



**A continuous improving (FREE) template for the drafting of a Condominium Corporation  
Condo-Ology® Certified General By-law**

The base or the starting point for this template began with the Registered of SCC 408 Condo-Ology® Certified General By-law.

This template is the best By-law that I have seen to date, regardless that there is much more to improve. It is my responsibility as Facilitator to continuously update as suggestions are received.

A Condo-Ology® Certified By-law is;

- Created by those being governed (Owners)
- Custom to the uniqueness of a particular Corporation
- Understandable – minimum usage of legalese
- Mandates transparent accountability
- Encourages engagement
- Compliance enforcement is by the Owners and not that of our Courts.

**The Condo-Ology® Certified General By-law Template**

- Font in **Bold Red** are my comments and would not be included in the By-law
- *Italic fonts* within brackets are treated in the same fashion as headings and are for convenience of reference only and shall not affect the interpretation of this By-law but will assist in the understanding.

**XXXXX Standard Condominium Corporation No. XXXX**

**By-law Number One (1) – General Governance**

Preamble

**Whereas** pursuant to Section 56(1) of the Act a condominium may make, amend or repeal a By-law with respect to a variety of matters, including but not limited to the governance and management of the condominium;

**And Whereas** the Boards of Directors have resolved via a majority of the Directors of each

Corporation, to pass the following By-law with respect to the Condominium;

**And Whereas** XXXXX Standard Condominium Corporation No. XXXX; (the “Corporation”), through a duly constituted meeting of Unit Owners, has by majority decision voted to adopt the General Governance By-law No. One (1), so that the affairs of the Corporation may be more effectively disposed of, in keeping with the expanded provisions available to condominium corporations by virtue of the Condominium Act, 1998, S.O. 1998, c.19.

In the By-law references to the “Act” are to the Condominium Act, 1998, S.O. 1998, c. 19, its amendments and regulations, including any successor legislation.

**Hard to believe but Condo-Ology® Certified By-law may be the first to included a Table of Contents to a general By-law.**

Table of Contents

**Page numbers would be added once actually drafting begins.**

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## Section 1

**Maybe repetitive but the Declarations definitions should be included in the Corporations general By-law, assists with ease of looking up definitions and helps with understanding the terminology.**

### Definitions

#### 1.01 Definitions

In addition to those words, terms or phrases specifically defined elsewhere in this By-law, the words, terms and phrases used in this By-law shall have the meaning ascribed to them in the Act, unless this By-law indicates otherwise, or unless the context otherwise requires and in this By-law, the following **capitalized words, terms and phrases shall have the following meanings:**

- (a) "Acceptable Standard" shall mean:
  - i) with respect to any equipment, device, apparatus, facility or system: efficient and safe operating capability for its intended purpose(s) in accordance with the standards specified by its manufacturer(s)/supplier(s) and prescribed by all applicable laws, regulations and By-laws; and
  - ii) with respect to any structural or other non-operating element and component (including but not limited to landscaped areas) of the Shared Facilities: good repair, consistent and safe functioning capacity, having regard to the standards maintained by a prudent owner of a comparable property of comparable age;
- (b) "Act" or the "Condominium Act" shall mean a law, the Condominium Act 1998, S.O., 1998, c.19 and the regulations pursuant to that Act and as amended, supplemented or replaced from time to time and any successor legislation thereto that has legislated a minimum standard of the rights and duties of the Corporation, Unit Owners, tenants and mortgagees;
- (c) "Board" shall mean the Board of Directors of the Corporation;
- (d) "Building" shall mean a building included on the property;
- (e) "By-law" shall mean the By-laws: 1) passed by the Board; 2) confirmed by the Unit Owners representing a majority of the Units from time to time; and, 3) duly registered pursuant to the Act;
- (f) "Certificate of Lien" shall mean a prescribed form registered on title by the Corporation against the Unit where the Unit owner is in default of his/her/its Common Expenses;
- (g) "Common Elements" shall mean all the Condominium property, including Exclusive Use Common Elements;
- (h) "Common Expenses" shall mean the Unit Owners expenses related to the performance of the objects and duties of the Corporation and all expenses specified as Common Expenses in the Act, the Declaration and Bylaws;

- (i) "Condominium Plan" or "Condominium" shall mean the Condominium plan created by the registration of the Declaration and Description with respect to the Lands as amended from time to time, in accordance with the Land Titles Act, R.S.O. 1990, c.L.5;
  - (j) "Corporation" shall mean the Condominium Corporation pursuant to the Act;
  - (k) "Declaration" shall mean the document that establishes the legal existence of the Corporation as amended from time to time in accordance with the Act;
  - (l) "Description" shall mean the Description of the Corporation required by the Act, submitted with the Declaration for registration, describing:
    - i) Units XXXXXXXX, and
    - ii) the Common Elements, and
    - iii) the Exclusive Use Common Elements;
  - (m) "Director" shall mean an individual who has been elected or appointed to the Board of Directors;
  - (n) "Exclusive Use Common Elements" shall mean Common Elements assigned to a specific Unit pursuant to Schedule F of the Declaration to be enjoyed exclusively by the Resident;
  - (o) "Indemnity Agreement" shall mean the agreement that may be entered into by the Corporation with any Unit Owner desiring to make any addition, alteration or improvement to the Common Elements pursuant to the provisions of Section 98 of the Act;
  - (p) "Lands" shall mean the lands described in Schedule "A" of the Declaration;
  - (q) "Manager" shall mean the individual or management company hired to manage the property;
  - (r) "Normal Utility Facilities" shall mean all pipes, wires, ducts, cables, conduits, sewers (both storm and sanitary), water mains, telephone cables, television cables, coaxial cables, security systems, gates and barriers and access transmission lines, public utility lines, and automatic outdoor water sprinkler systems which, without limiting the generality of the forgoing, provide power, communication facilities, water, fuel, security and sewage disposal;
- (Requires customization to the Corporations Declaration)**
- (s) "Private Single Family" shall mean a social unit consisting of parent(s) and their children, whether natural or adopted, and includes other relatives if living with the primary group linked by consanguinity or conjugally;
  - (t) "Reserve Fund" shall mean such funds set aside by the Corporation to be used solely for the purpose of major repair and replacement of the Common Elements and assets of the Corporation;

- (u) "Reserve Fund Contribution" shall mean the Corporation's contributions to the Reserve Fund within the required Common Expenses;
- (v) "Resident" shall mean any Unit Owner, their spouse, child or children, invitee, servant, guest or visitor and any tenant and any tenant's spouse, child or children, invitees, servants, guests or visitors who occupy or make use of a Unit;
- (w) "Rules" shall mean the Rules of the Corporation;
- (x) "Shared Facilities" shall mean the various components of the Common Elements that are not considered Exclusive Use Common Elements, which include, but are not limited to:

