

DECLARATION  
MADE PURSUANT TO THE CONDOMINIUM ACT

THIS DECLARATION (hereinafter called the "declaration") is made and executed pursuant to the provisions of The Condominium Act, 1978, as amended from time to time, and the regulations made thereunder (all of which are hereinafter referred to as the "Act"), BY:

GRANDBY INVESTMENTS LIMITED  
a Corporation incorporated under the  
laws of the Province of Ontario

(hereinafter called the "Declarant"),

WHEREAS the Declarant is the owner in fee simple of lands and premises situate in the Borough of Etobicoke, in the Municipality of Metropolitan Toronto, and being more particularly described in Schedule "A" and in the description submitted herewith by the Declarant for registration in accordance with Section 4 of the Act (the "description") and,

WHEREAS the Declarant has constructed a building upon the said lands containing 153 dwelling units, 288 parking units, 100 locker units, 1 recreational centre unit, 1 outdoor tennis and swimming pool unit and 1 security gate house unit, and,

AND WHEREAS The Declarant intends that the said lands together with the said building constructed thereon, shall be governed by the Act.

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

PART 1 - INTRODUCTION

Section 1 - Definitions

The terms used in the declaration shall have the meanings ascribed to them in the Act unless the declaration specifies otherwise or unless the context otherwise, requires, and in particular:

- a) Common Elements means all the property except the units;
- b) Common Interest means the interest in the common elements appurtenant to a unit;
- c) Owner means the owner or owners of the freehold estate or estates in a unit and common interest, but does not include a mortgagee unless in possession.
- d) Property means the land and interest appurtenant to the land described in the description and Schedule "A" annexed hereto, and includes any land and interests appurtenant to land that are added to the common elements;

- e) Unit means a part or parts of the land included in the description, and designated as a unit by the description and comprises the space enclosed by its boundaries and all the material parts of the land within this space in accordance with the declaration and the description. For greater certainty, the definition of "unit" relating to the duties to repair and maintain under Sections 41 and 42 of the Act and this declaration shall extend to all improvements made by the Declarant in accordance with its structural plans, notwithstanding that some of such improvements may be made after registration of the declaration;
- f) Rules means rules passed by the board of directors (the "board") of the Condominium Corporation and becoming effective pursuant to Section 29 of the Act.

## Section 2 - Statement of Intention

The Declarant intends that the lands described in Schedule "A" and in the description and the interests appurtenant to the said lands (the "lands") be governed by the Act.

## Section 3 - Consent of Encumbrancers

The consent of every person having a registered mortgage against the lands is contained in Schedule "B" attached hereto.

## Section 4 - Boundaries of Units and Monuments

The monuments controlling the extent of the units are the physical surfaces mentioned in the boundaries of the units set forth in Schedule "C" attached hereto.

## Section 5 - Common Interest and Common Expenses Allocation

Each owner shall have both an undivided interest in the common elements as a tenant in common with all other owners and shall also contribute to the common expenses in the proportions set forth opposite each unit number in Schedule "D" attached hereto. The total of the proportions of the common interests shall be one hundred (100%) per cent.

## Section 6 - Exclusive Use Common Elements

Subject to the provisions of the Act and the declaration, the owner of each unit shall have the exclusive use of those parts of the common elements as set forth in Schedule "F" attached hereto. The Declarant, its sales staff, its authorized personnel or agents, or any prospective purchaser shall together have the right to use a block of 10 visitors' parking spaces located within the property, such block to be designated by the board, which right shall cease forthwith upon the sale of all units owned by the Declarant in this and the adjacent condominium corporation as hereinafter defined.

Section 7 - Mailing Address and Address for Service

The Corporation's address for service shall be

4800 Dufferin Street  
Downsview, Ontario  
M3H 5S9

or such other address as the Corporation may determine by resolution of the board. The Corporation's mailing address shall be

2010 Islington Avenue  
~~Etobicoke~~, Ontario M9P 3S8  
Weston

or such other address as the Corporation may determine by resolution of the board.

PART 2 - SPECIFICATION OF COMMON EXPENSES

Section 8 - Meaning of Common Expenses

Common expenses means the expenses of the performance of the objects and duties of the Corporation, and without limiting the generality of the foregoing, shall include those expenses, costs and sums of money set forth in Schedule "E" attached hereto.

Section 9 - Payment of Common Expenses

Each owner, including the Declarant, shall pay to the Corporation his proportionate share of the common expenses, and the assessment and collection of the contributions toward the common expenses may be regulated by the board pursuant to the by-laws of the Corporation.

Section 10 - Reserve Fund

- a) The Corporation shall establish and maintain one or more reserve funds and shall collect from the owners as part of their contribution towards the common expenses, amounts that are reasonably expected to provide sufficient funds for major repairs and replacement of common elements and assets of the Corporation, all in accordance with the provisions of the Act.
- b) No part of the reserve fund shall be used except for the purposes for which the fund was established. The amount of the reserve fund shall constitute an asset of the Corporation and shall not be distributed to any owner except on termination of the Corporation.

Section 11 - Certificate of Common Expenses

The Corporation shall provide a certificate and accompanying statements and information in accordance with Section 32 (8) of the Act, and the regulations, and shall provide a duplicate thereof without additional charge if requested. The Corporation shall provide the Declarant without any charge or fee, such certificate and accompanying statements and information that may be requested by or on behalf of the Declarant in connection with a sale or mortgage of a unit.

PART 3 - OCCUPATION AND USE OF COMMON ELEMENTS

Section 12 - General Use

- a) Each owner may make reasonable use of and has the right to occupy and enjoy the whole or any part of the common elements, including the exclusive use common elements designated to his unit in Schedule "F", subject to any conditions or restrictions set out in the Act, the declaration, the Corporation's by-laws (the "by-laws") and the rules. However, no condition shall be permitted to exist and no activity shall be carried on in any unit or in the common elements that is likely to damage the property or that will unreasonably interfere with the use or enjoyment by other unit owners, of the common elements and the other units.
- b) No owner shall make any change or alteration to an installation upon the common elements, or maintain, decorate, alter or repair any part of the common elements, except for maintaining those parts of the common elements which he has a duty to maintain, without obtaining the approval of the Corporation in accordance with the Act.

Section 13 - Restricted Access

Without the consent in writing of the board, no owner shall have any right of access to those parts of the common elements used from time to time as a dwelling for any building superintendent, utilities area, building maintenance or storage area, managers' offices, an area for operating machinery, or any other parts of the common elements

used for the care, maintenance or operation of the property. This section shall not apply to any first mortgagee holding mortgages on at least ten (10%) per cent of the units, if exercising a right of access for purposes of inspection upon giving 48 hours notice to the Corporation's building manager.

Section 14 - Modification of Common Elements and Assets

- a) The Corporation may, by a vote of owners who own eighty (80%) per cent of the units, make any substantial addition, alteration or improvements to or renovation of the common elements, or may make any substantial change in the assets of the Corporation.
- b) The Corporation may, by a vote of the majority of the owners, make any other addition, alteration, or improvement to or renovation of the common elements, or may make any other change in the assets of the Corporation.
- c) For the purposes of this section, the board shall decide whether any addition, alteration, or improvement to or renovation of the common elements, or any change in the assets of the Corporation, is substantial.

PART 4 - OWNERSHIP OF UNITS

Section 15 - Co-Ownership of Certain Units

Ownership of the recreational centre designated as Unit 179, Level A, the 3 outdoor tennis courts and swimming pool designated as Unit 4, Level 1, plus an additional single tennis court to be constructed in the adjacent condominium corporation (all hereinafter referred to as the "recreational facilities") and the security gate house designated as Unit 5, Level 1, shall ultimately be shared equally between this condominium corporation and the adjacent condominium corporation to be registered by the Declarant. For the purposes of this declaration, the adjacent condominium corporation shall mean the condominium corporation situate on Part of Lot 22, on Concession "A" fronting the Humber and designated as Parts 7 - 13 inclusive on a Plan of Survey of Record filed in the Land Registry Office for the Land Titles Division of Toronto and York South (No.66) as No. 66R-10110 (hereinafter called the "adjacent condominium corporation").

The actual transfer of ownership of the security gate house and the recreational facilities by the declarant to this Corporation and the

adjacent condominium corporation in equal shares shall occur when all the dwelling units in both condominium corporations (or such lesser number as the declarant may designate in its sole discretion) have been sold by the Declarant.

The owners, residents, tenants and invitees of the dwelling units in this and the adjacent condominium corporation shall have equal use and enjoyment of the recreational facilities, and shall have reasonable access to those parts of the common elements as are necessary to give access to said facilities, but shall not have access to any other parts of the common elements unless otherwise provided by the Act, the declaration, or by special by-law.

Section 16 - Unity of Ownership of Certain Units

The ownership of the combination of dwelling, parking and locker units referred to in Schedule "G" of the declaration shall not be separated but shall be held in single ownership, and any instrument purporting to separate the ownership of such combination of units, such as a deed, transfer, mortgage or charge or other similar conveyancing instrument, is void.

However, this clause shall in no way prohibit or affect the separate leasing of any parking unit or locker unit by an owner of a dwelling unit, provided that the following are strictly complied with:

a) The Lessee of any parking unit or locker unit shall only be the Corporation, the Declarant, or any owner or tenant of a dwelling unit in this Corporation or the adjacent condominium corporation.

b) The term of any lease of a parking or locker unit to a tenant of a dwelling unit as aforesaid, shall not extend beyond the term of the tenancy of such dwelling unit, and shall automatically terminate upon the sale of the dwelling unit to which the parking or locker unit is designated as set forth in Schedule "G".

c) Every lease of a parking unit or locker unit shall provide that where the Lessee is an owner of a dwelling unit in this or the adjacent condominium corporation, and is deprived of ownership of his dwelling unit through legal action by a party holding a registered mortgage, execution, lien or other encumbrance against such dwelling unit, then such lease shall be deemed to be in default, and shall automatically terminate, and the parking unit or locker unit subject to such lease shall revert to the Lessor of such parking or locker unit.

PART 5 - OCCUPATION AND USE OF UNITS

Section 17 - General Use

(a) No unit shall be occupied or used by any one in such a manner as to result in the cancellation, or threat of cancellation, of any policy of insurance referred to in the declaration.

(b) The owner of each unit shall comply, and shall require all residents, tenants, invitees, and licencees of his unit to comply with the Act, the declaration, the by-laws, and the rules.

(c) No owner shall make any structural change or alteration in or to any unit, without the consent of the board of directors.

Section 18 - Use of Dwelling Units (Units 1 - 3, Level 1)  
(Units 1 - 6, Levels 2 - 26 inclusive)

(a) Each dwelling unit shall be occupied and used only as a private single-family residence, and for no other purpose; provided however, that the foregoing shall not prevent the Declarant from completing the said building and all improvements to the property, maintaining units as models for display and sale purposes, and otherwise maintaining construction offices, displays and signs located or affixed to those parts of the common elements as the Declarant's sales staff may deem appropriate, until all dwelling units, in this and the adjacent condominium corporation, have been sold by the Declarant.

Section 19 - Use of Recreational Facilities

Unit 179, Level A ) all located in  
Unit 4, Level 1 ) this  
                  ) condominium

plus a single tennis court to be constructed  
in the adjacent condominium corporation

The recreational facilities shall be occupied and used only by the unit owners of this and the adjacent condominium corporation, and their respective residents, tenants and invitees. No provision contained in the rules of this Corporation shall restrict the access provided to the unit owners of the adjacent condominium corporation as set forth in Section 15 hereof. The use and maintenance of the recreational facilities and the security gate house shall be governed by the Declarant until the earlier of:

- a) the registration of the adjacent condominium corporation by the declarant, or
- b) three years from the date of registration of this Corporation.

If three years has elapsed from the date of registration of this condominium and the adjacent condominium corporation has still not been registered, then the control over the use and maintenance of the recreational facilities and the security gate house shall be transferred to the board of directors of this Corporation. However, upon the registration of the adjacent condominium corporation, the use and maintenance of the recreational facilities and the security gate house shall be governed by a Recreation Committee to be established by the board of directors of both condominium corporations, in accordance with By-Law No. 1.

Section 20 - Use of Security Gate House Unit (Unit 5, Level 1)

The security gate house unit shall be occupied and used solely by a security service provided by the Corporation, for the purpose of controlling ingress to, and egress from the units and common elements of this and the adjacent condominium corporation. Until the adjacent condominium corporation is registered by the Declarant, the use of the gate house shall be governed by the Declarant. After the registration of the adjacent condominium corporation, the use of the gate house shall be governed by the Recreation Committee established by the boards of directors of both condominium corporations

Section 21 - Use of Parking Units - (Units 1-140, Level A)  
(Units 1-148, Level B)

Each parking unit shall be used and occupied only for motor vehicle parking purposes, and without restricting any definition of motor vehicle as may be imposed by the board of directors, "motor vehicle" shall be deemed to include a private passenger automobile and station wagon as customarily understood. The owner of each parking unit shall maintain such unit in a clean and sightly condition. The corporation may make provision in its annual budget for cleaning of the parking units.

Section 22 - Use of Locker Units - (Units 141-178, Level A)  
(Units 149-210, Level B)

Each locker unit shall be used and occupied for storage purposes, and for such general or hobby purposes as shall not constitute a nuisance or danger to the other unit owners, the units and the common elements. The board of directors may, from time to time, restrict the catagories of items that may be stored or used in such locker units.

Section 23 - Temporary Model Suites

At the time of registration, temporary model suites for sale purposes will have been erected upon parking Units #123-140 inclusive on Level A. These particular units will not be available for use until the model suites have been dismantled by the Declarant at its expense, however, the Declarant shall be entitled to maintain such model suites until such time as all dwelling units in this and the adjacent condominium corporation have been sold (or such lesser number as the declarant may determine in its sole discretion).



PART 6 - LEASING OF UNITS

Section 24 - Notification of Lease

- a) Where the owner of a unit leases his unit, the owner shall notify the Corporation that the unit is leased and shall provide to the Corporation the lessee's name and the owner's address.
- (b) In addition, no owner shall lease his unit unless he delivers to the Corporation a covenant or agreement signed by the tenant, to the following affect:

"I acknowledge and agree that I, the members of my household, and my guests from time to time, will, in using the unit rented by me and the common elements, comply with The Condominium Act, the Declaration and 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."

Section 25 - Tenant's Liability

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, and requiring said tenant to pay to it an amount equal to the defaulted payment, in which case the tenant shall deduct from the rent otherwise payable to the owner, an amount equal to the defaulted payment, and shall pay same to the Corporation.

Section 26 - Owner's Liability

Any owner leasing his unit shall not be relieved hereby from any of his obligations with respect to the unit, which obligations shall be joint and several with his tenant.

PART 7 - MAINTENANCE AND REPAIRS AFTER DAMAGE

Section 27 - Maintenance and Repairs to Unit

- a) Each owner shall maintain his unit, and, subject to the provisions of the declaration, each owner shall repair his unit after damage all at his own expense. The owners of units 1 - 6 on Level 26 having fireplaces constructed as part of their units, shall be responsible, at their own expense, for the cleaning and sweeping, where necessary, of the chimney appurtenant to such fireplace and unit. The owner of Unit 6, on Level 26 shall be solely responsible for maintaining and repairing the patio area (including all landscaping fixtures and wood decking enclosed therein), which patio area is designated in the description as an exclusive use common area of that unit. Such owner shall also be responsible for maintaining and repairing the wrought iron and cedar privacy fence bordering such patio area. However, such owner shall not be responsible for repairing any part of the roof which lies beneath the wood decking located within said patio area, nor for repairing any part of the roof that lies beyond the enclosed patio area.
- b) Each owner shall be responsible for all damages to any and all other units and to the common elements, which are caused by the failure of such owner to so maintain and repair his unit, save and except for any such damages for which the cost of repairing same may be recovered under any policy of insurance held by the Corporation.
- c) The Corporation shall make any repairs that an owner is obligated to make and that he does not make within a reasonable time, after written notice is given to such owner by the Corporation. In such event, an owner shall be deemed to have consented to having repairs done to his unit by the Corporation. The owner shall reimburse the Corporation in full for the cost of such repairs, including any legal or collection costs incurred by the Corporation in order to collect the costs of such repairs, and all such costs shall bear interest at the rate of twelve (12) per cent per annum until paid by the owner. The Corporation may collect such costs in such instalments as the board may decide upon, which instalments shall be added to the monthly contributions towards the common expenses of such owner, after receipt of written notice from the Corporation thereof, and shall be treated in all respects as common expenses, and recoverable as such.
- d) In addition to the requirements of Section 42 of the Act, which are imposed upon the Corporation when the building has been damaged, the Corporation shall deliver, by registered mail to all mortgagees who have notified the Corporation of their interest in any unit, notice that substantial damage has occurred to the property, along with notice of the meeting to be held to determine whether or not to repair such damage.

Section 28 - Maintenance and Repairs to Common Elements

- a) The Corporation shall maintain and repair after damage the common elements. This duty to maintain

and repair shall extend to all doors which provide access to the units, all windows (except maintenance to the interior surfaces thereof, and exterior surfaces accessible by balconies, the responsibility for which shall be left to the affected unit owner), and all exclusive use portions of the common elements, except that in respect of balconies set aside for the exclusive use of the designated owner, the responsibility for their maintenance only shall rest upon the owner enjoying exclusive use of same.

- b) Every owner from time to time shall forthwith reimburse the Corporation for repairs of windows and doors serving his unit, caused by his negligence or the negligence of residents, tenants, invitees, or licencees of his unit.

#### PART 8 - INSURANCE

##### Section 29 - Insurance Maintained by the Corporation

a) Fire and Extended Risks

The Corporation shall obtain and maintain insurance against damage by fire and major perils as defined in the Act, and insurance against such other perils or events as the board may from time to time deem advisable, in respect of its obligation to repair and in respect of the unit owners' interests in the units and common elements, and the unit owners' obligation to repair any damage to:

- i) the common elements;
- ii) personal property owned by the Corporation, excluding furnishings, furniture and other personal property supplied or installed by the owners; and
- iii) the units, except for any improvements or betterments made or acquired by the unit owners;

in an amount equal to the full replacement cost of such real and personal property, and such units, without deduction for depreciation. This insurance may be subject to a loss deductible clause.

b) Public Liability and Boiler Insurance

The Corporation shall obtain and maintain public liability and property damage insurance, with limits to be determined by the board, insuring the Corporation against its liability resulting from breach of duty as occupier of the common elements, or arising from the ownership, use or operation, by or on its behalf, of boilers, machinery, pressure vessels and motor vehicles.

c) General Provision re Policies of Insurance

Such policy or policies of insurance will insure the interest of the Corporation and the owners from time to time, as their respective interests may appear, with mortgagee endorsements which shall be subject to the provisions of this declaration and the insurance trust agreement, and shall contain the following provisions:

- i) proceeds arising from any loss shall be payable to the insurance trustee, save and except that when the amount receivable from the Insurer for any loss arising out of any one occurrence does not exceed ten thousand dollars (\$10,000.00) the proceeds of such loss shall be payable to the Corporation and not to the Insurance Trustee;
- ii) waivers of subrogation against the Corporation, its manager, agents, employees and servants, and against the owners, and any resident, tenant, invitee, or licensee of a unit, except for damage arising out of arson and fraud caused by any one of the above;
- iii) such policy or policies of insurance shall not be cancelled or substantially modified without at least sixty (60) days written notice sent by registered mail to all parties whose interests appear thereon, and to the insurance trustee.
- iv) waivers of any defence based on co-insurance or of invalidity arising from any act or omission, or breach of a statutory condition, by any insured;

- v) provision that the same shall be primary insurance in respect of any other insurance carried by the owner;
- vi) waiver of the insurer's option to repair, rebuild or replace in the event that after damage the government of the property is terminated pursuant to the Act.

Section 30 - General Provisions Regarding the Condominium Insurance

- a) Prior to obtaining any policy or policies of insurance under this part, or any renewal or renewals thereof, or at such other times as the board may deem advisable; the board shall obtain an appraisal from an independent qualified appraiser, of the full replacement cost of the property, for the purpose of determining the amount of insurance to be affected pursuant thereto, and the cost of such appraisal shall be a common expense; provided that no appraisal shall be necessary with respect to the initial policy or policies placed by the Declarant.
- b) The Corporation, its board, and its officers shall have the exclusive right, on behalf of itself and as agents for the owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation, and to give such releases as are required, and any claimant, including the owner of a damaged unit, shall be bound by such adjustment. Provided however that the board may, in writing, authorize an owner to adjust any loss to his unit.
- c) Every mortgagee shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage. This paragraph (c) shall be read without prejudice to the right of any mortgagee to exercise the right of an owner to vote or to consent, if the mortgage itself contains such a provision.

- d) A certificate or memorandum of all insurance policies and endorsements thereto shall be issued as soon as possible to each owner and a duplicate original or certified copy of the policy to each mortgagee. Renewal certificates or certificates of new insurance policies shall be furnished to each owner, and renewal certificates or certified copies of new insurance policies shall be furnished to each mortgagee no later than ten days before the expiry of any current insurance policy. The master policy for any insurance coverage shall be kept by the Corporation in its offices, available for inspection by an owner or mortgagee on reasonable notice to the Corporation.
- e) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation, or to direct that loss shall be payable in any manner other than as provided in the declaration.

#### Section 31 - Indemnity Insurance

The Corporation shall obtain and maintain insurance for the benefit of directors or officers of the Corporation in order to indemnify them against any liability, cost, charge or expense ("liabilities") incurred by them in the execution of their duties, provided that such insurance shall not indemnify them against liabilities incurred by them as a result of a contravention of S. 24(1) of the Act.

#### Section 32 - Insurance Maintained by the Individual Unit Owners

It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the Corporation and that the following insurance, or any other insurance, if deemed necessary or desirable by any owner, may be obtained and maintained by such owner:

- a) Insurance on any additions or improvements made by the owner to his unit and for furnishings, fixtures, equipment, decorating and personal property and chattels of the owner contained within his unit, and his personal property and chattels stored elsewhere on the property, including his automobile or automobiles, and for loss of use and

occupancy of his unit in the event of damage. Such policy or policies of insurance shall contain waivers of subrogation against the Corporation, its manager, agents, employees, and servants, and against the other owners and any residents, tenants, invitees or licencees of such other units, except for any damage arising from vehicle impact, arson and fraud caused or contributed by any of the above.

- b) Public liability insurance covering any liability of any owner or any resident, tenant, invitee or licensee of his unit, to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation.

#### Section 33 - Indemnification by Owners

- a) Each owner shall indemnify and save the Corporation harmless from any loss, costs, damage, injury or liability which the Corporation may suffer or incur resulting from or caused by any act or omission of such owner, or any resident, tenant, invitee or licensee of his unit, to the common elements or to any unit, except for any loss, costs, damage, injury or liability insured against by the Corporation. All payments to be made pursuant to this section are deemed to be additional contributions toward the common expenses payable by such owner and recoverable as such.

#### Section 34 - Insurance Trust Agreement

The Corporation shall enter into and at all times maintain an insurance trust agreement with a trust company, registered under The Loan and Trust Corporations Act, or a chartered bank. Such agreement shall provide that the trustee shall hold all insurance proceeds in trust and disburse the proceeds in satisfaction of the Corporation's and owners' respective obligations to repair in accordance with the provisions of the Act. Notwithstanding the foregoing, where insurance proceeds payable on any one loss are less than ten thousand dollars (\$10,000.00), such proceeds shall be paid directly to the Corporation pursuant to the direction of the Insurance Trustee as set forth in the Insurance Trust Agreement, and shall be held in trust and disbursed by

the Corporation as if it were acting as the Insurance Trustee.

The Insurance Trust Agreement entered into by the Corporation at a time when the Declarant owns a majority of the units, shall terminate within twelve (12) months from the date of registration of the declaration unless ratified within such twelve (12) month period by the board of directors elected at a time when the Declarant ceases to be the registered owner of a majority of the units. If the aforementioned Insurance Trust Agreement is not so ratified, then such new board shall enter into a new Insurance Trust Agreement with another trust company or chartered bank, so that an Insurance Trust Agreement will at all times be in existence and maintained by the Corporation. If ratified as aforesaid, this Insurance Trust Agreement shall continue automatically on an annual basis until such time as the Corporation delivers written notice to the Insurance Trustee of its desire to terminate the agreement.

#### PART 9 - GENERAL MATTERS

##### Section 35 - Rights of Entry

- a) The Corporation, or any insurer of the property or any part thereof, their respective agents, employees or authorized representatives or any other person authorized by the board, shall be entitled to enter any unit or any part of the common elements over which any owner has the exclusive use, at all reasonable times and upon giving reasonable notice, for the purposes of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy or policies, remedying any condition which might result in damage to the property, or carrying out any duty imposed upon the Corporation.
- b) In case of an emergency, any agent, employee or authorized representative of the Corporation may enter a unit at any time without notice, for the purpose of repairing the unit, common elements or any part of the common elements over which any owner has the exclusive use, or for the purpose of correcting any condition which might result in damage or loss to the property or any assets of the Corporation. The Corporation or any one authorized by it may determine whether such an emergency exists.



- c) If any owner, resident or tenant of a unit shall not be personally present to grant entry to such unit, the Corporation, or its agents, may enter upon such unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof, provided that they exercise reasonable care.
- d) The rights and authority hereby reserved to the Corporation, any insurer as aforesaid, and their respective agents, employees or authorized representatives, does not impose upon them any responsibility or liability whatsoever for the care or supervision of any unit except as specifically provided in the declaration or the by-laws.

#### Section 36 - Invalidity

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

#### Section 37 - Waiver

The failure to take action to enforce any provision contained in the Act, the declaration, the by-laws, or the rules of the Corporation, irrespective of the number of violations or breaches which may occur, shall not constitute a waiver of the right to do so thereafter, nor be deemed to abrogate or waive any such provision.

#### Section 38 - Notice

Except as provided in the Act or as hereinbefore set forth, any notice, direction or other instrument required to be given shall be given as follows:

- a) To an owner, by giving same to him, or to any director or officer of the owner, either personally or by ordinary mail postage prepaid, addressed to him at the address for service given by such owner for the Corporation's record, or if no such address has been given to the Corporation, then to such owner at his respective unit.

- b) To a mortgagee who has notified the Corporation of his interest in any unit, by giving same to such mortgagee or to any director or officer of such mortgagee either personally or by ordinary mail, postage prepaid, addressed to such mortgagee at the address for service given by such mortgagee to the Corporation.
- c) To the Corporation, by giving same to any director or officer of the Corporation, either personally or by ordinary mail, postage prepaid, addressed to the Corporation at its address for service.

If such notice is mailed as aforesaid, the same shall be deemed to have been received and to be effective on the first business day following the day on which it was mailed.

Section 39 - Construction of Declaration

This declaration shall be read with all changes of number and gender required by the context.

Section 40 - Headings


The headings in the body of the declaration form no part of the declaration but shall be deemed to be inserted for convenience of reference only.

DATED at the City of North York, in the Municipality of Metropolitan Toronto, and Province of Ontario, this 25th day of September 1980.

IN WITNESS WHEREOF the Declarant has hereunto affixed its corporate seal under the hands of its proper officers duly authorized in that behalf.

GRANDBY INVESTMENTS LIMITED

Per:

  
HARVEY FRUITMAN - Vice-President

Per:

  
RICHARD R. KENNEDY - Secretary

SCHEDULE "A"

TO THE DECLARATION OF GRANDBY INVESTMENTS LIMITED

In the Borough of Etobicoke, in the Municipality of Metropolitan Toronto, being those parts of Lot 22 on Concession "A" Fronting the Humber, designated as Parts 1, 2, 3, 4, 5 and 6 on a Plan of Survey of Record filed in the Land Registry Office for the Land Titles Division of Toronto and York South (No. 66) as No. 66R-10110.

Subject to an easement in favour of The Corporation of the Borough of Etobicoke, over Parts 1 and 4 on said Plan 66R-10110, as set out in Instrument No. A-770767.

Being a part of Parcel 22-7, Section E-19.

SCHEDULE "B" TO THE DECLARATION OF  
GRANDBY INVESTMENTS LIMITED

(Page 1)

THE CONDOMINIUM ACT, 1978

CONSENT UNDER CLAUSE B OF SUBSECTION  
1 OF SECTION 3 OF THE ACT


CANADA PERMANENT TRUST COMPANY

having a registered mortgage within the meaning of  
clause b of subsection 1 of section 3 of The Condominium Act, 1978  
registered as Number A-718466  
in the Land Registry Office for the Land Titles Division of Toronto and  
Yorth South (No.66) hereby consents to the registration of this  
declaration pursuant to The Condominium Act, 1978 against the  
land or interest appurtenant to the land described in the  
description.

DATED at Toronto in the Municipality of Metropolitan Toronto,

this 11th day of July 19 80.

CANADA PERMANENT TRUST COMPANY

  
~~XXXX~~ G. Schakelaar  
Manager,  
Trust Accounting

  
~~XXXX~~ J. C. MALCOLM  
MANAGER, CLIENT SERVICES,  
CORPORATE SERVICES DEPARTMENT.

SCHEDULE "B" TO THE DECLARATION OF  
GRANDBY INVESTMENTS LIMITED

(Page 2)

THE CONDOMINIUM ACT, 1978

CONSENT UNDER CLAUSE B OF SUBSECTION

1 of SECTION 3 OF THE ACT

THE BANK OF NOVA SCOTIA

having a registered mortgage within the meaning of  
clause b of subsection 1 of section 3 of The Condominium Act, 1978  
registered as Number A-691217 & A-780252  
in the Land Registry Office for the Land Titles Division of Toronto  
and York South (No.66) hereby consents to the registration of this  
declaration pursuant to The Condominium Act, 1978 against the land  
or interests appurtenant to the land described in the description.

In witness Whereof I Aubrey William Jeffery, being the attorney  
duly appointed for The Bank of Nova Scotia, by Power of Attorney  
registered in the Land Titles Office in and for Toronto & York  
South No. 66, as Number A-712576, have hereunto set my hand  
this 14th day of July, 1979. 1980.

*Law J* ✓ SRE

THE BANK OF NOVA SCOTIA  
by its Attorney as aforesaid

*Law Jeffery*

WITNESS

SMBurgess

B.N.S. Document  
No. 722782  
Approved for  
Execution *Law*

*Law*  
JUL 17 1980

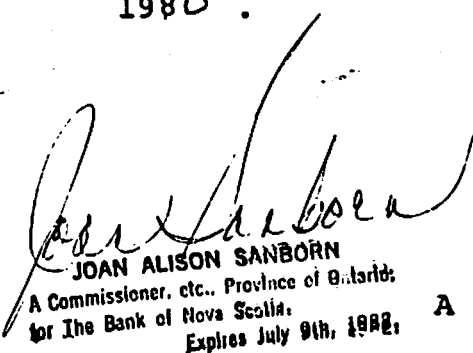
AFFIDAVIT OF SUBSCRIBING WITNESS

I, Shirley Rosetta Burgess  
of the City of Toronto  
in the Municipality of Metropolitan Toronto  
make oath and say:

1. I am a subscribing witness to the attached instrument and I was present and saw it executed by Aubrey William Jeffery as attorney for The Bank of Nova Scotia.
2. I verily believe that the person whose signature I witnessed was authorized to execute the instrument as attorney for The Bank of Nova Scotia.
3. I know the said person and he is, and at the time of the execution of the instrument he was, Assistant General Manager and Director, Credit - Toronto Suburban of the Metropolitan Toronto Region of The Bank of Nova Scotia.
4. I am an employee of The Bank of Nova Scotia and as such have personal knowledge of the matters deposed to herein.

