the date, and the hour thereof and the nature of the business to be presented. Any required notice shall be deemed to be sufficiently given if given in accordance with this clause.

- 4.4 Reports and Minutes: A copy of the Financial Statement and a copy of the auditor's report shall be given to every owner and mortgagee entered on the register concurrently with the giving of the notice of the annual meeting. The Board shall lay before each annual meeting of owners a financial statement made in accordance with generally accepted accounting principles, the report of the auditor, if one has been engaged by the Corporation, to the owners and such further information respecting the financial position of the Corporation as the by-laws of the Corporation require.
- 4.5 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, any others entitled to vote thereat, directors and officers of the Corporation and others who although not entitled to vote, are entitled or required to be present at the meeting, which shall include the Property Manager, the auditor and the solicitor of the Corporation. Any other person may be admitted only on the invitation of the Chair of the meeting or with the consent of the meeting. The proceedings and business of the Corporation conducted at a meeting of owners is private and confidential for the benefit of the condominium owners and mortgagees only. Information and reports arising at a meeting of owners shall not be communicated or repeated in any public media or utilized in any manner which may result in devaluation of the units of the Corporation, provided that the Board, in its discretion, shall be entitled to provide statements or reports to third parties, any media or the public. All persons present at a meeting shall conduct themselves with decorum and integrity, and any person who disrupts a meeting may be removed by the Chair of the meeting.
- 4.6 Quorum: At any meeting of owners, a quorum shall be constituted when persons entitled to receive notice of the meeting and to vote at the meeting and owning not less than twenty five (25%) of the units are present in person or represented by proxy at such meeting.
- 4.7 Right to Vote: At each meeting of owners, every owner shall be entitled to vote who is entered on the register as an owner or has given written notice to the Corporation at its address for service that he or she is an owner. If a unit has been mortgaged, the person who mortgaged such unit (or his proxy) may nevertheless represent such unit at a meeting and vote in respect thereof, unless in the instrument creating the mortgage the owner has or is deemed to have authorized or empowered the mortgagee to vote, and the mortgagee has exercised such right in the manner required by the Act. In that event such mortgagee (or his or her proxy) may attend meetings and vote in respect of such unit. Any dispute over the right to vote shall be resolved by the Chair of the meeting upon reviewing such evidence as he may deem sufficient. All voting by such owners or mortgagees shall be on the basis of one vote per unit. Except where a unanimous vote of all owners is required by the by-laws or the Act, an owner is not entitled to vote at any meeting if any contributions payable in respect of his or her unit are in arrears for more than thirty (30) days prior to the meeting. This provision shall apply notwithstanding anything contained herein or in the Declaration to the contrary, but nothing herein or in the Declaration shall limit the right of a mortgagee to exercise the right of the owner to vote at such a meeting pursuant to a proxy contained in its mortgage.
- 4.8 Method of Voting: At any annual general or other meeting, any question shall be decided by a show of hands unless a recorded vote is demanded by a person, entitled to vote in person or by proxy, and unless a recorded vote is so demanded a declaration by the Chair that such question has by the show of hands been carried is prima facie proof of that fact. No vote shall be taken at a meeting of owners on any matter other than routine procedure unless that matter was clearly disclosed in the notice or agenda of the meeting, provided that no vote shall be taken at a meeting designated as an Information Meeting.
- 4.9 Representatives: An executor, administrator, committee of a person declared incapable of managing property, attorney, guardian or trustee (and where a corporation acts in such capacity any person duly appointed a proxy for such corporation) upon filing with the Secretary of the meeting sufficient proof of his or her appointment, shall represent the owner or mortgagee at all meetings of the members of the Corporation and may vote in the same manner and to the same extent as such member. If there be more than one executor, administrator, committee, attorney, guardian or trustee, the provisions of paragraph 4.11 of this by-law shall apply.

- 4.10 Proxies: Every owner or mortgagee entitled to vote at meetings of owners may by instrument in writing appoint a proxy, who need not be an owner or mortgagee, to attend and act at the meeting in the same manner, to the same extent and with the same power as if the owner or mortgagee were present at the meeting. The instrument appointing a proxy shall be in writing signed by the appointer or his 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.
- 4.11 Co-Owners: If a unit or a mortgage on a unit is owned by two or more persons, any one of them present or represented by proxy may in the absence of the other or others vote, but if more than one of them are present or represented by proxy, they shall vote in the same way, failing which the vote for such unit shall not be counted. All voting by such owners or mortgagees shall be on the basis of only one vote per unit in any event.
- 4.12 Votes to Govern: At all meetings of owners every question shall, unless otherwise required by the Act or the Declaration or by-laws be determined by a majority of the votes duly cast on the question. The Chair shall not, in the case of a tie, cast a deciding vote, but shall be entitled to a vote in the normal course as the owner of a unit or as the proxy appointed pursuant to a proxy instrument.
- 4.13 Meeting Chair: The Board shall be entitled to appoint the Chair of all meetings of directors and owners, failing which the President of the Corporation shall act as Chair of all such meetings, but in the event the President is unable or unwilling to do so, any director in order of seniority shall chair such meetings. The Chair shall act impartially and in the best interests of the Corporation as a whole to ensure the meeting is duly constituted and carries on business on a relevant, orderly and timely basis in accordance with the agenda and the powers, rights and duties set out in the Act and the Corporation's Declaration, by-laws and rules of order. A person wishing to be a candidate as a director shall not chair a portion of a meeting of owners during which an election of directors will be held. The Chair approved by the Board need not be a unit owner, however notwithstanding paragraph 4.12 of this by-law, the Chair shall not vote unless the Chair is the owner of a unit or the proxy appointed pursuant to a proxy instrument.
- 4.14 Chair's Final Decisions: The Chair shall appoint the recording secretary who shall record the minutes of the meeting and the scrutineers who shall act impartially and fairly to collect, tabulate and report to the Chair the results of any election vote or such other vote results as may be requested by the Chair. The decision of the Chair is final and binding with respect to determination of the right of persons to attend a meeting of owners, registration requirements, attainment of quorum, proper notice, whether the meeting is duly constituted, rulings on procedural matters, rules of order, relevancy, timing, the validity of proxies, ballots, votes, scrutineers' reports and the conduct of the meeting, subject to legal requirements of administrative fairness.
- 4.15 Requisitioned Meetings: A requisition for a meeting of owners may be made by those owners who at the time the Board receives the requisition, own at least fifteen percent (15%) of the units, are listed in the record maintained by the Corporation under Subsection 47(2) of the Act and are entitled to vote. The requisition shall fully comply with the Act, shall clearly state the nature of the business to be presented and, if removal of a director is proposed, shall clearly state the name of the director, the reasons for the removal and whether or not the director occupies a position on the Board reserved for voting by owners of owner-occupied units. The specific reasons for removal must be clearly detailed in order to provide owners and each director who is proposed to be removed with a clear understanding of the particulars upon which any allegations justifying removal are founded. Generally stated reasons for removal of one or more directors shall not suffice. Persons who make any oral or written statements during proxy solicitations, in newsletters or at a requisitioned meeting shall conduct themselves with decorum and integrity, exercising due diligence to ascertain the accuracy of their statements and avoiding defamation. All requisitioned meetings shall be held in accordance with this by-law and the Corporation's rules of order.

ARTICLE 5 **THE CORPORATION**

- 5.1 Duties of the Corporation: The duties of the Corporation shall include, but shall not be limited to the following:
- (a) Control, management, administration, operation, care, upkeep and maintenance of the common elements and assets of the Corporation;

- (b) Collection of the common expense charges from the owners;
- (c) Preparation of the annual budget for the Corporation;
- (d) Obtaining and maintaining insurance for the Property as may be required by the Act, the Declaration or the by-laws;
- (e) Repairing and restoring the common elements in accordance with the provisions of the Act, the Declaration and by-laws;
- (f) Causing audits to be made after every year end and making auditors' statements available to the owners and mortgagees as required by the Declaration or the Act;
- (g) Keeping accurate accounting records and keeping such records open for inspection at the request of unit owners upon reasonable notice;
- (h) Establishing and maintaining one or more reserve funds;
- (i) Effecting compliance with the Act, the Declaration, the by-laws and the rules and regulations from time to time.

