

# Document General

CCNS  
66 Gerrard St. East  
Toronto, Ont. M5B 1G3  
Form L1205

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Form 4 - Land Registration Reform Act, 1984

FOR OFFICE USE ONLY	402681	CERTIFICATE OF RECEIPT OTTAWA-CARLETON NO. 4 AT OTTAWA '86 NOV 20 PM 3 03 <i>Dineley</i> DANIELA MACKAY ASSISTANT DEPUTY LAND REGISTRAR	(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/>	(2) Page 1 of 10 pages
	(3) Property Identifier(s) Block Property		Additional: See Schedule <input type="checkbox"/>	
	(4) Nature of Document		By-law (Condominium Act) #1	
	(5) Consideration		Dollars \$	
	(6) Description		All of the units and common elements of Carleton Condominium Plan No. 353 in the City of Gloucester, Regional Municipality of Ottawa-Carleton, Land Titles Division of Ottawa-Carleton (No. 4)	
	(7) This Document Contains:		(a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>	
	Additional See Schedule <input type="checkbox"/>			

(8) This Document provides as follows:

Carleton Condominium Corporation No. 353 hereby certifies that By-law Number 1 attached hereto was made in accordance with the Condominium Act, being Chapter 84 of the Revised Statutes of Ontario R.S.O. 1980 and any amendments thereto, the Declaration and By-laws of the Corporation and that the said By-law Number 1 has not been amended and is in full force and effect.

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. 353 (Applicant)	 Richard Llewellyn Wilson, President	1986 11 12

(11) Address for Service 5350 Canotek Road, Unit 27, Gloucester, Ontario, K1Y 8Y8

(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	(15) Document Prepared by:	FOR OFFICE USE ONLY	Fees and Tax	
multiple	BEAMENT, GREEN, YORK, MANTON Barristers and Solicitors 14th Floor, 155 Queen St. Ottawa, Ontario K1P 6L1 JBH/9395		Registration Fee	
			<b>Total</b>	

BY-LAW No. 1

By-law No. 1 of Carleton Condominium Corporation No. 353 is hereby passed as follows:

ARTICLE ONE

**DEFINITIONS:**

1.01 The terms used in this by-law shall have the same meaning as in The Condominium Act (the "Act") and the declaration unless otherwise specified.

ARTICLE TWO

**SEAL:**

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

ARTICLE THREE

**BOARD OF DIRECTORS:**

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

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

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

3.04 Election and Term - Immediately after the passing of this by-law, the Declarant shall elect directors who shall hold office until their successors are elected at the first meeting of members called after the Declarant ceases to be the registered owner of a majority of the units. At such meeting of members, in accordance with the number of votes cast for each director, the three (3) directors shall be elected to hold office until the second annual meeting following the date of their election; and two (2) directors shall be elected to hold office until the first annual meeting following the date of their election. Where the board is elected by acclamation, the members at the meeting shall determine the distribution of terms. Directors may continue to act until removed or until their successors are elected and at each annual meeting thereafter a number of directors equal to the number of directors retiring in such year shall be elected for a term expiring at the time of the second annual meeting after they have been elected.

3.05 Removal of directors and filling of vacancies - Any director may be removed at a meeting of members called for such purpose by a vote of members who together own a majority of the units and the members may elect a new director for the remainder of the term of the director removed. If a vacancy in the board occurs, the majority of the remaining members of the board may appoint a replacement for the remainder of the term.

3.06 Calling of meetings - Meetings of the board shall be held when called by the President or any two directors. Notice of any meeting shall be given to each director either personally not less than forty-eight (48) hours before the time when the meeting is to be held or by ordinary mail not less than five (5) days before the day the meeting is to be held. No notice of a meeting shall be necessary if

all the directors are present and consent to the holding of the meeting or if those absent have waived notice of or otherwise signified in writing their consent to the holding of the meeting.

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

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

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

3.10 Indemnity of directors and officers - Every person who is or was acting as a director or officer of the Corporation shall be indemnified by the Corporation from loss arising because of:

- a) any proceedings, including any brought by the Corporation, brought against him in respect of any thing done or permitted by him in respect of the execution of the duties of his office;
- b) all costs which he properly sustained in relation to the affairs of the Corporation;

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

- c) the Corporation is advised of any such proceeding or cost forthwith after the director or officer receives notice thereof; and
- d) the Corporation is given the right to join in the defence of the action.

#### ARTICLE FOUR

##### **OFFICERS:**

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

4.02 Other Elections - The board shall elect a Secretary and such other officers as the board may determine. 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 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 Vice-President, in order of seniority (as determined by the Board), except that a Vice-President who is not qualified to attend the meeting as director or member shall not preside at a meeting of the board or at a meeting of members. A Vice-President shall also perform such duties and exercise such powers as the board may prescribe.

