

468 557

345

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:

A. R. TAILLEFER DEVELOPMENT INC.,  
a corporation 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 the Act;

AND WHEREAS the Declarant has constructed buildings upon the said lands containing forty-five (45) commercial or industrial 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 boundaries of units and any monuments controlling the extent of the units are as set forth 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 percent (100%).

6. Address for Service and Mailing Address of the Corporation - The Corporation's address for service shall be 1010 Polytek Street, Suite 45, Gloucester, Ontario K1J 8Z2 or such other address as the Corporation may by resolution of the board determine, and the mailing address of the Corporation shall be 1010 Polytek Street, Unit 45, Gloucester, Ontario K1J 8Z2.

## 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) Subject to the other provisions of this Declaration, each unit shall be occupied and used only as may be permitted by applicable zoning by-laws of any municipal corporation having jurisdiction over the Property 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, wash basin, sink, 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. An owner shall, within two (2) weeks of receipt of a written notice from the Board requesting the removal of such owner's 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 and 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 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.

3. Restriction on Transfer and Charge - The stairway providing the means of access to the second floor of unit 45 lies within the boundaries of unit 44. Unless the stairway or other means of access between the first and second floors of unit 45 lies wholly within the boundaries of unit 45 the following provisions shall apply with respect to the conveying and charging of units 44 and 45:

- (a) Such units shall not be owned by different owners and shall always be conveyed together.
- (b) Such units shall, if charged, be charged at the same time under one charge, the terms of which shall apply equally to both units as though they were one unit.
- (c) For the purpose of enforcing any lien created by a statute or arising and claimed pursuant to the provisions of a statute such lien shall be deemed to be against both units.
- (d) For the purposes aforesaid a conveyance or charge shall mean any means whereby an interest in real property may be transferred or encumbered and, without limiting the generality of the foregoing, shall include a transfer, deed, will, order of any

court of competent jurisdiction, quit claim deed, release, mortgage or charge and shall include any transfer by operation of law whether by a survivorship or otherwise but shall not include a lease, license or other right of occupancy.

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. 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 areas 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 manager.

3. 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.

(d) The owner of a unit shall have the right to penetrate that portion of the common element, consisting of roof above the unit, for the purpose of installing, maintaining and operating heating, ventilating and air-conditioning equipment to service the unit, subject to the following

provisions:

i) no penetration, or sealing of penetration, of the roof shall be caused or allowed to occur without the consent of the Board of Directors first being obtained;

ii) such consent shall be given subject to such conditions as the Board of Directors in its absolute discretion shall decide are, from time to time, advisable;

iii) all penetration, or sealing of penetration, of the roof shall be performed by such person or persons as the Board of Directors may direct and at the cost of the unit owner;

(e) Those portions of the common elements available for parking purposes shall be used in accordance with the by-laws and Rules and Regulations of the Corporation from time to time.

4. Pets - No animal, livestock or fowl other than a pet shall be kept on the common elements. 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. An owner shall, within two (2) weeks of receipt of a written notice from the Board requesting removal of such owner's 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 (but at the expense of a unit owner where required by this Declaration) and shall repair and maintain all doors which provide the means of ingress to and egress from a unit, and to all windows, save and except for maintenance of interior surfaces of windows and doors providing ingress to and egress from a unit, all at its own expense, whether such doors and windows are part of a unit or are part of the common elements.

ARTICLE VI

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 units of any insurance monies received by it.

If the Corporation is unable to enter into such agreement with such Trust Company by reason of such Trust Company's 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. If:

- (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 major perils as defined in the Act and such other perils as the Board may from time to time deem advisable, insuring the property to the replacement value of the units and common elements but excluding improvements and betterments made or acquired by an owner subsequent to the registration of this Declaration.
- (b) Insurance for personal property owned by the Corporation but not including 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 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 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 or on behalf of the owner to his unit and not shown on the plans forming part of the Condominium Description 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, my invitees and licensees 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

12

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, including the giving of 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) recover from the unit owner, as a contribution towards common expenses, any cost or expenses incurred by the Corporation in respect to the above-mentioned procedures in Article VIII 4(a) and (b).

#### 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, or of any other resident or occupant of his unit or any invitees or licensees of such owner 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 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.

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 rights 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, Ontario, this 29<sup>th</sup> day of JULY , 1986.

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

A. R. TAILLEFER DEVELOPMENT INC.  
Per:



Jean-Paul Taillefer, President.



SCHEDULE "A"  
LEGAL DESCRIPTION

Parcel 14-3, Section Gloucester-1 (O.F.), in the Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4), being part of Lot 14, Concession 1, Ottawa Front, of the geographic Township of Gloucester designated as Parts 1, 2 and 3 on Reference Plan 4R-5344 deposited in the Land Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4).

SUBJECT TO an easement, described in Instrument Number LT 455971, in favour of the Hydro-Electric Commission of the City of Gloucester, its successors and assigns, in, over, and upon part of the said Lot 14, designated as Part 2 on Plan 4R-5344.

SUBJECT TO an easement, described in Instrument Number LT 455973, in favour of the Hydro-Electric Commission of the City of Gloucester, its successors and assigns in, over, and upon Part of the said Lot 14, designated as Part 3 on Plan 4R-5344.

15

SCHEDULE "B"

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


EATON BAY 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 L.T. 455976 and L. T. 455978 respectively, in the Land Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4), hereby consents to the registration of this Declaration pursuant to the Condominium Act against the land or interest appurtenant to the land described in the description.

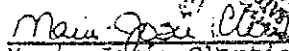
By Supplementary Letters Patent issued to EATON BAY TRUST COMPANY, a copy of which Supplementary Letters Patent was registered in the Land Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4) as number 441032, the name of the company was changed to EATON TRUST COMPANY.

