

294

EXHIBIT A (1)

DECLARATION

MADE PURSUANT TO THE CONDOMINIUM ACT, R.S.O. 1980, CHAPTER B4  
AS FROM TIME TO TIME AMENDED

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Statement of  
Intention of  
Declarant

I. THE DOUGLAS MACDONALD DEVELOPMENT CORPORATION, (hereinafter referred to as the "Declarant") the registered owner, with an absolute title, of Parcel A-2 in the Register for Section 890 registered in the Land Registry Office No. 4 for the Land Titles Division of Ottawa-Carleton at Ottawa, more particularly described in Schedule "A" hereto, on which there are erected 12 buildings containing fifty-three (53) dwelling units, and 1 building containing an administrative office, declares its intention that the said lands and interest appurtenant thereto including the said buildings be governed by the Condominium Act from and after the registration of this Declaration and of the Description registered herewith

II. In this Declaration, unless the context otherwise requires,

- (a) "Act" means the Condominium Act, R.S.O., 1980 from time to time amended.
- (b) "Buildings" means the buildings referred to in paragraph I hereof.
- (c) "Corporation" means the Corporation created pursuant to the Act by the registration of this Declaration and the said Description.
- (d) Words and phrases defined in the Act have the meaning given to them by the Act.

III.

- (a) 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.
- (b) The invalidity of any part of this Declaration does not affect the validity of the remainder.
- (c) This Declaration is to be read with all changes of gender and number required by the context.
- (d) The marginal notes hereto do not form part of this Declaration, but are inserted for convenience of reference only.

Consent of encumbrancers.

IV. The consent of all persons having registered encumbrances against the lands or interests appurtenant to the land described in Schedule "A" is contained in Schedule "B" attached hereto.

Boundaries of Units

V. The boundaries of the Units are set out in Schedule "C" hereto.

Address for Service

VI. The address for service and mailing address of the corporation is:

c/o 210 Colonnade Road

Nepean, Ontario

or such other address as may be substituted in accordance with the Act.

Proportions of Common Interest & Common Expenses

VII. The proportions of the common interests appurtenant to each unit and the proportions in which the owners of each unit are to contribute to the common expenses are as set out in Schedule "D" attached hereto.

Common Expenses

VIII.

(a)

Common expenses means the expenses of the performance of the objects and duties of the Corporation and without limiting the generality of the foregoing, includes the expenses set out in Schedule "E" attached hereto, but excludes repayment of and payment of the cost of any borrowing of money which is in excess of \$2,000.00, or which raises the outstanding borrowings of the Corporation to more than \$2,000.00 unless the borrowing has received separate approval by a majority of the owners at a meeting duly called for obtaining such approval.

(b)

The Owner of each Unit, including the Declarant so long as it is an Owner, shall pay to the Corporation its proportionate share of the Common Expenses, and the assessment and collection of contributions toward the Common Expenses may be regulated by the Board, or, if authorized by by-law, by a managing agent professionally engaged in the business of property management with whom an agreement is entered into by the Corporation for management of the property.

Occupation  
Use of  
Property

IX.

(a)

The units shall be occupied as private residences only.

(b)

No condition shall be permitted to exist and no activity shall be carried on in any Unit or the Common Elements which constitutes a nuisance;

(c)

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 purchased by the Corporation.

(d)

Each Owner shall comply with and shall require all residents in and visitors to his Unit to comply with the Act, this Declaration, the By-laws and the Rules and Regulations in the use of the Units and Common Elements.

X.

(a)

Each Owner has the full use, occupancy and enjoyment of the whole or any part of the Common Elements, except as herein otherwise provided, and subject to all the provisions of the Act, this Declaration, the By-laws and the Rules and Regulations.

(b)

Each Owner is entitled to the exclusive use of those parts of the Common Elements designated by the number of his unit and followed by the Letter A (for rear yard) as set out in Part 1, sheet 2 of the description.

(c)

Each owner shall have the exclusive use, subject to provisions of this Declaration, by By-Laws of the Corporation and the rules and regulations passed pursuant thereto of one outdoor parking space. The Board shall allocate the said parking spaces and may reallocate them from time to time.

expenses in  
or  
Common  
Elements

XI. (a)

The costs of any addition, alteration or improvement to or renovation of the Common Elements and the costs of any change in the assets of the Corporation are common expenses.

(b)

No owner shall make any structural change in or to his Unit, or any change to an installation in or upon the Common Elements, or maintain, decorate or repair any part of the Common Elements except for maintenance of a part of the Common Elements which he has the duty to maintain without the prior written consent of the Board.

Any such change, shall, if approved by the Board be made in accordance with the provisions of all relevant municipal and other governmental by-laws, rules, regulations or ordinances, and in accordance with the conditions, if any, of such approval by the Board.

(c) When any alteration is made to the property, the person making it, whether the Corporation or an Owner, shall have the duty at its or his own expenses of obtaining all necessary permits and complying with all requirements of the municipality or of any other authority having jurisdiction over the work.

(d) No change shall be made in the exterior colour scheme, trim or design of the buildings, or in the landscaping of those parts of the Common Elements of which no Owner has the exclusive use unless authorized by by-law.

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XII.

(a) The Owner of each unit shall maintain his Unit, and the area designated on the description by the number of his unit and the Letter A and all exterior and interior glass and screens.

(b) The Owners of the Units shall, subject to Section 42 of the Act, repair their Units after damage.

(c) The Corporation shall maintain the Common Elements except for the areas designated on the description by the Unit numbers and the Letter A.

(d) The Corporation shall, subject to Section 42 of the Act, repair the Common Elements after damage.

(e) Pipes, wires, cable, conduits, ducts, flues and shafts, or any other installation located in any Unit which serve to provide water, heat, light, power, or drainage or any other service to any other Unit of the Common Elements shall for the purposes of the obligation to repair and maintain them, be deemed to be part of the Common Elements and shall be maintained and repaired by the Corporation.

- (f) The Corporation shall make any repairs that an Owner is obligated to make and that he does not make within a reasonable time. In such event, an Owner shall be deemed to have consented to having repairs done to his Unit by the Corporation and 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 cost of such repairs and all such costs shall bear interest at a rate which is 150% of the prime rate as defined in Section 36 of The Judicature Act for the month in which default was made, or at such other rate as may be approved by by-law. The Corporation may collect such costs 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, and shall be recoverable as additional contributions by such Owner to the Common Expenses.
- (g) An easement is appurtenant to each unit for access through or over every other unit and the Common Elements when such access is reasonably necessary for the performance of repairs or maintenance to the unit.
- (h) For the purpose of the duties to repair maintain and insure under Sections 41,42 and 27 of the Act and this Declaration, each Unit includes all improvements within the Unit made by the Declarant in accordance with its architectural plans, notwithstanding that some of such improvements may be made after registration of this Declaration.
- (i) A complete set of all the original as-built architectural and structural plans and specifications 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, and for the use of any owner or mortgagee.

(j) All repairs by the Corporation shall be done under the supervision of an architect or engineer entitled to practice in the Province of Ontario and retained by the Corporation unless the Board determines that the work is minor and the services of an architect or engineer are not required.

By-laws and House Rules

XIII. The provisions of the Act govern in respect of By-laws and House Rules.

Direct Damage Insurance

XIV.

(a)

The Corporation shall purchase and keep in force on the buildings and on the personal property owned by the Corporation, at least the insurance required under Section 27 of the Act. Such insurance shall, to the extent available, cover the full replacement cost without deduction for depreciation and contain the following:

(b)

(i) A waiver of any right of subrogation against the Corporation or any Owner or any member of the household of any Owner or any managing agent, except in case of arson or fraud.

(ii) A provision that the insurance purchased by the Corporation shall be primary insurance in case of any loss or damage to property insured and shall be paid notwithstanding the existence of any other insurance contract covering the same interest and purchased by any person other than the Corporation.

(iii) Waivers of any defence arising from any act or omission or the breach of any statutory condition by the Corporation or any Owner or Mortgagee.

(iv) A condition preventing cancellation or substantial modification by the carrier without at least sixty (60) days prior notice to all of the insureds and all mortgagees of all units.

- (c) The corporation may also purchase such other direct damage insurance as the Board may from time to time deem to be in the interest of the Corporation or the owners.
- (d) Any direct damage insurance purchased by the Corporation shall be written in the name of the Corporation and of the persons who are owners from time to time as insureds with mortgagee endorsements which mortgagee endorsements shall be subject to the provisions hereof.
- (e) Direct damage insurance purchased by the Corporation may contain such loss deductible clauses as the Board from time to time deems to be in the interest of the Corporation or the owners having regard to the practice in the Ottawa area and to the premiums. That portion of the cost of repairing any loss which, but for the deductibility provision authorized by this sub-paragraph, would be payable by the insurer, shall be a common expense.
- (f) The Board shall have the exclusive right on behalf of the Corporation and as agent for all owners to adjust and settle all claims in respect of the insurance purchased by the Corporation, and to give releases, and any claimant, including the Owner of a damaged Unit, will be bound by such adjustment. The Board shall also have the right to authorize the owner of a damaged unit to adjust and settle a claim in respect of his own unit.
- (g) 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 first 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 first mortgagee not later than ten days before the expiry of any current insurance policy. The master policy for any insurance coverage shall be kept by the Corporation in its offices, available for inspection by an owner or mortgagee on reasonable notice to the Corporation.

(h) Before obtaining or renewing any insurance policy on the buildings, the Corporation shall obtain an independent appraisal of the buildings so as to ensure that the insurance is placed at full replacement value.

(i) The policies purchased by the Corporation pursuant to this paragraph shall provide for loss to be payable as follows:

- (i) In the case of loss to personal property, to the Corporation.
- (ii) In all other cases to the Insurance Trustee. The said policies of insurance shall provide that, if the Board decides that substantial damage to twenty-five (25%) percent of the buildings has occurred and there is a decision to terminate pursuant to subsection 2 of Section 42 of the Act, the insurers shall have no option to repair or restore the premises.

(j) The Corporation shall within twenty days after determination that there has been substantial damage to 25% of the buildings give to all owners and to all mortgagees noted in the record of the Corporation notice of the determination and of a meeting of owners to be held within fifty days after the determination for the purpose of allowing the owners to vote for termination.

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XV. Where damage to the building occurs the provisions of the Act apply.

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XVI.

(a) The Board, on behalf of the Corporation, shall enter into an agreement (herein called the "Insurance Trust Agreement") with an insurance trustee which shall be a trust company, registered under the Loan and Trust Corporations Act, R.S.D. 1980, Chapter 249, as from time to time amended or any successor statute, or chartered bank, which agreement shall provide for:

- (i) The receipt by the insurance trustee of proceeds of insurance under paragraph XV (j) (iii) of this Declaration.
- (ii) the holding by the insurance trustee of such proceeds in trust for those entitled thereto as hereinafter set out.
- (iii) the disbursement of such proceeds as hereinafter set out.
- (iv) payment by the Corporation of the fees and disbursements of such insurance trustee which fees and disbursements constitute a common expense; and



(v) such additional provisions as are consistent with this Declaration and agreed on by the Board.

(b) If the Board is unable to enter into an insurance trust agreement with a company described in subparagraph (a), the Board may enter into such agreement with any other Corporation duly authorized to act as a trustee in the Province of Ontario as in its discretion the Board may deem advisable.

proceeds of  
Direct Damage  
Insurance

XVII.

The Insurance Trustee shall hold and disburse monies received by it after damage as follows:

(a) If the Board determines that there has not been substantial damage to twenty-five (25%) per cent of the buildings, the proceeds shall be disbursed to or for the benefit of the Corporation and any owners whose Units have been damaged, as their respective interests may appear, in order to satisfy their respective obligation to make repairs.

(b) If the Board determines that there has been substantial damage to twenty-five (25%) per cent of the buildings, and a decision is not made to terminate, the insurance trustee shall disburse the proceeds of insurance to or for the Corporation in satisfaction of the Corporation's obligation to repair the Units and Common Elements.

(c) If the Board determines that there has been substantial damage to twenty-five (25%) per cent of the buildings, and a decision is made to terminate, the insurance trustee shall hold all proceeds in trust for the owners and mortgagees of the Units in their respective proportions of the common interests and shall pay the share in respect of each Unit to the mortgagees and the owner of each unit as their interests may appear. For this purpose the Corporation shall be deemed to be a mortgagee of any Unit against which it has a registered lien for arrears of Common Expenses.

XVIII.

(a) Whenever the Corporation receives insurance monies from the insurer or Insurance Trustee on account of loss to the property, the Corporation shall disburse the monies for repair of the loss.

(b) If any part of the monies so received is attributable to loss to a Unit, the Corporation may in the discretion of the Board pay that part directly to the Owner of the Unit who shall complete the repairs within sixty (60) days or such further time as the Board allows. Provided, however, that any proceeds of insurance payable to an owner of an unit and any assets of the Corporation distributable to an owner of a unit shall be subject to the claim of any mortgagee holding a mortgage registered on title as of the day prior to such payment or distribution and to satisfaction of any amount due under any liens in favour of the Corporation against the unit.

Public liability insurance

XIX. The Corporation shall carry public liability and property damage insurance insuring the liability of the Corporation with limits to be determined by the Board, but not less than Two million (\$2,000,000.00) Dollars. Such insurance shall exclude any right of subrogation by the insurer as against the Corporation, its agents, servants and employees, including any property manager with whom the Corporation enters into a contract for management of the property, or against the Owners and members of their households.

Insurance by owners

XX. The Corporation shall not be required to obtain insurance except as set out in the Act and this Declaration or as subsequently decided by by-law. Any owner may obtain and maintain such other insurance as he sees fit, including the following:

(a) Insurance on any additions or improvements made by the Owner to his Unit and for furnishings, fixtures, equipment, decoration and personal property and chattels of the owner contained within his unit, and his 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.

(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.

Limits of liability

XXI.

(a) The Corporation, or any insurer of the property, or any part thereof on an insurance policy purchased by the Corporation, their respective

agents, or the Manager under a Management Agreement entered into by the Corporation, or any other person authorized by the Board, shall be entitled to enter any Unit or any part of the Common Elements of which any Owner has the exclusive use, at all reasonable times, and upon giving reasonable notice, for the purpose of making inspections, adjusting losses, making repairs, correcting any condition which violates the conditions of any insurance policy or policies, remedying any condition which might result in damage to the property, making appraisals pursuant to paragraph XV (i) hereof, or carrying out any duty imposed upon the Corporation.

(b) In case of emergencies, an agent of the Corporation may enter a Unit at any time and without notice for the purpose of correcting any condition which might result in damage to the property. The Board, or any one authorized by it, may determine whether an emergency exists.

(c) If an Owner shall not be personally present to grant entry to his Unit, the Corporation or its agents, or such Manager, 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.

(d) 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.

(e) The Corporation will have the right to retain a key to each Unit. No Owner shall change the locking system of his Unit without permission of the Corporation to be given in writing by the Board.

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XXII.

(a)

Each Owner shall indemnify the Corporation against loss or expense incurred by it as the result of his wrongful act or omission, or the wrongful act or omission of any occupant of his Unit or of his servant or invitee, except to the extent that such loss or expense is covered by insurance purchased by the Corporation.

- (b) the Corporation shall indemnify any owner against loss or expense resulting from its wrongful act or omission, except to the extent that such loss or expense is covered by insurance purchased by the Corporation.
- (c) Every director or officer of the Corporation shall from time to time and at all times be indemnified and saved harmless by the corporation to the maximum extent permitted under Section 25 of the Act, or any successor of that Section, except for costs, charges or expenses resulting from his own dishonest or fraudulent acts.
- (d) No director shall be under any liability to the Corporation or any Owner for any act done by him as director or any omission to perform any act required by him as director except in case of fraud.

