

251583

DATED: January 22nd 1981.

THOMAS C. ASSALY CORPORATION LTD.
900 DYNES ROAD
OTTAWA, ONTARIO

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900 DYNES ROAD
OTTAWA, ONTARIO

FEB 12 3 11 PM '81

S. Starnes
SHEILA M. STARNES
DEPUTY LAND REGISTRAR

WOODROFFE GARDENS PHASE I
304 CRAIG HENRY DRIVE
NEPEAN, ONTARIO

CAW 188

DECLARATION

BOSADA & ASSOCIATES
BARRISTERS & SOLICITORS
222 SOMERSET STREET WEST
OTTAWA, ONTARIO
K2P 2G3

163.00

DECLARATION

MADE PURSUANT TO THE CONDOMINIUM ACT

THIS DECLARATION (hereinafter called "this Declaration") is made and executed pursuant to the provisions of The Condominium Act, S.O. 1978 Chapter 84 as amended, and the regulations made thereunder (all of which are hereinafter referred to as "the Act").

By:

Thomas C. Assaly Corporation Ltd., a company incorporated under the laws of the Province of Ontario, hereinafter called "the Declarant".

WHEREAS the Declarant on behalf of the owners of the lands being situated in the City of Nepean, in the Regional Municipality of Ottawa-Carleton, and being more particularly described in Schedule "A" hereto and in the Description filed herewith by the Declarant for registration in accordance with Section 4 of the Act.

AND WHEREAS certain buildings containing one hundred and ten (110) residential units have been constructed upon the lands.

AND WHEREAS the Declarant intends that the said lands, together with the said buildings constructed thereon, be governed by the Act.

NOW THEREFORE the Declarant hereby makes the following declaration:

ARTICLE I

DEFINITIONS

The following terms when used herein have the meanings set out below unless the context otherwise requires:

- (a) CORPORATION - means the corporation created under the Act by the registration of this Declaration and the Description.
- (b) PATIO AREA - shall be that portion of the common elements abutting the units, the precise boundaries of which may be designated by the Board from time to time.
- (c) PROPERTY - means the land and interest appurtenant to the land described in the Description, Schedule "A" annexed hereto, and includes any land and interests appurtenant to lands that are added to the common elements.
- (d) RENTAL MANAGER - means that person designated from time to time by a unit owner(s) to act on behalf of the unit owner(s) for purposes of rental and maintenance of any unit(s).
- (e) (i) UNIT - means a part or parts of the land included in Schedule "A" hereof and designated as a unit by Schedule "C" hereof and comprises the space enclosed by its boundaries and all material parts of the land within this space at the time this Declaration is registered.
(ii) The definition of "Unit" for the purposes of the duties to repair and maintain under Section 41 and 42 of the Act and this Declaration 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 the Declaration.
- (f) VOTE - means the vote of each unit owner or mortgagee and shall be equal to one (1) vote per unit.
- (g) Other terms used herein shall have ascribed to them the definitions contained in the Act, as amended from time to

time, or if not so defined then, the meaning ascribed to such terms shall be that defined by the Oxford Standard English Dictionary.

ARTICLE II

STATEMENT OF INTENTION

The Declarant intends that the lands and premises described in Schedule "A" be governed by the Act and any amendments thereto.

ARTICLE III

CONSENT OF MORTGAGEES

The consent, in the prescribed form, of every person having a registered charge or mortgage, against the land or interest appurtenant to the land described in the Description contained in Schedule "A", is contained in Schedule "B" attached hereto.

ARTICLE IV

BOUNDARIES OF UNITS AND MONUMENTS

The monuments controlling the extent of the units are the physical surface mentioned in the boundaries of units in Schedule "C" attached hereto; notwithstanding the boundaries of the units described in Schedule "C", no unit includes structural walls or wires, cables, conduits, ducts or breaker boxes used for power.

ARTICLE V

STATEMENT OF COMMON INTERESTS AND COMMON EXPENSES

Each owner shall have an undivided interest in the common elements as a tenant in common with all other owners in the proportions set forth in Schedule "D" attached hereto. Each owner shall contribute to the common expenses in the proportions set forth opposite each unit number in Schedule "D" attached hereto. The total of the proportions of the common interests shall be one hundred (100%) per cent.

ARTICLE VI

ADDRESS FOR SERVICE AND MAILING

The Corporation's address for service and mailing shall be:

c/o Thomas G. Assaly Corporation Ltd.
900 Dynes Road, Suite 101
Ottawa, Ontario
K2C 3L6

ARTICLE VII

PAYMENT OF COMMON EXPENSES

Each owner, including the Declarant, shall pay to the Corporation his proportionate share of the common expenses, in the proportions shown opposite each unit number in Schedule "D" attached hereto. The assessment and collection of contributions toward the common expenses may be regulated by the Board or by the Manager if provided for in a Management Agreement entered into between the Corporation and a Manager pursuant to the By-laws of the Corporation.

The payments on account of common expenses shall be paid to the Corporation or to such person as the Board may direct in writing on or before the dates on which such payments fall due.

ARTICLE VIII

EXCLUSIVE USE OF PARTS OF THE COMMON ELEMENTS

1. No one shall without the prior written consent of the Corporation or its designate have access to those parts of the common elements used

from time to time as utilities' areas, building maintenance storage areas, managers' offices, equipment areas, Board rooms or any other part of the common elements used for the care or maintenance of the property or for the care, maintenance or operation of any equipment therein. Mortgagees shall have a right of access upon giving the Corporation 48 hours notice.

2. No unit owner, except the Declarant may inscribe, paint or affix any sign, advertisement, or notice on any part of the outside of the buildings nor on any part of the common elements; notwithstanding the above, however, a unit owner may place upon the real property immediately in front of his unit a reasonable sign which indicates to the public that that unit is for sale or rent. The Board may from time to time in its absolute discretion pass rules which may determine what is a reasonable sign. Notwithstanding the foregoing, the Board may place any sign in proximity of the condominium office.

3. No unit owner or his tenant, or member of either of their households shall park upon any of the parking areas designated by the Board from time to time as visitors' or other owners' parking.

4. The owners of units 1 through 52 inclusive or their designates shall have the exclusive use of the storage area adjacent to their units and as indicated in the Description filed concurrently herewith.

ARTICLE IX

UNITS

1. OCCUPATION AND USE

The occupation and use of the units shall be in accordance with the following restrictions and stipulations:

- (a) Each unit shall be occupied and used only as a private single family residence and for no other purpose, provided, however, that the foregoing shall not prevent the Declarant or its designate from completing the buildings and all improvements to the property, maintaining units or other dwellings as models for display, rental or sale purposes, and otherwise maintaining marketing displays and signs for as long a period as required by the Declarant or the Rental Manager;
- (b) No unit shall be occupied or used by anyone in such a manner as to result in the cancellation, or threat of cancellation, of any policy of insurance referred to in this Declaration. There shall be no duty imposed upon the Corporation to inquire into the acceptability of the occupier of any unit as an insured on any policy of insurance;
- (c) If any unit owner shall do or permit anything to be done in the unit and/or common elements or bring or keep anything thereon which will in any way increase the risk of fire or other perils insured against and consequently will increase the premium rate of the policy or policies of insurance, then the unit owner shall pay in his next monthly contributions towards the common expenses after receipt of notice from the Corporation, all increases in premium in respect of such policy or policies of insurance. All payments pursuant to this clause are deemed to be additional contribution towards the common expenses and recoverable as such. There shall be no duty imposed upon the Corporation to inquire into any matters which may increase the risk of fire or other perils insured against;
- (d) No unit owner shall make any structural change or alteration in or to his unit or maintain or repair any part of the common elements, except for maintenance and repair of those parts of the common elements which he has the duty to maintain and repair, without the consent of the Board. Any such change shall, if approved by the Board of Directors, be made in accordance with the provisions of the Act and all relevant municipal and other governmental By-laws, rules, regulations or ordinances and in accordance with the conditions of any such approval of the Board;

- (e) The owner of each unit shall comply and shall require all residents and visitors or tenants of his unit to comply with the Act, this Declaration, the By-laws, and the Rules passed pursuant thereto without limiting the generality of the foregoing. No condition shall be permitted to exist and no activity shall be carried on in any unit or the common elements that constitutes a nuisance;
- (f) Visitors' parking shall be designated by the Board and may be re-designated from time to time.

