COMFORT property management

Comfort Property Management, Inc.
7 Director Court, Unit 201 P:905.605.7788
Vaughan, ON L4L 4S5 F:905.605.7799

TO THE OWNERS AND MORTGAGEES OF
DURHAM CONDOMINIUM CORPORATION NO. 102

On behalf of the Directors of your Corporation, we are pleased to enclose for your review and consideration Notice of an Annual General Meeting to be held on Monday, November 23, 2020. This meeting will be held virtually due to COVID 19 for the purposes outlined in the attached Agenda.

This package contains:

1. The Official Notice and Agenda of the Annual General Meeting.
2. Virtual Meeting Details.
3. An Information Circular.
4. The Minutes of the last Annual General Meeting of June 24, 2019
5. The Audited Financial Statements as of April 30, 2020
6. Insurance Certificate for the Corporation
7. Candidate disclosure form and resume
8. Bylaws: Insurance deductible and Standard Unit
9. Electronic Attendance and Electronic Voting
10. General Operating
11. An Instrument of Proxy and accompanying notes

In addition to the regular business and report by the Auditor, the Corporation will be electing (2) three Directors as described in the Information Circular.

We wish to emphasize the status of the Proxy Form as a legal document as well as its importance to you. It is imperative for any Owner who is unable to attend the Meeting to be careful when **handing** Proxies to another person to ensure that the person will vote in accordance with the owner's wishes, and that his or her interests are the same as those of the person to whom the Proxy is given. If you decide to appoint the President or in his absence, the Secretary, please return the proxy, either by mailing it to the letterhead address, faxing it to 905-605-7799, putting it in the drop box on-site or giving it to a neighbour who will be attending the meeting in person. **If you appoint a party other than the Board, please ensure that your proxy holder deposits the proxy with the Secretary 24 hours before the Meeting (registration starts at 6:30 p.m.).**

Yours truly,
Comfort Property Management Inc.
Agents for and on behalf of D.C.C. 102

Sherri Gauvreau BBA, RCM, Gen. Lic.,
Property Manager

November 4, 2020

SYNCHROWORKS CONSULTING

COMFORT Property Management Inc.

VIRTUAL ANNUAL GENERAL MEETING

Comfort PM-DCC102

Dear Unit Owner,

Synchroworks Consulting Inc. will be assisting in this year's Annual General Meeting. In order to mitigate the risks associated with COVID-19 and ensure everybody's safety and comfort, this year's event will be hosted entirely online, on behalf of Comfort PM-DCC 102.

Virtual Event Date: November 23, 2020, 7:00pm

The link to register for this meeting is as follows:

https://synchroworks.clickmeeting.com/dcc-102/register

You will need to enter your first and last name, unit number, and an email address to receive the invitation for the meeting.

If you are unable to attend the meeting online, you may dial in for the audio portion of the meeting at the following number: 1 (647) 497-7729. When prompted, please enter the following PIN: 766926337#

PLEASE NOTE: if you dial in for audio only, you will NOT be able to vote during the meeting. The only way to vote is to send your paper proxy in prior to the meeting, vote online prior to the meeting, or attend the meeting online and vote during the meeting.

If you would like to vote online prior to the meeting, please send the following information to receive the link to vote online:

Please send the following data to this email address: notifications@synchroworks.net

Email Subject: Comfort PM DCC 102
First Name
Last Name
Unit Number
Building Number/Address
Email address

Note: A limit of ONE owner per unit can register for and attend this meeting. Please ensure that you only send one contact per Unit number.

Ontario Ministry of Government and Consumer Services

Notice of Meeting of Owners

Information about an upcoming meeting of owners

Instruction

This PDF form can be filled out electronically and then saved or printed. When filled out electronically, the form is dynamic – for example, text boxes will expand as you enter information, and checking certain boxes may cause items to appear or disappear as necessary. The blank form can also be printed in full, and then filled out in hard copy. If you are filling out the form in hard copy and you need more space, you may enclose additional sheets of paper with the form.

General Meeting Information

Condominium corporation's name
Durham Condominium Corporation No. 102

Section 1. Date and Time of the Meeting
Monday, November 23, 2020 at 7:00 pm; Registration at 6:30 pm

Section 2. Place of the meeting
Online

Section 3. The nature of the business to be presented at the meeting is (a meeting agenda may be included with this form)

1. Call to Order.
2. Appointment of Recording Secretary.
3. Introduction of the Head Table.
4. Proof of Notice and Confirmation of Quorum.
5. Approval of Minutes of the Annual General Meeting held on June 24, 2019
6. Presentation of the Corporation's Financial Statement and Auditor's Report for the fiscal year ending April 30, 2020.
7. Appointment of Corporation's Auditors for the upcoming fiscal year.
8. Board of Director's Report.
9. Nomination and election of one (1) general director position for a three (3) year term for whom owner occupied units can vote and one (1) general director positions for a three (3) year term. Persons who have notified the Corporation of their intent to be a candidate for the Board of Directors as per Section 28(2) of the Condominium Act 1998 are:

- Alba Saptel - 911, 2 Westney Road North, Ajax, ON L1T 3H3
- David Baxter - 1408, 2 Westney Road North, Ajax, ON L1T 3H3
- John Guy - 107, 2 Westney Road North, Ajax, ON L1T 3H3

10. Bylaw - Electronic Voting
11. Bylaw - Standard Unit
12. Bylaw - General Operating Bylaw
13. Transaction of such other business as may properly come before said meeting, or any adjournments thereof.
14. Termination.

Section 4. Please describe below the quorum needed for any part of this meeting:
The quorum needed for this meeting is the owners of 39 out of 156 units in the corporation

The reference to "units" here does not include units that are intended for parking, storage purposes, or for the purpose of providing space for services or facilities or mechanical installations, unless all of the units in the corporation are those kinds of units. Only owners that are entitled to vote at the meeting and are either present at the meeting or represented by proxy can count towards quorum. If this is a pre-turnover meeting under s. 42(6) of the *Condominium Act, 1998*, please see s. 42(10) of the Act to determine who counts towards the quorum.

Section 5. A by-law of the corporation authorizes methods of being present at the meeting, in addition to attending in person or by proxy (e.g., by phone or online):

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☐ Yes ☑ No

The methods of being present are ▼
online
by phone
by proxy

Section 6. A by-law of the corporation authorizes voting methods, in addition to voting by a show of hands, by ballot, by proxy (e.g., by phone or online):

☐ Yes ☑ No

The methods of voting are ▼
show of hands
ballot
proxy

Section 7. If you wish to be present at the meeting by proxy (for purposes of quorum) or to vote on any matters by proxy, you must use the mandatory proxy form. The form is available on the Government of Ontario website. It may also be available from your corporation.

Section 8. Please check any of the following that apply to the upcoming meeting:

Section 8.A

☑ This is an annual general meeting.

A copy of the corporation's financial statements and the auditor's report (if any) are included with this notice.

Section 8.B

☑ This is a meeting to elect one or more directors (including a meeting requisitioned under s. 46 of the *Condominium Act, 1998* that may include the election of one or more directors).

The number of positions on the board that are or could be the subject of an election at the meeting, and the term or remaining term of each position, are ▼

BOARD MEMBER	Years Remaining (TERM EXPIRY)	STATUS
David Baxter (Owner Occupied)	0 (2020)	Up for Election - re-running
Alba Saptel	0 (2020)	Up for Election - re-running
Elaine Daniels	1 (2021)	Remaining on the Board
Geoff Campbell	1 (2021)	Remaining on the Board
Shari Grenier	2 (2022)	Remaining on the Board

Instruction for person filling out this form: If this is a meeting to elect one or more directors under s. 46 of the *Condominium Act, 1998* (either to fill a vacancy on the board, or following the removal of any directors), please enter the maximum number of positions on the board that could be the subject of an election at the meeting.

The number of positions that are or could be the subject of an election at the meeting and that are reserved for voting by owners of owner-occupied units is ▼
1

Total number of positions on the board is ▼
5

Candidates

These are the names and addresses of each individual who has notified the board in writing of their intention to be a candidate by the specified deadline:

Name of Candidate	Address of Candidate	Position (select one or both if applicable)

Name of Candidate	Address of Candidate	Position (select one or both if applicable)	
Alba Saptel	911- 2 Westney Road North, Ajax, ON L1T 3H3	☑ Candidate for position for which all owners may vote	☑ Candidate for position reserved for voting by owners of owner-occupied units
David Baxter	1408 - 2 Westney Road North Ajax, ON L1T 3H3	☑ Candidate for position for which all owners may vote	☑ Candidate for position reserved for voting by owners of owner-occupied units
John Guy	107 - 2 Westney Road North, Ajax, ON L1T 3H3	☑ Candidate for position for which all owners may vote	☑ Candidate for position reserved for voting by owners of owner-occupied units

A copy of any disclosure statements and information provided by the candidates is included with this notice.

Note: For information about disclosure obligations and qualifications, see s. 29(1) of the *Condominium Act, 1998* and s. 11.6 of Ontario Regulation 48/01 under the *Condominium Act, 1998*, copies of which are included with this notice.

Section 8.C

☑ This is a meeting to remove or appoint an auditor.

The name of the auditor proposed to be removed and the reasons for removal:

Name of Auditor(s)	Reasons for removal

A copy of any written representations made by the auditor who is proposed to be removed are included with this notice.

The candidates for auditor whose information was provided before the specified deadline are:

Name of Auditor(s)	Address (Street Address, Postal Code, Telephone Number)
Furlong & Company	121 Willowdale Ave Unit 201, North York, ON M2N 6A3 416- 225-4700

Section 8.D

☐ This meeting was requisitioned by owners under s. 46 of the *Condominium Act, 1998.*

Section 8.E

☐ This is a meeting for the purpose of considering an addition, alteration, improvement to the common elements, a change in the assets of the corporation, or a change in the service of the corporation, or for the purpose of considering the installation of an electric vehicle charging system to be carried out in accordance with s. 24.3 (5) of Ontario Regulation 48/01 made under the *Condominium Act, 1998.*

Section 8.F

☑ This is a meeting to discuss proposed changes to the declaration, description, by-laws, rules or any agreements.

A copy of all proposed changes to the declaration, description, by-laws, rules or agreements that are to be discussed at the meeting are included with this notice.

Section 8.G

☐ This is a meeting relating to amalgamation under s. 120 of the *Condominium Act, 1998.*

Section 9.

☐ Additional material (including any record of the corporation) in a submission from owners, made by the deadline specified in the preliminary notice, is being included with this notice.

Section 10.

☐ A by-law of the corporation requires that additional material be included with this notice.

Note for common elements condominium corporations: If your corporation is a common elements condominium corporation, all references in this form to "unit(s)" should be read as references to "common interest(s) in the corporation," and all references to "unit owner(s)" should be read as references to "the owner(s) of a common interest in the corporation".

Section 11.

Optional: Additional material that is not required by a by-law of the corporation is included with this notice.

Dated this 4 (day of month) day of November (month), 2020 (year).

INFORMATION CIRCULAR

This Information Circular is furnished in connection with the holding of the Annual General Meeting of the Members of Durham Condominium Corporation No. 102 to provide further information on the matters to be considered at the Meeting.

1. PRESENTATION OF AUDITED FINANCIAL STATEMENTS - AGENDA ITEM 6

The auditor, Furlong & Co., will provide a brief presentation of the audited financial statements for the fiscal year ending April 30, 2020. Following his comments, the members will have the opportunity to ask any questions related to the statements.

2. APPOINTMENT OF AUDITORS - AGENDA ITEM 7

At the Meeting, the Members will be called upon to appoint Auditors to serve until the next Annual General Meeting of the Corporation and to authorize the Directors to fix a remuneration of the Auditors so appointed.

3. ELECTION OF DIRECTORS - AGENDA ITEM 9

At the meeting, the Members will be called upon to elect one (1) general director position for a three-year term for which all owners may vote for and one (1) owner occupied position for a three year term for which only owners residing in their units may vote for . The current composition of the Board, the Directors' terms and their present status are shown below:

DIRECTOR	POSITION	TERM EXPIRY	STATUS
1. David Baxter (Owner Occupied)	President	2020	Up to election
2. Alba Saptel	Vice President	2020	Up to election
3. Geoff Campbell	Secretary/Treasurer	2021	Remaining on the Board
4. Elaine Daniels	Director	2021	Remaining on the Board
5. Shari Grenier	Director	2022	Remaining on the Board

4. SOLICITATION OF PROXIES

This Information Circular is furnished in connection with the solicitation by the Directors of Durham Condominium Corporation No. 102 of proxies to be used at the Annual General Meeting of Members of the Corporation to be held on Monday, November 23, 2020, for the purpose set forth in the accompanying Notice of Meeting. Solicitation will be by e-mail, mail, fax, possibly supplemented by telephone or other personal contact. The Corporation will bear the cost of solicitation of proxies.