SWORN BEFORE ME at the City )  
of Toronto )  
in the Municipality )  
of Metropolitan Toronto )  
this 15<sup>th</sup> day of July )  
1980 . )

SA Burgess

  
JOAN ALISON SANBORN  
A Commissioner, etc., Province of Ontario,  
for The Bank of Nova Scotia.  
Expires July 9th, 1982.

A Commissioner etc.

SCHEDULE "C"

Monuments controlling the extent of units described and numbered in the Description are the physical surfaces more fully described as follows:

DWELLING UNITS (Being Units 1 to 3, Level 1, Units 1 to 6, Levels 2 to 25, Units 1 to 6, Level 26)

- a) Each dwelling unit is bounded vertically by:
  - (i) The upper surface of the concrete floor slab beneath the unit.
  - (ii) The lower surface of the concrete ceiling except in Units 1 to 5 inclusive Level 26 where the boundary shall be the backside surface of the ceiling drywall. In the vicinity of the skylights located within Units 1 to 5 Level 26 the upper limit shall be the lower or unit surface of the plastic skylights.
  - (iii) In Unit 6 Level 26 the boundary shall be the backside surface of the ceiling drywall. In the vicinity of the atriums located within Unit 6 Level 26 the upper limit shall be the lower or unit surface of the plastic skylights. All that portion between the backside surface of the ceiling drywall of the first floor and the upper surface of the concrete floor slab of the second floor is common element.
- b) Each dwelling unit is bounded horizontally by the interior surface of the unfinished concrete, masonry or block walls and columns except between a portion of the wall dividing Units 5 and 6 Level 21 where the boundary shall be the centre line of the unfinished concrete, masonry or block wall. In the vicinity of pipe spaces the unit is bounded horizontally by the backside of the drywall surrounding such spaces. In the vicinity of metal studs the unit boundary shall be the backside face of drywall.
- c) In the vicinity of windows and exterior doors, the unit boundaries shall be the unfinished interior surfaces of doors, window and door frames and the interior surfaces of all glass panels located therein.
- d) In the vicinity of the chimney portion of Unit 6 Level 26 the unit is bounded by the exterior face of the masonry enclosing the flue.
- e) Provided that any pipes, wires and cables used for water drainage and power which are within any walls or floors together with any heating, air conditioning supply and return lines, air conditioning equipment, ducts, and/or flues, shafts, etc. or control of same, together with any concrete columns or concrete walls which may be within any dwelling unit shall be excluded from such unit.

RECREATIONAL CENTRE UNIT

(Being Unit 179, Level A)

- a) The recreational centre unit is bounded vertically by:
- (i) The upper surface of flexible roof membrane and the exterior finished surface of the plastic skylights and chimney flue projecting from the roof above grade. In the vicinity of the glass panels the boundary shall be the exterior surface of glass panels.
  - (ii) The underside of the concrete slab beneath the unit as well as all footings, tiles or similar appurtenances that contribute to the support or provide drainage for the recreational centre unit.
- b) The recreational centre unit is bounded horizontally by the exterior surface of concrete and masonry walls. In the vicinity of the chimney the boundary shall be the exterior of stone facing.
- c) In the vicinity of windows and exterior doors the recreational centre unit boundaries shall be the unfinished exterior surfaces of such doors, window and door frames and the exterior surfaces of all glass panels located therein. At exits and entrances to this unit where no doors are constructed the production of the exterior walls and columns across the corridors shall be the unit boundaries.
- d) In the vicinity of Units 140, 139, 138, 134, 133, 178 (Level A) the boundary shall be a vertical plane, said plane is witnessed and controlled by measurements as illustrated on Part 2 of the description filed concurrently herewith.
- e) It is the intention that all appurtenances, structural walls, columns, and related equipment that is permanently attached to this unit shall form a part thereof.

PARKING UNITS

(Being Units 1 to 140, Level A, Units 1 to 148, Level B)

The boundaries of the Parking Units shall be:

- a) The unfinished upper surface or unit side of the concrete floor slab beneath such unit.
- b) The unfinished interior surface or unit side of the concrete ceiling slab above such unit.
- c) The unfinished interior surface or unit side of concrete block or masonry walls and columns.
- d) In the vicinity of the steel rails in Units 97, 98, 99, Level B, the boundary shall be the unit side line and face of the steel rails.



- e) The vertical planes formed by:
  - (i) The production of the face of the masonry walls.
  - (ii) The centre line of the concrete columns.
  - (iii) Measurements from the concrete columns and walls as illustrated in Part 2 of the description.
  - (iv) In the vicinity of Units 100 to 104 inclusive Level B a vertical plane, said plane is witnessed and controlled by measurements as set out in (iii) above and illustrated on Part 2 of the description filed concurrently herewith.
- f) Provided that the aforementioned units shall exclude all concrete, concrete block or masonry portions of load bearing walls or columns located within the unit and such fire hose cabinets, fans, pipes, wires, cables, conduits, ducts, flues or similar apparatus that supplies any service.

LOCKER UNITS (Being Units 141 to 178, Level A and Units 149 to 210, Level B)

- a) Each locker unit is bounded vertically by:
  - (i) Upper surface of concrete floor.
  - (ii) Backside surface of drop ceiling drywall of Level A or underside of concrete slab of Level B.
- b) Each Locker Unit is bounded horizontally by the backside face of drywall or the unit side face of concrete or masonry wall and the production thereof across openings for doors. In the vicinity of pipe spaces the unit is bounded horizontally by the backside of the drywall surrounding such spaces.
- c) Provided that any pipes, wires and cables used for water drainage and power which are within any walls or floors together with any heating and air conditioning equipment, ducts, and/or flues, shafts, etc. or controls of same, together with any concrete columns or concrete walls which may be within any Locker Unit shall be excluded from such unit.

SECURITY GATE HOUSE UNIT (Being Unit 5, Level 1)

The Security Gate House Unit is bounded by:

- a) The upper surface of the concrete garage roof and the production thereof to the intersection with the vertical planes as hereinafter set out in subparagraph (c).
- b) The horizontal plane twenty feet (20) above the last mentioned limit and its production. The plane is parallel to and measured perpendicularly from the upper surface of the garage roof.
- c) The vertical planes as referenced to the structure at grade and its production to intersect with the upper and lower limits as hereinbefore defined in subparagraph (a) and (b) as illustrated on Part 1 of the description filed concurrently herewith.

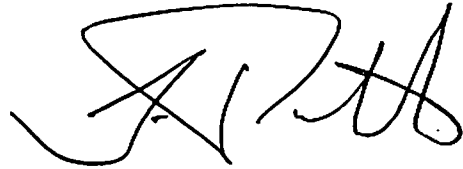
THREE OUTDOOR TENNIS COURTS AND ONE OUTDOOR POOL (Being Unit 4, Level 1)

The outdoor tennis courts and pool are bounded by:

- a) A horizontal plane thirty feet (30) above and a horizontal plane twenty feet (20) below the upper side face of tiled apron by pool at grade.
- b) The vertical planes as referenced to the structure at grade and its production to intersect with the upper and lower limits as hereinbefore defined in (a) above and as illustrated on Part 1, Sheet 1 of the description filed concurrently herewith.
- c) Notwithstanding the above, the production of any footings or weeping tiles into the unit shall be excluded from such unit.

I. M. PASTUSHAK LIMITED

PER:

A handwritten signature in black ink, appearing to be 'I. M. Pastushak', written over a horizontal line.

I. M. PASTUSHAK, O.L.S.

SCHEDULE "D" TO THE DECLARATION  
OF GRANDBY INVESTMENTS LIMITED

<u>Unit</u>	<u>Level</u>	<u>Proportion of Common Interest and Expenses (Expressed as Percentages to each unit)</u>	
1	1	0.5968	x1 = 0.5968
2	1	0.6122	x1 = 0.6122
3	1	0.6003	x1 = 0.6003
4	1 (outdoor tennis and swimming pool unit)	0.0002	x1 = 0.0002
5	1 (Security Gate House)	0.0001	x1 = 0.0001
1	2 - 25 inclusive	0.5926	x24 = 14.2224
2	2 - 25 inclusive	0.5968	x24 = 14.3232
3	2 - 25 inclusive	0.6122	x24 = 14.6928
4	2 - 25 inclusive	0.6003	x24 = 14.4072
5	2 - 25 inclusive	0.4889	x24 = 11.7336
6	2 - 25 inclusive	0.7833	x24 = 18.7992
1	26	0.6551	x1 = 0.6551
2	26	0.6599	x1 = 0.6599
3	26	0.6747	x1 = 0.6747
4	26	0.6628	x1 = 0.6628
5	26	0.5106	x1 = 0.5106
6	26	1.1538	x1 = 1.1538
1-4, 6-99, 102-105, 107-109 111-120, 123-132 134-137, 139-140 )	A Parking (Single)	0.0150	x131 = 1.9650
5, 100-101, 106 110, 121-122, 133 138 )	A Parking (Tandem)	0.0300	x9 = 0.2700
141-178	A Locker	0.0100	x38 = 0.3800
179	A Recreational Centre Unit	0.0001	x1 = 0.0001
2-104, 116-118, 120-129, 132-145 147-148 )	B Parking (Single)	0.0150	x132 = 1.9800
1, 105-115, 119, 130-131, 146 )	B Parking (Tandem)	0.0300	x16 = 0.4800
149-210	B Locker	0.0100	x62 = 0.6200
<hr/>			
100.0000			

DEL REALTY INCORPORATED confirms the percentages and calculations herein.

DEL ZOTTO, ZORZI, APPLEBAUM  
Solicitors for the Declarant  
Per: T. Zynul

DEL REALTY INCORPORATED

Per: 

SCHEDULE "E" TO THE DECLARATION OF  
GRANDBY INVESTMENTS LIMITED

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COMMON EXPENSES

- a) All expenses of the Corporation incurred by it in the performance of its objects and duties whether such objects and duties are imposed under the provisions of the Act, the declaration, the by-laws or rules of the Corporation.
- b) All sums of money payable by the Corporation for the obtaining and maintenance of any insurance coverage required or permitted by the Act or the declaration.
- c) All sums of money payable for utilities and services serving the units or common elements including, without limiting the generality of the foregoing, monies payable on account of:
- insurance premiums
  - electricity
  - water
  - waste disposal
  - fuel
  - maintenance materials, tools and supplies
- d) All sums of money required by the Corporation for the acquisition or retention of real property for the use and enjoyment of the property, or for the acquisition, repair, maintenance or replacement of personal property for the use and enjoyment of the common elements.
- e) All sums of money paid or payable by the Corporation for legal, engineering, accounting, auditing, expert appraising, maintenance, managerial and secretarial advice and services required by the Corporation in the performance of its objects and duties.

- f) All sums of money paid or payable by the Corporation to any and all persons, firms or companies engaged or retained by it, its duly authorized agents, servants and employees for the purpose of performing any or all of the duties of the Corporation.
- g) All sums of money assessed by the Corporation for the reserve fund to be paid by every owner as part of their contribution towards common expenses, for the major repair and replacement of common elements and assets of the Corporation.
- h) All sums of money paid by the Corporation for any addition, alteration, improvement to or renovation of the common elements or assets of the Corporation.
- i) All sums of money payable on account of realty taxes (including local improvement charges) levied against the property until such time as such taxes are levied against the individual units and against those parts of the common elements that are leased for business purposes upon which the lessee carries on an undertaking for gain.
- j) The fees and disbursements of the Insurance Trustee.
- k) 50% of all maintenance, operating and improvement costs related to that portion of the recreational facilities and security gate house in operation and available for use by the unit owners, all of which are eventually to be owned jointly by this corporation and the adjacent condominium corporation to be registered by the Declarant. These costs shall include, without limitation :
- (i) the provision of heat, hydro, water, and all other utilities servicing the recreational facilities and security gate house.

- (ii) the provision of all recreational programmes and staff associated with running the recreational centre, as well as providing security staff for the gate house.
- (iii) the provision, replacement and maintenance of all equipment, and buildings used in connection with the recreational facilities and security gate house.
- (iv) municipal taxes, insurance, and common expense assessments.

SCHEDULE "F" TO THE DECLARATION OF  
GRANDBY INVESTMENTS LIMITED

Exclusive Use of Common Elements

The owners of the dwelling units on Levels 1 - 25 inclusive, from which there is direct access to those parts of the common elements as described on Part 1, Sheets 1 and 2 in the description as a balcony shall have exclusive use and enjoyment of such balcony.

In addition, the owner of unit 6, level 26, shall have the exclusive use of that portion of the common elements designated as B-1 (a roof balcony) as illustrated on Part 3 of the description filed concurrently herewith.

SCHEDULE "G"

2010 ISLINGTON - N.W. CORNER OF ISLINGTON & DIXON

<u>SELLING UNITS</u>		combined with		<u>PARKING UNITS</u>		combined with		<u>LOCKER UNITS</u>	
<u>Level</u>	<u>Unit</u>	<u>Unit</u>	<u>Level</u>	<u>Unit</u>	<u>Level</u>	<u>Unit</u>	<u>Level</u>	<u>Unit</u>	<u>Level</u>
1	1	122 to 140, both inclusive, all on Level A 30, 31, 42*, 45, 98, 111 & 125 all on Level B						----	----
1	2	144	B	145	B	--	--	----	----
1	3	39	B	40	B	--	--	----	----
1	Super	--	--	--	--	--	--	----	----
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2	1	55	B	56	B	--	--	----	----
2	2	55	A	--	-	--	-	197	B
2	3	32	B	33	B	--	--	----	----
2	4	134	B	--	-	--	-	----	----
2	5	92	A	93	A	--	-	150	A
2	6	101	B	102	B	--	-	----	----
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3	1	66	B	67	B	--	-	168	B
3	2	16	B	--	-	--	-	209	B
3	3	17	B	18	B	--	-	----	----
3	4	35	B	--	-	--	-	204	B
3	5	41	B	--	-	--	-	153	B
3	6	18	A	20	A	--	-	----	----
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4	1	76	B	77	B	--	-	198	B
4	2	71	A	72	A	--	-	205	B
4	3	5	A	--	-	--	-	161&170	A
4	4	94	B	95	B	--	-	----	----
4	5	107	B	--	-	--	-	179	B
4	6	57	A	58	A	--	-	171	B
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5	1	22	A	--	-	--	-	----	----
5	2	73	A	--	-	--	-	----	----
5	3	113	B	--	-	--	-	----	----
5	4	28	B	23	B	--	-	----	----
5	5	63	A	--	-	--	-	150	B
5	6	40	A	54	A	--	-	----	----

\*For the use of the Building Superintendent



DWELLING UNITS

PARKING UNITS

LOCKER UNITS

<u>Level</u>	<u>Unit</u>	<u>Unit</u>	<u>Level</u>	<u>Unit</u>	<u>Level</u>	<u>Unit</u>	<u>Level</u>	<u>Unit</u>	<u>Level</u>
6	1	80	B	81	B	--	--	175	B
6	2	109	B	--	-	--	--	180 & 182	B
6	3	116	A	117	A	--	--	----	----
6	4	137	B	138	B	--	--	----	----
6	5	130	B	--	-	--	--	159	B
6	6	94	A	95	A	--	--	155	A
7	1	3	A	4	A	--	--	164	A
7	2	89	A	90	A	--	--	178	A
7	3	110	B	--	-	--	--	187	B
7	4	60	B	123	B	--	--	----	----
7	5	61	B	--	-	--	--	196	B
7	6	59	A	82	A	--	--	210	B
8	1	11	A	12	A	--	--	157	A
8	2	121	A	--	-	--	--	146	A
8	3	65	B	--	-	--	--	189	B
8	4	47	B	36	B	--	--	----	----
8	5	83	B	--	-	--	--	190	B
8	6	46	A	47	A	--	--	164	B
9	1	68	B	69	B	70	B	181	B
9	2	64	A	77	A	--	--	173	A
9	3	53	B	54	B	--	--	----	----
9	4	64	B	--	-	--	-	----	----
9	5	21	B	--	-	--	--	156	B
9	6	76	A	109	A	114	A	159	A
10	1	82	B	--	-	--	--	163	B
10	2	127	B	128	B	--	--	208	B
10	3	115	B	--	-	--	--	195	B
10	4	14	B	13	B	--	--	207	B
10	5	106	B	--	-	--	--	161	B
10	6	103	B	104	B	22	B	188	B

DWELLING UNITS				PARKING UNITS				LOCKER UNITS	
Level	Unit	Unit	Level	Unit	Level	Unit	Level	Unit	Level
11	1	81	A	--	-	--	-	153	A
11	2	74	B	--	-	--	-	201	B
11	3	62	A	79	A	--	-	162	A
11	4	62	B	63	B	--	-	-----	-----
11	5	118	A	--	-	--	-	184	B
11	6	75	B	92	B	--	-	199	B
12	1	53	A	60	A	--	-	152	A
12	2	104	A	105	A	--	-	167	A
12	3	9	B	10	B	--	-	174&191	B
12	4	113	A	112	A	--	-	173	B
12	5	78	B	79	B	--	-	206	B
12	6	6	A	7	A	--	-	154	A
13	1	21	A	--	-	--	-	-----	-----
13	2	101	A	--	-	--	-	174	A
13	3	30	A	--	-	--	-	--	-
13	4	4	B	124	B	--	-	-----	-----
13	5	34	B	29	B	--	-	-----	-----
13	6	96	A	97	A	--	-	176	B
14	1	107	A	108	A	--	-	194	B
14	2	59	B	--	-	--	-	202	B
14	3	56	A	38	A	--	-	-----	-----
14	4	19	A	--	-	--	-	-----	-----
14	5	91	A	--	-	--	-	158	B
14	6	43	B	44	B	--	-	158	A
15	1	1	B	--	-	--	-	177	B
15	2	86	B	--	-	--	-	152	B
15	3	121	B	--	-	--	-	156	A
15	4	126	B	112	B	--	-	-----	-----
15	5	105	B	--	-	--	-	-----	-----
15	6	110	A	--	-	--	-	163	A

DWELLING UNITS

PARKING UNITS

LOCKER UNITS

<u>Level</u>	<u>Unit</u>	<u>Unit</u>	<u>Level</u>	<u>Unit</u>	<u>Level</u>	<u>Unit</u>	<u>Level</u>	<u>Unit</u>	<u>Level</u>
16	1	119	B	120	B	--	-	165	B
16	2	78	A	--	-	--	-	141	A
16	3	85	A	86	A	--	-	----	----
16	4	87	B	88	B	--	-	149	B
16	5	108	B	--	-	--	-	157	B
16	6	69	A	70	A	--	-	147	A
17	1	84	B	85	B	--	-	162	B
17	2	106	A	--	-	--	-	148	A
17	3	23	A	24	A	25	A	----	----
17	4	29	A	28	A	--	-	----	----
17	5	111	A	--	-	--	-	166	B
17	6	44	A	45	A	--	-	151	B
18	1	48	A	49	A	--	-	149	A
18	2	67	A	68	A	--	-	165	A
18	3	119	A	120	A	--	-	----	----
18	4	39	A	--	-	--	-	----	----
18	5	100	B	--	-	--	-	160	B
18	6	8	A	9	A	10	A	168	A
19	1	90	B	91	B	--	-	185	B
19	2	51	A	52	A	--	-	166	A
19	3	13	A	--	-	--	-	167	B
19	4	2	B	3	B	--	-	----	----
19	5	71	B	93	B	--	-	----	----
19	6	65	A	66	A	--	-	177	A
20	1	36	A	--	-	--	-	----	----
20	2	33	A	--	-	--	-	----	----
20	3	131	B	--	-	--	-	----	----
20	4	19	B	20	B	--	-	183	B
20	5	122	B	140	B	--	-	----	----
20	6	24	B	25	B	--	-	200	B

DWELLING UNITS

PARKING UNITS

LOCKER UNITS

<u>Level</u>	<u>Unit</u>	<u>Unit</u>	<u>Level</u>	<u>Unit</u>	<u>Level</u>	<u>Unit</u>	<u>Level</u>	<u>Unit</u>	<u>Level</u>
21	1	42	A	43	A	--	-	155	B
21	2	87	A	88	A	--	-	143	A
21	3	116	B	129	B	--	-	----	----
21	4	132	B	133	B	--	-	----	----
21	5	74	A	--	-	--	-	171	A
21	6	114	B	--	-	--	-	172	A
22	1	15	B	97	B	--	-	----	----
22	2	49	B	50	B	--	-	----	----
22	3	51	B	52	B	--	-	----	----
22	4	89	B	--	-	--	-	176	A
22	5	75	A	--	-	--	-	175	A
22	6	83	A	84	A	--	-	----	----
23	1	26	B	27	B	--	-	----	----
23	2	135	B	136	B	--	-	----	----
23	3	57	B	58	B	--	-	----	----
23	4	14	A	15	A	--	-	144	A
23	5	37	B	38	B	--	-	----	----
23	6	98	A	99	A	100	A	( 186 ( 142	B A
24	1	50	A	--	-	--	-	203	B
24	2	34	A	35	A	--	-	----	----
24	3	96	B	99	B	148	B	----	----
24	4	73	B	72	B	--	-	170	B
24	5	26	A	--	-	--	-	169	A
24	6	102	A	103	A	--	-	154	B
25	1	31	A	32	A	--	-	----	----
25	2	41	A	27	A	37	A	----	----
25	3	115	A	--	-	--	-	178	B
25	4	46	B	48	B	--	-	193	B
25	5	143	B	146	B	--	-	----	----
25	6	5	B	6	B	--	-	192	B

DWELLING UNITS

PARKING UNITS

LOCKER UNITS

<u>Level</u>	<u>Unit</u>	<u>Unit</u>	<u>Level</u>	<u>Unit</u>	<u>Level</u>	<u>Unit</u>	<u>Level</u>	<u>Unit</u>	<u>Level</u>
26	1	11	B	12	B	--	-	172	B
26	2	80	A	61	A	--	-	145	A
26	3	1	A	2	A	--	-	160	A
26	4	16	A	17	A	--	-	169	B
26	5	117	B	118	B	147	B	----	----
26	6	( 7	B	8	B	139	B	151	A
		( 141	B	142	B				

BY-LAW NO. 2

YORK CONDOMINIUM CORPORATION NO. 531

ENACTED THIS 31st DAY OF OCTOBER, 1980

Be it enacted as a Special By-Law of York Condominium Corporation No. 531 (hereinafter referred to as the Corporation) as follows:

1. That the Corporation enter into a mutual easement and cost-sharing agreement with Grandby Investments Limited dated the 2nd day of October, 1980, in the form attached hereto and marked as Schedule "A", for the purposes set out therein, and that pursuant to the aforesaid easement agreement, the Corporation execute a formal conveyance of easements to the said Grandby Investments Limited in the form of Transfer attached hereto and marked as Schedule "B".
2. That the Corporation execute a covenant to and with Grandby Investments Limited that it shall replace or repair any paving, landscaping or other property of Grandby Investments Limited (or of its successors and assigns) which is damaged or destroyed as a result of the Corporation's actions or the actions of its workmen, servants, or agents in connection with the use or enjoyment of the easement granted by Grandby Investments Limited to the Corporation over and under parts 1 - 4 inclusive on reference plan 66R-11035, which easement was granted to the Corporation and (its workmen, servants, or agents) to enable it to examine, repair, maintain and reconstruct the whole or any part of the underground sewer system situate upon said lands.
3. That the Secretary of the Corporation be and he is hereby authorized to execute on behalf of the Corporation the covenant referred to in paragraph 2 above, together with the aforesaid easement agreement (Schedule "A") and all other requisite documents or affidavits required in order to register the said easement agreement and the said transfer and conveyance of easements to Grandby Investments Limited.

The foregoing Special By-Law is hereby enacted as By-Law No. 2 of York Condominium Corporation No. 531

Dated at Toronto this 31st day of October, 1980.

YORK CONDOMINIUM CORPORATION NO. 531  
by its sole member  
GRANDBY INVESTMENTS LIMITED

Per:   
HARVEY FRUITMAN

Per:   
RICHARD R. KENNEDY



**SCHEDULE "A"**

This Agreement made this 2nd day of October, 1980.  
BETWEEN:

GRANDBY INVESTMENTS LIMITED, a Corporation  
incorporated under the Laws of the Province  
Ontario

(hereinafter called "Grandby")  
PARTY OF THE FIRST PART

**-and-**

**YORK CONDOMINIUM CORPORATION NO. 531**, a Corporation created by the registration of a Declaration and Description on the 30th day of September, 1980, in the Land Titles Office at Toronto as Instrument No. B-676360 xxxxxxxxxxxxxxxxxxxxxxxxx  
Respectfully,

(hereinafter called "Corporation")  
PARTY OF THE SECOND PART

**-and-**

CANADA PERMANENT TRUST COMPANY

(hereinafter called "Canada Permanent")

WHEREAS Grandby is the registered owner of certain lands and premises situate in the Borough of Etobicoke, in the Municipality of Metropolitan Toronto, and registered in the Land Titles Division of Toronto as Parcel 22-7, Section E-19 and more particularly designated as Parts 7 - 13 inclusive on reference plan No. 66R-10110, and upon which lands Grandby intends to build a condominium apartment tower (which lands are hereinafter described as the "phase 2 lands");

AND WHEREAS the Corporation is comprised of owners of units and their appurtenant common interests, and owns the lands designated as Parts 1 - 6 inclusive on reference plan No. 66R-10110 (which lands are hereinafter referred to as the "phase 1 lands");

AND WHEREAS the parties hereto have agreed to grant all requisite easements and enter into an Agreement for the mutual use, maintenance and cost sharing of the common internal roadway and the underground parking garage servicing both the phase 1 lands and the phase 2 lands;

AND WHEREAS the parties hereto have also agreed to grant all requisite easements and enter into a cost-splitting agreement for the purposes of repairing and maintaining all underground storm and sanitary sewer pipes, hydro lines, electrical conduits and interphone lines which travel across both the phase 1 lands and the phase 2 lands.

AND WHEREAS Canada Permanent has joined in this agreement to postpone and subordinate its mortgage to the easements herein created and transferred.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, and the sum of TEN-----  
-----(\$10.00)-----DOLLARS  
of lawful money of Canada, now paid by each party to the other, the receipt and sufficiency of which is by all parties hereby acknowledged, the parties hereto agree with each other as follows:

THE MUTUAL ROADWAY EASEMENT

1. The Corporation hereby grants and transfers to Grandby a right, licence or right in the nature of an easement over and upon the lands designated as Parts 1, 2, 3 and 6 on Reference Plan No. 66R-11576 (hereinafter called the "Grandby roadway easement") for the purposes of vehicular and pedestrian access to and egress from the common internal roadway and underground parking garage situate upon the phase 1 and 2 lands.
2. Grandby hereby grants and transfers to the Corporation a right, licence or right in the nature of an easement over and upon the lands designated as Parts 4 and 5 on Reference Plan No. 66R-11576 (hereinafter called the "Corporation's roadway easement"), for the purposes of vehicular and pedestrian access to and egress from the common internal roadway and underground parking garage situate upon the phase 1 and phase 2 lands.
3. The Corporation shall maintain and keep in good repair the Grandby roadway easement, and Grandby shall contribute such sums of money at such times as may be agreed upon by both Grandby and the Corporation's Board of Directors, for the proper maintenance and repair of the Grandby roadway easement.
4. Grandby shall maintain and keep in good repair the Corporation's roadway easement, and the Corporation shall contribute such sums of money at such times as may be agreed upon by both the Corporation's Board of Directors and Grandby, for the proper maintenance and repair of the Corporation's roadway easement.

THE MUTUAL UTILITIES EASEMENT

5. The Corporation hereby grants and transfers to Grandby and its workmen, servants or agents, a right, licence or right in the nature of an easement in, under and across all of the common elements of the Corporation (hereinafter called the "Grandby utilities easement") for the specific purposes of installing, repairing, maintaining, inspecting, and altering underground storm and sanitary sewer pipes, hydro lines, electrical conduits and interphone lines, together with all appurtenances thereto, as may from time to time be required to provide adequate utility services to the phase 2 lands and specifically to the condominium corporation to be created and registered by Grandby on the phase 2 lands.

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6. Grandby hereby grants and transfers to the Corporation and its workmen, servants or agents, a right, licence or right in the nature of an easement in, under and across those portions of the phase 2 lands that will eventually constitute and comprise the common elements of the condominium corporation to be created and registered by Grandby (as Declarant) on the phase 2 lands, (hereinafter called the "Corporation's utilities easement"), for the specific purposes of installing, repairing, maintaining, inspecting, and altering underground storm and sanitary sewer pipes, hydro lines, electrical conduits and interphone lines, together with all appurtenances thereto, as may from time to time be required to provide adequate utility services to the phase 1 lands.
7. The parties hereto further agree that:
- a. The costs of maintaining and repairing those pipes, wires, cables and conduits which provide utility services only to the phase 1 lands shall be borne by the Corporation alone.
  - b. The costs of maintaining and repairing those pipes, wires, cables and conduits providing utility services only to the phase 2 lands shall be borne by Grandby alone.
  - c. The costs of maintaining and repairing those pipes, wires, cables and conduits which provide utility services to both the phase 1 and phase 2 lands shall be shared equally between the Corporation and Grandby, and for this purpose Grandby and the Corporation shall contribute such sums of money at such times as may be agreed upon by Grandby and the Corporation's Board of Directors, for the proper maintenance and repair of such common pipes, wires, cables and conduits.
8. Grandby agrees to forthwith repair and/or replace any pavement, landscaping or other property (both realty and personalty) owned by the Corporation which is damaged or destroyed by Grandby or its workmen, servants or agents in the course of using or enjoying the Grandby road easement or the Grandby utilities easement.
9. The Corporation agrees to forthwith repair and/or replace any pavement, landscaping or other property (both realty and personalty) owned by Grandby which is damaged or destroyed by the Corporation or its workmen, servants or agents in the course of using or enjoying the Corporation's road easement or the Corporation's utilities easement.
10. It is clearly understood and agreed that any reference to the Corporation in this Agreement shall mean the Corporation, its successors and assigns, the unit owners that are members thereof and their respective tenants, and invitees. Any reference to Grandby in this Agreement shall mean Grandby and its successors and assigns, and shall specifically include the condominium corporation to be created by the registration of the phase 2 lands under The Condominium Act of Ontario, together with the unit owners that will be members thereof and their respective tenants and invitees.

