

CARLETON CONDOMINIUM CORPORATION NO. 503

DECLARATION

SOLOWAY, WRIGHT  
BARRISTERS AND SOLICITORS  
99 METCALFE STREET  
OTTAWA, ONTARIO  
K1P 6L7

September, 1990

MINTO DEVELOPMENTS INC.

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DECLARATION

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DECLARATION

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

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

MINTO DEVELOPMENTS INC.,  
a company incorporated under the laws of the  
Province of Ontario

(hereinafter referred to as the "Declarant").

WHEREAS by Articles of Amendment dated May 8, 1989 and registered in the Land Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4) as Instrument No. 613682, Minto Construction Limited changed its name to Minto Developments Inc.

AND WHEREAS the Declarant is the owner in fee simple of lands and premises situate in the City of Gloucester in the Regional Municipality of Ottawa-Carleton and being more particularly described in Schedule "A" and in the description submitted herewith by the Declarant for registration in accordance with section 3 of the Act (the "property"):

AND WHEREAS the Declarant has constructed on the property, a development containing ninety-five (95) townhouse units which the Declarant intends to be governed by the Act.

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

1. INTRODUCTORY

1.1 Interpretation. Unless the context otherwise requires the terms used herein shall have ascribed to them the meaning contained in the Act. The following terms shall have the following meanings:

- (a) "Board" shall mean the board of directors of the condominium corporation;
- (b) "corporation" shall mean the condominium corporation

created upon the registration of the Declaration and of the description under the Act:

(c) "unit" means a part or parts of the land or buildings 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 or the building within this space in accordance with this Declaration and the description.

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

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

1.4 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 in the proportions set forth opposite each unit number in Schedule "B" attached hereto. The owners shall contribute to the common expenses in accordance with the further column of percentages set forth in Schedule "B" attached hereto.

1.5 Address for Service. The corporation's address for service and mailing address shall be:

187 Lyon Street West  
Suite 100  
Ottawa, Ontario  
K1R 7Y1

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

## 2. COMMON EXPENSES

2.1 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. Common expenses shall include the expenses listed in Schedule "D" attached.

The common expenses shall be the expenses of the performance of the objects and duties of the corporation and such other expenses as are listed in Schedule "D" attached hereto. Notwithstanding the said Schedule "D", to the end that the corporation not incur large unfunded financial obligations or a large indebtedness without the specific consent of the owners, common expenses exclude monies required to be raised:

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

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

### 3. COMMON ELEMENTS

3.1 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.

3.2 Exclusive Use Areas. Those areas of the common elements over which certain owners have exclusive use are set out in Schedule "E" attached hereto, and shown on Part 1, Sheet 2 of the Description.

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

3.4 Substantial Change to Property.

- (a) The corporation may by vote of owners, who own eighty percent (80%) of the units, make any substantial additions, alterations or improvements to, or renovation of the common elements, or make any substantial change in the assets of the corporation in accordance with the applicable provincial and municipal legislation and other governing by-laws, rules and regulations.
- (b) The corporation may by a vote of the owners authorize 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.

4. UNITS

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

- (a) The units shall be occupied and used for residential purposes as defined in and in conformity with the zoning by-laws of The Corporation of the City of Gloucester and for no other purpose.
- (b) The provisions of subparagraph (a) shall not prevent the Declarant from completing the buildings and all improvements to the property, nor prevent the Declarant, or any mortgagee of ten percent (10%) or more of the units or insurer of such mortgage, from taking all reasonable steps to sell its units, including maintenance of a sales or construction office, models for display and sales purposes. Other than for these purposes no signs may be erected in the units or on the common elements.
- (c) 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. Should the occupation or use of a unit result in an increase of premium payable by the corporation for any policy or policies of insurance, then the owner of such unit shall be liable to the corporation for the increased premium payable which shall be charged back to the owner as additional contributions towards

common expenses and shall be recoverable as such.

- (d) The owner of each unit shall comply and shall require all residents, occupants and visitors to his unit to comply with the Act, this Declaration, and the by-laws, and the rules and regulations passed pursuant thereto.
- (e) No owner of a unit 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, my guests and my invitees from time to time, will, in using the unit rented by me and the common elements, comply with the Condominium Act, the Declaration, the by-laws, and all rules and regulations of the condominium corporation, during the term of my tenancy."
- (f) No tenant shall be liable for the payment of common expenses unless notified by the corporation that the owner is in default of payment of common expenses, in which case, the tenant shall deduct from the rent payable to the owner the owner's share of the common expenses and shall pay the same to the corporation.
- (g) Any owner leasing his unit shall not be relieved from any of his obligations with respect to the unit which shall be joint and several with his tenant.
- (h) No owner, other than the Declarant, shall make any change or alteration to the unit, including any alteration of load bearing walls or walls containing service conduits which service other units, without the written consent of the Board.
- (i) No owner other than the Declarant shall 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. Notwithstanding the foregoing an owner may install an air conditioning apparatus on the common elements without the consent of the Board provided the requirements and regulations of all public authorities and the rules of the Corporation are complied with.



- (j) An owner may landscape the front and rear yard adjacent to his unit provided that he obtains the written consent of the Board.

4.2 Rights of Entry.

- (a) The corporation, or any insurer of the property, their respective agents, or any other person authorized by the Board, shall be entitled to enter any unit at all reasonable times 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 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 is not personally present to grant entry to his unit, the corporation, or its agents, may enter upon such unit, provided that they firstly take reasonable steps to obtain permission from the owner or occupant of such unit and provided that they exercise courtesy and reasonable care in conducting the activity which requires their entry into such unit.
- (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.

5. MAINTENANCE AND REPAIRS

- 5.1 Repairs and Maintenance by Owner. Each owner shall maintain his unit and those areas of the common elements over which such owner has exclusive use, and, subject to the

provisions of this Declaration and section 42 of the Act, each owner shall repair his unit after damage, all at his own expense. In addition each owner shall:

- (a) at all times maintain heat in his unit above the freezing temperature of water. In the event the owner defaults in payment of any hydro charges, the corporation may pay same to prevent any discontinuance of service to the unit and such costs shall be charged back to the owner, deemed to be additional contributions to the common expenses and recoverable as such;
- (b) maintain the interior surface of doors which provide the means of ingress and egress from his unit and maintain the interior surface of windows, whether such doors and windows are part of a unit or part of the common elements. In the event any window or any door requires replacement the owner shall replace such door or window in an expeditious and timely manner, failing which the corporation shall carry out the replacement of such door or window and the cost of same shall be charged back to the owner as additional contributions towards the common expenses and shall be recoverable as such.

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

5.3 Repairs and Maintenance of Common Elements by the Corporation. The corporation shall repair and maintain the common elements at its own expense except for those parts of the common elements which are required to be maintained and repaired

by the owners pursuant to paragraph 5.1 hereof.

6. INSURANCE TRUSTEE AND PROCEEDS OF INSURANCE

6.1 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 the generality, provide the following:

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

In the event that the corporation is unable to enter into such agreement with such trust company, or such chartered bank, by reason of their refusal to act, the corporation may enter into such agreement with such other corporation authorized to act as a trustee, as the owners may approve by by-law at a meeting called for that purpose. The corporation shall pay the fees and disbursements of any insurance trustee and any fees and disbursements shall constitute a common expense.

6.2 Proceeds Held by Insurance Trustee. In the event that:

- (a) the corporation is obligated to repair any unit under paragraph 5.2 hereof, in accordance with the provisions of the Act, the insurance trustee shall hold all proceeds for the corporation and shall disburse same in accordance with the provisions of the insurance trust agreement, in order to satisfy the obligation of the corporation to make such repairs;
- (b) there is no obligation by the corporation to repair any unit in accordance with the provisions of the Act and if there is termination in accordance with the Act, the insurance trustee shall hold all proceeds 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 the Act, determines that:

(i) there has not been substantial damage to twenty-five percent (25%) of the buildings, or

(ii) there has been substantial damage to twenty-five percent (25%) of the buildings and within sixty (60) days thereafter the owners who own eighty percent (80%) of the units do not vote for termination,

the insurance trustee shall hold all proceeds for the corporation and owners whose units have been damaged, as their respective interests may appear, in accordance with the provisions of the insurance trust agreement in order to satisfy their respective obligations to make repairs, pursuant to the provisions of Article 6 of this Declaration and the Act.

Notwithstanding anything to the contrary herein contained, any proceeds payable by the insurance trustee to an owner, in accordance with the provisions of subparagraph 6.2(b) 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.

## 7. INSURANCE

7.1 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:

(1) 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 surrogation 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 (60) days' prior written notice to all parties whose interests appear thereon, and to the insurance trustee,
- (iv) waivers of any defence based on co-insurance or of invalidity arising from the conduct or any act or omission or breach of a statutory condition of any insured,
- (v) all policies of insurance shall provide that the same shall be primary insurance in respect of any other insurance carried by any owner,

- (vi) a waiver of the insurer's option to repair, rebuild, or replace in the event that after damage the corporation 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 surrogation 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) machinery and equipment insurance to the extent required as the Board may from time to time deem advisable.

7.2 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 surrogation 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.

7.3 General Provisions.

- (a) At least every three (3) years or more often as required by legislation, or at such other time as the Board may deem advisable, and also upon the request of a mortgagee or mortgagees holding mortgages on fifty percent (50%) or more of the units, the corporation shall obtain an

appraisal from an independent qualified appraiser, of the full replacement cost of the property, for the purpose of determining the amount of insurance to be effected pursuant to paragraph 7.1 hereof and the cost of such appraisal shall be a common expense.

- (b) The corporation, its Board, and its officers, shall have the exclusive right, on behalf of itself and as agents for the owners, to adjust any loss and settle any claims with respect to all insurance placed by the corporation, and to give such releases as are required, and any claimant, including the owner of a damaged unit, shall be bound by such adjustment. Provided, however, that the Board may, in writing, authorize an owner to adjust any loss to his unit.
- (c) Every mortgagee shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage where such application would prevent application of the insurance proceeds in satisfaction of an obligation to repair. This subparagraph (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 certificates of new insurance policies shall be furnished to each owner and renewal certificates or certified copies of new insurance policies to each mortgagee not later than ten (10) days before the expiry of any current insurance policy. The master policy for any insurance coverage shall be kept by the corporation in its offices, available for inspection by an owner or mortgagee on reasonable notice to the corporation.
- (e) No insured, other than the corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the corporation, or to direct that loss shall be payable in any manner other than as provided in the Declaration.

