

C E R T I F I C A T E

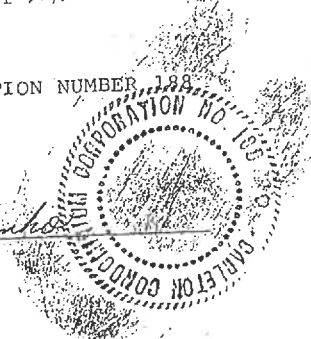
Carleton Condominium Corporation Number 188 hereby certifies that the Special By-Law Number 2 attached hereto was made in accordance with The Condominium Act, 1978, being Chapter 84 of the Statutes of Ontario, 1978 and any amendments thereto, the Declaration and the By-laws of the Corporation, and that the said Special By-law Number 2 has not been amended and is in full force and effect.

DATED at the City of Ottawa, this *2nd* day of *March* 1981.

CONDOMINIUM CORPORATION NUMBER 188

By

L. J. Mosier
secretary

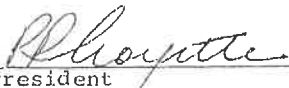


SPECIAL BY-LAW NO. 2

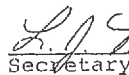
A Special By-law to authorize the granting of a right and licence to enter upon the common elements of Carleton Condominium Corporation Plan No. 188.

BE IT ENACTED as a Special By-law of Carleton Condominium Corporation Plan No. 188 (hereinafter referred to as the "Corporation") as follows:

The Directors of the Corporation are hereby authorized to enter into a Maintenance Agreement with Ottawa Cablevision Limited enabling Ottawa Cablevision Limited, its servants, employees or agents to enter onto the common elements to maintain, repair, install, and generally to provide cable facilities to the Corporation.



President



Secretary



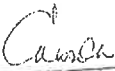
The undersigned, being all of the Directors of the Corporation hereby consent to and sign, pursuant to the provisions of The Condominium Act, 1978, the foregoing by-law as Special By-law No. 2 of the By-laws of the said Corporation.

DATED the 2nd day of March 1981.


Paul R. Goyette


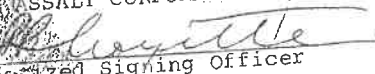


E.D. Warren


Linda Mosienko


Carl Mason


Paul Rothwell

Thomas C. Assaly Corporation Ltd. being the registered owner of all the units of the Corporation hereby consents by its authorized signing officer to and confirms pursuant to the provisions of The Condominium Act, 1978, the foregoing Special By-law No. 2 of the By-laws of the said Corporation signed by all the Directors of the said Corporation as a by-law thereof pursuant to the provisions of the said Act on the _____ day of _____ 1981.


THOMAS C. ASSALY CORPORATION LTD.
Per 
Authorized Signing Officer
Per 
Authorized Signing Officer

DATE: MARCH 4, A.D. 1981.

252901

④

RECEIVED
LAND TITLES DIVISION
OF OTTAWA-CARLETON
NO. 4 AT OTTAWA

MAR 6 11 07 AM '81



JAMES T. COYLE
DEPUTY LAND REGISTRAR

CARLETON CONDOMINIUM CORPORATION NO. 188

SPECIAL BY-LAW NO. 2

| | | | |
|-------------|------------|----------|-------------|
| SEARCHED | INDEXED | FILED | RECORDED |
| <i>h</i> | <i>68</i> | <i>h</i> | <i>h</i> |
| SEARCHED BY | INDEXED BY | FILED BY | RECORDED BY |
| | | | <i>MS</i> |

15

BOSADA & ASSOCIATES,
Barristers & Solicitors,
222 Somerset Street West,
Ottawa, Ontario.
K2P 2G3

MR 6 9016 00015.00 LF

RECEIVED
MARCH 11 1981

FOR OFFICE USE ONLY

430772-
430774-13

CERTIFICATE OF RECEIPT
OTTAWA-CARLETON NO. 4
AT OTTAWA

'85 OCT 25 PM 3 52

Janet Steele
JANET STEELE
ASSISTANT DEPUTY LAND REGISTRAR

New Property Identifiers

Additional: See Schedule

Executions

Additional: See Schedule

(1) Registry Land Titles (2) Page 1 of 3 pages

(3) Property Identifier(s) Block Property Additional: See Schedule

(4) Nature of Document
By-Law (Condominium Act)

(5) Consideration
Dollars \$

(6) Description
All Units and Common Elements comprising the property included in Carleton Condominium Plan No. 188, City of Nepean, The Regional Municipality of Ottawa-Carleton
Land Titles Division of Ottawa-Carleton (No. 4)

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

(8) This Document provides as follows:

See Schedule

Continued on Schedule

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

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

CARLETON CONDOMINIUM CORPORATION NO. 188 *[Signature]* 1985 10 25
(Applicant) by its Solicitor
Anne M.K. Curtis