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

- (a) Employment and dismissal of personnel or agents necessary for the maintenance and operation of the common elements;
- (b) Adoption and amendment of rules and regulations concerning the operation and use of the Property;
- (c) Employment of a Property Manager 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 a manner as the Board may deem reasonable;
- (e) Investing reserves held by the Corporation, provided that such investment shall be those permitted by the *Trustee Act* (Ontario) or any successor statute and amendments thereto, and convertible into cash in not more than ninety (90) days;
- (f) To settle, adjust, compromise or refer to arbitration or the courts any claim or claims which may be made upon or which may be asserted on behalf of the Corporation;
- (g) Borrowing such amounts as in its discretion are necessary or desirable in order to carry out the objects and duties of the Corporation and to secure any such loan by mortgage, pledge or charge of any asset owned by the Corporation and to add the repayment of such loan to the common expenses, subject to Article 21 below;
- (h) Entering into such agreements, leases or licenses as deemed appropriate and reasonable by the Board, whether in relation to the Common Elements or otherwise;
- (i) To retain and hold any securities or other property, whether real or personal, which shall be received by the Corporation, whether or not the same is authorized by any law, present or future for the investment of trust funds;
- (j) To sell, convey, exchange, assign or otherwise deal with any real or personal property at any time owned by the Corporation at such price, on such terms and in such manner as the Corporation in its sole discretion deems advisable and to do all things and execute all documents required to give effect to the foregoing subject to the provisions of Section 97 of the Act.

- 5.3 Tax Assessment Appeals: The Corporation is authorized to object on behalf of owners to assessments of realty taxes arising under the *Assessment Act* (Ontario) against owners' units and their appurtenant common interest, if the Corporation gives notice of the objection to the owners in accordance with the notice requirements set out in the by-laws of the Corporation. The Corporation is authorized to defray the cost of objections out of the common expenses. The Corporation shall have the capacity and authority to make a complaint under Section 40 of the *Assessment Act* (Ontario) on behalf of owners, but shall not be liable for any alteration in the assessment of a unit or for any other matter relating to the complaint, except for the cost of the complaint. Any reduction in the realty tax assessment applicable to any units and reduced municipal taxes shall accrue to the benefit of the owners of such units. An owner shall be entitled to withdraw a complaint that the Corporation has made on the owner's behalf by giving written notice to the Corporation's Board and to the Assessment Review Board before the hearing of a complaint under Section 40 of the *Assessment Act* (Ontario). On receipt of such notice from the owner, the Corporation will take all reasonable steps without delay withdraw any appeal filed on behalf of the owner in respect of the unit assessment. The Corporation shall not appeal any unsuccessful complaint pertaining to an assessment without first giving prior notice to the owners, and subject to such criteria as the Board may establish in its discretion.

ARTICLE 6 **BOARD OF DIRECTORS**

- 6.1 Board: The Board shall manage the affairs of the Corporation.
- 6.2 Standard of Care: Every director of the Corporation shall exercise the powers and discharge the duties of his or her office honestly and in good faith.
- 6.3 Quorum: Until changed by a by-law, the number of directors shall be not less than three (3), of whom one-half or more 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.
- 6.4 Qualification: Qualifications for election to the Board shall be governed by the following:
- (a) each director shall be at least eighteen (18) years of age;
 - (b) a person who is a Property Manager or staff member of the Corporation or its property management company or any contractor or agent thereof shall not qualify to become a director of the Corporation, and in the event a director enters into such role, such director thereupon shall cease to be a director and shall be deemed to have tendered his or her resignation upon written notice given by the Board to such person, provided that no such restriction shall apply to an employee, director or officer of the Declarant;
 - (c) no undischarged bankrupt, person deemed incapable of managing property, person convicted of a crime under the Criminal Code in the past six (6) years for which a pardon has not been received, or person with respect to whom the Corporation's insurer declines to provide errors and omissions insurance or fidelity bonding, shall be a director and if a director becomes disqualified for any of those reasons, the person thereupon shall cease to be a director and shall be deemed to have tendered his or her resignation upon written notice given by the Board to such person;
 - (d) in the event a certificate of lien has been registered against a unit owned by a director or candidate to become a director and the person does not obtain a discharge of the lien within ninety (90) days after registration of the lien, such person thereupon shall cease to be a director and shall be deemed to have tendered his or her resignation upon receipt of written notice given by the Board to such person;
 - (e) in the event a director fails to attend three (3) consecutive board meetings or a minimum of two-thirds of all board meetings properly called and held during any twelve (12) month period, or if a director becomes involved as a party in any litigation or arbitration in opposition to the Corporation, or in the event it is determined by an Order of an arbitrator or Court that a director has breached his or her duty of honesty and good faith or has failed to declare a conflict of interest, the remaining directors by a vote of two thirds (2/3) thereof shall be entitled to disqualify such person as a director whereupon such person shall cease to be a

director and shall be deemed to have tendered his or her resignation upon receipt of written notice given by the Board to such person;

- (f) a director candidate need not be an owner or resident of a unit of the Corporation at the time of election or during the Director's term of office, provided that a majority of the directors remaining in office at the time of the candidate's election are resident owners of a unit or representatives of the Declarant, and provided that no more than one (1) resident owner per unit of the Corporation shall be a director; and
- (g) the director who is resigning or whose term has expired is eligible for re-election, in compliance with the qualifications set out herein.

6.5 Consent to Act: A person who is elected or appointed a director shall not be a director unless the person consents to act as a director. The person shall be deemed to consent if the person is present at the meeting when elected or appointed and did not refuse to act as a director. If the person was not present at the meeting when elected or appointed, the person may consent to act as a director in writing before the person's election or appointment or within ten (10) days thereafter. The election or appointment of a person as a director contrary to this Article is ineffective.

6.6 Term: The directors of the Corporation shall be elected in rotation to serve a term of three (3) years and upon the expiration of their respective terms of office shall retire, but shall be eligible for re-election. In the event that more than one director is to be elected at any one time, and subject to paragraph 6.7 below, at the time of the election the directors shall be elected in whatever manner is deemed appropriate by the Chair of the meeting so that the incoming directors are elected to staggered terms such that the term of at least one director shall end at each annual meeting of the owners.

6.7 Removal of Director and Filling of Vacancies: Any director may be removed before the expiration of his or her term by a vote of owners who together own a majority of the units, and the owners may elect, in accordance with the by-laws dealing with the election of directors, any person qualified to be a member of the Board under the Declaration or by-laws for the remainder of the term of the director removed. A director is deemed to have resigned forthwith upon becoming a party (be it applicant, plaintiff, complainant, defendant, respondent or otherwise) to a lawsuit or application wherein the Corporation is an opposing party to such director. If a vacancy in the membership of the Board occurs other than by removal by the owners as provided for above or as a result of the number of directors being increased, the majority of the remaining members of the Board may appoint any person qualified to be a member of the Board under the Declaration or by-laws to fill the vacancy until the next annual meeting, at which time the vacancy shall be filled by election by the owners.

6.8 Absent Directors: If a director (herein an "Absent Director") fails to attend more than fifty per cent (50%) of the meetings of the Board in any six (6) month period or should he or she fail to attend three (3) sequential Board meetings (herein a "Trigger Event"), then the other directors shall have the authority to remove the Absent Director in accordance with this paragraph. The Absent Director may be removed by a majority vote of the other directors in attendance at a meeting of the directors held in accordance with the Act and the by-laws of the Corporation. The Absent Director is not entitled to vote on the question of his or her removal and the Absent Director does not count in determining if the meeting of the directors has quorum. The written notice of the meeting at which the vote relating to the removal of the Absent Director is to be held must indicate the purpose of the meeting and must be given to all directors including the Absent Director within sixty (60) days after the Triggering Event failing which the right of the remaining directors to remove the Absent Director on account of the failure to attend meetings of the Board prior to the Trigger Event shall come to an end and do not count toward determining if a future Trigger Event has occurred. The Absent Director's term of office shall terminate immediately upon a majority vote by the remaining directors in favour of such termination, which vacancy shall be filled in accordance with paragraph 6.7 of this Declaration. The authority granted to remove a director is in addition to and shall not limit any right to remove a director pursuant to this Declaration and the provisions of the Act.

