

DECLARATION MADE

6/8/77

PURSUANT TO

THE CONDOMINIUM ACT, 1967.

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I. MINTO CONSTRUCTION LIMITED, a private company incorporated under the laws of the Province of Ontario, having its Head Office at the City of Ottawa, in the Regional Municipality of Ottawa-Carleton,
(hereinafter referred to as the "Declarant")

the registered owner in fee simple with an absolute title of that certain parcel of land registered under The Land Titles Act as Parcel T-1 in the Register for Section 259 situate in the Township of Gloucester, in the Regional Municipality of Ottawa-Carleton and more particularly described in Schedule "A" hereto declares its intention that the said parcel and the interests appurtenant thereto be governed by The Condominium Act, 1967, from and after the registration of this Declaration and of the Description registered herewith.

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II. In this Declaration, unless the context otherwise requires,

- (a) "The Act" means "The Condominium Act, 1967", and any amendments made thereto.
- (b) "The Corporation" means the Corporation created under The Condominium Act by the registration of this Declaration and of the said Description.
- (c) Words and phrases defined in The Act have the meaning given to them by The Act.

III.

- (a) In case of conflict between any provision hereof and the Act, the Act governs. In case of conflict between any provision in any By-law or Rule and the Act or this Declaration, the Act or this Declaration, as the case may be, governs.
- (b) The invalidity of any part of this Declaration does not affect the validity of the remainder.
- (c) This Declaration is to be read with all changes of Gender and Number required by the context.
- (d) The marginal notes hereto do not form part of this

Declaration but are inserted for convenience of reference.

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IV. The property is a parcel of land having an area of 7.408 acres on which there have been erected 13 blocks of Garden Homes containing one hundred and one (101) units and six (6) apartment buildings containing eighty-nine (89) units being a total of one hundred and ninety (190) units.

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V. The proportions of the common interests appurtenant to each unit and the proportions in which the Owners of each unit are to contribute to the common expenses are as set out in Schedule "B" attached hereto.

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VI. The address for service of the Corporation is:
55 Sunac Street,
Ottawa, Ontario.

The address for service of the Declarant is:
P.O. Box 5152, Station "F",
Ottawa 5, Ontario.

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VII

- (a) Units 1 to 118, inclusive, on Level 1 are bounded,
 - (i) by the upper face of the concrete floor slab;
 - (ii) by the undecorated lower surface of the second floor ceiling drywall in units 1 to 101, inclusive;
 - (iii) by the back face of the drywall on exterior and party walls, the inner face of basement concrete walls, and the planes joining those surfaces;
 - (iv) by the undecorated lower surface of the ceiling drywall in units 102-118, inclusive;
 - (v) by the extensions of the planes of the surfaces described in sub-paragraph (iii) across the windows and doors leading out of the units;
 - (vi) by the back face of the drywall on exterior walls, load bearing walls and walls separating the unit from other units or the common elements (for units 102 to 118, inclusive).

- (b) All other units are bounded,
- (i) Units 1 to 24, inclusive - Levels 2, 3, and 4 by the top of the plywood underlay on the floors;
 - (ii) by the undecorated lower face of the ceiling drywall;
 - (iii) by the back face of the drywall on exterior walls, load bearing walls and walls separating the unit from other units or the common elements;
 - (iv) by the extensions of the planes of the surfaces described in sub-paragraph (iii) across the windows and doors leading out of the units.
- (c) Notwithstanding sub-paragraphs (a) and (b) of this paragraph VII, the units do not include pipes, wires, cables, conduits, ducts, flues, shafts, public utility lines, breaker boxes, furnaces, controls, radiators, hot water heaters or any other equipment constituting part of the electrical, gas, water, heating or drainage systems.

VIII Common expenses include:

Common expenses

- (a) The expense of the performance of any functions consistent with its objects which the Corporation has the right or duty to perform.
- (b) The cost of electricity, water, heating, fuel, hot water and other utilities or services purchased by the Corporation for use in units or common elements.
- (c) The cost of borrowing money when the borrowing has been authorized by by-law.
- (d) Management Agents fees.
- (e) Insurance Trustee fees.
- (f) The cost of renting hot water heaters for units 1 to 101, inclusive, on Level 1.

Use of Units

IX

- (a) The units shall be used as private residences only.
- (b) No condition shall be permitted to exist and no activity shall be carried on in any unit or the common elements that constitute a nuisance.

with the Act, this Declaration, the By-laws and the Rules in their use of the Units and common elements.

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- (a) The Owner of each unit shall have the exclusive use of one (1) outdoor parking space. The Board shall allocate the parking spaces and may re-allocate them from time to time.
- (b) The Owner of each of units 1 to 101, inclusive, on Level 1, shall have the exclusive use of the enclosed patio to which his unit has access, having a depth of 25 feet and situated immediately to the rear of each unit.
- (c) The Owner of each of units 102 to 118, inclusive, on Level 1, and of each unit on Levels 2, 3, and 4, shall have the exclusive use of one indoor storage space. The Board shall allocate the storage spaces and may re-allocate them from time to time.
- (d) Each Owner shall have the exclusive use of the inner surface of the doors and windows facing into his unit.
- (e) The laundry room, general storage room and garbage room in each apartment building shall be for the exclusive use of Owners of the units in such apartment building.

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XI. No Owner shall lease his Unit unless he causes the tenant to deliver to the Corporation an undertaking under seal to the following effect:

I undertake that I and the members of my household will, in using the Unit rented by me and the Common Elements, comply with The Condominium Act, and the Declaration, By-laws and Rules of the Corporation during the term of my tenancy.

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XII.

- (a) Each Owner shall, subject to Section 17 of The Act, repair his Unit after damage.
- (b) When the Corporation is under a duty to repair any

Unit such duty extends to all improvements -- -- --
the Declarant in accordance with its architectural plans,
notwithstanding that some of such improvements may be made
after registration of this Declaration.

(c) Patios and the inner surfaces of windows and of
doors of which any Owner has exclusive use shall be maintained
by the Owner having exclusive use thereof.

(d) No Owner shall make any structural change in or to
his Unit, decorate or repair any part of the common elements
(except for the inner surface of any window, or inner surface
of doors facing into any unit, of which such owner has the exclusive
use), without the prior written consent thereto of the Board. Any
such change shall, if approved by the Board, be made in accordance
with the provisions of all relevant municipal and other governmental
by-laws, rules, regulations or ordinances, and in accordance with
the conditions, if any, of such approval, by the Board.

(e) Each Owner who has the exclusive use of an indoor storage
space shall be responsible for keeping it clean and free of any
condition or contents that might constitute a nuisance or cause
the rate of fire insurance to be increased.

(f) The Corporation shall keep a set of the Declarant's
architectural plans together with the plans and specifications of
any alterations from time to time made to the Common Elements or
the Units with the approval of the Corporation.

(g) All repairs by the Corporation shall be done under the
supervision of an architect or engineer entitled to practice in
the Province of Ontario and retained by the Corporation unless the
Board determines that the work is minor and the services of an archi-
tect or engineer are not required.

XIII.

Physical
Damage
Insur-
ance

(a) The Corporation shall to the extent available purchase
and keep in force on the buildings including all improvements
to the Units made by the Declarant and on the personal property
owned by the Corporation at least the following insurance coverage:

(i) Fire and extended coverage insurance with vandalism, malicious mischief and water escape endorsements;

(ii) Boiler and machinery insurance.

(b) Such insurance shall cover the full replacement value without deduction for depreciation and shall, to the extent obtainable from the insurance industry, contain the following:

(i) A waiver of any right of subrogation against the Corporation or any Owner or any member of the household of any Owner or the Managing Agent, except in case of arson or fraud by any Owner or member of his household.

(ii) A provision that in no event shall the coverage be brought into contribution with any insurance which may be separately placed by any Owner or Mortgagee.

(iii) Waivers of any defence arising from any act or omission or the breach of any statutory condition by the Corporation or any Owner or Mortgagee.

(iv) A condition preventing cancellation or substantial modification by the carrier without at least sixty (60) days prior notice to all of the insureds and all mortgagees of all units.

(v) A provision that notwithstanding anything to the contrary contained in the said policy of insurance, in the event that the owners do not vote for repair of the damaged property and a notice of termination of the Condominium scheme is registered pursuant to The Condominium Act, it is understood and agreed that the Condominium Corporation has the right to elect a cash settlement without deduction for depreciation.

(c) The Corporation may also purchase such other physical damage insurance as may from time to time be authorized by by-law.

(d) Any physical damage insurance purchased by the Corporation shall be written in the name of the Corporation and of the persons

who are Owners from time to time as insurable
endorsements which Mortgagee endorsements shall be subject to
the provisions hereof.

(a) Physical damage insurance purchased by the Corporation
may provide for deductibility in the amount of \$250.00 on a water
escape claim, \$50.00 on any other claim or such other
deductibility provision as may be authorized by By-law.
That portion of the cost of repairing any loss which, but for the
deductibility provision authorized by this subparagraph, would be
payable by the insurer, shall be a common expense.

(f) No mortgage may be placed against any Unit unless the Mortgagee
agrees to waive any contractual or statutory provision giving
him the right to prevent application of the insurance proceeds to
repair. This paragraph shall be read without prejudice to any
mortgagee's right to exercise the right of an Owner to vote or
to consent if the Mortgage contains a provision giving the
Mortgagee that right and to the Mortgagee's right to have the
insurance proceeds if the property is not repaired.

(g) The Board shall have the exclusive right on behalf of
the Corporation and as agent for all Owners to adjust and settle
all claims in respect of the insurance purchased by the Corporation,
and to give releases, and any claimant, including the Owner of a
damaged unit, will be bound by such adjustment.

(h) Provision shall be made for the issuance of ^{certificate or} certified
copies of all policies and endorsements to the Owners and
Mortgagees. Renewal Certificates or certified copies of new
policies shall be furnished to all Owners and Mortgagees not
later than ten (10) days before the expiry of any current policy.
The Master Policy shall be kept by the Corporation.

(i) Before obtaining or renewing any insurance policy on
the buildings, the Corporation shall obtain an independent
appraisal of the buildings so as to ensure that the insurance
is placed at full replacement value.

(j) The Policies purchased by the Corporation pursuant
to this paragraph shall provide for loss to be payable as
follows:

- (i) In the case of loss to personal property of the Corporation.
- (ii) In the case of loss to the property where the amount payable does not exceed one-sixth (1/6th) of One (1%) per cent of the total insurance stated in the policy in respect of the property, to the Corporation.
- (iii) In all other cases to the insurance trustee.

proceeds
physical
damage
insurance

XIV.

- (a) Whenever the Corporation receives insurance monies from the insurer on account of loss to the property, the Corporation shall disburse the monies for repair of the loss.
- (b) If any part of the monies so received is attributable to loss to a Unit, the Corporation may in the discretion of the Board pay that part directly to the Owner of the Unit who shall complete the repairs within sixty (60) days or such further time as the Board allows.

insurance
trust
receipt

XV.

(a) The Board on behalf of the Corporation shall enter in an Agreement with an Insurance Trustee which shall be a Trust Company registered under The Loan and Trust Corporations Act, and having a capital surplus and undivided profits of at least Ten Million Dollars (\$10,000,000.00) or shall be a Chartered Bank, which Agreement shall provide for the following as well as other terms as the Board agrees to:

- (i) The receipt by the Insurance Trustee of any proceeds of insurance under subparagraph (j) (iii), Paragraph XIII.
- (ii) The holding of such proceeds in trust for those entitled thereto in accordance with this paragraph.
- (iii) The disbursement of such proceeds in accordance with the provisions of the Insurance Trust Agreement.

In the event that the Board is unable to enter into such an agreement with such Trust Company, or such Chartered Bank by reason of their refusal to act, the Board may enter into such agreement with such other corporation authorized to act as a Trustee, as in its discretion the Board may deem advisable.

The Corporation shall pay the fees and disbursements of any Insurance Trustee and any such fees and disbursements shall constitute a Common Expense.

(b) Whenever the Insurance Trustee receives any proceeds of insurance pursuant to the said Agreement, if the property is to be repaired, the Insurance Trustee shall disburse the monies in accordance with the Insurance Trust Agreement.

(c) If the Insurance Trustee receives the proceeds of any insurance and the property is not to be repaired then upon receipt of a certificate duly executed under seal of the president and secretary of the Corporation of termination of the government of the property by The Act, the Insurance Trustee shall hold the monies in its hands in trust for the Owners and Mortgagees of the Units in their respective proportions of the Common Interests and shall pay the share in respect of each unit to the Mortgagees and the Owner of such unit as their interests may appear. For this purpose the Corporation shall be deemed to be a Mortgagee of any Unit against which it has registered a lien for arrears of Common Expenses.

public
liability
insurance

XVI.

