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CERTIFICATE OF RECEIPT
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OTTAWA-CARLETON (4)

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GAIL BOUNSALL
CERTIFICATION OFFICER

DECLARATION

Ottawa-Carleton Condominium Corporation No. 580

THE VIMY APARTMENTS LIMITED

OCCP No. 580

Lang Michener
Barristers and Solicitors
300 - 50 O'Connor Street
Ottawa, Ontario
K1P 6L2
(JWB)

DECLARATION

This Declaration (hereinafter called the "Declaration") is made and executed pursuant to the provisions of The Condominium Act, R.S.O. 1990 c. C.26, as amended, and the regulations made thereunder (all of which are herein referred to as the "Act"), by:

THE VIMY APARTMENTS LIMITED

(herein referred to as the "Declarant")

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

AND WHEREAS the Declarant has constructed a building upon the said lands containing twelve (12) residential units being Unit 1 on Level A, Units 1 and 2 on Level 1, Units 1, 2 and 3 on Level 2, Units 1, 2 and 3 on Level 3, and Units 1, 2 and 3 on Level 4.

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

NOW THEREFORE THE DECLARANT DECLARES AS FOLLOWS:

ARTICLE I

INTRODUCTORY

- 1.1 Definitions. All words used herein which are defined in the Act shall have ascribed to them the meanings set out in the Act, as amended from time to time.
- 1.2 Statement of Intention. The Declarant intends that the lands and interests appurtenant to the lands described in Schedule "A" be governed by the Act, and any amendments thereto.
- 1.3 Consent of Encumbrancers. The consent of every person having a registered mortgage against the land or interest appurtenant to the land described in Schedule "A" is contained in Schedule "B" attached hereto.
- 1.4 Boundaries of Units and Monuments. The monuments controlling the extent of the units are the physical surfaces mentioned in the boundaries of units in Schedule "C" attached hereto. Notwithstanding the boundaries of the Units, no Unit includes structural walls, wires, pipes, cables, conduits, ducts, flues, breaker boxes used for power or public utility lines within a unit which serve other Units as well as that of the Owner.
- 1.5 Common Interest and Common Expenses. Each owner shall have an undivided interest in the common elements as a tenant in common with all other owners and shall contribute to the common expenses in the proportions set forth opposite each unit number in Schedule "D" attached hereto. The total of the proportions of the common interests shall be one hundred percent (100%).
- 1.6 Address for Service and Mailing Address of the Corporation. The Corporation's address for service shall be: c/o R. Dixon Management Inc., 68 Robertson Road, Suite 102, Nepean, Ontario, K2H 8P5, or such other address as the Corporation may by resolution of the Board of Directors (herein referred to as the "Board") determine, and the mailing address of the Corporation shall be: c/o R. Dixon Management Inc., 68 Robertson Road, Suite 102, Nepean, Ontario, K2H 8P5.

ARTICLE II

COMMON EXPENSES

2.1 Specification of Common Expenses. The common expenses shall be the expenses of the performance of the objects and duties of the Corporation and any expenses specified as common expenses in the Act or in this Declaration, including without limitation as listed in Schedule "E" attached hereto.

2.2 Payment of Common Expenses. Each owner, including the Declarant, shall pay to the Corporation their 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 towards the common expenses may be regulated by the board pursuant to the by-laws of the Corporation

ARTICLE III

UNITS

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

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

- (a) All units shall be occupied only for the purpose of a single family residential dwelling and for no other purpose, provided that no condition shall be permitted by the owner to exist, and no activity shall be carried on in any unit, that is likely to damage the property or impair the structural integrity of the common elements and/or the other units or that will unreasonably interfere with the use or enjoyment, by other owners of the common elements and/or the other units;
- (b) No unit shall be occupied or used by anyone in such a manner as to result in the cancellation or threat of cancellation of any policy of insurance placed by or on behalf of the Corporation or the reduction in coverage thereunder and if a unit is occupied or used by anyone in such a manner as to result in an increase in premium costs of any policy of insurance placed by or on behalf of the Corporation, the owner of such unit shall reimburse the Corporation for such increase, and such increase in premium cost shall be added to the owner's contribution towards the common expenses;
- (c) The owner of each unit shall require all tenants, residents and visitors in their unit to comply with the Act, the Declaration, the by-laws and the rules;
- (d) No boundary wall, load-bearing partition wall, floor, door or window, toilet, bath tub, wash basin, sink, heating, plumbing or electrical installation contained in or forming part of a unit shall be installed, removed, extended or otherwise altered without the prior written consent of the Corporation; provided however, that the provisions of this subparagraph shall not require any owner to obtain the consent of the Corporation for the purpose of painting or decoration, including

the alteration of the surface of any wall, floor or ceiling which is within any unit;

- (e) No animal, livestock or fowl, other than a pet, shall be kept or allowed in any unit. No pet that is deemed by the Board or property manager, in its absolute discretion, to be a nuisance shall be kept by any owner in any unit. Such owner shall, within fourteen (14) days of receipt of a written notice from the Board or the Manager requesting the removal of such pet, permanently remove such pet from the property. No breeding of pets for sale shall be carried on, in or about any unit.

3.3 Right of Entry to the Unit. The Corporation or any insurer of the property or any part thereof, their respective agents, or any other person authorized by the Board, shall be entitled to enter any unit or any part of the common elements over which any owner has the exclusive use, at all reasonable times and upon giving reasonable notice, to perform the objects and duties of the Corporation, and, without limiting the generality of the foregoing, for the purpose of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy and remedying any condition which might result in damage to the property, and subject to the following provisions:

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

3.4 Requirements for Leasing. No owner shall lease their unit unless they deliver a copy of the lease, if written, to the Corporation and cause the tenant to deliver to the Corporation an agreement signed by the tenant, to the following effect:

"I, (name), covenant and agree that I, the members of my household and my guests from time to time, will, in using the unit rented by me and the common elements, comply with The Condominium Act, the Declaration and the by-laws and all rules of the Condominium Corporation, during the term of my tenancy and I further covenant and agree that I shall not sub-lease the unit without obtaining and depositing with the Board a similar agreement from such subtenant prior to allowing

possession of the unit to be surrendered to such subtenant. In the event, as tenant, I am notified in writing by the Corporation that the landlord/owner of the unit which I am occupying is in default of common expenses due to the Corporation by the landlord as owner, I shall deduct from the rent otherwise payable to the landlord/owner under my lease the amount of the arrears alleged by the Corporation to be owing by the owner and my payment thereof to the Corporation shall be conclusively deemed payment of rent under my lease."

3.5 Tenant Breach. Where a tenant residing in a unit is in breach of any of the provisions of this Declaration, the by-laws, or rules of the Corporation and such breach continues for a period of at least ten (10) days following written notification by the Board or the property manager to the tenant of such breach or if such breach recurs, then the Corporation, in addition to any other remedies it may have pursuant to the Act, the Declaration, the by-laws and the rules of the Corporation or any other remedies it may have at common law, shall have the right to do the following:

- (a) Notify the owner of such breach or recurring breach by their tenant and require the owner to take immediate steps to remedy such breach; and
- (b) If the owner fails, within seven (7) days after notification, to remedy such breach (and the opinion of the Board or the property manager shall be conclusive in this regard) the Corporation shall be and is hereby irrevocably authorized, constituted and appointed the true and lawful attorney of the unit owner for and in their name to do the following:
 - (i) give notice to the tenant to terminate the tenancy in accordance with the Landlord and Tenant Act of Ontario;
 - (ii) apply for an Order declaring the tenancy terminated in accordance with the said Landlord and Tenant Act;
 - (iii) do all manner of acts, assurances, deeds, covenants and things as shall be required and as the Corporation or its counsel may see fit for or all of the foregoing purposes.

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

3.6 Assignment and Use of Parking Space. Each owner shall have the right to use one parking space on the common elements and the location of such parking space assignments shall be made by the Board and may be changed from time to time in the Board's absolute discretion. In addition, the owner from time to time of Unit 1, Level 1, and the owner of Unit 2, Level 1, shall have the right to use one extra parking space on the common elements and the location of such extra parking space assignments shall be made by the Board and may be changed from time to time in the Board's absolute discretion. Except as provided for herein, each parking space shall be used and occupied only for the purpose of parking one non-commercial motor vehicle, and without restricting any wider definition the word "motor vehicle" as may be imposed by the Board, the term "motor vehicle" shall be deemed to include a private passenger automobile, station wagon, and motorcycle as customarily understood. Each owner shall keep such assigned parking space in a tidy condition.

3.7 Restriction on Leasing of Parking Spaces. No owner shall lease or otherwise licence or permit the use of the parking space assigned to their unit except

to the tenant of their unit during the term of such unit lease or to another owner of a unit of the Corporation, provided that such lease, licence or permit shall be subject to all rules that may be made by the Board from time to time in respect of the parking spaces and to the Board's right to change the assignment of parking spaces.

3.8 Water-Cooled Air Conditioners in Units. No owner shall cause or permit the installation of a water-cooled air conditioner in their unit, without the prior written consent of the Board which consent may be reasonably withheld and shall, if given, be conditional upon the installation of a separate water meter for such air conditioner to record the additional water consumption. The cost of installing such water meter shall be borne directly by such owner and the additional water consumption charges attributable to such air conditioner shall be charged to such owner in such periodic instalments as the Board may decide upon, which instalments shall be payable forthwith on written demand and if not so paid may be added to the the monthly contributions towards the common expenses of such owner, and shall be treated in all respects as common expenses, and be recoverable as such. The provisions herein shall apply equally to any owner whose unit already contains a water-cooled air conditioner at the time of registration of this Declaration.

3.9 Assignment and Use of Storage Locker. Each owner shall have the right to use one storage locker in the common elements (basement area) and such storage locker assignments shall be made by the Board and may be changed from time to time in the Board's absolute discretion. Except as provided for herein, each storage locker shall be used and occupied only for the purpose of storing of personal property which personal property shall not include any hazardous materials, dangerous goods, or contaminants that may adversely affect the health of persons or condition of the lands and premises. Each owner shall keep such storage locker in a tidy condition.

3.10 Restriction on Leasing of Storage Lockers. No owner shall lease or otherwise licence or permit the use of the storage locker assigned to their unit except to the tenant of their unit during the term of such unit lease or to another owner of a unit of the Corporation, provided that such lease, licence or permit shall be subject to all rules that may be made by the Board from time to time in respect of the storage lockers and to the Board's right to change the assignment of storage lockers.

ARTICLE IV

COMMON ELEMENTS

4.1 Use of Common Elements. Subject to the provisions of the Act, the Declaration, the by-laws and the rules, each owner may make reasonable use of, and has the right to enjoy the whole or any part of the common elements, subject to any conditions or restrictions set out in the Act, this Declaration, the by-laws or rules. However, no condition shall be permitted to exist, and no activity shall be carried on in the common elements, that is likely to damage the property or impair the structural integrity of the common elements and/or the units or that will unreasonably interfere with the use or enjoyment, by owners of the common elements and/or the units, or that results in the cancellation or threatened cancellation or extraordinary increase in the cost of premiums of any policy of insurance obtained by or on behalf of the Corporation;

4.2 Additions, Alterations and Improvements. For the purposes of subsection 1 of Section 38 of the Act, the Board shall decide whether any addition, alteration or improvement to, or renovation of, the common elements, or any change in the assets of the Corporation is substantial. No alteration, work, repairs, decoration, painting, maintenance, structure, fence, screen, hedge or erection of any kind whatsoever (the "work") shall be performed, done, erected or planted within or in relation to the common elements (including any part thereof over which any

owner has the exclusive use) except by the Corporation or with its prior written consent or as permitted by the by-laws or rules. The Corporation shall have access at all reasonable times to any part of the common elements over which any owner has the exclusive use in order to do the work.