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rectors

XXIII.

- (a) Forthwith after the registration of this Declaration, the Declarant, as owner of all units, shall appoint an interim Board of Directors consisting of three directors. Within twenty-one (21) days after the declarant ceases to be the registered owner of a majority of the Units, the interim Board of Directors shall call a meeting of the Corporation to elect a new Board of Directors and such meeting shall be held within twenty-one (21) days after the calling of the meeting.
- (b) Elections to the Board of Directors shall be by ballot. The Owner of each Unit shall be entitled to as many votes as there are Directors to be elected and the votes shall be non-accumulative.
- (c) Subject to Sub-paragraph XXIV(a), the Board of Directors shall be made up of five (5) Directors of whom three (3) shall constitute a quorum for any business at a meeting of the Board.

Non-Waiver XXIV The failure to take action to enforce any provision contained in the Act, this Declaration, the By-Laws or any other rules and regulations 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.

Additional Provisions

XXV.

- (a) Notwithstanding anything else in this Declaration, the Declarant, its servants, or agents, has the right at reasonable times, to enter any part of the Common Elements or any Unit for the purpose of completing the buildings in accordance with its architectural plans and for the purpose of carrying out its obligations under any warranty given to any Owner.
- (b) Notwithstanding anything else in this Declaration, the Declarant has the right to maintain on the property a sales office and signs until sales of all units owned by it are completed.
- (c) Notwithstanding Article 12, by-laws of the Board authorized the borrowing or expenditure of any money in an amount in excess of 20% of the reserve fund as defined in Section 36 (1) of the Act shall not be effective until confirmed, without variations, by owners who own not less than 66 2/3% of the units at a meeting called for that purpose.


DATED at Ottawa this 6<sup>th</sup> day of February, 1985

IN WITNESS WHEREOF THE DOUGLAS MACDONALD DEVELOPMENT CORPORATION has hereunto affixed its Corporate Seal duly attested by the hand of its duly authorized signing officer,

WITNESS

THE DOUGLAS MACDONALD DEVELOPMENT CORPORATION

Per:

  
\_\_\_\_\_  
Authorized Signing Officer

SCHEDULE "A"

Block A on registered Plan 890, City of Gloucester (formerly Township of Gloucester) Regional Municipality of Ottawa-Carleton, designated as Part 1 on Plan of Survey of Record in the Land Registry Office No. 4 for the Land Titles Division of Ottawa-Carleton at Ottawa as Plan 4R-1527.

SCHEDULE "B"

THE CONDOMINIUM ACT, 1980

CANADA MORTGAGE AND HOUSING CORPORATION (formerly Central Mortgage and Housing Corporation) having a registered mortgage within the meaning of clause b of subsection 1 of section 3 of The Condominium Act, 1980 registered as Number 209308 in the Land Registry Office for the Land Titles Division of Ottawa-Carleton hereby consents to the registration of this Declaration pursuant to The Condominium Act, 1980 against the land or interests appurtenant to the land described in the description.

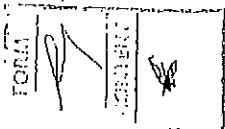
DATED at *Ottawa* this *28th* day of *April* 1985

CANADA MORTGAGE AND HOUSING CORPORATION

per:

*M. H. Bratsky*  
Authorized Officer  
Martin H. Bratsky

*Diane Charron*  
Authorized Officer  
Diane Charron



SCHEDULE "B"

THE CONDOMINIUM ACT, 1980

THE BANK OF NOVA SCOTIA having a registered mortgage within the meaning of clause b of subsection 1 of section 3 of The Condominium Act, 1980 registered as Number 197238 in the Land Registry Office for the Land Titles Division of Ottawa-Carleton hereby consents to the registration of this Declaration pursuant to The Condominium Act, 1980 against the lands or interest appurtenant to the land described in the description.

*MD* DATED at <sup>Toronto</sup> ~~Ottawa~~, this 1st day of <sup>March</sup> ~~February~~, 1985

THE BANK OF NOVA SCOTIA

per: *Tom J. Gaudin*  
General Manager

704185  
*[Handwritten initials]*

per: *Dr. [Signature]*  
ASSISTANT Secretary



SCHEDULE "B"

THE CONDOMINIUM ACT, 1980

THE BANK OF NOVA SCOTIA having a registered mortgage within the meaning of clause b of subsection 1 of section 3 of The Condominium Act, 1980, registered as Number 406874 in the Land Registry Office for the Land Titles Division of Ottawa-Carleton No. 4, hereby consents to the registration of this Declaration pursuant to The Condominium Act, 1980 against the lands or interest appurtenant to the land described in the description.

DATED at Toronto, this 7th day of June, 1985.

THE BANK OF NOVA SCOTIA

PER: *M. Fischer*  
Medard Fischer  
General Manager

PER: *L. Boyd*  
Louise May Boyd-Asst. Secretary



SCHEDULE "C"

UNIT BOUNDARY MONUMENTATION

The monuments which control the extent of the units, are the physical surfaces hereinafter referred to:-

HORIZONTAL BOUNDARIES OF UNITS ARE:-

- a) The lower boundary of the unit is the upper surface of the poured concrete floor slab in the basement.
- b) The upper boundary of the unit is the upper surface of the drywall ceiling on the upper floor.
- c) Where the top floor protrudes, the lower boundary of the unit will be the upper line and face of the wooden floor joists.
- d) In the vicinity of the recessed entryway (certain units only) the lower boundary of the unit is the lower surface of the precast concrete step below the entryway and upper boundary of the unit is the upper line and face of the floor joists above the entryway.

VERTICAL BOUNDARIES OF UNITS ARE:-

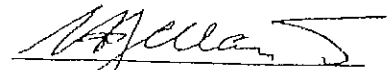
- a) The interior face of the poured concrete foundation wall in the basement and unit side line and face wooden studs forming exterior walls and the interior face of the concrete block wall dividing the units.
- b) The above boundaries of a) are produced across openings for windows and doors leading out of the unit.

Notwithstanding the foregoing, the unit shall not include such pipes, wires, conduits, ducts, flues or public utility lines within the unit which serve other units in the Condominium as well as that of the Owner.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY that the above Unit Boundary Monumentation Schedule corresponds with the Unit Boundaries reflected on Part 1 Sheet 1 of the description.

Date: Nov. 30th, 1982

  
B.J. Martin, O.L.S.

The common interest appurtenant to each unit and the percentage in which the owner of each unit is required to contribute to the common expenses is as follows:

Unit No.	Level 1	1.8868	Unit No.	Level 1	1.8868
2		1.8868	42		1.8868
3		1.8868	43		1.8868
4		1.8868	44		1.8868
5		1.8868	45		1.8868
6		1.8868	46		1.8868
7		1.8868	47		1.8868
8		1.8868	48		1.8868
9		1.8868	49		1.8868
10		1.8868	50		1.8868
11		1.8868	51		1.8868
12		1.8868	52		1.8868
13		1.8868	53		1.8868
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40		1.8868			

SCHEDULE "E"

- (a) Maintenance of the common elements except to the extent that maintenance is to be carried out by the Owners.
- (b) Snow clearance from the common elements, except those parts of the common elements of which the Owners have exclusive use for rear yards.
- (c) Payment of municipal water rates
- (d) Payment of management fees, fees of the insurance trustee, insurance premiums and premiums for fidelity bonds.
- (e) Payment of salaries to officers of the Corporation when authorized by by-law.
- (f) Payment of bills for electricity purchased by the Corporation for use in the common elements.

DATED: February , 1985

416683

CERTIFICATE OF RECEIPT  
OTTAWA - CARRLETON NO.4  
AT OTTAWA

'85 JUL 12 PM 12 33

*B. Beaumont*  
BONNIE BEAUMONT  
ASSISTANT DEPUTY LAND  
REGISTRAR

DECLARATION

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

HWP/sf G7458 D.M.D.C.

460244

CERTIFICATE OF RECEIPT  
OTTAWA-CARLETON NO. 4  
AT OTTAWA

85 JUN 23 PM 2 08

ASSISTANT  
DEPUTY LAND REGISTRAR

FOR OFFICE USE ONLY

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

(3) Property Identifier(s) Block Property Add: See Sch

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

(5) Consideration Dollars \$

(6) Description  
All Units and Common Elements comprising the property included in Carleton Condominium Plan No. 294, City Gloucester, Regional Municipality of Ottawa-Carleton Land Titles Division of Ottawa-Carleton No. 4

New Property Identifiers Additional: See Schedule

Executions Additional: See Schedule

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

(8) This Document provides as follows:  
See Schedule

Continued on Schedule

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

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

CARLETON CONDOMINIUM CORPORATION NO. 294  
(Applicant) by its Solicitor Herbert Pearl 1986 06

(11) Address for Service 210 Colonnade Road, Nepean, Ontario, K2E 7L5

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

(13) Address for Service

(14) Municipal Address of Property Multiple

(15) Document Prepared by:  
Mr. Herbert W. Pearl, Solicitor  
100 Gloucester Street  
Ottawa, Ontario  
K2P 0A4

Fees and Tax	
Registration Fee	

FOR OFFICE USE ONLY

C E R T I F I C A T E

CARLETON CONDOMINIUM CORPORATION NO. 294 , hereby certifies that the 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 the said By-law No. 2 has not been amended and is in full force and effect.

DATED at Nepean this 12th day of July , 1985

CARLETON CONDOMINIUM CORPORATION NO. 294

PER: *Cheryl Rich*  
Secretary - Cheryl Rich

CARLETON CONDOMINIUM CORPORATION NO. 294

BY-LAW NO. 2

A by-law of Carleton Condominium Corporation No. 294 (the "Corporation") is passed as follows:

The Corporation is hereby authorized to enter into a Maintenance Agreement with Skyline Cablevision Limited, in the form as requested by Skyline Cablevision Limited, and presented to and approved by the Corporation.

THIS BY-LAW enacted by the Board of Directors of Carleton Condominium Corporation No. 294 at a meeting duly called for that purpose on the 12th day of July, 1985.

*Willis Scanlon*  
WILLIS SCANLON

*John Doherty*  
JOHN DOHERTY

*Cheryl Rich*  
CHERYL RICH

*Richard O'Lea*  
RICHARD O'LEA

*James Kemp*  
JAMES KEMP

THE DOUGLAS MACDONALD DEVELOPMENT CORPORATION, being the registered owner of all of the units of Carleton Condominium Corporation No. 294, hereby consents to the By-Law No. 2 of the Corporation.

DATED at Nepean, this 12th day of July, 1985.

THE DOUGLAS MACDONALD DEVELOPMENT CORPORATION

Per:

*W. J. Wilson*  
Authorized Signing Officer



FOR OFFICE USE ONLY

470544

CERTIFICATE OF RECEIPT  
OTTAWA-CARLETON NO. 4  
AT OTTAWA

'86 AUG 29 P11 3 05

ASSISTANT  
-DEPUTY LAND REGISTRAR

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

(3) Property Identifier(s) Block Property

(4) Nature of Document  
NOTICE OF AGREEMENT - Section 74 of The Land Titles

(5) Consideration  
TWO----- Dollars \$ 2.00

(6) Description  
All Units and Common Elements comprising the property included on Carleton Condominium Plan No. 294 City of Gloucester, Regional Municipality of Ottawa-Carleton, Land Titles Division of Ottawa-Carleton (No. 4)

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

Additional: See Schedule

Executions Additional: See Schedule

(8) This Document provides as follows:

THE CONSUMERS' GAS COMPANY LTD., having an unregistered estate, right, interest or equity in land entered in the register for all the Units and Common Elements comprising the property included in Carleton Condominium Corporation No. 294, of which The Douglas MacDonal Development Corporation is the registered owner, hereby applies under Section 74 of the Land Titles Act for the entry of a Notice of Agreement dated the 19th day of June, 1986, between Carleton Condominium Corporation No. 294, The Consumers' Gas Company Ltd., The Douglas MacDonal Development Corporation, The Bank of Nova Scotia and Canada Mortgage and Housing Corporation No. 294. The evidence in support of this application consists of an executed copy of the agreement.

(9) This Document relates to instrument number(s) Continued on Schedule

(10) Party(ies) (Set out Status or Interest)  
Name(s) Signature(s) Date of Signa  
THE CONSUMERS' GAS COMPANY LTD. Richard Langstaff 1986 08  
(Applicant) by its Agent Richard Langstaff

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

(12) Party(ies) (Set out Status or Interest)  
Name(s) Signature(s) Date of Signa  
CARLETON, CONDOMINIUM CORPORATION, NO. 294. Willis Scanlon 1986 05  
President - Willis Scanlon

(13) Address for Service 210 Colonnade Road, Nepean, Ontario, K2E 7L5

(14) Municipal Address of Property MULTIPLE

(15) Document Prepared by: Mr. Herbert W. Pearl  
100 Gloucester Street  
Ottawa, Ontario  
K2P 0A4  
WD/ia G7458

Fee and Tax	
Registration Fee	

FOR OFFICE USE ONLY

THIS AGREEMENT made, in <sup>triplicate</sup> ~~quadruplicate~~, this ~~XX~~ 19th <sup>June</sup> ~~XXXX~~ day of ~~XXXXXX~~, 19.86

AMONG

CARLETON CONDOMINIUM CORPORATION NO. 29  
(hereinafter called the "Corporation"),  
OF THE FIRST PART

AND

THE CONSUMERS' GAS COMPANY <sup>LTD.</sup> a Corporation  
incorporated under the laws of the Province of Ontario,  
(hereinafter called the "Company"),  
OF THE SECOND PART

AND

THE DOUGLAS MACDONALD DEVELOPMENT CORPORATION  
(hereinafter called the "Developer"),  
OF THE THIRD PART

AND

THE BANK OF NOVA SCOTIA and  
CANADA MORTGAGE AND HOUSING CORPORATION  
(hereinafter called the "Mortgagee")  
OF THE FOURTH PART

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

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

AND WHEREAS pursuant to The Condominium Act 1970 Statutes of Ontario, as amended, and the Declaration registered in the Office of Land Titles at Ottawa-Carleton as Instrument No. 416683 creating the said Corporation, the Corporation is authorized to manage and maintain the said property as defined by the said Act and pursuant to a by-law is authorized to enter into this agreement, which by-law is registered in the said Office of Land Titles.

*JR*

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

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

AND WHEREAS THE BANK OF NOVA SCOTIA and CANADA MORTGAGE AND HOUSING CORPORATION are now the Mortgagees of all the condominium units on the said property.

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

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

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

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

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

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

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

(7) Notwithstanding any rule of law or equity any gas line constructed by the Company hereunder together with all works, appurtenances, attachments, apparatus, appliances, markers, fixtures and equipment shall be deemed to be the property of the Company, even though the same may have been annexed or affixed to the said property.

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

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

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

12

IN WITNESS WHEREOF the parties hereto have executed this agreement.

CARLETON CONDOMINIUM CORPORATION NO. 294

By [Signature]  
President - Willis Stanlon (c/s)  
[Signature]  
Secretary - Cheryl Rich

APPROVED AS  
to [Signature]  
Legal Exec.

THE CONSUMERS' GAS COMPANY LTD.

