

DECLARATION MADE PURSUANT TO THE CONDOMINIUM ACT,  
R.S.O. 1970

MADE this 14th day of December, 1979, by:  
DOUGLAS MacDONALD HOMES LIMITED

1. The Declarant intends that the lands described in Schedule "A" on which eighty six dwelling units have been built be governed by The Condominium Act, and that the terms used herein have the same meaning as in the Act unless otherwise specified.
2. The consents of persons who have monetary claims against the lands or interests appurtenant to the lands are attached as Schedule "B".
3. The monuments controlling the extent of the units are the physical surfaces mentioned in Schedule "C".
4. Each owner shall have an undivided interest in the common elements as a tenant in common with all other owners and shall contribute to the common expenses in the proportions set out in Schedule "D". The total of the proportions of the common interests shall be one hundred per cent (100%).
5. The common expenses shall be the expenses of the performance of the objects and duties of the Corporation and the expenses listed in Schedule "E".
6. Each unit shall be used for residential purposes only and shall, in no event, be used in such manner as to give rise to an increase in rate or the cancellation or threat of cancellation of any policy of insurance maintained by the Corporation. The Declarant, however, may maintain a construction office, sales office and suites as models for display until such time as the construction is complete and all units have been sold.
7. The owner of each unit shall have the exclusive use of those parts of the common elements set out in Schedule "F" and be subject to the restrictions set out in that schedule. The restrictions do not apply to any mortgagee holding first mortgages on at least 10% of the units. Such mortgagee shall have a right of access for inspection upon 48 hours notice to the Corporation.
8. The Corporation shall repair common elements after damage and maintain all the common elements except the interior surfaces of windows in the units. Each owner shall repair his unit after damage and maintain his unit and the interior surfaces of windows in his unit.
9. For the purpose of the duties to repair and maintain, the definition of unit shall extend to all improvements made by the Declarant in accordance with its architectural plans notwithstanding that some of such improvements may be made after registration of this declaration. A complete set of all the original architectural and structural plans and specifications for any additions, alterations or improvements from time to time made to the common elements or to any unit with the prior consent in writing of the board, shall be maintained in the office of the corporation at all times, for the use of the corporation in rebuilding or repairing any damage to the building, and for the use of any owner.
10. No owner shall make structural changes in or to his unit or maintain, decorate, alter or repair any part of the common elements without the consent of owners of a majority of the units.
11. Within 10 days of a determination by the board that there has been substantial damage to 25% of the buildings, notice of the determination and of a meeting for the purpose of voting for repair shall be given by registered mail or personal delivery to the owners and mortgagees. The meeting shall be held within 30 days of the determination.

12. The Corporation, to the extent obtainable, shall maintain fire insurance with extended coverage, in respect of its obligation to repair and in respect of the owners' interests in the units and common elements, and the owner's obligation to repair, against damage to:

- (a) the common elements;
- (b) property owned by the Corporation; and
- (c) the units except for any improvements in the units made by the owners thereof;

in an amount equal to the full replacement cost without deduction for depreciation.

Prior to obtaining any policy or policies of insurance under this paragraph 12, or any renewal or renewals thereof, or at such other time as the board may deem advisable, 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 paragraph 12 and the cost of such appraisal shall be a common expense.

The insured under the policy shall be the Corporation and the owners of the units from time to time. Such insurance shall contain:

- (.01) a waiver of the insurer's option to repair, rebuild or replace in the event that after damage there is no vote to repair and government of the property by the Act is terminated.
- (.02) a waiver of any defence by the insurer based on co-insurance, breach of a statutory condition or invalidity arising from the conduct of, or any act or omission by any insured. A stated amount co-insurance clause is sufficient compliance with the requirements for waiver of a co-insurance provision.
- (.03) a waiver of subrogation against the Corporation, its manager, agents, employees, and servants, the owners and any member of the household of an owner.
- (.04) an exclusive right to the Corporation to amend the policy and to adjust and settle claims both on its own behalf and on behalf of the owners. The Corporation may, however, authorize an owner to adjust the loss in regard to a claim arising out of damage to his unit.
- (.05) a provision that the policy shall be primary insurance in respect of any other insurance purchased individually by owners.
- (.06) a provision that loss is payable to an insurance trustee for any claim over \$ 10,000.00, otherwise to the condominium corporation.
- (.07) a provision that the insurance shall not be cancelled or substantially modified without at least 60 days' notice to the Corporation, the insurance trustee and any mortgagees noted thereon.

