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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 56 dwelling units have been built be governed by The Condominium Act, and that the terms used herein have the same meaning as in the Act unless otherwise specified.
2. The consents of persons who have monetary claims against the lands or interests appurtenant to the lands are attached as Schedule "B".
3. The monuments controlling the extent of the units are the physical surfaces mentioned in Schedule "C".
4. Each owner shall have an undivided interest in the common elements as a tenant in common with all other owners and shall contribute to the common expenses in the proportions set out in Schedule "D". The total of the proportions of the common interests shall be one hundred per cent (100%).
5. The common expenses shall be the expenses of the performance of the objects and duties of the Corporation and the expenses listed in Schedule "E".
6. Each unit shall be used for residential purposes only and shall, in no event, be used in such manner as to give rise to an increase in rate or the cancellation or threat of cancellation of any policy of insurance maintained by the Corporation. The Declarant, however, may maintain a construction office, sales office and suites as models for display until such time as the construction is complete and all units have been sold.
7. The 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 thereto shall be issued as soon as possible to each owner and a duplicate original or certified copy of the policy to each mortgagee; renewal certificates or certificates of new insurance policies shall be furnished to each owner and renewal certificates or certified copies of new insurance policies to each mortgagee not later than ten days before the expiry of any current insurance policy. The master policy for any insurance coverage shall be kept by the corporation in its offices, available for inspection by an owner or mortgagee on reasonable notice to the corporation.

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

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

16. Every mortgagee shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage where such application would prevent application of the insurance proceeds in satisfaction of an obligation to repair.
17. Each owner shall indemnify the Corporation against loss, cost, damage or injury caused to the common elements because of the willful or unlawful act or omission of such owner or any resident of his unit.
18. The Board shall be entitled to enter into a lease or leases of any parking spaces located within the common elements.
19. As soon as practicable after the registration of this declaration, the members may, without notice, elect directors. The Board so elected may, without notice, hold its first meeting provided a quorum of directors is present.
20. Until changed the Corporation's address for service and mailing shall be 210 Colonnade Road, Nepean, Ontario, K2E 7L5.

DATED at Ottawa, Ontario this 22 day of February, 1984.

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

THE DOUGLAS MACDONALD DEVELOPMENT CORPORATION

Per: Robert J. [Signature]
Authorized Signing Officer

SCHEDULE "A"

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the CITY OF GLOUCESTER, in the REGIONAL MUNICIPALITY OF OTTAWA-CARLETON, and being composed of Part of Block A, as shown on Registered Plan M-218, which said part of Block A is shown as Part 2 on a certain Plan filed in the Land Titles Division of Ottawa-Carleton No. 4, as 4R-4264, being the whole of Parcel A-4, in the Register for Section M-218.

SUBJECT TO an easement in favour of Bell Canada as more particularly set out in instrument No. 356286 , over the whole of said Parcel A-4, being Part 2 on Plan 4R-4264.

SCHEDULE "B"

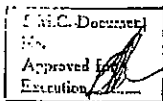
CONSENT UNDER SECTION 3(1)(b) OF THE ACT

having a registered encumbrance within the meaning of clause (b) of section (1) of section 3 of The Condominium Act registered as Number 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 Toronto

this 24th day of February ~~XXXXXXXX~~, 1984.

SCOTIA MORTGAGE CORPORATION



Per: [Signature]
Assistant Vice-President

Per: [Signature]
Assistant Vice-President & Secretary

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 monumentation, the location of which are more particularly shown on Part 1, Sheet 1, of the Description.
- b) Vertical plane 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.

DATED: DEC. 12, 1983


Kenneth G. Murray
Ontario Land Surveyor

SCHEDULE "D"

<u>UNIT NUMBER</u>	<u>LEVEL NUMBER</u>	<u>PROPORTION OF COMMON INTEREST AND CONTRIBUTION OF COMMON EXPENSE IN PERCENTAGES</u>
1	1	1.7857
2	1	1.7857
3	1	1.7857
4	1	1.7857
5	1	1.7857
6	1	1.7857
7	1	1.7857
8	1	1.7857
9	1	1.7857
10	1	1.7857
11	1	1.7857
12	1	1.7857
13	1	1.7857
14	1	1.7857
15	1	1.7857
16	1	1.7857
17	1	1.7857
18	1	1.7857
19	1	1.7857
20	1	1.7857
21	1	1.7857
22	1	1.7857
23	1	1.7857
24	1	1.7857
25	1	1.7857
26	1	1.7857
27	1	1.7857
28	1	1.7857
29	1	1.7857
30	1	1.7857
31	1	1.7857
32	1	1.7857
33	1	1.7857
34	1	1.7857
35	1	1.7857
36	1	1.7857
37	1	1.7857
38	1	1.7857
39	1	1.7857

UNIT NUMBER

LEVEL NUMBER

PROPORTION OF COMMON INTEREST AND
CONTRIBUTION OF COMMON EXPENSE IN
PERCENTAGES

40	1	1.7857
41	1	1.7857
42	1	1.7857
43	1	1.7857
44	1	1.7857
45	1	1.7857
46	1	1.7857
47	1	1.7857
48	1	1.7857
49	1	1.7857
50	1	1.7857
51	1	1.7857
52	1	1.7857
53	1	1.7857
54	1	1.7857
55	1	1.7857
56	1	<u>1.7865</u>
		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) levied 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.

359129


DATED: _____, 1984

CARLETON CONDOMINIUM CORPORATION NO.

REGISTERED INSTRUMENTS
REGISTERED AT THE
OFFICE OF THE REGISTRAR

THE DOUGLAS MACDONALD DEVELOPMENT
CORPORATION

BY: JUN 14 10 3 12



JOHN E. STADEN
SENIOR DEPUTY LAND REGISTRAR, 210 Colonnade Road, Nepean, Ont.

CP. No 233

D E C L A R A T I O N

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

HMP/sf H 5793 D.M.D.C.

THIS AGREEMENT made in duplicate this 15th day of March
19 84 .

BETWEEN:

CARLETON CONDOMINIUM CORPORATION NO. 233

Hereinafter called the "Settlor",
of the FIRST PART,

- and

NATIONAL TRUST COMPANY, LIMITED

Hereinafter called the "Trustee",
of the SECOND PART.

WHEREAS the Settlor has obtained certain policies of insurance, set forth
in Schedule "A" annexed hereto;

AND WHEREAS the Settlor desires to make provision for the expeditious
payment out of the proceeds of such insurance, in the event of damage to
the property as described in the description registered pursuant to The
Condominium Act, R.S.O. 1980, herein called "The Act",

IN CONSIDERATION of the mutual covenants herein contained, it is hereby
mutually agreed by the parties hereto as follows:-

ARTICLE I Definitions

The terms used in this Agreement shall have ascribed to them the definitions
contained in The Act and the Declaration.

