

Certificate in Respect of a By-law (under subsection 14 (1) of Ontario Regulation 48/01 and subsection 56 (9) of the *Condominium Act, 1998*, and referred to in subsection 38 (1) of Ontario Regulation 49/01)

Condominium Act, 1998

Waterloo Standard Condominium Corporation No. ►
(known as the "Corporation") certifies that:

- 1. The copy of by-law number 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. *(Please check the statement that applies)*
 - ☒ The owners of a majority of the units in the Corporation have voted in favour of confirming the by-law with or without amendment (if clause 56 (10) (a) of the Condominium Act, 1998 applies but subsection 14 (2) of Ontario Regulation 48/01 does not apply).
 - ☐ The majority of the owners present or represented by proxy at a meeting of owners have voted in favour of confirming the by-law with or without amendment (if clause 56 (10) (a) of the Condominium Act, 1998 and subsection 14 (2) of Ontario Regulation 48/01 apply).
- 4. *(Please check the following statement, if the by-law is a joint by-law under section 59 of the Condominium Act, 1998)*
 - ☐ The by-law is a joint by-law made under section 59 of the Condominium Act, 1998 and is not effective until the corporations that made it, being ►, have each registered a copy of the joint by-law in accordance with subsection 56 (9) of the Condominium Act, 1998.

Dated this ► day of ►►

WATERLOO STANDARD CONDOMINIUM CORPORATION NO. ►

Per:

Name:
Title:

Name:
Title:

We have authority to bind the corporation.

Schedule A
By-Law Number 1 of
Waterloo Standard Condominium Corporation No. <Condo Number>

In this By-Law references to the “Act” are to the *Condominium Act, 1998*, its amendments and regulations including any successor legislation.

All the words in this By-Law that are defined in the Declaration of the Corporation shall have the meaning ascribed to them in the Declaration.

(Certain explanatory notes may appear in brackets and italics in this By-Law. These notes are intended for information purposes only. If there is a conflict between the body of the By-Law and the explanatory notes, the body of the By-Law prevails.)

The Act addresses many procedural and organization matters that could also be referred to in this By-Law but are not. If there is a conflict between this By-Law and the Act, the Act prevails. Procedural matters addressed in the Act are not dealt with in this By-Law in an attempt to avoid confusion. Provisions of the Act change from time to time. This By-Law must be read in conjunction with the Act.)

Waterloo Standard Condominium Corporation No. <Condo Number>¹ enacts the following By-Law:

Article 1 Seal

- 1.1 The seal of the Corporation as adopted by written resolution of the Declarant appointed Board of the Corporation shall be the seal of the Corporation until changed by resolution of the Board.

Article 2 - Board of Directors²

(Number of Board Members and Term of Office)

- 2.1 There shall be three (3) members of the Board, who are not required to be Owners of Units. Their term of office shall be one (1) year.

(Indemnification of Officers and Directors)

- 2.2 Every Director³ and Officer⁴ of the Corporation and his or her heirs, executors, administrators, estate trustees and other legal personal representatives shall from time to time be indemnified and saved harmless by the Corporation from and against,

- (a) any liability and all costs, charges and expenses that the Director or Officer sustains or incurs in respect of any action, suit or proceeding that is proposed or commenced against the person for or in respect of anything that the person has done, omitted to do or permitted in respect of the execution of the duties of office; and
- (b) all other costs, charges and expenses that the person sustains or incurs in respect of the affairs of the Corporation.

(No indemnity for breach of duty of good faith)

¹ References in this By-Law to the “Corporation” shall mean Waterloo Standard Condominium Corporation No. <Condo Number>.

² References in this By-Law to “the Board” shall mean the Board of Directors of the Corporation.

³ References in this By-Law to a “Director” shall mean a Director of the Corporation.

⁴ References in this By-Law to an “Officer” shall mean an Officer of the Corporation.

- 2.3 No Director or Officer of the Corporation shall be indemnified by the Corporation in respect of any liability, costs, charges or expenses that the person sustains or incurs in or about an action, suit or other proceeding as a result of which the person is adjudged to be in breach of the duty to act honestly and in good faith.

(Board shall purchase liability insurance for property manager, Directors and Officers)

- 2.4 If the insurance is reasonably available, the Corporation shall purchase and maintain insurance for the benefit of the property manager, each Director or Officer against all liability and all costs, charges and expenses that the property manager, Director or Officer sustains or incurs in respect of any action, suit or proceeding that is proposed or commenced against the person for or in respect of anything that the person has done, omitted to do or permitted in respect of the execution of the duties of office except there shall be no such insurance provided to protect the property manager, a Director or an Officer against a liability, cost, charge or expense of the property manager, Director or Officer incurred as a result of a breach of the duty to act honestly and in good faith.

(Deemed resignation)

- 2.5 A Director is deemed to have resigned forthwith upon becoming a party (be it applicant, plaintiff, complainant, defendant, respondent or otherwise) to a lawsuit or application wherein the Corporation is an opposing party to such Director.

(Removal for non-attendance)

- 2.6 If a Director (the "Absent Director") fails to attend more than fifty per cent (50%) of the meetings of the Board in any four (4) month period or should he or she fail to attend three (3) sequential Board of Directors meetings (a "Trigger Event"), then the other Directors shall have the authority to remove the Absent Director in accordance with the provisions of this Section. The Absent Director may be removed by a majority vote of the other Directors in attendance at a meeting of the Directors held in accordance with the Act and the By-Laws of the Corporation. The Absent Director is not entitled to vote on the question of his or her removal and the Absent Director does not count in determining if the meeting of the Directors has achieved quorum. The written notice of the meeting at which the vote relating to the removal of the Absent Director is to be held must indicate the purpose of the meeting and must be given to all Directors including the Absent Director within sixty (60) days after the Trigger Event failing which the right of the remaining Directors to remove the Absent Director on account of the failure to attend Directors' meetings prior to the Trigger Date shall come to an end and do not count toward determining if a future Trigger Event has occurred. The poor attendance record of an Absent Director that occurs prior to a Trigger Date that does not result in the notice of meeting set out above being given with the sixty (60) day period set out above or such Absent Director's removal at a meeting of Directors held to vote on the question of an Absent Director's removal from office cannot be used to determine if a future Trigger Event has occurred, but any failure of an Absent Director from a Director's meeting after a Trigger Event has occurred (other than with respect to the meeting at which a vote is held on the question of the Absent Director's removal) can be considered in determining if a future Trigger Event has occurred. The Absent Director's term of office shall terminate immediately upon a majority vote by the remaining Directors in favour of such termination. The authority granted to remove a Director is in addition to and shall not limit any right to remove a Director pursuant to the other provisions of the Act.

Article 3 - Directors' Code of Ethics

(General)

- 3.1 All Directors of the Corporation shall comply with the Directors' Code of Ethics, the current version of which is attached hereto as Schedule "C".
- 3.2 To qualify to be a Director, an elected Director must sign and deliver the Directors' Code of Ethics to the Corporation at the outset of his or her term of office as a Director.
- 3.3 The Board has the power to amend the Directors' Code of Ethics, from time to time, by resolution of the Board and any such amended Directors' Code of Ethics shall be then considered to be the Directors' Code of Ethics.

- 3.4 If the Board amends the Directors' Code of Ethics, then all Directors of the Board must sign and deliver the amended Directors' Code of Ethics to the Corporation, within thirty (30) days of the same becoming effective. If any Director fails to sign and deliver the amended Director's code of Ethics in the time allotted, then the Director will be deemed to have resigned from the Board effective as of the end of the thirty (30) day period set in this Section 3.4.