5. APPOINTMENT AND REVOCATION OF PROXIES

The Board of Directors of the Corporation has approved the person(s) named in the form of proxy accompanying the Notice of Meeting. The person(s) so named hold a position(s) in the Corporation stated in the form of proxy. A MEMBER DESIRING TO APPOINT SOME OTHER PERSON TO REPRESENT HIM/HER AT THE MEETING MAY DO SO BY INSERTING SUCH PERSON'S NAME IN THE BLANK SPACE PROVIDED IN THE ACCOMPANYING FORM OF PROXY AND DELIVERING THE COMPLETED PROXY IN ACCORDANCE WITH THE INSTRUCTIONS PRINTED ON THE NOTICE OF MEETING AND ACCOMPANYING FORM

OF PROXY. Under applicable laws, a Member attending a meeting has the right to vote in person and if he does so, the vote of his proxy is a nullity.

A Member who has given a proxy may revoke it either:

(a) By signing another proxy bearing a later date and delivering it in accordance with the printed instructions aforementioned; or

(b) As to any matter on which a vote shall not already have been cast pursuant to the authority conferred by such proxy, by signing a written notice of revocation and delivering it to the Corporation or an agent thereof prior to the Meeting or by handing it to the Chairman at the Meeting.

A person named as a proxy need not be a Member to vote by the instrument of proxy in which he / she is named.

WHERE THE REGISTERED OWNER/MORTGAGEE HAS NOT CLEARLY INDICATED HIS / HER CHOICE FOR THE ELECTION OF DIRECTOR(S) OR FOR ANY OTHER GENERAL MATTER REQUIRING A VOTE AS SET OUT IN THE PROXY FORM, THE HOLDER OF THE PROXY WILL NOT BE ELIGIBLE TO PARTICIPATE IN THE ELECTION OF A DIRECTOR NOR FOR ANY OTHER VOTE WHERE THE PROXY ALLOWS FOR SUCH A VOTE.

THE NOTES PRINTED ON THE FORM OF PROXY ACCOMPANYING THE NOTICE OF MEETING SHOULD BE READ CAREFULLY AND THE INSTRUCTIONS SET OUT THEREIN FOLLOWED.

6. EXERCISE OF DISCRETION BY PROXIES

The person named in the printed form of proxy accompanying the Notice of Meeting will vote in accordance with the specifications of the Member appointing him as indicated on the Instrument of Proxy or as otherwise in writing instructed.

The said form of proxy confers discretionary authority upon the persons named therein with respect to amendments to or variations of the items set out in the form of proxy and all other matters which may properly come before the Meeting. At the time of printing this Information Circular, the Directors of the Corporation know of no such amendments or variations nor of any matter to come before the said Meeting other than as stated in the Notice of Meeting. In the absence of written instructions to the contrary, the proxy will be voted as stated under the appropriate headings.

DATED this 4th day of November 2020.

BY ORDER OF THE BOARD

Sherri Gauvreau

Sherri Gauvreau RCM/ Gen. Lic. BBA
Property Manager
Durham Condominium Corporation No. 102

DURHAM CONDOMINIUM CORPORATION NO. 102

ANNUAL GENERAL MEETING

MINUTES OF THE ANNUAL GENERAL MEETING OF THE UNIT OWNERS of Durham Condominium Corporation No. 102 held at the Community room, Audley Community Centre, 1955 Audley Road N, Ajax, ON, Monday, June 24, 2019 at 7:00 p.m.

With the consent of the owners and no objections noted, Joy Matthews, presided as the Chair of the Meeting. He welcomed all present and introduced the head table as follows:

Present:	David Grenier	President
	Alba Saptel	Vice President
	Geoff Campbell	Secretary/Treasurer
	David Baxter	Director
By Invitation:	Andreea Dolnicianu	COO, Comfort PM
	Sherri Gauvreau	Property Manager, Comfort PM
	Joy Matthews	Lawyer, Rutherford and Matthews
	Kenneth Ma	Auditor, Furlong and Company LLP
	Kirsten Ramos	Recording Secretary, FastMinutes

1. **ANNOUNCEMENT OF QUORUM AND CALL TO ORDER**

The Chair reported that there was a total of (52) units represented (35) in person and (17) by proxy. This constituting a quorum of at least 25% as required under the Condominium Act, 1998 for the transaction of business, the meeting was duly called to order at 7: 00 p.m.

2. **APPOINTMENT OF RECORDING SECRETARY**

The Chair appointed Kirsten Ramos of Fast Minutes Inc., as the official Recording Secretary to take the minutes of the meeting. No objections were noted in this regard.

3. **MINUTES OF THE LAST ANNUAL GENERAL MEETING**

The Chair advised the owners that the Minutes of the last Annual General Meeting, held on June 28th, 2018, were provided with the Notice of the Annual General Meeting.

Mario Spitale of Unit #1303 noted that there were inconsistencies in addressing unit numbers in the minutes.

The Chair requested a Motion that the reading of the Minutes of the last Annual General Meeting be dispensed with and approved as amended. On a Motion made by John Shaw of Unit #1304 and Robert Saptel of Unit #911, it was:

"Resolved that the reading of the Minutes of the last Annual Meeting of the Unit-Owners of Durham Condominium Corporation No. 102 held on June 28th, 2018 be dispensed with and that they be adopted and approved as amended." Motion carried.

4. ANNUAL AUDITED FINANCIAL STATEMENTS

4.1 Kenneth Ma presented the Annual Audited Financial Statements for the fiscal year ending April 30th, 2019. Highlights were as follows:

(a) *Auditor's Opinion* - This report relates to the fiscal year end and it was confirmed that these statements are a fair representation of the Corporation's financial position for that period.

(b) *Overview* - The statements for DCC #102 were briefly outlined, including the Statement of Financial Position (Balance Sheet), Statement of Reserve Fund, Statement of General Operations and Statement of Cash Flows.

(c) *Statement of Operating Fund* –The Corporation ended with a deficit of $7,600. There is an increase in salaries and benefits. There was coverage needed for the full time staff which the corporation need to get vendors. The balance of the operating fund ending April 30, 2019 is $116,649.

(e) *Reserve Fund* – The balance of the reserve fund period ending April 30, 2019 is $1,197,490.

(f) *Capital asset* - fund has a balance of $89,900 which refers to equity/ superintendent suite.

4.2 ***The meeting was opened for questions in regards to the Audited financial statements that could lawfully be brought forward.***

(a) Joseph Nelson of Unit #201 – there is over $200,00 for flooring and carpet. I don't remember spending on the flooring, where did it come from? ***Response:*** This refers to wall painting. Flooring means the decorating.

(b) Joseph Nelson of Unit #201- Does interior mean fixing the walls? ***Response:*** It could also mean fixing the drywalls. The description can mean different.

(c) Geoff Campbell Unit # 703 - Why are we not reflecting current values for the capital asset fund? Our units are worth more than $89,900 ***Response***: The Corporation follow accounting standards; capital assets are booked value. We consider depreciation, it won't reflect market value.

K. Ma was thanked and departed at 7:16 p.m.

4.3 **Appointment of Auditors**

On a Motion made by Mario Spitale of Unit # 1303 and seconded by John Shaw of Unit # 1304 it was:

"Resolved that the firm of Furlong and Company LLP be appointed **as Auditors of the Corporation to hold office until the close of the next Annual General Meeting and that the Board of Directors be authorized to fix the Auditor's remuneration."** Motion carried.

5. BOARD OF DIRECTORS REPORT

The board provided an overview of the accomplishments and key updates.

- Change of property management
- Repaving of the parking lot has been done
- Re-lining of the parking lot
- Window cleaning
- Balconies cleaned
- Challenges with trees and fences last year, there were removal of some trees in the property
- Thermal scan of the building – ensure electrical has no issues
- Renovation of the hallways has been completed, carpeting, lighting, and updating of the life safety equipment in the hallways (speakers and heat detectors). The remaining lights will arrive shortly.
- No-smoking rule implemented for the building
- Duct work and dryer vents were cleaned
- Reserve fund study will be finalized this coming year

Future plans

- Window replacement will be a big project but needs to be done. This is part of the reserve fund item.
- Re-lining of the pool and updating of signage for the pool. Installation of automated controllers for the chemical feed.
- Updating and adding signage in the parking lot
- Removal of the fallen tree and review of the fallen tree on site
- Working with Elexicon (Veridian) to trim trees on Highway 2 side of the property
- Elevator is an ongoing repair
- Some roof repairs

6. ELECTION OF DIRECTORS

The Chair informed the owners that there are one general director for a three-year term and two general director positions for two year terms. Persons who have notified the Corporation of their intent to be candidate for the Board of Directors as per Sections 28 (2) and 28 (3)(b) of the Condominium Act 1998 are:

- Geoff Campbell – 703, 2 Westney Road North
- Shari Grenier – 909, 2 Westney Road North

The Chair explained the qualifications of a candidate.

5.1 Nominations

The Chair opened the floor for any further nomination.

- Unit # 911 – nominated Elaine Daniels (Unit 602)

On a motion made by Thomas Bell of Unit #1401 and seconded by David Baxter of Unit # 1408, it was

"Resolved that nominations be closed."

Candidate disclosure form was read by the Chair and answered by Elaine Daniels.
1. I am a party to a legal action to which the Corporation is a party - No
2. My spouse, child, parent, spouse's child, spouse's parent is/are a party to a legal action - No
3. An occupier of a unit that I own, or my spouse owns, or someone with whom I occupy a unit is a party to a legal action to which the Corporation is a party - No
4. Within the past 10 years, I have been convicted of an offense under the Condominium Act 1998 as amended or under the regulations to the Condominium Act, 1998 as amended. - No
5. I have material interest, either directly or indirectly in a material contract or transaction to which the Corporation is a party - No
6. I have material interest, either directly or indirectly in a material contract or transaction to which the declarant or an affiliate of the declarant is a party - No
7. I am a registered owner of a unit in the Corporation - Yes
- The contributions to the common expenses payable for my unit are in arrears for 60 days or more – No
8. I am an occupant of a unit in the Corporation - Yes

5.2 Results – It was declared that the following candidates had been elected Director of the Corporation, by acclamation, to hold office as noted, or until his/her successor(s) is/are duly elected or appointed:

- Geoff Campbell
- Shari Grenier
- Elaine Daniels

Each candidate was given time to introduced themselves.

6. QUESTIONS

With the formal business concluded, the meeting was opened for questions or other business that could lawfully be brought forward. Below is a highlight of the discussions:

a.) Wilma Melless of Unit # 208 inquired regarding the replacements of windows and sliding doors: ***Response:*** We are looking to replace the push windows and all of the sliding doors and the sidelines, which will be in a phased approach. Push windows will be priority due to freezing in the winter. They are much better seals in the windows which will save electricity.

b.) Sarah Dodge of Unit # 906 inquired: To clarify about the sliders, is the whole envelope? ***Response:*** Yes, because the outer and inner breaks down.

c.) Norman of Ph # 204 inquired: If we put concrete walkway, are we putting a gate? ***Response:*** Yes, we are putting a gate so only residents can come to property. We got approval by Durham Region the need of easement for the sidewalk. Management is in the process of getting the pricing for it.

c.) Ruth Scott of Unit #1204 commented– I have complaints about the noise and reviewed the by-laws. There has been drilling and hammering during dinner which goes to way 9pm. Suggest to change to the time to 9am to 7pm. ***Response:*** The board is looking into that as the board agrees with the suggestion.

d.) Joseph Nelson of Unit # 201 inquired: – Regarding the financials, there is a fencing expense of $40,000, what fencing is being replaced? ***Response:*** The new fencing will go around the bbq area, we are going to take down the orange fence. The purpose of the fence is to contain noise.

e.) Paul Pakyam of Unit #604 inquired: When is the lighting going to be resolved? ***Response:*** The lights is expected to arrive in 2-4 weeks. The board members researched for identical light and sourcing.

f.) Maris Marshall of Unit #1003 inquired: What is the criteria for reserved parking? ***Response:*** It's been many years trying to accommodate vehicles, just in recent months the board is looking for the true policy of the Corporation. One of them is the government issued for handicap. We are circling back to ensure it is still valid handicap. We follow the standardize reference from the government. We are looking to formalize the process. Follow up question from Maris Marshall of Unit #1003: What if you have reserve parking spot and went on vacation? ***Response:*** There is a point that community can be sharing, our website can share that information. Perhaps it can be an arrangement. But unit owners does not need to let Management know that they are going on vacation.

g.) Robert Saptel of Unit #911 inquired – We have a reserved parking spot, during the last 6 months, it was taken by a pizza company or tenants for building, what are we doing regarding this? Do we make a call to 911? Make it towed? Where do we park if it has taken? ***Response:*** The board is aware of the issue. The Chair advised to have a written letter to Management. If it is emergency Management can act on it urgently.