**(Requires customization to the Corporations individual requirements)**

- i) the entrances/exits (including the gate), roadways, visitors/guest parking, waste disposal area, amenity building, pool and pool area, tennis courts, shoreline protection (rip rap), yacht basin, yacht basin culverts, landscaped area (includes the grounds from the roadways edge to the outer boundary (non Yacht Basin side), the inner side of the roadway where the amenity building, pool and pool area, tennis courts, swimming pool and deck are located, signage, fencing, backup generator, sewage lift station, irrigation pumps, irrigation, and roadway lighting;
  - ii) all Normal Utility Facilities that service the Units and Common Elements of the Corporation save and except for any Normal Utility Facilities that service only one Unit or one residential building on Plan 51R-18585;
  - iii) that portion of the surface area of Parts 1, 2, 4, 7, 9, 10, 12, 13, 15, 16, 18, 19, 21, 22, 24, 26, 27, 29 and 30 of Plan 51R-18585 that are designed and designated for the support, passage and parking of motor vehicles or watercraft not otherwise contemplated in the description above; and
  - iv) regardless of location, all non-residential buildings/structures and the dredging and maintenance of all waterways on Plan 51R-18585; but does not include any Units or the Part 5 Lands and Part 6 Lands other than the armourstone and rip-rap;
- (y) "Shared Facilities Agreement" shall mean the agreement between the Corporation and XXXXXXXXX for the mutual use, management, operation, maintenance, repair and cost sharing of the Shared Facilities;
- (z) "Standard Unit" shall mean those components of a Unit that are standard and shall be insured under the Corporations property insurance policy subject to various conditions as per the Act, Declaration and Bylaw. Any components not included in the Standard Unit shall be considered an improvement and are the Unit Owners responsibility to insure or not, see Appendix A of this Bylaw;
- (aa) "Status Certificates" shall mean a certificate which sets out sufficient information regarding the Corporation and the Unit to assist prospective purchasers and mortgagees in making an informed decision;

- (bb) "Telecommunication Device" shall mean any signal transmission or signal reception device or any roof antenna or satellite dish or any other antenna, exterior tower antenna or satellite dish antenna for either radio, television, internet or other reception or transmission or for any other purpose and includes any exterior tower or other structure or support device that can be used as a support or otherwise in conjunction with any antenna, satellite dish or other transmission or reception device;
- (cc) "Unit" shall mean a part of the property designated as a Unit by the Description and includes the space enclosed by its boundaries and all of the land, structures and fixtures within this space in accordance with the Declaration and Description;
- (dd) "Unit Owner" shall mean the owner of a Unit and its appurtenant common interest;

## Section 2

**Traditional By-laws normally has two section 1) Duties of the Corporation and 2) Powers of the Corporation, in this template they have been for ease of understanding and will provide clarity when drafting a management agreement.**

### Corporation

- 2.01 The duties and powers of the Corporation shall include, but not be limited to, the following:
- (a) Operate, maintain and repair the Common Elements and assets of the Corporation and the repair of the Units when a Unit Owner fails to repair as provided for in the Act and in the Corporation's Declaration Section 4;
  - (b) Arrange for the supply of electricity, water and other utilities to the property and to XXXXX (in accordance with the Shared Facilities Agreement) **(require customization)** 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 such supply of electricity, water or other utility 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 apparatus and the Corporation shall not be liable for indirect or consequential damages or for damages for personal discomfort or illness, by reason of such delay;
  - (c) Supervise all public or private service companies which enter upon the Common Elements for the purpose of supplying, installing, replacing and servicing their systems;
  - (d) Determine the financial year of the Corporation by way of Board resolution but in the absence of such a resolution the financial year end shall be December 31<sup>st</sup>;
  - (e) Take all reasonable steps to collect from each Unit Owner his or her proportionate share of the Common Expenses, and maintain and enforce the Corporation's lien rights arising pursuant to the Act against each Unit in respect of which the Unit Owner has defaulted in the payment of Common Expenses, and retain and instruct legal counsel and/or the Corporation's Manager to prepare and register all certificates of liens for arrears of Common Expenses, and to ultimately discharge the said liens following payment of the respective amounts owing;

- (f) Prepare certificates of lien and Status Certificates as required in accordance with the provisions of the Act, the Declaration and the By-laws;
- (g) Arrange for financial audits of the affairs of the Corporation to be made after every year-end assuring auditors' statements are available to the Unit Owners and mortgagees; financial audited statements shall be presented annually at a general meeting of the Owners;
- (h) Prepare an annual budget for the Condominium 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. Any expenditures not contemplated in the budget and for which the Corporation shall not have sufficient funds may be assessed at any time during the year in addition to the Common Expenses, by the Corporation serving notices of such further assessment on all Unit Owners which shall include a written statement setting out the reasons for the additional assessment;
- (i) Advise all Unit Owners promptly in writing of the amount of Common Expenses payable by each and deliver copies of the budget on which such Common Expenses are based, to all Unit Owners and mortgagees entered on the record;
- (j) Keep accurate accounts and send to each Unit Owner the annual financial audit with accompanying statements in respect thereto and keep such accounts open for inspection by Unit Owners;

Pass a By-law to borrow money for a specified purpose which By-law is subject to least sixty six and two-thirds (66 2/3) percent majority of the Unit Owners (22 of the 32) vote in favour of confirming it, with or without amendment; and a copy of it is registered in accordance with the Act;

*(This provision is more restrictive than the Act and may not be legally enforceable. Owners passing this By-law are requesting the Board of Directors respect the Owners enhanced governance requirements and have raised the requirement to 66 2/3%)*

- (k) Establish and maintain one or more reserve funds which shall be used solely for the purpose of major repair and replacement of the Common Elements and assets of the Corporation. No part of a Reserve Fund shall be used for any other purpose. The Board does not require the majority consent of the Unit Owners in attendance (including proxies) of a duly called Unit Owners meeting to make a Reserve Fund expenditure if;
  - i) necessary to replace or repair various components that will have an immediate detrimental effect on usage, safety, Common Elements or Units;
  - ii) an order by a government agency;
  - iii) in accordance with the most recent approved Reserve Fund study;

*(This provision is more restrictive than the Act and may not be legally enforceable. Owners passing this By-law are requesting the Board of Directors respect the Owners enhanced governance requirements and have raised the requirement to 66 2/3%)*

**Personally my favorite provision; currently the Act gives the Board pretty much total control of the Corporations Reserve Funds. The wording of this provision**

**will not interfere with objectives of the Corporation Reserves and the intention is to stop the Board from spending unnecessary reserve fund without the Owners approval.**