The Corporation shall carry public liability insurance with inclusive limit in such amount as the Board may determine but not less than \$1,000,000.00 and without right of subrogation as against members of the Corporation and members of their households. The Owners and such other persons as the Board sees fit may be named as insureds in such insurance policy.

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XVII.

(a) Each Owner shall indemnify the Corporation against loss or expense incurred by it as the result of his wrongful act or omission, or the wrongful act or omission of any occupant of

his Unit or of his servant or invitee, except to the extent that such loss or expense is covered by insurance purchased by the Corporation under Paragraph XIII.

(b) The Corporation shall indemnify any Owner against loss or expense resulting from its wrongful act or omission, except to the extent that such loss or expense is covered by insurance purchased by the Corporation under Paragraph XIII.

(c) Every director or officer of the Corporation shall from time to time and at all times be indemnified and saved harmless by the Corporation from and against:

(i) All costs, charges and expenses whatsoever which such director or officer sustains or incurs in or about any action, 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;

(ii) All other costs, charges and expenses which he sustains or incurs in or about or in relation to the affairs thereof, except such costs, charges or expenses as are occasioned by his own wilful neglect or default.

(d) No director shall be under any liability to the Corporation or an Owner for any act done by him as director or any omission to perform any act required by him as director except in case of fraud.

XVIII.

Director

(a) Every director shall be either an Owner, the spouse of any Owner, a Co-Owner, the nominee of a limited company which is an Owner or Co-Owner, or the nominee of a Mortgagee holding first Mortgages on 25% or more of the units.

(b) No person shall be a director who is a bankrupt or an infant.

notice

(a) Whenever, under the By-laws, notice is required to be given to any Owner, similar notice shall be given to any Mortgagee who has notified the Corporation of registration of his mortgage.

(b) No vote of members may be taken except after a meeting duly called for discussion of the matter on which the vote is taken.

(c) A copy of the Minutes of each annual and special meeting of the Owners shall be furnished to any First Mortgagee on request.

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XX. The failure of the Corporation or any Owner to take action to enforce any provision of the Act, the Declaration, the By-laws or the Rules shall not constitute a waiver of the right to do so thereafter.

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XXI.

(a) For the purpose of Subsections 1 and 2 of Section 14 of the Act, the Board shall decide whether any proposed addition, alteration or improvements to or renovation of the Common Elements or change in the assets of the Corporation is substantial.

(b) When the Board makes a determination for the purposes of Subsection 1 of Section 17 of the Act whether there has been substantial damage to twenty-five (25%) per cent of the buildings, notice of the decision shall be given forthwith by prepaid registered mail to every mortgagee who has given notice to the Corporation of registration of his mortgage.

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XXII.

(a) There shall be no interference with the completion by the Declarant of the Units and Common Elements in accordance with its architectural plans and specifications and with the sale by the Declarant of the Units. Until all units are completed and sold the Declarant may make such use of the unsold units and Common Elements as may facilitate such completion and sale, including but not limited to maintenance of a sales office, the showing of the property and the display of signs.

(b) The Declarant shall be entitled to make such use of the Common Elements and shall have such rights of entry to Units sold by it as are required to enable it to complete the building and to carry out any work under any warranty given by it to the Purchaser of any Unit.

XXIII.

(a) The Corporation will have the right to enter into any unit at any reasonable time on forty-eight (48) hours notice to the Owner or Occupant in order to make inspections with a view to discovering any condition which is likely to damage any part of the property, or to correct any such condition, or for the purpose of maintenance and repair of any installation in the property which is necessary for the provision of services to any Unit or the Common Elements. In case of emergency such entry may be made without notice. The right of entry shall be exercisable by the Board or by a person to whom the Board delegates it.

(b) In case of loss for which an insurance claim is made, the representatives of the insurer will have the right to enter all units and the Common Elements at reasonable times to inspect the damage and any repairs.

(c) An appraiser retained to make an appraisal for the purpose of subparagraph (i) of Paragraph XIII of this Declaration shall have the right to enter any Unit at any reasonable time on forty-eight (48) hours notice to the Owner.

XXIV.

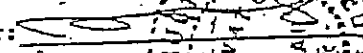
Consent
of
encumbrancers

The consent of all persons having registered encumbrances against the land or interest appurtenant to the land described in the description is contained in Schedule "C" attached hereto.

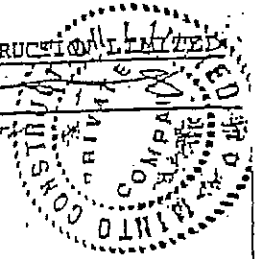
IN WITNESS WHEREOF the Declarant has hereunto affixed
its corporate seal under the hand of its duly authorized officer.

DATED at Ottawa this 30th day of June 1971.

MINTO CONSTRUCTION LIMITED

Per: 

President





I HEREBY CERTIFY that the 17 pages attached hereto form
a true copy of an instrument registered or document deposited
in Land Registry Office No. 4 under

The Land Titles Act



The Registry Act

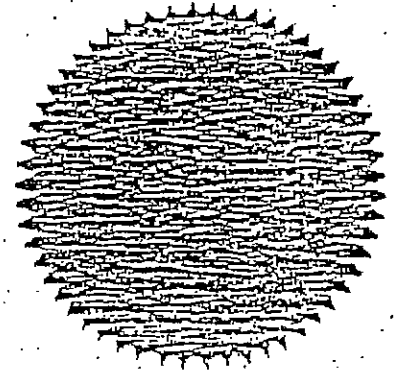


on the 30th day of June
as Number 79156

1971

Dated at Ottawa this 19th day of OCTOBER 1971

[Signature]
Land Registrar



SCHEDULE "B" REFERRED TO IN PARAGRAPH V.
OF THE DECLARATION MADE PURSUANT TO THE
CONDOMINIUM ACT, 1967, BY NINTO CONSTRUCTION
LIMITED DATED THE DAY OF 1971

Unit No. Proportion of Common
Interest appurtenant to
each unit and Percentage
in which Owner of each
Unit is to contribute
to Common Expenses

1	.612
2	.612
3	.612
4	.612
5	.571
6	.571
7	.571
8	.612
9	.612
10	.571
11	.571
12	.612
13	.612
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41	.571
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43	.612
44	.612
45	.612
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47	.612
48	.612
49	.571
50	.612
51	.612
52	.571
53	.571
54	.612
55	.612
56	.612
57	.612
58	.571
59	.571

Unit No. Proportion of Common
 Interest appurtenant to
 each unit and Percentage
 in which Owner of each
 Unit is to contribute
 to Common Expenses

61	.571
62	.571
63	.571
64	.612
65	.612
66	.571
67	.571
68	.571
69	.571
70	.612
71	.612
72	.612
73	.612
74	.612
75	.571
76	.571
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78	.612
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93	.612
94	.571
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98	.571
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100	.612
101	.612
102	.393
103	.431
104	.393
105	.431
106	.431
107	.393
108	.431
109	.431
110	.393
111	.431
112	.431
113	.393
114	.431
115	.431
116	.393
117	.431
118	.431
1	.454
2	.454
3	.454
4	.454

Unit No. Proportion of Common Interest appurtenant to each unit and Percentage in which Owner of each Unit is to contribute to Common Expenses

5	.454
6	.454
7	.454
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No. Unit No. Proportion of Common Interest appurtenant to each unit and Percentage in which Owner of each Unit is to contribute to Common Expenses

17	.454
18	.454
19	.454
20	.454
21	.454
22	.454
23	.454
24	.454

Unit No.

Unit Type

Municipal Address

Unit No.	Unit Type	Municipal Address
61	BR	55F Sumac Street
62	BR	55B "
63	BR	55H "
64	BR	53D "
65	BR	53K "
66	BR	53L "
67	BR	53M "
68	BR	53N "
69	BR	53P "
70	BR	50A "
71	BR	50B "
72	BR	50C "
73	BR	50D "
74	BR	48A "
75	BR	48B "
76	BR	48C "
77	BR	48D "
78	BR	48E "
79	BR	48F "
80	BR	48G "
81	BR	48H "
82	BR	48J "
83	BR	46A "
84	BR	46B "
85	BR	46C "
86	BR	46D "
87	BR	46E "
88	BR	46F "
89	BR	46G "
90	BR	46H "
91	BR	46J "
92	BR	46K "
93	BR	46L "
94	BR	46M "
95	BR	46N "
96	BR	46P "
97	BR	46Q "
98	BR	46R "
99	BR	46S "
100	BR	46T "
101	BR	46U "

Unit No.	Unit Type	Municipal Address
102	Bed.	700 Hamers Rd.
103	Bed.	700 "
104	Bed.	898 "
105	Bed.	898 "
106	Bed.	898 "
107	Bed.	898 "
108	Bed.	898 "
109	Bed.	51 Sumac Street
110	Bed.	51 "
111	Bed.	51 "
112	Bed.	49 "
113	Bed.	49 "
114	Bed.	49 "
115	Bed.	47 "
116	Bed.	47 "
117	Bed.	47 "
118	Bed.	47 "
119	Bed.	700 Hamers Rd.
120	Bed.	" "
121	Bed.	" "
122	Bed.	" "
123	Bed.	" "

BRIDGEMAN'S

Unit No.

Unit Type

Municipal Address

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Bldg.	Unit No.	Unit Type	Address	City	State
2-4	2	Uppr	898	Clasmore Rd.	4
2-5	2	Uppr	898	"	5
2-6	2	Uppr	898	"	6
2-7	2	Uppr	896	"	7
3-4	2	Uppr	896	"	4
3-5	2	Uppr	896	"	5
3-6	2	Uppr	896	"	6
3-7	2	Uppr	896	"	7
4-4	2	Uppr	51	Summit Street	4
4-5	2	Uppr	51	"	5
4-6	2	Uppr	51	"	6
4-7	2	Uppr	51	"	7
5-4	2	Uppr	49	"	4
5-5	2	Uppr	49	"	5
5-6	2	Uppr	49	"	6
5-7	2	Uppr	49	"	7
6-4	2	Uppr	47	"	4
6-5	2	Uppr	47	"	5
6-6	2	Uppr	47	"	6
6-7	2	Uppr	47	"	7
1-8	2	Uppr	800	Summit St.	8
1-9	2	Uppr	800	"	9
1-10	2	Uppr	800	"	10
1-11	2	Uppr	800	"	11
2-8	2	Uppr	898	"	8
2-9	2	Uppr	898	"	9
2-10	2	Uppr	898	"	10
2-11	2	Uppr	898	"	11
3-8	2	Uppr	896	"	8
3-9	2	Uppr	896	"	9
3-10	2	Uppr	896	"	10
3-11	2	Uppr	896	"	11
4-8	2	Uppr	51	Summit Street	8
4-9	2	Uppr	51	"	9
4-10	2	Uppr	51	"	10
4-11	2	Uppr	51	"	11
5-8	2	Uppr	49	"	8
5-9	2	Uppr	49	"	9
5-10	2	Uppr	49	"	10
5-11	2	Uppr	49	"	11
6-8	2	Uppr	47	"	8
6-9	2	Uppr	47	"	9
6-10	2	Uppr	47	"	10
6-11	2	Uppr	47	"	11
1-12	2	Uppr	800	Summit St.	12
1-13	2	Uppr	800	"	13
1-14	2	Uppr	800	"	14
1-15	2	Uppr	800	"	15
2-12	2	Uppr	898	"	12
2-13	2	Uppr	898	"	13
2-14	2	Uppr	898	"	14
2-15	2	Uppr	898	"	15
3-12	2	Uppr	896	"	12
3-13	2	Uppr	896	"	13
3-14	2	Uppr	896	"	14
3-15	2	Uppr	896	"	15
4-12	2	Uppr	51	Summit Street	12
4-13	2	Uppr	51	"	13
4-14	2	Uppr	51	"	14
4-15	2	Uppr	51	"	15

Unit No.