- (f) Any proceeds of insurance payable to an owner of a unit and any assets of the corporation distributable to an owner of a unit shall be subject to the claim of any mortgagee holding a mortgage registered on title as of the day prior to such payment or distribution and to satisfaction of any amount due under any liens in favour of the corporation against the unit.
- (g) Should an owner use a unit which will result in an increase in the insurance premiums payable by the corporation, then such owner shall be liable to pay such increase of the insurance premium.

8. INDEMNIFICATION

8.1 Indemnification. Each owner shall indemnify and save harmless the corporation from and against any loss, cost, damage, injury or liability whatsoever which the corporation may suffer or incur resulting from or caused by an act or omission of such owner, his family or any member thereof, any other resident or occupant 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, cost, damages, injury or liability caused by an insured (as defined in any policy or policies of insurance) and insured against by the corporation.

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

9. GENERAL MATTERS AND ADMINISTRATION

9.1 First Meeting. As soon as possible and no later than three (3) months after the registration of this Declaration, the corporation shall, on ten (10) days' notice in writing, hold a meeting of the owners for the purpose of electing directors. The Board so elected may hold its first meeting, provided a quorum of directors is present.

9.2 Units Subject to Declaration, By-laws, 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 transfer/deed of land, 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 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 transfer/deed of land or lease or occupancy agreement.

9.3 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.

9.4 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.

9.5 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.


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

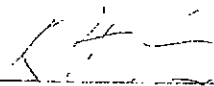
9.7 Headings. The headings in the body of this Declaration form no part of the Declaration but shall be deemed to be inserted for convenience of reference only.

DATED AT OTTAWA in the Regional Municipality of Ottawa-Carleton and Province of Ontario, this 31 day of AUGUST, 1990

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

MINTO DEVELOPMENTS, INC.

Per:   
Name: John Russell  
Title: Executive Vice-President

Per:   
Name: Robert Greenberg  
Title: Vice-President

We have the authority to bind the Corporation.

8

SCHEDULE "A"

All units and common elements comprising the property included in Carleton Condominium Plan No. 503, in the City of Gloucester, in the Regional Municipality of Ottawa-Carleton

Land Titles Division of Ottawa-Carleton (No. 4).

SCHEDULE "A"

ALL AND SINGULAR those lands and premises situate lying and being in the City of Gloucester, in the Regional Municipality of Ottawa-Carleton, and being composed of part of Block 3 on Registered Plan 4M-584 designated as Part 2 on Reference Plan 4R-6601;

SUBJECT TO AN EASEMENT as set out in Instrument No. 600324 in favour of Skyline Cablevision Limited over part of the said Block 3, designated as Part 1 on said Plan 4R-6601;

BEING part of Parcel 3-1 in the Register for Section 4M-58~~4~~<sup>4</sup>.


SCHEDULE "B"


Unit No.	Level	Proportion of Common Interest Appurtenant to Each Unit and Percentage in Which Owner of Each Unit is To Contribute to Common Expenses
1	1	
2	1	1.051
3	1	1.051
4	1	1.051
5	1	1.051
6	1	1.051
7	1	1.051
8	1	1.051
9	1	1.051
10	1	1.051
11	1	1.051
12	1	1.051
13	1	1.051
14	1	1.051
15	1	1.051
16	1	1.051
17	1	1.051
18	1	1.051
19	1	1.051
20	1	1.051
21	1	1.051
22	1	1.051
23	1	1.051
24	1	1.051
25	1	1.051
26	1	1.056
27	1	1.056
28	1	1.056
29	1	1.056
30	1	1.056
31	1	1.056
32	1	1.056
33	1	1.056
34	1	1.056
35	1	1.056
36	1	1.056
37	1	1.056
38	1	1.051
39	1	1.051
40	1	1.051
41	1	1.051
42	1	1.051
43	1	1.051
44	1	1.051
45	1	1.051
46	1	1.051
47	1	1.051
48	1	1.051
49	1	1.051
50	1	1.051
51	1	1.051
52	1	1.051
53	1	1.051
54	1	1.051
55	1	1.051

SCHEDULE "B"  
Page 2

Unit No.	Level	Proportion of Common Interest Appurtenant to Each Unit and Percentage in Which Owner of Each Unit is To Contribute to Common Expenses
56	1	
57	1	1.051
58	1	1.051
59	1	1.051
60	1	1.051
61	1	1.051
62	1	1.056
63	1	1.056
64	1	1.056
65	1	1.056
66	1	1.056
67	1	1.056
68	1	1.056
69	1	1.051
70	1	1.051
71	1	1.051
72	1	1.051
73	1	1.056
74	1	1.056
75	1	1.056
76	1	1.056
77	1	1.056
78	1	1.056
79	1	1.056
80	1	1.051
81	1	1.051
82	1	1.051
83	1	1.051
84	1	1.051
85	1	1.051
86	1	1.051
87	1	1.056
88	1	1.055
89	1	1.055
90	1	1.055
91	1	1.055
92	1	1.055
93	1	1.051
94	1	1.051
95	1	1.051
TOTAL		100.0000%

MINTO DEVELOPMENTS INC.

Per:   
John Russell, Executive Vice-President

Per:   
Robert Greenberg, Vice-President

We have authority to bind the Corporation

SCHEDULE "C"

BOUNDARIES OF UNITS AND MONUMENTS

The monuments which control the extent and location of the Units are the physical features hereinafter defined, namely:

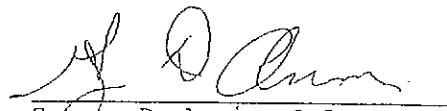
1. The Horizontal Boundaries of the Units are:
    - a) The upper surface of drywall in the upper most ceilings;
    - b) The upper unfinished surface of the concrete floor slab beneath the Unit;
    - c) In the vicinity of the garage, the upper surface of the drywall in the garage ceiling and a plane, parallel to and perpendicularly distance 2.70 metres below the upper surface of the drywall in the garage ceiling;
    - d) In the vicinity of transition from concrete to stud wall construction, the lower line and face of the floor joists forming such transition;
    - e) In the vicinity of the cantilever projection, the lower line and face of the floor joists forming such cantilever;
    - f) In the vicinity of the fireplaces in Units 3, 4, 9, 10, 14, 15, 16, 17, 25 to 36, 38, 39, 40, 44, 45, 46, 51, 52, 56, 57, 58, 59, 65 to 70, 73, 74, 75, 78 to 84 and 89 to 95 where the firebox projects beyond the drywall on the exterior walls of the Unit:
      - i) the plane of the top of the plywood subfloor beneath the fireplace and the plane through the top of the metal firebox liner;
      - ii) In the vicinity of the transition above the fireplace, from the floor on which the fireplace is located to the floor above, the lower line and face of the floor joists forming such transition;
  - NOTE: In Units 1, 2, 5, 6, 7, 8, 11, 12, 13, 18, 19, 20, 21, 22, 23, 24, 37, 41, 42, 43, 47, 48, 49, 50, 53, 54, 55, 60, 61, 62, 63, 64, 71, 72, 76, 77, 85, 86, 87 and 88 where the fireplace is wholly contained within the dry wall of the exterior walls of the Unit, the said fireplace shall form part of the Unit;
  - g) In the vicinity of the bay windows in Units 25, 30, 31, 36, 65, 70, 78, 84, 89 and 95, the lower line and face of the floor joists below the window and the upper surface of the drywall above the window.
2. The Vertical Boundaries of the Units are:
    - a) The backside surface of the drywall on the exterior stud walls of the Unit and the extensions of the planes thereof,

- and in the garage of each Unit, the inside face and plane of the framing studs;
- b) In Units 1 to 24, 37 to 64, 71 to 77 and 85 to 88 having basements, the unfinished Unit side face of the exterior concrete walls of the basement;
  - c) In Units 25 to 36, 65 to 70, 78 to 84 and 89 to 95 not having basements, in the vicinity of the transition from the plane below the garage to the upper unfinished surface of the concrete floor slab the unfinished Unit side face of the concrete wall forming such transition;
  - d) In the vicinity of the fireplace of Units 3, 4, 9, 10, 14, 15, 16, 17, 25 to 36, 38, 39, 40, 44, 45, 46, 51, 52, 56, 57, 58, 59, 65 to 70, 73, 74, 75, 78 to 84 and 89 to 95 where the fireplace projects beyond the drywall on the exterior walls, the backside surface of the metal firebox liner;
  - e) In the vicinity of the exterior windows and doors, the unfinished interior surface of the windows and doors in closed position, the inner surface of the glass contained therein and the unfinished interior surface of window and door frames.
3. NOTWITHSTANDING Paragraphs 1 and 2, no Unit includes those pipes, wires, cables and conduits passing through the Units described above to service another Unit or Units or the Common Elements. The Unit shall include those pipes, wires, cables, flues and conduits appurtenant only to each particular Unit and only to the extent that they lie within the Unit Boundaries as described above.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT the above noted Unit boundaries correspond to the Unit boundaries reflected in the cross-sections shown on Sheet 1 of Part 1 of the description.

DATED AT the City of Nepean, this 30 day of Aug , 1990

  
George D. Annis, O.L.S.



SCHEDULE "D"

SPECIFICATION OF COMMON EXPENSES

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

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

SCHEDULE "D"  
PAGE 2

- (g) the cost of repairing and maintaining the common elements;
- (h) the cost of legal, accounting, auditing and engineering services or other professional advice and services required by the corporation in the performance by the corporation of its duties and powers;
- (i) the fees and disbursements of the insurance trustee;
- (j) the cost of maintaining fidelity bonds as provided in the by-laws;
- (k) the cost of borrowing money for the purpose of carrying out the objects and duties of the corporation.

SCHEDULE "E"

EXCLUSIVE USE AREAS

1. The owner of each unit shall have the exclusive use of the rear yard patio situated adjacent to such unit being that portion of the common elements located by being numbered the same as the unit number preceded by the affix "R" as shown on Sheet 2 of Part 1 of the Description.
2. The owner of each unit shall have the exclusive use of the driveway situated adjacent to such unit, being that portion of the common elements located by being numbered the same as the unit number preceded by the affix "D" as shown on Sheet 2 of Part 1 of the Description.
3. The owners of Units 26, 27, 28, 29, 66 and 67 shall have the exclusive use of the balcony situated adjacent to such unit.

