

DECLARATION

This Declaration (hereinafter called the "Declaration") is made and executed pursuant to the provisions of The Condominium Act, R.S.O. 1980, c. 84 as amended, and the regulations made thereunder (all of which are hereinafter referred to as the "Act"), by:

L. NICOLINI & ASSOCIATES LIMITED
(hereinafter called the "Declarant")

WHEREAS the Declarant is the owner in fee simple of lands and premises situate in the City of Gloucester, in the Regional Municipality of Ottawa-Carleton, and being more particularly described in Schedule "A", and in the description submitted herewith by the Declarant for registration in accordance with the Act;

AND WHEREAS the Declarant has constructed buildings upon the said lands containing twenty-two (22) dwelling units;

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

NOW THEREFORE THE DECLARANT DECLARES AS FOLLOWS:

ARTICLE I

INTRODUCTORY

1.1 Definitions. All words used herein which are defined in the Act shall have ascribed to them the meanings set out in the Act, as amended from time to time.

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

1.3 Consent of Encumbrancers. The consent of every person having a registered mortgage against the land or interest appurtenant to the land described in Schedule "A" is contained in Schedule "B" attached hereto.

1.4 Boundaries of Units and Monuments. The monuments controlling the extent of the units are the physical surfaces mentioned in the boundaries of units in Schedule "C" attached hereto. Notwithstanding the boundaries of the Units, no Unit includes structural walls, wires, pipes, cables, conduits, ducts, flues, breaker boxes used for power or public utility lines within a unit which serve other Units as well as that of the Owner.

1.5 Common Interest and Common Expenses. 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 forth opposite each unit number in Schedule "D" attached hereto. The total of the proportions of the common interests shall be one hundred percent (100%).

1.6 Address for Service and Mailing Address of the Corporation. The Corporation's address for service shall be 541 Sussex Drive, Ottawa, Ontario or such other address as the Corporation may by resolution of the board determine, and the mailing address of the Corporation shall be 1490 Startop Road, Gloucester, Ontario.

ARTICLE II

COMMON EXPENSES

2.1 Specification of Common Expenses. The common expenses shall be the expenses of the performance of the objects and duties

of the Corporation and such other expenses are listed in Schedule "E" attached hereto. Notwithstanding the said Schedule "E" to the end that the Corporation not incur large unfunded financial obligations or a large indebtedness without the specific consent of the owners, common expenses exclude monies required to be raised:

- (a) To pay for any undertakings which costs more than Ten Thousand Dollars (\$10,000.00) and is not required by law, or
- (b) To repay or pay the costs of any borrowing of money which is in excess of Five Thousand Dollars (\$5,000.00) or raises the outstanding indebtedness of the Corporation to more than Ten Thousand Dollars (\$10,000.00);

unless the undertaking and its cost or the borrowing and its cost, respectively as the case may be, have received separate approval by a majority of the owners at a meeting called for obtaining such approval.

2.2 Payment of Common Expenses. Each owner, including the Declarant, shall pay to the Corporation his proportionate share of the common expenses, as may be provided for by the by-laws of the Corporation, and the assessment and collection of contributions toward the common expenses may be regulated by the board pursuant to the by-laws of the Corporation.

ARTICLE III

UNITS

3.1 Meaning of "Unit". Wherever in any agreement respecting a unit, or in this Declaration, the by-laws, the common element rules, or any mortgage or conveyance of a unit, the term "unit" is used, it shall include for all purposes the interest in the common elements appurtenant to such unit unless a contrary intention is specifically stated.

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

- (a) Each dwelling unit shall be occupied and used only as a private single family residence and for no other purpose, provided, however, that the foregoing shall not prevent the Declarant from completing the building and all improvements to the property, nor prevent the Declarant while owning and seeking to sell any of the units and anyone else while owning and seeking to sell ten percent (10%) or more of the units, in both cases actively taking all reasonable steps to sell those units, may maintain a sales office, advertising signs and suites as models for display but not so as to interfere with the reasonable use and enjoyment of the common elements or other units;
- (b) No unit shall be occupied or used by anyone in such a manner as to result in the cancellation or threat of cancellation of any policy of insurance placed by or on behalf of the Corporation or the reduction in coverage thereunder. If a unit is occupied or used by anyone in such a manner as to result in an increase in premium cost of any policy of insurance placed by or on behalf of the Corporation, the owner of such unit shall reimburse the Corporation for such increase, and such increase in premium cost shall be added to the owner's contribution towards the common expenses;
- (c) The owner of each unit shall require all tenants, residents and visitors in his unit to comply with the Act, the Declaration, the by-laws and the rules;

- (d) No boundary wall, load-bearing partition wall, floor, door or window, toilet, bath tub, wash basin, sink, heating, plumbing or electrical installation contained in or forming part of a unit shall be installed, removed, extended or otherwise altered without the prior written consent of the Corporation; provided, however, that the provisions of this subparagraph shall not require any owner to obtain the consent of the Corporation for the purpose of painting or decorating, including the alteration of the surface on any wall, floor or ceiling which is within any unit;
- (e) No animal, livestock or fowl, other than a pet, shall be kept or allowed in any unit. No pet that is deemed by the Board or Manager, in its absolute discretion, to be a nuisance shall be kept by any owner in any unit. Such owner shall, within two (2) weeks of receipt of a written notice from the Board or the Manager requesting the removal of such pet, permanently remove such pet from the property. No breeding of pets for sale shall be carried on, in or about any unit.

3.3.1 Rights of Entry to the Unit. The Corporation or any insurer of the property or any part thereof, their respective agents, or any other person authorized by the Board, shall be entitled to enter any unit or any part of the common elements over which any owner has the exclusive use, at all reasonable times and upon giving reasonable notice, to perform the objects and duties of the Corporation, and, without limiting the generality of the foregoing, for the purpose of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy and remedying any condition which might result in damage to the property.

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

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

3.3.4 The Corporation shall retain a key to all locks to each unit. No owner shall change any lock or place any additional locks on the doors to any unit or in the unit or to any part of the common elements of which such owner has the exclusive use without immediately providing to the Corporation a key for each new or changed lock.

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

3.4.1 Requirements for Leasing. No owner shall lease his unit unless he causes the tenant to deliver to the Corporation an agreement signed by the tenant, to the following effect:

"I, _____, covenant and agree that I, the members of my household and my guests from time to time, will, in using the unit rented by me and the common elements, comply with The Condominium Act, the Declaration and the By-laws, and all rules and regulations of the Condominium Corporation, during the term of my tenancy."

3.4.2 No lease entered into by the Owner with any tenant shall be valid or binding on the Corporation unless it shall include the following provisions:

"In the event the tenant shall be notified by the Corporation that the landlord is in default of any payment due to the Corporation by the landlord as Owner, the tenant shall deduct from the rent payable under this lease the amount of the arrears alleged by the Corporation to be owing by the Owner and the payment thereof by the tenant to the Corporation shall be conclusively deemed payment of rent under this lease."

3.4.3 Where a tenant residing in a Unit is in breach of any of the provisions of this Declaration, the By-laws and/or rules and regulations of the Corporation and such breach continues for a period of at least ten (10) days following written notification by the board of directors or the property manager to the tenant of such breach or if such breach recurs, then the Corporation, in addition to any other remedies it may have pursuant to the Act, the Declaration, the By-laws and the rules and regulations of the Corporation or any other remedies it may have at common law, shall have the right to do the following:

- (a) Notify the unit owner of such breach or recurring breach by his tenant and require the unit owner to take immediate steps to remedy such breach; and
- (b) If the unit owner fails, within seven (7) days after notification, to remedy such breach (and the opinion of the board of directors or the property manager shall be conclusive in this regard) the Corporation shall be and is hereby irrevocably authorized, constituted and appointed the true and lawful attorney of the unit owner for and in his name to do the following:
 - (i) give notice to the tenant to terminate the tenancy in accordance with the Landlord and Tenant Act of Ontario;
 - (ii) apply for an Order declaring the tenancy terminated in accordance with the said Landlord and Tenant Act;
 - (iii) do all manner of acts, assurances, deeds, covenants and things as shall be required and as the Corporation or its counsel may see fit for any or all of the foregoing purposes.

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

ARTICLE IV

COMMON ELEMENTS

4.1 Use of Common Elements. Subject to the provisions of the Act, the Declaration, the by-laws and the rules, each owner has the full use, occupancy and enjoyment of the whole or any part of the common elements, except as herein otherwise provided.

4.2.1 Additions, Alterations and Improvements. For the purposes of subsection 1 of Section 38 of the Act, the Board shall decide whether any addition, alteration or improvement to, or renovation of, the common elements, or any change in the assets of the Corporation is substantial.

4.2.2 No alteration, work, repairs, decoration, painting, maintenance, structure, fence, screen, hedge or erection of any kind whatsoever (the "work") shall be performed, done, erected or planted

within or in relation to the common elements (including any part thereof over which any owner has the exclusive use) except by the Corporation or with its prior written consent or as permitted by the by-laws or rules.

4.2.3 The Corporation shall have access at all reasonable times to any part of the common elements over which any owner has the exclusive use in order to do the work.

4.3 Signs. No unit owner, except the Declarant may inscribe, paint or affix any sign, advertisement, or notice on any part of the outside of the buildings nor on any part of the common elements. The Board may from time to time in its absolute discretion pass rules which may determine what is a reasonable sign.

4.4 Parking. No unit owner or his tenant, or member of either of their households shall park upon any of the parking spaces not allocated to him nor any of the parking areas designated by the Board from time to time as visitors' or other owners' parking. Visitors' parking shall be designated by the Board and may be redesignated from time to time.

4.5 Exclusive Use of Parts of Common Elements. Subject to the compliance with the Act, the Declaration, By-laws and the rules passed pursuant to the Act, the owner of each unit shall have the exclusive use of those parts of the common elements as set out in Schedule "F" attached hereto.

4.6 Corporation's Office. The part or parts of the common elements designated on the said Description as "office" and such other parts as are designated by the Corporation from time to time shall be used exclusively by the Corporation as its office(s) and for such maintenance and administrative purposes as the Board may from time to time determine, provided that in no event shall the space be used for residential purposes.

4.7 Restrictive Access. Without the consent in writing of the Board, no owner shall have any right of access to those parts of the common elements used from time to time as utilities areas, building maintenance storage areas, manager's offices, operating machinery, or any other part of the common elements used for the care, maintenance or operation of the property, and, without the consent in writing of the Board, no owner shall have the right of access to the residence and parking space used from time to time for any building superintendent. Provided, however, that this paragraph shall not apply to any first mortgagee holding mortgages on at least ten percent (10%) of the units, who shall have a right of access for inspection upon forty-eight (48) hours' notice to the building manager.

4.8 Pets. No animal, livestock or fowl other than a pet shall be kept upon the common elements, including those parts thereof of which any owner has the exclusive use. When on the common elements, all pets must be under leash. No pet that is deemed by the Board or Manager in its absolute discretion to be a nuisance shall be kept by any owner upon the common elements. Such owner shall, within two (2) weeks of receipt of a written notice from the Board or Manager requesting removal of such pet, permanently remove such pet from the property.

ARTICLE V

MAINTENANCE AND REPAIRS

5.1 Each owner shall maintain his unit and, subject to the provisions of the Declaration and Section 42 of the Act, each owner shall repair his unit after damage, all at his own expense. Each owner shall be responsible for damage to any other unit or to the common elements which is caused by the failure of the owner to so maintain and repair his unit. For the purpose of the Declaration and By-laws of the Corporation:

- (a) Repair shall mean restore to good condition, remedy and set right again after damage;
- (b) Maintain or Maintenance shall mean the restoration of wear and tear;
- (c) The standard of repair and maintenance in respect of the Property shall be that standard appropriate to the nature, style and quality of the Property and in the event of difference or dispute, the decision of the Corporation shall be binding on all persons affected thereby.

