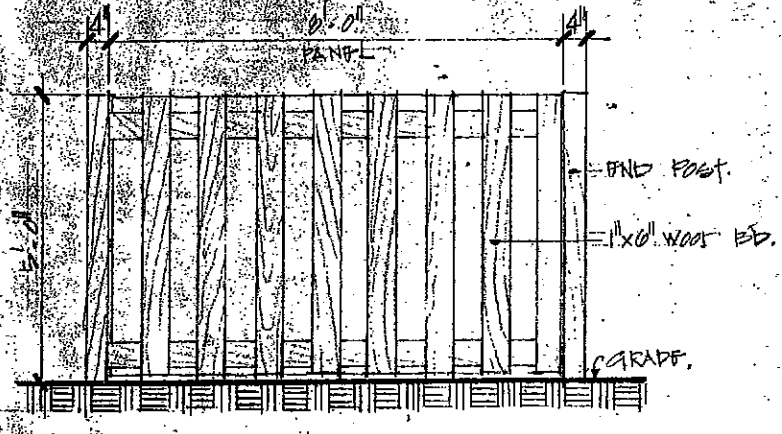


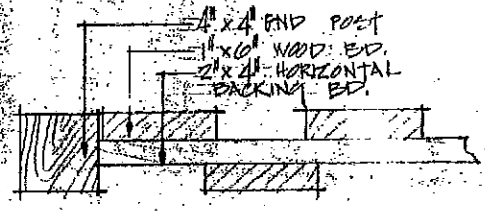
FENCE DETAILS

226



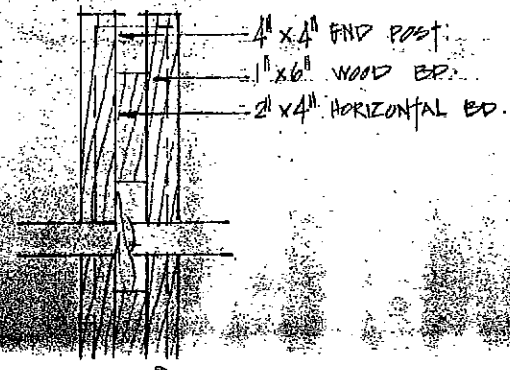
ELEVATION

5/8" = 1'-0"



PLAN

1/2" = 1'-0"



FENCE DETAILS

CONTENTS OF DECLARATION

- | | |
|--|---------------------------------------|
| 1. Statement of Intention | 10. Changes in Unit & Common Elements |
| 2. Consents of Claimants | 11. Substantial Damage |
| 3. Monuments for Description | 12. Insurance Requirements |
| 4. Proportion of Ownership and Common Expenses | 13. Certificates of Insurance |
| 5. Definition of Common Expenses | 14. Liability & Mechanical Insurance |
| 6. Use | 15. Insurance Trustee |
| 7. Obligation to Maintain | 16. Mortgagee's Rights |
| 8. Access to Adjoining Units | 17. Indemnification |
| 9. Expansion of Definition of Unit | 18. Lease for parking purposes |
| | 19. Election of Directors |
| | 20. Address |

CONTENTS OF SCHEDULES TO DECLARATION

- SCHEDULE A - Land Description
- SCHEDULE B - Consents
- SCHEDULE C - Written Description of Condominium Units
- SCHEDULE D - Percentage Ownership of Common Elements & Common Expense Contribution
- SCHEDULE E - Nature of Common Expense

THIS DECLARATION (hereinafter called the "Declaration") is made and executed pursuant to the provisions of The Condominium Act, R.S.O. 1980, Chapter 84, and the regulations made thereunder (all of which are hereinafter referred to as the "Act") by: The Douglas MacDonald Development Corporation.

1. The Declarant intends that the lands described in Schedule "A" on which 78 dwelling units have been built be governed by The Condominium Act, and that the terms used herein have the same meaning as in the Act unless otherwise specified.
2. The consents of persons who have monetary claims against the lands or interests appurtenant to the lands are attached as Schedule "B".
3. The monuments controlling the extent of the units are the vertical planes and physical surfaces mentioned in Schedule "C".
4. Each owner shall have an undivided interest in the common elements as a tenant in common with all other owners and shall contribute to the common expenses in the proportions set out in Schedule "D". The total of the proportions of the common interests shall be one hundred per cent (100%).
5. The common expenses shall be the expenses of the performance of the objects and duties of the Corporation and the expenses listed in Schedule "E".
6. Each unit shall be used for residential purposes only and shall, in no event, be used in such manner as to give rise to an increase in rate or the cancellation or threat of cancellation of any policy of insurance maintained by the Corporation. The Declarant, however, may maintain a construction office, sales office and suites as models for display until such time as the construction is complete and all units have been sold.
7. The Corporation shall repair the common elements after damage and maintain all the common elements. Each owner shall repair his unit after damage and maintain his unit.

8. The Owners of certain units shall have the right to use those portions of the adjoining unit or units designated with the same number as the unit of such owner and the letters "A" or "B", as shown on Part 1, Sheet 2 of the description, for the purpose of access for maintenance and repair to the unit of such owner and the owners of all units shall have the right to use such portion of the roof of the adjoining unit as may be necessary for the purpose of access for maintenance and repair to the roof of such unit, provided however that such owner shall be responsible for any and all damage caused by such use whether of the roof or other portions of the adjoining unit or units and provided further that the owner of any such adjoining unit shall not, by reason of the foregoing, be restricted in any manner in the use or enjoyment of his unit or any part thereof.
9. For the purpose of the duties to repair and maintain, the definition of unit shall extend to all improvements made by the Declarant in accordance with its architectural plans notwithstanding that some of such improvements may be made after registration of this declaration. A complete set of all the original architectural and structural plans and specifications for 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 with the prior consent in writing of the board, shall be maintained in the office of the corporation at all times, for the use of the corporation in rebuilding or repairing any damage to the building, and for the use of any owner.
10. No owner shall make structural changes in or to his unit or instal, plant or erect any hedging, fencing, garden shed or other erection on his unit or maintain, decorate, alter or repair any part of the common elements without the consent of the Board and in giving or refusing its consent, the Board shall have regard to all matters set out in the Rules and Regulations.
11. Within 10 days of a determination by the board that there has been substantial damage to 25% of the buildings, notice of the determination and of a meeting for the purpose of voting for repair shall be given by registered mail or personal delivery to the owners and mortgagees. The meeting shall be held within 30 days of the determination.