A unit owner suggested to have the superintendent issue parking tickets. A comment was made that superintendent are not authorize to issue parking tickets legally.

h.) Joyce Mclean of Unit # 404 suggested to have a swimming pool thermometer to make it easy for the residents.

i.) Patricia Greene of Unit # 707 commented that there are a lot of handicap and people with walkers, accessibility has to improve.

j.) Mario Spitale of Unit #1303 inquired: There are 3 panels in the fence that someone hit, what is the update? ***Response:*** Management has sent the insurance company the information and will be reaching out to contractor.

k.) Isobel Taylor of Unit# 1104 inquired: Marijuana has become legal, what do you do when it comes through the walls? ***Response:*** Smoking cannabis is legal on certain conditions. A corporation can pass rules, the board have decided to pass a no-smoking rule. There is also a grandfathered rule that applies when a rule is introduced. If you need cannabis for medical reasons, it is not an issue as long as it does not interfere for the enjoyment of your unit. When it seeps into the common element, that becomes a problem. Unit owners are encouraged to report it in writing to Management, it helps the board manage the problem. An example is if there are more than one-unit owner reported marijuana issue in one floor, it can present a strong evidence to pinpoint the offender and enforcement can be applied.

l.) Edith Hehn Murray of Unit #1004 inquired: Last year, when we had our dryers cleaned, the contractors mentioned that there was something better with the existing lint traps. Is there an update? ***Response:*** The board is looking for a solution to make it reachable when you put it in.

m.) Edith Hehn Murray of Unit #1004 commented that three (3) years ago, the forms that has triplicate copy when submitting a service request has been abolished. Response: There is a service request that can be managed online. It goes to Management and that work order will be kept open. If there is no computer, residents can go physically to see Sherri at the Management office.

n.) Ruth Scott of Unit #1204 suggested to put a computer in the lobby for residents to access the website. ***Response:*** The Chair explained there is maintenance, patrol if there is abuse. Concierge plus can be accessed in the phone. If it is urgent call 911, if it is non-urgent, contact management.

o.) Robert Saptel of Unit #911 inquired: What are we doing this year for the recreation room? ***Response:*** The Corporation has to purchase a unit and update Section 97; you have to notify the whole building. It is cost prohibited. It will be an additional cost.

p.) Joseph Nelson of Unit #201 inquired – During emergency in the middle of the night, how does 911 get in the building if the superintendent is not in the building? Who is going to open the door? ***Response:*** The fire department will break the doors down. Management is getting a box to have a fob inside of it and get keypad access.

q.) Ruth Scott of Unit #1204 thanks the parking lot and management.

r.) Bernice Marshall of Unit #1003 inquired: What is a reasonable amount of time to do repairs? ***Response:*** It depends on the repairs required. If there is fire, flood it is urgent. If non-urgent, depends on the issue. There are many factors. If it is urgent issue, it can be done right now.

s.) Edith Murray of Unit #1004 commented to check the facilities before buying a condominium unit.

7. ADJOURNMENT OF MEETING

There being no further business brought before the meeting, the Chair requested a **Motion** to terminate the meeting. On a Motion made by Joseph Nelson of Unit #201 and Paul Pakyam of Unit# 604.

"Resolved that the Annual General Meeting of Durham Condominium Corporation No. 102 be concluded." Motion carried.

The meeting was concluded at 8:32 p.m.

_____ Director

_____ Director

DURHAM CONDOMINIUM
CORPORATION NO. 102
FINANCIAL STATEMENTS
APRIL 30, 2020

INDEPENDENT AUDITOR'S REPORT

TO: The Owners of
Durham Condominium Corporation No. 102

Opinion

We have audited the financial statements of **Durham Condominium Corporation No. 102** which comprise the statement of financial position as at April 30, 2020, and the statements of operating fund, reserve fund, contingency fund, capital asset fund, cash flows and schedule to the financial statements for the year then ended and notes to the financial statements including a summary of significant accounting policies.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of **Durham Condominium Corporation No. 102** as at April 30, 2020, and the results of its operations and its cash flows for the year then ended, in accordance with Canadian accounting standards for not-for-profit organizations.

Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the (*Auditor's Responsibilities for the Audit of the Financial Statements*) section of our report. We are independent of the corporation in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with Canadian accounting standards for not-for-profit organizations, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing these financial statements, management is responsible for assessing **Durham Condominium Corporation No. 102's** ability to continue as a going concern, disclosing, as applicable, matters related to a going concern and using the going concern basis of accounting unless management either intends to liquidate **Durham Condominium Corporation No. 102** or to cease operations, or has no realistic alternative but to do so.

The Board of Directors are responsible for overseeing **Durham Condominium Corporation No. 102's** financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of our audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit.

We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the corporation's internal control.

- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.

- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on **Durham Condominium Corporation No. 102's** ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause **Durham Condominium Corporation No. 102** to cease to continue as a going concern.

- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with the Board of Directors regarding among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Furlong and Company LLP

Furlong and Company LLP
Chartered Professional Accountants
Licensed Public Accountants

October 19, 2020
Toronto, Ontario

DURHAM CONDOMINIUM CORPORATION NO. 102
STATEMENT OF FINANCIAL POSITION
AS AT APRIL 30, 2020

Assets	2020 $	2019 $
Current		
Cash - operating	**140,459**	192,778
Accounts receivables	**8,762**	-
Prepaid expenses	**31,001**	19,282
	180,222	212,060
Long term		
Cash and investments - reserve (Note 4)	**944,123**	1,203,767
Capital asset (Note 5)	**89,900**	89,900
	1,214,245	1,505,727
Liabilities and Fund Balances		
Current		
Accounts payable and accruals	**78,075**	101,688
Fund balances		
Reserve fund (Page 7)	**868,902**	1,197,490
Operating fund (Page 5)	**123,540**	116,649
Capital asset fund (Page 8)	**89,900**	89,900
Contingency fund (Page 8)	**53,828**	-
	1,136,170	1,404,039
	1,214,245	1,505,727

On behalf of the Board:

Director

Director

The accompanying notes and schedule are an integral part of these financial statements.

DURHAM CONDOMINIUM CORPORATION NO. 102
STATEMENT OF OPERATING FUND
FOR THE YEAR ENDED APRIL 30, 2020

	BUDGET 2020 $ (Note 8)	ACTUAL 2020 $	ACTUAL 2019 $
Revenue			
Owners' assessments	1,110,246	**1,110,301**	1,084,332
Less: Allocation to reserve fund	(492,396)	**(448,825)**	(435,743)
	617,850	**661,476**	648,589
Other income	50,000	**46,787**	41,588
	667,850	**708,263**	690,177
Common expenses (Schedule 1)			
Utilities	295,120	**266,937**	266,632
Administration	135,685	**120,253**	143,549
Repairs and maintenance	87,496	**51,745**	104,976
Contracts	189,549	**208,609**	182,620
	707,850	**647,544**	697,777
Excess (deficiency) for the year	(40,000)	**60,719**	(7,600)
Fund balance, beginning of year		**116,649**	124,249
Transfer to contingency fund (Page 8)		**(53,828)**	-
Fund balance, end of year		**123,540**	116,649

The accompanying notes and schedule are an integral part of these financial statements.

DURHAM CONDOMINIUM CORPORATION NO. 102
APRIL 30, 2020

	BUDGET 2020 $ (Note 8)	ACTUAL 2020 $	ACTUAL 2019 $
UTILITIES			
Hydro	162,698	**127,212**	140,068
Water	77,254	**85,119**	77,110
Gas	55,168	**54,606**	49,454
	295,120	**266,937**	266,632
ADMINISTRATION			
Salaries and benefits	65,740	**43,709**	65,370
Telephone	3,222	**4,270**	5,258
Insurance	29,455	**28,923**	28,841
Office and administration	14,422	**12,934**	22,774
Professional fees	15,600	**23,460**	14,512
Superintendent's unit expenses	7,246	**6,957**	6,794
	135,685	**120,253**	143,549
REPAIRS AND MAINTENANCE			
Grounds	4,900	**7,566**	6,568
Electrical	2,500	**1,035**	11,972
Plumbing and drains	13,600	**7,383**	11,080
Recreation facilities	30,781	**10,410**	23,359
Heating, ventilation and air conditioning	9,000	**7,182**	21,585
General repairs	26,715	**18,169**	30,412
	87,496	**51,745**	104,976
CONTRACTS			
Management fees	68,309	**68,309**	64,632
Landscaping and snow removal	32,156	**34,386**	33,942
Elevators	18,199	**17,240**	14,417
Janitorial	35,256	**46,586**	33,853
Other contracts	35,629	**42,088**	35,776
	189,549	**208,609**	182,620

The accompanying notes and schedule are an integral part of these financial statements.

DURHAM CONDOMINIUM CORPORATION NO. 102
STATEMENT OF RESERVE FUND
FOR THE YEAR ENDED APRIL 30, 2020

	2020 $	2019 $
Revenue		
Owners' allocation (Note 3)	**448,825**	435,743
Interest earned	**21,579**	21,616
	470,404	457,359
Major repairs and replacement		
Reserve fund study	**3,616**	-
Fence replacement	**23,968**	-
Generator	**64,455**	-
Security equipment	**35,725**	-
Plumbing and electrical	**9,976**	-
Water penetration	**22,476**	-
Balcony	**13,221**	-
Stucco repairs	**50,765**	-
Pool	**22,219**	-
Landscaping	**5,786**	-
Fire safety	**16,729**	22,284
Paving	**16,203**	456,734
Windows and doors	**420,286**	16,000
Engineering fees	**8,452**	12,769
Interior repairs	**62,463**	49,844
Boiler and controls	**22,652**	4,626
Signage	-	9,434
Flooring	-	114,526
Carpeting	-	83,010
Treadmill	-	5,617
Exterior lighting	-	15,967
Compactor	-	2,271
	798,992	793,082
(Deficiency) for the year	**(328,588)**	(335,723)
Fund balance, beginning of year	**1,197,490**	1,533,213
Fund balance, end of year	**868,902**	1,197,490

The accompanying notes and schedule are an integral part of these financial statements.

DURHAM CONDOMINIUM CORPORATION NO. 102
STATEMENT OF FUNDS
FOR THE YEAR ENDED APRIL 30, 2020

	2020 $	2019 $
CAPITAL ASSET FUND (Note 5)		
Fund balance, beginning of year	**89,900**	89,900
Fund balance, end of year	**89,900**	89,900
CONTINGENCY FUND (Note 12)		
Transfer from operating fund (Page 5)	**53,828**	-
Fund balance, end of year	**53,828**	-

The accompanying notes and schedule are an integral part of these financial statements.

DURHAM CONDOMINIUM CORPORATION NO. 102
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED APRIL 30, 2020

	2020 $	2019 $
Cash flows from operating activities		
Owners' assessment	**1,110,301**	1,084,332
Interest	**21,579**	21,616
Other income	**46,787**	41,588
Common expenses	**(647,544)**	(697,777)
Major repairs and replacements	**(798,992)**	(793,082)
	(267,869)	(343,323)
Changes in other non-cash operating accounts	**(44,094)**	29,514
Cash (used in) operating activities	**(311,963)**	(313,809)
Cash flows from investing activities		
Sale (purchase) of investments	**1,005,543**	(15,532)
Increase in cash during the year	**693,580**	(329,341)
Cash, beginning of year	**391,002**	720,343
Cash, end of year	**1,084,582**	391,002
Comprised of :		
Cash - operating bank	**140,459**	192,778
Cash - reserve bank	**944,123**	198,224
	1,084,582	391,002

The accompanying notes and schedule are an integral part of these financial statements.

1. OPERATIONS

The corporation was incorporated without share capital in 1990 under the Condominium Act of Ontario.

The purpose of the corporation is to manage and maintain the common elements (as defined in the corporation's Declaration and By-Laws) and to provide common services for the benefit of the owners of the 156 units.

2. SIGNIFICANT ACCOUNTING POLICIES

These financial statements have been prepared in accordance with Canadian accounting standards for not-for-profit organizations. The significant accounting policies are as follows:

(a) FUND ACCOUNTING

The operating fund reports the assessments from owners and expenses related to the operations and administration of the common elements.

