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CHIARELLI, CRAMER, WITTEVEEN,
Barristers & Solicitors,
92 Centrepointe Drive,
Nepean, Ontario.
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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. 620 (hereinafter referred to as the "Corporation") as follows:

DEFINITIONS

1.1 <u>Definitions</u>. The terms used herein shall have ascribed to them the definitions contained in the <u>Condominium Act</u>, 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 bereen.

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

- 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 <u>Special Meeting</u>. 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.

- 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 who is entered on the Register twelve 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 (1 0) 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 <u>Minutes</u>. Minutes of all meetings shall be kept. A copy of the minutes of meeting of owners and of the Board shall, within ten (1 0) days of the date of such meeting, be furnished to any mortgagee who has requested the same.
- 4.5 <u>Persons Entitled To Be Present</u>. 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 <u>Quorum</u>. 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.
- A.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.

- 4.9 <u>Representatives.</u> 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 <u>Proxies.</u> 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 <u>Co-Owners</u>: 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 <u>Votes To Govern</u>: 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 <u>Duties Of The Corporation</u>. 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

- (j) generally performing its obligations under the Act.
- 5.2 <u>Powers Of The Corporation</u>. 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;
- 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 <u>Affairs Of The Corporation</u>. The affairs of the Corporation shall be managed by the Board.
- 6.2 <u>Quorum</u>, 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 <u>Qualifications</u>. Each director shall be eighteen (1.8) 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 <u>Consent.</u> 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 <u>Election and Term</u>

- (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 can 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 <u>First Meeting of New Board</u>. 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 <u>Declaration of Interest</u>. 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 <u>Indemnity Of Directors And Officers</u>. 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,

- (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 <u>Insurance</u>. 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 <u>Elected Officers</u>. 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 <u>Appointed Officers.</u> 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 <u>Term Of Office</u>. In the absence of written agreement to the contrary the Board may remove at its pleasure any officer of the Corporation
- 7.4 <u>President</u>. 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 <u>Vice-President</u>. 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 <u>General Manager</u>. 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 <u>Compensation</u>. There shall be no compensation paid to any officer comprising the Board, whether elected or appointed.

8. BANKING ARRANGEMENTS AND CONTRACTS

- 8.1 <u>Banking Arrangements</u>. 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.

, FINANCIAL

9. 1 <u>Financial Year</u>. Until otherwise ordered by the Board, the financial year of the Corporation in each year shall end on the 31st day of December.

1G. NOTICE

- 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.
- 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

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

- 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 <u>Notice of Unpaid Common Expenses</u>. 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 <u>Notice of Default</u>. 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 <u>Insurance Claims</u>. 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 <u>Rules And Regulations</u>. 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 <u>Effective Date</u>. 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 <u>Amendments By Owners</u>. 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 <u>Invalidity</u>. 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 <u>Gender</u>. 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 <u>Waiver</u>. 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 <u>Headings</u>. 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. 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.

OTTAWA-CARLETON CONDOMINIUM CORPORATION No.

PEB. Ken Gordon

Title: President

I HAVE ANTHOR, TY TO RIND THE

CORPORATION

:

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.

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.

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.

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.

- 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.

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 that 10:00 p. m. on that day.

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.

Condominium Act

CERTIFICATE

OTTTAWA-CARLETON CONDOMINIUM CORPORATION NO. 620, 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 23 of December, 1999.

OTTAWA-CARLETON CONDOMINIUM CORPORATION NO.

Per:

Kenneth H. Cramer

Secretary

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THIS AGREEMENT made this 23 day of November, 1998

BETWEEN:

KEN GORDON HOLDINGS INC.,

HEREINAFTER CALLED THE "OWNER"

OF THE FIRST PART

AND:

KEN GORDON HOLDINGS INC.,

HEREINAFTER CALLED THE "OWNER"

OF THE SECOND PART

AND:

KEN GORDON HOLDINGS INC.,

HEREINAFTER CALLED THE "OWNER"

OF THE THIRD PART

AND:

KEN GORDON HOLDINGS INC.,

HEREINAFTER CALLED THE "OWNER"

OF THE FOURTH PART

WHEREAS the owner of those lands described in Schedules "A", "B", and "C" and "D", has obtained consent to severence of the lands described on Schedule "E" for purposes of creating an easement and right-of-way for the mutual benefit of the Owners from time to time of the lands described in Schedules "A", "B", "C" and "D"...

AND WHEREAS the parties have agreed to enter into this Agreement for purpose of defining and establishing their rights and obligations with respect to the joint use operation, management, supervision, maintenance, repair and replacement by the owners, mortgagees and tenants from time to time of those lands described in Schedules "A", "B", "C" and "D" attached, with respect to the common easement and right-of-way as defined by this Agreement.



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

 In this agreement unless the context otherwise requires the phrase and designations set out below shall apply to and have the following meanings respectively:

(a) "Parts":

Parts on Plan 4R-13242

(b) "Owner":

A party, a successor in title, owner, including

a group of owners where Parts 1, 2, 3 and 4

are subdivided, or a Condominium Corporation

if registered on Parts 1, 2 3 or 4.

(c) "Maintenance":

Removal of ice and snow, sanding, salting,

patching, resurfacing, reconstruction all to a

standard similar to residential needs in

Township.

EASEMENT and RIGHT-OF-WAY

2. The parties acknowledge and agree that the following elements of common use and ownership (common easement and right-of-way) now existing, are and shall be for the joint and mutual use and benefit in common of the respective owners from time to time, of the lands described in Schedules "A", "B", "C" and "D", or any subdivided part or condominium unit, contained therein or thereon.

- (a) the roadway and related works and
- (b) improvements located on Parts 5 and 6
- 3. The common easement and right-of-way shall hereafter exist in perpetuity except to the extent that the owners from time to time enjoying the common elements shall otherwise unanimously agree in writing.

MAINTENANCE

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4. Save as otherwise provided for by this Agreement, no owner shall in any way alter, repair, demolish, renew or replace any of the common easement and right-

of-way, or alter the slope of the lands described in Schedules "A", "B", "C" and "D", nor interfere with any drains established thereon.

- 5. The roadway on Parts 5 and 6 shall remain as it now exists and shall be used by the parties, their successors and assigns, for normal purposes to provide access to the public roadway system, for themselves, their tenants, occupants, invitees and other persons, to be used in the same manner as a normal residential street.
- 6. The obligation and cost to maintain, keep in good condition and repair the common easement and right-of-way shall from time to time be shared equally by those owners of the premises described in Schedules "A", "B", "C" and "D". Actual management and supervision of maintenance and repair may be undertaken by one owner or a manager or management company, if agreed by all owners. Such maintenance and repair shall include, without limitation, snow and ice removal and/or salt and sanding, renewal and replacement of any element of the common easement and right-of-way in any case where a prudent owner would deem same to be necessary for the proper use and preservation of the roadway.
- 7. In the event that any repair, renewal or replacement work is required to be done pursuant to the provisions of the immediately preceding paragraph, it is agreed between the parties that, prior to any such work being undertaken approval as to its cost shall be obtained from the owners of the premises described in Schedules "A", "B", "C" and "D". In respect to general maintenance including winter plowing, sanding and/or salting, a budget shall be established in consultation with one or more contractors eligible and qualified to perform such work, and owners shall pay monthly installments to the manager or contractor in accordance with such budget to enable the manager or contractor to pay the costs of such maintenance.

- 8. The owners hereby grant each to the other and to their respective servants and agents, including any municipal authority, such easements and rights of access, over their separate property, as may reasonably be required for maintenance, repair and/or replacement of the common easement and right-of-way.
- 9. The parties and the owners from time to time sharing the use of the common easements and right-of-way shall at no time do or commit any act or omission or commission which would interfere or prevent the free passage over and use of the lands for all normal purposes as a residential roadway, providing access to all eligible persons to the lands in Schedules "A", "B", "C" and "D".

DAMAGE OR DESTRUCTION

- 10. In the event of casualty causing damage or destruction to property subject to this agreement, such damage or destruction shall be repaired as expeditiously as possible following the happening thereof in a good and workmanlike manner with materials of standard quality and in accordance with all applicable by-laws, municipal development agreements, laws and regulations, and for this purpose, the parties, and owners from time to time of the benefit of the easement and right of way, shall execute and deliver all necessary authorizations, directions or other documentation as may reasonably re required to complete the required work.
- 11. Any damage caused to the common easement or right of way, as defined by the agreement, through the negligence or willful act of an owner, or of his heirs, assigns, tenants, guests or workmen, or other individuals permitted access to the owner's property, shall be repaired or replaced at that owner's expense.

ARBITRATION

12. All differences or disputes which arise between the parties in relation to the interpretation of this agreement, or to any act or omission of any party to the dispute, or to any act which ought to be done by the parties in dispute, or in relation to any other matter whatsoever touching the terms and conditions of this agreement shall be referred to a single arbitrator to be agreed upon by the parties to the dispute,

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and in default of agreement to a single arbitrator appointed by the Court under the provisions or the <u>Arbitrations Act</u>, R.S.O., or any successor legislation. Upon any such irreconcilable difference or dispute arising either party may give notice as provided for herein of same to the other. Upon any such notice being given, the parties shall within five (5) days thereafter agree upon an arbitrator. In the absence of agreement within the said five (5) day period, any party may have recourse to the provisions of the <u>Arbitrations Act</u>, or any successor legislation. The award or determination which shall be made by such arbitrator shall be final and binding upon the parties hereto, their heirs, executors, administrators, successors and assigns, as the case may be, and there shall be no appeal from such award or determination.