4.3 Signs. No owner, may inscribe, paint or affix any sign, advertisement, or notice on any part of the outside of the buildings nor on any part of the common elements without the prior written consent of the Board or property manager.

4.4 Parking. No owner or their tenant, or member of either of their households shall cause or permit any motor vehicle to be parked upon the common elements other than in the parking space assigned to such owner.

4.5 Exclusive Use of Parts of Common Elements. Subject to the compliance with the Act, the Declaration, by-laws and the rules passed pursuant to the Act, certain owners shall have the exclusive use of those parts of the common elements as set out in Schedule "F" attached hereto.

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

4.7 Pets on Common Elements. No animal, livestock or fowl, other than a pet, shall be kept upon the common elements. When passing through the common elements, excluding those parts thereof of which any owner has exclusive use, all pets must be on a leash.

ARTICLE V

MAINTENANCE AND REPAIRS

5.1 For the purpose of the Declaration, by-laws, and rules of the Corporation:

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

5.2 By the Owner. Each owner shall at their own expense:

- (a) Maintain and keep clean their unit and all betterments and improvements thereto including without limitation the interior surfaces of doors which provide means of entry and exit from the unit and the interior surfaces of all windows and window frames in the unit; and

- (b) Repair after damage their unit and all betterments and improvements thereto, subject to the provisions of the Declaration and Section 42 of the Act.

5.3 By the Corporation. The Corporation shall at its own expense:

- (a) Maintain and keep clean the common elements, including the exterior of all doors which provide the means of ingress to and egress from a unit, and the exterior of all windows and frames, those portions of the common elements in respect of which certain owners have exclusive use (balcony areas), and the annual cleaning of the flues of all unit fireplaces; and

- (b) Repair after damage at its own expense, subject to the provisions of the Declaration and Section 42 of the Act, the common elements including those portions subject to exclusive use.

5.4 Each owner shall be responsible for damage to any other unit or to the common elements which is caused by the failure of the owner to so maintain or repair their unit. Each owner shall be responsible for the damage to their assigned parking space caused by leaking fluid from a motor vehicle and shall fully indemnify the Corporation for the costs of such repair.

5.5 The Corporation shall make any repairs that an owner is obliged 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 their unit by the corporation; and an owner shall reimburse forthwith the Corporation in full for the cost of such repairs, including any legal or collection costs incurred by the Corporation in order to collect the costs of such repairs, and all such sums of money shall bear interest at a rate per annum equal to four percent (4%) in excess of the prime rate of interest as charged from time to time by the Royal Bank of Canada at its main office in Ottawa on loans made in Canadian currency to its most credit worthy customers. The Corporation may collect all such sums of money in such instalments as the Board may decide upon, which instalments shall be added to the monthly contributions towards the common expenses of such owner, after receipt of a notice from the Corporation thereof. All such payments are deemed to be additional contributions towards the common expenses and recoverable as such.

5.6 Each owner shall be responsible to deliver their garbage to a designated area once a week for garbage collection by the City.

ARTICLE VI

EXPROPRIATION

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

6.2 Part of Common Elements Only Taken. If no units are affected by the expropriation and the expropriation includes part of the common elements, the compensation shall be negotiated and finalized by the Corporation, whether or not

proceedings are necessary, and the compensation shall be distributed among the owners in proportion to their interest in the common elements.

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

6.4 Partial Expropriation Including Units. In the event of a partial expropriation which includes some units, each owner whose unit is expropriated shall deal with the expropriating authority with regard to compensation relating to their unit and interest in the common elements. The compensation for the damage suffered by the remaining owners shall be negotiated and finalized by the Corporation, whether or not proceedings are necessary and the compensation shall be distributed proportionately among the remaining owners. The Condominium Corporation shall notify all interested Mortgagees within ten days (10) after notice of expropriation is received. The cost of restoring the balance of the project so that it may be used shall be determined by the Corporation, and the Corporation shall negotiate with the expropriating authority with regard to compensation for this expenditure, and shall, unless the government of the property by the Act is terminated in thirty (30) days of the receipt of such compensation in trust, reconstruct, using the funds received from such reconstruction.

ARTICLE VII

OBLIGATIONS IN EVENT OF SALE OR MORTGAGING

7.1 Each owner shall, in the event he conveys or mortgages their unit, notify the Corporation of the conveyance or mortgage within seven (7) days of the registration of the documents relating thereto. Owner as used in the within paragraph shall be deemed to include a Purchaser.

ARTICLE VIII

DAMAGE

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

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

ARTICLE IX

INSURANCE

9.1 By the Corporation. The Corporation shall obtain and maintain the following insurance:

(a) All risks insurance against damage by all risks as is generally available from commercial insurers in a standard "all risks" insurance policy, and insurance against such other perils or events as the Board may from time to time deem advisable, in respect of the owners' interests in the units and common elements, and in respect of the Corporation's and the owners' respective obligations to repair any damage to:

(i) the common elements;

(ii) personal property owned by the Corporation, but excluding furnishings, furniture and other personal property supplied or installed by the owners; and

(iii) the units, except for improvements and betterments made or acquired by an owner;

in an amount equal to the replacement cost of such real or personal property, and of the units and common elements, without deduction for depreciation. This insurance may be subject to a loss deductible clause which may vary as to amount in respect of the various perils insured against.

(b) Public liability and property damage insurance, and insurance against the Corporation's liability resulting from breach of duty as occupier of the common elements or arising from the ownership, use or operation, by or on its behalf, of boilers, machinery, pressure vessels, and motor vehicles, to the extent required as the Board may from time to time deem advisable, with limits to be determined by the Board, but not less than \$1,000,000.00;

9.2 General Provisions Regarding Policies of Insurance. The foregoing policy or policies of insurance will insure the interest of the Corporation and the owners from time to time, as their respective interests may appear, with all mortgagee endorsements being subject to the provisions of this Declaration and any insurance trust agreement, and shall contain the following provisions:

(a) all proceeds arising from any loss shall be payable to the Insurance Trustee (as hereinafter defined), if any, save and except that when the amount receivable from the insurer for any loss arising out of any one occurrence does not exceed Ten Thousand Dollars (\$10,000.00) or where there is no Insurance Trustee, the proceeds of such loss shall be payable to the Corporation;

(b) waivers of subrogation against the Corporation, its property managers, agents, employees and servants, and against the owners, and any resident, tenant, invitee, or licensee of a unit, except for damage arising out of arson or fraud caused by any one of the above;

(c) such policy or policies of insurance shall not be cancelled or substantially modified without at least sixty (60) days prior written notice sent by registered mail to all parties whose interests appear thereon, and to any Insurance Trustee, and to any first mortgagee who has a charge or mortgage registered against more than twenty-five (25%) per cent of the units and has notified the Corporation of their interest in same;

(d) waivers of any defence based on co-insurance or on any invalidity arising from any act, omission, or breach of a statutory condition, by any insured;

- (e) provisions that the same shall be primary insurance in respect of any other insurance carried by the owner(s);
- (f) waivers of the insurer's obligation to repair, rebuild or replace the property in the event that after damage, the government of the property is terminated pursuant to the Act.

9.3 General Provisions Regarding the Condominium's Insurance. The following general provisions shall apply to the Corporation's insurance administration:

- (a) On or before every third anniversary of the renewal of any policy or policies of insurance obtained by the Corporation in accordance with the provisions of this declaration, and at such other times as the Board may deem advisable, and also upon the request of any first mortgagee or mortgagees having a charge or charges registered against fifty (50%) per cent or more of the units, the Board shall obtain an appraisal from an independent qualified appraiser of the full replacement cost of the common elements and assets of the Corporation, for the purpose of determining the amount of insurance to be effected, and the cost of such appraisal shall be a common expense. The foregoing shall not oblige the Declarant, in any way, to procure such an appraisal for the first policy or policies of insurance obtained by or on behalf of the Corporation.
- (b) Save as set forth herein to the contrary, the Corporation, the Board, its authorized agents and its officers shall have the exclusive right, on behalf of the Corporation 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 that the Board may, in writing, authorize any owner to adjust any loss to their unit.
- (c) Every mortgagee shall be deemed to have agreed to waive any right to have the proceeds of any insurance applied on account of the mortgage. This subsection (c) shall be read without prejudice to the right of any mortgagee to exercise the right of an owner to vote or to consent to matters at meetings of owners if the mortgage itself contains such a provision, or the right of any mortgagee to receive the proceeds of any insurance policy if the property is not repaired or replaced.
- (d) A certificate or memorandum of all insurance policies and endorsements thereto shall be issued as soon as possible to each owner, and to each mortgagee who is a named insured in the policy. Renewal certificates or certificates of new insurance policies shall be furnished directly to the Corporation, no later than ten (10) days before the expiry of any current insurance policy. The master policies for the insurance coverage shall be kept by the Corporation in its offices, available for inspection by any 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 for in this Declaration.
- (f) Where damage should occur to a unit, and such damage was not caused by the Corporation or any of its employees or agents, and by

reason of such damage, proceeds of insurance for the purpose of effecting repairs to such unit, are paid by an insurance company pursuant to a policy of insurance maintained by the Corporation, and a deductible is not paid or is withheld by such insurer, pursuant to the terms of such insurance policy, the unit owner shall be responsible for the amount of the deductible to effect such repairs.

9.4 Indemnity Insurance. The Corporation shall obtain and maintain insurance for the benefit of directors and officers of the Corporation, in order to indemnify them against any liability, cost, charge or expense incurred by them in the execution of their duties, provided that such insurance shall not indemnify them against any liability, cost, charge or expense incurred as a result of a contravention of Section 24(1) of the Act.

9.5 Insurance Maintained by the Individual Owners. 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 an owner to their unit, and on furnishings, fixtures, equipment, decorating and personal property and chattels of the owner contained within their unit, and their personal property and chattels stored elsewhere on the property, including their motor vehicle or motor vehicles, and for loss of use and occupancy of their unit in the event of damage. Such policy or policies of insurance shall contain waivers of subrogation against the Corporation, its property managers, agents, employees, and servants, and against the other owners and any residents, tenants, invitees or licensees of such other units, except for any damage arising from arson, fraud, vehicle impact, vandalism or malicious mischief caused or contributed by any of the above;
- (b) Public liability insurance covering any liability of any owner or any resident, tenant, invitee or licensee of their unit, to the extent not covered by any public liability and property damage insurance obtained and maintained by the Corporation;
- (c) Insurance covering additional living expenses incurred by an owner if forced to leave their unit by one of the hazards protected against under the owner's personal policy;
- (d) Insurance covering special assessments levied against an owner's unit by the Corporation, and contingent insurance coverage in the event that the Corporation's insurance is inadequate.