(Effect of Violation of Directors' Code of Ethics)

- 3.5 A Director shall cease to be qualified to be a director of the Corporation and shall be deemed to have resigned from the Board if the Director:
- (a) fails to sign and deliver the Directors' Code of Ethics to the Corporation at the outset of his or her term of office as a Director, or within thirty (30) days after the Board amends the Director's Code of Ethics; or
 - (b) violates the Directors' Code of Ethics as determined by a vote of the Board as set out in this By-Law on at least three (3) occasions over the course of the Director's term of office. The Director's term commences at the time the Director is first elected to the Board, subject to the provisions below that apply following a hiatus from office by such Director. If a Director is re-elected, the term of office does not start from the date of re-election but from the date of first election, subject to the provisions below that apply following a hiatus from office by such Director. If a Director is re-elected to the Board after a hiatus of at least one (1) year from being a member of the said Board, the Director's term of office shall be deemed to have commenced upon the date he or she was elected to the Board following such hiatus, unless determined otherwise by a court of competent jurisdiction.
- 3.6 A violation of the Directors' Code of Ethics will be established if:

- (a) an owner of any Unit or a Director notifies the members of the Board, in writing, of an alleged violation of the Directors' Code of Ethics by a Director ("the Alleged Violation"). Upon such notice being given, the matter shall be identified as an "Ethics Review" and added as the first agenda item to the next meeting of the Board for which proper notice can be given in compliance with the provisions of the Act and the by-law(s) of the Corporation. Notice of such meeting must be given to all Directors in compliance with the provisions of the Act and the by-law(s) of the Corporation. The procedure to be used for the Ethics Review shall be the same procedure used by the Board to decide all Corporation matters except, to ensure fairness, the Director named in the Code of Ethics Violation shall be allowed to address the said Board at the meeting, but shall not vote nor be present when the Board votes on the matter; and
- (b) the majority of the remaining Directors, present at the meeting during the Ethics Review, determine whether the Alleged Violation was a violation of the Directors' Code of Ethics (a "Code of Ethics Violation") by conducting a vote. The Ethics Review shall be duly minuted in the Corporation's records and the subject Director named in the Alleged Violation will be permitted to return to the meeting if present. If it is determined, at the end of the Ethics Review, that a Code of Ethics Violation has occurred and constitutes the subject Director's third (3rd) violation during his or her term of office, then prior to concluding the Ethics Review, the subject Director shall provide, in writing, his/her immediate resignation from the Board. Such written resignation may be in the form provided in Schedule "D" hereto. If the Director refuses, or fails to tender his or her resignation in the foregoing circumstances, the said Director's resignation shall be deemed to have been provided at the meeting and duly noted within the minutes as such.

(Future Election)

- 3.7 If a Director ceases to be a Director of the Corporation following an Ethics Review he/she shall not be prohibited from being elected as a Director of the Corporation during any upcoming Director's election.

Article 4 - Meetings of the Board

(Meetings of the Board are to be held locally)

- 4.1 After the turnover meeting of the Corporation, all meetings of Directors are to be held within the City of Waterloo. Prior to such turnover meeting, the meetings of Directors may be held anywhere in the Province of Ontario.

(Meeting schedule and calling meetings)

- 4.2 The Board may by resolution determine the frequency, times and locations of the Board's regular meetings.
- 4.3 In addition, the Board has the power at any such regularly scheduled meeting of Directors, or other meeting of Directors, provided a quorum of Directors is present at the time of the resolution, to resolve not to hold one (1) or more of such regularly scheduled meetings of the Board if the Board so chooses. The Board may also resolve to hold one (1) or more meetings at a different date(s), place(s) and/or time(s) in lieu of any such regularly scheduled meeting(s) subject to Section 4.1.
- 4.4 No notice of the changed time, date or place need be given to any Director who was present at the meeting when the resolution with respect to the same was passed. However, notice of the first changed meeting date, time and place and a copy of the resolution must be given to each Director who was not so present at least forty eight (48) hours prior to the first of any such changed meetings but not thereafter for any subsequent meetings whose dates, times or locations were changed or set by the said resolution.
- 4.5 A quorum of the Directors may, at any time, call a meeting for the transaction of any business. The person calling the meeting shall give written notice of the same to all Directors. There must be at least forty eight (48) hours' notice of a Directors' meeting given to each Director unless the quorum of Directors that is calling the meeting is of the opinion there is/are pressing and significant reason(s) for holding the meeting after a lesser period of notice and a short written summary of the reason(s) is included on the notice of meeting and the same is signed by a quorum of Directors prior to such notice being given to all the Directors.

(Means of giving notice to the Directors of meetings of the Board)

- 4.6 Notice of meetings of the Board is to be given in writing to each Director by:
- (a) personal delivery of the notice of meeting at least forty eight (48) hours before the time when the meeting is to be held;
 - (b) mailing the notice of meeting by ordinary mail at least seven (7) days before the time when the meeting is to be held;
 - (c) facsimile (telecopier) transmission at least forty eight (48) hours before the time when the meeting is to be held; or,
 - (d) any other generally accepted means of giving notice, electronic or otherwise as well as any means of notice that the Director to be given notice has agreed to in writing provided that such notice is given at least forty eight (48) hours before the time when the meeting is to be held.
- 4.7 Notice is to be directed to the Director at the latest address, facsimile or electronic mail address of the Director as shown on the records of the Corporation.

(Potential for meetings of the Board to be held by conference/video/telephone call)

- 4.8 One (1) or more Directors may participate in a meeting of the Board by means of such telephone, electronic or other communications facilities as permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously. Any Director participating in a meeting by such means is deemed to be present at the meeting.
- 4.9 All of the Directors must consent in writing to such means of holding a meeting generally or in respect of a particular meeting. Such consent is effective whether it is given before or after the meeting to which it relates. A general written consent to such form of meeting need only be given once by a Director and is effective for all subsequent meetings of the Board unless and until cancelled by an instrument in writing delivered to the Board by the Director in question.

Article 5 - Provisions Affecting Meetings of the Board and Meetings of Owners*(Chairperson of meetings of the Board and Owners)*

- 5.1 The President is to act as chairperson of meetings of the Board and meetings of Owners if the President is present at such meetings.
- 5.2 If the President is not present at a meeting, the Secretary is to act as chairperson of meetings of the Board and Owners.
- 5.3 Despite the foregoing provisions, those present at a meeting may vote to have someone else act as chairperson of the meeting, including, for example, the Corporation's solicitor or property manager.
- 5.4 For the purposes of this By-Law, the person acting as chairperson of meetings in accordance with the foregoing provisions shall be referred to herein as the "Chairperson".

(Presence at meetings of the Owners)

- 5.5 The Board has the discretion, acting reasonably, to govern the manner in which Owners and mortgagees may be present at any meeting of Owners or represented by proxy, subject to the following:
- (a) Owners are entitled to use electronic means to complete and execute proxies for their units ("e-proxies"). E-proxies are considered proxies for the purposes of the Act and its regulations and are not considered votes cast by electronic means as described below;
 - (b) In addition to attending in person or by proxy, Owners may be entitled to attend a meeting via telephonic or electronic means so long as the system:
 - (i) permits the owners to participate in the meeting concurrently; and,
 - (ii) does not create a distraction or otherwise interfere with the meeting, including due to excessive noise or inconvenience; and
 - (c) The Corporation will notify Owners of the available options for being present at the meeting in the Notice of Meeting distributed to the owners prior to the meeting.