APPROVED, By [Signature]  
GEORGE L. MILBURN, VICE-PRESIDENT (c/s)  
[Signature]  
WALTER C. CURRIER, SECRETARY

THE DOUGLAS MACDONALD DEVELOPMENT CORPORATION

By [Signature]  
Authorized Signing Officer (c/s)

THE BANK OF NOVA SCOTIA

By [Signature]  
A. EDWARD TAYLOR  
GENERAL MANAGER (c/s)  
[Signature]  
LOUISE M. BOYD  
ASSISTANT SECRETARY

B.N.S. Document  
No. 2381/86  
Approved for  
Execution

CANADA MORTGAGE AND HOUSING CORPORATION

BY [Signature]  
Authorized Officer DAVID C. STEWART  
[Signature]  
Authorized Officer - DIANE CHARRON

APPROVED APPROUVE	
COPY	TENDER
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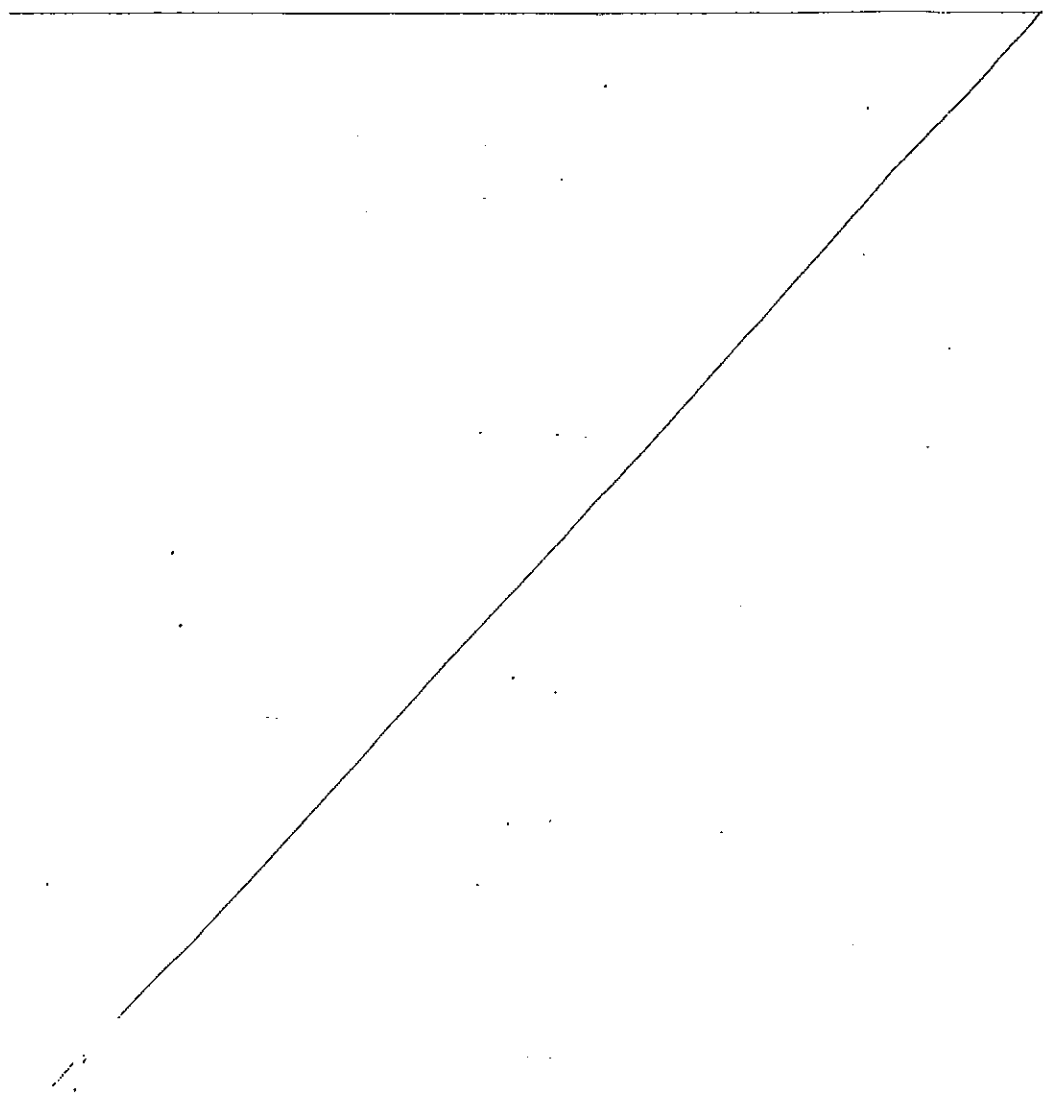
*[Handwritten initials]*

SCHEDULE "A"  
to the Agreement dated  
the 19th day of June 1988,

between Carleton Condominium Corporation No. 294

and The Consumers' Gas Company Ltd.

ALL the Units and Common Elements of Carleton Condominium Corporation No. 294



*Handwritten initials*

FOR OFFICE USE ONLY

460245

CERTIFICATE OF RECEIPT  
OTTAWA-CARLETON NO. 4  
AT OTTAWA

\*86 JUN 23 PJI Z 04

ASSISTANT  
DEPUTY LAND REGISTRAR

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

(3) Property Identifier(s) Block Property

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

(5) Consideration  
Dollars \$

(6) Description  
All Units and Common Elements comprising the property included in Carleton Condominium Plan No. 294, City Gloucester, Regional Municipality of Ottawa-Carleton Land Titles Division of Ottawa-Carleton No. 4.

New Property Identifiers Additional: See Schedule

Executions Additional: See Schedule

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

(8) This Document provides as follows:  
See Schedule

Continued on Sched

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

(10) Party(ies) (Set out Status or Interest)

Name(s)	Signature(s)	Date of Sign Y M
CARLETON CONDOMINIUM CORPORATION, NO. 294 (Applicant) by its Solicitor	<i>[Signature]</i>	1986 0
Herbert Pearl	Herbert Pearl	

(11) Address for Service  
210 Colonnade Road, Nepean, Ontario, K2E-7L5

(12) Party(ies) (Set out Status or Interest)

Name(s)	Signature(s)	Date of Sign Y M

(13) Address for Service

(14) Municipal Address of Property  
Multiple

(15) Document Prepared by:  
Mr. Herbert W. Pearl, Solicitor  
100 Gloucester Street  
Ottawa, Ontario, K2P 0A4

Fees and Tax	
Registration Fee	

FOR OFFICE USE ONLY


C E R T I F I C A T E

CARLETON CONDOMINIUM CORPORATION NO. 294 , hereby certifies that the By-Law No. 3 , attached hereto was made in accordance with The Condominium Act, being Chapter 84 of the Revised Statutes of Ontario, 1980; and any amendments thereto, the Declaration and the By-laws of the Corporation and the said By-law No. 3 has not been amended and is in full force and effect.

DATED at Nepean this 12th day of July , 1985

CARLETON CONDOMINIUM CORPORATION NO. 294

PER:

  
Secretary - Cheryl Rich



CARLETON CONDOMINIUM CORPORATION NO. 294

BY-LAW NO. 3

A by-law of Carleton Condominium Corporation No. 294 (the "Corporation") is passed as follows:

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

THIS BY-LAW enacted by the Board of Directors of Carleton Condominium Corporation No. 294 at a meeting duly called for that purpose on the 12th day of July, 1985.

*Willis Scanlon*  
\_\_\_\_\_  
WILLIS SCANLON

*John Doherly*  
\_\_\_\_\_  
JOHN DOHERLY

*Cheryl Rich*  
\_\_\_\_\_  
CHERYL RICH

*Richard Owen*  
\_\_\_\_\_  
RICHARD OWEN

*James Kemp*  
\_\_\_\_\_  
JAMES KEMP

THE DOUGLAS MACDONALD DEVELOPMENT CORPORATION, being the registered owner of all of the units of Carleton Condominium Corporation No. 294, hereby consents to the By-Law No. 3 of the Corporation.

DATED at Nepean, this 12th day of July, 1985.

THE DOUGLAS MACDONALD DEVELOPMENT CORPORATION

Per: *Al McGuire*  
\_\_\_\_\_  
Authorized Signing Officer

460246

CERTIFICATE OF RECEIPT  
OTTAWA-CARLETON NO. 4  
AT OTTAWA

86 JUN 23 PM 2 04

ASSISTANT  
DEPUTY LAND REGISTRAR

FOR OFFICE USE ONLY

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

(3) Property Identifier(s) Block Property

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

(5) Consideration Dollars \$

(6) Description  
All Units and Common Elements comprising the proper included in Carleton Condominium Plan No. 294, City Gloucester, Regional Municipality of Ottawa-Carleton Land Titles Division of Ottawa-Carleton No. 4

New Property Identifiers Additional: See Schedule

Executions Additional: See Schedule

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

(8) This Document provides as follows:  
See Schedule

(9) This Document relates to instrument number(s) \_\_\_\_\_ Continued on Schedule

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

CARLETON CONDOMINIUM CORPORATION, NO. 294 (Applicant) by its Solicitor Herbert Pearl ..... Herbert Pearl ..... 1986 06

(11) Address for Service 210 Colonnade Road, Nepean, Ontario, K2E 7L5

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

(13) Address for Service

(14) Municipal Address of Property Multiple

(15) Document Prepared by: Mr. Herbert W. Pearl, Solicitor 100 Gloucester Street Ottawa, Ontario K2P 0A4

Fees and Tax	
Registration Fee	
Total	

FOR OFFICE USE ONLY



C E R T I F I C A T E

CARLETON CONDOMINIUM CORPORATION NO. 294 , hereby certifies that the By-Law No. 4 , attached hereto was made in accordance with The Condominium Act, being Chapter 84 of the Revised Statutes of Ontario, 1980, and any amendments thereto, the Declaration and the By-laws of the Corporation and the said By-law No. 4 has not been amended and is in full force and effect.

DATED at Nepean this 12th day of July , 1985

CARLETON CONDOMINIUM CORPORATION NO. 294

PER: *Cheryl Rich*  
Secretary - Cheryl Rich

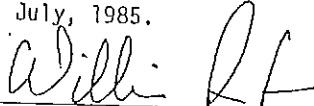

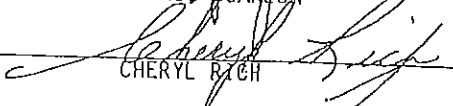
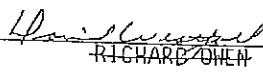
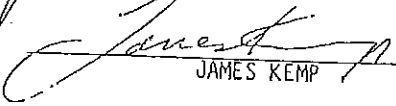
CARLETON CONDOMINIUM CORPORATION NO. 294

BY-LAW NO. 4

A by-law of Carleton Condominium Corporation No. 294 (the "Corporation") is passed as follows:

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

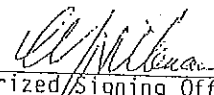
THIS BY-LAW enacted by the Board of Directors of Carleton Condominium Corporation No. 294 at a meeting duly called for that purpose on the 12th day of July, 1985.

 _____ WILLIS SCANTON	 _____ JOHN DOHERTY
 _____ CHERYL RICH	 _____ RICHARD OWEN
 _____ JAMES KEMP	

THE DOUGLAS MACDONALD DEVELOPMENT CORPORATION, being the registered owner of all the units of Carleton Condominium Corporation No. 294, hereby consents to the By-Law No. 4 of the Corporation.

DATED at Nepean, this 12th day of July, 1985.

THE DOUGLAS MACDONALD DEVELOPMENT CORPORATION

Per:   
\_\_\_\_\_  
Authorized Signing Officer

FOR OFFICE USE ONLY

(1) Registry  Land Titles  (2) Page 1 of 4 pages

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

(4) Nature of Document  
BY-LAW (CONDOMINIUM ACT, SECTION 28)

(5) Consideration  
Dollars \$

(6) Description  
ALL UNITS AND COMMON ELEMENTS COMPRISING THE PROPERTY INCLUDED IN CARLETON CONDOMINIUM PLAN NO. 294, CITY OF OTTAWA, REGIONAL MUNICIPALITY OF OTTAWA-CARLETON, LAND TITLES DIVISION OF OTTAWA-CARLETON.

New Property Identifiers

Additional: See Schedule

Executions

Additional: See Schedule

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

(8) This Document provides as follows:

SEE SCHEDULE FOR BY-LAW AND CERTIFICATE.

Continued on Schedule

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

(10) Party(ies) (Set out Status or Interest)  
Name(s) Signature(s) Date of Signature  
CARLETON CONDOMINIUM CORPORATION NO. 294  
(Applicant) By its Solicitor X *R. Labreque* 1995 10 18  
Rene A. Labreque

(11) Address for Service c/o WESTBORO GROUP, 11 TRISTAN COURT, NEPEAN, ONTARIO K2E 8B9

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

(13) Address for Service

(14) Municipal Address of Property  
MULTIPLE

(15) Document Prepared by:  
Rene A. Labreque  
Barrister & Solicitor  
c/o Westboro Group of Companies Inc.  
11 Tristan Court, Nepean  
K2E 8B9  
(BOx 179)

Fees and Tax	
Registration Fee	
Total	

FOR OFFICE USE ONLY

BY - LAW NO. 5  
 CARLETON CONDOMINIUM CORPORATION NO. 294

WHEREAS certain unit owners have expressed interest and desire for the private installation of central airconditioning systems and / or natural gas fireplace heat inserts ("hereinafter separately or collectively referred to as the "equipment"); AND WHEREAS such installation of such equipment would require ductwork, piping and accessories to pass over and through the common elements of the Corporation and such equipment and accessories would encroach over and upon the common elements of the Corporation;

AND WHEREAS the Board of Directors is satisfied that certain of such equipment and encroachments may be acceptable upon case by case evaluation and approval provided that any such owners apply for the express permission of the Board of Directors before any such equipment is installed and that any such installations be carried out by professional installers and with all necessary municipal approvals and permits and at the respective unit owners' cost and expense and that the Corporation be adequately protected in perpetuity in the event of loss or damage directly or indirectly resulting from such installation of such equipment and provided that the Corporation notwithstanding any such approvals retain the overall right to cause the removal, repair or replacement of any such equipment in its complete and unfettered discretion, all at the respective unit owners' expense.

NOW THEREFORE the Board of Directors of the Corporation does hereby approve the installation of the equipment subject to the terms and conditions of this By-Law:

1. That the equipment be approved by the Board;
2. That the equipment be professionally installed in accordance with plans and specifications approved by the Board;
3. That such installation of such equipment be conducted with all necessary municipal and governmental permits;
4. That all such installations be at the respective owners' cost and expense;
5. That the Board may delegate the application and approval process to a Committee and or its property managers from time to time;
6. Notwithstanding any such approvals by the Board, its Committee or its property managers from time to time, the respective Unit, its owner or owners and it or their successors in title (hereinafter referred to as the "Owner") shall remain obliged and liable to the Corporation for any damage whatsoever or howsoever caused at the time of such installation or subsequently directly or indirectly as a result of such installation or encroachment;

7. In the event that damages are directly or indirectly caused to or sustained by the Corporation as a result of such installation the Corporation shall be entitled to recover compensation for such damage and/or recover such damages against the respective Unit or Owner and whether or not such Owner against whom such claim is made was the Owner that caused such installation or such Owner is then a successor in title of such Owner's unit. With respect to such claim for damages the Corporation shall have the right to enforce recovery in the same manner and to the same extent as if such damages were arrears in common expenses levied or for the recovery of damages to the common elements and the Corporation shall be entitled to include any reasonable claims for legal fees, disbursements and interest as if enforcing such rights under Sections 31 and 41 of the Condominium Corporation Act, as amended or substituted from time to time.

8. Notwithstanding such approvals pursuant to this By-Law the Corporation shall have the unfettered discretion and be free to pass and repass any By-Law which may have the effect of amending or rescinding this By-Law to the extent that the Corporation shall even have the continuing right to cause the de-installation and removal of any equipment previously approved, all at the respective Owner's cost and expense without repercussion, right of claim, suit by any such Owner or Owners;

9. The Corporation shall keep and maintain a ledger with details of all such approved applications for the installation of such equipment and shall enter upon all estoppel certificates hereafter requested for such units that such an application or applications have been so approved and shall alert the requesting party of the provisions of this By-Law.

