

*(By-law No. 1, official as of November 7, 1972, may be repealed or amended, reasonably and consistent with the Condo Act of 1998, by a motion of the board and approval by a majority of owners of the condo corporation.)*

## **By-law No. 1, York Condominium Corporation No. 75**

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

Be it enacted as a by-law of York Condominium Corporation No. 75 (hereinafter referred to as the “Corporation”) as follows:

#### **ARTICLE I: DEFINITIONS**

The terms used herein shall have ascribed to them the definitions contained in The Condominium Act, Revised Statutes of Ontario, 1970, Chapter 77 (hereinafter referred to as the “Act”).

## **ARTICLE II: SEAL**

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

## **ARTICLE III: REGISTER**

The Corporation shall keep a register (hereinafter called the “register”) respecting the property which shall note the name and address of the owner and mortgagee of each unit who has notified the Corporation of their respective interests in the property. The address of each owner shall be the address of his unit, and the address of each mortgagee shall be the address shown for him on his mortgage registered in the Office of Land Titles at Toronto, unless the Corporation is given notice of a different address by such owner or mortgagee.

## **ARTICLE IV: MEETINGS OF MEMBERS**

1. First meeting The first meeting of owners (hereinafter referred to as “owners” or “members”) shall be held on the date of and immediately after the Declaration of the Corporation is registered, but before any conveyance or transfer of a unit or units owned by the Declarant is registered, and at such meeting a Board of five (5) Directors shall be elected.

2. Annual meeting The annual meeting of the owners shall be held at such place within the Municipality of Metropolitan Toronto, at such time and on such day in each year as the Board 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 read at and laid before the members at an annual meeting, electing directors, appointing the auditor and fixing or authorizing the Board to fix his

remuneration, and for the transaction of such other business as may properly be brought before the meeting.

3. Special meeting The Board shall have the power at any time to call a special meeting of the owners to be held at such time and at such place within the Municipality of Metropolitan Toronto as may be determined by the Board. The Board shall also call such special meeting upon notice in writing of 100 owners or mortgagees (or combination thereof) entitled to vote with respect thereto within ten (10) days of giving of such notice. If the Board does not within ten (10) days from the date of such notice call such meeting, which shall be held within fourteen (14) days from the date of the calling thereof, any of the owners or mortgagees who gave such notice may call such meeting which shall be held within thirty (30) days from the date of calling of such meeting.

4. Notices Notice of the time and place of each annual, regular or special meeting shall be given not less than ten (10) days before the day on which the meeting is to be held, to the auditor of the Corporation and to each owner and mortgagee who is entered on the register at the date of giving of such notice. The Corporation shall not be obliged to give notice to any 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 mortgage to exercise the right of the mortgagor to vote. Notice of meetings as hereinbefore required shall have appended to it an agenda of matters to be considered at such meeting

5. Reports to Members A copy of the Financial Statement and a copy of the Auditor's Report shall be furnished to any owner or mortgagee on demand.

6. Persons entitled to be present The only persons entitled to attend a meeting of members shall be the owners and mortgagees entered on the register, and any others entitled to vote thereat and the auditor of the Corporation, and the directors and officers of the Corporation and 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. Any other person may be admitted only on the invitation of the Chairman of the meeting or with the consent of the meeting.

7. Quorum At any meeting of members, a quorum shall consist of not less than 247 persons entitled to vote present in person, or holding or representing by proxy not less than 50% of the common elements. If 30 minutes after the time appointed for the holding of any meeting of members a quorum be not present, the meeting shall be dissolved and shall stand adjourned to the same time on the corresponding day of the next week, at such place within the Municipality of Metropolitan Toronto 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 3 days prior to the the convening of such meeting, and if 30 minutes after the convening of such meeting a quorum be not present, those members or mortgagees who are present in person or by proxy may transact all business which a full quorum might have done.

