

SCHEDULE

Form 11
Condominium Act, 1998

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

York Condominium Corporation No. 529 (known as the "**Corporation**") certifies that:

1. The copy of By-law Number 7, attached as Schedule A, is a true copy of the By-law.
2. The By-law was made in accordance with the *Condominium Act, 1998*.
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

Dated this 28th day of December, 2014.

York Condominium Corporation No. 529

By: 
Name: Heather Blomberg
Title: President

I have authority to bind the Corporation.

By: 
Name: Georgina Veldhorst
Title: Secretary

I have authority to bind the Corporation.

SCHEDULE "A"

YCC 529 – Standard Unit and Insurance Deductible By-law

YORK CONDOMINIUM CORPORATION NO. 529

BY-LAW NO. 7

WHEREAS the board of directors may by by-law determine what constitutes a standard unit for the residential units within the corporation, for the purpose of determining the responsibility for repairing improvements after damage and insuring same;

AND WHEREAS the board of directors may pass a by-law to extend the circumstances under which unit owners would be held responsible for the deductible applicable for the repair of their respective unit(s) following damage;

Be it enacted as a by-law of York Condominium Corporation No. 529, (hereinafter referred to as "**Corporation**") as follows:

1. **Purpose:** The purpose of this by-law is to determine what constitutes an improvement to a unit, with respect to subsections 89(2)(3) and 99(2)(3) the *Condominium Act, 1998* S.O. (the "**Act**"). This by-law in no way purports to amend or affect the definition of the units as prescribed by Schedule "C" of the Corporation's declaration or any obligations or responsibilities prescribed by the Corporation's declaration.
2. **Residential Unit Class A:** The standard unit for the residential units in Class A, (being Units 7 to 10 inclusive on Level 2; Units 7 to 10 inclusive on Level 3, and Units 7 to 9 inclusive on Level 4) shall consist of those items as listed in **Schedule "A"** attached hereto (the "**Residential Unit Class A - Standard Unit**"), subject to the following provisions:
 - (i) any of the materials listed in **Schedule "A"**, may be replaced with a material that is of similar or better quality and finish, should the original materials not be available for any reason. Should a dispute arise with respect to same, the final and unfettered determination shall be that of the board of directors;
 - (ii) should a dispute or disagreement arise over the quality and/or finish of any item listed in **Schedule "A"**, the final and unfettered determination of same shall be reserved to the board of directors; and,
 - (iii) the Residential Unit Class - Standard Unit shall not include any flooring material (unless otherwise provided for in **Schedule "A"**) and/or any light fixtures (unless otherwise provided for in **Schedule "A"**).

Anything not included as part of the Residential Unit Class A - Standard Unit shall be deemed to be an improvement made to a unit, as that term is defined by Sections 89 and 99 of the *Act*.

3. **Residential Unit Class B:** The standard unit for the residential units in Class B, (being Units 1 to 6 inclusive on Level 1; Units 1 to 6 inclusive on Level 2; Units 1 to 6 inclusive on Level 3; Units 1 to 6 inclusive on Level 4; Units 1 to 6 inclusive on Level 5) shall consist of those items as listed in **Schedule "B"** attached hereto (the "**Residential Unit Class B - Standard Unit**"), subject to the following provisions:
 - (iv) any of the materials listed in **Schedule "B"**, may be replaced with a material that is of similar or better quality and finish, should the original materials not be available for any reason. Should a dispute arise with respect to same, the final and unfettered determination shall be that of the board of directors;
 - (v) should a dispute or disagreement arise over the quality and/or finish of any item listed in **Schedule "B"**, the final and unfettered determination of same shall be reserved to the board of directors; and,
 - (vi) the Residential Unit Class - Standard Unit shall not include any flooring material (unless otherwise provided for in **Schedule "B"**) and/or any light fixtures (unless otherwise provided for in **Schedule "B"**).

Anything not included as part of the Residential Unit Class B - Standard Unit shall be

deemed to be an improvement made to a unit, as that term is defined by Sections 89 and 99 of the Act.

4. **Corporation Asset Unit Class:** If the Corporation at any time owns any unit(s), then the said unit(s) shall, only for the duration that the Corporation retains ownership of same, be classified as the **"Corporation Asset Unit Class - Standard Unit"**. The Corporation Asset Unit Class - Standard Unit shall include everything that falls within the boundaries of said unit(s), as those boundaries are described by the Corporation's declaration, excluding any and all chattels therein unless specifically determined otherwise by the board from time to time, by resolution.

5. **Owners' Insurance:** Unit owner(s) shall be responsible to maintain and repair all improvement(s) and shall insure all improvement(s) made to their units as provided for in the Corporation's declaration.

6. **Indemnification for the Corporation's Insurance Deductible:** Each owner shall indemnify and save the Corporation harmless from the amount which is the lesser of:

- i. any deductible payable by the Corporation pursuant to any policy of insurance held by the Corporation, that is applicable to the repair of damage to each owner's respective unit or units; or,
- ii. the actual costs attributable to the repair of each owner's unit or units,

regardless of fault, so long as the damage is not as a result of an act or omission on part of the Corporation, its directors, officers or agents.

7. **Indemnification for the Corporation's Insurance Deductible - Damage from a Unit to other Units and/or Common Elements:** Where damage occurs to a unit or units or to the common elements and the origin of the damage is from a unit or any part of the unit as that term is defined by the Corporation's declaration (herein after referred to as the **"X-Unit"**), the owner of the X-Unit shall indemnify and save the Corporation harmless from the amount which is the lesser of:

- i. any deductible payable by the Corporation pursuant to any policy of insurance held by the Corporation, that is applicable to the repair of damage of the common elements or of any other unit or units including the X-Unit; or,
- ii. the actual costs attributable to the repair of the common elements or of any unit or units,

regardless of fault, so long as the damage is not as a result of an act or omission on part of the Corporation, its directors, officers or agents.

8. The owner of an X-Unit shall be responsible for any payment to the Corporation under this by-law regardless of whether the owner's guests, the owner's lessee, the lessee's guests, or visitors of the owner or lessee, were in the unit or the common elements without the permission of the owner.

9. **Indemnification for the Corporation's Insurance Deductible - Damage to Common Elements:** Where a unit owner or the owner's lessee, or the guest, visitor, contractor, licensee or agent of the owner or lessee, as the case may be, causes damage to the common elements, the unit owner shall indemnify and save the Corporation harmless from the amount which is the lesser of:

- i. any deductible payable by the Corporation pursuant to any policy of insurance held by the Corporation, that is applicable to the repair of damage of the common elements; or,
- ii. the actual costs attributable to the repair of the common elements.

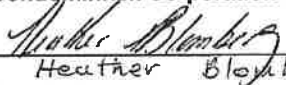
10. **Payments Owed to the Corporation Deemed to be Common Expenses:** Any payment which is required to be made pursuant to this by-law by any unit owner or owners shall be and is hereby deemed to be common expenses attributable to the said unit owners' unit and shall be recoverable as such.

11. **The Quantum of the Deductible:** The deductible for each insurance policy of the Corporation shall be deemed to be reasonable unless otherwise determined by a court or arbitrator of competent jurisdiction.
12. **Severability:** Each of the provisions of this by-law shall be deemed to be independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity or enforceability of the remainder of this by-law.
13. **Gender:** The use of the masculine gender in this by-law shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include plural wherever the context so requires.
14. **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.
15. **Headings:** The headings in the body of this by-law form no part hereof but shall be deemed to be inserted for convenience of reference only.
16. **Statutory References:** Any references to a section or sections of the Act in this by-law (or in any by-laws or rules hereafter enacted by the Corporation) shall be read and construed as a reference to the identical or similarly appropriate section or sections (as the case may be) of any successor legislation to the Act.

The foregoing by-law is hereby enacted as By-law No. 7 of York Condominium Corporation No. 529, said by-law having been passed by the board of directors on the 8th day of October, 2014, and duly approved by the owners of a majority of the units of the Corporation voting in favour of confirming it on the 3rd day of October, 2014, without variation, pursuant to the provisions of the *Condominium Act*, 1998, S.O.

DATED this 28th day of December, 2014.

York Condominium Corporation No. 529

By: 
Name: Heather Bloyberg
Title: President

I have authority to bind the Corporation

By: 
Name: Georgina Veldhorst
Title: Secretary

I have authority to bind the Corporation

Y.C.C. #529

SCHEDULE "A"

"OLD HOUSE UNITS"

Suite #207-210/307-310/407-409

Residential Unit Class A - Standard Unit

SUITE LIVING AREAS & BEDROOMS

- All interior walls painted with flat white latex paint except for kitchen & bathrooms which are a white eggshell finish, and woodwork and trim which are white semi-gloss finish. Window sills are finished with oil based semi gloss paint
- 3 ½" high baseboards throughout, except in kitchen, bathrooms, and storage areas
- Switch controlled split wall receptacles throughout
- White standard electrical switches and receptacles and cover plates throughout
- Telephone outlets in living room, kitchen, den and all bedrooms
- Co-axial cable outlets for TV in living room and all bedrooms

CLOSETS

- All interior walls painted with flat white latex paint except for kitchen & bathrooms which are a white eggshell finish, and woodwork and trim which are white semi-gloss finish. Window sills are finished with oil based semi gloss paint
- 3½" high baseboards throughout, except in kitchen, bathrooms, and laundry/storage areas
- Front hall closet has sliding masonite doors with aluminium frames and tracks
- Bedroom closet has a standard hollow door with moldings
- All closets are finished inside with drywall and have one shelf

CEILINGS

- White stucco/stipple thorough-out units excluding bathrooms and kitchen

KITCHEN

- Choice of colour of standard laminate counter top with 3" laminate back splash
- Basic double stainless steel sink with single lever chrome faucet
- Standard exhaust fan vented to exterior
- Choice of colour of standard pressboard and laminate cabinet and cabinet doors

MASTER ENSUITE BATHROOM

- Choice of colour of standard laminate vanity with countertop and sink, with choice of colour of standard pressboard and laminate cabinet doors
- Single lever chrome faucet
- Chrome faucet & handles on tub
- Standard white single piece toilet
- Standard white bathtub with basic standard white ceramic tile, chrome shower head and handles & pressure balanced water temperature controls
- Standard exhaust fan vented to exterior
- Privacy lock on bathroom door & standard hollow door with moldings