DATED at Ottawa, this 18<sup>th</sup> day of A U G U S T, 1986.

EATON TRUST COMPANY

Per:

  
Robert J. Powell  
Regional Mortgage Manager

  
Marie-Josée Cloutier  
Supervisor  
Mortgage Administration  
We have authority to bind the  
Corporation.

C/S

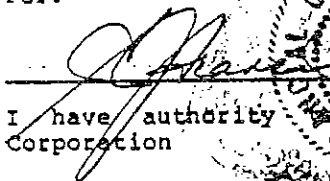
SCHEDULE "B"

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

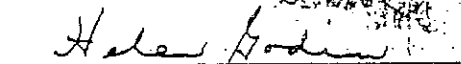
OTTAWA FINANCIAL CORPORATION, having a registered mortgage within the meaning of Clause b of Subsection 1 of Section 3 of the Condominium Act registered as Number /455974 and Helen Godin, Jose Bulhoes, Maria Bulhoes and Lise Belair, each having an interest in the said mortgage by assignment of mortgage registered as Instrument Number /455979, respectively, and Ottawa Financial Corporation, having a further registered mortgage within the meaning of Clause (b) of Subsection 1 of Section 3 of the Condominium Act registered as Number /455980, all in the Land Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4) hereby consent 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 30th day of June, 1986.

OTTAWA FINANCIAL CORPORATION  
Per:


  
I have authority to bind the Corporation



  
HELEN GODIN

  
JOSE BULHOES

  
MARIA BULHOES

  
LISE BELAIR



17

SCHEDULE "C"

UNIT BOUNDARY MONUMENTATION

The extent and location of the units are controlled by the physical surfaces hereinafter referred to:

HORIZONTAL BOUNDARIES

The units are vertically limited by the following:

- (a) The lower surface of the poured concrete floor slab beneath the unit.
- (b) The lower line and face of the steel roof joists.
- (c) A horizontal plane (units 9 & 10 only) perpendicularly distant 2.45 metres above the concrete floor slab in the vicinity above the adjacent corridors.

VERTICAL BOUNDARIES

The units are horizontally limited by the following:

- (a) Backside surface of drywall on all exterior walls and walls separating units from common element.
- (b) Vertical planes formed by a line joining centre line of steel columns, the location of which are shown on Part 1, Sheet 1 of the description.
- (c) Vertical planes controlled by the centre line of steel columns and the measurements shown on Part 1, Sheet 1 of the description.
- (d) The above boundaries of (a) are produced across all openings for windows and doors leading out of the unit.
- (e) The unit boundary between units 4 to 8 inclusive and the adjacent corridors shall be a vertical plane formed by a line joining centre line of steel columns.
- (f) The vertical face of steel columns.

Notwithstanding, the foregoing, the unit shall not include structural steel columns and shall not include such pipes, wires, conduits, ducts, flues, or public utility lines which services other units as well as the owner.

SURVEYOR'S CERTIFICATE

I hereby certify that the above Unit Boundary Monumentation Schedule corresponds to the unit boundaries reflected on the cross sections shown on Part 1, Sheet 1, of the description.

DATED at Ottawa, Ontario this 8<sup>th</sup> day of A U G U S T , 1986.



D. A. Simmonds  
Ontario Land Surveyor.

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	2.222%
2	1	2.222%
3	1	2.222%
4	1	2.222%
5	1	2.222%
6	1	2.222%
7	1	2.222%
8	1	2.222%
9	1	2.222%
10	1	2.222%
11	1	2.222%
12	1	2.222%
13	1	2.222%
14	1	2.222%
15	1	2.222%
16	1	2.222%
17	1	2.222%
18	1	2.222%
19	1	2.222%
20	1	2.222%
21	1	2.222%
22	1	2.222%
23	1	2.222%
24	1	2.222%
25	1	2.222%
26	1	2.222%
27	1	2.222%
28	1	2.222%
29	1	2.222%
30	1	2.222%
31	1	2.222%
32	1	2.222%
33	1	2.222%
34	1	2.222%
35	1	2.222%
36	1	2.222%
37	1	2.222%
38	1	2.222%
39	1	2.222%
40	1	2.222%
41	1	2.222%
42	1	2.222%
43	1	2.222%
44	1	2.222%
45	1	2.23 %
<b>TOTAL</b>		<b>100%</b>

19

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 which 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 persons, firms or corporations engaged or retained by the Corporation or 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 supplies, tools 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 Subsection (4) of Section 38 of the Act, as amended;
- (h) The cost of borrowing money for the purpose of carrying out the objects and duties of the Corporation;
- (i) The cost of insurance appraisals;
- (j) The fees of the Insurance Trustee;

(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.

(21)

468557  
400557

CERTIFICATE OF RECEIPT  
OTTAWA - GERRYTON NO. 4  
AT OTTAWA

'85 AUG 19 AM. 11 29

*B. P. Baumann*  
BONNIE PHEAURIE  
ASSISTANT DEPUTY LAND  
REGISTRAR

LAND REGISTRY #4

REC. BY	<i>DM</i>
F.F. NO. OR PAGE	<i>1320</i>
ABST. BY	<i>[Signature]</i>
CHECKED BY	
MICRO. BY	

50.00  
45.00 units CREATED  
95.00

DECLARATION

CARLETON CONDOMINIUM

PLAN NO. 345

S C O T T & A Y L E N  
Barristers & Solicitors  
170 Laurier Avenue West  
OTTAWA, Ontario K1P 5V5