(Voting at meetings of the Board and Owners)

- 5.6 Voting at Owners and Directors meetings shall be by a show of hands or recorded vote (including by electronic and/or telephonic means).
- 5.7 With respect to voting by a show of hands, a declaration by the Chairperson as to the outcome of the vote and an entry to that effect in the minutes of the meeting shall, in the absence of specific evidence to the contrary, be accepted. In such case other proof of the number or proportion of the votes recorded in favour of or against any question or resolution is not needed.
- 5.8 The Board has the discretion, acting reasonably, to determine the means of electronic and/or telephonic voting that will be permitted at any meeting of the Owners, subject to the following:
- (a) Votes cast by electronic or telephonic means are considered a ballot for the purposes of the Act and its regulations;
 - (b) Ballots cast by electronic or telephonic means will be counted towards quorum for the meeting as if the Owner were present at the meeting;
 - (c) All matters to be voted upon at the meeting must be included on the ballot for the meeting;
 - (d) The ballots are valid only for one meeting, including any continuation of the meeting at a later date, but not any other meeting;
 - (e) Only Owners will be entitled to vote by electronic or telephonic means;

- (f) The voting system must be able to confirm the identity of the Owners before allowing them to cast their ballots;
- (g) The voting system must produce a record that includes the vote(s) cast, the date and time of the vote(s), and the name of the Owners who voted;
- (h) The system may produce a record that summarizes all of the votes received. It will be up to the Chairperson of the meeting to determine if the summary will be accepted as a ballot itself or if the individual records referred to in paragraph (g) above will be considered the ballots for the meeting; and
- (i) The available options for voting by telephonic or electronic means will be described in the Notice of Meeting distributed to the Owners before the meeting. The notice will include a cut-off date and time for votes to be cast to ensure they are received prior to the meeting.

5.9 Despite the provisions of Section 5.7, where the number of candidates standing for election to the Board is greater than the number of vacant positions on the Board, a vote for the election of Directors shall be conducted by recorded vote. Further, any vote for the removal of Directors shall be conducted by recorded vote.

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

(Rules of Parliamentary Procedure)

5.11 Robert's Rules of Order, as updated or revised from time to time, is adopted with respect to all meetings of the Board and Owners.

5.12 These rules are the parliamentary authority of the Corporation. At any meeting of the Board or Owners, the meeting may, by a vote of a majority of those in attendance who are entitled to vote at the meeting, adopt special rules of order or modify or suspend portions or all of such Rules of Order. Such adoption, modification or suspension remains in effect for such length of time as determined by the said vote and may extend if so determined by such vote to subsequent meetings.

Article 6 - Meetings of Owners

(Meetings to be held locally)

6.1 After the turnover meeting of the Corporation, all meetings of Owners are to be held within the City of Waterloo. Prior to such turnover meeting, the meetings of Owners may be held anywhere in the Province of Ontario.

(Representation at meetings of corporate Owners and those who do not attend or are unable to be present or represent themselves)

6.2 The following persons may represent Owners or mortgagees at meetings of the Owners and may vote in the same manner and to the same extent as such Owners or mortgagees:

- (a) an executor/estate trustee;
- (b) an administrator;
- (c) an attorney for property;
- (d) a committee of a mentally incompetent person;
- (e) a guardian;
- (f) a trustee;
- (g) if a corporation is an Owner or acts as one (1) of the foregoing, any person duly appointed a proxy for such corporation; or

- (h) a properly appointed proxy;

upon filing with the Secretary of the meeting sufficient proof of his, her or its appointment, prior to the commencement of the meeting in question.

(Provisions relating to requisitioned meetings)

- 6.3 A requisition for a meeting of Owners may be made pursuant to Subsection 46(1) of the Act by those Owners who, at the time the Board receives the requisition,
- (a) own at least fifteen per cent (15%) of the Units within the Condominium Plan⁵,
 - (b) are listed in the record maintained by the Corporation under Subsection 46.1(3) of the Act, and
 - (c) are entitled to vote.
- 6.4 To permit the Board to determine if the persons signing the requisition are shown on the register and entitled to vote, the names of all the requisitionists must be legibly printed or typed under the signature of each requisitionist.
- 6.5 Any signature that is not identified by a legibly printed or typed name of the signatory shall not be counted or otherwise considered in determining if the requisite percentage of Owners have signed the requisition for meeting.

(Section 46.1 Record and Voting)

- 6.6 For the purposes of the record required to be maintained by the Corporation pursuant to Subsection 46.1 (3) of the Act (the “Section 46.1 Record”), each Owner of every Unit is required to provide the Corporation with written notice of such Owner’s name and current address for service immediately:
- (a) when such Owner acquires any ownership interest in the Unit; and
 - (b) subsequently upon there being any change to such Owner’s name and/or address for service.
- 6.7 In the event of any dispute or question as to the correct name and address for service for the Unit Owner, reference shall be had to the most recent written notice received by the Corporation in accordance with this provision and the same shall be deemed to be correct as at the date of such dispute or question. In the event no such notice has been received by the Corporation with respect to a Unit, then regardless of whether or not the Owner of the Unit resides in the Unit, the name of the Owner(s) as registered on title to the Unit and the municipal address of the Unit shall be deemed to be, respectively, the Owner’s name and address for service for the purposes of the Section 46.1 Record. Furthermore, each Owner of a Unit must advise the Board of Directors in writing of the name of any person who occupies or lives in the Unit owned by such Owner forthwith upon any such person occupying or commencing to live in the Unit.
- 6.8 For the purposes of ensuring that votes for each Unit are properly cast and counted in accordance with the provisions of Section 51 of the Act, the Board is entitled to require:
- (a) each Unit Owner to inform the Corporation in writing as to whether the Unit Owner holds title to such Unit Owner’s Unit exclusively, or in common with one (1) or more other person(s), and if the latter, to provide the Corporation with the legal name(s) of such other Owner(s);
 - (b) any Unit Owner to provide a copy of the most recently registered transfer/deed of such Owner's Unit to the Board;

⁵ References in this By-Law to the “Condominium Plan” shall mean Waterloo Standard Condominium Plan No. <Condo Number>.

and such information shall be entered into the Section 46.1 Record upon receipt.

6.9 Where the Section 46.1 Record provides that title to a Unit is held jointly by two (2) or more Unit Owners, and only one (1) of the Unit Owners of the Unit attends a meeting of the Corporation in person or by proxy, the Corporation shall be entitled to:

- (a) count such attendance toward quorum for the meeting; and
- (b) rely on a vote cast by such Unit Owner and treat the same as valid and representing and being the vote on behalf of all of the Unit Owners of the Unit unless the Corporation is advised in writing to the contrary by any other Unit Owner of the Unit in question prior to such vote being cast.

6.10 Where the Section 46.1 Record provides that title to a Unit is held jointly by two (2) or more Unit Owners, and more than one (1) of the Unit Owners of the Unit attends a meeting of the Corporation in person or by proxy, the Corporation shall be entitled to:

- (a) count such attendance toward quorum for the meeting; and
- (b) rely on a vote cast by such Unit Owner(s) or any one (1) of them and treat the same as valid and representing and being the vote on behalf of all of the Unit Owners of the Unit unless one (1) of the following has occurred:
 - (i) the Corporation has been advised in writing to the contrary by any other Unit Owner of the Unit in question prior to the vote being cast; or
 - (ii) another Unit Owner of the Unit purports to vote on the same question by a separate vote; or
 - (iii) an objection to the vote being made by such Unit Owner or Owners, as the case may be, is made to the Chairperson by any other Unit Owner of the Unit who is present at the meeting in person or by proxy, prior to the vote in question being cast.

