

Condominium Act

CERTIFICATE

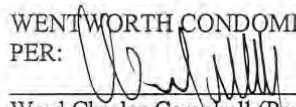
WENTWORTH CONDOMINIUM CORPORATION NO. 325

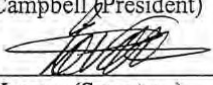
hereby certifies that the By-law Number 1 attached hereto was made in accordance with the Condominium Act, being Chapter 19, Statutes of Ontario, 1998, and any amendments thereto, the Declaration and the By-laws of the Corporation, and that the said By-law Number 1 has not been amended and is in full force and effect.

DATED at Hamilton, Ontario, this 5th day of September 2001.

WENTWORTH CONDOMINIUM CORPORATION NO. 325

PER:



Ward Charles Campbell (President)

Ronald Leslie Kovacs (Secretary)

We have authority to bind the Corporation.

BY-LAW NO. 1**WENTWORTH CONDOMINIUM CORPORATION NO. 325**

Be it enacted as a By-law of Wentworth Condominium Corporation No. 325
(the "Corporation") as follows:

ARTICLE I - DEFINITIONS

The terms used herein shall have ascribed to them the definitions contained in the Condominium Act, S.O. 1998, ch. 19, as amended (the "Act") and the Declaration registered in the Land Registry Office for the Land Titles Division of Wentworth.(No. 62) as Instrument Number WE53517 (the "Declaration").

ARTICLE II - SEAL

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

ARTICLE III • RECORDS TO BE KEPT BY THE CORPORATION**1. Records to be Maintained**

The Corporation shall maintain the following records:

- (a) a copy of the Declaration, description and By-laws as registered,
- (b) a copy of all rules,
- (c) minutes and records of all meetings of Directors or owners and a copy of all resolutions passed by the Board of Directors or the owners,
- (d) a copy of all notices sent on behalf of the Corporation,
- (e) a copy of all contracts, easements, licences, leases and other documents to which the Corporation is a party or which otherwise relate to the Corporation,
- (f) the names and addresses of all owners and chargees who have notified the Corporation of their respective entitlement to vote and of an address for service,
- (g) the names and addresses of all directors and officers and the date upon which their terms of office commence and end,
- (h) the names of all tenants of units,
- (i) a copy of all financial statements, financial reports, business records, receipts and disbursements on account of common expenses, budgets and special assessments.

2. Records to be Provided to Owners and Chargees

The Corporation shall provide to owners and chargees the following records:

- (a) a copy of the financial statements and a copy of the auditor's report shall be furnished to every owner and chargee entered on the register when they are available,
- (b) a copy of the minutes of meetings of members of the board shall within thirty days of the date of such meeting be furnished to each owner and chargee who has requested same,
- (c) the books, records and papers of the Corporation shall at all times upon reasonable notice be made available during business hours for inspection by any owner or chargee, and

- (c) the books, records and papers of the Corporation shall at all times upon reasonable notice be made available during business hours for inspection by any owner or chargee, and
- (d) additional copies of the Declaration, By-laws and rules shall be made available to any owner or chargee, upon request, at a reasonable cost.

ARTICLE IV THE CORPORATION

1. Duties of the Corporation

The duties of the Corporation shall include, without limitation, the following:

- (a) operator, care, upkeep, maintenance and repair of the common elements and assets of the Corporation,
- (b) collection from the owners of the common expenses contributions and the cost of hydro consumed within the units,
- (c) arranging for the supply of gas, electricity, water and other utilities to the property except where the Corporation is prevented from carrying out such duty by reason of any event beyond the reasonable control of the Corporation; if any apparatus or equipment used in effecting such supply of gas, electricity, water or other utility at any time becomes incapable of fulfilling its function or is damaged or destroyed, the Corporation shall have reasonable time within which to repair or replace such apparatus and the Corporation shall not be liable for indirect or consequential damages or for damages for personal discomfort or illness by reason of such breach of duty,
- (d) obtaining and maintaining insurance for the property as may be required,
- (e) repairing and restoring of the common elements in accordance with the provisions of the Act, the Declaration and the By-laws,
- (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,
- (g) causing audits to be made after every year end and making auditor's statements available to the owners and chargees as required,
- (h) preparation of an estimated budget in accordance with Article XI hereof,
- (i) keeping accurate accounts and sending to each owner an annual statement of income and expenditures in respect thereto and keeping such accounts open for inspection by owners,
- (j) establishing and maintaining one or more reserve funds in accordance with the Act,
- (k) effecting compliance with the Act, the Declaration, the By-laws and the rules from time to time,
- (l) preparing estoppel certificates as required by the Act,
- (m) employing and dismissing personnel necessary for the maintenance and operation of the common elements,
- (n) preparing budgets and maintaining complete and up-to-date corporate records of all meetings, and
- (o) delivering all notices required by the Act, the Declaration or By-laws and calling and holding meetings as required.

