

BY-LAW NO 1

Being a By-Law relating generally to the transaction
of the business and affairs of:

OXFORD STANDARD CONDOMINIUM CORPORATION NO 111

**ARTICLE 1
DEFINITIONS**

- 1.1 The terms used herein shall have ascribed to them the definitions contained in the *Condominium Act*, R.S.O. 1998 (hereinafter called the "Act") and the Declaration of the Corporation.

**ARTICLE 2
SEAL**

- 2.1 The corporate seal of the Corporation shall be in the form impressed hereon. The seal shall at no time be used except by authority of the Board previously given.

**ARTICLE 3
RECORDS**

- 3.1 The Corporation shall cause to be kept the following records:
- (a) A copy of all rules respecting the use of common elements and units or any of them, including all amendments thereto.
 - (b) A register (hereinafter called the "register") respecting the property which shall note the name and address of the owner and mortgagee of each unit who have notified the Corporation of their respective interests in the property and of their address for service. In the absence of being advised of an address for service, notices may be given to each owner at the address of his unit and to each mortgagee at the address shown for him on his mortgage registered in the Land Registry/ Land Titles Office.
 - (c) A register of directors in which are set out the names and addresses of all persons who are or have been directors of the Corporation with the several dates on which each became or ceased to be a director.
 - (d) Proper accounting records in which are set out all financial and other transactions of the Corporation including, without limiting the generality of the foregoing, records of:
 - (i) all sums of money received and disbursed by the Corporation and the matters with respect to which receipts and disbursements took place;
 - (ii) all sales and purchases of the Corporation;
 - (iii) the assets and liabilities of the Corporation; and,
 - (iv) all other transactions affecting the financial position of the Corporation.
 - (e) The minutes of all proceedings at meetings of owners and directors.

**ARTICLE 4
MEETING OF OWNERS**

- 4.1 Annual Meeting: The annual meeting of the owners shall be held at such place within the City of Woodstock, or such other location as may be convenient at such time and on such day in each year as the Board may from time to time determine, for the purpose of hearing and receiving the reports and statements required by the Act and the By-laws of the Corporation, to be read at and laid before the owners at an annual meeting; electing directors; appointing an auditor and fixing or authorizing the Board to fix his remuneration and for the transaction of such other business as may properly be brought before the meeting. Not more than six (6) months shall elapse following the date of the fiscal year end of the Corporation before the holding of the next annual general meeting.