(11) Address for Service c/o Gowling & Henderson, 160 Elgin Street, Ottawa, Ontario, K1N 8S3

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

(13) Address for Service

(14) Municipal Address of Property
Multiple

(15) Document Prepared by:
Anne M.K. Curtis
GOWLING & HENDERSON
160 Elgin Street
OTTAWA, Ontario
K1N 8S3

| Fees and Tax | |
|------------------|-------|
| Registration Fee | 16.00 |
| | |
| Total | |

Condominium Act

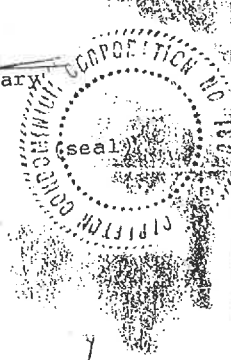
CERTIFICATE

Carleton Condominium Corporation No. 188 hereby certifies that the By-law Number 3 attached hereto was made in accordance with the Condominium Act, being Chapter 84 of the Revised Statutes of Ontario, 1980 and any amendments thereto, the Declaration and the By-laws of the Corporation, and that the said By-law Number 3 has not been amended and is in full force and effect.

DATED at the Town of Renfrew in the County of Renfrew this 25 day of October, 1985.

CONDÖMINIUM CORPORATION NO. 188

By Tom Bolger
T.J. Bolger, Secretary



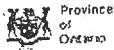
CARLETON CONDOMINIUM CORPORATION

NO. 188

BY-LAW

NO. 3

BE IT RESOLVED that the Board of Directors of Carleton Condominium Corporation No. 188 are hereby authorized, on behalf of the corporation, to terminate the management agreement between the corporation and Vanawa Management Limited (now known as Asgo Management Limited) which agreement bears the date of the 19th day of February, 1981 and any and all amending agreements thereafter executed by the parties thereto.



Document General

Form 4 - Land Registration Reform Act, 1984

Form No. 985

D

FOR OFFICE USE ONLY

430778

CERTIFICATE OF RECEIPT
OTTAWA-CARLETON REGISTRY
AT OTTAWA

185 OCT 25 PM 3 52

J. Steele
JANET STEELE
ASSISTANT DEPUTY LAND
REGISTRAR

(1) Registry Land Titles (2) Page 1 of 3 pages

(3) Property Identifier(s) Block Property Additional: See Schedule

(4) Nature of Document
By-Law (Condominium Act)

(5) Consideration
Dollars \$

(6) Description
All Units and Common Elements comprising the property included in Carleton Condominium Plan No. 188, City of Nepean, The Regional Municipality of Ottawa-Carleton
Land Titles Division of Ottawa-Carleton (No. 4)

New Property Identifiers Additional: See Schedule

Executions Additional: See Schedule

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

(8) This Document provides as follows:

See Schedule

Continued on Schedule

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

(10) Party(ies) (Set out Status or Interest) Name(s) Signature(s) Date of Signature Y M D
CARLETON CONDOMINIUM CORPORATION NO. 188, *[Signature]* 1985 10 25
(Applicant) by its Solicitor
Anne M.K. Curtis

(11) Address for Service c/o Gowling & Henderson, 160 Elgin Street, Ottawa, Ontario, K1N 8S3

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

(13) Address for Service

(14) Municipal Address of Property
Multiple

(15) Document Prepared by:
Anne M.K. Curtis
GOWLING & HENDERSON
160 Elgin Street
OTTAWA, Ontario
K1N 8S3

| Fees and Tax | |
|------------------|--------|
| Registration Fee | 160.00 |
| | |
| | |
| Total: | |

Condominium Act

CERTIFICATE

Carleton Condominium Corporation No. 188 hereby certifies that the By-law Number 4 attached hereto was made in accordance with the Condominium Act, being Chapter 84 of the Revised Statutes of Ontario, 1980 and any amendments thereto, the Declaration and the By-laws of the Corporation, and that the said By-law Number 4 has not been amended and is in full force and effect.

DATED at the Town of Renfrew in the County of Renfrew this 25 day of October, 1985.