SECOND BATHROOM (in two bedroom units)

- Choice of colour of standard laminate vanity with countertop and sink, with choice of colour of standard pressboard and laminate cabinet doors
- Single lever chrome faucet
- Chrome faucet & handles on tub
- Standard white single piece toilet
- Standard white bathtub with basic standard white ceramic tile, chrome shower head and handles & pressure balanced water temperature controls
- Standard exhaust fan vented to exterior
- Privacy lock on bathroom door & standard hollow door with moldings

WINDOWS

- Window frames to be finished with 3" wood trim moldings
- Bay windows to finished with cornice 3" wood moldings
- Wood sills to be wood on all windows

COMFORT SYSTEMS

- Individually controlled thermostat for air-conditioning

SUITE SAFETY AND SECURITY

- Basic smoke detector
- Window safety latches

LIGHT FIXTURES

- Builder's grade basic light fixtures throughout the suite

TECHNICAL FEATURES

- Individual electrical service panel with circuit breaker box

In accordance with paragraph 2 of this by-law:

- (1) Any of the aforementioned materials may be replaced with a material that is of similar quality and finish, should the original materials not be available for any reason. Should a dispute arise with respect to same, the final and unfettered determination shall be that of the board of directors.
- (2) All materials set out in Schedule "A" are standard builder's grade quality, unless specifically stated otherwise. Should a dispute/disagreement arise over the quality and/or finish of any item listed above, the final and unfettered determination of same shall be reserved to the board of directors.
- (3) The Residential Unit Class - Standard Unit shall not include any flooring material of any sort (i.e. without limiting the generality of the foregoing, carpet, wood floor and/or tiles, and any underlay and adhesive of any sort).

Y.C.C. #529

SCHEDULE "B"
"ANNEX UNITS"

Suite #101-106/201-206/301-306/401-406/501-506

Residential Unit Class B - Standard Unit

SUITE LIVING AREAS & BEDROOMS

- All interior walls painted with flat white latex paint except for kitchen & bathrooms which are a white eggshell finish, and woodwork and trim which are white semi-gloss finish. Window sills are finished with oil based semi gloss paint
- 3 ½" high baseboards throughout, except in kitchen, bathrooms, and storage areas
- Switch controlled split wall receptacles throughout
- White standard electrical switches and receptacles and cover plates throughout
- Telephone outlets in living room, kitchen, den and all bedrooms
- Co-axial cable outlets for TV in living room and all bedrooms

CLOSETS

- All interior walls painted with flat white latex paint except for kitchen & bathrooms which are a white eggshell finish, and woodwork and trim which are white semi-gloss finish. Window sills are finished with oil based semi gloss paint
- 1 ½" high baseboards
- Front hall closet has a standard hollow door with moldings
- Bedroom closet has a standard hollow door with moldings
- All closets are finished inside with drywall and have one shelf

CEILINGS

- White stucco/stipple thorough-out units excluding bathrooms and kitchen

KITCHEN

- Choice of colour of standard laminate counter top with 3" laminate back splash
- Basic double stainless steel sink with single lever chrome faucet
- Standard exhaust fan vented to exterior
- Choice of colour of standard pressboard and laminate cabinet doors

MASTER ENSUITE BATHROOM

- Choice of colour of standard laminate vanity with countertop and sink, with choice of colour of standard pressboard and laminate cabinet doors
- Single lever chrome faucet
- Chrome faucet & handles on tub
- Standard white single piece toilet
- Standard white bathtub with basic standard white ceramic tile, chrome shower head and handles & pressure balanced water temperature controls
- Standard exhaust fan vented to exterior
- Privacy lock on bathroom door & standard hollow door with moldings

SECOND BATHROOM (in two bedroom units)

- Choice of colour of standard laminate vanity with countertop and sink, with choice of colour of standard pressboard and laminate cabinet doors
- Single lever chrome faucet
- Chrome faucet & handles on tub
- Standard white single piece toilet
- Standard white bathtub with basic standard white ceramic tile, chrome shower head and handles & pressure balanced water temperature controls
- Standard exhaust fan vented to exterior
- Privacy lock on bathroom door & standard hollow door with moldings

COMFORT SYSTEMS

- Does not include - Individually controlled heat/cool electric unit with thermostat

SUITE SAFETY AND SECURITY

- Basic smoke detector
- Window safety latches

LIGHT FIXTURES

- Builder's grade basic light fixtures throughout the suite

TECHNICAL FEATURES

- Individual electrical service panel with circuit breaker box

In accordance with paragraph 2 of this by-law:

- (1) Any of the aforementioned materials may be replaced with a material that is of similar quality and finish, should the original materials not be available for any reason. Should a dispute arise with respect to same, the final and unfettered determination shall be that of the board of directors.
- (2) All materials set out in Schedule "B" are standard builder's grade quality, unless specifically stated otherwise. Should a dispute/disagreement arise over the quality and/or finish of any item listed above, the final and unfettered determination of same shall be reserved to the board of directors.
- (3) The Residential Unit Class - Standard Unit shall not include any flooring material of any sort (i.e. without limiting the generality of the foregoing, carpet, wood floor and/or tiles, and any underlay and adhesive of any sort).

SCHEDULE

Form 11
Condominium Act, 1998

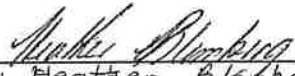
CERTIFICATE IN RESPECT OF A BY-LAW
(under subsection 56 (9) of the *Condominium Act, 1998*)

York Condominium Corporation No. 529 (known as the "Corporation") certifies that:

1. The copy of By-law Number 8, attached as Schedule A, is a true copy of the By-law.
2. The By-law was made in accordance with the *Condominium Act, 1998*.
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

Dated this 28th day of December, 2014.

York Condominium Corporation No. 529

By: 
Name: Heather Blomberg
Title: President

I have authority to bind the Corporation.

By: 
Name: Georgina Veldhorst
Title: Secretary

I have authority to bind the Corporation.

YORK CONDOMINIUM CORPORATION NO. 529

BY-LAW NO. 8

OCCUPANCY STANDARDS BY-LAW

WHEREAS the board of directors of the corporation has determined that it would be in the best interests of the corporation to control overcrowding of the residential units within the corporation in order to ensure that: (i) the overall security of the building is maintained; and, (ii) the additional costs created by a greater number of individuals living within a unit(s), with respect to maintaining and repairing of the corporation's common elements and increased utility costs forming part of the common expenses, is not unfairly borne by conforming unit owners;

AND WHEREAS the board of directors may by by-law establish the standards for the occupancy of units of the corporation for residential purposes, in accordance with section 57 of the *Condominium Act, 1998* (the "**Act**");

AND WHEREAS subsection 57(2) of the *Act* provides that standards for the occupancy of the residential units of the corporation shall be either the occupancy standards contained in a by-law passed by the council of the municipality in which the land of the corporation is situate, or standards that are not more restrictive than standards that are in accordance with the maximum occupancy for each unit based on the maximum occupancy for which the building in which the units are located was designed;

AND WHEREAS it is assumed for the purposes of this by-law that the building comprising the corporation was designed in accordance with the *Building Code Act, 1992*, S. O. 1992 c. 23 (the "**Code**") as amended;

AND WHEREAS Section 3.1.17.1(1)(b) of *Ontario Regulation 403/97* of the Code provides that the occupant load of a floor area or part of a floor area of a building shall be 2 persons per sleeping room or sleeping area within a dwelling unit or suite;

AND WHEREAS the term "*occupant load*" is defined in the Code as meaning "*the number of persons for which a building or part thereof is designed for*", and it is assumed that the occupant load has been used in the design of the building comprising the corporation to determine the size of corridors, fire escapes and other safety facilities;

NOW THEREFORE, be it enacted as a by-law of York Condominium Corporation No. 529, (hereinafter referred to as "**Corporation**") as follows:

1.0 Definitions:

"reside" or "residing": A person will be deemed to be residing in the unit for the purposes of this by-law if they live within the unit for more than 90 days in any given year. The counting of days shall be on a cumulative basis and need not be consecutive for the purposes of this by-law.

"person" or "persons": The term person or persons shall include all individuals. This will include the elderly, adults and children, but shall not include a newborn child for a period of one year following such child's birth.

"dwelling unit(s)": Are those units as identified in Schedule "C" of the Corporation's declaration.

2.0 Occupancy Standard: The number of persons permitted to reside within a dwelling unit shall be based upon the "occupant load determination" prescribed by s.3.1.17.1(1)(b) of *Ontario Regulation 403/97* of the Code, which prescribes two (2) persons per "sleeping room" or "sleeping area" in a dwelling unit or suite.

2.1 For the purposes of this by-law, a "sleeping room" or "sleeping area" shall include all originally constructed "bedroom(s)", as shown on the architectural plans forming part of the Corporation's registered description.

2.2 Notwithstanding the foregoing, a dwelling unit's foyer, corridors, closets, bathroom(s), kitchen, dining room, laundry room, storage room, solarium, den(s) and balcony as originally constructed and as shown on the architectural plans forming part of the Corporation's registered description, shall not be considered a "sleeping room" or

"sleeping area" for the purposes of this by-law.

- 2.3 Based upon sections 2.0, 2.1 and 2.2 hereof, the maximum number of persons permitted to reside within a dwelling unit (the "**Occupant Capacity**") shall be:
- (a) for one (1) bedroom or bachelor units, two (2) persons; and
 - (b) for two (2) bedroom units, four (4) persons.
- 2.4 If any unit owner or their respective tenant or guests contravenes section 2.3 hereof, by exceeding their unit's Occupant Capacity, then the Corporation may, by written notice to the unit owner, require that the unit owner remove any person(s) in excess of their respective unit's Occupant Capacity from the unit within thirty (30) days.
- 2.5 Notwithstanding sections 2.3 and 2.4 hereof, any dwelling unit which at the time this by-law becomes effective exceeds the unit's Occupant Capacity is exempt from sections 2.3 and 2.4 hereof as long as: (1) the excess persons are currently residing within the subject unit and his/her or their names have been registered as residents of the unit with the Corporation; and, (2) written notice is provided by the unit owner to the Corporation, within two (2) weeks time following the date upon which this by-law is registered, confirming that his/her unit is a non-complying unit for the purposes of this by-law and confirming the names of the persons residing within the unit. If both requirements noted above are satisfied, then the subject unit will be exempt from sections 2.3 and 2.4 above (the "**Non-Complying Unit**") only for as long as those registered residents continue to reside in the unit. The status of a Non-Complying Unit shall be noted on any status certificates issued for such unit. If a Non-Complying Unit is leased, then the unit owner, in addition to the written notice, shall provide the Corporation with a copy of the lease or a summary of said lease in accordance with section 83 of the Act. This exemption does not apply to section 3.0 of this by-law.

