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KEN GORDON HOLDINGS INC.,

McLEAN COURT

DECLARATION

CHIARELLI, CRAMER, WITTEVEEN,  
Barristers & Solicitors,  
92 Centrepointe Drive,  
Nepean, Ontario.  
K2G 6B1

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DECLARATION

MADE PURSUANT TO THE CONDOMINIUM ACT, R.S.O. 1990, c. C. 26

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 hereinafter referred to as the "Act") by;

**KEN GORDON HOLDINGS INC.,**  
a company incorporated under the laws of The Province of Ontario

(hereinafter referred to as the "Declarant").

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

AND WHEREAS the Declarant has constructed on the property, a development containing four (4) townhouse units which the Declarant intends to be governed by the Act.

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

- 1 . INTRODUCTORY
- 1.1 Interpretation. Unless the context otherwise requires, the terms used herein shall have ascribed to them the meaning contained in the Act. The following terms shall have the following meanings:
  - (a) "Board" shall mean the board of directors of the condominium corporation;
  - (b) "corporation" shall mean the condominium corporation created upon the registration of the Declaration and of the description under the Act;
  - (c) "unit" means a part or parts of the land included in the description and designated as a unit by the description, and comprises the space enclosed by its boundaries and all the material parts of the land within this space in accordance with this Declaration and the description.
- 1.2 Statement of Intention. The Declarant intends that the lands and interests appurtenant to the property described in Schedule "A" be governed by the Act, and any amendments thereto.
- 1.3 Consent of Encumbrancers. The consent of all persons having registered encumbrances against the property or interests appurtenant to the property in Schedule "A" is contained in Schedule "D" attached hereto.
- 1.4 Boundaries of Units and Monuments The monuments controlling the extent of the units are the physical surfaces mentioned in the boundaries of the units in Schedule "C," attached hereto.
- 1.5 Common Interests and Common Expenses. Each owner shall have an undivided interest in the common elements as a tenant in common with all other owners in the proportions set forth opposite each unit number in Schedule "B" attached hereto. The owners shall contribute to the common expenses in accordance with the further column of percentages set forth in

Schedule "B" attached hereto.

- 1.6 Address for Service. The corporation's address for service and mailing address shall be

5542 Anne Street, P. O. Box 1172,  
Manotick, Ontario.  
K4M 1A9

or such other address as the corporation may determine in accordance with the provisions of the Act.

2. COMMON EXPENSES

2.1 Payment of Common Expenses Each owner, including the Declarant, shall pay to the corporation a proportionate share of the common expenses, as may be provided for by the bylaws of the corporation, and the assessment and collection of contributions toward the common expenses may be regulated by the Board pursuant to the by-laws of the corporation. Common expenses shall include the expenses listed in Schedule "E" attached hereto.

3. COMMON ELEMENTS

3.1 Use of Common Elements. Subject to the provisions of the Act, this Declaration and the bylaws, and any rules and regulations passed pursuant thereto, each owner has the full use, occupancy and enjoyment of the whole or any part of the common elements, except as herein otherwise provided.

3.2 Restrictive Access. Without the consent in writing of the Board, no owner shall have any right of access to those parts of the common elements used from time to time as utility areas or for operating machinery, or any other parts of the common elements used for the care, maintenance or operation of the property.

3.3 Substantial Change to Property.

(a) The corporation may by vote of owners who own one hundred percent (100%) of the units make any substantial addition, alteration or improvement to or renovation of the common elements or make any substantial change in the assets of the corporation in accordance with the applicable provincial and municipal legislation and other governing by-laws, rules and regulations.

(b) The corporation may by a vote of the owners make any other addition, alteration or improvement to or renovation of the common elements or may make any other change in the assets of the corporation

(c) For the purposes of subsection 38(1) of the Act, the Board shall decide whether any addition, alteration or improvement to, or renovation of the common elements, or any change in the assets of the corporation is substantial.

4. UNITS

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

(a) The units shall be occupied and used for residential purposes as defined in and in conformity with the zoning by-laws of The Corporation of the Township of Rideau and for no other purpose.

(b) No unit shall be occupied or used by any one in such a

manner as to result in the cancellation, or threat of cancellation, of any policy of insurance referred to in this Declaration. Should the occupation or use of a unit result in an increase of premium payable by the corporation for any policy or policies of insurance, then the owner of such unit shall be liable to the corporation for the increased premium payable which shall be charged back to the owner as additional contributions towards common expenses and shall be recoverable as such or recoverable by any other procedure the corporation elects.

- (c) The owner of each unit shall comply and shall require all residents, occupants and visitors to his or her unit to comply with the Act, this Declaration, and the by-laws, and the rules and regulations passed pursuant thereto
- (d) No owner of a unit, other than the Declarant, shall lease the unit unless an agreement is executed by the tenant and delivered to the corporation to the following effect:

"I, covenant and agree that I, the members of my household, my guests and my invitees from time to time, will, in using the unit rented by me and the common elements, comply with the Condominium Act, the Declaration, the bylaws, and all rules and regulations of the condominium corporation, during the term of my tenancy."

- (e) No tenant shall be liable for the payment of common expenses unless notified by the corporation that the owner is in default of payment of common expenses, in which case, the tenant shall deduct from the rent payable to the owner the owner's share of the common expenses and shall pay the same to the corporation.
- (f) Any owners leasing their unit shall not be relieved from any of their obligations with respect to the unit which shall be joint and several with their tenant.
- (g) No owner shall make any change or alteration to the exterior of the unit save for enclosing the rear yard with fencing in a style and design approved by the Board, including any alteration of load bearing walls or walls containing service conduits which service other units, without the written consent of the Board.
- (h) All owners may install individual air conditioning units in their units, and may install a central air conditioning apparatus in the rear yard area of their units, provided that prior to any such installation the written consent of the Board has been obtained thereto, including a consent as to the method of installation and additional materials used therefor; and the requirements and regulations of all public authorities and the prevailing rules of the corporation in respect to screening and noise attenuation shall be complied with. Notwithstanding the foregoing, watercooled central air conditioning apparatuses or equipment using well water are prohibited on the property.
- (i) No owner shall make any change to an installation upon the common elements, or maintain, decorate, alter, repair or landscape any part of the common elements without the prior written consent of the Board, except for maintenance of those parts of the common elements which the owner has the duty to maintain. No owner shall alter or relocate fences whether located within the unit or on the common elements without the prior written consent of the Board.

- (j) No signs may be erected on the common elements nor displayed within or outside any units, save for standard residential real estate company signage exposing the unit for sale.
- (k) Owners shall not block or interfere with access to any utility meters situated on, affixed to or about their units.

#### 4.2 Rights of Entry.

- (a) The corporation, or any insurer of the property, their respective agents, or any other person authorized by the Board, shall be entitled to enter any unit at all reasonable times upon giving reasonable notice for the purposes of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy or policies, remedying any condition which might result in damage to the property, or carrying out any duty imposed upon the corporation.
- (b) In case of an emergency, an agent of the corporation may enter a unit at any time and without notice, for the purpose of repairing the unit, common elements or part of the common elements or for the purpose of correcting any condition which might result in damage or loss to the property including without limiting the generality of the foregoing, to access, maintain, repair or replace the common pipes providing services to the units. The corporation or any one authorized by it may determine whether an emergency exists.
- (c) If an owner is not personally present to grant entry to the unit the corporation, or its agents, may enter upon such unit, provided that they firstly take reasonable steps to obtain permission from the owner or occupant of such unit and provided that they exercise courtesy and reasonable care in conducting the activity which requires their entry into such unit.
- (d) The rights and authority hereby reserved to the corporation, its agents, or any insurer or its agents, do not impose any responsibility or liability whatever for the care or supervision of any unit except as specifically provided in this Declaration or the by-laws.

#### 5. MAINTENANCE AND REPAIRS

##### 5.1 Repairs and Maintenance by Owner.

- (a) Owners shall maintain their units and, subject to the provisions of this Declaration and section 42 of the Act, owners shall repair their units after damage, all at their own expense. Repairs and maintenance of units shall be performed by owners to a standard and using materials consistent with the quality of those used in the original construction thereof and as may be otherwise required by the Board of Directors. In addition owners shall at all times maintain heat in their units above the freezing temperature of water. In the event an owner defaults in payment of any natural gas or hydro charges, the corporation may pay same to prevent any discontinuance of service to the unit and such costs shall be charged back to the owner, shall be deemed to be additional contributions to the common expenses and shall be recoverable as such are recoverable by any other procedure the corporation elects.

- (b) Owners shall maintain and care for their own flower beds, shrubbery and rear yard area if enclosed by fencing, and provide for maintenance, repair and replacement of those portions of the water system and sump pump system as are within the unit, save as to specific elements assigned to the Corporation.
- (c) Owners shall also be responsible for any damage to other units, or the common elements which are caused by the negligence of an owner or the owners, tenants, invitees or agents or through any failure to fulfil his or her repair and maintenance obligations.

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

5.3 Repairs and Maintenance by the Corporation. The corporation shall maintain and repair the common elements at its own expense. The corporation shall be responsible, at its expense, for snow removal from unit driveways and grass cutting within the unit boundaries (provided these areas are not obstructed) as well as throughout the common elements. In addition, the corporation is responsible for the maintenance and repair of the main water and sewer lines and the water system pressure tank, septic disposal system, well and pump. The corporation or its authorized agent shall have the right to enter the dwellings for the purpose of the maintenance of these facilities. The corporation is also responsible for all maintenance and repair obligations for the interior roadway used in common with other owners, and in accordance with a joint use and right of way agreement with such owners.

## 6. INSURANCE TRUSTEE AND PROCEEDS OF INSURANCE

6.1 Insurance Trustee. In the event there is damage to the units and/or common elements in the sum of \$10,000.00 or such other amount as the board of directors determines, the corporation shall enter into an agreement with an insurance trustee which shall be a trust company registered under the Loan and Trust Corporations Act, or shall be a chartered bank, which agreement shall, without limiting the generality, provide the following:

- (a) the receipt by the insurance trustee of any proceeds of insurance payable to the corporation in excess of \$ 10,000.00 or such other amount as the corporation may specify;
- (b) the holding of such proceeds in trust for those entitled thereto pursuant to the provisions of this Declaration,
- (c) the disbursement of such proceeds in accordance with the

provisions of the Insurance Trust Agreement;

- (d) the notification by the insurance trustee to the mortgagee of any insurance monies payable by it.