**Once again we were warned that this provision is more restrictive than the Act and may not be enforceable.**

- (l) Invest the Reserve Fund held by the Corporation, in keeping with the Act;
- (m) Retain and hold any securities or other property, whether real or personal, which shall be received by the Corporation in the form received, whether or not the same is authorized by any law, present or future, for the investment of investment funds;
- (n) Own, acquire, encumber, lease and dispose of real and personal property only for purposes that are consistent with the objects and duties of the Corporation.
- (o) Obtain and maintain insurance for the Condominium as may be required by the Act and the Declaration and By-laws, including, without limitation, insurance against damage to the Units and Common Elements (excluding damage to any improvements made to any Units as described in the Appendix A Standard Unit);
- (p) Procure appraisals of the full replacement cost of the Common Elements and assets of the Corporation and all Standard Units that may be required by the Act and the Corporation's Declaration and By-laws, for the purpose of determining the amount of insurance to be effected on the express understanding that the question of what shall constitute an improvement made to any Unit shall be determined by reference to a Standard Unit for the class of Unit to which such Unit belongs, and in this regard, the Standard Unit for the class of Units to which all dwelling Units in this Condominium belong shall be the Standard Unit as described in the Appendix A "Standard Unit" to this By-law;
- (q) Maintain insurance for the benefit of the Directors;
- (r) Adopt and amend Rules concerning the operation and use of the Condominium;
- (s) Take all reasonable steps to ensure that the Residents, the lessees of the Common Elements (if any), and the agents and employees of the Corporation comply with the provisions of the Act and the Corporation's Declaration, By-laws and Rules;
- (t) Employ and dismiss personnel necessary for the maintenance and operation of the Common Elements;
- (u) Retain a Manager on terms determined by the Board, which terms are to include automatic termination upon any of the following:
  - i) the Manager makes an assignment for the benefit of creditors;
  - ii) the Manager becomes bankrupt or insolvent;
  - iii) the Corporation is wound up or dissolved;
  - iv) the Manager remains in default of any of its covenants or obligations after seven (7) days of receipt of a written notice of such default



- (v) Terminate the retainer as referred to in Section 2.01(v) without cause by giving the Unit Owners notice that includes a statement that the Owners have the right in accordance with Section 46 of the Act to requisition a meeting of the Unit Owners allowing a Unit Owners vote on the termination, which termination shall not be effective until;
  - i) the Owners approve it at a requisitioned meeting of the Owners, or;
  - ii) 30 days after the Board has given notice of the termination to the Owners, if the Board does not receive a requisition for an Owners meeting under Section 46 of the Act within those 30 days.

**Currently the Act gives the Board total control of the retaining and terminating of management. The intention of this provision is to prevent a Board from terminating a Manager because of possible personality conflicts. The Owners want to be notified prior to the termination of a Manager.**

- (w) Settle, adjust, compromise or refer to mediation, arbitration or to the courts any claim or claims which may be made upon or which may be asserted on behalf of or against the Corporation as per Section 12;
- (x) Object to assessments under the Assessment Act, or its successor legislation, on behalf of Unit Owners. The costs thereof shall be a Common Expense of the Corporation;
- (y) Enter into an agreement with any Unit Owner who desires to make an addition, alteration or improvement to the Common Elements that is not otherwise contrary to the Act or the Corporation's Declaration, By-laws or Rules.
- (z) Maintain and enforce the Shared Facilities Agreement and observe and comply with all of the terms and provisions contained in that Agreement, in addition to complying with all of the requirements set forth in the Act, and all of the terms and provisions set forth in the Declaration and the By-laws;

### Section 3

#### Board of Directors

##### 3.01 Board

The Board shall manage the affairs of the Corporation in accordance to the Act, Declaration and By-laws.

##### 3.02 Number of Directors

There shall be three (3) Directors of the Board.

#### 3. Qualifications

- (a) Every Director shall;
  - i) be a natural person who is eighteen (18) or more years of age;
  - ii) be a Unit Owner or a family member of a Unit Owner;

- iii) make use of the Unit as a residence;
- iv) guarantee the Unit will not be in default of Common Expenses;
- v) not be a party in any proceeding against the Corporation;
- vi) not be in an undischarged bankrupt; and
- vii) not be mentally incompetent.

**Units maybe owned by a variety of identities for estate planning or for tax purposes and the above provision take this into consideration. May require customization to the Corporations individual requirements**

(b) Every Director will cease to be a Director immediately when the Director;

- i) notifies the Corporation in writing of their intention to resign; or
- ii) no longer meets the qualifications as per Section 3.03(a); or
- iii) is removed upon a confirmative vote of the Unit Owners (in accordance with the Act).

#### 4. Consent of Director

No election or appointment of a person as a Director shall be effective unless he or she consents in writing to act as a Director, either before the meeting at which such person was so elected or appointed, or within ten (10) days thereafter. A person shall be deemed to have consented to his or her election or appointment as a Director if such person is present at the meeting when so elected or appointed, and does not refuse to act as a Director.

#### 3.05 Term of Office

The Directors of the Corporation shall be elected in rotation, and shall be eligible for re-election. At the first Owners' meeting, after the passage of this By-law, one (1) Director shall be elected to hold office for a term of one (1) year; one (1) Director 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. Such Directors may, however, continue to act until their successors are elected. If more than one (1) Director whose term is not of equal duration shall resign from the Board prior to the expiration of their respective terms, and shall be replaced at a meeting of Unit Owners called for that purpose, then the Director or Directors receiving the greatest number of votes shall complete the longest term of the remaining terms of the resigning Directors. At each annual meeting thereafter, a number of Directors equal to the number of Directors retiring in such year shall be elected for a term of three (3) years.

#### 3.06 Filling Vacancies

If a vacancy in the membership of the Board occurs, other than by way of removal by a vote of Unit Owners or as a result of the number of Directors being increased, then provided a quorum of the Board remains in office, the majority of the remaining Directors of the Board may appoint any qualified person to be a Director of the Board to fill such vacancy until the next annual meeting, at which time the vacancy shall be filled by way of an election by the Unit Owners. However, when there is not a quorum of Directors remaining in office, the Directors then in office shall forthwith call a meeting of Unit Owners to fill all the vacancies, and in default thereof (or if there are not Directors in office) the meeting may be called by any Unit Owner.

A vacancy resulting from an increase in the number of Directors shall be filled only by election at a meeting of Unit Owners duly called for that purpose, and the Director(s) so elected shall act until the By-law increasing the number of Directors is registered under the Act.

### 3.07 Indemnification of Directors

Every Director of the Corporation and the person's heirs, executors, administrators, 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 sustains or incurs in respect of any action, suit or proceeding that is proposed or commenced against the person for or in respect of anything that the person has done, omitted to do or permitted 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.

No Director of the 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.

### 3.08 Conflict of Interest

#### **(Somewhat traditional provision)**

Every Director of the Corporation who has, directly or indirectly, any material interest in any contract or transaction, to which the Corporation is or will be a party or any material interest in a proposed contract or transaction to which the Corporation will be a party (and that is or will be material to the Corporation), shall declare his or her interest in such contract or transaction (and shall correspondingly disclose in writing the nature and extent of such interest), at the meeting of the Board at which said contract or transaction (or said proposed contract or transaction) is first considered, or alternatively at the next meeting of the Directors held after such Director first became so interested, in accordance with the provisions of the Act. The Board shall enter the disclosure made by such Director in the minutes of the meeting of the Board at which the disclosure was made. Such Director shall not be present during discussions at the said meeting, shall refrain from voting, and shall not, in respect of such contract or transaction, be counted in the quorum, unless such Director's interest in such contract or transaction is (or would be) limited solely to the liability insurance for Directors described in the Act.

