

AT 3772924

CERTIFICATE OF RECEIPT  
RÉCÉPISSÉ  
TORONTO (66)

DEC 22 2014

11:29

LAND REGISTRAR

*[Signature]*

New Property Identifiers

Additional:  
See  
Schedule ☐

Executions

Additional:  
See  
Schedule ☐

(1) Registry ☐

Land Titles ☒

(2) Page 1 of 24 pages

(3) Property  
Identifier(s)

Block

Property

76415-0001 to 76415-0714 (inclusive)

Additional:  
See  
Schedule ☐

(4) Nature of Document

BY-LAW NO. 1 (Condominium Act, 1998, section 56)

(5) Consideration

Dollars \$

(6) Description

All units and common elements comprising the property included in  
Toronto Standard Condominium Plan No. 2415, City of Toronto

(7) This  
Document  
Contains:

(a) Redescription  
New Easement  
Plan/Sketch ☐

(b) Schedule for:

Description ☐ Additional  
Parties ☐ Other ☒

This Document provides as follows:

See Schedule for By-Law and Certificate.

Continued on Schedule ☐

This Document relates to instrument number(s)

0) Party(ies) (Set out Status or Interest)  
Name(s)

ORONTO STANDARD CONDOMINIUM  
CORPORATION NO. 2415  
by its solicitor Aird & Berlis LLP

Signature(s)

Per: *[Signature]*  
Name: Andrew R. C. Webster

Date of Signature

Y M D  
2014 12 19

1) Address  
for Service

c/o FirstService Residential, Unit 200, 89 Skyway Avenue, Toronto, ON, M9W 6R4

2) Party(ies) (Set out Status or Interest)  
Name(s)

Signature(s)

Date of Signature

Y M D

3) Address  
for Service

4) Municipal Address of Property

(15) Document Prepared by:

Andrew R. C. Webster  
Aird & Berlis LLP  
Barristers & Solicitors  
Brookfield Place, Box 754  
181 Bay Street, Suite 1800  
Toronto, Ontario, M5J 2T9

Fees and Tax

Registration Fee

Total

Multiple

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

Toronto Standard Condominium Corporation No. 2415 (the "Corporation") certifies that:

1. The copy of By-law No. 1, 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 as of December 2, 2014.

**TORONTO STANDARD CONDOMINIUM  
CORPORATION NO. 2415**

Per: 

Name: David Page

Title: President

I have authority to bind the Corporation.

## SCHEDULE "A"

### TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2415

#### BY-LAW NO. 1

BE IT ENACTED as a by-law of Toronto Standard Condominium Corporation No. 2415 (the "**Corporation**") as follows:

#### ARTICLE 1 DEFINITIONS

##### 1.1 Defined Terms

All capitalized terms used in this by-law shall have the meanings assigned thereto in the declaration for the Corporation registered on December 2, 2014 as Instrument No. AT3756605 (the "**Declaration**") unless otherwise defined in this by-law. In addition, non-capitalized words, terms or phrases used in this by-law shall have the meanings assigned thereto in the Condominium Act, S.O. 1998, c.19 (the "**Act**"), unless the context requires otherwise.

#### ARTICLE 2 SEAL

##### 2.1 Seal

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

#### ARTICLE 3 RECORDS

##### 3.1 Records

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

- (a) the financial records of the Corporation for at least six years from the end of the last fiscal period to which they relate;
- (b) a minute book containing the minutes of owners' meetings and the minutes of board meetings;
- (c) a copy of the registered Declaration, by-laws and current rules;
- (d) a copy of all applications made under Section 109 of the Act to amend the Declaration, if applicable;
- (e) the seal of the Corporation;
- (f) copies of all agreements entered into by the Corporation or by the Declarant or the Declarant's representatives on behalf of the Corporation, including all management contracts, deeds, leases, licences, easements and any agreements entered into pursuant to Section 98 of the Act;
- (g) copies of all policies of insurance and the related certificates or memoranda of insurance and all insurance trust agreements;
- (h) bills of sale or transfers for all items that are assets of the Corporation but not part of the property;
- (i) the names and addresses for service of each owner and mortgagee that the Corporation receives, in writing, from owners and mortgagees in accordance with Subsection 47(1) of the Act (the "**Voting Register**");
- (j) all written notices received by the Corporation from owners that their respective units have been leased together with the lessee's name, the owner's address, a copy of the lease or renewal or a summary of same, pursuant to Subsection 83(1) of the Act;
- (k) all written notices received by the Corporation from owners that a lease of the owner's unit has terminated and has not been renewed pursuant to Subsection 83(2) of the Act;
- (l) all records that the Corporation has related to the units or to employees of the Corporation;
- (m) all existing warranties and guarantees for all equipment, fixtures and chattels included in the sale of either the units or common elements that are not protected by warranties and guarantees given directly to a unit purchaser;
- (n) the as-built architectural, structural, engineering, mechanical, electrical and plumbing plans;
- (o) the as-built specifications indicating all substantive changes, if any, from the original specifications;
- (p) all existing plans for underground site services, site grading, drainage and landscaping, and television, radio or other communication services;

- (q) all other existing plans and information that are relevant to the repair or maintenance of the property;
- (r) if the property of the Corporation is subject to the Ontario New Home Warranties Plan Act, an executed copy of Form 3 prescribed by Section 37 of Ontario Regulation 49/01 and a copy of all final reports on inspections that the Ontario New Home Warranty Program requires to be carried out on the common elements;
- (s) the table that the Declarant has delivered pursuant to Section 43(5)(g) of the Act setting out the responsibilities for repair after damage and maintenance, and indicating whether the Corporation or the owners are responsible;
- (t) a copy of the schedule that the Declarant has delivered pursuant to Section 43(5)(h) of the Act setting out what constitutes a standard unit for each class of unit that the Declarant specifies for the purpose of determining the responsibility for repairing improvements after damage and insuring them;
- (u) all reserve fund studies and all plans to increase the reserve fund;
- (v) a copy of the most current disclosure statement delivered by the Declarant to a purchaser prior the turnover meeting;
- (w) a copy of the written performance audit report received by the Corporation;
- (x) a copy of any order appointing an inspector or administrator, if applicable, pursuant to Section 130 or 131 of the Act, together with any report that the Corporation receives from an inspector in accordance with Subsection 130(4) of the Act;
- (y) a copy of all status certificates issued within the previous ten (10) years;
- (z) a copy of all notices of meetings sent by or on behalf of the Corporation within the previous ten years;
- (aa) all proxies, for not more than 90 days from the date of the meeting at which the proxies were utilized;
- (bb) a copy of all notices of lien issued by the Corporation to delinquent owners pursuant to Subsection 85(4) of the Act, in respect of which the corresponding certificates of lien have not been discharged or vacated by court order;
- (cc) all records relating to actual or pending litigation (or insurance investigations) involving the Corporation [as contemplated in Section 55(4)(b) of the Act], together with copies of all outstanding judgements against the Corporation [as contemplated in Section 76(1)(h) of the Act];
- (dd) a copy of the budget of the Corporation for the current fiscal year, together with the last annual audited financial statements and auditor's report on such statements;
- (ee) a copy of all minutes of settlement and/or written decisions made by any mediator or arbitrator appointed pursuant to Section 132 of the Act, regarding any issue(s) in dispute involving the Corporation (or to which the Corporation is a party), together with copies of all court orders issued in those circumstances where the Corporation was a party to the proceeding or otherwise directly affected thereby; and
- (ff) all other records as may be prescribed or specified in any other by-law of the Corporation, together with copies of all other materials received by the Corporation that the regulations to the Act may hereafter require the Declarant to deliver on or shortly after the turnover meeting [as contemplated in Section 43(5)(m) of the Act].