LJR:49  
aw

19871206 00095.10A

FOR OFFICE USE ONLY

469710

CERTIFICATE OF RECEIPT  
OTTAWA-CARLETON NO. 4  
AT OTTAWA

'86 AUG 27 PM 12 03

ASSISTANT  
DEPUTY LAND REGISTRAR

New Property Identifiers

Executions

Additional: See Schedule

Additional: See Schedule

(1) Registry  Land Titles  (2) Page 1 of 15 pages BP

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

(4) Nature of Document  
BY-LAW (Condominium Act - Section 28)

(5) Consideration  
NONE ----- Dollars \$ NONE -----

(6) Description  
All Units and Common Elements comprising the property included in Carleton Condominium Plan No. 345 in the City of Gloucester in the Regional Municipality of Ottawa-Carleton  
Land Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4)

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

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

Continued on Schedule

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

(10) Party(ies) (Set out Status or Interest)  
Name(s)  
CARLETON CONDOMINIUM CORPORATION NO. 345 (Applicant) by its Solicitor LAIRD JAMES RASMUSSEN

Signature(s)  
Laird James Rasmussen

1986 AUG 27 12 03

(11) Address for Service: Suite 45, 1010 Polytek Street, GLOUCESTER, Ontario K1J 8Z2

(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  
1010 Polytek Street, GLOUCESTER, Ontario K1J 8Z2

(15) Document Prepared by:  
SCOTT & AYLEN Barristers & Solicitors  
170 Laurier Avenue West  
OTTAWA, Ontario K1P 5V5  
LJR:aew G9131 BOX #226

FOR OFFICE USE ONLY

Fees and Tax

Registration Fee	1600.
Total	

CARLETON CONDOMINIUM CORPORATION NO. 345

BY-LAW NO. 1

A by-law relating generally to the conduct of affairs of Carleton Condominium Corporation No. 345.

Be it enacted and it is hereby enacted as a By-law of Carleton Condominium Corporation No. 345 (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 margin beside this paragraph.

2.02 The office of the Corporation shall be at Suite 45, 1010 Polytek Street, GLOUCESTER, Ontario K1J 8Z2, 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 has notified the Corporation of their



- Page 2 -

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 three (3) and, thereafter, the number of directors of the Corporation shall be three (3). 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 three (3) directors, a quorum for the transaction of business at any meeting of the board shall be two (2). 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 (60) days or more with respect to a unit qualifying him as a director.



- Page 3 -

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; one (1) director shall be elected to hold office until the second annual meeting following the date of their election; and one (1) director 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 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 to complete the unexpired term of the director being replaced.

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.

- Page 4 -

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

- Page 5 -

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 such 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.

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

- Page 6 -

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 account 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 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 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 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 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

- Page 9 -

Deed, Transfer, Contract, Certificate or obligation or any class of Deed, Transfer, Contract, Certificate or obligation of the Corporation may or shall be signed.

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 One Thousand Dollars (\$1,000.00), or which would raise borrowings of the Corporation to an amount in excess of Five Thousand Dollars (\$5,000.00) shall require separate approval by a majority of the unit owners at a meeting duly 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 register, 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 and if mailed, it shall be deemed to have been given when deposited in a post office or public letter box.

- Page 10 -

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.

## 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 common expenses, as are set out in the budget for such period, shall be allocated, assessed against and collected from the owners according to the proportions in which they are required to contribute to the common expenses as set forth 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 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.



9.03 Special Assessment - 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 reason 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 are 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

10.01 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. Failure to give notice of default shall not affect the right or power of the Corporation to proceed to collect common expenses in arrears or to pursue its remedies with respect to any other event of default.

## 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 all owners, tenants, guests, invitees, their respective families and any other occupants 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 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 20th day of A U G U S T , 1986.

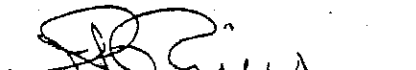
CARLETON CONDOMINIUM CORPORATION NO. 345


  
Jean-Paul Taillefer  
President.

  
Yves Taillefer - Secretary



CONFIRMED by owners of units of the Corporation at a meeting duly called for that purpose on the 20th day of August, 1986.

  
Jean-Paul Taillefer  
President.

  
Yves Taillefer - Secretary.

FORM 13

RECEIVED	DATE	BY

CONDOMINIUM ACT

C E R T I F I C A T E

CARLETON CONDOMINIUM CORPORATION NO. 345 hereby certifies that By-Law No. 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 No. 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 20th day of AUGUST, 1986.

CARLETON CONDOMINIUM CORPORATION  
NO. 345  
By:

*[Signature]*  
Jean-Paul Taillefer - President

*[Signature]*  
Yves Taillefer - Secretary



RULES AND REGULATIONS OF CARLETON  
CONDOMINIUM CORPORATION NO. 345

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 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.
6. Water shall not be left running unless in actual use.
7. No owner shall 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. Owners shall not overload existing electrical circuits.
11. No auction sale shall be held on the property.

12. No stores of coal or any combustible or offensive goods, provisions or materials shall be kept on the property.
13. The sidewalks, entries, 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.
14. 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, decks and patios. No hanging or drying of clothes is allowed on balconies, decks and patios, and balconies, decks and patios shall not be used for storage.
15. (a) No motor vehicle, trailer, boat, snowmobile, machinery or equipment, other than a private passenger automobile, station wagon or commercial vehicle being not larger than 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, any portion of the common elements which is designated as visitor's parking shall not be used by the owners for parking of any vehicles in any manner.
16. No television antenna, aerial, tower or similar structure and appurtenances thereto shall be erected on or fastened to any unit, except for or in connection with a common television cable system.
17. 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.
18. 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.
19. 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).
20. 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.