- 4.2 Other Meetings: The Board may at any time call meetings of the owners of the Corporation to be held at such time and at such place within the City of Woodstock or such other location as may be convenient as may be set out in the notice for the transaction of any business, the nature of which shall be specified in the notice calling the meeting. The Board shall also call a meeting upon notice in writing of fifteen percent (15%) of the owners who together own at least fifteen percent (15%) of the units. Such meetings shall be held within thirty-five (35) days of the giving of such notice. If the Board does not within thirty-five (35) days from the date of any such notice call and hold such meetings, any of the owners may call the meeting which shall be held within forty-five (45) days from the date of receipt of the notice by the Board. The notice calling such meeting shall state the general nature of the business to be presented at the meeting, shall be signed by the owners who gave such notice and shall be deposited at the address for service of the Corporation.
- 4.3 Notices: Notice of the time and place of each annual, regular or other meeting of the owners shall be given not less than fifteen (15) days before the day on which the meeting is to be held, to the auditor of the Corporation, and to each owner, and mortgagee who is entered on the register. Such notices shall be in writing and shall be given to each owner personally, or by prepaid mail addressed to him at his unit, or as otherwise provided by the Act, and to each mortgagee entitled to vote, personally or by prepaid mail addressed to him at the address provided in the notice required to be given by the mortgagee as provided for hereafter. The Corporation shall not be obliged to give notice to any owner who has not notified the Corporation that he has become an owner or to any mortgagee who has not notified the Corporation of an address for service. Notice of meetings as hereinbefore required shall specify the place, the date, and the hour thereof and the nature of the business to be presented. Any required notice shall be deemed to be sufficiently given if given in accordance with this clause.
- 4.4 Reports and Minutes: A copy of the Financial Statement and a copy of the Auditor's report shall be given to every owner and mortgagee entered on the register concurrently with the giving of the notice of the annual meeting. The Board shall lay before each annual meeting of owners a financial statement made in accordance with generally accepted accounting principles, the report of the auditor, if one has been engaged by the Corporation, to the owners and such further information respecting the financial position of the Corporation as the By-laws of the Corporation require.
- 4.5 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, any others entitled to vote thereat, the auditor of the Corporation the directors and officers of the Corporation and others who although not entitled to vote, are entitled or required to be present at the meeting. Any other person may be admitted only on the invitation of the Chairman of the meeting or with the consent of the meeting.
- 4.6 Quorum: At any meeting of owners, a quorum shall be constituted when persons entitled to receive notice of the meeting and to vote at the meeting and owning not less than twenty five (25%) of the units are present in person or represented by proxy at such meeting.
- 4.7 Right to Vote: At each meeting of owners, every owner shall be entitled to vote who is entered on the register as an owner or has given written notice to the Corporation at its address for service that he is an owner. If a unit has been mortgaged, the person who mortgaged such unit (or his proxy) may nevertheless represent such unit at a meeting and vote in respect thereof, unless in the instrument creating the mortgage he has or is deemed to have authorized or empowered the mortgagee to vote, and the mortgagee has exercised such right in the manner required by the Act. In that event such mortgagee (or his proxy) may attend meetings and vote in respect of such unit. Any dispute over the right to vote shall be resolved by the Chairperson of the meeting upon reviewing such evidence as he may deem sufficient. All voting by such owners or mortgagees shall be on the basis of one vote per unit. Except where a unanimous vote of all owners is required by the By-laws or the Act, an owner is not entitled to vote at any meeting if any contributions payable in respect of his unit are in arrears for more than thirty days prior to the meeting. This provision shall apply notwithstanding anything contained herein or in the Declaration to the contrary, but nothing herein or in the Declaration shall limit the right of a mortgagee to exercise the right of the owner to vote at such a meeting pursuant to a proxy contained in its mortgage.

- 4.8 Method of Voting: At any general or other meeting, any question shall be decided by a show of hands unless a recorded vote is demanded by a person, entitled to vote in person or by proxy, and unless a recorded vote is so demanded a declaration by the Chairperson that such question has by the show of hands been carried is prima facie proof of that fact.
- 4.9 Representatives: An executor, administrator, committee of a mentally incompetent person, attorney, guardian or trustee (and where a corporation acts in such capacity any person duly appointed a proxy for such corporation) upon filing with the Secretary of the meeting sufficient proof of his appointment, shall represent the owner or mortgagee at all meetings of the members of the Corporation and may vote in the same manner and to the same extent as such member. If there be more than one executor, administrator, committee, attorney, guardian or trustee, the provisions of paragraph 11 of this Article shall apply
- 4.10 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 power as if the owner or mortgagee were present at the meeting. The instrument appointing a proxy shall be in writing signed by the appointer or his attorney authorized in writing.
- The instrument appointing a proxy shall be deposited with the Secretary of the meeting before any vote is cast under its authority.
- 4.11 Co-Owners: If a unit or a mortgage on a unit is owned by two or more persons, any one of them present or represented by proxy may in the absence of the other or others vote, but if more than one of them are present or represented by proxy, they shall vote in the same way, failing which the vote for such unit shall not be counted. All voting by such owners or mortgagees shall be on the basis of only one vote per unit in any event.
- 4.12 Votes to Govern: At all meetings of owners every question shall, unless otherwise required by the Act or the Declaration or By-laws be determined by a majority of the votes duly cast on the question.