The reserve fund reports the assessments from owners and expenditures for major repair and replacement costs of the common elements and assets. The basis for determining the reserve fund's requirements is explained in Note 3. Only major repairs and replacements of the common elements are charged directly to this reserve fund. Minor repairs and replacements are charged to repairs and maintenance of the operating fund. The corporation segregates amounts accumulated for the purpose of financing future charges to the reserve fund in special accounts, for use only to finance such charges. Interest earned on these amounts is credited directly to the reserve fund.

The capital asset fund reports the corporation's equity in the superintendent's unit (Note 5).

(b) ACCRUAL BASIS OF ACCOUNTING

Revenues and expenses are recorded on the accrual basis, whereby they are reflected in the accounts in the period in which they have been earned and incurred respectively, whether or not such transactions have been finally settled by the receipt or payment of money.

(c) COMMON ELEMENTS

The common elements of the corporation are owned proportionately by the unit owners and consequently are not reflected as assets in these financial statements.

(d) REVENUE RECOGNITION

Revenue is recognized on a monthly basis by way of a common element assessment, based on the annual budget. Investment and other revenues are recognized as income of the related fund when earned.

2. SIGNIFICANT ACCOUNTING POLICIES (Cont'd)

(e) USE OF ESTIMATES

The preparation of financial statements in accordance with Canadian accounting standards for not-for-profit organizations requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from management's best estimates as additional information becomes available in the future.

(f) CONTRIBUTED SERVICES

Directors and owners volunteer their time to assist in the corporation's activities. These services materially benefit the corporation, however a reasonable estimate of the time spent and its fair market value cannot be made and accordingly, these contributed services are not recognized in the financial statements.

3. ADEQUACY OF RESERVE FOR MAJOR REPAIRS AND REPLACEMENTS

The Board of Directors has reviewed the comprehensive reserve fund study prepared in July 2019 by Hayat Engineering Inc. The Study was based on information available at the time of preparation, and includes estimates relating to future reserve fund expenditures, interest rates, and inflation rates. Actual figures will vary from the estimates.

The Board of Directors has proposed and implemented a plan for the future funding of the reserve fund to ensure that the reserve will be adequate to fund the major repairs and replacements of the common elements and assets of the corporation, in accordance with the *Condominium Act, 1998.* This study and plan must also be updated at a minimum of every three years.

Based on the estimates of future reserve fund expenditures, interest rates, and inflation rates, the plan states that assessments of $448,825 for 2020 and $457,801 for 2021 plus interest earned on reserve fund investments appears adequate to provide sufficient funds to cover the calculated reserve fund requirements. The corporation's assessments are $448,825 and $457,801 respectively. The funding plan projects that annual assessments to the corporation's reserve fund will increase by 2.0% from 2021 until 2026. (Note that these stated increases reflect only increases in the annual contribution to the reserve fund; they do not reflect the increase in the overall monthly common element fees paid by owners.)

The plan estimated that the corporation would spend $578,000 in reserve fund monies in 2020 (actual = $798,992) and $969,000 in 2021.

4. INVESTMENTS - RESERVE

Cash - reserve bank	1.95	$ 944,123

5. CAPITAL ASSET

In 1995, the corporation purchased a unit for its superintendent in the amount of $89,900, including closing costs. A down payment was made and a first mortgage was obtained, which was paid off in 2002.

6. COMMITMENTS/FUTURE PROJECTS

(a) The corporation has contracted for management services for a three year term commencing February 28, 2019 with an annual fee of $60,000 plus HST in year one, $61,800 plus HST in year two and $63,654 plus HST in year three.

(b) During the 2020 fiscal year, the corporation contracted for a window and patio door replacement project to be completed over a three to five year period in the approximate amount of $1,663,000 including HST. At April 30, 2020, $416,000 had been charged to the reserve fund.

7. FINANCIAL INSTRUMENTS

The corporation's financial instruments consist of cash, accounts receivable, accounts payable and accruals. Unless otherwise noted, it is the Board's opinion that the corporation is not exposed to significant interest or credit risks arising from these financial instruments. The fair value of these financial instruments approximate their carrying values, unless otherwise noted.

8. 2020 BUDGET

The 2020 budget amounts are presented for information purposes only. They were approved by the Board of Directors and are unaudited.

9. COVID-19

Events have occurred as a result of the COVID-19 pandemic that have caused economic uncertainty. The related financial impact and duration of this disruption cannot be reasonably estimated at this time.

10. RELATED PARTY

A company related to the management company provided repairs and maintenance services during the 2020 fiscal year in the amount of $35,412.

11. FINANCIAL STATEMENTS

Certain balances in the comparative financial statements have been changed to conform with the current year's presentation.

12. CONTINGENCY FUND

The corporation has created this fund for unforeseen circumstances, unbudgeted items or special projects.

COMFORT property management

Comfort Property Management, Inc.
2 Director Court, Unit 102 P:905.230.0111
Vaughan, ON L4L 3Z5 F:905.216.9442
www.comfortpm.ca info@comfortpm.ca

TO THE OWNERS AND MORTGAGEES OF
DURHAM CONDOMINIUM CORPORATION NO. 102

RE: Insurance Coverage

The "master" policy covers the Building or unit and the legal liability of the Corporation. IT DOES NOT cover the contents of the individual units, or improvements and betterments made to the interior by the owner. These items are covered by a Condominium Unit Owners Package Policy; quite a mouthful, but a straightforward document.

A Condominium Unit Owners Package Policy is designed to cover the contents of a unit, furnishings, appliances, clothing, etc., as well as any improvements or betterments made to the unit. The latter could be a finished recreation room in a townhouse complex, applying mirrored glass to the walls, or wallpapering you unit. To make sure that these items are covered by your policy, it is necessary to increase the amount of insurance by the value of each improvement. Some policies contain a limit to this coverage, and you should check whether this would have an effect in your circumstances.

The coverage offered in the package policy is usually Fire, Theft, Extended Perils, and Liability. It should be noted that there is now available a Broad Form: with coverage similar to that found in the All Risks contract.

The Extended Perils coverage includes lightening, windstorm, hail, and explosion, impact by vehicles and aircraft, smoke, vandalism and water damage. The Theft portion usually covers items stolen, and any damage to the unit in the process. Liability coverage is provided, protecting the insured and family against possibility of a bodily injury and/or property damage claim being made against them. The policy gives protection to the names insured and relatives residing in the household, at the premises and anywhere in the world with certain restrictions on particular items and coverage. The contract contains a deductible and also has a limit on items such as jewelry, furs, etc. The wording is quite specific in this area, and lists these as "special items of liability", which should be read carefully and understood.

Most contracts contain an extension giving Additional Living Expense coverage which is designed to pay for extra living expenses incurred following a loss and continues until the home is again habitable; such items being hotel and restaurant costs, transportation, laundry, etc. The purpose is to pay the difference in living costs, over and above normal expenses, caused by a peril, which is covered by your policy, rendering your unit temporarily inhabitable.

Contingent coverage may be purchased with the package, to protect the unit owner for possible building damage to the unit, should there be insufficient insurance coverage on the building

policy carried by the corporation. There is also available from some companies a coverage known as Special Assessments in Common Areas. This provides a modest amount of protection against the possibility of the Condominium Corporation levying a special assessment against unit owners, for such things as damage to common areas that are not fully covered by the insurance it carries. This would also apply to liability assessments.

Like all other personal line coverage, the "package" may have many other floater wordings attached for such items as Watercraft, Jewelry, Furs, Cameras, Firearms, Stamp/Coin Collections, Fine Arts, Sports Equipment, etc. A discussion of the many aspects of coverage, together with the particular requirements of the individual unit owner, with an agent or broker is absolutely necessary to obtain the correct coverage to meet your personal needs.

Please find attached a copy of the Corporation's Insurance Certificate from Atrens-Counsel Insurance Brokers. In order to be better informed on this topic, please carefully read the back of the aforementioned Insurance Certificate.

Yours truly,

Comfort Property Management Inc.
Agents for and on behalf of D.C.C. 102

Sherri Gauvreau

Sherri Gauvreau, BBA, RCM, Gen. Lic.,
Property Manager

November 4, 2020

Atrens-Counsel
Insurance Brokers
Part of Arthur J. Gallagher Canada Limited

CERTIFICATE OF INSURANCE

This is to certify that insurance described below has been effected with the Insurer(s) shown, subject to the terms and conditions of the policy applicable.

NAMED INSURED: DURHAM CONDOMINIUM CORPORATION NO. 102

ADDITIONAL NAMED INSUREDS: ALL REGISTERED UNIT OWNERS FROM TIME TO TIME AND ALL REGISTERED MORTGAGEES FROM TIME TO TIME

PROPERTY INSURED: 2 Westney Road, North
Ajax, Ontario
L1T 3H3

TERM: December 1, 2019 TO December 1, 2020

COMMERCIAL PACKAGE POLICY NO. **38001706**

PROPERTY:

Form: Comprehensive All Risk Policy
Amount of Insurance: $38,191,900.00
Deductibles:

$	5,000.00	STANDARD
$	10,000.00	SEWER BACKUP
$	10,000.00	WATER
$	20,000.00	FLOOD
$	100,000.00	EARTHQUAKE

Company: Novex Insurance Company

COMPREHENSIVE GENERAL LIABILITY:

Limit of Liability: $5,000,000.00

DIRECTORS AND OFFICERS LIABILITY:

Limit of Liability: $3,000,000.00

EQUIPMENT BREAKDOWN INSURANCE:

Limit per Accident: $38,191,900.00
Company: Novex Insurance Company
Policy Number: 38001706

This document is furnished as a matter of courtesy and only as information of the fact that Policies have been concurrently prepared.
It is not a contract, confers no right upon any person and imposes no liability on the Insuring Companies.
A photocopy of this executed Certificate may be relied upon to the same extent as if it were an original executed certificate.

ATRENS-COUNSEL INSURANCE BROKERS
Part of Arthur J. Gallagher Canada Limited

Authorized Representative

Date: December 10, 2019

Your Protection is Our Business
www.atrens-counsel.com

Atrens-Counsel
Insurance Brokers
Part of Arthur J. Gallagher Canada Limited

Dear Condominium Unit Owner:

As the Insurance advisor for your Condominium Corporation, we feel it is important to make you aware of your insurance responsibilities as well as the responsibilities you have to the Condominium Corporation. Failure to maintain adequate Condominium Unit Owners Insurance could result in severe financial hardship should a serious loss occur!

The Condominium Corporation is responsible for insuring the following:

- The Building (s) and units as per Builders specifications however, excluding the portion of each unit the Unit Owner is responsible, as defined from an insurance stand point (refer to Standard Unit By-law if applicable), which excludes any improvements made or acquired by the Unit Owners;
- Personal Property of the Corporation, but excluding the Personal Property of the Unit Owners;
- Liability against the Legal Liability imposed by law, as the result of Bodily Injury and Property Damage, arising out of the Corporation's activities as a Condominium. This coverage is extended to provide coverage on behalf of the Individual Unit Owners but only with respect to their interests in the common elements of the Condominium;
- Boiler & Machinery coverage as required by the Condominium Corporation.

Your Insurance responsibilities as a Unit Owner are as follows:

- Personal Property – i.e. furniture, clothing, all personal effects stored in lockers, etc.;
- Improvements or Betterments made to the unit, i.e. wallpaper, paneling, light fixtures, upgraded flooring, upgraded kitchen cupboards, (Reference should be made to the Standard Unit By-Law if applicable – floor coverings may be fully your responsibility);
- Personal Liability – Your Legal Liability for any Bodily Injury or Property Damage arising out of your personal activities as a Unit Owner, and from the ownership of your individual unit.

Unit Owners should be aware of the following!

- You may be responsible for the deductible under the Corporations insurance policy if a loss occurs to any property the corporation is responsible for insuring. This charge back of the Corporation's deductible would apply if the damage was a result of an act or omission on the part of the Unit Owner;
- If an insurable loss assessment is valid under the Condominium Corporations governing rules, you could be responsible for your share of this special loss assessment. This could be quite substantial.

"Unfortunately there are many Unit Owner policies in today's market place that do not provide the coverage or in many cases an adequate limit of insurance to protect the Unit Owner against these major concerns."

Fortunately Atrens-Counsel Insurance Brokers has developed a Unit Owners insurance policy which is tailored around the Insurance Policy of the Condominium Corporation. The result is a very competitively priced, comprehensive policy, which will respond to many of those claims not covered under some insurance policies available today.

Our exclusive policy is titled "Condo Gold."

CONDO GOLD

Go to www.condogold.ca for an online quote in minutes! Or contact a broker who specializes in condominium insurance: **905-567-6222 or 1-877-627.6222**

CANDIDATE DISCLOSURE FORM

To: Durham Condominium Corporation No. 102 (the "**Corporation**")

Name: Alba Saptel

I submit this Candidate Disclosure Form in accordance with the requirements of the *Condominium Act, 1998*, as amended. I acknowledge that I must answer all questions below to be considered a candidate for the upcoming election of directors.