#### **ARTICLE 4 THE CORPORATION**

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

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

- (a) operation, care, upkeep, maintenance and repair of the common elements and repair of units when an owner fails to repair as provided for in the Act and in the Declaration;
- (b) collection of contributions toward common expenses from the owners;
- (c) arranging for the supply of all requisite utility services to the common elements and units (unless separately metered) except where prevented from carrying out such duty by reason of any event beyond the reasonable control of the Corporation. The Corporation shall not be liable for indirect or consequential damages or for damages for personal discomfort or illness by reason of the breach of such duty;
- (d) obtaining and maintaining insurance for the property as may be required by the Act, the Declaration or the by-laws;
- (e) prepare, register and discharge (following payment) certificates of lien for arrears of common expenses;
- (f) preparation and delivery of status certificates as required by the Act;
- (g) preparation of a yearly budget;

- (h) supervision of all public or private service companies which enter upon the common elements for the purpose of supplying, installing, replacing and servicing their systems;
- (i) purchase and maintenance of insurance for the benefit of all directors and officers in respect of anything done or permitted to be done by them in respect of the execution of the duties of their offices except insurance against a liability, cost, charge or expense of such directors or officers incurred as a result of a contravention of any of the duties imposed upon them pursuant to the Act;
- (j) preparation and maintenance of the Records to be kept by the Corporation in accordance with ARTICLE 3 hereof;
- (k) calling and holding of meetings and the delivery of notices, as required;
- (l) consistent and timely enforcement of the provisions of the Act, the Declaration, the by-laws and the rules of the Corporation; and
- (m) establishing and maintaining adequate reserve funds for the major repair or replacement of the common elements and of the assets of the Corporation in accordance with the Act.

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

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

- (a) employment and dismissal of personnel necessary for the maintenance and operation of the common elements;
- (b) investment of reserve monies held by the Corporation in accordance with the Act;
- (c) settling, adjusting or referring to mediation and/or arbitration of any claim or claims which may be made upon or which may be asserted on behalf of the Corporation;
- (d) entering into the following agreements as required from time to time:
  - (i) a management agreement with an individual or corporation to manage the affairs and assets of the Corporation at such compensation and upon such terms as the board may determine in its sole discretion;
  - (ii) an insurance trust agreement with an insurance trustee as permitted by the Act at such compensation and upon such terms as the board may determine in its sole discretion;
  - (iii) an agreement required by the supplier of any utility or service to the Corporation upon such terms as the board may determine in its sole discretion; and
  - (iv) any other agreements which may be permitted by the Act and the Declaration and which are deemed advisable, desirable or necessary by the board;
- (e) the authority to object to assessments under the Assessment Act on behalf of owners if it gives notice of the objections to the owners and to authorize the defraying of costs of objections out of the common expenses;
- (f) borrowing of such amounts in any fiscal year as the board determines are necessary or desirable in order to protect, maintain, preserve or ensure the due and continued operation of the property in accordance with the Act, Declaration and by-laws of the Corporation and the securing of any loan of any amount by mortgage, pledge or charge of any asset of the Corporation. Without limiting the generality of the foregoing, the Corporation may mortgage, pledge or charge any asset of the Corporation to satisfy the security deposit requirements of any utility supplier; and
- (g) leasing any part of the non-exclusive use common elements, or granting or transferring any easement, right-of-way or license over, upon, under or through (or otherwise affecting) any part or parts of the common elements, and/or releasing and abandoning any appurtenant easement(s) or right(s)-of-way heretofore or hereafter granted to (or created in favour of) the Corporation, in respect of any servient tenement burdened or encumbered thereby, on the express understanding that to the extent that Subsection 21(1) of the Act requires a by-law to authorize such a lease, licence, easement or right of way, or such a release and abandonment of easement, then this by-law shall accordingly be deemed and construed for all such purposes to be (and constitute) the by-law providing the board with the requisite authority to enter into any such lease, licence, easement or right of way, or any such release and abandonment of easement, and any such lease, license, easement, right of way or release of easement may be executed on behalf of the Corporation by the authorized signing officer(s) of the Corporation, with or without the seal of the Corporation affixed thereto and same shall be valid and binding on the Corporation without requiring the consent or concurrence of (or the written authorization or signature of) any unit owner(s) thereto.

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

#### **5.1 Annual Meeting**

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

## 5.2 The First Annual General Meeting

Pursuant to Subsection 45(2) of the Act, the board shall hold the first annual general meeting of owners not more than three months after the registration of the Declaration, and subsequently within six months of the end of each fiscal year of the Corporation. The owners shall, at such first meeting, appoint an auditor to hold office until the close of the next annual meeting, and if the owners fail to do so, the board shall forthwith make such appointment. The remuneration of the auditor shall be fixed by the owners (if the auditor is appointed by the owners), or fixed by the board (if authorized to do so by the owners, or if the auditor is appointed directly by the board). The Corporation shall then give notice in writing to the auditor of his or her appointment forthwith after such appointment is made.

## 5.3 Special Meetings

The board shall, upon receipt of a requisition in writing made by owners who together own not less than 15% per cent of the units, call and hold a meeting of the owners within 35 days of the receipt of the requisition or if the requisitionists so request in the requisition or consent in writing, add the business to be presented at the requisitioned meeting to the agenda for the next annual general meeting. If the meeting is not called and held within 35 days of receipt of the requisition, any of the requisitionists may call the meeting, which meeting shall be held within 45 days of the day on which the meeting is called. The board may at any time call a special meeting of the owners for the transaction of any business, the nature of which shall be specified in the notice calling the meeting.

## 5.4 Notices

At least 15 days written notice of every meeting specifying the place, the date, the hour and the nature of the business to be presented shall be given to the auditor of the Corporation and to each owner and mortgagee entitled to vote and entered on the Voting Register 20 days before the date of the meeting in accordance with Subsection 47(5) and 70(2) of the Act. The Corporation shall not be obligated to give notice to any owner who has not notified the Corporation that he/she has become an owner nor give notice to any mortgagee who has not notified the Corporation of his/her entitlement to vote and address for service. Any owner or mortgagee who attends a meeting of owners, or who is represented by proxy at any such meeting, shall be deemed to have waived the right to object to a failure by the Corporation to give the required notice of any such meeting, unless such owner or mortgagee or his or her proxy (as the case may be) expressly objects to such failure at such meeting.