ARTICLE 5 THE CORPORATION

- 5.1 Duties of the Corporation: The duties of the Corporation shall include, but shall not be limited to the following:
- (a) Control, management, administration, operation, care, upkeep and maintenance of the common elements and assets of the Corporation;
 - (b) Collection of the common expense charges from the owners;
 - (c) Obtaining and maintaining insurance for the Property as may be required by the Act, the Declaration or the By-laws;
 - (d) Repairing and restoring the common elements in accordance with the provisions of the Act, the Declaration and By-laws;
 - (e) Causing audits to be made after every year end and making auditors' statements available to the owners and mortgagees as required by the Declaration or the Act;
 - (f) Keeping accurate accounting records and keeping such records open for inspection at the request of unit owners upon reasonable notice;
 - (g) Establishing and maintaining one or more reserve funds;
 - (h) Effecting compliance with the Act, the Declaration, the By-laws and the rules and regulations from time to time.
- 5.2 Powers of the Corporation: The powers of the Corporation shall include, but shall not be limited to the following:
- (a) Employment and dismissal of personnel necessary for the maintenance and operation of the common elements;

- (b) Adoption and amendment of rules and regulations concerning the operation and use of the Property;
- (c) Employment of a property manager 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 a manner as the Board may deem reasonable;
- (e) Investing reserves held by the Corporation, provided that such investment shall be those permitted by the *Trustee Act* of Ontario or any successor statute and amendments thereto, and convertible into cash in not more than ninety (90) days;
- (f) To settle, adjust, compromise or refer to arbitration or the courts any claim or claims which may be made upon or which may be asserted on behalf of the Corporation;
- (g) To borrow such amounts as in its discretion are necessary or desirable in order to carry out the objects and duties of the Corporation and to secure any such loan by mortgage, pledge or charge of any asset owned by the Corporation and to add the repayment of such loan to the common expenses, subject to approval of each such borrowing or loan by the owners at a meeting duly called for that purpose;
- (h) To retain and hold any securities or other property, whether real or personal, which shall be received by the Corporation, whether or not the same is authorized by any law, present or future for the investment of trust funds;
- (i) To sell, convey, exchange, assign or otherwise deal with any real or personal property at any time owned by the Corporation at such price, on such terms and in such manner as the Corporation in its sole discretion deems advisable and to do all things and execute all documents required to give effect to the foregoing subject to the provisions of s. 97 of the Act.

ARTICLE 6 BOARD OF DIRECTORS

- 6.1 **Board:** The Board shall manage the affairs of the Corporation.
- 6.2 **Standard of Care:** Every director of the Corporation shall exercise the powers and discharge the duties of his office honestly and in good faith.
- 6.3 **Quorum:** Until changed by a by-law, the number of directors shall be not less than three (3), of whom one-half or more shall constitute a quorum for the transaction of business at any meeting of the Board. Notwithstanding vacancies, the remaining directors may exercise all the powers of the Board so long as a quorum of the Board remains in office.
- 6.4 **Qualification:** Each director shall be eighteen (18) or more years of age and need not be a unit owner of the Corporation. No undischarged bankrupt or mentally incompetent person shall be a director. A person immediately ceases to be a director if:
 - (a) the person becomes an undischarged bankrupt or mentally incompetent person;
 - (b) the person is a related person, as defined in the *Income Tax Act* (Canada), with any other director in office; or
 - (c) a certificate of lien has been registered under subsection 85 (2) against a unit owned by the person and the person does not obtain a discharge of the lien under subsection 85 (7) within 90 days of the registration of the lien.
- 6.5 **Term:** The directors of the Corporation shall be elected in rotation to serve a term of three (3) years and upon the expiration of their respective terms of office shall retire, but shall be eligible for re-election.

