

BY-LAW NO. 1

BE IT ENACTED as By-law No. 1 of Ottawa-Carleton Standard Condominium Corporation No. 846 (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
MEETING OF MEMBERS

1. Annual Meeting: The annual meeting of the Unit owners shall be held at such place within the City of Ottawa at such time and on such day in each year as the Board may from time to time determine, subject to the provisions of the Act, for the purposes of delivery of any reports of the Officers of the Corporation, delivery of any documents required by the provisions of the Act or the Declaration, the election of Directors, the appointment of the auditor and such other purposes as may be prescribed by the Act and the Declaration and By-laws or properly brought before the meeting.
2. Persons Entitled to be Present: The only persons entitled to attend a meeting of owners shall be the Unit owners and mortgagees entered on the register, and any others entitled to vote at the meeting and the auditor of the Corporation, the Directors and Officers of the Corporation, and a representative of the Manager, and others who, although not entitled to vote, are entitled or required under the provisions of the Act or the Declaration and By-laws of the Corporation to be present at the meeting. Any other person may be admitted only on the invitation of the Chairperson of the meeting or with the consent of the meeting.
3. Right to Vote: Subject to the right of a mortgagee of a Unit to exercise the right of the owner to vote, every owner shall be entitled to vote who is entered on the record as an owner or has given notice to the Corporation, in a form satisfactory to the Chairperson of the meeting that he/she is an owner. Any dispute over the right to vote shall be resolved by the Chairperson of the meeting upon such evidence as he/she may deem sufficient.
4. Conduct of Meetings and Method of Voting: At any general or special meeting, the President of the Corporation, or failing him/her, the Vice-President, or, failing him/her, some person elected at the meeting shall act as Chairperson of the meeting, and the Secretary of the Corporation shall act as Secretary of the meeting or, failing him/her, the Chairperson shall appoint a Secretary. Any question shall be decided by a show of hands unless a poll is required by the Chairperson or is demanded by an owner or mortgagee present in person or by proxy and entitled to vote, and unless a poll is so required or demanded, a declaration by the Chairperson that the vote upon the question has been carried, or carried by a particular majority, or not carried, is, in the absence of any reasonable contradictory evidence, proof of the fact without proof of the number of votes recorded in favour of or against such question; provided, however, that voting for the election of Directors shall be by ballot only. A demand for a poll may be withdrawn. If a poll is so required or demanded and the demand is not withdrawn, a poll upon the question shall be taken in such manner as the Chairperson shall direct.
5. 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 Secretary sufficient proof of his/her appointment, shall represent the owner or mortgagee at all meetings of the owners, and may vote in the same manner and to the same extent as such owner.

6. Proxies: Every owner or mortgagee entitled to vote at a meeting of owners may by instrument in writing appoint a proxy, who need not be an owner or mortgagee, to attend and act at the meeting in the same manner, to the same extent and with the same power as if the owner or mortgagee were present at the meeting (subject to the terms of the proxy). The instrument appointing a proxy shall be in writing signed by the appointor, or his/her attorney duly authorized in writing. The instrument appointing a proxy shall be deposited with the Secretary of the meeting before any vote is cast under its authority.
7. Adjournment of Meeting: The Chairperson may adjourn the meeting from time to time and from place to place.
8. Co-Owners: Where there are two or more persons entitled to vote in respect of one Unit, any one of them present or represented by proxy may, in the absence of the other(s), exercise the vote of the Unit, but, if more than one of them are present, or represented by proxy and they disagree on their vote, the vote in respect of that Unit shall not be counted.
9. Decision of the Owners: Where, by the Act, decisions are to be made by the owners, such decisions shall be made at a meeting of owners duly called for that purpose.

ARTICLE III THE CORPORATION

1. Duties of the Corporation: The duties of the Corporation shall include, but shall not be limited to the following:
 - a) the operation and management of the common elements and assets of the Corporation;
 - b) collection of common expense contributions;
 - c) obtaining and maintaining insurance for the property as may be required by the Act, the Declaration and By-laws;
 - d) maintaining such staff as may be required to carry out its duties in the management of the property;
 - e) providing to any owner or mortgagee, upon request, a certified copy of any or all policies of insurance arranged by the Corporation, and providing to any owner or mortgagee, upon their written request, the receipt or receipts for the last premium or premiums in respect thereof;
 - f) preparation of an estimated budget in accordance with Article IX hereof;
 - g) keeping accurate accounts and sending to each unit owner an annual statement of income and expenditures in respect thereto and keeping such accounts open for inspection by Unit owners;
 - h) establishing and maintaining one or more reserve funds;
 - i) effecting compliance with the Act, the Declaration, the By-laws and the Rules from time to time;
 - j) obtaining and maintaining Directors and Officers liability insurance, having coverage not less than the Corporation's general liability insurance, but otherwise on terms acceptable to the Board of Directors. The Corporation's Manager, if not insured under the policy as a Director or Officer, shall be a named insured in the policy.