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

4.07 Treasurer - The Treasurer shall keep or cause to be kept full and accurate books of account and accounting records in which shall be recorded all receipts and disbursements of the corporation. He shall have the care and custody of all the funds and securities of the corporation in such bank or banks or trust company or trust companies or with such depository or depositories as the board of directors shall direct. He shall disburse the funds of the corporation when necessary and proper, taking proper vouchers for such disbursements, and shall render to the President and directors at the meetings of the board or whenever they may require it, an account of all his transactions as Treasurer, and of the financial position of the corporation; and he shall perform such other duties as may from time to time be prescribed by the board.

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

#### ARTICLE FIVE

##### REGISTER:

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

#### ARTICLE SIX

##### MEETINGS OF MEMBERS:

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

6.02 Special Meeting - The board shall, upon receipt of a requisition in writing made by members of the Corporation who together own at least fifteen per cent (15%) of the units or by first mortgagees holding voting rights for not less than fifteen per cent (15%) of the units call and hold a meeting of the members of the Corporation and if the meeting is not called and held within thirty days of receipt of the requisition, any of the requisitionists may call the meeting, and in such case, the meeting shall be held within sixty (60) days of receipt of the requisition. The board may at any time call a meeting of the members of the Corporation for the transaction of any business, the nature of which shall be specified in the notice calling the meeting.

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

6.04 Reports - A copy of the Financial Statement and a copy of the Auditor's and/or Accountant's Report shall be furnished to every owner and mortgagee entered on the register who has requested the same.

6.05 Persons entitled to be present - The only persons entitled to attend a meeting of members shall be the owners and mortgagees entered on the register and the spouses of such owners, any other entitled to vote thereat and the auditors, accountants, solicitors, directors and officers of the Corporation. Any other person may be admitted only on the invitation of the Chairman of the meeting or with the consent of the meeting.

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

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

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

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

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

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

6.12 Votes to govern - At all meetings of members every question shall, unless otherwise required by the Act or the declaration or by-laws, be decided by a majority of the votes duly cast on the question.

#### ARTICLE SEVEN

##### **BANKING ARRANGEMENTS, CONTRACTS & BORROWING:**

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

7.02 Execution of Documents - Documents requiring the corporate seal shall be signed by the President 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 the management agreement entered into by the Corporation may be executed on behalf of the Corporation in accordance with the provisions of such management agreement.

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

#### ARTICLE EIGHT

##### **FINANCIAL:**

8.01 The financial year of the Corporation shall end on the 31st day of December in each year or on such day as the board by resolution may determine.

#### ARTICLE NINE

##### **NOTICE:**

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

9.02 Notice to the board or Corporation - Any notice or other document to be given to the board or Corporation shall be sufficiently given if mailed by prepaid ordinary mail or air mail in a sealed envelope addressed to it at the same address for service of the Corporation set out in the declaration. Any notice or document so mailed shall be deemed to have been given when deposited in a post office or public letter box.

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

#### ARTICLE TEN

##### **ASSESSMENT AND COLLECTION OF COMMON EXPENSES:**

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

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

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

10.04 Default in payment of assessment -

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

#### ARTICLE ELEVEN

##### **DEFAULT:**

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

ARTICLE TWELVE

**RULES & REGULATIONS:**

12.01 The board may from time to time make rules or regulations respecting the use of common elements for the purpose of preventing unreasonable interference with the use and enjoyment of the units and common elements. The rules and regulations attached hereto as Schedule "A" shall be observed by the owners and occupants of all units.

ARTICLE THIRTEEN

**MISCELLANEOUS:**

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

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

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

Carleton Condominium Corporation No. 353 hereby enacts the foregoing by-law by the vote of its sole member which owns 100% of the common elements.

DATED at Ottawa, this 12 day of November, 1986.

CARLETON CONDOMINIUM CORPORATION NO. 353  
by its sole member,  
CANOTEK DEVELOPMENTS CORPORATION

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

RICHARD LLEWELLYN WILSON,  
President



SCHEDULE "A"

RULES AND REGULATIONS

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. No sign, advertisement or notice, other than the usual signs offering a unit for sale or rent with dimensions not exceeding two feet by three feet, 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.
2. No awnings or shades shall be erected over and outside of the windows or balconies without the prior written consent of the board.
3. 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 insurance on any building, or on property kept therein, or obstruct or interfere with the rights of other owners, or in any way injure or annoy them, or conflict with the laws, relating to fire or with the regulations of the Fire Department or with any insurance policy carried by the corporation or any owner or conflict with any of the rules and ordinances of the Board of Health or with any statute or municipal by-law.
4. Nothing shall be placed on the outside of window sills or projections.
5. Water shall not be left running unless in actual use.
6. 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 or refuse, and owners shall tightly wrap all garbage in paper and place the same in the container provided for such purpose, or as otherwise directed by an agent of the board, and the owner must maintain strict sanitary conditions at all times.
7. 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.
8. Nothing shall be thrown out of the windows or doors of the buildings.
9. No animal, livestock or fowl other than domestic animal kept as a pet shall be kept on the property and no pet that is deemed by the board or manager, in its absolute discretion, to be a nuisance shall be kept by any owner of any unit or in any other part of the property.
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. No noise, caused by an instrument or other device, or otherwise, which in the opinion of the board may be calculated to disturb the comfort of the other owners shall be permitted.
14. The sidewalks, entry, passageways, walkways and driveways used in common by the owners shall not be obstructed by any of the owners or used by them for any purpose other than for ingress and egress to and from their respective units.