CONDOMINIUM CORPORATION NO. 188

By Tom Bolger
T.J. Bolger, Secretary



CARLETON CONDOMINIUM CORPORATION

NO. 188

BY-LAW

NO. 4

BE IT RESOLVED that the Board of Directors of Carleton Condominium Corporation No. 188 are hereby authorized, on behalf of the corporation,

- (a) To interview and to receive written proposals from prospective managers including Asgo Management Limited and to appoint the successful tenderer to manage the property of the Corporation; and
- (b) To enter into a written agreement for a term up to three years (subject to renewal by the Board of Directors each year based on an annual review of the performance) with the manager selected as aforesaid and on such further terms and conditions as may appear to the Board of Directors to be appropriate.

| | | | |
|---|---|--|--|
| <p style="writing-mode: vertical-rl; transform: rotate(180deg);">FOR OFFICE USE ONLY</p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">1113167</p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">CERTIFICATE OF RECEIPT</p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">RECEIVED</p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">OTTAWA-CARLETON (4)</p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">98 04 1 08 59</p> | (1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/> | | (2) Page 1 of 4 pages |
| | (3) Property Identifier(s) Block 15188-0001 Property 15188-0110 inclusive | | Additional: See Schedule <input type="checkbox"/> |
| | (4) Nature of Document By-Law No. 6 (Section 28 the Condominium Act) | | |
| | (5) Consideration Dollars \$ | | |
| | (6) Description All Units and Common Elements comprising the property included in Carleton Condominium Plan No. 188, City of Nepean, Regional Municipality of Ottawa-Carleton Land Titles Division of Ottawa No. 4 | | |
| | New Property Identifiers Additional: See Schedule <input type="checkbox"/> | | Executions Additional: See Schedule <input type="checkbox"/> |
| | (7) This Document Contains: | | (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> |

(8) This Document provides as follows:
See Schedule for By-law and Certificate.

Continued on Schedule

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

| | | |
|---|----------------------------|--|
| (10) Party(ies) (Set out Status or Interest) Name(s) Carleton Condominium Corporation No. 188 | Signature(s) Per: | Date of Signature Y M D 1998 03 31 |
| (Applicant), by its Solicitors Nelligan/Power | Name: Deborah A. Bellinger | I/We have authority to bind the Corporation. |

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

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

(13) Address for Service

| | | | |
|--|---|---------|----------------------------|
| (14) Municipal Address of Property Multiple | (15) Document Prepared by: NELLIGAN/POWER Suite 1900 66 Slater Street Ottawa, Ontario K1P 5H1 DZB/rd-3181-24880 | Box 241 | Fees and Tax |
| | | | Registration Fee <u>50</u> |
| | | | |
| | | | |
| | | | Total |

CERTIFICATE

CARLETON CONDOMINIUM CORPORATION NO. 188 hereby certifies that the By-Law No. 6 attached hereto was made in accordance with the Condominium Act, being Chapter 84 of the Revised Statutes of Ontario, 1980 and any amendments thereto, the Declaration and By-Laws of the Corporation, and that the said By-Law No. 6 has not been amended and is in full force and effect.

DATED at the City of Ottawa, Province of Ontario this 24 day of MARCH, 1998.

CARLETON CONDOMINIUM CORPORATION NO. 188

Per: B. Plumb
Print Name: BARRIE PLUMMETT
Print Title: PRESIDENT

(seal)

CARLETON CONDOMINIUM CORPORATION NO. 188

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. 188 (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
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 Corporation's manager, if not insured under the policy as a Director or Officer, shall be a named insured in the policy (if reasonably possible);
- (b) 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 February 12, 1981). The policy shall therefore provide insurance protection for the actions of all past and present Directors and Officers of the Corporation;
- (c) 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;
- (d) 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 Condominium Act and/or the Corporation's By-Laws;
- (e) The policy shall not exclude coverage for claims asserted by the Corporation;
- (f) 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.

**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) Gender: The use of the masculine gender in this By-Law shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include plural wherever the context so requires, and vice versa.

- (3) 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.
- (4) Headings: The headings in the body of this By-law form no part thereof but shall be deemed to be inserted for convenience of reference only.
- (5) Alterations: This By-Law or any part thereof may be varied, altered or repealed by a By-law passed in accordance with the provisions of the Act, and the Declaration.

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

DATED this 24 day of March, 1998.

CARLETON CONDOMINIUM CORPORATION NO. 188


 Print Name: BARBARA PHULANETT
 Print Title: ~~THE~~ PRESIDENT

I have authority to bind the Corporation.

