

CCC150

TO: THE MASTER OF TITLES AT OTTAWA

DECLARATION
PART 1
MANDATORY STATUTORY PROVISIONS

ARTICLE 1

OWNER

DOUGLAS MacDONALD HOMES LIMITED, a company incorporated under the laws of the Province of Ontario, having its head office at 3856 Richmond Road, in the Township of Nepean, in the Regional Municipality of Ottawa-Carleton, in the province of Ontario, declares that it is the owner in fee simple of the lands and premises in the Township of Gloucester, in the Regional Municipality of Ottawa-Carleton, as more particularly described in Schedule "A" hereto.

ARTICLE 11

STATEMENT OF INTENTION

DOUGLAS MacDONALD HOMES LIMITED intends that the said lands and premises and interests appurtenant thereto as described in Schedule "A" hereto as is more particularly described in the Description that is submitted herewith for registration be governed by The Condominium Act, Revised Statutes of Ontario 1970, Chapter 77 and any amendments thereto, hereinafter referred to as "the Act".

ARTICLE 111

CONSENT OF REGISTERED ENCUMBRANCERS

The persons as described in Schedule "C" hereto, each having a registered charge, mortgage, lien or other claim securing the payment of money against the lands and premises as described in the said Description or a part thereof, hereby consent to the submission of the within Declaration for registration.

ARTICLE 1V

PROPORTIONS OF COMMON INTEREST AND
CONTRIBUTIONS TO THE COMMON EXPENSES

The land described in the said Description as of the time of registration of this Declaration and thereafter shall be comprised of units (severally hereinafter designated by Number) and of common elements.

The proportions of the interest in the common elements appurtenant to the units shall be the proportion of the common interest of the respective units in the common elements as is hereinafter set forth in Schedule "D" hereto opposite the number designating the respective unit or units.

The expenses of the performance of the objects and duties of the Corporation created upon registration of this Declaration and the said Description (hereinafter called the "Corporation") together with any expenses hereinafter specified as common expenses shall be common expenses.

The proportions of the common expenses in which the owners of the respective units shall contribute to the common expenses are as is hereinafter set forth in Schedule "D" hereto opposite the number designating the unit or units owned by the respective owner.

ARTICLE V
ADDRESS FOR SERVICE

The address for service shall be 2016 Kelden Crescent, Township of Gloucester, or such other address as the Board may from time to time by resolution designate.

PART II
MANDATORY REGULATORY PROVISIONS

ARTICLE I
MONUMENTATION

The monuments controlling the extent of units are fully described in Schedule "B" hereto.

PART III
PERMISSIVE STATUTORY PROVISIONS

ARTICLE 1
COMMON EXPENSES

Common Expenses, without limiting the definition thereof as ascribed thereto by the Act, shall include the following:

- (a) All expenses of the Corporation incurred by it in the performance of its object and duties whether such objects or duties are imposed under the provisions of the Act or of the within Declaration or performed pursuant any registered By-law of the Corporation;
- (b) All sums of money payable by the Corporation on account of any and all public and private suppliers of insurance coverage, utilities and service (excluding electricity and fuel consumed in the units, which shall be the responsibility of the owners of the said units) including, without limiting the generality of the foregoing, monies payable on account of:

- insurance premiums
- water

-- waste disposal

- fuel

- maintenance materials, tools and supplies

- (c) All sums of money required by the Corporation for the acquisition or retention of real property for the use and enjoyment of the property or for the acquisition, repair, maintenance or replacement of personal property for the use and enjoyment in or about the common elements;
- (d) All sums of money paid or payable by the Corporation for legal, engineering, accounting, auditing, expert appraising, advising, maintenance, managerial and secretarial advice and services required by the Corporation in the performance by the Corporation of its objects and duties;
- (e) All sums of money paid or payable by the Corporation to any and all persons, firms or companies engaged or retained by the Corporation, its duly authorized agents, servants and employees for the purpose of performing any or all of the duties of the Corporation;
- (f) All sums of money assessed by the Corporation (which sums shall be assessed in the same proportions as the proportions designated for common expenses in Article IV of Part I hereof) for collection from the unit or units owners to be set aside in a separate fund (hereinafter called the "Reserve Fund") and to be applied from time to time, in whole or in part, in the absolute discretion of the Corporation to the payment of any expenses the Corporation deems necessary or desirable for the performance of the objects or duties of the Corporation;
- (g) All sums of money payable under Clause (b) of Article VI of Part III hereof;
- (h) All sums of money payable on account of realty taxes (including local improvement charges) levied against the property, until such time as such taxes are levied against each unit;
- (i) The fees and disbursements of the Insurance Trustee, if any;
- (j) The cost of maintaining the fidelity bonds as provided in the By-laws.

ARTICLE 11

EXCLUSIVE USE OF PARTS OF COMMON ELEMENTS

- (a) The owners of Units 1 to 64 both inclusive, shall have the exclusive use, subject to the provisions of this Declaration, the By-laws of the

Corporation and the rules and regulations passed pursuant thereto, of the parking space designated in the Description and numbered the same as the Unit with the affix "P" shown on Part 1, Sheet 2 of the Description.

- (b) The owners of Units 1 to 64 both inclusive, shall have the exclusive use subject to the provisions of this Declaration, the By-laws of the Corporation and the rules and regulations passed pursuant thereto of the patio space adjoining the Unit at the rear thereof and as designated in the Description and numbered the same as the Unit with the affix "A" shown on Part 1, Sheet 2 of the Description.

No owner shall without the written consent of the Board have access to those parts of the common elements designated by the Board from time to time as utilities areas, building maintenance, storage areas, managers' offices, or any other part of the common elements used for the care or maintenance of the property.

ARTICLE 111

OCCUPATION AND USE OF UNITS AND COMMON ELEMENTS

- (a) Units 1 to 64 both inclusive shall not be occupied by more than one single family and shall be used only as residence for such single family and for no other purpose;
- (b) No unit shall be occupied by anyone whose occupancy shall give rise to the cancellation or the threatened cancellation of any policy of insurance referred to in this Declaration. There shall be no duty imposed upon the Corporation to inquire into the acceptability of the occupier of any unit as an insured on any such policy of insurance;
- (c) If any unit owner shall do or permit anything to be done in the unit and/or common elements or bring or keep anything thereon which will in any way increase the risk of fire or other perils insured against and consequently will increase the premium rate of the policy or policies of insurance, then the unit owner shall pay in his next monthly contribution towards the common expenses after receipt of notice from the Corporation, all increases, in premium in respect of such policy or policies of insurance. All payments pursuant to this clause are deemed to be additional contribution towards the common expenses and recoverable as such. There shall be no duty imposed upon the Corporation to inquire into any matters which may increase the risk of fire or other perils

insured against;

(d) No unit owner shall do or permit anything to be done in the unit and/or common elements or bring or keep anything thereon which may give rise to the cancellation or the threatened cancellation of any policy of insurance referred to in this Declaration;

(e) Nothing herein contained shall prevent and no By-law or house rule shall be made to prevent Douglas MacDonald Homes Limited from completing the buildings and all improvements to the property, remedying defects, maintaining units as models for display and sale purposes and otherwise marketing units and maintaining marketing and/or construction offices, displays and signs, provided that they are in accordance with any applicable by-laws of the municipality in which the property is situated;

(f) Except as herein provided, no part of the common elements shall be used for any purpose other than for such purpose or purposes as are incidental to the use of the units as single-family private residences. Notwithstanding the foregoing no part of the common elements shall be occupied or used for parking, standing, placing, storing, leaving, leave standing or permitting the leaving of any motorized vehicle including an automobile, snowmobile, bicycle, motorcycle, truck or any other type of vehicle or accommodation including a trailer, bicycle, cart, wagon, boat, houseboat or any other article or thing which the Board may from time to time by

By-Law passed pursuant to the provisions of Section 10 of the said Act be deemed to adversely affect the use of the common elements for residential purposes. The Board, may in the absolute discretion of the Board, upon determining that a part of the common elements have been or are being use or occupied for a purpose herein prohibited cause such use or occupation to be terminated in such manner as the Board, in its sole discretion, deems necessary, the costs of which shall be borne jointly and severally by the owner of such unit having exclusive use of the part of the common element so affected, where applicable, and the owner of such chattel as is found to be in violation of such prohibited use or occupation. Nothing herein shall be deemed to prevent the parking of a motor vehicle (as defined from time to time by the Board) in the parking space as provided in Clause (a) of Article 11 of Part 111 hereof, or such part or parts of the common elements designated by the Board as "general parking".

- (g) The Corporation or any insurer of the property or any part thereof, their respective agents, or any other person authorized by the Board shall be entitled to enter any unit or any part of the common element to which any owner has the exclusive use, at all reasonable times and upon giving reasonable notice, for the purpose of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy, remedying any condition which would result in damage to the property, or carrying out any duty imposed upon the Corporation. In the case of an emergency, an agent of the Corporation may enter the unit at any time without notice, for the purpose of correcting any condition which might result in damage or loss to the property. The Corporation or anyone authorized by it may determine whether an emergency exists. If any owner shall not be personally present to grant entry to his unit, the Corporation or its agents may forcibly enter upon such unit without rendering them liable to any claim or cause of action for damages by reason thereof, provided that they exercise reasonable care. The rights and authority hereby reserved to the Corporation, its agents or any insurer or its agents, do not impose any responsibility or liability whatever for the care or supervision of any unit except as specifically provided.
- (h) The Board may from time to time designate such part or parts of the common elements as "General Parking" for the use and occupation by such owner or owners, their guests, agents or tenants or such other persons as the Board may from time to time determine for the purpose of parking motor vehicles. The Board may lease any part or parts or all of the parts of the common elements so designated for such period and upon such terms and conditions as the Board may from time to time determine. No part of the said parts of the common elements so designated may be used by any person without the prior consent of the Board.
- (i) The part of the common elements on which is constructed a service building shall be used by the Corporation as the head office of the Corporation and for such maintenance and administrative purposes as the Board may from time to time determine, provided that in no event shall the space be used for residential purposes.

ARTICLE X

SUBSTANTIAL ADDITION, ALTERATION
OR IMPROVEMENT TO OR RENOVATION
OF THE COMMON ELEMENTS

The provisions of Subsections 1 and 2 of Section 14 of the Act shall

apply.

ARTICLE XI

OBLIGATION TO REPAIR AND MAINTAIN
UNITS AND COMMON ELEMENTS

(a) Repairs by the Owners:

All repairs to any unit shall be made by the owner of such unit unless the damage to a unit is included in a determination that there has been substantial damage to 25 percent or more of the buildings as provided in Section 17 of the Act. The Corporation shall make any repairs that an owner is obliged to make and are not made within a reasonable time. Should such repairs by the Corporation be made necessary as a result of the failure of an owner to make such repairs, such owner shall be deemed to have consented to having such repairs made by the Corporation and such owner shall be obliged to reimburse the Corporation for the cost of such repairs;

(b) Repairs by the Corporation:

All repairs to the common elements shall be made by the Corporation. The Corporation shall repair all units providing there has been a determination of substantial damage to 25 percent or more of the buildings and the owners who own at least 80 percent of the common elements have voted to repair as provided in Section 17 of the Act;

(c) Maintenance by the Owners:

All maintenance of units shall be made by the respective owners of such units and shall include all exterior and interior glass and screens.

(d) Maintenance by the Corporation:

(i) The Corporation shall maintain the common elements.

(ii) Notwithstanding the duty imposed upon the owners to maintain their respective units, the Corporation shall as agents for the respective owners, maintain those parts of the units limited to the exterior surface of the doors, door frames and window frames situate at the outer limits of the units, the costs of which shall be included as common expenses.