13. A certificate or memorandum of all insurance policies, and endorsements thereto shall be issued as soon as possible to each owner and a duplicate original or certified copy of the policy to each mortgagee; renewal certificates or certificates of new insurance policies shall be furnished to each owner and renewal certificates or certified copies of new insurance policies to each mortgagee not later than ten days before the expiry of any current insurance policy. The master policy for any insurance coverage shall be kept by the corporation in its offices, available for inspection by an owner or mortgagee on reasonable notice to the corporation.

14. The Corporation shall maintain public liability insurance insuring the liability of the Corporation and the owners from time to time at limits to be determined by the board and shall maintain such special insurance as may be required by the nature of the mechanical systems of the property.
15. The Corporation shall enter into and at all times maintain an insurance trust agreement with a Trust Company registered under The Loan and Trust Corporations Act, or a Chartered Bank, or in the event such institutions refuse to act, such other institutions authorized to act as an insurance trustee as the owners may approve by by-law. Such agreement shall provide that the trustee shall hold all insurance proceeds in trust and disburse the proceeds in satisfaction of the Corporation's and owners' respective obligations to repair. In the event of termination of the Condominium, proceeds are to be disbursed to the owners and their respective mortgagees as their interests may appear.
16. Every mortgagee shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage where such application would prevent application of the insurance proceeds in satisfaction of an obligation to repair.
17. Each owner shall indemnify the Corporation against loss, cost, damage or injury caused to the common elements because of the willful or unlawful act or omission of such owner or any resident of his unit.
18. As soon as practicable after the registration of this declaration, the members may, without notice, elect directors. The board so elected may, without notice, hold its first meeting provided a quorum of directors is present.
19. Until changed the Corporation's address for services/shall be  
and mailing address  
Montfort Street, Vanier, Ontario.

DATED at Ottawa , this 14th day of December 1979.

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

DOUGLAS MacDONALD HOMES LIMITED

Per: 

Per: 

SCHEDULE "B"


THE CONDOMINIUM ACT


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

NATIONAL TRUST COMPANY, LIMITED having a registered encumbrance:  
within the meaning of Clause B of Subsection 1 of Section 3 of The  
Condominium Act registered as Number NS 43219 in the Land Registry  
Office for the Registry Division of Ottawa-Carleton (No. 5) and  
filed for reference in the Land Titles Office of the Land Titles  
Division of Ottawa No. 4 as No. 206288, 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 14th day of December 1979.

NATIONAL TRUST COMPANY, LIMITED

Per:   
Title: MORTGAGE MANAGER

Per:   
Title: MANAGER

SCHEDULE "A"

ALL AND SINGULAR that certain parcel or tract of land and premises situate lying and being in the City of Vanier, in the Regional Municipality of Ottawa-Carleton, formerly in the Township of Gloucester, being Lots 31, 32, 33, and 34 and part of Lots 13, 14, and 35 according to Plan 47 for the City of Vanier, and part of Montfort Street, according to said Plan 47 closed by Judge's Order registered as number NS 28377, and part of Lot 5 Junction Gore of the original Township of Gloucester in the County of Carleton, registered in the Land Registry Office for the Registry Division of Ottawa-Carleton designated as Parts 1, 2, and 3 on a Plan of Survey deposited in the Land Registry Office for the Land Titles Division of Ottawa-Carleton at Ottawa as 4R-3113, TOGETHER WITH a right-of-way as more particularly set out in Instrument NS 32080 over parts of Lots 11 and 14 on said Plan 47 designated as Parts 4, 8, 9, and 10 on Reference Plan 5R-3530. TOGETHER WITH an easement as more particularly set out in Instrument NS 32080 over parts of Lots 11 and 14 on said Plan 47 designated as Parts 4, 8, 9, and 10 on Reference Plan 5R-3530.

SUBJECT TO a right-of-way as more particularly set out in Instrument NS 32080 as to the said Parts 2 and 3 on said Plan 4R-3113

SUBJECT TO an easement as more particularly set out in Instrument NS 32080 as to the said Parts 2 and 3 on said Plan 4R-3113.