| | | | | | |
|---|--|---|---|--|--|
| <p style="writing-mode: vertical-rl; transform: rotate(180deg);">FOR OFFICE USE ONLY</p> <p style="font-size: 2em; font-weight: bold;">1007600</p> <p style="font-size: 1.5em;">1997 11 12 11 26</p> <p style="font-size: 1.5em;">1007600</p> <p style="font-size: 1.5em;">ATTACHED</p> | (1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/> | | (2) Page 1 of 6 pages | | |
| | (3) Property Identifier(s) Block Property 15188-0001 to 15188-0110 inclusive | | Additional: See Schedule <input type="checkbox"/> | | |
| | (4) Nature of Document BY-LAW NO. 7 (Condominium Act, Section 28) | | | | |
| | (5) Consideration n/a Dollars \$ | | | | |
| | (6) Description All Units and Common Elements comprising the property included in Carleton Condominium Plan No. 188 City of Nepean Regional Municipality of Ottawa-Carleton Land Titles Division of Ottawa-Carleton No. 4 | | | | |
| | New Property Identifiers | | Additional: See Schedule <input type="checkbox"/> | | |
| | Executions | | Additional: See Schedule <input type="checkbox"/> | | |
| (7) This Document Contains: | | (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> | | (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/> | |
| (8) This Document provides as follows: <p style="text-align: center; font-size: 1.2em;">See certificate and By-law attached as Schedule</p> | | | | | |
| Continued on Schedule <input type="checkbox"/> | | | | | |
| (9) This Document relates to instrument number(s) | | | | | |
| (10) Party(ies) (Set out Status or Interest) | | | | | |
| Name(s) CARLETON CONDOMINIUM CORPORATION NO. 188 (Applicant) by its solicitors Nelligan/Power | | Signature(s) | | Date of Signature Y M D 1997 11 10 | |
| (11) Address for Service 1900-66 Slater St., Ottawa, Ontario, K1P 5H1 | | | | | |
| (12) Party(ies) (Set out Status or Interest) | | | | | |
| Name(s) | | Signature(s) | | Date of Signature Y M D | |
| (13) Address for Service | | | | | |
| (14) Municipal Address of Property Multiple | | (15) Document Prepared by: Nelligan/Power 1900-66 Slater Street Ottawa, Ontario, K1P 5H1 JMD*jjw*3181-24880 | | Fees and Tax Registration Fee 50 | |
| Total | | | | 50 | |

CERTIFICATE

CARLETON CONDOMINIUM CORPORATION NO. 188 hereby certifies that the By-Law No. 7 attached hereto was made in accordance with the Condominium Act, being Chapter 84 of the Revised Statutes of Ontario, 1980 and any amendments thereto, the Declaration and By-Laws of the Corporation, and that the said By-Law No. 7 has not been amended and is in full force and effect.

DATED at the City of Ottawa, Province of Ontario this 16 day of Oct. , 1997.

CARLETON CONDOMINIUM CORPORATION NO. 188

Per: 

Print Name: STEVE PATTERSON

Print Title: PRESIDENT

(seal)



Carleton Condominium Corporation No. 188

By-law No. 7

BE IT ENACTED as By-law No. 7 (being special by-law to allow an easement in favour of Consumers Gas Company Ltd. and related matters) of Carleton Condominium Corporation No. 188 (the Corporation):

WHEREAS the Consumers Gas Company Ltd. is expected to agree to installing a natural gas service to the Corporation and to interested individual unit owners within the Corporation and as a result requires an easement from the Corporation over its common elements,

AND WHEREAS Section 9 of Condominium Act R.S.O. 1990 (c.26) (the Act) provides that the Corporation may by special by-law grant such easement,

AND WHEREAS installation of the natural gas service to the Corporation will result in an alteration or addition to the common elements as contemplated by Section 38 of the Act,

AND WHEREAS the Board of Directors of the Corporation has determined that such alteration or addition is not substantial and as a result only a majority of a quorum of unit owners is necessary to approve the alteration or addition to the common elements,

AND WHEREAS the supply of natural gas to individual units will result in additional responsibilities by the unit owners;

NOW THEREFORE BE IT RESOLVED as a special by-law of the Corporation as follows:

1. The Corporation is hereby authorized to grant an easement over and through the common elements to the Consumers Gas Company Ltd. for installation of a natural gas system. The grant of easement shall be in a form which is acceptable to the Board of Directors at its sole discretion.
2. Alterations and additions to the common elements for both installation of the natural gas system and supply of natural gas to individual units is approved, subject to the conditions in paragraph 3.
3. Without limiting the generality of the foregoing, should any unit owner desire to have natural gas service within his/her unit, approval of installation of such natural gas service including installation of the unit meter and gas line to, through and into the unit, and any natural gas furnace, hot water tank and/or other natural gas appliance (all such installations, lines, furnace, tank, and other appliances herein collectively and individually called the "unit service") is subject to the following and each unit owner arranging for natural gas service agrees with the Corporation,

and with all other unit owners on his/her behalf and on behalf of his/her heirs, successors and assigns to be bound by the following:

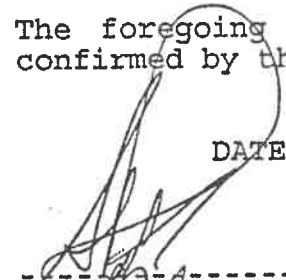
- a) Natural gas furnaces, hot water tanks and other natural gas appliances (which furnaces, hot water tanks, and appliances are collectively called for the purposes of this subparagraph, "appliances"), or one or more of them, may be installed in a unit provided that each is installed by a qualified professional installer, is CSA approved, complies with all applicable installations guidelines, and provided that prior written approval is specifically given by the Corporation's Board of Directors.
- b) installation of the unit service shall be at the sole expense of the unit owner and shall be in accordance with all federal, provincial, and municipal legislation including all applicable regulations and by-laws.
- c) The unit service shall be maintained and repaired in a good and safe condition by the unit owner at the unit owner's expense in accordance with all applicable legislation including all regulations and by-laws.
- d) Notwithstanding the provisions of the Act or the Corporation's declaration, by-laws, rules and regulations, the Corporation shall not be responsible to maintain or repair the unit service nor to obtain any insurance with respect to the unit service.
- e) in the event that any unit owner shall fail to maintain or repair the unit service, the Corporation may, at its option and with reasonable notice to the unit owner, carry out such maintenance or repair of the unit service and the cost of such maintenance or repair incurred by the Corporation shall be collected by the Corporation from the unit owner in accordance with this by-law.
- f) Each unit owner shall obtain insurance, satisfactory to the Corporation, against any and all liability which may arise in connection with the unit service. The unit owner shall provide to the Corporation's satisfaction proof that such insurance is in place within a reasonable period of time following any request by the Corporation for such proof.


- g) Each unit owner shall fully and completely indemnify and save the Corporation harmless from any and all loss, costs, expenses, claims or damages of whatever kind and however arising as a result of the breach of any of the provisions of this paragraph 3 or otherwise relating to the unit service including any claim against the Corporation for damages resulting from, caused by or associated with the unit service. Without limiting the generality of the foregoing, each unit owner shall be responsible for all costs and expenses incurred in order to remove any unit service in order to afford the Corporation access to any portion of the common elements (for the purposes of carrying out repair or maintenance, or for any other reason), and the Corporation shall have no obligation for any damage which may be caused to the unit service as a result of any such required access.
 - h) Any amounts owing to the Corporation by a unit owner as a result of the provisions of this paragraph 3 shall be added to the unit owner's common expenses and shall be collectable against the unit 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 Act.
 - i) In addition to any other rights and remedies available to the Corporation hereunder or otherwise, in the event that any unit owner contravenes any of the provisions of this paragraph 3, the Corporation shall be entitled upon 10 days written notice to the unit owner to remove the unit service and restore the common elements to their previous condition. All costs and expenses shall be the responsibility of the unit owner and shall be payable by the unit owner to the Corporation and collectable in accordance with the provisions of this paragraph 3.
 - j) Failure to enforce any obligation or provision of this paragraph shall not be deemed to be an abrogation or waiver of any of the rights of the Corporation to enforce such obligations or provisions.
4. The invalidity of any part of this by-law shall not impair or affect in any manner the validity and enforceability of any other provision of this by-law.


5. The terms and provisions of this by-law shall be binding upon the successors and assigns of each unit owner of the Condominium Corporation.


The foregoing By-law No. 7 is hereby passed by the Directors and confirmed by the Owners pursuant to the Condominium Act of Ontario.


DATED this 17 day of SEPTEMBER 1997

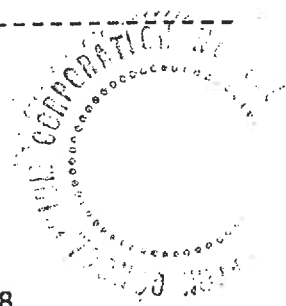




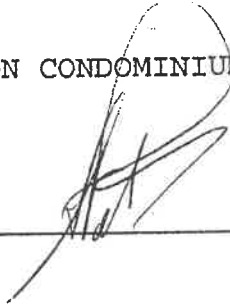








CARLETON CONDOMINIUM CORPORATION No. 188

Per 

Schedule "A"

CARLETON CONDOMINIUM CORPORATION NO. 188

BY-LAW NO. 8

BE IT ENACTED as By-law No. 8 (being a By-law respecting insurance deductibles) of Carleton Condominium Corporation No. 188 (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.

In this By-law, the term "deductible" means: The amount that is the lesser of the cost of repairing the damage and the deductible limit of the insurance policy obtained by the Corporation (in the case of an insurable event under the said policy).

**ARTICLE II.
SECTION 105(3) OF THE ACT**

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

**ARTICLE III.
INSURANCE DEDUCTIBLES**

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

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

**ARTICLE IV.
REPEAL OF BY-LAW NO. 5**

The corporation's By-law No. 5 is hereby repealed.

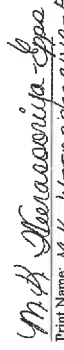
**ARTICLE V.
MISCELLANEOUS**

- (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.
- (5) **Preparation:** This document was prepared in the year 2008 by Nelligan O'Brien Payne LLP in conjunction with the corporation.

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 25th day of June, 2008.