DATED AT THE CITY OF OTTAWA this 5th day of April, 1995 by the Board of Directors of CARLETON CONDOMINIUM CORPORATION NO. 294.

THE BOARD OF DIRECTORS OF  
CARLETON CONDOMINIUM CORPORATION NO. 294

Per: Marianne Harris  
Marianne Harris - Secretary

RESOLUTION OF THE UNIT OWNERS

WHEREAS THE BOARD OF DIRECTORS OF CARLETON CONDOMINIUM CORPORATION NO. 294 ("the Corporation") has passed by-law no. 5 of the Corporation permitting the conditional installation of certain pre-approved central air conditioning systems and / or natural gas fireplace heating inserts;

NOW THEREFORE be it known and recorded that the members/owners of units in the Corporation at the Annual General Meeting held on April 5, 1995 did consent to, adopt and ratify the said by-law unanimously.

DATED AT THE CITY OF OTTAWA this 28th day of June, 1995.

CARLETON CONDOMINIUM CORPORATION NO. 294

Per: Marianne Harris

CERTIFICATE

CARLETON CONDOMINIUM CORPORATION NO. 294 hereby certifies that the By-law Number 5 attached hereto was made in accordance with the Condominium Act, being Chapter C.26 of the Revised Statues of Ontario, 1990 and any amendments thereto, the Declaration and the By-laws of the Corporation, and that the said By-law Number 5 has not been amended and is in full force and effect.

Dated at the City of Ottawa this 13th day of October, 1995

BY:

CARLETON CONDOMINIUM CORPORATION NO. 294

  
Secretary



THE CONDOMINIUM ACT

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

AND IN THE MATTER OF AN Agreement  
THEREOF, FROM Carleton Condominium Corporation No. 294

TO The Consumers' Gas Company Ltd.  
DATED June 19th, 1986.

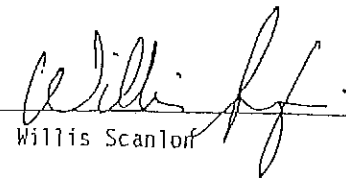
I, Willis Scanlon  
of the City of Nepean in the  
Province of Ontario,

MAKE OATH AND SAY AS FOLLOWS:

1. I am the President of Carleton  
Condominium Corporation No. 294 named in the above  
mentioned Instrument, and have knowledge of the matters hereinafter  
sworn.

2. The attached Agreement was authorized by the said  
Condominium Corporation under By-Law No. 3.

SWORN before me  
at the City of Nepean  
in the Province of Ontario  
this 19th  
day of June, 1986

  
Willis Scanlon

DAVID COLAN ANDERSON, Commissioner,  
of the Judicial District of Ottawa-Carleton for  
The Douglas Macdonald Development Corp-  
oration (the subsidiary, associated and  
affiliated companies)  
Expires August 29, 1988.

FOR OFFICE USE ONLY  461959  CERTIFICATE OF RECEIPT OTTAWA-CARLETON NO. 4 AT OTTAWA  '86 JUL 2 AM 10 52  ASSISTANT DEPUTY LAND REGISTRAR	(1) Registry <input type="checkbox"/>	Land Titles <input checked="" type="checkbox"/>	(2) Page 1 of 9 pages	
	(3) Property Identifier(s)		Block _____ Property _____	
	(4) Nature of Document			Additional: See Schedule
	(5) Consideration			Dollars \$ 2.00
	(6) Description			
All units and Common Elements comprising the property included on Carleton Condominium Plan No. 294, City of Gloucester, Regional Municipality of Ottawa-Carleton, Land Titles Division of Ottawa-Carleton (No. 4)				
(7) This Document Contains:		(a) Redescription New Easement Plan/Sketch <input type="checkbox"/>	(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>	

(8) This Document provides as follows:

TO: The Land Registrar for the Land Titles Division of Ottawa-Carleton (No. 4)

SKYLINE CABLEVISION LIMITED has an unregistered estate, right, interest or equity in the said land registered in the name(s) of Douglas MacDonald Development Corporation and hereby applies under Section 74 of the Land Titles Act for the entry of a Notice of an Agreement in the register for the said parcel.

Copy of agreement attached.

(9) This Document relates to instrument number(s) \_\_\_\_\_ Continued on Schedule

(10) Party(ies) (Set out Status or Interest)		Signature(s)	Date of Signature
Name(s)	APPLICANT		Y M D
SKYLINE CABLEVISION LIMITED		By its solicitors SOLOWAY, WRIGHT, HOUSTON, GREENBERG, O'GRADY, MORIN	1986 06 29
		Per: <i>Alicia Natividad</i>	
		ALICIA NATIVIDAD	

(11) Address for Service: 1810 St. Laurent Blvd., Ottawa, Ontario K1G 0N2

(12) Party(ies) (Set out Status or Interest)		Signature(s)	Date of Signature
Name(s)	CARLETON CONDOMINIUM CORPORATION NO. 294		Y M D
		<i>Willis Sganlon</i>	1986 06 19
		President - Willis Sganlon	

(13) Address for Service: \_\_\_\_\_

(14) Municipal Address of Property	(15) Document Prepared by:	Fees and Tax
MULTIPLE	Radnoff, Pearl, Slover, Levencrown, Swedko, Dwoski, 100 Gloucester Street Ottawa, Ontario K2P 0A4	Registration Fee

Additional Property Identifier(s) and/or Other Information

AND WHEREAS it has been deemed expedient to give to Skyline the right to enter upon the Property for the purposes hereafter described;

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

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

1. Skyline shall have a free, uninterrupted and unobstructed right and license in perpetuity to enter upon the Property for the purpose of surveying, constructing, installing, connecting, inspecting, operating, repairing, replacing, reconstructing, maintaining, altering, expanding, extending, disconnecting, and removing, cable television wires, conduits and all necessary appurtenances, works, attachments, apparatus, appliances, markers, fixtures and equipment which Skyline may deem necessary or convenient thereto (all of which are hereinafter referred to as the "facilities"), in, upon and under the Property, for the purpose of furnishing telecommunication services, including but not restricted to, cable television, cable radio and data transmission services, to and from the Property and to and from any buildings or other sources of outlet from time to time existing on the Property, together with the right and license of free, uninterrupted and unobstructed access to the Property, buildings and sources of outlet, for Skyline, 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 license hereby given but subject likewise to the provisions of this agreement;

2. Skyline agrees that it shall, at its own expense and as soon as reasonably possible after the exercise of any of its rights hereunder, remove all surplus soil and debris from the Property and restore it to its former state so far as is reasonably practicable.

11/1

Additional Property Identifier(s) and/or Other Information

3. The Corporation and Developer covenant and agree that before the commencement of any work on the Property which may disturb or affect the facilities located thereon, they will advise Skyline of their intention to do so. Skyline agrees that it will thereupon attend upon the Property and advise the Corporation or Developer, their agents or servants as the case may be, of the location of its facilities so that the work of the Corporation or Developer can be carried out without damage or injury thereto;

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

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

6. The Corporation and the Developer covenant and agree with Skyline that should they or either of them require Skyline to relocate its facilities or any part thereof constructed pursuant hereto, the party or parties requiring such relocation shall give Skyline reasonable notice in writing thereof and shall bear the entire cost of such relocation;

7. The Corporation covenants and agrees to supply without charge to Skyline adequate space for the installation of Skyline's distribution equipment in a location secured by a locked door and accessible only to authorized personnel, and further to keep the said location secure and to report to Skyline any incident of violation of this security which comes to the attention of the Corporation.

8. The Corporation and the Developer acknowledge and agree that the terms of this agreement shall be so interpreted as to permit Skyline to construct, alter or add to its facilities for the purpose of furnishing telecommunication services, including but not restricted to, cable television, cable radio and data transmission services, to and from properties and/or



S

Additional Property Identifier(s) and/or Other Information

THIS AGREEMENT made, in triplicate, this 19th day of June, 1986.

BETWEEN:

CARLETON CONDOMINIUM CORPORATION NO. 294 hereinafter called the "Corporation" OF THE FIRST PART

AND:

DOUGLAS MACDONALD DEVELOPMENT CORPORATION hereinafter called the "Developer" OF THE SECOND PART

AND:

SKYLINE CABLEVISION LIMITED, a corporation incorporated under the laws of the Province of Ontario hereinafter called "Skyline" OF THE THIRD PART

WHEREAS Skyline has constructed communication cables, wires and conduits to and on those lands more particularly described in the attached Legal Description (herein called the "Property");

AND WHEREAS for the purpose of installing, operating, extending, repairing and maintaining the said cables, wires and conduits, Skyline has requested the right to enter upon the Property;

AND WHEREAS pursuant to the Condominium Act, R.S.O. 1980, Chapter 84, and the Declaration registered in the Land Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4) as Document No. 416683, the Corporation is authorized to manage and maintain the Property as defined by the said Act, and pursuant to a by-law which is registered in the said Land Registry Office, is authorized to enter into this agreement;

This is Exhibit A related to in the affidavit of ALICIA NATIVIDAD sworn before me, this 20th day of June, 1986.

Richard C. [Signature] A COMMISSIONER FOR TAKING AFFIDAVITS

357-85

Additional Property Identifier(s) and/or Other Information

buildings outside the limits of the Property, provided however that the restoration provisions herein shall apply;

9. Notwithstanding any rule of law or equity, any of the facilities constructed or installed by Skyline hereunder shall be deemed to be the property of Skyline, even though the same may have been annexed or affixed to the Property;

10. Skyline shall have the absolute right to assign or transfer its rights hereunder in whole or in part, and shall not be obligated to give the Corporation or the Developer 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 wherever the singular or neuter is used it shall, where necessary, be construed as if the plural or feminine or masculine had been used and vice versa, as the case may be.

IN WITNESS WHEREOF the parties hereto have executed this agreement.

SIGNED, SEALED AND DELIVERED in the presence of

CARLETON CONDOMINIUM CORPORATION NO. 294

PER: [Signature] President - William Scanlon

PER: [Signature] Secretary - Cheryl Rich

THE DOUGLAS MACDONALD DEVELOPMENT CORPORATION

PER: [Signature] Authorized Signing Officer David Spillemaer

PER: \_\_\_\_\_

SKYLINE CABLEVISION LIMITED

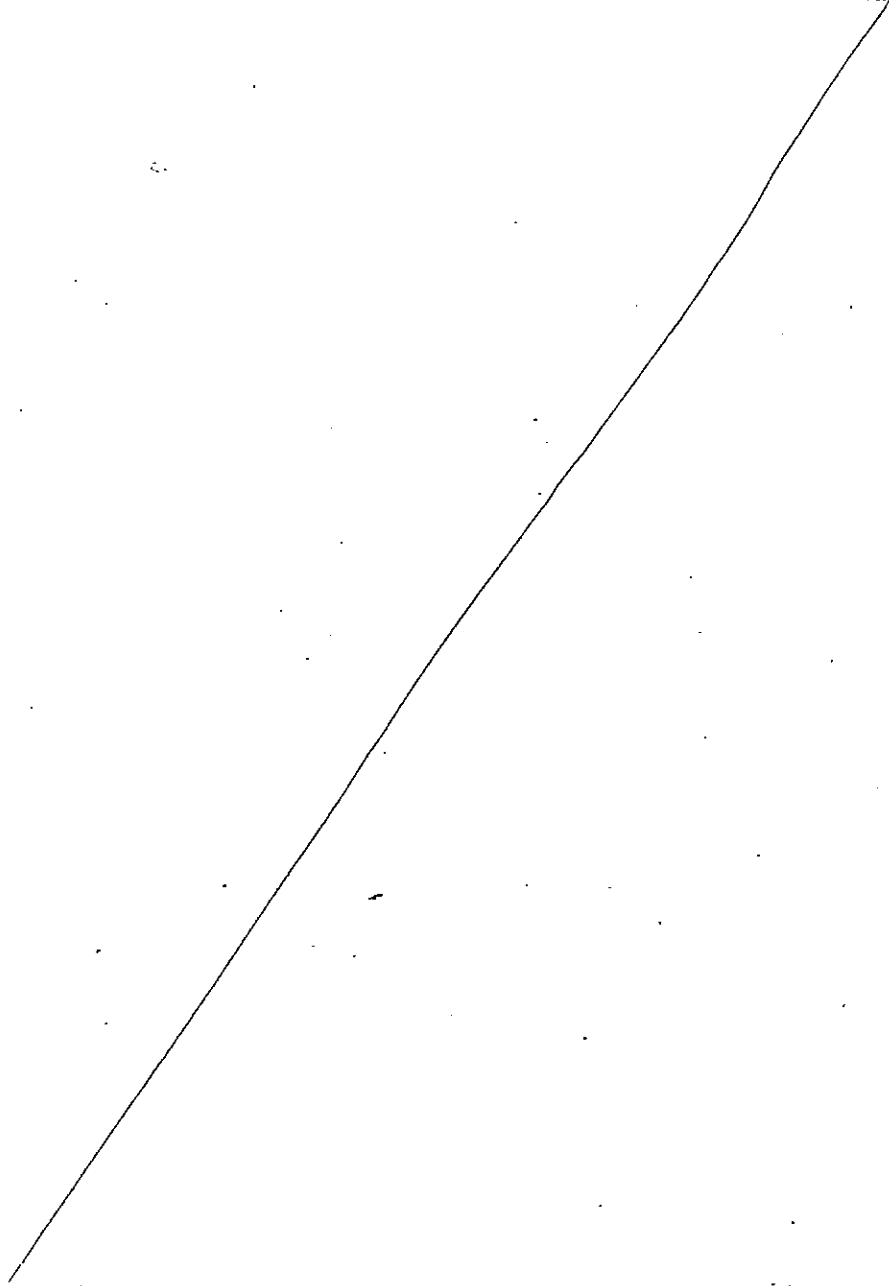
PER: [Signature] LAWRENCE SOLONIKY



Additional Property Identifier(s) and/or Other Information

LEGAL DESCRIPTION

ALL the Units and Common Elements of Carleton Condominium Corporation No. 294.



357-85

OFFICE ONLY

16

Additional Property Identifier(s) and/or Other Information

AFFIDAVIT

IN THE MATTER OF Section 9 of the Condominium Act, R.S.O. 1980, Chapter 84.

AND IN THE MATTER OF AN AGREEMENT BETWEEN

CARLETON CONDOMINIUM CORPORATION NO. 294

AND

THE DOUGLAS MACDONALD DEVELOPMENT CORPORATION

AND

SKYLINE CABLEVISION LIMITED

DATED THE 19th DAY OF June, 1986

I, WILLIS SCANLON of the City of Nepean in the Regional Municipality of Ottawa-Carleton

MAKE OATH AND SAY AS FOLLOWS:

1. I am the President of Carleton Condominium Corporation No. 294 named in the attached Agreement, and as such have knowledge of the matters hereinafter sworn.

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

SWORN before me at the City of Nepean in the Regional Municipality of Ottawa-Carleton this 19th day of June 1986.

Handwritten signature of Willis Scanlon over a line with the printed name WILLIS SCANLON below it.

DAVID COLIN ANDERSON, a Commissioner, etc., Judicial District of Ottawa-Carleton, for The Douglas Macdonald Development Corp. and its subsidiary, associated and affiliated companies. Expires 1. Jan. 29, 1987.





Additional Property Identifier(s) and/or Other Information

MORTGAGEE'S CONSENT

THE BANK OF NOVA SCOTIA, the registered owner of Charge No. 197238 and 406874, in consideration of the sum of Two Dollars (\$2.00) of lawful money of Canada now paid by each of the Corporation and the Developer, the receipt whereof is hereby acknowledged, joins herein for the purpose of consenting to this agreement and to the registration of same in the appropriate Land Registry Office.