Being the whole of Parcel 31-1 in the Register for Section 47.

SCHEDULE "C"

UNIT BOUNDARY MONUMENTATION

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

HORIZONTAL BOUNDARIES OF UNITS ARE:-

- a) The lower boundary of the unit is the upper surface of the poured concrete floor slab beneath the unit.
- b) The upper boundary of the unit is the upper surface of the drywall ceiling on the upper floor.

VERTICAL BOUNDARIES OF UNITS ARE:-

- a) The interior face of poured concrete foundation walls in the basement and the unitside line and face of the framing studs forming exterior walls and walls dividing the units.
- b) In the vicinity of fire walls dividing certain units only, the location of which are shown on Part 1, Sheet 1 of the Description, the unit boundary shall be the interior face of the poured concrete foundation wall in the basement and the interior face of the concrete block firewall dividing the units.
- c) The above boundaries of a) are produced across all openings for windows and doors leading out of the units.

Notwithstanding the foregoing, the unit shall not include such pipes, wires, conduits, flues or Public Utility lines within the units which serve other units in the Condominium as well as that of the Owner.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY that the aforementioned unit boundaries correspond with the unit boundaries reflected in the cross-sections shown on Part 1 Sheet 1 of the Description.

DATED

Oct 4<sup>th</sup> 1979

  
H.J. MARTIN  
ONTARIO LAND SURVEYOR

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	1.16279
2	1	1.16279
3	1	1.16279
4	1	1.16279
5	1	1.16279
6	1	1.16279
7	1	1.16279
8	1	1.16279
9	1	1.16279
10	1	1.16279
11	1	1.16279
12	1	1.16279
13	1	1.16279
14	1	1.16279
15	1	1.16279
16	1	1.16279
17	1	1.16279
18	1	1.16279
19	1	1.16279
20	1	1.16279
21	1	1.16279
22	1	1.16279
23	1	1.16279
24	1	1.16279
25	1	1.16279
26	1	1.16279
27	1	1.16279
28	1	1.16279
29	1	1.16279
30	1	1.16279
31	1	1.16279
32	1	1.16279

cont'd

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	1.16279
34	1	1.16279
35	1	1.16279
36	1	1.16279
37	1	1.16279
38	1	1.16279
39	1	1.16279
40	1	1.16279
41	1	1.16279
42	1	1.16279
43	1	1.16279
44	1	1.16279
45	1	1.16279
46	1	1.16279
47	1	1.16279
48	1	1.16279
49	1	1.16279
50	1	1.16279
51	1	1.16279
52	1	1.16279
53	1	1.16279
54	1	1.16279
55	1	1.16279
56	1	1.16279
57	1	1.16279
58	1	1.16279
59	1	1.16279
60	1	1.16279
61	1	1.16279
62	1	1.16279
63	1	1.16279
64	1	1.16279
65	1	1.16279



cont'd

SCHEDULE "D"

<u>UNIT NUMBER</u>	<u>LEVEL NUMBER</u>	<u>PROPORTION OF COMMON INTEREST AND CONTRIBUTION OF COMMON EXPENSES IN PERCENTAGES</u>
66	1	1.16279
67	1	1.16279
68	1	1.16279
69	1	1.16279
70	1	1.16279
71	1	1.16279
72	1	1.16279
73	1	1.16279
74	1	1.16279
75	1	1.16279
76	1	1.16279
77	1	1.16279
78	1	1.16279
79	1	1.16279
80	1	1.16279
81	1	1.16280
82	1	1.16280
83	1	1.16280
84	1	1.16280
85	1	1.16280
86	1	1.16280

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 objects and duties whether such objects or duties are imposed under the provisions of the Act or of the within Declaration or performed pursuant to 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 services (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
  - electricity
  - 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 the purposes of internal site servicing, including the obligations of Douglas MacDonald Homes Limited under an Agreement dated September 22, 1978 with L.A.T. MacDonald Enterprises Limited for the repair or maintenance of a roadway and water main on or under and through Parts 2 and 3 as shown on Plan 5R-3530;
- (e) 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;
- (f) 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;
- (g) 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.

Schedule "E" continued/..

