


JULY 30, 1985

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CERTIFICATE OF RECEIPT
OTTAWA-CARLETON NO.4
AT OTTAWA

BAERHART DEVELOPMENTS LTD.

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SUSAN WEBB
ASSISTANT DEPUTY LAND
REGISTRAR

DECLARATION

MADE PURSUANT TO THE CONDOMINIUM ACT

C.C.P. 296

HONEYWELL, MOTHERSPOON
119 Queen Street, 5th Floor
Ottawa, Ontario
K1P 6L8

GAH

68.0

DECLARATION

MADE PURSUANT TO THE CONDOMINIUM ACT

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

BAERHART DEVELOPMENTS LTD.
a corporation incorporated under the laws
of Canada,

(hereinafter called the "Declarant")

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

AND WHEREAS the Declarant has constructed buildings upon the said lands containing eighteen (18) residential dwelling units, on level 1:

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

NOW THEREFORE THE DECLARANT DECLARES AS FOLLOWS:

ARTICLE 1

INTRODUCTORY

- (1) Definitions - All words used herein which are defined in the Act shall have ascribed to them the meanings set out in the Act, as amended from time to time.
- (2) Statement of Intention - The Declarant intends that the lands and premises described in Schedule "A" be governed by the Act, and any amendments thereto.
- (3) Consent of Encumbrancers - The consent of every person having a registered mortgage against the land or interest appurtenant to the land described in Schedule "A" is contained in Schedule "B" attached hereto.

(4) Boundaries of Units and Monuments - The monuments controlling the extent of the units are the physical surfaces mentioned in the boundaries of units in Schedule "C" attached hereto.

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

(6) Address for Service and Mailing Address of the Corporation - The corporation's address for service shall be 499 Industrial Avenue, Ottawa, Ontario, or such other address as the Corporation may by resolution of the board determine, and the mailing address of the Corporation shall be P.O. Box 8288, Ottawa Terminal, Ottawa, Ontario.

ARTICLE II

COMMON EXPENSES

(1) Specification of Common Expenses - Common expenses means the expenses of the performance of the objects and duties of the corporation and, without limiting the generality of the foregoing, shall include those expenses set out in Schedule "E" attached hereto.

ARTICLE III

UNITS

(1) Occupation and Use - The occupation and use of the units shall be in accordance with the following restrictions and stipulations and in accordance with the Act and the by-laws of the Corporation and the rules and regulations made thereunder:

- (a) Each dwelling unit shall be occupied and used only as a private single family residence and for no other purpose, provided, however, that the foregoing shall not prevent the Declarant from completing the building and all improvements to the property, maintaining units as models for display and

sales purposes, and otherwise maintaining construction offices, displays and signs until all units have been sold by the Declarant;

- (b) No unit shall be occupied or used by anyone in such a manner as to result in the cancellation or threat of cancellation of any policy of insurance placed by or on behalf of the Corporation. If a unit is occupied or used by anyone in such a manner as to result in an increase in premium cost of any policy of insurance placed by or on behalf of the Corporation, the owner of such unit shall reimburse the Corporation for such increase, and such increase in premium cost shall be added to the owner's contribution towards the common expenses.
- (c) The owner of each unit shall require all residents and visitors in his unit to comply with the Act, the declaration, the by-laws and the rules.
- (d) No boundary wall, load-bearing partition wall floor, door or window, toilet, bath tub, wash basin, sink, fireplace, heating, air-conditioning, plumbing or electrical installation contained on or forming part of a unit shall be installed, removed, extended or otherwise altered without the prior written consent of the Corporation; provided, however, that the provisions of this subparagraph shall not require any owner to obtain the consent of the Corporation for the purpose of painting or decorating, including the alteration of the surface on any wall, floor or ceiling which is within any unit.
- (e) No animal, livestock or fowl, other than a pet shall be kept or allowed in any unit. No pet that is deemed by the Board, in its absolute discretion, to be a nuisance shall be kept by any owner in any unit. Such owner shall, within two (2) weeks of receipt of a written notice from the Board requesting the removal of such pet, permanently

remove such pet from the property. No breeding of pets for sale shall be carried on, in or around any unit.

(2) Rights of Entry to the Unit

- (a) The Corporation or any insurer of the property or any part thereof, their respective agents, or any other person authorized by the board, shall be entitled to enter any unit or any part of the common elements over which any owner has the exclusive use, at all reasonable times and upon giving reasonable notice, to perform the objects and duties of the Corporation, and, without limiting the generality of the foregoing, for the purpose of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy and remedying any condition which might result in damage to the property.
- (b) In case of an emergency, an agent of the Corporation may enter a unit at any time and without notice for the purpose of repairing the unit, common elements including any part of the common elements over which any owner has the exclusive use, or for the purpose of correcting any condition which might result in damage or loss to the property. The Corporation or anyone authorized by it may determine whether an emergency exists.
- (c) If an owner shall not be personally present to grant entry to his unit, the Corporation or its agents may enter upon such unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof provided that they exercise reasonable care.
- (d) The Corporation shall retain a key to all locks to each unit. No owner shall change any lock or place any additional locks on the doors to any unit or in the unit or to any part of the common elements of

which such owner has exclusive use without immediately providing to the Corporation a key for each new or changed lock.

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

ARTICLE IV

COMMON ELEMENTS

- (1) Use of Common Elements - Subject to the provisions of the Act, the declaration, the by-laws and the rules, each owner has the full use, occupancy and enjoyment of the whole or any part of the common elements, except as herein otherwise provided.
- (2) Exclusive Use of Parts of Common Elements - Subject to compliance with the Act, the declaration, by-laws and the rules passed pursuant to the Act, the owners of units 3, 4 and 9 shall have the exclusive use of the third floor sun deck adjoining their respective units, and the owners of each unit shall have exclusive use of the parts of the common elements as set out in Schedule "F" attached hereto.
- (3) Restrictive Access - Without the consent in writing of the board, no owner shall have any right of access to those parts of the common elements used from time to time as utility areas, building maintenance storage areas, manager's offices, operating machinery, or any other parts of the common elements used for the care, maintenance, or operation of the property. Provided, however, that this paragraph shall not apply to any first mortgagee holding mortgages on at least ten per cent (10%) of the units, who shall have a right of access for inspection upon 48 hours' notice to the manager.
- (4) Additions, Alterations and Improvements -
- (a) For the purposes of subsection 1 of Section 38 of the Act, the board shall decide whether any

addition, alteration or improvement to, or renovation of, the common elements, or any change in the assets of the Corporation is substantial.

- (b) No alteration, work, repair, decoration, painting, maintenance, structure, fence, screen, hedge or erection of any kind whatsoever (the work) shall be performed, done, erected or planted within or in relation to the common elements (including any part thereof over which any owner has the exclusive use) except by the Corporation or with its prior written consent or as permitted by the by-laws or rules.
- (c) The Corporation shall have access at all reasonable times to any part of the common elements over which any owner has the exclusive use in order to do the work.

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

ARTICLE V

MAINTENANCE AND REPAIRS

(1) Each owner shall maintain his unit and, subject to the provisions of the declaration and Section 42 of the Act, each owner shall repair his unit after damage, all at his own expense. Each owner shall at all times maintain heat in his unit above the freezing temperature of water. Each owner shall be responsible for damage to any other unit or to the common elements which is caused by the failure of the owner to so maintain and repair his unit.

(2) The Corporation shall repair and maintain the common elements and shall repair and maintain all doors which provide the

means of ingress to and egress from a unit, and to all windows, save and except for maintenance of interior surfaces of windows and doors providing ingress to and egress from a unit, and the exterior surface of windows where access is only available from common elements of which the unit owner has the exclusive use, all at its own expense, whether such doors and windows are part of a unit or are part of the common elements.

(3) Notwithstanding Paragraph (1) of this Article V, the Corporation shall make all reasonable and necessary repairs to the fireplace flues and shall maintain the fireplace flues.

ARTICLE VI

INSURANCE TRUSTEE AND PROCEEDS OF INSURANCE

(1) The Corporation shall enter into an agreement with an Insurance Trustee which shall be a Trust Company registered under The Loan and Trust Corporations Act, which agreement shall, without limiting its generality, provide the following:

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

In the event that the Corporation is unable to enter into such agreement with such Trust Company by reason of its refusal to act, the Corporation may enter into such agreement with such other corporation authorized to act as a Trustee, as the owners may approve by by-law at a meeting called for that purpose. The Corporation shall pay the fees and disbursements of any Insurance Trustee and any fees and disbursements shall constitute a common expense.

(2) In the event that:

- (a) The corporation is obligated to repair any unit

insured in accordance with the provisions of the Act, the Insurance Trustee shall hold all proceeds for the corporation and shall disburse same in accordance with the provisions of the Insurance Trust Agreement in order to satisfy the obligation of the Corporation to make such repairs.

(b) There is no obligation by the Corporation to repair any unit in accordance with the provisions of the Act, and if there is a termination in accordance with the provisions of the Act, or otherwise, the Insurance Trustee shall hold all proceeds for the owners in the proportion of their respective interest in the common elements and shall pay such proceeds to the owners in such proportions upon registration of a notice of termination by the Corporation. Notwithstanding the foregoing, any proceeds payable as aforesaid shall be subject to payment in favour of any mortgagee or mortgagees to whom such loss is payable in any policy of insurance and in satisfaction of the amount due under a Notice of Lien registered by the corporation against such unit, in accordance with the priorities thereof.

(c) The Board, in accordance with the provisions of the Act, determines that

(i) there has not been substantial damage to 25% of the buildings or

(ii) determines that there has been substantial damage to 25% of the buildings and within sixty (60) days thereafter the owners who own 80% of the units do not vote for termination,

the Insurance Trustee shall hold all proceeds for the Corporation and owners whose units have been damaged and shall disburse same in accordance with

the provisions of the Insurance Trust Agreement in order to satisfy their respective obligations to make repairs pursuant to the provisions of the declaration and the Act.

ARTICLE VII

INSURANCE

(1) By the Corporation - The Corporation shall obtain and maintain the following insurance:

- (a) Insurance against fire and other major perils and such other perils as the Board may from time to time deem advisable, insuring the property to the replacement value of the units but excluding improvements and betterments made or acquired by an owner.
- (b) Insurance for personal property owned by the Corporation but not including furnishings, furniture, or other personal property supplied or installed by the owners, in an amount equal to the replacement cost of such personal property.

Every policy of insurance shall insure the interests of the Corporation and the owners from time to time, as their respective interests may appear, with mortgagee endorsements, which shall be subject to the provisions of the declaration and the Insurance Trust Agreement, and shall contain the following provisions:

- (i) waivers of subrogation against the Corporation, its manager, agents, employees and servants and as against the owners, and any member of the household or guests of any owner or occupant of a unit, except for arson, fraud, vehicle impact, vandalism, or malicious mischief;
- (ii) that such policy or policies of insurance shall not be terminated or substantially modified without at least sixty (60) days' prior written notice to the Corporation and to the Insurance Trustee;
- (iii) a waiver of the insurer's option to repair, rebuild or replace in the event that after damage the

or replace in the event that after damage the government of the property by the Act is terminated.

- (c) Public liability and property damage insurance, and insurance against the Corporation's liability resulting from breach of duty as occupier of the common elements insuring the liability of the Corporation and the owners from time to time, with limits to be determined by the Board, but not less than ONE MILLION DOLLARS (\$1,000,000.00), and without right of subrogation as against the Corporation, its manager, agents, employees and servants, and as against the owners and any member of the household or guests of any owner or occupant of a unit.
- (d) Insurance against the Corporation's liability arising from the ownership, use or occupation, by or on its behalf, of boilers, machinery, pressure vessels, and motor vehicles to the extent required as the Board may from time to time deem advisable.

(2)

General Provisions -

- (a) Prior to obtaining any policy of insurance under paragraph (1)(a) and (b) of this Article, or any renewal or renewals of such insurance, or at such other time as the Board may deem advisable, the Board shall obtain an appraisal from an independent qualified appraiser of the full replacement cost of the property for the purpose of determining the amount of insurance to be effected and the cost of such appraisal shall be a common expense.
- (b) The Board shall have the exclusive right, on behalf of itself and as agents for the owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation, and to give such releases as are required, and any claimant, including the owner of a damaged unit, shall be bound by such adjustment. The Board may, however,

authorize an owner in writing to adjust any loss to his unit.

- (c) A certificate or memorandum of all insurance policies and endorsements thereto shall be issued as soon as possible to each owner, and a duplicate original or certified copy of the policy to each mortgagee; renewal certificates or certificates of new insurance policies shall be furnished to each owner and renewal certificates or certified copies of new insurance policies to each mortgagee not later than ten (10) days before the expiry of any current insurance policy. The policy for any insurance coverage shall be kept by the Corporation in its offices, available for inspection by an owner or mortgagee on reasonable notice to the Corporation. A certificate or memorandum of all insurance policies and endorsements thereto and renewal certificates thereof shall be furnished only to each owner and mortgagee who has notified the corporation that he has become an owner or mortgagee.
- (d) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation, or to direct that loss shall be payable in any manner other than as provided in the declaration and the Act.

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

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

property, including his automobile or automobiles, and for loss of use and occupancy of his unit in the event of damage. Every such policy of insurance shall contain waiver of subrogation against the Corporation, its manager, agents, employees and servants, and against the other owners and any members of their household, or guests, except for arson, fraud, vehicle impact, vandalism or malicious mischief.

- (b) Public liability insurance covering any liability of any owner to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation.
- (c) Additional living expenses incurred by an owner if forced to leave his home by one of the hazards protected against under the owner's personal policy.
- (d) Special assessments levied by the Condominium Corporation.

ARTICLE VIII

REQUIREMENTS FOR LEASING

(1) No owner shall lease his unit unless he causes the tenant to deliver to the corporation an agreement signed by the tenant embodying the following clause: "I, _____, covenant and agree that I, the members of my household, and my guests from time to time will in using the unit rented by me and the common elements comply with The Condominium Act, the Declaration and the by-laws and all rules and regulations of the condominium corporation during the term of my tenancy."

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

(3) Any owner leasing his unit shall not be relieved hereby from any of his obligations with respect to the unit which shall be joint and several with his tenants.