FOR OFFICE USE ONLY

459711

CERTIFICATE OF RECEIPT  
OTTAWA-CARLETON NO. 4  
AT OTTAWA

'86 AUG 27 PM 12 03

ASSISTANT  
DEPUTY LAND REGISTRAR

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

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

(4) Nature of Document  
BY-LAW (Condominium Act - Section 28)

(5) Consideration  
NONE ----- Dollars \$ NONE -----

(6) Description  
All Units and Common Elements comprising the property included in Carleton Condominium Plan No. 345 in the City of Gloucester in the Regional Municipality of Ottawa-Carleton  
Land Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4)

New Property Identifiers

Additional: See Schedule

Executions

Additional: See Schedule

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

(8) This Document provides as follows:

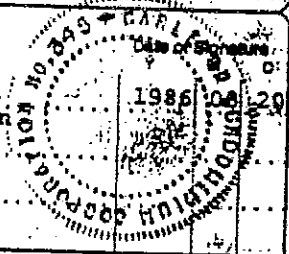
See Schedule for By-Law and Certificate attached.

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

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

Name(s)  
CARLETON CONDOMINIUM CORPORATION NO. 345  
(Applicant)  
By its Solicitor  
LAIRD JAMES RASMUSSEN

Signature(s)  
*[Signature]*  
Laird James Rasmussen



(11) Address for Service: Suite 45, 1010 Polytek Street, GLOUCESTER, Ontario K1J 8Z2

(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  
1010 Polytek Street,  
GLOUCESTER, Ontario  
K1J 8Z2

(15) Document Prepared by:  
SCOTT & AYLEN  
Barristers & Solicitors  
170 Laurier Avenue West  
OTTAWA, Ontario K1P 5V5  
LJR:aew G9131 BOX #226

Fees and Tax	
Registration Fee	16.00
Total	

CARLETON CONDOMINIUM CORPORATION NO. 345

BY-LAW NO. 2

A by-law to authorize the Directors to borrow and give security.

BE IT ENACTED as a By-law of Carleton Condominium Corporation No. 345, (the "Corporation") as follows:

The Directors of the Corporation are hereby authorized from time to time:

- (a) to borrow money upon the credit of the Corporation in such amounts and on such terms as may be deemed expedient by obtaining loans or advances or by way of overdraft or otherwise;
- (b) to mortgage, hypothecate, charge or pledge, or give security in any manner whatever upon all or any of the property, real and personal, immovable and movable, of the Corporation, present and future, to secure any money borrowed or to be borrowed or any obligation or liability of the Corporation, present or future;
- (c) to delegate to such Officer(s) or Director(s) of the Corporation, as the Directors may designate, all or any of the foregoing powers to such extent and in such manner as the Directors may determine.

This By-Law shall remain in force and be binding upon the Corporation as regards any party acting on the faith thereof, until a copy, certified by the Secretary of the Corporation under the Corporate Seal, of a by-law repealing or replacing this By-Law shall have been received by such party and duly




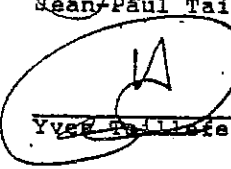
- Page 2 -

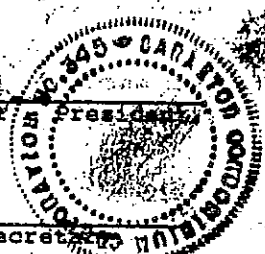
acknowledged in writing.

PASSED by the Directors and sealed with the corporate seal, this 20th day of AUGUST, A.D. 1986.

CARLETON CONDOMINIUM  
CORPORATION NO. 345

  
~~Jean-Paul Taillefer - President~~

  
~~Yves Taillefer - Secretary~~



FORM 13

CONDOMINIUM ACT

C E R T I F I C A T E


3312-1150 0001R00 18

3312-1150 0001R00 18

CARLETON CONDOMINIUM CORPORATION NO. 345 hereby certifies that By-Law No. 2 attached hereto was made in accordance with The Condominium Act, being Chapter 84 of the revised Statutes of Ontario, 1980 and any amendments thereto, the Declaration and the By-Laws of the Corporation, and that the said By-Law No. 2 has not been amended and is in full force and effect.

DATED at the City of Ottawa, in the Regional Municipality of Ottawa Carleton this 20th day of AUGUST, 1986.

CARLETON CONDOMINIUM CORPORATION  
NO. 345  
By:

  
Jean-Paul Taillefer - President

  
Yves Taillefer - Secretary



<p style="writing-mode: vertical-rl; transform: rotate(180deg);">FOR OFFICE USE ONLY</p> <p style="text-align: center; font-size: 24px; font-weight: bold;">560006</p> <p style="text-align: center; font-size: 18px; font-weight: bold;">J. Steele JANET STEELE ASSISTANT DEPUTY LAND REGISTRAR</p> <p style="text-align: center;">'88 5 26</p> <p style="text-align: center;">New Property (if) fees</p> <p style="text-align: center;">Additional: See Schedule <input type="checkbox"/></p> <p style="text-align: center;">Executions</p> <p style="text-align: center;">Additional: See Schedule <input type="checkbox"/></p>	<p>(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/> (2) Page 1 of 3 pages <i>02</i></p>	<p>(3) Property Identifier(s) Block Property Additional: See Schedule <input type="checkbox"/></p>
	<p>(4) Nature of Document BY-LAW (Condominium Act - Section 28)</p>	
	<p>(5) Consideration N I L ----- Dollars \$ N I L -----</p>	
	<p>(6) Description All Units and Common Elements comprising the property included in Carleton Condominium Plan No. 345 in the City of Gloucester in the Regional Municipality of Ottawa-Carleton Land Registry Office for the Land Titles Division of Ottawa-Carleton 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>(8) This Document provides as follows: See SCHEDULE attached for By-Law and Certificate.</p>	

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. 345 (Applicant) by its Solicitor LAIRD JAMES RASMUSSEN</p>	<p>Signature(s):  Laird James Rasmussen</p>	<p>Date of Signature Y M D 1988 05 25</p>
--	---	---