5.2 Each owner shall maintain and repair after damage those parts of the common elements of which he has the exclusive use and his fireplace and chimney flue, if any.

5.3 The Corporation shall make any repairs that an owner is obligated to make and that he does not make within a reasonable time; and in such an event, an owner shall be deemed to have consented to having repairs done to his unit by the Corporation; and an owner shall reimburse the Corporation in full for the cost of such repairs, including any legal or collection costs incurred by the Corporation in order to collect the costs of such repairs, and all such sums of money shall bear interest at a rate per annum equal to four percent (4%) in excess of the prime rate of interest as charged from time to time by the Bank of Montreal at its main office in Ottawa on loans made in Canadian currency to its most credit worthy customers. The Corporation may collect all such sums of money in such instalments as the Board may decide upon, which instalments shall be added to the monthly contributions towards the common expenses of such owner, after receipt of a notice from the Corporation thereof. All such payments are deemed to be additional contributions towards the common expenses and recoverable as such.

5.4 Subject to the provisions of Article 5.2 hereof, the Corporation shall repair and maintain the common elements and shall repair and maintain all doors which provide the means of ingress to and egress from a unit, and to all windows, save and except for maintenance of interior surfaces of windows and doors providing ingress to and egress from a unit, all at its own expense, whether such doors and windows are part of a unit or are part of the common elements.

ARTICLE VI

EXPROPRIATION

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

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

6.2.2 Any portion of the proceeds received on expropriation that is attributable to any portion of the common elements that are to be used only by the owners of designated units and not by all the

owners shall be divided among the owners of the designated units affected in the proportion in which their interests are affected.

6.3 Partial Expropriation Including Units. In the event of a partial expropriation which includes some units, each owner whose unit is expropriated shall deal with the expropriating authority with regard to compensation relating to his unit and interest in the common elements. The compensation for the damage suffered by the remaining owners shall be negotiated and finalized by the Corporation, whether or not proceedings are necessary and the compensation shall be distributed proportionately among the remaining owners. The Condominium Corporation shall notify all interested Mortgagees within ten (10) days after notice of expropriation is received. The cost of restoring the balance of the project so that it may be used shall be determined by the Corporation, and the Corporation shall negotiate with the expropriating authority with regard to compensation for this expenditure, and shall, unless the government of the property by the Act is terminated in thirty (30) days of the receipt of such compensation in trust, reconstruct, using the funds received for such reconstruction.

ARTICLE VII

OBLIGATIONS IN EVENT OF SALE OR MORTGAGING

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

ARTICLE VIII

FIRST MEETING

8.1 As soon as practicable after the registration of this Declaration, the owners may, without notice, hold their first meeting for the purposes of electing a Board of Directors. The Board so elected may, without notice, hold its first meeting provided a quorum of directors is present. Any special by-law and any by-law passed by the board, from time to time, may be confirmed by the owners without a meeting provided the consent to and confirmation of the special by-law or by-law by owners who own one hundred percent (100%) of the units is endorsed thereon.

ARTICLE IX

MISCELLANEOUS

9.1 Units Subject to Declaration, By-laws, Common Element Rules and Rules and Regulations. All present and future owners, tenants and residents of units, their families, guests, invitees or licencess, shall be subject to and shall comply with the provisions of this Declaration, the by-laws, and any other rules and regulations of the Corporation. The acceptance of a deed or transfer, or the entering into a lease, or the entering into occupancy of any unit, shall constitute an agreement that the provisions of this Declaration, the by-laws, and any other rules and regulations, as they may be amended from time to time, are accepted and ratified by such owner, tenant or resident, and all of such provisions shall be deemed and taken to be covenants running with the unit and shall bind any person having, at any time, any interest or estate in such unit as though such provisions were recited and stipulated in full in each and every such deed or transfer or lease or occupancy agreement.

9.2 School Accommodation. The owners are advised that school accommodation problems exist in the Carleton Board of Education elementary school designated to serve the students in the area of the Condominium and that this problem will not be resolved until

such time as provincial funding is made available to construct additional pupil places in the area.

9.3 Noise. The owners acknowledge that they have been informed of the possible nuisance in the form of noise that may occasionally interfere with some activities in the outdoor privacy area and the bedrooms that front onto Cummings Avenue and that this notification shall not be removed from title without the prior consent of the Ministry of the Environment.

9.4 Storm Sewer. The owners and the Corporation acknowledge that the responsibility for the repair and maintenance of the storm sewer which serves the property and which passes within the allowance for Cummings Avenue to the outlet in the public storm sewer within Donald Street is a private connection owned by the Corporation.

9.5 Invalidity. Each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and in such event all the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

9.6 Waiver. The failure to take action to enforce any provision contained in the Act, this Declaration, the by-laws, or any rules of the Corporation, irrespective of the number of violations or breaches which may occur, shall not constitute a waiver of the right to do so thereafter, nor be deemed to abrogate or waive any such provision.

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

9.8 Construction of Declaration. This Declaration shall be read with all changes of number and gender required by the context.

9.9 Headings. The headings in the body of this Declaration form no part of the Declaration but shall be deemed to be inserted for convenience of reference only.

May
DATED at Ottawa this 22 day of ~~April~~ 1984.

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

L. NICOLINI & ASSOCIATES LIMITED

PER: 
Authorized Signing Officer

SCHEDULE "A"

The lands are situate, lying and being in the City of Gloucester (formerly the Township of Gloucester), in the Regional Municipality of Ottawa-Carleton, being composed of part of Lot 2, according to Plan 217, registered in the Land Registry Office for the Land Titles Division of Ottawa-Carleton and designated as Part 1 on Plan 4R-4432, deposited in the Land Registry Office for the Land Titles Division of Ottawa-Carleton at Ottawa.

SCHEDULE "B"

CONSENT OF MORTGAGEE

Eaton Bay Trust Company, having a registered mortgage within the meaning of Clause 3(1)(b) of The Condominium Act registered as Instrument No. 210848 and filed as Instrument No. 360226 in the Land Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4) at Ottawa, hereby consents to the registration of this Declaration pursuant to The Condominium Act against the land or interest appurtenant to the land described in the description.

DATED at Ottawa

this 22 day of May, 1984.

EATON BAY TRUST COMPANY

PER: *Janet Frankman*

PER: *[Signature]*
Authorized signing officer

SCHEDULE "C"
BOUNDARIES OF DWELLING UNITS

Each unit shall comprise the area bounded by:

Vertical Boundaries

- a) save as hereinafter set out, the backside surface of the drywall of the exterior walls and walls between units and the extensions of the planes of such surfaces;
- b) the unpainted exterior surface of window frames and windows in closed position;
- c) the unpainted exterior face of door frames and doors leading from the unit in closed position;
- d) the interior surface of poured concrete basement walls; (not applicable to unit number 13)

Horizontal Boundaries

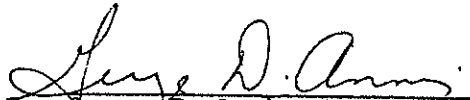
- a) the upper surface of the drywall on the uppermost ceilings and the extensions of the planes thereof;
- b) in units 1 to 12 both inclusive and 14 to 22 both inclusive the upper surface of the concrete floor slab in the basement;
- c) in unit number 13 the lower limit shall be the lower line and face of the 1st storey floor joists;
- d) in the vicinity of cantilever projections and transition of concrete basement wall to stud wall the lower boundary shall be the lower line and face of the floor joists forming such cantilever or transition;

Notwithstanding the foregoing, the unit shall not include such pipes, ducts, wires, cables, flue or public utility lines that serve other units as well as that of the Owner.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE ABOVE-NOTED UNIT BOUNDARIES CORRESPOND TO THE UNIT BOUNDARIES REFLECTED IN THE CROSS-SECTION SHOWN ON PART 1, SHEET 1, OF THE DESCRIPTION.

April 3, 1984


George D. Annis, O.L.S.

SCHEDULE "D"

PERCENTAGE INTEREST IN COMMON ELEMENTS
PERCENTAGE CONTRIBUTION TO COMMON EXPENSES
MONTHLY CONDOMINIUM FEE

<u>UNIT</u>	<u>LEVEL</u>	<u>% INTEREST</u> <u>AND % CONTRIBUTION</u>
1	1	4.60%
2	1	4.60%
3	1	4.60%
4	1	4.60%
5	1	4.60%
6	1	4.60%
7	1	4.60%
8	1	4.48%
9	1	4.48%
10	1	4.48%
11	1	4.48%
12	1	4.48%
13	1	4.48%
14	1	4.48%
15	1	4.48%
16	1	4.48%
17	1	4.48%
18	1	4.60%
19	1	4.60%
20	1	4.60%
21	1	4.60%
22	1	4.60%
		<hr/>
		100%

SCHEDULE "E"

COMMON EXPENSES

Common Expenses, without limiting the definition ascribed thereto by the Act, shall include the following:

- (a) All expenses of the Corporation incurred by it or the Board in the performance of the objects and duties of the Corporation whether such objects or duties are imposed under the provisions of the Act or of this Declaration or performed pursuant to any by-law of the Corporation;
- (b) All sums of money levied or charged to the Corporation on account of any and all public and private suppliers of insurance coverage, taxes, utilities and services including, without limiting the generality of the foregoing, levies or charges for:
 - garbage collection;
 - insurance premiums;
 - water and sewage, unless separately metered for each unit;
 - electricity, unless separately metered for each unit;
 - fuel, including gas, oil, electricity and coal, unless separately metered for each unit;
 - maintenance materials, tools and supplies;
 - snow removal and landscaping;
 - realty taxes (including local improvement charges) levied against the entire property until such time as such realty taxes are levied against each unit;
- (c) Remuneration payable by the Corporation to any management firms or employees deemed necessary for the proper operation and maintenance of the property;
- (d) The cost of maintaining fidelity bonds as provided in the by-laws;
- (e) All sums of money paid or payable by the Corporation to or for the benefit of any and all persons, firms or corporations engaged or retained by the Corporation, the Board, its duly authorized agents, servants and employees for the purpose of performing any or all of the duties of the Corporation, including without limitation legal, engineering, accounting, expert appraisal, advisory, maintenance, managerial and secretarial services;
- (f) The cost of furnishings and equipment for use in and about the common elements including the repair, maintenance, operation or replacement thereof;
- (g) All sums of money paid or payable by the Corporation pursuant to the provisions of Subsections (4) and (5) of Section 38 of the Act, as amended;
- (h) The cost of borrowing money for the purpose of carrying out the objects and duties of the Corporation;
- (i) The cost of insurance appraisals;
- (j) The fees of the Insurance Trustee.

SCHEDULE "F"

EXCLUSIVE USE OF PARTS OF COMMON ELEMENTS

Subject to the provisions of the Act, this Declaration, the by-laws and the rules, the owner of each unit shall have the exclusive use of those parts of the common elements set out hereunder, subject, however, to the right of entry thereon by the Corporation or its designee for the purposes of maintaining, repairing or replacing services located thereon or thereunder which are for the benefit of any other part of the property:

- (a) the areas adjacent to the Units as identified on Part 1, Sheet 2 of the Description by the same number as the unit with the Suffix R;
- (b) one parking space as designated by the Board.

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DATED: May 22nd, 1984.

CARLETON CONDOMINIUM CORPORATION NO. 239

REGISTERED LAND TITLES
LAND REGISTRY ACT
ONTARIO

80-4008
09 231
F13 52

Susan Webb
SUSAN WEBB
ASSISTANT DEPUTY LAND
REGISTRAR

LAND REGISTRY #4

REC. BY	<i>BAB</i>
F. F. NO. OR PAGE	<i>0950</i>
ABST. BY	<i>62</i>
CHECKED BY	
MICRO. BY	<i>ch</i>

BY-LAW NO. 1

GOLDBERG, SHINDER, GARDNER, KRONICK
& TAVEL
Barristers & Solicitors
307 Gilmour Street
Ottawa, Ontario
K2P 0P7

JN
OR
591 00017.00
Cummings

(CWS/mm/34,017/Nicolini #2 - Cummings)

Accepted
\$17.00

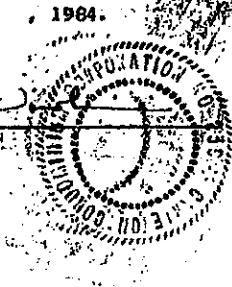
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CERTIFICATE

Carleton Condominium Corporation No. 239 hereby certifies that the By-law Number 1 attached hereto was made in accordance with The Condominium Act, being Chapter 84 of the Revised Statutes of Ontario, 1980, and any amendments thereto, the Declaration and the By-laws of the Corporation, and that the said By-law Number 1 has not been amended and is in full force and effect.