Unit Type

17
15
19
26
22
23
23

Flg.	Bed.	Upper	49	Street	Apt.
5-12	2 Bed.	Upper	49	Street	Apt.
5-13	2 Bed.	Upper	49	"	"
5-14	2 Bed.	Upper	49	"	"
5-15	2 Bed.	Upper	49	"	"
6-12	2 Bed.	Upper	47	"	"
6-13	2 Bed.	Upper	47	"	"
6-14	2 Bed.	Upper	47	"	"
6-15	2 Bed.	Upper	47	"	"

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 Province of Ontario, being part of Block "T" on Plan 859 registered in the Registry Office for the Registry Division of Carleton and now designated as Parts 1, 2 and 3 on a Plan of Survey of record in the Office of Land Titles for the Land Titles Division of Ottawa-Carleton as Plan 4R-206.

each unit and Percentage
in which Owner of each
Unit is to contribute
to Common Expenses

61	.571
62	.571
63	.571
64	.612
65	.612
66	.571
67	.571
68	.571
69	.571
70	.612
71	.612
72	.612
73	.612
74	.612
75	.571
76	.571
77	.571
78	.612
79	.612
80	.612
81	.612
82	.571
83	.571
84	.612
85	.612
86	.571
87	.571
88	.571
89	.571
90	.612
91	.612
92	.612
93	.612
94	.571
95	.571
96	.612
97	.612
98	.571
99	.571
100	.612
101	.612
102	.393
103	.431
104	.393
105	.431
106	.431
107	.393
108	.431
109	.431
110	.393
111	.431
112	.431
113	.393
114	.431
115	.431
116	.393
117	.431
118	.431
1	.454
2	.454
3	.454
4	.454

Unit No. Interest appurtenant to each unit and Percentage in which Owner of each Unit is to contribute to Common Expenses

5 .454
 6 .454
 7 .454
 8 .454
 9 .454
 10 .454
 11 .454
 12 .454
 13 .454
 14 .454
 15 .454
 16 .454
 17 .454
 18 .454
 19 .454
 20 .454
 21 .454
 22 .454
 23 .454
 24 .454

1 .454
 2 .454
 3 .454
 4 .454
 5 .454
 6 .454
 7 .454
 8 .454
 9 .454
 10 .454
 11 .454
 12 .454
 13 .454
 14 .454
 15 .454
 16 .454
 17 .454
 18 .454
 19 .454
 20 .454
 21 .454
 22 .454
 23 .454
 24 .454

1 .454
 2 .454
 3 .454
 4 .454
 5 .454
 6 .454
 7 .454
 8 .454
 9 .454
 10 .454
 11 .454
 12 .454
 13 .454
 14 .454
 15 .454
 16 .454

in which Owner of each
Unit is to contribute
to Common Expenses

17	.454
18	.454
19	.454
20	.454
21	.454
22	.454
23	.454
24	.454

THE LAND TITLES ACT

and

THE CONDOMINIUM ACT

IN THE MATTER of Parcel T-1 in the Register for Section 859
situate in the Township of Gloucester in the Regional Municipality
of Ottawa-Carleton and Province of Ontario, namely,
on Plan 859

Part of Block "T" registered in the Registry Office
for the Registry Division of Carleton and now
designated as Parts 1, 2 and 3 on a Plan of Survey
of record in the Office of Land Titles for the
Land Titles Division of Ottawa-Carleton as Plan
4R-206

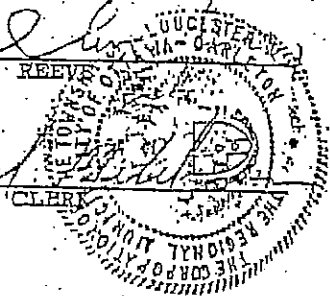
The Corporation of the Township of Gloucester being the Township
named in a subdivision Agreement dated the 9th day of October,
1970 and registered the 29th day of October, 1970 as Number 127291
affecting the lands above described consents to the registration
by Minto Construction Limited of a Declaration submitting the
lands to government by The Condominium Act, 1967.

IN WITNESS WHEREOF The Corporation of the Township of Gloucester
has hereunto affixed its corporate seal under the hands of its
duly authorized officers.

THE CORPORATION OF THE TOWNSHIP
OF GLOUCESTER

Per: *Earl*

Per: *Fred*

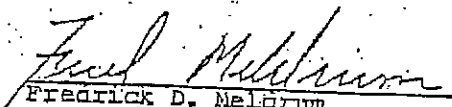


PROVINCE OF ONTARIO)
REGIONAL MUNICIPALITY)
OF OTTAWA-CARLETON)
TO WIT:)

I, FREDRICK D. MELDRUM, of the Township of Gloucester in the Regional Municipality of Ottawa-Carleton, make oath and say as follows:

1. I am the Clerk of the Corporation of the Township of Gloucester.
2. My signature is affixed to the within document together with the signature of Earl Armstrong, the Reeve of the Corporation of the Township of Gloucester and the seal affixed thereto is the corporate seal of the Corporation of the Township of Gloucester.
3. That the Reeve and the Clerk are authorized to execute on behalf of the Corporation of the Township of Gloucester all deeds and other instruments requiring the seal of the Corporation.

SWORN before me at the Township)
of Gloucester in the Regional)
Municipality of Ottawa)
Carleton this 18th day of)
June 1871)
A Commissioner, etc.


Fredrick D. Meldrum

PROVINCE OF ONTARIO

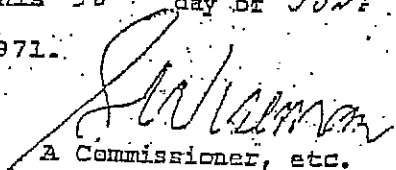
REGIONAL MUNICIPALITY OF
OTTAWA-CARLETON

TO WIT:-

I, DAVID GREENBERG, of the City of Ottawa, in the
Regional Municipality of Ottawa-Carleton, Executive, MAKE OATH
AND SAY AS FOLLOWS:-

1. I am PRESIDENT of Minto Construction Limited.
2. My signature is affixed to the within document and the seal affixed thereto is the corporate seal of the said Company.
3. That under the by-laws of the Company the President or Secretary-Treasurer is authorized to execute on behalf of the Company all deeds and other instruments requiring the seal of the Company.
4. The said Company is, I verily believe, the owner of the land mentioned in the said document.

SWORN before me at the City of
Ottawa, in the Regional
Municipality of Ottawa-Carleton
this 30 day of JUNE
1971.


A Commissioner, etc.

COPY

inclusive

(4) Consideration

SIX THOUSAND Dollars \$ 6,000.00

(5) Description This is a: Property Division Property Consolidation

All units and common elements of Carleton Condominium Plan No. 6, being Part 1 on Plan 4R-16240, City of Gloucester, in the Regional Municipality of Ottawa-Carleton.

Land Titles Division of Ottawa-Carleton No. 4.

with Property Identifiers

Additional: See Schedule

Restrictions

Additional: See Schedule

Instrument contains

(a) Redescription New Easement Plan/Sketch

(b) Schedule for: Description Additional Parties Other

(7) Interest/Estate Transferred: ~~RESERVATION~~ EASEMENT

The transferor hereby transfers the land to the transferee and certifies that the transferor is at least eighteen years old and that

(6) CARLETON CONDOMINIUM CORPORATION

Signature(s) Per: [Signature] Name: [Name] Title: [Title]

Date of Signature Y M D 2000 12

I have authority to bind the Corporation.

Each of the transferee(s) hereby consent to this transaction

Signature(s) Per: [Signature] Name: [Name] Title: [Title]

Date of Signature Y M D 2000 12

Transferor(s) Address or Service

Transferee(s)

1. CANADA

65 Middle Street, Trenton, Ontario K8V 3Z5

Transferor(s) Address or Service

Transferor(s) The transferor verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene section 50 of the Planning Act.

Solicitor for Transferor(s) have explained the effect of section 50 of the Planning Act to the transferor and I have made inquiries of the transferor to determine this transfer does not contravene that section and based on the information supplied by the transferor, to the best of my knowledge and belief, this transfer is not contravene that section. I am an Ontario solicitor in good standing.

(14) Solicitor for Transferee(s) I have investigated the title to this land and to adjoining land where relevant and I am satisfied that the title records reveal no contravention as set out in subclause 50 (22) (c) (ii) of the Planning Act and that to the best of my knowledge and belief this transfer does not contravene section 50 of the Planning Act. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.

Name and Address of Solicitor

Assessment Roll Number of Property

Cty. Mun. Map Sub. Par.

NOT ASSIGNED

Address of Property

ASSIGNED

(17) Document Prepared by: DANIEL F. DUNLAP 363 Richmond Road Ottawa, Ontario K2A 0E7

FOR OFFICE USE ONLY

Table with 2 columns: Fees and Tax, Total. Rows include Registration Fee, Land Transfer Tax, and Total.

WHEREAS the Transferor is the owner in fee simple of those lands and premises (the "Transferor's Lands") composed of Parts of Town Lots 5 and 6 on the North side of Adelaide Street West according to the Plan of the Town of York and designated as Parts 1 and 2, Plan 63R-545, City of Toronto.

WHEREAS the Transferor is the owner in fee simple of lands described as 1 units and common elements of Carleton Condominium Plan No. 6, being Part 1 on Plan 4R-16240, City of Gloucester, in the Regional Municipality (the "Property") of Ottawa-Carleton, Land Titles Division of Ottawa-Carleton No. 4.

THE TRANSFEROR grants and transfers to the Transferee, its successors and assigns to be used and enjoyed as appurtenant to the Transferee's lands, a free and unencumbered easement (the "Easement") in perpetuity upon, over, in, under and across lands more particularly described in box 5 on Page 1 attached (the "Easement Lands"):

the right to construct, operate, maintain, repair, replace, renew, or make additions at all times to telecommunications facilities (the "facilities") or any part thereof forming part of continuous lines between the Transferee's lands and other lands including, without limitation, all necessary buried cable and wires; conduits; conduit structures, maintenance holes, appropriate foundations containing all components connecting to the Transferee's network, underground vaults, cabinets, grounding wells, markers, fixtures, equipment, and all appurtenances thereto, provided that none of these Facilities shall be in excess of three metres in height.

the right of free and unimpeded access at all times to the Transferee, its contractors, agents, employees, vehicles, equipment, and supplies to and over the Easement Lands.

the right of free and unimpeded access at all times to the Easement Lands from and over the Property or abutting road allowances or abutting rights of way for the purpose of exercising the rights hereby granted.

the right to remove, trim, sever, or fell any obstructions such as trees, roots, brush, stumps, boulders or rock encountered during the course of construction or subsequent maintenance of the Facilities.

THE TRANSFEROR shall have the right to fully use and enjoy the Easement Lands provided that without the prior written consent of the Transferee, such consent not to be unreasonably withheld, the Transferor shall not place any buildings or other structures or dig, drill, pave or excavate within the Easement Lands.

THE TRANSFEEE shall:

be responsible for any damage caused at any time by its agents or employees to the Property. When practical, the Transferee, after any of its activities, shall restore the Property appropriately. The subsequent maintenance of the Property shall be the responsibility of the Transferor.

indemnify and save the Transferor harmless from all actions, causes of actions, suits, claims and demands of every nature and kind whatsoever which may be made against the Transferor relating to or arising out of the placement of the Facilities by the Transferee and for which the Transferee, in law, is responsible.

be responsible for any portion of property taxes increased as a direct result of this Easement and/or the Facilities;

ensure that the Facilities adhere to applicable government noise regulations.

NOTWITHSTANDING any rule of law or equity and even though any of the Facilities may become annexed or affixed to the Easement Lands, title to the Facilities shall nevertheless remain in the Transferee.

THIS AGREEMENT including all rights, privileges, and benefits herein contained shall extend to, be binding upon, and to the benefit of, the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

THE TRANSFEEE, in the event it grants a release of Easement, may abandon the Facilities annexed/affixed to the Easement Lands at its option.

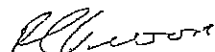
AFFIDAVIT IN SUPPORT OF EASEMENT
(Section 9 (2) of the Condominium Act)

I, _____ of the City of Ottawa, in the Regional
Municipality of Ottawa-Carleton, make oath and say:

1. I am an authorized officer of the corporation, Carleton Condominium Corporation
No. 6.
2. The easement to Bell Canada was authorized by a special by-law of the
Corporation.

SWORN BEFORE ME)
at the City of Ottawa, in the)
Municipality of Ottawa-Carleton,)
this 1st day of December, 2000.)
Nov 2001




A Commissioner, etc.,



FOR OFFICE USE ONLY

oc 45559

FEB 21 2002 9:12

CERTIFICATE OF RECEIPT
CERTIFICAT DE RECEPISSE
OTTAWA-CARLETON (4)

New Property Identifiers

Additional:
See
Schedule

Executions

Additional:
See
Schedule

(1) Registry Land Titles (2) Page 1 of 4 pages

(3) Property Identifier(s) 15006-0001 to 15006-0190 Block Property Additional: See Schedule

(4) Nature of Document By-Law No. 5 (Section 56, Condominium Act 1998)

(5) Consideration Dollars \$

(6) Description All Units and Common Elements comprising the property included in Carleton Condominium Plan No. 6

City of Ottawa
Land Titles Division of Ottawa-Carleton No. 4

(7) This Document Contains: (a) Redescription New Easement Plan/Sketch (b) Schedule for: Description Additional Partles Other

(8) This Document provides as follows:
See Certificate and By-law attached.