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

- (a) notify the unit owner of such breach or recurring breach by his tenant and require the unit owner to take immediate steps to remedy such breach, and
- (b) if the unit owner fails within seven (7) days after notification to remedy such breach (and the opinion of the Board or the property manager shall be conclusive in this regard) the Corporation shall be and is hereby irrevocably authorized, constituted and appointed the true and lawful attorney of the unit owner for and in his name to do the following:
 - (i) give notice to the tenant to terminate the tenancy in accordance with The Landlord and Tenant Act, R.S.O. 1980, c. 232, as amended;
 - (ii) apply for an Order declaring the tenancy terminated in accordance with The Landlord and Tenant Act, R.S.O. 1980;
 - (iii) do all manner of acts, assurances, deeds, covenants and things as shall be required and as to the Corporation or its counsel may see fit for any or all of the foregoing purposes;

- (iv) any cost or expenses incurred by the Corporation in respect to the above-mentioned procedures in Article VIII (4) (a) and (b) shall be recoverable from the unit owner and are deemed to be additional contributions towards the common expenses and recoverable as such.

ARTICLE IX

INDEMNIFICATION

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

All payments pursuant to this clause are deemed to be additional contributions towards the common expenses and recoverable as such.

ARTICLE X

MISCELLANEOUS

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

(2) Waiver - The failure to take action to enforce any provision contained in the Act, this declaration, the by-laws, or

any rules of the Corporation, irrespective of the number of violations or breaches which may occur, shall not constitute a waiver of the right to do so thereafter, nor be deemed to abrogate or waive any such provision.

(3) Construction of Declaration - This declaration shall be read with all changes of number and gender required by the context.

(4) Headings - The headings in the body of this declaration form no part of the declaration but shall be deemed to be inserted for convenience of reference only.

DATED at Ottawa, this 30TH day of JULY
, 1985.

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

BAERHART DEVELOPMENTS LTD.

Per: George Baird
PRESIDENT

Per: Clotilde Beaulieu
SECRETARY

SCHEDULE "A"
LEGAL DESCRIPTION

Those lands and premises situate, lying and being in the City of Ottawa in the Regional Municipality of Ottawa-Carleton formerly in the City of Ottawa in the County of Carleton, being composed of Part of Lot "F" in Concession "D" (Rideau Front) of the Geographic Township of Nepean, designated as Part 1 on Reference Plan 4R-4797 deposited in the Land Registry Office for the Land Titles Division of Ottawa-Carleton, at Ottawa.

Subject to an easement in favour of Carleton Condominium Corporation No. 278, as more particularly set out in Instrument No. 411284, as to Part 1 on Reference Plan 4R-4837.

Being the whole of Parcel F-4 in the Registry for Section Nepean D (R.F.)

SCHEDULE "B"

CONSENT OF MORTGAGEE UNDER CLAUSE b OF
SUBSECTION 1 OF SECTION 3 OF THE ACT

FIRST CITY TRUST COMPANY, having a registered mortgage and Assignment of Rents within the meaning of Clause b of Subsection 1 of Section 3 of The Condominium Act registered as numbers LT393688 and LT393689 respectively, in the Land Registry Office for the Land Titles Division of Ottawa (No.4) hereby consents to the registration of this declaration pursuant to The Condominium Act against the land or interest appurtenant to the land described in the description.

DATED at Ottawa, this 1 day of August, 1985.

FIRST CITY TRUST COMPANY

PER: 

DAVID G. SEABROOKE

I have authority to bind the Corporation.

SCHEDULE "C"

UNIT BOUNDARY MONUMENTATION

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

VERTICAL BOUNDARIES:

- a) The backside surface of drywall forming exterior walls and walls separating the units from the common element.
- b) The unit-side surface of the poured concrete wall forming the exterior walls and walls dividing the units in the basement only.
- c) The unit-side surface of all windows in a closed position and the unpainted unit-side surface of all window frames.
- d) The unpainted unit-side surface of the door frames and doors leading from the units in a closed position, including the garage door in the basement.
- e) In the vicinity of the pre-fabricated fireplaces the boundary is the backside surface of the metal firebox lining (applicable to units 1, 2, 3, 4, 5, 8, 9, 10, 12, 13, 16, 17 & 18).
- f) The backside surface of wood finish and/or drywall in vicinity of the velux skylight.

HORIZONTAL BOUNDARIES:

- a) The upper surface of the drywall ceilings on the uppermost ceilings and certain portions of the ceiling on the ground floor of all units.
- b) The upper surface of the sloped drywall ceiling on the upper floor of each unit and the ground floor of units 3 & 4.
- c) In the vicinity of the cantilevered bay projection, the lower limit is the upper line and face of the floor joists and the upper limit is the upper surface of the drywall ceiling (applicable to units 3, 4, 5, 8, 9, 10, 11, 12, 17 & 18).
- d) In the vicinity of the fireplace the upper limit is the plane through the top of the metal firebox liner and the lower limit is the upper line and face of the floor joists (applicable to units 1, 2, 3, 4, 5, 8, 9, 10, 12, 13, 16, 17 & 18).

NOTE: The fireplace and chimney flue is wholly within units 6, 7, 11, 14 and 15 and is therefore part of such unit.

- e) The unit-side surface of the velux skylight in a closed position (applicable to all units).
- f) The upper surface of the poured concrete slab in the basement.
- g) The upper line and face of the floor joists on the ground floor (applicable to units 1, 2, 5, 6, 7, 8, 10 to 18 inclusive).
- h) The upper line and face of the floor joists beneath the decks on the third floor of units 3, 4 and 9.
- i) The above boundary of (a) shall be produced across the chimney flue opening on the third floor of units 6, 7, 11, 14 and 15 and also the attic access on the third floor of each unit.

Notwithstanding the foregoing, a unit shall not include such pipes, wires, cables, conduits, ducts, shafts or utility lines used for power, gas, water, heating or drainage which are within any walls, floor or ceilings of the units and which provide service to more than one unit


but the units shall include the fixtures, outlets and other facilities which are within the boundaries of the units and which service the units only.

SURVEYOR'S CERTIFICATE:

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

OTTAWA, *July 25th*, 1985.

Farley, Smith and Murray Surveying Ltd.



Peter G. Smith, O.L.S.

SCHEDULE "E"

COMMON EXPENSES

Common Expenses shall include the following:

- (a) All expenses of the Corporation incurred by it or the board in the performance of the objects and duties of the Corporation whether such objects or duties are imposed under the provisions of the Act or of this declaration or performed pursuant to any by-laws of the corporation;
- (b) All sums of money levied or charged to the Corporation on account of any and all public and private suppliers of insurance coverage, taxes, utilities and services including, without limiting the generality of the foregoing, levies or charges for:
 - garbage collection
 - insurance premiums
 - electricity, (except as separately metered for each unit)
 - waste disposal
 - maintenance materials, tools and supplies
 - snow removal and landscaping
 - realty taxes (including local improvement charges) levied against the entire property until such time as taxes are levied against each unit.
- (c) Remuneration payable by the Corporation to any employees deemed necessary for the proper operation and maintenance of the property;
- (d) The cost of maintaining fidelity bonds as provided in the by-laws;
- (e) All sums of money paid or payable by the Corporation to or for the benefit of any and all

SCHEDULE "E" - 2

persons, firms or corporations engaged or retained by the Corporation the Board, its duly authorized agents, servants and employees for the purpose of performing any or all of the duties of the Corporation, including without limitation legal, engineering, accounting, expert appraisal, advisory, maintenance, managerial and secretarial services;

- (f) The cost of furnishings and equipment for use in and about the common elements including the repair, maintenance, operation, or replacement thereof;
- (g) All sums of money paid or payable by the Corporation pursuant to the provisions of Subsections (4) and (5) of Section 38 of the Act, as amended;
- (h) The cost of borrowing money for the purpose of carrying out the object and duties of the Corporation;
- (i) The cost of insurance appraisals;
- (j) The fees of the Insurance Trustee;
- (k) All sums of money required by s. 36 of the Act and/or assessed by the Corporation to be set aside in a separate fund or funds (hereinafter called the "reserve fund") and to be applied from time to time, in whole or in part, to major repair and replacement of common elements and assets of the Corporation including where applicable roofs, exteriors of buildings, roads, sidewalks, sewers, heating, electrical and plumbing systems.

SCHEDULE "F"

(1) The owner of each unit shall have the exclusive use of a rear garden area, subject to the provisions of the declaration, the by-laws of the Corporation and the rules and regulations passed pursuant thereto over those portions of the common elements designated by the particular unit number and followed by the Letter "A" as shown on Sheet 2 of the Description.

(2) The owner of each unit shall have the exclusive use of a driveway, subject to the provisions of the declaration, the by-laws of the Corporation and the rules and regulations passed pursuant thereto over those portions of the common elements designated by the particular unit number and followed by the Letter "B" as shown on Sheet 2 of the Description.

CARLETON CONDOMINIUM CORPORATION NO. 296BY-LAW NO. 1

A by-law relating generally to the conduct of affairs of Carleton Condominium Corporation No. 296.

Be it enacted and it is hereby enacted as a By-law of Carleton Condominium Corporation No. 296 (the "Corporation") as follows:

ARTICLE I

DEFINITIONS

Words used in this By-law which are defined in The Condominium Act, R.S.O. 1980, ch. 84 and all amendments thereto, hereinafter referred to as "The Act" shall have the same meaning as in The Act unless otherwise specified.

ARTICLE II

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

2.02 The office of the Corporation shall be in care of 499 Industrial Avenue, Ottawa, Ontario, or at such other address as the Directors may from time to time, by resolution, designate and such shall be the address for service upon the Corporation after notice in the prescribed form of such change is duly registered.

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

ARTICLE III

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

3.02 Quorum - The number of directors elected by the declarant shall be three (3), who shall hold office until their successors are elected at a meeting of owners called after the declarant ceases to be the registered owner of a majority of the units. At such meeting of owners, the number of directors to be elected shall be five (5) and, thereafter, the number of directors of the Corporation shall be five (5). Until the owners elect their directors at the meeting called after the declarant ceases to be the registered owner of a majority of the units, a quorum for the transaction of business at any meeting of the board shall be two (2) and, after the election of five (5) directors, a quorum for the transaction of business at any meeting of the board shall be three (3). Notwithstanding vacancies, the remaining directors may exercise all the powers of the board so long as a quorum of the board remains in office.

3.03 Qualifications - Each director shall be an owner or nominee of an owner, or mortgagee or one of the owners or mortgagees of a unit, or the nominee of a corporation which is the owner or mortgagee of a unit. A director shall be deemed to have tendered his resignation, when there is default of payment of common expenses for a period of sixty days (60) days or more with respect to a unit qualifying him as a director.

3.04 Election and Term - The three (3) directors elected by the declarant shall hold office until their successors are elected at a meeting of owners called after the declarant ceases to be the registered owner of a majority of the units. At such meeting of owners, in accordance with the number of votes cast for each director, one director shall be elected to hold office until the first annual meeting following the date of their election; two directors shall be elected to hold office until the second annual meeting following the date of their election; and two directors shall be elected to hold office until the third annual meeting following the date of their election. Where the board is elected by acclamation, the members at the meeting shall determine the distribution of terms.

Directors may continue to act until removed or until their successors are elected and, at each annual meeting thereafter, a number of directors equal to the number of directors retiring in such year shall be elected for a term expiring at

- 3 -

the time of the third annual meeting following the date of their election; provided that any director elected to fill a vacancy created by the resignation or other removal of a director shall be elected at the next annual meeting of the owners to complete the unexpired term of the director whom they are replacing.

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

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

3.07 Indemnity of Directors and Officers - Every director and officer of the Corporation and his heirs, executors, administrators and other legal personal representatives shall from time to time be indemnified and saved harmless by the Corporation from and against:

- (a) any liability and all costs, charges and expenses that he sustains or incurs in respect of any action, suit or proceeding that is proposed or commenced against him for or in respect of anything done or permitted by him in respect of the execution of the duties of his office; and
- (b) all other costs, charges and expenses that he sustains or incurs in respect of the affairs of the Corporation;

provided that:

- (1) no director or officer of the Corporation shall be indemnified by the Corporation in respect of any liability, costs, charges or expenses that he sustains or incurs in or about any action, suit or other proceeding as a result of which he is adjudged to be in breach of any duty or responsibility imposed upon him under The Condominium Act or under any other statute unless, in an action brought against him in his capacity as director or officer, he has achieved complete or substantial success as a defendant;
- (2) the Corporation is advised of any such action, suit or other proceeding, or cost, charge or expense, forthwith after the director or officer received notice thereof; and
- (3) the Corporation is given the right to join in the defence of the action, suit or proceeding.

ARTICLE IV

OFFICERS

- 4.01 Election of President - At the first meeting of the board, after each election of directors and at any time a vacancy in the office occurs, the board shall elect from among its members a President. Until such elections, the then incumbent (if a member of the board) shall hold office.
- 4.02 Other Elections - The board shall elect a Secretary and may elect one or more Vice-Presidents, a Treasurer and such other officers as the board may determine, including one or more assistants to any such officers. The officers so elected may, but need not be, members of the board. One person may hold more than one office.
- 4.03 Term of Office - In the absence of written agreement to the contrary, the board may remove at its pleasure any officer of the Corporation.

- 5 -

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

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

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

4.07 Treasurer - The Treasurer shall keep or cause to be kept full and accurate books of accounting which shall record all receipts and disbursements of the Corporation and, under the direction of the board, shall control the deposit of money, the safekeeping of securities and the disbursement of the funds of the Corporation; he shall render to the board, whenever required of him, an account of all his transactions as Treasurer and of the financial position of the Corporation; and he shall perform such other duties as may be prescribed by the board.

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

ARTICLE V

MEETING OF OWNERS

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

5.02 Reports - A copy of the financial statement and a copy of the auditor's report shall be furnished to every owner and mortgagee entered on the register of the Corporation who has requested this be done. A copy of the minutes of meetings of the owners and of the board shall, within thirty (30) days of the date of such meeting, be furnished to any mortgagee who has requested this be done.

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

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

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

5.05 Representatives - An executor, administrator, committee of a mentally incompetent person, guardian or trustee (and, where a corporation acts in such capacity, any person duly appointed a proxy for such corporation), upon filing with the

- 7 -

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

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

ARTICLE VI

BANKING ARRANGEMENTS, CONTRACTS AND BORROWING

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

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

Any contract or obligation within the scope of any management agreement entered into by the Corporation may be executed on behalf of the Corporation, in accordance with the provisions of such management agreement.

Notwithstanding any provisions to the contrary contained in the By-laws of the Corporation, the Board may, at any time and from time to time, direct the manner in which and the person or persons by whom any particular Deed, Transfer, Contract or obligation or any class of Deed, Transfer, Contract or obligation of the Corporation may or shall be signed.

