

TO: THE LAND REGISTRAR AT OTTAWA NO. 4

DECLARATION

MADE PURSUANT TO THE CONDOMINIUM ACT

THIS DECLARATION is made by:

CAMPEAU CORPORATION

a body corporate under the laws of the Province of Ontario, having its head office at 2932 Baseline Road in the City of Ottawa, in the Regional Municipality of Ottawa-Carleton, in the Province of Ontario,

hereinafter called the "DECLARANT"

## **Amendment to the Declaration – CCC 96**

This is a follow-up to the discussion at the AGM concerning the amendment to the declaration as it relates to responsibility for the window and doors.

As we stated at the meeting, the sole purpose of the amendment to the declaration was to formalize what has been the understanding and practice for CCC 96 for the past 20 years. Owners are responsible for replacement of windows and doors.

A concern was raised about owners who do not properly maintain their windows or doors and the impact this has on overall property values. The Corporation is in a position to deal with this type of situation. In the event that an owner refuses to properly maintain windows or doors, the Corporation can undertake to have this work done and charge the cost to the owner. However, every attempt would be made to deal with this situation in a more positive way before such serious action would be taken. Every owner has an investment in the property, and as such, should report any problems to Deerpark Management so that they can be reported to the Board and dealt with.

The other issue that was raised during our discussion about the declaration was related to the maintenance of the patios.

On further review of the declaration, it is our lawyer's opinion that the patios are, in effect, the roof of the garage and are therefore not the responsibility of the owners to maintain. This is further evidenced by the fact that the reserve fund study covers the expense of patio and fence replacement. Any element of the property that is covered in the reserve fund is not the responsibility of the owners to maintain. Anyone wishing to see the legal opinion may contact Deerpark Management.

As such, the responsibilities of owners with regard to the patios is to keep them clean, not block the flow of water to the drains and not use them for purposes disallowed by the Corporation and/or the municipality, e.g. animal defecation.

As with all of the common elements of the property, owners are responsible if they cause damage to the property.

We would like to finalize the paperwork necessary to amend the declaration as it relates to the window and doors. To this end, we would appreciate if you could sign and mail the attached form to Deerpark Management or give it to one of the Board Members. We require 90 % of owners to approve the amendment so we will be following up with every owner.

Board of Directors  
CCC 96

March 7, 2005

Date: Dec 22, 2004

**NOTICE OF PROPOSED AMENDMENT TO DECLARATION**

**TO: All owners and mortgagees of units in Carleton Condominium Corporation No. 96 shown on the Corporation's record maintained pursuant to section 47(2) of the Condominium Act, 1998**

**FROM: Carleton Condominium Corporation No. 96 ("The Corporation")**

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Please take notice that the attached amendment to the corporation's declaration will be presented for consideration at the upcoming Meeting of the Owners, which will take place on

January 19, 2005

If approved, the effect of the amendment would be to clearly confirm the repair and maintenance responsibilities respecting the windows, exterior doors and their frames. [The amendment has been drafted so as to confirm the division of responsibilities that has been applied for many years.]

**This proposed amendment to the declaration requires the written consent of the owners of 90% of the units. [We are attaching the consent form.]**

We look forward to the consideration of this proposed amendment at the upcoming Meeting.

**Board of Directors**

Per: 

**CONSENT TO AMENDMENT TO DECLARATION**

I/we, the owner(s) of Unit \_\_\_\_\_, Level 1, Carleton Condominium Plan No. 96, hereby consent to the amendment to the Corporation's Declaration which is attached as Schedule "A" to this consent.

Dated at Ottawa this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Signature

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Signature

Carleton Condominium Corporation No. 96  
("The Corporation")

**AMENDMENT TO DECLARATION**

The Corporation's Declaration which was registered on December 22, 1976, as Instrument No. 144130 ("the Declaration") is hereby amended 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**  
**AMENDMENT TO DECLARATION**

The Corporation's Declaration is amended by replacing Paragraph 20 of the said Declaration with the following:

**20. REPAIR AND MAINTENANCE**

(a) Repair and Maintenance by the Owners

Unit owners shall repair and maintain the following:

- (i) Their units;
- (ii) The windows of their units, and their frames, apart from exterior finishing (painting and caulking);
- (iii) The access doors to their units (including patio doors), and their frames, apart from exterior finishing (painting and caulking).

Unit owners shall maintain the following:

- (i) The patio area, noted in Paragraph 11 (a) of this Declaration, which is for the exclusive-use of the owner.

(b) Repair and Maintenance by the Corporation

The Corporation is responsible for all other repair and maintenance to the Common Elements (other than as described in paragraph 20 (a) above), including:

- (i) Maintenance of exterior finishing (painting and caulking) of windows and window frames;
- (ii) Maintenance of exterior finishing (painting and caulking) of access doors and access door frames.

(c) Restrictions on Repairs and Maintenance

In the event that the Corporation shall be put to any expense as a result of an Owner without authorization repairing or maintaining any part of the Property which he or she is not obliged to repair or maintain, then such Owner shall reimburse the Corporation for such expense.

- (d) Each Owner shall be responsible for the damage to any and all other Units and the Common Elements caused by the Owner's failure to so maintain and repair, save as to any damage to the Units and Common Elements to the extent that the costs of repairing the same may be recoverable under any policy or policies of insurance held by the Corporation.

(e) Reserve Fund

Because the Condominium Corporation has no repair and maintenance obligations respecting the windows and access doors (apart from exterior finishing), the Condominium Corporation is not required to make any contributions to a reserve fund for repair or replacement of the windows and access doors (apart from exterior finishing).

(f) Repair and Maintenance of Windows and Access Doors

In attending to repair and maintenance of the windows and access doors, owners shall comply with the following:

- (i) The owner shall meet any maintenance and repair standards established from time to time by resolution of the Board (such resolutions to be provided to all unit owners and to be included with any status certificate issued by the Corporation);
- (ii) If the owner wishes to make an alteration to a window or access door, such alterations shall be made only with the prior written consent of the Board, and in accordance with the requirements in the Corporation's by-laws and rules.

Dated at Ottawa, this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

Carleton Condominium Corporation No. 96

per: \_\_\_\_\_

per: \_\_\_\_\_

Corporate Seal

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ARTICLE I

DEFINITIONS

1. In the Declaration,
  - (a) ACT - means the Condominium Act, R.S.O. 1970, Chapter 77, as amended from time to time, and Regulations made thereunder;
  - (b) BOARD - means the Board of Directors of the Corporation;
  - (c) BUILDING - means the Building included in the Property;
  - (d) BY-LAW - means a by-law of the Corporation;
  - (e) COMMON ELEMENTS - means all the property except the Units;
  - (f) COMMON EXPENSES - means the expenses of the performance of the objects and duties of the Corporation and any expenses specified as Common Expenses in the Declaration;
  - (g) COMMON INTEREST - means the interest in the Common Elements appurtenant to a Unit;
  - (h) CORPORATION - means the Corporation incorporated by the Act;
  - (i) DECLARATION - means the Declaration specified in the Act and includes amendments made to it from time to time;
  - (j) DESCRIPTION - means the Description filed herewith pursuant to the provisions of the Act;
  - (k) ENCUMBRANCE - means a claim that secures the payment of money or the performance of any other obligation, and includes a charge under The Land Titles Act, a mortgage and a lien;
  - (l) EXCLUSIVE USE AREA - means that part of the Common Elements appurtenant to an Owner's Unit over which the Owner has exclusive use;
  - (m) LAND - means the freehold land described in Schedule "A" hereto annexed;
  - (n) MORTGAGE OR MORTGAGEE - shall include CHARGE OR CHARGEES;
  - (o) OCCUPANT - means any person residing within the Unit pursuant to a written or oral agreement with the Owner;
  - (p) 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 such mortgagee is in possession;



- (q) PROPERTY - means the land and interest appurtenant to the land described in the Description, and includes any land and interests appurtenant to land that are added to the Common Elements;
  
- (r) TERMINATION - means the termination of the government of the property by the Act;
  
- (s) UNIT - means a part or parts of the Property included in the Description and designated as a Unit by the Description and comprises the space enclosed by its boundaries as hereinafter set out and all the material parts of the Property within this space at the time the Declaration and Description are registered. The definition of "Unit" for the purpose of the duties to repair and maintain in accordance with the provisions of this Declaration and the Act 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 the registration of the Declaration.

ARTICLE II

MANDATORY STATUTORY PROVISIONS

2. OWNER

The Declarant declares that it is the Owner in fee simple of the lands and premises in the City of Ottawa in the Regional Municipality of Ottawa-Carleton, more particularly described in Schedule "A" hereto.

3. STATEMENT OF INTENTION

The Declarant intends that the said lands and premises and interests appurtenant thereto described in Schedule "A" hereto as is more particularly described in the Description that is submitted herewith for registration be governed by the Act, and any amendments thereto.

4. CONSENT OF REGISTERED ENCUMBRANCES

The consent to the registration of the Declaration of all parties having a registered encumbrance against the land and interests appurtenant thereto described in the Description, or a part thereof, is contained in Schedule "B" hereto annexed.

5. PROPORTIONS OF COMMON INTEREST

The Common Interest of each Unit is that set forth in Schedule "C" hereto opposite the number designating the respective Unit.

6. CONTRIBUTION AND PAYMENT OF COMMON EXPENSES AND RESERVE FUNDS

The Owners of the respective Units shall contribute to the Common Expenses and Reserve Funds in the proportions set forth opposite the number designating the Units owned by the respective Owners in Schedule "C" hereto.

7. ADDRESS FOR SERVICE

The Corporation's address for service shall be

or such other address as the Board may from time to time by resolution designate.

ARTICLE III

MANDATORY REGULATORY PROVISIONS

8. MONUMENTATION

The monuments controlling the extent of the Units are those described in Schedule "D" hereto.

ARTICLE IV

PERMISSIVE STATUTORY PROVISIONS

9. COMMON EXPENSES AND RESERVE FUNDS

(1) Common Expenses shall include all expenses incurred in the performance of the objects and duties of the Corporation and without limiting the generality of the foregoing shall include:

UTILITIES

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

- insurance premiums
- water
- electricity
- waste disposal
- fuel
- maintenance materials, tools and supplies;

ACQUISITIONS

b) All sums of money required by the Corporation for the acquisition or retention of real property or for the acquisition, repair, maintenance or replacement of personal property used or intended to be used in or about the Common Elements;

PROFESSIONAL FEES

c) 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 in the performance by the Corporation of its objects and duties;

MANAGERS

d) 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 or objects of the Corporation;

INTEREST

e) The cost of borrowing money for the carrying out of the duties or objects of the Corporation;

MUNICIPAL TAXES

f) All sums of money payable on account of municipal taxes (including local improvement charges) levied against the property, until such time as such taxes are levied against each Unit;

FEES

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

FIDELITY BONDS

h) The cost of maintaining fidelity bonds as provided in the By-laws;

(2) Common Expenses shall not include sums collected for funds established for maintenance of the Common Elements which occurs less frequently than annually or for repair, replacement or improvement required as a result of damage, depreciation or obsolescence (herein called "Reserve Funds") which sums shall be assessed against each Unit in the same proportions as the proportions assessed against each Unit for Common Expenses.

