

FOR OFFICE USE ONLY

D850658

CERTIFICATE OF RECEIPT
REC. DISSE
TORONTO (66)

'02 06 25 15 57

[Signature]
LAND REGISTRATION / REGISTRATION

New Property Identifiers

Additional:
See
Schedule ☐

Executions

Additional:
See
Schedule ☐

(1) Registry ☐

Land Titles ☒

(2) Page 1 of 17 pages *OK*

(3) Property Identifier(s)

Block

Property

11076-0001 to 11076-1420 inclusive

Additional:
See
Schedule ☐

(4) Nature of Document

By-law No. 5

(Under the Condominium Act, 1998)

(5) Consideration

TWO

Dollars \$ 2.00

(6) Description

All Units and Common Elements comprising the property included in York Condominium Plan No. 76

City of Toronto

Land Registry Office for the Land Titles Division of Toronto (No. 66)

(7) This Document Contains:

(a) Redescription
New Easement
Plan/Sketch ☐

(b) Schedule for:

Description ☐ Additional Parties ☐ Other ☒

(8) This Document provides as follows:
See by-law attached

Continued on Schedule ☒

(9) This Document relates to instrument number(s)

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

Signature(s)

Date of Signature
Y M D

York Condominium Corporation No. 76
By its solicitors, FINE & DEO

Per: *[Signature]*
Name: Mario D. Deo

2002 06 25

(11) Address for Service

c/o Management Office, 5 Massey Square, Toronto, Ontario M4C 5L6

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

Signature(s)

Date of Signature
Y M D

(13) Address for Service

(14) Municipal Address of Property

(15) Document Prepared by:

Multiple

Fine & Deo
3100 Steeles Avenue West
Suite 300
Vaughan, Ontario
L4K 3R1

Fees and Tax

Registration Fee

X

60

Total

SCHEDULE

Page 2 of 17

Form 11
Condominium Act, 1998

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

York Condominium Corporation No. 76 (known as the "Corporation") certifies that:

1. The copy of By-law Number 5, 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 18 day of JUNE, 2002.

York Condominium Corporation No. 76

By: B. Saad
Name: Barbara Saad
Title: President
I have authority to bind the Corporation.

By: John Hynes
Name: John Hynes
Title: Secretary
I have authority to bind the Corporation.

YORK CONDOMINIUM CORPORATION NO. 76BY-LAW NO. 5

Be it enacted as a by-law of York Condominium Corporation No. 76 (hereinafter referred to as this or the "Corporation" or the "Condominium" or the "Condominium Corporation") as follows:

By-law No. 1, By-law No. 2, By-law No. 3 and By-law No. 4 of the Corporation shall be repealed and replaced with the following:

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ARTICLE I DEFINITIONS

- 1.01 The terms used herein shall have ascribed to them the definitions contained in the *Condominium Act, 1998*, Chapter 19, Statutes of Ontario 1998, as amended, and the regulations made thereunder (all of which are hereinafter referred to as the "Act"), and in the declaration of the Corporation (the "declaration").

ARTICLE II SEAL

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

ARTICLE III REGISTER

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

ARTICLE IV MEETING OF MEMBERS

- 4.01 Annual Meetings: The annual meeting of the owners shall be held at such place within the City of Toronto, and at such time and on such day in each year as the board of directors of the Corporation (hereinafter called the "board" and/or "Board" and/or "Board of Directors") may from time to time determine, for the purpose of hearing and receiving the reports and statements required by the Act and the by-laws of the Corporation to be laid before the owners at an annual meeting, and for the purposes of electing directors, confirming by-laws passed by directors, appointing an auditor and

fixing or authorizing the board to fix his/her remuneration, and for the transaction of such other business as may be properly brought before the meeting. The board shall lay before each annual meeting of owners a financial statement made in accordance with generally accepted accounting principles, as well as the report of the auditor to the owners, and such further information respecting the financial position of the Corporation as the by-laws may require. The annual general meeting of the Corporation shall be held within six months of the end of each fiscal year of the Corporation.