ARTICLE II Appointment of Trustee

The Settlor doth hereby appoint the Trustee to act as Trustee pursuant to
the provisions of the declaration and by-laws of the Settlor, copies of
which are submitted herewith to the Trustee.

ARTICLE III Payment by Trustee

All insurance proceeds shall be received by the Trustee and be held by it
in trust and paid in accordance with the following terms and conditions:

1. In the event of:

- (a) Damage to the buildings, if the Trustee receives a certificate
duly executed by the President (or Vice-President) and the
Secretary of the Settlor, certifying:

(i) that the board has determined that less than 25% of the buildings has been substantially damaged, or

(ii) that the board has determined that 25% or more of the buildings has been substantially damaged, and that owners who own 80% of the units have not voted for termination within sixty (60) days of such determination by the board,

or (b) Damage to the property, excluding the buildings and the units, The Trustee shall disburse the proceeds of all insurance in its hands and arising out of such damage, toward the cost of repairing such damage, from time to time, as the repairs of such damage progress, upon the written request of the Settlor accompanied by the following:

(i) A certificate signed by the President (or the Vice-President) and the Secretary of the Settlor dated not more than thirty (30) days prior to such request and counter-signed by the Architect or Engineer, if any, employed by the Settlor in connection with such repairs, setting forth the following:

(a) That the sum then requested either has been paid by the Settlor or is justly due to contractors, sub-contractors, materialmen, engineers, architects or other persons who have rendered services or furnished materials for repairs therein specified the name and addresses of such persons, a brief description of such services and materials, the several amounts so paid or due to each of said persons in respect thereto, that no part of such expenditures has been or is being made the basis of any previous or then pending request for the payment of insurance proceeds then held by the Trustee, or has theretofore been paid out of such insurance proceeds, and that the sum then requested does not exceed the value of the services and materials described in such certificate;

(b) That except for the amount, if any, stated in such certificate to be due for services or materials, there is no outstanding indebtedness known to the Settlor, after due enquiry, which is then due for labour, wages, materials, supplies or services in connection with such repairs which if unpaid might become the basis of a mechanics' lien, by reason of such repair, to the building or any part thereof.

(11) An opinion of a Solicitor, acting for the Settlor or other evidence reasonably satisfactory to the Trustee to the effect that there has not been filed with respect to the building or the property, or any part thereof, any mechanics' lien which has not been discharged except such as will be discharged by payment of the amount then requested.

2. Any balance of proceeds of insurance remaining in the Trustee's hands after payment in full of the cost of the repairs of the buildings as aforesaid, shall be paid over by the Trustee to the Settlor.

3. If, upon the receipt of any certificate referred to in paragraph 1 of this Article the Trustee shall not have sufficient funds to pay the amount due and owing as set out therein, the Settlor shall be so notified by the Trustee, and the Settlor shall further notify, in writing, the Trustee, as to which of the persons or companies set forth in the said certificate are to be paid by the Trustee.

4. The Trustee shall not be under any duty to enquire as to the correctness of any amounts received by it on account of the proceeds of any insurance, nor shall it be under any obligation to take any steps to enforce the payment thereof to it.

ARTICLE IV Deficiency of Insurance Proceeds

The Settlor shall be promptly notified of any proceeds of insurance deposited with the Trustee on behalf of the Settlor, and the Trustee shall be under no obligation to make any payment specified in this Agreement except out of the proceeds of insurance held in trust for the Settlor.

ARTICLE V Liability and Indemnification of Trustee

1. The Trustee shall have no duties except those which are expressly set forth in this Agreement and shall in no way be responsible or liable for any loss, costs or damages which may result from anything done or omitted to be done by such Trustee, hereunder, except in the case of negligence or bad

faith, the Trustee shall be protected in acting upon any certificate, statement, request, consent, agreement or other instrument whatsoever, not only as to its due execution and validity and the effectiveness of its provisions, but also as to the truth and accuracy of any information therein contained, which it shall, in good faith, believe to be genuine, and to have been signed and presented by the proper person or persons. It shall have no responsibility with respect to any cheques deposited with it hereunder except the usual responsibilities of collecting bank and it shall have no responsibility with respect to the application of any funds paid by it pursuant to the provisions of this Agreement.

2. The Settlor shall reimburse the Trustee for all expenses incurred by it in connection with its duties under this Agreement and shall indemnify it and save it harmless against any and all liabilities, costs and expenses including legal fees, for anything done or omitted to be done by it in the performance of this Agreement, except as a result of negligence or bad faith.

3. The Trustee may become mortgagee of any or all units together with such other interests as may be attached to the ownership of such units and may enforce any covenants contained in its mortgage relating thereto, notwithstanding that such enforcement may be in conflict with the Trustee's duties hereunder.

ARTICLE VI Termination of Condominium

Notwithstanding anything to the contrary herein contained where a notice of termination is registered in accordance with the provisions of the Act, the Settlor shall forthwith notify the Trustee, in writing, of such registration, and upon receipt of such notice the Trustee shall pay any insurance proceeds then in its hands to the owners and any mortgagees with respect to the units of such owners, in the proportion of each owner's common interest, and in satisfaction of any liens registered by the Settlor against such unit in accordance with the priorities thereof.

ARTICLE VII Termination of Agreement

1. Notwithstanding Article VIII, at any time hereafter the Settlor shall have the unrestricted right to terminate this Agreement by 30 days written notice to the Trustee, upon delivery to the Trustee of a duplicate original agreement between the Settlor and a Trust Company registered under The Loan and Trust Corporations Act or a Chartered Bank, or such corporation as the Settlor in its discretion may deem advisable in the event that the Settlor is unable to enter into such agreement with such Trust Company, or such Chartered Bank by reason of their refusal to act, pursuant to which such other Trust Company or Chartered Bank or corporation shall assume such duties as Trustee, in the place of the Trustee herein. Following such termination, upon payment to the Trustee herein of all fees and charges due to the Trustee hereunder, the Trustee herein shall turn over all sums deposited with it, remaining in its hands, to such new Trustee, and thereupon its obligations hereunder shall cease.