11. Grandby further covenants and agrees that as the Declarant registering the phase 2 lands under The Condominium Act, it shall cause the second condominium corporation to ratify this Agreement and to be bound by all the terms and conditions contained herein as if it had been an original party hereto.
12. All matters that are in dispute between Grandby and the Corporation arising pursuant to or in connection with this Agreement shall be referred to the arbitration of a single arbitrator if Grandby and the Corporation agree upon one; otherwise, to three arbitrators, one to be appointed by each party and the third to be chosen by the first two named before they enter upon the business of arbitration. The award and determination of such arbitrator or arbitrators, or any two of such three arbitrators, shall be binding upon the parties hereto and their respective successors and assigns. If either party fails to appoint an arbitrator within 10 days of the service of notice upon it of the appointment of an arbitrator by the other party, the arbitrator so appointed shall act as sole arbitrator in the reference upon notice by either party to proceed with the arbitration. The two arbitrators so appointed shall, within 15 days of the appointment of the last of such two arbitrators, appoint a third arbitrator and if they fail to agree on such appointment within such period, the third arbitrator shall be appointed by a Judge of the Supreme Court of the Province of Ontario, upon the application of either party. The arbitrators named by each of the parties hereto and the third arbitrator shall be a chartered accountant authorized to practice in the Province of Ontario. The cost of arbitration shall be apportioned between the parties, or against either of them, as the arbitrator(s) may decide.
13. Any notice required or permitted to be given hereunder shall be sufficiently given or delivered by prepaid registered post and addressed to the parties as follows:
- The Corporation: 2010 Islington Avenue, Etobicoke  
Grandby: 4800 Dufferin Street, Downsview, Ontario
- Any parties hereto may designate by written notice pursuant hereto any other address, and in the case of such designation, all such notices shall be sent to the other address. All notices shall be deemed to have been given on the next business date following the date of mailing, or the date upon which such notice is personally delivered, as the case may be.
14. The parties hereto agree to forthwith execute all further assurances, easement agreements or other documents as may be necessary or required in order to carry out the true intent of these presents.
15. This agreement is subject to compliance with the provisions of s.29 of The Planning Act, R.S.O. 1970, as amended.

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[illegible]

17. The headings used in the body of this Agreement form no part thereof but shall be deemed to be inserted for convenience or reference only.

18. This agreement is binding upon the parties hereto and their respective successors and assigns as same are herein defined.

IN WITNESS WHEREOF the parties have hereunto caused to be affixed their corporate seals duly attested by the hands of their respective proper signing officers authorized in that behalf.

GRANDBY INVESTMENTS LIMITED

Per: Harvey Fruitman Vice-President

Per Richard R. Kennedy Secretary

YORK CONDOMINIUM CORPORATION NO. 531

Per: FRED ZORZ President

Per: WILLIAM SCOTT Secretary

**CANADA PERMANENT TRUST COMPANY**

Per: [Signature] Supervisor, Underwriting

Per: [Signature] C. Galbraith  
Manager, Personal Trust

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## SCHEDULE "B"

## The Land Titles Act

YORK CONDOMINIUM CORPORATION NO. 531

the registered owner of the freehold land registered in the Land  
Registry Office for the Land Titles Division of TORONTO  
as Property Parcel & Common Elements Parcel  
in the register for York Condominium Plan No. 531

other good and valuable consideration and  
in consideration of the sum of TWO -----

----- (\$ 2.00) -----Dollars

paid to it TRANSFERRED to

GRANDBY INVESTMENTS LIMITED, a Corporation incorporated  
under the laws of the Province of Ontario and to  
its successors and assigns, and their respective workmen,  
servants or agents, the following easements:

**FIRSTLY:** A right, licence or right in the nature of an easement  
over, along and upon that part of the common elements of York  
Condominium Corporation No. 531, that was formerly designated  
as Parts 1, 2, 3, and 6 on Reference Plan No. 66R-11576, for the  
purposes of vehicular and pedestrian access to and egress from  
the common interior roadway and underground parking garage serving  
the lands comprising part of Lot 22, Concession "A", fronting  
the Humber, in the Borough of Etobicoke, in the Municipality of  
Metropolitan Toronto, and designated as Parts 7 - 13 inclusive  
on Reference Plan 66R-10110.

**SECONDLY:** A right, licence or right in the nature of an easement  
in, under and across all of the common elements of York  
Condominium Plan No. 531, for the specific purposes of installing,  
repairing, maintaining, inspecting and altering underground  
storm and sanitary sewer pipes, hydro lines, electrical conduits,  
and interphone lines, together with all appurtenances thereto,  
as may from time to time be required to provide adequate utility  
services to the lands comprising part of Lot 22, Concession "A",  
fronting the Humber, in the Borough of Etobicoke, in the  
Municipality of Metropolitan Toronto, and designated as Parts  
7 - 13 inclusive on Reference Plan 66R-10110.

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**GENERAL BY-LAW # 7**

**of**

**YORK CONDOMINIUM CORPORATION # 531**

**GENERAL BY-LAW # 7**  
**YORK CONDOMINIUM CORPORATION #531**  
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## GENERAL BY-LAW

### BY-LAW # 7

of

York Condominium Corporation #531

**BE IT ENACTED** as a By-law of York Condominium Corporation #531 (the "Corporation") as follows:

### 1.00 DEFINITIONS

#### 1.01 Definitions

Any provisions stated herein which are defined in the *Condominium Act*, S.O., 1998, c.19 (the "Act") and Ontario Regulations 48/01 and 49/01, and all amendments thereto, shall have ascribed to them the meanings set out therein and in the declaration of the Corporation.

#### 1.02 Rectification

All provisions stated herein shall automatically be deemed to be amended in accordance with any amendments to the corresponding sections of the Act and Regulations hereafter, and the board shall be entitled to authorize the Corporation's solicitor to rectify any of the provisions stated herein in order to properly reflect the revised statutory wording or altered section numbers from time to time, but only to the extent necessary to ensure this General By-Law remains accurate, up-to-date and consistent with the provisions in the Act and applicable regulations without the requirement of a vote by owners when any rectification is undertaken only for that limited purpose.

### 2.00 REPEAL OF PRIOR BY-LAWS

#### 2.01 Repealing By-laws

The Corporation hereby repeals the following pre-existing by-laws of the Corporation and hereby substitutes and supplements them with the superceding provisions set out in this General By-law:

- a) By-law No. 1 (the original general by-law of the Corporation);
- b) By-law No. 3 (previously repealed)
- c) By-law No. 4 (previously repealed)
- d) By-law No. 5 Installation of Storage Lockers on Level 1
- e) By-law No. 6 By-law Amending By-law No. 1

#### 2.02 Continuing By-laws

The Corporation hereby confirms the continuance of all other by-laws of the Corporation registered on title as valid and subsisting by-laws of the Corporation in good standing.

#### 2.03 Continuing Rules

Notwithstanding Article 2.01 hereof, the rules of the Corporation currently in effect immediately prior to enactment of this By-law are hereby continued as valid and subsisting rules of the Corporation in good standing in accordance with s. 58 of the Act, and all such rules shall be enforceable in accordance with their terms and the provisions of the Act, whether or not any such rule was set out in Schedule "A" attached to By-law #1 of the Corporation (now repealed) or otherwise, until and except to the extent any such prior rules have been or will be amended or repealed in accordance with the criteria set out in s. 58 of the Act.

### 3.00 SEAL

#### 3.01 Form of Seal

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

C/S \*

**3.02 Use of Seal**

The board shall be entitled to alter the existing seal and adopt a new seal at any time in its discretion. The secretary shall control the seal, provided that the board may resolve to allow the Corporation's property management company or solicitor to possess and use the seal during the term either of their services are retained by the Corporation, or from time to time. The Corporation's seal shall be affixed to major documents in accordance with the proper execution criteria referred to in this General By-law. The name of the Corporation shall appear in legible characters on the seal.

**4.00 YEAR-END****4.01 Fiscal Year-End**

The financial year end of the Corporation shall be the 30<sup>th</sup> day of June in each year or such other date as the board may by resolution determine from time to time.

**5.00 RECORDS****5.01 Types of Records**

The Corporation or its duly appointed property management company shall keep adequate records as required by s. 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 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, agendas, records of attendance, motions, resolutions, a 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 s. 43 (4) and (5) of the Act;
- (e) The disclosure statement, first year budget and all other lists, items, records and documents mentioned in s. 72 of the Act;
- (f) 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 affecting the Corporation;
- (g) A record of all reserve fund studies, updates, Form 15 reserve fund notices, reserve fund summaries, funding plans, statements of differences and investment plans of the Corporation;
- (h) 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;
- (i) all plans, specifications, quotes, reports, statements, invoices and documents applicable to any material or services supplied to the Corporation.

- (j) any report or opinion received from an inspector, administrator, mediator, arbitrator, appraiser, solicitor, auditor, engineer, contractor or agent, and any court order;
- (k) the record of owners and mortgagees [s. 47], lease record [s. 83], the names and addresses for service of the directors and officers, property manager and status certificate provider, as well as their respective terms of office;
- (l) a copy of all notices sent or received on behalf of the Corporation;
- (m) all requests for status or estoppel certificates and a copy of the certificates issued for the past six financial years;
- (n) a unit file for each unit containing confidential information including, without restriction, the confidential information referred to in Article 5.04 (c) and any other non-confidential information pertaining to the unit, any owner and resident thereof;
- (o) a copy of all consents for alterations to units and/or the common elements in accordance with the declaration and Act, including any owner's alterations agreement entered into with any owner.

#### **5.02 Financial Records**

The Corporation shall keep all financial records for at least 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 destruction of any of the Corporation's records.

#### **5.03 Examination 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 Article 5.04, 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 5 business days' prior written notice given to the Corporation's manager for an appointment period not to exceed 2 hours each, in a manner which does not disrupt the business operations, availability of staff and facilities and scheduling of the property manager.

#### **5.04 Exception**

The right to examine records under Article 5.03 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 Article 5.05, records relating to specific units, owners or residents, including, without restriction, an owner or resident's phone number, the contents of any resident information form, 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 or minutes of meetings of owners, directors, a committee or a task team thereof, until approved by the board, and the minutes of any *in camera* confidential discussions by the board.

**5.05 Unit Files**

Article 5.04 (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 Article 5.03 that relate 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 the owner from examining records under Article 5.03 that relate to the owner.

**5.06 Copies of Records**

Each person who requests a copy of any records of the Corporation shall execute and deliver to the manager the Corporation's standard form Record Acknowledgment (Schedule "D"), whereby the person covenants and agrees to comply with the requirements of this Article, prior to delivery of any such records to such person. 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 costs, including, without restriction, labour rates for processing a request to inspect or copy records, obtaining, 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-and-tear component for equipment at the rate of an additional \$0.05/copy. 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 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 \$500.00 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, manager, owners and professional advisors of the person who have a need to know such information.

**6.00 OWNERS' MEETINGS****6.01 Annual Meetings**

The annual meeting of the owners shall be held not later than 6 months after the Corporation's fiscal year end, at such appropriate meeting place within a circumference of 3 miles from the Corporation's premises, at such time and on such day in each year as the board may determine, for the purpose of hearing and receiving the reports and financial statements required to be read at and laid before the owners at an annual meeting for the appointment of an auditor, in order to fix the auditor's remuneration (or to authorize the board to do so), for the election of directors, for the voting with respect to decision issues listed on the agenda for the meeting and for the transaction of such other business as may properly be brought before the meeting. The board shall lay before each annual meeting for review by the owners a financial statement of the Corporation, approved by the board, as evidenced by the signature of 2 directors, which financial statements shall be made in accordance with generally accepted accounting principles, together with the report of the auditor to the owners, and such further information respecting the financial position of the Corporation as the Act and by-laws may require. At any annual general meeting, an owner may raise for discussion any matter relevant to the affairs and business of the Corporation.

**6.02 Special Meetings**

The board shall have the power at any time to call a special meeting of the owners for the transaction of any business, the nature of which shall be specified in the notice calling the meeting. In the event

the Board calls a meeting of owners for information purposes only where no business is transacted, it is unnecessary to comply with the usual formalities pertaining to a meeting of owners.

**6.03 Requisition Meetings**

- a) 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 15 per cent of the units (other than a unit used for parking, storage, services, facilities or mechanical purposes), are listed in the record maintained by the Corporation under s. 47 (2) of the Act and are entitled to vote.
- b) The requisition shall be in writing and be signed by the requisitionists, state the nature of the business to be presented at the meeting, and be delivered personally or by registered mail to the president or secretary of the board at the current address disclosed in the Corporation's records, or deposited at the address for service of the Corporation (determined by reviewing the Notice of Address for Service registered on title). Requisitionists' signatures shall only be validated to the extent of one owner's signature per unit, with such unit owner's name and unit number legibly printed or written beside such signature, set out on a numbered signature page which contains a brief summary identifying the requisition business which may be disclosed in greater detail on the first page of the requisition.
- c) If the nature of the business to be presented at the meeting includes the removal of one or more of the directors, the requisition shall state, for each director who is proposed to be removed, the name of the director, the reasons for the removal and whether the director is a standard director or occupies a position on the board that under s. 51 (6) of the Act is 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. Pursuant to s. 33 of the Act, a standard director may be removed before the expiration of the director's term of office by a vote of the owners at a meeting duly called for the purpose where the owners of more than 50% of all of the units in the Corporation vote in favour of removal. No persons other than the owners of owner-occupied units may vote to remove the owner-occupied director from the board. The owner-occupied director may be removed before the expiration of his/her term of office by a vote of the owners at a meeting duly called for the purpose, where the owners of more than 50% of all of the owner-occupied units in the Corporation vote in favour of removal. The owners may, at that meeting, elect any person qualified to be a member of the board for the remainder of the term of a director who has been removed.
- d) To save expense, it is recommended that the requisition be worded to request the requisition business be conducted at the Corporation's next annual general meeting. Upon receiving a requisition, the board shall, if the requisitionists so request in the requisition or consent in writing, add the business to be presented to the agenda of items for the next annual general meeting, or otherwise, the board shall call and hold a meeting of owners within 35 days.
- e) In the event the requisition fails to comply with any of the requirements set out in Article 6.03, the requisition shall be rejected by the board and written reasons for the rejection shall be mailed to each of the identifiable requisitionists within 20 days after receipt by the Corporation of the requisition.
- f) If the board does not comply, a requisitionist may call a meeting of owners which shall be held within 45 days of the day on which the meeting is called. Upon request, the Corporation shall reimburse a requisitionist who calls a meeting for the reasonable costs incurred in calling the meeting.
- g) Persons who make any oral or written statements during proxy solicitations, in newsletters or at a requisition meeting shall conduct themselves with decorum and integrity, exercising due diligence to ascertain the accuracy of their statements and avoiding defamation, while

complying with the criteria set out in the Owners' Code of Ethics attached hereto as Schedule "B" and forming part hereof.

#### 6.04 Meeting Notice

- a) A notice of a meeting of owners shall be in writing, and shall be given at least 15 clear days before the date of the meeting to each owner who has notified the Corporation in writing of the owner's name and address for service and to each mortgagee of the unit who, under the terms of the mortgage, has the right to vote at a meeting of owners in the place of the unit owner or to consent in writing in place of the unit owner, as long as the mortgagee has notified the Corporation in writing of such right, as well as the mortgagee's name and address for service. The Corporation shall not be obligated to give notice to any owner or mortgagee who has failed to comply with these requirements.
- b) The Corporation shall maintain a record of the names and addresses for service that it receives from owners and mortgagees. A person whose name is in the record shall notify the Corporation in writing of all changes in his, her or its address for service. Persons whose names appear in the record 20 days before the date of a meeting of owners shall be deemed to be the only persons to whom the notice is required to be given. The Corporation and all others shall only use the record for the purposes of the Act, and for no other purpose.
- c) A notice that is required to be given to an owner or a mortgagee shall be delivered to the person personally or sent by pre-paid mail addressed at the person's address for service that appears in the record. Notice may instead be sent by facsimile transmission, electronic mail or any other method of electronic communication, if the person agrees in writing that the party giving the notice may give the notice in that manner. Notice may also be given to an owner by delivering the notice to the owner's unit or at the mailbox for the unit, unless the party giving the notice has received a written request from the owner that the notice shall not be given in that manner, or unless the address for service that appears in the record is not the address of the owner's unit.
- d) A notice of a meeting of owners shall specify the place, the date and the hour of the meeting, as well as the nature of the business to be presented at the meeting. Such a notice shall be accompanied by an agenda for the meeting listing items of business determined by the board. A copy of all proposed changes to the declaration, by-laws, rules or any agreement that is to be discussed at the meeting shall accompany the notice, together with a copy of any requisition (if applicable) and any other documents as determined by the board. The notice for an annual general meeting shall be accompanied by a copy of the financial statements and the auditor's report for the past fiscal year end and a copy of the draft minutes of the last meeting of owners.
- e) The notice of a meeting to elect one or more directors shall include the name and address of each individual who has notified the board in writing of the individual's intention to be a candidate in the election as of the 4th day before the notice is sent by the Corporation to the owners. With respect to the position on the board reserved for voting by the owners of owner-occupied units, the notice of meeting in a year when such position must be filled shall include a statement that one position on the board is reserved for voting by owners of owner-occupied units, together with a statement indicating which persons have notified the board in writing as of the day before the notice to owners is sent that they intend to be candidates for that position on the board.
- f) A certificate by the property management company's staff or any director or officer confirming that notice was duly given in accordance with all requirements shall *prima facie* constitute due notice of the meeting, whether or not such notice was received by any owner or mortgagee of record, unless the contrary is proved. An owner or mortgagee who attends a meeting or who is represented by proxy at a meeting shall be deemed to have waived the right to object to a failure to give the required notice, unless the person expressly objects to the failure at the meeting. After hearing any relevant evidence, the chair shall determine whether, on a balance of probabilities, the appropriate notice was given, failing which, the chair shall determine whether the failure to give appropriate notice was or would be likely,

on a balance of probabilities, to significantly affect the outcome of any business conducted at the meeting in a manner which would justify termination or adjournment of the meeting.

#### **6.05 Quorum**

At any meeting of owners, a quorum for the transaction of business shall be constituted when owners or mortgagees entitled to receive notice and to vote, who own not less than 33-1/3 per cent of the units of the Corporation are present in person or represented by proxy, as confirmed by the registrar of the meeting.

#### **6.06 Adjournment**

- a) If 30 minutes after the time appointed for the holding of any annual general meeting or business meeting of owners (except a requisition meeting) has elapsed and a quorum is not present, the meeting shall be dissolved and shall stand adjourned to a date and time within 120 days thereafter and at such meeting place as the board shall determine. Notice of the time, date and place of such adjourned meeting shall be given at least 15 days prior to the convening of such meeting.
- b) In the event that at any annual general meeting or business meeting of owners (other than a requisition meeting) there is an insufficient quorum of owners present in person or by proxy in order to achieve the voting criteria required to approve any business which must be approved by an extraordinary vote, the chair may adjourn that specific portion of the meeting business to be conducted in person or by proxy at an adjourned meeting of owners to be called and held by the board on a selected date thereafter in accordance with all notice and meeting requirements, in which event any executed proxies (which identify the unit number of the proxy grantor) and any ballots (having the unit number written thereon, signed by the owner or mortgagee thereof) which were provided at the original meeting shall be held in safe keeping by the secretary or manager and shall not be tabulated until the final vote with respect to such adjourned business is held.

#### **6.07 Persons Entitled to be Present**

The only persons entitled to attend a meeting of owners shall be the owners and mortgagees entered on the record, any person or proxy authorized to attend and vote on their behalf, the auditor, directors, officers and manager of the Corporation or any other person entitled at law to be present at the meeting. If requested by the board or chair of the meeting, Corporation's solicitor, engineer or any other contractor, agent, employee or designated presenter at the meeting shall be entitled to attend. On the invitation of the chair of the meeting, any other person may be entitled to attend, but the chair may exclude from the meeting any unauthorized person. 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.

#### **6.08 Registration**

The registrar shall check off on the register for the meeting the names of all owners and mortgagees entitled to form part of the quorum of any owners' meeting, based upon the record of owners and mortgagees, excluding owners and mortgagees whose contributions payable in respect to the owner's unit have been in arrears for 30 days or more at the time of the meeting. The registrar shall record on the register those persons attending the meeting in person and those represented by proxy. At any meeting of owners where one of the positions on the board is to be filled by the owners of owner-occupied units, the register for the meeting shall designate the units entitled to vote for that position and a separate coloured ballot shall be issued to the owners of owner-occupied units or their proxies for that purpose. The registrar shall confirm the entitlement of one owner from each unit to vote at the meeting and shall issue one or more voting ballots as may be required for such purposes. The registrar shall receive, validate and record all proxies and shall be entitled to utilize and safeguard all proxies as voting ballots. The registrar shall be responsible for all registration issues, subject to appeal to the chair of the meeting.

**6.09 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 vice-president 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.

**6.10 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.

**6.11 Rules of Order**

In the event that any owner, director or the chair of a meeting raises an issue related to the procedural conduct of the meeting which is not otherwise provided for in this by-law, then Wainberg's *Society Meetings and Rules of Order* may be referred to, in order to determine the applicable procedure or rule of order, subject to established procedural practices previously adopted in practice by the Corporation or generally applicable in the condominium industry. The chair shall rule on any such procedural issue, subject to a right of appeal to the owners exercised by a raised hand vote before commencement of any other business, provided that no appeal to the owners shall be made with respect to any final and binding decision of the chair referred to in the preceding Article.

**6.12 Rules of Conduct**

The Meeting Rules of Conduct set out on Schedule "C", attached hereto and forming part hereof shall be followed by all participants at the Corporation's meetings of owners.

**6.13 Voting**

- a) Unless the Act requires an extraordinary vote or the written consent of owners, all questions proposed for the consideration of the owners shall be determined by a majority of the votes cast by owners present in person or by proxy at a meeting of owners duly called and held for that purpose.
- b) 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.
- c) An owner is not entitled to vote at any owners' meeting if any contributions payable in respect of the owner's unit have been in arrears for 30 days or more at the time of the meeting, provided that the owner may vote if the Corporation receives payment in full of the arrears, delivered to the property manager at the property management office during business hours by certified cheque during the period commencing five days prior to and including the date of the meeting, or delivered to the registrar only by certified cheque or money order (regular cheques and cash will not be accepted) during the period from commencement of registration of the meeting until the meeting is called to order by the chair. Payment of arrears otherwise or thereafter shall disentitle an owner to vote at the meeting.
- d) At each meeting of owners, any one or more persons registered on title as an owner of a unit (other than a unit used for parking, storage, services, facilities or mechanical purposes) shall be entitled to exercise the vote for the unit if the person is entered on the Corporation's register as an owner.
- e) All voting by owners shall be on the basis of one vote per unit.



- f) If a unit or a mortgage on a unit is owned or held by two or more persons, any one of them present or represented by proxy may vote in the absence of the other or others. The majority of owners of a unit may exercise the right to vote in respect of a unit, but the vote shall not be counted if there are two or more owners of the unit and they are evenly divided on how to exercise the vote.
- g) If the unit has been mortgaged and the right to exercise the owner's vote or provide the owner's written consent has been given to a mortgagee, the owner (or the owner's proxy) may nevertheless represent such unit at any meeting of owners and vote in respect thereof, provided that in the event a mortgagee of a unit who is entitled to receive notice of a meeting of owners has provided a copy of the mortgage to the Corporation demonstrating the mortgagee's right to vote in lieu of the owner and has notified the Corporation and the owner of the mortgagee's intention to exercise the owner's right to vote or to provide the owner's written consent at least 4 days before the meeting date specified in the notice of the meeting, the mortgagee or the mortgagee's proxy may exercise such right in the place of the owner. A mortgagee who has such a right to vote or to provide a written consent and who has first priority as a mortgagee may exercise the right in lieu of the owner or any other mortgagee, but if the mortgagee having first priority fails to exercise the right, such mortgagee who is next in priority and wishes to exercise the right may do so in lieu of the owner or any other mortgagee.
- h) An estate trustee, committee of a mentally incompetent person, guardian or trustee (and where a Corporation acts in such capacity, any person duly appointed as the proxy for such Corporation), upon filing with the secretary or registrar sufficient proof of such representative's appointment, shall represent the owner or mortgagee at all meetings of the owners, and may vote in the same manner and to the same extent as such owner unless and until the Corporation has been notified that such representative's appointment has been revoked. If there is more than one such representative, the provisions of subparagraph (f) of this Article shall apply.
- i) On a vote to elect or remove a member of the board, all owners entitled to vote may vote for each member of the board.
- j) 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.

#### 6.14 Voting Methods, Ballots and Results

- a) At any meeting of owners, any question may be decided by a show of ballots or hands, or by a recorded vote. A declaration by the chair of the meeting that such question has been carried by a show of ballots or hands is *prima facie* proof of the fact without further proof of the number of votes cast in favour of or opposed to such question. Notwithstanding the foregoing, a vote for the election of directors shall be by ballot only. Any person having a right to vote may request that a recorded vote be held on any item scheduled for a vote, either before or promptly after the vote, in which event the chair may call for a vote of owners in favour of or opposed to such request, or may elect to proceed with a recorded vote, either by role call or ballot of persons registered as being present in person or by proxy.
- b) When all ballots have been deposited into the ballot box, the scrutineers shall privately tabulate the votes for and against the matter being voted on. The chair shall announce the result of the vote at the meeting after the report of the scrutineers has been finalized and agreed to by the scrutineers, but the chair need not reveal the specific tabulated count of votes in any such matter. No recount of a vote shall be called for after ten days after the date of the meeting.
- c) Unless there is a vote to destroy ballots at the meeting, ballots shall be retained for at least 90 days after the meeting was held, after which time the ballots and proxies may be destroyed by order of the board unless recount proceedings, legal proceedings or notice thereof has been given to the Corporation which then remain in effect.

**6.15 Proxies**

- a) Every owner or mortgagee entitled to vote at meetings of owners may by instrument in writing appoint a proxy or substitute therefor (neither of whom need to be an owner, mortgagee or resident) to attend, act and vote 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.
- b) Owners are encouraged to attend meetings of owners instead of pre-judging events and decisions by transferring their vote to an appointed proxy by means of a proxy instrument. If not positive of the appropriate decision, owners are encouraged to write on their proxy instrument: "For Quorum Purposes Only", in which event the proxy instrument shall be used for that purpose only.
- c) An instrument appointing a proxy may, but need not be in a form prescribed by the regulations to the Act. The instrument appointing a proxy shall be in writing signed and dated by the appointor or his attorney authorized in writing and shall be for a particular meeting of owners. The instrument appointing a proxy shall be deposited with the registrar of the meeting before any vote.
- d) The proxy instrument may be designated by the registrar of the meeting for use as a voting ballot in lieu of any substitute voting ballot. Proxies shall be held in safekeeping by the registrar until delivered to the scrutineers for tabulation; thereafter proxies shall be held in safekeeping by the secretary or manager of the Corporation as a record for a period of at least 90 days following the date of the meeting, subject to destruction thereafter pursuant to a motion of owners to destroy such proxies or by order of the board, unless recount proceedings, legal proceedings or notice thereof has been given to the Corporation which then remains in effect.
- e) An instrument appointing a proxy for the election or removal of a director shall state the name of each director to be elected and/or the name of each director to be removed, printed or legibly written by the hand of the owner granting the proxy instrument.
- f) Proxies shall not be made irrevocable. The later proxy shall supersede an earlier proxy granted by an owner or mortgagee. A proxy instrument showing the latest or only date and time of signing shall supersede an earlier proxy or an undated/untimed proxy instrument. Only a proxy instrument signed by the owner, a mortgagee of the unit or an attorney pursuant to a valid, written power of attorney, will be deemed valid.

**6.16 Owners' Code of Ethics**

Owners are encouraged to participate democratically and ethically in the affairs of the Corporation, according to the criteria set out in the Owners' Code of Ethics attached to this By-Law as Schedule "B" and forming part hereof.

**7.00 ELECTION OF DIRECTORS****7.01 Directors' Qualifications**

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

- a) each director shall be at least 18 years of age;
- b) a candidate as a director 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;
- c) a person who is a property manager or employee of the Corporation shall not qualify to become a director of the Corporation, and in the event a director enters into such a role, such director thereupon shall cease to be a director and shall be deemed to have tendered his/her resignation upon written notice given by the board to such person;

- d) no undischarged bankrupt, mentally incompetent person, person convicted of a crime under the *Criminal Code* within the past 6 years, or a 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/her resignation upon written notice given by the board to such person;
- e) 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 90 days after registration of the lien, such person thereupon shall cease to be a director and shall be deemed to have tendered his/her resignation upon receipt of written notice given by the board to such person;
- f) in the event a director fails to attend three consecutive directors' or joint operations committee meetings or a minimum of 2/3 of all directors' or joint operations committees' meetings properly called and held during any twelve 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/her duty of honesty and good faith or has failed to declare a conflict of interest, the remaining directors by a vote of 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/her resignation upon receipt of written notice given by the board to such person;
- g) a director who has resigned or whose term has expired is eligible for re-election.

#### 7.02 Directors' Code of Ethics

Any owner shall be entitled to ask a directorial candidate whether the candidate agrees to comply with the provisions set out in the Directors' Code of Ethics attached hereto as Schedule "A" and forming part hereof. The Directors' Code of Ethics shall be deemed to be binding upon such candidate unless the candidate identifies any specific provisions contained therein by which the candidate disagrees to be bound, in which event the candidate shall inform owners accordingly, either at the election meeting or prior thereto in writing.

#### 7.03 Election and Term

The owners shall elect five directors to the board in accordance with the Act and the by-laws. The officers of the Corporation shall be selected by the directors at the next board meeting following a meeting of owners where directors were elected, provided that the directors' meeting is duly called and held. All but one of the directors shall be designated as standard directors, and one of the directors shall fill the position as the owner-occupied director. A separate election shall be held for the position of owner-occupied director and only a person who has been nominated for that position shall be entitled to be elected by the owners of owner-occupied units as the owner-occupied director or as a replacement thereof in accordance with s. 51 of the Act. An owner-occupied unit is any residential unit where the owner has not leased the unit within the 60 days before notice of the meeting, as shown by the lease record maintained by the Corporation pursuant to s. 83 (3) of the Act. No persons other than the owners of owner-occupied units may elect a person to or remove a person from the position as the owner-occupied director. Election of a qualified director to the board shall be by written ballot. The directors of the Corporation shall be elected in rotation, having terms of 3 years each falling due on a staggered basis. At each annual general meeting or other meeting of owners to elect directors, a number of directors equal to the number of directors whose term of office has expired or who are being replaced at that time shall be elected. Existing directors shall be eligible for re-election. Directors shall continue to act until their successors are elected. The director or directors receiving the greater number of votes shall complete the longest remaining term or terms of office of any director(s) whose term of office has expired. Where more than one candidate is elected by acclamation, and the terms of office to be filled are unequal, the directors at their next meeting thereafter shall determine the distribution of terms by lot or by agreement amongst the newly-elected directors.