- 4.02 **Conduct of Meetings:** At any annual or special meeting, the President of the Corporation or failing him/her the Vice-President, or, failing him/her, a person designated by the President, or failing him/her, some person elected at the meeting shall act as Chairperson of the meeting, and the Secretary of the Corporation shall act as Secretary of the meeting, or, failing him/her the Chairperson shall appoint a secretary.
- 4.03 **Requisitioned Meetings:** The board shall, upon receipt of a requisition in writing made by owners (and/or a mortgagee entitled to vote) who together own at least fifteen (15%) percent of the units, call and hold a meeting of the owners, and if either the requisitionists agree to add the items of business at the next general meeting, or 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; and in such case, the meeting shall be held within forty-five (45) days of the said meeting being called.
- 4.04 **Notices:** Unit owners shall be given written notice at least fifteen (15) days before the holding of each annual or special meeting, detailing the time, place and date of such meeting. Notice shall be given to the auditor of the Corporation and to each owner and mortgagee who is entered on the Register for at least twenty (20) days before the date of such meeting. The Corporation shall not be obliged to give any notice to any owner who has not notified the Corporation that he has become an owner, or to any mortgagee who has not notified the Corporation that he has become a mortgagee and has been authorized or empowered in his/her mortgage to exercise the right of the mortgagor to vote pursuant to section 47 of the Act. Each notice of meeting, as hereinbefore required, shall have appended to it an agenda of the matters to be considered at such meeting and any such other matters as may be required pursuant to section 47 of the Act as well as a list of candidates who wish to run for any position on the Board of Directors that will be filled at the said meeting, if such candidate has given the Corporation written notice of his/her candidacy.
- 4.05 **Reports and Financial Statements:** The Corporation shall, at least fifteen (15) days before the date of any annual meeting of owners, furnish to every owner and mortgagee entered on the Register, a copy of the financial statement and auditor's report. A copy of the minutes of the meetings of owners and of the board shall, within fifteen (15) days of such meeting; be furnished to each owner, as well as any mortgagee who has, in writing, requested same and has paid a reasonable fee to compensate the corporation for the labour and copying charges.
- 4.06 **Persons Entitled to be Present:** The only persons entitled to attend a meeting of owners shall be the owners and mortgagees entered on the Register, the auditor of the Corporation, the directors and officers of the Corporation and any others who, although not entitled to vote, are entitled or required under the provisions of the Act or the by-laws of the Corporation to be present at the meeting. The Corporation's solicitor, at the express request or invitation of the Board of Directors, shall be entitled to attend the unit owner's meeting. Any other person may be admitted only on the invitation of the Chairman of the meeting or with the consent of the majority of those present at the meeting.
- 4.07 **Quorum:** At any meeting of owners, save and except where otherwise specified in the Act, including inter alia, section 42 (9) thereof, 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 at such meeting. If thirty (30) minutes after the time appointed for the holding of any meeting of owners has elapsed and a quorum is not present, the meeting shall be dissolved and shall stand adjourned to the same time on the corresponding day, three weeks therefrom, at such place within the said municipality 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 fifteen (15) days prior to the convening of such meeting.

- 4.08 **Right to Vote:** At each meeting of owners, and subject to the restrictions as hereinafter set out hereof, every owner of a unit entitled to vote pursuant to the Act, if he/she is currently entered on the Register as an owner or has given notice to the Corporation in a form satisfactory to the Chairperson of the meeting that he/she is an owner, may vote on all matters tabled at such meeting. If a unit has been mortgaged, the mortgagor may nevertheless represent such unit at such meetings and vote in respect thereof, unless the mortgage itself expressly authorizes and empowers the mortgagee to vote, in which case such mortgagee may exercise the owner's vote in respect of such unit upon filing with the Secretary of the meeting sufficient proof of the terms of such mortgage, and notifying both the mortgagor and the Corporation of the said mortgagee's intention to exercise his/her right to vote, at least four (4) days before the date of the meeting, as specified in the notice of meeting. Any dispute over the right to vote shall be resolved by the Chairperson of the meeting upon such evidence as he may deem sufficient. The vote of each such owner or mortgagee shall be on the basis of one vote per unit, and where two or more persons entitled to vote in respect of one unit disagree on their vote, the vote in respect of that unit shall not be counted.
- 4.09 **Method of Voting:** At any annual, or special meeting, any question shall be decided by a show of hands unless a poll is demanded by a person entitled to attend such meeting as aforesaid, and unless a poll is so demanded, a declaration by the Chairperson that such question, by show of hands, has been carried is prima facie proof of the same, without proof of the number of votes recorded in favour of, or against, any such question. A demand for a poll, once given, may be withdrawn. Notwithstanding the above, the voting for the election of directors shall be by ballot only.
- 4.10 **Representatives:** An executor, administrator, guardian or trustee of an owner or mortgagee, or the committee of a mentally incompetent owner or mortgagee (and where a corporation acts in such capacity, any person duly appointed as proxy for such corporation) upon filing with the Secretary of the meeting sufficient proof of his/her appointment, shall represent the owner or mortgagee at all meetings of the owners of the Corporation, and may exercise the owner's or mortgagee's vote in the same manner and to the same extent as such owner or mortgagee. If there be more than one executor, administrator, committee, guardian or trustee, the provisions of section 4.12 of this Article shall apply.
- 4.11 **Proxies:** Every owner or mortgagee entitled to vote at meetings of owners may, by instrument in writing, appoint a proxy, who need not be an owner or mortgagee, to attend and act at the meeting in the same manner, to the same extent, and with the same powers as if the owner or mortgagee were present himself, subject to the restrictions within the Act. The instrument appointing a proxy shall be in writing signed by the appointor or his/her attorney authorized in writing. The instrument appointing a proxy shall be deposited with the Secretary of the meeting, before any vote is cast under its authority.
- 4.12 **Co-Owners:** If two or more persons own a unit, or own a mortgage in respect of which a right to vote is exercisable, any one of the owners or mortgagees, as the case may be, may in the absence of the other owner(s) or mortgagee(s) vote, but if more than one of them are present or are represented by proxy, then they shall vote in agreement with each other, failing which the vote for such unit shall not be counted.
- 4.13 **Votes to Govern:** At all meetings of owners, every question shall, unless otherwise required by the Act, the declaration or the by-laws of the Corporation, be decided by a majority of the votes cast on the question, as set out in section 4.09 of this Article.
- 4.14 **Entitlement to Vote:** Except where, under the Act or the by-laws of the Corporation, a unanimous vote of all owners is required, an owner is not entitled to vote at any meeting if any common expense or other monetary contribution payable in respect of his or her unit is in arrears for thirty (30) days or more prior to the meeting. An owner who is in arrears may vote at said meeting, if he/she makes payment of the full amount by certified cheque, money order, cash and/or bank draft, prior to the commencement of the meeting. Whether or not an owner has paid his/her arrears in full shall be a determination made by the board, in its full and unfettered discretion.