- (h) All sums of money payable under Clause (b) of Article VI of Part III hereof;
- (i) 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;
- (j) The fees and disbursements of the Insurance Trustee, if any;
- (k) The cost of maintaining the fidelity bonds as provided in the By-laws.

SCHEDULE "F"

EXCLUSIVE USE OF PARTS OF COMMON ELEMENTS

- (a) The Owners of Units 1 to 86, 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 a parking space, the location of which shall be designated by the Board from time to time.
- (b) The Owners of Units 1 to 86, 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 front thereof and as designated in Part 1, Sheet 2, the Description numbered the same as the Unit with the affix "A".

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.



RESOLUTION

BE IT RESOLVED THAT:

1. An application be made to the Land Registrar for the Land Titles Division of Ottawa-Carleton on behalf of the registered owners to have Notice of an Agreement dated the 25th day of May, 1979, made between The Regional Municipality of Ottawa-Carleton and Douglas MacDonald Homes Limited entered on the Parcel Register.

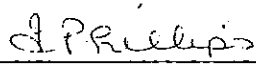
DATED this 31st day of January, 1980.

" I.PHILLIPS"

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I. Phillips, Secretary

CERTIFIED to be a true copy of the above-noted Resolution passed on the 31st day of January, 1980.

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Carleton Condominium Corporation No. 177  
Secretary

AGREEMENT

THIS AGREEMENT made in triplicate this 25th  
day of May, 1979

BETWEEN:

THE REGIONAL MUNICIPALITY OF OTTAWA-CARLETON,  
hereinafter called the "REGION"

AND:

DOUGLAS MacDONALD HOMES LTD

hereinafter called "OWNER"

WHEREAS the Owner is the Owner of the lands  
described in Schedule "A" to this Agreement and proposes to  
declare a Plan of Condominium,

AND WHEREAS the Region deems it expedient in the  
public interest that the owner be required to comply with  
certain requirements with respect to the draft Plans and  
conditions imposed by the Ministry of Housing in relation to  
the planning and development of the lands contained in the  
proposed condominium;

NOW THEREFORE the parties agree as follows:

1. The Owner shall install all water mains and hydrants  
in the location and in accordance with the design and  
specifications and to the satisfaction of the Works  
Commissioner of the Region.
2. The Owner shall pay all costs incurred by the Region  
in relation to the installation of water mains and hydrants  
including the cost of connection, sterilization, and  
inspection of the water mains by employees or agents of the  
Region.

3. The details of servicing and metering for the individual units shall be to the satisfaction of the Works Commissioner of the Region.

4. Upon completion of the installation of all water mains, hydrants, and service pipes the Owner shall provide the Region with five (5) copies of the "as built" plan showing the location of the water mains, hydrants and service pipes.

5. The Region shall inspect the hydrants on a regular basis in connection with the inspection schedule for Regional hydrants in the same area during the winter season, at a fee of \$35.00 per hydrant per winter season, or at such other fee as may, from time to time, be established by the Council of the Region.

6. Any hydrants requiring thawing shall be thawed by the Region, at a fee of \$8.00 per hydrant or at such other fee as may from time to time be established by the Council of the Region.

7. The Region will undertake necessary repairs to the hydrants, water mains, and service pipes at the Owner's expense.

8. The Owner shall indemnify and save harmless the Region from all liability and demands and claims whatsoever arising from the inspection of or repairs to the hydrants and repairs to the water mains and/or service pipes.



9. The owner shall at all times allow the employees and agents of the Region and any Fire Department having jurisdiction to enter the property with machinery, materials, vehicles and equipment necessary to maintain, inspect, alter and repair the water mains and hydrants located on the land.

10. The owner shall be responsible for providing free and unobstructed access to the work site, as required, including at his own cost keeping the hydrants free at all times from ice, snow or other material so that it will be readily accessible at all times to members of the Fire Department and employees of the Region.

11. (1) The Owner shall pay all accounts rendered by the Region for work done under this agreement within thirty (30) days of the date of billing, and, in the event of failure to pay, a penalty will be charged on the amount outstanding at the rate of one (1%) percent on the first day of each calendar month thereafter in which default continues.

(2) Any payments received on accounts rendered shall be applied first to any penalties which have accrued and the balance shall be applied to reduce the principal amounts outstanding.