10. ASSESSMENT AND COLLECTION OF CONTRIBUTIONS TOWARD THE COMMON EXPENSES AND RESERVE FUNDS

COMMON EXPENSES

a) The assessment and collection of contributions toward the Common Expenses and Reserve Funds shall be regulated by the registered By-laws of the Corporation.

LIEN FOR UNPAID CONTRIBUTIONS TO COMMON EXPENSES AND RESERVE FUNDS

b) The provisions of the Act with respect to the Corporation's lien for unpaid Common Expenses shall apply both to unpaid contributions to Common Expenses and Reserve Funds.

11. EXCLUSIVE USE OF PARTS OF COMMON ELEMENTS

PATIO

a) The Owner of each Unit whose Unit has sole access to a patio shall have the exclusive use thereof subject to the provisions of this Declaration, the By-laws of the Corporation and the Rules and Regulations passed pursuant thereto.

PARKING SPACE

- b) The Owner of the Units as enumerated in Schedule "E" hereto, shall have the exclusive use subject to the provisions of this Declaration, the By-laws and the Rules and Regulations of a parking space as is hereinafter set forth in the said Schedule. The said parking space numbers being shown on Part 1, Sheet 2 of the Description.

UTILITY

- c) No Owner shall without the written consent of the Board have access to those parts of the Common Elements, designated by the Board from time to time as utilities areas, building maintenance storage areas, or any other part of the Common Elements used for the care or maintenance of the property, but this sub-paragraph shall not apply to mortgagees holding first mortgages on at least 10% of the Units who shall have a right of access for inspection upon 48 hours' notice to the Corporation.

12. OCCUPATION AND USE OF UNITS AND COMMON ELEMENTS

UNIT

- a) Each Unit shall be occupied as a single family private residence and for no other purposes.

STRUCTURAL CHANGES

- b) No Owner shall make any structural change in or to his Unit or any change to an installation upon the Common Elements, or paint, stain, decorate, alter or repair any part of the Common Elements without the prior written consent thereto of the Board. Any such change shall, if approved by the Board, be made in accordance with the provisions of all relevant municipal and other governmental By-laws, Rules, Regulations, or ordinances, and in accordance with the conditions, if any, of such approval by the Board.

USE  
THREATENING  
CANCELLATION  
OF INSURANCE

- c) No Unit shall be occupied by anyone whose occupancy shall give rise to the cancellation or the threatened cancellation of any policy of insurance referred to in Article V of this Declaration. There shall be no duty imposed upon the Corporation to enquire into the acceptability of the occupier of any Unit as an insured on any such policy of insurance.
- d) No Unit Owner shall do or permit anything to be done in the Unit and/or Common Elements or bring or keep anything thereon which may give rise to the cancellation or the threatened cancellation of any policy of insurance referred to in Article V of this Declaration.

INCREASE IN  
RATE

- e) If any Unit Owner shall do or permit anything to be done in the Unit and/or Common Elements or bring or keep anything thereon which will in any way increase the risk of fire or other perils insured against and consequently will increase the premium rate of the policy or policies of insurance, then the Unit Owner shall pay in his next monthly contribution towards the Common Expenses after receipt of notice from the Corporation all increases in premium in respect of such policy or policies of insurance. All payments pursuant to this clause are deemed to be additional contribution towards the Common Expenses and recoverable as such. There shall be no duty imposed upon the Corporation to inquire into any matters which may increase the risk of fire or other perils insured against.

RESTRICTIONS

- f) Except as herein provided, no part of the Common Elements shall be used for any purpose other than for such purpose or purposes as are incidental to the use of the Units as single family private residences. Notwithstanding the foregoing, no part of the Common Elements shall be occupied or used for parking, standing,

placing, storing, leaving, leave standing or permitting the leaving of any motorized vehicle including an automobile, snowmobile, bicycle, motorcycle, truck or any other type of vehicle or accommodation including a trailer, bicycle, cart, wagon, boat, houseboat or any other article or thing which the Board may from time to time by By-law passed pursuant to the said Act be deemed to be included within the aforesaid or deemed to adversely affect the use of the Common Elements for residential purposes except with the written consent of the Board. The Board may, in the absolute discretion of the Board, upon determining that a part of the Common Elements has been or is being used or occupied for a purpose herein prohibited, cause such use or occupation to be terminated in such manner as the Board, in its sole discretion, deems necessary, the costs of which shall be borne jointly and severally by the Owner of such Unit having exclusive use of the part of the Common Elements so affected, where applicable, and the Owner of such chattel as is found to be the case for violation of such prohibited use or occupation. Nothing herein shall be deemed to prevent the parking of a private passenger automobile, station wagon, econovan or one half ton pick-up with uncovered rear ends and sills not exceeding four (4') feet in height in the parking space designated in the Description or such other motor vehicles as the Board shall permit in such part or parts of the Common Elements designated by the Board as "general parking".

GENERAL  
PARKING

- g) The Board may from time to time designate such part or parts of the Common Elements designated in the Description as "general parking" for use of the Owners, their guests, agents or tenants or such other persons as the Board may from time to time determine for the purpose of parking such other motor vehicles as the Board shall permit. The Board may lease any part or parts or all



of the parts of the Common Elements so designated for such period and upon such terms and conditions as the Board may from time to time determine. No part of the said parts of the Common Elements so designated may be used by any person without prior consent of the Board.

ENTRY

h) The Corporation or any person authorized by the Board may enter any Unit or exclusive use area at any reasonable time to perform the objects or duties of the Corporation and without limiting the generality of the foregoing.

AUTHORIZED ENTRY

(i) The Corporation, or any insurer of the property or any part thereof, their respective agents, or any other persons authorized by the Board shall be entitled to enter any Unit or any part of a Common Elements to which any Owner has the exclusive use at all reasonable times and upon giving reasonable notice, for the purpose of making inspections, adjusting losses, making repairs, correcting any condition which violated the provisions of any insurance policy, remedying any condition which might result in damage to the Property, or carrying out any duty imposed upon the Corporation.

EMERGENCY ENTRY

(ii) In case of any emergency, an agent of the Corporation may enter a Unit or Exclusive Use Area at any time without notice for the purpose of correcting any condition which might result in damage or loss to the Property. The Corporation or anyone authorized by it may determine whether any emergency exists.

WAIVER OF LIABILITY

(iii) If an Owner shall not be personally present to grant entry to his Unit or Exclusive Use Area, the Corporation or its agents may forcibly enter thereupon without rendering them liable to any claim or cause of action for damages by reason thereof, provided that they make entry in good faith and with the exercise of reasonable care

RIGHTS AND  
AUTHORITY

The rights and authority herein reserved to the Corporation and its agents or any insurer or its agents do not impose any responsibility or liability whatever for the care and supervision of any Unit except as specifically provided herein.

MODEL UNITS

- i) Nothing herein contained shall prevent and no By-law or house rule shall be made to prevent the Declarant from completing the buildings and all improvements to the property, remedying defects, maintaining units as models for display and sale purposes and otherwise marketing units and maintaining marketing and/or construction offices, displays and signs, provided that they are in accordance with any applicable By-laws of the municipality in which the Property is situated.

13. UNITS SUBJECT TO DECLARATION, BY-LAWS, RULES AND  
REGULATIONS

COMPLIANCE

- a) All Owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of the Declaration, the By-laws and the Rules and Regulations. 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 the Rules and Regulations as they may be amended from time to time are accepted and ratified by such Owner, tenant or Occupant and all of such provisions shall be deemed and taken to be covenants running with the land 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.

LEASING OF  
UNIT

- b) If an Owner desires to lease his premises, then he shall furnish to the Corporation an undertaking signed by the Lessee that the Lessee and any other Occupant of the Unit will comply with the provisions of the Act,

the Declaration, the By-laws and the Rules and Regulations. The Owner making a lease shall not be relieved thereby from any of his obligations hereunder which shall be joint and several with his Lessee.

14. PROVISIONS RESTRICTING GIFTS, LEASES AND SALE OF THE UNITS AND COMMON ELEMENTS

The Provisions of the said Act, this Declaration and the registered By-laws of the Corporation shall apply:

15. THE BOARD OF DIRECTORS

The specification of the number, qualification, nomination, election, term of office, compensation and removal of members of the Board, and the meetings, quorum, functions and officers of the Board shall be specified from time to time by the registered By-laws of the Corporation.

16. DUTIES AND POWERS OF THE CORPORATION

In addition to those duties and powers, express or implied, imposed upon or granted to the Corporation by the Act, the Declaration and the By-laws, the duties and powers of the Corporation shall include but shall not be limited to the following:

MAINTAIN AND REPAIR

a) To repair and maintain in accordance with paragraph 20 hereof.

SETTLE CLAIMS

b) To settle, adjust, compromise or refer to arbitration any claim or claims which may be made upon or which may be asserted by or on behalf of the Corporation or the Property or any part thereof.

TO BORROW

c) Subject to prior authorization by By-law in each instance, to borrow such amounts from time to time as in its discretion it is necessary or desirable to borrow in order to protect, maintain, preserve, or ensure the due and continued operation of the Property in accordance with the terms hereof, and to secure any

such loan by mortgage, pledge or charge of any of the real or personal property of the Corporation and to add the cost of paying the interest on, and principal of any such loan to the Common Expenses.

INVESTMENTS

- d) To deposit any Reserve Fund pending its application in a separate account with a Chartered Bank or Trust Company or to invest Reserve Funds held by the Corporation provided that any investment shall only be that permitted by the Trustee Act, R.S.O. 1970, Chap. 470 and amendments thereto and convertible into cash in not more than one hundred and twenty days.

RULES AND REGULATIONS

- e) To adopt and amend the Rules and Regulations respecting the use of Units and the Common Elements.

UTILITY

- f) To supply heat, electricity and water to the Buildings except where the Corporation is prevented from carrying out such duty by reason of any event beyond the reasonable control of the Corporation. If at any time any apparatus or equipment used in effecting the supply of heat, electricity or water becomes incapable of fulfilling its function or is damaged or destroyed, the Corporation shall have a reasonable time within which to repair or replace such apparatus and the Corporation shall not be liable for direct, indirect or consequential damages or for damages for personal discomfort or illness by reason of the breach of such duty;

ACCOUNTS

- g) To maintain accurate accounts and financial records of the financial transactions of the Corporation; to cause audits to be made after every year end and to make audited statements available to the Owners and Mortgagees during reasonable business hours;

COMPLIANCE

- h) To effect compliance by the Owners with the Act, Declaration, By-laws and Rules and Regulations of the Corporation.