8. Right to Vote At each meeting of members, every member shall be entitled to vote who is entered on the register as an owner or has given notice to the Corporation in a form satisfactory to the Chairman of the meeting that he is an owner. If a unit has been mortgaged, the person who mortgaged such unit (or his proxy) may nevertheless represent such unit at meetings and vote in

respect thereof, unless in the instrument creating the mortgage he has expressly authorized or empowered the mortgagee to vote, in which case such mortgagee (or his proxy) may attend meetings and vote in respect of such unit upon filing with the Secretary of the meeting sufficient proof of the terms of such instrument, or if such mortgagee has notified the Corporation of his rights in accordance with Paragraph 3 of this Article. Any dispute over the right to vote shall be resolved by the Chairman of the meeting upon such evidence as he may deem sufficient. In case of equality of votes the Chairman of the meeting shall be entitled to a second or casting vote. The owner or mortgagee of a unit (except where otherwise required by the Act, the Declaration or the by-laws) shall be entitled to one (1) vote for each unit owned or mortgaged by him in respect of which he is entitled to vote.

9. 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 appointment, shall represent the owner or mortgagee at all meetings of the members of the Corporation and may vote in the same manner and to the same extent as such member. If there be more than one executor, administrator, committee, guardian or trustee, the provisions of Paragraph 11 of this Article shall apply.

10. Proxies Every member or mortgagee entitled to vote at meetings of members may by instrument in writing appoint a proxy, who need not be a member 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 member or mortgagee were present at the meeting. The instrument appointing a proxy shall be in writing, signed by the appointor or his 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.

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, they shall vote in the same way, failing which the vote for such unit shall not be counted.

12. Votes to Govern At all meetings of members every question shall, unless otherwise required by the Act, or the Declaration, or by-laws, be decided by a majority of the votes as defined in Paragraph 8 of this Article, duly cast on the question.

13. Method of Voting At any general or special meeting, a resolution by the vote of the meeting shall be decided by a show of hands unless a poll is demanded by a member present in person or by proxy, and unless a poll is so demanded a declaration by the Chairman that a resolution has in the show of hands been carried is prima facie proof of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution, but a demand for a poll may be withdrawn. An election of a director or directors shall be by ballot unless the directors are elected by acclamation.

## **ARTICLE V: THE CORPORATION**

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

- (a) operation, care, upkeep and maintenance of the common elements;
- (b) collection of the common element charges from the

owners;

(c) supplying heat, hydro and water to the building, 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 heat, hydro or water at any time becomes incapable of fulfilling its function or is damaged or destroyed, the Corporation shall have a reasonable time within which to repair or replace such apparatus and the Corporation shall not be liable for indirect or consequential damages or for damages for personal discomfort or illness by reason of the breach of such duty;

(d) obtaining and maintaining insurance for the property as may be required by the Declaration or by-laws and providing a certified copy of the policies and endorsements to the mortgagees and certificates of insurance policies to the owners, and furnishing to the owners and mortgagees of the units renewal certificates or

replacement policies or certificates thereof not later than ten (10) days before the expiry date of such insurance policies;

(e) repairing and restoring of the common elements in accordance with the provisions of the Act, the Declaration , and this by-law;

(f) obtaining and maintaining fidelity bonds where obtainable, in such amounts as the Board may deem reasonable, for such officers, directors or employees as are authorized to receive or disburse any funds on behalf of the Corporation;

(g) causing audits to be made after every year's end and making auditor's statements available to the owners and mortgagees;

(h) in the event that the Corporation purchases the unit comprising the underground parking garage, it shall maintain and operate the underground parking garage;

(i) allocating to unit owners locker space situate in the

common elements at such time as it is available.

2. Powers of the Corporation The powers of the Corporation shall include but shall not be limited to the following:

(a) employment and dismissal of personnel necessary for the maintenance and operation of the common elements;

(b) adoption and amendment of rules and regulations concerning the operation and use of the property;

(c) employing a manager at a compensation to be determined by the Board, to perform such duties and services as the Board shall authorize, including but not limited to the foregoing duties;

(d) obtaining and maintaining fidelity bonds for any manager where deemed necessary by the Board, and in such manner as the Board may deem reasonable;

(e) investing reserves held by the Corporation, provided that such investments shall be those permitted by The Trustee Act, Revised Statutes of Ontario, 1970, Chapter 470 and amendments thereto, and convertible into cash in not more than ninety (90) days.