1.	I am a party to a legal action to which the Corporation is a party. *If "**Yes**", please describe:*	☐ Yes	☑ No
2.	My spouse, child, parent, spouse's child, spouse's parent is/are a party to a legal action to which the Corporation is a party. *If "**Yes**", please describe:*	☐ Yes	☑ No
3.	An occupier of a unit that I own, or my spouse owns, or someone with whom I occupy a unit is a party to a legal action to which the Corporation is a party. *If "**Yes**", please describe and include name of the occupier.*	☐ Yes	☑ No
4.	Within the past 10 years, I have been convicted of an offence under the *Condominium Act, 1998*, as amended or under the regulations to the *Condominium Act, 1998*, as amended. *If "**Yes**", please describe:*	☐ Yes	☑ No
5.	I have material interest, either directly or indirectly, in a material contract or transaction to which the Corporation is a party (other than in my capacity as a purchaser, mortgagee, owner, or occupier of a unit). *If "**Yes**", please describe:*	☐ Yes	☑ No
6.	I have material interest, either directly or indirectly, in a material contract or transaction to which the declarant or an affiliate of the declarant is a party (other than in my capacity as a purchaser, mortgagee, owner, or occupier of a unit). *If "**Yes**", please describe:*	☐ Yes	☑ No
7.	(a) I am a registered owner of a unit in the Corporation. *(If you answered "**Yes**" to the above)* (b) The contributions to the common expenses payable for my unit(s) are in arrears for 60 days or more	☑ Yes ☐ Yes	☐ No ☑ No
8.	I am an occupant of a unit in the Corporation.	☑ Yes	☐ No
The statements that I have made herein are true as of the date I have submitted this form and I will notify the Corporation of any changes to this form, as required.		☑ Yes	☐ No

Date: Oct 30, 2020 **Signature:** [signature]

Alba Saptel

During my working career, my experience included holding a number of Senior Executive Management positions in a variety of companies within the finance industry. My roles involved the planning, development and implementation across a wide array of programs.

Over the last 3 years, I have held the position of Vice President of our Condo Board. During this time, I have contributed to a number of achievements and enhancements for our condo community including the repaving of the parking lot, updating the decor of the corridor halls and increasing the security through the installation of cameras in the parking areas.

If re-elected, it will be my mission and aim to continue to make "Top of Westney" a place we can continue to proudly call "home".

CANDIDATE DISCLOSURE FORM

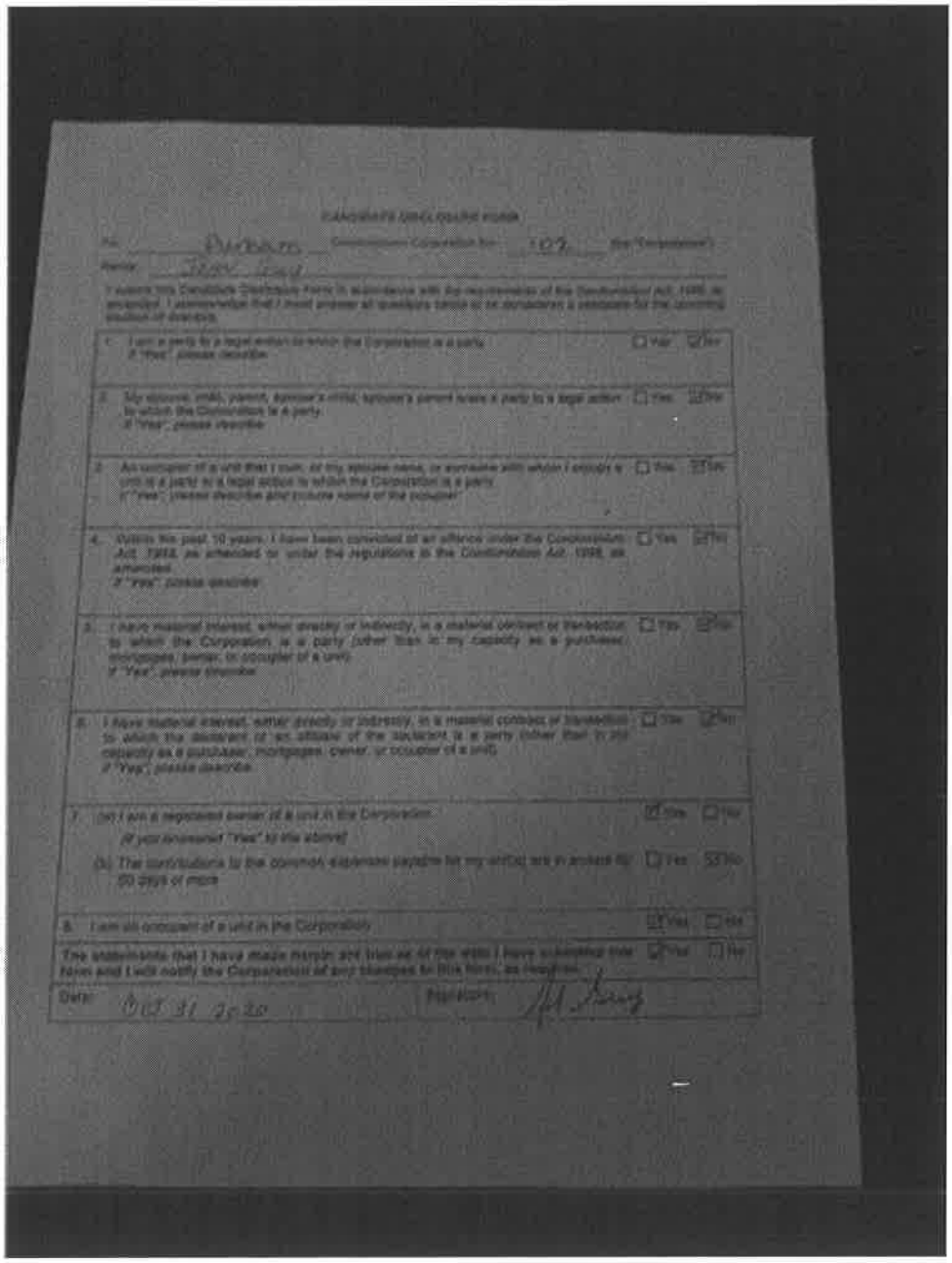
To: Durham Condominium Corporation No. 102 (the "**Corporation**")

Name: _____

I submit this Candidate Disclosure Form in accordance with the requirements of the *Condominium Act, 1998*, as amended. I acknowledge that I must answer all questions below to be considered a candidate for the upcoming election of directors.

1.	I am a party to a legal action to which the Corporation is a party. *If "**Yes**", please describe:*	☐ Yes	☑ No
2.	My spouse, child, parent, spouse's child, spouse's parent is/are a party to a legal action to which the Corporation is a party. *If "**Yes**", please describe:*	☐ Yes	☑ No
3.	An occupier of a unit that I own, or my spouse owns, or someone with whom I occupy a unit is a party to a legal action to which the Corporation is a party. *If "**Yes**", please describe and include name of the occupier:*	☐ Yes	☑ No
4.	Within the past 10 years, I have been convicted of an offence under the *Condominium Act, 1998*, as amended or under the regulations to the *Condominium Act, 1998*, as amended. *If "**Yes**", please describe:*	☐ Yes	☑ No
5.	I have material interest, either directly or indirectly, in a material contract or transaction to which the Corporation is a party (other than in my capacity as a purchaser, mortgagee, owner, or occupier of a unit). *If "**Yes**", please describe:*	☐ Yes	☑ No
6.	I have material interest, either directly or indirectly, in a material contract or transaction to which the declarant or an affiliate of the declarant is a party (other than in my capacity as a purchaser, mortgagee, owner, or occupier of a unit). *If "**Yes**", please describe:*	☐ Yes	☑ No
7.	(a) I am a registered owner of a unit in the Corporation. *[If you answered "**Yes**" to the above]* (b) The contributions to the common expenses payable for my unit(s) are in arrears for 60 days or more	☑ Yes ☐ Yes	☐ No ☑ No
8.	I am an occupant of a unit in the Corporation.	☑ Yes	☐ No
	The statements that I have made herein are true as of the date I have submitted this form and I will notify the Corporation of any changes to this form, as required.	☐ Yes	☐ No

Date: OCTOBER 14, 2020 Signature: S. Beattie



DIRECTOR'S DISCLOSURE FORM

Re: [illegible] Condominium Corporation No. 102 (the "Corporation")

Name: [illegible]

I submit this Candidate Disclosure Form in accordance with the requirements of the Condominium Act, 1998, as amended. I acknowledge that I must answer all questions before I can be considered a candidate for the upcoming election of directors.

1.	I am a party to a legal action to which the Corporation is a party. If "Yes", please describe.	☐ Yes ☑ No
2.	My spouse, child, parent, spouse's child, spouse's parent is/are a party to a legal action to which the Corporation is a party. If "Yes", please describe.	☐ Yes ☑ No
3.	An occupier of a unit that I own, or my spouse owns, or someone with whom I occupy a unit is a party to a legal action to which the Corporation is a party. If "Yes", please describe and indicate name of the occupier.	☐ Yes ☑ No
4.	Within the past 10 years, I have been convicted of an offence under the Condominium Act, 1998, as amended or under the regulations to the Condominium Act, 1998, as amended. If "Yes", please describe.	☐ Yes ☑ No
5.	I have material interest, either directly or indirectly, in a material contract or transaction to which the Corporation is a party (other than in my capacity as a purchaser, mortgagee, owner, or occupier of a unit). If "Yes", please describe.	☐ Yes ☑ No
6.	I have material interest, either directly or indirectly, in a material contract or transaction to which the declarant or an affiliate of the declarant is a party (other than in my capacity as a purchaser, mortgagee, owner, or occupier of a unit). If "Yes", please describe.	☐ Yes ☑ No
7.	(a) I am a registered owner of a unit in the Corporation. *(If you answered "Yes" to this above)* (b) The contributions to the common expenses payable for my unit(s) are in arrears for 60 days or more.	☑ Yes ☐ No ☐ Yes ☑ No
8.	I am an occupant of a unit in the Corporation.	☑ Yes ☐ No
The statements that I have made herein are true as of the date I have submitted this form and I will notify the Corporation of any changes to this form, as required.		☑ Yes ☐ No

Date: Oct 31 2020 Signature: [illegible]

DURHAM CONDOMINIUM CORPORATION NO. 102
(THE "CORPORATION")

BY-LAW NO. __

BY-LAW WITH RESPECT TO INSURANCE DEDUCTIBLES and ESTABLISHING A STANDARD UNIT

NOW THEREFORE BE IT ENACTED as by-law no.__ of the Corporation as follows:

All terms in this by-law shall have the meaning ascribed to them in the *Condominium Act, 1998*, S.O. 1998, c. 19 (the "**Condominium Act**").

ARTICLE I – INSURANCE DEDUCTIBLES

WHEREAS subsection 105(3) of the *Condominium Act* provides as follows:

> The corporation may pass a by-law to extend the circumstances in subsection (2) under which an amount shall be added to the common expenses payable for an owner's unit if the damage to the unit was not caused by an act or omission of the corporation or its directors, officers, agents or employees

AND WHEREAS by this by-law the Corporation hereby extends the circumstances under which an amount shall be added to the common expenses payable for an owner's unit as follows:

If damage occurs to a unit and/or other units and/or the common elements, provided that the damage was not the result of an act or omission of the Corporation or its directors, officers, agents or employees, then the following persons are responsible for the lesser of the cost to repair the damage and the Corporation's deductible under its insurance policy:

(i) The owner of the unit from which, or in which, the damage originated and/or;
(ii) The owner of the unit who has the responsibility to maintain and/or repair the component of the Property from which, or by which, the damage originated.

The Corporation may specify a time for payment of the amount to be added on to the common expenses pursuant to this Article.

ARTICLE II – STANDARD UNIT

WHEREAS section 56(1)(h) of the *Condominium Act* permits the Corporation to enact a by-law to establish a standard unit for the purposes thereunder, the following shall be a Standard Unit:

The components set out in Schedule "A" to this by-law which are within each of the residential units shall be the responsibility of the Corporation to insure on behalf of the owners in order to pay for repairs of any damage with respect to such on behalf of the owners of the units. All other components ("**Improvements**") located within any residential unit shall not form part of the Standard Unit and any such Improvements shall be the responsibility of the owners to insure, maintain and repair.

ARTICLE III – MISCELLANEOUS

3.01 **Invalidity**: The invalidity of any part or parts of this by-law, and any part or parts of the appendices attached hereto, shall not impair or affect, in any manner, the validity and enforceability of the balance thereof.