2. The Trustee may at any time resign from its duties hereunder by giving to the Settlor not less than thirty (30) days notice in writing thereof and its obligations hereunder (except for the payment of any sums remaining in its hands to a successor Trustee, as hereinafter provided) shall cease. Following such resignation, upon payment to the Trustee of all fees and charges due to it hereunder and upon delivery to it of a duplicate original agreement between the Settlor and another Trust Company registered under The Loan and Trust Corporations Act or a Chartered Bank, or such corporation as the Settlor in its discretion may deem advisable in the event that the Settlor is unable to enter into such agreement with such Trust Company, or such Chartered Bank by reason of their refusal to act, pursuant to which such other Trust Company or Chartered Bank or corporation shall assume such duties as Trustee in the place of the Trustee herein, the Trustee herein shall turn over all sums deposited with it, remaining in its hands, to such new Trustee, and thereupon its obligations hereunder shall cease.

ARTICLE VIII Modification or Amendment of Agreement Declaration and By-laws and Rights of Third Parties

1. This Agreement shall not be modified or amended without the consent of the parties hereto and any mortgagee holding first mortgages on more than 50% of the units. Any amendments to the declaration or by-laws shall be communicated to the Trustee by the Settlor.
2. Upon being advised of damage to the buildings or upon receipt of any monies in accordance with the terms of this Agreement, the Trustee shall notify all mortgagees shown on the Settlor's register. The Settlor shall deliver forthwith to the Trustee upon request in writing, a copy of the Settlor's register and the Trustee shall be entitled to rely upon such register for the accuracy of the information set forth therein.
3. Certain provisions of this Agreement are for the benefit of the mortgagees of the units and all such provisions are covenants for the benefit of any mortgagee shown on the Settlor's register and may be enforced by such mortgagee.

ARTICLE IX Address for Service

Any certificate, declaration or notice in writing given to the Settlor, pursuant to this Agreement, shall be sufficiently given if mailed by prepaid registered post to the Settlor at: 210 Colonnade Road,
Nepean, Ontario.
K2E 7L5.

Any certificate, declaration or notice in writing given to the Trustee pursuant to this Agreement shall be sufficiently given if mailed by prepaid registered post to the Trustee at: 99 Bank Street
Ottawa, Ontario
K1P 6B9

Such certificate, declaration, and notices in writing shall be deemed to have been received on the business day next following the date of such mailing.

ARTICLE X Remuneration of Trustee

The Settlor shall pay the Trustee's reasonable fees and expenses. The Trustee shall be entitled to deduct such fees and expenses from the insurance proceeds received by it.

ARTICLE XI Assignment of Agreement

This Agreement shall be binding upon and enure to the benefit of the parties hereto, and their respective successor and assigns, and this Agreement shall not be assignable by the Trustee without the prior written consent of the Settlor.

ARTICLE XII Acceptance of Trust

The Trustee hereby accepts the trust herein set forth.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

CARLETON CONDOMINIUM CORPORATION NO. 233

Per: Ray Tamm
President

Per: Cheryl Lick
Secretary

NATIONAL TRUST COMPANY, LIMITED

Per: [Signature]

Per: [Signature]

DATED: March 15th , 1984

CARLETON CONDOMINIUM
CORPORATION NO. 233

- and -

NATIONAL TRUST COMPANY, LIMITED

A G R E E M E N T

Radnoff, Pearl, Pearl & Slover,
Barristers and Solicitors,
100 Gloucester Street,
Ottawa, Ontario.
K1P 0A4.

HWP/sf H-5793 D.M.D.C.

Schedule "A"

CARLETON CONDOMINIUM CORPORATION NO. 233

BY-LAW NO. 5

BE IT ENACTED as By-Law No. 5 of CARLETON CONDOMINIUM CORPORATION NO. 233 (hereinafter referred to as the "Corporation") as follows:

ARTICLE I
DEFINITIONS

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

ARTICLE II
MEETINGS OF OWNERS

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

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

- (3) Representatives: An executor, administrator, committee of a mentally incompetent person, guardian or trustee (and where a corporation acts in such capacity, any person duly appointed as proxy for such corporation), upon filing with the Chairperson sufficient proof of his/her appointment, shall represent the owner or a mortgagee at meetings of the owners, and may vote in the same manner and to the same extent as such owner.

(4) Voting:

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

(5) Chairperson:

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

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

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

ARTICLE III BOARD OF DIRECTORS

(1) Number and Quorum: The Corporation shall have a Board of five (5) Directors. A quorum for the transaction of business at a meeting of the Board shall be three (3) Directors.

(2) Qualifications:

- (a) In addition to the qualifications for Directors which are set out in the Act, every Director shall be either an owner, the spouse of an owner, or the nominee of a limited company which is an owner or co-owner.
- (b) If a unit has more than one owner, only one of those owners may be a member of the Board at any time.
- (c) A person immediately ceases to be a Director if the person fails to attend three consecutive Board Meetings without providing an excuse which is reasonably satisfactory to the Board.

- (d) A person immediately ceases to be a Director if the person is an owner and any contributions payable in respect of the owner's unit have been in arrears for 30 days.

(3) Election and Term:

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

<u>Number of Directors</u>	<u>Year of Expiration of Term</u>
2	2004
3	2005

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

(4) Calling of Meetings:

- (a) Board meetings may be called by resolution of the Board. In such cases, the Secretary or another person designated by the Board shall give notice of the meeting in accordance with sub-paragraph (c) hereof.
- (b) Board meetings may also be called by any two Directors. In such cases, the notice shall be signed by each of the two Directors and one of the two Directors shall give notice of the meeting in accordance with sub-paragraph (c) hereof.
- (c) Written notice of Board meetings shall be given to all Directors at least 48 hours before the meeting. Any such Notice may be given in accordance with Article VII of this by-law.
- (d) A meeting of the Directors may be held by teleconference or another form of communications system that allows the Directors to participate concurrently, provided all Directors of the Corporation consent to the means used for holding the meeting.
- (e) The Board may appoint a day or days in any month or months for regular meetings at a place and hour to be named. A copy of any resolution of the Board fixing a place and time for such regular meetings shall be sent to each Director, but no other notice shall be required for any such meeting.
- (f) No notice of a meeting shall be necessary if all the Directors are present and consent to the holding of such meeting or if those absent have waived notice of or otherwise signified in writing their consent to the holding of such meeting.

(5) Indemnification of Directors: Every Director and every Officer of the Corporation and the person's heirs, executors, administrators, estate trustees and other legal personal representatives shall from time to time be indemnified and saved harmless by the Corporation from and against:

- (a) any liability and all costs, charges and expenses that the Director or Officer sustains or incurs in respect of any action, suit or proceeding that is proposed or

commenced against the person for or in respect of anything that the person has done, omitted to do or permitted in respect of the execution of the duties of office; and

- (b) all other costs, charges and expenses that the person sustains or incurs in respect of the affairs of the Corporation.