ARTICLE V
THE CORPORATION

- 5.01 **Duties of the Corporation:** In addition to the duties and obligations set forth in the declaration of the Corporation, the duties of the Corporation shall include; but shall not be limited to, the following:
- a) controlling, managing and administering the common elements and assets of the Corporation;
 - b) operating and maintaining the common elements and assets of the Corporation in a fit and proper condition;
 - c) collecting the common expenses assessed against the owners as well as any supplementary charges where the unit owners are billed directly by the Corporation for a utility;
 - d) arranging for the supply of all requisite utility services to the units and common elements, except where the Corporation is prevented from carrying out such duty by reason of any event beyond the reasonable control of the Corporation. If any apparatus or equipment used in effecting the supply of any requisite utility service(s) becomes incapable, at any time, of fulfilling its function, or is damaged or destroyed, then the Corporation shall have a reasonable time within which to repair or replace such apparatus, and the Corporation shall not be liable for any indirect or consequential damages, or for damages for personal discomfort or illness by reason of the breach of such duty;
 - e) obtaining and maintaining such insurance as may be required by the Act, the declaration or the by-laws, together with any appraisals of the full replacement cost of the common elements and assets of the Corporation that may be required by the Act, the declaration or the by-laws of the Corporation for the purposes of determining the amount of insurance to be effected;
 - f) repairing after damage and restoring the units and the common elements in accordance with the provision(s) of the Act, the declaration and the by-laws;
 - g) obtaining and maintaining fidelity bonds where obtainable, in such amounts as the board may deem reasonable, for such officers and directors or employees as are authorized to receive or disburse any funds on behalf of the Corporation;
 - h) causing audits to be made after every year-end and making financial statements available to the owners and mortgagees in accordance with the Act and the by-laws;
 - i) effecting compliance by the owners with the Act, the declaration, the by-laws and the rules;
 - j) providing a status certificate, and such statements and information as may be prescribed by the Act, and the Corporation shall be entitled to a fee (up to the maximum prescribed by the Act from time to time) for providing same;
 - k) taking all reasonable steps to collect from each unit owner his/her proportionate share of the common expenses, and to maintain and enforce the Corporation's lien arising pursuant to the Act, against each unit in respect of which the owner has defaulted in the payment of common expenses; and,
 - l) arranging for the preparation of the reserve fund study of the common elements and assets of the Corporation when and as required pursuant to section 94 of the Act and to implementing the plan for funding derived from such study.
- 5.02 **Powers of the Corporation:** The powers of the Corporation shall include, but shall not be limited to, the following:
- a) employing and dismissing personnel necessary for the maintenance and operation of the common elements;
 - b) adopting and amending the rules of the Corporation concerning the operation and use of the property;