(11) Address for Service: c/o Suite 1, 1010 Polytek Street, GLOUCESTER, Ontario K1J 8Z2

<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 1010 Polytek Street, GLOUCESTER, Ontario K1J 8Z2</p>	<p>(15) Document Prepared by: SCOTT &amp; AYLEN Barristers &amp; Solicitors 170 Laurier Avenue West OTTAWA, Ontario K1P 5V5  LJR:aew 9131 . BOX 297/298</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:70%;">Registration Fee</td> <td style="width:30%; text-align: center;">20 -</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td style="text-align: right;">Total</td> <td> </td> </tr> </table>	Fees and Tax		Registration Fee	20 -							Total	
Fees and Tax														
Registration Fee	20 -													
Total														

BY-LAW NO. 3.

OF

CARLETON CONDOMINIUM CORPORATION NO. 345

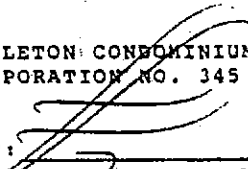
BE IT ENACTED as a Special By-Law of Carleton Condominium Corporation No. 345 (hereinafter referred to as the "Corporation") as follows:

The Board of Directors of Carleton Condominium Corporation No. 345 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".

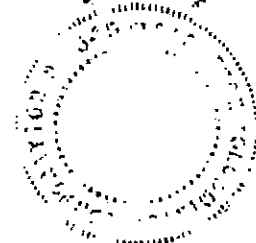
The foregoing Special By-Law is hereby enacted as By-Law No. 3 of the Carleton Condominium Corporation No. 345.

ENACTED this 25 day of FEB 1987.

CARLETON CONDOMINIUM CORPORATION NO. 345

Per:   
President - PETER CUMMINS

Per:   
Secretary - JAMES VIRGIN



CONDOMINIUM ACT

CERTIFICATE

CARLETON CONDOMINIUM CORPORATION NO. 345 hereby certifies that Special By-Law No. 3 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. 3 has not been amended and is in full force and effect.

DATED AT OTTAWA, in the Regional Municipality of Ottawa-Carleton this 25 day of FEBRUARY, 1987.

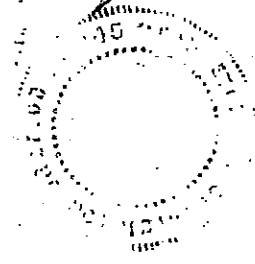
CARLETON CONDOMINIUM CORPORATION NO. 345

Per: 

President - PETER CUMMING

Per: 

Secretary - JAMES VIRGIN



3

**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 the water sub-metres.
- (2) All owners shall be required to pay the Corporation his or her share of the total water charges to the Corporation for all water consumed in his or her unit, as recorded by the water sub-metre. The Corporation shall be entitled to invoice the owner for water charges on a monthly, bi-monthly, or quarterly basis or otherwise, as the Corporation considers appropriate. The Corporation shall also be entitled to invoice the owners based upon water charges estimated by the Corporation for the invoice period, in which case, any necessary adjustment shall be made at least annually, following a reading of the water metre by the Corporation or in accordance with Article VI herein as the case may be.
- (3) Any amounts invoiced to the owner shall be payable within 15 days following delivery of the invoice and shall be collectible in accordance with Article IV herein.

**ARTICLE IV  
COLLECTION OF OWNERS'S SHARES**

Any amounts owing to the Corporation pursuant to this By-Law and not paid in accordance with Article III(3) herein, including any costs relating to the collection or attempted collection of such amount, shall be added to the common expenses of the unit and collectible from the unit owner in the same manner as common expenses, including by way of lien under Section 32 of the Act.

**ARTICLE V  
WATER COMMITTEE**

Without limiting the discretion of the Board of Directors to determine the methods of administering the collection of contributions to the water account, 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-metres.

**ARTICLE VI  
PURCHASE ADJUSTMENTS**

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. Amounts invoiced to a unit owner and amounts paid by the owner on account of water charges from time to time may be based on estimates, in accordance with Article III of this By-Law. It is the responsibility of the vendor and the purchaser of any unit in the Corporation to read the metre on closing and to adjust for any unpaid or estimated water charges as they see fit.

**ARTICLE VII  
MISCELLANEOUS**

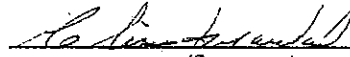
- (1) Invalidity: The invalidity of any part of this By-Law shall not impair or affect in any manner the validity and enforceability or effect of the balance thereof.

- (2) 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 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 of the Corporation and confirmed by the owners pursuant to the Condominium Act as evidenced by the signature of the Secretary of the Corporation.

DATED this 20<sup>th</sup> day of February, 1995.

CARLETON CONDOMINIUM CORPORATION NO. 345

  
\_\_\_\_\_  
(Secretary)

I have authority to bind the Corporation

IN THE MATTER OF Zoning By-law No. 222-441 of 1996  
enacted pursuant to Section 34 of the Planning Act, R.S.O. 1990, as amended  
notice of which was given pursuant to subsection (18) thereof.  
(City of Gloucester, #345, 1010 Polytek Road)



**AFFIDAVIT OF MERRILL CUTTS**

I, Merrill Cutts of the City of Gloucester, in the Regional Municipality of  
Ottawa-Carleton, Deputy City Clerk of the City of Gloucester, MAKE OATH AND SAY:

1. I am the Deputy City Clerk of the Corporation of the City of Gloucester and as such have knowledge of the facts to which I hereinafter depose.
2. Zoning By-law No. 222-441 of 1996 was enacted, pursuant to Section 34 of the Planning Act, R.S.O. 1990, as amended by the Council of the Corporation of the City of Gloucester on the 26th day of November, 1996.
3. Written notice of the passing of the By-law was given pursuant to Section 34(18) of the Planning Act, R.S.O. 1990, as amended, on the 28th day of November, 1996 in the manner and in the form and to the persons and agencies prescribed by Ontario Regulation 199/96, as amended.
4. The twenty day period prescribed under Section 34(19) of the Planning Act, R.S.O. 1990, as amended, for filing a notice of appeal setting out the objection to the By-law and the reasons in support of the objection expired on the 18th day of December, 1996.
5. To this date, no such notice of appeal under said Section 34(19) has been filed with me by any person or agency and to the best of my knowledge and belief, none was filed with any other official or employee of the Corporation of the City of Gloucester.