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

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

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

Prior to obtaining any policy or policies of insurance under this paragraph 12, or any renewal or renewals thereof, or at such other time as the board may deem advisable, the board shall obtain an appraisal from an independent qualified appraiser, of the full replacement cost of the property, for the purpose of determining the amount of insurance to be effected pursuant to this paragraph 12 and the cost of such appraisal shall be a common expense.

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

- (.01) a waiver of the insurer's option to repair, rebuild or replace in the event that after damage there is no vote to repair and government of the property by the Act is terminated.
- (.02) a waiver of any defence by the insurer based on co-insurance, breach of a statutory condition or invalidity arising from the conduct of, or any act or omission by any insured. A stated amount co-insurance clause is sufficient compliance with the requirements for waiver of a co-insurance provision.
- (.03) a waiver of subrogation against the Corporation, its manager, agents, employees and servants, the owners and any member of the household of an owner.
- (.04) an exclusive right to the Corporation to amend the policy and to adjust and settle claims both on its own behalf and on behalf of the owners. The Corporation may, however, authorize an owner to adjust the loss in regard to a claim arising out of damage to his unit.

(.05) a provision that the policy shall be primary insurance in respect of any other insurance purchased individually by owners.

(.06) a provision that loss is payable to an insurance trustee for any claim over \$10,000.00, otherwise to the condominium corporation.

(.07) a provision that the insurance shall not be cancelled or substantially modified without at least 60 days' notice to the Corporation, the insurance trustee and any mortgagees noted thereon.

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

14. The Corporation shall maintain public liability insurance insuring the liability of the Corporation and the owners from time to time at limits to be determined by the board and shall maintain such special insurance as may be required by the nature of the mechanical systems of the property.

15. The Corporation shall enter into and at all times maintain an insurance trust agreement with a trust company registered under The Loan and Trust Corporations Act, or a Chartered Bank, or in the event such institutions refuse to act, such other institutions authorized to act as an insurance trustee as the owners may approve by by-law. Such agreement shall provide that the trustee shall hold all insurance proceeds in trust and disburse the proceeds in satisfaction of the Corporation's and owners' respective obligations to repair. In the event of termination of the Condominium proceeds are to be disbursed to the owners and their respective mortgagees as their interests may appear.

SCHEDULE "A"

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the CITY OF KANATA, in the REGIONAL MUNICIPALITY OF OTTAWA-CARLETON, and being more particularly described as follows:

FIRSTLY:

Block "E" on Plan M-225 (Township of March) registered in the Land Registry Office No. 4, for the Land Titles Division of Ottawa-Carleton at Ottawa, and being the whole of Parcel E-1, Section M-225,

SUBJECT TO an easement in favour of Ottawa Cablevision Limited as more particularly set out in Instrument No. 185888 as to Part E on Plan 4R-2591;

SUBJECT TO an easement in favour of Ottawa Cablevision Limited as more particularly set out in Instrument No. 332217 over the whole of Block E, on Plan M-225.

SECONDLY:

Parts of Block Ex, on Plan M-225, in the Land Registry Office for the Land Titles Division of Ottawa-Carleton, at Ottawa, which parts are designated as Parts 1 and 2 on a certain reference plan, deposited in the said Land Registry Office as No. 4R-4124, and

being the whole of Parcel Ex-2, in the Registr for Section M-225,

SUBJECT TO an easement in favour of Ottawa Cablevision Limited as more particularly set out in Instrument No. 332217 over the whole of said Parcel Ex-2, being Parts 1 and 2 on Plan 4R-4124.

SCHEDULE "B"

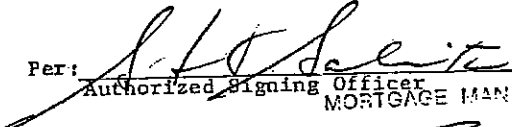
CONSENT UNDER SECTION 3(1)(b) OF THE ACT

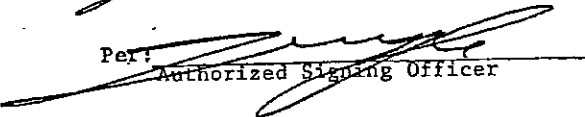
NATIONAL TRUST COMPANY, LIMITED,

having a registered encumbrance within the meaning of clause (b) of section (1) of section 3 of The Condominium Act registered as Number 339098 in the Land Registry Office for the Land Titles Division of Ottawa-Carleton Number 4 hereby consents to the registration of this declaration pursuant to The Condominium Act against the land or interests appurtenant to the land described in the description.

DATED at OTTAWA this 20th day of December, 1983.

NATIONAL TRUST COMPANY, LIMITED

Per: 
Authorized Signing Officer
MORTGAGE MANAGER

Per: 
Authorized Signing Officer

SCHEDULE "C"

UNIT BOUNDARY MONUMENTATION

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

HORIZONTAL BOUNDARIES:

There are no horizontal boundaries.

VERTICAL BOUNDARIES:

- a) Vertical planes and their vertical projections controlled by the ties to the structures and the survey monuments, the location of which are more particularly shown on Part 1, Sheet 1, of the Description.
- b) Vertical planes formed by the centre line of the division wall between units and its vertical projections thereof.
- c) Vertical planes passing along certain exterior faces of the structures and the vertical projections thereof. The above-mentioned exterior faces of the structures are the physical surfaces hereinafter referred to:
 1. The exterior finished surface of the aluminium or brick siding.
 2. The exterior finished surface of soffit and fascia and its upward vertical projection.
 3. The exterior face of the dampproofing on the concrete foundation walls below grade.
 4. The exterior surface of the concrete footing and the exterior surface of any weeping tile and their downward vertical projection.

