

DECLARATION

MADE PURSUANT TO THE CONDOMINIUM ACT, R.S.O. 1980, CH. 84

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

CANOTEK DEVELOPMENTS CORPORATION, a company incorporated under the laws of the Province of Ontario,

hereinafter called the "Declarant"

WHEREAS the Declarant is the owner in fee simple of lands and premises situate in the City of Gloucester, in the Regional Municipality of Ottawa-Carleton and being more particularly described in Schedule "A" and in the description submitted herewith by the Declarant for registration in accordance with Section 4 of the Act;

AND WHEREAS the Declarant has constructed on the lands described in Schedule "A", 2 buildings containing forty-nine (49) commercial units;

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

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

ARTICLE ONE - INTRODUCTORY

Section 1.01 Interpretation. The terms used herein shall have ascribed to them the meaning contained in The Condominium Act, R.S.O. 1980, Ch. 84.

Section 1.02 Statement of intention. The Declarant intends that the lands and premises described in Schedule

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"A" be governed by the Act, and any amendments thereto.

Section 1.03 Consent of Encumbrances. The consent of all persons having registered encumbrances against the land or interests appurtenant to the land described in Schedule "A" is contained in Schedule "B" attached hereto.

Section 1.04 Boundaries of Units and Monuments. The monuments controlling the extent of the units are the physical surfaces mentioned in the boundaries of the units in Schedule "C" attached hereto.

Section 1.05 Common Interests and Common Expenses. Each owner shall have an undivided interest in the common elements as a tenant in common with all other owners and shall contribute to the common expenses in the proportions set forth opposite each unit number in Schedule "D" attached hereto. The total of the proportions of the common interests shall be one hundred percent (100%).

Section 1.06 Address for Service. The corporation's address for service and mailing address shall be:

1427 Prestone Drive
Orleans, Ontario
K1E 2K3 .

or such other address as the corporation may by by-law determine.

ARTICLE TWO - COMMON EXPENSES

Section 2.01 Payment of Common Expenses. Each owner, including the Declarant, shall pay to the corporation his proportionate share of the common expenses, as may be provided for by the by-laws of the corporation, and the assessment and collection of contributions toward the common expenses may be regulated by the board pursuant to the by-laws of the corporation. Common expenses shall include the expenses listed in Schedule "E" attached.

The common expenses shall be the expenses of the performance of the objects and duties of the Corporation and such other expenses as are listed in Schedule "E"

attached hereto.

Notwithstanding the said Schedule "E", to the end that the Corporation not incur large unfunded financial obligations or a large indebtedness without the specific consent of the owners, common expenses exclude monies required to be raised

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

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

ARTICLE THREE - COMMON ELEMENTS

Section 3.01 . Use of Common Elements.

- (a) Subject to the provisions of the Act, this declaration and the by-laws, and any rules and regulations passed pursuant thereto, each owner has the full use, occupancy and enjoyment of the whole or any part of the common elements, except as herein otherwise provided.
- (b) The owners shall have the right to install night depositories, awnings, heating and air-conditioning units, venting and ducts and signs that may encroach on the common elements and the owner thereof shall have the right to install, repair and/or remove same at their sole and unfettered discretion, provided same comply with applicable government laws, by-laws and regulations and do not materially affect the structural or aesthetic integrity of the

building and the signs are consistent with those in place at the time of registration hereof. The owners of the said unit shall also have the right to trim trees and shrubs on the common elements which may encroach on his right depositories, awnings, heating and air-conditioning units, venting, ducting and signs.

Section 3.03 Restrictive Access. Without the consent in writing of the board, no owner shall have any right of access to those parts of the common elements used from time to time as utilities areas, building maintenance storage areas, 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 percent (10%) of the units who shall have a right of access for inspection upon 48 hours notice to the corporation.

Section 3.04 Substantial Change to Property.

- (a) The corporation may by a vote of members, who own eighty percent (80%) of the units, make any substantial additions, alterations or improvements to, or renovation of the common elements, or make any substantial change in the assets of the corporation.
- (b) For this purpose, any addition, alteration, or improvement to, or renovation of the common elements, or any change in the assets of the corporation shall be deemed to be substantial if the cost of such additions, alteration or improvement to or renovations of the common elements or change in the assets is in excess of ten percent (10%) of the current annual budget.
- (c) The corporation may by a vote of majority of the members make any other addition, alteration, or improvement to, or renovation of the common elements, or may make any other change in the assets of the corporation.

ARTICLE FOUR - UNITS

Section 4.01 Occupation and Use. The occupation and use of the units shall be in accordance with the following restrictions and stipulations:

- (a) Units shall be occupied and used for any professional, business, commercial or industrial purpose otherwise not prohibited by law; and in conformity with the zoning by-laws of the Corporation of the City of Gloucester.
- (b) The provisions of subparagraph (a) shall not prevent the Declarant from completing the building and all improvements to the property, maintaining units as models for display and sale purposes, and otherwise maintaining construction offices, displays and signs until all units have been sold by the Declarant.
- (c) No unit shall be occupied or used by any one in such a manner as to result in the cancellation, or threat of cancellation, of any policy of insurance referred to in this declaration.
- (d) The owner of each unit shall comply and shall require all employees, customers and visitors to his unit to comply with the Act, this declaration, and the by-laws, and the rules and regulations passed pursuant thereto.
- (e) No owner shall lease his unit unless he causes the tenant to deliver to the corporation an agreement signed by the tenant, to the following effect:

"I, _____, covenant and agree that I, the employees of my company or business, my guests, customers and my invitees 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."