9.6 Indemnification by Owners. Each owner shall indemnify and save the Corporation harmless from any loss, costs, damage, injury or liability which the Corporation may suffer or incur resulting from or caused by any act or omission of such owner, or any resident, tenant, invitee or licensee of their unit, to the common elements or to any unit, except for any loss, costs, damage, injury or liability insured against by the Corporation and for which proceeds of insurance sufficient to cover any such loss, costs, damage, injury or liability are paid to or for the benefit of the Corporation. All payments to be made by any owner pursuant to this section are deemed to be additional contributions toward the common expenses payable by such owner, and are recoverable as such.

9.7 Insurance Trust Agreement. The Corporation may enter into, and maintain, an agreement with a trust company, registered under The Loan and Trust Corporations Act, or a chartered bank or other person or firm qualified to act as an

insurance trustee (herein referred to as the "Insurance Trustee"). Such agreement (herein referred to as the "Insurance Trust Agreement") shall provide that the Insurance Trustee shall hold all insurance proceeds in trust and disburse the proceeds in satisfaction of the Corporation's and owners' respective obligations to repair, in accordance with the provisions of the Act and this Declaration. The Corporation shall pay the fees and disbursements of any Insurance Trustee and any fees and disbursements shall constitute common expenses. Notwithstanding the foregoing, where insurance proceeds payable on any one loss or occurrence are less than Ten Thousand Dollars (\$10,000.00), such proceeds shall be paid directly to the Corporation pursuant to the direction of the Insurance Trustee, if any, as set forth in the Insurance Trust Agreement, and shall be held in trust and disbursed by the Corporation as if it were acting as the Insurance Trustee.

ARTICLE X

FIRST MEETING

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

ARTICLE XI

MISCELLANEOUS

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

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

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

11.4 Notice. Except as provided in the Act or as hereinbefore set forth, any notice, direction or other instrument required or desired to be given shall be given as follows:

- (a) To an owner, by giving same to that individual, or if a corporation then to any director or officer of the owner, either personally or by ordinary mail postage prepaid, addressed to the owner at the address for service given by such owner to the Corporation for its record, or if no such address has been given to the Corporation, then to such owner at their respective unit;
- (b) To a mortgagee, who has notified the Corporation of its interest in any unit, by giving same to such mortgagee or to any director or officer of such mortgagee either personally or by ordinary mail, postage prepaid, addressed to such mortgagee at the address for service given by such mortgagee to the Corporation;
- (c) To the Corporation, by giving same to any director or officer of the Corporation, either personally or by ordinary mail, postage prepaid, addressed to the Corporation at its address for service;

If any notice is mailed as aforesaid, the same shall be deemed to have been received and to be effective on the third (3rd) business day following the day on which it was mailed. In the event of an impending threatened or actual postal strike, all notices shall be given by personal service only.

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

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

11.7 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.

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

DATED at Ottawa this 2nd day of April, 1996.

THE VIMY APARTMENTS LIMITED

Per: 

R. Dixon,
Authorized Signing Officer

I have authority to bind the Corporation

SCHEDULE "A"

In the City of Ottawa, Regional Municipality of Ottawa-Carleton, being composed of Lot 48 and Part of Lot 47, North Side of Wilbrod Street, Registered Plan 6, designated as Parts 1 and 2 on Plan 4R-11250.

Being all of Parcel 47-1 in the Register for Section 6.

LANG MICHENER

Per: 

Jeffrey W. Beedell
Solicitors for The Viny Apartments Limited

SCHEDULE "B"

Consent of Chargee

MONTREAL TRUST COMPANY OF CANADA, having a registered charge, within the meaning of section 3(1)(b) of the Condominium Act, registered as Numbers N390131, N390132, N390135, N390136, N390137, N390138, N390147 and N390148, in the Land Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4), hereby consents to the registration of this Declaration pursuant to the Condominium Act against the land or interests appurtenant to the land described in the Description. The name of WELLINGTON TRUST COMPANY was changed to MONTREAL TRUST COMPANY OF CANADA as set out in a Ministerial Order, a copy of which is attached to the Instrument registered as Number 754675 on the 17th day of January, 1992, in the Land Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4.)

Dated this 1st day of September, 1995.

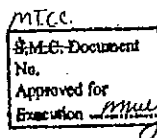
MONTREAL TRUST COMPANY OF
CANADA

Per:



Name: William Rodger Marsh
Title: Assistant Vice President

c/s



Name: Sara Bancroft Henderson
Title: Assistant Secretary

I/We have authority to bind the
Corporation.

SCHEDULE "B"

Consent of Chargee

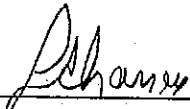
SAVINGS & INVESTMENT TRUST, having a registered charge, within the meaning of section 3(1)(b) of the Condominium Act, registered as Number N661428, in the Land Registry Office for the Land Titles Division of Ottawa-Carleton (No. 4), hereby consents to the registration of this Declaration pursuant to the Condominium Act against the land or interests appurtenant to the land described in the Description.

Dated this 11 day of

July, 1995.

SAVINGS & INVESTMENT TRUST

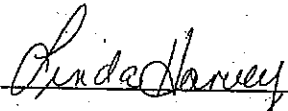
Per:



Name: LUC GHARRON

Title: Manager

c/s



Name: LINDA HARVEY

Title: Financial Advisor

I/We have authority to bind the
Corporatoin.

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 Unit 1, Level A are:
 - a. The lower limit shall be the upper unfinished surface of the concrete floor slab;
 - b. The upper limit shall be the upper surface of the drywall or plaster;
 - c. In the vicinity of the fireplace, the backside surface of the steel fireplace insert and the lower surface of the damper in a closed position and its horizontal projection.
2. The Horizontal Boundaries of Units 1 and 2, Level 1 and Units 1 to 3 inclusive, Level 2 and Units 1 to 3 inclusive, Level 3 and Units 1 and 3, Level 4 are:
 - a. The lower limit shall be the upper unfinished surface of the wooden floor;
 - b. The upper limit shall be the upper surface of the drywall or plaster;
 - c. In the vicinity of the fireplaces, the backside surface of the steel fireplace insert and the lower surface of the damper in a closed position and its horizontal projection.
3. The Horizontal Boundaries of Unit 2, Level 4 are:
 - a. The lower limit shall be the upper unfinished surface of the wooden or concrete floor;
 - b. The upper limit shall be:
 - i) the upper surface of the drywall or plaster;
 - ii) in the vicinity of the skylight, the inner or Unit side of the glass and the unfinished interior surface of the skylight;

SCHEDULE "C"

BOUNDARIES OF UNITS AND MONUMENTS

Page 2

- c. In the vicinity of the fireplace, the backside surface of the steel fireplace insert and the lower surface of the damper in a closed position and its horizontal projection.
4. The Vertical Boundaries of Unit 1, Level A and Units 1 and 2, Level 1 and Units 1 to 3 inclusive, Level 2 and Units 1 to 3 inclusive, Level 3 and Units 1 to 3 inclusive, Level 4 are:
- a. The backside surface of the drywall or plaster on the interior and exterior walls of the Unit;
 - b. In the vicinity of the windows and doors leading out of the Unit, the unfinished interior surfaces of such windows and doors in a closed position, the inner or Unit side surface of the glass contained therein, and the unfinished interior surface of the window and door frames;
 - c. In the vicinity of the fireplaces, the backside surface of the steel fireplace insert.

The air conditioners lying within the Unit Boundaries described above shall form part of the Unit.

5. NOTWITHSTANDING Paragraphs 1, 2, 3, and 4, no Unit shall include:
- a. Any concrete slab floors, load bearing columns, load bearing beams or structural members contained within the unit;
 - b. Any insulation and vapour barriers;

SCHEDULE "C"

BOUNDARIES OF UNITS AND MONUMENTS

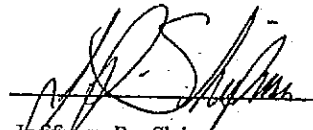
Page 3

- c. Such pipes, wires, cables, flues, ducts 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, ducts, meters, conduits and pocket doors appurtenant only to each particular Unit and only to the extent that they lie within the Boundaries 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 Sheets 1, 2, 3, 4 and 5 of Part 1 of the Description.

DATED AT the Township of Rideau, this *23rd* day of *JUNE* 1995.

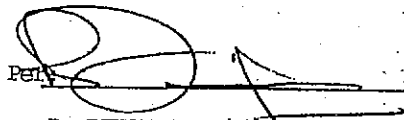

Jeffrey P. Shipman,
Ontario Land Surveyor.

SCHEDULE "D"

PERCENTAGE INTEREST IN COMMON ELEMENTS
 PERCENTAGE CONTRIBUTION TO COMMON EXPENSES

<u>UNIT</u>	<u>LEVEL</u>	<u>PERCENTAGE INTEREST AND COMMON EXPENSES</u>
1	A	9.1480
1	1	9.2446
2	1	11.8143
1	2	8.3473
2	2	6.7864
3	2	7.8100
1	3	8.2645
2	3	6.7864
3	3	7.8248
1	4	8.6319
2	4	7.2791
3	4	8.0627
		<u>100.0000 %</u>

THE VIMY APARTMENTS LIMITED



R. DIXON, ~~President~~
 Authorized Signing Officer
 I have the authority to bind
 the Corporation.

SCHEDULE "E"

COMMON EXPENSES

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

- (a) All expenses of the Corporation incurred by it in the performance of the objects and duties of the Corporation whether such objects or duties are imposed under the provisions of the Act or of this Declaration or performed pursuant to any by-laws or rules of the Corporation;
- (b) All sums of money levied or charged to the Corporation on account of any and all public and private suppliers or insurance coverage, taxes, utilities and services including, without limiting the generality of the foregoing, levies or charges for:
 - garbage collection;
 - insurance premiums;
 - water and sewer, unless separately metered for each unit;
 - electricity, unless separately metered for each unit;
 - fuel, including gas, oil, electricity and coal, unless separately metered for each unit;
 - maintenance materials, tools and supplies;
 - snow removal and landscaping;
 - realty taxes (including local improvement charges) levied against the entire property until such time as such realty taxes are levied against each unit;
- (c) Remuneration payable by the Corporation to any property manager or employees deemed necessary for the proper operation and maintenance of the property;
- (d) The cost of maintaining fidelity bonds as provided in the by-laws;
- (e) All sums of money paid or payable by the Corporation to or for the benefit of any and all persons, firms or corporations engaged or retained by the Corporation, the Board, its duly authorized agents, servants and employees for the purpose of performing any or all of the duties and objects of the Corporation, including without limitation legal, engineering, accounting, expert appraisal, advisory, maintenance, managerial and secretarial services.
- (f) The cost of furnishings and equipment for use in and about the common elements including the repair, maintenance, operation or replacement thereof;
- (g) All sums of money paid or payable by the Corporation pursuant to the provisions of Subsections (4) and (5) of Section 38 of the Act, as amended;
- (h) The cost of borrowing money for the purpose of carrying out the objects and duties of the Corporation;
- (i) The cost of insurance appraisals;
- (j) The fees of the Insurance Trustee;
- (k) All sums of money assessed by the Corporation for the reserve fund or funds, to be paid by all owners as part of their contribution to common expenses, for

major repair and replacement of the common elements and assets of the Corporation, in accordance with the Act and this Declaration;

- (l) All sums of money paid by the Corporation for any addition, alteration or improvement to or renovation of the common elements or assets of the Corporation;
- (m) All expenses incurred by the Corporation in enforcing any of the by-laws or rules of the Corporation, and effecting compliance therewith by all owners and their respective tenants, occupants or invitees (to the extent that such monies have not been actually recovered from offending owners by the Corporation).
- (n) All deductible amounts paid or payable by the Corporation pursuant to any insurance coverage required or permitted by the Act or this Declaration (to the extent that such amounts have not been actually paid by or recovered from responsible owners in accordance with this Declaration).