## 5.5 Reports

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

## 5.6 Persons Entitled to Be Present

The only persons entitled to attend a meeting of owners shall be the owners and mortgagees entered on the Voting Register, and any others entitled to vote thereat, the auditor of the Corporation, the directors and officers of the Corporation, representatives of the property manager, and others who, although not entitled to vote, are entitled or required under the provisions of the Act or the Declaration and by-laws of the Corporation to be present at the meeting. Any other person may be admitted only on the invitation of the chairperson of the meeting or the board or with the consent of the meeting.

## 5.7 Quorum

At any meeting of owners, a quorum shall be constituted when persons entitled to vote and owning not less than 25% of the units are present in person or represented by proxy. If thirty minutes after the time appointed for the holding of any meeting of owners, a quorum is not present, the meeting shall stand adjourned and if the meeting was an annual general meeting, the board shall call a further meeting of the owners in accordance with the Act.

## 5.8 Right to Vote

Subject to the restrictions in Sections 5.11 and 5.13, every owner of a unit that has the right to vote in accordance with the Act shall be entitled to vote who is entered on the Voting 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. If a unit has been mortgaged, and the person who mortgaged such unit (or his/her proxy) has expressly authorized or empowered the mortgagee to vote and exercise the right of the owner to vote in respect of such unit and such mortgagee has, at least four days before the date specified in the notice of meeting, notified the owner and the Corporation of his/her intention to exercise such right, such mortgagee shall be entitled to vote upon filing with the secretary of the meeting sufficient proof of same. Any dispute over the right to vote shall be resolved by the chairperson of the meeting upon such evidence as the chairperson may deem sufficient. Each owner or mortgagee shall be entitled to only one vote per residential unit.

## 5.9 Conduct of Meetings and Method of Voting

At any meeting of owners, the president of the Corporation shall act as chairperson of the meeting and the secretary of the Corporation shall act as secretary of the meeting (or if the president and/or secretary are not in attendance for that particular meeting, the board shall appoint a chairperson and/or secretary, as the case may be). Any question shall be decided by a show of hands unless a poll is required by the chairperson or is demanded by an owner or mortgagee present in person or by proxy and entitled to vote, and unless a poll is so required or demanded, a declaration by the chairperson that the vote upon the question has been carried, or carried by a particular majority, or not carried, is prima facie proof of the fact without proof of the number of votes recorded in favour of or against such question; provided, however, that voting for the election of directors shall be by ballot only, other than in the case of acclamation. A demand for a poll may be withdrawn. If a poll is so required or demanded and the demand is not withdrawn, a poll upon the question shall be taken in such manner as the chairperson shall direct.

## **5.10 Representatives**

An estate trustee, committee of a mentally incompetent person, or the guardian or trustee of an owner or mortgagee (and where a corporation acts in such capacity any person duly appointed a proxy for such corporation) upon filing with the secretary sufficient proof of his/her appointment, shall represent the owner or mortgagee at all meetings of the owners, and may vote in the same manner and to the same extent as such owner or mortgagee. If there be more than one estate trustee, committee, guardian or trustee, the provisions of Section 5.11 shall apply.

## **5.11 Co-Owners**

If a unit or a mortgage on a unit is owned by two or more persons, any one of them present or represented by proxy may in the absence of the other or others vote, but if more than one of them are present or represented by proxy, the majority of the owners of the unit shall decide how the vote is exercised.

## **5.12 Votes to Govern**

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

## **5.13 Entitlement to Vote**

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

## **5.14 Proxies**

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

## **5.15 Minutes of Meetings**

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

# **ARTICLE 6 BOARD OF DIRECTORS**

## **6.1 The Corporation**

The affairs of the Corporation shall be managed by a board of directors.

## **6.2 Number of Directors and Quorum**

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

## **6.3 Qualifications**

Each director shall be 18 or more years of age and need not be an owner of a unit in the Corporation. No undischarged, bankrupt or mentally incompetent person shall be a director and, if a director becomes a bankrupt or mentally incompetent person, then he/she thereupon shall cease to be a director. In addition, a director shall immediately cease to be a director if a certificate of lien has been registered against a unit owned by the director and the director does not obtain a discharge of the lien within 90 days of the registration of the lien. In addition, a director shall immediately cease to be a director if he/she fails to attend three board meetings in any given year and is unable to provide an explanation for his/her absence that is satisfactory to the board, acting reasonably.

## **6.4 Consent**

No election or appointment of a person as a director shall be effective unless:

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

## **6.5 Election and Term**

- (a) The directors of the Corporation shall be elected in rotation and shall be eligible for re-election. At the turnover meeting held pursuant to Section 43 of the Act, one director shall be elected to hold office for a term

of one year; one director shall be elected to hold office for a term of two years; and, one director shall be elected to hold office for a term of three years. Subject to Section 6.5(b), at such election, the director receiving the greatest number of votes shall hold office for the longest term and the director receiving the next greatest number of votes shall hold office for the next longest term. Such directors may, however, continue to act until their successors are elected. If more than one of such directors whose terms are not of equal duration shall resign from the board prior to the expiration of their respective terms, and shall be replaced at a meeting of owners called for that purpose, the director or directors receiving the greater number of votes shall complete the longest remaining terms of the resigning directors.

- (b) If at least 15% of the units are owner-occupied [as defined in Subsection 51(5) of the Act], no persons other than the owners of owner-occupied units may elect a person to one of the positions on the board. If 15% of the units are owner-occupied at the turnover meeting, the position on the board to be elected by owners of owner-occupied units shall be the director elected for the three year term and thereafter when that position becomes vacant (either because of resignation or the term has expired) the director for that position shall be voted upon only by the owners of owner-occupied units. If at least 15% of the units are not owner-occupied at the turnover meeting, but in any subsequent year more than 15% of the units become owner-occupied, the position of a director whose term expires in that year shall be designated the director to be elected by owners of owner-occupied units and thereafter when that position becomes vacant (either because of resignation or the term has expired), the director for that position shall be voted upon only by the owner of owner-occupied units.