6.11 Where one (1) or more of the circumstances referred to in Subsection 6.10(b) has occurred, the vote of the Unit Owners of the Unit in question shall be that of the majority of the Unit Owners of the Unit in question as determined by the Chairperson in accordance with the provisions of Section 6.12 and 6.13 below.

6.12 In determining if the majority of the Unit Owners of the Unit in question are agreed on how to exercise a vote, the Chairperson shall assume that any and all other joint Unit Owner(s) of the Unit not present at the meeting in person or by proxy is/are in agreement with the opinion of the majority of the Unit Owners of the Unit who are present in person or by proxy at the meeting unless the Corporation has been advised in writing to the contrary by any other Unit Owner of the Unit in question who is not so present at the meeting prior to the vote being cast.

6.13 In determining if the majority of the Unit Owners of the Unit in question are agreed on how to exercise a vote, in circumstances where the joint Unit Owners of the Unit who are present at the meeting in person or by proxy are evenly divided on how to exercise the vote, the Chairperson shall assume that any joint Unit Owner(s) of the Unit who is not present at the meeting in person or by proxy is abstaining from voting or having any opinion on the vote in question so that the vote of the Owners of the Unit in question shall not be counted.

(Provisions relating to the use of Proxies and nominations for Directors from the floor of an Owners' meeting)

6.14 Only the form of proxy prescribed by the Act may be used at any meeting of Owners.

6.15 Votes conducted at a meeting of Owners may be in any method permitted by the Act. Any person entitled to vote at the meeting may request prior to a vote or immediately after a vote that a recorded vote be held on any item scheduled for a vote. Despite the provisions of Section 5.6, where the number of candidates standing for election to the Board is greater than the number of vacant positions on the Board, any vote for the election of Directors shall be

conducted by recorded vote. Further, any vote for the removal of Directors shall be conducted by recorded vote.

- 6.16 There shall be no nominations of candidates for Director(s) from the floor at a meeting of Owners if there are a sufficient number of qualified candidates who have notified the Corporation of their candidacy in writing and in accordance with the Act before a meeting of Owners and who remain willing to stand as candidates for election at the time of the election and have made any disclosures required by the Act or the by-laws of the Corporation.

(Candidates for Owner-Occupant position on the Board)

- 6.17 An individual may stand for both the Owner occupant position on the Board and that of regular Board member. If an election is to take place at a meeting for both positions, the election for the Owner occupant position must be held first. Anyone who has stated an intention to stand for both positions and given notice as required by subsection 28(2) and (3) of the Act and who is elected to be the Owner occupant Director is deemed to have withdrawn his or her candidacy for the regular Board position(s). However, should the said individual not be elected to be the Owner occupant Director, such individual may then be considered for the position of a regular Board member at the election to be held following the election of the Owner occupant Director at the same meeting.

Article 7 - Rescheduling of meetings lacking sufficient attendance

- 7.1 If, thirty (30) minutes after the time appointed for the holding of any meeting of Directors or Owners, a quorum (which shall be the minimum number prescribed by the Act) is not present, or should such numbers of persons leave a meeting of Directors or Owners at which quorum had been attained so that quorum no longer remains, the meeting shall be adjourned.
- 7.2 Any such meeting of Directors that does not acquire or loses quorum shall be adjourned to a date, time and place that is established by a quorum of Directors and of which notice is given as prescribed herein and by the Act, failing which the same shall automatically be adjourned to the next regularly scheduled meeting of the Board notice of which need not be given to anyone.
- 7.3 Any meeting of Owners that does not acquire or loses quorum shall be adjourned to a date, time and place that is established by the Board and of which notice is given as prescribed herein and by the Act. There is no different requirement for notice of such adjourned meeting than there is for any other meeting of Owners.

Article 8 - Officers

(Qualifications and Appointment of Officers)

- 8.1 Subject to any relevant provisions of the Act, an Officer does not need to be a member of the Board or an Owner, but must be appointed by the Board of Directors by resolution.

(Removal)

- 8.2 The Board may remove any Officer any time by passing a resolution removing such Officer.

(Duties of Officers)

- 8.3 The duties and responsibilities of Officers are determined by the Board.
- 8.4 Notwithstanding the foregoing, the following offices shall possess the following minimum duties and responsibilities:

(The President)

- (a) The President has the responsibility to generally supervise the business and affairs of the Corporation. The President may delegate some or all of his or her authority to another member of the Board. The President must be elected by the Directors by secret written ballot.

(The Secretary)

- (b) The Secretary is responsible for giving notices of meetings or otherwise as required by the Act. The Secretary is responsible to ensure that proper minutes of meetings are recorded. The Secretary must use his or her best efforts to attend all meetings of the Board and Owners. If the Secretary cannot attend a meeting, the Secretary may appoint someone deemed suitable by the Secretary to act in the place of the Secretary. The Secretary is the custodian of all books, papers, records, documents and other instruments belonging to the Corporation other than financial documents to be maintained by the Treasurer. The Secretary may, with the consent of the Board, permit the property manager or such other person as the Board deems suitable to be the custodian of all books, papers, records, documents and other instruments belonging to the Corporation.

(The Treasurer)

- (c) The Treasurer is responsible to see that proper financial records of the Corporation are kept. The Treasurer is also responsible for the safe keeping of financial documents and evidence of investment and liability. The Treasurer may, with the consent of the Board, delegate some or all of the actual accounting responsibilities and safekeeping of documents to the property manager or such other person as the Board deems suitable.

(Property Manager)

- 8.5 The Board may appoint or hire a property manager and authorize such manager to manage some or all of the day to day affairs of the Corporation. The property manager may be delegated some or all of the responsibilities of the Officers of the Corporation.

(Other Officers)

- 8.6 The Board may appoint such other Officers, or assistants to any of the existing Officers, as it deems appropriate, including one (1) or more Vice-Presidents and/or authorized signing Officers, and may assign such duties to such other Officers and/or assistant Officers or may re-assign duties as between existing Officers and/or assistant Officers as the Board, in the Board's absolute discretion, deems appropriate. The Board may, as the Board deems appropriate, change the titles and/or duties of any of the Officers of the Corporation.

(Remuneration of Officers)

- 8.7 The Board of Directors of the Corporation may by resolution, from time to time, set the amount of any remuneration to be paid to any one (1) or more Officers of the Corporation as the Board of Directors in their absolute judgement may determine.

Article 9 - Committees

- 9.1 The Board may from time to time appoint one (1) or more committees constituted as determined by the Board in the Board's absolute discretion to assist the Board with the management of the affairs of the Corporation and in obtaining information and opinions required by the Board to properly manage the affairs of the Corporation and make recommendations on such matters as may be determined by the Board. The Board has the right to establish the terms of reference of any committees appointed by the Board, including, without limitation, appointment of committee members, the number of committee members, the number, time and location of committee meetings and the responsibilities of the committee.
- 9.2 The Board has the right to establish further guidelines with respect to the creation of committees from time to time.
- 9.3 The Board has the right to terminate the use of any committees at the discretion of the Board.
- 9.4 The Board has no obligation to follow the advice or recommendation of any committee as final decisions relating to the management and operations of the Corporation rest with the Board.

