

DATED JULY 10TH 1975

123391

No. Received at 4.05 o'clock P.M. on day of

OCT - 9 1975

Land Registry Office
of Ottawa
R.C. 4

[Signature]
LAND REGISTRAR

CARLETON CONDOMINIUM CORPORATION

NO. 63

BY-LAW NO. 1

11.00

SEGUIN CARBONNEAU & LANDRIAULT
BARRISTERS AND SOLICITORS
233 GILMOUR STREET SUITE 400
OTTAWA ONTARIO
K2P 0P2

By-law #1
of
Carleton Condominium Corporation
#63

Whereas By-law #1 of Carleton Condominium Corporation #63 provides, inter alia, that the affairs of the Corporation shall be managed by a Board of Directors of seven persons;

And whereas the Corporation considers it desirable to reduce the number of Board members to five persons;

Now therefore, under the authority of the Condominium Act, being Chapter 84, section 15(2), of the revised Statutes of Ontario, 1980, as amended by 1983, chapter 67, s 7, and any amendments thereto, the Declaration and the By-laws of the Corporation as follows:

1- By-law #1 is hereby amended to provide that the officers of the Corporation shall be members of a Board of Directors made of five persons;

and

2- All other terms and provisions of By-law #1 of the Corporation not inconsistent herewith are hereby confirmed.

Enacted this 26th day of November, 1987
Annual General Meeting
CCC 63

President

Vice-president

C E R T I F I C A T E

CARLETON CONDOMINIUM CORPORATION NO. 63

hereby certifies that the By-law attached hereto, being By-law No. 1 of Carleton Condominium Corporation No. 63 was made in accordance with The Condominium Act, Revised Statutes of Ontario 1970, Chapter 77 and any amendments thereto, the Declaration and the By-laws of the said CARLETON CONDOMINIUM CORPORATION NO. 63

DATED AT OTTAWA this 9th day of OCT. 1975 .

CARLETON CONDOMINIUM CORPORATION NO. 63

per: _____

per: _____

BY-LAW NUMBER ONE OF THE CARLETON CONDOMINIUM
CORPORATION NO. 63

WHEREAS The Condominium Act, Revised Statutes of Ontario 1970, Chapter 77 (hereinafter called the "Act") provides that the registration of a Declaration and Description creates a Corporation without share capital whose members are the owners from time to time.

AND WHEREAS by the said Act it is further provided that when a Declaration and Description are registered, the Master of Titles in whose office they are registered shall assign a name to the Corporation in accordance with the regulations.

AND WHEREAS a Declaration was registered in the Office of Land Titles at Ottawa on the 9th day of October 1975 as Instrument Number 12336.9 together with a Description covering all and singular that certain parcel or tract of land and premises situate, lying and being in the Township of Gloucester in the Regional Municipality of Ottawa-Carleton and being composed of the lands more particularly described in Carleton Condominium Plan No. 63.

AND WHEREAS upon registration of the said Declaration and Description the Master of Titles at Ottawa assigned to the Corporation created the name of Carleton Condominium Corporation No. 63 (hereinafter called the "Corporation").

AND WHEREAS by the said Act it is further provided that the Corporation may, by a vote of members who own sixty-six and two-thirds per cent (66 2/3%) of the common elements, or such greater percentage as is specified in the Declaration, make By-laws.

AND WHEREAS the said Declaration does not specify that the Corporation may, by a vote of members who own greater than sixty-six and two-thirds per cent (66 2/3%) of the common elements make By-laws.

NOW THEREFORE, under the authority of the said Act and of the said Declaration, proper notice having been given to all members of the Corporation and to all registered chargees in first priority, BE IT enacted as By-law Number One of the Carleton Condominium Corporation No. 63 this 9th day of October 1975.

ARTICLE I

MANAGEMENT OF PROPERTY

(a) Engagement of Manager

The Board of Directors (hereinafter called the "Board") of the Corporation, may by agreement in writing, engage a person, firm or corporation (hereinafter called the "Manager") to perform such duties and services necessary to manage the property, on such terms and conditions as the Board may from time to time determine. Notwithstanding any such engagement, the Board may at any time, exercise any and all of the powers and duties imposed upon the Manager.

(b) Terms of Management Agreement

Notwithstanding the discretion of the Board to exercise the terms and conditions under which the Manager may be engaged to manage the property, the Manager, during the term of his engagement and in the performance of his duties and obligations shall:

(i) enforce strictly for the benefit of the owners, the provisions of the Declaration, the By-laws, the rules and regulations respecting the use and occupation of the property and the maintenance of the common elements;

(ii) collect and receive all monies payable as common expenses by the owners to the Corporation and deposit the same in a separate account with a Chartered Bank or Trust Company and pay over to the Corporation from such account all such monies less such amounts as are property payable and paid under paragraph (b) of Article I of Part III of the Declaration, provided that upon written notice of the

⋮
⋮
⋮

!

9
4

Board to the owners and thenceforth until the Board shall otherwise in writing direct, all such amounts payable by the owners to the Corporation shall be paid directly to the Corporation;

(iii) keep accurate accounts of all financial transactions relevant to the management of the property and maintenance of the common elements and render to the Board quarterly statements of income and expenditures with respect thereto and keep such accounts open for inspection by the Board at all times. The owners and mortgagees of first priority may inspect such statements and accounts at any reasonable time or times;

(iv) obtain the written approval of the Board for any specific management, maintenance or alteration expense the cost of which equals or exceeds TWO THOUSAND (\$2,000.00) DOLLARS and obtain and submit to the Board any estimates or tenders required by the Board prior to the Board giving any such approval;

(v) pay all expenses incurred by the Manager pursuant to the provisions hereof out of monies deposited in the said account by the Manager and available for such purposes provided that in the event that the Manager requires funds to pay such expenses from time to time and adequate funds are not then available in such account, the Board may, in its discretion allocate and pay to the credit of such account such sums as the Board may from time to time determine.

(c) Indemnity of Manager

The Corporation shall indemnify and save harmless the Manager from any and all liability and from all claims and demands arising out of damage or injuries to persons or property from any cause whatsoever in or about or in any way connected with the property and defend, at the expense of the Corporation, all suits which may be brought against the Manager in respect of any such claim or demand and pay all judgments that may be

⋮
⋮
⋮

rendered against the Manager on account thereof; provided that nothing contained herein shall release the Manager from any liability to an owner or to the Corporation in respect of a breach of any of the Manager's covenants contained in such management agreement.

(d) Committees

The Board may appoint committees, comprised of such persons, firms or corporation (not necessarily confined to owners) as the Board may from time to time determine, to perform such of the obligations and duties imposed upon the Corporation as the Board may direct, such appointment to be on such terms and conditions as the Board may, in its sole discretion, determine from time to time.

Without limiting the scope of the duties and obligations which may be imposed upon such committees, the Board may appoint any or all of the following committees:

- (i) Finance;
- (ii) Landscaping and Maintenance;
- (iii) Parking;
- (iv) Recreation;
- (v) Grievances, By-law and Rule Enforcement.

ARTICLE II

USE OF UNITS

(a) No owner, his family, guests, visitors, tenants, servants, or agents shall create or permit the creation of or continuation of any noise or nuisance which, in the sole discretion of the Board, the Manager or Committee, may disturb the comfort or quiet enjoyment of the property by other owners, their families, guests, visitors, servants, tenants or persons having business with them.

(b) No television antenna or clotheslines shall be erected upon or in any manner attached to any part of the units without the prior written consent of the Board.

ARTICLE III

USE OF COMMON ELEMENTS

(a) Enactment of Rules

The owners, by a vote of members who together own a majority of the units, may make rules respecting the use of the common elements for the purpose of preventing unreasonable interference with the use and enjoyment of the units and common elements.