BUY OR DISPOSE  
OF REAL AND  
PERSONAL  
PROPERTY

i) Subject as herein provided, to sell, convey, exchange, give an option or other right to buy, assign or otherwise dispose of any and all real and personal property at any time held hereunder by the Corporation, either at public auction or private sale, for cash or upon credit, secured or unsecured, and at such time or times and in such manner and for such price as the Corporation in its absolute discretion deems advisable, and to make, execute and deliver good and sufficient deeds and conveyances thereof and therefore.

PROFESSIONAL  
SERVICES

j) To employ and pay the compensation of such counsel, engineers, accountants, experts, appraisers, advisers, maintenance and repairmen or other persons as it may deem advisable.

MANAGEMENT  
AGREEMENT

k) To enter into such management agreement or agreements with any person, firm or company and on such terms and conditions as the Corporation may in its sole and absolute discretion determine from time to time provided that no such management agreement shall exceed a term of two (2) years including any and all rights of renewal thereof.

MAINTENANCE  
AGREEMENT

l) Notwithstanding the foregoing, the Corporation may in its sole and absolute discretion enter into any agreement or agreements with any public or private supplier of electric power, telephone service or any fuel including oil or gas for the purpose of such supplier repairing, replacing, operating and maintaining the equipment necessary to service such power, telephone service or fuel.

LEASING OF  
COMMON  
ELEMENTS

m) To lease such part or parts of the Common Elements as is hereinbefore provided in Article IV, para. 12(g) hereof.

17. MAJORITY REQUIRED TO MAKE BY-LAWS

The provisions of the Act shall apply.

18. MODIFICATIONS OF COMMON ELEMENTS AND ASSETS

The provisions of the Act shall apply. The Board in its sole and absolute discretion shall decide whether any proposed addition, alteration or improvement to or renovation of the Common Elements or change in the assets of the Corporation is substantial. Notwithstanding anything set out in the Act, the Corporation shall not be compelled to purchase the Unit of any Owner who dissented with respect to modifying the Common Elements or assets.

19. DAMAGE TO THE BUILDINGS AND TERMINATION AFTER DAMAGE

The provisions of the Act shall apply provided that where there has been a determination that substantial damage has occurred to the buildings, notice of such determination shall be given to the mortgagees by registered mail within 5 days of such determination and together with 5 days notice of a meeting to determine whether to repair shall be given the mortgagees by registered mail.

REPAIRS  
AND  
MAINTENANCE  
BY OWNERS

20. OBLIGATION TO REPAIR AND MAINTAIN UNITS AND COMMON ELEMENTS

- a) (i) Except where the Corporation is under an obligation to repair a Unit pursuant to Para. 19 hereof, each Owner shall repair his Unit at his own expense.

- (ii) Each Owner at his own expense shall maintain his Unit.
- (iii) The Owner of each Unit where Unit has sole access to a patio shall maintain the said patio.

REPAIRS AND  
MAINTENANCE  
BY THE  
CORPORATION

- b) (i) The Corporation shall repair the Common Elements.
- (ii) The Corporation shall maintain the Common Elements excluding the rear yard referred to in paragraph 11 (a) hereof.

RESTRICTION  
IN REPAIRS  
AND  
MAINTENANCE

- c) In the event that the Corporation shall be put to any expense as a result of an Owner without authorization repairing or maintaining any part of the Property which he is not obliged to repair or maintain, then such Owner shall reimburse the Corporation for such expense.
- d) Each Owner shall be responsible for the damage to any and all other Units and the Common Elements caused by his failure to so maintain and repair, save as to any damage to the Units and Common Elements to the extent that the costs of repairing the same may be recoverable under any policy or policies of insurance held by the Corporation.

21. FAILURE OF OWNER TO REPAIR OR MAINTAIN

The Corporation shall effect the maintenance or repair which an Owner is obligated to effect hereunder if such maintenance and repair is not effected by an Owner within a reasonable time after written notice is given

by the Corporation to an Owner of the maintenance or repair to be done and such Owner shall be deemed to have consented to having such maintenance or repair made by the Corporation and shall be obligated to reimburse the Corporation in full for the costs thereof.

22. TERMINATION

The provisions of the Act shall apply.

ARTICLE V

OTHER MATTERS CONCERNING THE PROPERTY

23. INSURANCE

THE  
CORPORATION

a) The Corporation shall be required to obtain and maintain to the extent obtainable from the insurance industry, the following insurances in one or more policies:

(i) Insurance against damage by fire with extended coverage and such other perils as the Board may from time to time deem advisable, insuring:

(a) the Property excluding the Units;  
and

(aa) personal property owned by the Corporation but not including furnishings, furniture or 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.

(ii) As agent for the Owners from time to time, 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, which policy or policies may be subject to a loss deductible clause.

b) 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 mortgagee endorsements, all of which shall be subject to the provisions of the Declaration and the Insurance Trust Agreement and shall if obtainable, contain the following provisions:

(i) waivers of subrogation against the Corporation, its manager, agents, employees and servants, and Owners, and Occupants and any member of the household, or guests of any Owner or Occupant of a Unit, except for arson and fraud;

- (ii) That such policy or policies shall not be cancelled or substantially modified by the insurer without at least sixty (60) days' prior written notice to all parties appearing on such policy or policies as having an interest therein and to the Insurance Trustee;
  - (iii) Waivers of any defence based on co-insurance or of invalidity arising from the conduct or any act or omission or breach of statutory condition of any insured;
  - (iv) Any coverage provided or monies payable under any insurance purchased by any Owner, occupant or mortgagee shall not be brought into contribution with any coverage or monies payable pursuant to policies held by the Corporation;
  - (v) 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;
  - (vi) That loss shall be payable to the Insurance Trustee where such proceeds exceed \$5,000.00, otherwise to the Corporation.
- c) The Corporation shall also be required to obtain and maintain the following insurance in one or more policies:
- (i) Public liability and property damage insuring the liability of the Corporation with limits to be determined by the Board but in no event for less than \$1,500,000.00.

- (ii) Boiler and machinery insurance to the extent required as the Board may from time to time deem advisable.

DISPOSITION  
OF PROCEEDS

- d) In the event that:
  - (i) Any Owner is obliged to repair his Unit, the insurance trustee or the Corporation as the case may be shall hold all proceeds of insurance for the Owner or Owners and pay the share to which the Owner is entitled to such persons as may be required in order to satisfy the Owner's obligation to make such repair.
  - (ii) The Corporation is obliged to repair any Unit insured, the Insurance Trustee shall hold all proceeds of insurance for the Corporation and pay the same to the Corporation in order to satisfy its obligation to make such repair;
  - (iii) There has been damage to the building and pursuant to Para. 19 hereof there is Termination, the Insurance Trustee shall hold the proceeds of insurance from all policies of insurance for the Owners in the proportions of their respective Common Interests and shall pay such proceeds to the Owners, mortgagees and others in accordance with their entitlement thereto pursuant to the provisions of the Act.

GENERAL  
PROVISIONS

- e) (i) Prior to obtaining any policy of insurance or any renewal thereof, the Board Shall obtain an appraisal of the full replacement cost of the Property for the purpose of determining

the amount of insurance to be effected pursuant to the provisions of the Declaration, and the cost of any such appraisal shall be a Common Expense.

- (ii) 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.
- (iii) Where any insurance proceeds are paid to an Owner for the purpose of effecting repairs to his Unit, then such Owner shall effect such repairs within two (2) months of such payment or within such further period of time as the Board of Directors of the Corporation may permit and he shall furnish the Corporation with evidence that such repairs have been completed and the provisions of paragraph 21 shall apply mutatis mutandis in the event an Owner shall fail to so repair his Unit.
- (iv) No mortgage may be placed against any Unit unless the mortgagee agrees to waive any contractual or statutory

provisions 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 the Declaration. This paragraph shall not prejudice the right of any mortgagee to receive the proceeds of any insurance policy or policies, if the Property is not repaired.

- (v) 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 renewal certificates or certified copies of new insurance policies to each mortgagee not later than ten (10) days before the expiry of any current insurance policy. The master policy for any insurance coverage shall be kept available by the Corporation at its offices for inspection by any Owner, or purchaser, or mortgagee on reasonable notice to the Corporation.
- (vi) 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 the Declaration.
- (vii) Physical damage insurance purchased by the Corporation may provide for such deductibility provisions as are usual in the insurance industries and as may be authorized from time to time by the Board.
- f) 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:

BY THE  
OWNER

- (i) insurance pursuant to a Condominium Owners policy on any additions or improvements made by the owner to his unit, and for furnishings, fixtures, equipment, and personal property and chattels of the Owner contained within his Unit, and his personal property and chattels stored elsewhere on the Property, including his automobile or automobiles, and for additional living expenses in the event of damage.
- (ii) personal liability insurance covering the liability of any Owner.

#### 24. INSURANCE TRUSTEE

The Board on behalf of the Corporation shall enter into an agreement with an Insurance Trustee which shall be a Trust Company registered under the Loan and Trust Corporation Act and having a capital surplus and undivided profits of at least \$10,000,000.00 or shall be a Chartered Bank in Canada, which agreement shall, without limiting its generality, provide for the following:

- a) The receipt by the Insurance Trustee of any proceeds of insurance coverage obtained and maintained by the Corporation where such proceeds exceed \$5,000.00;
- b) The holding of such proceeds in trust for those entitled thereto pursuant to the provisions of the Declaration;
- c) The disbursement of such proceeds in accordance with the provisions of the Declaration and the Insurance Trust Agreement.

In the event that the Corporation is unable to enter into such agreement with such Trust Company or Chartered Bank by reason of their refusal to act, the Corporation may enter into an 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 such fees and disbursements shall constitute a Common Expense.

25. INDEMNIFICATION

- a) Each Owner shall indemnify and save harmless the Corporation from and against any loss, costs, damages, injury or liability whatsoever which the Corporation may suffer or incur resulting from or caused by any act or omission of such Owner, or any occupant, or the guests, invitees, licensees, or family of such Owner or occupant except to the extent any such loss, costs, damage, injury or liability should be covered by the proceeds of any policy of insurance maintained by the Corporation.
- b) The Corporation shall indemnify and save harmless each Owner or Occupant from and against any loss, costs, damage, injury or liability whatsoever which may be suffered or incurred by him resulting from or caused by the negligence or wrongful act or omission of the Corporation, its manager, agents, servants, employees or independent contractors or for damage done to the Unit substantially resulting from the repair or maintenance by the Corporation of the Common Elements, provided that notwithstanding anything hereinbefore contained, the amount of indemnification to each Owner or Occupant shall be limited to the proceeds received from the public liability and property damage insurance of the Corporation as a result of such loss, costs, damage, injury or liability.

EXPROPRIATION  
OF THE WHOLE  
OF THE  
PROPERTY

26. EXPROPRIATION

- a) In the event of expropriation of the whole of the Property, the compensation to be paid for the whole of the Property shall be negotiated and finalized by the Corporation subject to the ratification of such compensation by the Owners of 75 per cent of the Common Interest at a special meeting called for the purpose, whether or not proceedings are necessary, and the compensation less expenses involved, if any, in obtaining the said compensation, shall be paid to the Owners in the proportion of their respective Common Interest subject to the rights of any mortgagee or lien claimant.