- c) employing a building manager or management company at a compensation to be determined by the board, to perform such duties and services as the board shall authorize;
- d) obtaining and maintaining fidelity bonds for any manager where deemed necessary by the board, and in such manner as the board may deem appropriate;
- e) investing monies held in the reserve fund(s) by the Corporation, provided that such investment shall be those permitted by the Act;
- f) settling, adjusting, compromising or referring to arbitration any claim or claims which may be made against or asserted on behalf of the Corporation;
- g) borrowing such amounts as the board may determine to be necessary or desirable in its sole discretion, in order to protect, maintain, preserve or ensure the due and continued operation of the property in accordance with the declaration and by-laws of the Corporation, and securing any such loan by a mortgage, pledge or charge of any assets owned by the Corporation, and adding the repayment of such loan to the common expenses, subject to approval of each such borrowing or loan in excess of **TEN THOUSAND DOLLARS (\$10,000.00)** by the owners at a meeting of owners duly called for that purpose;
- h) retaining any securities or other real or personal property received by the Corporation, whether or not the same is authorized by any law (present or future) for the investment of trust funds;
- i) selling, conveying, exchanging, assigning or otherwise dealing with any real or personal property at any time owned by the Corporation, at any price, on such terms, and in such manner as the board may in its sole discretion deem advisable, and to do all things and execute all documents required to give effect to the foregoing;
- j) leasing any part of the common elements or granting any easement or license over, upon, under or through any part or parts of the common elements, by way of a by-law, except those parts of the common elements over which any owner has the exclusive use;
- k) the power and authority to enter into (and bind the Corporation to the terms and provisions of) the following agreements, namely:
 - (i) a management agreement, in such form as may be approved by the board from time to time;
 - (ii) an insurance trust agreement, in such form as may be approved by the board from time to time;
 - (iii) a cable/satellite television service agreement with a cable/satellite provider in a form as agreed to by the board from time to time;
 - (iv) any hydro-electric, natural gas or water utility servicing agreement required for the provision of utilities to the units and common elements in the Corporation;
 - (v) any encroachment or other agreement allowing an encroachment from, or onto any adjacent property;

and any other agreements which may be permitted by the Act and which are deemed advisable, desirable or necessary by the board of directors, from time to time, and any two of either the President, Vice-President and/or the Secretary and/or the Treasurer are hereby authorized to execute any of the aforesaid agreements on behalf of the Corporation.

ARTICLE VI
BOARD OF DIRECTORS

- 6.01 **Overall Function:** The affairs of the Corporation shall be managed by the board.
- 6.02 **Number and Quorum:** The number of directors shall be twelve (12) of whom seven (7) 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.
- 6.03 **Qualifications:** Each director shall be eighteen (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 a mentally incompetent person, he shall thereupon cease to be a director.
- 6.04 **Election and Term:** At each annual meeting, a number of directors equal to the number of directors retiring shall be elected for a term of three (3) years. Such directors may, however, continue to hold office notwithstanding the expiry of their respective terms, until their successors are elected. In the event that a director must also be elected to fill a vacancy of a director's position prior to the expiry of his/her term, the determination of who shall be elected to a full three year term or the balance of the unexpired term shall be based upon the number of votes cast, with those receiving the most votes obtaining the longest terms available. In the event of a tie, a new vote shall be taken and the position in question shall be determined by the number of votes cast. For the purposes of this section, a year in the term shall be deemed to be completed at the time of the next Annual General Meeting. If two or more directors are elected by acclamation and the terms of office to be filled are unequal, then the board of directors, at their first meeting, shall determine the distribution of terms among the directors so acclaimed.
- 6.05 **Calling of Meetings of the Board of Directors:** Meetings of the board shall be held from time to time at such place and at such time and on such day as an Officer and any other director may determine and the Secretary shall call meetings when directly authorized by an Officer and any other director to do so. In addition to any other provision in the by-laws, a quorum of directors may, at any time, call a meeting of the directors for the transaction of any business. Unless otherwise provided in the by-laws of the Corporation to the contrary, notice of any meeting so called shall be given personally, by ordinary mail, by email or by telefax, to each director at the address for service given by each director to the Corporation (or if no such address for service has been given, then to his/her last known place of residence) not less than forty-eight (48) hours (excluding any part of a Sunday or of a holiday as defined by the *Interpretation Act* R.S.O. 1990, c. 1. 11 and any amendments thereto) before the time when the meeting is to be held, save that no notice of a meeting shall be necessary if all the directors are present and consent to the holding of such meeting, or if those absent have waived notice of the meeting or otherwise signified in writing their consent to the holding of such meeting. If the notice is delivered personally, then the notice is deemed to be received the same day it is delivered. If a notice of a meeting of directors is mailed or sent by email or telefax as aforesaid, then same shall be deemed to have been received and to be effective on the second (2nd) business day following the date on which same was mailed, or on the first (1st) day following the date on which same was sent via email or by telefax.
- 6.06 **Regular Meetings:** The board may appoint a day or days in any month or months for regular meetings at a place and hour to be named. A copy of any resolution of the board fixing a place and time of regular meetings of the board shall be sent to each director forthwith after being passed, but no other notice shall be required for any such regular meeting. The board may conduct its meetings by teleconference or other electronic means as approved by the board by resolution from time to time, provided that all directors consent to the meeting being held by teleconference and/or other approved electronic means.
- 6.07 **First Meeting of New Board:** The board may, without notice, hold its first meeting for the purpose of organization, and for the election and appointment of officers, immediately following the meeting of the owners during which time the directors of the board were elected, provided that a quorum of directors is present.

