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019835

New Property Identifiers
Nouvelles cotes foncières

Additional: See Schedule
Supplément en annexe

Executions
Actes d'exécution

Additional: See Schedule
Supplément en annexe

(1) Registry Enregistrement des actes Land Titles Enregistrement des droits immobiliers

(3) Property Identifiers(s) Cotes foncières Block Pièce Property Unité foncière Additional: See Schedule Supplément en annexe

(4) Nature of Document Nature du document
BY-LAW (SECTION 28)(5) CONDOMINIUM ACT)

(5) Consideration Contrepartie
Dollars \$ 5

(6) Description
All of the Units and the Common Elements of Carleton Condominium Plan No. 469 in the City of Gloucester Regional Municipality of Ottawa-Carleton
LAND TITLES OFFICE NO.:

(7) This Document Contains: Contenu du document:
(a) Redescription New Easement Plan/Sketch Nouvelle description Nouvelle servitude Plan/croquis

(b) Schedule for: Annexe
Description Description Additional Parties Autres parties Other Divers

(8) This Document provides as follows: Termes du document:
By-Law No. 1 of Carleton Condominium Corporation No. 469 more particularly described in a Schedule attached hereto.

Continued on Schedule
Suite en annexe

(9) This Document relates to instrument number(s) Numéros des actes visés par ce document

(10) Party(ies) (Set out Status or Interest) / Partie(s) (Indiquer le titre ou les droits)
Name(s) / Nom(s) Signature(s) Y/A M/M/D
CARLETON CONDOMINIUM CORPORATION NO. 469
(Applicant) by its solicitors
Paul M. Colonnier
1989 06

(11) Address for Service Domicile élu
214 Montreal Road, 3rd Floor, Vanier, Ontario, K1L 8E3

(12) Party(ies) (Set out Status or Interest) / Partie(s) (Indiquer le titre ou les droits)
Name(s) / Nom(s) Signature(s) Y/A M/M/D

(13) Address for Service Domicile élu

(14) Municipal Address of Property Adresse civique de l'unité foncière
MULTIPLE

(15) Document Prepared by: Document préparé par:
PAUL M. COLONNIER
214 Montreal Road, 3rd Floor
Vanier, Ontario, K1L 8E3
RE: VANTREK DEVELOPMENTS INC.
CLIENT NO.: 341001
BOX: 181

Fees and Tax / Droits et taxes	
Registration Fee / Droits d'enregistrement	
Total	

CONDOMINIUM CORPORATION NO. 469

BY-LAW NO. 1

Be it enacted as By-Law No. One of Carleton Condominium Corporation No. 469 (hereinafter referred to as the "Corporation" as follows:

ARTICLE I

DEFINITIONS

- 1.01 All words used herein which are defined in The Condominium Act, shall have ascribed to them the meanings set out in the Act as amended from time to time.

ARTICLE II

SEAL

- 2.01 The corporate seal of the Corporation shall be in the form impressed hereon.

ARTICLE III

REGISTER

- 3.01 The Corporation shall maintain the following records:

General

- (1) a copy of Declaration and description;
- (2) a copy of all by-laws;
- (3) a copy of all rules and regulations;
- (4) a copy of any resolution of Board changing the address for service of the Corporation as registered;
- (5) a copy of all notices sent on behalf of the Corporation;
- (6) a copy of all reports and financial statements of the Corporation for at least the past 6 financial years;
- (7) a copy of all easements, licenses, leases or agreements entered into by the Corporation;
- (8) the as built architectural, structural, engineering, mechanical, electrical and plumbing plans;
- (9) a table depicting the maintenance responsibilities and indicating whether the Corporation or the unit owners are responsible;

- (10) an appraisal report for insurance purposes and a list detailing current replacement costs and left expectancy under normal maintenance conditions of all major capital items in the property and for the purposes set forth in subsection 36(1) of the Condominium Act (the "Act");
- (11) a separate record of all receipts on account of common expense payments; and
- (12) all requests for estoppel certificates and a copy of the certificates issued for the past six financial years.

3.02 Owners and Interested Persons

- (1) the name of the owners and mailing address of those owners who have notified the Corporation of their address;
- (2) the names of mortgagees and their mailing addresses;
- (3) the names of directors and officers, their mailing address and respective terms of office; and
- (4) the names of all current tenants (other than short term rentals arranged by and under the direct supervision and control of the declarant).

3.03 Owner's Meetings

Minutes of all owners' meetings including reference to numbers in attendance and a record of the votes taken.

