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# **PROPOSED CONDOMINIUM BY-LAW No. 1**

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A proposed standard condominium plan by  
**The Block Inc.**

located at  
275 Larch Street  
Waterloo, Ontario

*Condominium Act, 1998*

**CERTIFICATE IN RESPECT OF A BY-LAW**

(under subsection 56(9) of the *Condominium Act, 1998*)

Waterloo Standard Condominium Corporation No. 643 (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. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**WATERLOO STANDARD CONDOMINIUM  
CORPORATION NO. 643**

Per: \_\_\_\_\_

Name:

Title:

Per: \_\_\_\_\_

Name:

Title:

Per: \_\_\_\_\_

Name:

Title:

We have authority to bind the Corporation.

## SCHEDULE "A"

### BY-LAW NO. 1 FOR WATERLOO STANDARD CONDOMINIUM CORPORATION NO. \_\_\_\_

BE IT ENACTED as a by-law of Waterloo Standard Condominium Corporation No. \_\_\_\_ (hereinafter referred to as the "Corporation") as follows:

#### Article 1 - DEFINITIONS

- 1.1 In addition to those words, terms and/or phrases specifically defined in this by-law, the words, terms and/or phrases used herein which are defined in the *Condominium Act, 1998*, S.O. 1998, C19 as amended and the regulations made thereunder (hereinafter referred to as the "Act") and in the declaration of the Corporation (hereinafter referred to as the "Declaration") shall have ascribed to them the meanings set out in the Act or the Declaration, unless the context requires otherwise.

#### Article 2 - SEAL

- 2.1 The seal of the Corporation in the form as is affixed to the certificate at the head of this by-law is hereby adopted. 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 and such a document has the same effect for all purposes as if executed under seal.

#### Article 3 - RECORDS

- 3.1 The Corporation shall keep and maintain all records required by section 55 of the Act, including the following records (hereinafter called the "Records"):
- (a) the financial records of the Corporation for at least seven (7) 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, registered 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;
  - (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) a table that the Declarant has delivered pursuant to clause 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 clause 43(5)(h) of the Act, setting out what constitutes a standard unit for each class of unit that the Declarant specifies, for the purpose of determining the responsibility for repairing improvements after damage and insuring them;
- (u) all reserve fund studies 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 to the turnover meeting;
- (w) a copy of the written technical 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 (10) years;
- (aa) all proxies, for not more than ninety (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 clause 55(4)(b) of the Act], together with copies of all outstanding judgements against the Corporation [as contemplated in clause 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-laws 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 clause 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) the 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) the collection of contributions toward common expenses from the owners;
- (c) the 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 damage or for damages for personal discomfort or illness by reason of the breach of such duty;
- (d) the obtaining and maintaining of insurance for the property as may be required by the Act, the Declaration or the By-laws;
- (e) the retention of legal counsel to prepare, register and discharge, following payment, certificates of lien for arrears of payment of common expenses;
- (f) the preparation and delivery of status certificates as required by the Act;
- (g) the preparation of a yearly budget;
- (h) the 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) the obtaining and maintaining of fidelity bonds for any person dealing with Corporation monies and in such amounts as the board may deem reasonable;
- (j) the 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 any of such directors or officers incurred as a result of a contravention of any of the duties imposed upon him or her pursuant to the Act;
- (k) the preparation and maintenance of the records to be kept by the Corporation in accordance with Article 3 hereof;
- (l) the calling and holding of meetings and the delivery of notices, as required;
- (m) the consistent and timely enforcement of the provisions of the Act, the Declaration, the By-laws and the rules of the Corporation; and
- (n) the establishing and maintaining of 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) the employment and dismissal of personnel necessary for the maintenance and operation of the common elements;
- (b) the investment of reserve monies held by the Corporation in accordance with the Act;
- (c) the settling, adjusting or referring to mediation and/or arbitration of any claim or claims which may be made upon or which may be asserted on behalf of the Corporation;

- (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) the 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 (other than the reserve fund) of the Corporation, subject in each case to approval of each such borrowing, loan or security by a majority vote of the owners at a meeting duly called for that purpose or as required by the Act, provided however, the board may maintain overdraft protection, in its general account, in an amount not exceeding one-twelfth (1/12) of the Corporation's current budget without requiring the approval of the Owners;
- (g) leasing any part of the 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 (6) 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 (3) months after the registration of the Declaration, and subsequently within six (6) months of the end of each fiscal year of the Corporation. The owners shall, at such first meeting, appoint one or more auditors to hold office until the close of the next annual meeting, and if the owners fail to do so, the board shall forthwith make such appointment. The remuneration of an 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 an 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 fifteen (15%) per cent of the units, call and hold a meeting of the owners within thirty-five (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 thirty-five (35) days of receipt of the requisition, any of the requisitionists may call the meeting, which meeting shall be held within forty-five (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:

No notice of a meeting shall be necessary if all owners and mortgagees entitled to vote 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. Otherwise, notice shall be given in accordance with the provisions 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.