2. REQUIREMENTS FOR LEASING

No unit owner or his Rental Manager shall lease any unit unless he delivers to the Corporation an agreement signed by the tenant, to the following:

"I, _____, covenant that I, the members of my household and my guests from time to time, shall in using the unit rented by me and the common elements, comply with the Condominium Act, the Declaration and By-laws, and all Rules of the Condominium Corporation, during the term of my tenancy, as though I were a unit owner."

No tenant shall be liable for the payment of common expenses unless notified by the Corporation that the owner is in default of payment of common expenses, in which case the tenant shall deduct, from the rent payable to the owner, the owner's share of the common expenses, and shall pay the same to the Corporation.

Any owner leasing his unit shall not be relieved from any of his obligations with respect to the unit, which shall be joint and several with his tenant.

ARTICLE X

COMPLIANCE WITH PROVISIONS OF DECLARATION, BY-LAWS AND RULES

All present and future owners, tenants and residents of units, their families, guests, invitees or licencees shall be subject to and shall comply with the provisions of this Declaration, the By-laws, the Rules, any Management Agreement and a Site Plan Agreement between Thomas C. Assaly Corporation Ltd., and the Corporation of the City of Nepean registered as Number 222385 in the Land Titles Office for the Land Registry Division of Ottawa No. 4, and any and all other agreements required by the City of Nepean and/or the Regional Municipality of Ottawa-Carleton to be entered into with the Declarant or the Corporation.

The acceptance of a deed or transfer, or the entering into a lease, or the entering into occupancy of any unit, shall constitute an agreement that the provisions of this Declaration, the By-laws, the Management Agreement and any other Rules as they may be amended from time to time, are accepted and ratified by such owner, tenant or resident, and all of such provisions shall be deemed and taken to be covenants running with the unit and shall bind any person having, at any time, any interest or estate in such unit as though such provisions were recited and stipulated in full in each and every such deed or transfer or lease or occupancy agreement.

ARTICLE XI

OBLIGATIONS IN EVENT OF SALE OR MORTGAGING

Each owner shall, in the event he conveys or mortgages his unit, notify the Corporation of the conveyance or mortgage within seven (7) days of the registration of the documents relating thereto. Unit owner as used in the within paragraph shall be deemed to include a Purchaser.

ARTICLE XII

COSTS ON OWNER'S DEFAULT

All costs, charges and expenses and all solicitor's charges (as between a Solicitor and his client) which may be incurred by the

Corporation in taking any action, including summary proceedings, against an owner shall immediately become due and payable by such owner and may be added to and recovered in the same manner as recovery in the case of an owner's default in his obligations to contribute towards the common expenses of the Corporation.

ARTICLE XIII

RIGHTS OF ENTRY

The Corporation, or any insurer of the property or any part thereof, their respective agents, or any other person authorized by the Board, shall be entitled to enter any unit or any part of the common elements over which any owner has the exclusive use at all reasonable times and upon giving reasonable notice for the purposes of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy or policies, remedying any condition which might result in damage to the property, or carrying out any duty imposed upon the Corporation.

In case of an emergency, an agent of the Corporation may enter a unit at any time and without notice, for the purpose of repairing the unit, common elements or part of the common elements over which any owner has the exclusive use, or for the purpose of correcting any condition which might result in damage or loss to the property. The Corporation or anyone authorized by it may determine whether any emergency exists.

If any owner or his tenant shall not be personally present to grant entry to his unit, the Corporation, or its agents, may enter upon such unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof, provided that they exercise reasonable care.

The rights and authority hereby reserved to the Corporation, its agents, or any insurer or its agents, do not impose any responsibility or liability whatever for the care or supervision of any unit except as specifically provided in this Declaration or the By-laws.

ARTICLE XIV

THE DUTIES AND OBJECTS OF THE CORPORATION

In addition to the duties imposed upon it under the provisions of the Act or under the provisions of this Declaration or performed by it pursuant to any of its By-laws, the Corporation's duties and objects shall include the following:

- (a) 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 or the property or any part thereof;
- (b) subject to the prior authorization by By-law in each instance, to borrow such amounts as in its discretion are necessary or desirable in order to protect, maintain, preserve or insure the due and continued cooperation of the property in accordance with the terms hereof and to secure any such loan by a mortgage, pledge, charge or assignment of any of the real or personal property owned by the Corporation, and, if deemed necessary, to add the cost of paying the interest and principal of any such loan to the common expenses;
- (c) subject as herein provided, to retain and hold any securities or other property, either real or personal which shall be received at any time hereunder whether or not such property be of a character authorized by any law present or future for the investment of trust funds;
- (d) subject as herein provided to sell, convey, exchange, give any options or other rights to buy, assign or otherwise dispose of any and all real and personal property at any time held hereunder by the Corporation, either at a public or private sale, for cash or upon credit, secured or unsecured

and at such time or times and in such manner and for such prices the Corporation in its absolute discretion deems advisable and to make, execute and deliver good and sufficient deeds of conveyance thereof and therefore;

- (e) to employ and pay the compensation of such counsel, engineers, accountants, experts, appraisers, advisors, or other persons as it may deem advisable;
- (f) to enter into such management agreement or agreements with any persons, firm or company and on such terms and conditions as the Corporation may in its sole and absolute discretion determine from time to time, provided that no such management agreement shall exceed a term of five (5) years including any and all rights of renewal thereof. Provided however, that there must be professional Management retained satisfactory to the first mortgagee so long as it holds 25 percent or more of the first unit mortgages, to manage the Corporation at all times;
- (g) to maintain 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, a complete set of all the original architectural and structural plans and specifications for the buildings, including plans and specifications for any additions, alterations or improvements from time to time made to the common elements or to any unit;
- (h) unless otherwise provided, all powers of the Corporation may be exercised by the Board. The Board may by resolution passed by vote of 2/3 of its members, delegate any of its authority.

ARTICLE XV

THE BOARD

The specifications of the number, qualification, nomination, election, term of office, compensation and removal of members of the Board, and the meeting, quorum, functions and officers of the Board shall be specified from time to time by the registered By-laws of the Corporation or by the Act.

ARTICLE XVI

ALLOCATION OF OBLIGATIONS TO MAINTAIN AND REPAIR UNITS AND COMMON ELEMENTS

1. MAINTENANCE AND REPAIR BY THE OWNERS

Subject to the provisions of Section 42 of the Act, all maintenance of and repairs to any unit shall be made by the owner of such unit at his own expense. Each unit owner shall keep clean his own unit, the patio area to which he has access from his unit, the exterior surface of windows and the parking space in front of his unit. For the purposes of this paragraph, the replacement of broken windows and the care, maintenance and repair of storm doors shall be deemed to be the responsibility of the unit owner.

Each owner shall be responsible for all damage to any and all other units and to the common elements occasioned by his failure to maintain and repair his unit, save and except such damage to the common elements for which the cost of repairing same may be recovered under any policy of insurance held by the Corporation.

The Corporation shall make any repairs that an owner is obliged to make and that he does not make within a reasonable time. Should such repairs by the Corporation be made necessary as a result of the failure of an owner to make such repairs, such owner shall be obliged to reimburse the Corporation forthwith for the complete cost of effecting such repairs and all such sums of money shall bear interest at the rate to be determined by the Board. The Corporation may collect all such sums of money in such installments as the Board may decide upon, which installment shall be added to the monthly contributions towards the common expenses of such owner,

after receipt of a notice from the Corporation thereof. All such payments are deemed to be additional contributions towards the common expenses and recoverable as such.

2. MAINTENANCE AND REPAIR OF COMMON ELEMENTS BY THE CORPORATION

Subject to the provisions of Paragraph 1 of this Article the Corporation shall maintain and repair the common elements.

Whenever the Corporation is under a duty to repair any unit pursuant to the provisions of Section 42 of the Act, such duty extends to all improvements to the unit made by the Declarant in accordance with its architectural plans, notwithstanding that some of such improvements may be made after the registration of this Declaration.