SCHEDULE "F"

EXCLUSIVE USE OF PARTS OF COMMON ELEMENTS

1. The owner of a unit shall have the exclusive use of the balcony, if any, adjoining their unit.

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

Schedule "A"

OTTAWA-CARLETON CONDOMINIUM CORPORATION NO. 580

BY-LAW NO. 4

BE IT ENACTED as By-Law No. 4 of OTTAWA-CARLETON CONDOMINIUM CORPORATION NO. 580 (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.

(8) Quorum Pursuant to Section 50(1) of the Act, a quorum for the transaction of regular business at a meeting of the owners is those owners who own $33 \frac{1}{3}$ per cent of the units of the Corporation.

**ARTICLE III
BOARD OF DIRECTORS**

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

(2) Qualifications:

- (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.

(3) Election and Term:

- (a) The Director's terms are staggered. At the 2002 Annual General Meeting, elections shall be held in order to result in a Board with Directors' terms expiring as follows:

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

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

- (a) 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.
- (b) 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).
- (c) The Directorship which expires in 2003 (see above) is hereby designated as the "owner-occupier elected Directorship" for the purposes of Section 51 of the Act.
- (d) When a Director's term expires, he or she shall retire, but shall be eligible for re-election.

(4) Calling of Meetings:

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

ARTICLE VII

NOTICE

- (1) Board Meetings: Notices of Board meetings shall be given in the manner set out in the Act.
- (2) Owner's Meetings: Notices of Owner's meetings shall be given in the manner set out in the Act.

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

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

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

- (1) Duties of the Board: The Board shall from time to time, and at least annually, prepare a budget for the property and determine by estimate the amount of common expenses for the next ensuing fiscal year, or remainder of the current fiscal year, as the case may be. The Board shall allocate and assess such common expenses as set out in the budget for such period among the owners, according to the proportions in which they are required to contribute to the common expenses as set forth in the Declaration. The Board shall advise all owners promptly in writing of the amount of common expenses payable by each of them respectively determined as aforesaid, and shall deliver copies of each budget on which common expenses are based to all owners entered in the record kept pursuant to the Act.
- (2) Duties of the Owners: Each owner shall be obligated to pay to the Corporation, or as it may direct, the amount of such assessment as follows:
 - (a) The owner's monthly common expenses shall be paid in advance on the first day of each and every month next following delivery of such assessment until such time as a new assessment shall have been delivered to such owner.
 - (b) Prior to the commencement of each fiscal year of the Corporation, each owner shall furnish to the Corporation a set of twelve post-dated cheques, or shall arrange for pre-authorized payments, on a system run by the Corporation, if the Corporation offers this service, covering the standard monthly payments due by the owner during the fiscal year on account of common expenses, or in order to facilitate collection shall pay the monthly payments in such other manner as may be directed by the Corporation.
- (3) Special Assessments: The Board may make special assessments when the Board does not have sufficient funds to meet expenditures which have been incurred or which it is anticipated will be incurred. Notice of any such special assessment shall include a written statement setting out the reasons for the assessment and the assessment shall be

payable by each owner within ten (10) days after the owner has been given notice of the assessment or within such further period of time and in such instalments as the Board may determine.

(4) Default:

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

**ARTICLE IX
POWERS OF THE CORPORATION**

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

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

- (7) to obtain and maintain fidelity bonds, where obtainable, for Directors, Officers, any manager and any employees of the Corporation handling or responsible for the Corporation's moneys or securities. The premiums on any such bonds shall be paid by the Corporation.

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

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

**ARTICLE XI
INDEMNIFICATION BY OWNERS**

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

**ARTICLE XII
UNIT INSPECTIONS**

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

- (1) Keys: In order to facilitate the Corporation's rights to access the units, each owner shall provide to the Corporation a full set of keys for entry to the unit. The Corporation shall keep the keys in safe storage. Whenever an owner changes a lock, the owner shall provide to the Corporation a key for the new lock.
- (2) Entry: The Corporation may enter any unit, upon reasonable notice, in order to carry out the objects and duties of the Corporation. Note, however, that in the case of an emergency it may be reasonable for the Corporation to gain immediate access to a unit (i.e., without notice).
- (3) Regular Inspections: The Corporation also conducts "regular inspections" as follows:

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;
- (iii) Inspection of smoke detectors and door closers.

- (4) 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 are 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.

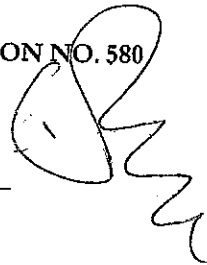
The foregoing by-law is hereby passed by the Directors and confirmed by the owners pursuant to the *Condominium Act* of Ontario.

8 OCT 2002

DATED this 13th day of November, 2002.

OTTAWA-CARLETON CONDOMINIUM CORPORATION NO. 580

MELKION BARILEY
Print Name: SECRETARY
Print Title:



I have authority to bind this Corporation.

Version 7 - May, 2002

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This document was prepared by Nelligan O'Brien Payne LLP for OCCC #580 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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Schedule "A"

OTTAWA-CARLETON CONDOMINIUM CORPORATION NO. 580

BY-LAW NO. 5

BE IT ENACTED as By-Law No. 5 (being a by-law respecting common element modifications) of OTTAWA-CARLETON CONDOMINIUM CORPORATION NO. 580 (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. Modifications to common elements (electrical wiring or other services) made in connection with the removal or relocation of partition walls within the unit boundaries. Also, any other changes to any pipes, wires, ducts, flues, etc. which are hidden (ie. within any walls, floors or ceilings).
2. Modifications to common elements (plumbing, electrical wiring or other services) made in connection with kitchen or bathroom renovations.
3. Modifications to common elements (plumbing, electrical wiring or other services) made in connection with installation of dishwashers or washing machines.
4. Modifications to common elements (electrical wiring or other services) made in connection with installation of dryers. (NOTE: Only Apartment-sized Dryers are permitted.)

5. Installing, removing or relocating of outlets or electrical fixtures.
6. Replacement of the electrical panel.
7. Installation of refrigerators if they include plumbing modifications (for ice or water dispenser).
8. Balcony flooring or coverings, including raised decks.
9. Installation of knockers and locks on entry doors.
10. Air conditioners in areas designated by the Board according to regulations set by the Board, from time to time.

(NOTE: Water-cooled Air Conditioners are not permitted.)

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.

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, the provisions of this by-law shall prevail and the previous by-law 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.

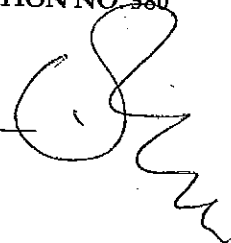
The foregoing by-law is hereby passed by the Directors and confirmed by the owners pursuant to the *Condominium Act, 1998* of Ontario.

DATED this 13th day of November, 2002.

3021 2002

OTTAWA-CARLETON CONDOMINIUM CORPORATION NO. 580

MARION BARCLAY
Name: _____
Title: SECRETARY



I have authority to bind the Corporation.

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This document was prepared by Nelligan O'Brien Payne LLP for OCCC #580 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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SCHEDULE "1"

Acknowledgement Respecting Modification to Common Elements

TO:

OTTAWA-CARLETON CONDOMINIUM CORPORATION NO. 580

("the Corporation")

FROM:

(please print name(s))

("the Owner")

WHEREAS:

1. The Owner is the registered owner of Unit _____, Level _____, Ottawa-Carleton Condominium Plan No. 580.
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)

(please print)

(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: _____

OTTAWA-CARLETON CONDOMINIUM CORPORATION NO. 580

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the Corporation

Witness

Owner

Witness

Owner

Witness

Spouse (where required)

Schedule "A"

OTTAWA-CARLETON CONDOMINIUM CORPORATION NO. 580

BY-LAW NO. 6

BE IT ENACTED as By-Law No. 6 (being a by-law respecting Directors' and Officers' Liability Insurance) of OTTAWA-CARLETON CONDOMINIUM CORPORATION NO. 580 (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 April 4, 1996). 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.

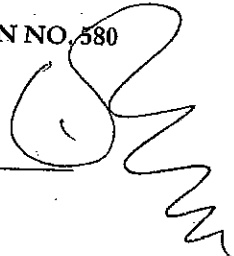
The foregoing by-law is hereby passed by the Directors and confirmed by the owners pursuant to the *Condominium Act, 1998* of Ontario.

 3 OCT 2002

DATED this 3rd day of November 2002.

OTTAWA-CARLETON CONDOMINIUM CORPORATION NO. 580

MARION BARCLAY
Print Name: SECRETARY
Print Title:



I have authority to bind the Corporation

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This document was prepared by Nelligan O'Brien Payne LLP for OCCG #580 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"

OTTAWA-CARLETON CONDOMINIUM CORPORATION NO. 580

BY-LAW NO. 7

BE IT ENACTED as By-Law No. 7 (being a by-law respecting insurance deductibles) of Ottawa-Carleton Condominium Corporation No. 580 (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.

3 OCT 2002

DATED this 30th day of November, 2002.

OTTAWA-CARLETON CONDOMINIUM CORPORATION NO. 580

MARION BATHURST
Print Name:
Print Title:

SECRETARY

I have authority to bind the Corporation

Version 5 - March, 2002

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This document was prepared by Nelligan O'Brien Payne LLP for OCCO No. 580 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"

OTTAWA-CARLETON CONDOMINIUM CORPORATION NO. 580

BY-LAW NO. 8

WHEREAS Ottawa-Carleton Condominium Corporation No. 580 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. 8 (being a by-law respecting dispute resolution procedures) of Ottawa-Carleton Condominium Corporation No. 580 (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.

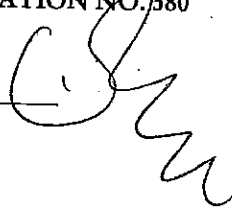
The foregoing by-law is hereby passed by the directors and confirmed by the owners pursuant to the *Condominium Act, 1998* of Ontario.

DATED this 15th day of Nov., 2002.