THE BANK OF NOVA SCOTIA

PER: [Signature]

A. EDWARD TAYLOR  
GENERAL MANAGER

DATED AT TORONTO, ONTARIO  
this 7th Day April, 1986

[Signature]

LOUISE M. BOYD  
ASSISTANT SECRETARY

B.N.S. Document  
No. 830086  
Approved for  
Execution

Additional Property Identifier(s) and/or Other Information

MORTGAGEE'S CONSENT

CANADA MORTGAGE AND HOUSING CORPORATION, the registered owner of Charge No. 209308, in consideration of the sum of Two Dollars (\$2.00) of lawful money of Canada now paid by each of the Corporation and the Developer, the receipt whereof is hereby acknowledged, joins herein for the purpose of consenting to this agreement and to the registration of same in the appropriate Land Registry Office.

APPROVED APPROVE	
CONSENT	FORM
FORM	FORM

PER: *David Stewart*  
 Authorized Officer DAVID G. STEWART

*Diane Charron*  
 Authorized Officer - DIANE CHARRON

452720

CERTIFICATE OF RECEIPT  
OTTAWA-CARLETON NO. 4  
AT OTTAWA

'86 JUL 7 AM 11 26

*J. Steele*  
JANET STEELE  
ASSISTANT DEPUTY LAND REGISTRAR

FOR OFFICE USE ONLY

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

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

(4) Nature of Document  
NOTICE OF AGREEMENT - Section 74 of The Land Titles Act

(5) Consideration  
See Schedule Dollars \$

(6) Description  
All Units and Common Elements comprising the property included on Carleton Condominium Plan No. 294 City of Gloucester, Regional Municipality of Ottawa-Carleton, Land Titles Division of Ottawa-Carleton (No.4)

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

New Property Identifiers Additional: See Schedule

Executions Additional: See Schedule

(8) This Document provides as follows:

THE HYDRO-ELECTRIC COMMISSION OF THE CITY OF GLOUCESTER, having an unregistered estate, right, interest or equity in the land entered in the register for all the Units and Common Elements comprising the property included in Carleton Condominium Corporation No. 294, of which The Douglas MacDonald Development Corporation is the registered owner, hereby applies under Section 74 of The Land Titles Act for the entry of a Notice of Agreement dated the 19th day of June, 1986, between Carleton Condominium Corporation No. 294, The Hydro-Electric Commission of the City of Gloucester, The Douglas MacDonald Development Corporation, The Bank of Nova Scotia and Canada Mortgage and Housing Corporation, in the register for all the Units and Common Elements of Carleton Condominium Corporation No. 294. The evidence in support of this application consists of an executed copy of the agreement.

(9) This Document relates to Instrument number(s) Continued on Schedule [

(10) Party(ies) (Set out Status or Interest) Name(s)

THE HYDRO-ELECTRIC COMMISSION OF THE CITY OF GLOUCESTER (Applicant)

Signature(s) Date of Signature

*Graeme Chambers* 1986 06 7  
Name: Graeme Chambers  
Authorized Signing Officer

*Murray S. McEwen* 1986 06 2  
Name: Murray S. McEwen  
Authorized Signing Officer

(11) Address for Service 4565 Bank Street, Gloucester, Ontario, K1G 4C1

(12) Party(ies) (Set out Status or Interest) Name(s)

CARLETON CONDOMINIUM CORPORATION NO. 294

Signature(s) Date of Signature

*Willis Stanton* 1986 06 7  
President - Willis Stanton

(13) Address for Service 210 Colonnade Road, Nepean, Ontario, K2E 7L5

(14) Municipal Address of Property MULTIPLE

(15) Document Prepared by:  
Mr. Herbert W. Pearl  
100 Gloucester Street  
Ottawa, Ontario  
K2P 0A4  
WMD/ia G7458

FOR OFFICE USE ONLY

Fees and Tax	
Registration Fee	17.00
Total	

THIS AGREEMENT, made in triplicate, this 19th June 1986, day of ~~XXXX~~ *June*

B E T W E E N:

CARLETON CONDOMINIUM CORPORATION NO. 294

hereinafter called the "Corporation",

of the FIRST PART

A N D:

THE HYDRO-ELECTRIC COMMISSION  
OF THE CITY OF GLOUCESTER

hereinafter called the "Commission"

of the SECOND PART

A N D: THE DOUGLAS MACDONALD DEVELOPMENT CORPORATION

hereinafter called the "Developer"

of the THIRD PART

A N D: THE BANK OF NOVA SCOTIA and  
CANADA MORTGAGE AND HOUSING CORPORATION  
hereinafter called the "Mortgagee"

of the FOURTH PART

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

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

AND WHEREAS pursuant to The Condominium Act and the Declaration registered in the Land Registry Office (No. 4) for the Land Titles Division of Ottawa-Carleton at Ottawa as instrument number 416683 creating the said Corporation, the Corporation is authorized to manage and maintain the said property as defined by the said Act;

*o h*

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

AND WHEREAS the Developer, The Douglas MacDonald Development Corporation is now the owner of all of the units included in the said property;

AND WHEREAS The Bank of Nova Scotia and Canada Mortgage and Housing Corporation are now the mortgagees of all the condominium units on the said property.

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

1. The Commission shall have a free, uninterrupted and unobstructed right and licence in perpetuity to enter upon the said property for the purposes of installing, repairing, replacing, operating, extending and maintaining electric power and service wires and conduits in, upon and under the said property, together with all necessary appurtenances thereto all of which is hereinafter referred to as the "facilities", for the purpose of furnishing of hydro electric services, together with the right and licence of free, uninterrupted and unobstructed access for the Commission, its servants, agents, workmen, vehicles, supplies and equipment at all times and for all purposes and things necessary for or incidental to the exercise and enjoyment of the right and licence hereby given but subject likewise to the provisions of this agreement;

2. The Corporation agrees that before commencement of any work on this property which may disturb or affect the said facilities, it will advise the Commission of its intention to do so. The Commission agrees that it will thereupon attend upon the property and advise the Corporation, through its agents or servants thereof, of the location of its facilities so that the work of the Corporation can be carried out without damage or injury to the said facilities;

L. B.

3. The Commission covenants and agrees with the Corporation and its successors and assigns, that it shall, substantially replace at its own cost any soil, turf, asphalt or concrete removed in connection with any work done by the Commission, its servants, agents, workmen or employees;
4. The Corporation covenants and agrees with the Commission that it shall be responsible to the Commission for any damage to the Commission's facilities caused by any negligent acts or omissions of the Corporation and/or its servants, agents, workmen or employees;
5. The Corporation covenants and agrees with the Commission that should it require the Commission to relocate its facilities or any part thereof, the said Corporation shall bear the entire cost of such relocation.
6. The Corporation acknowledges and agrees that the term "extend" shall be so interpreted as to permit the Commission to alter and/or add to its facilities from time to time for the purpose of furnishing of hydro electric services to properties and/or buildings outside the limits of the condominium lands, provided however that the restoration provisions herein shall apply and the Commission shall obtain approval for the location of the extension of its facilities, which said approval shall not be unduly withheld.
7. The Developer covenants and agrees that until such time as all construction and maintenance procedures for which it is responsible, have been completed and the Developer no longer owns any units or land in the condominium the Developer shall be jointly and severally responsible with the Corporation for all responsibilities and obligations of the Corporation, as set forth in this agreement.

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

CARLETON CONDOMINIUM CORPORATION NO. 294

PER: [Signature]  
President - Willis Scallion

PER: [Signature]  
Secretary - Cheryl Rich

THE HYDRO-ELECTRIC COMMISSION OF THE CITY OF GLOUCESTER

PER: [Signature]  
Authorized Signing Officer - Graeme Chambers

PER: [Signature]  
Authorized Signing Officer - Murray S. McEwen

THE DOUGLAS MACDONALD DEVELOPMENT CORPORATION

PER: [Signature]  
Authorized Signing Officer - David Spillenaar

THE BANK OF NOVA SCOTIA

PER: [Signature]  
A. EDWARD TAYLOR, GENERAL MANAGER

PER: [Signature]  
LOUISE M. BOYD, ASSISTANT SECRETARY

B.N.S. Document  
No. 8458186  
Approved for  
Execution

APPROVED PRODUVE	T E N D E R
[Signature]	F O R M E

CANADA MORTGAGE AND HOUSING CORPORATION

PER: [Signature]  
Authorized Officer - DAVID C. STEWART

PER: [Signature]  
Authorized Officer - DIANE CHARRON

SCHEDULE "A"

All the Units and Common Elements of Carleton Condominium Corporation No. 294

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*ms*



AFFIDAVIT

IN THE MATTER OF Section 9 of the Condominium Act, R.S.L., 1980 Chapter 84.  
AND IN THE MATTER OF AN AGREEMENT BETWEEN

CARLETON CONDOMINIUM CORPORATION NO. 294

- and -

THE HYDRO-ELECTRIC COMMISSION OF THE CITY OF GLOUCESTER

- and -

THE DOUGLAS MACDONALD DEVELOPMENT CORPORATION

- and -

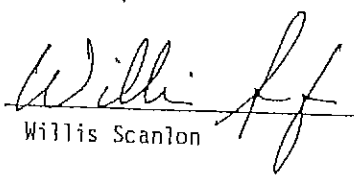
THE BANK OF NOVA SCOTIA & CANADA MORTGAGE AND HOUSING CORPORATION

DATED THE 19th day of June, 1986.

I, Willis Scanlon,  
of the City of Nepean, in the Province of Ontario,  
MAKE OATH AND SAY AS FOLLOWS:

- 1. I am the President of Carleton Condominium Corporation No. 294, named in the above mentioned Agreement, and as such have knowledge of the matters herein-after sworn.
- 2. The attached Agreement was authorized by the said Condominium Corporation under By-law No. 4.

SWORN before me at the City of )  
Nepean., in the Province of )  
Ontario, this 19th day of )

  
Willis Scanlon

DAND COLR OBERSON, a Commissioner,  
etc, Judicial District of Ottawa-Carleton, for  
The Douglas MacDonald Development Corp-  
oration and its subsidiary, associated, and  
affiliated Companies.  
Expires August 28, 1986.

APPLICATION TO REGISTER

NOTICE OF AN AGREEMENT

THE LAND TITLES ACT SECTION <sup>74</sup>~~78~~

TO: THE LAND REGISTRAR  
FOR THE LAND TITLES DIVISION OF OTTAWA-CARLETON NO. 4

I, THE REGIONAL MUNICIPALITY OF OTTAWA-CARLETON  
being interested in the land(s) entered  
as Parcel No(s) ~~A-1~~ A-2  
in the Register for Section 890  
of which THE DOUGLAS MACDONALD DEVELOPMENT CORPORATION  
is the registered Owner  
hereby apply to have Notice of an Agreement dated the  
17th day of September, 1982  
made between THE DOUGLAS MACDONALD DEVELOPMENT CORPORATION  
and THE REGIONAL MUNICIPALITY OF OTTAWA-CARLETON  
entered on the parcel register.

The evidence in support of this Application consists of:

1. An executed copy of the said Agreement  
This Application is not being made for any fraudulent or  
improper purpose.

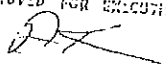
My address for service is 222 Queen Street, Ottawa, Ontario

THE REGIONAL MUNICIPALITY OF  
OTTAWA-CARLETON

  
CHAIRMAN

  
CLERK

APPROVED FOR EXECUTION

  
REGIONAL SOLICITOR

THIS AGREEMENT made in duplicate this 24th day of June 19 86

BETWEEN:

CARLETON  
CONDOMINIUM CORPORATION NO. 294

(hereinafter called the "Settlor")

ON THE FIRST PART:

- and -

GUARANTY TRUST COMPANY OF CANADA

(hereinafter called the "Trustee")

ON THE SECOND PART.

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

AND WHEREAS the Settlor desires to make provision for the expeditious payment out of the proceeds of such insurance in the event of damage to the property as described in the description registered pursuant to The Condominium Act, S.O. 1983, herein called "The Act".

In consideration of the mutual covenants herein contained, it is hereby mutually agreed by the parties hereto as follows:

ARTICLE I Definitions

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

ARTICLE II Appointment of Trustee

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

ARTICLE III Payment by Trustee

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

1. In the event of:

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

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

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

or (b) Damage to the property, excluding the buildings and the units, the Trustee shall disburse the

proceeds of all insurance in its hands and arising out of such damage, toward the cost of repairing such damage, from time to time, as the repairs of such damage progress, upon the written request of the Settlor accompanied by the following:

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

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

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

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

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

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

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

ARTICLE IV Deficiency of Insurance Proceeds

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

ARTICLE V Liability and Indemnification of Trustee

1. The Trustee shall have no duties except those which are expressly set forth in this Agreement and shall in no way be responsible or liable for any loss, costs or damages which may result from anything done or omitted to be done by such Trustee, hereunder, except in the case of negligence or bad faith, the Trustee shall be protected in acting upon any certificate, statement, request, consent, agreement or other instrument whatsoever, not only as to its due execution and validity and the effectiveness of its provisions, but also as to the truth and accuracy of any information therein contained, which it shall, in good faith, believe to be genuine, and to have been signed and presented by the proper person or persons. It shall have no responsibility with respect to any cheques deposited with it hereunder except the usual responsibilities of collecting bank and it shall have no responsibility with respect to the application of any funds paid by it pursuant to the provisions of this Agreement.

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

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

ARTICLE VI Termination of Condominium

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

ARTICLE VII Termination of Agreement

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

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

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

1. This Agreement shall not be modified or amended without the consent of the parties hereto and any mortgagee holding first mortgages on more than 50% of the units. Any amendments to the declaration or by-laws shall be communicated to the Trustee by the Settlor.

2. Upon being advised of damage to the buildings or upon receipt of any monies in accordance with the terms of this Agreement, the trustee shall notify all mortgagees shown on the Settlor's register. The Settlor shall deliver forthwith to the Trustee upon request in writing, a copy of the Settlor's register and the Trustee shall be entitled to rely upon such register for the accuracy of the information set forth therein.

3. Certain provisions of this Agreement are for the benefit of the mortgagees of the units and all such provisions are covenants for the benefit of any mortgagee shown on the Settlor's register and may be enforced by such mortgagee.

ARTICLE IX Address for Service

Any certificate, declaration or notice in writing given to the Settlor, pursuant to this Agreement, shall be sufficiently given if mailed by prepaid registered post to the Settlor at 210 Colonnade Road, Nepean, Ontario K2E 4L5

Any certificate, declaration or notice in writing given to the Trustee pursuant to this Agreement shall be sufficiently given if mailed by prepaid registered post to the Trustee at 109 Bank Street, Ottawa, Ontario.

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

ARTICLE X Remuneration of Trustee

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

ARTICLE XI Assignment of Agreement

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

ARTICLE XII Acceptance of Trust

The Trustee hereby accepts the trust herein set forth.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

CARLETON  
CONDOMINIUM CORPORATION NO. 294

Per: Willis Scanlon  
President - Willis Scanlon

Per: Cheryl Rich  
Secretary - Cheryl Rich

GUARANTY TRUST COMPANY OF CANADA

Per: Brent Moran  
BRENT MORAN

Per: Marcel Rote  
MARCEL ROTE

APPROVED  
FOR EXECUTION  
BY G.T.C. of CAN.  
# 199 MR

CERTIFICATE

CARLETON CONDOMINIUM CORPORATION NO. 294 hereby certifies that the By-Law No. 6 attached hereto was made in accordance with the Condominium Act, being Chapter 84 of the Revised Statutes of Ontario, 1980 and any amendments thereto, the Declaration and By-Laws of the Corporation, and that the said By-Law No. 6 has not been amended and is in full force and effect.

DATED at the City of Ottawa, Province of Ontario this 28 day of April, 1999.