NOTICE OF  
EXPROPRIATION

OWNER'S  
PERSONAL  
COMPENSATION

- b) Notice of expropriation shall be given by the Corporation to all Owners and mortgagees within ten (10) days of receipt of Notice of Expropriation by the Corporation.
- c) Notwithstanding the foregoing, each Owner shall have the right to negotiate and settle his personal compensation for additions, alterations or improvements made by each Owner to his Unit after registration of the Declaration, the cost of moving and similar items personal to each Owner.

27. EXPROPRIATION OF COMMON ELEMENTS

If no Units are expropriated and the expropriation includes only part of the Common Elements, then compensation shall be negotiated and settled by the Board, whether or not proceedings are necessary. The Board of Directors may deal with the compensation in any one or more of the following ways:

- a) to pay any compensation so received to the Owners in the proportion of their respective Common Interests subject to the rights of any mortgagee or lien claimant;
- b) subject to the provisions of paragraph 18 hereof to use the compensation to add to, change or alter the Common Elements.

28. EXPROPRIATION OF SOME OF UNITS AND PART OF COMMON ELEMENTS

- a) In the event of a partial expropriation which includes some Units, each Owner whose Unit is expropriated shall deal with the expropriation authority with regard to compensation relating to his Unit and Common Interest and shall have no further interest in the Property except to receive the compensation to which he is entitled from the expropriating authority in respect of his Unit and Common Interest.
- b) The provision of paragraph 27 hereof shall apply with respect to that part of the expropriation dealing with part of the Common Elements.



- c) The Board of Directors of the Corporation shall negotiate and settle the compensation for any damage to the Property suffered by the remaining Owners, whether or not proceedings are necessary, and the compensation so received from the expropriating authority, less expenses involved, if any, in obtaining such compensation, and less such moneys as in the opinion of the Board of Directors is required to restore the Property, shall be paid to the remaining Owners subject to the rights of any mortgagee or lien claimant.
- d) The percentage contribution towards Common Expenses of the remaining Owners shall be recalculated on the basis that the percentage contribution to Common Expenses of the Owners expropriated shall be divided amongst the remaining Owners in the same ratio that the percentage contributions to Common Expenses of the remaining Owners bear to each other.
- e) The Common Interests of the remaining Owners shall be recalculated on the basis that the Common Interests of the Owners expropriated shall be divided amongst the remaining Owners in the same ratio that the Common Interests of the remaining Owners bear to each other.

29. NOTICE

Except as hereinbefore set forth, any notice, direction or other instrument required or permitted, may be given if to be served personally by delivering same to the party or to any officer of the party to be served, or otherwise, may be given by ordinary mail, postage prepaid, addressed to the Corporation at its address for service, to each Owner at the address entered in the Register kept for such purpose in accordance with the provisions of By-law No. 1 of the Corporation, and to such mortgagee who has given notice of his interest 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 third 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.

30. COSTS

All costs, fees and disbursements, expenses and all solicitors' charges (as between a solicitor and his client) which may be incurred by the Corporation in taking any action, including the institution of an action or summary proceeding against an Owner, shall immediately become due and payable by such Owner and may be added to and recovered in the same manner and recovery of an Owner's default in his obligations to contribute to the Corporation towards the Common Expenses.

31. INVALIDITY

The invalidity of any provisions of this Declaration shall not be deemed to impair or affect in any manner the validity and enforceability or effect of the remainder of this Declaration and in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

32. WAIVER

No provision contained in this Declaration, the By-laws and Rules and Regulations 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.

33. GENDER AND NUMBER

The use of the masculine gender in this Declaration, shall be deemed to refer to the feminine or neuter and the use of the singular shall be deemed to refer to the plural and vice versa whenever the context so requires.

34. CONFLICT

In the event of a conflict between the provisions of the Act, Declaration or By-laws and Rules and Regulations made thereunder, the provisions of the Act shall govern; subject to the Act, the provisions of the Declaration shall govern; subject to the Act and

the Declaration, the provisions of the By-laws shall govern; the provisions of the Rules and Regulations shall only be valid so long as they are not in conflict with anything in the Act, the Declaration or the By-laws.

35. HEADINGS AND MARGINAL NOTES

The headings and marginal notes shall not form a part of the Declaration but shall be deemed to be inserted for convenience of reference only.

THIS DECLARATION is made pursuant to the Condominium Act, R.S.O. 1970, Chapter 77.

DATED AT OTTAWA this                      day of                      197 .

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

CAMPEAU CORPORATION

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Vice-President

SCHEDULE "A"

ALL AND SINGULAR those certain parcels or tracts of land and premises situate lying and being in the City of Ottawa in the Regional Municipality of Ottawa-Carleton more particularly described as follows:

Parcel - 1 in the Register for Section 775 and  
Parcel - 1 in the Register for Section 749 designated  
as Parts on a Plan of Survey of Record in the  
Land Registry Office No. 4 for the Land Titles Division of  
Ottawa-Carleton at Ottawa as 4R-

" B "

Mortgagee  
Industrial Life Insurance Company

Instrument  
69487

SCHEDULE "C"

UNIT	LEVEL	PROPORTION OF COMMON INTEREST IN PERCENTAGES	CONTRIBUTION TO COMMON EXPENSES IN PERCENTAGES
1	1	1.5015	1.3889
2	1	1.1947	1.3889
3	1	1.1947	1.3889
4	1	1.1947	1.3889
5	1	1.5015	1.3889
6	1	1.1947	1.3889
7	1	1.1947	1.3889
8	1	1.1947	1.3889
9	1	1.5015	1.3889
10	1	1.1947	1.3889
11	1	1.1947	1.3889
12	1	1.3885	1.3889
13	1	1.3885	1.3889
14	1	1.3885	1.3889
15	1	1.3885	1.3889
16	1	1.1947	1.3889
17	1	1.1947	1.3889
18	1	1.5015	1.3889
19	1	1.1947	1.3889
20	1	1.1947	1.3889
21	1	1.1947	1.3889
22	1	1.5015	1.3889
23	1	1.1947	1.3889
24	1	1.1947	1.3889
25	1	1.1947	1.3889
26	1	1.5015	1.3889
27	1	1.5015	1.3889
28	1	1.3885	1.3889
29	1	1.3885	1.3889
30	1	1.3884	1.3889
31	1	1.5015	1.3889
32	1	1.5015	1.3889
33	1	1.3884	1.3889
34	1	1.3884	1.3889
35	1	1.3884	1.3889
36	1	1.5015	1.3889
37	1	1.5015	1.3889
38	1	1.3884	1.3889
39	1	1.3884	1.3889
40	1	1.3884	1.3889

UNIT	LEVEL	PROPORTION OF COMMON INTEREST IN PERCENTAGES	CONTRIBUTION TO COMMON EXPENSES IN PERCENTAGES
41	1	1.5015	1.3889
42	1	1.5015	1.3889
43	1	1.3884	1.3889
44	1	1.3884	1.3889
45	1	1.3884	1.3889
46	1	1.5015	1.3889
47	1	1.4530	1.3889
48	1	1.4530	1.3889
49	1	1.4530	1.3889
50	1	1.4530	1.3889
51	1	1.4530	1.3889
52	1	1.4530	1.3889
53	1	1.4530	1.3889
54	1	1.4530	1.3889
55	1	1.4530	1.3889
56	1	1.4530	1.3889
57	1	1.4530	1.3889
58	1	1.4530	1.3889
59	1	1.4530	1.3889
60	1	1.4530	1.3889
61	1	1.4530	1.3889
62	1	1.4530	1.3889
63	1	1.4530	1.3889
64	1	1.4530	1.3889
65	1	1.4530	1.3888
66	1	1.4530	1.3888
67	1	1.4530	1.3888
68	1	1.4530	1.3888
69	1	1.4530	1.3888
70	1	1.4530	1.3888
71	1	1.3884	1.3888
72	1	1.3884	1.3888

SCHEDULE "D"

MONUMENTATION

The monuments controlling the extent of the Units are the physical surfaces more fully described as follows:

HORIZONTAL BOUNDARIES OF THE UNITS ARE:

- a) The lower boundary of the units is the upper surface of the poured concrete floor slab beneath the unit.
- b) In Units 1, 9, 18, 26, 31, 32, 37, 42, 47, 61 and 69 in the vicinity of the Meter Rooms, the lower boundary of the unit is the upper line and face of the 2" x 10" floor joists above the Meter Room.
- c) The upper boundary of the unit is the upper surface of the drywall ceiling on the top floor.
- d) In the vicinity of the Recessed Entryway in the Basement, the lower boundary of the unit is the upper line and face of the 2" x 10" floor joists above the entryway.
- e) In certain units, where the top floor protrudes, the lower boundary of the unit is the upper line and face of the 2" x 10" floor joists.

VERTICAL BOUNDARIES OF THE 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 wall dividing the units.
- b) In Units 1, 9, 18, 26, 31, 32, 37, 42, 47, 61 and 69, in the vicinity of the Meter Rooms, the vertical boundary of the unit is the interior face of the concrete block wall separating the unit from the Meter Room in the basement.
- c) The above boundaries of a) are produced across openings for doors and windows leading out of the unit.

NOTWITHSTANDING the foregoing, the unit shall not include such pipes, wires, cables, conduits, ducts, flues or public utility lines within the unit which service other units in the Condominium, as well as that of the Owner.



SCHEDULE "E" PARKING

LEGAL DESIGNATION UNIT NUMBER	MUNICIPAL ADDRESS	LEGAL DESIGNATION PARKING
1	757A Ridgewood Avenue	1P
2	757B " "	"
3	759A " "	"
4	759B " "	"
5	761A " "	"
6	761B " "	"
7	763A " "	"
8	763B " "	"
9	765A " "	"
10	765B " "	"
11	767A " "	"
12	767B " "	"
13	769 " "	13P
14	771B " "	"
15	771A " "	"
16	773B " "	"
17	773A " "	"
18	775B " "	"
19	775A " "	"
20	777B " "	"
21	777A " "	"
22	779B " "	"
23	779A " "	"
24	781B " "	"
25	781A " "	"
26	783 " "	26P
27	785A " "	"
28	785B " "	"
29	787A " "	"
30	787B " "	"
31	789 " "	"
32	735 Springland Drive	"
33	737A " "	"
34	737B " "	"
35	739A " "	"
36	739B " "	36P
37	741 " "	"
38	743A " "	"
39	743B " "	"
40	745A " "	"
41	745B " "	"

LEGAL DESIGNATION UNIT NUMBER	MUNICIPAL ADDRESS	LEGAL DESIGNATION PARKING
42	747 Springland Drive	36P
43	749A " "	"
44	749B " "	"
45	751A " "	"
46	751B " "	46P
47	753A " "	47P
48	753B " "	"
49	755A " "	"
50	755B " "	"
51	757A " "	"
52	757B " "	"
53	759A " "	"
54	759B " "	"
55	761B " "	"
56	761A " "	"
57	763B " "	"
58	763A " "	"
59	765B " "	"
60	765A " "	"
61	767B " "	"
62	767A " "	"
63	769B " "	"
64	769A " "	"
65	771B " "	"
66	771A " "	"
67	773B " "	"
68	773A " "	"
69	775B " "	"
70	775A " "	"
71	777B " "	"
72	777A " "	72P

DATED: 1976

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CARLETON CONDOMINIUM CORPORATION  
NO.