## **ARTICLE VI: BOARD OF DIRECTORS**

1. 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.

2. Qualifications Each director shall be twenty-one or more years of age, and need not be a member of the Corporation.

3. Until 60% of the units in number shall have been sold by the Declarant and the transfers registered and until their successors have been appointed or elected, the Board shall consist of the



Board elected by the Declarant upon the date the Declaration is registered. Upon 60% of the units in number having been sold and transfers registered, a meeting of the owners shall be called, and the date for such meeting shall be approximately ninety (90) days from the date of registration of the transfer of the unit bringing the total units sold by the Declarant to 60% of the total units of the Corporation (and such meeting is hereinafter referred to as the “First General Meeting” of the Corporation). At such First General Meeting, the Board elected by the Declarant shall retire and thereafter the directors shall be elected by the owners in rotation, and upon the expiration of their respective terms of office shall retire, but shall be eligible for re-election.

4. Election and Term At the First General Meeting of the Corporation held to elect directors, two directors shall be elected to hold office for a term of one (1) year from the date of their election, and three (3) directors shall be elected to hold office for a term of two (2) years from the date of their election. At each annual meeting thereafter a number of directors equal to the number of directors retiring in such a year shall be elected for a term of two (2) years.

5. Removal of Directors and Filling of Vacancies The owners may, by resolution passed by a majority vote at a meeting of the owners called for such purpose, remove any director before the expiration of his term of office. The members may elect a person in place of any director who has been removed, died, or resigned for the remainder of his term at any annual or special meeting.

6. Calling of Meetings Meetings of the Board shall be held from time to time, at such place and at such time and on such day as the President and a Vice-President who is a director or any two directors may determine, and the Secretary shall call meetings

when directly authorized by the President or by a Vice-President who is a director or by any two directors. Notice of any meeting so called shall be given personally, by ordinary mail or telegraph, to each director not less than forty-eight (48) hours (excluding any part of a Sunday or of a holiday as defined by The Interpretation Act of Canada for the time being in force) before the time when the meeting is to be held, save that no notice of a meeting shall be necessary if all the directors are present and consent to the holding of such meeting, or if those absent have waived notice of or otherwise signified in writing their consent to the holding of such meeting.

7. 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.

8. 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 meeting of members at which a director or directors of such Board was elected, provide a quorum of directors be present.

9. Interest of Directors in Contracts No director shall be disqualified by his office from contracting with the Corporation nor shall any contract or arrangement entered into by or on behalf of the Corporation with any director or in which any director is in any way interested be voided, nor shall any director so contracting or being so interested be liable to account to the Corporation for any profit realized by any such contract or arrangement by reason of such director holding such office or of the fiduciary relationship

thereby established, provided that the provisions of Paragraph 10 of this Article are complied with.

10. Declaration of Interest It shall be the duty of every director of the Corporation who is in any way, whether directly or indirectly, interested in a contract or arrangement or proposed contract or arrangement with the Corporation to declare such interest and to refrain from voting in respect thereof; provided, however, that such prohibition against voting shall not apply during such time as the Declarant who registered the Declaration is represented on the Board by three or more directors.

11. Protection of Directors and Officers No director or officer of the Corporation shall be liable for any act, neglect or default of any other director or officer or for joining in any act for conformity 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 moneys 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 moneys, 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 whatever which shall happen in the execution of the duties of his office or in relation thereto, unless the same shall happen through his own dishonest or fraudulent act or acts.