(3) In the event of failure to pay for work done under this agreement within ninety (90) days of the date of billing the Region may recover all monies due in the like manner as municipal taxes.

(4) The Owner shall advise the Region of the mailing address of the Owner and each change of address, and the name, address and telephone number of a person responsible to the owner for service maintenance.

12. This agreement and everything contained herein shall enure to the benefit of and be binding upon the proposed Condominium Corporation and the Region shall not be obliged to provide repair or maintenance service for the water mains or hydrants until the proposed Condominium Corporation is declared.

13. HEIRS, SUCCESSORS BOUND

It is agreed and declared that this Agreement and covenants, provisos, conditions and schedules herein shall enure to the benefit of and be binding upon the respective successors or assigns of each of the parties hereto.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals, attested by the hands of their proper officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED ) DOUGLAS MacDONALD HOMES LTD.

in the presence of )

) Robert Tennant  
) *Authorized signing officer*  
) \_\_\_\_\_  
) \_\_\_\_\_

) THE REGIONAL MUNICIPALITY OF  
) OTTAWA-CARLETON

) [Signature]  
) CHAIRMAN

) [Signature]  
) CLERK

APPROVED FOR EXECUTION  
[Signature]  
REGIONAL SOLICITOR

SCHEDULE A

DESCRIPTION OF THE LANDS

ALL AND SINGULAR THAT CERTAIN PARCEL OR TRACT OF  
LAND SITUATE, LYING AND BEING:

IN the City of Vanier, in the Regional  
Municipality of Ottawa-Carleton and Province of  
Ontario and BEING COMPOSED of Parts of Lots 13,  
14 and 35 and the whole of lots 31, 32, 33 and 34  
and Part of Montfort Street (Closed ) on Registered  
Plan 47 and Part of Lot 5 Junction Gore, designated  
as parts 1,2, and 3 on a Reference Plan deposited  
in the Registry Office for the Registry Division of  
Carleton No. 5 as Plan 5R - 3530 on the 29th day  
of May, 1978.

DATED THE 25TH DAY OF MAY, 1979

BETWEEN:

DOUGLAS MacDONALD HOMES LTD

AND

THE REGIONAL MUNICIPALITY OF  
OTTAWA-CARLETON

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CONDOMINIUM AGREEMENT

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The Regional Municipality  
of Ottawa-Carleton  
Legal Department  
222 Queen Street  
Ottawa, Ontario

DK:web

File No: C.1.2.149

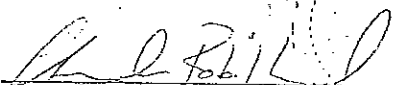
The Condominium Act 1978

C E R T I F I C A T E

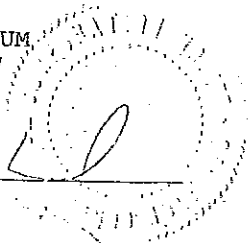
CARLETON CONDOMINIUM CORPORATION NO. 177  
hereby certifies that the By-law Number 2  
attached hereto was made in accordance with the  
Condominium Act, 1978, S. O. 1978, C. 84 and any  
amendments thereto, the Declaration and the By-laws  
of the Corporation, and that the said By-law Number 2  
has not been amended and is in full force and  
effect.

DATED at Ottawa, in the Regional Municipality  
of Ottawa-Carleton, this 7 day of November  
1980.

CARLETON CONDOMINIUM  
CORPORATION NO. 177

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary



WHEREAS The Condominium Act, 1978, S. O. 1978, C. 84 (hereinafter called the "Act") provides that the registration of a Declaration and Description creates a Corporation without share capital whose members are the owners from time to time.

AND WHEREAS by the said Act it is further provided that when a Declaration and Description are registered, the Master of Titles in whose office they are registered shall assign a name to the Corporation in accordance with the regulations.

AND WHEREAS a Declaration was registered in the Office of Land Titles at Ottawa on the 18 day of Dec<sup>79</sup>, 1980 as Instrument Number 22 4684 together with a Description covering all and singular that certain parcel or tract of land and premises situate, lying and being in the Township of Nepean in the Regional Municipality of Ottawa-Carleton and being composed of the lands more particularly described in Carleton Condominium Plan No. 177.