2. Powers of the Corporation: The powers of the Corporation shall include but shall not be limited to the following:
- a) employment and dismissal of personnel necessary for the operation and management of the property;
 - b) employment of a manager, for compensation to be determined by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize;
 - c) obtaining and maintaining fidelity bonds for any officer or employee where deemed necessary by the Board of Directors, and in such a manner as the Board of Directors may deem reasonable;
 - d) to settling, adjusting, compromising or referring to arbitration or the courts any claim or claims which may be made upon or which may be asserted on behalf of the Corporation;
 - e) to borrowing 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, or to otherwise fulfilling the objects and duties of the Corporation, and securing any such loan by mortgage, pledge or charge of any asset of the Corporation, and adding the repayment of such loan to common expenses, provided, however, that any such borrowing in excess of Five Thousand Dollars (\$5,000.00) shall require separate approval by a majority of the unit owners at a meeting duly called for the purpose of obtaining such approval;
 - f) retaining and holding any securities or other property, whether real or personal, which shall be received by the Corporation, in the form received, whether or not the same is authorized by any law, present or future, for the investment of trust funds;
 - g) such further powers as may be necessary or incidental to the due performance of its duties.

ARTICLE IV BOARD OF DIRECTORS

1. Number and Quorum: The affairs of the Corporation shall be managed by the Board of Directors. Until changed by a By-law, the number of Directors shall be three, of whom two shall constitute a quorum for the transaction of business at a meeting of the Board of Directors. Notwithstanding vacancies, the remaining Directors may exercise all powers of the Board so long as a quorum of the Board remains in office.
2. Election and Term: The Directors of the Corporation shall be elected in rotation, and upon the expiration of their respective term of office shall retire, but shall be eligible for re-election. At the first meeting of the owners held to elect directors, three (3) Directors shall be elected to hold office for a term of one (1) year from the date of their election and two (2) Directors shall be elected to hold office for a term of two (2) years from the date of his/her election. Such Directors may, however, continue to act until their successors are elected. If more than one (1) of such Directors whose terms are not of equal duration shall resign or otherwise be removed from the Board prior to the expiration of their respective terms, and shall be replaced at a meeting of members called for that purpose, the newly-elected Director or Directors receiving the greater votes shall complete the longest remaining terms of the vacating Directors. At each annual meeting thereafter a number of Directors equal to the number of Directors retiring in such year shall be elected for a term of two (2) years.
3. Qualifications: Each Director shall be eighteen (18) or more years of age and may, but need not be a member of the Corporation. A Unit owner is disqualified from retaining his/her seat on the Board of Directors if he/she is in default for a period in excess of sixty

(60) days of payment of his/her common expenses, and shall resign his or her position at the request of the Board.

4. Calling of Meetings: Meetings of the Board shall be held from time to time at such place within the City of Ottawa and at such time and on such day as the President or Vice-President, who is also a Director, or any two Directors may determine. The Secretary shall call meetings when directly authorized by the President or by a Vice-President who is also a Director or by any two Directors. Notice of any meeting so called shall be given personally, by ordinary mail or otherwise in accordance with the Act to each Director not less than forty-eight (48) hours (excluding any part of a Sunday or of a holiday as defined by the *Interpretation Act*, (Canada) for the time being in force) before the time when the meeting is to be held, but no notice of a meeting shall be necessary if all the Directors are present and consent to the holding of such a meeting or if those absent have waived notice of, or otherwise signified in writing their consent to the holding of such a meeting.
5. Regular Meetings: The Board of Directors may appoint a day or days in any month or months for regular meetings at a place and hour to be named. A copy of any resolution of the Board fixing a place and time of regular meetings of the Board shall be given personally, by ordinary mail or telegraph to each Director forthwith after being passed, but no other notice shall be required for any such regular meeting.
6. First Meeting of New Board: The Board may without notice hold its first meeting for the purpose of organization and the election and appointment of Officers immediately following the meeting of members at which some of the Directors of such Board were elected, provided a quorum of Directors be present.
7. Indemnity of Directors and Officers: Subject to the provisions of the Act, every Director or Officer of the Corporation and his/her heirs, executors, administrators, and other legal or 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 he/she sustains or incurs in respect of any action, suit or proceeding that is proposed or commenced against him/her for or in respect of anything done or permitted by him/her in respect of the execution of the duties of his/her office;
 - b) all other costs, charges and expenses that he/she sustains or incurs in respect of the affairs of the Corporation.