#### **6.6 Filling of Vacancies and Removal of Directors**

- (a) If a vacancy in the membership of the board occurs, other than by way of removal by the owners or as a result of the number of directors being increased, subject to Section 6.6(c), the majority of the remaining members of the board may appoint any person qualified to be a member of the board to fill the vacancy until the next annual meeting at which time the vacancy shall be filled by election of the owners.
- (b) Where the number of directors is increased, the vacancies resulting from such increase shall be filled only by election at such meeting of the owners and the director(s) so elected shall not act until the by-law increasing the number of directors is registered.
- (c) When there is not a quorum of directors in office, the director(s) then in office shall forthwith call a meeting of owners to fill the vacancies and, in default or if there are no directors then in office, the meeting may be called by an owner.
- (d) Any director may be removed before the expiration of his term by a vote of owners who together own a majority of the units and the owners may elect, in accordance with the by-laws dealing with the election of directors, any person qualified to be a member of the board for the remainder of the term of the director removed provided the director elected by owners of owner-occupied units may only be removed by a vote of the owners of owner-occupied units in accordance with the Act.

#### **6.7 Calling of Meetings**

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

#### **6.8 Regular Meetings**

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

#### **6.9 Teleconference**

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

#### **6.10 First Meeting of New Board**

The board may without notice hold its first meeting for the purpose of organization and the election and appointment of officers immediately following the appointment of the directors of the first board provided a quorum of directors is present.



### 6.11 Conflict of Interest

Every director of the Corporation who has, directly or indirectly, any material interest in any material contract or transaction to which the Corporation is or will be a party (other than one in which his or her interest is limited to remuneration as a director, officer or employee), or any material interest in a proposed contract or transaction to which the Corporation will be a party (and that is or will be material to the Corporation), shall declare his or her interest in such contract or transaction (and shall correspondingly disclose in writing the nature and extent of such interest) at the meeting of the board at which said contract or transaction (or said proposed contract or transaction) is first considered or, alternatively, at the next meeting of the directors held after such director first became so interested, in accordance with the provisions of Subsection 40(4) of the Act. The board shall enter the disclosure made by such director in the minutes of the meeting of the board at which the disclosure was made. Such director shall not be present during discussions at said meeting, shall refrain from voting, and shall not, in respect of such contract or transaction, be counted in the quorum, unless such director's interest in such contract or transaction is (or would be) limited solely to the liability insurance for directors and officers described in Section 39 of the Act, or to his or her remuneration as a director, officer or employee of the Corporation, or unless the director's interest arises (or would arise) solely because such director is also a director, officer or employee of the declarant of the Corporation, and was appointed to the first board by the declarant under Subsection 42 (1) of the Act. If a director has complied with the requirements of Section 40 of the Act, then such director, if he or she was acting honestly and in good faith at the time the contract or transaction was (or is) entered into, shall not, by reason only of holding the position of director, be accountable to the Corporation or to any owners for any profit or gain realized from such contract or transaction, and such contract or transaction shall not be voidable by reason only of the director's interest therein. Even if such a director has not fully complied with the requirements of Section 40 of the Act, provided such director was acting honestly and in good faith at the time the contract or transaction was (or is) entered into, such director shall not, by reason only of holding the position of director, be accountable to the Corporation or to any owners for any profit or gain realized from such contract or transaction (and such contract or transaction shall not be voidable by reason only of the director's interest therein) if the contract or transaction is confirmed or approved by at least two-thirds of the votes cast at a meeting of owners duly called for that purpose, and the nature and extent of the director's interest are declared and disclosed in reasonable detail in the notice calling the meeting.

### 6.12 Protection of Directors and Officers

No director or officer of the Corporation shall be liable for the acts, neglect or default of any other director or officer or for any loss or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired by order of the board for or on behalf of the Corporation, or for the insufficiency or deficiency of any security in or upon which any of the monies of the Corporation shall be invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any of the monies, securities or effects of the Corporation shall be deposited or for any loss occasioned by an error of judgment or oversight on his/her part or for any other loss, damage or misfortune whatsoever which shall happen in the execution of the duties of his/her office or in relation thereto, unless the same shall happen through his/her own dishonest or fraudulent act or acts.

### 6.13 Indemnity of Directors and Officers

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

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

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

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

### 6.14 Insurance

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

### 6.15 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 Consent of Director at Meeting**

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

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

#### **6.17 Deemed Consent of a Director**

A director who was not present at a meeting at which a resolution was passed or any action taken is deemed to have consented thereto unless within seven days after becoming aware of the resolution, the director:

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

#### **6.18 Minutes**

Minutes of all meetings of the board shall be taken and distributed to all members of the board.

### **ARTICLE 7 OFFICERS**

#### **7.1 Elected President**

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

#### **7.2 Other Elections and Appointments**

From time to time the board shall appoint or elect a secretary and a treasurer, and such other officers as the board may determine from time to time, including without limitation, one or more assistants to any of the officers so appointed or elected. The officer so appointed or elected may, but need not be, a member of the board. The same person may hold two or more offices. The officers of the Corporation shall have such authority and perform such duties as the board may from time to time determine, provided same are consistent with the Act, the Declaration and the by-laws of the Corporation.

#### **7.3 Term of Office**

The board may by resolution remove any officer of the Corporation.

#### **7.4 President**

The president shall, when present (unless he or she has delegated the responsibility) preside as chairperson at all meetings of the owners and of the board (or specifically designate the chairperson at all such meetings). The president shall have one vote only at all meetings of the board, and shall co-ordinate the overall activities of the remaining members of the board, and of the officers. The president shall be charged with the general supervision of the business and affairs of the Corporation, and in the absence of a resolution of the board specifying another officer to do so, the president shall deal directly with the Corporation's property manager and the Corporation's solicitor in all areas of concern, and shall direct the enforcement of the Act, the Declaration, the by-laws and the rules of the Corporation, by all lawful means at the board's disposal.

#### **7.5 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. If a vice-president exercises any such duty or power the absence of the president shall be presumed with reference thereto. A vice-president shall also perform such duties and exercise such powers as the board may prescribe.

#### **7.6 Secretary**

The secretary shall give or cause to be given all notices required to be given to the owners, directors, auditors, mortgagees and all other entitled thereto; he/she shall attend all meetings of the directors and owners and shall enter or cause to be entered in records 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.

#### **7.7 Treasurer**

The treasurer shall keep or cause to be kept full and accurate books of account in which shall be recorded all receipts and disbursements of the Corporation and under the direction of the board shall control the deposit of money, the safekeeping of securities and the disbursement of funds of the Corporation; he/she shall render to the board 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.

#### **7.8 Other Officers**

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

#### **7.9 Agents and Attorneys**

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

#### **7.10 Committees**

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

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

#### **8.1 Arrangements**

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

#### **8.2 Execution of Instruments**

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

#### **8.3 No Seal**

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

#### **8.4 Execution of Status Certificates**

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

### **ARTICLE 9 FINANCIAL YEAR END**

#### **9.1 Financial Year End**

Unless otherwise determined by resolution of the board, the financial year of the Corporation shall end, in each year, on the last day of the month in which the Declaration and description creating the Corporation were registered.