- 8 -

6.03 Borrowing - The Corporation may borrow such amounts as in the board's discretion are desirable to carry out the objects and duties of the Corporation and secure same by a mortgage or pledge of any asset of the Corporation; provided that each borrowing in excess of Two Thousand Dollars (\$2,000.00) or raising borrowings of the Corporation to an amount in excess of Two Thousand Dollars (\$2,000.00) shall require separate approval by a majority of the unit owners at a meeting dully called for the purpose of obtaining such approval.

ARTICLE VII

FINANCIAL

7.01 The financial year of the Corporation shall end on the anniversary date of the date of registration of the declaration or such other date as the board may by resolution determine.

ARTICLE VIII

NOTICE

8.01 Method of Giving Notice by the Corporation - Subject to the provisions of The Act, any notice or document required to be given or delivered by the Corporation shall be sufficiently given if delivered personally to the person to whom it is to be given or delivered to the address noted in the record, or mailed by prepaid first class post to such address. Such notice or document shall be deemed to have been given when it is delivered personally or delivered to such address; provided that, if mailed, it shall be deemed to have been given when deposited in a post office or public letter box.

8.02. Notice to the Board or Corporation - Any notice or other document to be given to the Board or Corporation shall be sufficiently given if mailed by prepaid first class post in a sealed envelope addressed to it at the mailing address of the Corporation registered in the appropriate Land Registry Office, or if delivered to the address for service. Any notice or document so mailed shall be deemed to have been given when deposited in a post office or public letter box.

- 9 -

ARTICLE IX

ASSESSMENT AND COLLECTION OF COMMON EXPENSES

9.01 Duties of the Board - The board shall, at least annually, prepare a budget for the property and determine by estimate the amount of common expenses for the next ensuing fiscal year or remainder of the current fiscal year as the case may be. The board shall allocate, assess and collect such common expenses, as are set out in the budget for such period, among the owners according to the proportions in which the owners are required to contribute to the common expenses in the declaration. In addition, the board shall provide in the annual budget for a reserve fund for major repair and replacement of common elements and assets of the Corporation as required by The Act and, may provide for a fund for contingencies, working capital, deficits and replacements. The board shall advise all owners promptly in writing of the amount of common expenses payable by each of them respectively and shall provide copies of each budget on which such common expenses are based to all owners and mortgagees entered on the register.

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

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

9.04 Default in Payment of Assessment -

- (a) Arrears of payments required to be made under the provisions of this Article shall bear interest at a rate determined by the board from time to time and, in default of such determination, shall bear interest at the rate of eighteen percent (18%) per annum and shall be compounded monthly until paid; and
- (b) In addition to any remedies or liens provided by The Act, if any owner is in default in payment of an assessment levied against him for a period of fifteen (15) days, the board may retain a solicitor on behalf of the Corporation to enforce collection and there shall be added to any amount found due all costs of such solicitor as between a solicitor and his own client and such costs may be collected from the defaulting owner in the same manner as common expenses.

ARTICLE X

DEFAULT

10.1 Notice of Default - The board, when giving notice to the owner of a unit of default in payment of common expenses or any breach of a provision in the Corporation's documents shall concurrently send a copy of the notice to each mortgagee of the unit who has requested that notices be sent to him.

ARTICLE XI

RULES AND REGULATIONS

11.01 The board may make rules and regulations governing the use of the common elements and units or any part thereof to promote the safety, security or welfare of the owners and of the property or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and of other units, such rules and regulations to be observed by each owner, tenant, guests, invitees, their respective families and any other occupant of the property. The rules and regulations shall be complied with and enforced in the same manner as the by-laws. Any rule made shall be effective thirty (30) days after notice

thereof has been given to each owner unless the board is in receipt of a requisition pursuant to the Condominium Act, for a meeting to consider such rules in which case the rule shall become effective only on approval of the owners at such meeting.

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

ARTICLE XII

MISCELLANEOUS

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

11.02 Gender - The use of the masculine gender in this By-law shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include plural wherever the context so requires.

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

PASSED by the directors and sealed with the corporate seal, this 1st day of August, 1985.

CARLETON CONDOMINIUM CORPORATION NO. 296

Geo Barrett

President

Collette Beube

Secretary

CONFIRMED by owners of units of the Corporation at a meeting duly called for that purpose on the 1st day of August, 1985.

BAERHART DEVELOPMENTS LTD.

Geo Barrett

President

Collette Beube

Secretary

RULES AND REGULATIONS OF CARLETON
CONDOMINIUM CORPORATION NO. 296

Passed by a vote of its sole member

BAERHART DEVELOPMENTS LTD.

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

1. The water closets and other water apparatus shall not be used for purposes other than those for which they are constructed and no sweepings, garbage, rubbish, rags, ashes or other substances shall be thrown therein. Any damage resulting to them from misuse or from unusual or unreasonable use shall be borne by the owner who, or whose family, guests, visitors, servants, clerks or agents shall cause it.
2. No sign, advertisement, or notice shall be inscribed, painted, affixed or placed on any part of the inside or outside of the buildings or common elements whatsoever without the prior written consent of the board.
3. No awnings or shades shall be erected over and outside of the windows or balconies or patios without the prior written consent of the board.
4. No owner shall do, or permit anything to be done, in his unit or bring or keep anything therein which will in any way increase the risk of fire or the rate of fire insurance on any building, or on property kept therein, or obstruct or interfere with the rights of other owners or in any way injure or annoy them, or conflict with the laws relating to fire or with the regulations of the Fire Department or with any insurance policy carried by the corporation or any owner or conflict with any of the rules and ordinances of the Board of Health or with any Statute or municipal by-law.
5. Nothing shall be placed on the outside of the window sills or projections.

- 2 -

6. Water shall not be left running unless in actual use.
7. The owner shall not place, leave or permit to be placed or left in or upon the common elements including those of which he has the exclusive use, any debris, refuse or garbage except on days designated by the board or the manager as garbage pick-up days.

Such debris, refuse or garbage shall be contained in properly tied polyethylene or plastic garbage bags not exceeding twenty-five pounds per bag in weight and shall be disposed of as directed by the manager. Where such debris, refuse or garbage consists of packing cartons or crates, the owner shall arrange with the manager for a pick-up thereof and such packing cartons or crates shall not in any event be left outside the unit.
8. Owners, their families, guests, visitors and servants shall not create or permit the creation of or continuation of any noise or nuisance which, in the opinion of the board or the manager, may or does disturb the comfort or quiet enjoyment of the property by other owners, their families, guests, visitors, servants and persons having business with them.
9. Nothing shall be thrown out of the windows or doors of the building.
10. No animal, livestock or fowl other than a pet shall be kept on the property, and no pet that is deemed by the board or manager, in its absolute discretion, to be a nuisance shall be kept by any owner of any unit or in any other part of the property. Any owner who keeps a pet on the property or any part thereof shall, within two weeks of receipt of a written notice from the board or the manager requesting the removal of such pet, permanently remove such pet from property. No breeding of pets for sale shall be carried on in or around any unit.

- 3 -

11. Owners shall not overload existing electrical circuits.
12. No auction sale shall be held on the property.
13. No stores of coal or any combustible or offensive goods, provisions or materials shall be kept on the property.
14. No noise, caused by any instrument or other device, or otherwise, which in the opinion of the board may be calculated to disturb the comfort of the other owners shall be permitted.
15. The sidewalks, entry, passageways, walkways and driveways used in common by the owners shall not be obstructed by any of the owners or used by them for any purpose other than for ingress and egress to and from their respective units.
16. No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window, door or those parts of the common elements over which the owner has exclusive use. Only seasonal furniture is allowed on balconies and patios. No hanging or drying of clothes is allowed on balconies and patios, and balconies and patios shall not be used for storage.
17. (a) No motor vehicle, trailer, boat, snowmobile, machinery or equipment, other than a private passenger automobile, station wagon or commercial vehicle (including a one-half ton pick-up truck with uncovered rear end and sills not exceeding four feet in height) shall be parked on any part of the common elements (including any part thereof, of which any owner may have the exclusive use) nor shall any repairs be made to such motor vehicle on the common elements and no motor vehicle shall be driven on any part of the common elements other than on a driveway or parking space.
(b) Without limiting the generality of anything contained in this regulation, the portion of the

- 4 -

common elements which is designated as visitor's parking shall not be used by the owners for parking of any vehicles in any manner.

18. No television antenna, aerial, tower or similar structure and appurtenances thereto shall be erected on or fastened to any unit, except for in connection with a common television cable system.
19. No one shall harm, mutilate, destroy, alter or litter any of the landscaping work on the property, including grass, trees, shrubs, hedges, flowers or flower beds.
20. No building or structure or tent shall be erected and no trailer either with or without living, sleeping or eating accommodation shall be placed, located, kept or maintained on the common elements.
21. No part of the said units or the common elements shall be used for the purpose of any profession, trade, employment or service, manufacture or business of any description; nor as a school, hospital, or other charitable institution; nor as a hotel, apartment house, rooming house or place of public resort; nor for any sport (other than such games as are usually played in connection with the occupation of a private residence).
22. Any loss, cost or damages incurred by the corporation by reason of a breach of any rules and regulations in force from time to time by any owner, his family, guests, servants, agents or occupants of his unit shall be borne by such owner and may be recovered by the corporation against such owner in the same manner as common expenses.

SCHEDULE

CARLETON CONDOMINIUM CORPORATION NO. 296

BY-LAW NO. 2

A by-law relating generally to maintenance agreements for Carleton Condominium Corporation No. 296.

Be it enacted and it is hereby enacted as a By-law of Carleton Condominium Corporation No. 296 (the "Corporation") as follows:


THAT the Corporation enter into the following Agreements;

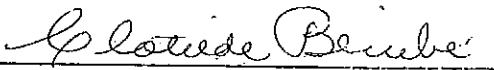
- (a) Maintenance Agreement dated the 1st of August, 1985 between the Corporation and Skyline Cablevision Limited; and
- (b) Maintenance Agreement dated the 1st of August, 1985 between the Corporation and The Hydro-Electric Commission of the City of Ottawa;

and that the President and the Secretary on behalf of the Corporation are hereby authorized to sign the said two (2) Maintenance Agreements under the Corporate seal of the Corporation.

PASSED by the directors and sealed with the corporate seal, this 1st day of August, 1985.


CARLETON CONDOMINIUM CORPORATION NO. 296

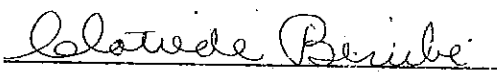

President


Secretary

CONFIRMED by owners of units of the Corporation at a meeting duly called for that purpose on the 1st day of August, 1985.

BAERHART DEVELOPMENTS LTD.


President


Secretary

FOR OFFICE USE ONLY

1188404

CERTIFICATE OF RECEIPT
RÉCEPISSE
OTTAWA-CARLETON (4)

'98 07 10 10 20

New Property Identifiers

Additional:
See
Schedule

Executions

Additional:
See
Schedule

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

(3) Property Identifier(s) Block Property Additional:
15296-0001 15296-0018 inclusive See Schedule

(4) Nature of Document
By-Law No. 3 (Section 28 the Condominium Act)

(5) Consideration
Dollars \$

(6) Description
All Units and Common Elements comprising the property included in Carleton Condominium Plan No. 296, City of Ottawa, Regional Municipality of Ottawa-Carleton Land Titles Division of Ottawa 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 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)

Carleton Condominium Corporation No. 296

(Applicant), by its Solicitors,

Nelligan/Power

Signature(s)

Per

Name: Deborah A. Bellinger

I/We have authority to bind the Corporation.

Date of Signature

Y M D
1998 07 08

(11) Address for Service

c/o Nelligan/Power, Suite 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:

NELIGAN/POWER
Suite 1900
66 Slater Street
Ottawa, Ontario
K1P 5H1

Box 241

DZB/rd-3087-17535

FOR OFFICE USE ONLY

Fees and Tax

Registration Fee

00

Total

2

C E R T I F I C A T E

CARLETON CONDOMINIUM CORPORATION NO. 296 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 By-Laws of the Corporation, and that the said By-Law No. 3 has not been amended and is in full force and effect.

DATED at the City of Ottawa, Province of Ontario this ^{6th} day of ^{July}, 1998.

CARLETON CONDOMINIUM CORPORATION NO. 296

Per: *D MacEwen-Hansen*
Print Name: *D MacEwen-Hansen*
Print Title: *Property Manager*

(seal)

CARLETON CONDOMINIUM CORPORATION NO. 296

BY-LAW NO. 3

BE IT ENACTED as By-Law No. 3 (being a By-Law respecting insurance deductibles) of Carleton Condominium Corporation No. 296 (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, Chapter C-26, shall have ascribed to them the meanings set out in the Act as amended from time to time.

**ARTICLE II
INSURANCE DEDUCTIBLES**

- (1) Property insurance for the units and common elements (excluding improvements and betterments made or acquired by an owner) is obtained and maintained by the Corporation (the "Master Policy"), but may be subject to a loss deductible clause.
- (2) Accordingly, the Master Policy does not cover any loss, or portion of a loss, falling within any such deductible. Responsibility for any such loss must therefore be determined by reference to the normal repair responsibilities, without regard to insurance issues. Therefore:
 - (a) any deductible loss relating to unit damage shall be the responsibility of the owner of the unit; and
 - (b) any deductible loss relating to common element damage shall be the responsibility of the Corporation.
- (3) Notwithstanding the foregoing,
 - (a) each unit owner shall indemnify and save harmless the Corporation from any deductible loss (under the Master Policy) resulting from a negligent act or omission of the owner, or his or her guests, agents or occupants of the unit.
 - (b) The Corporation shall indemnify and save harmless each unit owner from any uninsured loss, including a deductible loss (not covered by either the Master Policy or any insurance arranged by the owner) resulting from a negligent act or omission of the Corporation or its agents or officers.
- (4) Any payments which are the responsibility of a unit owner under 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) The Condominium Corporation has the right to raise deductibles on the Master Policy from time to time, but shall promptly provide written notice of any change in the deductible to all owners.

**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 hereof;

- (2) Gender: The use of the masculine gender in this By-Law shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include plural wherever the context so requires, and vice versa;
- (3) Waiver: No restriction, condition, obligation or provision contained in this By-Law shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur;
- (4) Headings: The headings in the body of this By-Law form no part thereof but shall be deemed to be inserted for convenience of reference only;
- (5) Alterations: This By-Law or any 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 12th day of May, 1997.

