

## TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1831

### BY-LAW NO. 2

**BE IT ENACTED** as a by-law of TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1831 (the "**Corporation**") as follows:

By-law No. 1 of TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1831 is hereby repealed and replaced with the following:

#### ARTICLE 1 - DEFINITIONS

##### 1.1 Defined Terms

In addition to those words, terms and/or phrases specifically defined in this by-law, the words, terms and/or phrases used herein which are defined in the *Condominium Act, 1998, S.O. 1998, C.19* as amended and the regulations made thereunder (hereinafter referred to as the "**Act**") and in the declaration of the Corporation (hereinafter referred to as the "**Declaration**") shall have ascribed to them the meanings set out in the Act or the Declaration, unless the context requires otherwise.

#### ARTICLE 2 - SEAL

##### 2.1 Seal

The corporate seal of the Corporation shall be in the form impressed thereon. Notwithstanding that the Corporation has a seal, any document that would otherwise require a seal need not be executed under seal provided the statement "I/We have the authority to bind the Corporation" is noted below the signature(s) of the person(s) duly authorized to sign the document.

#### ARTICLE 3 - RECORDS

##### 3.1 Records

The Corporation shall keep and maintain all records required by section 55 of the Act, including the following records (the "Records"):

- (a) the financial records of the Corporation for at least six years from the end of the last fiscal period to which they relate;
- (b) a minute book containing the minutes of owners' meetings and Board meetings;
- (c) a copy of the registered Declaration, Description, by-laws and current rules;
- (d) a copy of all applications made under section 109 of the Act to amend the Declaration, if applicable;
- (e) the seal of the Corporation;
- (f) copies of all agreements entered into by the Corporation or by the Declarant or the Declarant's representatives on behalf of the Corporation, including management contracts, deeds, leases, licences, easements and any agreements entered into pursuant to section 98 of the Act;

- (g) copies of all policies of insurance and the related certificates or memoranda of insurance and all insurance trust agreements;
- (h) bills of sale or transfers for all items that are assets of the Corporation but not part of the property;
- (i) the names and addresses for service of each owner and mortgagee that the Corporation receives, in writing, from owners and mortgagees in accordance with subsection 47(1) of the Act;
- (j) all written notices received by the Corporation from owners that their respective units have been leased together with the lessee's name, the owner's address, a copy of the lease or renewal or a summary of same, pursuant to subsection 83(1) of the Act;
- (k) all written notices received by the Corporation from owners pursuant to subsection 83(2) of the Act that a lease of the owner's unit has terminated and has not been renewed;
- (l) all records that the Corporation has related to the units or to employees of the Corporation;
- (m) all existing warranties and guarantees for all equipment, fixtures and chattels included in the sale of either the units or common elements that are not protected by warranties and guarantees given directly to a unit purchaser;
- (n) the as-built architectural, structural, engineering, mechanical, electrical and plumbing plans;
- (o) the as-built specifications indicating all substantive changes, if any, from the original specifications;
- (p) all existing plans for underground site services, site grading, drainage and landscaping, and television, radio or other communication services;
- (q) all other existing plans and information that are relevant to the repair or maintenance of the property;
- (r) if the property of the Corporation is subject to the *Ontario New Home Warranties Plan Act*, an executed copy of Form 3 prescribed by section 37 of Ontario Regulation 49/01 and a copy of all final reports on inspections that the Ontario New Home Warranty Program requires to be carried out on the common elements;
- (s) the table setting out the responsibilities for repair after damage and maintenance, and indicating whether the Corporation or the owners are responsible;
- (t) a copy of the schedule that the Declarant has delivered pursuant to clause 43(5)(h) of the Act setting out what constitutes a standard unit for each class of unit that the Declarant specifies for the purpose of determining the responsibility for repairing improvements after damage and insuring them;
- (u) all reserve fund studies that have been completed or are required to have been completed;
- (v) all plans to increase the reserve fund;
- (w) a copy of any order appointing an inspector or administrator, if applicable,

pursuant to section 130 or 131 of the Act, together with any report that the Corporation receives from an Inspector in accordance with subsection 130(4) of the Act;

- (x) a copy of each status certificate issued within the previous six (6) years;
- (y) a copy of all notices of meetings sent by or on behalf of the Corporation within the previous six (6) years;
- (z) all proxies for 90 days from the date of the meeting where utilized;
- (aa) a copy of all notices of lien issued by the Corporation to delinquent owners pursuant to subsection 85(4) of the Act, in respect of which the corresponding certificates of lien have not been discharged or vacated by court order;
- (bb) all records relating to actual or pending litigation including insurance investigations involving the Corporation pursuant to subsection 55(4)(b) of the Act, together with copies of all outstanding judgments against the Corporation pursuant to subsection 76(1)(h) of the Act;
- (cc) a copy of the budget of the Corporation for the current fiscal year, together with the last annual audited financial statements and auditor's report on such statements;
- (dd) a copy of all minutes of settlement and/or written decisions made by any mediator or arbitrator appointed pursuant to section 132 of the Act, regarding any issue(s) in dispute involving the Corporation (or to which the Corporation is a party), together with copies of all court orders issued in those circumstances where the Corporation was a party to the proceeding or otherwise directly affected thereby;
- (ee) a copy of all agreements entered into by or on behalf of the Corporation;
- (ff) a copy of any resolution of the Board changing the address for service or the mailing address of the Corporation as registered;
- (gg) a copy of all easements, licenses, or leases entered into by the Corporation;
- (hh) the names of directors and officers, their mailing address and respective terms of office;
- (ii) a copy of all annual notices of assessment and any extraordinary assessments;
- (jj) tender bids and/or quotations received for major projects undertaken by the Corporation; and
- (kk) any other information required to be maintained as records by the Act and the regulations made thereunder.