(b) Use

(i) The common elements, save and except the parts of the common elements designated for exclusive use by an owner, shall not be obstructed by any owner, his family, guests, tenants, servants, agents or visitors or used by any of them for any purpose other than for ingress or egress to and from their respective units or for such purposes as the Board may direct. Parking areas shall not be used for any purpose other than for the parking of motor vehicles. No garbage shall be placed in any part of the common elements unless securely enclosed only in disposable plastic bags and deposited immediately prior to pick up in such areas as the Board may from time to time designate. No television antenna or clotheslines shall be erected upon or in any manner attached to any part of the common elements without the prior written consent of the Board.

(ii) No washing of or major repairs or adjustments to automobiles shall be permitted on the property, nor shall any commercial vehicle be brought on the property without the written consent of the Board, the Manager or a Committee, save in the course of delivery to the property.

(iii) Any expenses incurred by the Corporation by reason of damage to the property or breach of any By-law, Rule or Regulation governing the use or occupation of the property by any owners, his family, guests, servants, agents or occupants of his unit shall be borne by such owner and may

be recovered by the Corporation from such owner by adding to such owner's share of the common expenses such expenses as the Corporation may have incurred hereunder.

ARTICLE IV

MAINTENANCE OF UNITS AND COMMON ELEMENTS

The Board may from time to time determine the standard of maintenance of the units and common elements.

ARTICLE V

USE AND MANAGEMENT OF THE ASSETS OF THE CORPORATION

The Board may in its absolute discretion determine from time to time the manner in which the assets of the Corporation may be acquired, used and managed.

ARTICLE VI

THE BOARD

(a) Number and Quorum

The affairs of the said Corporation shall be managed by the Board of Directors consisting of seven (7) persons of whom five (5) shall constitute a quorum for the transaction of business at any meeting of the Directors. If a vacancy in the membership of the Board occurs, the majority of the remaining members of the Board may appoint any person qualified to be a member of the Board under the Declaration or By-laws to fill the vacancy for the remainder of the term. Notwithstanding vacancies, the remaining Directors may exercise all the powers of the Board so long as a quorum of the Board remains in office.

(b) Election and Term

The Directors of the Corporation shall be elected in rotation and upon the expiration of their respective term of office shall retire, but shall be eligible for re-election. Forthwith on registration the Declarant as owner of all the Units shall elect seven (7) directors who shall constitute the Board until the first general meeting of owners at which time three (3) Directors shall be elected to hold office for a term of one (1) year from the date of their election, three (3) Directors shall be elected to hold office for a term of two (2) years from

the date of their election and one (1) Director shall be elected to hold office for a term of three (3) years from the date of his election. At each annual meeting thereafter a number of Directors equal to the number of Directors retiring in such year shall be elected for a term of three (3) years. Notwithstanding the foregoing, the Board elected at a time when the Declarant owns a majority of the units, shall not more than 21 days after the Declarant ceases to be the registered owner of the majority of the units call a meeting of the members of the Corporation to elect a new Board of Directors and such meeting shall be held within 21 days after the calling of the meeting. In the event that such meeting is not called within the time provided for, any member of the Corporation or any mortgagee or chargee entitled to vote, may call the meeting.

(c) Qualifications and Nomination

Each member of the Board shall be eighteen (18) years of age or more and need not be a member of the Corporation. Subject to the foregoing, any person may be nominated for election to the Board providing such nomination may be made only by either an owner or a mortgagee having first priority of registration.

(d) Removal of Directors and Filling of Vacancies

Any Director may be removed before the expiration of his term by a vote of members who together own a majority of the units and the members may elect any person qualified under the Declaration or By-laws for the remainder of the term of the Director removed.

(e) 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 a Vice-President who is a Director or any two (2) Directors may determine, and the Secretary shall call meetings when directly authorized by the President or by the Vice-President who is a Director or by any two (2) Directors. Notice of any meeting so called shall be given personally, by ordinary mail or telegraph to each Director not less than

forty-eight (48) hours (excluding any part of a Sunday or of a holiday as defined by the Interpretation Act of Canada for the time being in force) before the time when the meeting is to be held, save that no notice of a meeting shall be necessary if all the Directors are present and consent to the holding of such meeting or if those absent have waived notice of or otherwise signified in writing their consent to the holding of such meeting.

(f) Regular Meetings

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

(g) First Meeting of New Board

The Board may without notice hold its first meeting for the purpose of organization and the election and appointment of officers immediately following the meeting of members at which a Director or Directors of such Board was elected, provided a quorum of Directors be present.

(h) Interest of Directors in Contracts

No Director shall be disqualified by his office from contracting with the Corporation nor shall any contract or arrangement entered into on behalf of the Corporation with any Director or 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 of the fiduciary relationship thereby established provided that the provisions of paragraph (i) of this Article VI are complied with.

(i) Declaration of Interest

It shall be the duty of every Director of the Corporation who is in any way, whether directly or indirectly, interested in a contract or arrangement or proposed contract

or arrangement with the Corporation to declare such interest and to refrain from voting in respect thereto, provided, however, that such prohibition against voting shall not apply during such time as the Declarant who registered the Declaration is represented on the Board by three (3) or more Directors.

(j) Protection of Directors and Officers

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

(k) Indemnity of Directors and Officers

Every Director or Officer of the Corporation and his heirs, executors and administrators and estate and effects respectively shall from time to time and at all times be indemnified and saved harmless out of the funds of the Corporation from and against,

(i) all costs, charges and expenses whatsoever which such Director or Officer sustains or incurs in or about any actions, suit or proceeding which is brought, commenced or prosecuted against him for or in respect of any act, deed, matter or thing whatsoever made, done or permitted by him in or about the execution of the duties of his office, except dishonest or fraudulent act or acts;

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

thereof.

(1) Voting

At all meetings of the Board all resolutions shall be decided by a majority of votes cast on the resolution, and in cause of an equality of votes the Chairman of the meeting shall be entitled to a second or casting vote.

(m) Officers of the Board

(i) Elected Officer

At the first meeting of the Board after each election of Directors, the Board shall elect from among its members a President.

(ii) Appointed Officers

From time to time the Board shall appoint a Secretary and may appoint one (1) or more Vice-Presidents, a General Manager, a Treasurer and such other officers as the Board may determine, including one (1) or more assistant to any of the Officers so appointed. The Officer so appointed may but need not be a member of the Board. One (1) person may hold more than one (1) office and if the same person holds both the office of Secretary and office of Treasurer he may be known as Secretary-Treasurer.

(iii) Term of Office

In the absence of written agreement to the contrary the Board may remove at its pleasure any Officer of the Corporation.

(iv) President

The President shall be the chief executive officer of the Corporation and shall be charged with general supervision of the business and affairs of the Corporation. The President shall when present, preside at all meetings of the members of the Corporation and of the Board.

(v) Vice-President

During the absence of the President his duties may be performed and his powers may be exercised by the Vice-President or if there are more than one (1), the Vice-

Presidents, in order of seniority (as determined by the Board) save that no Vice-President shall preside at a meeting of the Board or a meeting of members who is not qualified to attend the meeting as a Director or member, as the case may be. If a Vice-President exercises any such duty or power the absence of President shall be presumed with reference thereto. A Vice-President shall also perform such duties and exercise such powers as the Board may prescribe.

(vi) General Manager

The General Manager if one (1) 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.

(vii) Secretary

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

The Secretary shall deliver a certified copy of the minutes of all general and special meetings of the members to such registered mortgagees as have filed with the Corporation a request therefor.

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

(ix) 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 any assistant has been appointed may be exercised and performed by such assistant unless the Board otherwise directs.

(x) Agents and Attorneys

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

ARTICLE VII

DUTIES OF THE CORPORATION

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

- (a) operation, care, upkeep and maintenance of the common elements;
- (b) collection of the common element charges from the owners;
- (c) obtaining and maintaining insurance for the property as may be required by the Declaration;
- (d) repairing and restoring of the common elements in accordance with the provisions of the Act, the Declaration and the By-laws;
- (e) obtaining and maintaining fidelity bonds where obtainable, in such amounts as the Board may deem reasonable, for such officers and Directors or employees as are authorized to receive or disburse any funds on behalf of the Corporation;

- (f) causing audits to be made after every year's end and making auditor's statements available to the owners and mortgagees.

