

DECLARATION

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

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

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

Hereinafter called the "Declarant"

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

AND WHEREAS the Declarant has constructed on the lands described in Schedule "A", four (4) buildings containing one hundred and twelve (112) industrial units;

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

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

ARTICLE ONE - INTRODUCTION

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

Section 1.02 **Statement of Intention.** The Declarant intends that the lands and premises described in Schedule "A" be governed by the Act, and any amendments thereto.

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

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

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

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

5350 Canotek Road  
Unit 27  
Gloucester, Ontario  
K1Y 8Y8

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

#### ARTICLE TWO - COMMON EXPENSES

Section 2.01 **Payment of Common Expenses.** Each owner, including the Declarant, shall pay to the Corporation his proportionate share of the common expenses, as may be provided for by the by-laws of the

Corporation, and the assessment and collection of contributions toward the common expenses may be regulated by the board pursuant to the by-laws of the Corporation.

The common expenses shall be the expenses of the performance of the objects and duties of the Corporation and without limiting the generality of the foregoing, shall include such other expenses as are listed in Schedule "E" attached hereto.

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

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

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

#### ARTICLE THREE - COMMON ELEMENTS

##### Section 3.01 Use of Common Elements.

- (a) Subject to the provisions of the Act, this Declaration and the By-laws, and any rules and regulations passed pursuant thereto, each owner has the full use, occupancy and enjoyment of the whole or any part of the common elements, except as herein otherwise provided.

- (b) The owners shall have the right to install night depositories, awnings, heating and air-conditioning units, venting and ducts and signs that may encroach on the common elements and the owner thereof shall have the right to install, repair and/or remove same at their sole and unfettered discretion, provided same comply with applicable government laws, by-laws and regulations and do not materially affect the structural or aesthetic integrity of the building and the signs are consistent with those in place at the time of registration hereof. The owners shall also have the right to trim trees and shrubs on the common elements which may encroach on his night depositories, awnings, heating and air-conditioning units, venting, ducting and signs.

Section 3.03 Restrictive Access. Without the consent in writing of the board, no owner shall have any right of access to those parts of the common elements used from time to time as utilities areas, building maintenance storage areas, operating machinery, or any other parts of the common elements used for the care, maintenance or operation of the property. Provided, however, that this paragraph shall not apply to any first mortgagee holding mortgages on at least ten percent (10%) of the units who shall have a right of access for inspection upon forty-eight (48) hours' notice to the Corporation.

Section 3.04 Substantial Change to Property.

- (a) The Corporation may by a vote of members, who own eighty percent (80%) of the units, make any substantial additions, alterations or improvements to, or renovation of the common elements, or make any substantial change in the assets of the Corporation.
- (b) For this purpose, any addition, alteration or improvement to, or renovation of the common elements, or any change in the assets of the Corporation shall be deemed to be substantial if the cost of such additions, alteration or improvement to

or renovations of the common elements or change in the assets is in excess of ten percent (10%) of the current annual budget.

- (c) The Corporation may by a vote of majority of the members make any other addition, alteration, or improvement to, or renovation of the common elements, or may make any other change in the assets of the Corporation.

#### ARTICLE FOUR - UNITS

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

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

"I, \_\_\_\_\_, covenant and agree that I, the employees of my company or business, my guests, customers and my invitees from time to time, will, in using the unit rented by me and the common elements, comply with the Condominium Act, the Declaration and the By-laws, and all rules and regulations of the Condominium Corporation, during the term of my tenancy."

- (f) No tenant shall be liable for the payment of common expenses unless notified by the Corporation that the owner is in default of payment of common expenses, in which case the tenant shall deduct, from the rent payable to the owner, the owner's share of the common expenses, and shall pay the same to the Corporation.
- (g) Any owner leasing his unit shall not be relieved hereby from any of his obligations with respect to the unit, which shall be joint and several with his tenant.
- (h) The owners of the units are permitted to change the configuration of the partition walls within their units, provided such walls or partitions are not concrete walls and contain no service conduits that service any other unit, or common elements; otherwise, no owner of the said units shall make any structural change or alteration in or to his unit.
- (i) Units may be leased in part, provided there is compliance with governmental laws, by-laws and regulations and the aesthetic integrity of the Condominium Corporation is maintained.
- (j) No owner shall make any change to an installation upon the common elements, or maintain, decorate, alter or repair any part of the common elements, except as provided in Article 3.01(b) hereof, and except for maintenance of those parts of the common elements which he has the duty to maintain, without the consent of the board.

Section 4.02 Rights of Entry.

- (a) The Corporation, or any insurer of the property or any part thereof, their respective agents, or any other person authorized by the board, shall be entitled to enter any unit

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

- (b) In case of an emergency, an agent of the Corporation may enter a unit at any time and without notice, for the purpose of repairing the unit, common elements, or for the purpose of correcting any condition which might result in damage or loss to the property. The Corporation or anyone authorized by it may determine whether an emergency exists.
- (c) If an owner shall not be personally present to grant entry to his unit, the Corporation, or its agents, may enter upon such unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof, provided that they exercise reasonable care.
- (d) The Corporation shall retain a key to all locks for each unit. No owner shall change any lock or place any additional locks on the doors to any unit or in the unit without immediately providing to the Corporation a key for each new or changed lock. In addition, all common element keys remain the property of the Corporation and shall not be duplicated or distributed.
- (e) The rights and authority hereby reserved to the Corporation, its agents or any insurer or its agents, do not impose any responsibility or liability whatever for the care or supervision of any unit except as specifically provided in this Declaration or the By-laws.

ARTICLE FIVE - MAINTENANCE AND REPAIRS

Section 5.01 Repairs and Maintenance by Owner. Each owner shall maintain his unit, and, subject to the provisions of this Declaration and Section 42 of the Act, each owner shall repair his unit after damage, all at his own expense.

Section 5.02 Repairs by Corporation. The Corporation shall make any repairs that an owner is obligated to make and that he does not make within a reasonable time; and in such an event; an owner shall be deemed to have consented to having repairs done to his unit by the Corporation; and an owner shall reimburse the Corporation in full for the cost of such repairs, including any legal or collection costs incurred by the Corporation in order to collect the costs of such repairs, and all such sums of money shall bear interest from the date the costs are incurred at the prime rate of The Royal Bank of Canada plus five percent (5%) per annum. The Corporation may collect all such sums of money in such instalments as the board may decide upon, which instalments shall be added to the monthly contributions towards the common expenses of such owner, after receipt of a notice from the Corporation thereof. All such payments are deemed to be additional contributions towards the common expenses and recoverable as such.

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

ARTICLE SIX - INSURANCE TRUSTEE AND PROCEEDS OF INSURANCE

Section 6.01 Insurance Trustee. The Corporation shall enter into an agreement with an Insurance Trustee which shall be a Trust Company registered under The Loan and Trust Corporations Act, or shall be a Chartered Bank, which agreement shall, without limiting the generality, provide the following:



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

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

Section 6.02 In the event that:

- (a) The Corporation is obligated to repair any unit under paragraph 2 of Article Five hereof, in accordance with the provisions of the Act, the Insurance Trustee shall hold all proceeds for the Corporation and shall disburse same in accordance with the provisions of the Insurance Trust Agreement, in order to satisfy the obligation of the Corporation to make such repairs.
- (b) There is no obligation by the Corporation to repair any unit in accordance with the provisions of the Act and if there is termination in accordance with the Act, the Insurance Trustee shall hold all proceeds of the owners in the proportion of the respective interests in the Common Elements and shall pay such proceeds to the owners in such proportions, upon registration of a notice of termination by the Corporation.
- (c) The board, in accordance with the provisions of the Act, determines that:

- (i) there has not been substantial damage to twenty-five percent (25%) of the building, or
  - (ii) there has been substantial damage to twenty-five percent (25%) of the building and within sixty (60) days thereafter the owners who own eighty percent (80%) of the units do not vote for termination,
- the Insurance Trustee shall hold all proceeds for the Corporation and owners whose units have been damaged, as their respective interests may appear, in accordance with the provisions of the Insurance Trust Agreement, in order to satisfy their respective obligations to make repairs, pursuant to the provisions of Article Six of this Declaration and the Act.

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

#### ARTICLE SEVEN - INSURANCE

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

- (a) insurance against damage by fire with extended coverage and such other perils as the board may from time to time deem advisable, insuring:
  - (i) the property, excluding the units;
  - (ii) personal property owned by the Corporation but not including furnishings, furniture, or other personal property supplied or installed by the owners;

- (i) there has not been substantial damage to twenty-five percent (25%) of the building, or
  - (ii) there has been substantial damage to twenty-five percent (25%) of the building and within sixty (60) days thereafter the owners who own eighty percent (80%) of the units do not vote for termination,
- the Insurance Trustee shall hold all proceeds for the Corporation and owners whose units have been damaged, as their respective interests may appear, in accordance with the provisions of the Insurance Trust Agreement, in order to satisfy their respective obligations to make repairs, pursuant to the provisions of Article Six of this Declaration and the Act.

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

#### ARTICLE SEVEN - INSURANCE

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

(a) insurance against damage by fire with extended coverage and such other perils as the board may from time to time deem advisable, insuring:

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

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

- (b) insurance against damage by fire with extended coverage and such other perils as the board may from time to time deem advisable, insuring the units, but excluding any improvements made by the owners thereof, in an amount equal to the full replacement cost of such units without deduction for depreciation.
- (c) Such policy or policies of insurance shall insure the interests of the Corporation and the owners from time to time, as their respective interest may appear, with mortgagee endorsements, which shall be subject to the provisions of the Condominium Act and shall contain the following provisions:
  - (i) that loss shall be payable to the Insurance Trustee and all mortgagees who hold mortgages registered against the units and/or common elements from time to time;
  - (ii) waivers of subrogation against the Corporation, its manager, agents, employees and servants and owners, and any employees, agents, servants, customers or guests of any owner or occupant of a unit, except for arson or fraud;
  - (iii) that such policy or policies of insurance shall not be cancelled or substantially modified without at least sixty (60) days' prior written notice to all parties whose interests appear thereon, and to the Insurance Trustee;
  - (iv) waivers of any defence based on co-insurance or of invalidity arising from the conduct or any act or omission or breach of a statutory condition of any insured;

- (v) all policies of insurance shall provide that the same shall be primary insurance in respect of any other insurance carried by the owner;
- (vi) a waiver of the insurer's option to repair, rebuild or replace in the event that after damage the government of the property by the Act is terminated;
- (d) public liability and property damage insurance insuring the liability of the Corporation and the owner from time to time, with limits to be determined by the board, and without right of subrogation as against the Corporation, its manager, agents, servants and employees, and as against the owners, and any member of the household or guests of any owner or occupant of a unit;
- (e) machinery and equipment insurance to the extent required as the board may from time to time deem advisable.

**Section 7.02 General Provisions.**

- (a) Prior to obtaining any policy or policies of insurance under sub-clause (1) of this Clause Seven, or any renewal or renewals thereof, or at such other time as the board may deem advisable, and also upon the request of a mortgagee or mortgagees holding mortgages on fifty percent (50%) or more of the units, the Corporation shall obtain an appraisal from an independent qualified appraiser, of the full replacement cost of the property, for the purpose of determining the amount of insurance to be affected pursuant to sub-clause (1) of this Clause Seven and the cost of such appraisal shall be a common expense.
- (b) The Corporation, its board and its officers shall have the exclusive right, on behalf of itself and as agents for the owners, to adjust any loss and settle any claims with respect to all insurance placed by the Corporation, and to give such releases as are required, and any claimant, including the

owner of a damaged unit, shall be bound by such adjustment. Provided, however, that the board may, in writing, authorize an owner to adjust any loss to his unit.

- (c) Every mortgagee shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage where such application would prevent application of the insurance proceeds in satisfaction of an obligation to repair. This paragraph (c) shall be read without prejudice to the right of any mortgagee to exercise the right of an owner to vote or to consent, if the mortgage itself contains a provision giving the mortgagee that right, and also the right of any mortgagee to receive the proceeds of any insurance policy, if the property is not repaired.
- (d) A certificate or memorandum of all insurance policies and endorsements thereto shall be issued as soon as possible to each owner and a duplicate original or certified copy of the policy to each mortgagee; renewal certificates or certificates of new insurance policies shall be furnished to each owner and renewal certificates or certified copies of new insurance policies to each mortgagee not later than ten (10) days before the expiry of any current insurance policy. The master policy for any insurance coverage shall be kept by the Corporation in its offices, available for inspection by an owner or mortgagee on reasonable notice to the Corporation.
- (e) No insured, other than the Corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the Corporation, or to direct that loss shall be payable in any manner other than as provided in the Declaration.
- (f) Any proceeds of insurance payable to an owner of a unit and any assets of the Corporation distributable to an owner of a unit shall be subject to the claim of any mortgagee holding a mortgage registered on title as of the day prior to such

payment or distribution and to satisfaction of any amount due under any liens in favour of the Corporation against the unit.

Section 7.03 **By the Owner.** It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the Corporation and that the following insurance, or any other insurance, if deemed necessary or desirable by any owner, may be obtained and maintained by such owner:

- (a) Insurance on any additions or improvements made by the owner to his unit and for furnishings, fixtures, equipment, decorating and personal property and chattels of the owner contained within his unit, and his personal property and chattels stored elsewhere on the property, and for loss of use and occupancy of his unit in the event of damage, which policy or policies of insurance shall contain a waiver of subrogation against the Corporation, its manager, agents, employees and servants, and against the other owners and their employees, agents, servants or customers, except for arson and fraud.
- (b) Public liability insurance covering any liability of any owner to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation.

#### ARTICLE EIGHT - INDEMNIFICATION

Section 8.01 **Indemnification.** Each owner shall indemnify and save harmless the Corporation from and against any loss, costs, damage, injury or liability whatsoever which the Corporation may suffer or incur resulting from or caused by an act or omission of such owner, and their employees, agents, servants and customers thereof, any other occupant of this unit, or any guests, invitees or licencees of such owner or occupant to or with respect to the common elements and/or all

other units, except for any loss, costs, damages, injury or liability caused by an insured (as defined in any policy or policies of insurance) and insured against by the Corporation.

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

#### ARTICLE NINE - GENERAL MATTERS AND ADMINISTRATION

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

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

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



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

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

Section 9.05 **Notice.** Except as hereinbefore set forth, any notice, direction or other instrument required or permitted may be given if served personally by delivering same to the party to be served, or to any officer of the party to be served, or may be given by ordinary mail, postage prepaid, addressed to the Corporation at its address for service herein, to each owner at his respective unit or at such other address as is given by the owner to the Corporation for the purpose of notice, and to each mortgagee whose mortgage is registered against any unit or the common elements; and if mailed as aforesaid the same shall be deemed to have been received and to be effective on the tenth (10th) business day following the day on which it was mailed. Any owner or mortgagee may change his address for service by notice given to the Corporation in the manner aforesaid.

Section 9.06 **Restrictive Use of Parts of the Common Elements.** Subject to the provisions of the Declaration, By-laws of the Corporation and the rules and regulations passed pursuant thereto, the respective members of the managerial and maintenance staff of the Corporation shall have the restrictive use of those parts of the common

elements designated by the Corporation to be used for the care, maintenance or operation of the property including, without limiting the generality of the foregoing, those parts to be used for utilities areas, building maintenance storage areas and operating machinery.

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

Section 9.08 Headings. The headings in the body of this Declaration form no part of the Declaration but shall be deemed to be inserted for convenience of reference only.

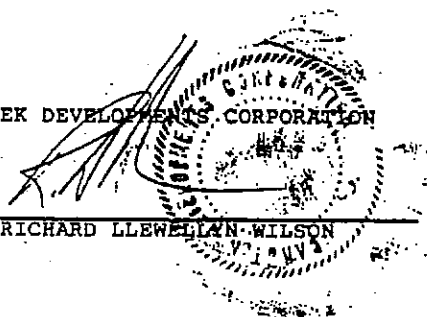
DATED at Ottawa, this 31 day of August, 1987.

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

CANOTEK DEVELOPMENTS CORPORATION

PER:

RICHARD LLEWELLYN WILSON



**SCHEDULE "A"**

**LEGAL DESCRIPTION**

In the City of Gloucester, in the Regional Municipality of Ottawa-Carleton, formerly in the Township of Gloucester, in the Regional Municipality of Ottawa-Carleton, being composed of part of Lot 14, Concession I (Ottawa Front) of the Geographic Township of Gloucester, designated as Parts 1, 2 and 3 on Reference Plan 4R-5652, deposited in the Land Registry Office for the Land Titles Division of Ottawa-Carleton at Ottawa.

Being all of Parcel 1<sup>A</sup>-4, Section Gloucester 1, Ottawa Front.

SUBJECT TO an easement, described in Instrument NS 229901, (491085 L.T.) in favour of THE HYDRO ELECTRIC COMMISSION OF THE CITY OF GLOUCESTER, its successors and assigns over part of said Lot 14 designated as Part 3 on Plan 4R-5652.

SCHEDULE "B"

CONSENT OF ENCUMBRANCERS

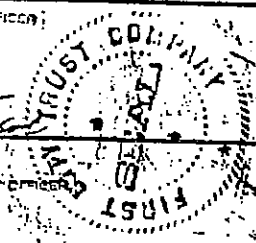
FIRST CITY TRUST COMPANY, having a registered mortgage within the meaning of clause (b) of subsection 1 of Section 3 of the Condominium Act, R.S.O. 1980, Ch. 84 registered as Instrument No. N358515, in the Land Registry Office for the Registry Division of Ottawa-Carleton (No. 5) now in the Land Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4) as Instrument No. 491088, hereby consents to the registration of this Declaration pursuant to the Condominium Act, R.S.O. 1980, Ch. 84 against the lands or instrument appurtenant to the land described in the Description.

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

DATED at Ottawa, this 28 day of August, 1987.

TAB  
AUTHORIZED SIGNING OFFICER

M.C. Taylor  
AUTHORIZED SIGNING OFFICER



**SCHEDULE "C"**

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

**1. VERTICAL BOUNDARIES OF UNITS ARE:**

- a) the backside surface of the drywall on exterior walls;
- b) in the vicinity of the boundary(s) between Units 52, 55 and 56, vertical planes, the location of which are controlled by measurements shown on Part 1, Sheet 1 of the Description;
- c) vertical planes joining the centre line of steel columns;
- d) unit side unfinished surface of concrete block wall forming electrical room;
- e) the above boundaries of (a) are produced across all openings for windows and doors leading out of the unit;
- f) unit side surface of unfinished steel columns.

**2. HORIZONTAL BOUNDARIES OF UNITS ARE:**

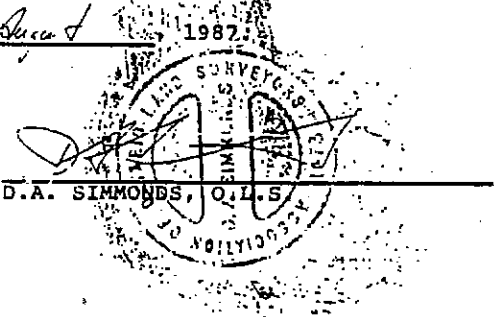
- a) the lower boundary of the unit is the lower surface of the unfinished poured concrete floor slab beneath the unit;
- b) the upper boundary of the unit is a horizontal plane parallel to and perpendicularly distant 5.45 metres above the upper surface of the unfinished concrete floor slab described in 2a);
- c) upper line and face of the wooden ceiling joist above the electrical room.

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

**SURVEYOR'S CERTIFICATE**

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

Dated at Ottawa this 27<sup>th</sup> day of August, 1987.

  
D.A. SIMMONDS, Q.L.S.

SCHEDULE "D"

PROPORTION OF COMMON INTERESTS AND EXPENSES

Unit No.	Level	Proportion of Common Interest Appurtenant to Each Unit	Percentage in Which each Unit is to Contribute to Common Expenses
1	1	0.89285%	0.89285%
2	1	0.89285%	0.89285%
3	1	0.89285%	0.89285%
4	1	0.89285%	0.89285%
5	1	0.89285%	0.89285%
6	1	0.89285%	0.89285%
7	1	0.89285%	0.89285%
8	1	0.89285%	0.89285%
9	1	0.89285%	0.89285%
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30	1	0.89285%	0.89285%
31	1	0.89285%	0.89285%
32	1	0.89285%	0.89285%
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46	1	0.85215%	0.89285%
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57	1	0.89285%	0.89285%
58	1	0.89285%	0.89285%
59	1	0.89285%	0.89285%
60	1	0.89285%	0.89285%

PROPORTION OF COMMON INTERESTS AND EXPENSES CONT'D

Unit No.	Level	Proportion of Common Interest Appurtenant to Each Unit	Percentage in Which each Unit is to Contribute to Common Expenses
61	1	0.89285%	0.89285%
62	1	0.89285%	0.89285%
63	1	0.89285%	0.89285%
64	1	0.89285%	0.89285%
65	1	0.89285%	0.89285%
66	1	0.89285%	0.89285%
67	1	0.89285%	0.89285%
68	1	0.89285%	0.89285%
69	1	0.89285%	0.89285%
70	1	0.89285%	0.89285%
71	1	0.89285%	0.89285%
72	1	0.89285%	0.89285%
73	1	0.89285%	0.89285%
74	1	0.89285%	0.89285%
75	1	0.89285%	0.89285%
76	1	0.89285%	0.89285%
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86	1	0.89285%	0.89285%
87	1	0.89285%	0.89285%
88	1	0.89285%	0.89285%
89	1	0.89285%	0.89285%
90	1	0.89285%	0.89285%
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93	1	0.89285%	0.89285%
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97	1	0.89285%	0.89285%
98	1	0.89285%	0.89285%
99	1	0.89285%	0.89285%
100	1	0.89285%	0.89285%
101	1	0.89285%	0.89285%
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103	1	0.89285%	0.89285%
104	1	0.89285%	0.89285%
105	1	0.89285%	0.89285%
106	1	0.89295%	0.89295%
107	1	0.89295%	0.89295%
108	1	0.89295%	0.89295%
109	1	0.89295%	0.89295%
110	1	0.89295%	0.89295%
111	1	0.89295%	0.89295%
112	1	0.89295%	0.89295%

TOTALS

100.00%

100.00%

SCHEDULE "E"

SPECIFICATION OF COMMON ELEMENTS

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

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



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

524106

CERTIFICATE OF RECEIPT  
OTTAWA - COLLECTION NO. 4  
AT OTTAWA

'87 SEP 1 AM 10 30

*Susan Webb*  
SUSAN WEBB  
CERTIFICATION OFFICER

*25*

CONDO 389

LAND REGISTRY #4

REC. BY	<i>MAK</i>
F.F. NO. OR PAGE	<i>110</i>
ABST. BY	<i>AS</i>
CHECKED BY	
MICRO. BY	

50.00  
112.00 units  
1.00 x copy's  
163.00

SE 185711 00143.00  
SE 185711 00143.00A

*Beamend*



# Document General

Form 4 - Land Registration Reform Act, 1984

CCRB  
24 GERRARD ST. EAST  
TORONTO, ONT. M5E 1C5  
FORM L1/84

**D**

FOR OFFICE USE ONLY

525131

CERTIFICATE RECEIPT  
OTTAWA REG. NO. 4  
AT OTT.

'87 SEP 4 AM 10 16

*Susan Webb*  
SUSAN WEBB  
CERTIFICATION OFFICER

(1) Registry <input type="checkbox"/>	Land Titles <input checked="" type="checkbox"/>	(2) Page 1 of 10 pages
(3) Property Identifier(s) Block _____ Property _____		Additional Fee Schedule <input type="checkbox"/>
(4) Nature of Document <b>BY-LAW (CONDOMINIUM ACT)</b>		
(5) Consideration Dollars \$ _____		
(6) Description All of the units and common elements of Carleton Condominium Plan No. 389 in the City of Gloucester, Regional Municipality of Ottawa-Carleton, Land Titles Division of Ottawa-Carleton (No. 4)		
(7) This Document Contains: Additional: See Schedule <input type="checkbox"/>	(a) Redescription New Easement Plan/Sketch <input type="checkbox"/>	(h) Schedule (for...) Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>

(8) This Document provides as follows:

Carleton Condominium Corporation No. 389 hereby certifies that By-law No. 1 attached hereto was made in accordance with the Condominium Act, being Chapter 84 of the Revised Statutes of Ontario, R.S.O. 1980 and any amendments thereto, the Declaration and By-laws of the Corporation and that the said By-law No. 1 has not been amended and is in full force and effect.

(9) This Document relates to instrument number(s) \_\_\_\_\_ Contained on Schedule

(10) Party(ies) (Set out Status or Interest) Name(s) <b>CARLETON CONDOMINIUM CORPORATION</b> NO. 389 (Applicant)	Signature(s) <i>Richard Llewellyn</i> Richard Llewellyn President I have the authority to sign for the Corporation.	Date of Signature SEP 4 1987
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(11) Address for Service: **5350 Canotek Road, Unit 27, Gloucester, Ontario, K1Y 8Y8**

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

(13) Address for Service

(14) Municipal Address of Property multiple	(15) Document Prepared by: BEAMANT GREEN YORK MANTON 155 QUEEN ST. SUITE 1400 OTTAWA, ONTARIO K1P 6L1 JFL/sep	FOR OFFICE USE ONLY Fees and Tax Registration Fee 17.- x 1 COCA Total
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Schedule "A"

CARLETON CONDOMINIUM CORPORATION NO. 389

BY-LAW NO. 2

BE IT ENACTED as By-Law No. 2 of CARLETON CONDOMINIUM CORPORATION NO. 389 (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 five (5) Directors. A quorum for the transaction of business at a meeting of the Board shall be three (3) Directors.
- (2) Qualifications:
- (a) In addition to the qualifications for Directors which are set out in the Act, every Director shall be either an owner, the spouse of an owner, or the nominee of a limited company which is an owner or co-owner.
  - (b) If a unit has more than one owner, only one of those owners may be a member of the Board at any time.
  - (c) A person immediately ceases to be a Director if the person fails to attend three consecutive Board Meetings without providing an excuse which is reasonably satisfactory to the Board.
  - (d) A person immediately ceases to be a Director if the person is an owner and any contributions payable in respect of the owner's unit have been in arrears for 60 days.

(3) Election and Term:

- (a) The Directors shall be elected in each case for a term of two 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>
2	2005
3	2006

- (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) When a Director's term expires, he or she shall retire, but shall be eligible for re-election:

(4) Calling of Meetings:

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

(5) Indemnification of Directors: Every Director and every Officer of the Corporation and the person's heirs, executors, administrators, estate trustees and other legal personal representatives shall from time to time be indemnified and saved harmless by the Corporation from and against:

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

- (b) all other costs, charges and expenses that the person sustains or incurs in respect of the affairs of the Corporation.

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

#### ARTICLE IV. OFFICERS

- (1) Elected Officers: At the first meeting of the Board after each election of Directors, the Board shall elect from among its members a President. In default of such election the then incumbent, if a member of the Board, shall hold office until his/her successor is elected.
- (2) Appointed Officers: From time to time the Board shall appoint a Secretary, a Vice-President, a Treasurer and such other Officers as the Board may determine, including one or more assistants to any of the Officers so appointed. The Officers so appointed may, but need not, be members of the Board. One person may hold more than one office and if the same person holds both the office of Secretary and the office of Treasurer he/she may be known as Secretary-Treasurer.
- (3) Term of Office: In the absence of written agreement to the contrary, the Board may remove at its pleasure, and replace, any Officer of the Corporation.
- (4) President: The President shall, when present, preside at all meetings of the Board and shall be charged with the general supervision of the business and affairs of the Corporation.
- (5) Vice-President: During the absence of the President his/her duties may be performed and his/her powers may be exercised by the Vice-President.
- (6) Secretary: Subject to this by-law and subject to any resolution of the Board, the Secretary shall give or cause to be given all notices required to be given to the Directors, auditors, mortgagees and all others entitled thereto; he/she shall use his/her best efforts to attend all meetings of the Directors and of the owners and shall enter or cause to be entered in books kept for that purpose minutes of all proceedings at such meetings; he/she shall be the custodian of the seal of the Corporation as well as all books, papers, records, documents and other instruments belonging to the Corporation and he/she shall perform such other duties as may from time to time be prescribed by the Board.
- (7) Treasurer: The Treasurer shall keep or cause to be kept full and accurate books of account in which shall be recorded all receipts and disbursements of the Corporation and under the direction of the Board shall control the deposit of money, the safekeeping of securities and the disbursements of the funds of the Corporation; he/she shall render to the Board at the meeting thereof or whenever required of him/her an account of all of his/her transactions as Treasurer and of the financial position of the Corporation and he/she shall perform such other duties as may from time to time be prescribed by the Board.
- (8) Variation of Duties: From time to time, the Board may, by resolution, vary, add to, or limit the powers and duties of any Officer or Officers, including any of the duties described in this by-law.
- (9) Compensation: Compensation of all Officers and employees of the Corporation shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Corporation nor preclude any Director entering into a contract with the Corporation for the management of the Corporation.

**ARTICLE V.  
BANKING ARRANGEMENTS & EXECUTION OF DOCUMENTS**

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

**ARTICLE VI.  
FINANCIAL YEAR**

The financial year of the Corporation shall end on the 30<sup>th</sup> day of September 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 thirty (30) days after the owner has been given notice of the assessment or within such further period of time and in such instalments as the Board may determine.
- (4) Default:
  - (a) Arrears of any payments required to be made to the Corporation under the provisions of this Article or under the provisions of the Act shall bear interest at the rate of twelve percent (12%) per annum and shall be compounded monthly until paid. For each late payment or non-payment of common expenses (whether related to a monthly payment or a special assessment), there shall be added to the amount owing with respect to the particular unit an administration fee of \$25.00, or such other amount as may be determined by resolution of the Board.
  - (b) In addition to any remedies or liens provided by the Act, if any owner is in default in payment of any assessment levied against him/her, the Board may retain a solicitor on behalf of the Corporation to enforce collection and there shall be added to any amount found due all costs of such solicitor as between a solicitor and his/her own client and such costs shall be collectible against the defaulting owner in the same manner as common expenses.
  - (c) All payments upon account of common expense arrears shall be first applied to the arrears which were first due with respect to the particular unit.

#### ARTICLE IX. POWERS OF THE CORPORATION

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

- (1) to settle, adjust, compromise or refer to arbitration any claim or claims which may be made by the Corporation;
- (2) to borrow such amounts as in its discretion are necessary or desirable in order to fulfill the objects and duties of the Corporation, and to secure any such loan by mortgage, pledge or charge of any asset owned by the Corporation, and to add the repayment of

such loan to the common expenses, subject to approval of each such borrowing or loan by a majority of 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.

- (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) Keys: In order to facilitate the Corporation's rights to access the units, each owner shall provide to the Corporation a full set of keys for entry to the unit. The Corporation shall keep the keys in safe storage. Whenever an owner changes a lock, the owner shall provide to the Corporation a key for the new lock.
- (2) 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).

- (3) Regular Inspections: The Corporation may conduct "regular inspections" as follows:

The Corporation may conduct scheduled inspections and maintenance at pre-determined intervals each year. These inspections may be conducted for the following purposes:

- (i) Assessment of the condition of components of the common elements or other conditions which may affect the common elements or other units;
  - (ii) Visual review of any condition which might violate the provisions of the *Condominium Act, 1998* or the Corporation's Declaration, By-laws and Rules.
- (4) Unacceptable Conditions: If, upon entry to a unit, the Corporation discovers any condition which contravenes the Act or the Corporation's Declaration, By-laws or Rules, the Corporation may:
- (a) Take steps to remedy the condition at the expense of the owner of the unit;
  - (b) Give notice of the condition to the owner of the unit;
  - (c) Take such other steps as the Board of Directors deems appropriate;
  - (d) All costs incurred by the Corporation in relation to such inspection and in ensuring that any unacceptable condition is rectified shall be added to the owner's common expenses and collected as such.

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

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

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

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

### ARTICLE XIV. REPEAL OF BY-LAW NO. 1

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

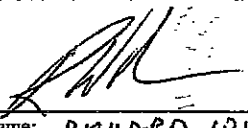
**ARTICLE XV.  
MISCELLANEOUS**

- (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.
- (5) Preparation: This document was prepared in the year 2007 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* of Ontario.

DATED this 11 day of JULY, 2007.

CARLETON CONDOMINIUM CORPORATION NO. 389

  
\_\_\_\_\_  
Print Name: RICHARD WILSOO  
Print Title: PRESIDENT

I have authority to bind the Corporation.

Schedule "A"

**CARLETON CONDOMINIUM CORPORATION NO. 389**

**BY-LAW NO. 3**

BE IT ENACTED as By-Law No. 3 (being a by-law respecting Directors' and Officers' Liability Insurance) of CARLETON CONDOMINIUM CORPORATION NO. 389 (referred to as the "Corporation") as follows:

**ARTICLE I.  
DEFINITIONS**

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

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

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

- (a) The policy shall provide for coverage on a full claims-made basis, (covering any claims made during the term of the policy arising out of any "wrongful act" since the registration of the Corporation on September 1, 1987). The policy shall therefore provide insurance protection for the actions of all past and present Directors and Officers of the Corporation;
- (b) The policy shall provide coverage on identical terms to all past and present Directors and Officers of the Corporation and they all shall be insureds under the policy. Without limiting the generality of the foregoing, the policy shall contain no exclusions which apply only to certain past or present Directors and Officers of the Corporation, and therefore not to all past or present Directors of the Corporation;
- (c) The Corporation shall be an insured under the policy, and the coverage shall extend to any claims under the policy for which the Corporation may be required to afford indemnity under the provisions of the Act and/or the Corporation's by-laws;
- (d) The policy shall not specifically exclude coverage for claims asserted by the Corporation;
- (e) The policy shall include coverage for all claims related to alleged violations of the Human Rights Code and all costs related to the corporation's response or defense to such allegations;
- (f) A copy of this by-law shall be provided to the Directors' and Officers' Liability Insurer and shall be attached to any application for Directors' and Officers' Liability Insurance;
- (g) The Corporation's manager, if any, may be included as an additional insured under the policy.

**ARTICLE III.  
MISCELLANEOUS**

- (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 restrictions, conditions, obligations or provisions contained in this by-law shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.
- (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 2007 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 11 day of JULY, 2007.

**CARLETON CONDOMINIUM CORPORATION NO. 389**

  
\_\_\_\_\_  
Print Name: RICHARD WILSON  
Print Title: PRESIDENT

I have authority to bind the Corporation

Schedule "A"

**CARLETON CONDOMINIUM CORPORATION NO. 389**

**BY-LAW NO. 4**

BE IT ENACTED as By-Law No. 4 (being a by-law respecting insurance deductibles) of Carleton Condominium Corporation No. 389 (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).

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

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

**ARTICLE III.  
INSURANCE DEDUCTIBLES**

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

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

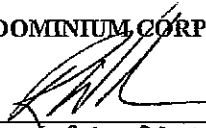
**ARTICLE IV.  
MISCELLANEOUS**

- (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 2007 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 11 day of JULY, 2007.

CARLETON CONDOMINIUM CORPORATION NO. 389

  
Print Name: RICHARD WILSON  
Print Title: PRESIDENT

I have authority to bind the Corporation



Schedule "A"

CARLETON CONDOMINIUM CORPORATION NO. 389

BY-LAW NO. 5

WHEREAS Carleton Condominium Corporation No. 389 and a majority of its owners wish to establish an expeditious cost-effective procedure for achieving fair and equitable resolutions to certain disputes;

BE IT ENACTED as By-Law No. 5 (being a by-law respecting dispute resolution procedures) of Carleton Condominium Corporation No. 389 (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.

In this by-law, the term "parties" refers to the Corporation and the owner or owners who are involved in the particular dispute.

**ARTICLE II  
APPLICATION OF THESE PROCEDURES**

1. **Application:** The mediation and arbitration procedures described in this by-law shall apply to any disagreement between the Corporation and its owners where mediation and/or arbitration is mandated by the Act. These disagreements shall be referred to hereinafter as the "disputes".
2. **Notice:** Any notice required by this by-law shall be delivered in accordance with the Declaration and By-Laws for the Corporation.
3. **Obligation to Co-operate:** The mediator, arbitrator, and all parties shall make every effort to fully co-operate in all of the procedures described herein, to proceed with haste and to act in advance of any time constraint set out in this by-law. Any failure of the parties to so co-operate will be taken into account in any costs award.

**ARTICLE III  
MEDIATION PROCEDURES**

1. **Notice of Dispute:** Any party to the dispute may initiate these procedures by delivering to the other parties a Notice of Dispute indicating their intention to proceed to mediation. The notice shall describe briefly the issues in dispute, and shall request a pre-mediation meeting as described in paragraph 2 below.
2. **Pre-mediation Meeting:** A meeting of all parties to the dispute shall be held within seven (7) days of the Notice of Dispute being delivered. All parties shall co-operate in arranging such a meeting. The meeting shall be for the purpose of negotiating in good faith a resolution of the dispute and/or to appoint a mediator as described in paragraph 3. This meeting shall not involve a mediator.
3. **Appointment of Mediator:** If the dispute is not resolved at the pre-mediation meeting, the parties shall jointly appoint a mutually-acceptable independent mediator.

The mediator shall be given a copy of this by-law.

4. **Mediation Deemed to Fail:** If the parties are unable to agree upon a mediator or otherwise fail to appoint a mediator, the mediation will be deemed to have failed sixty

(60) days after the Notice of Dispute was delivered, or such earlier date as the parties may agree.

5. **Time and Place for Mediation:** The mediator shall schedule the date, time and location for a mediation conference after consulting with the parties. The mediation conference shall be scheduled for the earliest date which is reasonably suitable to all parties, but shall in any event be no later than thirty (30) days following the appointment of the mediator.
6. **Representation:** Unless the parties agree otherwise, any party may be represented at the mediation conference by a lawyer or agent, but any party so represented must give notice, including the name and address of the lawyer or agent, to the mediator and to the other parties at least five (5) days prior to the date of the mediation conference, or such shorter time as the mediator may determine. The mediation conference will be attended by the parties and/or representatives who have full authority to settle the dispute.
7. **Mediation Brief:** Prior to the mediation, each party or their representative will prepare a brief summary of the issues in the dispute setting out that party's position with respect to each issue. This summary must be delivered to the mediator and to the other parties at least five (5) days before the date of the mediation conference, or such shorter time as the mediator may determine.
8. **Required Disclosure:** Prior to the mediation, there will be complete and honest disclosure by each of the parties to the other and to the mediator of all relevant information and documents. This includes providing each other and the mediator with all information and documentation that would usually be available through the discovery process in a legal proceeding. If either party fails to make such disclosure, then any agreement reached in mediation may be set aside. Disclosure must be completed, not less than five (5) days prior to the date of the mediation, or such shorter time as the mediator may determine.
9. **Confidentiality:** The parties agree that all statements made and information exchanged during the course of the mediation are privileged as being settlement discussions. All such statements or information are made without prejudice to any party's legal position and without waiving any rights, and will be non-discoverable and inadmissible for any purpose in any legal proceeding except with the prior written consent of all parties and the mediator.
10. **Mediator's Report:** The mediator shall prepare a report which describes the results of the mediation. The report shall describe the resolution of any issues that have been resolved, and/or that no agreement has been reached on some or all issues as the case may be. At any time during the process, if the mediator determines that it is not possible to resolve the dispute by mediation, the mediator shall prepare a report reflecting this determination. The Mediator's Report shall be delivered to all parties, but to no other person unless otherwise required by law or court order.
11. **Costs of Mediation:** The Mediator's Report shall allocate the obligation to pay the costs of the mediation amongst the parties. Where the mediation fails, the allocation of the costs of the mediation shall be in the absolute discretion of the mediator. Any amount owing by an owner or tenant may be paid by the Corporation, and shall then be added to the common expenses for the unit and collectible as such, including by way of lien in accordance with the Act.
12. **Implementation of Settlement:** Any agreement or settlement between the parties, whether on matters of procedure or matters of substance, shall be recorded in written minutes and carried out with reasonable haste. The minutes shall be prepared immediately following the agreement or within such further time-frame as is acceptable to all parties.

**ARTICLE IV  
ARBITRATION PROCEDURES**

1. **Failed Mediation:** If the mediation is deemed to have failed according to Article III paragraph 4, the dispute shall be submitted to arbitration sixty (60) days after the Notice of Dispute was delivered. If the Mediator's Report indicates that the mediation failed, the dispute shall be submitted to arbitration within thirty (30) days after the Mediator's Report was delivered.
2. **Notice of Arbitration:** Any party to the dispute may submit the dispute to arbitration in accordance with this by-law by delivering to all other parties a Notice of Arbitration requiring the appointment of an arbitrator as described in paragraph 4 below.
3. **Application of the Arbitrations Act, 1991:** The provisions of the *Arbitrations Act, 1991*, as amended, or any successor legislation, shall apply to the arbitration except where a provision of this by-law provides otherwise.
4. **Selection of Arbitrator:** The parties shall agree upon an arbitrator within seven (7) days of the delivery of the Notice of Arbitration.

If the parties are unable to agree upon an arbitrator, the arbitrator shall be appointed by the court according to the provisions of the *Arbitrations Act, 1991*, as amended, or any successor legislation.

The arbitrator shall be given a copy of this by-law.

5. **Time and Place for Arbitration:** The arbitrator shall set the date, time and place for the arbitration hearing after consultation with the parties. The arbitration hearing shall be scheduled for the earliest date which is reasonably suitable to all parties.
6. **Arbitration Brief:** Each party shall deliver to the other parties and to the arbitrator no later than five (5) days prior to the date of the arbitration hearing, written statements setting out the issues in dispute, the party's position on each issue, and the relief sought.
7. **Required Disclosure:** The parties shall exchange all documents on which they will rely at the arbitration no later than seven (7) days prior to the arbitration hearing. Documents not produced within that time frame may only be used at the arbitration hearing with the leave of the arbitrator.
8. **Procedural Matters:** The parties agree that the arbitrator shall rule on all procedural matters arising before the arbitration hearing date. All such matters shall be submitted to the arbitrator in writing. The arbitrator shall provide a brief written award within three (3) days of the receipt of the parties' submissions. No hearing on these matters shall be permitted, unless specifically requested by the arbitrator.
9. **Rules of Evidence:** The arbitrator shall apply the laws of evidence as if the hearing were a trial in the Ontario Superior Court of Justice, subject to the following provisions:
  - a) The arbitrator shall accept oral or written evidence as the arbitrator in its discretion considers proper, whether admissible in a court of law or not.
  - b) The parties may rely on photocopies of originals.
  - c) No notice under the *Evidence Act* is required for business records.
  - d) Expert reports, if any, shall be delivered to the other party at least seven (7) days prior to the date of the arbitration hearing.
  - e) The parties shall be permitted to present oral evidence only if a signed will-say statement is delivered to all parties at least seven (7) days prior to the arbitration hearing date. The will-say statement must include the name and address of the witness as well as an outline of the evidence to be presented. If this requirement is not met, the oral evidence will only be permitted with the leave of the arbitrator.

10. **Offers to Settle:** Rule 49 of the Rules of Civil Procedure or its successor, applies to these proceedings subject to the following provision: An offer to be effective must be delivered to the other party or parties no later than seven (7) days before the date of the arbitration hearing.
11. **Costs of Arbitration:** The arbitrator shall allocate the obligation to pay the costs of the arbitration amongst the parties. The allocation shall be at the absolute discretion of the arbitrator; however, the arbitrator in making an award of costs shall consider the conduct of the parties including the efforts of the parties to proceed with haste, and any offers to settle. Any amounts held to be payable by an owner or a tenant may be paid by the Corporation and then shall be added to the common expenses for the unit and collectible as such, including by way of lien in accordance with the Act.
12. **Arbitral Award:** The arbitrator shall render a decision, together with written reasons, as soon as reasonably possible, and in any case, no later than thirty (30) days after the final submissions of the parties. The arbitrator shall deliver a copy of the decision and reasons to each of the parties to the dispute. The arbitrator's award may include an award of costs, payable by any party or parties to any other party or parties, incurred in relation to the arbitration and/or prior mediation.
13. **Appeal:** The arbitrator's award shall be binding, except that there is an appeal to the Ontario Superior Court of Justice from an arbitrator's award on a question of law or a question of mixed law and fact.

**ARTICLE V  
COMMON EXPENSES**

Any amounts owing to the corporation by an owner, as a result of any mediation or arbitration, shall be added to the common expenses for the owner's unit.


**ARTICLE VI  
MISCELLANEOUS**

1. **Invalidity:** The invalidity of any part of this by-law shall not impair or affect in any manner the validity and enforceability or effect of the balance thereof.
2. **Waiver:** No restriction, condition, obligation or provision contained in this by-law shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.
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5. **Preparation:** This document was prepared in the year 2007 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 11 day of JULY, 2007.

CARLETON CONDOMINIUM CORPORATION NO. 389

  
 Print Name: RICHARD WILSON  
 Print Title: PRESIDENT

I have authority to bind the Corporation