This exemption shall cease to apply to a Non-Complying Unit:


- (i) when all the excess persons, as recorded by the Corporation, no longer reside within the Non-Complying Unit. In this regard, if and when the excess persons in a Non-Complying Unit no longer reside within said unit, then said excess person(s) cannot be substituted or replaced with another person(s); or,
 - (ii) upon the sale, lease, renewal or termination of lease of the unit.
- 3.0 **Assessments:** If the number of individuals residing in a dwelling unit exceeds that unit's Occupant Capacity, then for the period of time in which the Occupant Capacity for that unit is exceeded, the board of directors may by resolution levy an assessment against the unit owner of the subject unit (the "**Occupancy Assessment**"), which may be comprised of the following:
- i) an assessment that reasonably reflects the increased cost of maintaining the common elements and repairing them after damage, as determined by the board of directors acting reasonably; and,
 - ii) an assessment that reasonably reflects the increased cost of using the utilities that form part of the common expenses, as determined by the board of directors acting reasonably.
- 3.1 It shall be the obligation of the unit owner to provide the Corporation with sufficient evidence that the number of persons within the subject unit no longer exceeds that unit's Occupancy Capacity.
- 4.0 **Occupancy Assessments deemed to be common expenses:** In accordance with subsection 57(5) of the Act, any Occupancy Assessments which are levied pursuant to this by-law to any unit owner or owners shall be and is hereby deemed to be common expenses attributable to the said unit owner's unit and shall be recoverable as such.
- 5.0 **Request for Information:** The Corporation may, at any time, request that a unit owner inform the Corporation as to the number of persons residing in their unit and may also request a visual inspection of the unit. The unit owner is obligated to provide the Corporation with all information requested within five (5) business days from the date the request is made. Unit owners shall indemnify the Corporation for any misleading or fraudulent information provided on their part.

- 6.0 **Severability:** Each of the provisions of this by-law shall be deemed to be independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity or enforceability of the remainder of this by-law.
- 7.0 **Gender:** The use of the masculine gender in this by-law shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include plural wherever the context so requires.
- 8.0 **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.
- 9.0 **Headings:** The headings in the body of this by-law form no part hereof but shall be deemed to be inserted for convenience of reference only.
- 10.0 **Statutory References:** Any references to a section or sections of the *Act* in this by-law (or in any by-laws or rules hereafter enacted by the Corporation) shall be read and construed as a reference to the identical or similarly appropriate section or sections (as the case may be) of any successor legislation to the *Act*.

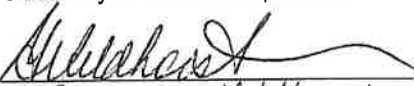
The foregoing by-law is hereby enacted as By-law No. 8 of York Condominium Corporation No. 529, said by-law having been passed by the board of directors on the 8th day of October, 2014, and duly approved by the owners of a majority of the units of the Corporation voting in favour of confirming it on the 30th day of October, 2014, without variation, pursuant to the provisions of the *Condominium Act*, 1998, S.O. 1998, c.19.

DATED this 28th day of December, 2014.

YORK CONDOMINIUM CORPORATION NO. 529

By: 
Name: Heather Blomberg
Title: President

I have authority to bind the Corporation.

By: 
Name: Georgina Veldhorst
Title: Secretary
I have authority to bind the Corporation.

Form 11
Condominium Act, 1998


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

York Condominium Corporation No. 529 (known as the "**Corporation**") certifies that:

1. The copy of By-law Number 9, attached as Schedule A, is a true copy of the By-law.
2. The By-law was made in accordance with the *Condominium Act, 1998*.
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

Dated this 25th day of February, 2015.

York Condominium Corporation No. 529

Per: 
Name: Heather Blomberg
Title: President
I have authority to bind the Corporation.

Per: 
Name: KIM BRUCE
Title: Secretary
I have authority to bind the Corporation.

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ARTICLE I

DEFINITIONS

- 1.01 The terms used herein, and any appendices attached hereto, shall have ascribed to them the definitions contained in the *Condominium Act, 1998*, Chapter 19, Statutes of Ontario 1998, the regulations made thereunder and any amendments thereto (all of which are hereinafter referred to as the "**Act**"), and in the declaration of the Corporation (the "**declaration**"). Any and all terms defined herein shall have the same meaning in any appendices attached hereto.

ARTICLE II

SEAL

- 2.01 The corporate seal of the Corporation shall be in the form impressed hereon.

ARTICLE III

REGISTER

- 3.01 The Corporation shall maintain the records required pursuant to the Act, including a record (hereinafter called the "**Register**") which shall note the name and address for service of the owner and mortgagee of each unit who has notified the Corporation of his/her entitlement to vote. The owner's address for service shall be the address of his/her unit, and the mortgagee's address for service shall be the address shown for him/her on his/her mortgage registered in the Land Titles Office, unless the Corporation is given notice of a different address by such owner or mortgagee.

ARTICLE IV

MEETING OF MEMBERS

- 4.01 **Annual Meetings:** The annual general meeting of owners shall be held at such place and at such time and on such day in each year as the board of directors of the Corporation (hereinafter called the "**board**" and/or "**Board**" and/or "**Board of Directors**") may from time to time determine, for the purpose of hearing and receiving the reports and statements required by the Act and the governing documents of the Corporation to be laid before the owners at an annual general meeting of owners, and for the purposes of electing directors, confirming by-laws passed by directors, appointing an auditor and fixing or authorizing the board to fix his/her remuneration, and for the transaction of such other business as may be properly brought before said meeting. The board shall lay before each annual general meeting of owners a financial statement made in accordance with generally accepted accounting principles, as well as the report of the auditor to the owners, and such further information respecting the financial position of the Corporation as the by-laws may require. The annual general meeting of owners of the Corporation shall be held within six months of the end of each fiscal year of the Corporation.

- 4.02 **Conduct of Meetings:** At any meeting of owners or informal owners' meeting, the President of the Corporation or failing him/her the Vice-President, or, failing him/her, a person designated by the President, or failing him/her, a person elected at the meeting shall act as Chairperson of the meeting, and the Secretary of the Corporation shall act as Secretary of the meeting, or, failing him/her the Chairperson shall appoint a secretary.
- 4.03 **Other Meetings:** The board shall have the power at any time to call a meeting of the members of the Corporation to be held at such time and such place within the said Municipality or such other place as may be determined by the board. The board shall, upon receipt of a requisition in writing made by owners (and/or a mortgagee entitled to vote) who together own at least fifteen (15%) percent of the units, call and hold a meeting of the owners in accordance with section 46 of the Act.
- 4.04 **Notices:** Unit owners shall be given written notice at least fifteen (15) days before the holding of a meeting of owners 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/she has become an owner, or to any mortgagee who has not notified the Corporation that he/she has become a mortgagee and has been authorized or empowered in his/her mortgage to exercise the right of the mortgagor to vote pursuant to 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/her candidacy in accordance with the Act.
- 4.05 **Reports and Financial Statements:** The Corporation shall, at least fifteen (15) days before the date of any annual general meeting of owners, furnish to every owner and mortgagee entered on the Register, a copy of the financial statement and auditor's report. A copy of the minutes of the meetings of owners and of the board shall, within fifteen (15) days of such meeting (if possible), be furnished to each owner, as well as any mortgagee who has, in writing, requested same and has paid a reasonable fee to compensate the Corporation for the labour and copying charges.
- 4.06 **Persons Entitled to be Present:** The only persons entitled to attend a meeting of owners shall be the owners and mortgagees entered on the Register, the auditor of the Corporation, the directors and officers of the Corporation and any others who, although not entitled to vote, are entitled or required under the provisions of the Act or the by-laws of the Corporation to be present at the meeting. The Corporation's solicitor, at the express request or invitation of the Board of Directors, shall be entitled to attend the meeting of owners. Any other person may be admitted only on the invitation of the Chairperson of the meeting or with the consent of the majority of those present at the meeting.
- 4.07 **Quorum:** At any meeting of owners, save and except where otherwise specified in the Act, a quorum shall be constituted when persons entitled to vote and owning not less than twenty-five (25%) per cent of the units are present in person or represented by proxy at such meeting. If thirty (30) minutes after the time appointed for the holding of any meeting of owners has elapsed and a quorum is not present, the meeting shall be dissolved and if it is an annual general meeting of owners, then the Corporation shall call another meeting in accordance with the Act.
- 4.08 **Right to Vote:** 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/she is currently entered on the Register as an owner or has given notice to the Corporation in a form satisfactory to the Chairperson of the meeting that he/she is an owner, may vote on all matters tabled at such meeting. 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/her right to vote, at least four (4) days before the date of the meeting, as specified in the notice of meeting. Any dispute over the right to vote shall be resolved by the Chairperson of the meeting upon such evidence as he/she may deem sufficient. 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.