DATED at the City of Ottawa, in the Regional Municipality of Ottawa-Carleton this 22 day of May, 1984.

By: _____
Secretary



CONDOMINIUM CORPORATION NO.

BY-LAW NO. 1

Be it enacted as By-law No. 1 of CARLETON CONDOMINIUM CORPORATION NO. 239 (hereinafter referred to as the "Corporation") as follows:

ARTICLE I

DEFINITIONS

1.01 All words used herein which are defined in The Condominium Act, shall have ascribed to them the meanings set out in the Act as amended from time to time.

ARTICLE II

SEAL

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

ARTICLE III

REGISTER

3.01 The Corporation shall keep a record (hereinafter called the "register") respecting the property which shall note the name and address of each owner or mortgagee or chargee of each unit who has notified the Corporation of his entitlement to vote, and of his address for service.

ARTICLE IV

MEETINGS OF MEMBERS

4.01 Annual Meeting. The annual meeting of the members shall be held at such place within the Regional Municipality of Ottawa-Carleton, at such time and on such day in each year as the Board may from time to time determine, for the purpose of hearing and receiving the reports and statements required by the Act and the by-laws of the Corporation; electing directors; appointing the auditor and fixing or authorizing the Board to fix his remuneration; and for the transaction of such other business as may properly be brought before the meeting. Not more than fifteen (15) months shall elapse between the dates of two (2) successive annual general meetings. The first annual general meeting shall be held within three (3) months of the date of registration of the Declaration.

4.02 Special Meeting. The Board shall have the power at any time to call a special meeting of the members of the Corporation to be held at such time and at such place within the said Municipality as may be determined by the Board. The Board shall also call such special meeting upon notice in writing made by five (5) owners or mortgagees (or combination thereof) who together own at least fifteen percent (15%) of the common elements within thirty (30) days of receiving such notice. If the Board does not within thirty (30) days from the date of receiving such notice call and hold such meeting, any of the owners or mortgagees who gave such notice may call such meeting which will be held within sixty (60) days from the date of receipt of such notice.

4.03 Notices. Notice of the time, place and nature of the business of each annual, special or general meeting shall be given personally or by prepaid mail, not less than ten (10) days before the day on which the meeting is to be held, to the auditor of the Corporation and to each owner and mortgagee who is entered on the register twelve (12) days before the date of the meeting. The Corporation shall not be obliged to give notice to any owner who has

not notified the Corporation that he has become an owner or to any mortgagee who has not notified the Corporation that he has become a mortgagee and has been authorized or empowered in his mortgage to exercise the right of the mortgagor to vote.

4.04 Reports. The Corporation shall, ten (10) days or more before the annual meeting of owners, send by prepaid mail or deliver to each owner at his latest address as shown on the record of the Corporation, a copy of the financial statement and a copy of the auditors report.

4.05 Persons Entitled to be Present. The only persons entitled to attend a meeting of owners shall be the owners and mortgagees entered on the register, and any others entitled to vote thereat and the auditor of the Corporation, the directors and officers of the Corporation, and a representative of the Manager, and others who, although not entitled to vote, are entitled or required under the provisions of the Act or the Declaration and by-laws of the Corporation to be present at the meeting. Any other person may be admitted only on the invitation of the Chairman of the meeting or with the consent of the meeting.

4.06 Quorum. At any meeting of members, a quorum shall be constituted when persons entitled to vote and owning not less than thirty-three and one-third percent (33-1/3%) of the common elements are present in person or represented by proxy at such meeting. If thirty (30) minutes after the time appointed for the holding of any meeting of members, a quorum be not present, the meeting shall be dissolved and shall stand adjourned to the same time on the corresponding day of the next week, at such place within the said Municipality as the Board shall determine. Notice of the time, day and place 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 the convening of such meeting a quorum be not present, 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 have done.

4.07 Right to Vote. Subject to the right of a mortgagee of a unit to exercise the right of the owner to vote, every owner shall be entitled to vote who is entered on the record as an owner or has given notice to the Corporation, in a form satisfactory to the Chairman of the meeting that he is an owner and such owner shall be entitled to one (1) vote per unit owned by such owner. Any dispute over the right to vote shall be resolved by the Chairman of the meeting upon such evidence as he may deem sufficient.

4.08 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 are present or represented by proxy, their vote shall be unanimous, failing which the vote for such unit shall not be counted.

4.09 Conduct of Meetings and Method of Voting. At any general or special meeting, the President of the Corporation or failing him, the Vice-President, or, failing him, some person elected at the meeting shall act as Chairman of the meeting, and the Secretary of the Corporation shall act as Secretary of the meeting or, failing him, the Chairman shall appoint a Secretary. Any question shall be decided by a show of hands unless a poll is required by the Chairman or is demanded by an owner or mortgagee present in person or by proxy and entitled to vote, and unless a poll is so required or demanded, a declaration by the Chairman that the vote upon the question has been carried, or carried by a particular majority, or not carried, is prima facie proof of the fact without proof of the number of votes recorded in favour of or against such question. A demand for a poll may be withdrawn. If a poll is so required or demanded and the demand is not withdrawn, a poll upon the question shall be taken in such manner as the Chairman shall direct.

4.10 Votes to Govern. Any question coming before any meeting of Members shall, except as otherwise specifically prescribed by the Act, Declaration or By-laws, be decided by a majority of the votes duly cast and in the event there shall be an equality of votes, the Chairman of the meeting shall be entitled to cast a tie-breaking vote, save and except where prohibited by any provision of the Act.

4.11 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 Secretary sufficient proof of his appointment, shall represent the owner or mortgagee at all meetings of the owners, and may vote in the same manner and to the same extent as such owner.

4.12 Proxies. Every member of mortgagee entitled to vote at meetings of members may by instrument in writing appoint a proxy, who need not be a member or mortgagee, to attend and act at the meeting in the same manner, to the same extent and with the same power as if the 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 Secretary of the meeting before any vote is cast under its authority.

4.13 Adjournment of Meeting. The Chairman may adjourn the meeting from time to time and from place to place.

ARTICLE V

THE CORPORATION

5.01 Duties of the Corporation. The duties of the Corporation shall include but shall not be limited to the following:

- (a) controlling, managing and administration of the common elements and assets of the Corporation;
- (b) collection of common expense contributions;
- (c) arranging and contracting for the supply of heat, electricity, water and other utilities to the common elements except where prevented from carrying out such duty by reason of any event beyond the reasonable control of the Corporation. If any apparatus or equipment used in effecting the supply of heat, electricity, water or other utility at any time becomes incapable of fulfilling its function or is damaged or destroyed, the Corporation shall have a reasonable time within which to repair or replace such apparatus and shall not be liable for indirect or consequential damages or for damages for personal discomfort or illness by reason of the failure to perform such duty;
- (d) obtaining and maintaining insurance for the property as may be required by the Act and by-laws;
- (e) arranging and contracting for the maintenance, repair and restoration of the common elements;
- (f) obtaining and maintaining fidelity bonds where obtainable, in such amounts as the Board may deem reasonable, for such officers and directors or employees as are authorized to receive or disburse any funds on behalf of the Corporation;
- (g) causing audits to be made after every year-end and making auditors' reports and financial statements available to the owners and mortgagees;

- (h) preparation of an estimated budget in accordance with Article XI hereof;
- (i) keeping accurate accounts and sending to each unit owner an annual statement of income and expenditures in respect thereto and keeping such accounts open for inspection by unit owners;
- (j) establishing and maintaining one or more reserve funds;
- (k) effecting compliance with the Act, the Declaration, the by-laws and the rules from time to time.

5.02 Powers of the Corporation. The powers of the Corporation shall include but shall not be limited to the following:

- (a) employment and dismissal of personnel necessary for the maintenance and operation of the common elements;
- (b) adoption and amendment of rules concerning the operation and use of the property;
- (c) employing a manager or management firm at a compensation to be determined by the Board to perform such duties and services as the Board shall authorize;
- (d) obtaining and maintaining fidelity bonds for any manager where deemed necessary by the Board, and in such a manner as the Board may deem reasonable;
- (e) investing reserve funds, provided that such investment shall be permitted by The Trustee Act of Ontario and convertible into cash in not more than ninety (90) days;
- (f) to settle, adjust, compromise or refer to arbitration or the courts any claim or claims which may be made upon or which may be asserted on behalf of the Corporation;
- (g) to borrow such amounts as in its discretion are necessary or desirable in order to protect, maintain, preserve or insure the due and continued operation of the property in accordance with the Declaration and by-laws, and to secure any such loan by mortgage, pledge or charge of any asset of the Corporation, and to add the repayment of such loan to common expenses, subject to approval of each such borrowing or loan in excess of Ten Thousand Dollars (\$10,000.00) by the owners at a meeting duly called for that purpose;
- (h) to retain and hold any securities or other property, whether real or personal, which shall be received by the Corporation, in the form received, whether or not the same is authorized by any law, present or future, for the investment of trust funds;
- (i) to sell, purchase, convey, exchange, assign or otherwise deal with any real or personal property at any time owned by the Corporation at such price, on such terms, and in such manner as the Corporation in its sole discretion deems advisable and to do all things and execute all documents required to give effect to the foregoing;
- (j) to employ and pay the compensation of such counsel, engineers, accountants, experts, appraisers, advisers, maintenance and repairmen or other persons as it may deem advisable;
- (k) to assess and levy against the Owners a special assessment to cover any common expenses which exceed those estimated in the budget statement in amounts and at such times deemed necessary by the Board;

- (1) and such other powers as are granted to the Corporation by the Act.

ARTICLE VI

BOARD OF DIRECTORS

- 6.01 Management by the Board. The affairs of the Corporation shall be managed by the Board.
- 6.02 Quorum. Until changed by a by-law, 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.
- 6.03 Qualifications. Each director shall be eighteen (18) or more years of age and need not be a member of the Corporation.
- 6.04 Election and Term. Forthwith after the registration of the Declaration, the Declarant, as Owner of all Units, shall elect five (5) directors who shall constitute the Board until the first general meeting of Members as required by the Act (the "Turnover Meeting"). The directors of the Corporation shall then be elected in rotation and upon the expiration of their respective term of office shall retire, but shall be eligible for re-election. At the Turnover Meeting two (2) directors shall be elected to hold office for a term of one (1) year from the date of their election or until the first annual meeting of Members, whichever first occurs; two (2) directors shall be elected to hold office for a term of two (2) years from the date of their election or until the second annual meeting of Members, whichever first occurs; and one (1) director shall be elected to hold office for a term of three (3) years from the date of his election or until the third annual meeting of Members, whichever first occurs. Such directors may, however, continue to act until their successors are elected. If more than one (1) of such directors whose terms are not of equal duration shall resign from the Board prior to the expiration of their respective terms, and shall be replaced at a meeting of members for that purpose, the director or directors receiving the greater votes shall complete the longest remaining terms of the resigning directors. At each annual meeting thereafter a number of directors equal to the number of directors retiring in such year shall be elected for a term of three (3) years.
- 6.05 Calling of Meetings. Meetings of the Board shall be held from time to time at such place and at such time and on such day as any two (2) directors or the President alone may determine, and the Secretary shall call meetings when authorized by them. Notice of any meeting so called shall be given personally, by ordinary mail or telegraph, to each director addressed to him at his latest address, entered on the record of the Corporation not less than forty-eight (48) hours (excluding any part of a Sunday or of a holiday as defined by the Interpretation Act of Canada for the time being in force) before the time when the meeting is to be held, save that no notice of a meeting shall be necessary if all the directors are present and consent to the holding of such meeting, or if those absent have waived notice of or otherwise signified in writing their consent to the holding of such meeting.
- 6.06 Regular Meetings. 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 of regular meetings of the Board shall be given personally by ordinary mail or telegraph to each director forthwith after being passed, but no other notice shall be required for any such regular meeting.
- 6.07 First Meeting of New Board. The Board may without notice hold its first meeting for the purpose of organization and the

election and appointment of officers immediately following the meeting of members at which the directors of such Board were elected, provided a quorum of directors be present.