ARTICLE VIII

ASSESSMENT AND COLLECTION OF CONTRIBUTIONS

(a) Assessment of Common Expenses

All expenses, charges, and costs of maintenance or replacement of the common elements and any other expenses, charges or costs which the Board may incur or expend pursuant hereto shall be assessed by the Board and levied against the owners in the proportions in which they are required to contribute to the common expenses as set forth in the Declaration. The Board shall from time to time and at least annually prepare a budget for the property and determine by estimate the amount of common expenses for the next ensuing fiscal year or remainder of the current fiscal year (as the case may be).

The Board shall present the estimated budget at a meeting of the members and the owners shall consider the estimated budget and if satisfactory shall approve in principle the budget at such time. The Board shall allocate and assess such common expenses as set out in the approved 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 to the foregoing expenses the Board may include in the annual budget provisions for 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. Notwithstanding the foregoing but subject to the payments as set forth in Schedule "A" hereto, no monthly payments on account of common expenses estimated by the Board shall be payable until the first day of

the month following the month in which the members of the Corporation have by a simple majority of the common element interest represented at a general or special meeting of members called for such purpose approved the estimate of the Board or of any revision thereof.

(b) Owners Obligations

Until further written notice from the Board, the monthly payment payable on account of common expenses by each owner in respect of each owner's respective unit shall be the sum respectively set opposite the owner's unit as described in Schedule "A" hereto, such payments to become due and payable in advance on the first day of each and every month commencing with the first day of the month next following the date of registration of the transfer of such unit to the owner.

Interest shall become due and be payable at the rate of ten per cent (10%) per annum or such other rate of interest as the Board may from time to time determine, calculated yearly, not in advance, on the balance after default from time to time due and payable by each owner on account of common expenses to the Corporation until fully paid to the Corporation.

(c) Statement of Account

The Board shall, upon receipt of a reasonable notice in writing from an owner or the owner's agent, prepare and deliver to the said owner or its agent a statement reflecting the credit or debit, as the case may be, of the said owner in the common expense account of the Corporation as of a fixed date, the credit or debit, as the case may be, of the said owner in the Reserve Fund, if any, as of a fixed date and the current monthly levy for common expenses and for contribution to the Reserve Fund, if any.

(d) Default in Payment of Assessment

In the event an owner is in default in any payment required to be made hereunder and such default continues for a period of fifteen (15) days, the Corporation may register a notice of lien in accordance with the provisions of the Act.

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

(e) Extraordinary Expenditures

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

(f) Payee of Common Expenses

All payments on account of common expenses shall be paid to the Corporation or to such person as the Board may direct in writing on or before the dates on which such payments fall due.

ARTICLE IX

CONDUCT OF THE AFFAIRS OF THE CORPORATION

(a) Seal of the Corporation

The Corporation shall have a seal in the form impressed hereon.

(b) 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.

(c) Office

The office of the Corporation shall be at 3691 Albion Road, Ottawa, Ontario, in the Regional Municipality of Ottawa-Carleton or at such other address as the Board by resolution may from time to time designate.

(d) Meetings of Members of the Corporation

(i) Annual Meeting

The annual meeting of the members shall be held at such place within the Province of Ontario at such time and on such day in each year as the Board may from time to time determine for the purpose of hearing and receiving the reports and statements of the officers of the Corporation, including a current audited financial statement of the affairs of the Corporation and any other reports or statements required by the Act and the By-laws of the Corporation, to be read at and laid before the members at an annual meeting; electing directors, appointing the auditor and fixing or authorizing the Board to fix his remuneration and for the transaction of such other business as may properly be brought before the meeting.

Not more than fifteen (15) months shall elapse between the dates of two (2) successive annual general meetings. The first annual general meeting shall be called within three (3) months of the date of registration of the Declaration.

(ii) Special Meeting

The Board shall have the power at any time to call a special meeting of the members of the Corporation to be held at such time and at such place within the Province of Ontario as may be determined by the Board.

The Board shall also call such special meeting upon notice in writing of such owners or mortgagees (or combination thereof), entitled to vote with respect to twenty-five per cent (25%) of the common elements within thirty (30) days of receipt of such notice. If the Board does not within thirty (30) days from the date of such notice call such meeting, which shall be held within fourteen (14) days from the date of the calling thereof, any of the owners or mortgagees who gave such notice may call such meeting which shall be held within sixty (60) days from receipt of the notice.

(iii) Notice of Meeting

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 owner who has not notified the Corporation that he has become an owner or to any mortgagee who has not notified the Corporation that he has become a mortgagee and has been authorized or empowered in his mortgage to exercise the right of the mortgagor to vote. Notices of meetings as hereinbefore required shall have appended to it an agenda of matters to be considered at such meeting. Notices shall be given by prepaid ordinary mail.

(iv) Quorum

At any meeting of members, a quorum shall consist of not less than persons entitled to vote who are present in person, or holding or representing by proxy thirty-three and one-third per cent (33 1/3%) of the common elements. If thirty (30) minutes after the time appointed for the holding of any meeting of members, a

quorum be not present, the meeting shall be reconvened and shall stand adjourned to the same time on the corresponding day of the next week, at such place as the Board may determine. Notice of the time, day and place of the convening of such adjourned meeting shall be given not less than three (3) days prior to the convening of such meeting, and if thirty (30) minutes after the convening of such meeting a quorum be not present, those members who are present in person or by proxy and entitled to vote shall be deemed to be a quorum, and may transact all business which a full quorum might have done.

(v) Conduct of Meetings

(1) The President or, failing him some person to be elected at the meeting shall act as Chairman of the meeting.

(2) Failing the Secretary of the said Corporation acting as Secretary of the meeting, the Chairman shall appoint a Secretary for the meeting.

(3) At all meetings of members of the Corporation every question shall be decided by a show of hands unless a poll thereon is required by the Chairman or is demanded by an owner present in person or represented by proxy and entitled to vote. Whenever a vote by a show of hands shall have been taken upon a question, unless a poll thereon be so required or demanded, a declaration by the Chairman of the meeting that the vote upon the question has been carried, or carried by a particular majority, or not carried and an entry to that effect in the minutes of the proceedings at the meeting shall be prima facie evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against any question or resolution. A demand for a poll may be

withdrawn.

(4) If a poll be required by the Chairman of the meeting or be demanded by any owner or his proxy, and the demand be not withdrawn, a poll upon the question or resolution shall be taken in such manner as the Chairman of the meeting shall direct.

(5) In case of an equality of votes on questions or resolutions requiring a simple majority at any meeting of owners either upon a show of hands or upon a poll, the Chairman of the meeting shall be entitled to a second or casting vote.

(6) Majority of the owners shall mean more than fifty per cent (50%) of the common elements in the aggregate.

(7) The only persons entitled to attend a meeting of members shall be the owners and mortgagees entered on the register and any others entitled to vote thereat and the auditor of the Corporation and the Directors and Officers of the Corporation and others who, although not entitled to vote, are entitled or required under the provisions of the Act or the By-laws of the Corporation to be present at the meeting. Any other persons may be admitted only on the invitation of the Chairman of the Meeting or with the consent of the meeting.

(8) At each meeting of members, every member shall be entitled to vote who is entered on the register as an owner or has given notice to the Corporation in a form satisfactory to the Chairman of the meeting that he is an owner. If a unit has been mortgaged the mortgagor of such unit (or his proxy) may nevertheless represent such unit at meetings and vote in respect thereof, unless

in the instrument creating the mortgage he has expressly authorized or empowered the mortgagee to vote and the mortgagee has received notice of the meeting, in which case such mortgagee (or his proxy) may attend meetings and vote or consent in respect of such unit only if such mortgagee has notified the Corporation and the owner of his intention to exercise such right at least two (2) days before the date specified in the notice for the meeting. Any dispute over the right to vote shall be resolved by the Chairman of the meeting upon such evidence as he may deem sufficient. The vote of each such owner or mortgagee shall be equal to the percentage of common interest of the unit represented by such owner or mortgagee as set out in the Declaration.