3.04 Board of Directors

- (1) minutes of all meetings of the Board and a copy of all resolutions passed by the Board;
- (2) a copy of all annual notices of assessment and any additional assessments; and
- (3) a copy of all consents for alterations to units and/or the common elements including any agreement entered into with the owner.

3.05 Records to be Provided to Owners and Mortgagees

- (1) a copy of the annual financial statement shall be furnished to every owner and mortgagee entered on the register;
- (2) the books and records of the Corporation (including the minutes of meetings of the Board and of the owners) shall, upon reasonable notice, be made available for inspection by any owner and mortgagee; and
- (3) additional copies of the Declaration, By-laws and rules and regulations shall be made available to any owner for purchase at the cost of their reproduction.

ARTICLE IV
MEETINGS OF MEMBERS

4.01 Annual Meetings

The annual meeting of the members shall be held at such place within the Regional Municipality of Ottawa-Carleton, at such time and on such day in each year as the Board may from time to time determine, for the purpose of hearing and receiving the reports and statements required by the Act and the By-laws of the Corporation; electing directors, appointing the auditor and fixing or authorizing the Board to fix his remuneration and for the transaction of such other business as may properly be brought before the meeting. Not more than 15 months shall elapse between the dates of 2 successive annual general meetings. The First annual general meeting shall be held within 3 months of the date of registration of the Declaration.

4.02 Special Meetings

The Board or any mortgagee holding mortgages on not less than FIFTEEN (15%) PERCENT of the units, shall have the power at any time to call a special meeting of the owners of the Corporation for the transaction of any business, the nature of which shall be specified in the notice calling the meeting. Such meeting shall be held at such time and at such place within the City of Gloucester, as may be determined by the Board.

The Board shall also call such special meeting upon receipt of a requisition, in writing, of owners who together own at least FIFTEEN (15%) PERCENT of the units, stating the nature of the business to be presented at the meeting. The requisition shall be signed by the requisitionists and deposited at the address for service of the Corporation. If the Board does not, within 30 days from receipt of the requisition, hold a meeting of owners, any of the requisitionists may call such meeting, which shall be held within 60 days from the date of receipt of such requisition.

4.03 Notice

Notice of time, place and nature of the business of each annual, special or general meeting shall be given personally or by prepaid mail, not less than 10 days before the day on which the meeting is to be held, to the auditor of the Corporation and to each owner and mortgagee who is entered on the register 12 days before the date of the meeting. The Corporation shall not be obliged to give notice to any owner who has not notified the Corporation that he has become an owner or to any mortgagee who has not notified the Corporation that he has become a mortgagee and has been authorized or empowered in his mortgage to exercise the right of the mortgagor to vote.

4.04 Reports

The Corporation shall, 10 days or more before the annual meeting of owners, send by prepaid mail or deliver to each owner at his latest address as shown on the record of the Corporation, a copy of the financial statement and a copy of the auditor's report.

4.05 Persons Entitled to be Present

The only persons entitled to attend a meeting of owners shall be the owners and mortgagees entered on the register, and any others entitled to vote thereat and the auditor of the Corporation, the

directors and officers of the Corporation and a representative of the Manager and others who, although not entitled to vote are entitled or required under the provisions of the Act or the Declaration and By-laws of the Corporation, to be present at the meeting. Any other person may be admitted only on the invitation of the Chairman of the meeting or with the consent of the meeting.

4.06 Quorum

At any meeting of members, a quorum shall be constituted when persons entitled to vote and owning not less than SIXTY (60%) PERCENT of the common elements are present in person or represented by proxy at such meeting. If 30 minutes after the time appointed for the holding of any meeting of members, a quorum be not present, the meeting shall be dissolved and shall stand adjourned to the same time on the corresponding day of the next week, at such place within the said Municipality as the Board shall determine. Notice of the time, day and place of the convening of such adjourned meeting shall be given not less than 3 days prior to the convening of such meeting and if 30 minutes after the convening of such meeting a quorum be not present, those members who are present in person or by proxy and entitled to vote shall be deemed to be a quorum and may transact all business which a full quorum might have done.