6.08 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 6.09 are complied with.

6.09 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 who registered the Declaration is represented on the Board by three (3) or more directors.

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

6.11 Indemnity of Directors and Officers. Subject to the provisions of the Act, every director or officer of the Corporation and his heirs, executors, administrators 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 he sustains or incurs in respect of any action, suit or proceeding that is proposed or commenced against him for or in respect of anything done or permitted by him in respect of the execution of the duties of his office; and
- (b) all other costs, charges and expenses that he sustains or incurs in respect of the affairs of the Corporation;

save and except for such costs incurred as a result of dishonest or fraudulent acts.

6.12 Vacation of Office. A director who becomes a bankrupt or a mentally incompetent person thereupon ceases to be a director. Any director may resign by notice in writing delivered to the Corporation and any such resignation shall take effect upon delivery. Any director ceases being a director if, as an Owner, he is in default in the payment of common expenses or contribution to reserve funds for a period in excess of thirty (30) days. The Members may, at a meeting of Members by resolution passed by persons present who are entitled to vote and represent ownership of a majority of the Units, remove any Director before the expiration of his term of office and may, by a majority of the votes cast at that

meeting, elect any qualified person in his place and stead for the remainder of his term.

6.13 Chairman. The President of the Corporation and in his absence a Vice-President of the Corporation shall preside as Chairman of every meeting of directors of the Corporation. In the absence of the President and Vice-President, the directors of the Corporation shall designate one of their number to preside. The Chairman may vote at any meeting of directors.

6.14 Votes to Govern. Questions arising at any meeting of the directors shall be decided by a majority of the votes of the directors present at such meeting and in case of an equality of votes, the Chairman of the meeting shall be entitled to cast a tie-breaking vote.

6.15 Compensation. The directors shall receive such compensation as may from time to time be decided by by-law.

ARTICLE VII

OFFICERS

7.01 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 elections the then incumbent, if a member of the Board, shall hold office until his successor is elected. A vacancy occurring from time to time in such office may be filled by the Board from among its members.

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

7.03 Term of Office. The Board may by resolution remove at its pleasure any Officer of the Corporation.

7.04 President. The President shall, when present, preside at all meetings of the owners and of the Board, and shall be charged with the general supervision of the business and affairs of the Corporation. Except when the Board has appointed a General Manager or Managing Director, the President shall also have the powers and be charged with the duties of that office.

7.05 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, by the Vice-Presidents, in order of seniority as determined by the Board. If a Vice-President exercises any such duty or power the absence of the President shall be presumed with reference thereto. A Vice-President shall also perform such duties and exercise such powers as the Board may prescribe.

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

7.07 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 disbursement of funds of the Corporation; he shall render to the Board at the meeting thereof or whenever required of him an account of all his transactions as Treasurer, and of the financial position of the Corporation; and he shall perform such other duties as may from time to time be prescribed by the Board. The offices of Secretary and Treasurer may be combined.

7.08 Other Officers. The duties of all other officers of the Corporation shall be such as the terms of their engagement call for, or the Board requires of them. Any of the powers and duties of an officer to whom an assistant has been appointed may be exercised and performed by such assistant unless the Board otherwise directs.

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

ARTICLE VIII

BANKING ARRANGEMENTS AND CONTRACTS

8.01 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 designate, appoint or otherwise from time to time by resolution, 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 person as the Board may designate, direct or authorize from time to time by resolution and, to the extent therein provided, including, without restricting the generality of the foregoing, the operation of the Corporation's accounts, the making, signing, drawing, accepting, endorsing, negotiating, lodging, depositing or transferring of any cheques, promissory notes, drafts, acceptances, bills of exchange and orders relating to any property of the Corporation; the execution of any agreement relating to any such banking business and defining the rights and powers of the parties thereto; and the authorizing of any officer of such bank to do any act or thing on the Corporation's behalf to facilitate such banking business.

8.02 Execution of Instruments. Deeds, transfers, assignments, contracts and obligations on behalf of the Corporation may be signed by the President or a Vice-President together with the Secretary, or any other director. 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. Notwithstanding any provisions to the contrary contained in the by-laws of the Corporation, the Board may at any time and from time to time direct the manner in which, and the person or persons by whom, any particular deed, transfer, contract or obligation or any class of deeds, transfers, contracts or obligations of the Corporation may or shall be signed.

8.03 Execution of Certificates. Certificates provided pursuant to the Act may be signed by any officer or any director of the Corporation provided that the Board may by resolution direct the manner in which, and the person by whom, such certificates may or shall be signed.

ARTICLE IX

FINANCIAL YEAR

9.01 Until otherwise ordered by the Board, the financial year of the Corporation shall end in each year on the anniversary of the date of registration of the Declaration, or on such other day as the Board by resolution may determine.

ARTICLE X

NOTICE

10.01 Notice by the Corporation. Any notice, communication or other document, including budgets and notices of assessments required to be given or delivered by the Corporation shall be sufficiently given if delivered personally to the person to whom it is to be given, or if delivered to the address noted in the record, required pursuant to the Act, or if mailed by prepaid ordinary mail or air mail in a sealed envelope addressed to him at such address, or if sent by means of wire or wireless, or any other form of transmitted or recorded communication, to such address. Such notice, communication or document shall be deemed to have been given when it is delivered personally or delivered to the address aforesaid; provided that a notice, communication or document so mailed shall be deemed to have been given when deposited in a post office or public letter box, and a notice sent by any means of wire or wireless or any other form of transmitted or recorded communication shall be deemed to have been given when delivered to the appropriate communication company or agency or its representative for dispatch.

10.02 Notice to the Board or Corporation. Any notice, communication or other document to be given to the Board or the 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 set out in the Declaration, or changed in accordance with the requirements of the Act. Any notice, communication or document so mailed shall be deemed to have been given when deposited in a post office or public letter box.

10.03 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 the substance thereof shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise founded thereon.

ARTICLE XI

ASSESSMENT AND COLLECTION OF COMMON EXPENSES

11.01 Duties of the Board. All expenses, charges and costs of maintenance of the common elements and any other expenses, charges or costs which the Board may incur or expend pursuant hereto shall be assessed by the Board and levied against the owners in the proportions in which they are required to contribute to the common expenses as set forth in the Declaration. The Board 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, which shall include provision for a reserve funds as required by the Act. The Board shall allocate and assess such common expenses as set out in the budget for such period among the owners, according to the proportion 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 and mortgagees entered in the record kept pursuant to the Act.

11.02 Default in Payment of Assessment. Arrears of payments required to be made under the provisions of this clause shall bear interest at a rate determined by resolution of the Board and in default of such resolution shall bear interest at a rate per annum equal to the prime rate of interest as charged from time to time by the Bank of Montreal at its main office in Ottawa on loans made in Canadian currency to its most favoured commercial customers plus four percent (4%) and shall be compounded monthly until paid. 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 bring legal action for and on behalf of the Corporation to enforce collection thereof and there shall be added to any amount found due all costs of such action including costs as between a solicitor and his own client and such costs may be recoverable against the defaulting owner in the same manner as common expenses.

ARTICLE XII

DAMAGE

12.01 Procedure Where Damage Occurs. Where the Board, pursuant to the Act, has determined that there has been substantial damage to twenty-five percent (25%) of the buildings, a meeting of the owners shall be called for the purpose of voting for termination.

12.02 Plans and Specifications. A complete set of all the plans and specifications given to the Board by the Declarant, together with 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 or mortgagee.

ARTICLE XIII

INSURANCE TRUSTEE AND PROCEEDS OF INSURANCE

Insurance Trustee

13.01.1 The Corporation shall enter into an agreement with an Insurance Trustee which shall be a trust company registered under The Loan and Trust Corporations Act, or shall be a chartered bank, which agreement shall, without limiting its generality, provide the following:

- (a) the receipt by the Insurance Trustee of any proceeds of insurance payable by the Corporation;
- (b) the holding of such proceeds in trust for those entitled thereto pursuant to the provisions of the Declaration;
- (c) the disbursement of such proceeds in accordance with the provisions of the Insurance Trust Agreement; and
- (d) the notification by the Insurance Trustee to the mortgagees of any insurance moneys received by it.

13.01.2 In the event that the Corporation is unable to enter into such agreement with such trust company or such chartered bank, by reason of its refusal to act, the Corporation may enter into such agreement with such other corporation authorized to act as a trustee, as the owners may approve by by-law at a meeting called for that purpose. The Corporation shall pay the fees and disbursements of any insurance trustee and any fees and disbursements shall constitute a common expense.

13.02 Insurance Proceeds. In the event that:

- (a) the Corporation is obligated to repair any unit insured in accordance with the provisions of the Act, the Insurance Trustee shall, subject to the provisions of Article 14.02(e), hold all proceeds for the Corporation and shall disburse same in accordance with the provisions of the Insurance Trust Agreement in order to satisfy the obligation of the Corporation to make such repairs;
- (b) there is no obligation by the Corporation to repair any unit in accordance with the provisions of the Act, and

there is termination in accordance with the provisions of the Act, or otherwise, the Insurance Trustee shall hold all proceeds for the owners in the proportion of their respective interests in the common elements and shall pay such proceeds to the owners in such proportions upon registration of a notice of termination by the Corporation. Notwithstanding the foregoing, any proceeds payable as aforesaid shall be subject to payment in favour of any mortgagee or mortgagees to whom such loss is payable in any policy of insurance and in satisfaction of the amount due under a Notice of Lien registered by the Corporation against such unit, in accordance with the priorities thereof;

- (c) the Board, in accordance with the provisions of the Act, determines that:
- (i) there has not been substantial damage to twenty-five percent (25%) of the building; or
 - (ii) determines that there has been substantial damage to twenty-five percent (25%) of the building and within sixty (60) days thereafter the owners who own eighty percent (80%) of the units do not vote for termination;

the Insurance Trustee shall hold all proceeds for the Corporation and the owners whose units have been damaged and shall disburse same in accordance with the provisions of the Insurance Trust Agreement in order to satisfy their respective obligations to make repairs pursuant to the provisions of the Declaration and the Act.

ARTICLE XIV

INSURANCE

14.01 By the Corporation. The Corporation shall obtain and maintain the following insurances:

- (a) Insurance against fire, major perils and such other perils as the Board may from time to time deem advisable insuring:
 - (i) the buildings, structural fixtures, units, common elements and property, but excluding improvements, alterations and betterments made or acquired by an owner;
 - (ii) personal property owned by the Corporation but not including furnishings, furniture or other personal property supplied or installed by the owners;in an amount equal to the replacement cost of such real and personal property;
- (b) Insurance against the Corporation's liability arising from the ownership, use or occupation, by or on its behalf, machinery, pressure vessels and motor vehicles to the extent required as the Board may from time to time deem advisable;
- (c) Public liability and property damage insurance, and insurance against the Corporation's liability resulting from breach of duty as occupier of the common elements insuring the liability of the Corporation and the owners from time to time, with limits to be determined by the Board, but not less than One Million Dollars (\$1,000,000.00), and without right of subrogation as against the Corporation, its manager, agents, employees and servants, and as against the owners and any member of

the household or guests of any owner or occupant of a unit.