- 6.6 Removal of Director and Filling of Vacancies: Any director may be removed before the expiration of his term by a vote of owners who together own a majority of the units, and the owners may elect, in accordance with the By-laws dealing with the election of directors, any person qualified to be a member of the Board under the Declaration or By-laws for the remainder of the term of the director removed. If a vacancy in the membership of the Board occurs other than by removal by the owners as provided for above or as a result of the number of directors being increased, the majority of the remaining members of the Board may appoint any person qualified to be a member of the Board under the Declaration or By-laws to fill the vacancy until the next annual meeting, at which time the vacancy shall be filled by election by the owners.
- 6.7 Calling of Meetings: Meetings of the Board shall be held from time to time at such place and at such time and on such day as a quorum of the directors may determine, and the Secretary shall call meetings when directly authorized by the said quorum of directors. Notice of any meeting so called shall be given personally, by ordinary mail or any other acceptable notice of communication to each director not less than three clear days before the time when the meeting is to be held, save that no notice of a meeting shall be necessary if all the directors are present and consent to the holding of such meeting or if those absent have waived notice of or otherwise signified in writing their consent to the holding of such meeting.
- 6.8 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.
- 6.9 Interest of Directors in Contracts:
- (a) Every director of the Corporation who has, directly or indirectly, any material interest in any material contract or transaction to which the Corporation is or is to be a party, other than a contract or transaction in which his interest is limited solely to his remuneration as a director, officer or employee, shall declare in writing his interest in such contract or transaction at a meeting of the directors of the Corporation and shall at that time disclose the nature and extent of such interest including, as to any contract or transaction involving the purchase or sale of property by or to the Corporation, the cost of the property to the purchaser and the cost thereof to the seller, if acquired by the seller within five years before the date of the contract or transaction, to the extent to which such interest or information is within his knowledge or control, and shall not vote and shall not in respect of such contract or transaction be counted in the quorum.
 - (b) The written declaration required in subsection (a) shall be made at the meeting of the directors at which the contract or transaction is first considered, or if the director is not at the date of the meeting interested in the contract or transaction, at the next meeting of the directors held after he becomes so interested, or if the director becomes interested in a contract or transaction after it is entered into, at the first meeting of the directors held after he becomes so interested, or if a contract or a transaction is one that in the ordinary course of the Corporation's business would not require approval by the directors or owners, at the first meeting of the directors held after the director becomes aware of it.
 - (c) If a director has made a declaration and disclosure of his interest in a contract or transaction in compliance with this paragraph 6.9 and has not been present during discussions regarding the contract or transaction and has not voted in respect of the contract or transaction at the meeting of the directors of the Corporation, the director, if he was acting honestly and in good faith at the time the contract or transaction was entered into, is not by reason only of his holding the office of director accountable to the Corporation or to its owners for any profit or gain realized from the contract or transaction, and the contract or transaction is not voidable by reason only of the director's interest therein.
 - (d) Notwithstanding anything in this paragraph 6.9, a director, if he was acting honestly and in good faith, is not accountable to the Corporation or to the owners for any profit or gain realized from any such contract or transaction by reason only of his holding the office of director, and the contract or transaction is not, by reason only of the director's interest therein, voidable.

- (i) if the contract or transaction is confirmed or approved by at least two-thirds of the votes cast at a meeting of the owners duly called for that purpose; and
 - (ii) if the nature and extent of the director's interest in the contract or transaction are declared and disclosed in reasonable detail in the notice calling the meeting. For the purpose of this paragraph 6.9, a general notice to the directors by a director declaring that he is a director or officer of or has a material interest in an entity that is a party to a contract or proposed contract with the Corporation is a sufficient declaration of interest in relation to any contract so made.
- 6.10 Protection of Directors and Officers: No director or officer of the Corporation shall be liable for the acts, neglect or default of any other director or officer or for joining in any act for conformity or for any loss or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired by order of the Board for or on behalf of the Corporation, or for the insufficiency or deficiency of any security in or upon which any of the monies of the Corporation shall be invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any of the monies, securities or effects of the Corporation shall be deposited or for any loss occasioned by an error of judgment or oversight on his part or for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto, provided that such director or officer acted honestly and in good faith, and has exercised the care, diligence, and skill that a reasonably prudent person would exercise in comparable circumstances.
- 6.11 Indemnity of Directors and Officers: Subject to the provisions of subsection 2, section 38 of the Act, every director or officer of the Corporation and his heirs, executors and other legal personal representatives shall from time to time and at all times be indemnified and saved harmless by the Corporation from and against:
- (a) any liability and all costs, charges and expenses which such director or officer sustains or incurs in respect of any action, suit or proceeding which is proposed or commenced against him for or in respect of anything done, omitted to be done or permitted or refused to be permitted by him in respect of the execution of the duties of his office:
 - (b) all other costs, charges, and expenses which he properly sustains or incurs in respect of the affairs of the Corporation; provided such director or officer acted honestly and in good faith.