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

6.2 Proceeds Held by Insurance Trustee : In the event that an insurance trustee is required pursuant to paragraph 6.1 hereof the following shall apply:

- (a) if the corporation is obligated to repair any unit under paragraph 5.2 hereof, in accordance with the provisions of the Act, the insurance trustee shall hold all proceeds for the corporation and shall disburse same in accordance with the provisions of the insurance trust agreement, in order to satisfy the obligation of the corporation to make such repairs;
- (b) if there is no obligation by the corporation to repair any unit in accordance with the provisions of the Act and if there is termination in accordance with the Act, the insurance trustee shall hold all proceeds for the owners in the proportion of their respective interests in the common elements and shall pay such proceeds to the owners in such proportions, upon registration of a notice of termination by the corporation;
- (c) if the Board, in accordance with the provisions of the Act, determines that,
- (i) there has not been substantial damage to twenty-five percent (25%) of the buildings, or
- (ii) there has been substantial damage to twenty-five percent (25%) of the buildings and within sixty (60) days thereafter the owners who own seventy-five percent (75%) of the units do not vote for termination,

the insurance trustee shall hold all proceeds for the corporation and owners whose units have been damaged, as their respective interests may appear, in accordance with the provisions of the insurance trust agreement in order to satisfy their respective obligations to make repairs, pursuant to the provisions of Article 5 of this Declaration and the Act.

Notwithstanding anything to the contrary herein contained, any proceeds payable by the insurance trustee to an owner, in accordance with the provisions subclause 6.2(b) hereof, shall be subject to payment in favour of any mortgagee or mortgagees to whom such loss be payable in such policy or policies of insurance and in satisfaction of the amount due under any liens registered by the corporation against such unit.

## 7. INSURANCE

7.1 By the Corporation. The corporation shall be required to obtain and maintain, to the extent obtainable from the insurance industry, the following insurance, in one or more



policies:

- (a) insurance against damage by fire with extended coverage and such other perils as the Board may from time to time deem advisable, insuring:
  - (i) the property, excluding the units,
  - (ii) personal property owned by the corporation,

in an amount equal to the full replacement cost of such real and personal property, without deduction for depreciation, which policy may be subject to a loss deductible clause;
- (b) insurance against damage by fire with extended coverage and such other perils as the Board may from time to time deem advisable, insuring the units, but excluding those items to be insured by the owners as set forth in subparagraph 7.2(a) hereof, in an amount equal to the full replacement cost of such units without deduction for depreciation. Such policy or policies of insurance shall insure the interests of the corporation and the owners from time to time, as their respective interests may appear, with mortgagee endorsements, which shall be subject to the provisions of this Declaration and the insurance trust agreement, and shall contain the following provisions:
  - (i) loss shall be payable to the insurance trustee,
  - (ii) waivers of subrogation against the corporation, its manager, agents, employees and servants and owners, and any member of the household, or guests of any owner or occupant of a unit, except for arson and fraud,
  - (iii) the policy or policies of insurance shall not be cancelled or substantially modified without at least sixty (60) days' prior written notice to all parties whose interests appear thereon, and to the insurance trustee,
  - (iv) waivers of any defence based on co-insurance or of invalidity arising from the conduct or any act or omission or breach of a statutory condition of any insured,
  - (v) provision that the same shall be primary insurance in respect of any other insurance carried by any owner, and
  - (vi) waiver of the insurer's option to repair, rebuild, or replace in the event that, after damage, the corporation is terminated,
- (c) public liability and property damage insurance insuring the liability of the corporation and the owner from time to time, with limits to be determined by the Board, and without right of subrogation as against the corporation, its manager, agents, servants and employees, and as against the owners, and any member of the household or guests of any owner or occupant of a unit, and
- (d) machinery and equipment insurance to the extent required as the Board may from time to time deem advisable.

7.2 By the Owner. It is acknowledged that the foregoing insurance is the only insurance required to be obtained and

maintained by the corporation and that the following insurance, or any other insurance, if deemed necessary or desirable by any owner, may be obtained and maintained by such owner:

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

### 7.3 General Provisions.

- (a) At least every three (3) years or more often as required by legislation, or at such other time as the Board may deem advisable, and also upon the request of a mortgagee or mortgagees holding mortgages on fifty percent (50%) or more of the units, the corporation shall obtain an appraisal from an independent qualified appraiser, of the full replacement cost of the property, for the purpose of determining the amount of insurance to be effected pursuant to paragraph 7.1 hereof and the cost of such appraisal shall be a common expense.
- (b) The corporation, its Board, and its officers, shall have the exclusive right, on behalf of itself and as agents for the owners, to adjust any loss and settle any claims with respect to all insurance placed by the corporation, and to give such releases as are required, and any claimant, including the owner of a damaged unit, shall be bound by such adjustments. Provided, however, that the Board may, in writing, authorize an owner to adjust any loss to his or her unit.
- (c) Every mortgagee shall be deemed to have agreed to waive any right to have proceeds of any insurance applied on account of the mortgage where such application would prevent application of the insurance proceeds in satisfaction of an obligation to repair. This paragraph (c) shall be read without prejudice to the right of any mortgagee to exercise the right of an owner to vote or to consent, if the mortgage itself contains a provision giving the mortgagee that right, and also to the right of any mortgagee to receive the proceeds of any insurance policy, if the property is not repaired.
- (d) A certificate or memorandum of all insurance policies, and endorsements thereto shall be issued as soon as possible to each owner and a duplicate original or certified copy of the policy to each mortgagee; renewal certificates or certificates of new insurance policies shall be furnished to each owner and renewal certificates or certified copies of new insurance policies to each mortgagee not later than ten (10) days before the expiry of any current insurance policy. The master policy for any insurance coverage shall be kept by the corporation in its offices, available for inspection by an owner or mortgagee on reasonable notice to the corporation.

- (e) No insured, other than the corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the corporation, or to direct that loss shall be payable in any manner other than as provided in the Declaration.
- (f) Any proceeds of insurance payable to an owner of a unit and any assets of the corporation distributable to an owner of a unit shall be subject to the claim of any mortgagee holding a mortgage registered on title as of the day prior to such payment or distribution and to satisfaction of any amount due under any liens in favour of the corporation against the unit.
- (g) Should an owner use a unit in a manner which will result in an increase in the insurance premiums payable by the corporation, then such owner shall be liable to pay such increase of the insurance premium. All payments pursuant to this clause are deemed to be additional contributions toward the common expenses and recoverable as such or by such other procedure the corporation elects.

#### 8. INDEMNIFICATION

8.1 Indemnification. Each owner shall indemnify and save harmless the corporation from and against any loss, cost, damage, injury or liability whatsoever which the corporation may suffer or incur resulting from or caused by an act or omission of such owner, the owner's family or any member thereof, any other resident or occupant of that unit or any guests, invitees, licensees or agents of such owner or resident to or with respect to the common elements and/or all other units, except for any loss, cost, damages, injury or liability caused by an insured as defined in any policy or policies of insurance, and insured against by the corporation.

All payments pursuant to this clause are deemed to be additional contributions toward the common expenses and recoverable as such or by such other procedure the corporation elects.

#### 9. GENERAL MATTERS AND ADMINISTRATION

9.1 First Meeting. Not later than three (3) months after the registration of this Declaration, the corporation shall, on ten (10) days' notice in writing, hold a meeting of the owners for the purpose of electing directors.

9.2 Units Subject to the Act, Declaration, By-laws, Rules and Regulations. All present and future owners, tenants and residents of units, their families, guests, invitees, licensees or agents shall be subject to and shall comply with the provisions of the Act, this Declaration, the by-laws, and any other rules and regulations of the corporation.

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

9.3 Access to Public Roads & Utilities. Parts 5 and 6, Plan 4R-13242 shall be established as an access road for the joint use and benefit of the Corporation and the unit owners and the

owners from time to time of Parts 2, 3 and 4, Plan 4R-13242 (or any Condominium Corporations and their unit owners created in respect to such lands) and the Corporation shall enter into a registered joint use and maintenance agreement for this common right of way. Additional agreements may be necessary for other shared services, common amenities and/or storm water management. The Corporation shall enter into such agreements and shall agree to pay its proportionate share of all costs for the proper repair, inspection, maintenance and supervision of works arising from such agreements and such costs shall form a common expense chargeable to the unit owners.

The Corporation shall also grant, along with other benefitting owners, to the owners from time to time of Parts 2 and 4, Plan 5R-13219 an easement on Parts 5 and 6, Plan 4R-13242 providing a right of access to future utilities, water and sanitary sewers as they may become available.

In the event that owners from time to time of adjacent lands described as Part of Lot 5, Concession 1, Part of Lot 4, Concession A (B. P.) (as set out in Instrument Number CT 109987) Township of Rideau (North Gower), obtains all required approvals for development of such adjacent lands, and such approved development requires use of the access road on Parts 5 & 6, Plan 4R-13242 in order to provide access to public roads, the Corporation shall provide such transfers, easements and rights-of-way as may be required subject to suitable joint use, maintenance and cost sharing agreements in respect to the access road.

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

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

9.6 Notice. Except as hereinbefore set forth, any notice, direction or other instrument required or permitted may be given or served if served personally by delivering same to the party to be served, or to any officer of the party to be served, or may be given by ordinary mail, postage prepaid, addressed to the corporation at its address for service herein, to each owner at his or her respective unit or at such other address as is given by the owner to the corporation for the purpose of notice, and to each mortgagee who has notified its interest to the corporation at such address as is given by each mortgagee to the corporation for the purpose of notice, and if mailed as aforesaid the same shall be deemed to have been received and to be effective on the second business day following the day on which it was mailed. Any owner or mortgagee may change its address for service by notice given to the corporation in the manner aforesaid.

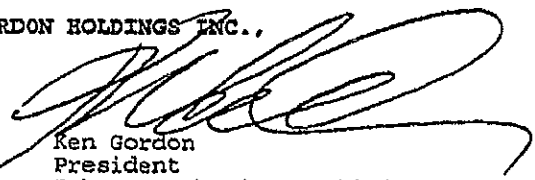
9.7 Interpretation. This Declaration shall be read with all changes of number and gender required by the context. The headings in the body of this Declaration form no part of the Declaration but shall be deemed to be inserted for convenience of reference only.

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DATED AT MANOTICK, in the Township of Rideau, in the Regional Municipality of Ottawa-Carleton and Province of Ontario, this \_\_\_\_\_ day of September, 1998.

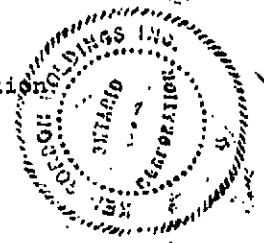
IN WITNESS WHEREOF the Declarant has hereunto affixed its corporate seal under the hands of its proper officers duly authorized in that behalf

KEN GORDON HOLDINGS INC.,

Per: 

Name: Ken Gordon  
Title: President

I have authority to bind the Corporation



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SCHEDULE "A"

LEGAL DESCRIPTION

Part of Lot 4  
Concession A (Broken Front)  
Township of North Gower, now in the Township of Rideau  
Regional Municipality of Ottawa-Carleton  
Designated as Part 1, Plan 4R-13242, being Part of P.I.N. 3902607

SUBJECT TO an Easement as set out in Instrument Number  
1093572 in favour of The Consumers Gas Company Ltd.,  
over Part 1, Plan 4R-13242.