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

ARTICLE IV OFFICERS

- (1) Elected Officers: At the first meeting of the Board after each election of Directors, the Board shall elect from among its members a President. In default of such election the then incumbent, if a member of the Board, shall hold office until his/her successor is elected.
- (2) Appointed Officers: From time to time the Board shall appoint a Secretary, a Vice-President, a Treasurer and such other Officers as the Board may determine, including one or more assistants to any of the Officers so appointed. The Officers so appointed may, but need not, be members of the Board. One person may hold more than one office and if the same person holds both the office of Secretary and the office of Treasurer he/she may be known as Secretary-Treasurer.
- (3) Term of Office: In the absence of written agreement to the contrary, the Board may remove at its pleasure, and replace, any Officer of the Corporation.
- (4) President: The President shall, when present, preside at all meetings of the Board and shall be charged with the general supervision of the business and affairs of the Corporation.
- (5) Vice-President: During the absence of the President his/her duties may be performed and his/her powers may be exercised by the Vice-President.
- (6) Secretary: Subject to this by-law and subject to any resolution of the Board, the Secretary shall give or cause to be given all notices required to be given to the Directors, auditors, mortgagees and all others entitled thereto; he/she shall use his/her best efforts to attend all meetings of the Directors and of the owners and shall enter or cause to be entered in books kept for that purpose minutes of all proceedings at such meetings; he/she shall be the custodian of the seal of the Corporation as well as all books, papers, records, documents and other instruments belonging to the Corporation and he/she shall perform such other duties as may from time to time be prescribed by the Board.
- (7) Treasurer: The Treasurer shall keep or cause to be kept full and accurate books of account in which shall be recorded all receipts and disbursements of the Corporation and under the direction of the Board shall control the deposit of money, the safekeeping of securities and the disbursements of the funds of the Corporation; he/she shall render to the Board at the meeting thereof or whenever required of him/her an account of all of his/her transactions as Treasurer and of the financial position of the Corporation and he/she shall perform such other duties as may from time to time be prescribed by the Board.
- (8) Variation of Duties: From time to time, the Board may, by resolution, vary, add to, or limit the powers and duties of any Officer or Officers, including any of the duties described in this by-law.
- (9) Compensation: Compensation of all Officers and employees of the Corporation shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Corporation nor preclude any Director entering into a contract with the Corporation for the management of the Corporation.

**ARTICLE V
BANKING ARRANGEMENTS & EXECUTION OF DOCUMENTS**

- (10) Banking Arrangements: The banking business of the Corporation or any part thereof shall be transacted with such bank or trust company as the Board may by resolution designate from time to time and all such banking business or any part thereof shall be transacted on the Corporation's behalf by such one or more Officers or other persons as the Board may by resolution designate.
- (11) Execution of Instruments: Deeds, transfers, assignments, contracts and obligations on behalf of the Corporation may be signed by any two Directors. However, the Board may at any time and from time to time, by resolution, direct the manner in which and the person or persons by whom any particular deed, transfer, contract or other document or any class of deeds, transfers, contracts or documents of the Corporation may or shall be signed.

**ARTICLE VI
FINANCIAL YEAR**

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

**ARTICLE VII
NOTICE**

- (1) Board Meetings: Notices of Board meetings shall be given in the manner set out in the Act.
- (2) Owner's Meetings: Notices of Owner's meetings shall be given in the manner set out in the Act.
- (3) Other Notices by the Corporation: Subject to the Act, any other notice, communication or document required to be given or delivered by the Corporation shall be sufficiently given by delivering it personally, or delivering it to the address noted for the addressee in the record of names and addresses kept by the Corporation in accordance with the Act, or by sending it by ordinary mail, courier delivery, facsimile transmission or electronic communication addressed to the addressee at the latest address shown in the records of the Corporation for the addressee.
- (4) Notice to the Board or Corporation: Subject to the Act, any notice, communication or document to be given to the Board or the Corporation shall be sufficiently given if sent by ordinary mail addressed to it at the address for service of the Corporation set out in the records of the Corporation.
- (5) When Notice Effective: Any notice delivered by mail shall be deemed to be received and effective on the date it is deposited in a post office or public letter box. All other notices shall be effective on the date they are sent.
- (6) Omissions and Errors: The accidental omission to give any notice to anyone entitled thereto or the non-receipt of such notice or any error in any notice not affecting the substance thereof shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise founded thereon.

ARTICLE VIII
ASSESSMENT AND COLLECTION OF COMMON EXPENSES

- (1) Duties of the Board: The Board shall from time to time, and at least annually, prepare a budget for the property and determine by estimate the amount of common expenses for the next ensuing fiscal year, or remainder of the current fiscal year, as the case may be. The Board shall allocate and assess such common expenses as set out in the budget for such period among the owners, according to the proportions in which they are required to contribute to the common expenses as set forth in the Declaration. The Board shall advise all owners promptly in writing of the amount of common expenses payable by each of them respectively determined as aforesaid, and shall deliver copies of each budget on which common expenses are based to all owners entered in the record kept pursuant to the Act.
- (2) Duties of the Owners: Each owner shall be obligated to pay to the Corporation, or as it may direct, the amount of such assessment as follows:
 - (a) The owner's monthly common expenses shall be paid in advance on the first day of each and every month next following delivery of such assessment until such time as a new assessment shall have been delivered to such owner.
 - (b) Prior to the commencement of each fiscal year of the Corporation, each owner shall furnish to the Corporation a set of twelve post-dated cheques, or shall arrange for pre-authorized payments, on a system run by the Corporation, if the Corporation offers this service, covering the standard monthly payments due by the owner during the fiscal year on account of common expenses, or in order to facilitate collection shall pay the monthly payments in such other manner as may be directed by the Corporation.
- (3) Special Assessments: The Board may make special assessments when the Board does not have sufficient funds to meet expenditures which have been incurred or which it is anticipated will be incurred. Notice of any such special assessment shall include a written statement setting out the reasons for the assessment and the assessment shall be payable by each owner within ten (10) days after the owner has been given notice of the assessment or within such further period of time and in such instalments as the Board may determine.
- (4) Default:
 - (a) Arrears of any payments required to be made to the Corporation under the provisions of this Article or under the provisions of the Act shall bear interest at the rate of twelve percent (12%) per annum and shall be compounded monthly until paid. For each late payment or non-payment of common expenses (whether related to a monthly payment or a special assessment), there shall be added to the amount owing with respect to the particular unit an administration fee of \$25.00, or such other amount as may be determined by resolution of the Board.
 - (b) In addition to any remedies or liens provided by the Act, if any owner is in default in payment of any assessment levied against him/her, the Board may retain a solicitor on behalf of the Corporation to enforce collection and there shall be added to any amount found due all costs of such solicitor as between a solicitor and his/her own client and such costs shall be collectible against the defaulting owner in the same manner as common expenses.
 - (c) All payments upon account of common expense arrears shall be first applied to the arrears which were first due with respect to the particular unit.