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DECLARATION AND DESCRIPTION

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SEGUIN CARBONNEAU & LANDRIault  
Barristers and Solicitors  
233 Gilmour Street  
OTTAWA  
K2P 0P2

3

CARLETON CONDOMINIUM CORPORATION NO. 96

BY-LAW NO. 4

BE IT ENACTED as By-law No. 4 (being a By-law respecting the installation of water sub-meters) of Carleton Condominium Corporation No. 96 (hereinafter referred to as the "Corporation") as follows:

WHEREAS the Corporation wishes to install water sub-meters and to collect the costs of water consumed by each unit owner from such unit owner, on a user-pay basis;

AND WHEREAS Section 28 of the Condominium Act, R.S.O. 1990, c. C-26, allows the Corporation to pass by-laws to govern the management of the property;

AND WHEREAS Section 28 of the Act requires that by-laws be confirmed by owners who own not less than 51 percent of the units;

NOW THEREFORE be it enacted as a By-law of the Corporation as follows:

**ARTICLE I  
DEFINITIONS**

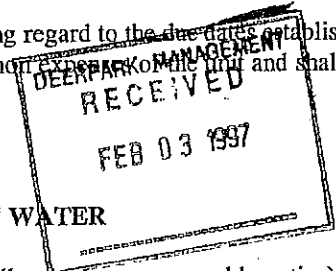
1. All words used herein which are defined in the Condominium Act, R.S.O. 1990, c. C-26, or any successor (the "Act") shall have ascribed to them the meanings set out in the Act as amended from time to time.
2. For the purpose of this By-law, water charges shall include all water and sewer charges payable to the Regional Municipality of Ottawa-Carleton, or any successor, or other responsible authority.

**ARTICLE II  
INSTALLATION OF INDIVIDUAL WATER METERS**

1. The Corporation is hereby authorized to enter into all units (upon reasonable notice), or into any part of the common elements of which the owner has the exclusive use, for the purpose of installing a water sub-meter and a remote reader to measure the total volume of water consumed within each unit. The remote reader may be installed on an exterior wall of each dwelling unit.
2. The cost of the sub-meter and the remote reader, including all costs of installation, shall be paid by each of the owners in accordance with a payment schedule to be prepared by the Board of Directors. The Corporation shall provide each owner with a copy of the payment schedule.
3. Any amounts not paid by any owner when due, having regard to the due dates established in the payment schedule, shall be added to the common expenses of the unit and shall be collectible in accordance with Article IV herein.

**ARTICLE III  
INDIVIDUAL METERING OF WATER**

1. The Corporation is hereby authorized to enter into all units (upon reasonable notice), or into any part of the common elements of which the owner has the exclusive use, for the purpose of reading and inspecting the water sub-meters and remote readers.
2. Each owner shall pay to the Corporation his or her share of the total water charges. The share payable by each owner on account of water charges shall be based on the total amount of water consumed in his or her unit, as recorded by the water sub-meter and the remote reader.



3. The water charges shall be payable as follows:
  - a) Following the preparation of any budget of the Corporation, the Corporation shall provide each owner with a payment schedule indicating his or her monthly common expense payment and his or her estimated monthly water charges. Each owner shall pay his or her estimated monthly water charges on the first day of each month, together with his or her regular monthly common expense payment.
  - b) The Board shall have the full and unfettered discretion to calculate each owner's estimated monthly water charges on such basis as it deems appropriate.
  - c) Within 60 days following each fiscal year end, based on an actual reading taken for each sub-meter, the Corporation shall provide each owner with an invoice indicating the total outstanding volume and cost of water consumed in his or her unit and indicating whether such owner:
    - i) is entitled to a refund of an excess amount prepaid on account of water charges; or alternatively,
    - ii) owes the Corporation an additional amount representing the difference between the cost of all water consumed and the amount prepaid on account of water charges.
  - d) Any amount owing by any owner to the Corporation pursuant to Article III(3)(c)(ii) herein shall be payable within 30 days following delivery of the invoice and shall be collectible in accordance with Article IV herein.
  - e) Any refunds due to owners pursuant to Article III(3)(c)(i) herein shall be distributed when the said amounts due pursuant to Article III(3)(c)(ii) herein have been collected and are available for redistribution.

**ARTICLE IV  
COLLECTION OF OWNERS' SHARES**

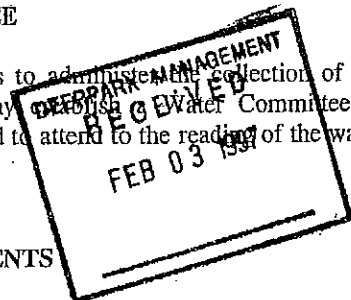
Any amounts owing to the Corporation pursuant to this By-law and not paid when due, including any costs relating to the collection or attempted collection of any such amount, shall be added to the common expenses of the unit and shall be collectible from the unit owner in the same manner as common expenses, including by way of condominium lien. Such amounts shall bear interest at the rate of 12% per annum calculated and compounded monthly, on such amount as from time to time remains unpaid.

**ARTICLE V  
WATER COMMITTEE**

Without limiting the discretion of the Board of Directors to administer the collection of the contributions to the water charges, the Corporation may ~~authorize~~ the Water Committee to administer the collection and payment of water charges and to attend to the reading of the water sub-meters and/or remote readers.

**ARTICLE VI  
PURCHASE ADJUSTMENTS**

1. In the event of a sale of any unit in the Corporation, the vendor and the purchaser of such unit shall be responsible for adjusting water charges to the date of closing. The Estoppel Certificate issued by the Condominium Corporation will make reference only to water charges which have been invoiced to, but not yet paid by, the unit owner.
2. Amounts prepaid by the owner on a monthly basis on account of water charges will be based on estimates, in accordance with Article III(3) of this By-law. It is the responsibility of the vendor and the purchaser of any unit in the Corporation to read the



sub-meter and/or remote reader on closing and to adjust for any excess amount or additional amount owing on account of water charges as they see fit.

**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. Plural: The use of the masculine gender in this By-law shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include plural wherever the context so requires, and vice versa.
- 3. Waiver: No restriction, condition, obligation or provision contained in this By-law shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.
- 4. Headings: The headings in the body of this By-law form no part thereof but shall be deemed to be inserted for convenience of reference only.
- 5. 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.

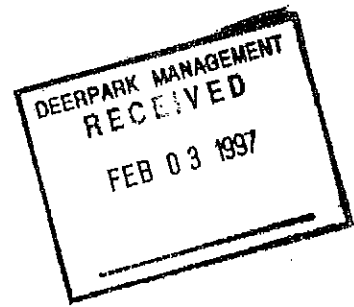
DATED this 15<sup>th</sup> day of JANUARY, 1997.

CARLETON CONDOMINIUM CORPORATION NO. 96

*Jane E. Hunter*  
 \_\_\_\_\_  
 Print Name: JANE HUNTER  
 Print Title: Sec.

I have authority to bind the Corporation.

▶M:\REC\C\CCC96\BYLAW4.MTR



Schedule "A"

CARLETON CONDOMINIUM CORPORATION NO. 96

BY-LAW NO. 5

BE IT ENACTED as By-Law No. 5 (being a by-law to define standard units) of Carleton Condominium Corporation No. 96 (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 units in this condominium, for the purposes of Section 99 of the Act (insurance).
- (2) Where the materials or specifications set out in this by-law are uncertain or incomplete, the standard unit specifications and materials shall be consistent with "Builder's Standard" construction. In the case of any dispute as to what constitutes "Builder's Standard" a comparison shall be had to the quality of the particular feature being offered by builders of comparable construction at the time of the damage.
- (3) The standard unit does not include features which are part of the common elements. The Corporation's declaration determines which features are part of the common elements and which features are part of the units. To the extent that the attached schedules 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. In the case of any inconsistency between the declaration or description and the schedules to this By-Law, the schedules to this By-Law shall prevail.
- (5) All replacement materials and re-construction shall conform to the current Ontario Building Code, Ontario Fire Code, Ontario Electrical Safety Code, current Municipal regulations and by-laws, and all applicable bulletins in force. 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. In general, all features of each standard unit shall be deemed to be up-graded to the current standard in the construction industry from time to time.
- (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 three (3) 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 the structural drawings which are Part 2 of the Condominium Description filed with the Registry Office (the "structural drawings"), and the specifications contained in the schedule "1" attached hereto. The classes are as follows:

Class Number	Class Description	Units
1	Two Bedroom	Level 1: Units 2, 3, 4, 6, 7, 8, 10, 11, 16, 17, 19, 20, 21, 23, 24 and 25
2	Three Bedroom	Level 1: Units 12, 13, 14, 15, 28, 29, 30, 33, 34, 35, 38, 39, 40, 43, 44, 45, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71 and 72
3	Four Bedroom	Level 1: Units 1, 5, 9, 18, 22, 26, 27, 31, 32, 36, 37, 41, 42 and 46


ARTICLE III  
MISCELLANEOUS

- (1) Invalidity: The invalidity of any part of this by-law shall not impair or affect in any manner the validity and enforceability or effect of the balance hereof.
- (2) 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 15<sup>th</sup> day of January, 2003.

CARLETON CONDOMINIUM CORPORATION NO. 96

  
Print Name: WENDY NEILL  
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 #96 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. 96  
Specifications

**General**

- Doors: Plywood hollow interior doors with brass doorknobs, keyless one side.  
Flooring: Hardwood flooring in living room, dining room, bedrooms, hallways, stairs, linen and bedroom closets. Ceramic tile in kitchen, bathroom, powder room and entrance - all excellent quality.  
Walls: Drywall, primed and painted with two coats of good quality paint.  
Trim: Solid Pine trim and baseboard, primed and painted with two coats of good quality paint.  
Ceiling: Stipple on drywall except for bathrooms and kitchen, which have flat drywall ceilings. Approximate height 8 feet throughout.

**Foyer/Vestibule**

- Front Door: Solid wood door with brass doorknob, deadbolt and door chime.  
Lighting: Ceiling mounted glass light fixture.  
Closet: Double folding doors, with brass doorknobs, one shelf and hanging rod.

**Kitchen**

- Lighting: Two standard ceiling light fixtures.  
Exhaust Fan: Exhaust fan vented to the outside.  
Cabinets: Wood cabinets (good quality), metal handles and accessories.  
Pantry: Class 2 Only. Standard hollow interior passage door with brass doorknob and five shelves.  
Countertop: Arborite, molded.  
Sink/Faucet: Single stainless steel sink with dual-control standard faucet.

**Dining Room/Living Room**

- Lighting: Ceiling mounted glass light fixture in Dining Room.

**Bathroom**

- Exhaust Fan: Exhaust fan vented to the outside  
Lighting: Wall mounted light fixture.  
Toilet: Standard grade, regular size.  
Bathtub: Regular size bathtub. Ceramic tile around bathtub to ceiling. Standard shower head and shower curtain rod.  
Fixtures: One soap and grab dish, one towel bar and one paper holder, all metal.  
Vanity: 2-Door, 4-drawer wood cabinet.  
Countertop: Melamine countertops with moulded roll front and built in backsplash.  
Cabinet: Steel medicine cabinet with Mirror  
Sink: Ceramic.  
Faucets: Standard dual-control faucet in all sinks and bathtubs.  
Separate  
Shower: Class 3 Only. Hinge door, single lever control metal faucet, ceramic tile surround.  
Towel Closet: Class 3 Only. Standard interior door with metal doorknob, 4 shelves.

**Stairwells/Hallways**

- Lighting: Ceiling mounted glass light fixture in hallways and landings.  
Railings: Rubber covered wrought iron railing and metal balustrades.  
Linen Closet: Folding hollow door and 5 shelves.

**Bedrooms**

- Lighting: Master Bedroom: No lighting in bedroom - Wall switches only. Interior light in closet.  
Secondary Bedrooms: One ceiling-mounted light.

Closet: Walk-in closet with interior lighting and one (1) shelf (all around closet), hanger rod. Double folding doors with brass doorknobs.

#### **Powder Room**

Lighting: Wall mounted light fixture (track lighting) over mirror.  
Toilet: Standard grade, regular size.  
Mirror: Standard grade - over vanity.  
Vanity: 2-Door/4 Drawer Melamine style cabinet base unit under sink with molded Arborite Countertop  
Sink: Classes 1 & 3: Ceramic.  
Class 2: Enamel covered metal.  
Cabinet: One metal medicine cabinet (no handles).  
Faucet: Standard dual-control faucets.

#### **Basement**

Finished Recreation Room.

Flooring: Linoleum tile.

Walls: Finished Drywall.

Ceiling: Stipple on Drywall.

Lighting: One (1) standard light fixture in Rec Room, two (2) standard lights fixtures in Laundry Area and one (1) standard light fixture in hallway at bottom of stairs.

Laundry Area: Unfinished. Cement Floor. Double laundry tub, dual control faucets, automatic washer connection, electrical outlet and vent for dryer, drainage trap.

#### **Plumbing and Mechanical Systems**

Heating: Central & Oil.

Hot Water Tank: 60 gal (Rented)

Copper piping.

Water separately metered.

#### **Electrical**

100/200 amp electrical panel.

Telephone outlets in living room, kitchen and one bedroom.

#### **Standard Features**

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

- light switch and cover plates
- electrical outlets and cover plates
- plumbing
- drains
- insulation
- ducting, venting and associated fans
- door hardware
- smoke detectors
- vapour barrier
- electrical wiring
- paint
- trim
- cabinet hardware (bathroom(s) and kitchen)
- door bells - front and back

## **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. 96

BY-LAW NO. 6

BE IT ENACTED as By-Law No. 6 of CARLETON CONDOMINIUM CORPORATION NO. 96 (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  
OFFICE OF THE CORPORATION**

The office of the Corporation shall be at 779 Springland Drive, Ottawa, or at such other address as the Board may from time to time determine.

**ARTICLE III  
MEETINGS OF OWNERS**

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

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

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

**ARTICLE IV  
BOARD OF DIRECTORS**

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

(2) Qualifications:

- (a) In addition to the qualifications for Directors which are set out in the Act, every Director shall be a resident of Carleton Condominium Corporation No. 96, and shall be either an owner, the spouse of an owner, or the nominee of a limited company which is an owner or co-owner.
- (b) If a unit has more than one owner, only one of those owners may be a member of the Board at any time.
- (c) Any director is disqualified and thereupon ceases to be a director if the director is an owner and if any contributions payable in respect of the director's unit are in arrears for thirty (30) days.
- (d) A person immediately ceases to be a Director if the person fails to attend three consecutive Board Meetings without providing an excuse which is reasonably satisfactory to the Board.

(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>
2	2003
1	2004
2	2005

- (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 2004 (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 VIII of this by-law.
  - (d) A meeting of the Directors may be held by teleconference or another form of communications system that allows the Directors to participate concurrently, provided all Directors of the Corporation consent to the means used for holding the meeting.
  - (e) The Board may appoint a day or days in any month or months for regular meetings at a place and hour to be named. A copy of any resolution of the Board fixing a place and time for such regular meetings shall be sent to each Director, but no other notice shall be required for any such meeting.
  - (f) No notice of a meeting shall be necessary if all the Directors are present and consent to the holding of such meeting or if those absent have waived notice of or otherwise signified in writing their consent to the holding of such meeting.
- (5) Indemnification of Directors: Every Director and every Officer of the Corporation and the person's heirs, executors, administrators, estate trustees and other legal personal representatives shall from time to time be indemnified and saved harmless by the Corporation from and against:
- (a) any liability and all costs, charges and expenses that the Director or Officer sustains or incurs in respect of any action, suit or proceeding that is proposed or commenced against the Corporation for or in respect of anything that the person has done, omitted to do or permitted in respect of the execution of the duties of office; and
  - (b) all other costs, charges and expenses that the person sustains or incurs in respect of the affairs of the Corporation.

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

#### ARTICLE 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.
- (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 VI  
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 VII  
FINANCIAL YEAR

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

ARTICLE VIII  
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 received and effective on the third business day following the mailing thereof. All other notices shall be deemed to be received 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 IX  
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 January 1<sup>st</sup> of each year of the Corporation, each owner shall furnish to the Corporation a set of twelve post-dated cheques, or shall arrange for pre-authorized payments, on a system run by the Corporation, if the Corporation offers this service, covering the standard monthly payments due by the owner during the fiscal year on account of common expenses, or in order to facilitate collection shall pay the monthly payments in such other manner as may be directed by the Corporation.
- (3) Special Assessments: The Board may make special assessments when the Board does not have sufficient funds to meet expenditures which have been incurred or which it is anticipated will be incurred. Notice of any such special assessment shall include a written statement setting out the reasons for the assessment and the assessment shall be payable by each owner within ten (10) days after the owner has been given notice of the assessment or within such further period of time and in such instalments as the Board may determine.
- (4) Default:
  - (a) Arrears of any payments required to be made to the Corporation under the provisions of this Article or under the provisions of the Act shall bear interest at the rate of twelve percent (12%) per annum and shall be compounded monthly until paid. For each late payment or non-payment of common expenses (whether related to a monthly payment or a special assessment), there shall be added to the amount owing with respect to the particular unit an administration fee of \$25.00, or such other amount as may be determined by resolution of the Board.
  - (b) In addition to any remedies or liens provided by the Act, if any owner is in default in payment of any assessment levied against him/her, the Board may retain a solicitor on behalf of the Corporation to enforce collection and there shall be added to any amount found due all costs of such solicitor as between a solicitor and his/her own client and such costs shall be collectible against the defaulting owner in the same manner as common expenses.
  - (c) All payments upon account of common expense arrears shall be first applied to the arrears which were first due with respect to the particular unit.

#### ARTICLE X POWERS OF THE CORPORATION

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

- (1) to settle, adjust, compromise or refer to arbitration any claim or claims which may be made upon or which may be asserted on behalf of the Corporation;
- (2) to borrow such amounts as in its discretion are necessary or desirable in order to fulfill the objects and duties of the Corporation, and to secure any such loan by mortgage, pledge or charge of any asset owned by the Corporation, and to add the repayment of such loan to the common expenses, subject to approval of each such borrowing or loan by By-law if the expenditure is not listed in the Corporation's budget for the current fiscal year;
- (3) to retain and hold any securities or other property, whether real or personal, which shall be received by the Corporation;
- (4) to lease any part or parts of the common elements, or grant a licence or easement over any part or parts of the common elements, except such over which any owner has the exclusive use;

- (5) to employ a manager, and such other persons as the Board considers advisable, on terms acceptable to the Board, to assist the Corporation in the fulfilment of its objects and duties;
- (6) to appoint committees comprised of such persons (not necessarily owners) as the Board may from time to time determine, to carry out such tasks or functions as may be determined by the Board;
- (7) to obtain and maintain fidelity bonds, where obtainable, for Directors, Officers, any manager and any employees of the Corporation handling or responsible for the Corporation's moneys or securities. The premiums on any such bonds shall be paid by the Corporation.

**ARTICLE XI  
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 XII  
INDEMNIFICATION BY OWNERS**

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

**ARTICLE XIII  
UNIT INSPECTIONS**

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

- (1) Entry: The Corporation may enter any unit, upon reasonable notice, in order to carry out the objects and duties of the Corporation. Note, however, that in the case of an emergency it may be reasonable for the Corporation to gain immediate access to a unit (i.e., without notice).
- (2) Regular Inspections: The Corporation also conducts "regular inspections" as follows:

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

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

- (3) Unacceptable Conditions: If, upon entry to a unit, the Corporation discovers any condition which contravenes the Act or the Corporation's Declaration, By-laws or Rules, the Corporation may:
- (a) Take steps to remedy the condition at the expense of the owner of the unit. In such cases, all such costs and also any costs incurred by the corporation in relation to the inspection, shall be added to the owner's common expenses;
  - (b) Give notice of the condition to the owner of the unit;
  - (c) Take such other steps as the Board of Directors deems appropriate.

However, the owner of the unit, including any purchaser of the unit, shall be entirely and exclusively responsible for any such condition whether or not the condition has been detected by the Corporation, whether or not the Corporation has given any notice of the condition to the owner or to the purchaser, and whether or not the Corporation has taken any other steps related to the condition. In other words, whether or not steps are taken by the Corporation it shall not relieve the owner, including any purchaser of the unit, from full responsibility for the condition of the unit and any modifications made to the unit or the common elements by any owner of the unit, including any prior owner of the unit. It is the duty of every owner to make or arrange all necessary inspections in order to ascertain the condition of the unit and any such modifications to the common elements and then to take any appropriate corrective action.

#### ARTICLE XIV NOTICE TO CORPORATION OF DEFECTS, SYMPTOMS OR ACCIDENTS

Owners shall, upon becoming aware, give the Corporation prompt written notice of the following:

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

The Board shall, within a reasonable time acknowledge receipt of the owner's notice.

#### ARTICLE XV REPEAL OF BY-LAW NOS. 1, 2 AND 3

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

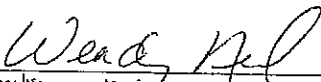
ARTICLE XVI  
MISCELLANEOUS

- (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 15<sup>th</sup> day of January, 2003.

CARLETON CONDOMINIUM CORPORATION NO. 96

  
Print Name: Wendy Neil  
Print Title: President

I have authority to bind the Corporation.