SUBJECT TO an Easement as set out in Instrument Number  
1162881 in favour of Bell Canada, over Part 1, Plan  
4R-13242.

SUBJECT TO an Easement as set out in Instrument Number  
1082820 in favour of The Corporation of the Township  
of Rideau over Part 1, Plan 4R-13242.

~~TOGETHER WITH~~  
~~SUBJECT TO~~ an Easement as set out in Instrument Number  
1165028 in favour of Ken Gordon Holdings Inc.,  
over Part 5 of Plan 4R-13242.

In my opinion, based on the Parcel Register and the  
Plans and documents recorded in them, the legal description is  
correct, the easements and agreements exist in law, and the  
Declarant is the registered owner of the land, subject to and  
with the benefit of the easements and agreements set out.

  
\_\_\_\_\_  
KENNETH H. CRAMER, Solicitor

SCHEDULE "B"

Unit No.    Percentage of Undivided    Percentage Contribution  
             Interest in Common    to Common Expenses  
             Elements

Level 1.

1	25%	25%
2	25%	25%
3	25%	25%
4	25%	25%
TOTAL	<u>100%</u>	<u>100%</u>

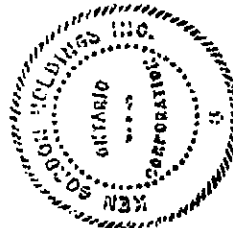
Percentages and calculations contained herein verified by:

KEN GORDON HOLDINGS INC.

Per: 

Kenneth Gordon, President

I have authority to bind the Corporation



Schedule "C"

The vertical boundaries of the Units are:

1. The vertical plane formed by the centreline of the common wall and the production of said centreline;
2. The vertical plane controlled by the distances from the building foundation walls, where applicable, as shown on SHEET 1 of the description;
3. The vertical plane as controlled by the property boundary, where applicable, as shown on SHEET 1 of the description;

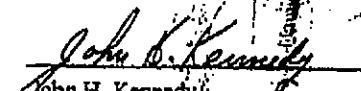
The Units have no horizontal boundaries; they are unlimited vertically.

Notwithstanding the foregoing, a Unit SHALL NOT INCLUDE

1. Pipes, wires, cables, conduits, ducts, flues, shafts, meters and mechanical or similar apparatus which supply any service to other Units or the Common Elements.
2. Public utility lines including those lines used for power, telephone, cablevision, gas, water, sewer or drainage.

A Unit SHALL INCLUDE fixtures and outlets and the other facilities, including building structure which are within the boundaries of the Unit and which serve the Unit only.

Dated at Kemptville, Ontario  
this 24<sup>th</sup> day of November, 1997.

  
John H. Kennedy  
Ontario Land Surveyor



SCHEDULE "D"

Not Applicable

**SCHEDULE "E"**  
**SPECIFICATION OF COMMON EXPENSES**

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

- (a) all sums of money levied against or charged to the corporation on account of any and all public and private suppliers of insurance coverage, services and equipment including, without limiting the generality of the foregoing, levies or charges for:
  - maintenance materials, tools and supplies
  - landscaping of common elements
  - maintenance of common elements including lawn cutting within unit boundaries
  - snow removal throughout the common elements and unit driveways
  - hydro for the common elements only
  - insurance premiums and all costs related to securing insurance coverage
  - maintenance and repair obligations under joint use and maintenance agreement with other landowners
- (b) remuneration payable by the corporation to any employees or independent contractors deemed necessary for the proper operation and maintenance of the property;
- (c) payment of any remuneration including fees and disbursements payable pursuant to any management contract which may be entered into between the corporation and a manager;
- (d) the cost of equipment for use in and about the common elements including the maintenance, repair, or replacement thereof,
- (e) the cost of repairing and replacing the common elements including the water and septic system.
- (f) the cost of legal, accounting, auditing and engineering services or other professional advice and services required by the corporation in the performance by the corporation of its duties and powers,
- (g) the fees and disbursements of the insurance trustee, if any;
- (h) the cost of maintaining fidelity bonds as provided in the by-laws,
- (i) the cost of borrowing money for the purpose of carrying out the objects and duties of the corporation;
- (j) all sums of money assessed by the corporation to be set aside in a reserve fund and to be applied from time to time, in whole or in part, at the absolute discretion of the corporation to the payment of any expenses the corporation deems necessary or desirable for the performance of the objects of the corporation.
- (k) such expenses and charges as are designated as common expenses by this declaration

70.0

1165727

CERTIFICATE OF RECEIPT  
RÉCEPISSE  
OTTAWA-CARLEIGH (4)

'58 NOV 26 16 : 28

  
GAIL BOYD  
CERTIFICATION OFFICER

OCCP  
GOY

61



# Document General

Do Process Software Ltd. • (416) 322-6111

Form 4 — Land Registration Reform Act

File

D

FOR OFFICE USE ONLY

1168330

OTAWA-CARLETON  
CONDOMINIUM CORPORATION (4)

SEP 8 14: 24

*[Signature]*  
SUSAN W. BERG  
REGISTRAR

(1) Registry <input type="checkbox"/>	Land Titles <input checked="" type="checkbox"/>	(2) Page 1 of 20 pages
(3) Property Identifier(s)	Block 15604	Property 0001

Additional: See Schedule (4) Nature of Document  
BY-LAW NO. 1(5) Consideration  
Dollars \$(6) Description  
Units 1, 2, 3 and 4, Level 1, Ottawa-Carleton Condominium Plan 604 and its appurtenant common interests  
Township of Rideau  
Regional Municipality of Ottawa-Carleton  
Ottawa Land Titles Office (No. 4)

New Property Identifiers

Additional: See Schedule 

Executions

Additional: See Schedule 

(7) This Document Contains:	(a) Redescription New Easement Plan/Sketch <input type="checkbox"/>	(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>
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(8) This Document provides as follows:

UNIT	PIN #
2	15604-002
3	15604-003
4	15604-004

Schedule attached with By-Law No. 1

Continued on Schedule 

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

(10) Party(ies) (Set out Status or Interest)  
Name(s)

Signature(s)

Date of Signature

OTAWA-CARLETON CONDOMINIUM CORPORATION 604  
by its solicitor KENNETH H. CRAMER*[Signature]*  
KENNETH H. CRAMER

1998 12 08

(11) Address for Service

c/o 92 Centrepointe Drive, Nepean, Ontario, K2G 6B1

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

Signature(s)

Date of Signature

(13) Address for Service

(14) Municipal Address of Property

Multiple

(15) Document Prepared by:

Kenneth H. Cramer  
Chiarelli, Cramer, Witteveen  
92 Centrepointe Drive  
Nepean, Ontario  
K2G 6B1

Fees and Tax

Registration Fee	50-
Total	

Document prepared using the e-Registration system

OTTAWA-CARLETON CONDOMINIUM CORPORATION NO. 604

BY-LAW NO. 1

CHIARELLI, CRAMER, WITTEVEEN,

Barristers & Solicitors,

92 Centrepointe Drive,

Nepean, Ontario.

K2G 6B1

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SCHEDULE "A" - RULES AND REGULATIONS

OTTAWA-CARLETON CONDOMINIUM CORPORATION NO.

BY-LAW NO. 1

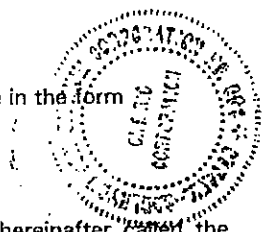
Be it enacted as a by-law of Ottawa-Carleton Condominium Corporation No. 604 (hereinafter referred to as the "Corporation") as follows:

1. DEFINITIONS

1.1 Definitions. The terms used herein shall have ascribed to them the definitions contained in the Condominium Act, R.S.O. 1990, c. C. 26, (hereinafter called "the Act"), and the declaration made in pursuance thereof and registered the 26th day of November, 1998, (the "Declaration")

2. SEAL

2.1 Seal. The corporate seal of the Corporation shall be in the form impressed hereon.



3. REGISTER

3.1 Register. The Corporation shall keep a register (hereinafter called the "Register") respecting the property which shall note the name and address of the owner and mortgagee of each unit who have notified the Corporation of their respective interests in the property. The address of each owner shall be the address of that owner's residential unit and the address of each mortgagee shall be the address shown for it on its mortgage registered in the Land Registry Office for the Registry Division of Ottawa-Carleton No. 4, unless the Corporation is given written notice of a different address by such owner or mortgagee.

4. MEETING OF OWNERS

4.1 Annual Meeting. The annual meeting of the owners shall be held at such place within The Regional Municipality of Ottawa-Carleton at such time and on such day in each year as the board of directors (the "Board") may from time to time determine, for the purpose of hearing and receiving the reports and statements required by the Act and the by-laws of the Corporation, to be read at and laid before the owners at an annual meeting, electing directors, appointing the auditor and fixing or authorizing the Board to fix the auditor's remuneration and for the transaction of such other business as may properly be brought before the meeting. The first annual general meeting shall be called within three (3) months of the date of registration of the Declaration. Subsequently, not more than fifteen (15) months shall elapse between the dates of two (2) successive annual general meetings. At any such meeting, any owner or any mortgagee entitled to vote shall have an opportunity to raise any matter relevant to the affairs and business of the Corporation.

4.2 Special Meeting. The Board shall have the power at any time to call a special meeting of the owners of the Corporation to be held at such time and at such place within the said municipality as may be determined by the Board. The Board shall also call such special meeting upon receipt of requisition in writing made by owners of the Corporation who together own fifty percent (50%) of the units within thirty (30) days of the receipt of such requisition. If the Board does not within thirty (30) days from the date of such notice call such meeting, any of the owners who gave such notice may call such meeting which shall be held within sixty (60) days from the date of the receipt of the requisition. The requisition shall state the nature of the business to be presented at the meeting and shall be signed by the owners requisitioning the meeting and deposited at the address of service of the Corporation.