SWORN BEFORE ME at the City of Gloucester, in the Regional Municipality of Ottawa-Carleton this 19th day of December, 1996.

*Dianne Mary Workman*  
Dianne Mary Workman, Commissioner, etc.,  
Regional Municipality of Ottawa-Carleton, 201  
The Corporation of the City of Gloucester.  
A Commissioner, etc.  
2019

)  
 )  
 ) *Merrill Cutts*  
 )  
 ) Merrill Cutts, Deputy City Clerk  
 ) The Corporation of the City  
 ) of Gloucester, 1400 Blair Place  
 ) P.O. Box 8333, Gloucester, Ontario  
 ) K1G 3V5  
 ) Phone: (613) 748-4103



N.B. BY-LAW NO. 222-441 of 1996 PASSED ON NOVEMBER 26TH, 1996 WAS APPROVED  
BY CLERK'S AFFIDAVIT NO. 222-441 of 1996 DATED DECEMBER 19TH, 1996 UNDER  
SECTION 34 OF THE PLANNING ACT.

## EXPLANATORY NOTE

to Zoning By-law No. 222-441 of 1996

The purpose of this By-law is to rezone the parcel of land identified on the attached Key Plan from "Mp(E1)" - Industrial Park Zone, Exception No. 1 to "Mp(E13) - Industrial Park Zone, Exception 13.

The effect of this By-law would be to deem the existing 120 parking spaces as the total required for the complex at 1010 Polytek Street, irrespective of uses.

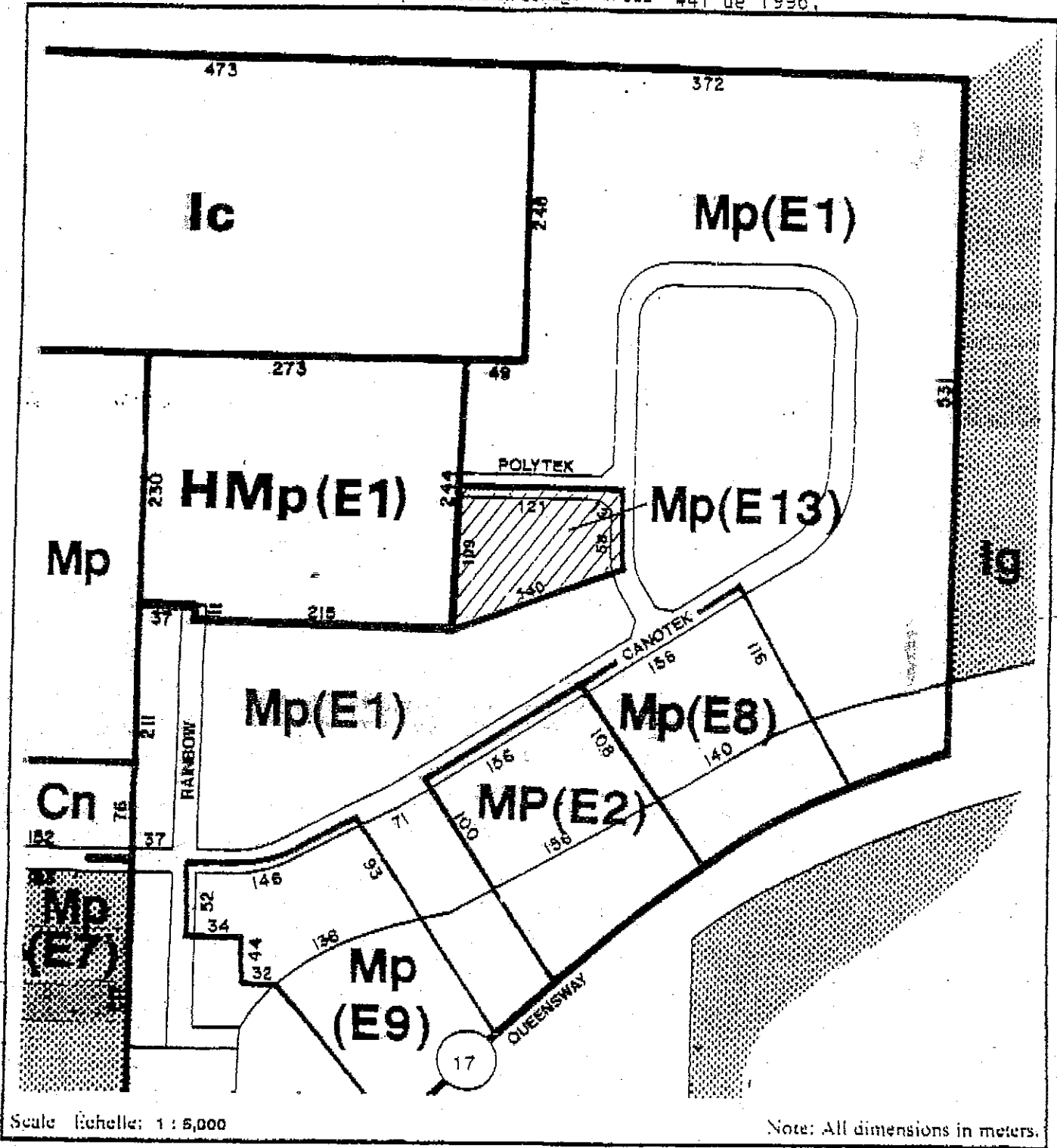
The applicant is proposing to legalize the existing commercial office uses on this site.