- (f) 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.
- (g) Any owner leasing his unit shall not be relieved hereby from any of his obligations with respect to the unit, which shall be joint and several with his tenant.
- (h) The owners of the units are permitted to change the configuration of the partition walls within their units, provided such walls or partitions are non load bearing and contain no service conduits that service any other unit, or common elements; otherwise, no owner of the said units shall make any structural change or alteration in or to his unit.
- (i) Units may be leased in part, provided there is compliance with governmental laws, by-laws and regulations and the aesthactical integrity of the corporation is maintained.
- (j) No owner shall make any change to an installation upon the common elements, or maintain, decorate, alter or repair any part of the common elements, except for maintenance of those parts of the common elements which he has the duty to maintain, without the consent of the board.

Section 4.02 Rights of Entry.

- (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 at all reasonable times and upon giving reasonable notice for the purposes of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy or policies, remedying any condition which might result in damage to the property, or carrying out any duty imposed upon the corporation.

- (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, or for the purpose of correcting any condition which might result in damage or loss to the property. The corporation or any one authorized by it may determine whether an emergency exists.
- (c) If an owner shall not be personally present to grant entry to his unit, the corporation, or its agents, 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 for each unit. No owner shall change any lock or place any additional locks on the doors to any unit or in the unit without immediately providing to the Corporation a key for each new or changed lock. In addition, all common element keys remain the property of the Corporation and shall not be duplicated or distributed.
- (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 FIVE - MAINTENANCE AND REPAIRS

Section 5.01 Repairs and Maintenance by Owner.

- (a) Each owner shall maintain his unit, and, subject to the provisions of this declaration and Section 42 of the Act, each owner shall repair his unit after damage, all at his own expense.

Section 5.02 Repairs by Corporation. The corporation shall make any repairs that an owner is obligated to make and that he does not make within a reasonable time; and in such an event; an owner shall be deemed to have consented to having repairs done to his unit by the corporation; and an owner shall reimburse the corporation in full for the cost of such repairs, including any legal or collection costs incurred by the corporation in order to collect the costs of such repairs, and all such sums of money shall bear interest at the rate of the prime rate of The Royal Bank of Canada plus ~~two~~ percent (2%) per annum at the time the work is done. The corporation may collect all such sums of money in such instalments as the board may decide upon, which instalments shall be added to the monthly contributions towards the common expenses of such owner, after receipt of a notice from the corporation thereof. All such payments are deemed to be additional contributions towards the common expenses and recoverable as such.

Section 5.03 Repairs and Maintenance of Common Elements by the Corporation. The corporation shall repair and maintain the common elements at its own expense.

ARTICLE SIX - INSURANCE TRUSTEE AND PROCEEDS OF INSURANCE

Section 6.01 Insurance Trustee. The corporation shall enter into an agreement with an Insurance Trustee which shall be a Trust Company registered under The Loan and Trust Corporations Act, or shall be a Chartered Bank, which agreement shall, without limiting the 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 this declaration;
- (c) the disbursement of such proceeds in accordance with the provisions of the Insurance Trust Agreement;
- (d) the notification by the Insurance Trustee to the mortgagees of any insurance monies payable by it.

In the event that the corporation is unable to enter into such agreement with such Trust Company, or such Chartered Bank, by reason of their 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.

Section 6.02 In the event that:

- (a) The Corporation is obligated to repair any unit under paragraph 2 of Article Five hereof, 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 termination in accordance with the Act, the Insurance Trustee shall hold all proceeds of the Owners in the proportion of the respective interests in the Common Elements and

shall pay such proceeds to the Owners in such proportions, upon registration of a notice of termination by the Corporation.

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

- (i) there has not been substantial damage to twenty-five percent (25%) of the Building, or
- (ii) there has been substantial damage to twenty-five percent (25%) of the Building 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, as their respective interests may appear, 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 Article Six of this Declaration and the Act.

Notwithstanding anything to the contrary herein contained, any proceeds payable by the Insurance Trustee to an Owner, in accordance with the provisions of paragraph (b) of this subclause 6.02 of Article Six hereof, shall be subject to payment in favour of any mortgagee or mortgagees to whom such loss be payable in such policy or policies of insurance and in satisfaction of the amount due under any liens registered by the Corporation against such unit.

ARTICLE SEVEN - INSURANCE

Section 7.01 By the Corporation. The corporation shall be required to obtain and maintain, to the extent obtainable from the insurance industry, the following insurance, in one or more policies:

- (a) Insurance against damage by fire with extended coverage and such other perils as the board may

from time to time deem advisable, insuring:

- (i) the property, excluding the units;
- (ii) personal property owned by the corporation but not including furnishings, furniture, or other personal property supplied or installed by the owners;

in an amount equal to the full replacement cost of such real and personal property, without deduction for depreciation, which policy may be subject to a loss deductible in the maximum amount of \$1,000.00.

- (b) Insurance against damage by fire with extended coverage and such other perils as the board may from time to time deem advisable, insuring the units, but excluding any improvements made by the owners thereof, in an amount equal to the full replacement cost of such units without deduction for depreciation.

Such policy or policies of insurance shall insure the interests of the corporation and the owners from time to time, as their respective interest may appear, with mortgagee endorsements; which shall be subject to the provisions of the Condominium Act and shall contain the following provisions:

- (i) that loss shall be payable to the Insurance Trustee and all mortgagees who hold mortgages registered against the units and/or common elements from time to time.
- (ii) waivers of subrogation against the corporation, its manager, agents, employees and servants and owners, and any employees, agents, servants, customers or guests of any owner or occupant of a unit, except for arson or fraud;
- (iii) that such policy or policies of insurance shall not be cancelled or substantially modified without at least sixty (60) days prior written notice to all parties whose

whose interests appear thereon, and to the Insurance Trustee;

- (iv) waivers of any defence based on co-insurance or of invalidity arising from the conduct or any act or omission or breach of a statutory condition of any insured;
- (v) all policies of insurance shall provide that the same shall be primary insurance in respect of any other insurance carried by the owner;
- (vi) a waiver of the insurer's option to repair, rebuild, or replace in the event that after damage the government of the property by the Act is terminated.