4.07 Right to Vote

At each meeting of owners, every owner shall be entitled to vote who is entered on the record as an owner or has given notice to the Corporation in a form satisfactory to the Chairman of the meeting that he is an owner. If a unit has been mortgaged, the person who mortgaged such unit (or his proxy), may nevertheless represent such unit at meetings and vote in respect thereof, unless in the instrument creating the mortgage he has expressly authorized or empowered the first mortgagee to vote, in which case such first mortgagee (or his proxy), may attend meetings and vote in respect of such unit provided he has notified the Corporation and the owner of his intention to exercise such right at least 2 days before the date specified in the notice of the meeting. Any dispute over the right to vote shall be resolved by the Chairman of the meeting upon such evidence as he may deem sufficient. The vote of each such owner or mortgagee shall be on the basis of 1 vote per unit and where two or more persons entitled to vote in respect of one unit disagree on their vote, the vote in respect of that unit shall not be counted. Except where under the Act or By-laws of the Corporation a unanimous vote of all of the owners is required, an owner is not entitled to vote at any meeting if any contribution payable in respect of his unit is in arrears for more than 30 days prior to the meeting.

4.08 Co-owners

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

4.09 Conduct of Meetings and Method of Voting

At any general or special meeting, the President of the Corporation or failing him, the Vice-President, or failing him, some person elected at the meeting shall act as Chairman of the meeting, and that Secretary of the Corporation shall act as Secretary of the meeting or, failing him, the Chairman shall appoint a Secretary. Any question shall be decided by a show of hands unless a poll is required by the Chairman or is demanded by an owner or mortgagee

present in person or by proxy and entitled to vote, and unless a poll is so required or demanded, a declaration by the Chairman that the vote upon the question has been carried, or carried by a particular majority, or not carried, is prima facie proof of the fact without proof of the number of votes recorded in favour of or against such question. A demand for a poll may be withdrawn. If a poll is so required or demanded and the demand is not withdrawn, a poll upon the question shall be taken in such manner as the Chairman shall direct.

4.10 Votes to Govern

Any question coming before any meeting of members shall, except as otherwise specifically prescribed by the Act, the Declaration or By-laws be decided by a majority of the votes duly cast and in the event there shall be an equality of votes, the Chairman of the meeting shall be entitled to cast a tie-breaking vote, save and except where prohibited by any provision of the Act.

4.11 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 a proxy for such corporation) upon filing with the Secretary sufficient proof of his appointment, shall represent the owner or mortgagee at all meetings of the owners, and may vote in the same manner and to the same extent as such owner.

4.12 Proxies

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

4.13 Adjournment of Meeting

The Chairman may adjourn the meeting from time to time and from place to place.

ARTICLE V

THE CORPORATION

5.01 Duties of the Corporation

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

- (a) controlling, managing and administration of the common elements and assets of the Corporation;
- (b) collection of common expense contributions;
- (c) arranging and contracting for the supply of heat, electricity, water and other utilities to the common elements and to the units where such utilities are not individually supplied or metered except where prevented from carrying out such duty by reason of any event beyond the reasonable control of the Corporation. If any apparatus or equipment used in effecting the supply of heat, electricity, water or other utility at any time 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 shall not be liable for indirect or consequential damages or for damages for personal discomfort or illness by reason of the failure to perform such duty;
- (d) obtaining and maintaining insurance for the Property as may be required by the Act and By-laws;
- (e) the maintaining, repairing and restoring of the common elements in accordance with the provisions of the Act, the Declaration and By-laws;
- (f) obtaining and maintaining fidelity bonds where obtainable, in such amounts as the Board may deem reasonable, for such officers and directors or employees as are authorized to receive or disburse any funds on behalf of the Corporation;
- (g) causing audits to be made after every year-end and making auditors' reports and financial statements available to the owners and mortgagees;
- (h) preparation of an estimated budget in accordance with Article XI hereof;
- (i) keeping accurate accounts and sending to each unit owner an annual statement of income and expenditures in respect thereto and keeping such accounts open for inspection by unit owners;
- (j) establishing and maintaining one or more reserve funds;
- (k) effecting compliance with the Act, the Declaration, the By-laws and the Rules from time to time;
- (l) the preparation of estoppel certificates as required by the Act;
- (m) the supervision of all public or private service companies which enter upon the common elements and into the units for the purpose of supplying, installing, replacing and servicing their systems;
- (n) the preparation and maintenance of the records to be kept by the Corporation in accordance with Article III hereof;
- (o) the calling and holding of meetings and the delivery of notices as required;
- (p) the consistent and timely enforcement of the provisions of the Act, the Declaration, By-laws and the Rules of the Corporation;
- (q) the entering of an Insurance Trust Agreement to ensure the disposition of moneys in the event of an insurable loss in accordance with the Declaration; and

- (r) establishing and maintaining adequate reserve funds for the major repair or replacement of the common elements and of the assets of the Corporation in accordance with the Act.