SCHEDULE "A"

RULES AND REGULATIONS

The following rules and regulations shall be observed by the owners. The term "owner" shall include the owner or any other person occupying the unit with the owner's approval and the term "property" shall include the units and the common elements comprising the condominium corporation:

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 have caused it.
2. 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 result in the cancellation or threat of cancellation of any policy of insurance arranged by the Corporation; or obstruct or interfere with the rights of other owners; or do anything which is, on a reasonable standard, bound to 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 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.
3. Should the occupation or use of a unit result in an increase of premium payable by the Corporation for any policy or policies of insurance, then the owner of such unit shall be liable to the Corporation for the increased premium payable which shall be charged back to the owner as additional contributions towards common expenses and shall be recoverable as such.
4. Water shall not be left running unless in actual use.
5. The owner shall not place, leave or permit to be placed or left in or upon the common elements any debris, refuse or garbage. Such debris, refuse or garbage shall be contained in properly sealed refuse bags or properly secured containers and placed on the garbage pad or other area designated by the Board

- 2 -

for the reception of garbage. Such debris, refuse or garbage shall only be placed on the garbage pad after 9:00 p.m. the night before garbage pick-up and before 7:00 a.m. the day of garbage pick-up.

6. 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.

7. 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 purposes other than for ingress and egress to and from their respective units.

8. No mops, brooms, dusters, rugs or bedding shall be shaken or beaten from any window or door.

9. No motor vehicle shall be driven on any part of the common elements other than on a driveway or visitors parking space.

10. No television antenna, aerial, tower or similar structure and appurtenances thereto or satellite dishes shall be erected on or fastened to any unit or exclusive use area, except as a connection for a common television cable system.

11. No one shall harm, mutilate, destroy, alter or litter any of the landscaping work on the common elements including grass, trees, shrubs, hedges, flowers, flower beds, lockstones and curbing.

12. No building, shed, structure or tent shall be erected by an owner on the common elements.

13. 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.

14. No animal, livestock or fowl other than a pet weighing a maximum of twenty (20) pounds shall be kept on the property and no pet that is deemed by the Board or manager, in its or his absolute discretion, to be a nuisance shall be kept by any owner

- 3 -

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.

15. No stores of coal or any combustible or offensive goods, provisions or materials shall be kept on the property, other than for use in the fireplace.

16. In the event that the Board, for reasons of cleaning, snow removal, maintenance or repair, temporarily requires vacant possession of any parking space, the owner thereof shall ensure that such space is vacated for the period as the Board requires in the circumstances. In the event that such owner fails to so vacate the parking space upon reasonable notice the Board shall be entitled to remove or have removed any motor vehicle or other obstruction from the parking space and the cost thereof shall be charged back against such owner as an additional contribution to the common expenses and shall be recoverable as such.

17. No clothesline shall be erected nor shall clothes be allowed to dry outside of a unit.

18. No owner may landscape the front or rear yard adjacent to his unit without obtaining the written consent of the Board.

19. Water cooled central air conditioning units are prohibited. Owners may install any other type of air conditioner provided that the method of such installation and additional materials used therefor shall be subject to the prior written consent of the Board.

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REGISTRY

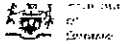
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*Ronika Chupick*  
RONIKA CHUPICK  
ASSISTANT DEPUTY LAND  
REGISTRAR

CEP 503

313

1425



# Document General

Form A - Land Registration Reform Act, 1984

FOR OFFICE USE ONLY	692224	'90 09 12 15 07	SUSAN WEBB CERTIFICATION OFFICER	(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/>	(2) Page 1 of 4 pages
				(3) Property Identifier(s) Block Properly	Additional See Sche
				(4) Nature of Document	
				NOTICE OF ASSIGNMENT OF A JOINT USE AGREEMENT	
				(5) Consideration	Dollars \$
				(6) Description	
New Property Identifiers			All units and common elements comprising the property included in Carleton Condominium P No. 503, City of Gloucester, Regional Municipality of Ottawa-Carleton, Land Title Division of Ottawa-Carleton (No. 4)		
Executions			Additional: See Schedule <input type="checkbox"/>		
			Additional: See Schedule <input type="checkbox"/>		
			(7) This Document Contains: (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input type="checkbox"/>		

(8) This Document provides as follows:

Carleton Condominium Corporation No. 503 has an unregistered estate, right, interest or equity in: The Land registered in the name of MINTO DEVELOPMENT INC. and hereby applies under Section 74 of the Land Titles Act for the entry of a Joint Use Agreement in the register for the said Lands.

The name Minto Construction Limited was changed to Minto Developments Inc. by Articles of Amendment registered May 8, 1990 as Instrument No. 613682.

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
CARLETON CONDOMINIUM CORPORATION NO. 503	SOLOWAY, WRIGHT	
by its solicitors	PER: <i>[Signature]</i>	
	M. Claudia Morrow	1990 09

(11) Address for Service Suite 300 - 427 Laurier Avenue West, Ottawa, K1R 7Y2

(12) Party(ies) (Set out Status or Interest)

Name(s)	Signature(s)	Date of Signature Y M
MINTO DEVELOPMENTS INC.		

(13) Address for Service Suite 300 - 427 Laurier Avenue West, Ottawa, K1R 7Y2

(14) Municipal Address of Property	(15) Document Prepared by:	Fees and Tax
MULTIPLE	M. CLAUDIA MORROW SOLOWAY, WRIGHT Barristers and Solicitors 99 Metcalfe Street Ottawa, Ontario, K1P 6L7	Registration Fee





CARLETON CONDOMINIUM CORPORATION NO. 503

JOINT USE AGREEMENT

SOLOWAY, WRIGHT  
BARRISTERS AND SOLICITORS  
99 METCALFE STREET  
OTTAWA, ONTARIO  
K1P 6L7

September, 1990

<p style="text-align: center;">692223</p> <p style="text-align: center;">'90 09 12 15 07</p> <p style="text-align: center;">SUSAN WEBB CERTIFICATION OFFICER</p> <p style="text-align: center;"><i>[Signature]</i></p>	<p>(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/> (2) Page 1 of 2 pages</p> <p>(3) Property Identifier(s) Block Property Additional: See Schedule <input type="checkbox"/></p> <p>(4) Nature of Document Special By-law No. 2 (Condominium Act)</p> <p>(5) Consideration Dollars \$</p> <p>(6) Description All units and common elements comprising the property included in Carleton Condominium Plan No. 503, City of Gloucester, Regional Municipality of Ottawa-Carleton, Land Titles Division of Ottawa-Carleton (No. 4)</p> <p>(7) This Document Contains: (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input type="checkbox"/></p>
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This Document provides as follows:

Carleton Condominium Corporation No. 503 hereby certifies that the By-Law No. attached hereto was made in accordance with the Condominium Act, Chapter 84 of the Revised Statutes of Ontario, 1980 and any amendments thereto, the declaration and the By-Laws of the Corporation; and that the said By-Law number 2 has not been amended and is in full force and effect.

See By-Law attached.

Continued on Schedule

This Document relates to instrument number(s) \_\_\_\_\_

Party(ies) (Set out Status or Interest) Name(s)	Signature(s)	Date of Signature Y M D
CARLETON CONDOMINIUM CORPORATION NO. 503	PER: <i>[Signature]</i> Alan Sainsbury - President	1990 09 11
	PER: <i>[Signature]</i> Linda Hatt - Secretary	1990 09 11

Address for Service: Suite 300 - 427 Laurier Avenue West, Ottawa, K1R 7Y2

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

Principal Address of Property  MULTIPLE	(15) Document Prepared by:  M. CLAUDIA MORROW SOLOWAY, WRIGHT Barristers and Solicitors 99 Metcalfe Street Ottawa, Ontario, K1P 6L7 FILE 111-5610	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:10%;"></th> <th style="width:90%;">Fees and Tax</th> </tr> </thead> <tbody> <tr> <td style="writing-mode: vertical-rl; transform: rotate(180deg);">FOR OFFICE USE ONLY</td> <td>Registration Fee</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </tbody> </table>		Fees and Tax	FOR OFFICE USE ONLY	Registration Fee						
	Fees and Tax											
FOR OFFICE USE ONLY	Registration Fee											

CARLETON CONDOMINIUM CORPORATION NO. 503

SPECIAL BY-LAW NO. 2

Be it enacted a special by-law of Carleton Condominium Corporation No. 503 ( the "Corporation") as follows:

1. That the Corporation be and is hereby authorized to enter into the following agreements:
  - (a) A Property Management Agreement with Minto Management Limited dated the 4th day of September, 1990.
  - (b) An Insurance Trust Agreement with Central Guaranty Trust Company dated the 4th day of September, 1990.
  - (c) An Assignment of the Joint Use and Maintenance Agreement with Minto Developments Inc. dated the 4th day of September, 1990.
  - (d) Leases and any renewals or extensions thereof from time to time of surface parking spaces situated on and forming part of the common elements of the Corporation but which do not form part of the common elements designated as "Visitors' Parking".

Carleton Condominium Corporation No. 503 hereby enacts the foregoing by-law by the vote of its sole owner which owns 100% of the common elements.

Dated at Ottawa this 11<sup>th</sup> day of September, 1990.

CARLETON CONDOMINIUM CORPORATION NO. 503

Per: [Signature]

Name: Alan Sainsbury

Title: President

Per: [Signature]

Name: Linda Hatt

Title: Secretary

We have the authority to bind the Corporation.

1990. THIS AGREEMENT dated this 4th day of September,

BETWEEN:

CARLETON CONDOMINIUM CORPORATION  
No. 503

hereinafter called "CCC 503"

OF THE FIRST PART

AND:

MINTO DEVELOPMENTS INC.

hereinafter called "Minto"

OF THE SECOND PART

WHEREAS:

- A. By Instrument No. 619160 (the "Joint Use Agreement"), Minto and Carleton Condominium Corporation No. 467 ("CCC 467") entered into an agreement setting forth their respective rights and obligations as to the joint use and enjoyment of certain elements located on the lands of CCC 467 and on lands adjacent thereto registered in the name of Minto (the "Retained Lands") and more particularly described in Schedule "A" hereto.
- B. The Joint Use Agreement provides for the assignment by Minto of its rights and obligations thereunder to any condominium corporation created on the Retained Lands.
- C. On the 31st day of August 1990, a declaration pursuant to the Condominium Act (Ontario) was registered on the Retained Lands creating CCC 503.
- D. In accordance with the provisions of the Joint Use Agreement, Minto now wishes to assign all of its rights and obligations thereunder to CCC 503.

ACCORDINGLY IN CONSIDERATION of the mutual covenants and agreements hereinafter contained, the parties agree as follows:

- 1. Minto does hereby assign to CCC 503, and CCC 503 does hereby accept and assume, all of Minto's rights and obligations under the Joint Use Agreement and CCC 503 does hereby covenant to indemnify and save Minto harmless from all actions, causes of action, expenses, or claims of any kind whatsoever arising by virtue of the Joint Use Agreement at any time or times hereafter.

2. This agreement shall enure to the benefit of and shall be binding upon the parties hereto, their respective successors and assigns, and all the owners from time to time of the units and common elements of CCC 503.

IN WITNESS WHEREOF the parties have hereunto affixed their corporate seals under the hands of their proper officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED )  
in the presence of )

) CARLETON CONDOMINIUM CORPORATION  
) NO. 503  
)

) PER: [Signature]

) Name: Alan Sainsbury

) Title: President

) PER: [Signature]

) Name: Linda Hatt

) Title: Secretary

) MINTO DEVELOPMENTS INC.  
)

) PER: [Signature]

) Name: Robert Greenberg

) Title: Vice-President

) PER: [Signature]

) Name: Regis Trudel

) Title: Senior Vice-President

Schedule "A"

CARLETON CONDOMINIUM CORPORATION NO. 503

BY-LAW NO. 3

BE IT ENACTED as By-Law No. 3 of CARLETON CONDOMINIUM CORPORATION NO. 503 (hereinafter referred to as the "Corporation") as follows:

ARTICLE I  
DEFINITIONS

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

ARTICLE II  
MEETINGS OF OWNERS

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

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

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

(4) Voting:

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

(5) Chairperson:

- (a) Subject to paragraph (b) below, the Chairperson for any meeting of the owners shall be determined by resolution of the Board, or failing any such resolution, shall be: the President of the Corporation, or if the President is unable or unwilling to chair the meeting, the Vice-President of the Corporation.
  - (b) Provided, however, that any other person may be chosen to chair the meeting by ordinary resolution of the meeting.
- (6) Right to Vote: All voting by owners shall be on the basis of one vote per unit. The right of persons to vote at meetings of owners is determined by the Act. Any dispute respecting the right of a person to vote shall be decided by the Chairperson of the meeting, upon such evidence as the Chairperson may deem sufficient.
- (7) Co-Owners: Where the voting rights for a unit are shared by two or more persons (for example, there are two or more owners of the unit), any one or more of those persons may exercise the vote for the unit. Provided, however, that if two or more of those persons decide to exercise the vote, the provisions of the Act shall determine how the vote is to be counted.

ARTICLE III  
BOARD OF DIRECTORS

- (1) Number and Quorum: The Corporation shall have a Board of five (5) Directors. A quorum for the transaction of business at a meeting of the Board shall be three (3) Directors.

(2) Qualifications:

- (a) In addition to the qualifications for Directors which are set out in the Act, every Director shall be either an owner, the spouse of an owner, or the nominee of a limited company which is an owner or co-owner.
- (b) If a unit has more than one owner, only one of those owners may be a member of the Board at any time.
- (c) A person immediately ceases to be a Director if the person fails to attend three consecutive Board Meetings without providing an excuse which is reasonably satisfactory to the Board.
- (d) A person immediately ceases to be a Director if the person is an owner and any contributions payable in respect of the owner's unit have been in arrears for 30 days.

(3) Election and Term:

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

<u>Number of Directors</u>	<u>Year of Expiration of Term</u>
2	2003
1	2004
2	2005

- (b) If a Directorship is vacated before expiration of the Director's term (whether by removal, resignation, death or otherwise), the vacancy may be filled, by appointment and/or election in accordance with the Act.
- (c) In the event of an election to fill Directorships with terms expiring in different years, the person(s) receiving the most votes shall be elected to the Directorships with the longer remaining term(s).
- (d) The Directorship which expires in 2004 (see above) is hereby designated as the "owner-occupier elected Directorship" for the purposes of Section 51 of the Act.
- (e) When a Director's term expires, he or she shall retire, but shall be eligible for re-election.

(4) Calling of Meetings:

- (a) Board meetings may be called by resolution of the Board. In such cases, the Secretary or another person designated by the Board shall give notice of the meeting in accordance with sub-paragraph (c) hereof.
- (b) Board meetings may also be called by any two Directors. In such cases, the notice shall be signed by each of the two Directors and one of the two Directors shall give notice of the meeting in accordance with sub-paragraph (c) hereof.
- (c) Written notice of Board meetings shall be given to all Directors at least 48 hours before the meeting. Any such Notice may be given in accordance with Article VII of this by-law.



- (d) A meeting of the Directors may be held by teleconference or another form of communications system that allows the Directors to participate concurrently, provided all Directors of the Corporation consent to the means used for holding the meeting.
  - (e) The Board may appoint a day or days in any month or months for regular meetings at a place and hour to be named. A copy of any resolution of the Board fixing a place and time for such regular meetings shall be sent to each Director, but no other notice shall be required for any such meeting.
  - (f) No notice of a meeting shall be necessary if all the Directors are present and consent to the holding of such meeting or if those absent have waived notice of or otherwise signified in writing their consent to the holding of such meeting.
- (5) Indemnification of Directors: Every Director and every Officer of the Corporation and the person's heirs, executors, administrators, estate trustees and other legal personal representatives shall from time to time be indemnified and saved harmless by the Corporation from and against:
- (a) any liability and all costs, charges and expenses that the Director or Officer sustains or incurs in respect of any action, suit or proceeding that is proposed or commenced against the Corporation for or in respect of anything that the person has done, omitted to do or permitted in respect of the execution of the duties of office; and
  - (b) all other costs, charges and expenses that the person sustains or incurs in respect of the affairs of the Corporation.

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

#### ARTICLE IV OFFICERS

- (1) Elected Officers: At the first meeting of the Board after each election of Directors, the Board shall elect from among its members a President. In default of such election the then incumbent, if a member of the Board, shall hold office until his/her successor is elected.
- (2) Appointed Officers: From time to time the Board shall appoint a Secretary, a Vice-President, a Treasurer and such other Officers as the Board may determine, including one or more assistants to any of the Officers so appointed. The Officers so appointed may, but need not, be members of the Board. One person may hold more than one office and if the same person holds both the office of Secretary and the office of Treasurer he/she may be known as Secretary-Treasurer.
- (3) Term of Office: In the absence of written agreement to the contrary, the Board may remove at its pleasure, and replace, any Officer of the Corporation.
- (4) President: The President shall, when present, preside at all meetings of the Board and shall be charged with the general supervision of the business and affairs of the Corporation.
- (5) Vice-President: During the absence of the President his/her duties may be performed and his/her powers may be exercised by the Vice-President.

- (6) Secretary: Subject to this by-law and subject to any resolution of the Board, the Secretary shall give or cause to be given all notices required to be given to the Directors, auditors, mortgagees and all others entitled thereto; he/she shall use his/her best efforts to attend all meetings of the Directors and of the owners and shall enter or cause to be entered in books kept for that purpose minutes of all proceedings at such meetings; he/she shall be the custodian of the seal of the Corporation as well as all books, papers, records, documents and other instruments belonging to the Corporation and he/she shall perform such other duties as may from time to time be prescribed by the Board.
- (7) Treasurer: The Treasurer shall keep or cause to be kept full and accurate books of account in which shall be recorded all receipts and disbursements of the Corporation and under the direction of the Board shall control the deposit of money, the safekeeping of securities and the disbursements of the funds of the Corporation; he/she shall render to the Board at the meeting thereof or whenever required of him/her an account of all of his/her transactions as Treasurer and of the financial position of the Corporation and he/she shall perform such other duties as may from time to time be prescribed by the Board.
- (8) Variation of Duties: From time to time, the Board may, by resolution, vary, add to, or limit the powers and duties of any Officer or Officers, including any of the duties described in this by-law.
- (9) Compensation: Compensation of all Officers and employees of the Corporation shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Corporation nor preclude any Director entering into a contract with the Corporation for the management of the Corporation.

ARTICLE V  
BANKING ARRANGEMENTS & EXECUTION OF DOCUMENTS

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

ARTICLE VI  
FINANCIAL YEAR

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

ARTICLE VII  
NOTICE

- (1) Board Meetings: Notices of Board meetings shall be given in the manner set out in the Act.
- (2) Owner's Meetings: Notices of Owner's meetings shall be given in the manner set out in the Act.
- (3) Other Notices by the Corporation: Subject to the Act, any other notice, communication or document required to be given or delivered by the Corporation shall be sufficiently given by delivering it personally, or delivering it to the address noted for the addressee in the record of names and addresses kept by the Corporation in accordance with the Act, or by sending it by ordinary mail, courier delivery, facsimile transmission or electronic communication addressed to the addressee at the latest address shown in the records of the Corporation for the addressee.
- (4) Notice to the Board or Corporation: Subject to the Act, any notice, communication or document to be given to the Board or the Corporation shall be sufficiently given if sent by ordinary mail addressed to it at the address for service of the Corporation set out in the records of the Corporation.
- (5) When Notice Effective: Any notice delivered by mail shall be deemed to have been received and effective on the first business day following the mailing thereof. All other notices shall be deemed to be received on the date they are sent.
- (6) Omissions and Errors: The accidental omission to give any notice to anyone entitled thereto or the non-receipt of such notice or any error in any notice not affecting the substance thereof shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise founded thereon.

ARTICLE VIII  
ASSESSMENT AND COLLECTION OF COMMON EXPENSES

- (1) Duties of the Board: The Board shall from time to time, and at least annually, prepare a budget for the property and determine by estimate the amount of common expenses for the next ensuing fiscal year, or remainder of the current fiscal year, as the case may be. The Board shall allocate and assess such common expenses as set out in the budget for such period among the owners, according to the proportions in which they are required to contribute to the common expenses as set forth in the Declaration. The Board shall advise all owners promptly in writing of the amount of common expenses payable by each of them respectively determined as aforesaid, and shall deliver copies of each budget on which common expenses are based to all owners entered in the record kept pursuant to the Act.

- (2) Duties of the Owners: Each owner shall be obligated to pay to the Corporation, or as it may direct, the amount of such assessment as follows:
- (a) The owner's monthly common expenses shall be paid in advance on the first day of each and every month next following delivery of such assessment until such time as a new assessment shall have been delivered to such owner.
  - (b) Prior to the commencement of each fiscal year of the Corporation, each owner shall furnish to the Corporation a set of twelve post-dated cheques, or shall arrange for pre-authorized payments, on a system run by the Corporation, if the Corporation offers this service, covering the standard monthly payments due by the owner during the fiscal year on account of common expenses, or in order to facilitate collection shall pay the monthly payments in such other manner as may be directed by the Corporation.
- (3) Special Assessments: The Board may make special assessments when the Board does not have sufficient funds to meet expenditures which have been incurred or which it is anticipated will be incurred. Notice of any such special assessment shall include a written statement setting out the reasons for the assessment and the assessment shall be payable by each owner within ten (10) days after the owner has been given notice of the assessment or within such further period of time and in such instalments as the Board may determine.
- (4) Default:
- (a) Arrears of any payments required to be made to the Corporation under the provisions of this Article or under the provisions of the Act shall bear interest at the rate of twelve percent (12%) per annum and shall be compounded monthly until paid. For each late payment or non-payment of common expenses (whether related to a monthly payment or a special assessment), there shall be added to the amount owing with respect to the particular unit an administration fee of \$25.00, or such other amount as may be determined by resolution of the Board.
  - (b) In addition to any remedies or liens provided by the Act, if any owner is in default in payment of any assessment levied against him/her, the Board may retain a solicitor on behalf of the Corporation to enforce collection and there shall be added to any amount found due all costs of such solicitor as between a solicitor and his/her own client and such costs shall be collectible against the defaulting owner in the same manner as common expenses.
  - (c) All payments upon account of common expense arrears shall be first applied to the arrears which were first due with respect to the particular unit.

#### ARTICLE IX POWERS OF THE CORPORATION

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

- (1) to settle, adjust, compromise or refer to arbitration any claim or claims which may be made upon or which may be asserted on behalf of the Corporation;
- (2) to borrow such amounts as in its discretion are necessary or desirable in order to fulfill the objects and duties of the Corporation, and to secure any such loan by mortgage, pledge or charge of any asset owned by the Corporation, and to add the repayment of such loan to the common expenses, subject to approval of each such borrowing or loan by the unit owners at a meeting duly called for the purpose if the expenditure is not listed in the Corporation's budget for the current fiscal year;

- (3) to retain and hold any securities or other property, whether real or personal, which shall be received by the Corporation;
- (4) to lease any part or parts of the common elements, or grant a licence or easement over any part or parts of the common elements, except such over which any owner has the exclusive use;
- (5) to employ a manager, and such other persons as the Board considers advisable, on terms acceptable to the Board, to assist the Corporation in the fulfilment of its objects and duties;
- (6) to appoint committees comprised of such persons (not necessarily owners) as the Board may from time to time determine, to carry out such tasks or functions as may be determined by the Board;
- (7) to obtain and maintain fidelity bonds, where obtainable, for Directors, Officers, any manager and any employees of the Corporation handling or responsible for the Corporation's moneys or securities. The premiums on any such bonds shall be paid by the Corporation.

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

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

**ARTICLE XI  
INDEMNIFICATION BY OWNERS**

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

**ARTICLE XII  
UNIT INSPECTIONS**

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

- (1) Entry: The Corporation may enter any unit, upon reasonable notice, in order to carry out the objects and duties of the Corporation. Note, however, that in the case of an emergency it may be reasonable for the Corporation to gain immediate access to a unit (i.e., without notice).
- (2) Regular Inspections: The Corporation also conducts "regular inspections" as follows:
  - (a) The Corporation conducts scheduled inspections and maintenance at pre-determined intervals each year. These inspections are conducted for the following purposes:

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

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

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

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

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

ARTICLE XIV  
REPEAL OF BY-LAW NO. 1

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

ARTICLE XV  
MISCELLANEOUS

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

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

DATED this 26<sup>th</sup> day of Nov, 2002.

CARLETON CONDOMINIUM CORPORATION NO. 503

  
Print Name: JIM RITCHIE  
Print Title: PRESIDENT

I have authority to bind the Corporation.

Version 7 - May, 2002

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This document was prepared by Nelligan O'Brien Payne LLP for CCC #503 based on a thorough review of all relevant documentation and the specific circumstances of this condominium. This document may not be appropriate for another condominium.

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

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### Coverage for Deductible on Corporation's Policy

We are often asked the following question:

*Which unit insurers provide coverage for the deductible on the condominium corporation's property insurance policy?*

We decided to hire an insurance broker – Gifford Associates Insurance Brokers – to help us answer this question. Giffords investigated the coverage provided by twenty-five prominent unit insurers and prepared the attached chart listing the results of the investigation.

As you can see, many – but not all – unit insurers provide coverage for the risk that the owner may be required to pay the portion of a loss that falls within the deductible on the corporation's policy.

We hasten to add the following cautionary note. Owners should always check with their own brokers to confirm that their unit policy coverage meets their needs. The attached chart is only intended as a guide to help condominium owners find the coverage that they need. Note as well that these unit policies are continuously evolving. The coverage can change from one year to the next. Again, owners should, in every case, check their coverages with their own brokers.

Nelligan O'Brien Payne Condominium Law Group



Schedule "A"

CARLETON CONDOMINIUM CORPORATION NO. 503

BY-LAW NO. 4

BE IT ENACTED as By-Law No. 4 (being a by-law respecting insurance deductibles) of Carleton Condominium Corporation No. 503 (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  
SECTION 105(3) OF THE ACT

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

ARTICLE III  
INSURANCE DEDUCTIBLES

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

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

ARTICLE IV  
MISCELLANEOUS

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

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 26<sup>th</sup> day of Nov, 2002.

CARLETON CONDOMINIUM CORPORATION NO. 503

  
\_\_\_\_\_  
Print Name: JIM RITCHIE  
Print Title: PRESIDENT

I have authority to bind the Corporation

Version 5 - March, 2002

<p>© All rights reserved.</p> <p>This document was prepared by Nelligan O'Brien Payne LLP for CCC No. 503 based on a thorough review of all relevant documentation and the specific circumstances of this condominium. This document may not be appropriate for another condominium.</p> <p>Please note: The form from which this document was prepared is regularly revised and updated.</p>
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Schedule "A"

CARLETON CONDOMINIUM CORPORATION NO. 503

BY-LAW NO. 5

BE IT ENACTED as By-Law No. 5 (being a by-law respecting common element modifications) of CARLETON CONDOMINIUM CORPORATION NO. 503 (hereinafter referred to as the "Corporation") as follows:

ARTICLE I  
DEFINITIONS

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

ARTICLE II  
PURPOSE OF THIS BY-LAW

This by-law is being passed for the following purposes:

1. To confirm the types of common element modifications which owners are permitted to make, subject to the terms and conditions described in this by-law.
2. To record the Board's approval of the modifications, subject to the terms and conditions in this by-law.
3. To provide any required notice to owners and required voting approval for the modifications.
4. To establish the terms and conditions which apply to any such modification and which accordingly constitute an agreement between the owner(s) and the Corporation pursuant to the Act and this by-law.

ARTICLE III  
PERMITTED MODIFICATIONS

Unit owners may make any one or more of the following modifications to the common elements, subject in each case to the terms and conditions set forth in Article IV hereof:

1. All common element modifications made in connection with the installation of a gas fireplace using the existing chimney with an appropriate liner.
2. Exclusive use patio areas constructed of patio stones.
3. Flower gardens outside of exclusive use areas.
4. Flower boxes outside of exclusive use areas.
5. Outside light fixtures, at rear only.
6. Storm doors.
7. Central air conditioners installed in the exclusive use area.
8. Decks in exclusive use areas.
9. Interlocking stone walkways or patios.
10. Landscaping including planting of bushes and shrubs which may grow no taller than 6 feet, in exclusive use areas.
11. Vents for high efficiency gas furnaces.
12. External natural gas outlets.
13. Physical aids for the disabled.
14. Climbing vines not affixed to any buildings.
15. Hedges.

16. Installation of satellite dishes, provided they are not attached to the property, except as permitted by the Board of Directors.

#### ARTICLE IV TERMS AND CONDITIONS

The within approval of the modifications described in Article III (herein called the "modification(s)") is subject to the following terms and conditions and any unit owner carrying out, or having carried out, any such modification(s) agrees with the Corporation and all other unit owners, on his/her own behalf and on behalf of his/her successors and assigns, to be bound by and to comply with all such terms and conditions, namely:

1. No modification shall be made or kept except with the prior written approval of the Corporation, such approval to be at the sole discretion of the Board. The modification shall comply with all plans, drawings, specifications, colours and/or other requirements as may be approved in writing by the Board or as may be set forth in the By-laws, Rules or Policies of the Corporation. Furthermore, prior to proceeding with the modification, the owner shall obtain and provide to the Corporation such permits and professional certificates as may be requested in writing by the Board.
2. All modifications shall comply with all municipal, provincial and federal legislation, including all municipal By-Laws and building regulations. The owner shall investigate and determine all occupational health and safety requirements that apply to any work related to the modification (including work related to installation, repair or maintenance of the modification) and shall ensure that all of those requirements are met.
3. The modification shall be maintained and repaired in a good and safe condition by the owner at the owner's sole expense. The Corporation shall not be responsible to maintain or repair the modification, nor shall the Corporation be responsible to obtain any insurance with respect to the modification. The modification shall be at the sole risk and expense of the owner and the modification shall be owned by the owner.
4. In the event that the owner fails to maintain or repair the modification as required herein, the Corporation may, at its option and after notifying the owner and affording the owner a reasonable opportunity to effect such maintenance or repair, carry out such maintenance or repair and all costs and expenses incurred by the Corporation in arranging and carrying out the maintenance or repair shall be payable to the Corporation by the owner and shall be collectible in accordance with Article IV(7) hereof.
5. The owner shall obtain insurance against any and all risks of damage or harm to persons or property or any other liability which may arise in connection with the modification. The owner shall provide to the Corporation proof satisfactory to the Corporation that such insurance is in place within a reasonable period of time following any request by the Corporation for such proof.
6. The owner shall fully and completely indemnify and save harmless the Corporation from and against any and all loss, costs, expenses, claims or damages, of whatever kind and however arising, as a result of a breach of any of these terms and conditions, or otherwise relating to the modification, including any claims against the Corporation for damages resulting from, caused by, or associated with the modification. Without limiting the generality of the foregoing, the owner shall be responsible for all costs and expenses incurred in order to remove the modification to afford the Corporation access to any portion of the property (for the purposes of carrying out repair or maintenance, or for any other reason) as well as reinstatement of the modification (if desired), and the Corporation shall have no obligation for any damage which may be caused to the modification as a result of any such required access.