AND WHEREAS upon registration of the said Declaration and Description the Master of Titles at Ottawa assigned to the Corporation created the name of Carleton Condominium Corporation No. 177 (hereinafter called the "Corporation").

AND WHEREAS by the said Act it is further provided that the Corporation may, by a vote of members who own sixty-six and two thirds per cent (66 2/3%) of the common elements, or such greater percentage as is specified in the Declaration, make special By-Laws for easements and leases of common elements.

AND WHEREAS the said Declaration does not specify a greater percentage.

NOW THEREFORE under the authority of the said Act and of the said Declaration, proper notice having been given to all members of the Corporation and to all registered chargees in first priority,

BE IT ENACTED as By-Law Number 2 of the Carleton Condominium Corporation No. 177 as follows:

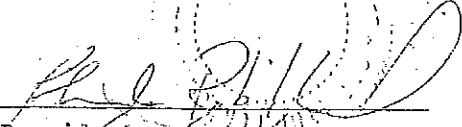
The Corporation may lease any part or parts of the common elements (other than "exclusive use portions" of the common elements) designated by the Board of Directors of the Corporation as "general parking" for

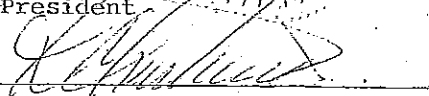
such period and upon such terms and conditions as the Board may from time to time determine.

The Corporation shall be entitled to grant or transfer easements or licences through the common elements or enter Maintenance Agreements with the Consumers' Gas Company, The Hydro Electric Commission of the Township of *Repeal* upon such terms and conditions as the Board of Directors of the Corporation may from time to time determine.

ENACTED this *7* day of *November*, 1980. as By-Law Number *2* of CARLETON CONDOMINIUM CORPORATION NO. 177.

WITNESS the Corporate Seal of CARLETON CONDOMINIUM CORPORATION NO. 177.

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

**CARLETON CONDOMINIUM CORPORATION NO. 177**

**BY-LAW NO. 3**

BE IT ENACTED as By-Law No. 3 (being a By-Law respecting insurance deductibles) of Carleton Condominium Corporation No. 177 (hereinafter referred to as the "Corporation") as follows:

**ARTICLE I  
DEFINITIONS**

All words used herein which are defined in the *Condominium Act*, R.S.O. 1990, c.C-26, 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  
INSURANCE DEDUCTIBLES**

- (1) Property insurance for the units and common elements (excluding improvements and betterments made or acquired by an owner) is obtained and maintained by the Corporation (the "Master Policy"), but may be subject to a loss deductible clause.
- (2) Accordingly, the Master Policy does not cover any loss, or portion of a loss, falling within any such deductible. Responsibility for any such loss must therefore be determined by reference to the normal repair responsibilities, without regard to insurance issues. Therefore:
  - (a) any deductible loss relating to damage to a unit shall be the responsibility of the owner of the unit; and
  - (b) any deductible loss relating to damage to the common elements shall be the responsibility of the Corporation.
- (3) Notwithstanding the foregoing,
  - (a) each unit owner shall indemnify and save harmless the Corporation and other owners from any deductible loss (under the Master Policy) resulting from a negligent act or omission of the owner, or his or her guests, agents or occupants of the unit.
  - (b) the Corporation shall indemnify and save harmless each unit owner from any uninsured loss, including a deductible loss (not covered by either the Master Policy or any insurance arranged by the owner), resulting from a negligent act or omission of the Corporation or its agents or officers.
- (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) The Corporation has the right to raise deductibles on the Master Policy from time to time, but shall promptly provide written notice of any change in the deductible to all owners.



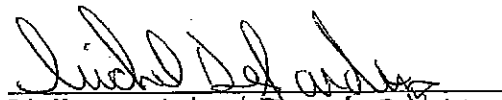
**ARTICLE III  
MISCELLANEOUS**

- (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 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 of Ontario.

DATED this 23rd day of February, 2000.

**CARLETON CONDOMINIUM CORPORATION NO. 177**

  
Print Name: Michel Desjardins  
Print Title: President

I have authority to bind the Corporation

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Schedule "A"

CARLETON CONDOMINIUM CORPORATION NO. 177

BY-LAW NO. 4

BE IT ENACTED as By-Law No. 4 of CARLETON CONDOMINIUM CORPORATION NO. 177 (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) 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 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 31<sup>ST</sup> 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 received and effective on the date it is deposited in a post office or public letter box. 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:

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 NO. 1**

By-Law No. 1 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 27<sup>th</sup> day of February, 2003.