Version 7 - May, 2002

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This document was prepared by Nelligan O'Brien Payne LLP for CCC #96 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.

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Schedule "A"

CARLETON CONDOMINIUM CORPORATION NO. 96

BY-LAW NO. 7

BE IT ENACTED as By-Law No. 7 (being a by-law respecting common element modifications) of CARLETON CONDOMINIUM CORPORATION NO. 96 (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  
TERMS AND CONDITIONS**

The within approval of the modifications described in Article IV (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 not to be unreasonably withheld. The modification shall comply with all plans, drawings, specifications, colours and/or other requirements as may be approved in writing by the Board or as may be set forth in the By-laws, Rules or Policies of the Corporation. Furthermore, prior to proceeding with the modification, the owner shall obtain and provide to the Corporation such permits and professional certificates as may be requested in writing by the Board.
2. All modifications shall comply with all municipal, provincial and federal legislation, including all municipal By-Laws and building regulations. The owner shall investigate and determine all occupational health and safety requirements that apply to any work related to the modification (including work related to installation, repair or maintenance of the modification) and shall ensure that all of those requirements are met.

3. The modification shall be maintained and repaired in a good and safe condition by the owner at the owner's sole expense. The Corporation shall not be responsible to maintain or repair the modification, nor shall the Corporation be responsible to obtain any insurance with respect to the modification. The modification shall be at the sole risk and expense of the owner and the modification shall be owned by the owner.
4. In the event that the owner fails to maintain or repair the modification as required herein, the Corporation may, at its option and after notifying the owner and affording the owner a reasonable opportunity to effect such maintenance or repair, carry out such maintenance or repair and all costs and expenses incurred by the Corporation in arranging and carrying out the maintenance or repair shall be payable to the Corporation by the owner and shall be collectible in accordance with Article III(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 III(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 IV  
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 III hereof:

1. Satellite dishes.
2. Flower gardens outside of exclusive use areas.
3. Outside light fixtures.
4. Municipal address numbers.
5. Storm doors.
6. Landscaping including planting of bushes and shrubs which may not grow taller than 6 feet, in exclusive use areas.
7. Physical aids for the disabled.
8. Composters in exclusive use areas.
9. Window air conditioners.
10. Utility Sheds in exclusive use areas.
11. Awnings (on the patio side only).
12. Window modifications.
13. Modifications to doors and patio doors.

ARTICLE V  
ACKNOWLEDGEMENT

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

ARTICLE VI  
PREVIOUS BY-LAWS

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

ARTICLE VII  
MISCELLANEOUS

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

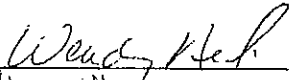


3. Headings: The headings in the body of this by-law form no part thereof but shall be deemed to be inserted for convenience of reference only.
4. Alterations: This by-law or any part thereof may be varied, altered or repealed by a by-law passed in accordance with the provisions of the Act, and the Declaration.

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

DATED this 15<sup>th</sup> day of January, 2003.

CARLETON CONDOMINIUM CORPORATION NO. 96

  
Name: WENDY NELL  
Title: PRESIDENT

I have authority to bind the Corporation.

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This document was prepared by Nelligan O'Brien Payne LLP for CCC #96 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. 96

("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. 96.
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 IV of By-Law No. 7 of the Corporation.
5. (If appropriate, add:) Additional detail respecting the modification is contained in the drawings and/or specifications attached as Appendix "1".

**NOW THEREFORE:**

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

DATE: \_\_\_\_\_

**CARLETON CONDOMINIUM CORPORATION NO. 96**

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

I/We have authority to bind the Corporation

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Spouse (where required)

(Version 5 - December 2001)  
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Schedule "A"

CARLETON CONDOMINIUM CORPORATION NO. 96

BY-LAW NO. 8

BE IT ENACTED as By-Law No. 8 (being a by-law respecting Directors' and Officers' Liability Insurance) of CARLETON CONDOMINIUM CORPORATION NO. 96 (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 December 22, 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 Act and/or the Corporation's by-laws;
- (d) The policy shall not specifically exclude coverage for claims asserted by the Corporation;
- (e) A copy of this by-law shall be provided to the Directors' and Officers' Liability Insurer and shall be attached to any application for Directors' and Officers' Liability Insurance;
- (f) The Corporation's manager, if any, may be included as an additional insured under the policy.

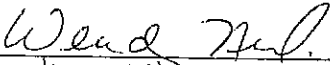
ARTICLE III  
MISCELLANEOUS

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

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

DATED this 15<sup>th</sup> day of January, 2003.

CARLETON CONDOMINIUM CORPORATION NO. 96

  
\_\_\_\_\_  
Print Name: Wendy Neil  
Print Title: RESIDENT

I have authority to bind the Corporation

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This document was prepared by Nelligan O'Brien Payne LLP for CCC #96 based on a thorough review of all relevant documentation and the specific circumstances of this condominium. This document may not be appropriate for another condominium.  
Please note: The form from which this document was prepared is regularly revised and updated.

Schedule "A"

CARLETON CONDOMINIUM CORPORATION NO. 96

BY-LAW NO. 9

BE IT ENACTED as By-Law No. 9 (being a by-law respecting insurance deductibles) of Carleton Condominium Corporation No. 96 (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 or resulting from any source which is within the owner's unit. (Accordingly, if any such damage is caused to any part of the property, any related deductible loss under the Master Policy shall be added to the common expenses payable for the owner's unit, in accordance with Article III(4)).
  - (b) the Corporation shall indemnify and save harmless each unit owner from any deductible loss resulting from an act or omission of the Corporation or its directors, officers, agents or employees.

- (4) Any amounts owing to the Corporation by a unit owner by virtue of the terms of this 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 should obtain and maintain insurance, including personal liability insurance, covering the owners' risks as set forth in this by-law.
- (6) The Corporation shall promptly provide written notice of any change in the deductible related to the Master Policy to all owners.


**ARTICLE IV  
MISCELLANEOUS**

- (1) 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 15<sup>th</sup> day of January, 2003.

CARLETON CONDOMINIUM CORPORATION NO. 96

  
\_\_\_\_\_  
Print Name: WENDY NEIL  
Print Title: RESIDENT

I have authority to bind the Corporation

Version 5 - March, 2002

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This document was prepared by Nelligan O'Brien Payne LLP for CCC No. 96 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.

## Coverage for Deductible on Corporation's Policy

We are often asked the following question:

*Which unit insurers provide coverage for the deductible on the condominium corporation's property insurance policy?*

We decided to hire an insurance broker – Gifford Associates Insurance Brokers – to help us answer this question. Giffords investigated the coverage provided by twenty-five prominent unit insurers and prepared the attached chart listing the results of the investigation.

As you can see, many – but not all – unit insurers provide coverage for the risk that the owner may be required to pay the portion of a loss that falls within the deductible on the corporation's policy.

We hasten to add the following cautionary note. Owners should always check with their own brokers to confirm that their unit policy coverage meets their needs. The attached chart is only intended as a guide to help condominium owners find the coverage that they need. Note as well that these unit policies are continuously evolving. The coverage can change from one year to the next. Again, owners should, in every case, check their coverages with their own brokers.

Nelligan O'Brien Payne Condominium Law Group



Schedule "A"

CARLETON CONDOMINIUM CORPORATION NO. 96

BY-LAW NO. 10

WHEREAS Carleton Condominium Corporation No. 96 and a majority of its owners wish to establish an expeditious cost-effective procedure for achieving fair and equitable resolutions to certain disputes;

BE IT ENACTED as By-Law No. 10 (being a by-law respecting dispute resolution procedures) of Carleton Condominium Corporation No. 96 (hereinafter referred to as the "Corporation") as follows:

ARTICLE I  
DEFINITIONS

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

ARTICLE II  
APPLICATION OF THESE PROCEDURES

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

ARTICLE III  
MEDIATION PROCEDURES

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

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

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

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

#### ARTICLE IV ARBITRATION PROCEDURES

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

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

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

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

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

#### ARTICLE V COMMON EXPENSES

Any amounts owing to the corporation by an owner, as a result of any mediation or arbitration, shall be added to the common expenses for the owner's unit.

#### ARTICLE VI 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 15<sup>th</sup> day of January, 2003.

CARLETON CONDOMINIUM CORPORATION NO. 96

  
Print Name: Wendy Neil  
Print Title: RESIDENT

I have authority to bind the Corporation

Version 4 - June 28, 2002

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This document was prepared by Nelligan O'Brien Payne LLP for CCC #96 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.

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Schedule "A"

CARLETON CONDOMINIUM CORPORATION NO. 96

BY-LAW NO. 11

BE IT ENACTED as By-Law No. 11 of CARLETON CONDOMINIUM CORPORATION NO. 96 (hereinafter referred to as the "Corporation") as follows:

WHEREAS:

- The Corporation wishes to grant an easement to the natural gas distributor in order to allow for installation of the required natural gas lines and distribution of natural gas throughout the property;
- The aforesaid easement must be authorized by by-law pursuant to Section 21 of the Act;
- The By-law can also fulfill the requirements of Sections 97 and 98 of the Act respecting approval of all common element modifications related to the distribution of natural gas on the property.

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  
AUTHORITY FOR NATURAL GAS EASEMENT AND RELATED WORK

- (1) In accordance with Section 21 of the Act, the Corporation is authorized to enter into an easement, on terms satisfactory to the Board, with the natural gas distributor, in order to allow for installation of the required natural gas lines and the distribution of natural gas throughout the property. All related modifications to the common elements are also hereby approved.
- (2) Owners are hereby authorized to arrange for all required modifications to the common elements for the purpose of connecting natural gas to the owner's unit for the following purposes:
  - Forced air natural gas furnace;
  - Natural gas water heater;
  - Natural gas fireplace;
  - Natural gas cooking stove and/or oven.

This authorization is subject to the terms and conditions set forth in Article III of this by-law.

ARTICLE III  
TERMS AND CONDITIONS

The within approval of the modifications described in Article II (2) (herein called the "modification(s)") is subject to the following terms and conditions and any unit owner carrying 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 not to be unreasonably withheld. The modification shall comply with all plans, drawings, specifications, colours and/or other requirements as may be approved in writing by the Board or as may be set forth in the By-laws, Rules or Policies of the Corporation. Furthermore, prior to proceeding with the modification, the owner shall obtain and provide to the Corporation such permits and professional certificates as may be requested in writing by the Board.
- (2) All modifications shall comply with all municipal, provincial and federal legislation, including all municipal By-Laws and building regulations. The owner shall investigate and determine all occupational health and safety requirements that apply to any work related to the modification (including work related to installation, repair or maintenance of the modification) and shall ensure that all of those requirements are met.
- (3) The modification shall be maintained and repaired in a good and safe condition by the owner at the owner's sole expense. The Corporation shall not be responsible to maintain or repair the modification, nor shall the Corporation be responsible to obtain any insurance with respect to the modification. The modification shall be at the sole risk and expense of the owner and the modification shall be owned by the owner.
- (4) In the event that the owner fails to maintain or repair the modification as required herein, the Corporation may, at its option and after notifying the owner and affording the owner a reasonable opportunity to effect such maintenance or repair, carry out such maintenance or repair and all costs and expenses incurred by the Corporation in arranging and carrying out the maintenance or repair shall be payable to the Corporation by the owner and shall be collectible in accordance with Article III(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 III (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.