- 4.09 **Method of Voting:** At any meeting of owners, 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.
- 4.10 **Representatives:** An executor, administrator, guardian or trustee of an owner or mortgagee, or the committee of a person incapable of managing property within the meaning of the Substitute Decisions Act, 1992 or subsequent applicable legislation (and where a corporation acts in such capacity, any person duly appointed as proxy for such corporation) upon filing with the Secretary of the meeting sufficient proof of his/her appointment, shall represent the owner or mortgagee at all meetings of the owners of the Corporation, and may exercise the owner's or mortgagee's vote in the same manner and to the same extent as such owner. If there be more than one executor, administrator, committee, guardian or trustee, the provisions of section 4.12 of this Article shall apply.
- 4.11 **Proxies:** Every owner or mortgagee entitled to vote at meetings of owners may, by instrument in writing, appoint a proxy, who need not be an owner or mortgagee, to attend and act at the meeting in the same manner, to the same extent, and with the same powers as if the owner or mortgagee were present himself, subject to the restrictions within the Act. The instrument appointing a proxy shall be in writing signed by the appointor or his/her attorney authorized in writing. The instrument appointing a proxy shall be deposited with the Secretary of the meeting, before any vote is cast under its authority.
- 4.12 **Co-Owners:** If two or more persons own a unit, or own a mortgage in respect of which a right to vote is exercisable, any one of the owners or mortgagees, as the case may be, may in the absence of the other owner(s) or mortgagee(s) vote, but if more than one of them are present or are represented by proxy, then they shall vote in agreement with each other, failing which the vote for such unit shall not be counted.
- 4.13 **Votes to Govern:** At all meetings of owners, every question shall, unless otherwise required by the Act, the declaration or the by-laws of the Corporation, be decided by a majority of the votes cast on the question, as set out in section 4.09 of this Article.
- 4.14 **Entitlement to Vote:** Except where, under the Act or the by-laws of the Corporation, a unanimous vote of all owners is required, an owner is not entitled to vote at any meeting if any common expense or other monetary contribution payable in respect of his/ her unit is in arrears for thirty (30) days or more prior to the meeting. An owner who is in arrears may vote at said meeting, if he/she makes payment of the full amount by certified cheque, money order, cash and/or bank draft, prior to the commencement of the meeting. Whether or not an owner has paid his/her arrears in full shall be a determination made by the board, in its full and unfettered discretion.

ARTICLE V

THE CORPORATION

- 5.01 **Duties of the Corporation:** In addition to the duties and obligations set forth in the Act and the governing documents of the Corporation, the duties of the Corporation shall include, but shall not be limited to, the following:
- a) controlling, managing and administering the common elements and assets of the Corporation;
 - b) operating, caring for, up keeping, maintaining and repairing the common elements and assets of the Corporation, in accordance with the Act and the Corporation's governing documents;
 - c) taking all reasonable steps to collect from each unit owner his/her proportionate share of the common expenses, and to maintain and enforce the Corporation's lien arising pursuant to the Act, against each unit in respect of which the owner has defaulted in the payment of common expenses;
 - d) the arranging for the supply of utilities to the common elements and units, except where 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 utility at any time becomes incapable 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 reasons of the breach of such duty;

- e) obtaining and maintaining such insurance as may be required by the Act, the declaration or the by-laws, together with any appraisals of the full replacement cost of the common elements and assets of the Corporation that may be required by the Act, the declaration or the by-laws of the Corporation for the purposes of determining the amount of insurance to be effected;
- f) repairing after damage and restoring the units and common elements in accordance with the Act and the Corporation's governing documents;
- g) 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;
- h) causing audits to be made after every year-end and making financial statements available to the owners and mortgagees in accordance with the Act and the Corporation's governing documents;
- i) the preparation of a yearly budget in accordance with the Corporation's governing documents;
- j) keeping accurate accounts and sending to each unit owner an annual statement of income and expenditures in respect thereto and keeping such accounts open for inspection by unit owners;
- k) the preparation and maintenance of records in accordance with the Act and the Corporation's governing documents;
- l) effecting compliance by the owners with the Act, the declaration, the by-laws and the rules;
- m) providing a status certificate, and such statements and information as may be prescribed by the Act, and the Corporation shall be entitled to a fee (up to the maximum prescribed by the Act from time to time) for providing same; and,
- n) 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.

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

- a) employing and dismissing personnel necessary for the maintenance and operation of the common elements;
- b) adopting and amending the rules of the Corporation concerning the operation and use of the property;
- c) employing a professional property manager or management company at a compensation to be determined by the board, to perform such duties and services as the board shall authorize;
- d) obtaining and maintaining fidelity bonds for any manager where deemed necessary by the board, and in such manner as the board may deem appropriate;
- e) investing monies held in the reserve fund(s) by the Corporation, provided that such investment shall be those permitted by the Act;
- f) settling, adjusting, compromising or referring to arbitration or the courts of any claim or claims which may be made against or asserted on behalf of the Corporation;
- g) the Corporation may from time to time:

- (i) borrow such amounts as the board may determine to be 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 declaration and by-laws of the Corporation, and securing any such loan by a mortgage, pledge or charge of any assets owned by the Corporation, and adding the repayment of such loan to the common expenses;
- (ii) charge, mortgage, hypothecate or pledge all or any of the real or personal property of the Corporation, including book debts and unpaid calls, rights, powers, franchises and undertakings to secure any such securities or other money borrowed, or other debts or any other obligation or liability of the Corporation;
- (iii) delegate to such one or more of the officers and directors of the Corporation as may be designated by the directors all or any of the powers conferred by this Article to such extent and in such manner as the directors shall determine at the time of such delegation; and,
- (iv) give indemnities to any director or other person who has undertaken or is about to undertake any liabilities on behalf of the Corporation or any corporation controlled by it, and secure any such director or other person against loss by giving him/her by way of security a mortgage or charge upon the whole or any part of the real and personal property, undertaking and rights of the Corporation,

provided that any such borrowing or loan that would result in total borrowing aggregating more than one (1) month's total contribution to common expenses, in the fiscal year the borrowing or loan takes place, shall require the prior approval of owners who own the majority of units in the Corporation, at a meeting of owners duly called for that purpose;

- h) retaining any securities or other real or personal property received by the Corporation, whether or not the same is authorized by any law (present or future) for the investment of trust funds;
- i) selling, conveying, exchanging, assigning or otherwise dealing with any real or personal property at any time owned by the Corporation, at any price, on such terms, and in such manner as the board may in its sole discretion deem advisable, and to do all things and execute all documents required to give effect to the foregoing;
- j) by by-law, to lease any part of the common elements, except any parts that the declarant are to be used by the owners of one or more designated units and not by all the owners provided that such leasing shall not be for any private commercial activity;
- k) by by-law to grant or transfer an easement through the common elements; and
- l) 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 cable television service agreement with a cable provider (if any), in a form as agreed to by the board;
 - (iv) any utility servicing agreement required for the provision of utilities to 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, and any two of either the President or a Vice-President, together with the Secretary or

any other director are hereby authorized to execute any of the aforesaid agreements on behalf of the Corporation.

ARTICLE VI **BOARD OF DIRECTORS**

- 6.01 **Overall Function:** The affairs of the Corporation shall be managed by the board.
- 6.02 **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. All matters are to be decided by a simple majority vote provided quorum of the board is present. Notwithstanding vacancies, the remaining directors may exercise all the powers of the board so long as a quorum of the board remains in office.
- 6.03 **Qualifications:**
- a) To qualify as a director of the Corporation, one must:
 - (i) be:
 - (a) a resident owner;
 - (b) a resident spouse of an owner or a resident immediate family member of an owner; or
 - (c) if the owner is a corporation, an officer appointed by the corporation, as evidenced by a certified copy of a directors' resolution,

of a residential unit within the Corporation, (hereinafter referred to as "Unit" for the purpose of this section 6.03 and section 6.04). That stated, a Unit shall not include any unit(s) owned by the Corporation. In addition, there may only be one (1) representative from a Unit, serving as a director on the board at any one time. This applies equally to anyone who may own more than one Unit, as he, she or it may collectively only have one (1) representative on the board at any one time, regardless of the number of Units owned;
 - (ii) be eighteen (18) years of age or older;
 - (iii) not be an undischarged bankrupt;
 - (iv) not be incapable of managing property within the meaning of the *Substitute Decisions Act, 1992*;
 - (v) not be in arrears of common expenses for sixty (60) days or more;
 - (vi) execute a "Directors' Code of Ethics" form prior to being elected to the Board, or in any event within ten (10) days following election, in the form attached hereto as **Appendix 1**, as may be amended from time to time by Board resolution;
 - (vii) not have resigned or been removed from the Board and one (1) year have not passed from the date that said director's term would have expired. The Board may, by resolution, if it deems appropriate, provided a quorum is still present, resolve that this specific section does not apply to an individual that resigned from the Board due to unforeseen circumstances;
 - (viii) not have been convicted of a criminal offence in Canada or any other jurisdiction in the past ten (10) years; and,
 - (ix) not be, directly or indirectly, or have a parent, spouse, or child who is, a party in any legal proceeding which involves the Corporation, where such party's interest is adverse to the Corporation's interests. Such proceeding shall include, but not be limited to, a court action or application, mediation, arbitration, human rights complaint, labour relations complaint, privacy complaint or any other judicial or quasi-judicial process.
 - b) A director shall cease to be qualified to be a director of the Corporation and/or shall be deemed to have resigned from the Board, if the director:

- (i) ceases to comply with any of the requirements of subparagraph 6.03 (a) above;
- (ii) is absent from three (3) consecutive duly called Board meetings, such Board meetings to be at least twenty-one (21) days apart, unless the remaining Board members, provided a quorum is still present, pass a resolution to excuse such absence; or
- (iii) resigns orally at a meeting of directors, or resigns in writing, in which case such resignation shall be irrevocable.

For the purposes of this section 6.03, the following terms shall be ascribed the following meaning:

- (1) "owner" shall mean the owner noted in the Corporation's records as such. If a dispute arises over whether or not a candidate is an owner of an Eligible Unit within the Corporation, then the onus shall be on the person in question to provide the Corporation with sufficient evidence that he or she is duly qualified to be a director in this regard;
- (2) "spouse" shall be as defined in Part III of the *Family Law Act, R.S.O. 1990, Chapter F.3* and any amendments thereto, except that upon separation, a spouse shall be deemed to no longer be a spouse of an owner of an Eligible Unit within the Corporation. A letter in writing and duly executed by the owner in such an instance, shall be deemed sufficient evidence of the separation for the purposes of this section 6.03; and
- (3) "immediate family member" shall be defined to be a son or daughter or parent or sibling (including a son and daughter-in-law, sister and brother-in-law, mother and father-in-law) of an owner.