If a Director has complied with the requirements of the Act, then such Director, if he or she was acting honestly and in good faith at the time the contract or transaction was (or is) entered into, shall not, by reason only of holding the position of Director, be accountable to the Corporation or to any Unit Owners for any profit or gain realized from such contract or transaction, and such contract or transaction shall not be voidable by reason only of the Director's interest therein. Even if such Director has not fully complied with the requirements of the Act, provided such Director was acting honestly and in good faith at the time the contract or transaction was (or is) entered into, such

Director shall not, by reason only of holding the position of Director, be accountable to the Corporation or to any Unit Owners for any profit or gain realized from such contract or transaction (and such contract or transaction shall not be voidable by reason only of the Director's interest therein) if the contract or transaction is confirmed or approved by at least two-thirds of the votes cast at a meeting of Unit Owners duly called for that purpose, and the nature and extent of the Director's interest are declared and disclosed in reasonable detail in the notice calling the meeting.

**Or**

### **An alternative to the above for Corporations having conflict of interest issues**

#### **3.08 Conflict of Interest**

**No individual who has, directly or indirectly, any material interest in any contract or transaction, to which the Corporation is or will be a party to, will be a Director.**

#### 3.09 Standard of Care

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

#### 3.10 Seal

The seal of the Corporation shall be in the form impressed hereon (or in the margin immediately beside this Section). Notwithstanding that the Corporation has a seal, any documents or instruments executed by or on behalf of the Corporation, and intended to bind the Corporation (including any documents or instruments that would ordinarily require the seal of the Corporation to be affixed thereto) 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 any such documents or instruments for and on behalf of the Corporation, and such documents or instruments shall accordingly have the same force and effect (for all purposes) as if same had been executed under the seal of the Corporation.

### Section 4

*(Intentionally there is no reference to non Director Officers which may be found in traditional general By-law because; extremely confusing, there are no practical benefits for a Condominium Corporation, and Provision remains in the Act)*

#### Officers of the Board

#### 4.01 Appointment of Officers

The Board shall appoint a President, a Secretary and a Treasurer. Such appointments shall occur at the first Board meeting after each election of Directors and at any time a vacancy occurs.

#### 4.02 Duties of Officers

##### (a) The President

The President has the responsibility to generally supervise the business and affairs of the

Corporation. The President may delegate some or all of his or her authority to another Director of the Board. The President must be elected by the Directors by show of hands, or by secret ballot if one of the Directors so requests.

(b) The Secretary

The Secretary is responsible for giving notices of meetings or otherwise as required by the Act. The Secretary is responsible to ensure that proper minutes of meetings are recorded. The Secretary must use his or her best efforts to attend all meetings of the Board and Unit Owners. If the Secretary cannot attend a meeting, the Secretary may appoint someone deemed suitable by the Secretary to act in the place of the Secretary. The Secretary is the custodian of all books, papers, records, documents and other instruments belonging to the Corporation other than financial documents to be maintained by the Treasurer. The Secretary may, with the consent of the Board permit the Manager or such other person as the Board deems suitable to be the custodian of all books, papers, records, documents and other instruments belonging to the Corporation. If such delegation is to occur, the Secretary shall maintain oversight and ultimate responsibility of such materials, despite the Manager being delegated such responsibilities.

(c) The Treasurer

The Treasurer is responsible to see that proper financial records of the Corporation are kept. The Treasurer is also responsible for the safe-keeping of financial documents and evidence of investments and liabilities. The Treasurer may, with the consent of the Board, delegate some or all of the actual accounting responsibilities and safekeeping of documents to the Manager or such other person as the Board deems advisable. If such delegation should occur, the Treasurer shall maintain oversight and ultimate responsibility for the accounting responsibilities and safekeeping of documents, despite the Manager being delegated such responsibilities. Without limiting the generality of the foregoing, the Treasurer shall assist in preparing:

- i) the annual budget (together with the annual financial statements to be presented to the Unit Owners at the annual general meeting);
- ii) in consultation with the Manager and any other person(s) as may be selected by the Board, a Reserve Fund plan, if and when required; and,
- iii) in consultation with any person(s) selected by the Board, an investment plan for the Corporation's Reserve Fund.

## Section 5

### Meetings of the Board

#### 5.01 Location\_

All meetings of the Board are to be held within the XXXXX of XXXXXX, Ontario.

#### 5.02 Calling

The Board may by resolution determine the frequency, times and locations of its regular meetings.

In addition, the Board has the power at any such regularly scheduled meeting of Directors, provided a quorum of Directors is present at the time of the resolution, to resolve not to hold one or more of such regularly scheduled meetings of the Board if it so chooses. The Board may also resolve to hold one or more meetings at a different date(s), place(s) and/or time(s) in lieu of any such regularly scheduled meetings of the Board, if it so chooses by resolution. No notice of the changed time, date or place need be given to any Director who was present at the meeting when the resolution with respect to the same was passed. However, notice of the first changed meeting date, time and place and a copy of the resolution must be given to each Director who was not so present at least forty-eight (48) hours prior to the first of any such changed meetings but not thereafter for any subsequent meeting whose dates, times or locations changed or set by the said resolution.

A quorum of the Directors may, at any time, call a meeting for the transaction of any business. The person calling the meeting shall give written notice of same to all Directors. There must be at least forty-eight (48) hours notice of a Directors' meeting given to each Director unless the quorum of Directors that is calling the meeting is of the opinion there is/are pressing and significant reason(s) for holding the meeting after a lesser period of notice and a short written summary of the reason(s) is/are included on the notice of meeting and the same is signed by a quorum of Directors prior to such notice being given to all the Directors.

#### 5.03 Chairperson

The President is to act as chairperson if the President is present at such meetings. If the President is not present the Secretary is to act as chairperson. Despite the foregoing provisions, those present at a meeting may vote to have someone else to act as chairperson. Notice

Notice of meetings of the Board is to be given in writing to each Director by any of the following:

- (a) personal delivery of the notice of meeting at least forty-eight (48) hours before the time when the meeting is to be held;
- (b) mailing the notice of meeting by ordinary mail at least seven (7) days before the time when the meeting is to be held;
- (c) facsimile (telecopier) transmission at least forty-eight (48) hours before the time when the meeting is to be held;
- (d) electronic (e-mail) transmission at least forty-eight (48) hours before the time when the meeting is to be held; or,
- (e) any other generally accepted means of giving notice, including any means of notice that the Director to be given notice has agreed to in writing, provided that such notice is given at least forty-eight (48) hours before the time when the meeting is to be held.

Notice is to be directed at the latest address, facsimile or electronic mail address of the Director as shown on the records of the Corporation, pursuant to 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 its substance shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise founded thereon.

#### 5.05 Conference Calls

One or more Directors may participate in a meeting of the Board by means of such telephone, electronic or other communications facilities which permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously. Any Director participating in a meeting by such means is deemed to be present at the meeting, for the purposes of determining quorum.