Notwithstanding the above, the unit shall include any exterior lamps, metering devices, pipes, hose connections, electrical outlets or similar apparatus.

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

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY that the above-noted boundary monumentation schedule corresponds to the unit boundary description reflected in the Cross-sections shown on Part 1, Sheet 1 of the Description.

Nov 23rd, 1983.

H. R. Farley
H.R. Farley, O.L.S.

SCHEDULE "D"

<u>UNIT NUMBER</u>	<u>LEVEL NUMBER</u>	<u>PROPORTION OF COMMON EXPENSES AND CONTRIBUTION OF COMMON EXPENSES IN PERCENTA</u>
1	1	1,282
2	1	1,282
3	1	1,282
4	1	1,282
5	1	1,282
6	1	1,282
7	1	1,282
8	1	1,282
9	1	1,282
10	1	1,282
11	1	1,282
12	1	1,282
13	1	1,282
14	1	1,282
15	1	1,282
16	1	1,282
17	1	1,282
18	1	1,282
19	1	1,282
20	1	1,282
21	1	1,282
22	1	1,282
23	1	1,282
24	1	1,282
25	1	1,282
26	1	1,282
27	1	1,282
28	1	1,282
29	1	1,282
30	1	1,282
31	1	1,282
32	1	1,282
33	1	1,282
34	1	1,282
35	1	1,282
36	1	1,282
37	1	1,282
38	1	1,282
39	1	1,282

UNIT NUMBER	LEVEL NUMBER	PROPORTION OF COMMON EXPENSES AND CONTRIBUTION OF COMMON EXPENSES IN PERCENTAGE
40	1	1.282
41	1	1.282
42	1	1.282
43	1	1.282
44	1	1.282
45	1	1.282
46	1	1.282
47	1	1.282
48	1	1.282
49	1	1.282
50	1	1.282
51	1	1.282
52	1	1.282
53	1	1.282
54	1	1.282
55	1	1.282
56	1	1.282
57	1	1.282
58	1	1.282
59	1	1.282
60	1	1.282
61	1	1.282
62	1	1.282
63	1	1.282
64	1	1.282
65	1	1.282
66	1	1.282
67	1	1.282
68	1	1.282
69	1	1.282
70	1	1.282
71	1	1.282
72	1	1.282
73	1	1.282
74	1	1.282
75	1	1.282
76	1	1.282
77	1	1.282
78	1	1.286
		100%

SCHEDULE "E"

COMMON EXPENSES

(a) All expenses of the Corporation incurred by it in the performance of its objects and duties whether such objects and duties are imposed under the provisions of the Act or of the within Declaration or performed pursuant to any registered by-law of the Corporation, including, without limiting the generality of the foregoing, the cost of borrowing money to carry out the objects and duties of the Corporation and the repayment including principal and interest of debts incurred for the objects and duties of the Corporation, provided, that the borrowing of such money shall have been duly authorized under the terms of the by-laws of the Corporation and the provisions of the Act;

(b) All sums of money payable by the Corporation on account of any and all public and private suppliers of insurance coverage, utilities and services, including, without limiting the generality of the foregoing, monies payable on account of:

- snow removal and landscaping
- insurance premiums and the necessary appraisals
- electricity respecting common elements
- waste disposal (where applicable)
- common elements maintenance
- maintenance materials, tools and supplies for common elements
- water rates

(c) The payment of realty taxes (including local improvement charges) revied against the property until such time as said taxes are levied against each unit;

(d) All sums of money required by the Corporation for the acquisition or retention of real property for the use and enjoyment of the property or for the acquisition, repair, maintenance or replacement of personal property for the use and enjoyment in or about the common elements;

(e) All sums of money paid or payable by the Corporation to any and all persons, firms or companies engaged or retained by the Corporation, its duly authorized agents, servants and employees for the purpose of performing any or all of the duties of the Corporation;

(f) All sums of money paid or payable by the Corporation for legal, engineering, accounting, auditing, expert appraising, advising, maintenance, managerial and secretarial advice and services required by the Corporation in the performance by the Corporation of its objects and duties;

- (g) All sums of money assessed by the Corporation to be set aside in a separate fund (hereinafter called the "Reserve Fund") and to be applied from time to time, in whole or in part, in the absolute discretion of the Corporation to the payment of any expenses the Corporation deems necessary or desirable for the performance of the objects or duties of the Corporation;
- (h) All sums of money paid or payable by the Corporation pursuant to the provisions of Sub-sections 1 and 2 of Section 14 of the Act;
- (i) The fees and disbursements of the Insurance Trustee, if any;
- (j) The cost of obtaining and maintaining fidelity bonds as provided in the By-laws.

DATE.

CARLETON CONDOMINIUM CORPORATION
NO. 226

THE DOUGLAS MACDONALD DEVELOPMENT
CORPORATION

210 Colonnade Road, Nepean, Ontario
K2E 7L5

D E C L A R A T I O N

RADNOFF, PEARL, PEARL & SLOVER
Barristers & Solicitors
100 Gloucester Street
Ottawa, Ontario
K2P 0A4

BSP/sf H 5446 D.M.D.C.