- (c) Public liability and property damage insurance insuring the liability of the corporation and the owner from time to time, with limits to be determined by the board, and without right of subrogation as against the corporation, its manager, agents, servants and employees, and as against the owners, and any member of the household or guests or any owner of occupant of a unit;
- (d) Machinery and equipment insurance to the extent required as the board may from time to time deem advisable.

Section 7.02 General Provisions.

- (a) Prior to obtaining any policy or policies of insurance under sub-clause (1) of this Clause Seven, or any renewal or renewals thereof, or at such other time as the board may deem advisable, and also upon the request of a mortgagee or mortgagees holding mortgages on fifty percent (50%) or more of the units, the corporation 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 affected pursuant to sub-clause (1) of this Clause Seven and

the cost of such appraisal shall be a common expense.

- (b) The Corporation, its board, and its officers, 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. Provided, however, that the board may, in writing, authorize an owner to adjust any loss to his unit.
- (c) Every mortgagee shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage where such application would prevent application of the insurance proceeds in satisfaction of an obligation to repair. This paragraph (c) shall be read without prejudice to the right of any mortgagee to exercise the right of an owner to vote or to consent, if the mortgage itself contains a provision giving the mortgagee that right, and also the right of any mortgagee to receive the proceeds of any insurance policy, if the property is not repaired.
- (d) 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 master policy for any insurance coverage shall be kept by the corporation in its offices, available for inspection by an owner or mortgagee on reasonable notice to the corporation.

- (e) 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.

- (f) Any proceeds of insurance payable to an owner of a unit and any assets of the Corporation distributable to an owner of a unit shall be subject to the claim of any mortgagee holding a mortgage registered on title as of the day prior to such payment or distribution and to satisfaction of any amount due under any liens in favour of the Corporation against the unit.

Section 7.03 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 or improvements 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 and chattels stored elsewhere on the property, and for loss of use and occupancy of his unit in the event of damage, which policy or policies of insurance shall contain waiver of subrogation against the corporation, its manager, agents, employees and servants, and against the other owners and their employees, agents servants or customers, except for arson and fraud.

- (b) Public liability insurance covering any liability of any owner to the extent not covered by any public liability and property damage insurance obtained and maintained by the corporation.

ARTICLE EIGHT - INDEMNIFICATION

Section 8.01 Indemnification. Each owner shall indemnify and save harmless the corporation from and against any loss, costs, damage, injury or liability whatsoever which the corporation may suffer or incur resulting from or caused by an act or omission of such owner, and their employees, agents, servants or customers thereof, any other occupant of his unit or any guests, invitees or licensees of such owner or occupant to or with respect to the common elements and/or all other units, except for any loss, costs, damages, injury or liability caused by an insured (as defined in any policy or policies of insurance) and insured against by the corporation.

All payments pursuant to this clause are deemed to be additional contributions toward the common expenses and recoverable as such but shall not have priority over the interest of any mortgagee of the unit.

ARTICLE NINE - GENERAL MATTERS AND ADMINISTRATION

Section 9.01 First Meeting. As soon as possible after the registration of this declaration, the members shall, on ten (10) days' notice in writing, hold their first meeting for the purposes of electing directors. The board so elected may, without notice, hold its first meeting, provided a quorum of directors is present.

Section 9.02 Units Subject to Declaration, By-laws, Rules and Regulations. All present and future owners and tenants of units, their employees, agents, servants, customers, guests, invitees or licensees, shall be subject to and shall comply with the provisions of this declaration, the by-laws, and any other rules and regulations of the corporation.

The acceptance of a deed or transfer, or the entering into a lease, or the entering into occupancy of any unit, shall constitute an agreement that the provisions of this declaration, the by-laws, and any other rules and regulations, as they may be amended from time to time, are accepted and ratified by such owner, tenant or resident, and all of such provisions shall be deemed and taken to

be covenants running with the unit and shall bind any person having, at any time, any interest or estate in such unit as though such provisions were recited and stipulated in full in each and every such deed or transfer or lease or occupancy agreement.

Section 9.03 Invalidity. Each of the provisions of this declaration shall be deemed to be independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this declaration, and in such event all the other provisions of this declaration shall continue in full force and effect as if such invalid provision had never been included herein.

Section 9.04 Waiver. The failure to take action to enforce any provision contained in the Act, this declaration, the by-laws, or any other rules and regulations of the corporation, irrespective of the number of violations or breaches which may occur, shall not constitute a waiver of the right to do so thereafter, nor be deemed to abrogate or waive any such provision.

Section 9.05 Notice. Except as hereinbefore set forth, any notice, direction or other instrument required or permitted may be given if served personally by delivering same to the party to be served, or to any officer of the party to be served, or may be given by ordinary mail, postage prepaid, addressed to the corporation at its address for service herein, to each owner at his respective unit or at such other address as is given by the owner to the corporation for the purpose of notice, and to each mortgagee whose mortgage is registered against any unit or the common elements; and if mailed as aforesaid the same shall be deemed to have been received and to be effective on the tenth business day following the day on which it was mailed. Any owner or mortgagee may change his address for service by notice given to the corporation in the manner aforesaid.

Section 9.06 Restrictive Use of Parts of the Common Elements. Subject to the provisions of the declaration, by-laws of the corporation and the rules and regulations passed pursuant thereto: The respective members of the managerial and maintenance staff of the corporation shall have the restrictive use of those parts of the common elements designated by the corporation to be used for the care, maintenance or operation of the property including, without limiting the generality of the foregoing, those parts to be used for utilities areas, building maintenance storage areas and operating machinery.

Section 9.07 Construction of Declaration. This declaration shall be read with all changes of number and gender required by the context.

Section 9.08 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 THE CITY OF OTTAWA, in the Regional Municipality of Ottawa-Carleton and Province of Ontario,
this *16th* day of *July*, 1985.

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

CANOTEK DEVELOPMENTS CORPORATION

Per:.....