### **ARTICLE 10 NOTICE**

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

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

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

#### 10.2 Receipt of Notice

If any notice is mailed as aforesaid, then such notice shall be deemed to have been received and to be effective) on the second day following the day on which same was mailed. If any notice is delivered personally, by courier, or by facsimile transmission or by any other method of electronic communication, then such notice shall be deemed to have been received (and to be effective) on the next day following the day on which same was personally delivered, couriered, telefaxed, or sent by any other method of electronic communication, as the case may be.

#### 10.3 Omissions and Errors

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

### ARTICLE 11 ASSESSMENT AND COLLECTION OF COMMON EXPENSES

#### 11.1 Duties of the Board

All expenses, charges and costs of maintenance of the common elements and any other expenses, charges or costs which the board may incur or expend pursuant hereto shall be assessed by the board and levied against the owners in the proportions in which they are required to contribute to the common expenses as set forth in the Declaration. The board shall, from time to time, and at least annually, prepare a budget for the property and determine by estimate the amount of common expenses for the next ensuing fiscal year, or remainder of the current fiscal year, as the case may be, which shall include provisions for a reserve fund as required by the Act. The board shall advise all owners promptly in writing of the amount of common expenses payable by each of them respectively determined as aforesaid, and shall deliver copies of each budget on which common expenses are based to all owners and mortgagees entered in the Voting Register.

#### 11.2 Owner's Obligations

Each owner shall pay to the Corporation the amount of such assessment in equal monthly payments on the first day of each and every month next following notice of such assessment by way of 12 post-dated cheques or execution of a pre-authorized payment plan, until such time as a new assessment has been provided to such owner.

#### 11.3 Extraordinary Expenditures

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

#### **11.4 Default in Payment**

- (a) Arrears of payments required to be made by an owner to the Corporation pursuant to the Act, the Declaration or the by-laws shall bear interest at the rate of prime plus 5% per annum and shall be compounded monthly until paid.
- (b) In addition to any remedies or liens provided by the Act, if any owner is in default in payment of an assessment levied against him/her for a period of 15 days, the board may retain a solicitor on behalf of the Corporation to enforce collection and there shall be added to any amount due all costs of such solicitor as between a solicitor and his/her own client and such costs may be collectible against the defaulting owner in the same manner as common expenses.
- (c) The board when giving notice of default in payment of common expenses or an other default to the owner of the unit, shall concurrently send a copy of such notice to each mortgagee of such unit who has requested that such notice be sent to him/her.

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

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

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

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

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

#### **12.2 Additional Rights of Corporation**

The violation of any provisions of the Act, the Declaration, the by-laws, and/or the rules adopted by the board of directors, shall give the board the right, in addition to any other rights set forth in these by-laws:

- (a) to enter the unit in which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting owner, any structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the board shall not thereby be deemed guilty in any manner of trespass; or
- (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach, including without limiting the generality of the foregoing, an application for an order for compliance by implementing such proceedings as provided for in Part IX of the Act.

#### **12.3 Insurance Deductible**

Pursuant to Subsections 105(2) and (3) of the Act, where any insurance policy obtained or maintained by the Corporation contains a deductible clause that limits the amount payable by the insurer, then the portion of any loss that is excluded from coverage shall be deemed a common expense provided, however, that if an owner, tenant or any other person residing in the owner's unit with the permission or knowledge of the owner, by or through any act or omission causes damage to such owner's unit, or to any other unit(s), or to any portion of the common elements, in those circumstances where such damage was not caused or contributed by any act or omission of the Corporation (or any of its directors, officers, agents or employees), then the amount which is equivalent to the lesser of the cost of repairing the damage and the deductible limit of the Corporation's insurance policy shall be added to the common expenses payable in respect of such owner's unit, together with all costs and expenses incurred by the Corporation (either directly or indirectly) in resolving such claim and/or having such damage fully rectified (including the increase in insurance premiums, if any, charged or levied against the Corporation by its insurer as a result of such claim or damage, together with all legal costs incurred by the Corporation on a solicitor and client basis), and shall be recoverable from such owner in the same manner (and upon the same terms) as unpaid common expenses.

### **ARTICLE 13 PROCEDURES FOR MEDIATING DISPUTES**

#### **13.1 Mediation Procedures**

For the purposes of complying with Sections 125 and 132 of the Act (if and where applicable), the procedure with respect to the mediation of disputes or disagreements between the Corporation and any owner(s) shall be conducted in accordance with the rules of procedure for the conduct of mediation attached hereto as Appendix "A".

### **ARTICLE 14 MISCELLANEOUS**

#### **14.1 Invalidity**

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

#### 14.2 Gender

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

#### 14.3 Waiver

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

#### 14.4 Headings

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

#### 14.5 Alterations

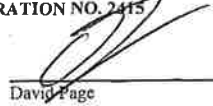
This by-law or any part thereof may be varied, altered or repealed by a by-law passed in accordance with the provisions of the Act and the Declaration.

#### 14.6 Conflicts

In the case of a conflict between the provisions of the Act and any provision in the Declaration, by-laws or rules, the Act shall prevail. In the case of a conflict between the provisions in the Declaration and any provision in the by-laws or rules, the Declaration shall prevail. In the event the provisions of the Act or in the Declaration are silent, the provisions of the by-laws shall prevail.

Toronto Standard Condominium Corporation No. 2415 hereby confirms that the foregoing By-law was passed by its board of directors as of December 2, 2014.

**TORONTO STANDARD CONDOMINIUM  
CORPORATION NO. 2415**

Per:   
Name: David Page  
Title: President

I have authority to bind the Corporation.

The foregoing By-law is hereby confirmed (without amendment) by Aragon (Logan) Development (Ontario) Corporation, the declarant and owner of all units of the Corporation as of December 2, 2014.

**ARAGON (LOGAN) DEVELOPMENT (ONTARIO)  
CORPORATION**

Per:   
Name: David Page  
Title: Vice-President

I have authority to bind the Corporation.

APPENDIX "A"

ARTICLE 1  
GENERAL

DISPUTES

- 1.1 Disputes relating to the breach, termination, existence, validity, performance, interpretation or enforceability of any of the agreements listed in Section 132(2) of the Act, including agreements entered into, initially, with the declarant governing the management, operation, maintenance and repair of any shared facilities and other disputes arising in connection with the documents referred to in Section 125 of the Act, other than those which must be resolved in the Courts or those which may be resolved in the courts unless the parties agree to submit their dispute to mediation and arbitration, (collectively the "Disputes") shall be addressed and resolved in accordance with the provisions of this Appendix.

DEFINITIONS

- 1.2 (a) "Deliver" means serving, giving to or delivering any Notice or Document to a party pursuant to this by-law.
- (b) "Party" means any person or corporate entity named as a party in relation to a Dispute, including the Corporation, the property manager, one or more unit owners, in a Notice of Dispute, Notice of Mediation or Notice of Arbitration.
- (c) "Recipient" means the person to whom a Notice or Document has been delivered in accordance with this by-law.