6.04 Election and Term: The directors of the Corporation shall be elected in rotation and shall be eligible for re-election. The term for directors shall be three (3) years, unless specified otherwise herein. At the owners' meeting where this by-law is passed, there will be two (2) additional directors elected (the "Additional Directors") to fill the two (2) director's positions being created pursuant to this by-law. The initial terms for the Additional Directors shall be as follows: (i) one (1) director shall be elected for an initial term of two (2) years; and, (ii) one (1) director shall be elected for an initial term of three (3) years. 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. The retiring directors may, however, continue to hold office notwithstanding the expiry of their respective terms, until their successors are elected. 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/her term, the determination of who shall be elected to a full three (3) 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. If the directors are elected by acclamation and the terms of office to be filled are unequal, then the directors at their first meeting shall determine the distribution of terms.

6.05 Removal of Directors: A director may be removed in accordance with the provisions of section 33 of the Act.

6.06 Filling of Vacancies: If a vacancy arises on the Board of Directors, then such vacancy shall be filled in accordance with the terms and provisions of section 34 of the Act, provided that where a board is allowed to fill the vacancy, then the board may exercise its authority and fill the said vacancy in the board in accordance with same.

6.07 Calling of Meetings of the Board of Directors: 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 the Vice-President, or any other two (2) directors may determine, and the Secretary shall call meetings when directly authorized by the President or by the Vice-President or by any other two (2) directors to do so. In addition to any other provision in the by-laws, a quorum of directors may, at any time, call a meeting of the directors for the transaction of any business. Unless otherwise provided in the by-laws of the Corporation to the contrary, notice of any meeting so called shall be given personally, by ordinary mail, by email or by telefax, to each director at the address for service given by each director to the Corporation (or if no such address for service has been given, then to his/her last known place of residence) not less than forty-eight (48) hours (excluding any part of a Sunday or of a holiday as defined by the

Legislation Act, 2006 S.O. 2006, c. 21, Sch. F. and any amendments thereto) 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 the meeting or otherwise signified in writing their consent to the holding of such meeting. If the notice is delivered personally, then the notice is deemed to be received the same day it is delivered. If any notice of a directors' meeting is mailed or sent by email or telefax as aforesaid, then same shall be deemed to have been received and to be effective on the second (2nd) business day following the date on which same was mailed, or on the first (1st) day following the date on which same was sent by email or by telefax.

- 6.08 **Regular Meetings:** The board may appoint a day or days in any month or months for regular meetings at a place and hour to be named. A copy of any resolution of the board fixing a place and time of regular meetings of the board shall be sent to each director forthwith after being passed, but no other notice shall be required for any such regular meeting. The board may conduct its meetings by teleconference or another form of communications system that allows the directors to participate concurrently, as approved by the board by resolution from time to time, provided that all directors consent to the means used.
- 6.09 **First Meeting of New Board:** The board may, without notice, hold its first meeting for the purpose of organization, and for the election and appointment of officers, immediately following the meeting of the owners during which time the directors of the board were elected, provided that a quorum of directors is present.
- 6.10 **Disclosure by Directors of Interest in Contracts:** Every director (the "Interested Director") of the Corporation who has, directly or indirectly, any material interest in any material contract or transaction or proposed contract or proposed transaction (the "Contract" or "contract" for the purpose of Sections 6.10 to 6.14 hereof) to which the Corporation is or will be a party (other than one in which his/her interest is limited to remuneration as a director, officer or employee), shall declare his/her interest in such contract or transaction. This disclosure shall be made as follows:
- a) at the meeting of the directors of the Corporation where the Contract is first considered by such board;
 - b) if the Interested Director is not at such meeting, then he/she shall disclose such interest at the next meeting of the directors held after the director becomes interested in such Contract;
 - c) if the director becomes interested in such Contract on or after it is entered into by the Corporation, then the Interested Director shall disclose such interest at the first meeting of directors held after the Interested 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 of the majority of the directors or owners, then the Interested Director shall disclose such interest in the Contract at the first meeting of the directors held after the Interested Director becomes aware that he/she is interested in the Contract,
- and the board shall enter the disclosure made by the Interested Director under this section, in the minutes of the meeting of the board at which the disclosure was made.
- 6.11 The Interested Director shall disclose the nature and extent of such interest. If the Contract involves the purchase 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, then the Interested Director shall disclose the price that the said seller paid to acquire such property, provided that the Interested Director has, or can reasonably acquire, such knowledge.
- 6.12 The Interested Director shall not be present during the discussion of the Contract at the directors meeting. In addition, the director shall not count towards the quorum for that portion of the meeting in which the Contract is considered or voted upon and the Interested Director shall not be permitted to vote with respect to any aspect of the Contract, unless the Interested Director's interest:
- a) is limited solely to insurance described in section 39 of the Act or the remuneration of a director or officer of the Corporation; or,

- b) arises or would arise solely as a result of the Interested Director being a director, officer or employee of the declarant, and the Interested Director was appointed to the first board pursuant to section 42 of the Act.
- 6.13 A general notice in writing to the board by a director declaring that he/she is a director or officer of, or has a material interest in, any company or other entity that is a party to a contract or proposed contract with the Corporation, is a sufficient declaration of his/her interest in relation to any contract so made. If a director has made a declaration or disclosure of his/her interest, and has not voted in respect of the contract or transaction, then such director, if he/she was acting honestly and in good faith at the time the contract or transaction was entered into, is not by reason only of holding the office of director accountable to the Corporation or to any owners for any profit or gain realized from such contract or transaction, and such contract or transaction is not voidable by reason only of the director's interest therein.
- 6.14 Notwithstanding that an Interested Director does not comply with the provisions of this by-law, then such director, if he/she were acting honestly and in good faith at the time the contract or transaction was entered into, is not by reason only of holding the office of director accountable to the Corporation or to any owners for any profit or gain realized from such contract or transaction, provided that he/she complies with and satisfies the provisions of subsection 40(8) of the Act.
- 6.15 **Standard of Care:** Every director and officer shall exercise the powers and discharge the duties of his/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.
- 6.16 **Protection of Directors and Officers:** No director or officer shall be liable for the acts, neglect or default of any other director or officer, or for any loss or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired by resolution or order of the board for or on behalf of the Corporation, or for the insufficiency or deficiency of any security in, or upon which, any of the monies of the Corporation shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any of the monies, securities or effects of the Corporation shall be deposited, or for any loss occasioned by an error of judgement or oversight on his/her part, or for any other loss, damage or misfortune which might happen in the execution of the duties of his/her office or in relation thereto, unless the same shall happen through or in connection with his/her own dishonest or fraudulent act or acts.
- 6.17 **Indemnity of Directors and Officers:** Every director and officer of the Corporation and their respective heirs, executors, administrators, successors, estate trustees and personal representatives shall at all times be indemnified and saved harmless by the Corporation from and against:
- a) all costs, expenses, charges, damages and liabilities which any director or officer suffers, sustains or incurs in respect of any action, suit or proceeding that is brought, commenced or prosecuted against him/her for or in respect of anything done or permitted to be done, or omitted to be done by him/her in connection with the execution of the duties of his/her office (hereinafter collectively referred to as the "Liabilities"); and,
- b) all other costs, charges and expenses which such director or officer properly sustains or incurs in relation to the affairs of the Corporation;
- unless the Act or the by-laws of the Corporation otherwise provide. The Corporation shall purchase and maintain insurance for the benefit of every director and officer of the Corporation in order to indemnify them against the Liabilities if same were incurred by any director or officer in the performance of his/her duties.

ARTICLE VII **OFFICERS**

- 7.01 **Elected Officers:** 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/her successor is elected. A vacancy occurring from time to time in such office shall be filled by the board from among its members.
- 7.02 **Appointed Officers:** From time to time the board shall appoint a Secretary, and may appoint one or more Vice-Presidents, a General Manager, a Treasurer and such other

officers as the board may determine, including one or more assistants to any of the officers so appointed. The officer so appointed may, but need not be, a member of the board. One person may hold more than one office, and if the same person holds both the office of the Secretary and the office of Treasurer, he/she may be known as the Secretary-Treasurer.

- 7.03 **Term of Office:** The board may, by resolution, remove at its pleasure any officer of the Corporation.
- 7.04 **President:** The President shall, when present, preside at all meetings of the owners and of the board, and shall be entitled, with the approval of the majority of the board present at the meeting of owners, appoint a Chairperson for the meeting. The Chairperson so appointed need not be a director or an owner. The President shall be charged with the general supervision of the business affairs of the Corporation. Except when the board has appointed a General Manager or Managing Director, the President shall also have the powers and be charged with the duties of that office.
- 7.05 **Vice-President:** During the absence of the President, his/her duties may be performed and his/her powers may be exercised by the Vice-President, or if there are more than one, by the Vice-Presidents in order of seniority (as determined by the board), save that no Vice-President shall preside at a meeting of the board or at a meeting of the owners who is not qualified to attend such meeting as a director or owner, as the case may be. If a Vice-President exercises any such duty or power, the absence of the President shall be presumed with reference thereto. A Vice-President shall also perform such duties and exercise such powers as the board may prescribe from time to time.
- 7.06 **General Manager:** The General Manager, if one is appointed, shall be responsible for the general management, subject to the authority of the board and the supervision of the President, of the Corporation's business 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.
- 7.07 **Secretary:** The Secretary shall give or cause to be given all notices required to be given to the owners, directors, auditors, mortgagees and all others entitled thereto. He/she shall attend all meetings of the directors and of the owners and shall enter or cause to be entered in books kept for that purpose, minutes of all proceedings at such meetings. He/she shall be the custodian of all books, papers, records, documents and other instruments belonging to the Corporation and he/she shall perform such other duties as may from time to time be prescribed by the board.
- 7.08 **Treasurer:** The Treasurer shall keep or cause to be kept full and accurate books of account in which shall be recorded all receipts and disbursements of the Corporation and, under the direction of the board, he/she shall control the deposit of the money, the safekeeping of securities and the disbursement of funds of the Corporation. He/she shall render to the board at any meeting thereof, or whenever required of him/her, an account of all his/her transactions as Treasurer and of the financial position of the Corporation, and he/she shall perform such other duties as may from time to time be prescribed by the board. The offices of Secretary and Treasurer may be combined.
- 7.09 **Committees:**
- a) In order to assist the board in managing the affairs of the Corporation the board may, in its full discretion, from time to time:
 - (i) constitute such advisory committees, in accordance with the Act, to advise and make recommendations to the board in connection with the activities, management, budgets, house rules or any other matters related to the common elements and the shared facilities (if applicable); and,
 - (ii) appoint members to such committees to hold office in that capacity, which members may be removed at any time by resolution of the board. The board shall in each case appoint a chairperson of the committee, which may but need not be a director of the Corporation, whose appointment and/or function shall be specified by the board by resolution. Said chairperson may be replaced at any time by resolution of the board.
 - b) **Unsanctioned Committees:** No other committee, association or group that purports to be, or may be construed by others to be, officially sanctioned by the Corporation by name, or otherwise, or is used as a means to disseminate misleading information, as determined by the board in its full and unfettered discretion, shall be permitted.