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4.3 Notices. Notice of the time and place of each annual, regular or special meeting shall be given not less than ten (10) days before the day on which the meeting is to be held, to the auditor of the Corporation and to each owner and mortgagee who is entered on the Register twelve (12) days before the date of the meeting. The Corporation shall not be obliged to give notice to any owners who have not notified the Corporation that they have become an owner or to any mortgagees who have not notified the Corporation that either have become a mortgagee and have been authorized or empowered in their mortgage to exercise the right of the mortgagor to vote. Notice of meetings as hereinbefore required shall have appended to it an agenda of matters to be considered at such meeting. The Board shall, ten (10) days or more before each annual meeting of owners, send by prepaid mail or deliver to all owners or mortgagees entitled to vote at their latest address as shown on the Register a copy of the financial statement and the auditor's report.

4.4 Minutes. Minutes of all meetings shall be kept. A copy of the minutes of meeting of owners and of the Board shall, within ten (10) days of the date of such meeting, be furnished to any mortgagee who has requested the same.

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

4.6 Quorum. At any meeting of owners, a quorum shall be constituted when persons entitled to vote and owning not less than seventy-five percent (75%) of the units are present in person or represented by proxy at such meeting. If thirty (30) minutes after the time appointed for the holding of any meeting of owners, a quorum is not present, the meeting shall be dissolved and shall stand adjourned to such date, time and place as the Board shall determine.

4.7 Right to Vote. At each meeting of owners, every owner shall be entitled to vote, subject to the restrictions of Paragraph 4.13 herein set out, who is entered on the Register as an owner or who has given notice to the Corporation in a form satisfactory to the chair of the meeting that he or she is an owner. If a unit has been mortgaged and the person who mortgaged such unit (or that person's proxy) has expressly authorized or empowered the mortgagee to vote and exercise the right of the owner to vote in respect of such unit and such mortgagee has, at least two (2) days before the date specified in the notice for the meeting, notified the owner and the Corporation of its intention to exercise such right, such mortgagee shall be entitled to vote. Any dispute over the right to vote shall be resolved by the chair of the meeting upon such evidence as the chair may deem sufficient. Each owner or mortgagee shall be entitled to only one (1) vote per unit either on a vote by ballot or by a show of hands.

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

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4.9 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 by proxy for such corporation) upon filing with the secretary of the meeting sufficient proof of its appointment, shall represent the owner or mortgagee at all meetings of the owners of the Corporation and may vote in the same manner and to the same extent as such owner. If there be more than one executor, administrator, committee, guardian or trustee, the provisions of paragraph 4.1 1 of this Article shall apply.

4.10 Proxies. Every owner or mortgagee entitled to vote at meetings of owners may by instrument in writing appoint a proxy, who need not be an owner or mortgagee, to attend and act at the meeting in the same manner, to the same extent and with the same power as if the owner or mortgagee were present at the meeting. The instrument appointing a proxy shall be in writing signed by the appointor or that person's attorney authorized in writing. The instrument appointing a proxy shall be deposited with the secretary of the meeting before any vote is cast under its authority.

4.11 Co-Owners: If a unit or a mortgage on a unit is owned by two or more persons, any one of them present or represented by proxy may in the absence of the other or others vote, but if more than one of them are present or represented by proxy, they shall have only one (1) vote.

4.12 Votes To Govern. At all meetings of owners every question shall, unless otherwise required by the Act or the Declaration or by-laws be decided by a majority of the votes as set out in paragraph 4.8 of this section, duly cast on the question.

4.13 Entitled To Vote. Unless the requirement in connection with the specific matter upon which the vote is being taken stipulates that the resolution must be unanimous, no owner is entitled to vote at any meeting if any contributions to the Corporation payable in respect of that owner's unit are in arrears for more than thirty (30) days prior to the meeting.

## 5 THE CORPORATION

5.1 Duties Of The Corporation. The duties of the Corporation shall include, but shall not be limited to the following:

- (a) controlling, managing and administering the common elements and the assets of the Corporation;
- (b) collecting the common element charges from the owners and the establishment of one or more reserve funds as required by the Act;
- (c) obtaining and maintaining insurance for the property as may be required by the Declaration or by-laws,
- (d) repairing, maintaining and restoring the common elements in accordance with the provisions of the Act, the Declaration and by-laws;
- (e) maintaining adequate records of the financial affairs of the Corporation;
- (f) preparing a budget annually and causing audits to be made after every year end and making auditors' statements available to the owners and mortgagees;
- (g) supplying water, heat and hydro to the common elements,
- (h) effecting compliance by the owners with the Act, the Declaration, the by-laws and the rules; and



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(i) generally performing its obligations under the Act.

5.2 Powers Of The Corporation. The powers of the Corporation shall include but shall not be limited to the following:

(a) employment and dismissal of personnel necessary for the maintenance and operation of the common elements,

(b) adoption and amendment of rules and regulations concerning the operation and use of the common elements;

(c) employing a manager at a compensation to be determined by the Board, to perform such duties and services as the Board shall authorize;

(d) obtaining and maintaining fidelity bonds in such amounts as the Board may deem reasonable for such officers, directors or employees as are authorized to receive or disburse any funds on behalf of the Corporation,

(e) investing reserves held by the Corporation, as the Board may deem advisable,

(f) to settle, adjust, compromise or refer to arbitration any claim or claims which may be made upon or which may be asserted on behalf of the Corporation;

(g) the borrowing of such amounts as in the board's discretion are necessary or desirable in order to protect, maintain, preserve or ensure the due and continued operation of the property in accordance with the Declaration and By-Laws of the Corporation to a maximum sum equal to one-half of the annual estimated budget for any one occurrence and provided always that any such borrowing shall be without mortgage, pledge or charge of any of the assets of the Corporation,

(h) the borrowing of such amounts in excess of an amount equal to one-half of the annual estimated budget in any fiscal year in accordance with the guidelines set forth in subparagraph (g) above, and/or the securing of any such loan by mortgage, pledge or charge of any asset (other than the reserve fund) of the Corporation subject, in any such instance, to approval of such loan and/or the provisions of such security by vote of the owners at a meeting of the Corporation duly called for such purpose;

(i) to retain and hold any securities or other property, whether real or personal, which shall be received by the Corporation, whether or not the same is authorized by any law, present or future for the investment of trust funds.

(j) to sell, convey, exchange, assign or otherwise deal with any real or personal property at any time owned by the Corporation at such price, on such terms, and in such manner as the Corporation in its sole discretion deems advisable and to do all things and execute all documents required to give effect to the foregoing, subject to the requirements of the Act,

## 6. BOARD OF DIRECTORS

6.1 Affairs Of The Corporation. The affairs of the Corporation shall be managed by the Board.

6.2 Quorum. Until changed by a by-law, the number of directors shall be four (4) of whom three (3) shall constitute a quorum for the transaction of business at any meeting of the Board. Notwithstanding vacancies, the remaining directors may exercise all the powers of the Board so long as a quorum of the Board remains in office

6.3 Qualifications. Each director shall be eighteen (18) or more years of age and need not be an owner of the Corporation. No undischarged bankrupt or mentally incompetent person shall be a director and, if a director becomes a bankrupt or a mentally incompetent person, he or she thereupon ceases to be a director.

6.4 Consent. No election or appointment of a person as a director shall be effective unless:

- (a) that person consents in writing to act as a director before his or her election or appointment or within ten (10) days thereafter, or
- (b) that person was present at the meeting when he or she was elected or appointed and did not refuse at that meeting to act as a director.

6.5 Election and Term

(a) The directors of the Corporation elected at the first meeting of the owners held to elect directors shall hold office until the next annual meeting of the owners or the meeting of owners set out in subparagraph (b) of the within clause whichever event first occurs.

(b) The Board elected at a time when the Declarant *owns* a majority of the units shall, not more than twenty-one (21) days after the Declarant ceases to be the registered owner of a majority of the units, call a meeting of the owners of the Corporation to elect a new Board, and such meeting shall be held within twenty-one (21) days after the calling of the meeting. If the meeting referred to above is not called within the time provided for, any owner of the Corporation or any mortgagee or chargee entitled to vote may call the meeting.

6.6 Filling Of Vacancies And Removal Of Directors.

(a) If a vacancy in the membership of the Board occurs other than by way of removal by the owners or as a result of the number of directors being increased, subject to subparagraph (c) of this paragraph 6, the majority of the remaining owners of the Board may appoint any person qualified to be a member of the Board to fill the vacancy until the next annual meeting at which time the vacancy shall be filled by election by the owners.

(b) Where the number of directors is increased, the vacancies resulting from such increase shall only be filled by election at a meeting of the owners duly called for that purpose.

(c) When there is not a quorum of directors in office, the director or directors then in office shall forthwith call a meeting of owners to fill the vacancies and, in default or if there are no directors then in office, the meeting may be called by an owner.

(d) Any director may be removed before the expiration of his term by a vote of owners who together own a majority of the units and the owners may elect, in accordance with the by-laws dealing with the election of directors, any person qualified to be a member of the Board for the remainder of the term of the director removed.

6.7 Calling Of Meetings. Meetings of the Board shall be held from time to time at such place and at such time and on such day as the president or any two (2) directors may determine, and the secretary shall call such meetings when directly authorized by the president or by any two (2) directors. A quorum of directors may at any time call a meeting of the directors for the transaction of any

business, the general nature of which is specified in the notice calling the meeting. Notice of any meeting so called shall be given personally or by ordinary mail, to each director not less than forty-eight (48) hours (excluding any part of a Sunday or of a holiday as defined by the Interpretation Act) before the time when the meeting is to be held, save that no notice of 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.

6.8 Regular Meeting. The Board may appoint a day or days in any month or months for regular meetings at a place and hour to be named. A copy of any resolution of the Board fixing a place and time of regular meetings of the Board shall be sent to each director forthwith after being passed, but no other notice shall be required for any such regular meeting.

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

6.10 Interest Of Directors In Contracts. No director shall be disqualified by virtue of being a director from contracting with the Corporation nor shall any contract or arrangement entered into by or on behalf of the Corporation with any director or any firm or Corporation in which any director is in any way interested be avoided, nor shall any director so contracting or being so interested be liable to account to the Corporation for any profit realized by any such contract or arrangement by reason of such director holding such office or of the fiduciary relationship thereby established provided that the provisions of paragraph 6. 11 are complied with.

6.11 Declaration of Interest. It shall be the duty of every director of the Corporation who is in any way, whether directly or indirectly, interested in a contract or arrangement or proposed contract or arrangement with the Corporation to declare such interest and to refrain from voting in respect thereto; provided however, that such prohibition against voting shall not apply during such time as the declarant who registered the declaration is represented on the Board by two (2) or more directors.

6.12 Indemnity Of Directors And Officers. All of the directors or officers of the Corporation and their heirs, executors, administrators 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 they sustain or incur in respect of any action, suit or proceeding that is proposed or commenced against them or any one of them for or in respect of anything done or permitted by them in respect of the execution of the duties of their respective offices; and

(b) all other costs, charges and expenses that they sustain or incur in respect to the affairs of the Corporation, provided that.