3.02 **Gender**: The use of the masculine gender in this by-law, and in the appendices attached hereto, 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.

3.03 **Waiver**: No restriction, condition, obligation or provision contained in this by-law, and in the appendices attached hereto, 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.

3.04 **Headings**: The headings in the body of this by-law, and in the appendices attached hereto, form no part hereof but shall be deemed to be inserted for convenience of reference only.

3.05 **Statutory References**: Any references to a section or sections of the *Condominium Act* in this by-law (or in any by-laws or rules hereafter enacted by the Corporation), and in the appendices attached hereto, 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 *Condominium Act*.

3.06 **Severability**: Each of the provisions of this by-law, including those in the appendices attached hereto, shall be deemed to be independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity or enforceability of the remainder of the provisions.

SCHEDULE "A"

Residential Unit Class - Standard Unit

SUITES

- Floor Height – eight foot (8') high ceilings generally throughout all suites for dens, bathrooms, kitchens, hallways and bulkheads for mechanical, plumbing, electrical and design purposes.
- Walls – all interior walls are finished in drywall, taped, and sanded ready for paint.
- Ceilings – all ceilings are finished in drywall, taped, and sanded ready for paint or a textured finish except where concrete ceiling and textured.
- Paint – all interior walls and ceilings are primed and then painted white with flat/matte latex paint (one coat), except for kitchen, bathrooms, and all woodwork and trim which are painted white with semi-gloss paint (one coat).
- Basic baseboards, 3" paintable.
- Interior flat doors (hollow), including passage handles, metal frames, painted white (one coat). Size as per original drawings
- Sliding closet doors with unpainted panels in metal frames. Size as per original drawings.
- Heating/AC duct covers

KITCHEN

- Cabinets –basic grade laminate cabinets to fit under, and flush with bulkheads. Non-bulkhead side to match (if applicable).
- Sink – single stainless-steel sink, top mounted.
- Faucet – two handle faucet and chrome finish, no spray.
- Kitchen vent cover

BATHROOM(S)

- Vanity –basic grade cabinets and solid surface integrated countertop and sink.
- Mirror – frameless full height mirror.
- Bathtub and Enclosure – basic 5-foot bathtub, with basic 6-inch by 6-inch white ceramic tiles (no pattern) wall to ceiling (excluding ceiling), two handle faucet, spout and standard shower head.
- 5 bulb light fitting above vanity
- Separate Shower Stall – with basic 6-inch by 6-inch white ceramic tiles (no pattern) full height to ceiling (excluding ceiling), chrome plated single lever temperature-controlled faucet or two handle faucet and standard shower head. Only where separate shower stall existed as per Plans.
- Lock – privacy lock on bathroom door handle.
- Toilet – basic, water saving, single piece, white.
- Bathroom vent covers

LAUNDRY AREA

- Hot and cold-water hookups with shut off valve, along with drain for washing machine.

TECHNICAL

- 90Amp service panel with circuit breakers within suite (110/208 volt).
- Pre-wired for cable TV and telephone outlets as per original plan.
- and heat detectors.
- Ceiling light fixtures in foyer, hallway, kitchen and walk-in closet basic lamp holder.
- Capped ceiling sconce
    - White, decora-style electrical receptacles and rocker style switches location as per original plan.

- Kitchen and bathroom vent cover.
- 30Amp wiring and receptacle for dryer.
- 40Amp wiring and receptacle for stove GFI where required by building code

In accordance with Article II and Schedule "A" of this by-law:

i) Any of the aforementioned materials may be replaced with a material that is of similar or better quality and finish, if the original materials are not available for any reason. If a dispute arises with respect to same, then the final determination shall be that of the board of directors of the Corporation.

ii) All materials set out above are basic standard unless specifically stated otherwise. If a dispute arises over the manufacture, quality, colour, texture, dimension, and/or finish of any item set out above, then the final and unfettered determination of same shall be reserved to the board of directors of the Corporation.

iii) Anything not listed in the Residential Unit Class – Standard Unit is the sole responsibility of the owner of the Unit, such as but not limited to countertops, flooring, fan/coil unit, thermostat, exhaust fans, smoke detectors, fire alarm speaker, except;

a. ducts, wiring, pipes (copper, iron), conduits, building structural items that service more than one unit
b. shut-off valves, metal studs, insulation, behind the drywall, and;
c. Front door, metal frame and door closer, and;
d. Windows, glass sliding doors, side lights adjacent to glass sliding doors, window walls.

DURHAM CONDOMINIUM CORPORATION NO. 102
(the "Corporation")

BY-LAW NO. ___

BY-LAW WITH RESPECT TO ELECTRONIC ATTENDANCE AND ELECTRONIC VOTING

All terms in this by-law shall have the meaning ascribed to them in the *Condominium Act, 1998*, S.O. 1998, c. 19 (the "**Condominium Act**") and Ontario Regulation 48/01: General (the "**Regulation**").

WHEREAS:

A. Section 52(1)(b)(iii) of the *Condominium Act, 1998,* as amended, authorizes voting at meetings of unit owners by a recorded vote that is indicated by telephonic or electronic means, if the by-laws so permit;

B. Section 52(1.1) of the *Condominium Act* defines "telephonic or electronic means" as any means that uses the telephone or any other electronic or other technological means to transmit information or date, including telephone calls, fax, e-mail, automated touch-tone telephone system, computer or computer networks;

C. Section 56(1)(c.1) of the *Condominium Act* provides that the Board of Directors may authorize, by by-law, the methods permitted for holding a recorded vote;

D. Section 14.(0.1)(p) of the *Regulation* provides that a by-law may govern the manner in which an owner or a mortgagee may be present at a meeting of owners; and,

E. The Board of Directors of the Corporation have determined it is desirable to permit owners to vote by electronic means and to attend a meeting of owners through electronic means.

NOW THEREFORE BE IT ENACTED as By-law No. ___ of the Corporation as follows:

1. Persons entitled to attend a meeting of owners may attend through telephonic or electronic means, provided that the means permit any or all members so attending to hear and respond to each other.

2. At any meeting of owners, a recorded vote may be indicated by telephonic or electronic means if the Corporation makes available to owners a medium by which owners are able to cast a recorded vote by telephonic of electronic means (the "**e-voting system**"). Votes cast by an e-voting system shall:

    (a) be deemed a ballot (the "**e-ballot**") for the purpose of any vote conducted at the meeting at which the e-ballot was cast, is valid for one (1) meeting and expires immediately thereafter, and shall be counted towards quorum;

    (b) be subject to the e-voting system which shall:

        i. authenticate the owner's identity;

ii. set forth each question proposed for consideration at a meeting of owners that is subject to a vote;

iii. authenticate the validity of each e-ballot to ensure that the vote is not altered in transit; and,

iv. produce a receipt, report or confirmation of the date and time of each e-ballot cast which shall form part of the Corporation's records in accordance with the *Condominium Act*.

DURHAM CONDOMINIUM CORPORATION NO. 102
(THE "CORPORATION")

BY-LAW NO. __

GENERAL OPERATING BY-LAW

NOW THEREFORE BE IT ENACTED THAT By-laws No. 1, 2, 3, 4, 5, 6 and 7 of the Corporation are hereby repealed and replaced with the following:

ARTICLE I - DEFINITIONS

1.01 The terms used herein, and any appendices attached hereto, shall have ascribed to them the definitions contained in the *Condominium Act, 1998*, S.O. 1998, c. 19, and any amendments thereto (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 - RECORDS AND REGISTER OF NAMES AND ADDRESSES FOR SERVICE

3.01 The Corporation shall maintain the records required pursuant to the Act, including a record (hereinafter called the "**Register**"). The Register shall note the name and address for service of the owner of each unit who have notified the Corporation of same, and for the mortgagee for each unit who has notified the Corporation of same and which is entitled to vote pursuant to the terms of its mortgage. The owner's address for service shall be the last name and address for service as shown in the Register failing which the name and 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 general meeting of owners shall be held at such place 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 governing documents of the Corporation to be laid before the owners at an annual general meeting of owners, 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 said meeting.

4.02 **Conduct of Meetings:** At any meeting of owners or informal owners' 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, a 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. The Board may stipulate rules for the conduct of those in attendance at any meeting, which rules may be enforced by the Chairperson in the Chairperson's discretion.

4.03 **Other Meetings**: The board shall have the power at any time to call a meeting of the members of the Corporation to be held at such time and such place within the said Municipality or such other place as may be determined by the board.

4.04 **Notices**: Notice of any meeting shall be given to those persons and in the manner required by the Act. The Corporation shall not be obliged to give any notice to any owner who has not notified the Corporation that he/she has become an owner, or to any mortgagee who has not notified the Corporation that he/she 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 the Act.

4.05 **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 lawyer shall be entitled to attend the meeting of owners at the invitation of the Board of Directors, or a majority of the Board of Directors. Any other person may be admitted only on the invitation of the Chairperson of the meeting or with the consent of the majority of those present at the meeting.

4.06 **Right to Vote**: At each meeting of owners every owner shall be entitled to vote if the owner 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. 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. Any dispute over the right to vote shall be resolved by the Chairperson of the meeting upon such evidence as he/she may deem sufficient. The vote of each such owner or mortgagee shall be on the basis of one vote per unit.

4.07 **Method of Voting**: At any meeting of owners, any question shall be decided by a show of hands, personally or by proxy, or a recorded voted that is: (i) marked on a ballot cast personally or by proxy; (ii) marked on an instrument appointing a proxy; or (iii) indicated by telephonic or electronic means if the Corporation makes available to owners a medium by which owners are able to cast a recorded vote by telephonic or electronic means.

At any meeting of owners 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.

4.08 **Representatives**: An executor, administrator, guardian or trustee of an owner or mortgagee, or the committee of a person incapable of managing property within the meaning of the *Substitute Decisions Act, 1992* or subsequent applicable legislation (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.

4.09 **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.

The Board of Directors may stipulate further requirements in respect of proxies as they deem fit in their discretion including, but not limited to, the following:

(i) That proxies must be deposited with the property management office, or other custodian as designated by the board of directors, at a time not more than forty-eight (48) hours before the meeting, and any proxy not so deposited will not be accepted at any meeting;

(ii) That blanks on proxies be completed in the handwriting of the person giving the proxy;

(iii) That proxies bear an identifying mark, stamp or number, and will not accepted if they do not bear such mark, stamp or number;

(iv) That owners may use only the proxy delivered to them with the meeting package and that proxies may not be copied;

(v) Such other and further reasonable requirements or restrictions with respect to proxies.

4.10 **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.

4.11 **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 duly cast on the question, as set out herein.

4.12 **Redeeming Right to Vote**: Any owner disentitled to vote as a result of being in arrears of common expenses payable in respect of their unit may vote at said meeting, if he/she makes payment of the full amount by certified cheque, money order, cash and/or bank draft at the meeting.

ARTICLE V - THE CORPORATION

5.01 **Duties of the Corporation**: In addition to the duties and obligations set forth in the Act and the governing documents of the Corporation, the duties of the Corporation shall include, but shall not be limited to, the following:

a) Operating, care, upkeep and maintenance;

b) The collection of common expenses, including the preservation and enforcement of any condominium lien arising as a result of a default by an owner in the payment of common expenses;

c) The arranging for the supply of utilities to the common elements and units, except where 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 utility at any time becomes incapable 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 reasons of the breach of such duty;

d) Obtaining and maintaining such insurance as 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;

e) Repairing after damage restoring common elements in accordance with the Act and the Corporation's governing documents;

f) 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; and,

g) 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 Corporation's governing documents.

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 professional property 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 or the courts of any claim or claims which may be made against or asserted on behalf of the Corporation;

g) The Corporation may from time to time:

(i) Borrow 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;

(ii) Charge, mortgage, hypothecate or pledge all or any of the real or personal property of the Corporation, including book debts and unpaid calls, rights, powers, franchises and undertakings to secure any such securities or other money borrowed, or other debts or any other obligation or liability of the Corporation;

(iii) Delegate to such one or more of the officers and directors of the Corporation as may be designated by the directors all or any of the powers conferred by this Article to such extent and in such manner as the directors shall determine at the time of such delegation; and,

(iv) Give indemnities to any director or other person who has undertaken or is about to undertake any liabilities on behalf of the Corporation or any corporation controlled by it, and secure any such director or other person against loss by giving him/her by way of security a mortgage or charge upon the whole or any part of the real and personal property, undertaking and rights of the Corporation, provided that any such borrowing or loan that would result in total borrowing aggregating more than one (1) month's total contribution to common expenses, in the fiscal year the borrowing or loan takes place, shall require the prior approval of owners who own the majority of units in the Corporation, 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) By by-law, to lease any part of the common elements, except any parts that the declaration specifies are to be used by the owners of one or more designated units and not by all the owners provided that such leasing shall not be for any private commercial activity;

k) By by-law to grant or transfer an easement through the common elements; and

l) 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 television service agreement with a cable provider (if any), in a form as agreed to by the board;

(iv) Any utility servicing agreement required for the provision of utilities to the Corporation;

(v) Any encroachment or other agreement allowing an encroachment from, or onto any adjacent property; and,

any other agreements which are deemed advisable, desirable or necessary by the Board of Directors.