DELIVERY/SERVICE

- 1.3 All notices and documents required to be delivered or provided to the Corporation shall be delivered in accordance with Subsection 46(2) of the Act; to an owner in accordance with Subsection 47(7) of the Act; to a mortgagee in accordance with Subsection 47(8) of the Act; and to all other parties either:
- (a) personally;
- (b) by pre-paid mail to that party's last known address;
- (c) by pre-paid registered post; or
- (d) by facsimile transmission, electronic mail or any other method of electronic communication if the party agrees in writing that the party giving the notice or document may give the notice or document in this manner.

Notice and documents will be deemed to have been received the day of hand delivery, facsimile transmission or electronic communication and for pre-paid mail and registered post, forty-eight (48) hours after the mailing thereof.

CONFIDENTIALITY

- 1.4 The negotiations and other settlement efforts of the parties made during mediation and the entire negotiation and mediation shall be strictly without prejudice. Statements made and documents created for the purpose of and produced by any person in the mediation, including, without limitation, the mediation briefs under Article 3.11, that are not otherwise discoverable will not be subject to disclosure through discovery or any other process and will not be admissible into evidence in any context for any purpose, including impeaching credibility. Neither party will rely on, or introduce as evidence, in any subsequent proceeding, any admission, view, suggestion, notice, response, discussion, position or settlement proposal of the parties except:
- (a) as required by law;
- (b) to the extent that disclosure is reasonably necessary for the establishment or protection of a party's legal rights against a third party; or
- (c) to enforce any settlement agreement reached between the parties.

ARTICLE 2  
NEGOTIATION

- 2.1 Any party may deliver a written Notice of Dispute to any other party which shall include:
- (a) an outline of the nature of the Dispute; and
- (b) the names of the parties involved in the Dispute.
- 2.2 The parties who have received and are named in the Notice of Dispute shall meet for the purpose of trying to resolve the Dispute as soon as possible after receiving a Notice of Dispute, as many times as the parties reasonably deem necessary, in order to gather and furnish to the other party or parties all information with respect to the matters in issue which the parties believe will assist with its resolution. The specific format for such discussions will be left to the parties and may include the preparation of an agreed upon statement of facts or written statements of position furnished to the other party or parties.

### ARTICLE 3 MEDIATION

#### NOTICE OF MEDIATION AND SELECTION OF MEDIATOR

- 3.1** Notwithstanding that the parties may still be in negotiations pursuant to Article 2, a Notice of Mediation may be delivered by any party to the other party or parties on or after the tenth (10th) day after the Notice of Dispute has been delivered and must be delivered no later than thirty (30) days after delivery of the Notice of Dispute, and shall include:
- (a) a statement that the party has made a good faith effort to reach a settlement in accordance with Article 1;
  - (b) the names of two individuals to act as mediator, who have indicated a willingness to act as mediator, ranked in order of preference;
  - (c) an agreed upon statement of facts, if any; and
  - (d) a written statement of position, if any.
- 3.2** The recipients of the Notice of Mediation shall each submit the names of two individuals to act as mediator, who have indicated a willingness to act as mediator, ranked in order of preference, within five (5) days of receipt of the Notice of Mediation which may include a written statement of position.
- 3.3** The parties shall unanimously appoint, from the names submitted, a mediator who shall be a qualified and experienced professional mediator who carries on a mediation practice based in the Toronto area.
- 3.4** If the parties are unable to reach unanimous agreement on the selection of a mediator within five (5) days after the date the Notice of Mediation is delivered, the mediator shall be selected at random by draw by the party who delivered the Notice of Mediation and in the presence of the other parties from among the names of the mediators submitted by the parties.
- 3.5** If a party fails to submit names in accordance with this section, such party shall be deemed to accept as mediator the person selected by the other party or parties, in accordance with this Article.
- 3.6** The party who delivered the Notice of Mediation must notify the mediator of his or her appointment, within three (3) business days of such appointment and shall provide the mediator with a copy of this by-law.

#### ROLE OF MEDIATOR

- 3.7** The mediator's role is to assist the parties in resolving the Dispute in accordance with the procedures set out in this appendix. The mediator will not make decisions for the parties about how the matter should or must be resolved.
- 3.8** If the mediator selected by the parties is a qualified lawyer, he or she will not provide legal representation or legal advice to either party.
- 3.9** The mediator has no duty to assert or protect the legal rights of any party, to raise any issue not raised by the parties themselves, or to determine who should participate in the mediation.

#### NOTICE OF MEDIATION HEARING

- 3.10** The place of mediation shall be determined by the mediator, acting reasonably, in consultation with the parties and the mediator will promptly advise the parties of the location and time of the mediation and the estimated cost of the mediation.

#### MEDIATION BRIEF

- 3.11** Each party shall submit to the mediator and all other parties, at least three (3) days before the hearing date, a written mediation brief of not more than ten (10) pages setting out the relevant facts and the party's positions concerning the matters in the Dispute.

#### FEES AND EXPENSES

- 3.12** Each party shall deliver to the mediator, with their mediation brief, or no later than twenty-four (24) hours before the commencement of the mediation, a certified cheque payable to the mediator to cover fifty per cent (50%) of the mediator's anticipated fees and expenses of the mediation.
- 3.13** The fees and expenses of the mediation shall be borne as specified in a settlement, if a settlement is obtained. If no settlement is obtained, the mediator's fees and expenses shall be in the proportion specified in the notice issued by the mediator stating that the mediation has failed.
- 3.14** If a party fails to deliver to the mediator a certified cheque in accordance with Article 3.12, the mediation will be deemed to have failed and the mediator will issue a notice stating that the mediation has failed and which party or parties failed to deliver to the mediator a certified cheque in accordance with Article 3.12.
- 3.15** Only parties who have delivered to the mediator a certified cheque in accordance with Article 3.12 may deliver a Notice of Arbitration.



#### **AUTHORITY TO SETTLE AND LEGAL REPRESENTATION**

- 3.16 The parties or representatives of the parties with full authority to settle the Dispute shall attend the mediation in person.
- 3.17 The parties are entitled to seek legal representation or advice prior to or during the mediation and may have lawyers present at the mediation who shall be permitted to fully participate in all aspects of the mediation.

#### **TERMINATION OF MEDIATION**

- 3.18 The mediation shall end on the earliest of:
- (a) the date that the parties enter into a binding settlement agreement with respect to all or a part of the matters in Dispute;
  - (b) the date the mediator issues a notice stating that the mediation has failed;
  - (c) the date that any party or the mediator withdraws from the mediation, which they are free to do at any time; and
  - (d) 5:00 p.m. on the day that is the 45th day after delivery of the Notice of Mediation.