ARTICLE 7
OFFICERS

- 7.1 Standard of Care: Every officer of the Corporation shall exercise the powers and discharge the duties of his office honestly and in good faith.
- 7.2 Elected Officers: At the first meeting of the Board 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 successor is elected. A vacancy occurring from time to time in such office may be filled by the Board from among its members.
- 7.3 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 secretary and of treasurer, he may be known as Secretary-Treasurer. A vacancy occurring from time to time in such offices may be filled by the Board.
- 7.4 Term of Office: The officers of the Corporation shall be elected or appointed to hold office until the first meeting of the Board after the next annual meeting following their election or appointment. The officers shall be eligible for re-election or re-appointment. Officers may continue to act until their successors are elected or appointed. In the absence of a written agreement to the contrary, the Board may remove at its pleasure any officer of the Corporation at any time.

- 7.5 President: The President shall, when present, preside at all meetings of the owners and of the Board and shall be charged with the general supervision of the business and affairs of the Corporation. 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.
- 7.6 Vice-President: During the absence of the President his duties may be performed and his powers may be exercised by the Vice-President. No Vice-President shall preside at a meeting of the Board or at a meeting of owners who is not qualified to attend the 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.
- 7.7 Secretary: The Secretary shall give or cause to be given all notices required to be given to the owners, directors, auditors, mortgagees and all others entitled thereto; he 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 shall be the custodian of all books, papers, records, documents and other instruments belonging to the Corporation and he shall perform such other duties as may from time to time be prescribed by the Board.
- 7.8 Treasurer: The Treasurer shall keep or cause to be kept full and accurate books of account in which shall be recorded all receipts and disbursements of the Corporation and, under the direction of the Board, shall control the deposit of money, the safekeeping of securities and the disbursements of the funds of the Corporation; he shall render to the Board at the meeting thereof or whenever required of him an account of all his transactions as Treasurer and of the financial position of the Corporation; and he shall perform such other duties as may from time to time be prescribed by the Board. The offices of Secretary and Treasurer may be combined.
- 7.9 Other Officers The duties of all other officers of the Corporation shall be such as the terms of their engagement call for or the Board requires of them. Any of the powers and duties of an officer to whom an assistant has been appointed may be exercised and performed by such assistant unless the Board otherwise directs.
- 7.10 Agents, and Attorneys: The Board shall have power from time to time to appoint agents or attorneys for the Corporation with such powers of management or otherwise (including the power to sub-delegate) as may be thought fit.
- 7.11 Property Manager The Property Manager, if one be appointed, shall have the general management and direction, subject to the authority of the Board and the supervision of the President, of the Corporation's business and affairs and the power to appoint and remove any and all employees and agents of the Corporation not elected or appointed directly by the Board and to settle the terms of their employment and remuneration.

The terms of employment and remuneration of the Property Manager appointed by the Board shall be settled from time to time by the Board.

ARTICLE 8 **BANKING ARRANGEMENTS AND CONTRACTS**

- 8.1 Banking Arrangements: The banking business of the Corporation or any part thereof shall be transacted with such bank, credit union or trust company as the Board may designate, appoint or authorize from time to time by resolution and all such banking business or any part thereof shall be transacted on the Corporation's behalf by such one or more officers or other persons as the Board may designate, direct or authorize from time to time by resolution, and to the extent therein provided, including, without restricting the generality of the foregoing, the operation of the Corporation's accounts, the making, signing, drawing, accepting, endorsing, negotiating, lodging, depositing or transferring of any cheques, promissory notes, drafts, bankers acceptances, bills of exchange and orders relating to any property of the Corporation; the execution of any agreement relating to such banking business and defining the rights and powers of the parties thereto; and the authorizing of any officer of such banker to do any act or thing on the Corporation's behalf to facilitate such banking business.

- 8.2 Execution of Instruments: Deeds, transfers, assignments, contracts and obligations on behalf of the Corporation may be signed by any two of the President, Vice-President, or Secretary, or any other Director. Any contract or obligation within the scope of any management agreement entered into by the Corporation may be executed on behalf of the Corporation in accordance with the provisions of such management agreement. Notwithstanding any provisions to the contrary contained in the By-laws of the Corporation, the Board may at any time and from time to time direct the manner in which the person or persons by whom any particular deed, transfer, contract or obligation or any class of deeds transfers contracts or obligations of the Corporation may or shall be signed.
- 8.3 Execution of Certificates under Subsection 1 of Section 76 of the Act: Certificates provided pursuant to Subsection 1 of Section 76 of the Act may be signed by any officer or any director of the Corporation provided that the Board may by resolution direct the manner in which, and the person by whom, such certificates may or shall be signed.