(9) An executor, administrator, committee of a mentally incompetent person, guardian or trustee (and where a corporation acts in such capacity any person duly appointed a proxy for such corporation) upon filing with the Secretary of the meeting sufficient proof of his appointment, shall represent the owner or mortgagee at all meetings of the members of the Corporation and may vote in the same manner and to the same extent as such owner. If there be more than one (1) executor, administrator, committee, guardian or trustee, the provisions of paragraph (d) (v) (10) of this Article shall apply.

(10) If a unit or a mortgage on a unit is owned by two (2) or more persons, any one (1) of them present or represented by proxy may in the absence of the other or others vote, but if more than one (1) of them are present or represented by proxy, they shall vote in the same way, failing which the vote for such unit shall not be counted.

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

(12) At all meetings of members every question shall, unless otherwise required by the Act or the Declaration or By-laws be decided by a majority of the votes as defined in paragraph (d) (v) (8) of this Article, duly cast on the question.

(e) Banking Arrangements and Contracts

(i) 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 (1) 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, draft acceptances, bills of exchange and orders relating to any

property of the Corporation; the execution of any agreement relating to any such banking business and defining the rights and powers of the parties thereto; and the authorizing of any officer of such banker to do any act or thing on the Corporation's behalf to facilitate such banking business.

(ii) Execution of Instruments

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

(f) Financial

Until otherwise ordered by the Board, the financial year of the Corporation shall end on the ~~30th~~ ^{31st} day of ~~September~~ ^{October} in each year or on such other day as the Board by resolution may determine.

(g) Notice

(i) Method of Giving Notice by the Corporation

Any notice, communication or other document, including budgets and notices of assessments required to be given or delivered by the Corporation shall be sufficiently given if delivered personally to the person to whom it is to be given or if delivered to the address noted in the register, or if mailed by prepaid ordinary

mail or airmail in a sealed envelope addressed to him at such address or if sent by means of wire or wireless or any other form or transmitted or recorded communication, to such address. Any notice, communication or other document to be given by the Corporation to any other person entitled to notice and who is a member shall be given or delivered to such person in the manner aforesaid to the address shown for him on the register. Such notice, communication or document shall be deemed to have been given when it is delivered personally or delivered to the address aforesaid; provided that a notice, communication or document so mailed shall be deemed to have been given when deposited in a post office or public letter box, and a notice sent by any means of wire or wireless or any other form or transmitted or recorded communication shall be deemed to have been given when delivered to the appropriate communication company or agency or its representative for dispatch.

(ii) 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 registered mail or airmail in a sealed envelope addressed to it at the address for service of the Corporation set out in the Declaration. Any notice, communication or document so mailed shall be deemed to have been given when deposited in a post office or public letter box.

(iii) 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.

(h) Default

(i) 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 fifteen (15) days past due.

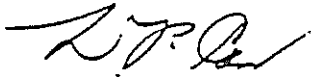
(ii) Notice of Default

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 in the register, and who has requested that such notices be sent to him.

ENACTED THIS 9th day of October 1975, as By-law Number One (1) of CARLETON CONDOMINIUM CORPORATION NO. 63.

WITNESS the corporate seal of CARLETON CONDOMINIUM CORPORATION NO. 63.

President



Secretary

THE FOREGOING By-law is hereby enacted this 9th
day of October 1975, by CAMPEAU CORPORATION, the
owner of all the units described in the Description registered
together with the Declaration as Instrument Number 123369 and
the sole member of CARLETON CONDOMINIUM CORPORATION NO. 63.

CAMPEAU CORPORATION

per: Malande
Sr Vice-Pres

per: T. P. Paul
Secretary

SCHEDULE "A"

<u>UNIT NO.</u>	<u>MONTHLY PAYMENT OF COMMON EXPENSES</u>
1	\$34.25
2	\$34.25
3	\$34.25
4	\$34.25
5	\$34.25
6	\$34.25
7	\$34.25
8	\$34.25
9	\$34.25
10	\$34.25
11	\$34.25
12	\$34.25
13	\$34.25
14	\$34.25
15	\$34.25
16	\$34.25
17	\$34.25
18	\$34.25
19	\$34.25
20	\$34.25
21	\$34.25
22	\$34.25
23	\$34.25
24	\$34.25
25	\$34.25
26	\$34.25
27	\$34.25
28	\$34.25
29	\$34.25
30	\$34.25
31	\$34.25
32	\$34.25
33	\$34.25
34	\$34.25

S C H E D U L E "A"

<u>UNIT NO.</u>	<u>MONTHLY PAYMENT OF COMMON EXPENSES</u>
35	\$34.25
36	\$34.25
37	\$34.25
38	\$34.25
39	\$34.25
40	\$34.25
41	\$34.25
42	\$34.25
43	\$34.25
44	\$34.25
45	\$34.25
46	\$34.25
47	\$34.25
48	\$34.25
49	\$34.25
50	\$34.25
51	\$34.25
52	\$34.25
53	\$34.25
54	\$34.25
55	\$34.25
56	\$34.25
57	\$34.25
58	\$34.25
59	\$34.25
60	\$34.25
61	\$34.25
62	\$34.25
63	\$34.25
64	\$34.25
65	\$34.25
66	\$34.25
67	\$34.25
68	\$34.25

SCHEDULE "A"

<u>UNIT. NO.</u>	<u>MONTHLY PAYMENT OF COMMON EXPENSES</u>
69	\$34.25
70	\$34.25
71	\$34.25
72	\$34.25
73	\$34.25
74	\$34.25
75	\$34.25
76	\$34.25
77	\$34.25
78	\$34.25
79	\$34.25
80	\$34.25
81	\$34.25
82	\$34.25
83	\$34.25
84	\$34.25
85	\$34.25
86	\$34.25
87	\$34.25
88	\$34.25
89	\$34.25
90	\$34.25
91	\$34.25
92	\$34.25
93	\$34.25
94	\$34.25
95	\$34.25
96	\$34.25
97	\$34.25
98	\$34.25
99	\$34.25
100	\$34.25
101	\$34.25
102	\$34.25

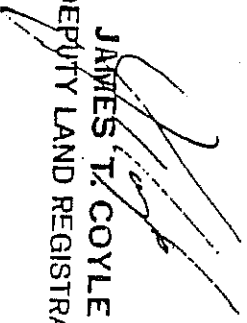
SCHEDULE "A"

<u>UNIT NO.</u>	<u>MONTHLY PAYMENT OF COMMON EXPENSES</u>
103	\$34.25
104	\$34.25
105	\$34.25
106	\$34.25
107	\$34.25
108	\$34.25
109	\$34.25
110	\$34.25
111	\$34.25
112	\$34.25
113	\$34.25
114	\$34.25
115	\$34.25
116	\$34.25
117	\$34.25
118	\$34.25
119	\$34.25
120	\$34.25
121	\$34.25
122	\$34.25
123	\$34.25
124	\$34.25
125	\$34.25
126	\$34.25
127	\$34.25
128	\$34.25
129	\$34.25
130	\$34.25
131	\$34.25
132	\$34.25
133	\$34.25
134	\$34.25
135	\$34.25

239016

RECEIVED
LAND TITLES DIVISION
OF THE MINISTRY OF
HOUSING

Apr 20 4 00 PM '80


JAMES T. COYLE
DEPUTY LAND REGISTRAR

DATED 16TH day of April 1980

CARLETON CONDOMINIUM CORPORATION

NO. 63

BY-LAW NO. 2

GARY R. BARNES
Barrister & Solicitor
P.O. Box 496
RUSSELL, Ontario
K0A 3B0

C E R T I F I C A T E

CARLETON CONDOMINIUM CORPORATION NO. 63 Hereby certifies that the By-Law attached hereto, being By-Law No. 2 of Carleton Condominium Corporation No. 63 was made in accordance with The Condominium Act, Statutes of Ontario 1978, Chapter 84, and any amendments thereto, the Declaration and the By-Laws of the said CARLETON CONDOMINIUM CORPORATION NO. 63, and that the said By-law Number two has not been amended and is in full force and effect.