5.5 Reports:

A copy of the financial statement and a copy of the auditors' report and copies of minutes of meetings of the board and of the owners shall be furnished free of charge once per year to any mortgagees or owner on demand. Any request for more than one copy per year of any financial statement, auditor's report or minutes of meeting shall only be complied with upon payment of a reasonable sum as determined by the board representing its estimate of the costs of production and supply.

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 Record, and any others entitled to vote thereat, the auditor of the Corporation, the directors and officers of the Corporation, a representative 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 with the consent of the meeting.

5.7 Quorum and Adjourned Meetings:

If sixty (60) minutes after the time appointed for the holding of any meeting of owners, a quorum (which shall be the number prescribed by the Act) is not present, the meeting shall be dissolved and shall stand adjourned to such time and place as the board shall determine. Notice of the time, day and place of the convening of such adjourned meeting shall be given not less than ten (10) days prior to the convening of such meeting to each owner or mortgagee entitled to vote thereat. A quorum shall be constituted when persons entitled to vote and owning not less than twenty-five (25%) percent of the units are present in person or represented by proxy.

5.8 Right to Vote:

Subject to the restrictions in paragraphs 5.11 and 5.13 of this Article 5, 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 Record 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 (4) 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 (1) vote per unit.

5.9 Conduct of Meetings and Method of Voting:

- (a) At any meeting of owners, the president of the Corporation (or to whomever the president may delegate the responsibility) or failing him/her, the vice-president, or failing him/her, some other person appointed by the board or failing such appointment, such other person elected at the meeting shall act as chairperson of the meeting and the secretary of the Corporation shall act as secretary of the meeting or, failing him/her, the chairperson shall appoint a secretary.
- (b) 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.
- (c) If a poll be required by the chairperson of the meeting or be demanded by any owner or mortgagee and the demand be not withdrawn, a poll upon the question or resolution shall be taken in such manner as the chairperson of the meeting shall direct.
- (d) In case of an equality of votes on questions or resolutions requiring a simple majority at any meeting of owners either upon a show of hands or upon a poll, the chairperson of the meeting shall be entitled to a second or casting vote.

5.10 Representatives:

An executor, administrator, committee of a mentally incompetent person, guardian or trustee (and where a corporation acts in such capacity any person duly appointed a proxy for such corporation) upon filing with the Secretary of the meeting sufficient proof of his, her or its appointment, shall represent the owner or mortgagee at all meetings of the owners of the Corporation and may vote in the same manner and to the same extent as such owners. If there be more than one estate trustee, committee, guardian or trustee, the provisions of paragraph 5.11 of this Article 5 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 thirty (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 a particular meeting only. The instrument appointing a proxy shall be deposited with the secretary prior to the start of the meeting.

5.15 Minutes:

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

- (a) the date, time and place of the meeting;
- (b) those present in person and by proxy at the meeting;
- (c) the identity and method of appointment of the Chair and the Secretary of the meeting;
- (d) confirmation of the due calling of the meeting;
- (e) confirmation of a quorum;
- (f) the disposition of each agenda item, including a record of the mover, seconder (where necessary) and disposition of every motion made and vote held pursuant to the agenda;
- (g) a record of the mover, seconder (where necessary) and disposition of every other motion made at the meeting;
- (h) a record (by brief description only) of any matter raised or discussed in addition to agenda items;
- (i) adjournment of the meeting; and
- (j) certification of the Secretary and Chair of the meeting.

#### **Article 6 - BOARD OF DIRECTORS**

##### **6.1 The Corporation:**

- (a) The affairs of the Corporation shall be managed by a board of directors.
- (b) Paragraph 6.2 shall apply only to the First Board, as defined therein. The remaining provisions contained within this Article 6 shall apply to all subsequent boards established after the turnover meeting held in accordance with the Act.