Notice of every meeting of the owners shall be in writing specifying the place, the date and the hour hereof and the nature of the business to be presented and shall be given not less than ten days before the day on which the meeting is to be held, to the auditor of the Corporation and to each owner and chargee who is entered on the record at the date of giving of such notice. The Corporation shall not be obliged to give notice to any chargee who has not notified the Corporation that he has become a chargee and has been authorized or empowered in his charge to exercise the right of the chargor to vote.

4. Persons Entitled to be Present

The only persons entitled to attend a meeting of owners shall be the owners and chargees entered on the record, and the spouses of such owners and any others entitled to vote thereat, the auditors, Directors, officers, accountants and solicitors of the Corporation, a representative of the manager of the property and others who, although not entitled to vote, are entitled or required under the provisions of the Act or by By-laws 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.

5. Quorum

Unless otherwise provided in the Act, at any meeting of owners, a quorum shall be constituted when persons entitled to vote and together representing not less than thirty-three and one-third percent of the residential units are present in person or represented by proxy at such meeting. If thirty minutes after the time appointed for the holding of any meeting of owners, a quorum is not present, the meeting shall be dissolved.

6. Right to Vote

At each meeting of owners, every owner of a residential unit shall be entitled to vote who is entered on the record as an owner or has given notice to the Corporation in a form satisfactory to the chairman of the meeting that he is the owner. If a unit has been charged, the owner who is the chargor of such unit (or his proxy) may nevertheless represent such unit at meetings and vote in respect thereof unless the chargee shall notify the Corporation and the owner of its intention to exercise the right to vote at least two days before the date specified in the notice for the meeting. Any dispute over the right to vote shall be resolved by the chairman of the meeting upon such evidence as he may deem sufficient. The number of votes to which each such owner or chargee is entitled shall be one vote for each residential unit.

7. Method of Voting

At any general or special meeting, any question shall be decided by a show of hands unless a poll is demanded by an owner or chargee present in person or by proxy, and unless a poll is so demanded, a declaration by the chairman that such question has by the show of hands been carried is prima facie proof of the fact without proof of the number of votes recorded in favour of or against such question; provided, however, that voting for the election of Directors shall be by ballot only.

8. Representatives

An executor, administrator, committee of a mentally incompetent person, guardian or trustee (and where a Corporation acts in such capacity any person duly appointed a proxy for such Corporation) upon filing with the secretary of the meeting sufficient proof of his appointment, shall represent the owner or chargee at all meetings of the owners and may vote in the same manner and to the same extent as such owner or chargee. If there be more than one executor, administrator, committee, guardian or trustee, the provisions of paragraph 10 of this Article shall apply.

9. Proxies

Every owner or chargee entitled to vote at meetings of owners may by instrument in writing appoint a proxy who need not be an owner or chargee 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 chargee were present at the meeting. The instrument appointing a proxy shall be in writing signed by the appointee 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.

10. Co-Owners

If a unit or a charge 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 and more than one of them vote, they shall vote in the same way, failing which, the vote for such unit shall not be counted.

11. Vote to Govern

At all meetings of owners, every question shall be decided by a majority of the votes duly cast on the question or such other proportion as may be otherwise required by the Act, the declaration or the By-laws.

ARTICLE VI - BOARD OF DIRECTORS

1. Management

The affairs of the Corporation shall be managed by the Board

2. Quorum

Until changed by a By-law, the number of Directors shall be three of whom a majority 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.

3. Qualifications

Each Director shall be eighteen or more years of age. No Director need be the owner of a unit.

4. Election and Term

The Directors of the Corporation shall be elected in rotation and shall be eligible for re-election. At the first meeting of the owners held to elect Directors, one Director shall be elected to hold office for a term of one year; one Director shall be elected to hold office for a term of two years; and one Director shall be elected to hold office for a term of three years. If more than one of such Directors whose terms are not of equal duration shall resign or be removed from the Board prior to the expiration of their respective terms, and shall be replaced at a meeting of owners called for that purpose, the Director(s) receiving the greater votes shall complete the longest remaining terms of the resigning Directors. At each annual meeting thereafter, a Director shall be elected for a term of three years to replace the retiring Director.

5. 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 any two Directors may determine and the secretary shall call meetings when directly authorized by the President or by any two Directors. Not less than 48 hours notice is to be given to the Directors of a meeting. Unless otherwise provided in the By-laws, notice of any meeting so called shall be given in accordance with Article X 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.

6. 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 meeting.