C O N T E N T S O F B Y - L A W N O . 1

1.00	Definitions	6.09	Representatives
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3.01	Board of Directors	6.12	Votes to Govern
3.02	Quorum	7.00	Banking Arrangements, Contracts and Borrowing
3.03	Qualifications	7.01	Banking Arrangements
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3.06	Calling of Meetings	8.00	Financial
3.07	Regular Meetings	9.00	Notice
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4.08	Agents and Attorneys	13.00	Miscellaneous
5.00	Register	13.01	Invalidity
6.00	Meeting of Members	13.02	Gender
6.01	Annual Meeting	13.03	Waiver
6.02	Special Meeting		
6.03	Notices		
6.04	Reports		
6.05	Persons Entitled to be Present		
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6.08	Method of Voting		

BY-LAW NO. 1

A by-law of Carleton Condominium Corporation No. 226 (The "Corporation") is passed as follows:

ARTICLE ONE

DEFINITIONS

1.00 The terms used in this by-law shall have the same meaning as in The Condominium Act and the Declaration unless otherwise specified.

ARTICLE TWO

SEAL

2.00 The seal of the Corporation shall be in the form impressed in the margin beside this paragraph.

ARTICLE THREE

BOARD OF DIRECTORS

3.01 The affairs of the Corporation shall be managed by a board of directors.

3.02 Quorum

The number of directors shall be five (5) of whom three (3) shall constitute a quorum for the transaction of business at any meeting of the board. Notwithstanding vacancies, the remaining directors may exercise all the powers of the board so long as a quorum of the board remains in office.

3.03 Qualifications

Each director shall be eighteen (18) or more years of age but need not be a member of the Corporation.

3.04 Election and Term

Immediately after the passing of this by-law, the Declarant may elect directors who shall hold office until their successors are elected at a meeting of members called after the Declarant ceases to be the registered owner of a majority of the units. At such meeting of members, in accordance with the number of votes cast for each director, three (3) directors shall be elected to hold office until the second annual meeting following the date of their election; two (2) directors shall be elected to hold office until the first annual meeting following the date of their election. Where the board is elected by acclamation, the members at the meeting shall determine the distribution of terms.

Directors may continue to act until removed or until their successors are elected and 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 expiring at the time of the second annual meeting after they have been elected.

3.05 Removal of Directors and Filling of Vacancies

Any director may be removed at a meeting of members called for such purpose by a vote of members who together own a majority of the units and the members may elect a new director for the remainder of the term of the director removed.

If a vacancy in the board occurs, the majority of the remaining members of the board may appoint a replacement for the remainder of the term.

3.06 Calling of Meetings

Meetings of the board shall be held when called by the President or any two directors. Notice of any meeting shall be given to each director either personally not less than forty-eight (48) hours before the time when the meeting is to be held or by ordinary mail not less than five (5) days before the day the meeting is to be held. No notice of a meeting shall be necessary if all the directors are present and consent to the holding of the meeting or if those absent waive notice of or otherwise signify in writing their consent to the holding of the meeting.

3.07 Regular Meetings

The board may appoint a time and a place for regular meetings. A copy of any resolution of the board fixing such time and place shall be sent to each director and no further notice shall be required for any such meetings.

3.08 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 by or on behalf of the Corporation with any director or any firm or corporation 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 or of the fiduciary relationship thereby established provided that the provisions of Article 3.09 are complied with.

3.09 Declaration of Interest

It shall be the duty of every director of the Corporation who is in any way, whether directly or indirectly, interested in a contract or arrangement or proposed contract or arrangement with the Corporation to declare such interest and to refrain from voting in respect thereto, provided, however, that such prohibition against voting shall not apply during such time as the Declarant is represented on the board by a quorum of directors.

3.10 Indemnity of Directors and Officers

Every person who is or was acting as a director or officer of the Corporation shall be indemnified by the Corporation from loss because of:

- (a) any proceeding, including any brought by the Corporation, brought against him in respect of any act, while he is or was a director or officer, whatsoever in relation to the affairs of the Corporation;
- (b) all costs which he properly sustained in relation to the affairs of the Corporation;

except for those losses which result from his dishonesty or fraud, providing:

- (1) The Corporation is advised of any such proceeding or cost forthwith after the director or officer receives notice thereof, and
- (2) The Corporation is given the right to join in the defence of the action.

ARTICLE FOUR

OFFICERS

4.01 Election of President

At the first meeting of the board after each election of directors and at any time a vacancy in the office occurs the board shall elect from among its members a President. Until such elections the then incumbent, if a member of the board, shall hold office.

4.02 Other Elections

The board shall elect a Secretary and may elect one or more Vice-Presidents a Treasurer and such other officers as the board may determine, including one or more assistants to any such officers. The officers so elected may but need not be members of the board. One person may hold more than one office.

4.03 Term of Office

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

4.04 President

The President shall, when present, preside at all meetings of the members and of the board and shall be charged with the general supervision of the business and affairs of the Corporation.

4.05 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 the Vice-Presidents, in order of seniority (as determined by the board), except that a Vice-President who is not qualified to attend the meeting as director or member shall not preside at a meeting of the board or at a meeting of members. A Vice-President shall also perform such duties and exercise such powers as the board may prescribe.

4.06 Secretary

The Secretary shall give or cause to be given all notices required to be given to the members, directors, auditors, mortgagees and all others entitled thereto; he shall attend all meetings of the directors and of the members and 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 be prescribed by the board.

4.07 Treasurer

The Treasurer shall keep or cause to be kept full and accurate books of accounting which shall record all receipts and disbursements of the Corporation and under the direction of the board shall control the deposit of money, the safe-keeping of securities and the disbursement of the funds of the Corporation; he shall render to the board 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 be prescribed by the board.

4.08 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 FIVE

REGISTER

The Corporation shall keep a register which shall record the name and address of the owners and mortgagees of each unit who have notified the Corporation of their respective interests in the property.

ARTICLE SIX

MEETINGS OF MEMBERS

6.01 Annual Meeting

Annual meetings of members shall be held to receive reports, to elect directors, to appoint auditors or accountants and to transact such other business as may be set out in the notice of the meeting.

6.02 Special Meeting

The board shall, upon receipt of a requisition in writing made by members of the Corporation who together own at least 25 per cent of the common elements or upon the request of mortgagees holding mortgages on 25% or more of the units, call and hold a meeting of the members of the Corporation and if the meeting is not called and held within thirty days of receipt of the requisition, any of the requisitionists may call the meeting, and in such case, the meeting shall be held within sixty days of receipt of the requisition.