All of the Directors must consent in writing to such means of holding a meeting generally or in respect of a particular meeting. Such consent is effective whether it is given before or after the meeting to which it relates. A general written consent to such form of meeting need only be given once by a Director and is effective for all subsequent meetings of the Board unless and until cancelled by an instrument in writing delivered to the Board by the Director in question.

#### 5.06 Quorum

Two (2) Directors shall constitute a quorum for the transaction of business at any meeting of the Board.

#### 5.07 Voting

Voting shall be by a show of hands or recorded vote. With respect to votes by a show of hands, a declaration by the chairperson as to the outcome of the vote and an entry to that effect in the minutes of the meeting shall, in the absence of specific evidence to the contrary, be accepted. In such case other proof of the number or proportion of the votes recorded in favour of or against any question or resolution is not needed.

If voting by a show of hands is proposed, any Director may demand (prior to the vote being taken) that voting take place by secret ballot. Such a demand may be withdrawn.

#### 5.08 Reschedule of Meetings Lacking a Quorum

Any such meeting of Directors that does not acquire or loses quorum shall be adjourned to a date, time and place that is established by a quorum of Directors and of which notice is given failing which the same shall automatically be adjourned and rescheduled.

#### 5.09 Waiver of Notice of Meeting

Any Director, who attends a meeting, shall be deemed to have waived the right to object to a failure by the Secretary to give the required notice of any such meeting, unless such Director expressly objects to such failure, at the commencement of such meeting.

#### 5.10 Consent of Director at Meeting\_

A Director who is present at a meeting of Directors is deemed to have consented to any resolution passed at such meeting or to any action taken thereat, 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.

A Director who votes for (or consents to) a resolution is not entitled to dissent pursuant to the foregoing provisions hereof.

## 5.11 Deemed Consent of a 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 (7) 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.

## 5.12 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 advisory 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 Shared Facilities, services or amenities (or any portion thereof).

# Section 6

## Meetings of Unit Owners

### 6.01 Location

All meetings of Unit Owners are to be held within the XXXXX of XXXXXXXX, Ontario.

### 6.02 First General Meeting

Pursuant to the Act, the Board shall hold the first general meeting of Unit Owners not more than sixty (60) days following the registration of the Corporation's amalgamation Declaration, and subsequently within six (6) months of the end of each fiscal year of the Corporation. The Unit Owners shall, at such first meeting, appoint one or more auditors to hold office until the close of the next annual meeting, and if the Unit Owners fail to do so, the Board shall forthwith make such appointment. The remuneration of an auditor shall be fixed by the Unit Owners (if the auditor is appointed by the Unit Owners), or fixed by the Board (if authorized to do so by the Unit Owners, or if the auditor is appointed directly by the Board). The Corporation shall give notice in writing to an auditor of his or her appointment forthwith after such appointment is made.

### 6.03 Annual General Meeting

The Annual General Meeting of the Unit Owners shall be held at such time and on such day in each year, as the Board may from time to time determine, however, the Annual General Meeting of the Unit Owners shall take place within six (6) months following the Corporation's fiscal year end, for the purposes of:

- (a) hearing and receiving the reports and statements required by the Act and the Corporation's Declaration, By-laws and Rules;
- (b) electing Directors;
- (c) appointing the auditor;



- (d) fixing, or authorizing the Board to fix, the auditor's remuneration;
- (e) conducting such other business as may properly be brought before the meeting;
- (f) permitting other or new business to be raised by any person entitled to attend the meeting; and,
- (g) laying before each annual meeting of Unit Owners an audited financial statement made in accordance with generally accepted accounting principles, as well as the report of the auditor to the Unit Owners , and such further information respecting the financial position of the Corporation as the Act, and the Corporation's Declaration, By-laws and Rules may demand.

The Board shall also have the power to call at any time a meeting of the Unit Owners to be held at such time and such place as the Board may determine.

#### 6.04 Chairperson

The President is to act as chairperson if the President is present at such meetings. If the President is not present at a meeting, the Secretary is to act as chairperson.

Despite the foregoing provisions, those present at a meeting may vote to have someone else act as chairperson of the meeting.

#### 6.05 Notice

At least fifteen (15) clear days notice, which shall include neither the date of mailing nor the date of the meeting, shall be provided in writing, stating the place, the date and the hour of the meeting of Unit Owners to:

- (a) the Corporation's auditor; and
- (b) every Unit Owner and mortgagee whose name appears in the Corporation's records, pursuant to the Act, on the twentieth (20th) day before the date of any such meeting.

The Corporation shall not be obliged to give any notice to any Unit Owner who has not notified the Corporation that he or she has become a Unit Owner (nor to any Unit Owner who has not provided his or her address for service to the Corporation), nor to any mortgagee who has failed to notify the Corporation of his or her address for service, and that he or she has become a mortgagee and is authorized or empowered in such mortgage to exercise the right of the mortgagor to vote or consent at a meeting of Unit Owners, in the place and stead of the Unit Owner /mortgagor. Each notice of meeting of Unit Owners shall specify the nature of the business to be presented at the meeting, or have appended to it an agenda of the matters to be considered at such meeting, and shall be accompanied by a copy of all proposed changes (if any) to the Corporation's Declaration, By-laws and Rules and/or agreements involving the Corporation that are to be discussed at the meeting (if applicable), together with a copy of any requisition by any Unit Owner or Unit Owners made pursuant to the Act (if applicable). No vote shall be taken at a meeting of Unit Owners on any matter, other than routine procedural issues, unless that matter was clearly disclosed in the notice of the meeting.

#### 6.06 Voting

Voting at shall be by a show of hands or recorded vote.

If voting by a show of hands is proposed, any Director or Unit Owner may demand (prior to the vote

being taken) that voting take place by secret ballot. Such a demand may be withdrawn. Voting for the election of Directors, however, shall be by secret ballot only unless acclaimed.

With respect to votes by a show of hands, a declaration by the chairperson as to the outcome of the vote and an entry to that effect in the minutes of the meeting shall, in the absence of specific evidence to the contrary, be accepted. In such case other proof of the number or proportion of the votes recorded in favour of or against any question or resolution is not needed.

Unless otherwise provided in the Act, all questions proposed for the consideration of the Unit Owners at a meeting of the Unit Owners shall be determined by a majority of the votes cast by Owners present at the meeting in person or by proxy. Co-Unit Owners

If two or more persons own a Unit, or own a mortgage in respect of which a right to vote is exercisable, any of the Owners or mortgagees, as the case may be, may vote at an Owners' meeting, in the absence of the other Owner (s) or mortgagee(s), but if more than one of them is present or is represented by proxy, then they shall vote in agreement with each other, failing which the vote for such Unit shall not be counted.

