



Ontario

128960

Ministry of
Consumer and
Commercial
Relations

Property
Rights
Division

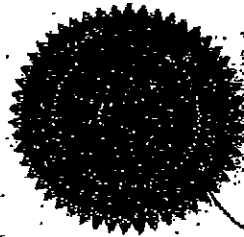
LAND REGISTRY NO. 4

CERTIFIED to be a true copy of an instrument
registered or document deposited under No. 128960
in the Land Registry Office for Ottawa No. 4

DATED at Ottawa this 1st day of March 19 76

J. Staden

DEPUTY LAND REGISTRAR



128960

128960

O.H.C. FORM 430

DECLARATION

MADE PURSUANT TO THE CONDOMINIUM ACT

THIS DECLARATION (hereinafter called the "declaration") is made and executed pursuant to the provisions of the Condominium Act, R.S.O. 1970, Chapter 77, as amended, and the regulations made thereunder (all of which are hereinafter referred to as the "Act"), BY:

MARVO CONSTRUCTION CO. LIMITED

(hereinafter called the "Declarant")

WHEREAS the Declarant is the owner in fee simple of lands and premises situate in the City of Ottawa in the Regional Municipality of Ottawa-Carleton and being more particularly described in Schedule "A" and in the description submitted herewith by the Declarant for registration in accordance with Section 4 of the Act.

WHEREAS the Declarant has constructed buildings upon the said lands containing fifty-eight (58) dwelling units, and,

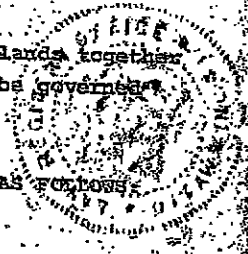
WHEREAS the Declarant intends that the said lands together with the said buildings constructed thereon shall be governed by the Act.

NOW THEREFORE THE DECLARANT HEREBY DECLARES AS FOLLOWS:

I : INTRODUCTORY

(1) Definitions - The following terms used herein have the meanings set out below, unless the context otherwise requires:

- (a) common elements means all the property except the units;
- (b) common interests means the interest in the common elements appurtenant to a unit.
- (c) Owner means the owner or owners of the freehold estate or estates in a unit and common interest, but does not include a mortgagee unless in possession;



128960

- 2 -

- (d) property means the land and interest appurtenant to the land described in the description and Schedule "A" annexed hereto and includes land and interests appurtenant to lands that are added to the common elements.
- (e) unit means a part or parts of the land included in the description, and designated as a unit by the description, and comprises the space enclosed by its boundaries and all the material parts of the land within this space at the time the declaration and description are registered.
- (f) The definition of 'unit' for the purposes of the duties to repair and maintain under Section 16 and 17 of the Act and this declaration shall extend to all improvements made by the Declarant in accordance with its architectural plans notwithstanding that some of such improvements may be made after registration of the declaration;
- (g) Other terms used herein shall have ascribed to them the definitions contained in the Act, as amended from time to time.

(2) Statement of Intention.

The Declarant intends that the lands and premises described in Schedule "A" be governed by the Act, and any amendments thereto.

(3) Consent of Encumbrancers.

The consent of all persons having registered encumbrances against the land or interests appurtenant to the land described in Schedule "A" is contained in Schedule "B" attached hereto.

(4) Boundaries of Units and Monuments.

The monuments controlling the extent of the units are the physical surfaces mentioned in the boundaries of units in Schedule "C" attached hereto.

(5) Common Interests and Common Expenses.

Each owner shall have an undivided interest in the common elements as a tenant in common with all other owners and shall contribute to the common expenses in the proportions set forth opposite each unit number in Schedule "D" attached hereto. The total of the proportions of the common interests shall be one hundred per cent (100%).

128960

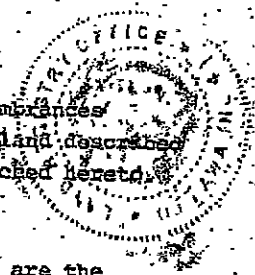
- (d) property means the land and interest appurtenant to the land described in the description and Schedule "A" annexed hereto and includes and land and interests appurtenant to lands that are added to the common elements.
- (e) unit means a part or parts of the land included in the description, and designated as a unit by the description, and comprises the space enclosed by its boundaries and all the material parts of the land within this space at the time the declaration and description are registered.
- (f) The definition of 'unit' for the purposes of the duties to repair and maintain under Section 16 and 17 of the Act and this declaration shall extend to all improvements made by the Declarant in accordance with its architectural plans notwithstanding that some of such improvements may be made after registration of the declaration;
- (g) Other terms used herein shall have ascribed to them the definitions contained in the Act, as amended from time to time.

(2) Statement of Intention.

The Declarant intends that the lands and premises described in Schedule "A" be governed by the Act, and any amendments thereto.

(3) Consent of Encumbrancers.

The consent of all persons having registered encumbrances against the land or interests appurtenant to the land described in Schedule "A" is contained in Schedule "B" attached hereto.



(4) Boundaries of Units and Monuments.

The monuments controlling the extent of the units are the physical surfaces mentioned in the boundaries of units in Schedule "C" attached hereto.

(5) Common Interests and Common Expenses.

Each owner shall have an undivided interest in the common elements as a tenant in common with all other owners and shall contribute to the common expenses in the proportions set forth opposite each unit number in Schedule "p" attached hereto. The total of the proportions of the common interests shall be one hundred per cent (100%).

128960

- 3 -

(6) Address for Service

The Corporation's address for service shall be 737 Montreal Road, Ottawa, Ontario, or such other address as the Corporation may by resolution determine.

II COMMON EXPENSES

(1) Specification of Common Expenses

Common expenses means the expenses of the performance of the objects and duties of the corporation and, without limiting the generality of the foregoing, shall include those expenses set out in Schedule "E" attached hereto.

(2) Payment of Common Expenses

Each owner, including the Declarant, shall pay to the corporation his proportionate share of the common expenses, as may be provided for by the by-laws of the corporation, and the assessment and collection of contributions toward the common expenses may be regulated by the board pursuant to the by-laws of the corporation.

III COMMON ELEMENTS

(1) Use of Common Elements

Subject to the provisions of the Act, this declaration and the by-law and any rules and regulations passed pursuant thereto, each owner has the full use, occupancy and enjoyment of the whole or any part of the common elements, except as herein otherwise provided.

(2) Exclusive Common Elements

Subject to the provisions of the Act, this declaration, the by-laws, and the rules and regulations passed pursuant thereto, the owner of each unit shall have the exclusive use of those parts of the common elements as set out in Schedule "F" attached hereto.

(3) Restrictive Access

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

128960

(4) (a) The corporation may by a vote of members, who own eighty (80) per cent of the common elements, make any substantial additions, alterations or improvements to, or renovation of the common elements, or make any substantial change in the assets of the corporation.

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

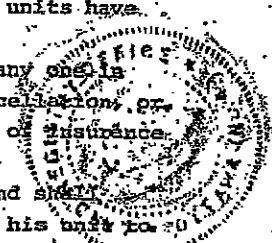
(c) For the purposes of this clause, the board shall decide whether any addition, alteration, or improvement to, or renovation of the common elements, or any change in the assets of the corporation is substantial.

IV UNITS

(1) Occupation and Use.

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

- (a) Each unit shall be occupied and used only as a private single family residence and for no other purpose, provided, however, that the foregoing shall not prevent the Declarant from completing the building and all improvements to the property, maintaining units as models for display and sale purposes, and otherwise maintaining construction offices, displays and signs until all units have been sold by the Declarant.
- (b) No unit shall be occupied or used by any one in such a manner as to result in the cancellation, or threat of cancellation, of any policy of insurance referred to in this declaration.
- (c) The owner of each unit shall comply and shall require all residents and visitors to his unit to comply with the Act, this declaration, and the by-laws, and the rules and regulations passed pursuant thereto.
- (d) No owner shall make any structural change or alteration in or to his unit or make any change to an installation upon the common elements, or maintain, decorate, alter or repair any part of the common elements, except for maintenance of those parts of the common elements which he has the duty to maintain, without the consent of the board.



128860

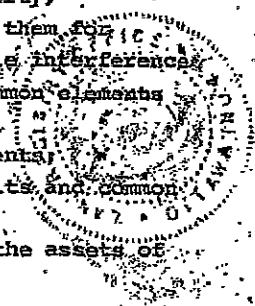
(2) Requirements for Leasing.