The board may at any time call a meeting of the members of the Corporation for the transaction of any business, the nature of which shall be specified in the notice calling the meeting.

6.03 Notices

At least ten (10) days written notice of every meeting specifying the place, the date and the hour thereof and the nature of the business to be presented shall be given to each member, and mortgagee entitled to vote and entered on the register twelve (12) days before the date of the meeting.

6.04 Reports

A copy of the Financial Statement and a copy of the Auditors' and/or Accountants' Report shall be furnished to every owner and mortgagee entered on the Register who has requested this be done. A copy of the Minutes of meetings of members and of the board, shall, within thirty (30) days of the date of such meetings be furnished to any mortgagee who has requested this be done.

6.05 Persons Entitled to be Present

The only persons entitled to attend a meeting of members shall be the owners and mortgagees entered on the register and the spouses of such owners, any others entitled to vote thereat, the auditors, accountants, solicitors, directors and officers of the Corporation.

Any other person may be admitted only on the invitation of the Chairman of the meeting or with the consent of the meeting.

6.06 Quorum

At any meeting of members, a quorum shall be constituted when persons entitled to vote and representing not less than thirty-three and one-third per cent (33 1/3%) of the common elements are present in person or represented by proxy. If thirty (30) minutes after the time appointed for the holding of any meeting of members, there is not a quorum, the meeting shall be dissolved and shall stand adjourned to the same time on the corresponding day of the next week, at such place as the board shall determine. Notice of the place, date and hour of the convening of such adjourned meeting shall be given not less than three (3) days prior to the convening of such meeting, and if thirty (30) minutes after convening of such meeting there is not a quorum, those members who are present in person or by proxy and entitled to vote, shall be deemed to be a quorum, and may transact all business which a full quorum might do.

6.07 Right to Vote

At each meeting of members, every member shall be entitled to vote who is entered on the register as an owner or has provided evidence satisfactory to the Chairman of the meeting that he is an owner. A mortgagee (or his proxy) may attend meetings and vote in respect of a unit if in the mortgage he has been empowered to vote and if he has given notice to the Corporation and the unit owner that he intends to exercise his right to vote at least two days before the date of the meeting as specified in the notice calling the meeting. Any dispute over the right to vote shall be resolved by the Chairman of the meeting upon such evidence as he may deem sufficient.

6.08 Method of Voting

At a meeting of members, any question shall be decided by a show of hands unless a poll is demanded by a person entitled to vote and unless a poll is so demanded a declaration by the Chairman that such vote has by the show of hands been carried is prima facie proof of the fact without proof of the number or proportion of votes recorded in favour of or against such question. A demand for a poll may be withdrawn at any time prior to the taking of the poll. Voting for the election of directors, however, shall be by ballot only.

6.09 Representatives

An executor, administrator, committee of a mentally incompetent person, guardian or trustee (and where a corporation acts in such capacity any person duly appointed a proxy for such corporation) upon filing with the Chairman of the meeting sufficient proof of his appointment, shall represent the owner or mortgagee at all meetings of the members of the Corporation 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 Article 6.11 apply.

6.10 Proxies

Every member or mortgagee entitled to vote at meetings of members may appoint a proxy, who need not be a member or mortgagee, to attend and act at the meetings in the same manner, to the same extent and with the same power as if the member or mortgagee were present at the meeting. The instrument appointing a proxy shall be in writing signed by the appointor or his attorney authorized in writing. The instrument appointing a proxy shall be deposited with the Chairman of the meeting before any vote is cast under its authority and the Chairman shall resolve any dispute as to the validity of a proxy so deposited.

6.11 Co-owners

If a unit or a mortgage on a unit is owned by two or more persons, any one of them present or represented by proxy may in the absence of the other or others vote, but if more than one of them is present or represented by proxy, only one vote for the unit may be cast, failing which the purported votes for such unit shall not be counted.

6.12 Votes to Govern

At all meetings of members every question shall, unless otherwise required by The Act or the Declaration or by-laws, be decided by a majority of the votes duly cast on the question.

ARTICLE SEVEN

BANKING ARRANGEMENTS, CONTRACTS & BORROWING

7.01 Banking Arrangements

The banking business of the Corporation shall be transacted with such bank or trust company by such persons and in such manner as the board may designate.

7.02 Execution of Documents

Documents requiring the corporate seal shall be signed by the President or a Vice-President together with the Secretary or any other director, provided the certificates as to payment of common expenses and as to the affairs generally of the Corporation may be signed under seal by any director or officer of the Corporation acting alone.

Any contract or obligation 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.

7.03 Borrowing

The Corporation may borrow such amounts as in the board's discretion are desirable to carry out the objects and duties of the Corporation and secure same by a mortgage or pledge of any asset of the Corporation, provided that each borrowing shall require separate approval by a majority of the unit owners at meeting duly called for the purpose of obtaining such approval.

ARTICLE EIGHT

FINANCIAL

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

ARTICLE NINE

NOTICE

9.01 Method of Giving Notice by the Corporation

Any notice or document 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 delivered to the address noted in the register, or mailed by prepaid ordinary mail to such address. Such notice or document shall be deemed to have been given when it is delivered personally or delivered to the address, provided that if mailed it shall be deemed to have been given when deposited in a post office or public letter box.

9.02 Notice to the Board or Corporation

Any notice or other document to be given to the board 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 of the Corporation registered in the appropriate Land Registry Office. Any notice or document so mailed shall be deemed to have been given when deposited in a post office or public letter box.

9.03 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 its substance shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise founded thereon.