CARLETON CONDOMINIUM CORPORATION NO. 294

Per: *A. Ross-Meluskie*  
Print Name: A. ROSS-MELUSKIE  
Print Title: PRESIDENT

I have authority to bind the Corporation. (seal)



CARLETON CONDOMINIUM CORPORATION NO. 294

BY-LAW NO. 6

BE IT ENACTED as By-law No. 6 (being a By-law respecting the installation of water sub-meters) of Carleton Condominium Corporation No. 294 (hereinafter referred to as the "Corporation") as follows:

WHEREAS the Corporation wishes to install water sub-meters and to collect the costs of water consumed by each unit owner from such unit owner, on a user-pay basis;

AND WHEREAS Section 28 of the Condominium Act, R.S.O. 1990, c. C-26, allows the Corporation to pass by-laws to govern the management of the property;

AND WHEREAS Section 28 of the Act requires that by-laws be confirmed by owners who own not less than 51 percent of the units;

NOW THEREFORE be it enacted as a By-law of the Corporation as follows:

ARTICLE I  
DEFINITIONS

1. All words used herein which are defined in the Condominium Act, R.S.O. 1990, c. C-26, or any successor (the "Act") shall have ascribed to them the meanings set out in the Act as amended from time to time.
2. For the purpose of this By-law, water charges shall include all water and sewer charges payable to the Regional Municipality of Ottawa-Carleton, or any successor, or other responsible authority.

ARTICLE II  
INSTALLATION OF INDIVIDUAL WATER METERS

1. The Corporation is hereby authorized to enter into all units (upon reasonable notice), or into any part of the common elements of which the owner has the exclusive use, for the purpose of installing a water sub-meter and a remote reader to measure the total volume of water consumed within each unit. The remote reader shall be installed on an exterior wall of each dwelling unit.
2. All costs related to the initial installation of the sub-meter and the remote reader shall be paid by the Corporation. Thereafter, each of the owners shall maintain, repair and replace the sub-meter, remote reader and any related apparatus as required.

ARTICLE III  
INDIVIDUAL METERING OF WATER

1. The Corporation is hereby authorized to enter into all units (upon reasonable notice), or into any part of the common elements of which the owner has the exclusive use, for the purpose of reading and inspecting the water sub-meters and remote readers.
2. Each owner shall pay to the Corporation his or her share of the total water charges. The share payable by each owner on account of water charges shall be based on the total amount of water consumed in his or her unit, as recorded by the water sub-meter and the remote reader.
3. The water charges shall be payable as follows:

- a) Following the preparation of any budget of the Corporation, the Corporation shall provide each owner with a payment schedule indicating his or her monthly common expense payment and his or her estimated monthly water charges. Each owner shall pay his or her estimated monthly water charges on the first day of each month, together with his or her regular monthly common expense payment.
- b) The Board shall have the full and unfettered discretion to calculate each owner's estimated monthly water charges on such basis as it deems appropriate.
- c) Within 60 days following each fiscal year end, based on an actual reading taken for each sub-meter, the Corporation shall provide each owner with an invoice indicating the total outstanding volume and cost of water consumed in his or her unit and indicating whether such owner:
  - i) is entitled to a refund of an excess amount prepaid on account of water charges; or alternatively,
  - ii) owes the Corporation an additional amount representing the difference between the cost of all water consumed and the amount prepaid on account of water charges.
- d) Any amount owing by any owner to the Corporation pursuant to Article III(3)(c)(ii) herein shall be payable within 30 days following delivery of the invoice and shall be collectible in accordance with Article IV herein.
- e) Any refunds due to owners pursuant to Article III(3)(c)(i) herein shall be distributed when the said amounts due pursuant to Article III(3)(c)(ii) herein have been collected and are available for redistribution.

#### ARTICLE IV COLLECTION OF OWNERS' SHARES

Any amounts owing to the Corporation pursuant to this By-law and not paid when due, including any costs relating to the collection or attempted collection of any such amount, shall be added to the common expenses of the unit and shall be collectible from the unit owner in the same manner as common expenses, including by way of condominium lien. Such amounts shall bear interest at the rate of 12% per annum calculated and compounded monthly, on such amount as from time to time remains unpaid.

#### ARTICLE V WATER COMMITTEE

Without limiting the discretion of the Board of Directors to administer the collection of the contributions to the water charges, the Corporation may establish a Water Committee to administer the collection and payment of water charges and to attend to the reading of the water sub-meters and/or remote readers.

#### ARTICLE VI PURCHASE ADJUSTMENTS

1. In the event of a sale of any unit in the Corporation, the vendor and the purchaser of such unit shall be responsible for adjusting water charges to the date of closing. The Estoppel Certificate issued by the Condominium Corporation will make reference only to water charges which have been invoiced to, but not yet paid by, the unit owner.
2. Amounts prepaid by the owner on a monthly basis on account of water charges will be based on estimates, in accordance with Article III(3) of this By-law. It is the responsibility of the vendor and the purchaser of any unit in the Corporation to read the sub-meter

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OTTAWA-CARLETON (4)

99 JUN 11 11 46

New Property Identifiers

Additional: See Schedule

Executions

Additional: See Schedule

(1) Registry  Land Titles  (2) Page 1 of 4 pages

(3) Property Identifier(s) 15294-0001 to 15294-0053 inclusive Additional: See Schedule

(4) Nature of Document  
By-Law No. 7 (Condominium Act, Section 28)

(5) Consideration  
Dollars \$

(6) Description  
All Units and Common Elements comprising the property included in Carleton Condominium Plan No. 294  
City of Ottawa  
Regional Municipality of Ottawa-Carleton  
Land Titles Division of Ottawa-Carleton No. 4

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

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

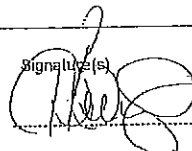
Continued on Schedule [ ]

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

(10) Party(ies) (Set out Status or Interest)  
Name(s)

CARLETON CONDOMINIUM  
CORPORATION NO. 294  
by its solicitors, NELLIGAN/POWER

Signature(s)



Per: Deborah A. Bellinger  
Title: Solicitor

Date of Signature

Y	M	D
1999	07	08

(11) Address for Service

1900 - 66 Slater Street, Ottawa, Ontario, K1P 5H1

(12) Party(ies) (Set out Status or Interest)  
Name(s)

Signature(s)

Date of Signature

Y	M	D

(13) Address for Service

(14) Municipal Address of Property

Multiple

(15) Document Prepared by:

D. Bellinger 12518-1  
Nelligan Power  
66 Slater Street  
Suite 1900  
Ottawa, Ontario  
K1P 5H1

Fees and Tax

Registration Fee

Total

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CARLETON CONDOMINIUM CORPORATION NO. 294

BY-LAW NO. 7

BE IT ENACTED as By-Law No. 7 (being a By-Law respecting Directors' and Officers' Liability Insurance, Insurance Deductible and Directors' Terms) of CARLETON CONDOMINIUM CORPORATION NO. 294 (hereinafter referred to as the "Corporation") as follows:

ARTICLE I  
DEFINITIONS

All words used herein which are defined in the *Condominium Act*, R.S.O. 1990, c. C-26, or any successor ("the Act") shall have ascribed to them the meanings set out in the Act as amended from time to time.

ARTICLE II  
DIRECTORS AND OFFICERS LIABILITY INSURANCE

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

- (a) The policy shall provide for coverage on a full claims-made basis, (covering any claims made during the term of the policy arising out of any "wrongful act" since the registration of the Corporation on July 12, 1985). The policy shall therefore provide insurance protection for the actions of all past and present Directors and Officers of the Corporation;
- (b) The policy shall provide coverage on identical terms to all past and present Directors and Officers of the Corporation and they all shall be insureds under the policy. Without limiting the generality of the foregoing, the policy shall contain no exclusions which apply only to certain past or present Directors and Officers of the Corporation, and therefore not to all past or present Directors of the Corporation;
- (c) The Corporation shall be an insured under the policy, and the coverage shall extend to any claims under the policy for which the Corporation may be required to afford indemnity under the provisions of the Condominium Act and/or the Corporation's By-Laws;
- (d) The policy shall not specifically exclude coverage for claims asserted by the Corporation;
- (e) A copy of this By-Law shall be provided to the Directors and Officers liability insurer and shall be attached to any application for Directors and Officers liability insurance;
- (f) The Corporation's manager may be included as an additional insured under the policy.

ARTICLE III  
AMENDMENT TO BY-LAW NO. 1  
(Respecting election and term of Directors)

By-law No. 1 of the Corporation is hereby amended by replacing Article VI, Section 4 of the said By-law No. 1 with the following:

"Section 4 Election and Term: The Directors of the Corporation shall be elected in rotation, and upon the expiration of their respective term of office shall retire, but shall be eligible for re-election. At the first election held following passage of this By-law, two (2) Directors shall be elected to hold office for a term of one (1) year from the date of their election; two (2) Directors shall be elected to hold office for a term of two (2) years from the date of their election; and one (1) Director shall be elected to hold office for a term of three (3) years from the date of his/her election. 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 or otherwise be removed from the Board prior to the expiration of their respective terms, and shall be replaced at a meeting of members for that purpose, the newly elected Director or Directors receiving the greater votes shall complete the longest remaining terms of the vacating Director. 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.

All elected directors shall continue to act until their successors are elected.

If, at any meeting, two (2) or more directors are elected to fill vacancies having different terms (for example, because of a director's resignation or other removal from the Board prior to the expiration of that director's term), the elected director or directors receiving the greater votes shall fill the vacancies having the longer terms."

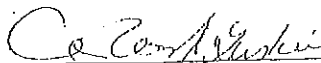
#### ARTICLE IV MISCELLANEOUS

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

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

DATED this 27<sup>th</sup> day of MAY, 1999.

CARLETON CONDOMINIUM CORPORATION NO. 294



Print Name: A. ROSS-MCCLUSKIE

Print Title: PRESIDENT, CCC 294

I have authority to bind the Corporation.

and/or remote reader on closing and to adjust for any excess amount or additional amount owing on account of water charges as they see fit.

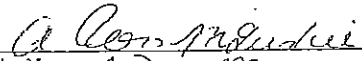
ARTICLE VII  
MISCELLANEOUS

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

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

DATED this 11 day of March, 1999.

CARLETON CONDOMINIUM CORPORATION NO. 294

  
Print Name: A. ROSS-McLUSKIE  
Print Title: PRESIDENT

I have authority to bind the Corporation.

Schedule "A"

CARLETON CONDOMINIUM CORPORATION NO. 294

BY-LAW NO. 8

BE IT ENACTED as By-Law No. 8 of CARLETON CONDOMINIUM CORPORATION NO. 294 (hereinafter referred to as the "Corporation") as follows:

ARTICLE I  
DEFINITIONS

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

ARTICLE II  
MEETINGS OF OWNERS

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

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

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



(4) Voting:

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

(5) Chairperson:

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

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

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

ARTICLE III  
BOARD OF DIRECTORS

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

(2) Qualifications:

- (a) In addition to the qualifications for Directors which are set out in the Act, at least four Directors shall be owners of units in the condominium.

- (b) If a unit has more than one owner, only one of those owners may be a member of the Board at any time.
- (c) A person immediately ceases to be a Director if the person fails to attend three consecutive Board Meetings without providing an excuse which is reasonably satisfactory to the Board.
- (d) A person immediately ceases to be a Director if the person is an owner and any contributions payable in respect of the owner's unit have been in arrears for 30 days.

(3) Election and Term:

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

<u>Number of Directors</u>	<u>Year of Expiration of Term</u>
1	2003
2	2004
2	2005

- (b) If a Directorship is vacated before expiration of the Director's term (whether by removal, resignation, death or otherwise), the vacancy may be filled, by appointment and/or election in accordance with the Act.
- (c) In the event of an election to fill Directorships with terms expiring in different years, the person(s) receiving the most votes shall be elected to the Directorships with the longer remaining term(s).
- (d) The Directorship which expires in 2003 (see above) is hereby designated as the "owner-occupier elected Directorship" for the purposes of Section 51 of the Act.
- (e) When a Director's term expires, he or she shall retire, but shall be eligible for re-election.

(4) Calling of Meetings:

- (a) Board meetings may be called by resolution of the Board. In such cases, the Secretary or another person designated by the Board shall give notice of the meeting in accordance with sub-paragraph (c) hereof.
- (b) Board meetings may also be called by any two Directors. In such cases, the notice shall be signed by each of the two Directors and one of the two Directors shall give notice of the meeting in accordance with sub-paragraph (c) hereof.
- (c) Written notice of Board meetings shall be given to all Directors at least 48 hours before the meeting. Any such Notice may be given in accordance with Article VII of this by-law.
- (d) A meeting of the Directors may be held by teleconference or another form of communications system that allows the Directors to participate concurrently, provided all Directors of the Corporation consent to the means used for holding the meeting.
- (e) The Board may appoint a day or days in any month or months for regular meetings at a place and hour to be named. A copy of any resolution of the Board fixing a

place and time for such regular meetings shall be sent to each Director, but no other notice shall be required for any such meeting.

- (f) No notice of a meeting shall be necessary if all the Directors are present and consent to the holding of such meeting or if those absent have waived notice of or otherwise signified in writing their consent to the holding of such meeting.
- (5) Indemnification of Directors: Every Director and every Officer of the Corporation and the person's heirs, executors, administrators, estate trustees and other legal personal representatives shall from time to time be indemnified and saved harmless by the Corporation from and against:
- (a) any liability and all costs, charges and expenses that the Director or Officer sustains or incurs in respect of any action, suit or proceeding that is proposed or commenced against the person for or in respect of anything that the person has done, omitted to do or permitted in respect of the execution of the duties of office; and
  - (b) all other costs, charges and expenses that the person sustains or incurs in respect of the affairs of the Corporation.

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

#### ARTICLE IV OFFICERS

- (1) Elected Officers: At the first meeting of the Board after each election of Directors, the Board shall elect from among its members a President. In default of such election the then incumbent, if a member of the Board, shall hold office until his/her successor is elected.
- (2) Appointed Officers: From time to time the Board shall appoint a Secretary, a Vice-President, a Treasurer and such other Officers as the Board may determine, including one or more assistants to any of the Officers so appointed. The Officers so appointed may, but need not, be members of the Board. One person may hold more than one office and if the same person holds both the office of Secretary and the office of Treasurer he/she may be known as Secretary-Treasurer.
- (3) Term of Office: In the absence of written agreement to the contrary, the Board may remove at its pleasure, and replace, any Officer of the Corporation.
- (4) President: The President shall, when present, preside at all meetings of the Board and shall be charged with the general supervision of the business and affairs of the Corporation.
- (5) Vice-President: During the absence of the President his/her duties may be performed and his/her powers may be exercised by the Vice-President.
- (6) Secretary: Subject to this by-law and subject to any resolution of the Board, the Secretary shall give or cause to be given all notices required to be given to the Directors, auditors, mortgagees and all others entitled thereto; he/she shall use his/her best efforts to attend all meetings of the Directors and of the owners and shall enter or cause to be entered in books kept for that purpose minutes of all proceedings at such meetings; he/she shall be the custodian of the seal of the Corporation as well as all books, papers, records,

documents and other instruments belonging to the Corporation and he/she shall perform such other duties as may from time to time be prescribed by the Board.

- (7) Treasurer: The Treasurer shall keep or cause to be kept full and accurate books of account in which shall be recorded all receipts and disbursements of the Corporation and under the direction of the Board shall control the deposit of money, the safekeeping of securities and the disbursements of the funds of the Corporation; he/she shall render to the Board at the meeting thereof or whenever required of him/her an account of all of his/her transactions as Treasurer and of the financial position of the Corporation and he/she shall perform such other duties as may from time to time be prescribed by the Board.
- (8) Variation of Duties: From time to time, the Board may, by resolution, vary, add to, or limit the powers and duties of any Officer or Officers, including any of the duties described in this by-law.
- (9) Compensation: Compensation of all Officers and employees of the Corporation shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Corporation nor preclude any Director entering into a contract with the Corporation for the management of the Corporation.