(a) Restrictions on Repairs and Maintenance:

No owner shall, unless there is a duty herein provided, repair or maintain any part of the property. In the event an owner either repairs or maintains any part of the property, except where a duty has heretofore been imposed upon such owner to repair or maintain, the Corporation shall effect such repairs, maintenance or renovations as the Board may in its sole discretion direct of such repairs or maintenance effected by such owner and such owner shall pay the Corporation for the costs of such repairs, maintenance or renovations.

ARTICLE XII

SPECIFICATION OF PERCENTAGE OF SUBSTANTIAL DAMAGE
TO BUILDING AND OF MAJORITY REQUIRED
TO AUTHORIZE REPAIR

The provisions of the Act shall apply.

ARTICLE XIII

MAJORITY REQUIRED FOR A SALE OF THE PROPERTY
OR OF PART OF THE COMMON ELEMENTS

The provisions of the Act shall apply.

ARTICLE XIV

MAJORITY REQUIRED TO TERMINATE GOVERNMENT OF
THE PROPERTY BY THE ACT

The provisions of the Act shall apply.

ARTICLE XV

OTHER MATTERS CONCERNING THE PROPERTY

(a) Notices:

(i) After Substantial Damage:

Where the Board has determined whether there has been substantial damage to 25 percent or more of the buildings, notice of such determination shall within 10 days thereof be given by registered mail to the owners and mortgagees entered in the register kept for such purpose in accordance with the provisions of By-law No. 1 of the Corporation. Such notice may be combined with the notice to the owners of a meeting of members called for the purpose of voting for repair, or termination of the Condominium Corporation.

(ii) General:

Any notice required or permitted to be given hereunder to an owner shall be properly given if served personally or mailed by prepaid registered

mail to such owner at the address entered in the register kept for such purpose in accordance with the provision of By-law No. 1 of the Corporation, and if served personally shall be deemed to have been given on the date of such service, and if mailed, shall be deemed to have been given on the date next following the mailing thereof at a post office in the Regional Municipality of Ottawa-Carleton. Any notice required or permitted to be given to the Corporation shall be properly given if delivered or mailed by prepaid registered post to the Corporation at 2016 Keiden Crescent Township of Gloucester, or such address as may from time to time be determined by resolution of the Board, a copy of which has been duly registered, and such notice shall be deemed to have been given on the date so delivered or on the day next following the mailing thereof in the said Regional Municipality of Ottawa-Carleton.

(b) Additions, Alterations or Improvements by Owners:

No owner shall make any structural change in or to his unit or units or any change to an installation upon the common elements, maintain, decorate or repair any part of the common elements without the prior written consent thereto of the Board. Any such change shall, if approved by the Board, be made in accordance with the provisions of all relevant municipal and other governmental by-laws, rules and regulations, or ordinances, and in accordance with the conditions, if any, of such approval by the Board.

(c) Insurance:

(1) The Corporation shall be required to obtain and maintain to the extent obtainable by the Board from the Insurance industry the following insurance:

(aa) Insurance (under a policy which may be subject to a loss deductible clause) against damage by fire and extended coverage and such other peril as the Board may from time to time deem advisable, in an amount equal to the full replacement cost, without deduction for depreciation, insuring,

(i) the property excluding the units

(ii) personal property owned by the Corporation, but not including furnishings, furniture or other personal property supplied or installed by the owners.

(bb) Insurance against damage by fire and extended coverage and such other perils as the Board may from time to time deem advisable, insuring the units as they existed at the date of registration of this Declaration and excluding any improvements made by the owners, in an amount equal to the full replacement cost of such units without deduction for depreciation. Such policy or policies of insurance shall provide that proceeds of up to Ten Thousand (\$10,000.00) Dollars shall be paid to the Corporation and that proceeds in excess of Ten Thousand (\$10,000.00) Dollars shall be paid to the Insurance Trustee. The Corporation shall have the exclusive right to adjust any loss with the insurer and the owner of a damaged unit shall be bound by such adjustment.

In the event that:

(i) the Corporation is obliged to repair any unit insured the Insurance Trustee shall hold all proceeds for the Corporation and pay the same to the Corporation in order to satisfy its obligation to make such repairs;

(ii) there is no obligation by the Corporation to repair any unit in accordance with the provisions of Section 17 (2) of the Act, and there is termination in accordance with the provisions of Section 18 of the Act or otherwise the Insurance Trustee shall hold all proceeds from all policies of insurance obtained by the Corporation under this Article and in force for the owners in such proportions upon registration of a notice of termination by the Corporation;

Notwithstanding anything to the contrary herein contained, any proceeds payable by the Insurance Trustee to the owners in accordance with the provisions of this sub-paragraph (bb)(ii) shall be subject to payment in favour of any mortgagees to whom such loss shall be payable in such policy of insurance, and in satisfaction of any liens registered by the Corporation against such unit.

(cc) Public liability and property damage insuring the liability of the Corporation with limits to be determined by the Board but in no event for less than ONE MILLION DOLLARS (\$1,000,000.00).

(2) All policies of physical damage insurance placed as herein provided shall to the extent obtainable, be endorsed to provide the following:

(aa) The insured shall be described as the Corporation and the owners from time to time as their respective interest may appear;

(bb) The insurer shall waive subrogation against the Corporation and the Owners, except for arson and fraud;

(cc) Such policies shall not be cancelled or substantially modified by the insurer without at least sixty (60) days prior written notice to all parties appearing on such policies as having an interest therein and to the Insurance Trustee;

(dd) Such policies shall not be void or voided by reason of any act or omission by the insured or any of them not a breach of any statutory condition by the insured or any of them;

(ee) The insurer shall forthwith, at the request of any mortgagee having an interest in the whole or any part of the property, provide such mortgagee with either a duplicate original or a certified copy of such policies together with certified copies of all endorsements thereon;

(ff) The insurer shall forthwith, at the request of any unit owner, provide such unit owner with either a certified copy of such policies together with certified copies of all endorsements thereon or with a

sub-policy or with a certificate of insurance; —

(gg) The insurer shall, not later than ten (10) days prior to the date upon which such a policy expires, deliver to the Corporation and first mortgagee either a certificate certifying that such policy has been renewed or the original or a certified copy of such new policy of insurance as may have been issued to replace such policy;

(hh) Any coverage provided or moneys payable under any such policies shall not be brought into contributions with any coverage or moneys payable under any insurance purchased by a unit owner or mortgagee;

(ii) Subject to the provisions of sub-paragraph (c) (1)(bb) of this Article, such policy shall provide that loss shall be payable to the Corporation and the Insurance Trustee where such loss exceeds the sum of TEN THOUSAND DOLLARS (\$10,000.00) otherwise loss shall be payable to the Corporation;

(jj) Providing there has been a determination by the Board of substantial

damage to at least 25 percent of the Building and there is termination in accordance with the provisions of Section 18 of the Act, the insurer shall waive statutory condition number 13 allowing it to repair, rebuild or replace the property instead of making payment.

Prior to obtaining any policy of insurance or any renewal thereof the Board shall obtain an appraisal from an independent qualified appraiser, of the full replacement cost of the property, for the purpose of determining the amount of insurance to be effected pursuant to this Article and the cost of such appraisal shall be a common expense.

(3) By the Owner:

It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the Corporation and that the following insurance, or any other insurance, if deemed necessary or desirable by any owner, may be obtained and maintained by such owner:

(a) Insurance on any additions or improvements made by the owner to his unit and for furnishings, fixtures, equipment, decorating and personal property and chattels of the owner contained within his unit, and his personal property and chattels stored elsewhere on the property, including his automobile or automobiles, and for loss of use and occupancy of his unit in the event of damage, which policy or policies of insurance shall contain waiver of subrogation against the Corporation, its manager, age

employees and servants, and against the other owners and any members of their household, except for vehicle impact, arson and fraud.

(b) Public liability insurance covering any liability of any owner to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation.

(4) Insurance Trustee:

The Board on behalf of the Corporation shall enter into an agreement with an Insurance Trustee which shall be a Trust Company registered under the Loan and Trust Corporations Act and having a capital surplus and undivided profits of at least \$10,000,000.00 or shall be a Chartered Bank, which agreement shall, without limiting its generality, provide the following:

(aa) the receipt by the Insurance Trustee of any proceeds of insurance payable to the Corporation where such proceeds exceed the sum of TEN THOUSAND DOLLARS (\$10,000.00);

(bb) receipt by Insurance Trustee of any proceeds of insurance payable to the Insurance Trustee as required by sub-paragraph (c)(1)(bb) of this Article;

(cc) the holding of such proceeds in trust for those entitled thereto;

(dd) the disbursement of such proceeds in accordance with the provision of the Insurance Trust agreement;

In the event that the Board is unable to enter into such agreement with such Trust Company or such Chartered Bank by reason of their refusal to act the Board may enter into such agreement with such other Corporation authorized to act as a Trustee, as in its discretion the Board may deem advisable. The Corporation shall pay the fees and disbursements of any insurance trustee and any such fees and disbursements shall constitute a common expense.

(d) Indemnification:

(1) Each owner shall indemnify the Corporation against any loss, cost, damage or injury caused to the common elements because of the act or omission of such owner or the residents of his unit or units or by any guest of such owner or resident except for any loss, cost, damage or injury insured against by the Corporation save and except for wilful damage. The Corporation shall have the same remedies for non-payment of such indemnification as it has to collect common expense levies.

(2) The Corporation shall indemnify and save harmless the owner of each unit from any losses, damages or liabilities whatsoever which the owner may suffer or incur with respect to any damage done to the unit as the result of the negligence or wilfull act of the agents, servants or independent contractors of the Corporation or for any damage to the unit substantially resulting from the repair or maintenance by the Corporation of the common elements, provided that notwithstanding anything hereinbefore contained, the owner agrees to look solely to the funds received from the insurer of the public liability and property damage insurance in the event of such loss.

(e) Units Subject to Declaration, By-laws, Rules and Regulations:

(1) All present and future owners, tenants and residents of units shall be subject to and shall comply with the provisions of the Declaration, the By-laws and the Rules and Regulations. The acceptance of a deed or transfer or the entering into a lease or the entering into occupancy of any unit, shall constitute an agreement that the provisions of this Declaration, the By-laws and the Rules and Regulations as they may be amended from time to time are accepted and ratified by such owner, tenant or resident and all of such provisions shall be deemed and taken to be covenants running with the lands and shall bind any person having at any time, any interest or estate in such unit as though such provisions were recited and stipulated in full in each and every such deed or transfer or lease.

(2) For the purposes of this Section if an owner desires to lease his premises, then he shall furnish to the Corporation an undertaking signed by the Lessee that the Lessee and other residents of the unit will comply with the provisions of the Act, the Declaration, the By-laws and the Rules and Regulations relating to the use of the unit and common elements.

The owner making a lease shall not be relieved thereby from any of his obligations which shall be joint and several with his Lessee.

(f) Expropriation:

(1) Total Expropriation:

In the event of expropriation of the whole of the property, the compensation to be paid for the whole of the property shall be negotiated and

finalized by the Corporation subject to the ratification of such compensation by the owners of 75 percent of the common interest at a special meeting called for the purpose, whether or not proceedings are necessary, and the compensation less expenses involved, if any, in obtaining the said compensation, shall be distributed among the unit owners in proportion to their interest in the common elements.

(2) Part of Common Elements Only Taken:

If no units are affected by the expropriation and the expropriation includes part of the common elements, the compensation shall be negotiated and finalized by the Corporation, whether or not proceedings are necessary, and the compensation shall be distributed among the owners in proportion to their interest in the common elements.