This includes any medium used in this regard including, but not limited to, newsletters, emails and web sites. The owner or operator of such committees or associations, as the case may be, shall take all corrective steps, as may be requested and deemed necessary by the Corporation, immediately upon written request for same, failing which the Corporation is authorized to commence formal proceedings including, but not limited to, an application for compliance under section 134 of the Act. Any costs incurred by the Corporation, as related to this provision, are collectible in accordance with Article XIV of this By-law and Section 30 of the Corporation's declaration.

- 7.10 **Other Officers:** The duties of all other officers of the Corporation shall be such as the terms of their engagement call for, or as the board may require of them. Any of the powers and duties of an officer to whom an assistant has been appointed may be exercised and performed by such assistant unless the board otherwise directs.
- 7.11 **Agents and Attorneys:** The board shall have the power to appoint, from time to time, agents or attorneys of the Corporation who shall have such power of management or otherwise (including the power to sub-delegate) as the board may think fit or deem appropriate.
- 7.12 **Substitute Chairperson:** In the absence of the President and Vice-President from a meeting of the Board of Directors, a quorum of directors may appoint a chairperson to act for the duration of that meeting only.

ARTICLE VIII **BANKING ARRANGEMENTS AND CONTRACTS**

- 8.01 **Banking Arrangements:** Subject to the provisions of the Act, 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 officers, 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 officer of such bank or trust company to do any act or thing on the Corporation's behalf to facilitate such banking business. All cheques drawn on the Corporation's accounts must be signed by two authorized signing officers.
- 8.02 **Execution of Instruments:** Subject to the provisions of the Act, all deeds, transfers, assignments, contracts and obligations on behalf of the Corporation may be signed by the President or a 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. Notwithstanding any provisions to the contrary contained herein, the board may, subject to the provisions of the Act, at any time and from time to time, direct the manner in which, and the person or persons by whom any particular deed, transfer, contract or obligation or any class of deeds, transfers, contracts or obligations of the Corporation may or shall be signed.

Notwithstanding the Corporation's seal, any document or instrument that would otherwise require the Corporation's seal need not be executed under seal, provided the statement "I/We have the authority to bind the Corporation" is placed below the signature(s) of the person(s) duly authorized to sign the document or instrument on behalf of the Corporation. Any document or instrument executed in this manner, shall have the same effect as placing the Corporation's seal thereupon.

- 8.03 **Execution of the Status Certificate:** Certificates provided pursuant to section 76 of the Act may be signed by any officer or any director of the Corporation, with or without the seal of the Corporation affixed thereto, provided that the board may, by resolution, direct the manner in which, and the person(s) by whom (which may include the property manager), such certificates may or shall be signed.

ARTICLE IX
FINANCIAL YEAR-END

- 9.01 Unless otherwise determined by resolution of the board, the financial year of the Corporation shall end on the 31st day of December in each year or on such other date as the board by resolution may determine.

ARTICLE X
NOTICE

- 10.01 **Method of Giving Notices:** Except as otherwise specifically provided in the Act, the declaration, 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**, by giving same to him/her, or to any director or officer of the owner, notice in writing in accordance with the terms and provisions of subsection 47(7) of the Act;
 - b) **to a mortgagee**, who has notified the Corporation of his/her interest in any unit, by giving same to him/her, or to any officer or director of such mortgagee, notice in writing in accordance with the terms and provisions of subsection 47(8) of the Act; and,
 - c) **to the Corporation**, by giving same personally to any director or officer of the Corporation, or by ordinary mail, postage prepaid, or telefacsimile 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.
- 10.02 **Receipt of Notice:** If any notice is mailed as aforesaid, then same shall be deemed to have been received and to be effective when deposited in a post office or public letter box. If delivered personally, notice shall be deemed given the same day. Telefacsimile transmissions will be deemed to have been received on the date that same are transmitted, provided if same are sent after 5:00 p.m. on any business day or during week-ends or statutory holidays, then such notice will be effective on the next business day, with a telefacsimile transmission confirmation being proper evidence of the date and time of transmission.
- 10.03 **Omissions and Errors:** Except as provided in 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 XI
ASSESSMENT AND COLLECTION OF COMMON EXPENSES

- 11.01 **Duties of the Board Re Common Expenses:** The common expenses, as provided for in the Act, and in the declaration, shall be assessed by the board and levied against the owners in the proportions in which they are required to contribute thereto. The board shall, from time to time, and at least once annually, prepare the budget for the Corporation and determine, by estimate, the amount of common expenses for the next ensuing fiscal year or remainder of the current fiscal year, as the case may be.
- 11.02 **Notice of Common Expenses to Owners:** The board shall advise each owner promptly in writing of the total amount of common expenses payable by each owner respectively, and shall give copies of all budgets on which such common expenses are based to all owners and mortgagees entered on the Register, in accordance with the provisions of the by-laws of the Corporation.
- 11.03 **Owner's Obligations:** Each owner shall pay to the Corporation the amount of common expenses assessed against such 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 owner. If the board so directs, each owner shall forward to the Corporation forthwith a series of post-dated cheques and/or a pre-authorized chequing form covering the monthly common expenses payable during the period to which such assessment relates.

- 11.04 **Extraordinary Expenditures:** Extraordinary expenditures not contemplated in the foregoing budget for which the board shall not have sufficient funds, and funds required to establish reserves for contingencies and deficits, may be assessed at any time during the year in addition to the annual assessment, by the board serving notice(s) of such further assessment(s), on all owners. The notice shall include a written statement setting out the reasons for the extraordinary assessment and shall be payable by each owner within ten (10) days from the date of the receipt of such notice, or within such further period of time and in such instalments as the board may otherwise determine.
- 11.05 **Default in Payment of Assessment:** Arrears of payments required to be made under the provisions of this article shall bear interest at the rate of twenty-four (24%) percent per annum, or such other rate as determined by a resolution of the Board, calculated and compounded monthly, not in advance, until paid, and shall be deemed to constitute a reasonable charge incurred by the Corporation in collecting the unpaid amounts within the meaning of the Act. Cheques submitted by an owner that are not honoured by the bank or financial institution upon which they are drawn, shall be subject to an administration charge.
- 11.06 **Remedies:** In addition to any remedies or liens provided by the Act, if any owner is in default of payment of a common expense assessment levied against him/her for a period of fifteen (15) days, then the board may bring legal action for and on behalf of the Corporation to enforce collection thereof, and there shall be added to any amount found due, all costs of such action, including costs on a substantial indemnity costs basis.

ARTICLE XII DEFAULT

- 12.01 **Registration of Lien:** Where a unit owner fails to pay common expenses the board shall, without exception, cause a lien to be registered by the Corporation's solicitor in accordance with the Act, to ensure that all arrears of common expenses are fully protected by said lien.

ARTICLE XIII RULES GOVERNING THE USE OF UNITS AND COMMON ELEMENTS

- 13.01 The board may make rules respecting the use of the common elements and units, in order to promote the safety, security and welfare of the owners and of the property, or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and of other units. Any rules made by the board shall be effective thirty (30) days after notice thereof has been given to each owner, unless the board is in receipt of a written requisition requiring a meeting of the owners to consider the rules. If such meeting of owners is required, then the rules shall become effective only upon approval at such meeting.

ARTICLE XIV INDEMNITY

- 14.01 Each owner shall indemnify and save the Corporation harmless from any loss, cost, damage, injury or liability ("losses"), in respect of the owner's unit, common elements or any other unit, which the Corporation may suffer or incur:
- a) which is not otherwise recoverable from insurance coverage; and,
 - b) which results from, or is caused by, any act or omission of:
 - (i) such owner; or,
 - (ii) any resident, tenant, employee, agent, invitee or licensee of such owner's unit.
- 14.02 Without limiting the generality of the foregoing, the types of losses contemplated by this article to be indemnified include:
- a) any and all legal costs incurred by the Corporation, including:
 - (i) by reason of a breach of the declaration, by-laws and/or rules of the Corporation in force from time to time;
 - (ii) any excess of legal costs incurred by the Corporation over and above costs awarded by a court;

- (iii) the cost of any legal advice given to the Corporation;
 - (iv) the cost of any letters written by the Corporation and/or the Corporation's solicitor as a result of any such acts or omissions; and/or,
 - (v) any excess of legal costs incurred by the Corporation over and above costs awarded by a court in respect of any proceedings or other steps taken, resulting from an owner's default in payment of the common expense contribution in respect of a unit;
- b) increased insurance premiums;
 - c) cleaning charges; and/or,
 - d) repair charges including any repairs to the owner's unit, any other owner's unit or the common elements.
- 14.03 All costs so indemnified pursuant to this Article shall be deemed to be additional contributions toward the common expenses payable by such owner, and recoverable as such, in accordance with Section 30 of the Corporation's declaration.

ARTICLE XV
OBJECTING TO ASSESSMENTS
Section 56 of the Act

- 15.01 **Objecting to Assessments:** The Corporation shall, by resolution and without the approval of owners, have the capacity and authority to make a complaint under section 40 of the *Assessment Act* and any amendments thereto, on behalf of any owner, provided that the Corporation provides the owner(s) with notice of same prior thereto.
- 15.02 **No Liability:** The Corporation shall not be liable for an alteration in the assessment of a unit or for any other matter relating to the complaint, except for the costs of the complaint.
- 15.03 **Costs of the Complaint:** The costs incurred by the Corporation as a result of the aforementioned complaint shall be treated, for the purpose of this by-law, as a common expense of the Corporation.
- 15.04 **Owner's Right to have the Complaint Withdrawn:** Prior to the hearing of the complaint the owner may have the complaint, made on behalf of the owner by the Corporation, withdrawn upon providing written notice of same to:
- a) the Corporation; and,
 - b) the Assessment Review Board.