**CARLETON CONDOMINIUM CORPORATION NO. 177**

  
Print Name: MICHEL DESJARDINS  
Print Title: PRESIDENT

I have authority to bind the Corporation.

Version 7 - May, 2002

© All rights reserved.

This document was prepared by Nelligan O'Brien Payne LLP for CCC #177 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. 177

BY-LAW NO. 5

BE IT ENACTED as By-Law No. 5 (being a by-law respecting common element modifications) of CARLETON CONDOMINIUM CORPORATION NO. 177 (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 III(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:**

- 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.
- 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. All common element modifications made in connection with the installation of a gas fireplace.
2. Flower boxes / flower beds.
3. Storm doors.
4. Central air conditioners installed in the exclusive use area.
5. Interlocking stone patios or floating decks not attached to the structure.
6. Vents for high efficiency gas furnaces.
7. External natural gas outlets.
8. Physical aids for the disabled.
9. Window air conditioners.
10. No landscape materials or shrubs which grow in excess of 6 feet.
11. Installation of satellite dishes.

**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 or Rule, the provisions of this by-law shall prevail and the previous by-law or Rule shall be deemed to be amended accordingly.

**ARTICLE VII  
MISCELLANEOUS**

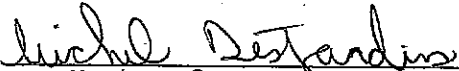
1. **Invalidity:** The invalidity of any part of this by-law shall not impair or affect in any manner the validity and enforceability or effect of the balance thereof.

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 27<sup>th</sup> day of February, 2003.

CARLETON CONDOMINIUM CORPORATION NO. 177

  
Name: Michel DesSARDINS  
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 #177 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.

SCHEDULE "1"

Acknowledgement Respecting Modification to Common Elements

TO:

CARLETON CONDOMINIUM CORPORATION NO. 177

("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. 177.
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. 5 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. 5 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. 177**

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. 177

BY-LAW NO. 6

BE IT ENACTED as By-Law No. 6 (being a by-law respecting Directors' and Officers' Liability Insurance) of CARLETON CONDOMINIUM CORPORATION NO. 177 (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 December 18, 1979). 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 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 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 27<sup>th</sup> day of February, 2003.

**CARLETON CONDOMINIUM CORPORATION NO. 177**

  
Print Name: MICHEL DESJARDINS  
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 #177 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.

- (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.

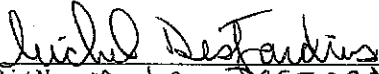
**ARTICLE V  
MISCELLANEOUS**

- (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 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 27<sup>th</sup> day of February, 2003.

**CARLETON CONDOMINIUM CORPORATION NO. 177**

  
Print Name: Michel DESJARDINS  
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. 177 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. 177**

**BY-LAW NO. 7**

BE IT ENACTED as By-Law No. 7 (being a by-law respecting insurance deductibles) of Carleton Condominium Corporation No. 177 (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  
REPEAL OF BY-LAW NO. 3**

By-Law No. 3 is hereby repealed and replaced by this by-law.

**ARTICLE III  
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 IV, shall be added to the common expenses payable for an owner's unit.

**ARTICLE IV  
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 IV (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. (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 IV(4)).

Schedule "A"

CARLETON CONDOMINIUM CORPORATION NO. 177

BY-LAW NO. 8

WHEREAS Carleton Condominium Corporation No. 177 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. 8 (being a by-law respecting dispute resolution procedures) of Carleton Condominium Corporation No. 177 (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. The arbitrator's award may include an award of costs, payable by any party or parties to any other party or parties, incurred in relation to the arbitration and/or prior mediation.
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 COMMON EXPENSES

Any amounts owing to the corporation by an owner, as a result of any mediation or arbitration, shall be added to the common expenses for the owner's unit.