(g) Invalidity:

The Invalidity of any provisions of this Declaration shall not be deemed to impair or affect in any manner the validity and enforceability or effect of the remainder of this Declaration and in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

(h) Waiver:

No provision contained in this Declaration 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 which may occur.

(i) Gender:

The use of the masculine gender in this Declaration, shall be deemed to refer to the feminine or neuter and the use of the singular shall be deemed to refer to the plural and vice-versa whenever the context so requires.

(j) Headings:

The headings in the body of this Declaration form a part of the Declaration but shall be deemed to be inserted for convenience of reference only.

(k) Voting Rights of Mortgagee or Chargee:

Where a mortgage or charge registered against the title to either all units or a unit and the interest of the common elements appurtenant to the unit so provides, the mortgagee or chargee shall have the right to

(1) exercise all voting rights of the owner or owners from time to time of the unit;

(2) revocably authorize the owner or owners from time to time of the unit to vote in the place and stead of the mortgagee or chargee; provided that such rights may be exercisable only by the mortgagee or chargee having first title priority over any other mortgagee or chargee of the relevant unit.

Any notice required to be given by the Corporation to an owner shall also be given to every mortgagee on record in like manner provided such mortgagee is entered in the Register kept for such purpose in accordance with the provisions of By-law No. 1 of the Corporation 12 days before the date of the meeting.

(1) Common Expense Statement:

The Corporation shall, upon demand by a registered encumbrancer, a unit owner or the agent of such owner, provide within ten (10) days of receipt of such demand, a Statement of such owner's liability to or equity in the common expense account as at the most recent date for payment of common expense levies. The Board shall from time to time establish the fee to be paid for every such statement provided.

(m) Reserve Fund Investments:

Pending application of the Reserve Fund, the Corporation shall cause the same to be deposited in a separate account with a Chartered Bank or Trust Company or to be invested in securities in which Trust funds may be invested under the applicable statute law of the Province of Ontario or partly deposited in one or more such accounts and partly invested in such securities as the Corporation may in its absolute discretion determine from time to time, and any income from such deposits and securities shall be added to the capital of the Reserve Fund.

(n) Costs:

All costs, charges and expenses and all solicitors' charges (as between a solicitor and his client) which may be incurred by the Corporation in taking any action, including the institution of an action or summary proceeding against an owner, shall immediately become due and payable by such owner and may be added to and recovered in the same manner as recovery of an owner's default in his obligations to contribute to the Corporation towards the Common Expenses.

(o) Power of the Corporation:

Unless otherwise provided all powers conferred upon the Corporation may be exercised by the Board of Directors of the Corporation.

(p) Definitions:

The definitions as determined in the said The Condominium Act, Revised Statutes of Ontario 1970, Chapter 77 as amended, shall apply to all words and phrases hereof where applicable.

(q) Interpretations:

The provisions of The Interpretations Act, R.S.O. 1970, Chapter 225 as amended shall apply to the interpretation of all words and phrases hereof.

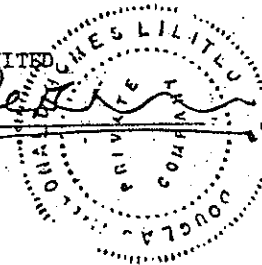
THIS DECLARATION is made pursuant to
The Condominium Act, R.S.O. 1970,
Chapter 77.

DATED AT OTTAWA this 30 day of July, 1978

IN WITNESS WHEREOF the party hereto has hereunto affixed its corporate seal under the hands of its proper officers duly authorized in that behalf.

DOUGLAS MACDONALD HOMES LIMITED

Per: [Signature]
Vice-President



The Condominium Act

CONSENT UNDER CLAUSE B OF SUBSECTION 1
OF SECTION 3 OF THE ACT

SUN LIFE ASSURANCE COMPANY OF CANADA having a registered
encumbrance within the meaning of clause B of subsection 1 of section 3 of
The Condominium Act registered as Number 169033 in the Land Registry Office
for the Land Titles Division of Ottawa Number 4 hereby consents to the registration
of this declaration pursuant to The Condominium Act against the land or interests
appurtenant to the land described in the description.

Dated at Ottawa this 13th
day of June , 1978

APPROVED	R.A.B.
ENTERED	HR

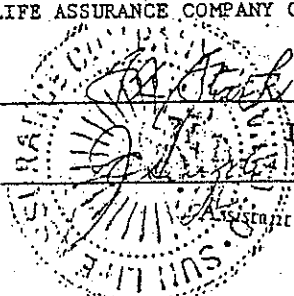
SUN LIFE ASSURANCE COMPANY OF CANADA

Per _____

Per _____

Property Investments Office

Assistant Property Investments Office



SCHEDULE "A"

ALL AND SINGULAR those certain parcels or tracts of lands and premises situate, lying and being in the Township of Gloucester, in the Regional Municipality of Ottawa-Carleton and being more particularly described as follows:

FIRSTLY: Part of Block C registered Plan 890, Township of Gloucester, Regional Municipality of Ottawa-Carleton designated as Part 1 on a plan of survey of record in the Land Registry Office No. 4 for the Land Titles Division of Ottawa-Carleton as Plan Number 4R-2504.

SUBJECT TO an easement in favour of Bell Canada as set out in Registered Instrument No. 177373 as to part of Part 2 on Plan 4R-2781.

SECONDLY: Part of Block C on registered Plan 890, Township of Gloucester, Regional Municipality of Ottawa-Carleton designated as Part 1 on a plan of survey of record in the Land Registry Office No. 4 for the Land Titles Division of Ottawa-Carleton as Plan Number 4R-2321.

SUBJECT TO an easement in favour of The Corporation of the Township of Gloucester as set out in registered instrument number 153400 as to Part 1 on Plan 4R-2321.

THIRDLY: Blocks F1 and C1 on registered Plan 890, Township of Gloucester, Regional Municipality of Ottawa-Carleton designated as Parts 4 and 7 on a plan of survey of record in the Land Registry Office No. 4 for the Land Titles Division of Ottawa-Carleton as plan number 4R-1527.

SUBJECT TO an easement in favour of The Corporation of the Township of Gloucester, as set out in registered instrument number 134271 as to Parts 4 and 7 on Plan 4R-1527.

SUBJECT TO an easement in favour of Bell Canada as set out in Registered Instrument No. 177373 as to Part 1 on Plan 4R-2781.

FOURTHLY: Block C2 on Registered Plan 890, Township of Gloucester, Regional Municipality of Ottawa-Carleton designated as Part 6 on a Plan of Survey of Record in the Land Registry Office No. 4 for the Land Titles Division of Ottawa-Carleton as Plan No. 4R-1527.

SCHEDULE "A" (CONT)

FIFTHLY: Block F on Registered Plan 890, Township of Gloucester, Regional Municipality of Ottawa-Carleton designated as Part 5 on a Plan of Survey of Record in the Land Registry Office No. 4 for the Land Titles Division of Ottawa-Carleton as Plan No. 4R-1527.

SUBJECT TO an easement in favour of Bell Canada as set out in Registered Instrument No. 177373 as to part of Part 2 on Plan 4R-2781.

SCHEDULE "B"

MONUMENTATION

The monuments which control the extent of the units are the physical surfaces hereinafter referred to:-

Units 1 to 64 inclusive:

HORIZONTAL BOUNDARIES OF UNITS ARE:-

- a) The lower boundary of the unit is the upper surface of the poured concrete floor slab.
- b) The upper boundary of the unit is the upper surface of the drywall ceiling on the upper floor.
- c) In the vicinity of the recessed entryway (certain units only) the lower boundary of the unit will be the upper line and face of the 2" x 8" floor joists above the entryway and the upper boundary of the unit will be the lower surface of the precast concrete step below the entryway.
- d) Where the top floor protrudes, the lower boundary of the unit will be the upper line and face of the 2" x 8" floor joists.

VERTICAL BOUNDARIES OF UNITS ARE:-

- a) The interior face of the poured concrete foundation wall in the basement and the outside line and face of 2" x 4" studs forming the exterior walls and the interior face of the concrete block wall dividing the units.
- b) The above boundaries of a) are produced across openings for windows and doors.

Notwithstanding the foregoing, the unit shall not include such pipes, wires, conduits, ducts, flues or public utility lines within the unit which serve other units in the condominium as well as that of the Owner.

SCHEDULE "C"

ENCUMBRANCER

Sun Life Assurance Company of Canada

REGISTERED INSTRUMENT NUMBER

169033

SCHEDULE "D"

<u>UNIT NUMBER</u>	<u>LEVEL NUMBER</u>	<u>PROPORTION OF COMMON INTEREST AND CONTRIBUTION OF COMMON EXPENSES IN PERCENTAGES</u>
1	1	1.5625%
2	1	1.5625%
3	1	1.5625%
4	1	1.5625%
5	1	1.5625%
6	1	1.5625%
7	1	1.5625%
8	1	1.5625%
9	1	1.5625%
10	1	1.5625%
11	1	1.5625%
12	1	1.5625%
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25	1	1.5625%
26	1	1.5625%
27	1	1.5625%
28	1	1.5625%
29	1	1.5625%
30	1	1.5625%
31	1	1.5625%
32	1	1.5625%

SCHEDULE "D"

<u>UNIT NUMBER</u>	<u>LEVEL NUMBER</u>	<u>PROPORTION OF COMMON INTEREST AND CONTRIBUTION OF COMMON EXPENSES IN PERCENTAGES</u>
33	1	1.5625%
34	1	1.5625%
35	1	1.5625%
36	1	1.5625%
37	1	1.5625%
38	1	1.5625%
39	1	1.5625%
40	1	1.5625%
41	1	1.5625%
42	1	1.5625%
43	1	1.5625%
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57	1	1.5625%
58	1	1.5625%
59	1	1.5625%
60	1	1.5625%
61	1	1.5625%
62	1	1.5625%
63	1	1.5625%
64	1	1.5625%

RECEIVED
 LAND REGISTRATION
 OFFICE - OTTAWA
 REGISTRATION

21

930 DATED: MAY 30TH 1978

JUL 19 2 12 PM '78

J.M. Fatica
J. M. FATICA
 DEPUTY LAND REGISTRAR

RAW
 CARLETON CONDOMINIUM CORPORATION No. 150
 BUILDER: Douglas MacDonald Homes Limited
 DEVELOPMENT NAME: Deerfield Court Phase I

DECLARATION

LAND REGISTRY #4

REC. BY	<i>JMS</i>
F.F. NO. OR PAGE	<i>808</i>
ABST. BY	<i>CS</i>
CHECKED BY	
MICRO. BY	<i>SS</i>

RADNOFF, PEARL, PEARL AND SLOVER
 Barristers and Solicitors,
 100 Gloucester Street,
 Fourth Floor,
 Ottawa, Ontario
 K2P 0A4

Declaration
50.00
64.00
22.00
116.00

#1978 0011600A*

#1978 0011600 1

Schedule "A"

CARLETON CONDOMINIUM CORPORATION NO. 150

BY-LAW NO. 5

BE IT ENACTED as By-law No. 5 of CARLETON CONDOMINIUM CORPORATION NO. 150 (hereinafter referred to as the "Corporation") as follows:

**ARTICLE I
DEFINITIONS**

All words used herein which are defined in the *Condominium Act*, 1998 (as amended from time to time), or the Regulations thereunder or any successor thereto, ("the Act") shall have ascribed to them the meanings set out in the Act.