#### 7.04 Election Procedures

- a) Election of directors shall be an agenda item for each Annual General Meeting of Owners. The Corporation shall give a preliminary notice to owners of an upcoming AGM at least four

weeks prior to the formal notice of meeting. Persons who wish to be a candidate as a director shall notify the Corporation of such candidacy in order that such person's name and address may be added into the Corporation's notice to the owners of the Annual General Meeting, upon compliance with the requirements stated in Article 6.04 (e).

- b) Any person wishing to nominate another person for the position of director of the Corporation must be an owner.
- c) Any person who wishes to let his name stand for the position of director, or who wishes to nominate another person for the position of director, shall obtain a nomination form from the property manager and shall submit the completed and signed nomination form to the board no later than four (4) days before the notice of meeting to elect one or more directors is sent to the owners.
- d) The candidate for director shall indicate on the nomination form whether he is running for a regular board position, or in years where the owner-occupied board position is open, for election to the owner-occupied board position, or both.
- e) All nominations shall have a seconder.
- f) An instrument appointing a proxy for the election or removal of a director at a meeting of owners shall state the name of the directors for and against whom the proxy is to vote.
- g) No nominations will be accepted from the floor of a meeting of owners to elect one or more directors, thus assuring that those owners who have appointed a proxy are aware of all candidates standing for election to the board.
- h) Election shall be by written ballot provided by the registrar. Proxies for the election of directors may be used as a voting ballot with the concurrence of the registrar. The scrutineers shall collect ballots and proxy ballots and shall retire to privately tabulate the election results.
- i) The scrutineers shall file an election report with the chair reporting on the number of votes cast for each nominee in person and by proxy. The chair shall promptly notify owners at the meeting of the results of the election, indicating the persons elected and their respective terms of office, the longest available term being allocated to the director(s) receiving the greatest number of votes. In the event election of the owner-occupied director is required, only the owners of owner-occupied units shall be entitled to nominate and elect a person to fill the position as the owner-occupied director pursuant to separate ballots or proxy forms designating the owner-occupied director position.

#### **7.05 Consent**

A person who is elected or appointed a director shall not be a director unless the person consents to act as a director. A person shall be deemed to consent if the person was 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 10 days thereafter. The election or appointment of a person as a director contrary to this Article is ineffective.

#### **7.06 Validity of Acts**

The acts of a director or officer are valid despite any defect that may afterwards be discovered in the person's election, appointment or qualifications.

#### **7.07 Removal**

A director may be removed before the expiration of the director's term of office pursuant to a valid requisition by a vote of the owners at a requisition in accordance with the criteria referred to in Article 6.03 hereof.

#### **7.08 Filling of Vacancies**

- a) If a vacancy arises in the board, the remaining directors may exercise all the powers of the board as long as a quorum of the board remains in office.

- b) If a vacancy in the membership of the board occurs, other than by way of removal by the owners or as a result of the number of directors being increased, the majority of the remaining members of the board may appoint any person qualified to be a member of the board to fill the vacancy until the next annual meeting. If the vacancy pertains to the position of the owner-occupied director, the majority of the remaining members of the board may appoint any owner qualified to be a member of the board to fill the vacancy until the next Annual General Meeting. At the next Annual General Meeting, the vacancy shall be filled by election of the owners and the person elected to fill the vacancy shall hold office for the remainder of the term of the director whose position became vacant, provided that if a vacancy applied to the position of the director elected by the owners of occupied units, no persons other than the owners of owner-occupied units may elect a person to fill that position on the board at the next Annual General Meeting.
- c) Where the number of directors is increased, any vacancy resulting from such increase shall only be filled by election at a meeting of the owners duly called for that purpose and any director so elected shall not act until the by-law increasing the number of directors is registered on title under s. 56 (9) of the Act. The Corporation may, by by-law, increase or decrease the number of directors, provided that the board shall consist of at least 3 persons, or such greater number as the by-laws may provide.
- d) If a vacancy arises in the board and there are not enough directors remaining in office to constitute a quorum, the remaining directors shall, within 30 days of losing the quorum, call and hold a meeting of owners to fill all vacancies and, in default thereof, or if there are no directors then in office, the meeting may be called by an owner. Upon request, the Corporation shall reimburse the owner for the reasonable costs incurred in calling the meeting.

## **8.00 DIRECTORS' MEETINGS**

### **8.01 Calling of Board Meetings**

Meetings of the board shall be held at such place, at such time and on such day as either the president or any vice-president who is a director may determine, and the secretary or property manager shall call meetings when directly authorized by the president or by any vice-president who is a director or by any two directors. In addition to any other provision set out in this Article, a quorum of directors may, at any time, call a meeting of the board of directors for the transaction of any business.

### **8.02 Notice of Board Meetings**

The person calling a meeting of directors shall give written notice of the meeting to every director of the Corporation stating the date, time and place of the meeting and the general nature of the business to be discussed at the meeting. Written notice shall be given to each director personally or by sending it by pre-paid mail or courier delivery to the latest address as shown on the record of the Corporation, or by electronic communication addressed to the e-mail address or fax address of the director, or by telephone if each director notified by telephone specifically agrees at that time to that form of notice in that case, if the board or the director has not previously prohibited in writing any such means of notice. Notice shall be given not less than 48 hours (excluding any part of a Sunday or holiday as defined by the *Interpretation Act of Canada* for the time being in force) before the time when the meeting is to be held, save that no notice of a meeting shall be necessary if any absent director waives notice of or otherwise signifies in writing his/her consent to the holding of such meeting, or if all of the directors are present and waive notice. A director who attends the meeting shall be deemed to have waived the right to object to a failure to give the required notice, unless the director expressly objects to the failure at the meeting. In the event of a true emergency beyond the control of the board, if it is necessary to meet expeditiously to avoid an imminent loss or damage, the board may convene a special emergency board meeting upon proper notice given to each director at a date and time less than 48 hours before the time when the meeting is to be held.

### **8.03 Regular Meetings**

The board may appoint one or more days in any months for regular meetings of the directors at a place and hour to be named, in which event, no notice of the usual general business of the

Corporation need be given to each director. A resolution of the board fixing a place, date and time of regular meetings of the board shall be provided to or acknowledged by each of the then current directors, but no other notice shall be required for any such regular meeting. In the event that any budget or financial statements are to be approved, or if any contract, expense or liability for an amount in excess of one month's common expenses is to be executed or incurred, or if any unusual or controversial business is intended to be conducted at the board meeting, written notice of the nature of that business and any supporting documentation shall first be delivered to each director in accordance with the requirements pertaining to notice of board meetings, failing which any director may require such item of business to be deferred to a subsequent board meeting duly called and held.

#### **8.04 Teleconference**

A meeting of the directors may be held by teleconference or another form of communications system that allows the directors to participate concurrently, if all of 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 the individual written consent of all of the directors, either with respect to a specific occasion or during any and all board meetings thereafter until revoked by any director.

#### **8.05 Quorum**

A quorum of directors for the transaction of business at any meeting of the board shall be a majority of the directors. The board shall not transact any business of the Corporation except at a meeting of directors at which a quorum of the board is present. Notwithstanding vacancies, the remaining directors may exercise all the powers of the board so long as a quorum of the board remains in office and attends a directors' meeting where business is transacted.

### **9.00 DIRECTORS' DUTIES AND INDEMNITIES**

#### **9.01 Directors' Duties**

The affairs of the Corporation shall be managed by the board. The board shall have the obligation to perform all of the duties, powers and objects of the Corporation other than those specifically allocated to the owners or others in accordance with the provisions set out in the Act, declaration, by-laws and rules of the Corporation. The board may delegate specified duties and powers to the manager, a director, officer or agent by a duly enacted resolution and pursuant to the provisions of any applicable agreement. The board shall control, manage and administer the common elements, assets and property of the Corporation on behalf of the owners. The board shall take all reasonable steps to ensure that the owners, the occupiers of units, the lessees of the common elements and the agents and employees of the Corporation comply with the Act, declaration, by-laws and rules.

#### **9.02 Standard of Care**

Every director and officer shall exercise the powers and discharge the duties of his/her office acting honestly and in good faith, and shall exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. A director shall not be found liable for a breach of duty if the breach arises as a result of the director's relying in good faith upon:

- (a) financial statements of the Corporation that the auditor in a written report, an officer of the Corporation or the property management company or its employee represents to the director as presenting fairly the financial position of the Corporation in accordance with generally accepted accounting principles; or
- (b) a report or opinion of a solicitor, public accountant, engineer, appraiser or other person whose profession lends credibility to the report or opinion. Directors shall be entitled to rely upon the report or opinion of the Corporation's property manager, superintendent, security officials and other contractors and agents of the Corporation acting within the scope and limits of their expertise and duties provided they do not render any professional opinion and provided the board exercises due diligence in any case where controversy arises, a major financial decision is made, or if concerns are expressed by any director, in which event the board shall determine whether independent opinions or reports shall be obtained.

**9.03 Disclosure By Director**

- a) A director of a Corporation who has, directly or indirectly, an interest in a contract or transaction to which the Corporation is a party (including any circumstance whatsoever where the director's personal interest may be in conflict with the interest of the Corporation), or a proposed contract or transaction to which the Corporation will be a party, shall disclose in writing to the Corporation the nature and extent of the interest. Such disclosure shall not apply to a contract or transaction or a proposed contract or transaction unless both it and the director's interest in it are material.
- b) If the contract or transaction or the proposed contract or transaction involves the purchase or sale of real or personal property by the Corporation that the seller acquired within 5 years before the date of the contract or transaction or the proposed contract or transaction, the director shall disclose the cost of the property to the seller, to the extent to which that information is within the director's knowledge or control.
- c) The disclosure required by this Article shall be made at the meeting of the board at which the existing or proposed contract or transaction is first considered; or, if the director is not as of the date of the meeting interested in the proposed or existing contract or transaction, at the next meeting of the directors held after the director becomes so interested; or, if the proposed or existing contract or 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 the proposed or existing contract or transaction.
- d) The board shall enter the disclosure required to be made by a director in the minutes of the meeting of the board at which the disclosure was made. In addition, the board shall, prior to voting on any contract or transaction for an amount in excess of \$2,000.00 in which another director is interested, obtain at least 2 other independent bids from other contractors to supply or provide the same supplies or services to the Corporation.
- e) The director shall not be present during the discussion at a meeting, vote or be counted in the quorum on a vote with respect to such a proposed or existing contract or transaction, unless the director's interest in it is or would be limited solely to directors' and officers' errors and omissions insurance or remuneration as a director, officer or employee of the Corporation.
- f) A director who has complied with the requirements of this Article and who was acting honestly and in good faith at the time the contract or transaction was entered into is not, by reason only of holding the office of director, accountable to the Corporation or 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 in it. A director who has failed to comply with the requirements set out in this Article shall be accountable to the Corporation for any profit or gain realized thereby and the contract or transaction shall be voidable as a result thereof, in the event the Corporation elects to hold the director or officer accountable and to terminate the contract or transaction by a vote of the majority of the remaining directors.
- g) Despite anything in this Article, a director who has acted honestly and in good faith is not accountable to the Corporation or to the owners for any profit or gain realized from the contract or transaction by reason only of holding the office of director, and the contract or transaction is not voidable by reason only of the director's interest in it if the contract or transaction is confirmed or approved by at least 2/3 of the votes cast at a meeting of owners duly called for that purpose, 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.
- h) Despite anything contained in this Article, the board of directors shall be entitled to hold one or more dinners, parties or other functions during a year in order to promote a positive working relationship and environment amongst directors, officers, staff and contractors when selected by the board, provided that the annual expense shall not exceed \$1,500.00.

**9.04 Indemnity of Directors and Officers**

- 1) Subject to each director's and officer's duty to act honestly and in good faith, every director and every officer of the Corporation and the person's heirs, estate trustees and other legal personal representatives shall from time to time be indemnified and saved harmless by the Corporation from and against:
  - a) any liability and all costs, charges and expenses that the director or officer sustains or incurs in respect of any action, suit or proceeding that is proposed or commenced against the person for or in respect of the execution of the duties of office; and
  - b) all other costs, charges and expenses that the person sustains or incurs in respect of the affairs of the Corporation.
- 2) The Corporation shall be given the opportunity and right to join in the defense of any such action, suit or proceeding, and to dispute any such cost, charge or expense. The Corporation reserves the right to refrain from indemnifying such an officer or director who becomes aware of any such liability, cost, charge or expense but fails to promptly advise the Corporation after the director or officer receives notice thereof or notice of any such action, suit or proceeding, or if the officer or director fails to promptly advise the Corporation of all relevant particulars required to enable the Corporation to protect its interests, in the event the Corporation elects to hold the director or officer accountable and to terminate the contract or transaction by a vote of a majority of the remaining directors.
- 3) No director or officer of a Corporation shall be indemnified by the Corporation in respect of any liability, costs, charges or expenses that the person sustains or incurs in or about an action, suit or other proceeding as a result of which the person is adjudged to be in breach of the duty to act honestly and in good faith.

**9.05 Protection of Directors and Officers**

Subject to the provisions of the Act, any other legislation and the foregoing Article, directors and officers of the Corporation are specifically absolved from liability for:

- a) any loss, damage, expense or misfortune occasioned by a lack of care, diligence or skill, or an error of judgment or oversight on the director's or officer's part;
- b) the acts, neglect or default of any other director or officer;
- c) any loss, damage, expense or misfortune which happens to the Corporation through the insufficiency or deficiency of any eligible security or title to any property acquired by order of the board for or on behalf of the Corporation;
- d) any loss, damage, expense or misfortune occasioned by the bankruptcy, insolvency, breach of contract, legislation or any fiduciary or agency duty, or any criminal or tortious act by any person with whom any of the monies, eligible securities, bank accounts, instruments or effects of the Corporation shall be deposited or managed; or
- e) any other loss, damage, expense or misfortune whatever which shall happen in the execution of the duties of the officer or director's office or in relation thereto,

unless the same shall happen through the director's or officer's own criminal, dishonest or bad faith act or participation.

**9.06 Directors and Officer's Insurance**

If the insurance is reasonably available, the Corporation shall purchase and maintain insurance for the benefit of its directors and officers against any action, suit or proceeding and all other liabilities, costs, charges and expenses in respect of which the director or officer may be indemnified by the Corporation as set out above, except insurance against a liability, cost, charge or expense of the director or officer incurred as a result of a breach of the duty to act honestly and in good faith.



## 10.00 OFFICERS

### 10.01 Election of President

At the first meeting of the board after each election of directors or whenever a vacancy in the office occurs, the board shall elect from among its members a president. In default of such election, the then incumbent president, if a member of the board, shall hold office until his/her successor is elected.

### 10.02 Appointed Officers

From time to time the board shall appoint a secretary and may appoint one or more vice-presidents, a treasurer and such other officers as the board may determine, including one or more assistants to any of the officers so appointed. The treasurer shall be a director, but any other appointed officer 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 the office of treasurer he/she may be known as secretary-treasurer.

### 10.03 Term of Office

Officers shall hold office once elected or appointed for a term of one year, provided that such persons shall continue in office thereafter subject to any elections or appointments by the board and subject to resignation, disability, death, disqualification or removal of an officer by the board at its pleasure at any time. Officers shall adhere to and be governed by the same qualifications as apply to directors. Officers shall comply with the requirements set out in the Directors' Code of Ethics attached hereto as Schedule "A", whether or not any such officer is a director. Officers shall have such authority and perform such duties as the board may from time to time determine that are consistent with the declaration and by-laws of the Corporation.

### 10.04 President

The president shall chair all meetings of the board and meetings of owners, unless the board designates some other person to do so. The president shall, *ex officio* be a member of each committee of the board. The president shall be charged with the general supervision of the business and affairs of the Corporation and shall report to the board for instructions. Except when the board has appointed a general manager, the president shall have the powers and be charged with the duties of that office. In the absence of a resolution of the board specifying another officer, the president shall deal directly with the property manager and corporate solicitor in all areas of concern. The president shall exercise one vote (only) at all meetings of the board in his/her capacity as a director. The president shall not have any additional tie-breaking vote when acting as chair of any meeting.

### 10.05 Vice-President

During the absence of the president, the president's powers and duties may be performed and exercised by the vice-president, or if there are more than one, by the vice-presidents in order of seniority (as determined by the board), save that no vice-president shall preside at a meeting of the board or at a meeting of owners who is not qualified to attend such meeting as a director or owner, as the case may be. If a vice-president exercises any such duty or power, the absence of the president shall be presumed with reference thereto. A vice-president shall also perform such duties and exercise such powers as the board may prescribe from time to time.

### 10.06 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. The secretary 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. The secretary shall be the custodian of all books, papers, records, documents and other instruments belonging to the Corporation. The secretary shall cause the by-laws to be registered and shall ensure that notice of the by-laws, rules and regulations are sent to all owners and mortgagees of record. The secretary shall sign all certificates as may be requisite, provided that documents shall be executed in accordance with the provisions applicable to execution of agreements as referred to in Article 14.00 of this by-law. The secretary shall perform such other duties as may, from time to time, be prescribed by the board. The board may delegate any of the secretary's duties from time to time to the property manager or any other designated person pursuant to revocable written instructions, subject to the supervision and control of the secretary.

**10.07 Treasurer**

The treasurer shall be a director. 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. Under the direction of the board, the treasurer shall control the deposit of money, the safekeeping of securities and accounts, and the disbursement of the Corporation's funds. The treasurer shall prepare the annual budget in consultation with the property manager and the board, and shall review and comment upon all financial systems of the Corporation, its internal financial statements and the annual audited financial statements and auditor's report. The treasurer shall generally supervise and review all financial functions of the Corporation. The treasurer shall render to the board, whenever required, an account of all the Corporation's financial transactions and its financial position. The treasurer 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. The board may delegate any of the treasurer's duties from time to time to the property manager or any other designated person pursuant to revocable written instructions, subject to the supervision and control of the treasurer.

**10.08 General Manager**

The general manager, if appointed, shall be an officer who is responsible for the general management and direction of the Corporation's business affairs, subject to the overriding authority of the board and the supervision of the president. The general manager shall have the power to appoint and remove any and all employees and agents of the Corporation not elected or appointed directly by the board (other than the property manager), and to settle the terms of their employment and remuneration. The duties, terms of employment and remuneration of the general manager shall be determined from time to time by the board. The board may permit the general manager to exercise some or all of the specified services normally provided by a property manager, subject to any appropriate adjustments to any property management agreement currently in effect as may be mutually agreed with the property manager. The services rendered by the general manager shall be specified in writing and shall be exclusive of the services rendered by the directors. As an officer or director of the Corporation, the general manager need not disclose in writing to the board the nature and extent of a direct or indirect interest in a contract or transaction with the Corporation for such general management services, but such a director or officer shall not be present during the discussion at a meeting of directors, nor shall the director vote nor be counted in the quorum on a vote with respect to such a contract or transaction. No director shall receive remuneration as a general manager, except pursuant to a favourable vote by all of the remaining directors who are satisfied that all forms of remuneration paid in respect of such general management services do not exceed the reasonable remuneration quoted by at least 2 independent contractors for such services. Having regard to the authorization provided by this Article, no additional remuneration by-law shall be required to be enacted with respect to any separate compensation paid to a director or officer in his/her capacity as general manager, provided that the remaining directors shall decide whether or not to continue or alter the general manager's remuneration within a period of 3 years of each such determination.

**10.09 Other Officers**

The duties of all other officers of the Corporation shall be such as the terms of their engagement call for, or as the board requires of them. Any of the powers and duties of an officer may be exercised and performed by an appointed assistant, unless the board otherwise directs.

**10.10 Committees**

In order to assist the board in managing the affairs of the Corporation, the board may from time to time constitute one or more advisory committees to advise and make recommendations to the board in connection with the financial, budgeting, management, recreational or communication activities, nominations, by-laws and rules or any other matter or activities related to the common elements, assets or affairs of the Corporation, other than the duties of an audit committee, which shall be fulfilled by the board, unless the board consists of more than six directors, in which event the directors may annually elect from among their number a committee to be known as the audit committee in accordance with the criteria set out in s. 68 of the Act. The members of any committees shall be appointed by the board to hold office and may be removed at any time by resolution of the board. The board shall not be obligated to accept and adopt any recommendations put forward by any such committee, but shall give due consideration to all such recommendations.

**10.11 Agents and Attorneys**

The board shall have the authority from time to time to appoint in writing any agent, contractor, property manager or attorney for the Corporation with such specified powers of management or otherwise (including the power to sub-delegate) in accordance with such contractual provisions as the board may deem appropriate.

**10.12 Disclosure by Officer**

An officer of the Corporation who is not a director and who has, directly or indirectly, an interest in a contract or transaction to which the Corporation is a party or a proposed contract or transaction to which the Corporation will be a party (including any circumstance whatsoever where the officer's personal interest may be in conflict with the interest of the Corporation), shall disclose in writing to the Corporation the nature and extent of the interest. An officer who is required to make a disclosure shall make the disclosure at the first meeting of the board after the officer becomes aware of the proposed or existing contract or transaction. The officer is not required to disclose the nature and extent of the interest with respect to a proposed or existing contract or transaction, unless both it and the officer's interest in it is material. If such a contract or transaction involves the purchase or sale of real or personal property by the Corporation that the seller acquired within five years before the date of the said contract or transaction, the officer shall disclose the cost of the property to the seller, to the extent to which that information is within the officer's knowledge or control. The board shall enter the disclosure made by an officer in the minutes of the board meeting at which the disclosure was made. An officer who has complied with these requirements and who was acting honestly and in good faith at the time the contract or transaction was entered into, is not, by reason only of being an officer, 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 officer's interest in it. Despite the foregoing provisions, an officer who has acted honestly and in good faith is not accountable to the Corporation or to the owners for any profit or gain realized from the contract or transaction by reason only of being an officer of the Corporation and the contract or transaction is not voidable by reason only of the officer's interest in it, if the contract or transaction is confirmed or approved by at least 2/3 of the votes cast at a meeting of owners duly called for that purpose, if the nature and extent of the officer's interest in the contract or transaction are declared and disclosed in reasonable detail in the notice calling the meeting.

**11.00 CORPORATION'S DUTIES AND POWERS****11.01 Duties**

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

- 1) the operation, care, upkeep, maintenance, replacement and repair after damage or failure of the common elements or assets of the Corporation and the repair after damage or failure of the units and their pre-registration improvements in accordance with the requirements provided for in the Act and in the declaration and any reasonable and consistent requirements as may be set out in any standard unit by-law of the Corporation;
- 2) the employment, supervision and dismissal of all personnel, employees, contractors, service companies and materials suppliers and agents who enter upon or provide services or materials to the Corporation for the purpose of supplying, installing, maintaining, repairing, servicing and operating the materials, facilities, equipment, systems, services, common elements, assets and units of the Corporation or for the purpose of ensuring the maintenance by the owners of their units and any portion of the common elements for which owners may be responsible;
- 3) establishing and maintaining one or more adequate reserve funds for the major repair or replacement of the common elements and assets of the Corporation and assessing owners for their appropriate contributions thereto in accordance with a comprehensive reserve fund study when required, updates thereto, the funding plan, a Form 15 notice of reserve fund summary and the investment plan in accordance with the Act;
- 4) the arranging for the supply of any required electricity, gas, water and any other utilities, services and expenditures which form part of the common expenses of the Corporation

except where prevented from carrying out such duty by reason of any event beyond the reasonable control of the Corporation. If any facility or equipment used in effecting the supply of heat, air conditioning, ventilation, hydro, water, sewage disposal, communications, telecommunications, fire detection or prevention or any other services of the Corporation at any time becomes incapable of fulfilling its function, or is damaged or destroyed, the Corporation shall have reasonable time within which to repair or replace such facility or equipment and the Corporation shall not be liable for any direct, indirect or consequential damage, loss, personal discomfort, illness, accident or death by reason of the breach of such duty;

- 5) the preparation of an estimated budget, the collection of owner's contributions toward common expenses (including special assessments) in accordance with their proportionate shares and, if necessary, the giving of a Notice of Lien to Owner, registration of a Certificate of Lien on title to the unit of a defaulting owner and sale of the unit pursuant to a Notice of Power of Sale in accordance with the requirements of the Act, to ensure each owner contributes the owner's proportionate share of the common expenses on a timely basis, and in pursuance thereof, the Corporation's property manager and solicitor are hereby authorized and directed to proceed expeditiously to collect any arrears of common expenses and to execute and register such documents as may be necessary to do so;
- 6) the preparation and maintenance of the records to be kept by the Corporation in accordance with the Act and this by-law;
- 7) the preparation of Status Certificates as required by the Act and in pursuance thereof, the Corporation's property manager is hereby authorized and directed to update, execute and issue Status Certificates from time to time;
- 8) the causing of audits to be made after every year-end and making financial statements and any pertinent information available to the auditor, board, owners and mortgagees in accordance with the Act and the by-laws;
- 9) the development of an investment plan, based on the anticipated cash requirements of the reserve fund, as set out in the most recent reserve fund study and the investment of reserve monies in eligible securities in accordance with s. 115 of the Act;
- 10) commencing, responding to, settling, adjusting or referring to mediation, arbitration or litigation, any claim or claims which may be made against or which may be asserted by the Corporation, subject to notice given to owners when required by s. 23 of the Act;
- 11) if the insurance is reasonably available, the purchase and maintenance of insurance against any liability and all costs, charges and expenses that a director or officer may sustain or incur as permitted by the Act;
- 12) obtaining and maintaining insurance for damage to the common elements, units and pre-registration improvements to units included in a standard unit by-law, insurance against its liability resulting from a breach of duty as occupier of the common elements or land that the Corporation holds as an asset, insurance against liability arising from the ownership, use or operation by or on its behalf of boilers, machinery, pressure vessels and motor vehicles as may be required by the Act, declaration or by-laws, together with any required insurance appraisal of the full replacement cost of the common elements and assets of the Corporation, the units and any pre-registration improvements made to units for which the Corporation is responsible;
- 13) the entering into of an insurance trust agreement, if deemed advisable by the board, to ensure the disposition of monies in the event of an insurable loss in accordance with the declaration;
- 14) the consistent, timely and non-discriminatory enforcement of the provisions of the Act, declaration, by-laws and rules of the Corporation;

- 15) the calling and holding of meetings and the delivery of notices, agendas and other documents as required;
- 16) the requirement to comply with any pre-existing or future agreement entered into or on behalf of the Corporation including any site plan agreement, agreement granting the declarant a license to enter upon the common elements for the purpose of fulfilling its obligations with respect to any site plan agreement entered into with the municipality, or any mutual use agreement, joint by-law or joint rule;
- 17) the right, but not the obligation, to undertake the inspection, maintenance, repair or replacement of any components for which any one or more owners may be responsible or for which the Corporation may be held liable located in any unit or upon a portion of the common elements which one or more owners have a duty to maintain or repair, where the owner fails to carry out such obligation within a reasonable time as required by s. 92 of the Act, whether with respect to an individual unit or on a building-wide basis, including, without restriction, the inspection, maintenance, repair or replacement of smoke detectors, fire alarms, heat detectors, fan coil units, dryers, washers, any environmentally-controlled appliance, hoses or any electrical, plumbing, heating, air conditioning, ventilation, sprinkler or telecommunications systems and any other system or component, subject to the requirements of the Act and the Corporation's declaration and by-laws. The board may in its sole discretion pass a resolution to undertake the inspection, maintenance, repair or replacement of any specified component(s) for which one or more unit owners are responsible if the board is satisfied it is in the best interests of the Corporation to do so at the expense of any owner thereby affected. If the board in its sole discretion passes a resolution to undertake any such inspection, maintenance, repair or replacement at the Corporation's cost, such cost shall become a common expense. In the event the Corporation decides to undertake any such work, it shall be entitled to enter any unit for such purpose to carry out such work;

#### **11.02 Powers**

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

- 1) the hiring or entering into of an agreement with any one or more persons or Corporations with respect to the services or products of a provider of property management, maintenance, contracting, telecommunications, insurance, security, landscaping, superintendent, cleaning, administrative, audit, legal, engineering and all other services as may be required by the Corporation, subject to such compensation, provisions and term as the board may authorize;
- 2) the selling, conveying, exchanging, assigning, encumbering or otherwise dealing with any real property or personal property at any time owned by the Corporation, at any price, on such terms, and in such manner as the board may in its sole discretion deem advisable, subject to compliance with s. 97 and 124 of the Act, and any consent to severance with respect to real estate as may be required by the applicable approval authority;
- 3) the obtaining and maintaining of fidelity bonds, where appropriate, for any person dealing with the Corporation's monies and in such amounts as the board may deem reasonable;
- 4) the right to lease or grant a licence, easement or access right in favour of the owner of any unit for the supply of any utility or service through the assets and common elements of the Corporation (except exclusive use common elements) to the owner's unit, subject to the prior written consent of the board of directors in its sole discretion in each case and subject to such requirements and specifications as may be determined by the board;
- 5) the right to lease or grant a license, easement or access rights in favour of any communications provider which provides communication services to the owners and residents of the units, through any part of the common elements and assets of the Corporation (except such common elements over which an owner has the exclusive use) in accordance with such provisions, term and expense as the board may in its sole discretion deem to be appropriate from time to time;

- 6) the right to enter into a bulk telecommunications agreement whereby the Corporation agrees with a communications provider to provide communication services to the owners and residents of units, in which event the Corporation shall have a duty to pay the bulk communications fee and any related expense which it contracts to incur, which amounts shall constitute a common expense of the Corporation, provided that s. 22 (1) (iv) of the Act shall be applicable in accordance with such provisions, term and expense as the board may in its sole discretion deem to be appropriate from time to time;
- 7) the right to enter into a lease of the superintendent's unit, locker and parking space with the superintendent of the Corporation's building in accordance with such provisions, term and expense as the board may in its sole discretion deem to be appropriate from time to time;

## 12.00 BANKING

### 12.01 General

Each of the Corporation's accounts shall be located in Ontario at an authorized banking institution consisting of a bank listed under Schedule I or II to the *Bank Act (Canada)*, a trust corporation, a loan corporation, a credit union authorized by law to receive money on deposit, or a Province of Ontario Savings Office. All banking business of the Corporation shall be transacted with such authorized banking institution as the board may designate or appoint from time to time by resolution, and all such banking business shall be transacted on the Corporation's behalf by such two officers or such other persons as the board may designate, direct or authorize from time to time by resolution to the extent therein provided. Such banking business shall include, without restriction, the operation of the Corporation's accounts, the making, signing, drawing, accepting, endorsing, negotiating, lodging, depositing or transferring of any cheques, promissory notes, drafts, acceptances, bills of exchange and orders relating to any property of the Corporation; the execution of any agreement relating to any such banking business and defining the rights and powers of the parties thereto; and the authorizing of any officer of such bank to do any act or thing on the Corporation's behalf to facilitate such banking business.