ARTICLE V 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. A vacancy occurring from time to time in such office may be filled by the Board from among its members.
2. Appointed Officers: From time to time the Board shall appoint a Secretary and may appoint one or more Vice-Presidents, a General Manager, a Treasurer and such other officers as the Board may determine, including one or more assistants to any of the officers so appointed. The officer so appointed may, but need not be a member of the Board. One person may hold more than one office and if the same person holds both the office of Secretary and the office of Treasurer 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 any officer of the Corporation.
4. President: The President shall, when present, preside at all meetings of the members and of the Board and shall be charged with the general supervision of the business and affairs of the Corporation. Except when the Board has appointed a person to the office of

General Manager, the President shall also have the powers and be charged with the duties of that office.

5. Vice-President: During the absence of the President, his/her duties and powers may be performed and exercised by the Vice-President. If a Vice-President exercises any such duty or power, the absence of the President shall be presumed with reference thereto. A Vice-President shall also perform such duties and exercise such powers as the Board may prescribe.
6. Manager: Subject to the authority of the Board, the Manager, if one is appointed, shall have the general management and direction of the Corporation's business and affairs and the power to appoint and remove any and all employees and agents of the Corporation not elected or appointed directly by the Board and to settle the terms of their employment and remuneration. The terms of employment and remuneration of the Manager shall be settled from time to time by the Board.
7. Secretary: The Secretary shall give or cause to be given all notices required to be given to the members, Directors, auditors, mortgagees and all others entitled thereto. He/she shall attend all meetings of the Directors and of the members and shall enter or cause to be entered in books kept for that purpose minutes of all proceedings at such meetings. The Secretary 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 shall perform such other duties as may from time to time be prescribed by the Board.
8. Treasurer: The Treasurer shall keep or cause to be kept full and accurate books of account in which shall be recorded all receipts and disbursements of the Corporation and under the direction of the Board shall control the deposit of money, the safekeeping of securities and the disbursements of the funds of the Corporation. The Treasurer shall render to the Board at the meeting thereof, or whenever required of him/her, an account of all transactions and of the financial position of the Corporation and shall perform such other duties as may from time to time be prescribed by the Board of Directors.
9. Agents and Attorneys: The Board shall have power from time to time to appoint agents or attorneys for the Corporation with such powers of management or otherwise (including the power to sub-delegate) as may be thought fit.
10. 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.

ARTICLE VI BANKING ARRANGEMENTS & CONTRACTS

1. Banking Arrangements: Subject to the provisions of paragraph 2 of this Article VI, the banking business of the Corporation, or any part of it, shall be transacted with such bank or trust company as the Board of Directors may by resolution designate, appoint or authorize 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, direct or authorize from time to time and, to the extent provided in such resolution, including, without restricting the generality of the foregoing, the operation of the Corporation's accounts, the making, signing, drawing, accepting, endorsing, negotiating, lodging, depositing or transferring of any cheques, promissory notes, drafts, acceptances, bills of exchange and orders relating to any property of the Corporation; the execution of any Agreement relating to any such banking business and defining the rights and powers of the parties thereto; and the authorizing of any officer of such banker to do any act or thing on the Corporation's behalf to facilitate such banking business.
2. Execution of Instruments: Deeds, transfers, assignments, contracts and obligations on behalf of the Corporation may be signed by the President or Vice-President together with any other director. Notwithstanding any provisions to the contrary contained in the By-

laws of the Corporation, the Board may at any time and from time to time direct the manner in which and the person or persons by whom any particular deed, transfer, contract or obligation or any class of deeds, transfers, contracts or obligations of the Corporation may or shall be signed.

3. Execution of Status Certificates: Status Certificates may be signed by any Officer or any Director of the Corporation, or by the Manager of the Corporation (subject to any Management Agreement), provided that the Board may by resolution direct the manner in which, and the person by whom, such certificates may or shall be signed.

ARTICLE VII FINANCIAL YEAR

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

ARTICLE VIII NOTICE

1. Method of Giving Notice by the Corporation: Any notice or document required to be given or delivered by the Corporation shall be sufficiently given if delivered personally to the person to whom it is to be given or delivered to the address noted in the record to be maintained by the Corporation under the Act, or mailed by prepaid ordinary mail to such address, or by such other means as may be permitted by the Act. Such notice or document shall be deemed to have been given personally when it is delivered to the person or delivered to the address, provided that if mailed it shall be deemed to have been personally given when deposited in a post office or public letter box.
2. Notice to the Board or Corporation: Any notice, communication or other document to be given to the Board or the Corporation shall be sufficiently given if mailed by prepaid ordinary mail or air mail in a sealed envelope addressed to it at the address for service of the Corporation set out in the Declaration, or changed in accordance with requirements of the Act. Any notice, communication or document so mailed shall be deemed to have been given when deposited in a post office or public letter box.
3. Omissions and Errors: The accidental omission to give any notice to anyone entitled thereto or the non-receipt of such notice or any error in any notice not affecting the substance thereof shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise founded thereon.