14.02 Every policy of insurance referred to in Clauses 14.01(a) and (b) shall insure the interests of the Corporation and the owners from time to time, as their respective interests may appear, with mortgagee endorsements, which shall be subject to the provisions of the Declaration and the Insurance Trust Agreement, and shall contain the following provisions:

- (a) waivers of subrogation, against the Corporation, its manager, agents, employees and servants and as against the owners, and any member of the household or guests of any owner or any tenant or occupant of a unit, except for arson, fraud, vehicle impact, vandalism, or malicious mischief;
- (b) that such policy or policies of insurance shall not be terminated or substantially modified without at least sixty (60) days' prior written notice to the Corporation and to the Insurance Trustee;
- (c) waivers of any defence based on co-insurance or of invalidity arising from the conduct or any act or omission or breach of statutory condition of any insured;
- (d) any coverage provided or monies payable under any insurance purchased by any Owner, occupant or mortgagee shall not be brought into contribution with any coverage or monies payable pursuant to policies held by the Corporation;
- (e) that loss shall be payable to the Insurance Trustee where such proceeds exceed Five Thousand Dollars (\$5,000.00), otherwise to the Corporation;
- (f) a waiver of the insurer's option to repair, rebuild or replace in the event that after damage the government of the property by the Act is terminated.

14.03 General Provisions. Prior to obtaining any policy or policies of insurance under paragraphs 14.01(a) and (b) of this Article, or any renewal or renewals thereof and at such other time as the Board may deem advisable and also upon the request of the mortgagee or mortgagees holding mortgages on fifty percent (50%) or more of the units, the Board shall obtain an appraisal from an independent qualified appraiser of the full replacement cost of the assets for the purpose of determining the amount of insurance to be effected and the cost of such appraisal shall be a common expense.

14.04 The Board shall have the exclusive right, on behalf of itself and as agents for the owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation, and to give such releases as are required, and any claimant, including the owner of a damaged unit, shall be bound by such adjustment. The Board may, however, authorize an owner in writing to adjust any loss to his unit.

14.05 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 twenty (20) days before the expiry of any current insurance policy. The 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. A certificate or memorandum of all insurance policies and endorsements thereto and renewal certificates thereof shall be furnished only to each owner and mortgagee who has notified the Corporation that he has become an owner or mortgagee.

14.06 No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation, or to direct that loss shall be payable in any manner other than as provided in the Declaration and the Act.

14.07 By the Owner. It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the Corporation and that the following insurance, or any other insurance, if deemed necessary or desirable by any owner, may be obtained and maintained by such owner:

- (a) Insurance on any additions, improvements or betterments made by the owner to his unit and for furnishings, fixtures, equipment, decorating and personal property and chattels stored elsewhere on the property, including his automobile or automobiles, and for loss of use and occupancy of his unit in the event of damage. Every such policy of insurance shall contain waiver of subrogation against the Corporation, its manager, agents, employees and servants, and against the other owners and any members of their household, or guests, except for arson, fraud, vehicle impact, vandalism or malicious mischief;
- (b) Public liability insurance covering any liability of any owner to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation.

ARTICLE XV

INDEMNIFICATION

15.01 Each owner shall indemnify and save harmless the Corporation from and against any loss, costs, damage, injury or liability whatsoever which the Corporation may suffer or incur resulting from or caused by an act or omission of such owner, his family or any member thereof, and other resident of his unit or any guests, invitees or licensees of such owner or resident to or with respect to the common elements and/or all other units, except for any loss, costs, damages, injury or liability caused by an insured (as defined in any policy or policies of insurance) and insured against by the Corporation.

15.02 All payments pursuant to Article 15.01 are deemed to be additional contributions toward the common expenses and are recoverable as such.

ARTICLE XVI

RULES AND REGULATIONS

16.01 The rules and regulations attached hereto as Schedule "A" shall be observed by the owners and the term "owner" shall include the owner or any other person occupying the unit with the owner's approval. The owners may from time to time make such additional rules or regulations or vary and amend such rules and 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 XVII

MISCELLANEOUS

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

17.02 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.

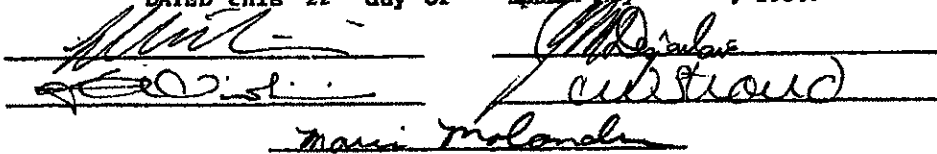
17.03 Waiver. No restriction, condition, obligation or provision contained in this by-law shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.

17.04 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.

17.05 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 No. 1 is hereby passed by the directors of the Corporation pursuant to The Condominium Act of Ontario as evidenced by the respective signatures hereto of all the directors.

DATED this 22 day of ~~April~~ May, 1984.

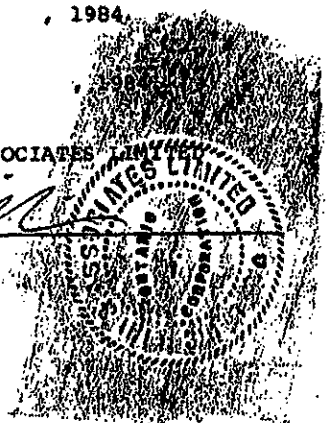

The block contains three handwritten signatures on horizontal lines. The first signature is on the left, the second is in the middle, and the third is on the right. Below the second and third signatures, the name 'Mauri Molander' is written in cursive.

The undersigned, which owns one hundred percent (100%) of the units, hereby confirms, pursuant to the provisions of The Condominium Act of Ontario, the foregoing By-law No. 1 of the said Corporation signed by all the directors of the said Corporation as By-law No. 1 hereto pursuant to the provisions of the said Condominium Act on the 22 day of ~~April~~ May, 1984.

DATED this 22 day of ~~April~~ May

L. NICOLINI & ASSOCIATES LIMITED

PER: 
President



SCHEDULE "A"

RULES AND REGULATIONS

1.01 Enactment of Rules. The Board may make rules respecting the use of common elements and units or any of them to promote the safety, security or welfare of the owners and of the property or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and of other units. Any rule made shall be effective thirty (30) days after notice thereof has been given to each owner unless the Board is in receipt of a requisition in writing, pursuant to Section 19 of the Act, requiring a meeting of owners to consider the rules.

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

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

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

1.03 Rules for Use of Common Elements.

- (a) The common elements, save and except the parts of the common elements designated for exclusive use by an owner, shall not be obstructed by any owner, his family, guests,

tenants, servants, agents or visitors or used by any of them for any purpose other than for ingress and egress to and from their respective units or for such purposes as the Board may direct.

- (b) No owner shall place, leave or permit to be placed or left in or upon the common elements, any goods, things, debris, refuse or garbage.
- (c) No one shall harm, mutilate, destroy, alter or litter or allow pets to litter any of the landscaping work on the property, including but not limited to grass, trees, shrubs, hedges, flowers or flower beds.
- (d) No house, tent, truck, boat, boat trailer, camper van trailer, equipment, machinery or any other vehicle, other than a passenger automobile not exceeding six (6) feet in height, shall be parked, placed, located, kept or maintained on any part of the common elements.
- (e) No repairs or adjustments to motor vehicles or automobiles or the washing thereof may be carried out on the common elements by owners.
- (f) No television antenna, aerial, tower or similar structure and appurtenances thereto shall be erected on or fastened to the outside of any unit.
- (g) No building or structure or tent shall be erected and no trailer either with or without living, sleeping or eating accommodation shall be placed, located, kept or maintained except on the exclusive use common elements allocated to the owner.
- (h) Any loss, cost or damages incurred by the Corporation by reason of a breach of any rules in force from time to time by any owner, his family guests, servants, agents or occupants of his unit shall be borne by such owner and may be recovered by the Corporation against such owner in the same manner as common expenses.
- (i) No debris, garbage or refuse shall be left or placed in or upon the common elements other than on the garbage site provided for that purpose and all garbage shall be placed in suitable and properly closed containers before being placed on the garbage site.
- (j) The Management Company shall be advised with respect to, and shall have the right to control the times and manner of, any major moves of household effects into or out of the units.

369654 (4)
369554

DATED: May 22nd, 1984.

CARLETON CONDOMINIUM CORPORATION NO. 239

BY-LAW NO. 2

REGISTERED LAND TITLES
ONTARIO
84 JUN 8 PM 3 52

Susan Webb
SUSAN WEBB
ASSISTANT DEPUTY LAND
REGISTRAR

LAND REGISTRY #4

REC. BY	BOP
F.F. NO. OR PAGE	30x50
ASST. BY	PL
CHECKED BY	
MICRO. BY	8

GOLDBERG, SHINDER, GARDNER, KRONICK & TRAVEL
Barristers & Solicitors
307 Gilmour Street
Ottawa, Ontario
K2P 0P7

(CWS/mm/34,017/Nicolini #2 - Cummings)

8#6591 00017.00

1 X COPY -
\$17.00

SPECIAL BY-LAW NO. 2
Being a Special By-Law of
CARLETON CONDOMINIUM CORPORATION NO. 239

BE IT ENACTED AND IT IS HEREBY ENACTED as a special by-law of CARLETON CONDOMINIUM CORPORATION NO. 239 (hereinafter called the "Corporation") that:

1. The Corporation is hereby authorized to enter into the following agreements affecting the common elements, in the forms annexed hereto.

(a) Agreement dated May 22, 1984 between the Corporation and Skyline Cablevision Limited and Eaton Bay Trust Company;

(b) Agreement dated May 22, 1984 between the Corporation and The Hydro-Electric Commission of the City of Gloucester and L. Nicolini & Associates Limited.

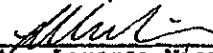
(c) Agreement dated May 22, 1984 between the Corporation and L. Nicolini Construction Limited.

(d) Agreement dated May 22, 1984 between the Corporation and Guaranty Trust Company of Canada.

2. The President and Secretary of the Corporation be and they are hereby authorized to execute the above Agreements on behalf of the Corporation and all such other documents as may be required to give effect thereto, and where necessary, to affix the corporate seal of the Corporation to such documents.

ENACTED THIS 22nd day of May, 1984

WITNESS the corporate seal of the Corporation.



President - Lorenzo Nicolini



C. Warren Stroud



Secretary - Gino Nicolini



Jean-Marc Desjarlais



Maria Malandra



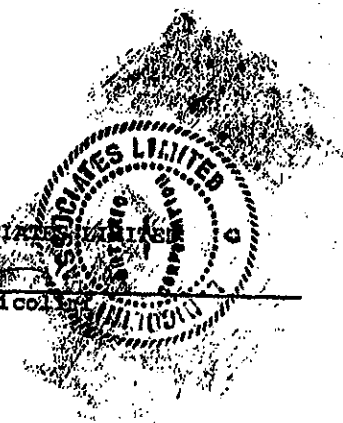
The undersigned, which owns one hundred percent (100%) of the units, hereby confirms, pursuant to the provisions of THE CONDOMINIUM ACT of Ontario, the foregoing Special By-law No. 2 of the said Corporation signed by all the directors of the said Corporation as Special By-law No. 2 hereto pursuant to the provisions of the said CONDOMINIUM ACT on the 22nd day of May, 1984.

DATED this 22nd day of May, 1984.

L. NICOLINI & ASSOCIATES, INC.

Per: 

Lorenzo Nicolini



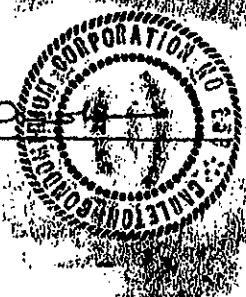
369654

CERTIFICATE

CARLETON CONDOMINIUM CORPORATION NO. 239 hereby certifies that the Special By-Law No. 2 attached hereto was made in accordance with The Condominium Act, being Chapter 84 of the Revised Statutes of Ontario, 1980, and any amendments thereto, the Declaration and the By-Laws of the Corporation, and that the said Special By-Law No. 2 has not been amended and is in full force and effect.