6.9 Calling of Meetings: Meetings of the Board shall be held from time to time at such place and at such time and on such day as a quorum of the directors may determine, and the Secretary shall call meetings when directly authorized by the said quorum of directors. Notice of any meeting so called shall be given personally, by ordinary mail or any other acceptable notice of communication to each director not less than three (3) clear days before the time when the meeting is to be held, save that no notice of a meeting shall be necessary if all the directors are present and consent to the holding of such meeting or if

those absent have waived notice of or otherwise signified in writing their consent to the holding of such meeting. Notwithstanding the above, the Board may without notice hold its first meeting for the purpose of organization and the election and appointment of officers immediately following the election and appointment of directors by the unit owners provided a quorum of directors be present.

- 6.10 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.
- 6.11 Electronic Participation: A meeting of the directors may be held by teleconference or other form of communication system that allows the directors to participate concurrently, if all the directors of the Corporation consent to such means used for holding the meeting. The directors' consent may be evidenced by a unanimous resolution of the Board or by individual written consent of all directors, either with respect to a specific occasion or during any and all board meetings thereafter until revoked by any director, provided that no director shall revoke his or her consent except by written notice delivered to the Corporation at least three (3) days before the next meeting of directors. For the purposes of this Article, electronic mail shall be included as a form of communication system that allows the directors to participate concurrently.
- 6.12 Interest of Directors in Contracts:
- (a) Every director of the Corporation who has, directly or indirectly, any material interest in any material contract or transaction to which the Corporation is or is to be a party, other than a contract or transaction in which his or her interest is limited solely to his or her remuneration as a director, officer or employee, shall declare in writing his or her interest in such contract or transaction at a meeting of the directors of the Corporation and shall at that time disclose the nature and extent of such interest including, as to any contract or transaction involving the purchase or sale of property by or to the Corporation, the cost of the property to the purchaser and the cost thereof to the seller, if acquired by the seller within five (5) years before the date of the contract or transaction, to the extent to which such interest or information is within his or her knowledge or control, and shall not vote and shall not in respect of such contract or transaction be counted in the quorum.
 - (b) The written declaration required in subparagraph 6.12(a) shall be made at the meeting of the directors at which the contract or transaction is first considered, or if the director is not at the date of the meeting interested in the contract or transaction, at the next meeting of the directors held after he or she becomes so interested, or if the director becomes interested in a contract or transaction after it is entered into, at the first meeting of the directors held after he or she becomes so interested, or if a contract or a transaction is one that in the ordinary course of the Corporation's business would not require approval by the directors or owners, at the first meeting of the directors held after the director becomes aware of it.
 - (c) If a director has made a declaration and disclosure of his interest in a contract or transaction in compliance with this paragraph 6.12 and has not been present during discussions regarding the contract or transaction and has not voted in respect of the contract or transaction at the meeting of the directors of the Corporation, the director, if he or she was acting honestly and in good faith at the time the contract or transaction was entered into, is not by reason only of his or her holding the office of director accountable to the Corporation or to its owners for any profit or gain realized from the contract or transaction, and the contract or transaction is not voidable by reason only of the director's interest therein.
 - (d) Notwithstanding anything in this paragraph 6.12, a director, if he or she was acting honestly and in good faith, is not accountable to the Corporation or to the owners for any profit or gain realized from any such contract or transaction by reason only of his holding the office of director, and the contract or transaction is not, by reason only of the director's interest therein, voidable,
 - (i) if the contract or transaction is confirmed or approved by at least two-thirds of the votes cast at a meeting of the owners duly called for that purpose; and

- (ii) if the nature and extent of the director's interest in the contract or transaction are declared and disclosed in reasonable detail in the notice calling the meeting. For the purpose of this paragraph 6.12, a general notice to the directors by a director declaring that he or she is a director or officer of or has a material interest in an entity that is a party to a contract or proposed contract with the Corporation is a sufficient declaration of interest in relation to any contract so made.
- 6.13 Protection of Directors and Officers: No director or officer of the Corporation shall be liable for the acts, neglect or default of any other director or officer or for joining in any act for conformity or for any loss or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired by order of the Board for or on behalf of the Corporation, or for the insufficiency or deficiency of any security in or upon which any of the monies of the Corporation shall be invested or for any loss or damage arising from the bankruptcy, insolvency or 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 judgment or oversight on his part or for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of his or her office or in relation thereto, provided that such director or officer acted honestly and in good faith, and has exercised the care, diligence, and skill that a reasonably prudent person would exercise in comparable circumstances.
- 6.14 Indemnity of Directors and Officers: Subject to the provisions of subsection 38(2) of the Act, every director or officer of the Corporation and his heirs, executors and other legal personal representatives shall from time to time and at all times be indemnified and saved harmless by the Corporation from and against:
 - (a) any liability and all costs, charges and expenses which such director or officer sustains or incurs in respect of any action, suit or proceeding which is proposed or commenced against him or her for or in respect of anything done, omitted to be done or permitted or refused to be permitted by him or her in respect of the execution of the duties of his or her office:
 - (b) all other costs, charges, and expenses which he or she properly sustains or incurs in respect of the affairs of the Corporation; provided such director or officer acted honestly and in good faith.
- 6.15 Insurance for Directors and Officers: The Corporation shall obtain and maintain Directors' and Officers' Liability Insurance, on terms acceptable to the Board, subject to the following:
 - (a) The policy shall provide for coverage on a full claims-made basis, covering any claims made during the term of the policy arising out of any "wrongful act" since the registration of the Corporation. The policy shall therefore provide insurance protection for the actions of all past and present directors and officers of the Corporation;
 - (b) The policy shall provide coverage on identical terms to all past and present directors and officers of the Corporation and they all shall be insureds under the policy. Without limiting the generality of the foregoing, the policy shall contain no exclusions which apply only to certain past or present directors and officers of the Corporation, and therefore not to all past or present directors of the Corporation;
 - (c) The Corporation shall be an insured under the policy, and the coverage shall extend to any claims under the policy for which the Corporation may be required to afford indemnity under the provisions of the Act and/or the Corporation's by-laws;
 - (d) The policy shall not specifically exclude coverage for claims asserted by the Corporation;
 - (e) A copy of this by-law shall be provided to the Directors' and Officers' Liability Insurer and shall be attached to any application for Directors' and Officers' Liability Insurance; and,
 - (f) The Corporation's Property Manager, if any, may be included as an additional insured under the policy.
- 6.16 Compensation: The directors may only receive such compensation as is provided for by a by-law of the Corporation. Notwithstanding the foregoing, no such by-law shall be

required with respect to any reimbursement of reasonable expenditures made by any director on behalf of the Corporation pursuant to any paid invoice or receipt in a reasonable amount for an appropriate expenditure or with respect to any reasonable meal expenses incurred during board meetings or while conducting the business of the Corporation, provided that expenses shall be restricted to reasonable amounts which are not excessive.

ARTICLE 7 **OFFICERS**

- 7.1 Standard of Care: Every officer of the Corporation shall exercise the powers and discharge the duties of his office honestly and in good faith.
- 7.2 Elected Officers: At the first meeting of the Board after each election of directors, the Board shall elect from among its members a President. In default of such election the then incumbent if a member of the Board, shall hold office until his or her successor is elected. A vacancy occurring from time to time in such office may be filled by the Board from among its members.
- 7.3 Appointed Officers: From time to time the Board shall appoint a Secretary and may appoint one or more Vice-Presidents, a Property 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 secretary and of treasurer, he or she may be known as Secretary-Treasurer. A vacancy occurring from time to time in such offices may be filled by the Board.
- 7.4 Term of Office: The officers of the Corporation shall be elected or appointed to hold office until the first meeting of the Board after the next annual meeting following their election or appointment. The officers shall be eligible for re-election or re-appointment. Officers may continue to act until their successors are elected or appointed. In the absence of a written agreement to the contrary, the Board may remove at its pleasure any officer of the Corporation at any time.
- 7.5 President: The President shall, when present, preside at all meetings of the owners and of the Board and shall be charged with the general supervision of the business and affairs of the Corporation. Except when the Board has appointed a Property Manager, the President shall also have the powers and be charged with the duties of that office.
- 7.6 Vice-President: During the absence of the President his or her duties may be performed and his powers may be exercised by the Vice-President. No Vice-President shall preside at a meeting of the Board or at a meeting of owners who is not qualified to attend the 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.
- 7.7 Secretary: The Secretary shall give or cause to be given all notices required to be given to the owners, directors, auditors, mortgagees and all others entitled thereto; he or 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 or she shall be the custodian of all books, papers, records, documents and other instruments belonging to the Corporation and he or she shall perform such other duties as may from time to time be prescribed by the Board.
- 7.8 Treasurer: The Treasurer shall keep or cause to be kept full and accurate books of account in which shall be recorded all receipts and disbursements of the Corporation and, under the direction of the Board, shall control the deposit of money, the safekeeping of securities and the disbursements of the funds of the Corporation; he or she shall render to the Board at the meeting thereof or whenever required of him or her an account of all his or her transactions as Treasurer and of the financial position of the Corporation; and he shall perform such other duties as may from time to time be prescribed by the Board. The offices of Secretary and Treasurer may be combined.