## **ARTICLE 4 - THE CORPORATION**

### **4.1 Duties of the Corporation**

In addition to the duties and obligations set forth in the Declaration, the duties of the Corporation shall include, but shall not be limited to the following:

- (a) operation, care, upkeep, maintenance and repair of the common elements and repair of units when an owner fails to repair as provided for in the Act and in the Declaration;

- (b) collection of contributions toward common expenses from the owners;
- (c) arranging for the supply of all requisite utility services to the units and common elements, except where the Corporation is prevented from carrying out such duty by reason of any event beyond the reasonable control of the Corporation. If any apparatus or equipment used in effecting the supply of any requisite utility service(s) becomes incapable, at any time, of fulfilling its function, or is damaged or destroyed, then the Corporation shall have a reasonable time within which to repair or replace such apparatus, and the Corporation shall not be liable for any indirect or consequential damages, or for damages for personal discomfort or illness by reason of the breach of such duty;
- (d) obtaining and maintaining insurance for the property as may be required by the Act, the Declaration or the by-laws;
- (e) the retention of legal counsel to prepare, register and discharge, following payment, certificates of lien for arrears of common expenses;
- (f) preparation and delivery of status certificates as required by the Act;
- (g) preparation of a yearly budget;
- (h) supervision of all public or private service companies which enter upon the common elements for the purpose of supplying, installing; replacing and servicing their systems;
- (i) purchase and maintenance of insurance including an extended discovery period clause for the benefit of all directors and officers in respect of anything done or permitted to be done by them in respect of the execution of the duties of their offices except insurance against a liability, cost, charge or expense of such directors or officers incurred as a result of a contravention of any of the duties imposed upon them pursuant to the Act;
- (j) preparation and maintenance of the Records to be kept by the Corporation in accordance with Article 3 hereof;
- (k) calling and holding of meetings and the delivery of notices, as required;
- (l) consistent and timely enforcement of the provisions of the Act, the Declaration, the by-laws and the rules of the Corporation;
- (m) establishing and maintaining adequate reserve funds for the major repair or replacement of the common elements and of the assets of the Corporation in accordance with the Act;
- (n) causing audits to be made after every year end and providing financial statements to the owners in accordance with the Act;
- (o) the settling, adjusting or referring to mediation and/or arbitration of any claim or claims which may be made upon or which may be asserted on behalf of the Corporation;
- (p) obtaining and maintaining fidelity bonds where obtainable, in such amounts as the Board may deem reasonable, for such officers and directors or employees as are authorized to receive or disburse any funds on behalf of the Corporation;
- (q) arranging for the preparation of the reserve fund study of the common elements and assets of the Corporation when and as required pursuant to Section 94 of the

Act and to implementing the plan for funding derived from such study.

#### **4.2 Powers of the Corporation**

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

- (a) employment and dismissal of personnel necessary for the maintenance and operation of the common elements;
- (b) investment of reserve monies held by the Corporation in accordance with the Act;
- (c) settling, adjusting, compromising or referring to mediation and/or arbitration any claim or claims which may be made against or asserted on behalf of the Corporation;
- (d) the power and authority to enter into and bind the Corporation to the terms and provisions of the following agreements, namely:
  - (i) a management agreement, in such form as may be approved by the Board from time to time;
  - (ii) an insurance trust agreement, in such form as may be approved by the Board from time to time;
  - (iii) a telecommunications agreement in a form as agreed to by the Board of Directors of the Corporation;
  - (iv) any hydro-electric, natural gas or water utility servicing agreement required for the provision of utilities to the units and common elements in the Corporation;
  - (v) any encroachment or other agreement allowing an encroachment from, or onto any adjacent property;

and any other agreements which may be permitted by the Act and which are deemed advisable, desirable or necessary by the Board of Directors, from time to time;

- (e) the authority to object to assessments under the *Assessment Act* on behalf of owners if it gives notice of the objections to the owners and to authorize the defraying of costs of objections out of the common expenses;
- (f) borrowing of such amounts, not included in the budget of the Corporation, in any fiscal year as the Board may determine is necessary or desirable in its sole discretion in order to protect, maintain, preserve or ensure the due and continued operation of the property in accordance with the Act, Declaration and by-laws of the Corporation and the securing of any such loan by a mortgage, pledge or charge of any assets owned by the Corporation other than the reserve fund, providing that each such borrowing or loan shall be subject to approval as required by the Act provided however, the Board may maintain overdraft protection, in its general account, in an amount not exceeding one-twelfth (1/12) of the Corporation's current budget without requiring the approval of the owners;
- (g) leasing any part of the common elements, or granting or transferring any easement, right-of-way or license over, upon, under or through (or otherwise affecting) any part or parts of the common elements by way of special by-law, except those parts of the common elements over which any owner has the exclusive use;
- (h) to charge, mortgage, hypothecate or pledge all or any of the real or personal

property of the Corporation, including book debts and rights, powers and undertakings, to secure any such securities or any money borrowed, or other debts, or any obligation or liability of the Corporation;

- (i) the delegating to such one or more of the officers and/or directors of the Corporation as may be designated by the directors all or any of the powers conferred by the foregoing clauses of paragraph 4.2 of this by-law to such extent and in such manner as the directors shall determine at the time of such delegation.