- The parties hereto and the owners from time to time of the properties described in Schedules "A", "B", "C" and "D", shall be subject to the obligations and entitled to the benefits of this agreement only during the period during which they are the owners respectively of the property, and thereafter the obligations and benefits under this agreement shall apply to their successors in title. To this end, the parties and the owners from time to time covenant and agree to exact a covenant from each successor in title and to include in the conveyance, and from each lessee to include in such lease, a specific acknowledgement and covenant of each successor in title and lessee, as the case may be, to be bound by and comply with all of the provisions of this agreement. Benefits and/or obligations of an owner fixed as at the date of termination of the owners ownership shall nonetheless remain vested in or binding upon that owner.
- 14. The provisions of this agreement are entered into by the parties with the intent and to the end that both the benefit and burden of this agreement shall run with the lands.
- 15. In the event that any single provision or part provision of this agreement is for any reason not enforceable at law the lack of such enforceability shall not affect or degrogate from any other provision of this agreement.
- 16. This agreement shall be binding upon and enure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns, and

when the singular and masculine are used, the same shall be construed as meaning the plural and neuter or the feminine when the context or the parties referred to so requires and all covenants shall be deemed to be joint and several.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the date and year first above-mentioned.

SIGNED, SEALED AND DELIVERED in the presence of:

KEN GORDON HOLDINGS INC

Ken Gordon

have authority to bind the Corporation

KEN GORDON HOLDINGS INC

Ken Gordon

I have authority to bind the

Corporation

KEN GORDON HOLDINGS INC.

Ken Gordon

I have authority to bind the

Corporation

KEN GORDON HOLDINGS INC.

Ken Gordon

-I have authority to bind the

Corporation

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SCHEDULE "A"

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

SCHEDULE "B"

Part of Lot 4, Concession a (Broken Front) Township of North Gower, now in the Township of Rideau, Regional Municipality of Ottawa-Carleton, being Part 2, Plan 4R-13242.

SCHEDULE "C"

Part of Lot 4, Concession A (Broken Front) Township of North Gower, now in the Township of Rideau, Regional Municipality of Ottawa-Carleton, being Part 3, on Plan 4R-13242.

SCHEDULE "D"

Part of Lot 4, Concession A (Broken Front) Township of North Gower, now in the Township of Rideau, Regional Municipality of Ottawa-Carleton, being Part 4, Plan 48-13242.



SCHEDULE "E"

Part of Lot 4, Concession A (Broken Front) Township of North Gower, now in the Township of Rideau, Regional Municipality of Ottawa-Carleton, being Parts 5 and 6 on Plan 4R-13242.

S

What Should Owners Do With The Standard Unit Bylaw?

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

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

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

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

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

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

N:\REC\C\CCC274\Block Fees\(NOP\) article - what owners should do with the standard unit by-law,doc

Scheffule "A"

OTTAWA-CARLETON CONDOMINIUM CORPORATION NO. 620

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. 620 (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 escribed 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 4 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 stendard 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 1, Level 1	1 & 2
2	Model B	Unit 2, Level 1	1 & 3
3	Model C	Unit 3, Level 1	1&4
4	Model D	Unit 4, Level 1	1 & 5

ARTICLE III MISCELLANEOUS

- 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) <u>Headings</u>: 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 1514 day of August, 2004.

OTTAWA-CARLETON CONDOMINIUM CORPORATION NO. 620

Print Name: HILDA SENNET Print Title: PRESIDENT

I have authority to bind the Corporation.

Version 5.2 - February 2003

O All rights reserved.