**ARTICLE II
MEETINGS OF OWNERS**

- (1) Annual Meetings: The Corporation shall hold Annual General Meetings, at such place as may be determined by the Board, in accordance with the provisions of the Act. Other meetings of the owners may also be held in accordance with the provisions of the Act.
- (2) Attendance At Meetings of Owners: Only the following persons are entitled to attend a meeting of owners:
 - (a) Owners of the units (whether or not they have a right to vote at the meeting);
 - (b) Any other person having the right to vote at the meeting;
 - (c) Representatives of owners, as described in Article II(3) below;
 - (d) Directors and Officers of the Corporation;
 - (e) The Auditor of the Corporation;
 - (f) Any person invited to attend the meeting by the Chairperson of the meeting or by ordinary resolution of the meeting;
 - (g) Any person entitled or required to attend the meeting under the provisions of the Act or the Declaration or by-laws of the Corporation or any other governing law or authority.

Any question as to a person's right to attend a meeting shall be determined by the Chairperson of the meeting, acting reasonably.

- (3) 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 as proxy for such corporation), upon filing with the Chairperson sufficient proof of his/her appointment, shall represent the owner or a mortgagee at meetings of the owners, and may vote in the same manner and to the same extent as such owner.

(4) Voting:

- (a) Voting at meetings of owners shall be by show of hands, unless a person entitled to vote at the meeting requests a recorded vote.
- (b) At a meeting of owners, a person entitled to vote at the meeting may request that a recorded vote be held on any item scheduled for a vote, either before or promptly after the vote. A recorded vote can be either a poll, a secret ballot (in which case the voter is not identified on the ballot) or an open ballot (in which case the voter is identified on the ballot). When a recorded vote is requested, the meeting shall decide, by ordinary resolution, whether the recorded vote shall be by way of a poll, a secret ballot or an open ballot. A request for a recorded vote may be withdrawn.
- (c) On any vote by a show of hands, a declaration by the Chairperson that the vote on the question has been carried, or carried by a particular majority, or defeated, is, in the absence of any contradictory evidence, proof of the fact without proof of the number of votes recorded in favour of or against the question.
- (d) Votes may be cast either personally or by proxy, in accordance with the Act. The instrument appointing a proxy shall be filed with the Chairperson of the meeting before any vote is cast under its authority. The Chairperson shall resolve any issue respecting the validity of a proxy.

(5) Chairperson:

- (a) Subject to paragraph (b) below, the Chairperson for any meeting of the owners shall be determined by resolution of the Board, or failing any such resolution, shall be: the President of the Corporation, or if the President is unable or unwilling to chair the meeting, the Vice-President of the Corporation.
- (b) Provided, however, that any other person may be chosen to chair the meeting by ordinary resolution of the meeting.

(6) Right to Vote: All voting by owners shall be on the basis of one vote per unit. The right of persons to vote at meetings of owners is determined by the Act. Any dispute respecting the right of a person to vote shall be decided by the Chairperson of the meeting, upon such evidence as the Chairperson may deem sufficient.

(7) Co-Owners: Where the voting rights for a unit are shared by two or more persons (for example, there are two or more owners of the unit), any one or more of those persons may exercise the vote for the unit. Provided, however, that if two or more of those persons decide to exercise the vote, the provisions of the Act shall determine how the vote is to be counted.

ARTICLE III
BOARD OF DIRECTORS

- (1) Number and Quorum: The Corporation shall have a Board of five (5) Directors. A quorum for the transaction of business at a meeting of the Board shall be three (3) Directors.
- (2) Qualifications:
- (a) In addition to the qualifications for Directors which are set out in the Act, every Director shall be either an owner, the spouse of an owner, or the nominee of a limited company which is an owner or co-owner.
 - (b) If a unit has more than one owner, only one of those owners may be a member of the Board at any time.
 - (c) A person immediately ceases to be a Director if the person fails to attend three consecutive Board Meetings without providing an excuse which is reasonably satisfactory to the Board.
 - (d) A person immediately ceases to be a Director if the person is an owner and any contributions payable in respect of the owner's unit have been in arrears for 30 days.

(3) Election and Term:

- (a) The Directors shall be elected in each case for a term of two years. However, Directors' terms shall expire at the Annual General Meeting of the relevant year. The Directors' terms are staggered. As at the confirmation of this by-law, the Directors' terms are as follows:

<u>Number of Directors</u>	<u>Year of Expiration of Term</u>
2	2003
3	2004

- (b) If a Directorship is vacated before expiration of the Director's term (whether by removal, resignation, death or otherwise), the vacancy may be filled, by appointment and/or election in accordance with the Act.
- (c) In the event of an election to fill Directorships with terms expiring in different years, the person(s) receiving the most votes shall be elected to the Directorships with the longer remaining term(s).
- (d) One of the directorships which expires in 2004 (see above) is hereby designated as the "owner-occupier elected Directorship" for the purposes of Section 51 of the Act.
- (e) When a Director's term expires, he or she shall retire, but shall be eligible for re-election.

(4) Calling of Meetings:

- (a) Board meetings may be called by resolution of the Board. In such cases, the Secretary or another person designated by the Board shall give notice of the meeting in accordance with sub-paragraph (c) hereof.

- (b) Board meetings may also be called by any two Directors. In such cases, the notice shall be signed by each of the two Directors and one of the two Directors shall give notice of the meeting in accordance with sub-paragraph (c) hereof.
 - (c) Written notice of Board meetings shall be given to all Directors at least 48 hours before the meeting. Any such Notice may be given in accordance with Article VII(5) of this by-law.
 - (d) A meeting of the Directors may be held by teleconference or another form of communications system that allows the Directors to participate concurrently, provided all Directors of the Corporation consent to the means used for holding the meeting.
 - (e) 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 for such regular meetings shall be sent to each Director, but no other notice shall be required for any such meeting.
 - (f) 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.
- (5) Indemnification of Directors: Every Director and every Officer of the Corporation and the person's heirs, executors, administrators, estate trustees and other legal personal representatives shall from time to time be indemnified and saved harmless by the Corporation from and against:
- (a) any liability and all costs, charges and expenses that the Director or Officer sustains or incurs in respect of any action, suit or proceeding that is proposed or commenced against the person for or in respect of anything that the person has done, omitted to do or permitted in respect of the execution of the duties of office; and
 - (b) all other costs, charges and expenses that the person sustains or incurs in respect of the affairs of the Corporation.

No Director or Officer shall be indemnified in respect of any liability, costs, charges or expenses that the person sustains or incurs in or about an action, suit or other proceeding as a result of which the person is adjudged to be in breach of the duty to act honestly and in good faith.

ARTICLE IV OFFICERS

- (1) 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/her successor is elected.
- (2) Appointed Officers: From time to time the Board shall appoint a Secretary, a Vice-President, a Treasurer and such other Officers as the Board may determine, including one or more assistants to any of the Officers so appointed. The Officers so appointed may, but need not, be members of the Board. One person may hold more than one office and if the same person holds both the office of Secretary and the office of Treasurer he/she may be known as Secretary-Treasurer.
- (3) Term of Office: In the absence of written agreement to the contrary, the Board may remove at its pleasure, and replace, any Officer of the Corporation.

- (4) President: The President shall, when present, preside at all meetings of the Board and shall be charged with the general supervision of the business and affairs of the Corporation.
- (5) 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.
- (6) Secretary: Subject to this by-law and subject to any resolution of the Board, the Secretary shall give or cause to be given all notices required to be given to the Directors, auditors, mortgagees and all others entitled thereto; he/she shall use his/her best efforts to 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 the seal of the Corporation as well as 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) 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/she shall render to the Board at the meeting thereof or whenever required of him/her an account of all of 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.
- (8) Variation of Duties: From time to time, the Board may, by resolution, vary, add to, or limit the powers and duties of any Officer or Officers, including any of the duties described in this by-law.
- (9) Compensation: Compensation of all Officers and employees of the Corporation shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Corporation nor preclude any Director entering into a contract with the Corporation for the management of the Corporation.

ARTICLE V.

BANKING ARRANGEMENTS & EXECUTION OF DOCUMENTS

- (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 by resolution designate from time to time 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 by resolution designate.
- (2) Execution of Instruments: Deeds, transfers, assignments, contracts and obligations on behalf of the Corporation may be signed by any two Directors. However, the Board may at any time and from time to time, by resolution, direct the manner in which and the person or persons by whom any particular deed, transfer, contract or other document or any class of deeds, transfers, contracts or documents of the Corporation may or shall be signed.

ARTICLE VI
FINANCIAL YEAR

The financial year of the Corporation shall end on the 31st day of October in each year, or such other date as the Board may by resolution determine.

ARTICLE VII
NOTICE

- (1) Board Meetings: Notices of Board meetings shall be given in the manner set out in the Act.
- (2) Owner's Meetings: Notices of Owner's meetings shall be given in the manner set out in the Act.
- (3) Other Notices by the Corporation: Subject to the Act, any other notice, communication or document required to be given or delivered by the Corporation shall be sufficiently given by delivering it personally, or delivering it to the address noted for the addressee in the record of names and addresses kept by the Corporation in accordance with the Act, or by sending it by ordinary mail, courier delivery, facsimile transmission or electronic communication addressed to the addressee at the latest address shown in the records of the Corporation for the addressee.
- (4) Notice to the Board or Corporation: Subject to the Act, any notice, communication or document to be given to the Board or the Corporation shall be sufficiently given if sent by ordinary mail addressed to it at the address for service of the Corporation set out in the records of the Corporation.
- (5) When Notice Effective: Any notice delivered by mail shall be deemed to be effective and received on the next date following the mailing thereof. All other notices shall be effective on the date they are sent.
- (6) 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 VIII
ASSESSMENT AND COLLECTION OF COMMON EXPENSES

- (1) Duties of the Board: The Board shall from time to time, and at least annually, prepare a budget for the property and determine by estimate the amount of common expenses for the next ensuing fiscal year, or remainder of the current fiscal year, as the case may be. The Board shall 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 to the common expenses as set forth in the Declaration. The Board shall advise all owners promptly in writing of the amount of common expenses payable by each of them respectively determined as aforesaid, and shall deliver copies of each budget on which common expenses are based to all owners entered in the record kept pursuant to the Act.
- (2) Duties of the Owners: Each owner shall be obligated to pay to the Corporation, or as it may direct, the amount of such assessment as follows:
 - (a) The owner's monthly common expenses shall be paid in advance 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.

- (b) Prior to the commencement of each fiscal year of the Corporation, each owner shall furnish to the Corporation a set of twelve post-dated cheques, or shall arrange for pre-authorized payments, on a system run by the Corporation, if the Corporation offers this service, covering the standard monthly payments due by the owner during the fiscal year on account of common expenses, or in order to facilitate collection shall pay the monthly payments in such other manner as may be directed by the Corporation.
- (3) Special Assessments: The Board may make special assessments when the Board does not have sufficient funds to meet expenditures which have been incurred or which it is anticipated will be incurred. Notice of any such special assessment shall include a written statement setting out the reasons for the assessment and the assessment shall be payable by each owner within ten (10) days after the owner has been given notice of the assessment or within such further period of time and in such instalments as the Board may determine.
- (4) Default:
 - (a) Arrears of any payments required to be made to the Corporation under the provisions of this Article or under the provisions of the Act shall bear interest at the rate of twelve percent (12%) per annum and shall be compounded monthly until paid. For each late payment or non-payment of common expenses (whether related to a monthly payment or a special assessment), there shall be added to the amount owing with respect to the particular unit an administration fee of \$25.00, or such other amount as may be determined by resolution of the Board.
 - (b) In addition to any remedies or liens provided by the Act, if any owner is in default in payment of any assessment levied against him/her, the Board may retain a solicitor on behalf of the Corporation to enforce collection and there shall be added to any amount found due all costs of such solicitor as between a solicitor and his/her own client and such costs shall be collectible against the defaulting owner in the same manner as common expenses.
 - (c) All payments upon account of common expense arrears shall be first applied to the arrears which were first due with respect to the particular unit.