## **ARTICLE 5 - MEETINGS OF OWNERS**

### **5.1 Annual Meeting**

The annual meeting of owners shall be held within six months following the Corporation's fiscal year end at such place and on such day and time in each year as the Board may from time to time determine for the purpose of hearing and receiving the reports and statements required by the Act, the Declaration and by-laws of the Corporation, and for the purpose of electing directors, appointing an auditor and fixing or authorizing the Board to fix the auditor's remuneration, and for the transaction of such other business as may be properly brought before the meeting.

### **5.2 Special Meetings**

The Board, or any mortgagee entitled to vote, holding mortgages on not less than fifteen (15%) percent of the units, may at any time call a meeting of the owners of the Corporation for the transaction of any business, the nature of which shall be specified in the notice calling the meeting. The Board shall, upon receipt of a requisition in writing made by owners who together own at least fifteen (15%) percent of the units, call and hold a meeting of the owners, and if either the requisitionists agree to add the items of business at the next general meeting, or if the meeting is not called and held within thirty-five (35) days of receipt of the requisition, any of the requisitionists may call the meeting; and in such case, the meeting shall be held within forty-five (45) days of the said meeting being called.

### **5.3 Notices**

Unit owners shall be given written notice at least fifteen (15) days before the holding of each annual or special meeting, detailing the time, place and date of such meeting. Notice shall be given to the auditor of the Corporation and to each owner and mortgagee who is entered on the register for at least twenty (20) days before the date of such meeting. The Corporation shall not be obliged to give any notice to any owner who has not notified the Corporation that he had become an owner, or to any mortgagee who has not notified the Corporation that he has become a mortgagee and has been authorized or empowered in his or her mortgage to exercise the right of the mortgagor to vote pursuant to section 47 of the Act. Each notice of meeting, as hereinbefore required, shall have appended to it an agenda of the matters to be considered at such meeting and any such other matters as may be required pursuant to section 47 of the Act as well as a list of candidates who wish to run for any position on the Board of Directors that will be filled at the said meeting, if such candidate has given the Corporation written notice of his or her candidacy.

### **5.4 Reports**

A copy of the financial statements and a copy of the auditor's report shall be furnished to every owner and mortgagee entered on the Record at least 20 days before the date of any annual general meeting of owners. A copy of the minutes of meetings of owners and of the Board shall be furnished to any owner or mortgagee who has requested same, within 30 days of such request upon payment to the Corporation of a reasonable charge for labour and photocopying.

## **5.5 Persons Entitled to Be Present**

The only persons entitled to attend a meeting of owners shall be:

- (a) the owners entered on the Record;
- (b) mortgagees entered on the Record;
- (c) any others entitled to vote thereat;
- (d) the auditor of the Corporation;
- (e) the directors and officers of the Corporation;
- (f) representatives of the property manager;
- (g) others who, although not entitled to vote, are entitled or required under the provisions of the Act or the Declaration and by-laws of the Corporation to be present at the meeting;
- (h) the Corporation's solicitor, at the express request or invitation of the Board of Directors, shall be entitled to attend the meeting of owners; and
- (i) any other person may be admitted only on the invitation of the Chairperson of the meeting or the Board or with the consent of the majority of owners present at the meeting.

## **5.6 Quorum**

At any meeting of owners, a quorum shall be constituted when persons entitled to vote and owning not less than 25% of the units are present in person or represented by proxy at such meeting. If a quorum is not present within a reasonable time after the time appointed for the holding of any meeting of the owners (such reasonable time to be determined by the Chairperson of the meeting) the meeting shall be adjourned and the Board shall call a further meeting of the owners in accordance with the Act.

## **5.7 Right to Vote**

- (a) At each meeting of owners, and subject to the restrictions as hereinafter set out, every owner of a unit entitled to vote pursuant to the Act, if he or she is currently entered on the Records as an owner or has given notice to the Corporation in a form satisfactory to the Chairperson of the meeting that he or she is an owner, may vote on all matters tabled at such meeting;
- (b) If a unit has been mortgaged, the mortgagor may nevertheless represent such unit at such meetings and vote in respect thereof, unless the mortgage itself expressly authorizes and empowers the mortgagee to vote, in which case such mortgagee may exercise the owner's vote in respect of such unit upon filing with the Secretary of the meeting sufficient proof of the terms of such mortgage, and notifying both the mortgagor and the Corporation of the said mortgagee's intention to exercise his or her right to vote, at least four (4) days before the date of the meeting, as specified in the notice of meeting;
- (c) Any dispute over the right to vote shall be resolved by the Chairperson of the meeting upon such evidence as he may deem sufficient;
- (d) The vote of each such owner or mortgagee shall be on the basis of one vote per unit, and where two or more persons entitled to vote in respect of one unit disagree

on their vote, the vote in respect of that unit shall not be counted;

- (e) The Chairperson shall not, in the case of a tie, cast a deciding vote;
- (f) Unless otherwise provided by the Act, the declaration or the by-laws, any vote shall be decided by a majority vote of those owners present in person or by proxy at a meeting called for the purpose of holding such vote.

### **5.8 Method of Voting**

At any annual, or special meeting, any question shall be decided by a show of hands unless a poll is demanded by a person entitled to attend such meeting as aforesaid, and unless a poll is so demanded, a declaration by the Chairperson that such question, by show of hands, has been carried is *prima facie* proof of the same, without proof of the number of votes recorded in favour of, or against, any such question. A demand for a poll, once given, may be withdrawn. Notwithstanding the above, the voting for the election of directors shall be by ballot only.