CARLETON CONDOMINIUM CORPORATION NO. 188


Print Name: M.K. NIERASOCCRIVA
Print Title: PRESIDENT
I have authority to bind the Corporation

Schedule "A"

**CARLETON CONDOMINIUM CORPORATION NO. 188
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. 188 (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.
- (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 (including all registered architectural and structural drawings) of the condominium. In the case of any inconsistency between description and the schedules to this By-law, the schedules to this By-law shall prevail.
- (5) All replacement materials and re-construction shall conform to the current Ontario Building Code, Ontario Fire Code, Ontario Electrical Safety Code, current Municipal regulations and by-laws, and all applicable bulletins in force. If any component of the standard unit must be upgraded or changed in order to comply with any applicable governmental regulation or code or other law applicable to the repair of insured damage or destruction, the said upgrade or change shall be considered part of the standard unit despite not being clearly defined herein as being part of the standard unit.
- (6) Where the schedules to this By-law refer to specific brands of equipment or materials, this shall be deemed to include equivalent brands.
- (7) In this condominium, there are 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 | Legal Description | Schedule(s) |
|--------------|--|---|-----------------------------|-------------|
| 1 | Model B Quad/Corner Units (2 bedrooms and 1 den) | 19A to D, 21A to D, 26A to D, 27A to D, 28A to D, 29A to D, 30A to D, 31A to D, 32A to D, 33A to D, 34A to D, 38A to D and 44A to D | Units 1 to 52, Level 1 | 1 and 2 |
| 2 | Model C Row Housing (3 bedrooms) | 35A to D, 36A to F, 37A to F, 39A to F, 40A to D, 41A to D, 42A to D, 300A to F, 302A to F, 306A to D, 308A to D and 310A to D | Units 53 to 110, Level 1 | 3 and 4 |

**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.
- (5) **Preparation:** This document was prepared in the year 2008 by Nelligan O'Brien Payne LLP in conjunction with the corporation.

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 25th day of June, 2008.

CARLETON CONDOMINIUM CORPORATION NO. 188

M. K. Weerasboriya - EPRS
Print Name: M. K. WEERASBORIYA - EPRS
Print Title: PRESIDENT

I have authority to bind the Corporation.

Schedule "1"
Carleton Condominium Corporation No. 188
Specifications - Class 1

Specifications of Model "B" are applicable to Quads/Corner Housing. All items of standard builder's quality, unless stated otherwise.

| | |
|---|---|
| General | |
| Doors: | Hollow particle board interior passage doors with antique brass finish knobs (keyless lock on bathroom door). |
| Trim: | Pine baseboards, painted with 2 coats semi-gloss latex paint only in kitchen and bathrooms, all other rooms painted with flat latex paint. |
| Walls: | Drywall finished with two coats latex paint. |
| Ceiling: | Stipple on drywall throughout except for kitchen and bathrooms which are finished with semi-gloss latex paint (8 feet throughout). |
| Heating: | Electrical |
| Plumbing: | Copper water piping and drainage pipes. |
| Electrical: | 125 amp electrical panel and service. |
| Other: | Standard cable outlet. Standard phone hook-up. |
| Entrance | |
| Flooring: | Vinyl tile. |
| Closet: | Double sliding doors (hardboard), one shelf and hanging rod. |
| Lighting: | Ceiling light fixture (globe type). |
| Bannister: | Black iron going up and down the stairs to upper floor. |
| Heating: | Baseboard electrical heater with thermostat control on unit. |
| Stairwell: | 32oz carpet with wall mounted handrail. |
| Main Floor | |
| Kitchen | |
| Flooring: | Vinyl tile. |
| Lighting: | Ceiling light fixture (globe type). |
| Exhaust Fan: | 30" range hood, vented to the outside (white). |
| Cabinets: | Flat cupboard doors with brown melamine finish, metal handles. |
| Countertops: | Particle board with white Aborite. |
| Sink/Faucet: | Single stainless steel sink, dual control chrome faucet, rough in for dishwasher. |
| Heating: | Baseboard electrical heater with thermostat control on unit. |
| Dining Room/Living Room (Open Concept) | |
| Flooring: | Carpet 32oz. |
| Lighting: | Ceiling light fixture (chandelier type) in dining room. |
| Closet: | Hollow core bi-fold door with antique brass finish door knob. |
| Bannister: | Black iron going up the stairs to upper floor. |
| Second Floor | |
| Main Bathroom | |
| Flooring: | Vinyl tile. |
| Lighting: | Wall mounted (over mirror), two-bulb lighting fixture [chrome finish] rectangular glass cover. |
| Exhaust Fan: | Exhaust fan, vented to the outside. |
| Toilet: | Standard grade - 13 litre size (approx.). |
| Bathtub: | Regular size, white porcelain on steel bathtub with dual control chrome faucet, overhead chrome showerhead, shower curtain rod and ceramic wall tile (white 2 1/2" sq.) surrounding bathtub to ceiling. |
| Sink/Faucet: | Porcelain coated steel sink with dual control chrome faucet. |
| Cabinet: | Three-door particle board vanity with white Aborite top. |
| Mirror: | Mirrored medicine cabinet. Large mirror over vanity. |