Richard Llewellyn Wilson



SCHEDULE "A"

LEGAL DESCRIPTION

In the City of Gloucester, in The Regional Municipality of Ottawa-Carleton formerly in the Township of Gloucester in The Regional Municipality of Ottawa-Carleton, being composed of part of Lots 14 and 15 in Concession I (Ottawa-Front) of the Geographic Township of Gloucester in the County of Carleton designated as Parts 1,2,3 and 4 on Reference Plan 4R-4840 deposited in the Land Registry Office for the Land Titles Division of Ottawa-Carleton at Ottawa.

Being all of Parcel 14-1 Section Gloucester 1, Ottawa-Front.

SUBJECT TO an easement, described in Instrument NS229901, (L.T.398994) in favour of THE HYDRO ELECTRIC COMMISSION OF THE CITY OF GLOUCESTER its successors and assigns over part of said Lot 14 designated as PARTS 2 and 4 on Plan 4R-4840.


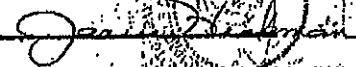
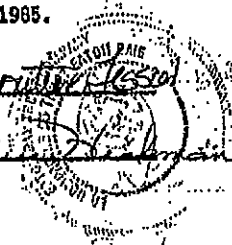
SCHEDULE "B"

CONSENT OF ENCUMBRANCES

EATON BAY TRUST COMPANY having a registered mortgage within the meaning of clause (b) of subsection 1 of Section 3 of the Condominium Act, R.S.O. 1980, Ch. 84 registered as Instrument Number NS260994 in the Land Registry Office for the Registry Division of Ottawa-Carleton (No. 5) hereby consents to the registration of this declaration pursuant to the Condominium Act R.S.O. 1980, Ch. 84 against the lands or instrument appurtenant to the land described in the description, now in the Land Registry Office for the Land Titles Division of Ottawa-Carleton (No.4)

IN WITNESS WHEREOF EATON BAY TRUST COMPANY has hereto affixed its corporate seal under the hands of its proper officers duly authorized on its behalf.

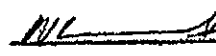

DATED at the City of OTTAWA
this 11 day of JUNE, 1985.

COULTER TRAVEL SERVICES LIMITED having a registered mortgage within the meaning of clause (b) of subsection 1 of Section 3 of the Condominium Act, R.S.O. 1980, Ch. 84 registered as Instrument Number NS265952 in the Land Registry Office for the Registry Division of Ottawa-Carleton (No. 5) hereby consents to the registration of this declaration pursuant to the Condominium Act R.S.O. 1980, Ch. 84 against the lands or instrument appurtenant to the land described in the description, now in the Land Registry Office for the Land Titles Division of Ottawa-Carleton (No.4).

IN WITNESS WHEREOF COULTER TRAVEL SERVICES LIMITED has hereto affixed its corporate seal under the hands of its proper officers duly authorized on its behalf.

DATED at the City of OTTAWA
this 12 day of JUNE, 1985.

SCHEDULE "C"

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

VERTICAL BOUNDARIES OF UNITS ARE:

- (a) the backside surface of the drywall on exterior walls
- (b) vertical planes, the location of which are controlled by measurements shown on Part 1, Sheet 1 of the Description.
- (c) vertical planes joining the center line of steel columns.
- (d) the above boundaries of (a) are produced across all openings for windows and doors leading out of the unit

HORIZONTAL BOUNDARIES OF UNITS ARE:

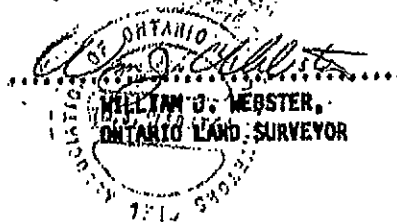
- (a) the lower boundary of the unit is the lower surface of the poured concrete floor slab beneath the unit.
- (b) the upper boundary of the unit is a horizontal plane parallel to and perpendicularly distant 4.15 metres above the upper surface of the unfinished concrete floor slab described in (a)

Notwithstanding the foregoing, the unit shall not include any structural steel columns within the unit or such pipes, wires, conduits, ducts, flues or public utility lines that service other units than that of the owner.

SURVEYORS CERTIFICATE

I hereby certify that the above unit boundary monumentation corresponds with the unit boundaries reflected in the cross section shown on Part 1 sheet 1 of the description.

Dated at Ottawa this 16th day of July, 1985



SCHEDULE "D"

PROPORTION OF COMMON INTERESTS AND EXPENSES

Unit No.	Level No.	Proportion of Common Interest Appurtenant to Each Unit	Percentage in Which Each Unit Is to Contribute to Common Expenses
1	1	1.464%	1.7857%
2	1	1.651%	1.7857%
3	1	1.651%	1.7857%
4	1	1.464%	1.7857%
5	1	1.464%	1.7857%
6	1	1.651%	1.7857%
7	1	1.651%	1.7857%
8	1	3.265%	3.5715%
9	1	1.870%	1.7857%
10	1	1.870%	1.7857%
11	1	3.740%	3.5715%
12	1	3.740%	3.5715%
13	1	1.591%	1.7857%
14	1	2.078%	1.7857%
15	1	3.968%	3.5715%
16	1	2.044%	1.7857%
17	1	2.036%	1.7857%
18	1	1.704%	1.7857%
19	1	2.027%	1.7857%
20	1	2.149%	1.7857%
21	1	1.704%	1.7857%
22	1	2.038%	1.7857%
23	1	3.740%	3.5715%
24	1	1.972%	1.7857%
25	1	2.149%	1.7857%
26	1	1.870%	1.7857%
27	1	1.870%	1.7857%
28	1	1.870%	1.7857%
29	1	1.870%	1.7857%
30	1	1.972%	1.7857%
31	1	2.027%	1.7857%
32	1	1.870%	1.7857%
33	1	1.870%	1.7857%
34	1	2.044%	1.7857%
35	1	3.968%	3.5715%
36	1	1.651%	1.7857%
37	1	1.570%	1.7857%
38	1	1.651%	1.7857%
39	1	1.651%	1.7857%
40	1	1.651%	1.7857%
41	1	1.651%	1.7857%
42	1	1.651%	1.7857%
43	1	1.651%	1.7857%
44	1	1.464%	1.7857%
45	1	1.651%	1.7857%
46	1	3.265%	3.5715%
47	1	1.464%	1.7857%
48	1	1.651%	1.7857%
49	1	1.651%	1.7857%
		1.464%	1.7857%
TOTALS		100.00%	100.00%