### **5.9 Representatives**

An estate trustee, committee of a mentally incompetent person, or the guardian or trustee of an owner or mortgagee (and where a corporation acts in such capacity any person duly appointed a proxy for such corporation) upon filing with the secretary sufficient proof of his or her appointment, shall represent the owner or mortgagee at all meetings of the owners of the corporation, and may vote in the same manner and to the same extent as such owner or mortgagee. If there be more than one estate trustee, committee, guardian or trustee, the provisions of paragraph 5.10 shall apply.

### **5.10 Co-Owners**

If a unit or a mortgage on a unit is owned by two or more persons, any one of them present or represented by proxy may in the absence of the other or others vote, but if more than one of them are present or represented by proxy, the majority of the owners of the unit shall decide how the vote is exercised. The vote shall not be counted if two (2) or more owners of the unit present at the meeting are evenly divided on how to exercise the vote.

### **5.11 Votes to Govern**

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

### **5.12 Entitlement to Vote**

Save and except in those instances where the Act provides or stipulates that the unanimous vote of all owners is required on any matter, issue, resolution or motion, an owner or mortgagee is not entitled to vote at any meeting if any common expenses or other monetary contributions that are payable in respect of the owner's or mortgagee's unit are in arrears for more than 30 days prior to the meeting, provided however that such an owner or mortgagee may nevertheless vote if the Corporation receives payment, by way of a certified cheque, bank draft or cash, of all the arrears and all other costs and expenses owing to the Corporation before the meeting is held.

### **5.13 Proxies**

Every owner or mortgagee entitled to vote at any meeting of the owners may, by instrument in writing, appoint a proxy, who need not be an owner or mortgagee, to attend and act at the meeting, in the same manner, to the same extent and with the same power, as if the owner or mortgagee were present at the meeting. The instrument appointing a proxy shall be in writing signed by the appointor or his or her attorney authorized in writing, and shall be effective for that particular meeting only. The instrument appointing a proxy shall be deposited with the secretary



prior to the start of the meeting.

#### **5.14 Minutes of Meetings**

Minutes of all meetings of the owners shall be taken and, within 30 days of such meeting, shall be given to each owner or mortgagee who has, in writing, requested same upon payment to the Corporation of a reasonable charge for photocopying and delivering such minutes.

### **ARTICLE 6 - BOARD OF DIRECTORS**

#### **6.1 Duties**

- (a) the affairs of the Corporation shall be managed by a Board of Directors; and
- (b) the Board shall have the obligation to perform all of the duties of the Corporation; however, the Board may delegate certain specific duties to the manager by a duly enacted resolution of the Board and pursuant to the terms of any management agreement.

#### **6.2 Number and Quorum**

The number of directors shall be five (5) of whom three (3) shall constitute a quorum for the transaction of business at any meeting of the Board. Notwithstanding vacancies, the remaining directors may exercise all the powers of the Board so long as a quorum of the Board remains in office.

#### **6.3 Qualifications**

No person shall be nominated, elected or appointed to the Board unless he or she meets the following criteria:

- (a) the person must be eighteen (18) years of age or older;
- (b) the person shall not be an undischarged bankrupt or mentally incompetent person;
- (c) the person shall not have a certificate of lien for common expenses registered against his or her unit;
- (d) the person shall be a resident owner of a unit or the resident spouse of a resident owner of a unit in the Corporation;
- (e) the person shall not be the spouse of a director or a co-owner of a unit in the corporation with a director; and
- (f) the person shall not be a party to any litigation, mediation and/or arbitration proceedings with the Corporation.

#### **6.4 Consent**

A person who is nominated, elected or appointed a director is not a director unless:

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

## **6.5 Disqualification**

A person immediately ceases to be a director if:

- (a) the director becomes an undischarged bankrupt or a mentally incompetent person;
- (b) a certificate of lien has been registered against a unit owned by the director and the director does not obtain a discharge of the lien within ninety (90) days of the registration of the lien;
- (c) the director misses three (3) consecutive Board meetings or a total of six (6) meetings in any year commencing at the date of the Annual General Meeting and is unable to provide an explanation for his or her absence that is satisfactory to the Board, acting reasonably;
- (d) the director is a party to any litigation, mediation and/or arbitration proceedings with the Corporation;
- (e) the director is no longer a resident owner of a unit or the resident spouse of a resident owner of a unit in the Corporation;
- (f) the director becomes the spouse of a director or a co-owner of a unit in the corporation with a director; or
- (g) the director has failed to comply with his or her confidentiality requirements set out in Article 6.13 and is unable to provide an explanation that is satisfactory to the Board, acting reasonably.

## **6.6 Election and Term**

Subject to the Act,

- (a) the directors of the Corporation shall be elected in rotation and shall be eligible for re-election. Those directors who have been elected to office and whose terms have not expired at the meeting at which this by-law is approved by the owners will complete the terms for which they have been elected. At the first meeting of the owners held to elect directors, pursuant to this by-law, two (2) directors shall be elected to hold office for a term of one (1) year; two (2) directors shall be elected to hold office for a term of two (2) years; and one (1) director shall be elected to hold office for a term of three (3) years;
- (b) at each annual meeting thereafter, a number of directors equal to the number of directors whose term has expired or who are retiring at the end of their terms in such year shall be elected for a term of three (3) years; such directors may, however, continue to hold office notwithstanding the expiry of their respective terms, until their successors are elected;
- (c) where the Board is elected by acclamation, the directors at their first meeting shall determine the distribution of terms. Directors may be removed before the expiration of their term in accordance with the procedure set forth in the Act;
- (d) in the event that a director must also be elected to fill a vacancy of a director's position prior to the expiry of his or her term, the determination of who shall be elected to a full three year term or the balance of the unexpired term shall be based upon the number of votes cast, with those receiving the most votes obtaining the longest terms available. In the event of a tie, a new vote shall be taken and the position in question shall be determined by the number of votes cast;

- (e) election to the Board shall be by written ballot, unless the election is by acclamation; and
- (f) the term to be served will be based upon the votes obtained with the person receiving the highest number of votes serving the longest term, and the person receiving the next greatest number of votes serving the next longest term.