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 five (5) of whom three (3) shall constitute a quorum for the transaction of business at any meeting of the board. All matters are to be decided by a simple majority vote provided quorum of the board is present. 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**:

a) In addition to those qualifications as set out in the Act, to qualify as a director of the Corporation, one must:

(i) Be an owner or, if the owner is a corporation, a director of the corporation, or an officer of the corporation as evidenced by a certified copy of a directors' resolution;

(ii) Not reside in a unit from which there is currently a person serving as a member of the Board of Directors;

(iii) Not be in arrears of common expenses for sixty (60) days or more;

(iv) Execute a "Directors' Code of Ethics" form prior to being elected to the Board, in such form as may be adopted by Board;

(v) Not have resigned or been removed from the Board and three (3) years have not passed from the date that said director's term would have expired. The Board may, by resolution, if it deems appropriate, provided a quorum is still present, resolve that this specific section does not apply to an individual that resigned from the Board due to unforeseen circumstances;

(vi) Not have been convicted of a criminal offence in Canada or any other jurisdiction in the past ten (10) years; and,

(vii) Not be, directly or indirectly, or have a parent, spouse (as that term is defined in Part III of the *Family Law Act*, R.S.O. 1990, Chapter F.3 and any amendments thereto), or child who is, a party in any legal proceeding which involves the Corporation, where such party's interest is adverse to the Corporation's interests. Such proceeding shall include, but not be limited to, a court action or application, mediation, arbitration, human rights complaint, labour relations complaint, privacy complaint or any other judicial or quasi-judicial process.

b) A director shall cease to be qualified to be a director of the Corporation and/or shall be deemed to have resigned from the Board, if the director:

(i) Ceases to comply with any of the requirements of subparagraph 6.03 (a) above;

(ii) Is absent from three (3) consecutive duly called Board meetings unless the remaining Board members, provided a quorum is still present, pass a resolution to excuse such absence;

(iii) Resigns orally at a meeting of directors, or resigns in writing, in which case such resignation shall be irrevocable; or,

(iv) Is found by the Board of Directors to have violated the "Directors' Code of Ethics" three (3) times. The determination of whether such violations occurred shall be determined by a remainder of the members of the Board of Directors using the following procedure:

(a) On receiving a report or complaint of such violation(s), the Board of Directors shall present to the member accused of such violation(s) the report or complaint together with any evidence of the alleged violation(s) at least two (2) days prior to the next scheduled Board meeting. At the said meeting the member accused of the violation(s) shall be permitted to make representations to the remaining members of the Board of Directors.

(b) If the remaining Board members, after hearing the representations of the member accused of the violation(s), finds that the member accused has violated the "Directors' Code of Ethics", the fact shall be noted in the minutes and the member cautioned. If three (3) violation(s) have been found to occur, whether on one (1) occasion or occasion or multiple occasions over the course of time, and whether at one meeting as in (iv)(a) above, or at more than one (1) meeting, the member so found to have violated the "Directors' Code of Ethics" shall be immediately disqualified from acting as a member of the Board of Directors.

(v) Has been disqualified from acting as a member of the Board of Directors as a result of having been found to have violated the Directors Code of Ethics three (3) times, and the period of three (3) years plus an amount of time equivalent to the remainder of the said directors' term during which the said member was disqualified, has not passed.

6.04 **Election and Term:** The directors of the Corporation shall be elected in rotation and shall be eligible for re-election. Upon the expiry of any of the foregoing terms, directors shall then be elected for three (3) year terms. The rotations as at the passage of this by-law shall carry forward.

6.05 Retiring directors may 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 (3) 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. If the directors are elected by acclamation and the terms of office to be filled are unequal, then the directors at their first meeting shall determine the distribution of terms.

6.06 **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 the President or the Vice-President, or any other two (2) directors may determine, and the Secretary shall call meetings when directly authorized by the President or by the Vice-President or by any other two (2) directors 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 *Legislation Act, 2006* S.O. 2006, c. 21, Sch. F. 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 any notice of a directors' meeting 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 by email or by telefax.

6.07 **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 another form of communications system that allows the directors to participate concurrently, as approved by the board by resolution from time to time, provided that all directors consent to the means used.

6.08 **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.

6.09 **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**" or "**contract**" for the purpose of Sections 6.10 to 6.14 hereof) 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:

a) at the meeting of the directors of the Corporation where the Contract is first considered by such board;

b) 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;

c) 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,

d) 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,

and the board shall enter the disclosure made by the Interested Director under this section, in the minutes of the meeting of the board at which the disclosure was made.

6.10 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.

6.11 The Interested Director shall not be present during the discussion of the Contract at the directors meeting. In addition, the Interested 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 Director's interest:

a) is limited solely to insurance described in section 39 of the Act or the remuneration of a director or officer of the Corporation; or,

b) 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.

6.12 A general notice in writing to the board by a director declaring that he/she 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.

6.13 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 subsection 40(8) of the Act.

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 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 in connection with the execution of the duties of his/her office; 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;

except for dishonest or fraudulent acts, or acts otherwise done in breach of the director or officer's standard of care, which standard of care is set out in the Act. The Corporation shall purchase and maintain insurance for the benefit of every director and officer of the Corporation in order to indemnify them in accordance with this section.

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 shall 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 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. 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/she may be known as the Secretary-Treasurer.

7.03 **Term of Office**: 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 of the board or at a meeting of the 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 is 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 **Committees**: In order to assist the board in managing the affairs of the Corporation the board may, in its full discretion, from time to time, create and appoint advisory committees with such mandate as the Board of Directors may determine, and on such terms as the Board of Directors may determine. Such committees shall serve at the pleasure of the Board of Directors. The Board of Directors may appoint members to the Committee, or delegate such appointments, but the Board of Directors shall always maintain the discretion to remove any members of a committee and/or to dissolve a committee. The Board of Directors is not required to act on any recommendations of said committees, and the committees may not otherwise act without the express permission of the Board of Directors. No other committee, association or group that purports to be, or may be construed by others to be, officially sanctioned by the Corporation by name, or otherwise, or is used as a means to disseminate misleading information, as determined by the board in its full and unfettered discretion, shall be permitted.

7.10 **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.

7.11 **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 power of management or otherwise (including the power to sub-delegate) as the board may think fit or deem appropriate.

7.12 **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.

ARTICLE VIII - BANKING ARRANGEMENTS AND CONTRACTS

8.01 **Banking Arrangements**: Subject to the provisions of the Act, 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. All cheques drawn on the Corporation's accounts must be signed by two authorized signing officers.

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.

Notwithstanding the Corporation's seal, any document or instrument that would otherwise require the Corporation's seal need not be executed under seal, provided the statement "I/We have the authority to bind the Corporation" is placed below the signature(s) of the person(s) duly authorized to sign the document or instrument on behalf of the Corporation. Any document or instrument executed in this manner, shall have the same effect as placing the Corporation's seal thereupon.

8.03 **Contracts: The Board of Directors shall not enter into any contract unless it first obtains and compares a minimum of three (3) quotations from contractors unrelated to each other (where available). This section does not apply to any contract which may be procured under any discretionary spending limit in any management agreement. The Board of**

Directors may suspend the operation of this section on a unanimous vote of those members of the Board of Directors present at a meeting.

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 last day of April in each year or on such other date as the board by resolution may determine.

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 subsection 47(4) 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 subsection 47(5) 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.

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 when deposited in a post office or public letter box. 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 Corporation 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 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 twelve (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.

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 and 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 shall bear interest at the rate of eighteen percent (18%) per annum, or such other rate as determined by a resolution of the Board, 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. Cheques submitted by an owner that are not honoured by the bank or financial institution upon which they are drawn, shall be subject to an administration charge.

11.06 **Remedies**: 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 substantial indemnity costs basis.

ARTICLE XII - DEFAULT

12.01 **Registration of Lien**: Where a unit owner fails to pay common expenses the board shall, without exception, cause a lien to be registered by the Corporation's solicitor in accordance with the Act, to ensure that all arrears of common expenses are fully protected by said lien.

ARTICLE XIII - INSURANCE AND MAINTENANCE BY OWNERS

13.01 The Owners shall purchase and maintain insurance to cover contents and improvements to the unit for which there is no coverage under any policy of insurance which the Corporation is required to carry. Any perils or losses not covered by the Corporation's policy of insurance are the sole responsibility of the Owner.

13.02 Where an Owner has a duty to maintain and/or repair and it is necessary to retain the services of a contractor to perform the said work, the said contractor must be qualified and carry the requisite and desired insurance. The Board of Directors may stipulate such other and further reasonable requirements with respect to the qualifications of any contractors. Any question as to whether any such maintenance and/or repair work requires the services of contractor, or the necessary qualifications of a contractor, shall be resolved by resolution of the Board of Directors.

ARTICLE XIV - INDEMNITY

14.01 Each owner shall indemnify and save the Corporation harmless from any loss, cost, damage, injury or liability which the Corporation may suffer or incur, and which is not recoverable under the Corporation's policy of insurance, including the cost of any insurance deductible payable by the Corporation , by reason of (i) a breach of the Act, Declaration, By-laws or rules and/or (ii) an act or omission, and perpetrated or caused, as the case may be, by an owner, his/her family or any member thereof, or any director, officer, agent or employee, if the owner is a corporation, and/or any tenants, guests, invitees or licensees of the said owners unit. The losses, costs, damages, injuries or liabilities as aforesaid shall include, but not be limited to, the cost to repair damage or otherwise rectify or remedy any situation, and any and all legal costs incurred by the Corporation, which legal costs shall include any the cost of legal advice obtained by the Corporation, the cost of any enforcement steps, and any additional actual costs incurred by the Corporation over and above costs awarded by an arbitrator, tribunal or court.

14.02 All costs so indemnified pursuant to this Article shall be deemed to be additional contributions toward the common expenses payable by such owner, and recoverable as such.

ARTICLE XV - OBJECTING TO ASSESSMENTS

15.01 **Objecting to Assessments**: The Corporation shall, by resolution and without the approval of owners, have the capacity and authority to make a complaint under section 40 of the *Assessment Act* and any amendments thereto, on behalf of any owner, provided that the Corporation provides the owner(s) with notice of same prior thereto.

15.02 **No Liability**: The Corporation shall not be liable for an alteration in the assessment of a unit or for any other matter relating to the complaint, except for the costs of the complaint.

15.03 **Costs of the Complaint**: The costs incurred by the Corporation as a result of the aforenoted complaint shall be treated, for the purpose of this by-law, as a common expense of the Corporation.

15.04 **Owner's Right to have the Complaint Withdrawn:** Prior to the hearing of the complaint the owner may have the complaint, made on behalf of the owner by the Corporation, withdrawn upon providing written notice of same to:

a) the Corporation; and,

b) the Assessment Review Board.

ARTICLE XVI – MEDIATION & ARBITRATION

16.01 **Application:** The mediation and arbitration provision procedures contained in this By-Law apply to any disagreement (the "**Disagreement**") between the Corporation and an owner or owners

which disagreement is required to be mediated and/or arbitrated by the operation of Section 132 of the *Act*. This Article XVI shall be deemed to be both a mediation agreement and an arbitration agreement between the parties to the Disagreement.

16.02 A Disagreement may be submitted to mediation by a party (the "**Mediation Initiating Party**") by service of a written notice of submission to mediation (the "**Mediation Notice**") on the other party or parties to the Disagreement (the "**Mediation Responding Parties**").

16.03 The Mediation Notice shall include the name of the mediator proposed by the Mediation Initiating Party.

16.04 If any of the Mediation Responding Parties do not agree with the selection of the mediator proposed by the Mediation Initiating Party, such Mediation Responding Party or Parties must serve, within seven (7) days of service of the Mediation Notice, on the Mediation Initiating Party a notice (the "**Mediation Responding Notice**") stating the name of a different proposed mediator.

16.05 If a Mediation Responding Notice is served within seven (7) days of service of the Mediation Notice in accordance with paragraph 5 above, the parties to the Disagreement shall make bona fide efforts to select a mediator within seven (7) days of service of the Mediation Responding Notice. If no mediator is agreed-upon during said seven (7) day period, the parties are deemed to have consented to the selection of the mediator proposed by the Corporation. The mediator proposed by the Corporation shall be independent of the parties to the Disagreement.