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

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

#### ARTICLE VI FINANCIAL YEAR

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

#### ARTICLE VII NOTICE

- (1) Board Meetings: Notices of Board meetings shall be given in the manner set out in the Act.
- (2) Owner's Meetings: Notices of Owner's meetings shall be given in the manner set out in the Act.
- (3) Other Notices by the Corporation: Subject to the Act, any other notice, communication or document required to be given or delivered by the Corporation shall be sufficiently given by delivering it personally, or delivering it to the address noted for the addressee in

the record of names and addresses kept by the Corporation in accordance with the Act, or by sending it by ordinary mail, courier delivery, facsimile transmission or electronic communication addressed to the addressee at the latest address shown in the records of the Corporation for the addressee.

- (4) Notice to the Board or Corporation: Subject to the Act, any notice, communication or document to be given to the Board or the Corporation shall be sufficiently given if sent by ordinary mail addressed to it at the address for service of the Corporation set out in the records of the Corporation.
- (5) When Notice Effective: Any notice delivered by mail shall be deemed to be received and effective on the date it is deposited in a post office or public letter box. All other notices shall be effective on the date they are sent.
- (6) Omissions and Errors: The accidental omission to give any notice to anyone entitled thereto or the non-receipt of such notice or any error in any notice not affecting the substance thereof shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise founded thereon.

#### ARTICLE VIII ASSESSMENT AND COLLECTION OF COMMON EXPENSES

- (1) Duties of the Board: The Board shall from time to time, and at least annually, prepare a budget for the property and determine by estimate the amount of common expenses for the next ensuing fiscal year, or remainder of the current fiscal year, as the case may be. The Board shall allocate and assess such common expenses as set out in the budget for such period among the owners, according to the proportions in which they are required to contribute to the common expenses as set forth in the Declaration. The Board shall advise all owners promptly in writing of the amount of common expenses payable by each of them respectively determined as aforesaid, and shall deliver copies of each budget on which common expenses are based to all owners entered in the record kept pursuant to the Act.
- (2) Duties of the Owners: Each owner shall be obligated to pay to the Corporation, or as it may direct, the amount of such assessment as follows:
  - (a) The owner's monthly common expenses shall be paid in advance on the first day of each and every month next following delivery of such assessment until such time as a new assessment shall have been delivered to such owner.
  - (b) Prior to the commencement of each fiscal year of the Corporation, each owner shall furnish to the Corporation a set of twelve post-dated cheques, or shall arrange for pre-authorized payments, on a system run by the Corporation, if the Corporation offers this service, covering the standard monthly payments due by the owner during the fiscal year on account of common expenses, or in order to facilitate collection shall pay the monthly payments in such other manner as may be directed by the Corporation.
- (3) Special Assessments: The Board may make special assessments when the Board does not have sufficient funds to meet expenditures which have been incurred or which it is anticipated will be incurred. Notice of any such special assessment shall include a written statement setting out the reasons for the assessment and the assessment shall be payable by each owner within ten (10) days after the owner has been given notice of the assessment or within such further period of time and in such instalments as the Board may determine.

(4) Default:

- (a) Arrears of any payments required to be made to the Corporation under the provisions of this Article or under the provisions of the Act shall bear interest at the rate of twelve percent (12%) per annum and shall be compounded monthly until paid. For each late payment or non-payment of common expenses (whether related to a monthly payment or a special assessment), there shall be added to the amount owing with respect to the particular unit an administration fee of \$25.00, or such other amount as may be determined by resolution of the Board.
- (b) In addition to any remedies or liens provided by the Act, if any owner is in default in payment of any assessment levied against him/her, the Board may retain a solicitor on behalf of the Corporation to enforce collection and there shall be added to any amount found due all costs of such solicitor as between a solicitor and his/her own client and such costs shall be collectible against the defaulting owner in the same manner as common expenses.
- (c) All payments upon account of common expense arrears shall be first applied to the arrears which were first due with respect to the particular unit.

ARTICLE IX  
POWERS OF THE CORPORATION

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

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

ARTICLE X  
USE OF COMMON ELEMENTS BY NON-RESIDENTS

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

ARTICLE XI  
INDEMNIFICATION BY OWNERS

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

ARTICLE XII  
UNIT INSPECTIONS

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

- (1) Entry: The Corporation may enter any unit, upon reasonable notice, in order to carry out the objects and duties of the Corporation. Note, however, that in the case of an emergency it may be reasonable for the Corporation to gain immediate access to a unit (i.e., without notice).
- (2) Regular Inspections: The Corporation also conducts "regular inspections" as follows:  

The Corporation conducts scheduled inspections and maintenance at pre-determined intervals each year. These inspections are conducted for the following purposes:

  - (i) Assessment of the condition of components of the common elements or other conditions which may affect the common elements or other units;
  - (ii) Visual review of any condition which might violate the provisions of the *Condominium Act, 1998* or the Corporation's Declaration, By-laws and Rules.
- (3) Unacceptable Conditions: If, upon entry to a unit, the Corporation discovers any condition which contravenes the Act or the Corporation's declaration, by-laws or rules, the Corporation may:
  - (a) Take steps to remedy the condition at the expense of the owner of the unit. In such cases, all such costs and also any costs incurred by the corporation in relation to the inspection, shall be added to the owner's common expenses;
  - (b) Give notice of the condition to the owner of the unit;
  - (c) Take such other steps as the Board of Directors deems appropriate.

However, the owner of the unit, including any purchaser of the unit, shall be entirely and exclusively responsible for any such condition whether or not the condition has been detected by the Corporation, whether or not the Corporation has given any notice of the condition to the owner or to the purchaser, and whether or not the Corporation has taken

any other steps related to the condition. In other words, no steps taken by the Corporation hereunder shall relieve the owner, including any purchaser of the unit, from full responsibility for the condition of the unit and any modifications made to the unit or the common elements by any owner of the unit, including any prior owner of the unit. It is the duty of every owner to make or arrange all necessary inspections in order to ascertain the condition of the unit and any such modifications to the common elements and then to take any appropriate corrective action.

ARTICLE XIII  
NOTICE TO CORPORATION OF DEFECTS, SYMPTOMS OR ACCIDENTS

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

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

ARTICLE XIV  
CORPORATION USE OF HOSE BIBS

- (1) The Corporation shall have the right to use hose bibs wherever located on the property for the purpose of watering the grounds.

ARTICLE XV  
REPEAL OF BY-LAW NO. 1 AND ARTICLE III OF BY-LAW NO. 7

By-Law No. 1 and Article III of By-law No. 7 of the Corporation are hereby repealed.

ARTICLE XVI  
MISCELLANEOUS

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



- (4) Alterations: This by-law or any part thereof may be varied, altered or repealed by a by-law passed in accordance with the provisions of the Act, and the Declaration.

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

DATED this 6<sup>th</sup> day of March, 2003.

CARLETON CONDOMINIUM CORPORATION NO. 294

  
Print Name: Rene A Seppala  
Print Title: PRESIDENT

I have authority to bind the Corporation.

Version 8 - October 2002

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This document was prepared by Nelligan O'Brien Payne LLP for CCC #294 based on a thorough review of all relevant documentation and the specific circumstances of this condominium. This document may not be appropriate for another condominium.

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

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Schedule "A"

CARLETON CONDOMINIUM CORPORATION NO. 294

BY-LAW NO. 9

BE IT ENACTED as By-Law No. 9 (being a by-law respecting common element modifications) of CARLETON CONDOMINIUM CORPORATION NO. 294 (hereinafter referred to as the "Corporation") as follows:

ARTICLE I  
DEFINITIONS

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

ARTICLE II  
PURPOSE OF THIS BY-LAW

This by-law is being passed for the following purposes:

1. To confirm the types of common element modifications which owners are permitted to make, subject to the terms and conditions described in this by-law.
2. To record the Board's approval of the modifications, subject to the terms and conditions in this by-law.
3. To provide any required notice to owners and required voting approval for the modifications.
4. To establish the terms and conditions which apply to any such modification and which accordingly constitute an agreement between the owner(s) and the Corporation pursuant to the Act and this by-law.

NOTE: By-Law No. 5 shall continue to apply to the modifications described in that By-Law, made prior to May 5, 2001.

ARTICLE III  
PERMITTED MODIFICATIONS

Unit owners may make any one or more of the following modifications to the common elements, subject in each case to the terms and conditions set forth in Article IV hereof:

1. Natural gas fireplace inserts.
2. Exclusive use patio areas constructed of patio stones.
3. Flower gardens outside of exclusive use areas.
4. Flower boxes outside of exclusive use areas.
5. Storm doors.
6. Central air conditioners installed in the exclusive use area.
7. Decks in exclusive use areas.
8. Eavestroughing.
9. Interlocking stone walkways or patios.
10. Landscaping including planting of bushes and shrub which may grow no taller than 6 feet, in exclusive use areas.
11. Physical aids for the disabled.
12. Utility Sheds in exclusive use areas.

13. Installation of satellite dishes, provided they are not attached to the property, including any building or structure on the property.

#### ARTICLE IV TERMS AND CONDITIONS

The within approval of the modifications described in Article III (herein called the "modification(s)") is subject to the following terms and conditions and any unit owner carrying out, or having carried out, any such modification(s) agrees with the Corporation and all other unit owners, on his/her own behalf and on behalf of his/her successors and assigns, to be bound by and to comply with all such terms and conditions, namely:

1. No modification shall be made or kept except with the prior written approval of the Corporation, such approval to be at the sole discretion of the Board. The modification shall comply with all plans, drawings, specifications, colours and/or other requirements as may be approved in writing by the Board or as may be set forth in the By-laws, Rules or Policies of the Corporation. Furthermore, prior to proceeding with the modification, the owner shall obtain and provide to the Corporation such permits and professional certificates as may be requested in writing by the Board.
2. All modifications shall comply with all municipal, provincial and federal legislation, including all municipal By-Laws and building regulations. The owner shall investigate and determine all occupational health and safety requirements that apply to any work related to the modification (including work related to installation, repair or maintenance of the modification) and shall ensure that all of those requirements are met.
3. The modification shall be maintained and repaired in a good and safe condition by the owner at the owner's sole expense. The Corporation shall not be responsible to maintain or repair the modification, nor shall the Corporation be responsible to obtain any insurance with respect to the modification. The modification shall be at the sole risk and expense of the owner and the modification shall be owned by the owner.
4. In the event that the owner fails to maintain or repair the modification as required herein, the Corporation may, at its option and after notifying the owner and affording the owner a reasonable opportunity to effect such maintenance or repair, carry out such maintenance or repair and all costs and expenses incurred by the Corporation in arranging and carrying out the maintenance or repair shall be payable to the Corporation by the owner and shall be collectible in accordance with Article IV(7) hereof.
5. The owner shall obtain insurance against any and all risks of damage or harm to persons or property or any other liability which may arise in connection with the modification. The owner shall provide to the Corporation proof satisfactory to the Corporation that such insurance is in place within a reasonable period of time following any request by the Corporation for such proof.
6. The owner shall fully and completely indemnify and save harmless the Corporation from and against any and all loss, costs, expenses, claims or damages, of whatever kind and however arising, as a result of a breach of any of these terms and conditions, or otherwise relating to the modification, including any claims against the Corporation for damages resulting from, caused by, or associated with the modification. Without limiting the generality of the foregoing, the owner shall be responsible for all costs and expenses incurred in order to remove the modification to afford the Corporation access to any portion of the property (for the purposes of carrying out repair or maintenance, or for any other reason) as well as reinstatement of the modification (if desired), and the Corporation shall have no obligation for any damage which may be caused to the modification as a result of any such required access.

7. Any amounts owing to the Corporation by the owner as a result of these terms and conditions shall be added to the owner's common expenses and shall be collectible against the owner, together with all reasonable costs, charges and expenses incurred by the Corporation in connection with the collection or attempted collections of the amount, in the same manner as common expenses, including by way of Condominium lien in accordance with the *Condominium Act*.
8. In addition to any other rights and remedies available to the Corporation hereunder or otherwise, in the event that the owner contravenes any of the within terms and conditions, the Corporation shall be entitled, upon ten days written notice to the owner, to remove the modification and to restore the common elements to their previous condition. All costs and expenses associated with such removal and restoration shall be the responsibility of the owner and shall be payable by the owner to the Corporation, and collectible in accordance with Article IV(7) hereof.
9. The modification shall be carried out at the sole risk and expense of the owner.
10. Any notice required hereunder may be delivered as set out in the by-laws of the corporation.
11. All of these terms and conditions shall be binding upon the successors, assigns and transferees of the owner.
12. Except where otherwise indicated, all of these terms and conditions shall similarly apply to any modification(s) carried out prior to the enactment of this by-law.

NOTES:

- Any other modifications to the common elements not listed herein may require separate approval by a vote of the unit owners in accordance with the Act, and the Declaration.
- The Corporation may carry out changes to the common elements provided it complies with the requirements in the Act.

ARTICLE V  
ACKNOWLEDGEMENT

Any owner wishing to carry out a Modification after May 5, 2001 shall sign an Acknowledgement in the form attached as Schedule "1". The Acknowledgement shall be held by the Corporation in the owner's unit file and the Corporation shall attach a copy of the Acknowledgement to any status certificate issued regarding the unit.

ARTICLE VI  
PREVIOUS BY-LAWS OR RULES

Where any provision in this by-law is inconsistent with the provisions of any previous by-law or Rule, the provisions of this by-law shall prevail and the previous by-law or Rule shall be deemed to be amended accordingly.

ARTICLE VII  
MISCELLANEOUS

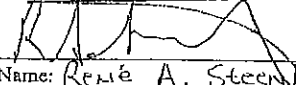
1. Invalidity: The invalidity of any part of this by-law shall not impair or affect in any manner the validity and enforceability or effect of the balance thereof.

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

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

DATED this 6<sup>th</sup> day of March, 2003.

CARLETON CONDOMINIUM CORPORATION NO. 294

  
Name: René A. Steenberg  
Title: PRESIDENT

I have authority to bind the Corporation.

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This document was prepared by Nelligan O'Brien Payne LLP for CCC #294 based on a thorough review of all relevant documentation and the specific circumstances of this condominium. This document may not be appropriate for another condominium.

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

SCHEDULE "1"

Acknowledgement Respecting Modification to Common Elements

TO:

CARLETON CONDOMINIUM CORPORATION NO. 294

("the Corporation")

FROM:

\_\_\_\_\_ (please print name(s))

("the Owner")

WHEREAS:

1. The Owner is the registered owner of Unit \_\_\_\_\_, Level 1, Carleton Condominium Plan No. 294.
2. Please choose one of the following [delete all that do not apply]:
  - (a) The Owner is not a spouse.
  - (b) The Owners are spouses of one another.
  - (c) The Owner is a spouse. The person consenting below is the Owner's spouse.
3. The Owner wishes to carry out the following modification to the common elements:  
\_\_\_\_\_  
(please print) ("the Modification")
4. The Modification is item number(s) \_\_\_\_\_ in Article III of By-Law No. 9 of the Corporation.
5. (If appropriate, add:) Additional detail respecting the modification is contained in the drawings and/or specifications attached as Appendix "1".

NOW THEREFORE:

The Owner acknowledges that the Owner is bound by all of the terms and conditions listed in Article IV of the Corporation's By-Law No. 9 and that the said terms and conditions constitute an agreement between the Corporation and the Owner as stated in that By-law. The Owner also agrees to comply with all other By-Laws and Rules of the Corporation that apply to the Modification.