### 12.02 Corporation's Funds

A person who receives money on behalf of or for the benefit of the Corporation, including money received from owners as contributions to the common expenses or the reserve fund, interest and other proceeds earned from investing it, shall hold the money in trust for the performance by the Corporation of its duties and obligations. The person shall keep records relating to the receipt and disposition of all such money and shall, upon reasonable notice and at all reasonable times, make the records available for examination by the Corporation, an owner or a mortgagee. The person shall pay such money to the Corporation or as it directs forthwith upon demand.

### 12.03 Corporation's Accounts

The Corporation shall maintain one or more accounts in its name designated as general accounts and one or more accounts in its name designated as reserve fund accounts at an authorized banking institution. No person shall operate an account on behalf of the Corporation under a name other than the sole name of the Corporation. No person operating an account on behalf of the Corporation shall deduct or pay out of such account any amount after receiving written notice from the board to refrain from doing so, other than a specifically authorized amount. Subject to the board's right to invest all or any part of the Corporation's money in the Corporation's general account(s) or reserve fund account(s) in eligible securities in accordance with the restrictions set out in s. 115 of the Act, a person who receives money on behalf of or for the benefit of the Corporation shall pay the money, together with interest and other proceeds earned from investing it, into a general account of the Corporation if the money was not received as contributions from owners to the reserve fund, or into a reserve fund account of the Corporation if the money was received as contributions from owners to the reserve fund.

### 12.04 Investments

The board may invest all or any part of the Corporation's money in the Corporation's general account(s) or reserve fund account(s) only in an "eligible security" as defined in s. 115 of the Act, subject to the investment criteria referred to therein, and in accordance with the investment plan

developed by the board based on the anticipated cash requirements of the reserve fund as set out in the most recent reserve fund study.

### **13.00 BORROWING**

#### **13.01 Borrowing Criteria**

The Corporation shall be entitled to borrow such amounts as in the board's discretion are deemed necessary or desirable in order to carry out the objects and duties of the Corporation in accordance with the Act, declaration and by-laws of the Corporation, to a maximum sum equivalent to 1/12 of the annual estimated budget for the current fiscal year of the Corporation for any one occurrence, upon the credit of the Corporation and subject to such security to be given by the Corporation (including accounts receivable arising out of any existing or future common expense assessments or a special assessment, but excluding security over the reserve fund or any eligible investments in respect thereof) as may be approved by the board, provided that the Corporation shall not borrow money for expenditures not listed in the budget for the current fiscal year unless it has passed a separate by-law specifically authorizing such borrowing pursuant to a vote of the owners at a meeting duly called and held for that purpose. Subject to compliance with the provisions set out in this Article, the board is hereby fully empowered, authorized and directed on behalf of the Corporation to execute the standard form of borrowing by-law required by any financial institution, subject to such financing agreements, security documentation, terms, provisions, interest rates and security as may be approved by a resolution of the board from time to time.

### **14.00 EXECUTION OF AGREEMENTS**

#### **14.01 Execution of Instruments**

- 1) By-laws, rules, certificates, statutory forms, deeds, transfers, assignments, leases, licenses, easements, mortgages, security agreements and any other agreement, or obligation of the Corporation shall be signed when duly authorized to do so, by the president and secretary of the Corporation or by any two directors who may, but need not be, officers of the Corporation, or as the board may from time to time by resolution prescribe.
- 2) Subject to the Act and the declaration but notwithstanding any provisions to the contrary contained in the by-laws of the Corporation, the board may, by resolution at any time and from time to time direct the manner in which and the person or persons by whom any document or obligation of the Corporation may or shall be signed, whereupon any such person shall be deemed to be an authorized signing officer of the Corporation and shall be entitled to bind the Corporation.
- 3) Any duly authorized person executing a document intended to bind the Corporation shall date the document as of the date of signing it, shall state the full legal name of the Corporation, shall sign the document by using the person's usual signature, indicating the person's office as a director, officer, property manager or authorized signing officer and shall bind the Corporation either by affixing the Corporation's seal, or by using the words, "I have authority to bind the Corporation."
- 4) 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.
- 5) Any member of the board, designated officer or the manager 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.
- 6) Any two members of the board, the property manager or a solicitor appointed by the board may execute and issue a Notice of Lien to Owner, a Certificate of Lien, a Discharge of Lien or Notice of Power of Sale, together with any other applicable letters, documents or further assurances arising in connection therewith.

## 15.00 ASSESSMENT AND COLLECTION OF COMMON EXPENSES

### 15.01 Assessment of Common Expenses

- 1) All expenses, charges and costs of maintenance, repair or replacement of the common elements and assets of the Corporation and any other expenses, charges or costs which the board may incur or expend pursuant to its duties shall be assessed by the board and levied against the owners in the proportions in which they are required to contribute to the common expenses as set forth in the declaration.
- 2) The board shall from time to time and at least annually prepare a budget for the affairs of the Corporation and determine by estimate the amount of common expenses for the next ensuing fiscal year or remainder of the current fiscal year as the case may be. The board should allocate and assess such common expenses as set out in the budget for such period among the owners, according to the proportions in which they are required to contribute to the common expenses as set forth in the declaration.

### 15.02 Reserve Fund

The board shall make provision for a reserve fund in the Corporation's annual budget. The Corporation shall establish and maintain one or more such reserve funds which shall be used solely for the purpose of major repair and replacement of the common elements and assets of the Corporation. The board shall collect from the owners as part of their contribution toward the common expenses, amounts that the board determines are reasonably expected to provide sufficient funds for the major repair and replacement of the common elements and assets of the Corporation, calculated on the basis of the expected repair and replacement costs and the life expectancy of the common elements and assets of the Corporation. Interest and other income earned from the investment of money in the reserve fund shall form part of the reserve fund. The Corporation shall conduct a comprehensive reserve fund study on or before May 5, 2004 and on-site and off-site updates each 3 years thereafter to determine whether the amount of money in the reserve fund and the amount of contributions collected by the Corporation are expected to be adequate, in accordance with s. 94 of the Act, the board's funding plan and the requirements of O.Reg. 48/01, s. 27 - 33 and Form 15 thereof. The board shall ensure the reserve fund is fully funded and topped-up no later than 10 years after delivery to the board of the comprehensive reserve fund study so that the Corporation's reserve fund contributions can be expected to be equalized by regular annual or monthly contributions thereafter, adjusted for inflation. The reserve funds shall constitute an asset of the Corporation and shall not be distributed to the mortgagees of the units or, except on termination of the Corporation, to the owners of the units. The board does not require the consent of the owners to make an expenditure out of a reserve fund.

### 15.03 Additional Expenditures

Any expenditures not contemplated in the budget or 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 a notice of such further assessment on all owners, which notice shall include a written statement setting out the reasons for the additional assessment. Additional assessments shall be payable by each owner within 10 days after the delivery thereof to such owner, unless a further period of time has been determined by the board and set out in such notice.

### 15.04 Delivery of Assessments

The board shall advise all owners promptly in writing of the amount of common expenses payable by each of them respectively, determined as aforesaid, and shall deliver copies of each budget upon which such common expenses are based, to all owners and mortgagees entered on the Corporation's record.

### 15.05 Owners' Obligations to Pay Assessments

- 1) Each owner shall be obliged to pay to the Corporation the full amount of such annual assessment within 30 days after the delivery or mailing of the notice of the annual assessment to the owner, provided that while not in default, each owner may pay to the Corporation or as it may direct the amount of such assessment in equal monthly payments on the first day of each and every month next following notice of such assessment, by way of 12 postdated cheques or by execution of a pre-authorized payment plan, in which event the Corporation



shall be entitled to debit the bank account of the owner each month to collect 1/12 of the annual assessment, until such time as a new assessment has been provided to such owner.

- 2) The acceptance by the board of post-dated cheques or a pre-authorized payment plan does not constitute a waiver of the owner's obligation to pay his/her proportionate share of the annual assessment as hereinbefore provided, and, where the owner fails to provide post-dated cheques or fails to ensure that the Corporation is able to make automatic monthly deductions from the owner's bank account or where the owner terminates the pre-authorized payment plan or cancels any post-dated cheques or where there are insufficient funds in the account to cover the automatic deduction or any post-dated cheque, the then unpaid balance of the owner's assessment for the year shall become immediately due and payable together with interest thereon calculated in accordance with Article 16.06 (3) until paid. The board may, by resolution, authorize such alternate methods of payment as it may reasonably determine, provided always that any such method of payment shall apply consistently to and for the convenience of all interested owners.
- 3) In addition to the foregoing, any loss, costs or damages, including reasonable legal costs on a full solicitor and client basis incurred by the Corporation by reason of a unit owner's default or pursuant to a section of the Act which authorizes the Corporation to add an amount to the common expenses payable for the owner's unit, shall be borne and/or paid for by such owner, and may be recovered by the Corporation against such owner in the same manner as common expenses.

#### **15.06 Default in Payment of Assessment**

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

- 1) An owner is not exempt from the obligation to contribute to the common expenses, even if the owner has waived or abandoned the right to use the common elements or part of them; or if the owner is making a claim against the Corporation; or if the declaration, by-laws or rules restrict the owner from using the common elements or part of them.
- 2) Common expenses fall due on the first day of each month. In addition to any remedies or legal rights the Corporation may have against the owner, if an owner is in default of payment of a common expense assessment levied against the owner's unit for a period of 15 days or more, the Corporation may commence legal action against the owner to enforce collection of any arrears of common expenses, 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. In addition or in the alternative, the Corporation has a lien against the owner's unit and its appurtenant common interest for the unpaid amount, together with all interest owing and all reasonable legal costs and legal expenses incurred by the Corporation in connection with the collection or attempted collection of the unpaid amount. At least ten days before the day a certificate of lien is registered against the unit of an owner who has defaulted in payment of common expenses under any of the circumstances deemed to be applicable by the Act, the Corporation shall give written notice of the lien to the owner in accordance with O.Reg. 48/01 Form 14 by personal service or by sending it by pre-paid mail, addressed to the owner at the address for service that appears in the record of the Corporation. Within the ten day period, the owner shall pay the unpaid amount, together with all interest owing by certified cheque addressed to the Corporation and shall pay a separate certified cheque addressed to the person issuing the Form 14 for the amount of all reasonable legal costs and expenses, both of which cheques shall be forwarded to the person issuing the Form 14 notice of lien to owners. If such default is not remedied by the owner within ten days after such notice has been sent to the owner, the Corporation may, without being required to give any other notice to the owner, institute lien proceedings by registering a Certificate of Lien against the owner's unit. Upon notice given by registered mail to any mortgagees or encumbrancers of the unit at their last known address on or before the day a notice of lien is registered, the Corporation's lien shall have priority over such registered and unregistered mortgages or encumbrances (other than those specifically exempted by the Act), whether arising before or after the lien arose, subject to the requirements set out in s. 85 - 87 of the Act. The owner or mortgagee shall pay the unpaid amount, together with all interest owing by certified cheque addressed to the Corporation and shall pay a separate certified cheque addressed to

the solicitor who registered the Certificate of Lien on title for the amount of all reasonable legal costs and expenses, both of which certified cheques shall be forwarded to the said solicitor. In the event the owner or mortgagee fails to promptly pay all applicable amounts, the Corporation will proceed to enforce collection of all outstanding amounts, whether pursuant to a Notice of Power of Sale for the unit, the attornment of rents payable by any tenant of the unit or otherwise. Upon payment of the outstanding amounts, the corporation shall prepare and register on title a discharge of the Certificate of Lien and shall advise the owner in writing of the particulars thereof.

- 3) Arrears of payment required to be made under the provisions of this Article shall bear interest at the rate of three percentage points above the minimum lending rate charged by the Corporation's bank on Canadian currency loans made by it to prime commercial borrowers in Canada effective as of the date the owner has fallen into arrears, which interest shall be fixed at such rate until payment has been received in full from the owner. Interest at the aforesaid rate shall be charged from time to time on the unpaid balance of common expenses plus unpaid interest owing and all reasonable legal costs and reasonable expenses including, without restriction, legal or administrative fees with respect to the Notice of Lien to Owner, late payment or insufficient funds processing fees incurred by the Corporation in connection with the collection or attempted collection of the unpaid amounts. Interest shall be charged upon the aggregate total amount monthly and shall be compounded monthly until paid.
- 4) The Corporation shall not be required to accept any partial payment, any payment other than by certified cheque or money order or any regular payment on account of common expenses, until all unpaid amounts, together with interest owing and all reasonable legal costs and reasonable expenses incurred by the Corporation together with interest thereon have been paid in full. Once the Corporation has referred collection of any outstanding amounts to the Corporation's solicitor, the owner and mortgagee of the unit shall make all further payments to the Corporation's solicitor.

## 16.00 DEFAULT AND LIABILITY FOR COSTS

### 16.01 Liability for Costs

- 5) 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 any indemnity provision contained in the Corporation's declaration and the provisions contained in a standard unit by-law of the Corporation as may then be in effect and subject to the owner's insurance deductible responsibility as referred to in Article 18.01 hereof.
- 6) In any case where it has been determined that it is the owner's responsibility for payment of the cost to add to, alter, improve, maintain, replace or repair after damage a portion of the common elements or an asset of the Corporation or any installation with respect thereto, or any unit improvement thereto or contents thereof, 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 against the owner's unit in accordance with s. 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.

- 7) 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 deemed guilty in any manner of any trespass, assault, tort or crime;
  - 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 s. 92 of the Act when an owner is in breach thereof, 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, subject to collection by means of the lien process in the event of non-payment after demand.

#### 17.00 INSURANCE DEDUCTIBLE RESPONSIBILITY

##### 17.01 Deductible

Pursuant to s. 105 (2) and (3) of the Act, if an owner, lessee of an owner, a person residing in the owner's unit or any employee, agent, contractor, visitor or guest thereof, whether or not with the permission or knowledge of the owner, and whether or not through any act or omission, causes damage to the owner's unit, any pre-registration improvements with respect thereto insured by the Corporation, any portion of the common elements or assets of the Corporation or any facilities or installations thereon, any other unit, improvements thereto or contents located in any other unit or on the common elements, then the amount that is the lesser of the cost of repairing the damage, and the deductible limit of the insurance policy maintained by the Corporation shall be added to the common expenses payable for the owner's unit, unless damage to the owner's unit was caused by an act or omission of the Corporation or its directors, officers, agents, contractors or employees. In the event the owner fails to reimburse the Corporation within 30 days after the Corporation has provided written notice requiring reimbursement together with any applicable invoices, a default giving rise to a lien shall occur and the Corporation shall be entitled to enforce payment in accordance with all of the provisions set out in s. 84 - 87 of the Act.

#### 18.00 TAX ASSESSMENT APPEALS

##### 18.01 Tax Assessment Appeals

The Corporation is authorized but not obligated to object on behalf of any or all owners to assessments of realty taxes in any year arising under the *Assessment Act* against owners' units and their appurtenant common interests, if the Corporation gives notice of the objection to the owners in accordance with the notice requirements set out in Article 24.00. The Corporation shall be entitled to hire the services of any assessment appraiser, tax consultant, lawyer or other expert with respect to any report, evidence, testimony as a witness or service as counsel on behalf of the Corporation and shall defray all costs of any property tax assessment complaint filed by it out of the common expenses. The Corporation shall have the capacity and authority to make a complaint under s. 40 of the *Assessment Act* on behalf of owners, but shall not be liable for an alteration in the assessment of a unit or for any other matter relating to the complaint, except for the costs of the complaint incurred directly by the Corporation. 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 process the owner's own assessment complaint or may 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

s. 40 of the *Assessment Act*. Upon receipt of such notice from the owner, the Corporation shall take all reasonable steps without delay to withdraw any appeal filed on behalf of the owner in respect of the unit assessment.

## 19.00 RESTRICTIONS AFFECTING COMMON ELEMENTS

### 19.01 Access to Recreational Facilities

- a) Only occupants of the units may use and enjoy the common elements, assets and recreational facilities of the Corporation, subject to the provisions of the Jointly Owned Facilities Agreement.
- b) For greater clarity, occupants are defined as Residents of a dwelling unit in 2010 Islington Avenue, whether owners or tenants.
- c) An owner who leases his unit shall not be permitted to use and enjoy the common elements, assets and recreational facilities of the Corporation.
- d) Non-residents may not use any recreational facilities unless accompanied at all times by an adult occupant of the Corporation and in compliance with the Corporation's Rules.
- e) The Joint Operations Committee may further clarify the parts of the common elements, assets and recreational facilities from which persons other than occupants are restricted.
- f) Further conditions may be determined from time to time by the Joint Operations Committee.

### 19.02 Trespass Prohibition

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* of 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*.

### 19.03 Ensure Compliance By Visitors

Owners, tenants and occupants of units of the Corporation shall be responsible to ensure compliance 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.

## 20.00 OCCUPANCY STANDARDS

### 20.01 Use of Unit

Each dwelling unit shall be used only as a private, single-family residence by members of the owner's or resident's family, and temporary residents, occupants, visitors or guests for a period of no longer than one month, provided the occupancy standards referred to in sub-article 20.03 and 20.04 are complied with, in accordance with municipal by-laws and regulations, the Act and the Corporation's declaration, by-laws and rules.

**20.02 Resident Information Certificate**

The owner or tenant of a unit must file with the management office prior to booking an elevator or first occupying a unit the Corporation's form of Resident Data Certificate, in such form as the board shall from time to time require. The Resident Data Certificate shall state the number of occupants of the unit and relevant particulars pertaining to the residents, their pets, vehicles, contact information and any special assistance requirements, amongst other information. Where the occupancy of the unit changes, the owner or tenant shall file with the management office a revised Resident Data Certificate.

**20.03 Habitable/Non-Habitable Rooms**

A habitable room shall include only an enclosed room originally constructed in the unit for use as a bedroom, den, study or library, but the following rooms are designated and intended for use as a non-habitable area, including, without restriction, a bathroom, kitchen, dining room, living room, hallway, foyer, balcony, terrace, sunroom or exclusive use common element area. A room designated and intended for use as a non-habitable area shall not be used as a habitable room. The board shall be entitled to designate any other type of room or area as a room intended for use as a non-habitable area. No structural alteration, partition, renovation or addition shall be installed, permitted or made to a unit or its exclusive use common area without the prior written consent of the board and compliance with all other requirements of the Act, declaration, by-laws and rules of the Corporation.

**20.04 Occupancy Standards**

No owner shall permit any person to occupy a habitable room in the owner's unit in excess of one person for each 9 square metres of habitable room floor area, provided that the minimum floor area of a room used by two or more persons for sleeping shall be 4 square metres for each person so using the room. The minimum floor area of a room used by only one person for sleeping shall be 6 square metres, with a room having a minimum dimension on one side of 2 metres. The board shall deem each unit as either a one-bedroom unit, a regular two-bedroom unit, or a large two-bedroom unit, based upon the original as-built designation in the plans and specifications of the declarant. The number of occupants in a dwelling unit is limited as follows:

- a) One-bedroom units with suite numbers ending in the digits 05 are restricted to a maximum of four (4) residents in such units;
- b) Regular two-bedroom units with suite numbers ending in the digits 01, 02, 03 or 04 are restricted to a maximum of five (5) residents in such units;
- c) Large two-bedroom units with suite numbers ending in the digits 06 are restricted to a maximum of six (6) residents in such units.

**20.05 Contravention**

Where any Resident Data Certificate indicates that the number of residents who will occupy the dwelling unit is greater than is permitted by the Occupancy Standards referred to above, then such persons may be refused entry to the property and may be refused use of the elevator for the purpose of moving into the unit. If a person contravenes the standards for the occupancy of a unit set out herein, the board may enforce compliance and may, by resolution, levy against the unit an assessment that reasonably reflects the amount by which the contravention increases the cost of maintaining the common elements and repairing them after damage, and the amount by which the contravention increases the cost of using the utilities that form part of the common expenses, including, without restriction, the cost of heating, air conditioning, electricity, water, waste disposal, sewage, fire prevention and protection, and related services including property management, cleaning, security and related materials and supplies. Any such assessment shall form part of the contribution to the common expenses payable for the unit, enforceable by registration of a lien against the unit in accordance with s. 84 - 87 of the Act. Where the precise costs are unknown, the board shall be entitled to exercise its discretion to determine the amount that reasonably reflects the increased costs arising from the contravention, including such of the following criteria as may be applicable. For each extra unauthorized person occupying a unit in excess of the occupancy standard applicable to such unit, the board may assess additional common expenses applicable to that unit in an amount calculated by allocating an additional amount to that unit, equal to the same total annual common expense contribution to the Corporation's common expenses as applies to the unit, multiplied by the

number of excess occupants and multiplied by a factor equal to a fraction, whereby the numerator shall consist of the sum of the total common expenses incurred by the Corporation to maintain and repair after damage the common elements and assets of the Corporation for the current fiscal year and the total common expenses incurred by the Corporation for all utilities for the current fiscal year, and whereby the denominator shall consist of the total of all budgeted common expenses of the Corporation for the current fiscal year. The board shall be entitled to determine otherwise the amount that reasonably reflects the amount by which the contravention increases such costs.

## 21.00 MEDIATION

### 21.01 Negotiated Solution

The Corporation and owners shall use their best efforts to resolve any disputes which may arise between the Corporation and any owner or owners through good faith negotiations (subject to compliance with the provisions of the Act and the Corporation's declaration, by-laws and rules) and shall resort to mediation, arbitration or legal proceedings against one another only after attempts to clarify, resolve and minimize the scope of any issues in dispute fail.

### 21.02 Compliance Demand Notice

If the Corporation or any owner wishes to require any owner, occupant of a unit, the Corporation or any other person referred to in s. 17 (3), 119, 132, 134 or 135 of the Act to comply with any provisions set out in the Act or the Corporation's declaration, by-laws or rules, such Corporation or owner shall give a compliance demand notice to the other party(ies), including the Corporation, by regular mail stating the following matters:

- a) Particulars of the action(s) or conduct which the party wishes to enjoin;
- b) A statement of any particular provision claimed to have been breached;
- c) The action required to be taken by the other party(ies) and any other person for whom any such party is responsible, in order to comply with any such provision, within a specified time;
- d) Such other matters or materials as the party may deem appropriate.

### 21.03 Justification Response Notice

The party(ies) receiving the compliance demand notice shall either comply with the requirements set out within the time specified therein or shall provide detailed particulars of the party(ies)' justification for the party(ies)' action or conduct in a written justification response notice given to the other party(ies) within the time specified in the compliance demand notice.

### 21.04 Notices

All notices referred to in Article 21.00 given with respect to any dispute or disagreement shall comply with the notice requirements set out in Article 27.00.

### 21.05 Cessation of Complaint

Where a compliance demand concerns a complaint pertaining to a nuisance, excessive noise, a potential danger or harm to persons or property determined by the board to constitute breach of the Act or the Corporation's declaration, by-laws or rules, then the person alleged to be responsible with respect thereto shall immediately, upon receipt of a compliance demand notice from the Corporation, take all reasonable measures to ensure that no such nuisance, excessive noise, potential danger or harm shall occur or continue pending resolution of the dispute.

### 21.06 Interim Payment

When any disagreement between the Corporation and an owner engaged in mediation, arbitration or legal proceedings concerns the payment of any damages, retainer, fee, expense, costs or assessment, all amounts to be paid as required or permitted by the Act or the Corporation's declaration, by-laws or rules, including any amount in dispute, shall be paid within 15 days after written demand therefor to a law firm designated by the Corporation to act as the Escrow Agent of both parties (other than the Corporation's usual firm of barristers and solicitors). The Escrow Agent shall hold any such amounts in trust on behalf of both parties and such amount or any part thereof shall be paid to such party or other person as the parties may direct by mutual agreement or pursuant to the decision or order of an arbitrator or court of law. An owner shall not be exempt from the

obligation to contribute to the common expenses of the Corporation or any special assessment even if the owner is making a claim against the Corporation, or if the owner has waived or abandoned the right to use any part of the common elements, or if the declaration, by-laws or rules restrict the owner from using any part of the common elements. The Corporation shall have the right to register a lien against an owner's unit when permitted to do so as a result of breach of any of the provisions set out in the Act, including s. 85 - 87 thereof.

#### **21.07 Agreements Contain Provision**

Every agreement between the Corporation and another party, including the declarant, another corporation, an owner or a property manager shall be deemed to contain a provision requiring the parties to submit a disagreement between them with respect to any such agreement to mediation by a person selected by the parties (unless they have previously submitted the disagreement to mediation).

#### **21.08 Compliance Enforcement**

The Corporation's declaration shall be deemed to contain a provision that the Corporation and the owners agree to submit a disagreement between the parties with respect to the declaration, by-laws or rules to mediation and arbitration in accordance with s. 132 of the Act. In the event one of the parties to the disagreement is a tenant, resident, visitor or guest of a unit, or in the event any such person or an owner of the unit breaches a section of the Act, the Corporation shall be entitled to enforce compliance by an order of the Superior Court of Justice pursuant to s. 134 of the Act against any of them with respect to any provision contained in the Act, or the Corporation's declaration, by-laws or rules, or an agreement with another Corporation for the mutual use, provision or maintenance or cost-sharing of facilities or services. The Corporation and any other party shall not be obligated to mediate or arbitrate any disagreement which is not specifically required by s. 132 of the Act except upon mutual agreement or as required by law, recognizing that other enforcement remedies are permitted by the Act.

#### **21.09 Mediation**

If after using their best efforts, the parties are unable to resolve by good faith negotiations any such disagreement, then any party may submit the disagreement to mediation by a qualified mediator who shall confer with all parties concerned and endeavor to obtain a settlement with respect to the disagreement submitted for mediation.

#### **21.10 Mediation Notice**

Any party to such a disagreement (the "Initiator") may submit the disagreement to mediation by giving to the other party(ies) a written mediation notice. The mediation notice shall define each issue forming part of the disagreement with sufficient particularity to allow the other party(ies) to understand the nature and scope of each such issue, including specification of the facts and arguments upon which the Initiator intends to rely at the mediation. The mediation notice shall contain

- (a) a specific description of the matter in dispute,
- (b) a statement of the party's claims,
- (c) a statement of the remedy sought, and
- (d) the party's nomination of three qualified mediators.

The mediation procedure shall be deemed to commence on the date of giving notice of the mediation to any party to the disagreement.

#### **21.11 Mediation Response Notice**

Within 15 days after the mediation notice is given, the other party(ies) (the "Respondent(s)") shall give the Initiator a written mediation response notice identifying

- (a) the specific nature of the disagreement to the matter in dispute,
- (b) a statement of the party's claims,
- (c) a statement of the remedy sought, and
- (d) the party's appointment of a qualified mediator from the list provided by the Initiator.

The mediation response notice shall define each issue forming part of the disagreement with sufficient particularity to allow the other party(ies) to understand the nature and scope of each such issue, including specification of the facts and arguments upon which the respondent(s) intends to rely at the mediation.

#### **21.12 Mediation Reply**

Within 10 days after a Respondent's mediation response notice is given, the Initiator may give a reply notice to the Respondent stating any reply to any disagreement, claim or conclusion/remedy not raised in the mediation notice.

#### **21.13 Choice of Mediator**

The Initiator shall state in the mediation notice the names of 3 qualified mediators on the panel of the Condominium Dispute Resolution Centre or any other alternate dispute resolution organization. The other party(ies) shall choose one of those names to be appointed as the qualified mediator within 15 days after receiving the mediation notice by giving a written choice of mediator notice to the mediator and each of the other parties, failing which the Initiator shall choose any one of such panelists to be the qualified mediator and shall notify the mediator and each of the other parties by a choice of mediator notice within 10 days thereafter. Such panelist shall be qualified and willing to act as the mediator of such difference, shall agree to the provisions set out herein and shall not previously have rendered professional or other services directly to either the Corporation or the other party(ies) to the mediation. The mediator shall be deemed to be selected when so appointed. The Initiator shall deliver to the mediator a copy of any compliance demand notice, compliance response, mediation notice, mediation response notice and mediation reply notice (or such of those documents as may then be available) before or within one week after the date that the mediator is deemed to be selected.

#### **21.14 Qualified Mediator**

The qualified mediator shall be knowledgeable about condominium issues in general (preferably confirmed by an ACCI or RCM designation) and shall preferably be knowledgeable in the area of the topic in dispute. The mediator shall be qualified by education and experience to assist parties to mediate resolution of disputes. The mediator shall act impartially, fairly and diligently on a non-judgmental basis to assist the parties to resolve their differences.

#### **21.15 Mediation Fees and Expenses**

Within 10 days after a written request for payment, each party shall pay 1/2 of the mediator's retainer, and the balance of any of the mediator's fees and expenses, when determined from time to time including any amounts for the facilities or services of the alternate dispute resolution organization, and any time for the mediator's preparation, review of documents, attendances, travel, the fees and expenses of any expert retained by the mediator, the preparation and finalization of any mediation agreement, settlement agreement, settlement report and any other legitimate mediation fees and expenses. Each party shall promptly pay the mediator such other share of the mediator's retainer, fees and expenses that the settlement agreement specifies, if a settlement is obtained. If the mediation fails, each party shall pay whatever share of the mediator's retainer, fees and expenses that the mediator specifies in the notice stating that the mediation has failed, in which event the mediator shall have the discretion to allocate or reallocate the mediator's retainer, fees and expenses between the parties, taking into consideration the behaviour of the parties, any belligerence or inappropriate conduct, abuse of proceedings, unnecessary delay or the causing of any unnecessary fees or expenses, any responsibility for causing the mediation to fail and an allocation of fault as the mediator may deem to be applicable as between the parties. In the event that either party fails to pay his/her/its share of the mediator's retainer, fees or expenses on time, the other party shall be entitled to pay such amount and recover it at any time thereafter from the other party or, the other party shall be entitled to require the mediator to deliver a failed mediation notice in accordance with Article 21.22 and shall be entitled to elect to proceed directly to arbitration. If the Corporation is willing, in its sole discretion and if the other party(ies) agree in the mediation agreement, the Corporation may pay all or any part of the other party's share of the mediator's retainer, fees or expenses, in which event, once any party's share of the mediator's retainer, fees and expenses are finally determined, such amount shall form part of the contribution to the common expenses payable for the unit and shall be collectible in accordance with the provisions set out in s. 84 - 87 of the Act.



**21.16 Agreement to Mediate**

The parties shall each execute the mediator's form of Mediation Agreement, subject to such modifications to which the parties and mediator mutually agree, within 15 days after the mediator has forwarded the form of mediation agreement to the parties.

**21.17 Mediation Procedure**

Subject to the provisions set out herein and any modifications agreed to by all parties concerned, the mediation shall be conducted pursuant to the guidance of the mediator and generally in accordance with any non-conflicting rules of procedure for the conduct of mediation commonly used by the Condominium Dispute Resolution Centre or such other alternate dispute resolution organization as may have been appointed. In the event any situation is not governed by a rule of procedure, the mediator shall determine the applicable rule of procedure if the parties can not mutually resolve the procedural issue.