### **6.7 Filling of Vacancies**

- (a) If a vacancy in the membership of the Board occurs, other than by way of removal by the owners or as a result of the number of directors being increased, subject to subparagraph (c) of this paragraph 6.7, the majority of the remaining members of the Board may appoint any person qualified to be a member of the Board to fill the vacancy until the next annual meeting at which time the vacancy shall be filled by election of the owners;
- (b) where the number of directors is increased, the vacancies resulting from such increase shall be filled only by election at such meeting of the owners and the director(s) so elected shall not act until the by-law increasing the number of directors is registered;
- (c) when there is not a quorum of directors in office, the director(s) then in office shall forthwith call a meeting of owners to fill the vacancies and, in default or if there are no directors then in office, the meeting may be called by an owner.

### **6.8 Removal of Directors**

Any director may be removed before the expiration of his term by a vote of owners who together own a majority of the units and the owners may elect, in accordance with the by-laws dealing with the election of directors, any person qualified to be a member of the Board for the remainder of the term of the director removed provided the director elected by owners of owner-occupied units may only be removed by a vote of the owners of owner-occupied units in accordance with the Act.

### **6.9 Calling of Meetings**

Meetings of the Board shall be held from time to time at such place and at such time and on such day as the president or any two directors may determine, and the secretary shall call meetings when directly authorized by them. Notice of any meeting so called shall be delivered personally, by prepaid mail, courier delivery or electronic communication to each director addressed to him or her at his or her latest address, entered on the Record of the Corporation not less than 48 hours (excluding Saturdays, Sundays and statutory holidays in the Province of Ontario) before the time when the meeting is to be held, save that no notice of a meeting shall be necessary if all the directors are present and consent to the holding of such meeting, or if those absent have waived notice of or otherwise signified in writing their consent to the holding of such meeting. A director who attends a meeting shall be deemed to have waived the right to object to a failure to give the required notice, unless such director expressly objects to such failure at the meeting.

### **6.10 Regular Meetings**

The Board may appoint a day or days in any month or months for regular meetings at a place and hour to be named. A copy of any resolution of the Board fixing a place and time of regular meetings of the Board shall be given to each director forthwith after being passed, but no other notice shall be required for any such regular meeting.

### **6.11 Teleconference**

A meeting of the Board may be held or convened by way of teleconference, or any other form of

communication system that allows all of the directors to participate concurrently and to communicate with each other simultaneously and instantaneously, provided that all of the directors participating in a meeting held or convened by such means have consented thereto, and a director so participating in any such meeting held or convened by such means shall be deemed for the purposes of subsection 35(5) of the Act and this by-law to be present at such meeting. The Board may, by resolution signed by all the directors, provide their consent, in advance, to have meetings of the Board conducted in the manner contemplated herein, without the necessity of requiring new consents prior to each and every meeting, provided that such resolution (and the standing consent referred to therein) shall be automatically rendered ineffective from and after but not prior to the delivery to the Board by any director of a written notice revoking his or her consent to such resolution.

## **6.12 Conflict of Interest**

Every director of the Corporation who has, directly or indirectly, any material interest in any material contract or transaction or proposed contract or transaction (the "Contract") to which the Corporation is or will be a party, shall declare his or her interest in such Contract and shall correspondingly disclose in writing the nature and extent of such interest. The disclosure shall be made as follows:

### **6.12.1 Time of Disclosure**

- (a) at the meeting of the Board of Directors of the Corporation at which the Contract is first considered;
- (b) if the director is not, as of the date of the meeting at which the Contract is first considered, interested in the Contract, at the next meeting of the directors held after the director becomes so interested;
- (c) if the director becomes interested in the Contract after it is entered into by the Corporation, at the first meeting of the directors held after the director becomes so interested; or
- (d) if the Contract is one that in the ordinary course of the Corporation's business would not require the approval by the directors or owners, at the first meeting of the directors held after the director becomes aware of the Contract.

### **6.12.2 Purchase or Sale of Property**

If the Contract involves the purchase or sale of real or personal property by the Corporation that the seller acquired within the previous five (5) years before the date the contract was entered into, 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.

### **6.12.3 Right to Vote**

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 a Contract to which section 6.12 applies unless the director's interest in it:

- (a) is or would be limited solely to insurance described in section 39 of the Act or the remuneration as a director, officer or employee of the Corporation; or
- (b) arises or would arise solely because the director is a director, officer or employee of the declarant, if the director has been appointed to the first Board by the declarant under subsection 42(1) of the Act.

#### **6.12.4 Effect of Disclosure**

A director who has complied with the requirements of this section and who was acting honestly and in good faith at the time the Contract was entered into, is not, by reason only of holding the office of director, accountable to the Corporation or to its owners for any profit or gain realized from the Contract, and the Contract is not voidable by reason only of the director's interest in it.

#### **6.12.5 Confirmation by Owners**

Despite anything in this section, 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 by reason only of holding the office of director, and the Contract is not voidable by reason only of the director's interest in it if,

- (a) the Contract is confirmed or approved by at least two-thirds of the votes cast at a meeting of owners duly called for that purpose; and
- (b) the nature and extent of the director's interest in the Contract are declared and disclosed in reasonable detail in the notice calling the meeting.