DATE: \_\_\_\_\_

CARLETON CONDOMINIUM CORPORATION NO. 294

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

I/We have authority to bind the Corporation

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Spouse (where required)

(Version 5 - December 2001)  
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Schedule "A"

CARLETON CONDOMINIUM CORPORATION NO. 294

BY-LAW NO. 10

BE IT ENACTED as By-Law No. 10 (being a by-law respecting insurance deductibles) of Carleton Condominium Corporation No. 294 (hereinafter referred to as the "Corporation") as follows:

ARTICLE I  
DEFINITIONS

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

ARTICLE II  
SECTION 105(3) OF THE ACT

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

ARTICLE III  
INSURANCE DEDUCTIBLES

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



- (4) Any amounts owing to the Corporation by a unit owner by virtue of the terms of this by-law shall be added to the common expenses payable by such unit owner and shall be collectible as such, including by way of condominium lien.
- (5) Each owner shall obtain and maintain insurance, including personal liability insurance, covering the owners' risks as set forth in this by-law.
- (6) The deductible applying to the Master Policy may be \$1000.00 (respecting any or all of the perils covered by the insurance), or may be such larger or smaller amount (respecting any or all of the perils covered by the insurance) as the Board, in its absolute discretion, may negotiate (subject to the requirement in the Act that the deductible must be reasonable in all of the circumstances). The Corporation shall promptly provide written notice of any change in the deductible related to the Master Policy to all owners.

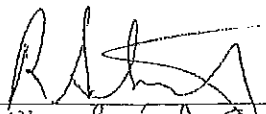
ARTICLE IV  
MISCELLANEOUS

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

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

DATED this 6<sup>th</sup> day of March, 2003.

CARLETON CONDOMINIUM CORPORATION NO. 294

  
Print Name: René A. Steenberg  
Print Title: PRESIDENT

I have authority to bind the Corporation

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This document was prepared by Nelligan O'Brien Payne LLP for CCC No. 294 based on a thorough review of all relevant documentation and the specific circumstances of this condominium. This document may not be appropriate for another condominium.

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

Schedule "A"

CARLETON CONDOMINIUM CORPORATION NO. 294

BY-LAW NO. 11

WHEREAS Carleton Condominium Corporation No. 294 and a majority of its owners wish to establish an expeditious cost-effective procedure for achieving fair and equitable resolutions to certain disputes;

BE IT ENACTED as By-Law No. 11 (being a by-law respecting dispute resolution procedures) of Carleton Condominium Corporation No. 294 (hereinafter referred to as the "Corporation") as follows:

ARTICLE I  
DEFINITIONS

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

ARTICLE II  
APPLICATION OF THESE PROCEDURES

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

ARTICLE III  
MEDIATION PROCEDURES

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

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

4. Mediation Deemed to Fail: If the parties are unable to agree upon a mediator or otherwise fail to appoint a mediator, the mediation will be deemed to have failed sixty (60) days after the Notice of Dispute was delivered, or such earlier date as the parties may agree.
5. Time and Place for Mediation: The mediator shall schedule the date, time and location for a mediation conference after consulting with the parties. The mediation conference shall be scheduled for the earliest date which is reasonably suitable to all parties, but shall in any event be no later than thirty (30) days following the appointment of the mediator.
6. Representation: Unless the parties agree otherwise, any party may be represented at the mediation conference by a lawyer or agent, but any party so represented must give notice, including the name and address of the lawyer or agent, to the mediator and to the other parties at least five (5) days prior to the date of the mediation conference, or such shorter time as the mediator may determine. The mediation conference will be attended by the parties and/or representatives who have full authority to settle the dispute.
7. Mediation Brief: Prior to the mediation, each party or their representative will prepare a brief summary of the issues in the dispute setting out that party's position with respect to each issue. This summary must be delivered to the mediator and to the other parties at least five (5) days before the date of the mediation conference, or such shorter time as the mediator may determine.
8. Required Disclosure: Prior to the mediation, there will be complete and honest disclosure by each of the parties to the other and to the mediator of all relevant information and documents. This includes providing each other and the mediator with all information and documentation that would usually be available through the discovery process in a legal proceeding. If either party fails to make such disclosure, then any agreement reached in mediation may be set aside. Disclosure must be completed, not less than five (5) days prior to the date of the mediation, or such shorter time as the mediator may determine.
9. Confidentiality: The parties agree that all statements made and information exchanged during the course of the mediation are privileged as being settlement discussions. All such statements or information are made without prejudice to any party's legal position and without waiving any rights, and will be non-discoverable and inadmissible for any purpose in any legal proceeding except with the prior written consent of all parties and the mediator.
10. Mediator's Report: The mediator shall prepare a report which describes the results of the mediation. The report shall describe the resolution of any issues that have been resolved, and/or that no agreement has been reached on some or all issues as the case may be. At any time during the process, if the mediator determines that it is not possible to resolve the dispute by mediation, the mediator shall prepare a report reflecting this determination. The Mediator's Report shall be delivered to all parties, but to no other person unless otherwise required by law or court order.
11. Costs of Mediation: The Mediator's Report shall allocate the obligation to pay the costs of the mediation amongst the parties. Where the mediation fails, the allocation of the costs of the mediation shall be in the absolute discretion of the mediator. Any amount owing by an owner or tenant may be paid by the Corporation, and shall then be added to the common expenses for the unit and collectible as such, including by way of lien in accordance with the Act.

12. Implementation of Settlement: Any agreement or settlement between the parties, whether on matters of procedure or matters of substance, shall be recorded in written minutes and carried out with reasonable haste. The minutes shall be prepared immediately following the agreement or within such further time-frame as is acceptable to all parties.

#### ARTICLE IV ARBITRATION PROCEDURES

1. Failed Mediation: If the mediation is deemed to have failed according to Article III paragraph 4, the dispute shall be submitted to arbitration sixty (60) days after the Notice of Dispute was delivered. If the Mediator's Report indicates that the mediation failed, the dispute shall be submitted to arbitration within thirty (30) days after the Mediator's Report was delivered.
2. Notice of Arbitration: Any party to the dispute may submit the dispute to arbitration in accordance with this by-law by delivering to all other parties a Notice of Arbitration requiring the appointment of an arbitrator as described in paragraph 4 below.
3. Application of the Arbitrations Act, 1991: The provisions of the *Arbitrations Act, 1991*, as amended, or any successor legislation, shall apply to the arbitration except where a provision of this by-law provides otherwise.
4. Selection of Arbitrator: The parties shall agree upon an arbitrator within seven (7) days of the delivery of the Notice of Arbitration.

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

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

5. Time and Place for Arbitration: The arbitrator shall set the date, time and place for the arbitration hearing after consultation with the parties. The arbitration hearing shall be scheduled for the earliest date which is reasonably suitable to all parties.
6. Arbitration Brief: Each party shall deliver to the other parties and to the arbitrator no later than five (5) days prior to the date of the arbitration hearing, written statements setting out the issues in dispute, the party's position on each issue, and the relief sought.
7. Required Disclosure: The parties shall exchange all documents on which they will rely at the arbitration no later than seven (7) days prior to the arbitration hearing. Documents not produced within that time frame may only be used at the arbitration hearing with the leave of the arbitrator.
8. Procedural Matters: The parties agree that the arbitrator shall rule on all procedural matters arising before the arbitration hearing date. All such matters shall be submitted to the arbitrator in writing. The arbitrator shall provide a brief written award within three (3) days of the receipt of the parties' submissions. No hearing on these matters shall be permitted, unless specifically requested by the arbitrator.

9. Rules of Evidence: The arbitrator shall apply the laws of evidence as if the hearing were a trial in the Ontario Superior Court of Justice, subject to the following provisions:
  - a. The arbitrator shall accept oral or written evidence as the arbitrator in its discretion considers proper, whether admissible in a court of law or not.
  - b. The parties may rely on photocopies of originals.
  - c. No notice under the *Evidence Act* is required for business records.
  - d. Expert reports, if any, shall be delivered to the other party at least seven (7) days prior to the date of the arbitration hearing.
  - e. The parties shall be permitted to present oral evidence only if a signed will-say statement is delivered to all parties at least seven (7) days prior to the arbitration hearing date. The will-say statement must include the name and address of the witness as well as an outline of the evidence to be presented. If this requirement is not met, the oral evidence will only be permitted with the leave of the arbitrator.
10. Offers to Settle: Rule 49 of the Rules of Civil Procedure or its successor, applies to these proceedings subject to the following provision: An offer to be effective must be delivered to the other party or parties no later than seven (7) days before the date of the arbitration hearing.
11. Costs of Arbitration: The arbitrator shall allocate the obligation to pay the costs of the arbitration amongst the parties. The allocation shall be at the absolute discretion of the arbitrator; however, the arbitrator in making an award of costs shall consider the conduct of the parties including the efforts of the parties to proceed with haste, and any offers to settle. Any amounts held to be payable by an owner or a tenant may be paid by the Corporation and then shall be added to the common expenses for the unit and collectible as such, including by way of lien in accordance with the Act.
12. Arbitral Award: The arbitrator shall render a decision, together with written reasons, as soon as reasonably possible, and in any case, no later than thirty (30) days after the final submissions of the parties. The arbitrator shall deliver a copy of the decision and reasons to each of the parties to the dispute. The arbitrator's award may include an award of costs, payable by any party or parties to any other party or parties, incurred in relation to the arbitration and/or prior mediation.
13. Appeal: The arbitrator's award shall be binding, except that there is an appeal to the Ontario Superior Court of Justice from an arbitrator's award on a question of law or a question of mixed law and fact.

ARTICLE V  
COMMON EXPENSES

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

ARTICLE VI  
MISCELLANEOUS

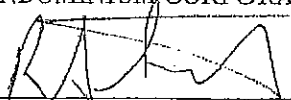
1. Invalidity: The invalidity of any part of this by-law shall not impair or affect in any manner the validity and enforceability or effect of the balance thereof.
2. Waiver: No restriction, condition, obligation or provision contained in this by-law shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.

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

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

DATED this 6<sup>th</sup> day of March, 2003.

CARLETON CONDOMINIUM CORPORATION NO. 294

  
Print Name: René A. Steenberg  
Print Title: PRESIDENT

I have authority to bind the Corporation

Version 4 - June 28, 2002

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This document was prepared by Nelligan O'Brien Payne LLP for CCC #294 based on a thorough review of all relevant documentation and the specific circumstances of this condominium. This document may not be appropriate for another condominium.

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

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Schedule "A"

CARLETON CONDOMINIUM CORPORATION NO. 294

BY-LAW NO. 12

BE IT ENACTED as By-Law No. 12 (being a by-law to define standard units) of Carleton Condominium Corporation No. 294 (hereinafter referred to as the "Corporation") as follows:

ARTICLE I  
DEFINITIONS

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

ARTICLE II  
GENERAL

- (1) The purpose of this by-law is to define the standard units in this condominium, in accordance with the requirements of the Act.
- (2) Where the materials or specifications set out in this by-law are uncertain or incomplete, the standard unit specifications and materials shall be consistent with "Builder's Standard" construction. In the case of any dispute as to what constitutes "Builder's Standard", a comparison shall be had to the quality of the particular feature being offered by builders of comparable construction at the time of the damage.
- (3) The standard unit does not include features, which are part of the common elements. The Corporation's declaration determines which features are part of the common elements and which features are part of the units. To the extent that the attached schedules include features which are part of the common elements, they are included for reference and information purposes. They are not intended to be part of the standard unit.
- (4) Except as otherwise indicated in this by-law, the standard unit(s) shall include all features of the units mentioned in the declaration or shown in the description of the condominium including Sheets 1 to 17 of Part 2 of the description. In the case of any inconsistency between the declaration or description and the schedules to this By-Law, the schedules to this By-Law shall prevail.
- (5) All materials and 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. Where conflicting requirements exist, the most stringent shall apply. 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 four (4) 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	Garden Home Type "C"	Level 1, Units 13, 25, 30, 31, 32, 33, 34, 35, 36, 38, 46, 49, 50 and 53	1
2	Garden Home Type "D"	Level 1, Units 2, 3, 5, 6, 7, 9, 10, 15, 16, 18, 19, 20, 21, 23, 24, 27, 28, 39, 40, 41, 43, 44, 45 and 52	1
3	Garden Home Type "E"	Level 1, Units 1, 4, 8, 11, 12, 17, 22, 26, 29, 37, 42, 47 and 48	1
4	Garden Home Type "F"	Level 1, Units 14 and 51	1

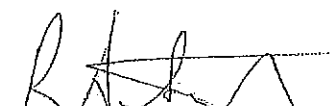
ARTICLE III  
MISCELLANEOUS

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

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

DATED this 6<sup>th</sup> day of March, 2003.

CARLETON CONDOMINIUM CORPORATION NO. 294

  
 Print Name: René Steenberg  
 Print Title: President

I have authority to bind the Corporation.

Version 5 – May 2002

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Schedule "1"  
 Carleton Condominium Corporation No. 294  
 Specifications

Specifications are applicable to all classes. All items are of standard builder's quality, unless otherwise stated.

GENERAL

Interior Doors:	1 3/8" hollow core hardboard.
Floors:	Kitchen, bathroom, powder room and entrance hall have cushioned floor. Living room, dining room, stairs and all bedrooms wall-to-wall carpeting.
Walls:	1/2" Drywall, primed with 2 coats of latex paint.
Trim:	Economy grade wood trim, painted with oil base, semi gloss paint.
Ceilings:	8 foot high ceilings, stipple on drywall.

PLUMBING AND MECHANICAL SYSTEMS

- Rented gas fired fast recovery hot water tank
- Gas fired warm air furnace
- 100 amp service (underground wiring) with 20 circuit panel
- Rough-in for future powder room off master bedroom in models C, D and E.
- Copper piping
- PVC drainage pipes
- Hardwired smoke detectors
- Pre-wired for cable and telephone

ENTRANCE

- Sliding closet doors with one interior shelf and hanging rod
- Glass ceiling light fixture

HALLWAYS AND STAIRS

- Class Type "C" – Linen closet with slab door and 4 wood interior shelves
- Class Type "D" and "F" – Linen closet with sliding door and 4 wood interior shelves.
- Class Type "E" – Linen closet with bi-fold door and 4 wood interior shelves.
- Painted wood handrails with metal spindles
- Glass ceiling light fixtures

KITCHEN

- Charcoal filter and hood fan over range area
- 2 hanging ball light fixtures
- Builder's standard cabinets in wood pressboard with laminate
- Metal cabinet handles and accessories
- Standard single head faucets
- Plastic Laminate kitchen countertops with single stainless steel sink

BROOM CLOSET

- Standard interior door in Class Type "C", "D", and "F" with one shelf
- Bi-fold door in Class Type "E" with one shelf

DINING ROOM

- Basic chandelier

MASTER BEDROOM

- Class Type "C", "D", and "F" – sliding closet doors with one interior shelf and hanging rod
- Class Type "E" - Walk-In closet with slab door, plastic door knob, one interior shelf, hanging rod, and interior closet light fixture

SECONDARY BEDROOMS

- Dish style light with two bulbs
- Sliding doors on closets with one interior shelf and hanging rod

BATHROOMS

- Ceramic tile from tub to drop ceiling or top of window and caulked.
- One globe ceiling fixture
- Standard grade toilet
- standard bathtub with shower curtain rod
- Shower head with one spigot and 2 handles
- Plastic Laminate bathroom countertops
- Ceiling fan and ducts in bathrooms without windows
- Porcelain sinks with standard single head sink faucet with 2 handles
- 24" x 36" bathroom mirror
- Builder standard vanity with double doors

UNFINISHED BASEMENT

- 3" poured concrete over 5" crushed rock
- Floor drain
- Dryer vent and outlet
- Single fibreglass laundry tub with connection for washer

STANDARD FEATURES

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

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