3 OCT 2002

OTTAWA-CARLETON CONDOMINIUM CORPORATION NO. 580

MARION BARCLAY
Print Name:
Print Title: SECRETARY



I have authority to bind the Corporation

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This document was prepared by Nelligan O'Brien Payne LLP for OCC #580 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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Schedule "A"

**OTTAWA-CARLETON CONDOMINIUM CORPORATION NO. 580
BY-LAW NO. 10**

BE IT ENACTED as By-law No.10 (being a By-law to define standard units) of Ottawa-Carleton Condominium Corporation No. 580 (hereinafter referred to as the "Corporation") as follows:

**ARTICLE I
DEFINITIONS**

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

**ARTICLE II
GENERAL**

- (1) The purpose of this By-law is to define the standard units in this condominium.
- (2) Where the materials or specifications set out in this By-law are uncertain or incomplete, the standard unit specifications and materials shall be consistent with "Builder's Standard" construction. In the case of any dispute as to what constitutes "Builder's Standard", a comparison shall be had to the quality of the particular feature being offered by builders of comparable construction at the time of the damage.
- (3) The standard unit does not include features which are part of the common elements. The Corporation's declaration determines which features are part of the common elements and which features are part of the units. To the extent that the attached schedules include features which are part of the common elements, they are included for reference and information purposes. They are not intended to be part of the standard unit.
- (4) Except as otherwise indicated in this By-law, the standard unit(s) shall include all features of the units mentioned in the declaration or shown in the description (including all registered architectural and structural drawings) of the condominium. In the case of any inconsistency between description and the schedules to this By-law, the schedules to this By-law shall prevail.
- (5) All replacement materials and re-construction shall conform to the current Ontario Building Code, Ontario Fire Code, Ontario Electrical Safety Code, current Municipal regulations and by-laws, and all applicable bulletins in force. If any component of the standard unit must be upgraded or changed in order to comply with any applicable governmental regulation or code or other law applicable to the repair of insured damage or destruction, the said upgrade or change shall be considered part of the standard unit despite not being clearly defined herein as being part of the standard unit.
- (6) Where the schedules to this By-law refer to specific brands of equipment or materials, this shall be deemed to include equivalent brands.
- (7) In this condominium, there are six (6) 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	Municipal Apartment No.	Legal Description	Schedule(s)
1	Two bedroom and two bathrooms with balcony	Apt. Nos. 5, 8 and 11	Unit 1, Levels 2, 3 and 4	1 and 2
2	Large two bedroom and two bathrooms with balcony	Apt. No. 3	Unit 1, Level 1	3 and 4
3	Two bedroom and two bathrooms with no balcony (east side)	Apt. Nos. 4, 7 and 10	Unit 3, Levels 2, 3 and 4	5 and 6
4	Two bedroom and one bathroom with no balcony (west side)	Apt. Nos. 6, 9 and 12	Unit 2, Levels 2, 3 and 4	7 and 8
5	Large two bedroom and two bathrooms on Level A	Apt. No. 1	Unit 1, Level A	9 and 10
6	Three bedrooms and two bathrooms	Apt. No. 2	Unit 2, Level 1	11 and 12

**ARTICLE III
MISCELLANEOUS**

- (1) Invalidity: The invalidity of any part of this By-law shall not impair or affect in any manner the validity and enforceability or effect of the balance thereof.
- (2) Waiver: No restriction, condition, obligation or provision contained in this By-law shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.
- (3) Headings: The headings in the body of this By-law form no part thereof but shall be deemed to be inserted for convenience of reference only.
- (4) Alterations: This By-law or any parts thereof may be varied, altered or repealed by a By-law passed in accordance with the provisions of the Act, and the Declaration.
- (5) Preparation: This document was prepared in the year 2010 by Nelligan O'Brien Payne LLP in conjunction with the corporation.

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

DATED this 14th day of September, 2010.

OTTAWA-CARLETON CONDOMINIUM CORPORATION NO. 580

NEIL BOULIANNE
Print Name:
Print Title: SECRETARY

I have authority to bind the Corporation.

Schedule "1"
Ottawa-Carleton Condominium Corporation No. 580
Specifications - Class 1

Affiliated Appraisers

These units are similar in size and floor plan (approximately 987 square feet) and consist of an entry/foyer, a full bathroom, an ensuite three piece (shower) bathroom, a laundry area, a kitchen, a living room, a dining room, two bedrooms and balconies.

Overall Building Description

- Constructed circa 1915, were converted to a co-op in 1983 and became condominiums in 1994.
- Brick veneer, stucco and aluminum siding exterior cladding
- Mix of wood frame and vinyl clad double glazed and vinyl clad slider patio door
- Each unit has a private balcony with the exception of Unit 1 which is located in the basement

Mechanical and Structural (Overall Building)

- Masonry construction with a flat roof
- Each unit has individually controlled heating (baseboard electric)
- Two central domestic gas fired hot water tanks to service all units and is commonly metered
- Individual electrical panels and meters for each unit
- Ceiling mounted hard wired smoke detector located in each unit
- Central fire safety system
- Copper and PVC/ABS plumbing (piping)
- All plumbing and light fixtures are considered to be of standard size/quality

General Interior Apartment Finish

- Classic style 2 1/4 inch high baseboards and 2 1/4 inch wide wood door casing
- Unit entrance door are solid core wood with a paint finish complete with a brass knob handle and deadbolt
- Interior suite doors are hollow core painted with a semi-gloss finish complete with metal knob
- Lathe and plaster and/or Drywall (gypsum board) interior walls and partitions – painted with standard quality materials
- Trim and doors are painted with a semi-gloss finish and walls with a satin finish. All ceiling are painted with a flat latex finish
- Ceilings throughout have either a smooth or stipple finish

Apartment Ceiling Clearances

- Ceiling heights in units are approximately 7' - 9"
- Floor heights are approximately 9'

Apartment Entry/Foyer Description

- Ceramic tile floors
- One ceiling mounted standard light fixture
- Coat closet with two doors, a hanging rod and a shelf and a second closet containing the stackable laundry machines

Kitchen Description

- Ceramic tile
- Standard round globe type ceiling mounted light fixture
- Roll-up top melamine counter
- Melamine cabinetry with oak trim
- Double stainless steel sink
- Single knob faucet with chrome finish
- Small window style opening to dining room

Schedule "1"
Ottawa-Carleton Condominium Corporation No. 580
Specifications - Class 1 (cont'd)

Affiliated Appraisers

Living/Dining Room Description

- Standard quality carpet with commensurate underpad
- Dining area has a standard sliding door leading to the balcony
- Fireplace with ceramic hearth
- Ceiling mounted standard globe type fixture
- Both rooms are open to each other
- There is a standard ceiling mounted chandelier in the dining room

Main Bathroom

- Four piece bathroom – standard quality fixtures consisting of a sink, toilet and a combined tub and shower head
- Wall mounted five bulb lighting
- Standard quality ceramic tile flooring
- Wall mounted mirror
- Ceramic tile tub enclosure with a full length curtain rod
- Vanity with a roll top melamine counter and two melamine cabinet doors
- Exhaust fan vented to the exterior

Master Bedroom Description

- Standard quality carpet with commensurate underpad
- No light fixture – one switched receptacle (typically intended for a lamp)
- Standard bifold closet with shelf and hanging rod

Second Bedroom

- Standard quality carpet with commensurate underpad
- No light fixture – one switched receptacle (typically intended for a lamp)
- Standard bifold closet with shelf and hanging rod

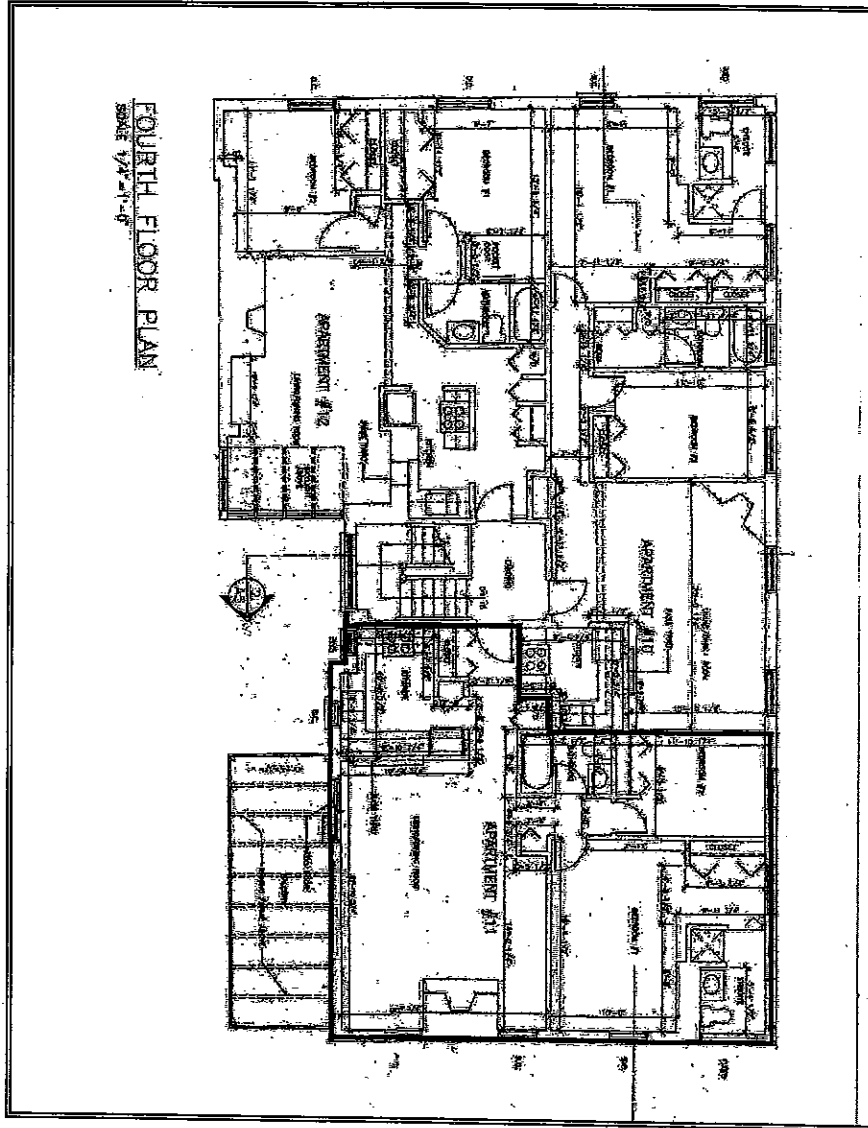
Ensuite Bathroom

- Three piece bathroom - standard quality fixtures consisting of a sink, toilet and a shower
- Ceiling mounted standard globe fixture
- Standard quality ceramic tile flooring
- Vanity with a roll top melamine counter and two melamine cabinet doors

Schedule "2"
Ottawa-Carleton Condominium Corporation No. 580
Floor Plans - Class 1

Affiliated Appraisers

APT. # 5, 8 & 11 FLOOR PLAN



The above floor plans were scanned from the builders original plans.

Schedule "3"
Ottawa-Carleton Condominium Corporation No. 580
Specifications - Class 2

Affiliated Appraisers

This unit is approximately ±1095 square feet and consist of an entry/foyer, a full bathroom, an ensuite three piece (shower) bathroom , a laundry area, a kitchen, a living room, a dining room, two bedrooms and a balcony..