DATED AT OTTAWA this 16th day of April, 1980.

CARLETON CONDOMINIUM CORPORATION NO. 63

Per: _____

[Handwritten Signature]
President

Per: _____

[Handwritten Signature]
Secretary-Treasurer

BY-LAW NUMBER TWO

ARTICLE 1

ARTICLE VI of By-Law No. 1 of Carleton Condominium Corporation No. 63 is hereby repealed and replaced by the following:

ARTICLE VI.

(a) Number and Quorum

The affairs of the said Corporation shall be managed by the Board of Directors consisting of seven (7) persons, of whom five (5) shall constitute a quorum for the transaction of business at any meeting of the directors. If a vacancy in the membership of the Board occurs the President of the Corporation shall call for a vote of the membership of the Corporation to fill the vacancy for the remainder of the term. The vote shall be conducted in a place, time and manner as determined by the President. The membership of the Corporation shall be notified of the vacancy not less than ten (10) days prior to the vote and asked to submit nominations in writing to the Board not less than three (3) days prior to the vote. If for any reason a vote is not successful in placing a new member to the Board the President may, with majority consent of the Board appoint a qualified person to fill the vacancy until the next annual general meeting. Notwithstanding vacancies, remaining Directors may exercise all the powers of the Board so long as a quorum of the Board remains in office.

(b) Election and Term

The Directors of the Corporation shall be elected by the membership of the Corporation for a term of one (1) year. Upon expiration of their respective terms of office they shall retire, but shall be eligible for re-election. Notwithstanding paragraph (a) of Article VI, elections shall be conducted at the annual general meeting.

(c) Qualifications and Nomination

Each member of the Board shall be eighteen (18) years of age or more and need not be a member of the Corporation. Subject to the foregoing, any person may be nominated for election to the Board providing such nomination may be made only by either an owner or a mortgagee having first priority of registration.

(d) Removal of Directors and Filling of Vacancies

Any Director may be removed before the expiration of his term by a vote of members who together own a majority of the units and the members may elect any person qualified under the Declaration or By-Laws for the remainder of the term of the Director removed.

ad

(e) 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 a Vice-President who is a Director or any two (2) Directors may determine, and the Secretary shall call meetings when directly authorized by the President or by the Vice-President who is a Director or by any two (2) Directors.

Notice of any meeting so called shall be given personally, by ordinary mail or telegraph to each Director not less than forty-eight (48) hours (excluding any part of a Sunday or of a holiday as defined by the Interpretation Act of Canada for the time being in force) before the time when the meeting is to be held, save that no notice of a meeting shall be necessary if all the Directors are present and consent to the holding of such meeting or if those absent have waived notice of or otherwise signified in writing their consent to the holding of such meeting.

(f) Regular Meetings

The Board may appoint a day or days in any month or months for regular meeting 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.

(g) First Meeting of New Board

The Board may without notice hold its first meeting for the purpose of organization immediately following the meeting of members at which a Director or Directors of such Board was elected, provided a quorum of Directors be present.

(h) Interest of Directors in Contracts

No Director shall be disqualified from his office by contracting with the Corporation nor shall any contract or arrangement entered into on behalf of the Corporation with any Director or in which any Director is in any way interested be voided, 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 relationship thereby established provided that the provisions of paragraph (i) of this Article VI are complied with.

C.W.

(i) Declaration of Interest

It shall be the duty of every Director of the Corporation who is in any way, whether directly or indirectly, interested in a contract or arrangement or proposed contract or arrangement with the Corporation to declare such interest and to refrain from voting in respect thereto, provided, however, that such prohibition against voting shall not apply during such time as the Declarant who registered the Declaration is represented on the Board by three (3) or more Directors.

(j) Protection of Directors and Officers

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

(k) Indemnity of Directors and Officers

Every Director or Officer of the Corporation and his heirs, executors and administrators and estate and effects respectively shall from time to time and at all times be indemnified and saved harmless out of the funds of the Corporation from and against,

- (i) all costs, charges and expenses whatsoever which such Director or Officer sustains or incurs in or about any actions, suit or proceeding which is brought, commenced or prosecuted against him for or in respect of any act, deed, matter or thing whatsoever made, done or permitted by him, in or about the execution of the duties of his office, except dishonest or fraudulent act or acts;
- (ii) all other costs, charges and expenses which he properly sustains or incurs in or about or in relation to the affairs thereof.

Ad

(l) Voting

At all meetings of the Board all resolutions shall be decided by a majority of votes cast on the resolution, and in case of an equality of votes the Chairman of the meeting shall be entitled to a second or casting vote.

(m) Officers of the Board

(i) Elected Officers

At the general meeting elections shall be held to elect seven (7) Directors of the Board. The membership shall elect a President, a Vice-President, a Secretary/Treasurer, a Pool Director, a Director of Grounds Maintenance, a Parking and Traffic Director and a Common Elements Maintenance Director.

(ii) Appointed Officers

The Board may appoint one (1) or more assistants to help any elected Officer, as the Board may determine, from time to time.

(iii) Term of Office

Each Officer shall assume the duties of the position upon election and shall continue to fulfil the duties until his term has expired either through removal from office pursuant to Article VI (d) or retirement.

(iv) President

The President shall be the chief Executive of the Corporation and shall be charged with general supervision of the business and affairs of the Corporation. The President shall when present, preside at all meetings of the members of the Corporation and of the Board. The President is responsible, through communication with the Secretary/Treasurer, for welcoming new Unit Owners/Tenants in order to outline policies and procedures. The President shall advise the membership of regular scheduled meeting and events, and shall present an information package, maintained by the Vice-President, containing material the Board may deem necessary from time to time. The President shall provide liaison to the outside Community with respect to Condominium Business and Information, as sources are available. The President is responsible for effective reporting and communication with the Unit Owners/Tenants in the predetermined areas as defined by the Board, and further must report to the Board any incidents requiring the Board's attention.

The President shall receive an honorarium from the Corporation of fifty (50) dollars per month.

al.

(v) Vice-President

The Vice-President shall perform the functions and duties of the President in his absence. The Vice-President is responsible for the Newsletter information gathering, publication, and distribution on a regular basis, and further is responsible for the format and content of the Newsletter as authorized by the Board. The Vice-President is charged to maintain a package of information on the Corporation and surrounding facilities, to be used by the President in his welcoming function, and further is responsible for the content and format of the information package as authorized by the Board. The Vice-President is responsible for effective reporting and communication with the Unit Owners/Tenants in the predetermined areas as defined by the Board, and further must report any incidents that require the Board's attention.

The Vice-President shall receive an honorarium from the Corporation of fifty (50) dollars per month.

(vi) Secretary/Treasurer

The Secretary/Treasurer shall publish or authorize the publication of all official Corporation notices. The Secretary/Treasurer shall keep minutes of all proceedings at meetings of the Board or membership. The Secretary/Treasurer is the custodian of all records, books and instruments of the Corporation. The Secretary/Treasurer shall provide sufficient copies of documents when required.

The Secretary/Treasurer shall record all receipts and disbursements of the Corporation. The Secretary/Treasurer shall, under the direction of the Board, control the deposit of all money, the safekeeping of all securities, and the disbursements of all funds. The Secretary/Treasurer is accountable to the Board through a published financial statement on a monthly basis.

The Secretary/Treasurer is responsible for the typing of Corporation documents and papers. The Secretary/Treasurer is charged to review or cause to have reviewed, on a daily basis, the mail and the recording equipment of the Corporation, and to take necessary action when required. The Secretary/Treasurer shall report weekly to the President on such action.

AW

The Secretary/Treasurer is responsible for the effective reporting and communication with the Unit Owners/Tenants in the predetermined areas as defined by the Board, and further must report any incidents that require the Board's attention.