ARTICLE XVII

INSURANCE

1. The Corporation shall obtain and maintain to the extent obtainable the following insurance in one or more policies:

- (a) Public liability and property damage insuring the liability of the Corporation with limits to be determined by the Board, but in no event shall such insurance be less than \$1,000,000.00 per occurrence;
- (b) Insurance against damage by fire, major perils and such other perils as the Board may from time to time deem advisable insuring:
 - (i) the buildings, structures, fixtures, carpeting, property, stoves, refrigerators, dishwashers, dryers and washers but excluding improvements, alterations and betterments made to a unit at the expense of an individual unit owner,
 - (ii) personal property owned by the Corporation, but not including furnishings, furniture or other personal properties supplied or installed by or in the possession of the unit owners,

in an amount equal to the full replacement cost of such real and personal property without deduction for depreciation, which policy may be subject to a loss deductible clause in such amount as may be determined by the Board, but in no event shall such insurance be less than \$4,290,000.00;

- (c) machinery insurance with limits to be determined by the Board;
- (d) such insurance as the Corporation may determine by By-law whereby every director and officer of the Corporation and his heirs, executors, administrators and other legal personal representatives may from time to time be indemnified and saved harmless from and against;
 - (i) any liability and all costs, charges and expenses that he sustains or incurs in respect of any action suit or proceeding that is proposed or commenced against him for or in respect of anything done or permitted by him in respect of the execution of the duties of his office; and
 - (ii) all other costs, charges and expenses that he sustains or incurs in respect of the affairs of the Corporation.

2. The policy or policies of insurance referred to in sub-paragraph 1(b) of this Article shall provide that subject to paragraph 4 of this Article, loss shall be payable to the Insurance Trustee as hereinafter defined. The Corporation shall have the exclusive right to adjust any loss with the insurer, and the owner of a damaged unit shall be bound by such adjustments provided, however, that the Board may, in writing, authorize an owner to adjust any loss to his unit with the insurer.

3. In the event that:
 - (a) the Corporation is obliged to repair any unit in accordance with the provisions of Section 42(2) of the Act, the Insurance Trustee shall hold all proceeds for the Corporation and disburse the same in accordance with the provisions of the Insurance Trust Agreement in satisfaction of the Corporation's obligation to make such repairs;
 - (b) there is termination in accordance with the provisions of Section 43 of the Act or otherwise, the Insurance Trustee shall hold all proceeds for the owners in the proportion of their respective common interests and shall pay all such proceeds to the owners in such proportions, upon registration of a notice of termination by the Corporation; or
 - (c) the Board in accordance with the provisions of Section 42(1) of the Act, determines that there has not been substantial damage to twenty-five (25%) per cent of the buildings, such proceeds shall be held by the Insurance Trustee and disbursed for the benefit of the Corporation and of such owners whose units have been damaged as their respective interest may appear in accordance with the provisions of the Insurance Trust Agreement.

Notwithstanding anything to the contrary herein contained, any proceeds payable by the Insurance Trustee to an owner in accordance with the provisions of sub-paragraph 3(b) of this Article shall be paid to any mortgagees, whose mortgages are registered against title to such owner's unit to the extent required under the terms of any such mortgages and to the Corporation in satisfaction of the amount due under any liens whether or not registered by the Corporation against such unit.

4. Notwithstanding anything contained in paragraph 1 of this Article the policy or policies of insurance referred to in sub-paragraph 3(b) and 1(c) of this Article shall provide that where the amount receivable from the insurer for any loss arising out of any one occurrence does not exceed an amount equal to one-tenth of one per cent of the total amount of insurance in such policy, loss shall be payable to the Corporation and not to the Insurance Trustee.

5. Where the Corporation receives any proceeds of insurance pursuant to paragraph 4 of this Article, the proportion of such proceeds attributable to damage to any unit or units shall be held in trust for the owner or owners of such unit or units and in the discretion of the Board may be applied by the Corporation to the repair of such unit or paid to such owner or owners.

6. All policies of insurance as provided pursuant to sub-paragraph 1(b) and 1(c) of this Article shall insure the interests of the Corporation and the owners from time to time as their respective interests may be insured by the Corporation and shall contain waivers of subrogation against the Corporation and the owners, except for arson and fraud, and shall provide that such policies may not be cancelled or substantially modified without at least Sixty (60) days prior written notice to all parties whose interest appear thereon and to the Insurance Trustee.

7. No insured other than the Corporation shall be entitled to amend any policy of insurance obtained and maintained by the Corporation or to direct that loss shall be payable in any manner other than as provided in this Article.

8. Where any insurance proceeds have been paid to the owner for the purpose of making repairs to such owner's unit such owner shall effect such repairs within Two months (2) of such payment or within such further period of time as the Board may permit, and shall furnish the Corporation with evidence that such repairs have been completed. Provided, however, the Corporation in its absolute discretion may cause or direct the payment of any such proceeds to be made directly to the contractor which makes the repairs.

9. Prior to obtaining any policy of insurance under sub-paragraph 1(b) and 1(c) of this Article, or renewal 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 Article and the cost of such appraiser shall be a common expense. The policies of insurance shall be endorsed to contain the following provisions:

- (a) the insurance shall not be prejudiced by any act of or neglect of, or breach of a statutory condition by any occupants or owners of the buildings or any part thereof;
- (b) a duplicate original of a properly certified copy of the policy of insurance and all endorsements are required to be provided to the first mortgagee, and certified copies or certificates of insurance shall be provided to the owners;
- (c) a renewal certificate or a certified copy of a replacing policy shall be delivered to the first mortgagee not later than 10 days before the date of expiration of the then current policy;
- (d) at no time and in no event is the coverage under any such policy of insurance to be brought into the contribution or affected by any insurance coverage contract purchased by the unit owner.

10. When the board has determined that there has been substantial damage to twenty-five (25%) per cent of the buildings, notice of such determination shall be given within 10 days thereof to all owners and mortgagees, with such notice to the mortgagees to be sent by registered mail.

11. The policy or policies of insurance mentioned herein shall contain a waiver of the insurers' option to repair, rebuild or replace in the event that, after damage to the premises, the owners vote to register a Notice of Termination pursuant to the Act.

ARTICLE XVIII

INSURANCE TRUSTEE

1. The Board on behalf of the Corporation shall enter into an agreement (herein called the "Insurance Trust Agreement") with an Insurance Trustee which shall be a Trust Company duly registered and qualified under the provisions of the Loan and Trust Corporation Act (Ontario) and having a capital, surplus and divided profits of at least TEN MILLION (\$10,000,000.00) DOLLARS or a chartered bank, which agreement shall without limiting its generality, provide the following:

- (a) the receipt by the Insurance Trustee of any proceeds of insurance under sub-paragraph 1(b) and 1(c) of Article XVII where such proceeds exceed an amount equal to one-tenth of one per cent of the total stated amount of insurance in such policy;
- (b) the holding of such proceeds in trust for those entitled thereto in accordance with this Article; and
- (c) the disbursements of such proceeds in accordance with the provisions of the Insurance Trust Agreement.

In the event that the Board is unable to enter into such agreement with such trust company or such chartered bank by reason of the refusal of such trust company or chartered bank to act, the Board may enter into such agreement with such other corporation duly authorized to act as a trustee in the Province of Ontario as in its discretion the Board may deem advisable.

2. The Corporation shall pay the fees and disbursements of any Insurance Trustee and all such fees and disbursements shall constitute a common expense.

ARTICLE XIX

INDEMNIFICATION

(a) Each residential owner shall indemnify the Corporation against any loss; cost, damages, or injury to the common elements caused by or resulting from any act or omission of such residential owner or the residents of his unit, or by any guest or tenant of such owner or resident, except to the extent that such loss, cost, damages or injury is covered by insurance purchased by the Corporation.

(b) The Corporation shall indemnify any owner against loss or expense resulting from its wrongful act or omission, except to the extent that such loss or expense is covered by insurance purchased by the Corporation under Article XVII.

(c) Every director or officer of the Corporation shall from time to time and at all times be indemnified and saved harmless by the Corporation from and against:

(i) Any liability, all costs, charges and expenses which such director or officer sustains or incurs in or about any action, suit or proceeding which is proposed, commenced or prosecuted against him for or in respect of anything, done or permitted by him, in or about the execution of the duties of his office;

(ii) All other costs, charges and expenses which he sustains or incurs in or about or in relation to the affairs of the Corporation thereof.

ARTICLE XX

EXPROPRIATION

1. (a) TOTAL EXPROPRIATION

In the event of expropriation of the whole of the project, the compensation to be paid for the whole of the project shall be negotiated and finalized by the Corporation, whether or not proceedings are necessary and the compensation less expenses involved, if any, in obtaining the said compensation shall be distributed among the unit owners in proportion to their interest in the common elements. Notwithstanding the award for the expropriation of the whole project, the rights of each unit owner shall be separate to negotiate and finalize their personal compensation for improvements made to the unit after registration of this Declaration and the Description, cost of moving and other similar items personal to each unit owner.