6.08 Disclosure by Directors of Interest in Contracts

Every director (the "Interested Director") of the Corporation who has, directly or indirectly, any material interest in any material contract or transaction or proposed contract or proposed transaction (the "Contract") to which the Corporation is or will be a party (other than one in which his/her interest is limited to remuneration as a director, officer or employee), shall declare his/her interest in such contract or transaction. This disclosure shall be made as follows:

- (i) at the meeting of the directors of the Corporation where the Contract is first considered by such board;
- (ii) if the Interested Director is not at such meeting, then he/she shall disclose such interest at the next meeting of the directors held after the director becomes interested in such Contract;
- (iii) if the director becomes interested in such Contract on or after it is entered into by the Corporation, then the Interested Director shall disclose such interest at the first meeting of directors held after the Interested Director becomes so interested; or,
- (iv) if the Contract is one that in the ordinary course of the Corporation's business would not require the approval of the majority of the directors or owners, then the Interested Director shall disclose such interest in the Contract at the first meeting of the directors held after the Interested Director becomes aware that he/she is interested in the Contract.

6.09 The Interested Director shall disclose the nature and extent of such interest. If the Contract involves the purchase of real or personal property by the Corporation, that the seller acquired within the previous five (5) years before the date the Contract was entered into, then the Interested Director shall disclose the price that the said seller paid to acquire such property, provided that the Interested Director has, or can reasonably acquire, such knowledge.

6.10 The Interested Director shall not be present during the discussion of the Contract at the directors meeting. In addition, the director shall not count towards the quorum for that portion of the meeting in which the Contract is considered or voted upon and the Interested Director shall not be permitted to vote with respect to any aspect of the Contract, unless the Interested Directors interest:

- (i) is limited solely to insurance described in section 39 of the Act or the remuneration of director, officer or director of the Corporation; or,
- (ii) arises or would arise solely as a result of the Interested Director being a director, officer or employee of the declarant, and the Interested Director was appointed to the first board pursuant to section 42 of the Act.

6.11 A general notice in writing to the board by a director declaring that he is a director or officer of, or has a material interest in, any company or other entity that is a party to a contract or proposed contract with the Corporation, is a sufficient declaration of his/her interest in relation to any contract so made. If a director has made a declaration or disclosure of his/her interest, and has not voted in respect of the contract or transaction, then such director, if he/she was acting honestly and in good faith at the time the contract or transaction was entered into, is not by reason only of holding the office of director accountable to the Corporation or to any owners for any profit or gain realized from such contract or transaction, and such contract or transaction is not voidable by reason only of the director's interest therein.

6.12 Notwithstanding that an Interested Director does not comply with the provisions of this by-law, then such director, if he/she were acting honestly and in good faith at the time the contract or transaction was entered into, is not by reason only of holding the office of director accountable to the Corporation or to any owners for any profit or gain realized from such contract or transaction, provided that he/she complies with and satisfies the provisions of section 40(8) of the Act.

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

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

6.15 **Indemnity of Directors and Officers:** Every director and officer of the Corporation and their respective heirs, executors, administrators, successors, estate trustees and personal representatives shall at all times be indemnified and saved harmless by the Corporation from and against:

- a) all costs, expenses, charges, damages and liabilities which any director or officer suffers, sustains or incurs in respect of any action, suit or proceeding that is brought, commenced or prosecuted against him/her for or in respect of anything done or permitted to be done, or omitted to be done by him/her in connection with the execution of the duties of his/her office (hereinafter collectively referred to as the "Liabilities"); and,
- b) all other costs, charges and expenses which such director or officer properly sustains or incurs in relation to the affairs of the Corporation;

unless the Act or the by-laws of the Corporation otherwise provide. The Corporation shall purchase and maintain insurance for the benefit of every director and officer of the Corporation in order to indemnify them against the Liabilities if same were incurred by any director or officer in the performance of his/her duties.

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

6.17 **Filling of Vacancies:** If a vacancy in the membership of the board occurs, such vacancy shall be filled in accordance with the terms and provisions of section 34 of the Act, provided that where a board is allowed to fill the vacancy, then the board may exercise its authority and fill the said vacancy in the board.

6.18 **Conflict of Interest re Management:** Except as provided in Paragraphs 6.08 - 6.12 above or 7.04 below:

- (a) No director of the Corporation nor any member of his/her immediate family shall be directly responsible for any management function.
- (b) No director of the Corporation nor any member of his/her immediate family nor any owner of or resident in a unit of the Condominium Corporation shall be appointed Manager.
- (c) No person who is employed in any capacity by the Corporation shall be appointed or elected a director of the Corporation.