(i) no directors or officers of the Corporation shall be indemnified by the Corporation in respect of any liability, costs, charges or expenses that they sustain or incur in or about any action, suit or other proceeding as a result of which they are adjudged to be in breach of any duty or responsibility imposed upon them under the Act or under any other statute unless, in an action brought against them in their capacity as director or officer, they have achieved complete or substantial success as a defendant.

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(ii) the Corporation is advised of any such action, suit or other proceeding, or cost, charge or expense, forthwith after the director or officer receives notice thereof, and

(iii) the Corporation is given the right to join in the defence of the action, suit or proceeding.

6.13 Insurance. The Corporation may purchase and maintain insurance for the benefit of a director or officer thereof except insurance against a liability, cost, charge or expense of the director or officer incurred as a result of a contravention of paragraph 6.12 herein.

## 7. OFFICERS

7.1 Elected Officers. At the first meeting of the Board after each election of directors, the Board shall elect from among its members a president. In default of such elections the then incumbent, if a member of the Board, shall hold office until his successor is elected. A vacancy occurring from time to time in such office may be filled by the Board from among its members.

7.2 Appointed Officers. From time to time the Board shall appoint a secretary and treasurer and may appoint one or more vice-presidents, a general manager and such other officers as the Board may determine, including one or more assistants to any of the officers so appointed. The officer so appointed may but need not be a member of the Board. One person may hold more than one office and if the same person holds both the office of secretary and the office of treasurer such person may be known as secretary-treasurer.

7.3 Term Of Office. In the absence of written agreement to the contrary the Board may remove at its pleasure any officer of the Corporation

7.4 President. The president shall, when present, preside at all meetings of the owners and of the Board and shall be charged with the general supervision of the business and affairs of the Corporation. Except when the Board has appointed a general manager or managing director, the president shall also have the powers and be charged with the duties of that office.

7.5 Vice-President. During the absence of the president the duties of the president may be performed and the powers of same may be exercised by the vice-president, if one has been appointed, save that the vice-president shall not preside at a meeting of the Board or at a meeting of owners, if such vice-president is not qualified to attend the meeting as a director or owner, as the case may be. If a vice-president exercises any such duty or power, the absence of the president shall be presumed with reference thereto. A vice-president shall also perform such duties and exercise such powers as the Board may prescribe.

7.6 General Manager. The general manager, if one be appointed, shall have the general management and direction subject to the authority of the Board and the supervision of the president, of the Corporation's business and affairs and the power to appoint and remove any and all employees and agents of the Corporation not elected or appointed directly by the Board and to settle the terms of their employment and remuneration. The general manager may be appointed to the Board upon such term of employment and compensation that the Board may approve.

7.7 Secretary. The secretary shall give or cause to be given all notices required to be given to the owners, directors, auditors, mortgagees and all others entitled thereto; the secretary shall 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 the secretary shall be the custodian of all books, papers, records, documents and other instruments belonging to the Corporation and shall perform such other duties as may from time to time be prescribed by the Board.

7.8 Treasurer. The treasurer shall keep or cause to be kept full and accurate books of account in which shall be recorded all receipts and disbursements of the Corporation and under the direction of the Board shall control the deposit of money, the safekeeping of securities and the disbursements of the funds of the Corporation; the treasurer shall render to the Board at the meeting thereof or whenever required an account of all his or her transactions as treasurer and of the financial position of the Corporation; and he or she shall perform such other duties as may from time to time be prescribed by the Board.

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

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

7.11 Compensation. There shall be no compensation paid to any officer comprising the Board, whether elected or appointed.

8. BANKING ARRANGEMENTS AND CONTRACTS

8.1 Banking Arrangements. The banking business of the Corporation or any part thereof shall be transacted with such bank or trust company as the Board may designate, appoint or authorize from time to time by resolution and all such banking business or any part thereof shall be transacted on the Corporation's behalf by such one or more officers or other persons as the Board may designate, direct or authorize from time to time by resolution and, to the extent therein provided, including, without restricting the generality of the foregoing, the operation of the Corporation's accounts, the making, signing, drawing, accepting, endorsing, negotiating, lodging, depositing or transferring of any cheques, promissory notes, drafts, acceptances, bills of exchange and orders relating to any property of the Corporation, the execution of any agreement relating to any such banking business and defining the rights and powers of the parties thereto, and the authorizing of any officer of such banking to do any act or thing on the Corporation's behalf to facilitate such banking business.

8.2 Execution of Instruments. Transfers/deeds of lands, assignments, contracts and obligations on behalf of the Corporation may be signed by the president or a vice-president together with the secretary or treasurer or any other director. Any contract or obligations within the scope of any management agreement entered into by the Corporation may be executed on behalf of the Corporation in accordance with the provisions of such management agreement. Notwithstanding any provisions to the contrary contained in the by-laws of the Corporation, the Board may at any time and from time to time direct the manner in which and the person or persons by whom any particular transfer/deed of land, contract, obligation or certificate or any class of transfer/deed of land, contract, obligation or certificate of the Corporation may or shall be signed.



9. FINANCIAL

9.1 Financial Year. Until otherwise ordered by the Board, the financial year of the Corporation in each year shall end on the 31<sup>st</sup> day of December.

10. NOTICE

10.1 Method Of Giving Notice By The Corporation. Any notice, communication or other document, including budgets and notices of assessments required to be given or delivered by the Corporation, shall be sufficiently given if delivered personally to the person to whom it is to be given or if delivered to the address noted in the Register, or if mailed by prepaid ordinary mail in an envelope addressed to such person at such address. Any notice, communication or other document to be given by the Corporation to any other person entitled to notice and who is not an owner shall be given or delivered to such person in the manner aforesaid to the address shown for such person on the Register. Such notice, communication or document shall be deemed to have been given when it is delivered personally or delivered to the address aforesaid, provided that a notice, communication or document so mailed shall be deemed to have been given when deposited in a post office or public letter box. Notwithstanding the foregoing, if a meeting of owners is held pursuant to subsection 42(2) of the Act, notice thereof shall be given to each mortgagee who has notified its interest to the Corporation by registered mail at such address as is given by each mortgagee to the Corporation for the purpose of notice, and each such notice shall be deemed to have been received and to be effective on the first business day following the day on which it was mailed.

10.2 Notice To The Board Or Corporation. Any notice, communication or other document to be given to the Board or Corporation shall be sufficiently given if mailed by prepaid ordinary mail in an envelope addressed to it at the address for service of the Corporation set out in the Declaration. Any notice, communication or document so mailed shall be deemed to have been given when deposited in a post office or public letter box..

10.3 Omissions And Errors. The accidental omission to give any notice to anyone entitled thereto or the non-receipt of such notice or any error in any notice not affecting the substance thereof shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise founded thereon.

11. ASSESSMENT AND COLLECTION OF COMMON EXPENSES

11.1 Duties of the Board. All expenses, charges and costs of maintenance or replacement of the common elements and any other expenses, charges or costs which the Board may incur or expand pursuant hereto shall be assessed by the Board and levied against the owners in the proportions in which they are required to contribute to the common expenses as set forth in the Declaration. The Board shall from time to time and at least annually prepare a budget for the property and determine by estimate the amount of common expenses for the next ensuing fiscal year or remainder of the current fiscal year as the case may be. The Board shall allocate and assess such common expenses as set out in the budget for such period among the owners, according to the proportion in which they are required to contribute to the common expenses as set forth in the Declaration. In addition, the Board shall provide in the annual budget a reserve fund for contingencies, working capital, deficits or replacements, which reserve fund shall be an asset of the Corporation. The Board shall advise all owners promptly in writing of the amount of common expenses payable by each of them respectively determined as aforesaid, and shall deliver copies of each budget on which such common expenses are based, to all owners and mortgagees entered on the Register.

11.2 Owners' Obligations Each owner shall be obliged to pay to the Corporation or as it may direct the amount of such assessment in equal monthly payments by post-dated cheques annually 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.

11.3 Additional Contributions to Common Expenses. Where an owner has been assessed for an additional contribution to the common expenses by reason of the failure of the owner to repair or maintain his or her unit pursuant to the provisions of the Declaration or the by-laws of the Corporation or for any reason as a result of which such owner is liable to pay an additional contribution to the common expenses, such contribution shall be payable forthwith and in default of such payment shall be recoverable by the Corporation in the same manner as unpaid assessment of common expenses.

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

11.5 Default In Payment Of Assessment.

(a) In addition to any remedies or liens provided by the Act, if any owner is in default in payment of an assessment levied against such owner, for a period of fifteen (15) days, then such amount together with the balance of the most recent assessment shall accelerate and immediately become due and payable, and the Board may bring legal action for and on behalf of the Corporation to enforce collection thereof and there shall be added to any amount found due all costs of such action including costs as between a solicitor and his own client.

(b) Arrears of payments required to be made under the provisions of this section 11 shall bear interest at the rate of three per cent (3%) over the prime rate per annum established by the Bank of Canada from time to time and shall be compounded monthly until paid.

12. **DEFAULT**

12.1 Notice of Unpaid Common Expenses. The Board whenever so requested in writing by an owner or mortgagee entered on the Register, shall promptly report any then unpaid common expenses due from, or any other default by, any owner, and any common expenses assessed or other money claims by the Corporation against any owner, which are thirty (30) days past due.

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

13. **INSURANCE CLAIMS**

13.1 Insurance Claims. Any owner requiring the Corporation to make a claim pursuant to the Corporation's insurance policy on the owner's behalf shall be required to pay any deductible required to be paid under such insurance policy if the Board of Directors of the Corporation determines in its sole and unfettered discretion, acting reasonably, that such damage or loss claimed is the result of acts or omissions of the owner, or a tenant or occupant of the owner's unit, or any

invitee thereof All such deductibles to be paid by any owner or owners from time to time are deemed to be additional contributions toward the common expenses and recoverable as such from such owner or owners, or recoverable by any other procedure the Corporation elects.

14. RULES AND REGULATIONS

14.1 Rules And Regulations. The rules and regulations attached hereto as Schedule "A" shall be observed by the owners and occupants of the units. The Board may amend such rules or may make such further and other rules as required to promote the safety, security, or welfare of the owners and of the property or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and of the units.

14.2 Effective Date. Any rule made by the Board shall be effective thirty (30) days after notice thereof has been given to each owner unless the Board is in receipt of a requisition in writing requiring a meeting of the owners to consider the rules.

14.3 Amendments By Owners. The owners may at any time after a rule becomes effective amend or repeal a rule at a meeting of the owners duly called for that purpose.

15. MISCELLANEOUS

15.1 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.