Continued on Schedule

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

(10) Party(ies) (Set out Status or Interest) Name(s) Signature(s) Date of Signature Y M D
CARLETON CONDOMINIUM Per: [Signature] 2002 02 18
CORPORATION NO. 6 Name: Naheed Bardai
by its solicitors Nelligan O'Brien Payne LLP Title: Solicitor

(11) Address for Service c/o 52-5450 Canotek Road, Gloucester, Ontario K1J 9G3

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

(13) Address for Service

(14) Municipal Address of Property multiple

(15) Document Prepared by: Naheed Bardai
Nelligan O'Brien Payne LLP
66 Slater Street
Suite 1900
Ottawa, Ontario
K1P 5H1

Fees and Tax	
Registration Fee	70
Total	

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SCHEDULE A

**CARLETON CONDOMINIUM CORPORATION NO. 6
BY-LAW NO. 5**

BE IT ENACTED as By-Law No. 5 (being a By-Law respecting an easement to Bell Canada) of CARLETON CONDOMINIUM CORPORATION NO. 6 (hereinafter referred to as the "Corporation") as follows:

WHEREAS the Corporation wishes to grant an easement over part of the common elements to Bell Canada;

AND WHEREAS the authority of the Corporation to grant such an easement requires the approval of the owners by By-Law;

AND WHEREAS the terms of any such easement may also permit certain non-substantial alterations to the common elements of the Corporation by Bell Canada;

AND WHEREAS the Declaration of the Corporation provides that the Board of Directors shall determine whether any particular alteration to the common elements is substantial or non-substantial;

AND WHEREAS the confirmation of this By-Law by the unit owners will be evidence of and shall constitute the approval of the owners under the *Condominium Act 1998*, S.O. 1998, c. 19 of any non-substantial alterations to the common elements that may be made pursuant to any such easement, subject to the terms of the easement;

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*, S.O. 1998, c. 19, shall have ascribed to them the meanings as set out in that Act as amended from time to time.

**ARTICLE II
AUTHORITY TO GRANT EASEMENT**

The Corporation is hereby authorized to grant an easement to Bell Canada, on terms acceptable to the Board of Directors.

**ARTICLE III
MISCELLANEOUS**

- (1) **Invalidity:** The invalidity of any part of this By-Law shall not impair or affect in any manner the validity and enforceability or effect of the balance hereof.
- (2) **Gender:** The use of the masculine gender in this By-Law shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include plural wherever the context so requires, and vice versa.
- (3) **Waiver:** No restriction, condition, obligation or provision contained in this By-Law shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.
- (4) **Headings:** The headings in the body of this By-Law form no part thereof but shall be deemed to be inserted for convenience of reference only.

Schedule "A"

CARLETON CONDOMINIUM CORPORATION NO. 6

BY-LAW NO. 6

BE IT ENACTED as By-Law No. 6 of CARLETON CONDOMINIUM CORPORATION NO. 6 (hereinafter referred to as the "Corporation") as follows:

**ARTICLE I
DEFINITIONS**

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

**ARTICLE II
MEETINGS OF OWNERS**

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

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

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

- (4) Voting:
- (a) Voting at meetings of owners shall be by show of hands, unless a person entitled to vote at the meeting requests a recorded vote.
 - (b) At a meeting of owners, a person entitled to vote at the meeting may request that a recorded vote be held on any item scheduled for a vote, either before or promptly after the vote. A recorded vote can be either a poll, a secret ballot (in which case the voter is not identified on the ballot) or an open ballot (in which case the voter is identified on the ballot). When a recorded vote is requested, the meeting shall decide, by ordinary resolution, whether the recorded vote shall be by way of a poll, a secret ballot or an open ballot. A request for a recorded vote may be withdrawn.
 - (c) On any vote by a show of hands, a declaration by the Chairperson that the vote on the question has been carried, or carried by a particular majority, or defeated, is, in the absence of any contradictory evidence, proof of the fact without proof of the number of votes recorded in favour of or against the question.
 - (d) Votes may be cast either personally or by proxy, in accordance with the Act. The instrument appointing a proxy shall be filed with the Chairperson of the meeting before any vote is cast under its authority. The Chairperson shall resolve any issue respecting the validity of a proxy.
- (5) Chairperson:
- (a) Subject to paragraph (b) below, the Chairperson for any meeting of the owners shall be determined by resolution of the Board, or failing any such resolution, shall be: the President of the Corporation, or if the President is unable or unwilling to chair the meeting, the Vice-President of the Corporation.
 - (b) Provided, however, that any other person may be chosen to chair the meeting by ordinary resolution of the meeting.
- (6) Right to Vote: All voting by owners shall be on the basis of one vote per unit. The right of persons to vote at meetings of owners is determined by the Act. Any dispute respecting the right of a person to vote shall be decided by the Chairperson of the meeting, upon such evidence as the Chairperson may deem sufficient.
- (7) Co-Owners: Where the voting rights for a unit are shared by two or more persons (for example, there are two or more owners of the unit), any one or more of those persons may exercise the vote for the unit. Provided, however, that if two or more of those persons decide to exercise the vote, the provisions of the Act shall determine how the vote is to be counted.

**ARTICLE III
BOARD OF DIRECTORS**

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

(2) Qualifications:

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

(3) Election and Term:

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

<u>Number of Directors</u>	<u>Year of Expiration of Term</u>
3	2003
2	2004

- (b) If a Directorship is vacated before expiration of the Director's term (whether by removal, resignation, death or otherwise), the vacancy may be filled, by appointment and/or election in accordance with the Act.
- (c) In the event of an election to fill Directorships with terms expiring in different years, the person(s) receiving the most votes shall be elected to the Directorships with the longer remaining term(s).
- (d) One of the Directorships which expires in 2003 (above) is hereby designated as the "owner-occupier elected Directorship" for the purposes of Section 51 of the Act.
- (e) When a Director's term expires, he or she shall retire, but shall be eligible for re-election.

(4) Calling of Meetings:

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

provided all Directors of the Corporation consent to the means used for holding the meeting.

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

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

ARTICLE IV OFFICERS

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

mortgagees and all others entitled thereto; he/she shall use his/her best efforts to attend all meetings of the Directors and of the owners and shall enter or cause to be entered in books kept for that purpose minutes of all proceedings at such meetings; he/she shall be the custodian of the seal of the Corporation as well as all books, papers, records, documents and other instruments belonging to the Corporation and he/she shall perform such other duties as may from time to time be prescribed by the Board.

- (7) Treasurer: The Treasurer shall keep or cause to be kept full and accurate books of account in which shall be recorded all receipts and disbursements of the Corporation and under the direction of the Board shall control the deposit of money, the safekeeping of securities and the disbursements of the funds of the Corporation; he/she shall render to the Board at the meeting thereof or whenever required of him/her an account of all of his/her transactions as Treasurer and of the financial position of the Corporation and he/she shall perform such other duties as may from time to time be prescribed by the Board.
- (8) Variation of Duties: From time to time, the Board may, by resolution, vary, add to, or limit the powers and duties of any Officer or Officers, including any of the duties described in this by-law.
- (9) Compensation: Compensation of all Officers and employees of the Corporation shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Corporation nor preclude any Director entering into a contract with the Corporation for the management of the Corporation.

ARTICLE V BANKING ARRANGEMENTS & EXECUTION OF DOCUMENTS

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

ARTICLE VI FINANCIAL YEAR

The financial year of the Corporation shall end on the 30th day of June in each year, or such other date as the Board may by resolution determine.

ARTICLE VII NOTICE

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

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

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

- (1) Duties of the Board: The Board shall from time to time, and at least annually, prepare a budget for the property and determine by estimate the amount of common expenses for the next ensuing fiscal year, or remainder of the current fiscal year, as the case may be. The Board shall allocate and assess such common expenses as set out in the budget for such period among the owners, according to the proportions in which they are required to contribute to the common expenses as set forth in the Declaration. The Board shall advise all owners promptly in writing of the amount of common expenses payable by each of them respectively determined as aforesaid, and shall deliver copies of each budget on which common expenses are based to all owners entered in the record kept pursuant to the Act.
- (2) Duties of the Owners: Each owner shall be obligated to pay to the Corporation, or as it may direct, the amount of such assessment as follows:
 - (a) The owner's monthly common expenses shall be paid in advance on the first day of each and every month next following delivery of such assessment until such time as a new assessment shall have been delivered to such owner.
 - (b) Prior to the commencement of each fiscal year of the Corporation, each owner shall furnish to the Corporation a set of twelve post-dated cheques, or shall arrange for pre-authorized payments, on a system run by the Corporation, if the Corporation offers this service, covering the standard monthly payments due by the owner during the fiscal year on account of common expenses, or in order to facilitate collection shall pay the monthly payments in such other manner as may be directed by the Corporation.
- (3) Special Assessments: The Board may make special assessments when the Board does not have sufficient funds to meet expenditures which have been incurred or which it is anticipated will be incurred. Notice of any such special assessment shall include a written statement setting out the reasons for the assessment and the assessment shall be payable by each owner within ten (10) days after the owner has been given notice of the assessment or within such further period of time and in such instalments as the Board may determine.

(4) Default:

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

**ARTICLE IX
POWERS OF THE CORPORATION**

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

- (1) to settle, adjust, compromise or refer to arbitration any claim or claims which may be made upon or which may be asserted on behalf of the Corporation;
- (2) to borrow such amounts as in its discretion are necessary or desirable in order to fulfill the objects and duties of the Corporation, and to secure any such loan by mortgage, pledge or charge of any asset owned by the Corporation, and to add the repayment of such loan to the common expenses, subject to approval of each such borrowing or loan by separate by-law if the expenditure is not listed in the Corporation's budget for the current fiscal year;
- (3) to retain and hold any securities or other property, whether real or personal, which shall be received by the Corporation;
- (4) to lease any part or parts of the common elements, or grant a licence or easement over any part or parts of the common elements, except such over which any owner has the exclusive use;
- (5) to employ a manager, and such other persons as the Board considers advisable, on terms acceptable to the Board, to assist the Corporation in the fulfilment of its objects and duties;
- (6) to appoint committees comprised of such persons (not necessarily owners) as the Board may from time to time determine, to carry out such tasks or functions as may be determined by the Board;
- (7) to obtain and maintain fidelity bonds, where obtainable, for Directors, Officers, any manager and any employees of the Corporation handling or responsible for the Corporation's moneys or securities. The premiums on any such bonds shall be paid by the Corporation.

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

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

**ARTICLE XI
INDEMNIFICATION BY OWNERS**

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

**ARTICLE XII
UNIT INSPECTIONS**

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

(1) **Entry:** The Corporation may enter any unit, upon reasonable notice, in order to carry out the objectives and duties of the Corporation. Note, however, that in the case of an emergency it may be reasonable for the Corporation to gain immediate access to a unit (i.e., without notice).

(2) **Regular Inspections:** The Corporation also conducts "regular inspections" as follows:

The Corporation conducts scheduled inspections and maintenance at pre-determined intervals each year. These inspections are conducted for the following purposes:

- (i) Assessment of the condition of components of the common elements or other conditions which may affect the common elements or other units;
- (ii) Visual review of any condition which might violate the provisions of the *Condominium Act, 1998* or the Corporation's Declaration, By-laws and Rules;

(3) **Unacceptable Conditions:** If, upon entry to a unit, the Corporation discovers any condition which it considers unacceptable for any reason, the Corporation may:

- (a) Take steps to remedy the condition at the expense of the owner of the unit. In such cases, all such costs and also any costs incurred by the corporation in relation to the inspection, shall be added to the owner's common expenses;
- (b) Give notice of the condition to the owner of the unit;
- (c) Take such other steps as the Board of Directors deems appropriate.

However, the owner of the unit, including any purchaser of the unit, shall be entirely and exclusively responsible for any such condition whether or not the condition has been detected by the Corporation, whether or not the Corporation has given any notice of the condition to the owner or to the purchaser, and whether or not the Corporation has taken

any other steps related to the condition. In other words, no steps taken by the Corporation hereunder shall relieve the owner, including any purchaser of the unit, from full responsibility for the condition of the unit and any modifications made to the unit or the common elements by any owner of the unit, including any prior owner of the unit. It is the duty of every owner to make or arrange all necessary inspections in order to ascertain the condition of the unit and any such modifications to the common elements and then to take any appropriate corrective action.

ARTICLE XIII

NOTICE TO CORPORATION OF DEFECTS, SYMPTOMS OR ACCIDENTS

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

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

ARTICLE XIV

REPEAL OF BY-LAW NOS. 1, 2, 3 and 4

By-Law Nos. 1, 2, 3 and 4 of the Corporation are hereby repealed.

ARTICLE XV

MISCELLANEOUS

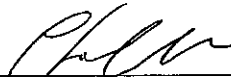
- (1) Invalidity: The invalidity of any part of this by-law shall not impair or affect in any manner the validity and enforceability or effect of the balance thereof.
- (2) Waiver: No restriction, condition, obligation or provision contained in this by-law shall be deemed to have been abrogated or waived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

- (4) Alterations: This by-law or any part thereof may be varied, altered or repealed by a by-law passed in accordance with the provisions of the Act, and the Declaration.

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

DATED this 17th day of DECEMBER, 2002.

CARLETON CONDOMINIUM CORPORATION NO. 6



Print Name: CHARLES COSSETTE
Print Title: PRESIDENT

I have authority to bind the Corporation.