Article 10 - Banking Arrangements and Execution of Documents

(Free to deal with Banks, Credit Unions and/or Trust Companies)

- 10.1 The Corporation may transact its financial affairs with such banks, credit unions or trust companies as the Board may choose from time to time. The banking of the Corporation may be done by such people and in such manner as the Board may decide.

(Most documents require two (2) signatories)

- 10.2 Subject to specific resolutions of the Board to the contrary, documents signed on behalf of the Corporation must be signed by any two (2) Officers/or Directors or by a Director and an Officer of the Corporation. No Director or Officer may be a signatory on a cheque made out to such Director or Officer.

(Specific resolution may permit one (1) person to sign documents)

- 10.3 The Board may by specific resolution direct who may sign any particular document and whether any particular document need only be signed by one (1) person. A general resolution giving such signing authority to just one (1) person is not permitted unless such person is the property manager appointed by the Board and under contract to the Corporation.

Article 11 - Financial Matters

(Year end)

- 11.1 The first financial year of the Corporation shall end on the last day of the month in which the anniversary of the registration date of the Condominium Plan falls in each year or on such other day as the Board by resolution may decide.

(Borrowing)

- 11.2 The Directors may from time to time:

- (a) borrow money on the credit of the Corporation on behalf of the Corporation, provided such borrowing is approved by the majority of Owners in attendance at a meeting called for such approval;
- (b) issue, sell or pledge securities (including bonds, debentures, debenture stock or other like liabilities) of the Corporation but no invitation shall be extended to the public to subscribe for any such securities;
- (c) charge, mortgage, hypothecate or pledge any existing or future real or personal, movable or immovable property of the Corporation, including book debts, rights, powers, franchises and undertaking, to secure any debt or liability of the Corporation;
- (d) establish a continuing line of credit,

provided the expenditure(s) funded by the borrowing or line of credit is used for expenditures listed in the budget of the Corporation for its current fiscal year.

(Matters Relating to Common Expenses)

- 11.3 Assessment of Common Expenses:

(Regular Annual Budget)

- (a) The Board shall from time to time and at least annually prepare a budget for the next fiscal year, or remainder of the current fiscal year. Common expenses are to be assessed to each Unit in accordance with the percentages set out in the Declaration.

(Special Assessments)

- (b) In addition, expenditures not contemplated in the foregoing budget or which exceed the amounts set out in the foregoing budget for contemplated items of expenditure may be assessed at any time by the Board. To make this assessment, the Board must serve notice of such assessment on all Owners. The notice shall include a written statement setting out the reasons for the assessment. The assessment shall be payable by each

Owner as common expenses at such time or times as determined by the Board and set out in written notice given to the Owners.

11.4 Payment of common expenses:

- (a) The Owner of each Unit must pay one-twelfth (1/12th) of the annual assessment of common expenses levied on account of the Unit of such Owner on the first day of each month next following delivery of such assessment until a new assessment is delivered to such Owner.

11.5 Owners liability ends upon transfer of Unit:

- (a) If any common expenses are payable after an Owner transfers the title to the Unit of such Owner, such Owner is not responsible to pay such common expenses. Any such common expenses shall be paid by the Owner of the Unit at the time such common expenses are payable.

11.6 Legal Action permitted to collect common expense arrears:

- (a) In addition to any remedies provided by the Act, the Board may bring legal action for the collection of common expenses in arrears for at least fifteen (15) days. If such action is commenced the Corporation is entitled to be indemnified by the defaulting Owner as part of such action for all costs of such action including legal costs as between a solicitor and his/her own client.

11.7 Interest on common expenses arrears:

- (a) Arrears of common expenses will bear interest calculated monthly at a variable rate equal to the Prime Rate⁶ as of the first day of January in the year in which such interest is to be calculated plus two per cent (2%). Such interest is deemed to be part of the common expenses that are in arrears. Any lien that arises because of the failure to pay common expenses when due shall also include such interest. Such lien is not released until such interest is paid.

(Application of payments to oldest arrears)

11.8 All payments made toward the contribution to common expenses for a Unit, whether with respect to the annual assessment or any special assessment or any other amounts duly deemed to be common expenses, shall, notwithstanding any direction by the owner of such Unit (written or otherwise) to the contrary, be applied first toward payment of the oldest arrears of common expenses owing on account of the Unit.

11.9 Section 11.8 is subject to the right of the Board to treat any payment differently from the foregoing in respect of any payment where the Board in this sole discretion deems it reasonable and appropriate to do so. Such decision of the Board must be evidenced by a written resolution of the Board kept in the records of the Corporation. No such resolution of the Board in respect of any payment shall bind the Board with respect to the application of this provision to other payments made on account of the same Unit or Unit Owner.

(Realty tax assessments)

11.10 The Corporation is authorized, at the Board's discretion, to object to assessments under the *Assessment Act* or its successor legislation on behalf of Owners provided it complies with the Act and its regulations. The costs thereof shall be a common expense of the Corporation.

11.11 The Corporation is authorized to defray the costs of a Unit Owner's objection to an assessment under the *Assessment Act* out of the common expenses, at the sole discretion of the Board.

Article 12 - Insurance

⁶ "Prime Rate" means the floating annual rate of interest established from time to time by the Canadian Imperial Bank of Commerce (or successor) as a reference rate of interest in Canada for Canadian dollar loans to commercial customers in Canada and designated as its prime rate.

12.1 The Corporation shall maintain insurance as required by the Act.

(Deductibles)

(Damage to common elements)

12.2 If damage should occur to part of the non-exclusive use portions of the common elements and an occupant of or visitor to a Unit (such person is referred to herein as a "Unit Occupant") is responsible for such damage and such damage was not caused by the Corporation or any agent or employee thereof, the amount that is the lesser of the cost of repairing the damage and the deductible limit of the Corporation's insurance policy will be the responsibility of the Owner who owns the Unit in which the Unit Occupant responsible for the damage resides.

(Damage to Units and/or exclusive use portions of the common elements)

Article 13 - Standard Unit Definition

13.1 The Act requires that the determination of what constitutes an "Improvement" or "Improvements" to a condominium Unit shall be determined by reference to the defined "standard unit" for the class of Units to which the Unit belongs.

13.2 The Corporation is responsible to insure the Units of this Condominium Plan exclusive of the Improvements to the Units.

13.3 Each Unit Owner is responsible to insure the Improvements to such Owner's Unit.

13.4 Section 89 of the Act provides that the obligation to repair after damage does not include the obligation to repair after damage improvements made to a Unit.

13.5 Any component of a Unit over and above the defined "standard unit" for that class of Unit is considered to be an Improvement to the Unit.

13.6 For clarification, the consequence of such definition of "standard unit" is to cause all components of a Unit not specifically stated to be part of the standard unit to be classified, considered and defined as an Improvement thereby making the Owner(s) of such Unit completely responsible for all insurance relating to such Improvement and relieving the Corporation from being required to provide or maintain any insurance on account of such Improvement.

13.7 If any component of a standard unit must be "upgraded" or changed to comply with any applicable governmental or authority regulation or code while being repaired or replaced on account of insurable damage or destruction the said upgrade or change shall be considered part of the standard unit despite not being clearly defined herein as being part of the standard unit.