7. First Meeting of New Board

The Board may, without notice, hold its first meeting for the purpose of organization and the election and appointment of officers, immediately following the meetings of owners at which time the Directors or such Board were elected, provided a quorum of Directors is present.

8. 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 the 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 or 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 which might happen in the execution of the duties of his office or in relation thereto unless the same shall happen through his own dishonest or fraudulent act or acts.

9. Indemnity of Directors and Officers

Every Director or officer of the Corporation and his heirs, executors and administrators and other legal personal representatives shall 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 proceedings that is brought, commenced or prosecuted against him for or in respect of anything done or permitted by him in respect of the execution and the duties of his office;
- (b) all other costs, charges and expenses which he properly sustains or incurs in relation to the affairs of the Corporation.

The Corporation shall purchase and maintain insurance for the benefit of each Director or officer in order to indemnify him against any liability, cost or charge or expense (the "Liabilities") incurred by him in the execution of his duties provided that such insurance shall not indemnify him against the Liabilities incurred by him as a result of a contravention of Section 24 (1) of the Act.

10. Removal of Directors

Any Director may be removed before the expiration of his term by a vote of persons representing a majority of the residential units.

ARTICLE VII - OFFICERS

1. Elected Officers

At the first meeting of the Board, after the election of Directors, the Board shall elect from among its members a President. In default of such elections the then incumbent President, if still a member of the Board, shall hold office until his successor is elected. A vacancy occurring from time to time in such office may be filled by the Board from among its members.

2. Appointed Officers

From time to time, the Board shall appoint a secretary and may appoint one or more vice-presidents, a general manager, a treasurer and such other officers as the Board may determine, including one or more assistants to any of the officers so appointed. 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 office of treasurer, he may be known as secretary-treasurer. 7

3. Term of Office

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

4. President

The President shall, when present, preside at all meetings of the 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.

5. Vice-president

During the absence of the President, his duties may be performed and his powers may be exercised by the vice-president or if there are more than one, then 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 owners who is not qualified to attend the meeting as 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 further duties and exercise such & other powers as the Board may prescribe.

6. General Manager

Subject to the authority of the Board and the supervision of the President, the general manager, if one is appointed, shall be responsible for the general management and direction of the Corporation's business and affairs and shall have the power to appoint and remove any and all employees and agents of the Corporation not elected or appointed directly by the Board and to settle the terms of their employment and remuneration.

7. Secretary

The secretary shall:

- (a) give, or cause to be given, all notices required to be given to the owners, Directors, chargees and all others entitled thereto,
- (b) attend meetings of the Directors and of the owners and enter or cause to be entered in books kept for that purpose minutes of all proceedings at such meetings,
- (c) be the custodian of all books, papers, records, documents and other instruments belonging to the Corporation, and
- (d) perform such other duties as may from time to time be prescribed by the Board.

8. Treasurer

The treasurer shall:

- (a) 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,
- (b) control the deposit of money, the safekeeping of securities and the disbursement of the funds of the Corporation,
- (c) at meetings of the Board or whenever the Board may require of him, render to the Board accounts of all his transactions as treasurer and of the financial position of the Corporation, and
- (d) perform such other duties as may from time to time be prescribed by the Board.

9. Other Officers

The duties of all other officers of the Corporation shall be such as the terms of their engagement call for or the Board requires of them. Any of the powers and duties of an officer to whom an assistant has been appointed may be exercised and performed by such assistant unless the Board otherwise directs.

10. Agents and Attorneys

The Board shall have power from time to time to appoint agents or attorneys for the Corporation with such powers of management or otherwise (including the power to sub-delegate) as the Board may, in its discretion, see fit.

ARTICLE VIII

BANKING ARRANGEMENTS AND CONTRACTS

1. Banking Arrangements

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

2. Execution of Instruments

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 obligations 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, the Board may at any time and from time to time direct the manner in which the person or persons by whom any particular transfer, contract or obligation or any class of transfer, contract or obligation of the Corporation may or shall be signed.

3. Execution of Certificates

Notices/Certificates provided pursuant to section 86 of the Act may be signed by any officer or any Director or the manager 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 IX - FISCAL YEAR

Until otherwise ordered by the Board, the fiscal year (the "Fiscal Year") shall end as of the 31st day of December in each year or on such other day as the Board by resolution may determine (the "Fiscal Year End").

ARTICLE X • NOTICE

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 or, if mailed by prepaid ordinary mail or registered 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. Any notice, communication or other document to be given by the Corporation to any other person entitled to notice and who is not an owner shall be given or delivered to such person in the manner aforesaid to the address shown for him on the record. Such notice, communication or document shall be deemed to have been given when it is delivered personally or delivered to the address aforesaid; provided that a notice, communication or document so mailed shall be deemed to have been given on the second business day after it is deposited 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.