5.02 Powers of the Corporation

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

- (a) employment and dismissal of personnel necessary for the maintenance and operation of the common elements;
- (b) adoption and amendment of rules concerning the operation and use of the property;
- (c) the entering into of an agreement with a person or Corporation to provide professional management for the Property. The Management Agreement shall be in a form acceptable to the Board;
- (d) obtaining and maintaining fidelity bonds for any manager where deemed necessary by the Board, and in such a manner as the Board may deem reasonable;
- (e) investing reserve funds, provided that such investment shall be permitted by The Trustee Act of Ontario and convertible into cash;
- (f) to settle, adjust, compromise or refer to arbitration or the courts any claim or claims which may be made upon or which may be asserted on behalf of the Corporation;
- (g) to borrow such amounts as in its discretion are necessary or desirable in order to protect, maintain, preserve or insure the due and continued operation of the Property in accordance with the Declaration and By-laws, and to secure any such loan by mortgage, pledge or charge of any asset of the Corporation and to add the repayment of such loan to common expenses, subject to approval of each such borrowing or loan in excess of FIVE THOUSAND (\$5,000.00) DOLLARS by the owners at a meeting duly called for that purpose;
- (h) to retain and hold any securities or other property, whether real or personal, which shall be received by the Corporation, in the form received, whether or not the same is authorized by any law, present or future, for the investment of trust funds;
- (i) to sell, purchase, convey, exchange, assign or otherwise deal with any real or personal property at any time owned by the Corporation at such price, on such terms, and in such manner as the Corporation in its sole discretion deems advisable and to do all things and execute and documents required to give effect to the foregoing.

ARTICLE VI

BOARD OF DIRECTORS

6.01 Duties

- (1) the affairs of the Corporation shall be managed by the Board;
- (2) the Board shall have the obligation to perform all of the duties of the Corporation, however, the Board may delegate

certain specific duties to the **Manager** by duly enacted resolution and pursuant to the terms of any Management Agreement.

6.02 Quorum

The number of directors shall be 3 of whom 2 shall constitute a quorum for the transaction of business at any meeting of the Board. Notwithstanding vacancies, the remaining directors may exercise all the powers of the Board so long as a quorum of the Board remains in office.

6.03 Qualifications

Qualifications for election to the Board shall be governed by the following:

- (1) each director shall be 18 or more years of age and need not be an owner of a unit;
- (2) a director who has resigned or whose term has expired is eligible for re-election;
- (3) no undischarged bankrupt or mentally incompetent person shall be a director and if a director becomes a bankrupt or mentally incompetent person he thereupon ceases to be a director; and
- (4) a person who is elected or appointed a director is not a director unless:
 - (a) he was present at the meeting when he was elected or appointed and did not refuse at the meeting to act as a director; or
 - (b) when he was not present at the meeting when he was elected or appointed, he consented to act as a director in writing before his election or appointment or within 10 days thereafter.

6.04 Election and Term

The directors of the **Corporation** shall be elected in rotation and upon the expiration of their respective term of office shall retire, but shall be eligible for re-election. At the first meeting of the owners held to elect directors, one director shall be elected to hold office for a term of 1 year from the date of their election or until the first annual meeting of members, whichever first occurs; one director shall be elected to hold office for a term of 2 years from the date of his/her election or until the second annual meeting of members, whichever first occurs; and one director shall be elected to hold office for a term of 3 years from the date of his/her election or until the third annual meeting of members, whichever first occurs. Such director may, however, continue to act until their successors are elected. If more than one of such directors whose terms are not of equal duration shall resign from the Board prior to the expiration of their respective terms and shall be replaced at a meeting of members for that purpose, the director or directors receiving the greater votes shall complete the longest remaining terms of the resigning directors. At each annual meeting thereafter, a number of directors equal to the number of directors retiring in such year shall be elected for a term of 3 years. Where the Board is elected by acclamation the directors at their first meeting shall determine the distribution of terms. Directors may be removed before the expiration of their terms in accordance with the procedure set forth in the Act.

6.05 Calling of Meetings

Meetings of the Board shall be held from time to time at such place and at such time and on such day as any 2 directors or the President alone may determine, and the Secretary shall call meetings when authorized by them. Notice of any meeting so called shall be given personally, by ordinary mail or telegraph, to each director addressed to him at his latest address, entered on the record of the Corporation not less than 48 hours (excluding any part of a Sunday or of a holiday as defined by the Interpretation Act of Canada for the time being in force) before the time when the meeting is to be held, save that no notice of a meeting shall be necessary if all 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.