22

SCHEDULE "E"

SPECIFICATION OF COMMON EXPENSES

Common expenses, without limiting the definition ascribed thereto, shall include the following:

- (a) all sums of money levied against or charged to the Corporation on account of any and all public and private suppliers of insurance coverage, services and equipment including, without limiting the generality of the foregoing, levies or charges for:
- landscaping
 - insurance premiums and all costs related to securing insurance coverage
 - water and equipment in relation thereto
 - waste disposal
 - maintenance materials, tools and supplies
 - snow removal
 - maintenance of recreation amenities
 - hydro and heating for the common elements only (hydro and heating for each unit to be paid by each unit owner)
- (b) the fees and disbursements of the Management Company;
- (c) shared expenses incurred with respect to the obligations incurred by the Corporation with any other person, firm or Corporation;
- (d) remuneration payable by the Corporation to any employees or independent contractors deemed necessary for the proper operation and maintenance of the property;
- (e) payment of any remuneration payable pursuant to any management contract which may be entered into between the Corporation and a Manager;

SCHEDULE "E" continued
SPECIFICATION OF COMMON EXPENSES

- (f) the cost of furniture and equipment for use in and about the common elements including the repair, maintenance or replacement thereof;
- (g) the cost of repairing and maintaining the common elements;
- (h) the cost of legal, accounting, auditing and engineering services or other professional advice and services required by the Corporation in the performance by the Corporation of its duties and powers;
- (i) the fees and disbursements of the Insurance Trustee;
- (j) the cost of maintaining fidelity bonds as provided in the by-laws;
- (k) the cost of borrowing money for the purpose of carrying out the objects and duties of the Corporation.

422116

25

422116

CERTIFICATE OF RECEIPT
OTTAWA-CARLETON NO.4
AT OTTAWA

'85 AUG 23 PM 12 17

EM
DASAE BEZAY
ASSISTANT DEPUTY LAND
REGISTRAR

SIGNED THE ... DAY OF ..., 1985

IN THE MATTER OF THE CONDOMINIUM ACT
R.S.O., 1980, C.84

AND IN THE MATTER OF A DECLARATION
MADE BY:
CANOTEK DEVELOPMENTS CORPORATION

with respect to Part of Lots 14 and
15, Concession 1, (Ottawa-Front) being
Parts 1, 2, 3, and 4 on Plan 5R-8312.

C.C.P. No 297

DECLARATION

A. SEAN JONES
Barrister and Solicitor,
165 Lisgar Street,
Ottawa, Ontario, K2P 0E3
236-2580

NO DUPLICATE
LAND REGISTRY #4

REC. BY	<i>CLW</i>
F.P. NO. OR PAGE	<i>1927</i>
ASST. BY	<i>BC</i>
CHECKED BY	
MICRO. BY	

50.00 DECKETS
49.00 UNITS
49.00

236 888 00099.00
236 888 00099.00



Document General

Form 4 -- Land Registration Reform Act, 1984

DVE & MINERAL CO. LICENSE
Form No. 902

D

FOR OFFICIAL USE ONLY

428526
428520

CERTIFICATE OF RECEIPT
OTTAWA-CARLETON NO. 4
AT OTTAWA

05 OCT 4 PM 12 10

SUSAN WENG
ASSISTANT DEPUTY LAND
REGISTRAR

New Property Identifiers

Additional:
See
Schedule

Executions

Additional:
See
Schedule

(1) Registry Land Titles (2) Page 1 of 90 pages *ff.*

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

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

(5) Consideration Dollars \$

(6) Description
All Units and Common Elements comprising the property included in Carleton Condominium Plan No. 297, City of Gloucester, in the Regional Municipality of Ottawa-Carleton, Land Titles Division of Ottawa No.4

(7) This Document Contains: (a) Redescription (b) Schedule for: Description Additional Parties Other:

(8) This Document provides as follows:
See Schedule.

Continued on Schedule

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

(10) Party(ies) (Set out Status or Interest) Name(s) Signature(s) Date of Signature
CARLETON CONDOMINIUM CORPORATION No.297 (Applicant) by its authorized signing officer Richard [Signature] 1995 10 03

(11) Address for Service 5350 Canotek Road, Gloucester, Ontario, K1J 8Y8

(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: Parais, Jones, Pollon Barristers and Solicitors #906-200 Elgin Street Ottawa, K2P 1L5 Box 201

Fees and Tax	
Registration Fee	16.00
Total	

FORM 13

CONDOMINIUM ACT

C E R T I F I C A T E

Carleton Condominium Corporation No. 297 hereby certifies that the By-Law Number 1 attached hereto was made in accordance with the Condominium Act, being Chapter 84 of the Revised Statutes of Ontario, 1980 and any amendments thereto, the Declaration and the By-Laws of the Corporation and that the said By-Law Number 1 has not been amended and is in full force and effect.

Dated at the City of Ottawa, in the Regional Municipality of Ottawa-Carleton, this day of October, 1985.