Overall Building Description

- Constructed circa 1915, were converted to a co-op in 1983 and became condominiums in 1994.
- Brick veneer, stucco and aluminum siding exterior cladding
- Mix of wood frame and vinyl clad double glazed and vinyl clad slider patio door
- Each unit has a private balcony with the exception of Unit 1 which is located in the basement

Mechanical and Structural (Overall Building)

- Masonry construction with a flat roof
- Each unit has individually controlled heating (baseboard electric)
- Two central domestic gas fired hot water tanks to service all units and is commonly metered
- Individual electrical panels and meters for each unit
- Ceiling mounted hard wired smoke detector located in each unit
- Central fire safety system
- Copper and PVC/ABS plumbing (piping)
- All plumbing and light fixtures are considered to be of standard size/quality

General Interior Apartment Finish

- Classic style 2 1/4 inch high baseboards and 2 1/4 inch wide wood door casing
- Unit entrance door are solid core wood with a paint finish complete with a brass knob handle and deadbolt
- Interior suite doors are hollow core painted with a semi-gloss finish complete with metal knob
- Lathe and plaster and/or Drywall (gypsum board) interior walls and partitions – painted with standard quality materials
- Trim and doors are painted with a semi-gloss finish and walls with a satin finish. All ceiling are painted with a flat latex finish
- Ceilings throughout have either a smooth or stipple finish

Apartment Ceiling Clearances

- Ceiling heights in units are approximately 7' - 9"
- Floor heights are approximately 9'

Apartment Entry/Foyer Description

- Ceramic tile floors
- One ceiling mounted standard light fixture
- Coat closet with two doors, a hanging rod and a shelf and a second closet containing the stackable laundry machines

Kitchen Description

- Ceramic tile
- Standard round globe type ceiling mounted light fixture
- Roll-up top melamine counter
- Melamine cabinetry with oak trim
- Double stainless steel sink
- Single knob faucet with chrome finish
- Small window style opening to dining room

Schedule "3"
Ottawa-Carleton Condominium Corporation No. 580
Specifications - Class 2 (cont'd)

Affiliated Appraisers

Living/Dining Room Description

- Standard quality carpet with commensurate underpad
- Dining area has a standard sliding door leading to the balcony
- Fireplace with ceramic hearth
- Ceiling mounted standard globe type fixture
- Both rooms are open to each other
- There is a standard ceiling mounted chandelier in the dining room

Main Bathroom

- Four piece bathroom – standard quality fixtures consisting of a sink, toilet and a combined tub and shower head
- Wall mounted five bulb lighting
- Standard quality ceramic tile flooring
- Wall mounted mirror
- Ceramic tile tub enclosure with a full length curtain rod
- Vanity with a roll top melamine counter and two melamine cabinet doors
- Exhaust fan vented to the exterior

Master Bedroom Description

- Standard quality carpet with commensurate underpad
- No light fixture – one switched receptacle (typically intended for a lamp)
- Standard bifold closet with shelf and hanging rod

Second Bedroom

- Standard quality carpet with commensurate underpad
- No light fixture – one switched receptacle (typically intended for a lamp)
- Standard bifold closet with shelf and hanging rod

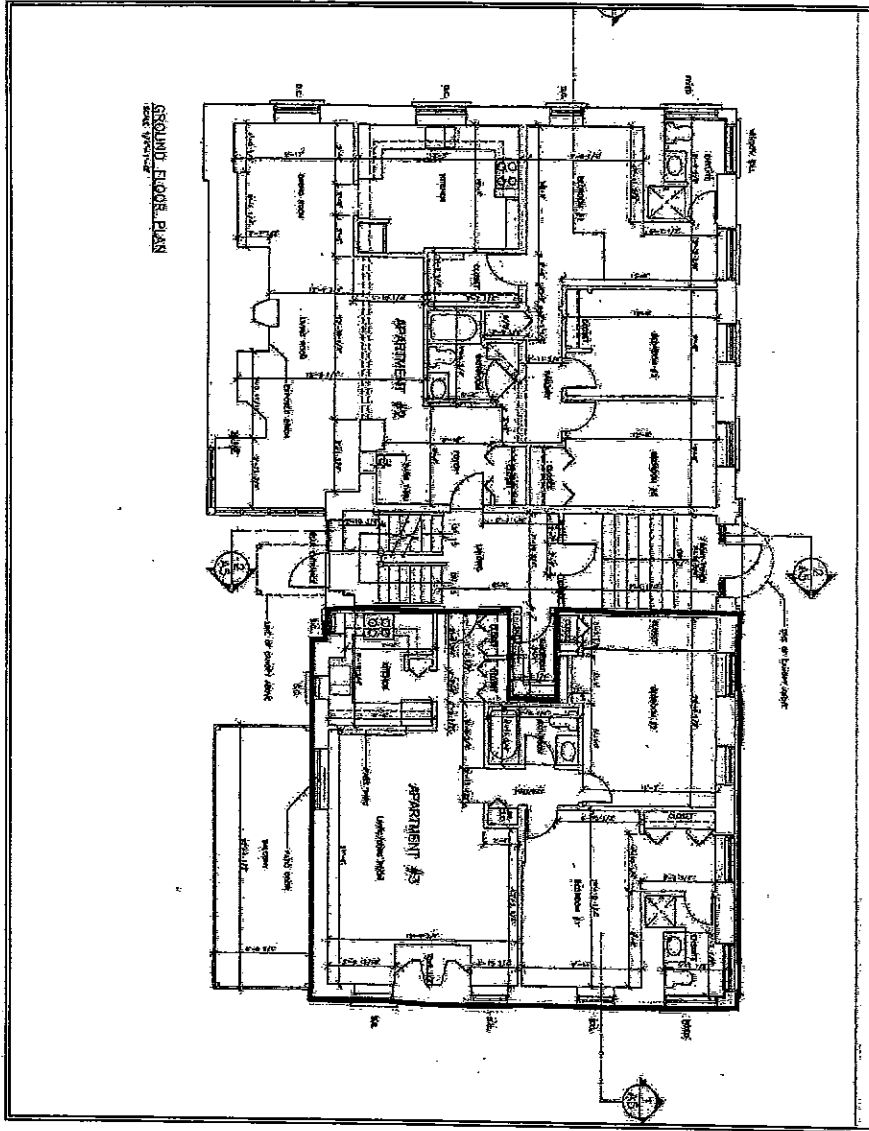
Ensuite Bathroom

- Three piece bathroom - standard quality fixtures consisting of a sink, toilet and a shower
- Ceiling mounted standard globe fixture
- Standard quality ceramic tile flooring
- Vanity with a roll top melamine counter and two melamine cabinet doors

Schedule "4"
Ottawa-Carleton Condominium Corporation No. 580
Floor Plans - Class 2

Affiliated Appraisers

APT. # 3 FLOOR PLAN



The above floor plans were scanned from the builders original plans.

Schedule "5"
Ottawa-Carleton Condominium Corporation No. 580
Specifications - Class 3

Affiliated Appraisers

These units are similar in size and floor plan (approximately 924 square feet) and consist of an entry/foyer, a full bathroom, an ensuite three piece (shower) bathroom, a laundry area, a kitchen, a living room, a dining room, and two bedrooms.

Overall Building Description

- Constructed circa 1915, were converted to a co-op in 1983 and became condominiums in 1994.
- Brick veneer, stucco and aluminum siding exterior cladding
- Mix of wood frame and vinyl clad double glazed

Mechanical and Structural (Overall Building)

- Masonry construction with a flat roof
- Each unit has individually controlled heating (baseboard electric)
- Two central domestic gas fired hot water tanks to service all units and is commonly metered
- Individual electrical panels and meters for each unit
- Ceiling mounted hard wired smoke detector located in each unit
- Central fire safety system
- Copper and PVC/ABS plumbing (piping)
- All plumbing and light fixtures are considered to be of standard size/quality

General Interior Apartment Finish

- Classic style 2 1/4 inch high baseboards and 2 1/4 inch wide wood door casing
- Unit entrance door are solid core wood with a paint finish complete with a brass knob handle and deadbolt
- Interior suite doors are hollow core painted with a semi-gloss finish complete with metal knob
- Lathe and plaster and/or Drywall (gypsum board) interior walls and partitions – painted with standard quality materials
- Trim and doors are painted with a semi-gloss finish and walls with a satin finish. All ceiling are painted with a flat latex finish
- Ceilings throughout have either a smooth or stipple finish

Apartment Ceiling Clearances

- Ceiling heights in units are approximately 7' - 9"
- Floor heights are approximately 9'

Apartment Entry/Foyer Description

- Ceramic tile floors
- One ceiling mounted standard light fixture
- Coat closet with two doors, a hanging rod and a shelf

Kitchen Description

- Ceramic tile
- Standard round globe type ceiling mounted light fixture
- Roll-up top melamine counter
- Melamine cabinetry with oak trim
- Double stainless steel sink
- Single knob faucet with chrome finish

Schedule "5"
Ottawa-Carleton Condominium Corporation No. 580
Specifications - Class 3 (cont'd)

Affiliated Appraisers

Living/Dining Room Description

- Standard quality carpet with commensurate underpad
- Fireplace with ceramic hearth
- Ceiling mounted standard globe type fixture in living room
- Both rooms are open to each other
- There is a standard ceiling mounted chandelier in the dining room

Main Bathroom

- Four piece bathroom – standard quality fixtures consisting of a sink, toilet and a combined tub and shower head
- Wall mounted five bulb lighting
- Standard quality ceramic tile flooring
- Wall mounted mirror
- Ceramic tile tub enclosure with a full length curtain rod
- Vanity with a roll top melamine counter and two melamine cabinet doors
- Exhaust fan vented to the exterior

Hallway

- Standard quality carpet with commensurate underpad
- Two closets, one with a shelf and hanging rod and the second contains the stackable laundry machines

Master Bedroom Description

- Standard quality carpet with commensurate underpad
- No light fixture – one switched receptacle (typically intended for a lamp)
- Standard bifold closet with shelf and hanging rod

Second Bedroom

- Standard quality carpet with commensurate underpad
- No light fixture – one switched receptacle (typically intended for a lamp)
- Standard bifold closet with shelf and hanging rod

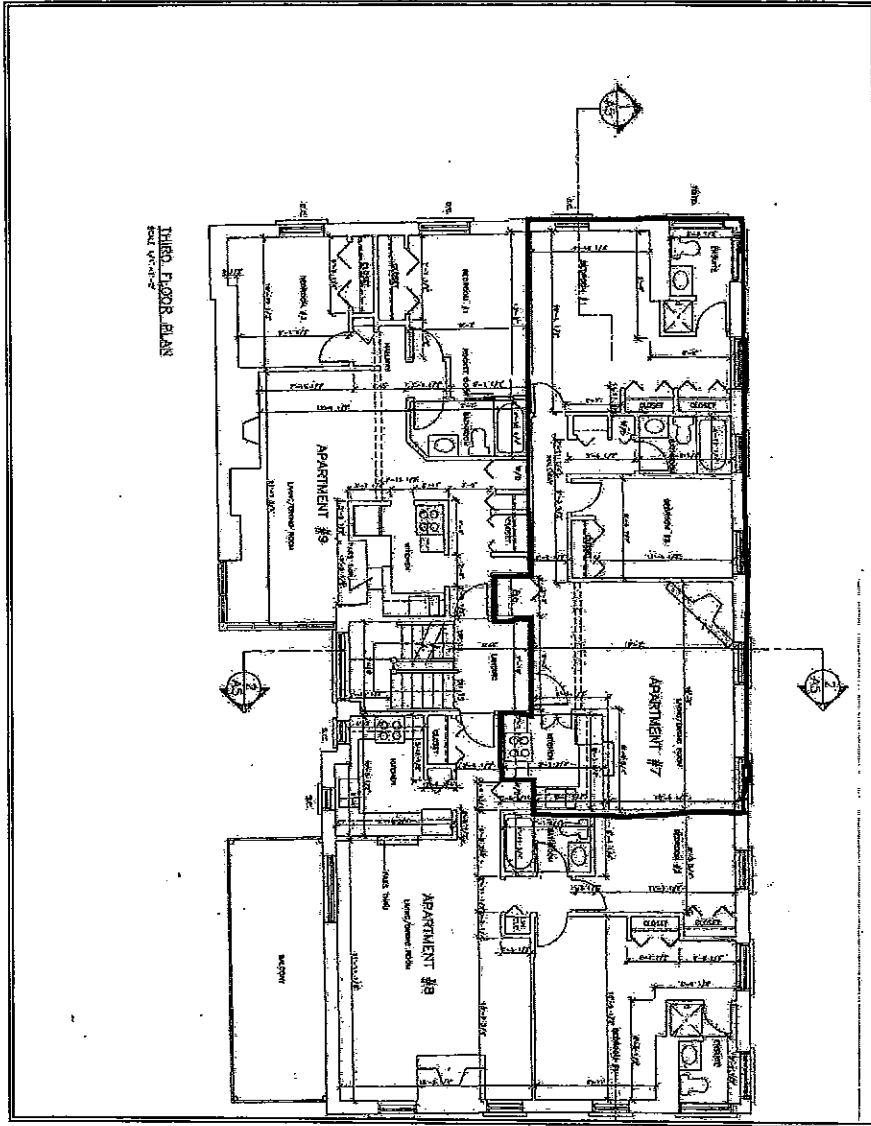
Ensuite Bathroom

- Three piece bathroom - standard quality fixtures consisting of a sink, toilet and a shower
- Ceiling mounted standard globe fixture
- Standard quality ceramic tile flooring
- Vanity with a roll top melamine counter and two melamine cabinet doors

Schedule "6"
Ottawa-Carleton Condominium Corporation No. 580
Floor Plans - Class 3

Affiliated Appraisers

APT. # 4, 7 & 10 FLOOR PLAN



The above floor plans were scanned from the builders original building plans.