#### **6.13 Confidentiality**

All matters discussed at a Board meeting, including all documents and information, are strictly privileged and confidential and may not be disclosed to any person unless such information or documentation is determined by the Board in writing or as evidenced by the minutes of the Corporation, not to be privileged and confidential. The duty not to disclose information extends to all information obtained as a result of a director's position on the Board.

#### **6.14 Standard of Care**

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

#### **6.15 Protection of Directors and Officers**

No director or officer of the Corporation shall be liable for:

- (a) the acts, neglect or default of any other director or officer;
- (b) any loss or expense incurred by the Corporation through the insufficiency or deficiency of title to any property acquired by order of the Board for or on behalf of the Corporation;
- (c) the insufficiency or deficiency of any security in or upon which any of the monies of the Corporation shall be invested, provided always that the investment certificate or instrument conforms with the provisions of the Act;
- (d) any loss or damage arising from the bankruptcy, insolvency or tortuous act of any person with whom any of the monies, securities or effects of the Corporation shall be deposited;
- (e) any loss occasioned by an error of judgment or oversight on his or her part provided the Board member has acted in accordance with his or her obligations and duties pursuant to the Act; or
- (f) any other loss, damage or misfortune whatsoever which shall happen in the execution of the duties of his or her office or in relation thereto; unless the same

shall happen through his or her own dishonest or fraudulent act or acts, bad faith, failure to meet the standard of care established in the Act or wilful misconduct.

#### **6.16 Indemnity of Directors and Officers**

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

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

excluding however all costs, charges and expenses incurred directly or indirectly as a result of such director's or officer's own dishonest or fraudulent act or acts, or through or by such director's or officer's gross negligence, recklessness, wilful blindness or intentional misconduct, unless the Act or the by-laws of the Corporation provide otherwise, on the express understanding that:

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

#### **6.17 Insurance**

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

#### **6.18 Consent of Director at Meeting**

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

- (a) requests that his or her dissent is entered in the minutes of the meeting; or
- (b) delivers a written dissent to the secretary of the meeting before the meeting is terminated provided that a director who votes for a resolution is not entitled to subsequently dissent to the secretary of the meeting.

#### **6.19 Deemed Consent of Director**

A director who was not present at a meeting at which a resolution was passed or any action taken

is deemed to have consented thereto unless within seven days after becoming aware of the resolution, the director:

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

## **6.20 Minutes**

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

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

## **ARTICLE 7 - OFFICERS**

### **7.1 Election of President**

At the first meeting of the Board, and after each election of directors, the Board shall elect from among its members a president. In default of such election, the then incumbent, if a member of the Board, shall hold office until his or her successor is elected. A vacancy occurring from time to time in such office of the president may be filled by the Board from among its members.

### **7.2 Appointed Officers**

The Board shall appoint a Secretary and may appoint one (1) or more Vice-Presidents, a Treasurer and such other officers, including a Privacy Officer, as the Board may determine, including one (1) or more assistants to any of the officers so appointed. The officer so appointed may, but need not be, a member of the Board. One (1) person may hold more than one (1) office and if the same person holds both the office of Secretary and the office of Treasurer, he or she may be known as Secretary-Treasurer.

### **7.3 Term of Office**

At the first meeting of the Board, after each election of directors, and then from time to time, the Board shall appoint the officers of the Corporation. In the absence of written agreement to the contrary, officers shall hold office until removed by the Board, provided always that officers shall adhere to and be governed by the same qualifications as hereinbefore applied to directors pursuant to Articles 6.3 and 6.5. Officers shall have such authority and perform such duties as the Board may from time to time determine that are consistent with the Act, and the Declaration and by-laws of the Corporation.

### **7.4 President**

The President shall:

- (a) when present, preside as Chairperson at all meetings of the Board and of the owners and shall be entitled to designate the Chairperson at all such meetings;
- (b) have one (1) vote (only) at all meetings of the Board;
- (c) co-ordinate the activities of the remaining members of the Board and officers;
- (d) be charged with the general supervision of the business affairs of the Corporation;
- (e) in the absence of a resolution of the Board specifying another officer to do so, deal directly with the Corporation's property manager and solicitor in all areas of concern; and
- (f) direct the enforcement of the Act, the Declaration, the by-laws and the rules and regulations of the Corporation by all lawful means at the Board's disposal.

### **7.5 Vice-President**

The Vice-President shall during the absence of the President, perform his or her duties and exercise his or her powers. If there is more than one (1) Vice-President then the Vice-Presidents, in order of seniority as determined by the Board, shall perform the functions of the President. The Vice-President shall not preside at a meeting of the Board or the owners if the Vice-President 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. A Vice-President shall also perform such duties and exercise such powers as the Board may prescribe from time to time.

### **7.6 Secretary**

The Secretary shall:

- (a) give or cause to be given all notices required to be given to the owners, directors, auditors, mortgagees and all others entitled thereto pursuant to the Act or the declaration, by-laws or rules or any contracts to which the Corporation is a party;
- (b) attend all meetings of the directors and of the owners, failing which the Secretary may delegate any of the Secretary's duties normally carried out at such meetings to another officer of the Corporation;
- (c) enter or cause to be entered in Records kept for that purpose minutes of all proceedings at such meetings;
- (d) be the custodian of all books, papers, Records, documents and other instruments belonging to the Corporation; and



- (e) cause to have the by-laws registered and notice of the by-laws and of the rules and regulations to be sent to all owners and mortgagees as required by the Act.