CONDOMINIUM CORPORATION NO. 297

By:

[Handwritten signature]

(secretary)



CARLETON CONDOMINIUM CORPORATION NO. 297

BY-LAW NO. 1

A by-law of Carleton Condominium Corporation No. 297 (The "Corporation") is passed as follows:

ARTICLE ONE

DEFINITIONS

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

ARTICLE TWO

SEAL

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

ARTICLE THREE

BOARD OF DIRECTORS

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

3.02 Quorum

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

3.03 Qualifications

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

3.04 Election and Term

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

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

3.05 Removal of Directors and Filling of Vacancies

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

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

3.06 Calling of Meetings

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

3.07 Regular Meetings

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

3.08 Interest of Directors in Contracts

No director shall be disqualified by his office from contracting with the Corporation nor shall any contract or arrangement entered into by or on behalf of the Corporation with any director or any firm or corporation in which any director is in any way interested be avoided, nor shall any director so contracting or being so interested be liable to account to the Corporation for any profit realized by any such contract or arrangement by reason of such director holding such office or of the fiduciary relationship thereby established provided that the provisions of Article 3.09 are complied with.

3.09 Declaration of Interest

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

3.10 Indemnity of Directors and Officers

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

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

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

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

ARTICLE FOUR

OFFICERS

4.01 Election of President

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

4.02 Other Elections

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

4.03 Term of Officer

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

4.04 President

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

4.05 Vice-President

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

4.06 Secretary

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

4.07 Treasurer

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

4.08 Agents and Attorneys

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

ARTICLE FIVE

REGISTER

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

ARTICLE SIX

MEETINGS OF MEMBERS

6.01 Annual Meeting

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

6.02 Special Meeting

The board shall, upon receipt of a requisition in writing made by members of the Corporation who together own at least 15 per cent of the common elements or upon the request of mortgagees holding mortgages on 15% or more of the units, call and hold a meeting of the members of the Corporation and if the meeting is not called and held within thirty days of receipt of the requisition, any of the requisitionists may call the meeting, and in such case, the meeting shall be held within sixty days of receipt of the requisition.

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

6.03 Notices

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

6.04 Reports

A copy of the Financial Statement and a copy of the Auditors' and /or Accountants' Report shall be furnished to every owner and mortgagee entered on the register twelve (12) days before the date of the meeting.

6.05 Persons Entitled to be Present

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

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

6.06 Quorum

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

6.07 Right to Vote

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

6.08 Method of Voting

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

6.09 Representatives

An executor, administrator, committee of a mentally incompetent person, guardian or trustee (and where a corporation acts in such capacity any person duly appointed a proxy for such corporation) upon filing with the Chairman of the meeting sufficient proof of his appointment, shall represent the owner or mortgagee at all meetings of the members of the Corporation and may vote in the same manner and to the same extent as such member. If there be more than one executor, administrator, committee, guardian or trustee, the provisions of Article 6.11 apply.

6.10 Proxies

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

6.11 Co-owners

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

6.12 Votes to Govern

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

ARTICLE SEVEN

BANKING ARRANGEMENTS, CONTRACTS & BORROWING

7.01 Banking Arrangements

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

7.02 Execution of Documents

Documents requiring the corporate seal shall be signed by the President certificates as to payment of common expenses and as to the affairs generally of the Corporation may be signed under seal by any director or officer of the Corporation acting alone.

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

7.03 Borrowing

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

ARTICLE EIGHT

FINANCIAL

The Financial year of the Corporation shall end on the _____ day of _____ in each year or on such other day as the board by resolution may determine.

ARTICLE NINE

NOTICE

9.01 Method of Giving Notice by the Corporation

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

9.02 Notice to the Board or Corporation

Any notice or other document to be given to the board or corporation shall be sufficiently given if mailed by prepaid ordinary mail or airmail in a sealed envelope addressed to it at the address for service of the Corporation registered in the appropriate Land Registry Office. Any notice or document so mailed shall be deemed to have been given when deposited in a post office or public letter box.

9.03 Omissions and Errors

The accidental omission to give any notice to anyone entitled thereto or the non-receipt of such notice or any error in any notice not affecting its substance shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise founded thereon.

ARTICLE TEN

ASSESSMENT AND COLLECTION OF COMMON EXPENSES

10.01 Duties of the Board

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

10.02 Owner's Obligations

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

10.03 Special Assessments

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

10.04 Default in Payment of Assessment

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

ARTICLE ELEVEN

DEFAULT

11.01 Notice of Default

The board when giving notice of default in payment of common expenses or any other default to the owner of the unit, shall concurrently send a copy of such notice to each mortgagee of such unit who has requested that such notices be sent to him.

ARTICLE TWELVE

RULES AND REGULATIONS

12.01 The board may from time to time make rules or regulations respecting the use of common elements for the purpose of preventing unreasonable interference with the use and enjoyment of the units and common elements.

ARTICLE THIRTEEN

MISCELLANEOUS

13.01 Invalidity

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

13.02 Gender

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

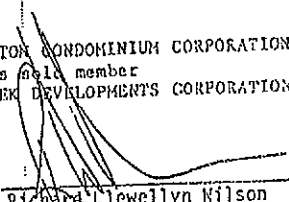
13.03 Waiver

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

CARLETON CONDOMINIUM CORPORATION NO 297 hereby enacts the foregoing by-law by the vote of its sole member which owns 100% of the common elements.