- 7.9 Property Manager The Property Manager, if one be appointed, shall have the general management and direction, subject to the authority of the Board and the supervision of the President, of the Corporation's business and affairs and the power to appoint and remove any and all employees and agents of the Corporation not elected or appointed directly by the Board and to settle the terms of their employment and remuneration. The terms of employment and remuneration of the Property Manager appointed by the Board shall be settled from time to time 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 the Board requires 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 power from time to time to appoint agents or attorneys for the Corporation with such powers of management or otherwise (including the power to sub-delegate) as may be thought fit.
- 7.12 Committees: The Board may from time to time establish or constitute such advisory committees to advise and make recommendation to the Board in connection with any activities undertaken (or under consideration) by the Board, including those related to management, budgets, rules and/or any other matters related to the common elements or any facilities, services or amenities (or any portion thereof). The members of such committee shall be appointed by the Board to hold office, and may be removed at any time by resolution of the Board.

ARTICLE 8

BANKING ARRANGEMENTS AND CONTRACTS

- 8.1 Banking Arrangements: The banking business of the Corporation or any part thereof shall be transacted with such bank, credit union or trust company as the Board may designate, appoint 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 such one or more officers or other persons as the Board may designate, direct or authorize from time to time by resolution, and to the extent therein provided, including, without restricting the generality of the 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, bankers acceptances, bills of exchange and orders relating to any property of the Corporation; the execution of any agreement relating to such banking business and defining the rights and powers of the parties thereto; and the authorizing of any officer of such banker to do any act or thing on the Corporations behalf to facilitate such banking business.
- 8.2 Execution of Instruments: Subject to the provisions of the Act, the Declaration or any by-laws the Corporation:
- (a) by-laws, rules, certificates, statutory reforms, deeds, transfers, assignments, leases, licences, easements, mortgages, security agreements and any other agreement, or obligation of the Corporation shall be signed and duly authorized to do so, by the President and Secretary of the Corporation or by any director who may, but need not be, an officer of the Corporation, or as the Board may from time to time by resolution decide;
 - (b) subject to the Act and the Declaration, but notwithstanding any provisions to the contrary contained in the by-laws of the Corporation, the Board may, by resolution at any time and from time to time, direct the manner in which a person or persons by whom any document or obligation of the Corporation may or shall be signed, and any such person shall be deemed to be an authorized signing officer of the Corporation and shall be entitled to bind the Corporation;
 - (c) notwithstanding that the Corporation has a seal, any document that would otherwise require a seal need not be executed under seal, provided the statement "I/We have the authority to bind the Corporation" is noted below the signature(s) of the person(s) duly authorized to sign the document and such a document has the same effect for all purposes as if executed under seal;
 - (d) any contract or obligation within the scope of any management agreement entered into by the Corporation may be executed by the Property Manager on behalf of the Corporation in accordance with the provisions set out in such management agreement;

- (e) any member of the Board, the Property Manager or a lawyer appointed by the Board may execute a status certificate and cause the corporate seal to be affixed thereon provided the Property Manager or Treasurer has examined the records and confirmed that the particulars set out in the status certificate are accurate; and,
- (f) any two (2) members of the Board, the Property Manager or a lawyer appointed by the Board may execute and issue a Notice of Lien to Owner, Certificate of Lien, Discharge of Lien or Notice of Power of Sale, together with any other applicable letters, documents or further assurances arising in connection therewith.

ARTICLE 9 FINANCIAL

- 9.1 Financial Year: Until otherwise ordered by the Board, the financial year of the Corporation shall, in each year, end on the last day of the calendar month immediately prior to the calendar month in which the Declaration was first registered or on such other day as the Board by resolution determines.

ARTICLE 10 LEASING OF UNITS

- 10.1 Exemption from Leasing Requirements: The provisions of this Article 10 apply to all persons including but not limited to owners, tenants, invitees, occupants and visitors, provided that, subject to the below, this by-law does not apply to any owner, tenant or occupant legally residing in a unit at the time this by-law comes into force, and who continues to occupy the unit after such date. This exemption shall extend only to the specific unit occupied by that owner, tenant or occupant.
- 10.2 Requirement to Comply with Laws: Notwithstanding the provisions of paragraph 10.1 above, owners, tenants and occupants who qualify for the exemption from this by-law must still comply with all applicable legislation and are still subject to the Declaration, rules and by-laws, including but not limited to those with respect to causing a nuisance or hazard to another person and unreasonably interfering with the rights of another person to use and enjoy the common elements, exclusive use common elements, or another unit.
- 10.3 Leasing Requirements: Subject to the Act and the Declaration, where an owner, or any person on behalf of an owner, leases a unit or offers a unit for lease, the owner shall, within thirty (30) days of entering into a lease or a renewal thereof:
- (a) notify the Corporation that the unit has been leased;
 - (b) provide the Corporation with the tenant's name, the owner's address for service and a copy of the lease or renewal agreement or a summary thereof in accordance with Form 5 as prescribed by Section 40 of Regulation 49/01, or any successor form thereto;
 - (c) provide the Corporation with a covenant or agreement executed by the tenant substantially in the following form:

"I acknowledge and agree that I, the members of my household, my employees, licensees, invitees and my guests from time to time, will, in using the Unit rented by me and the Common Elements, comply with the *Condominium Act, 1998*, the Declaration, the by-laws and all rules and regulations of the Condominium Corporation, during the term of my tenancy, and will be subject to the same duties imposed by the above as if I were a Unit Owner, except for the payment of common expenses, unless otherwise provided by the *Condominium Act, 1998*."
 - (d) provide the tenant with a copy of the Declaration, the by-laws and the Rules of the Corporation.
- 10.4 Written Notice on Termination: The owner shall notify the Corporation in writing in the event that a lease of the owner's unit is terminated and not renewed.
- 10.5 Liability for Common Expenses: No tenant shall be liable for the payment of common expenses unless notified in writing by the Corporation that the owner is in default of payment of common expenses, in which case the tenant shall deduct from the rent

otherwise payable to the owner, the owner's share of the common expenses, and shall pay the owner's share to the Corporation.

- 10.6 Owner Liability when Renting: Any owner leasing a unit shall not be relieved thereby from any obligations with respect to the unit, which obligations shall be joint and several with any tenant.
- 10.7 Sublets and Assignments: In the event that a tenant or occupant sublets or assigns his or her right to occupy the unit, this by-law shall apply to any such sublet or assignment as if the tenant or occupant was the owner of the unit.
- 10.8 No Short-Term Leasing: No owner shall lease or permit occupancy of his or her unit by a tenant or occupant, or enter into a lease, rental agreement or other form of agreement permitting occupancy of a unit by someone other than the owner, for a period of less than six (6) months from the later of the date such tenancy or occupancy commences or is renewed. This prohibition shall not apply to tenants or occupants who are "related persons" to the owner, as that term is defined in the *Income Tax Act* (Canada), or to legal tenants or occupants of a unit on the day this by-law comes into force.