**ARTICLE IX
POWERS OF THE CORPORATION**

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

- (1) to settle, adjust, compromise or refer to arbitration any claim or claims which may be made upon or which may be asserted on behalf of the Corporation;
- (2) to borrow such amounts as in its discretion are necessary or desirable in order to fulfill the objects and duties of the Corporation, and to secure any such loan by mortgage, pledge or charge of any asset owned by the Corporation, and to add the repayment of such loan to the common expenses, subject to approval of each such borrowing or loan by a majority of the unit owners at a meeting duly called for the purpose if the expenditure is not listed in the Corporation's budget for the current fiscal year.
- (3) to retain and hold any securities or other property, whether real or personal, which shall be received by the Corporation;
- (4) to lease any part or parts of the common elements, or grant a licence or easement over any part or parts of the common elements, except such over which any owner has the exclusive use;
- (5) to employ a manager, and such other persons as the Board considers advisable, on terms acceptable to the Board, to assist the Corporation in the fulfilment of its objects and duties;
- (6) to appoint committees comprised of such persons (not necessarily owners) as the Board may from time to time determine, to carry out such tasks or functions as may be determined by the Board;
- (7) to obtain and maintain fidelity bonds, where obtainable, for Directors, Officers, any manager and any employees of the Corporation handling or responsible for the Corporation's moneys or securities. The premiums on any such bonds shall be paid by the Corporation.

**ARTICLE X
USE OF COMMON ELEMENTS BY NON-RESIDENTS**

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

**ARTICLE XI
INDEMNIFICATION BY OWNERS**

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

**ARTICLE XII
UNIT INSPECTIONS**

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

- (1) Entry: The Corporation may enter any unit, upon reasonable notice, in order to carry out the objects and duties of the Corporation. Note, however, that in the case of an emergency it may be reasonable for the Corporation to gain immediate access to a unit (i.e., without notice).
- (2) Regular Inspections: The Corporation also conducts "regular inspections" as follows:
 - (a) The Corporation may conduct scheduled inspections and maintenance at pre-determined intervals each year. These inspections may be conducted for the following purposes:
 - (i) Assessment of the condition of components of the common elements or other conditions which may affect the common elements or other units;
 - (ii) Visual review of any condition which might violate the provisions of the *Condominium Act, 1998* or the Corporation's Declaration, By-laws and Rules;
- (3) Unacceptable Conditions: If, upon entry to a unit, the Corporation discovers any condition which contravenes the Act or the Corporation's Declaration, By-laws or Rules, the Corporation may:
 - (a) Take steps to remedy the condition at the expense of the owner of the unit;
 - (b) Give notice of the condition to the owner of the unit;
 - (c) Take such other steps as the Board of Directors deems appropriate;
 - (d) All costs incurred by the Corporation in relation to such inspection and in ensuring that any unacceptable condition is rectified shall be added to the owner's common expenses and collected as such.

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

**ARTICLE XIII
NOTICE TO CORPORATION OF DEFECTS, SYMPTOMS OR ACCIDENTS**

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

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

ARTICLE XIV
REPEAL OF BY-LAW NO. 1

By-Law Nos. 1 of the Corporation are hereby repealed.


ARTICLE XV
MISCELLANEOUS

- (1) Invalidity: The invalidity of any part of this by-law shall not impair or affect in any manner the validity and enforceability or effect of the balance thereof.
- (2) Waiver: No restriction, condition, obligation or provision contained in this by-law shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.
- (3) Headings: The headings in the body of this by-law form no part thereof but shall be deemed to be inserted for convenience of reference only.
- (4) Alterations: This by-law or any part thereof may be varied, altered or repealed by a by-law passed in accordance with the provisions of the Act, and the Declaration.

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

DATED this 26th day of February, 2003.

CARLETON CONDOMINIUM CORPORATION NO. 233



Print Name: Ronald D. Viner
Print Title:

I have authority to bind the Corporation.

Version 8 -- October 2002

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Schedule "A"

CARLETON CONDOMINIUM CORPORATION NO. 233

BY-LAW NO. 6

BE IT ENACTED as By-Law No. 6 (being a by-law respecting Directors' and Officers' Liability Insurance) of CARLETON CONDOMINIUM CORPORATION NO. 233 (referred to as the "Corporation") as follows:

Article I
DEFINITIONS

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

Article II
DIRECTORS' AND OFFICERS' LIABILITY INSURANCE

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

- (a) The policy shall provide for coverage on a full claims-made basis, (covering any claims made during the term of the policy arising out of any "wrongful act" since the registration of the Corporation on March 14, 1984). The policy shall therefore provide insurance protection for the actions of all past and present Directors and Officers of the Corporation;
- (b) The policy shall provide coverage on identical terms to all past and present Directors and Officers of the Corporation and they all shall be insureds under the policy. Without limiting the generality of the foregoing, the policy shall contain no exclusions which apply only to certain past or present Directors and Officers of the Corporation, and therefore not to all past or present Directors of the Corporation;
- (c) The Corporation shall be an insured under the policy, and the coverage shall extend to any claims under the policy for which the Corporation may be required to afford indemnity under the provisions of the Act and/or the Corporation's by-laws;
- (d) The policy shall not specifically exclude coverage for claims asserted by the Corporation;
- (e) A copy of this by-law shall be provided to the Directors' and Officers' Liability Insurer and shall be attached to any application for Directors' and Officers' Liability Insurance;

The Corporation's manager, if any, may be included as an additional insured under the policy.

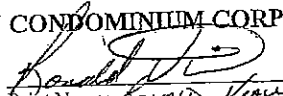
MISCELLANEOUS

- (2) 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.
- (3) Waiver: No restrictions, conditions, obligations or provisions contained in this by-law shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.
- (4) Headings: The headings in the body of this by-law form no part thereof but shall be deemed to be inserted for convenience of reference only.
- (5) Alterations: This by-law or any part thereof may be varied, altered or repealed by a by-law passed in accordance with the provisions of the Act, and the Declaration.

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

DATED this 26th day of February, 2003.