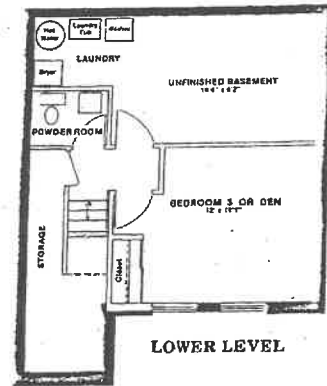
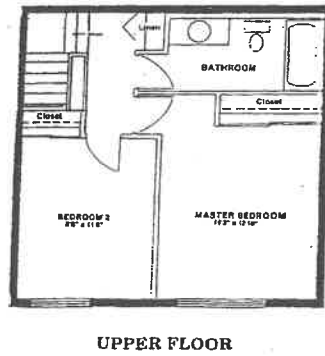
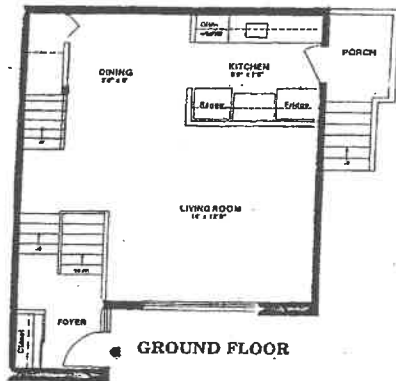
Schedule "1" (cont'd)
Carlton Condominium Corporation No. 188
Specifications – Class I

| | |
|---|--|
| Bedrooms | |
| Flooring: | Carpet (32oz.) cushioned, medium grade. |
| Lighting: | None. |
| Closet: | Double sliding doors (hardboard), one shelf and hanging rod. |
| Heating: | Baseboard electrical heater with thermostat control on wall. |
| Hallway | |
| Flooring: | 32 oz carpet. |
| Lighting: | Ceiling light fixture (globe type). |
| Linen Closet: | Hollow core bi-fold door, five shelves. |
| Basement | |
| Den | |
| Flooring: | Carpet (32oz.) cushioned, medium grade. |
| Lighting: | None. |
| Closet: | Double sliding doors (hardboard), one shelf and hanging rod. |
| Heating: | Baseboard electrical heater with thermostat control on wall. |
| Laundry/Utility Room | |
| Flooring: | Unfinished, cement floor. Hot and cold water taps, electrical outlets, laundry tub, dryer vent and drainage provided. 60 gallon hot water tank |
| Storage Room | |
| Flooring: | Storage room under stairs with standard hollow core door with antique brass finish door knob (cement floor). |
| Powder Room | |
| Toilet: | One standard 13 Lite (approx.). |
| Sink: | One wall mounted porcelain standard sink with dual chrome finish faucets. |
| Mirror: | Large mirror over vanity. |
| Flooring: | Vinyl tile. |
| Standard Features | |
| Flooring: | Unless otherwise indicated herein, the following items shall simply be of standard quality and installation and in accordance with all relevant or applicable codes and regulations: |
| Light switches | |
| Electrical outlets and cover plates | |
| Plumbing | |
| Drains | |
| Insulation | |
| Ducting, venting and associated fans | |
| Door hardware | |
| Two hardwire smoke detectors and one battery operated | |
| Vapor barrier | |
| Electric wiring | |
| Paint | |
| Trim | |
| Cabinet hardware (bathroom(s) and kitchen) | |

Schedule "2"
Carleton Condominium Corporation No. 188
Floor Plan - Class 1

Woodroffe Gardens

RENTAL HOMES
MODEL "B"



These are all corner units with side yards as well as front yards. Each has a side door in addition to a front door. Each kitchen contains an automatic dishwasher, range and family size fridge. An automatic washer and dryer are provided in the downstairs laundry area. Wall to wall broadloom carpet is included in all living areas.
 Note: the layout of each alternate unit is reversed.

Schedule "3"
Carleton Condominium Corporation No. 188
Specifications – Class 2

Specifications of Model "C" are applicable to Row Housing. All items of standard builder's quality, unless stated otherwise.

General

Doors: Hollow particle board interior passage doors with antique brass finish knobs (keyless lock on bathroom door).

Trim: Pine baseboards, painted with 2 coats semi-gloss latex paint only in kitchen and bathrooms, all other rooms painted with flat latex paint.

Walls: Drywall finished with two coats latex paint.

Ceiling: Stipple on drywall throughout except for kitchen and bathrooms which are finished with semi-gloss latex paint (8 feet throughout).