### **ARTICLE 4 ARBITRATION**

#### **APPLICATION**

- 4.1 If a Dispute is not resolved or settled through the procedures provided under Article 2 and 3, the Dispute shall be determined by final and binding arbitration conducted by an arbitral tribunal in accordance with the procedures provided in this Article. Except as otherwise provided in this Section, the arbitration of the Dispute, including its procedures, decision and enforcement, shall be in accordance with the Arbitration Act, 1991 (Ontario), and any amended or successor legislation, and the other applicable laws of the Province of Ontario regarding arbitration and the enforcement of arbitral awards (collectively, the "Arbitration Act") and any applicable federal laws of Canada.

#### **NOTICE OF ARBITRATION**

- 4.2 Any party, subject to Article 3.15, may initiate the arbitration by delivering a written Notice of Arbitration no later than 30 days after the termination of Mediation conducted under Article 3 and shall include:
- (a) An outline of the issues to be arbitrated;
  - (b) The names of the parties involved in the dispute; and
  - (c) A statement indicating the date that mediation was terminated under Article 3 hereof.

#### **THE ARBITRAL TRIBUNAL**

- 4.3 The arbitral tribunal shall consist of one arbitrator who shall be either:
- (a) a Canadian retired Judge who carries on business as a professional arbitrator and who is based in Ontario;
  - (b) a member of the Arbitration and Mediation Institute of Ontario; or
  - (c) a person with experience and otherwise qualified to act as an arbitrator.
- 4.4 The arbitrator shall be impartial and independent of the parties to the Dispute.
- 4.5 The arbitrator shall be chosen by mutual agreement of the parties no later than ten (10) days after delivery of the Notice of Arbitration, failing which the arbitrator shall be appointed in accordance with the Arbitration Act.

#### **LOCATION, TIME AND PLACE OF ARBITRATION**

- 4.6 The place of arbitration shall be determined by the arbitrator, acting reasonably, in consultation with the parties; and the arbitrator will promptly advise the parties of the location, time for commencement and schedule for the arbitration.

#### **ARBITRATION BRIEF**

- 4.7 Within ten (10) days after the date of the appointment of the arbitrator, each party shall deliver to the arbitrator and to the other party or parties a written arbitration brief which shall set forth each party's position concerning the matters in dispute and shall include:
- (a) A statement of fact and law;
  - (b) copies of all relevant documents that are in that party's possession or within the party's control;

- (c) a statutory declaration of the party presenting the brief declaring that the documents included in the brief are all the documents relevant to the Dispute that are in that party's possession or control, including those documents that are or might be unfavourable to that party's position in the arbitration; and
- (d) the relief sought.

#### **ADDITIONAL PARTIES**

- 4.8** Upon reviewing the Notice of Arbitration and arbitration briefs, the arbitrator may make a request of the parties that another party or parties be joined in the arbitration. Any other party or parties may only be joined with that party's consent and the consent of the original parties to the Dispute.

#### **HEARING**

- 4.9** The arbitration shall be an oral hearing, conducted in the English language, unless the parties and arbitrator agree otherwise, and shall consist of examination in chief, cross examination of witnesses and oral arguments to be presided over by the arbitrator. There shall be no oral or documentary discovery under oath.

#### **REPRESENTATION**

- 4.10** The parties are entitled to be represented and assisted by legal counsel in connection with all aspects of the arbitration and any party's legal counsel shall be permitted to attend and fully participate in all aspects of the arbitration.

#### **DURATION OF ARBITRATION**

- 4.11** The hearing shall begin not more than sixty (60) days after the Arbitration Notice is delivered and shall be conducted over five (5) consecutive business days whereby:
- (a) Each party shall be given two (2) full business days to present his or her case to the arbitrator;
  - (b) The arbitrator shall have the discretion to regulate, among other things, the length of a party's cross examination of the other party's witnesses to ensure the fair and equal treatment of all parties with regard to the time limits of the hearing; and
  - (c) On the fifth (5th) business day of the hearing, each party shall be given the opportunity to present arguments to the arbitrator, unless the arbitrator rules otherwise.

#### **POWERS OF THE ARBITRAL TRIBUNAL**

- 4.12** The arbitrator may make whatever award he or she considers just having regard to the dispute, the interest of the parties, the Act, the regulations, the agreement, the declaration, the by-laws and the rules, and may do one or more of the following:
- (a) order a party to do something;
  - (b) order a party to refrain from doing something;
  - (c) order a party to pay money as damages.
- 4.13** The arbitrator's award must include reasons, be in writing and be signed by the arbitrator.
- 4.14** The arbitrator may make an order for costs, specifying the party or parties entitled to costs, the party or parties who must pay the costs, the amount of the costs and the manner of payment. If the arbitrator does not make an order respecting costs, a party may, within twenty (20) days after being notified of the award, apply to the arbitrator for an order respecting costs. If no application is made to the arbitrator for an order respecting costs or, if following an Application the arbitrator does not make an order respecting costs, then subject to any agreement to the contrary, the parties must bear their own costs and must pay equal shares of the fees and disbursements of the arbitrator.
- 4.15** The award of the arbitrator shall be final and binding.
- 4.16** An arbitrator's award and order for costs may be filed in the Superior Court of Justice and, on being filed, will have the same effect as if they were orders of the Superior Court of Justice. Once filed, proceedings may be taken on both the award and the order for costs.

#### **TIME OF THE ESSENCE**

- 4.17** The arbitrator shall be instructed that time is of the essence in the arbitration proceeding. The arbitration award must be made within ninety (90) days after the conclusion of the hearing and is to be delivered to the parties in accordance with this by-law.

#### **DEFENCE TO ACTION**

- 4.18** Other than an action to enforce the award of the arbitrator, the provisions of this by-law represent a complete defence to any suit, action or other proceeding instituted in any Court or before any administrative tribunal with respect to any Dispute. Nothing in this by-law prevents the parties from exercising any other rights they may have in the Act, the regulations, the agreements described in Section 132(2), the declaration, by-laws or rules.

**ARTICLE 5  
NOTICES AND RESPONSE**

**FORMS**

5.1 Precedent forms are attached to this by-law as Schedules "A" to "E", inclusive. These forms may be used by any party for the purposes of the procedures contained in this by-law. These forms need not be used and may be altered, if required, to meet the circumstances of a specific situation. The forms attached include:

- (a) Schedule "A" Notice of Dispute;
- (b) Schedule "B" Notice of Mediation;
- (c) Schedule "C" Response to Notice of Mediation;
- (d) Schedule "D" Notice of Arbitration; and
- (e) Schedule "E" Response to Notice of Arbitration.