13.8 This Condominium Plan contains the following classes of Units:

(a) Residential Units;

13.9 The Corporation therefore creates the following definitions of a "standard unit" for the class of Units within the Condominium Plan.

Article 14 - Standard Unit Definition for Residential Units

14.1 The following standard unit definition for Residential Units applies to all Residential Units in this Condominium Plan (both before and after any phase (if any) is added thereto).

14.2 The standard unit definition for a Residential Unit shall include only those components of the following that are within the Unit boundaries of the Residential Unit, such boundaries being determined by reference to the relevant schedule of the Declaration and by reference to the description plans:

(a) all components of the exterior building envelope, including roofing assembly and/or roofing materials, eavestroughs and downspouts that form part of the Unit, all existing insulation (including exterior basement walls including any insulation on the inside face thereof), all exterior wall cladding and surface covering including without limitation all

bricks, stonework, vinyl, aluminium and/or other siding, all doors (inclusive of patio and garage doors, if any) and windows, caulking and sealants, hose bibs, electrical outlets and screens;

- (b) in respect of the physical ceilings in habitable rooms in the uppermost floor of the Unit, every component of the Unit above and including the physical ceiling (if any and if any part of the physical ceiling is below the upper boundary of the Unit) (including taping and sanding of such physical ceiling that forms part of the Unit if the same is drywall or equivalent) but not including any priming, painting, staining, plaster finishes such as stucco or stipple or any other “finishing features” with respect to such ceilings to the extent that such priming, painting, staining, plaster finishes such as stucco or stipple or any other “finishing features” lie within the unit boundaries of the Unit;
- (c) in respect of all other ceilings, every component of the Unit above and including the physical ceiling to and including the floor assemblies referenced in the following subparagraph that lie above such ceiling, including taping and sanding of such physical ceiling if the same is drywall or equivalent) but not including any priming, painting, staining, plaster finishes such as stucco or stipple or any other “finishing features” with respect to such ceilings;
- (d) floor assemblies, including any concrete slabs and/or other structural floor assemblies that form part of the Unit constructed to and including the sub-floor but not including any floor coverings;
- (e) all installations with respect to the provision of water and sewage services, save that any water heaters shall constitute an Improvement to the Unit;
- (f) all installations with respect to the provision of heat and ventilation save that all furnaces and AC and Other Equipment as defined in the Declaration of the Corporation shall constitute an Improvement to the Unit;
- (g) all installations with respect to the provision of electricity service (including the unit electrical panel), telephone cable and rough ins (maximum of three (3) locations), cable television cable and rough ins (maximum of two (2) locations), all requisite smoke detectors as required by applicable regulation hard wired into the electrical system, one (1) standard dryer electrical outlet, one (1) standard stove electrical outlet;
- (h) in the case of interior partitions and walls every component of the partition or wall (including taping and sanding of such partition or wall if the same is drywall or equivalent) but not including any priming, painting, staining, plaster finishes or stipple, wall coverings or any other “finishing features” with respect to such partition or wall;
- (i) in the case of partitions and walls between Units (if any) every component of the partition or wall (including insulation (if any) and including taping and sanding of such partition or wall if the same is drywall or equivalent) but not including any priming, painting, staining, plaster finishes or stipple, wall coverings or any other “finishing features” with respect to such partition or wall;
- (j) in the case of partitions and walls between Units and common elements, every component of the partition or wall (including insulation (if any) and including taping and sanding of such partition or wall if the same is drywall or equivalent) but not including any priming, painting, staining, plaster finishes or stipple, wall coverings or any other “finishing features” with respect to such partition or wall;
- (k) basic unimproved stairways, if any, not including any covering or improvement thereto and not including any upgraded components of stairways or stairways made up of specialty woods such as oak, ash or other materials that by their nature preclude the need for further covering. It is not intended the standard unit definition for Residential Units will include stairways that are made up of materials other than basic construction materials, meaning the standard unit definition for Residential Units only includes those components of any stairways that are not in themselves suitable for use without being carpeted or otherwise covered, stained or painted; and

- (l) such other components of the Unit which the Declarant would have had to construct by the then current regulations (as at the time of the repair) to achieve registration of the Condominium Plan including without limiting the generality of the foregoing, all conduits, pipes, ducts, cables, wires, service connections, lines, water mains, telephone cables and access transmission lines and public utility lines that, without limiting the generality of the foregoing, provide or transmit power, communication facilities, water, fuel, and/or sewage disposal, provided same are part of the Unit.

14.3 Anything within the unit boundaries of a unit which is over and above such minimum requirements set out above shall be considered an Improvement to the unit. For greater certainty and without limiting the generality of the foregoing all: [NTD: I think this section on improvements can be removed, if

- (a) furnaces;
- (b) water softeners;
- (c) water heaters;
- (d) sump pumps that do not constitute Common Services or Common Elements;
- (e) interior trim (including casings, baseboards, doors and shelving);
- (f) floor coverings (including underpad);
- (g) countertops;
- (h) wall coverings (including primer, paint, tile and/or wall paper);
- (i) priming, painting, staining, plaster finishes such as stucco or stipple or any other “finishing features” with respect to ceilings;
- (j) window coverings;
- (k) plumbing and electrical fixtures;
- (l) unit lighting;
- (m) kitchen and bathroom cabinetry;
- (n) bath tubs, toilets, showers and sinks,

are considered an Improvement to the Residential Unit and are the unit Owners’ responsibility to insure and to repair (subject to the provisions in the Declaration of the Corporation).

14.4 For clarification, the consequence of such definition of “standard unit” is to cause all components of a unit that is not specifically stated to be part of the standard unit to be classified, considered and defined as an Improvement thereby making the Owner(s) of such unit completely responsible for all insurance relating thereto and relieving the Corporation from being required to provide or maintain any insurance on account thereof.

14.5 If any component of the standard unit must be “upgraded” or changed in order to comply with any applicable governmental or authority regulation or code while being repaired or replaced on account of insurable damage or destruction the said upgrade or change shall be considered part of the standard unit despite not being clearly defined herein as being part of the standard unit.

Article 15 - Authority for the Board to Lease or Licence Common Elements

15.1 The Board is authorized on behalf of the Corporation to:

- (a) enter into one (1) or more leases and/or licence agreements from time to time with respect to those parts of the common elements that are not exclusive use portions of the common elements, on terms and conditions acceptable to the Board in the Board’s discretion from time to time;

- (b) subject to the conditions of the Declaration of the Corporation with respect to the use of parking spaces (if any), enter into leases or licence agreements with respect to parking spaces, if any, that are not assigned to the exclusive use of any Owner, the terms and conditions of such lease or licences to be established by the Board from time to time;
- (c) amend the terms of any such lease and/or licence agreement from time to time on terms and conditions acceptable to the Board in the Board's discretion from time to time;
- (d) terminate any such lease and/or licence agreement from time to time on terms and conditions acceptable to the Board in the Board's discretion from time to time;
- (e) grant or transfer any one (1) or more easements and/or rights of way from time to time over, upon, under or through (or otherwise affecting) any part or parts of the common elements on terms and conditions acceptable to the Board in the Board's discretion from time to time;
- (f) amend the terms of any one (1) or more easements and/or rights of way from time to time over, upon, under or through (or otherwise affecting) any part or parts of the common elements on terms and conditions acceptable to the Board in the Board's discretion from time to time;
- (g) terminate/release/abandon any one (1) or more easements and/or rights of way from time to time over, upon, under or through (or otherwise affecting) any part or parts of the common elements on terms and conditions acceptable to the Board in the Board's discretion from time to time;
- (h) accept any easement or right of way to which any part of this Condominium Plan is the dominant lands on terms and conditions acceptable to the Board in the Board's discretion from time to time;
- (i) agree to amend the terms of any one (1) or more easements or rights of way to which any part of this Condominium Plan is the dominant lands on terms and conditions acceptable to the Board in the Board's discretion from time to time; and
- (j) terminate/release/abandon any easement or right-of-way to which any part of this Condominium Plan is the dominant lands on terms and conditions acceptable to the Board in the Board's discretion from time to time.