In this Paragraph and elsewhere in this by-law the following definitions shall apply:

- (d) "immediate family" means a spouse, a common-law spouse, a child, a parent, a brother or sister, a grandparent, a grandchild and a parent-in-law, brother or sister-in-law, son or daughter-in-law of a director or of the spouse or common-law spouse of a director and any person ordinarily residing in a director's home. Common-law spouse is a person who lives in a marriage-type relationship (not necessarily as defined under the Ontario Family Law Act).
- (e) "Manager" means an individual or firm retained by the Corporation for the purpose of providing (professional) management services to the Corporation.

**ARTICLE VII
OFFICERS**

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

- 7.02 **Appointed Officers:** From time to time the board shall appoint a Secretary, and may appoint one or more Vice-Presidents, a Treasurer and such other officers as the board may determine, including one or more assistants to any of the officers so appointed. The officer so appointed may, but need not be, a member of the board. One person may hold more than one office, and if the same person holds both the office of the Secretary and the office of Treasurer, he may be known as the Secretary-Treasurer.

- 7.03 **Term of Office:** Subject to the provisions of any written agreement to the contrary, the board may by resolution remove at its pleasure any officer of the Corporation.

- 7.04 **President:** The President shall, when present, preside at all meetings of the owners and of the board, and shall be entitled, with the approval of the majority of the board present at the meeting of owners, appoint a Chairperson for the meeting. The Chairperson so appointed need not be a director or an owner. The President shall be charged with the general supervision of the business affairs of the Corporation. Except when the board has appointed a General Manager or Managing Director, the President shall also have the powers and be charged with the duties of that office.

- 7.05 **Vice-President:** During the absence of the President, his/her duties may be performed and his/her powers may be exercised by the Vice-President, or if there are more than one, by the Vice-Presidents in order of seniority (as determined by the board), save that no Vice-President shall preside at a meeting at the board or at a meeting of owners who is not qualified to attend such meeting as a director or owner, as the case may be. If a Vice-President exercises any such duty or power, the absence of the President shall be presumed with reference thereto. A Vice-President shall also perform such duties and exercise such powers as the board may prescribe from time to time.

- 7.06 **General Manager:** The General Manager, if one be appointed, shall be responsible for the general management, subject to the authority of the board and the supervision of the President, of the Corporation's business affairs, and the power to appoint and remove any and all employees and agents of the Corporation not elected or appointed directly by the board, and to settle the terms of their employment and remuneration.

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

- 7.08 **Treasurer:** The Treasurer shall keep or cause to be kept full and accurate books of account in which shall be recorded all receipts and disbursements of the Corporation and, under the direction of the board, he/she shall control the deposit of the money, the safekeeping of securities and the disbursement of funds of the Corporation. He/she shall render to the board at any meeting thereof, or whenever required of him/her, an account of all his/her transactions as Treasurer and of the financial position of the Corporation, and he/she shall perform such other duties as may from time to time be prescribed by the board. The offices of Secretary and Treasurer may be combined.

- 7.09 **Other Officers:** The duties of all other officers of the Corporation shall be such as the terms of their engagement call for, or as the board may require of them. Any of the powers and duties of an officer to whom an assistant has been appointed may be exercised and performed by such assistant unless the board otherwise directs.

- 7.10 **Agents and Attorneys:** The board shall have the power to appoint, from time to time, agents or attorneys of the Corporation who shall have such powers of management or otherwise (including the power to sub-delegate) as the board may think fit in its sole discretion.
- 7.11 **Substitute Chairperson:** In the absence of the President and Vice-President from a meeting of the Board of Directors, a quorum of directors may appoint a chairperson to act for the duration of that meeting only.
- 7.12 **Officers Honorarium:**
- (a) Officers of the Corporation shall receive an honorarium of \$200.00 per month.
 - (b) This provision shall remain in effect until revoked or amended by the board of directors.

ARTICLE VIII **BANKING ARRANGEMENTS AND CONTRACTS**

- 8.01 **Banking 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 authorize from time to time by resolution, and all such banking business, or any part thereof, shall be transacted on the Corporation's behalf by any one or more officers, or other persons, as the board may designate or authorize from time to time by resolution, and to the extent therein provided, including, without restricting the generality of the foregoing, the operation of the Corporation's accounts, the making, signing, drawing, accepting, endorsing, negotiating, lodging, depositing or transferring of any cheques, promissory notes, drafts, acceptances, bills of exchange and orders relating to any property of the Corporation; the execution of any agreement relating to any such banking business, and the defining of the rights and powers of the parties thereto; and the authorizing of any officer of such bank or trust company to do any act or thing on the Corporation's behalf to facilitate such banking business.
- 8.02 **Execution of Instruments:** Subject to the provisions of the Act, all deeds, transfers, assignments, contracts and obligations on behalf of the Corporation may be signed by the President or a Vice-President, together with the Secretary or any other director. Any contract or obligation within the scope of any management agreement entered into by the Corporation may be executed on behalf of the Corporation in accordance with the provisions of such management agreement. Notwithstanding any provisions to the contrary contained herein, the board may, subject to the provisions of the Act, at any time and from time to time, direct the manner in which, and the person or persons by whom any particular deed, transfer, contract or obligation or any class of deeds, transfers, contracts or obligations of the Corporation may or shall be signed.
- 8.03 **Execution of the Status Certificate:** Certificates provided pursuant to section 76 of the Act may be signed by any officer or any director of the Corporation, with or without the seal of the Corporation affixed thereto, provided that the board may, by resolution, direct the manner in which, and the person(s) by whom, such certificates may or shall be signed.