CARLETON CONDOMINIUM CORPORATION NO. 296


 Print Name: D. MacEwen-HANSEN
 Print Title: Property Manager

I have authority to bind the Corporation

<p style="writing-mode: vertical-rl; transform: rotate(180deg); font-size: small;">FOR OFFICE USE ONLY</p> <p style="text-align: center; font-size: large; font-weight: bold;">1133405</p> <p style="text-align: center; font-size: small;">CERTIFICATE OF RECEIPT REÇÉPISSÉ</p> <p style="text-align: center; font-size: small;">OTTAWA-CARLETON (4)</p> <p style="text-align: center; font-size: large;">'98 07 10 10 20</p>	<p>(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/> (2) Page 1 of 5 pages</p>
	<p>(3) Property Identifier(s) Block Property Additional: See Schedule <input type="checkbox"/></p> <p>15296-0001 15296-0018 inclusive</p>
	<p>(4) Nature of Document By-Law No. 4 (Section 28 the Condominium Act)</p>
	<p>(5) Consideration Dollars \$</p>
	<p>(6) Description All Units and Common Elements comprising the property included in Carleton Condominium Plan No. 296, City of Ottawa, Regional Municipality of Ottawa-Carleton Land Titles Division of Ottawa No. 4</p>
	<p>(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"/></p> <p>Additional: See Schedule <input type="checkbox"/></p>

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

Continued on Schedule

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

<p>(10) Party(ies) (Set out Status or Interest) Name(s) Carleton Condominium Corporation No. 296 (Applicant), by its Solicitors. Nelligan/Power</p>	<p>Signature(s) Per: Name: Deborah A. Bellinger I/We have authority to bind the Corporation.</p>	<p>Date of Signature Y M D 1998 07 08</p>
---	---	---

(11) Address for Service: c/o Nelligan/Power, Suite 1900, 66 Slater Street, Ottawa, Ontario, K1P 5H1

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

(13) Address for Service

<p>(14) Municipal Address of Property Multiple</p>	<p>(15) Document Prepared by: NELLIGAN/POWER Box 241 Suite 1900 66 Slater Street Ottawa, Ontario K1P 5H1 DZB/rd-3087-17535</p>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Fees and Tax</th> </tr> <tr> <td style="width:50%;">Registration Fee</td> <td style="width:50%; text-align: center;"></td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td>Total</td> <td> </td> </tr> </table>	Fees and Tax		Registration Fee						Total	
Fees and Tax												
Registration Fee												
Total												

CERTIFICATE

CARLETON CONDOMINIUM CORPORATION NO. 296 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 By-Laws of the Corporation, and that the said By-Law No. 4 has not been amended and is in full force and effect.

DATED at the City of Ottawa, Province of Ontario this 6 day of *April*, 1998.

CARLETON CONDOMINIUM CORPORATION NO. 296

Per: *Claude N*
Print Name: *CLAUDE ROLAN*
Print Title: *SECRETARY*

(seal)

BY-LAW NO. 3

BE IT ENACTED as By-Law No. 3 (being a By-Law respecting insurance deductibles) of Carleton Condominium Corporation No. 296 (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, Chapter C-26, shall have ascribed to them the meanings set out in the Act as amended from time to time.

ARTICLE II INSURANCE DEDUCTIBLES

- (1) Property insurance for the units and common elements (excluding improvements and betterments made or acquired by an owner) is obtained and maintained by the Corporation (the "Master Policy"), but may be subject to a loss deductible clause.
- (2) Accordingly, the Master Policy does not cover any loss, or portion of a loss, falling within any such deductible. Responsibility for any such loss must therefore be determined by reference to the normal repair responsibilities, without regard to insurance issues. Therefore:
 - (a) any deductible loss relating to unit damage shall be the responsibility of the owner of the unit; and
 - (b) any deductible loss relating to common element damage shall be the responsibility of the Corporation.
- (3) Notwithstanding the foregoing,
 - (a) each unit owner shall indemnify and save harmless the Corporation from any deductible loss (under the Master Policy) resulting from a negligent act or omission of the owner, or his or her guests, agents or occupants of the unit.
 - (b) The Corporation shall indemnify and save harmless each unit owner from any uninsured loss, including a deductible loss (not covered by either the Master Policy or any insurance arranged by the owner) resulting from a negligent act or omission of the Corporation or its agents or officers.
- (4) Any payments which are the responsibility of a unit owner under 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) The Condominium Corporation has the right to raise deductibles on the Master Policy from time to time, but shall promptly provide written notice of any change in the deductible to all owners.

ARTICLE III MISCELLANEOUS

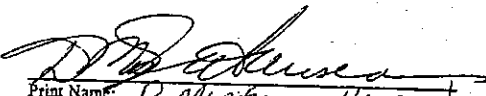
- (1) Invalidity: The invalidity of any part of this By-Law shall not impair or affect in any manner the validity and enforceability or effect of the balance hereof;

- (2) Gender: The use of the masculine gender in this By-Law shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include plural wherever the context so requires, and vice versa;
- (3) Waiver: No restriction, condition, obligation or provision contained in this By-Law shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur;
- (4) Headings: The headings in the body of this By-Law form no part thereof but shall be deemed to be inserted for convenience of reference only;
- (5) Alterations: This By-Law or any 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 12th day of May, 1997.

CARLETON CONDOMINIUM CORPORATION NO. 296


Print Name: D. Mathew-Hansen

Print Title: Property Manager

I have authority to bind the Corporation

CARLETON CONDOMINIUM CORPORATION NO. 296

BY-LAW NO. 4

WATER METERS

BE IT ENACTED as By-law No. 4 (being a By-law respecting the installation of water sub-meters) of Carleton Condominium Corporation No. 296 (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;

AND WHEREAS Section 38 of the Act and the Declaration of the Corporation require that additions, alterations or improvements to the common elements receive approval by the Corporation and by a vote of unit owners;

AND WHEREAS the installation of water meters might be regarded as an alteration or addition to the common elements;

AND WHEREAS the Corporation has determined that, to the extent that Section 38 of the Act may apply, the installation of water meters would constitute a non-substantial alteration or addition to the common elements;

AND WHEREAS confirmation of this By-law by owners who own not less than 51% of the units at a meeting duly called for that purpose under Section 28 of the Act would constitute approval for a non-substantial addition as may be required by Section 38 of the Act;

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 may be installed on an exterior wall of each dwelling unit.
2. The cost of the sub-meter and the remote reader, including all costs of installation, shall be paid by the Corporation.

**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. All water charges shall be deemed to be part of the common expense payments for the unit.
3. During the first year following registration of this by-law, water charges shall be payable based on quarterly readings, invoiced to each owner, and due on dates determined by the Board.
4. In all subsequent years, 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 water charges. Each owner shall pay his or her estimated water charges on the date(s) and times determined by the Board.
 - 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(4)(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(4)(c)(i) herein shall be distributed when the said amounts due pursuant to Article III(4)(c)(ii) herein have been collected and are available for redistribution.
5. Any amounts not paid by any owner when due, having regard to the due dates established by the Board, shall be added to the common expenses of the unit and shall be collectible in accordance with Article IV herein.

**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

5

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 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.

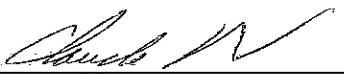
**ARTICLE VII
MISCELLANEOUS**

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 6 day of April, 1998.

CARLETON CONDOMINIUM CORPORATION NO. 296



Print Name: CLAUDE ROGAN
Print Title: SECRETARY

I have authority to bind the Corporation.

FOR OFFICE USE ONLY

1183406

CERTIFICATE OF RECEIPT
RECEPISSE
OTTAWA-CARLETON (4)

'98 07 10 10 20

(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/>		(2) Page 1 of 5 pages	
(3) Property Identifier(s) 15296-0001	Block 15296-0018 inclusive	Property Additional: See Schedule <input type="checkbox"/>	
(4) Nature of Document By-Law No. 5 (Section 28 the Condominium Act)			
(5) Consideration Dollars \$			
(6) Description All Units and Common Elements comprising the property included in Carleton Condominium Plan No. 296, City of Ottawa, Regional Municipality of Ottawa-Carleton Land Titles Division of Ottawa 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"/>	Additional: See Schedule <input type="checkbox"/>

New Property Identifiers

Additional: See Schedule

Executions

Additional: See Schedule

(B) 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)

Carleton Condominium Corporation No. 296

(Applicant), by its Solicitors,

Nelligan/Power

Signature(s)

Deborah A. Bellinger

Name: Deborah A. Bellinger

I/We have authority to bind the Corporation.

Date of Signature

Y	M	D
1998	07	08

(11) Address for Service

c/o Nelligan/Power, Suite 1900, 66 Slater Street, Ottawa, Ontario, K1P 5H1

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

Signature(s)

Date of Signature

(13) Address for Service

(14) Municipal Address of Property

Multiple

(15) Document Prepared by:

NELIGAN/POWER
Suite 1900
66 Slater Street
Ottawa, Ontario
K1P 5H1

Box 241

DZB/rd-3087-17535

FOR OFFICE USE ONLY

Fees and Tax

Registration Fee	60
Total	

CERTIFICATE

CARLETON CONDOMINIUM CORPORATION NO. 296 hereby certifies that the By-Law No. 5 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. 5 has not been amended and is in full force and effect.

DATED at the City of Ottawa, Province of Ontario this 6 day of *April*, 1998.

CARLETON CONDOMINIUM CORPORATION NO. 296

Per: _____

Print Name: *CLAUDE ROCAN*

Print Title: *SECRETARY*

(seal)

CARLETON CONDOMINIUM CORPORATION NO. 296

BY-LAW NO. 5

CONVERSION TO NATURAL GAS

BE IT ENACTED as By-Law No. 5 (being a special By-Law respecting an easement in favour of Consumers Gas, and related matters) of CARLETON CONDOMINIUM CORPORATION NO. 296 (hereinafter referred to as the "Corporation") as follows:

WHEREAS Section 9 of the Condominium Act ("the Act") permits the Corporation, by special By-Law, to grant an easement through the common elements;

AND WHEREAS Section 1(x) of the Act requires a special By-Law to be confirmed by owners who own not less than two-thirds of the units at a meeting duly called for the purpose;

AND WHEREAS the supply of natural gas to the property will require an easement in favour of Consumers Gas for the purpose of constructing, operating, repairing and maintaining gas service to the property;

AND WHEREAS the supply of gas as aforesaid will also involve certain alterations to the common elements which require the approval of the Corporation pursuant to the terms of the Declaration and the unit owners pursuant to Section 38 of the Act;

AND WHEREAS in accordance with Article IV(4)(a) of the Declaration, the said alterations have been determined to be non-substantial for the purposes of Section 38 of the Act;

AND WHEREAS the confirmation of this special By-Law under Section 1 and 9 of the Act will therefore constitute approval under Section 38 of the Act for the said alterations to the common elements, subject to the terms and conditions set forth herein;

NOW THEREFORE be it enacted as a special By-Law of 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, shall have ascribed to them the meanings as set out in the Act as amended from time to time.

**ARTICLE II
EASEMENT AGREEMENT**

In order to allow for the supply of natural gas to the units of the condominium, the Corporation is hereby authorized to enter into an agreement for the granting of an easement in favour of Consumers Gas, in a form acceptable to the Board.

**ARTICLE III
ADDITIONS TO COMMON ELEMENTS**

- (1) All additions and changes to the common elements required for the aforesaid supply of gas are hereby approved, subject to this By-law.
- (2) Unit owners may arrange for additions and changes to the common elements (herein called "additions") in order to arrange for gas connection to their units and as may be required for gas or central air-conditioning appliances in their units, subject to the terms and conditions set forth in Article IV herein.

7

**ARTICLE IV
TERMS AND CONDITIONS**

The above-noted authority to carry out the additions described in Article III (2) is subject to the following terms and conditions and any unit owner carrying out any such addition 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 additions shall be made except in accordance with the following:
 - (a) the specifications listed in Schedule "A", including any additions or amendments to those specifications made by resolution of the Board of Directors, in accordance with (b) below;
 - (b) all standards, drawings, and specifications (including any amendments to the specifications in Schedule "A") made from time by resolution of the Board;
 - (c) any applicable requirements of the Canadian Standards Association, or the requirements of any similar and recognized organization; and
 - (d) the specific written approval of the Board; which shall be required for every addition. For this purpose, the Board shall be entitled to request details of all proposed wall and roof penetrations and other proposed additions.
- (2) All additions shall comply with all municipal, provincial and federal legislation including all municipal By-Laws and building regulations;
- (3) Each addition shall be maintained and repaired in a good and safe condition by the unit owner at the unit owner's sole expense. Notwithstanding the provisions of the Act and Declaration and By-Laws of the Corporation, the Corporation shall not be responsible to maintain or repair any addition nor shall the Corporation be responsible to retain any insurance with respect to any addition;
- (4) In the event that the unit owner fails to maintain or repair the addition as required herein, the Corporation may, at its option and after notifying the unit owner and affording the unit 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 unit owner and collectible in accordance with Article III (7) hereof;
- (5) The unit owner shall obtain insurance, satisfactory to the Corporation, against any and all liability which may arise in connection with the addition. The unit 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 unit owner shall fully and completely indemnify and save harmless the Corporation from any and all loss, costs, expenses, claims or damages, of whatever kind and however arising, as a result of the breach of any of these terms and conditions, or otherwise relating to the addition, including any claim against the Corporation for damages resulting from, caused by, or associated with the addition. Without limiting the generality of the foregoing, the unit owner shall be responsible for all costs and expenses incurred in order to remove any addition in order 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) and the Corporation shall have no obligation for any damage which may be caused to the addition as a result of any such required access.
- (7) Any amounts owing to the Corporation by a unit owner by virtue of these terms and conditions shall be added to the unit owner's common expenses and shall be collectible against the unit 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 Act;

- (8) In addition to any other rights and remedies available to the Corporation hereunder or otherwise, in the event that any unit owner contravenes any of the within terms and conditions, the Corporation shall be entitled upon ten days written notice to the unit owner, to remove the addition and restore the common elements to their previous condition. All costs and expenses associated with such removal and restoration shall be the responsibility of the unit owner and shall be payable by the unit owner to the Corporation, and collectible in accordance with Article III (7) hereof;
- (9) Any such addition carried out by a unit owner shall be carried out at the sole expense of the unit owner;
- (10) All of these terms and conditions shall be binding upon the successors and assigns of the unit owner;

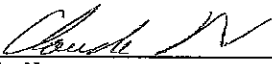
**ARTICLE V
MISCELLANEOUS**

- (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) Gender: The use of the masculine gender in this By-Law shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include plural wherever the context so requires, and vice versa.
- (3) Waiver: No restriction, condition, obligation or provision contained in this By-Law shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.
- (4) Headings: The headings in the body of this By-Law form no part thereof but shall be deemed to be inserted for convenience of reference only.