ARTICLE XVI
USE AND ENJOYMENT OF THE COMMON ELEMENTS
AND ASSETS OF THE CORPORATION BY NON-OCCUPANTS
Section 56 of the Act

- 16.01 Non-resident unit owners and their family members, relatives and/or guests, shall not be entitled to use any of the common element amenities and facilities in any way whatsoever, subject to the Corporation's governing documents. The foregoing provision shall not prevent a non-resident unit owner from entering the building for the purpose of visiting his/her unit or tenant(s), or for the purpose of communicating and dealing with the manager of the Corporation. Furthermore, this provision does not in any way restrict the use of said amenities and facilities by any resident, resident unit owner and their respective family members, relatives and/or guests in accordance with the Corporation's governing documents.

ARTICLE XVII
MEDIATION/ARBITRATION PROCEDURES

- 17.01 In accordance with the Act, the board may by resolution make by-laws not contrary to the Act or to the declaration to: (a) govern the management of the property; (b) govern the use and management of the assets of the Corporation; (c) specify duties of the Corporation in addition to the duties set out in the Act and the declaration; (d) establish the procedure with respect to the mediation of disputes or disagreements between the Corporation and the

owners for the purpose of section 125 or section 132 of the Act; and, (e) govern the conduct generally of the affairs of the Corporation, among other things.

- 17.02 In furtherance of the above-noted powers and based upon the fact that there is currently no existing arbitration agreement between the Corporation and its unit owners which sets out a procedure for arbitrations, the Corporation's board of directors, on advice of counsel, is of the view that it would be prudent for the Corporation to establish the procedures for the mediation and arbitration of disputes or disagreements between the Corporation and the owners for the purpose of section 125 or section 132 of the Act, in the form attached hereto as **Appendix 2** to this by-law.

ARTICLE XVIII MISCELLANEOUS

- 18.01 **Invalidity:** The invalidity of any part or parts of this by-law, and any part or parts of the appendices attached hereto, shall not impair or affect, in any manner, the validity and enforceability of the balance thereof.
- 18.02 **Gender:** The use of the masculine gender in this by-law, and in the appendices attached hereto, 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.
- 18.03 **Waiver:** No restriction, condition, obligation or provision contained in this by-law, and in the appendices attached hereto, 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.
- 18.04 **Headings:** The headings in the body of this by-law, and in the appendices attached hereto, form no part hereof but shall be deemed to be inserted for convenience of reference only.
- 18.05 **Statutory References:** Any references to a section or sections of the Act in this by-law (or in any by-laws or rules hereafter enacted by the Corporation), and in the appendices attached hereto, shall be read and construed as a reference to the identical or similarly appropriate section or sections (as the case may be) of any successor legislation to the Act.
- 18.06 **Severability:** Each of the provisions of this by-law, including those in the appendices attached hereto, shall be deemed to be independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity or enforceability of the remainder of the provisions.

The foregoing by-law is hereby enacted as By-law No. 9 of York Condominium Corporation No. 529, said by-law having been passed by the board of directors on the 22nd day of January, 2015, and duly approved by the owners of a majority of the units of the Corporation voting in favour of and confirming it on the 25th day of February, 2015, pursuant to the provisions of the *Condominium Act, 1998, S.O.*

Dated this 25th day of February, 2015.

York Condominium Corporation No. 529

Per: _____

Name: _____

Title: _____

Heather Blomberg
Heather Blomberg
President

I have authority to bind the Corporation.

Per: _____

Name: _____

Title: _____

Kim Grob
Kim Grob
Secretary

I have authority to bind the Corporation.

APPENDIX 1
"Directors' Code of Ethics"

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

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

Care, Diligence and Skill – I will exercise the degree of care, diligence and skill of a responsibly prudent person in comparable circumstances. I will make a concerted effort to attend all Board and owners' meetings. I will act responsibly and with due diligence to become familiar with the affairs of the Corporation and to uphold its Declaration, Description Plans, By-Laws, Rules, Resolutions, Policies, Agreements and Requirements of the Condominium Act and other legislation.

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

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

Good Conduct – At all times, I will conduct myself in a professional and businesslike manner at meetings of Directors or Owners. I will approach all Board issues with an open mind, preparing to make the best decisions on behalf of the Corporation. I will act ethically with integrity and in accordance with legal criteria. I will comply with rules of good conduct and will deal with others in a respectful manner. I will comply with principles of good governance and procedural rules of order.

Support – I will abide by decisions of the majority of the Directors even though I may disagree, but I reserve the right to express my own views to owners upon non-confidential issues.

Defamation – I will not make erroneous or defamatory statements about the Corporation or any owner, resident, director, officer, manager, staff or contractor of the Corporation.

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

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

Dated at _____ this _____ day of _____, 201_____.

WITNESS: _____

DIRECTOR: _____

NAME:

NAME:

UNIT:

APPENDIX 2

Mediation/Arbitration Procedures

The mediation/arbitration procedures as noted under Article XVII of this by-law are as follows:

The Mediation of Disagreements Between the Corporation and the Owners

1. The following procedures only apply in respect of the mediation of disputes or disagreements between the corporation and one or more unit owners which are required by section 125 or section 132 of the Act to be submitted to mediation, and for greater certainty does not apply to a mediation in respect of:
 - a. an agreement between the declarant and the corporation;
 - b. an agreement between two or more corporations;
 - c. an agreement between the corporation and a person for the management of the property; or,
 - d. a disagreement between the declarant and the board with respect to the budget statement described in subsection 72 (6) of the Act or, the obligations of the declarant under section 75 of the Act (i.e. the accountability to the corporation by the declarant for the budget statement that covers the one-year period immediately following the registration of the declaration and description).
2. Where a disagreement arises between the corporation and one or more unit owners which is required by section 125 or section 132 of the Act to be submitted to mediation, either party (the "Initiating Party") may serve the other party (the "Other Party") with a document entitled "Notice of Mediation" which may be in the form attached hereto as Schedule "A" to this Appendix and which shall set out:
 - a. a statement, no longer than two 8.5" x 11" pages in length, setting out:
 - i. a brief description of the disagreement;
 - ii. why the Initiating Party requests the mediation; and,
 - iii. a statement of the resolution sought (the "Issue Statement");
 - b. the Initiating Party's choice of mediator, shall be made from a list ("The List of Mediators") of at least five mediators which the Corporation shall maintain at all times. In addition to the names of at least five mediators, The List of Mediators shall also include information as to how to contact such person including telephone numbers and e-mail addresses if available;
 - c. subject to paragraph 7 below, the proposed date(s) for the mediation within the next following 30 days; and,
 - d. the advice to the Other Party that the Other Party may propose alternative date(s) within five days from the date of the Notice of Mediation, failing which the Initiating Party's proposed date shall apply.
3. The mediators listed on The List of Mediators:
 - a. shall be at least 18 years of age;
 - b. shall not be related to any then present member of the board;
 - c. shall not be an owner or tenant of a unit within the corporation;
 - d. shall have the requisite training and/or qualifications, as determined by the board; and,
 - e. may be replaced at any time by the board in its sole and absolute discretion.
4. The mediator's function shall be to confer with the parties and endeavour to obtain a settlement with respect to the disagreement submitted to mediation.

5. Prior to sending the Notice of Mediation, the Initiating Party must clear the availability of the chosen mediator for each of the three proposed dates in the Notice of Mediation.
6. If none of the mediators on the List of Mediators is available within that 30 day period, then the Initiating Party may choose any person, who satisfies the requirements of paragraph 3 above, to act as mediator.

Time Limits for the Hearing of the Mediation

7. The mediation shall be held within 30 days of the date of the service of the Notice of Mediation, but in emergency cases, where safety or other issues which threaten the safety of persons or property are involved, the mediation may be at the earliest possible moment in which case the time period for a response from the Other Party contemplated in paragraphs 2(d) above and 9 below may be shortened to 48 hours. Whether a matter threatens the safety of persons or property, shall be a decision that will be determined solely by the property manager or the board of directors of York Condominium Corporation No. 529 (hereinafter referred to as "Corporation" and/or the "corporation").

Documents and Discovery

8. There shall be no discovery process except that along with the Notice of Mediation, the Initiating Party shall submit the Issue Statement. If the Initiating Party intends to rely on any documents, then a summary of each such document, identifying each document, its author, its date of creation, and a brief summary of its contents, shall accompany the Notice of Mediation and the Initiating Party's Issue Statement.
9. The Other Party shall submit a statement responding to the Issue Statement (the "Response Statement") which shall be no longer than two 8.5" x 11" pages in length and must be submitted within ten days from the date of the Notice of Mediation. If the Other Party intends to rely on any documents, then a summary of each such document, identifying each document, its author, its date of creation, and a brief summary of its contents shall accompany the Response Statement.

The Mediator's Fees

10. The mediator's fees for assisting the parties with the mediation of the disagreement shall be borne equally between the parties, unless a settlement agreement (if any) between the parties, or the mediator specifies otherwise.
11. Each of the Initiating Party and the Other Party shall pay to the Corporation to hold in trust, an initial deposit of \$750.00 each (or such other greater amount required by the mediator) (the "Deposit Funds"), which must be paid to the Corporation no later than the date and time that the party serves its Issue Statement or Response Statement as the case may be. The Deposit Funds shall be held by the Corporation in trust and are to be applied against the mediator's fees in accordance with paragraph 10 above. The Deposit Funds must be provided in the form of a certified cheque, bank draft, or money order only and must be made payable to York Condominium Corporation No. 529, in trust. No other means of deposit shall be accepted by the Corporation.
12. The Corporation shall be primarily responsible for paying the mediator's account and shall seek reimbursement from the other party should the Deposit Funds prove to be insufficient. The other party or parties, regardless of whether an owner or a tenant, shall reimburse the Corporation within seven days of a written request for reimbursement, failing which, the default in payment shall be deemed to be an award of costs pursuant to section 134(5) of the Act.
13. Subject to paragraph 14 below, the remainder of the Deposit Funds (if any), following payment of the mediator's fees and expenses in accordance with paragraph 10 above, shall be reimbursed to the respective parties by the Corporation within a reasonable time thereafter.
14. Should the matter remain unresolved and proceed to arbitration, then the excess Deposit Funds (if any) shall be retained by the Corporation until the final resolution of the matter and said funds may be used to pay the arbitrator's fees in accordance with paragraph 28 of this Appendix.