- (a) No owner shall lease his unit unless he causes the tenant to deliver to the corporation an agreement signed by the tenant, to the following effect: "I,, covenant and agree that I, the members of my household and my guests from time to time, will, in using the unit rented by me and the common elements, comply with the Condominium Act, the Declaration and the By-Laws, and all rules and regulations of the Condominium Corporation, during the term of my tenancy"
- (b) No tenant shall be liable for the payment of common expenses unless notified by the corporation that the owner is in default of payment of common expenses, in which case the tenant shall deduct, from the rent payable to the owner, the owner's share of the common expenses, and shall pay the same to the corporation.
- (c) Any owner leasing his unit shall not be relieved hereby from any of his obligations with respect to the unit, which shall be joint and several with his tenant.

V BY-LAWS

The corporation may, by a vote of members who own 66 2/3 per cent of the common elements, make by-laws:

- (a) governing the management of the property;
- (b) governing the use of units or any of them, for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and other units;
- (c) governing the use of the common elements;
- (d) regulating the maintenance of the units and common elements;
- (e) governing the use and management of the assets of the corporation;
- (f) respecting the board;
- (g) specifying duties of the corporation;
- (h) regulating the assessment and collection of contributions towards the common expenses.
- (i) respecting the conduct generally of the affairs of the corporation.



128960

VI MAINTENANCE AND REPAIRS

(1) Each owner shall maintain his unit, and, subject to the provisions of this declaration, each owner shall repair his unit after damage, all at his own expense.

Each owner shall be responsible for all damages to any and all other units and to the common elements, which are caused by the failure of the owner to so maintain and repair his unit, save and except for any such damages to the common elements for which the cost of repairing same may be recovered under any policy or policies of insurance held by the corporation.

The corporation shall make any repairs that an owner is obligated to make and that he does not make within a reasonable time; and, in such an event, an owner shall be deemed to have consented to having repairs done to his unit by the corporation; and an owner shall reimburse the corporation in full for the cost of such repairs, including any legal or collection costs incurred by the corporation in order to collect the costs of such repairs, and all such sums of money shall bear interest at the rate of twelve per cent (12%) per annum. The corporation may collect all such sums of money in such instalments as the board may decide upon, which instalments shall be added to the monthly contributions towards the common expenses of such owner, after receipt of a notice from the corporation thereof. All such payments are deemed to be additional contributions towards the common expenses and recoverable as such.

(2) Repairs and Maintenance of Common Elements of the Corporation

The corporation shall repair and maintain the common elements which includes repair and maintenance to all doors including the garage which provide the means of ingress to and egress from a unit and to all windows, save and except maintenance of interior surfaces of windows, all at its own expense.

VII DAMAGE

(1) Procedure When Damage Occurs

Where the board has determined that there has been substantial damage to 25% of the buildings, notice of such determination shall be given within 10 days thereof to all owners and mortgagees, with such notice to the mortgagees to be sent by registered mail. Such notice may be combined with notice to the owners of a meeting called for the purpose of voting for repair.

(2) Plans and Specifications

A complete set of all the structural plans and specifications for the buildings, including plans and specifications for any additions, alterations or improvements from time to time made to the common elements or to any unit with the prior consent in writing of the board, shall be maintained in the office of the corporation at all times, for the use of the corporation in rebuilding or repairing any damage to the buildings, and for the use of any owner.

VIII INSURANCE TRUSTEE AND PROCEEDS OF INSURANCE

(1) Insurance Trustee

The corporation shall enter into an agreement with an Insurance Trustee which shall be a Trust Company registered with the Loan and Trust Corporations Act, or shall be a Chartered Bank, which agreement shall, without limiting its generality, provide the following:

- (a) the receipt of the Insurance Trustee of any proceeds of insurance payable to the corporation.
- (b) the holding of such proceeds in trust for those entitled thereto pursuant to the provisions of this declaration.
- (c) the disbursement of such proceeds in accordance with the provisions of the Insurance Trust Agreement.
- (d) the notification by the Insurance Trustee to the mortgagees of any insurance monies received by it.

In the event that the corporation is unable to enter into such agreement with such Trust Company, or such Chartered Bank, by reason of their refusal to act, the corporation may enter into such Agreement with such other corporation authorized to act as a Trustee, as the owners may approve by by-law at a meeting called for that purpose. The corporation shall pay the fees and disbursements of any Insurance Trustee and any fees and disbursements shall constitute a common expense.

(2) In the event that:

- (a) the corporation is obligated to repair any unit insured under paragraph (1), subclause (b) of Clause IX hereof, in accordance with the provisions of Section 16 (6) or Section 17 (2) of the Act, the Insurance Trustee shall hold all proceeds for the corporation and shall disburse same in accordance with the provisions of the Insurance Trust Agreement.

- (2)
 - (a) in order to satisfy the obligation of the corporation to make such repairs.
 - (b) there is no obligation by the corporation to repair any unit in accordance with the provisions of Section 17 (2) of the Act and there is termination in accordance with the provisions of Section 18 of the Act, or otherwise, the Insurance Trustee shall hold all proceeds for the owners in the proportion of their respective interests in the common elements and shall pay such proceeds to the owners in such proportions, upon registration of a notice of termination by the corporation.
 - (c) The board, in accordance with the provisions of Section 17 (1) of the Act, determines that there has not been substantial damage to 25 per cent of the buildings, the Insurance Trustee shall hold all proceeds for the corporation and owners whose units have been damaged and shall disburse such proceeds for the benefit of the corporation and the owners whose units have been damaged, as their respective interests may appear, in accordance with the provisions of the Insurance Trust Agreement in order to satisfy their respective obligations to make repairs pursuant to the provisions of Clause 2 of this declaration, and Section 15 (5) of the Act.

Notwithstanding anything to the contrary herein contained, any proceeds payable by the Insurance Trustee to an owner in accordance with the provisions of paragraph (b) of this sub-clause 2 of Clause VIII hereof, shall be subject to payment in favour of any mortgagee or mortgagees to whom such loss be payable in such policy or policies of insurance and in satisfaction of the amount due under any liens registered by the corporation against such unit.

IX INSURANCE

- (1) By the Corporation.
The Corporation shall be required to obtain and maintain, to the extent obtainable from the insurance industry, the following insurance, in one or more policies:-
 - (a) Insurance against damage by fire with extended coverage and such other perils as the board may from time to time deem advisable, insuring:

9

128.960

(a) (contd.)

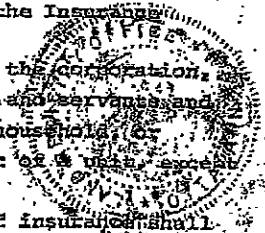
- (i) the property, excluding the units;
- (ii) personal property owned by the corporation but not including furnishings, furniture, or any other personal property supplied or installed by the owners;

in an amount equal to the full replacement cost of such real and personal property, without deduction for depreciation, which policy may be subject to a loss deductible clause.

(b) Insurance against damage by fire with extended coverage and such other perils as the board may from time to time deem advisable, insuring the units, but excluding any improvements made by the owners thereof, in an amount equal to the full replacement cost of such units without deduction for depreciation.

Such policy or policies of insurance shall insure the interests of the corporation and the owners from time to time, as their respective interests may appear, with mortgage endorsements, which shall be subject to the provisions of this declaration and the Insurance Trust Agreement; and shall contain the following provisions:-

- (i) that loss shall be payable to the Insurance Trustees;
- (ii) waivers of subrogation against the corporation, its manager, agents, employees and servants and owners, and any member of the household or guests of any owner or occupant of a unit, except for arson or fraud;
- (iii) that such policy or policies of insurance shall not be cancelled or substantially modified without at least sixty days prior written notice to all parties whose interests appear thereon, and to the Insurance Trustees;
- (iv) waivers of any defence based on co-insurance or of invalidity arising from the conduct or any act or omission or breach of a statutory condition of any insured;
- (v) all policies of insurance shall provide that the same shall be primary insurance in respect of any other insurance carried by the owner;



128960

- (vi) a waiver of the insurer's option to repair, rebuild, or replace in the event that after damage the government of the property by the Act is terminated.
- (c) Public liability and property damage insurance insuring the liability of the corporation and the owner from time to time, with limits to be determined by the board, and without right of subrogation as against the corporation, its manager, agents, servants and employees, and as against the owners, and any member of the household or guests or any owner or occupant of a unit.
- (d) Boiler and machinery insurance to the extent required as the board may from time to time deem advisable.

(2) General Provisions.

- (a) Prior to obtaining any policy or policies of insurance under sub-clause (1) of this Clause IX, or any renewal or renewals thereof, or at such other time as the board may deem advisable, the board shall obtain an appraisal from an independent qualified appraiser, of the full replacement cost of the property, for the purpose of determining the amount of insurance to be affected pursuant to sub-clause (1) of this Clause IX and the cost of such appraisal shall be a common expense.
- (b) The corporation, its board, and its officers, shall have the exclusive right, on behalf of itself and as agents for the owners, to adjust any loss and settle any claims with respect to all insurance placed by the corporation; and to give such releases as are required, and any claimant, including the owner of a damaged unit, shall be bound by such adjustment. Provided, however, that the board may, in writing, authorize an owner to adjust any loss to his unit.