#### ARTICLE VI MISCELLANEOUS

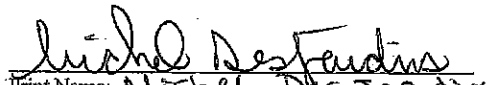
1. **Invalidity:** The invalidity of any part of this by-law shall not impair or affect in any manner the validity and enforceability or effect of the balance thereof.
2. **Waiver:** No restriction, condition, obligation or provision contained in this by-law shall be deemed to have been abrogated or 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 27<sup>th</sup> day of February, 2003.

**CARLETON CONDOMINIUM CORPORATION NO. 177**

  
Print Name: Michel Desjardins  
Print Title: President

I have authority to bind the Corporation

Version 4 - June 28, 2002

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This document was prepared by Nelligan O'Brien Payne LLP for CCC #177 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. 177

BY-LAW NO. 9

BE IT ENACTED as By-Law No. 9 (being a by-law to define standard units) of Carleton Condominium Corporation No. 177 (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 14 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. Where conflicting requirements exist, the most stringent shall apply. 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 two (2) 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	End Units	Level 1, Units 1, 4, 5, 8, 9, 15, 16, 22, 23, 28, 29, 34, 35, 40, 41, 46, 47, 53, 54, 60, 61, 67, 68, 74, 75, 80, 81 and 86	1
2	Interior Units	Level 1, Units 2, 3, 6, 7, 10, 11, 12, 13, 14, 17, 18, 19, 20, 21, 24, 25, 26, 27, 30, 31, 32, 33, 36, 37, 38, 39, 42, 43, 44, 45, 48, 49, 50, 51, 52, 55, 56, 57, 58, 59, 62, 63, 64, 65, 66, 69, 70, 71, 72, 73, 76, 77, 78, 79, 82, 83, 84 and 85	2

**ARTICLE III  
MISCELLANEOUS**

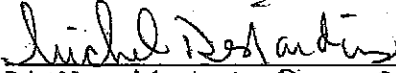
- (1) Invalidity: The invalidity of any part of this by-law shall not impair or affect in any manner the validity and enforceability or effect of the balance thereof.
- (2) Waiver: No restriction, condition, obligation or provision contained in this by-law shall be deemed to have been abrogated or waived 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 27<sup>th</sup> day of February, 2003.

**CARLETON CONDOMINIUM CORPORATION NO. 177**

  
Print Name: MICHEL DESJARDINS  
Print Title: president

I have authority to bind the Corporation.

Version 5 – May 2002

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This document was prepared by Nelligan O'Brien Payne LLP for CCC #177 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"  
**Carleton Condominium Corporation No. 177**  
 Specifications

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

**SECTION ONE: GENERAL**

**Interior Doors:** 1 3/8" hollow core hardboard plastic passage sets  
**Floors:** Kitchen, bathroom, powder room and entrance hall have cushioned floor.  
 Living room, dining room, stairs and all bedrooms have wall to wall carpeting  
**Walls:** 1/2" Drywall, primed and painted with two coats of latex paint  
**Trim:** Oil based semi-gloss painted wood trim  
**Ceilings:** 8' stipple on drywall painted ceilings

**Plumbing, Electrical and Mechanical Systems**

- Rented gas fired fast recovery hot water tank
- 100 amp service (underground wiring) with 20 circuit panel
- Gas fired warm air furnace
- Pre-wired for cable and telephone

**SECTION TWO: INDIVIDUAL AREAS**

**Entrance**

- Closet with sliding doors, one interior shelf and hanging rod
- Glass ceiling light fixture

**Hallways and Stairs**

- Linen closet with hollow core hardboard door and 4 interior shelves in Class 1
- Linen closet with sliding door and 4 interior shelves in Class 2
- Painted wood handrails and metal spindles
- Glass ceiling light fixtures

**Kitchen**

- Charcoal filter and hood fan over range area vented to the exterior
- Plastic laminate kitchen countertops
- Single stainless steel sink with single lever control faucet
- Standard wood cabinets with metal hardware
- 2 hanging ball light fixtures

**Dining Room**

- Basic chandelier

**Bathrooms**

- 1 hanging ball light fixture
- Standard grade toilet
- Regular size bathtub with shower curtain rod, standard shower head, standard spigot and hot and cold faucets
- Ceramic tile from tub to drop ceiling or top of window and caulked.
- Plastic laminate bathroom countertop
- Standard wood vanity