6.06 Regular Meetings

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

6.07 Declaration of Interest

- (1) the provisions in the Act relating to the declaration of interest of any director in any contract or arrangement entered into by or on behalf of the Corporation shall be followed and complied with;
- (2) in addition, the Board shall, prior to voting on any contract in which another director is interested, obtain at least 2 other independent bids from other contractors to supply or provide the same supplied or services to the Corporation.

6.08 Protection of Directors and Officers

No director or officer of the Corporation shall be liable for:

- (a) the acts, neglect or default of any other director or officer;
- (b) any loss or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired by order of the Board for or on behalf of the Corporation;
- (c) the insufficiency or deficiency of any certificates or instrument in or upon which any of the moneys of the Corporation shall be invested, provided always that the investment certificate or instrument confirms with Clause 5.02(e) hereof;
- (d) any loss or damage arising from bankruptcy, insolvency or tortious act of any person with whom any of the moneys, securities or effects of the Corporation shall be deposited;
- (e) any loss occasioned by an error of judgment or oversight on his part;
- (f) any other loss, damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto;

Unless the same shall happen through his own dishonest or fraudulent act or acts, bad faith or willful misconduct.

6.09 Indemnity of Directors and Officers

Every director or officer of the Corporation and his heirs, executors, administrators and other legal personal representatives shall from time to time be indemnified and saved harmless by the Corporation from and against:

- (a) all costs, charges and expenses whatsoever which such director or officer sustains or incurs in or about any action, suit or proceedings which is brought, commenced or prosecuted against him for or in respect of any act, deed, matter or thing whatsoever made, done or permitted by him in or about the execution of the duties of his office;
- (b) all other costs, charges and expenses that he sustains or incurs in respect of the affairs of the Corporation;

Unless the same shall happen through his own dishonest or fraudulent act or acts, bad faith, or willful misconduct.

6.10 Consents

Any consent required under the provisions of the Act, the Declaration, the By-laws or the rules shall be given by the Board in writing after a resolution for same has been passed.

6.11 Execution

- (1) deeds, transfers, assignments, cheques, contracts and obligations of the Corporation shall be signed by any two directors who may, but need not be, officers of the Corporation, or as to the Board may from time to time by resolution prescribe;
- (2) any contract or obligations within the scope of any management agreement entered into by the Corporation may be executed on behalf of the Corporation in accordance with the provisions of such management agreement;
- (3) subject to the Act and the Declaration but notwithstanding any provisions to the contrary contained in the By-laws of the Corporation, the Board may by resolution at any time and from time to time, direct the manner in which and the person or persons by whom any particular deed, transfer, contract, cheque or obligation or any class of deed, transfer, contract, cheque or obligation of the Corporation may or shall be signed;
- (4) any member of the Board may execute an estoppel certificate and cause the corporate seal to be affixed thereon provided there is delivered with the estoppel certificate, a statement under the signature of the Manager or treasurer that he examined the records and confirms that the particulars set out in the estoppel certificate are accurate;
- (5) the Manager or two members of the Board may execute a notice of lien or discharge of lien and cause the corporate seal to be affixed.

ARTICLE VII

OFFICERS

7.01 Election of President

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 elections, the then incumbent, if a member of the Board, shall hold office until his successor is elected. A vacancy occurring from time to time in such office may be filled by the Board from among its members.

7.02 Appointed Officers

From time to time, the Board shall appoint a Secretary and a Treasurer and may appoint one or more Vice-Presidents and such other officers as the Board may determine, including one or more assistants to any of the officers so appointed. The officer so appointed may but need not be a member of the Board. One person may hold more than one office and if the same persons hold both the office of Secretary and the office of Treasurer, he may be known as Secretary-Treasurer.

7.03 Term of Office

In the absence of written agreement to the contrary, officers shall hold office until removed by the Board. Provided always that officers shall adhere and be governed by the same qualifications as hereinbefore applied to directors pursuant to Article 6.03. Officers shall have such authority and perform such duties as the Board may, from time to time, determine that are consistent with the Declaration and By-laws of the Corporation.

7.04 President

The President shall, when present, preside at all meetings of the owners and of the Board, and shall be charged with the general supervision of the business and affairs of the Corporation. Except when the Board has appointed a General Manager or Managing Director, the President shall also have the powers and be charged with the duties of that office.