128960

(c) No mortgage may be placed against any unit unless the mortgagee agrees to waive any contractual or statutory provision giving the mortgagee the right to have the proceeds of any insurance policy or policies applied on account of the mortgage and thereby prevent application of the proceeds of any insurance policy or policies towards the repair of the property pursuant to the provisions of this declaration. This paragraph (c) shall be read without prejudice to the right of any mortgagee to exercise the right of an owner to vote or to consent, if the mortgage itself contains a provision giving the mortgagee that right, and also to the right of any mortgagee to receive the proceeds of any insurance policy, if the property is not repaired.

(d) A certificate or memorandum of all insurance policies and endorsements thereto shall be issued as soon as possible to each owner and a duplicate original or certified copy of the policy to each mortgagee; renewal certificates or certificates of new insurance policies shall be furnished to each owner and mortgagee not later than ten days before the expiry of any current insurance policy. The master policy for any insurance coverage shall be kept by the corporation in its offices, available for inspection by an owner or mortgagee on reasonable notice to the corporation.

(e) No insured, other than the corporation, shall be entitled to amend any policy or policies of insurance obtained and maintained by the corporation, or to direct that loss shall be payable in any manner other than as provided in this declaration.

(3) By the Owner.

It is acknowledged that the foregoing insurance is the only insurance required to be obtained and maintained by the corporation and that the following insurance, or any other insurance, if deemed necessary or desirable by any owner, may be obtained and maintained by such owner:

(a) Insurance on any additions or improvements made by the owner to his unit and for furnishings, fixtures, equipment, decorating and personal property and chattels of the owner contained

12

128960

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

X INDEMNIFICATION

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

All payments pursuant to this clause are deemed to be additional contributions toward the common expenses and recoverable as such.

XI FIRST MEETING

As soon as practicable after the registration of this declaration, the members may, without notice, hold their first meeting for the purposes of electing directors. The board so elected may, without notice, hold its first meeting, provided a quorum of directors is present. Any by-law may be passed by the corporation, without a meeting, provided the consent to the by-law, by members who own 100% of the common elements, is endorsed thereon.

128960

XII GENERAL MATTERS AND ADMINISTRATION

(1) Rights of Entry

- (a) The corporation, or any insurer of the property or any part thereof, their respective agents, or any other person authorized by the board, shall be entitled to enter any unit or any part of the common elements over which any owner has the exclusive use, at all reasonable times and upon giving reasonable notice for the purposes of making inspections, adjusting losses, making repairs, correcting any condition which violates the provisions of any insurance policy or policies, remedying any condition which might result in damage to the property, or carrying out any duty imposed upon the corporation.
- (b) In case of an emergency, an agent of the corporation may enter a unit at any time and without notice, for the purpose of repairing the unit, common elements or part of the common elements over which any owner has the exclusive use, or for the purpose of correcting any condition which might result in damage or loss to the property. The corporation or any one authorized by it may determine whether an emergency exists.
- (c) If an owner shall not be personally present to grant entry to his unit, the corporation, or its agents, may enter upon such unit without rendering it, or them, liable to any claim or cause of action for damages by reason thereof; provided that they exercise reasonable care.
- (d) The rights and authority hereby reserved to the corporation, its agents, or any insurer or its agents, do not impose any responsibility or liability for the care or supervision of any unit except as specifically provided in this declaration or the by-laws.

(2) Units, Subject to Declaration, By-Laws, Common Elements, Rules and Regulations and Regulations.

All present and future owners, tenants, and residents of units, their families, guests, invitees or licencees, shall be subject to and shall comply with the provisions of this declaration, the by-laws, and any other rules and regulations of the corporation.

14

128960

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

(3) Invalidity.

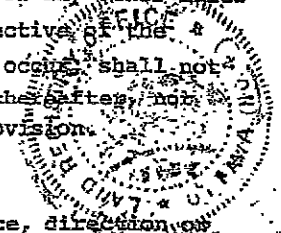
Each of the provisions of this declaration shall be deemed independent and severable, and the invalidity or unenforceability in whole or in part of any one or more of such provisions shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this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

(4) Waiver

The failure to take action to enforce any provision contained in the Act, this declaration, the by-laws, or any other rules and regulations of the corporation, irrespective of the number of violations or breaches which may occur, shall not constitute a waiver of the right to do so thereafter, and shall not be deemed to abrogate or waive any such provision.

(5) Notice

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



15

128960

(6) Construction of Declaration

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

(7) Headings.

The headings in the body of this declaration form no part of the declaration but shall be deemed to be inserted for convenience of reference only.

DATED AT OTTAWA

and Province of Ontario, this 23rd day of February 1976.

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

MARVO CONSTRUCTION CO. LIMITED

[Handwritten signature]

President

[Handwritten signature]

Secretary



SCHEDULE "A"

128960

Part of Block "M" on Plan M-119 registered in the Land Registry Office, Land Titles Division No. 4 at Ottawa, designated as parts 1, 2 and 3 on the Plan of Survey of Record in the said Office as Plan 4R-1534, subject to the uninterrupted and unobstructed right and easement in perpetuity upon, over, under, along and across that part of Block "M" on the aforesaid Plan M-119 designated as Part 2 on a Plan of Survey of Record in the said Land Registry Office as Plan 4R-1534 for the purposes and objects as set out in Instrument No. 82023 in favour of Bell Telephone Company of Canada and the Hydro Commission of the City of Ottawa and subject to an easement in favour of the Regional Municipality of Ottawa-Carleton designated as Part 3 on a Plan of Survey registered as 4R-1534 as set out in Instrument Number 127017.



157

128960

SCHEDULE "B"

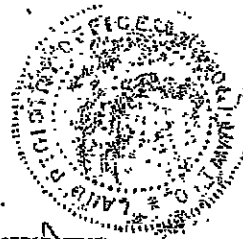
CONSENT

Ontario Mortgage Corporation having a registered
encumbrance within the meaning of clause b of sub-
section 1 of section 3 of The Condominium Act
registered as Number 113088 in the Land Registry
Office for the Land Titles Division of Ottawa No. 4,
hereby consent to the registration of this
declaration pursuant to The Condominium Act against
the land or interests appurtenant to the land
described in the description.

DATED AT TORONTO

this 18th day of

February, 1976



ONTARIO MORTGAGE CORPORATION

[Signature]
Vice President and General Manager

[Signature]
Authorized Signing Officer

18

128960

SCHEDULE "C"

Monuments controlling the extent of units described and numbered in the Description are the physical surfaces more fully described as follows:

HORIZONTAL BOUNDARIES OF UNITS ARE:-

- a) The lower boundary of the unit is the upper surface of the poured concrete floor slab beneath the unit.
- b) The upper boundary of all the units is the upper surface of the drywall ceiling on the top floor, garage, and in certain units where the ground floor protrudes.
- c) In certain units where the top floor protrudes, the lower boundary of the units is the upper unfinished line and face of the 2" x 8" floor joists.

VERTICAL BOUNDARIES OF UNITS ARE:-

- a) The interior face of the poured concrete wall in the basement and the inside line and face of the 2" x 4" studs forming exterior walls and the interior face of the concrete block or masonry wall dividing the units.
- b) The above boundaries of (a) are produced across openings for windows and doors except in the garage portion, in which case the boundary is the unfinished exterior surface of the garage door.

SCHEDULE D

128960

UNIT

LEVEL 1

Proportion of Common Interest
& Contributions to Common Expenses
Expressed in Percentages

1	1.7075
2	1.7075
3	1.7875
4	1.7875
5	1.7875
6	1.7875
7	1.7875
8	1.7875
9	1.5848
10	1.7875
11	1.7875
12	1.5849
13	1.7075
14	1.7075
15	1.7075
16	1.7075
17	1.5848
18	1.5848
19	1.5848
20	1.5848
21	1.5848
22	1.5848
23	1.5848
24	1.7075
25	1.7075
26	1.7075
27	1.7075
28	1.7075
29	1.7075
30	1.5848
31	1.5848
32	1.5848
33	1.5848
34	1.7875
35	1.7875
36	1.7875
37	1.7875
38	1.7875
39	1.7875
40	1.7875
41	1.7875
42	1.7875
43	1.7875
44	1.7875
45	1.7875
46	1.7875
47	1.7875
48	1.7875
49	1.7875
50	1.7875
51	1.7875
52	1.7875
53	1.7875
54	1.7875
55	1.7875
56	1.7875
57	1.7875
58	1.7875

100.0000

SCHEDULE "E"

128960

All sums of money payable by the Corporation on account of any and all public and private suppliers of insurance coverage, utilities and services, including, without limiting the generality of the foregoing, monies payable on account of:

- insurance premiums
- electricity on internal roads light standards
- water
- waste disposal
- maintenance materials, tools and supplies;
- fuel

All sums of money required by the Corporation for the acquisition or retention of real property for the use and enjoyment of the property or for the acquisition, repair, maintenance or replacement of personal property for the use and enjoyment in or about the common elements; and

All sums of money paid or payable by the Corporation for legal, engineering, accounting, auditing, expert appraising, advising, maintenance, managerial and secretarial advice and services required by the Corporation of its objects and duties;

All sums of money paid or payable by the Corporation to any and all persons, firms, or companies engaged or retained by the Corporation, its duly authorized agents, servants and employees for the purpose of performing any or all of the duties of the Corporation;

All sums of money paid or payable by the Corporation pursuant to the provisions of Subsections 1 and 2 of Section 14 of the Act;

Unless advanced by the owner to the Mortgagee, all sums of money payable on account of realty taxes (including local improvement charges) levied against the property, until such time as such taxes are levied against each unit; and

21

128,960

SCHEDULE "E" (cont'd)

The fees and disbursements of the Insurance Trustee,
if any;

The cost of maintaining fidelity bonds as provided in
the By-Laws.