**21.18 Disclosure**

Each party shall, not later than 10 days prior to the mediation hearing, provide to each of the other parties and the mediator copies of any documents, including, but not limited to, provisions of the Act, other legislation, regulations, the declaration, description, by-laws or rules, or any contract, photograph, report, opinion, statement, financial statement, letter or evidence relevant to the matter in dispute, upon which such party may rely or raise in furtherance of such party's position during mediation proceedings.

**21.19 Hearing Date**

The mediation hearing shall take place at the mediator's office or at such other location as the mediator may designate, commencing at 10:00 am on the morning of the designated hearing date, subject to such arrangements to which the parties may mutually agree. The designated hearing date shall be a mutually agreed date, not later than 60 days after the date the mediation notice was given, which hearing date shall be designated by the parties not later than 45 days after the date the mediation notice was given. If the parties cannot mutually agree upon the hearing date within 30 days after the date the mediation notice was given, either party may propose three hearing dates acceptable to the mediator to each of the other parties who shall select one of the three days and notify the mediator and the other parties accordingly within 45 days after the date the mediation notice was given. The hearing date may be extended by mutual agreement of each of the parties and the mediator to a later date. The hearing date may be postponed for up to 30 days upon the consent of each of the parties and the mediator. The term of the mediation shall not exceed 1 day unless the parties and the mediator mutually agree at least 5 days prior to the mediation hearing to a shorter or longer period.

**21.20 Mediation Hearing**

The mediator shall afford an equal opportunity and time for each party to promote its case. Any party may be represented by legal counsel or any other representative. Any party may lead the evidence of any witness or expert in order to induce the other party to accept its position, provided that such party shall notify all other parties and the mediator of its intention to do so and shall provide any expert reports at least 10 days before the hearing date. Any person who is disruptive or unreasonably belligerent may be excluded from the mediation hearing. The parties attending the mediation shall work diligently and with a *bona fide* intent to mutually resolve any disagreement, taking a flexible and co-operative approach, while avoiding rancorous statements or conduct intended to exacerbate the dispute. A representative of each party shall be in attendance who has the authority and flexibility to finalize any settlement solution to the disagreement as the parties present at the mediation may deem appropriate.

**21.21 Confidentiality**

The mediation proceedings and any element thereof shall be kept confidential, including, but not limited to, any documents submitted or exchanged, any evidence, testimony or other submissions or statements of any party or witness. Such proceedings shall not be disclosed to any person, firm or corporation except the mediator, the parties and their professional advisors, except as may be required by law. However, the settlement record itself may be disclosed to other persons, firms or corporations who have an interest in the outcome of the proceedings.

**21.22 Settlement Record**

Upon obtaining a settlement between the parties with respect to the disagreement, the mediator shall make a written settlement record of the agreement between the parties which shall form part of the agreement or matter that was the subject of the mediation and the mediator shall forward a copy of the settlement record to each party within 10 days after the mediation hearing. Each of the parties shall duly execute the settlement record within 10 days thereafter to confirm their agreement to the settlement record, which settlement record may be executed by each of the parties in counterpart and shall be delivered to each of the parties and the mediator within 10 days after receipt of the settlement record. The parties shall each comply with the settlement record thereafter with respect to each of the issues forming part of the disagreement. If a party fails to agree with any provision set out in the settlement record at any time after the party has executed it, any other party who has executed the settlement record shall be entitled to proceed to enforce compliance in accordance with an order of the Ontario Superior Court of Justice, pursuant to s. 134 of the Act. Nothing contained in the settlement record shall create a precedent or be binding upon either party with respect to any other issue, disagreement or any other party, except as specifically stated in the settlement record.

**21.23 Mediation Failure**

The mediation shall be deemed to have failed in the event that any one or more of the following failed mediation criteria have occurred:

- a) A party fails to respond within the time and as required to a mediation notice or mediation response notice;
- b) No qualified mediator is selected by the parties or consents to act within 60 days after the parties submit the disagreement to mediation pursuant to a mediation notice;
- c) A party fails to define the disagreement(s) and specify the facts and arguments upon which such party intends to reply within 5 days after a written request for such information from any other party, if any notice period applicable to such party has passed at the time of any such request;
- d) The party fails to execute and deliver the mediation agreement within 5 days after a written request to finalize all provisions, execute and deliver the mediation agreement to the other party(ies) and the mediator, if the 10 day period has passed at the time of any such request;
- e) A party fails to comply with the Mediation Agreement;
- f) A party fails to pay the mediator's retainer within 10 days after the mediator's initial request for payment or if the party fails to pay the balance of the mediator's fees and expenses within 30 days after the mediator's written request for payment;
- g) If a party or the mediator fails to attend or fails to participate actively in the mediation on a *bona fide* and diligent basis;
- h) If a party fails to execute and deliver to each of the other parties and the mediator a copy of the settlement record within 10 days after receipt of the settlement record, or if the mediator fails to deliver the settlement report to each party;
- i) If the parties fail to agree upon a designated hearing date within 45 days after the date the mediation notice was given.

**21.24 Failed Mediation Notice**

In the event one or more of the failed mediation criteria set out in Article 21.22 has occurred, the mediator shall be entitled to elect or any party shall be entitled to require the mediator to deliver a failed mediation notice to all parties within 5 days thereafter, which failed mediation notice shall state that the mediation has failed, and shall include an order as to payment of the mediator's retainer, fees and expenses allocated among the parties in such manner and to such extent as the mediator in his or her sole discretion may deem appropriate, taking into account any of the failed mediation criteria set out in Article 21.22.

## **22.00 ARBITRATION**

### **22.01 Arbitration**

In the event the parties have failed to select a mediator within 60 days after the parties have submitted the disagreement to mediation pursuant to mediation notice, or 30 days after the mediator delivers a notice stating that the mediation has failed, either party may commence arbitration proceedings as contemplated by s. 132 of the Act at any time within 6 months thereafter.

### **22.02 Arbitration Notice**

Any party to a disagreement referred to in s. 132 of the Act (the "Initiator") may submit the disagreement to arbitration by giving a written arbitration notice to the other party(ies) requiring arbitration. The arbitration notice shall contain

- (a) a specific description of the matter in dispute,
- (b) a statement of the party's claims,
- (c) a statement of the conclusion/remedy sought, and
- (d) the party's nomination of three qualified arbitrators.

The arbitration notice shall define each issue in dispute with sufficient particularity to allow the other party(ies) to understand the nature and scope of each issue, including specification of the facts and arguments upon which the Initiator intends to rely at the arbitration. The arbitration procedure shall be deemed to commence on the date of giving notice of the arbitration to any party to the disagreement.

### **22.03 Arbitration Response Notice**

Within 15 days after the arbitration notice is given, the other party(ies) (the "Respondent(s)") shall give the Initiator a written arbitration response notice identifying:

- (a) the specific nature of the disagreement to the matter in dispute,
- (b) a statement of the party's claims,
- (c) a statement of the conclusion/remedy sought, and
- (d) the party's appointment of a qualified arbitrator from the list provided by the Initiator.

The arbitration response notice shall define each issue in dispute with sufficient particularity to allow the other party(ies) to understand the nature and scope of each such issue, including the facts and arguments upon which the respondent(s) intends to rely at the arbitration. The arbitration procedure shall be deemed to commence on the date of giving notice of the arbitration to any party to the disagreement.

### **22.04 Arbitration Reply**

Within 10 days after the arbitration response notice is given, the Initiator may give a reply notice to the Respondent stating any reply to a disagreement, claim or conclusion/remedy not raised in the arbitration notice.

### **22.05 Choice of Arbitrator**

The disagreement or matter in dispute shall be submitted for resolution to a single arbitrator. The Initiator shall state in the arbitration notice the names of 3 arbitrators on the panel of the Condominium Dispute Resolution Centre or any other alternate dispute resolution group, and the other party(ies) shall choose one of those names to be appointed as the arbitrator by a written choice of arbitrator notice given to the arbitrator and each of the other parties within 15 days after the arbitration notice was given, failing which the Initiator shall choose any one of such panelists to be the arbitrator by a written choice of arbitrator notice given to the arbitrator and each of the other parties within 10 days thereafter, provided that such panelist is willing to act as the arbitrator of such dispute and has not previously rendered professional or other services to either the Corporation or the other party(ies) to the arbitration. The arbitrator shall be deemed to be selected when so appointed. The Initiator shall deliver to the arbitrator a copy of any compliance demand notice, compliance response, arbitration notice, arbitration response notice and arbitration reply notice (or such of those documents as may then be available) before or within one week after the date that the arbitrator is deemed to be selected.

#### **22.06 Qualified Arbitrator**

The qualified arbitrator shall be knowledgeable about condominium issues in general (preferably confirmed by an ACCI or RCM designation) and shall preferably be knowledgeable in the area of the topic in dispute. The arbitrator shall be qualified by education and experience to act impartially, with administrative fairness and diligence to conduct an arbitration hearing and to render a final and binding decision.

#### **22.07 Legal Issues**

In the event that any notice pertaining to mediation or arbitration proceedings invokes a legal interpretation of or determination of rights and obligations under the Act, declaration, by-laws or rules, any party may, before the arbitrator is deemed to be selected, require that the arbitrator shall either hold a law degree or be entitled to receive independent legal advice with respect to the applicable provision(s) and any relevant legislation or case law. Where no binding legal precedent exists with respect to the disagreement, standard practices in the industry shall be accorded substantial weight. Neither the mediator nor the arbitrator shall have the power to alter any existing provision contained in the Act, declaration, by-laws or rules.

#### **22.08 Arbitration Fees, Expenses and Costs**

Within 10 days after a written request for payment, each party shall pay ½ of the arbitrator's retainer, and subsequently, the balance of any of the arbitrator's fees and expenses, including any amounts for the facilities or services of the alternate dispute resolution group, or such other share of the arbitrator's retainer, fees and expenses that the arbitrator imposes or the arbitration agreement may specify. The arbitrator shall be entitled to exercise his/her discretion as to the awarding of damages, costs and each party's share of the arbitrator's retainer, fees and expenses, having regard to any finding of fault, breach of agreement, breach of any provision of the Act, declaration, by-laws or rules of the Corporation, delay or non-participation in the negotiations, mediation or arbitration, as the arbitrator may specify in the arbitrator's final award. The arbitrator's decision and order as to payment of any amounts may be filed in the Ontario Superior Court of Justice and enforced in accordance with the *Arbitrations Act, 1991* or pursuant to a compliance order in accordance with s. 134 of the Act. In the event that either party fails to pay his/her/its share of the arbitrator's retainer, fees or expenses on time, the other parties shall be entitled, but not required to pay such amount and recover it at any time thereafter. If the Corporation pays all or any part of another party's share of the arbitrator's retainer, fees or expenses or is awarded any legal costs or damages, all such amounts shall form part of the contribution to the common expenses payable for the unit and shall be collectible in accordance with the provisions set out in s. 84 - 87 of the Act.

#### **22.09 Arbitration Agreement**

The parties shall each execute the arbitrator's form of arbitration agreement, subject to such modifications to which the parties and arbitrator mutually agree, within 15 days after the arbitrator has forwarded the form of arbitration agreement to the parties, failing which a party who is not in default of those requirements shall be entitled to arbitrate the issue in dispute forthwith in the absence of any such party in default.

#### **22.10 Arbitration Procedure**

Subject to the provisions set out herein, the provisions of the *Arbitrations Act, 1991* as amended from time to time and any modifications agreed to by all parties concerned, the arbitration shall be conducted generally in accordance with the rules of procedure for the conduct of arbitrations commonly used by the Condominium Dispute Resolution Centre or such other alternate dispute resolution organization as may be appointed by the parties. In the event that any situation is not governed by a rule of procedure, the arbitrator shall determine the applicable rule of procedure if the parties cannot mutually resolve the procedural issue themselves.

#### **22.11 Disclosure**

No later than 10 days prior to the arbitration hearing, each party shall provide to the arbitrator and to each of the other parties copies of any documents including, but not limited to, provisions of the Act, other legislation, regulations, the declaration, description, by-laws or rules, or any contract, photograph, report, opinion, statement, financial statement, letter or evidence relevant to the matter in dispute, upon which such party may rely or raise in furtherance of such party's position during the arbitration proceedings.

**22.12 Evidence**

At the request of any party, the arbitrator may take such interim measures as the arbitrator considers necessary in respect of the dispute, including, without limiting the generality of the foregoing, the detention, preservation or inspection of any evidence relied on or relevant to the arbitration. The arbitrator shall determine the applicability, relevance, materiality, accuracy and truthfulness of any evidence, testimony or submission, which determination shall be conclusive.

**22.13 Hearing Date**

The arbitration hearing shall take place at the arbitrator's office or at such other location as the arbitrator may designate, commencing at 10:00 am on the morning of the designated hearing date, subject to such arrangements to which the parties may mutually agree. The designated hearing date shall be a mutually agreed date, not later than 60 days after the date the arbitration notice was given, which hearing date shall be designated by the parties not later than 45 days after the date the arbitration notice was given. If the parties cannot mutually agree upon the hearing date within 30 days after the date the arbitration notice was given, either party may propose three hearing dates acceptable to the arbitrator to each of the other parties who shall select one of the three days and notify the arbitrator and the other parties accordingly within 45 days after the date the arbitration notice was given. The hearing date may be postponed for up to 60 days upon the consent of each of the parties and the arbitrator. The hearing date may be extended by mutual agreement of each of the parties and the arbitrator to a later date. The term of the arbitration shall not exceed 1 day unless the parties and the arbitrator mutually agree at least 10 days prior to the arbitration hearing to a shorter or longer period.

**22.14 Arbitration Hearing**

The arbitrator shall afford an equal opportunity for each party to promote its case. Any party may be represented by legal counsel or any other representative. Any party may lead the evidence of any witness or expert providing relevant testimony (subject to cross-examination and reply), provided that such party shall notify all other parties and the arbitrator of its intention to lead such evidence and shall provide any expert reports at least 10 days before the hearing date. Any person who is disruptive or unreasonably belligerent may be excluded from the arbitration hearing. The parties attending the arbitration shall work diligently and with a *bona fide* intent to mutually resolve any disagreement, taking a flexible and co-operative approach, while avoiding rancorous statements or conduct intended to exacerbate the dispute. A representative of each party shall be in attendance who has the authority and flexibility to finalize any settlement solution to the disagreement as the parties present at the arbitration may deem appropriate. Testimony shall be sworn under oath. Any party may require the proceedings to be recorded, upon 10 days prior notice given to each of the other parties and to the arbitrator.

**22.15 Confidentiality**

The arbitration proceedings and any element thereof shall be kept confidential, including, but not limited to, any documents submitted or exchanged, any evidence, testimony or other submissions or statements of any party or witness. Such proceedings shall not be disclosed to any person, firm or corporation except the arbitrator, the parties and their professional advisors, except as may be required by law. However, the arbitration award itself may be disclosed to other persons, firms or corporations who have an interest in the outcome of the proceedings.

**22.16 Arbitration Award**

Within 30 days after the arbitration hearing, the arbitrator shall render an arbitration award and shall give a written copy thereof to each of the parties to the arbitration. The arbitrator shall have the discretion to make such award as the arbitrator considers just and appropriate, having regard to the circumstances, and subject to compliance with the provisions set out in this Article 22. The arbitral award shall be in writing, stating the reasons upon which the award was based. The parties shall each comply with the arbitration award thereafter with respect to each of the issues forming part of the disagreement. Nothing contained in the arbitration award shall create a precedent or be binding upon either party with respect to any other issue, disagreement or any other party, except as specifically stated in the arbitration award.

**22.17 Arbitration Final**

The decision of the arbitrator set out in the arbitration award shall be final and binding upon the parties concerned and shall not be subject to appeal by any party except pursuant to a question of law

or pursuant to a specific ground of appeal for setting aside an arbitrator's decision in accordance with the *Arbitrations Act, 1991* as may then be in effect from time to time.

#### **22.18 Resort to Court**

Nothing provided herein shall prevent any party(ies) from interim resort to court, if permitted, where it is necessary to prevent harm to any person or property, if such matter cannot be appropriately addressed by the appointed arbitrator; however, the ultimate resolution of the dispute shall be resolved through arbitration.

#### **22.19 Compliance Order**

If a party is unable to obtain compliance by the other party(ies) with the Act, declaration, by-laws or rules, despite having submitted the dispute to mediation and arbitration in compliance with the Act and this By-law, the Corporation may apply to the Superior Court of Justice for an order enforcing compliance.

#### **22.20 Court Ordered Damage and Costs**

Pursuant to the Act, if a Corporation obtains an award of damages or costs in an order made against an owner or occupant of a unit, the damages or costs, together with any additional actual costs to the Corporation in obtaining the order shall be added to the common expenses for the unit and the Corporation may specify a time for payment by the owner of the unit. In the event the owner fails to make such payment on time, the Corporation may commence lien proceedings in accordance with s. 84 - 87 of the Act.

### **23.00 EASEMENTS, LEASES AND LICENSES**

#### **23.01 General**

For the purpose of providing telecommunications services or any other utilities or services 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 a transfer, easement or license 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 license 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, and in the event an addition, alteration or improvement to the common elements is made and approved by the board, an owner's alterations agreement shall be entered into and registered on title to the unit in accordance with s. 98 of the Act.

### **24.00 INSURANCE TRUST AGREEMENT**

#### **24.01 Insurance Trust Agreement**

Notwithstanding the repeal of a previous Insurance Trust Agreement By-law pursuant to Article 2.01 hereof, the Corporation's existing insurance trust agreement is hereby ratified and confirmed and shall continue hereafter in full force and effect. 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 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 s. 99 of the Act are less than 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 s. 123 of the Act.

## 25.00 JOINT OPERATIONS COMMITTEE

Section 19 of the Declaration of York Condominium Corporation No. 531 provides that the use and maintenance of the recreational and other facilities shared with Metropolitan Toronto Condominium Corporation No. 570 shall be governed by a Committee to be established by the two corporations, in accordance with the By-laws. The governing document of that Committee is the Jointly Owned Facilities Agreement, which requires the continuance of the terms of this Article.

### 25.01 Ownership

Ownership of the outdoor tennis court designated as Unit 4, Level 1 on Metropolitan Toronto Condominium Plan No. 570, together with the recreation centre designated as Unit 179, Level A and the three outdoor tennis courts and swimming pool designated as Unit 4, Level 1, all on York Condominium Plan No. 531 (hereinafter collectively referred to as the "recreational facilities") and the security gatehouse designated as Unit 5, Level 1, on York Condominium Plan No. 531 shall be shared equally between this Corporation and the adjacent condominium corporation, being Metropolitan Toronto Condominium Corporation No. 570, the two corporations being sometimes referred to as "the two corporations".

### 25.02 Provisions

The following provisions shall apply with respect to the recreational facilities and the security gatehouse unit:

- (a) The use and maintenance of the recreational facilities and security gatehouse unit, as well as the providing of services, staff and equipment for same, shall be governed by the Recreation Committee, also known as the Committee or the Joint Operations Committee. The Committee shall consist of ten members, each of whom shall be a member of the board of directors of one of the two corporations, with each board appointing five members of the Committee, including in such appointments the president of each board. Where a board has less than five members, then such board shall be entitled to appoint any unit owner in such corporation to fill any vacancy on the Committee pending the appointment or election of a new board member or members whereupon such appointed or elected board member or members shall be appointed by the board in question to fill such vacancy or vacancies.
- (b) Seven members of the Committee shall constitute a quorum, provided that each of the two corporations shall have at least three members appointed by each of such corporations at any meeting of the Committee.
- (c) All decisions of the Committee shall be by a majority vote. Each member shall have one vote (including the Chairperson) and the Chairperson shall not have an additional or casting vote. In the case of a tie vote, the matter being considered shall be considered to be defeated.

### 25.03 Committee Responsibilities

The Committee shall, *inter alia*, be responsible for the following:

- (a) establishing rules of conduct and procedure with regard to the use of the recreational facilities and the security gatehouse.
- (b) the provision of heat, hydro, water, recreational programs and staff for the recreational facilities and the security gatehouse.
- (c) the provision, replacement or maintenance of equipment and buildings for the recreational facilities, security gatehouse and the Shared Assets (as defined below) of the two corporations.
- (d) the submission of a budget outlining the costs of the matters listed in (b) and (c) above and in Article 25.04 (a), (b) and (c) below, together with the costs of municipal

taxes, and common expenses, as and when required by each of the two corporations, but at least once annually.

#### **25.04 Other Responsibilities**

The board of directors of each of the two condominium corporations shall jointly determine such other provisions relating to the conduct and operation of the Committee consistent herewith including negotiation and providing of contracts to manage:

- (a) the Shared Assets of the two corporations. The Shared Assets shall mean the Jointly Owned Facilities, defined as including Unit 179, Level A, Unit 4, Level 1 and Unit 5, Level 1 on York Condominium Plan No. 531, and Unit 4, Level 1 on Metropolitan Toronto Condominium Plan No. 570, and other assets of the Committee, and all appropriate equipment chattels and materials that are acquired for use therein and the walkways and roadways, the trees, lawns, flowers and bushes and all appropriate equipment, chattels and materials that are acquired for use thereon;
- (b) the Shared Services for the two corporations. Shared Services shall include interior building cleaning services, security services, pool maintenance and life guard services, window cleaning services, carpet cleaning services, mechanical maintenance services and fan coil unit servicing for each of the two condominium corporations and the Jointly Owned Facilities;
- (c) the Surface & Roadway Services for the two corporations. Surface & Roadway Services shall include landscaping, snow clearing, snow removal, tree care, garage cleaning, road repair and maintenance.

### **26.00 INSTALLATION OF STORAGE LOCKERS ON LEVEL 1**

#### **26.01 Install Ten Storage Lockers on Common Elements**

The Corporation is hereby authorized to install ten storage lockers on level one of the condominium property in the former management office, just south of the present superintendent's suite at the south-east corner of the building and to lease the ten storage lockers to owners of units of York Condominium Plan No. 531, as determined by the board of Directors of York Condominium Corporation No. 531, upon the terms and conditions and rental as may be determined by the board.

#### **26.02 Storage Locker Leases**

The President and Secretary are hereby authorized to execute, under the seal of the Corporation, individual storage locker leases on such other terms and conditions as the board may determine appropriate.

### **27.00 NOTICE**

#### **27.01 By the Corporation**

- 1) Subject always to any specific provision to the contrary in the Act, any notice, budget, assessment, communication or other document required to be given or delivered by the Corporation to any owner, mortgagee or director or officer thereof shall be sufficiently given if:
  - a) delivered personally to the person to whom it is to be given; or
  - b) sent by pre-paid mail addressed to the owner at the address for service that appears in the record; or
  - c) sent by facsimile transmission, electronic mail or any other method of electronic communication if the owner agrees in writing that the party giving the notice may give the notice in this manner; or
  - d) delivered at the owner's unit or at the mail box for the unit unless,



- (a) the party giving the notice has received a written request from the owner that the notice not be given in this manner, or
- (b) the address for service that appears in the record is not the address of the unit of the owner,

provided that notice shall not be given to a mortgagee in accordance with clause d) above. Any mortgagee's address for service shall be deemed to be the address on the Corporation's record of owners and mortgagees, provided that if the mortgagee has not informed the Corporation of the mortgagee's address for service, the mortgagee's address shall be the address shown on the mortgage registered in the Land Titles Office, unless the Corporation is given a written notice of a different address by such mortgagee.

- 2) Any notice, communication or other document to be given by the Corporation to any person who is not an owner or mortgagee will be given or delivered to such person in the manner provided by law.
- 3) Any notice, communication or document shall be deemed to have been received:
  - a) when it is delivered to a person personally or delivered at the owner's unit or at the mail box for the unit in compliance with sub-Article 1(d) above; or
  - b) when it has been deposited in a post office or public letter box; or
  - c) if it is sent by facsimile transmission, electronic mail or any other method of electronic communication, when a send confirmation is recorded by the sender.

#### **27.02 Notice to the Corporation**

- 1) Any notice, communication or other document to be given to the board or Corporation shall be sufficiently given if mailed by prepaid ordinary mail or airmail in a sealed envelope addressed to the board or Corporation at the address for service of the Corporation registered on title in accordance with the Act, or if personally delivered, to the President or Secretary.
- 2) Any notice, communication or document so mailed shall be deemed to have been given when deposited in a post office or public letter box.

#### **27.03 Notice to Joint Operations Committee**

Any notice, communication or other document to be given to the Joint Operations Committee shall be sufficiently given by delivering same to the property manager, addressed to at least two committee members (who are not representatives or nominees of the same condominium corporation), either personally or by ordinary mail, postage prepaid, addressed to such members' Corporation's address for service.

#### **27.04 Omissions and Errors**

- 1) The accidental omission to give any notice to anyone entitled thereto or the non-receipt of such notice or any error in any notice not affecting the substance thereof shall not invalidate any action taken or any business conducted at any meeting held pursuant to such notice or otherwise founded thereon.
- 2) The Corporation shall not be obliged to give notice to any owner who has not notified the Corporation that he/she/it has become an owner or to any mortgagee who has not notified the Corporation that he/she/it has become a mortgagee and has been authorized or empowered in the mortgage to exercise the right of the mortgagor to vote.
- 3) The address of each owner and mortgagee shall be their respective addresses as shown on the record of the Corporation, provided that the Corporation shall also be entitled, but not obligated, to send notice to the owner at the address of the owner's unit and to the mortgagee at the address shown for the mortgagee on the mortgage that is registered in the Land Registry Office until the Corporation is given written notice of a different address for such mortgagee or owner.

**27.05 Notices of Meetings**

A notice of a meeting of owners shall meet the criteria set out in Article 6.04 hereof.

**27.06 Record Date**

In the case of a notice to owners that is not a notice of meeting of owners, the persons whose names appeared in the record 5 days before the day the notice is given shall be deemed to be the persons to whom the notice is required to be given.

**28.00 MISCELLANEOUS****28.01 Invalidity**

The invalidity of any article, clause, sentence, phrase or word contained in this by-law shall not impair or affect in any manner the validity and enforceability or effect of the balance thereof. In the event it is determined that any part of such provision is invalid, the most minor individual part thereof shall be deleted therefrom, provided the balance of the provision remaining shall not be substantially inconsistent with the overall intent of the original entire provision.

**28.02 Waiver**

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

**28.03 Headings**

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

**28.05 Amendment**

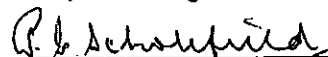
This by-law or any part hereof may be varied, altered or repealed by a by-law passed in accordance with the provisions of the Act and the declaration.

**28.06 Conflicts**

- 1) In the case of a conflict between the provisions of the Act and any provision in the declaration, by-laws or rules and regulations, the Act shall prevail.
- 2) In the case of a conflict between the provisions in the declaration and any provision in the by-laws or rules and regulations, the declaration shall prevail.
- 3) In the event no conflict arises between the provisions contained in this by-law and the provisions of the Act or declaration, the provisions of this by-law shall prevail. If any provision in this by-law is inconsistent with any prior by-law of this Corporation, this by-law shall prevail and shall supersede any such provision.

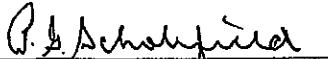
**29.00 ENACTMENT****29.01 Enactment**

The foregoing by-law is hereby passed by the board of the Corporation (subject to approval by the owners) at a meeting of directors duly called and held on the 22<sup>nd</sup> day of August, 2002.

  
President - Peter Scholefield

 C/S  
Secretary - Kam Chari

The foregoing by-law was duly enacted by the owners of a majority of the Corporation's units voting in favour of confirming it at a meeting of owners duly called and held on the 26<sup>th</sup> day of September, 2002.

  
President - Peter Scholefield

 C/S  
Secretary - Kam Chari

**Schedule "A"**  
**DIRECTORS' CODE OF ETHICS**

I have consented to act as a Director of the Corporation and I agree to comply with the following Directors' Code of Ethics throughout my term as a Director:

**Honesty and Good Faith** - I will act honestly and in good faith. I will do nothing to violate the trust of the unit owners I serve.

**Care, Diligence and Skill** - I will exercise the degree of care, diligence and skill of a reasonably prudent person in comparable circumstances. I will make a concerted effort to attend all Board and owners' meetings. I will act responsibly and with due diligence to become familiar with the affairs of the Corporation and to uphold its Declaration, Description Plans, By-laws, Rules, resolutions, policies, agreements and requirements of the *Condominium Act* and other legislation.

**Conflict of Interest** - I am not currently aware of any actual or potential conflict of interest with respect to any contract, transaction, building deficiency claim, warranty claim, legal action, proceedings or any matter detrimental to the Corporation. If I become aware of any conflict, I will immediately disclose it to the board. I will not promote my own interests or those of any owner, resident, family member, friend or contractor to the detriment of the Corporation. I will not seek any special benefits or privileges as a Director or Officer or accept any compensation either personally or on behalf of any other person except as permitted by a by-law. I will act only in the best interests of the Condominium Corporation as a whole, and I will not favour the interests of any individual or group of owners or residents.

**Confidentiality** - I will not disclose to any person (including my spouse) information decided by the Board to be confidential or privileged or which reasonably ought to be deemed confidential. When in doubt, I will request determination by a resolution of the Board.

**Good Conduct** - At all times, I will conduct myself in a professional and businesslike manner at meetings of directors or owners. I will approach all Board issues with an open mind, preparing to make the best decisions on behalf of the Corporation. I will avoid shouting, interrupting, monopolizing discussions, rude comments, disruptions or dirty tricks. I will avoid ego trips. I will hold my temper. If my voice rises in pitch or volume, I will get it under control. I will act ethically with integrity and in accordance with legal criteria. I will comply with rules of good conduct and will deal with others in a respectful manner. I will comply with principles of good governance and procedural rules of order.

**Support** - I will abide by decisions of the majority of the Directors even though I may disagree and will not depreciate directors with whom I disagree, but I reserve the right to express my own views to owners upon non-confidential issues.

**Defamation** - I will refrain from expressing any detrimental supposition, erroneous or defamatory statement about the Corporation or any owner, resident, director, officer, manager, staff or contractor of the Corporation. I shall only publicly state detrimental information in a manner which is accurate, unbiased and non-malicious.

**Dirty Tricks** - I will not use any "dirty tricks" in the course of an election, but will act honestly, honourably, fairly and in a straight-forward manner. I shall not seek election as a Director by trashing the reputation of any other person.

**Abuse of Proxies** - When collecting proxies, I will not make any false, misleading, fraudulent or defamatory statement. I will fairly inform the proxy grantor how I intend to exercise any vote with respect to the proxy.

**Minimize Conflict** - I will attempt to prevent or minimize conflict and disruption and will promote good relations amongst persons involved in our Condominium community. I will promote a first class image for our Corporation, its units, owners and residents.