ARTICLE 9 **FINANCIAL**

- 9.1 Until otherwise ordered by the Board, the financial year of the Corporation shall end on the 31st day of March in each year or on such other day as the Board by resolution determines.

ARTICLE 10 **NOTICE**

- 10.1 Method of Giving Notice by the Corporation: Any notice, communication or other document, including budgets and notices of assessments required to be given or delivered by the Corporation shall be sufficiently given if delivered personally to the person to whom it is to be given, or if delivered to the address noted in the record required pursuant to Section 47 (1) of the Act (the "register"), or if mailed by prepaid ordinary mail in a sealed envelope addressed to him at such address, or if sent by means of wire or wireless or any other form of transmitted or recorded communication to such address, or as otherwise provided by the Act. Such notice, communication or document shall be deemed to have been given when it is delivered personally or delivered or mailed to the address aforesaid; provided that a notice, communication or document so mailed shall be deemed to have been given three (3) business days following its deposit in a post office or public letter box and a notice sent by any means of wire or wireless or any other form of transmitted or recorded communication shall be deemed to have been given when delivered to the appropriate communication company or agency or its representative for dispatch.
- 10.2 Notice to the Board or Corporation: Any notice, communication or other document to be given to the Board or Corporation shall be sufficiently given if mailed by prepaid ordinary mail in a sealed envelope addressed to it at the address for service of the Corporation set out in the Declaration or as changed in accordance with the provisions of the Act. Any notice, communication or document so mailed shall be deemed to have been given three (3) business days following its deposit in a post office or public letter box.
- 10.3 Omissions and Errors: The accidental omission to give any notice to anyone entitled thereto or the non-receipt of such notice or any error in any notice not affecting the substance thereof shall not invalidate any action taken at, any meeting held pursuant to such notice or otherwise founded thereon.

ARTICLE 11 **ASSESSMENT AND COLLECTION OF COMMON EXPENSES**

- 11.1 Duties of the Board: All expenses, charges and costs of maintenance or replacement of the common elements and any other expenses, charges or costs which the Board may incur or expend pursuant hereto shall be assessed by the Board and levied against the owners in the proportions in which they are required to contribute to the common expenses as set forth in the Declaration. The Board shall from time to time and at least annually prepare a budget for the 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. The Board shall allocate and assess such common expenses as are set out in the budget for such period among the owners according to the proportion in which they are required to contribute to the common expenses as set forth in the Declaration. The Board shall notify all owners promptly in writing of the amount of common expenses payable by each of them respectively determined as aforesaid and

shall deliver copies of each budget on which such common expenses are based, to all owners and mortgagees entered on the register.