ARTICLE IX POWERS OF THE CORPORATION

In addition to the powers of the Corporation set forth in the Act and the Declaration, or by way of clarification of those powers, the powers of the Corporation shall include the following:

- (1) to settle, adjust, compromise or refer to arbitration any claim or claims which may be made upon or which may be asserted on behalf of the Corporation;
- (2) to borrow such amounts as in its discretion are necessary or desirable in order to fulfill 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 unit owners at a meeting duly called for the purpose if the expenditure is not listed in the Corporation's budget for the current fiscal year;
- (3) to retain and hold any securities or other property, whether real or personal, which shall be received by the Corporation;

- (4) to lease any part or parts of the common elements, or grant a licence or easement over any part or parts of the common elements, except such over which any owner has the exclusive use;
- (5) to employ a manager, and such other persons as the Board considers advisable, on terms acceptable to the Board, to assist the Corporation in the fulfilment of its objects and duties;
- (6) to appoint committees comprised of such persons (not necessarily owners) as the Board may from time to time determine, to carry out such tasks or functions as may be determined by the Board;
- (7) to obtain and maintain fidelity bonds, where obtainable, for Directors, Officers, any manager and any employees of the Corporation handling or responsible for the Corporation's moneys or securities. The premiums on any such bonds shall be paid by the Corporation.

ARTICLE X USE OF COMMON ELEMENTS BY NON-RESIDENTS

Only the occupants of the units and their invitees shall be entitled to use and enjoy the common elements and assets of the corporation, subject to the following. Owners who are not occupants shall be entitled to use the common elements and assets only to the extent reasonably required to allow landlords to exercise or fulfill their rights and responsibilities as landlord.

ARTICLE XI INDEMNIFICATION BY OWNERS

Each owner shall indemnify and save harmless the Corporation from and against any loss, costs, damage, injury, claim or liability whatsoever which the Corporation may suffer or incur (including all related legal costs incurred by the Corporation) resulting from or caused by a breach of the Act, or the Corporation's Declaration, By-Laws or Rules (as amended from time to time), or by any act or omission, of such owner, his/her family, guests, servants, agents or occupants of his/her unit. All such amounts owing to the Corporation by an owner shall be added to the common expenses attributable to the owner's unit and shall be recoverable as such.

ARTICLE XII UNIT INSPECTIONS

This Article is supplementary to the Corporation's right of access set forth in the *Condominium Act, 1998* and the Declaration.

- (1) Entry: The Corporation may enter any unit, upon reasonable notice, in order to carry out the objects and duties of the Corporation. Note, however, that in the case of an emergency it may be reasonable for the Corporation to gain immediate access to a unit (i.e., without notice).
- (2) Regular Inspections: The Corporation also conducts "regular inspections" as follows:
 - (a) The Corporation conducts scheduled inspections and maintenance at pre-determined intervals each year. These inspections are conducted for the following purposes:
 - (i) Assessment of the condition of components of the common elements or other conditions which may affect the common elements or other units;

- (ii) Visual review of any condition which might violate the provisions of the *Condominium Act, 1998* or the Corporation's Declaration, By-laws and Rules.

- (3) Unacceptable Conditions: If, upon entry to a unit, the Corporation discovers any condition which contravenes the Act or the Corporation's Declaration, By-laws or Rules, the Corporation may:
 - (a) Take steps to remedy the condition at the expense of the owner of the unit. In such cases, all such costs and also any costs incurred by the corporation in relation to the inspection, shall be added to the owner's common expenses;
 - (b) Give notice of the condition to the owner of the unit;
 - (c) Take such other steps as the Board of Directors deems appropriate.

However, the owner of the unit, including any purchaser of the unit, shall be entirely and exclusively responsible for any such condition whether or not the condition has been detected by the Corporation, whether or not the Corporation has given any notice of the condition to the owner or to the purchaser, and whether or not the Corporation has taken any other steps related to the condition. In other words, no steps taken by the Corporation hereunder shall relieve the owner, including any purchaser of the unit, from full responsibility for the condition of the unit and any modifications made to the unit or the common elements by any owner of the unit, including any prior owner of the unit. It is the duty of every owner to make or arrange all necessary inspections in order to ascertain the condition of the unit and any such modifications to the common elements and then to take any appropriate corrective action.

ARTICLE XIII

NOTICE TO CORPORATION OF DEFECTS, SYMPTOMS OR ACCIDENTS

Owners shall give the Corporation prompt written notice of the following:

- (1) any structural, mechanical or other defect affecting the property, including any defect in the water pipes, heating system or electrical systems, etc.;
- (2) any accident occurring on or in relation to the property; and
- (3) any symptom of a possible problem, such as water penetration, water seepage or leakage, cracks, unusual sounds or noises, smoke or odours.

ARTICLE XIV

REPEAL OF BY-LAW NOS. 1, 2, 3 and 4

By-Law Nos. 1, 2, 3 and 4 of the Corporation are hereby repealed.

ARTICLE XV
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) 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.
- (3) 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.
- (4) 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.

The foregoing by-law is hereby passed by the Directors and confirmed by the owners pursuant to the *Condominium Act* of Ontario.

DATED this 10th day of February, 2003.

CARLETON CONDOMINIUM CORPORATION NO. 150


Print Name: DEBRA DUNKLEY
Print Title: PRESIDENT

I have authority to bind the Corporation.

© All rights reserved.

This document was prepared by Nelligan O'Brien Payne LLP for CCC #150 based on a thorough review of all relevant documentation and the specific circumstances of this condominium. This document may not be appropriate for another condominium.

Please note: The form from which this document was prepared is regularly revised and updated.

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Schedule "A"

CARLETON CONDOMINIUM CORPORATION NO. 150

BY-LAW NO. 6

BE IT ENACTED as By-Law No. 6 (being a by-law respecting common element modifications) of CARLETON CONDOMINIUM CORPORATION NO. 150 (hereinafter referred to as the "Corporation") as follows:

**ARTICLE I
DEFINITIONS**

All words used herein which are defined in the *Condominium Act, 1998*, as amended, or any successor thereto (the "Act"), shall have ascribed to them the meanings as set out in the Act.

**ARTICLE II
PURPOSE OF THIS BY-LAW**

This by-law is being passed for the following purposes:

1. To confirm the types of common element modifications which owners are permitted to make, subject to the terms and conditions described in this by-law.
2. To record the Board's approval of the modifications, subject to the terms and conditions in this by-law.
3. To provide any required notice to owners and required voting approval for the modifications.
4. To establish the terms and conditions which apply to any such modification and which accordingly constitute an agreement between the owner(s) and the Corporation pursuant to the Act and this by-law.

**ARTICLE III
TERMS AND CONDITIONS**

The within approval of the modifications described in Article IV (herein called the "modification(s)") is subject to the following terms and conditions and any unit owner carrying out, or having carried out, any such modification(s) agrees with the Corporation and all other unit owners, on his/her own behalf and on behalf of his/her successors and assigns, to be bound by and to comply with all such terms and conditions, namely:

1. No modification shall be made or kept except with the prior written approval of the Corporation, such approval to be at the sole discretion of the Board. The modification shall comply with all plans, drawings, specifications, colours and/or other requirements as may be approved in writing by the Board or as may be set forth in the By-laws, Rules or Policies of the Corporation. Furthermore, prior to proceeding with the modification, the owner shall obtain and provide to the Corporation such permits and professional certificates as may be requested in writing by the Board.
2. All modifications shall comply with all municipal, provincial and federal legislation, including all municipal By-Laws and building regulations. The owner shall investigate and determine all occupational health and safety requirements that apply to any work related to the modification (including work related to installation, repair or maintenance of the modification) and shall ensure that all of those requirements are met.

3. The modification shall be maintained and repaired in a good and safe condition by the owner at the owner's sole expense. The Corporation shall not be responsible to maintain or repair the modification, nor shall the Corporation be responsible to obtain any insurance with respect to the modification. The modification shall be at the sole risk and expense of the owner and the modification shall be owned by the owner.
4. In the event that the owner fails to maintain or repair the modification as required herein, the Corporation may, at its option and after notifying the owner and affording the owner a reasonable opportunity to effect such maintenance or repair, carry out such maintenance or repair and all costs and expenses incurred by the Corporation in arranging and carrying out the maintenance or repair shall be payable to the Corporation by the owner and shall be collectible in accordance with Article IV(7) hereof.
5. The owner shall obtain insurance against any and all risks of damage or harm to persons or property or any other liability which may arise in connection with the modification. The owner shall provide to the Corporation proof satisfactory to the Corporation that such insurance is in place within a reasonable period of time following any request by the Corporation for such proof.
6. The owner shall fully and completely indemnify and save harmless the Corporation from and against any and all loss, costs, expenses, claims or damages, of whatever kind and however arising, as a result of a breach of any of these terms and conditions, or otherwise relating to the modification, including any claims against the Corporation for damages resulting from, caused by, or associated with the modification. Without limiting the generality of the foregoing, the owner shall be responsible for all costs and expenses incurred in order to remove the modification to afford the Corporation access to any portion of the property (for the purposes of carrying out repair or maintenance, or for any other reason) as well as reinstatement of the modification (if desired), and the Corporation shall have no obligation for any damage which may be caused to the modification as a result of any such required access.
7. Any amounts owing to the Corporation by the owner as a result of these terms and conditions shall be added to the owner's common expenses and shall be collectible against the owner, together with all reasonable costs, charges and expenses incurred by the Corporation in connection with the collection or attempted collections of the amount, in the same manner as common expenses, including by way of Condominium lien in accordance with the *Condominium Act*.
8. In addition to any other rights and remedies available to the Corporation hereunder or otherwise, in the event that the owner contravenes any of the within terms and conditions, the Corporation shall be entitled, upon ten days written notice to the owner, to remove the modification and to restore the common elements to their previous condition. All costs and expenses associated with such removal and restoration shall be the responsibility of the owner and shall be payable by the owner to the Corporation, and collectible in accordance with Article III(7) hereof.
9. The modification shall be carried out at the sole risk and expense of the owner.
10. Any notice required hereunder may be delivered as set out in the by-laws of the corporation.
11. All of these terms and conditions shall be binding upon the successors, assigns and transferees of the owner.
12. Except where otherwise indicated, all of these terms and conditions shall similarly apply to any modification(s) carried out prior to the enactment of this by-law.

NOTES:

1. Any other modifications to the common elements not listed herein may require separate approval by a vote of the unit owners in accordance with the Act, and the Declaration.
2. The Corporation may carry out changes to the common elements provided it complies with the requirements in the Act.

**ARTICLE IV
PERMITTED MODIFICATIONS**

Unit owners may make any one or more of the following modifications to the common elements, subject in each case to the terms and conditions set forth in Article III hereof:

1. Natural gas fireplace inserts.
2. Exclusive use patio areas constructed of patio stones.
3. Landscaping outside of exclusive use areas, including flower gardens, bushes or small fences.
4. Flower boxes outside of exclusive use areas.
5. Storm doors.
6. Central air conditioners installed in the exclusive use area.
7. Decks in exclusive use areas.
8. Eavestroughing.
9. Interlocking stone patios.
10. Landscaping including planting of bushes and shrub which may grow no taller than 6 feet, in exclusive use areas.
11. Physical aids for the disabled.
12. Utility Sheds in exclusive use areas.
13. Composters in exclusive use areas.
14. Installation of satellite dishes.
15. Range-hood vents.