7.05 Vice-President

During the absence of the President, his duties may be performed and his powers may be exercised by the Vice-President, or if there are more than one, by the Vice-Presidents, in order of seniority as determined by the Board. If a Vice-President exercises any such duty or power, the absence of the President shall be presumed with reference thereto. A Vice-President shall also perform such duties and exercise such powers as the Board may prescribe.

7.06 Secretary

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

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

7.08 Other Officers

The duties of all other officers of the Corporation shall be such as the terms of their engagement call for, or the Board requires of them. Any of the powers and duties of an officer to whom an assistant has been appointed may be exercised and performed by such assistant unless the Board otherwise directs.

7.09 Agents and Attorneys

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

ARTICLE VIII

BANKING ARRANGEMENTS AND CONTRACTS

8.01 Banking Arrangements

The banking business of the Corporation or any part thereof shall be transacted with such bank or trust company as the Board may designate, appoint or authorize from time to time, by resolution and all such banking business, or any part thereof, shall be transacted on the Corporation's behalf by such one or more officers or other person as the Board may designate, direct or authorize from time to time by resolution and to the extent therein provided, including, without restricting the generality of the foregoing, the operation of the Corporation's accounts, the making, signing, drawing, accepting, endorsing, negotiating, lodging, depositing or transferring of any cheques, promissory notes, drafts, acceptances, bills of exchange and orders relating to any property of the Corporation; the execution of any agreement relating to any such banking business and defining the rights and powers of the parties thereto; and the authorizing of any officer of such bank to do any act or thing on the Corporation's behalf to facilitate such banking business.

ARTICLE IX

FINANCIAL YEAR

9.01 Until otherwise ordered by the Board, the financial year of the Corporation shall end in each year on the anniversary of the date of registration of the Declaration, or on such other day as the Board by resolution, may determine.

ARTICLE X

NOTICE

10.01 Notice by the Corporation

Any notice, communication or other document, including budgets and notices of assessments required to be given or delivered by the Corporation, shall be sufficiently given if delivered personally to the person to whom it is to be given, or if delivered to the address notice in the record, required pursuant to the Act, or if mailed by prepaid ordinary mail or air mail in a sealed envelope addressed to him at such address, or if sent by means of wire or wireless, or any other form of transmitted or recorded communication to such address. Such notice, communication or document shall be deemed to have been given when it is delivered personally or delivered to the address aforesaid; provided that a notice, communication or document so mailed shall be deemed to have been given when deposited in a post office or public letter box, and a notice sent by any means of wire or wireless or any other form of transmitted or recorded communication shall be deemed to have been given when delivered to the appropriate communication company or agency or its representative for dispatch.

10.02 Notice to the Board or Corporation

Any notice, communication or other document to be given to the Board or the Corporation shall be sufficiently given if mailed by prepaid ordinary mail or air mail in a sealed envelope addressed to it at the address for service of the Corporation set out in the Declaration, or changed in accordance with the requirements of the Act. Any notice, communication or document so mailed shall be deemed to have been given when deposited in a post office or public letter box.

10.03 Omissions and Errors

- (1) 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;
- (2) the Corporation shall not be obliged to give notice to any owner who has not notified the Corporation that he has become an owner or to any mortgagee who has not notified the Corporation that he has become a mortgagee and he has been authorized or empowered in his mortgage to exercise the right of the mortgagor to vote;
- (3) the address of each owner shall be the address of his unit and the address of each mortgagee shall be the address shown for him on his mortgage that is registered in the Land Registry Office until the Corporation is given written notice of a different address for such mortgagee or owner.

ARTICLE XI

ASSESSMENT AND COLLECTION OF COMMON EXPENSES

11.01 Duties of the Board

All expenses, charges and costs of maintenance of the common elements and any other expenses, charges or costs which the

Board may incur or expend pursuant hereto shall be assessed by the Board and levied against the owners in the proportion in which they are required to contribute to the common expenses as set forth in the Declaration. The Board shall, from time to time, and at least annually, prepare a budget for the Property and determine by estimate the amount of common expenses for the next ensuing fiscal year, or remainder of the current fiscal year, as the case may be. The Board shall allocate and assess such common expenses as set out in the budget for such period among the owners, according to the proportion in which they are required to contribute to the common expenses as set forth in the Declaration. The board shall advise all owners promptly in writing of the amount of common expenses payable by each of them respectively determined as aforesaid and shall deliver copies of each budget on which common expenses are based, to all owners and mortgagees entered in the record kept pursuant to Section 20(2) of the Act.