This document was prepared by Nelligan O'Brien Payne LLP for OCCC #620 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. 620 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 (Hunnigton) 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 costs of paint

Ceilings: ½" drywall, stipple ceilings except for Kitchen and Bathrooms which are smooth

ceilings

Electrical, Plumbing and Mechanical Systems:

Gas Furnece

- 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

Hallways and Stairs

- Qak 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 1 and 4

Sun Room (Classes 1 and 4)

- · 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 steal sink with single lever control faucet and vegetable spray
- · Rough-in for future dishwasher

Main Bathroom

- 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

Moster Bedroom

- Ensuite bath
- Walk in closet with standard interior door, two pre-finished shelves, two metal hanging rods and lighting in Classes 2 and 3
- Two closets with bi-fold doors, each with one interior shelf and hanging rod in Classes 1 and 4

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 1/2 of the way up the wall
- Shower stall with vinyl tile surround (height of stall) in Classes I and 4
- · 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 door mob

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 1 and 4
- · Single car garage in Classes 2 and 3
- 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
- W" OSB floor sheathing, glued to joists

Wall Framing

- 2 x 6" studa @ 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

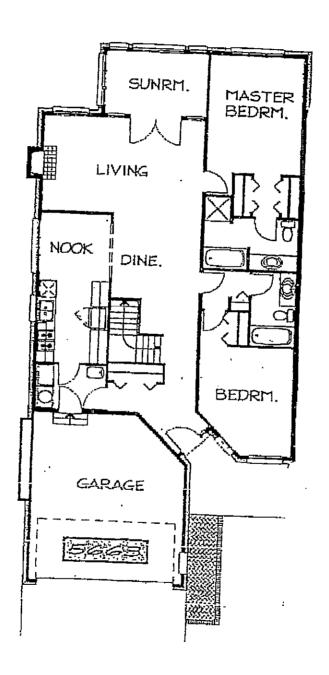
Standard Features

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:

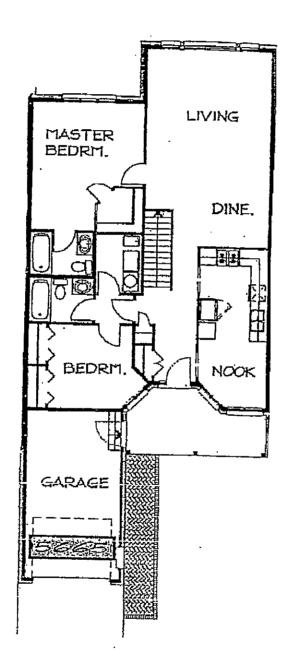
light switch and cover plates electrical outlets and cover plates plumbing drains insulation ducting, venting and associated fans door hardware smoke detectors vapour barrier electrical wiring paint min cabinet hardware (bathroom(s) and kitchen) door bells - front and back Footings Foundations Foundation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

Nikreshningg520lbylow 2 - standard unit bylow.dug

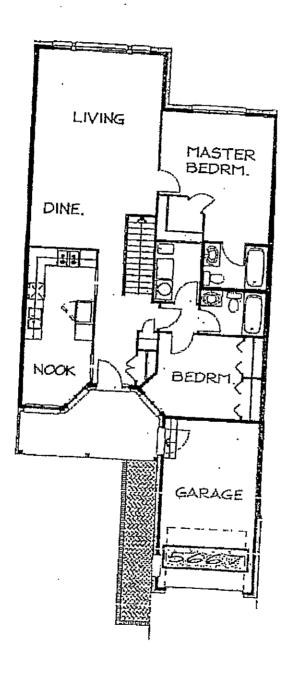
Schedule "2" Ottowa-Carleton Condominium Corporation No. 620 Floor Plan for Class 1 – Model A



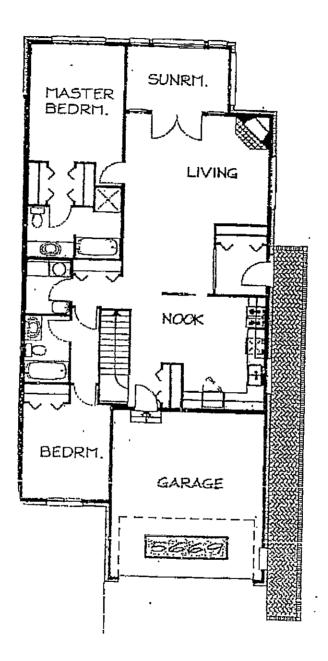
Schedule "3"
Ottawa-Carleton Condominium Corporation No. 620
Floor Plan for Class 2 – Model B



Schedule "4" Ottawa-Carleton Condominium Corporation No. 620 Floor Plan for Class 3 -- Model C



Schedule "5" Ottawa-Carleton Condominium Corporation No. 620 Floor Plan for Class 4 – Model D



Schedule "A"

OTTAWA-CARLETON CONDOMINIUM CORPORATION NO. 620

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. 620 (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

- 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 bylaw 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) <u>Invalidity</u>: 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) <u>Headings</u>: 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) <u>Alterations</u>: 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 16th day of Notember , 2006.

OTTAWA-CARLETON CONDOMINIUM CORPORATION NO. 620

Print Name: Hildre Berr Print Title: President

I have authority to bind the Corporation

Version 7 - October 2005