16.06 If a Mediation Responding Notice is not served on the Mediation Initiating Party within seven (7) days of service of the Mediation Notice, the parties to the Disagreement are deemed to have consented to the selection of the mediator named in the Mediation Notice.

16.07 The Mediation Initiating Party shall immediately notify the mediator selected either on consent or by operation of this By-Law (the "**Mediator**") of his/her selection as Mediator.

16.08 The Mediator shall attempt, within seven (7) days of written notice to the Mediator of his/her selection, to schedule a mediation session by consulting with the parties to the Disagreement. The mediation session shall be scheduled within thirty (30) days of written notice to the Mediator and shall be for no longer than one-half day (approximately three (3) hours) unless the parties agree to such longer time.

16.09 If one or more parties to the Disagreement does not respond to the Mediator, or if in the reasonable opinion of the Mediator one or more of the parties to the Disagreement does not cooperate in the scheduling of a timely mediation session, the Mediator shall deliver a notice to all parties stating that the mediation has failed, in accordance with clause 132(1)(b)(ii) of the Act, and any costs for same shall be initially be borne by the cooperating party or parties but such costs shall be recoverable at Arbitration, if applicable, from the non-cooperating party or parties.

16.10 The parties to the Disagreement shall, where practical, provide the mediator with a written statement of the issues in dispute and any relevant documentation prior to the mediation session.

16.11 All communications at a mediation session, all documents and materials filed with the Mediator, as well as the Mediator's notes and records shall be deemed to be without prejudice to settlement discussions.

16.12 If the mediation session does not result in settlement of the Disagreement, the Mediator shall immediately deliver a notice to all parties stating that the mediation has failed, in accordance with clause 132(1)(b)(ii) of the Act.

16.13 The Mediator's fees and expenses shall be borne equally between the parties except in the following circumstances:

a) a settlement agreement (if any) is entered into between the parties that specifies otherwise; or,

b) one party's action or inaction causes unreasonable or unnecessary delay as determined solely by the Mediator, in which case the Mediator shall allocate costs.

16.14 Where 16.03 above, applies, if a party fails to attend a scheduled mediation without providing reasonable written notice, and same is not rescheduled or is subsequently deemed to have failed, then such party or parties, as the case may be, shall indemnify the other party or parties for their reasonable costs, including legal fees, if any, in preparation for the scheduled mediation.

16.15 Thirty (30) days after the Mediator delivers a notice that the mediation has failed or as the *Condominium Act* may otherwise permit, any of the parties to the Disagreement (the "**Arbitration Initiating Party")** may submit the Disagreement to arbitration by a single arbitrator in accordance with the *Arbitration Act, 1991,* by service of a written notice (the "**Arbitration Notice**") on the other parties to the Disagreement (the "**Arbitration Responding Party or Parties**").

16.16 The Arbitration Notice shall include the name of the arbitrator proposed by the Arbitration Initiating Party.

16.17 If any of the Arbitration Responding Parties do not agree with the selection of the arbitrator proposed by the Arbitration Initiating Party, such Arbitration Responding Party or Parties must serve, within seven (7) days of service of the Arbitration Notice, on the Arbitration Initiating Party a notice (the "**Arbitration Responding Notice**") stating the name of a different proposed arbitrator.

16.18 If an Arbitration Responding Notice is not served on the Arbitration Initiating Party within seven (7) days of service of the Arbitration Notice in accordance with paragraph 18 above, the parties to the Disagreement are deemed to have appointed the arbitrator named in the Arbitration Notice.

16.19 If an Arbitration Responding Notice is served within seven (7) days of service of the Arbitration Notice in accordance with paragraph 18 above, the parties to the Disagreement shall make bona fide efforts to select an arbitrator within seven (7) days of service of the Arbitration Responding Notice.

16.20 If no arbitrator is selected within seven (7) days of the service of the Arbitration Responding Notice, the arbitrator proposed by the parties to the Disagreement in the Arbitration Notice and the Arbitration Responding Notice(s) shall agree on the selection and appointment of an arbitrator within fourteen (14) days of the service of the Arbitration Responding Notice.

16.21 If the preceding procedures do not result in the appointment of an arbitrator, any of the parties to the Disagreement may apply to court for the appointment of the arbitrator in accordance with the *Arbitration Act, 1991.*

16.22 The Arbitration Initiating Party shall immediately notify the arbitrator appointed either on consent or by operation of this By-Law or by order of the court (the "**Arbitrator**") of his/her appointment as Arbitrator.

16.23 The Arbitrator shall, within seven (7) days of receiving notice of appointment, give at least seven (7) days' written notice of a preliminary meeting to all parties to the Disagreement. The purpose of the preliminary meeting will be to determine procedural matters before the hearing and the preliminary meeting shall take place not more than thirty (30) days after the appointment of the Arbitrator.

16.24 The Arbitrator shall determine by whom and to what extent the costs of the arbitration are to be paid and may award the costs, in whole or in part, of a party or parties to be paid by another party or parties.

16.25 Any notice required to be served by this Article 16 may be served personally by, prepaid mail, or any of the methods of service permitted by the Act.

ARTICLE XVII - MISCELLANEOUS

17.01 **Invalidity**: The invalidity of any part or parts of this by-law, and any part or parts of the appendices attached hereto, shall not impair or affect, in any manner, the validity and enforceability of the balance thereof.

17.02 **Gender**: The use of the masculine gender in this by-law, and in the appendices attached hereto, 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.

17.03 **Waiver**: No restriction, condition, obligation or provision contained in this by-law, and in the appendices attached hereto, 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.

17.04 **Headings**: The headings in the body of this by-law, and in the appendices attached hereto, form no part hereof but shall be deemed to be inserted for convenience of reference only.

17.05 **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), and in the appendices attached hereto, 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.

17.06 **Severability**: Each of the provisions of this by-law, including those in the appendices attached hereto, shall be deemed to be independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity or enforceability of the remainder of the provisions.

MEMO TO UNIT OWNERS AND

MORTGAGEES EXERCISING UNIT OWNERS' VOTE

(1) The proxy confers authority for the named person to vote in respect to matters listed on the agenda, to any amendments or variations of matters, or other matters which may properly come before the meeting.

(2) Each member has the right to appoint a person to represent them at the meeting if he or she is unable or unwilling to attend. Such right may be exercised by inserting in the blank space provided the name of such person to be appointed who need not be a member or mortgagee of the Corporation.

(3) Please sign exactly as your name appears on the notice and date the proxy. Joint tenants must cast one vote; otherwise the vote of the unit will not be counted. If the member is a corporation, the proxy must be executed under its corporate seal or by an officer or attorney thereof duly authorized.

(4) Members who are in arrears of payments of common expenses or special levies for more than 30 days will not be permitted to vote.

(5) Mortgagees who are entitled to exercise the vote of the unit owner may also vote by proxy; unit owners whose mortgagees are exercising the unit owner's vote may not vote. In order for the mortgagee to exercise the vote, it must have this right given to it in the mortgage and it must notify the Corporation and the owner of its intention to exercise the vote at least four days before the date of the meeting.

(6) Tenants of units, whether under an Agreement of Purchase and Sale or otherwise, may vote only if they hold a valid proxy.

(7) Members wishing to inspect the records of the Condominium Corporation may make an appointment for inspection at reasonable times in the offices of the Corporation.

(8) This instrument of proxy must be deposited with the Secretary of the meeting before close of registration. It is important that the suite number be completed.

(9) Proxy holders will not be authorized to participate in the voting process for the election of a director(s) or any other matter that the proxy requires the vote of the owner, where the owner has not clearly indicated his choice on the proxy. Proxy holders will not be eligible to vote for any director nominated at the meeting.

(10) Owners may indicate on the proxy the name of the person for which they wish to have nominated and voted on for the position on the Board of Directors. Owners may indicate any name regardless if that person has previously notified the Corporation of their intention to run.

Ontario

Ministry of Government and Consumer Services

Proxy Form

Instruction

This PDF form can be filled out electronically and then saved or printed. The blank form can also be printed in full and then filled out in hard copy. The form is formatted so that when it is printed, identifying information about the proxy giver (name, address, and signatures) can be torn off and separated from the voting information in the rest of the form. To do this, the form must be printed in one-sided format.

Proxy Identification Number (optional):

Proxy Identification Number (optional):

To (condominium corporation's name):
Durham Condominium Corporation No. 102

I am (we are)

- ☐ the registered owner(s)
- ☐ authorized to act on behalf of the registered owner(s)
- ☐ the mortgagee(s)
- ☐ authorized to act on behalf of the mortgagee(s)

Name of proxy giver (the person entitled to vote at the meeting, for example, the registered owner or mortgagee):

Instruction for person filling out the form: In the case of a corporation, affix the corporate seal or attach a statement that the persons signing have the authority to bind the corporation. If you are authorized to act on behalf of the registered owner(s) or mortgagee(s), attach a copy of the document that gives you this authorization.

Proxy giver's unit number and municipal address or other description of the unit:

Note: if your corporation is a common elements condominium corporation, please identify the relevant parcel of tied land in the above space.

Dated this _____ day of _____, 2020, at _____ ☐ am ☐ pm

day of month | month | year | time of day

Signature

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Disponible en français

Proxy Identification Number (optional):	Proxy Identification Number (optional):

I (we) appoint the proxy named in row A below, or, failing him or her, the proxy named in row B below, to attend and vote on my (our) behalf at the meeting of owners to be held on 2020/11/23 and at any adjournment of the meeting:

Date (yyyy/mm/dd)

Name of Proxy	Signature or initials
A.	
B.	

I (we) revoke all proxies previously given.

Please check only one of the three boxes below:

☐ The proxy is not authorized to vote on my (our) behalf with respect to any matter at the meeting, including matters of routine procedure.
Instruction for person filling out this form: Check this box if you are appointing the proxy only to count towards quorum. If this box is checked, then the rest of the form should not be filled out.

Signature or initials

☐ The proxy may vote on my (our) behalf only with respect to matters of routine procedure at the meeting, and no other matters, as I (we) could do if personally present at the meeting.
Instruction for person filling out this form: If this box is checked, then the rest of the form should not be filled out.

Signature or initials

☐ The proxy may nominate candidates or may vote on my (our) behalf with respect to all matters that may come before the meeting, subject to any instructions set out below, as I (we) could do if personally present at the meeting.
Instruction for person filling out this form: If this box is checked and you do not provide instructions with respect to any part of the rest of this form, you are giving your proxy the authority to nominate any candidates or vote in any manner with respect to that part of the form, as you could do if you were personally present at the meeting.

Signature or initials

☑ **Section 1.** Voting to elect candidates to vacant positions on the board that all owners may vote for:

I/we instruct the proxy to nominate, if necessary, and to vote for the candidates named below and in the order set out below.

Order of vote (enter 1, 2, 3, etc.)	Candidates for the Position(s) on the Board	Signature or initials
	Alba Saptel	
	David Baxter	
	John Guy	

Proxy Identification Number (optional):	Proxy Identification Number (optional):

Instruction to person filling out the form: If you set out any names above, your proxy may only vote for the named individuals and only if, at the time of the vote, they are candidates. If you list more names than positions available on the board of directors, your proxy will vote in the order set out above up to the number of positions that are available. The numbers in the left hand column indicate the order in which you want the proxy to vote. These numbers indicate your priority.

☑ **Section 2.** Voting to elect candidates to any vacant position on the board that only owners of owner-occupied units may vote for:

I (we) instruct the proxy to nominate, if necessary, and to vote for the candidates named below and in the order set out below for the position on the board for which only owners of owner-occupied units may vote under s. 51(6) of the *Condominium Act, 1998*.

Order of vote (enter 1, 2, 3, etc.)	Candidates for the Position(s) on the Board	Signature or initials
	Alba Saptel	
	David Baxter	
	John Guy	

Instruction to person filling out the form: Your proxy may only vote for individuals whose names are set out above and who, at the time of the vote, are candidates. If you list more names than positions available on the board of directors, your proxy will vote in the order set out above up to the number of positions that are available.

☑ **Section 3.** Voting for specific matters:

I (we) instruct the proxy to vote as indicated below with respect to the specified matters that may come before the meeting, subject to any instructions set out below, as I (we) could do if personally present at the meeting.

Specific Matter	In favour	Signature or initials
Bylaw Respect to Electronic Attendance and Electronic Voting	☐ Yes ☐ No	
Bylaw Respect to Insurance Deductible and Establishing a Standard Unit	☐ Yes ☐ No	
Bylaw General Operating	☐ Yes ☐ No	

☐ **Section 4.** Voting for removal of directors and election of substitutes: