

DECLARATION

MADE PURSUANT TO THE CONDOMINIUM ACT

THIS DECLARATION (hereinafter called the "declaration") is made and executed pursuant to the provisions of the Condominium Act, R.S.O. 1970, Chapter 77, as amended, and the regulations made thereunder (all of which are hereinafter referred to as the "Act")

BY:

WINDSOR PARK VILLAGE LIMITED, having its Head Office in the City of Ottawa, in the Regional Municipality of Ottawa-Carleton,

(Hereinafter called the "Declarant")

WHEREAS the Declarant is the owner in fee simple of lands and premises 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 Section 4 of the Act.

WHEREAS the Declarant has constructed buildings upon the said lands containing one hundred and twenty-three dwelling 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 HEREBY DECLARES AS FOLLOWS:

I. INTRODUCTORY

(1) Definitions - The following terms used herein have the meanings set out below, unless the context otherwise requires:

- (a) common elements means all the property except the units;
- (b) common interests means the interest in the common elements appurtenant to a unit;
- (c) owner means the owner or owners of the freehold estate or estates in a unit and common interest, but does not include a mortgagee unless in possession;

- (d) Property means the land and interest appurtenant to the land described in the description and Schedule "A" annexed hereto and includes any land and interests appurtenant to lands that are added to the common elements;
- (e) unit means a part or parts of the land included in the description, and designated as a unit by the description, and comprises the space enclosed by its boundaries and all the material parts of the land within this space at the time the declaration and description are registered.
- (f) The definition of "unit" for the purposes of the duties to repair and maintain under Section 16 and 17 of the Act and this declaration shall extend to all improvements made by the Declarant in accordance with its architectural plans notwithstanding that some of such improvements may be made after registration of the declaration;
- (g) Other terms used herein shall have ascribed to them the definitions contained in the Act, as amended from time to time.

(2) Statement of Intention

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

(3) Consent of Encumbrancers.

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

(4) Boundaries of Units and Monuments.

The monuments controlling the extent of the units are the physical surfaces mentioned in the boundaries of units in Schedule "C" attached hereto.

(5) Common Interests and Common Expenses.

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

(6) Address for Service

The corporation's address for service shall be

3590 Downpatrick Road
Ottawa, Ontario

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

II. COMMON EXPENSES

(1) Specification of Common Expenses

Common expenses means the expense of the performance of the obligations

102715

(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.

III COMMON ELEMENTS

(1) Use of Common Elements

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.

(2) Exclusive Common Elements

Each unit owner shall be entitled to the exclusive use of those portions of the common elements designated by the number of the particular unit followed by the letters A or B.

(3) (a) The Corporation may by a vote of members, who own eighty (80%) percent of the common elements, 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) The Corporation may by a vote of the 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.

(c) For the purpose of this clause, 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.

IV UNITS

(1) Occupation and Use

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

(a) Each unit shall be occupied and used only as a private single family residence and for no other purpose, provided, however, that the foregoing shall not prevent the Declarant from completing the building and all improvements to the property, maintaining units as models for display and sale purposes, and otherwise maintaining construction offices, displays, and signs until all units have been sold by the Declarant.

(b) No unit shall be occupied or used by any one in such a manner as to result in the cancellation, or threat of cancellation, of any policy of insurance referred to in this declaration.

(c) The owner of each unit shall comply and shall require all residents and visitors to his unit to comply with the Act, this declaration, and the by-laws, and the rules and regulations passed pursuant thereto.

(d) No owner shall make any structural change or alteration in or to his unit or make any change to an installation upon the common elements, or maintain, decorate, alter or repair any part of the common elements, except for maintenance of those parts of the common elements which he has the duty to maintain, without the consent of the board.

(2) Requirements for Leasing

(a) 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."

(b) 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.

(c) 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.

V BY-LAWS

The corporation may, by a vote of members who own $66 \frac{2}{3}$ per cent of the common elements, make by-laws:

(a) governing the management of the property;

(b) governing the use of units or any of them for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and other units;

(c) governing the use of the common elements;

(d) regulating the maintenance of the units and common elements;

(e) governing the use and management of the assets of the corporation;

(f) respecting the board;

(g) specifying duties of the corporation;

- (h) regulating the assessment and collection of contributions towards the common expenses.
- (i) respecting the conduct generally of the affairs of the corporation;

VI MAINTENANCE AND REPAIRS

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

Each owner shall be responsible for all damages to any and all other units and to the common elements, which are caused by the failure of the owner to so maintain and repair his unit, save and except for any such damages to the common elements for which the cost of repairing same may be recovered under any policy or policies of insurance held by the corporation.

The corporation shall make any repairs that an owner is obligated to make and that he does not make within a reasonable time; and in such an event, an owner shall be deemed to have consented to having repairs done to his unit by the corporation; and an owner shall reimburse the corporation in full for the cost of such repairs, including any legal or collection costs incurred by the corporation in order to collect the costs of such repairs, and all such sums of money shall bear interest at the rate of twelve per cent (12%) 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 expense and recoverable as such.

(2) Repairs and Maintenance of Common Elements by the Corporation

The corporation shall repair and maintain the common elements which includes repair and maintenance to all doors which provide the means of ingress to and egress from a unit and to all windows, save and except maintenance of interior surfaces of windows, all at its own expense.

VII DAMAGE

(1) Procedure Where Damage Occurs.

Where the board has determined that there has been substantial damage to 25% of the buildings, notice of such determination shall be given within 10 days thereof to all owners and mortgagees, with such notice to the mortgagees to be sent by registered mail. Such notice may be combined with notice to the owners of a meeting called for the purpose of voting for repair.

(2) Plans and Specifications.

A complete set of all the original architectural and structural plans and specifications for the buildings, including plans and specifications for any additions, alterations or improvements from time to time made to the common elements or to any unit with the 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.

(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 Corporations 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.
- (b) the holding of such proceeds in trust for those entitled thereto pursuant to the provisions of this declaration.
- (c) the disbursement of such proceeds in accordance with the provisions of the Insurance Trust Agreement.
- (d) the notification by the Insurance Trustee to the mortgagees of any insurance monies 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.

(2) In the event that:

- (a) the corporation is obligated to repair any unit insured under paragraph (1) subclause (b) of Clause IX hereof, in accordance with the provisions of Section 16 (6) or Section 17 (2) 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 Section 17 (2) of the Act and there is termination in accordance with the provisions of Section 18 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.
- (c) the board, in accordance with the provisions of Section 17 (1) of the Act, determines that there has not been substantial damage to 25 per cent of the buildings, the Insurance Trustee shall hold all proceeds for the corporation and owners whose units have been damaged and shall disburse such proceeds for the benefit of the corporation and the 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 Clause VI of this declaration, and Section 16 (6) of 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 sub-clause 2 of Clause VIII 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.

IX INSURANCE

(1) 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 clause.

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

Such policy or policies of insurance shall insure the interests of the corporation and the owners from time to time, as their respective interests may appear, with mortgagee endorsements, which shall be subject to the provisions of this declaration and the Insurance Trust Agreement; and shall contain the following provisions:-

- i) that loss shall be payable to the Insurance Trustee;
- ii) 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 and fraud;
- iii) that such policy or policies of insurance shall not be cancelled or substantially modified without at least sixty days prior written notice to all parties whose interests appear thereon, and to the Insurance Trustee;

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- iv) waivers of any defence based on co-insurance or of invalidity arising from the conduct on 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 any owner;
- vi) a waiver of the insurer's option to repair, rebuild, or replace in the event that after damage the government of the property by the Act is terminated.

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

(2) General Provisions

- (a) Prior to obtaining any policy or policies of insurance under sub-clause (1) of this Clause IX, 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 affected pursuant to sub-clause (1) of this Clause IX 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) No mortgage may be placed against any unit unless the mortgagee agrees to waive 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 an 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 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 certified copies of new insurance policies shall be furnished to each owner and 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.
- (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.

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 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, 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 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.

X 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, his family or any member thereof, any other resident of his unit or any guests, invitees or licensees of such owner or resident 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 the Corporation.

All payments pursuant to this clause are deemed to be additional contributions toward the common expenses and recoverable as such.

As soon as practicable after the registration of this declaration, the members may, without notice, hold their first meeting for the purposes of electing directors. The board so elected may, without notice, held its first meeting, provided a quorum of directors is present. Any by-law may be passed by the Corporation, without a meeting, provided the consent to the by-law, by members who own 100% of the common elements, is endorsed thereon.

XII THE DECLARANT'S AGREEMENT WITH THE CORPORATION

The Declarant shall enter into an Agreement with the Corporation as attached hereto as Schedule "E" to provide the Corporation with office and storage area and recreation facilities.

XIII GENERAL MATTERS AND ADMINISTRATION

(1) 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 or any part of the common elements over which the owner has the exclusive use, 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 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 any one authorized by it may determine whether an emergency exists.
- (c) If an owner shall not be personally present to grant entry to his unit, the corporation, or its agents, may enter upon such unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof; provided that they exercise reasonable care.
- (d) The 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.

(2) 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.

(3) 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.

(4) 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.

(5) 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 who has notified his interest to the corporation at such address as is given by each mortgagee to the corporation for the purpose of notice; and if mailed as aforesaid the same shall be deemed to have been received and to be effective on the first 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.

(6) Construction of Declaration

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

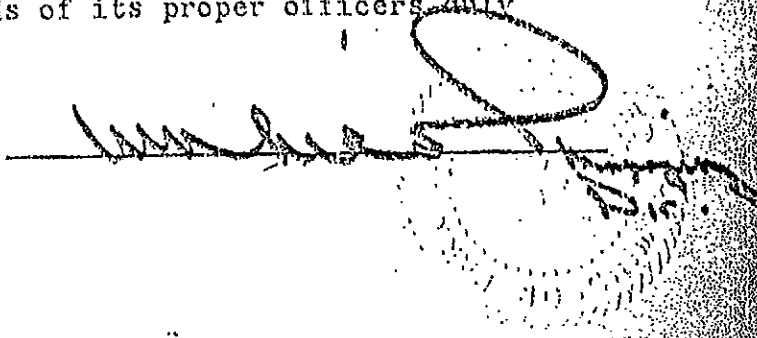
(7) Headings

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 Ottawa and Province of Ontario, this 15th day of May 1974

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

A handwritten signature in dark ink is written over a horizontal line. To the right of the signature is a circular embossed corporate seal, which is partially obscured by the signature and the grain of the document.

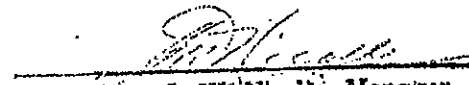
SCHEDULE "A"

Blocks 28 and 29 on Plan M-129 and Block A on Plan M-135 both plans registered in the Land Registry Office of Ottawa No. 4 subject to a certain drainage award and the drain or drains made or to be made and maintained under said award crossing and affecting said land as referred to in Instrument 40944. Filed for reference only in the Land Registry Division of Ottawa No. 4 as No. 94712.


The undersigned, being persons having registered encumbrances against the lands or interest appurtenant to the lands described in Schedule "A" hereto hereby consent to the registration of this declaration:

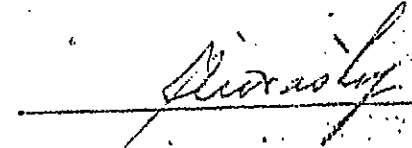
THE CANADA PERMANENT MORTGAGE CORPORATION


P. CRAIG, MORTGAGE MANAGER (OTTAWA)


A. W. Nicolle, Manager


THE CORPORATION OF THE CITY OF OTTAWA


ACTING MAYOR

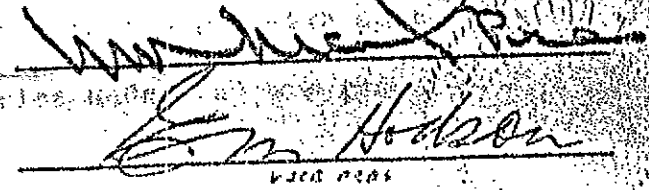

CLERK

THE TOWNSHIP OF GLOUCESTER


Roman Ouanie


Fred Milgram
By-law # 74/74 Passed May 1/74

CARLETON CONDOMINIUM CORPORATION NO. 27


E. M. Hodson

SCHEDULE "C"

The monuments which control the extent of the units are the physical surfaces hereinafter referred to:

HORIZONTAL BOUNDARIES of Units are:-

- (a) The lower boundary of a unit is the upper surface of the poured concrete basement floor or upper surface of 2 x 10' floor joist.
- (b) The upper boundary of a unit is the upper surface of the drywall ceilings on second floor.

VERTICAL BOUNDARIES of Units are:-

- (a) The vertical boundary of a unit is the interior face of the poured concrete wall in the basement and unfinished interior line and face of 2" x 4" studs on the first and second floors of exterior walls. In walls separating units from other units the boundary would be the unit side face of the concrete block or masonry wall dividing such units. Notwithstanding the above, the units shall not include pipes, wires, cables, or any other part of a utility that serves more than one unit, but shall include such pipes, wires, cables or other utility that serves that particular unit.

- (b) The above boundaries under (a) are produced

Window
line face of studs

UNIT NO.

LEVEL NO.