CARLETON CONDOMINIUM CORPORATION NO. 233


Print Name: *Ronald Vinu*
Print Title:

I have authority to bind the Corporation

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This document was prepared by Nelligan O'Brien Payne LLP for CCC #233 based on a thorough review of all relevant documentation and the specific circumstances of this condominium. This document may not be appropriate for another condominium.
Please note: The form from which this document was prepared is regularly revised and updated.

Schedule "A"

CARLETON CONDOMINIUM CORPORATION NO. 233

BY-LAW NO. 7

BE IT ENACTED as By-Law No. 7 (being a by-law respecting insurance deductibles) of Carleton Condominium Corporation No. 233 (hereinafter referred to as the "Corporation") as follows:

**Article I
DEFINITIONS**

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

**Article II
SECTION 105(3) OF THE ACT**

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

**Article III
INSURANCE DEDUCTIBLES**

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

- (5) Each owner shall obtain and maintain insurance, including personal liability insurance, covering the owners' risks as set forth in this by-law.
- (6) The Corporation shall promptly provide written notice of any change in the deductible related to the Master Policy to all owners.

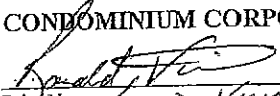
**Article IV
MISCELLANEOUS**

- (1) Invalidity: The invalidity of any part of this by-law shall not impair or affect in any manner the validity and enforceability or effect of the balance hereof.
- (2) Waiver: No restriction, condition, obligation or provision contained in this by-law shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.
- (3) Headings: The headings in the body of this by-law form no part thereof but shall be deemed to be inserted for convenience of reference only.
- (4) Alterations: This by-law or any part thereof may be varied, altered or repealed by a by-law passed in accordance with the provisions of the Act, and the Declaration.

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

DATED this 26th day of February, 2003.

CARLETON CONDOMINIUM CORPORATION NO. 233


Print Name: Ronald Vian
Print Title:

I have authority to bind the Corporation

Version 5 - March, 2002

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Schedule "A"

CARLETON CONDOMINIUM CORPORATION NO. 233

BY-LAW NO. 8

WHEREAS Carleton Condominium Corporation No. 8 and a majority of its owners wish to establish an expeditious cost-effective procedure for achieving fair and equitable resolutions to certain disputes;

BE IT ENACTED as By-Law No. 8 (being a by-law respecting dispute resolution procedures) of Carleton Condominium Corporation No. 233 (hereinafter referred to as the "Corporation") as follows:

**ARTICLE I
DEFINITIONS**

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

**ARTICLE II
APPLICATION OF THESE PROCEDURES**

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

**ARTICLE III
MEDIATION PROCEDURES**

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

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

4. **Mediation Deemed to Fail:** If the parties are unable to agree upon a mediator or otherwise fail to appoint a mediator, the mediation will be deemed to have failed sixty (60) days after the Notice of Dispute was delivered, or such earlier date as the parties may agree.

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

ARTICLE IV ARBITRATION PROCEDURES

1. **Failed Mediation:** If the mediation is deemed to have failed according to Article III paragraph 4, the dispute shall be submitted to arbitration sixty (60) days after the Notice of Dispute was delivered. If the Mediator's Report indicates that the mediation failed, the

dispute shall be submitted to arbitration within thirty (30) days after the Mediator's Report was delivered.

2. **Notice of Arbitration:** Any party to the dispute may submit the dispute to arbitration in accordance with this by-law by delivering to all other parties a Notice of Arbitration requiring the appointment of an arbitrator as described in paragraph 4 below.
3. **Application of the *Arbitrations Act, 1991*:** The provisions of the *Arbitrations Act, 1991*, as amended, or any successor legislation, shall apply to the arbitration except where a provision of this by-law provides otherwise.
4. **Selection of Arbitrator:** The parties shall agree upon an arbitrator within seven (7) days of the delivery of the Notice of Arbitration.

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

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

5. **Time and Place for Arbitration:** The arbitrator shall set the date, time and place for the arbitration hearing after consultation with the parties. The arbitration hearing shall be scheduled for the earliest date which is reasonably suitable to all parties.
6. **Arbitration Brief:** Each party shall deliver to the other parties and to the arbitrator no later than five (5) days prior to the date of the arbitration hearing, written statements setting out the issues in dispute, the party's position on each issue, and the relief sought.
7. **Required Disclosure:** The parties shall exchange all documents on which they will rely at the arbitration no later than seven (7) days prior to the arbitration hearing. Documents not produced within that time frame may only be used at the arbitration hearing with the leave of the arbitrator.
8. **Procedural Matters:** The parties agree that the arbitrator shall rule on all procedural matters arising before the arbitration hearing date. All such matters shall be submitted to the arbitrator in writing. The arbitrator shall provide a brief written award within three (3) days of the receipt of the parties' submissions. No hearing on these matters shall be permitted, unless specifically requested by the arbitrator.
9. **Rules of Evidence:** The arbitrator shall apply the laws of evidence as if the hearing were a trial in the Ontario Superior Court of Justice, subject to the following provisions:
 - a) The arbitrator shall accept oral or written evidence as the arbitrator in its discretion considers proper, whether admissible in a court of law or not.
 - b) The parties may rely on photocopies of originals.
 - c) No notice under the *Evidence Act* is required for business records.
 - d) Expert reports, if any, shall be delivered to the other party at least seven (7) days prior to the date of the arbitration hearing.
 - e) The parties shall be permitted to present oral evidence only if a signed will-say statement is delivered to all parties at least seven (7) days prior to the arbitration hearing date. The will-say statement must include the name and address of the witness as well as an outline of the evidence to be presented. If this requirement is not met, the oral evidence will only be permitted with the leave of the arbitrator.
10. **Offers to Settle:** Rule 49 of the Rules of Civil Procedure or its successor, applies to these proceedings subject to the following provision: An offer to be effective must be delivered to the other party or parties no later than seven (7) days before the date of the arbitration hearing.

11. **Costs of Arbitration:** The arbitrator shall allocate the obligation to pay the costs of the arbitration amongst the parties. The allocation shall be at the absolute discretion of the arbitrator; however, the arbitrator in making an award of costs shall consider the conduct of the parties including the efforts of the parties to proceed with haste, and any offers to settle. Any amounts held to be payable by an owner or a tenant may be paid by the Corporation and then shall be added to the common expenses for the unit and collectible as such, including by way of lien in accordance with the Act.
12. **Arbitral Award:** The arbitrator shall render a decision, together with written reasons, as soon as reasonably possible, and in any case, no later than thirty (30) days after the final submissions of the parties. The arbitrator shall deliver a copy of the decision and reasons to each of the parties to the dispute. The arbitrator's award may include an award of costs, payable by any party or parties to any other party or parties, incurred in relation to the arbitration and/or prior mediation.
13. **Appeal:** The arbitrator's award shall be binding, except that there is an appeal to the Ontario Superior Court of Justice from an arbitrator's award on a question of law or a question of mixed law and fact.