### **7.7 Treasurer**

The Treasurer shall:

- (a) keep or cause to be kept full and accurate books of account in which shall be recorded all receipts and disbursements of the Corporation;
- (b) under the direction of the Board, control the deposit of money, the safekeeping of securities and the disbursement of funds of the Corporation;
- (c) render to the Board whenever required of him or her an account of all his or her transactions as treasurer, and of the financial position of the Corporation; and
- (d) shall perform such other duties as may from time to time be prescribed by the Board.

### **7.8 General Manager**

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

### **7.9 Other Officers**

The duties of all other officers of the Corporation shall be as set out in the terms of their employment or as the board further declares. Any of the powers and duties of an officer to whom an assistant has been appointed may be exercised and performed by such assistant unless the Board otherwise directs.

### **7.10 Agents and Attorneys**

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

### **7.11 Committees**

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

## **ARTICLE 8 - BANKING ARRANGEMENTS AND CONTRACTS**

### **8.1 Arrangements**

The banking business of the Corporation or any part thereof shall be transacted with such bank or trust company as the Board may designate or appoint from time to time by resolution, and all such banking business, or any part thereof, shall be transacted on the Corporation's behalf by

such one or more officers or other persons as the Board may designate, direct or authorize from time to time by resolution and, to the extent therein provided, including without restricting the generality of the foregoing, the operation of the Corporation's accounts, the making, signing, drawing, accepting, endorsing, negotiation, 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.

## **8.2 Execution of Instruments**

Subject to the provisions of the Act, and subject to the provisions of any other by-law of the Corporation specifically designating the person or persons authorized to execute any type or class of documents on behalf of the Corporation, all deeds, transfers, assignments, contracts and obligations on behalf of the Corporation may be signed by the President or the Vice-President, together with the Secretary or any other director. Any contract or obligation within the scope of any management agreement entered into by the Corporation may be executed on behalf of the Corporation in accordance with the provisions of such management agreement. The manager of the Corporation, any two members of the Board, or the Corporation's solicitor, may execute a certificate of lien or discharge thereof. Subject to the provisions of the Act and the Declaration, but notwithstanding any provisions to the contrary contained herein or in any other by-law of the Corporation, the Board may at any time and from time to time by resolution direct the manner in which, and the person or persons by whom any particular deed, transfer, assignment, contract, cheque or obligation, or any class of deeds, transfers, assignments, contracts, cheques or obligations of the Corporation may or shall be signed.

## **8.3 No Seal**

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

## **8.4 Execution of Status Certificates**

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

# **ARTICLE 9 - FINANCIAL YEAR END**

## **9.1 Financial Year End**

Unless otherwise determined by resolution of the Board, the financial year of the Corporation shall end, in each year, on the last day of the month of January.

## **ARTICLE 10 - NOTICE**

### **10.1 Method of Giving Notices**

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

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

### **10.2 Receipt of Notice**

If any notice is mailed as aforesaid, then such notice shall be deemed to have been received and to be effective on the second (2<sup>nd</sup>) day following the day on which it was mailed. If delivered personally, notice shall be deemed to be received the same day. Facsimile transmissions or electronic mail will be deemed to have been received on the date that same are transmitted or

mailed, provided if same are sent after 5:00 p.m. on any business day or during weekends or statutory holidays, then such notice will be effective on the next business day, with a facsimile transmission confirmation or electronic mail confirmation being proper evidence of the date and time of transmission or mailing.

### **10.3 Omissions and Errors**

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

## **ARTICLE 11 - ASSESSMENT AND COLLECTION OF COMMON EXPENSES**

### **11.1 Duties of the Board**

- (a) 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 hereto shall be assessed by the Board and levied against the owners in the proportions in which they are required to contribute to the common expenses as set forth in the Declaration or in accordance with the provisions of the Act; and
- (b) the Board shall, from time to time, and at least annually, prepare a budget for the property and determine by estimate the amount of common expenses for the next ensuing fiscal year, or remainder of the current fiscal year, as the case may be, which shall include provisions for a reserve fund as required by the Act. The Board shall advise all owners promptly in writing of the amount of common expenses payable by each of them respectively determined as aforesaid, and shall deliver copies of each budget on which common expenses are based to all owners and mortgagees entered in the Record.

### **11.2 Owner's Obligations**

Each owner shall pay to the Corporation the amount of such assessment in equal monthly payments on the first day of each and every month next following notice of such assessment by way of twelve (12) post-dated cheques or execution of pre-authorized payment plan, until such time as a new assessment has been provided to such owner. In addition to the foregoing, any losses, costs or damages incurred by the Corporation by reason of a breach of any rules and regulations of the Corporation in force from time to time by any unit owner, or by members of his or her family and/or their invitees or licensees, 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.

### **11.3 Extraordinary Expenditures**

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

#### **11.4 Default in Payment of Assessment**

- (a) Arrears of payments required to be made under the provisions of this article shall be subject to a monthly administration fee in an amount to be determined by the Board, acting reasonably and bear interest at a rate determined by the Board from time to time and in default of such determination shall bear interest at the rate of twenty-four (24%) per cent per annum and shall be compounded monthly until paid. Interest at the aforesaid rate shall be charged from time to time on the unpaid balance of common expenses plus unpaid interest and any legal costs incurred by the Corporation in the collection or attempted collection of the unpaid amount and interest shall be charged upon the aggregate total amount monthly and shall be compounded monthly until paid;
- (b) in any collection or attempted collection proceedings, including lien proceedings and/or sale or other court proceedings instituted by the Corporation to collect common expenses, or other amounts deemed to be common expenses, from the owner, there shall be added to any amount found due all costs incurred by the Corporation and all legal costs on a substantial indemnity basis incurred in such action;
- (c) the Board when giving notice of default in payment of common expenses or any other default to the owner of the unit, shall concurrently send a copy of such notice to each mortgagee of such unit who has requested that such notices be sent to him or her; and
- (d) the Board shall, without exception, cause a lien to be registered in accordance with the Act, to ensure that all arrears of common expenses are fully protected by said lien.