15. No motor vehicle, other than a private passenger automobile, station wagon or commercial vehicle other than a one-half ton pick-up truck, shall be parked on any part of the common elements (including any part thereof 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.

16. No motor vehicle, trailer, boat, snowmobile, mechanical toboggan, machinery or equipment of any kind shall be parked on any part of the common elements other than on a designated parking space.

17. No television antenna, aerial, tower or similar structure and appurtenances thereto shall be erected on or fastened to any unit or the common elements, except for in connection with a common television cable system.

18. 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.

19. 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.

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.



# Document General

Form 4 - Land Registration Reform Act

**D**

<p style="writing-mode: vertical-rl; transform: rotate(180deg);">FOR OFFICE USE ONLY</p> <p style="font-size: 2em; font-weight: bold;">1156491</p> <p>CERTIFICATE OF RECEIPT RECEPISSE OTTAWA-CARLETON (4)</p> <p style="font-size: 1.5em;">'98 OCT 15 12 05</p>	(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/>		(2) Page 1 of 18 pages		
	(3) Property Identifier(s) 15353-0001(LT)		Block TO 15353-0045(LT)		
	(4) Nature of Document By-Law No. 2 (Condominium Act)		<i>- Parking Rules</i>		
	(5) Consideration One Dollar		Dollars \$ 1.00		
	(6) Description All of the units and common elements <i>of comprising the property included in</i> Carleton Condominium Plan No. 353 in the City of Gloucester, Regional Municipality of Ottawa-Carleton, Land Titles Division of Ottawa-Carleton (No. 4)				
	New Property Identifiers		Additional: See Schedule <input type="checkbox"/>		
Executions		Additional: See Schedules <input type="checkbox"/>			
(7) This Document Contains:		(a) Redescription New Easement Plan/Sketch <input type="checkbox"/>		(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>	

(8) This Document provides as follows:

Carleton Condominium Corporation No. 353 hereby certifies that By-Law Number 2 attached hereto was made in accordance with the Condominium Act, being c. C.26 of the Revised Statutes of Ontario R.S.O. 1990 and any amendments thereto, the Declaration and By-Laws of the Corporation and that the said By-Law Number 2 has not been amended and is in full force and effect.

Continued on Schedule

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

(10) Party(ies) (Set out Status or Interest) Name(s)	Signature(s)	Date of Signature
Carleton Condominium Corporation No. 353		Y M D 1998 09 22
by its solicitor, WAYNE CUSACK		

(11) Address for Service 5330 Canotek Road, Unit 27, Gloucester, Ontario K1V 6Y8  
5330 20 K1V 9C3

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

(13) Address for Service

(14) Municipal Address of Property multiple	(15) Document Prepared by: <b>CUSACK LAW OFFICES</b> 202 - 2555 St. Joseph Blvd. Orleans, Ontario K1C 1S6	Box 198
		Fees and Tax
		Registration Fee
		Total

**CARLETON CONDOMINIUM CORPORATION NO. 353**

**BY-LAW NO. 2**

A by-law relating generally to the conduct of affairs of Carleton Condominium Corporation No. 353.

Be it enacted and it is hereby enacted as a By-Law of Carleton Condominium Corporation No. 353 (the "Corporation") as follows:

**ARTICLE 1            DEFINITIONS:**

Words used in this By-Law which are defined in the Condominium Act, R.S.O. 1990, c. C.26 and all amendments thereto (hereinafter referred to as "the Act"), shall have the same meaning as in the Act unless otherwise specified.

"Agent" means a person or people to whom the Board has delegated responsibility and authority to carry out some or all of the terms of this By-Law.

"Board" means the Board of Directors of the condominium development.

"Business" means any activity, undertaking, service, venture or action of a commercial, professional, voluntary, charitable or non-profit nature. References to business activities being conducted, undertaken, done, performed or otherwise actively participated in shall mean such activities at the condominium development or any part thereof.

"Common elements areas" means the common elements areas of the condominium development.

"Condominium development" means the all of the units and common elements which are collectively described as follows:

In the City of Gloucester, in the Regional Municipality of Ottawa-Carleton, formerly in the Township of Gloucester, in the Regional Municipality of Ottawa-Carleton, being composed of part of Lot 15, Concession 1 (Ottawa Front) of the Geographic Township of Gloucester, designated as Parts 1 and 2 on Reference Plan 4R-5402, deposited in the Land Registry Office for the Land Titles Division of Ottawa-Carleton at Ottawa.

Being all of Parcel 15 - 1, Section Gloucester 1, Ottawa Front.

SUBJECT TO an easement, described in Instrument NS 229901, (462306 L. T.) in favour of THE HYDRO ELECTRIC COMMISSION OF THE CITY OF OTTAWA, its successors and assigns over part of the said Lot 15 designated as Part 2 on Plan 4R-5402.

"Equipment" includes equipment of any and every sort, without limitation, whether it is used in the business conducted by the occupant of a unit or not.