Heating: Electrical

Plumbing: Copper water piping and drainage pipes.

Electrical: 125 amp electrical panel and service.

Other: Standard cable outlet.

Standard phone hook-up.

Main Floor

Entrance

Flooring: Vinyl tile.

Lighting: Ceiling light fixture (globe type).

Powder Room

Floor: Vinyl tile.

Toilet: Standard 13 litre (approx.)

Cabinet: Two-door particle board vanity with white Arborite top.

Sink: Porcelain sink with dual control chrome faucet.

Mirror: Large mirror over vanity.

Exhaust Fan: Vented to outside.

Kitchen

Flooring: Vinyl tile.

Lighting: Ceiling light fixture (globe type).

Exhaust Fan: 30" range hood, vented to the outside (white).

Cabinets: Flat cupboard doors with brown melamine finish, metal handles.

Countertops: Particle board with white Arborite.

Sink/Faucet: Single stainless steel sink, dual control chrome faucet.

Heating: Rough in for dishwasher.

Baseboard electrical heater with thermostat control on wall.

Dining Room/Living Room (Open Concept)

Flooring: Carpet 3/2oz.

Lighting: Ceiling light fixture (chandelier type) in dining room.

Coat Closet/

Broom Closet: Double sliding doors (hardboard), one shelf and hanging rod with a partition to separate broom closet from coat closet.

**Schedule "3" (cont'd)
 Carleton Condominium Corporation No. 188
 Specifications – Class 2**

Second Floor

Main Bathroom

Flooring: Vinyl tile.
 Lighting: Wall mounted (over mirror), two-bulb, lighting (chrome finish) rectangular glass cover.
 Exhaust Fan: Exhaust fan, vented to the outside.
 Toilet: Standard 13 lbs. (approx.).
 Bathtub: Regular size, white porcelain on steel bathtub with dual control chrome faucet, overhead chrome showerhead, shower curtain rod and ceramic wall tile (white 2 1/4" sq.) surrounding bathtub to ceiling.
 Sink/Faucet: Porcelain coated steel sink with dual control chrome faucet.
 Cabinet: Two-door particle board vanity with white Abarbette top.
 Mirror: Mirrored medicine cabinet.
 Large mirror over vanity.

Stairwell 32oz carpet with wall mounted handrail.

Bedrooms

Flooring: Carpet (32oz).
 Lighting: None.
 Heating: Baseboard electrical heater with thermostat control on wall.

Closet:

Master bedroom:
 One closet, with three sliding doors (hardboard), one shelf & hanging rod.
 Secondary Bedrooms:
 Double sliding doors (hardboard), one shelf and hanging rod.

Hallway

Flooring: 32 oz carpet.
 Lighting: Ceiling light fixture (globe type).
 Linen Closet: Double sliding doors (hardboard), five shelves.

Basement

Stairwell Wall mounted handrail. No carpeting

Laundry/Utility Room

Unfinished, cement floor. Hot and cold water taps, electrical outlets, laundry tub, dryer vent and drainage provided. 60 gallon hot water tank

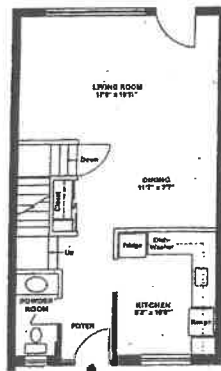
Standard Features

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

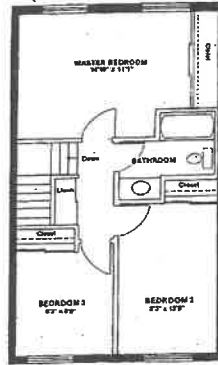
Light switches
 Electrical outlets and cover plates
 Plumbing
 Drains
 Insulation
 Ducting, venting and associated fans
 Door hardware
 Two hardwired smoke detectors and one battery operated.
 Vapor barrier
 Electrical wiring
 Paint
 Trim
 Cabinet hardware (bathroom(s) and kitchen)

Woodroffe Gardens

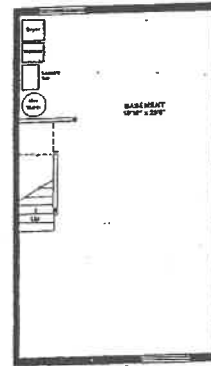
RENTAL HOMES
MODEL "C"



GROUND FLOOR



UPPER FLOOR



BASEMENT

Each of these homes has its own front and back yard, an eat-in kitchen and a full basement. Each kitchen contains an automatic dishwasher, range and family size fridge. An automatic washer and dryer are provided in the downstairs laundry area. Wall to wall broadloom carpet is included in all living areas.
 Note: the layout of alternate units is reversed and each alternate unit has a recessed entry.