**ARTICLE V
ACKNOWLEDGEMENT**

Any owner wishing to carry out a Modification after May 5, 2001 shall sign an Acknowledgement in the form attached as Schedule "1". The Acknowledgement shall be held by the Corporation in the owner's unit file and the Corporation shall attach a copy of the Acknowledgement to any status certificate issued regarding the unit.

**ARTICLE VI
PREVIOUS BY-LAWS**

Where any provision in this by-law is inconsistent with the provisions of any previous by-law, the provisions of this by-law shall prevail and the previous by-law shall be deemed to be amended accordingly.

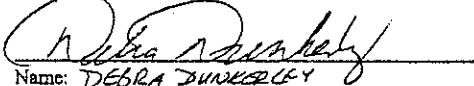
ARTICLE VII
MISCELLANEOUS

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. 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.
3. 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.
4. 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.

The foregoing by-law is hereby passed by the Directors and confirmed by the owners pursuant to the *Condominium Act, 1998* of Ontario.

DATED this 10th day of February, 2003.

CARLETON CONDOMINIUM CORPORATION NO. 150


Name: DEBRA DUNKERLEY
Title: PRESIDENT

I have authority to bind the Corporation.

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This document was prepared by Nelligan O'Brien Payne LLP for CCC #150 based on a thorough review of all relevant documentation and the specific circumstances of this condominium. This document may not be appropriate for another condominium.

Please note: The form from which this document was prepared is regularly revised and updated.

SCHEDULE "1"

Acknowledgement Respecting Modification to Common Elements

TO:

CARLETON CONDOMINIUM CORPORATION NO. 150

("the Corporation")

FROM:

_____ (please print name(s))

("the Owner")

WHEREAS:

1. The Owner is the registered owner of Unit _____, Level 1, Carleton Condominium Plan No. 150.
2. Please choose one of the following [delete all that do not apply]:
 - (a) The Owner is not a spouse.
 - (b) The Owners are spouses of one another.
 - (c) The Owner is a spouse. The person consenting below is the Owner's spouse.
3. The Owner wishes to carry out the following modification to the common elements:

(please print) ("the Modification")
4. The Modification is item number(s) _____ in Article IV of By-Law No. 6 of the Corporation.
5. (If appropriate, add:) Additional detail respecting the modification is contained in the drawings and/or specifications attached as Appendix "1".

NOW THEREFORE:

The Owner acknowledges that the Owner is bound by all of the terms and conditions listed in Article III of the Corporation's By-Law No. 6 and that the said terms and conditions constitute an agreement between the Corporation and the Owner as stated in that By-law. The Owner also agrees to comply with all other By-Laws and Rules of the Corporation that apply to the Modification.

DATE: _____

CARLETON CONDOMINIUM CORPORATION NO. 150

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the Corporation

Witness

Owner

Witness

Owner

Witness

Spouse (where required)

Schedule "A"

CARLETON CONDOMINIUM CORPORATION NO. 150

BY-LAW NO. 7

BE IT ENACTED as By-Law No. 7 (being a by-law respecting Directors' and Officers' Liability Insurance) of CARLETON CONDOMINIUM CORPORATION NO. 150 (referred to as the "Corporation") as follows:

ARTICLE I
DEFINITIONS

All words used herein which are defined in the *Condominium Act, 1998*, or any successor ("the Act") shall have ascribed to them the meanings set out in the Act as amended from time to time.

ARTICLE II
DIRECTORS' AND OFFICERS' LIABILITY INSURANCE

The Corporation shall obtain and maintain Directors' and Officers' Liability Insurance, having coverage not less than the Corporation's General Liability Insurance, but otherwise on terms acceptable to the Board, subject to the following:

- (a) The policy shall provide for coverage on a full claims-made basis, (covering any claims made during the term of the policy arising out of any "wrongful act" since the registration of the Corporation on July 19, 1978). The policy shall therefore provide insurance protection for the actions of all past and present Directors and Officers of the Corporation;
- (b) The policy shall provide coverage on identical terms to all past and present Directors and Officers of the Corporation and they all shall be insureds under the policy. Without limiting the generality of the foregoing, the policy shall contain no exclusions which apply only to certain past or present Directors and Officers of the Corporation, and therefore not to all past or present Directors of the Corporation;
- (c) The Corporation shall be an insured under the policy, and the coverage shall extend to any claims under the policy for which the Corporation may be required to afford indemnity under the provisions of the Act and/or the Corporation's by-laws;
- (d) The policy shall not specifically exclude coverage for claims asserted by the Corporation;
- (e) A copy of this by-law shall be provided to the Directors' and Officers' Liability Insurer and shall be attached to any application for Directors' and Officers' Liability Insurance;
- (f) The Corporation's manager, if any, may be included as an additional insured under the policy.


ARTICLE III
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) Waiver: No restrictions, conditions, obligations or provisions 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.
- (3) 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.
- (4) 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.

The foregoing by-law is hereby passed by the Directors and confirmed by the owners pursuant to the *Condominium Act, 1998* of Ontario.

DATED this 10th day of February, 2003.

CARLETON CONDOMINIUM CORPORATION NO. 150


Print Name: DEBORA DUXBURY
Print Title: PRESIDENT

I have authority to bind the Corporation

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Please note: The form from which this document was prepared is regularly revised and updated.

Schedule "A"

CARLETON CONDOMINIUM CORPORATION NO. 150

BY-LAW NO. 8

BE IT ENACTED as By-Law No. 8 (being a by-law respecting insurance deductibles) of Carleton Condominium Corporation No. 150 (hereinafter referred to as the "Corporation") as follows:

ARTICLE I
DEFINITIONS

All words used herein which are defined in the *Condominium Act, 1998*, or any successor, ("the Act") shall have ascribed to them the meanings set out in the Act as amended from time to time.

ARTICLE II
SECTION 105(3) OF THE ACT

This by-law is passed pursuant to Section 105(3) of the Act, to extend the circumstances under which a deductible loss, as described in Article III, shall be added to the common expenses payable for an owner's unit.

ARTICLE III
INSURANCE DEDUCTIBLES

- (1) Property insurance for the units and common elements (excluding improvements) is obtained and maintained by the Corporation (the "Master Policy"), but is subject to a loss deductible clause.
- (2) The Master Policy accordingly does not cover any loss, or portion of a loss, falling within such deductible. Responsibility for any such loss shall be determined as follows:
 - (a) Any deductible loss relating to damage to a unit (whether or not there has been an act or omission by the owner or lessee of the unit) shall be the responsibility of the owner of the unit, and shall be added to the common expenses payable for the owner's unit [in accordance with Article III (4)].
 - (b) Any other deductible loss shall be the responsibility of the Corporation.
- (3) Notwithstanding the foregoing,
 - (a) each unit owner shall indemnify and save harmless the Corporation and all other owners from any deductible loss (under the Master Policy) related to damage resulting from an act or omission of the owner, or his or her guests, agents or occupants of the unit or resulting from any source which is within the owner's unit. (Accordingly, if any such damage is caused to any part of the property, any related deductible loss under the Master Policy shall be added to the common expenses payable for the owner's unit, in accordance with Article III(4)).
 - (b) the Corporation shall indemnify and save harmless each unit owner from any deductible loss resulting from an act or omission of the Corporation or its directors, officers, agents or employees.

- (4) Any amounts owing to the Corporation by a unit owner by virtue of the terms of this by-law shall be added to the common expenses payable by such unit owner and shall be collectible as such, including by way of condominium lien.
- (5) Each owner shall obtain and maintain insurance, including personal liability insurance, covering the owners' risks as set forth in this by-law.
- (6) The Corporation shall promptly provide written notice of any change in the deductible related to the Master Policy to all owners.

**ARTICLE IV
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 hereof.
- (2) 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.
- (3) 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.
- (4) 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.

The foregoing by-law is hereby passed by the Directors and confirmed by the owners pursuant to the *Condominium Act, 1998*, of Ontario.

DATED this 10th day of February, 2003.

CARLETON CONDOMINIUM CORPORATION NO. 150



Print Name: DEBRA DUNKLEY
Print Title: PRESIDENT

I have authority to bind the Corporation

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This document was prepared by Nelligan O'Brien Payne LLP for CCC No. 150 based on a thorough review of all relevant documentation and the specific circumstances of this condominium. This document may not be appropriate for another condominium.

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Schedule "A"

CARLETON CONDOMINIUM CORPORATION NO. 150

BY-LAW NO. 9

WHEREAS Carleton Condominium Corporation No. 150 and a majority of its owners wish to establish an expeditious cost-effective procedure for achieving fair and equitable resolutions to certain disputes;

BE IT ENACTED as By-Law No. 9 (being a by-law respecting dispute resolution procedures) of Carleton Condominium Corporation No. 150 (hereinafter referred to as the "Corporation") as follows:

**ARTICLE I
DEFINITIONS**

All words used herein which are defined in the *Condominium Act, 1998*, as amended, or any successor thereto (the "Act"), shall have ascribed to them the meanings as set out in the Act.

**ARTICLE II
APPLICATION OF THESE PROCEDURES**

1. **Application:** The mediation and arbitration procedures described in this by-law shall apply to any disagreement between the Corporation and its owners where mediation and/or arbitration is mandated by the Act. These disagreements shall be referred to hereinafter as the "disputes".
2. **Notice:** Any notice required by this by-law shall be delivered in accordance with the Declaration and By-Laws for the Corporation.
3. **Obligation to Co-operate:** The mediator, arbitrator, and all parties shall make every effort to fully co-operate in all of the procedures described herein, to proceed with haste and to act in advance of any time constraint set out in this by-law. Any failure of the parties to so co-operate will be taken into account in any costs award.

**ARTICLE III
MEDIATION PROCEDURES**

1. **Notice of Dispute:** Any party to the dispute may initiate these procedures by delivering to the other parties a Notice of Dispute indicating their intention to proceed to mediation. The notice shall describe briefly the issues in dispute, and shall request a pre-mediation meeting as described in paragraph 2 below.
2. **Pre-mediation Meeting:** A meeting of all parties to the dispute shall be held within seven (7) days of the Notice of Dispute being delivered. All parties shall co-operate in arranging such a meeting. The meeting shall be for the purpose of negotiating in good faith a resolution of the dispute and/or to appoint a mediator as described in paragraph 3. This meeting shall not involve a mediator.
3. **Appointment of Mediator:** If the dispute is not resolved at the pre-mediation meeting, the parties shall jointly appoint a mutually-acceptable independent mediator.

The mediator shall be given a copy of this by-law.