7. Any amounts owing to the Corporation by the owner as a result of these terms and conditions shall be added to the owner's common expenses and shall be collectible against the owner, together with all reasonable costs, charges and expenses incurred by the Corporation in connection with the collection or attempted collections of the amount, in the same manner as common expenses, including by way of Condominium lien in accordance with the *Condominium Act*.
8. In addition to any other rights and remedies available to the Corporation hereunder or otherwise, in the event that the owner contravenes any of the within terms and conditions, the Corporation shall be entitled, upon ten days written notice to the owner, to remove the modification and to restore the common elements to their previous condition. All costs and expenses associated with such removal and restoration shall be the responsibility of the owner and shall be payable by the owner to the Corporation, and collectible in accordance with Article IV(7) hereof.
9. The modification shall be carried out at the sole risk and expense of the owner.
10. Any notice required hereunder may be delivered as set out in the by-laws of the corporation.
11. All of these terms and conditions shall be binding upon the successors, assigns and transferees of the owner.
12. Except where otherwise indicated, all of these terms and conditions shall similarly apply to any modification(s) carried out prior to the enactment of this by-law.

NOTES:

- Any other modifications to the common elements not listed herein may require separate approval by a vote of the unit owners in accordance with the Act, and the Declaration.
- The Corporation may carry out changes to the common elements provided it complies with the requirements in the Act.

ARTICLE V  
ACKNOWLEDGEMENT

Any owner wishing to carry out a Modification after May 5, 2001 shall sign an Acknowledgement in the form attached as Schedule "1". The Acknowledgement shall be held by the Corporation in the owner's unit file and the Corporation shall attach a copy of the Acknowledgement to any status certificate issued regarding the unit.

ARTICLE VI  
PREVIOUS BY-LAWS

Where any provision in this by-law is inconsistent with the provisions of any previous by-law or Rule, the provisions of this by-law shall prevail and the previous by-law or Rule shall be deemed to be amended accordingly.

ARTICLE VII  
MISCELLANEOUS

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

2. 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 26<sup>th</sup> day of Nov, 2002.

CARLETON CONDOMINIUM CORPORATION NO. 503

  
Name: JINA LITCAY  
Title: PRESIDENT

I have authority to bind the Corporation.

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This document was prepared by Nelligan O'Brien Payne LLP for CCC #503 based on a thorough review of all relevant documentation and the specific circumstances of this condominium. This document may not be appropriate for another condominium.

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

SCHEDULE "1"

Acknowledgement Respecting Modification to Common Elements

TO:

CARLETON CONDOMINIUM CORPORATION NO. 503

("the Corporation")

FROM:

\_\_\_\_\_ (please print name(s))

("the Owner")

WHEREAS:

1. The Owner is the registered owner of Unit \_\_\_\_\_, Level 1, Carleton Condominium Plan No. 503.
2. Please choose one of the following [delete all that do not apply]:
  - (a) The Owner is not a spouse.
  - (b) The Owners are spouses of one another.
  - (c) The Owner is a spouse. The person consenting below is the Owner's spouse.
3. The Owner wishes to carry out the following modification to the common elements:

\_\_\_\_\_ (please print)

("the Modification")

4. The Modification is item number(s) \_\_\_\_\_ in Article III of By-Law No. 5 of the Corporation.
5. (If appropriate, add:) Additional detail respecting the modification is contained in the drawings and/or specifications attached as Appendix "1".

NOW THEREFORE:

The Owner acknowledges that the Owner is bound by all of the terms and conditions listed in Article IV of the Corporation's By-Law No. 5 and that the said terms and conditions constitute an agreement between the Corporation and the Owner as stated in that By-law. The Owner also agrees to comply with all other By-Laws and Rules of the Corporation that apply to the Modification.

DATE: \_\_\_\_\_

CARLETON CONDOMINIUM CORPORATION NO. 503

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

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

I/We have authority to bind the Corporation

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Spouse (where required)



Schedule "A"

CARLETON CONDOMINIUM CORPORATION NO. 503

BY-LAW NO. 6

BE IT ENACTED as By-Law No. 6 (being a by-law respecting Directors' and Officers' Liability Insurance) of CARLETON CONDOMINIUM CORPORATION NO. 503 (referred to as the "Corporation") as follows:

ARTICLE I  
DEFINITIONS

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

ARTICLE II  
DIRECTORS' AND OFFICERS' LIABILITY INSURANCE

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

- (a) The policy shall provide for coverage on a full claims-made basis, (covering any claims made during the term of the policy arising out of any "wrongful act" since the registration of the Corporation on August 31, 1990). The policy shall therefore provide insurance protection for the actions of all past and present Directors and Officers of the Corporation;
- (b) The policy shall provide coverage on identical terms to all past and present Directors and Officers of the Corporation and they all shall be insureds under the policy. Without limiting the generality of the foregoing, the policy shall contain no exclusions which apply only to certain past or present Directors and Officers of the Corporation, and therefore not to all past or present Directors of the Corporation;
- (c) The Corporation shall be an insured under the policy, and the coverage shall extend to any claims under the policy for which the Corporation may be required to afford indemnity under the provisions of the Act and/or the Corporation's by-laws;
- (d) The policy shall not specifically exclude coverage for claims asserted by the Corporation;
- (e) A copy of this by-law shall be provided to the Directors' and Officers' Liability Insurer and shall be attached to any application for Directors' and Officers' Liability Insurance;
- (f) The Corporation's manager, if any, may be included as an additional insured under the policy.

ARTICLE III  
MISCELLANEOUS

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

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 26<sup>th</sup> day of Nov, 2002.

CARLETON CONDOMINIUM CORPORATION NO. 503

  
Print Name: Dawn Ritchie  
Print Title: President

I have authority to bind the Corporation

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This document was prepared by Nelligan O'Brien Payne LLP for CCC #503 based on a thorough review of all relevant documentation and the specific circumstances of this condominium. This document may not be appropriate for another condominium.  
Please note: The form from which this document was prepared is regularly revised and updated.

Schedule "A"

CARLETON CONDOMINIUM CORPORATION NO. 503

BY-LAW NO. 7

WHEREAS Carleton Condominium Corporation No. 503 and a majority of its owners wish to establish an expeditious cost-effective procedure for achieving fair and equitable resolutions to certain disputes;

BE IT ENACTED as By-Law No. 7 (being a by-law respecting dispute resolution procedures) of Carleton Condominium Corporation No. 503 (hereinafter referred to as the "Corporation") as follows:

ARTICLE I  
DEFINITIONS

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

ARTICLE II  
APPLICATION OF THESE PROCEDURES

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

ARTICLE III  
MEDIATION PROCEDURES

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

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

4. **Mediation Deemed to Fail:** If the parties are unable to agree upon a mediator or otherwise fail to appoint a mediator, the mediation will be deemed to have failed sixty (60) days after the Notice of Dispute was delivered, or such earlier date as the parties may agree.
5. **Time and Place for Mediation:** The mediator shall schedule the date, time and location for a mediation conference after consulting with the parties. The mediation conference shall be scheduled for the earliest date which is reasonably suitable to all parties, but shall in any event be no later than thirty (30) days following the appointment of the mediator.
6. **Representation:** Unless the parties agree otherwise, any party may be represented at the mediation conference by a lawyer or agent, but any party so represented must give notice, including the name and address of the lawyer or agent, to the mediator and to the other parties at least five (5) days prior to the date of the mediation conference, or such shorter time as the mediator may determine. The mediation conference will be attended by the parties and/or representatives who have full authority to settle the dispute.
7. **Mediation Brief:** Prior to the mediation, each party or their representative will prepare a brief summary of the issues in the dispute setting out that party's position with respect to each issue. This summary must be delivered to the mediator and to the other parties at least five (5) days before the date of the mediation conference, or such shorter time as the mediator may determine.
8. **Required Disclosure:** Prior to the mediation, there will be complete and honest disclosure by each of the parties to the other and to the mediator of all relevant information and documents. This includes providing each other and the mediator with all information and documentation that would usually be available through the discovery process in a legal proceeding. If either party fails to make such disclosure, then any agreement reached in mediation may be set aside. Disclosure must be completed, not less than five (5) days prior to the date of the mediation, or such shorter time as the mediator may determine.
9. **Confidentiality:** The parties agree that all statements made and information exchanged during the course of the mediation are privileged as being settlement discussions. All such statements or information are made without prejudice to any party's legal position and without waiving any rights, and will be non-discoverable and inadmissible for any purpose in any legal proceeding except with the prior written consent of all parties and the mediator.
10. **Mediator's Report:** The mediator shall prepare a report which describes the results of the mediation. The report shall describe the resolution of any issues that have been resolved, and/or that no agreement has been reached on some or all issues as the case may be. At any time during the process, if the mediator determines that it is not possible to resolve the dispute by mediation, the mediator shall prepare a report reflecting this determination. The Mediator's Report shall be delivered to all parties, but to no other person unless otherwise required by law or court order.
11. **Costs of Mediation:** The Mediator's Report shall allocate the obligation to pay the costs of the mediation amongst the parties. Where the mediation fails, the allocation of the costs of the mediation shall be in the absolute discretion of the mediator. Any amount owing by an owner or tenant may be paid by the Corporation, and shall then be added to the common expenses for the unit and collectible as such, including by way of lien in accordance with the Act.

12. **Implementation of Settlement:** Any agreement or settlement between the parties, whether on matters of procedure or matters of substance, shall be recorded in written minutes and carried out with reasonable haste. The minutes shall be prepared immediately following the agreement or within such further time-frame as is acceptable to all parties.

#### ARTICLE IV ARBITRATION PROCEDURES

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

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

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

5. **Time and Place for Arbitration:** The arbitrator shall set the date, time and place for the arbitration hearing after consultation with the parties. The arbitration hearing shall be scheduled for the earliest date which is reasonably suitable to all parties.
6. **Arbitration Brief:** Each party shall deliver to the other parties and to the arbitrator no later than five (5) days prior to the date of the arbitration hearing, written statements setting out the issues in dispute, the party's position on each issue, and the relief sought.
7. **Required Disclosure:** The parties shall exchange all documents on which they will rely at the arbitration no later than seven (7) days prior to the arbitration hearing. Documents not produced within that time frame may only be used at the arbitration hearing with the leave of the arbitrator.
8. **Procedural Matters:** The parties agree that the arbitrator shall rule on all procedural matters arising before the arbitration hearing date. All such matters shall be submitted to the arbitrator in writing. The arbitrator shall provide a brief written award within three (3) days of the receipt of the parties' submissions. No hearing on these matters shall be permitted, unless specifically requested by the arbitrator.