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 day of APRIL, 1998.

CARLETON CONDOMINIUM CORPORATION NO. 296



 Print Name: CLAUDE ROCAN
 Print Title: SECRETARY

I have authority to bind the Corporation.

<p style="text-align: center; font-size: 24px; font-weight: bold;">1157408</p> <p style="text-align: center; font-size: 18px; font-weight: bold;">CERTIFICATE OF RECEIPT RECEPISSE</p> <p style="text-align: center; font-size: 18px; font-weight: bold;">OTTAWA-CARLETON (4)</p> <p style="text-align: center; font-size: 18px; font-weight: bold;">1998 OCT 19 15:54</p> <p style="font-size: 10px;">New Property Identifier</p> <p style="font-size: 10px;">Additional: See Schedule <input type="checkbox"/></p> <p style="font-size: 10px;">Executions</p> <p style="font-size: 10px;">CALCULATIONS CLEAR</p> <p style="font-size: 10px;">Additional: See Schedule <input type="checkbox"/></p>	<p>(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/> (2) Page 1 of 6 pages</p>
	<p>(3) Property Identifier(s) Block 15296 16296 Property 0001 to 0018 inclusive Additional: See Schedule <input type="checkbox"/></p>
	<p>(4) Consideration Two dollars Dollar \$ 2.00</p>
	<p>(5) Description This is a: Property Division <input type="checkbox"/> Property Consolidation <input type="checkbox"/> All of the Units and Common Elements of Carleton Condominium Plan No. 296, City of Ottawa, Regional Municipality of Ottawa-Carleton</p>
	<p>(7) Interest/Estate Transferred XXXXXX Easement</p>

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

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

<p>Name(s) CARLETON CONDOMINIUM CORPORATION NO. 296</p> <p>Signature(s) <i>[Signature]</i> Date of Signature Y M D 1998 09 20</p> <p>Per: D. MacEwan-Hansen</p> <p>Title: property manager</p> <p>We have authority to bind the corporation</p>	<p>Per: _____</p> <p>Name: _____</p> <p>Title: _____</p>
--	--

3) Spouse(s) of Transferor(s) I hereby consent to this transaction

Name(s) _____	Signature(s) _____ Date of Signature Y M D _____
---------------	--

10) Transferor(s) Address c/o Nelligan Power, Suite 1900, 66 Slater Street, Ottawa, Ontario K1P 5H1 for Service

<p>11) Transferee(s) THE CONSUMERS' GAS COMPANY LTD.</p> <p>Signature <i>[Signature]</i> Date of Birth Y M D 1998 10 28</p> <p>Name: E.H. ERWIN</p> <p>Title: DIRECTOR DISTRIBUTION SUPPORT SERVICES</p> <p><i>[Signature]</i> Name: Richard Langstaff</p> <p>Title: Manager, Land Services</p> <p>We have authority to bind the corporation</p>	<p>APPROVED</p> <p><i>[Signature]</i> LAND DEPT.</p>
---	--

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

(13) Transferor(s) The transferor verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene section 50 of the Planning Act.

Signature _____ Date of Signature Y M D _____	Signature _____ Date of Signature Y M D _____
---	---

Solicitor for Transferor(s) I have explained the effect of section 50 of the Planning Act to the transferor and I have made inquiries of the transferor to determine that this transfer does not contravene that section and based on the information supplied by the transferor, to the best of my knowledge and belief, this transfer does not contravene that section. I am an Ontario solicitor in good standing.

Name and Address of Solicitor _____ Signature _____

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

Name and Address of Solicitor _____ Date of Signature Y M D _____

Signature _____

(15) Assessment Roll Number of Property _____ City. Mun. Map Sub. Par. **MULTIPLE**

(16) Municipal Address of Property **Multiple**

(17) Document Prepared by: **The Consumers' Gas Company Ltd. 101 Consumers Drive Whitby, Ontario L1N 1C4 L-24346 (WP)**

Fees and Tax	
Registration Fee	\$0
Land Transfer Tax	<i>[Signature]</i>
Total	

FOR OFFICE USE ONLY

New Property Identifiers Executions	(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/>	(2) Page 1 of 6 pages		
	(3) Property Identifier(s) Block: 15296 Property: 0001 to 0018 inclusive	Additional: See Schedule <input type="checkbox"/>		
	(4) Consideration Two dollars Dollar \$ 2.00			
	(6) Description This is a: Property Division <input type="checkbox"/> Property Consolidation <input type="checkbox"/> All of the Units and Common Elements of Carleton Condominium Plan No. 296, City of Ottawa, Regional Municipality of Ottawa-Carleton			

5) This Document Contains (a) Redescription New Easement Plan/Sketch (b) Schedule for: Description Additional Parties Other (7) Interest/Estate Transferred ~~Fee Simple~~ Easement

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

Name(s) CARLETON CONDOMINIUM CORPORATION NO. 296	Signature(s) Per: <i>[Signature]</i> Name: <i>D. MacLennan-Hansen</i> Title: <i>property manager</i>	Date of Signature Y M D 1998 09 30
We have authority to bind the corporation		

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

10) Transferor(s) Address c/o Nelligan Power, Suite 1900, 66 Slater Street, Ottawa, Ontario K1P 5H1 for Service

11) Transferee(s) THE CONSUMERS' GAS COMPANY LTD.	Name: <i>A. Erwin</i> Title: <i>E.H. ERWIN DIRECTOR DISTRIBUTION SUPPORT SERVICES</i>	Date of Birth Y M D 1998 10 08
APPROVED <i>[Signature]</i> We have the authority to bind the corporation		
Name: <i>Richard Langstaff</i> Title: <i>Manager, Land Services</i>		

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

(13) Transferor(s) The transferor verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene section 50 of the Planning Act.

Signature _____ Date of Signature Y M D _____	Signature _____ Date of Signature Y M D _____
---	---

Solicitor for Transferor(s) I have explained the effect of section 50 of the Planning Act to the transferor and I have made inquiries of the transferor to determine that this transfer does not contravene that section and based on the information supplied by the transferor, to the best of my knowledge and belief, this transfer does not contravene that section. I am an Ontario solicitor in good standing.

Name and Address of Solicitor _____ Signature _____ Date of Signature Y M D _____

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

Name and Address of Solicitor _____ Signature _____ Date of Signature Y M D _____

(15) Assessment Roll Number of Property	Cty. Mun. Map Sub. Par.	MULTIPLE	Fees and Tax
(16) Municipal Address of Property Multiple			(17) Document Prepared by: The Consumers' Gas Company Ltd. 101 Consumers Drive Whitby, Ontario L1N 1C4 L-24346 (WP)
			Registration Fee
			Land Transfer Tax
			Total

FOR OFFICE USE ONLY

Additional Property Identifier(s) and/or Other Information

EASEMENT - CONDOMINIUM

THIS GRANT OF EASEMENT is dated the 15th day of September, 1998

AMONG:

CARLETON CONDOMINIUM CORPORATION NO. 296
(the "Corporation")

AND

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

WHEREAS:

A. The Company has constructed or intends to construct gas lines, piping, meters, attachments, apparatus, appliances, markers, fixtures, works and other equipment (collectively, the "Equipment") in, on and under the land described in Box 5 on the Transfer/Deed of Land to which this agreement is attached (collectively the "Property");

B. For the purpose of operating, repairing and maintaining the Equipment the Company has requested the right to enter upon the Property;

C. Pursuant to the Condominium Act and the Declaration creating the Corporation, the Corporation is authorized to manage and maintain the Property as defined by such Act and pursuant to a special by-law registered as Instrument No. LT1133406 is authorized to enter into this agreement.

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

1. The Company shall be responsible for inspecting, operating, repairing, maintaining, replacing and renewing the Equipment as required.

2. The Corporation grants to the Company the free, uninterrupted and unobstructed easement, right and licence in perpetuity to enter upon the Property including the common elements for the purpose of surveying, constructing, laying, using, installing, repairing, inspecting, replacing, removing, renewing, expanding, enlarging, altering, reconstructing, operating and maintaining the Equipment in, on and under the Property, for the purpose of the delivery of natural and/or manufactured gas to the Property together with the right and licence of free uninterrupted and unobstructed access to the Property including the common elements for the Company, its servants, agents, workmen, vehicles, supplies and equipment at all times and subject to reasonable notice (except in cases of emergency) and for all purposes and things necessary for or incidental to the exercise and enjoyment of the right and licence hereby given.

3. The rights granted to the Company herein shall be binding on the Property and shall be of benefit to the distribution system of the Company as it exists from time to time and the lands owned by the Company which are used in connection therewith including the lands described in Schedule "A" hereto.

4. At its expense as soon as reasonably possible after the exercise of its rights hereunder, the Company shall remove all surplus soil and debris from the Property and restore it to its former state so far as is reasonably practicable.

5. Before the commencement of any work which may affect the Equipment, the Corporation shall advise the Company of its intent so to do. The Company will attend upon the Property and advise the Corporation of the location of the Equipment so that such work is carried out by the Corporation without injury to the Equipment.



Additional Property Identifier(s) and/or Other Information

6. The Corporation shall be responsible to the Company for any damage to the Equipment caused by the Corporation, its contractors, agents, workmen or employees.
7. If the Corporation requires the Company to relocate any portion of the Equipment, it shall give the Company reasonable notice in writing thereof and shall bear the entire cost of such relocation.
8. The Corporation shall make no changes, alterations or additions to any part of the Property that would affect the Equipment and/or the rights granted to the Company hereunder including any change which interferes with the accessibility to the Equipment, without the prior written consent of the Company.
9. The Corporation represents and warrants that the Property has not been used for the storage of and does not contain any toxic, hazardous, dangerous, noxious, or waste substances or contaminants (collectively the "Hazardous Substances"). If the Company encounters any Hazardous Substances in undertaking any work it shall give notice to the Corporation. At the expense of the Corporation, the Company (or, at the Company's option, the Corporation) shall effect the removal of such Hazardous Substances in accordance with the laws, rules and regulations of all applicable public authorities. The Company shall not bring any Hazardous Substances on the Property. In acquiring its interests in the Property pursuant to this agreement, the Company shall be deemed not to acquire the care or control of the Property or any component thereof.
10. Notwithstanding any rule or law or equity, all of the Equipment shall be deemed to be the property of the Company even though the same may be annexed or affixed to the Property.
11. The Company shall have the absolute right to assign or transfer its rights hereunder in whole or in part, without the consent of the Corporation, but subject to prior notice to the Corporation.
12. This agreement shall extend to, be binding upon and enure to the benefit of the respective heirs, executors, administrators, successors and assigns of the parties hereto and whenever the singular or neuter is used it shall, where necessary, be construed as if the plural or feminine or masculine has been used and vice versa, as the case may be.

Additional Property Identifier(s) and/or Other Information

SCHEDULE "A"

TRANSFeree'S LANDS

FIRSTLY:

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

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

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

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

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

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

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

As described in Instrument No. 11986.

SECONDLY:

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

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Additional Property Identifier(s) and/or Other Information

AFFIDAVIT

I, _____ of the City of Ottawa make oath and say that:

1. I am an officer of Carleton Condominium Corporation No. 296 (the "Corporation") and as such have knowledge of the matters herein set out.

2. The Corporation was authorized to execute the attached easement pursuant to a special by-law of the Corporation.

SWORN BEFORE ME

at the City of Ottawa

in the Regional Municipality of Ottawa-Carleton

dated the ³⁰ day of Sept., 1998


 A Commissioner, etc.
 D. Bellinger



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fer to all instructions on reverse side.

All of the Units and Common Elements of Carleton

THE MATTER OF THE CONVEYANCE OF (insert brief description of land) Condominium Plan No. 296, City of Ottawa, Regional Municipality of Ottawa-Carleton

Carleton Condominium Corporation No. 296

The Consumers' Gas Company Ltd.

Wendy Arseneau

SWORE OATH AND SAY THAT:

I am (place a clear mark within the square opposite that one of the following paragraphs that describes the capacity of the deponent(s); (see instruction 2)

- (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
(b) A trustee named in the above-described conveyance to whom the land is being conveyed;
(c) A transferee named in the above-described conveyance;
[X] (d) The authorized agent or solicitor acting in this transaction for (insert name(s) of principal(s)) The Consumers' Gas Company Ltd.

- (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for (insert name(s) of corporation(s))
(f) A transferee described in paragraph () (insert only one of paragraph (a), (b) or (c) above, as applicable) and am making this affidavit on my own behalf and on behalf of (insert name of spouse) who is my spouse described in paragraph () (insert only one of paragraph (a), (b) or (c) above, as applicable) and as such, I have personal knowledge of the facts herein deposed to.

(To be completed where the value of the consideration for the conveyance exceeds \$400,000.)

I have read and considered the definition of "single family residence" set out in clause 1(1)(a) of the Act. The land conveyed in the above-described conveyance contains at least one and not more than two single family residences. Note: Clause 2(1)(d) imposes an additional tax at the rate of one-half of one per cent upon the value of consideration in excess of \$400,000 where the conveyance contains at least one and not more than two single family residences.

I have read and considered the definitions of "non-resident corporation" and "non-resident person" set out respectively in clauses 1(1)(f) and (g) of the Act and each of the following persons to whom or in trust for whom the land is being conveyed in the above-described conveyance is a "non-resident corporation" or a "non-resident person" as set out in the Act. (see instructions 4 and 5) None

THE TOTAL CONSIDERATION FOR THIS TRANSACTION IS ALLOCATED AS FOLLOWS:

Table with 2 columns: Description and Amount. Rows include: (a) Monies paid or to be paid in cash \$ 2.00; (b) Mortgages (i) Assumed \$ nil; (c) Property transferred in exchange \$ nil; (d) Securities transferred to the value of \$ nil; (e) Liens, legacies, annuities and maintenance charges to which transfer is subject \$ nil; (f) Other valuable consideration subject to land transfer tax \$ nil; (g) VALUE OF LAND, BUILDING, FIXTURES AND GOODWILL SUBJECT TO LAND TRANSFER TAX (Total of (a) to (f)) \$ 2.00; (h) VALUE OF ALL CHATTELS - items of tangible personal property \$ nil; (i) Other consideration for transaction not included in (g) or (h) above \$ nil; (j) TOTAL CONSIDERATION \$ 2.00.