"Goods" means any tangible items including, without limitation, inventory, supplies, raw materials, items of any and every kind being delivered to or from the owner or occupant of a unit and property of every other sort, except real property. "Goods" includes, but is not limited to, any and all items which are not included in the definition of "equipment" or "vehicles".

"Occupant" means the owner of one or more of the units in the condominium development. Where a unit is occupied by a person or entity other than the owner, "occupant" shall mean the person or entity occupying the unit.

"Vehicles" means:

- (a) automobiles of every sort including, without limitation, private passenger vehicles, commercial vehicles, trucks, earth-digging equipment, earth-moving equipment, tractors, drilling and boring equipment, and every other kind of vehicle which is capable of travelling between two (2) locations under its own power and by using its own motive apparatus; and,
- (b) machinery, equipment, vehicles, trailers, boats and every other thing by which people, goods or equipment may be conveyed from one location to another, but which are not included in the definition set forth in sub-paragraph (a) of this definition.

## ARTICLE 2 USE OF COMMON ELEMENTS AREAS:

2.01 The common elements areas shall not be used for:

- (a) leaving or storing goods or equipment;
- (b) conducting any business or providing any service;
- (c) parking, storing or otherwise leaving vehicles, unless they are parked in designated parking spaces for one or more of the purposes set forth in sub-paragraph 2.04 of this By-Law;
- (d) examining, assembling, disassembling, repairing, constructing, reconstructing or refinishing vehicles, in whole or in part; or,
- (e) conducting the purchase or sale, or other disposition or acquisition, of goods, equipment or vehicles.

2.02 All goods and equipment brought onto the condominium development shall be left or stored inside the units to which they have been delivered or brought. All business activities shall be conducted and all services shall be provided inside the unit or units occupied by the person or entity conducting that business, or at other locations beyond the boundaries of the condominium development.

2.03 No occupant shall invite, permit, acquiesce in or in any other way be associated with the conduct of any activity described in paragraph 2.01 of this By-Law by any third party including, without limitation, any employee, sub-contractor, customer, invitee or tenant

of the occupant. Each occupant shall advise all such third parties that they are not permitted to act in contravention of this By-Law.

- 2.04 This By-Law shall not be construed to prevent vehicles being at the condominium development if they are parked, stored or left in designated parking areas and they:
- (a) are actively being used to transport people or goods and equipment in the conduct of a business operated by an occupant, and are reasonably necessary for the conduct of that business at the condominium development; or,
  - (b) have been brought or delivered to the condominium development for examination, assembly, disassembly, repair, construction, reconstruction or refinishing and that work or service is to be performed entirely:
    - (i) within one or more units of the condominium development; and,
    - (ii) by an occupant, or by an employee or sub-contractor of an occupant; and,
    - (iii) within ten (10) days after the vehicle is delivered or brought to the condominium development;
  - (c) are owned by an occupant, or by an employee or sub-contractor of the occupant, who parks the vehicle at the condominium development during business hours while attending at the condominium development to deal with the unit or units owned or occupied by that occupant or at which the business of that occupant is being conducted, if the vehicle is removed at all other times;
  - (d) are owned by a customer or invitee of an occupant who parks the vehicle at the condominium development during business hours while attending at the condominium development to deal with a business which is being carried on in one or more of those units, if the vehicle is removed at all other times.

**ARTICLE 3 POWERS OF THE BOARD OF DIRECTORS:**

- 3.01 The Board may:
- (a) remove or cause to be removed any goods or equipment which are left or stored in the common elements areas;
  - (b) take such steps as may be reasonably necessary to cause the removal or cessation of any business which is being conducted, in whole or in part, in the common elements areas;
  - (c) take such steps as may be reasonably necessary to cause the removal of any vehicle which has been parked, stored or left in the common elements areas and which does not fall within one or more of the categories set forth in paragraph 2.04 of this By-Law; and,
  - (d) by resolution, delegate to any person or entity the responsibility and authority to carry into effect the provisions of sub-paragraphs (a), (b) and (c) of this By-Law.

3.02 Where, pursuant to sub-paragraph 3.01 of this By-Law:

- (a) goods or equipment which belong to an occupant are to be removed from common elements areas;
- (b) any business which is being conducted, in whole or in part, in the common elements areas by an occupant, is to be removed from those areas or is to be discontinued;
- (c) any vehicle owned by an occupant which has been parked, left or stored in the common elements areas and which does not fall within one or more of the categories set forth in paragraph 2.04 of this By-Law, is to be removed from the common elements areas,

the following provisions shall apply:

- (d) If that occupant has not previously been given notice of the impending removal of the goods, equipment, vehicles or business, or of other goods, equipment vehicles or business, the Board or its agent shall give to that occupant written notice of the failure to comply with the terms of this By-Law and the impending removal, not less than forty-eight (48) hours before any other steps are taken to remove them. The notice shall inform the recipient, inter alia, that subsequent breaches of this By-Law may result in the removal of goods or equipment, business activities or vehicles which are the subject of the subsequent breach or breaches, without further notice to that occupant.
- (e) If that occupant has previously been given notice of the impending removal of the goods, equipment, vehicles or business, or of other goods, equipment vehicles or business, the Board or its agent may remove them or cause them to be removed from the common elements areas without further notice to that occupant or to any other person, or with such notice as the Board of Directors or its agent considers to be reasonable.

3.03 Where goods or equipment, business operations or a vehicle which do not belong to an occupant are to be removed from common elements areas pursuant to sub-paragraph 3.01 of this By-Law, the following provisions shall apply:

- (a) If the owner of them is known to the Board, the Board or its agent shall give notice to that owner to remove them within a time limit established by the Board or its agent. The notice may be written or oral, and may be delivered in such manner as the Board or its agent deems appropriate.
- (b) If the owner of them is unknown to the Board, the Board or its agent shall give notice to each occupant of a unit of the condominium development:
  - (i) identifying the goods, equipment, business or vehicles and their location in the common elements;

- (ii) stating that they are present in the common elements areas in contravention of this By-Law, and that the owner of them is unknown to the Board;
- (iii) stipulating a time limit by which they are to be removed from the common elements areas, which shall not be less than three (3) business days; and,
- (iv) advising the recipient that they are to be removed from the condominium development forthwith after the expiry of the time limit unless the owner of them makes other arrangements with the Board prior to that time,

and upon the expiry of that time limit the Board or its agent may remove the said goods, equipment, business operations or vehicles, or may cause them to be removed from the common elements areas, in such manner as the Board deems to be reasonable, and the Board may make such arrangements for the storage or disposition of them as it deems to be reasonable.

**ARTICLE 4 COSTS OF REMOVAL:**

4.01 Where any goods or equipment, business or vehicles which belong to an owner or occupant are to be removed from common elements areas pursuant to sub-paragraph 3.01 of this by-law, the cost of the removal of them, and all costs and expenses of every sort related to the removal of them, including (but not limited to), cartage, storage and legal costs and expenses, shall constitute a charge upon the unit or units which are owned or occupied by the owner of the goods or equipment, and payment thereof may be enforced in the same manner as the common elements charges applicable to the said unit or units.

**ARTICLE 5 NOTICE PROVISIONS:**


5.01 Where a notice is required to be given to an occupant pursuant to the terms of this By-Law, the notice shall meet the following criteria:

- (a) it shall be in writing, signed by a person who is authorized to sign such notices on behalf of the condominium development;
- (b) it shall be delivered to the occupant by one of the following methods:
  - (i) registered mail, in which case it shall be deemed to have been received by the occupant on the third (3<sup>rd</sup>) day following the day on which it was sent;
  - (ii) courier, in which case it shall be deemed to have been received by the occupant on the second (2<sup>nd</sup>) day following the day on which it was sent;

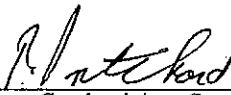


(iii) hand-delivery by an agent of the Board, in which case it shall be deemed to have been received on the day on which it was delivered.

DATED: 8/9/98

  
\_\_\_\_\_  
Carleton Condominium Corporation #353  
Per: Adrien André, President

DATED: 10/9/98

  
\_\_\_\_\_  
Carleton Condominium Corporation #353  
Per: Roger Pritchard, Treasurer

CONDOMINIUM ACT

CERTIFICATE

By-Law Number 2

Carleton Condominium Corporation ~~Number~~ 353 hereby certifies that By-Law Number 2 attached hereto was made in accordance with the Condominium Act, R.S.O. 1990, Chapter 26, and any amendments thereto, the Declaration and the By-Laws of the Corporation, and that the said By-Law Number 2 has not been amended and is in full force and effect.

DATED at the City of Gloucester, in the Regional Municipality of Ottawa-Carleton, this 15 day of October, 1998.

CARLETON CONDOMINIUM  
CORPORATION ~~NUMBER~~ 353

Per: *R. Pritchard*  
Roger Pritchard, Treasurer

*I have authority to  
bind the Corporation.*

Schedule "A"

**CARLETON CONDOMINIUM CORPORATION NO. 353  
BY-LAW NO. 3**

BE IT ENACTED as By-law No. 3 (being a By-law to define standard units) of Carleton Condominium Corporation No. 353 (hereinafter referred to as the "Corporation") as follows:

**ARTICLE I  
DEFINITIONS**

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

**ARTICLE II  
GENERAL**

- (1) The purpose of this By-law is to define the standard units in this condominium.
- (2) Where the materials or specifications set out in this By-law are uncertain or incomplete, the standard unit specifications and materials shall be consistent with "Builder's Standard" construction. In the case of any dispute as to what constitutes "Builder's Standard", a comparison shall be had to the quality of the particular feature being offered by builders of comparable construction at the time of the damage.
- (3) The standard unit does not include features which are part of the common elements. The Corporation's declaration determines which features are part of the common elements and which features are part of the units. To the extent that the attached schedules include features which are part of the common elements, they are included for reference and information purposes. They are not intended to be part of the standard unit.
- (4) Except as otherwise indicated in this By-law, the standard unit(s) shall include all features of the units mentioned in the declaration or shown in the description (including all registered architectural and structural drawings) of the condominium. In the case of any inconsistency between description and the schedules to this By-law, the schedules to this By-law shall prevail.
- (5) All replacement materials and re-construction shall conform to the current Ontario Building Code, Ontario Fire Code, Ontario Electrical Safety Code, current Municipal regulations and by-laws, and all applicable bulletins in force. If any component of the standard unit must be upgraded or changed in order to comply with any applicable governmental regulation or code or other law applicable to the repair of insured damage or destruction, the said upgrade or change shall be considered part of the standard unit despite not being clearly defined herein as being part of the standard unit.
- (6) Where the schedules to this By-law refer to specific brands of equipment or materials, this shall be deemed to include equivalent brands.
- (7) See Schedule "1" for standard unit description. Unit boundaries are shown in declaration and description.

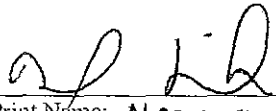
**ARTICLE III  
MISCELLANEOUS**

- (1) Invalidity: The invalidity of any part of this By-law shall not impair or affect in any manner the validity and enforceability or effect of the balance thereof.
- (2) Waiver: No restriction, condition, obligation or provision contained in this By-law shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.
- (3) Headings: The headings in the body of this By-law form no part thereof but shall be deemed to be inserted for convenience of reference only.
- (4) Alterations: This By-law or any parts thereof may be varied, altered or repealed by a By-law passed in accordance with the provisions of the Act, and the Declaration.
- (5) Preparation: This document was prepared in the year 2008 by Nelligan O'Brien Payne LLP in conjunction with the corporation.

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

DATED this 16<sup>th</sup> day of JULY, 2008.

CARLETON CONDOMINIUM CORPORATION NO. 353

  
 \_\_\_\_\_  
 Print Name: Norman Robbins  
 Print Title: President

I have authority to bind the Corporation.

Schedule "1"  
Carleton Condominium Corporation No. 353  
Specifications

# Lavolette

## buildingengineering

June 27, 2008

Job No. L1407  
By Mail

Carleton Condominium Corporation No. 353  
% Ms. Kelly Tersigni  
Condominium Management Group  
335 Catherine Street, Suite 200  
Ottawa, Ontario  
K1R 5T4

28 Concourse Gate, Unit 2  
Ottawa, Ontario  
Canada K2E 7T7  
Tel: (613) 226-4204  
Fax: (613) 226-9514

Building Condition Assessments  
Reserve Fund Studies  
Building Envelope Investigations  
Roofing Investigations  
Remedial Design  
Construction Inspections  
Technical Audits  
Energy Audits

[www.lav-eng.ca](http://www.lav-eng.ca)

Attention: Ms. Kelly Tersigni

CCC 353 - FINAL STANDARD UNIT DEFINITION

Dear Ms. Tersigni:

Please accept this letter as the standard unit definition for CCC 353, a 45-unit commercial condominium complex located in the Canotek business park in the City of Ottawa. The complex is comprised of two buildings, with 5320 Canotek Road containing three units and 5330 Canotek Road containing 42 units. It should be noted that owners frequently occupy multiple units as required for individual commercial use. As such, a current set of floor plans showing individual spaces and fit-ups does not exist. However, a general floor plan of 5330 Canotek Road showing the location of units is appended to this letter. A floor plan of 5320 Canotek Road was not provided, however, it was reported that this building is occupied by one owner. Standard unit finishes for all units are as follows:

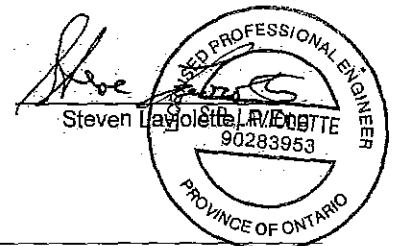
<u>Building Element</u>	<u>Material &amp; Finish</u>
Floors	• unfinished top surface of concrete slab-on-grade
Exterior Walls	• unfinished inside surface of finish drywall
Electrical Room Walls	• unfinished outside surface of concrete block masonry walls
Ceiling	• horizontal plane 5,450 mm above unfinished surface of concrete floor
Plumbing	• rough-in plumbing for sink and toilet

In essence, interior fit-ups and finishes at CCC 353 are the owners' responsibility. As such, the standard unit finishes are limited to the unfinished interior surfaces of building elements for floors and exterior walls while ceilings are formed by a horizontal line 5,450 mm above the finished floor. As such, all modifications to the interior of units are considered to be improvements.

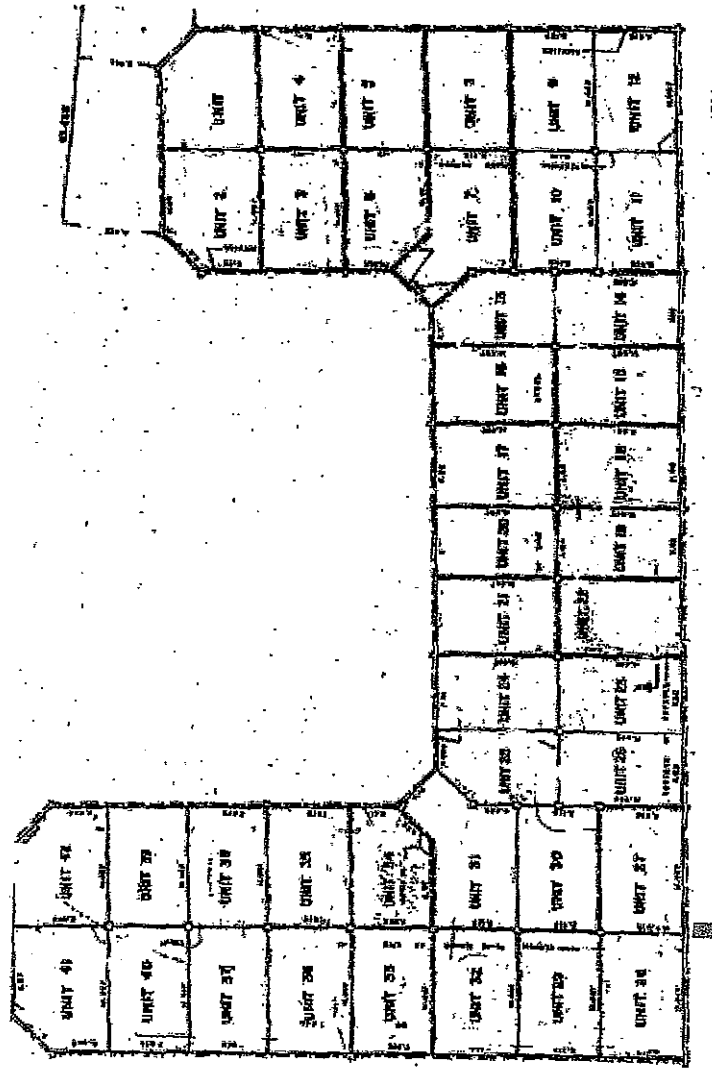
We trust that the above is satisfactory, but please feel free to call if you have any questions or comments.