- 11.2 Reserve Fund: The Corporation shall establish and maintain one or more reserve funds and shall collect from the owners, as part of their contribution towards common expenses, amounts that, calculated on the basis of expected repair and replacement costs and life expectancy of the common elements and the assets of the Corporation, are reasonably expected to provide sufficient funds for major repair and replacement of common elements and assets of the Corporation, but in no event shall the contributions to the reserve fund or funds be less than ten percent (10%) of the amount required for contributions to the common expenses exclusive of the reserve fund until completion of reserve fund study per Section 94 of the Act. Major repair and replacement shall be for long term, nonrecurring expenses of more than \$5,000.00 adjusted for inflation annually, in any fiscal year. No part of a reserve fund shall be used except for the purposes of major repair and replacement of common elements and assets of the Corporation. The amount of a reserve fund shall constitute an asset of the Corporation and shall not be distributed to any owner except on termination of the Corporation. Investment of reserve funds shall be in accordance with Section 115 of the Act.
- 11.3 Owner's Obligation: Each owner shall be obliged to pay to the Corporation or as it may direct the amount of the assessment for common expenses in equal monthly instalments on the first day of each and every month next following delivery of such assessment until such time as a new assessment shall have been delivered to such owner. Each unit owner shall deliver annually on the 1st day of June (or on such other day as the Corporation may determine) twelve (12) post-dated cheques representing payment of such owner's common expenses. Instead of post-dated cheques, the Board at its option may require each owner to provide the Corporation with a pre-authorized payment plan for the payment of common expenses.
- 11.4 Extraordinary Expenditures: Extraordinary expenditures not contemplated in the foregoing budget and for which the Board shall not have sufficient funds may be assessed at any time during the year in addition to the annual assessment, by the Board serving notices of such further assessment on all owners which shall include a written statement setting out the reasons for extraordinary assessment, and such extraordinary assessment shall be payable by each owner within thirty (30) days after the delivery thereof to such owner, or within such further period of time and in such instalments as the Board may determine.
- 11.5 Conveyance of a Unit: No owner shall be liable for the payment of any part of the common expenses assessed against his unit prior to a transfer by him of such unit but payable by him subsequent thereto, provided that he first gives notice of such assessment to the transferee of the unit.
- 11.6 Default: Default in Payment of Assessment:
 - (a) Arrears of payment required to be made under the provisions of this Article 11 shall bear interest at the rate of two percent (2%) per month, compounded monthly until paid, representing an annual rate of interest of 26.82%.
 - (b) In addition to any remedies or liens provided by the Act if any owner is in default in payment of any common expenses levied against him for a period of thirty (30) days, the Board may bring legal action for and on Behalf of the Corporation to enforce collection thereof and there shall be added to any amount found due all costs of such action including costs as between a solicitor and his own client.
- 11.7 Lien: Notwithstanding anything herein contained to the contrary, where the owner defaults in his obligation to contribute to the Corporation towards the common expenses in the proportion allocated to his unit, the Corporation has a lien for the unpaid amount against that unit and its appurtenant common interest together with all reasonable costs, charges and expenses incurred by the Corporation in connection with the collection or attempted collections of the unpaid amount. The said lien expires three months after the default that gave rise to the lien first occurred unless the Corporation within that time registers a notice of lien in the form prescribed by the Act, and where such notice is registered, no further notice or registration is required in respect of default in payment occurring or continuing after registration. The lien may be enforced in the same manner as a mortgage. Upon payment of the unpaid amount together with all reasonable costs, charges and expenses incurred by the Corporation in connection with the collection or attempted collection of the unpaid amount and upon demand, the Corporation shall give the owner a discharge in the form prescribed by the Act.

ARTICLE 12
DEFAULT

- 12.1 **Notice of Unpaid Common Expenses:** The Board whenever so required in writing by an owner or mortgagee, shall promptly report in writing and free of charge the common expenses due from, or any other default by the owner, and any common expenses assessed or other money claimed by the Corporation against the owner which are in default.
- 12.2 **Notice of Default:** The Board when giving notice of default in payment of common expenses or any other default to the owner of the unit, shall concurrently send a copy of such notice to each mortgagee of such unit, who is entered on the register.

ARTICLE 13
DAMAGE

- 13.1 **Procedure Where Damage Occurs:** Where the Board, pursuant to Section 123 of the Act, has determined that there has been substantial damage to twenty-five percent (25%) of the replacement cost of all of the buildings and structures on the property, a meeting of the owners shall be called for the purpose of voting for termination.
- 13.2 **Plans and Specifications:** A complete set of all the plans and specifications given to the Board, together with plans and specifications for any additions, alterations, or improvements from time to time made to the common elements, or to any unit with the prior consent in writing of the Board, shall be maintained, in the office of the Corporation at all times, for the use of the Corporation in rebuilding or repairing any damage to the buildings on the Property and for the use of any owner.

ARTICLE 14
INDEMNIFICATION

- 14.1 **Indemnification:** Each owner shall indemnify and save harmless the Corporation from and against any loss, costs, damage, injury or liability whatsoever which the Corporation may suffer or incur resulting from or caused by an act or omission of such owner, his employees and agents, any other occupant of his unit or any guests, lessee, invitees or licensees of such owner or occupant to or with respect to the common elements and/or all other Units except for any lost costs, including legal fees on a solicitor and client basis, damages injury or liability caused by an insured (as defined in any policy or policies of insurance) and insured against by the Corporation. All payments required pursuant to this clause are deemed to be additional contributions toward the common expenses and recoverable as such.