ARTICLE 11 NOTICE

- 11.1 Method of Giving Notice by the Corporation: Any notice, communication or other document, including budgets and notices of assessments required to be given or delivered by the Corporation shall be sufficiently given if delivered personally to the person to whom it is to be given, or if delivered to the address noted in the record required pursuant to subsection 47(1) of the Act (the "register"), or if mailed by prepaid ordinary mail in a sealed envelope addressed to him or her at such address, or if sent by means of wire or wireless or any other form of transmitted or recorded communication to such address, or as otherwise provided by the Act. Such notice, communication or document shall be deemed to have been given when it is delivered personally or delivered or mailed to the address aforesaid; provided that a notice, communication or document so mailed shall be deemed to have been given three (3) business days following its deposit in a post office or public letter box and a notice sent by any means of wire or wireless or any other form of transmitted or recorded communication shall be deemed to have been given when transmitted unless the Corporation is or ought to be aware that such transmission was not successfully completed.
- 11.2 Notice to the Board or Corporation: Any notice, communication or other document to be given to the Board or Corporation shall be sufficiently given if mailed by prepaid ordinary mail in a sealed envelope addressed to it at the address for service of the Corporation set out in the Declaration or as changed in accordance with the provisions of the Act. Any notice, communication or document so mailed shall be deemed to have been given three (3) business days following its deposit in a post office or public letter box.
- 11.3 Omissions and Errors: The accidental omission to give any notice to anyone entitled thereto or the non-receipt of such notice or any error in any notice not affecting the substance thereof shall not invalidate any action taken at, any meeting held pursuant to such notice or otherwise founded thereon.

ARTICLE 12 ASSESSMENT AND COLLECTION OF COMMON EXPENSES

- 12.1 Duties of the Board: All expenses, charges and costs of maintenance or replacement of the common elements and any other expenses, charges or costs which the Board may incur or expend pursuant hereto shall be assessed by the Board and levied against the owners in the proportions in which they are required to contribute to the common expenses as set forth in the Declaration. The Board shall from time to time and at least annually prepare a budget for the Corporation and determine by estimate the amount of common expenses for the next ensuring fiscal year or remainder of the current fiscal year as the case may be. The Board shall allocate and assess such common expenses as are set out in the budget for such period among the owners according to the proportion in which they are required to contribute to the common expenses as set forth in the Declaration. The Board shall notify all owners promptly in writing of the amount of common expenses payable by each of them respectively determined as aforesaid and shall deliver copies of each budget on which such common expenses are based, to all owners and mortgagees entered on the register.
- 12.2 Reserve Fund: The Corporation shall establish and maintain one or more reserve funds and shall collect from the owners, as part of their contribution towards common

expenses, amounts that, calculated on the basis of expected repair and replacement costs and life expectancy of the common elements and the assets of the Corporation, are reasonably expected to provide sufficient funds for major repair and replacement of common elements and assets of the Corporation, but in no event shall the contributions to the reserve fund or funds be less than ten percent (10%) of the amount required for contributions to the common expenses exclusive of the reserve fund until completion of reserve fund study per Section 94 of the Act. Major repair and replacement shall be for long term, nonrecurring expenses of more than Five Thousand Dollars (\$5,000.00) adjusted for inflation annually, in any fiscal year. No part of a reserve fund shall be used except for the purposes of major repair and replacement of common elements and assets of the Corporation. The amount of a reserve fund shall constitute an asset of the Corporation and shall not be distributed to any owner except on termination of the Corporation. Investment of reserve funds shall be in accordance with Section 115 of the Act.

- 12.3 Owner's Obligation: Each owner shall be obliged to pay to the Corporation or as it may direct the amount of the assessment for common expenses in equal monthly instalments on the first day of each and every month next following delivery of such assessment until such time as a new assessment shall have been delivered to such owner. Each unit owner shall deliver annually on the 1st day of June (or on such other day as the Corporation may determine) twelve (12) post-dated cheques representing payment of such owner's common expenses. Instead of post-dated cheques, the Board at its option may require each owner to provide the Corporation with a pre-authorized payment plan for the payment of common expenses.
- 12.4 Extraordinary Expenditures: Extraordinary expenditures not contemplated in the foregoing budget and for which the Board shall not have sufficient funds may be assessed at any time during the year in addition to the annual assessment, by the Board serving notices of such further assessment on all owners which shall include a written statement setting out the reasons for extraordinary assessment, and such extraordinary assessment shall be payable by each owner within thirty (30) days after the delivery thereof to such owner, or within such further period of time and in such instalments as the Board may determine.
- 12.5 Conveyance of a Unit: No owner shall be liable for the payment of any part of the common expenses assessed against his unit prior to a transfer by him of such unit but payable by him subsequent thereto, provided that he first gives notice of such assessment to the transferee of the unit.
- 12.6 Default: If in Default in Payment of Assessment:
- (a) Arrears of payment required to be made under the provisions of this Article 12 shall bear interest at the rate of two percent (2%) per month, compounded monthly until paid, representing an annual rate of interest of 26.82%.
 - (b) In addition to any remedies or liens provided by the Act if any owner is in default in payment of any common expenses levied against him or her for a period of thirty (30) days, 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 as between a solicitor and his own client.
- 12.7 Lien: Notwithstanding anything herein contained to the contrary, where the owner defaults in his or her obligation to contribute to the Corporation towards the common expenses in the proportion allocated to his or her unit, the Corporation has a lien for the unpaid amount against that unit and its appurtenant common interest together with all reasonable costs, charges and expenses incurred by the Corporation in connection with the collection or attempted collections of the unpaid amount. The said lien expires three (3) months after the default that gave rise to the lien first occurred unless the Corporation within that time registers a notice of lien in the form prescribed by the Act, and where such notice is registered, no further notice or registration is required in respect of default in payment occurring or continuing after registration. The lien may be enforced in the same manner as a mortgage. Upon payment of the unpaid amount together with all reasonable costs, charges and expenses incurred by the Corporation in connection with the collection or attempted collection of the unpaid amount and upon demand, the Corporation shall give the owner a discharge in the form prescribed by the Act.

ARTICLE 13
DEFAULT

- 13.1 Notice of Unpaid Common Expenses: The Board whenever so required in writing by an owner or mortgagee, shall promptly report in writing and free of charge the common expenses due from, or any other default by the owner, and any common expenses assessed or other money claimed by the Corporation against the owner which are in default.
- 13.2 Notice of Default: The Board when giving notice of default in payment of common expenses or any other default to the owner of the unit, shall concurrently send a copy of such notice to each mortgagee of such unit, who is entered on the register.
- 13.3 Collection of Fees and Other Amounts: Any amount owing by an owner to the Corporation pursuant to the Act, the Declaration, the rules, this by-law or any other by-law of the Corporation may, in the sole discretion of the Board, be added to the common expenses for the owner's unit and shall be collectable as such, including by way of lien in accordance with the Act.
- 13.4 Liability for Costs: The owner of a unit is responsible to pay to the Corporation any cost incurred by the Corporation to repair damage to the common elements or assets of the Corporation or any installation with respect thereto, or to any unit, improvements thereto or contents thereof that may have been caused by the owner, a tenant or resident of the owner's unit, or any of their visitors or guests, subject to the indemnity provision contained in the Corporation's Declaration and the provisions contained in the Act or the Corporation's Declaration, by-laws or rules as may then be in effect, subject to the owner's insurance deductible responsibility as referred to in Article 14 hereof.
- 13.5 Corporation's Rights on Default: The violation of any provision of the Act, any other legislation, regulation, by-law or public edict or the Corporation's Declaration, by-laws, or rules shall give the Board the right, in addition to any other rights set forth in this by-law:
- (a) to enter the unit in which or as to which such violation or breach exists and to summarily abate, remove, rectify, maintain, replace or repair at the expense of the defaulting owner, any thing, structure, installation, fixture, portion of the unit or common elements, event or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board shall not thereby be guilty in any manner of any trespass, break and enter, theft, loss, damage, assault, tort or crime as may be required to carry out the Corporation's duties, as long as the Corporation's representatives have substantially complied with normal industry standards;
 - (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach, including without limiting the generality of the foregoing, an application for an order for compliance or proceedings by way of mediation or arbitration pursuant the Act; or
 - (c) the Corporation shall have all of its rights and remedies referred to in Section 92 of the Act when an owner is in breach of the owner's obligations to maintain or repair after damage the owner's unit or the common elements as set out in the Corporation's Declaration, whereupon the owner shall be deemed to have consented to the work done by the Corporation and the cost of the work shall be added to the owner's contribution to the common expenses. The Corporation may specify a time of payment by the owner, and in the event of non-payment within fifteen (15) days after written request therefor, the Corporation may enforce compliance on the basis and in accordance with the lien enforcement procedures set out in the Act.