ARTICLE TEN

ASSESSMENT AND COLLECTION OF COMMON EXPENSES

10.01 Duties of the Board

The board shall, at least annually, prepare a budget for the property and determine by estimate the amount of common expenses for the next ensuing fiscal

year or remainder of the current fiscal year as the case may be. The board shall allocate and assess such common expenses, as are set out in the budget for such period among the owners according to the proportion in which the owners are required to contribute to the common expenses in the Declaration and collect such money. In addition, the board shall provide in the annual budget a reserve fund for contingencies working capital, deficits and replacements, which reserve fund shall be an asset of the Corporation. The board shall advise all owners promptly in writing of the amount of common expenses payable by each of them respectively, and shall provide copies of each budget on which such common expenses are based to all owners and mortgagees entered on the register. Financial Statements of the affairs of the Corporation shall be presented at each annual general meeting.

10.02 Owner's Obligations

Each owner shall pay to the Corporation or as it may direct the amount of such assessment in equal monthly payments on the first day of each and every month next following notice of such assessment until such time as a new assessment has been provided to such owner.

10.03 Special Assessments

The board may make special assessments when the board does not have sufficient funds to meet expenditures which have been incurred or which it is anticipated will be incurred. Notice of such special assessment shall include a written statement setting out the reasons for the assessment and the assessment shall be payable by each owner within ten (10) days after the owner has been given notice of assessment or within such further period of time and in such instalments as the board may determine.

10.04 Default in Payment of Assessment

- (a) Arrears of payments required to be made under the provisions of this Article shall bear interest at a rate determined by the board and in default of such determination shall bear interest at the rate of twelve (12%) per annum and shall be compounded monthly until paid.
- (b) In addition to any remedies or liens provided by The Act, if any owner is in default in payment of an assessment levied against him for a period of fifteen (15) days, the board may retain a solicitor on behalf of the Corporation to enforce collection and there shall be added to any amount found due all costs of such solicitor as between a solicitor and his own client and such costs may be collectible against the defaulting owner in the same manner as common expenses.

ARTICLE ELEVEN

DEFAULT

11.01 Notice of Default

The board 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 has requested that such notices be sent to him.

ARTICLE TWELVE

RULES AND REGULATIONS

Members of the Corporation who together own a majority of the units may from time to time make rules or regulations respecting the use of common elements for the purpose of preventing unreasonable interference with the use and enjoyment of the units and common elements.

ARTICLE THIRTEEN

MISCELLANEOUS

13.01 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.

13.02 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.

13.03 Waiver

No provision in this by-law shall be deemed to have been abrogated or waived by reason of any failure to enforce it irrespective of the number of violations or breaches thereof which may occur.

CARLETON CONDOMINIUM CORPORATION NO. 226 hereby enacts the foregoing by-law by the vote of its members which own 100% of the common elements.

DATED at Ottawa, this 3rd day of January, 1984.

CARLETON CONDOMINIUM CORPORATION NO. 226
by its sole member
THE DOUGLAS MACDONALD DEVELOPMENT CORPORATION

Per: _____
Authorized Signing Officer

DATED: January 3rd, 1984.

CARLETON CONDOMINIUM CORPORATION NO. 226

BY - LAW NO. 1

RADNOFF PEARL PEARL & SLOVER
Barristers and Solicitors
100 Gloucester Street
Ottawa, Ontario
K2P 0A4

CARLETON CONDOMINIUM CORPORATION NO. 226

BY-LAW NO. 2

A by-law of Carleton Condominium Corporation No. 226
(The "Corporation") is passed as follows:

The Corporation is hereby authorized to enter into a
Maintenance Agreement with the Consumers' Gas Company Ltd. in the form
as requested by the Consumers' Gas Company Ltd. and as presented to and
approved by the Corporation.

CARLETON CONDOMINIUM CORPORATION NO. 226 hereby enacts
the foregoing by-law by the vote of its members which own 100% of the common
elements.

DATED at Ottawa, this 3rd day of January, 1984.

CARLETON CONDOMINIUM CORPORATION NO. 226
by its sole member
THE DOUGLAS MAGDONALD DEVELOPMENT CORPORATION

PER: _____
Authorized Signing Officer

THIS AGREEMENT made, in quadruplicate, this 24th day of November . 1983

AMONG

CARLETON CONDOMINIUM CORPORATION NO. 226

(hereinafter called the "Corporation"),

OF THE FIRST PART

AND

THE CONSUMERS' GAS COMPANY LTD.,
a Corporation incorporated under the laws of
the Province of Ontario,
(hereinafter called the "Company"),

OF THE SECOND PART

AND

THE DOUGLAS MACDONALD DEVELOPMENT CORPORATION

(hereinafter called the "Developer"),

OF THE THIRD PART

AND

NATIONAL TRUST COMPANY, LIMITED

(hereinafter called the "Mortgagee"),

OF THE FOURTH PART

WHEREAS the Company has constructed gas lines to and on the property more particularly described in Schedule "A" hereto;

AND WHEREAS for the purpose of operating, repairing and maintaining the said lines the Company has requested the right to enter upon the said property;

AND WHEREAS pursuant to The Condominium Act 1980 Statutes of Ontario, as amended, and the Declaration registered in the Office of Land Titles at Ottawa - Carleton No. 4

as Instrument No. 350905 creating the said Corporation, the Corporation is authorized to manage and maintain the said property as defined by the said Act and pursuant to a by-law is authorized to enter into this agreement, which by-law is registered in the said Office of Land Titles.

AND WHEREAS it has been deemed expedient to give to the Company the right to enter upon the said property for the purposes hereafter described;

AND WHEREAS the Developer is now the owner of all the condominium units on the said property;

AND WHEREAS NATIONAL TRUST COMPANY, LIMITED is now the Mortgagee of all the condominium units on the said property.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants herein, the parties hereto agree as follows:

(1) The Company shall have a free, uninterrupted and unobstructed right and licence in perpetuity to enter upon the said property for the purpose of surveying, constructing, laying, using, installing, repairing, inspecting, replacing, removing, renewing, expanding, enlarging, altering/reconstructing, operating and maintaining gas lines in, on and under the said property, together with all necessary appurtenances, works, attachments, apparatus, appliances, markers, fixtures and equipment which the Company may deem necessary or convenient thereto for the purpose of the furnishing of natural and/or manufactured gas to the said property and to any buildings or other sources of outlet from time to time existing upon the said property, together with the right and licence of free uninterrupted and unobstructed access to the said property, buildings and sources of outlet for the Company, its servants, agents, workmen, vehicles, supplies and equipment at all times and for all purposes and things necessary for or incidental to the exercise and enjoyment of the right and licence hereby given but subject likewise to the provisions of this agreement.