4. **Mediation Deemed to Fail:** If the parties are unable to agree upon a mediator or otherwise fail to appoint a mediator, the mediation will be deemed to have failed sixty (60) days after the Notice of Dispute was delivered, or such earlier date as the parties may agree.
5. **Time and Place for Mediation:** The mediator shall schedule the date, time and location for a mediation conference after consulting with the parties. The mediation conference shall be scheduled for the earliest date which is reasonably suitable to all parties, but shall in any event be no later than thirty (30) days following the appointment of the mediator.
6. **Representation:** Unless the parties agree otherwise, any party may be represented at the mediation conference by a lawyer or agent, but any party so represented must give notice, including the name and address of the lawyer or agent, to the mediator and to the other parties at least five (5) days prior to the date of the mediation conference, or such shorter time as the mediator may determine. The mediation conference will be attended by the parties and/or representatives who have full authority to settle the dispute.
7. **Mediation Brief:** Prior to the mediation, each party or their representative will prepare a brief summary of the issues in the dispute setting out that party's position with respect to each issue. This summary must be delivered to the mediator and to the other parties at least five (5) days before the date of the mediation conference, or such shorter time as the mediator may determine.
8. **Required Disclosure:** Prior to the mediation, there will be complete and honest disclosure by each of the parties to the other and to the mediator of all relevant information and documents. This includes providing each other and the mediator with all information and documentation that would usually be available through the discovery process in a legal proceeding. If either party fails to make such disclosure, then any agreement reached in mediation may be set aside. Disclosure must be completed, not less than five (5) days prior to the date of the mediation, or such shorter time as the mediator may determine.
9. **Confidentiality:** The parties agree that all statements made and information exchanged during the course of the mediation are privileged as being settlement discussions. All such statements or information are made without prejudice to any party's legal position and without waiving any rights, and will be non-discoverable and inadmissible for any purpose in any legal proceeding except with the prior written consent of all parties and the mediator.
10. **Mediator's Report:** The mediator shall prepare a report which describes the results of the mediation. The report shall describe the resolution of any issues that have been resolved, and/or that no agreement has been reached on some or all issues as the case may be. At any time during the process, if the mediator determines that it is not possible to resolve the dispute by mediation, the mediator shall prepare a report reflecting this determination. The Mediator's Report shall be delivered to all parties, but to no other person unless otherwise required by law or court order.
11. **Costs of Mediation:** The Mediator's Report shall allocate the obligation to pay the costs of the mediation amongst the parties. Where the mediation fails, the allocation of the costs of the mediation shall be in the absolute discretion of the mediator. Any amount owing by an owner or tenant may be paid by the Corporation, and shall then be added to the common expenses for the unit and collectible as such, including by way of lien in accordance with the Act.

12. **Implementation of Settlement:** Any agreement or settlement between the parties, whether on matters of procedure or matters of substance, shall be recorded in written minutes and carried out with reasonable haste. The minutes shall be prepared immediately following the agreement or within such further time-frame as is acceptable to all parties.

ARTICLE IV ARBITRATION PROCEDURES

1. **Failed Mediation:** If the mediation is deemed to have failed according to Article III paragraph 4, the dispute shall be submitted to arbitration sixty (60) days after the Notice of Dispute was delivered. If the Mediator's Report indicates that the mediation failed, the dispute shall be submitted to arbitration within thirty (30) days after the Mediator's Report was delivered.
2. **Notice of Arbitration:** Any party to the dispute may submit the dispute to arbitration in accordance with this by-law by delivering to all other parties a Notice of Arbitration requiring the appointment of an arbitrator as described in paragraph 4 below.
3. **Application of the Arbitrations Act, 1991:** The provisions of the *Arbitrations Act, 1991*, as amended, or any successor legislation, shall apply to the arbitration except where a provision of this by-law provides otherwise.
4. **Selection of Arbitrator:** The parties shall agree upon an arbitrator within seven (7) days of the delivery of the Notice of Arbitration.

If the parties are unable to agree upon an arbitrator, the arbitrator shall be appointed by the court according to the provisions of the *Arbitrations Act, 1991*, as amended, or any successor legislation.

The arbitrator shall be given a copy of this by-law.

5. **Time and Place for Arbitration:** The arbitrator shall set the date, time and place for the arbitration hearing after consultation with the parties. The arbitration hearing shall be scheduled for the earliest date which is reasonably suitable to all parties.
6. **Arbitration Brief:** Each party shall deliver to the other parties and to the arbitrator no later than five (5) days prior to the date of the arbitration hearing, written statements setting out the issues in dispute, the party's position on each issue, and the relief sought.
7. **Required Disclosure:** The parties shall exchange all documents on which they will rely at the arbitration no later than seven (7) days prior to the arbitration hearing. Documents not produced within that time frame may only be used at the arbitration hearing with the leave of the arbitrator.
8. **Procedural Matters:** The parties agree that the arbitrator shall rule on all procedural matters arising before the arbitration hearing date. All such matters shall be submitted to the arbitrator in writing. The arbitrator shall provide a brief written award within three (3) days of the receipt of the parties' submissions. No hearing on these matters shall be permitted, unless specifically requested by the arbitrator.

9. **Rules of Evidence:** The arbitrator shall apply the laws of evidence as if the hearing were a trial in the Ontario Superior Court of Justice, subject to the following provisions:
 - a. The arbitrator shall accept oral or written evidence as the arbitrator in its discretion considers proper, whether admissible in a court of law or not.
 - b. The parties may rely on photocopies of originals.
 - c. No notice under the *Evidence Act* is required for business records.
 - d. Expert reports, if any, shall be delivered to the other party at least seven (7) days prior to the date of the arbitration hearing.
 - e. The parties shall be permitted to present oral evidence only if a signed will-say statement is delivered to all parties at least seven (7) days prior to the arbitration hearing date. The will-say statement must include the name and address of the witness as well as an outline of the evidence to be presented. If this requirement is not met, the oral evidence will only be permitted with the leave of the arbitrator.
10. **Offers to Settle:** Rule 49 of the Rules of Civil Procedure or its successor, applies to these proceedings subject to the following provision: An offer to be effective must be delivered to the other party or parties no later than seven (7) days before the date of the arbitration hearing.
11. **Costs of Arbitration:** The arbitrator shall allocate the obligation to pay the costs of the arbitration amongst the parties. The allocation shall be at the absolute discretion of the arbitrator; however, the arbitrator in making an award of costs shall consider the conduct of the parties including the efforts of the parties to proceed with haste, and any offers to settle. Any amounts held to be payable by an owner or a tenant may be paid by the Corporation and then shall be added to the common expenses for the unit and collectible as such, including by way of lien in accordance with the Act.
12. **Arbitral Award:** The arbitrator shall render a decision, together with written reasons, as soon as reasonably possible, and in any case, no later than thirty (30) days after the final submissions of the parties. The arbitrator shall deliver a copy of the decision and reasons to each of the parties to the dispute.
13. **Appeal:** The arbitrator's award shall be binding, except that there is an appeal to the Ontario Superior Court of Justice from an arbitrator's award on a question of law or a question of mixed law and fact.

**ARTICLE V
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. **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.
3. **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.

4. 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.

The foregoing by-law is hereby passed by the directors and confirmed by the owners pursuant to the *Condominium Act, 1998* of Ontario.

DATED this 10th day of February, 2003.

CARLETON CONDOMINIUM CORPORATION NO. 150


Print Name: DEBRA DUNKLEY
Print Title: PRESIDENT

I have authority to bind the Corporation

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This document was prepared by Nelligan O'Brien Payne LLP for CCC#150 based on a thorough review of all relevant documentation and the specific circumstances of this condominium. This document may not be appropriate for another condominium.

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Schedule "A"

CARLETON CONDOMINIUM CORPORATION NO. 150

BY-LAW NO. 10

BE IT ENACTED as By-Law No. 10 (being a by-law to define standard units) of Carleton Condominium Corporation No. 150 (hereinafter referred to as the "Corporation") as follows:

ARTICLE I
DEFINITIONS

All words used herein which are defined in the *Condominium Act, 1998*, or any successor, ("the Act") shall have ascribed to them the meanings set out in the Act as amended from time to time.

ARTICLE II
GENERAL

- (1) The purpose of this by-law is to define the standard units in this condominium, in accordance with the requirements of the Act.
- (2) Where the materials or specifications set out in this by-law are uncertain or incomplete, the standard unit specifications and materials shall be consistent with "Builder's Standard" construction. In the case of any dispute as to what constitutes "Builder's Standard", a comparison shall be had to the quality of the particular feature being offered by builders of comparable construction at the time of the damage.
- (3) The standard unit does not include features, which are part of the common elements. The Corporation's declaration determines which features are part of the common elements and which features are part of the units. To the extent that the attached schedules include features which are part of the common elements, they are included for reference and information purposes. They are not intended to be part of the standard unit.
- (4) Except as otherwise indicated in this by-law, the standard unit(s) shall include all features of the units mentioned in the declaration or shown in the description of the condominium including Sheets 1 to 17 of Part 2 of the description. In the case of any inconsistency between the declaration or description and the schedules to this By-Law, the schedules to this By-Law shall prevail.
- (5) All materials and construction shall conform to the current Ontario Building Code, Ontario Fire Code, Ontario Electrical Safety Code, current Municipal regulations and by-laws, and all applicable bulletins in force. If any component of the standard unit must be upgraded or changed in order to comply with any applicable governmental regulation or code or other law applicable to the repair of insured damage or destruction, the said upgrade or change shall be considered part of the standard unit despite not being clearly defined herein as being part of the standard unit.
- (6) Where the schedules to this By-Law refer to specific brands of equipment or materials, this shall be deemed to include equivalent brands.
- (7) In this condominium, there are four (4) different classes of standard units. Each class is based upon a different model of unit in this condominium. The standard unit for each class or model is defined and described further in plans and specifications contained in the schedule(s) indicated for the particular class. The classes and schedule(s) are as follows:

Class Number	Class Description	Units	Schedule(s)
1	Garden Homes Type "C"	Level 1, Units 1, 12, 28, 35, 37, 38, 45-48, 51, 58, 60, and 64	1
2	Garden Homes Type "D"	Level 1, Units 2, 3, 6, 7, 10, 11, 15-17, 20-22, 25-27, 30, 31, 35, 42, 43, 50, 52, 55-57, and 61-63	1
3	Garden Homes Type "E"	Level 1, Units 4, 5, 8, 9, 13, 14, 18, 19, 23, 24, 29, 32, 33, 44, 49, 53, 54, and 59	1
4	Garden Homes Type "F"	Level 1, Units 34, and 39-41	1

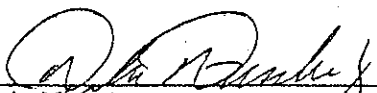
**ARTICLE III
MISCELLANEOUS**

- (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) 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.
- (3) 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.
- (4) Alterations: This by-law or any parts thereof may be varied, altered or repealed by a by-law passed in accordance with the provisions of the Act, and the Declaration.

The foregoing by-law is hereby passed by the Directors and confirmed by the owners pursuant to the *Condominium Act, 1998* of Ontario.

DATED this 10th day of February, 2003.

CARLETON CONDOMINIUM CORPORATION NO. 150


 Print Name: DEBRA DUNKLEY
 Print Title: PRESIDENT

I have authority to bind the Corporation.

Version 5 – May 2002

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Schedule "1"
Carleton Condominium Corporation No. 150
Specifications

Specifications are applicable to all classes. All items are of standard builder's quality, unless otherwise stated.

GENERAL

Interior Doors:	1 3/8" hollow core hardboard.
Floors:	Kitchen, bathroom, powder room and entrance hall have cushioned floor. Living room, dining room, stairs and all bedrooms wall-to-wall carpeting.
Walls:	1/2" Drywall, primed with 2 coats of latex paint.
Trim:	Economy grade wood trim, painted with oil base, semi gloss paint.
Ceilings:	8 foot high ceilings, stipple on drywall.
Windows:	Thermo glazed energy saving slider complete with screens as required. Living room window thermo glazed.