12. Indemnity of Directors and Officers Every director and officer of the Corporation and his heirs, executors and administrators and estates and effects respectively shall from time to time and at

all times be indemnified and saved harmless out of the funds of the Corporation from and against:

(a) all costs, charges and expenses whatsoever which such director or officer sustains or incurs in or about any action, suit or proceeding which is brought, commenced or prosecuted against him for or in respect of any act, deed or permitted by him in or about the execution of the duties of his office, except any dishonest or fraudulent acts or acts;

(b) all other costs charges and expenses which any such director or officer properly sustains or incurs in or about or in relation to the affairs of the Corporation.

13. Voting At all meetings of the Board of Directors every question, unless otherwise specified in the Declaration, shall be decided by a majority of votes cast on the question. In case of an equality of votes, the Chairman of the meeting shall be entitled to a second or casting vote.

## **ARTICLE VII: OFFICERS**

1. Elected Officers At the first meeting of the Board after each annual 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 successor is elected. A vacancy occurring from time to time in such office may be filled by the Board from among its members.

2. Appointed Officers From time to time the Board shall appoint a Secretary, and may appoint one or more Vice-Presidents, a General Manager, a Treasurer and such other officers as the Board may determine, including one or more assistants to any of the officers so appointed. Any 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

Secretary and the office of Treasurer, he may be known as the Secretary-Treasurer.

3. Term of Office In the absence of written agreement to the contrary, the Board may remove at its pleasure any officer of the Corporation.

4. President The President shall, when present, preside at all meetings of the members and of the Board, and shall be charged with the general supervision of the business and 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.

5. Vice-President During the absence or inability to act of the President, his duties may be performed and his powers may be exercised by the Vice-President, or if there are more than one, by the Vice-Presidents, in order of seniority (as determined by the Board), save that no Vice-President shall preside at a meeting of the Board or at a meeting of members who is not qualified to attend the meeting as a director or member, 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.

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.

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

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 disbursement of the funds of the Corporation; he shall render to the Board at any meeting thereof or whenever required of him an accounting of all his transactions as Treasurer and of the financial position of the Corporation, and he 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.

9. Other Officers The duties of all other officers of the Corporation shall be such as the terms of their engagement call for, or the Board requires 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.

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.

## **ARTICLE VIII: BANKING ARRANGEMENTS & CONTRACTS**

1. 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, appoint 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 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 banker to do any act or thing on the Corporation's behalf to facilitate such banking business.

2. Execution of Instruments 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 in the by-laws of the Corporation, the Board may 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 deed, transfers, contracts or obligations of the Corporation may or shall be signed.

## **ARTICLE IX: FINANCIAL**

Unless otherwise ordered by the Board, the financial year of the Corporation shall end on the 31st day of December in each year, or on such other day as the Board by resolution may determine.

## **ARTICLE X: NOTICE**

1. Method of giving Notice by the Corporation Any notice, communication or other document, including budgets and notices of assessment required to be given or delivered by the Corporation shall be sufficiently given if delivered personally to the person to whom it is to be given, or if delivered to the address noted in the register for him, or if mailed by prepaid ordinary mail or airmail in a sealed enveloped addressed to him at such address, or if sent by means of wire or wireless or any other form of transmitted or recorded communication, to such address. Any notice, communication or other document to be given by the Corporation to any other person entitled to notice and who is not a member shall be given or delivered to such person in the manner aforesaid to the address shown for him on the register. Such notice, communication or document shall be deemed to have been given when it is delivered personally or delivered to the address aforesaid; provided that a notice, communication or document so mailed shall be deemed to have been given when deposited in a post office or public letter box, and a notice sent by means of wire or wireless or any other form of transmitted or recorded communication shall be deemed to have been given when delivered to the appropriate communication company or agency or its representative for dispatch.



2. Notice to the Board or Corporation Any notice, communication or other document to be given to the Board or the Corporation shall be sufficiently given if mailed by prepaid ordinary mail or airmail in a sealed envelope addressed to it at the address for service of the Corporation set out in the Declaration. Any notice, communication or document so mailed shall be deemed to have been given when deposited in a post office or public letter box.