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

5.3 Waiver. No restriction, condition, obligation or provision contained in this by-law shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.

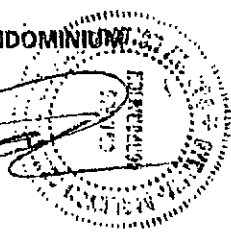
15.4 Headings. The headings in the body of this by-law form no part thereof but shall be deemed to be inserted for convenience of reference only.

Ottawa-Carleton Condominium Corporation No. 604 hereby enacts the foregoing by-law having been duly approved by the Directors of the Corporation and confirmed without variation by the Declarant which owns 100% of the units, pursuant to the provisions of the Condominium Act, R S O 1990, C. 26, as amended.

DATED at the Township of Rideau, this 7<sup>th</sup> day of December, 1998.

OTTAWA-CARLETON CONDOMINIUM CORPORATION No. 604

PER   
Name: Ken Gordon  
Title: President



SCHEDULE "A"

RULES AND REGULATIONS

The following rules and regulations shall be observed by the owners. The term "owner" shall include the owner or any other person occupying the unit with the owner's approval, the term "property" shall include the units and the common elements comprising the Corporation, and the term "common elements" shall include all exclusive use common elements unless otherwise specifically provided herein. Failure of the Board or manager to enforce any rule or regulation on any occasion or occasions shall not be construed as a change in the rules or as permission to continue or repeat a breach of such rule or regulation. Any loss, cost or damages incurred by the Corporation by reason of a breach of any rules and regulations in force from time to time by any owner, the owner's family, guests, servants, agents or occupants of that unit, shall be borne by such owner and may be recovered by the Corporation against such owner in the same manner as common expenses.

1. GENERAL

(a) Use of the common elements and units shall be subject to the Rules which the Board may make to promote the safety, security or welfare of the owners and of the property or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and of other units.

(b) Rules as deemed necessary and altered from time to time by the Corporation shall be binding on all unit owners and occupants, their families, guests, visitors, servants or agents.

(c) Only domestic pets or animals shall be allowed or kept in or about any unit or the common elements. Without limiting the generality of the foregoing, owners are prohibited from keeping in any unit or in any other part of the property dogs which are trained as attack or security dogs. Permitted pets or animals shall not be allowed to create a disturbance. Any pets or animals making disturbing noises or behaving objectionably are liable to be removed from the property. Any pet or animal which, in the opinion of the Board, constitutes a nuisance, shall not be allowed or kept in or about any unit or the common elements or any part thereof. Any owner who keeps a pet or animal on the property or any part thereof in violation of this rule shall, within two (2) weeks of receipt of a written notice from the Board or the manager requesting the removal of such pet or animal, permanently remove such pet or animal from the property.

(d) Pet owners are required to "stoop and scoop" on the property. Pet owners should also ensure that the eventual disposal (including disposal of cat litter) is performed in a sanitary manner.

(e) No owner or occupant shall create or permit the creation of or continuation of any noise or nuisance which, in the sole discretion of the Board, may or does disturb the comfort or quiet enjoyment of the property by other owners or occupants or their families, guests, visitors, servants and persons having business with them.

(f) Any repairs to the units or common elements shall be made only during reasonable hours.

(g) Owners shall permit entry into their units by persons duly authorized by the Board in writing for the purpose of spraying for pest control. Owners shall advise the Board as soon as possible of any pests in their unit.

2. SECURITY

No owner or occupant shall place or cause to be placed on the access doors to any unit, additional or alternate locks, without the prior written approval of the Board. All door locks and keys must be compatible with the lock systems on the property.

3. SAFETY

Owners and occupants shall not overload existing electrical circuits.

(a) No stores of coal or any combustible or offensive goods, provisions or materials shall be kept on the property including firecrackers or other fireworks.

(b) Owners or occupants of dwelling units shall not tamper with nor cause the fire alarms, the smoke detectors or heat sensors to unnecessarily activate.

4. COMMON ELEMENTS

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

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

(c) No sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside or outside of the buildings or common elements whatsoever except where authorized by the Board.

(d) The sidewalks, walkways and roadways which are part of the common elements shall not be obstructed by any of the owners or occupants or used by them for any purpose other than for ingress and egress to and from the buildings, a unit or some other part of the common elements.

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

(f) No television antenna, aerial, tower or similar structure and appurtenances thereto shall be erected on or fastened to any unit.

(g) No goods and chattels may be left or stored on the common elements including exclusive use common elements except as specifically authorized by the Declaration, by-laws and rules and regulations of the Board.

(h) No clothesline shall be erected nor shall clothes be allowed to dry outside of a unit.

(i) No owner may substantially alter the landscaping of the front or rear yard of the unit without obtaining the written consent of the Board.

5. DWELLING UNITS

(a) No owner or occupant shall make any major plumbing, electrical, mechanical, structural or television cable alteration in or to the unit without the prior consent of the Board.

(b) No window shall be covered except with curtains, drapery, vertical or horizontal blind, wooden shutters or similar window coverings.

(c) The water closets and other water apparatus shall not be used for purposes other than those for which they are constructed and no sweepings, garbage, rubbish, rags, ashes or other substances shall be thrown therein. Any damage resulting to them from misuse or from unusual or unreasonable use shall be borne by the owner who, or whose family, guests, visitors, servants, clerks or agents shall have caused it.

(d) No owner shall do, or permit anything to be done in that owner's unit or bring or keep anything therein which will in any way increase the risk of fire or the rate of fire insurance on any building, or on property kept therein or result in the cancellation or threat of cancellation of any policy of insurance arranged by the Corporation; or obstruct or interfere with the rights of other owners; or do anything which is, on a reasonable standard, bound to annoy them or conflict with the laws relating to fire or with the regulations of the Fire Department or with any insurance policy carried by the Fire Department or with any insurance policy carried by the Corporation or any owner or conflict with any of the rules and ordinances of the Board of Health or with any statute or municipal by-law.

(e) Should the occupation or use of a unit result in an increase of premium payable by the Corporation for any policy or policies of insurance, then the owner of such unit shall be liable to the Corporation for the increased premium payable which shall be charged back to the owner as additional contributions towards common expenses and shall be recoverable as such.

(f) No owner shall construct any object, article, item or thing on the Property nor shall any owner repair same on the Property except within the owner's dwelling unit.

**6. MOTOR VEHICLES, PARKING AND PARKING SPACES**

(a) No parking space shall be used for any purpose other than to park one operable passenger vehicle that is either a private passenger automobile, station wagon, compact van or jeep or motorcycle or one light truck, one ton or less. No trailer or camper with or without eating or sleeping accommodation and no commercial vehicles shall be parked or stored on the property.

(b) No repairs, lubrication or oil change shall be made to any motor vehicle on any part of the common elements.

(c) No motor vehicle shall be driven on any part of common elements at a speed in excess of the posted speed.

(d) No owner or occupant shall park a motor vehicle on any part of the common elements.

**7. GARBAGE DISPOSAL**

The owner shall not place, leave or permit to be placed or left in or upon the common elements any debris, refuse or garbage. Such debris, refuse or garbage shall be contained in properly sealed refuse bags and properly secured containers equipped with a locking lid to prevent mess, odours and disintegration, and shall be placed on the garbage areas designated for reception of garbage by the Board from time to time. Newspapers, magazines, bottles, tin cans and such other items or objects as the Board may determine shall be placed in bins specifically designated for that purpose, if any. Such debris, refuse or garbage secured in the manner set out above, shall only be placed on the garbage area after 9:00 p.m. the night before garbage pick-up and before 7:00 a.m. the day of garbage pick-up. Garbage containers shall be removed from the garbage area as soon as possible after garbage pick-up occurs, but in any event no later than 10:00 p. m. on that day.

**8. ADDITIONAL RULES AND ENFORCEMENT**

The rules shall be reasonable and consistent with the Act, the declaration and by-laws and the owners may at any time after a rule becomes effective amend or repeal a rule at a meeting of owners duly called for that purpose.

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Condominium Act

CERTIFICATE

OTTAWA-CARLETON CONDOMINIUM CORPORATION NO. 604,  
hereby certifies that the By-Law Number 1 attached hereto was made in  
accordance with the *Condominium Act*, being Chapter C.26 of the Revised Statutes  
of Ontario, 1990 and any amendments thereto, the Declaration and the By-laws of  
the Corporation, and that the said By-law No.1 has not been amended and is in full  
force and effect.

DATED at Nepean this 8<sup>th</sup> day of December, 1998.

OTTAWA-CARLETON CONDOMINIUM  
CORPORATION NO. 604

Per:



Kenneth H. Cramer  
Secretary



20



Schedule "A"

**OTTAWA-CARLETON CONDOMINIUM CORPORATION NO. 604**

**BY-LAW NO. 2**

BE IT ENACTED as By-Law No. 2 (being a by-law to define standard units) of Ottawa-Carleton Condominium Corporation No. 604 (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 unit in this condominium, for the purpose of Section 99 of the Act (insurance).
- (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 schedule 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, being Sheets 1 to 12 of Part 2 of the description) of the condominium. In the case of any inconsistency between the declaration or description and the schedules to this By-Law, the schedules to this By-Law shall prevail.
- (5) All 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 4 (four) different classes of standard units. Each class is based upon a different model of unit in this condominium. The standard unit for each class or model is defined and described further in plans and specifications contained in the schedule(s) indicated for the particular class. The classes and schedule(s) are as follows:

Class Number	Class Description	Units	Schedule(s)
1	Model A	Unit 3, Level 1	1 & 2
2	Model B	Unit 2, Level 1	1 & 3
3	Model C	Unit 1, Level 1	1 & 4
4	Model D	Unit 4, Level 1	1 & 5

**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.

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 18<sup>th</sup> day of August, 2004.

**OTTAWA-CARLETON CONDOMINIUM CORPORATION NO. 604**

MARION ROGERS  
 Print Name:  
 Print Title: President

[Signature]  
 I have authority to bind the Corporation.

Version 5.2 – February 2003

© All rights reserved.

This document was prepared by Nelligan O'Brien Payne LLP for OCCC #604 based on a thorough review of all relevant documentation and the specific circumstances of this condominium. This document may not be appropriate for another condominium.