DATED AT the City of Ottawa, in the Regional Municipality of Ottawa-Carleton this 22nd day of May, 1984.

By: 
Secretary



The undersigned, which owns one hundred percent (100%) of the units, hereby confirms, pursuant to the provisions of THE CONDOMINIUM ACT of Ontario, the foregoing Special By-law No. 2 of the said Corporation signed by all the directors of the said Corporation as Special By-law No. 2 hereto pursuant to the provisions of the said CONDOMINIUM ACT on the 22nd day of May, 1984.

DATED this 22nd day of May, 1984.

L. NICOLINI & ASSOCIATES LIMITED

Per: 

Lorenzo Nicolini



369654

CERTIFICATE

CARLETON CONDOMINIUM CORPORATION NO. 239 hereby certifies that the Special By-Law No. 2 attached hereto was made in accordance with The Condominium Act, being Chapter 84 of the Revised Statutes of Ontario, 1980, and any amendments thereto, the Declaration and the By-Laws of the Corporation, and that the said Special By-Law No. 2 has not been amended and is in full force and effect.

DATED AT the City of Ottawa, in the Regional Municipality of Ottawa-Carleton this 22nd day of May, 1984.

By: 
Secretary





Document General

Form 4 - Land Registration Reform Act

CAKEware Inc.
1418 367-0600
08/1993

D

FOR OFFICE USE ONLY	152022 '98 03 24 12 43 SUSAN VIEB CERTIFICATION OFFICER	(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/>	(2) Page 1 of 8 pages	
		(3) Property Identifier(s) Block 15239-0001 to 15239-0022 inclusive Property		Additional: See Schedule <input type="checkbox"/>
		(4) Nature of Document SPECIAL BY-LAW NO. 3 (CONDOMINIUM ACT)		
		(5) Consideration Two dollars Dollars \$2.00		
		(6) Description All of the Units and Common Elements of Carleton Condominium Plan No. 239, City of Gloucester, Regional Municipality of Ottawa-Carleton		
New Property Identifiers Additional: See Schedule <input type="checkbox"/>		(7) This Document Contains (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>		
Executions Additional: See Schedule <input type="checkbox"/>		(8) This Document provides as follows: See Schedule		
		Continued on Schedule <input type="checkbox"/>		
(9) This Document relates to Instrument number(s)				
(10) Party(ies) (Set out Status or Interest) Name(s) Signature(s) Date of Signature Y M D				
CARLETON CONDOMINIUM CORPORATION NO. 239 (Owner)		Per: <i>[Signature]</i> Name: Michael Spionger Title: Vice President		9 8 9 10
I/We have authority to bind the Corporation.		Per: Name: Title:		
(11) Address for Service c/o 282 Dupuis Street, 4th Floor, Vanier, ON K1L 7H9				
(12) Party(ies) (Set out Status or Interest) Name(s) Signature(s) Date of Signature Y M D				
(13) Address for Service				
(14) Municipal Address of Property Eady Court Gloucester, ON		(15) Document Prepared by: The Consumers' Gas Company Ltd. 181 Consumers Drive Whitby, Ontario L1N 1C4 L-24299S (WP)		Fees and Tax Registration Fee 50 - Total


Additional Property Identifier(s) and/or Other Information

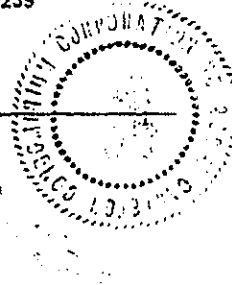
CARLETON CONDOMINIUM CORPORATION NO. 239
CONDOMINIUM ACT
CERTIFICATE

Carleton Condominium Corporation No. 239 hereby certifies that the Special By-Law Number 3 attached hereto was made in accordance with the Condominium Act, being Chapter C26 of the Revised Statutes of Ontario, 1990 and any amendments thereto, the Declaration and the By-Laws of the Corporation, and that the said Special By-Law Number 3 has not been amended and is in full force and effect.

Dated at the City of Gloucester in the Regional Municipality of Ottawa-Carleton this 10th of 10/19/98 1998

CARLETON CONDOMINIUM CORPORATION NO. 239

By: 
Name: Michel Belanger
Title: Vice President



I have the authority to bind the Corporation

FOR OFFICE USE ONLY

Additional Property Identifier(s) and/or Other Information

CARLETON CONDOMINIUM CORPORATION NO. 239
SPECIAL BY-LAW NO. 3

BE IT ENACTED as a special by-law of Carleton Condominium Corporation No. 239 (hereinafter referred to as the "Corporation") as follows:

That the Corporation enter into a gas service easement agreement with The Consumers' Gas Company Ltd. (hereinafter called the "Gas Company"), for the purpose of granting the Gas Company, in the form of the Easement Agreement attached hereto as Schedule "A", a right, license and easement over the common elements of the Corporation in order to facilitate the Gas Company's ability to install, maintain, repair, replace and operate the Gas Company's gas lines situate thereon and thereunder.

That the President or Secretary of the Corporation be and he is hereby authorized to execute the Gas Easement Agreement on behalf of the Corporation, together with all the other documents and instruments which are ancillary thereto (with or without the corporate seal of the Corporation affixed thereto), including without limitation, all instruments, applications and/or affidavits which may be required in order to register the Gas Easement Agreement (and any transfer or conveyance or easements) against the title to the condominium property and/or adjacent lands, if so required or desired by the Gas Company. The affixation of the corporate seal of the Corporation to all such documents and instruments is hereby authorized, ratified, sanctioned and confirmed.

The foregoing by-law is hereby enacted as Special By-Law No. 3 of Carleton Condominium Corporation No. 239.

Dated at the City of Gloucester in the Regional Municipality of Ottawa-Carleton this 16th day of Sept, 1998

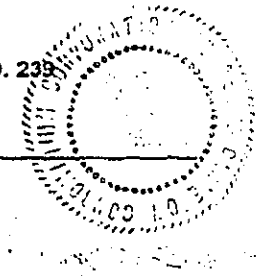
CARLETON CONDOMINIUM CORPORATION NO. 239

Per: *[Signature]*

Name: *Michel Belanger*

Title: *Vice President*

I have the authority to bind the Corporation



FOR OFFICE USE ONLY



Schedule "A"
Transfer/Deed of Land
Form 1 - Land Registration Reform Act

CAKEware Inc.
(416) 387-0600
08/1993

A

FOR OFFICE USE ONLY

<p>(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/></p> <p>(2) Page 1 of 9 pages</p> <p>(3) Property Identifier(s) Block Property 15239-0001 to 15239-0022 Inclusive</p> <p>(4) Consideration Two dollars Dollar \$ 2.00</p> <p>(5) Description This is a: Property Division <input type="checkbox"/> Property Consolidation <input type="checkbox"/> All of the Units and Common Elements of Carleton Condominium Plan No. 239, City of Gloucester, Regional Municipality of Ottawa-Carleton</p> <p>New Property Identifiers Additional: See Schedule <input type="checkbox"/></p> <p>Executions Additional: See Schedule <input type="checkbox"/></p>	<p>Additional: See Schedule <input type="checkbox"/></p>
--	--

(6) This Document Contains	(a) Redescription New Easement Plan/Sketch <input checked="" type="checkbox"/>	(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>	(7) Interest/Estate Transferred Fee Simple Easement
----------------------------	--	--	--

(8) Transferor(s) The transferor hereby transfers the land to the transferee and certifies that the transferor is at least eighteen years old and that

Name(s) CARLETON CONDOMINIUM CORPORATION NO. 239	Signature(s) Per: <i>[Signature]</i> Name: Title:	Date of Signature Y M D 9 8 9 10
We have authority to bind the corporation		
Per: Name: Title: <i>[Signature]</i>		

(9) Spouse(s) of Transferor(s) I hereby consent to this transaction	Signature(s)	Date of Signature Y M D
---	--------------	----------------------------

(10) Transferor(s) Address c/o 282 Dupuis Street, 4th Floor, Vanier, ON K1L 7H9 for Service

(11) Transferee(s) THE CONSUMERS' GAS COMPANY LTD.	Name: Title:	Date of Birth Y M D
We have the authority to bind the corporation		
Name: Richard Langstaff Title: Manager, Land Department		

(12) Transferee(s) Address P.O. Box 650, Scarborough, Ontario M1K 5E3 for Service

(13) Transferor(s) The transferor verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene section 50 of the Planning Act.	Date of Signature Y M D	Date of Signature Y M D
Signature _____		
Solicitor for Transferor(s) I have explained the effect of section 50 of the Planning Act to the transferor and I have made inquiries of the transferor to determine that this transfer does not contravene that section and based on the information supplied by the transferor, to the best of my knowledge and belief, this transfer does not contravene that section. I am an Ontario solicitor in good standing.		
Name and Address of Solicitor _____		
Signature _____		

(14) Solicitor for Transferee(s) I have investigated the title to this land and to abutting land where relevant and I am satisfied that the title records reveal no contravention as set out in subclause 50(22)(c)(ii) of the Planning Act and that to the best of my knowledge and belief this transfer does not contravene section 50 of the Planning Act. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.	Date of Signature Y M D	Date of Signature Y M D
Name and Address of Solicitor _____		
Signature _____		

(15) Assessment Roll Number of Property	City, Mun, Map	Sub.	Par.	Multiple	
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(16) Municipal Address of Property Eady Court Gloucester, ON	(17) Document Prepared by: The Consumers' Gas Company Ltd. 101 Consumers Drive Whitby, Ontario L1N 1C4 L-24299S	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="2">Fees and Tax</th> </tr> <tr> <td>Registration Fee</td> <td></td> </tr> <tr> <td>Land Transfer Tax</td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td>Total</td> <td></td> </tr> </table>	Fees and Tax		Registration Fee		Land Transfer Tax				Total	
Fees and Tax												
Registration Fee												
Land Transfer Tax												
Total												

FOR OFFICE USE ONLY

Additional Property Identifier(s) and/or Other Information

EASEMENT - CONDOMINIUM

THIS GRANT OF EASEMENT is dated the 26th day of August, 1998

AMONG:

CARLETON CONDOMINIUM CORPORATION NO. 239
(the "Corporation")

AND

THE CONSUMERS' GAS COMPANY LTD.
(the "Company")

WHEREAS:

- A. The Company has constructed or intends to construct gas lines, piping, meters, attachments, apparatus, appliances, markers, fixtures, works and other equipment (collectively, the "Equipment") in, on and under the land described in Box 5 on the Transfer/Deed of Land to which this agreement is attached (collectively the "Property");
- B. For the purpose of operating, repairing and maintaining the Equipment the Company has requested the right to enter upon the Property;
- C. Pursuant to the Condominium Act and the Declaration creating the Corporation, the Corporation is authorized to manage and maintain the Property as defined by such Act and pursuant to a special by-law registered as Instrument No. _____ is authorized to enter into this agreement.

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

1. The Corporation grants to the Company the free, uninterrupted and unobstructed easement, right and licence in perpetuity to enter upon the Property including the common elements for the purpose of surveying, constructing, laying, using, installing, repairing, inspecting, replacing, removing, renewing, expanding, enlarging, altering, reconstructing, operating and maintaining the Equipment in, on and under the Property, for the purpose of the delivery of natural and/or manufactured gas to the Property together with the right and licence of free uninterrupted and unobstructed access to the Property including the common elements 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.
2. The rights granted to the Company herein shall be binding on the Property and shall be of benefit to the distribution system of the Company as it exists from time to time and the lands owned by the Company which are used in connection therewith including the lands described in Schedule "A" hereto.
3. At its expense as soon as reasonably possible after the exercise of its rights hereunder, the Company shall remove all surplus soil and debris from the Property and restore it to its former state so far as is reasonably practicable.
4. Before the commencement of any work which may affect the Equipment, the Corporation shall advise the Company of its intent so to do. The Company will attend upon the Property and advise the Corporation of the location of the Equipment so that such work is carried out by the Corporation without injury to the Equipment.