### **ARTICLE 12 - LIABILITY FOR COSTS**

#### **12.1 Abatement and Restraint of Violations by Unit Owners and Liability for Costs**

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

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

In those cases where it has been determined that the responsibility for payment of the cost to repair is that of the unit owner, or where an owner requests to repair a common element himself or herself, the Board shall approve the selection of the contractor and/or the method of repair. This decision, at the discretion of the Board, shall be based on a minimum of two (2) bids, the method of repair, the meeting of standards of uniformity and consideration of the convenience of the owner(s) involved.

### **ARTICLE 13 - ADDITIONAL RIGHTS OF THE CORPORATION**

#### **13.1**

The violation of any provisions of the Act, declaration, by-laws and/or rules of the Corporation shall give the Board the right, in addition to any other rights set forth in the Act, the declaration, and this by-law to:

- (a) enter the unit, or any part of the common elements in which or with respect to which such contravention exists and to summarily abate and remove at the expense of the defaulting owner, any structure, thing or condition that may exist in or about the unit or any part of the common elements contrary to the intent and meaning of the provisions of the Act, declaration, by-laws and/or rules and the Board shall not be deemed guilty of any manner of trespass; or
- (b) 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, application for an order for compliance pursuant to Part IX of the Act; and
- (c) deem all costs incurred by the Corporation pursuant to Article 13 to be common expenses attributable to the unit and collected in the same manner as common expenses.

### **13.2 Occupancy**

- (a) The Corporation's occupancy standard shall consist of the requirement that no more persons shall reside in a dwelling unit within the Corporation's building in excess of the maximum number of persons entitled to occupy each such dwelling unit, based upon the maximum occupancy for which the Corporation's building was designed.; and
- (b) no person shall occupy a unit in contravention of the occupancy standard adopted in 13.2(a).

### **13.3 Non-Resident Access to Common Elements**

Pursuant to s.56(1)(k) of the Act those persons who are not residents or guests of residents are not entitled to use any of the facilities or amenities, which are common element areas of the Corporation.

### **13.4 Indemnification by Owners and Insurance Deductible**

- (a) the owner of a unit is responsible for any costs incurred to repair damage to the owner's unit, the common elements, or other units that may have been caused by the owner or any person, thing or animal for whom or for which the owner is responsible, howsoever caused;
- (b) in those cases where it has been determined that the responsibility for payment of the cost to repair is that of the owner, or where an owner requests to repair a common element himself or herself, the Board shall approve the selection of the contractor and/or the method of repair. This decision, at the discretion of the Board, shall be based on a minimum of two (2) bids, the method of repair, the meeting of standards of uniformity and consideration of the convenience of the owner(s) involved;
- (c) pursuant to subsections 105(2) and (3) of the Act, where any insurance policy obtained or maintained by the Corporation contains a deductible clause that limits the amount payable by the insurer, then the portion of any loss that is excluded from coverage shall be deemed a common expense, provided however that if an owner, tenant or any other person residing in the owner's unit with the permission or knowledge of the owner, whether or not through any act or omission, causes damage howsoever to such owner's unit, or to any other unit(s), or to any portion of the common elements, in those circumstances where such damage was not caused or contributed by any act or omission of the Corporation or any of its directors, officers, agents or employees, then the amount which is equivalent to

the lesser of the cost of repairing the damage and the deductible limit of the Corporation's insurance policy shall be added to the common expenses payable in respect of such owner's unit, together with all costs and expenses incurred by the Corporation either directly or indirectly in resolving such claim and/or having such damage fully rectified including the increase in insurance premiums, if any, charged or levied against the Corporation by its insurer as a result of such claim or damage, together with all legal costs incurred by the Corporation on a substantial indemnity basis, and shall be recoverable from such owner in the same manner and upon the same terms as unpaid common expenses; and

- (d) each owner shall indemnify and save the Corporation harmless from and against any damages, loss and/or cost, which the Corporation may suffer or incur resulting from, or caused by an owner, or any person, thing or animal for whom or for which the owner is responsible including, but not limited to:
  - (i) increased insurance premiums and insurance deductibles;
  - (ii) legal costs on a substantial indemnity basis; and
  - (iii) costs incurred by the Corporation:
    - (A) to redress, rectify and/or obtain relief from any injury or damage;
    - (B) by reason of breach of the Act, declaration, by-laws and/or any rules of the Corporation in force from time to time; and/or
    - (C) in relation to the enforcement of any rights or duties pursuant to the Act, the declaration, the by-laws and/or the rules of the Corporation;
- (e) all amounts for which the unit owner is responsible pursuant to this clause 13.4 shall form part of the contributions to the common expenses payable for the particular unit.

## **ARTICLE 14 - MISCELLANEOUS**

### **14.1 Invalidity**

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

### **14.2 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.

### **14.3 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.

### **14.4 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.

**14.5 Conflicts**

- (a) 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;
- (b) 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, unless the by-law or rule has been amended after the registration of the declaration as provided for in the Act; and
- (c) in the event the provisions of the Act or the declaration are silent the provisions of the by-laws shall prevail.

WITNESS the corporate seal of the Corporation this            day of July, 2008.

**TORONTO STANDARD CONDOMINIUM  
CORPORATION NO. 1831**

Per:

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Name: Darryl Condy  
Title: President

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Name: Jenever Springer  
Title: Secretary

We have the authority to bind the Corporation.