(b) PART OF COMMON ELEMENTS ONLY TAKEN

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

(ii) Any portion of the proceeds received on expropriation that is attributable to any portion of the common elements that are to be used only by the owners of designated units and not by all the owners shall be divided among the owners of the designated units affected in the proportion in which their interests are affected.

2. PARTIAL EXPROPRIATION INCLUDING UNITS

In the event of a partial expropriation which includes some units, each owner whose unit is expropriated shall deal with the expropriating authority with regard to compensation relating to his unit and interest in the common elements. The compensation for the damage suffered by the remaining owners shall be negotiated and finalized by the Corporation,

whether or not proceedings are necessary and the compensation shall be distributed proportionately among the remaining owners. The Condominium Corporation shall notify all interested Mortgagees within 10 days after notice of expropriation is received.

The cost of restoring the balance of the project so that it may be used shall be determined by the Corporation, and the Corporation shall negotiate with the expropriating authority with regard to compensation for this expenditure, and, shall, unless the government of the property by the Act is terminated in 30 days of the receipt of such compensation in trust, reconstruct, using the funds received for such reconstruction.

ARTICLE XXI

ENVIRONMENTAL CONDITIONS

The Ministry of the Environment has indicated that the noise levels from rail traffic on the CN-CR railway may occasionally interfere with some activities of some of the occupants.

ARTICLE XXII

RIGHT-OF-WAY AND EASEMENTS

1. Whereas the Declarant intends to construct upon lands adjacent abutting the lands described in Schedule "A" hereto certain buildings referred herein as buildings.

2. And whereas it is intended by the Declarant that said buildings are to be constructed upon the adjacent and abutting lands more particularly described as follows and hereinafter referred to as "adjacent and abutting lands".

ALL AND SINGULAR that certain parcel of land situate, lying and being in the City of Nepean in the Regional Municipality of Ottawa-Carleton being Part of Blocks C and D according to Plan 506462 registered in the Land Registry Office for the Land Registry Division of Ottawa (No. 5) and now in the Land Titles Division of Ottawa-Carleton (No. 4) being Part of Parcel C-1 in the register for section 506462 shown as Part 2 on a Plan of Survey of Record registered in the Land Titles Division of Ottawa-Carleton as 4R-3339.

3. And whereas it is necessary for the Owners, Occupants, Tenants, Declarant or their Employees, Agents, Designates, Invitees and Licencees to have access to and from the said adjacent and abutting lands and to have access for repair and maintenance to certain water mains, sanitary sewers, storm sewers, roadways and concrete curbs, which will service the adjacent and abutting lands and buildings and to have access to the Corporation's office building.

Now therefore notwithstanding anything contained herein:

A. Right-of-Way

The lands described in Schedule "A" shall be governed as follows:

Subject to a Right-of-Way in favour of the Owners of the adjacent and abutting lands for the purpose of ingress and egress to the adjacent and abutting lands described as Parts 11 and 14 on a Reference Plan deposited in the Land Titles Office for the Land Titles Division of Ottawa (No. 4) as Number 4R-3498.

B. Easements

Whereas the servient tenement of the Corporation is described in Schedule "A" hereto and the dominant tenement of the Owners of the adjacent and abutting lands is described in paragraph 2 of Article XXII.

Witnesseth that in consideration of (\$1.00) ONE DOLLAR of lawful money of Canada now paid by the Owners of the adjacent and abutting lands to the Corporation (the receipt whereof is hereby acknowledged), the Corporation hereby grants, conveys and transfers unto the Owners of the

adjacent and abutting lands, its successors and assigns, forever, the right, interest and easement on, over, under and through the land of the Corporation, known more particularly as parts 10, 11, 12, 14 and 16 on Plan 4R-3498, for the following purposes, namely: in the event the Corporation does not repair or maintain within a reasonable time, the Owners of the adjacent and abutting lands shall have the right to maintain and repair certain water mains, sanitary sewers, storm sewers, roadways and concrete curbs. There shall be a duty and obligation upon the Owners of the adjacent and abutting lands to restore the said land described in Schedule "A" to its original condition upon completion of any maintenance and/or repair.

The Corporation for itself, its successors and assigns, covenants with the Owners of the adjacent and abutting lands, its successors and assigns to use the said Parts 10, 11, 12 and 14 for a road and parking where designated and Part 16 only for open spaces; and not to do or suffer to be done any other thing which might injure or damage the said easement of the Owners of the adjacent and abutting lands.

The Corporation furthermore grants, conveys and transfers unto the Owners of the adjacent and abutting lands, its successors and assigns, forever, the right interest and easement, on, over and through the land of the Corporation, known more particularly as Part 17 on Plan 4R-3498 for the following purposes, namely: for the parking of vehicles where designated and for use of the office and storage space for the business of a condominium corporation and/or a rental manager.

The Corporation for itself, its successors and assigns covenants with the Owners of the adjacent and abutting lands, its successors and assigns to use the said Part 17 for parking as designated and for office and storage space for the business of the Corporation, and not to do or suffer to be done any other thing which might injure or damage the said easement of the Owners of the adjacent and abutting lands, subject to the Corporation's own right to so use the said Part 17 as an office and storage space and for parking as designated.

C. Cost-Sharing

Upon the said buildings being constructed, the Corporation shall be fully responsible for maintenance and repair of Parts 10, 11, 12, 14, 16 and 17 on Plan 4R-3498 subject to the rights of the Owners of the adjacent and abutting lands to maintain and repair the said lands in the event the Corporation does not maintain and/or repair within a reasonable time. The responsibility for the costs of repair and maintenance shall be shared equally by the Corporation and the Owners of the adjacent and abutting lands; provided however that the costs of normal landscaping from time to time shall be the responsibility of the Corporation. Provided, however, that the Owners of the adjacent and abutting lands and the Corporation may by mutual agreement agree from time to time as to their respective contributions to the said cost of maintenance and repair.

For purposes of further clarifying Clause C hereof, the costs of maintenance and repair shall not include any taxes, rates and assessments, municipal, local, parliamentary or otherwise or other levies imposed by the Corporation of the City of Nepean or the Regional Municipality of Ottawa-Carleton, which taxes, rates, assessments and levies shall remain the sole responsibility of the Corporation.

D. Future Transfers of Right-of-Way and Easements

It is a condition of this Transfer of Right-of-Way and Easements that the Declarant and the Owners of the adjacent and abutting lands will give the Corporation a Right-of-Way over the adjoining and abutting lands more particularly described as Parts 2, 6, and 8 on Plan 4R-3498 for ingress and egress and furthermore to grant easements to the Corporation on, over, under and through the adjoining and abutting lands more particularly described as Parts 2, 5, 6, 7, 8 and 9 on Plan 4R-3498 for repair and maintenance to certain water mains, sanitary sewers, storm sewers, roadways and concrete curbs.

ARTICLE XXIII

SEVERABILITY

The invalidity of any provisions of this Declaration shall not be

deemed to impair or affect in any way whatsoever the validity and enforceability or effect of the remainder of the provisions of this Declaration and in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision has never been included herein.

ARTICLE XXIV

NON-WAIVER

Any excusing, condoning, or overlooking by the Corporation or by default, breach or non-observance by the Corporation or by any owner or owners at any time of any covenant, proviso, condition or regulation in this Declaration, the Description, the By-laws, the Act and the Rules any release of regulations or any instrument by or upon the Corporation or owner shall not operate as a waiver of the rights of the Corporation or any owner or owners, as the case may be, in respect of any subsequent default, breach or non-observance of the terms of such instrument or instruments and shall not defeat or affect in any way the rights of the Corporation or any owner or owners as the case may be, in respect of any subsequent default or breach.

ARTICLE XXV

CONFLICT

In case of conflict between any provision hereof and the Act, the Act governs. In case of conflict between any provision in any By-law or Rule and the Act or this Declaration, the Act or this Declaration, as the case may be, governs. The invalidity of any part of this Declaration does not affect the validity of the remainder.

ARTICLE XXVI

CONSTRUCTION OF DECLARATION

This Declaration shall be read with all necessary changes of number and gender required by its context.

ARTICLE XXVII

HEADINGS

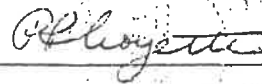
The descriptive headings appearing at each Article of this Declaration form no part of this Declaration but are inserted only for convenience of reference.

DATED at Ottawa this 5 day of February 1981 A.D.