DATED at Ottawa, this 1st of October, 1985

CARLETON CONDOMINIUM CORPORATION NO. 297
by its sole member
CAROTEX DEVELOPMENTS CORPORATION

Per: 
Richard Llewellyn Kilson

12

SCHEDULE "A"

RULES AND REGULATIONS

The following rules and regulations shall be observed by the owners and the term "Owner" shall include the registered owner or any other person who is 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 damages resulting to them from misuse or from unusual or unreasonable use shall be borne by the owner who, or whose employees, guests, visitors or agents shall repair and maintain plumbing fixtures and water apparatus within a Unit are to be repaired and maintained by the owner of the Unit.
2. No sign, advertisement or notice shall be inscribed, painted, or affixed 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 sign offering a unit for sale shall be affixed anywhere on the exterior of the building or placed in a window by an Owner.
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 thereon or therein, or obstruct or interfere with the rights or other owners, or in any way injure or annoy them, or conflict with the laws or by-laws of the City of Gloucester relating to fires 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 of the Board of Health or with any Statute or municipal by-law.
5. Water shall not be left running unless in actual use.
6. The Owner shall not place, leave or permit to be placed or left in or upon the common elements, including exclusive use common elements, any debris, refuse or garbage. Such debris, refuse or garbage shall be contained in properly sealed refuse bags 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 the manner directed by the Manager. Such packing cartons or crates shall not in any event be left outside the unit.
7. Owners, their employees, guests and visitors shall not create or permit the creation or continuation of any noise or nuisance which, in the opinion of the Manager or Board, may or does disturb the comfort or quiet enjoyment of the property by other owners, their employees, guests, visitors and persons having business with them.
8. Nothing shall be thrown out of the doors or windows of the units or the building by Owners.
9. Owners shall not overload existing electrical circuits.
10. No auction sale shall be held in the units or on the property.
11. No one shall alter or litter or damage or destroy any of the landscaping work on the property.
12. Any loss, cost or damages incurred by the Corporation by reason of a breach of any rules or regulations in force from time to time by an Owner, his employees, guests, agents, tenants 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.
13. No animal, livestock, reptile or fowl other than a "dog guide" as defined in The Blind Persons' Rights Act, 1980, shall be kept or allowed upon the common elements (including those parts thereof of which the Owner has the exclusive use).
14. No stores of coal or any combustible materials or offensive goods, provisions or materials shall be kept in the unit or on the property.



Document General

Form 4 - Land Registration Reform Act, 1984

D

FOR OFFICE USE ONLY

450573

CERTIFICATE OF RECEIPT
OTTAWA-CONDOMINIUM NO. 4
AT OTTAWA

'87 JAN 19 PM 3 04

SUSAN WEBB
CERTIFICATION OFFICER

New Property Identifiers

Additional: See Schedule

Executions

Additional: See Schedule

(1) Registry Land Titles (2) Page 1 of 3 pages **3P.**

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

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

(5) Consideration
Dollars \$

(6) Description
All Units and Common Elements comprising the property included in Carleton Condominium Plan No. 297, Land Titles Division of Ottawa-Carleton (No. 4).

(7) This Document Contains: (a) Redescription (b) Schedule for: Description Additional Parties Other

(8) This Document provides as follows:
See Schedule

Continued on Schedule

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

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

CARLETON CONDOMINIUM CORPORATION NO. 297
(Applicant) by its solicitor

Sean Jones

1987 1 12

(11) Address for Service c/o Sean Jones, 200 Elgin Street, Suite 906, Ottawa, Ontario

(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:
Hugh H. M. Connelly
Barrister and solicitor
959 Richmond Road
Ottawa, Ontario
K2N 6R1

Fees and Tax	
Registration Fee	175.00
	1 copy

BY-LAW NO. 2

CARLETON CONDOMINIUM CORPORATION NO. 297

BE IT ENACTED as a Special By-Law of Carleton Condominium Corporation 297 (hereinafter referred to as the "Corporation") as follows:

"The Board of Directors of Carleton Condominium Corporation No. 297 is hereby authorized to enter into a maintenance agreement to be made by the Corporation and The Consumers' Gas Company Ltd. and the President and Secretary of the Corporation are hereby authorized to execute the said agreement on behalf of the Corporation."

The foregoing Special By-Law is hereby enacted as By-Law No. 2 of Carleton Condominium Corporation No. 297.

ENACTED this 10th day of Dec 1984.

CARLETON CONDOMINIUM CORPORATION No. 297

Per: *[Signature]*
President
Richard Wilson
Per: *[Signature]*
Secretary
DENIS CARON

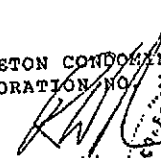


CONDOMINIUM ACT
CERTIFICATE

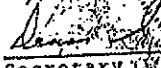
CARLETON CONDOMINIUM CORPORATION NO. 297 hereby certifies that Special By-Law No. 2 attached hereto was made in accordance with The Condominium Act, R.S.O. 1980, Chapter 84, and any amendments thereto, the Declaration and the By-Laws of the Corporation, and that the said By-Law No. 2 has not been amended and is in full force and effect.

DATED at Ottawa in the Regional Municipality of Ottawa-Carleton this 10th day of Dec., 1986.

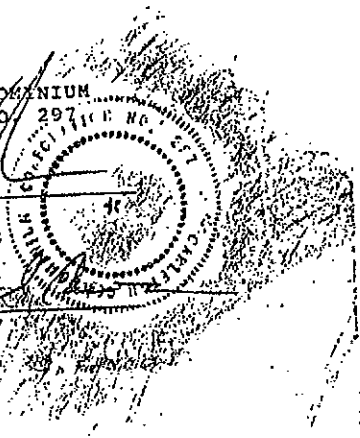
CARLETON CONDOMINIUM
CORPORATION NO. 297

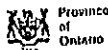
Per: 
President

Richard

Per: 
Secretary

Denis





Document General
Form 4 - Land Registration Reform Act, 1984

D

<p style="writing-mode: vertical-rl; transform: rotate(180deg);">FOR OFFICE USE ONLY</p> <p style="text-align: center;">430573</p> <p style="text-align: center;">CERTIFICATE OF RECEIPT OTTAWA-CARLETON NO. 4 AT OTTAWA</p> <p style="text-align: center;">1987 JAN 19 PM 3 04</p> <p style="text-align: center;">SUSAN WEBB CERTIFICATION OFFICER</p>	(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/>		(2) Page 1 of 3 pages <i>3P</i>
	(3) Property Identifier(s) Block Property		Additional: See Schedule <input type="checkbox"/>
	(4) Nature of Document By-Law (Condominium Act)		
	(5) Consideration Dollars \$		
	(6) Description All Units and Common Elements comprising the property included in Carleton Condominium Plan No. 297, Land Titles Division of Ottawa-Carleton (No. 4).		
New Property Identifiers		Additional: See Schedule <input type="checkbox"/>	
Executors		Additional: See Schedule <input type="checkbox"/>	
(7) This Document Contains:		(a) Redescription Now Easement Plan/Sketch <input type="checkbox"/>	(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>