ARTICLE IX **FINANCIAL YEAR-END**

- 9.01 Unless otherwise determined by resolution of the board, the financial year of the Corporation shall end on the 31st day of December in each year.

ARTICLE X
NOTICE

- 10.01 **Method of Giving Notices:** Except as otherwise specifically provided in the Act, the declaration, or any other by-law(s) of the Corporation hereafter enacted, any notice(s), communication(s) or other document(s), including budgets and notices of assessment required to be given or served, shall be sufficiently given or served if given in accordance with the following:
- a) **to an owner**, by giving same to him/her, or to any director or officer of the owner, notice in writing in accordance with the terms and provisions of section 47(7) of the Act;
 - b) **to a mortgagee**, who has notified the Corporation of his/her interest in any unit, by giving same to him/her, or to any officer or director of such mortgagee, notice in writing in accordance with the terms and provisions of section 47(8) of the Act; and,
 - c) **to the Corporation**, by giving same personally to any director or officer of the Corporation, or by ordinary mail, postage prepaid, or telefacsimile addressed to the Corporation at its address for service as set out in the declaration, or as changed in accordance with the requirements of the Act, or to the telefax number generally published for public use by the Corporation.
- 10.02 **Receipt of Notice:** If any notice is mailed as aforesaid, then same shall be deemed to have been received and to be effective on the second (2nd) day following the day on which it was mailed. If delivered personally, notice shall be deemed given the same day. Telefacsimile transmissions will be deemed to have been received on the date that same are transmitted, provided if same are sent after 5:00 p.m. on any business day or during week-ends or statutory holidays, then such notice will be effective on the next business day, with a telefacsimile transmission confirmation being proper evidence of the date and time of transmission.
- 10.03 **Omissions and Errors:** Except as provided in the Act, the accidental omission to give any notice to anyone entitled thereto, or the non-receipt of such notice, or any error in any notice not affecting the substance thereof, shall not invalidate any action taken at any meeting of owners or directors held pursuant to such notice or otherwise founded thereon.

ARTICLE XI
ASSESSMENT AND COLLECTION OF COMMON EXPENSES

- 11.01 **Duties of the Board Re Common Expenses:** The common expenses, as provided for in the Act, and in the declaration, shall be assessed by the board and levied against the owners in the proportions in which they are required to contribute thereto. The board shall, from time to time, and at least once annually, prepare the budget for the 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.
- 11.02 **Notice of Common Expenses to Owners:** The board shall advise each owner promptly in writing of the total amount of common expenses payable by each owner respectively, and shall give copies of all budgets on which such common expenses are based to all owners and mortgagees entered on the Register, in accordance with the provisions of the by-laws of the Corporation.
- 11.03 **Owner's Obligations:** Each owner shall be obliged to pay to the Corporation the amount of common expenses assessed against such owner, in equal monthly payments on the first day of each and every month for the 12-month period or other period of time to which such assessment is applicable, until such time as a new assessment is given to such owner. If the board so directs, each owner shall forward to the Corporation forthwith a series of post-dated cheques and/or a pre-authorized chequing form covering the monthly common expenses payable during the period to which such assessment relates. In addition each owner shall be obliged to pay to the Corporation monthly, or as it may direct, the estimated cost as determined by the Corporation, of the operation of any dishwasher, air conditioner, clothes-washer or clothes-dryer installed in such owner's unit. In addition to the foregoing, any losses, costs or damages incurred by

Corporation by reason of a breach of the Act, declaration, by-laws, rules and/or regulations of the Corporation in force from time to time by any unit owner, or by members of his/her family and/or their invitees or licensees, shall be borne and/or paid for by such owner, and may be recovered by the Corporation against such owner in the same manner as common expenses.