11.02 Owner's Obligations

Each owner shall be obligated to pay to the Corporation or as it may direct the amount of such assessment in equal monthly payments 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. Each owner shall be obligated to pay to the Corporation or as it may direct, all charges assessed for utilities consumed at such times as the Corporation may require.

11.03 Extraordinary Expenditures

Extraordinary expenditures not contemplated in the foregoing budget and for which the Board shall not have sufficient funds may be assessed at any time during the year in addition to the annual assessment, by the Board serving notices of such further assessment on all owners which shall include a written statement setting out the reasons for extraordinary assessment, and such extraordinary assessment shall be payable by each owner within 10 days after the delivery thereof to such owner, or within such further period of time and in such instalments as the Board may determine.

11.04 Default in Payment of Assessment

Arrears of payments required to be made under the provisions of this clause shall bear interest at a rate determined by resolution of the Board and in default of such resolution shall bear interest at a rate per annum equal to the prime rate of interest as charged from time to time, by the Bank of Nova Scotia, at its main office in Ottawa, on loans made in Canadian currency to its most favoured commercial customers plus two (2 %) PERCENT and shall be compounded monthly until paid. In addition to any remedies or liens provided by the Act, if any owner is in default in payment of an assessment levied against him, for a period of 15 days, the Board may bring legal action for and on behalf of the Corporation to enforce collection thereof and there shall be added to any amount found due and all costs of such action, including costs as between a solicitor and his own client and such costs may be recoverable against the defaulting owner in the same manner as common expenses.

ARTICLE XII

DEFAULT

12.01 Notice of Unpaid Common Expenses

The Board whenever so requested in writing by an owner or mortgagee entered on the record, shall promptly report any then unpaid common expenses due from, or any other default by any owner, and any common expenses assessed or other money claims by the Corporation against any owner, which are 30 days past due.

12.02 Notice of Default

The Board when given notice of default in payment of common expenses, or any other default to the owner of the unit, shall concurrently send a copy of such notice to each mortgagee of such unit, who is entered on the record and who has requested that such notice be sent to him.

ARTICLE XIII

LIABILITY FOR COSTS

13.00 Abatement and Restraint of Violations by Unit Owners and Liability for Costs

- (1) the owner of a unit is responsible for any cost incurred to repair damage to the common elements or other units that may have been caused by either his use or his residents or their visitors use of same;
- (2) in the event that damage to the common elements has been caused by the deliberate or negligent conduct of any owner, residents or their invited guests, the owner of that unit shall be responsible for any costs incurred to repair such damage;
- (3) in those cases where it has been determined that the responsibility for payment of the cost to repair is that of the unit owner, or where an owner requests to repair a common element himself, the Board of Directors shall approve the selection of the contractor and/or the method of repair. This decision, at the discretion of the Board, shall be based on a minimum of 2 bids, the method of repair, the meeting of standards of uniformity and consideration of the convenience of the owner(s) involved;
- (4) the violation of any provisions of the Act, the Declaration, the By-laws and/or the rules adopted by the Board of Directors, shall give the Board the right, in addition to any other rights set forth in these By-laws:
 - (a) to enter the unit in which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting owner, any structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board shall not thereby be deemed guilty in any manner of trespass; or
 - (b) to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach, including without limiting the generality of the foregoing, an application for an Order for compliance pursuant to Section 49 of the Act.

ARTICLE XIV
MISCELLANEOUS

14.01 Invalidity

The invalidity of any part of the By-law shall not impair or affect in any manner the validity and enforceability effect of the balance thereof.

14.02 Gender

The use of the masculine gender in this By-law shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include plural wherever the context so requires.

14.03 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.

14.04 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.

14.05 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 No. 1 is hereby passed by the Board of Directors of the Corporation pursuant to The Condominium Act of Ontario.

DATED this day of June, 1989.



PAUL COLONNIER, PRESIDENT

Confirmed by the Owners of all units at a meeting duly called for that purpose on June , 1989.

VANTREK DEVELOPMENTS INC.

Per:



PAUL M. COLONNIER, (President)

SCHEDULE "A"

RULES AND REGULATIONS

The following rules and regulations shall be observed by the owners and the term "**Owner**" shall include the registered **Owner** or any other person who is occupying the unit with the **Owner's** approval.