Anyone desiring more detailed information concerning any of the documents mentioned in the by-law may examine a copy of the original document by appointment with the Zoning Officer, Gloucester City Hall, 4th Floor, during normal business hours (748-4167).

Applicant: City of Gloucester

Location: CCC #345, 1010 Polytek Road

Z-96-25-RH



Scale Échelle: 1 : 5,000

Note: All dimensions in meters.



Lands to be rezoned from Mp(E1) - Industrial Park (Exception No. 1) to 'Mp(E13)' - Industrial Park (Exception No. 13) pursuant to By-law 222 of 1984.  
 Terres dont la désignation 'Mp(E1)' - zone parc industrielle (exception n°1) doit être remplacée par la désignation en vertu du règlement municipal n° 222 de 1984



RULES AND REGULATIONS OF CARLETON  
CONDOMINIUM CORPORATION NO. 345

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 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.
6. Water shall not be left running unless in actual use.
7. No owner shall 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. Owners shall not overload existing electrical circuits.
11. No auction sale shall be held on the property.

12. No stores of coal or any combustible or offensive goods, provisions or materials shall be kept on the property.
13. The sidewalks, entries, 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.
14. 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, decks and patios. No hanging or drying of clothes is allowed on balconies, decks and patios, and balconies, decks and patios shall not be used for storage.
15. (a) No motor vehicle, trailer, boat, snowmobile, machinery or equipment, other than a private passenger automobile, station wagon or commercial vehicle being not larger than 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, any portion of the common elements which is designated as visitor's parking shall not be used by the owners for parking of any vehicles in any manner.
16. No television antenna, aerial, tower or similar structure and appurtenances thereto shall be erected on or fastened to any unit, except for or in connection with a common television cable system.
17. 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.
18. 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.
19. 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).
20. 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.

<p style="writing-mode: vertical-rl; transform: rotate(180deg); font-size: small;">FOR OFFICE USE ONLY</p> <p style="font-size: 2em; font-weight: bold; margin-top: 20px;">927650</p> <p style="font-size: 2em; font-weight: bold; margin-top: 20px;">'95 03 3 13 31</p> <p style="font-size: 1.2em; margin-top: 20px;">New Property Identifiers</p> <p style="font-size: 0.8em;">Additional: See Schedule <input type="checkbox"/></p> <p style="font-size: 0.8em;">Executions</p> <p style="font-size: 0.8em;">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 Property</p> <p style="text-align: center; font-size: 1.2em;">15345 C-CC1</p> <p style="text-align: right; font-size: 0.8em;">Additional: See Schedule <input checked="" type="checkbox"/></p>
	<p>(4) Nature of Document</p> <p style="text-align: center; font-weight: bold;">BY-LAW NO. 4 (CONDOMINIUM ACT - SECTION 28)</p>
	<p>(5) Consideration</p> <p style="text-align: right;">Dollars \$</p>
	<p>(6) Description</p> <p>All units and common elements comprising the property included in Carleton Condominium Plan No. 345, in the City of Gloucester, in the Regional Municipality of Ottawa-Carleton.</p> <p>Land Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4)</p> <p style="text-align: center; font-size: 1.2em;"><del>Unit 1</del> Unit 1, Level 1 Carleton Condominium Plan No. 345</p>
	<p>(7) This Document Contains:</p> <p>(a) Redescription, New Easement Plan/Sketch <input type="checkbox"/></p> <p>(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input type="checkbox"/></p>

(8) This Document provides as follows:

SEE SCHEDULE ATTACHED FOR BY-LAW AND CERTIFICATE

Continued on Schedule

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

(10) Party(ies) (Set out Status or Interest) Name(s)	Signature(s)	Date of Signature Y M D
CARLETON CONDOMINIUM CORPORATION NO. 345	X <i>[Signature]</i>	1995 03 31
	X <i>[Signature]</i>	1995
<p style="font-size: 1.2em;">has authority to bind the Corporation</p>		

(11) Address for Service: 52-5450 Canotek Road, Gloucester, Ontario K1J 9G3

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

(13) Address for Service

<p>(14) Municipal Address of Property</p> <p style="text-align: center;">MULTIPLE</p>	<p>(15) Document Prepared by:</p> <p>NELLIGAN/POWER Barristers &amp; Solicitors 1900-66 Slater Street OTTAWA, Ontario K1P 5H1 DZB:cj 3211-27679 Box: 241/242</p>	<p style="text-align: center; font-size: 0.8em;">FOR OFFICE USE ONLY</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="font-size: 0.8em;">Fees and Tax</th> </tr> </thead> <tbody> <tr> <td style="font-size: 0.8em;">Registration Fee</td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td style="font-weight: bold; font-size: 0.8em;">Total</td> <td> </td> </tr> </tbody> </table>	Fees and Tax		Registration Fee				Total	
Fees and Tax										
Registration Fee										
Total										