If consideration is nominal, describe relationship between transferor and transferee and state purpose of conveyance. (see instruction 6)

N/A
If the consideration is nominal, is the land subject to any encumbrance? N/A
Other remarks and explanations, if necessary. Exempt from Land Transfer Tax under Section 695 of the Land Transfer Tax Act R.S.O., 1990

born before me at the Town of Whitby the Regional Municipality of Durham is 7 day of October 19 98

WILLIAM JAMES COLDRICE, a Commissioner, etc., Province of Ontario, for The Consumers' Gas Company Ltd., and its subsidiaries, associates and affiliates. Wendy Arseneau signature(s) Expires June 1, 1999.

Property Information Record

Describe nature of instrument: Grant of Easement
(ii) Address of property being conveyed (if available): Multiple
(iii) Assessment Roll No. (if available): Not Assigned
Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed (see instruction 7): P.O. Box 650, Scarborough, Ontario M1K 5E3
(i) Registration number for last conveyance of property being conveyed (if available): N/A
(ii) Legal description of property conveyed; Same as in D.(i) above. Yes [] No [] Not Known [X]

For Land Registry Office Use Only
Registration No.
Registration Date
Land Registry Office No.

Name(s) and address(es) of each transferee's solicitor: Aird & Berlis, Barristers and Solicitors Suite 1800, 181 Bay Street, BCE Place, P.O. Box 754 Toronto, Ontario M5J 2T9

School Tax Support (Voluntary Election) See reverse for explanation
Are all individual transferees Roman Catholic? Yes [] No []
If Yes, do all individual transferees wish to be Roman Catholic Separate School Supporters? Yes [] No []
Do all individual transferees have French Language Education Rights? Yes [] No []
If Yes, do all individual transferees wish to support the French Language School Board (where established)? Yes [] No []
The land being transferred will be assigned to the French Public School Board or Sector unless otherwise directed in (a) and (b).

What Should Owners Do With The Standard Unit Bylaw?

As you know, it is our opinion that the *Condominium Act, 1998* requires that all existing condominium corporations pass by-laws to define the "standard units" in the condominium. According to the Act, the by-law must be passed before the corporation's first insurance renewal after May 5, 2001.

The standard unit by-law gives a description of the unit as unimproved. It is the responsibility of the condominium corporation to obtain insurance covering the unimproved or "standard" unit (subject to a reasonable deductible). Insurance for any improvement to the unit is the responsibility of the owner.

An improvement is any feature, which is not part of the standard unit description.

Therefore, when the standard unit by-law is passed, each owner should take a copy of the by-law to the owner's insurance broker. The owner should also give the broker a list of all features of the unit, which are not included in the standard unit description. Those are the unit improvements. The broker should then be asked to make sure that the owner's insurance policy provides adequate coverage for those improvements.

At present, most unit insurance policies provide an arbitrary amount of coverage for unit improvements - usually set at a percentage of the coverage for the owner's personal property or "contents". With a precise list of the unit improvements in hand, many owners and brokers may find that they can actually reduce the coverage for improvements. [They may find that they have actually been over-insured up until this time.] On the other hand, in some cases the insurance coverage may have to be increased.

At the end of the day, the standard unit description should enable owners and their brokers to more carefully assess the insurance requirements of the owner.

Schedule "A"

CARLETON CONDOMINIUM CORPORATION NO. 296

BY-LAW NO. 6

BE IT ENACTED as By-Law No. 6 (being a by-law to define standard units) of Carleton Condominium Corporation No. 296 (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 13 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. In general, all features of each standard unit shall be deemed to be upgraded to the current standard in the construction industry from time to time.
- (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 five (5) 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	Class "A"	Level 1: Units 10, 11, 12, 13, 14, 15 and 16	1
2	Class "B"	Level 1: Units 17 and 18	1
3	Class "C"	Level 1: Units 1, 2, 5, 6, 7 and 8	1
4	Class "D"	Level 1: Units 3 and 4	1
5	Class "E"	Level 1: Unit 9	1

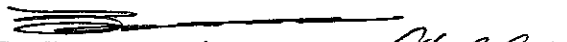
**ARTICLE III
MISCELLANEOUS**

- 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.
- 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.
- 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.
- 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 20 day of JANUARY, 2005.

CARLETON CONDOMINIUM CORPORATION NO. 296


 Print Name: L. JACQUES CHARTRAND
 Print Title: PRESIDENT

I have authority to bind the Corporation

© All rights reserved.

This document was prepared by Nelligan O'Brien Payne LLP for CCC #296 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"
Specifications**

General:

- colonial style hollow masonite interior doors with brass doorknobs (keyless); bathroom doors have privacy lock
- central forced air electric heating
- separate water meter
- copper piping
- 40-circuit breaker panel - 100-amp underground installation (Units 10 to 16 inclusive)
- 40-circuit breaker panel - 200-amp underground installation (Units 1 to 9 inclusive and 17 and 18)
- rough-in for dishwasher
- heating ducts sized for future air conditioning
- 4 hardwired smoke detector
- 60-gallon electric hot water tank
- zero clearance "Selkirk" model fireplace with sentinel stack, metal firebox, complete with fire screen and glass doors, oak mantle, ceramic hearth, red sliced brick facade
- Standard chimney flue in units 6, 7, 11, 14, 15: standard, zero clearance Sentinel stack

Basement:

- two-piece powder room with American standard enamel on metal sink and toilet with vanity (no cupboards)
- large mirror 30" wide, 47" high
- standard fluorescent light fixture
- Armstrong "Coraire" cushioned vinyl flooring or equal - 6" width - 10 guage - standard
- plastic laundry tub with double taps
- electrical and plumbing hookups for washer and dryer and dryer vent to exterior - (all units except Units 3 and 4 which have their laundry room on second floor)

Entrance:

- glazed vitrified tile flooring (4" x 8" or 8" x 8")
- closet with double folding colonial style door with one shelf and wooden pull knob
- two ceiling pot light fixtures

Master Bedroom:

- 30-oz. polyester "Montebello" wall-to-wall carpeting with 30-oz. foam underpad
- drywall walls and ceiling - painted with standard quality flat latex - two coats undercoat and one coat finishing
- eight-foot drywall ceiling
- painted economy grade wood trim painted with standard quality flat latex - two coats undercoat and one coat finishing
- walk-in closet with single folding colonial style door with wooden pull-knob, one overhead shelf per side and one standard globe-style ceiling light fixture

Ensuite Bathroom:

- American standard baked enamel on metal toilet
- standard regular size bathtub with curtain rod, single lever control faucet, showerhead and vitrified ceramic tile tub surround tiled to ceiling
- baked enamel on metal sink with standard single head Delta faucet
- standard size wall mirror over cabinet
- glazed vitrified ceramic tile flooring (4' x 6" or 6" x 6")
- European-style plastic laminate cabinet with wood handles
- medicine cabinet in wall with 3 shelves
- European-style plastic laminate countertop

- ceiling pot light fixture

Hallways and Stairs:

- 30-oz. polyester "Montebello" wall-to-wall carpeting with 30-oz. foam underpad
- drywall walls and ceiling - painted with standard quality flat latex - two coats undercoat and one coat finishing
- linen closet with single folding colonial door, wood pull-knob and five wooden shelves
- oak handrail
- ceiling pot light fixture in basement hallway, second level hallway and front hall
- standard glass globe ceiling fixture in third level hallway

Living Room:

- 30-oz. polyester "Montebello" wall-to-wall carpeting with 30-oz. foam underpad
- drywall walls and ceiling - painted with standard quality flat latex - two coats undercoat and one coat finishing
- stipple on drywall ceiling - 8 feet in height
- painted economy-grade wood trim (two undercoats and one finishing coat)
- one ceiling fixture outlet near fireplace with wall switch

Dining Room:

- 30-oz. polyester "Montebello" wall-to-wall carpeting with 30-oz. foam underpad
- drywall walls and ceiling - painted with standard quality flat latex - two coats undercoat and one coat finishing
- stipple on drywall ceiling - 8 feet in height
- painted economy-grade wood trim (two undercoats and one finishing coat)
- electrical connection to install light fixture (no fixture included)

Kitchen:

- standard vinyl cushioned no-wax flooring
- drywall walls and ceiling - painted with standard quality flat latex - two coats undercoat and one coat finishing
- 8-foot drywall ceiling
- painted economy-grade wood trim (two undercoats and one finishing coat)
- one standard ceiling globe light fixture
- range hood vented to exterior
- one standard centre ceiling globe light fixture
- European-style plastic laminate cabinets with wood handles
- two standard plastic light switches
- single metal sink with single head faucet, two taps

Bathroom:

- American standard baked enamel on metal toilet
- standard regular size bathtub with curtain rod, single lever control faucet, showerhead and vitrified ceramic tile tub surround tiled to ceiling
- baked enamel on metal sink with standard single head Delta faucet
- large wall mirror over cabinet
- glazed vitrified ceramic tile flooring (4' x 6" or 6" x 6")
- European-style plastic laminate cabinet with wood handles
- medicine cabinet in wall with 3 shelves
- European-style plastic laminate countertop
- ceiling pot light fixture
- drywall walls and ceiling - painted with standard quality flat latex - two coats undercoat and one coat finishing
- 8-foot drywall ceiling
- painted economy-grade wood trim (two undercoats and one finishing coat)

- standard glass globe light fixture

Secondary Bedrooms:

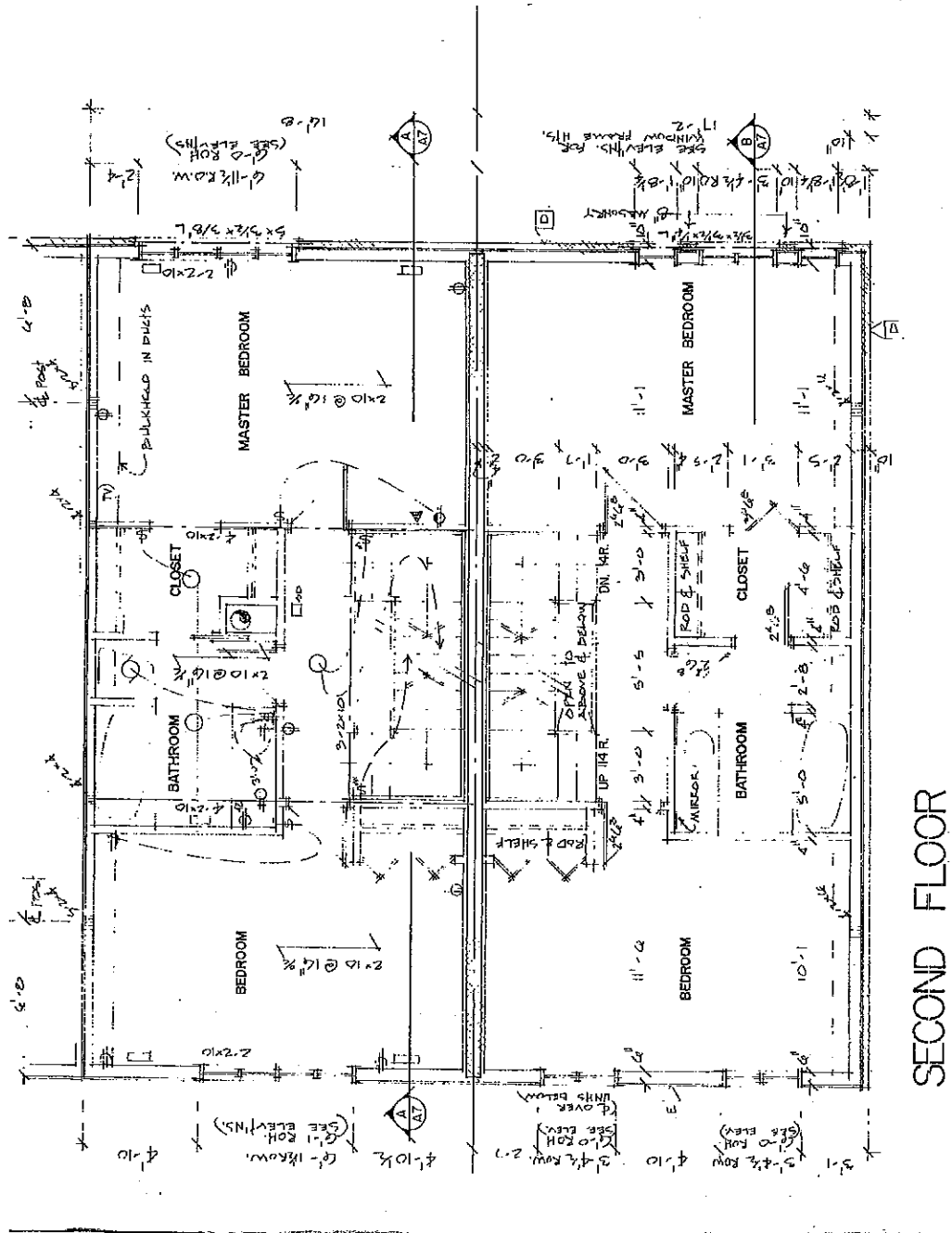
- 30-oz. polyester "Montebello" wall-to-wall carpeting with 30-oz. foam underpad
- drywall walls and ceiling - painted with standard quality flat latex - two coats undercoat and one coat finishing
- eight-foot drywall ceiling
- painted economy grade wood trim painted with standard quality flat latex - two coats undercoat and one coat finishing
- closet with double folding colonial-style door with wood doorknobs

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:

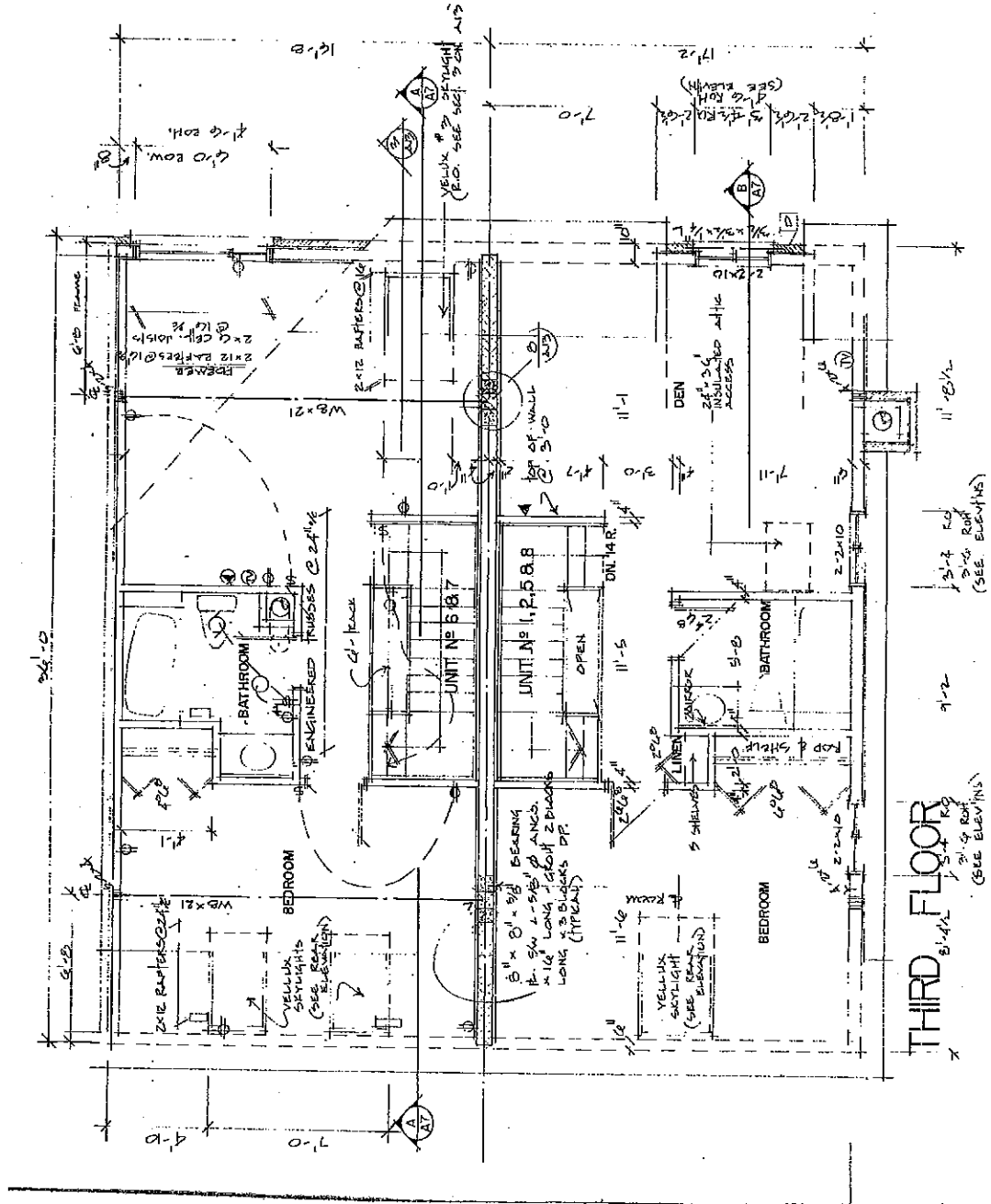
light switch and cover plates
electrical outlets and cover plates
plumbing
drains
insulation
ducting, venting and associated fans
door hardware
smoke detectors
vapour barrier
electrical wiring
paint
trim
cabinet hardware (bathroom(s) and kitchen)
door bells - front and back

Schedule "3"
Class "C"
Floor Plans (continued)

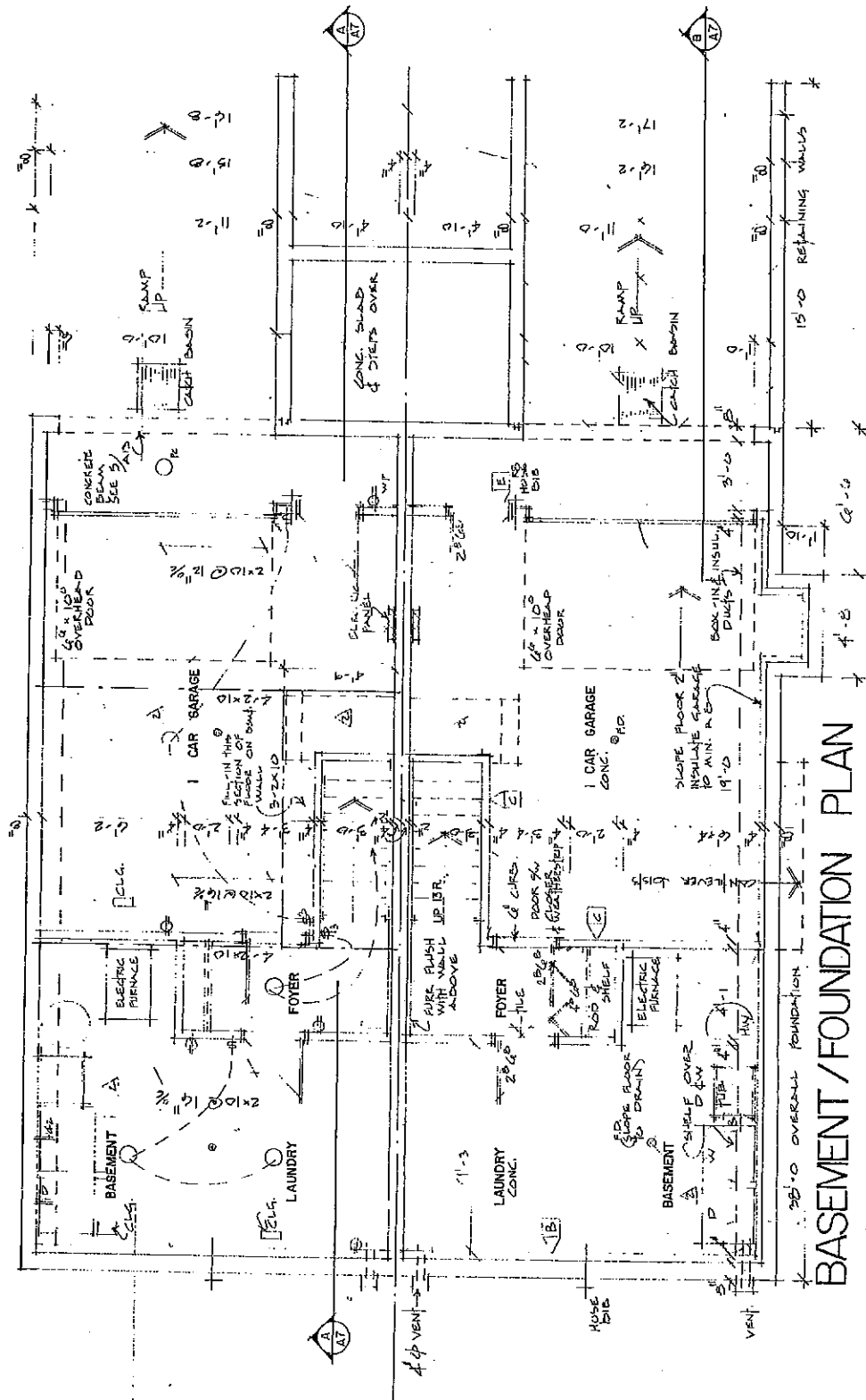


SECOND FLOOR

Schedule "3"
Class "C"
Floor Plans (continued)

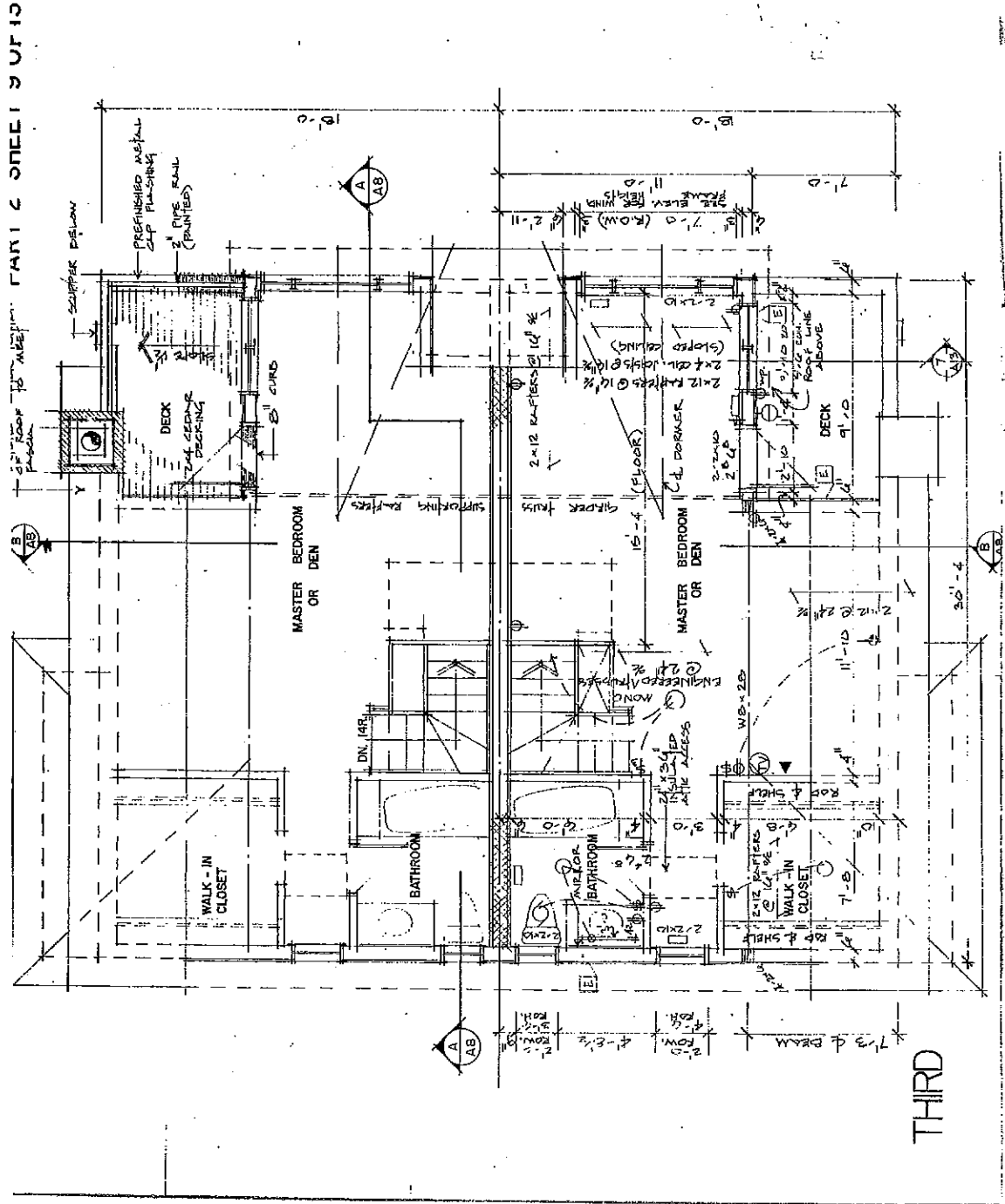


Schedule "3"
Class "C"
Floor Plans (continued)

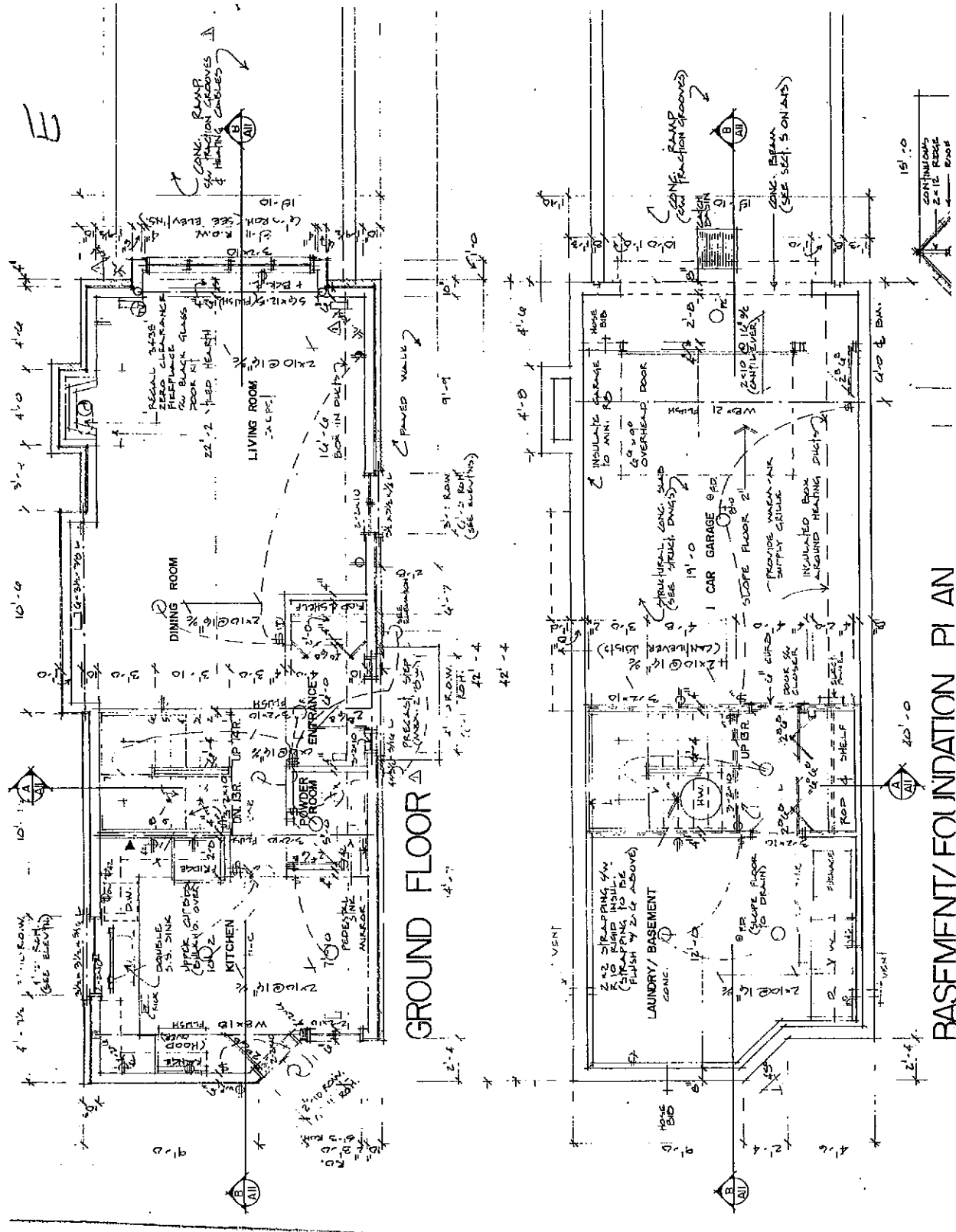


FRONT DRAWING NUMBER TO BE GROUP D - N.Y. GRADE SPREAD

Schedule "4"
Class "D"
Floor Plans (continued)



Schedule "5"
Class "E"
Floor Plans



Schedule "A"

CARLETON CONDOMINIUM CORPORATION NO. 296

BY-LAW NO. 7

BE IT ENACTED as By-law No. 7 of CARLETON CONDOMINIUM CORPORATION NO. 296 (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 III (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.
- (8) Quorum Pursuant to Section 50(1) of the Act, a quorum for the transaction of regular business at a meeting of the owners is those owners who own 33 1/3 per cent of the units of the Corporation.