IN WITNESS WHEREOF the Declarant has hereunto affixed its corporate seal under the hands of its proper officers duly authorized on its behalf.

THOMAS C. ASSALY CORPORATION LTD.

Per



SCHEDULE "A"

ALL and singular that certain parcel of land situate, lying and being in the City of Nepean, in the Regional Municipality of Ottawa-Carleton being Part of Block C according to Plan 506462 registered in the Land Registry Office for the Land Registry Division of Ottawa (No. 5) and now in the Land Titles Division of Ottawa-Carleton (No. 4) being Part of Parcel C-1 in the Register for Section 506462 shown as Parts 10, 11, 12, 13, 14, 15, 16 and 17 on a Plan of Survey of Record registered in the Land Titles Division of Ottawa-Carleton as 4R-3498.

SUBJECT TO a Right-Of-Way over Parts 11 and 14 on a Plan of Survey of Record registered in the Land Titles Division of Ottawa-Carleton as 4R-3498 and subject to an easement over Parts 10, 11, 12, 14, 16 and 17 on 4R-3498, in favour of the owners from time to time of Part 2 on 4R-3339.

AFFIDAVIT OF SUBSCRIBING WITNESS

I, ALMAS MAPARA
of the BOROUGH OF NORTH YORK
in the MUNICIPALITY OF METROPOLITAN TORONTO
make oath and say:


I am a subscribing witness to the attached instrument and I was
present and saw it executed at Toronto by SIDNEY W. SHIPLEY
and JOSEPH G. SLANEY as attorneys for The Royal Bank
of Canada.

I verily believe that the persons whose signatures I witnessed
were authorized to execute the instrument as attorneys for The
Royal Bank of Canada.

I know the said persons and they are, and at the time of the
execution of the instrument they were, a
and a _____, respectively, of The Royal
Bank of Canada.

I am an employee of The Royal Bank of Canada and as such have
personal knowledge of the matters deposed to herein.

SWORN BEFORE ME at the City
of Toronto in the Municipality
of Metropolitan Toronto
this 14th day of January
1981.


A Commissioner for taking
affidavits, etc.
DOUGLAS P. CHANNELL
A Commissioner, etc., Province of Ontario,
for The Royal Bank of Canada.
Expires July 10th, 1981.



SCHEDULE "B"

The Condominium Act - Consent Under
Clause b of Subsection 1 of Section
3 of the Act.

THE ROYAL BANK OF CANADA having a registered mortgage within
the meaning of clause b of subsection 1 of section 3 of The
Condominium Act registered as No. 224305 in the Land Registry
Office No. 4 for the Land Titles Division of Ottawa-Carleton
at Ottawa, hereby consents to the registration of this
Declaration pursuant to The Condominium Act against the land
or interest appurtenant to the lands described in the Description.

IN WITNESS WHEREOF The Royal Bank of Canada has caused these
presents to be signed by duly authorized Attorneys in that
behalf pursuant to Power of Attorney registered on April 28/80
as No. 232677.

DATED this 14th day of January 1981.

THE ROYAL BANK OF CANADA
By its Attorneys

Allegretti


Two handwritten signatures are written over two horizontal lines. The top signature is a cursive name, and the bottom signature is a more stylized cursive name.

SCHEDULE "B"

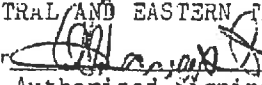
The Condominium Act - Consent Under
clause b of subsection 1 of section
3 of the Act.

Central and Eastern Trust Company having a registered mortgage within the meaning of clause b of subsection 1 of section 3 of the Condominium Act registered as No. 228953 in the Land Registry Office No. 4 For the Land Titles Division of Ottawa-Carleton at Ottawa hereby consents to the registration of this Declaration pursuant to The Condominium Act against the land or interest appurtenant to the lands described in the Description.

IN WITNESS WHEREOF Central and Eastern Trust Company has caused these presents to be signed by duly authorized officers in that behalf.

DATED this 22nd day of December , 1980.

CENTRAL AND EASTERN TRUST COMPANY

Per 
Authorized Signing Officer

Per _____


SCHEDULE "C"

- a) The VERTICAL boundaries of a Unit are:
- i) The Unit side surfaces of the unfinished drywall of the exterior walls of the first floor, the second floor, the entry and the finished portion of the basement and the production thereof through floor joists.
 - ii) The Unit side surfaces of the windows.
 - iii) The unfinished Unit side surfaces of the window frames.
 - iv) The unfinished Unit side surfaces of the exterior doors.
 - v) In the case of the unfinished portion of the basement, the Unit side surfaces of the poured concrete walls forming such basement.
- b) The HORIZONTAL boundaries of a Unit are:-
- i) Lower: The upper surface of the unfinished concrete floor slab in the basement.
 - ii) Upper: The lower surface of the unfinished ceiling drywall of the second floor and in Units 1 to 52 only, the lower surface of the unfinished ceiling drywall of the entry.
 - iii) In the case of recessed entries, the upper face and plane of the ceiling joist above such entry.

Notwithstanding the foregoing, a Unit shall NOT include:

- i) The concrete portions of the walls.
- ii) The doors leading out of a Unit and the door frames of said doors.
- iii) The windows and window frames of a Unit.
- iv) The storage areas.
- v) Such pipes, wires, cables, conduits, ducts or public utility lines used for power, hot or cold water or drainage which are within walls, floors or ceilings.
- vi) Heating tanks or other heating equipment, including controls.

BUT The Unit SHALL include the other facilities which are within the boundaries of the Units and which service the Units only.


.....
W. H. Moffatt
Ontario Land Surveyor

SCHEDULE "D"

SCHEDULE OF CONTRIBUTION TO COMMON
EXPENSES AND PERCENTAGE OF COMMON
INTEREST

UNIT NO.	LEVEL NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES AND PERCENTAGE OF COMMON INTEREST
1.	1	.909190%
2.	1	.909090%
3.	1	.909090%
4.	1	.909090%
5.	1	.909090%
6.	1	.909090%
7.	1	.909090%
8.	1	.909090%
9.	1	.909090%
10.	1	.909090%
11.	1	.909090%
12.	1	.909090%
13.	1	.909090%
14.	1	.909090%
15.	1	.909090%
16.	1	.909090%
17.	1	.909090%
18.	1	.909090%
19.	1	.909090%
20.	1	.909090%
21.	1	.909090%
22.	1	.909090%
23.	1	.909090%
24.	1	.909090%
25.	1	.909090%
26.	1	.909090%
27.	1	.909090%
28.	1	.909090%
29.	1	.909090%
30.	1	.909090%
31.	1	.909090%
32.	1	.909090%
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34.	1	.909090%
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36.	1	.909090%
37.	1	.909090%
38.	1	.909090%
39.	1	.909090%
40.	1	.909090%
41.	1	.909090%
42.	1	.909090%
43.	1	.909090%
44.	1	.909090%
45.	1	.909090%
46.	1	.909090%
47.	1	.909090%
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49.	1	.909090%
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52.	1	.909090%
53.	1	.909090%
54.	1	.909090%
55.	1	.909090%
56.	1	.909090%
57.	1	.909090%
58.	1	.909090%
59.	1	.909090%
60.	1	.909090%

UNIT NO.	LEVEL NO.	PERCENTAGE CONTRIBUTION TO COMMON EXPENSES AND PERCENTAGE OF COMMON INTEREST
61.	1	.909090%
62.	1	.909090%
63.	1	.909090%
64.	1	.909090%
65.	1	.909090%
66.	1	.909090%
67.	1	.909090%
68.	1	.909090%
69.	1	.909090%
70.	1	.909090%
71.	1	.909090%
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101.	1	.909090%
102.	1	.909090%
103.	1	.909090%
104.	1	.909090%
105.	1	.909090%
106.	1	.909090%
107.	1	.909090%
108.	1	.909090%
109.	1	.909090%
110.	1	.909090%

252900

RECORDED
LAND TITLE DIVISION
OF THE REGISTRY
NO. 17

FEB 23 3 04 PM '81

Denise
DENISE VIAU
ASSISTANT DEPUTY LAND
REGISTRAR

DATED: February 16th, 1981

CARLETON CONDOMINIUM CORPORATION NO. 188

BY-LAW NO. 1

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

7-00 + 2 copies

Woodroffe Gardens
Phase I
December 1980

CERTIFICATE

Carleton Condominium Corporation No. 188 hereby certifies that the By-law Number 1 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 By-law Number 1 has not been amended and is in full force and effect.