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This document was prepared by Nelligan O'Brien Payne LLP for CCC#6 based on a thorough review of all relevant documentation and the specific circumstances of this condominium. This document may not be appropriate for another condominium.

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

Schedule "A"

CARLETON CONDOMINIUM CORPORATION NO. 6

BY-LAW NO. 7

BE IT ENACTED as By-Law No. 7 (being a by-law respecting common element modifications) of CARLETON CONDOMINIUM CORPORATION NO. 6 (hereinafter referred to as the "Corporation") as follows:

**ARTICLE I
DEFINITIONS**

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

**ARTICLE II
PURPOSE OF THIS BY-LAW**

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

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

**ARTICLE III
PERMITTED MODIFICATIONS**

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

1. Exclusive use patio areas constructed of patio stones.
2. Flower gardens outside of exclusive use areas.
3. Flower boxes outside of exclusive use areas.
4. Mail boxes.
5. Central air conditioners installed in the exclusive use area. (NOT WATER COOLED)
6. Decks in exclusive use areas.
7. Interlocking stone patios.
8. Landscaping including planting of bushes and trees which may grow taller than 6 feet, in exclusive use areas.
9. Physical aids for the disabled.
10. Communal satellite dishes (for the use of two or more owners). In such cases, the particular owners shall be jointly bound by the terms and conditions in Article IV and shall each sign the Acknowledgement in accordance with Article V. Individual satellite dishes are not permitted and any such dishes must be removed.
11. Modifications to common elements (electrical wiring or other services) made in connection with the removal or relocation of partition walls within the unit boundaries. Also, any other

changes to any pipes, wires, ducts, flues, etc. which are hidden (ie. within any walls, floors or ceilings).

12. Modifications to common elements (plumbing, electrical wiring or other services) made in connection with kitchen or bathroom renovations.
13. Modifications to common elements (plumbing, electrical wiring or other services) made in connection with installation of dishwashers or washing machines.
14. Modifications to common elements (electrical wiring or other services) made in connection with installation of dryers.
15. Installing, removing or relocating of outlets or electrical fixtures.
16. Replacement of the electrical panel.
17. Installation of knockers and locks on entry doors.
18. Patio doors, doors or window replacement in excess of the Corporation's standard.

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

ARTICLE IV TERMS AND CONDITIONS

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

1. No modification shall be made or kept except with the prior written approval of the Corporation, such approval to be at the sole discretion of the Board. The modification shall comply with all plans, drawings, specifications, colours and/or other requirements as may be approved in writing by the Board or as may be set forth in the By-laws, Rules or Policies of the Corporation. Furthermore, prior to proceeding with the modification, the owner shall obtain and provide to the Corporation such permits and professional certificates as may be requested in writing by the Board.
2. All modifications shall comply with all municipal, provincial and federal legislation, including all municipal By-Laws and building regulations. The owner shall investigate and determine all occupational health and safety requirements that apply to any work related to the modification (including work related to installation, repair or maintenance of the modification) and shall ensure that all of those requirements are met.
3. The modification shall be maintained and repaired in a good and safe condition by the owner at the owner's sole expense. The Corporation shall not be responsible to maintain or repair the modification, nor shall the Corporation be responsible to obtain any insurance with respect to the modification. The modification shall be at the sole risk and expense of the owner and the modification shall be owned by the owner.
4. In the event that the owner fails to maintain or repair the modification as required herein, the Corporation may, at its option and after notifying the owner and affording the owner a reasonable opportunity to effect such maintenance or repair, carry out such maintenance or repair and all costs and expenses incurred by the Corporation in arranging and carrying out the maintenance or repair shall be payable to the Corporation by the owner and shall be collectible in accordance with Article IV(7) hereof.
5. The owner shall obtain insurance against any and all risks of damage or harm to persons or property or any other liability which may arise in connection with the modification. The owner shall provide to the Corporation proof satisfactory to the Corporation that such insurance is in place within a reasonable period of time following any request by the Corporation for such proof.
6. The owner shall fully and completely indemnify and save harmless the Corporation from and against any and all loss, costs, expenses, claims or damages, of whatever kind and however

arising, as a result of a breach of any of these terms and conditions, or otherwise relating to the modification, including any claims against the Corporation for damages resulting from, caused by, or associated with the modification. Without limiting the generality of the foregoing, the owner shall be responsible for all costs and expenses incurred in order to remove the modification to afford the Corporation access to any portion of the property (for the purposes of carrying out repair or maintenance, or for any other reason) as well as reinstatement of the modification (if desired), and the Corporation shall have no obligation for any damage which may be caused to the modification as a result of any such required access.

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

NOTES:

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

**ARTICLE V
ACKNOWLEDGEMENT**

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

**ARTICLE VI
PREVIOUS BY-LAWS**

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

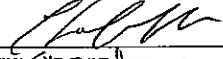
**ARTICLE VII
MISCELLANEOUS**

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

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

DATED this 17th day of DECEMBER, 2002.

CARLETON CONDOMINIUM CORPORATION NO. 6



Name: CHARLES LUSSETTE
Title: PRESIDENT

I have authority to bind the Corporation.

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This document was prepared by Nelligan O'Brien Payne LLP for CCC #6 based on a thorough review of all relevant documentation and the specific circumstances of this condominium. This document may not be appropriate for another condominium.
Please note: The form from which this document was prepared is regularly revised and updated.

SCHEDULE "1"

Acknowledgement Respecting Modification to Common Elements

TO:

CARLETON CONDOMINIUM CORPORATION NO. 6

("the Corporation")

FROM:

(please print name(s))

("the Owner")

WHEREAS:

1. The Owner is the registered owner of Unit _____, Level 1, Carleton Condominium Plan No. 6.

2. Please choose one of the following [delete all that do not apply]:

- (a) The Owner is not a spouse.
- (b) The Owners are spouses of one another.
- (c) The Owner is a spouse. The person consenting below is the Owner's spouse.

3. The Owner wishes to carry out the following modification to the common elements:

(please print)

("the Modification")

4. The Modification is item number(s) _____ in Article III of By-Law No. 7 of the Corporation.

5. (If appropriate, add:) Additional detail respecting the modification is contained in the drawings and/or specifications attached as Appendix "1".

NOW THEREFORE:

The Owner acknowledges that the Owner is bound by all of the terms and conditions listed in Article IV of the Corporation's By-Law No. 7 and that the said terms and conditions constitute an agreement between the Corporation and the Owner as stated in that By-law. The Owner also agrees to comply with all other By-Laws and Rules of the Corporation that apply to the Modification.

DATE: _____

CARLETON CONDOMINIUM CORPORATION NO. 6

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the Corporation

Witness

Owner

Witness

Owner

Witness

Spouse (where required)

Schedule "A"

CARLETON CONDOMINIUM CORPORATION NO. 6

BY-LAW NO. 8

BE IT ENACTED as By-Law No. 8 (being a by-law respecting Directors' and Officers' Liability Insurance) of CARLETON CONDOMINIUM CORPORATION NO. 6 (referred to as the "Corporation") as follows:

**ARTICLE I
DEFINITIONS**

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

**ARTICLE II
DIRECTORS' AND OFFICERS' LIABILITY INSURANCE**

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

- (a) The policy shall provide for coverage on a full claims-made basis, (covering any claims made during the term of the policy arising out of any "wrongful act" since the registration of the Corporation on June 30, 1971). The policy shall therefore provide insurance protection for the actions of all past and present Directors and Officers of the Corporation;
- (b) The policy shall provide coverage on identical terms to all past and present Directors and Officers of the Corporation and they all shall be insureds under the policy. Without limiting the generality of the foregoing, the policy shall contain no exclusions which apply only to certain past or present Directors and Officers of the Corporation, and therefore not to all past or present Directors of the Corporation;
- (c) The Corporation shall be an insured under the policy, and the coverage shall extend to any claims under the policy for which the Corporation may be required to afford indemnity under the provisions of the Act and/or the Corporation's by-laws;
- (d) The policy shall not specifically exclude coverage for claims asserted by the Corporation;
- (e) A copy of this by-law shall be provided to the Directors' and Officers' Liability Insurer and shall be attached to any application for Directors' and Officers' Liability Insurance;
- (f) The Corporation's manager, if any, may be included as an additional insured under the policy.


**ARTICLE III
MISCELLANEOUS**

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

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

DATED this 17th day of DECEMBER, 2002.

CARLETON CONDOMINIUM CORPORATION NO. 6



Print Name: CHARLES COSSETTE
Print Title: PRESIDENT

I have authority to bind the Corporation

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This document was prepared by Nelligan O'Brien Payne LLP for CCC#6 based on a thorough review of all relevant documentation and the specific circumstances of this condominium. This document may not be appropriate for another condominium.
Please note: The form from which this document was prepared is regularly revised and updated.

Schedule "A"

CARLETON CONDOMINIUM CORPORATION NO. 6

BY-LAW NO. 9

BE IT ENACTED as By-Law No. 9 (being a by-law respecting insurance deductibles) of Carleton Condominium Corporation No. 6 (hereinafter referred to as the "Corporation") as follows:

**ARTICLE I
DEFINITIONS**

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

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

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

**ARTICLE III
INSURANCE DEDUCTIBLES**

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

- (5) Each owner shall obtain and maintain insurance, including personal liability insurance, covering the owners' risks as set forth in this by-law.
- (6) The deductible applying to the corporation's property insurance policy may be \$1000.00 (respecting any or all of the perils covered by the insurance), or may be such larger or smaller amount (respecting any or all of the perils covered by the insurance) as the Board, in its absolute discretion, may negotiate. The Corporation shall promptly provide written notice of any change in the deductible related to the Master Policy to all owners.

**ARTICLE IV
MISCELLANEOUS**

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

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

DATED this 17th day of DECEMBER, 2002.

CARLETON CONDOMINIUM CORPORATION NO. 6



Print Name: CHARLES ASSETTE
Print Title: PRESIDENT

I have authority to bind the Corporation

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This document was prepared by Nelligan O'Brien Payne LLP for CCC No. 6 based on a thorough review of all relevant documentation and the specific circumstances of this condominium. This document may not be appropriate for another condominium.

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

Schedule "A"

CARLETON CONDOMINIUM CORPORATION NO. 6

BY-LAW NO. 10

WHEREAS Carleton Condominium Corporation No. 6 and a majority of its owners wish to establish an expeditious cost-effective procedure for achieving fair and equitable resolutions to certain disputes;

BE IT ENACTED as By-Law No. 10 (being a by-law respecting dispute resolution procedures) of Carleton Condominium Corporation No. 6 (hereinafter referred to as the "Corporation") as follows:

**ARTICLE I
DEFINITIONS**

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

**ARTICLE II
APPLICATION OF THESE PROCEDURES**

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

**ARTICLE III
MEDIATION PROCEDURES**

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

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

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

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

ARTICLE IV ARBITRATION PROCEDURES

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

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

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

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

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

**ARTICLE V
MISCELLANEOUS**

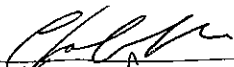
1. **Invalidity:** The invalidity of any part of this by-law shall not impair or affect in any manner the validity and enforceability or effect of the balance thereof.
2. **Waiver:** No restriction, condition, obligation or provision contained in this by-law shall be deemed to have been abrogated or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

4. **Alterations:** This by-law or any part thereof may be varied, altered or repealed by a by-law passed in accordance with the provisions of the Act, and the Declaration.

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

DATED this 17th day of DECEMBER, 2002.

CARLETON CONDOMINIUM CORPORATION NO. 6


Print Name: CHARLES COSSETTE
Print Title: PRESIDENT

I have authority to bind the Corporation

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This document was prepared by Nelligan O'Brien Payne LLP for CCC #6 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.

Explanation Note
Standard Unit By-Law

The *Condominium Act, 1998*, states that all existing condominium corporations must pass by-laws which 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.

We explain as follows.

We are sure that all owners are aware that condominium corporations arrange insurance covering the common elements.

In Ontario, condominium corporations are also obligated to arrange insurance covering the units. The corporation arranges this unit insurance on behalf of every owner.

This unit insurance arranged by the corporation does not provide 100% coverage for the unit. For example,

1. This insurance is normally subject to a relatively high deductible;
2. This insurance may provide coverage for only certain perils (which are listed in the *Condominium Act*);
3. This insurance does not cover betterments or improvements to the unit.

In this note, we deal only with item 3 - betterments and improvements.

Again, the insurance arranged by the corporation does not cover betterments and improvements to the unit. Normally owners obtain their own insurance covering these betterments and improvements.

The question is: **How does one determine what is a betterment or an improvement?**

The new *Condominium Act* says that this must be determined by reference to a "Standard Unit By-Law". Here is how it is to work:

1. The by-law must define the standard units by describing the features of each model which are to be considered "standard". To achieve this, the by-law will have to contain drawings (or refer to drawings registered at the registry office) and specifications which list the features of each type of standard unit in the condominium.