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

**Schedule "1"**  
**Ottawa-Carleton Condominium Corporation No. 604**  
**Specifications**

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

**SECTION ONE: GENERAL SPECIFICATIONS**

**Interior**

- Doors:** Colonial doors with brass (Hurnigton) knobsets.  
**Windows:** Vinyl thermo glazed windows complete with screens as required  
**Floors:** 36 oz. carpet throughout except in Kitchen, Bathrooms, Laundry Room and Foyer which have vinyl flooring  
**Trim:** Colonial interior trim, including doors  
**Walls:** 1/2" Drywall, primed and painted with 2 coats of paint  
**Ceilings:** 1/2" drywall, stipple ceilings except for Kitchen and Bathrooms which are smooth ceilings

**Electrical, Plumbing and Mechanical Systems:**

- Gas Furnace
- Heat Recovery Ventilator
- Pre-wired for cable and telephone
- Underground services: gas, hydro, bell and cable
- Sump pump
- 40 gal gas hot water tank
- Heating ducts sized for future air-conditioning
- 200 amp electrical panel
- Hard wired smoke detector

**SECTION TWO: INDIVIDUAL AREAS**

**Foyers**

- Double closet with colonial doors, pre-finished shelving and metal rod
- Metal and glass ceiling light fixture mounted flush to ceiling
- Steel entrance door into units

**Hullways and Stairs**

- Oak stair railings
- Double linen closet with colonial door and five pre-finished shelves
- Metal and glass ceiling light fixture mounted flush to ceiling

**Living/Dining Room (Open concept)**

- Chandelier in dining room area
- Gas fireplace with mantel, ceramic tile hearth, brass surround, standard screen, firebox and flue in Classes 3 and 4

**Sun Room (Class 3)**

- Central ceiling light fixture with three track lights
- Standard Colonial Double French doors
- Vinyl thermo glazed sliding glass doors in vinyl frame complete with screen

**Kitchen**

- Metal and glass ceiling light fixture mounted flush to ceiling

- Oak veneer Kitchen cabinets
- Range hood vented in accordance with applicable code requirements
- Formica countertops
- Double stainless steel sink with single lever control faucet and vegetable spray
- Rough-in for future dishwasher

#### **Main Bathroom (Classes 2, 3 and 4)**

- 4 bulb wall mounted metal light fixture (over sink)
- Exhaust fan vented as per all applicable code requirements
- Tub with shower curtain rod and ceramic tile surround up to ceiling
- Single sink white lacquered vanity
- Formica countertop
- Ceramic sink with single lever control faucet
- Standard toilet
- Standard bath tub with single lever control faucet, standard shower head and shower curtain rod
- 36" x 26" unframed mirror
- Ceramic toilet paper hold, towel bar and soap dish
- Melamine medicine cabinet with brass and ceramic doorknob

#### **Laundry Area**

- Metal and glass ceiling light fixture mounted flush to ceiling
- White lacquered cabinets
- Laundry tub
- Washer and dryer connections

#### **Master Bedroom**

- Ensuite bath
- Walk in closet with standard interior door, two pre-finished shelves, two metal hanging rods and lighting in all Classes
  - Class 1 – Has one additional double closet with colonial doors, pre-finished shelving and metal hanging rod
  - Class 4 – Has two additional double closets with colonial doors, pre-finished shelving and metal hanging rod

#### **Ensuite Bath**

- Metal and glass ceiling light fixture mounted flush to ceiling
- Exhaust fan vented as per all applicable code requirements
- Standard toilet
- Soaker tub with single lever control faucet, standard shower head and shower curtain rod
- Ceramic tile surround  $\frac{3}{4}$  of the way up the wall
- Shower stall with vinyl tile surround (height of stall) in Class 3
- Single sink white lacquered vanity
- Formica countertops
- Ceramic sink with single lever control faucet
- 36" x 62" unframed mirror
- Ceramic toilet paper hold, towel bar and soap dish
- Melamine with brass and ceramic doorknob

#### **Secondary Bedrooms**

- Metal and glass ceiling light fixture mounted flush to ceiling
- Double closet with colonial doors, 1 pre-finished closet shelf and metal hanging rod

**Basement (Unfinished)**

- Poured concrete floor (three feet below grade), 2 x 4 stud walls with insulation and vapor barrier, 2 x 4 exposed ceiling, standard unfinished staircase and 3 pull- cord ceiling lights (no fixture – just bulb)

**Garage**

- Double car garage in Classes 3 and 4
- Single car garage in Classes 1 and 2
- Automatic garage door opener with remote and keypad
- Concrete floor
- Metal Doors
- Naked bulb lighting
- Drywall on wall adjacent to unit

**EXTERIOR****Floor Framing**

- Tyvek header wrap
- Pre-engineered floor joists
- ¾" OSB floor sheathing, glued to joists

**Wall Framing**

- 2 x 6" studs @ 16" o.c. for exterior walls
- 2 x 4" studs @ 16" o.c. for interior walls
- Tyvek building wrap

**Roof Framing**

- Pre-engineered roof trusses @ 24" o.c.
- 7/16" OSB roof sheathing c/w H chips
- Felt paper eave protection
- Metal roof flashing

**Insulation**

- All insulation to meet R2000 standards
- R12 full height basement insulation
- R20 exterior wall insulation
- R40 attic insulation
- R12 interior wall insulation
- 6 mil. Air vapour barrier

**Exterior Finishes**

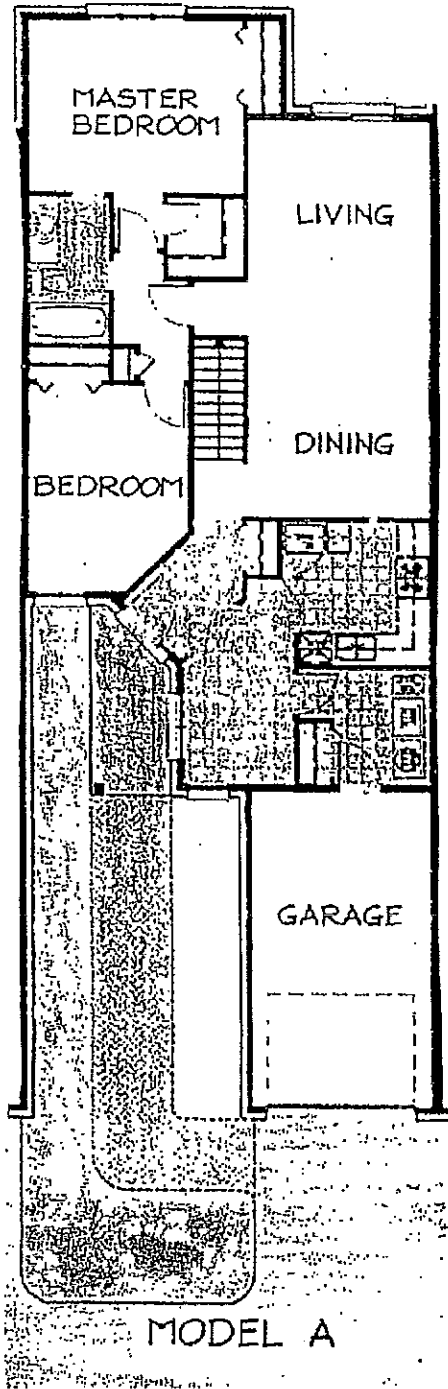
- Brick veneer
- Vinyl siding (gable roof areas)
- Eavestroughing
- Asphalt driveway
- Interlock walkways, and rear patio
- Sodded rear and front yards (extending 6 m)
- Privacy fence between models (rear yard)
- Deadbolts for exterior doors

**Standard Features**

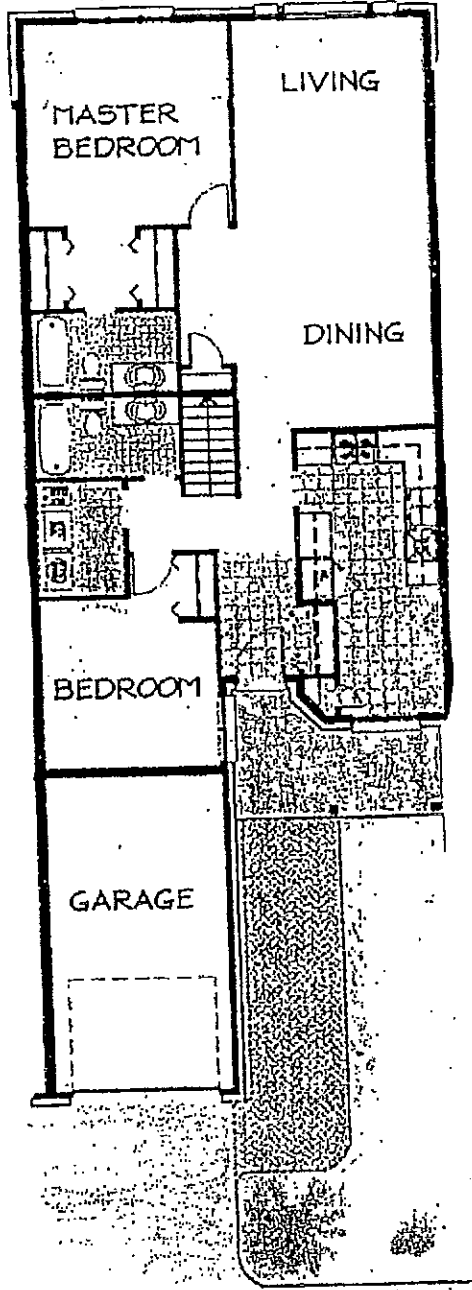
Unless otherwise indicated herein, the following items shall simply be of standard quality and installation and in accordance with all relevant or applicable codes and regulations:

- light switch and cover plates
- electrical outlets and cover plates
- plumbing
- drains
- insulation
- ducting, venting and associated fans
- door hardware
- smoke detectors
- vapour barrier
- electrical wiring
- paint
- trim
- cabinet hardware (bathroom(s) and kitchen)
- door bells – front and back
- Footings
- Foundations
- Foundation Drainage
- Damproofing
- Parging
- Party Walls
- Trees
- Hose Connections

Schedule "2"  
Ottawa-Carleton Condominium Corporation No. 604  
Floor Plan for Class 1 - Model A