**SCHEDULE "A"**  
**NOTICE OF DISPUTE**

DATE: <\*>

TO: <\*>

[include address, telephone, fax number, and e-mail address, if known]:

FROM: <\*>

[include address, telephone, fax number, and e-mail address, if known]:

---

1. Statement of Dispute:

<\*>

---

Signature

**SCHEDULE "B"**  
**NOTICE OF MEDIATION**

DATE: <\*>

TO: <\*>

[include address, telephone, fax number, and e-mail address, if known]:

FROM: <\*>

[include address, telephone, fax number, and e-mail address, if known]:

1. I/We, (insert name of party giving notice) have made a good faith effort to reach a settlement of the dispute through negotiation.
2. Proposed Mediators (include name and contact information):
  - (a) <\*>
  - (b) <\*>
3. Statement of Facts Agreed by All Parties, if any:
  - (a) <\*>
4. Statement of Position:
 

<\*>
5. Documents:
 

(If you are relying on any documents then a summary of each document 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

\_\_\_\_\_  
Signature

Each recipient of this Notice of Mediation shall deliver to the other party or parties the names of two (2) qualified individuals to act as mediator, who have indicated a willingness to act as the mediator, ranked in order of preference, and each recipient shall include a written statement of his/her/its position.

If the Parties are unable to reach unanimous agreement on the selection of a mediator within ten (10) days after the date the Notice of Mediation is delivered, the mediator shall be selected at random by draw by the Party who delivered the Notice of Mediation and in the presence of the other Parties from among the names of the mediators submitted by the Parties.

The Party who delivered the Notice of Mediation, must notify the mediator of his or her appointment, within three (3) business days of such appointment, and shall provide the mediator with a copy of this appendix.

If a Party fails to submit, with their mediation brief and response, not later than 24 hours prior to the commencement of the mediation, a certified cheque payable to the mediator to cover 50% of the mediator's anticipated fees and expenses of the mediation in contravention of Article 3.12, the Dispute will be deemed to have failed and the mediator selected by the other Party or Parties shall deliver to all the Parties a Notice stating that the mediation has failed and the notice may specify how the mediator's fees and expenses are to be borne by the Parties.

**SCHEDULE "C"**  
**RESPONSE TO NOTICE OF MEDIATION**

DATE: <\*>

TO: <\*>

[include address, telephone; fax number, and e-mail address, if known]:

FROM: <\*>

[include address, telephone; fax number, and e-mail address, if known]:

1. Proposed Mediators (include name and contact information):

(a) <\*>

(b) <\*>

Note: You may propose a mediator who has been proposed by another party.

2. Statement of Position:

3. Documents:

(If you are relying on any documents then a summary of each document 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

\_\_\_\_\_  
Signature

If the Parties are unable to reach unanimous agreement on the selection of a mediator within ten (10) days after the date the Notice of Mediation is delivered, the mediator shall be selected at random by draw by the Party who delivered the Notice of Mediation and in the presence of the other Parties from among the names of the mediators submitted by the Parties.

The Party who delivered the Notice of Mediation, must notify the mediator of his or her appointment, within three (3) business days of such appointment and shall provide the mediator with a copy of this by-law.

If a Party fails to submit, with their mediation brief and response, not later than 24 hours prior to the commencement of the mediation, a certified cheque payable to the mediator to cover 50% of the mediator's anticipated fees and expenses of the mediation in contravention of Article 3.12, the Dispute will be deemed to have failed and the mediator selected by the other Party or Parties shall deliver to all the Parties a Notice stating that the mediation has failed and the notice may specify how the mediator's fees and expenses are to be borne by the Parties.

**SCHEDULE "D"**  
**NOTICE OF ARBITRATION**

DATE: <\*>

TO: <\*>

[include address, telephone, fax number, and e-mail address, if known]:

FROM: <\*>

[include address, telephone, fax number, and e-mail address, if known]:

1. This matter is proceeding to arbitration because: (place an "X" in the appropriate response)
  - ( ) sixty (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
  - ( ) thirty (30) days have passed from the delivery of the mediator's notice indicating that the mediation has failed. A copy of the mediator's notice is attached hereto.
2. Proposed Arbitrators (include name and contact information):
  - (a) <\*>
  - (b) <\*>

Note: You may propose an arbitrator who has been proposed by another party.

\_\_\_\_\_  
Signature

The Parties shall unanimously appoint, within ten (10) days of delivery of the Notice of Arbitration, an arbitrator from the names submitted. The arbitrator shall be qualified and experienced to act as an arbitrator.

If the Parties are unable to reach unanimous agreement on the selection of an arbitrator within ten (10) days after the date the Notice of Arbitration is delivered, the arbitrator shall be selected at random by draw by the Party who delivered the Notice of Arbitration and in the presence of the other Parties from among the names of the arbitrators submitted by the Parties.

If a Party fails to submit names in accordance with this Section, such Party shall be deemed to accept as the arbitrator, the person selected by the other Party or Parties, in accordance with this Section.

Within ten (10) days after the date of the appointment of the arbitrator each Party shall deliver to the arbitrator and to the other Party or Parties a written arbitration brief which shall set forth each Party's position concerning the matters in dispute and shall include:

- (a) a statement of fact and law;
- (b) copies of all relevant documents that are in that Party's possession or within the Party's control;
- (c) a statutory declaration of the Party presenting the brief declaring that the documents included in the brief are all the documents relevant to the Dispute that are in that Party's possession or control, including those documents that are or might be unfavourable to that Party's position in the arbitration; and
- (d) a statement of the relief sought.

**SCHEDULE "E"**  
**RESPONSE TO NOTICE OF ARBITRATION**

DATE: <\*>

TO: <\*>

[include address, telephone, fax number, and e-mail address, if known]:

FROM: <\*>

[include address, telephone, fax number, and e-mail address, if known]:

I. Proposed Arbitrators (include name and contact information):

(a) <\*>

(b) <\*>

Note: You may propose an arbitrator who has been proposed by another party.

\_\_\_\_\_  
Signature

The Parties shall unanimously appoint, within ten (10) days of delivery of the Notice of Arbitration, an arbitrator from the names submitted. The arbitrator shall be qualified and experienced to act as an arbitrator.

If the Parties are unable to reach unanimous agreement on the selection of an arbitrator within ten (10) days after the date the Notice of Arbitration is delivered, the arbitrator shall be selected at random by draw by the Party who delivered the Notice of Arbitration and in the presence of the other Parties from among the names of the arbitrators submitted by the Parties.

If a Party fails to submit names in accordance with this Section, such Party shall be deemed to accept as the arbitrator, the person selected by the other Party or Parties, in accordance with this Section.

Within ten (10) days after the date of the appointment of the arbitrator each party shall deliver to the arbitrator and to the other Party or Parties a written arbitration brief which shall set forth each Party's position concerning the matters in dispute and shall include:

- (a) a statement of fact and law;
- (b) copies of all relevant documents that are in that Party's possession or within the Party's control;
- (c) a statutory declaration of the Party presenting the brief declaring that the documents included in the brief are all the documents relevant to the Dispute that are in that Party's possession or control, including those documents that are or might be unfavourable to that Party's position in the arbitration; and
- (d) a statement of the relief sought.