ARTICLE 14
DAMAGE AND UNIT USE

- 14.1 Procedure Where Damage Occurs: Where the Board, pursuant to Section 123 of the Act, has determined that there has been substantial damage to twenty-five percent (25%) of the replacement cost of all of the buildings and structures on the property, a meeting of the owners shall be called for the purpose of voting for termination.
- 14.2 Plans and Specifications: A complete set of all the plans and specifications given to the Board, together with plans and specifications for any additions, alterations, or

improvements from time to time made to the common elements, or to any unit with the prior consent in writing of the Board, shall be maintained, in the office of the Corporation at all times, for the use of the Corporation in rebuilding or repairing any damage to the buildings on the Property and for the use of any owner.

- 14.3 Insurance Deductibles: Property insurance for the common elements is obtained and maintained by the Corporation, but may be subject to a loss deductible clause. There is no insurance available by the Corporation for any loss, or portion of a loss, falling within such deductible. If any claim should be made by the Corporation on any of its insurance policies as a result of damage to the common elements, or any other property insured by the Corporation, howsoever caused, any unit owner (the "Responsible Owner") who directly or indirectly or by his or her family, guests, agents, tenants or invitees directly or indirectly or by any uninvited third party who may have lawfully or unlawfully gained entry into the Responsible Owner's unit directly or indirectly caused such damage to the common elements, shall reimburse the Corporation for the deductible amount of the applicable insurance policy of the Corporation (the "Deductible"). The Corporation may collect the Deductible from any Responsible Owner as additional common expenses in accordance with the Act and the provisions of the Corporation's Declaration and by-laws. Nothing in this paragraph shall prevent the Corporation or any unit owner from making a claim against any other unit owner or other person in accordance with the Act, the Declaration or by-laws or any applicable law as a result of damage to the common elements. Notwithstanding the above, if any claim should be made by the Corporation on any of its insurance policies for damage to the common elements of the Corporation caused by the negligence or omission of the Corporation or its directors, officers, agents or employees, the Deductible shall be paid by the Corporation. Each unit owner shall maintain condominium liability and deductible insurance coverage upon his or her unit and those parts of the common elements he or she is responsible to insure at all times and shall provide, upon written request, to the Board written proof, satisfactory to the Board, of such coverage.
- 14.4 Occupancy Limits: No unit shall:
- (a) be used other than in compliance the occupancy standards contained in a by-law passed by the council of the municipality in which the property of the Corporation is situated; or
 - (b) be occupied by more persons than the maximum occupancy for each unit based on the maximum occupancy for which the units are designed as determined by the Board.
- 14.5 Safety Devices: No resident or owner shall disconnect, damage or remove any Safety Device or any portion thereof contained in their unit. Each owner and resident shall maintain and repair in good working condition all Safety Devices located within the boundaries of the unit owned or occupied by such person, unless the Corporation's Declaration or a by-law of the Corporation specifically requires the Corporation to do so. The occupant of a unit shall inspect, test, maintain, or repair and replace all such Safety Devices at least semi-annually and replace any batteries or malfunctioning parts at least each six (6) months with the appropriate voltage-charged batteries, or such earlier time as may be required to render any Safety Device fully operational at all times. The owner shall indemnify the Corporation and its representatives and save them harmless with respect to any claim, action, proceedings, damages, loss, costs, fine or penalty arising under the *Building Code, Fire Code, Electrical Code*, municipal property standards by-law or otherwise as a result of the owner's or resident's failure to comply with any such requirement. For the purpose of this by-law, "Safety Devices" shall include any in-unit smoke detector, fire alarm, carbon monoxide detector or heat detector and any electrical, gas or oil-fuelled appliance, equipment or any device or any other system, facility or component designated by the Board from time to time, and a "Safety Device" shall mean any one of them.
- 14.6 Limits on Commercial Use: No commercial use shall be permitted in or with respect to any residential unit including, without limitation, the carrying on of a business or the operation of a business or professional office, provided that an incidental home-based office for private use ancillary to the main private, single family residential use of the unit shall be permitted provided that the following prohibitions do not arise:
- (a) such incidental use may utilize no more than one (1) room of the unit;
 - (b) such incidental use must not involve reception, manufacturing or processing facilities, delivery or shipping of goods for manufacturing, processing or sale,

recurring visits by employees, customers or business visitors, agents or contractors, or use of any parking space for such incidental use; and,

- (c) such incidental use shall not give rise to any noise, nuisance, disturbance, maintenance, repair of the common elements or consumption of utilities in excess of normal residential use, any of which prohibitions may be determined in the sole discretion of the Board acting reasonably.

- 14.7 Improvements: In any case where the Board has agreed that the owner may make a permitted addition, alteration or improvement to the common elements or a structural change to a unit which requires the Board's prior written consent pursuant to the declaration, the owner shall enter into an Owner's Alterations Agreement in accordance with Section 98 of the Act. It shall be the owner's responsibility to pay for the cost to add to, alter, improve, maintain, replace, repair after damage or insure the permitted alteration and the applicable portion of the common elements or an asset of the Corporation or any installation with respect thereto. If the Board grants permission to do so, the Board shall be entitled to approve the selection of the contractor, the method and scope of repair, choice of materials, standards of construction, timing of repair, responsibilities for the cost of repair after damage; maintenance, insurance and such other requirements as the Board may establish in its sole discretion. Where an owner wishes to make an addition, alteration or improvement to the common elements or an asset of the Corporation that is not contrary to the Act or the Declaration, the Board may pass a resolution approving an owner's alterations agreement establishing all applicable criteria, which agreement shall be executed by the Corporation and the owner and shall be registered on title at the owner's sole cost against the owner's unit in accordance with Section 98 of the Act. The Corporation may add the cost, charges, interest and expenses arising from drafting, negotiating and registering the agreement on title to the unit or resulting from an owner's failure to comply with an owner's alterations agreement to the common expenses payable for the owner's unit and may specify a time of payment by the owner, and in the event of non-payment within fifteen (15) days after written request therefor, the Corporation may enforce compliance on the basis and in accordance with the lien enforcement procedures set out in the Act.

ARTICLE 15 INDEMNIFICATION

- 15.1 Indemnification: Each owner shall indemnify and save harmless the Corporation from and against any loss, costs, damage, injury or liability whatsoever which the Corporation may suffer or incur resulting from or caused by an act or omission of such owner, his or her employees and agents, any other occupant of his or her unit or any guests, lessee, invitees or licensees of such owner or occupant to or with respect to the common elements and/or all other units except for any costs, including legal fees on a full indemnity basis, damages injury or liability caused by an insured (as defined in any policy or policies of insurance) and insured against by the Corporation. All payments required pursuant to this clause are deemed to be additional contributions toward the common expenses and recoverable as such.
- 15.2 Legal Fees: In addition to any other right granted to the Corporation, the Corporation's legal fees and expenses, on a full indemnity basis, incurred as a result of the Corporation having to retain counsel, or take proceedings either by (i) demand letter, (ii) action, (iii) application, (iv) lien, (v) dispute resolution, or (vi) other forms of legal proceeding of any kind, in order to require compliance or compel adherence to the Act, the Declaration, or any by-law, rule or policy of the Corporation, or any part thereof, shall be charged to the unit owner that is, or whose unit, is the subject of such proceeding, or requirement to retain counsel, the unit owner shall reimburse the Corporation for such legal fees and expenses within thirty (30) days of the Corporation giving notice of the Corporation's demand for payment. In the event that the unit owner fails to reimburse the Corporation within thirty (30) days of the Corporation giving notice of the Corporation's demand for payment, the Corporation may collect such legal fees and expenses from the unit owner as additional common expenses in accordance with the Act and the provisions of the Corporation's Declaration and by-laws, and the Corporation shall have a lien for such unpaid amount against the owner's unit and its appurtenant common interest.