- 11.04 **Extraordinary Expenditures:** Extraordinary expenditures not contemplated in the foregoing budget for which the board shall not have sufficient funds, and funds required to establish reserves for contingencies and deficits, may be assessed at any time during the year in addition to the annual assessment, by the board serving notice(s) of such further assessment(s), on all owners. The notice shall include a written statement setting out the reasons for the extraordinary assessment, which shall be payable by each owner within ten (10) days from the date of the receipt of such notice, or within such further period of time and in such instalments as the board may otherwise determine.
- 11.05 **Default in Payment of Assessment:** Arrears of payments required to be made under the provisions of this Article XI shall bear interest at the rate of eighteen (18%) percent per annum, calculated and compounded monthly, not in advance, until paid, and shall be deemed to constitute a reasonable charge incurred by the Corporation in collecting the unpaid amounts within the meaning of the Act. In addition to any remedies or liens provided by the Act, if any owner is in default of payment of a common expense assessment levied against him/her for a period of fifteen (15) days, then the board may bring legal action for and on behalf of the Corporation to enforce collection thereof, and there shall be added to any amount found due, all costs of such action, including costs on a solicitor-and-client basis. Notwithstanding the foregoing, there shall be a ten dollar (\$10.00) charge for collection of any amount in default for any period in excess of seven (7) calendar days of each month.

ARTICLE XII DEFAULT

- 12.01 **Registration of Lien:** The board shall, without exception, cause a lien to be registered in accordance with the Act, to ensure that all arrears of common expenses are fully protected by said lien.

ARTICLE XIII RULES GOVERNING THE USE OF UNITS AND COMMON ELEMENTS

- 13.01 **Rules Respecting the Use of the Common Elements and Units:** The board may make rules respecting the use of the common elements and units, in order to promote the safety, security and welfare of the owners and of the property, or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and of other units. Any rules made by the board shall be effective thirty (30) days after notice thereof has been given to each owner, unless the board is in receipt of a written requisition requiring a meeting of the owners to consider the rules. If such meeting of owners is required, then the rules shall become effective only upon approval at such meeting.
- 13.02 **Dishwashers, Air Conditioners, Clothes-washers, and/or Clothes-dryers:** No dishwasher, air conditioner, clothes-washer, or clothes-dryer shall be installed or used in any unit unless and until the owner of the unit has entered into a satisfactory agreement with the Corporation with respect to the payment of the Corporation's estimated costs of the operation of such additional appliance. In the event that an owner shall install or use any such appliance without first entering into such an agreement, the Corporation shall have the right to unilaterally assess the owner of such unit at an amount estimated by the Board of Directors to cover the costs to the Corporation of the operation of such appliance.

ARTICLE XIV GENERAL INDEMNITY

- 14.01 Each owner shall indemnify and save the Corporation harmless from any loss, cost, damage, injury or liability ("losses"), in respect of the owner's unit, common elements or any other unit, which the Corporation may suffer or incur:
- (a) which is not otherwise recoverable from insurance coverage; and,

(b) which results from or is caused by any act or omission of:

- (i) such owner; or,
- (ii) any resident, tenant, employee, agent, invitee or licensee of such owner's unit.

14.02 Without limiting the generality of the foregoing, the types of losses contemplated by this article to be indemnified include:

- (a) any and all legal costs incurred by the condominium corporation including:
 - (i) by reason of a breach of the declaration, by-laws and/or rules of the Corporation in force from time to time;
 - (ii) any excess of legal costs incurred by the condominium corporation over and above costs awarded by a court;
 - (iii) the cost of any legal advice given to the condominium corporation;
 - (iv) the cost of any letters written by the condominium corporation as a result of any such acts or omissions; and/or,
 - (v) any excess of legal costs incurred by the condominium corporation over and above costs awarded by a court in respect of any proceedings or other steps taken resulting from an owners default in payment of the common expense contribution in respect of a unit;
- (b) increased insurance premiums;
- (c) cleaning charges; and/or,
- (d) repair charges including any repairs to the owner's unit, any other owner's unit or the common elements.

14.03 All costs so indemnified pursuant to this rule shall be deemed to be additional contributions toward the Common Expenses payable by such owner, and are recoverable as such.

ARTICLE XV MISCELLANEOUS

15.01 Invalidity: The invalidity of any part or parts of this by-law shall not impair or affect in any manner the validity and enforceability of the balance thereof.

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

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

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

15.05 Statutory References: Any references to a section or sections of the Act in this by-law (or in any by-laws or rules hereafter enacted by the Corporation) shall be read and construed as a reference to the identical or similarly appropriate section or sections (as the case may be) of any successor legislation to the Act.

DATED at the City of TORONTO, this 18 day of JUNE, 2002.

The foregoing by-law is hereby enacted as By-law No. 5 of York Condominium Corporation No. 76, said by-law having been passed by the board of directors on the 7th day of May, 2002, and duly approved by the owners of a majority of the units of the Corporation voting in favour of confirming it on the 15th day of June, 2002, without variation, pursuant to the provisions of the *Condominium Act, 1998*, S.O.

YORK CONDOMINIUM CORPORATION NO. 76

Per: [Signature]
Name: Barbara Saad
Title: President

Per: [Signature]
Name: Jim Hynes
Title: Secretary

We have the authority to bind the Corporation.