**Performance of Duties** - I will commit the necessary efforts, will exercise the appropriate leadership and will assume such duties as may reasonably be required to fulfill my role as a Director or Officer. I will participate in conducting the Board's business in the form of resolutions, policies, rules or by-laws as the circumstances require. I will comply with principles of good governance and procedural rules of order. I will become well-informed on issues and agenda items in advance of meetings. I will assist the Board to supervise, monitor and direct the on-going daily management of the Corporation by the property manager. I will duly consider the information and advice provided by the property manager and others and will seek opinions, when appropriate, from experienced professionals when necessary to reach a proper decision. I will follow the precept: "Directors direct; managers manage."

**Monitor Financial Health** - I will pay particular attention to monitor the financial health, physical state of maintenance and repair, management, administration, appearance and welfare of the Corporation. I will support required funding of the reserve fund and an appropriate funding plan to fulfill the criteria of the Corporation's current Reserve Fund Study or Update. I will assist in preparing or reviewing the Corporation's annual Budget in a manner which appropriately reflects the actual financial needs of the Corporation, regardless of owners' complaints when it becomes necessary to increase common expenses. I will ensure common expenses are collected on time or liened within the statutory period. I will monitor the investments, bank accounts, interim and year end financial statements. I will carefully review contract proposals, quotes and tenders in order to assist in negotiating preferred contractual terms for services rendered to the Corporation at a beneficial cost. I will monitor any of such duties which have been delegated.

**Scope of Authority** - If I am elected or appointed as the President, Secretary, Treasurer or other officer of the Board, I will refrain from autocratic governance, but will act properly within the scope of my authority and in response to the will of the Board. I will never exercise authority as a Board member except when acting in a meeting of the Board or as I am delegated to do by the Board.

**Education** - Recognizing that governance of a condominium corporation involves complex and changing requirements, I will continue to educate myself by reading relevant magazines (such as *CM Magazine*, *Condominium Business Magazine* or *CCI's News & Views*). I will support attendance by one or more board members at any condominium seminars presented by the Canadian Condominium Institute (CCI), including CCI's Basic Directors' Course and CCI Advanced Directors' Course at the cost of the Corporation.

**Binding Effect** - I recognize that no Director is obligated to sign this Directors' Code of Ethics and Agreement, but I wish to assure owners and my fellow Directors of my ethical commitment to perform my duties in the Corporation's best interests. Any amendment or termination of my agreement to this Directors' Code of Ethics shall be set out in writing attached hereto as Schedule "A" and shall be presented to the Board of Directors. This document shall constitute a non-confidential record of the Corporation.

**Agreement** - I hereby agree to comply with the provisions set out in this Directors' Code of Ethics.

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_  
WITNESS:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name of Director      Unit #

**Schedule "B"**  
**OWNERS' CODE OF ETHICS**

Owners are encouraged to participate democratically and ethically in the affairs of the Corporation, according to the following criteria:

- a) Owners are encouraged to participate in owners' meetings where important decisions and recommendations are often made that may substantially affect your condominium environment, the value of your unit and the quality of lifestyle at your condominium.
- b) Since the board of directors are solely responsible to make the vast majority of decisions for the Corporation, you should carefully select the candidates you wish to be elected as directors.
- c) It is strongly recommended that owners attend meetings of owners instead of blindly signing proxy forms. Only appoint as your proxy a person you know, respect and trust.
- d) If you can not attend the meeting, consider altering the proxy form to indicate that it is for quorum purposes only. If an extraordinary vote of owners (i.e. more than a majority vote) is required to vote with respect to a by-law or other major proposal, you may wish to restrict your proxy instrument to be used only for the purpose of voting in favour of or opposed to such a specified topic.
- e) Do not be swayed by undocumented allegations made during proxy solicitations or in newsletters, unless you are satisfied the information is accurate. Act judiciously and hear all sides of the story before voting in a confrontational situation.
- f) Directorial candidates must comply with their statutory standard of care, diligence and skill and their duty of honesty and good faith. Directors must undertake necessary maintenance and repairs of the common elements and assets and must ensure the proper funding of the Corporation's reserve fund, in addition to numerous other duties contained in the Act, declaration, by-laws and rules of the Corporation. Common expense increases are inevitable and necessary as buildings age. Owners should support directors who establish a responsible forward-looking funding plan which, when necessary, calls for moderated common expense increases with a view to avoiding special assessments.
- g) Recognize the contributions of volunteer directors who have the skills, qualifications, experience and commitment to protect the best interests of the owners, to enhance the value of the units, to supervise the management of the Corporation's affairs in a financially responsible manner and to promote a harmonious atmosphere in the condominium community.
- h) In a democracy, legitimate criticisms can be expressed where a critic has undertaken the due diligence to ascertain the accuracy of negative statements. Before accepting the validity of accusations, unfounded conjecture, innuendo or other techniques of fear-mongering, owners should question the accuracy of such information and the use of those techniques, especially when attacks on directors are made on a self-serving basis by persons attempting to get themselves elected. Candidates who promise cost savings or other improvements should be asked to provide detailed explanations as to how they can be achieved.
- i) At law, any person who originates, repeats or publishes a libelous or slanderous statement or a rumour which is erroneous and defames the reputation of a person is personally liable for damages, subject to the burden of proof to uphold one of the defenses of (a) justification (i.e. proving the truth of the allegation); (b) qualified privilege by a person who has a special duty to make such a statement *bona fide* and in good faith where the defamer can prove no malice is present; or (c) fair comment, applicable to a defamer who renders a *bona fide* opinion based upon true facts after conducting due diligence, where a defamer can prove no malice is present.

## Schedule "C"

### MEETING RULES OF CONDUCT

The following Meeting Rules of Conduct should be followed by all participants at our Condominium Corporation's meetings of owners:

- 1) **Welcome!** Owners are encouraged to attend and speak at owners' meetings.
- 2) **Recognition** Raise your hand or line up at the microphone (if provided) and wait to be recognized by the Chair. Please speak in turn and do not interrupt other speakers.
- 3) **Name & Unit** Begin by clearly stating your name and unit number once the Chair has recognized you. Please speak loud and clear so all in the room can hear you.
- 4) **Relevancy** Comments should be relevant and restricted to current Agenda items. If a topic of interest to you is not listed on the Agenda, please raise it for discussion during the "Other Business" portion of the Agenda.
- 5) **Be Concise** Please be brief and to the point. Pose only one suggestion/question at a time, for a maximum of two minutes. All owners deserve the opportunity to be heard. Once all those who wish to speak up during any one of the separate question periods have had their chance, one additional question may be permitted.
- 6) **Conduct** Please govern your conduct in accordance with normal standards of good behaviour, decorum and integrity. Please avoid defamatory statements, interruptions, shouting and disruptions. In order to persuade others to your views, avoid antagonistic confrontations and diatribes.
- 7) **Unit Issues** Unit-specific issues should be discussed on a separate occasion with the property manager, or by a letter to the board of directors, rather than wasting everyone's time with individual complaints. Focus on suggestions for the board's consideration which benefit the Corporation as a whole.
- 8) **Procedure** The Chair shall impartially maintain the fair and proper conduct of the meeting and will decide all issues pertaining to registration, quorum, notice, proxies, ballots, votes, meeting procedure, order, and timing, subject to the *Condominium Act*, the Corporation's By-laws and Rules of Order.
- 9) **Respect** Please respect your fellow unit owners and the Chair.
- 10) **Removal** The Chair may require any disruptive owner who has been called out of order twice to leave the meeting.

Schedule "D"  
**RECORD ACKNOWLEDGMENT**  
 York Condominium Corporation # 531 (the "Corporation")

The undersigned person hereby requests copies of the Corporation's records referred to on the schedule attached hereto and agrees to comply with the requirements set out herein.

The record provider shall, within a reasonable time, provide copies of the requested records upon receipt of this signed Record Acknowledgment and payment of the fee to compensate the record provider for its labour and copying charges, including, without restriction, labour rates for processing a request to inspect or copy records, obtaining, providing and supervising the review, selection and copying of selected records at an hourly rate of \$25 per hour 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-and-tear component for equipment at a page rate of an additional \$0.05/copy. The provider shall calculate all amounts based upon the number of copies and time spent at such rates, and shall invoice the undersigned for payment at the time of pick-up of the copies.

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 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 *Condominium 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 in a minimum liquidated amount of \$500.00 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, manager, owners and professional advisors of the person who have a need to know such information.

The undersigned is an owner \_\_\_ purchaser \_\_\_ mortgagee \_\_\_ of Unit \_\_\_, or an agent of one of them \_\_\_ duly authorized in writing to examine the records of the Corporation.

Dated at Toronto this \_\_\_ day of \_\_\_\_\_ 200\_\_.

**The Undersigned:**

	Address
Print Name	Phone #



**York Condominium Corporation No. 531**

**STANDARD UNIT BY-LAW No. 8**

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  4. **Repair After Damage**
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  7. **Unit Owner's Insurance**
  8. **Unit Owner's Insurance Deductible Responsibility**
  9. **Reasonable and Consistent**
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- Schedule "A" – BASIC UNIT**  
**Schedule "B" – REPAIR OBLIGATIONS**  
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## YCC-531 By-law No. 8 STANDARD UNIT BY-LAW

WHEREAS York Condominium Corporation No. 531 wishes to establish the criteria applicable to a Standard Unit of the Corporation for the purpose of determining the Corporation's obligations to repair after damage and to insure Included Components within units of the Corporation by the Declarant (the developer who was the owner of the original units and appurtenant common elements prior to the sale thereof to purchasers), in accordance with requirements of s. 51(1)(h), 89 and 99 of the *Condominium Act, 1998* (the "Act");

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

### Classes of Standard Unit

1. The Corporation shall have only one class of Standard Unit to be known as the Standard Unit.

### Repair and Insurance Standard Unit

2. The Corporation shall repair and replace after damage or failure and shall insure the Included Components of each Standard Unit of the Corporation.

### Standard Unit

3. A Standard Unit for the purpose of determining the Corporation's responsibility to insure and repair after damage shall consist of those Included Components identified in sub-Article (b) below as may be contained within a Basic Unit defined in sub-Article (a) below:

- (a) **Basic Unit**—The residential unit situated within the horizontal and vertical boundaries including any specified inclusions or exclusions referred to in Schedule "C" attached to the Corporation's declaration and description, a written delineation of which is attached hereto as Schedule "A".
- (b) **Included Components**—Included Components shall consist of the following components originally installed by the Declarant before registration of the declaration and description (or replaced thereafter to the extent they meet the as-built building standard when originally constructed) which are located, or deemed to be located, within the unit boundary of a Basic Unit:
  - i) All unit-side ceiling and wall construction components and drywall;
  - ii) Painted walls and ceilings throughout in the declarant's standard quality and colours, except in those areas with ceramic tile;
  - iii) All painted baseboards and moldings in the declarant's standard 2 1/2" height and quality;
  - iv) All electrical switches, outlets, connection boxes, wiring and electrical items ancillary thereto in the declarant's standard quality;
  - v) Ceiling light fixtures in the declarant's standard quality and finish, in entry, hallways, kitchen, dining area, sun room, bathrooms, laundry and in-suite storage room;
  - vi) All windows, doors, closets and their doors, frames and appurtenant hardware (including the unit-side surface of any glass and the painted unit-side surface of any door); except all or such portions thereof as may constitute common elements;
  - vii) Broadloom in the declarant's standard quality and colours throughout the living/dining area and storage room;
  - viii) Ceramic tile floors in the declarant's standard quality and colours throughout the entry, kitchen, sunroom and bathrooms;
  - ix) Asbestos tile floors in the declarant's standard quality and colours throughout the laundry and storage room;
  - x) All in-unit plumbing, pipes, drains, taps, shower heads and fixtures in the declarant's standard quality;
  - xi) Countertops in the declarant's standard quality and colours (being laminate in kitchen and travertine in bathrooms);
  - xii) Cabinets in the declarant's standard quality and colours in kitchen and bathrooms.
  - xiii) Sinks, toilets, bathtubs, faucets and bathroom light fixtures in the declarant's standard quality and colours.
  - xiv) Ceramic tile bathtub and shower enclosures in the declarant's standard quality and colours, except in the two-bedroom suites where the standard ensuite bathtub enclosure is mirrored and the tub surround is travertine.
  - xv) Metal bathroom medicine chests and mirrors behind basins;
  - xvi) All in-unit heating and air conditioning equipment, fans, radiators, thermostats, exhaust fans and alarm speakers;
  - xvii) Penthouse unit fireplace, damper and chimney;

Included Components are more fully described in Schedule "C" attached hereto. Items not listed in Article 3 (b) above, or which are specifically excluded in Article 3 (c) hereof shall not form part of the Standard Unit.

- (c) Exclusions—Notwithstanding the foregoing definition of the Included Components referred to in Article 3 (b) hereof, a Standard Unit shall exclude each of the following components:
- i) any portion of the common elements or of another unit;
  - ii) any upgrades and extras ordered from the developer by the original purchaser;
  - iii) any improvement to or betterment made by an owner or resident to the unit;
  - iv) any improvement, betterment or substitution for an original Included Component different in nature, greater in scope or extent, or of a quality exceeding the as-built building standard Included Component as originally installed;
  - v) maintenance, cleaning, repairs or replacement arising from wear and tear rather than from a specific event of damage;
  - vi) any maintenance or repair after damage for which the unit owner is deemed to be responsible in accordance with any maintenance or repair obligation stated in the Corporation's declaration, a copy of which is attached hereto as Schedule "B" (owners continue to be responsible to maintain and repair their units after damage pursuant to Section 27 (a) of the declaration, subject to the Corporation's insurance obligations with respect to damage to the unit pursuant to Section 29 of the declaration);
  - vii) the amount that is the lesser of the cost of repairing the damage and the deductible limit of the Corporation's insurance policy with respect to damage for which the owner is responsible in accordance with s. 105 of the Act, together with such extended circumstances as are referred to in Article 8 hereof;
  - viii) wall, floor, ceiling, door, cabinet or other surface finishes, other than the as-built building standard finishes when originally constructed;
  - ix) fixtures, appliances, facilities, or equipment (other than as specifically referred to in item 3 (b), furniture, ornaments, window coverings, household and personal effects and contents;
  - x) damage caused to an Included Component by a willful or criminal act of the owner of the Basic Unit or a tenant, resident, employee, agent, contractor, visitor or guest thereof;
  - xi) an item, event, circumstance or exclusion in the Corporation's insurance policy, to the extent it precludes the Corporation from receiving insurance proceeds to pay the cost of a repair after damage.

#### Repair After Damage

4. A repair after damage shall constitute damage or failure caused by a specific event which constitutes any of the "major perils" or other extended perils that the declaration, by-laws or insurance policy of the corporation specify, as referred to in s. 99 (1) of the Act, so long as any such perils are not listed in this By-law as an Exclusion. "Major perils" shall include fire, lightning, smoke, windstorm, hail, explosion, water escape, strikes, riots or civil commotion, impact by aircraft or vehicles, vandalism or malicious acts, etc., only in the event and to the extent the peril is insured by the Corporation's insurance policy, and only to the extent that insurance proceeds are paid to the Corporation. The Corporation shall have a duty to repair or replace after damage or failure any applicable Included Component (together with such portions of the common elements and its assets as the Corporation is obligated by its declaration to repair after damage) and the cost thereof shall constitute a common expense; however, the Corporation shall not be obligated to repair after damage, maintain or replace any Included Component in the event any listed Exclusion is applicable. Included Components shall be deemed to constitute "improvements made to a unit before registration of the declaration and description" as referred to in s. 89 (5) of the Act.

#### Quality and Specifications

5. The Corporation or its insurer shall be entitled to approve or select the contractor as well as the method, timing and scope of repairs in accordance with the criteria set out in this By-law and the Corporation's policy of insurance. All repairs after damage of such Included Components shall be completed in a good and worker-like manner, using first class quality, new, unused materials equal to the as-built building standard when originally installed by the Declarant in the unit, finished in a manner which matches abutting finishes. All materials shall meet the Included Components Specifications set out in Schedule "C" attached hereto. All materials shall comply with and be installed in accordance with all applicable government or industry standards. The board of directors reserves its right in its sole discretion at any time to designate substituted materials for an Included Component that are as reasonably close in quality to the original as is appropriate in accordance with current construction standards.

#### Insurance Obligation

6. It shall be a duty and a common expense of the Corporation to obtain and maintain insurance on its own behalf and on behalf of the owners for damage to or failure of the Basic Units, the Included Components (but not to the extent any Exclusion is applicable), the common elements and assets of the Corporation that is caused by a major peril or any of the other perils that the declaration and by-laws of the Corporation specify. Any such insurance shall be on a replacement cost basis and subject to such reasonable deductible as the board of directors may determine. The Included Components referred to in Article 3 (b) hereof do not constitute "improvements made to a unit" (i.e. improvements made to a unit either by a person other than the Declarant or after registration of the declaration and description, commonly known as "owner's improvements") with respect to which insurance is precluded by s. 99 (4) of the Act. Instead, the Included Components shall form part of the Standard Unit and the Corporation shall be responsible to insure the Included Components as permitted by s. 56 (1) (h) of the Act.

#### Unit Owner's Insurance

7. Unit owners are strongly urged to obtain and maintain their own comprehensive condominium unit owner's insurance policy, providing insurance coverage with respect to any of the applicable Exclusions referred to herein. Owners should obtain insurance with respect to any additions, alterations, improvements or betterments made by the owner to his/her unit and to any of the Included Components or the common elements, including exclusive use common elements. The owner should obtain contents insurance with respect to furnishings, fixtures, equipment, decorating, art work, clothing, jewellery, furs and other chattels of the owner contained within his/her unit, as well as insurance coverage for the owner's personal property and chattels stored elsewhere on the property, such as in a locker or automobile. Owners should obtain insurance coverage for loss of use and occupancy of his/her unit in the event of damage and the cost of additional living expenses incurred by an owner if forced to leave his/her dwelling unit as a result of a peril covered by the owner's policy. Owners may obtain insurance covering the cost of special assessments levied against an owner's unit by the Corporation. Contingent insurance provides coverage in the event the Corporation's insurance is inadequate. Other insurance coverages may be obtained as part of a comprehensive condominium owner's insurance package. In addition, owners should obtain public liability insurance, covering any liability of the owner or any resident, tenant, invitee or licensee of such owner's unit, to the extent not covered by the public liability and property damage insurance obtained and maintained by the Corporation. It is recommended that owners obtain insurance coverage pertaining to any deductible amount for which the owner may become responsible, as referred to in Article 17.01 of the Corporation's General By-law No. 7. It is recommended that owners require their tenants to purchase their own contents and liability insurance protection when signing a lease of the unit, since damages caused by the tenant's negligence could cause the Corporation's insurer and other unit owners or visitors to sue for damages. Such insurance policies should contain waivers of subrogation against the Corporation, its manager, directors, officers, employees, other owners, tenants, residents, invitees or licensees.

#### Unit Owner's Insurance Deductible Responsibility

8. The owner's insurance deductible responsibility shall be determined in accordance with Article 17.01 of the Corporation's General By-law No. 7.

#### Reasonable and Consistent

9. This By-law shall be reasonable and consistent with the provisions set out in the Act and the Corporation's declaration. In the event that any provision set out herein conflicts with any specific provision set out in any other by-law or rule of the Corporation, the provision set out herein shall supersede and replace any conflicting provision to the extent necessary to carry out the objectives of this By-law. In the event any provision set out herein is held to be unenforceable, only the specific unenforceable aspect of a provision shall be severed from the provision and such remaining portion of the provision as may be enforceable shall continue in full force and effect. This By-law shall take effect once it has been duly executed and registered at the Land Registry Office.

#### Dispute Resolution

10. (a) In the event any dispute arises with respect to any aspect pertaining to any of the provisions set out herein, including, without restriction, the interpretation or legal effect of any such provision, the nature, scope, location or extent of any as-built building standard Included Component or any Exclusion, the applicable method of construction or quality of materials or workmanship, the Corporation and any unit owner, insurer or contractor shall determine the appropriate Included Component within the context of any applicable photograph of such a sample Included Component as may be in the possession of the Corporation, or a physical inspection of any such Included Component may be undertaken by the parties, in any one unit selected by the board of directors as a model unit containing sample Included Components, for the purpose of establishing the Included Components and Exclusions referred to herein. After receiving the input of all parties concerned, the written decision of the board of directors on any of the foregoing issues shall be final and binding, unless any party disputing that decision provides a written mediation notice to the board and any other participating party within 60 days after the board has provided written notice of its decision to each party at its address on the Corporation's record or at any other last known address, in which event the parties shall mediate and if necessary, arbitrate, the issue in dispute in accordance with Section 132 of the Act, subject to any mediation or arbitration provisions as set out in the Corporation's General By-law No. 7.
- (b) The Corporation shall, in accordance with the declaration, have the exclusive right on its behalf and as agent for the owners, to adjust any loss and settle any claims with respect to all insurance obtained by the Corporation, and to give such releases as are required, and any claimant, including the owner of a damaged unit, shall be bound by such adjustment.

#### Execution and Further Assurances

11. The President and Secretary or any two Directors of the Corporation are hereby authorized and directed to execute under the seal of the Corporation this By-law, a Document General and Certificate and such further or other documents or assurances as may be requisite and appropriate, generally in accordance with the terms and conditions set out herein and upon such further and other terms and conditions as the Board considers appropriate in the circumstances.

Enactment

12. The foregoing By-law No. 8 is hereby passed by the board of directors of York Condominium Corporation No. 531 (subject to approval by owners) at a meeting of directors duly called and held on the 25<sup>th</sup> day of July, 2003, pursuant to s. 56 of the *Condominium Act*, 1998.

DATED this 25<sup>th</sup> day of July, 2003.

P. A. Scholefield  
(SIGNATURE) Peter Scholefield, President

Kam Chari  
(SIGNATURE) Kam Chari, Secretary-Treasurer

P. A. SCHOLEFIELD  
(PRINT) Peter Scholefield, President

KAM CHARI  
(PRINT) Kam Chari, Secretary-Treasurer

The foregoing By-law No. 8 is hereby enacted by the owners of a majority of the Corporation's units voting in favour of confirming said By-law at a meeting of the owners duly called and held on the 24<sup>th</sup> day of September 2003, pursuant to s. 56 of the *Condominium Act*, 1998.

DATED this 24<sup>th</sup> day of September, 2003.

P. A. Scholefield  
(SIGNATURE) Peter Scholefield, President

Kam Chari  
(SIGNATURE) Kam Chari, Secretary-Treasurer

P. A. SCHOLEFIELD  
(PRINT) Peter Scholefield, President

KAM CHARI  
(PRINT) Kam Chari, Secretary-Treasurer



## SCHEDULE "A" - BASIC UNIT

The Basic Unit of the Corporation's STANDARD UNIT BY-LAW is defined in accordance with the following extract from Schedule "C" attached to the Corporation's declaration:

Extract from Schedule "C" of the Declaration of YCC-531

Monuments controlling the extent of Dwelling Units described in the Description are the physical surfaces more fully described as follows:

DWELLING UNITS being: Units 1 to 3, Level 1;  
Units 1 to 6, Levels 2 - 25  
Units 1 to 6, Level 26 (penthouse)

- a) Each dwelling unit is bounded vertically by:
  - i) The upper surface of the concrete floor slab beneath the unit.
  - ii) The lower surface of the concrete ceiling except in Units 1 to 5 inclusive Level 26 (penthouse), where the boundary shall be the back-side surface of the ceiling drywall. In the vicinity of the skylights located within Units 1 to 5 Level 26 (penthouse), the upper limit shall be the lower or unit surface of the plastic skylights.
  - iii) In Unit 6 Level 26 (penthouse) the boundary shall be the backside surface of the ceiling drywall. In the vicinity of the atriums located within Unit 6 Level 26 (penthouse), the upper limit shall be the lower or unit surface of the plastic skylights. All that portion between the backside surface of the ceiling drywall of the first floor and the upper surface of the concrete floor slab of the first floor and the upper surface of the concrete floor slab of the second floor is common element.
- b) Each dwelling is bounded horizontally by the interior surface of the unfinished concrete, masonry or block walls and columns except between a portion of the wall dividing Units 5 and 6 Level 21, where the boundary shall be the centre line of the unfinished concrete, masonry or block wall. In the vicinity of pipe spaces the unit is bounded horizontally by the backside of the drywall surrounding such spaces. In the vicinity of metal studs the unit boundary shall be the backside face of drywall.
- c) In the vicinity of windows and exterior doors, the unit boundaries shall be the unfinished interior surfaces of doors, window and door frames and the interior surfaces of all glass panels located therein.
- d) In the vicinity of the chimney portion of Unit 6 Level 26 (penthouse) the unit is bounded by the exterior face of the masonry enclosing the flue.
- e) Provided that any pipes, wires and cables used for water drainage and power which are within any walls or floors together with any heating, air conditioning supply and return lines, air conditioning equipment, ducts, and/or flues, shafts, etc., or control of same, together with any concrete columns or concrete walls which may be within any dwelling unit shall be excluded from such unit.

## SCHEDULE "B" - REPAIR OBLIGATIONS

The maintenance and repair obligations of the Corporation and of the owner of a unit are stated in the following extract of Section 27 and Section 28 found in the Declaration of York Condominium Corporation No. 531:

### Extract from the Declaration of YCC-531

#### PART 7 - MAINTENANCE AND REPAIRS AFTER DAMAGE

##### Section 27 - Maintenance and Repairs to Unit

- a) Each owner shall maintain his unit, and, subject to the provisions of the Declaration, each owner shall repair his unit after damage all at his own expense. The owners of units 1 - 6 on Level 26 having fireplaces constructed as part of their units, shall be responsible, at their own expense, for the cleaning and sweeping, where necessary\* of the chimney appurtenant to such fireplace and unit. The owner of Unit 6, on Level 26 shall be solely responsible for maintaining and repairing the patio area (including all landscaping fixtures and wood decking enclosed therein), which patio area is designated in the description as an exclusive use common area of that unit. Such owner shall also be responsible for maintaining and repairing the wrought iron and cedar privacy fence bordering such patio area. However, such owner shall not be responsible for repairing any part of the roof which lies beneath the wood decking located within said patio area, nor for repairing any part of the roof that lies beyond the enclosed patio area.
- b) Each owner shall be responsible for all damages to any and all other units and to the common elements which are caused by the failure of such owner to so maintain and repair his unit, save and except for any such damages for which the cost of repairing same may be recovered under any policy of insurance held by the Corporation.
- c) The Corporation shall make any repairs that an owner is obligated to make and that he does not make within a reasonable time, after written notice is given to such owner by the Corporation. In such event, an owner shall be deemed to have consented to having repairs done to his unit by the Corporation. The owner shall reimburse the Corporation in full for the cost of such repairs, including any legal or collection costs incurred by the Corporation in order to collect the costs of such repairs, and all such costs shall bear interest at the rate of twelve (12) per cent per annum until paid by the owner. The Corporation may collect such costs in such instalments as the board may decide upon, which instalments shall be added to the monthly contributions towards the common expenses of such owner, after receipt of written notice from the Corporation thereof, and shall be treated in all respects as common expenses, and recoverable as such.
- d) In addition to the requirements of Section 42 of the Act, which are imposed upon the Corporation when the building has been damaged, the Corporation shall deliver, by registered mail to all mortgagees who have notified the Corporation of their interest in any unit, notice that substantial damage has occurred to the property, along with notice of the meeting to be held to determine whether or not to repair such damage.

##### Section 28 - Maintenance and Repairs to Common Elements

- a) The Corporation shall maintain and repair after damage the common elements. This duty to maintain and repair shall extend to all doors which provide access to the units, all windows (except maintenance to the interior surfaces thereof, and exterior surfaces accessible by balconies\*\*, the responsibility for which shall be left to the affected unit owner), and all exclusive use portions of the common elements, except that in respect of balconies set aside for the exclusive use of the designated owner, the responsibility for their maintenance only shall rest upon the owner enjoying exclusive use of same.
- b) Every owner from time to time shall forthwith reimburse the Corporation for repairs of windows and doors serving his unit, caused by his negligence or the negligence of residents, invitees, or licensees of his unit.

### End of Extract from the Declaration of YCC-531

\* The Board has ruled that the sweeping and cleaning of the chimney shall be done at least annually.

\*\* The Board has ruled that the owner shall be responsible for cleaning three of the four surfaces of all windows, excluding those windows accessible by balconies where the owner shall be responsible for cleaning all four surfaces.

## SCHEDULE "C" - INCLUDED COMPONENTS - DESCRIPTIONS & SPECIFICATIONS

The following Included Components applicable to a YCC-531 Standard Unit referred to in Article 3 (b) of the Corporation's STANDARD UNIT BY-LAW shall meet the following specifications.  
(See also photographs on CD-ROM)

CATEGORY	DESCRIPTION	PHOTOS	MANUFACTURER	SPECIFICATION
Walls & Ceilings	Drywall			½" x 48" x 96"
Doors & Windows	Interior Doors	Yes		12"-30" x 79" x 1 3/8" paint grade, hollow core,
	Sliding Closet Doors	Yes		Masonite, aluminum frame (unmirrored)
	Interior Door Frames			Knockdown Steel
	Skylights			Penthouse units only
	Windows	Yes		Aluminum frame, double slides, fixed light, no thermal break, sliding aluminum door.
Finishes & Carpentry	Baseboards			2 ½" white wood, paint grade
	Cabinet Doors (Kitchen, Bathrooms)			Melamine PVC - white or wood design
	Cabinet (Medicine Chest)			Inset steel cabinet w/mirrored door
	Mirrors			Behind bathroom basins & en-suite tub-surround
	Countertops (Kitchen)			Post form plastic laminate
	Countertops (Bathroom Vanity)	Yes		Travertine
	Bathtub Enclosure (Ensuite)	Yes		Travertine (except in '05 suites)
	Other bathtub & Shower stall enclosure	Yes		4" x 4" Ceramic Tile
Flooring	Closets			Drywall on steel studs, Formed metal supported Masonite shelving
	Tile (Entry, Kitchen)	Yes		4" x 8" Ceramic Tile
	Tile (Bathrooms)	Yes		1" x 1" Ceramic Mosaic Tile
	Tile (Utilities & Storage Rooms)			12" x 12" Asbestos Tile
	Carpet (Bedrooms, Living/Dining, Den)		DuPont	100 oz. pile backed, with under pad
Plumbing & Fixtures	Kitchen Sink		Elkay	Stainless Steel, self-rimming, double
	Kitchen Faucet & Spray		Elkay	Single Lever & Spray
	Bathroom Sinks		American Standard	Under counter, 16 ½" oval (almond)
	Bathroom Sink Faucets		Delta	Wide spread chrome w/acrylic handles
	Bathtub Faucet (en-suite)		Symmons	Deck-mount tub filler, single handle
	Bathtub/Shower System (master bath)	Yes	Symmons	3-pc. tub & shower set, single handle chrome
	Shower (en-suite)	Yes	Symmons	2-pc. shower set, single handle chrome
	Bathtubs	Yes	American Standard	5 ft. (almond)
	Toilets	Yes	American Standard	2-pc. gravity-fed flushing, oval (almond)
	Bidet		American Standard	'05 suites & penthouse only (almond)
Lighting	Bathroom Vanity Lighting	Yes		Fluorescent fixtures in wood valance
	Bathroom Ceiling Lighting	Yes		Recessed Incandescent fixtures
	Kitchen Ceiling Lighting	Yes		Recessed fluorescent fixtures
	Entry, Hall, Utilities & Storage Rooms	Yes		Incandescent fixtures
HVAC	Baseboard heater thermostats (Bedrooms, Living, Den)	Yes	Honeywell	
	Electric Baseboard Heaters (Bedrooms, Living, Den)		220 Volt	
	Forced air fan coil unit controls (Hall & Living/Dining)	Yes	Tempspec	



York Condominium Corporation No. 531

## BY-LAW No. 9

### Wave IV Lockers, Level P-2

BE IT ENACTED as By-law No. 9 of the Corporation as follows:

1. The Corporation is hereby authorized and directed to lease to owners of units of the Corporation, subject to the terms, Basic Lease Fee, Lease Maintenance Fee, pre-selection of eligible lessees, rights of assignment and subletting and other provisions as may be set out in the Corporation's standard form of Storage Locker Lease – P-2 Level (a copy of which is set out on Schedule "B" attached hereto) as may be determined and revised by the Board from time to time.
2. The President and Secretary are hereby authorized to execute individual Storage Locker Leases and such other documents and further assurances as may be requisite, subject to such provisions and requirements as the Board may determine appropriate from time to time.