128960

SCHEDULE "F"

Each unit owner shall have the exclusive use of that portion of the common element designated by the number of the particular unit followed by the letter "A" as shown on PART 1, SHEET 2, of the Description.

Each owner shall also have the exclusive use of the paved asphalt driveway leading from the unit to the roadway and the front yard portion designated by the number of the particular unit, followed by the letter "B" as shown on PART 1, SHEET 2, of the Description.

BLINKS, CHILLCOTT & SIMPSON
19 Dale Avenue
Ottawa, Ontario
K1M 6E1

128960

PROPERTY OF LAND
REGISTRY ACT

128960

1976-08-28 10:16

Land Registry
Act



LAND REGISTRY

CARLETON AND DUNDAS
CORPORATION NO. 76



128960

1976-08-28

CCC 76
LIST OF BYLAWS

- Bylaw 1: (replaced by Bylaw 14)
- Bylaw 2: (replaced by Bylaw 8)
- Bylaw 3: (replaced by Bylaw 7)
- Bylaw 4: Fireplaces
- Bylaw 5: Windows
- Bylaw 6: (replaced by Bylaw 14)
- Bylaw 7: Eavestroughing
- Bylaw 8: Fencing
- Bylaw 9: Patio doors
- Bylaw 10: Garage doors
- Bylaw 11: Doors
- Bylaw 12: (replaced by Bylaw 14)
- Bylaw 13: (replaced by Bylaw 14)
- Bylaw 14: Comprehensive
- Bylaw 15: Common Elements Modification
- Bylaw 16: Directors' and Officers' Liability Insurance
- Bylaw 17: Insurance Deductible
- Bylaw 18: Mediation and Arbitration
- Bylaw 19: Standard Unit

The Condominium Act, 1978


CERTIFICATE

CARLETON CONDOMINIUM CORPORATION NUMBER 76 hereby certifies that the By-law Number 4 attached hereto was made in accordance with The Condominium Act, 1978, being Chapter 84 of the Statutes of Ontario, 1978 and any amendments thereto, the Declaration and the By-laws of the Corporation, and that the said By-law Number 4 has not been amended and is in full force and effect.

DATED at the City of Ottawa, in the Regional Municipality of Ottawa-Carleton this 29th day of February 1980.

CARLETON CONDOMINIUM CORPORATION NO. 76

By



C/S

Stephen Wisking,
President.

FIREPLACES

The professional installation of internal fireplaces will be permitted subject to the following:

- (i) The owner of any unit in which a fireplace has been installed agrees to hold the Corporation and/or any homeowner harmless for any damages or costs direct or indirect that may be attributed directly or indirectly to the installation, use or presence of any fireplace in the condominium unit;
- (ii) The homeowner agrees to maintain all portions of the chimney, including but not limited to flashings, firecap and flue, to ensure that it is kept in good working order. Chimneys must be of a standard type which match closely in appearance those gas flues now installed;
- (iii) All fireplaces installed must bear the C.S.A. seal of approval;
- (iv) All requests to install fireplaces must be received in writing by the Board of Directors and approved by the Board before work is commenced;
- (v) All installations must be approved by the fire marshall or municipal building inspector confirming that the installation conforms with all Provincial, Municipal and Federal Regulations, and said certificate shall be filed with the Board prior to the fireplace being used;
- (vi) Any unit owner may store on site not more than one-half full cord of wood and/or one twenty-five (25) pound bag of coal to be used in conjunction with any fireplace installed.

These regulations shall apply to all fireplaces presently in use and all fireplaces installed in the future.

If any adjoining or abutting unit owner objects to the use of a particular fireplace, the use of the said fireplace shall be discontinued forthwith until the dispute has been resolved.

All units in which fireplaces are installed shall be equipped with a fire extinguisher in proper working order.

"Fireplace" shall be understood to be any unit or stove specifically designed to burn solid, liquid or gaseous fuel of any nature.

In any dispute between this By-law and any other By-law of the Corporation with respect to the installation and use of fireplaces, this By-law shall be paramount.

2 2 9 6 9 1

DATED: FEBRUARY 29TH 1980.

RECEIVED
LAND TITLES DIVISION
OF OTTAWA-CARLETON
NO. 4 AT OTTAWA

MAR 4 2 57 PM '80

D. McKay

DANAE MCKAY
DEPUTY LAND REGISTRAR

The Condominium Act, 1978

CARLETON CONDOMINIUM CORPORATION NO. 76

C E R T I F I C A T E

KENNEDY, SWEET & SHOULBICE
Barristers & Solicitors
2006-130 Albert Street
OTTAWA, Ontario, K1P 5G4

(DFS:ck 3-2615)

200

THE CONDOMINIUM ACT, 1978

C E R T I F I C A T E

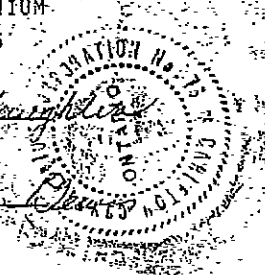
CARLETON CONDOMINIUM CORPORATION NO.76 herby certifies that the By-Law Number 5, attached hereto was made in accordance with The Condominium Act, ¹⁹⁷⁸~~1976~~, being Chapter 84 of the Statutes of Ontario, ¹⁹⁸⁰~~1978~~ and any amendments thereto, the Declaration and the By-Law of the Corporation, and that the said By-Law Number 5 has not been amended and is in full force and effect.

Dated at Ottawa in the Regional Municipality of Ottawa Carleton this 28th day of July 1983.

CARLETON CONDOMINIUM CORPORATION No.76

By: Linda McLaughlin
(President)

Linda Stoy
(Secretary)



INSTALLATION OF EXTERIOR STORM OR REPLACEMENT WINDOWS

The professional installation of exterior storm or replacement windows shall be permitted subject to the following:

1. The owner of any unit in which external storm or replacement windows have been installed agrees to hold the Corporation and/or any homeowner harmless for any damages or costs direct or indirect, that may be attributed directly or indirectly to the installation and/or use of any additionally installed exterior or replacement windows subject to provisions of the Declaration of Carleton Condominium Corporation #76, Section 9. 1(b).
2. Costs involved to up-grade existing windows are to be borne by individual homeowners, including costs which will be incurred to maintain the existing windows and proposed storm windows or replacement windows referred to herein.
3. All requests to up-grade existing windows must be received in writing by the Board of Directors on the approved application form and approved by the Board of Directors in writing before work is commenced.
4. Should the owner fail to comply with paragraph 3 and install the exterior storm or replacement windows without approval and the board in its sole discretion determines that the installation was not made within accordance with specifications, then the owner is deemed to have consented to have the windows removed by the Corporation at the owner's risk and expense and all costs incurred by the said removal will be charged directly to the owner and collectable in the same manner as the common element fees.
5. Specifications described in this By-law must be adhered to and are as follows:
 - (a) be baked white enamel finish;
 - (b) be metal frame; horizontal slider; double hung; constructed of material conforming to CMHC approved class GP-3 minimum;
 - (c) conform to existing opening;
 - (d) not protude further than 3/4" past frame;
 - (e) have a maximum gap between the existing frame and extrusion of 3/8";
 - (f) all caulking used in completion of said installation must be white Tremco Mono or equivalent, so as to waterproof and not permit the infiltration of water around the new installation, to the unit and penetrate the exterior finishing;
 - (g) units to have replacement windows must be flashed with white aluminium and caulked in accordance with item 5(f);
 - (h) existing weep holes are not be be punctured through aluminium flashing on existing windows.
6. The owner of any unit of which external storm or replacement windows are to be installed, agrees to complete a minimum of one complete side (elevation) of the unit. ~~the homeowner must~~

These regulations shall apply to all ^{storm and replacement} windows installed.