#### 6.08 Multiple Unit Mortgages

If a Unit is subject to more than one mortgage for which the mortgagee has the right to vote at a meeting of Unit Owners in the place and stead of the Unit Owner/mortgagor, then the mortgagee who has the priority may exercise that right, and in such case no other mortgagee may exercise that right. If, however, a mortgagee who has priority fails to exercise that right, then the mortgagee who is next in priority may exercise that right. If none of the mortgagees who has the right to vote or consent on behalf of the Unit Owner/mortgagor exercises that right, then the Unit Owner/mortgagor shall have the right to vote at a meeting of Unit Owners, provided such Unit Owner is otherwise entitled to vote in accordance with the provisions hereof.

#### 6.09 Reschedule of Meetings Lacking Quorum

Any meeting of Unit Owners that does not acquire or loses quorum shall be adjourned to a date, time and place that is established by the Board and of which notice is given as prescribed herein and by the Act.

#### 6.10 Waiver of Notice

Any Director, Unit Owner or mortgagee who attends a meeting, shall be deemed to have waived the right to object to a failure by the Corporation to give the required notice of any such meeting, unless such Director, Unit Owner or mortgagee or his or her proxy (as the case may be) expressly objects to such failure, at the commencement of such meeting.

#### 6.11 Requisitioned Meetings

A requisition for a meeting of Unit Owners may be made pursuant to the Act by those Unit Owners who, at the time the Board receives the requisition;

(a) own at least fifteen per cent (15%) of the Units of the Condominium;

(b) are listed in the record maintained by the Corporation under the Act; and

(c) are entitled to vote.

In order to permit the Board to determine if the persons signing the requisition are shown on the register and entitled to vote, the names of all requisitionists must be legibly printed or typed under the signature of each requisitionist.

Any signature that is not identified by a legibly printed or typed name of the signatory shall not be counted or otherwise considered in determining if the requisite percentage of Unit Owners have signed the requisition for a meeting.

#### 6.12 Proxies and Director Nominations

An instrument appointing a proxy for the election or removal of a Director at a meeting of Unit Owners is required by the Act to state the name of the Director(s) for and against whom the proxy is to vote. A proxy shall only be accepted as valid if such instrument is in the prescribed Forms, pursuant to Ont. Reg. 48/01, or such successor provision or regulation thereto. During any recorded vote, valid proxies shall be considered ballots for the election or removal of Directors.

#### 6.13 Quorum

At any Owners' Meeting, a quorum shall be constituted when Unit Owners are present in person or represented by proxy owning at least thirty three percent (33 1/3 %) of the Units.

#### 6.14 Persons Entitled to be Present

The only persons entitled to attend an Owners' meeting shall be Unit Owners, those that qualify as Directors under Section 3.03, mortgagees entered in the records, Corporation's auditors, a representative of the Manager. Any other person may be admitted only on the invitation of the Chairperson of the Owners' Meeting.

#### 6.15 Omissions and Errors

The accidental omission to give any notice to anyone entitled thereto or the non-receipt of such notice or any error in any notice not affecting its substance shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise founded thereon.

### Section 7

#### Banking and Execution of Documents

#### 7.01 Banking

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

thing on the Corporation's behalf to facilitate such banking business.

#### 7.02 Specific Resolution May Permit One Person to Sign Documents

The Board may by specific resolution direct who may sign any particular document and whether any particular document need only be signed by one person. A general resolution giving such signing authority to just one person is not permitted unless such person is the Manager appointed by the Board and under contract to the Corporation.

#### 7.03 No Seal

Notwithstanding 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 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 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.

### Section 8

#### Unit Owners Common Expense and Additional Assessments Obligations

#### 8.01 Collection of Monthly Common Expenses\_

Each Unit Owner shall be obliged to pay to the Corporation the amount of Common Expenses assessed against such Unit Owner, in equal monthly payments on the first day of each and every month for the 12 month period or other period of time to which such assessment is applicable, until such time as a new assessment is given to such Unit Owner.

The Unit Owner may arrange for the payment of his proportionate share of the Common Expenses by means of a pre-authorized chequing or other similar plan approved by the Board whereby the Corporation shall be entitled to debit the bank account of the Unit Owner each month to collect one-twelfth (1/12) of the annual assessment. The acceptance by the Board of this alternate method of payment by the Unit Owner does not constitute a waiver of the Unit Owner's obligation to pay his proportionate share of the annual assessment as hereinbefore provided and, where the Unit Owner fails to ensure that the Corporation is able to make automatic monthly deductions from his bank account or where the Unit Owner terminates the plan or there are insufficient funds in the account to cover the automatic deduction, the then unpaid balance of the Unit Owner's assessment shall become immediately due and payable together with interest thereon calculated in accordance with Section 8.03 iii) until paid.

#### 8.02 Additional Assessments

Additional assessments shall be payable by each Unit Owner within ten (10) days after the delivery thereof to such Unit Owner, unless a further period of time has been determined by the Board and set out in such notice.

### 8.03 Defaults in Payment of Monthly Common Expense and Additional Assessments

The following procedures shall be taken for the collection of Common Expense payments:

- (a) The Corporation shall assess a late fee to cover administration costs, the amount of which shall be determined by the Board from time to time and set by resolution of the Board. Such fees shall be assessed upon any payments unpaid by the 7th day of the month.
- (b) Upon default by any Unit Owner in the payment of his contribution toward Common Expenses the Corporation shall notify the Unit Owner of default at his address as recorded in the Corporation's records. If such default is not remedied by the Unit Owner within seven (7) days of the date of receipt of the notice as defined pursuant to Article 6.0, the Corporation shall institute lien proceedings in accordance with the Act.
- (c) Arrears of payment required to be made under the provisions shall bear interest at the rate determined by the Board on a yearly basis, or in default of such determination, 18% per annum calculated and compounded monthly not in advance, effective as of the date the Unit Owner has fallen into arrears until payment has been received, in full, from the Unit Owner. 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 and other 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; and
- (d) When lien proceedings are instituted by the Corporation to collect Common Expenses from the Unit Owner, there shall be added to any amount found due all costs of such action including costs as between a solicitor and his own client.

## Section 9

### Unit Owners' Obligation with Respect to the Corporations Insurance Deductible

And

### Recommended Individual Unit Owners Insurance

#### 9.01 Unit Owners' Obligation with Respect to the Corporations Insurance Deductible

Pursuant to the Act, where any insurance policy obtained or maintained by the Corporation contains a deductible. The amount of the deductible 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 Unit Owner, by or through any act or omission causes damage 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 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 Unit Owner in the same manner (and upon the same terms) as unpaid Common Expenses.

#### 9.02 Recommended Individual Unit Owners Insurance\_

The following insurance is recommended to be obtained and maintained by each Unit Owner at such Unit Owner's expense:

- (a) Insurance on any improvements to a Unit, as set out in Appendix A Standard Unit. Insurance for improvements, furnishings, fixtures, equipment, decorating and personal property and chattels of the Unit Owner contained within the Unit and the personal property and chattels stored elsewhere on the Common Elements, including automobiles, and for loss of use and occupancy of the Unit in the event of damages are not covered as part of the insurance obtained and maintained by the Corporation. Every such policy of insurance should contain waiver of subrogation against the Corporation, its Manager, agents, employees and servants, and against the other Unit Owners and any Unit's Residents except for any damage arising from arson, fraud, vehicle impact, vandalism or malicious mischief caused or contributed by any of the aforementioned parties;
- (b) Public liability insurance covering any liability of any Unit Owner or any resident to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation; and
- (c) Insurance covering the deductible on the Corporation's main policy for which a Unit Owner may be responsible.