The Secretary/Treasurer shall receive an honorarium from the Corporation of one hundred (100) dollars per month.

(vii) Director of Grounds Maintenance

The Director of Grounds Maintenance shall be the liaison on behalf of the Corporation with the contractors or their representatives. The Director of Grounds Maintenance must perform regular and periodic inspections of the grounds, and report to the Board, as well as to communicate as required with the contractors. The Director of Grounds Maintenance must provide a contact procedure for inquiries to the Township on those matters that are related to the grounds, the foregoing includes but is not limited to the subjects of garbage, sewers, and grounds maintenance. The Director of Grounds Maintenance must inspect on a regular basis the playground areas and other general facilities of the grounds, and ensure that appropriate action is taken to keep the facilities clean and in good order, and further must report to the Board on such inspection and actions.

The Director of Grounds Maintenance is responsible for effective reporting and communication with the Unit Owners/Tenants in the predetermined areas as defined by the Board, and further must report any incidents that require the Board's attention.

The Director of Grounds Maintenance shall received an honorarium from the Corporation of fifty (50) dollars per month.

(viii) Director of Common Elements Maintenance

The Director of Common Elements Maintenance is charged to use good judgment as a guideline to effect necessary repairs and replacements of common elements or portions thereof, as outlined in the Declaration and By-Laws. The Director of Common Elements Maintenance is responsible to provide and maintain a list of available and reputable contractors, and capable unit owners, who can assist in effecting necessary repairs. The Director of Common Elements Maintenance is required to have Board authorization for expenditures over an amount defined by the Board from time to time. The Director of Common Elements Maintenance shall monitor on a regular basis the snow load on the roofs of all buildings in the Corporation, and take such appropriate and timely action as required and report to the Board on such actions. The Director of Common Elements Maintenance must examine the walls, fences and doors of all buildings in the Corporation and take appropriate and timely action when required and report to the Board on such actions.

CM

The Director of Common Elements Maintenance is responsible for effective reporting and communication with the Unit Owners/Tenants in the predetermined areas as defined by the Board, and further must report any incidents that require the Board's attention.

The Director of Common Elements Maintenance shall receive an honorarium from the Corporation of fifty (50) dollars per month.

(ix) Director of the Pool

The Director of the Pool is responsible for planning the yearly schedules for pool cleaning, identification of authorized users, pool opening, contract services, hours of operation, special activities, pool closing and clean-up. The Director of the Pool must provide supervision for lifeguard activities and daily required maintenance, and further must report to the Board on a regular basis. The Director of the Pool shall provide a liaison between the Corporation and the contractors involved with the pool operation. The foregoing includes but is not limited to lifeguard services, maintenance contractors, and the pool and building cleaning teams. The Director of the Pool shall be familiar with the general operation of the pool equipment, machinery and chemicals.

The Director of the Pool shall inspect on a daily basis the activities that come within the realm of the above listed responsibilities, and report unusual incidents to the Board. The Director of the Pool is required to assist the Grounds and Common Elements Maintenance Directors as determined by the Board.

The Director of the Pool is responsible for effective reporting and communication with the Unit Owners/Tenants in the predetermined areas as defined by the Board, and further must report any incidents that requires the Board's attention.

The Director of the Pool shall receive an honorarium from the Corporation of fifty (50) dollars per month.

QJL

(x) Director of Parking and Traffic

The Director of Parking and Traffic is required to maintain an accurate list of all parking spots and their designated uses. The Director of Parking and Traffic is responsible for allocating those parking spots defined by the Board as "rental" to Unit Owners/Tenants for a fee, following the policies and guidelines set by the Board. The Director of Parking and Traffic is charged to collect monies for parking fees and forward same to the Secretary/Treasurer. The Director of Parking and Traffic shall provide parking contracts for rental users. The Director of Parking and Traffic shall examine on a regular basis the signs and indicators and other equipment associated with parking and traffic throughout the Corporation and is responsible for their maintenance and upkeep. The Director of Parking and Traffic shall act as the official Corporation policing officer for all parking and traffic violations and shall take appropriate steps as defined by the Board against offenders, and report all violations to the Board. The Director of Parking and Traffic shall provide a contact procedure with the Township in areas related to parking, traffic and police. The Director of Parking and Traffic is required to assist the Ground and Common Elements Maintenance Directors as determined by the Board.

The Director of Parking and Traffic is responsible for effective reporting and communication with the Unit Owners/Tenants in the predetermined areas as defined by the Board, and further shall report any incidents that require the Board's attention.

The Director of Parking and Traffic shall receive from the Corporation an honorarium of fifty (50) dollars per month.

(xi) Agents and Attorneys

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

Cuf

BY-LAW NUMBER TWO OF THE CARLETON CONDOMINIUM
CORPORATION NO. 63

WHEREAS A Declaration was registered in the Office of Land Titles at Ottawa on the 9th day of October , 1975 as Instrument Number 123369 together with a Description covering all and singular that certain parcel or tract of land and premises situate, lying and being in the Township of Gloucester in the Regional Municipality of Ottawa-Carleton and being composed of the lands more particularly described in Carleton Condominium Plan No. 63.

AND WHEREAS The Condominium Act, Statutes of Ontario 1978, Chapter 84 and amendments thereto (hereinafter called the "Act") provided that the Board may pass By-Laws which become effective upon confirmation by owners who own not less than 51% of the Units.

AND WHEREAS the Board considers it desirable to constitute changes in the Election, Term of Office and Remuneration of the Directors and Officers.

NOW THEREFORE, under authority of the said Act and the said Declaration, proper notice having been given to all members of the Corporation and to all Registered Chargees in first priority, BE IT enacted as By-Law Number Two of the Carleton Condominium Corporation No. 63 this 16th day of April , 1980.

CA.

BY-LAW NO. 4

OF

CARLETON CONDOMINIUM CORPORATION NUMBER 53

WHEREAS By-Law No. 2 of Carleton Condominium Corporation provides, inter alia, that various Officers and Directors of the Corporation are to receive an honorarium from the Corporation of Fifty (\$50.00) Dollars per month;

WHEREAS By-Law No. 3 of Carleton Condominium Corporation ~~provides~~ provides for an increase in the honorarium which the said Officers and Directors of the Corporation are to receive;

AND WHEREAS the Corporation considers it desirable to increase the amount of said honorarium;

NOW THEREFORE, under the authority of The Condominium Act, being Chapter 4 of the Revised Statutes of Ontario, 1980, and any amendments thereto, the Declaration and the By-Laws of the Corporation, be it enacted as a By-Law of the Corporation as follows:

1. By-Law No. 2 of the Corporation is hereby amended to provide that the honorarium to be paid by the Corporation to the President, Vice-President, Director of Grounds Maintenance, Director of Common Elements Maintenance, Director of the Pool and Director of Parking and Traffic is hereby increased from Fifty (\$50.00) Dollars per month to Eighty (\$80.00) Dollars and the honorarium for the Secretary-Treasurer is hereby increased to One Hundred and Sixty Dollars (\$160.00) per month with such increases to take effect for the 1986 fiscal year of the Corporation; and
2. All other terms and provisions of By-Law No. 2 of the Corporation not inconsistent herewith are hereby confirmed.

Enacted this 10th day of February, 1986.

Edward H. Finn
Vice-President

Joy Linn
Secretary-Treasurer



By-law #5

of

Carleton Condominium Corporation
#63

Whereas By-law #4 of Carleton Condominium Corporation #63 provides, inter alia, that various officers and Directors of the Corporation are to receive an honorarium of eighty (\$80.00) per month;

And whereas the Corporation considers it desirable to increase the amount of such honorarium to two hundred (\$200.00) per month for the president and the secretary-treasurer of the Corporation, and one hundred (\$100.00) per month for the vice-president, the Grounds maintenance director and the Building maintenance director;

Now therefore, under the authority of the Condominium Act, being Chapter 4 of the revised Statutes of Ontario, 1980, and any amendments thereto, the Declaration and the By-laws of the Corporation as follows:

- 1- By-law #4 is hereby amended to provide that the officers of the Corporation receive the above-mentioned honorarium (being two hundred --\$200.00-- for the president and the secretary-treasurer and one hundred --\$100.00-- for the vice-president, the Grounds maintenance director and the Building maintenance director) and such practice take into effect for the 1987-88 fiscal year of the Corporation;

and

- 2- All other terms and provisions of By-law #4 of the Corporation not inconsistent herewith are hereby confirmed.