DATED at the City of Ottawa, in the Regional Municipality of Ottawa-Carleton this 28th day of July 1983.

3

335925
335925

REGISTRATION
83 Aug 26 AM 12 51
83 125 30 PM 12 51

[Signature]
JAMES T. COYLE
DEPUTY LAND REGISTRAR

LAND REGISTRY #4

REC. BY	<i>[Signature]</i>
F.F. NO. OR PAGE	689
ABST. BY	<i>[Signature]</i>
CHECKED BY	
MICRO. BY	<i>[Signature]</i>

1X COPY

16.00

2308291

Alton Management

385420

THE CONDOMINIUM ACT, 1978

CERTIFICATE

CARLETON CONDOMINIUM CORPORATION NO. 76 hereby certifies that the By-Law Number 7, attached hereto was made in accordance with The Condominium Act, 1980, being Chapter 84 of the Statutes of Ontario, 1980 and any amendments thereto, the Declaration and the by-Law of the Corporation, and the said By-Law Number 7, has not been amended and is in full force and effect.

Dated at Ottawa in the Regional Municipality of Ottawa Carleton this 17th day of September 1984.

CARLETON CONDOMINIUM CORPORATION NO. 76

By: Linda Taylor
(President)

[Signature]
(Secretary)
Vice President
(in absence of Secretary)



BY-LAW # 7

INSTALLATION OF EAVESTROUGHING

Carleton Condominium Corporation No. 76 proposes to adopt the following By-Law having regard to the installation of eavestroughing to all units.

The Corporation will install eavestroughing on all upper and lower roofs subject to the following conditions:

1. It is agreed and understood that this said By-Law replaces By-Law No. 3.
2. The said installation of the eavestroughing will transfer any future cost of maintenance or repair for such eavestroughing to the Corporation except for repair and maintenance in accordance with Paragraph #VI-(1) of the Declaration.
3. It is agreed and understood that each owner will have the option to pay towards the cost of the installation of the eavestroughing in either one of the following options:
 - (a) Pay to the Corporation on October 15, 1984 the full assessment amount of \$163.36

OR

 - (b) Pay to the Corporation six (6) equal payments each in the amount of \$28.59, which includes interest at the rate of 10% per annum. All payments must be paid with post-dated cheques. The first cheque dated October 1, 1984 and the remaining five (5) cheques dated the 1st day of each month until final payment on March 1, 1985.
4. It is agreed and understood that the Owner shall indemnify and save harmless the Corporation from all suits and actions for damages and costs to which the Corporation might be put due to the removal of the present eavestroughing now in place on certain units.

DATED at the City of Ottawa, in the Regional Municipality of Ottawa-Carleton this 17th day of September 1984.

3

305420

REGISTERED MAIL
DIVISION OF OTTAWA
CARLETON ROAD AT OTTAWA
24 OCT 17 PM 2 03

B. Roume
BOYDIE RHEAUME
ASSISTANT DEPUTY LAND
REGISTRAR

*By-law
2007*

*Firm: Kennedy & Wood
2000-10-17*

LAND REGISTRY #4

REC. #1	RA
F.F. NO. OR PAGE	798
ASSI. BY	<i>de</i>
CHECKED BY	
MICRO. BY	<i>de</i>

~~#50~~
1700

1 copy

81786227 08017.00

Approved for Entry

81786227 08017.00

Approved for Entry

THE CONDOMINIUM ACT, 1980
CERTIFICATE

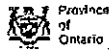
CARLETON CONDOMINIUM CORPORATION NO. 76 hereby certifies that the By-Law Number 8 attached hereto was made in accordance with The Condominium Act, 1980, being Chapter 84 of the Statutes of Ontario, and any amendments thereto, the Declaration and the By-Law of the Corporation, and that the said By-Law Number 8 has not been amended and is in full force and effect.

Dated at Ottawa in the Regional Municipality of Ottawa-Carleton this 20th day of April, 1985.

CARLETON CONDOMINIUM
CORPORATION NO. 76

By: Leads Toye Ouellet
(President)
[Signature]
(Secretary)





Document General

Form 4 - Land Registration Reform Act, 1984

OTYE & DURNHAM CO., LIMITED
Form No. 903

D

FOR OFFICE USE ONLY

NUMBER 406714
CERTIFICATE OF RECEIPT

APR 24 1985
APR 9:46 AM
OTTAWA-CARLETON No. 4
AT OTTAWA

B. B. B. B.
BONNIE BEECHER
ASSISTANT DEPUTY LAND
REGISTRAR

(1) Registry Land Titles (2) Page 1 of 3 pages *ph.*

(3) Property Identifier(s) Block Property Additional: See Schedule

(4) Nature of Document
By-Law (Condominium Act)

(5) Consideration
Dollars \$

(6) Description
All Units and Common Elements comprising the property included in Carleton Condominium Plan No. 76, City of Ottawa, County of Ottawa-Carleton, Land Titles Division of Ottawa-Carleton

New Property Identifiers Additional: See Schedule

Executions Additional: See Schedule

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

(8) This Document provides as follows:

Continued in Schedule

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

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

Name(s) Signature(s) Date of Signature

Carleton Condominium Corporation No. 76..... *Richard Moir* 1985 04 22
(Applicant) by its Property Manager
Richard Moir

(11) Address for Service 4-2669 Southvale Cres., Ottawa, Ont., K1V 4B2

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

Name(s) Signature(s) Date of Signature

(13) Address for Service

(14) Municipal Address of Property Multiple

(15) Document Prepared by:
Richard Moir
4-2669 Southvale Cres.
Ottawa, Ont.
K1V 4B2

Fees and Tax	
Registration Fee	16.00
Total	16.00

CARLETON CONDOMINIUM CORPORATION #76

THIS SAID BY-LAW REPLACES BY-LAW #2 OF CARLETON CONDOMINIUM CORPORATION #76

FENCING IN REAR OF PATIO AREA

1. Each unit block must arrive at a majority vote as to the proposed fence design for their respective block of units. Failing a majority vote, the Board will make a binding decision on one of the existing designs.
2. The proposed fence design will provide that in no case shall the proposed fencing extend more than an additional eight feet (8 Ft.) beyond the existing fences, or a maximum of sixteen feet (16 Ft.) from the exterior rear wall of the unit. Requests for extensions less than the aforementioned will be considered by the Board in special cases.
3. Fences must be constructed of one type of wood, either cedar or pressure-treated pine. Fence posts must be 4x4's anchored in concrete, 3-1/2 feet below the ground. Stringers or rails must be 2x4's. Face boards must have a two-inch clearance between the bottom of the board and the ground. Fencing hardware must be stainless steel, hot galvanize or aluminium. Fences must be stained using St. Clair Ultimate exterior solid stain, ~~#507~~ Homestead. Any extensions of the existing condominium fences must be the same height on the sides. All maintenance and repairs of the said fences become the responsibility of the unit owners, at the owner's expense.
4. Design drawings are to be submitted to the Board for approval. The said design drawings should be signed by the respective block unit owners.
5. Hydro, Bell Canada and Gas companies must be contacted to mark cables and lines.
6. Upon written approval from the Board, construction may be commenced. Upon completion of the fence installation, request must be filed with the Board requesting Board inspection and approval of the completed structure.
7. Any subsequent erection of fencing must meet with approved design of those fences already in receipt of Board approval and already inspected within the given unit block.
8. All cost related to the construction, installation and maintenance of erected fences, save and except those evident as at the date of registration, are at the individual unit owner's expense.
9. Interior upkeep of the enclosed common element upon completion of the fence installation becomes the responsibility of the individual unit owner(s), in accordance with current policies, i.e. grass, weeds, grading.
10. The gate must be 36" wide at back and the same height as the fence.
11. Failure of an owner to comply with paragraphs 3 and 9 of the By-law will result in the Corporation taking corrective measures to repair or maintain same, at the unit owner's expense.

Dated at the City of Ottawa, in the Regional Municipality of Ottawa-Carleton
 this 24th day of April 1995

BY-LAW #9

CARLETON CONDOMINIUM CORPORATION #76

Whereas the declaration of Carleton Condominium #76 assigns the Corporation responsibility for repair and maintenance of all doors which provide ingress and egress to and from the unit. Therefore, Carleton Condominium Corporation #76 proposes to adopt the following by-law having regard to the replacement of patio doors.

The Corporation will permit unit owners to replace the existing sliding wood patio doors in the event of irreparable damage or to improve energy conservation conservation, subject to the following conditions:

1. Replacement doors can be made of various materials including steel or solid wood products of an equal or better quality designed for exterior use.
2. The owner has the option of either one of the following and agrees to:
 - a. Install a steel patio double-sliding door. The exterior slider is to be double-glazed and tempered safety glass, and the interior slider is to be single-glazed and tempered safety glass. A secure locking device is to be provided.
 - b. Install a patio door enclosed in a wood frame, which must have:
 1. 50% of the patio door must be double-glazed thermo-paneled tempered safety glass.
 2. the remaining area must be an insulated steel door with a horizontal sliding thermo glass window 24"x15" with screen. The door must have an approved self-closing device, a secure paddle-type locking device. The door must open outward.
3. The existing size of the door frame is not to be decreased or increased whatsoever.
4. The replacement of the patio door to the unit will transfer any future cost of maintenance or repair for such door to the owner and at the owner's expense.
5. It is agreed and understood that the installation of the said doors will, in the event of the sale of the said unit, transfer the responsibility with respect to this by-law, to the new purchaser under the same terms and conditions set out herein.
6. Notwithstanding the above conditions being met, the general appearance and condition of replacement doors will continue to be subject to inspection and approval by the Board.
7. A written request and approval from the Corporation is required before installation. This request must be on the approved forms of the Corporation. Upon completion of said installation, request must be filed with the Board, in writing, requesting final inspection of the completed work. On final acceptance by the Corporation, approval will be sent to the owner in writing.

Dated at the City of Ottawa, in the Regional Municipality of Ottawa-Carleton

BYLAW #10

CARLETON CONDOMINIUM CORPORATION #78

Whereas the declaration of Carleton Condominium #78 assigns the Corporation responsibility for repair and maintenance of all doors which provide ingress and egress to and from the Unit. Therefore Carleton Condominium Corporation #78 proposes to adopt the following by-law having regard to the installation of an automatic opening device for the garage door.

The Corporation will permit unit owners to install an automatic garage door opening device subject to the following conditions:

1. The installation of an automatic garage door opener will transfer any future cost of maintenance or repair to and including the garage door metal and operation of said door for such opener to the owner and at the owner's expense.
2. If possible, a separate circuit should be used for the electrical power source for the automatic garage door opener so as not to overload the existing circuits.
3. In the event a garage door panel has to be reinforced, caution must be taken not to deface the said panel with a large number of bolts or screws (maximum permitted is four (4)).
4. It is agreed and understood that the installation of the said opener will, in the event of the sale of the said unit, transfer the responsibility with respect to this by-law, to the new purchaser under the same terms and conditions set out herein.
5. It is agreed that this by-law will be retroactive to all owners who have installed an opener to the garage door, providing the installation meets all the requirements as set out in this by-law herein.
6. Notwithstanding the above conditions being met, the general appearance and condition of the opener will continue to be subject to inspection and approval by the Board.
7. A written request and approval from the Corporation is required before installation. This request must be on the approved forms of the Corporation. Upon completion of said installation, request must be filed with the Board, in writing, requesting final inspection of the completed work. On final acceptance by the Corporation, approval will be sent to the owner in writing.

Dated at the City of Ottawa, in the Regional Municipality of Ottawa-Carleton this 24th day of April 1985.

R U L E S

CARLETON CONDOMINIUM CORPORATION #76

Whereas the declaration of Carleton Condominium #76 assigns the Corporation responsibility for repair and maintenance of all doors which provide ingress and egress to and from the Unit. Therefore Carleton Condominium Corporation #76 proposes to adopt the following by-law having regard to the replacement of front doors and the installation of a door from the garage to the unit.

The corporation will permit unit owners to replace the existing solid wood doors in the event of irreparable damage or to improve energy conservation; to replace or otherwise modify the existing front door with a view to improving over-all appearance of the unit, or to install a door from the garage to the unit, subject to the following conditions:

1. Replacement doors can be made of various materials including steel, cedar, or other solid wood products of an equal or better quality designed for exterior use.
- * 2. (a) The installation of an exterior door to be placed between the garage and the vestibule of the unit is to be in accordance with the Ontario Building Code, Item 9.10.14.13.(1) as quoted "a door between an attached or built-in garage and a dwelling unit shall be an exterior type, tightfitting and weather-stripped to provide an effective barrier against the passage of gas, and exhaust fumes, and shall be fitted with a self-closing device". Any other openings from the garage to the unit are not permitted.

(b) "A doorway between an attached or built-in garage and a dwelling unit shall not be located in a room intended for sleeping".
3. Replacement doors can be painted in the existing colours or stained to a natural wood finish using semi-transparent stain.
4. Replacement exterior doors at the entrance can be with or without windows and those with windows should not have an opening that exceeds 25% of the total surface of the door.
5. The existing size of the door-frame is not to be decreased or increased whatsoever.
- * 6. The replacement of a front door or a door from the garage to the unit will transfer any future cost of maintenance or repair for such door to the owner and at the owner's expense.
- * 7. It is agreed and understood that the installation of the said doors will, in the event of the sale of the said unit, transfer the responsibility with respect to this by-law, to the new purchaser under the same terms and conditions set out herein.
- * 8. It is agreed that this by-law will be retroactive to all owners who have installed a door from the garage to the unit, providing the owner delivers to the Corporation a certificate of clearance from the City of Ottawa confirming that the door meets all the requirements as set out in the bylaw herein.
9. Notwithstanding the above conditions being met, the general appearance and condition of replacement doors will continue to be subject to inspection and approval by the Board.
10. A written request and approval from the Corporation is required before installation. This request must be on the approved forms of the Corporation. Further, a true copy of the building permit from the City of Ottawa must accompany this application form. Upon completion of said installation, request must be filed with the Board, in writing, requesting final inspection of the completed work. On final acceptance by the Corporation, approval will be sent to the owner in writing.

DATED at the City of Ottawa, in the Regional Municipality of Ottawa-Carleton this 24th day of April 1985.

Schedule "A"

CARLETON CONDOMINIUM CORPORATION NO. 76

BY-LAW NO. 14

BE IT ENACTED as By-Law No. 14 of CARLETON CONDOMINIUM CORPORATION NO. 14 (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 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: 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: All voting is on the basis of one vote per unit. 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 Directors. A quorum for the transaction of business at a meeting of the Board shall be three Directors.
- (2) Qualifications: 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. If a unit has more than one owner, only one of those owners may be a member of the Board at any time.

(3) Election and Term:

- (a) The Directors shall be elected in each case for a term of three 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>
1	2005
2	2006
2	2007

- (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) The Directorship which expires in 2007 (see 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 two Directors. In such cases, the notice shall be signed by each of the two Directors and one of the two Directors shall give notice of the meeting in accordance with sub-paragraph (c) hereof.
- (c) Written notice of Board meetings shall be given to all Directors at least 48 hours before the meeting. Any such Notice may be given in accordance with Article 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 person for or in respect of anything that the person has done, omitted to do or permitted in respect of the execution of the duties of office; and
- (b) all other costs, charges and expenses that the person sustains or incurs in respect of the affairs of the Corporation.

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

ARTICLE IV OFFICERS

- (1) Elected Officers: At the first meeting of the Board after each election of Directors, the Board shall elect from among its members a President. In default of such election the then incumbent, if a member of the Board, shall hold office until his/her successor is elected.
- (2) Appointed Officers: From time to time the Board shall appoint a Secretary, a Vice-President, a Treasurer and such other Officers as the Board may determine, including one or more assistants to any of the Officers so appointed. The Officers so appointed may, but need not, be members of the Board. One person may hold more than one office and if the same person holds both the office of Secretary and the office of Treasurer he/she may be known as Secretary-Treasurer.
- (3) Term of Office: In the absence of written agreement to the contrary, the Board may remove at its pleasure, and replace, any Officer of the Corporation.
- (4) President: The President shall, when present, preside at all meetings of the Board and shall be charged with the general supervision of the business and affairs of the Corporation.
- (5) Vice-President: During the absence of the President his/her duties may be performed and his/her powers may be exercised by the Vice-President.
- (6) Secretary: Subject to this by-law and subject to any resolution of the Board, the Secretary shall give or cause to be given all notices required to be given to the Directors, auditors, mortgagees and all others entitled thereto; he/she shall use his/her best efforts to attend all meetings of the Directors and of the owners and shall enter or cause to be entered in books kept for that purpose minutes of all proceedings at such meetings; he/she shall be the custodian of the seal of the Corporation as well as all books, papers, records, documents and other instruments belonging to the Corporation and he/she shall perform such other duties as may from time to time be prescribed by the Board.
- (7) Treasurer: The Treasurer shall keep or cause to be kept full and accurate books of account in which shall be recorded all receipts and disbursements of the Corporation and under the direction of the Board shall control the deposit of money, the safekeeping of securities and the disbursements of the funds of the Corporation; he/she shall render to the Board at the meeting thereof or whenever required of him/her an account of all of his/her transactions as Treasurer and of the financial position of the Corporation and he/she shall perform such other duties as may from time to time be prescribed by the Board.