##### **6.2 The First Board of Directors (the "First Board"):**

- (a) Within ten (10) days of the registration of the Declaration and description, the Declarant shall appoint the First Board in accordance with the terms and provisions of the Act and the First Board shall hold such directors meetings, meetings of the owners (the "Owners") of the units and turnover meetings as may be required by the Act.

##### **6.3 Number of Directors and Quorum:**

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

##### **6.4 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, he thereupon ceases to be a director. A director immediately ceases 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 ninety (90) days of the registration of the lien.

##### **6.5 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 (10) 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.

## 6.6 Election and Term:

- (a) The directors of the Corporation shall be elected in rotation, and upon the expiration of their respective term of office shall retire, but shall be eligible for re-election. At the turnover meeting of the owners held to elect directors, one (1) director shall be elected to hold office for a term of one (1) year from the date of his or her election; two (2) directors shall be elected to hold office for a term of two (2) years from the date of his or her election; and two (1) directors shall be elected to hold office for a term of three (3) years from the date of his or her election. Such directors may, however, continue to act until their successors are elected. Unless otherwise provided for in this By-Law Number 1, the term allotted to each director shall be decided upon at the first meeting of the Board and absent agreement among the directors, the directors receiving the greatest number of votes shall complete the longest terms. At each annual meeting thereafter a number of directors equal to the number of directors whose terms shall expire that year shall be elected for a three (3) year term. If more than one (1) 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 votes shall complete the longest remaining terms of the resigning directors.
- (b) If at least fifteen (15%) percent 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 fifteen (15%) percent 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 one (1) 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 fifteen (15%) percent of the units are not owner-occupied at the turnover meeting, but in any subsequent year more than fifteen (15%) percent of the units become owner-occupied, the position of a director whose terms 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.

## 6.7 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 subparagraph (c) of this paragraph 6, 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 (i) 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.

## 6.8 Calling of Meetings:

Meetings of the board shall be held at such place and at such time and on such day as the President and Secretary or any two (2) directors may determine. Notice of any meeting so called shall be given personally or by ordinary mail, courier delivery or electronic communication or other generally accepted means of communication to each director not less than 48 hours before the time when the meeting is to be held. Notice of a meeting shall not 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 (either before or after the meeting) their consent to the holding of such meeting.

6.9 Regular Meetings:

The board may appoint a day or days in any month or months for regular meetings at a place and hour to be named. A copy of any resolution of the board shall be sent to each director forthwith after being passed. No other notice shall be required for any such regular meeting.

6.10 Teleconference:

Any director may participate in and be deemed to be present at a meeting of the board by telephone or other means of electronic communications, provided that the same permit simultaneous and instantaneous communication among the participants of the meeting.

6.11 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 be present.

6.12 Conflict of Interest:

A director shall not be disqualified by reason of his office from contracting with the Corporation. Subject to the provisions of the Act, a director shall not by reason only of his office be accountable to the Corporation or to its owners for any profit or gain realized from a contract or transaction in which he has an interest, and such contract or transaction shall not be voidable by reason only of such interest, provided that the provisions in the Act relating to a declaration of interest have been followed.

6.13 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 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.

6.14 Indemnity of Directors and Officers:

Every director and officer of the Corporation and his or her heirs, executors, administrators 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 he or she sustains or incurs in respect of any action, suit or proceeding that is proposed or commenced against him or her or in respect of anything done or permitted by him or her in respect of the execution of duties of his or her office; and
- (b) all other costs, charges and expenses that he or she sustains or incurs in respect of the affairs of the Corporation except such costs, charges and expenses which are occasioned by the directors or officers own wilful neglect or default.

Provided that no director or officer shall be indemnified in respect of any such liability, costs, charges and expenses that he or she incurs as a result of his or her breach of duty to act honestly and in good faith.

6.15 Insurance:

Subject to the Act, the board is hereby authorized to purchase and maintain director's and officer's liability insurance for the benefit of the directors and officers.

6.16 Standard of Care:

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

**6.17 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 at such meeting or to any action taken thereat, unless such director:

- (a) requests that his or her dissent is entered in the minutes of the meeting; or
- (b) delivers a written dissent to the secretary of the meeting before the meeting is terminated.

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

**6.18 Deemed Consent of a Director:**

A director who was not present at a meeting at which a resolution was passed or any action taken is deemed to have consented thereto unless within seven (7) days after becoming aware of the resolution, the director:

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

**6.19 Minutes:**

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

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

**Article 7 – OFFICERS**

**7.1 Elected President:**

At the first meeting of the board, after each election of directors and whenever a vacancy in the office occurs, the board shall elect from among its members a President. Until such elections, the then incumbent (if a member of the board) shall hold office.