What Should Owners Do With The Standard Unit Bylaw?

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

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

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

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

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

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

2. Anything that is not part of a "standard unit" would then be an improvement, for which the corporation would not be obligated to arrange insurance. Any insurance covering those features would have to be arranged by the owner.

The description of the standard units will require approval of the owners - by vote on the proposed by-law.

Version 2 - October 2002

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Schedule "A"

CARLETON CONDOMINIUM CORPORATION NO. 6

BY-LAW NO. 11

BE IT ENACTED as By-Law No. 11 (being a by-law to define standard units) of Carleton Condominium Corporation No. 6 (hereinafter referred to as the "Corporation") as follows:

**ARTICLE I
DEFINITIONS**

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

**ARTICLE II
GENERAL**

- (1) The purpose of this by-law is to define the standard unit in this condominium, for the purpose of Section 99 of the Act (insurance).
- (2) Where the materials or specifications set out in this by-law are uncertain or incomplete, the standard unit specifications and materials shall be consistent with "Builder's Standard" construction. In the case of any dispute as to what constitutes "Builder's Standard", a comparison shall be had to the quality of the particular feature being offered by builders of comparable construction at the time of the damage.
- (3) The standard unit does not include features, which are part of the common elements. The Corporation's declaration determines which features are part of the common elements and which features are part of the units. To the extent that the attached schedule include features which are part of the common elements, they are included for reference and information purposes. They are not intended to be part of the standard unit.
- (4) Except as otherwise indicated in this by-law, the standard unit(s) shall include all features of the units mentioned in the declaration or shown in the description (including all registered architectural and structural drawings) of the condominium. In the case of any inconsistency between the declaration or description and the schedules to this By-Law, the schedules to this By-Law shall prevail.
- (5) All replacement materials and re-construction shall conform to the current Ontario Building Code, Ontario Fire Code, Ontario Electrical Safety Code, current Municipal regulations and by-laws, and all applicable bulletins in force. If any component of the standard unit must be upgraded or changed in order to comply with any applicable governmental regulation or code or other law applicable to the repair of insured damage or destruction, the said upgrade or change shall be considered part of the standard unit despite not being clearly defined herein as being part of the standard unit.
- (6) Where the schedules to this By-Law refer to specific brands of equipment or materials, this shall be deemed to include equivalent brands.

- (7) In this condominium, there are four (4) 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 Type	Class Description	Units	Schedule(s)
A	Three Bedroom Townhouse Units	Level 1, Units: 1-4, 8, 9, 12-16, 19, 20-24, 27-33, 36-40, 43-48, 50, 51, 54-57, 64, 65, 70-74, 78-81, 84, 85, 90-93, 96, 97, 100, and 101	1
B	Four Bedroom Townhouse Units	Level 1, Units: 5-7, 10, 11, 17, 18, 25, 26, 34, 35, 41, 42, 49, 52, 53, 58-63, 66-69, 75-77, 82, 83, 86-89, 94, 95, 98, and 99	2
C	One Bedroom Apartment Units	Level 1, Units 102, 104, 107, 110, 113, and 116	3
D	Two Bedroom Apartment Units	Level 1, Units 103, 105, 106, 108, 109, 111, 112, 114, 115, 117, and 118; Levels 2, 3, and 4, Units: 1 to 24	4

**ARTICLE III
MISCELLANEOUS**

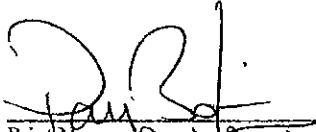
- (1) Invalidity: The invalidity of any part of this by-law shall not impair or affect in any manner the validity and enforceability or effect of the balance thereof.
- (2) Waiver: No restriction, condition, obligation or provision contained in this by-law shall be deemed to have been abrogated or waived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

- (4) Alterations: This by-law or any parts thereof may be varied, altered or repealed by a by-law passed in accordance with the provisions of the Act, and the Declaration.

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

DATED this 19 day of December, 2003.

CARLETON CONDOMINIUM CORPORATION NO. 6



Print Name: Paul Bastien
 Print Title: President

I have authority to bind the Corporation.

Version 5.2 – February 2003

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This document was prepared by Nelligan O'Brien Payne LLP for CCC #6 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.

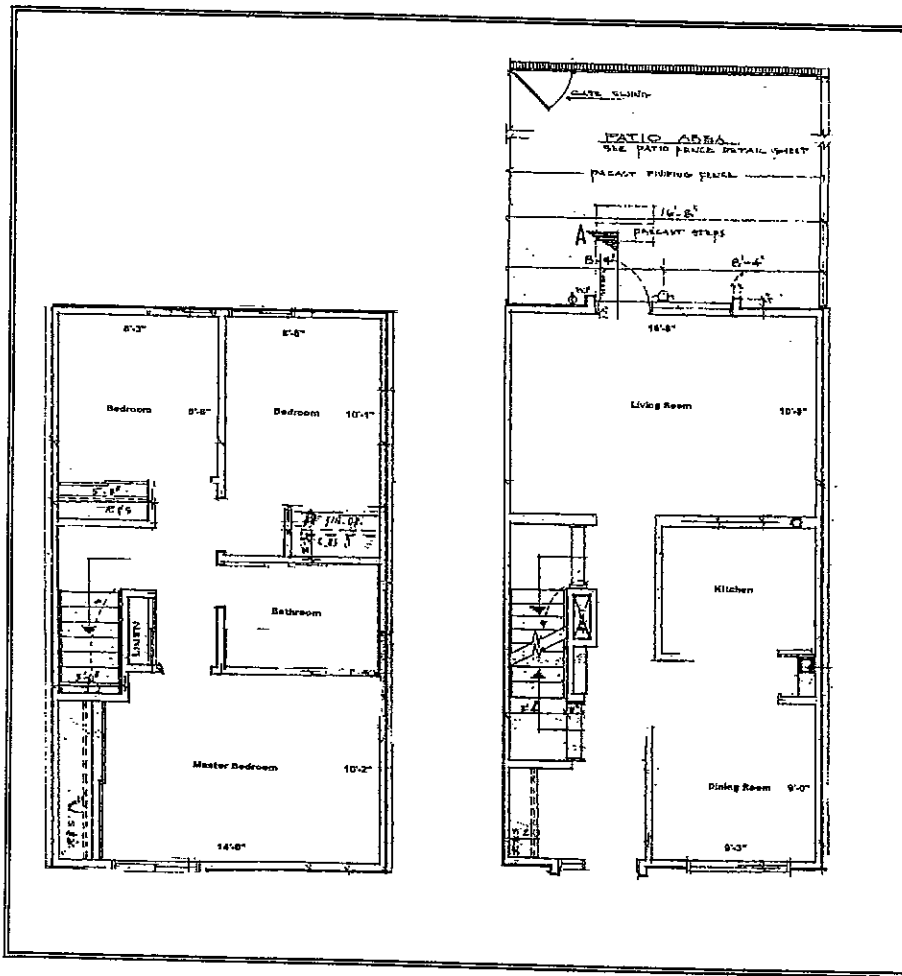
Carleton Condominium Corporation No. 6

Schedule "1"

Class Type A Units - Floor Plans / Specifications

Affiliated Appraisers

FLOOR PLANS - TYPE A UNITS



The above floor plan has been included for illustration purposes only and is not to scale. It should not be considered an exact replica - actual measurements and room/wall locations may vary slightly. All measurements were obtained from the builders original architectural plans.

Carleton Condominium Corporation No. 6

Schedule "1" (continued)

Class Type A Units - Floor Plans / Specifications

Affiliated Appraisers**DESCRIPTION OF THE TYPE A UNITS**

The following description applies only to the Type A Units which are two storey row units with full basements. This model contains an entry, a combined kitchen and dining room and a living room with access to the back yard on the main floor. Second floors consist of three bedrooms and one four piece bathroom. The gross living area has been estimated at approximately 952 square feet.

Overall Description

- Constructed circa 1970
- Exterior cladding consists of wood siding and stucco
- Asphalt shingle roof cover
- Aluminium fascia and soffits
- Windows were reported to have originally been a mixture of fixed thermopane units and Pearson sliders
- Rear yards are fully fenced with concrete fencing on the sides and wood fencing at the rear

Mechanical and Structural (Overall Building)

- Wood frame construction (2" x 4" exterior walls)
- 2 x 8 inch joists on 16 inch centres
- Poured concrete foundation and basement floor
- Forced air gas heating. No central air conditioning system
- Each unit has a 33.3 gallon gas hot water tank.
- 125 amp maximum electric service (per stamp on panel box) with a 100 amp breaker box
- Plumbing consists of standard copper and plastic (PVC/ABS) piping
- All plumbing and light fixtures are considered to be of standard size/quality unless otherwise noted

General Interior Unit Finish

- Painted softwood baseboard mouldings - approximately 2-1/4 inches in height
- Painted softwood interior door and window trim - approximately 2-1/4 inches in width
- Unless otherwise noted - interior doors (excluding closet doors) consist of standard wood panel doors (not colonial style) with metal knobs
- Unless otherwise noted - closet doors consist of metal framed sliding panel doors (wood type panels) on metal tracts. "Standard sliding doors" referred to in this report consist of two sliding sections
- Drywall (gypsum board) interior walls and partitions - painted with standard quality materials
- Standard quality painting materials are considered to include priming and two coats of flat latex paint with semi-gloss paint in the kitchen and bathrooms
- Drywall ceilings with a stippled finish in all finished areas except the kitchen and bathrooms which are painted with standard quality materials

Unit Ceiling Clearances

- Main Floor - ceiling clearance of approximately 7.5 feet
- Second Floor - ceiling clearance of approximately 7.5 feet
- Basement - a ceiling clearance of approximately 7.0 feet

Carleton Condominium Corporation No. 6

Schedule "1" (continued)

Class Type A Units - Floor Plans / Specifications

Affiliated Appraisers***Main Level*****Unit Entry Description**

- Standard quality vinyl tile flooring
- One - ceiling mounted light fixture with a basic globe type shade and a metal base/frame - single incandescent bulb
- One closet with a standard sliding door - full width hanging rod and shelf
- Original entry doors are reported to have been solid core wood units with a side light window opening (running the length of the door) beside the door jam. Door hardware consists of a basic quality brass dead bolt and separate knob
- No storm doors (installed after construction)

Living Room Description

- Standard quality vinyl tile flooring
- No light fixture - one switched receptacle (typically intended for a lamp)
- "Picture" sized fixed window with a sliding section at the bottom
- Solid core wood door with a glass insert in the centre leading to the back yard.
- No storm doors (installed after construction)

Dining Room Description

- Standard quality vinyl tile flooring
- Ceiling mounted light fixture - inspected units were upgraded. Original dining room light was most likely a standard quality incandescent fixture - commensurate with the quality of other light fixtures described in this report
- Two Pearson sliders
- Open to the kitchen

Kitchen Description

- Standard quality vinyl tile flooring
- One ceiling mounted incandescent light fixture with a globe type glass shade and metal base/frame
- Melamine square counter top
- Melamine cabinets
- Single stainless sink
- Dual knob faucet with a chrome finish - no spray attachment
- Ceiling vent above the stove, vented to the exterior
- No windows

Second Level**Stairwell**

- Standard quality vinyl tile on the steps and stair risers
- Wall mounted wood hand rail

Hallway

- Standard quality vinyl tile flooring
- Linen closet with multiple shelves (approximately four shelves) and a sliding metal door
- One - ceiling mounted light fixture with a basic teardrop type shade and a metal base/frame - single incandescent bulb

Main Bathroom

- Four piece bathroom - standard quality fixtures consisting of a sink, toilet and a combined tub and shower head (no separate shower enclosure)
- Standard size/quality enamel covered sink - dual knob faucet with a chrome finish

Carleton Condominium Corporation No. 6

Schedule "1" (continued)

Class Type A Units - Floor Plans / Specifications

Affiliated Appraisers

-
- Standard quality/size tub - enamel covered with a dual knob chrome finished faucet
 - Ceramic tile tub enclosure with a full length curtain rod
 - Standard quality vinyl tile flooring
 - One - standard quality wall mounted light fixture above the vanity
 - Vanity with a square top - melamine counter and one melamine cabinet door and no drawers
 - Flat wall mounted mirror. Also has a standard medicine cabinet with a hinged - mirrored door
 - No window

Master Bedroom Description

- Standard quality vinyl tile flooring
- One - ceiling mounted light fixture with two incandescent bulbs and a glass shade
- One closet with a sliding door - full width hanging rod and shelf.
- Standard slider window (Pearson)

Second Bedroom Description

- Standard quality vinyl tile flooring
- One - ceiling mounted light fixture with two incandescent bulbs and a glass shade
- One closet with a standard sliding door - full width hanging rod and shelf
- Standard slider window (Pearson)