ARTICLE IX ASSESSMENT AND COLLECTION OF COMMON EXPENSES

1. Duties of the Board: All common expenses, charges and costs, as described in the Declaration, shall be assessed by the Board and levied against the owners in the proportions in which they are required to contribute to the common expenses as set forth in the Declaration. The Board shall from time to time and at least annually prepare a budget for the property and appurtenant interests 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, which shall include provision for a reserve fund as required by the Act and provision for contributions relating to the services and facilities shared with the adjacent property. The Board shall allocate and assess such common expenses as set out in the budget for such period among the owners, according to the proportion in which they are required to contribute to the common expenses as set forth in the Declaration. 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 and mortgagees entered in the record kept pursuant to the Act.

2. Obligation of Owners: Each owner shall be obligated to pay to the Corporation or as it may direct the amount of such annual assessment as follows:

One-twelfth (1/12th) of such assessment 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 the owner. 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 covering the standard monthly payment due by the owner during the fiscal year on account of common expenses and, 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 levy special assessments when the Board does not have sufficient funds to meet expenditures which have been incurred or which it anticipates will be incurred. Notice of 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 in Payment of Assessment:
 - 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 a rate to be determined by the Board, or if no such determination has been made, the arrears shall bear interest at the rate of twelve percent (12%) per annum and shall be compounded monthly until paid.
 - b) In addition to any remedies or liens provided by the Act, if any owner is in default in the 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 interest and then to the common expense arrears that were first due with respect to the particular unit.
 - d) Any loss, cost or damage incurred by the Corporation by reason of a breach of the Act, the Declaration, By-laws or Rules in force from time to time, by any owner, his/her family, guests, servants, agents or occupants of his/her unit shall be borne by such owner and shall be added to the common expenses attributable to the owner's unit and shall be recoverable as such.

ARTICLE X MEDIATION & ARBITRATION

GENERAL PROVISIONS

1. Application: The mediation and arbitration procedures described in this By-law shall apply to any disagreement between the Corporation and its unit owners where mediation and/or arbitration are 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.

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 that 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 is 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 that 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 may be paid by the Corporation, and shall then be added to the common expenses for the unit and collectible as such, including by way of lien in accordance with the Act.
12. Implementation of Settlement: Any agreement or settlement between the parties, whether on matters of procedure or matters of substance, shall be recorded in written minutes and carried out with reasonable haste. The minutes shall be prepared immediately following the agreement or within such further time-frame as is acceptable to all parties.

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 that 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.
8. 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:

- i) 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.
 - ii) The parties may rely on photocopies of originals.
 - iii) No notice under the Evidence Act is required for business records.
 - iv) Expert reports, if any, shall be delivered to the other party at least seven (7) days prior to the date of the arbitration hearing.
 - v) 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 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. The arbitrator's award may include an award of costs, payable by any party or parties to any other party or parties, incurred in relation to the arbitration and/or prior mediation.
 13. Appeal: The arbitrator's award shall be binding, except that there is an appeal to the Ontario Superior Court of Justice from an arbitrator's award on a question of law or a question of mixed law and fact (unless the parties agree otherwise).

COLLECTION OF AMOUNTS OWING

1. Any amounts owing to the Corporation by an owner, as a result of any mediation or arbitration, including any amounts awarded to the Corporation for costs incurred in the mediation and arbitration, shall be added to the common expenses for the owner's unit and may be collected in the same manner as common expenses.

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 this By-law.
2. Plural: The use of the singular shall be deemed to include plural wherever the context so requires, and vice versa.
3. Waiver: No restriction, condition, obligation or provision contained in this By-law shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.
4. Headings: The headings in the body of this By-law form no part of the By-law but shall be deemed to be inserted for convenience of reference only.

5. Alterations: This By-law or any part of it may be varied, altered or repealed by a By-law passed in accordance with the provisions of the Act and the Declaration.
6. Preparation: This document was prepared in the year 2007 by Nelligan O'Brien Payne LLP in conjunction with the Corporation.

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

DATED this 12th day of August, 2010.

OTTAWA-CARLETON STANDARD
CONDOMINIUM CORPORATION NO. 846

~~Print Name: James Locke~~
~~Print Title: President~~

I have authority to bind the Corporation.