Schedule "7"
Ottawa-Carleton Condominium Corporation No. 580
Specifications - Class 4

Affiliated Appraisers

These units are similar in size and floor plan (approximately 858 square feet) and consist of an entry/foyer, a full bathroom, a laundry area, a kitchen, a living room, a dining room, and two bedrooms.

Overall Building Description

- Constructed circa 1915, were converted to a co-op in 1983 and became condominiums in 1994.
- Brick veneer, stucco and aluminum siding exterior cladding
- Mix of wood frame and vinyl clad double glazed

Mechanical and Structural (Overall Building)

- Masonry construction with a flat roof
- Each unit has individually controlled heating (baseboard electric)
- Two central domestic gas fired hot water tanks to service all units and is commonly metered
- Individual electrical panels and meters for each unit
- Ceiling mounted hard wired smoke detector located in each unit
- Central fire safety system
- Copper and PVC/ABS plumbing (piping)
- All plumbing and light fixtures are considered to be of standard size/quality

General Interior Apartment Finish

- Classic style 2 1/4 inch high baseboards and 2 1/4 inch wide wood door casing
- Unit entrance door are solid core wood with a paint finish complete with a brass knob handle and deadbolt
- Interior suite doors are hollow core painted with a semi-gloss finish complete with metal knob
- Lathe and plaster and/or Drywall (gypsum board) interior walls and partitions – painted with standard quality materials
- Trim and doors are painted with a semi-gloss finish and walls with a satin finish. All ceiling are painted with a flat latex finish
- Ceilings throughout have either a smooth or stipple finish

Apartment Ceiling Clearances

- Ceiling heights in units are approximately 7' - 9"
- Floor heights are approximately 9'

Apartment Entry/Foyer Description

- Ceramic tile floors
- One ceiling mounted standard light fixture
- Coat closet with two doors, a hanging rod and a shelf and a second closet containing the stackable laundry machines

Kitchen Description

- Ceramic tile
- Small window style opening to dining room
- Standard round globe type ceiling mounted light fixture
- Roll-up top melamine counter
- Melamine cabinetry with oak trim
- Double stainless steel sink
- Single knob faucet with chrome finish

Schedule "7"
Ottawa-Carleton Condominium Corporation No. 580
Specifications - Class 4 (cont'd)

Affiliated Appraisers

Living/Dining Room Description

- Standard quality carpet with commensurate underpad
- Fireplace with ceramic hearth
- Ceiling mounted standard globe type fixture in living room
- Both rooms are open to each other
- There is a standard ceiling mounted chandelier in the dining room
- Unit 12 has a skylight in the dining room

Main Bathroom

- Four piece bathroom – standard quality fixtures consisting of a sink, toilet and a combined tub and shower head
- Wall mounted five bulb lighting
- Standard quality ceramic tile flooring
- Wall mounted mirror
- Ceramic tile tub enclosure with a full length curtain rod
- Vanity with a roll top melamine counter and two melamine cabinet doors
- Exhaust fan vented to the exterior
- Cheater door to master bedroom

Master Bedroom Description

- Standard quality carpet with commensurate underpad
- No light fixture – one switched receptacle (typically intended for a lamp)
- Standard bifold closet with shelf and hanging rod

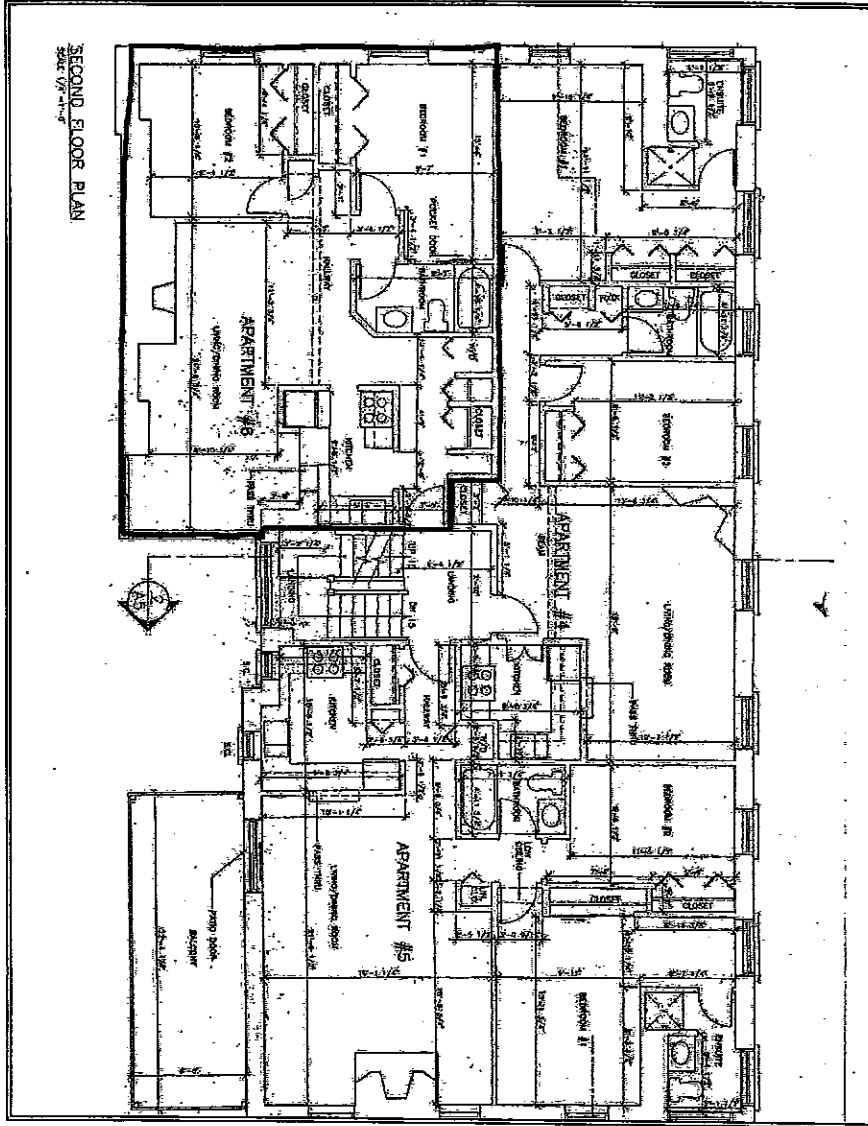
Second Bedroom

- Standard quality carpet with commensurate underpad
- No light fixture – one switched receptacle (typically intended for a lamp)
- Standard bifold closet with shelf and hanging rod

Schedule "8"
Ottawa-Carleton Condominium Corporation No. 580
Floor Plan - Class 4

Affiliated Appraisers

APT. # 6, 9 & 12 FLOOR PLAN



The above floor plans were scanned from the builders original building plans.

Schedule "9"
Ottawa-Carleton Condominium Corporation No. 580
Specifications - Class 5

Affiliated Appraisers

This unit is approximately ±1135 square feet and consist of an entry/foyer, a full bathroom, an ensuite three piece (shower) bathroom , a laundry area, a kitchen, a living room, a dining room and two bedrooms.

Overall Building Description

- Constructed circa 1915, were converted to a co-op in 1983 and became condominiums in 1994.
- Brick veneer, stucco and aluminum siding exterior cladding
- Mix of wood frame and vinyl clad double glazed and vinyl clad slider patio door
- Each unit has a private balcony with the exception of Unit 1 which is located in the basement

Mechanical and Structural (Overall Building)

- Masonry construction with a flat roof
- Each unit has individually controlled heating (baseboard electric)
- Two central domestic gas fired hot water tanks to service all units and is commonly metered
- Individual electrical panels and meters for each unit
- Ceiling mounted hard wired smoke detector located in each unit
- Central fire safety system
- Copper and PVC/ABS plumbing (piping)
- All plumbing and light fixtures are considered to be of standard size/quality

General Interior Apartment Finish

- Classic style 2 1/4 inch high baseboards and 2 1/4 inch wide wood door casing
- Unit entrance door are solid core wood with a paint finish complete with a brass knob handle and deadbolt
- Interior suite doors are hollow core painted with a semi-gloss finish complete with metal knob
- Lathe and plaster and/or Drywall (gypsum board) interior walls and partitions – painted with standard quality materials
- Trim and doors are painted with a semi-gloss finish and walls with a satin finish. All ceiling are painted with a flat latex finish
- Ceilings throughout have either a smooth or stipple finish

Apartment Ceiling Clearances

- Ceiling heights in units are approximately 7' - 9"
- Floor heights are approximately 9'

Apartment Entry/Foyer Description

- Ceramic tile floors
- One ceiling mounted standard light fixture
- Coat closet with two doors, a hanging rod and a shelf and a second closet containing the stackable laundry machines

Kitchen Description

- Ceramic tile
- Standard round globe type ceiling mounted light fixture
- Roll-up top melamine counter
- Melamine cabinetry with oak trim
- Double stainless steel sink
- Single knob faucet with chrome finish
- Small window style opening to dining room

Schedule "9"
Ottawa-Carleton Condominium Corporation No. 580
Specifications - Class 5 (cont'd)

Affiliated Appraisers

Living/Dining Room Description

- Standard quality carpet with commensurate underpad
- Dining area has a standard sliding door leading to the balcony
- Fireplace with ceramic hearth
- Ceiling mounted standard globe type fixture
- Both rooms are open to each other
- There is a standard ceiling mounted chandelier in the dining room

Main Bathroom

- Four piece bathroom – standard quality fixtures consisting of a sink, toilet and a combined tub and shower head
- Wall mounted five bulb lighting
- Standard quality ceramic tile flooring
- Wall mounted mirror
- Ceramic tile tub enclosure with a full length curtain rod
- Vanity with a roll top melamine counter and two melamine cabinet doors
- Exhaust fan vented to the exterior

