

DECLARATION

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

ALEXANDER DEVELOPMENTS INC.

(hereinafter called the "Declarant")

WHEREAS the Declarant is the owner in fee simple of lands and promises situate in the City of Ottawa, 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 a building upon the said lands containing twenty-two (22) residential units.

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

NOW THEREFORE THE DECLARANT DECLARES AS FOLLOWS:

ARTICLE I INTRODUCTORY

1.1 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.

1.2 Statement of Intention:

The Declarant intends that the lands and premises described in Schedule "A" be governed by the Act, and any amendments thereto.

1.3 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.

1.4 Boundaries of Units and Monuments:

The monuments controlling the extent of the units are the physical surfaces mentioned in the boundaries of the Units, no Unit includes structural walls, wires, pipes, cables, conduits, ducts, flues, breaker boxes used for power or public utility lines within a unit which serve other Units as well as that of the Owner.

1.5 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 100%.

1.6 Address for Service and Mailing Address of the Corporation:

The Corporation's address for service shall be 234 Montreal Road, Vanier, Ontario, K1L 8E3 or such other address as the Corporation may by resolution of the board determine, and the mailing address of the Corporation shall be, Unit 401, 1974 St-Laurent Blvd., Ottawa, Ontario.

ARTICLE II
COMMON EXPENSES

2.1 Specification of Common Expenses:

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

2.2 Payment of Common Expenses:

Each owner, including the Declarant, shall pay to the Corporation his proportionate share of the common expenses, as may be provided for by the by-laws of the Corporation, and the assessment and collection of contributions toward the common expenses may be regulated by the board pursuant to the by-laws of the Corporation.

ARTICLE III
UNITS

3.1 Meaning of "Unit":

Wherever in any agreement respecting a unit, or in this Declaration, the by-laws, the common element rules, or any mortgage or conveyance of a unit, the term "unit" is used, it shall include for all purposes the interest in the common elements appurtenant to such unit unless a contrary intention is specifically stated.

3.2 Occupation and Use:

The occupation and use of the units shall be in accordance with the following restrictions and stipulations:

- (a) All units shall be occupied only for the purposes of a single family dwelling 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, nor prevent the Declarant while owning and seeking to sell 10% or more of the units, in both cases actively taking all reasonable steps to sell those units, may maintain a sales offices, advertising signs and suites as models for display but not so as to interfere with the reasonable use and enjoyment of the common elements or other units;
- (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 or the reduction in coverage thereunder. 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 tenants, residents and visitors in his unit to comply with the Act, the Declaration, the by-laws and the rules;
- (d) No boundary wall, load-bearing partition wall, floor, door or window, toilet, bath tub, wash basin, sink, heating, plumbing or electrical installation contained in 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 or Manager, in its absolute discretion, to be a nuisance shall be kept by any owner in any unit. Such owner shall, within two weeks of receipt of a written notice from the Board or the Manager requesting the removal of such pet, permanently remove such pet from the property. No breeding of pets for sale shall be carried on, in or about any unit.

3.3.1 Rights of Entry to the Unit:

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 of the property.

3.3.2

In case of an emergency, an agent of the Corporation may enter a unit at any time and without notice for the purpose of repairing the unit, common elements including any part of the common elements over which any owner has the exclusive use, or for the purpose of correcting any condition which might result in damage or loss to the property. The Corporation or anyone authorized by it may determine whether an emergency exists.

3.3.3

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.

3.3.4

The Corporation shall retain a key to all locks to each unit. No owner shall change any lock or place any additional locks on the doors to any unit or in the unit or to any part of the common elements of which such owner has the exclusive use without immediately providing to the Corporation a key for each new or changed lock.

3.3.5

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.

3.4.1 Requirements for Leasing:

No owner shall lease his unit unless he causes the tenant to deliver to the Corporation an agreement signed by the tenant, to the following effect:

"I, _____, covenant and agree that I, the members of my household and my guests from time to time, will, in using the unit rented by me and the common elements, comply with The Condominium Act, the Declaration and the By-laws, and all rules and regulations of the Condominium Corporation, during the term of my tenancy."

3.4.2

No lease entered into by the Owner with any tenant shall be valid or binding on the Corporation unless it shall include the following provisions:

"In the event the tenant shall be notified by the Corporation that the Landlord is in default of any payment due to the Corporation by the landlord as Owner, the tenant shall deduct from the rent payable under this lease the amount of the arrears alleged by the Corporation to be owing by the Owner and the payment thereof by the tenant to the Corporation shall be conclusively deemed payment of rent under this lease."

3.4.3

Where a tenant residing in a Unit is in breach of any of the provisions of this Declaration, the By-laws and/or rules and regulations of the Corporation and such breach continues for a period of at least ten days following written notification by the board of directors 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 days after notification, to remedy such breach (and the opinion of the board of directors or the property manager shall be conclusive in this regard) The Corporation shall be and is hereby irrevocably authorized, constituted and appointed the true and lawful attorney of the unit owner for and in his name to do the following:
 - (i) given notice to the tenant to terminate the tenancy in accordance with the Landlord and Tenant Act of Ontario;
 - (ii) apply for an Order declaring the tenancy terminated in accordance with the Landlord and Tenant Act;
 - (iii) do all manner of acts, assurances, deeds, covenants and things as shall be required and as the Corporation or its counsel may see fit for any or all of the foregoing purposes.

3.4.4

Any owner leasing his unit shall not be relieved hereby from any of his obligations with respect to the unit, which shall be joint and several with his tenant.

ARTICLE IV COMMON ELEMENTS

4.1 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.

4.2.1 Additions, Alterations and Improvements:

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.

4.2.2

No alteration, work, repairs, 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.

4.2.3

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.

4.2.4 Signs:

No unit owner, except the Declarant may inscribe, paint or affix any sign, advertisement, or notice on any part of the outside of the buildings nor on any part of the common elements. The Declarant is entitled to erect and maintain signs for marketing and sales purposes upon the common elements and within or outside any unsold units at such locations and having such dimensions as it may determine until all units have been sold and conveyed.

4.2.5 Parking:

No unit owner or his tenant, or member of either of their households shall park upon any of the parking spaces not allocated to him nor any of the parking areas designated by the Board from time to time as visitors' or other owners' parking. Visitors' parking shall be designated by the Board and may be redesignated from time to time.

4.2.6 Exclusive Use of Parts of Common Elements:

Subject to the compliance with the Act, the Declaration, By-laws and the rules passed pursuant to the Act, the owner of each unit shall have the exclusive use of those parts of the common elements as set out in Schedule "F" attached hereto.

4.2.7 Restrictive Access:

Without the consent in writing of the Board, no owner shall have any right of access to those parts of the common elements used from time to time as utilities areas, building maintenance storage areas, operating machinery, or any other part 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 10% of the units, who shall have a right of access for inspection upon 48 hours notice to the building manager.

4.2.8 Pets:

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

4.2.9 Parking Spaces:

The owner of each unit shall be entitled to the use of one parking space as designated by the Board of Directors from time to time.

**ARTICLE V
MAINTENANCE AND REPAIRS**

5.1

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 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. For the purpose of the Declaration and By-laws of the Corporation:

- (a) Repair shall mean restore to good condition, remedy and set right again after damage;
- (b) Maintain or Maintenance shall mean the restoration of wear and tear;
- (c) The standard of repair and maintenance in respect of the Property shall be that standard appropriate to the nature, style and quality of the Property and in the event of difference or dispute, the decision of the Corporation shall be binding on all persons affected thereby.

5.2

Each owner shall maintain and repair after damage those parts of the common elements of which he has the exclusive use and shall keep clean any balcony area or patio area which the unit has sole access to.

5.3

The Corporation shall make any repairs that an owner is obligated to make and that he does not make within a reasonable time; and in such an event, an owner shall be deemed to have consented to having repairs done to his unit by the Corporation; and an owner shall reimburse the Corporation in full for the cost of such repairs, including any legal or collection costs incurred by the Corporation in order to collect the costs of such repairs, and all such sums of money shall bear interest at a rate per annum equal to 4% in excess of the prime rate of interest as charged from time to time by the Bank of Montreal at its main office in Ottawa on loans made in Canadian currency to its most credit worthy customers. The Corporation may collect all such sums of money in such instalments as the Board may decide upon, which instalments shall be added to the monthly contributions towards the common expenses of such owner, after receipt of a notice from the Corporation thereof. All such payments are deemed to be additional contributions towards the common expenses and recoverable as such.

5.4

Subject to the provisions of Article 5.2 and 5.6 hereof, the Corporation shall repair and maintain the common elements and shall repair and maintain the exterior of 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 window frames 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.

5.5

Each owner shall be responsible to deliver his garbage to a designated area once a week for garbage collection by the city.

**ARTICLE VI
EXPROPRIATION**

6.1 Total Expropriation:

In the event of expropriation of the whole of the project, the compensation to be paid for the whole of the project shall be negotiated and finalized by the Corporation, whether or not proceedings are necessary and the compensation less expenses involved, if any, in obtaining the said compensation shall be distributed among the unit owners in proportion to their interest in the common elements. Notwithstanding the award for the expropriation of the whole project, the rights of each unit owner shall be separate to negotiate and finalize their personal compensation for improvements made to the unit after registration of this Declaration and the Description, cost of moving and other similar items personal to each unit owner.

6.2.1 Part of Common Elements Only Taken:

If no units are affected by the expropriation and the expropriation includes part of the common elements, the compensation shall be negotiated and finalized by the Corporation, whether or not proceedings are necessary, and the compensation shall be distributed among the unit owners in proportion to their interest in the common elements.

6.2.2

Any portion of the proceeds received on expropriation that is attributable to any portion of the common elements that are to be used only by the owners of designated units and not by all the owners shall be divided among the owners of the designated units affected in the proportion in which their interests are affected.

6.3 Partial Expropriation Including Units:

In the event of a partial expropriation which includes some units, each owner whose unit is expropriated shall deal with the expropriating authority with regard to compensation relating to his unit and interest in the common elements. The compensation for the damage suffered by the remaining owners shall be negotiated and finalized by the Corporation, whether or not proceedings are necessary and the compensation shall be distributed proportionately among the remaining owners. The Condominium Corporation shall notify all interested mortgagees within ten days after notice of expropriation is received. The cost of restoring the balance of the project so that it may be used shall be determined by the Corporation, and the Corporation shall negotiate with the expropriating authority with regard to compensation for this expenditure, and shall, unless the government of the property by the Act is terminated in 30 days of the receipt of such compensation, in trust, reconstruct, using the funds received for such reconstruction.

**ARTICLE VII
OBLIGATIONS IN EVENT OF SALE OR MORTGAGING**

7.1

Each owner shall, in the event he conveys or mortgages his unit, notify the Corporation of the conveyance or mortgage within seven days of the registration of the documents relating thereto. Unit owner as used in the within paragraph shall be deemed to include a Purchaser.

**ARTICLE VIII
DAMAGE**

8.1 Procedures Where Damage Occurs:

Where the board, pursuant to Section 42 of the Act, has determined that there has been substantial damage to 25% of the building, a meeting of the owners shall be called for the purpose of voting for termination.

8.2 Plans and specifications:

A complete set of all the plans and specifications given to the board by the Declarant, together with plans and specifications for any additions, alterations, or improvements from time to time made to the common elements, or to any unit with prior consent in writing of the board, shall be maintained in the office of the corporation at all times, for the use of the corporation in rebuilding or repairing any damage to the building, and for the use of any owner.

**ARTICLE IX
INSURANCE TRUSTEE AND PROCEEDS OF INSURANCE**

9.1 Insurance Trustee:

The corporation shall enter into an agreement with an Insurance Trustee which shall be a Trust Company registered under the Loan and

Trust Corporation Act, or shall be a Chartered Bank, 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, where such proceeds exceed \$5,000.00;
- (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;
- (d) the notification by the Insurance Trustee to the mortgagees of any insurance monies received by it.

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

9.2 Repair After Damage:

In the event that:

- (a) The corporation is obligated to repair any unit insured in accordance with the provisions of the Act, the Insurance Trustee shall hold all proceeds for the corporation and shall disburse same in accordance with the provisions of the Insurance Trust Agreement, in order to satisfy the obligation of the corporation to make such repairs;
- (b) there is no obligation by the corporation to repair any unit in accordance with the provisions of the Act and there is 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 interests in the common elements and shall pay such proceeds to the owners in such proportions, upon registration of a notice of termination by the corporation. 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 the 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 building, or
 - (ii) there has been substantial damage to 25% of the building and within 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 X
INSURANCE

10.1 By the Corporation:

The Corporation shall obtain and maintain the following insurance:

- (a) Insurance against major perils and such other perils as the board may from time to time deem advisable, insuring the property, but excluding improvements and betterments made or acquired by an owner, in an amount equal to the replacement cost thereof;
- (b) Insurance against damage to personal property owned by the corporation but not including furnishings, furniture or other personal property supplied or installed by the owners, in an amount equal to the replacement cost thereof;

Every policy or policies 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 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 60 days prior written notice to the corporation, the Insurance Trustee and all other parties whose interests appear thereon;
 - (iii) waivers of any defence based on co-insurance or invalidity arising from the conduct or any act or omission or breach of a statutory condition of any insured;
 - (iv) a waiver of the insurer's option to repair, rebuilding, 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 \$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 of 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.

10.2 General Provisions:

- (a) Prior to obtaining any policy or policies of insurance under paragraph 1(a) and (b) of this Article, or any renewal or renewals thereof, 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 rights, 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 suite, shall be bound by such adjustment. Provided, however, that the board may, in writing, authorize an owner to adjust any loss to his unit.
- (c) The mortgagee in every mortgage registered against the security of any unit shall be deemed to have waived any contractual or statutory provision giving the mortgagee the right to have the proceeds of any insurance policy or policies applied on account of the mortgage and thereby prevent application of the proceeds of any insurance policy or policies towards the repair of the property pursuant to the provisions of this declaration. This paragraph (c) shall be read without prejudice to the right of any mortgagee to exercise the right of any owner to vote or to consent, if the mortgage itself contains a provision giving the mortgagee that right, and also to the right of any mortgagee to receive the proceeds of any insurance policy, if the property is not required.
- (d) A certificate or memorandum of all insurance policies and endorsements thereto shall be issued as soon as possible to each owner and a duplicate original or certified copy of the policy to each mortgagee; renewal certificates or certificates of new insurance policies shall be furnished to each owner and renewal certificates or certified copies of new insurance policies to each mortgagee not later than ten days before the expiry of any current insurance policy. The master policy for any insurance coverage shall be kept by the corporation in its offices, available for inspection by an owner or mortgagee on reasonable notice to the corporation. 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.
- (e) No insured, other than the corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the corporation, or to direct that loss shall be payable in any manner other than as provided in this declaration and the Act.

10.3 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 or improvements or betterments made or acquired by the owner with respect to his unit and for furnishings, fixtures, equipment, decorating and personal property and chattels of the owner contained within his unit, and his personal property and chattels stored elsewhere on the property, including his automobile or automobiles, and for loss of use and occupancy of his unit in the event of damage, which policy or policies of insurance shall contain waiver of subrogation against the corporation, its manager, agents, employees and servants, and against the other owners and any members of their household, except for vehicle impact, arson, fraud, vandalism and 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.

ARTICLE XI
FIRST MEETING

11.1

As soon as practicable after the registration of this Declaration, the owners may, without notice, hold their first meeting for the purposes of electing a Board of Directors. The Board so elected may, without notice, hold its first meeting provided a quorum of directors is present. Any special by-law and any by-law passed by the board, from time to time, may be confirmed by the owners without a meeting provided the consent to and confirmation of the special by-law or by-laws by owners who own 100% of the units is endorsed thereon.

ARTICLE XII
MISCELLANEOUS

12.1 Units Subject to Declaration, By-laws, Common Elements Rules and Rules and Regulations:

All present and future owners, tenants and residents of units, their families, guests, invitees or licensees, shall be subject to and shall comply with the provisions of this Declaration, the by-laws, and any other rules and regulations of the corporation. The acceptance of a deed or transfer, or the entering into a lease, or the entering into occupancy of any unit, shall constitute an agreement that the provisions of this Declaration, the by-laws, and any other rules and regulations, as they may be amended from time to time, are accepted and ratified by such owner, tenant or resident, and all of such provisions shall be deemed and taken to be covenants running with the unit and shall bind any person having, at any time, any interest or estate in such unit as though such provisions were recited and stipulated in full in each and every such deed or transfer or lease or occupancy agreement.

12.2 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.

12.3 Waiver:

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

12.4 Conflict:

In case of conflict between any provision hereof and the Act, the Act governs. In case of conflict between any provision and any By-law or Rule and the Act or this Declaration, the Act or this Declaration, as the case may be, governs. The invalidity of any part of this Declaration does not affect the validity of the remainder.

12.5 Construction of Declaration:


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

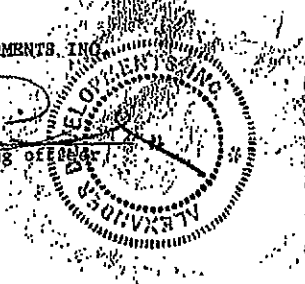
12.7 Headings:

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 Vanier, Ontario, this 18 day of December, 1986.

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

ALEXANDER DEVELOPMENTS, INC.
Per: 
Authorized Signing Officer



SCHEDULE "A"

LEGAL DESCRIPTION

Part Lot 27, Concession 3 (Ottawa Front)
Township of Gloucester (now in the City of Ottawa)
Regional Municipality of Ottawa-Carleton
Designated as Part One (1),
Plan 4R-5406 Registered in the Registry
Office for the Land Titles Division of Ottawa-Carleton no. 4
And being all of Parcel 27-21 in the Registrar for
Section Gloucester-3 (Ottawa Front)
Subject to an Easement in favor of Skyline Cablevision Limited
over all Part 1, Plan 4R-5406 as set out in
Transfer No. 488201

SCHEDULE "B"

CONSENT UNDER CLAUSE 3(1)(B) OF THE ACT

The Bank of Nova Scotia, having a registered charge within the meaning of Clause 3(1)(b) of The Condominium Act, registered as Instrument No. 469938 in the Land Registry Office for the Land Registry Division of Ottawa (No. 5) and filed as Instrument No. 469938 in the Land Registry Office for the Land Titles Division of Ottawa-Carleton (No. 5) and filed as Instrument No. 469938 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 Schedule "A".

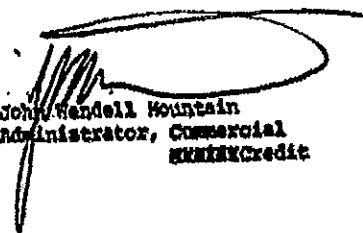
DATED at Vanier, Ontario, this day of , 1986.

Per:

1. Power of Attorney registered on April 28, 1986, as instrument 453440 in the land registry office for the Registry Division of Ottawa-Carleton.
2. The attorney states that to the best of the attorney's knowledge and belief the power of attorney is still in full force and effect.
3. The attorney states that the attorney is at the time of execution of this instrument the holder of the office referred to below.

THE BANK OF NOVA SCOTIA
By its attorney named opposite

132/97


John Wendell Mountain
Administrator, Commercial
Credit

1987 02 28

SCHEDULE "C"

BOUNDARIES OF UNITS AND MONUMENTS

The unit boundaries are the physical surfaces hereinafter referred to:

Horizontal Boundaries

The units are limited vertically by the following physical surfaces:

- (a) The upper line and face of the floor joists below the unit on all levels except Level 1.
- (b) The upper surface of the poured concrete floor slab below the unit on Level 1 only.
- (c) The upper surface of the drywall ceiling.

Vertical Boundaries

The units are limited horizontally by the following physical surfaces:

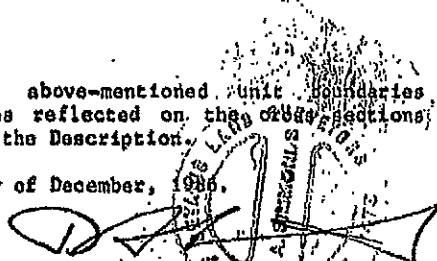
- (a) The unitside line and face of framing studs on all exterior walls and walls dividing units.
- (b) The unitside unfinished surfaces of all window frames, door frames and doors leading out of the unit.
- (c) The unitside surface of all window panes.

Notwithstanding the foregoing, the unit shall not include such wires, conduits or public utility lines that service other units as well as that of the owner.

Surveyors Certificate

I hereby certify that the above-mentioned unit boundaries correspond with the unit boundaries reflected on the other sections shown on Part 1, Sheets 1, 2 & 3 of the Description.

Dated at Ottawa this 18th day of December, 1986.


D.A. Simmonds
Ontario Land Surveyor

PROFESSIONAL SURVEYOR
ONTOARIO
100113055

SCHEDULE "D"

PERCENTAGE INTEREST IN COMMON ELEMENTS
PERCENTAGE CONTRIBUTION TO COMMON EXPENSES
MONTHLY CONDOMINIUM FEE

<u>Unit</u>	<u>Level</u>	<u>Percentage Interest</u>	<u>and</u>	<u>Percentage Contribution</u>
1	1	4.54545		4.54545
2	1	4.54545		4.54545
3	1	4.54545		4.54545
4	1	4.54545		4.54545
5	1	4.54545		4.54545
6	1	4.54545		4.54545
1	2	4.54545		4.54545
2	2	4.54545		4.54545
3	2	4.54545		4.54545
4	2	4.54545		4.54545
5	2	4.54545		4.54545
6	2	4.54545		4.54545
1	3	4.54545		4.54545
2	3	4.54545		4.54545
3	3	4.54545		4.54545
4	3	4.54545		4.54545
5	3	4.54545		4.54545
6	3	4.54545		4.54545
1	4	4.54545		4.54545
2	4	4.54545		4.54545
3	4	4.54545		4.54545
4	4	4.54555		4.54555
		<u>100 %</u>		<u>100 %</u>

SCHEDULE "E"

COMMON EXPENSES

Common Expenses, without limiting the definition ascribed thereto by the Act, shall include the following:

- (a) All expenses of the corporation incurred by it or the Board in the performance of the objects and duties of the corporation whether such objects or duties are imposed under the provisions of the Act or of this Declaration or performed pursuant to any by-law 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, utilities and services including, without limiting the generality of the foregoing, levies or charges for:
 - garbage collection;
 - insurance premiums;
 - water and sewage, unless separately metered for each unit;
 - electricity, unless separately metered for each unit;
 - fuel, including gas, oil, electricity and coal, unless separately metered for each unit;
 - maintenance materials, tools and supplies;
 - snow removal and landscaping;
 - realty taxes (including local improvement charges) levied against the entire property until such time as such realty taxes are levied against each unit;
- (c) Remuneration payable by the corporation to any management firms or 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, the board, its duly authorized agents, servants and employees for the purpose of performing any or all of the duties of the corporation, including without limitation legal, engineering, accounting, expert appraisal, advisory, maintenance, managerial and secretarial services;
- (f) The cost of furnishings and equipment for use in and about the common elements including the repair, maintenance, operation or replacement thereof;
- (g) All sums of money paid or payable by the corporation pursuant to the provisions of subsections (4) and (5) of Section 38 of the Act, as amended;
- (h) The cost of borrowing money for the purpose of carrying out the objects and duties of the corporation;
- (i) The cost of insurance appraisals;
- (j) The fees of the Insurance Trustee.

SCHEDULE "B"

EXCLUSIVE USE OF PARTS OF COMMON ELEMENTS

1. The owner of a unit shall have the exclusive use of any balcony adjoining his unit.

The exclusive use of the above-mentioned portions of the common elements shall be subject to the provisions of the Declaration, the by-laws of the corporation and the rules and regulations passed pursuant thereto, and subject to the right of entry in favour of the corporation to those areas of the exclusive use portions of the common elements which may be necessary to permit repairs and maintenance thereto, or to give access to the utility and service areas adjacent thereto.

247

2024/08/28
10:58 AM

495470

CERTIFICATE OF RECEIPT
OTTAWA-CARLETON NO.4
AT OTTAWA

'87 APR 4 AM 10 34

Susan Webb
SUSAN WEBB
CERTIFICATION OFFICER

19

5344 MAR 26 RA 7240010:41
ANTIQUE \$72.00
CREQUE \$72.00

CP 367

nonconole

LAND REGISTRY #4

REG. BY	602
F.F. NO. OR PAGE	901
ASST. BY	90
CHECKED BY	
MICRO. BY	

50
22 units
72-

<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;">496140</p> <p style="text-align: center;">RECEIVED OFFICE OF THE REGISTRAR AT OTTAWA</p> <p style="text-align: center;">'87 FEB 11 PM 3 44</p> <p style="text-align: center;"><i>D. McKay</i> DANA E. MEKAY CERTIFICATION OFFICER</p>	(1) Registry <input type="checkbox"/>	Land Titles <input checked="" type="checkbox"/>	(2) Page 1 of 3 pages	
	(3) Property Identifier(s)	Block	Property	Additional See Schedule
	(4) Nature of Document By-Law (Section 28)(5) Condominium Act			
	(5) Consideration Dollars \$			
(6) Description All units and Common Elements comprising the property included in Carleton Condominium Plan No. 367 City of Ottawa, 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 Schedule <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 type="checkbox"/>		

(8) This Document provides as follows:

By-Law No. 2 of Carleton Condominium Corporation No. 367 more particularly described in a Schedule attached hereto.

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. 367 (Applicant) by its solicitor Paul M. COLONNIER	 Paul M. COLONNIER	1987 03 29

(11) Address for Service c/o Paul COLONNIER, 234 Montreal Road, Vanier, Ontario, K1L 8E3

(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: LALONDE, CHARTRAND & GOUIN 234 Montreal Road Vanier, Ontario K1L 8E3 Ref: Alexander Developments Inc.	<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%;"></td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td>Total</td> <td> </td> </tr> </table>	Fees and Tax		Registration Fee						Total	
Fees and Tax												
Registration Fee												
Total												

CONDOMINIUM CORPORATION NO. 367

BY-LAW NO. 2

A by-law respecting the borrowing of money, the issue of securities and the securing of liabilities by the Corporation.

BE IT ENACTED as a by-law of Ottawa-Carleton Condominium Corporation No. 367 (hereinafter referred to as the "Corporation") as follows:

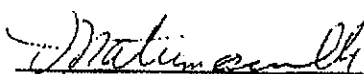
1. That the Directors of the Corporation may from time to time:
 - (a) borrow money on the credit of the Corporation;
 - (b) charge, mortgage, hypothecate or pledge all or any of the real or personal property of the Corporation, including book debts and unpaid calls, rights, powers, franchises and undertakings to secure any such securities or other monies borrowed, or other debts, or any other obligation or liability of the Corporation;
 - (c) delegate to such one or more of the officers and directors of the Corporation as may be designated by the directors all or any of the powers conferred by the foregoing clauses of this by-law to such extent and in such manner as the directors shall determine at the time of such delegation;
 - (d) give indemnities to any director or other person who has undertaken or is about to undertake any liabilities on behalf of the Corporation or any corporation controlled by it, and secure any such director or other person against loss by giving him by way of security a mortgage or charge upon the whole or any part of the real and personal property, undertaking and rights of the Corporation; and
 - (e) provided that any borrowing of money in excess of the sum of FIVE THOUSAND (\$5,000.00) DOLLARS for any one occurrence shall require the approval of the owners owning a majority of the units, at a duly called meeting.

The foregoing by-law No. 2 is hereby passed by the Board of Directors of the Corporation pursuant to the Condominium Act of Ontario.

DATED this 9th day of March, 1987.




 PAUL M. COLONNIER (President)



 IRENEE LATREMOUILLE
 (Vice-President)

Confirmed by the Owners of all units at a meeting duly called for that purpose on March 9th, 1987.

ALEXANDER DEVELOPMENTS INC.

Per: 

 PAUL M. COLONNIER
 (President)

CONDOMINIUM ACT

CERTIFICATE

Carleton Condominium Corporation No. 367 hereby certifies that By-Law No. 2 attached hereto was made in accordance with The Condominium Act, R.S.O. 1980, Chapter 84, and any amendments thereto, the Declaration and the By-Laws of the Corporation, and that the said By-Law No. 2 has not been amended and is in full force and effect.

DATED at the City of Ottawa, in the Regional Municipality of Ottawa-Carleton this 9 of March, 1987.

CARLETON CONDOMINIUM CORPORATION
NO. 367

Per: 

Paul M. Colonnier
(President)


<p style="writing-mode: vertical-rl; transform: rotate(180deg);">FOR OFFICE USE ONLY</p> <p style="font-size: 24pt; font-weight: bold;">496141</p> <p style="font-size: 12pt;">CERTIFICATE OF REGISTRATION</p> <p style="font-size: 12pt;">1987 MAR 11 PM 3 44</p> <p style="font-size: 12pt;">B. RHEAUME BONNIE RHEAUME ASSISTANT DEPUTY LAND REGISTRAR</p>	<p>(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/></p>	<p>(2) Page 1 of 3 pages</p>		
	<p>(3) Property Identifier(s)</p>	<p>Block</p>	<p>Property</p>	<p>Additional: See Schedule</p>
	<p>(4) Nature of Document</p> <p style="text-align: center;">By-Law (Section 29)(5) Condominium Act</p>			
	<p>(5) Consideration</p> <p style="text-align: right;">Dollars \$</p>			
	<p>(6) Description</p> <p>All part of the Common Elements and General Index of Carleton Condominium Plan No. 367 formerly in the Township of Gloucester, now in the City of Ottawa, in the Regional Municipality of Ottawa-Carleton, shown as Part 1 on Reference Plan 4R-5629</p>			
<p>New Property Identifiers</p>	<p>Additional: See Schedule <input type="checkbox"/></p>			
<p>Executions</p>	<p>Additional: See Schedule <input type="checkbox"/></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:

By-Law No. 3 of Carleton Condominium Corporation No. 367 more particularly described in a Schedule attached hereto.

Continued on Schedule

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

<p>(10) Party(ies) (Set out Status or Interest)</p> <p>Name(s)</p> <p>CARLETON CONDOMINIUM CORPORATION, NO. 367 (Applicant) by its solicitor Paul M. COLONNIER</p>	<p>Signature(s)</p> <p style="text-align: center;"> Paul M. COLONNIER</p>	<p>Date of Signature</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Y</td> <td style="text-align: center;">M</td> <td style="text-align: center;">C</td> </tr> <tr> <td style="text-align: center;">1987</td> <td style="text-align: center;">03</td> <td style="text-align: center;">00</td> </tr> </table>	Y	M	C	1987	03	00
Y	M	C						
1987	03	00						

(11) Address for Service: c/o Paul COLONNIER, 234 Montreal Road, Vanier, Ontario, K1L 8E3

<p>(12) Party(ies) (Set out Status or Interest)</p> <p>Name(s)</p>	<p>Signature(s)</p>	<p>Date of Signature</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Y</td> <td style="text-align: center;">M</td> <td style="text-align: center;">C</td> </tr> <tr> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> <td style="text-align: center;"> </td> </tr> </table>	Y	M	C			
Y	M	C						

(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>LALONDE, CHARTRAND & GOVIN 234 Montreal Road Vanier, Ontario K1L 8E3 Ref: Alexander Developments Inc.</p> <p style="text-align: right;">PMC</p>	<p style="text-align: center;">Fees and Tax</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">Registration Fee</td> <td style="width:50%;"></td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td>Total</td> <td> </td> </tr> </table>	Registration Fee								Total	
Registration Fee												
Total												

CONDOMINIUM CORPORATION NO. 367

BY-LAW NO. 3

A Special By-Law respecting the granting of an easement by
CARLETON CONDOMINIUM CORPORATION NO. 367.

WHEREAS pursuant to section 9 of The Condominium Act, R.S.O.
1980, c. 84, a corporation may, by special by-law, grant or transfer an
easement or license through the common elements;

BE IT ENACTED as a special by-law of Carleton Condominium
Corporation No. 367 (hereinafter referred to as the "corporation"), as
follows:

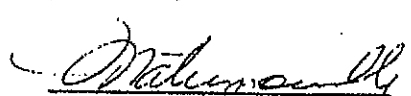
1. The corporation does hereby grant an easement through the common
elements in favour of THE HYDRO ELECTRIC COMMISSION OF THE CITY OF
OTTAWA and its successors in title to the lands, described in the grant
of easement and the occupants, invitees and licencees thereof, and the
Corporation do enter into an agreement;
2. The corporation does hereby authorize the President of the
corporation to execute and deliver a grant easement and agreement and to
execute and deliver an affidavit stating that the said grant was
authorized by the within By-Law of the corporation.
3. The President be and he is hereby authorized to execute such
further and other documents as may be necessary to more effectively
carry out the intent of this By-Law.

BY-LAW passed by the Board of Directors of Carleton Condominium
Corporation No. 367 on the 9th day of March, 1987, and confirmed,
without variation, by the owners who own 100% of the units at a meeting
called for the purpose of passing the said Special By-Law.

CARLETON CONDOMINIUM CORPORATION
NO. 367

Per: 

PAUL M. COLONNIER
(President)


IRENEE LATREMOUILLE (Vice-President)

ALEXANDER DEVELOPMENTS INC.

Per: 

PAUL M. COLONNIER
(President)

CONDOMINIUM ACT

CERTIFICATE

Carleton Condominium Corporation No. 367 hereby certifies that 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 the City of Ottawa, in the Regional Municipality of Ottawa-Carleton this 9th of March, 1987.

CARLETON CONDOMINIUM CORPORATION
NO. 367

Per: 

Paul M. Colonnier
(President)

Schedule "A"

CARLETON CONDOMINIUM CORPORATION NO. 367

BY-LAW NO. 4

BE IT ENACTED as By-Law No. 4 of CARLETON CONDOMINIUM CORPORATION NO. 367 (hereinafter referred to as the "Corporation") as follows:

**ARTICLE I
DEFINITIONS**

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

**ARTICLE II
MEETINGS OF OWNERS**

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

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

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

(4) Voting:

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

(5) Chairperson:

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

- (b) Provided, however, that any other person may be chosen to chair the meeting by ordinary resolution of the meeting.

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

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

**ARTICLE III
BOARD OF DIRECTORS**

(1) Number and Quorum: The Corporation shall have a Board of three (3) Directors. A quorum for the transaction of business at a meeting of the Board shall be two (2) Directors.

(2) Qualifications: Directors must meet the qualifications set out in the Act. They need not be owners.

(3) Election and Term:

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

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

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

(4) Calling of Meetings:

- (a) Board meetings may be called by resolution of the Board. In such cases, the Secretary or another person designated by the Board shall give notice of the meeting in accordance with sub-paragraph (c) hereof.
- (b) Board meetings may also be called by any two Directors. In such cases, the notice shall be signed by each of the two Directors and one of the two Directors shall give notice of the meeting in accordance with sub-paragraph (c) hereof.
- (c) Written notice of Board meetings shall be given to all Directors at least 48 hours before the meeting. Any such Notice may be given in accordance with Article VII of this by-law.
- (d) A meeting of the Directors may be held by teleconference or another form of communications system that allows the Directors to participate concurrently, provided all Directors of the Corporation consent to the means used for holding the meeting.
- (e) The Board may appoint a day or days in any month or months for regular meetings at a place and hour to be named. A copy of any resolution of the Board fixing a place and time for such regular meetings shall be sent to each Director, but no other notice shall be required for any such meeting.
- (f) No notice of a meeting shall be necessary if all the Directors are present and consent to the holding of such meeting or if those absent have waived notice of or otherwise signified in writing their consent to the holding of such meeting.

(5) Indemnification of Directors: Every Director and every Officer of the Corporation and the person's heirs, executors, administrators, estate trustees and other legal personal

representatives shall from time to time be indemnified and saved harmless by the Corporation from and against:

- (a) any liability and all costs, charges and expenses that the Director or Officer sustains or incurs in respect of any action, suit or proceeding that is proposed or commenced against the Corporation for or in respect of anything that the person has done, omitted to do or permitted in respect of the execution of the duties of office; and
- (b) all other costs, charges and expenses that the person sustains or incurs in respect of the affairs of the Corporation.

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

ARTICLE IV OFFICERS

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

he/she shall perform such other duties as may from time to time be prescribed by the Board.

- (8) Variation of Duties: From time to time, the Board may, by resolution, vary, add to, or limit the powers and duties of any Officer or Officers, including any of the duties described in this by-law.
- (9) Compensation: Compensation of all Officers and employees of the Corporation shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Corporation nor preclude any Director entering into a contract with the Corporation for the management of the Corporation.

ARTICLE V BANKING ARRANGEMENTS & EXECUTION OF DOCUMENTS

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

ARTICLE VI FINANCIAL YEAR

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

ARTICLE VII NOTICE

- (1) Board Meetings: Notices of Board meetings shall be given in the manner set out in the Act.
- (2) Owner's Meetings: Notices of Owner's meetings shall be given in the manner set out in the Act.
- (3) Other Notices by the Corporation: Subject to the Act, any other notice, communication or document required to be given or delivered by the Corporation shall be sufficiently given by delivering it personally, or delivering it to the address noted for the addressee in the record of names and addresses kept by the Corporation in accordance with the Act, or by sending it by ordinary mail, courier delivery, facsimile transmission or electronic communication addressed to the addressee at the latest address shown in the records of the Corporation for the addressee.
- (4) Notice to the Board or Corporation: Subject to the Act, any notice, communication or document to be given to the Board or the Corporation shall be sufficiently given if sent by ordinary mail addressed to it at the address for service of the Corporation set out in the records of the Corporation.

- (5) When Notice Effective: Any notice delivered by mail shall be deemed to be received and effective on the date it is deposited in a post office or public letter box. All other notices shall be effective on the date they are sent.
- (6) Omissions and Errors: The accidental omission to give any notice to anyone entitled thereto or the non-receipt of such notice or any error in any notice not affecting the substance thereof shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise founded thereon.

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

- (1) Duties of the Board: The Board shall from time to time, and at least annually, prepare a budget for the property and determine by estimate the amount of common expenses for the next ensuing fiscal year, or remainder of the current fiscal year, as the case may be. The Board shall allocate and assess such common expenses as set out in the budget for such period among the owners, according to the proportions in which they are required to contribute to the common expenses as set forth in the Declaration. The Board shall advise all owners promptly in writing of the amount of common expenses payable by each of them respectively determined as aforesaid, and shall deliver copies of each budget on which common expenses are based to all owners entered in the record kept pursuant to the Act.
- (2) Duties of the Owners: Each owner shall be obligated to pay to the Corporation, or as it may direct, the amount of such assessment as follows:
 - (a) The owner's monthly common expenses shall be paid in advance on the first day of each and every month next following delivery of such assessment until such time as a new assessment shall have been delivered to such owner.
 - (b) Prior to the commencement of each fiscal year of the Corporation, each owner shall furnish to the Corporation a set of twelve post-dated cheques, or shall arrange for pre-authorized payments, on a system run by the Corporation, if the Corporation offers this service, covering the standard monthly payments due by the owner during the fiscal year on account of common expenses, or in order to facilitate collection shall pay the monthly payments in such other manner as may be directed by the Corporation.
- (3) Special Assessments: The Board may make special assessments when the Board does not have sufficient funds to meet expenditures which have been incurred or which it is anticipated will be incurred. Notice of any such special assessment shall include a written statement setting out the reasons for the assessment and the assessment shall be payable by each owner within ten (10) days after the owner has been given notice of the assessment or within such further period of time and in such instalments as the Board may determine.
- (4) Default:
 - (a) Arrears of any payments required to be made to the Corporation under the provisions of this Article or under the provisions of the Act shall bear interest at the rate of twelve percent (12%) per annum and shall be compounded monthly until paid. For each late payment or non-payment of common expenses (whether related to a monthly payment or a special assessment), there shall be added to the amount owing with respect to the particular unit an administration fee of \$25.00, or such other amount as may be determined by resolution of the Board.

- (b) In addition to any remedies or liens provided by the Act, if any owner is in default in payment of any assessment levied against him/her, the Board may retain a solicitor on behalf of the Corporation to enforce collection and there shall be added to any amount found due all costs of such solicitor as between a solicitor and his/her own client and such costs shall be collectible against the defaulting owner in the same manner as common expenses.
- (c) All payments upon account of common expense arrears shall be first applied to the arrears which were first due with respect to the particular unit.

ARTICLE IX POWERS OF THE CORPORATION

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

- (1) to settle, adjust, compromise or refer to arbitration any claim or claims which may be made upon or which may be asserted on behalf of the Corporation;
- (2) to borrow such amounts as in its discretion are necessary or desirable in order to fulfill the objects and duties of the Corporation, and to secure any such loan by mortgage, pledge or charge of any asset owned by the Corporation, and to add the repayment of such loan to the common expenses, subject to approval of each such borrowing or loan by the unit owners at a meeting duly called for the purpose if the expenditure is not listed in the Corporation's budget for the current fiscal year and where such borrowing exceeds five thousand dollars (\$5,000.00);
- (3) to retain and hold any securities or other property, whether real or personal, which shall be received by the Corporation;
- (4) to lease any part or parts of the common elements, or grant a licence or easement over any part or parts of the common elements, except such over which any owner has the exclusive use;
- (5) to employ a manager, and such other persons as the Board considers advisable, on terms acceptable to the Board, to assist the Corporation in the fulfilment of its objects and duties;
- (6) to appoint committees comprised of such persons (not necessarily owners) as the Board may from time to time determine, to carry out such tasks or functions as may be determined by the Board;
- (7) to obtain and maintain fidelity bonds, where obtainable, for Directors, Officers, any manager and any employees of the Corporation handling or responsible for the Corporation's moneys or securities. The premiums on any such bonds shall be paid by the Corporation.

**ARTICLE X
USE OF COMMON ELEMENTS BY NON-RESIDENTS**

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

**ARTICLE XI
INDEMNIFICATION BY OWNERS**

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

**ARTICLE XII
UNIT INSPECTIONS**

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

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

The Corporation shall provide each unit owner with a notice to be completed and returned to the Corporation each year. The notice will require each unit owner to complete the following:

- (i) Inspect and test smoke detectors;
 - (ii) Inspect and test door closers;
 - (iii) Return the completed inspection notice prepared by the Corporation.
- (3) Unacceptable Conditions: If, upon entry to a unit, the Corporation discovers any condition which it considers unacceptable for any reason, the Corporation may:
 - (a) Take steps to remedy the condition at the expense of the owner of the unit. In such cases, all such costs and also any costs incurred by the corporation in relation to the inspection, shall be added to the owner's common expenses;
 - (b) Give notice of the condition to the owner of the unit;
 - (c) Take such other steps as the Board of Directors deems appropriate.

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

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

- (4) Abatement and Restraint of Violations by Unit Owners and Liability for Costs: Furthermore, violation of any provisions of the Act, the Declaration, the By-laws and/or the rules adopted by the Board of Directors, shall give the Board the right, in addition to any other rights set forth in these By-laws to enter the unit in which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting owner, any structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board shall not thereby be deemed guilty of any manner of trespass.

ARTICLE XIII NOTICE TO CORPORATION OF DEFECTS, SYMPTOMS OR ACCIDENTS

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

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

ARTICLE XIV REPEAL OF BY-LAW NO. 1

By-Law No. 1 of the Corporation is hereby repealed.

ARTICLE XV MISCELLANEOUS

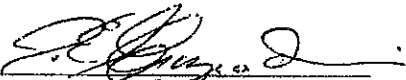
- (1) Invalidity: The invalidity of any part of this by-law shall not impair or affect in any manner the validity and enforceability or effect of the balance thereof.
- (2) Waiver: No restriction, condition, obligation or provision contained in this by-law shall be deemed to have been abrogated or waived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

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

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

DATED this 30th day of September, 2003.

CARLETON CONDOMINIUM CORPORATION NO. 367


Print Name: Philip C. CRAZADEI
Print Title: Member of Board of Directors.

I have authority to bind the Corporation.

Version 7 - May, 2002

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This document was prepared by Nelligan O'Brien Payne LLP for CCC #367 based on a thorough review of all relevant documentation and the specific circumstances of this condominium. This document may not be appropriate for another condominium.

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

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ACKNOWLEDGEMENT AND DIRECTION

TO: James Davidson
{insert lawyer's name}

AND TO: NELLIGAN O'BRIEN PAYNE LLP

RE: By-law No. 4, as attached
{insert brief description of instrument(s)}

This will confirm that:

- I/we have reviewed the information set out below, and that this information is accurate;
- You are authorized and directed to register electronically on my behalf the document(s) described in this Acknowledgement and Direction as well as any other document(s) required to complete the registration of the instrument(s) described above;
- The effect of the electronic documents described in this Acknowledgement and Direction has been fully explained to me/us and I/we understand that I/we are parties to and bound by the terms and provisions of these electronic document(s) to the same extent as if I/we had signed these documents; and
- I/we are in fact parties named in the electronic documents described in this Acknowledgement and Direction and I/we have not misrepresented our identities to you.

PROPERTIES

PIN: 15367-0001 to 15367-0022 (inclusive)

Description: All units and common elements comprising the property included in
Carleton Condominium Plan No. 367
City of Ottawa
Land Titles Division of Ottawa-Carleton (No.4)

Address: Ottawa


APPLICANT(S)

Name: CARLETON CONDOMINIUM CORPORATION NO. 367

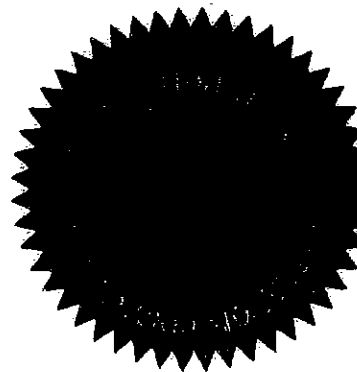
Capacity: Authorized Officer

Dated this 10th day of DECEMBER, 2003. a

CARLETON CONDOMINIUM CORPORATION NO. 367

h
c 
d Print Name: PHILIP E GRAZIADRI
Print Title: MEMBER OF BOARD OF DIRECTORS.

I have authority to bind the Corporation.



Schedule "A"

CARLETON CONDOMINIUM CORPORATION NO. 367

BY-LAW NO. 5

BE IT ENACTED as By-Law No. 5 (being a by-law respecting director's remuneration) of Carleton Condominium Corporation No. 367 (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 as amended from time to time.

**ARTICLE II.
SECTION 105(3) OF THE ACT**

This bylaw is being passed pursuant to Section 56(2) of the Act, to fix the remuneration of director's and the period, not exceeding three years, for which it is to be paid.

**ARTICLE III.
DIRECTOR'S REMUNERATION**

1. Remuneration of Directors: While on the Board, each Director shall receive remuneration as follows:
 - a) Each Director shall be paid \$50.00 per monthly Board meeting, to a maximum of five hundred (\$500.00) dollars per year, provided that if the Director is also the Secretary and/or the Treasurer and/or the President, the Director shall be paid one hundred (\$100.00) per monthly Board meeting, to a maximum of one thousand (\$1,000.00) dollars per year.
 - b) Notwithstanding the foregoing, a Director shall not be entitled to receive any monthly payment as described above if the Director has failed to attend any meeting of the Board which the Director was entitled to attend during the immediately preceding month, unless the Director attends a minimum of seven (7) meetings per year, in which case the Director will be entitled to receive their full remuneration.
 - c) Notwithstanding the above clauses, Directors shall be compensated for time spent between meetings in the preparation of documentation and other issues relative to the Corporation's activities and attending meetings with other parties representing the Corporation's interests on any issue. Any Director spending 100 hours or more annually as described herein, shall be eligible to receive the full remuneration listed in Paragraph 1(a) herein, regardless of whether or not he or she attends all of the seven meetings. Directors will be required to keep a log of hours spent.
 - d) The aforesaid payments shall be paid in two installments. The first installment shall be paid January 1st of each year and the second installment shall be paid at the end of each fiscal year.

- e) The Corporation ratifies payments made to Directors in the year 2001 and shall make payments described herein until June, 2003. Thereafter, such payments shall be made in a given calendar year provided the owners have approved such payments by resolution of the owners at the Corporation's Annual General Meeting held during the prior year.

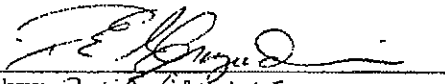
**ARTICLE IV.
MISCELLANEOUS**

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

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

DATED this 30th day of September, 2003.

CARLETON CONDOMINIUM CORPORATION NO. 367


Name: PHILIP GRAZIADKI
Title: member of board of directors

I have authority to bind the Corporation.

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This document was prepared by Nellgan O'Brien Payne LLP for CCC #367 based on a thorough review of all relevant documentation and the specific circumstances of this condominium. This document may not be appropriate for another condominium.

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

APPLICANT(S)

Name: CARLETON CONDOMINIUM CORPORATION NO. 367

Capacity: Authorized Officer

Dated this 10th day of DECEMBER, 2003.

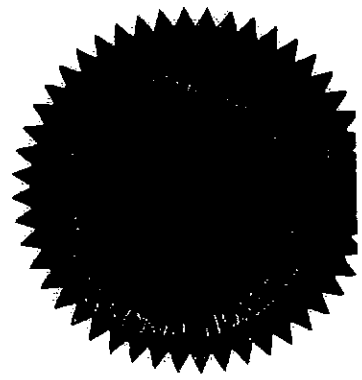
CARLETON CONDOMINIUM CORPORATION NO. 367



Print Name: PHILIP E GRAZZINI
Print Title:

Member of BOARD OF
DIRECTORS

I have authority to bind the Corporation.



Schedule "A"

CARLETON CONDOMINIUM CORPORATION NO. 367

BY-LAW NO. 6

BE IT ENACTED as By-law No. 6 (being a By-law respecting insurance deductibles) of Carleton Condominium Corporation No. 367 (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.

In this By-law, the term "deductible" means: The amount that is the lesser of the cost of repairing the damage and the deductible limit of the insurance policy obtained by the Corporation (in the case of an insurable event under the said policy). Note that a deductible (and a deductible loss) can exist whether or not the corporation decides to make an insurance claim.

**ARTICLE II.
SECTION 105(3) OF THE ACT**

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

**ARTICLE III.
INSURANCE DEDUCTIBLES**

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

- (4) Any amounts owing to the Corporation by a unit owner by virtue of the terms of this by-law shall be added to the common expenses payable by such unit owner and shall be collectible as such, including by way of condominium lien.
- (5) Each owner shall obtain and maintain insurance, including personal liability insurance, covering the owners' risks as set forth in this by-law.
- (6) The Corporation shall promptly provide written notice of any change in the deductible related to the Master Policy to all owners.

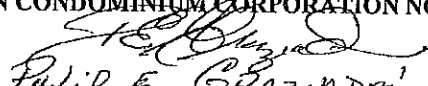
**ARTICLE IV.
MISCELLANEOUS**

- (1) Invalidity: The invalidity of any part of this By-law shall not impair or affect in any manner the validity and enforceability or effect of the balance hereof.
- (2) Waiver: No restriction, condition, obligation or provision contained in this By-law shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.
- (3) Headings: The headings in the body of this By-law form no part thereof but shall be deemed to be inserted for convenience of reference only.
- (4) Alterations: This By-law or any part thereof may be varied, altered or repealed by a By-law passed in accordance with the provisions of the Act, and the Declaration.
- (5) Preparation: This document was prepared in the year 2012 by Nelligan O'Brien Payne LLP in conjunction with the corporation.

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

DATED this 25th day of June, 2012.

CARLETON CONDOMINIUM CORPORATION NO. 367


Print Name: Philip E. Graziadei
Print Title: President

I have authority to bind the Corporation

Schedule "A"

**CARLETON CONDOMINIUM CORPORATION NO. 367
BY-LAW NO. 7**

BE IT ENACTED as By-law No. 7 (being a By-law to define standard units) of Carleton Condominium Corporation No. 367 (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) In this condominium, there is one class of standard unit which is defined and described further in the specifications and plan contained in the schedules attached hereto.

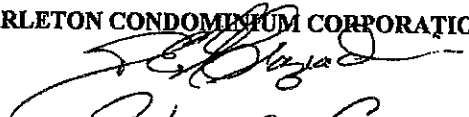
ARTICLE III
MISCELLANEOUS

- (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 2012 by Nelligan O'Brien Payne LLP in conjunction with the corporation.

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

DATED this 25th day of June, 2012.

CARLETON CONDOMINIUM CORPORATION NO. 367



Philip E. GRAZIADECI
Print Name:
Print Title: PRESIDENT

I have authority to bind the Corporation.

Schedule "1"
Carleton Condominium Corporation No. 367
Specifications

All items are of standard builder's quality, unless otherwise stated.

DESCRIPTION OF THE STANDARD UNIT

The following description applies to the all the units. These units are 1,080+/- square feet on one level and consist of an entry/foyer, a kitchen, a living room, a dining room, a sunroom, two bedrooms and a four-piece bath with laundry facilities.

Overall Building Description

- Constructed circa 1986 (±)
- Single course brick exterior finish
- Sloped roofing system with asphalt shingles
- Double glaze vinyl / wood framed sealed and hinged unit windows

Mechanical and Structural (Overall Building)

- Wood frame construction (Class D construction as defined by Marshall and Swift)
- Each unit has an electric hot water heater
- Each unit has a maximum 125 amp electric service with a breaker panel
- Copper and PVC/ABS plumbing (piping)
- All plumbing and light fixtures are considered to be of standard size/quality unless otherwise noted
- Kitchens have a range hood that is vented to the exterior
- Bathrooms have an exhaust fan that is vented to the exterior

General Interior Apartment Finish

- Painted tapered softwood baseboard mouldings - approximately 3.0 inches in height
- Painted metal entrance door frame and painted wood interior doors
- Painted wood interior door frames - approximately 3.0 inches in width
- Interior passage doors (excluding closet doors) consist of hollow core wood panel doors (colonial style) with brass type knobs and metal hinges
- Unless otherwise noted, closet doors consist of metal framed sliding panel doors (wood type panels). These doors have two floor to ceiling panel sections, are mounted on metal tracks, and are referred to as "*standard sliding doors*" in this report
- Drywalled (gypsum board) interior walls and partitions - painted with basic quality materials
- Stipple finished ceilings in all rooms and closets except kitchen and bathroom (flat finish)
- Flooring originally consisted of sheet vinyl in the entryway, bathroom and kitchen. Standard quality pile carpet flooring with standard under padding in the remainder of the rooms
- Overall ceiling clearance of approximately 8.0 feet

Schedule "1"
Carleton Condominium Corporation No. 367
Specifications (cont'd)

Affiliated Appraisers

Apartment Entry Description

- One ceiling mounted light fixture with one incandescent bulb
- The unit has a coat closet proximate to the entry in the immediate hallway - see floor plan. The closet is comprised of a two section standard sliding door and a single full width hanging rod and shelf
- Metal entry door. Entry door hardware consists of a standard quality brass lever with a separate deadbolt

Kitchen Description

- Ceiling mounted light fixture (incandescent)
- Roll-up top melamine counter
- Melamine covered cabinets with wood trim
- Ceramic backsplash
- Flooring is sheet vinyl
- Double stainless sink
- Built in range hood with two speed electric ventilation fan (vented to exterior) and a single bare bulb incandescent light)
- Single knob faucet with a chrome finish and a swing spout
- Dishwasher
- Sheet vinyl flooring

Dining Room Description

- Open to living room
- Ceiling mounted light fixture (incandescent)
- One window (end units only)
- Standard quality pile carpet flooring with standard under padding

Living Room Description

- One large wood / vinyl frame window
- No light fixture- one switched receptacle (typically intended for a lamp)
- Open to dining room
- Standard quality pile carpet flooring with standard under padding

Sunroom Description

- Two wood / vinyl frame windows
- No light fixture- one switched receptacle (typically intended for a lamp)
- Open to living room
- Standard quality pile carpet flooring with standard under padding

Schedule "1"
Carleton Condominium Corporation No. 367
Specifications (cont'd)

Affiliated Appraisers

Main Bathroom / Laundry / Utility Room

- Four piece bathroom - standard quality fixtures consisting of a sink, toilet and shower enclosure
- Standard size/quality enamel covered sink - single knob faucet with a chrome finish
- Standard quality/size - shower enclosure with single knob and a chrome finished faucet and showerhead
- Tile surround in shower area with shower curtain and rod
- Wide vanity with a square top melamine counter
- Standard quality sheet vinyl flooring
- Horizontal light fixture with incandescent bulbs
- Wall mounted medicine cabinet with mirrored finish
- Hot water heater
- Fitted for washer and dryer

Master Bedroom Description

- No light fixture- one switched receptacle (typically intended for a lamp)
- Standard quality low pile carpet flooring with commensurate under padding
- The closet is comprised of a two section standard sliding door and a single full width hanging rod and shelf
- One large window

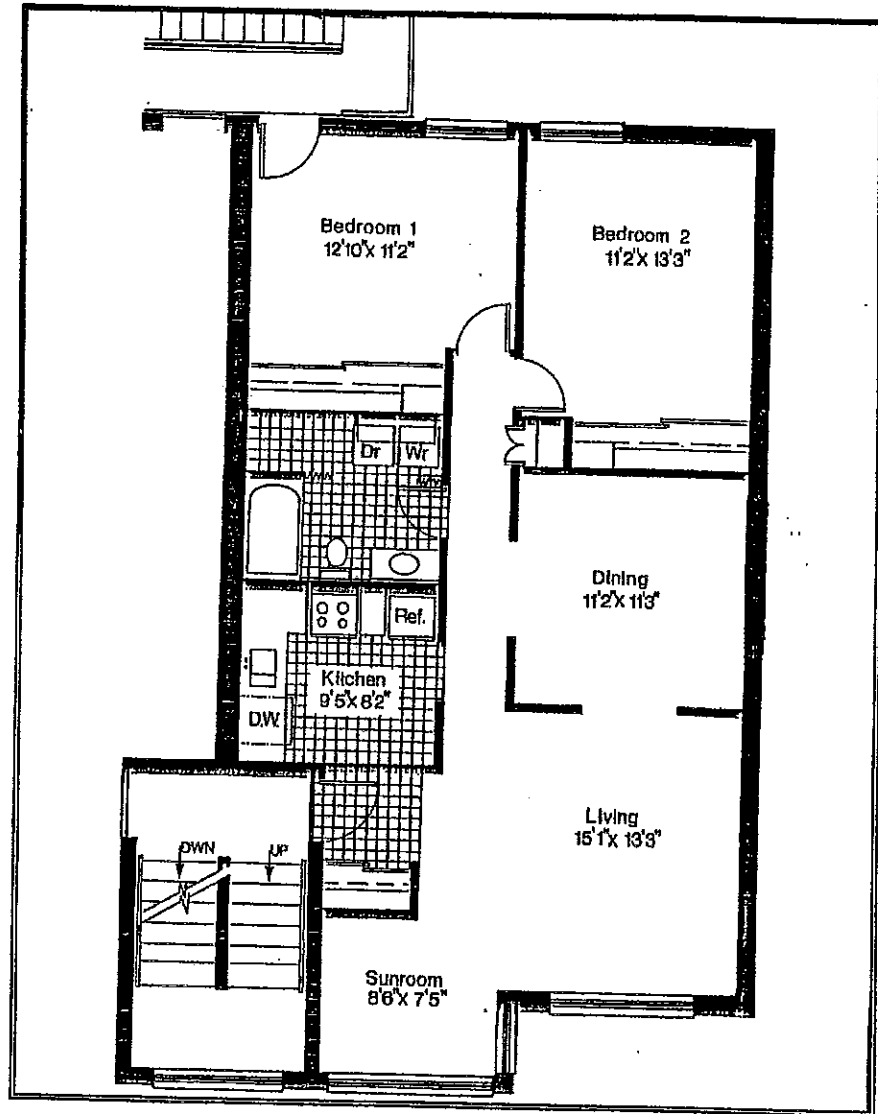
Second Bedroom Description

- Standard quality low pile carpet flooring with commensurate under padding
- No light fixture - one switched receptacle (typically intended for a lamp)
- The closet is comprised of a two section standard sliding door and a single full width hanging rod and shelf
- One large windows
- Metal entry door to rear fire escape. Entry door hardware consists of a standard quality lever with a separate deadbolt (all units except ground level)

Schedule "2"
Carleton Condominium Corporation No. 367
Floor Plan

Affiliated Appraisers

TYPICAL FLOOR PLAN



INTERIOR UNITS