ARTICLE 15
RULES

- 15.1 **Making of Rules:** The Board may make rules respecting the use of common elements and units or any of them to promote the safety, security or welfare of the owners and of the property or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and of other units. The rules shall be reasonable and consistent with the Act, the Declaration and the By-laws.
- 15.2 **Effective Date:** Any rule made by the Board shall be effective thirty days after notice thereof has been given to each owner unless the Board is in receipt of a requisition in writing pursuant to Article 4, paragraphs 4.2 and 4.3 requiring a meeting of owners to consider the rule. In that event, such rule shall become effective only upon approval at such meeting of owners.
- 15.3 **Amendment or Repeal:** The owners may at any time after a rule becomes effective amend or repeal a rule at a meeting of owners duly called for that purpose.

ARTICLE 16
BORROWING

- 16.1 The Directors of the Corporation may from time to time:
- (a) borrow money on the credit of the Corporation;
 - (b) issue, sell or pledge securities (including bonds, debentures, debenture stock or other like liabilities) of the Corporation but no invitation shall be extended to the public to subscribe for any such securities;

- (c) charge, mortgage, hypothecate or pledge all or any currently owned or subsequently acquired real or personal, movable or immovable property of the Corporation, including book debts, rights, powers, franchises and undertaking, to secure any debt or liability of the Corporation.
- (d) 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 the foregoing clauses of this By-law to such extent and in such manner as the Directors shall determine at the time of such delegation; or
- (e) give indemnities to any Director or other person who has undertaken or is about to undertake any liability on behalf of the Corporation or any Corporation controlled by it, and secure any such Director or other person against loss by giving him 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;
- (f) provided that any borrowing not disclosed in the annual budget of the Corporation which would result in total borrowing aggregating more than TEN THOUSAND DOLLARS (\$10,000.00) shall require the approval of the Owners owning a majority of the Units at a duly called meeting of the Owners.

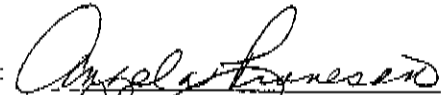
**ARTICLE 17
MISCELLANEOUS**

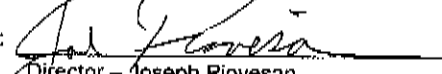
- 17.1 Invalidity: The invalidity of any part of this By-law shall not impair or affect in any manner the validity and enforceability or effect of the balance thereof.
- 17.2 Gender: The use of the masculine gender in this By-law shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include plural wherever the context so requires.
- 17.3 Waiver: No restriction, condition, obligation or provision contained in this By-Law shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.
- 17.4 Headings: The headings in the body of this By-Law form no part thereof but shall be deemed to be inserted for convenience of reference only.
- 17.5 Alterations: This By-law or any part thereof may be varied, altered or repealed by a by-law passed in accordance with provisions of the Act, and the Declaration.
- 17.6 Effective Date: Subject to its being confirmed by the unit owners, this by-law shall come into force when enacted by the Board, subject to the provisions of the Act.

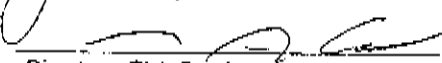
OXFORD STANDARD CONDOMINIUM CORPORATION NUMBER 111 hereby enacts the foregoing By-law No.1, pursuant to the provisions of the *Condominium Act, 1998*, S.O. 1998, Chapter 19.

DATED this 5th day of November, 2014

OXFORD STANDARD CONDOMINIUM CORPORATION NO. 111


Per: 
Director - Angela Piovesan

Per: 
Director - Joseph Piovesan

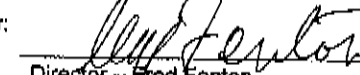
Per: 
Director - Rick Coad


Per: _____

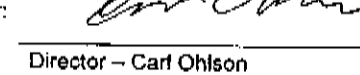
Per: 
Director - Michael Cullen

Per: 
Director - Lyle Wells

Per: 
Director - Don Hall

Per: 
Director - Fred Fenton

Per: 
Director - Douglas Goodbun

Per: 
Director - Carl Ohlson