(2) The Company will at its expense as soon as reasonably possible after the construction by the Company of a gas line or other exercise of its rights hereunder remove all surplus soil and debris from the said property and restore them to their former state so far as is reasonably practicable.

(3) The Corporation and the Developer agree that before the commencement of any work which may affect the said lines on the said property, they will advise the Company of their intent so to do. The Company agrees that it will attend upon the said property and advise the Corporation or Developer, their agents or servants as the case may be, of the location of the said lines so that the work of the Corporation or Developer can be carried out without injury to the said lines.

(4) The Developer covenants and agrees that it shall be responsible to the Company for any damage to the Company's works caused by the Developer, its servants, agents, workmen or employees.

(5) The Corporation covenants and agrees that it shall be responsible to the Company for any damage to the Company's works caused by the Corporation, its servants, agents, workmen or employees.

(6) The Corporation, Developer and Mortgagee covenant and agree with the Company that should they or any one of them require the Company to relocate its works constructed pursuant hereto or any part thereof, the party or parties so requiring such relocation shall give the Company reasonable notice in writing thereof and shall bear the entire cost of such relocation.

(7) Notwithstanding any rule of law or equity any gas line constructed by the Company hereunder together with all works, appurtenances, attachments, apparatus, appliances, markers, fixtures and equipment shall be deemed to be the property of the Company, even though the same may have been annexed or affixed to the said property. Save and except as the same may be located in any of the said units in which event this shall be the property of the owner from time to time of the unit in which the same is located, unless otherwise agreed.

(8) The Company shall have the absolute right to assign or transfer its rights hereunder in whole or in part and shall not be obligated to give any other party hereto notice of the same.

(9) The Mortgagee in consideration of the sum of TWO DOLLARS (\$2.00) of lawful money of Canada now paid by the Company to the Mortgagee, the receipt whereof is hereby acknowledged, joins herein for the purpose of consenting to this agreement and to the registration of notice of same in the appropriate Land Titles Office.

(10) This agreement shall extend to, be binding upon and enure to the benefit of the respective heirs, executors, administrators, successors and assigns of the parties hereto and whenever the singular or neuter is used it shall, where necessary, be construed as if the plural or feminine or masculine had been used and vice versa, as the case may be.

IN WITNESS WHEREOF the parties hereto have executed this agreement.

~~XXXXXX~~ CARLETON CONDOMINIUM CORPORATION NO. 226

By _____
Authorized Signing Officer (c/s)

Authorized Signing Officer

THE CONSUMERS' GAS COMPANY LTD.

By _____ (c/s)

THE DOUGLAS MACDONALD DEVELOPMENT CORPORATION

By _____
Authorized Signing Officer (c/s)

NATIONAL TRUST COMPANY, LIMITED

By _____

SCHEDULE "A"
to the Agreement dated
the 24th day of November 1983,

between Carleton Condominium Corporation No. 226
and The Douglas MacDonald Development Corporation

and The Consumers' Gas Company Ltd.

ALL the Common Elements and General Index of Carleton Condominium
Corporation No. 226

THE CONDOMINIUM ACT

IN THE MATTER OF the Condominium Act (as amended)
under Sub-section 2 of Section 8a of the said Act

AND IN THE MATTER OF AN Agreement

THEREOF, FROM Carleton Condominium Corporation No. 226, and
The Douglas MacDonald Development Corporation

TO THE CONSUMERS' GAS COMPANY LTD.,

I,
of the City of Ottawa in the
Regional Municipality of Ottawa-Carleton,

MAKE OATH AND SAY AS FOLLOWS:

1. I am the of --Carleton
Condominium Corporation No. 226 named in the above-mentioned
Instrument, and have knowledge of the matters hereinafter sworn.

2. The attached Agreement was authorized by the said Condominium
Corporation under By-law No. 2.

SWORN before me)
at the City of Ottawa)
in the Province of Ontario)
this)
day of 19 83)

A Cmmissioner, etc.

DATED November 24th 19 83

Carleton Condominium Corporation
No. 226

- and -

THE CONSUMERS' GAS COMPANY LTD.

and

The Douglas MacDonald Development
Corporation

MAINTENANCE AGREEMENT

Block E, Plan M-225
City of Kanata
FILE: 6218-405

AIRD & BERLIS
BARRISTERS AND SOLICITORS
15TH FLOOR, YORK CENTRE
145 KING STREET WEST
TORONTO, CANADA M5H 2J3

REVISED BY EJM/MSH
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PWG/11

CARLETON CONDOMINIUM CORPORATION NO. 226

BY-LAW NO. 3

A by-law of Carleton Condominium Corporation No. 226

(The "Corporation") is passed as follows:

The Corporation is hereby authorized to enter into a Maintenance Agreement with the Kanata Hydro-Electric Commission in the form as requested by the Kanata Hydro-Electric Commission, and as presented to and approved by the Corporation.

CARLETON CONDOMINIUM CORPORATION NO. 226 hereby enacts the foregoing by-law by the vote of its members which own 100% of the common elements.

DATED at Ottawa, this 3rd day of January, 1984.