- (8) Variation of Duties: From time to time, the Board may, by resolution, vary, add to, or limit the powers and duties of any Officer or Officers, including any of the duties described in this by-law.
- (9) Compensation: Compensation of all Officers and employees of the Corporation shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Corporation nor preclude any Director entering into a contract with the Corporation for the management of the Corporation.

**ARTICLE V
BANKING ARRANGEMENTS & EXECUTION OF DOCUMENTS**

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

**ARTICLE VI
FINANCIAL YEAR**

The financial year of the Corporation shall end on the 31st day of December in each year, or such other date as the Board may by resolution determine.

**ARTICLE VII
NOTICE**

- (1) Board Meetings: Notices of Board meetings shall be given in the manner set out in the Act.
- (2) Owner's Meetings: Notices of Owner's meetings shall be given in the manner set out in the Act.
- (3) Other Notices by the Corporation: Subject to the Act, any other notice, communication or document required to be given or delivered by the Corporation shall be sufficiently given by delivering it personally, or delivering it to the address noted for the addressee in the record of names and addresses kept by the Corporation in accordance with the Act, or by sending it by ordinary mail, courier delivery, facsimile transmission or electronic communication addressed to the addressee at the latest address shown in the records of the Corporation for the addressee.

- (4) Notice to the Board or Corporation: Subject to the Act, any notice, communication or document to be given to the Board or the Corporation shall be sufficiently given if sent by ordinary mail addressed to it at the address for service of the Corporation set out in the records of the Corporation.
- (5) When Notice Effective: Any notice delivered by mail shall be deemed to have been given on the first business day following the mailing thereof. 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 \$30.00, 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 protect, maintain, preserve or ensure the due and continued operation of the property in accordance with the declaration and by-laws of the Corporation, and to secure any such loan by mortgage, pledge or charge of any asset owned by the Corporation, and to add the repayment of such loan to the common expenses, subject to approval of each such borrowing or loan by the unit owners at a meeting duly called for the purpose if the expenditure is not listed in the Corporation's budget and where such borrowing exceeds five thousand dollars (\$5,000.00);
- (3) to retain and hold any securities or other property, whether real or personal, which shall be received by the Corporation;
- (4) to sell, convey, exchange, assign or otherwise deal with any real or personal property at any time owned by the Corporation at such price, on such terms, and in such manner as the Corporation in its sole discretion deems advisable and to do all things and execute all documents required to give effect to the foregoing;
- (5) 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;
- (6) 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;

- (7) 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;
- (8) 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 or liability whatsoever which the Corporation may suffer or incur 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 (including all related legal costs incurred by the Corporation). 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
REPEAL OF BY-LAW NOS. 1, 6, 12 AND 13**

By-Law Nos. 1, 6, 12 and 13 of the Corporation are hereby repealed.

**ARTICLE XIII
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 20 day of December, 2004.

CARLETON CONDOMINIUM CORPORATION NO. 76

Jacqueline Daugherty
Print Name: JACQUELINE DAUGHERTY
Print Title: President

I have authority to bind the Corporation.

□ All rights reserved.

This document was prepared by Nelligan O'Brien Payne LLP for CCC No. 76 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.

Section 98 By-law - Acknowledgement Version - Procedures

Now that you have passed a Section 98 By-law - respecting modifications to the common elements - what are the procedures to be followed?

We begin with the following overview respecting the by-law:

The by-law is designed to meet the requirements of Section 98 of the Condominium Act (respecting common element modifications by owners), without requiring separate registrations for each requested modification. The idea is that the one-time registration of the by-law can meet the registration requirement. It is our view that the one-time registration of the by-law is sufficient, and that separate registration for each modification is not required. This is not certain and has not yet been tested in Court, but again we believe that there are good grounds to support this approach.

Owners who receive permission to make one of the modifications listed in the by-law must still sign the Acknowledgement form (which is a Schedule to the by-law). We explain in greater detail as follows:

Each time an owner wishes to make one of the "permissible" modifications listed in the By-law, that owner must take the following steps:

1. The owner must obtain the written consent of the Board to proceed. The Board would decide this at a Board meeting and, if approval is forthcoming, send a note to the owner confirming that the owner can proceed subject to signing an Acknowledgement form in accordance with the by-law. [Note: The change must also comply with any specifications or other requirements established by the Board. In most cases, if the Board has approved general specifications or other requirements for particular modifications, those specifications or other requirements could be included in the corporation's rules.]
2. The owner must sign the Acknowledgement which is Schedule "1" to the By-law.
3. Again, those Acknowledgement forms are not registered. You will keep them in the unit file for the particular unit and attach a copy to any status certificate issued for that unit. Also, in paragraph 23 of the status certificate, you would then refer to the fact that there is an agreement under Section 98 for the particular unit. You would go on to say that **"the terms of the agreement are set out in the corporation's By-law No. 15 and the particular modification which has been carried out is noted in the signed Acknowledgement form - Schedule '1' to the By-law - which is attached to this status certificate"**.

Paragraph 23 of the status certificate should also go on to say as follows: **"Modifications listed in By-law No. 15 made prior to the arrival of the current Condominium Act (May 5, 2001) are governed by all of the terms and conditions listed in that By-law, but the corporation does not have any Acknowledgement form for those modifications (carried out under the previous Condominium Act). Such forms are only required for modifications made under the current Condominium Act. Purchasers should check to see whether or not any such modifications have been made and should make note of the terms and conditions in By-law No. 15, because those terms and conditions apply to all owners of the units from time to time."**

CARLETON CONDOMINIUM CORPORATION NO. 76

BY-LAW NO. 15

BE IT ENACTED as By-Law No. 15 (being a by-law respecting common element modifications) of CARLETON CONDOMINIUM CORPORATION NO. 76 (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. All common element modifications made in connection with the installation of gas appliances such as furnaces, fireplaces, space heaters, hot water heaters, etc.
2. Central air conditioners installed in the exclusive use back yard area.
3. Window air conditioners.
4. Free-standing deck in back yards installed below the siding, i.e., at the level of the parking.
5. Installation of interlocking patio stones in back yards or front yards.
6. Small ponds in enclosed back yards.
7. Utility storage bins in back yards (bins are not sheds).
8. Fencing of exclusive use yard areas.
9. Satellite dishes on freestanding tripod or common elements.
10. Installation of Solatubes (simpler version of skylights) from the roof to the upper level hall or bathroom.
11. Addition of extra insulation in attics.
12. Storm doors.
13. Front door upgrades and garage door upgrades.

14. Window upgrades.
15. Installation of exterior storm or replacement windows.
16. Installation of eavestroughing.
16. Mailboxes installation.
17. Relocation of the exterior dryer vent in order to have the duct going more directly from the dryer to the said vent.
18. Relocation of the exterior range vent in order to be connected directly to a stove hood.
19. When replacing fences, extend the depth of the back yards.
20. Physical aids (such as ramps) for the disabled.
21. Mail slot installation.
22. Installation of garage door opener.
23. Replacement of sliding patio door.
24. Modifications to the common elements made in connection with the installation of a fireplace.

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. Without limiting the generality of the foregoing, the following modifications shall comply with the requirements of the following By-laws:
 - a) By-law No. 4 - Modifications to the common elements made in connection with the installation of a fireplace.
 - b) By-law No. 5 - Installation of exterior storm or replacement windows.
 - c) By-law No. 7 - Installation of eavestroughing.
 - d) By-law No. 8 - Fencing of exclusive use yard areas.
 - e) By-law No. 9 - Replacement of sliding wood patio door.
 - f) By-law No. 10 - Installation of garage door opener.
 - g) By-law No. 11 - Replacement of front doors.

[Note: By-Law No. 11 also regulates installation of doors between the garage and the living space of a unit. Such installations do not constitute modifications to the common elements (they are unit modifications). Therefore, they are not regulated by this By-law No. 15. However, they are subject to By-Law No. 11.]

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

1. 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.
2. Without limiting the generality of the foregoing, By-Law Nos. 2 and 3 are hereby repealed.

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 29 day of *November*, 200*7*.

CARLETON CONDOMINIUM CORPORATION NO. 76

Jacqueline Daugherty
Name: *JACQUELINE DAUGHERTY*
Title: *President*

I have authority to bind the Corporation.

© All rights reserved.

This document was prepared by Nelligan O'Brien Payne LLP for CCC No. 76 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. 76

("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. 76.
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. 15 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. 15 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. 76

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. 76

BY-LAW NO. 16

BE IT ENACTED as By-Law No. 16 (being a by-law respecting Directors' and Officers' Liability Insurance) of CARLETON CONDOMINIUM CORPORATION NO. 76 (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 February 26, 1976). 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 *Condominium Act, 1998* 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 20 day of December, 2004.