Moved by Rene Blais
Seconded by Ken Steegstra
Meeting of the Board Of Directors,
October 17, 1987

Enacted this 26th day of November, 1987
Annual General Meeting

Vice-president

Secretary-treasurer

By-law #5

of

Carleton Condominium Corporation
#63

Whereas By-law #4 of Carleton Condominium Corporation #63 provides, inter alia, that various officers and Directors of the Corporation are to receive an honorarium of eighty (\$80.00) per month:

And whereas the Corporation considers it desirable to increase the amount of such honorarium to two hundred (\$200.00) per month for the president and the secretary-treasurer of the Corporation, and one hundred (\$100.00) per month for the vice-president, the Grounds maintenance director and the Building maintenance director:

Now therefore, under the authority of the Condominium Act, being Chapter 4 of the revised Statutes of Ontario, 1980, and any amendments thereto, the Declaration and the By-laws of the Corporation as follows:

- 1- By-law #4 is hereby amended to provide that the officers of the Corporation receive the above-mentioned honorarium (being two hundred --\$200.00-- for the president and the secretary-treasurer and one hundred --\$100.00-- for the vice-president, the Grounds maintenance director and the Building maintenance director) and such practice take into effect for the 1987-88 fiscal year of the Corporation;

and

- 2- All other terms and provisions of By-law #4 of the Corporation not inconsistent herewith are hereby confirmed.

Moved by Rene Blais
Seconded by Ken Steegstra
Meeting of the Board Of Directors,
October 17, 1987

Enacted this 26th day of November, 1987
Annual General Meeting

Vice-president

Secretary-treasurer

Carleton Condominium Corporation No. 63

By-law #7

Whereas By-law #6 of Carleton Condominium Corporation No. 63 provides that the honoraria for the President and Secretary-Treasurer will be at the rate of two times the monthly common charges fee and that the honoraria for the Vice-President, the Director, Common Elements, and the Director, Grounds Maintenance, will be at the rate of the monthly common charges fee;

And whereas Carleton Condominium Corporation No. 63 is desirous of maintaining the honoraria for the Director, Common Elements at the rate of two (2) times the common charges fee, as set out in the annual budgets of the Corporation;

And whereas the Corporation is desirous of re-assigning responsibility for the Corporation swimming pool from the Director, Grounds Maintenance to the Vice President;

Therefore, pursuant to the provisions of the *Condominium Act*, R.S.O. 1990, c. 26 and amendments thereto, the *Declaration* of this Corporation, and the By-laws, By-law #6 is amended as follows:

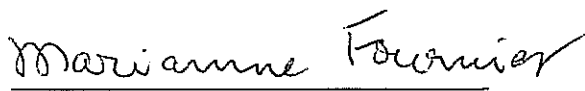
- 1. A) The honoraria for the Director, Common Elements will be at the rate of two times the monthly common charges fees.
- B) The honoraria for the remaining Board members shall be set in accordance with By-law #6.
- C) The honoraria proposed in subsection 1(A) shall remain in effect for the entire fiscal year of the Corporation.
- D) The duties of the Director, Grounds Maintenance relating to the Corporation swimming pool are transferred to the Vice-President.
- E) The transfer of duties proposed in subsection 1 (D) will take effect upon the enactment of this By-law.
- 2. A) All the other terms and provisions of By-law #6 of the Corporation not inconsistent herewith are hereby confirmed.

Moved by: Jon Fotheringham
Seconded by: Chris Currie
Meeting of the Board of Directors
November 1, 1995.

Enacted this 29th day of November, 1995



President



Secretary-Treasurer

CARLETON CONDOMINIUM CORPORATION NO. 63

BY-LAW NO. 8

WHEREAS By-laws Number 6 and Number 7 of Carleton Condominium Corporation No. 63 provide for the amount of the honouraria paid to members of the condominium's Board of Directors, and

WHEREAS the members of the Corporation agree to supplement the amount of the honouraria provided for by By-laws Number 6 and 7 paid to a member of the condominium's Board of Directors upon his or her election to a fourth consecutive term in the same position, by the amount of fifty dollars (\$50.00) per month

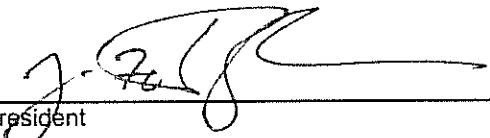
Moved: Jon Fotheringham
Seconded: Kim Mackie
Vote: approved.

at the November 10th, 1999 meeting of the Board of Directors

THEREFORE, pursuant to the provisions of the *Condominium Act of Ontario*, R.S.O. 1990, c. 26 and amendments thereto, the *Declaration* of this Corporation, and its By-laws, the members of the Corporation hereby enact By-law Number 8 with the following amendment:

that the members of the Corporation voted to supplement the amount of the honouraria provided for by By-laws Number 6 and 7 paid to a member of the condominium's Board of Directors upon his or her election to a **second** consecutive term in the same position, by the amount of fifty dollars (\$50.00) per month.

Enacted by the membership this 8th day of December, 1999



President

CARLETON CONDOMINIUM CORPORATION NO. 63**BY-LAW NO. 9**

WHEREAS Section 9 of the *Condominium Act* permits the Corporation, by Special By-law, to lease any part of the common elements, except any part that the Declaration specifies is to be used by the owners of one or more designated units and not by all the owners;

AND WHEREAS Bell Canada has asked the Corporation to grant an easement for new switching cabinets to service the lands comprising Carleton Condominium Plan No. 63 and other lands;

BE IT ENACTED as By-law No. 9 of the Corporation, being a special By-law of Carleton Condominium Corporation No. 63 ("the Corporation") made pursuant to sections 1 and 9 of the *Condominium Act*, R.S.O. 1990 c. C.26, authorizing the granting of an easement in favour of Bell Canada, as follows:

**ARTICLE I
DEFINITIONS**

All words used herein which are defined in the *Condominium Act*, R.S.O. 1990, c. C-26, 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
EASEMENT AGREEMENT**

The Corporation is hereby authorized to grant an easement in favour of Bell Canada on terms acceptable to the Board of Directors, which terms shall include but may not be limited to the following:

1. The area subject to the easement shall not exceed four metres by four metres square and shall be located in the approximate location shown on the sketch attached to this by-law;
2. The purpose of the easement shall be to accommodate three new switching cabinets to be located on the lands subject to the easement and the operation of those switching cabinets for the purposes intended;
3. Bell Canada shall obtain any required planning approvals or consents necessary to the valid creation of the easement;
4. Bell Canada shall pay all reasonable legal costs incurred by the Corporation in relation to the easement;
5. Bell Canada shall save the Corporation harmless from any loss, costs or damages that the Corporation or any of its residents may suffer as a result of the existence or operation of the switching cabinet;

CARLETON CONDOMINIUM CORPORATION NO. 63

BY-LAW NO. 10

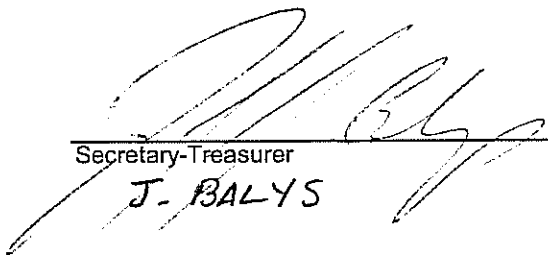
WHEREAS the members of the Corporation agree that the Board of Directors shall contract for the provision of security services to conduct surveillance of common-element property,

THEREFORE, pursuant to the provisions of the Condominium Act, S.O. 1998, c. 19 and amendments thereto, the Declaration of this Corporation, and its By-laws, the members of the Corporation hereby passes By-law Number 10.