### Section 10

#### Records

##### 10.01 Inspection of Records

Unit Owner or mortgagee may inspect any records of the Corporation on two business (2) days prior written notice to the Board. If the records being inspected are in excess of two (2) years old as at the date of such record inspection, then Unit Owners may inspect such records only after prepayment of the costs of such inspection as determined by the Board.

If photocopies are made during such inspection the costs of same shall be paid before removal of the copies by the Unit Owner. The charge for photocopies shall be the same as that charged by the retailer "Staples".

**Items in Subsections 10.02 and 10.03 are mandatory for a general By-law to be Condo-Ology® Certified; withholding information from Owners is unacceptable.**

##### 10.02 Records Available Annually\_

A copy of the following documents shall be furnished free of charge at least once per year, to any mortgagee or Unit Owner on demand:

- (a) the most recent financial statement;
- (b) current Condominium budget;
- (c) current Shared Facilities budget;
- (d) certificate or memorandum of all insurance policies
- (e) the most recent report of the auditors; and,
- (f) approved minutes of meetings of the Board and of the Unit Owners (for up to one year prior to the date of request).

Any request for more than one (1) copy of the documents listed above shall only be complied with upon payment of a reasonable sum representing the costs of production and supply.

#### 10.03 Records Available Electronically

With the exception of aforementioned Section 10.02 electronic copies of the following documents shall be furnished free of charge to any Unit Owner or mortgagee on demand;

- (a) the most recent monthly financial statement;
- (b) Condominium budget;
- (c) Shared Facilities budget;
- (d) all registered Condominium documents;
- (e) Rules;
- (f) management agreement
- (g) most recent auditor's financial report;
- (h) current Reserve Fund study;
- (i) certificate or memorandum of all insurance policies;
- (j) all approved minutes of both Board and Unit Owners meetings (for up to one year prior to the date of request); and
- (k) any other document pertaining to the management and operation of the Condominium as may reasonably be requested.

#### 10.04 Records Maintained

The Corporation shall keep and maintain all records required by the Act, including the following lists, items, records and documents; namely:

- (a) all financial records of the Corporation, relating to the operation of the Corporation, for at least

six (6) years from the end of the last fiscal period to which they relate;

- (b) the minute book of the Corporation, containing amongst other things, the minutes of Unit Owners' meetings and the minutes of Board meetings;
- (c) a copy of the registered Declaration, together with the registered By-laws and current Rules of the Corporation, including a copy of all applications made under Section 109 of the Act to amend the Declaration (if applicable) for which the Court has not made an order, as contemplated in the Act;
- (d) the seal of the Corporation;
- (e) copies of all agreements entered into by the Corporation, including all management contracts, deeds, leases, licenses, easements and agreements entered into by the Corporation pursuant to the Act that bind or affect any Unit(s);
- (f) copies of all policies of insurance, and the related certificates or memorandum of insurance for each of the Corporation's current insurance policies, and copies of all insurance trust agreements;
- (g) bills of sale or transfers for all items that are assets of the Corporation, but not part of the property;
- (h) a record of the names and corresponding addresses for service of each Unit Owner and mortgagee that the Corporation receives in writing from Unit Owners and mortgagees respectively, in accordance with the provisions of the Act;
- (i) a record of all written notices received by the Corporation from Unit Owners who lease their respective Units, or who renew any such leases, pursuant to the Act, as well as all written notices received by the Corporation from Unit Owners confirming that any such leases have been terminated and not renewed, pursuant to the Act;
- (j) all records which the Corporation has or possesses (or which are under its control) related to the Units or to employees of the Corporation; all existing warranties and guarantees for all equipment, fixtures and chattels included in the sale of either the Units or the common elements, that are not protected by warranties and guarantees given directly to a Unit Owner;
- (l) the as-built architectural, structural, engineering, mechanical, electrical and plumbing plans;
- (m) the as-built specifications, indicating all substantive changes, if any, from the original specifications;
- (n) all existing plans for underground site services, site grading, drainage and landscaping, and television, radio or other communication services;
- (o) all other existing plans and information not mentioned in the preceding subparagraphs and hereof, that are relevant to the repair or maintenance of the property;
- (p) a record of all Reserve Fund studies, and all plans to increase the Reserve Fund pursuant to the Act;



- (q) a copy of any order appointing an inspector or administrator, if applicable, pursuant to the Act, together with any report that the Corporation receives from an inspector in accordance with the Act;
- (r) a copy of all Status Certificates issued by the Corporation under the Act, together with copies of all notices issued by or to the Corporation which accompany (or are referred to in) said Status Certificates, including all notices issued under the Act, within the previous ten (10) years;
- (s) a copy of all notices of meetings of Unit Owners, sent by or on behalf of the Corporation (specifying the nature of the business to be presented at each meeting, or having respectively appended to them an agenda of the matters to be considered at each meeting), within the previous ten (10) years;
- (t) a copy of all notices of lien issued by the Corporation to delinquent Unit Owners pursuant to the Act, in respect of which the corresponding certificates of lien have not been discharged or vacated by court order;
- (u) all instruments appointing a proxy for a meeting of Unit Owners, for not more than ninety (90) days from the date of the meeting at which the proxies were utilized, pursuant to the Act;
- (v) all records relating to actual or pending litigation (or insurance investigations) involving the Corporation as contemplated in the Act, together with copies of all outstanding judgments against the Corporation, as contemplated in the Act;
- (w) a copy of the budget of the Corporation for the current fiscal year, together with the last annual audited financial statement and auditor's report on such statements, as contemplated in the Act;
- (x) a copy of all minutes of settlement and/or written decisions by any mediator or arbitrator appointed pursuant to 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.

## Section 11

### Notice

#### 11.01 How Notice is to be Given

A notice that is required to be given to an Owner shall be:

- (a) delivered to the Owner personally;
- (b) sent by prepaid mail addressed to the Owner at the address for service that appears in the record; sent by facsimile transmission; or
- (c) sent by 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.

#### 11.02 Notice to persons not listed on the Corporations Records

Notice to persons whose address does not appear in the Corporations records shall be given by forwarding same to any address(es) for such persons known to the Board.

#### 11.03 When notice is deemed to be received

Any notice shall be deemed to have been received by the recipient:

- (a) if delivered personally, when delivered;
- (b) if mailed, deemed to have been received on the fifth (5th) business day following mailing on the day it is mailed; or,
- (c) if sent by other form of electronic transmission, upon receipt of such transmission being received.