3. Omissions and Errors 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 held pursuant to such notice or otherwise founded thereon.

## **ARTICLE XI: ASSESSMENT AND COLLECTION OF COMMON EXPENSES**

1. Duties of the Board All expenses, charges and costs of maintenance or replacement 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 proportion in which they are required to contribute to the common expenses as set forth in the Declaration (the amount of which is hereinafter referred to as the “annual assessment”). 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. The Board shall present the estimated budget at a meeting of the members and the owners shall consider the estimated budget and, if satisfactory, shall approve in principle the budget at such time. The Board shall allocate and assess such common expenses as set out in the approved budget for such period among the

owners, according to the proportion in which they are required to contribute to the common expenses as set forth in the Declaration. In addition to the foregoing expenses, the Board may include in the annual budget provisions for a reserve fund for contingencies, working capital deficits or replacements, which reserve fund shall be an asset of the Corporation. 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 such common expenses are based to all owners and mortgagees entered on the register.

2. Owners' Obligations Each owner shall be obliged to pay to the Corporation or as it may direct the amount of the annual assessment as follows: One twelfth (1/12th) of such assessment on the first day of each and every month next following delivery of such assessment until such time as a new assessment shall have been delivered to such owner. In addition, each owner shall be obliged to pay to the Corporation or as it may direct the estimated cost of the electrical energy for the operation of any appliance or equipment used in the unit save and except the usual apartment appliances or equipment for which electrical energy is to be supplied by the Corporation pursuant to Article XIII, Section (j) of the Declaration.

3. Extraordinary Expenditures Extraordinary expenditures not contemplated in the aforementioned budget and for which the Board shall not have sufficient funds may be assessed at any time during the year in addition to the annual assessment, by the Board serving notice of such further assessment on all owners, which notice shall include a written statement setting out the reasons for the extraordinary assessment, and such extraordinary assessment shall be payable by each owner within ten (10) days

after the delivery thereof to such owner, or within such further period of time and in such instalments as the Board may determine.

4. Conveyance of Unit No owner shall be liable for the payment of any part of the common expenses assessed against his unit prior to a transfer by him of such unit but payable by him subsequent thereto, provided that he first gives notice of such assessment to the transferee of the unit.

5. Default in Payment of Assessment

(1) Arrears of payments required to be made under the provisions of this Article shall bear interest at a rate equal to two per cent (2%) above the interest rate charged from time to time by the Bank of Canada to Chartered Banks;

(b) In addition to any remedies or liens provided by the Act, if any owner is in default of payment of an assessment levied against him for a period of fifteen (15) days, 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 as between a solicitor and his own client.

**ARTICLE XII: DEFAULT**

1. Notice of unpaid Common Expenses The Board, whenever so requested in writing by an owner or mortgagee entered on the register, shall promptly report any then unpaid common expenses due from, or any other default by, any owner and any common expenses assessed or other money claimed by the Corporation against any owner which are thirty (30) days past due.

2. Notices of Default The Board, when giving notice of default in payment of common expenses or any other default to the owner of

a unit, shall concurrently send a copy of such notice to each mortgagee of such unit who is entered on the register and who has requested that such notice be sent to him.

### **ARTICLE XIII: RULES AND REGULATIONS**

The following rules and regulations shall be observed by the owners, and the term “owner” shall include an owner and any other person occupying a unit with an owner’s approval:

1. The water closets and other water apparatus shall not be used for purposes other than those for which they are constructed, and no sweepings, garbage, rubbish, rags, ashes or other substances shall be thrown therein. Any damage resulting to them from misuse or from unusual or unreasonable use shall be borne by the owner of the unit in which such use or misuse occurred or by the owner who, or whose family, guests, visitors, servants, clerks or agents, shall cause it.
2. No sign, advertisement or notice shall be inscribed, painted or affixed on any part of the inside or outside of the building whatsoever.
3. In the event that any unit owner, notwithstanding the provisions of Section 3 of Article IX of the Declaration, shall do or permit anything to be done in his unit and/or common elements or bring or keep anything thereon which will in any way increase the risk of fire or other perils insured against and consequently will increase the premium rate of the policy or policies of insurance, then the unit owner shall pay in his next monthly contribution towards the common expenses after receipt of notice from the Corporation all increases in premiums in respect of such policy or policies of insurance. All payments pursuant to this

clause are deemed to be additional contributions towards the common expenses and recoverable as such.