2. Notice of the Board of 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 or registered mail in a sealed envelope addressed to it at the address for service of the Corporation set out in the Declaration, or such other address as has been determined in accordance therewith. Any notice, communication or document so mailed shall be deemed to have been given when deposited in a post office or public letter box.

3. Omissions and Errors

The accidental and unintentional omission to give any notice to anyone entitled thereto or the non-receipt of such notice or any error in any notice not affecting the substance thereof shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise founded thereon.

ARTICLE XI

ASSESSMENT AND COLLECTION OF COMMON EXPENSES

1. Duties of the Board Re Common Expenses

The common expenses as specified in the Act and the Declaration 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 specified in the Declaration. The Board shall, from time to time, and at least annually, prepare a budget for the property and determine by estimate the amount of common expenses for the next ensuing financial year or remainder of the current financial year, as the case may be. The Board shall allocate and assess such common expenses as set out in the budget for such period among the owners according to the proportions in which they are required to contribute as so specified.

2. Duties of the Board Re Reserve Fund

In addition, the Board shall make provisions for the establishment and maintenance of one or more reserve funds in the annual budget for major repair and replacement of common elements and assets of the Corporation. The Corporation shall establish and maintain such fund or funds and shall collect from the owners as part of their contribution towards the common expenses amounts that the Board determines sufficient for such major repair and replacement calculated

on the basis of expected repair and replacement costs and life expectancy of things comprising the common elements and assets of the Corporation. 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 each budget on which such common expenses are based to all owners.

3. Owner's Obligations

Each owner shall be obliged to pay to the Corporation, or as it may direct, the amount of common expenses assessed against each owner in equal monthly payments on the first day of each and every month 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 number of post-dated cheques covering the monthly common expense payments payable during the period to which such assessment relates.

4. Extraordinary Expenditures

Extraordinary expenditures not contemplated in any 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 giving notice of such further assessment setting out the reasons for the extraordinary assessment and such extraordinary assessment shall be payable by each owner within ten days after such notice has been given or within such further period of time and in such instalments as the Board may determine.

5. Transfer of Unit

No owner shall be liable for the payment of any part of the common expenses assessed against his unit prior to a transfer of such unit but payable subsequent thereto provided that he has given notice of such assessment to the transferee of the unit.

6. Default in Payment of Assessment

(a) Arrears of payments required to be made under the provisions of this Article XI shall bear interest at a rate equal to the aggregate of the prime rate from time to time charged by a Canadian chartered bank designated by the Board and five percent and shall be compounded monthly 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.

(b) In addition to any remedies or liens provided by the Act, if any owner is in default in payment of a common expense assessed against him for a period of fifteen days, the Board may bring an action on behalf of the Corporation to enforce collection thereof and there shall be added to any amount found due all costs of such action including costs as between a solicitor and his own client.

ARTICLE XII

DEFAULT

1. Notice of Unpaid Common Expenses

The Board, whenever so requested in writing by any owner or chargee entered on the record, shall promptly report any then unpaid common expenses due from, or any other default, by any owner, and any common expenses assessed or other money claims by the Corporation against the owner, which are at least thirty days past due.

2. Notice of Default

The Board, when giving notice of default in payment of common expenses or any other default to the owner of any unit, shall concurrently send a copy of such notice to each chargee of such unit who is entered on the record or who has requested that such notice be sent to him.

ARTICLE XIII

MISCELLANEOUS

1. **Invalidity**

The invalidity of any part of this By-law shall not impair or affect in any manner the validity and enforceability or effect of the balance thereof.

2. **Gender**

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

3. **Waiver**

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

4. **Headings**

The headings in the body of this By-law form no part thereof but shall be deemed to be inserted for convenience of reference only.

5. **Alterations**

This By-law or any part thereof may be varied, altered or repealed by a By-law passed in accordance with the provisions of the Act and the Declaration.

ARTICLE XIV - RULES AND REGULATIONS

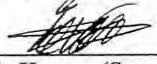
1. The rules and regulations attached hereto as Schedule "A" shall be observed by the owners and the term "Owner" shall include the owner or any other person occupying the unit with the owner's approval. Any amendments thereto shall be effected by a vote of the members of the Corporation, who, together, own a majority of the units.

The foregoing By-Law No. 1 is hereby enacted and passed by the Corporation and sealed with the corporate seal of the Corporation this 5th day of September, 2001

WENTWORTH CONDOMINIUM CORPORATION NO. 325

PER: 

Ward Charles Campbell (President)



Ronald Leslie Kovacs (Secretary)

We have authority to bind the Corporation.