ARTICLE 16 RULES

- 16.1 Making of Rules: The Board may make rules respecting the use of common elements and units or any of them to promote the safety, security or 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. The rules shall be reasonable and consistent with the Act, the Declaration and the by-laws.

- 16.2 Effective Date: Any rule 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 requisition in writing pursuant to the Act and this by-law requiring a meeting of owners to consider the rule. In that event, such rule shall become effective only upon approval at such meeting of owners.
- 16.3 Amendment or Repeal: The owners may at any time after a rule becomes effective amend or repeal a rule at a meeting of owners duly called for that purpose.

ARTICLE 17 **ALTERNATIVE DISPUTE RESOLUTION**

- 17.1 Alternative Dispute Resolution: The mediation and arbitration procedures described in this by-law shall apply to any disagreement between the Corporation and its owners where mediation and/or arbitration is mandated by the Act. These disagreements shall be referred to hereinafter as the "disputes". Any notice required by this by-law shall be delivered in accordance with the Declaration and by-laws for the Corporation. The mediator, arbitrator, and all parties shall make every effort to fully co-operate in all of the procedures described herein, to proceed with haste and to act in advance of any time constraint set out in this by-law. Any failure of the parties to so co-operate will be taken into account in any costs award.
- 17.2 Mediation: Mediation procedures shall be as follows:
- (a) Any party to the dispute may initiate these procedures by delivering to the other parties a Notice of Dispute indicating their intention to proceed to mediation. The notice shall describe briefly the issues in dispute, and shall request a pre-mediation meeting as described in subparagraph 17.2(b) below.
 - (b) A meeting of all parties to the dispute shall be held within seven (7) days of the Notice of Dispute being delivered. All parties shall co-operate in arranging such a meeting. The meeting shall be for the purpose of negotiating in good faith a resolution of the dispute and/or to appoint a mediator as described in subparagraph 17.2(c). This meeting shall not involve a mediator.
 - (c) If the dispute is not resolved at the pre-mediation meeting, the parties shall jointly appoint a mutually-acceptable independent mediator.
 - (d) The mediator shall be given a copy of this by-law.
 - (e) If the parties are unable to agree upon a mediator or otherwise fail to appoint a mediator, the mediation will be deemed to have failed sixty (60) days after the Notice of Dispute was delivered, or such earlier date as the parties may agree.
 - (f) The mediator shall schedule the date, time and location for a mediation conference after consulting with the parties. The mediation conference shall be scheduled for the earliest date which is reasonably suitable to all parties, but shall in any event be no later than thirty (30) days following the appointment of the mediator.
 - (g) Unless the parties agree otherwise, any party may be represented at the mediation conference by a lawyer or agent, but any party so represented must give notice, including the name and address of the lawyer or agent, to the mediator and to the other parties at least five (5) days prior to the date of the mediation conference, or such shorter time as the mediator may determine. The mediation conference will be attended by the parties and/or representatives who have full authority to settle the dispute.
 - (h) Prior to the mediation, each party or their representative will prepare a brief summary of the issues in the dispute setting out that party's position with respect to each issue. This summary must be delivered to the mediator and to the other parties at least five (5) days before the date of the mediation conference, or such shorter time as the mediator may determine.
 - (i) Prior to the mediation, there will be complete and honest disclosure by each of the parties to the other and to the mediator of all relevant information and

documents. This includes providing each other and the mediator with all information and documentation that would usually be available through the discovery process in a legal proceeding. If either party fails to make such disclosure, then any agreement reached in mediation may be set aside. Disclosure must be completed, not less than five (5) days prior to the date of the mediation, or such shorter time as the mediator may determine.

- (j) The parties agree that all statements made and information exchanged during the course of the mediation are privileged as being settlement discussions. All such statements or information are made without prejudice to any party's legal position and without waiving any rights, and will be non-discoverable and inadmissible for any purpose in any legal proceeding except with the prior written consent of all parties and the mediator.
- (k) The mediator shall prepare a report which describes the results of the mediation. The report shall describe the resolution of any issues that have been resolved, and/or that no agreement has been reached on some or all issues as the case may be. At any time during the process, if the mediator determines that it is not possible to resolve the dispute by mediation, the mediator shall prepare a report reflecting this determination. The Mediator's Report shall be delivered to all parties, but to no other person unless otherwise required by law or court order.
- (l) The Mediator's Report shall allocate the obligation to pay the costs of the mediation amongst the parties. Where the mediation fails, the allocation of the costs of the mediation shall be in the absolute discretion of the mediator. Any amount owing by an owner may be paid by the Corporation, and shall then be added to the common expenses for the unit and collectible as such, including by way of lien in accordance with the Act.
- (m) Any agreement or settlement between the parties, whether on matters of procedure or matters of substance, shall be recorded in written minutes and carried out with reasonable haste. The minutes shall be prepared immediately following the agreement or within such further time-frame as is acceptable to all parties.

17.3 Arbitration: Arbitration procedures shall be as follows:

- (a) If the mediation is deemed to have failed according to subparagraph 17.2(k), the dispute shall be submitted to arbitration sixty (60) days after the Notice of Dispute was delivered. If the Mediator's Report indicates that the mediation failed, the dispute shall be submitted to arbitration within thirty (30) days after the Mediator's Report was delivered.
- (b) Any party to the dispute may submit the dispute to arbitration in accordance with this by-law by delivering to all other parties a Notice of Arbitration requiring the appointment of an arbitrator as described in subparagraph 17.3(d) below.
- (c) The provisions of the *Arbitration Act, 1991*, as amended, or any successor legislation, shall apply to the arbitration except where a provision of this by-law provides otherwise.
- (d) The parties shall agree upon an arbitrator within seven (7) days of the delivery of the Notice of Arbitration. If the parties are unable to agree upon an arbitrator, the arbitrator shall be appointed by the court according to the provisions of the *Arbitration Act, 1991*, as amended, or any successor legislation.
- (e) The arbitrator shall be given a copy of this by-law.
- (f) The arbitrator shall set the date, time and place for the arbitration hearing after consultation with the parties. The arbitration hearing shall be scheduled for the earliest date which is reasonably suitable to all parties.
- (g) Each party shall deliver to the other parties and to the arbitrator no later than five (5) days prior to the date of the arbitration hearing, written statements setting out the issues in dispute, the party's position on each issue, and the relief sought.
- (h) The parties shall exchange all documents on which they will rely at the arbitration no later than seven (7) days prior to the arbitration hearing. Documents not produced within that time frame may only be used at the arbitration hearing with the leave of the arbitrator.

- (i) The parties agree that the arbitrator shall rule on all procedural matters arising before the arbitration hearing date. All such matters shall be submitted to the arbitrator in writing. The arbitrator shall provide a brief written award within three (3) days of the receipt of the parties' submissions. No hearing on these matters shall be permitted, unless specifically requested by the arbitrator.
 - (j) The arbitrator shall apply the laws of evidence as if the hearing were a trial in the Ontario Superior Court of Justice, subject to the following provisions:
 - (i) The arbitrator shall accept oral or written evidence as the arbitrator in its discretion considers proper, whether admissible in a court of law or not.
 - (ii) The parties may rely on photocopies of originals.
 - (iii) No notice under the *Evidence Act* (Ontario) is required for business records.
 - (iv) Expert reports, if any, shall be delivered to the other party at least seven (7) days prior to the date of the arbitration hearing.
 - (v) The parties shall be permitted to present oral evidence only if a signed will-say statement is delivered to all parties at least seven (7) days prior to the arbitration hearing date. The will-say statement must include the name and address of the witness as well as an outline of the evidence to be presented. If this requirement is not met, the oral evidence will only be permitted with the leave of the arbitrator.
 - (k) Rule 49 of the Rules of Civil Procedure (Ontario) or its successor, applies to these proceedings subject to the following provision: An offer to be effective must be delivered to the other party or parties no later than seven (7) days before the date of the arbitration hearing.
 - (l) The arbitrator shall allocate the obligation to pay the costs of the arbitration amongst the parties. The allocation shall be at the absolute discretion of the arbitrator; however, the arbitrator in making an award of costs shall consider the conduct of the parties including the efforts of the parties to proceed with haste, and any offers to settle. Any amounts held to be payable by an owner may be paid by the Corporation and then shall be added to the common expenses for the unit and collectible as such, including by way of lien in accordance with the Act.
 - (m) The arbitrator shall render a decision, together with written reasons, as soon as reasonably possible, and in any case, no later than thirty (30) days after the final submissions of the parties. The arbitrator shall deliver a copy of the decision and reasons to each of the parties to the dispute. The arbitrator's award may include an award of costs, payable by any party or parties to any other party or parties, incurred in relation to the arbitration and/or prior mediation.
 - (n) The arbitrator's award shall be binding, except that there is an appeal to the Ontario Superior Court of Justice from an arbitrator's award on a question of law or a question of mixed law and fact (unless the parties agree otherwise).
- 17.4 Recovery of Amounts Owed: Any amounts owing to the Corporation by an owner, as a result of any mediation or arbitration, shall be added to the common expenses for the owner's unit and collectable as such.