PLUMBING AND MECHANICAL SYSTEMS

- Rented gas fired fast recovery hot water tank
- Gas fired warm air furnace
- 100 amp service (underground wiring) with 20 circuit panel
- Rough-in for future powder room off master bedroom in models C, D and E.
- Copper piping
- PVC drainage pipes
- Hardwired smoke detectors

MISCELLANEOUS FEATURES

- Pre-wired for cable and telephone

ENTRANCE

- Sliding closet doors with one interior shelf and hanging rod
- Glass ceiling light fixture

BEDROOMS

- Class Type "C", "D", and "F" - sliding closet doors with one interior shelf and hanging rod
- Class Type "E" - Walk-In closet with slab door, plastic door knobs and fixtures, and interior closet light fixture and hanging rod (master bedroom only)

SECONDARY BEDROOMS

- Dish style light with two bulbs
- Sliding doors on closets with one interior shelf and hanging rod

HALLWAYS AND STAIRS

- 4 wood shelves in linen closet
- Class Type "C" - slab door in linen closet
- Class Type "D" and "F" - sliding door in linen closet
- Class Type "E" - bi-fold door in linen closet
- Painted wood handrails, metal spindles with plastic cap on metal railing
- Glass ceiling light fixtures

KITCHEN

- Charcoal filter and hood fan over range area
- 2 hanging ball light fixtures
- Builder's standard cabinets in particle board with laminate
- Metal cabinet handles and accessories
- Standard single head faucets
- Plastic Laminate kitchen countertops with single stainless steel sink

BROOM CLOSET

- Standard interior door in Class Type "C", "D", and "F"
- Bi-fold door in Class Type "E"

DINING ROOM

- Basic chandelier

BATHROOMS

- Ceramic tile from tub to drop ceiling or top of window and caulked.
- One globe ceiling fixture
- Standard grade toilet and standard bathtub with shower curtain rod
- Plastic Laminate bathroom countertops
- Ceiling fan and ducts in bathrooms without windows
- Shower head with one spigot and 2 handles
- Porcelain on steel sinks with standard single head sink faucet with 2 handles
- 24" x 36" bathroom mirror
- Builder standard vanity with double doors
- Metal medicine cabinet with mirror

UNFINISHED BASEMENT

- 3" poured concrete over 5" crushed rock
- Floor drain
- Dryer vent and outlet
- Single fibreglass laundry tub with connection for washer

Standard Features

Unless otherwise indicated herein, the following items shall simply be of standard quality and installation and in accordance with all relevant or applicable codes and regulations:

light switch and cover plates
 electrical outlets and cover plates
 plumbing
 drains
 insulation
 ducting, venting and associated fans
 door hardware
 vapour barrier
 electrical wiring
 paint
 trim
 cabinet hardware (bathroom(s) and kitchen)
 door bells - front and back

FOR OFFICE USE ONLY

1127128
 CERTIFICATE OF RECEIPT
 RECEPISSE
 OTTAWA-CARLETON (4)
 98 06 16 11 32

(1) Registry Land Titles (2) Page 1 of _____ pages

(3) Property Identifier(s) Block Property Additional: See Schedule
 15150 0001 to 0064 incl.
 15160 0001 to 0065 incl.

(4) Nature of Document
 NOTICE OF AGREEMENT
 (Under Section 71 of the Land Titles Act)

(5) Consideration
 ONE _____ 00/100 Dollars \$ 1.00

(6) Description
 elements comprising the property included
 All of the units and appurtenant common interests in Carleton Condominium Plan No. 150
 City of Gloucester, Regional Municipality of Ottawa-Carleton
 elements comprising the property included
 All of the units and appurtenant common interests in Carleton Condominium Plan No. 160
 City of Gloucester, Regional Municipality of Ottawa-Carleton
 Land Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4) at Ottawa.

(7) This Document Contains: (a) Redescription New Easement Plan/Sketch (b) Schedule for: Description Parties Other Additional: See Schedule

New Property Identifiers Additional: See Schedule

Executions Additional: See Schedule

(8) This Document provides as follows:

TO: The Land Registrar for the Land Titles Division of Ottawa-Carleton (No. 4) registered in the name of

CARLETON CONDOMINIUM CORPORATION NO. 150, having an unregistered estate/right, interest or equity in the land registered as Property Identifier Number 15150 0001 to 0064, inclusive, hereby applies under Section 71(1) of the Land Titles Act for the entry in the Register of a Notice of Agreement, dated May 15, 1998 and made between CARLETON CONDOMINIUM CORPORATION NO. 150 and CARLETON CONDOMINIUM CORPORATION NO. 160. on behalf of the registered owners

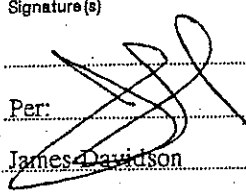
CARLETON CONDOMINIUM CORPORATION NO. 160, having an unregistered estate/right, interest or equity in the land registered as Property Identifier Number 15160 0001 to 0065, inclusive, hereby applies under Section 71(1) of the Land Titles Act for the entry in the Register of a Notice of Agreement, dated May 15, 1998 and made between CARLETON CONDOMINIUM CORPORATION NO. 150 and CARLETON CONDOMINIUM CORPORATION NO. 160. registered in the name of Carleton Condominium Corporation No. 160 on behalf of the registered owners

The evidence in support of this application consists of the Agreement dated May 15, 1998. Continued on Schedule

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

(10) Party(ies) (Set out Status or Interest) Name(s) Signature(s) Date of Signature Y M D

CARLETON CONDOMINIUM CORPORATION
 NO. 150 on behalf of the registered owners
 by its solicitors, Nelligan/Power

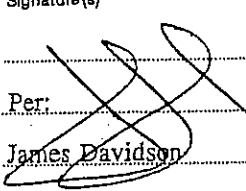
Per: 
 James Davidson

1998 06 12

(11) Address for Service c/o 1900 - 66 Slater Street, Ottawa, Ontario, K1P 5H1

(12) Party(ies) (Set out Status or Interest) Name(s) Signature(s) Date of Signature Y M D

CARLETON CONDOMINIUM CORPORATION
 NO. 160 on behalf of the registered owners
 by its solicitors, Nelligan/Power

Per: 
 James Davidson

1998 06 12

(13) Address for Service c/o 1900 - 66 Slater Street, Ottawa, Ontario, K1P 5H1

(14) Municipal Address of Property Multiple

(15) Document Prepared by: NELLIGAN/POWER Box 241
 Suite 1900
 66 Slater Street
 Ottawa, Ontario
 K1P 5H1
 James Davidson

Fees and Tax	
Registration Fee	
Total	

THIS AGREEMENT dated this 15 day of May, 1998.

BETWEEN:

CARLETON CONDOMINIUM CORPORATION NO. 150

(Herein called "CCC #150")

AND:

CARLETON CONDOMINIUM CORPORATION NO. 160

(Herein called "CCC #160")

WHEREAS:

- I. There is a common boundary between the lands which comprise Carleton Condominium Plan No. 150 and Carleton Condominium Plan No. 160. The two condominiums are adjacent to one another.
- II. CCC #150 and CCC #160 have together constructed a playground (herein called the "Playground") which lies partly on the CCC #150 lands and partly on the CCC #160 lands. That is, the Playground straddles the boundary between the two condominiums.
- III. The Playground comprises the following features:
 - a) a wooden play structure;
 - b) a swing set;
 - c) a slide.

These features are herein called the "Playground Structures".

- IV. CCC #150 and CCC #160 wish to confirm their shared rights and responsibilities with respect to the Playground and the Playground Structures.

Accordingly, in consideration of the mutual covenants contained herein, each corporation on its own behalf and on behalf of the owners of the units therein, from time to time, covenants and agrees with the other as follows:

1. Use of Playground and Playground Structures

The residents of CCC #150 and the residents of CCC #160 shall be entitled to make reasonable use of the Playground (including the Playground Structures), subject to the Playground Rules and any other relevant Rules of either condominium corporation.

2. Sharing of Costs and Liability

CCC #150 and CCC #160 shall equally share all expenses for the operation, inspection, maintenance, repair and replacement of the Playground (including the Playground Structures).

The condominium corporations shall share equally all liabilities and obligations with respect to the Playground (including the Playground Structures).

3. Administration

There shall be a Committee comprised of two (2) directors from each of CCC #150 and CCC #160 (for a total of 4 Committee members)(herein called the "Committee"), which shall be responsible for the administration of the Playground. The Boards of each of CCC #150 and

CCC #160 shall, by resolution, designate the two committee members from the respective condominiums. The Committee shall meet at least annually, on a date or dates to be determined by agreement between CCC #150 and CCC #160. The Committee procedures shall otherwise be established by agreement between the condominium corporations.

Without limiting the generality of the foregoing, the Committee shall:

- (a) establish an annual budget for the operation and maintenance of the Playground (including the Playground Structures);
- (b) establish a reserve fund for long-term repair and replacement of the Playground Structures, in accordance with the *Condominium Act*;
- (c) make the necessary arrangements for maintenance and repair of the Playground (including the Playground Structures);
- (d) establish rules (herein called "Playground Rules") relating to the use of the Playground, which must then be passed by each of the condominium corporations in accordance with the *Condominium Act*;
- (e) obtain and maintain insurance, in the names of CCC #150 and CCC #160, in accordance with the *Condominium Act*, covering the following risks:
 - (i) the risk of damage to the Playground (including the Playground Structures);
 - (ii) the risk of liability to either or both of the condominium corporations with respect to the Playground (including the Playground Structures).
- (f) deal with any proposed changes to the Playground (including the Playground Structures), provided that any required approving votes from the owners in each of the condominiums are also obtained for these purposes.

4. Term and Termination

This Agreement shall be for a term of twenty (20) years, commencing the 15 day of May, 1998, and ending on the 14 day May, 2018. During the term of this Agreement, either condominium corporation may terminate the Agreement, without cause, upon one (1) year's written notice to the other condominium corporation.

Upon termination of this Agreement, any necessary payments shall be made by the condominium corporations, or adjustments shall be made as between the condominium corporations, so as to ensure that there is equal treatment of the two condominium corporations with respect to the Playground.

This Agreement may be renewed or extended by further written agreement between the condominium corporations.

5. Arbitration

The condominium corporations agree to submit to arbitration any dispute respecting the interpretation or application of this Agreement.

6. General

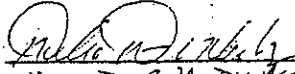
- (a) The condominium corporations agree to execute and deliver such further and other instruments, agreements and writings and do and perform and cause to be done and performed such further and other acts and things that may be necessary or desirable in order to give full effect to this Agreement and every part hereof.

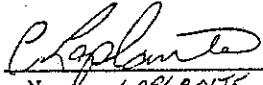
- (b) This Agreement shall ensure to the benefit of and be binding upon the parties hereto, their respective successors and assigns and all the owners from time and time of the units and common elements of the respective lands.
- (c) If any term, covenant or condition of this Agreement to any extent is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each term, covenant and condition of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.
- (d) This Agreement shall not be modified or amended except by instrument in writing signed by the parties or by their permitted successors or assigns.
- (e) All words and terms employed in this Agreement shall have the meanings and definitions ascribed to them in the *Condominium Act*.
- (f) All references to the parties shall include their respective owners, managers, employees, agents, workers, contractors, residents, tenants, invitees and administrators.

IN WITNESS WHEREOF the parties have hereunto affixed their corporate seals under the hands of their proper officers duly authorized in that behalf.


SIGNED, SEALED AND DELIVERED)

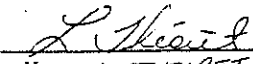
CARLETON CONDOMINIUM CORPORATION NO. 150

Per: 
 Name: DEBORA DUNKERLEY
 Title: PRESIDENT

Per: 
 Name: LAPLANTE
 Title: SEC.

CARLETON CONDOMINIUM CORPORATION NO. 160

Per: 
 Name: S. SORENSON
 Title: PRESIDENT

Per: 
 Name: L. THORET
 Title: SECRETARY