**7.2 Other Elections and Appointments:**

The board shall appoint or elect a secretary, a treasurer and such other officers as the board may determine, including one or more assistants to any such officers. The officers so elected may, but need not be, members of the board. One person may hold more than one office.

7.3 Term of Office:

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

7.4 President:

The President shall, when present, preside at all meetings of the owners and of the board and shall be charged with the general supervision of the business and affairs of the Corporation. The President may delegate his or her authority to another member of the board. Except when the board has appointed a General Manager or Managing Director, the President shall also have the powers and be charged with the duties of that office.

7.5 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 General Manager:

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

7.7 Secretary:

The Secretary shall give or cause to be given all notices required to be given to the owners, directors, auditors, mortgagees and all others entitled thereto; he or she shall attend all meetings of the board and of the owners and shall enter or cause to be entered in books kept for that purpose minutes of all proceedings at such meetings; he or she shall be the custodian of all books, papers, records, documents and other instruments belonging to the Corporation and he or she shall perform such other duties as may from time to time be prescribed by the board.

7.8 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 disbursements of the funds of the Corporation; he or she shall render to the board at the meetings thereof or whenever required of him or her an account of all his or her transactions as Treasurer and of the financial position of the Corporation; and he or she shall perform such other duties as may from time to time be prescribed by the board.

7.9 Other Officers:

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

7.10 Agents and Attorneys:

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

7.11 Committees

In order to assist the board in managing the affairs of the Corporation, the board may from time to time establish or constitute such advisor committees to advise and make recommendations to the

board in connection with any activities undertaken (or under consideration) by the board, including those related to management, budgets, rules and/or any other matters related to the common elements or any facilities, services or amenities (or any portion thereof). The members of such committees shall be appointed by the board to hold office, and may be removed at any time by resolution of the board.

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

### **8.1 Arrangements:**

The banking business of the Corporation or any part thereof shall be transacted with such bank or trust company as the board may designate or appoint from time to time by resolution, and all such banking business, or any part thereof, shall be transacted on the Corporation's behalf by such one or more officers or other persons as the board may designate, direct or authorize from time to time by resolution and, to the extent therein provided, including without restricting the generality of the foregoing, the operation of the Corporation's accounts, the making, signing, drawing, accepting, endorsing, 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(s) 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-laws of the Corporation, the board may at any time (and from time to time) by resolution direct the manner in which, and the person or persons by whom, any particular deed, transfer, assignment, contract, cheque or obligation, or any class of deeds, transfers, assignments, contracts, cheques or obligations of the Corporation may or shall be signed.

### **8.3 No Seal**

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

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

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

## **Article 9 - FINANCIAL YEAR END**

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

The financial year end of the Corporation shall end on the last day of the month preceding the month in which the Declaration and description creating the Corporation were registered, in each year, or on such other day as the board by resolution may determine.

## 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 or her ownership interest in any unit, and of his or 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 mail box 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 Records is not the address of the unit of the owner.
- (b) to a mortgagee: [who has notified the Corporation in writing of his or her interest as mortgagee in any unit, and of his or her name and address for service, and of his or her right under the terms of the mortgage to vote at a meeting of owners (or to consent in writing) in the place and stead of the mortgagor/ unit owner], by giving same to such mortgagee (or to any director or officer of such mortgagee, if the mortgagee is a corporation) either:
  - (i) personally, 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 (2nd) 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 provision for a reserve fund as required by the Act. The board shall advise all owners promptly in writing of the amount of common expenses payable by each of them respectively determined as aforesaid, and shall deliver copies of each budget on which common expenses are based to all owners and mortgagees entered in the Record.

**11.2 Owner's Obligations:**

Each owner shall pay to the Corporation the amount of such assessment in equal monthly payments on the first day of each and every month next following notice of such assessment by way of twelve (12) postdated cheques or execution of 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 (10) days after the delivery thereof to him or her, or within such further period of time or in such installments as the board may determine.

**11.4 Default in Payment of Assessment:**

- (a) Arrears of payments required to be made under the provisions of this article shall bear interest at a rate determined by the board from time to time and in default of such determination shall bear interest at the rate of eighteen (18%) per cent 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 fifteen (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 any other default to the owner of the unit, shall concurrently send a copy of such notice to each mortgagee of such unit who has requested that such notices be sent to him/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 of directors shall approve the selection of the contractor and/or the method of repair. This decision, at the discretion of the board, shall be based on a minimum of two (2) bids, the method of repair, the meeting of standards of uniformity and consideration of the convenience of the owner(s) involved.