#### 11.04 Notice to the Corporation

Any notice to be given to the Board of the Corporation shall be sufficiently given by mailing the Notice Document by prepaid ordinary mail or registered mail to the address for service of the Corporation and shall be deemed to have been received on the fifth (5th) business day following mailing.

#### 11.05 Failure to Give Proper or Any Notice

Failure to give proper notice or any notice to anyone entitled to notice shall not invalidate any action taken at any meeting or other proceeding for which notice should have been given.

## Section 12

### Dispute Resolution

#### 12.01 Disputes

The Unit Owners and the Corporation (the foregoing being collectively referred to herein as the "Parties"), agree to use their best efforts to resolve any disputes or matters which may arise between them in respect of the Declaration, By-laws and Rules through good faith negotiations, and the Parties further agree that they shall resort to legal proceedings or arbitration against each other only as a last resort. If, after using their best efforts to resolve any such dispute or matter, such dispute or matter cannot be resolved by good faith negotiations, then any such dispute, other than with respect of non-payment of any Unit Owner's Common Expenses Costs, shall be determined in the following manner.

#### 12.02 Mediation and Arbitration

- (a) If the Parties are unable to resolve the question or matter in dispute through good faith negotiations, as contemplated in Section 12.01 above, then any Party may serve notice upon the others to submit such dispute to mediation (the "Mediation Notice"). The Parties shall, within thirty (30) days after receiving the "Mediation Notice", select a mediator to assist the Parties in dealing with the particular question or matter in dispute, and the Parties shall attempt to mediate their differences, and the mediator shall confer with the Parties and endeavor to

obtain a settlement with respect to the disagreement submitted to mediation within sixty (60) days after the date a mediator is selected. If the mediator is not able to resolve the matter within this sixty day (60) day period the mediator shall give written notice to the Parties confirming that the Parties have not been able to resolve the question or matter in dispute. The Parties shall initially share equally in the costs of the mediator; however, the settlement shall specify the share of the mediator's fees and expenses that each Party is required to pay. Upon obtaining a settlement between the Parties with respect to the disagreement submitted to mediation, the mediator shall make a written record of the settlement which shall form part of the agreement or matter that was the subject of the mediation;

(b) If good faith negotiations and the mediation process described above are exhausted, and the Parties are still unable to resolve the question or matter in dispute, within thirty (30) days after the mediator delivers a notice to the Parties stating that the mediation has failed, the Parties agree to submit the question or matter in dispute for resolution by a single arbitrator whose appointment is agreed upon by the Parties, and the decision of the arbitrator shall be binding upon the Parties hereto, and no legal recourse shall be exercised by either Party hereto with respect to the question or matter in dispute until the arbitration has been completed;

(c) The Parties shall appoint a single arbitrator to pass upon the particular question or matter in dispute. In the event that the Parties are unable to agree upon a single arbitrator, each Party shall appoint one arbitrator within seven (7) days of the meeting and notify the other Party. The arbitrators so appointed shall, within seven (7) days of the appointment of the last arbitrator so appointed, choose a single arbitrator who is to pass upon the particular question or matter in dispute. If any Party neglects or refuses to name an arbitrator within seven (7) days of being requested to do so by another Party, the arbitrators named by the other Parties hereto shall appoint a single arbitrator as aforesaid, which single arbitrator so appointed shall proceed to resolve the dispute in accordance with the Arbitrations Act, 1991, and the Parties agree that the arbitrator's decision shall be final and shall not be subject to appeal by either Party other than on a question of law in accordance with Subsection 45(2) of the Arbitrations Act, 1991 or pursuant to a specific ground for appeal or for setting aside the arbitrator's award pursuant to Section 46 of the Arbitrations Act, 1991 or such successor provision or regulation thereto.

#### 12.03 Condition Precedent

Whenever arbitration is required by Section 12, commencement and completion of such arbitration in accordance with Section 12 shall be a condition precedent to the commencement of an action at law or in equity in respect of the question or matter in dispute being arbitrated that is appealable as contemplated in Section 12.02(c).

#### 12.04 Continued Obligations

For clarity, notwithstanding any dispute, until the question or matter in dispute is finally determined by mediation or by arbitration, the disputing Party shall continue to comply with the Act, Declaration, By-laws and the Rules and to pay all amounts required to be paid by it in accordance with this Section.

### Section 13

#### Miscellaneous

#### 13.01 Gender

The use of the masculine gender in this By-law, and attending appendices, shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include plural wherever the context so requires, and vice versa.

13.02 Invalidity

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

13.03 Wavier

No restriction, condition, obligation or provision contained in this By-law, and attending appendices, shall be deemed to have been abrogated or waived because of any failure to enforce the same, irrespective of the number of violations or breaches that may occur.

13.04 Headings

The uses of headings in this By-law are for convenience of reference only and shall not affect the interpretation of this By-law.

13.04 Italic fonts within brackets

The uses of italic font's words or statements within brackets are for convenience of reference only and shall not affect the interpretation of this By-law but will assist in the understanding.

**The above 13.04 could be considered a radical recommendation especially from the legal industry. I am extremely proud of this suggestion and as far as I know a provision such as this has never been done. The first step of transparent accountability is the understanding of the Corporation's governing documents. This provision objective is to assist all Owners with the understanding of the By-law.**

13.05 Alterations

This By-law or any part thereof, including the attending appendices, may be repealed, varied or amended only by a By-law passed in accordance with the provisions of the Act.

13.06 Conflicts

In the event of a conflict or inconsistency between the provisions of the Act and the Corporation's Declaration, By-laws or Rules, the Act shall prevail. In the case of a conflict or inconsistency between the provisions in the Declaration and any provision in the By-laws or Rules of the Corporation, the Declaration shall prevail. In the event that the Act and the Declaration are silent regarding the matter or issue addressed by any of the By-laws, then the provisions of the By-law shall prevail.

The Undersigned, being duly elected Directors of the Corporations, hereby confirm pursuant to the provisions of the Condominium Act, 1998, S.O. 1998, c.19, that the foregoing By-law No. 1 was duly passed by a majority of the Corporation's Unit Owners, at the properly constituted meetings.

DATED at the XXXX of XXXXXX, this        day of        , 2015

XXXXX STANDARD CONDOMINIUM CORPORATION NO. XXXX

Per: \_\_\_\_\_  
Name:  
Title: President

Per: \_\_\_\_\_  
Name:  
Title: Treasurer

I/We have authority to bind the Corporation.

## **Appendix A**

### **Standard Unit**

**Some in the industry states the industry standard definition for a Standard Unit is what is referred to as a 'Bare Bones' Standard Unit. The opposite, I assume would be referred to as the 'Bells and Whistles' Standard Unit**

**Every Corporation has different insurance needs and if we blindly accepted that the industry standard is the Bare Bones definition in assent are downloading relatively reasonable insurance costs of the Corporation onto the Owners at a tremendous additional cost.**

**Property coverage for an Owner maybe 4 to 7 times to that of what a Corporation may pay.**

**Great care must be taken in determine a Standard Unit definition or By-law**