Sincerely,

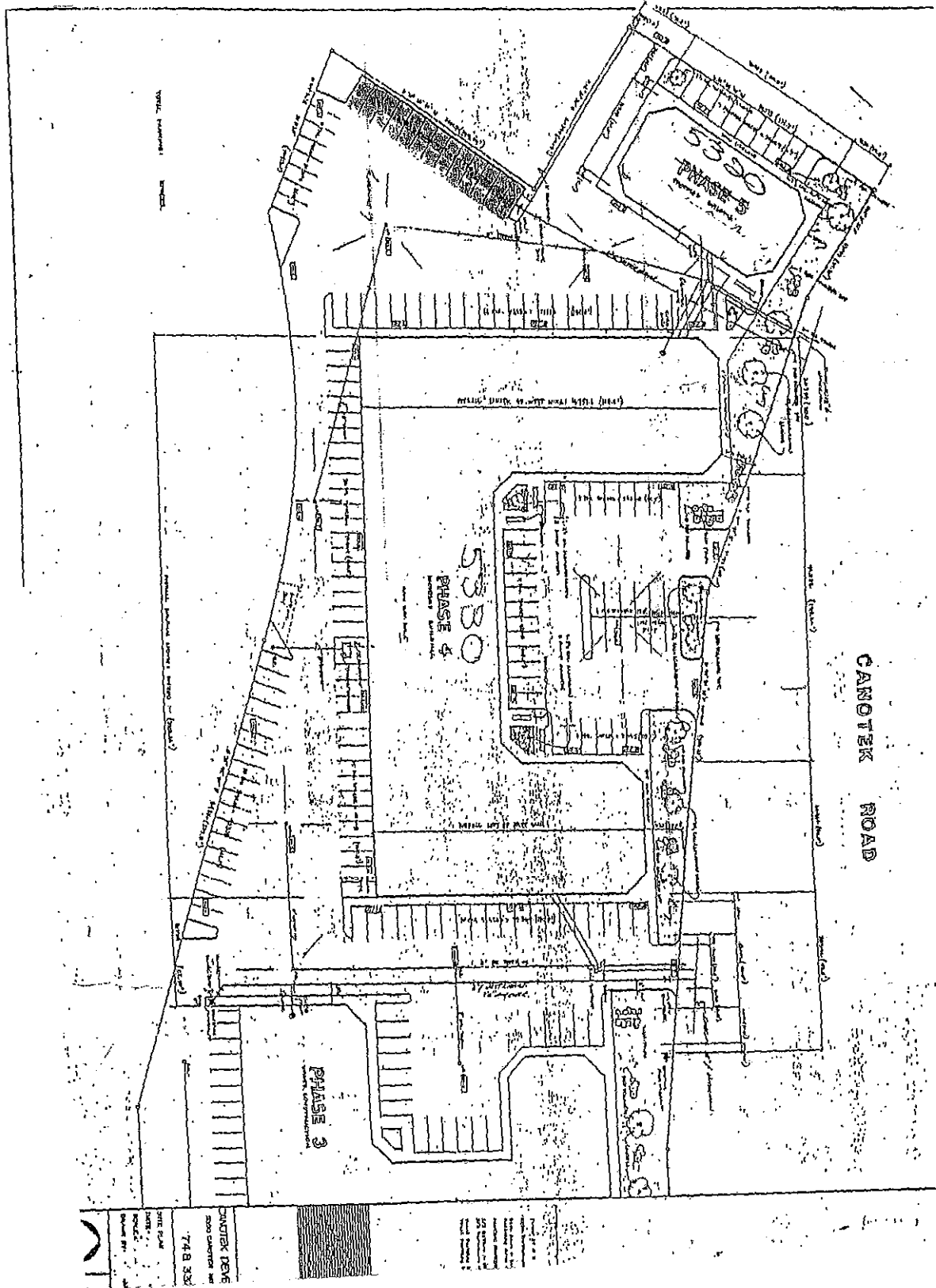
  
Phil Lalonde,  
Architectural Technologist



Schedule "1" (cont'd)  
Carleton Condominium Corporation No. 353



Schedule "1" (cont'd)  
Carleton Condominium Corporation No. 353



Schedule "A"

**CARLETON CONDOMINIUM CORPORATION NO. 353**

**BY-LAW NO. 4**

BE IT ENACTED as By-Law No. 4 (being a by-law to amend By-law No. 1) of CARLETON CONDOMINIUM CORPORATION NO. 353 (hereinafter referred to as the "Corporation") as follows:

**ARTICLE I.  
DEFINITIONS**

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

**ARTICLE II.  
AMENDMENTS TO BY-LAW NO. 1**

The corporation's By-law No. 1 is hereby amended as follows:

(1) By replacing Article 3.02 of By-law No. 1 with the following:

**Quorum – The number of directors shall be seven (7) of whom four (4) shall constitute a quorum for the transaction of business at any meeting of the board. Notwithstanding vacancies, the remaining directors may exercise all the powers of the board so long as a quorum of the board remains in office.**

(2) By replacing Article 3.04 of By-law No. 1 with the following:

**Election and Term - The Directors' terms are staggered. At the 2017 Annual General Meeting, elections shall be held in order to result in a Board with Directors' terms expiring as follows:**

<u>Number of Directors</u>	<u>Year of Expiration of Term</u>
-----	2018
-----	2019
-----	2020

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



of the relevant year. In any event, Directors may continue to act until their successors are elected.

In the event of an election to fill Directorships with terms expiring in different years, the person(s) receiving the most votes shall be elected to the Directorships with the longer remaining term(s).

**ARTICLE III.  
MISCELLANEOUS**

1. Invalidity: The invalidity of any part of this by-law shall not impair or affect in any manner the validity and enforceability or effect of the balance thereof.
2. Waiver: No restriction, condition, obligation or provision contained in this by-law shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.
3. Headings: The headings in the body of this by-law form no part thereof but shall be deemed to be inserted for convenience of reference only.
4. Alterations: This by-law or any part thereof may be varied, altered or repealed by a by-law passed in accordance with the provisions of the Act, and the Declaration.
5. Preparation: This document was prepared in the year 2017 by Davidson Houle Allen LLP Condominium Law in conjunction with the corporation.

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

DATED this        day of        , 2017.

**CARLETON CONDOMINIUM CORPORATION NO. 353**

 (Ian Casey)

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

 (

I have authority to bind the Corporation.

## CARLETON CONDOMINIUM CORPORATION NO. 353

### BY-LAW NO. 5

BE IT ENACTED as By-law No. 5 (being a By-Law to amend By-Law No. 1 (Article 12.01 and Schedule "A") and repeal By-Law No. 2 of Carleton Condominium Corporation No. 353 (hereinafter referred to as the "Corporation") as follows:

#### ARTICLE I DEFINITIONS

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

#### ARTICLE II AMENDMENTS TO BY-LAW NO.1 AND REPEAL OF BY-LAW NO. 2

1. The Corporation's By-law No. 1 is hereby amended as follows:
  - a. By repealing Article 12.01 of By-law No. 1.
  - b. By removing the Rules and Regulations attached as Schedule "A" to By-law No. 1.
2. The Corporation's By-law No. 2 is hereby repealed.

#### ARTICLE III MISCELLANEOUS


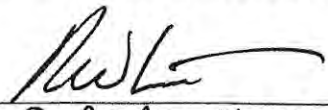
1. Invalidity: The invalidity of any part of this by-law shall not impair or affect in any manner the validity and enforceability or effect of the balance thereof.
2. Waiver: No restriction, condition, obligation or provision contained in this by-law shall be deemed to have been abrogated or waived by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

5. Preparation: This document was prepared in the year 2019 by Davidson Houle Allen LLP in conjunction with the Corporation.

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

DATED this 16<sup>th</sup> day of July, 2019.

**CARLETON CONDOMINIUM CORPORATION NO. 353**

	
Name: _____	ROBERT MURTER
Title: _____	TREASURER
<i>President</i>	

I have authority to bind the Corporation.