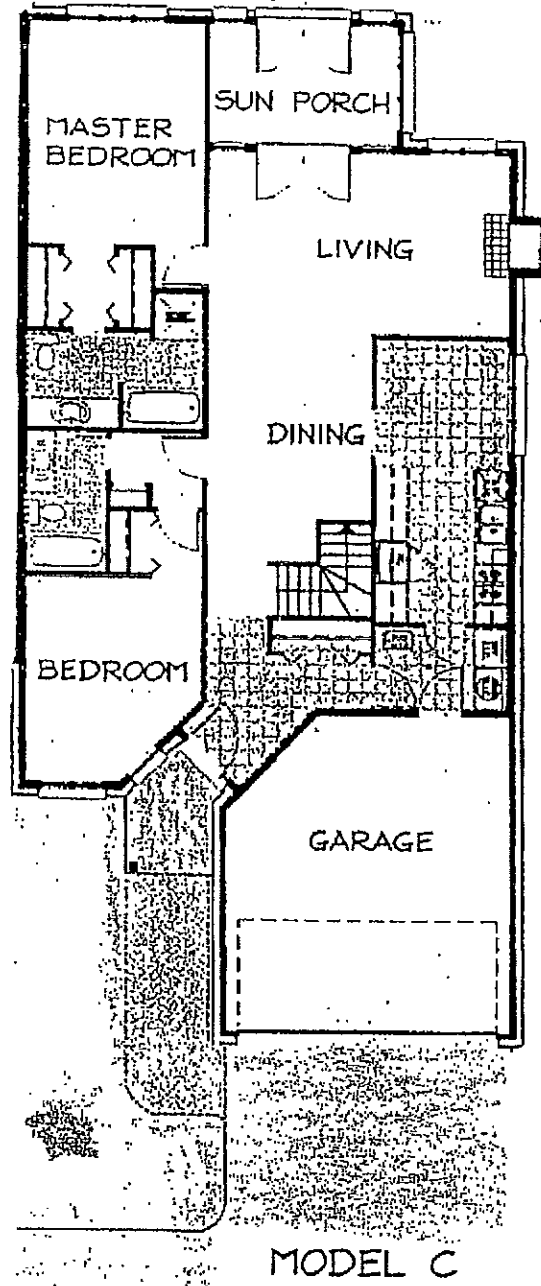
Schedule "3"  
Ottawa-Carleton Condominium Corporation No. 604  
Floor Plan for Class 2 - Model B



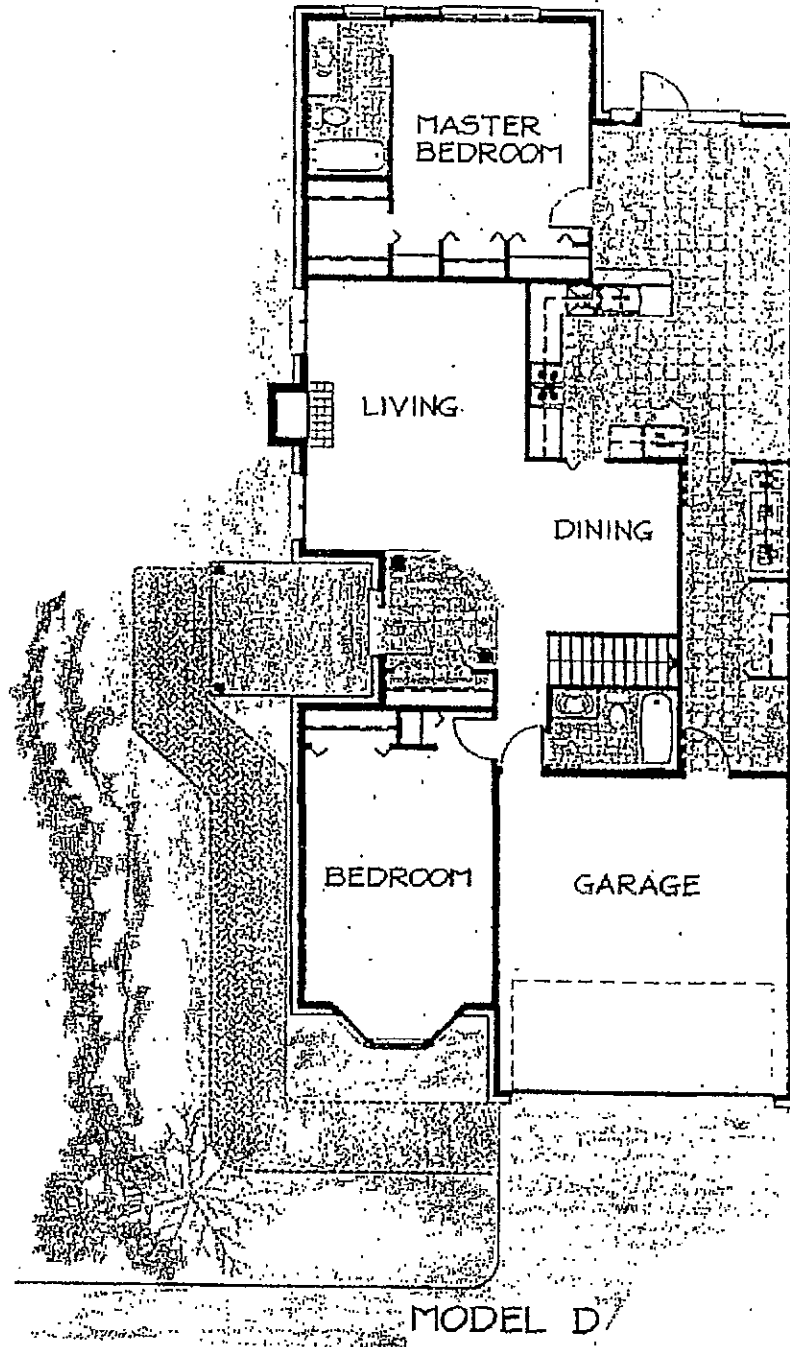
MODEL B



Schedule "4"  
Ottawa-Carleton Condominium Corporation No. 604  
Floor Plan for Class 3 - Model C



Schedule "5"  
Ottawa-Carleton Condominium Corporation No. 604  
Floor Plan for Class 4 - Model D



Schedule "A"

OTTAWA-CARLETON CONDOMINIUM CORPORATION NO. 604

BY-LAW NO. 3

BE IT ENACTED as By-law No. 3 (being a By-law respecting insurance deductibles) of Ottawa-Carleton Condominium Corporation No. 604 (hereinafter referred to as the "Corporation") as follows:

**ARTICLE I.  
DEFINITIONS**

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

In this By-law, the term "deductible" means: The amount that is the lesser of the cost of repairing the damage and the deductible limit of the insurance policy obtained by the Corporation (in the case of an insurable event under the said policy).

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

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

**ARTICLE III.  
INSURANCE DEDUCTIBLES**

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

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

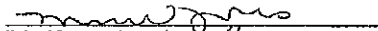
**ARTICLE IV.  
MISCELLANEOUS**

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

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

DATED this 16<sup>th</sup> day of November, 2006.

OTTAWA-CARLETON CONDOMINIUM CORPORATION NO. 604

  
Print Name: Marlon Rogers  
Print Title: President

I have authority to bind the Corporation



Ministry  
of Government  
and Consumer  
Services

LAND  
REGISTRY  
OFFICE #4

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

15604-0001 (LT)

PAGE 1 OF 2  
PREPARED FOR 49a9ne01  
ON 2008/11/13 AT 15:04:17

SUBJECT TO RESERVATIONS IN CROWN GRANT

**PROPERTY DESCRIPTION:**

UNIT 1, LEVEL 1, OTTAWA-CARLETON CONDOMINIUM PLAN NO. 604 AND ITS APPURTENANT INTEREST, THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PART OF LOT 4 CONCESSION A (BROKEN FRONT) RIDEAU, PART 1 PLAN 4R13424, SUBJECT TO AND TOGETHER WITH EASEMENTS AND RIGHT OF WAY AS IN DECLARATION REGISTERED AS INSTRUMENT LT1165727

**PROPERTY REMARKS:**

ESTATE/QUALIFIER:  
FAS SIMPLE  
ABSOLUTE

RECENTLY:  
CONDOMINIUM FROM 03902-0629

PIN CREATION DATE:  
1998/12/02

OWNERS' NAMES  
RATHWELL, BETTY MARY ELIZABETH

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
		**EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1998/11/26 ON THIS PIN**				
		**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1998/12/02**				
		** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **				
N542071	1990/07/12	AGREEMENT REMARKS: REGIONAL DEVELOPMENT CHARGE AGREEMENT RE: PT 1 & PT OF PT 2			THE REGIONAL MUNICIPALITY OF OTTAWA-CARLETON	C
4R1342	1997/09/29	PLAN REFERENCE		KEN GORDON DEVELOPMENTS INC.	THE CORPORATION OF THE TOWNSHIP OF RIDEAU	C
LT1082819	1997/10/21	NOTICE AGREEMENT		KEN GORDON DEVELOPMENTS INC.	THE CORPORATION OF THE TOWNSHIP OF RIDEAU	C
LT1082820	1997/10/21	TRANSFER EASEMENT		KEN GORDON DEVELOPMENTS INC.	THE CORPORATION OF THE TOWNSHIP OF RIDEAU	C
LT1093572	1997/12/09	TRANSFER EASEMENT		KEN GORDON DEVELOPMENTS INC.	THE CONSUMERS' GAS COMPANY LTD.	C
LT1121862	1998/05/20	NOTICE REMARKS: LT1082819		THE CORPORATION OF THE TOWNSHIP OF RIDEAU		C
LT1157214	1998/10/19	NOTICE AGREEMENT		KEN GORDON HOLDINGS INC	THE REGIONAL MUNICIPALITY OF OTTAWA-CARLETON	C
LT1162881	1998/11/12	TRANSFER EASEMENT	\$1	KEN GORDON HOLDINGS INC.	BELL CANADA	C
LT1165028	1998/11/24	TRANS RIGHT OF WAY	\$1	KEN GORDON HOLDINGS INC.	KEN GORDON HOLDINGS INC. KEN GORDON HOLDINGS INC. KEN GORDON HOLDINGS INC. KEN GORDON HOLDINGS INC.	C
		REMARKS: PARTS 5 AND 6 ON PLAN 4R13424				
LT1165029	1998/11/24	NOTICE		KEN GORDON HOLDINGS INC.	KEN GORDON HOLDINGS INC.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.  
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.



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PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

15604-0001 (LT)

SUBJECT TO RESERVATIONS IN CROWN GRANT

PAGE 2 OF 2  
PREPARED FOR J9898601  
ON 2008/11/13 AT 13:04:17

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHRD
OCCFN0604	1998/11/26	PLAN CONDOMINIUM				C
LTL165727	1998/11/26	DECLARATION CONDO		KEN GORDON HOLDINGS INC.		C
LTL168330	1998/12/08	BYLAW REMARKS: BY-LAW NO. 1		OTTAWA-CARLETON CONDOMINIUM CORPORATION NO. 604		C
LTL168331	1998/12/08	TRANSFER	\$171,228	KEN GORDON HOLDINGS INC.	RATHWELL, BETTY MARY ELIZABETH	C
OC388247	2004/10/01	CONDO BYLAW/98 REMARKS: BYLAW NO. 2		OTTAWA CARLETON STANDARD CONDOMINIUM CORPORATION NO. 604		C
OC687756	2007/02/13	CONDO BYLAW/98 REMARKS: BYLAW NO. 3		OTTAWA-CARLETON CONDOMINIUM CORPORATION NO. 604		C

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