The foregoing By-law No. 9 is hereby passed by the directors of the Corporation this 30<sup>th</sup> day of August, 2003, in accordance with the requirements of the *Condominium Act, 1998* and subject to confirmation by the owners.

DATED this 30<sup>th</sup> day of August, 2003

  
(SIGNATURE) Peter Scholefield, President

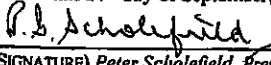
P.G. SCHOLEFIELD  
(PRINT) Peter Scholefield, President

  
(SIGNATURE) Kam Chari, Secretary-Treasurer

KAM CHARI  
(PRINT) Kam Chari, Secretary-Treasurer

The foregoing By-law No. 9 is hereby confirmed by a majority of all owners of units of the Corporation at a meeting of owners duly called and held in accordance with the requirements of the *Condominium Act, 1998*, this 24<sup>th</sup> day September, 2003.

DATED this 24<sup>th</sup> day of September, 2003

  
(SIGNATURE) Peter Scholefield, President

P.G. SCHOLEFIELD  
(PRINT) Peter Scholefield, President

  
(SIGNATURE) Kam Chari, Secretary-Treasurer

KAM CHARI  
(PRINT) Kam Chari, Secretary-Treasurer

YCC-531 Locker Lease By-law No. 9  
Approved by the Owners September 24, 2003

Page 1 of 8





York Condominium Corporation No. 531

**BY-LAW No. 9 – SCHEDULE B**  
**Wave IV Locker Lease Form**

THIS AGREEMENT made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_  
2003.

**BETWEEN:**

**YORK CONDOMINIUM CORPORATION NO. 531**  
*(hereinafter called the Corporation)*

**OF THE FIRST PART**

—and—

\_\_\_\_\_  
*(hereinafter called the Lessee)* Suite No. \_\_\_\_\_

**OF THE SECOND PART**

**WHEREAS:**

- (a) This Lease is made pursuant to By-law No. 9 of the Corporation, which permits the installation and leasing of six "Wave IV" storage lockers on the P-2 Level, near the P-2 Elevator bank;
- (b) The Lessee is the registered owner of Suite \_\_\_\_\_, 2010 Islington Avenue, Toronto, Ontario M9P 3S8 and has agreed with the Corporation to lease the storage locker designated as Locker No. \_\_\_\_\_ (the Locker), being one of the "Wave IV" Lockers;
- (c) The Lessee has delivered two executed copies of this Lease, a certified cheque payable to the Corporation, representing the Basic Lease Fee (subject to any additional monthly Lease Locker Maintenance Fee), and the Corporation has agreed to lease the Locker to the Lessee as hereinafter provided.

## LEASE

1. The Corporation hereby demises and leases the Locker to the Lessee for the sole use of the Lessee, subject to the conditions and in accordance with the covenants, obligations and agreements contained in this Lease.

## TERM

2. The Lease hereby granted by the Corporation to the Lessee shall extend from the date hereof for a period not to exceed 21 years less one day.

## BASIC LEASE FEE

3. The Lessee shall pay the Basic Lease Fee by certified cheque payable to the Corporation in the amount of \$\_\_\_\_\_, delivered to the Corporation together with two copies of this Lease executed by the Lessee, as a one time payment on account of the right to be selected by the Corporation as the Lessee of the Locker. The Basic Lease Fee shall not be refundable under any circumstances whatsoever, except in the event the Corporation fails to execute this Lease and deliver the Locker to the Lessee within 45 days after execution of this Lease by the Lessee, in which event the Corporation shall return the Basic Lease Fee to the Lessee, without interest. The Lessee acknowledges that by entering into this Lease and by the Corporation accepting payment of the Basic Lease Fee, the Corporation's only obligation to the Lessee shall be to permit the Lessee to use the Locker subject to compliance by the Lessee with the provisions set out in this Lease.

## MAINTENANCE FEE

4. The Corporation shall establish an annual Locker Maintenance Fee for the Locker based on a square footage calculation equivalent to the maintenance fee charged by the Corporation to Wave II and III Lockers in the Corporation's building from time to time. The Locker Maintenance Fee shall be payable on the first day of each month during the term, by post-dated cheque or pursuant to a pre-authorized payment form in twelve (12) equal monthly installments, and such Locker Maintenance Fee shall be paid to the Corporation by the Lessee as a separate payment in addition to common expenses, but in the same manner and at the same time as payment of monthly dwelling unit common expenses. The Corporation's board shall be entitled to specify such other manner of payment, subject to such provisions as adopted by the Corporation from time to time. The Lessee agrees and hereby authorizes and directs the Corporation that all Locker Maintenance Fees shall be deducted first from the monthly dwelling unit common expenses and all monies remaining shall be applied to the unpaid dwelling unit common expenses for that or any prior month.

## REDUCTION OF COMMON EXPENSES

5. Neither the Basic Lease Fee nor the Lease Maintenance Fee shall be deemed to constitute a profit to the Corporation, but shall be applied towards the costs of construction, alteration, repair, maintenance and administration of the Corporation's common elements, and repayment of the Corporation's expenses related thereto.

## RULES

6. The Lessee further covenants that the use of the Locker shall be subject to the Rules, from time to time, governing the use of the common elements. The Lessee covenants to use the Locker only for the purpose of storage of permitted materials. No explosive, flammable, hazardous or obnoxious material, or anything which may cause any nuisance, noise, odor or which may interfere with the rights of any other owners or residents will be stored or placed in the Lockers.

#### KEY

7. The Lessee shall keep the Locker locked at all times (other than during entry by the Lessee). The Lessee shall deliver to the Corporation's Property Manager one key for the Locker. Any such key shall be specifically identified with the Lessee's name, dwelling unit number and Locker number. The Corporation shall securely store the key in safe keeping under lock and key, accessible only by designated personnel of the Corporation. The Lessee shall immediately notify the Corporation of any alteration or replacement of any lock and shall immediately provide to the Property Manager a replacement key as may be applicable. Non-compliance shall automatically permit the Corporation's representatives to break any lock, enter the Locker, replace the lock and key, and provide a copy thereof to the Lessee, the costs of which shall constitute a Lease Maintenance Fee.

#### ENTRY

8. The Corporation's representatives shall be entitled to enter the Locker subject to appropriate notice and entry procedures in accordance with all of the criteria set out in the Corporation's Declaration and s. 19 of the *Condominium Act, 1998* as amended from time to time, all of which criteria are hereby deemed to be applicable to the Locker, the Corporation and the Lessee, regardless of the fact that the Locker does not constitute a unit or exclusive use common element.

#### GOOD REPAIR

9. The Lessee will keep, maintain and leave the Locker in a state of good repair. The Lessee will repair according to notice in writing, reasonable wear and tear and damage by fire, lightning and tempest only excepted. On the expiration or earlier termination of this Lease, the Lessee shall leave the Lockers empty and in a clean, tidy and broom-swept condition and in a state of good repair.

#### LOCKERS ALTERATIONS

10. The Lessee covenants not to alter, improve, add to or renovate the Locker without the prior written consent of the Corporation, acknowledging that any such alteration, improvement, addition or renovation may be considered to be an alteration, improvement, addition to or renovation of the common elements pursuant to s. 98 of the *Condominium Act, 1998* or any successor legislation, which may only be undertaken pursuant to an owner's alteration agreement registered on title to the owner's unit, in a form of agreement and in accordance with the requirements specified by the board.

#### DAMAGE OR LOSS

11. The Lessee hereby releases the Corporation from any and all claims for damage, loss or theft related to any personal belongings, goods, chattels, and any property (contents) stored in the Locker. The Lessee shall indemnify and save harmless the Corporation of and from any action, cause of action, proceeding, loss, costs or claim of any nature or kind arising from use of the Locker, storage of contents, or any other act by the Lessee or those for whom the Lessee is responsible, giving rise to any damage or loss to the property of the Corporation or any other person, or any other nuisance or harm in the Locker area, parking units, elevator or elsewhere.

#### INSURANCE

12. The Lessee shall obtain and maintain separate insurance for theft, loss, and damage to the property of the Corporation or any other person in amounts satisfactory to the Corporation. The Lessee agrees that the Corporation shall not be held liable for any such damage. Where required by the Corporation, the Lessee shall provide a certified copy of such policy to the Corporation.

#### BREACH OF LAW AND INSURANCE RISKS

13. The Lessee shall not do, or permit anything to be done in the Locker, or keep anything therein which in any way increases the risk of fire or the rate of fire insurance on the building, or on property kept therein, or obstructs or interferes with the rights of the Corporation, any other lessee or any other person, or in any way injures or annoys them, or conflicts with laws relating to fire, or with regulations of the fire department, or with any insurance policy carried by the Corporation or any owner, or conflicts with any of the rules and ordinances of the Board of Health or with the provisions of any statute or municipal By-law.

#### 7 ASSIGNMENT OR SUBLETTING

14. (a) Provided the Lessee observes and performs the Lessee's obligations set forth in this Lease, but not otherwise, and upon the following terms:
- (i) This Lease may be assigned or sublet only to a registered owner of a dwelling unit on York Condominium Plan No. 531 or on Metropolitan Toronto Condominium Plan No. 570;
  - (ii) Any such assignment or subletting shall only take effect upon the assignee or sub-lessee, as the case may be, agreeing in writing to abide by the Rules of the Corporation and the terms of this Lease, in a form satisfactory to the Corporation, and only upon such agreement in writing being provided to the Corporation;
  - (iii) Any such assignment or subletting shall not take effect until the Lessee provides the Corporation with particulars of the assignment or subletting, including all particulars of the assignee or sub-lessee, as may be required by the Corporation.
  - (iv) The Lessee shall request from the Corporation its written forms required to permit an assignment or subletting of the Locker and the Lessee shall bear all expenses relating to the assignment and subletting of same;
- (b) Upon the sale, transfer, assignment or other conveyance of the Lessee's dwelling unit, this Lease shall also be assigned by the said Lessee to the new owner of such dwelling unit simultaneously with the registration of the transfer of title to the said dwelling unit, failing which this Lease shall be automatically terminated and be of no further force or effect, and the Locker shall thereupon revert to the Corporation.
- (c) Where the Lessee is the owner of a dwelling unit, and is deprived of possession and/or ownership of the dwelling unit through any legal action, by any party owning or holding a registered mortgage, charge, execution, lien, (including a lien registered by the Corporation for common expense arrears), or other encumbrance against the said dwelling unit, then this Lease shall be deemed to be in default, and shall thereupon be automatically terminated and of no further force or effect, whereupon the Locker shall automatically revert to the Corporation.
- (d) Where there is a subletting to a tenant in actual occupation of a dwelling unit, then the term of such subletting shall terminate upon such tenant vacating such dwelling unit. In any event, a tenant's rights with respect to or occupation of a Locker shall not extend beyond the term of the tenancy of such dwelling unit and shall be automatically terminated, and the Locker shall immediately revert to the Lessee.

#### ABANDONMENT

15. Where the Locker becomes vacant and remains so for a period of 30 days, and if any Locker Maintenance Fee or dwelling unit common expense is at that time in arrears, it shall be presumed that the Lessee has abandoned the Locker, whereupon the Corporation may give written notice to the Lessee claiming abandonment of the Locker and permitting the Lessee to pay all amounts in arrears to date and to assert any of the Lessee's rights under this Lease in writing addressed to the Corporation within 15 days thereafter, failing which the Corporation may give written notice to the Lessee of termination of this Lease and the Corporation may thereupon re-enter and take immediate possession of the Locker. The Lessee shall pay continuing monthly Lease Maintenance Fee installments as referred to in Article 4 hereof until such time as the Corporation has leased the Locker to a substitute lessee.

#### DISPOSAL OF CONTENTS

16. Upon termination of the Lease or abandonment of the Locker, the Corporation shall have the right to remove, at the Lessee's expense, any contents remaining in the Lockers and to dispose of same in any manner whatsoever, as it sees fit, and the Corporation shall not be held liable or responsible for any damage or loss occasioned by such removal and disposition. Upon re-possession of the Locker, the Corporation may keep for its own use, sell, dispose as garbage or otherwise retain any contents remaining in the Locker and the Lessee hereby releases, indemnifies and saves harmless the Corporation from any and all claims for damage to, loss of or theft of any contents stored in the Locker and recognizes that the Corporation's board of directors, in its sole discretion, may authorize its representatives to dispose of any contents as set out herein, free and clear of any remedies or payment whatsoever in favour of the Lessee. Any costs of disposition of contents or repair, maintenance or cleaning of the Locker shall constitute a Locker Maintenance Fee.

#### TERMINATION

17. In any of the following events, the Corporation shall have the right, at its option, to terminate this Lease upon 30 days' written notice to the Lessee at the Lessee's address set forth in recital A(b).
- (a) If the Lessee defaults in performing and observing any of the terms, covenants or conditions of this Lease and such default continues for a period of 30 days or more after written notice of default has been given to the Lessee and the Lessee has failed to remedy such default;
  - (b) If the Lessee shall fail to pay any Locker Maintenance Fee and remain in default thereof for a period of 30 days or more;
  - (c) If there shall be filed by or against the Lessee in any court, a petition in bankruptcy or insolvency, or for reorganization, or for the appointment of a receiver or trustee of the Lessee's property, or if the Lessee makes an assignment or petition for, or enters into an arrangement for the benefit of creditors, and any such petition remains undismissed after 30 days (whereupon, in the event of the Lessee's bankruptcy or insolvency, the current month's Locker Maintenance Fees together with the next three months' Locker Maintenance Fees shall immediately become due and payable);
  - (d) If the Lessee assigns this Lease or sublets or disposes of the Lessee's right to use the Locker in whole or in part to a person, entity or corporation other than as permitted by the provisions of this Lease; or
  - (e) If there is substantial damage to or destruction of the Locker by fire or other casualty.

#### EXPROPRIATION

18. If the Locker, being the demised premises herein, is expropriated, then the Corporation shall have the right to terminate this Lease upon 60 days' notice in writing to the Lessee.

#### TERMINATION OF CONDOMINIUM

19. Where there is a termination of the government of the property described as York Condominium Plan No. 531, under the *Condominium Act, 1998*, then this Lease shall automatically terminate at that time.

#### OBLIGATIONS SURVIVE

20. All obligations of the Lessee accruing hereunder during the term of this Lease, the indemnities by the Lessee hereunder, and all of the rights and remedies of the Corporation of any nature or kind, shall survive the termination of this Lease.

#### NON-WAIVER

21. Any condoning, waiving, excusing or overlooking (Acquiescence) by the Corporation of any default, breach or non-observance, by the Lessee at any time or times in respect of any covenant, proviso or condition herein shall not operate as a waiver of the Corporation's rights hereunder in respect of any subsequent default, breach or non-observance, nor will any such acquiescence defeat or affect in any way the rights of the Corporation herein in respect of such subsequent default, breach or non-observance.

#### OVERHOLDING

22. If, without the written agreement of the Corporation, the Lessee continues to use the Locker and pay the monthly Locker Maintenance Fee, and provided that the parties comply with any legislative requirements restricting the term of the Lease, then, after the expiration of the term hereof, the Lessee shall be deemed to be a monthly tenant only, on the same terms and conditions as provided herein. The Corporation shall have the right to terminate any such monthly tenancy, use and possession of the Lockers and this Lease, upon one month's written notice to the Lessee.

#### JOINT AND SEVERAL

23. Where there are two or more Lessees herein, their obligations shall be joint and several.

#### NON-REGISTRATION

24. The Lessee covenants and agrees that neither this Lease nor any assignment, notice or other evidence thereof shall be registered on title to any unit or against the common elements of York Condominium Plan No. 531. In the event the Lessee breaches this provision, the Lessee shall immediately remove from title any such registered document and shall be responsible to reimburse the Corporation for any damages or loss incurred by the Corporation or any unit owner, which amount shall be deemed to constitute a Locker Maintenance Fee.

#### NOTICE

25. Any notice required or desired to be given by either party to the other shall be sufficiently given to the Corporation if delivered or mailed by prepaid registered post to the address of the Corporation's property manager at the on-site property management office, and to the Lessee at the Lessee's address referred to in recital "(b)" of this Lease or as otherwise currently set out on the Corporation's record of owners and mortgagees, failing which, notice to the Lessee shall be addressed to the dwelling unit of the Lessee, or at such other address either party may from time to time designate by written notice pursuant hereto. All such notices when mailed shall be deemed to have been received on the fourth business day next following the date of such mailing and the definition of a business day shall exclude Saturdays, Sundays and Statutory Holidays, provided that notice by mail shall not be deemed to be effective until the fourth day after termination or interruption of postal services. Notice may also be given to either of the parties in accordance with requirements of s. 47 of the *Condominium Act, 1998*, as may be amended from time to time.

#### ENTIRE AGREEMENT

26. The number and gender of the words herein shall be construed to suit the context. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. This Agreement embodies the entire agreement of the parties and there are no other covenants, representations, warranties, conditions, understandings or collateral agreements, oral or otherwise, existing between the parties except as herein expressly set out.

#### BENEFIT AND ENFORCEABILITY

27. The rights and obligations of the parties hereto shall, in the case of the Lessee only, enure to the benefit of and be binding upon the heirs, estate trustees, successors and permissible assigns and sub-lessees of the Lessee, as the case may be. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions throughout, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted, reduced or amended in such a manner as to comply with any requisite legal requirements.

#### LANDLORD AND TENANT ACT

28. This Lease shall be governed by the *Short Form of Leases Act* and the *Commercial Tenancies Act* and shall not be subject to the *Tenant Protection Act*. Use of the Locker shall not constitute a residential use.

IN WITNESS WHEREOF each of the Lessees have duly executed this Lease in the presence of the undersigned witnesses and the Corporation has duly executed this Lease under the hands of its duly authorized officers in that behalf.

SIGNED, SEALED AND DELIVERED )  
in the presence of:

YORK CONDOMINIUM CORPORATION No. 531

)  
) Per: \_\_\_\_\_  
) Authorized Signing Officer  
)  
) Per: \_\_\_\_\_  
) Authorized Signing Officer  
)

We have authority to bind the Corporation

)  
)  
)  
) Lessee - Signature  
)  
)  
) Print Name  
)  
)  
) Lessee - Signature  
)  
)  
) Print Name)

## **ELECTRONIC COMMUNICATIONS BY-LAW NO. 10**

### **York Condominium Corporation No. 531 (the "Corporation")**

**WHEREAS** in order to facilitate efficient and full participation in the process of finalizing board decisions in accordance with available electronic criteria, the Corporation wishes to enable board meetings by teleconference and electronic means to facilitate decisions by the board in accordance with the criteria set out in this by-law;

**AND WHEREAS** the Corporation wishes to enable **electronic communications** between the Corporation and its unit owners by any viable electronic or telephonic means (which may include any electronic, digital, magnetic, optical, telephonic, facsimile, email, internet, webinar, broadcast, television or by any other technological software, hardware, media or system or by any other means which can reliably communicate the transmission, receipt, storage and use of information);

**AND WHEREAS** the Corporation wishes to enable owners to be present, participate and vote at meetings of owners by electronic ballots pursuant to an electronic voting system and to enable traditional, hybrid and virtual meetings of owners as may be appropriate in the circumstances;

**AND WHEREAS** the electronic communication provisions set out herein shall compliment, fulfill and supersede any conflicting provisions contained in any other By-law of the Corporation and shall be up-dated and amended by any improvements in enabling technology or systems and by any applicable amendments to the *Condominium Act, 1998* (the "Act") and any other legislation, regulation, by-law or edict of a public authority having jurisdiction, once approved by a resolution of the Board in response thereto;

**NOW THEREFORE, BE IT ENACTED** as a By-law of the Corporation as follows:

### **ARTICLE 1.00 – BOARD MEETINGS & DECISIONS**

#### **1.01 Meetings of the Board**

Board business shall be conducted at a board meeting where each of the directors is present in person, or by teleconference in accordance with Article 1.02 hereof, or by electronic mail in accordance with Article 1.03 hereof, or by an electronic vote of the directors in accordance with Article 1.04 hereof. Notice of a meeting may be delivered personally, by prepaid mail, or by any form of electronic communication to all directors at their latest address shown on the record of the Corporation at least 48 hours before the date and time of the directors' meeting, or upon shorter notice when all directors consent thereto.

#### **1.02 Board Meetings by Teleconference**

Board business may be held by means of a private concurrent teleconference or any form of concurrent electronic conference, or by any other means of concurrent transmission of information to all directors, subject to the consent of all directors during such meeting or as permitted unanimously by the directors pertaining to all board meetings held thereafter until revoked by any director. Any decision or resolution agreed by a majority of the directors participating in such meeting duly called and held where a quorum of directors is participating shall become a binding resolution of the board after a vote of directors when confirmed by the chair of the meeting.

#### **1.03 Interim Executive E-mail Decisions**

The board may discuss and conduct Corporation business by e-mail between board meetings, if all directors are concurrently copied on each e-mail and all applicable information is attached thereto. Reference to an email in this Article 1.03 shall include any other form of electronic communications when concurrent transmission, receipt and ability to store any such electronic communication enables a practical and rapid sharing of information agreed by all directors. A vote by any such email shall become a resolution of the board in written finalized form without amendments when confirmed



by e-mail sent by each of the directors to all other directors and shall thereupon constitute binding authorization to the Corporation to act in accordance with such e-mail decision, provided that:

- a) in the case of a specific emergency, the Manager shall be entitled to respond within the scope of its authority or the board shall be entitled to make a binding decision by e-mail addressed concurrently to all directors disclosing available information and requiring a specified emergency decision within a specified deadline, where a majority of the directors have responded by email agreeing to a particular emergency decision;
- b) board decisions pertaining to any matter which materially affects the rights of unit owners or financial matters having a value of more than 5% of the Corporation's budgeted common expenses for the current fiscal year may be discussed by e-mail, but any decision with respect thereto shall be decided at a meeting of the board duly called and held in person or by concurrent teleconference; and
- c) any director can record his or her refusal to vote by e-mail before any deadline to cast the vote, in which event, the matter shall be decided at a meeting of the board.

#### **1.04 Electronic Votes of the Board**

The board may pass a resolution authorizing the board to hold a vote with respect to any board decision by utilizing the services of an electronic software platform, facility or system generally in use by condominium corporations, which enables electronic voting by any electronic or telephonic means of communication, (the Corporation's "electronic voting service provider") subject to compliance with all criteria required by the Act, other legislation, by-laws or edicts of a public authority and any regulations applicable thereto, any criteria applicable to the electronic voting system and any criteria established by the board from time to time.

### **ARTICLE 2.00 – ELECTRONIC COMMUNICATIONS WITH OWNERS**

#### **2.01 Electronic Communications with Owners**

The board shall pass a resolution to approve and enable the Corporation to exchange electronic communications with owners and residents either by electronic mail, facsimile, internet, website or permitted broadcast as may be established by the Corporation in addition to all other permitted means of giving notice, provided that such owners and residents confirm in writing their agreement to communicate with the Corporation electronically when required by any criteria as may be established by the Act, other legislation, regulation, by-law or edict of a public authority. The Corporation's manager, a director or officer shall be entitled to sign by an automatic digital signature and process any such agreement on behalf of the Corporation.

### **ARTICLE 3 – ELECTRONIC VOTING BY OWNERS**

#### **3.01 Quorum**

Quorum for a meeting of owners may be established by the physical attendance of an owner at a meeting in person or by a proxyholder named in the owner's proxy form, or by mail-in ballot, or when indicated by telephonic or electronic means, if the Corporation makes available to owners a medium controlled by the Corporation or its electronic voting service provider whereby owners are able to confirm their participation in quorum for the meeting or for other voting purposes. To count towards the quorum, an owner must be entitled to vote at a meeting and shall be present at the meeting or represented by proxy. An owner is also deemed to be present at any meeting which offers remote or virtual participation if that owner votes at the meeting or establishes a communication link to the meeting.

#### **3.02 Methods of Voting**

Votes for all questions proposed for consideration of the owners at a meeting of owners

may be cast by a show of hands, personally or by proxy, or a recorded vote that is: (i) marked on a ballot cast personally or by a proxy; (ii) marked on an instrument appointing a proxy; or (iii) indicated by telephonic or electronic means if the Corporation makes available to owners a medium controlled by the Corporation or its electronic voting service provider by which owners are able to cast a recorded vote by telephonic or electronic means (the "electronic voting system").

### **3.03 Electronic Voting by Owners**

A vote cast by electronic voting shall be deemed to be a ballot (the "electronic ballot") for the purposes of any vote conducted at the meeting at which the electronic vote was cast. The electronic ballot shall be counted for attendance purposes towards quorum as if an owner were present at the meeting. The electronic ballot shall enable voting on agenda topics when exercised prior to the specified voting deadline only by one identified owner of any unit entitled to vote, but by no other person. The electronic ballot is valid when cast for only the specific meeting of owners and expires automatically after the completion of the meeting of owners.

### **3.04 Electronic Voting System**

The electronic voting system shall set forth each question proposed for consideration that will be the subject of a vote at a meeting of owners, including the opportunity to vote for or against each question, for nomination and voting for one or more eligible candidates for election to the board, or only for the purpose of establishing attendance for quorum purposes. The electronic voting system shall be operated by the Corporation's electronic voting service provider in compliance with all voting, election and communication criteria set out in the Act, any applicable legislation, regulation or by-law of the Corporation. The electronic voting system shall authenticate the validity of each vote to ensure only one vote per unit by an owner thereof and that the vote is not altered in transit. The electronic voting system shall separate any authentication or identifying information of the owner and unit from the electronic ballot, rendering it impossible to trace an electronic ballot to a specific owner.

### **3.05 Records**

The electronic voting system shall retain an electronic record of the time and date an owner casts the electronic ballot, specifying the vote cast. An electronic report automatically generated by the electronic voting system which tabulates electronic votes may be relied upon or counted by the scrutineers and/or chair at a meeting of owners for the purpose of tabulating votes for all questions proposed for consideration of the owners (the "electronic voting record").

Each electronic voting record shall be deemed to be a ballot for the purpose of the Corporation's obligation to maintain records in accordance with the Act.

All aspects of the electronic voting system shall be managed impartially and securely by the Corporation and its electronic voting service provider in a way that: i) the Corporation is capable of reliably reproducing any required information in an accurate and intelligible form within a time that is reasonable and compliant with the Act or its regulations; ii) unauthorized access is prevented by the use of a password and other reasonable methods of protection; iii) the data rapidly and accurately tabulates and reports the voting results; and iv) data is automatically backed up and recovery of files is available and reasonably protected against loss, damage or inaccessibility of information.

Any owner shall be entitled to exercise a right to access and copy such voting results in accordance with the requirements of the Act and Regulations applicable thereto, where identification of each unit owner or unit has been redacted. The criteria applicable to electronic voting shall be subject to such additional or superseding criteria as may be established by the board from time to time.

### **3.06 Hybrid Meeting of Owners**

The board shall be entitled to call and hold a hybrid meeting of owners in which case unit owners may choose to attend in person, by proxy or to attend remotely and vote by an electronic ballot under the electronic voting system. Owners attending remotely may observe proceedings displayed on the Corporation's selected electronic or

telephonic platform adopted for that meeting, subject to such criteria as may be established by the board. All other criteria applicable to a traditional meeting of owners in person with respect to notice, agenda, proxy form and other meeting documents and procedures shall be complied with or adjusted to suit the circumstances, in the discretion of the board or the chair of the meeting. Proxy forms for a hybrid meeting of owners may be completed by the Corporation to designate the chair of the meeting as the sole Proxyholder, to limit physical attendance by other persons or proxyholders.

### 3.07 Virtual Meetings of Owners

Where the board determines it is in the best interests of the Corporation, the board may call and hold a virtual meeting of owners instead of a traditional meeting where owners are present in person. Only the chair of the meeting and any additional necessary persons may be in attendance and owners shall physically be excluded from the meeting but deemed present at the meeting if they vote or establish a communication link to such meeting. Owners may participate remotely and electronically or telephonically in the meeting by utilizing the services of an electronic platform, facility or system generally in use by condominium corporations which enables electronic voting and attendance by any electronic or telephonic means of communication specified by the board and which allows participation in the meeting through electronic or telephonic means.

### 3.08 Notice Package Criteria

The notice of meeting shall provide all information necessary to enable owners' remote observation and a means to participate by submitting questions or comments at the meeting, as well as any instructions applicable to pre-meeting comments or questions, nominations of candidates for election, attendance, quorum, voting and any other applicable issue, subject to further criteria as may be established by the board. Proxy forms for a virtual meeting of owners may be completed by the Corporation to designate the chair of the meeting as the sole Proxyholder, to eliminate physical attendance by other persons or proxyholders. Otherwise, all criteria applicable to a traditional meeting of owners in person with respect to notice, agenda, proxy form and other meeting documents and procedures shall be complied with, adjusted to suit the circumstances, in the discretion of the board or the chair of the meeting.

IN WITNESS WHEREOF the foregoing By-law No. 10 was passed by the Board of Directors of the Corporation on the 18 day of SEPTEMBER 2020 and was enacted by the owners of a majority of units in attendance at a meeting of owners as permitted by the Act and Ontario Regulation 48/01 as amended, on 16 day of NOVEMBER, 2020.

  
\_\_\_\_\_  
President – Lina Romano

  
\_\_\_\_\_  
Secretary – Marian Leslie