CARLETON CONDOMINIUM CORPORATION NO. 226
by its sole member
THE DOUGLAS MACDONALD DEVELOPMENT CORPORATION

PER: _____
Authorized Signing Officer

THIS AGREEMENT, made in triplicate, this 24th day of November, 1983

B E T W E E N :

CARLETON CONDOMINIUM CORPORATION NO.226

hereinafter called the "Corporation"

OF THE FIRST PART

- and -

Kanata Hydro-Electric Commission

hereinafter called the "Commission"

OF THE SECOND PART

- and -

THE DOUGLAS MACDONALD DEVELOPMENT CORPORATION

hereinafter called the "Developer"

OF THE THIRD PART

- and -

NATIONAL TRUST COMPANY, LIMITED

hereinafter called the "Mortgagee"

OF THE FOURTH PART

WHEREAS the Commission has constructed hydro lines to and on the property more particularly described in Schedule "A" attached hereto;

AND WHEREAS for the purpose of operating, repairing, extending and maintaining the said lines, the Commission has requested the right to enter upon the said property;

AND WHEREAS pursuant to The Condominium Act and the Declaration registered in the Land Registry Office (No. 4) for the Land Titles Division of Ottawa-Carleton at Ottawa as instrument number creating the said Corporation, the Corporation is authorized to manage and maintain the said property as defined by the said Act;

AND WHEREAS it has been deemed expedient to give to the Commission the right to enter upon the said property for the purposes hereafter described;

AND WHEREAS the Developer is now the owner of all of the units included in the said property;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants herein, the parties agree as follows:-

1. The Commission shall have a free, uninterrupted and unobstructed right and licence in perpetuity to enter upon the said property for the purposes of installing, repairing, replacing, operating, expending and maintaining electric power and service wires and conduits in, upon and under the said property, together with all necessary appurtenances thereto all of which is hereinafter referred to as the "facilities", for the purpose of furnishing of hydro electric services, together with the right and licence of free, uninterrupted and unobstructed access for the Commission, its servants, agents, workmen, vehicles, supplies and equipment at all times and for all purposes and things necessary for or incidental to the exercise and enjoyment of the right and licence hereby given but subject likewise to the provisions of this agreement;
2. The Corporation agrees that before commencement of any work on this property which may disturb or affect the said facilities, it will advise the Commission of its intention to do so. The Commission agrees that it will thereupon attend upon the property and advise the Corporation, through its agents or servants thereof, of the location of its facilities so that the work of the Corporation can be carried out without damage or injury to the said facilities;
3. The Commission covenants and agrees with the Corporation and its successors and assigns, that it shall, as far as is possible, replace at its own cost any soil, turf, asphalt or concrete removed in connection with any work done by the Commission, its servants, agents, workmen or employees;
4. The Corporation covenants and agrees with the Commission that it shall be responsible to the Commission for any damage to the Commission's facilities caused by the Corporation and/or its servants, agents, workmen or employees;
5. The Corporation covenants and agrees with the Commission that should it require the Commission to relocate its facilities or any part thereof, the said Corporation shall bear the entire cost of such relocation.
6. The Corporation acknowledges and agrees that the term "extend" shall be so interpreted as to permit the Commission to alter and/or add to its facilities from time to time for the purpose of furnishing of hydroelectric services to properties and/or buildings outside

the limits of the condominium lands, provided, however that the restoration provisions herein shall apply and the Commission shall obtain approval for the location of the extension of its facilities which said approval shall not be unduly withheld.

7. The Developer covenants and agrees that until such time as all construction and maintenance procedures for which it is responsible have been completed and the Developer no longer owns any units or land in the condominium the Developer shall be jointly and severally responsible with the Corporation for all responsibilities and obligations of the Corporation, as set forth in this agreement.

8. AND WHEREAS NATIONAL TRUST COMPANY, LIMITED is now the mortgagee of all the condominium units on the said property. The Mortgagee in consideration of the sum of ONE DOLLAR (\$1.00) of lawful money of Canada, now paid by the Company to the Mortgagee, the receipt whereof is hereby acknowledged, join herein for the purpose of consenting to the provision of this agreement and further consent to the registration of the appropriate notice of this agreement as set out in the Land Titles Act.

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

CARLETON CONDOMINIUM CORPORATION NO. 226

Per: _____
President

Per: _____
Secretary

KANATA HYDRO-ELECTRIC COMMISSION

Per: _____

Per: _____
Authorized Signing Officer

DEVELOPER
THE DOUGLAS MACDONALD DEVELOPMENT CORPORATION

Per: _____
Authorized Signing Officer
NATIONAL TRUST COMPANY, LIMITED

Per: _____
Mortgagee

SCHEDULE "A"

to the agreement dated the 24th day of November, 1983 between Carleton
Condominium Corporation No. 226 and The Kanata Hydro Electric
Commission and The Douglas MacDonald Development Corporation.

ALL the Common Elements and General Index of Carleton Condominium Corporation
No. 226

THE CONDOMINIUM ACT

IN THE MATTER OF The Condominium Act (as amended)
under Subsection 2 of Section 8a of the said Act

AND IN THE MATTER OF AN AGREEMENT

THEREOF, FROM CARLETON CONDOMINIUM CORPORATION NO. 226 and

to Kanata Hydro-Electric Commission

DATED November 24th, 1983

I, _____, of the City of Ottawa, in the Regional Municipality of Ottawa-Carleton, MAKE OATH AND SAY AS FOLLOWS:-

1. I am the President of Carleton Condominium Corporation No. 226 named in the above mentioned Instrument, and have knowledge of the matters hereinafter sworn.
2. The attached agreement was authorized by the said Condominium Corporation under By-Law No. 3.

SWORN BEFORE ME at the City)
of Ottawa, in the Regional)
Municipality of Ottawa-)
Carleton, this day of)
December, 1983.)

A Commissioner, etc.

DATED November 24th. 1983

CARLETON CONDOMINIUM CORPORATION NO. 226

- and -

THE KANATA HYDRO-ELECTRIC COMMISSION

MAINTENANCE AGREEMENT

ADAM, FORBES, SINGER
Suite 905
141 Laurier Ave. W.
Ottawa, Ontario
K1P 5J3