Additional Property Identifier(s) and/or Other Information

5. The Corporation shall be responsible to the Company for any damage to the Equipment caused by the Corporation, its contractors, agents, workmen or employees.
6. If the Corporation requires the Company to relocate any portion of the Equipment, it shall give the Company reasonable notice in writing thereof and shall bear the entire cost of such relocation.
7. The Corporation shall make no changes, alterations or additions to any part of the Property that would affect the Equipment and/or the rights granted to the Company hereunder including any change which interferes with the accessibility to the Equipment.
8. The Corporation represents and warrants that the Property has not been used for the storage of and does not contain any toxic, hazardous, dangerous, noxious, or waste substances or contaminants (collectively the "Hazardous Substances"). If the Company encounters any Hazardous Substances in undertaking any work it shall give notice to the Corporation. At the expense of the Corporation, the Company (or, at the Company's option, the Corporation) shall effect the removal of such Hazardous Substances in accordance with the laws, rules and regulations of all applicable public authorities. The Company shall not bring any Hazardous Substances on the Property. In acquiring its interests in the Property pursuant to this agreement, the Company shall be deemed not to acquire the care or control of the Property or any component thereof.
9. Notwithstanding any rule or law or equity, all of the Equipment shall be deemed to be the property of the Company even though the same may be annexed or affixed to the Property.
10. 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.
11. 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 has been used and vice versa, as the case may be.

SCHEDULE "A"

TRANSFEREE'S LANDS

FIRSTLY:

In the City of Brockville (formerly Township of Elizabethtown), in the County of Leeds in the Province of Ontario, being composed of part of Lot 15, Concession 3, in the said Township, and which said parcel of land containing by admeasurement seven hundred and eight one-thousandths of an acre (0.708 ac.) be the same more or less, is more particularly described as follows:

Bearings Herein are referred to the North-westerly limit of the road allowance between Concessions 2 and 3 as widened across Lot 15, assumed to be North forty-eight degrees forty-three minutes thirty seconds East (N 48°43'30"E) and relating to all bearing herein thereto;

Commencing at a survey monument planted at the intersection of the North-easterly limit of a travelled road traversing Lot 15 and running in a North-westerly direction, and the North-westerly limit of road allowance between Concessions 2 and 3 as widened, said widened limit being a line drawn parallel to and distant thirteen feet (13.00') measured North-westerly at right angles from the South-easterly limit of Lot 15, Concession 3, said point of commencement being distant two hundred and ninety-one feet more or less (291.00' ±) measured North forty-eight degrees forty-three minutes thirty seconds East (N 48°43'30"E) along the said North-westerly limit of the road allowance between Concession 2 and 3 as widened, from its intersection with the line between Lots 15 and 16, Concession 3;

Thence North forty-eight degrees forty-three minutes thirty seconds East (N 48°43'30"E) along the North-westerly limit of the road allowance between Concessions 2 and 3 as widened, two hundred and eight feet (208.00') to a point;

Thence North thirty-two degrees seventeen minutes thirty seconds West (N 32°17'30"W) along a line parallel to the North-easterly limit of the aforementioned travelled road, one hundred and thirty-three and thirty-eight one-hundredths feet (133.38') to a point;

Thence South fifty eight degrees zero minutes West (S 58°00'W), two hundred and five and forty-seven one-hundredths feet more or less (205.74' ±) to a point in the said North-easterly limit of the travelled road, distant one hundred and sixty-seven feet (167.00') measured North thirty-two degrees seventeen minutes thirty seconds West (N 32°17'30"W) thereon from the point of commencement.

Thence South thirty-two degrees seventeen minutes thirty seconds East (S 32°17'30"E) along the said North-easterly limit of the travelled road, one hundred and sixty-seven feet (167.00') to the point of commencement.

As described in Instrument No. 11986.

SECONDLY:

In the City of Gloucester, in the Regional Municipality of Ottawa-Carleton (formerly in the Township of Gloucester), and being composed of Part of Lot 6, Concession 6, (Rideau Front), and being designated as Part 2 on a Plan of Survey deposited in the Land Registry Office for the Registry Division of Ottawa-Carleton (No. 5) as Plan 5R-5963.

Additional Property Identifiers and/or Other Information

AFFIDAVIT

1. *Michael Belonger* of the City of Gloucester make oath and say that:

- 1. I am an officer of Carleton Condominium Corporation No. 239 (the "Corporation") and as such have knowledge of the matters herein set out.
- 2. The Corporation was authorized to execute the attached easement pursuant to a special by-law of the Corporation.

SWORN BEFORE ME

at the City of ~~Ottawa~~ *Gloucester*
 in the Regional Municipality of Ottawa-Carleton
 dated the *10* day of *September*, 1998

Michael Belonger

DONNA MARIE FERGUSON, a Commissioner,
 for the ~~City of Gloucester District of Ottawa~~
 C.A. Commissioner, etc. Associates Limited
 and Nicolini Construction Inc.
 Expires August 26, 1999.

FOR OFFICE USE ONLY

8

Schedule "A"

**CARLETON CONDOMINIUM CORPORATION NO. 239
BY-LAW NO. 4**

BE IT ENACTED as By-law No. 4 (being a By-law to define standard units and a by-law respecting insurance deductibles) of Carleton Condominium Corporation No. 239 (hereinafter referred to as the "Corporation") as follows:

**ARTICLE I
DEFINITIONS AND PURPOSE**

- (1) 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.
- (2) In this By-law, the term "deductible" means: The amount that is the lesser of the cost of repairing the damage and the deductible limit of the insurance policy obtained by the Corporation (in the case of an insurable event under the said policy). Note that a deductible (and a deductible loss) can exist whether or not the corporation decides to make an insurance claim.
- (3) The purpose of this By-law is to define the standard units and to deal with responsibility for deductibles in this condominium.

**ARTICLE II
STANDARD UNITS**

- (1) 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.
- (2) 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 parts of the units. To the extent that the attached schedules include features which are part of the common elements, they are included for reference and information purposes. They are not intended to be part of the standard unit.
- (3) 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 description and the schedules to this By-law, the schedules to this By-law shall prevail.
- (4) Unless otherwise indicated herein, the following items shall form part of the standard unit and shall simply be of standard quality and installation and in accordance with all relevant or applicable codes and regulations:

light switches and cover plates
electrical outlets and cover plates
plumbing
drains
insulation
ducting, venting and associated fans
smoke detectors
vapour barrier
drywall, taped and sanded, with one coat of primer and one coat of white latex paint

electrical wiring
 cable and phone connections
 trim, with one coat of primer and one coat of white latex paint
 interior door hardware
 cabinet hardware (bathroom(s) and kitchen)

- (5) All replacement materials and re-construction shall conform to the current Ontario Building Code, Ontario Fire Code, Ontario Electrical Safety Code, current Municipal regulations and by-laws, and all applicable bulletins in force. If any component of the standard unit must be upgraded or changed in order to comply with any applicable governmental regulation or code or other law applicable to the repair of insured damage or destruction, the said upgrade or change shall be considered part of the standard unit despite not being clearly defined herein as being part of the standard unit.
- (6) Where the schedules to this By-law refer to specific brands of equipment or materials, this shall be deemed to include equivalent brands.
- (7) In this condominium, there are two (2) different classes of standard units. Each class is based upon a different model of unit in this condominium. The standard unit for each class or model is defined and described further in plans and specifications contained in the schedule(s) indicated for the particular class. The classes and schedule(s) are as follows:

Class Number	Class Description	Units	Schedule(s)
1	Type "A"	Units 1, 2, 3, 4, 5, 6, 7, 18, 19, 20, 21, 22, Level 1	1 & 2
2	Type "B"	Units 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17, Level 1	3 & 4

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. (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) The standard unit description(s) in this by-law replace(s) any previous standard unit description(s) (for the same classes of unit), including any such description(s) provided by the declarant pursuant to Section 43 (5) (h) of the Act. Any such previous description(s) no longer apply.
- (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 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.
- (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 parts thereof may be varied, altered or repealed by a By-law passed in accordance with the provisions of the Act, and the Declaration.
- (6) Preparation: This document was prepared in the year 2014 by Nelligan O'Brien Payne LLP in conjunction with the corporation.

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

DATED this 27 day of NOVEMBER, 2014.

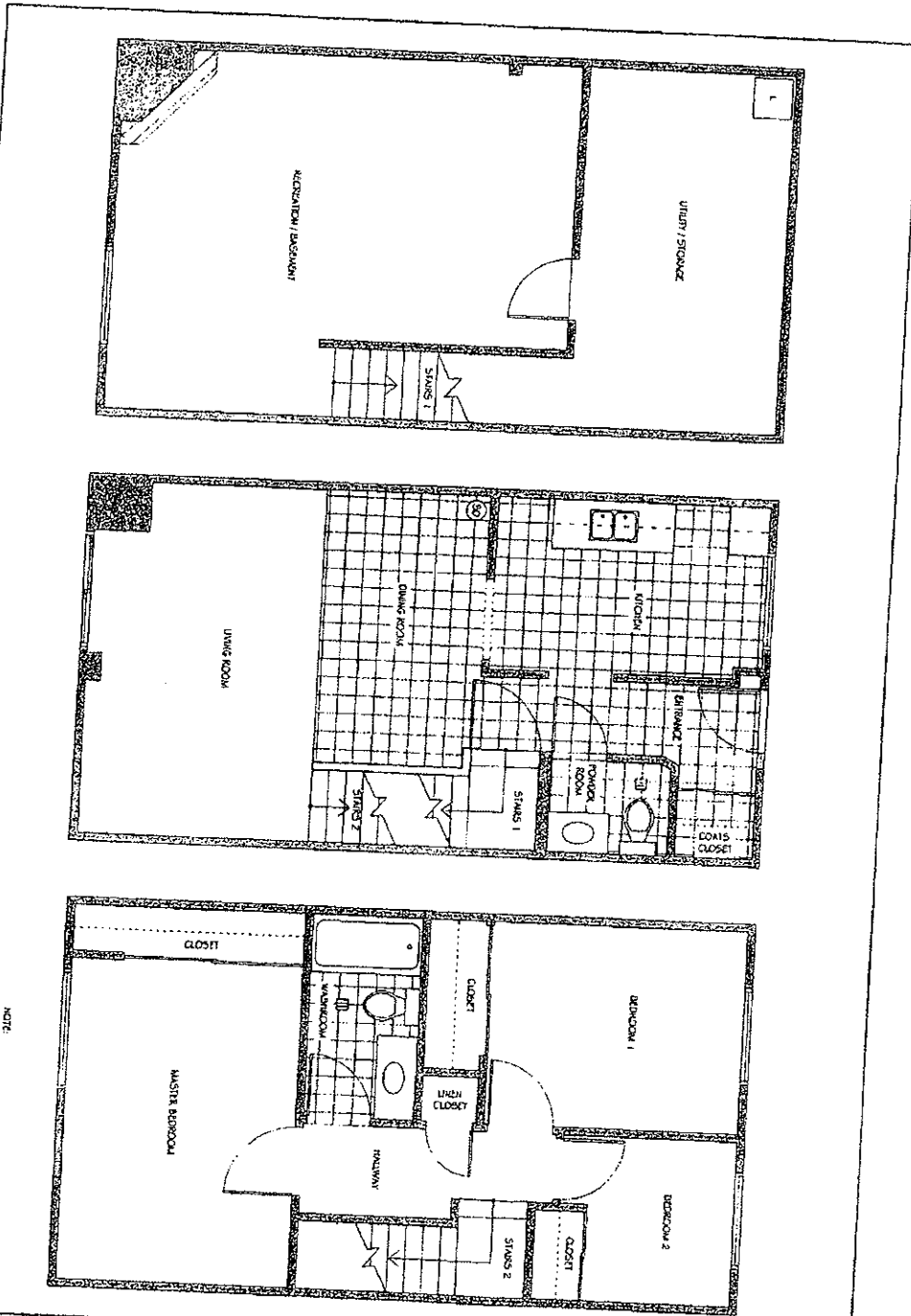
CARLETON CONDOMINIUM CORPORATION NO. 239

Manique Charon
Print Name: Manique Charon
Print Title: President

J. S. Bisson
Print Name: Vice President
Print Title: Jean-Georges Bisson

We have authority to bind the Corporation.