9. **Rules of Evidence:** The arbitrator shall apply the laws of evidence as if the hearing were a trial in the Ontario Superior Court of Justice, subject to the following provisions:
  - a. The arbitrator shall accept oral or written evidence as the arbitrator in its discretion considers proper, whether admissible in a court of law or not.
  - b. The parties may rely on photocopies of originals.
  - c. No notice under the *Evidence Act* is required for business records.
  - d. Expert reports, if any, shall be delivered to the other party at least seven (7) days prior to the date of the arbitration hearing.
  - e. The parties shall be permitted to present oral evidence only if a signed will-say statement is delivered to all parties at least seven (7) days prior to the arbitration hearing date. The will-say statement must include the name and address of the witness as well as an outline of the evidence to be presented. If this requirement is not met, the oral evidence will only be permitted with the leave of the arbitrator.
10. **Offers to Settle:** Rule 49 of the Rules of Civil Procedure or its successor, applies to these proceedings subject to the following provision: An offer to be effective must be delivered to the other party or parties no later than seven (7) days before the date of the arbitration hearing.
11. **Costs of Arbitration:** The arbitrator shall allocate the obligation to pay the costs of the arbitration amongst the parties. The allocation shall be at the absolute discretion of the arbitrator; however, the arbitrator in making an award of costs shall consider the conduct of the parties including the efforts of the parties to proceed with haste, and any offers to settle. Any amounts held to be payable by an owner or a tenant may be paid by the Corporation and then shall be added to the common expenses for the unit and collectible as such, including by way of lien in accordance with the Act.
12. **Arbitral Award:** The arbitrator shall render a decision, together with written reasons, as soon as reasonably possible, and in any case, no later than thirty (30) days after the final submissions of the parties. The arbitrator shall deliver a copy of the decision and reasons to each of the parties to the dispute. The arbitrator's award may include an award of costs, payable by any party or parties to any other party or parties, incurred in relation to the arbitration and/or prior mediation.
13. **Appeal:** The arbitrator's award shall be binding, except that there is an appeal to the Ontario Superior Court of Justice from an arbitrator's award on a question of law or a question of mixed law and fact.

#### ARTICLE V COMMON EXPENSES

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

#### ARTICLE VI MISCELLANEOUS

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

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 26<sup>th</sup> day of Nov, 2002.

CARLETON CONDOMINIUM CORPORATION NO. 503

  
Print Name: JIM RITCHIE  
Print Title: PRESIDENT

I have authority to bind the Corporation

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This document was prepared by Nellign O'Brien Payne LLP for CCC #503 based on a thorough review of all relevant documentation and the specific circumstances of this condominium. This document may not be appropriate for another condominium.

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## What Should Owners Do With The Standard Unit Bylaw?

As you know, it is our opinion that the *Condominium Act, 1998* requires that all existing condominium corporations pass by-laws to define the "standard units" in the condominium. According to the Act, the by-law must be passed before the corporation's first insurance renewal after May 5, 2001.

The standard unit by-law gives a description of the unit as unimproved. It is the responsibility of the condominium corporation to obtain insurance covering the unimproved or "standard" unit (subject to a reasonable deductible). Insurance for any improvement to the unit is the responsibility of the owner.

An improvement is any feature, which is not part of the standard unit description.

Therefore, when the standard unit by-law is passed, each owner should take a copy of the by-law to the owner's insurance broker. The owner should also give the broker a list of all features of the unit, which are not included in the standard unit description. Those are the unit improvements. The broker should then be asked to make sure that the owner's insurance policy provides adequate coverage for those improvements.

At present, most unit insurance policies provide an arbitrary amount of coverage for unit improvements - usually set at a percentage of the coverage for the owner's personal property or "contents". With a precise list of the unit improvements in hand, many owners and brokers may find that they can actually reduce the coverage for improvements. [They may find that they have actually been over-insured up until this time.] On the other hand, in some cases the insurance coverage may have to be increased.

At the end of the day, the standard unit description should enable owners and their brokers to more carefully assess the insurance requirements of the owner.



Schedule "A"

CARLETON CONDOMINIUM CORPORATION NO. 503

BY-LAW NO. 8

BE IT ENACTED as By-Law No. 8 (being a by-law to define standard units) of Carleton Condominium Corporation No. 503 (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) Where the materials or specifications set out in this by-law are uncertain or incomplete, the standard unit specifications and materials shall be consistent with "Builder's Standard" construction. In the case of any dispute as to what constitutes "Builder's Standard" a comparison shall be had to the quality of the particular feature being offered by builders of comparable construction at the time of the damage.
- (3) The standard unit does not include features which are part of the common elements. The Corporation's declaration determines which features are part of the common elements and which features are part of the units. To the extent that the attached schedules include features which are part of the common elements, they are included for reference and information purposes. They are not intended to be part of the standard unit.
- (4) Except as otherwise indicated in this by-law, the standard unit(s) shall include all features of the units mentioned in the declaration or shown in the description of the condominium. In the case of any inconsistency between the declaration or description and the schedules to this By-Law, the schedules to this By-Law shall prevail.
- (5) All materials and construction shall conform to the current Ontario Building Code, Ontario Fire Code, Ontario Electrical Safety Code, current Municipal regulations and by-laws, and all applicable bulletins in force. Where conflicting requirements exist, the most stringent shall apply. If any component of the standard unit must be upgraded or changed in order to comply with any applicable governmental regulation or code or other law applicable to the repair of insured damage or destruction, the said upgrade or change shall be considered part of the standard unit despite not being clearly defined herein as being part of the standard unit. In general, all features of each standard unit shall be deemed to be up-graded to the current standard in the construction industry from time to time.
- (6) Where the schedules to this By-Law refer to specific brands of equipment or materials, this shall be deemed to include equivalent brands.

- (7) In this condominium, there are three (3) different classes of standard units. Each class is based upon a different model of unit in this condominium. The standard unit for each class or model is defined and described further in plans and specifications contained in the schedule(s) indicated for the particular class. The classes and schedule(s) are as follows:

Class Number	Class Description	Units	Schedule(s)
1	Parkview	Units 3, 4, 9, 10, 14, 15, 16, 17, 38, 39, 40, 44, 45, 46, 51, 52, 56, 57, 58, 59, 73, 74 and 75, Level 1	1 and 2
2	Meadowglade	Units 1, 2, 5, 6, 7, 8, 11, 12, 13, 18, 19, 20, 21, 22, 23, 24, 37, 41, 42, 43, 47, 48, 49, 50, 53, 54, 55, 60, 61, 62, 63, 64, 71, 72, 76, 77, 85, 86, 87 and 88, Level 1	1 and 3
3	Westwind	Units 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 65, 66, 67, 68, 69, 70, 78, 79, 80, 81, 82, 83, 84, 89, 90, 91, 92, 93, 94 and 95, Level 1	1 and 4

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.
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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 26<sup>th</sup> day of Nov, 2002.

CARLETON CONDOMINIUM CORPORATION NO. 503

  
Print Name: JIM RITCHIE  
Print Title: PRESIDENT

I have authority to bind the Corporation

Version 6 - August 2002

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This document was prepared by Melligan O'Brien Payne LLP for CCC #503 based on a thorough review of all relevant documentation and the specific circumstances of this condominium. This document may not be appropriate for another condominium.

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

Schedule "J"  
Carleton Condominium Corporation No. 503  
Specifications

Specifications applicable to all Units. All items are of standard builder's quality, unless otherwise stated.

General

Walls:	drywall, primed and painted with two coats of standard quality paint
Floors:	wall-to-wall 24 oz. nylon broadloom carpeting with 1/4" underpad except in kitchen, entrance, bathrooms and powder room which have resilient vinyl cushion flooring
Ceilings:	stipple ceilings throughout except bathrooms, powder room and kitchen area
Baseboards:	colonial baseboards and window casings
Interior doors:	"classique" style interior doors with round polished brass hardware (excluding closets)
Closets:	wire shelving in all closets, sliding or classique doors
Fireplaces:	log-burning heat circulating fireplace with ceramic tile flush hearth and painted pine mantel, standard fire box, Class 2 has corner fireplace. Any part of the flue that falls within the unit boundary is deemed to be part of the standard unit.

Entrance

- vinyl floor in main entrance
- coat closet with one interior shelf and hanging rod in entrance
- one standard overhead light fixture

Hallways and Stairs

- pre-finished oak spindles and handrails including basement stairs
- standard light fixture at head and foot of stairwells
- classique door with four wire/ wood shelves

Kitchen

- European style oak cupboards
- oak microwave shelf with electrical outlet
- range hood fan vented to the exterior with standard light
- rough-in for dishwasher
- ceramic backsplash on entire counter area (including behind fridge and stove)
- post-formed formica countertop
- double stainless steel sink with vegetable spray and single lever control faucet
- Class 1 - pantry with sliding doors, 4 wood shelves
- three standard overhead light fixtures in Class 1 and 3, two standard overhead light fixtures in Class 2
- laundry closet in Class 3 with recessed pre-finished washer connection box and ventilation to exterior with standard light fixture

Powder Room

- pedestal sink with single lever control faucet
- recessed oak medicine cabinet and rounded mirror
- standard toilet and sink
- vented to exterior
- make-up bar lighting

Schedule "1" (Continued)  
Carleton Condominium Corporation No. 503  
Specifications

Living Room

- Class 2- oak railing with balustrades at "Open to below"

Dining Room

- ceiling light receptacle capped

Master Bedroom

- ensuite bath
- wire shelving in closets
- Class 1 - closet with four wood casing interior wire shelves and one hanging rod on one side and two hanging rods on the other side, shelf above all rods
- Classes 2 and 3 - Walk in closet with two interior shelves and two hanging rods
- one standard globe light fixture in closets

Bathrooms

- In Class 2 and 3: 5 Foot rectangular bathtub in main bathrooms and ensuite baths
- In Class 3 - shower curtain rod in main bathrooms and ensuite baths
- shower stall in ensuite bath with ceramic tiles, including ceiling, with pot light
- Class 2 and 3: ceramic tiles are three feet above the tub
- Ceramic tile in math bathroom to ceiling
- standard toilet
- single lever control faucets
- make-up bar lighting in all bathrooms
- recessed oak medicine cabinet and a rounded mirror flush with counter top in main bathroom
- European style vanities with 2" x 6" ceramic tile cap, oak doors