Master Bedroom Description

- Standard quality carpet with commensurate underpad
- No light fixture – one switched receptacle (typically intended for a lamp)
- Walk-in closet with shelf and hanging rod and standard bifold door

Second Bedroom

- Standard quality carpet with commensurate underpad
- No light fixture – one switched receptacle (typically intended for a lamp)
- Standard bifold closet with shelf and hanging rod

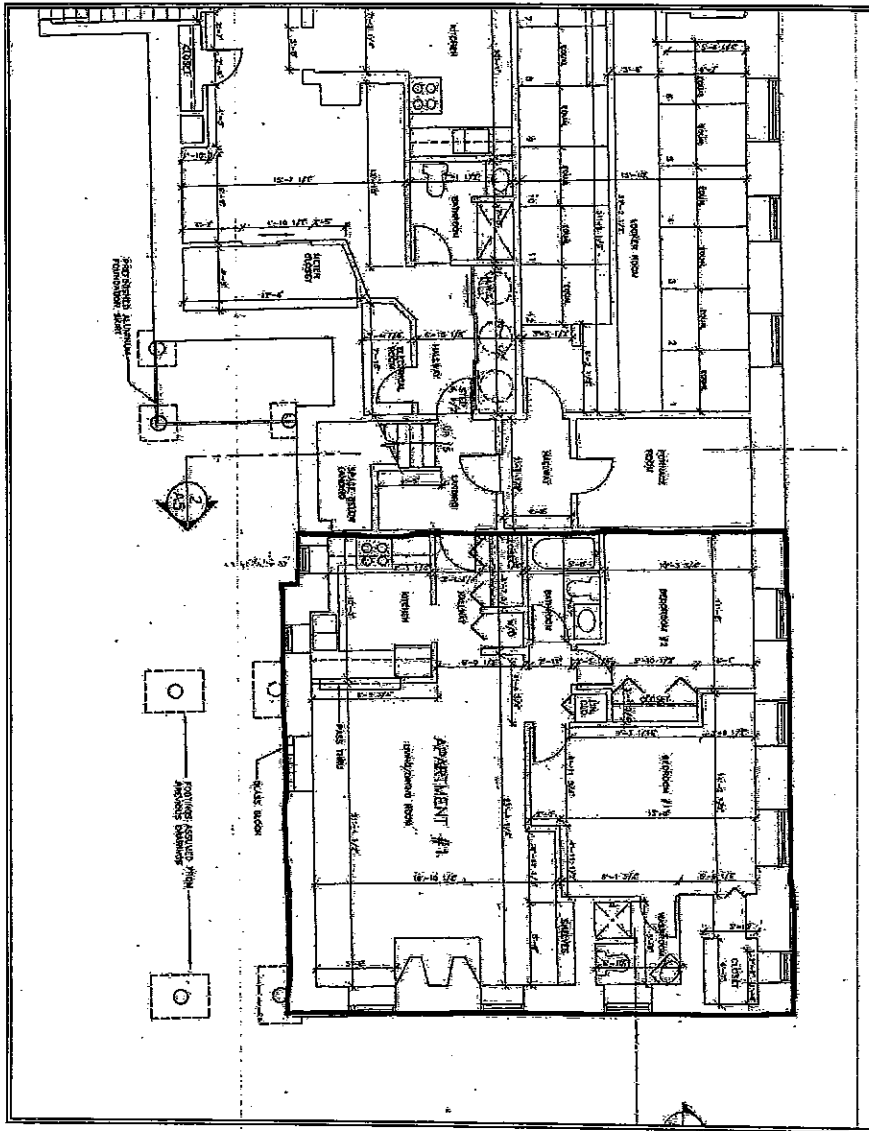
Ensuite Bathroom

- Three piece bathroom - standard quality fixtures consisting of a sink, toilet and a shower
- Ceiling mounted standard globe fixture
- Standard quality ceramic tile flooring
- Vanity with a roll top melamine counter and two melamine cabinet doors

Schedule "10"
Ottawa-Carleton Condominium Corporation No. 580
Floor Plan - Class 5

Affiliated Appraisers

APT. # 1 FLOOR PLAN



The above floor plans were scanned from the builders original plans.

Schedule "11"
Ottawa-Carleton Condominium Corporation No. 580
Specifications - Class 6

Affiliated Appraisers

This is a the three bedroom unit approximately ±1,496 square feet. Unit 2 consist of an entry/foyer, a full bathroom, an ensuite bathroom, a laundry area, a kitchen, a living room, a dining room, and three bedrooms.

Overall Building Description

- Constructed circa 1915, converted to a co-op in 1983 and became condominiums in 1994.
- Brick veneer, stucco and aluminum siding exterior cladding
- Mix of wood frame and vinyl clad double glazed

Mechanical and Structural (Overall Building)

- Masonry construction with a flat roof
- Each unit has individually controlled heating (baseboard electric)
- Two central domestic gas fired hot water tanks to service all units and is commonly metered
- Individual electrical panels and meters for each unit
- Ceiling mounted hard wired smoke detector located in each unit
- Central fire safety system
- Copper and PVC/ABS plumbing (piping)
- All plumbing and light fixtures are considered to be of standard size/quality

General Interior Apartment Finish

- Classic style 2 1/4 inch high baseboards and 2 1/4 inch wide wood door casing
- Unit entrance door are solid core wood with a paint finish complete with a brass knob handle and deadbolt
- Interior suite doors are hollow core painted with a semi-gloss finish complete with metal knob
- Lathe and plaster and/or Drywall (gypsum board) interior walls and partitions – painted with standard quality materials
- Trim and doors are painted with a semi-gloss finish and walls with a satin finish. All ceiling are painted with a flat latex finish
- Ceilings throughout have either a smooth or stipple finish

Apartment Ceiling Clearances

- Ceiling heights in units are approximately 7' - 9"
- Floor heights are approximately 9'
- Basement floor height is approximately 8' - 9"

Apartment Entry/Foyer Description

- Ceramic tile floors
- One ceiling mounted standard light fixture
- Coat closet with two doors, a hanging rod and a shelf

Kitchen Description

- Ceramic tile
- Standard round globe type ceiling mounted light fixture
- Roll-up top melamine counter
- Melamine cabinetry with oak trim
- Double stainless steel sink
- Single knob faucet with chrome finish

Schedule "11"
Ottawa-Carleton Condominium Corporation No. 580
Specifications - Class 6 (cont'd)

Affiliated Appraisers

Living/Dining Room Description

- Standard quality carpet with commensurate underpad
- Fireplace with ceramic hearth
- Ceiling mounted standard globe type fixture in living room
- Both rooms are open to each other
- There is a standard ceiling mounted chandelier in the dining room
- Exposed brick wall

Main Bathroom

- Four piece bathroom – standard quality fixtures consisting of a sink, toilet and a combined tub and shower head
- Wall mounted five bulb lighting
- Standard quality ceramic tile flooring
- Wall mounted mirror
- Ceramic tile tub enclosure with a full length curtain rod
- Vanity with a roll top melamine counter and two melamine cabinet doors
- Exhaust fan vented to the exterior
- Closet with stackable laundry machines

Master Bedroom Description

- Standard quality carpet with commensurate underpad
- No light fixture – one switched receptacle (typically intended for a lamp)
- Walk-in closet with shelf and hanging rod

Second Bedroom

- Standard quality carpet with commensurate underpad
- No light fixture – one switched receptacle (typically intended for a lamp)
- Standard bifold closet with shelf and hanging rod

Third Bedroom

- Standard quality carpet with commensurate underpad
- No light fixture – one switched receptacle (typically intended for a lamp)
- Standard bifold closet with shelf and hanging rod

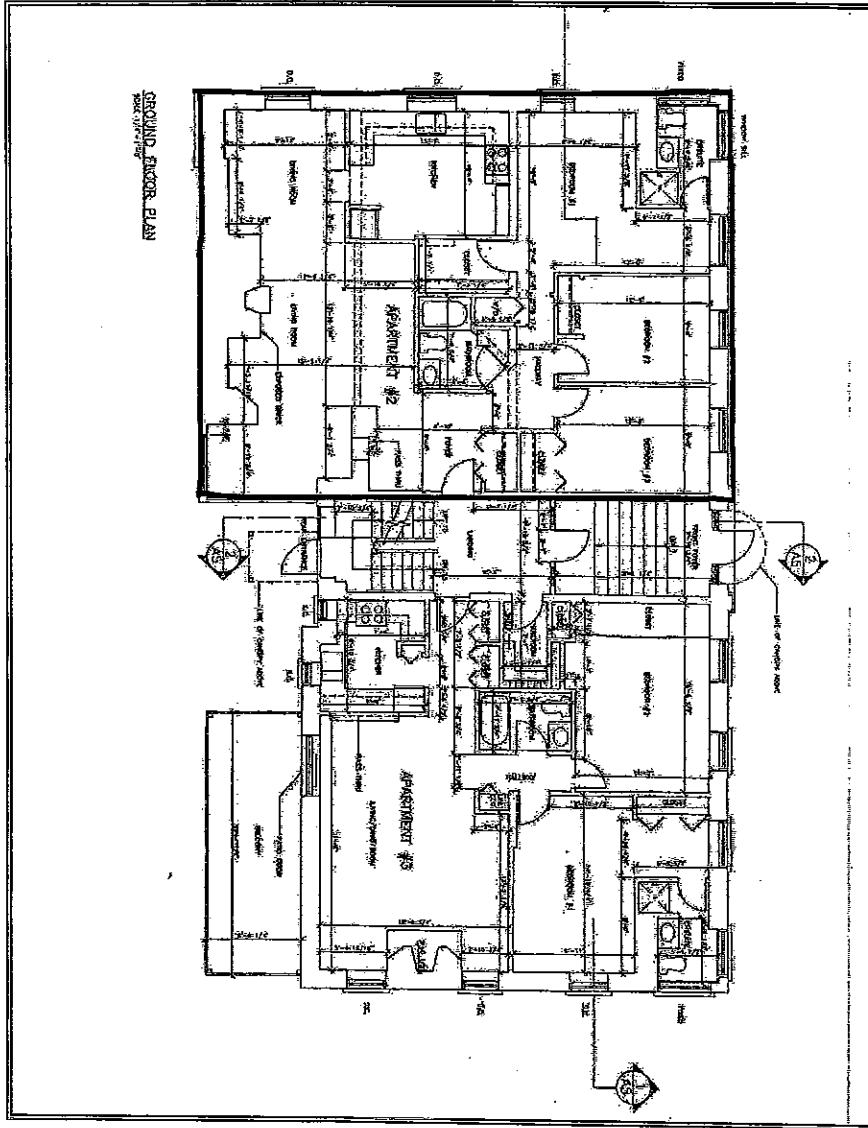
Ensuite Bathroom

- Three piece bathroom - standard quality fixtures consisting of a sink, toilet and a shower
- Ceiling mounted standard globe fixture
- Standard quality ceramic tile flooring
- Vanity with a roll top melamine counter and two melamine cabinet doors

Schedule "12"
Ottawa-Carleton Condominium Corporation No. 580
Floor Plan - Class 6

Affiliated Appraisers

APT. # 2 FLOOR PLAN



The above floor plans were scanned from the builders original building plans.