15.2 To the extent that the Act requires any action set out in section 15.1 to be authorized by a by-law, this By-law shall be deemed and construed for all purposes to be and constitute the by-law providing the Board with the requisite authority to enter into any such lease, license, easement or right of way including any amendment or termination/release/abandonment of any lease, license, easement or right of way.

Article 16 - Records

16.1 Records of the Corporation may be requested, produced, and inspected in accordance with the Act.

Article 17 - Notice

(How notice is to be given)

17.1 Other than as set out in this By-Law to the contrary, any notice, communication or other document, including budgets and notices of assessments ("Notice Document") required to be given or delivered by the Corporation shall be sufficiently given by:

- (a) personal delivery of the Notice Document by handing it to the Owner of a Unit or if jointly owned to one (1) of such joint Owners or by simply leaving the Notice Document at the address noted on the Register for the recipient, addressed to the recipient;
- (b) mailing the Notice Document by prepaid ordinary mail or registered mail to the address noted on the Register for the recipient addressed to the recipient; or,

- (c) such other means of electronic transmission as is generally accepted for giving of notice and/or transmission of documents.

(Notice to persons not listed on the Register)

- 17.2 Notice to persons whose address does not appear on the Register shall be given by forwarding same to any address(es) for such persons known to the Board.

(When notice is deemed to be received)

- 17.3 Any Notice Document shall be deemed to have been received by the recipient:

- (a) if delivered personally, when delivered;
- (b) if mailed, on the day it is mailed; or,
- (c) if sent by other form of electronic transmission, upon such transmission being made.

(Notice to the Corporation)

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

(Failure to give proper or any notice)

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

Article 18 - Indemnity and Assumption Agreement with Declarant

- 18.1 The Directors of the Corporation shall cause the Corporation to enter into an agreement with the Declarant in the form attached hereto as Schedule "B" (the "Indemnity and Assumption Agreement") that shall provide, amongst other things, that, effective as of the registration date of the Corporation:

- (a) the Corporation shall assume and be responsible for complying with the terms of the Agreements (as such term is defined in the Indemnity and Assumption Agreement);
- (b) the Corporation shall indemnify and save the Declarant harmless from all actions, causes of actions, claims and demands for damages or loss which are brought by the Corporation in contravention of the Indemnity and Assumption Agreement;
- (c) the Indemnity and Assumption Agreement shall neither be terminated nor terminable by the Corporation following the turnover meeting; and
- (d) the Indemnity and Assumption Agreement shall enure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

Article 19 - Mediation

- 19.1 Any mediation involving any of the Owners of the Condominium Plan and/or the Corporation shall, in the absence of a written agreement to the contrary by all participants be conducted in accordance with the provisions of the attached Mediation Schedule.

Article 20 - Miscellaneous

- 20.1 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.
- 20.2 The invalidity of any part of this By-Law shall not impair or affect in any manner the validity and enforceability or effect of the balance thereof.

- 20.3 No restriction, condition, obligation or provision contained in this By-Law shall be deemed to have been abrogated or waived because of any failure to enforce the same, irrespective of the number of violations or breaches that may occur.
- 20.4 The use of headings in this By-Law are for convenience of reference only and shall not affect the interpretation of this By-Law.

Schedule “A” Mediation Schedule

With respect to any matter which is being mediated pursuant to the provisions of the *Condominium Act, 1998* (the “Act”) the parties to the mediation (the “Parties”) must follow the following procedures and the mediation shall be governed by the same unless all Parties to the mediation agree in writing to the contrary.

Confidentiality

1. The mediation will be a confidential settlement process. Anything discussed in the mediation cannot be used in any proceeding by anyone.
2. Mediation sessions are settlement negotiations and disclosures are inadmissible during any further litigation or arbitration to the extent allowed by law. The Parties will not subpoena or otherwise require the mediator to testify or produce records or notes in any future proceedings. No transcripts will be kept of the mediation conference.
3. The Parties shall not rely on or introduce as evidence in subsequent arbitral or judicial proceedings:
 - (a) any views expressed, or suggestions made, by the other Party in respect of the possible settlement of the dispute;
 - (b) any admissions made by the other Party in the course of the mediation;
 - (c) the fact that the other Party had indicated a willingness to accept a proposal or recommendation for settlement made by another Party or the mediator;
 - (d) proposals made or views expressed by the mediator or by either Party.
4. All mediation conferences shall be held in private.
5. The only persons entitled to be present without the consent of the mediator, shall be the Parties and/or their representatives.
6. During the mediation process the mediator may disclose to either Party any information provided by either Party, unless the disclosing Party has specifically requested the mediator to keep the information confidential. The mediator will not disclose to anyone who is not a Party to the mediation anything (i.e., any materials submitted to the mediator) except:
 - (a) where applicable, to the lawyers or other professionals retained on behalf of the Parties or to non-Parties consented to in writing by the Parties, as deemed appropriate or necessary by the mediator;
 - (b) where ordered to do so by a judicial authority or where required to do so by law.

Summary of dispute

7. In order to facilitate a more complete understanding of the controversy and the issues to be mediated, the Parties will each provide the mediator with a brief written summary (of approximately three (3) pages) of the controversy as they see it, not less than two (2) days prior to the first meeting with the mediator.

Role of mediator

8. The mediator’s role is to assist the Parties to negotiate a resolution of their dispute. The mediator will not make decisions for the Parties about how the matter should or must be resolved.

Voluntary participation

9. Following each Party's initial attendance at the mediation session, each Party's participation in the mediation is voluntary. Any Party or the mediator may withdraw from the mediation at any time for any reason.

Representation of Parties

10. Parties to mediation are entitled to legal representation or advice prior to or during the mediation. They may have lawyers present at the mediation if they so desire. If the mediator selected by the Parties is a qualified lawyer she (he) will not provide legal representation or legal advice to any Party at any time, and the mediator will have no duty to assist or protect the legal rights and responsibilities of any Party, or to raise any issue not raised by the Parties themselves, or to determine who should participate in the mediation.

Payment of mediator's fees and expenses

11. Each Party shall pay the share of the mediator's fees and expenses that the settlement specifies, if a settlement is obtained, or the mediator specifies in the notice stating that the mediation has failed, if the mediation fails.

Choice and role of mediator and mediation agreement

12. The Parties shall sign the form of mediation agreement (if any) required by the mediator.
13. Mediation shall be conducted by one (1) mediator.
14. If the Parties to a mediation do not select a mediator within sixty (60) days after the Parties agree in writing to submit the disagreement to mediation the disagreement shall proceed to arbitration under the *Arbitration Act, 1991* and the mediation shall be deemed to have failed.
15. The selected mediator will not represent either of the Parties in any subsequent related legal proceeding between the Parties or where they are opposed in interest.