Bedrooms

- standard ceiling light fixture
- closet with one interior shelf and hanging rod

Utility/Laundry Room (Classes 1 & 2)

- laundry tub with hot and cold water faucets
- ventilation to the exterior
- one standard light fixture

Basement

- finished recreation room in basement to include drywall and standard carpet with underpad
- standard light fixture in storage room
- remaining rooms in basement unfinished
- painted poured concrete floor in unfinished basement areas
- suspended ceiling with three pot lights

Garage

- drywall (including ceiling)
- standard light fixture
- electrical outlets

Schedule "1" (Continued)  
Carleton Condominium Corporation No. 503  
Specifications

Electrical and Mechanical Systems

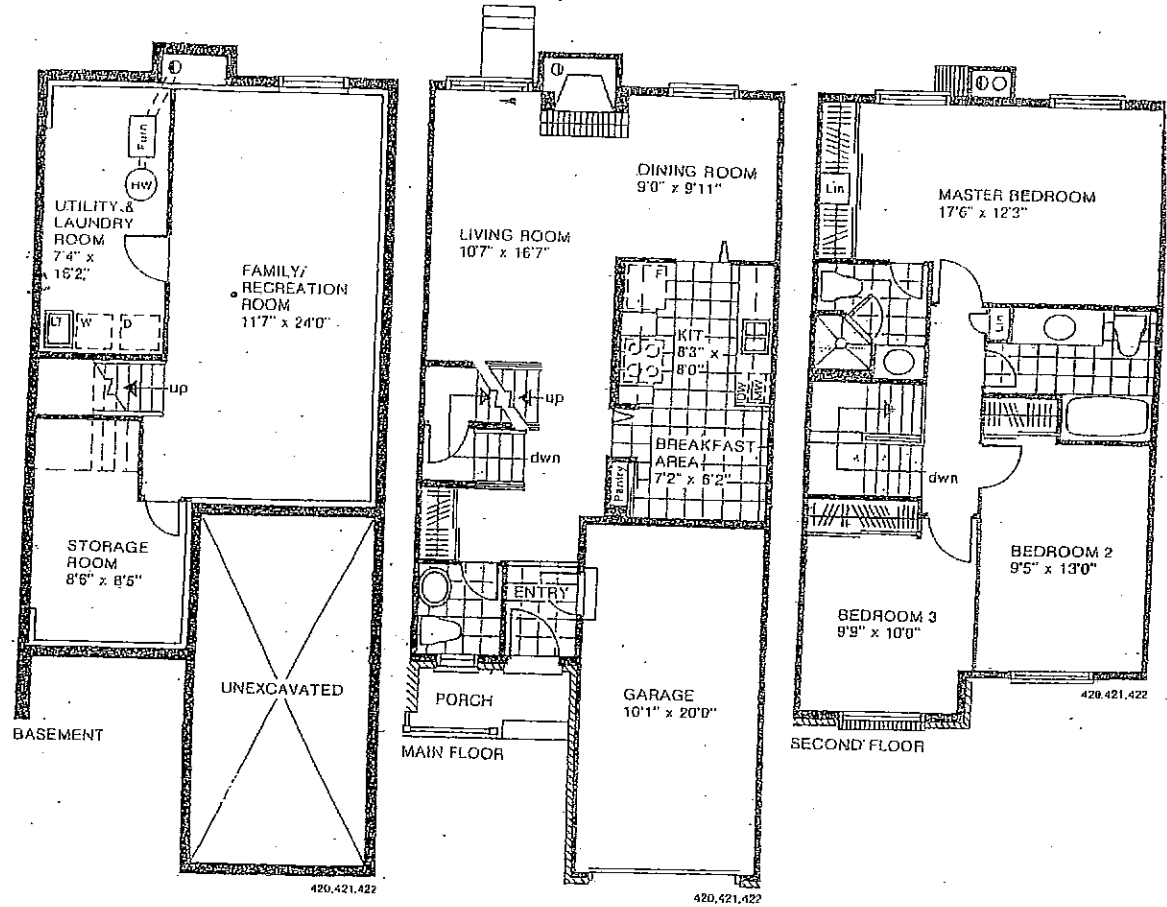
- rough-in for future central vacuum system
- forced air gas heating system with variable speed fan
- heating ducts sized for future air-conditioning
- 100 amp electrical breaker panel
- copper wiring
- dryer exhaust vented to the exterior
- all bathrooms vented to the exterior
- pre-wired telephone outlet at each finished level
- dining room light receptacle capped
- one pre-wired cable outlet per floor
- polybutylene water plumbing system

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:

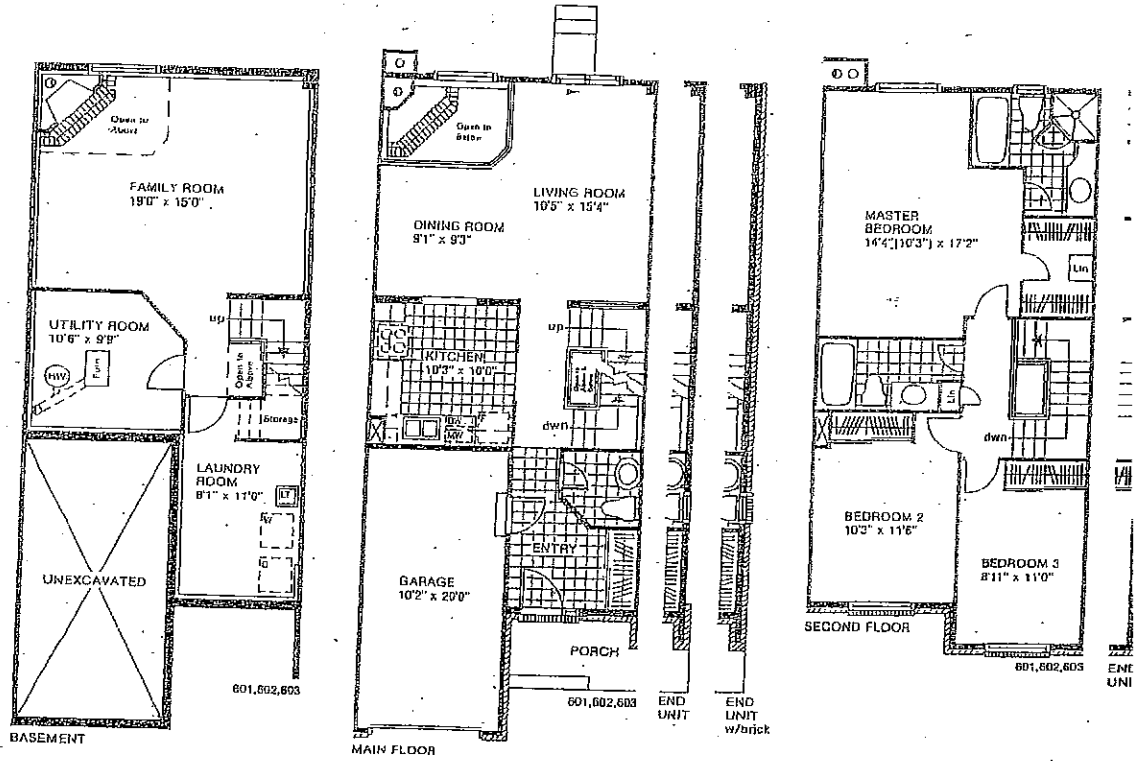
light switch and cover plates  
electrical outlets and cover plates  
plumbing  
drains  
insulation  
ducting, venting and associated fans  
door hardware- brass plated lock/ passage sets, brass brickplate on front door  
smoke detectors  
vapour barrier  
electrical wiring  
paint  
trim  
cabinet hardware (bathroom(s) and kitchen) - oak with brass pulls  
door bells - front and back

Schedule "2"  
Carleton Condominium Corporation No. 503  
Plan for Class 1 - Parkview



*Parkview*

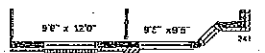
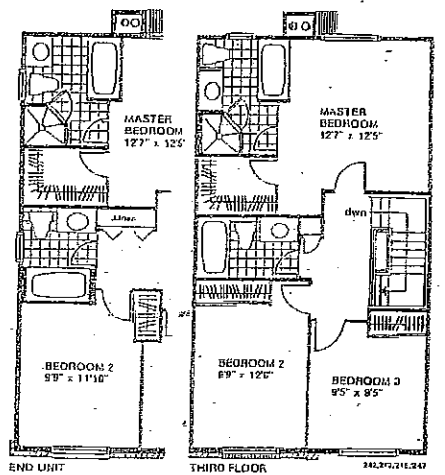
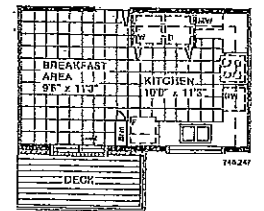
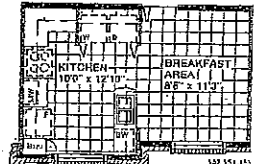
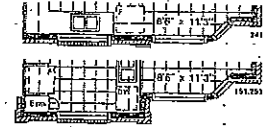
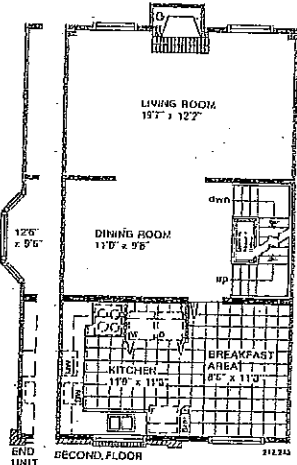
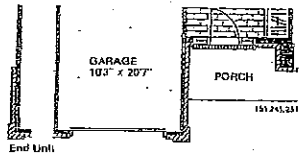
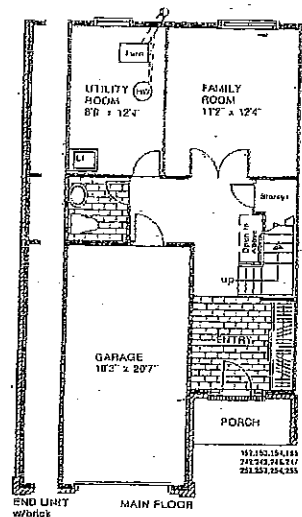
Schedule "3"  
Carleton Condominium Corporation No. 503  
Plan for Class 2 - Meadowglade



*Meadowglade*



Schedule "4"  
Carleton Condominium Corporation No. 503  
Plan for Class 3 - Westwind



*Westwind*