CARLETON CONDOMINIUM CORPORATION NO. 76

Jacqueline Daugherty
Print Name: JACQUELINE DAUGHERTY
Print Title: President

I have authority to bind the Corporation

© All rights reserved.

This document was prepared by Nelligan O'Brien Payne LLP for CCC No. 76 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.
P:\NAREC\CCC76\Black Fees\by-law 16 D&O.wpd

Schedule "A"

CARLETON CONDOMINIUM CORPORATION NO. 76

BY-LAW NO. 17

BE IT ENACTED as By-Law No. 17 (being a by-law respecting insurance deductibles) of Carleton Condominium Corporation No. 76 (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 Corporation shall promptly provide written notice of any change in the deductible to all owners.

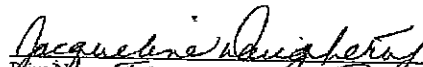
**ARTICLE IV
MISCELLANEOUS**

- (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 20 day of December, 2004

... CARLETON CONDOMINIUM CORPORATION NO. 76


Print Name: JACQUELINE DAUGHERTY
Print Title: PRESIDENT

I have authority to bind the Corporation

Version 4 - September, 2001

© All rights reserved.

This document was prepared by Nelligan O'Brien Payne LLP for CCC No. 76 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.

The Deductible on the Corporation's Insurance Policy

Provide Notice to Owners and Purchasers

We recommend that condominium corporations advise owners, in writing, of the amount of the deductible on the corporation's insurance policy and then promptly provide written notice, to all owners, of any change in the deductible.

[As a standard practice, it would also be a good idea to simply include this information with each AGM notice.]

This is a good idea whether or not the corporation has passed an insurance deductibles by-law.

Owners may be held responsible for the deductible - either under the terms of the Condominium Act, or under more extensive circumstances set out in an insurance deductibles by-law. In either case, it is a good idea to ensure that owners are aware of the amount of the deductible on the corporation's policy. [If the corporation has passed a by-law, the by-law will often say that the corporation is obligated to give this notice to the owners.]

It is also a good idea to include this information (the amount of the deductible) with any status certificate issued by the corporation to prospective purchasers and mortgagees. Perhaps the simplest way to achieve this is to ask the insurer to include the information, about the deductible, in the insurance certificate (a copy of which must be attached to every status certificate).

|)

Schedule "A"

CARLETON CONDOMINIUM CORPORATION NO. 76

BY-LAW NO. 18

WHEREAS Carleton Condominium Corporation No. 76 and all 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. 76 (being a by-law respecting dispute resolution procedures) of Carleton Condominium Corporation No. 76 (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 settlement achieved by mediation shall be carried out with reasonable haste.

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:** 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 20 day of December, 2004.

CARLETON CONDOMINIUM CORPORATION NO. 76

Jacqueline Daugherty
Print Name: JACQUELINE DAUGHERTY
Print Title: PRESIDENT

I have authority to bind the Corporation

Version 2 - August, 2001

© All rights reserved.

This document was prepared by Nelligan CBrien Payne LLP for CCC No. 76 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.
N:\CCC\CCC 76\Black Payne-law 18 mediation.wpd

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.

Schedule "A"

CARLETON CONDOMINIUM CORPORATION NO. 76

BY-LAW NO. 19

BE IT ENACTED as By-Law No. 19 (being a by-law to define standard units) of Carleton Condominium Corporation No. 76 (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, in accordance with the requirements of the Act.
- (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 of the condominium including sheets 1 to 16 of Part 2 of the description. 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 materials and 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. Where conflicting requirements exist, the most stringent shall apply. If any component of the standard unit must be upgraded or changed in order to comply with any applicable governmental regulation or code or other law applicable to the repair of insured damage or destruction, the said upgrade or change shall be considered part of the standard unit despite not being clearly defined herein as being part of the standard unit.
- (6) Where the schedules to this By-Law refer to specific brands of equipment or materials, this shall be deemed to include equivalent brands.

- (7) In this condominium, there are six (6) different classes of standard units. Each class is based upon a different model of unit in this condominium. The standard unit for each class or model is defined and described further in plans and specifications contained in the schedule(s) indicated for the particular class. The classes and schedule(s) are as follows:

Class Number	Class Description	Units	Schedule(s)
Type A	4 bedroom, 2 storey front and rear	Level 1, Units 1, 2, 12,	1
Type B	3 bedroom, 2 storey front and rear	Level 1, Unit 11	1
Type C	3 bedroom, 3 storey front and 2 storey rear	Level 1, Units 3, 5 and 6, and 39 to 58 (inclusive)	1
Type D	4 bedroom, 2 storey front and 3 storey rear	Level 1, Units 4, 13-15 (inclusive), 23-28 (inclusive)	1
Type E	3 bedroom, 2 storey front and 3 storey rear	Level 1, Units 8, 16-22 (inclusive), 29-32 (inclusive)	1
Type F	3 bedroom, 3 storey front and 2 1/2 storey rear	Level 1, Units 9, 10, 33-38 (inclusive)	1

**ARTICLE III
MISCELLANEOUS**

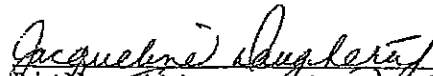
- (1) Invalidity: The invalidity of any part of this by-law shall not impair or affect in any manner the validity and enforceability or effect of the balance thereof.
- (2) Waiver: No restriction, condition, obligation or provision contained in this by-law shall be deemed to have been abrogated or waived 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 29th day of November, 2004.

CARLETON CONDOMINIUM CORPORATION NO. 76


Print Name: JACQUELINE DAUGHERTY
Print Title: PRESIDENT

I have authority to bind the Corporation.

Version 5 – May 2002

© All rights reserved.

This document was prepared by Nelligan O'Brien Payne LLP for CCC #76 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"
Carleton Condominium Corporation No. 76
Specifications

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

SECTION ONE: GENERAL SPECIFICATIONS

Doors: wooden hollow core interior doors, plastic doorknobs with keyless passage locks

Trim: standard quality finger jointed wood trim, primed and painted with one coat of paint

Walls: ½" drywall, primed and painted with one coat of paint

Ceilings: stipple on drywall ceilings except Bathrooms and kitchen

Electrical: plastic casing

Plumbing and Mechanical Systems:

- 200 amp electrical panel
- heating ducts for future air-conditioning
- phone hook-ups
- 40 gallon gas hot water heater (rental)
- forced air gas furnace

SECTION TWO: INDIVIDUAL AREAS

Entrance

- standard quality vinyl tile flooring
- sliding closet doors
- one shelf with hanging rod
- standard glass ceiling fixture

Hallways and Stairs

- economy grade carpeted stairs
- 4 wooden shelves in linen closet
- swing style door on linen closet
- wooden handrails
- standard glass ceiling fixtures [Two in Class Types A, B, D and E. Three in Class Types C and F.]
- units 39-58 have one 3 way light at bottom of stairs and standard fixture at top of stairs

Living Room

- standard grade carpeted flooring

Dining Room

- standard overhead light fixture
- standard grade carpeted flooring

Kitchen

- standard 080 gage vinyl flooring

- built-in range hood vented to exterior
- standard center ceiling light fixture
- paper faced press board cabinets with metal hardware
- arborite drip edge countertops
- stainless steel sink with standard dual control faucet

Main Bathroom

- standard toilet
- bathtub with metal shower curtain rod in main bathroom
- metal enamel sink with metal single head faucets
- ceramic tile tub surround and ceramic tile floor
- vanity mirror above sink
- arborite counter top
- exhaust fan vented to exterior

Powder Room

- vinyl tile flooring
- standard toilet
- metal enamel sink with metal single head faucets
- vanity mirror above sink
- arborite counter top
- exhaust fan vented to exterior [Class Types A, B, D and E]

Master Bedroom

- standard quality carpet flooring
- sliding doors on closet with one shelf and hanging rod

Secondary Bedrooms

- standard quality carpet flooring
- standard ceiling light fixture
- sliding doors on closet
- one shelf with hanging rod in closet

Unfinished Basement

- unfinished cement flooring
- plastic laundry tub with standard double tap faucet
- electrical and plumbing hookups for washer and dryer
- dryer vent
- floor drainage
- unfinished ceilings (no drywall)

Standard Features

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

plastic light switch and cover plates
 electrical outlets and cover plates
 plumbing
 drains
 insulation
 ducting, venting and associated fans
 door hardware
 smoke detectors
 vapour barrier

electrical wiring
paint
trim
cabinet hardware (bathroom(s) and kitchen)
door bells - front and back

NAREC\C\CCC76\Block Fees\bylaw 19 standard unit.doc