(8) This Document provides as follows:
See Schedule

Continued on Schedule

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

(10) Party(ies) (Set out Status or Interest) Name(s)	Signature(s)	Date of Signature Y M D
CARLETON CONDOMINIUM CORPORATION NO. 297 (Applicant) by its solicitor Sean Jones		1987 1 12

(11) Address for Service c/o Sean Jones, 200 Elgin Street, Suite 906, Ottawa, Ontario

(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: Hugh H. M. Connolly Barrister and Solicitor 959 Richmond Road OTTAWA, Ontario K2B 6R1	Fees and Tax
		Registration Fee 175.00
		1 x copy

FOR OFFICE USE ONLY

BY-LAW NO. 2

CARLETON CONDOMINIUM CORPORATION NO. 297

BE IT ENACTED as a Special By-Law of Carleton Condominium Corporation 297 (hereinafter referred to as the "Corporation") as follows:

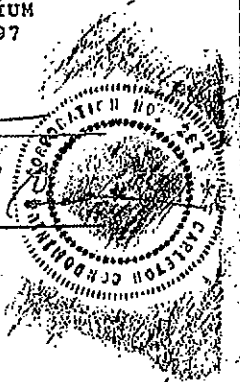
"The Board of Directors of Carleton Condominium Corporation No. 297 is hereby authorized to enter into a maintenance agreement to be made by the Corporation and The Consumers' Gas Company Ltd. and the President and Secretary of the Corporation are hereby authorized to execute the said agreement on behalf of the Corporation."

The foregoing Special By-Law is hereby enacted as By-Law No. 2 of Carleton Condominium Corporation No. 297.

ENACTED this 10th day of Dec 1984.

CARLETON CONDOMINIUM CORPORATION No. 297

Per: *[Signature]*
President
Richard Wilson
Per: *[Signature]*
Secretary
DENIS CARON

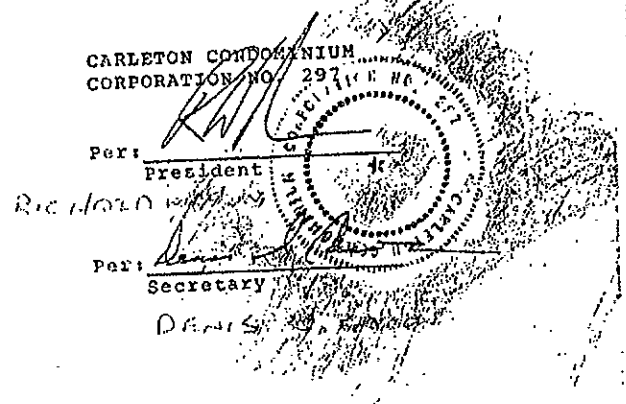


CONDOMINIUM ACT
CERTIFICATE

CARLETON CONDOMINIUM CORPORATION NO. 297 hereby certifies that Special By-Law No. 2 attached hereto was made in accordance with The Condominium Act, R.S.O. 1980, Chapter 84, and any amendments thereto, the Declaration and the By-Laws of the Corporation, and that the said By-Law No. 2 has not been amended and is in full force and effect.

DATED at Ottawa in the Regional Municipality of Ottawa-Carleton this 10th day of Dec. 1986.

CARLETON CONDOMINIUM CORPORATION NO. 297



Per: [Signature]
President

Richard [Signature]

Per: [Signature]
Secretary

Dennis [Signature]

Schedule "A"**CARLETON CONDOMINIUM CORPORATION NO. 297
BY-LAW NO. 3**

BE IT ENACTED as By-law No. 3 (being a By-law to define standard units) of Carleton Condominium Corporation No. 297 (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.
- (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) All replacement materials and re-construction shall conform to the current Ontario Building Code, Ontario Fire Code, Ontario Electrical Safety Code, current Municipal regulations and by-laws, and all applicable bulletins in force. If any component of the standard unit must be upgraded or changed in order to comply with any applicable governmental regulation or code or other law applicable to the repair of insured damage or destruction, the said upgrade or change shall be considered part of the standard unit despite not being clearly defined herein as being part of the standard unit.
- (4) Where the schedules to this By-law refer to specific brands of equipment or materials, this shall be deemed to include equivalent brands.
- (5) In this condominium, there are forty nine (49) units in the condominium. Each unit has a unique configuration, as indicated in the condominium description (including the registered plans). Therefore, there is a standard unit class for each unit. The specifications for each class of standard unit are the same set for the in Schedule "1" to this By-law.
- (6) See Schedule "1" for standard unit description. Unit boundaries are shown in declaration and description.

**ARTICLE III
MISCELLANEOUS**

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

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- (4) Alterations: This By-law or any parts thereof may be varied, altered or repealed by a By-law passed in accordance with the provisions of the Act, and the Declaration.
- (5) Preparation: This document was prepared in the year 2012 by Nelligan O'Brien Payne LLP in conjunction with the corporation.

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

DATED this 1st day of OCTOBER, 2012.

CARLETON CONDOMINIUM CORPORATION NO. 297



Print Name: RICHARD WILSON
Print Title: PRESIDENT

I have authority to bind the Corporation.

Schedule "1"
Carleton Condominium Corporation No. 297
Specifications

The standard units contain no features apart from the following:

1. Unfinished concrete floor;
2. Drywall, taped and sanded on exterior walls;
3. Open web steel joists.