Schedule "1"
 Carleton Condominium Corporation No. 239
 Class 1 - Floor Plan



NOTE:
 IN THESE APARTMENT UNITS, REFRIGERATORS ARE LOCATED IN BASKET
 CABINETS, NOT IN KITCHENS. KITCHENS, KITCHEN COUNTERS, SINKS AND
 STOVE, WAREWASHERS AND REFRIGERATORS ARE LOCATED ON THE MAIN FLOOR.

Lavolette buildingengineering 154 DOWNSIDE ROAD OTTAWA (DOWNSIDE), ONTARIO, K2E 7Z5 TEL: (613) 226-4204 FAX: (613) 226-6514	Project Title: STANDARD UNIT DEFINITION CCC 239 EADY COURT, OTTAWA, ONTARIO	Date: 13-06-26	Job No: E2144
	Drawing Title: FLOOR PLAN - UNIT TYPE 'A'	Scale: N.T.S.	Drawing No: A1 of 4
		Design By: L.H.	Reviewed By: P.L.

Schedule "2"
Carleton Condominium Corporation No. 239
Class 1 - Specifications

ROOM FINISH SCHEDULE									
ROOM NAME	FLOOR		WALLS		CEILING		NOTES	GENERAL SPECIFICATIONS:	PROJECT TITLE:
	MAT'L	FINISH	MAT'L	FINISH	MAT'L	FINISH			
BEDROOM 1	WOOD	CRPT	GB	P	GB	STPL	CARPETING: CARPETING TO BE LAYED OVER EXISTING CARPET WITH REINFORCING UNDERLAYER. CARPET TO BE LAYED OVER AND OVER. CARPETING TO BE LAYED OVER EXISTING CARPETING. CARPETING TO BE LAYED OVER EXISTING CARPETING. CARPETING TO BE LAYED OVER EXISTING CARPETING.	STANDARD BUILDERS QUALITY CARPET WITH COMBINATION OF ORBITAL PATTERNED STYLE.	Project Title: STANDARD UNIT DEFINITION CCC 239 EADY COURT, OTTAWA, ONTARIO
BEDROOM 2	WOOD	CRPT	GB	P	GB	STPL			
BEDROOM CLOSETS	WOOD	CRPT	GB	P	GB	STPL	STARWELLS: CARPETED STAIRS, WOOD BALUS ON ONE SIDE.	STARWELLS: CARPETED STAIRS, WOOD BALUS ON ONE SIDE.	Drawing Title: TYPICAL UNIT TYPE 'A' ROOM FINISH SCHEDULE
COATS CLOSET	WOOD	CRPT	GB	P	GB	STPL			
DINING ROOM	WOOD	CRPT	GB	P	GB	STPL	LIGHT FIXTURES, SWITCHES & OUTLETS: STANDARD BUILDERS QUALITY LIGHT FIXTURES, SWITCHES & OUTLETS.	LIGHT FIXTURES, SWITCHES & OUTLETS: STANDARD BUILDERS QUALITY LIGHT FIXTURES, SWITCHES & OUTLETS.	Date: 13-06-26 Job No: L2144
ENTRANCE	WOOD	CRPT	GB	P	GB	STPL			
HALLWAY	WOOD	CRPT	GB	P	GB	STPL	KITCHEN & DINING CABINETS & COUNTERTOPS: PLASTIC LAMINATE ARTIFICIAL STONE CABINETS & ISLANDS WITH A POST FORMED PLASTIC LAMINATE COUNTERTOPS.	KITCHEN & DINING CABINETS & COUNTERTOPS: PLASTIC LAMINATE ARTIFICIAL STONE CABINETS & ISLANDS WITH A POST FORMED PLASTIC LAMINATE COUNTERTOPS.	Date: 13-06-26 Job No: L2144
KITCHEN	WOOD	CRPT	GB	P	GB	STPL			
LINEN CLOSET	WOOD	CRPT	GB	P	GB	STPL	FREPLACE: BUILDER QUALITY WOOD BURNING FREPLACE WITH NON-COMBUSTIBLE TILE FINISH.	FREPLACE: BUILDER QUALITY WOOD BURNING FREPLACE WITH NON-COMBUSTIBLE TILE FINISH.	Date: 13-06-26 Job No: L2144
LIVING ROOM	WOOD	CRPT	GB	P	GB	STPL			
MASTER BEDROOM	WOOD	CRPT	GB	P	GB	STPL	PLUMBING FIXTURES & FAUCETS: STANDARD BUILDERS QUALITY PLUMBING FIXTURES & FAUCETS.	PLUMBING FIXTURES & FAUCETS: STANDARD BUILDERS QUALITY PLUMBING FIXTURES & FAUCETS.	Date: 13-06-26 Job No: L2144
RECREATION / BASEMENT	WOOD	CRPT	GB	P	GB	STPL			
STAIR 1	WOOD	CRPT	GB	P	GB	STPL	HEATING: STANDARD BUILDERS QUALITY ELECTRIC RADIANT HEATING.	HEATING: STANDARD BUILDERS QUALITY ELECTRIC RADIANT HEATING.	Date: 13-06-26 Job No: L2144
STAIR 2	WOOD	CRPT	GB	P	GB	STPL			
UTILITY / STORAGE	WOOD	CRPT	GB	P	GB	STPL	EXHAUST: STANDARD BUILDERS QUALITY EXHAUST FANS.	EXHAUST: STANDARD BUILDERS QUALITY EXHAUST FANS.	Date: 13-06-26 Job No: L2144
POWER ROOM	WOOD	CRPT	GB	P	GB	STPL			
WASHROOM	WOOD	CRPT	GB	P	GB	STPL	ELECTRICAL: 200 AMP ELECTRICAL PANEL, COMPLETE WITH ALL ASSOCIATED COPPER WIRING.	ELECTRICAL: 200 AMP ELECTRICAL PANEL, COMPLETE WITH ALL ASSOCIATED COPPER WIRING.	Date: 13-06-26 Job No: L2144
USENDS:	WOOD	CRPT	GB	P	GB	STPL			

Lavolette
 buildingengineering

154 COLONNADE ROAD
 OTTAWA (NEPEAN), ONTARIO, J2E 7J5
 TEL: (613) 228-4204 FAX: (613) 228-5514

Project Title:
 STANDARD UNIT DEFINITION
 CCC 239
 EADY COURT, OTTAWA, ONTARIO

Drawing Title:
 TYPICAL UNIT TYPE 'A'
 ROOM FINISH SCHEDULE

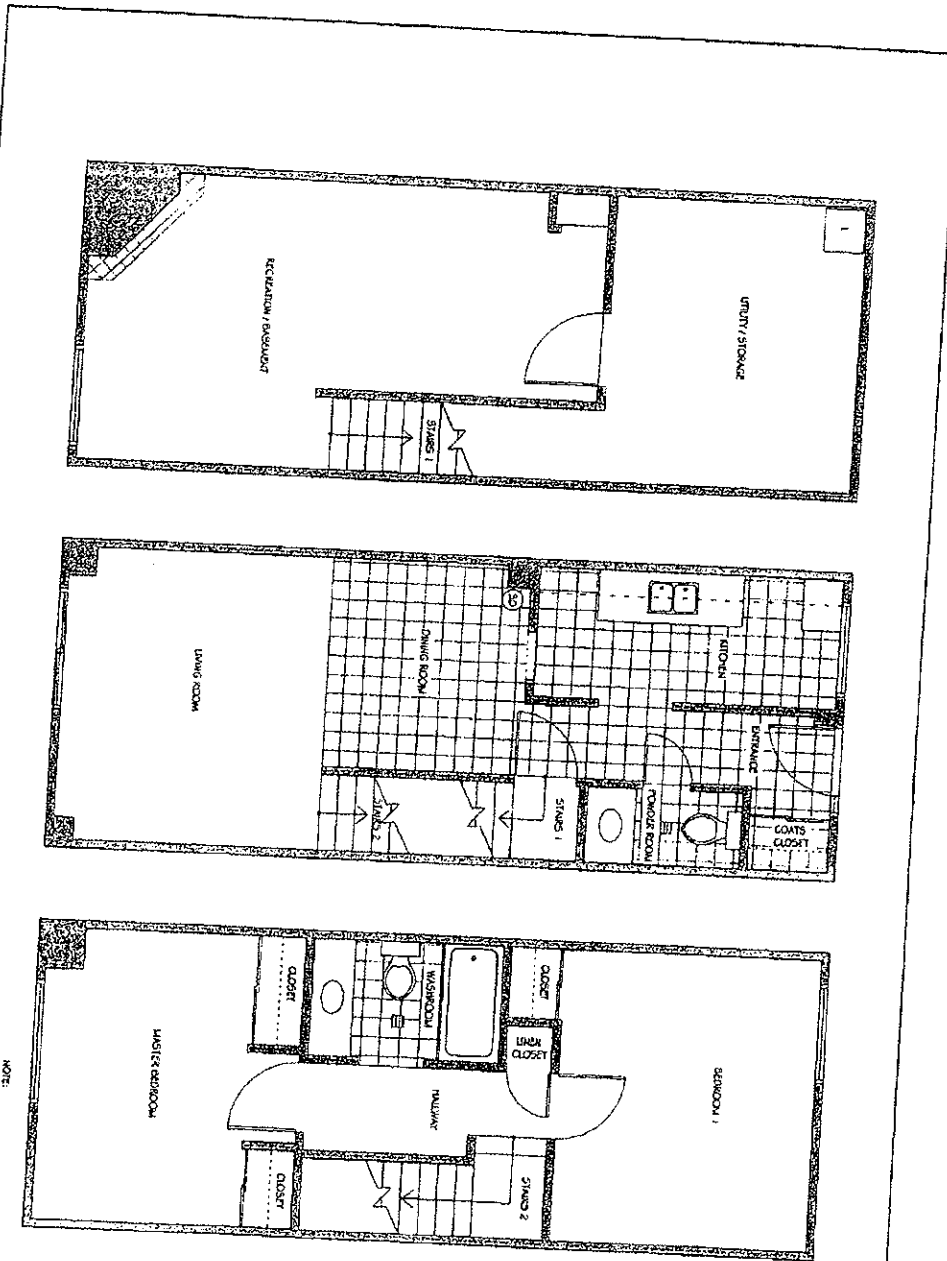
Date: 13-06-26
 Job No: L2144

Scale: N.T.S.

Drawn By: L.H.
 Reviewed By: P.L.

Drawing No:
 A2 of 4

Schedule "3"
 Carleton Condominium Corporation No. 239
 Class 2 - Floor Plan



NOTE:
 IN TWO BEDROOM UNITS, BATHROOMS ARE LOCATED IN BALCONY.
 EXCEPT FOR UNIT 402B.

Lavolette buildingengineering 154 COLONNADE ROAD OTTAWA (NEPEAN), ONTARIO, K2E 7J5 TEL: (813) 226-4204 FAX: (813) 228-9514	Project Title: STANDARD UNIT DEFINITION GCC 239 EADY COURT, OTTAWA, ONTARIO	Date: 13-07-24	Job No.: L2144
	Drawing Title: FLOOR PLAN - UNIT TYPE 'B'	Scale: N.T.S.	Drawing No.:
	Drawn By: L.H.	Reviewed By: P.L.	A3 of 4