1. The water closets and other water apparatus shall not be used for purpose other than those for which they are constructed and no sweepings, garbage, rubbish, rages, ashes or other substances shall be thrown therein. Any damages resulting to them from misuse or from unusual or unreasonable use shall be borne by the **Owner** who, or whose tenant, guests, visitors, servants or agents shall cause it. All plumbing fixtures and water apparatus within a unit are to be repaired and maintained by the **Owner** of the unit.
2. No sign, advertisement or notice shall be inscribed, painted or affixed on any part of the inside or outside of the buildings or common elements whatsoever, without the prior written consent of the Board.
3. No sign offering a unit for sale shall be affixed anywhere on the exterior of the building or placed in a window by an **Owner**.
4. No **Owner** shall do , or permit anything to be done in his unit or bring or keep anything therein which will in any way increase the risk of fire or the rate of fire insurance on any building, or on property kept thereon or therein, or obstruct or interfere with the rights of other owners, or in any way injure or annoy them, or conflict with the laws of By-laws of the City of Gloucester relating to fires or with the regulations of the Fire Department or with any insurance policy carried by the **Corporation** or any **Owner** or conflict with any of the rules of the Board of Health or with any Statute or municipality by-law. This provision shall not prohibit the operation of fireplaces in the units.
5. Water shall not be left running unless in actual use.
6. The **Owner** shall not place, leave or permit to be placed or left in or upon the common elements, including exclusive use common elements, any debris, refuse or garbage. Such debris, refuse or garbage shall be contained in properly sealed refuse bags and shall be disposed of as directed by the **Manager**. Where such debris, refuse or garbage consists of packing cartons or crates, the **Owner** shall arrange with the **Manager** for the manner of disposal thereof and shall dispose of them in the manner directed by the **Manager**. Such packing cartons or crates shall not in any event be left outside the unit.
7. **Owners**, their tenants or guests, visitors and servants shall not create or permit the creation of or continuation of any noise or nuisance which, in the opinion of the **Manager** or Board, may or does disturb the comfort or quiet enjoyment of the property by other **Owners**, their tenants, guests, visitors, servants and persons having business with them.
8. Nothing shall be thrown out of the doors or windows of the units or the building by the **Owners**.
9. **Owners** shall not overload existing electrical circuits.
10. No auction sale shall be held in the units or on the property.
11. No noise, caused by any instrument or other device, or otherwise, which in the opinion of the **Manager** or Board may disturb the comfort of other **Owners** shall be permitted.

12. The sidewalks, entry, hallways, walkways and driveway ramps used in common by the Owners shall not be obstructed by any of the Owners or used by them for any other purpose than ingress and egress to and from their respective units or parking areas.
13. No mops, brooms, dust cloths, rugs or bedding shall be shaken or beaten from any window, door or exclusive common elements.
14. No motor vehicle shall be driven on any part of the common elements other than on a driveway or parking space.
15. No television antenna, aerial tower or similar structure and appurtenances thereto shall be erected upon or fastened to any unit or exclusive use area, except as a connection to a common television cable or master antenna system.
16. No one shall alter or litter or damage or destroy any of the landscaping work on the property.
17. No building or structure or tent shall be created and no trailer either with or without living, sleeping or eating accommodation shall be placed, located, kept or maintained on the common elements, including exclusive use common elements.
18. No Owner shall have an office for conducting business in his unit or conduct any business enterprise whatsoever from his unit, except as provided for and permitted by the applicable municipal zoning by-laws and the Declaration.
19. Any loss, cost or damages incurred by the Corporation by reason of a breach of any rules or regulations in force from time to time by an Owner, his tenants, guests, servants, agents, tenants or occupants of his unit shall be borne by such Owner and may be recovered by the Corporation against such Owner in the same manner as common expenses.
20. No animal, livestock, reptile or fowl other than a cat, tropical fish, canary, budgerigar, or "dog guide" as defined in The Blind Persons Rights Act, 1980, shall be kept or allowed upon the common elements (including those parts thereof of which the Owner has the exclusive use), or in any unit provided that such animal is not permitted to run free upon the common elements.
21. No stores of coal or any combustible materials or offensive goods, provisions or materials shall be kept in the unit or on the property.
22. All ground floor windows shall be cleaned by the owner of that unit.

CONDOMINIUM ACTCERTIFICATE

Carleton Condominium Corporation No. 469 hereby certifies that By-Law No. 1 attached hereto was made in accordance with The Condominium Act, R.S.O. 1980, Chapter 84, and any amendments thereto, the Declaration and the By-Laws of the Corporation, and that the said By-Law No. 1 has not been amended and is in full force and effect.

DATED at the City of Vanier, in the Regional Municipality of Ottawa-Carleton this 21 day of June, 1989.

CARLETON CONDOMINIUM CORPORATION NO. 469

Per:



PAUL M. COLONNIER, President