**ARTICLE V
COMMON EXPENSES**

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

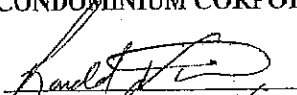
**ARTICLE VI
MISCELLANEOUS**

1. **Invalidity:** The invalidity of any part of this by-law shall not impair or affect in any manner the validity and enforceability or effect of the balance thereof.
2. **Waiver:** No restriction, condition, obligation or provision contained in this by-law shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.
3. **Headings:** The headings in the body of this by-law form no part thereof but shall be deemed to be inserted for convenience of reference only.
4. **Alterations:** This by-law or any part thereof may be varied, altered or repealed by a by-law passed in accordance with the provisions of the Act, and the Declaration.

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

DATED this 26th day of February, 2003.

CARLETON CONDOMINIUM CORPORATION NO. 233


Print Name: Ronald Vian
Print Title:

I have authority to bind the Corporation

Version 4 - June 28, 2002

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This document was prepared by Nelligan O'Brien Payne LLP for CCC #233 based on a thorough review of all relevant documentation and the specific circumstances of this condominium. This document may not be appropriate for another condominium.

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

Schedule "A"

CARLETON CONDOMINIUM CORPORATION NO. 233

BY-LAW NO. 9

BE IT ENACTED as By-Law No. 9 (being a by-law to define standard units) of Carleton Condominium Corporation No. 233 (hereinafter referred to as the "Corporation") as follows:

**ARTICLE I
DEFINITIONS**

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

**ARTICLE II
GENERAL**

- (1) The purpose of this by-law is to define the standard unit in this condominium, for the purpose of Section 99 of the Act (insurance).
- (2) Where the materials or specifications set out in this by-law are uncertain or incomplete, the standard unit specifications and materials shall be consistent with "Builder's Standard" construction. In the case of any dispute as to what constitutes "Builder's Standard", a comparison shall be had to the quality of the particular feature being offered by builders of comparable construction at the time of the damage.
- (3) The standard unit does not include features, which are part of the common elements. The Corporation's declaration determines which features are part of the common elements and which features are part of the units. To the extent that the attached schedule include features which are part of the common elements, they are included for reference and information purposes. They are not intended to be part of the standard unit.
- (4) Except as otherwise indicated in this by-law, the standard unit(s) shall include all features of the units mentioned in the declaration or shown in the description (including all registered architectural and structural drawings) of the condominium. In the case of any inconsistency between the declaration or description and the schedules to this By-Law, the schedules to this By-Law shall prevail.
- (5) All replacement materials and re-construction shall conform to the current Ontario Building Code, Ontario Fire Code, Ontario Electrical Safety Code, current Municipal regulations and by-laws, and all applicable bulletins in force. If any component of the standard unit must be upgraded or changed in order to comply with any applicable governmental regulation or code or other law applicable to the repair of insured damage or destruction, the said upgrade or change shall be considered part of the standard unit despite not being clearly defined herein as being part of the standard unit.
- (6) Where the schedules to this By-Law refer to specific brands of equipment or materials, this shall be deemed to include equivalent brands.
- (7) In this condominium, there are three (3) different classes of standard units. Each class is based upon a different model of unit in this condominium. The standard unit for each class or model is defined and described further in plans and specifications contained in the schedule(s) indicated for the particular class. The classes and schedule(s) are as follows:

Class Number	Class Description	Units
1	Model A	Units: 1, 4, 6, 7, 9, 11, 14, 15, 18, 19, 22, 24, 27, 30, 31, 34, 36, 37, 39, 42, 43, 46, 47, 49, 52, 53 and 56, Level 1
2	Model A2	Units: 3, 10, 13, 16, 21, 28, 33, 40, 45, 50 and 54, Level 1
3	Model B	Units: 2, 5, 8, 12, 17, 20, 23, 25, 26, 29, 32, 35, 38, 41, 44, 48, 51 and 55, Level 1

**ARTICLE III
MISCELLANEOUS**

- (1) Invalidity: The invalidity of any part of this by-law shall not impair or affect in any manner the validity and enforceability or effect of the balance thereof.
- (2) Waiver: No restriction, condition, obligation or provision contained in this by-law shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.
- (3) Headings: The headings in the body of this by-law form no part thereof but shall be deemed to be inserted for convenience of reference only.
- (4) Alterations: This by-law or any parts thereof may be varied, altered or repealed by a by-law passed in accordance with the provisions of the Act, and the Declaration.

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

DATED this _____ day of _____, 2003.

CARLETON CONDOMINIUM CORPORATION NO. 233

Print Name:

Print Title:

I have authority to bind the Corporation.

Version 5.2 – February 2003

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This document was prepared by Nelligan O'Brien Payne LLP for CCC #233 based on a thorough review of all relevant documentation and the specific circumstances of this condominium. This document may not be appropriate for another condominium.

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

Schedule "1"
Carleton Condominium Corporation No. 233
Specifications

SECTION ONE: GENERAL SPECIFICATIONS

Interior Doors:	Painted hollow core interior doors with polished brass finished doorknobs
Floors:	Wall to wall carpeting in Living Room, Dining Room, Hallways, Staircase and Bedrooms. Cushioned flooring in Kitchen, Vestibule and Bathrooms.
Trim:	Pine trim painted with one coat of semi-gloss paint
Walls:	½" drywall painted with one coat of latex flat finish paint except Bathrooms and Kitchen which have one coat of semi-gloss paint
Ceilings:	½" drywall, stippled except in Kitchen and Bathrooms

Electrical, Plumbing and Mechanical Systems:

- 40 gal hot water tank (rental)
- Gas fired warm air system
- 100 amp underground service
- Copper wiring throughout
- Washer and dryer connections
- Hardwired smoke detector
- Pre-wired for cable and telephone
- Heating ducts sized for future air-conditioning

SECTION TWO: INDIVIDUAL AREAS

Vestibule/Foyer

- Coat closet with vinyl bypass sliding doors, hanging rod and one interior shelf the length of the closet
- Standard single bulb ceiling light fixture

Hallways and Stairs

- Standard single bulb ceiling light fixture (with a two way switch located at both top and bottom of stairs)
- Woodstringers painted with semi-gloss paint
- Plastic handrail on wrought iron railing
- Linen closet with bi-fold door and 5 interior shelves