DATED at the City of Ottawa this *17th* day of *February*, 1981.

CONDOMINIUM CORPORATION NUMBER 188

Per *L. J. Nowinski*
Secretary

CARLETON CONDOMINIUM CORPORATION NO. 188

BY-LAW NO. 1

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

ARTICLE I

DEFINITIONS

The terms used herein shall have ascribed to them the meanings and definitions contained in The Condominium Act, S.O., 1978, Chapter 84, as amended, (hereinafter called the "Act").

ARTICLE II

SEAL

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

ARTICLE III

REGISTER

The Board shall keep a register (hereinafter called "the register") respecting the property which shall note the name and address of the owner and mortgagee of each unit who have notified the Board of their respective interest in the property. The address of each owner shall be the address of his unit and the address of each mortgagee shall be the address shown for him on his mortgage registered in the Office of Land Titles, unless the Board is given notice of a different address by such owner or mortgagee.

ARTICLE IV

MANAGEMENT OF PROPERTY

(a) Engagement of Manager

The Board of Directors (hereinafter called "Board") of the Corporation, may by agreement in writing, engage a person, firm or corporation (hereinafter called the "Manager") to perform such duties and services necessary to manage the property, on such terms and conditions as the Board may from time to time determine. Notwithstanding any such engagement, the Board may at any time, exercise any and all of the powers and duties imposed upon the Manager, all of which is subject to the Act.

(b) Indemnity of Manager

The Corporation shall indemnify and save harmless the Manager from any and all liability and from all claims and demands arising out of damage or injuries to persons or property from any cause whatsoever in or about or in any way connected with the property and defend, at the expense of the Corporation, all suits which may be brought against the Manager in respect of any such claim or demand and pay all judgments that may be rendered against the Manager on account thereof; provided that nothing contained herein shall release the Manager from any liability to an owner or to the Corporation in respect of a breach of any of the Manager's covenants contained in such management agreement.

ARTICLE V

RULES

(a) Enactment of Rules

The Board may make rules respecting the use of common elements and units or any of them to promote the safety, security or welfare of the owners and of the property or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and of other units. Any rule made shall be effective thirty days after notice thereof has been given to each owner unless the Board is in receipt of a

requisition in writing, pursuant to Section 19 of the Act, requiring a meeting of owners to consider the rules.

The owners may at any time after a rule becomes effective amend or repeal a rule at a meeting of owners duly called for that purpose.

(b) Rules for Use of Units

The following Rules shall be observed by each owner and the term "owner" shall include the owner or any other person occupying the unit with the owner's approval:

1. No owner shall do, or permit anything to be done in his unit or bring or keep anything therein which will in any way increase the risk of fire or the rate of fire insurance on any building, or on property kept therein, or obstruct or interfere with the rights of other owners, or in any way injure or annoy them, or conflict with the laws relating to fire or with the regulations of the Fire Department having jurisdiction over the property or with any insurance policy carried by the Corporation or any owner, or conflict with any of the rules and ordinances of the Board of Health having jurisdiction or with any applicable statute or municipal By-law.
2. Owners, their families, guests, visitors and servants shall not create or permit the creation of or continuation of any noise or nuisance which, in the opinion of the Board or the Manager, may or does disturb the comfort or quiet enjoyment of the property by other owners, their families, guests, visitors, servants and persons having business with them.
3. No animal, livestock or fowl other than a pet shall be kept on the property and no pet that is deemed by the Board, in its absolute discretion, to be a nuisance shall be kept by any owner of any unit or any other part of the property. Any owner who keeps a pet on the property or any part thereof shall within two weeks of receipt of a written notice from the Board or the Manager requesting the removal of such pet, permanently remove such pet from the property.
4. No auction sale by unit owners shall be held on the property.
5. No stores of coal or any combustible or offensive goods, provisions or materials shall be kept on the property.
6. Any loss, cost or damages incurred by the Corporation by reason of a breach of any rules, in force from time to time, by any owner, his family, guests, servants, agents or occupants of his unit shall be borne by such owner and may be recovered by the Corporation against such owner in the same manner as common expenses.
7. Garbage shall be stored inside each unit until the normal day of garbage collection.

(c) Rules for Use of Common Elements

1. The Common elements, save and except the parts of the common elements designated for exclusive use by an owner, shall not be obstructed by any owner, his family, guests, tenants, servants, agents or visitors or used by any of them for any purpose other than for ingress and egress to and from their respective units or for such purposes as the Board may direct.
2. No owner shall place, leave or permit to be placed or left in or upon the common elements, any goods, things, debris, refuse or garbage.
3. No one shall harm, mutilate, destroy, alter or litter or allow pets to litter any of the landscaping work on the property, including but not limited to grass, trees, shrubs, hedges, flowers or flower beds.
4. No house, tent, truck, boat, boat trailer, camper van trailer, equipment, machinery or any other vehicle, other than a passenger automobile not exceeding six feet in height, shall be parked, placed, located, kept or maintained on any part of the common elements other than in the parking spaces allocated to the owner.
5. No repairs or adjustments to motor vehicles or automobiles or the

washing thereof may be carried out on the common elements.

6. No television antenna, aerial, tower or similar structure and appurtenances thereto shall be erected on or fastened to any unit, except for connection with a common television cable system.

7. No building or structure or tent shall be erected and no trailer either with or without living, sleeping or eating accommodation shall be placed, located, kept or maintained except on the exclusive use common elements and parking spaces allocated to the owner.

8. Any loss, cost or damages incurred by the Corporation by reason of a breach of any rules in force from time to time by any owner, his family guests, servants, agents or occupants of his unit shall be borne by such owner and may be recovered by the Corporation against such owner in the same manner as common expenses.

ARTICLE VI

THE BOARD

(a) Number and Quorum

The affairs of the said Corporation shall be managed by the Board of Directors consisting of five (5) persons of whom three (3) shall constitute a quorum for the transaction of business at any meeting of the Directors. Notwithstanding vacancies, the remaining Directors may exercise all the powers of the Board so long as a quorum of the Board remains in office. The number of the Directors may be increased by the passing of a by-law.

(b) Election and Term

The Directors of the Corporation shall be elected in rotation and upon the expiration of their respective term of office shall retire, but shall be eligible for re-election. Forthwith on registration, the Declarant as owner of all the Units shall elect five (5) directors who shall constitute the Board until the first general meeting of owners at which time five (5) Directors shall be elected to hold office for a term or terms to be determined by the Corporation but in any event not to exceed three (3) years. At each annual meeting thereafter a number of Directors equal to the number of Directors retiring in such year shall be elected for a term of three (3) years. Provided however that any Mortgagee holding first unit Mortgages on 50% or more of the units is entitled to appoint its nominee to the Board of Directors.

(c) Qualifications and Nomination

Each member of the Board shall be eighteen (18) years of age or more and need not be a member of the Corporation. Any person may be nominated for election to the Board providing such nomination may be made only by one of the following: an owner, his proxy or a mortgagee in order of its priority of registration.

(d) Notice of Meetings of Directors

Notice of any meeting shall be given personally, by ordinary mail or telegraph to each Director not less than forty-eight (48) hours (excluding any part of a Sunday or of a holiday as defined by the Interpretation Act of Canada for the time being in force) before the time when the meeting is to be held, save that no notice of a meeting shall be necessary if all the Directors are present and consent to the holding of such meeting or if those absent have waived notice of or otherwise signified in writing their consent to the holding of such meeting.

(e) Regular Meetings

The Board may appoint a day or days in any month or months for regular meetings at a place and hours to be named. A copy of any resolution of the Board fixing a place and time for regular meetings of the Board shall be sent to each Director forthwith after being passed, but no other notice shall be required for any such regular meeting.

(f) First Meeting of New Board

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

2. The Board elected at a time when the declarant owns a majority of the units shall, not more than 21 days after the declarant ceases to be the registered owner of a majority of the units, call a meeting of the owners of the Corporation to elect a new Board of Directors and such meeting shall be held within 21 days after the calling of the meeting. If such meeting is not called within the time provided for, any owner or any mortgagee or chargee entitled to vote may call the meeting.

(g) Interest of Directors in Contracts

No Director shall be disqualified by his office from contracting with the Corporation nor shall any contract or arrangement entered into on behalf of the Corporation with any Director or in which any Director is in any way interested be avoided, nor shall any Director so contracting or being so interested be liable to account to the Corporation for any profit realized by any such contract or arrangement by reason of such Director holding such office provided that the provisions of section 17 of the Act are complied with.