ENACTED by a special vote of the membership this 6th day of May, 2001



President
J. FOTHERINGHAM



Secretary-Treasurer
J. BALYS

Carleton Condominium Corporation No. 63

By-law No. 11

Whereas By-laws Nos. 6 and 7 of Carleton Condominium Corporation No. 63 provide that the honoraria for the President, Secretary-Treasurer and Director, Building Maintenance shall be at the rate of twice the monthly contribution to the common expenses;

And, whereas Carleton Condominium Corporation No. 63 wishes to maintain the honoraria for the Director, Grounds Maintenance at the same rate of twice the monthly contribution to the common expenses, as set out in the annual budgets of the Corporation;

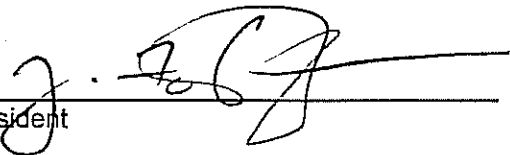
Therefore, pursuant to the provisions of the *Condominium Act*, S.O. 1998, c. 19 and amendments thereto, the *Declaration* of this Corporation, and its By-laws, By-law No. 6 is amended as follows:

1. A) the honoraria for the President, Secretary-Treasurer, Director, Common Elements and Director, Grounds Maintenance will be at the rate of twice the monthly contribution to the common expenses;
- B) the honoraria for the Vice President & Director, Pool, Parking and Traffic shall be at the rate of the monthly contribution to the common expenses during the months of October through April, and at the rate of twice the monthly contribution to the common expenses for the months of May through September;
2. A) all other terms and provisions of By-laws Nos. 5, 6 and 7 of the Corporation not inconsistent herewith are hereby confirmed.

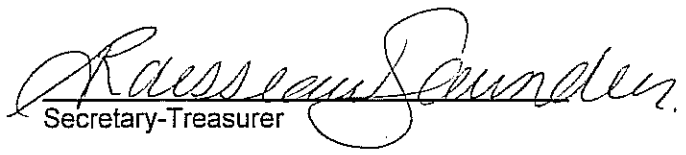
Moved by: Esther Peterson, unit 71
Seconded by: Catherine Clifford, unit 51

Passed by: members attending the 32nd Annual General Meeting.

Enacted this 16th day of March, 2008



President



Secretary-Treasurer

Carleton Condominium Corporation No. 63

By-law No. 11

Whereas By-laws Nos. 6 and 7 of Carleton Condominium Corporation No. 63 provide that the honoraria for the President, Secretary-Treasurer and Director, Building Maintenance shall be at the rate of twice the monthly contribution to the common expenses;

And, whereas Carleton Condominium Corporation No. 63 wishes to maintain the honoraria for the Director, Grounds Maintenance at the same rate of twice the monthly contribution to the common expenses, as set out in the annual budgets of the Corporation;

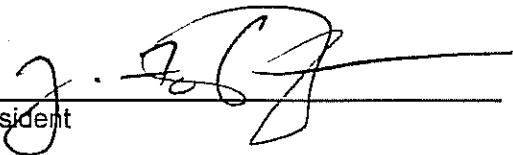
Therefore, pursuant to the provisions of the *Condominium Act*, S.O. 1998, c. 19 and amendments thereto, the *Declaration* of this Corporation, and its By-laws, By-law No. 6 is amended as follows:

1. A) the honoraria for the President, Secretary-Treasurer, Director, Common Elements and Director, Grounds Maintenance will be at the rate of twice the monthly contribution to the common expenses;
- B) the honoraria for the Vice President & Director, Pool, Parking and Traffic shall be at the rate of the monthly contribution to the common expenses during the months of October through April, and at the rate of twice the monthly contribution to the common expenses for the months of May through September;
2. A) all other terms and provisions of By-laws Nos. 5, 6 and 7 of the Corporation not inconsistent herewith are hereby confirmed.

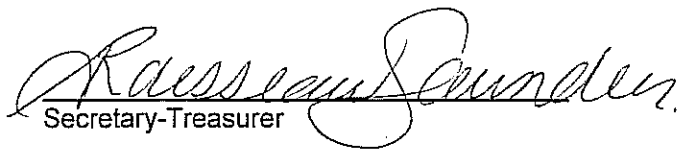
Moved by: Esther Peterson, unit 71
Seconded by: Catherine Clifford, unit 51

Passed by: members attending the 32nd Annual General Meeting.

Enacted this 16th day of March, 2008



President



Secretary-Treasurer

Schedule "A"

CARLETON CONDOMINIUM CORPORATION NO. 63

BY-LAW NO. 12

Respecting Directors' Remuneration

BE IT ENACTED as By-Law No. 12 of CARLETON CONDOMINIUM CORPORATION NO. 63 (hereinafter referred to as the "Corporation") as follows:

WHEREAS:

(A) Pursuant to Section 56 (1) (a) of the Act, the Corporation can pass by-laws to govern the remuneration of the Directors.

(B) Section 56 (2) of the Act also states as follows:

(2) A by-law relating to the remuneration of directors shall fix the remuneration and the period not exceeding three years for which it is to be paid.

(C) Due to innocent oversight, the Corporation has not passed a by-law respecting Directors' remuneration since By-law No. 11 (which was passed on March 16, 2008).

NOW THEREFORE BE IT ENACTED AS A BY-LAW OF THE CORPORATION AS FOLLOWS:

**ARTICLE I.
DEFINITIONS**

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

**ARTICLE II.
REMUNERATION OF DIRECTORS PRIOR TO APRIL 2018**

All remuneration paid by the Corporation to its Directors (as noted in the Corporation's audited financial statements and/or budgets), prior to April 2018 is hereby confirmed. This by-law accordingly approves the payment of such remuneration to the past and present Directors.

**ARTICLE III.
REMUNERATION OF DIRECTORS BEGINNING MARCH 31, 2018**

(1) Effective March 31, 2018, the Corporation shall pay remuneration to each of the Directors as noted in Paragraph (2) below.

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

- (a) Each Director shall be paid an amount (monthly) equal to the monthly common expenses for Unit 1, Level 1 as at April 22, 2018 (\$395.00 per month).
- (b) The aforesaid payments shall be made monthly, at the same time that monthly common expenses are payable.
- (c) The aforesaid payments may be made by way of credit against any common expenses payable by the Director.
- (d) The Corporation shall make the payments described above until September 30, 2019. Thereafter, such payments shall be made in a given fiscal year provided the owners have approved such payments by resolution of the owners at the Corporation's Annual General Meeting held during the prior fiscal year.
- (e) The Directors' remuneration described in this article is for fulfilment of the normal duties of a condominium Director, and is not in any way compensation for condominium management services (as defined in the *Condominium Management Services Act*) which may or may not be performed by any of the Directors.
- (f) Notwithstanding the foregoing, no monthly remuneration will be paid to the Directors as described in this Article if the Corporation hires a professional property manager to manage the affairs of the Corporation. (In such circumstances, the monthly remuneration paid to the Directors will end on the date that the professional property manager commences management of the Corporation.)

**ARTICLE IV.
MISCELLANEOUS**

- (1) Invalidity: The invalidity of any part of this by-law shall not impair or affect in any manner the validity and enforceability or effect of the balance thereof.
- (2) Waiver: No restriction, condition, obligation or provision contained in this by-law shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.
- (3) Alterations: This by-law or any part thereof may be amended or repealed by a by-law passed in accordance with the provisions of the Act, and the Declaration.
- (4) Preparation: This document was prepared in the year 2018 by Davidson Houle Allen LLP in conjunction with the corporation.

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

DATED this 22nd day of April, 2018.

CARLETON CONDOMINIUM CORPORATION NO. 63



Print Name: **J. FOTHERINGHAM**
Print Title: **PRESIDENT**

I have authority to bind the Corporation.