Third Bedroom Description

- Standard quality vinyl tile flooring
- One - ceiling mounted light fixture with two incandescent bulbs and a glass shade
- One closet with a standard sliding door - full width hanging rod and shelf
- Standard slider window (Pearson)

Basement Level**Stairwell Description**

- Upper section (level with the main floor) of the stairwell is finished - painted drywall walls and stippled drywall ceilings
- Painted wood stairs with open risers (no finish flooring)
- Basic ceiling mounted bare bulb light fixture
- Wall mounted hand rail

Unfinished Basement

- Walls, ceiling and floors are unfinished
- Exterior foundation walls are insulated and drywalled to the "frost line" (untaped/unfinished drywall)
- Three - basic ceiling mounted bare bulb light fixtures
- Washer and dryer hook-ups
- Single plastic sink - low quality copper faucet with plastic knobs (typical for an unfinished basement)
- Furnace and hot water tank are located in the basement
- Two small slider window

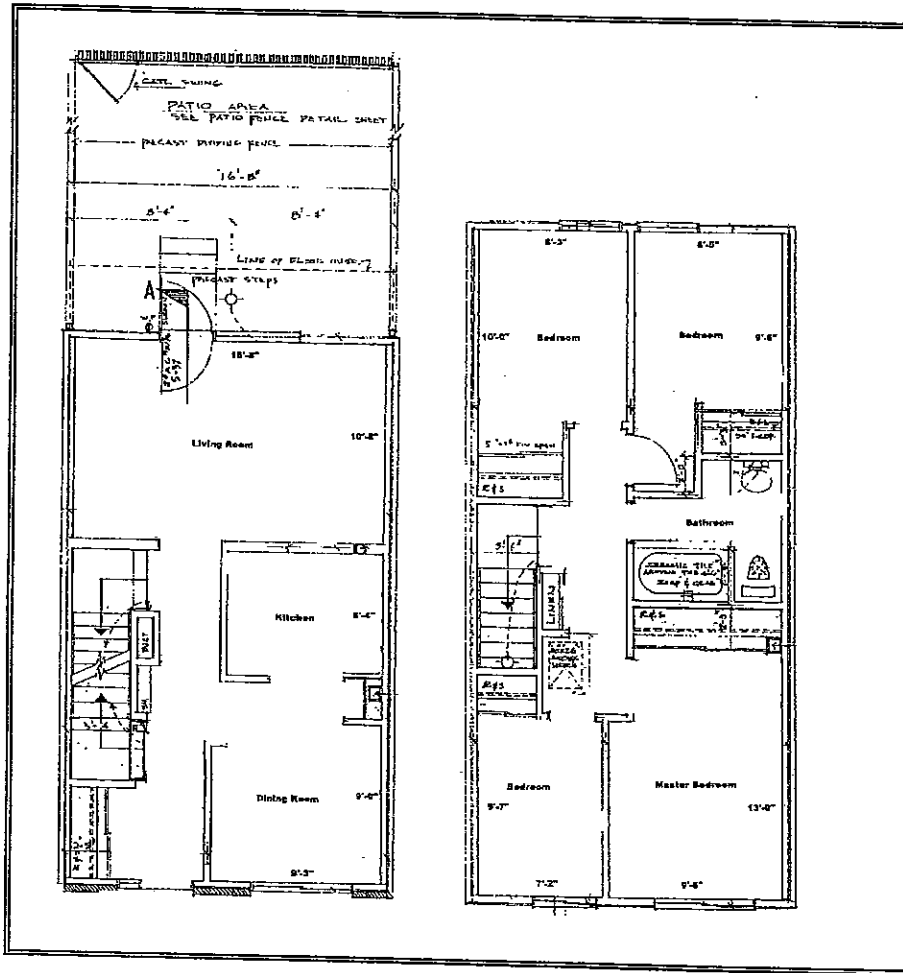
Carleton Condominium Corporation No. 6

Schedule "2"

Class Type B Units - Floor Plans / Specifications

Affiliated Appraisers

FLOOR PLANS - TYPE B UNITS



The above floor plan has been included for illustration purposes only and is not to scale. It should not be considered an exact replica - actual measurements and room/wall locations may vary slightly. All measurements were obtained from the builders original architectural plans.

Carleton Condominium Corporation No. 6

Schedule "2" (continued)

Class Type B Units - Floor Plans / Specifications

*Affiliated Appraisers***DESCRIPTION OF THE TYPE B UNITS**

The following description applies only to the Type B Units which are two storey row units with full basements. This model contains an entry, a combined kitchen and dining room and a living room with access to the back yard on the main floor. Second floors consist of four bedrooms and one four piece bathroom. The gross living area has been estimated at approximately 1,088 square feet.

Overall Description

- Constructed circa 1970
- Exterior cladding consists of wood siding, asphalt shingle, and brick veneer at the front of the unit
- Asphalt shingle roof cover
- Aluminium fascia and soffits
- Windows were reported to have originally been a mixture of fixed thermopane units and Pearson sliders
- Rear yards are fully fenced with concrete fencing on the sides and wood at the rear

Mechanical and Structural (Overall Building)

- Wood frame construction (2" x 4" exterior walls)
- 2 x 8 inch joists on 16 inch centres
- Poured concrete foundation and basement floor
- Forced air gas heating. No central air conditioning system
- Each unit has a 33.3 gallon gas hot water tank.
- 125 amp maximum electric service (per stamp on panel box) with a 100 amp breaker box
- Plumbing consists of standard copper and plastic (PVC/ABS) piping
- All plumbing and light fixtures are considered to be of standard size/quality unless otherwise noted

General Interior Unit Finish

- Painted softwood baseboard mouldings - approximately 2-1/4 inches in height
- Painted softwood interior door and window trim - approximately 2-1/4 inches in width
- Unless otherwise noted - interior doors (excluding closet doors) consist of standard wood panel doors (not colonial style) with metal knobs
- Unless otherwise noted - closet doors consist of metal framed sliding panel doors (wood type panels) on metal tracts. "Standard sliding doors" referred to in this report consist of two sliding sections
- Drywall (gypsum board) interior walls and partitions - painted with standard quality materials
- Standard quality painting materials are considered to include priming and two coats of flat latex paint with semi-gloss paint in the kitchen and bathrooms
- Drywall ceilings with a stippled finish in all finished areas except the kitchen and bathrooms which are painted with standard quality materials

Unit Ceiling Clearances

- Main Floor - ceiling clearance of approximately 7.5 feet
- Second Floor - ceiling clearance of approximately 7.5 feet
- Basement - a ceiling clearance of approximately 7.0 feet

Carleton Condominium Corporation No. 6

Schedule "2" (continued)

Class Type B Units - Floor Plans / Specifications

Affiliated Appraisers**Main Level****Unit Entry Description**

- Standard quality vinyl tile flooring
- One - ceiling mounted light fixture with a basic teardrop type shade and a metal base/frame - single incandescent bulb
- One closet with a standard sliding door - full width hanging rod and shelf
- Original entry doors are reported to have been solid core wood units with a sidelight window opening (running the length of the door) beside the door jam. Door hardware consists of a basic quality brass dead bolt and separate knob
- No storm doors (installed after construction)

Living Room Description

- Standard quality sheet vinyl flooring
- No light fixture - one switched receptacle (typically intended for a lamp)
- "Picture" sized fixed window with a sliding section at the bottom
- Solid core wood door with a glass insert in the centre leading to the back yard.
- No storm doors (installed after construction)

Dining Room Description

- Standard quality sheet vinyl flooring
- Ceiling mounted light fixture - inspected units were upgraded. Original dining room light was most likely a standard quality incandescent fixture - commensurate with the quality of other light fixtures described in this report
- Two Pearson sliders
- Open to the kitchen

Kitchen Description

- Standard quality sheet vinyl flooring
- One ceiling mounted incandescent light fixture with a globe type glass shade and metal base/frame
- Melamine square counter top
- Melamine cabinets
- Single stainless sink
- Dual knob faucet with a chrome finish - no spray attachment
- Ceiling vent above the stove, vented to the exterior
- No windows

Second Level**Stairwell**

- Standard quality vinyl tile on the steps and stair risers
- Wall mounted wood hand rail

Hallway

- Standard quality sheet vinyl flooring
- Linen closet with multiple shelves (approximately four shelves) and a sliding metal door
- One - ceiling mounted light fixture with a basic teardrop type shade and a metal base/frame - single incandescent bulb

Main Bathroom

- Four piece bathroom - standard quality fixtures consisting of a sink, toilet and a combined tub and shower head (no separate shower enclosure)
- Standard size/quality enamel covered sink - dual knob faucet with a chrome finish

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Schedule "2" (continued)

Class Type B Units - Floor Plans / Specifications

Affiliated Appraisers

-
- Standard quality/size tub - enamel covered with a dual knob chrome finished faucet
 - Ceramic tile tub enclosure with a full length curtain rod
 - Standard quality sheet vinyl flooring
 - One - standard quality wall mounted light fixture above the vanity
 - Vanity with a square top - melamine counter and three melamine cabinet doors and four drawers
 - Flat wall mounted mirror. Also has a standard medicine cabinet with a hinged - mirrored door
 - No window

Master Bedroom Description

- Standard quality sheet vinyl flooring
- One - ceiling mounted light fixture with two incandescent bulbs and a glass shade
- One closet with a sliding door - full width hanging rod and shelf.
- Standard slider window (Pearson)

Second Bedroom Description

- Standard quality sheet vinyl flooring
- One - ceiling mounted light fixture with two incandescent bulbs and a glass shade
- One closet with a standard sliding door - full width hanging rod and shelf
- Standard slider window (Pearson)

Third Bedroom Description

- Standard quality sheet vinyl flooring
- One - ceiling mounted light fixture with two incandescent bulbs and a glass shade
- One closet with a standard sliding door - full width hanging rod and shelf
- Standard slider window (Pearson)

Fourth Bedroom Description

- Standard quality sheet vinyl flooring
- One - ceiling mounted light fixture with two incandescent bulbs and a glass shade
- One closet with a standard sliding door - full width hanging rod and shelf
- Standard slider window (Pearson)

Basement Level**Stairwell Description**

- Upper section (level with the main floor) of the stairwell is finished - painted drywall walls and stippled drywall ceilings
- Painted wood stairs with open risers (no finish flooring)
- Basic ceiling mounted bare bulb light fixture
- Wall mounted hand rail

Unfinished Basement

- Walls, ceiling and floors are unfinished
- Exterior foundation walls are insulated and drywalled to the "frost line" (untaped/unfinished drywall)
- Three - basic ceiling mounted bare bulb light fixtures
- Washer and dryer hook-ups
- Single plastic sink - low quality copper faucet with plastic knobs (typical for an unfinished basement)
- Furnace and hot water tank are located in the basement
- Two small slider window

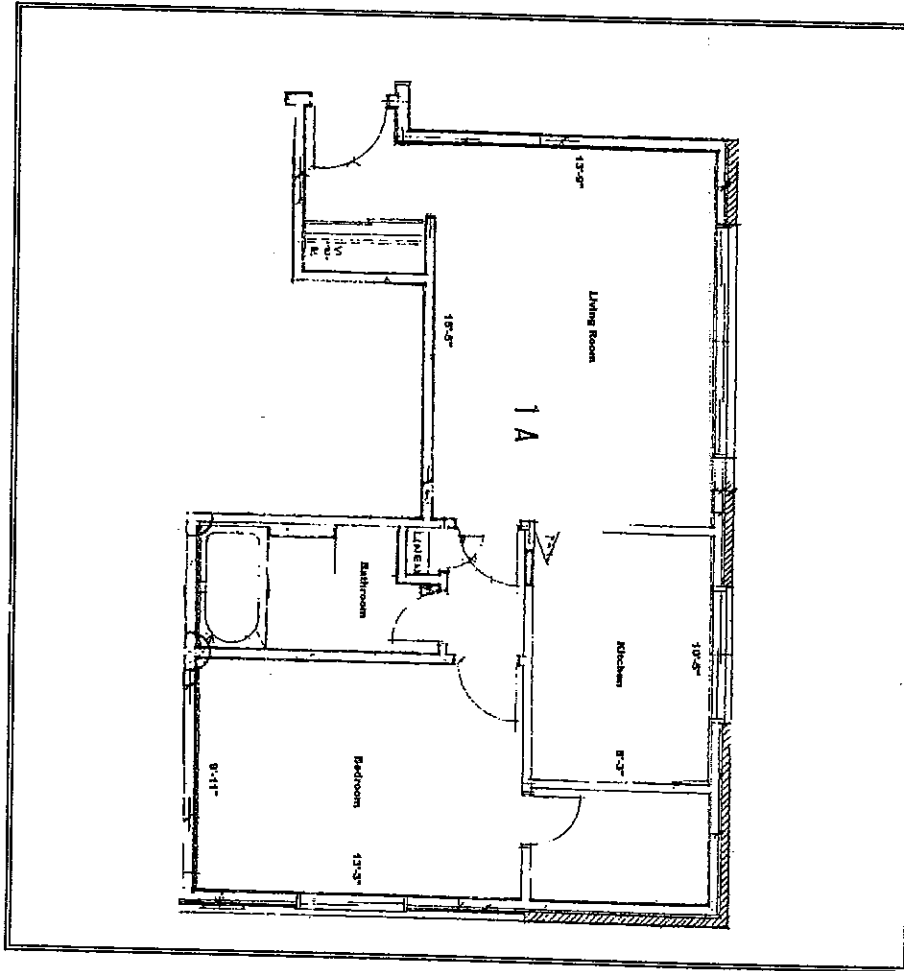
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Schedule "3"

Class Type C Units - Floor Plans / Specifications

Affiliated Appraisers

FLOOR PLANS - TYPE C UNITS



The above floor plan has been included for illustration purposes only and is not to scale. It should not be considered an exact replica - actual measurements and room/wall locations may vary slightly. All measurements were obtained from the builders original architectural plans.