COMMON INTEREST
COMMON EXPENSES

1	1	.813
2	1	.813
3	1	.813
4	1	.813
5	1	.813
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41	1	.813
42	1	.813
43	1	.813
44	1	.813
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46	1	.813
47	1	.813
48	1	.813
49	1	.813
50	1	.813

UNIT NO.LEVEL NO.COMMON INTEREST
COMMON EXPENSES

51	1	.813
52	1	.813
53	1	.813
54	1	.813
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56	1	.813
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95	1	.813
96	1	.813
97	1	.813
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99	1	.813
100	1	.813
101	1	.813
102	1	.813

UNIT NO.

LEVEL NO.

COMMON INTEREST
COMMON EXPENSES

110	1	.813
111	1	.813
112	1	.813
113	1	.813
114	1	.813
115	1	.813
116	1	.813
117	1	.813
118	1	.813
119	1	.813
120	1	.813
121	1	.813
122	1	.813
123	1	.814

THIS AGREEMENT made this day of

1974.

B E T W E E N:

WINDSOR PARK VILLAGE LIMITED, a body corporate and politic duly incorporated under the laws of the Province of Ontario having its head office in the City of Ottawa, in the Regional Municipality of Ottawa-Carleton

(Hereinafter called the "Developer")

OF THE FIRST PART

AND:

CARLETON CONDOMINIUM CORPORATION NO. , A Corporation created under the Condominium Act, Statutes of Ontario, 1967, Chapter 12 and having its head office in the said City of Ottawa,

(Hereinafter called the "Condominium Corporation")

OF THE SECOND PART

WHEREAS the Developer is the owner of those lands and premises partly located in the City of Ottawa and partly in the Township of Gloucester and more particularly described in Schedule I attached to and forming part of this agreement and hereinafter referred to as "the Development Lands."

AND WHEREAS the Developer has caused to be constructed certain rental buildings and certain recreational facilities including a recreation building, tot lot and a swimming pool on Block 4 of Plan M-129.

AND WHEREAS Carleton Condominium Corporation No. has been constructed on Blocks 28 and 29 of Plan M-129 and Block A

recreation lands are reserved exclusively for the owners and occupants of the Development on Block 4 of Plan M-129.

AND WHEREAS the Developer has previously agreed to allow Carleton Condominium Corporation # 27 the use of the recreation lands for the benefit of Carleton Condominium Corporation # 27 and its' members together with owners and occupants of the development on Block 4 of Plan M-129.

AND WHEREAS the Developer has agreed to allow the Condominium Corporation the use of the recreation lands for the benefit of the Condominium Corporation and its' members.

AND WHEREAS for the proper and harmonious development of the Condominium Lands and the Development Lands the parties have agreed to enter into this agreement;

NOW THEREFORE in consideration of the mutual covenants hereinafter contained the parties hereto agree as follows:

1. The Developer agrees that it will, at its' expense, duly and adequately provide for the Condominium Corporation, office and storage facilities within the recreation building owned by the Developer together with such rights of ingress and egress over the lands and premises of the Developer as may be required to permit the Condominium Corporation access to such office and storage facilities provided.
2. The Developer agrees that it will allow the Condominium Corporation and each of its' members and members of the family of such members and their guests the full use, occupation and enjoyment of the Recreation Facilities as they now exist, in common and together with owners and occupants as may from time to time occupy premises situate on Block 4 of plan M-129 as well as members, their families and guests of Carleton Condominium

of the recreation building, tot lot and swimming pool as presently constructed on the Development Lands.

3. The Condominium Corporation agrees that all of the Recreation Facilities to be used are the sole property of the Developer and that the Developer has all rights of management and control over the Recreation Facilities and that in consideration of the use, occupation, and enjoyment of the Recreation Facilities as referred to in paragraph 2 of this agreement, it and each of its members and members of the families of such members and their guests will abide by any and all Rules and Regulations from time to time enacted by the Developer governing the use of the Recreation Lands, and further it will pay to the Developer as a portion of the Operating Expenses of such Recreation Facilities such amount or amounts of the total annual expenses incurred by the Developer in the operation of such Recreational Facilities to be determined as follows:

- a) Upon registration of the Condominium Corporation to which this agreement pertains an amount equal to sixty percent (60%) of the total annual expenses incurred by the Developer in the operation of such Recreational Facilities;
- b) Upon the registration of the Declaration and By-Laws of the Condominium Corporation by the Developer on the Development lands the amount referred to in Paragraph (a) above shall be reduced on a pro rata basis, calculated on the proportion of use between the rental project presently located on the Development lands, Carleton Condominium No. 27 and the Condominium

4. The Developer shall grant to the Condominium Corporation the right-of-way for the use of certain unit owners, their families, guests, agents and assigns over the roadway presently erected on the northerly portion of Block 4 of Plan M-129 more particularly described as Part 1. on Plan 4R-874 as registered in the Registry Office at the City of Ottawa.

The Developer agrees that it is responsible for all capital costs and snow removal expenses on the said roadway.

The Condominium Corporation agrees that it shall be responsible for all capital costs and snow removal expenses incurred on any access to the said roadway from the lands owned by the said Condominium Corporation.

5. This agreement shall be registered against the title to the Condominium Lands and the Development Lands.

6. This agreement shall be binding upon and enure to the benefit of the Condominium Corporation and its members, their heirs, executors, administrators, successors and assigns and the Developer, its successors and assigns.

IN WITNESS WHEREOF this agreement has been duly executed by the parties hereto.

WINDSOR PARK VILLAGE LIMITED

Per _____

Per _____

CARLETON CONDOMINIUM CORPORATION
NO. 42

Per _____

Per _____

102715

DATED: May 15, 1974

(23)

PROPERTY OF
THE LAND REGISTRY OFFICE (No. 4)

102715

CARLETON CONDOMINIUM CORPORATION
NO. 42

PROPERTY OF
THE LAND REGISTRY OFFICE (No. 4)

No. Received at 3:55 o'clock P.M. on
day of
MAY 23 1974
Land Registry Office
at Ottawa
No. 4
D. J. ...
LAND REGISTRAR

D E C L A R A T I O N

Messrs. Nicol & O'Connor
Barristers and Solicitors
331 Cooper Street
Suite 202
OTTAWA, Ontario
K2P 0G5

LAND REGISTRY #4

EXECUT.	
MISC.	
CHGR.	
ASSESS.	

5102
1150

Printed Figures Show
Paid or Charp
\$23.075
Printed Figures Show
Paid or Charp
\$23.075
Printed Figures Show
Paid or Charp
\$23.075

SCHEDULE "A"
RULES AND REGULATIONS

The following rules and regulations shall be observed by the owners and the term "owner" shall include the owner or any other person occupying the unit with the owner's approval:

1. The water closets and other water apparatus shall not be used for purposes other than those for which they are constructed and no sweepings, garbage, rubbish, rags, ashes or other substances shall be thrown therein. Any damage resulting to them from misuse or from unusual or unreasonable use shall be borne by the owner who, or whose family, guests, visitors, servants, clerks or agents shall cause it.
2. No sign, advertisement or notice other than the usual signs offering a unit for sale or rent with dimensions not exceeding two feet by three feet shall be inscribed, painted, affixed or placed on any part of the inside or outside of the buildings or common elements whatsoever without the prior written consent of the board.
3. No awnings or shades shall be erected over and outside of the windows or balconies without the prior written consent of the board.
4. No owner shall do, or permit anything to be done in his unit or bring or keep anything therein which will in any way increase the risk of fire or the rate of fire insurance on any building, or on property kept therein, or obstruct or interfere with the rights of other owners, or in any way injure or annoy them, or conflict with the laws relating to fire or with the regulations of the Fire Department or with any insurance policy carried by the corporation or any owner or conflict with any of the rules and ordinances of the Board of Health or with any statute or municipal by-law.
5. Nothing shall be placed on the outside of window sills or projections.
6. Water shall not be left running unless in actual use.

7. The owner shall not place, leave or permit to be placed or left in or upon the common elements including those of which he has the exclusive use, any debris, refuse or garbage except on days designated by the board or the manager as garbage pick-up days nor shall he directly carry or place same in any area designated by the corporation as a central garbage depository.

Such debris, refuse or garbage shall be contained in properly tied polyethylene or plastic garbage bags not exceeding twenty-five pounds per bag in weight. Where such debris, refuse or garbage consists of packing cartons or crates, the owner shall arrange with the manager for a pick-up thereof and such packing cartons or crates shall not in any event be left outside the unit.

8. Owners, their families, guests, visitors and servants shall not create or permit the creation of or continuation of any noise or nuisance which, in the opinion of the board or the manager, may or does disturb the comfort or quiet enjoyment of the property by other owners, their families, guests, visitors, servants and persons having business with them.

9. Nothing shall be thrown out of the windows or doors of the buildings.

10. No animal, livestock or fowl other than a pet shall be kept on the property and no pet that is deemed by the board or manager, in its absolute discretion, to be a nuisance shall be kept by any owner of any unit or in any other part of the property. Any owner who keeps a pet on the property or any part thereof 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.

11. Owners shall not overload existing electrical circuits.

12. No auction sale shall be held on the property.

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13. No stores of coal or any combustible or offensive goods, provisions or materials shall be kept on the property.
14. No noise, caused by any instrument or other device, or otherwise, which in the opinion of the board may be calculated to disturb the comfort of the other owners shall be permitted.
15. The sidewalks, entry, passageways, walkways and driveways used in common by the owners shall not be obstructed by any of the owners or used by them for any purpose other than for ingress and egress to and from their respective units.
16. No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window, door or those parts of the common elements over which the owner has exclusive use. Only seasonal furniture is allowed on balconys. No hanging or drying of clothes is allowed on balconies and balconies shall not be used for storage.
17. No motor vehicle other than a private passenger automobile, station wagon or commercial vehicle other than a one-half ton pick-up truck with uncovered rear end and sills not exceeding four feet in height shall be parked on any part of the common elements (including any part thereof, of which any owner may have the exclusive use) nor shall any repairs be made to such motor vehicle on the common elements and no motor vehicle shall be driven on any part of the common elements other than on a driveway or parking space.
18. No motor vehicle, trailer, boat, snowmobile, mechanical toboggan, machinery or equipment of any kind shall be parked on any part of the common elements other than on a designated parking space.
19. No television antenna, aerial, tower or similar structure and appurtenances thereto shall be erected on or fastened to any unit, except for in connection with a common television cable system.
20. No one shall harm, mutilate, destroy, alter or

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litter any of the landscaping work on the property, including grass, trees, shrubs, hedges, flowers or flower beds.

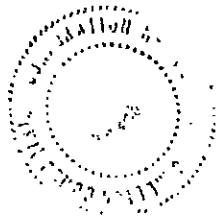
21. No building or structural or tent shall be erected and no trailer either with or without living, sleeping or eating accommodation shall be placed, located, kept or maintained on the common elements.

22. Any loss, cost or damages incurred by the corporation by reason of a breach of any rules and regulations in force from time to time by any owner, his family, guests, servants, agents or occupants of his unit shall be borne by such owner and may be recovered by the corporation against such owner in the same manner as common expenses.

Condominium Corporation #42

P.O. BOX 1517 STATION B

BY-LAWS
OF
CARLETON CONDOMINIUM
CORPORATION NO. 42



102765
DATED: MAY 24TH, 1974
27

CONDOMINIUM CORPORATION NO. 42

PROPERTY OF
THE LAND REGISTRY OFFICE (No. 4)

No. 102765
Received at
Land Registry Office
at Ottawa
No. 4
MAY 24 1974
L. J. ...
LAND REGISTRAR

BY-LAW NO: 1

LAND REGISTRY #4

EXECUT.		
AMT/CO.		
CHECK	<i>PM</i>	
ASSES.		<i>100</i>

Messrs. Nicol & O'Connor
Barristers and Solicitors
331 Cooper Street
Suite 202
OTTAWA, Ontario
K2P 0G5

Total Figures Show
Paid or Charged
E24 208 0001000 1F

Carleton Condominium Corporation #42

P.O. BOX 2517 STATION D
OTTAWA, ONTARIO
K1P 5W6

CERTIFICATE

Carleton Condominium Corporation Number 42 hereby certifies that the By-law Number 2 attached hereto was made in accordance with The Condominium Act, 1978, being Chapter 84 of the Statutes of Ontario, 1978 and any amendments thereto, the Declaration and the By-laws of the Corporation, and that the said By-law Number 2 was amended by a majority vote of registered owners at the Annual General Meeting, held on October 10, 1979, to include the following under Article V, Number 14 of the By-law Number 2:

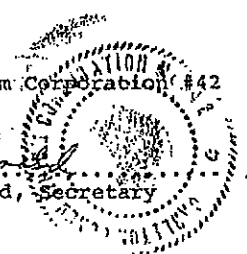
"The six Directors and two appointed Officers of the Board, while they actively serve on the Board, will be exempt from paying condominium fees. Positions exempt are: President, Vice-President, Treasurer, Secretary, two Directors-at-Large, and two appointed Officers of the Board"

and is in full force and effect.

Dated in OTTAWA.....this 11th.....day of DECEMBER.....19 79.

Carleton Condominium Corporation #42

By Brian MacDonald
Brian MacDonald, Secretary





ONTARIO

MINISTRY OF CONSUMER AND COMMERCIAL RELATIONS

LAND REGISTRY NO. 4

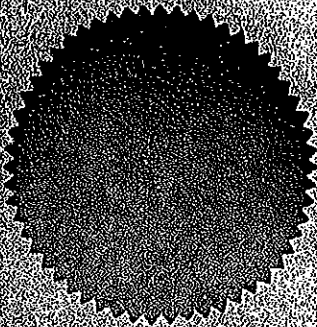
CERTIFIED to be a true copy of an instrument

registered or document deposited under No. 102745

in the Land Registry Office for Ottawa No. 4

DATED at Ottawa this 23rd day of May

1974



J. M. Foster
DEPUTY LAND REGISTRAR

102745

CONDOMINIUM CORPORATION NO. 42

BY-LAW NO. 1

Be it enacted as a by-law of Carleton Condominium Corporation No. 42 (hereinafter referred to as the "Corporation") as follows:

ARTICLE I

DEFINITIONS

The terms used herein shall have ascribed to them the definitions contained in The Condominium Act, 1970, hereinafter called "The Act", and the declaration.

ARTICLE II

SEAL

The corporate seal of the corporation shall be in the form impressed hereon.



ARTICLE III

REGISTER

The corporation shall keep a register (hereinafter called "the register") respecting the property which shall note the name and address of the owner and mortgagee of each unit who have notified the corporation of their respective interests in the property. The address of each owner shall be the address of his unit and the address of each mortgagee shall be the address shown for him on his mortgage registered in the office of Land Titles, unless the corporation is given notice of a different address by such owner or mortgagee.

ARTICLE IV

MEETING OF MEMBERS

1. Annual Meeting: The annual meeting of the members shall be held at such place within the 3590 Downpatrick Road, Ottawa office at such time and on such day in each year as the board may from time to time determine, for the purpose of hearing and receiving the reports and statements required.....

by The Act and the by-laws of the corporation, to be read at and laid before the members at an annual meeting; electing directors; appointing the auditor and fixing or authorizing the board to fix his remuneration and for the transaction of such other business as may properly be brought before the meeting. Not more than (15) months shall elapse between the dates of two successive annual general meetings. The first annual general meeting shall be called within fifteen (15) months of the date of registration of the declaration or within thirty (30) days after fifty per cent (50%) of the units have been sold and transfers or deeds thereto have been registered, whichever of such times is earlier.

2. Special Meeting: The board shall have the power at any time to call a special meeting of the members of the corporation to be held at such time and at such place within the said Municipality as may be determined by the board. The board shall also call such special meeting upon notice in writing of the owners or mortgagees (or combination thereof) entitled to vote with respect to 25% of the common elements within ten days of giving of such notice. If the board does not within ten (10) days from the date of such notice call such meeting, which shall be held within fourteen (14) days from the date of the calling thereof, any of the owners or mortgagees who gave such notice may call such meeting which shall be held within thirty (30) days from the date of calling of such a meeting.

3. Notices: Notice of the time and place of each annual, regular or special meeting shall be given not less than ten (10) days before the day on which the meeting is to be held, to the auditor of the corporation and to each owner and mortgagee who is entered on the register at the date of giving of such notice. The corporation shall not be obliged to give notice to any owner who has not notified the corporation that he has become an owner or to any mortgagee who has not notified the corporation that he has become

a mortgagee and has been authorized or empowered in his mortgage to exercise the right of the mortgagor to vote. Notice of meetings as hereinbefore required shall have appended to it an agenda of matters to be considered at such meeting.

4. Reports: A copy of the Financial Statement and a copy of the Auditor's Report shall be furnished to every owner and mortgagee entered on the register a copy of the Minutes of meetings of members and of the board, shall, within ten (10) days of the date of such meeting, be furnished to each such mortgagee who has requested the same.

5. Persons entitled to be present: The only persons entitled to attend a meeting of members shall be the owners and mortgagees entered on the register, and any others entitled to vote thereat and the auditor of the corporation and the directors and officers of the corporation and others who, although not entitled to vote, are entitled or required under the provisions of The Act or the by-laws of the corporation to be present at the meeting. Any other person may be admitted only on the invitation of the Chairman of the meeting or with the consent of the meeting.

6. Quorum: At any meeting of members, a quorum shall be constituted when persons entitled to vote and owning not less than thirty-three and one-third per cent (33-1/3%) of the common elements are present in person or represented by proxy at such meeting. If thirty (30) minutes after the time appointed for the holding of any meeting of members, a quorum be not present, the meeting shall be dissolved and shall stand adjourned to the same time on the corresponding day of the next week, at such place within the said Municipality as the board shall determine. Notice of the time, day and place of the convening of such adjourned meeting shall be given not less than three (3) days prior to the convening of such meeting, and if thirty (30) minutes after the convening of such meeting a quorum be not present, those members who are present in person or by proxy and

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entitled to vote shall be deemed to be a quorum, and may transact all business which a full quorum might have done.

7. Right to vote: At each meeting of members, every member shall be entitled to vote who is entered on the register as an owner or has given notice to the corporation in a form satisfactory to the Chairman of the meeting that he is an owner. If a unit has been mortgaged the person who mortgaged such unit (or his proxy) may nevertheless represent such unit at meetings and vote in respect thereof, unless in the instrument creating the mortgage he has expressly authorized or empowered the mortgagee to vote, in which case such mortgagee (or his proxy) may attend meetings and vote in respect of such unit upon filing with the Secretary of the meeting sufficient proof of the terms of such instrument or if such mortgagee has notified the corporation of his rights in accordance with paragraph 3 of this Article. Any dispute over the right to vote shall be resolved by the Chairman of the meeting upon such evidence as he may deem sufficient. The vote of each such owner or mortgagee shall be equal to the percentage of common interest of the unit as set out in the declaration and represented by such owner or mortgagee on a vote by ballot and shall be one vote per unit on a vote by show of hands.

8. Method of voting: At any general or special meeting, any question shall be decided by a show of hands unless a poll is demanded by a member present in person or by proxy, and unless a poll is so demanded a declaration by the Chairman that such question has by the show of hands been carried is prima facie proof of the fact without proof of the number or proportion of votes recorded in favour of or against such question, but a demand for a poll may be withdrawn; provided however, that voting for the election of directors shall be by ballot only.

9. Representatives: An executor, administrator, committee of a mentally incompetent person, guardian or

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trustee (and where a corporation acts in such capacity any person duly appointed a proxy for such corporation) upon filing with the Secretary of the meeting sufficient proof of his appointment, shall represent the owner or mortgagee at all meetings of the members of the corporation and may vote in the same manner and to the same extent as such member. If there be more than one executor, administrator, committee, guardian or trustee, the provisions of paragraph 10 of this Article shall apply.

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

11. Co-owners: If a unit or a mortgage on a unit is owned by two or more persons, any one of them present or represented by proxy may in the absence of the other or others vote, but if more than one of them are present or represented by proxy, they shall vote in the same way, failing which the vote for such unit shall not be counted.

12. Votes to govern: At all meetings of members every question shall, unless otherwise required by The Act or the declaration or by-laws be decided by a majority of the votes as defined in paragraph 7 of this article, duly cast on the question.

ARTICLE V

THE CORPORATION

1. Duties of the corporation: The duties of the corporation shall include, but shall not be limited to the

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following:

- (a) operation, care, upkeep and maintenance of the common elements;
- (b) collection of the common element charges from the owners;
- (c) supplying heat, hydro and water to the building and common elements except where the corporation is prevented from carrying out such duty by reason of any event beyond the reasonable control of the corporation. If any apparatus or equipment used in effecting the supply of heat, hydro or water at any time becomes incapable of fulfilling its function or is damaged or destroyed, the corporation shall have a reasonable time within which to repair or replace such apparatus and the corporation shall not be liable for indirect or consequential damages or for damages for personal discomfort or illness by reason of the breach of such duty;
- (d) obtaining and maintaining insurance for the property as may be required by the declaration or by-laws;
- (e) repairing and restoring of the common elements in accordance with the provisions of The Act, the declaration and by-laws;
- (f) obtaining and maintaining fidelity bonds where obtainable, in such amounts as the board may deem reasonable, for such officers and directors or employees as are authorized to receive or disburse any funds on behalf of the corporation;
- (g) causing audits to be made after every year and making auditors' statements

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available to the owners and mortgagees.

2. Powers of the corporation: The powers of the corporation shall include but shall not be limited to the following:

- (a) employment and dismissal of personnel necessary for the maintenance and operation of the common elements;
- (b) adoption and amendment of rules and regulations concerning the operation and use of the property;
- (c) employing a manager at a compensation to be determined by the board, to perform such duties and services as the board shall authorize, subject to ratification by a by-law of the corporation;
- (d) obtaining and maintaining fidelity bonds for any manager where deemed necessary by the board, and in such a manner as the board may deem reasonable;
- (e) investing reserves held by the corporation, provided that such investment shall be those permitted by The Trustee Act, Revised Statutes of Ontario, 1970, Chapter 470 and amendments thereto, and convertible into cash in not more than ninety (90) days;
- (f) 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;
- (g) to borrow such amounts as in its discretion are necessary or desirable in order to protect, maintain, preserve or insure the due and continued operation of the property in accordance with the declaration and

- by-laws 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 common expenses, subject to approval of each such borrowing or loan by the unit owners at a meeting duly called for the purpose;
- (h) to retain and hold any securities or other property, whether real or personal, which shall be received by the corporation, whether or not the same is authorized by any law, present or future for the investment of trust funds;
 - (i) to sell, convey, exchange, assign or otherwise deal with any real or personal property at any time owned by the corporation at such price, on such terms, and in such manner as the corporation in its sole discretion deems advisable and to do all things and execute all documents required to give effect to the foregoing;
 - (j) to lease any part or parts of the common elements except such over which any owner has the exclusive use as agent of the owners.

ARTICLE VI

BOARD OF DIRECTORS

1. The affairs of the corporation shall be managed by the board.
2. Quorum: Until changed by a by-law, the number of directors shall be five (5) of whom three (3) shall constitute a quorum for the transaction of business at any meeting of the board. Notwithstanding vacancies, the remaining directors may exercise all the powers of the board so long as a quorum

of the board remains in office.

3. Qualifications: Each director shall be eighteen (18) or more years of age and need not be a member of the corporation.

4. Election and term: The directors of the corporation shall be elected in rotation and shall be eligible for re-election. At the first meeting of the members held to elect directors ~~two~~(2) directors shall be elected to hold office for a term of one (1) year; ~~two~~(2) directors shall be elected to hold office for a term of two (2) years; and one (1) director shall be elected to hold office for a term of three years. Such directors may, however, continue to act until their successors are elected. If more than one (1) of such directors whose terms are not of equal duration shall resign from the board prior to the expiration of their respective terms, and shall be replaced at a meeting of members called for that purpose, the director or directors receiving the greater votes shall complete the longest remaining terms of the resigning directors. At each annual meeting thereafter a number of directors equal to the number of directors retiring in such year shall be elected for a term of three (3) years.

5. Removal of directors and filling of vacancies: The members may by resolution passed by majority vote at a meeting of members called for such purpose remove any director before the expiration of his term of office. The members may elect a person in place of any director who has been removed, died or resigned for the remainder of his term, at any annual or special meeting.

6. Calling of meetings: Meetings of the board shall be held from time to time at such place and at such time and on such day as the President and a Vice-President who is a director or any two directors may determine, and the Secretary shall call meetings when directly authorized by the President or by the Vice-President who is a director or

by any two directors. Notice of any meeting so called shall be given personally, by ordinary mail or telegraph to each director not less than forty-eight (48) hours (excluding any part of a Sunday or of a holiday as defined by the Interpretation Act of Canada for the time being in force) before the time when the meeting is to be held, save that 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.

7. Regular meetings: 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 of regular meetings of the board shall be sent to each director forthwith after being passed, but no other notice shall be required for any such regular meeting.

8. First meeting of new board: The board may without notice hold its first meeting for the purpose of organization and the election and appointment of officers immediately following the meeting of members at which the directors of such board were elected, provided a quorum of directors be present.

9. Interest of directors in contracts: No director shall be disqualified by his office from contracting with the corporation nor shall any contract or arrangement entered into by or on behalf of the corporation with any director or any firm or corporation in which any director is in any way interested be avoided, nor shall any director so contracting or being so interested be liable to account to the corporation for any profit realized by any such contract or arrangement by reason of such director holding such office or of the fiduciary relationship thereby established provided that the provisions of paragraph 10 of this Article VI are complied with.

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

11. Protection of directors and officers: No director or officer of the corporation shall be liable for the acts, neglect or default of any other director or officer or for joining in any act for conformity or for any loss or expense happening to the corporation through the insufficiency or deficiency of title to any property acquired by order of the board for or on behalf of the corporation, or for the insufficiency or deficiency of any security in or upon which any of the monies of the corporation shall be invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any of the monies, securities or effects of the corporation shall be deposited or for any loss occasioned by an error of judgment or oversight on his part or for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto, unless the same shall happen through his own dishonest or fraudulent act or acts.

12. Indemnity of directors and officers: Every director or officer of the corporation and his heirs, executors and administrators and estate and effects respectively shall from time to time and at all times be indemnified and saved harmless out of the funds of the corporation from and against:

- (a) all costs, charges and expenses whatsoever which such director or officer sustains or incurs in or about any action, suit or

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proceeding which is brought, commenced or prosecuted against him for or in respect of any act, deed, matter or thing whatsoever made, done or permitted by him in or about the execution of the duties of his office;

(b) all other costs, charges and expenses which he properly sustains or incurs in or about or in relation to the affairs thereof;

except for dishonest or fraudulent act or acts.

ARTICLE VII

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 elections the then incumbent, if a member of the board, shall hold office until his successor is elected. A vacancy occurring from time to time in such office may be filled by the board from among its members.
2. Appointed officers: From time to time the board shall appoint a Secretary and may appoint one or more Vice-Presidents, a General Manager, a Treasurer and such other officers as the board may determine, including one or more assistants to any of the officers so appointed. The officer so appointed may but need not be a member of the board. One person may hold more than one office and if the same persons hold both the office of secretary and office of treasurer he 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 any officer of the corporation.
4. President: The President shall, when present, preside at all meetings of the members and of the board and shall be charged with the general supervision of the business and affairs of the corporation. Except when the

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board has appointed a General Manager or Managing Director, the President shall also have the powers and be charged with the duties of that office.

5. Vice-President: During the absence of the President his duties may be performed and his powers may be exercised by the Vice-President or if there are more than one the Vice-Presidents, in order of seniority (as determined by the board) save that no Vice-President shall preside at a meeting of the board or at a meeting of members who is not qualified to attend the meeting as a director or member, as the case may be. If a Vice-President exercises any such duty or power the absence of the President shall be presumed with reference thereto. A Vice-President shall also perform such duties and exercise such powers as the board may prescribe.

6. General Manager: The General Manager if one be appointed shall have the general management and direction subject to the authority of the board and the supervision of the President, of the corporation's business and affairs and the power to appoint and remove any and all employees and agents of the corporation not elected or appointed directly by the board and to settle the terms of their employment and remuneration.

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

8. Treasurer: The Treasurer shall keep or cause to be kept full and accurate books of account in which shall be

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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 shall render to the board at the meeting thereof or whenever required of him an account of all his transactions as Treasurer and of the financial position of the corporation; and he shall perform such other duties as may from time to time be prescribed by the board. The offices of Secretary and Treasurer may be combined.

9. Other officers: The duties of all other officers of the corporation shall be such as the terms of their engagement call for or the board requires of them. Any of the powers and duties of an officer to whom an assistant has been appointed may be exercised and performed by such assistant unless the board otherwise directs.

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

ARTICLE VIII

BANKING ARRANGEMENTS & CONTRACTS

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 designate, appoint or authorize from time to time by resolution 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 designate, direct or authorize from time to time by resolution and, to the extent, therein provided, including, without restricting the generality of the foregoing, the operation of the corporation's accounts, the making, signing, drawing, accepting, endorsing, negotiating, lodging, depositing or transferring

of any cheques, promissory notes, drafts, acceptances, bills of exchange and orders relating to any property of the corporation; the execution of any agreement relating to any such banking business and defining the rights and powers of the parties thereto; and the authorizing of any officer of such banker to do any act or thing on the corporation's behalf to facilitate such banking business.

2. Execution of instruments: Deeds, transfers, assignments, contracts and obligations on behalf of the corporation may be signed by the President or a Vice-President together with the Secretary or any other director. Any contract or obligations within the scope of any management agreement entered into by the corporation may be executed on behalf of the corporation in accordance with the provisions of such management agreement. Notwithstanding any provisions to the contrary contained in the by-laws of the corporation the board may at any time and from time to time direct the manner in which and the person or persons by whom any particular deed, transfer, contract or obligation or any class of deeds, transfer, contract or obligations of the corporation may or shall be signed.

ARTICLE IX

FINANCIAL

Until otherwise ordered by the board, the financial year of the corporation shall end of the 31st day of December in each year or on such other day as the board by resolution may determine.

ARTICLE X

NOTICE

1. Method of giving notice by the corporation: Any notice, communication or other document, including budgets and notices of assessments required to be given or delivered by the corporation, shall be sufficiently given if delivered personally to the person to whom it is to be given or if

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delivered to the address noted in the register, or if mailed by prepaid ordinary mail or air mail in a sealed envelope addressed to him at such address or if sent by means of wire or wireless or any other form or transmitted or recorded communication, to such address. Any notice, communication or other document to be given by the corporation to any other person entitled to notice and who is not a member shall be given or delivered to such person in the manner aforesaid to the address shown for him on the register. Such notice, communication or document shall be deemed to have been given when it is delivered personally or delivered to the address aforesaid; provided that a notice, communication or document so mailed shall be deemed to have been given when deposited in a post office or public letter box, and a notice sent by any means of wire or wireless or any other form or transmitted or recorded communication shall be deemed to have been given when delivered to the appropriate communication company or agency or its representative for dispatch.

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

3. 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 XI

ASSESSMENT AND COLLECTION OF COMMON EXPENSES

1. Duties of the board: All expenses, charges and costs of maintenance or replacement of the common elements and any other expenses, charges or costs which the board may incur or expend pursuant hereto shall be assessed by the board and levied against the owners in the proportions in which they are required to contribute to the common expenses as set forth in the declaration. 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 proportion in which they are required to contribute to the common expenses as set forth in the declaration. In addition, the board shall provide in the annual budget a reserve fund for contingencies, working capital, deficits or replacements, which reserve fund shall be an asset of the corporation. The board shall advise all owners promptly in writing of the amount of common expenses payable by each of them respectively determined as aforesaid, and shall deliver copies of each budget on which such common expenses are based, to all owners and mortgagees entered on the register.

2. Owners' obligations: Each owner shall be obliged to pay to the corporation or as it may direct the amount of such assessment in equal monthly payments on the first day of each and every month next following delivery of such assessment until such time as a new assessment shall have been delivered to such owner.

3. Extraordinary expenditures: Extraordinary expenditures not contemplated in the foregoing budget and for which the board shall not have sufficient funds may be announced at any time during the year in addition to the

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annual assessment, by the board serving notices of such further assessment on all owners which shall include a written statement setting out the reasons for extraordinary assessment, and such extraordinary assessment shall be payable by each owner within ten (10) days after the delivery thereof to such owner, or within such further period of time and in such instalments as the board may determine.

4. Conveyance of unit: No owner shall be liable for the payment of any part of the common expenses assessed against his unit prior to a transfer by him of such unit but payable by him subsequent thereto, provided that he first gives notice of such assessment to the transferee of the unit.

5. Default in payment of assessment:

- (a) Arrears of payments required to be made under the provisions of this Article XI shall bear interest at the rate of twelve per cent (12%) per annum and shall be compounded monthly until paid.
- (b) In addition to any remedies or liens provided by The Act, if any owner is in default in payment of an assessment levied against him, for a period of fifteen (15) days, the board may bring legal action for and on behalf of the corporation to enforce collection thereof and there shall be added to any amount found due all costs of such action including costs as between a solicitor and his own client.

ARTICLE XII

DEFAULT

1. Notice of unpaid common expenses: The board whenever so requested in writing by an owner or mortgagee entered on the register shall promptly report any then unpaid common expenses due from, or any other default by, any owner, and any common expenses assessed or other money claims by the corporation against any owner, which are thirty (30) days past due.
2. Notice of default: The board when giving notice of default in payment of common expenses or any other default to the owner of the unit, shall concurrently send a copy of such notice to each mortgagee of such unit, who is entered on the register, and who has requested that such notices be sent to him.

ARTICLE XIII

RULES AND REGULATIONS

The rules and regulations attached hereto as Schedule "A" shall be observed by the owners and the term "owner" shall include the owner or any other person occupying the unit with the owner's approval. The owners may from time to time make such additional rules or regulations or vary and amend such rules and regulations respecting the use of common elements for the purpose of preventing unreasonable interference with the use and enjoyment of the units and common elements.

ARTICLE XIV

MISCELLANEOUS

1. Invalidity: The invalidity of any part of this by-law shall not impair or affect in any manner the validity and enforceability or effect of the balance thereof.
2. Gender: The use of the masculine gender in this by-law shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include

plural wherever the context so required.

3. 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.

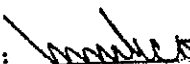
4. Headings: The headings in the body of this by-law form no part thereof but shall be deemed to be inserted for convenience of reference only.

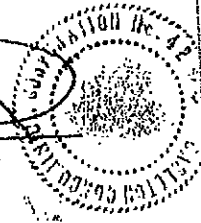
Carleton Condominium Corporation No. 42 hereby enacts the foregoing by-law by the vote of its sole member which owns 100% of the common elements.

DATED at Ottawa, this 24th day of May, 1974.

CARLETON CONDOMINIUM CORPORATION
NO. 42

by its sole member

Per: 
Wesley M. Nicol
PRES



CERTIFICATE

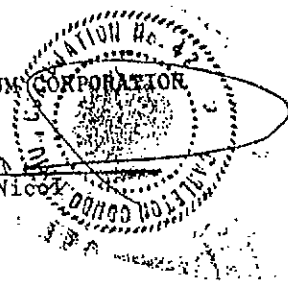
CARLETON CONDOMINIUM CORPORATION No. 42 hereby certifies that the By-Law attached hereto was made in accordance with The Condominium Act, 1967, Statutes of Ontario, Chapter 12, and any amendments thereto, the Declaration and the by-laws of the Corporation.

DATED at OTTAWA this 24th day of May, 1974

CARLETON CONDOMINIUM CORPORATION
NO. 42

Per: _____

Wesley M. Nixon
PRES



Condominium Corporation #42

CARLETON CONDOMINIUM CORPORATION NO. 42

BY-LAW NO. 2

Be it enacted as By-Law No. 2 of Carleton Condominium Corporation No. 42 (hereinafter called the "Corporation"), amending and replacing By-Law No. 1, as follows:

ARTICLE I

DEFINITIONS

The terms used herein shall have ascribed to them the definitions contained in The Condominium Act, 1978 (Bill 103), hereinafter called "The Act", and the declaration.

ARTICLE II

SEAL

The corporate seal of the corporation shall be in the form impressed hereon.

ARTICLE III

REGISTER

The corporation shall keep a register (hereinafter called "the register") respecting the property which shall note the name and address of the owner and mortgagee of each unit who have notified the corporation of their respective interests in the property. The address of each owner shall be the address of his unit and the address of each mortgagee shall be the address shown for him on his mortgage registered in the office of Land Titles, unless the corporation is given notice of a different address by such owner or mortgagee.

ARTICLE IV

THE CORPORATION

1. Duties of the corporation

The duties of the corporation shall include, but shall not be limited to the following

- a) operation, care, upkeep and maintenance of the common elements;
- b) collection of the common element charges from the owners;

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- c) supplying hydro and water to the common elements except where the corporation is prevented from carrying out such duty by reason of any event beyond the reasonable control of the corporation. If any apparatus or equipment used in effecting the supply of hydro or water at any time becomes incapable of fulfilling its function or is damaged or destroyed, the corporation shall not be liable for indirect or consequential damages or for damages for personal discomfort or illness by reason of the breach of such duty;
 - d) obtaining and maintaining insurance for the property as may be required by the declaration or by-laws;
 - e) repairing and restoring of the common elements in accordance with the provisions of The Act, the declaration and by-laws;
 - f) obtaining and maintaining fidelity bonds where obtainable, in such amounts as the board may deem reasonable, for such officers and directors or employees as are authorized to receive or disburse any funds on behalf of the corporation;
 - g) causing audits to be made after every year end and making auditors' statements available to the owners and mortgagees.
2. Powers of the corporation

The powers of the corporation shall include but shall not be limited to the following:

- a) employment and dismissal of personnel necessary for the maintenance and operation of the common elements;
- b) adoption and amendment of rules and regulations concerning the operation and use of the common elements;
- c) employing a manager at a compensation to be determined by the board, to perform such duties and services as the board shall authorize, subject to ratification by a by-law of the corporation;
- d) obtaining and maintaining fidelity bonds for any manager where deemed necessary by the board, and in such a manner as the board may deem reasonable;
- e) investing reserves held by the corporation, provided that such investment shall be those permitted by The Trustee Act, Revised Statutes of Ontario, 1970, Chapter 470 and amendments thereto, and convertible into cash in not more than ninety (90) days;

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- f) 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;
- g) to borrow such amounts as in its discretion are necessary or desirable in order to protect, maintain, preserve or insure the due and continued operation of the property in accordance with the declaration and by-laws 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 common expenses, subject to approval of each such borrowing or loan by the unit;
- h) to retain and hold any securities or other property, whether real or personal which shall be received by the corporation, whether or not the same is authorized by any law, present or future for the investment of trust funds;
- i) to sell, convey, exchange, assign or otherwise deal with any real or personal property at any time owned by the corporation at such price, on such terms, and in such manner as the corporation in its sole discretion deems advisable and to do all things and execute all documents required to give effect to the foregoing;
- j) to lease any part or parts of the common elements except such over which any owner has the exclusive use as agent of the owners.

ARTICLE V

BOARD OF DIRECTORS

1. The affairs of the corporation shall be managed by the board.
2. Quorum *fsw: 4*

Until changed by a by-law, the number of directors shall be at least ~~three (3)~~ ^{five (5)} of whom ~~three (3)~~ shall constitute a quorum for the transaction of business at any meeting of the board. Notwithstanding vacancies, the remaining directors may exercise all the powers of the board so long as a quorum of the board remains in office.

3. Qualifications

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

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4. Election and term

The directors of the corporation shall be elected in rotation and shall be eligible for re-election. At the first meeting of the members held to elect directors two (2) directors shall be elected to hold office for a term of one (1) year; two (2) directors shall be elected to hold office for a term of two (2) years; and one (1) director shall be elected to hold office for a term of three years. Between meetings of the owners, should a director be unable to continue, the Board may appoint an individual to replace that person. Any person so appointed will hold office until the next meeting of owners at which an election can be held.

5. Removal of directors and filling of vacancies

The members may by resolution passed by majority vote at a meeting of members called for such purpose remove any director before the expiration of his term of office. The members may elect a person in place of any director who has been removed, died or resigned for the remainder of his term, at any annual or special meeting.

6. Calling meetings of directors

Meetings of the board shall be held from time to time at such place and at such time and on such day as the President and Vice-President who is a director, or any two directors may determine, and the Secretary shall call meetings when directly authorized by the President or by the Vice-President who is a director or by any two directors. Notice of any meeting so called shall be given personally, by ordinary mail or telegraph to each director not less than forty-eight (48) hours (excluding any part of a Sunday or of a holiday as defined by the Interpretation Act of Canada for the time being in force) before the time when the meeting is to be held, save that 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 or otherwise signified in writing their consent to the holding of such meeting.

7. Regular meetings

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 of regular meetings of the board shall be sent to each director forthwith after being passed, but no other notice shall be required for any such regular meeting.

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8. First meeting of new board

The board may without notice hold its first meeting for the purpose of organization and the election and appointment of officers immediately following the meeting of members at which the directors of such board were elected, provided a quorum of directors be present.

9. Interest of directors in contracts

No director shall be disqualified by his office from contracting with the corporation nor shall any contract or arrangement entered into by or on behalf of the corporation with any director or any firm or corporation in which any director is in any way interested be avoided, nor shall any director so contracting or being so interested be liable to account to the corporation for any profit realized by any such contract or arrangement by reason of such director holding such office or of the fiduciary relationship thereby established provided that the provisions of paragraph 10 of this Article V are complied with.

10. Declaration of interest

It shall be the duty of every director of the corporation who is in any way, whether directly or indirectly, interested in a contract or arrangement or proposed contract or arrangement with the corporation to declare such interest at the meeting of directors at which the proposed contract, arrangement, or transaction is first considered and to refrain from voting in respect thereto, provided however, that such prohibition against voting shall not apply during such time as the declarant who registered the declaration is represented on the board by three or more directors.

11. Protection of directors and officers

No director or officer of the corporation shall be liable for the acts, neglect or default of any other director or officer or for being in any act for conformity or for any loss of expense happening to the corporation through the insufficiency or deficiency of title to property acquired by order of the board for or on behalf of the corporation, or for the insufficiency or deficiency of any security in upon which any of the monies of the corporation shall be invested for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any of the monies, securities or effects of the corporation shall be deposited or for any loss occasioned by an error of judgement or oversight on his part or for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto, unless the same shall happen through his own dishonest or fraudulent act or acts.

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12. Indemnification of directors or officers

Every director or officer of the corporation and his heirs, executors and administrators and estate and effects respectively shall from time to time and at all times be indemnified and saved harmless out of the funds of the corporation from and against:

- a) all costs, charges and expenses whatsoever which such director or officer sustains or incurs in or about any action, suit or proceeding which is brought, commenced, or prosecuted against him for or in respect of any act, deed, matter or thing whatsoever made, done or permitted by him in or about the execution of the duties of his office; and
- b) all other costs, charges and expenses which he properly sustains or incurs in or about or in relation of the affairs thereof;

except for dishonest or fraudulent act or acts.

13. The corporation may purchase and maintain insurance for the benefit of a director or officer thereof except insurance against a liability, cost, charge or expense of the director or officer incurred as a result of a contravention of subsection 1 of section 24 of the Condominium Act, 1978 (Bill 103).

ARTICLE VI

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 elections the then incumbent, if a member of the board, shall hold office until his successor is elected. A vacancy occurring from time to time in such office may be filled by the board from among its members.

2. Appointed officers

From time to time the board shall appoint a Secretary and may appoint one or more Vice-Presidents, a General Manager, a Treasurer and such other officers as the board may determine, including one or more assistants to any of the officers so appointed. The officer so appointed may but need not be a member of the board. One person may hold more than one office and if the same persons hold both the office of Secretary and office of Treasurer he 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 any officer of the corporation.

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4. President

The President shall, when present, preside at all meetings of the members and of the board and shall be charged with the general supervision of the business and affairs of the corporation. Except when the board has appointed a General Manager or Managing Director, the President shall also have the powers and be charged with the duties of that office.

5. Vice-President

During the absence of the President, his duties may be performed and his powers may be exercised by the Vice-President or if there are more than one, the Vice-Presidents, in order of seniority (as determined by the board) save that no Vice-President shall preside at a meeting of the board or at a meeting of members who is not qualified to attend the meeting as a director or member, as the case may be. If a Vice-President exercises any such duty or power the absence of the President shall be presumed with reference thereto. A Vice-President shall also perform such duties and exercise such powers as the board may prescribe.

6. General Manager

The General Manager if one be appointed shall have the general management and direction, subject to the authority of the board and the supervision of the President, of the corporation's business and affairs and the power to appoint and remove any and all employees and agents of the corporation not elected or appointed directly by the board and to settle the terms of their employment and remuneration.

7. Secretary

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

8. 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 disbursement of the funds of the corporation; he shall render to the board at the meeting thereof or whenever required of him an account of all his transactions as Treasurer and of the financial position of the corporation; and he shall perform such other duties as may from time to time be prescribed by the board.

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Other officers

The duties of all other officers of the corporation shall be such as the terms of their engagement call for or the board requires of them. Any of the powers and duties of an officer to whom an assistant has been appointed may be exercised and performed by such assistant unless the board otherwise directs.

9. Agents and attorneys

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

ARTICLE VII

MEETING OF MEMBERS

Annual meeting(s)

The annual meeting of the members shall be held at a suitable location selected by the Board of Directors at such time and on such day in each year as the board may from time to time determine, for the purpose of hearing and receiving the reports and statements required by the Act and the by-laws of the corporation, to be read and laid before the members at an annual meeting; electing directors; appointing the auditor and fixing or authorizing the board to fix his remuneration and for the transaction of such other business as may properly be brought before the meeting. Not more than fifteen (15) months shall elapse between the dates of two successive annual general meetings. The board shall lay before each annual meeting of the owners,

- a) a financial statement of the corporation's funds;
- b) the auditors' report; and
- c) such further information respecting the financial position of the corporation as the by-laws require.

Other meetings

The board shall have the power at any time to call a special meeting of the members of the corporation to be held at such time and place within the said Municipality as may be determined by the board. The board shall also call such special meeting upon notice in writing by the owners or mortgagees (or combination thereof) entitled to vote with respect to twenty-five (25) per cent of the common elements. If the board does not within thirty (30) days from the date of such notice call such meeting, any of the owners or mortgagees who gave such notice may call such meeting which shall be held within sixty (60) days from the date of calling of such a meeting.

3. Notices

Written notice of the time and place of each annual, regular or special meeting shall be given not less than ten (10) days before the day on which the meeting is to be held, to the auditor of the corporation and to each owner and mortgagee who is entered on the register at the date of giving such notice. The corporation shall not be obliged to give notice to any owner who has not notified the corporation that he has become an owner or to any mortgagee who has not notified the corporation that he has become a mortgagee and has been authorized or empowered in his mortgage to exercise the right of the mortgagor to vote. Notice of meetings as hereinbefore required shall have appended to it an agenda of matters to be considered at such meeting.

4. Minutes

A copy of the Minutes of meetings of members and of the board, shall, within ten (10) days of the date of such meeting, be furnished to each such mortgagee who has requested the same.

5. Persons entitled to be present

The only persons entitled to attend a meeting of members shall be the owners and mortgagees entered on the register, and any others entitled to vote thereat and the auditor of the corporation and the directors and officers of the corporation and others who, although not entitled to vote, are entitled or required under the provisions of The Act or the by-laws of the corporation to be present at the meeting. Any other person may be admitted only on the invitation of the Chairman of the meeting or with the consent of the meeting.

6. Quorum

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

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7. Right to vote

At each meeting of members, every member shall be entitled to vote who is entered on the register as an owner or has given notice to the corporation in a form satisfactory to the Chairman of the meeting that he is an owner. If a unit has been mortgaged the person who mortgaged such unit (or his proxy) may nevertheless represent such unit at meetings and vote in respect thereof, unless in the instrument creating the mortgage he has expressly authorized or empowered the mortgagee to vote, in which case such mortgagee (or his proxy) may attend meetings and vote in respect of such unit upon filing with the Secretary of the meeting sufficient proof of the terms of such instrument or if such mortgagee has notified the corporation of his rights in accordance with paragraph 3 of this Article. Any dispute over the right to vote shall be resolved by the Chairman of the meeting upon such evidence as he may deem sufficient. The vote of each such owner or mortgagee shall be equal to the percentage of common interest of the unit as set out in the declaration and represented by such owner or mortgagee on a vote by ballot and shall be one vote per unit on a vote by show of hands. Where two or more persons entitled to vote in respect of one unit disagree on their vote, the vote in respect of that unit shall not be counted.

8. Method of voting

At any general or special meeting, any question shall be decided by a show of hands unless a poll is demanded by a member present in person or by proxy, and unless a poll is so demanded a declaration by the Chairman that such question has by the show of hands been carried is prima facie proof of the fact without proof of the number or proportion of votes recorded in favour of or against such question, but a demand for a poll may be withdrawn; provided however, that voting for the election of directors shall be by ballot only.

9. Disqualification from voting

An owner is not entitled to vote at any meeting if any contributions payable in respect of his unit are in arrears for more than thirty days prior to the meeting.

10. Majority voting

Unless otherwise provided in The Act or in these by-laws, all questions proposed for the consideration of the owners at a meeting of owners shall be determined by a majority of the votes cast.

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11. Representatives

An executor, administrator, committee or a mentally competent person, guardian or trustee (and where a corporation acts in such capacity and a person duly appointed a proxy for such corporation) upon filing with the Secretary of the meeting sufficient proof of his appointment, at least two days before the meeting, shall represent the owner or mortgagee and may vote in the same manner and to the same extent as such member. If there be more than one executor, administrator, committee, guardian or trustee, the provisions of paragraph 13 of this Article shall apply.

12. Proxies

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

13. Co-owners.

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

ARTICLE VIII

BANKING ARRANGEMENTS & CONTRACTS

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 designate, appoint or authorize from time to time by resolution 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 designate, direct or authorize from time to time by resolution and, to the extent therein provided, including, without restricting the generality of the foregoing, the operation of the corporation's accounts, the making, signing, drawing, accepting, endorsing, negotiating, lodging, depositing or transferring of any cheques, promissory notes, drafts, acceptances, bills of exchange and orders relating to any property of the corporation; the execution of any agreement relating to any such banking business and defining the rights and powers of the parties thereto; and the authorizing of any officer of such banker to do any act or thing on the corporation's behalf to facilitate such banking business.

2. Execution of instruments

Deeds, transfers, assignments, contracts and obligations on behalf of the corporation may be signed by the President or a Vice-President together with the Secretary or any other director. Any contract or obligations within the scope of any management agreement entered into by the corporation may be executed on behalf of the corporation in accordance with the provisions of such management agreement. Notwithstanding any provisions to the contrary contained in the by-laws of the corporation the board may at any time and from time to time direct the manner in which and the person or persons by whom any particular deed, transfer, contract or obligation or any class of deeds, transfer, contract or obligations of the corporation may or shall be signed.

ARTICLE IX

FINANCIAL

Until otherwise ordered by the board, the financial year of the corporation shall end on the 31st day of December in each year or on such other day as the board by resolution may determine.

ARTICLE X

NOTICE

1. Method of giving notice by the corporation

Any notice, communication or other document, including budgets and notices of assessments required to be given or delivered by the corporation, shall be sufficiently given if delivered personally to the person to whom it is to be given or if delivered to the address noted in the register, or if mailed by prepaid ordinary mail or air mail in a sealed envelope addressed to him at such address or if sent by means of wire or wireless or any other form of transmitted or recorded communication, to such address. Any notice, communication or other document to be given by the corporation to any other person entitled to notice and who is not a member shall be given or delivered to such person in the manner aforesaid to the address shown for him on the register. Such notice, communication or document shall be deemed to have been given when it is delivered personally or delivered to the address aforesaid; provided that a notice, communication or document so mailed shall be deemed to have been given when deposited in a post office or public letter box, and a notice sent by any means of wire or wireless or any other form or transmitted or recorded communication shall be deemed to have been given when delivered to the appropriate communication company or agency or its representative for dispatch.

2. Notice to the board or corporation

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

3. 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 XI

ASSESSMENT AND COLLECTION OF COMMON EXPENSES

1. Duties of the board

All expenses, charges and costs of maintenance or replacement of the common elements and any other expenses, charges or costs which the board may incur or expend pursuant hereto shall be assessed by the board and levied against the owners in the proportions in which they are required to contribute to the common expenses as set forth in the declaration. 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 proportion in which they are required to contribute to the common expenses as set forth in the declaration. In addition, the Board shall provide in the Annual Budget a Reserve Fund for contingencies, working capital, deficits, major repair and replacement of common elements and assets of the corporation. The Reserve Fund shall be an asset of the corporation and shall not be distributed to any owner except on termination of the corporation. 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 such common expenses are based, to all owners and mortgagees entered on the register.

2. Owners' obligations

Each owner shall be obliged to pay to the corporation or as it may direct the amount of such assessment in equal monthly payments on the first day of each and every month next following delivery of such assessments until such time as a new assessment shall have been delivered to such owner.

Post-dated cheques

Each owner shall, before the first day of January in each year, deliver to the board a set of twelve (12) cheques post-dated for the month of each month covering the payments due by him during the year for which the budget was prepared, and the board shall accept the said cheques as they become payable. Each of the said twelve (12) post-dated cheques shall cover the monthly portion of the amount assessed under the said budget to the owner's unit (commonly known as the condominium fee).

Leasing of unit

No owner shall lease his unit or any part of it unless he delivers to the corporation an agreement signed by the tenant to the following

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

Tenant to pay common expense
Default in lieu of rent

Where an owner who has leased his unit defaults in his obligation to contribute to the corporation towards the common expenses as provided in section 1 of section 32 and subsection 7 of section 41 of The Condominium Act, the corporation may by written notice to the lessee require the lessee to pay to the corporation, and upon receipt of such notice the lessee shall pay, out of the rent due under the lease, an amount equal to the amount of such default and such payment shall constitute payment toward rent under the lease and the lessee shall not by reason only of such payment be in default of his obligation under the lease.

Extraordinary expenditures

Extraordinary expenditures not contemplated in the foregoing section for which the board shall not have sufficient funds may be levied at any time during the year in addition to the annual assessment, and serving notices of such further assessment on all owners. Such notices shall include a written statement setting out the reasons for the extraordinary assessment, and such extraordinary assessment shall be levied on each owner within ten (10) days after the delivery thereof to the owner, or within such further period of time and in such amounts as the board may determine.

7. Conveyance of unit

No owner shall be liable for the payment of any part of the common expenses assessed against his unit prior to a transfer by him of such unit but payable by him subsequent thereto, provided that he first gives notice of such assessment to the transferee of the unit.

8. Default in payment of assessment

- a) Arrears of payments required to be made under the provisions of this Article XI shall bear interest at the rate of twelve per cent (12%) per annum or at a rate to be determined from time to time by the board, and shall be compounded monthly until paid.
- b) In addition to any remedies or liens provided by the Act, if any owner is in default in payment of an assessment levied against him for a period of fifteen (15) days, the board may bring legal action for and on behalf of the corporation to enforce collection thereof and there shall be added to any amount found due all costs of such action including costs between a solicitor and his own client.

9. Other charges

When an occupant violates any of the by-laws or rules and regulations, a letter advising the owner will be sent without charge. The fee for the second notice will be \$10.00. If a further notice is required, the fee will be \$25.00 and at this point the corporation will register a lien against the offending unit until the contravention is remedied. The owner of the unit will also be liable for fees associated with removal of the lien. A two-week period between the sending of each letter shall be deemed sufficient notice.

Amended

ARTICLE XII

DEFAULT

1. Notice of unpaid common expenses

The board whenever so requested in writing by an owner or mortgagee entered on the register shall promptly report any then unpaid common expenses due from, or any other default by, any owner, and any common expenses assessed or other money claims by the corporation against any owner, which are thirty (30) days past due.

2. Notice of default

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

ARTICLE XIII

RULES AND REGULATIONS

The rules and regulations attached hereto as Schedule "A" shall be observed by the owners and the term "owner" shall include the owner or any other person occupying the unit with the owner's approval. The rules shall be complied with and enforced in the same manner as the by-laws. The board may from time to time make such additional rules or regulations or vary and amend such rules and regulations respecting the use of common elements for the purpose of preventing unreasonable interference with the use and enjoyment of the units and common elements. Such additional rules or regulations shall be effective thirty (30) days after notice thereof has been given to each owner. The owners may at any time after a rule becomes effective amend or repeal a rule at a meeting of owners duly called for that purpose.

ARTICLE XIV

MISCELLANEOUS

1. Invalidity

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

2. Gender

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

3. 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.

Headings

The headings in the body of this by-law form no part thereof but shall be deemed to be inserted for convenience for reference only.

CARLETON CONDOMINIUM CORPORATION NO. 42 hereby certifies that the By-law attached hereto was made in accordance with The Condominium Act, 1970, An Act to revise The Condominium Act, 1978, Statutes of Ontario, Chapter 77, and any amendments thereto, the Declaration and the By-laws of the Corporation.

DATED AT OTTAWA this 10th day of October, 1979

CARLETON CONDOMINIUM CORPORATION NO. 42

Per: *C. Russ*
President

Per: *[Signature]*
Secretary

SCHEDULE "A"
RULES AND REGULATIONS

The following rules and regulations shall be observed by the owners and the term "owner" shall include the owner or any other person occupying the unit with the owner's approval:

1. The water closets and other water apparatus shall not be used for purposes other than those for which they are constructed and no sweepings, garbage, rubbish, rags, ashes or other substances shall be thrown therein. Any damage resulting to them from misuse or from unusual or unreasonable use shall be borne by the owner who, or whose family, guests, visitors, servants, clerks or agents shall cause it.
2. No sign, advertisement or notice other than the usual signs offering a unit for sale or rent or one poster advertising for an election with dimensions not exceeding two feet by three feet shall be inscribed, painted, affixed or placed on any part of the inside or outside of the buildings or common elements whatsoever without the prior written consent of the board.
3. No awnings or shades shall be erected over and outside of the windows or balconies without the prior written consent of the board.
4. No owner shall do, or permit anything to be done in his unit or bring or keep anything therein which will in any way increase the risk of fire or the rate of fire insurance on any building, or on property kept therein, or obstruct or interfere with the rights of other owners, or in any way injure or annoy them, or conflict with the laws relating to fire or with the regulations of the Fire Department or with any insurance policy carried by the corporation or any owner or conflict with any of the rules and ordinances of the Board of Health or with any statute or municipal by-law.
5. Nothing shall be placed on the outside of window sills or projections, except for air conditioners which are governed by Rule 23 or flower boxes placed on the window ledges on the ground floor level.
6. Water shall not be left running unless in actual use.
7. The owner/tenant shall not place, leave or permit to be placed or left in or upon common elements, including those of which he has the exclusive use, any debris, refuse or garbage except in an area designated by the corporation as a central garbage depository on garbage pick-up days. Such debris, refuse or garbage shall be contained in properly tied polyethylene or plastic bags.

... 19

8. Owners, their families, guests, visitors and servants shall not create or permit the creation of or continuation of any noise or nuisance which, in the opinion of the board or the manager, may or does disturb the comfort or quiet enjoyment of the property by other owners, their families, guests, visitors, servants and persons having business with them.
9. Nothing shall be thrown out of the windows or doors of the buildings.
10. No animal, livestock or fowl other than a pet shall be kept on the property and no pet that is deemed by the board or manager, in its absolute discretion, to be a nuisance shall be kept by any owner of any unit or in any other part of the property. Any owner who keeps a pet on the property or any part thereof 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.
11. Owners shall not overload existing electrical circuits.
12. No auction sale shall be held on the property.
13. No stores of coal or any combustible or offensive goods, provisions or materials shall be kept on the property.
14. No noise, caused by any instrument or other device, or otherwise, which in the opinion of the board may be calculated to disturb the comfort of the owners shall be permitted.
15. The sidewalks, entry, passageways, walkways and driveways used in common by the owners shall not be obstructed by any of the owners or used by them for any purpose other than for ingress and egress to and from their respective units.
16. No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window, door or those parts of the common elements over which the owner has exclusive use. Clothes lines are not permitted.
17. No motor vehicle other than a private passenger automobile, station wagon or commercial vehicle other than a one-half ton pick-up truck with uncovered rear end and sills not exceeding four feet in height shall be parked on any part of the common elements (including any part thereof, of which any owner may have the exclusive use) nor shall any repairs be made to such motor vehicle on the common elements and no motor vehicle shall be driven on any part of the common elements other than on a driveway or parking space.
18. No motor vehicle, trailer, boat, snowmobile, mechanical toboggan, machinery or equipment of any kind shall be parked on any part of the common elements other than on a designated parking space.

19. No television antenna, aerial, tower or similar structure and appurtenances thereto shall be erected on or fastened to any unit except for in connection with common television cable systems or amateur radio league antenna(a) and aerials that meet with the approval of the Board of Directors. The antenna shall be of the vertical type, similar in design to "THE CUSHCRAFT ATV-5" having no horizontal projections exceeding 24" in length. The vertical height shall not exceed 25 feet above the roof level. The owner shall supply the Board of Directors with written proof of liability insurance coverage on the antenna and supporting structure.

20. No one shall harm, mutilate, destroy, alter or litter any of the landscaping work on the property, including grass, trees, shrubs, hedges, flowers or flower beds.

21. No building or structure or tent shall be erected and no trailer either with or without living, sleeping or eating accommodation shall be placed, located, kept or maintained on the common elements.

22. Any loss, cost or damages incurred by the corporation by reason of a breach of any rules and regulations in force from time to time by any owner, his family, guests, servants, agents or occupants of his unit shall be borne by such owner and may be recovered by the corporation against such owner in the same manner as common expenses.

23. To ensure that the proposed air conditioner

- a) does not disturb your neighbours
- b) is aesthetically pleasing
- c) is safely installed,

the following conditions must be met:

1. Types of air conditioners and conditions of installation:

Type A - Window mounted:

- i) Only one air conditioner per side of your housing is permitted.
- ii) Any gaps remaining after removal of the normally installed window panes and installation of the air conditioner must be filled in with clear, transparent glass or plexiglass.
- iii) All support braces must be mounted on the window sill or inside of the housing unit.
- iv) If the air conditioner is permanently installed and will be protected over the winter, it can be covered only with clear plastic or material the same colour as its exterior.

Type B - Central, with external air-cooled heat exchangers.

The heat exchangers must be shielded from view from common use areas to the satisfaction of the corporation.

Type C - Central, with internal water-cooled heat exchangers.

Owners must pay a fee to cover the cost of water used, to be set at the discretion of the Board of Directors.

2. It is the responsibility of the owner to ensure compliance with the above conditions, and that the level of noise not exceed 55dbA during the daytime (600-2100 hr) and 48 dbA during the nighttime when measured at a distance of 15 feet/4.6 meters from the air conditioner.

Individual owners will be permitted, on request to the board, to install fireplaces, providing in the request to the board, the owner agrees

- a) the fireplace will be installed at his expense,
- b) the flue will run through the interior of the unit and the opening sealed where the flue passes through the roof,
- c) the inspection of the Fire Department and its written approval will be obtained.

Lawn maintenance

Each owner shall maintain, in living condition, the grass on any portion of the common elements of which the said owner has exclusive use, and, however, that the corporation shall cut the said grass.

Patios, windows, doors

Patios and the inner surfaces of windows and of doors of which an owner has exclusive use shall be maintained by the owner having exclusive use thereof.

DEC 11 1 23 PM '79
JAMES T. COYLE
DEPUTY LAND REGISTRAR

LAND REGISTRY #4

REC BY	W
F.F. NO. CR PAGE	576
ASST. BY	ST
CHECKED BY	
MICRO. BY	

15.00

N.A.Q. #42
P.O. BOX 2517
STATION "D"
OTTAWA ONT
K1P 5W6



CERTIFICATE

Carleton Condominium Corporation Number 42 hereby certifies that the By-law Number 2 of the Corporation was amended by a majority vote of registered owners at the Annual General Meeting, held on 29 October, 1986, to replace paragraph 9 of Article XI of By-law Number 2 of C.C.C. #42:

The new paragraph will read accordingly:

"When an occupant violates any of the By-laws or Rules and Regulations of the Corporation, a registered letter advising the owner will be sent without charge. The fees for the second, third, and fourth notifications are \$25.00, \$50.00, and \$100.00 respectively. The fee for the fifth and subsequent notifications for the same or related violations will be \$100.00 per notification. In addition, should it be necessary to bring legal action for or on behalf of the Corporation to enforce the collection of such fees, the owner of the unit will also be liable for all fees associated with the legal action and any other costs directly incurred by the Corporation in the collection of such fees. A two-week, or 14 calendar days, period between the sending of each letter shall be deemed sufficient notice"

and is in full force and effect.

Dated in Ottawa this 3rd day of April, 1990.

Carleton Condominium Corporation No. 42

Richard Mitchell Lawrence
President
Board of Directors

Carleton Condominium Corporation No. 42

**Carleton Condominium
Corporation No. 42**

P.O. Box 2517, Station "D"
Ottawa, Ontario
K1P 5W6

Carleton Condominium Corporation #42

P.O. BOX 2517 STATION D
OTTAWA, ONTARIO
K1P 5W6

CERTIFICATE

Carleton Condominium Corporation Number 42 hereby certifies that the By-law Number 2 of the Corporation was amended by a majority vote of registered owners at the Annual General Meeting, held on October 15, 1980, to include the following under Rule and Regulations 10A of Schedule 'A' of the By-law Number 2:

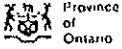
"Any pet kept on the property must be on a leash and owners must pick-up and properly dispose of the pet's droppings."

and is in full force and effect.

Dated in Ottawa this 5th day of April 1982.

Carleton Condominium Corporation No.42

By Brian Macdonald
Brian MacDonalD, Secretary



Document General

Form 4 — Land Registration Reform Act, 1984

Form 4 (9/85)

D

<p style="text-align: center;">6 8 4 6 9 4</p> <p style="text-align: center;">CERTIFICATE RECEIPT REGISTERED OTTAWA CARLETON (4)</p> <p style="text-align: center;">'90 07 27 11 41</p> <p>New Property Identifiers Additional: See Schedule <input type="checkbox"/></p> <p>Executions Additional: See Schedule <input type="checkbox"/></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 <input type="checkbox"/>	
	(4) Nature of Document By-Law (Condominium Act, Section 28)	
	(5) Consideration Dollars \$	
	(6) Description All units and Common Elements comprising the property included in Carleton Condominium Plan No. 42, City of Ottawa, Regional Municipality of Ottawa-Carleton Land titles Division of Ottawa-Carleton No. 4.	
	(7) This Document Contains: (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input type="checkbox"/>	

(8) This Document provides as follows:

See Schedule for By-Law and Certificate

Continued on Schedule

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

(10) Party(ies) (Set out Status or Interest) Name(s)	Signature(s)	Date of Signature Y M D
CARLETON CONDOMINIUM CORPORATION NO. 42 By its solicitors, Nelligan/Power	X <i>Debbie Bellinger</i> XXXXXXXXXXXXXXXXXXXX Debbie Bellinger	1990 07 26

(11) Address for Service: c/o P.O. Box 2517, Station "D", Ottawa, Ontario K1P 5W6

(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: MESSRS. NELLIGAN/POWER Barristers and Solicitors Suite 1900 66 Slater Street Ottawa, Ontario K1P 5H1 (17299-DZB/JLD/ckk) Box 241/242	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="2">Fees and Tax</th> </tr> <tr> <td style="width:50%;">Registration Fee</td> <td style="width:50%; text-align: center;">25. ✓</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>	Fees and Tax		Registration Fee	25. ✓							Total	
Fees and Tax														
Registration Fee	25. ✓													
Total														

FOR OFFICE USE ONLY

FORM 13
Condominium Act
CERTIFICATE

CARLETON CONDOMINIUM CORPORATION NO. 42 hereby certifies that the By-Law Number 3 attached hereto was made in accordance with the Condominium Act, being Chapter 84 of the Revised Statutes of Ontario, 1980 and any amendments thereto, the Declaration and By-Laws of the Corporation, and that the said By-Law Number 3 has not been amended and is in full force and effect.

DATED at the City of Ottawa, Regional Municipality of Ottawa-Carleton this 12th day of July, 1990.

CARLETON CONDOMINIUM CORPORATION
NO. 42

PER:


secretary

CARLETON CONDOMINIUM CORPORATION NO. 42

BY-LAW NO. 3

Be it enacted a By-law NO. 3 of CARLETON CONDOMINIUM CORPORATION NO. 42 (hereinafter referred to as the "Corporation") as follows:

Paragraph nine (9) of Article XI of By-Law No. 2 of CARLETON CONDOMINIUM CORPORATION No. 42 is hereby deleted and the following substituted in place thereof:

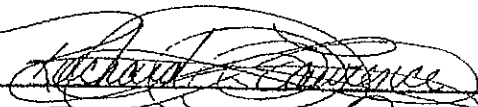
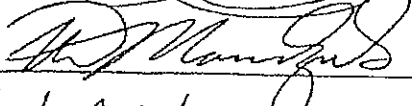
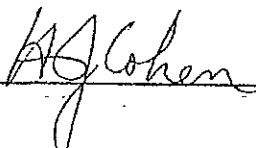
When an occupant violates any of the By-Laws or Rules and Regulations of the Corporation, a registered letter advising the owner will be sent without charge. The fees for the second, third, and fourth Notifications shall be Twenty-Five Dollars (\$25.00), Fifty Dollars (\$50.00) and One Hundred Dollars (\$100.00) respectively. The fee for the fifth and subsequent notifications for this same or related violation shall be One Hundred Dollars (\$100.00) per notification. In addition, should it be necessary to bring legal action for or on behalf of the Corporation to enforce the collection of such fees, the owner of the unit shall be liable for all fees associated with the legal action and any other costs incurred by the Corporation in the collection of such fees. A period of two (2) weeks, or fourteen (14) calendar days between the sending of each notification Letter shall be deemed sufficient notice.

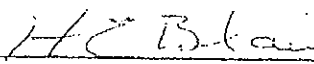
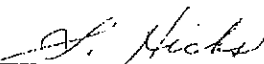

The following Rule and Regulation shall be added to Schedule "A" of By-Law No. 2 of Carleton Condominium Corporation No. 42 as paragraph 10(a):

Any pet kept on the property must be on a leash and owners must pick up and properly dispose of the pets excrement.

The foregoing By-Law No. 3 is hereby passed by the Directors of the Corporation pursuant to the Condominium Act of Ontario as evidenced by the respective signatures hereto of all of the Directors.

DATED at the City of Ottawa, Regional Municipality of Ottawa-Carleton
this 25TH day of October, 1988⁷⁹.

<p style="writing-mode: vertical-rl; transform: rotate(180deg);">FOR OFFICE USE ONLY</p> <p style="font-size: 2em; font-weight: bold;">417422</p> <p style="font-size: 1.5em; font-weight: bold;">'91 04 22 13 21</p> <p style="font-size: 0.8em;">RECEIVED REGISTRY OFFICE MAY 1 1991</p>	(1) Registry <input type="checkbox"/>	Land Titles <input checked="" type="checkbox"/>	(2) Page 1 of 4 pages
	(3) Property Identifier(s)	Block	Property Additional: See Schedule <input type="checkbox"/>
	(4) Nature of Document	BY-LAW NO. 4 (CONDOMINIUM ACT)	
	(5) Consideration	Dollars \$	
(6) Description	<p>ALL UNITS AND COMMON ELEMENTS COMPRISING THE PROPERTY INCLUDED IN CARLETON CONDOMINIUM PLAN NO. 42 IN THE CITY OF OTTAWA, IN THE REGIONAL MUNICIPALITY OF OTTAWA-CARLETON, REGISTERED IN THE REGISTRY OFFICE FOR THE LAND TITLES DIVISION OF OTTAWA-CARLETON (NO. 4)</p>		
(7) This Document Contains:	(a) Redescription New Easement Plan/Sketch <input type="checkbox"/>	(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input type="checkbox"/>	
(8) This Document provides as follows:	SEE ATTACHED BY-LAW		

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

Continued on Schedule

(10) Party(ies) (Set out Status or Interest) Name(s)	Signature(s)	Date of Signature Y M D
CARLETON CONDOMINIUM CORPORATION NO. 42 BY ITS SOLICITORS NELLIGAN/POWER	PER: <i>Deborah A. Bellinger</i> DEBORAH A. BELLINGER	1991 03 21

(11) Address for Service P.O. Box 37059, McCarthy Postal Outlet, 3332 McCarthy Rd. Ottawa, ONT. K1V 0W0

(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: MESSRS: NELLIGAN/POWER Barristers and Solicitors 1900-66 Slater Street OTTAWA, Ontario K1P 5H1 DZB:cck ~ 17299 BOX: 241/242	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="2">Fees and Tax</th> </tr> <tr> <td>Registration Fee</td> <td>25.00</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	25.00					Total	
Fees and Tax												
Registration Fee	25.00											
Total												

FORM 13
Condominium Act
CERTIFICATE

CARLETON CONDOMINIUM CORPORATION No. 42 hereby certifies that the By-Law Number ⁴8 attached hereto was made in accordance with the Condominium Act, being Chapter 84 of the Revised Statutes of Ontario, 1980 and any amendments thereto, the Declaration and By-Laws of the Corporation, and that the said By-Law Number ⁴8 has not been amended and is in full force and effect.

DATED at the City of Ottawa, Regional Municipality of Ottawa-Carleton this 03 day of *April*, 1991.

CARLETON CONDOMINIUM CORPORATION
No. 42

PER: *Janice R. Jensen*
Secretary

"I have authority to bind the Corporation"

CARLETON CONDOMINIUM CORPORATION NO. 42

BY-LAW NO. 14

WHEREAS Carleton Condominium Corporation No. 42 (hereinafter called "the Corporation") is a party to an Agreement with Windsor Park Village and its successors on title, registered in the Land Titles Division of Ottawa-Carleton on the 31st day of May, 1974 as instrument no. 104943 (hereinafter called "the Agreement");

AND WHEREAS Windsor Park Village and its successors on title have breached the terms of the Agreement;

AND WHEREAS the Corporation wishes to terminate the Agreement;

AND WHEREAS the termination of the Agreement may arguably constitute a change in the assets of the Corporation;

AND WHEREAS Section 38 of the Condominium Act (hereinafter called "the Act") provides that the Corporation may make any non-substantial change in the assets of the Corporation by a vote of unit owners owning a majority of the units for which owners are in attendance at a meeting;

AND WHEREAS the Corporation has determined that the termination of the Agreement would be a non-substantial change in the assets of the Corporation within the meaning of section 38 of the Act;

AND WHEREAS Section 28 of the Act states that the Corporation can pass by-laws to govern the use and management of the assets of the Corporation, or respecting the conduct generally of the affairs of the corporation, among other things;

AND WHEREAS Section 28 of the Act requires that By-Laws be confirmed by owners who own not less than fifty-one (51) percent of the units;

AND WHEREAS the Corporation has therefore duly called a meeting of the unit owners to be held on 28 FEBRUARY 1991, for the following purposes, namely:

- (a) to obtain the approval which may be required under Section 38 of the Act to allow the Corporation to terminate the Agreement;
- (b) to confirm this By-Law, which confirmation will also serve as evidence of the approval described in (a) above.

Now therefore be it enacted as a By-Law of the Corporation as follows:

**ARTICLE I
DEFINITIONS**

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

**ARTICLE II
APPROVAL**

- (1) The confirmation of this By-Law in accordance with Section 28 of the Act constitutes approval for the Corporation to terminate the Agreement and also constitutes approval for the Corporation to advance, compromise, settle, adjust or refer to arbitration any claim or claims which the Corporation may have against Windsor Park Village and any of its successors on title flowing from their breach or the termination of the Agreement.

(2) The Corporation shall proceed to terminate the Agreement, in accordance with Article II, paragraph 1 herein.

**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) Gender: The use of the masculine gender in this By-Law shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include plural wherever the context so requires, and vice versa.
- (3) Waiver: No 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.
- (4) Headings: The headings in the body of this By-Law form no part thereof but shall be deemed to be inserted for convenience of reference only.
- (5) Alterations: This By-Law or any part thereof may be varied, altered or repealed by a By-Law passed in accordance with the provisions of the Act, and the Declaration.

The foregoing By-Law is hereby passed by the Directors of the Corporation pursuant to the Condominium Act of Ontario as evidenced by the respective signatures hereto of all the Directors.

DATED THIS 28th DAY OF February , 1991.

Richard [Signature]
Ceresa R. Jensen
S. Nickl

HE Blain
[Signature]
Maureen George

Carleton Condominium Corporation No.42

Bylaw No. 5 repealed (See Bylaw No. 7)

Schedule "A"

CARLETON CONDOMINIUM CORPORATION NO. 42

BY-LAW NO. 6

BE IT ENACTED as By-Law No. 6 (being a by-law to define standard units) of Carleton Condominium Corporation No. 42 (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, in accordance with the requirements of the Act.
- (2) 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.
- (3) In this condominium, there is one class of standard unit. The standard unit is defined and described further in plans and specifications contained in the Schedules "1" and "2" attached.

**ARTICLE III
MISCELLANEOUS**

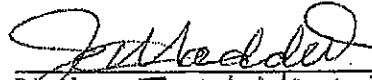
- (1) Invalidity: The invalidity of any part of this by-law shall not impair or affect in any manner the validity and enforceability or effect of the balance hereof.
- (2) Waiver: No restriction, condition, obligation or provision contained in this by-law shall be deemed to have been abrogated or waived 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 30 day of JANUARY, 2002

CARLETON CONDOMINIUM CORPORATION NO. 42



Print Name: JOHN WADDELL
Print Title: PRESIDENT C.C.C. 42

I have authority to bind the Corporation

Version 3 - October 2001

© All rights reserved.

This document was prepared by Nelligan O'Brien Payne LLP for CCC #42. This document may not be appropriate for another condominium.