(h) Protection of Directors and Officers

No Director or officer of the Corporation shall be liable for the acts, neglect or default of any other Director or officer or for joining in any act for conformity or for any loss or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired by order of the Board for or on behalf of the Corporation, or for the insufficiency or deficiency of any security in or upon which any of the monies of the Corporation shall be invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any of the monies, securities or effects of the Corporation shall be deposited or for any loss occasioned by an error of judgment or oversight on his part or for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto, unless the same shall happen through his own dishonest or fraudulent act or acts.

(i) Voting

At all meetings of the Board all resolutions shall be decided by a majority of votes cast on the resolution, and in case of an equality of votes the Chairman of the meeting shall be entitled to a second or casting vote.

(j) Officers of the Board

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 successor is elected. A vacancy occurring from time to time in such office may be filled by the Board from among its members.

2. Appointed Officers

From time to time the Board shall appoint a Secretary and may appoint one or more Vice-Presidents, a Treasurer and such other officers as the Board may determine, including one or more assistants to any of the officers so appointed. The officer so appointed may, but need not be a member of the Board. One person may hold more than one office and if the same person holds both the office of Secretary and the office of Treasurer he 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 any officer of the Corporation.

4. President

The President shall, when present, preside at all meetings of the members of the Board and shall be charged with the general supervision, management and direction of the business and affairs of the Corporation, subject to the authority of the Board.

5. Vice-President

During the absence of the President his duties may be performed and his powers may be exercised by the Vice-President or if there are more than one Vice-President, then by the Vice-Presidents in order of seniority (as determined by the Board) but no Vice-President shall preside at a meeting of the Board or at a meeting of members who is not qualified to attend the meeting as a Director or member, as the case may be. If a Vice-President exercises any such duty or power, the absence of the President shall be presumed with reference thereto. A Vice-President shall also perform such duties and exercise such powers as the Board may prescribe.

6. Secretary

The secretary shall give or cause to be given all notices required to be given to the owners, Directors, Auditors, mortgagees and all others entitled thereto; he shall enter or cause to be entered in books kept for that purpose minutes of all proceedings at such meetings; he shall be the custodian of all books, papers, records, documents and other instruments belonging to the Corporation; and he shall perform such other duties as may from time to time be prescribed by the Board.

7. Treasurer

The Treasurer shall, in conjunction with the Manager who may be hired by the Corporation to manage the Corporation, 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 and in conjunction with the said Manager, shall control the deposit of money, the safekeeping of securities and the disbursements of the Corporation; he shall render to the Board at the meeting thereof or whenever required of him an account of all his transactions as Treasurer and of the financial position of the Corporation; and he shall perform such other duties as may from time to time be prescribed by the Board.

8. Other Officers

Subject to the foregoing the duties of all other officers of the Corporation shall be such as the Board prescribes. All of the powers and duties of an officer to whom an assistant has been appointed may be exercised and performed by such assistant unless the Board otherwise directs.

9. Agents and Attorneys

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

ARTICLE VII

DUTIES AND POWERS OF THE BOARD

(a) Duties of the Board

In addition to those duties imposed upon it by the Act the duties of the Board shall include but shall not be limited to the following:

- 1) the operation, management, care, upkeep and maintenance of the common elements and all other assets of the Corporation;

- (i) the collection of all contributions to the common expenses from the owners, or from any mortgagees, and the depositing of such contributions in a separate account with a chartered bank or trust company;
 - (ii) the supplying of water to the building, except where the Corporation is prevented from carrying out such duty by reason of any event beyond the reasonable control of the Corporation. If at any time any apparatus or equipment used in effecting the supply of water, becomes incapable of fulfilling its function or is damaged or destroyed the Corporation shall have a reasonable time within which to repair or replace such apparatus and the Corporation shall not be liable for direct, indirect or consequential damages or for damages for personal discomfort or illness by reason of the breach of such duty;
 - (iv) the obtaining and maintaining of insurance for the property as may be required by the Act, the Declaration or By-laws;
 - (v) the repairing and restoring of the common elements, in accordance with the provisions of the Act, the Declaration and By-laws;
 - (vi) the obtaining and maintaining fidelity bonds where obtainable in such amounts as the Board of Directors may deem reasonable, for such Officers and Directors or employees as are authorized to receive or disburse any funds on behalf of the Corporation;
 - (vii) the maintenance of accurate accounts and financial records of the financial transactions of the Corporation; causing audits to be made after every year-end and making Auditor's statements available to the owners and mortgagees during reasonable business hours;
 - (viii) the notification by registered mail to any Mortgagee holding 25 percent or more of the first unit Mortgages of any changes intended to be made to the By-laws of the Corporation 30 days prior to the changes being brought before the Board of Directors.
- (b) Powers of the Board

The powers of the Board shall include but shall not be limited to the following:

- (i) the employment and dismissal of personnel necessary for the maintenance and operation of the common elements;
- (ii) the adoption and amendment of Rules concerning the operation and use of the property;
- (iii) the employing of a Manager at a compensation to be determined by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize, including but not limited to the foregoing duties;
- (iv) such further powers as may be necessary or incidental to the due performance of its duties;
- (v) the payment of all sums that are required to be paid by the Corporation and without limiting the generality of the foregoing shall include charges levied by the Corporation or money levied or charged on account of heat, hydro, and water supplied to the common elements.

ARTICLE VIII

ASSESSMENT AND COLLECTION OF EXPENSES

- (a) (i) All expenses, charges and costs of the maintenance, operation, repair or replacement of the common elements and

any other expenses, charges or costs which the Board of Directors may incur or expend shall be assessed by the Board of Directors pursuant to the terms of the Act, the Declaration or this By-law, and levied against the owners in the proportions in which they are required to contribute to the common expenses as set forth in the Declaration. The Board of Directors, in conjunction with its Manager, shall from time to time, and at least annually, prepare a budget for the property, 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) and allocate and assess such common expenses 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. In addition to the foregoing expenses the Board of Directors may include in the annual budget provisions for a reserve fund for contingencies, working capital, deficits or replacements, which reserve fund shall be an asset of the Corporation. The Board of Directors 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 to all owners and mortgagees entered on the register a copy of each budget on which such common expenses are based.

(ii) Owner's Obligations

Each owner shall be obliged to pay to the Corporation or as it may direct the amount of such annual assessment for common expenses as follows: ONE TWELFTH (1/12) of such assessment 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.

(iii) Extraordinary Expenditures

In addition to the annual assessment, extraordinary expenditures not contemplated in the foregoing budget and for which the Board of Directors shall not have sufficient funds may be assessed at any time during the year by the Board of Directors serving notices of such further assessment on all owners and mortgagees entered on the register. Such notice shall include a written statement setting out the reasons for the extraordinary assessment. Such extraordinary assessment shall be payable by each owner within TEN (10) DAYS after the delivery of a notice thereof to such owner, or within such further period of time and in such instalments as the Board of Directors may determine.

(b) Default in Payment of Assessment

(i) Arrears of payments required to be made under the provisions of this Article VII shall bear interest at a rate equal to TWO (2%) PER CENT above the interest rate charged from time to time by the Bank of Canada to chartered banks.

(ii) In the event an owner is in default in any payment required to be made hereunder and such default continues for a period of fifteen (15) days, the Corporation may register a notice of lien in accordance with the provisions of Section 32 subsection 5 and Section 33 subsection 5 of the Act.

(iii) The Board of Directors whenever so required in writing by an owner or mortgagee entered on the register, shall promptly report to such owner any then unpaid common expenses due from, or any other default by any other owner, and any common expenses assessed or other money claims by the Corporation against any other owner, which are THIRTY (30) DAYS past due. The Corporation shall not register a Notice of Lien pursuant to the provisions of the Act until

the expiry of Fifteen (15) days from the date of forwarding a notice of arrears pursuant to this paragraph.

- (iv) The Board of Directors when giving notice of default in payment of common expenses or any other default to the owner of the unit, shall concurrently send a copy of such notice to each mortgagee of such unit, who is entered on the register, and who has requested that such notices be sent to him.

(c) Conveyance of Unit

No owner shall be liable for the payment of any part of the common expenses assessed against his unit prior to a transfer by him of such unit but payable by him subsequent thereto if he first gives notice of such assessment to the transferee of the unit.