ARTICLE 18
RESTRICTIONS AFFECTING NON-RESIDENTS

- 18.1 Access to Facilities: Only occupants of the units may use and enjoy the common elements and assets of the Corporation, subject to the provisions of any agreement governing the use and maintenance of shared facilities and services. A non-resident owner who leases his or her unit shall not be permitted to use and enjoy the common elements and assets of the Corporation. Persons who are not occupants of a unit may not use any common elements, assets or recreational facilities unless accompanied at all times by an adult occupant of the Corporation and in compliance with the Corporation's rules. The Board may restrict the number, age and rights of guests who use and enjoy any of the common elements of the Corporation as governed by the rules from time to time. The Board may further clarify the parts of the common elements and assets from which persons other than occupants are restricted.

- 18.2 **Trespass:** Any person who loiters upon, litters or damages the common elements, shared facilities or assets of the Corporation or any other person's unit, improvements or contents; or who blocks, hinders or interferes with the lawful use and enjoyment of the common elements by others; or who creates or undertakes any excessive noise, nuisance, disturbance, harassment or criminal act; or who otherwise breaches any provisions of the Declaration, by-laws or rules of the Corporation, shall forthwith cease and desist from doing so and upon being requested to cease doing so by the police or a security officer, property manager, director or officer of the Corporation, such person shall immediately leave the common elements of the Corporation, failing which such person shall be deemed to be a trespasser and shall be subject to all of the requirements, obligations, prosecution, fines and penalties set out in the Trespass to Property Act (Ontario), provided that an owner or occupier of a unit of the Corporation shall, after leaving the common elements, thereafter be entitled to use the common elements while in compliance with these requirements. This provision shall be deemed to constitute notice to each owner and occupant of a unit and each of their employees, contractors, agents, visitors and guests, in accordance with the requirements of the Trespass to Property Act (Ontario). Owners, tenants and occupants of units of the Corporation shall be responsible to ensure compliance with the Act, the Trespass to Property Act, (Ontario) and the Corporation's Declaration, by-laws and rules by their employees, agents, contractors, visitors and guests and shall personally bear the consequences of any such non-compliance, including the obligation to pay all expenses, damages, fines, penalties and legal costs on a full solicitor and client basis which shall be added to the common expenses payable by the owner of the applicable unit.

ARTICLE 19
EASEMENTS

- 19.1 **Easements, Leases and Licenses:** For the purpose of providing telecommunications services or any other utilities or services or use or occupation of any parking or other space on the Corporation's property which benefit the owner(s) of one or more units, the Corporation may lease a part of the common elements (except a part that the declaration specifies to be used only by the owners of one or more designated units and not by all of the owners), or the Corporation may grant or transfer an easement or licence through the common elements, and the cost thereof shall be deemed to be a common expense, provided that in the event the lease, transfer of an easement or licence pertains to and benefits only one or some owners and not all owners, only such owner(s) whose unit(s) are benefitted or served shall pay the cost thereof. Any such lease, transfer of an easement or licence shall be in writing, for such term and in accordance with such provisions and payments as may be required by the Board from time to time. In the event an addition, alteration or improvement to the common elements is made by an owner and approved by the Board, an owner's alterations agreement shall be entered into and registered on title to the unit in accordance with Section 98 of the Act.

ARTICLE 20
INSURANCE TRUST AGREEMENT

- 20.1 **Insurance Trust Agreement:** The Board may retain an insurance trustee to perform such duties and services with respect to insurance proceeds payable to the Corporation as may be required from time to time, at such compensation and upon such terms and requirements as the Board may determine, subject to compliance with the provisions of the Act and the Declaration. The Board is authorized to execute any such insurance trust agreement from time to time and all such further assurances as may be appropriate. Despite anything contained in an insurance trust agreement that the Corporation has entered into with an insurance trustee, and anything in the Declaration, the Corporation may terminate the agreement by giving at least sixty (60) days' notice in writing of the termination date to the trustee. Despite anything contained in an insurance trust agreement that the Corporation has entered into with an insurance trustee if the proceeds of an insurance policy issued under Section 99 of the Act are less than fifteen percent (15%) of the replacement cost of the property covered by the policy, the insurer shall pay the proceeds to the Corporation or the person whom the Corporation specifies. Upon the proceeds becoming available, the Corporation shall promptly use them for the repair or replacement of the damaged units and common elements, unless the owners have voted to terminate because of substantial damage in accordance with Section 123 of the Act.

ARTICLE 21
BORROWING

- 21.1 **Authorization for Borrowing:** The directors of the Corporation may from time to time:

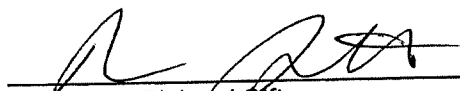
- (a) borrow money on the credit of the Corporation;
- (b) issue, sell or pledge securities (including bonds, debentures, debenture stock or other like liabilities) of the Corporation but no invitation shall be extended to the public to subscribe for any such securities;
- (c) charge, mortgage, hypothecate or pledge all or any currently owned or subsequently acquired real or personal, movable or immovable property of the Corporation, including book debts, rights, powers, franchises and undertaking, to secure any debt or liability of the Corporation.
- (d) 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 the foregoing clauses of this by-law to such extent and in such manner as the directors shall determine at the time of such delegation; or
- (e) give indemnities to any director or other person who has undertaken or is about to undertake any liability on behalf of the Corporation or any corporation controlled by it, and secure any such director or other person against loss by giving him 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;
- (f) provided that any borrowing not disclosed in the annual budget of the Corporation which would result in total borrowing aggregating more than Ten Thousand Dollars (\$10,000.00) shall require the approval of the owners owning a majority of the units at a duly called meeting of the owners.

ARTICLE 22
MISCELLANEOUS


- 22.1 Invalidity: The invalidity of any part of this by-law shall not impair or affect in any manner the validity and enforceability or effect of the balance thereof.
- 22.2 Gender: The use of the masculine gender in this by-law shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include plural wherever the context so requires.
- 22.3 Waiver: No restriction, condition, obligation or provision contained in this by-law shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.
- 22.4 Headings: The headings in the body of this by-law form no part thereof but shall be deemed to be inserted for convenience of reference only.
- 22.5 Alterations: This by-law or any part thereof may be varied, altered or repealed by a by-law passed in accordance with provisions of the Act, and the Declaration.
- 22.6 References: References in this By-law shall be deemed to be references to the acts, statutes and regulations in force in the Province of Ontario on the date this by-law comes into force, all as may be amended or replaced from time to time.
- 22.7 Effective Date: Subject to its being confirmed by the unit owners, this by-law shall come into force when enacted by the Board, subject to the provisions of the Act.

The foregoing By-law No. 1 is hereby passed by the Directors of the Corporation pursuant to the *Condominium Act, 1998*, as evidenced by the respective signatures hereto of all of the Directors.


Dated as of the 20th day of December, 2016.



Director - Richard Sifton



Director - Wayne Reid





Director - Phil Masschelein

The foregoing By-law No. 1 is hereby confirmed, without amendment pursuant to the provisions of the *Condominium Act*, 1998, without variation by the Declarant which owns 100% of the Units.

Dated as of the 20th day of December, 2016.

SIFTON PROPERTIES LIMITED

Per: 
Richard Sifton
President & CEO

Per: 
Wayne Reid
Vice-President Finance & Administration
We have authority to bind the Corporation.