4. Nothing shall be placed on the outside of window sills or projections.

5. Water shall not be left running unless in actual use.

6. An owner shall not place, leave or permit to be placed or left in or upon the common elements (except those of which he has the exclusive use) any goods or things, nor upon any of the common elements (including those of which he has the exclusive use), any debris or refuse, and the owner shall tightly wrap all garbage in paper and tie and place the same in containers provided for such purpose or as otherwise directed by the janitor or agent of the Board, and the owner must maintain strict sanitary conditions at all times.

7. Owners, their families, guests, visitors and servants shall not make or permit any improper noises on the property or do anything that will annoy or disturb or interfere in any way with other owners or those having business with them.

8. Nothing shall be thrown out of the windows or doors of the building.

9. Owners shall not overload existing electrical circuits.

10. No auction sales shall be held on the property.

11. No stores of coal or any combustible or offensive goods, provisions or materials shall be kept on the property.

12. No noise, caused by any instrument or other device, or otherwise, which in the opinion of the Board may be calculated to disturb the comfort of the other owners, shall be permitted.

13. The sidewalks, entries, passageways and stairways used in common by the owners shall not be obstructed by any of the owners or used by them for any purpose other than for ingress and egress to and from their respective units.

14. No animal shall be allowed upon or kept in or about any unit or the common elements, nor shall any bird which is unduly annoying to the occupants of units be allowed upon or kept in or about any unit or the common elements.

15. Household furniture and effects shall not be taken into or removed from any unit except at such times and in such manner as may have been previously consented to and approved by the Board or its Manager, nor shall any heavy furniture be moved over floors or the halls, landings or stairs so as to mark them.

16. No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window, door or balcony. Only seasonal furniture is allowed on balconies. No hanging or drying of clothes is allowed on balconies, and balconies shall not be used for storage. The washing of balcony floors shall be done in such manner so as not to allow water to fall over the sides of the balcony floor.

17. No appliance or electrical equipment shall be installed or used in any unit other than the usual apartment appliances for which electrical energy is to be supplied by the Corporation pursuant to Article XIII, Section (i) of the Declaration, unless and until the owner of the unit has entered into a satisfactory agreement with the Corporation with respect to the payment of the cost of

electricity for the operation of such additional appliance or equipment. In the event that an owner installs or uses any such appliance or electrical equipment 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 to cover the cost of electrical consumption for such appliance or equipment.

The owners may from time to time make such additional rules and regulations or vary and amend the rules and regulations respecting the use of the common elements for the purpose of preventing unreasonable interference with or for the purpose of improving the use and enjoyment of the units and common elements.

#### **ARTICLE XIV: MISCELLANEOUS**

1. Invalidity The invalidity of any part of this by-law shall not impair or affect in any manner the validity and enforceability or effect of the balance thereof.
2. Gender The use of the masculine gender in this by-law shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural wherever the context so requires.
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.
4. Headings The headings in the body of this By-law Number 1 form no part of this by-law, but shall be deemed to be inserted for convenience of reference only.

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

#### **ARTICLE XV: COPIES OF MINUTES**

Every owner of a unit, and every mortgagee of a unit, not exceeding the first two mortgagees of any one unit, who is entered on the records of the Corporation as such owner or mortgagee shall, on request, be furnished by the Corporation without charge with a copy of the minutes of all proceedings at meetings of members.

The foregoing by-law is hereby enacted and passed by the members of the Corporation and sealed with the corporate seal of the Corporation this 31st day of October 1972.