The Mediation

15. The mediation shall be for no longer than one-half a day (approximately three hours) unless the parties agree to such longer time. A representative of each party shall be in attendance who has the authority to finalize any settlement solution to the disagreement as the parties present at the mediation may deem appropriate.
16. If a settlement is reached as between the respective parties, the mediator shall record the terms of the settlement prior to concluding the mediation. Each party shall review and initial the recorded terms of settlement, prior to leaving the mediation.

The mediator shall draft and deliver to the respective parties a settlement record which shall include:

- a. a statement setting out the dispute;
- b. the terms of settlement as recorded at the mediation;
- c. a statement that each of the parties to the disagreement hereby agree to abide by and comply with the terms as set out in the settlement record;
- d. a statement that if a party fails to comply with the terms of a duly executed settlement record, the other party shall have the right to immediately proceed under section 134 of the Act, and make an application to the Superior Court of Justice for an order enforcing compliance; and,
- e. any other statement as may be deemed necessary or appropriate by the mediator.

The mediator shall within ten banking days from the date the mediation is concluded (or such other time as agreed to by the parties and the mediator), deliver a copy of the settlement record to the respective parties. Upon receipt of the settlement record from the mediator, the respective parties shall have five banking days to review, execute and deliver a copy of the settlement record to the other party and the mediator. The settlement record may be executed in counterpart by the respective parties.

No amendments may be introduced to the settlement record by either party. Any required amendments to the settlement record must be made by, and at the discretion of, the mediator, and shall be based upon the recorded terms of settlement as agreed to by both parties at the mediation. If any amendments are made by the mediator to the settlement record, the mediator shall immediately deliver a revised settlement record to the respective parties. Upon receipt of the revised settlement record from the mediator, the respective parties shall have five banking days to review, execute and deliver a copy of the revised settlement record to the other party and the mediator. The revised settlement record may be executed in counterpart by the respective parties.

Nothing contained in the settlement record shall create a precedent upon either party.

17. The mediation shall be deemed to have failed if:
 - a. the mediation is held and the mediator determines that a mediated settlement between the disputing parties is not available; or,
 - b. any one or more of the following events occur:
 - i. the respective parties fail to agree upon a mediation date within 30 days from the date of service of the Notice of Mediation, or such earlier time periods in emergency situations as provided for in paragraph 7 of this Appendix;
 - ii. 60 days have passed following the date upon which the Initiating Party serves the Notice of Mediation and the parties have not selected a mediator, or no mediator has consented to act within the time period;
 - iii. either party fails to provide their respective share of the Deposit Funds as required and within the time frames provided by paragraph 11 of this Appendix;
 - iv. either party fails to set out in their respective Notice of Mediation or Response Statement, the facts and arguments supporting their positions;

- v. the Other Party fails to submit a Response Statement within the time frames provided in paragraphs 7 and 9 of this Appendix;
- vi. a party fails to attend, or have their representative attend, the scheduled mediation. In such a situation the mediator may deem, at any time following the passage of fifteen minutes from the time the mediation was scheduled to commence, that the mediation has failed; or,
- vii. if a settlement is reached and either party or the mediator, fails to comply with the provisions set out in paragraph 16 of this Appendix.

Upon the occurrence of any of the above-noted, either party to the dispute may request that the mediator provide his/her notice that the mediation has failed.

The mediator shall have ten days from the date the mediation is held, or from the date a request is made by a party in accordance with paragraph 17 b. above, to serve the respective parties with his/her notice indicating that the mediation has failed. The mediator may in said notice, set out any disagreement or statement of issues between the parties which shall be considered by the arbitrator.

Arbitration Procedure

- 18. The provisions of this Appendix relating to the arbitration of disputes or disagreements between the corporation and one or more unit owners which are required to be submitted to arbitration shall be deemed to be, for the purposes of the *Arbitration Act, 1991*, an arbitration agreement between such parties.
- 19. The disputes and disagreements referred to above which are not resolved by mediation shall proceed to arbitration on the earlier of:
 - a. 60 days following the date upon which the Initiating Party serves the Notice of Mediation, if the parties have not selected a mediator within that time period; or,
 - b. 30 days following the delivery of notice from the mediator indicating that the mediation has failed.

Notice of Arbitration

- 20. Where a dispute or disagreement between the corporation and one or more unit owners is required to be submitted to arbitration, either party (the "Initiating Party") may serve the other party (the "Other Party") with a document entitled "Notice of Arbitration" which may be in the form attached hereto as Schedule "B" to this Appendix and which shall set out:
 - a. a brief statement as to the dispute or disagreement, the resolution sought, and why the Initiating Party requests the arbitration;
 - b. the Initiating Party's choice of arbitrator which shall be made from a list (The List of Arbitrators) of at least five arbitrators which the Corporation shall maintain at all times; and,
 - c. three proposed dates for the arbitration within the next following thirty (30) days and advice to the Other Party that the Other Party may choose any one of those dates within five days from the date of the Notice of Arbitration, failing which the first date shall apply.
- 21. Prior to sending the Notice of Arbitration, the Initiating Party must clear the availability of the arbitrator for each of the three proposed dates in the Notice of Arbitration.
- 22. If none of the arbitrators on the Corporation's list is available within that 30 day period, then the Initiating Party may choose any person to act as arbitrator whose training or qualifications make such person reasonably suitable to fairly arbitrate the disagreement or dispute.
- 23. Subject to any statement by the mediator as to the dispute or disagreement, or as to the issues, the Issue Statement and Response Statement submitted by the parties in the mediation shall form the basis of the arbitration issues. Copies of the Issue Statement and Response Statement shall be attached to and form part of the Notice of Arbitration.

24. If either an Issue Statement or a Response Statement, or both, were not submitted in the mediation, then:
 - a. the Initiating Party shall serve the Other Party with an Issue Statement in respect of the arbitration; and,
 - b. the Other Party shall serve a Response Statement within ten days thereafter.
25. The arbitration hearing must be held within 30 days after the service of the Notice of Arbitration.
26. The Initiating Party shall be responsible for arranging a court reporter for the arbitration, but the costs thereof shall be dealt with as a cost of the arbitration.
27. Any documents which are intended to be relied upon by a party must be given to the other party within ten days after the service of the Notice of Arbitration. No new documents may be introduced in the arbitration which were not introduced in the mediation, if applicable, save and except for:
 - a. documents which the arbitrator determines could not be or were not reasonably available as of the date of mediation; and/or,
 - b. such documents as the arbitrator determines in his/her sole discretion are required for the proper determination of the dispute.
28. The arbitrator's fees for assisting the parties with the disagreement and other associated costs, such as, but not limited to, court reporter's fees, shall be split equally between the parties, unless otherwise agreed, as between the parties or ordered by the arbitrator, but the Corporation shall be primarily responsible for paying the arbitrator's account. The other party or parties, regardless of whether an owner or a tenant, shall reimburse the Corporation within seven days of a written request for reimbursement, failing which, the default in payment shall be deemed to be an award of costs pursuant to section 134(5) of the Act.
29. Within ten days after the service of the Notice of Arbitration, if a party intends or requests evidence be called on a certain point because of a factual disagreement, then that party shall notify the other party.
30. Parties shall exchange witness lists, together with a short statement containing the summary of each witnesses' evidence, no later than 5:00 p.m. one calendar week prior to the hearing of the arbitration.
31. At the arbitration hearing, any fact in dispute in the Issue Statement and/or Response Statement shall be determined by the arbitrator pursuant to *viva-voce* (oral testimony) and/or documentary evidence.
32. The arbitrator may determine any matters of procedure for the arbitration not specified herein.
33. Subject to the provisions of the *Arbitration Act, 1991*, this arbitration shall be binding on the parties.
34. In all other respects, the *Arbitration Act, 1991*, and any amendments thereto applies.
35. The arbitrator shall, after hearing any evidence and representations that the parties may submit, make his/her decision and reduce same to writing as quickly and as expeditiously as possible but in any event, no later than 30 days after the completion of the hearing, and deliver one copy thereof to each of the parties.

Service of Documents

36. The service of any and all documents referred to herein may be made in accordance with the applicable provisions of the Act, the Corporation's declaration, and by-laws. Service by telefacsimile is permitted if the parties agree to same.

APPENDIX 2
Schedule "A"

NOTICE OF MEDIATION

DATE:

TO:

FROM:

RE:

1. Mediator: _____
2. Please check which of the following is applicable by placing an "X":

() Proposed Dates & Time for Mediation:

- a. _____
- b. _____
- c. _____

You have five days from the date of the Notice of Mediation to select one of the above-noted dates, failing which the first date shall apply.

() As this is an emergency situation, as determined by the Corporation or any of its agents in its sole discretion, the mediation shall take place on:

- a. _____

3. Location of Mediation: _____
4. Issue Statement.
(The Issue Statement is to be attached hereto and labeled as Schedule "A".)
5. Documents:
(If you are relying on any documents then a summary of each must be set out below or on an attached Schedule. Each summary must include the date of the document's creation, its author and a brief summary of its contents.)

DOCUMENTS		
DATE	AUTHOR	BRIEF SUMMARY OF CONTENTS

APPENDIX 2
Schedule "B"

NOTICE OF ARBITRATION

DATE:

TO:

FROM:

RE:

1. This matter is proceeding to arbitration because: *(Place an "X" in the appropriate response.)*

() 60 days have passed from the date of the Notice of Mediation, a copy of which is attached hereto, and the parties have not selected a mediator; or,

() 30 days have passed from the delivery of mediator's notice indicating that the mediation has failed. A copy of the mediator's notice is attached hereto.

2. Arbitrator: _____

3. Proposed Dates & Time for Arbitration:

b. _____

c. _____

d. _____

You have five days from the date of the Notice of Arbitration to select one of the above-noted dates, failing which the first date shall apply.

4. Location of Arbitration: _____

5. Copies of the Issue Statement and Response Statement (if any) are attached hereto and form part of the Notice of Arbitration.