**ARTICLE IV  
MISCELLANEOUS**

- (1) Invalidity: The invalidity of any part of this by-law shall not impair or affect in any manner the validity and enforceability or effect of the balance thereof.
- (2) Waiver: No restriction, condition, obligation or provision contained in this by-law shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.
- (3) 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 21<sup>st</sup> day of May, 2003.

CARLETON CONDOMINIUM CORPORATION NO. 96



Print Name: WENDY NEIL  
Print Title: PRESIDENT CCC 96

I have authority to bind the Corporation.

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This document was prepared by Nelligan O'Brien Payne LLP for CCC #96 based on a thorough review of all relevant documentation and the specific circumstances of this condominium. This document may not be appropriate for another condominium.

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



Schedule "A"

CARLETON CONDOMINIUM CORPORATION NO. 96

BY-LAW NO. 12

BE IT ENACTED as By-Law No. 12 (being a by-law to amend By-law No. 7) of CARLETON CONDOMINIUM CORPORATION NO. 96 (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.  
AMENDMENTS TO BY-LAW NO. 7

The corporation's By-law No. 7 is hereby amended by adding the following items to Article IV of the said By-law No. 7:

14. All common element modifications related to central air conditioning.
15. All common element modifications related to the installation of a gas fireplace.

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 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<sup>th</sup> day of JUNE, 2005.

CARLETON CONDOMINIUM CORPORATION NO. 96

*Wendy Neil*

Name: *Wendy Neil*  
Title: *President*

I have authority to bind the Corporation.

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This document was prepared by Nelligan O'Brien Payne LLP for CCC #96 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.

Properties	15096-0001 to 15096-0066
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<b>.1</b>	15096 - 0067 LT	Estate/Qualifier
<b>Description</b>	UNIT 67, LEVEL 1, CARLETON CONDOMINIUM PLAN NO. 96 ; PT BLK C, PL 775, PT BLK C, PL 749, PTS 1, 2, 3, 4 & 5 4R1762, AS IN SCHEDULE 'A' OF DECLARATION LT144130; S/T LT146130 ; OTTAWA	
<b>Address</b>	00773 B SPRINGLAND DR OTTAWA	
<b>PIN</b>	15096 - 0068 LT	Estate/Qualifier
<b>Description</b>	UNIT 68, LEVEL 1, CARLETON CONDOMINIUM PLAN NO. 96 ; PT BLK C, PL 775, PT BLK C, PL 749, PTS 1, 2, 3, 4 & 5 4R1762, AS IN SCHEDULE 'A' OF DECLARATION LT144130; S/T LT146130 ; OTTAWA	
<b>Address</b>	00773 A SPRINGLAND DRIVE OTTAWA	
<b>PIN</b>	15096 - 0069 LT	Estate/Qualifier
<b>Description</b>	UNIT 69, LEVEL 1, CARLETON CONDOMINIUM PLAN NO. 96 ; PT BLK C, PL 775, PT BLK C, PL 749, PTS 1, 2, 3, 4 & 5 4R1762, AS IN SCHEDULE 'A' OF DECLARATION LT144130; S/T LT146130 ; OTTAWA	
<b>Address</b>	00775 B SPRINGLAND DRIVE OTTAWA	
<b>PIN</b>	15096 - 0070 LT	Estate/Qualifier
<b>Description</b>	UNIT 70, LEVEL 1, CARLETON CONDOMINIUM PLAN NO. 96 ; PT BLK C, PL 775, PT BLK C, PL 749, PTS 1, 2, 3, 4 & 5 4R1762, AS IN SCHEDULE 'A' OF DECLARATION LT144130; S/T LT146130 ; OTTAWA	
<b>Address</b>	00775 A SPRINGLAND DRIVE OTTAWA	
<b>PIN</b>	15096 - 0071 LT	Estate/Qualifier
<b>Description</b>	UNIT 71, LEVEL 1, CARLETON CONDOMINIUM PLAN NO. 96 ; PT BLK C, PL 775, PT BLK C, PL 749, PTS 1, 2, 3, 4 & 5 4R1762, AS IN SCHEDULE 'A' OF DECLARATION LT144130; S/T LT146130 ; OTTAWA	
<b>Address</b>	00777 B SPRINGLAND DR OTTAWA	
<b>.4</b>	15096 - 0072 LT	Estate/Qualifier
<b>Description</b>	UNIT 72, LEVEL 1, CARLETON CONDOMINIUM PLAN NO. 96 ; PT BLK C, PL 775, PT BLK C, PL 749, PTS 1, 2, 3, 4 & 5 4R1762, AS IN SCHEDULE 'A' OF DECLARATION LT144130; S/T LT146130 ; OTTAWA	
<b>Address</b>	00777 A SPRINGLAND DR OTTAWA	

Applicant(s)
--------------

<b>Name</b>	CARLETON CONDOMINIUM CORPORATION NO. 96
<b>Address for Service</b>	c/o Nelligan O'Brien Payne LLP 1900 - 66 Slater St. Ottawa, ON K1P 5H1

Carleton Condominium Corporation No. 96 hereby certifies that by-law number 12 attached hereto See Schedules is a true copy of the by-law. The by-law was made in accordance with the Condominium Act. The owners of a majority of the units of the corporation have voted in favour of confirming the by-law.

I, Wendy Noll, have the authority to bind the corporation.

Signed By
-----------

Jennifer Lynne Gagne	1900-66 Slater St. Ottawa K1P 5H1	acting for Applicant(s)	Signed	2005 07 20
Tel	613-238-8080			
Fax	6132382098			

Submitted By
--------------

NELLIGAN O'BRIEN PAYNE LLP	1900-66 Slater St. Ottawa K1P 5H1	2005 07 20
Tel	613-238-8080	
Fax	6132382098	

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 8 of 9

**Fees/Taxes/Payment**

Statutory Registration Fee \$60.00

Total Paid \$60.00

**File Number**

Applicant Client File Number : 3115-17

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JAN - 1 2006 11:41

CERTIFICATE OF RECEIPT  
CERTIFICAT DE RECEPISSE  
L.T. N.A.-CARLETON (4)

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

(3) Property Identifier(s) Block Property  
15096-0001 to 15096-0072 Additional: See Schedule

(4) Nature of Document  
Amendment to Declaration

(5) Consideration  
Dollars \$

(6) Description  
All units and common elements comprising the property included in Carleton Condominium Plan No. 96 City of Ottawa Land Titles of Ottawa-Carleton No. 4

New Property Identifiers Additional: See Schedule

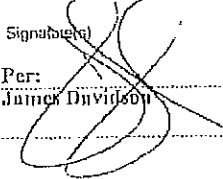
Executions Additional: See Schedule

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

(8) This Document provides as follows:  
See attached Schedule.

Continued on Schedule

(9) This Document relates to instrument number(s)  
LT144130

(10) Party(ies) (Set out Status or Interest) Name(s)	Signature(s)	Date of Signature		
		Y	M	D
CARLETON CONDOMINIUM CORPORATION NO. 96 by its solicitors Nelligan O'Brien Payne LLP	 Per: James Davidson	2006	01	03

(11) Address for Service  
1900 - 66 Slater St., Ottawa, ON K1P 5H1

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

(13) Address for Service

(14) Municipal Address of Property  
Multiple

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

Fees and Tax	
Registration Fee	70
Total	

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Condominium Act, 1998

AMENDMENT TO DECLARATION  
(under section 107 of the Condominium Act, 1998)

Carleton Condominium Corporation No. 96 amends, as set out in the attached Schedule:

its declaration registered as Instrument No. LT144130, on December 22, 1976.

We certify that the amendment to the declaration that is set out in the attached Schedule complies with the requirements of section 107 of the Condominium Act, 1998.

Dated this 16<sup>th</sup> day of November, 2005.

Carleton Condominium Corporation No. 96

per: Wendy Neil  
WENDY NEIL, PRESIDENT

per: George Barry  
George Barry

We have authority to bind the Corporation

Carleton Condominium Corporation No. 96  
("The Corporation")

AMENDMENT TO DECLARATION

The Corporation's Declaration which was registered on December 22, 1976, as Instrument No. LT144130 ("the Declaration") is hereby amended 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  
AMENDMENT TO DECLARATION

The Corporation's Declaration is amended by replacing Paragraph 20 of the said Declaration with the following:

20. REPAIR AND MAINTENANCE

(a) Repair and Maintenance by the Owners

Unit owners shall repair and maintain the following:

- (i) Their units;
- (ii) The windows of their units, and their frames, apart from exterior finishing (painting and caulking);
- (iii) The access doors to their units (including patio doors), and their frames, apart from exterior finishing (painting and caulking).

Unit owners shall maintain the following:

- (i) The patio area, noted in Paragraph 11 (a) of this Declaration, which is for the exclusive-use of the owner.

(b) Repair and Maintenance by the Corporation

The Corporation is responsible for all other repair and maintenance to the Common Elements (other than as described in paragraph 20 (a) above), including:

- (i) Maintenance of exterior finishing (painting and caulking) of windows and window frames;
- (ii) Maintenance of exterior finishing (painting and caulking) of access doors and access door frames.

(c) Restrictions on Repairs and Maintenance

In the event that the Corporation shall be put to any expense as a result of an Owner without authorization repairing or maintaining any part of the Property which he or she is not obliged to repair or maintain, then such Owner shall reimburse the Corporation for such expense.

4

(d) Each Owner shall be responsible for the damage to any and all other Units and the Common Elements caused by the Owner's failure to so maintain and repair, save as to any damage to the Units and Common Elements to the extent that the costs of repairing the same may be recoverable under any policy or policies of insurance held by the Corporation.

(e) Reserve Fund

Because the Condominium Corporation has no repair and maintenance obligations respecting the windows and access doors (apart from exterior finishing), the Condominium Corporation is not required to make any contributions to a reserve fund for repair or replacement of the windows and access doors (apart from exterior finishing).

(f) Repair and Maintenance of Windows and Access Doors

In attending to repair and maintenance of the windows and access doors, owners shall comply with the following:

(i) The owner shall meet any maintenance and repair standards established from time to time by resolution of the Board (such resolutions to be provided to all unit owners and to be included with any status certificate issued by the Corporation);

(ii) If the owner wishes to make an alteration to a window or access door, such alterations shall be made only with the prior written consent of the Board, and in accordance with the requirements in the Corporation's by-laws and rules.

Dated at Ottawa, this 16<sup>th</sup> day of November, 2005.

Carleton Condominium Corporation No. 96

per: Wendy Neil  
Wendy Neil, President

per: George Barney  
George Barney  
Corporate Seal

We have authority to bind the Corporation.