**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

In the event of mandatory mediation of any dispute as to any agreement, the budget statement, the declaration, the by-law or the rules as may be required by section 132 of the Act, the Mediation Procedure as set out in Schedule "A" hereto shall apply.

## 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 neutral 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.

## Schedule "A" to By-Law #1

### **Article 1 - GENERAL**

- 1.1 This Mediation Schedule is meant to be read in conjunction with the provisions of the *Condominium Act, 1998* and its amendments and regulations all of which are referred to in this by-law as the "Act".
- 1.2 In the event of a dispute or disagreement arising between the Corporation and one or more owners (the "Parties") which sections 125 or 132 of the *Condominium Act 1998* requires the Parties to submit to mediation (the "Mediation") such Mediation shall be conducted in accordance with the procedures contained in this Mediation Schedule.

### **Article 2 - Choice of Mediator**

- 2.1 The Mediation shall be conducted by only one Mediator (the "Mediator"). The Parties shall work together in good faith to jointly select a qualified and experienced Mediator practicing within the geographical boundaries of the Land Registry Office in which the Corporation is located.

### **Article 3 - Mediator's Obligations**

The Mediator selected by the Parties shall agree to the following:

- 3.1 to conduct the Mediation in accordance with the procedure set out in this by-law and to abide by the terms of any mediation agreement and the rules of conduct, adopted by the ADR Institute of Canada, Inc.
- 3.2 to be responsible for:
- (a) attending any meetings with any or all of the Parties as may be requested by one or more of the Parties, provided in the opinion of the Mediator such meeting is appropriate and likely to further the purposes of the Mediation;
  - (b) reviewing the terms and advisability of any mediation agreement the Mediator might require the Parties to enter into or the Parties may wish to enter into;
  - (c) organizing a suitable venue and dates;
  - (d) organizing exchange of the Summaries and Documents required by clause "F" below;
  - (e) reading before the Mediation each Summary and all the Documents sent to him/her in accordance with clause "F" below;
  - (f) assisting the Parties in drawing up any written principles of settlement, if so requested;
  - (g) conducting general administration in relation to the Mediation, as requested by the Parties;
- 3.3 not to act for any of the Parties individually in relation to the subject matter of the Mediation in any capacity either during the Mediation or at any time thereafter;
- 3.4 to attempt to help the Parties to reach a satisfactory resolution of their dispute but shall have no authority to impose a settlement on the Parties;
- 3.5 to conduct joint and separate meetings with the Parties and to make recommendations for settlement as the Mediator deems advisable;
- 3.6 if the Parties so agree and accept responsibility for the expenses, to retain such experts or consultants as the Mediator may deem advisable; and
- 3.7 to disclose any personal interest in the dispute, or any previous relationship with any of the Parties.

### **Article 4 - Participants**

- 4.1 In addition to the Mediator, unless all of the Parties agree in writing the only persons permitted to be present at any Mediation session shall be the Parties or their representative and their respective legal counsel. Prior to commencing Mediation, the Corporation and any owner which is a corporation, partnership, unincorporated association or who for some other valid reason is unable to participate personally in the Mediation sessions shall appoint one person to represent itself. The appointed

representative shall be present at all Mediation sessions and shall not be replaced except with the consent of the Mediator. In selecting a representative each party shall, to the extent reasonably possible, select a person who has personal knowledge of the facts and circumstances giving rise to the dispute. Each Party shall grant their appointed representative complete authority to settle the dispute or disagreement and to enter into a binding Settlement Agreement as provided for in clause "G" below.