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

Schedule "1"
Specifications

STANDARD UNIT:

1st Floor.

Foyer - (6'7 x 6'5) vinyl tile floor, closet 2 or 3 sliding doors fibreboard, dome style light fixture.

Kitchen - (13'9 x 9'11) vinyl tile floor, wall of cupboards 9 doors, 2 door pantry (cupboards and pantry made from particle board with woodgrain veneer), laminated countertop, range hood basic 180 CFMS, 2 Swedish globe lights.

Livingroom/Diningroom and hallway - Livingroom - (19' x 11'6) Diningroom (10'6 x 9'6) carpet floors (24 oz Berber) with contractors quality under pad. 1 Swedish globe light in dining room. Livingroom/Diningroom is L shaped.

Powder Room - 2 piece, vinyl tile floor, laminated countertop, 2 bulb light fixture, exhaust fan 90 CFMS.

2nd Floor.

Master Bedroom (19' x 13') closet 3 sliding doors fibreboard.

BR (12'7 x 9'4) - BR (9'4 x 9'1) closet 2 sliding doors fiberboard.

All bedrooms and upstairs hallway carpet floors (24 oz Berber) with contractors quality under pad.

Bathroom - 4 piece bath, vanity made from particle board with woodgrain veneer, laminated countertop, closet 2 sliding doors fibreboard, 1 door medicine cabinet, 1 wall mounted single bulb light on each side of cabinet, 1 Swedish globe light, exhaust fan 90 CFMS.

Basement - family room (18' x 11'5) wall panel woodgrain veneer, vinyl tile floor, 2 inset 12" ceiling lights. Laundry/Furnace room(19' x 11'5) unfinished.

Notes:

Doors: Front entry door with 1 side light.

Rear entry door with glass insert

Stairways: Carpet (24 oz Berber with contractor grade under pad.

Ceilings: All stippled ceilings except for bath and powder rooms.

Walls: 1st and 2nd floors drywall primed and 1 coat of flat paint

Windows: 1st and 2nd floor windows are Upper thermopane with bottom sliders. Basement have 1 or 2 sliding windows.

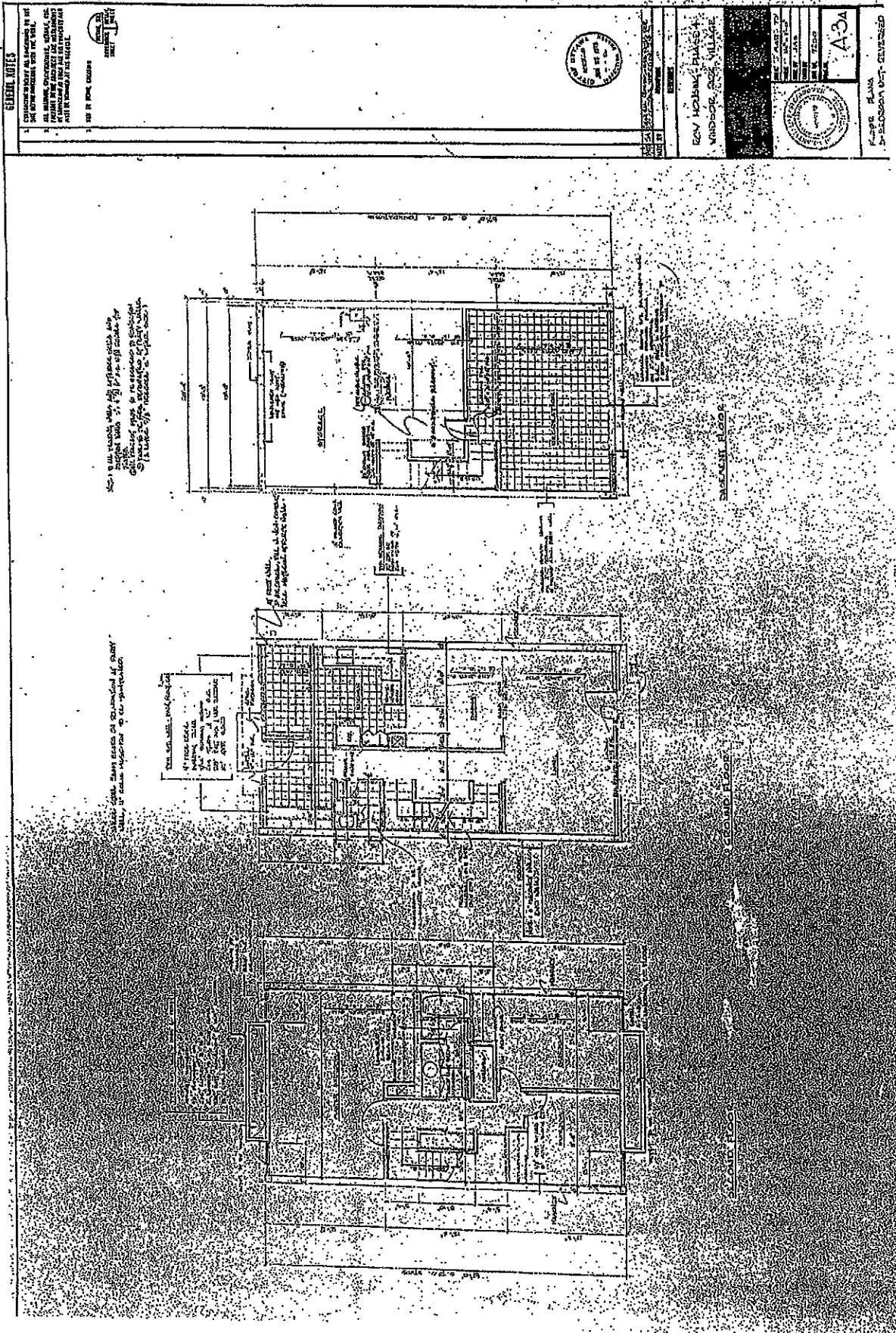
Dimensions quoted are only approximate measurements.

Standard Features

Unless otherwise indicated herein, the following items shall simply be of standard quality and installation and in accordance with all relevant or applicable codes and regulations:

light switch and cover plates
electric outlets and cover plates
plumbing
drains
insulation
ducting, venting and associated fans
door hardware
smoke detectors
vapour barrier
electrical wiring
paint
trim
cabinet hardware (bathroom(s) and kitchen)
door bells - front and back

Schedule "2" - Plan



GENERAL NOTES

- 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS AND DRAWINGS.
- 2. ALL MATERIALS SHALL BE OF THE BEST QUALITY AVAILABLE.
- 3. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.
- 4. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
- 5. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LOCAL AND NATIONAL REGULATIONS.

See 1. All work shall be in accordance with the specifications and drawings. All materials shall be of the best quality available. All work shall be subject to inspection and approval by the architect. All work shall be completed within the specified time frame. All work shall be done in accordance with the local and national regulations.

See 2. All work shall be in accordance with the specifications and drawings. All materials shall be of the best quality available. All work shall be subject to inspection and approval by the architect. All work shall be completed within the specified time frame. All work shall be done in accordance with the local and national regulations.



ABA

FOR OFFICE USE ONLY
 DRAWING NO. 1000
 SHEET NO. 1000
 DATE 10/10/2000
 SCALE 1:1000
 PROJECT NO. 1000
 CLIENT NO. 1000
 ARCHITECT NO. 1000
 ENGINEER NO. 1000
 SURVEYOR NO. 1000
 CONTRACTOR NO. 1000
 CONSULTANT NO. 1000
 DESIGNER NO. 1000
 CHECKER NO. 1000
 APPROVER NO. 1000
 DATE 10/10/2000

FOR OFFICE USE ONLY
 DRAWING NO. 1000
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 DATE 10/10/2000

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 ENGINEER NO. 1000
 SURVEYOR NO. 1000
 CONTRACTOR NO. 1000
 CONSULTANT NO. 1000
 DESIGNER NO. 1000
 CHECKER NO. 1000
 APPROVER NO. 1000
 DATE 10/10/2000

Schedule "A"

CARLETON CONDOMINIUM CORPORATION NO. 42

BY-LAW NO. 7

BE IT ENACTED as By-Law No. 7 of CARLETON CONDOMINIUM CORPORATION NO. 42 (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.
REMUNERATION OF DIRECTORS**

While on the Board, each Director shall receive remuneration as follows:

- (a) Each Director shall be paid an amount each month equal to the monthly common expense (not including any special assessment).
- (b) The aforesaid payments shall be made monthly, at the same time that monthly common expenses are payable.
- (c) The aforesaid payments may be made by way of credit against any common expenses payable by the Director.
- (d) 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.
- (e) The Corporation shall make the payments described above until the year 2011. 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 III
REPEAL OF BY-LAW NO. 5**

By-Law No. 5 of the Corporation is hereby repealed.

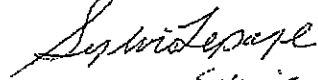
**ARTICLE IV
MISCELLANEOUS**

- (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 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) Alterations: This by-law or any part thereof may be amended or repealed by a by-law passed in accordance with the provisions of the Act, and the Declaration.
- (4) Preparation: This document was prepared in the year 2008 by Nelligan O'Brien Payne I.L.P. 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 30 day of June . 2008.

CARLETON CONDOMINIUM CORPORATION NO. 42



SYLVIE LEPAGE

Print Name:

Print Title:

PRESIDENT

I have authority to bind the Corporation.

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 14 of 17

Properties

PIN 15042 - 0119 LT
Description UNIT 119, LEVEL 1, CARLETON CONDOMINIUM PLAN NO. 42 ; SURFACE RIGHTS ONLY ON BLKS 28 & 29, PL M129 & BLK A, PL M135, AS IN SCHEDULE 'A' OF DECLARATION LT102745 ; GLOUCESTER
Address 43 NUMBER
 03520 DOWNPATRICK RD
 GLOUCESTER

PIN 15042 - 0120 LT
Description UNIT 120, LEVEL 1, CARLETON CONDOMINIUM PLAN NO. 42 ; SURFACE RIGHTS ONLY ON BLKS 28 & 29, PL M129 & BLK A, PL M135, AS IN SCHEDULE 'A' OF DECLARATION LT102745 ; GLOUCESTER
Address 41 UNIT
 03520 DOWNPATRICK ROAD
 OTTAWA

PIN 15042 - 0121 LT
Description UNIT 121, LEVEL 1, CARLETON CONDOMINIUM PLAN NO. 42 ; SURFACE RIGHTS ONLY ON BLKS 28 & 29, PL M129 & BLK A, PL M135, AS IN SCHEDULE 'A' OF DECLARATION LT102745 ; GLOUCESTER
Address 40 NUMBER
 03520 DOWNPATRICK RD
 GLOUCESTER

PIN 15042 - 0122 LT
Description UNIT 122, LEVEL 1, CARLETON CONDOMINIUM PLAN NO. 42 ; SURFACE RIGHTS ONLY ON BLKS 28 & 29, PL M129 & BLK A, PL M135, AS IN SCHEDULE 'A' OF DECLARATION LT102745 ; GLOUCESTER
Address 42 NUMBER
 03520 DOWNPATRICK RD
 GLOUCESTER

PIN 15042 - 0123 LT
Description UNIT 123, LEVEL 1, CARLETON CONDOMINIUM PLAN NO. 42 ; SURFACE RIGHTS ONLY ON BLKS 28 & 29, PL M129 & BLK A, PL M135, AS IN SCHEDULE 'A' OF DECLARATION LT102745 ; GLOUCESTER
Address 44 NUMBER
 03520 DOWNPATRICK RD
 GLOUCESTER

Applicant(s)

Name CARLETON CONDOMINIUM CORPORATION NO. 42
Address for Service c/o Nelligan O'Brien Payne LLP
 1500 - 50 O'Connor Street
 Ottawa, ON K1P 6L2

Carleton Condominium Corporation No. 42 hereby certifies that by-law number 7 attached hereto See Schedules is a true copy of the by-law. The by-law was made in accordance with the Condominium Act. The owners of a majority of the units of the corporation have voted in favour of confirming the by-law.

I, Sylvie Lepage, have the authority to bind the corporation.

Signed By

Jennifer Lynne Gagne 1500-50 O'Connor acting for Signed 2008 10 15
 Ottawa Applicant(s)
 K1P 6L2
Tel 6132388080
Fax 6132382098

Submitted By

NELLIGAN O'BRIEN PAYNE LLP 1500-50 O'Connor 2008 10 15
 Ottawa
 K1P 6L2
Tel 6132388080
Fax 6132382098

The applicant(s) hereby applies to the Land Registrar.

Fees/Taxes/Payment

Statutory Registration Fee \$80.00

Total Paid \$80.00

File Number

Applicant Client File Number : 2918-9

ACKNOWLEDGEMENT AND DIRECTION

TO: Nancy Houle
{insert lawyer's name}

AND TO: NELLIGAN O'BRIEN PAYNE LLP

RE: By-law No. 7, 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: 15042-0001 to 15042-0123 (inclusive)

Description: All units and common elements comprising the property included in
Carleton Condominium Plan No. 42
City of Ottawa
Land Titles Division of Ottawa-Carleton (No.4)

Address: Ottawa