## Additional Property Identifier(s) and/or Other Information

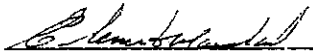
Unit 1, Level 1, Carleton Condominium Plan No. 345, 15345-0001  
Unit 2, Level 1, Carleton Condominium Plan No. 345, 15345-0002  
Unit 3, Level 1, Carleton Condominium Plan No. 345, 15345-0003  
Unit 4, Level 1, Carleton Condominium Plan No. 345, 15345-0004  
Unit 5, Level 1, Carleton Condominium Plan No. 345, 15345-0005  
Unit 6, Level 1, Carleton Condominium Plan No. 345, 15345-0006  
Unit 7, Level 1, Carleton Condominium Plan No. 345, 15345-0007  
Unit 8, Level 1, Carleton Condominium Plan No. 345, 15345-0008  
Unit 9, Level 1, Carleton Condominium Plan No. 345, 15345-0009  
Unit 10, Level 1, Carleton Condominium Plan No. 345, 15345-0010  
Unit 11, Level 1, Carleton Condominium Plan No. 345, 15345-0011  
Unit 12, Level 1, Carleton Condominium Plan No. 345, 15345-0012  
Unit 13, Level 1, Carleton Condominium Plan No. 345, 15345-0013  
Unit 14, Level 1, Carleton Condominium Plan No. 345, 15345-0014  
Unit 15, Level 1, Carleton Condominium Plan No. 345, 15345-0015  
Unit 16, Level 1, Carleton Condominium Plan No. 345, 15345-0016  
Unit 17, Level 1, Carleton Condominium Plan No. 345, 15345-0017  
Unit 18, Level 1, Carleton Condominium Plan No. 345, 15345-0018  
Unit 19, Level 1, Carleton Condominium Plan No. 345, 15345-0019  
Unit 20, Level 1, Carleton Condominium Plan No. 345, 15345-0020  
Unit 21, Level 1, Carleton Condominium Plan No. 345, 15345-0021  
Unit 22, Level 1, Carleton Condominium Plan No. 345, 15345-0022  
Unit 23, Level 1, Carleton Condominium Plan No. 345, 15345-0023  
Unit 24, Level 1, Carleton Condominium Plan No. 345, 15345-0024  
Unit 25, Level 1, Carleton Condominium Plan No. 345, 15345-0025  
Unit 26, Level 1, Carleton Condominium Plan No. 345, 15345-0026  
Unit 27, Level 1, Carleton Condominium Plan No. 345, 15345-0027  
Unit 29, Level 1, Carleton Condominium Plan No. 345, 15345-0029  
Unit 30, Level 1, Carleton Condominium Plan No. 345, 15345-0030  
Unit 31, Level 1, Carleton Condominium Plan No. 345, 15345-0031  
Unit 32, Level 1, Carleton Condominium Plan No. 345, 15345-0032  
Unit 33, Level 1, Carleton Condominium Plan No. 345, 15345-0033  
Unit 34, Level 1, Carleton Condominium Plan No. 345, 15345-0034  
Unit 35, Level 1, Carleton Condominium Plan No. 345, 15345-0035  
Unit 36, Level 1, Carleton Condominium Plan No. 345, 15345-0036  
Unit 37, Level 1, Carleton Condominium Plan No. 345, 15345-0037  
Unit 38, Level 1, Carleton Condominium Plan No. 345, 15345-0038  
Unit 39, Level 1, Carleton Condominium Plan No. 345, 15345-0039  
Unit 40, Level 1, Carleton Condominium Plan No. 345, 15345-0040  
Unit 41, Level 1, Carleton Condominium Plan No. 345, 15345-0041  
Unit 42, Level 1, Carleton Condominium Plan No. 345, 15345-0042  
Unit 43, Level 1, Carleton Condominium Plan No. 345, 15345-0043  
Unit 44, Level 1, Carleton Condominium Plan No. 345, 15345-0044  
Unit 45, Level 1, Carleton Condominium Plan No. 345, 15345-0045

CERTIFICATE

CARLETON CONDOMINIUM CORPORATION NO. 345 hereby certifies that By-Law Number 4 attached hereto was made in accordance with the Condominium Act, being Chapter 26 of the Revised Statutes of Ontario, 1990 and any amendments thereto, the Declaration and the By-Laws of the Corporation, and the said By-Law Number 4 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 \_\_\_\_\_, 1995.

CARLETON CONDOMINIUM CORPORATION NO. 345

Per:   
Secretary

(corporate seal)



CARLETON CONDOMINIUM CORPORATION NO. 345

BY-LAW NO. 4

BE IT ENACTED as By-Law No. 4 (being a By-Law respecting the installation of water sub-metres) of Carleton Condominium Corporation No. 345 (hereinafter referred to as the "Corporation") as follows:

WHEREAS more than 51 percent of the Owners of the Corporation voted in favour of the installation of water sub-metres and the collection of water costs on a user-pay basis, at a meeting held on or about April 25, 1991;

AND WHEREAS the Corporation has installed water sub-metres pursuant to such approval;

AND WHEREAS the installation of the sub-metres constitutes an alteration to the common elements of the Corporation within the meaning of Section 38 of the Condominium Act, R.S.O. 1990, c. 26 ("the Act");

AND WHEREAS Section 38 of the Act requires that additions, alterations or improvements to the common elements which are not substantial receive approval by vote of the owners;

AND WHEREAS the Corporation determined that this alteration is not substantial;

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 the approval of this By-Law under Section 28 of the Act shall constitute evidence that any approval of the installation of the sub-metres which may be required under Section 38 of the Act was obtained;

AND WHEREAS this By-Law also serves to record the procedures for the administration and collection of water charges for the individual units;

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

ARTICLE I

All words used herein which are defined in the Condominium Act, R.S.O. 1980, c. 84 shall have ascribed to them the meanings set out in the Act as amended from time to time.

ARTICLE II  
APPROVAL

The confirmation of this By-Law in accordance with Section 28 of the Act constitutes approval for the installation of water sub-metres for each unit in the Corporation in accordance with Section 28 and 38 of the Act, and the Declaration of the Corporation.