#### **Article 5 - Disclosure and Confidentiality**

- 5.1 Subject to the exceptions in sub-clause 5.2, the Parties will make full disclosure to each other and to the Mediator during the Mediation of all information and documentation relevant to the issues being mediated. The Mediator shall disclose to all of the other Parties all relevant information received from each of the Parties or otherwise known to the Mediator.
- 5.2 A Party may wish to withhold certain information and/or documentation in all of which cases the Party shall disclose the issue or issues to which that information and/or documentation relates. The Party is not obliged to identify the documentation withheld. A Party may disclose information and/or documentation to the Mediator in confidence and shall in any event disclose to the Mediator all information and/or documentation withheld from the other Party or Parties pursuant to this paragraph. Prior to disclosing such confidential information or documentation to the Mediator the Party shall clearly state in writing that the information or documentation is confidential to the Mediator and not to be disclosed to the other Party or Parties to the Mediation. The Mediator shall hold all information and/or documentation so designated in absolute confidence.
- 5.3 The Mediation shall be held in private and all Mediation discussions and any documents created for the Mediation process are wholly without prejudice and made for the sole purpose of reaching a mutually acceptable Settlement Agreement.
- 5.4 The Mediator will not produce a report or testify in Court with respect to what was said in Mediation as the potential harm of doing so far outweighs the possible benefits which could be derived therefrom. The Parties will not call the Mediator as a witness in any legal or adjudicative proceeding and will not subpoena any notes or records made by the Mediator in relation to the Mediation.
- 5.5 Nothing in this By-law or any mediation agreement to be entered into shall prevent the discovery or admissibility of any evidence that is otherwise discoverable or admissible, merely because the evidence was presented in the course of Mediation.
- 5.6 If a dispute arises between the Parties regarding a settlement reached in Mediation, subject to sub-clause 5.2 above, the Mediator may disclose information and data necessary to clarify the terms of the agreement reached in Mediation.

#### **Article 6 - Initial Meeting**

- 6.1 Upon selecting a Mediator, the Parties shall meet together with the Mediator, as soon as reasonably possible and at a mutually convenient time and place to determine and agree upon such procedural and other matters as may be necessary for an effective Mediation including the following:
  - (a) the terms and conditions under which the Parties are engaging the Mediator;
  - (b) any of the procedural rules provided for herein which the Parties on the advice of the Mediator may decide ought not to apply to the Mediation;
  - (c) any additional procedural rules which the Parties may agree on the advice of the Mediator ought to apply to the Mediation;
  - (d) the terms of any mediation agreement to be entered into;
  - (e) what issues are in dispute and which matters, if any, can be agreed upon;
  - (f) the documents and other disclosure to be made and delivered to the Mediator and each of the other Parties;
  - (g) the need for and advisability of retaining experts and/or consultants;
  - (h) the date, time and place of the Mediation sessions, delivery of documents and with respect to any other matters for which such scheduling is appropriate;

- (i) the address for service for each Party; and
- (j) the names and addresses of any legal counsel appointed by a Party.

#### **Article 7 - Information to be Provided**

- 7.1 Each Party will exchange with the other and send to the Mediator on such dates, times and places as may be agreed between the Parties:
- (a) a concise summary ("the Summary") stating its case in the dispute or disagreement which is the subject of the Mediation and the relief requested;
  - (b) copies of all the documents to which it refers in the Summary and to which it may want to refer in the Mediation ("the Documents").
- 7.2 The Parties will agree on the maximum number of pages of each Summary and of the Documents and try to agree on a joint set of documents from their respective Documents.

#### **Article 8 - Settlement Agreement**

- 8.1 Where a settlement is reached, the Mediator shall prepare a written settlement agreement (the "Settlement Agreement") which Settlement Agreement shall contain a written report of the settlement and be executed by the Parties.
- 8.2 Any settlement reached in the Mediation will not be legally binding until it has been reduced to writing and properly executed by, or on behalf of, the Parties.

#### **Article 9 - Termination**

- 9.1 Any of the Parties may withdraw from the Mediation at any time and shall immediately inform the Mediator and the other Parties in writing upon withdrawal. The Mediation will terminate when:
- (a) a breach of any mediation agreement occurs;
  - (b) a Party withdraws from the Mediation;
  - (c) a Settlement Agreement is fully executed by all of the Parties;
  - (d) in the opinion of the Mediator, it is in the best interests of the Parties that the Mediation be terminated; or
  - (e) the Mediator decides he/she should retire for any professionally valid reason.
- 9.2 Where the Mediation is terminated without a settlement being reached, the Mediator shall deliver to each of the Parties a notice ("Notice of Termination") confirming the failure of the Mediation.

#### **Article 10 - Fees and Expenses**

- 10.1 In accordance with sub-section 132(6) of the Act each Party shall:
- (a) pay its share of the Mediator's fees and expenses that, the Settlement Agreement shall specify, if a settlement is obtained; or
  - (b) the Mediator specifies in the Notice of Termination.

DATED at \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**WATERLOO STANDARD CONDOMINIUM  
CORPORATION NO.** \_\_\_\_\_

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

We have authority to bind the Corporation.