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Schedule "3" (continued)

Class Type C Units - Floor Plans / Specifications

*Affiliated Appraisers***DESCRIPTION OF THE TYPE C UNITS**

The following description applies only to the Type C Units which are one bedroom apartments located in the basement of each of the six apartment buildings. This model contains an entry, living room/dining room, eat-in kitchen, a bedroom and a four piece bathroom on the main floor. The gross living area has been estimated at approximately 569 square feet.

Overall Description

- Constructed circa 1970
- Exterior cladding consists of aluminum siding and brick veneer
- Tar and gravel roof cover (flat roof)
- Aluminium fascia and soffits
- Windows were reported to have originally been a mixture of fixed thermopane units and Pearson sliders

Mechanical and Structural (Overall Building)

- Poured concrete foundation and basement floor
- Radiant heat from a gas boiler. No central air conditioning system
- Hot water is provided through the boiler system.
- 125 amp maximum electric service (per stamp on panel box) with a 100 amp breaker box
- Plumbing consists of standard copper and plastic (PVC/ABS) piping
- All plumbing and light fixtures are considered to be of standard size/quality unless otherwise noted

General Interior Unit Finish

- Painted softwood baseboard mouldings - approximately 2-1/4 inches in height
- Painted softwood interior door and window trim - approximately 2-1/4 inches in width
- Unless otherwise noted - interior doors (excluding closet doors) consist of standard wood panel doors (not colonial style) with metal knobs
- Unless otherwise noted - closet doors consist of metal framed sliding panel doors (wood type panels) on metal tracts. "Standard sliding doors" referred to in this report consist of two sliding sections
- Drywall (gypsum board) interior walls and partitions - painted with standard quality materials
- Standard quality painting materials are considered to include priming and two coats of flat latex paint with semi-gloss paint in the kitchen and bathrooms
- Drywall ceilings with a stippled finish in all finished areas except the kitchen and bathrooms which are painted with standard quality materials

Unit Ceiling Clearances

- Basement - ceiling clearance of approximately 7.5 feet

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Schedule "3" (continued)

Class Type C Units - Floor Plans / Specifications

Affiliated Appraisers***Main Level*****Unit Entry Description**

- A main entry is located in the middle of the building with stairs leading both up and down
- Individual entry is off the main corridor on each floor
- Standard quality vinyl tile flooring
- One - ceiling mounted light fixture with a basic globe type shade and a metal base/frame - single incandescent bulb
- One closet with a standard sliding door - full width hanging rod and shelf
- Original entry door was a solid core wood unit. Door hardware consists of a basic quality brass dead bolt and separate knob

Living Room Description

- Standard quality vinyl tile flooring
- No light fixture - one switched receptacle (typically intended for a lamp)
- Two Pearson slider windows

Kitchen Description

- Eat-in kitchen
- Standard quality vinyl tile flooring
- One ceiling mounted incandescent light fixture - with a globe type glass shade and metal base/frame.
- Melamine square counter top
- Melamine cabinets
- Single stainless steel sink
- Dual knob faucet with a chrome finish - no spray attachment
- Metal range hood
- Standard slider window (Pearson)

Hallway

- Standard quality vinyl tile flooring
- Linen closet with multiple shelves (approximately four shelves) and a wood closet door
- One - ceiling mounted light fixture with a basic globe type shade and a metal base/frame - single incandescent bulb

Main Bathroom

- Four piece bathroom - standard quality fixtures consisting of a sink, toilet and a combined tub and shower head (no separate shower enclosure)
- Standard size/quality enamel covered sink - dual knob faucet with a chrome finish
- Standard quality/size tub - enamel covered with a dual knob chrome finished faucet
- Ceramic tile tub enclosure with a full length curtain rod
- Standard quality vinyl tile flooring
- One - standard light fixture (2 bulbs), wall mounted over sink
- Vanity with a square top - melamine counter and two melamine cabinet doors
- Flat wall mounted mirror. Also has a standard medicine cabinet with a hinged mirrored door

Master Bedroom Description

- Standard quality vinyl tile flooring
- One - ceiling mounted light fixture with a basic globe type shade and a metal base/frame - single incandescent bulb
- One walk-in closet with a full width hanging rod and shelf on two walls. The closet has a hinged panel door and a basic ceiling mounted bare bulb light
- Standard slider window (Pearson)

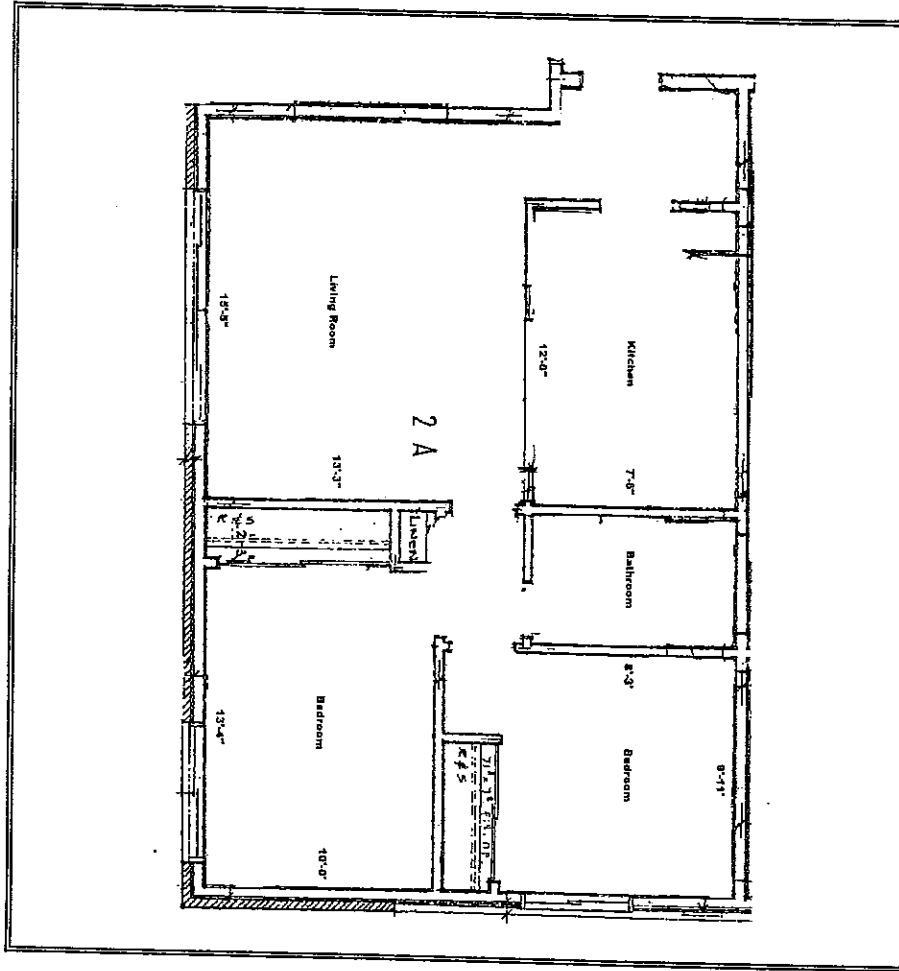
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Schedule "4"

Class Type D Units - Floor Plans / Specifications

Affiliated Appraisers

FLOOR PLANS - TYPE D UNITS



The above floor plan has been included for illustration purposes only and is not to scale. It should not be considered an exact replica - actual measurements and room/wall locations may vary slightly. All measurements were obtained from the builders original architectural plans.

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Schedule "4" (continued)

Class Type D Units - Floor Plans / Specifications

*Affiliated Appraisers***DESCRIPTION OF THE TYPE D UNITS**

Type D Units are two bedroom apartment units . Each apartment contains an entry, two bedrooms, a full bathroom , a combined living room / dining room and an eat-in kitchen. Gross living area has been estimated at approximately 693 square feet.

Overall Description

- Constructed circa 1970
- Exterior cladding consists of aluminum siding and brick veneer.
- Tar and gravel roof cover (flat roof)
- Aluminium fascia and soffits
- Windows were reported to have originally been a mixture of fixed thermopane units and Pearson sliders

Mechanical and Structural (Overall Building)

- Poured concrete foundation and basement floor
- Radiant heat from a gas boiler. No central air conditioning system
- Hot water is provided through the boiler system.
- 125 amp maximum electric service (per stamp on panel box) with a breaker box
- Plumbing consists of standard copper and plastic (PVC/ABS) piping
- All plumbing and light fixtures are considered to be of standard size/quality unless otherwise noted

General Interior Unit Finish

- Painted softwood baseboard mouldings - approximately 2-1/4 inches in height
- Painted softwood interior door and window trim - approximately 2-1/4 inches in width
- Unless otherwise noted - interior doors (excluding closet doors) consist of standard wood panel doors (not colonial style) with metal knobs
- Unless otherwise noted - closet doors consist of metal framed sliding panel doors (wood type panels) on metal tracts. "Standard sliding doors" referred to in this report consist of two sliding sections
- Drywall (gypsum board) interior walls and partitions - painted with standard quality materials
- Standard quality painting materials are considered to include priming and two coats of flat latex paint with semi-gloss paint in the kitchen and bathrooms
- Drywall ceilings with a stippled finish in all finished areas except the kitchen and bathrooms which are painted with standard quality materials

Unit Ceiling Clearances

- Above grade - ceiling clearance of approximately 7.5 feet
- Basement - ceiling clearance of approximately 7.5 feet

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Schedule "4" (continued)

Class Type D Units - Floor Plans / Specifications

Affiliated Appraisers**Main Level****Unit Entry Description**

- A main entry is located in the middle of the building with stairs leading both up and down
- Individual entry is off the main corridor on each floor
- Standard quality vinyl tile flooring
- One - ceiling mounted light fixture with a basic globe type shade and a metal base/frame - single incandescent bulb
- One closet with a standard sliding door - full width hanging rod and shelf
- Original entry door was a solid core wood unit. Door hardware consists of a basic quality brass dead bolt and separate knob

Living Room Description

- Standard quality vinyl tile flooring
- No light fixture - one switched receptacle (typically intended for a lamp)
- One large picture window with Pearson sliders

Kitchen Description

- Eat-in kitchen
- Standard quality vinyl tile flooring
- One ceiling mounted incandescent light fixture - with a globe type glass shade and metal base/frame
- Melamine square counter top
- Melamine cabinets
- Single stainless steel sink
- Dual knob faucet with a chrome finish - no spray attachment
- Metal range hood

Hallway

- Standard quality vinyl tile flooring
- Linen closet with multiple shelves (approximately four shelves) and a wood closet door
- One - ceiling mounted light fixture with a basic globe type shade and a metal base/frame - single incandescent bulb

Main Bathroom

- Four piece bathroom - standard quality fixtures consisting of a sink, toilet and a combined tub and shower head (no separate shower enclosure)
- Standard size/quality enamel covered sink - dual knob faucet with a chrome finish
- Standard quality/size tub - enamel covered with a dual knob chrome finished faucet
- Ceramic tile tub enclosure with a full length curtain rod
- Standard quality vinyl tile flooring
- One - standard light fixture (2 bulbs), wall mounted over sink
- Vanity with a square top - melamine counter and two melamine cabinet doors
- Flat wall mounted mirror. Also has a standard medicine cabinet with a hinged mirrored door

Master Bedroom Description

- Standard quality vinyl tile flooring
- One - ceiling mounted light fixture with a basic globe type shade and a metal base/frame - two incandescent bulbs
- One large closet with a sliding door and a full width hanging rod and shelf
- Standard slider window (Pearson)

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Schedule "4" (continued)

Class Type D Units - Floor Plans / Specifications

Affiliated Appraisers

Second Bedroom Description

- Standard quality vinyl tile flooring
- One - ceiling mounted light fixture with a basic globe type shade and a metal base/frame - two incandescent bulbs
- One large closet with a sliding door and a full width hanging rod and shelf
- Standard slider window (Pearson