**ARTICLE III.
BOARD OF DIRECTORS**

- (1) Number and Quorum: The Corporation shall have a Board of five (5) Directors. A quorum for the transaction of business at a meeting of the Board shall be three (3) Directors.
- (2) Qualifications:
- (a) In addition to the qualifications for Directors which are set out in the Act, every Director shall be either an owner, the spouse of an owner, or the nominee of a limited company which is an owner or co-owner.

- (b) If a unit has more than one owner, only one of those owners may be a member of the Board at any time.
- (c) In addition to the qualifications for Directors which are set out in the Act, at least four Directors shall be members of the corporation.
- (d) 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.
- (e) 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' terms are staggered. At the 2004 Annual General Meeting, elections shall be held in order to result in a Board with Directors' terms expiring as follows:

<u>Number of Directors</u>	<u>Year of Expiration of Term</u>
3	2004
4	2005
3	2006

Thereafter, the Directors shall be elected in each case for a term of three years. However, a Director's term shall expire at the Annual General Meeting of the relevant year.

- (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) One of the Directorships which expire in 2004 (see above) will be 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 may be signed by any two Directors. However, the Board may at any time and from time to time, by resolution, direct the manner in which and the person or persons by whom any particular deed, transfer, contract or other document or any class of deeds, transfers, contracts or documents of the Corporation may or shall be signed.

ARTICLE VI. FINANCIAL YEAR

The financial year of the Corporation shall end on the anniversary date of the date of registration of the declaration, 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 by 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 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 and where such borrowing exceeds five thousand dollars (\$5,000.00);
- (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 may conduct "regular inspections" as follows:
 - (a) The Corporation may conduct scheduled inspections and maintenance at pre-determined intervals each year. These inspections may be conducted for the following purposes:
 - (i) Assessment of the condition of components of the common elements or other conditions which may affect the common elements or other units;
 - (ii) Visual review of any condition which might violate the provisions of the *Condominium Act, 1998* or the Corporation's Declaration, By-laws and Rules;
- (3) Unacceptable Conditions: If, upon entry to a unit, the Corporation discovers any condition which contravenes the Act or the Corporation's Declaration, By-laws or Rules, the Corporation may:
 - (a) Take steps to remedy the condition at the expense of the owner of the unit;
 - (b) Give notice of the condition to the owner of the unit;
 - (c) Take such other steps as the Board of Directors deems appropriate;
 - (d) All costs incurred by the Corporation in relation to such inspection and in ensuring that any unacceptable condition is rectified shall be added to the owner's common expenses and collected as such.

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

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

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

- (1) any structural, mechanical or other defect affecting the property, including any defect in the water pipes, heating system or electrical systems, etc.;

- (2) any accident occurring on or in relation to the property; and
- (3) any symptom of a possible problem, such as water penetration, water seepage or leakage, cracks, unusual sounds or noises, smoke or odours.

**ARTICLE XIV.
MAINTENANCE OF EXCLUSIVE-USE COMMON ELEMENTS**

The maintenance of the landscaping in the exclusive use common element areas shown on Part 1 Sheet 2 of the description shall be the responsibility of the individual owner. Such areas shall be maintained in a neat and clean manner at all times. Any modifications to the exclusive use common element area must comply with the requirements of the *Condominium Act* and the Declaration and By-laws of the Corporation.

**ARTICLE XV.
REPEAL OF BY-LAW NOS. 1, 3, AND 4**

The following By-laws of the Corporation are hereby repealed:

- (1) By-law No. 1, registered on August 15, 1983 as Instrument No. 421145;
- (2) By-law No. 3, registered on August 16, 1988 as Instrument No. 574902; and
- (3) By-law No. 4, registered on August 16, 1988 as Instrument No. 574903.

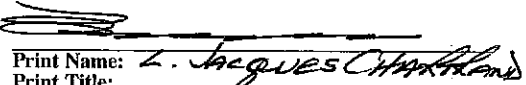
**ARTICLE XVI.
MISCELLANEOUS**

- (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 20 day of JANUARY, 2005.

CARLETON CONDOMINIUM CORPORATION NO. 296


 Print Name: L. Jacques Chartrand
 Print Title: PRESIDENT

I have authority to bind the Corporation.

Version 9 - February 2003

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 This document was prepared by Nelligan O'Brien Payne LLP for CCC #296 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.

The Deductible on the Corporation's Insurance Policy

Provide Notice to Owners and Purchasers

We recommend that condominium corporations advise owners, in writing, of the amount of the deductible on the corporation's insurance policy and then promptly provide written notice, to all owners, of any change in the deductible.

[As a standard practice, it would also be a good idea to simply include this information with each AGM notice.]

This is a good idea whether or not the corporation has passed an insurance deductibles by-law.

Owners may be held responsible for the deductible - either under the terms of the Condominium Act, or under more extensive circumstances set out in an insurance deductibles by-law. In either case, it is a good idea to ensure that owners are aware of the amount of the deductible on the corporation's policy. [If the corporation has passed a by-law, the by-law will often say that the corporation is obligated to give this notice to the owners.]

It is also a good idea to include this information (the amount of the deductible) with any status certificate issued by the corporation to prospective purchasers and mortgagees. Perhaps the simplest way to achieve this is to ask the insurer to include the information, about the deductible, in the insurance certificate (a copy of which must be attached to every status certificate).

Schedule "A"

CARLETON CONDOMINIUM CORPORATION NO. 296

BY-LAW NO. 8

BE IT ENACTED as By-Law No. 8 (being a by-law respecting insurance deductibles) of Carleton Condominium Corporation No. 296 (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. (Accordingly, if any such damage is caused to any part of the property, any related deductible loss under the Master Policy shall be added to the common expenses payable for the owner's unit, in accordance with Article III(4)).
 - (b) the Corporation shall indemnify and save harmless each unit owner from any deductible loss resulting from an act or omission of the Corporation or its directors, officers, agents or employees.
- (4) Any amounts owing to the Corporation by a unit owner by virtue of the terms of this by-law shall be added to the common expenses payable by such unit owner and shall be collectible as such, including by way of condominium lien.

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

**ARTICLE IV.
REPEAL OF BY-LAW NO. 3**

By-law No. 3 of the Corporation, registered on July 10, 1998 as Instrument No. 1133404 is hereby repealed.


**ARTICLE V.
MISCELLANEOUS**

- (7) 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.
- (8) 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.
- (9) 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.
- (10) 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 20 day of JANUARY, 2005

CARLETON CONDOMINIUM CORPORATION NO. 296


Print Name: L. JACQUES CHARTRAND
Print Title: PRESIDENT

I have authority to bind the Corporation

Version 5 - March, 2002

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This document was prepared by Nelligan O'Brien Payne LLP for CCC No. 296 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. 296

BY-LAW NO. 9

BE IT ENACTED as By-law No. 9 (being a by-law respecting Directors' and Officers' Liability Insurance) of CARLETON CONDOMINIUM CORPORATION NO. 296 (referred to as the "Corporation") as follows:

**ARTICLE I.
DEFINITIONS**

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

**ARTICLE II.
DIRECTORS' AND OFFICERS' LIABILITY INSURANCE**

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

- (a) The policy shall provide for coverage on a full claims-made basis, (covering any claims made during the term of the policy arising out of any "wrongful act" since the registration of the Corporation on August 1, 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 Act and/or the Corporation's by-laws;
- (d) The policy shall not specifically exclude coverage for claims asserted by the Corporation;
- (e) The policy shall include coverage for all claims related to alleged violations of the Human Rights Code and all costs related to the corporation's response or defense to such allegations;
- (f) 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;
- (g) The Corporation's manager, if any, may be included as an additional insured under the policy.

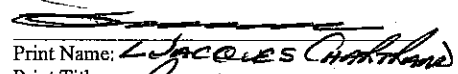
**ARTICLE III.
MISCELLANEOUS**

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

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

DATED this 20 day of January, 2005.

CARLETON CONDOMINIUM CORPORATION NO. 296


Print Name: JACQUES CHABHAN
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 #296 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. 296

BY-LAW NO. 10

WHEREAS Carleton Condominium Corporation No. 296 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. 10 (being a by-law respecting dispute resolution procedures) of Carleton Condominium Corporation No. 296 (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 20 day of January, 2005.

CARLETON CONDOMINIUM CORPORATION NO. 296


Print Name: F. JACQUES CHARTRAND
Print Title: RESIDENT

I have authority to bind the Corporation

Version 4 - June 28, 2002

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

Section 98 By-law - Acknowledgement Version – Procedures

Now that you have passed a Section 98 By-law - respecting modifications to the common elements - what are the procedures to be followed?

We begin with the following overview respecting the by-law:

The by-law is designed to meet the requirements of Section 98 of the Condominium Act (respecting common element modifications by owners), without requiring separate registrations for each requested modification. The idea is that the one-time registration of the by-law can meet the registration requirement. It is our view that the one-time registration of the by-law is sufficient, and that separate registration for each modification is not required. This is not certain and has not yet been tested in Court, but again we believe that there are good grounds to support this approach.

Owners who receive permission to make one of the modifications listed in the by-law must still sign the Acknowledgement form (which is a Schedule to the by-law). We explain in greater detail as follows:

Each time an owner wishes to make one of the "permissible" modifications listed in the By-law, that owner must take the following steps:

1. The owner must obtain the written consent of the Board to proceed. The Board would decide this at a Board meeting and, if approval is forthcoming, send a note to the owner confirming that the owner can proceed subject to signing an Acknowledgement form in accordance with the by-law. [Note: The change must also comply with any specifications or other requirements established by the Board. In most cases, if the Board has approved general specifications or other requirements for particular modifications, those specifications or other requirements could be included in the corporation's rules.]
2. The owner must sign the Acknowledgement which is Schedule "1" to the By-law.
3. Again, those Acknowledgement forms are not registered. You will keep them in the unit file for the particular unit and attach a copy to any status certificate issued for that unit. Also, in paragraph 23 of the status certificate, you would then refer to the fact that there is an agreement under Section 98 for the particular unit. You would go on to say that **"the terms of the agreement are set out in the corporation's By-law No. 11 and the particular modification which has been carried out is noted in the signed Acknowledgement form - Schedule '1' to the By-law - which is attached to this status certificate"**.

Paragraph 23 of the status certificate should also go on to say as follows: **"Modifications listed in By-law No. 11 made prior to the arrival of the current Condominium Act (May 5, 2001) are governed by all of the terms and conditions listed in that By-law, but the corporation does not have any Acknowledgement form for those modifications (carried out under the previous Condominium Act). Such forms are only required for modifications made under the current Condominium Act. Purchasers should check to see whether or not any such modifications have been made and should make note of the terms and conditions in By-law No. 11, because those terms and conditions apply to all owners of the units from time to time."**

Schedule "A"

CARLETON CONDOMINIUM CORPORATION NO. 296

BY-LAW NO. 11

BE IT ENACTED as By-Law No. 11 (being a by-law respecting common element modifications) of CARLETON CONDOMINIUM CORPORATION NO. 296 (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 bylaw 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 modifications and which accordingly constitute an agreement between the owner(s) and the Corporation pursuant to the Act and this by-law.

**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. All common element modifications made in connection with the installation of a gas fireplace using the existing chimney with an appropriate liner.
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. Mail boxes.
6. Outside light fixtures.
7. Municipal address numbers.
8. Storm doors.
9. Central air conditioners installed in the exclusive use yard area.
10. Decks in exclusive use yard areas.
11. Eavestroughing.
12. Window upgrades. (Original Windows were: wood)
13. Door upgrades. (Original Doors were: steel)
14. Interlocking stone walkways or patios.
15. Indoor/outdoor carpeting on patios and/or decks.
16. Landscaping including planting of bushes and trees which may grow taller than 6 feet, in exclusive use yard areas.
17. Installation of extra attic insulation.

18. Garage door openers.
19. Vents for high efficiency gas furnaces.
20. Unit resident name sign.
21. External natural gas outlets.
22. Physical aids for the disabled.
23. Composters in exclusive use areas.
24. Climbing vines.
25. Satellite dishes.
26. Window air conditioners.
27. Utility sheds in exclusive use yard areas.
28. Fences.
29. Hedges.
30. Hot tubs and whirlpools.

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 not to be unreasonably withheld. 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 bylaw.

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.

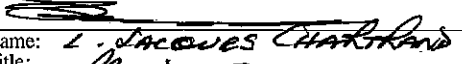
**ARTICLE VII.
MISCELLANEOUS**

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 20 day of January, 2005

CARLETON CONDOMINIUM CORPORATION NO. 296


Name: *L. Jacques Chartrand*
Title: *President*

I have authority to bind the Corporation.

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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. 296

(“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. 296.
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. 11 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. 11 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. 296

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 "D"

PROPORTION OF COMMON INTERESTS AND CONTRIBUTION TO COMMON EXPENSES (EXPRESSED IN PERCENTAGES)

<u>UNIT NO.</u>	<u>LEVEL</u>	<u>%</u>
1	1	5.88
2	1	5.88
3	1	5.53
4	1	5.53
5	1	5.88
6	1	5.88
7	1	5.88
8	1	5.88
9	1	5.72
10	1	5.30
11	1	5.30
12	1	5.30
13	1	5.30
14	1	5.30
15	1	5.30
16	1	5.30
17	1	5.42
18	1	5.42

TOTAL 100%