Initial meeting

16. The mediator shall, on a date established by the mediator after consultation with the Parties and/or their solicitors, meet with each of the Parties and/or their solicitors separately to determine all procedural matters, including the following:
- (a) what issues are in dispute and which matters, if any, can be agreed upon;
 - (b) what documents, correspondence, books or records exist or can be produced, when they shall be produced or exchanged and by whom;
 - (c) whether "on site" inspections and/or interviews shall be part of the proceedings;
 - (d) the retainer of experts or consultants by the mediator;
 - (e) the basis upon which the mediator's fees shall be calculated, secured and paid, including any deposit to be paid in advance;
 - (f) clarification of any initial perceived bias and agreement on dealing with it;
 - (g) whether special services such as interpreters, document translations or security measures are required, and how such services shall be provided and paid for;
 - (h) fixing the locale where the mediation is to be held; and
 - (i) setting the date, time and place of the initial mediation conference.
17. At the initial meeting with each Party, the mediator shall disclose any personal interest in the dispute, or any previous relationship with any of the Parties, or any specific bias regarding any of the issues.
18. The initial meeting may be held by teleconference with the consent of all Parties and the mediator.

19. The address for service for each Party shall be provided by the Parties to the mediator at the preliminary meeting and service to this address shall be deemed good and sufficient.
20. Any consensus reached at the preliminary meeting shall be recorded in writing by the Mediator and such records shall be sent within four (4) days of that meeting to each of the Parties.

Mediation conferences

21. The mediator shall schedule the date, time and location for any subsequent mediation conferences after consultation with the Parties and/or their solicitors and shall give each Party at least two (2) days' written notice of the agreed upon date, time and location.
22. A mediation conference may be terminated at any time by any Party, her or his counsel or the mediator for any reason.
23. Where a Party fails to attend or be represented at a mediation conference despite proper notice, the mediator may adjourn the mediation conference to a later date with fourteen (14) days' notice to all Parties, and costs may be assessed against the defaulting Party.

Report of settlement

24. Upon obtaining a settlement between the Parties with respect to the disagreement submitted to mediation, the mediator shall make a written report of the settlement which shall form part of the agreement or matter that was the subject of the mediation.

Notice of failure of mediation

25. If any one (1) or more of the Parties will not cooperate with the other(s) and/or the mediator (as determined by the mediator in the mediator's absolute discretion) or if the Parties are unable with the assistance of the mediator, to settle their dispute, the mediator shall deliver a notice to the Parties stating the mediation has failed, and if the nature of the dispute concerns a matter that falls within a category of disagreement described in the Act as requiring alternate dispute resolution, the Parties agree to resolve their dispute thereafter by arbitration under the *Arbitration Act, 1991*.

Schedule “B” to By-law Number 1
Form of Indemnity and Assumption Agreement

To Be Added to final Bylaw

**Schedule “C” to By-law Number 1
Form of 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:

Article 1

- 1.1 In carrying out my duties as a director of Waterloo Standard Condominium Corporation No. ● (the “Corporation”) I will at all times during my term of office as a director:
- (a) act honestly and in good faith;
 - (b) do nothing to violate the trust of the unit owners I serve;
 - (c) complete any training courses required by the Condominium Act, 1998, as amended, and its regulations (collectively the “Act”), or the Condominium Authority of Ontario and any of its successors, in a timely and efficient manner;
 - (d) exercise the degree of care, diligence and skill of a responsibly prudent person in comparable circumstances;
 - (e) apply a concerted effort to attend all Corporation board of directors’ (the “Board”) and unit owners’ meetings;
 - (f) act in a responsible manner and with due diligence to become familiar with the affairs of the Corporation and to uphold its declaration, by-laws, rules, resolutions, policies, agreements in full compliance with the requirements of the Condominium Act, 1998 and all other applicable legislation;
 - (g) keep myself aware of all provisions of the declaration, by-laws and rules of the Corporation;
 - (h) conduct myself in a professional and businesslike manner at meetings of the Board and unit owners;
 - (i) approach all Board issues with an open mind, preparing to make the best decisions on behalf of the Corporation;
 - (j) act ethically with integrity and in accordance with all applicable legislation;
 - (k) comply with rules of good conduct and will deal with all unit owners and other directors of the Corporation as well as all residents, guests, trades, managers, contractors, employees and professional representatives of the Corporation in a respectful and polite manner;
 - (l) comply with principles of good governance and procedural rules of order;
 - (m) abide by decisions of the Board even though I may disagree with the decisions, but I reserve the right to express my own views to owners upon non-confidential issues;
 - (n) commit the necessary efforts, exercise the appropriate leadership and assume such duties as may reasonably be required to fulfill my role as a director;
 - (o) participate in conducting the Board’s business in the form of resolutions, policies, rules or by-laws as the circumstances require;
 - (p) refrain from making erroneous or defamatory statements about the Corporation or any unit owners and other directors of the Corporation as well as all residents, guests, trades, managers, contractors, employees and professional representatives of the Corporation;
 - (q) attempt to prevent or minimize conflict and disruption, and will promote good relations amongst persons involved in our condominium community;

- (r) recognizing that governance of a condominium corporation involves complex and changing requirements, I will continue to educate myself by reading relevant educational materials (such as CCI’s News & Views, CM Magazine or Condominium Business Magazine);
- (s) support attendance by one (1) or more Board members at any condominium seminars presented by the Canadian Condominium Institute (CCI), including CCI’s Basic Directors’ Course and CCI Advanced Directors’ Courses at the costs of the Corporation and use reasonable efforts to attend such seminars myself.

Article 2 Conflicts of Interest

- 2.1 I am not currently aware of any actual or potential conflict of interest with respect to any matter: (1) considered to be a conflict of interest with the Corporation pursuant to the Condominium Act, 1998; (2) in which the Corporation is involved; or (3) generally with respect to any interest of the Corporation.
- 2.2 Without limitation, I am not involved in any contract, transaction, deficiency claim, warranty claim, legal action, proceedings or any matter detrimental to the Corporation.
- 2.3 If I become aware of any such conflict, I will immediately disclose such conflict to the Board.
- 2.4 I will not promote my own interests or those of any owner, resident, family member, friend or contractor to the detriment of the Corporation.
- 2.5 I will not seek any special benefits or privileges as a director or officer of the Corporation or accept any compensation either personally or on behalf of any other person except as permitted by a by-law of the Corporation.
- 2.6 I will act only in the best interests of the Corporation as a whole and I will not favour the interests of any individual or group of unit owners or residents.

Article 3 Confidentiality

- 3.1 I will not disclose to any person (including my spouse or any other family member) 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 of any potential issue of confidentiality by a resolution of the said Board.

Article 4 Miscellaneous

- 4.1 **Binding Effect** – I recognize that by signing this Directors’ Code of Ethics any of my actions contrary to this Code of Ethics may be subject to an Ethics Review as provided for in the by-laws of the Corporation.
- 4.2 This document shall constitute a non-confidential record of the Corporation.
- 4.3 I hereby agree to strictly comply with the provisions set out in this Directors’ Code of Ethics.

Dated at _____ this _____ day of _____, 20__

DIRECTOR

Schedule “D” to By-law Number 1
Form of Director’s Resignation

TO: ● Condominium Corporation No. ●

AND TO: The unit owners and directors thereof

I, _____, do hereby resign my office as a director and officer of the above condominium corporation, such resignation to take effect on the date hereof.

DATED: the _____ day of _____, 20____

Director