Powder Room

- Post formed formica counter tops
- Standard melamine vanity with solid oak bar handle along the top of the doors
- Plate glass mirror
- Chromium plated towel bar and toilet paper holder
- Chrome finished faucets
- Enamel coated sink
- 2-bulb light fixture with glass lens
- Exhaust fan (vented in accordance with code requirements)

Living/Dining Room (Open concept)

- 1 switched outlet in Living room
- 1 switched 3-bulb light fixture with 3 glass globes and dimmer control in Dining Room

Schedule "1" (Continued)
Carleton Condominium Corporation No. 233
Specifications

Kitchen

- Post formed formica counter tops
- Cupboards with melamine shelves, solid oak doors and metal hardware as per builder's samples
- Stainless steel sink with double handle faucets
- One single globe light fixture over sink
- One single globe light fixture over eating area
- Range hood (vented in accordance with code requirements)
- Rough-in for a dishwasher

Main Bathroom

- Post formed formica counter tops
- Standard melamine vanity with solid oak bar handle along the top of the doors
- Plate glass mirror
- Mirrored 14" x 18" medicine cabinet
- Standard bathtub with shower curtain rod
- Ceramic tile full height to bulkhead above bathtub
- Chromium plated towel bar, soap dish and toilet paper holder
- Chrome finished faucets
- Enamel coated sink
- Light fixture containing 4 bulbs with a glass lens
- Exhaust fan (vented in accordance with code requirements)
- Linen closet with bi-fold door and 5 interior shelves [**Please confirm**]

Master Bedroom

- Closet with vinyl bypass sliding doors, hanging rod and one interior shelf the length of the closet in Classes 1 and 2
- Walk-in Closet with standard interior door, two hanging rods and two interior shelves in Class 3 [**Please confirm**]
- Ensuite in Class 3
- Switch outlets (no fixture)

Ensuite Bathroom (Class 3)

- Post formed formica counter tops
- Standard melamine vanity with solid oak bar handle along the top of the doors
- Plate glass mirror
- Mirrored 14" x 18" medicine cabinet
- Chromium plated towel bar and toilet paper holder
- Chrome finished faucets
- Enamel coated sink
- Lighting is a single switch with a glass lens

Secondary Bedrooms

- Closet with vinyl bypass sliding doors, hanging rod and one interior shelf the length of the closet
- Switched outlets (no fixture)

Schedule "1" (Continued)
Carleton Condominium Corporation No. 233
Specifications

Basements (Unfinished)

- Plastic laundry tub, center sink supply with swinging spout and double handles
- Two-way switch for lightning in staircase, one fixture at the bottom of the stairs and one fixture on the stair landing.
- 3" thick 2500 p.s.i. concrete basement floor with trowelled finish
- 8" thick 2500 p.s.i. concrete foundation walls
- Steel beams supported on steel teleposts
- R-12 Fiberglass insulation to 2' below grade

GARAGE

- ½" gypsum drywall to garage ceiling and wall next to house
- Asphalt on 6" crushed stone
- Single bulb light switched at garage door (no fixture)
- Steel panel garage door with lock

EXTERIOR

Finish:	Brick vinyl siding
Exterior Door:	Insulated metal doors with weatherstripping, aluminum thresholds and polished brass handle with dead bolt as indicated on door schedule
Windows:	Wood casement, slider and awning or vinyl slider windows as per registered window schedule. All windows will be double glazed with sealed thermal units. All opening lights will have screens.
Insulation:	R-20 Batt
Vapour Barrier:	6 mil polyethylene vapour barrier
Roof:	R-32 Fiberglass insulation at roof
Facias and Eaves:	Aluminum as indicated on plans
Footings:	2500 p.s.i. concrete
Parging:	Cement parging to expose portions of foundation wall externally
Damproofing:	Heavy duty damp proofing
Drainage:	4" diameter perimeter drainage system
Hose Bibs:	Two non-freeze hose bibs
Driveway:	Asphalt paved driveway on crushed stone base
Walkway:	Concrete walkway from driveway to front door
Sod:	The site will be graded, covered with 4" top soil and sodded to grades as approved by the City of Ottawa
Trees:	Trees will be provided and planted in accordance with planting plans approved by the City of Ottawa
Fences and/or Hedges:	In accordance with landscape plan approved by the City of Ottawa

Framing:

Material:	#1 Spruce
Joists:	2" spruce – depths and spacing as shown on registered plans
Sub Floor:	¾" t&g subfloor with ½" t&g plywood underlay for cushion floor
External Walls:	2" x 6" studs at 24" centers
Internal Walls:	2" x 4" studs at 16" centers
Roof Construction:	Prefabricated roof trusses at 24" centers
Roof Sheathing:	3/8" sheathing with "H" clips
Shingles:	Self-sealing asphalt

Schedule "1" (Continued)
Carleton Condominium Corporation No. 233
Specifications

Standard Features

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

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

Explanation Note
Standard Unit By-Law

The *Condominium Act, 1998*, states that all existing condominium corporations must pass by-laws which define the "standard units" in the condominium. According to the Act, the by-law must be passed before the corporation's first insurance renewal, after May 5, 2001.

We explain as follows.

We are sure that all owners are aware that condominium corporations arrange insurance covering the common elements.

In Ontario, condominium corporations are also obligated to arrange insurance covering the units. The corporation arranges this unit insurance on behalf of every owner.

This unit insurance arranged by the corporation does not provide 100% coverage for the unit. For example,

1. This insurance is normally subject to a relatively high deductible;
2. This insurance may provide coverage for only certain perils (which are listed in the *Condominium Act*);
3. This insurance does not cover betterments or improvements to the unit.

In this note, we deal only with item 3 - betterments and improvements.

Again, the insurance arranged by the corporation does not cover betterments and improvements to the unit. Normally owners obtain their own insurance covering these betterments and improvements.

The question is: **How does one determine what is a betterment or an improvement?**

The new *Condominium Act* says that this must be determined by reference to a "Standard Unit By-Law". Here is how it is to work:

1. The by-law must define the standard units by describing the features of each model which are to be considered "standard". To achieve this, the by-law will have to contain drawings (or refer to drawings registered at the registry office) and specifications which list the features of each type of standard unit in the condominium.

2. Anything that is not part of a "standard unit" would then be an improvement, for which the corporation would not be obligated to arrange insurance. Any insurance covering those features would have to be arranged by the owner.

The description of the standard units will require approval of the owners - by vote on the proposed by-law.

Version 2 - October 2002

N:\rec\cccc233(NOP) explanation note - smd units.doc