ARTICLE IX

CONDUCT OF THE AFFAIRS OF THE CORPORATION

(A) Meeting of Owners of the Corporation

1. Annual Meeting

The annual meeting of the owners shall be held at such place within the Regional Municipality of Ottawa-Carleton, at such time and on such day in each year as the Board may from time to time determine for the purpose of hearing and receiving the reports and statements of the officers of the Corporation, including a current audited financial statement of the affairs of the Corporation and any other reports or statements required by the Act and the By-laws of the Corporation, to be read at and laid before the owners at an annual meeting; electing directors, appointing the auditor and fixing or authorizing the Board to fix his remuneration; and for the transaction of such other business as may properly be brought before the meeting.

Such notice shall be deemed to be sufficiently given if given to those persons entered on the said register twelve days before the date of the meeting.

2. Right to Vote

At each meeting of owners, every owner shall be entitled to vote who is entered on the register as an owner or has given notice to the Corporation in a form satisfactory to the Chairman of the meeting that he is an owner. If a unit has been mortgaged the owner who mortgaged such unit (or his proxy) may nevertheless represent such unit at meetings and vote in respect thereof, unless in the instrument creating the mortgage he has expressly authorized or empowered the mortgagee to exercise his right to vote, in which case such mortgagee (or his proxy) may attend meetings and vote in respect of such unit, upon filing with the Secretary of the meeting sufficient proof of the terms of such instrument, and upon notifying the Corporation and the owner of such unit of his intention to exercise such right at least two days before the date specified in the notice for the meeting or if such mortgagee has notified the Corporation of his rights in accordance with item 4 of this Article. Any dispute over the right to vote shall be resolved by the Chairman of the meeting upon such evidence as he may deem sufficient. The voting of each owner or mortgagee shall be on the basis of one vote per unit.

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 by proxy for such corporation) upon filing with the Secretary of the meeting sufficient proof of his appointment, shall represent the owner or mortgagee at all meetings of the owners and may vote in the same manner and to the same extent as such member. If there be more than one Executor, Administrator, Committee, Guardian or Trustee, the provisions of item 5 of this Article shall apply.

4. Proxies

Every owner or mortgagee entitled to vote at meetings of owners may by instrument in writing appoint a proxy, who need not be an owner or mortgagee, to attend and act at the meeting in the same manner, to the same extent and with the same power as if the owner or mortgagee were present at the meeting. The instrument appointing a proxy shall be in writing signed by the appointer, or his attorney duly authorized in writing. The instrument appointing a proxy shall be deposited with the Secretary of the meeting before any vote is cast under its authority.

5. Concurrent Owners

If a unit or a mortgage of a unit is owned by two or more persons, any of them present or represented by proxy may in the absence of the other or others vote and the vote is equal to one vote, but if more than one of them are present or represented by proxy their votes is equal to one vote and they shall vote in the same way, failing which the vote applicable to that unit shall not be counted.

6. Votes to Govern

At all meetings of owners every question shall, unless otherwise required by the Act or the Declaration or By-laws, be decided on a show of hands by a majority of the votes as defined in item 2 of this Article.

7. Equality of Votes

In case of equality in the votes whether on a show of hands or on a poll, the Chairman of the meeting is entitled to a casting vote in addition to his original vote.

8. Persons Entitled to be Present

The only persons entitled to attend a meeting of owners shall be the owners and mortgagees entered on the register, and any other entitled to vote thereat, and the Auditor of the Corporation, the Directors and officer of the Corporation, the Manager and its staff. Any other person may be admitted only on the invitation of the Chairman of the meeting or with the consent of the meeting.

9. Quorum

A quorum shall be required at any meeting of owners, and no business shall be transacted at any General or Special Meeting unless a quorum is present. A quorum shall consist of at least one-third of the persons entitled to vote present in person or by proxy. If within THIRTY (30) MINUTES after the time appointed for the holding of any meeting of owners a quorum be not present, the meeting shall be terminated.

10. Conduct of Meeting

- (i) At the commencement of an annual meeting and a special general meeting, the President of the Board of Directors shall act as Chairman of the meeting; and if the President is absent, then a Chairman of the meeting shall be elected.
- (ii) The order of business at annual meetings and, as far as practical at all special meetings, shall be:
 - (i) election of a Chairman of the meeting if necessary,
 - (ii) certifying the roll and proxies,
 - (iii) proof of notice of meeting or waiver of notice,
 - (iv) reading and disposal of any unapproved minutes,
 - (v) reports of Officers,
 - (vi) election of Directors if necessary,
 - (vii) unfinished business,

(viii) new business,

(ix) adjournment.

11. Show of Hands Decides Resolution

At any annual or special meeting, a resolution by the vote of the meeting shall be decided on a show of hands unless a poll is demanded by an owner or mortgagee present in person or by proxy, and unless a poll is so demanded, a declaration by the Chairman that a resolution has on the show of hands been carried is conclusive proof of the fact without proof of the number of proportion of votes recorded in favour of or against such resolution. A demand for a poll may be withdrawn.

12. Taking of Poll

A poll, if demanded, shall be taken in such manner as the Chairman thinks fit. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

13. Minutes

Copies of the minutes for all meetings of the Board or all meetings for the owners shall be furnished to the mortgagees, if requested.

(B) Banking Arrangements and Contracts

1. Banking Arrangements

Subject to the provisions of Article VIII (B) (2) hereof, 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, appoint or authorize from time to time and all such banking business or any part thereof shall be transacted on the Corporation's behalf by one or more officers or other persons as the Board may by resolution designate, direct or authorize from time to time, and, to the extent therein provided, including, without restricting the generality of the foregoing, the operation of the Corporation's accounts, the making, signing, drawing, accepting, endorsing, negotiating, lodging, depositing or transferring of any cheques, promissory notes, drafts, acceptances, bills of exchange and orders relating to any property of the Corporation; the execution of any agreement relating to any such bank business and defining the rights and powers of the parties thereto; and authorizing of any officer of such banker to do any act or thing on the Corporation's behalf to facilitate such banking business.

2. Execution of Instruments

Deeds, transfers, assignments, cheques, contracts and obligations on behalf of the Corporation may be signed by the President or a Vice-President who is also a Director together with any other Director. Any contract or obligations within the scope of any Management Agreement entered into by the Corporation may be executed on behalf of the Corporation in accordance with the provisions of such Management Agreement. Notwithstanding any provisions to the contrary contained in the By-laws of the Corporation, the Board may at any time and from time to time direct the manner in which and the person or persons by whom any particular deed, transfer, contract or obligation or any class of deed, transfer, contract or obligation of the Corporation may or shall be signed.

3. Financial Year

Until otherwise ordered by the Board of Directors, the financial year of the Corporation shall end on the 31st day of December in each year or on such other day as the Board of Directors by resolution may determine.

ARTICLE X

NOTICE

(a) Notice by the Corporation

Any notice, communication or other document, including budgets and notices of assessments required to be given or delivered by the

Corporation, shall be sufficiently given if delivered personally to the person to whom it is to be given or if delivered to the address noted in the register, or if mailed by prepaid ordinary mail or air mail in a sealed envelope addressed to him at such address or if sent by any means of wire or wireless or any other form of transmitted or recorded communication, to such address. Any notice, communication or other document to be given by the Corporation to any other person entitled to notice and who is not a member shall be given or delivered to such person in the manner aforesaid to the address shown for him on the register. Such notice, communication or document shall be deemed to have been given when deposited in a post office or public letter box, and a notice sent by any means of wire or wireless or any other form of transmitted or recorded communication shall be deemed to have been given when delivered to the appropriate communication company or agents or its representative for dispatch.

(b) Notice to the Board or Corporation

Any notice, communication or other document to be given to the Board of Directors or Corporation shall be sufficiently given if mailed by prepaid ordinary mail or air mail in a sealed envelope addressed to it at the address for service and mailing of the Corporation set out in the Declaration. Any notice, communication or document so mailed shall be deemed to have been given when deposited in a post office or public letter box.

(c) 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 XI

MISCELLANEOUS

(a) Invalidity

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

(b) Gender

The use of the masculine gender herein 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 required.

(c) Waiver

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

(d) Variation, Alteration and Repeal of By-laws

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

(e) 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.

The By-law is hereby duly made by Carleton Condominium Corporation No. 188

DATED this 19th day of February, 1981.

CARLETON CONDOMINIUM CORPORATION NO. 188

Per: *R. Blaylock*
Authorized Signing Officer

Per: *L. J. Mowbray*
Authorized Signing Officer